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DECLARATION

EXCEL CENTRE I

PREAMBLE

Norla, Inc., a Pennsylvania Corporation, has constructed the Building on the Land it owns and has entered into certain Agreements of Sale with Purchasers for sale and purchase of Condominium Units. Units will be conveyed by Norla, Inc., to the Purchasers as Condominium Units pursuant to said Agreement of Sale. Pursuant to the foregoing, Norla, Inc., executed this Declaration of Condominium.

ARTICLE I

SUBMISSION: DEFINED TERMS

Section 1. Declarant; Property; County; Name.

Norla, Inc., a Pennsylvania Corporation, owner in fee simple of the Land described in Exhibit "A", attached hereto, located in the Township of Cranberry, Butler County, Pennsylvania, hereby submits the Land and Building, together with all easements, rights, and appurtenances thereunto belonging ("Property") to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. §3101, et seq, ("Act"), and hereby creates with respect to the Property a Condominium, to be known as "Excel Centre I".

Section 2. Easements.

The Land is so submitted:

A. Subject to all covenants, conditions, provisions, easements, and restrictions of record, including utility easements and rights of way situate on the real estate set forth on Exhibit "A" attached hereto

B. Subject to all applicable Cranberry Township Ordinances.

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RECORDER OF DEEDS  
REGISTER OF WILLS  
BUTLER COUNTY  
FEB 17 2 01 PM '05  
FEE \$22.50

ARTICLE II

BUILDING ON THE LAND: UNIT BOUNDARIES

Section 1.           Location of Building.

The location, dimensions, and area of the Buildings are shown on Plat No. 1, attached hereto.

Section 2.           Units and Percentage Interests Common Elements

The location of Units within the Building is shown on the Plans, attached hereto. Set forth in Exhibit "B" is a list of all Units and their corresponding undivided percentage interest in the Common Elements. The percentage interest of each Unit is divided equally among all Units. The Common Expense Liability shall be apportioned on the basis of the percentage interest of each Unit in the Common Element. Percentage Interests shall not be changed except by an amendment to this Declaration executed by all Unit Owners affected thereby. The total undivided interest in Common Elements assigned to all Units shall at all times aggregate one hundred percent (100%).

The locations of the Common Elements to which each Unit has direct access are shown on the Plats and Plans; balconies, terraces, and fences, if any, shown adjacent to any Unit are Limited Common Elements appurtenant to such Unit.

Section 3.           Voting, Assessment.

At any meeting of Unit Owners, each Unit Owner shall be entitled to one vote for each Unit.

Common Charges shall be assessed against each Unit in accordance with voting rights -- that is, an equal amount for each Unit.

Section 4. Unit Boundaries.

Each Unit consists of the space within the following boundaries:

A. Upper and Lower (Horizontal) Boundaries:

The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with vertical boundaries.

1. Upper Boundary: The horizontal plane of the bottom surface of the concrete ceiling slab or wooden surface constituting the ceiling of the Unit.

2. Lower Boundary: The horizontal plane of the top surface of the concrete slab or wooden surface constituting the floor of the Unit.

B. Vertical Boundaries:

The vertical boundaries of the Unit shall be the vertical planes, extended to intersections with the upper and lower boundaries, formed by the Unit-side surface of the walls which surround the Unit.

C. If any chute, flue, duct, wire, conduit, bearing wall, window, door bearing column, or other fixture or structural element lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element allocated solely to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements.

D. Subject to the provisions of Paragraph D. above, all spaces, interior partitions, and other fixtures and improvements within the boundaries of a Unit are a part of the Unit. Interior partitions may be moved or removed only upon prior written approval of the Association, which shall not be withheld unreasonably. In the event a Unit Owner does move, remove, or replace any interior partitions, no amendment of the Plats and Plans shall be necessary.

Section 5. 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 Limited Common Elements shall be maintained and repaired by each Unit Owner and the Common Elements by the Association in accordance with the provisions of §3307 of the Act. All expenses associated with the maintenance, repair, and replacement of a Limited Common Element shall be paid by the Unit Owners, to which such Limited Common Element was assigned at the time the expense was incurred. If such Limited Common Elements are not kept in good repair, the Association may do so and charge the cost thereof plus a 10 Percent (10%) service fee against the Unit Owner as a common expense.

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ARTICLE III

USE RESTRICTIONS

Section 1. Use, Purposes, and Restrictions.

The uses of the Property, and the purposes for which the Building and each of the Units thereon and Common Elements are intended, shall be in accordance with the following provisions:

1. Use of Units.

A. Each Unit shall be used solely as a commercial unit.

B. Unit Owners may lease their individual Units. Any lease of a Unit shall be in writing and shall have a clause that makes any breach of the rules and regulations contained in any of the Condominium Documents a breach of said lease, and any lease, in excess of one year, must be pre-approved by the Association; such approval not to be unreasonably withheld.

2. Storage Use; Insurance Rates.

Nothing shall be done or kept in any Unit or the Common Elements which might increase the rate of insurance coverage for the Building or the contents thereof beyond the normal rates applicable for commercial units without prior written consent of the Association.

3. Offensive Activities.

No noxious or offensive activities shall be carried on in any Unit or in the Common Elements nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other Unit Owners or occupants.

4. Structural Integrity.

Nothing shall be done to any Unit, or on, or in the Common Elements which will impair the structural integrity of the Building or which will structurally change the Building.

5. Use of Common Elements.

The Common Elements shall be used only for the furnishing of the services and facilities for which they were intended and are reasonably suited and which are incidental to the use and occupancy of the Units.

6. Powers of Executive Board to Enforce.

The Executive Board shall have the power to make such rules and regulations as may be necessary to carry out the intent of these use restrictions, and shall have the right to bring law suits to enforce the rules and regulations promulgated by the Association.

ARTICLE IV

EASEMENTS

Section 1. Utility Easements - Right of Entry.

The Units and Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant and 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 or the neighboring properties.

Section 2. Encroachments and Support.

Each Unit, and the property included in the Common Elements shall be subject to an easement for encroachments created by construction, settling, and overhands as designed or constructed. A valid easement for said encroachments and for the maintenance of same, so long as they stand, shall and does exist.

Section 3. Pedestrian Easements.

There is hereby created an easement for a pedestrian right-of-way over and across the Common Elements, for the purpose of pedestrian passage by all persons lawfully upon the Common Elements. An easement is hereby reserved to Declarant to enter the Common Elements to construct and maintain such facilities and perform such operations as may be reasonably required, convenient or incidental to the construction of the Building, provided nothing herein shall be deemed to increase the obligations of the Declarant hereunder.

Section 4. Emergencies, Repair.

There is hereby granted a blanket easement to the Association or its officers, agents, and employees, to any manager employed by or on behalf of the Association and to all policemen, firemen, ambulance, governmental, and utility company personnel and all other similar persons to enter upon the Property or any part thereof in the proper performance of their respective duties and for repair and maintenance of Common Elements and Limited Common Elements.

Section 5. Pipes, Ducts, Cables, Wires, Conduits, Public Utility Lines, and Other Common Elements Located Inside Units.

Each Unit Owner shall have an easement in common with the other Unit Owners to use all pipes, wires, ducts, cables, conduits, public utility lines, and other Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of all the other Unit Owners to use the pipes, ducts, cables, wires, conduits, public utility lines, and other Common Elements serving each other Unit and located in such Unit.

Section 6. Easements for Access to Neighboring Units.

Declarant reserves an easement on and over those portions of the Common Elements constituting the improved traffic lanes on the Property which shall include the right of vehicular and pedestrian ingress and egress necessary for access to Excel Centre I from the public roadways. Maintenance of the affected traffic lanes shall remain the responsibility of the Unit Owners of Excel Centre I.

ARTICLE V

POWERS OF ASSOCIATION, RESERVES, ASSESSMENTS

Section 1. Reserve Accounts.

The Association shall have the power to create working capital, reserve for replacement, and contingency accounts, and to assess the Unit Owners for contributions to the said accounts.

Section 2. Exterior Maintenance.

In addition to maintenance upon the Common Elements, the Association shall as a Common Expense provide exterior maintenance upon the Building as follows: Paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, and other exterior improvements.

Section 3. Assessment of Charges.

All sums assessed by resolutions duly adopted by the Association against any Unit for the share of Common Expenses chargeable to that Unit or any fine imposed against a Unit Owner shall constitute a lien against the affected Unit in accordance with the Act and also shall be the personal liability of the Owner of the Unit so assessed and shall constitute a lien against such Unit which shall be enforceable as provided in the Act or as otherwise permitted by Law. Provided, to the extent permitted by the Act, the lien for any such assessment is hereby expressly subordinated in time, lien, and priority to the first lien mortgage of any Mortgagee.

Section 4. Unpaid Assessments at Time of Voluntary Sale of a Unit.

Upon the voluntary sale or conveyance of a Unit, the grantee, shall be jointly and severally liable with the grantor for all unpaid assessments for Common Expenses which are a lien or charge against the Unit as of the date of the sale or conveyance.

ARTICLE VI

UNITS SUBJECT TO DECLARATION, BY-LAWS

Section 1.

All present and future Unit Owners and Residents of Units shall be subject to and shall comply with the provisions of this Declaration and the By-Laws as they may be amended from time to time. The acceptance of a Deed or execution of a lease or contract conveying an interest in, or the occupancy of, any Unit shall constitute such agreement.

ARTICLE VII

SEVERABILITY

Section 1.

In the event that any provision of the Condominium Documents is determined to be invalid or unenforceable, they shall be considered served and shall not be deemed to impair or affect in any manner the validity, enforceability, or effect of the remainder of the Condominium Documents.

ARTICLE VIII

TERMINATION

Section 1.

The Condominium may be terminated in accordance with the Act, provided no such termination shall be effective unless the same is executed by all of the Unit Owners and by the holders of all mortgages, judgments, or other liens affecting the Units.

ARTICLE IX

INSURANCE

Section 1.

The Association shall insure the Common Elements of the Building against loss or damage by fire and such other hazards as the Act may require or the Association may deem appropriate, without prejudice to the right of each Unit Owner to insure his own Unit for his own benefit. The premises for such insurance on the Common Elements shall be deemed Common Expenses.

ARTICLE X

AMENDMENT OF DECLARATION

Section 1.

For as long as Declarant is an Owner of one or more Units, this Declaration may be amended only with the Consent of Declarant.

Except as specifically otherwise permitted by Section 3219 of the Act and the other Sections of the Act referred to therein, this Declaration may only be amended by the vote of not less than sixty-seven percent (67%) of the Unit Owners to which votes in the Association are allocated in person or by proxy at a meeting duly held in accordance with the provisions of By-Laws, provided, however, that any such Amendment shall have been approved in writing by any mortgagees holding mortgages which comprise the first liens on five (5) or more Units, which approval shall not be unreasonably withheld.

ARTICLE XI

DECLARATION BINDING UPON SUCCESSORS AND ASSIGNS

Section 1.

This Declaration, and any amendments hereto, shall be binding upon Declarant, its successors and assigns.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 5th day of February, 1985.

ATTEST:

Paul Ralph McVay  
Secretary

NORLA, INC.

Gene M. Keefe  
President