

DECLARATION OF CONDOMINIUM
FOR
VILLAS OF ARDEN MILLS

ARTICLE I

SUBMISSION: DEFINED TERMS

- 1.0 Declarant; Property; County; Name. **HAWTHORNE ARDEN, L.P.**, a Pennsylvania limited partnership (the "**Declarant**"), hereby submits the real estate described in **Exhibit "A"** attached hereto (the "**Real Estate**") located in the Township of Chartiers, Washington County, Pennsylvania, less such portions of the Convertible/Withdrawable Real Estate (as defined below) as may be withdrawn, including all easements, rights and appurtenances thereunto belonging and the buildings and improvements erected or to be erected thereon (collectively, the "**Property**") to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa.C.S.A. §3101 et. seq., as amended (the "**Act**"), and hereby creates with respect to the Property a condominium, to be known as "**VILLAS OF ARDEN MILLS**" (the "**Condominium**"). Phase 1 of the Condominium is described on **Exhibit "B"** attached hereto.
- 1.1. Easements and Licenses. Attached as **Exhibit "C"** is a copy of the recorded easements and licenses affecting the Real Estate.
- 1.3 Defined Terms.
- 1.3.1. Terms Defined in the Act. Capitalized terms not otherwise defined herein or in the Plats and Plans shall have the meanings used in the Act.
- 1.3.2. Terms Defined Herein. The following terms shall be defined as follows:
- a. "**Additional Real Estate**" means the parcel or piece of real estate described on Exhibit "**E**."
 - b. "**Association**" means the unincorporated Unit Owners' association of the Condominium which shall be known as the "**VILLAS OF ARDEN MILLS CONDOMINIUM ASSOCIATION**."
 - c. "**Building**" means any building located on the Property.
 - d. "Common Elements" means all portions of the Property except the Units.
 - e. "Common Expenses" means those expenses, both General Common Expenses and Limited Expenses, for which the Association is responsible under this Declaration and the Act including, but not limited to: the actual and estimated costs of maintenance, management, operation, repair and replacement of the Common Elements, except as otherwise specifically provided in Section 2.7 hereof; the cost of utilities which are metered to the Association; cost of trash collection and removal; cost of management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and other employees; the cost of all landscaping, snow removal and other services benefiting the Common Elements or Limited Common Elements; the cost of fire, casualty and liability insurance, workers' compensation insurance, errors and omissions and director, officer and agent liability insurance, and other insurance covering the Common Elements and the directors, officers and agents of the Association; taxes paid by the Association; and the cost of any other expenses incurred by the Association for the common benefit of the Unit Owners or those expenses for which the Association is responsible under this Declaration and the Act.
 - f. "**Condominium**" means the Condominium described in Section 1.1 above.
 - g. "**Convertible/Withdrawable Real Estate**" means the portion of Property described on **Exhibit "D"**.
 - h. "**Declarant**" means the Declarant described in Section 1.1 above and any successors to any Special Declarant Rights.

- i. **"Declaration"** means this document, as the same may be amended from time to time.
- j. **"Demising Wall"** means either a structural or non-structural partition as shown on the Plats and Plans which either designates a boundary or is located entirely within a Unit.
- k. **"Eligible Mortgage"** means a first mortgage encumbering a Unit whose holder, insurer or guarantor has submitted a written request to the Association pursuant to the provisions of **Article VI**.
- l. **"Eligible Mortgagee"** means the holder, guarantor or insurer of an Eligible Mortgage.
- m. **"Executive Board"** means the Executive Board of the Association.
- n. **"General Common Expenses"** means all Common Expenses excluding Limited Expenses.
- o. **"Limited Common Elements"** means any portions of the Common Elements which are (a) described as such in the Act, and/or (b) identified as such in this Declaration, and/or (c) identified as such on the Plats and Plans.
- p. **"Limited Expenses"** means the Common Expenses described as such in Section 3314(c) of the Act as modified by Section 2.7 of this Declaration.
- q. **"Percentage Interest"** means the undivided ownership interest in the Common Elements appurtenant to each Unit, the relative voting strength in the Association appurtenant to each Unit and the relative Common Expense liability appurtenant to each Unit as set forth in Section 2.2 of this Declaration.
- r. **"Plats and Plans"** means the Plats and Plans being recorded contemporaneously herewith in the office of Recorder of Deeds of Washington County, Pennsylvania as the same may be amended from time to time, which are hereby incorporated herein as Exhibit "F".
- s. **"Property"** means the Property described in Section 1.1 above, less such portions of the Convertible/Withdrawable Real Estate as may be converted or withdrawn from the Condominium. If no Convertible/Withdrawable Real Estate is withdrawn, the Property shall be as described in Exhibit "B" attached hereto.
- t. **"Reserved Common Elements"** means any portion of the Common Elements which the Executive Board designates for limited use pursuant to Section 3.2 hereof.
- u. **"Unit"** means a unit as described herein and shown in the Plats and Plans.
- v. **"Unit Owner"** or **"Owner"** means the fee simple owner or owners of a Unit.

ARTICLE II

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

- 2.1 Plats and Plans. The location and dimensions of the Buildings and other improvements comprising the Property and the location of the Units, Common Elements and Limited Common Elements of the Condominium are shown on the Plats and Plans.
- 2.2 Unit Identification, Percentage Interests. Attached as **Exhibit "G"** is a list of all Units by their identifying Numbers and the Percentage Interest allocated to each Unit, determined by a fraction having as the numerator the number 100 and as the denominator the total number created in the Condominium at the time this Declaration was recorded. The Percentage Interest shall determine the share of General Common Expense liability appurtenant to each Unit. The Percentage Interest in the Common Elements will be reduced in accordance with the provisions of **Article XV** as additional Units are added to the condominium through the exercise of Declarant's right to create Units in the Convertible Real Estate or Additional Real Estate as set forth in **Article**

DECLARATION OF CONDOMINIUM For VILLAS OF ARDEN MILLS

XV so that the total Percentage Interest of all Units that have been created will always equal 100%. This will be accomplished by the recording of an Amendment to this Declaration setting forth the new Percentage Interest appurtenant to each Unit.

- 2.3 Voting. Each Unit shall have one (1) vote. Class or cumulative voting is not permitted.
- 2.4 Composition. The Association is hereby organized upon the recording of this Declaration as an unincorporated association. The Association shall consist of all of the Unit Owners acting as a group in accordance with the Act, this Declaration and the Bylaws.
- 2.5 Unit Boundaries. The title lines or boundaries of each Unit are situated as shown on the Plats and Plans and are described as follows:
- a. Horizontal boundaries. The upper and lower (horizontal) boundaries of the Unit shall be the following horizontal plane extended to intersections with the vertical boundaries:
 - (i) Upper boundary. The plane of the bottom (or "Unit" side) surface of the finished ceiling.
 - (ii) Lower boundary. The horizontal plane of the upper (or "Unit" side) surface of the concrete floor slab.
 - b. Vertical boundaries. The vertical boundaries of the Unit shall be the following vertical planes extended to intersections with each other and with the upper and lower boundaries of the Unit:
 - (i) The inside surface of the drywall comprising the walls of the Unit which do not separate the Unit from another Unit (with the exception of the veranda portion of the Unit).
 - (ii) The center line of the wall separating any two Units.
 - (iii) With respect to the patio portion of the Unit, the privacy fence (excluding exterior surface thereof).
 - c. Unit Contents. Each Unit shall also consist of:
 - (i) The drywall and finished or decorated surfaces, including paint, lacquer, varnish, wallpaper, paneling, tile, carpeting and any other material applied to wall, floor or ceiling areas; all garage doors, entry doors and windows in exterior and perimeter walls, including all door and window frames, and all glass within such frames, excluding, however, the exterior surfaces of entry doors, garage doors and trim.
 - (ii) All built-in and installed fixtures and equipment located within a Unit or located outside the Unit for the exclusive use of the Unit, commencing at the point of connection with the structural part of the Building or with utility pipes, lines or systems serving the Building, including furnaces, water heaters and duct-work and piping serving only one Unit.
 - (iii) All spaces, interior partitions and other fixtures and improvements within the title lines described above. Each Unit shall also include the items within the title lines described in §3202 of the Act which are appurtenant to the Unit.
- 2.6. Common Elements. The Common Elements shall mean and include the Property (excluding the Units), the air space above the Buildings and said Property, and those portions of the buildings which are not included within the title lines of any Unit and which are not made a part of a Unit pursuant to Section 2.5 above, including but not limited to the following:
- The following parts of each Unit-containing Building: foundations; structural parts, supports, columns and beams; all exterior walls, and interior walls between Units; stairwells and entrance halls if any (except that the surface of the wallboard or plaster on the Unit-side of such walls shall be part of the adjacent Unit and not part of the Common Elements); all parts of the Building above the wallboard ceiling of a Unit except for such items as are made a part of a Unit pursuant to Section 2.5; all portions of a Building below the upper surface of the concrete slab floor of the first floor level or (in the case of Units with basements) the basement floor level of the Building; corridors, stairwells and entrance halls not within a Unit; roofs; all water and sewer lines, ductwork, electric and telephone wires, cable lines, pipes, fixtures, meters and/or equipment serving the Common Elements, one or more Units, or both.

DECLARATION OF CONDOMINIUM For VILLAS OF ARDEN MILLS

- a. All other apparatus, equipment and installations existing for the common use.
- b. Limited Common Elements as set forth in Article III.
- c. The portions of Convertible/Withdrawable Real Estate until such portion or portions are converted into Units or are converted or withdrawn from the Property as provided herein.

2.7 Maintenance Responsibilities.

- a. General. Maintenance responsibility is divided into responsibility for performance and responsibility for payment. Each Unit Owner is responsible for both performance of and payment for all maintenance, repair and replacement required for his Unit. In general, the Association is responsible for performing the maintenance, repair and replacement of both the Common Elements and the Limited Common Elements, including but not limited to the roofs, exterior walls and exterior surfaces of entryway doors and garage doors, and landscaped areas.

Further, in general, the cost of the maintenance, repair and replacement of all Common Elements is charged as a General Common Expense and payment responsibility is shared by all Unit Owners proportionally based upon the relative Percentage Interest appurtenant to each Unit. Except as otherwise specified in the Declaration, the cost of the maintenance, repair and replacement of specific Limited Common Elements is charged as a Limited Expense, and payment responsibility is shared by the Unit Owner or Owners having the right to use such specific Limited Common Element in the same proportion as the respective Percentage Interests of such Units.

- b. Specific Maintenance Responsibilities. Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary descriptions, the Units and Common Elements shall be maintained and repaired by each Unit Owner and by the Association respectively in accordance with the provisions of §3307 of the Act, except as expressly set forth to the contrary herein. The Association may provide for maintenance of Unit components where such items involve matters of concern related to the general health, safety and welfare of all occupants of the Condominium and may promulgate guidelines governing the division of maintenance and repair responsibilities between the Unit Owner and the Association. Notwithstanding the foregoing, the cost of maintenance of each front stoop and individual sidewalk shall be the responsibility of the Owners of the Units to which said front stoop and sidewalk are appurtenant. All driveways and parking pads shall be maintained, repaired and replaced by the Association, with the costs to be charged as General Common Expenses. Snow removal from all driveways and walks to the front door of a Unit will be the responsibility of and performed by the Association, with costs to be charged as General Common Expenses.

- 2.8 Relocation of Unit Boundaries. Relocation of boundaries between Units and conversion of Units by the Declarant will be permitted subject to compliance with the provisions of §§ 3214 and 3215 of the Act. Subdivision or conversion of the Units by the Declarant pursuant to § 3215(c) of the Act may not result in more than ten (10) additional Units. Unit Owners may not subdivide Units after the initial purchase from Declarant. Declarant shall also have the right to convert Common Elements to Limited Common Elements.

- 2.9 Unit Improvements. All improvements to the walls, floors and ceilings of a Unit are at the risk of the Unit Owner, and the Association shall not be responsible for repair or replacement of any floor or wall covering (i.e., carpet, marble, tile, wallpaper, paint) damaged in order to gain access to pipes or other Common Elements.

ARTICLE III

LIMITED AND RESERVED COMMON ELEMENTS

- 3.1. Limited Common Elements. Limited Common Elements are those portions of the Common Elements that are marked on the Plats and Plans as "Limited Common Elements" or are specified herein as Limited Common Elements. All driveways, sidewalks, front stoops, patios and attics appurtenant to each Unit are hereby defined as Limited Common Elements. Further, all utility lines which service more than one (1) Unit, but less

DECLARATION OF CONDOMINIUM For VILLAS OF ARDEN MILLS

than all of the Units, are Limited Common Elements. The Declarant may assign such Limited Common Elements pursuant to the provisions of §3209 of the Act by (a) a written instrument of assignment or (b) including the information in the deed to the Unit to which such Limited Common Element shall be appurtenant or (c) by recording an appropriate amendment to this Declaration. Such assignments by the Declarant may be to Units owned by the Declarant. Limited Common Elements shall be for the exclusive use of the Unit to which they are appurtenant.

- 3.2. Reserved Common Elements. Reserved Common Elements are parts of the Common Elements which the Executive Board may designate from time to time for use by less than all of the Unit Owners or by non-owners of any units for specified periods of time or by only those persons paying fees or satisfying other reasonable conditions for use established by the Executive Board.

ARTICLE IV

EASEMENTS

- 4.1. Additional Easements. In addition to and in supplementation of the easements provided for by §§3216, 3217, 3218 of the Act, the following easements are hereby created.
- a. Access Easement. Each Unit Owner is hereby granted an easement on, over and through the Common Elements for the purpose of assuring to each Unit Owner adequate and uninterrupted access to and maintenance of each Unit.
 - b. Utility Easements. The Units and Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant, the Association, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created in this Section shall include, without limitation, rights of Declarant, the Association, the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wires, conduits and equipment and ducts and vents over, under, through, along and on the Units and Common Elements. Notwithstanding, the foregoing provisions of this Section, unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant, or otherwise so as not to materially interfere with the use or occupancy of the Unit by its occupants.
 - c. Declarant's Easement to Correct Drainage. Declarant reserves an easement on, over and under those portions of the Common Elements not located within a building for the purpose of maintaining and correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created by this Section expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, or to take any other action reasonably necessary to achieve this purpose, following which the Declarant shall restore the affected property as closely to its original condition as practicable.
 - d. Construction Easement Until the expiration of seven (7) years after the date thereof, the Declarant shall have an easement through the Units and the Common Elements for access or any other purpose necessary to complete any renovations or work to be performed by the Declarant.
- 4.2. Declarant's Easement for Development, Construction and Sales Representatives. Declarant reserves an easement on, over and under Common Elements, unsold Units, the Convertible/Withdrawable and Additional Real Estate for all purposes relating to the construction, development, leasing and sale of Units and other improvements on the Property and the Convertible/Withdrawable and Additional Real Estate. This easement shall include, without limitation, the right of vehicular and pedestrian ingress and egress, the right to park motor vehicles and to engage in construction and marketing activities of any nature whatsoever, including the movement and storage of building materials and equipment, the conduct of sales, leasing and management activities, and maintenance of models and offices and the erection and maintenance of directional and promotional signs.

- 4.3. Easement for Access to Convertible/Withdrawable and Additional Real Estate. Declarant hereby reserves an easement over those portions of the Common Elements containing the streets or other rights of way for vehicular and pedestrian ingress and egress in the event that the Convertible/Withdrawable and Additional Real Estate is not developed as a part of the Condominium and access thereto is required over the streets of the Condominium. The right to use this easement shall extend to Declarant, its successors and assigns, all tenants and other occupants of the buildings erected on such Convertible/Withdrawable and Additional Real Estate and any other person claiming title through the Declarant. In the event that such easement is utilized, until such time as the streets are dedicated and accepted as public streets, the cost of maintenance of the streets leading to the areas of the Convertible/Withdrawable and Additional Real Estate encompassed by the easement shall be paid by the Declarant (or its successors in interest) and the Condominium Association in proportion to the actual utilization of such streets. Declarant shall not be responsible for the cost of maintenance and repair of any streets which do not serve portions of the Convertible/ Withdrawable and Additional Real Estate over which an easement is reserved under this paragraph, nor shall Declarant be responsible for any contribution to the maintenance of the Condominium as a whole as a result of the reservation of this easement.

ARTICLE V

USE RESTRICTIONS

- 5.1. Use and Occupancy of Units and Common Elements. The occupancy and use of the Units and Common Elements shall be subject to the following restrictions:
- a. Subdivision. No Unit, except a Unit owned by Declarant, may be divided or subdivided into a smaller unit.
 - b. Nuisances. No noxious or offensive activity shall be carried on in any Unit, nor shall anything be done thereon which may be or may become an unreasonable annoyance or nuisance to the other Unit Owners.
 - c. Garbage and Refuse Disposal. Trash, garbage and other waste shall be kept only in sanitary containers and shall be disposed of in such manner as may be prescribed from time to time by Rules and Regulations promulgated by the Association, at all times subject, however, to ordinances of the Township of Chartiers.
 - d. Residential Units. Units shall be used only as a residence for a single "family," or such other uses permitted by this Declaration. No Unit Owner shall permit his Unit to be used or occupied for any prohibited purpose. For purposes of this restriction, "family" shall be defined as an individual or two or more persons related by blood, marriage or adoption, living together as a single housekeeping unit, or not more than two (2) unrelated persons living as a single housekeeping unit. If zoning regulations permit professional activities to be conducted within the Units, application may be made by a Unit Owner to the Executive Board for approval to conduct such newly permitted use of his Unit. Each such application shall be considered by the Executive Board on an individual basis. Notwithstanding the foregoing provision, no professional activity can be approved by the Executive Board which activity will generate additional traffic through the Property. Once the Executive Board has given its approval to a particular use of a Unit, it may not revoke such approval so long as the nature and scope of the approved use remains unchanged. No Unit Owner shall permit his Unit to be used or occupied for any prohibited purpose.
 - e. Animals. No animals of any kind shall be raised, bred or kept in the Condominium, except as specifically authorized by the Rules and Regulations adopted from time to time by the Executive Board. All animals must be kept leashed when outside the Units. No animals shall be left unattended in runs or kennels.
 - f. Obstruction and Storage. There shall be no obstruction or alteration of the Common Elements nor shall anything be stored in or on the Common Elements without prior consent of the Executive Board except as herein expressly provided. The use and the covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of the buildings, shall be subject to the Rules and Regulations of the Executive Board.

DECLARATION OF CONDOMINIUM For VILLAS OF ARDEN MILLS

- g. Insurance. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Property, or contents thereof, without the prior written consent of the Executive Board, which consent may be conditioned upon the Unit Owner of such Unit being required to bear the full amount of such increase. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will violate any law, statute, ordinance or regulation of any governmental body or which will result in the cancellation of any insurance maintained by the Executive Board. No waste shall be committed in the Common Elements.
- h. Architectural Controls. Installations which extend beyond the boundaries of the Unit into the Common Elements are not permitted. Further, a Demising Wall may not be relocated or altered without the written consent of the Executive Board, and provided further, that the provisions of Section 5.2 are adhered to. Unit Owners are not permitted to paint, or otherwise alter the structure, form or appearance of the exterior portion of any wall, window, door or other portion of the Property which is visible from outside of any Unit.
- i. Safety. No Unit Owner shall do work or any other act which would jeopardize the soundness or safety of the Property or any part thereof, or impair any easement or hereditament without the unanimous consent of the Unit Owners affected thereby.
- j. Signs.
- (i) With the exception of the rights reserved to Declarant, no sign, poster, billboard or other advertising device of any character shall be erected, hung, flown or maintained on or over the Common Elements or shown or displayed from or over the Units without prior written approval having been obtained from the Executive Board; provided, however, that the restrictions of this paragraph shall not apply to one sign or notice per Unit of reasonable dimension and location located in the window of the Unit which states that a Unit is for rent or sale, or to such signs as may be required by a legal proceeding. Such sign or notice may be placed in a Unit but not on the Common Elements. The Executive Board may summarily cause all unauthorized signs to be removed or destroyed.
- (ii) The right is reserved by the Declarant or its agent or agents to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units, and on any part of the Common Elements, and the right is hereby given to any Eligible Mortgagee, who may become the Owner of any Unit, to place such signs on any Unit owned by such Eligible Mortgagee.
- k. Structural Changes. No Unit Owner shall make or permit any addition, alteration or improvement to his Unit which could or might affect the structural integrity of the building.
- l. Vehicle Storage. Except as provided herein, there shall be no outside storage upon any Limited Common Elements or Common Elements of any automobile, truck, tractor, mobile home, camper, boat or other transportation device of any kind, unless approved by the Executive Board and permitted by the Rules and Regulations hereinafter adopted. No owners or tenants shall repair or restore any vehicle of any kind upon any Limited Common Elements or Common Elements except for normal maintenance or emergency repairs. In addition, the Board shall have the right to adopt further detailed rules and regulations concerning parking and the operation of vehicles on the Property.
- 5.2. Additions, Alterations or Improvements to Units. No Unit Owner shall make or permit any structural change, addition, alteration or improvement in or to his Unit without the prior written consent of the Executive Board, which shall not be unreasonably withheld, and, if such change results in rendering inaccurate the description of that Unit on the Plats and Plans, it shall not be undertaken until the Plats and Plans have been duly amended at the cost and expense of such Unit Owner. Requests for such consent shall be accompanied by detailed plans and specifications showing the proposed addition, alteration or improvement, and shall name the contractors and subcontractors to be employed. The Executive Board shall act upon requests within sixty (60) days after receipt thereof, and shall be deemed to have denied such request where no response is made within that period. Application to any governmental authority for necessary permits shall only be made by a Unit Owner after such Unit Owner has received prior written approval of the Executive Board for such application and submit a copy of such a proposed application to the Executive Board for approval;

DECLARATION OF CONDOMINIUM For VILLAS OF ARDEN MILLS

provided, further, that if the Executive Board so desires, the Executive Board shall be the applicant as agent for and at the expense of the Unit Owner, without the Executive Board to incur any liability by reason of acting as such agent of the Unit Owner.

- 5.3. Rules and Regulations. Reasonable Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property, may be adopted from time to time by the Executive Board, subject to the right of the Association to change such Rules and Regulations. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such Rules and Regulations or any amendments thereto. Initially, the Rules and Regulations shall be proposed by the Declarant and adopted by the first Executive Board. Any further adoption or amendment of the Rules and Regulations shall require the Executive Board to give at least thirty (30) days' written notice to all Unit Owners of the proposed rules and regulations (or amendments) and provide all Unit Owners with an opportunity to comment on the proposed rules, either in writing or at a regular or special meeting of the Board, prior to the adoption or amendment of the Rules and Regulations.

ARTICLE VI

MORTGAGES

- 6.1. Mortgages. A Unit Owner may voluntarily encumber or subject his Unit to a mortgage lien. There are no restrictions imposed hereby on the right of a Unit Owner to mortgage his Unit. However, a mortgagee shall have no right to (a) participate in the adjustment of losses with insurers or in the decision as to whether or not repair or restore damage to or destruction of the Property, (b) receive or apply the proceeds of insurance to the reduction of the mortgage debt or otherwise, except in the event and to the extent of a distribution thereof to Unit Owners pursuant to **Section 3312** of the Act, or (c) accelerate the mortgage debt or to have any other remedies by virtue of waste or alleged waste or other conditions occurring anywhere on the Property other than within the affected Unit, and the obligation secured shall be repayable, without penalty, upon any termination of the Condominium. No mortgagee, as the term is defined in this Declaration, will be considered a Unit Owner by reason of holding such mortgage but *only* in the event legal title is, in fact, vested in such mortgage.
- 6.2. Eligible Mortgagee.
- a. In order to be an "Eligible Mortgagee" and be entitled to the rights set forth in this section or elsewhere in this Declaration, the holder, insurer or guarantor of mortgage encumbering a Unit must provide to the Association a statement of its name, address and Unit mortgaged. Upon receipt of notice from an Eligible Mortgagee, the Secretary of the Executive Board shall instruct the insurer of the Property to add the name of the Eligible Mortgagee to the mortgagee loss payable provision of the hazard insurance policy covering the Property and to provide such Eligible Mortgagee with a Certificate of Insurance showing that the Eligible Mortgagee's name has been so added. The Secretary shall maintain a register of such Eligible Mortgages, showing the names and address of the Eligible Mortgagees.
 - b. An Eligible Mortgagee shall be entitled on written request to receive from the Executive Board a written statement of any delinquent assessments or other defaults by the Unit Owner, copies of any notices of default sent to the Unit Owner and copies of budgets and financial reports sent to the Unit Owner. An Eligible Mortgagee shall be permitted to examine on request, the current Declaration, Bylaws, Rules and Regulations, and records and financial statements of the Executive Board during regular business hours at the Executive Board's office.
 - c. When an Eligible Mortgagee obtains title to the Unit as a result of foreclosure of the Eligible Mortgage, or by deed in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the share of the Common Expenses chargeable to such Unit prior to the date on which title is so acquired.
 - d. The request of an Eligible Mortgagee or its servicer shall specify which of the above items it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Executive Board. The Executive Board need not inquire into the validity of any request made by an Eligible Mortgagee hereunder.

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

ARTICLE VII

RIGHTS OF MORTGAGEES

- 7.1. Rights of Eligible Mortgagees. An Eligible Mortgagee (which by definition includes the insurers or guarantors thereof) shall, upon written request to the Executive Board, which request shall state the name and address of such mortgagee, insurer or guarantor, be entitled to timely written notice of:
- a. Any proposed amendment of the Declaration effecting a change in (i) the boundaries of any Unit or the exclusive Limited Common Elements appertaining thereto; (ii) the interests in the Common Elements or Limited Common Elements appertaining to any Unit; (iii) the liability for Common Expenses appertaining to any Unit; (iv) the number of votes in the Association appertaining to any Unit; (v) the purposes to which any Unit or the Common Elements or Limited Common Elements are restricted; excepting from the foregoing, however, amendments in the ordinary course of converting Convertible Real Estate into Units or Limited Common Elements, withdrawing Convertible/Withdrawable Real Estate, or amendments pursuant to rights reserved by the Declarant in Section 17.l(d) relating to Units then owned by the Declarant; and
 - b. Any proposed termination of the Condominium; and
 - c. Any condemnation loss or any casualty loss which affects a material portion of the Condominium or which affects any Unit on which there is a first mortgage by any such Eligible Mortgagees; and
 - d. Any delinquency in the payment of assessments or charges owed by the owner of a Unit subject to the mortgage of any such Eligible Mortgagee, when such delinquency has continued for a period of sixty (60) days; and
 - e. Any lapse, cancellation or material modification of any insurance policy maintained by the Association.

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

- 7.2. Additional Rights of Eligible Mortgagees. To the extent permitted by applicable law, holders of Eligible Mortgages shall also be afforded the following rights:
- a. Any restoration or repair of the Condominium, after partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Declaration and the Plats and Plans, unless other action is approved by Eligible Mortgagees holding Eligible Mortgages encumbering Units having at least fifty-one percent (51%) of the votes of the Units subject to Eligible Mortgages;
 - b. Except when the formula for reallocation of the Percentage Interest and the Common Elements appurtenant to each Unit after partial condemnation or partial destruction of the Condominium is fixed by applicable law, no reallocation of interest in the Common Elements resulting from partial condemnation or partial destruction of the Condominium may be effective without the prior approval of Eligible Mortgagees holding mortgages on all remaining Units, whether existing in whole or in part, and which have at least fifty-one percent (51%) of the votes of such remaining Units subject to Eligible Mortgages;
 - c. In the event that a professional management firm has been previously required by any Eligible Mortgagee or eligible insurer or guarantor, any decision to establish self-management by the Association shall require the prior consent of the Unit Owners to which at least sixty-seven percent (67%) of the votes in the Association are allocated and the approval of Eligible Mortgagees on the Units having at least fifty-one percent (51%) of the votes of the total number of Units subject to Eligible Mortgages.

ARTICLE VIII

LEASING

- 8.1. Residential Unit Leases. A Unit Owner may lease or sublease his Unit (but not less than his entire Unit) at any time and from time to time provided that: (1) no Unit may be leased or subleased for transient or hotel purposes or for any period less than six (6) months; (2) no Unit may be leased or subleased without a written lease or sublease on a form approved by the Executive Board; (3) no Unit may be leased to other than a "family;" (4) a copy of such lease or sublease shall be furnished to the Executive Board within ten (10) days after execution thereof; and (5) a breach of the Declaration, Bylaws or Rules and Regulations of the Condominium shall constitute a default under the lease or sublease and the lessee or sublessee shall be bound by and subject to the Declaration, Bylaws and Rules and Regulations of the Condominium.
- 8.2. Exceptions. The foregoing restrictions shall not apply to leases made by Declarant or by an Eligible Mortgagee who takes title pursuant to foreclosure.

ARTICLE IX

BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT

- 9.1. Annual Budget. The Executive Board shall prepare an annual Budget for each fiscal year of the Association in accordance with the provisions of the Act. Common Expenses under the Budget shall be allocated in accordance with each Unit's Percentage Interest.
- 9.2. Special 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, 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 Special Assessments against each Unit Owner.
- 9.3. Payments. All Common Expense assessments made in order to meet the requirements of the Association's annual Budget shall be deemed to be adopted and assessed on a monthly basis (rather than on an annual basis payable in monthly installments) and shall be due and payable in advance on the first day of each month. Special assessments and fines shall be due and payable in one or more monthly payments, in advance, on the first day of each month, as determined by the Executive Board. Liability for assessments for Common Expenses and Limited Expenses shall commence with respect to a Unit upon conveyance of that Unit by the Declarant, and Declarant shall have no liability for any assessments prior to such conveyance.
- 9.4. Payment of Common Expenses. The obligation to pay Common Expenses that benefit fewer than all of the Units shall be assessed exclusively against the Units benefited on an equal basis. The Declarant shall be responsible for all costs of the Association until such time as the Executive Board of the Association establishes an assessment against Units. For assessment purposes, a Unit is deemed to be created, and thus subject to the payment of assessments, only upon issuance of an occupancy permit for that Unit or the possession of such Unit, whichever later occurs. Declarant shall not be assessed on unsold Units that have not yet been created, but shall only be responsible for any actual costs incurred by the Association with respect to such Units to which Declarant holds title on an equal basis with Units that are sold and occupied.
- 9.5. Surplus. Any amounts accumulated from assessments and income from the operation of the Common Elements in excess of the amount required for actual expenses and reserves shall be credited to each Unit Owner in accordance with their Percentage Interest, said credits to be applied to the assessments due from said Unit Owners under the next fiscal year's budget.
- 9.6. Limitation on Expenditures. There shall be no structural alterations, capital additions to, or capital improvements on the Common Elements (other than for purposes of repairing, replacing and restoring portions of the Common Elements) requiring an expenditure in excess of ten percent (10%) of the Association's total budget for that fiscal year without the prior approval of two-thirds (2/3) of the Unit Owners.

DECLARATION OF CONDOMINIUM For VILLAS OF ARDEN MILLS

- 9.7. Capital Improvement Fee. Each annual Budget for Common Expenses shall include an amount reasonably considered by the Executive Board to be sufficient as a reserve for replacements, contingencies, capital expenditures and deferred maintenance. To initiate such reserve, the Declarant shall collect from each of its grantees at time of settlement an amount equal to two (2) months Common Expense assessment. In addition, the Executive Board shall have the right to segregate all or any portion of the reserve for any specific replacement or contingency upon such conditions as the Executive Board deems appropriate. The Board may treat such sums as capital contributions or take any other action which it deems to be required by the Internal Revenue Code to obtain the optimum use of said funds.
- 9.8. Accounting. Within one hundred-twenty (120) days after the end of the fiscal year of the Association, the Executive Board shall supply to all Unit Owners an itemized accounting of the Common Expenses for the preceding fiscal year actually incurred and paid together with a tabulation of the amounts collected pursuant to the annual budget or assessments and leases and sales of property owned or managed by the Executive Board on behalf of the Association, showing the net excess or deficit of income over expenditures plus reserves.
- 9.9. Interest and Late Charges. All Common Expense Assessments and Special Assessments shall be subject to a late charge in the amount of four percent (4%) of the overdue assessment, which late charge will be levied as of the fifth (5th) day following the due date for the payment of any such assessments. Sums assessed by the Executive Board against any Unit Owner shall also bear interest thereon at the rate of eight percent (8%) annum or such other rate as may be determined by the Executive Board from the sixtieth (60th) day following the due date of any such assessment. If any assessments are past due for more than sixty (60) days, the Executive Board may accelerate all of the assessment payments due from such Unit Owner for that fiscal year of the Association, and the total amount assessed against the Unit Owner for that fiscal year but not yet paid shall become immediately due and payable.
- 9.10. 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 likewise be treated as Common Expense Assessment adopted and assessed on a monthly basis.
- 9.11. No Exemption or Waiver. No Unit Owner is exempt 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.
- 9.12. Personal Liability of Unit Owners. All sums assessed by the Association as a Common Expense Assessment or Special Assessment, together with late charges and interest thereon, 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 the assessment or other charge on the date on which it is due. Any delinquent Owner shall also be obligated to pay (i) all expenses of the Executive Board, including reasonable attorneys' fees, incurred in the collection of delinquent assessments 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 late charges and interest, all of which shall constitute part of the delinquent assessment and shall be collectible as such.
- 9.13. 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, the successors and assigns of the former Unit Owner and any holder of a Eligible Mortgage who comes into possession of a Unit by Deed in lieu of foreclosure or assignment in lieu of foreclosure.
- 9.14. Liability of Purchaser of Unit for Unpaid Assessments. Notwithstanding the provisions of this Article (but subject to the provisions of Section 3407(c) of the Act), upon the voluntary sale, conveyance or any other

DECLARATION OF CONDOMINIUM For VILLAS OF ARDEN MILLS

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. Notwithstanding the foregoing, any holder of an Eligible Mortgage which comes into possession of a Unit by Deed in lieu of foreclosure or assignment in lieu of foreclosure, shall not be liable for any unpaid assessments for Common Expenses or Limited Expenses, or for fees, charges, late charges, fines and interest charged pursuant to Section 3302(a)(10), (11) and (12) of the Act, which are charges against the Unit taken by such Eligible Mortgagee in lieu of foreclosure, and any such charges may be reassessed by the Executive Board as Common Expense to be collected from all of the Unit Owners (including said Eligible Mortgagee which acquired such Unit in lieu of foreclosure).

ARTICLE X

LIMITATION OF LIABILITY

- 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 Property, or resulting from electricity, gas, water, rain, dust or sand which may leak or flow from the outside or from any part of the building, or from any of its pipes, drains conduits, appliances, or equipment, or from any other place unless in each such instance such injury or damage has been caused by the willful misconduct or gross negligence of the Association or the Executive Board;
 - b. Shall not be liable to the Unit Owners as a result of the performance of the Executive Board members' duties for any mistake of judgment, negligence or otherwise, except as provided in Section **3303(a)** of the Act;
 - 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 buildings, 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.

Indemnification. Each member of the Executive Board, in his capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he is an Executive Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is

DECLARATION OF CONDOMINIUM For VILLAS OF ARDEN MILLS

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

- 10.2. Defense of Claims. Complaints brought against the Association, the Executive Board or the officers, employees or agents thereof in their respective capacities as such, or the condominium as a whole, shall be directed to the Executive Board of the Association, which shall promptly give written notice thereof to the Unit Owners and the holders of any mortgages on Units and such complaints shall be defended by the Association. The Unit Owners and the holders of mortgages on Units shall have no right to participate in such defense other than through the Association.
- 10.3. Insurance. The Executive Board shall obtain insurance to satisfy the indemnification obligation of the Association and all Unit Owners set forth above, if and to the extent reasonably available.

ARTICLE XI INSURANCE

- 11.1. Types and Amounts. The Association shall obtain the following types and amounts of insurance (but in all events all insurance required by §3312 of the Act):
- a. Hazard insurance, with an endorsement for extended coverage, or such other fire and casualty insurance as the Executive Board may determine which provides equal or greater protection for the Unit Owners and the holders of Eligible Mortgages, if any, in each case complying with the applicable requirements of this Article. Such hazard insurance shall, if and to the extent reasonably available, provide coverage of all portions of the Property outside of the Units (including, but not limited to, those portions of the interior and exterior walls of the building not included in the definition of a Unit), and may, at the option of the Executive Board, cover the betterments and improvements to a Unit. Such hazard insurance shall insure against all risks of direct physical loss commonly insured against, including, without limitation, fire, vandalism, malicious mischief, wind, storm and water damage, and debris removal. The Executive Board may also obtain demolition coverage and such other hazard insurance coverage as the Executive Board deems appropriate. If such hazard insurance becomes unavailable in the future, the Executive Board shall obtain such comparable insurance as is then available. The amount of any such hazard insurance obtained pursuant to this Article shall be reviewed annually by the Executive Board, and shall be not less than one hundred percent (100%) of the full insurance replacement value of the Common Elements and Limited Common Elements, without deduction for depreciation (i.e., one hundred percent (100%) of current "replacement cost" exclusive of land, foundation, excavation and other items normal excluded from coverage), with an "agreed amount endorsement" and an "inflation guard endorsement," if available.
 - b. Comprehensive liability insurance, complying with the requirements of this Article, insuring the Unit Owners, in their capacity as owners of the Common Elements and Limited Common Elements and as Association members against any liability to the public or to other Unit Owners, their tenants, invitees or licensees, relating in any way to the ownership and/or use of the Common Elements and Limited Common Elements or 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 any Unit Owner. Limits of liability shall be at least One Million Dollars (\$1,000,000.00) Combined Single Limit covering all claims for personal injury (including medical payments) and property damage. The Executive Board may arrange coverage meeting the requirements of the preceding sentence with such deductibles and umbrella policies as are reasonable for a structure of like site and use located in Washington County. The insurance obtained by the Executive Board shall include protection against water damage liability, liability for non-owned and

DECLARATION OF CONDOMINIUM For VILLAS OF ARDEN MILLS

hired automobiles, liability for property of others, and such other risks as are customarily covered, in such amounts as are deemed appropriate by the Executive Board. The scope and amount of coverage of all liability insurance policies shall be reviewed annually by the Executive Board and may be changed in its discretion, provided that such shall continue to comply with the requirements of this Article.

- c. At the option of the Executive Board, a fidelity bond or insurance coverage against dishonest acts on the part of such persons (including, without limitation, Executive Board and Association members, officers, trustees, agents, employees and volunteers, where such coverage is available for volunteers) responsible for handling funds belonging to or administered by the Association.
- d. Such workers' compensation insurance as applicable law may require.
- e. Insurance to satisfy the indemnification obligation of the Association and all Unit Owners set out in Article X hereof, if and to the extent available.

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

- a. Each Unit Owner shall be an insured party under such policies with respect to loss or liability arising out of his ownership of any undivided interest in the Common Elements and Limited Common Elements or membership in the Association.
- b. All policies shall be written with a company licensed to do business in the Commonwealth of Pennsylvania, if possible, and, for the hazard insurance policy described above, the Executive Board shall endeavor to use a company holding a rating of Class A or better by Best's Insurance Reports, or by an equivalent rating or bureau should Best's Insurance Reports cease to be issued. Exclusive authority to adjust losses under all policies shall be vested in the Association or its authorized representative. Prior to the adjustment of any such loss, the Association shall decide whether, if the Association uses a public adjuster in connection therewith, the proceeds of any applicable insurance policy are likely to be sufficiently increased through the efforts of such adjuster to warrant the additional expense of retraining such an adjuster. If such decision shall be in favor of using a public adjuster, the Association shall retain a public adjuster, licensed as such by the Commonwealth of Pennsylvania, which adjuster shall act solely in the capacity of advisor to the Association's authorized representative.
- c. Such policies shall contain an endorsement waiving all rights of subrogation against the Executive Board, the Association, any managing agent, the Unit Owners and their respective tenants, employees, agents and invitees.
- d. Such policies shall not be canceled, 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 shall cancellation, material modification, invalidation or suspension for any reason be effected without at least thirty (30) days prior written notice to each Unit Owner and all holders of Eligible Mortgages whose names and addresses are on file with the insurer.
- e. Such policies shall not be canceled, invalidated or suspended on account of the conduct of any officer or employee of the Association or any managing agent without a prior demand in writing that the Association or any managing agent without a prior demand in writing that the Association or any managing agent, as the case may be, cure the defect, and without providing a reasonable period of time thereafter in which to cure such defect.
- f. Any "no other insurance" clause in such policies shall not prohibit Unit Owners from obtaining insurance on their individual Units.
- g. The insured under each policy required pursuant to this Article shall be the Association.
- h. Each insurance policy required to be carried by the Association pursuant to this Article shall be endorsed to provide that all proceeds shall be payable to the Association.
- i. Coverage may not be prejudiced by: (1) any act or neglect of one or more Unit Owners 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 condominium property 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 (1) without the prior written approval of the Association; or (2) when in conflict with any requirement of law.
- k. Insurance coverage obtained and maintained by the Association pursuant to the requirements of this Article may not be brought into contribution with insurance purchased by Unit Owners or their mortgages.
- l. In the event that any of the requirements of this Article become unenforceable because of changes in applicable laws or regulations affecting the insurance industry, or become unavailable due to unreasonable expense or changes in the insurance market, such provisions shall each be deemed severable and may be temporarily or permanently eliminated by the Executive Board upon receipt of a written opinion from an independent insurance agent or other consultant stating the basis why such insurance requirement is not enforceable or available, as the case may be. At least sixty (60) days prior to taking any such action, the Executive Board shall give written notice to each Unit Owner and Eligible Mortgagee who has registered with the Association and such action may be blocked by written petition or referendum of a majority of the Unit Owners or the written objection of Eligible Mortgagees holding mortgages on at least fifty-one percent (51%) of the Units. Nothing contained in this paragraph shall be deemed to limit any requirements of Article VII hereof, and in the event of an inconsistency, Article VII shall prevail.

11.3. Unit Owner Insurance.

- a. The Executive Board shall have the power to establish reasonable maximum limits for such coverage and to require all Unit Owners to carry such other types of insurance on their Units as the Executive Board may reasonably require, including, without limitation, the inside surfaces of Demising Walls, ceilings and floors, and the contents of the Units. All insurance carried by Unit Owners all comply with the provisions of this Section and shall be carried with insurance companies satisfying the requirements of this Article.
- b. All additional insurance obtained by any Unit Owner shall be at his own expense; PROVIDED, HOWEVER, that: (1) such policies shall not be invalidated by the waivers of subrogation contained in this Declaration; and (2) no Unit Owner shall be entitled to exercise the right to maintain insurance coverage in such a way as to decrease the amounts which the Association may realize under any insurance policy which the Association may have in force on the Property at any particular time.
- c. Any Unit Owner who obtains an individual insurance policy covering any portion of the Property other than the individual Unit of such Unit Owner or personal property belonging to such Unit Owner, shall be required to file a copy of such individual policy with the Association within thirty (30) days after purchase of such insurance.

ARTICLE XII
CONDEMNATION

If all or any part of the Common Elements shall be taken, injured or destroyed by eminent domain, the Executive Board shall act on behalf of the Association and Unit Owners to negotiate and obtain an award of damages for such taking, which award shall be payable to the Association as trustee for all of the Unit Owners and their mortgagees. After such determination, each Unit Owner shall be entitled to a share of the damages equal to the Percentage Interest in the Common Elements appurtenant to his Unit. The Unit Owners directly affected by any such taking shall represent and negotiate for themselves with respect to damage awards for their respective Units.

ARTICLE XIII
TERMINATION

- 13.1. Means of Termination. The Condominium may be terminated in the following manner:
- a. By Statute. As provided by the Act.
 - b. Destruction. In the event there is substantial destruction of all of the buildings and eighty percent (80%) of the Unit Owners directly affected by said destruction and by Eligible Mortgagees who represent fifty-one percent (51%) of the votes of the Units that are subject to Eligible Mortgages, voting as in all other instances, shall duly resolve not to proceed with repair or restoration, then and in that event, the Condominium form of ownership will be thereby terminated. The determination not to reconstruct after casualty shall be evidenced by a certificate of the Executive Board executed by the President and Secretary certifying as to the facts affecting the termination, which certificate shall become effective upon being recorded in the public records of Washington County, Pennsylvania.
 - c. General Provisions. The termination of the Condominium shall be evidenced by a certificate of the Executive Board executed by its President and Secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the public records of Washington County, Pennsylvania. When the Property has been removed from the provisions of the Act, the former Unit Owners shall, at the time such removal becomes effective, become tenants in common of the Property, and the holders of mortgages, judgments and other liens against the Unit or Units formerly owned by such Unit Owners shall have mortgages, judgments and liens upon the respective undivided common interests of the Unit Owners in the entire Property. The undivided interest in the Property owned in common which shall appertain to each Unit Owner following such removal shall be in the same proportion of the fair market value of such Unit Owner's interest to the fair market value of the interest of all Unit Owners determined in accordance with **Section 3220** of the Act. All funds held by the Executive Board and all insurance proceeds, if any, shall be and continue to be held for the Unit Owners in proportion to the amount of their respective Percentage Interests determined as aforesaid in accordance with **Section 3220** of the Act. The costs incurred in connection with such termination shall be a Common Expense.
 - d. Removal from Act. If the Property shall be removed from the provisions of the Act, then the Property may be subject to an action for partition by any Unit Owner or lienor as if owned in common in which event the net proceeds of sale shall be divided among all the Unit Owners in proportion to the fair market value of their respective Interests determined in accordance with **Section 3220** of the Act; provided, however, that no payment shall be made to a Unit Owner until there has first been paid from his share of such net proceeds all liens or charges on *his* Unit. Such removal of the Property from the provisions of the Act shall not preclude its subsequent submissions to the provisions thereof in accordance with the terms of the Act or in the alternative, the Act, if appropriate.

ARTICLE XIV
DECLARANT'S RIGHTS

- 14.1. Election of Board. Election of the members of the Executive Board shall be subject to the following conditions:
- a. Until the sixtieth (60th) day after conveyance of twenty five percent (25%) of the Units to Unit Owners other than Declarant, Declarant shall have the right to appoint and remove any and all officers and members of the Executive Board.

DECLARATION OF CONDOMINIUM For VILLAS OF ARDEN MILLS

- b. Not later than sixty (60) days after conveyance of twenty five percent (25%) of the Units to Unit Owners other than Declarant, one of the members of the Executive Board shall be elected by Unit Owners other than Declarant.
 - c. Not later than the earlier of (i) seven (7) years after the date of the recording of this Declaration, or (ii) One hundred eighty (180) days after seventy-five percent (75%) of the Units which may be constructed on the Property have been conveyed to Unit Owners other than Declarant, all members of the Executive Board appointed by Declarant shall resign, and the Unit Owners (including Declarant to the extent of Units owned by Declarant) shall elect a new Executive Board.
 - d. Declarant may remove and appoint replacements for any members of the Executive Board appointed by the Declarant. Declarant may not unilaterally remove any members of the Executive Board elected by Unit Owners other than Declarant.
- 14.2. Master Associations. Declarant reserves the right to make this a master association or part of a master association.
- 14.3. Merger. Declarant reserves the right to merge or consolidate the Condominium.
- 14.4. Declarant's Use for Sales Purpose. Declarant shall have the right to maintain sales offices, management offices and models for use in connection with the sale and leasing of Units in the condominium. Declarant reserves the right to place models, management offices and sales offices on any portion of the Common Elements in such manner, of such size and in such locations as Declarant deems appropriate or to use any Unit for such purposes. Declarant may from time to time relocate models, management offices and sales offices to different locations within the Common Elements. Upon the relocation of a model, management office or sales office constituting a Common Element, Declarant may remove all personal property and fixtures therefrom. Any fixtures not so removed shall be deemed Common Elements, and any personal property not so removed shall be deemed the property of the Association. There shall be no more than one office at a time and it shall not be larger than a Unit.
- 14.5. Signs. Declarant shall have the right to maintain on the Property such advertising signs as Declarant in its sole discretion may deem appropriate to advertise the sale and/or leasing of Units, provided that such signs comply with applicable governmental requirements. Declarant may from time to time relocate such advertising signs. Declarant and any successor in interest, including the Association, shall have the right to erect and maintain signs to advertise the entrance to the Condominium.

ARTICLE XV

CONVERTIBLE/WITHDRAWABLE AND ADDITIONAL REAL ESTATE

- 15.1. Reservation of Option to Convert Convertible Real Estate. The Declarant hereby reserves an option until the seventh (7th) anniversary of the recording of this Declaration to convert all or any portion of the Convertible Real Estate into Units, Limited Common Elements or any combination thereof from time to time in compliance with Section 3211 of the Act without the consent of any Unit Owner or any mortgagee. This option to convert may be terminated prior to such anniversary only upon the filing of an amendment to this Declaration by the Declarant.
- 15.2. Reservation of Option to Contract the Condominium. The Declarant hereby reserves an option until the seventh (7th) anniversary of the recording of this Declaration to contract the Condominium from time to time in compliance with **Section 3212** of the Act by the removal from the condominium form of ownership any or all of the portions of Convertible/Withdrawable Real Estate without the consent of any Unit Owner or any mortgagee. This option to contract the condominium may be terminated prior to such anniversary only upon the filing of an amendment to this Declaration by the Declarant.
- 15.3. Reservation of Option to Expand the Condominium. The Declarant hereby reserves an option until the seventh (7th) anniversary of the recording of this Declaration to expand the Condominium from time to time in compliance with **Section 3211** of the Act without the consent of any Unit Owner or any mortgagee by the addition of Additional Real Estate to the Condominium. This option to expand the Condominium may be terminated prior to such anniversary only upon the filing of an amendment to this Declaration by the Declarant.

- 15.4. Assurances with Respect to Convertible/Withdrawable Real Estate and Additional Real Estate.
- a. Effect of Withdrawal of Convertible/Withdrawable Real Estate. The withdrawal of Convertible/Withdrawable Real Estate from the Condominium form ownership shall have the effect of terminating the ownership interest of all Unit Owners in the portion of Convertible/Withdrawable Real Estate so withdrawn.
 - b. Limitations on Option to Convert or Withdraw Convertible/Withdrawable Real Estate or to add Additional Real Estate. Except as provided herein or as may be created by or imposed pursuant to law, there are no limitations on the Declarant's option to convert or withdraw Convertible Real Estate and Withdrawable Real Estate or to add Additional Real Estate.
 - c. Effect of Conversion, or Withdrawal, or Addition of Real Estate on Common Element Interest and Common Expense Liability.
 - (i) The withdrawal by the Declarant of any or all of the portions of Convertible/Withdrawable Real Estate will have no effect on the relative Common Element interest, relative voting strength in the Association or relative common expense liability appurtenant to each Unit.
 - (ii) The conversion by the Declarant of any or all portions of Convertible Real Estate into additional Units or the addition of Additional Real Estate with additional Units will decrease the Percentage Interest appurtenant to each Unit, and thus decrease the percentage of the relative Common Element interest, the relative voting strength and relative Common Expense Liability appurtenant to each Unit in accordance with the following formula:
$$\frac{100}{A} = B\%$$

A

where "A" equals the total number of units; and "B%" equals the new Percentage Interest, relative voting strength in the Association and common expense liability of each Unit. The final Percentage Interest appurtenant to each Unit will depend on the number of additional Units created in the Convertible Real Estate and Additional Real Estate.
 - d. Time and Sequence and Boundaries or Portions of Conversion or Withdrawal or Addition of Real Estate.
 - (i) Any portion of the Convertible Real Estate or Withdrawable Real Estate or Additional Real Estate may be converted or withdrawn or added at any time during the seven (7) year option period.
 - (ii) The Declarant makes no assurances with respect to the fixing of boundaries or the sequence or order of conversion or withdrawal or addition of the Convertible Real Estate or Withdrawable Real Estate or Additional Real Estate.
 - (iii) If any portion of Convertible Real Estate or Withdrawable Real Estate or Additional Real Estate is converted or withdrawn, none of the remaining portions of Convertible Real Estate or Additional Real Estate or Withdrawable Real Estate must be converted or withdrawn or added.
 - e. Number of Units. If the Declarant elects to convert all of the Convertible Real Estate, the maximum number of Units on the Convertible Real Estate as an aggregate will be no more than eighty-eight (88) Units, with an average overall density of no more than 4.0 Units per acre. If Additional Real Estate is added, more Units will be created; however the average all density of Phase I, Convertible Real Estate and Additional Real Estate will not exceed 4.0 Units per acre.
 - f. Restriction to Residential Use. All of the Units which may be created within all portions of the Convertible Real Estate and Additional Real Estate will be restricted exclusively to residential use.

- g. Nature of Units Created Within Convertible Real Estate or Additional Real Estate. The Declarant makes no assurances with respect to the architectural style, quality of construction, principal materials that may be employed in construction or the size of any Units which may be created within any portion of the Convertible Real Estate or Additional Real Estate, except that the Declarant does assure that all future improvements will be consistent with the initial improvements in terms of quality of construction.
- h. Use, Occupancy and Alienation of Units Created Within Convertible Real Estate or Additional Real Estate. Any and all restrictions contained in this Declaration affecting use, occupancy and alienation of Units will apply to all Units which may be created within any portion of the Convertible Real Estate or Additional Real Estate.
- i. Improvements, Common Elements and Limited Common Elements. The Declarant makes no assurances with respect to any improvements, Common Elements or Limited Common Elements which may be created upon or within any portion of the Convertible Real Estate or Additional Real Estate.
- j. Location of Buildings or other Improvements. The Declarant makes no assurances with respect to the locations of any buildings or other improvements which may be constructed or made within any portion of the Convertible Real Estate or Additional Real Estate that is covered or added, except that future improvements will be consistent with the initial improvements in terms of structure type and quality of construction.
- k. Nature and Size of Limited Common Elements. The Declarant makes no assurances with respect to the type, nature, or size of any Common Elements or Limited Common Elements which may be created within any portion of the Convertible Real Estate or Additional Real Estate.
- l. The Proportion of Common Elements and Limited Common Elements to Units. The Declarant makes no assurances with respect to whether the proportion of Common Elements or Limited Common Elements to Units created within any portion of the Convertible Real Estate or Additional Real Estate will be approximately equal to, less than, or greater than the proportion of Common Elements or Limited Common Elements to Units within any other parts of portions of the Condominium.
- m. Assurances with Respect to Withdrawable Real Estate. Any assurances made in the Declaration with respect to the Convertible Real Estate or Additional Real Estate does not apply to any portion of real estate which is not converted but is withdrawn as Withdrawable Real Estate.

ARTICLE XVI
ARBITRATION

Any disputes arising concerning the interpretation of this Declaration shall be submitted to binding arbitration before a single arbitrator. The rules of the American Arbitration Association shall govern all such proceedings and this shall be common law arbitration pursuant to the provisions of 42 Pa.C.S.A. §7341 or successor legislation.

ARTICLE XVII
AMENDMENT OF DECLARATION

- 17.1 In General. Subject to the other provisions of this Declaration relative to amendment, particularly with respect to Convertible/Withdrawable and Additional Real Estate, this Declaration and the Declaration Plans may be amended in the following manner:

DECLARATION OF CONDOMINIUM For VILLAS OF ARDEN MILLS

- a. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
- b. Resolution. An amendment may be proposed by either the Executive Board or by twenty percent (20%) of the Unit Owners. A resolution adopting a proposed amendment must bear the approval of sixty-seven percent (67%) of the Unit Owners. Owners not present at the meetings considering the amendment may express their approval, in writing, or by proxy, given before such meeting was held.
- c. Agreement. In the alternative, an amendment may be made by an agreement signed and acknowledged by sixty-seven percent (67%) of the record owners of the Units in the Condominium in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the public records of Washington County, Pennsylvania.
- d. Proviso. Provided, however, that no amendment shall discriminate against any Unit Owner nor against any Unit or class or group of Units unless the Unit Owners and mortgagees so affected shall consent; no amendment shall change any Unit nor the percentage share in the Common Elements or Limited Common Elements, and any other of its appurtenances not increase the Unit Owner's share of the Common Expenses unless the owner of the Unit concerned and the Eligible Mortgagee with respect thereto shall join in the execution of the amendment (except as such Percentage Interest in the Common Elements and Common Expenses may be decreased by the creation of additional Units in the Convertible Real Estate as permitted hereby), and further, except to the extent permitted by applicable law, no amendment shall change any of the provisions governing the following without the approval of holders of Eligible Mortgages encumbering at least fifty-one percent (51%) of the Units which are encumbered by Eligible Mortgages: (i) voting rights; (ii) increases in assessments that raised the previously assessed amount by more than twenty-five percent (25%), assessment liens, or their priority of assessment liens; (iii) reductions in reserves for maintenance, repair and replacement of Common Elements; (iv) responsibility for maintenance and repairs; (v) reallocation of interests in Common Elements or Limited Common Elements or rights to their use; (vi) redefinition of any Unit boundary; (vii) convertibility of Units into Common Elements or vice versa; (viii) expansion or contraction of the Property or the addition, annexation or withdrawal of property to or from the Property, except in accordance with the phased legal development involving the creation of Units within the Convertible Real Estate; (ix) hazardous or fidelity insurance requirements; (x) imposition of any restrictions on the leasing of Units; (xi) imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit; (xii) restoration or repair of the Property (after damage or partial condemnation) in a manner other than specified in Declaration; or (xiii) any provisions which are for the express benefit of Eligible Mortgagees or eligible insurers or guarantors of Eligible Mortgages on the Units. Notwithstanding the provisions of Article XIII hereof, the Condominium may not be terminated for any reason other than substantial destruction or condemnation of the Condominium Property, without the approval of holders of Eligible Mortgages encumbering at least sixty-seven percent (67%) of the Units which are subject to Eligible Mortgages. No amendment of this Declaration shall make any change which would in any way affect any of the rights, privileges, powers, and options of the Declarant unless the Declarant shall join in the execution of such amendment. Notwithstanding the foregoing, the Declarant reserves the right to change the location, interior design, and arrangement of all Units and to alter the boundaries between Units, subdivide Units as well as to combine Units so long as Declarant owns all the Units so changed or altered. Such changes or alterations shall be reflected by an Amendment to this Declaration and the Declaration Plans, and said Amendment need only be executed by Declarant and the holders of any Eligible Mortgages on said Units. If more than one Unit is converted, the Percentage Interests of the Units affected shall be duly apportioned. If, in the judgment of the Executive Board, any amendment is necessary to cure any ambiguity or to correct or supplement any provision of the Declaration, or the Plats and Plans which is ineffective or inconsistent with any other provision hereof or thereof or with the Act, or applicable provisions of the Act, or to change, correct or supplement anything appearing or failing to appear in the Plat and Plans which is incorrect, defective or similarly inconsistent, or if any such amendment is necessary to conform to the then-current requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or the Federal Housing Administration with respect to condominium projects, the Executive Board may effect

DECLARATION OF CONDOMINIUM For VILLAS OF ARDEN MILLS

an appropriate corrective amendment without the approval of Unit Owners or the Eligible Mortgagees upon its receipt of an opinion from independent counsel that the proposed amendment is permitted by the terms of this sentence, together with a like opinion from an independent registered architect or licensed professional engineer in the case of any such amendment to the Declaration Plans. Each such amendment shall be effective upon the recording thereof in the Recorder's Office of Washington County, or any successor thereto, of an appropriate instrument setting forth the amendment and its adoption, duly executed and acknowledged by the appropriate officer of the Executive Board.

- (e) Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Executive Board with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the public records of Washington County, Pennsylvania.
- 17.2. Effective Dates. Each such amendment shall be effective upon the recording of an appropriate instrument setting forth the amendment and its due adoption, execution and acknowledgment by one or more officers of the Executive Board.
- 17.3. Deemed Approval of Mortgagee. If any amendment acquires the approval of an Eligible Mortgagee and such Eligible Mortgagee fails to submit a response to any written proposal for an amendment within thirty (30) days after the Eligible Mortgagee receives proper notice of the proposal, the required approval of such Eligible Mortgagee may be assumed, provided that the notice was delivered by certified or registered mail, with a "return receipt."

ARTICLE XVIII GENERAL

- 18.1. Enforcement. Enforcement of this Declaration shall be by any proceeding at law or in equity against any person or person violating or attempting to violate any covenant, condition, or restriction, imposed by this Declaration either to restrain violation or to recover damages, or to collect any charges or damages, and failure by any Owner to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter. Before an individual Owner may act to enforce any provisions of this Declaration against the other Owner, written notice must be given.
- 18.2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions.
- 18.3. Captions. Captions are for convenience and reference only and are in no way to be construed as defining, limiting or modifying the scope or intent of the various provisions of this Declaration.
- 18.4. Gender. As used in this Declaration, the word person shall mean and include where appropriate, an individual, corporation, partnership or other entity; the plural shall be substituted for the singular and the singular for the plural where appropriate and words of any gender shall mean to include any other gender.
- 18.5. Exhibits. The following Exhibits are attached:
 - A. Final Description of the Condominium If All Convertible/Withdrawable Phases Are Included
 - B. Phase 1 Legal Description
 - C. List of Easements and Licenses
 - D. Convertible/Withdrawable Real Estate Property Description

DECLARATION OF CONDOMINIUM For VILLAS OF ARDEN MILLS

- E. Additional Real Estate Property Description
- F. Plats and Plans
- G. Percentage Interest Table

NINTH AND TENTH AMENDMENTS TO DECLARATION OF CONDOMINIUM FOR VILLAS OF ARDEN MILLS

SUBJECT

WHEREAS, this 14th of February 2011, the Villas of Arden Mills desires to amend Article VIII of the Declaration with regard to the right of Unit Owners to lease or sublease their Unit.

WHEREAS, the Villas of Arden Mills also desires to amend Article II and Article V of the Declaration with regard to the right of Unit Owners to install sun tunnels in their Unit.

BACKGROUND

WHEREAS, pursuant to a certain Declaration of Condominium dated April 24, 2006, executed by Hawthorne Arden, L.P., a Pennsylvania Limited Partnership ("Declarant") and recorded in the Recorder's Office of Washington County, Pennsylvania, at Instrument No. 200611212 (the "Declaration"), Declarant submitted to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S.A. § 3101 et seq. (the "Act") certain real estate described in Exhibit "A" to the Declaration and created a flexible condominium known as "Villas of Arden Mills" (the "Condominium") creating Phase 1, with Phase 2 created pursuant to the First Amendment to Declaration of Condominium recorded in the Recorder's Office of Washington County, Pennsylvania, at Instrument No. 200628595, with Phase 3 created pursuant to the Second Amendment to Declaration of Condominium recorded in the Recorder's Office of Washington County, Pennsylvania at Instrument No. 2007049418, with Phase 4 created pursuant to the Third Amendment to Declaration of Condominium recorded in the Recorder's Office of Washington County, Pennsylvania, at Instrument No. 200721705, with Convertible/Withdrawable Real Estate created from Additional Real Estate pursuant to the Fourth Amendment to Declaration of Condominium recorded in the Recorder's Office of Washington County, Pennsylvania at Instrument No. 200810152, with Phase 5 created pursuant to the Fifth Amendment to Declaration of Condominium recorded in the Recorder's Office of Washington County, Pennsylvania, at Instrument No. 200809996, with Phase 6 created pursuant to the Sixth Amendment to Declaration of Condominium recorded in the Recorder's Office of Washington County, Pennsylvania, at Instrument No. 200915393, with Phase 7 created pursuant to the Seventh Amendment to Declaration of Condominium recorded in the Recorder's Office of Washington County, Pennsylvania, at Instrument No. 200936277, and with Phase 8 created pursuant to the Eighth Amendment to Declaration of Condominium recorded in the Recorder's Office of Washington County, Pennsylvania, at Instrument No. 201019653.

WHEREAS, the Villas of Arden Mills Condominium was made subject to the Pennsylvania Uniform Condominium Act (68 PA C.S. §3101 et seq.) (the "Act") by Article I, Section I.1 of the Declaration.

WHEREAS, the Declaration currently permits Unit Owners to lease or sublease their Unit subject to certain restrictions.

WHEREAS, the Executive Board has determined it to be in the best interest of the Association, to amend the Declaration with regard to the right of Unit Owners to lease or sublease their Unit.

WHEREAS, the Declaration currently prohibits Unit Owners from installing sun tunnels in their Unit.

WHEREAS, the Executive Board has determined it to be in the best interest of the Association, to permit Unit Owners to install sun tunnels in their Unit.

WHEREAS, an amendment to the Declaration may be accomplished by an amendment in

DECLARATION OF CONDOMINIUM For VILLAS OF ARDEN MILLS

accordance with Article XVII of the Declaration, by a vote of at least sixty-seven percent (67%) of the Unit Owners.

WHEREAS, At the time the following amendments are recorded in the Office of the Recorder of Deeds for Washington County, they shall have been approved by the at least sixty- seven percent (67%) of the Unit Owners as attested by the President of the Executive Board of the Association.

WHEREAS, the Condominium is currently comprised of the parcels as set forth in "Exhibit 1" attached hereto.

NOW THEREFORE, pursuant to Article XVII, the Declaration of Condominium for the Villas of Arden Mills Condominium is hereby amended as follows:

1. Article VIII (8.1) and (8.2) shall be deleted, and replaced with the following:
 - 8.1 Rental Restriction. Notwithstanding any provision herein to the contrary, no Unit Owner shall enter into a lease, sublease, rental agreement or other similar conveyance of his Unit, except in cases of undue hardship approved by the Executive Board as set forth in Section 8.2.
 - 8.2 Undue Hardship. The Executive Board shall be empowered to allow reasonable leasing of Units upon written application in order to avoid undue hardship on a Unit Owner. In the event a Unit Owner, due to medical or health reasons or other justifiable cause constituting a hardship, shall be unable to occupy his Unit and based on said hardship desires to lease his Unit, the Unit Owner shall make a written application to the Executive Board which may, by majority vote and subsequent to a review of the application, grant to the Unit Owner an exception to the general restriction on leasing. A lease approved by the Executive Board under this provision shall comply with the following: (1) The lease shall not permit subleasing or assignments; (2) No Unit may be leased for transient or hotel purposes or for any period less than six (6) months; (3) No Unit may be leased without a written lease agreement on a form approved by the Executive Board; (4) No Unit may be leased to other than a "family"; (5) A copy of the lease shall be furnished to the Executive Board within ten (10) days after execution thereof; (6) A breach of the Declaration, Bylaws or Rules and Regulations of the Condominium shall constitute a default under the lease and the lessee shall be bound by and subject to the Declaration, Bylaws and Rules and Regulations of the Condominium.
 - 8.3 Current Leases. Leases that are in existence prior to the time the Rental Restriction set forth in Section 8.1 is adopted shall not be impaired, but shall be permitted to continue for the duration of the Lease term, not including renewals or extensions. Leases that are in existence prior to the time the Rental Restriction set forth in Section 8.1 is adopted shall not be renewed or extended.
2. All other provisions of the Declaration, not inconsistent herewith, shall remain in full force and effect and are unchanged hereby.

NOW THEREFORE, pursuant to Article XVII, the Declaration of Condominium for the Villas of Arden Mills Condominium is hereby further amended as follows:

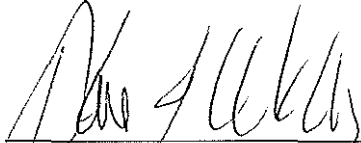
1. The first sentence of Article V (5.1) (h), is deleted, and replaced with the following: Architectural Controls. Installations which extend beyond the boundaries of the Unit into the Common Elements are not permitted, except for the installation of sun tunnels provided that the provisions of Section 5.2 are adhered to.
2. The Article II (2.7) (b), shall be amended to include the following provision: The costs of maintenance and repairs of all sun tunnels installed in a Unit shall be the responsibility of the Owners of the Units to which said sun tunnels are installed.

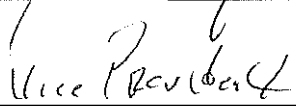
DECLARATION OF CONDOMINIUM For VILLAS OF ARDEN MILLS

3. All other provisions of the Declaration, not inconsistent herewith, shall remain in full force and effect and are unchanged hereby.

IN WITNESS WHEREOF, the undersigned, Anthony Maggio, President of the Executive Board of the Villas of Arden Mills Condominium, attests that these Amendments to the Declaration have been adopted and executed in accordance with the requirements of Article XVII of the Declaration.

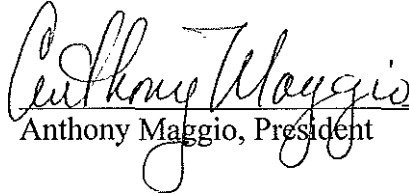
**EXECUTIVE BOARD VILLAS OF
ARDEN MILLS**



Attest:


Vice President

Title:



Anthony Maggio, President

DECLARATION OF CONDOMINIUM For VILLAS OF ARDEN MILLS

Villas of Arden Mills Condominium Association

Insurance Deductible Resolution

WHEREAS, the "Act", Declaration and the By-Laws, Article III, Section, 3.1, provide the Board of Directors the power and duty to establish reasonable Insurance coverage, compliance and consistency, and

WHEREAS, the Association through the Board shall maintain a policy or policies, said policy and or policies will contain a "deductible" provision in an amount determined by the Board, and insure the property, buildings and other insurable elements and,

WHEREAS, the Association's Hazard Insurance Policy has a \$2,500.00 deductible, the Association does not intend to pay this deductible for any unit or units.

THEREFORE, BE IT RESOLVED that the \$2,500.00 insurance deductible associated with the Association's Hazard Policy per occurrence will be the responsibility of the unit owner or owners and the owner's HO-6 Policy.

This resolution is made effective this.

ATTEST:

Board President

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