

PLAZA 550

C O N D O M I N I U M



This booklet is a reproduction of the original Plaza 550 handbook, commonly known as “*The Green Book*” circa 1974. This booklet was painstakingly reproduced using original pages registered and on-file with the Lackawanna County Recorder of Deeds office and from original handbook pages from the Plaza 550 files. The Lackawanna County pages all bear official stamps, numbers and/or signatures. None of the original text was changed or edited.

Please note, there were format changes from the original registered pages. The changes are as follows:

The pages originally registered with Lackawanna County were **Section II - Declaration of Condominium of Plaza 550 Under Unit Property Act of the Commonwealth of Pennsylvania**, **Section III – Code of Regulations**, **Section IV – Rules and Regulations**, and **Section V – Declaration Plan**. Only those Sections were registered and bear the appropriate stamps, numbers and/or signatures.

When the original booklet was produced, additional informational Sections were added. Those Sections were **Section I – Condominium Information Statement** (signed by original General Partner Gilbert Weinberger), **Section V – Agreement of Purchase and Sale**, and **Section VI – Estimated Common Expenses**. The addition of the new **Sections V and VI** necessitated renumbering the original registered **Section V** (Declaration Plan) to **Section VII**. Page numbers were adjusted in that Section to compensate for this change.

Other Plaza 550 Handbooks and handouts have been in circulation for years, most notably the 09/01/2011 Sam Rosen revision. Those booklets are to be considered unofficial and totally unauthorized.

*This booklet was recreated entirely from original official sources and reproduced in May 2019.*

WEINBERGER FINANCIAL HOLDINGS, LTD.

T/A PLAZA 550 CONDOMINIUM

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I.

CONDOMINIUM INFORMATION  
STATEMENT



## PLAZA 550

### CONDOMINIUM INFORMATION STATEMENT

Weinberger Financial Holdings, Ltd. (hereinafter referred to as "Declarant") intends to submit to the condominium form of ownership an eleven story building situate at the Corner of Clay Avenue and Olive Street in Scranton, Lackawanna County, Pennsylvania. The building will contain a total of fifty individual residences. The land and building, upon submission to the condominium form of ownership, will be formally known as Plaza 550.

This Condominium Information Statement attempts to answer some of the most frequently asked questions concerning condominium ownership in general, and also attempts to highlight some of the pertinent provisions of the various legal documents that will establish the rights and obligations of purchasers of condominium units at Plaza 550. This Condominium Information Statement, however, is not intended as a complete statement of all pertinent information and should not be considered a substitute for an actual reading of the documents themselves. It is suggested that the documents be reviewed by an attorney.

Included in the booklet of which this Condominium Information Statement is a part are proposed versions of the Declaration of Condominium of Plaza 550 under the Unit Property Act (the "Condominium Declaration"); the Code of Regulations of Plaza 550 (the "Code of Regulations"); and the Rules and Regulations of Plaza 550 (the "Rules"). Additionally, an Agreement of Sale (the "Agreement of Sale") accompanies this booklet. Available for your inspection at our Sales Offices are proposed versions of the following: the Declaration Plan of Plaza 550 (the "Declaration Plan").

### CONDOMINIUM OWNERSHIP

An individual who purchases a residence at Plaza 550 acquires not only the exclusive use of his individual residence (formally known as a "Unit"), but also acquires a percentage ownership share in what are termed Common Elements (the "Proportionate Interest in the Common Elements"). The Common Elements consist of the land; the indoor and outdoor parking areas, drives and walkways; the roof, outside walls, and structural elements of the building -- in short, the Common Elements consist of all portions of the land and building except the Units themselves. The exclusive use of an assigned parking space in the garage area of the building is also provided for each Unit owner.

The Proportionate Interest in the Common Elements which each Unit owner acquires by purchasing his Unit is established in the Declaration of Condominium, cannot be altered as to his Unit without his consent, and is approximately the figure determined by dividing the floor area of the Unit owner's Unit by the aggregate floor area of all Units at Plaza 550.

Ownership of a Unit at Plaza 550 is similar in many respects to ownership of a typical single family detached home. Thus a Unit owner may sell or lease his Unit provided that he complies with the provisions of the Condominium Declaration. Additionally, a Unit owner may assign the right to use his parking space in the garage area of the building pursuant to the terms and conditions set forth in the Code of Regulations. Each Unit (together with its Proportionate Interest in the Common Elements) is required by law to be separately assessed for real estate tax purposes and, commencing at such time as the taxing authorities are able to make these separate assessments, each Unit owner shall pay his individual real estate tax bill directly to the local taxing authorities. Each Unit owner may mortgage his Unit in accordance with the provisions of the Code of Regulations, and make his mortgage payments directly to the holder of his mortgage. As with the typical single family home, real estate taxes and mortgage interest paid by the Unit owner may normally be listed as itemized deductions on the Unit owner's federal income tax return. Moreover, each Unit will be separately metered for electricity and each Unit owner will pay his own bills for electricity directly to the utility company.

There are some unique aspects of condominium ownership which are available to owners of a condominium Unit at Plaza 550. The responsibility for the day to day management, maintenance and repair of the Common Elements on behalf of all Unit owners is vested in a five-member Council. In order to pay the Council's costs of performing these responsibilities, the Council will have the power to assess individual Unit owners for a share of these costs. These assessments are referred to as Common Expense Assessments, and each Unit owner pays a share of all Common Expense Assessments equal to his Proportionate Interest in the Common Elements. Common Expense Assessments will be further explained later in this Condominium Information Statement. By vesting responsibility for the day to day management, maintenance and repair of the Common Elements in the Council, and by sharing the expenses of said functions among all of the Unit owners, economies of scale should be achieved and the individual Unit owner will be relieved of the responsibility for the performance of these functions.

### THE COUNCIL

As mentioned above, the responsibility for the management, maintenance, and repair of the Common Elements is that of a five-member Council. The Council will be composed entirely of members selected by Declarant until the first annual meeting of the Unit owners, which meeting will occur on the earlier of:

(a) the first Monday of November, 1975; or

(b) the first Monday in the month following the month during which title to Units having in the Aggregate Proportionate Interests in the Common Elements in excess of eighty (80%) per cent shall have been conveyed by Declarant to Unit owners other than Declarant.



In this manner, continuity of experience in the operation of Plaza 550 will be provided until there are sufficient Unit owners to take over this responsibility. Upon the occurrence of (a) or (b) above, the first annual meeting of the Unit owners will be called to elect three new Council members, each of whom will serve for a term of two years. At the second annual meeting of the Unit owners, two persons will be elected to the Council for two-year terms to replace the remaining two Council members who had been appointed by the Declarant. Therefore, the Unit owners will elect members of the Council for staggered two-year terms.

For all decisions which the Condominium Declaration or Code requires to be made by the Unit owners, each Unit owner will have the right to vote according to his ownership of the Proportionate Interest in the Common Elements as provided in the Declaration.

### COMMON EXPENSE ASSESSMENTS

As has been pointed out previously, the Council is empowered to make Common Expense Assessments to cover its cost of managing, maintaining and repairing the Common Elements. Thus, such items as the cost of maintenance and lighting of the grounds, lobby, hallways, storage and parking areas; the cost of lawn and shrub care and snow removal; and the cost of maintaining the exterior of the building will be included in the Common Expense Assessments. Also included will be premiums for hazard insurance covering the Common Elements and the Units themselves (but not covering any personal property situate within or forming a part of the Units) and premiums for liability insurance covering the Common Elements but not the interior of any Units.

Also included within the Common Expense Assessments will be the fees or compensation due to any manager and other personnel hired by Council to assist in the performance of its responsibilities; the cost of all utilities not separately metered to each Unit; and such amounts as the Council deems necessary for general operating reserves and reserves for replacement of portions of the Common Elements.

The amount of the Common Expense Assessment necessary for each year is estimated in advance by the Council, and each Unit owner is billed for a share of all Common Expense Assessments based upon his Proportionate Interest in the Common Elements on a monthly basis or other basis as determined by the Council.

### MANAGEMENT OF PLAZA 550

Pursuant to the Code, the Council is empowered to retain the services of one or more persons or companies to assist the Council in the management and operation of Plaza 550. The Manager will perform the bulk of Council's

routine maintenance and administrative responsibilities and pay the premiums on all policies of insurance the council is required to maintain. As a result of this arrangement, Declarant will guarantee the monthly Common Expense Assessments for one year from the date the first Unit at Plaza 500 is conveyed. The amount guaranteed for each Unit is set forth in a separate Schedule which accompanies this booklet.

### AGREEMENT OF SALE

The Agreement of Sale which accompanies this booklet is not an offer by Declarant to sell the Unit specified therein. A prospective purchaser of a Unit at Plaza 550 shall be allowed twenty (20) days from the date received to execute and deliver the Agreement of Sale to Declarant which is irrevocable for a period of thirty (30) days. If the Agreement of Sale is not executed and delivered by purchaser to Declarant within a period of twenty (20) days, the Unit reservation, if any, shall be cancelled and Declarant shall proceed to sell the Unit to other interested parties.

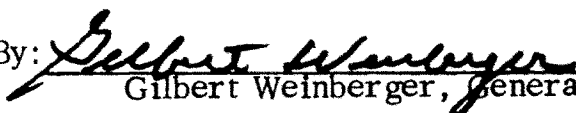
### SETTLEMENT AND CLOSING COSTS

Purchase of title insurance by the Purchaser is optional.

The total sale price is due and payable at the time of the closing as set forth in the Agreement of Sale, and the Purchaser is responsible for obtaining his own financing, by mortgage or otherwise.

At the time of the closing the Purchaser will be required to pay, in addition to the balance of the total consideration for the Unit, fifty (50%) per cent of the realty transfer taxes, costs of recordation of deed and mortgage (if any), an amount of money equal to two months payment of Common Expense Assessment as a non-recurring fee to provide the Council with working capital and a reserve fund, and a closing fee in the amount of \$150.00 to cover the expenses of forming the Council and preparing the Code of Regulations. The closing fee is a part of the closing costs and is exclusive of the charges of the mortgage lender (if any), which charges are the sole responsibility of the Purchaser.

WEINBERGER FINANCIAL HOLDINGS LTD  
t/a PLAZA 550 CONDOMINIUM

By:   
Gilbert Weinberger, General Partner

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DECLARATION OF CONDOMINIUM  
OF PLAZA 550 UNDER UNIT PROPERTY  
ACT OF THE COMMONWEALTH OF  
PENNSYLVANIA.

ACT OF JULY 3, 1963, P.L. 196, etc.

Recorded in the office for Recorder of Deeds  
in and for Lackawanna County, Pennsylvania  
in Deed Book 841, Pages 315-330 Inc1.  
Witness my hand and seal of this office the  
15th day Nov. A.D. 1974  
*Alma Marie Reardon*  
Recorder of Deeds

BOOK 841 PAGE 315





### 3. DESCRIPTION OF THE PROPERTY.

The land and building which are the subject of this Declaration as follows:

(a)- The land (the "Land") is that certain tract or parcel of ground situate in the City of Scranton, County of Lackawanna, Commonwealth of Pennsylvania, and more particularly described by metes and bounds in Exhibit "A" attached hereto, together with such easements, rights and appurtenances belonging thereto.

(b)- The building (the "Building") is that white masonry bearing wall and precast concrete floor and roof structure consisting of eleven floors and a two level storage and parking garage area, which is situate on the Land and constructed as shown on the Declaration Plan (as that term is defined in Paragraph 5 hereof). The Building contains Fifty (50) Units.

The Land, the Building, and all other improvements constructed upon or beneath the Land are herein collectively referred to as the "Property" and are more fully described in the "Declaration Plan".

### 4. NAME BY WHICH THE PROPERTY WILL BE KNOWN.

The name by which the Property will be known is "Plaza 550."

### 5. DECLARATION PLAN.

The Property, as shown on the Declaration Plan of Plaza 550 (the "Declaration Plan"), is to consist of the Units and Common Elements (as said Common Elements are defined in Paragraph 8 hereof). Said Declaration Plan has been recorded contemporaneously herewith and consists of:

(a)- A survey of the Land showing the location of the Building and the other improvements constructed thereon, prepared by \_\_\_\_\_, and dated \_\_\_\_\_; and

(b)- Plans of the Building showing the layout of each floor and level thereof, including the Units and Common Elements, and setting forth the Unit Designation (as such term is defined in Paragraph 6 hereof) of each Unit prepared by Gerald F. DeMarco, Architect, and dated \_\_\_\_\_

### 6. THE UNIT DESIGNATION.

Each Unit is identified on the Declaration Plan by a specific number letter and work (the "Unit Designation"). The number identifies the specific

floor on which the Unit is located (for example the number "4" indicates that the Unit is on the fourth of the ten residential floors), and the letter and word identify the size of the Unit and its particular location on a floor (for example, "4A-Carlyle" indicates that the Unit is on the fourth residential floor, it consists of approximately 1600 square feet, and is located on the northern corner of the building overlooking the intersection of Clay Avenue and Olive Street). Each Unit carrying an "A" designation is approximately 1600 square feet in size, each "B" Unit is approximately 1100 square feet in size, etc. Each Unit carrying a "Carlyle" designation is located in the northern corner of the building overlooking the intersection of Clay Avenue and Olive Street, each Unit carrying an "Astoria" designation is located in the portion of the building next in line counter-clockwise from the "Carlyle" Unit. Similarly, the "C" Units are next in line counter-clockwise from the "B" Unit, etc.

## 7. DESCRIPTION OF UNITS.

(a)- Each Unit consists of that portion or those portions of the Building constituting the area or areas within the title lines of the Unit, as said title lines are shown on the Declaration Plan. For purposes of defining the perimetrical boundaries of the Unit, the area within the title lines of each Unit shall be divided into that portion of the Unit situate within the main exterior load bearing walls of the Building, which shall be designated the "Interior Portion" of the Unit, and that portion of the Unit situate without the main exterior load bearing walls of the Building (constituting a balcony or patio), which shall be designated the "Exterior Portion" of the Unit. The title lines are intended to designate as the perimetrical boundaries of the Unit as follows: (i) in respect to the Interior Portion, the vertical planes of the undecorated finished interiors of the walls bounding the Unit; the vertical planes of the interior surfaces of any window frames, window sills, doors or door frames bounding the Unit, and the vertical planes of the interior surfaces of the window panes bounding the Unit; (ii) in respect to the Exterior Portion, the vertical planes of the exteriors of the walls bounding the Unit and the vertical plane of the interior surface of the partition enclosing the balcony or patio and bounding the Unit, or if there is no such partition, the vertical plane of the exterior edge of the concrete patio slab bounding the Unit. The upper boundary of any portion of the Interior Portion of a Unit shall be the horizontal plane or planes of the underside of the concrete ceiling slab immediately above said portion of the interior Portion of the Unit. The lower boundary of any portion of the Interior Portion of a Unit shall be the horizontal plane of the topside of the concrete floor slab immediately below said portion of the Interior Portion of the Unit. The lower boundary of the Exterior Portion of each Unit shall be the horizontal plane of the topside of the concrete slab immediately below said Exterior Portion of the Unit, and the upper boundary of the Exterior Portion of each Unit shall be a point in space eight feet above the lower boundary of the Exterior Portion of said Unit.

(b)- All of the following, if wholly or partially situate within the aforesaid perimetrical and upper and lower boundaries of a particular unit, shall be regarded as part of the particular Unit:

(i)- all walls, partitions, dividers, doors; door frames, door hardware, and window panes;

(ii)- all kitchen equipment and fixtures, including, without limitation, ovens, refrigerators, freezers, sinks, ranges, cabinets, dishwashers, exhaust fans and waste disposal units;

(iii)- all bathroom, lavatory and plumbing fixtures and equipment including, without limitation, sinks, tubs, showers, toilets, vanities, exhaust fans, and medicine cabinets;

(iv)- all electrical and lighting fixtures, including, without limitation, outlets, switches, lamps, bulbs, outlet boxes, switch boxes, telephone outlets, circuit breakers, and circuit breaker panels;

(v)- all clothes washers, clothes dryers, hot water boilers, heating equipment, and air conditioning equipment;

(vi)- all piping, ducts, wiring, cables and conduits of any kind or type serving only the particular Unit;

All piping, ducts, wiring, cables and conduits of any kind or type located within the aforesaid boundaries of a particular Unit and serving Units other than the particular Unit shall not be regarded as part of the particular Unit but shall be a Common Element.

(c)- The following interests, rights and easements are appurtenant to each Unit, may not be permanently severed from the Unit to which they are appurtenant and shall be deemed to be conveyed, leased or encumbered with the Unit even though not expressly referred to in the respective deed, lease, mortgage or other instrument.

(1)- A proportionate interest in the Common Elements (as defined in Paragraph 8 hereof and set forth in Paragraph 10 hereof).

(2)- The exclusive right to use for private passenger motor vehicle parking purposes the parking space which is identified on the Declaration Plan by a designation relating to the particular Unit to which it is appurtenant. This exclusive right may be assigned pursuant to the terms of Article XII of the Code of Regulations. The parking spaces which are appurtenant to the "Astoria" Units (i. e. , the one-bedroom Units) are located in an outdoor parking area. The parking spaces which are appurtenant to the remaining forty (40) Units are located in the two level parking garage situated below the first floor of the Building.

(3)- The right to use the Common Elements in common with all other Unit Owners, except as limited herein, or in the Code of Regulations or Declaration Plan.



(4) the easements designated as appurtenant to a Unit, as set forth in Paragraphs 9 and 13 hereof.

## 8. DESCRIPTION OF COMMON ELEMENTS.

The Common Elements consist of all portions of the Property other than those portions of the Building which pursuant to Paragraph 7 hereof, are a part of a Unit including, by way of illustration and not of limitation, the following:

(a) The Land;

(b) The foundation, supports, columns, structural parts, main walls, roof of the Building, and all corridors, parking areas, driveways, shaftways, ceilings stairways, entrances, exits, floors, walls, doors, partitions and dividers forming a part of the Building which are not a part of any Unit;

(c) The entire lobby floor of the Building including but not limited to the following: (i) main lobby consisting of approximately 427 square feet; (ii) two (2) restrooms consisting of 117 square feet; (iii) two (2) large undeveloped rooms aggregating approximately 2,000 square feet to be used for such purposes as may be determined by the Unit Owners acting through the Council, with the cost of development being that of the Unit Owners.

(d) The yards, outdoor parking areas, driveways, roadways, walkways, and lawns;

(e) All portions of the Land and Building used exclusively for the management, operation and maintenance of the Common Elements;

(f) All space devoted to the use of persons employed in connection with the operation of the property;

(g) All installations of and systems for central services and utilities such as electricity, plumbing, sewerage, cable TV system, but expressly excluding the heating equipment, air conditioning equipment and other equipment situate within and a part of any Unit;

(h) All other apparatus and installation existing for common use, such as elevators, tanks, pumps, motors and control equipment;

(i) All other elements of the Building necessary or convenient to its existence, management, operation, maintenance and safety or normally in common use; and

(j) All airspace above the surface of the Land, excluding the air space enclosed by any Unit, all soil and other subterranean elements below the surface of the land.

## 9. ENCROACHMENTS.

If any portion of the Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of

the Common Elements, as a result of settling or shifting of the Building or as a result of any cause other than the purposeful or negligent act or omission of the Owner of the encroaching Unit, or of the Council in the case of encroachments by the Common Elements, an easement appurtenant to the encroaching Unit or Common Elements for the encroachment and for the maintenance of the same shall exist so long as the encroachment shall exist. In the event that any Building is partially or totally destroyed and is then rebuilt, encroachments of parts of the Common Elements upon any Unit which do not substantially interfere with the use and enjoyment of said Unit, or encroachments of any Unit upon any other Unit or upon any portion of the Common Elements which do not substantially interfere with the use and enjoyment of the Unit or Common Elements encroached upon, due to such rebuilding, shall be permitted, and valid easements appurtenant to the encroaching Units or Common Elements for such encroachments and the maintenance thereof shall exist so long as the encroachments shall exist. Said easements shall run with the Land and inure to the benefit of and be binding upon Declarant, each Unit Owner, the Council, and each mortgagee, lessee, or other person having any interest in any Unit and/or the Common Elements.

**10. PROPORTIONATE UNDIVIDED INTEREST OF EACH UNIT IN THE COMMON ELEMENTS.**

The following proportionate undivided interests in the Common Elements expressed as a percentage, are assigned to the Units:

<u>Unit Designation</u>	<u>Proportionate Undivided Int. in Common Elements (Expressed as a %)</u>	<u>Unit Designation</u>	<u>Proportionate Undivided Int. in Common Elements (Exp. as a %)</u>
<b>Second Floor</b>		<b>Fifth Floor</b>	
2A-Carlyle	2.0%	5A-Carlyle	2.0%
2B-Astoria	1.5%	5B-Astoria	1.5%
2C-Regency	2.5%	5C-Regency	2.5%
2D-Ritz	2.0%	5D-Ritz	2.0%
2E-Pierre	2.0%	5E-Pierre	2.0%
<b>Third Floor</b>		<b>Sixth Floor</b>	
3A-Carlyle	2.0%	6A-Carlyle	2.0%
3B-Astoria	1.5%	6B-Astoria	1.5%
3C-Regency	2.5%	6C-Regency	2.5%
3D-Ritz	2.0%	6D-Ritz	2.0%
3E-Pierre	2.0%	6E-Pierre	2.0%
<b>Fourth Floor</b>		<b>Seventh Floor</b>	
4A-Carlyle	2.0%	7A-Carlyle	2.0%
4B-Astoria	1.5%	7B-Astoria	1.5%
4C-Regency	2.5%	7C-Regency	2.5%
4D-Ritz	2.0%	7D-Ritz	2.0%
4E-Pierre	2.0%	7E-Pierre	2.0%

<u>Unit Designation</u>	<u>Proportionate Undivided Int. in Common Elements (Expressed as a %)</u>	<u>Unit Designation</u>	<u>Proportionate Undivided Int. in Common Element (Expressed as a%)</u>
Eighth Floor		Tenth Floor	
8A-Carlyle	2.0%	10A-Carlyle	2.0%
8B-Astoria	1.5%	10B-Astoria	1.5%
8C-Regency	2.5%	10C-Regency	2.5%
8D-Ritz	2.0%	10D-Ritz	2.0%
8E-Pierre	2.0%	10E-Pierre	2.0%
Ninth Floor		Eleventh Floor	
9A-Carlyle	2.0%	11A-Carlyle	2.0%
9B-Astoria	1.5%	11B-Astoria	1.5%
9C-Regency	2.5%	11C-Regency	2.5%
9D-Ritz	2.0%	11D-Ritz	2.0%
9E-Pierre	2.0%	11E-Pierre	2.0%
		TOTAL:	100%

**11. ALTERATION OF THE PROPORTIONATE UNDIVIDED INTERESTS OF UNITS IN THE COMMON ELEMENTS.**

The proportionate undivided interests in the Common Elements established by Paragraph 10 of this Declaration may not be altered except by the recording of an amendment to this Declaration duly executed by Unit Owners affected thereby .

**12. COMMON PROFITS AND EXPENSES.**

(a)- The common profits of the Property shall be distributed among, and the common expenses (as defined in Section 102(4) of the Act) shall be charged to the Unit Owners according to the percentage undivided interest of each Unit in the Common Elements as set forth in Paragraph 10 of this Declaration or in any amendment thereto.

(b)- All sums assessed by the Council for common expenses shall constitute the personal liability of the Unit Owner so assessed, and shall, until fully paid, constitute a charge against such Unit which shall be enforceable as provided in Section 703 of the Act.

**13. EASEMENTS.**

(a)- The Units and Common Elements shall be and hereby are made subject to an easement in favor of the appropriate utility companies for such utility services as are desirable or necessary to serve adequately the Property; including, without limitation, the right to install, lay, maintain, repair, relocate and/or replace any utility lines and/or equipment over, under, through

along or on the Property; provided, however, that any such easement through a Unit shall not be enlarged or extended without the consent of the Unit Owner beyond its extent on the date said Unit was first conveyed by Declarant.

(b) The Units shall be and hereby are made subject to an easement in favor of the Council for entrance to any Unit to maintain, repair or replace Common Elements, as well as to make repairs to Units if such repairs are reasonably necessary for public safety or to prevent damage to other Units or to the Common Elements.

(c) To the extent necessary, each Unit shall have an easement for structural support over every other Unit situate in the Building and over the Common Elements, and the Common Elements shall have an easement for support over all Units and the Common Elements.

(d) Each Unit shall have an easement to enter and encroach upon the walls and doors bounding the Unit to install, use, maintain, repair, remove and replace electrical, plumbing, heating and air conditioning fixtures or devices and to place nails, screws and other fastening devices in and upon said walls, provided that such action shall not in any manner structurally damage, weaken or impair any portion of the Common Elements, including said walls and doors.

(e) All easements and rights described in this Paragraph 13 are easements appurtenant, running with the Land, the Units and the Property, shall be in full force and effect for the life of this Declaration, as the same shall be amended from time to time, and at all times shall inure to the benefit of and be binding upon Declarant, its successors and assigns, the Council; and any Unit Owner, purchaser, mortgagee, lessee or other person having any interest in the Property or any Unit.

#### 14. STRUCTURAL MODIFICATION OR ALTERATIONS TO UNITS.

No Unit Owner shall make any structural modifications or alterations to or within his Unit without the prior written consent of the Council or of its duly authorized representative, which consent shall not be withheld if the Council determines that the proposed structural modification or alteration does not jeopardize or tend to jeopardize the soundness or safety of the Property or impair or tend to impair any easement or hereditament.

#### 15. MAINTENANCE AND REPAIR OF THE COMMON ELEMENTS: IMPROVEMENTS.

(a) No maintenance, repair, modification, replacement, removal, alteration, improvement or addition of or to the Common Elements or any portion thereof shall be performed or contracted for by any persons or entities other than the Council.

(b) The Council shall have the sole and exclusive authority (provided that Council may delegate said authority), and the duty and responsibility to maintain in constant good order and repair, and to make improvements or additions to, all portions of the Common Elements; all portions of a Unit which contribute to the support of the Building, including main bearing walls, but excluding painting, wall papering, decorating or other work on the interior surfaces of walls, ceilings and floors bounding or within a Unit; and all portions of a Unit (except window surfaces) which constitute a part of the exterior of the Building.

#### 16. MAINTENANCE AND REPAIR OF UNITS.

Each Unit Owner shall have the sole and exclusive duty and responsibility to maintain, repair, and replace, at his own expense, all portions of his Unit other than those portions set forth in Paragraph 15(b) hereof, except to the extent that any portion of his Unit is damaged or destroyed and insurance coverage against said damage or destruction is available pursuant to policies of insurance maintained by Council. Each Unit Owner shall have the sole and exclusive responsibility (i) for the cleaning of the exterior of any windows which abut his Unit, (ii) for maintaining and repairing any piping, ducts, wiring, cables and conduits located outside the boundaries of his Unit but which serve only his Unit, and (iii) for painting, wall papering, decorating and maintaining the interior surfaces of all walls, ceilings, doors, window frames, vents and floors within a Unit.

#### 17. USE OF UNITS.

The following restrictions shall apply to the use of Units, subject to such rules and regulations regarding the scope and operation of said restrictions as shall be adopted from time to time as part of the Code of Regulations:

(a) Each Unit shall be used only as a single family residence. No separate part of a Unit may be rented. The entire Unit may not be rented without a written lease agreement providing a term of at least one year, such lease agreement to be in form acceptable to the Council.

(b) No use or practice shall be permitted in any Unit which (i) is determined by the Council to be a source of undue annoyance to the residents or occupants of other Units or interferes with the peaceful possession and proper use of the Property by such other residents or occupants; or (ii) will materially increase the rate of insurance on the Property beyond that to be anticipated from the proper and accepted conduct of otherwise permitted uses hereunder.

(c) No Unit may be combined with any other Unit nor may it be divided nor any portion thereof sold or otherwise transferred without the prior written consent of the Council.

(d) Except as provided in Paragraph 13(e) (iv) hereof, no Unit Owner may erect or permit the erection of any sign, banner or notice in or on his Unit which is visible from outside his Unit without the prior written permission of the Council.

**18. DAMAGE TO COMMON ELEMENTS BY INDIVIDUAL UNIT OWNERS.**

Should the Council be required to make any expenditure for the repair or replacement of any portion of the Common Elements because of any damage, destruction or injury thereto (other than ordinary wear and tear) caused by one or more Unit Owners, or the family members residing in a Unit, or tenants of Unit Owners, the Unit Owner or Owners responsible for such damage, destruction, or injury, or whose family members or tenants are responsible for such damage, destruction, or injury, shall, to the extent that the Council is not required to maintain insurance to cover the particular damage, destruction, or injury, reimburse the Council for such expenditure.

**19. FIRST MEMBERS OF THE COUNCIL.**

The following individuals, each of whom is a resident of Pennsylvania, shall be the first members of the Council:

1. Joseph Sommers, 231 Oak Street, Old Forge, Pa.
2. Beth Brown, 812 Delaware Street, Scranton, Pa.
3. Richard S. Bishop, 7 Pen-Y-Bryn Drive, Scranton, Pa.
4. Moe Schick, 841 Madison Avenue, Scranton, Pa.
5. Pauline E. Kingsley, Park Garden Apartments, Scranton, Pa.

**20. INJURIES TO PERSONS OR PROPERTY OF UNIT OWNERS AS A RESULT OF COUNCIL'S NEGLIGENT MAINTENANCE OF THE COMMON ELEMENTS.**

(a) Should the person or property of any Unit Owner be injured or damaged as a result of negligent maintenance of the Common Elements by the Council or its employees or agents, such Unit Owner shall not bring or maintain any claim, action or suit against any Unit Owner or group of Unit Owners as a result of such negligence, but shall bring and maintain any claim, action, or suit based upon such negligence against the Council in its capacity as manager of the Property on behalf of all Unit Owners.

(b) Should the person or property of any Unit Owner be injured or damaged as a result of negligent maintenance of the Common Elements by the Council or its employees or agents, such Unit Owner shall not be precluded from suing or recovering from the Council (in its capacity as manager of the Property on behalf of all Unit Owners) for such negligence solely by virtue of:

- (i) the fact that the Unit Owner is a member of an unincorporated association of Unit Owners; or

(ii) any imputation of negligence to the Unit Owner solely by reason of his membership in an unincorporated association of Unit Owners;

(iii) any theory that the Unit Owner is engaged in a joint enterprise with all other Unit Owners in maintaining the Common Elements; or

(iv) the fact that a Unit Owner is a member or officer of the Council.

(c) The liability of the Council (in its capacity as manager of the Property on behalf of all Unit Owners) for injuries or damage to the persons or property of Unit Owners caused by the negligent maintenance of the Common Elements by Council or its employees or agents shall be limited to an amount equal to the higher of:

(i) The minimum limits of liability insurance coverage which the Council is required to maintain pursuant to Article IXA(2) of the Code of Regulations; or

(ii) the maximum limits of liability coverage under insurance policies which the Council has maintained pursuant to Article IXA(2) of the Code of Regulations which are in force on the date of the injury.

(d) Any deficiency between the amount recoverable by any Unit Owner pursuant to Paragraph 20(c) hereof and the amount of insurance coverage actually maintained by the Council pursuant to Article IXA(2) of the Code of Regulations shall be treated as a Common Expense and charged to all Unit Owners according to the percentage undivided interest of each Unit in the Common Elements.

## 21. UNITS SUBJECT TO ACT, THIS DECLARATION AND THE CODE OF REGULATIONS

All present and future Unit Owners, and all present and future lessees, occupants and mortgagees of Units shall be subject to, and shall comply with all of the provisions of the Act (whether or not said provisions are set forth in this Declaration), this Declaration, and the Code of Regulations, as they may be amended from time to time. The acceptance of a deed or conveyance or mortgage, or the entering into of a lease or the entering into occupancy of any Unit shall constitute an agreement that the provisions of the Act, this Declaration, and the Code of Regulations are accepted and ratified by such Owner, lessee, mortgagee, or occupant, and all of such provisions shall be covenants running with the Land and shall bind any person having at any time any interest or estate in any Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

## 22. RIGHT OF FIRST REFUSAL

(a) If any Unit Owner desires to sell or lease his Unit or any interest therein, and shall have received a bona fide offer for such sale or lease, the Declarant shall be given written notice thereof, together with an executed copy of such offer

containing a full description of the terms thereof. The Declarant shall have the right to purchase or lease such Unit or interest therein, as the case may be, upon the same terms and conditions as set forth in the offer therefore, provided written notice of such election is given to the Unit Owner and a matching down payment or deposit (if such is required by the terms of such offer) is provided to the Unit Owner within fifteen (15) days following the delivery to Declarant of such notice and a copy of such offer.

(b) In the event that Declarant shall elect to purchase any Unit or any interest therein, title shall close on the date specified in the bona fide offer to purchase, or, if no date is specified in said offer, on a date ninety (90) days after the giving of notice by Declarant of its election to purchase said Unit.

(c) In the event that Declarant elects to lease any Unit, the Unit Owner shall execute and deliver to Declarant, upon demand, a lease, between the Unit Owner as Landlord and Declarant as Tenant, containing terms and conditions set forth in the bona fide offer to lease.

(d) The sale or lease of any Unit by a Unit Owner to his spouse, his children, his parents, the parents of his spouse, his brothers or sisters, or to the brothers or sisters of his spouse shall not be subject to Declarant's right of first refusal.

(e) The failure or refusal by Declarant to exercise its right of first refusal set forth in this Paragraph 22 with respect to any particular bona fide offer to purchase or lease the particular Unit or any other Unit.

(f) If any Unit Owner attempts to sell or lease his Unit without giving Declarant the right of first refusal set forth in this Paragraph 22, such sale or lease shall be void and shall confer no title or interest whatsoever upon the intended purchaser or lessee.

(g) On December 31, 1975, Declarant's right of first refusal as set forth in this Paragraph 22 shall vest in the Council.

(h) Declarant may assign its right of first refusal set forth in this Paragraph 22 to any individual or entity, provided that no such assignment shall be capable of conferring upon any assignee the right to exercise said right of first refusal after December 31, 1975.

(i) This Paragraph 22 shall not apply to the assignment of a Parking Space pursuant to the terms of Article XII of the Code of Regulations not shall it apply to Units owned by Declarant.

## 23. AMENDMENT OF DECLARATION AND DECLARATION PLAN.

(a) Except as otherwise provided in the Act, this Declaration and/or the Code of Regulations, amendment of this Declaration and the Declaration Plan may be



effectuated by the vote of the Unit Owners holding eighty percent (80%) of the proportionate undivided interests in the Common Elements cast in person or by proxy at a meeting duly held in accordance with the provisions of the Code of Regulations; provided, however, that if such amendment shall make any change which would have a material effect upon any of the interests, rights, privileges, powers and options of the Declarant (including by way of illustration and not limitation, the ability of Declarant to market or lease any unsold Units at a commercially reasonable price), such amendment shall require the joinder of Declarant.

(b) If any amendment is necessary in the judgment of the Council to cure any ambiguity or to correct or supplement any provision of the Declaration or of the Code of Regulations which is defective or inconsistent with any other provision hereof or thereof or with the Act, or to change, correct or supplement anything appearing or failing to appear in the Declaration Plan which is incorrect, defective or similarly inconsistent, the Council may, at any time and from time to time, effect an appropriate corrective amendment without the approval of the Unit Owners, upon receipt by the Council of an opinion from independent counsel to the effect that the proposed amendment is permitted by the terms of this paragraph, together with an appropriate opinion from an independent registered architect or licensed professional engineer relating to the error, omission or inconsistency in the case of any such amendment to the Declaration Plan. Each such amendment shall be effective upon the recording of an appropriate instrument setting forth the amendment and its due adoption, duly executed and acknowledged by the appropriate officers of the Council.

#### 24. INTERPRETATION.

The provisions of this Declaration shall be liberally construed in order to effectuate Declarant's desire to create a uniform plan for development and operation of a condominium project. The headings preceding the various paragraphs of this Declaration are intended solely for the convenience of readers hereof and shall not be deemed relevant in the construction of this Declaration.

#### 25. SEVERABILITY.

The provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof unless such deletion shall destroy the uniform plan for development and operation of the condominium project which this Declaration is intended to create.

#### 26. EFFECTIVE DATE.

This Declaration shall become effective in accordance with the provisions of the Act.

IN WITNESS WHEREOF, Declarant, intending to be legally bound, has duly executed this Declaration, the day and year first above written.

WEINBERGER FINANCIAL HOLDINGS, LTD.  
t/a PLAZA 550 CONDOMINIUM

Harold Weinberger (SEAL)  
Harold Weinberger, Ltd. Partner

Murray Weinberger (SEAL)  
Murray Weinberger, Ltd. Partner

By Gilbert Weinberger  
Gilbert Weinberger, General Partner

Julius Weinberger (SEAL)  
Julius Weinberger, Limited Partner

Louis Weinberger (SEAL)  
Louis Weinberger, Limited Partner

EXHIBIT "A"

ALL those certain pieces of parcels of land situated in the City of Scranton, Lackawanna County, Pennsylvania, more particularly described as follows: BEGINNING at the intersection of the Easterly fence line of Clay Avenue with the Southerly fence line of Olive Street; thence along the Easterly fence line of Clay Avenue South 47°21' West 101.54 feet to a corner; thence along the land of the grantor South 42°39' East 163.63 feet to a corner; thence South 47°21' West 35.90 feet; thence South 42°39' East 13.58 feet to the Northwesterly corner of land described by the above first parcel; thence along the Northerly line of said land and along the Northerly side of land conveyed by Elizabeth B. Boles to Helen Boies Belden by deed dated February 12, 1910, recorded in Lackawanna County, Pennsylvania, in Deed Book 248, Page 226, North 47°16' East 136.98 feet to a corner in the Southerly fence line of Olive Street; thence along the Southerly fence line of Olive Street North 42°30' West 177.01 feet to the place of beginning. Containing 18,427.09 square feet; the boundaries of the said parcel of land are shown on the blueprint attached to within mentioned Deed prepared from a survey made by Stevenson and Knight, Civil Engineers, on June 3, 1927 and are designated there as "Second Parcel".


BEING the same premises conveyed to Weinberger Financial Holdings, Ltd., a Pennsylvania Limited Partnership, by John McLean Kelly, Trustee, et al, by deed dated November 3, 1972 and recorded in the Office of the Recorder of Deeds in and for Lackawanna County on February 20, 1973 in Deed Book No. 791 Pages 299-303.

BOOK 841 PAGE 323

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF LACKAWANNA :

On this 15th day of October, 1974, before me, the undersigned officer, personally appeared Gilbert Weinberger, General Partner, and Louis Weinberger, Julius G. Weinberger, Harold Weinberger, and Murray Weinberger, Limited Partners of Weinberger Financial Holdings, Ltd., a Pennsylvania Limited Partnership, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

  
\_\_\_\_\_  
Notary Public  
My Commission Expires:

ROSE HARRIS, Notary Public  
My Commission Expires Jan. 24, 1975  
Office at Breerton, Lackawanna Co., Pa.

BOOK 841 PAGE 330



371

FILED FOR RECORD  
Nov 15 2 09 PM '74  
RECEIVED  
STATE TAX

III.

CODE OF REGULATIONS

RECORDED IN THE OFFICE OF RECORDS & DOCUMENTS  
IN AND FOR LOUISIANA COUNTY, MISSISSIPPI  
DATE 11-15-74  
PAGE 14  
BOOK 841 REC 331  
MISSISSIPPI DEPARTMENT OF REVENUE  
OFFICE OF RECORDS & DOCUMENTS  
STATE OF MISSISSIPPI

BOOK 841 REC 331



CODE OF REGULATIONS

This CODE OF REGULATIONS is established and adopted this        day of       , 197       , pursuant to the Pennsylvania Unit Property Act, Act of July 3, 1963, P.L. 196 (the "Act") by the undersigned persons constituting all of the first members of the Council of Plaza 550.

ARTICLE I

Identification of the Property

This Code of Regulations (hereinafter the "Code") shall govern the administration of that certain tract of ground, situate in the City of Scranton, County of Lackawanna, Commonwealth of Pennsylvania, and all improvements situate upon or beneath said tract is more particularly described in Exhibit "A" attached hereto (said tract and improvements being hereinafter referred to as the "Property"), which Property has been submitted to the provisions of the Act by a declaration of condominium ("Condominium Declaration") and declaration plan ("Declaration Plan") recorded contemporaneously with the recording of this Code in the Office of the Recorder of Deeds for Lackawanna County, Pennsylvania.

ARTICLE II

Definitions

A. The following words and terms when used in this Code (unless the context requires otherwise) shall have the same meanings respectively ascribed to them in the Condominium Declaration: Council; Unit Owner; Unit; Declarant; Common Elements; Declaration Plan.

B. The following words and terms when used in this Code (unless the context requires otherwise) shall have the following respective meanings:

(1) "Insurance Trust Agreement" shall mean and refer to an agreement between the Council and any bank or savings institution as trustee, which shall provide that in the event that the net proceeds payable pursuant to any casualty insurance policy obtained by the Council pursuant to the provisions of Article IX hereof as a result of a single occurrence exceed \$50,000, said proceeds shall be paid to said trustee, and held and/or disbursed by said trustee pursuant to the terms of Article X hereof.

(2) "Insured Fixtures and Improvements" shall mean and refer to:

(a) with respect to a Unit that has been sold by Declarant,

all fixtures and improvements installed or located therein on the date of the first sale of said Unit by Declarant, and any replacements of said fixtures and improvements; and

(b) with respect to a Unit that has never been sold by Declarant, all fixtures and improvements installed or located therein.

(3) "Fiscal Year of the Property" shall mean and refer to the period from January 1st through December 31st of each year, unless changed by resolution of the Council.

### ARTICLE III

#### Meetings of Unit Owners

A. Annual Meetings of the Unit Owners. The first annual meeting of the Unit Owners shall be held on the earlier of (i) the first Monday of November, 1975 or (ii) the First Monday in the month following the month during which title to Units having in the aggregate Proportionate Interests in the Common Elements in excess of eighty (80%) per cent shall have been conveyed by Declarant to Unit Owners other than Declarant. The Secretary of the Council ("Secretary") shall thereupon give fifteen (15) days written notice thereof to all Unit Owners, and such meeting shall be held on the date specified in such notice. Thereafter, annual meetings shall be called by the President and held on the first Monday of November in each year.

B. Special Meetings of the Unit Owners. At any time after the first annual meeting, the President shall promptly call special meetings of the Unit Owners when so directed by a resolution of the Council or by a petition signed by Unit Owners having Proportionate Interests aggregating 40% or more, specifying in each case the purpose thereof.

C. Notice of Meetings of the Unit Owners. The Secretary shall give notice of each annual and each special meeting of the Unit Owners to the Unit Owners at least ten (10) and not more than thirty (30) days prior to the meeting date. The notice shall specify the time and place of the meeting and, in the case of each special meeting, shall include the purposes thereof as specified in the resolution or petition pursuant to which said meeting was called.

D. Place of Meetings. Meetings of the Unit Owners shall be held at whatever location the Council may deem convenient.

E. Purpose and Business of Meetings of Unit Owners.

(1) Annual Meetings. The annual meeting shall be called to elect the members of the Council unless such action is being taken pursuant to the provisions of Article III H of this Code, and to conduct whatever other business



may be required or permitted by law, the Condominium Declaration, or this Code to be done by a vote of the Unit Owners. The Treasurer of the Council ("Treasurer") shall present at each annual meeting an audit (prepared and certified by an independent certified public accountant) of the Common Expenses, itemizing receipts and expenditures, and the allocation thereof to each Unit Owner. Such audit shall be delivered to all Unit Owners not less than ten (10) days prior to the annual meeting.

(2) Special Meetings. Special meetings shall be called for the purpose of considering matters which shall be required or permitted by law, the Condominium Declaration, or this Code, to be done by a vote of the Unit Owners. No business shall be transacted at the meeting other than as specified in the notice thereof.

F. Voting. Subject to the provisions of this Section and except as otherwise provided in this Code, Unit Owners shall vote according to their Proportionate Interest in the Common Elements as provided in the Declaration. For example, the Owner of an Astoria Unit will have 1.5 votes, the Owner of a Carlyle Unit shall have 2.0 votes, etc. Except as otherwise provided by law, the Condominium Declaration, or this Code, acts of the Unit Owners shall require the approval of Unit Owners together entitled to cast in excess of fifty (50%) per cent of the votes of all Unit Owners present in person or by proxy. The Unit Owners may cast their votes at all meetings either in person or by proxy. All such proxies shall be in writing and shall be delivered to the Secretary at least one (1) day prior to the meeting for which the proxy has been given, and shall be revocable at any time by written notice to the Secretary. No proxy shall endure for more than one meeting and any postponements thereof, unless the proxy shall state some longer period of duration, which in any event shall not exceed eleven (11) months. 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 reflect the Proportionate Interests and the Unit Owners and shall be closed for each meeting at the close of business on the business day preceding the meeting date. In cases where the Unit Owner consists of more than one person or entity, such Unit Owner shall designate in writing one person who along shall be entitled to exercise the entire voting rights appurtenant to the Unit, which designation shall be reflected on such voting list and shall be controlling until cancelled or superseded by written notice from such Unit Owner to the Secretary received at least One (1) day prior to the meeting for which said notice is to be effective. If the co-owners shall fail to designate such a person at any time, they shall nevertheless be required to cast their votes unanimously. Where a Unit is held in a fiduciary capacity, the fiduciary rather than the beneficiary shall be entitled to exercise voting rights for that Unit. The voting list shall be kept at the office of the Council and may be inspected during regular business hours by any Unit Owner or purchaser, and it shall be produced and kept open to like inspection throughout each meeting of the Unit Owners.

G. Quorum. No official business may be transacted nor may any binding vote be taken at any meeting of Unit Owners, either annual or special, unless a quorum of

Unit Owners is present. Except as otherwise expressly provided in this Code, a quorum for all meetings shall exist if there is present, in person or by proxy, Unit Owners together entitled to case in excess of fifty percent (50%) of the votes of all Unit Owners. If a quorum is not present at any meeting, the Unit Owners present in person or by proxy, by majority vote, may reschedule the meeting for a later date and the Secretary shall give all Unit Owners fifteen (15) days notice thereof. If no quorum is present at such second meeting, the notice procedure shall be repeated if a majority of the Unit Owners present in person or by proxy vote to call a third meeting. A quorum at such third meeting shall consist of whatever number of Unit Owners is present, whether or not their combined votes are in excess of fifty percent (50%) of the votes of all Unit Owners.

H. Actions of the Unit Owners Without a Meeting. At any time after the first annual meeting, any action required or permitted to be taken by a vote of the Unit Owners may be taken without a meeting by the written consent, stating the action so taken, of that number of Unit Owners whose votes would otherwise have been sufficient to take the action if a meeting had been held at which all Unit Owners were present.

## ARTICLE IV

### The Council

A. Duties and Powers. Subject to any limitations set forth in the Act, the Condominium Declaration, or this Code, the Council shall manage the business, operation and affairs of the Property on behalf of the Unit Owner, and shall have all powers necessary and proper to effect said management, including, but not limited to the power to:

- (1) maintain, repair and/or replace, and make improvements or additions to the Common Elements;
- (2) fix Common Expense assessments pursuant to the provisions of Article VIII B hereof;
- (3) assess and collect funds from Unit Owners for Common Expenses and to pay said Common Expenses;
- (4) to establish, promulgate, amend, repeal and enforce rules for the fair and equitable use and enjoyment of the Common Elements (which rules shall be known as the "Rules and Regulations of Plaza 550);
- (5) enter into agreements, contracts, deeds, leases, mortgages and other written instruments or documents on behalf of the Unit Owners, and perform and carry out all obligations incurred pursuant thereto;
- (6) open and maintain bank accounts;
- (7) purchase, hold, sell, convey, mortgage or lease any Units pursuant to Paragraph B of this Article, Article VIII C (2) hereof or pursuant

to Paragraph 22 of the Condominium Declaration;

(8) obtain insurance pursuant to Article IX hereof;

(9) bring, prosecute, defend and/or settle litigation against itself and its members and officers, the Unit Owners, or the Property, and pay any adverse judgment entered in said litigation.

B. Retention of Manager by the Council. The Council is hereby authorized to delegate to one or more persons or business entities (hereinafter collectively called the "Manager"), as and to the extent the Council deems said delegation appropriate, the Council's duty and power to manage the business, operation and affairs of the Property. Such delegation may be, but need not be, sufficiently broad to encompass the full range of powers and duties of the Council. The Council shall have the power to fix the Manager's compensation. Such compensation and expenses shall be assessed as a Common Expense.

C. Number and Qualification. The Council shall consist of five (5) natural persons, each of whom shall be at least eighteen (18) years of age and a resident of the Commonwealth of Pennsylvania. A person need not be a Unit Owner in order to be a member of the Council.

D. First Members of the Council. The first members of the Council shall be those persons designated as such in the Condominium Declaration. The first members, or their respective successors, if any, from time to time designated by the Declarant, shall serve until their successors have been elected at the first annual meeting of Unit Owners.

E. Election and Term of Office. The first members of Council shall serve until the first annual meeting of the Unit Owners. At the first annual meeting of the Unit Owners three (3) persons shall be duly elected to the Council for a term of two (2) years. At or before the first such meeting the Declarant shall designate the three (3) existing Council members whose terms of office will expire upon the election of the three (3) new Council members at such meeting. At the second annual meeting of the Unit Owners two (2) persons shall be duly elected to the Council to replace the remaining two (2) Council members who had been appointed by Declarant. At every annual meeting thereafter there shall be an election to replace the Council members whose two (2) year terms have then expired. Council members shall serve until their respective successors are duly elected, or until their death, removal, or resignation. In the event an annual meeting is postponed pursuant to Article III G hereof, the two (2) year term shall automatically be extended for the period of postponement. A Council member may serve an unlimited number of terms. Nominations of candidates for Council membership may be made from the floor at the annual meeting of Unit Owners, or at any special meeting of Unit Owners called for the purpose of making said nominations. Each Unit Owner shall be entitled to vote for five (5) candidates for Council membership and the five (5) nominees receiving the highest number of votes shall be declared elected. There shall be no cumulative voting.

F. Resignations and Removal of Members of the Council. Any member of the Council may resign from the Council at any time by written notice to the Council. At any special meeting of Unit Owners, any one or more of the members of the Council other than those appointed by Declarant may be removed with or without cause by the approval of Unit Owners together entitled to cast in excess of sixty percent (60%) of the votes of all Unit Owners present in person or by proxy, and a successor shall then be elected to serve as a member of the Council for the remainder of the term of the member removed. Any member of the Council whose removal has been proposed shall be given an opportunity to be heard at the meeting.

G. Vacancies. Vacancies in the Council caused by any reason other than the removal of a member thereof by a vote of the Unit Owners shall be filled by a vote of a majority of the remaining members of the Council, even though less than a quorum, promptly after the occurrence thereof, and each person so elected shall be a member of the Council for the remainder of the term so filled.

H. Organizational Meeting of the Council. An organizational meeting of each newly elected Council shall be called by the President of the previous Council and held within ten (10) business days following each annual meeting of the Unit Owners, at such time and place as the President of the previous Council shall determine, for the purposes of organization, annual election of officers and for any other purpose which may be required or permitted by law, the Condominium Declaration, or this Code to be done by a vote of the Council. The Secretary of the previous Council shall give each member of the newly elected Council at least five (5) days written notice of said organizational meeting.

I. Regular Meetings of the Council. Regular meetings of the Council may be held for any purpose (with the exception of annual election of officers) which may be required or permitted by law, the Condominium Declaration or this Code to be done by a vote of the Council. Said regular meetings shall be held at such times as the Council may from time to time determine; provided that ; (i) in any event such Council meetings shall be held at least once every two (2) months; and (ii) there shall be a meeting of Council during the first full calendar week of December of each year at which the Council shall fix the Regular Assessment for the forthcoming fiscal year. The Secretary shall give each member of the Council at least ten (10) days written notice of each regular meeting.

J. Special Meetings of the Council. Special meetings of the Council may be called by the President or by two or more members of the Council, for any purpose (with the exception of annual election of officers) which may be required or permitted by law, the Condominium Declaration or this Code to be done by a vote of the Council, and held on notice by letter, telegram or personal service, mailed or delivered not less than five (5) days prior to the meeting date, specifying the time, place and purposes of the meeting. No business may be transacted at a special meeting other than as specified in the notice thereof.

K. Place of Council Meetings. All meetings of the Council shall be held at the Property or at such other place as the Council may specify.

L. Waiver of Notice. Any notice of any meeting of the Council may be waived by any member thereof in writing prior to, or subsequent to the meeting, and attendance at the meeting shall constitute a waiver of notice thereof.

M. Effect of Presence at Meetings of the Council. Any member of the Council present at any meeting thereof shall be deemed to have assented to any action taken at said meeting unless his dissent is entered on the minutes thereof or unless he shall file his written dissent with the Secretary at or immediately following the adjournment thereof, provided that no member may so dissent from any action for which he voted at the meeting.

N. Voting. Each Council member shall be entitled to cast one (1) vote, and a majority vote of those members of the Council present, in person or pursuant to the provisions of Article IV P of this Code, at any meeting of the Council, shall constitute the act of the Council unless otherwise provided in the Condominium Declaration or this Code.

O. Quorum. No official business may be transacted nor may any binding vote be taken at any meeting of the Council, either organizational, regular, or special, unless a quorum of the Council is present. Except as otherwise expressly provided in this Code, a quorum for all meetings shall exist if there is present in person, or pursuant to the provisions of Article IV P of this Code, a majority of the then duly elected members of the Council. If less than a quorum is present at any meeting, a majority of those present may adjourn the meeting from time to time, and at any adjourned meeting at which a quorum is present any business may be transacted which could have been transacted at the meeting originally called, without further notice.

P. Participation in Meetings by Communications Equipment. One or more members of the Council may participate in and be counted for quorum purposes at any meeting of the Council by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other.

Q. Action by Written Consent. The members of the Council may act by unanimous consent in lieu of a meeting.

R. No Compensation of Members of the Council. No member of the Council shall be compensated for performing his duties as a member of the Council.

## ARTICLE V

### Officers of the Council

A. Number and Qualifications. The officers of the Council to be elected annually by the Council shall include a President, Vice President, Secretary, and Treasurer (the "Permanent Officers"). All Permanent Officers shall be members of the Council, and each officer may serve an unlimited number of terms so long as he

is reelected to the Council. Any member of the Council except the President may hold two or more Council offices simultaneously.

B. Election, Term and Removal. The Permanent Officers shall be elected annually by the Council at its organizational meeting, and shall serve until their successors are elected at the next following organization meeting. Any Permanent Officer may be removed from his office at any time by a vote of Unit Owners, pursuant to the provisions of Article IV F of this Code, removing said officer as a member of the Council.

C. Vacancies. Any vacancy in any Permanent Office by reason of death, resignation, removal or otherwise, shall be promptly filled by the Council, the successor to serve the balance of the term so filled.

D. Additional Officers. The Council may from time to time appoint from among the Council members one or more additional officers (the "Additional Officers") who shall serve at the pleasure of the Council.

E. President. The President shall preside at all meetings of Unit Owners and of the Council and shall have all powers and duties customarily vested in the President of a corporation incorporated under the laws of Pennsylvania, including the power to execute, acknowledge and deliver instruments on behalf of the Council.

F. Vice President. The Vice President shall exercise the powers and duties of the President in the event of the President's absence or incapacity to act, and such other duties as the Council or the President may impose.

G. Secretary. The Secretary shall keep or cause to be kept all records (or copies thereof if such documents must be recorded) of the Unit Owners and the Council. He shall give or cause to be given all notices as required by law, the Condominium Declaration, or this Code; shall take and keep minutes of all meetings of the Unit Owners and the Council; and shall keep a record of the names and addresses of all Unit Owners and the voting lists referred to in Article III F hereof. The Secretary shall, in general, perform all duties and have such powers as are customarily vested in the Secretary of a corporation incorporated under the laws of Pennsylvania.

H. Treasurer. The Treasurer shall have charge and custody of all funds held by the Council. The Treasurer shall keep or cause to be kept correct and complete accounts and records of all financial transactions of the Council, including, without limitation, expenditures affecting the Common Elements, specifying and itemizing the maintenance, repair and replacement expenses of the Common Elements and any other expenses of the Common Elements and any other expenses incurred. In accordance with the actions of the Council 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 Council in the Council's name in such depositories as the Council may from time to time designate. He shall render to the Council 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 of the Council and/or the Unit Owners handling such funds shall, if required by the Council, furnish bond in such form and amount and covering such risks as the Council shall require, the premium for which shall be a Common Expense.

I. Compensation. The officers of the Council shall receive no compensation unless such compensation is approved by the Unit Owners. If any compensation is given it shall be treated as a Common Expense of the Property. Appointment or election as an officer shall not carry with it an automatic contractual right to compensation.

J. Execution of Instruments. No agreement, check, deed, lease or other instrument or document shall be binding upon the Unit Owners unless entered into on their behalf by the Council and signed by two of the Permanent Officers or by one Permanent Officer and one Additional Officer, except as such power may be delegated to a Manager pursuant to Article IV B hereof.

## ARTICLE VI

### Liability and Indemnification of Council Members and Officers

A. Liability. Council members and officers in their capacity as Council members and/or officers (i) shall not be personally liable to the Unit Owners as a result of the performance of their duties for any mistake of judgment, negligence or otherwise, except for their own willful misconduct; (ii) 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 by them on behalf of the Unit Owners in their capacity as Council members and/or officers; (iii) shall have no personal liability in tort to a Unit Owner or any other person or entity direct or imputed, by virtue of acts performed by or for them, except for their own willful misconduct; and (iv) shall have no personal liability arising out of the use, misuse or condition of the Property, or which might in any other way be assessed against or imputed to them as a result of or by virtue of their performance of their duties, except for their own willful misconduct.

B. Indemnification. Each member of the Council in his capacity as a Council member and/or officer shall be indemnified by the Unit Owners against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being or having been a member and/or officer of the Council, or any settlement thereof, whether or not he is a Council member and/or officer at the time such expenses are incurred, except in such cases wherein the Council member and/or officer is adjudged guilty of willful misconduct in the performance of his duties; provided that, in the event of a settlement, the indemnification shall apply only if and

when the Council (with the affected member abstaining if he is then a Council member) approves such settlement and reimbursement as being in the best interests of the Unit Owners. The indemnification by the Unit Owners set forth in this Article VI B shall be paid by the Council on behalf of the Unit Owners and shall constitute a Common Expense. Such right of indemnification shall not be deemed exclusive of any other rights to which such Council member and/or officer may be entitled as a matter of law or agreement or vote of Unit Owners or of the Council or otherwise.

## ARTICLE VII

### Language Concerning Liability in Agreements; Notice of Suits and Opportunity to Defend

A. Language Concerning Liability in Agreements. Every agreement, deed, lease, or other instrument entered into by the Council on behalf of the Unit Owners shall provide (i) that the individuals executing the same are acting only as agents for the Unit Owners and shall have no personal liability thereunder (except to the extent, if any, that they may also be Unit Owners at the time any such liability is assessed); (ii) that any claim by the other party or parties thereto shall be asserted against the Council, which shall act on behalf of the Unit Owners in respect thereto; and (iii) that any liability thereunder or in respect of the subject thereof shall be borne by those who are Unit Owners at the time such liability may be assessed by the Council as a Common Expense, for which assessment each such Unit Owner shall be liable only severally to the extent of his Proportionate Interest.

B. Notice of Suits and Opportunity to Defend. Complaints brought against the Unit Owners as a group or class, or the Council, or the officers, employees or agents thereof, in their respective capacities as such, or the Property as a whole, shall be directed to the Council, which shall promptly give written notice thereof to the Unit Owners and shall defend same, and the Unit Owners shall have no right to participate other than through the Council in such defense. Complaints against one or more but less than all Unit Owners, or Units, alleging liabilities arising from the individual conduct of the defendant(s), or his (or their) ownership of a particular Unit(s), as distinguished from the conduct of the Unit Owners as a group or class, or a condition of a particular Unit, as distinguished from a condition generally affecting the Property, shall be directed to such Unit Owners who shall promptly give written notice thereof to the Council and shall be defended by such Unit Owner(s) at his (or their) expense.

## ARTICLE VIII

### Common Expenses

A. Items Declared Common Expenses. The following are hereby declared to be Common Expenses:



(1) Expenses of administration, operation, maintenance, repair and replacement of all portions of the Common Elements, including such amounts as the Council deems proper to establish reserves for replacement of said portions of the Common Elements;

(2) expenses of the Council in managing the business, operation and affairs of the Property on behalf of the Unit Owners;

(3) expenses of obtaining and maintaining water, sewer and trash removal service for all Unit Owners;

(4) expenses of obtaining and maintaining the following for use in connection with the operation and maintenance of the Common Elements: electric service; water services; trash removal service; vermin extermination service;

(5) premiums on all policies of insurance required to be maintained pursuant to Article IX A hereof, and Insurance Trustee Fees;

(6) fees or compensation due to any Manager retained by Council pursuant to Article IV B hereof;

(7) such amounts as the Council deems proper for working capital, general operating reserves, reserves for contingencies, and to make up any uncollectable delinquencies in the payment of assessments for Common Expenses;

(8) any expense declared common by the provisions of the Act, by the Condominium Declaration, or elsewhere in this Code; and

(9) expenses agreed upon as common by all the Unit Owners.

#### B. Assessment of Common Expenses.

(1) Regular Assessments. Within thirty (30) days prior to the expiration of each Fiscal Year of the Property, the Council shall estimate the net charges for Common Expenses to be expended during the following fiscal year (said estimate of charges being hereinafter referred to as the "Regular Assessment"). Each Unit Owner shall be assessed a share of the Regular Assessment determined by multiplying the Regular Assessment by the Unit Owner's Proportionate Interest.

(2) Additional Assessments. If the Regular Assessment estimated at the beginning of any Fiscal Year of the Property shall prove to be insufficient to cover the actual Common Expenses for such Fiscal Year for any reason, the Council shall, at any time it deems necessary and proper, levy an additional assessment ("Additional Assessment") against the Unit Owners. Each Unit Owner shall be assessed a share of the Additional Assessment determined by multiplying the Additional Assessment by the Unit Owner's Proportionate Interest.

(3) Special Assessment. The Council shall estimate, prior to the expiration of each Fiscal Year of the Property, that portion of the net charges for Common Expenses which are directly attributable to the operation and maintenance of the parking garage portion of the Property. This portion of the net charges shall be allocated equally for each parking space in the aforesaid parking garage portion of the Property to produce the individual parking space charge (the "Parking Space Charge"). In the event the exclusive right to the use of such individual parking space is assigned by one Unit Owner (the "Assignor Unit Owner") to another Unit Owner (the "Assignee Unit Owner") pursuant to the terms of Article XII hereof, the Parking Space Charge shall be a Special Assessment against the Assignee Unit Owner, and, upon payment thereof, a credit against the Regular Assessment Share of the Assignor Unit Owner.

(4) Payment of Assessments. Each Unit Owner shall pay any and all Regular, Additional, and/or Special Assessments either (a) in equal monthly installments, such installment payments to be made to the Council on or before the first day of each month, or (b) by such other method of payment as the Council may determine from time to time.

(5) Failure to fix Regular and/or Special Assessments. If the Council shall fail to fix a new Regular and/or Special Assessments for the upcoming Fiscal Year of the Property before the expiration of any Fiscal Year, the Unit Owners shall continue to pay the same sums they were paying in the Fiscal Year just ended until such time as the Council shall fix new Regular and/or Special Assessments.

(6) Prohibition of Waiver of Assessment. No Unit Owner may exempt himself from liability with respect to the Common Expenses by waiver of the enjoyment of the right to use any of the Common Elements or by the abandonment of his Unit or otherwise.

#### C. Defaults in Payment of Assessments.

(1) Personal Debt Reducible to Judgment. All sums assessed by the Council against any Unit Owner for the share of Common Expenses chargeable to that Unit shall constitute the personal liability of the Unit Owner so assessed and shall, until fully paid, together with interest thereon at the rate of six percent per annum from the thirtieth (30th) day following adoption of the resolution fixing such assessment, constitute a charge against such Unit which shall be enforceable by suit in assumpsit against such defaulting Unit Owner by the Council acting on behalf of the Unit Owners. Each such suit when filed shall refer to the Act and to the Unit and Unit Owner against which the assessment is made and shall be indexed by the prothonotary as *lis pendens*. Any judgment against a Unit or Unit Owner, or both, shall be enforceable in the same manner as otherwise provided by law. The delinquent Unit Owner shall be obligated to pay all expenses of the Council, including reasonable attorney's fees, incurred in the collection of the delinquent assessment by legal proceedings or otherwise.

(2) Unpaid Assessments upon Execution Sale Against a Unit.

In the event that title to a Unit is transferred by sheriff's sale pursuant to execution upon any lien against such Unit, the Council may give notice in writing to the sheriff of any unpaid assessments for Common Expenses which are a charge against the Unit but have not been reduced to liens pursuant to Section 703 of the Act, and the sheriff shall pay the assessments of which he has such notice out of any proceeds of the sale which remain in his hands for distribution after payment of all other claims which he is required by law to pay, but prior to any distribution of the balance to the former Unit Owner against whom the execution issued. The purchaser at such sheriff's sale and the Unit involved shall not be liable for unpaid assessments for Common Expenses which became due prior to the sheriff's sale of the Unit. Any such unpaid assessments which cannot be promptly collected from the former Unit Owner may be reassessed by the Council as a Common Expense to be collected from all of the Unit Owners, including the purchaser who acquired title at the sheriff's sale, his successors and assigns. To protect its right to collect unpaid assessments which are a charge against a Unit, the Council may, on behalf of the Unit Owners, purchase the Unit at sheriff's sale provided such action is authorized by the affirmative vote of a majority of the members of Council and if it does so purchase, the Council shall thereafter have the power to sell, convey, mortgage or lease such Unit to any person whatsoever.

(3) 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 in the manner set forth in Section 703 of the Act. Any person who shall have entered into a written agreement to purchase a Unit shall be entitled to obtain from the Treasurer of the Council 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 such excess which cannot be promptly collected from the former Unit Owner may be reassessed by the Council as a Common Expense to be collected from all of the Unit Owners, including the purchaser, his successors and assigns.

## ARTICLE IX

### Insurance

A. Insurance to be Maintained. The Council shall obtain and continuously Maintain:

(1) Insurance against loss by damage to or destruction of the

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Common Elements and/or the Units (including, without limitation, all Insured Fixtures and Improvements, but excluding any other fixtures or improvements installed or located in the Units) by fire or by such other risks as may be covered by a fire insurance policy with endorsement for extended coverage; in an amount equal to the full insurable replacement value, without deduction for depreciation of said Common Elements and Units, with a deductible provision in an amount to be determined by Council but not to exceed \$10,000, payable on behalf of all Unit Owners and holders of mortgages on Units as follows: (i) in the event that the net proceeds from any single occurrence do not exceed \$50,000, to the Council; and (ii) in the event that the net proceeds from any single occurrence exceed \$50,000 to \_\_\_\_\_, Trustee, or to any successor trustee designated by the Council to serve as trustee pursuant to an Insurance Trust Agreement (the "Insurance Trustee"). Said insurance shall contain a separate loss payable endorsement in favor of the holders of mortgages on Units modified to make the loss payable provisions in favor of said holders subject and subordinate to the loss payable provisions in favor of the Council and the Insurance Trustee.

(2) Comprehensive liability insurance, insuring the Unit Owners and the Council and its members and officers, against any liability to other persons or entities or to the Unit Owners, their tenants or invitees, relating in any way to the ownership and/or use of the Property; provided that said insurance shall not insure any Unit Owner against liability for injuries to persons or property occurring solely within his Unit. Limits of liability shall be at least \_\_\_\_\_ for any person injured or killed in any single occurrence, at least \_\_\_\_\_ for any injuries or death sustained by any two or more persons in any single occurrence, and at least \_\_\_\_\_ for property damage resulting from each occurrence.

(3) Insurance against loss by damage to or destruction of any personal property of the Council in such amounts as the Council, shall determine. The Council shall not obtain casualty insurance against loss by damage to or destruction of the personal property of individual Unit Owners.

#### B. Additional Requirements.

(1) The insurance to be maintained by the Council pursuant to Article IX A hereof shall comply with the following requirements:

(a) All policies shall be issued by a company licensed to do business in the Commonwealth of Pennsylvania and holding a rating of "AAA" or better by Best's Insurance Reports, or by an equivalent rating bureau should Best's Insurance Reports cease to be issued.

(b) Exclusive authority to adjust losses under said policies shall be vested in the Council or its authorized representative.

(c) In no event shall coverage under said policies be brought into contribution with insurance purchased by individual

Unit Owners or their mortgagees.

(2) The Council shall be required to make every effort to assure that the insurance to be maintained pursuant to Article IX A hereof will provide for the following:

(a) A waiver of subrogation by the insurer as to any claims against the Council and its members and officers, the Manager, the Unit Owners (and members of their household) and their respective servants, agents and guests;

(b) That said policies cannot be cancelled, invalidated or suspended on account of the conduct of any one or more Unit Owners and in no event can cancellation, invalidation or suspension for any reason be effected without at least ten (10) days prior written notice to the Council and to each Unit Owner and all holders of mortgages on Units whose names and addresses are on file with the Secretary of the Council as provided in Article XI B hereof;

(c) That said policies cannot be cancelled, invalidated or suspended on account of the conduct of any officer or employee of the Council or Manager without prior demand in writing that the Council or Manager cure the defect and without providing a reasonable period of time thereafter in which to cure the same; and

(d) That any "no other insurance" clause in said policies excludes individual Unit Owners' policies from consideration.

C. Annual Reviews of Coverage. In October of each year, the Council shall review the adequacy of the coverage afforded by the policies maintained pursuant to Article IX A hereof, and the President shall report the results of said review at each Annual Meeting of Unit Owners.

D. Insurance of Individual Unit Owners. Each individual Unit Owner may obtain additional insurance at his own expense; provided, however, that:

1. such policies shall contain waivers of subrogation by the insurer as to any claims against the Council and its members and officers, the Manager, the other Unit Owners (and members of their household), and their respective servants, agents, and guests;

(2) no Unit Owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Council, on behalf of the Unit Owners, may realize under any insurance policy to be maintained pursuant to Article IX A hereof; and

(3) any Unit Owner who obtains individual insurance policies covering

any portion of the Property shall be required to file a copy of such individual policy or policies with the Council within thirty (30) days after the purchase of such insurance.

## ARTICLE X

### Damage or Destruction

A. Definitions. For purposes of this Article X, the following words and terms shall have the following respective meanings:

(1) "Article X Property" shall mean and refer to:

(a) all portions of the Building which constitute part of the Common Elements; and

(b) all portions of the Building which constitute part of a Unit; and

(c) all Insured Fixtures and Improvements; specifically excluding, however, any other fixtures or improvements installed or located in a Unit .

(2) "Substantially Total Destruction" shall mean and refer to damage or destruction to the Building which renders seventy-five per cent (75%) of the Units uninhabitable.

B. Repair. Except as otherwise provided by law or herein, damage to or destruction of any Article X Property shall be promptly repaired and restored by the Council using the proceeds of insurance held by the Council or the Insurance Trustee for that purpose, and any deficiency in such proceeds shall be assessed against all Unit Owners as a Common Expense. Unit Owners may apply the proceeds from their individual fire insurance policies, if any, to the share of such Common Expense as may be assessed to them. The Council shall be responsible for restoring the Article X Property only to substantially the same condition as it was immediately prior to the damage.

C. Termination. Notwithstanding anything contained in Article X B hereof to the contrary if

(1) there is Substantially Total Destruction of the Building; and

(2) Unit Owners entitled to cast seventy-five percent (75%) of the votes duly resolve, within sixty (60) days after receipt of at least three (3)

contractors' bids and the final insurance adjustment, not to proceed with repair or restoration;

then, and in those events only, the salvage value of the Property shall be subject to partition at the suit of any Unit Owner, in which event the net proceeds of sale, together with the net proceeds of insurance policies held by the Council or the Insurance Trustee, shall be considered as one fund and shall be divided among all Unit Owners in proportion to their Proportionate Interests, after discharging, out of the respective shares of the Unit Owners, to the extent sufficient for the purpose, all liens against the Units.

## ARTICLE XI

### Unit Mortgages

A. Requirements. Any mortgage which is a lien upon a Unit and the obligation secured thereby shall provide generally, that the mortgage and the rights and obligations of the parties thereto shall be subject to the terms and conditions of the Act, the Condominium Declaration, the Declaration Plan, this Code and the Rules and Regulations of Plaza 550 and specifically, but without limitation, that the mortgagee shall have no right (i) to participate in the adjustment of losses with insurers under policies maintained by the Council pursuant to Article IX A hereof; (ii) to receive or apply the proceeds of said insurance to the reduction of the mortgage debt or otherwise, except in the event and to the extent of a distribution thereof pursuant to Article X C hereof; or (iii) to accelerate the mortgage debt or to be entitled to exercise any other remedies by virtue of waste or alleged waste or other conditions occurring anywhere on the Property other than within the Unit upon which the particular mortgage is a lien.

B. Approval of Unit Mortgages by Council. No Unit Owner or prospective purchaser of a Unit shall deliver any obligation to be secured by a mortgage on a Unit, unless it has first notified the Council of the name and address of the proposed mortgagee and unless the forms thereof have been then or theretofore submitted to and approved by Council as complying with the provisions of Article XI A hereof, which approval shall be promptly given or denied and shall not be unreasonably withheld. When an obligation secured by a mortgage on a Unit is delivered to a mortgagee, the Unit Owner shall simultaneously provide executed or conformed copies to the Council. The Secretary shall maintain a register of all such mortgages, showing the name and address of the holder thereof. The holders of said mortgages shall be entitled on written request to receive from the Council a written statement of any delinquent assessments and of any other defaults by the Unit Owner, and copies of any notices of default sent to the Unit Owner.

## ARTICLE XII

### Assignment of Parking Space

The exclusive right to the use of the certain garage parking space which is

appurtenant to a Unit may be assigned by such Unit Owner ( the "Assignor Unit Owner") to another Unit Owner (the "Assignee Unit Owner"). The Assignor Unit Owner and the Assignee Unit Owner shall execute and file with the Council a form assignment agreement provided by the Council. If either or both Units are mortgaged, as indicated on the Council register, the holder of such mortgage shall also execute the assignment agreement. Such agreement shall set forth the terms and conditions of an assignment as the Council may from time to time determine. The assignment agreement shall provide (i) that no portion of the Assignor Unit Owner's right, title and interest in and to the Unit and appurtenant Proportionate Interest in the Common Elements is conveyed thereby; (ii) that the Assignor Unit Owner shall not be relieved of any liability for his share of Regular Assessments and/or additional Assessments by virtue of the assignment provided that the Assignor Unit Owner shall receive a credit against his share of the Regular Assessment upon the payment of the Special Assessment (as defined in Article VIII B(3) hereof).

### ARTICLE XIII

#### Enforcement

Each Unit Owner shall comply with all of the provisions of the Condominium Declaration, this Code, and the Rules and Regulations of Plaza 550 as the same may be lawfully amended from time to time; with the covenants, restrictions and easements set forth in the Condominium Declaration, the Declaration Plan and the deed to his Unit; and with such decisions as may be rendered pursuant to such documents. Failure to so comply shall be grounds for an action for the recovery of damages or for injunctive relief or both, maintainable by the Council on behalf of the Unit Owners, or, in a proper case, by an aggrieved Unit Owner or by any person who holds a mortgage which is a lien upon a Unit and is an aggrieved party as a result of such noncompliance.

### ARTICLE XIV

#### Miscellaneous

A. Audits. Any Unit Owner may at any time, at his own expense, cause an audit or inspection to be made of the books and records of the Council or of the Manager as they pertain to the Property. The Council, as part of the Common Expenses, shall obtain the audit referred to in Article III E(1) hereof.

B. No Waiver. The failure of the Council or Manager to insist in any one or more instances upon the strict performance of any of the terms, covenants, conditions or restrictions of the Condominium Declaration, this Code, or the Rules and Regulations of Plaza 550 or to exercise any right or option herein or 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 Council or Manager of any payment of assessments from any Unit Owner, with knowledge of the breach of any covenant hereof or thereof, shall not be



deemed a waiver of such breach, and no waiver by the Council or Manager of any provision hereof or thereof shall be deemed to have been made unless expressed in writing and signed by the Council or Manager, as the case may be.

C. Interpretation. The provisions of this Code shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of a condominium project. The table of contents if any and the captions are intended solely for the convenience of the readers thereof and shall not be deemed relevant in the construction of this instrument.

D. Personal Property.

(1) The Council or Manager may acquire, hold, and lease in the name of the Council, on behalf of the Unit Owners, tangible and intangible personal property and may dispose of the same by sale or otherwise. The beneficial interest in such personal property shall be in the Unit Owners and shall be deemed part of the Common Elements and shall not be transferable except as part of the Common Elements and shall not be transferable except as a part of the transfer of a Unit. The transfer of a Unit shall transfer to its transferee ownership of the transferor's share of the beneficial interest in such personal property.

(2) Within ninety (90) days following the recording of the Condominium Declaration, Declarant shall execute and deliver to the Council a bill of sale on behalf of all the Unit Owners, transferring to the Council, on behalf of the Unit Owners, all personal property on the Property which Declarant has furnished and which is intended for the common use and enjoyment of the Unit Owners.

E. Amendment. Except as otherwise provided herein or in the Condominium Declaration and/or the Act, the provisions of this Code may be amended by an instrument in writing signed and acknowledged by Unit Owners holding eighty percent (80%) of the votes of all Unit Owners, which amendment shall be effective upon its recording; provided, however, that if such amendment shall make any change which would have a material effect upon any of the rights, privileges, powers and options of the Declarant (including, by way of illustration and not limitation, the ability of Declarant to market any unsold Units at a commercially reasonable price), such amendment shall require the joinder of Declarant, and if such amendment would, in the opinion of Council's counsel, have an adverse effect upon the holder of any mortgage on a Unit, such amendment shall also require the written approval of the holders of all mortgages on Units so affected, which approval shall not be unreasonably withheld or delayed.

F. Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof unless such deletion shall destroy the uniform plan for development and

operation of the condominium project which these Regulations are intended to create.

G. Effective Date. These Regulations shall become effective when they, the Declaration and the Declaration Plan have been duly recorded.

IN WITNESS WHEREOF, the undersigned constituting all the members of the first Council of PLAZA 550, have executed and sealed this instrument in such capacity the day and year first above written.

Richard S. Bishop (SEAL)      Mae Schick (SEAL)  
Beth Brown (SEAL)      Joseph Sommers (SEAL)  
Pauline E. Kingsley (SEAL)

COUNTY OF Lackawanna )  
 :  
 COMMONWEALTH OF PENNSYLVANIA )

SS.:

On this 15th day of October, 1974, before me the undersigned officer personally appeared Richard S. Bishop, Beth Brown, Mae Schick, Joseph Sommers and Pauline E. Kingsley known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

Pauline E. Kingsley  
 Notary Public  
 My Commission OSF HARRIS, Notary Public  
 Expires: Jan. 24, 1975  
Office at Swanton, Lackawanna Co., Pa.

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IV.

RULES AND REGULATIONS

FILED FOR RECORD  
NOV 15 2 11 PM '74  
FEE STAMPS  
STATE TAX

Record of Book  
15th  
NOV 15 1974  
Witness [unclear] had read of this date the  
in Deed 841  
in and for Lacharona [unclear] 352-355 Incl.  
received in the office of Recorder of Deeds  
[unclear]



## RULES AND REGULATIONS

### OF PLAZA 550

NOTE: Unless otherwise stated, all terms used herein shall have the same meanings respectively ascribed to them in the Declaration of Condominium of PLAZA 550.

1. No awning, canopy, shutter, radio or television antenna or other object shall be attached to or placed upon any portion of the Building which is a part of the Common Elements without the prior consent of the Council, nor shall any object or article be permitted to project from or hang from the windows, or other portions of a Unit without the consent of the Council. Except as provided in the Declaration, no sign, banner or notice shall be erected or permitted which is visible from the outside of a Unit without the prior consent of the Council. No clothes shall be hung from any window or balcony, nor shall any rugs, mats, bedding or other item be shaken from any window, door or balcony.
2. No balcony or patio shall be enclosed, covered by any awning, or otherwise altered or improved without the prior consent of Council. No personal property shall be permitted to be kept on any balcony or patio, nor shall any decoration be permitted to any balcony or patio, if, in the opinion of Council, said property or decoration would create an unsightly appearance. No clothes, bedding, or other item shall be hung from or on any balcony or terrace.
3. No barbecuing or other form of cooking shall be permitted on any balcony, patio or any portion of the Common Elements.
4. All trash, refuse and garbage from the Units shall be deposited with care in containers or receptacles intended for such purpose only at such times and in such manner as Council shall direct.
5. No disturbing noises, either within the Units or in or on any other portion of the Property, which would interfere with the rights, comforts or convenience of Unit Owners, shall be permitted or allowed.
6. No use or practice which is a source of nuisance to or interfere with the peaceful possession and proper use of the Property by the Unit Owners shall be permitted within the Units or in or on any other portion of the Property.
7. No unlawful use shall be made of a Unit or any other portion of the Property and all valid laws, zoning ordinances and regulations of all governing bodies having jurisdiction thereof shall be observed.
8. The toilets, sinks, garbage disposal units, baths, showers and other water apparatus within the Units shall not be used for any purpose other than that

for which intended, and no sweepings, rubbish, rags or any other improper articles shall be deposited into the same. Any damage to the Common Elements resulting from such misuse shall be borne by the Unit Owner of the Unit where the misuse occurred.

9. No inflammable oil or fluid, such as gasoline, kerosene, carbon tetrachloride, naphtha or benzine, or explosives, fireworks or articles extra-hazardous to life, limb or property, shall be used or brought into the Building without in each case obtaining the prior consent of the Council.

10. Without the prior permission of the Council, no contractor or workman employed by a Unit Owner shall be permitted to do any work in any Unit (except for emergency repairs) between the hours of 6:00 p. m. and 8:00 a. m. , or on Saturday, Sunday or legal holidays if such work is likely to disturb other Unit Owners.

11. All appliances and electrical equipment of any kind and all appliances of every kind, however powered, installed or used in a Unit shall comply with all rules, requirements, regulations and recommendations of all public authorities and boards of fire underwriters having jurisdiction.

12. Children shall not be permitted to play in, on or about the halls, stairways, roadways, or parking areas situate in or upon the Property.

13. No bicycles, toys, chairs, barbecues, or any other items of personal property shall be left on or about the Common Elements.

14. All parking regulations from time to time posted by the Council shall be obeyed.

15. No employee of the Council or the Manager shall be requested or required by any Unit Owner to perform any personal service for any Unit Owner not in the line of duties prescribed for such employee by the Council or the Manager.

16. The Council may retain a passkey to each Unit so that access thereto can be obtained in case of emergencies. No Unit Owner shall alter any lock or install a new lock in any door leading into his Unit without the prior consent of the Council. If such consent is given, the Unit Owner shall provide the Council with a key for such lock.

17. Should the Council be required to make any expenditure for the repair or replacement of any portion of the Common Elements because of any damage, destruction or injury thereto (other than ordinary wear and tear) caused by one or more Unit Owners, or the family members residing in a Unit or tenants of a Unit

Owner, the Unit Owner or Owners responsible for such damage, destruction or injury, or whose family members or tenants are responsible for such damage, destruction or injury, shall, to the extent that the Council is not required to maintain insurance to cover the particular damage, destruction or injury, reimburse the Council for such expenditure.

18. Each Unit Owner shall be held accountable for any violation of these rules by the family members, guests, tenants, agents or employees of the Unit Owner.

19. Complaints regarding the management of the Property or regarding actions of other Unit Owners shall be made in writing to the Council.

20. Any consent or approval required of the Council by these Rules and Regulations must be in writing to be effective, and shall be revocable at any time.

ADOPTED by the Council of PLAZA 550 this 15th day of October , 1974.

Richard S. Bishop

Mae Schick

Beth Brown

Joseph Sommers

Pauline E. Kingsley

County of Lackawanna ss.  
Commonwealth of Pennsylvania

On this 15th day of October, 1974, before me, the undersigned officer, personally appeared Richard S. Bishop, Beth Brown, Mae Schick, Joseph Sommers and Pauline E. Kingsley, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

Rose Harris

Notary Public

BOOK 841 PAGE 353

My Commission Expires:

ROSE HARRIS, Notary Public  
My Commission Expires Jan. 21, 1975  
Office at Scranton, Lackawanna Co., Pa.





V.

AGREEMENT OF PURCHASE AND SALE.



PLAZA 550 CONDOMINIUM

Owned By:

WEINBERGER FINANCIAL HOLDINGS, LTD.  
A Pennsylvania Limited Partnership  
Gilbert Weinberger, General Partner

AGREEMENT OF PURCHASE AND SALE

Condominium Unit No. \_\_\_\_\_

WHEREAS, WEINBERGER FINANCIAL HOLDINGS, LTD., hereinafter called the Seller, has promulgated a Declaration of Condominium hereinafter called the Declaration, pursuant to which the premises known as and by the address of 550 Clay Avenue, in the City of Scranton, County of Lackawanna, State of Pennsylvania, and the building constructed thereon by the Seller will be declared to be a condominium under the provisions of the Unit Property Act of the Commonwealth of Pennsylvania, dated July 3, 1963, P.L. 196, and any and all supplements thereto, and on the terms and conditions more particularly set forth in the Declaration of Condominium;

WHEREAS, there has been exhibited and delivered to hereinafter called the Purchaser, copy of the Declaration of Condominium to be made by the Seller and to be recorded in the Office of the Recorder of Deeds of Lackawanna County, the Code of Regulations, the Rules and Regulations of the Council, all in a printed booklet, together with Brochure, all of which are incorporated by reference and made part of this Agreement with the same force and effect as if fully set forth herein;

WHEREAS, the aforementioned Booklet contains Floor Plans for the building prepared by Gerald F. DeMarco, A.I.A., hereinafter called the Architect, which Floor Plans will be recorded in the Office of the Recorder of Deeds of Lackawanna County; and

WHEREAS, the Purchaser is desirous of purchasing the Unit designated as Unit No. \_\_\_\_\_ in the Declaration of Condominium and on the Floor Plans, together with a Proportionate Interest in the Common Elements as provided in the Declaration of Condominium;

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE SELLER AND THE PURCHASER MUTUALLY AGREE AS FOLLOWS:

1. PAYMENT FOR UNIT. The Seller hereby agrees to sell and the Purchaser agrees to purchase the condominium unit and Proportionate Interest in the Common Elements as Unit No. \_\_\_\_\_ in the Declaration of Condominium and on the Floor Plans to be filed in the Office of the Recorder of Deeds of Lackawanna County, for the price of \$ \_\_\_\_\_, payable as follows:

(a) \$ \_\_\_\_\_, upon the signing of this Agreement, the receipt whereof is hereby acknowledged, this being twenty (20%) of the total purchase price.

(b) \$ \_\_\_\_\_, within thirty (30) days from the date of the execution of this Agreement, this being an additional twenty (20%) per cent of the total purchase price.

(c) The balance of \$ \_\_\_\_\_ on the closing of title as hereinafter provided.

2. CLOSING. The closing of the title shall take place at the offices of Gelb & Myers, 700 Scranton Life Building, at an hour and date, hereinafter called the Closing Date, to be specified by the Seller, or at such other time and place as may be agreed to in writing between the parties the Closing Date shall be between October 31, 1974 and December 31, 1974, on ten (10) days written notice from the Seller to the Purchaser, and said Closing Date can be extended at the written request of the Seller to a time not later than March 31, 1975. If the Condominium Unit is not substantially completed on or before March 31, 1975, the Purchaser may terminate the Agreement upon giving written notice to the Seller by Registered or Certified Mail on or before April 10, 1975, and the Seller will then return to the Purchaser his deposit and/or all other payments, without interest, and all rights and liabilities between the parties will then be terminated.

At the closing of title, the Seller shall deliver to the Purchaser a Deed conveying the aforementioned Condominium Unit and undivided interest in the Common Elements, such Deed to be executed and acknowledged by the Seller.

3. BINDING EFFECT OF DECLARATION, BY LAWS, AND RULES AND REGULATIONS. The purchaser hereby agrees to be bound by the Declaration of Condominium, Code of Regulations, and Rules and Regulations, present and future, legally adopted under the laws of the Commonwealth of Pennsylvania, and pay all expenses and assessments made thereunder.

4. MARKETABLE TITLE. The Seller agrees to convey to the Purchaser good and marketable title, in fee simple to the Condominium Unit and to the undivided interest in the common elements appurtenant thereto, as defined herein, free and clear of all liens and encumbrances.

5. PURCHASER TO PAY CLOSING EXPENSES. At the time of the closing the Purchaser will be required to pay, in addition to the balance of the total consideration for the Unit, fifty (50%) per cent of the realty transfer taxes, costs of recordation of deed and mortgage (if any), an amount of money equal to two months payment of Common Expense Assessment as a non-recurring fee to provide the Council with working capital and a reserve fund, and a closing fee in the amount of \$150.00 to cover the expenses of forming the Council and preparing the Code of Regulations. The closing fee is a part of the closing costs and is exclusive of the charges of the mortgage lender (if any), which charges are the sole responsibility of the Purchaser.

6. **DEFAULT BY PURCHASER.** Time for the payment of the purchase price and compliance with all other terms and conditions are of the essence of this Agreement, and in the event of cancellation due to the Purchaser's default, all payments made to the Seller shall be retained by the Seller as liquidated damages and each of the parties hereto shall be relieved of any further liability or obligation to the other hereunder. If this Agreement shall be cancelled by the Seller because of default by the Purchaser, the Seller may sell the condominium unit to any third party without notice.

7. **ASSIGNMENT.** The Purchaser shall not have the right to assign this Agreement without the prior consent in writing of the Seller and any purported assignment of this Agreement in violation hereof shall be void.

8. **REPRESENTATIONS.** The purchaser represents to the Seller that he has examined all documents including but not limited to the Floor Plan for the Condominium Unit which is the subject of this Agreement, and the plans and specifications for the building, and the Purchaser acknowledges that he has not relied upon any brochures, advertisements, representations, warranties, or statements of any nature, whether made by the Seller or otherwise, including, but not limited to, any relating to the description of the Condominium Unit, the size of the dimensions of the Condominium Unit or the rooms thereon contained, the estimated common charges allocable to the Condominium Unit, or the right to any income tax deduction on account of real estate taxes and/or mortgage interest paid by the Purchaser, except as herein or in the Declaration of Condominium, or in the Code of Regulations or the Rules and Regulations is specifically set forth. The Purchaser agrees that the Seller shall have no liability or responsibility to the Purchaser if the layout or dimensions of the Condominium Unit or any part thereof or of the common elements as shown on the Floor Plans are not accurate or correct, provided that such layout or dimensions conform substantially to the Floor Plans as filed with the Recorder of Deeds of Lackawanna County. The Purchaser acknowledges that he will not be relieved from his obligations hereunder by reason of any minor inaccuracy or error.

9. **BINDING EFFECT.** This Agreement shall not be effective or binding on the Seller until a fully executed copy of the Agreement is delivered by the Seller to the Purchaser. Subject to the provisions hereof, this Agreement shall bind and inure to the benefit of each of the parties hereto, their heirs, personal representatives, successors and assigns.

10. **RISK OF LOSS.** The risk of loss by fire or other casualty will pass to the Purchaser at the time of the closing.

11. **APPORTIONMENT.** Real estate Taxes, water rent, sewer rent, etc. are to be apportioned to date of settlement .

12. **NOTICES.** Any notice to be given hereunder shall be in writing and sent by Certified Mail to the Purchaser at the address given below, and to the Seller at 521 Scranton Life Building, Scranton, Pennsylvania, or at such other address as either party may hereafter designate to the other in writing. The date of mailing shall be deemed to be the date of the giving of notice.

13. ENTIRE AGREEMENT. This Agreement supersedes any and all understandings and agreements between the parties and constitutes the entire agreement between them and no oral representations or statements shall be considered a part hereof.

14. AMENDMENT. This Agreement may not be amended, altered or discharged except by agreement in writing signed by the party sought to be charged therewith or by his or her or its duly authorized agent.

Dated:

WITNESS: \_\_\_\_\_ (SEAL  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Purchaser \_\_\_\_\_ (SEAL  
\_\_\_\_\_  
WEINBERGER FINANCIAL HOLDINGS, LTD.  
\_\_\_\_\_ (SEAL

VI.

ESTIMATED COMMON EXPENSES FOR THE FIRST  
YEAR (TO BE GUARANTEED BY DECLARANT FOR THE  
ONE YEAR PERIOD COMMENCING WITH THE FIRST DAY  
OF THE FIRST MONTH IN WHICH THE FIRST  
TENANT COMMENCES OCCUPANCY)





ESTIMATED COMMON EXPENSES  
FOR THE FIRST YEAR

SALARIES:

Maintenance Superintendent	\$7,000.00
Porter for Common Areas	5,000.00
Gardener and Garage Attendant	6,000.00
Night Watchman	5,000.00
TOTAL	<u>\$23,000.00</u>

SERVICES:

Air Conditioning, heating and ventilating (Common Areas)	\$1,000.00
Elevator Maintenance	2,500.00
Music System	750.00
Trash Removal	1,250.00
Master Telephone Intercom	1,000.00
Common Area Window Washing	500.00
Fire Equipment Inspection and Maintenance	300.00
TOTAL	<u>\$7,300.00</u>

UTILITIES:

Electricity (Common Areas)	\$2,100.00
Telephone (Building Operation)	250.00
Water and Sewer Charges for all Units and Common Elements	10,000.00
TOTAL	<u>\$12,350.00</u>

TAXES

Social Security (Staff)	\$1,350.00
Real Estate Taxes on Common Elements Only	6,000.00
TOTAL	<u>\$7,350.00</u>

SUPPLIES AND MATERIALS

Engineering Equipment and Supplies	\$ 500.00
Lawn and Landscaping Maintenance	1,000.00
Janitorial and Cleaning Supplies	800.00
Office Supplies and Postage	200.00
Uniforms (Cleaning & Rental) Supplies	1,000.00
TOTAL	<u>\$4,000.00</u>

INSURANCE

Fire and Extended Coverage for all Units and Common Elements, Hurricane and Wind-storm Insurance, Liability on Common Areas, Property Damage, Vandalism, Insurance	\$3,500.00
Workmens Compensation (Staff)	500.00
TOTAL	<u>\$4,000.00</u>

RESERVES

For General Operations, Replacements of Furnishings and Equipment and Misc. Expenses	\$2,000.00
TOTAL COMMON EXPENSES	<u>\$60,000.00</u>

ESTIMATED MONTHLY MAINTENANCE  
CHARGE TO UNIT OWNER

One Bedroom Units	\$ 75.00 per month
Two Bedroom Units	100.00 per month
Three Bedroom Units	125.00 per month

NOTE: The above estimates do not include the cost of developing the undeveloped area on the lobby floor.



FILED FOR RECORD

NOV 19 2 10 PM '74

13 STAMPS

STATE TAX

VII. DECLARATION PLAN

Recorded in the office for Recorder of Deeds  
in and for Lacharaine County, Pennsylvania  
in Deed Book 841 Pages 356-368 Incl.  
Witness my hand and seal of this office the  
15th Nov A.D. 19 74

*James H. Legan*

BOOK 841 PAGE 356



DECLARATION PLAN

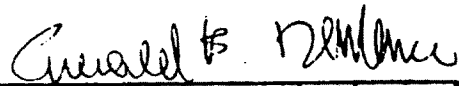
CERTIFICATION

I, Gerald F. DeMarco, hereby certify that I am a Registered Architect with offices located at State and Claremont Avenues, Clarks Summit, Pennsylvania, that I have prepared and studied the survey and the floor plans that are attached hereto, made part hereof and identified as documents 1 through 14, and which are referred to, along with this certification, as the "Declaration Plan", and that the said "Declaration Plan" fully and accurately

(i)- shows the property, the location of the building thereon, the building and the layout of the floors of the building, including the units and the common elements, and

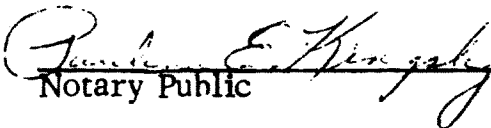
(ii)- sets forth the name by which the property will be known, and the unit designation for each unit therein.

NOTE: The documents hereafter following are numbered II - 16 thru II - 30 instead of I thru 14.

  
Gerald F. DeMarco, Registered Architect

sworn to and subscribed

before me this 1st day of May, 1974.

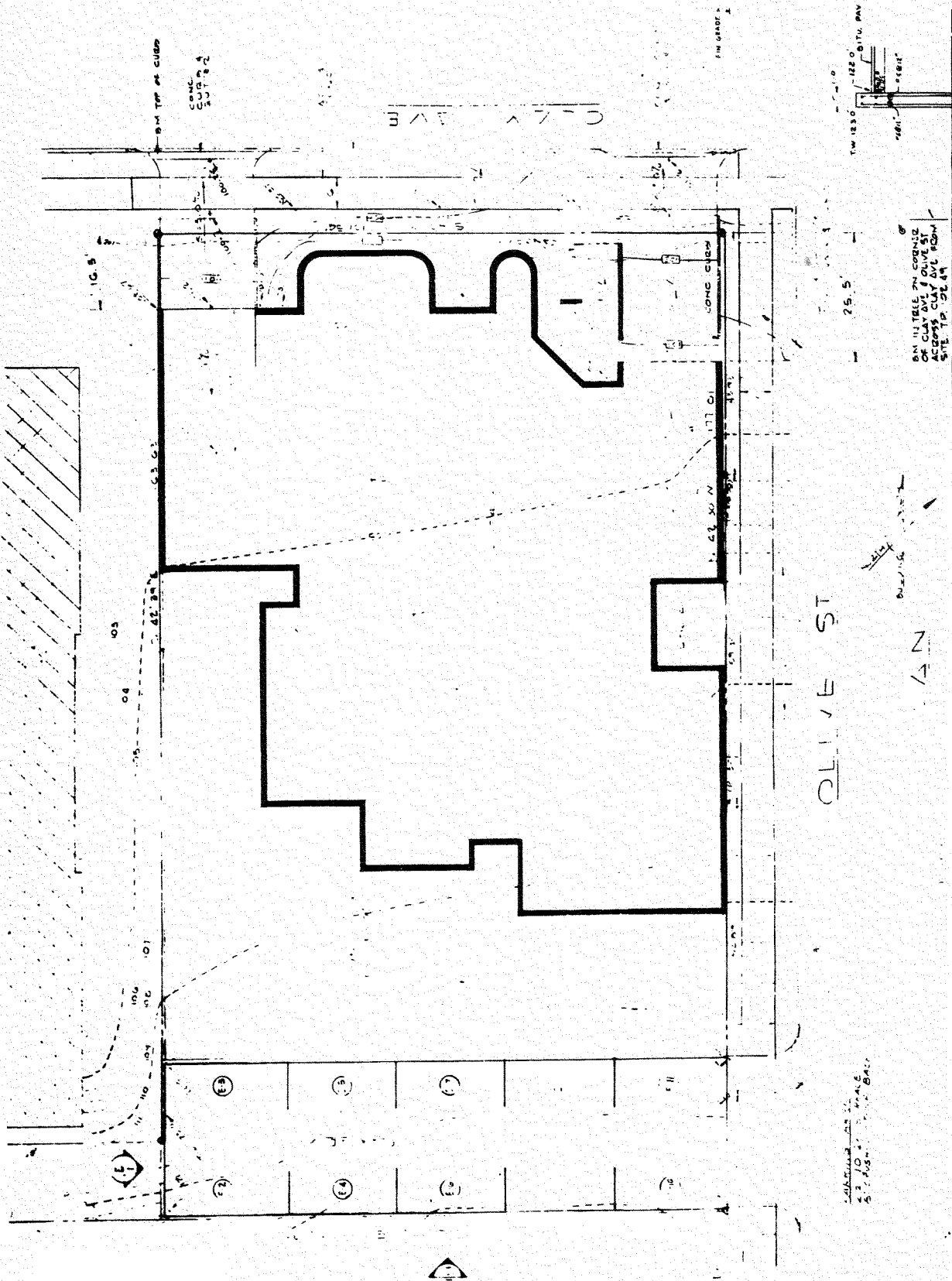
  
Notary Public

**PAULINE E. KING**  
SCRANTON, PA. LACKAWANNA COUNTY  
MY COMMISSION EXPIRES JAN. 6, 1977



BOOK 841 PAGE 357

VII-I



LUXURY CONDOMINIUM  
 SCQUANTON, PA  
 A W.F.H. LTD. PROPERTY  
 CLARK'S SUMMIT, PA

PLAZA 550  
 ELAY AVENUE AND OLIVE STREET  
 DEVELOPED BY PLAZA 550  
 GERALD P. DE MARCO - ARCHITECT



All dimensions are approximate outside measurements and cannot be accurately stated until construction is completed. Inside measurements may vary from outside measurements even after completion.

UNIT A (CARLYLE)

- ENTRY 8-0 x 6-8
- LIVING/DINING 22-6 x 17-0
- KITCHEN 10-0 x 8-0
- STORAGE 10-0 x 5-0
- MASTER BEDROOM 18-4 x 12-0
- MASTER BATH 10-8 x 5-0
- BEDROOM 12-0 x 14-0
- BATH 10-10 x 5-0

UNIT B (ASTORIA)

- ENTRY 5-6 x 4-0
- LIVING/DINING 29-8 x 12-0
- BALCONY 11-0 x 5-0
- DEN 15-0 x 10-4
- KITCHEN 10-9 x 9-0
- STORAGE 5-2 x 3-8
- POWDER RM. 5-4 x 4-6
- MASTER BEDROOM 14-0 x 10-0
- MASTER BATH 8-2 x 5-0

UNIT C (REGENCY)

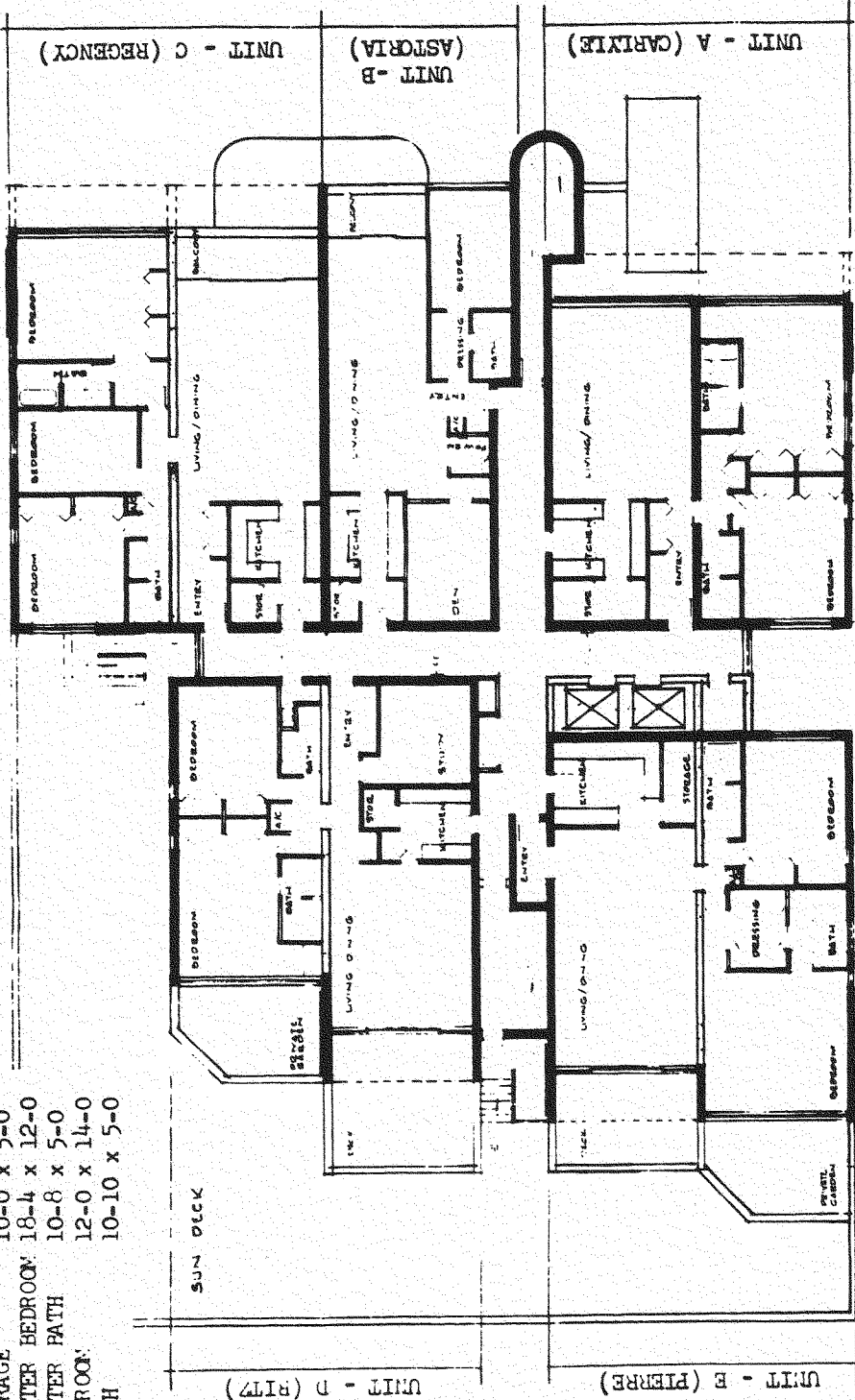
- ENTRY 8-0 x 6-2
- LIVING/DINING 26-8 x 17-2
- BALCONY 17-0 x 5-0
- KITCHEN 10-4 x 9-0
- STORAGE 5-2 x 5-2
- MASTER BEDROOM 15-8 x 14-10
- MASTER BATH 11-8 x 5-6
- BEDROOM 14-0 x 10-0
- BEDROOM 13-0 x 12-6
- BATH 10-0 x 5-0

UNIT D (RITZ)

- ENTRY 7-2 x 5-8
- STUDY 12-0 x 11-2
- LIVING/DINING 20-0 x 17-0
- DECK 11-0 x 17-2
- KITCHEN 9-0 x 9-0
- STORAGE 4-4 x 4-8
- MASTER BEDROOM 17-0 x 12-0
- MASTER BATH 10-4 x 5-0
- BEDROOM 14-0 x 12-0
- BATH 7-10 x 5-0

UNIT E (PIERRE)

- ENTRY 7-6 x 4-1
- LIVING/DINING 29-6 x 17-0
- DECK 11-0 x 17-2
- KITCHEN 12-8 x 10-0
- STORAGE 5-8 x 4-6
- MASTER BEDROOM 17-0 x 17-0
- DRESSING 6-0 x 3-10
- MASTER BATH 9-8 x 6-8
- BEDROOM 15-0 x 12-0
- BATH 12-8 x 5-0



SECOND FLOOR PLAN



PLAZA 550  
 CLAY AVENUE  
 DEVELOPED BY PLAZA 550 A WFH, LTD.  
 GEORGE F. DE MARCO - ARCHITECT  
 LUXURY STREET CONDOMINIUM, PA.  
 PROPERTY

UNIT A (CARLYLE)

ENTRY 8-0 x 6-6  
 LIVING/DINING 22-6 x 17-0  
 BALCONY 17-0 x 5-0  
 KITCHEN 10-0 x 8-0  
 STORAGE 10-0 x 5-0  
 MASTER BEDROOM 17-0 x 15-0  
 DRESSING 11-0 x 4-10  
 MASTER BATH 8-2 x 5-8  
 BEDROOM 15-0 x 14-0  
 BATH 8-2 x 5-0

UNIT D (RITZ)

ENTRY 7-2 x 5-8  
 STUDY 12-0 x 11-2  
 LIVING/DINING 20-0 x 17-0  
 BALCONY 17-0 x 5-0  
 KITCHEN 9-0 x 9-0  
 STORAGE 4-4 x 4-8  
 MASTER BEDROOM 17-0 x 12-0  
 MASTER BATH 10-4 x 5-0  
 BEDROOM 14-0 x 12-0  
 BATH 7-10 x 5-0

UNIT B (ASTORIA)

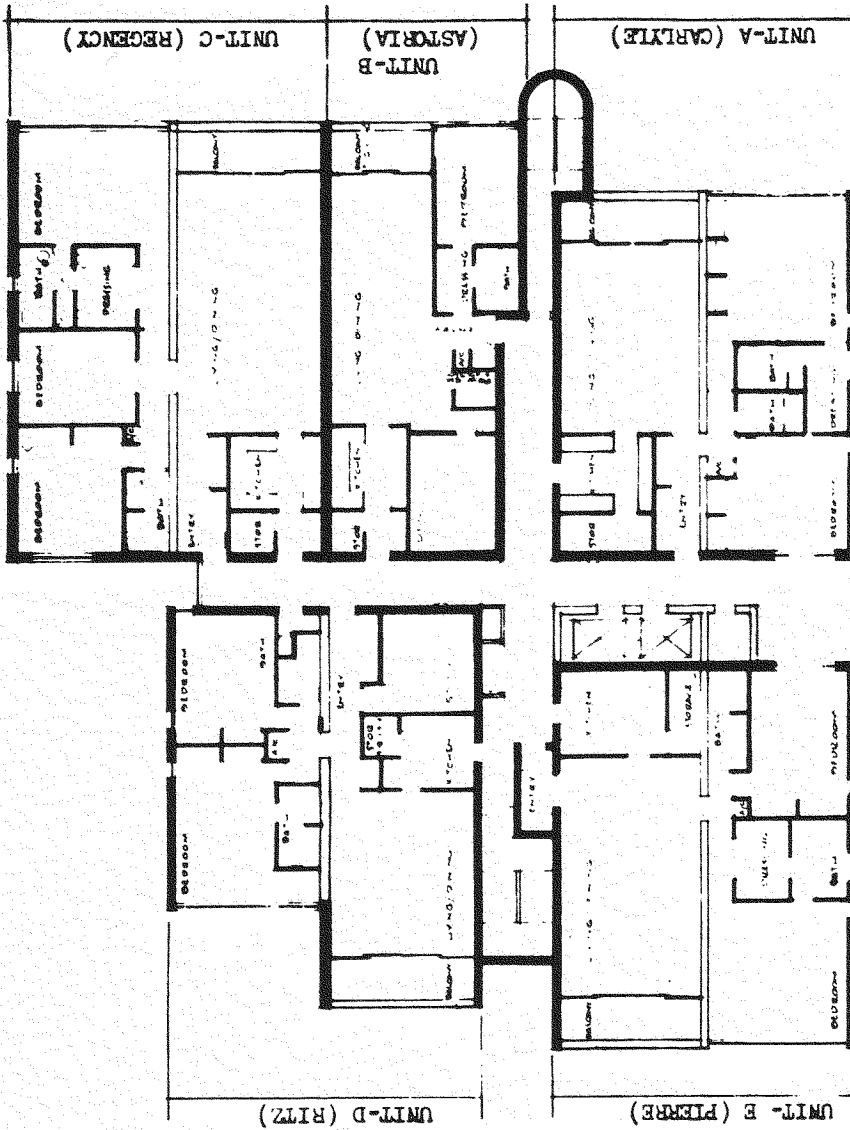
ENTRY 5-8 x 4-0  
 LIVING/DINING 29-8 x 12-0  
 BALCONY 11-0 x 5-0  
 DEN 15-0 x 10-4  
 KITCHEN 10-0 x 9-0  
 STORAGE 5-2 x 3-8  
 POWDER RM. 5-4 x 4-6  
 MASTER BEDROOM 14-0 x 10-0  
 MASTER BATH 8-2 x 5-0

UNIT E (PIERRE)

ENTRY 7-6 x 4-1  
 LIVING/DINING 29-6 x 17-0  
 BALCONY 17-0 x 5-0  
 KITCHEN 12-8 x 10-0  
 STORAGE 5-8 x 4-6  
 MASTER BEDROOM 17-0 x 17-0  
 DRESSING 6-0 x 3-10  
 MASTER BATH 9-8 x 6-8  
 BEDROOM 15-0 x 12-0  
 BATH 12-8 x 5-0

UNIT C (REGENCY)

ENTRY 8-0 x 6-2  
 LIVING/DINING 31-4 x 17-0  
 BALCONY 17-0 x 5-0  
 KITCHEN 10-4 x 9-0  
 STORAGE 5-2 x 5-2  
 MASTER BEDROOM 17-0 x 14-2  
 DRESSING 5-10 x 5-0  
 MASTER BATH 9-8 x 6-8  
 BEDROOM 14-0 x 11-0  
 BEDROOM 13-0 x 12-4  
 BATH 10-2 x 5-0



THIRD FLOOR PLAN

All dimensions are approximate outside measurements and cannot be accurately stated until construction is completed. Inside measurements may vary from outside measurements even after completion.



PLAZA 550  
 CLAY AVENUE  
 LUXURY CONDOMINIUMS  
 12345  
 DEVELOPED BY PLAZA 550 A W F U LTD. PERMIT  
 CEBALDO F. DE MARCO - ARCHITECT PLANS 511111



UNIT A (CARLYLE)

ENTRY 8-0 x 6-8  
 LIVING/DINING 22-6 x 17-0  
 BALCONY 17-0 x 5-0  
 KITCHEN 10-0 x 8-0  
 STORAGE 10-0 x 5-0  
 MASTER BEDROOM 17-0 x 15-0  
 DRESSING 11-0 x 4-10  
 MASTER BATH 8-2 x 5-8  
 BEDROOM 15-0 x 14-0  
 BATH 8-2 x 5-0

UNIT B (ASTORIA)

ENTRY 5-8 x 4-0  
 LIVING/DINING 29-8 x 12-0  
 BALCONY 11-0 x 5-0  
 DEN 15-0 x 10-4  
 KITCHEN 10-0 x 9-0  
 STORAGE 5-2 x 3-8  
 POWDER RM. 5-4 x 4-6  
 MASTER BEDROOM 14-0 x 10-0  
 MASTER BATH 8-2 x 5-0

UNIT C (REGENCY)

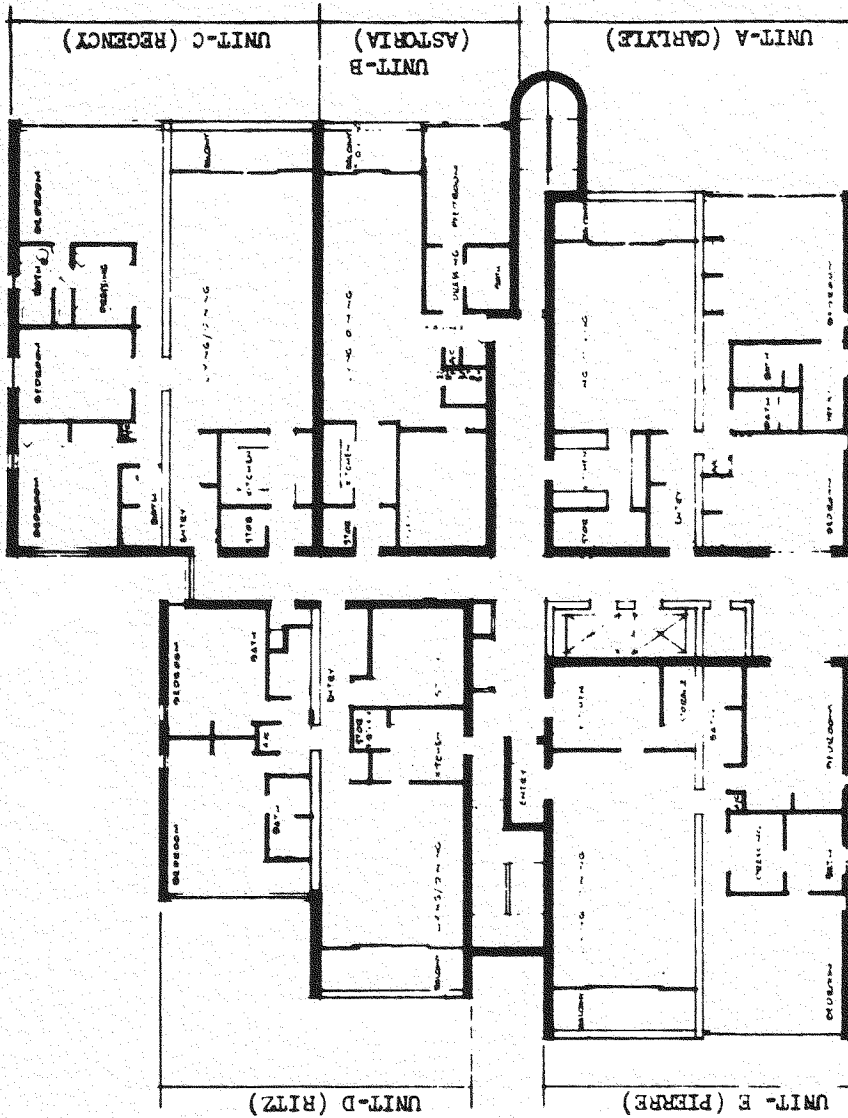
ENTRY 8-0 x 6-2  
 LIVING/DINING 31-4 x 17-0  
 BALCONY 17-0 x 5-0  
 KITCHEN 10-4 x 9-0  
 STORAGE 5-2 x 5-2  
 MASTER BEDROOM 17-0 x 14-2  
 DRESSING 5-10 x 5-0  
 MASTER BATH 9-8 x 6-8  
 BEDROOM 14-0 x 11-0  
 BEDROOM 13-0 x 12-4  
 BATH 10-2 x 5-0

UNIT D (RIIZ)

ENTRY 7-2 x 5-8  
 STUDY 12-0 x 11-2  
 LIVING/DINING 20-0 x 17-0  
 BALCONY 17-0 x 5-0  
 KITCHEN 9-0 x 9-0  
 STORAGE 4-4 x 4-8  
 MASTER BEDROOM 17-0 x 12-0  
 MASTER BATH 10-4 x 5-0  
 BEDROOM 14-0 x 12-0  
 BATH 7-10 x 5-0

UNIT E (PIERRE)

ENTRY 7-6 x 4-1  
 LIVING/DINING 29-6 x 17-0  
 BALCONY 17-0 x 5-0  
 KITCHEN 12-8 x 10-0  
 STORAGE 5-8 x 4-6  
 MASTER BEDROOM 17-0 x 17-0  
 DRESSING 6-0 x 3-10  
 MASTER BATH 9-8 x 6-8  
 BEDROOM 15-0 x 12-0  
 BATH 12-8 x 5-0



FOURTH FLOOR PLAN

All dimensions are approximate outside measurements and cannot be accurately stated until construction is completed. Inside measurements may vary from outside measurements even after completion.



PLAZA 550  
 CLAY AVENUE  
 LUXUDY CONDOMINIUM  
 OLIVE STREET  
 DEVELOPER: PLAZA 550 A W.F.H. LTD.  
 ARCHITECT: CLARK SUMMIT

**UNIT A (CARLYLE)**

ENTRY 8-0 x 6-8  
 LIVING/DINING 22-6 x 17-0  
 BALCONY 17-0 x 5-0  
 KITCHEN 10-0 x 8-0  
 STORAGE 10-0 x 5-0  
 MASTER BEDROOM 17-0 x 15-0  
 DRESSING 11-0 x 4-10  
 MASTER BATH 8-2 x 5-8  
 BEDROOM 15-0 x 14-0  
 BATH 8-2 x 5-0

**UNIT B (ASTORIA)**

ENTRY 5-8 x 4-0  
 LIVING/DINING 29-8 x 12-0  
 BALCONY 11-0 x 5-0  
 DEN 15-0 x 10-4  
 KITCHEN 10-0 x 9-0  
 STORAGE 5-2 x 3-8  
 POWDER RM. 5-4 x 4-6  
 MASTER BEDROOM 14-0 x 10-0  
 MASTER BATH 8-2 x 5-0

**UNIT C (REGENCY)**

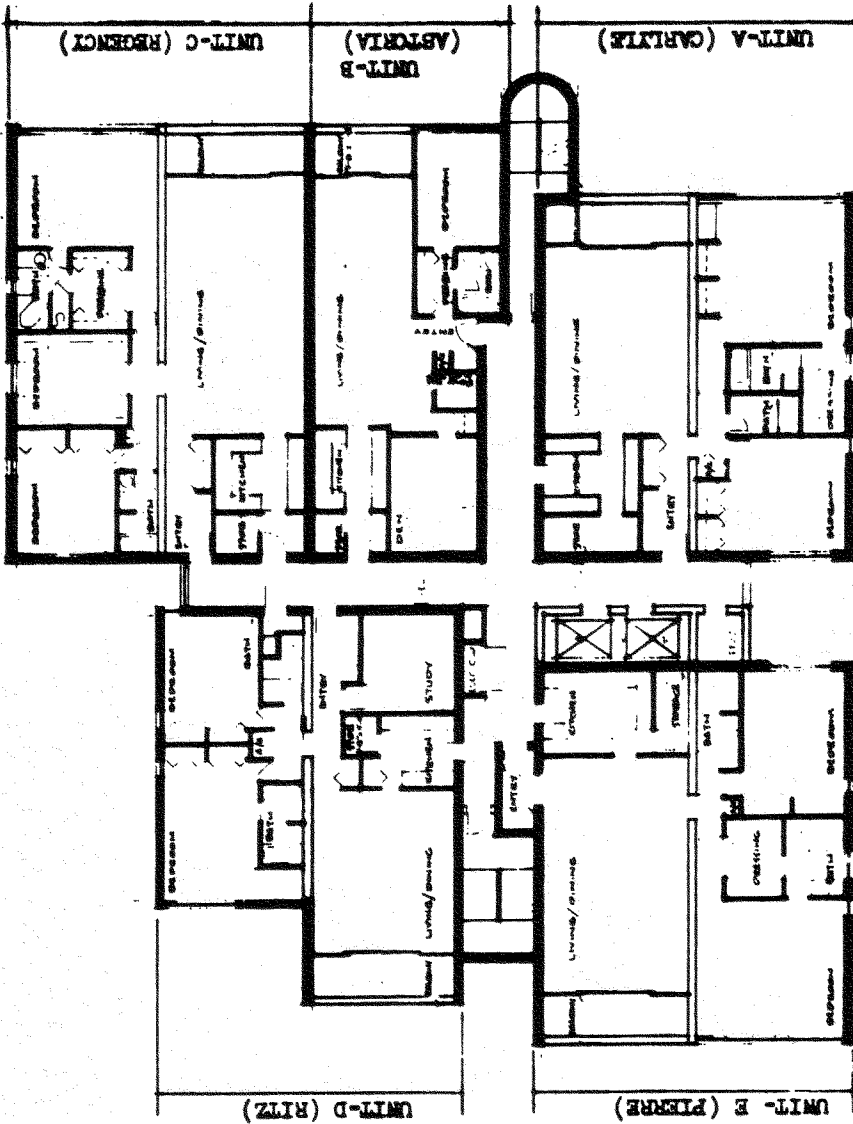
ENTRY 8-0 x 6-2  
 LIVING/DINING 31-4 x 17-0  
 BALCONY 17-0 x 5-0  
 KITCHEN 10-4 x 9-0  
 STORAGE 5-2 x 5-2  
 MASTER BEDROOM 17-0 x 14-2  
 DRESSING 5-10 x 5-0  
 MASTER BATH 9-8 x 6-8  
 BEDROOM 14-0 x 11-0  
 BEDROOM 13-0 x 12-4  
 BATH 10-2 x 5-0

**UNIT D (RITZ)**

ENTRY 7-2 x 5-8  
 STUDY 12-0 x 11-2  
 LIVING/DINING 20-0 x 17-0  
 BALCONY 17-0 x 5-0  
 KITCHEN 9-0 x 9-0  
 STORAGE 4-4 x 4-8  
 MASTER BEDROOM 17-0 x 12-0  
 MASTER BATH 10-4 x 5-0  
 BEDROOM 14-0 x 12-0  
 BATH 7-10 x 5-0

**UNIT E (PIERRE)**

ENTRY 7-6 x 4-1  
 LIVING/DINING 29-6 x 17-0  
 BALCONY 17-0 x 5-0  
 KITCHEN 12-8 x 10-0  
 STORAGE 5-8 x 4-6  
 MASTER BEDROOM 17-0 x 17-0  
 DRESSING 6-0 x 3-10  
 MASTER BATH 9-8 x 6-8  
 BEDROOM 15-0 x 12-0  
 BATH 12-8 x 5-0



**FIFTH FLOOR PLAN**

All dimensions are approximate outside measurements and cannot be accurately stated until construction is completed. Inside measurements may vary from outside measurements even after completion.



PLAZA 550 AND OLIVE STREET SCHEMATIC  
 CLAY AVENUE  
 DEVELOPED BY PLAZA 550 A. W. P. H., LTD. PROPERTY  
 GERALD F. DE MARCO - ARCHITECT CLARK'S SUMMIT

UNIT A (CARLYLE)

ENTRY 8-0 x 6-8  
 LIVING/DINING 22-6 x 17-0  
 BALCONY 17-0 x 5-0  
 KITCHEN 10-0 x 8-0  
 STORAGE 10-0 x 5-0  
 MASTER BEDROOM 17-0 x 15-0  
 DRESSING 11-0 x 4-10  
 MASTER BATH 8-2 x 5-8  
 BEDROOM 15-0 x 14-0  
 BATH 8-2 x 5-0

UNIT D (RITZ)

ENTRY 7-2 x 5-8  
 STUDY 12-0 x 11-2  
 LIVING/DINING 20-0 x 17-0  
 BALCONY 17-0 x 5-0  
 KITCHEN 9-0 x 9-0  
 STORAGE 4-4 x 4-8  
 MASTER BEDROOM 17-0 x 12-0  
 MASTER BATH 10-4 x 5-0  
 BEDROOM 14-0 x 12-0  
 BATH 7-10 x 5-0

UNIT B (ASTORIA)

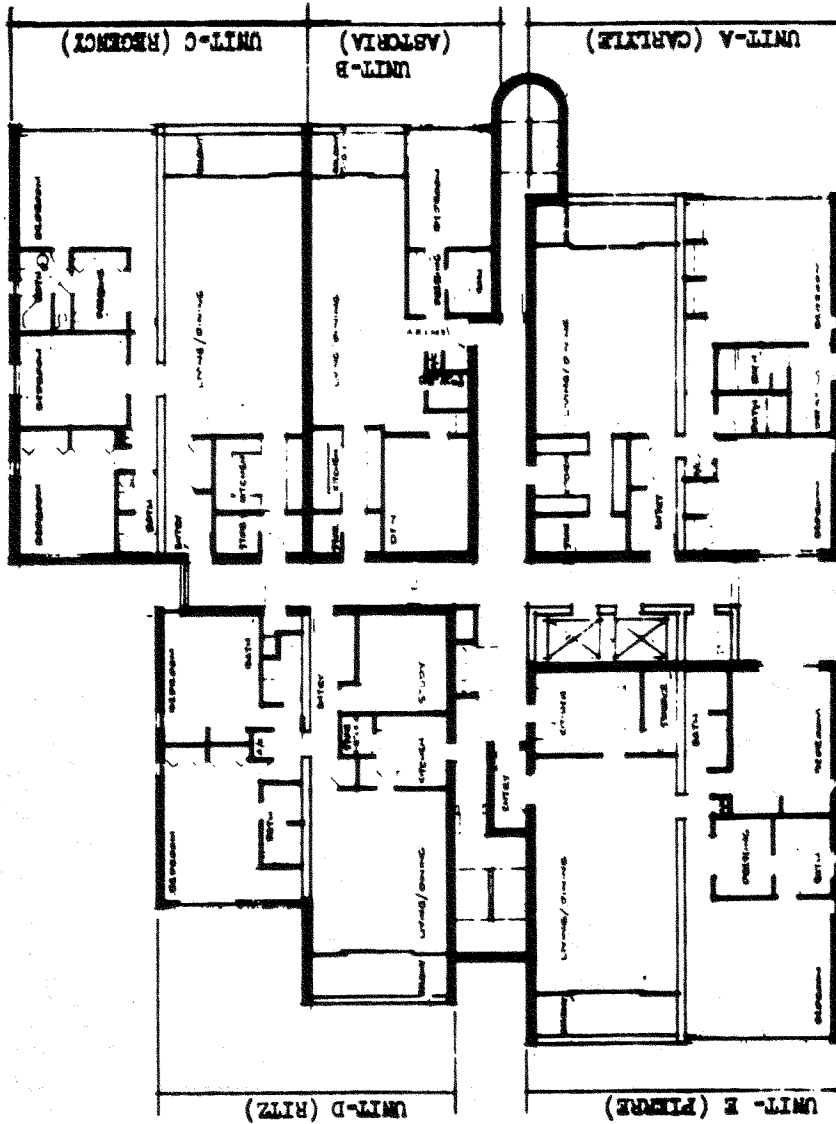
ENTRY 5-8 x 4-0  
 LIVING/DINING 29-8 x 12-0  
 BALCONY 11-0 x 5-0  
 DEN 15-0 x 10-4  
 KITCHEN 10-0 x 9-0  
 STORAGE 5-2 x 3-8  
 POND. RM. 5-4 x 4-6  
 MASTER BEDROOM 14-0 x 10-0  
 MASTER BATH 8-2 x 5-0

UNIT E (PIERRE)

ENTRY 7-6 x 4-1  
 LIVING/DINING 29-6 x 17-0  
 BALCONY 17-0 x 5-0  
 KITCHEN 12-8 x 10-0  
 STORAGE 5-8 x 4-6  
 MASTER BEDROOM 17-0 x 17-0  
 DRESSING 6-0 x 3-10  
 MASTER BATH 9-8 x 6-8  
 BEDROOM 15-0 x 12-0  
 BATH 12-8 x 5-0

UNIT C (REGENCY)

ENTRY 8-0 x 6-2  
 LIVING/DINING 31-4 x 17-0  
 BALCONY 17-0 x 5-0  
 KITCHEN 10-4 x 9-0  
 STORAGE 5-2 x 5-2  
 MASTER BEDROOM 17-0 x 14-2  
 DRESSING 5-10 x 5-0  
 MASTER BATH 9-8 x 6-8  
 BEDROOM 14-0 x 11-0  
 BEDROOM 13-0 x 12-4  
 BATH 10-2 x 5-0



SIXTH FLOOR PLAN



All dimensions are approximate outside measurements and cannot be accurately stated until construction is completed. Inside measurements may vary from outside measurements even after completion.

PLAZA 550  
 CLAY AVENUE AND OLIVE STREET CONDOMINIUM  
 DEVELOPED BY PLAZA 550 A W.F.H. LTD. PROPERTY  
 DESIGNED BY GERALD F. OLMSTED ARCHITECT CLAY, S.W.

UNIT A (CARLYLE)

ENTRY 8-0 x 6-8  
 LIVING/DINING 22-6 x 17-0  
 BALCONY 17-0 x 5-0  
 KITCHEN 10-0 x 8-0  
 STORAGE 10-0 x 5-0  
 MASTER BEDROOM 17-0 x 15-0  
 DRESSING 11-0 x 4-10  
 MASTER BATH 8-2 x 5-8  
 BEDROOM 15-0 x 14-0  
 BATH 8-2 x 5-0

UNIT D (RITZ)

ENTRY 7-2 x 5-8  
 STUDY 12-0 x 11-2  
 LIVING/DINING 20-0 x 17-0  
 BALCONY 17-0 x 5-0  
 KITCHEN 9-0 x 9-0  
 STORAGE 4-4 x 4-8  
 MASTER BEDROOM 17-0 x 12-0  
 MASTER BATH 10-4 x 5-0  
 BEDROOM 14-0 x 12-0  
 BATH 7-10 x 5-0

UNIT B (ASTORIA)

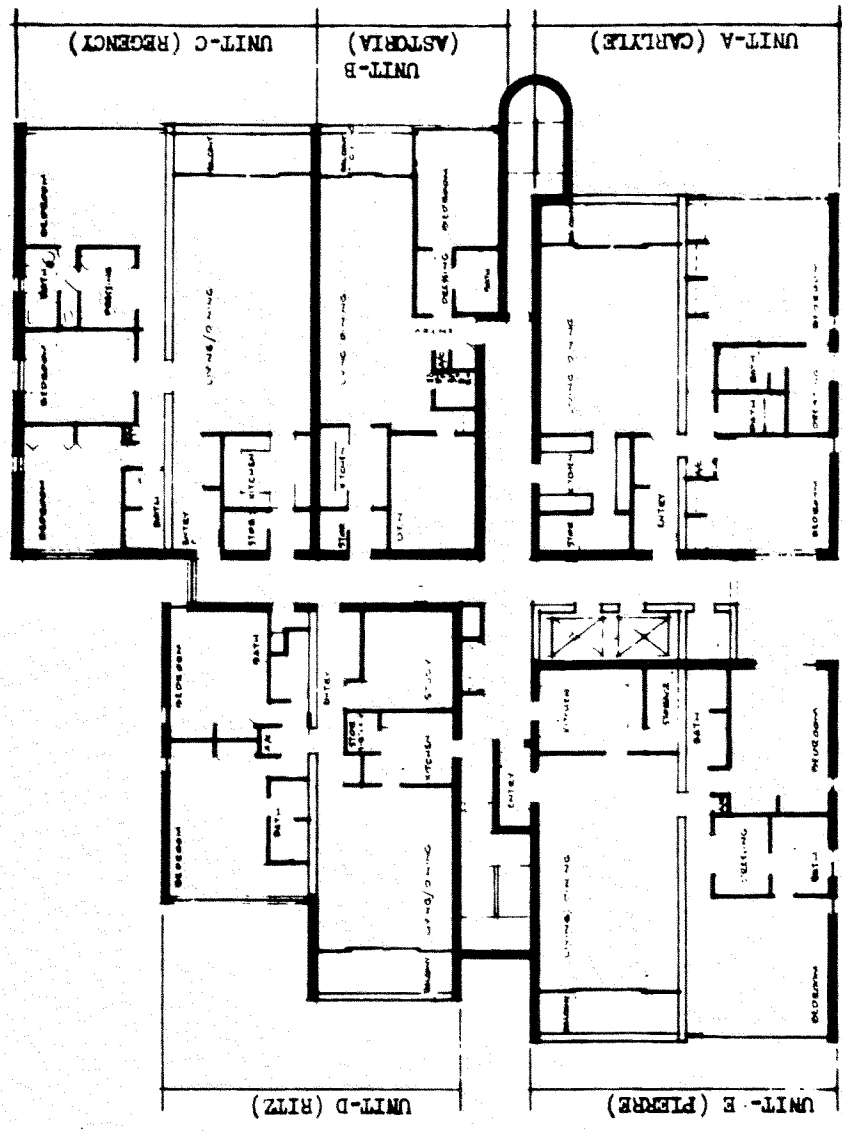
ENTRY 5-8 x 4-0  
 LIVING/DINING 29-8 x 12-0  
 BALCONY 11-0 x 5-0  
 DEN 15-0 x 10-4  
 KITCHEN 10-0 x 9-0  
 STORAGE 5-2 x 3-8  
 POWDER RM. 5-4 x 4-6  
 MASTER BEDROOM 14-0 x 10-0  
 MASTER BATH 8-2 x 5-0

UNIT E (PIERRE)

ENTRY 7-6 x 4-1  
 LIVING/DINING 29-6 x 17-0  
 BALCONY 17-0 x 5-0  
 KITCHEN 12-8 x 10-0  
 STORAGE 5-8 x 4-6  
 MASTER BEDROOM 17-0 x 17-0  
 DRESSING 6-0 x 3-10  
 MASTER BATH 9-8 x 6-8  
 BEDROOM 15-0 x 12-0  
 BATH 12-8 x 5-0

UNIT C (REGENCY)

ENTRY 8-0 x 6-2  
 LIVING/DINING 31-4 x 17-0  
 BALCONY 17-0 x 5-0  
 KITCHEN 10-4 x 9-0  
 STORAGE 5-2 x 5-2  
 MASTER BEDROOM 17-0 x 14-2  
 DRESSING 5-10 x 5-0  
 MASTER BATH 9-8 x 6-8  
 BEDROOM 14-0 x 11-0  
 BEDROOM 13-0 x 12-4  
 BATH 10-2 x 5-0



SEVENTH FLOOR PLAN

All dimensions are approximate outside measurements and cannot be accurately stated until construction is completed. Inside measurements may vary from outside measurements even after completion.



PLAZA 550  
 CLAY AVENUE AND OLIVE STREET COMMUNITY  
 DEVELOPED BY PLAZA 550 A W.F.H. LTD. PROPERTY  
 GEORGE F. DEMARCO ARCHITECT CLARKS SUMMIT

UNIT A (CARLYLE)

ENTRY 8-0 x 6-8  
 LIVING/DINING 22-6 x 17-0  
 BALCONY 17-0 x 5-0  
 KITCHEN 10-0 x 8-0  
 STORAGE 10-0 x 5-0  
 MASTER BEDROOM 17-0 x 15-0  
 DRESSING 11-0 x 4-10  
 MASTER BATH 8-2 x 5-8  
 BEDROOM 15-0 x 14-0  
 BATH 8-2 x 5-0

UNIT B (ASTORIA)

ENTRY 5-8 x 4-0  
 LIVING/DINING 29-8 x 12-0  
 BALCONY 11-0 x 5-0  
 DEN 15-0 x 10-4  
 KITCHEN 10-0 x 9-0  
 STORAGE 5-2 x 3-8  
 POWDER RM. 5-4 x 4-6  
 MASTER BEDROOM 14-0 x 10-0  
 MASTER BATH 8-2 x 5-0

UNIT C (REGENCY)

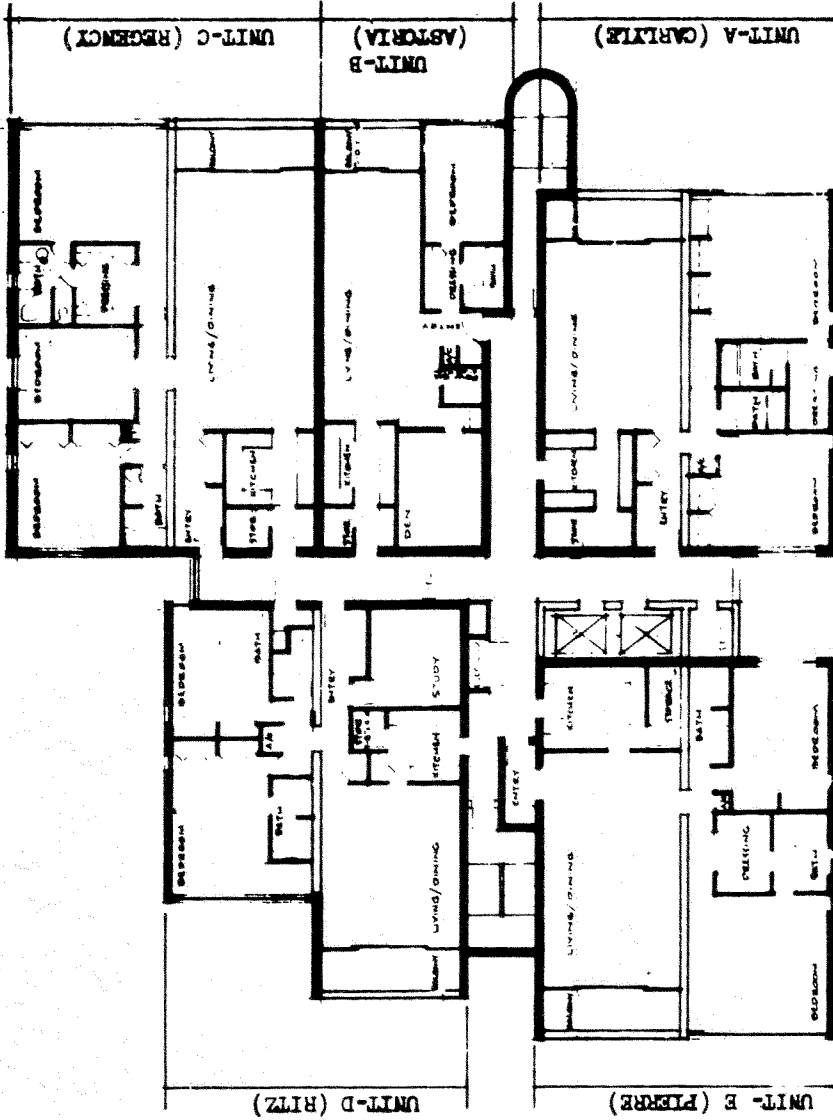
ENTRY 8-0 x 6-2  
 LIVING/DINING 31-4 x 17-0  
 BALCONY 17-0 x 5-0  
 KITCHEN 10-4 x 9-0  
 STORAGE 5-2 x 5-2  
 MASTER BEDROOM 17-0 x 14-2  
 DRESSING 5-10 x 5-0  
 MASTER BATH 9-8 x 6-8  
 BEDROOM 14-0 x 11-0  
 BEDROOM 13-0 x 12-4  
 BATH 10-2 x 5-0

UNIT D (RITZ)

ENTRY 7-2 x 5-8  
 STUDY 12-0 x 11-2  
 LIVING/DINING 20-0 x 17-0  
 BALCONY 17-0 x 5-0  
 KITCHEN 9-0 x 9-0  
 STORAGE 4-4 x 4-8  
 MASTER BEDROOM 17-0 x 12-0  
 MASTER BATH 10-4 x 5-0  
 BEDROOM 14-0 x 12-0  
 BATH 7-10 x 5-0

UNIT E (PIERRE)

ENTRY 7-6 x 4-1  
 LIVING/DINING 29-6 x 17-0  
 BALCONY 17-0 x 5-0  
 KITCHEN 12-8 x 10-0  
 STORAGE 5-8 x 4-6  
 MASTER BEDROOM 17-0 x 17-0  
 DRESSING 6-0 x 3-10  
 MASTER BATH 9-8 x 6-8  
 BEDROOM 15-0 x 12-0  
 BATH 12-8 x 5-0



EIGHTH FLOOR PLAN

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PLAZA 550 AND LUXURY CONDOMINIUM  
 CLAY AVENUE AND OLIVE STREET SEASIDE, WA  
 DEVELOPED BY PLAZA 550 A W.F.H. LTD. PROPERTY  
 GERALD F. DE MARCO ARCHITECT CLACKS, SUMNER

UNIT A (CARLYLE)

ENTRY 8-0 x 6-8  
 LIVING/DINING 22-6 x 17-0  
 BALCONY 17-0 x 5-0  
 KITCHEN 10-0 x 8-0  
 STORAGE 10-0 x 5-0  
 MASTER BEDROOM 17-0 x 15-0  
 DRESSING 11-0 x 4-10  
 MASTER BATH 8-2 x 5-8  
 BEDROOM 15-0 x 14-0  
 BATH 8-2 x 5-0

UNIT B (ASTORIA)

ENTRY 5-8 x 4-0  
 LIVING/DINING 29-8 x 12-0  
 BALCONY 11-0 x 5-0  
 DEN 15-0 x 10-4  
 KITCHEN 10-0 x 9-0  
 STORAGE 5-2 x 3-8  
 POWDER RM. 5-4 x 4-6  
 MASTER BEDROOM 14-0 x 10-0  
 MASTER BATH 8-2 x 5-0

UNIT C (REGENCY)

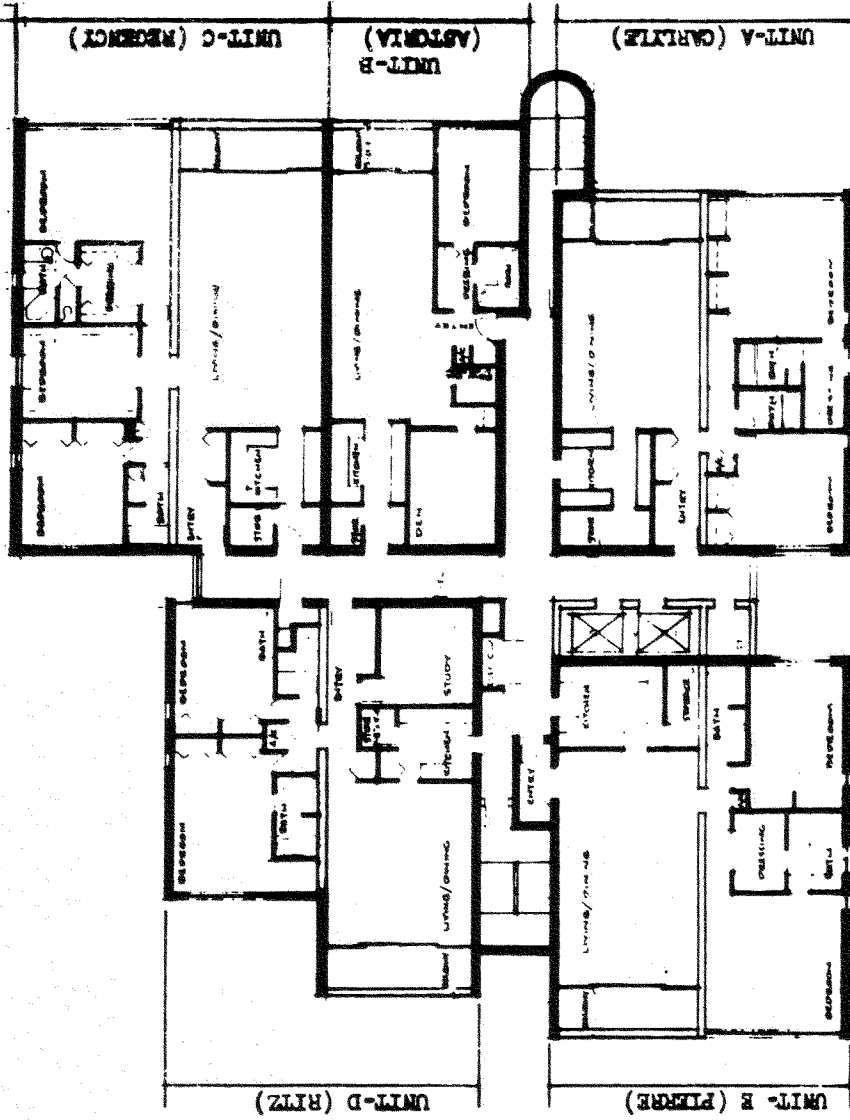
ENTRY 8-0 x 6-2  
 LIVING/DINING 31-4 x 17-0  
 BALCONY 17-0 x 5-0  
 KITCHEN 10-4 x 9-0  
 STORAGE 5-2 x 5-2  
 MASTER BEDROOM 17-0 x 14-2  
 DRESSING 5-10 x 5-0  
 MASTER BATH 9-8 x 6-8  
 BEDROOM 14-0 x 11-0  
 BEDROOM 13-0 x 12-4  
 BATH 10-2 x 5-0

UNIT D (RITZ)

ENTRY 7-2 x 5-8  
 STUDY 12-0 x 11-2  
 LIVING/DINING 20-0 x 17-0  
 BALCONY 17-0 x 5-0  
 KITCHEN 9-0 x 9-0  
 STORAGE 4-4 x 4-8  
 MASTER BEDROOM 17-0 x 12-0  
 MASTER BATH 10-4 x 5-0  
 BEDROOM 14-0 x 12-0  
 BATH 7-10 x 5-0

UNIT E (PIERRE)

ENTRY 7-6 x 4-1  
 LIVING/DINING 29-6 x 17-0  
 BALCONY 17-0 x 5-0  
 KITCHEN 12-8 x 10-0  
 STORAGE 5-8 x 4-6  
 MASTER BEDROOM 17-0 x 17-0  
 DRESSING 6-0 x 3-10  
 MASTER BATH 9-8 x 6-8  
 BEDROOM 15-0 x 12-0  
 BATH 12-8 x 5-0



NINTH FLOOR PLAN



All dimensions are approximate outside measurements and cannot be accurately stated until construction is completed. Inside measurements may vary from outside measurements even after completion.

PLAZA 550  
 CLAY AVENUE AND OLIVE STREET SEASIDE, OREGON  
 DEVELOPED BY PLAZA 550 A W.P.H., LTD. PROPERTY  
 GERALD F. DE MARCO ARCHITECT CLACKS SUMMIT

UNIT A (CARLYLE)

ENTRY 8-0 x 6-8  
 LIVING/DINING 22-6 x 17-0  
 BALCONY 17-0 x 5-0  
 KITCHEN 10-0 x 8-0  
 STORAGE 10-0 x 5-0  
 MASTER BEDROOM 17-0 x 15-0  
 DRESSING 11-0 x 4-10  
 MASTER BATH 8-2 x 5-8  
 BEDROOM 15-0 x 14-0  
 BATH 8-2 x 5-0

UNIT B (ASTORIA)

ENTRY 5-8 x 4-0  
 LIVING/DINING 29-8 x 12-0  
 BALCONY 11-0 x 5-0  
 DEN 15-0 x 10-4  
 KITCHEN 10-0 x 9-0  
 STORAGE 5-2 x 3-8  
 POWDER RM. 5-4 x 4-6  
 MASTER BEDROOM 14-0 x 10-0  
 MASTER BATH 8-2 x 5-0

UNIT C (REGENCY)

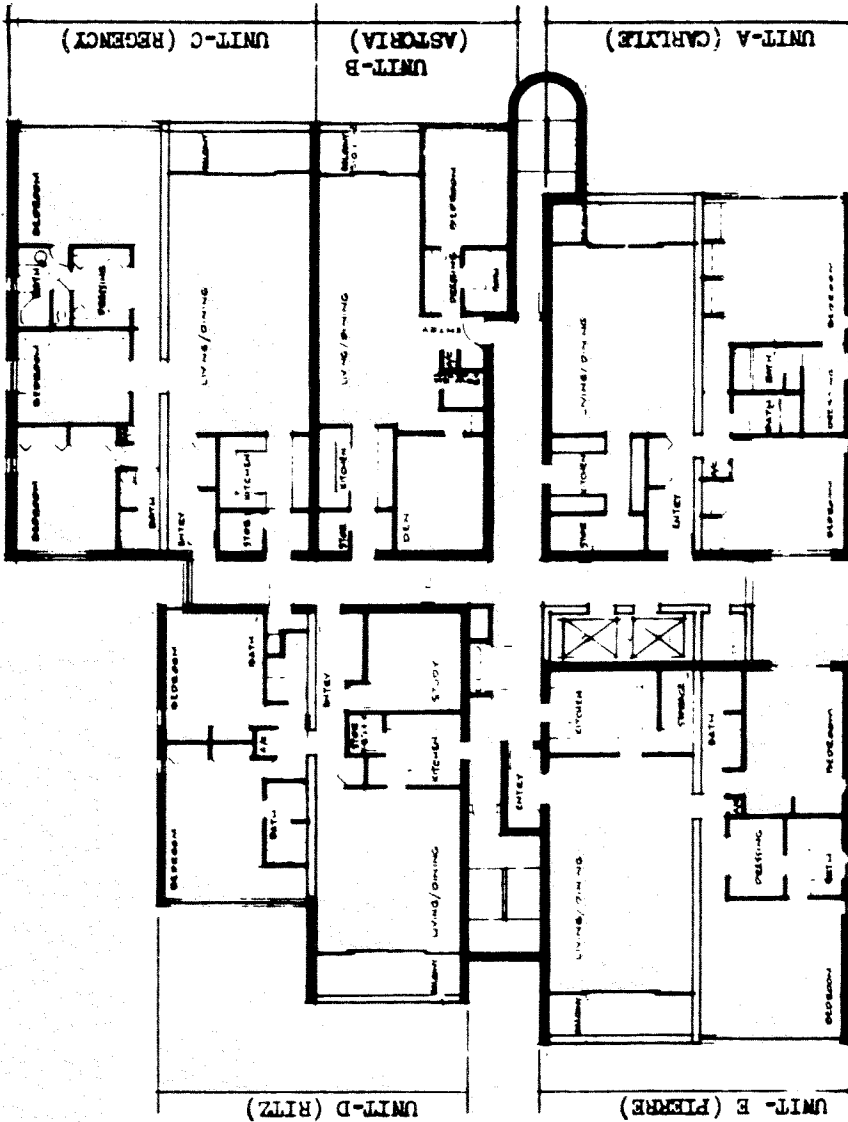
ENTRY 8-0 x 6-2  
 LIVING/DINING 31-4 x 17-0  
 BALCONY 17-0 x 5-0  
 KITCHEN 10-4 x 9-0  
 STORAGE 5-2 x 5-2  
 MASTER BEDROOM 17-0 x 14-2  
 DRESSING 5-10 x 5-0  
 MASTER BATH 9-8 x 6-8  
 BEDROOM 14-0 x 11-0  
 BEDROOM 13-0 x 12-4  
 BATH 10-2 x 5-0

UNIT D (RITZ)

ENTRY 7-2 x 5-8  
 STUDY 12-0 x 11-2  
 LIVING/DINING 20-0 x 17-0  
 BALCONY 17-0 x 5-0  
 KITCHEN 9-0 x 9-0  
 STORAGE 4-4 x 4-8  
 MASTER BEDROOM 17-0 x 12-0  
 MASTER BATH 10-4 x 5-0  
 BEDROOM 14-0 x 12-0  
 BATH 7-10 x 5-0

UNIT E (PIERRE)

ENTRY 7-6 x 4-1  
 LIVING/DINING 29-6 x 17-0  
 BALCONY 17-0 x 5-0  
 KITCHEN 12-8 x 10-0  
 STORAGE 5-8 x 4-6  
 MASTER BEDROOM 17-0 x 17-0  
 DRESSING 6-0 x 3-10  
 MASTER BATH 9-8 x 6-8  
 BEDROOM 15-0 x 12-0  
 BATH 12-8 x 5-0



TENTH FLOOR PLAN

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PLAZA 550 AND LUXURY CONDOMINIUM  
 CLAY AVENUE AND OLIVE STREET SEASIDE, OREGON  
 DEVELOPED BY PLAZA 550 A W.P.H., LTD. PROPERTY  
 GERALD F. DE MARCO ARCHITECT CLACKS SUMMIT

UNIT A (CARLYLE)

ENTRY 8-0 x 6-8  
 LIVING/DINING 22-6 x 17-0  
 BALCONY 17-0 x 5-0  
 KITCHEN 10-0 x 8-0  
 STORAGE 10-0 x 5-0  
 MASTER BEDROOM 17-0 x 15-0  
 DRESSING 11-0 x 4-10  
 MASTER BATH 8-2 x 5-8  
 BEDROOM 15-0 x 14-0  
 BATH 8-2 x 5-0

UNIT B (ASTORIA)

ENTRY 5-8 x 4-0  
 LIVING/DINING 29-8 x 12-0  
 BALCONY 11-0 x 5-0  
 DEN 15-0 x 10-4  
 KITCHEN 10-0 x 9-0  
 STORAGE 5-2 x 3-8  
 POWDER RM. 5-4 x 4-6  
 MASTER BEDROOM 14-0 x 10-0  
 MASTER BATH 8-2 x 5-0

UNIT C (REGENCY)

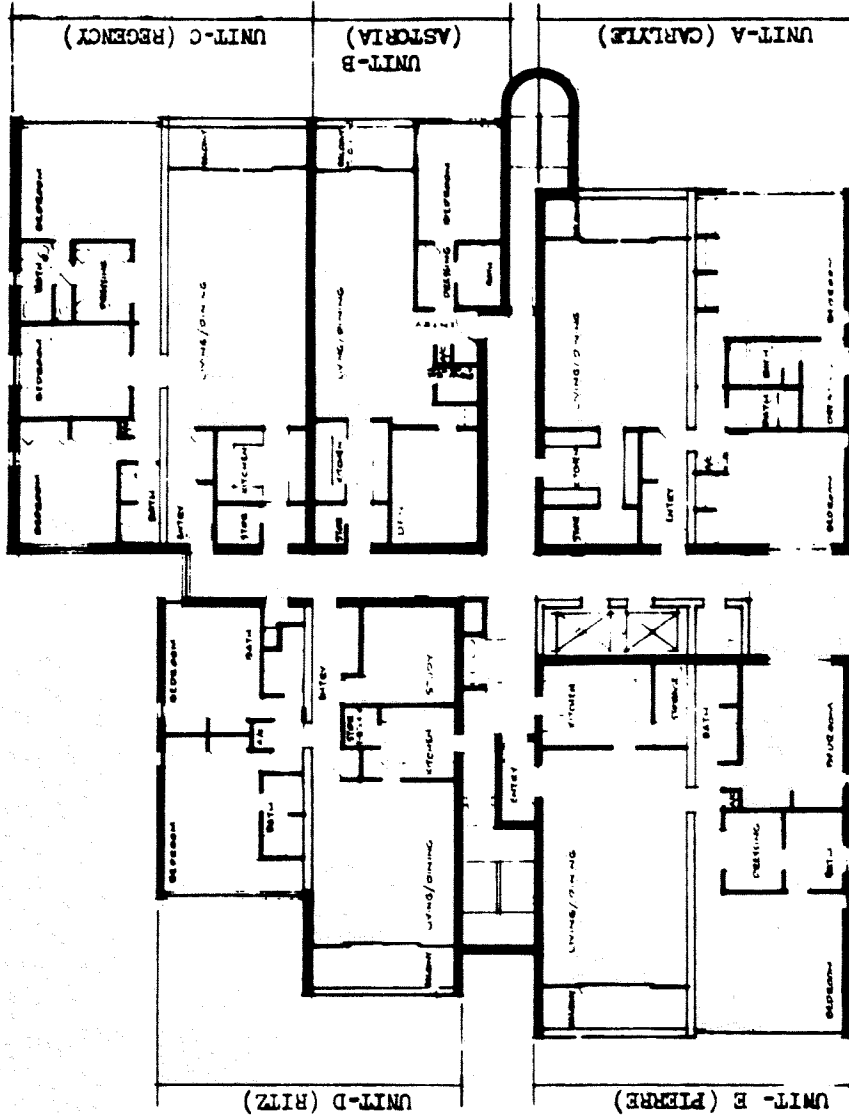
ENTRY 8-0 x 6-2  
 LIVING/DINING 31-4 x 17-0  
 BALCONY 17-0 x 5-0  
 KITCHEN 10-4 x 9-0  
 STORAGE 5-2 x 5-2  
 MASTER BEDROOM 17-0 x 14-2  
 DRESSING 5-10 x 5-0  
 MASTER BATH 9-8 x 6-8  
 BEDROOM 14-0 x 11-0  
 BEDROOM 13-0 x 12-4  
 BATH 10-2 x 5-0

UNIT D (RITZ)

ENTRY 7-2 x 5-8  
 STUDY 12-0 x 11-2  
 LIVING/DINING 20-0 x 17-0  
 BALCONY 17-0 x 5-0  
 KITCHEN 9-0 x 9-0  
 STORAGE 4-4 x 4-8  
 MASTER BEDROOM 17-0 x 12-0  
 MASTER BATH 10-4 x 5-0  
 BEDROOM 14-0 x 12-0  
 BATH 7-10 x 5-0

UNIT E (PIERRE)

ENTRY 7-6 x 4-1  
 LIVING/DINING 29-6 x 17-0  
 BALCONY 17-0 x 5-0  
 KITCHEN 12-8 x 10-0  
 STORAGE 5-8 x 4-6  
 MASTER BEDROOM 17-0 x 17-0  
 DRESSING 6-0 x 3-10  
 MASTER BATH 9-8 x 6-8  
 BEDROOM 15-0 x 12-0  
 BATH 12-8 x 5-0



**ELEVENTH FLOOR PLAN**

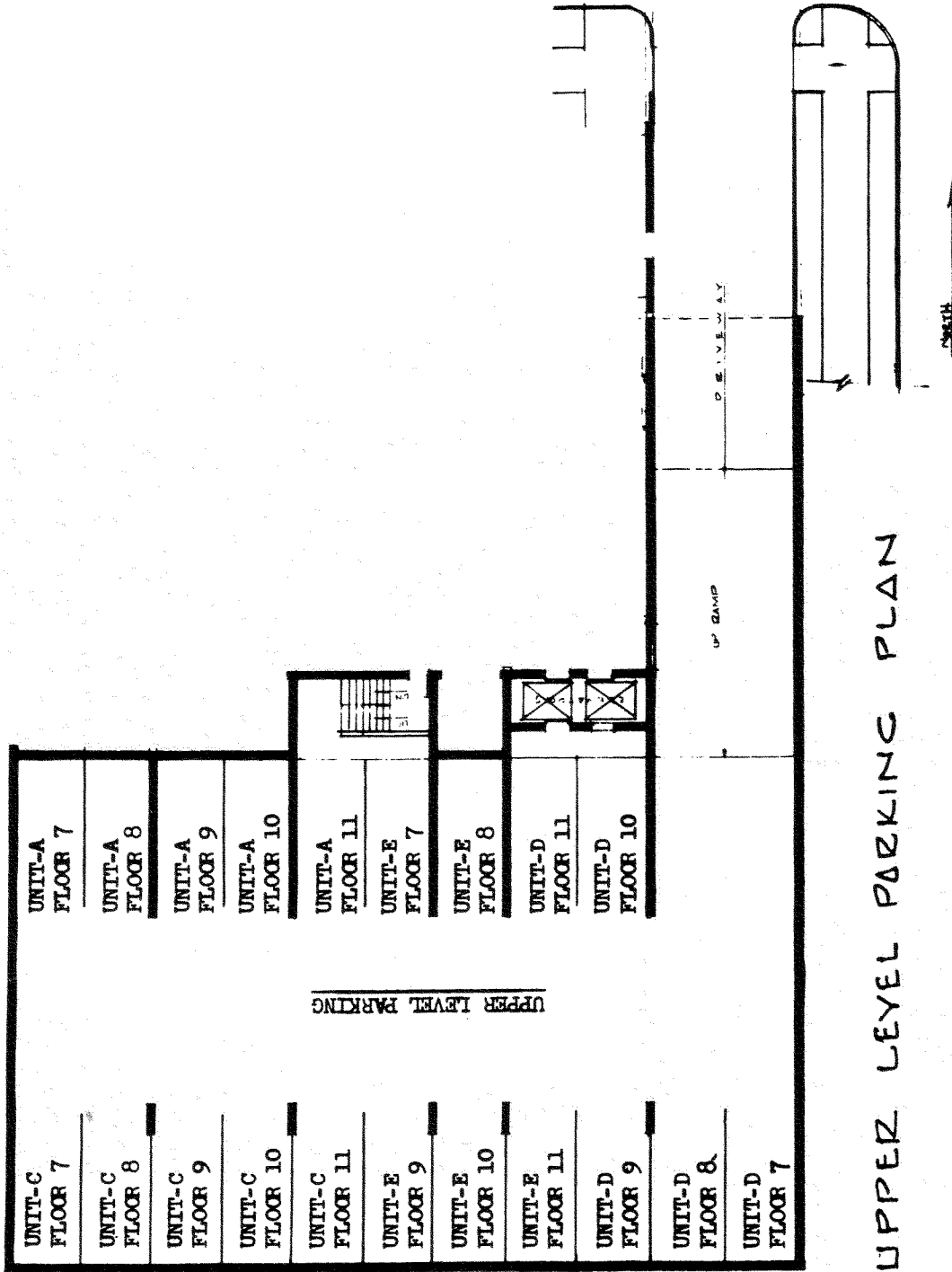


All dimensions are approximate outside measurements and cannot be accurately stated until construction is completed. Inside measurements may vary from outside measurements even after completion.

PLAZA 550  
 CLAY AVENUE AND OLIVE STREET SCRAMBLIN'  
 DEVELOPED BY PLAZA 550 A W.F.H. LTD. PROJECT  
 GEORGE F. DEMARCO ARCHITECTS CLACKS SUMMIT



NOTE: Parking area is part of same numbered unit.



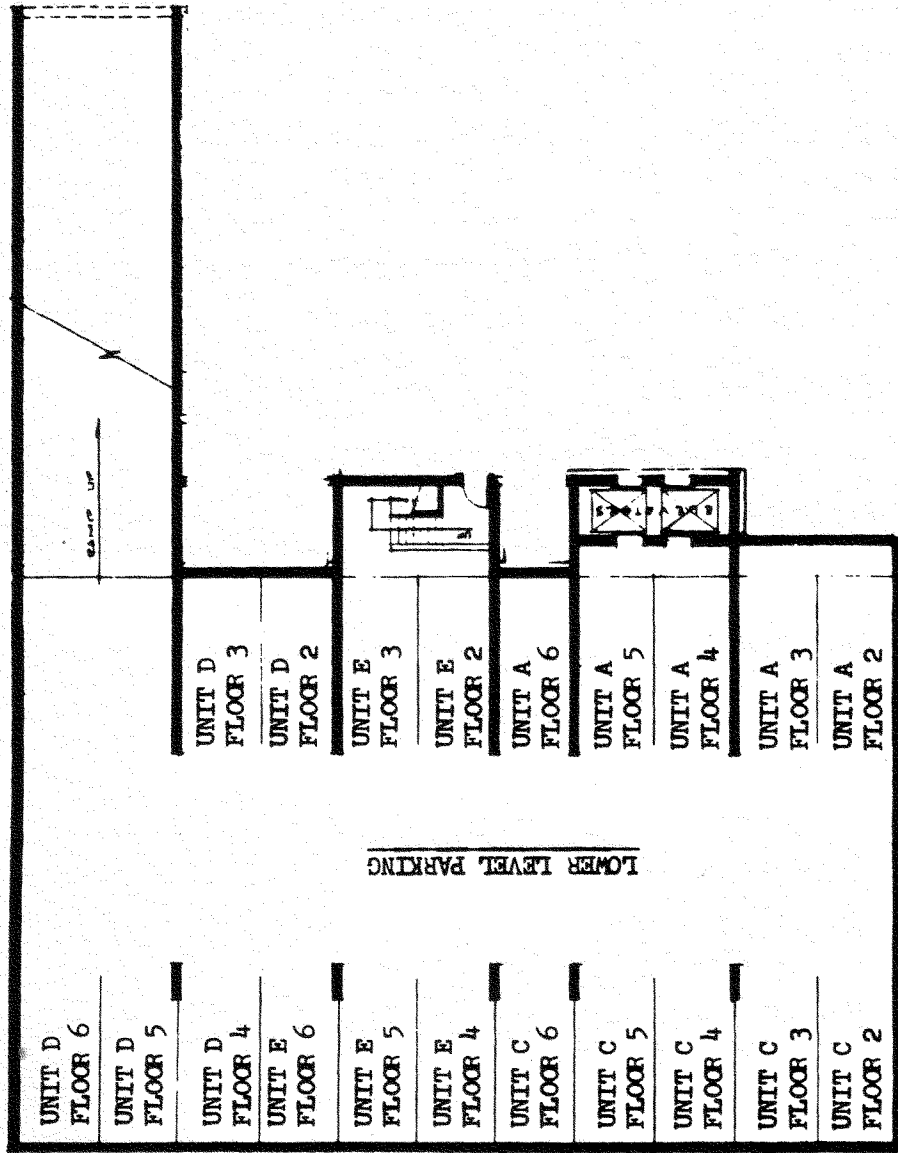
UPPER LEVEL PARKING PLAN



PLAZA 550  
 ELAY AVENUE AND OLIVE STREET  
 DEVELOPED BY PLAZA 550  
 GERALD F. DE MARCO - ARCHITECT

LUXURY CONDOMINIUM  
 SCRANTON, PA.  
 A W.F.H. LTD. PROPERTY  
 CLARK'S SUMMIT, PA.

NOTE: Parking area is part of same numbered unit.



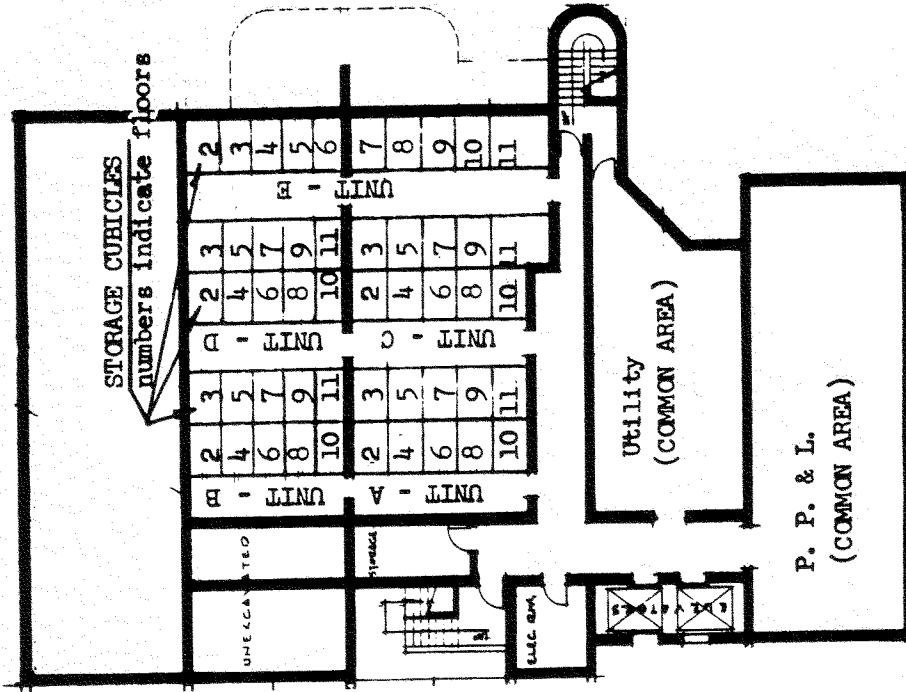
LOW LEVEL PARKING PLAN



PLAZA 550  
CLAY AVENUE AND LUXURY CONDOMINIUM, PA.  
DEVELOPED BY PLAZA 550 A W.F.H., LTD. PROPERTY

GERALD F. DE MARCO - ARCHITECT CLARES SUMMIT, PA. # 7202

NOTE: Storage cubicle is part of same numbered unit.



BASEMENT FLOOR PLAN '4' x '10'

PLAZA 550  
 RELAY AVENUE AND OLIVE STREET  
 DEVELOPED BY PLAZA 550  
 SERGIO P. DE MARCO ARCHITECT

LUXURY CONDOMINIUM  
 SCRANTON, PA  
 W.F.M. LTD. PROPERTY  
 CLARK SUMMIT PA 102



