

DECLARATION OF FLEXIBLE CONDOMINIUM

NOTTINGHAM

ARTICLE I.

Submission Defined Terms

Section 1.1 Declarant; property; county; name.

GEORGE O. SEWALL, III, (the "Declarant"), owner of the real property described in Exhibit "A" attached hereto, located in the Township of North Sewickley, Beaver County, Pennsylvania, hereby submits the real estate, including all easements, rights and appurtenances, excepting and reserving to the Declarant all mineral, sand, gas, coal and oil rights, including all rights to any royalties therefrom, thereunto belonging as described in Exhibit "A", and the buildings and improvements to be erected thereon (collectively, the "Property") to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa.C.S.A. §3101 et seq. (the "Act") and hereby creates with respect to the Property a flexible condominium under the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa.C.S.A. §3206, to be known as "Nottingham Condominium" (the "Condominium").

Section 1.2 Defined Terms.

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

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

- a. "Association" means the Unit Owner's Association of the Condominium and shall be known as Nottingham Condominium"
- b. "Building" means any building included in the Property.
- c. "Bylaws" means the document having that name and provided for by §3306 of the Act, as such document may be amended from time to time.
- d. "Condominium" means the Condominium described in Section 1.1 above.



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e. "Declarant" means the Declarant described in Section 1.2 above and all successors to any Special Declarant Rights.

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

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

h. "Limited Common Elements" means the portions of the Common Elements designated herein or on the Plats or Plans, Exhibit "B", as being Limited Common Elements.

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

j. "Limited Expenses" means the Common Expenses described in §3341(c) of the Act.

k. "Plats and Plans" means the Plats and Plans being recorded contemporaneously herewith in the Office of the Recorder of Deeds of Beaver County, Pennsylvania at Condemnation Book Volume 34, page 293, as the same may be therein by this reference as Exhibit "B".

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

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

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

o. "Special Declarant Rights" means Special Declarant Rights as defined in §3103 of the Act and such additional rights reserved for the Declarant as set forth in the "Condominium Documents" and Bylaws.

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

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

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

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

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

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

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

ARTICLE II

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

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

Section 2.2 Percentage Interests. Attached hereto as Exhibit "C" is a list of all Units by their Identifying Numbers and the Percentage Interest appurtenant to each Unit, determined on the basis of size, by dividing the "size" of the Unit by the aggregate of the space contained therein determined by the reference to the dimensions shown on the Plats and Plans (exclusive of the interior partitions). The Percentage Interest shall determine the number of votes in the

Association and the share of Common Expenses Liability appurtenant to each Unit, with said note and liability of each unit equal to the proportionate ratio that the Percentage Interest of each Unit bears to the total of all Percentage Interest of all units completed at any given point of time.

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

Section 2.4 Maintenance Responsibilities. Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary descriptions, the Units and Common Elements shall be maintained and repaired by each Unit Owner and by the Association in accordance with the provisions of §3307 of the Act, except as expressly set forth to the contrary herein. All Common Expenses associated with the maintenance of the Limited Common Elements shall be assessed as Limited Expenses against the Units to which such Limited Common Element was assigned at the time the expense was incurred. Ordinary maintenance and repair of patios, stoops, and parking areas of Limited Common Elements shall be the responsibility of the Owner of the Unit to which such Limited Common Element are appurtenant. Structural repairs or replacements of all General and Limited Common Elements, including but not limited to the roof, common walks, exterior, and landscaping areas shall be the responsibility of the Association, the costs to be charged as General Common Expenses. Snow removal of the Limited Common Element used for parking adjacent to the garage of each Unit shall be included as a Common Expense maintenance item, unless there is a car parked in the area at the time of snow plowing. In such case it will be the Unit Owner's responsibility to remove their own snow, since the Association will not be responsible to return an extra time to perform snow removal.

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

Section 2.6 Option to create Units, Limited Common Elements, or both, within convertible real estate or to add additional real estate (Common Elements) to or withdraw withdrawable real estate pursuant to 68 Pa.C.S.A. § 330.

- a. create, withdraw or modify Units, Limited Common Elements within the Real Estate; and
- b. expand or contract the Condominium by adding, modifying, or withdrawing from time to time all or any portion of the Real Estate to the Condominium.

These options may be exercised by the Declarant without the consent of any Owner or holder of a mortgage on any Unit. These options shall not terminate prior to their expiration except by amendment to this Declaration filed of record by the Declarant. Declarant expressly reserves the right to create Units, Limited Common Elements, or both in the Real Estate and add, modify or withdraw any or all portions of the Real Estate at any time, at different times, in any order, without limitation. The Declarant shall have the right to add or subtract from the Real Estate at any time until the option herein reserved expires. The Declarant shall have the right to create Units, Limited Common Elements or both within all Real Estate at any time until the option herein reserved expires. Other than the limitations set forth, there are no other limitations on the options to create or withdraw from Units, Limited Common Elements, or both within all Real Estate.

Section 2.7 Assurances.

a. The Declarant makes no assurance with regard to the boundaries of any portion of the Additional Real Estate which the Declarant may choose to add to the Condominium, except that barring amendments to the subdivision and land use approvals for the Property, portions of the Additional Real Estate will be added *only in such sections as are shown on the Plan* and no more than ten (10) Units will be created within each section added and all units will be created within each section added and all additional units will be restricted exclusively to residential and incidental uses. The Declarant makes no assurances with regard to the order in which any portions may be added. The Declarant shall not be required to add all or any portion of the Additional Real Estate. The Declarant expressly reserves the right to create Limited Common Elements on the Additional Real Estate and to designate Common Elements therein which may be subsequently assigned as Limited Common Elements. The Declarant makes no assurances as to the nature, type, size or maximum number of such Common Elements or Limited Common Elements.

b. The Declarant makes no assurances with respect to the exact location or dimensions of any Buildings that the Declarant may build or Units or Limited Common Elements that the Declarant may add to, modify or withdraw from the Real Estate. Buildings and Units to the extent that they are built or created shall be located in the areas shown on the Plan. The Declarant makes no assurances with regard to the time at which any Units or Limited Common Elements will be created in the Convertible Real Estate, if at all. The Declarant shall not be required to create Units or Limited Common Elements within the Convertible Real Estate.

c. The Declarant makes no assurances as to the location, size, architectural style, or quality of construction or principal materials employed in the construction of any Buildings to be erected upon the Additional Real Estate or within the Convertible Real Estate. The Declarant makes no assurances as to the

nature, type, size or maximum number of Limited Common Elements it may create within the Convertible Real Estate. All restrictions in this Declaration affecting use, occupancy, and alienation of units will apply to such Units as may be created within the Convertible Real Estate or the Additional Real Estate, except that differentiations may be made by the Declarant as to such Units to reflect and account for considerations that are particular to such units. The Declarant reserves the right to maintain models, sales offices and/or management offices in such Units created in the Convertible Real Estate or in the Additional Real Estate; will be approximately equal to the proportion existing in the other parts of the Condominium. Any assurances made by the Declarant in this Section shall not apply to Convertible Real Estate or Additional Real Estate to the extent Units or Limited Common Elements are not created in the Convertible Real Estate or Additional Real Estate is not added.

Section 2.8 Reallocation of Common Elements Interests, Common Expenses, Percentages and Votes in the Association.

Upon the creation, modification or withdrawal of Real Estate or any portion thereof by an exercise of the option reserved by the Declarant in Section 2.7, the Common Elements and Common Expense Percentages shall be reallocated among all of the existing and additional units in the Condominium in accordance with Article 10. Votes in the Condominium Association associated with Units existing in the Condominium shall not be reallocated.

ARTICLE III

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

Section 3.1 Limited Common Elements. Portions of the Common Elements are marked on the Plans and Plans as "Limited Elements". Declarant reserves the right to make the initial assignment of the parking spaces and storage areas as Limited Common Elements for the exclusive use of certain Unit Owners to whose Units these parking spaces and storage areas shall become appurtenant. The Declarant may assign such Common Elements as Limited Common Element parking spaces or storage spaces pursuant to the provisions of §3209 of the Act by making such an assignment in a written instrument of assignment or in deed to the Unit to which such Limited Common Element parking space and/or storage space shall be appurtenant or by recording an appropriate amendment to this Declaration. Such assignments by the Declarant may be to Units owned by the Declarant.

Section 3.2 Designation of Reserved Common Elements. Reserved Common Elements are those parts of the Common 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 as may be established by the Executive Board. Such reserved Common Elements as so designated shall not preclude the rights of the Unit Owners to fully utilize their Units or their Limited Common Elements in any manner whatsoever.

ARTICLE IV

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

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

b. Utility Easements. The Units and Common Elements shall be and are hereby made subject to easement in favor of the Declarant, the Association, appropriate utility and service companies, and governmental agencies or authorities for such utility and service and equipment as may be necessary or desirable to serve any portion of the Property. The easements created in this Section shall include, without limitation, right of the Declarant, the Association, providing utility, or service company, or governmental agency or authority to install, lay, maintain, repair, relocate, and replace gas lines, pipes, conduits, water mains, pipes, sewer and drain lines, telephone wires, and equipment, and equipment, ducts and vents over and/or 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, and such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant, or so as not to materially interfere with the use or occupancy of the Unit by its occupants.

c. Declarant's Easement to Correct Drain. Declarant reserves an easement on, over, and under those portions of the Common Elements not located with the Building for the purpose of maintaining and correction of drainage of surface water in order to maintain reasonable standards of health,

safety and appearance. The easement created by this Section expressly includes the right to cut any trees, bushes, or shrubbery to grade the soil or to take any other action reasonably necessary to achieve this purpose, following which the Declarant shall restore the affected property as closely to its original condition as practicable.

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

e. Construction Easement. Until the expiration of the ten (10) years after the date of thereof, the Declarant shall have an easement through the Units and the Common Elements for access or any other purposes necessary to complete any renovations or work to be performed by the Declarant. Additionally, Declarant reserves an easement (until Declarant shall have satisfied all of its obligations under any Condominium Document and all commitments in favor of any Unit Owner and the Association) to use portions of the Common Elements any Units owned by the Declarant for construction or renovation related purpose, including the storage of tools, machinery, equipment, building materials, appliances, supplies and fixtures and the performance of work respecting the Property.

f. During the Declarant Control Period and perpetually thereafter, the Declarant shall have an easement through the Unit for any access necessary to complete any renovations or modifications to be performed by the Declarant.

Section 4.2.1. Easement for Ingress and Egress through Common Elements, access to Units and Support.

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

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

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

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

- a. for inspection of the Units and Limited Common Elements in order to verify performance by Unit Owners of all items of maintenance and repair for which they are responsible;
- b. for inspection, maintenance, repair and replacement of the Common Elements and of the Limited Common Elements and/or the Units.
- c. for correction of emergency conditions in one or more Units or Limited Common Elements, or both, or casualties to the Common Elements, the Limited Common Elements and/or the Units.

ARTICLE V

AMENDMENT OF DECLARATION

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

Section 5.1.2 Amendments Preclusions.

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

ARTICLE VI

USE RESTRICTIONS

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

a. The Units in the Condominium (with the exception of any Units during the time period when they are being used by the Declarant as a sample, model, or sales office) are restricted to single family residential use and may not be used from any other purposes by the Unit Owner or any future Unit Owner;

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

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

d. Nothing shall be done or kept in any Unit or Common Element which will increase the rate of insurance on the Property, or the contents thereof, without the prior 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 or her Unit or in the Common Elements which would violate any law, statute, ordinance, or regulation of any governmental body of which will result in the cancellation of any insurance maintained by the Executive Board. No waste shall be permitted in the Common Elements;

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

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

outside of the Unit or (iii) place any sign, notice, advertisement or the like on any part of the Property which is visible from the outside of such Unit;

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

h. No Unit Owner shall install any satellite dish(es) within the physical units or into the Common Elements.

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

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

Section 6.4 Sale of Units. Any Unit Owner who wishes to sell his or her Unit shall at least ten (10) days prior to accepting the offer to sell, give the Association written notice of the terms of such offer, which notice shall specify the name and address of the offeror. If within said 10-day prior, time being of the essence, the Association or its nominee submits to the Owner an identical or more favorable offer, the Owner must accept the offer of the Association in preference to the original offer. If the Association does not make an offer within said 10-day period, time being of the essence, then the Unit Owner may sell his or her Unit to the original

offeror. The Association shall have sole discretion in this matter and no vote or approval of the Unit Owners is required. Any holder of a mortgage which comes into possession of a Unit pursuant to the remedies provided in the designee who accepts a Deed for the Unit in lieu of foreclosure, shall be exempt from the provisions of this Section with respect to their obtaining title of the Unit. Thereafter, they shall be subject to the provisions of this paragraph.

ARTICLE VII

MORTGAGES

Section 7.1 Permitted Mortgages. A Unit Owner other than the Declarant or the Executive Board may not voluntarily encumber or subject this or its Unit to any lien, other than the lien of the Permitted Mortgage. Whether or not they expressly so state, all such Permitted Mortgages and the obligations secured thereby shall be deemed to provide, generally, the Permitted Mortgage and the rights and obligations of the parties thereto, shall be subject to the terms and conditions of the Act and this Declaration and shall be deemed to provide specifically, but without limitation, that the Permitted Mortgage shall have no right with respect to the following:

- a. to participate in the adjustment of losses with insurers or in decision as to whether or not or how to repair or restore damage of losses with insurers of the Property; or
- b. to accelerate the mortgage debt or to have any other remedies by virtue of waste or alleged waste or other conditions occurring anywhere on the Property other than with the affected Unit and the obligation secured shall be prepayable, without penalty, upon the happening of any termination of the Condominium or determination not to restore or replace the affected Unit. No Unit Owner shall deliver any Permitted Mortgage or any obligation to be secured thereby, unless it has first notified the Executive Board of the name and address of the proposed Permitted Mortgagee. Upon the receipt of notice of Permitted Mortgage, the Secretary of the Executive Board shall instruct the insurer of the Property to add the name of the Permitted Mortgagee to the mortgagee loss payable provision of the hazard insurance policy covering the Property and to provide the Permitted Mortgage with the Certificate of Insurance showing that the Permitted Mortgagee's names has been so added. The Secretary shall maintain a register of such Permitted Mortgagees and the amount secured thereby.

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

- a. Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Executive Board to the Unit Owner covered by the mortgage;
- b. Any financial statements of the Association which are prepared for the Association and distributed to the Unit Owners;
- c. Copies of notices or meetings of the Unit Owners and the right to designate a representative to attend such meetings;
- d. Notice of the decision of the Unit Owners to make any material amendment to this Declaration;
- e. Notice of substantial damage to the destruction of any Unit (the repair of which cost is excess of \$1,000.00) or any part of the Common Elements (the repair of which would cost in excess of \$10,000.00);
- f. Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Property;
- g. Notice of default by the owner to the Association of the Unit which is subject to the mortgage, where such days after the giving of notice of default.

ARTICLE VIII

LEASING

A Unit Owner may lease his or her Unit (but not less than the entire Unit) at any time and from time to time provided that: (1) no Unit may be leased for transient or hotel purposes for an initial term of less than three (3) months; (2) no Unit may be leased without the written consent on a form approved by the Executive Board; (3) a copy of such lease shall be furnished to the Executive Board within ten (10) days of the execution thereof; and (4) 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.

ARTICLE IX

BUDGETS, COMMON ELEMENTS, ASSESSMENTS AND ENFORCEMENT

Section 9.1 Monthly Premiums. The Executive Board shall levy and enforce the collection of general and special assessment for Common Expenses. Assessments shall

commence upon the conveyance of the first Unit to a person other than that Declarant. All Common Element 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 one or more monthly payments, in advance, on the first date of each month, as determined by the Executive Board.

Section 9.2 Subordination of Certain Charges. Any fees, charges, late charges, fines and interest which may be levied by the Executive Board pursuant to §3202(a)(10)(11) and (12) of the Act, shall be subordinate to the lien of a Permitted Mortgage on a Unit.

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

Section 9.4 Limitation of Expenditures. There shall be no structural alterations, capital additions to or capital improvements of the Common Elements (other than for purposes of repairing, replacing, or restoring portions of the Common Elements) requiring an expenditure in excess of Twenty Thousand (\$20,000.00) Dollars without the prior approval of the Unit Owners entitled to cast 67 percent of the votes of all Unit Owners.

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

Section 9.6 Accounting. With 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 budget or assessments and leases and sales of property owned or managed by the Executive Board on behalf of the Association, and showing the net excess or deficit of income over expenditures plus reserves.

Section 9.7 Interest and Charges. All sums whether for General or Special Assessments assessed by the Executive Board against any Unit Owner, shall bear interest thereon at the rate of fifteen (15%) percent per annum or such other rate as may be determined by the Executive Board from the tenth (10th) day following default in payment of any assessment when due. All unpaid assessments shall constitute and are hereby determined to constitute a lien and

charge upon the interests of the delinquent Unit Owner and shall be collectable in the same manner and to the same extent as any other lien with the necessity of the Association filing any other or additional document. Any delinquent Unit Owner shall also be obligated to pay (i) all expenses of the Executive Board, including reasonable attorneys' fees incurred in the collection of the delinquent assessments by legal proceedings or otherwise, (ii) any amounts paid by the Executive Board, including reasonable attorneys' fees incurred in the collection of the delinquent assessment by legal proceedings or otherwise, (iii) any amount paid by the Executive Board for taxes or on account of superior liens or otherwise to protect its lien, which expenses and amounts together with accrued interest, shall be collectible as such and subject to the Section above.

ARTICLE X

DECLARANT'S RIGHTS

Section 10.1 Declarant Control of the Association.

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

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

a. Until the 60th day after the conveyance of ten (10) Units to the Unit Owners other than the Declarant, Declarant shall have the right to appoint and remove any and all officers and members of the Executive Board. After the conveyance of ten (10) Units, the Unit Owners shall have the right to elect one (1) member of the Executive Board. Declarant may not unilaterally remove any members of the Executive Board elected by the Unit Owners other than Declarant.

b. Not later than sixty (60) days after the conveyance of eighteen (18) Units to Unit Owners other than Declarant, two (2) of the five members of the Executive Board shall be elected by Unit Owners other than Declarant; and

c. Not later than the earlier of (i) ten (10) years after the date of the recording of this Declaration, or (ii) sixty (60) days after 30 of the Units have been constructed on the Property have been conveyed to Unit Owners other than that Declarant, all members of the Executive Board appointed by Declarant shall resign, and the Unit Owners (including Declarant to the extent of Units owned by Declarant) shall elect a new five members Executive Board.

Section 10.2 Declarant Owned Units. Declarant will not be required to pay its pro rata of actual operating expenses of the Building for any Units it owns.

ARTICLE XI

UNITS SUBJECT TO CONDOMINIUM DOCUMENTS, EMINENT DOMAIN

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

The acceptance of a deed or mortgage to any Unit or the entering into a lease or the entering into occupancy of any Unit shall constitute an agreement that the provisions of the Act, the Declaration (including Plats and Plans), the Bylaws and the Rules and Regulations, covenants, conditions and restrictions as set forth in the deed to such Unit are accepted and ratified by such grantee, mortgagee or lessee insofar as applicable. All such provisions shall be covenants running with the land and shall bind any person having at any time interest or estate in such Unit as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage and lease thereof.

ARTICLE XII

LIMITATION OF LIABILITY

Section 12.1. Limited Liability of the Executive Board. The Executive Board and its members in its 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, as an act of God, or by another Unit Owner, or person on the Property, or resulting from electricity, gas, water, rain, dust, rain, 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 places unless in each such instance such injury or damage has been caused by the willful misconduct or gross negligence of the Association or the Executive Board.

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

c. Shall have no personal liability in contract to the 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 of the Association in the performance of the Executive Board members' duties;

d. Shall not be liable to a Unit Owner or such Unit Owners' tenants, employees, agents, customers, guests, assigns, for loss or damage caused by theft or or damage to personal property left by such Unit Owner of his tenants, employees, agents, customers, guests or assigns, or in or on the Common Elements or Limited Common Elements except for the Executive Board members' own will 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 will misconduct or gross negligence.

f. Shall have no personal liability arising out of the use, misuse or condition of the Building, or which might in any 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 will misconduct or gross negligence for the performance of their duties.

Section 12.2. Indemnification. Each member of the Executive Board, in his or her capacity as an Executive Board member, officer, or both, shall be indemnified, by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he or she may become involved by reason of his or her being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he or she is an Executive Board member, officer, or both, at the time such expenses are incurred, except as in such cases, where such Executive Board member and/or officer is adjudged guilty of willful misconduct or gross negligence in the performance of his or her duties; provided that in the event of such a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he or she is then an Executive Board member) approves such settlement and reimbursement as being in the best interest of the Association; and provided further that indemnification is permitted hereunder with respect to any criminal action or proceedings, only if such Executive Board member and/or officer had no reasonable cause to believe his or her conduct was unlawful. The indemnification by the Unit Owners set forth in this Section shall be paid by the Association on behalf of the Unit Owners and shall constitute a

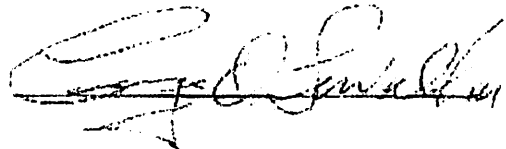
Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

Section 12.3 Defense of Claims. Complaint brought against the Association, the Executive Board, its officers, employees, or agents, in their respective capacities as such, or the Condominium as a whole, 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 the mortgages on the Units shall have no right to participate in such defense other than through the Association.

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

IN WITNESS WHEREOF, George O. Sewall, III, has caused this Declaration to be executed this 6 day of JANUARY, 2012.

WITNESS:



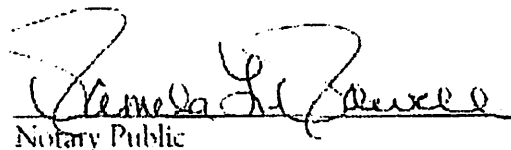
COMMONWEALTH OF PENNSYLVANIA)

SS:)

COUNTY OF LAWRENCE)

On this 6th day of January, 2012, before me, a Notary Public, the undersigned officer, personally appeared GEORGE O. SEWALL, III, known to me, (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public

My Commission Expires:

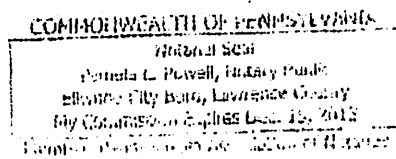


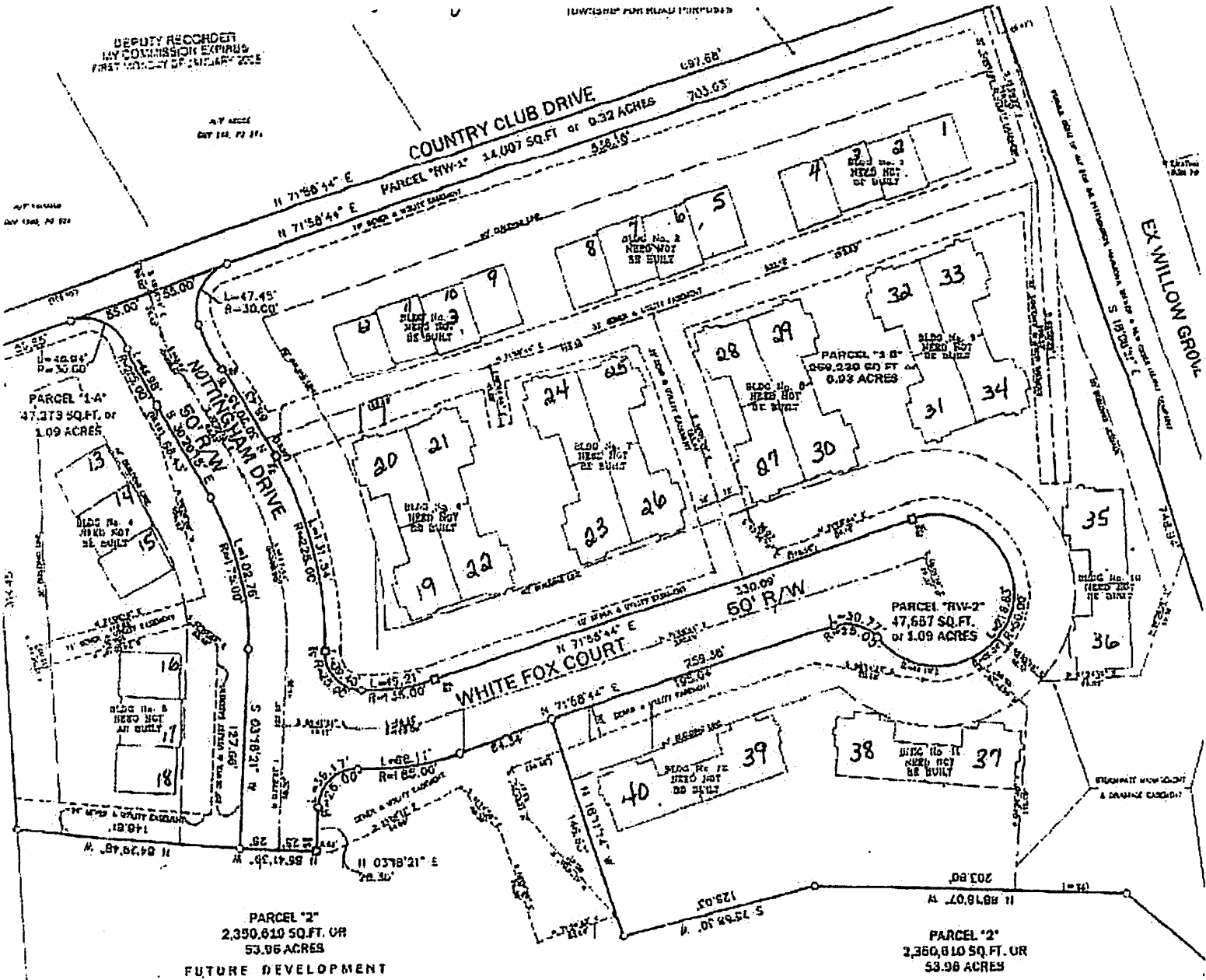
Exhibit C
Nottingham Condominium
Percentage Interests

<u>Unit #</u>	<u>Sq. Ft.</u>	<u>% Ownership</u>
1	2203	0.0265
2	2225	0.0268
3	2245	0.0270
4	2261	0.0272
5	2203	0.0265
6	2225	0.0268
7	2245	0.0270
8	2261	0.0272
9	2203	0.0265
10	2225	0.0268
11	2245	0.0270
12	2261	0.0272
13	2277	0.0274
14	2277	0.0274
15	2277	0.0274
16	2277	0.0274
17	2277	0.0274
18	2277	0.0274
19	1942	0.0234
20	1942	0.0234
21	1672	0.0201
22	1672	0.0201
23	1942	0.0234
24	1942	0.0234
25	1672	0.0201
26	1672	0.0201
27	1942	0.0234
28	1942	0.0234
29	1672	0.0201
30	1672	0.0201
31	1942	0.0234
32	1942	0.0234
33	1672	0.0201
34	1672	0.0201
35	2277	0.0274
36	2277	0.0274
37	2277	0.0274
38	2277	0.0274
39	2277	0.0274
40	2277	0.0274

DEPUTY RECORDER
BY COMMISSION EXPIRES
FIRST MONDAY OF JANUARY 2002

BY ORDER
OF THE RECORDER

BY ORDER
OF THE RECORDER



FUTURE DEVELOPMENT

FUTURE DEVELOPMENT

GENERAL PLAN NOTES:
PROPERTY OWNER / DEVELOPER
GEORGE A. SEWELL, II
125 4th AVENUE
FLYWOOD CITY, PA 15117

REFERENCE:
TAX PARCEL TG-114-0026.000
DEED BOOK 3212, PAGE 648

TOTAL PROPERTY:	62.36 ACRES
PARCEL 1A:	1.09 ACRES
PARCEL 1B:	0.32 ACRES
PARCEL 1C:	0.93 ACRES
PARCEL 1D:	1.09 ACRES
PARCEL 1E:	53.96 ACRES
PARCEL 1F:	53.98 ACRES

PROPOSED USE: MULE FAMILY RESIDENTIAL (MAX 4 UNITS PER BUILDING)

LOT DIMENSIONS:	REGULATED (SECTION 602-A)
LOT AREA:	26,000 sq ft + 1,500 sq ft for each unit (24,000 sq ft)
LOT COVERAGE:	35 percent
LOT WIDTH:	100 feet
FRONT BUILDING SETBACK:	40 feet from edge of road 1/4
REAR BUILDING SETBACK:	35 feet
SIDE BUILDING SETBACK:	20 feet
MAX BUILDING HEIGHT:	15 feet
MAX NUMBER OF STOREYS:	4 stories

THE BEARING SYSTEM FOR THIS PLAN WAS DERIVED FROM GPS OBSERVATIONS MADE JANUARY 3, 2005 AND REFERENCED TO THE PENNSYLVANIA STATE PLANE COORDINATE SYSTEM ZONE SOUTH (1700)



This Document Recorded
2/27/2007
10:16AM
Instrument #109

DESCRIPTION

NOTTINGHAM PHASE ONE CONDOMINIUM PLAN

ALL that certain piece, parcel or lot of land lying and being situate in North Sewickley Township, Beaver County, Pennsylvania being known and designated as Phase One in the Nottingham Plan One Condominium Plan as the same is recorded in the Recorder's Office of Beaver County, Pennsylvania at Instrument No. 3307153 and Plan Book Volume 34, Page 293 and collectively described as follows:

BEGINNING at a point in the center of Country Club Drive, said point being 20.70 feet North of the dividing line between the Northeast corner of lands now or formerly of Dennis D'Angelo and the Northwest corner of lands herein being conveyed; thence North 71 degrees 58 minutes 44 seconds East along Country Club Drive, a distance of 697.68 feet to a point; thence South 18 degrees 08 minutes 22 seconds East, a distance of 768.94 feet to a point; thence North 50 degrees 32 minutes 20 seconds West, a distance of 203.34 feet to a point; thence continuing North 88 degrees 18 minutes 87 seconds West, a distance of 203.80 feet to a point; thence South 75 degrees 58 minutes 30 seconds West, a distance of 128.03 feet to a point; thence North 18 degrees 11 minutes 14 seconds West, a distance of 146.63 feet to a point; thence North 71 degrees 58 minutes 44 seconds West, a distance of 64.34 feet to a point; thence by a curve to the left having a radius of 185.00, a distance of 68.11 feet to a point; thence continuing by a curve to the left having a radius of 25.00, a distance of 39.17 feet to a point; thence North 03 degrees 18 minutes 21 seconds East, a distance of 28.30 feet to a set monument; thence North 86 degrees 41 minutes 39 seconds West, a distance of 50 feet to a point; thence North 84 degrees 29 minutes 48 seconds West, a distance of 148.81 feet to a point; thence North 03 degrees 03 minutes 16 seconds West along line of lands herein being conveyed and lands of now or formerly Dennis D'Angelo, a distance of 335.15 feet to a point in the center of County Club Drive, the place of beginning and containing a total of 8.43 acres in said Phase One of the Nottingham Plan of Phase One.

BEING a part of the same premises conveyed to George O. Sewall, III, a single person by deed of Harold L. Leitel and Margaret Leitel, his wife, and recorded in the Recorder's Office of Beaver County, Pennsylvania on July 13, 2005 at Document No. 3244638.

Phase One of the Nottingham Phase One Plan consists of the following:

Tax Parcel 70-114-0205.003 (Parcel 1-A, 1.09 acres)
Building #4, Units 13, 14, and 15
Building #5, Units 16, 17 and 18

