

DECLARATION OF FLEXIBLE CONDOMINIUMFORNORTH POINT CONDOMINIUMARTICLE ISubmission: Defined Terms

Section 1.1. Declarant; property; county; name. NORTH POINT LIMITED PARTNERSHIP, a Pennsylvania Limited Partnership, (the "Declarant"), owner of the real property described in Exhibit "A" attached hereto, located in the Township of Neshannock, Lawrence County, Pennsylvania, hereby submits the real estate, including all easements, rights and appurtenances thereunto belonging as described in Exhibit "A", and the buildings and improvements to be erected thereon (collectively, the "Property") to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S.A. §3101 et. seq. (the "Act"), and hereby creates with respect to the Property a Flexible Condominium under the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S.A. §3206, to be known as "North Point Condominium" (the "Condominium").

Section 1.2. Defined Terms.

1.2.1. Terms Defined in the Act. Capitalized terms not otherwise defined herein or in the Plats and Plans shall have the meanings specified or used in the Act.

1.2.2. Terms Defined Herein. The following terms are used or defined in general terms in the Act and shall have specific meanings herein as follows:

a. "Association" means the Unit Owners' Association of the Condominium and shall be known as the "North Point Condominium".

b. "Building" means any building included in the Property.

c. "By-laws" means the document having that name and provided for by Section 3306 of the Act, as such document may be amended from time to time.

*See Condominium Book 5, pg 77  
for map of North Point Condominium recorded  
June 10, 1985.*

d. "Condominium" means the Condominium described in Section 1.1 above.

e. "Declarant" means the Declarant described in Section 1.1 above and all successors to any Special Declarant Rights.

f. "Declaration" means this document and the plats and plans as the same may be amended from time to time under Section 3219 of the Act.

g. "Executive Board" means the Executive Board of the Association.

h. "Limited Common Elements" means these portions of the Common Elements designated herein or on the plats and plans, Exhibit "B", as being Limited Common Elements.

i. "Declarant Control Period" means the time period commencing on the date of recordation of this Declaration and as specified in Article X of this Declaration.

j. "Limited Expenses" means the Common Expenses described as such in Section 3314(c) of the Act.

k. "Plats and Plans" means the Plats and Plans being recorded contemporaneously herewith in the Office of the Recorder of Deeds of Lawrence County, Pennsylvania at Condemnation Book Volume 2 page 77 as the same may be amended from time to time, which are hereby incorporated herein by this reference as Exhibit "B".

l. "Property" means the Property described in Section 1.1 above.

m. "Unit" means a Unit as described herein and in the Plats and Plans.

n. "Rules and Regulations" means such rules and regulations as are promulgated by the Declarant and thereafter modified by the Executive Board from time to time with respect to various details of the use of all or any portion of the Property which either supplement or elaborate upon the provisions in the Declaration or the By-laws.

o. "Special Declarant Rights" means Special Declarant Rights as defined in Section 3103 of the Act and such

additional rights reserved for the benefit of the Declarant as set forth in the "Condominium Documents" and By-laws.

1.2.3. Non-statutory Terms. The following terms when used herein shall have the meanings set forth below:

a. "General Common Expenses" means Common Expenses excluding Limited Expenses.

b. "Percentage Interest" means the undivided ownership interest in the Common Elements appurtenant to each Unit as set forth in Exhibit "C" attached, as the same may be amended from time to time.

c. "Reserved Common Elements" means portions of the Common Elements which the Executive Board may designate as such from time to time pursuant to Section 3.2 hereof.

d. "Permitted Mortgage" means any mortgage to the seller of a Unit and a first mortgage to (i) the Declarant; (ii) a bank, trust company, savings bank, savings and loan association, mortgage service institutional investor or lender; (iii) any other mortgagee approved by the Executive Board. A Holder of a Permitted Mortgage is referred to herein as a "Permitted Mortgagee".

e. "Condominium Documents" consist of the Declaration including the Plats and Plans, the By-laws and the Rules and Regulations.

Section 1.3. Provisions of the Act. The provisions of the Act and those amendments thereto, which by their terms would be applicable to this Condominium, shall apply to and govern the operation of the Condominium, except to the extent that contrary provisions, not prohibited by the Act as so amended, are contained in the Declaration (including the Plats and Plans) or the By-laws, in which event the latter provisions shall apply.

ARTICLE II

ALLOCATION OF PERCENTAGE INTERESTS, VOTES AND COMMON  
EXPENSE LIABILITIES; UNIT IDENTIFICATION AND BOUNDARIES;  
MAINTENANCE RESPONSIBILITIES

Section 2.1. Plats and Plans. The location and dimensions of the building and other improvements comprising the property and the location of the Units, Common Elements and Limited Common Elements of the Condominium are shown and described on the Plats and Plans as attached hereto as Exhibit "B".

Section 2.2. Percentage Interests. Attached as Exhibit "C" hereto is a list of all Units by their identifying Numbers and the Percentage Interest appurtenant to each Unit, determined on the basis of size, by dividing the "size" of the Unit by the aggregate of the "sizes" of all Units. The "size" of each Unit is the total number of square feet of floor space contained therein determined by reference to the dimensions shown on the Plats and Plans (exclusive of interior partitions). The Percentage Interest shall determine the number of votes in the Association and the share of Common Expenses Liability appurtenant to each Unit, with said note and liability of each unit equal to the proportionate ratio that the Percentage Interest of each unit bears to the total of all Percentage Interests of all units completed at any given point in time.

Section 2.3. Unit Boundaries. The title lines or boundaries of each Unit are situated as shown on the Plats and Plans and described as follows: All perimeter walls, floors, ceilings, doors and windows within or comprising part of each Unit. Each Unit shall also consist of all spaces, interior partitions and other fixtures and improvements within the title lines described above. Each Unit shall include the items within the title lines described in paragraphs (1) and (3) of §3202 of the Act which are appurtenant to the Unit.

Section 2.4. Maintenance Responsibilities. Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary descriptions, the Units and Common Elements shall be maintained and repaired by each Unit Owner and by the Association in accordance with the provisions of §3307 of the Act, except as expressly set forth to the contrary herein. All Common Expenses associated with the maintenance of a Limited Common Element shall be assessed as Limited Expenses against the Units to which such Limited Common Element was assigned at the time the expense was incurred. Ordinary maintenance and repair of patios, stoops and parking Limited Common Elements shall be the responsibility of the Owner of the Unit to which such Limited Common Elements are appurtenant. Structural repairs or replacements of all General and Limited Common Elements, including but not limited to, the roof, common walks

exterior and landscaping areas shall be the responsibility of the Association, the costs to be charged as General Common Expenses. Snow removal from the Limited Common Element used for parking adjacent to the garage of each Unit shall be included as a common expense maintenance item, unless there is a car parked on the area at the time of snow plowing; in such case, it will be the Unit Owner's responsibility to remove their own snow, since the Association will not be responsible to return an extra time to perform the same.

Section 2.5. Relocation of Unit Boundaries. Relocation of boundaries between units and conversion of Units by the Declarant will be permitted subject to compliance with the provision of §3214 and §3215 of the Act, and Units may be subdivided as provided therein.

Section 2.6. Option to Create Units, Limited Common Elements, or both, within convertible real estate or to add additional real estate (Common Elements) to or withdraw withdrawable real estate.

Declarant reserves for a period not to exceed seven (7) years from the date of recordation hereof the option to undertake any or all of the following:

- a. to create additional units within convertible real estate;
- b. to create additional Limited Common Elements within convertible real estate;
- c. to add additional real estate; or
- d. to withdraw withdrawable real estate.

The foregoing option will terminate only upon the expiration of the Declarant's Control Period or the mutual consent of the Declarant and all Unit Owners and no others. Additionally, there shall be no limitations on the foregoing options of Declarant other than as created by law.

### ARTICLE III

#### DESCRIPTION, ALLOCATION AND RESTRICTION OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section 3.1. Limited Common Elements. Portions of the Common Elements are marked on the Plats and Plans as "Limited Common Elements". Declarant reserves the right to make the initial assignment of the parking spaces and storage areas as Limited Common Elements for the exclusive use of certain Unit Owners to whose Units these parking spaces and storage areas shall become appurtenant. The

Declarant may assign such Common Elements as Limited Common Element parking spaces or storage areas pursuant to the provisions of Section 3209(c) of the Act by making such an assignment in a written instrument of assignment or in the deed to the Unit to which such Limited Common Element parking space and/or storage area shall be appurtenant or by recording an appropriate amendment to this Declaration. Such assignments by the Declarant may be to Units owned by the Declarant.

Section 3.2. Designation of Reserved Common Elements. Reserved Common Elements are those parts of the Common Element which the Executive Board may designate from time to time for use by less than all of the Unit Owners or by non-owners of any Units for specified periods of time or by only those persons paying fees or satisfying other reasonable conditions for use as may be established by the Executive Board. Such reserved Common Elements as so designated shall not prejudice the rights of Unit Owners to fully utilize their Units or their Limited Common Elements in any manner whatsoever.

#### ARTICLE IV

#### EASEMENTS

4.1.1. Additional Easements. In addition to and in supplementation of the easements provided for by Sections 3216, 3217 and 3218 of the Act, the following easements are hereby created:

a. Declarant's Use for Sales Purposes. Declarant shall have the right to maintain sales offices, management offices and models throughout the Property. Declarant reserves the right to place models, management offices and sales offices on any portion of the Common Elements in such manner, of such size and in such locations as Declarant deems appropriate or to use any Unit for such purposes. Declarant may from time to time relocate models, management offices and sales offices to different locations within the Common Elements. Upon the relocation of a model, management office or sales office constituting a Common Element, Declarant may remove all personal property and fixtures therefrom. Any fixtures not so removed shall be deemed Common Elements, and any personal property not so removed shall be deemed the property of the Association.

b. Utility Easements. The Units and Common Elements shall be, and are hereby, made subject to easements in

favor of the Declarant, the Association, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created in this Section shall include, without limitation, right of Declarant, the Association, or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wires, conduits and equipment and ducts and vents over, under, through, along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this Section, unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant, or so as not to materially interfere with the use or occupancy of the Unit by its occupants.

c. Declarant's Easement to Correct Drainage.

Declarant reserves an easement on, over and under those portions of the Common Elements not located within the Building for the purpose of maintaining and correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created by this Section expressly includes the right to cut any trees, bushes or shrubbery, to grade the soil, or to take any other action reasonably necessary to achieve this purpose, following which the Declarant shall restore the affected property as closely to its original condition as practicable.

d. Signs. Declarant shall have the right to maintain on the property such advertising signs as Declarant in its sole discretion may deem appropriate, provided that such signs comply with applicable governmental requirements. Declarant may from time to time relocate such advertising signs.

e. Construction Easement. Until the expiration of seven (7) years after the date thereof, the Declarant shall have an easement through the Units and the common Elements for access or any other purposes necessary to complete any

renovations or work to be performed by the Declarant. Additionally, Declarant reserves an easement (until Declarant shall have satisfied all of its obligations under any Condominium Document and all commitments in favor of any Unit Owner and the Association) to use portions of the Common Elements and any Units owned by the Declarant for construction or renovation related purposes, including the storage of tools, machinery, equipment, building materials, appliances, supplies and fixtures and the performance of work respecting the Property.

f. During the Declarant Control Period and for a period of seven (7) years thereafter, the Declarant shall have an easement through the Unit for any access necessary to complete any renovations or modifications to be performed by Declarant.

4.2.1. Easement for Ingress and Egress Through Common Elements, Access to Units and Support.

a. Each Unit Owner is hereby granted an easement in common with each other Unit Owner for ingress and egress through all Common Elements, subject to such reasonable rules, regulations and restrictions as may be imposed by the Association. Each Unit is hereby burdened with and subjected to an easement for ingress and egress through all Common Elements by persons lawfully using or entitled to the same.

b. To the extent necessary, each Unit shall have an easement for structural support over every other Unit in the Building, the Common Elements and the Limited Common Elements, and each Unit, the Limited Common Elements and the Common Elements shall be subject to an easement for structural support in favor of every other Unit in the Building, the Common Elements and the Limited Common Elements.

4.2.2. Units and Limited Common Elements Easement in Favor of Association.

The Units and the Limited Common Elements are hereby made subject to the following easements in favor of the Association and its agents, employees and independent contractors:

a. for inspection of the Units and Limited Common Elements in order to verify the performance by Unit Owners of all items of maintenance and repair for which they are responsible;



b. for inspection, maintenance, repair and replacement of the Common Elements and of the Limited Common Elements situated in or accessible from such Units or Limited Common Elements and/or the Units.

c. for correction of emergency conditions in one or more Unit or Limited Common Elements, or both, or casualties to the Common Elements, the Limited Common Elements and/or the Units.

## ARTICLE V

### AMENDMENT OF DECLARATION

5.1.1. Amendment Procedure. This Declaration may be amended only in accordance with the procedures specified in Section 3219 of the Act, the other Sections of the Act referred to in Section 3219 thereof and the express provisions of this Declaration.

5.1.2. No Amendment shall be made to this Declaration during the Declarant Control Period without the written consent of the Declarant. No Amendment to this Declaration shall diminish or impair the rights of Declarant under this Declaration without consent of the Declarant. No Amendment may modify this Article or the rights of any person hereunder without the consent of all Unit Owners. Except as specifically provided in this Declaration or the Act, no provision of this Declaration shall be construed to grant to any Unit Owner, or to any other person, any priority over any right of Mortgagees.

## ARTICLE VI

### USE RESTRICTIONS

Section 6.1. Use and Occupancy of Units and Common Elements. The occupancy and use of the Units and Common Elements shall be subject to the following restrictions:

a. The Units in the Condominium (with the exception of any Units during the time period when they are being

used by the Declarant as a sample, model or sales office) are restricted to single family residential use and may not be used for any other purposes by the Unit Owner or any future Unit Owner.

b. The Right is reserved by the Declarant or its agent or agents to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units, and on any part of the Common Elements, and the right is hereby given to any Permitted Mortgagee, who may become the Owner of any Unit, to place such signs on any Unit owned by such Permitted Mortgagee.

c. There shall be no obstruction or alteration of the Common Elements nor shall anything be stored in or on the Common Elements without the prior consent of the Executive Board except as herein expressly provided. The use and the covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of the Buildings, shall be subject to the Rules and Regulations of the Executive Board.

d. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Property, or contents thereof, without the prior written consent of the Executive Board, which consent may be conditioned upon the Unit Owner of such Unit being required to bear the full amount of such increase. No Unit Owner shall permit anything to be done or kept in his Unit or in the common Elements which will violate any law, statute, ordinance or regulation of any governmental body or which will result in the cancellation of any insurance maintained by the Executive Board. No waste shall be permitted in the Common Elements.

e. No person shall create a nuisance on the Property or engage in any use or practice which interferes with the peaceful possession or proper use of any of the Units or of the Common Elements.

f. No Unit Owner, or Occupant shall (i) make any installation which extends beyond the physical limits of Unit Owner's or Occupant's Unit into the Common Elements; (ii) paint or otherwise alter the structure, form or appearance of the exterior portion of any wall, window, door or other portion of the Property which is visible from outside of such Unit; or (iii) place any sign, notice,

advertisement or the like on any part of the Property which is visible from outside of such Unit.

g. No Unit Owner shall do any work or any other act which would jeopardize the soundness or safety of the Property or any part thereof, or impair any easement or hereditament without the unanimous consent of the Unit Owners affected thereby.

Section 6.2. Additions, Alterations or Improvements, to Units. No Unit Owner shall make or permit any addition, alteration or improvement to his Unit which could or might affect the structural integrity of the building. No Unit Owner shall make or permit any other structural change, addition, alteration or improvement in or to his Unit without the prior written consent of the Executive Board, which shall not be unreasonably withheld, and, if such change so consented to would result in rendering inaccurate the description of that Unit on the Plats and Plans, it shall not be undertaken until the Plats and Plans have been duly amended at the cost and expense of such Unit Owner. Requests for such consent shall be accompanied by detailed plans and specifications showing the proposed addition, alteration or improvement, and shall name the contractors and subcontractors to be employed. The Executive Board shall act upon requests within thirty (30) days after receipt thereof, and shall be deemed to have acted favorably in cases where no response is made within that period. Application to any governmental authority for necessary permits shall be made only by the Executive Board as Agent for and at the expense of the Unit Owner, without incurring any liability to such authority or to any contractor, subcontractor or materialman or to any person having any claim for injury to person or damage to property from such work. Unit Owners shall indemnify and hold the Association harmless from all such matters including costs of litigation and reasonable attorney's fees.

Section 6.3. Rules and Regulations: Reasonable Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property, may be promulgated from time to time by the Executive Board, subject to the right of the Association to change such Rules and Regulations. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such Rules and Regulations or any amendments thereto

Section 6.4. Sale of Units. Any owner who wishes to sell his or her Unit shall, at least ten (10) days prior to accepting any offer to sell, give to the Association written notice of the terms of such

offer, which notice shall specify the name and address of the offeror. If, within said ten-day period, time being of the essence, the Association or its nominee submits to the Owner an identical or more favorable offer, the Owner must accept the offer of the Association in preference to the original offer. If the Association does not make an offer within said ten-day period, time being of the essence, then the Owner may sell his or her Unit to the original offeror. The Association shall have sole discretion in this matter and no vote or approval of the Unit Owners is required. Any holder of a mortgage which comes into possession of a Unit pursuant to the remedies provided in the mortgage or any purchaser at a Sheriff's sale of the Unit or any mortgagee, or its designee, who accepts a Deed for the Unit in lieu of foreclosure, shall be exempt from the provisions of this section with respect to their obtaining title to the Unit. Thereafter they shall be subject to the provisions of this paragraph.

## ARTICLE VII

### MORTGAGES

Section 7.1. Permitted Mortgages. A Unit Owner other than the Declarant or the Executive Board may not voluntarily encumber or subject his or its Unit to any lien, other than the lien of a Permitted Mortgage. Whether or not they expressly so state, all such Permitted Mortgages and the obligations secured thereby shall be deemed to provide, generally, that the Permitted Mortgage, and the rights and obligations of the parties thereto, shall be subject to the terms and conditions of the Act and this Declaration and shall be deemed to provide specifically, but without limitation, that the Permitted Mortgagee shall have no right (a) to participate in the adjustment of losses with insurers or in the decision as to whether or not or how to repair or restore damage to or destruction of the Property, or (b) to accelerate the mortgage debt or to have any other remedies by virtue of waste or alleged waste or other conditions occurring anywhere on the Property other than within the affected Unit and the obligation secured shall be prepayable, without penalty, upon the happening of any termination of the Condominium or determination not to restore or replace the affected Unit. No Unit Owner shall deliver any Permitted Mortgage, or any obligation to be secured thereby, unless it has first notified the Executive Board of the name and address of the proposed Permitted Mortgagee. Upon receipt of notice of a Permitted Mortgage, the Secretary of the Executive Board shall instruct the insurer of the Property to add the name of the Permitted Mortgagee to the mortgagee

loss payable provision of the hazard insurance policy covering the Property and to provide such Permitted Mortgagee with a Certificate of Insurance showing that the Permitted Mortgagee's name has been so added. The Secretary shall maintain a register of such Permitted Mortgages, showing the names and addresses of the Permitted Mortgagees and the amount secured thereby.

Section 7.2. Rights of Permitted Mortgagees: Upon the specific written request of a holder of a mortgage on a Unit or its servicer to the Executive Board, after a default on the mortgage has occurred and during a period when the default condition subsists, the mortgagee shall be entitled to receive some or all of the following as designated in the request:

- a. Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Executive Board to the Owner of the Unit covered by the mortgage;
- b. Any financial statements of the Association which are prepared for the Association and distributed to the Unit Owners;
- c. Copies of notices of meetings of the Unit Owners and the right to designate a representative to attend such meetings;
- d. Notice of the decision of the Unit Owners to make any material amendment to this Declaration;
- e. Notice of substantial damage to or destruction of any Unit (the repair of which would cost in excess of \$1,000) or any part of the Common Elements (the repair of which would cost in excess of \$10,000);
- f. Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Property;
- g. Notice of any default by the owner to the Association of the Unit which is subject to the mortgage, where such default is not cured by the Unit Owner within thirty (30) days after the giving of notice by the Association to the Unit Owner of the existence of the default;

The request of a mortgagee or its servicer shall specify which of the above items it desires to receive and shall indicate the

address to which any notices or documents shall be sent by the Executive Board. The Executive Board need not inquire into the validity of any request made by a mortgagee hereunder.

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

~~ARTICLE VIII~~

Article VIII Repealed by 10th Amendment June 20, 2012

~~LEASING~~

~~A Unit Owner may lease his Unit (but not less than his entire Unit) at any time and from time to time provided that: (1) no Unit may be leased for transient or hotel purposes or for an initial term of less than three months; (2) no Unit may be leased without a written lease on a form approved by the Executive Board; (3) a copy of such lease shall be furnished to the Executive Board within ten (10) days after execution thereof; and (4) a breach of the Declaration, By-laws or Rules and Regulations of the Condominium shall constitute a default under the lease and the lessee shall be bound by and subject to the Declaration, By-laws and Rules and Regulations of the Condominium.~~

ARTICLE IX

BUDGETS, COMMON EXPENSES, ASSESSMENTS AND ENFORCEMENT

Section 9.1. Monthly Payments. The Executive Board shall levy and enforce the collection of general and special assessments for Common Expenses. Assessments shall commence upon the conveyance of the first Unit to a person other than the Declarant. All Common Expense assessments made in order to meet the requirements of the Association's annual budget shall be deemed to be adopted and assessed on a monthly basis (rather than on an annual basis payable in monthly installments) and shall be due and payable in advance on the first day of each month. Special assessments and fines shall be due and payable in one or more monthly payments, in advance, on the first day of each month, as determined by the Executive Board.

Section 9.2. Subordination of Certain Charges. Any fees, charges, late charges, fines and interest which may be levied by the Executive Board pursuant to §§3302(a) (10) (11) and (12) of the Act, shall be subordinate to the lien of a Permitted Mortgage on a Unit.

Section 9.3. Surplus. The budget of the Association shall segregate Limited Expenses from General Common Expenses. Any amounts accumulated from assessments and income from the operation of the Common Elements in excess of the amount required for actual expenses and reserves for future expenses shall be credited to each Unit Owner in accordance with their Percentage Interests, said credits to be applied to the next monthly assessments of General or Limited Common Expenses due from said Unit Owners under the current fiscal year's budget, and thereafter, until exhausted.

Section 9.4. Limitation on Expenditures. There shall be no structural alterations, capital additions to, or capital improvements on the Common Elements (other than for purposes of repairing, replacing and restoring portions of the Common Elements) requiring an expenditure in excess of Twenty Thousand (\$20,000) dollars without the prior approval of the Unit Owners entitled to cast 67 per cent of the votes of all Unit Owners.

Section 9.5. Reserve. Each annual budget for Common Expenses shall include an amount reasonably considered by the Executive Board to be sufficient as a reserve for replacements, contingencies, capital expenditures and deferred maintenance. To initiate such reserve, the Declarant shall collect from each of its grantees, at time of settlement, an amount equal to twice the estimated monthly Common Expenses assessment allocable to the Unit purchased by such grantee and shall remit such amount to the Association. In addition, the Executive Board shall have the right to segregate all or any portion of the reserve for any specific replacement or contingency upon such conditions as the Executive Board deems appropriate.

Section 9.6. Accounting. Within One Hundred Twenty (120) days after the end of the fiscal year of the Association, the Executive Board shall supply to all Unit Owners an itemized accounting of the Common Expenses for the preceding fiscal year actually incurred and paid together with a tabulation of the amounts collected pursuant to the annual budget or assessments and leases and sales of property owned or managed by the Executive Board on behalf of the Association, and showing the net excess or deficit of income over expenditures plus reserves.

Section 9.7. Interest and Charges. All sums whether for General or Special Assessments assessed by the Executive Board against

any Unit Owner shall bear interest thereon at the rate of fifteen (15%) per cent per annum or such other rate as may be determined by the Executive Board from the tenth (10th) day following default in payment of any assessment when due. All unpaid assessments shall constitute and are hereby deemed to constitute a lien and charge upon the interests of the delinquent Owner and shall be collectible in the same manner and to the same extent as any other lien without the necessity of the Association filing any other or additional documents. Any delinquent Owner shall also be obligated to pay (i) all expenses of the Executive Board, including reasonable attorney's fees, incurred in the collection of the delinquent assessment by legal proceedings or otherwise, and (ii) any amounts paid by the Executive Board for taxes or on account of superior liens or otherwise to protect its lien, which expenses and amounts, together with accrued interest, shall be deemed to constitute part of the delinquent assessment and shall be collectible as such, subject to Section above.

ARTICLE X

DECLARANT'S RIGHTS

Section 10.1. Declarant Control of the Association.

10.1.1. The Declarant may at its option, control the Association during the Declarant Control Period.

10.1.2. Declarant Control Period. The period of control of the Declarant shall commence upon the recordation of the Declarations and continue as provided herein and in other sections hereof. With reference to the election of the members of the Executive Board, membership shall be subject to the following conditions:

a. Until the 60th day after conveyance of 5 Units to Unit Owners other than Declarant, Declarant shall have the right to appoint and remove any and all officers and members of the Executive Board. After conveyance of five (5) Units, the Unit Owners shall have the right to elect one (1) member of the Executive Board. Declarant may not unilaterally remove any members of the Executive Board elected by Unit Owners other than Declarant.

b. Not later than 60 days after conveyance of 18 Units to Unit Owners other than Declarant, two of the



five members of the Executive Board shall be elected by Unit Owners other than Declarant.

c. Not later than the earlier of (i) seven years after the date of the recording of this Declaration, or (ii) 180 days after 38 of the Units which may be constructed on the Property have been conveyed to Unit Owners other than Declarant, all members of the Executive Board appointed by Declarant shall resign, and the Unit Owners (including Declarant to the extent of Units owned by Declarant) shall elect a new five member Executive Board.

Section 10.2. Declarant Owned Units. Declarant will only be required to pay its pro rata share of actual operating expenses of the Building for any Units which it owns but which are not occupied by Declarant or a Tenant.

#### ARTICLE XI

##### UNITS SUBJECT TO CONDOMINIUM DOCUMENTS; EMINENT DOMAIN

Section 11.1. Applicability of Condominium Documents. Each present and future owner, lessee, occupant and mortgagee of a Unit shall be subject to and shall comply with the provisions of the Act, this Declaration (including the Plats and Plans), the By-laws and the Rules and Regulations and with the covenants, conditions and restrictions as set forth in this Declaration (including the Plats and Plans), the By-laws and the Rules and Regulations and the deed to such Unit; provided that nothing contained herein shall impose upon any lessee or mortgagee of a Unit any obligations which the Act or one or more such document, or both, make applicable only to Unit Owners (including, without limitation, the obligation to pay assessments for Common Expenses.

The acceptance of a deed or mortgage to any Unit, 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 (including the Plats and Plans), the By-laws, the Rules and Regulations and the covenants, conditions and restrictions set forth in the deed to such Unit are accepted and ratified by such grantee, mortgagee or leasee insofar as applicable. All of such provi-

sions shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage and lease thereof.

ARTICLE XII

LIMITATION OF LIABILITY

Section 12.1. Limited Liability of the Executive Board. The Executive Board, and its members in their capacity as members, officers and employees:

a. Shall not be liable for the failure of any service to be obtained by the Executive Board and paid for by the Association, or for injury or damage to Persons or property caused by the elements, an Act of God or by another Unit Owner or person on the Property, or resulting from electricity, gas, water, rain, dust or sand which may leak or flow from the outside or from any part of the building, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place unless in each such instance such injury or damage has been caused by the willful misconduct or gross negligence of the Association or the Executive Board;

b. Shall not be liable to the Unit Owners as a result of the performance of the Executive Board members' duties for any mistake of judgment, negligence or otherwise, except for the Executive Board members' own willful misconduct or gross negligence;

c. Shall have no personal liability in contract to a Unit Owner or any other person or entity under any agreement, check, contract, deed, lease, mortgage, instrument or transaction entered into by them on behalf of the Executive Board or the Association in the performance of the Executive Board members' duties;

d. Shall not be liable to a Unit Owner, or such Unit Owner's tenants, employees, agents, customers or guests, for loss or damage caused by theft of or damage to personal property left by such Unit Owner or his

tenants employees, agents, customers or guests in a Unit, or in or on the Common Elements or Limited Common Elements, except for the Executive Board members' own willful misconduct or gross negligence;

e. 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 the Executive Board members' own willful misconduct or gross negligence in the performance of their duties; and

f. Shall have no personal liability arising out of the use, misuse or condition of the Building, or which might in any other way be assessed against or imputed to the Executive Board members as a result of or by virtue of their performance of their duties, except for the Executive Board members' own willful misconduct or gross negligence.

Section 12.2. Indemnification. Each member of the Executive Board, in his capacity as an Executive Board member, officer or both, shall be indemnified by the Association 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 Executive Board, or any settlement of any such proceeding, whether or not he is an Executive Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged guilty of willful misconduct or gross negligence in the performance of his duties; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he is then an Executive Board member) approves such settlement and reimbursement as being in the best interests of the Association; and provided further that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board member and/or officer had no reasonable cause to believe his conduct was unlawful. The indemnification by the Unit Owners set forth in this Section shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

Section 12.3. Defense of Claims. Complaints brought against the Association, the Executive Board or the officers, employees or agents thereof in their respective capacities as such, or the Condominium as a whole, shall be directed to the Executive Board of the Association, which shall promptly give written notice thereof to the Unit Owners and the holders of any mortgages on Units and such complaints shall be defended by the Association. The Unit Owners and the holders of mortgages on Units shall have no right to participate in such defense other than through the Association.

Section 12.4. Insurance. The Executive Board shall obtain insurance to satisfy the indemnification and obligation of the Association and all Unit Owners set forth above, if and to the extent reasonably available.

IN WITNESS WHEREOF, North Point Limited Partnership, has caused this Declaration to be executed this 10th day of June, 1985 by its General Partners,

WITNESS:

[Signature]

[Signature]

NORTH POINT LIMITED PARTNERSHIP

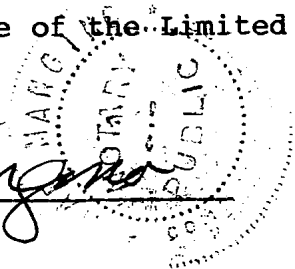
By [Signature]  
John L. Drespling

By [Signature]  
Susan D. Duddy

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF LAWRENCE :

On this, the 10th day of June, 1985, before me, the undersigned officer, personally appeared John L. Drespling and Susan D. Duddy, who acknowledged themselves to be the General Partners of North Point Limited Partnership, and that they as such Limited Partners being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Partnership by themselves as General Partners.

[Signature]  
NOTARY PUBLIC



My Commission Expires:

MAE MANGINO, Notary Public  
New Castle, Lawrence County, Pa.  
My Commission Expires March 31, 1987

PARCEL NO. 1:

ALL that certain piece, parcel or lot of land situate, lying and being in the Township of Neshannock, County of Lawrence and State of Pennsylvania, bounded and described as follows:

BEGINNING at a point at the intersection of the center line of TR 561, also known as Mitchell Road, and the eastern boundary of land now or formerly of Melvin Thompson, said point being one-half (1/2) mile east of the intersection of said Mitchell Road with TR 18; thence along the eastern boundary of property now or formerly of said Melvin Thompson, North 0° 11' 30" West, a distance of 25 feet, to a point, the place of beginning, which point is the southwest corner of the property herein described; thence along said property now or formerly of Melvin Thompson and other property of North Point Limited Partnership, North 0° 11' 30" West, a distance of 880.00 feet to a point; thence along other property of North Point Limited Partnership South 89° 49' 51" East, a distance of 794.00 feet to a point on the west line of property now or formerly of the Neshannock School District; thence South 0° 03' 30" East along the line of Neshannock School District, a distance 555.00 feet to a point; thence along property now or formerly of E.J. Reynolds, North 87° 15' West, a distance of 120.00 feet to a point; thence along said property now or formerly of E. J. Reynolds South 0° 03' 20" East, a distance of 75 feet to an iron pin; thence along other property of North Point Limited Partnership and John Wissinger, et ux., South 89° 54' 10" West, a distance of 602.52 feet to an iron pin; thence South 0° 11' 30" East, a distance of 200.08 feet to an iron pin; thence by a curve to the left having a radius of 50 feet, a distance of 78.46 feet to an iron pin on the North line of said TR 561; thence by the North line of said TR 561, South 89° 54' 01" West, a distance of 119.92 feet to a point, the place of BEGINNING.

BEING a part of the same property conveyed to North Point Limited Partnership by deed of John L. Filby, et al., dated April 15, 1985, and recorded in the Office of the Recorder of Deeds of Lawrence County, Pennsylvania in Record Book Volume 704, page 256.

PARCEL NO. 2:

ALL that certain piece, parcel or lot of land situate, lying and being in the Township of Neshannock, County of Lawrence and State of Pennsylvania, bounded and described as follows:

BEGINNING at the intersection of the center line of TR 561, also known as Mitchell Road, and the easterly line of property now or formerly of Melvin Thompson, said point being one-half (1/2) mile east of the intersection of TR 561 and TR 18; thence by the easterly line of property now or formerly of Melvin Thompson North 0° 11' 30" West, a distance of 439.05 feet to a point, the place of BEGINNING; thence along the North line of said property now or formerly of Melvin Thompson, North 89° 43' 00" West, a distance of 199.90 feet to a point; thence North 0° 11' 30" West, a distance of 1,240.01 feet to a point; thence South 89° 49' 51" East, a distance of 995.64 feet to a point; thence South 0° 03' 30" East a distance of 776.69 feet to a point; thence along other property of North Point Limited Partnership North 89° 49' 51" West, a distance of 794.00 feet to a point; thence along said property South 0° 11' 30" East, a distance of 465.95 feet to a point, the place of BEGINNING.

BEING a part of the same property conveyed to North Point Limited Partnership by deed of John L. Filby, et al., dated April 15, 1985, and recorded in the Office of the Recorder of Deeds of Lawrence County, Pennsylvania, in Record Book Volume 704, page 256.

EXHIBIT "C"

<u>Unit Number</u>	<u>Square footage of Unit</u>	<u>Interest in Common Elements</u>	<u>Portion of Vote in Association</u>	<u>Percentage of Common Expenses</u>
<u>Building #1</u>				
#1	1,239	.0092	.0092	.0092
#2	1,239	.0092	.0092	.0092
#3	1,440	.0107	.0107	.0107
#4	1,440	.0107	.0107	.0107
#5	1,710	.0127	.0127	.0127
#6	1,710	.0127	.0127	.0127
<u>Building #2</u>				
#7	1,239	.0092	.0092	.0092
#8	1,239	.0092	.0092	.0092
#9	1,440	.0107	.0107	.0107
#10	1,440	.0107	.0107	.0107
#11	1,710	.0127	.0127	.0127
#12	1,710	.0127	.0127	.0127
<u>Building #3</u>				
#14	1,239	.0092	.0092	.0092
#15	1,239	.0092	.0092	.0092
#16	1,440	.0107	.0107	.0107
#17	1,440	.0107	.0107	.0107
#18	1,710	.0127	.0127	.0127
#19	1,710	.0127	.0127	.0127



<u>Unit Number</u>	<u>Square footage of Unit</u>	<u>Interest in Common Elements</u>	<u>Portion of Vote in Association</u>	<u>Percentage of Common Expenses</u>
<u>Building #4</u>				
#20	1,239	.0092	.0092	.0092
#21	1,239	.0092	.0092	.0092
#22	1,440	.0107	.0107	.0107
#23	1,440	.0107	.0107	.0107
#24	1,710	.0127	.0127	.0127
#25	1,710	.0127	.0127	.0127
<u>Building #5</u>				
#26	1,239	.0092	.0092	.0092
#27	1,239	.0092	.0092	.0092
#28	1,440	.0107	.0107	.0107
#29	1,440	.0107	.0107	.0107
#30	1,710	.0127	.0127	.0127
#31	1,710	.0127	.0127	.0127
<u>Building #6</u>				
#32	1,239	.0092	.0092	.0092
#33	1,239	.0092	.0092	.0092
#34	1,440	.0107	.0107	.0107
#35	1,440	.0107	.0107	.0107
#36	1,710	.0127	.0127	.0127
#37	1,710	.0127	.0127	.0127

<u>Unit Number</u>	<u>Square footage of Unit</u>	<u>Interest in Common Elements</u>	<u>Portion of Vote in Association</u>	<u>Percentage of Common Expenses</u>
<u>Building #7</u>				
#38	1,239	.0092	.0092	.0092
#39	1,239	.0092	.0092	.0092
#40	1,440	.0107	.0107	.0107
#41	1,440	.0107	.0107	.0107
#42	1,710	.0127	.0127	.0127
#43	1,710	.0127	.0127	.0127
<u>Building #8</u>				
#44	1,239	.0092	.0092	.0092
#45	1,239	.0092	.0092	.0092
#46	1,440	.0107	.0107	.0107
#47	1,440	.0107	.0107	.0107
#48	1,710	.0127	.0127	.0127
#49	1,710	.0127	.0127	.0127
<u>Building #9</u>				
#50	1,239	.0092	.0092	.0092
#51	1,239	.0092	.0092	.0092
#52	1,440	.0107	.0107	.0107
#53	1,440	.0107	.0107	.0107
#54	1,710	.0127	.0127	.0127
#55	1,710	.0127	.0127	.0127

<u>Unit Number</u>	<u>Square footage of Unit</u>	<u>Interest in Common Elements</u>	<u>Portion of Vote in Association</u>	<u>Percentage of Common Expenses</u>
<u>Building #10</u>				
#56	1,239	.0092	.0092	.0092
#57	1,239	.0092	.0092	.0092
#58	1,440	.0107	.0107	.0107
#59	1,440	.0107	.0107	.0107
#60	1,710	.0127	.0127	.0127
#61	1,710	.0127	.0127	.0127
<u>Building #11</u>				
#62	1,239	.0092	.0092	.0092
#63	1,239	.0092	.0092	.0092
#64	1,440	.0107	.0107	.0107
#65	1,440	.0107	.0107	.0107
#66	1,710	.0127	.0127	.0127
#67	1,710	.0127	.0127	.0127
<u>Building #12</u>				
#68	1,239	.0092	.0092	.0092
#69	1,239	.0092	.0092	.0092
#70	1,440	.0107	.0107	.0107
#71	1,440	.0107	.0107	.0107
#72	1,710	.0127	.0127	.0127
#73	1,710	.0127	.0127	.0127

<u>Unit Number</u>	<u>Square footage of Unit</u>	<u>Interest in Common Elements</u>	<u>Portion of Vote in Association</u>	<u>Percentage of Common Expenses</u>
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Building #14

#74	1,239	.0092	.0092	.0092
#75	1,239	.0092	.0092	.0092
#76	1,440	.0107	.0107	.0107
#77	1,440	.0107	.0107	.0107
#78	1,710	.0127	.0127	.0127
#79	1,710	.0127	.0127	.0127

Building #15

#80	1,728	.0128	.0128	.0128
#81	1,728	.0128	.0128	.0128
#82	1,728	.0128	.0128	.0128
#83	1,728	.0128	.0128	.0128
#84	1,728	.0128	.0128	.0128
#85	1,728	.0128	.0128	.0128

Building #16

#86	1,728	.0128	.0128	.0128
#87	1,728	.0128	.0128	.0128
#88	1,728	.0128	.0128	.0128
#89	1,728	.0128	.0128	.0128
#90	1,728	.0128	.0128	.0128
#91	1,728	.0128	.0128	.0128