

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 on the basis of the percentage interest of each Unit in the Common Elements.

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 the 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) Balconies are Limited Common Elements allocated solely to the Unit to which it is appurtenant. The boundary of such Limited Common Elements shall extend beyond the exterior perimeter wall out to the vertical plane made by the perimeter fences or walls, if any, on said balcony. The horizontal floor surface of said Unit shall prescribe the lower boundary of the balcony and the horizontal surface of the plane created by a horizontal extension of the Unit's ceiling shall prescribe the upper boundary of the balcony.

(d) 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.

(e) 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% service fee against the Unit owner as a common expense.

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 therein 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 residence for one family.

(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 residential dwellings, 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.

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 overhangs 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.

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.

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.

... specifically otherwise permitted by Section 3219 of the
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 res-
pective 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

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 severed 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 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 premiums for such insurance on the Common Elements shall be deemed Common Expenses.

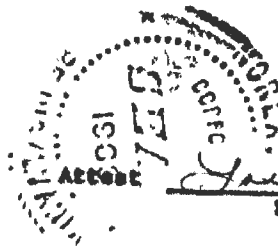
ARTICLE X

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.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 14th day of September, 1983.



James J. Rupp
Secretary

NORBERRY, INC.

By: James M. Rupp
President

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF BUTLER)

ss:

On this the 14 day of SEPT., 1983, before me, the undersigned, personally appeared ANNE M. PRINGLE, who acknowledged herself to be the President of Norberry, Inc., a Pennsylvania corporation, and that she as such President, being authorized to do so, executed the foregoing instrument for the purposes herein contained by signing the name of Norberry, Inc., for and on behalf of such corporation and for and on behalf of Norberry Two Condominium by herself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official



(SEAL)
My Commission Expires:
PHILIP P. LOPE, NOTARY PUBLIC
ZELENOPLA BORO, BUTLER COUNTY
MY COMMISSION EXPIRES SEPT. 24, 1987
Member, Pennsylvania Association of Notaries

Philip P. Lope
Notary Public

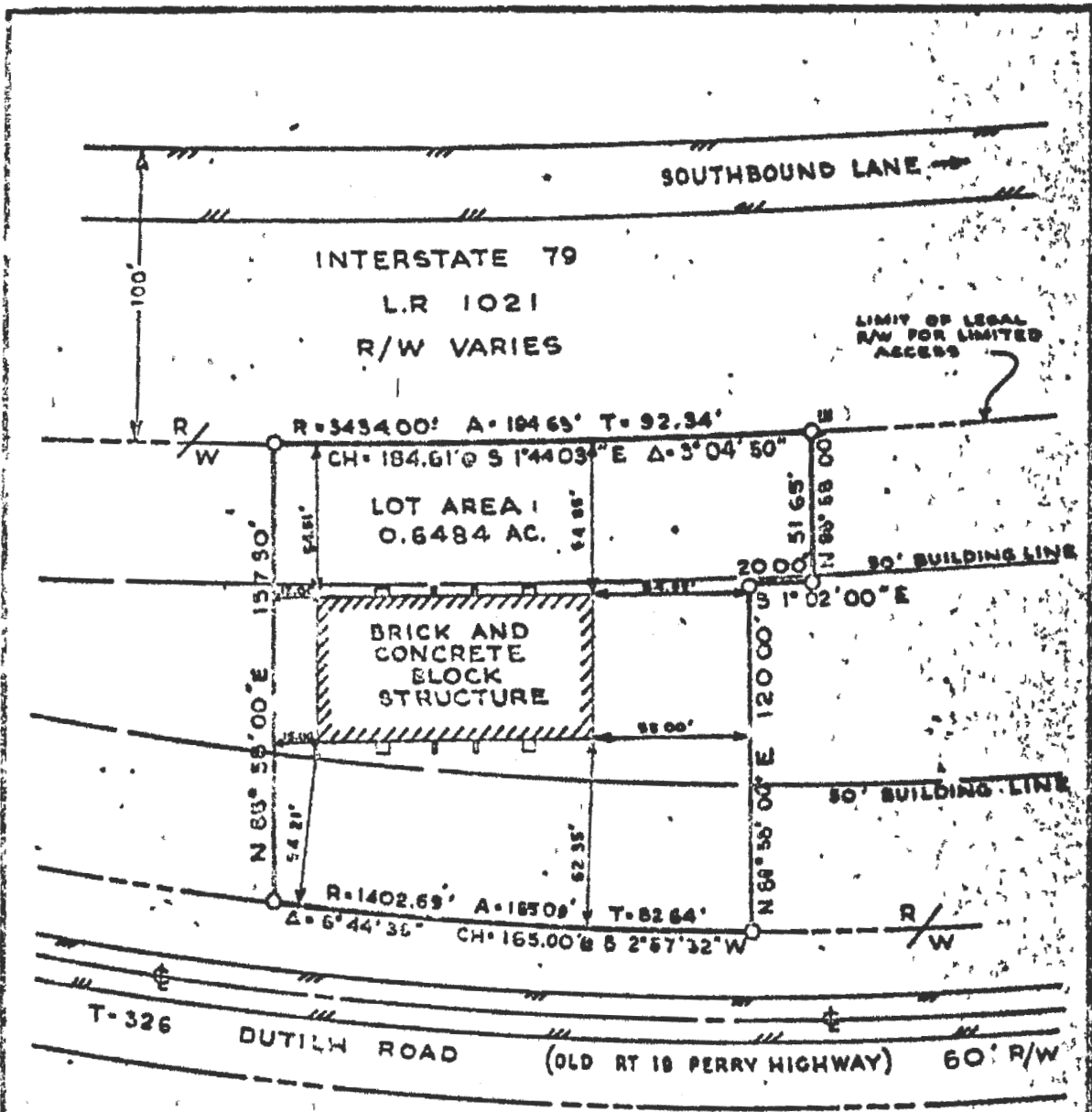
<u>Unit</u>	<u>% of interest in common Elements</u>	<u>Vote</u>	<u>% of Common Expenses</u>
1	8.33%	1	8.33%
2	8.33%	1	8.33%
3	8.33%	1	8.33%
4	8.33%	1	8.33%
5	8.33%	1	8.33%
6	8.33%	1	8.33%
7	8.33%	1	8.33%
8	8.33%	1	8.33%
9	8.33%	1	8.33%
10	8.33%	1	8.33%
11	8.33%	1	8.33%
12	8.33%	1	8.33%
	<u>100.00%</u>	<u>12</u>	<u>100.00%</u>

Exhibit "A"

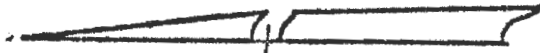
ALL that property situate in the Township of Cranberry, County of Butler, Commonwealth of Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the line dividing Allegheny County and Butler County where the same intersects the easterly right-of-way line of Dutilh Road (T-326); thence along the easterly right-of-way line of Dutilh Road N. 06 degrees 58' 40" W. a distance of 510.90 feet to a point; thence continuing along same by the arc of a circle curving to the right having a radius of 1,402.69 feet and an arc distance of 160.72 feet to a point, the TRUE PLACE OF BEGINNING; thence N. 88 degrees 58' 00" E. a distance of 120.00 feet to a point; thence S. 01 degrees 02' 00" E. a distance of 20.00 feet to a point; thence N. 88 degrees 58' 00" E. a distance of 51.65 feet to a point on the westerly right-of-way line of Interstate 79, (L.R. 1021); thence continuing along the westerly right-of-way line for Interstate 79 by the arc of a circle curving to the right having a radius of 3434.00 feet and an arc distance of 184.63 feet to a point on the southerly line of Lot 1 in the Norberry Condominiums Plan of Lots; thence continuing along the southerly line of Lot 1 S. 88 degrees 58' 00" W. a distance of 157.90 feet to a point on the easterly right-of-way line of Dutilh Road aforesaid; thence continuing along the easterly line of Dutilh Road by the arc of a circle curving to the left having a radius of 1402.69 feet and an arc distance of 165.09 feet to a point at the true place of beginning.

SUBJECT to a 50-foot building line as the same is shown on a Plan of Property prepared by Richard G. Bach & Associates, Engineers and Surveyors dated August 24, 1983, and being Lot 2 in the Norberry Condominiums Plan.



LIMIT OF LEGAL
R/W FOR LIMITED
ACCESS



NORBERRY TWO

PLAN OF PROPERTY
SITUATE IN
CRANBERRY TOWNSHIP
BUTLER COUNTY, PA.
MADE FOR
NORBERRY, INC.
B-2399

RICHARD G. BACH & ASSOC.
ENGINEERS & SURVEYORS
ZELLENOPLE, PA.

SCALE: 1"=50' DATE: 8-24-83
D.V.G. NO. 1861

DRAWING 44-131-322-19

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 calculated on the square footage of each Unit. The undivided percentage interest of each Unit in the Common Elements is a fraction, the denominator of which is the total square footage area of all of the Units in the Condominium. The numerator of the fraction shall be the square footage area of each Unit. 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 on the basis of the percentage interest of each Unit in the Common Elements.

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. Balconies are Limited Common Elements allocated solely to the Unit to which it is appurtenant. The boundary of such Limited Common Elements shall extend beyond the exterior perimeter wall out to the vertical plane made by the perimeter fences or walls, if any, on said balcony. The horizontal floor surface of said Unit shall prescribe the lower boundary of the balcony and the horizontal surface of the plane created by a horizontal extension of the Unit's ceiling shall prescribe the upper boundary of the balcony.

D. 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.

E. 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.

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 residence for one family.

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 residential dwellings, 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.

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.

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.

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

ATTEST:

NORBERRY, INC.

Ann Paula McVey
Secretary

Ann M. Pfeiffer
President

EXHIBIT "A"

Legal Description

ALL that certain piece, parcel, or tract of land situate in Cranberry Township, Butler County, Pennsylvania, bounded and described as follows:

BEGINNING at a point at the Southeast corner of this Lot to be described, said point being an existing concrete monument at the intersection of the Southerly boundary line of this tract with property now or formerly L. F. Stevens and the Westerly right of way line of Interstate 79, L.R. 1021; thence continuing along property now or formerly L. F. Stevens, South 89° 22' 25" West, 199.43 feet to an existing concrete monument at the Easterly right of way line of Dutilh Drive, T-326, also being Old Route 19, said Dutilh Drive having a 60 foot right of way width; thence continuing along said Dutilh Drive, North 06° 58' 40" West, a distance of 312.62 feet to a point in common with Lot 3 Revised of this same Plan; thence continuing along said Lot 3 Revised, the following courses and distances: North 83° 01' 20" East, 41.24 feet to a point; thence North 40° 45' 20" East, 11.84 feet to a point; thence South 49° 14' 40" East, 10.76 feet to a point; thence North 83° 01' 20" East, 114.88 feet to a point on the Westerly right of way line of the above-mentioned Interstate 79; thence along said Interstate 79 with a curve to the left, having a radius of 3434.00 feet, an arc distance of 335.83 feet to the existing concrete monument, the place of beginning.

Said Lot 4 Revised containing 1.353 Acres.

EXHIBIT "B"

OWNERSHIP OF COMMON ELEMENTS

<u>Unit</u>	<u>% Of Interest In Common Elements</u>	<u>Vote</u>	<u>% Of Common Expenses</u>
1	4.165%	1	4.165%
2	4.165%	1	4.165%
3	4.165%	1	4.165%
4	4.165%	1	4.165%
5	4.165%	1	4.165%
6	4.165%	1	4.165%
7	4.165%	1	4.165%
8	4.165%	1	4.165%
9	4.165%	1	4.165%
10	4.165%	1	4.165%
11	4.165%	1	4.165%
12	4.165%	1	4.165%
13	4.165%	1	4.165%
14	4.165%	1	4.165%
15	4.165%	1	4.165%
16	4.165%	1	4.165%
17	4.165%	1	4.165%
18	4.165%	1	4.165%
19	4.165%	1	4.165%
20	4.165%	1	4.165%
21	4.165%	1	4.165%
22	4.165%	1	4.165%
23	4.165%	1	4.165%
24	4.165%	1	4.165%
	100.00%	12	100.00%

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.

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

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.

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.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 8th day of February, 1985.

ATTEST:

Jane P. McVay
Secretary

NORBERRY, INC.

Gene M. Berwick
President