

**Together** with all and singular the buildings, improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of

them, the said grantors, as well at law as in equity, of, in, and to the same.

**To have and to hold** the said lot or piece of ground above described with the buildings, improvements, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, her heirs and assigns, to and for the only proper use and behoof of the said Grantee, her heirs and assigns forever.

UNDER AND SUBJECT to certain restrictions as of record.

**And** the said Grantors, for themselves, their heirs,

executors and administrators do covenant, promise and agree, to and with the said Grantee, her heirs and assigns, by these presents, that they the said Grantors and their heirs, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantee, her heirs and assigns, against them, the said Grantors and their heirs, and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under him, her, them, or any of them, shall and will Under and Subject as aforesaid.

WARRANT and forever DEFEND.

In Witness Whereof, the parties of the first part have hereunto set their hand and seal. Dated the day and year first above written.

Sealed and Delivered  
IN THE PRESENCE OF US:

*George Frank M. Affleck* SEAL  
George Frank M. Affleck SEAL  
*Lavinia Jane Affleck* SEAL  
Lavinia Jane Affleck SEAL

**DECLARATION OF CONDOMINIUM  
OF  
RIVER PARK HOUSE, a condominium  
TABLE OF CONTENTS**

<u>Article</u>	<u>Section</u>	<u>Title</u>	<u>Page</u>
I		<b>GENERAL PROVISIONS</b>	
	1.1	Declaration of Condominium . . . . .	1
II		<b>DEFINITIONS</b>	
	2.1	Terms Defined in the Act . . . . .	1
	2.2	Terms Specifically Defined in this Declaration of Condominium . . . . .	1
	2.3	Provisions of the Act . . . . .	2
III		<b>UNIT BOUNDARIES</b>	
	3.1	Plats and Plans . . . . .	2
	3.2	Unit Title Lines . . . . .	2
IV		<b>DESCRIPTION AND ALLOCATION OF LIMITED COMMON ELEMENTS</b>	
	4.1	Description of Limited Common Elements . . . . .	3
	4.2	Specified Limited Common Elements . . . . .	3
V		<b>ALLOCATION OF COMMON ELEMENT INTERESTS; COMMON EXPENSES AND RESPONSIBILITY FOR MAINTENANCE AND REPAIR; VOTING RIGHTS</b>	
	5.1	Allocation of Common Element Interest and Common Expense Liability . . . . .	3
	5.2	Allocation of Unit Owner's Voting Rights . . . . .	4
VI		<b>RESTRICTIONS ON USE; LEASES OF UNITS; GARAGE</b>	
	6.1	Residential Uses . . . . .	4
	6.2	Lease of Units . . . . .	6
	6.3	Parking . . . . .	6
	6.4	Storage Areas . . . . .	6
	6.5	Swimming Pool, Social Room and Cabanas . . . . .	6
VII		<b>EASEMENTS; RIGHTS RESERVED TO THE DECLARANT</b>	
	7.1	Easements . . . . .	6
	7.2	Declarant Control of the Association . . . . .	8
	7.3	Declarant's Offices and Models . . . . .	8
VIII		<b>RIGHTS OF MORTGAGEES</b>	
	8.1	Restrictions on Encumbrances and Liens . . . . .	8
	8.2	Permitted Mortgages . . . . .	9
	8.3	Notice of Unit Owner Default . . . . .	9
	8.4	Liability for Use and Charges . . . . .	9
	8.5	Condemnation Rights . . . . .	9
	8.6	Approval of Mortgages . . . . .	10
	8.7	Books and Records . . . . .	10
IX		<b>INSURANCE</b>	
	9.1	Types and Amounts . . . . .	10
	9.2	Required Provisions . . . . .	11
X		<b>LIMITATION OF LIABILITY</b>	
	10.1	Limited Liability of the Executive Board . . . . .	13
	10.2	Indemnification . . . . .	13
	10.3	Joint and Several Liability of Unit Owners and Lessees . . . . .	13
	10.4	Defense of Claims . . . . .	13
XI		<b>UNITS SUBJECT TO CONDOMINIUM DOCUMENTS; EMINENT DOMAIN</b>	
	11.1	Applicability of Condominium Documents . . . . .	14
	11.2	Eminent Domain . . . . .	14

D- 149-104

<u>Article</u>	<u>Section</u>	<u>Title</u>	<u>Page</u>
XII		EXECUTIVE BOARD OF THE ASSOCIATION	
	12.1	Powers of the Executive Board	14
	12.2	Disputes	14
	12.3	Amendments to the Condominium Documents	14
XIII		MANAGEMENT	15
XIV		ASSESSMENTS; LIABILITY OF UNIT OWNERS	
	14.1	Payments of Assessments	15
	14.2	Use of Assessments	15
	14.3	Fallure to Fix New Assessments	15
	14.4	Additional Assessments	15
	14.5	No Exception to Waiver	15
	14.6	Personal Liability of Unit Owners	15
	14.7	Unpaid Assessments Upon Execution Sale Against a Unit	16
	14.8	Liability of Purchaser of Unit for Unpaid Assessments	16
	14.9	Subordination of Certain Charges	16
XV		INTERPRETATION	16
XVI		SEVERABILITY	16
XVII		EFFECTIVE DATE	16
EXHIBIT A		LEGAL DESCRIPTION OF PREMISES	19
EXHIBIT B		PLATS AND PLANS	20
EXHIBIT C		PERCENTAGE INTERESTS IN COMMON ELEMENTS APPURTENANT TO UNITS	21
EXHIBIT D		ADDITIONAL TITLE RESTRICTIONS	26

DECLARATION OF CONDOMINIUM **D- 149-105**

RIVER PARK HOUSE, a condominium  
3600 Conshohocken Avenue  
City and County of Philadelphia  
Commonwealth of Pennsylvania

THIS DECLARATION is made this 17<sup>th</sup> day of February, 1981 by 3600 VENTURE ("Declarant"), a Joint Venture formed under the Uniform Partnership Act of the State of Illinois, as the owner in fee simple of the Premises herein described.

WITNESSETH:

ARTICLE I  
GENERAL PROVISIONS

Section 1.1. *Declaration of Condominium.* Declarant, owner in fee simple of the property described in Exhibit "A" attached hereto located in the City and County of Philadelphia, Pennsylvania ("Premises"), hereby submits the Premises to the provisions of the Pennsylvania Uniform Condominium Act, 68 PA. C.S. §3101 et. seq. ("Act") thereby creating a condominium, to be known as "River Park House", a condominium ("Condominium").

ARTICLE II  
DEFINITIONS

Section 2.1. *Terms Defined in the Act.* Terms defined in Section 3103 of the Act and used herein and in the Bylaws or the Plats and Plans shall have the meanings as specified in Section 3103 of the Act. Terms which are not defined in Section 3103, but are used in the Act, shall be defined as used in the Act, unless otherwise defined herein.

Section 2.2. *Terms Specifically Defined in this Declaration of Condominium.* The following terms have the following specific meanings in this Declaration, the Bylaws, and Plats and Plans:

(a) "Alterations" shall mean any combination or separation of Units which is permitted by this Declaration and the Act which entails one or more of: (i) the construction of all or a portion of one or more intervening partitions, walls, floors or ceilings (each of which will then become part of the Common Elements) to form separate Units; (ii) the removal or alteration of all or a portion of one or more partitions, walls, floors or ceilings (each of which is part of the Common Elements) between Units in order to form a larger Unit; or (iii) the creation, alteration or removal of one or more apertures in one or more intervening

partitions, walls, floors or ceilings (each of which is part of the Common Elements) between Units.

(b) "Alternative Mortgage" shall mean any mortgage lien to a person or entity not listed in Sections 8.1(a)(1), (2) or (3) hereof.

(c) "Annual Assessment" means a Unit's individual share of the anticipated Common Expenses for each fiscal year as reflected in the budget adopted by the Executive Board for such year.

(d) "Building" means that certain twenty-five story structure and other improvements erected on the Premises and containing the Units.

(e) "Bylaws" means the document having that name and providing for the governance of the Association, pursuant to Section 3306 of the Act, as such document may be amended from time to time.

(f) "Condominium Documents" includes this Declaration, and the Plats and Plans, Bylaws and Rules and Regulations.

(g) The "First Executive Board" means the Executive Board as initially constituted on the date this Declaration is recorded.

(h) The "First Election Meeting" means that special meeting of the Association, held for the purpose of electing additional members to the First Executive Board, to be held not later than the earlier to occur of: (i) sixty (60) days after the conveyance of twenty-five percent (25%) of the Units to Unit Owners other than the Declarant or (ii) five (5) years after the date of the first conveyance of a Unit to a Person other than the Declarant.

(i) "Insurance Trust Agreement" means that certain agreement between the Association and the Insurance Trustee providing for the management and disbursement of insurance proceeds in accordance with Section 9.1 hereof.

(j) "Insurance Trustee" means that certain entity responsible for the management of Insurance proceeds pursuant to the Insurance Trust Agreement, which entity's deposits are insured by the Federal Deposit Insurance Corporation, Federal Savings and Loan Insurance Corporation or another federally constituted body serving an equivalent function.

(k) "Limited Common Elements" means those parts of the Premises either described in the Act as being limited common elements or described herein or in the Plats and Plans as being limited common elements.

(l) "Mortgagee" means a lender of a type described in Section 8.1(a) hereof who holds a Permitted Mortgage.

(m) "Party-Wall" means a wall located at the perimeter of a Unit, which is a common wall shared with an adjacent Unit.

(n) "Percentage Interest" appurtenant to a Unit shall mean the number assigned to each Unit as determined by the formula listed on Exhibit "C" attached hereto.

(o) "Permitted Mortgage" shall mean any mortgage, and any obligation secured thereby, for which the forms thereof and the proposed Mortgagee thereof have been submitted to and approved by the Association as complying with the provisions of Section 8.2 hereof.

(p) "Plats and Plans" means the visual depiction of all structures, other improvements and land included in the Condominium, which document complies with the requirements of Section 3210 of the Act (including, without limitation, a depiction of the Units, and certain of the Common Elements and the Limited Common Elements) attached hereto as Exhibit "B" as such may be amended from time to time.

(q) The "Second Election Meeting" means that special meeting of the Association, held for the purpose of electing additional members to the Executive Board, to replace the members of the First Executive Board, and which is required to be held not later than the earlier to occur of: (i) one hundred eighty (180) days after the conveyance of 75% of the Units to Unit Owners other than the Declarant or (ii) five (5) years after the date of the first conveyance of a Unit to a Person other than the Declarant.

(r) "Special Assessment" means a Unit's individual share of any assessment made by the Executive Board in addition to the Annual Assessment.

(s) "Rules and Regulations" means such rules and regulations as are promulgated by the Executive Board from time to time with respect to various details of the use of all or any portion of the Premises which either supplement or elaborate upon the provisions in the Declaration or the Bylaws.

Section 2.3. *Provisions of the Act.* The provisions of the Act shall apply to and govern the operation and governance of the Condominium, except to the extent that contrary provisions, not prohibited by the Act, are contained in this Declaration, the Plats and Plans or the Bylaws.

### ARTICLE III UNIT BOUNDARIES

Section 3.1. *Plats and Plans.* The Plats and Plans show the location and dimensions of the structures and improvements comprising the Premises and the location of the Units, and certain Common Elements and Limited Common Elements therein.

#### Section 3.2. *Unit Title Lines.*

(a) The title lines of each Unit are situated as shown on the Plats and Plans and are formed by the following planes:

(1) The Unit-side surface of all doors, and their sills and hardware, leading from such Unit to interior corridors of the Building and the Unit-side surface of the door frames in which such doors are set;

(2) The Unit-side surface of the sash of windows which are set in the exterior walls of such Unit, the Unit-side surfaces of the panes of such windows and the Unit-side surface of the frames and sills for such windows;

(3) The Unit-side surface of the portion of the structure to which the drywall is attached, with respect to drywall ceilings and perimeter walls located at the perimeter of such Unit that are not Party-Walls;

(4) The center line of Party-Walls;

(5) The Unit-side face of the concrete slab constituting the floor of such Unit;

(6) The Unit-side surface of the portion of the structure to which the drywall is attached around columns and "stacks" containing pipes, ducts, wires, conduits, chutes and flues that are either Common Elements or Limited Common Elements;

(7) The Unit-side surface of all grilles and registers covering the exhaust fans or ventilation ducts;

(b) Each Unit consists of all portions of the Building within the aforesaid title lines, except the air space displaced by: (i) structural members and bearing columns within or passing through such Unit which are deemed to be Common Elements; and (ii) other Common Elements within such Unit including, without limitation, chutes, flues, ducts, wires, conduits and pipe runs which serve more than one Unit; and (iii)

## D- 149-107

convectors serving that Unit, which are Common Elements. With respect to such chutes, flues, ducts, wires, conduits and pipe runs, the provisions of Section 3202(2) of the Act shall apply. There is included within a Unit (by way of illustration and not limitation):

- (1) The air space enclosed within such title lines.
- (2) All partitions which are wholly contained within such title lines, including (but not limited to) all doors, door frames, hardware, electrical outlets and wiring, telephone outlets and conduits, and other equipment and devices in such partitions serving only such Unit.
- (3) All plumbing fixtures located within such title lines and serving only such Unit, and their water and waste connections.
- (4) All items of kitchen equipment located within such title lines and serving only such Unit, and such equipment's water, waste, gas and electrical connections.
- (5) Bathroom and kitchen exhaust fans and the grilles, registers, ventilation ducts and related fixtures which serve only such Unit, whether or not any of the foregoing is located in any portion of the Common Elements.
- (6) Lighting devices (including, by way of illustration and not limitation, lamps and bulbs which are surface mounted on, recessed in, or suspended from, ceilings, walls and partitions within or on the perimeter of such Unit) serving only such Unit whether or not such lighting devices are themselves located entirely within the title lines of such Unit.
- (7) Outlets, wires, cables, conduits, circuits and related equipment transmitting electricity for lighting and power or transmitting electrical impulses and signals (including, but not limited to, impulses and signals for telephone, telegraph and television transmission, except to the extent otherwise specifically provided herein) which serve only such Unit and which are located entirely within the title lines of such Unit.
- (8) Surface-mounted and recessed medicine cabinets (including, by way of illustration and not limitation, all associated lighting fixtures and accessories).
- (9) Refrigerators, ranges, freezers (if provided), dishwashers (if provided), clothes washers and dryers, garbage disposal units, and other appliances (if provided), and the portions of their water, waste, gas, electrical and exhaust connections located within such title lines and serving only such Unit.
- (10) Floor coverings installed on the Unit-side surface of structural concrete floor.

(c) Those portions of any lighting devices, outlets, medicine cabinets, exhaust fans, ventilation ducts, registers, grilles and similar fixtures which serve only such Unit and which lie partially within and partially outside the title lines of a Unit shall be deemed to be a part of such Unit.

### ARTICLE IV DESCRIPTION AND ALLOCATION OF LIMITED COMMON ELEMENTS

Section 4.1. *Description of Limited Common Elements.* Limited Common Elements shall mean those portions of the Building either defined as such pursuant to Sections 3202(2) and (4) of the Act or identified and designated as Limited Common Elements in the Plats and Plans, Section 4.2 hereof, or both. Those portions of the Limited Common Elements serving only the Unit above, below or adjacent to such Limited Common Element, as the case may be, are Limited Common Elements allocated only to the Unit which they serve. Those Limited Common Elements (if any) shown and identified as such on the Plats and Plans shall be allocated to the Unit indicated therein.

Section 4.2. *Specified Limited Common Elements.* The following portions of the Building are hereby designated as Limited Common Elements:

- (a) balconies;
- (b) doors leading from Units to balconies, and their related frames, sills and hardware;
- (c) doors leading from Units to interior corridors which are Common Elements; and
- (d) window and door sills, frames and hardware which are not part of the Unit but which are adjacent to and serve only such Unit.

### ARTICLE V ALLOCATION OF COMMON ELEMENT INTERESTS; COMMON EXPENSES AND RESPONSIBILITY FOR MAINTENANCE AND REPAIR; VOTING RIGHTS

Section 5.1. *Allocation of Common Element Interest and Common Expense Liability.* Attached as Exhibit "C" hereto is a list of all Units, their Identifying Numbers, and the Percentage Interest appurtenant to each Unit. The Common Expense Liability of each Unit shall be assessed in accordance with each Unit's Percentage Interest. Any surplus funds to be credited

to Unit owners to reduce their future Common Expense Liability shall also be allocated in accordance with each Unit's Percentage Interest.

Section 5.2. *Allocation of Unit Owner's Voting Rights.* The number of votes in the Association to which each Unit Owner is entitled shall be computed by multiplying the Percentage Interest of such Unit by the number 1,000,000.

#### ARTICLE VI RESTRICTIONS ON USE; LEASES OF UNITS; GARAGE

Section 6.1. *Residential Uses.* The following restrictions shall apply to the use of the Condominium, in addition to any restrictions that may be set forth in the Rules and Regulations referred to in Section 6.1(1) hereof:

(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 residential use and may not be used for any other purposes by the Unit Owner or any future Unit Owner. Notwithstanding the foregoing, Units may also be used for accessory uses which are customarily incidental to the foregoing use, including a professional office or rooms for home occupations; provided that any such accessory use conforms with the applicable zoning requirements of the City of Philadelphia, as the same may be amended from time to time. No Unit Owner shall permit his Unit to be used or occupied for any prohibited purpose.

(b) No Unit Owner may obstruct the Common Elements in any way. No Unit Owner may store anything in or on the Common Elements without the prior written consent of the Executive Board.

(c) The Common Elements (other than the Limited Common Elements and such other portions of the Premises as to which the Executive Board may, from time to time, limit or control access by the Unit Owners or other occupants of Units, or both), shall be used only for the benefit or enjoyment of the Unit Owners and the occupants of all Units. No Unit Owner may carry on any practice, or permit any practice to be carried on, which unreasonably interferes with the quiet enjoyment by the occupants of any other Unit. The Premises is to be maintained in a clean and sanitary condition, and no Unit Owner may place any garbage, trash or rubbish anywhere in the Premises other than in his own Unit and in or on such parts of the Common Elements as may be designated for such purpose by the Executive Board.

#### D- 149-108

(d) No Unit shall be used, occupied or kept in a manner which in any way increases the fire insurance premiums for the Premises without the prior written permission of the Executive Board, which permission may be conditioned upon the Unit Owner of such Unit being required to bear the full cost of such increase. No Unit or any part of the Common Elements shall be used, occupied or kept in a manner which violates any law, statute, ordinance or regulation of any governmental body or which causes the cancellation of any hazard insurance policy or policies on the Premises.

(e) Except for small religious articles and a single small non-illuminated name sign on the door to his Unit, no Unit Owner (other than the Declarant in connection with its marketing and sale of the Units) may erect any sign on or in his Unit or any Limited Common Element and visible from outside his Unit or from the Common Elements, without in each instance having obtained the prior written permission of the Executive Board. This provision is not intended to prevent the Executive Board from maintaining on the Common Elements a register of Unit occupants or owners, or both.

(f) Upon compliance with the requirements of Section 6.1(h) hereof, two or more entire adjacent Units may be combined into a larger Unit, provided that both of the combined Units are under common ownership at the time of effecting such combination, whereupon the Percentage Interest in the Common Elements appertaining to such combined Unit shall be the sum of the respective Percentage Interests in the Common Elements appertaining to each of the Units that have been combined. The Identifying Number of the combined Units shall consist of the numbers of the Unit having the lowest numbered Identifying Number, followed by a hyphen and the last two digits (and, if applicable, the letter at the end of the Identifying Number) of the Identifying Number of each other individual Unit, arranged in numerical order. By way of illustration, if Units having Identifying Numbers of "206" and "207" were to be combined, the Identifying Number of the combined Unit would be "206-07."

(g) No Unit may be divided or subdivided by any Unit Owner, including the Declarant, into a smaller Unit nor may any portion thereof less than the entire Unit be sold or otherwise transferred, unless the holders of all Permitted Mortgages give their prior written consent thereto. With respect to the separation of two or more adjacent Units which have been combined into a larger Unit pursuant to Section 6.1(f) hereof, after such separation the air space on either side of the

**D- 149-109**

wall or walls providing such separation shall, ipso facto, carry the separate Identifying Numbers shown for such respective areas in the Plats and Plans as initially recorded. The respective Percentage Interests appertaining to such separate Units, and hence the number of votes of the respective Unit Owners, shall be as stated in Exhibit "C" to this Declaration, as initially recorded. Any separation of Units carried out pursuant to this Section 6.1(g) is also required to meet the requirements of Section 6.1(h) hereof.

(h) Any Unit Owner who wishes to perform any Alteration to his Unit or Units shall:

(1) Refrain from making any Alteration that will: (i) impair one or more of the structural integrity of the Building or any mechanical or electrical system therein; (ii) adversely affect either the fire retardant or sound absorbent quality of the Building; (iii) lessen the support of any portion of the Building; or (iv) violate any applicable law, ordinance or governmental rule, regulation or order;

(2) Obtain the approval of the Executive Board (which approval shall not be unreasonably withheld or delayed) for any Alteration to the Building prior to the commencement of any such Alteration;

(3) Expeditiously complete all Alterations: (i) in accordance with the plans and specifications therefor which have been prepared at such Unit Owner's expense and which have been approved by the Executive Board prior to the commencement of such Alterations; and (ii) without incurring any mechanics' or materialmen's liens;

(4) Pay the full cost of performing all such Alterations; and

(5) Pay all costs and expenses incurred in connection with the preparation, review, execution and recording of any amendment to the Declaration (including the Plats and Plans) needed in order to reflect the condition of the Building after completion of such Alterations, which amendment shall be recorded by the Executive Board if such amendment conforms to the requirements of the Act and if such amendment is approved in writing by all Owner(s) of all Units the appearances of which on such amendment differ from their respective appearances on the Plats and Plans prior to such amendment, and such amendment shall not require any additional authorization or approval, notwithstanding anything contained elsewhere in this Declaration to the contrary.

(i) Nothing shall be done or be permitted to be done which would jeopardize the soundness or safety

of the Building or impair any easement or hereditament therein without the consent of all Unit Owners and all holders of Permitted Mortgages.

(j) Installation, removal, reconstruction or repair of any electrical lighting, signal transmission and/or power circuit or electric outlet box or terminal device included in such outlet box, or any item of heating or air conditioning equipment, or any ventilation or exhaust duct or related equipment, any of which is located within an interior partition of a Unit or within the ceiling above a Unit, may be undertaken by the Unit Owner of such Unit only after application has been made to and written approval has been received from the Executive Board. Such approval shall be granted only if the work performed shall be of similar or superior quality to that then prevailing in the Building and shall be performed by qualified personnel. The cost of such installation, removal, reconstruction or repair, whether undertaken by a Unit Owner or by the Association (under procedures to be established by the Executive Board) shall be borne by the Unit Owner of the Unit benefitted thereby.

(k) Neither dogs nor any non-domestic animal life shall be raised, bred or kept in any Unit or in the Common Elements. Domestic animal life other than dogs (including by way of illustration and not limitation, cats, hamsters, birds, reptiles, amphibians and fish) may be kept by a Unit Owner as household pets in his Unit, provided that such permitted species: (i) are not kept for any commercial purposes; (ii) are kept in strict accordance with any Rules and Regulations relating to household pets from time to time adopted or approved by the Executive Board; and (iii) do not, in the judgment of the Executive Board, constitute a nuisance to others. Notwithstanding the foregoing, any dog owned by a Unit Owner (or a Unit Owner's lessee) who resided in the Building prior to the date this Declaration is recorded may be kept in that Owner's Unit in accordance with any applicable Rules and Regulations, but such Unit Owner (or Unit Owner's lessee) may not obtain or keep any other dog in the Unit subsequent to the date this Declaration is recorded.

(l) Reasonable Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Premises may be promulgated from time to time by the Executive Board, subject to the right of a majority of Unit Owners 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 Association promptly after the adop-



## D- 149-110

the swimming pool and social room on the Premises. The Association shall be entitled to charge fee for the use of the swimming pool and social room and to establish Rules and Regulations regarding the use of same. Cabanas shall be allocated by the Executive Board on any basis that it deems suitable and the Association shall be entitled to charge a fee for the use of the cabanas.

### ARTICLE VII EASEMENTS; RIGHTS RESERVED TO THE DECLARANT

Section 7.1. *Easements.* In addition to the easements specifically granted by the Act, the Condominium shall be subject to the following easements and restrictions:

(a) An easement to the Declarant to maintain the sales offices, management offices, and models as provided in Section 7.3 hereof and to maintain one or more advertising signs on the Common Elements while the Declarant is selling Units in the Condominium, pursuant to Section 3217 of the Act.

(b) An easement in favor of the appropriate utility companies for such services as are desirable or necessary to serve adequately the Premises and all appurtenances thereto; including (by way of illustration and not limitation) the right to install, lay, maintain, repair, relocate and replace water mains and pipes, steam lines, gas mains and pipes, sewer and drain lines, telephone and other communication wires, cables and equipment, electrical wires and conduits, and associated equipment, over, under, through, in, along and on the Premises (including, without limitation, one or more Units therein).

(c) The Common Elements (other than the Limited Common Elements) shall be and hereby are made subject to an easement in favor of the Unit Owners and their invitees, employees, tenants and servants, the Association and the agents and employees of the Association for access, egress and ingress over, through and across each portion thereof, pursuant to such requirements and subject to such charges as the Executive Board may from time to time prescribe; provided that nothing contained herein shall create any access easement in favor of Unit Owners with respect to such portions of the Common Elements which are not needed in order to gain access to one or more Units and as to which the Executive Board may from time to time determine it to be necessary or desirable to limit or control access by Unit Owners or the occupants of Units, or both (including, by way of illustration and not limitation, the commercial spaces,

tion of such Rules and Regulations and any amendments thereto.

(m) The owner of a Unit shall be responsible for maintaining such Unit in good order and repair, at the expense of such owner.

(n) The owner of a Unit shall be responsible for the cleanliness of any Limited Common Element serving such Unit, at the expense of such Unit Owner.

(o) Unit Owners may not install window air-conditioners, exhaust fans or any other item which protrudes through any window serving the Unit without the prior written approval of the Executive Board.

Section 6.2. *Lease of Units.* A Unit Owner may lease or sublease his Unit at any time and from time to time provided that:

(a) no Unit may be leased or subleased for an initial term of less than ninety (90) days or without a written lease or sublease, or both;

(b) a copy of such lease or sublease (other than leases or subleases entered into by the Declarant) shall be furnished to the Executive Board within ten (10) days after execution thereof; and

(c) the rights of any lessee or sublessee of any Unit (under a lease or sublease whose current term, or current renewal or extension thereof, commences on or after the date of recordation of this Declaration) shall be subject to, and each such lessee or sublessee shall be bound by, the covenants, conditions and restrictions contained in this Declaration; provided, however, that the foregoing shall not impose any direct liability on any lessee or sublessee of a Unit to pay any Annual or Special Assessments on behalf of the Owner of that Unit.

Section 6.3. *Parking.* Parking spaces on the Premises shall be allocated by the Executive Board on a first come, first served basis; provided that each Unit Owner shall be entitled to use one parking space, to the extent available. The Association shall be entitled to charge a fee for the use of either the outdoor parking spaces or the indoor parking spaces in the garage, or both. The right to use a specific parking space shall not be transferable upon the sale of a Unit.

Section 6.4. *Storage Areas.* Each Unit Owner shall be entitled to the use of storage space in the basement of the Building. Such space shall be allocated by the Executive Board on any basis it deems suitable.

Section 6.5. *Swimming Pool, Social Room and Cabanas.* Each Unit Owner is entitled to the use of

## D- 149-111

machinery and equipment rooms, any management office and any portions of the Premises occupied by agents or employees of the Association as a residence).

(d) The Common Elements (including, but not limited to the Limited Common Elements) shall be and hereby are made subject to an easement in favor of the Association and the agents, employees and independent contractors thereof for the purpose of the inspection, upkeep, maintenance, repair and replacement of the Common Elements (including, but not limited to, the Limited Common Elements).

(e) The Common Elements (including, but not limited to, the Limited Common Elements) shall be and are hereby made subject to the following easements in favor of the Units benefitted:

(1) For the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, heating and air conditioning systems, electrical, telephone and other communication wiring and cables and all other utility lines and conduits which are a part of or exclusively serve a single Unit and which pass across or through a portion of the Common Elements.

(2) For the installation, repair, maintenance, use, removal and/or replacement of overhead lighting fixtures, electrical receptacles and the like which are located in a portion of the ceiling, wall or floor adjacent to a Unit which is a part of the Common Elements; provided that the installation, repair, maintenance, use, removal or replacement of such fixtures, receptacles, and the like does not unreasonably interfere with the common use of any part of the Common Elements or impair or structurally weaken the Building.

(3) For driving and removing nails, screws, bolts and the like into the Unit-side surface of walls, ceilings and floors which are part of the Common Elements; provided that such action will not unreasonably interfere with the common use of any part of the Common Elements or impair or structurally weaken the Building.

(4) For the maintenance of the encroachment of any lighting devices, outlets, medicine cabinets, exhaust fans, ventilation ducts, registers, grilles and similar fixtures which serve only one Unit but which encroach into any part of any Common Element or Limited Common Element on the date this Declaration is recorded.

(f) 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 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.

(g) The Units and the Limited Common Elements are hereby made subject to the following easements:

(1) In favor of the Association and its agents, employees and independent contractors: (i) 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; (ii) for inspection, maintenance, repair, and replacement of the Common Elements or the Limited Common Elements situated in or accessible from such Units or Limited Common Elements, or both; (iii) for correction of emergency conditions in one or more Units or Limited Common Elements, or both, or casualties to the Common Elements, the Limited Common Elements and/or the Units; and (iv) for any of the purposes set forth in Section 7.1(i) or Section 7.1(j) hereof, it being understood and agreed that the Association and its agents, employees and independent contractors shall take reasonable steps to minimize any interference with a Unit Owner's use of his Unit resulting from the Association's exercise of any rights it may have pursuant to this Section 7.1(g)(1), Section 7.1(g)(2) hereof, or both; and

(2) In favor of the Unit Owner benefitted thereby and the Association and its agents, employees and independent contractors, for the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, electrical, telephone, telegraph or other communication systems and all other utility lines and conduits which are part of the Common Elements and which pass across or through a portion of one or more Units.

(h) The exclusive easement for use of balconies by the Unit Owners and occupants (and their invitees, employees, tenants and servants) of the Unit adjacent to such Limited Common Elements shall be limited to lawful uses normally associated with balconies serving residential apartments. The Executive Board shall have the right to promulgate Rules and Regulations regarding the use of the balconies that are consistent with the provisions of the immediately preceding sentence, and in any event no decoration or other surface finish or covering of any portion of any Limited Common Element may be performed without the prior written consent of the Executive Board.

(i) Whenever in this Declaration and the Plats and

## D- 149-112

Plans a title line of a Unit is described as being the upper surface of the concrete floor, it is intended thereby, and it is hereby declared, that the owner of such Unit shall have an easement for the purpose of affixing and removing carpeting, parquet flooring and other floor coverings, and otherwise decorating, cleaning and maintaining such surface, all at the cost and expense of the Owner of such Unit; it being understood and agreed that the Association, acting by its Executive Board on behalf of all Unit Owners, shall, at all times while this Declaration is in effect, retain the right and duty to maintain, repair and/or replace the structural concrete floors of which said surfaces are a part, notwithstanding the fact that such maintenance, cleaning, repair or replacement may temporarily adversely affect the Unit Owner's aforesaid easement and right to use the Unit side surface of such structural concrete floor.

(j) Wherever in this Declaration and the Plans and Plans a title line of a Unit is described as being the Unit-side surface of a designated portion of the Premises, it is intended thereby, and it is hereby declared, that the Owner of such Unit shall have an easement for the purpose of decorating such surface and affixing thereto and removing therefrom paint, wallpaper, other decorative material, pictures, mirrors, wall systems and decorative articles, and (with respect to all such portions of the Premises) cleaning and maintaining such surfaces, all at the cost and expense of the Owner of such Unit. Thus, by way of illustration and not limitation, the Owner of a Unit has an easement to paint the Unit-side surface of door and window sills. It is understood and agreed that the Association, acting by its Executive Board on behalf of all Unit Owners, shall, at all times while this Declaration is in effect, retain the right and duty to maintain, repair and/or replace the portions of the Premises of which said surfaces are a part, notwithstanding the fact that such maintenance, cleaning, repair or replacement may temporarily adversely affect the Unit Owner's aforesaid easement and right to use the Unit-side surface of such portion of the Premises.

(k) The Premises is subject to the additional restrictions and title exceptions contained on Exhibit "D" hereof.

(l) All easements, rights and restrictions described and mentioned in this Declaration are easements appurtenant, running with the land and the Real Estate, including (by way of illustration but not limitation) the Units and the Common Elements, and (except as may be expressly otherwise provided in the instrument creating the same) shall continue in full force

and effect until the termination of this Declaration, as it may be amended from time to time.

(m) Until the date of the Second Election Meeting the Declarant shall have an easement through the Units for any access necessary to complete any renovations or modifications to be performed by Declarant.

**Section 7.2. Declarant Control of the Association.** The Declarant may, at its option, control the Association until the Second Election Meeting, and during such period the Declarant or persons designated by the Declarant may appoint and remove the officers and members of the Executive Board except as otherwise provided in Sections 3303(c), (d), and (e) of the Act or Sections 2.2(h) and 2.2(q) hereof.

**Section 7.3. Declarant's Offices and Models.** The Declarant may maintain advertising signs, sales offices, management offices and models in the Condominium pursuant to Section 3217 of the Act. Such offices and models shall be limited to a maximum of one (1) studio Unit, two (2) one bedroom Units, two (2) two bedroom Units and one (1) three bedroom Unit. Initially, Declarant intends to locate sales offices and models in Unit numbers 605, 2003 and 2014. The Declarant reserves the right to relocate sales offices and models to any other Units in the Building from time to time.

### ARTICLE VIII RIGHTS OF MORTGAGEES

**Section 8.1. Restrictions on Encumbrances and Liens.**

(a) A Unit Owner may not voluntarily encumber or subject his Unit to any lien, other than the lien of:

(1) A first Mortgage to a bank, trust company, bank and trust company, savings bank, savings and loan association, mortgage service company, insurance company, pension fund, real estate investment trust or similar lending institution; or

(2) A mortgage lien which is junior to a Mortgage of the type described in clause (1) immediately preceding, provided that the Executive Board has granted its written approval of such encumbrance; or

(3) A purchase money Mortgage to the Unit Owner from whom such mortgagor received its title to the Unit so encumbered; or

(4) An Alternative Mortgage; provided, however, that, notwithstanding anything contained in this Declaration pertaining to Mortgagees or Permitted Mort-

gagées to the contrary: (i) the consent or approval of the holder of an Alternative Mortgage shall not be required for any actions to be taken by the Executive Board or the Association hereunder; and (ii) the provisions of Sections 8.4 and 8.6 hereof shall not apply with respect to Alternative Mortgages and, wherever this Declaration or the Act requires the vote or approval of any Mortgagee or Permitted Mortgagee, Units encumbered only by one or more Alternative Mortgages shall be treated as if they were unencumbered by such Mortgage. Notwithstanding the foregoing, a Unit Owner desiring to encumber his Unit with the lien of an Alternative Mortgage shall comply with the requirements of Section 8.2 hereof.

(b) In any of the above noted instances, such Mortgage 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, this Declaration, the Plats and Plans and any Rules and Regulations, and, specifically but without limitation, that the obligation secured by such Mortgage shall be prepayable, without premium or penalty, upon the happening of a termination of the condominium form of ownership of the Premises, and that the Mortgagee shall have no right to:

(1) Participate in the adjustment of losses with insurers or in the decision as to whether to repair or restore damage to or destruction of the Premises and how to do so; or

(2) Receive or apply the proceeds of insurance to the reduction of the Mortgage debt or otherwise, except in the event and to the extent either of a distribution of such proceeds to Unit Owners pursuant to Section 3312(g) of the Act or of insurance proceeds in excess of the cost of repair or restoration being received by the owner of the Unit encumbered by such Mortgage; or

(3) 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 in the Premises other than within the Unit encumbered by such Mortgage.

Section 8.2. *Permitted Mortgages.* No Unit Owner or prospective purchaser of a Unit shall deliver any Mortgage, or any obligation to be secured thereby, unless it has first notified the Executive Board of the name and address of the proposed mortgagee, and unless the forms thereof and the proposed mortgagee have been then or theretofore submitted to and approved by the Executive Board as complying

with the provisions of Section 8.1 hereof, which approval shall be promptly given or denied and shall not be unreasonably withheld. When a Permitted Mortgage is delivered to the Mortgagee, the Unit Owner shall simultaneously provide an executed or conformed copy thereof to the Association. Upon receipt of such copy of a Permitted Mortgage, the Secretary of the Association shall instruct the insurer of the Premises to add the name of the holder of such Permitted Mortgage to the mortgagee loss payable provision of the hazard insurance policy covering the Premises and to provide such Mortgagee with a certificate of insurance showing that such Mortgagee's name has been so added. The Secretary shall maintain a register of Permitted Mortgages, showing the name and address of the holder thereof and the amount initially secured thereby.

Section 8.3. *Notice of Unit Owner Default.* The Executive Board shall:

(a) Give prompt notice to a Unit Mortgagee of any default in the Unit mortgagor's obligations under the Condominium Documents which are not cured within thirty (30) days after the occurrence of such default;

(b) Promptly after the Association has received written notice of any pending acquisition of any portion of the Premises by means of eminent domain, give to all Mortgagees written notice of any such proceedings; and

(c) Agree in writing to notify the appropriate Mortgagee whenever (i) damage to a Unit covered by the Mortgage held by such mortgagee exceeds \$1,000.00, and (ii) damage to Common Elements, Limited Common Elements or related facilities exceeds \$10,000.00.

Section 8.4. *Liability for Use and Charges.* Any Mortgagee who obtains title to a Unit pursuant to the remedies provided in a Permitted Mortgage for foreclosure of such Mortgage shall not be liable for such Unit Owner's unpaid assessments or charges which accrue prior to the acquisition of title to such Unit by the Mortgagee, except to the extent otherwise provided for in the Act and except to the extent that such Mortgagee is liable as a Unit Owner for the payment of such unpaid assessment or charge that is assessed against the Mortgagee as a result of all Unit Owners being reassessed for the aggregate amount of such deficiency.

Section 8.5. *Condemnation Rights.* No provision of this Declaration shall give a Unit Owner, or any other party, priority over any rights of the Mortgagee

of a Unit pursuant to its Mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for loss to or a taking of one or more Units and/or Common Elements.

Section 8.6. *Approval of Mortgagees.* The prior written approval of all holders of Permitted Mortgages must be obtained for the following:

- (a) The abandonment of the Condominium status of the Premises, except for abandonment permitted by the Act in case of substantial loss to the Units and Common Elements;
- (b) The partition or subdivision of any Unit or of the Common Elements;
- (c) A change in the schedule of Percentage Interests set forth in Exhibit "C" allocated to each Unit.

Section 8.7. *Books and Records.* Any Mortgagee shall have the right (exercisable by written notice to the Executive Board) to examine the books and records of the Association and to require that they be provided with a copy of each annual report of the Association and other financial data of the Association reasonably requested by such Mortgagee.

#### ARTICLE IX INSURANCE

Section 9.1. *Types and Amounts.* The Association shall obtain the following types and amounts of insurance:

- (a) Hazard Insurance, with an endorsement for extended coverage, or such other fire and casualty insurance as the Executive Board may determine provides equal or greater protection for the Unit Owners and their Mortgagees, if any, in each case complying with the applicable requirements of Section 9.2 hereof. Such hazard insurance shall, if and to the extent reasonably available, provide coverage of at least all portions of the Premises outside of the Units and any Common Elements located within any Unit. Such hazard insurance shall insure against all risks of direct physical loss commonly insured against. If such hazard insurance no longer becomes available in the future, the Association shall obtain such comparable insurance as is then available. The amount of any such hazard insurance obtained pursuant to this paragraph shall be equal to the full insurable replacement value of the insured property, without deduction for depreciation, (i.e., 100% of current "replacement cost" exclusive of land, foundation, excavation and other items normally excluded from coverages, but including all Building service equipment) with an "agreed

amount endorsement" or its equivalent, if available, or an "inflation guard endorsement", if available. Notwithstanding the foregoing, in no event shall the aggregate amount of the insurance obtained be less than the amount of the initial principal sum of all Permitted Mortgages in effect from time to time. Such hazard insurance shall afford protection against at least the following:

- (1) Loss or damage caused by fire and other hazards covered by the standard extended coverage endorsement, and caused by sprinkler leakage, elevator liability, vandalism, malicious mischief, wind storm, and water and the costs of debris removal and the cost of demolition, in the event same is necessary following such loss or damage;
- (2) Such other risks as the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation may require by reason of their holding of one or more Permitted Mortgages; and
- (3) Such other risks as are customarily covered in similar projects.

Such hazard insurance policy may, at the option of the Association, contain a "deductible" provision in an amount to be determined by the Executive Board but not to exceed Twenty-Five Thousand Dollars (\$25,000.00). The proceeds of such policy shall be payable to the Insurance Trustee. Such hazard insurance policy shall include a separate "loss payable endorsement" in favor of the holders of Permitted Mortgages, if any, modified to make the loss payable provisions in favor of such holders of Permitted Mortgages subject and subordinate to the loss payable provisions in favor of the Insurance Trustee under an Insurance Trust Agreement which shall provide, *inter alia*, that:

- (i) If the money paid to the Insurance Trustee in any one instance exceeds Fifty Thousand Dollars (\$50,000.00) such monies shall be held by the Insurance Trustee in escrow and shall be disbursed by the Insurance Trustee in accordance with the terms and conditions of the Insurance Trust Agreement, which terms and conditions shall be consistent with Section 3312 of the Act;
- (ii) If the money paid to the Insurance Trustee in any one instance exceeds Twenty Thousand Dollars (\$20,000.00) but does not exceed Fifty Thousand Dollars (\$50,000.00), the Insurance Trustee shall have the option of holding and disbursing such monies as are provided in the immediately preceding paragraph (i) or disbursing such monies to the Association for further disbursement by the Executive Board as

provided in the immediately following paragraph (iii); and

(iii) If the money paid to the Insurance Trustee in any one instance does not exceed Twenty Thousand Dollars (\$20,000.00), the Insurance Trustee upon receipt thereof shall disburse such monies to the Association for further disbursement by the Executive Board as provided in Section 3312 of the Act.

If the Executive Board fails within sixty (60) days after the date of an insured loss to initiate a claim for damages recoverable under the policy or policies obtained pursuant to this sub-paragraph, the holder of any Permitted Mortgage may initiate such a claim on behalf of the Association. At least once every three (3) years, but more frequently if in the Executive Board's judgment the Condominium is unusually rapidly appreciating in value, the Executive Board shall cause an appraisal of the Condominium to be made for the purpose of determining the current full insurable replacement value of the insured property, without deduction for depreciation, and the Association shall change the amount of insurance required to be carried pursuant to the provisions of this Section.

(b) Comprehensive Liability Insurance policies, complying with the requirements of Section 9.2 hereof, insuring the Unit Owners, in their capacity as Unit owners and Association members and any managing agent retained by the Association, against any liability to the public or to other Unit Owners, their tenants or invitees, relating in way to the ownership and/or use of the Common Elements and any part thereof. Such insurance policy shall contain a "severability of interest endorsement" or equivalent coverage which precludes the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or another Unit Owner. Limits of liability shall be at least One Million Dollars (\$1,000,000.00) covering all claims for personal injury and/or property damage arising out of a single occurrence. Such insurance shall include protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, and if applicable: garage-keeper's liability, host liquor liability and such other risks as are customarily covered in similar projects. The scope and amount of coverage of all liability insurance policies shall be reviewed at least once each year by the Executive Board and may be changed in its discretion, provided that such policies shall continue to comply with the requirements of this Section and Section 9.2 hereof.

(c) A fidelity bond or insurance coverage against

dishonest acts on the part of such Persons (including, by way of illustration and not limitation, Association members, officers, directors, trustees, agents, employees and volunteers) responsible for handling funds belonging to or administered by the Association. Such fidelity bond or insurance shall name the Association as the named insured and shall be written in an amount sufficient to provide protection which is in no event less than one and one-half (1-1/2) times the Association's estimated annual operating expenses, including reserves. In connection with such coverage, an appropriate endorsement to such policy or bond in order to cover any Persons who serve without compensation shall be added if the policy would not otherwise cover volunteers. Such fidelity bond or insurance shall also:

(1) name the Association as an obligee;

(2) contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar terminology; and

(3) provide that same may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least 30 days' prior written notice to all Permitted Mortgagees.

(d) Such workmen's compensation insurance as applicable laws may require.

(e) Insurance to satisfy the indemnification obligation of the Association and all Unit Owners set out in Section 10.2 hereof, if and to the extent available.

(f) The Executive Board shall have the power to require all Unit Owners to carry such types of insurance on their Units as the Executive Board may reasonably require, including, without limitation, insurance on all portions of the Unit. All insurance carried by Unit Owners shall comply with the provisions of Sections 9.2(c) and 9.2(d) hereof and shall be carried with insurance companies satisfying the requirements of Section 9.2(a) hereof.

Section 9.2. *Required Provisions.* Insurance obtained by the Association shall be in accordance with the following provisions:

(a) All policies shall be written with a company licensed to do business in the Commonwealth of Pennsylvania and, for the Hazard Insurance Policy described in Section 9.1(a) hereof, such company must hold a rating of Class VI or better by Best's Insurance Reports (or a rating of Class V, provided it has a general policy holder's rating of at least "A"), or by an

equivalent rating bureau should Best's Insurance Reports cease to be issued.

(b) Exclusive authority to adjust losses under policies hereafter in force on the Premises shall be vested in the Executive Board or its authorized representative. Prior to the adjustment of any such loss the Executive Board shall decide whether the proceeds of any applicable insurance policy on the Premises are likely to be sufficiently increased through the efforts of a public adjuster to warrant the additional expense of retaining such an adjuster. If such decision shall be in favor of using a public adjuster, the Executive Board shall cause the Association to retain a public adjuster, licensed as such by the Commonwealth of Pennsylvania, which adjuster shall, at the Executive Board's option, either act solely in the capacity of advisor to the Association with respect to such adjustment or also act as the Association's authorized representative with respect thereto.

(c) Each Unit Owner may obtain additional insurance at his own expense; provided, however, that: (i) such policies shall not be invalidated by the waivers of subrogation contained in this Declaration; and (ii) 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 Association may realize under any insurance policy which the Association may have in force on the Premises at any particular time.

(d) Any Unit Owner who obtains individual insurance policies covering any portion of the Premises, other than: (i) personal property belonging to such Owner; or (ii) the individual Unit of such Owner, shall be required to file a copy of such individual policy or policies with the Association within thirty (30) days after purchase of such insurance.

(e) With respect to the insurance policies issued to the Association and covering all or any part of the Premises, the Association shall endeavor to cause such policies to provide that:

(1) the enforceability of such policies is not affected by any waiver of subrogation as to any and all claims against the Association, any managing agent, the Unit Owners and their respective tenants, employees, agents, customers and guests, such subrogation being hereby waived;

(2) such policies cannot be cancelled, invalidated or suspended by means of the conduct of any one or more Unit Owners, all defenses based upon co-insurance or acts of the insured being waived by the insurer, and in no event may cancellation, material modification, invalidation or suspension for any rea-

son be effected without at least twenty (20) days' prior written notice to each Unit Owner and all holders of Permitted Mortgages whose names and addresses are on file with the insurer;

(3) such policies cannot be cancelled, invalidated or suspended on account of the conduct of any officer or employee of the Association or of any managing agent without a prior demand in writing that the Association or any managing agent, as the case may be, cure the defect within a reasonable period of time; and

(4) any "no other insurance" clause in such policies shall not prohibit Unit Owners from obtaining insurance on their individual Unit provided such insurance policy conforms with the requirements of this Article 9.

(f) The insurance reviews which the Executive Board is required to conduct by the provisions of the last paragraph of Section 9.1(a) hereof shall include an appraisal of the improvements in the Premises by a real-estate appraiser acceptable to the insurance carrier or carriers writing the Association's hazard insurance policy or policies.

(g) The name of the insured under each policy required pursuant to this Article 9 shall be stated in form and substance similar to the following: "River Park House Owners' Association, for the use and benefit of the individual owners, or their authorized representatives, of the Units contained in River Park House, a Condominium".

(h) Each insurance policy required to be carried by the Association pursuant to this Article 9 shall be endorsed to provide that any proceeds shall be payable to the River Park House Owners' Association for the use and benefit of Mortgagees as their interest may appear, or shall otherwise be endorsed to fully protect all Mortgagee's interests.

(i) Coverage may not be prejudiced by: (1) any act or negligence of one or more Owners of Units when such act or neglect is not within the control of the Association; or (2) any failure of the Association to comply with any warranty or condition regarding any portion of the Premises over which the Association has no control.

(j) All policies of property insurance shall provide that, despite any provisions giving the insurer the right to elect to restore damage in lieu of a cash settlement, such options shall not be exercisable (i) without the prior written approval of the Executive Board (or any Insurance Trustee), or (ii) when in conflict with the provisions of any Insurance Trust Agreement to which the Association may be a party or with any requirement of law.

(k) Insurance coverage obtained and maintained pursuant to the requirements of this Article 9 may not be brought into contribution with insurance purchased by Unit Owners or their Mortgagees.

(l) Insurance coverage obtained and maintained pursuant to the requirements of this Article 9 shall not provide that contributions may be required from Permitted Mortgagees or that assessments either may be made against Permitted Mortgagees or may become a lien on the Premises superior to the lien of any Permitted Mortgages.

#### ARTICLE X LIMITATION OF LIABILITY

Section 10.1. *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 or by another Unit Owner or Person on the Premises, 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 10.2. *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 attorneys' 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. The indemnification by the Unit Owners set forth in this Section 10.2 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 10.3. *Joint and Several Liability of Unit Owners and Lessees.* Each Unit Owner shall be jointly and severally liable with any lessees or sublessees of the Unit owned by such Unit Owner for all liabilities arising out of the Ownership, occupancy, use, misuse or condition of such Unit or any portion of the Common Elements or Limited Common Elements.

Section 10.4. *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 brought against 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 Permitted Mortgages. Such complaints shall be defended by the Association. The Unit Owners and the holders of Permitted Mortgages shall have no right to participate other than through the Association in such defense. Complaints of a nature specified in Section 10.3 hereof against one or more but less than all Unit Owners or Units shall be defended by such Unit Owners who are defendants themselves and such Unit Owners shall promptly give written notice of the institution of any such suit to the Association and to the holders of any Permitted Mortgages encumbering such Units.

**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, the Plats and Plans, the Bylaws and the Rules and Regulations and with the covenants, conditions and restrictions as set forth in this Declaration, the Plats and Plans, the Bylaws, 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 obligation which the Act or one or more of such documents, 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, the Plats and Plans, the Bylaws, 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 lessee. 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 such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

Section 11.2. *Eminent Domain.* Whenever all or part of the Common Elements shall be taken, injured or destroyed by eminent domain, each Unit Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto, but in any proceed-

D- 149-118

ings for the determination of damages, such damages shall be determined for such taking, injury or destruction as a whole and not for each Unit Owner's interest therein.

**ARTICLE XII**  
**EXECUTIVE BOARD**  
**OF THE ASSOCIATION**

Section 12.1. *Powers of Executive Board.* The Executive Board of the Association shall possess all of the duties and powers granted to the Executive Board by the Act. The Executive Board shall consist of five (5) members who shall be elected at the Annual Meetings of Association members except that there shall be only three (3) members of the First Executive Board, which members and any successors thereto shall be appointed by the Declarant until their successors are elected at the Second Election Meeting of the Association. The members of the First Executive Board shall be Wayne Kubicki, Mary C. Durkin and Richard M. Raemer. At the First Election Meeting of the Association, an additional two (2) Executive Board members shall be elected. Each Executive Board member shall hold office pursuant to the provisions relating thereto in the Bylaws.

Section 12.2. *Disputes.* In the event of any dispute or disagreement between any Unit Owners relating to the Premises, or any questions of interpretation or application of the provisions of this Declaration, the Plats and Plans, the Bylaws or the Rules and Regulations, the determination with respect thereto by the Executive Board shall be final and binding on each and all such Unit Owners. The Executive Board shall have the authority to seek a declaratory judgment or other appropriate judicial relief or order to assist it in carrying out its responsibilities under this Section 12.2. All costs of obtaining such a judgment shall be borne by the disputants, or in the absence of disputants, by the Association as a Common expense.

Section 12.3. *Amendments to the Condominium Documents.* The Condominium Documents may be amended only in accordance with the Act and the Condominium Documents. Notwithstanding any other provisions of this Declaration to the contrary, if any amendment is necessary in the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provisions of the Condominium Documents that are defective, missing or inconsistent with any other provisions hereof, or if such amendment is necessary to conform to the requirements of the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with re-

spect to condominium projects, then at any time and from time to time the Executive Board may effect an appropriate corrective amendment without the approval of the Unit Owners or the holders of any liens on all or any part of the Premises, upon receipt by the Executive Board of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this sentence. Each amendment of the type described in this Section 12.3 shall be effective upon the recording of an appropriate instrument setting forth the amendment and its due adoption, which instrument has been executed and acknowledged by one or more officers of the Executive Board.

#### ARTICLE XIII MANAGEMENT

The Association shall employ a professional, experienced managing agent who shall oversee the daily operation of the Condominium, in accordance with the provisions of the Act, this Declaration, Bylaws and the Rules and Regulations.

#### ARTICLE XIV ASSESSMENTS; LIABILITY OF UNIT OWNERS

Section 14.1. *Payment of Assessments.* Each Owner shall pay all assessments levied by the Association. Such assessments shall be due and payable on the first of each month or as designated by the Executive Board. Notwithstanding any contrary provisions in this Declaration or the Bylaws, the Executive Board may elect, by resolution, to grant Declarant the right, in lieu of paying all Common Expense assessments against Declarant in its capacity as a Unit Owner, to pay all expenses of the Premises which the Association would otherwise be obligated to pay and which are properly attributable (on an accrual basis) to the portion of the then current fiscal year ending on the last day of the last full calendar month prior to the date of the first conveyance of any Unit to a third party unrelated to Declarant, and to receive and retain all income generated by the Premises for the same time period, in which event no Common Expense assessments will be made against Declarant for such portion of such fiscal year, but Declarant shall commence to pay the regular monthly Common Expense assessments against all Units then owned by Declarant commencing with the first day of the first calendar month during which occurs the first conveyance of any Unit to a third party unrelated to the Declarant.

Section 14.2. *Use of Assessments.* All monies collected hereunder shall be used for the purposes designated herein.

Section 14.3. *Failure to Fix New Assessments.* If the Executive Board shall fail to fix new assessments for Common Expenses for the subsequent fiscal year before the expiration of any fiscal year, the Unit Owners shall continue to pay the same sums they were paying for such assessments during the fiscal year just ended and such sum shall be deemed to be the new assessments for the succeeding fiscal year. If the Executive Board shall change the assessment at a later date, such new assessment shall be treated as if it were an additional assessment under Section 14.4 hereof.

Section 14.4. *Additional Assessments.* If the cash requirement estimated at the beginning of any fiscal year shall prove to be insufficient to cover the actual Common Expenses for such fiscal year for any reason (including, by way of illustration and not limitation, any Unit Owner's non-payment of his assessment), the Executive Board shall have the power, at any time (and from time to time) it deems necessary and proper, to levy one or more additional assessment against each Unit Owner.

Section 14.5. *No Exemption by Waiver.* 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.

Section 14.6. *Personal Liability of Unit Owners.* All sums assessed by the Association as a regular or additional assessment, together with interest thereon at the then maximum legal rate from the thirtieth (30th) day following adoption of the resolution fixing such assessment, or from such date or dates (in the case of assessments payable in installments) as may be provided in such resolution, shall constitute the personal liability of the Owner of the Unit so assessed and also shall, until fully paid, constitute a lien against such Unit pursuant to Section 3315 of the Act. The Association may take action for failure to pay any assessment or other charges pursuant to Section 3315 of the Act and may assess a late charge for failure to pay any assessment or other charge on the date on which it is due. The delinquent Owner shall be obligated to pay (i) all expenses of the Executive Board, including reasonable attorneys' 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.

D- 149-120

Section 14.7. *Unpaid Assessments Upon Execution Sale Against a Unit.* Any unpaid assessments which cannot be promptly collected from the former Unit Owner may be reassessed by the Executive Board as a Common Expense to be collected from all of the Unit Owners, including (by way of illustration and not limitation) the purchaser who acquired title at the sheriff's sale, his successors and assigns and any holder of a Permitted Mortgage who comes into possession of a Unit by deed in lieu of foreclosure or assignment in lieu of foreclosure.

Section 14.8. *Liability of Purchaser of Unit for Unpaid Assessments.* Notwithstanding the provisions of Section 14.6 hereof, (but subject to the provisions of Section 3407(c) of the Act), upon the voluntary sale, conveyance or any other voluntary transfer 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 consummation of the sale, conveyance or transfer, 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 have paid, and until any such assessments are paid, they shall continue to be a lien against the Unit which may be enforced in the manner set forth in Section 3315 of the Act.

Section 14.9. *Subordination of Certain Charges.* Any fees, charges, late charges, fines and interest that may be levied by the Association pursuant to Sections 3302(a)(10), (11) and (12) of the Act shall be subordinate to any first lien Permitted Mortgage.

ARTICLE XV  
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 and the table of contents are intended solely for the convenience of readers of this Declaration.

ARTICLE XVI  
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.

ARTICLE XVII  
EFFECTIVE DATE

This Declaration shall become effective when it and the Plats and Plans have been recorded.

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

3600 VENTURE, a Joint Venture  
formed under the Uniform  
Partnership Act of the State of  
Illinois, by its partners:

RIVER PARK CORPORATION,  
an Illinois corporation

By: Wayne Kubicki  
Wayne Kubicki, President

Attest: Mary C. Durkin  
Mary C. Durkin,  
Assistant Secretary

[Corporate Seal]

PENNSYLVANIA PARTNERS, an Illinois  
limited partnership

By: Stanley D. Braun  
Stanley D. Braun  
General Partner

By: Richard M. Raemer  
Richard M. Raemer,  
General Partner

D- 149-121

COMMONWEALTH OF PENNSYLVANIA

§§.

COUNTY OF PHILADELPHIA

On this 17<sup>th</sup> day of February, 1981, before me, an officer duly authorized in the County and State aforesaid to take acknowledgments, personally appeared Wayne Kubicki and Mary C. Durkin, respectively, President and Assistant Secretary of RIVER PARK CORPORATION, a corporation existing under the laws of Illinois, and a partner of 3600 Venture, a Joint Venture formed under the Uniform Partnership Act of the State of Illinois, known to me to be the individuals and officers of said corporation described in and who executed the foregoing instrument, and that they severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized, and that the said instrument is the act and deed of said corporation as a partner of 3600 Venture.

WITNESS my hand and official seal in the above County and State.

*Lynn M. Fasy*  
\_\_\_\_\_  
Notary Public  
My Commission Expires:

LYNN M. FASY  
Notary Public, Phila., Phila. Co.  
My Commission Expires Nov. 5, 1984

D- 149-122

STATE OF ILLINOIS

ss.

COUNTY OF COOK

On this 17th day of February, 1981, before me, an officer duly authorized in the County and State aforesaid to take acknowledgments, personally appeared Stanley D. Braun and Richard M. Raemer, General Partners of PENNSYLVANIA PARTNERS, a limited partnership existing under the laws of Illinois, and a partner of 3600 Venture, a Joint Venture formed under the Uniform Partnership Act of the State of Illinois, known to me to be General Partners of said limited partnership described in and who executed the foregoing instrument, and that they severally acknowledged the execution thereof to be their free act and deed as such General Partners thereunto duly authorized, and that the said instrument is the act and deed of said limited partnership, as a partner of 3600 Venture.

WITNESS my hand and official seal in the above County and State.

Helen B. Farrell

Notary Public  
My Commission Expires May 22, 1983

EXHIBIT "A"

D- 149-123

LEGAL DESCRIPTION OF PREMISES

ALL THAT CERTAIN lot or piece of ground,

SITUATE in the 52nd Ward (formerly the 24th Ward) of the City of Philadelphia and Commonwealth of Pennsylvania described according to a Plan thereof made by Earl Thomas Boyer, Surveyor and Regulator for the 7th Survey District, dated September 25, 1980 as follows, to wit:

BEGINNING at a point on the Southeasterly side of Conshohocken Avenue (Sixty four feet wide) measured Northeastwardly along the said Southeasterly side of Conshohocken Avenue on the arc of a circle curving to the left having a radius of Three hundred sixty four feet the arc distance of Eighty four and one hundred twenty one one-thousandths feet from a point of reverse curve, which point of reverse curve is measured Northwardly on the arc of a circle curving to the right which connects the said Southeasterly side of Conshohocken Avenue and the Northeasterly side of Country Club Road East (Sixty feet wide); having a radius of Thirty three and seven hundred forty six one-thousandths feet, the arc distance of Forty seven and five hundred seventy six one-thousandths feet from a point of reverse curve on the said Northeasterly side of Country Club Road East, said beginning point being on the Southwesterly side of a Forty feet wide right of way for construction and reconstruction and maintenance of sewers; thence extending from point of beginning Northeastwardly along the said Southeasterly side of Conshohocken Avenue crossing the aforesaid Forty feet wide right of way for construction and reconstruction and maintenance of sewers on the arc of a circle curving to the left having a radius of Three hundred sixty four feet, the arc distance of Fifty two and seven hundred forty nine one-thousandths feet to a point of tangent; thence North thirty two degrees, nineteen minutes East along the said Southeasterly side of Conshohocken Avenue, Three hundred eighty five and two hundred nineteen one-thousandths feet to a point on the Southwesterly line of land of Fairmount Park; thence South sixty six degrees twenty six minutes East along the said line of Fairmount Park, Two hundred ninety nine and one hundred nineteen one-thousandths feet to a point on the Northwesterly line of Fairmount Park; thence South thirty three degrees, eight minutes West, along the said Northwesterly line of Fairmount Park and partly along the Southeasterly side of aforesaid Forty feet wide right of way for construction and reconstruction and maintenance of sewers, Seven hundred sixteen and six hundred six one-thousandths feet to a point on the Southwesterly line of aforesaid Forty feet wide right of way for construction and reconstruction and maintenance of sewers, thence along the said Southwesterly line of aforesaid Forty feet wide right of way for construction and reconstruction and maintenance of sewers, the two following courses and distances: (1) North fifteen degrees, twenty five minutes West Two hundred eighty six and six hundred ten one-thousandths feet to an angle point; (2) North thirty degrees West, Eighty seven and eighty one one-thousandths feet to a point on the said Southeasterly side of Conshohocken Avenue, being the first mentioned point and place of beginning.

BEING the same premises which River Park House Associates, a Pennsylvania limited partnership, by Deed dated 11/17/80 and recorded in Philadelphia County, in Deed Book EFP 081, page 64 conveyed unto 3600 Venture, a Joint Venture formed under the Uniform Partnership Act of the State of Illinois, to be held as partnership property.

**EXHIBIT "B"**  
**PLATS AND PLANS**

**D- 149-124**



D- 149-263

EXHIBIT "C"

PERCENTAGE INTERESTS IN COMMON ELEMENTS APPURTENANT TO UNITS

Unit Identifying Number	Percentage Interest (%)	Unit Identifying Number	Percentage Interest (%)
<u>First Floor</u>		<u>Second Floor</u>	
102	.2429	201	.3233
103	.3233	202	.2429
104	.3101	203	.3233
105	.3797	204	.3101
106	.2429	205	.3797
107	.2429	206	.2429
108	.3233	207	.2429
109	.2428	208	.2106
110	.2429	208A	.1181
111	.2106	209	.3233
111A	.1181	210	.2429
112	.3101	211	.3233
113	.3797	212	.3101
114	.2429	213	.3797
115	.2429	214	.2429
116	.3233	215	.2429
		216	.3233
<u>Third Floor</u>		<u>Fourth Floor</u>	
301	.3233	401	.3233
302	.2429	402	.2429
303	.3233	403	.2106
304	.3101	403A	.1181
304A	.1439	404	.3101
305	.2375	405	.3797
306	.2429	406	.2429
307	.2429	407	.2429
308	.3233	408	.3233
309	.3233	409	.3233
310	.2429	410	.2429
311	.3233	411	.3233
312	.3101	412	.3101
313	.3797	413	.3797
314	.2429	414	.2429
315	.2429	415	.2429
316	.2106	416	.3233
316A	.1181		
<u>Fifth Floor</u>		<u>Sixth Floor</u>	
501	.3233	601	.3233
502	.2429	602	.2429
503	.3233	603	.3233
504	.3101	604	.3101
505	.3797	605	.3797
506	.2429	606	.2429
507	.2429	607	.2429
508	.3233	608	.3233



D- 149-264

EXHIBIT "C" (continued)  
 PERCENTAGE INTERESTS IN COMMON ELEMENTS  
 APPURTENANT TO UNITS

Unit Identifying Number	Percentage Interest (%)	Unit Identifying Number	Percentage Interest (%)
<u>Fifth Floor</u>		<u>Sixth Floor</u>	
509	.3233	609	.3233
510	.2429	610	.2429
511	.3233	611	.3233
512	.3101	612	.3101
512A	.1439	613	.3797
513	.2375	614	.2429
514	.2429	615	.2429
515	.2429	616	.3233
516	.3233		
<u>Seventh Floor</u>		<u>Eighth Floor</u>	
701	.3233	801	.3233
702	.2429	802	.2429
703	.3233	803	.3233
704	.3101	804	.3101
705	.3797	805	.3797
706	.2429	806	.2429
707	.2429	807	.2429
708	.3233	808	.3233
709	.3233	809	.2106
710	.2429	809A	.1181
711	.2106	810	.2429
711A	.1181	811	.3233
712	.3101	812	.3101
713	.3797	813	.3797
714	.2429	814	.2429
715	.2429	815	.2429
716	.3233	816	.3233
<u>Ninth Floor</u>		<u>Tenth Floor</u>	
901	.3233	1001	.2106
902	.2429	1001A	.1181
903	.3233	1002	.2429
904	.3101	1003	.3233
905	.3797	1004	.3101
906	.2429	1005	.3797
907	.2429	1006	.2429
908	.3233	1007	.2429
909	.3233	1008	.3233
910	.2429	1009	.3233
911	.3233	1010	.2429
912	.3101	1011	.3233
913	.3797	1012	.3101
914	.2429	1012A	.1439
915	.2429	1013	.2375
916	.3233	1014	.2429
		1015	.2429
		1016	.3233

EXHIBIT "C" (continued)  
 PERCENTAGE INTERESTS IN COMMON ELEMENTS  
 APPURTENANT TO UNITS

D- 149-265

<u>Unit Identifying Number</u>	<u>Percentage Interest (%)</u>	<u>Unit Identifying Number</u>	<u>Percentage Interest (%)</u>
<u>Eleventh Floor</u>		<u>Twelfth Floor</u>	
1101	.3233	1201	.3233
1102	.2429	1202	.2429
1103	.3233	1203	.2106
1104	.3101	1203A	.1181
1105	.3797	1204	.3101
1106	.2429	1205	.3797
1107	.2429	1206	.2429
1108	.3233	1207	.2429
1109	.3233	1208	.3233
1110	.2429	1209	.3233
1111	.2106	1210	.2429
1111A	.1181	1211	.3233
1112	.3101	1212	.3101
1113	.3797	1213	.3797
1114	.2429	1214	.2429
1115	.2429	1215	.2429
1116	.3233	1216	.3233
<u>Fourteenth Floor</u>		<u>Fifteenth Floor</u>	
1401	.3233	1501	.2106
1402	.2429	1501A	.1181
1403	.3233	1502	.2429
1404	.3101	1503	.3233
1405	.3797	1504	.3101
1406	.2429	1505	.3797
1407	.2429	1507	.4857
1408	.3233	1508	.3233
1409	.3233	1509	.3233
1410	.2429	1510	.2429
1411	.3233	1511	.3233
1412	.3101	1512	.3101
1413	.3797	1513	.3797
1414	.2429	1514	.2429
1415	.2429	1515	.2429
1416	.3233	1516	.3233
<u>Sixteenth Floor</u>		<u>Seventeenth Floor</u>	
1601	.3233	1701	.3233
1602	.2429	1702	.2429
1603	.3233	1703	.3233
1604	.3101	1704	.3101
1605	.2375	1705	.3797
1605A	.1439	1706	.2429
1606	.2429	1707	.2429
1607	.2429	1708	.3233
1608	.3233	1709	.3233

EXHIBIT "C" (continued)

D- 149-266

PERCENTAGE INTERESTS IN COMMON ELEMENTS APPURTENANT TO UNITS

Unit Identifying Number	Percentage Interest (%)	Unit Identifying Number	Percentage Interest (%)
<b>Sixteenth Floor</b>		<b>Seventeenth Floor</b>	
1609	.3233	1710	.2429
1610	.2429	1711	.3233
1611	.3233	1712	.3101
1612	.3101	1713	.3797
1613	.3797	1714	.2429
1614	.2429	1715	.2429
1615	.2429	1716	.3233
1616	.3233		
<b>Eighteenth Floor</b>		<b>Nineteenth Floor</b>	
1801	.3233	1901	.3233
1802	.2429	1902	.2429
1803	.3233	1903	.3233
1804	.3101	1904	.3101
1805	.3797	1905	.3797
1806	.2429	1906	.2429
1807	.2429	1907	.2429
1808	.3233	1908	.3233
1809	.3233	1909	.2106
1810	.2429	1909A	.1181
1811	.2106	1910	.2429
1811A	.1181	1911	.3233
1812	.3101	1912	.3101
1813	.3797	1913	.3797
1814	.2429	1914	.2429
1815	.2429	1915	.2429
1816	.3233	1916	.3233
<b>Twentieth Floor</b>		<b>Twenty-First Floor</b>	
2001	.3233	2101	.3233
2002	.2429	2102	.2429
2003	.3233	2103	.3233
2004	.3101	2104	.3101
2005	.3797	2105	.3797
2006	.2429	2106	.4857
2007	.2429	2108	.3233
2008	.3233	2109	.3233
2009	.2106	2110	.2429
2009A	.1181	2111	.2106
2010	.2429	2111A	.1181
2011	.3233	2112	.3101
2012	.3101	2112A	.1439
2013	.3797	2113	.2375
2014	.2429	2114	.2429
2015	.2429	2115	.2429
2016	.3233	2116	.3233

D- 149-267

EXHIBIT "C" (continued)  
PERCENTAGE INTERESTS IN COMMON ELEMENTS  
APPURTENANT TO UNITS

Unit Identifying Number	Percentage Interest (%)	Unit Identifying Number	Percentage Interest (%)
<u>Twenty-Second Floor</u>			
2201	.3233	2209A	.1181
2202	.2429	2210	.2429
2203	.3233	2211	.3233
2204	.3101	2212	.3101
2205	.3797	2212A	.1439
2206	.2429	2213	.2375
2207	.2429	2214	.2429
2208	.3233	2215	.2429
2209	.2106	2216	.3233

The percentage interest for each Unit was computed by dividing the floor area (in square feet) of each Unit by the sum of the floor area (in square feet) of all Units in the Condominium. The floor area for each Unit shall mean the total number of square feet contained within a Unit measured from original building plans to:

- (a) the center of Party-Walls;
- (b) the outside of the Building exterior walls adjacent to the Unit; and
- (c) the Common Element side face of walls abutting Common Elements.

These measurements do not take into account the presence of interior partitions, columns, pipe runs, ducts and the like.

D- 149-268

EXHIBIT "D"  
ADDITIONAL TITLE RESTRICTIONS

1. Unrecorded easements, discrepancies or conflicts in boundary lines, shortages in area and encroachments which an accurate and complete survey would disclose.
2. Easement of drainage right of way along the Southwesterly and Southeasterly lines as in Agreement between Wynnefield Heights, Inc., and City of Philadelphia dated 6/2/1955 and recorded in Deed Book CAB 51 page 524.
3. Rights granted to Philadelphia Electric Company and Bell Telephone Company in Deed Book CAB 179 page 155.
4. Rights granted to Philadelphia Electric Company in Deed Book JMH 3682 page 277.

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JUN 26 3 32 PM '81

FIRST AMENDMENT TO  
DECLARATION OF CONDOMINIUM

RIVER PARK HOUSE, A CONDOMINIUM

Pursuant to the provisions of the  
Pennsylvania Uniform Condominium Act,  
68 Pa. C.S. §3101 et. seq.

229

\* .00 TAX ON\$ .00  
\$ 11.00 CTTLTRAN#08107  
000001 CLKC 06/26/81