

EXHIBIT C: CONDOMINIUM DOCUMENTS

Prepared by/Return to:

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**DECLARATION OF CONDOMINIUM
OF
THE PAJAMA FACTORY, A CONDOMINIUM**

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

**DECLARATION OF CONDOMINIUM
OF
THE PAJAMA FACTORY, A CONDOMINIUM**

THIS DECLARATION OF CONDOMINIUM is made as of the ____ day of _____, 2022, by PJ Holding LLC, a Pennsylvania Limited Liability Company (**“Declarant”**).

BACKGROUND

A. Declarant is the owner in fee simple of that certain tract or parcel of land located in Williamsport, County of Lycoming, Commonwealth of Pennsylvania identified as Tax Parcel (the **“Real Estate”**).

B. The Real Estate is improved with a mixed-use complex of eight (8) interconnecting buildings comprising approximately Three Hundred Thousand (300,000) square feet.

C. Declarant desires to subject the Property to the condominium form of ownership and to create thereon separate and distinct Units and Common Elements.

D. All capitalized terms used and not defined herein shall have the meaning ascribed to such terms in the Act.

W I T N E S S E T H

**ARTICLE I
PROPERTY; DEFINED TERMS**

Section 1.1 Purpose; Submission of Property. Declarant, as owner in fee simple of the Real Estate, as described in **Exhibit A** attached hereto, for itself, its successors and assigns, hereby submits the Property, including all easements, rights and appurtenances, and the Buildings (as defined herein) and other improvements now or hereafter erected thereon, to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S.A. § 3101 et seq. as amended from time to time (the **“Act”**) and hereby creates with respect to the Property a condominium, to be known as the Pajama Factory, a condominium (the **“Condominium”**)

Section 1.2 Easements and Licenses. The Real Estate was submitted under and subject to the easements and other encumbrances of record listed on **Exhibit B** attached hereto and made a part hereof and remains under and subject to such easements and other encumbrances.

Section 1.3 Defined Terms. Capitalized terms not otherwise defined herein or in the Plats and Plans shall have the meanings specified or used in the Act.

1.3.1 The following terms shall have the following specific meanings herein:

“**Assessment**” means any Regular Assessment or Special Assessment for Common Expenses.

“**Association**” means the unincorporated association consisting of all of the Unit Owners, known as “The Pajama Factory Condominium.”

“**Building**” or “**Buildings**” means any building or buildings constructed on the Real Estate.

“**Bylaws**” means the document having that name and providing for the governance of the Association pursuant to § 3306 of the Act, as such document may be amended from time to time in accordance with the terms thereof.

“City” means the City of Williamsport, Lycoming County, Pennsylvania.

“**Common Elements**” means all portions of the Property other than the Units, but includes only the General Common Elements and Limited Common Elements as further described in **Article III** hereof and/or as shown in the Plats and Plans.

“**Common Expenses**” means expenditures, other than Other Expenses, made or liabilities incurred by or on behalf of the Association in accordance with this Declaration and the Bylaws, including, without limitation, such expenditures (i) relating to the administration of the Association; (ii) in connection with the operation, maintenance, repair or replacement of any Common Element; (iii) which are deposits to reserves for Common Expenses; and (iv) relating to services provided to Unit Owners by the Association or by contractors hired by the Association.

“**Condominium Documents**” includes this Declaration, the Plats and Plans, the Bylaws and any Rules and Regulations promulgated by the Executive Board, as any or all of the same may be amended from time to time in accordance with the terms of the Declaration or the Bylaws, as applicable.

“**Declaration**” means this document, as the same may be amended from time to time.

“**Executive Board**” means the governing body of the Association, as initially constituted on the date this Declaration is recorded, and as designated from time to time in accordance with this Declaration and the Bylaws.

“**General Common Elements**” means those Common Elements designated as General Common Elements herein and/or on the Plats and Plans, and which service and/or are for the benefit of all Units or a specific group of units as specified in the “Rules and Regulations” in the Condominium.

“Governmental Requirements” means all federal, state and local laws, statutes, ordinances and regulations enacted or promulgated by any legislative body, governmental authority or governmental agency having jurisdiction over the subject matter of the Governmental Requirements.

“Limited Common Elements” means the Limited Common Elements designated for each Unit described on the Plats and Plans.

“Managing Agent” means Pajama Factory, LLC, a Pennsylvania Limited Liability Company, or any other person or legal entity engaged by the Executive Board to assist in the operation, maintenance and management of the Condominium, including the collection and application of Assessments.

“Occupant” means any Person from time to time entitled to the use and occupancy of any portion of a Unit or Building under an ownership right or any lease, sublease, license or concession or other use and occupancy agreement.

“Other Expenses” means expenditures made or liabilities incurred by or on behalf of the Association that would otherwise be Common Expenses but are allocated to a particular Unit Owner under **Section 5.1.3** hereof.

“Percentage Interest” means the percentage of the undivided ownership interest in the Common Elements which is appurtenant to a Unit, as set forth in **Exhibit D** attached hereto and made a part hereof.

“Permitted Mortgage” means any mortgage which has been submitted to the Association in accordance with the provisions of **Section 10.1** hereof, and is granted to (i) the seller of a Unit; (ii) a bank, trust company, savings bank, savings and loan association, mortgage service company, insurance company, credit union, pension fund, real estate investment trust or institutional investor or lender; (iii) an industrial development authority; or (iv) any other mortgagee approved in writing by the Executive Board, which approval shall not be unreasonably withheld, conditioned or delayed.

“Permitted Mortgagee” means the holder of any Permitted Mortgage which has submitted its name and address to the Secretary of the Association in accordance with **Section 10.1** hereof.

“Permittees” means all Occupants and the officers, directors, employees, agents, contractors, vendors, suppliers, visitors, invitees, licensees, subtenants and concessionaires of all Unit Owners and Occupants insofar as their activities relate to the use or occupancy or presence in or on the Property.

“Person” means any natural person or legally recognized entity.

“Plats and Plans” means the visual depiction of the Property, together with the Units and Common Elements noted thereon, prepared in accordance with the requirements of § 3210 of the Act and attached hereto as **Exhibit C**, as the same may be amended from time to time to reflect amendments to this Declaration made in accordance with Section 12.1 hereof.

“Property” means the Real Estate and all Appurtenances thereto, including the Units and all Buildings comprising the Units and other improvements as are or may be erected thereon from time to time.

“Regular Assessment” means a Unit’s share of anticipated Common Expenses for each fiscal year of the Association as reflected in the annual budget adopted by the Executive Board and approved by the Unit Owners.

“Rules and Regulations” means such rules and regulations as are promulgated by the Executive Board from time to time with respect to various details of the use of all or any portion of the Property, either supplementing or elaborating upon the provisions of this Declaration or the Bylaws.

“Special Assessment” means a Unit’s share of any Assessment made by the Executive Board in addition to the Regular Assessments.

“Unit” means each portion of the Property described in **Article II** hereof as a Unit,

“Unit Owner” or **“Owner”** means the person or persons whose estate or interest, individually or collectively, comprises the fee simple ownership of a Unit and the Percentage Interest appurtenant thereto. In any case of joint ownership of a Unit, the term “Unit Owner” shall refer to all such joint owners collectively, and the obligations of the Unit Owner hereunder or under the Act with respect to such Unit shall be joint and several among such Owners.

ARTICLE II

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

Section 2.1 Plats and Plans; Units; Percentage Interests. There are 281 Units in the Condominium as shown on the Plats and Plans. Such Units are designated with a four digit number with the first, from the left, describing the building number where the Unit is located, the second digit identifying the floor (ground or 1 through 5) that the Unit is located, and the last two digits identifying the Unit by sequential numbers starting with 01. For instance, Unit 7-301 is unit #1 on the 3rd floor of building 7. The location and dimensions of the Units and, to the extent feasible, the location of Common Elements of the Condominium and the Limited Common Elements appurtenant to each Unit, are shown on the Plats and Plans. Subject to **Section 2.6** below, each Unit has the sole and exclusive right to use its respective Limited Common Elements as set forth

in this Declaration and the Percentage Interest of General Common Elements are set forth on **Exhibit D** attached hereto. The number of votes in the Association allocated to each Unit and the share of Assessments for Common Expenses chargeable against such Unit shall be as set forth on **Exhibit D**. The Percentage Interest share of Assessments and number of votes allocated to each Unit shall not be altered without the consent of the affected Unit Owner(s).

Section 2.2 Dimensions of Units. Dimension of Units are approximate. Each Unit is measured horizontally from the exterior line of the brickwork of the exterior walls to the centerline of the partitions separating one Unit from another Unit, or to the centerline of the walls or partitions separating a unit from corridors, stairs, and other common elements. Each Unit is measured vertically from the centerline of the wood floor to the centerline of the ceiling structure. Any Common Elements located within any Unit shall not be considered as part of that Unit.

Section 2.3 Other Inclusions Within a Unit. A Unit shall include any portion of a Building which was intended to be within the title lines of such Unit but encroaches over such title lines into the Common Elements. In addition, a Unit shall include any HVAC unit(s) and any switch gears, meters, circuit breaker boxes and related equipment serving only such Unit, whether or not such HVAC unit(s), switch gears, meters, circuit breaker boxes or related equipment are located outside of the Unit's title lines.

Section 2.4 Items Not Constituting Part of a Unit. All utility mains, piping, wiring, cables, conduits and utility lines of any kind or type (including but not limited to water, sewer, and gas mains and electric lines and pipes, storm water drainage pipes, and telephone and communications lines, signage and lighting) which serve both Units or the General Common Elements or Limited Common Elements, shall not be regarded as part of any Unit but shall be General Common Elements or Limited Common Elements, as applicable.

Section 2.5

ARTICLE III

DESCRIPTION OF COMMON ELEMENTS RESERVATION OF EASEMENTS

Section 3.1 General Common Elements. The General Common Elements shall be all portions of the Property other than the Units and Limited Common Elements and shall include such portions of the Property as are specifically designated as General Common Elements on the Plats and Plans and/or which are described as such in this Declaration, including the following:

3.1.1 All systems for water, sewer, storm water, gas, electric and other utilities, including without limitation, all water mains, gas mains, pipelines, cables, wiring, circuits, transformers, conduits and related equipment serving improvements on or constituting part of the General Common Elements, and/or serving all Units located within the Property.

Section 3.2 Limited Common Elements. The Limited Common Elements shall be any portions of the Common Elements specifically designated as such on the Plats and Plans, as the same may be amended from time to time. Each Unit Owner shall have the exclusive right to use the Limited Common Elements serving its Unit, as reflected on the Plats and Plans.

Section 3.3 Easements. The General Common Elements and Limited Common Elements shall be and are hereby made subject to easements in favor of the Association, the Unit Owners and their respective Permittees as follows:

3.3.1 Subject to the provisions of **Section 7.5**, an easement over, through and across the General Common Elements and Limited Common Elements in favor of the Association and the agents, employees and independent contractors thereof for purposes of maintaining the Common Elements and for grading, paving and otherwise constructing, inspecting, maintaining, repairing and replacing the Common Elements.

3.3.2 Subject to the provisions of **Section 7.5**, an easement over, through and across the Common Elements in favor of the Association for purposes of providing such utility services as are necessary or desirable to adequately serve the Common Elements and Units including, without limitation, the right to install, lay, maintain, repair, relocate and replace water mains and pipes, steam lines, gas mains and pipes, storm water and sewer and drain lines, telephone and other communication wires, cables and equipment, electrical wires and conduits, and associated equipment.

3.3.3 Subject to the provisions of **Section 7.5**, an easement over the General Common Elements and Limited Common Elements of a Unit in favor of the Unit Owner of such Unit and its respective agents, employees and independent contractors for purposes of the installation, use, inspection, maintenance, repair and replacement of pipes, lines, mains, storm water drains, electrical, telephone and other wiring and cables and all other utility lines and conduits and associated equipment which are a part of or serve such Unit as Appurtenances.

3.3.4 Subject to the provisions of **Section 7.5**, an easement over the Common Elements in favor of the Association and the agents, employees and independent contractors thereof for purposes of installation, inspection, maintenance, repair and replacement of the Common Elements.

3.3.5 An easement over, through and across the Limited Common Elements entranceways, accessways, roadways, sidewalks and parking areas in favor of the Association, the Unit Owners and their respective Permittees for purposes of vehicular and pedestrian ingress, egress and access over, through and across each portion thereof, pursuant to such Rules and Regulations as the Executive Board may from time to time promulgate; provided, that no Rule or Regulation shall interfere with the exercise of any such easement for pedestrian or vehicular ingress and egress, except in the event of necessary repairs to such areas.

3.3.6 Easements for lateral, subjacent structural support (i) in favor of each Unit over the General Common Elements, Limited Common Elements and other Units, (ii) in favor of the General Common Elements over each Unit and the Limited Common Elements, and (iii) in favor of the Limited Common Elements over each Unit and the General Common Elements. Such easements shall not be construed to permit the construction of encroachments by Unit Owners on the General Common Elements or on Units owned by others.

3.3.7 An easement for encroachment of the Units and any Buildings or other improvements constructed thereon, and for encroachment of the Common Elements, to the extent provided in Section 3216 of the Act.

3.3.8 An easement over the Units, General Common Elements and Limited Common Elements in favor of the Association and its agents, employees and independent contractors for purposes of (i) the inspection of the Units (and any Building or improvement constructed therein or as a part thereof) and Limited Common Elements in order to verify the performance by Unit Owners of all items of maintenance, repair and replacement for which they are responsible, (ii) the inspection, operation, maintenance, repair, improvement, replacement and/or removal of the General Common Elements or Limited Common Elements situated in or reasonably accessible only from such Units and/or Limited Common Elements, and (iii) the correction of emergency conditions or casualties in or to any of the Units (and any Building or improvement constructed therein or as a part thereof), Limited Common Elements and/or General Common Elements. Notwithstanding the foregoing, it is understood and agreed that except in the event of an emergency, the Association and its agents, employees and independent contractors shall give at least 48 hours prior written notice of any such inspection(s) and/or maintenance activity, shall conduct such inspection(s) and/or maintenance activity only on weekdays during business hours, and shall take all commercially reasonable steps necessary to minimize any interference with a Unit Owner's use of its Unit resulting from the Association's exercise of any rights pursuant to this **Section 3.3.8**.

3.3.9 The Property is subject to those additional easements and encumbrances listed on **Exhibit B** attached hereto which include all easements of record encumbering the Property.

Section 3.4 Easements Run with the Land. With respect to those Persons or portions of the Property benefited by any one or more of the easements described herein, such easements shall be easements appurtenant, running with the Property, including the Units and the Common Elements, and shall be in full force and effect for the life of this Declaration, as it may be amended from time to time, and at all times shall inure to the benefit of and be binding upon the Association and all Unit Owners, Permitted Mortgagees, Occupants or other Persons having an interest in the Property or any portion thereof, as applicable. No provision of **Section 3.3** which creates one or more easements for the benefit of one or more Unit Owners shall be amended without the consent of all Unit Owner(s) directly benefited by the easement(s) with respect to which the amendment applies. The provisions of **Section 3.3** and this **Section 3.4** shall not be amended without the affirmative vote of the Unit Owners.

ARTICLE IV USE RESTRICTIONS

Section 4.1 Use and Occupancy of Units and Common Elements. The use and occupancy of the Units and Common Elements shall be subject to the following restrictions:

(a) The Units shall not be used for any purposes except those that are consistent with Governmental Requirements and the Rules and Regulations.

(b) Any use of a Unit shall conform to the requirements of all Governmental Requirements, including all applicable zoning (and any other land use) laws and regulations of the City, as the same may be amended from time to time.

(c) No Unit Owner may carry on any use within its Unit, or permit any use to be carried on, which unreasonably interferes with the peaceful use and enjoyment of any other Unit and the Common Elements and Limited Common Elements by any other Unit Owner or Occupant of any other Unit and their respective Permittees.

4.1.2 Except as otherwise expressly permitted in this Declaration, there shall be no obstruction of the Common Elements or any other Unit. Nothing shall be stored in the Common Elements by any Unit Owner or Occupant without the prior written consent of the Executive Board which consent shall not be unreasonably withheld, conditioned or delayed, or on another Unit without the prior written consent of the Owner of such other Unit. Except as set forth in Section 3.3 of this Declaration, nothing shall be stored outside of any Unit except as permitted by the Executive Board,

Section 4.2 Rules and Regulations. Uniform Rules and Regulations concerning the use and enjoyment of the Property may be promulgated from time to time by the Executive Board, but no such Rule or Regulation shall conflict with the provisions of the Act, this Declaration or the Bylaws. 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 thereof, and upon written request from any Unit Owner. No Rules or Regulations may adversely and materially affect the reasonable operation of a Unit Owner's business.

Section 4.3 Signage. Any sign on the exterior of any Building shall comply with all applicable Governmental Requirements and the Rules and Regulations.

Section 4.4 Amendment. The provisions of this Article 4 shall not be amended without the consent of a majority of all Unit Owners.

ARTICLE V

BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT

Section 5.1 Budgets; Assessments.

5.1.1 Annual Budget. The Executive Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association in accordance with the provisions of the Act, this Declaration and the Bylaws. An initial budget shall be prepared for the initial fiscal period of the Association within three (3) months following the recordation of this Declaration. Approval of each budget shall require the affirmative vote of the Unit Owners before it takes effect.

5.1.2 Common Expenses. Except as otherwise provided in **Section 5.1.3** below, all costs and expenses associated with the Common Elements, including, but not limited to inspection, maintenance and repairs of Common Elements, shall be assessed against each Unit as Common Expenses, which assessments shall be calculated in accordance with each Unit's respective Percentage Interest.

5.1.3 Exceptions. The following expenses ("**Other Expenses**") shall be allocated as indicated below:

(a) Any expense for services provided by the Association to an individual Unit at the request of the Unit Owner which does not benefit both Unit Owners will be assessed against the Unit whose Owner requests such service.

(b) Any increase in the Association's liability insurance premiums which is directly attributable to a particular Unit by virtue of activities in or on the Unit, or the Unit Owner's construction activities with respect to the Unit will be assessed against that Unit.

(c) If an expense which is otherwise a Common Expense is caused by the gross negligence or willful misconduct of a Unit Owner, the Association may, after notice and hearing, assess such Other Expense against the offending Unit Owner.

(d) If the act or omission of a Unit Owner or such Unit Owner's Occupants or their respective Permittees (a "**Responsible Party**") causes damage to the Common Elements, and repairs or replacements shall be required as a result thereof which would otherwise be a Common Expense assessable against all Unit Owners, then, to the extent that such payment is not covered by insurance maintained pursuant to **Article VI** hereof, such Unit Owner and the Responsible Party shall be jointly and severally liable for the costs of repairs and replacements resulting from such damage, and the Unit Owner shall pay for such damage and such maintenance, repairs and replacements pursuant to such Special Assessment under **Section 5.5.2** below, as may be determined by the Executive Board. In the event that insurance proceeds are available for repairs or replacements but the payment of proceeds under the Association's policy for such purpose results in an increase in future insurance premiums, then the Unit Owner who caused such damage (or whose Responsible Party caused such damage) shall be responsible for paying to the Association as an Other Expense the amount of such increase attributable to such damage when the Association's policy is next renewed. The Association shall have no obligation to look to insurance proceeds in order to repair damages to the Common Elements caused by the gross negligence and/or willful misconduct of a Unit Owner or a Responsible Party of such Unit Owner, and both the Unit Owner and Responsible Party shall be jointly and severally liable for the costs of repairs and replacements resulting from such damage.

Section 5.2 Payments. All Regular Assessments made in order to meet the requirements of the Association's annual budget shall be deemed to be adopted and assessed on an annual basis or with such other frequency as determined by the Executive Board and shall be payable in advance without offset, deduction or reduction.

Section 5.3 Surplus. Any amounts accumulated from Regular Assessments for Common Expenses in excess of the amounts required for actual Common Expenses may be reserved for application against future Common Expenses at the discretion of the Executive Board.

Section 5.4 Reserve Fund. The Association may in its discretion establish an adequate reserve fund for maintenance, repair and replacement of those Common Elements which are anticipated to require replacement, repair or maintenance on a periodic basis. The reserve fund may be funded as a part of the Regular Assessments, at the discretion of the Executive Board.

Section 5.5 Special Assessments.

5.5.1 If the Regular Assessments prove inadequate for any reason, including the nonpayment of any Unit Owner's Assessment, or the incurrence of any extraordinary, nonrecurring Common Expense not provided for in the Association's annual budget, the Association, upon the affirmative vote of the Unit Owners, may at any time levy a Special Assessment, which shall be assessed in accordance with the provisions of **Section 5.1.2** and/or **Section 5.1.3** above, as applicable. Such Special Assessments may be payable in a lump sum or in such regular installments as the Executive Board may determine. Any such Special Assessment shall be payable at such time or times as determined by the Executive Board without offset, deduction or reduction.

5.5.2 Notwithstanding anything to the contrary in this **Section 5.5**, the Executive Board shall have the right and duty to make Assessments without a vote by the Unit Owners for Other Expenses incurred by the Association (i) on behalf of a Unit Owner solely for such Unit Owner's benefit if such Unit Owner requests that such expenditure be made, or if such expenditure is necessitated as a result of such Unit Owner's failure to comply with the terms and conditions of this Declaration, the Bylaws or the Rules and Regulations, and/or (ii) with respect to expenses for maintaining, repairing or replacing Common Elements damaged by the acts or omissions of a Unit Owner, if and to the extent such Unit Owner is liable for such expenses as provided in **Section 5.5.1** above.

Section 5.6 Failure to Fix New Assessments. If the Executive Board fails to approve a new annual budget for the subsequent fiscal year before the expiration of any current fiscal year, then, with respect to such subsequent fiscal year, the Unit Owners shall continue to pay the same sums they were paying for Regular Assessments during the fiscal year that just ended, and such sums shall be deemed to be the new Regular Assessments for such subsequent fiscal year. If the Executive Board adopts an annual budget at a later date, any new Assessments required under such annual budget shall be treated as Special Assessments under **Section 5.5** hereof.

Section 5.7 No Exemption by Waiver. No Unit Owner may be exempted from liability with respect to Common Expenses allocable to such Unit Owner by waiver of the enjoyment of the right to use any of the Common Elements or by the abandonment of such Owner's Unit or otherwise.

Section 5.8 Personal Liability of Unit Owners. All sums assessed by the Executive Board as a Regular Assessment or Special Assessment, together with any delinquency fees assessed pursuant to **Section 5.9** hereof, shall constitute the personal liability of the Owner of the Unit so assessed

and shall constitute a lien against such Owner's Unit until fully paid. Notwithstanding the foregoing, no limited partner, member, shareholder, officer, director or employee of a Unit Owner or any limited partner, member or shareholder thereof, shall have any personal liability for Assessments or delinquency fees.

Section 5.9 Collection of Assessments.

5.9.1 As provided above and in the Act, the Association shall have a lien on each Unit for any unpaid Assessments, together with interest thereon. Reasonable attorneys' fees and costs (including reasonable fees and costs in appellate proceedings) incurred by the Association incident to the collection of any such Assessments or the enforcement of such lien, together with sums advanced or paid by the Association in order to preserve and protect its lien, shall be payable by the Unit Owner upon demand and shall be secured by such lien.

5.9.2 Executive Board may take such action as it deems appropriate to collect Assessments by personal legal action, or by enforcing and foreclosing said lien and may settle and compromise the same, as it shall so determine. Notice of the default and such action may be given by the Executive Board to the holder of any mortgage lien on the Unit. The Association's lien shall be effective from and after the time the Assessment becomes due, and shall have the priorities established by the Act. Subject to the provisions contained in the Act regarding lien priorities and the provisions of this Declaration regarding mortgages on Units, recording of this Declaration of Condominium shall constitute record notice and perfection of the Association's lien. Any fees, charges, late charges, fines and interest which may be levied by the Executive Board pursuant to §§ 3302(a)(10), (11) and (12) of the Act that have not been reduced to liens against a Unit at the time of recordation of a mortgage against such Unit shall be subordinate to the lien of such mortgage.

5.9.3 Any Unit Owner who fails to pay its Regular Assessment or any Special Assessment within fifteen (15) days following written notice from the Association that the same is overdue, shall be charged interest on such unpaid amount at the rate set by the Executive Board from time to time, which rate shall be the lesser of the highest rate permitted by law or twelve percent (12%) per annum, from the date when due until paid in full.

5.9.4 Payments received shall be applied first to sums outstanding for the longest time, notwithstanding instructions from Unit Owners by endorsement or otherwise to the contrary. Sums payable to the Association shall not be abated or reduced, and no offsets shall be permitted by reason of sums due or claimed to be due from the Association or any act or failure to act by the Association or any Unit Owner.

5.9.5 Within fifteen (15) days following written request, the Executive Board shall provide any Unit Owner, contract purchaser or proposed Permitted Mortgagee so requesting the same with a written statement of all unpaid assessments for Common Expenses and other charges due from such Unit Owner to the Association as of the date set forth in the statement. The Executive Board may impose a reasonable charge for the preparation of such statement to cover the cost of its preparation, to the extent permitted by the Act.

5.9.6 Any delinquent Owner shall also be obligated to pay (i) all expenses of the Executive Board, including reasonable attorneys' fees, incurred in the collection of the delinquent Assessments by legal proceedings or otherwise, and (ii) any amounts paid by the Executive Board for taxes or on account of superior liens or otherwise to protect the Association's lien, which expenses and amounts, together with accrued interest, shall be deemed to constitute part of the delinquent Assessments and shall be collectible as such.

5.9.7 Any unpaid Regular Assessment or Special Assessment which cannot be promptly collected from the delinquent Unit Owner may be reassessed by the Association as a Common Expense to be collected from all Unit Owners (including, without limitation, any purchaser who acquired title to the Unit formerly owned by the delinquent Unit Owner by foreclosure sale or deed or assignment in lieu of foreclosure).

Section 5.10 Effect of Sale. Upon the sale, conveyance or other transfer of a Unit or any portion thereof or interest therein, any unpaid installment of a Regular Assessment or Special Assessment shall continue to be a lien against such Unit which may be enforced in the manner set forth in §3315 of the Act; provided, that (i) the obligation to pay such delinquent Assessment shall not become the personal obligation of the Unit purchaser unless expressly assumed by such purchaser, and (ii) upon a foreclosure of any Permitted Mortgage on such Unit, such lien for Assessments shall be extinguished upon the transfer of title to such Unit by foreclosure sale or deed or assignment in lieu of foreclosure, except as otherwise provided under § 3315 of the Act.

Section 5.11 Subletting. Subletting shall be permitted upon the prior written consent of the Executive Board. However, the Unit Owner/Sublessor shall remain responsible for all fees and expenses and all other obligations under this Declaration and the By-laws.

Section 5.12. Non-Disturbance of Lessees. The foreclosure by the Association against a Unit for payment of delinquent assessments shall not be deemed to terminate or otherwise void any existing lease of such Unit or any portion thereof by a lessee thereof, and the Association shall not disturb such lessee's possession upon any such foreclosure unless the lessee is otherwise in default under its lease.

Section 5.13. Utility Charges. Unless otherwise agreed in writing, all utilities provided to each Unit shall be separately metered and billed directly to the Unit Owner, and shall be each Unit Owner's sole obligation to pay. Any utility charges paid by the Association arising out of the operation of the General Common Elements shall be treated as Common Expenses. ??? Metering is inconsistent — some of the units will have all the utilities provided by the Condo, some will be separately metered utilities and some of them will have a mix

Section 5.14 Limited Common Element Expenses. The expenses for the maintenance, repair and replacement of Limited Common Elements shall be Common Expenses. Section 5.15. Accounts; Audits.

Section 5.15.1. All revenues collected by the Executive Board with respect to Assessments or from any other source may be commingled into a single fund; however, all funds shall be held in federally insured deposit accounts in the name of the Association, and Association funds shall not be commingled with the funds of any third party. All books and records of the Association

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shall be kept by the Executive Board in accordance with generally accepted accounting principles, and such books and records shall be audited at least once each year by an independent accountant retained by the Executive Board, with audited financial statements delivered to the Unit Owners within one hundred twenty (120) days after the end of each fiscal year.

Section 5.15.2. Any Unit Owner shall have the right to review and/or audit the books and records of the Executive Board, the Association and the Managing Agent, if any, with respect to the Condominium at such Unit Owner's sole cost and expense. All audits shall be performed by a reputable accounting firm engaged on a non-contingency basis. The auditing Unit Owner shall notify the Executive Board of its intent at least fifteen (15) days prior to the designated audit date, and the audit shall be conducted at a time reasonably convenient to the Executive Board and the auditing Unit Owner. In the event that such audit discloses any error in the determination of Common Expenses or in the allocation thereof to a Unit, an appropriate adjustment shall be made forthwith; provided, that any such adjustment shall be made only with respect to the current fiscal year and the three fiscal years immediately preceding the audit.

ARTICLE VI INSURANCE

Section 6.1 Maintenance of Insurance. The Association shall maintain insurance complying with the following requirements; provided, that in the event any type or amount of insurance described below is not available or is not available at commercially reasonable rates, then the Executive Board shall attempt to obtain insurance that is as close as possible to that specified below and is available at commercially reasonable rates.

Section 6.2 Liability Insurance. The Association shall maintain commercial general liability insurance complying with requirements of **Section 6.7** hereof, insuring the Unit Owners, their officers, directors and employees (in their capacity as owners of the Common Elements and as Association members), their Permitted Mortgagees, the Association, any Managing Agent and the officers, directors and employees of the Association and Managing Agent against any liability to the public or to other Unit Owners or their respective Occupants and Permittees relating in any way to the ownership, operation, maintenance or use of the Common Elements. Such insurance policy shall contain a "severability of interest endorsement" or equivalent coverage which precludes the insurer from denying the claim of the Unit Owner because of the negligent acts of any other Unit Owner. The Association shall maintain commercially reasonable limits of liability. These limits may be satisfied through a combination of primary and excess policies. Such insurance shall include protection against legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Elements, or liability for property of others.

6.2.1 The scope and amount of coverage of all liability insurance policies shall be reviewed annually by the Executive Board and may be changed in its reasonable discretion, provided that such policies shall continue to comply with the requirements of this **Section 6.2** and **Section 6.7** hereof.

Section 6.3 Property Insurance. The Association shall maintain, to the extent reasonably available, “all risk” insurance against direct physical loss by damage to or destruction of the Common Elements (to the extent such Common Elements are insurable), in an amount equal to the full insurable replacement value thereof (exclusive of excavation and foundation costs), without deduction for depreciation, and with a deductible provision in an amount to be determined by the Executive Board insuring all Unit Owners and Permitted Mortgagees as their interests may appear.

Section 6.4 Workers’ Compensation Insurance. Such workers’ compensation insurance as applicable law may require.

Section 6.5 Directors’ Liability Insurance. Directors’ and officers’ liability insurance sufficient to satisfy the indemnification obligation of the Association under **Section 9.3.5** hereof.

Section 6.6 Fidelity Insurance. Fidelity insurance coverage against dishonest acts on the part of the officers, directors, Managing Agent, if any, employees, volunteers or other persons responsible for handling funds belonging to the Association. Such insurance shall be for the benefit of the Association.

Section 6.7 Required Provisions. Insurance policies obtained by the Association shall be in accordance with any requirements established by the Executive Board in its sole discretion.

Section 6.8 Other Insurance. In addition to the insurance coverage described above, the Association shall maintain such other insurance as the Executive Board may determine to be necessary in its sole discretion. Certificates of insurance evidencing any and all insurance policies shall be sent to any Unit Owner requesting such certificates within fifteen (15) days of written request.

Section 6.9 Unit Owners’ Insurance. Each Unit Owner shall obtain and maintain commercially reasonable insurance coverage with respect to its Unit.

Section 6.10 Releases of Claims. Provided that the following releases do not void any insurance coverage obtained by the Association and/or any Unit Owner, and further provided that waivers of subrogation are obtainable without additional, material expense, each Unit Owner and the Association hereby waives and releases any and all claims which it may have against any other Unit Owner, the Association, the Executive Board and members thereof, any Managing Agent and their respective lessees, officers, directors, employees, agents, contractors and Permittees for damage to the Common Elements, the Units, or to any personal property located within the Units or Common Elements caused by fire or other casualty or any other act or omission of any such party to the extent that such damage is covered by insurance, or would have been covered by insurance if such Unit Owner or the Association, as applicable, had carried the insurance coverage required to be maintained by the Unit Owner or the Association, as applicable, pursuant to this **Article VI.**

Section 6.11 Insurance Premiums a Common Expense. Unless otherwise provided in this Declaration, the premiums for all insurance obtained or maintained by the Executive Board on behalf of the Association shall be a Common Expense.

ARTICLE VII MAINTENANCE RESPONSIBILITIES

Section 7.1 Association Responsibilities. The Association, through the Executive Board, shall be responsible for the operation, maintenance, repair and replacement of the Common Elements the cost of all of which shall be assessed as set forth in **Section 5.1** above. In connection therewith, the Executive Board shall:

7.1.1 Keep and maintain or cause to be kept and maintained all improvements on and constituting part of the Common Elements in good order and state of repair and keep the Common Elements in a clean, litter-free and sanitary condition and in compliance with all Governmental Requirements;

7.1.2 Keep and maintain or cause to be kept and maintained all entranceways, accessways, roadways, sidewalks and parking areas reasonably free from snow and ice; and

7.1.3 Maintain or cause to be maintained all landscaped areas which are part of the Common Elements.

Section 7.2 Damage to Common Elements. Any portion of the Common Elements which is damaged by a casualty or other cause shall be repaired or replaced promptly by the Association from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the Common Elements damaged or destroyed, the Association may make a Special Assessment to cover the additional costs of repair or replacement.

Section 7.3 Unit Owners' Responsibilities. Each Unit Owner shall be responsible for the operation, maintenance, repair and replacement, at its own expense, of all improvements within or serving their Unit.

Section 7.4 Cost of Repairs and Replacements.

7.4.1 The cost of any repair or replacement required to be performed by the Association in excess of insurance proceeds shall be a Common Expense.

7.4.2 The cost of repair or replacement specifically required by this Declaration to be performed by a Unit Owner in excess of insurance proceeds shall be paid by the Unit Owner.

Section 7.5 Construction. Notwithstanding any provision to the contrary contained in this Declaration, during the construction, replacement, reconstruction or alteration or other improvement within any Unit, the Owner of such Unit shall repair, at its own expense, any and all damage to any other Unit(s) or the Common Elements to the extent caused by such construction work and shall indemnify, defend and hold harmless the Association, the Executive Board and the other Unit Owners and Occupants of the Condominium and their Permittees from and against any and all injury, loss, claim or damage to any person or property to the extent arising out of, or in any way connected with such construction work. Any such construction work shall be diligently prosecuted to completion in a good and workmanlike manner, in compliance with all Governmental Requirements.

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7.5.1 Any Unit Owner that desires to construct, replace, reconstruct or materially alter their Unit shall:

- (a) Obtain all necessary permits and approvals required by applicable law.
- (b) Notify the Executive Board prior to the commencement of the construction or alterations and obtain consent from the Executive Board.
- (c) Comply with the terms and conditions of this Declaration.
- (d) Perform such construction and/or alterations without the imposition of any mechanics' or materialmen's liens on any portion of the Property other than its own Unit, or if such mechanics' or materialmen's liens are filed, bond or take such other action as may be necessary to discharge the same within sixty (60) days after filing.
- (e) Conduct any construction work undertaken by it in such manner so as not to unreasonably interfere with and so as to minimize disruptions of the use and enjoyment of the remainder of the Condominium or any part thereof by the other Unit Owners and their respective Occupants and Permittees. To the extent a damage occurs to any portion of the Common Elements or other Units as a result of any such construction work, such damage shall be the responsibility of the Unit Owner performing such construction work or causing such construction work to be performed, and shall be repaired by such Unit Owner promptly after such Unit Owner's receipt of written notice from the Executive Board at such Unit Owner's sole cost and expense, to the same condition as existed immediately prior to such damage.
- (f) Furnish a certificate of insurance to the Executive Board showing that each contractor it employs to construct or alter the Building or other improvement has obtained as to its activities relating to the Condominium appropriate workers' compensation insurance required by law and the same type of liability insurance as the Unit Owner is required to carry pursuant to **Sections 6.9.3** and **6.9.4** of this Declaration, in commercially reasonable amounts, and has obtained any other coverage as the Executive Board may reasonably require. Any liability policies required to be carried pursuant to the terms hereof shall name the Unit Owners individually and the Association and its Executive Board as additional insureds.

7.5.2 The provisions of this **Article VII** shall not be amended without the affirmative vote of the Unit Owners.

ARTICLE VIII

EXECUTIVE BOARD OF THE ASSOCIATION

Section 8.1 Appointment of the Executive Board.

Section 8.2 Powers of the Executive Board. Except for those powers expressly reserved to the Association as provided in this Declaration or the Bylaws, the Executive Board of the Association shall possess all of the powers and duties granted to the Association by the Act, this Declaration and the Bylaws, including, without limitation, the power to promulgate Rules and Regulations. The powers of the Executive Board shall also include but not be limited to the following:

(a) The power to appoint committees of the Executive Board and to delegate to such committees the Executive Board's authority to carry out certain duties of the Executive Board, subject to the approval and control of the Executive Board; and

(b) The power to engage and terminate the services of any Persons (including, but not limited to, accountants, attorneys and Managing Agents) deemed necessary by the Executive Board, at such compensation as is deemed reasonable by the Executive Board, to assist in the operation, repair, maintenance and management of the Common Elements; provided, that no such employee or agent shall have any right or responsibility to approve the Association's budgets or make Assessments against Unit Owners.

Section 8.3 Operation of the Executive Board.

8.3.1 The Executive Board shall be comprised of nine (9) members from five sub-groups of tenants as follows : one from the Factory Works 501 c-3 organization; two from the 5th floor residences; two from the second and third floor residents of buildings 1, 3, 4, and 5; two from the second, third and fourth floor studio spaces in buildings 7, 9, and 10; and two from the ground floor retail and commercial spaces plus the second floor of building 6, known as the Clerestory Event Space. The members of the Executive Board shall be chosen by a duly-constituted election annually. Each Unit Owner shall have one vote per board member in its subgroup as designated in Exhibit D in the said election, such vote to accrue from and after the date that such Unit Owner acquires title to its Unit.

8.3.2 Each member of the Executive Board shall be allocated one vote.

8.3.3 In matters requiring the votes of the Unit Owners, each Unit shall be allocated one vote. Any matter requiring approval of the Unit Owners shall require the consent of a majority of the Unit Owners.

**ARTICLE IX
LIMITATION OF LIABILITY**

Section 9.1 Fiduciary Duty. In the performance of their duties, the officers and members of the Executive Board shall stand in a fiduciary relation to the Association and shall perform their duties, including duties as members of any committee of the Board upon which they may serve, in good faith, in a manner they reasonably believe to be in the best interests of the Association and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances.

Section 9.2 Good Faith Reliance. In performing his or her duties, an officer or Executive Board member shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following:

- (a) One or more other officers or employees of the Association whom the officer or Executive Board member reasonably believes to be reliable and competent in the matters presented.
- (b) Counsel, public accountants or other persons as to matters which the officer or Executive Board member reasonably believes to be within the professional or expert competence of such person.
- (c) A committee of the Executive Board upon which he or she does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the officer or Executive Board member reasonably believes to merit confidence.
- (d) An officer or Executive Board member shall not be considered to be acting in good faith if he or she has knowledge concerning the matter in question that would cause his or her reliance to be unwarranted.

Section 9.3 Limited Liability.

9.3.1 The members of the Executive Board and officers, in their capacity as such, shall not be personally liable for monetary damages for any action taken, or any failure to take any action, unless he or she has breached or failed to perform the duties of his or her office under the standards described above; provided, however, that the provisions of this **Section 9.3** shall not apply to the responsibility or liability of an Executive Board member or officer pursuant to any criminal statute.

9.3.2 In discharging the duties of their respective positions, the Executive Board members and officers may, in considering the best interests of the Association, consider the effects of any action upon employees and upon suppliers of the Association and upon the community in which the Condominium is located, and all other pertinent factors. The consideration of those factors shall not constitute a violation of the standards described above.

9.3.3 Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as an Executive Board member or officer or any failure to take any action shall be presumed to be in the best interests of the Association.

9.3.4 To the extent permissible under Pennsylvania law, reasonable expenses incurred by an Executive Board member or officer in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action as such expenses become due, upon the request of the Executive Board member or officer, after the Association has received an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Association.

9.3.5 To the extent permitted under Pennsylvania law, 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 reasonable attorneys' fees, reasonably incurred by or imposed upon him or her 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 in such cases wherein such Executive Board member and/or officer is adjudged guilty of breach of the standards of conduct described above; provided, that in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he or she is then an Executive Board member) approves such settlement and reimbursement as being in the best interests of the Association; and provided further, that indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board member and/or officer had no reasonable cause to believe his or her conduct was unlawful. The indemnification by the Unit Owners set forth in this **Section 9.3.5** 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.

9.3.6 The Executive Board shall obtain insurance to satisfy the indemnification obligation of the Association and all Unit Owners set forth in **Section 9.3.5** above, if and to the extent available.

ARTICLE X

PERMITTED MORTGAGES; RIGHTS OF PERMITTED MORTGAGEES

Section 10.1 Permitted Mortgages. Whether or not they expressly so state, all Permitted Mortgages (and all other mortgages covering Units in the Condominium) and the obligations secured thereby shall be deemed to provide, generally, that the Permitted Mortgage, and the rights and obligations of the parties thereto, shall be subject to the terms and conditions of the Act and the Condominium Documents, and shall be deemed to provide specifically, but without limitation, that the Permitted Mortgagee shall have no right to participate in the adjustment of losses to the Common Elements with any insurers thereof or in the decision as to whether or not or how to repair or restore damage to or destruction of the Common Elements. When a Permitted Mortgage is delivered to the Permitted Mortgagee, the Unit Owner shall simultaneously provide executed or conformed copies to the Executive Board. The Secretary shall maintain a register of Permitted Mortgagees showing the names and addresses of the Permitted Mortgagees and the amounts secured by their Permitted Mortgagees.

ARTICLE XI

UNITS SUBJECT TO CONDOMINIUM DOCUMENTS; EMINENT DOMAIN

Section 11.1 Applicability of Condominium Documents. Each present and future Unit Owner, and its Occupants and their Permittees and the holders of any mortgage covering such Unit shall be subject to and comply with the provisions of the Act, the Condominium Documents and the covenants, conditions and restrictions, if any, as set forth in the deed to such Unit. Unless a lease instrument provides to the contrary or unless a mortgagee takes possession of a Unit, or takes title to the Unit through purchase at foreclosure sale or deed in lieu of foreclosure, nothing contained herein shall impose upon any lessee or mortgagee of a Unit any obligation which the Act or one or more of the Condominium Documents, or both, make applicable only to Unit Owners (including, without limitation, the obligation to pay Assessments). The acceptance of a deed or mortgage to any Unit, or the entering into occupancy of any Unit shall constitute an agreement that the provisions of the Act, the Condominium Documents and the covenants, conditions and restrictions set forth in the deed to such Unit are accepted and ratified by such grantee, Occupant or mortgagee. All of such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, lease, mortgage or other instrument conveying title to an interest or estate in such Unit.

Section 11.2 Relocation of Boundaries. The boundaries of the Units may be relocated only by an amendment to the Declaration pursuant to §3214 of the Act and upon receipt of the express mutual written consent of the Owners.

Section 11.3 Subdivision and Conversion of Units. No Unit may be subdivided into additional Units pursuant to §3213 of the Act unless such subdivision is unanimously approved by all Unit Owners in the Association.

Section 11.4 Eminent Domain. If all or part of the Common Elements is to be taken by eminent domain, each Unit Owner shall be entitled to notice thereof. In any proceedings for the determination of damages, such damages shall be determined for such taking as a whole, and not for each Unit Owner's interest therein. The Association shall represent the Unit Owners in the condemnation proceedings and in negotiations with the condemning authority. In the event of a taking or acquisition of part or all of the Common Elements by a condemning authority, the award or proceeds of settlement shall be payable to the Association to be held in trust for Unit Owners and their Permitted Mortgagees. The award for eminent domain acquisition of a Limited Common Element shall be attributed to the Owner of the Unit to which the Limited Common Element was allocated at the time of acquisition.

Section 11.5 Termination. Except in the case of a taking of all Units by eminent domain, the Condominium may be terminated only by unanimous vote of all Unit Owners.

Section 11.6 Non-Residential Condominium. Every subsequent grantee of a Unit waives each and every provision of Chapter 34 of the Act, and upon each sale by a Unit Owner, the purchaser shall be deemed to have waived the provisions of Chapter 34 of the Act. The seller of such Unit shall obtain a written waiver to such effect from the purchaser of the Unit, but such waiver described in the preceding sentence shall be deemed effective even in the absence of a writing to such effect.

ARTICLE XII AMENDMENT OF DECLARATION

Section 12.1 Amendment Generally. 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, but in no event shall any amendment be valid without the consent of the Unit Owners.

Section 12.2 Other Amendments. If any amendment is necessary in the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provision of this Declaration or the Plats and Plans which is defective or inconsistent with any other provision hereof or thereof or with the Act, or to change or correct anything appearing or failing to appear in the Plats and Plans which is incorrect, defective or similarly inconsistent, the Executive Board may, at any time and from time to time, effect such amendment without the approval of the Unit Owners or Permitted Mortgagees upon receipt by the Executive Board of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this sentence, together with a certificate from an independent registered architect or licensed professional engineer in the case of any such amendment to the Plats and Plans.

Section 12.3 Recording. Each duly adopted amendment shall be effective upon the recording of an appropriate instrument executed by the President or Vice President of the Executive Board and attested by the Secretary.

ARTICLE XIII INTERPRETATION

Section 13.1 Construction. The provisions of this Declaration shall be liberally construed in order to effectuate the Unit Owners' desire to create a uniform plan for development and operation of a condominium project. The headings of the various Sections of this Declaration and the table of contents are intended solely for the convenience of the readers of this Declaration.

ARTICLE XIV SEVERABILITY

Section 14.1 Provisions Severable. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof unless such deletion shall destroy the uniform plan for operation of the condominium project which this Declaration is intended to create.

ARTICLE XV ESTOPPEL CERTIFICATE

Section 15.1 Estoppel Certificates.
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15.1.1 The Executive Board agrees that within ten (10) days after written request by a Unit Owner (the “**Requestor**”), it will issue to such Requestor, or its prospective mortgagee or purchaser, a complete copy of all Condominium Documents then in effect (including all amendments thereto) and an estoppel certificate containing the information recited in Section 3407(a)(1) through (17) of the Act, if and to the extent applicable.

15.1.2 Any statement rendered pursuant to this **Section 15.1** shall act as a waiver of any claim by the Association to the extent such claim is based upon facts contrary to those asserted in the statement and to the extent the claim is asserted against a bona fide encumbrancer or purchaser for value without knowledge of facts to the contrary of those contained in the statement, and who has acted in reasonable reliance upon the statement. The issuance of an estoppel certificate shall in no event subject the Association or any member of the Executive Board to any liability for any negligent or inadvertent failure to disclose correct and/or relevant information (but it shall estop the Association and Executive Board from making assertions contrary to those set forth in the certificate for the period covered by the certificate). The costs of photocopying the Condominium Documents and preparing the estoppel certificate shall be borne by the Requestor.

ARTICLE XVI ENFORCEMENT

Section 16.1 Intention. In addition to a document satisfying the statutory requirements for creating the Condominium and enforceable as provided herein and under the Act, the Declarant intends this Declaration to be enforceable also as an agreement among the Association, the Unit Owners and their Occupants, the covenants of which attach to and run with the land, in the same manner and to the same extent as a reciprocal operating and easement agreement among adjoining land owners in which a condominium is not involved.

Section 16.2 Disputes. Except for disputes regarding claims by the Association against a Unit Owner for collection of Common Expense Assessments, with respect to which this **Section 16.2** shall not apply, any dispute between or among the Association, any Unit Owner or Owners, the Executive Board or any member or officer thereof, relating to the meaning or interpretation of this Declaration, the use or condition of the Common Elements or Unit(s) (any of which is henceforth called an “**Association Claim**”), shall be subject to the following provisions:

16.2.1 Any Person with an Association Claim (the “**Claimant**”) shall notify the adverse party or parties (collectively, the “**Adverse Party**”) in writing of the claim, which writing shall describe the nature of the claim and the proposed remedy (the “**Claim Notice**”).

16.2.2 Within a reasonable period after receipt by the Adverse Party of the Claim Notice, which period shall not exceed thirty (30) days, the Adverse Party and the Claimant shall meet at a mutually acceptable place within the Property to discuss the claim. At such meeting or at such other mutually agreeable time, the Adverse Party and its representative shall have full access to any portion of the Property that is subject to the claim for the purposes of inspection thereof. The parties shall negotiate in good faith in an attempt to resolve the Claim. If the Adverse Party elects to take any corrective action to which the Claimant has consented, the Adverse Party and its

representatives and agents shall be provided full access to the affected area (if applicable) to take and complete such corrective action, subject to the other applicable provisions of this Declaration.

16.2.3 If the parties cannot fully resolve the Association Claim pursuant to the procedures described in the foregoing subsections of this **Section 16.2**, then any party to the dispute may serve upon the other parties to the dispute a written notice demanding that the dispute be arbitrated pursuant to this **Section 16.2.4**, except that in no event shall arbitration be resorted to as a means of resolving an impasse concerning the making of any amendments to this Declaration or the Bylaws. Subject to the foregoing exclusion with respect to amendments, any disagreement, claim or controversy arising under or in connection with any Association Claim required under the terms hereof to be settled exclusively by arbitration shall be settled by arbitration in Lycoming County, Pennsylvania before a single arbitrator in accordance with the Commercial Rules of the American Arbitration Association, provided that, the arbitrator shall allow for discovery sufficient to adequately arbitrate any statutory claims, including access to essential documents and witnesses. The award or decision of the arbitrator with respect to such disagreement, claim or controversy shall be in writing with sufficient explanation to allow for such meaningful judicial review as permitted by law, and that such decision shall be enforceable in any court of competent jurisdiction and shall be binding on the parties hereto. In the event an arbitration claim is brought in connection with any breach of the terms hereof, the remedies available in arbitration shall be identical to those allowed at law and the arbitrator shall be entitled to award reasonable attorneys' fees to the prevailing party, consistent with applicable law.

Section 16.3 Abating and Enjoining Violations by Unit Owners, the Association or the Executive Board. Subject to the provisions of **Section 16.2** above, the violation of any Rules and Regulations adopted by the Executive Board, the breach of any provision contained in the Bylaws, the breach of any provision of this Declaration or the Condominium Act or the failure to comply with decisions of the Association that are made pursuant thereto by any Unit Owner, any Occupant or Permittee, the Executive Board or the Association, shall give the Executive Board, if appropriate, and any aggrieved Unit Owner the right, in addition to any other rights to which it may be entitled, to enjoin the continuance of any such breach and such cause of action may be brought by one or more such aggrieved Unit Owners against the Association, if applicable.

Section 16.4 Declaratory Judgments. The Executive Board shall have the authority to seek a declaratory judgment or other appropriate judicial relief or order to assist it in carrying out its responsibilities under this Declaration. All costs of obtaining such judgment, including reasonable attorneys' fees, shall be borne by the disputants, or in the absence of disputants, by the Association as a Common Expense.

Section 16.5 Attorneys' Fees. The prevailing party in any action brought to enforce the provisions of this Declaration shall be entitled to recover reasonable attorneys' fees and costs from the parties against whom such enforcement was successfully sought and obtained.

ARTICLE XVII MISCELLANEOUS

Section 17.1 Further Assurances. Each Unit Owner and the Association hereby agrees to execute such other documents or instruments of further assurance as any other Unit Owner or the Association may reasonably request for the purpose of confirming the covenants, restrictions and easements granted by this Declaration, or for the purpose of permitting such other Unit Owner or the Association to utilize the easements and rights granted for the benefit of such Unit Owner or the Association in this Declaration.

Section 17.2 No Dedication. No Unit Owner shall voluntarily dedicate for public use any portion of the Unit owned by such Unit Owner unless such dedication is approved by the unanimous vote of all Unit Owners in the Condominium

Section 17.3 Waiver. No waiver of any provision of this Declaration or consent to any departure from the provisions hereof shall be effective unless evidenced by a written instrument executed by the Association or the Unit Owner for whose benefit the provision being waived is made, and shall be effective only in the specific instance and for the purpose for which given. No failure or delay on the part of any Unit Owner or the Association in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 17.4 Excusable Delays. Whenever performance is required of any Person under this Declaration, such Person shall use due diligence to perform; provided, that if completion of performance shall be delayed at any time by reason of acts of God, war, pandemic, civil commotion, riots, strikes, picketing or other labor disputes, unavailability of labor or materials, damage to work in progress by reason of fire or other casualty, inability or delays in receiving approvals or permits, unforeseen site conditions, or any cause beyond the reasonable control of such Person, provided such Person has used due diligence and good faith in seeking such approvals or permits in a timely manner, then the time for performance as herein specified shall be appropriately extended by the amount of the delay actually so caused. The provisions of this Section shall not operate to excuse any Person from the prompt payment of any monies required by this Declaration.

Section 17.5 Approval Rights. Nothing contained in this Declaration shall limit the right of a Unit Owner to act in what it perceives to be its best business interests with respect to any matter as to which it has been granted a right of approval or consent herein, and any such exercise shall not be deemed inconsistent with any covenant of good faith or fair dealing implied by law or this Declaration.

Section 17.6 Declaration Shall Continue Notwithstanding Breach. It is expressly agreed that no breach of this Declaration shall (i) entitle any Person bound hereby to cancel, rescind, or otherwise terminate this Declaration, or (ii) defeat or render invalid the lien of any mortgage made in good faith and for value as to any Unit. However, such limitation shall not affect in any manner any other rights or remedies which a Person may have hereunder by reason of any such breach.

Section 17.7 Time. Time is of the essence of this Declaration.

Section 17.8. Zoning, Subdivision and Land Development. The development or redevelopment of any structures or buildings on any Unit or Common Element, or the allocation

or division of land or space, whether initially or cumulatively, between or among the Unit Owners, for the purpose of streets, common areas, parking areas, access drives or other features, shall be subject to the provisions of any applicable zoning, subdivision, land development, building code or other law, ordinance or regulation. For such purposes, the Condominium as a whole may be considered as a single parcel for compliance with area and bulk requirements of the City's ordinances, but for no other purpose.

[Remainder of page intentionally left blank]

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

PJ HOLDING LLC

By: _____

By: _____

Name:

Title:

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF :

AND NOW, this _____ day of _____, 2022, before me, the undersigned Notary Public, appeared _____, who acknowledged himself to be the Managing Member of PJ Holding, LLC, a Pennsylvania Limited Liability Company, and he, as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of PJ Holding LLC, by himself as Managing Member.

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

Notary Public

My commission expires:

CONSENT AND JOINMDER OF MORTGAGEE

THIS CONSENT AND JOINDER is made this ____ day of _____, 2022 by _____ (“Mortgagee”).

WITNESSETH

WHEREAS, Mortgagee is the owner and holder of that certain Open-End Mortgage and Security Agreement dated _____ and recorded in the Recorder of Deeds Office in and for Lycoming County, Pennsylvania (“Recorder’s Office”) in Book ____, Page ____ (the “Mortgage”).

WHEREAS, the Mortgage encumbers the real property and improvements located thereon as described in the Declaration of Condominium for The Pajama Factory, a Condominium, recorded or to be recorded in the Recorder’s Office (“Declaration”).

WHEREAS, the Mortgagee has agreed to consent to the recordation of the Declaration and subordinate and subject its Mortgage to the Declaration.

NOW THEREFORE, intending to be legally bound hereby, agrees as follows:

1. Mortgagee does hereby consent to the recordation of the Declaration.
2. Mortgagee agrees and acknowledges that the Mortgage is subordinate to and subject to the Declaration having the same effect as if the Declaration was recorded prior in time to the Mortgage.
3. Mortgagee acknowledges that it is a Permitted Mortgagee under the Declaration and subject to all rights and privileges of a Permitted Mortgagee under the Declaration.
4. This Consent and Joinder shall apply and be effective solely to the matters described herein and nothing herein contained shall otherwise affect, alter or modify in any manner whatsoever, the terms and conditions, lien, operation, effect and priority of the Mortgage to the property and improvements encumbered thereby.

IN WITNESS WHEREOF, Mortgagee has caused this instrument to be executed by its duly authorized officer the day and year first above written.

By: _____
Name:
Title:

COMMONWEALTH OF PENNSYLVANIA :
: ss
COUNTY OF :

On this, the _____ day of _____, 2021, before me, the undersigned officer, personally appeared _____, who acknowledged herself/himself to be a _____ of _____, and that she/he, being authorized to do so, executed the within instrument for the purposes therein contained.

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

MY COMMISSION EXPIRES:

NOTARY PUBLIC

EXHIBIT A
LEGAL DESCRIPTION OF REAL ESTATE

[To be inserted]

EXHIBIT B
EASEMENTS AND OTHER ENCUMBRANCES OF RECORD

[To be inserted]

EXHIBIT C
PLATS AND PLANS

[To be inserted]

EXHIBIT D
PERCENTAGE INTERESTS

Percentage Interests

Voting Percentage

BYLAWS
OF
THE PAJAMA FACTORY CONDOMINIUM ASSOCIATION

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ARTICLE I Introductory Provisions

1.1 Applicability. These Bylaws provide for the governance of the Association pursuant to the requirements of § 3306 of the Act with respect to the Condominium created by the recording of the Declaration among the land records of Lycoming County.

1.2 Definitions. Capitalized terms used herein without definition shall have the meanings specified for such terms in the Declaration to which these Bylaws pertain or, if not defined therein, the meanings specified or used for such terms in the Act.

1.3 Compliance. Pursuant to the provisions of the Act, every Unit Owner and all Persons entitled to occupy a Unit shall comply with these Bylaws.

1.4 Office. The office of the Condominium, the Association, and the Executive Board shall be located at the Property or at such other place as may be designated from time to time by the Executive Board.

ARTICLE II The Association

2.1 Composition. The Association is hereby organized on the date hereof as an unincorporated condominium unit owners' association pursuant to the Act. The Association shall consist of all of the Unit Owners acting as a group in accordance with the Act, the Declaration and these Bylaws. A Person shall automatically become a member of the Association when he acquires legal title to a Unit. A Unit Owner cannot resign from membership or transfer membership except appurtenant to transfer of title to a Unit. Transfer of membership shall be automatic upon transfer of title, but the Association may treat the prior Unit Owner as the member until satisfactory evidence of the recording of the instrument transferring title is presented to the Secretary. The Association shall have the responsibility of administering the Condominium, establishing the means and methods of collecting assessments and charges, arranging for the management of the Condominium Property and performing all of the other acts that may be required or permitted to be performed by the Association pursuant to the Act and the Declaration. The foregoing responsibilities shall be performed by the Executive Board and/or the Managing Agent as more particularly set forth in the Declaration and these Bylaws.

2.2 Annual Meetings. The annual meetings of the Association shall be held in October of each year on such day, place and time as determined by the Executive Board. At such annual meetings the Executive Board shall be appointed by the Unit Owners in accordance with the provisions of the Declaration and these Bylaws and such other business as may properly come before the meeting may be transacted.

2.3 Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Unit Owners as may be designated by the Executive Board.

2.4 Special Meetings. The President shall call a special meeting of the Association if so directed by resolution of the Executive Board or upon written demand of a Unit Owner. The notice of any special meeting shall state the time, place and purpose thereof. Such meeting shall be held within thirty (30) days after such demand. No business shall be transacted at a special meeting except as stated in the notice.

2.5 Notice of Meetings. The Secretary shall give to each Unit Owner a notice of each annual or regularly scheduled meeting of the Association in the manner prescribed by §3308 of the Act at least twenty (20) but not more than sixty (60) days, and of each special meeting of the Unit Owners at least ten but not more than forty-five days (45) days, prior to such meeting, stating the time, place and purpose thereof and such other information as required pursuant to the Act. The giving of a notice of meeting in the manner provided in this Section and Section 6.1 of these Bylaws shall be considered service of notice.

2.6 Adjournment of Meetings. If at any meeting of the Association a quorum is not present, any Unit Owner at such meeting may adjourn the meeting to a time not less than forty-eight (48) hours after the time for which the original meeting was called. All proxies and mail-in ballots submitted to the Association by Unit Owners for use at the first scheduled meeting date shall remain valid for use in quorum calculations and balloting at the adjournments thereof, unless they are revoked before the adjourned meeting is called to order. Unit Owners who have not submitted proxies or mail in ballots for a scheduled meeting may participate in the adjourned meetings, and be deemed present for purposes of quorum calculations, by submitting proxies or mail in ballots for use in casting votes at an adjourned meeting, provided that all proxies or mail in ballots must be delivered to the Secretary or the person presiding over the meeting prior to the time the meeting is called to order.

2.7 Voting. Unit Owners who are present at a meeting may vote in person, by show of hands or written ballot, including secret ballots, as the Board may establish incident to the adoption of meeting rules and procedures, on all matters. The number of votes in the Association to which each Unit Owner is entitled shall be the votes assigned to his or her Unit in the Declaration. If the Owner of a Unit is other than a natural person, the natural person who shall be entitled to cast the vote for such Unit shall be the person named in a certificate executed by such Unit Owner pursuant to its governing documents. If the owner of a Unit is a trust, the trustee or trustees shall be deemed to be the Unit Owner for voting purposes. Where the ownership of a Unit is in more than one person, the natural person who shall be entitled to cast the vote of such Unit shall be the person named in a certificate executed by all of the owners of such Unit and filed with the Secretary or, in the absence of such named person from the meeting or the failure to execute and file such a certificate, the person who shall be entitled to cast the vote of such Unit shall be the person owning such Unit who is present. If more than one of the multiple owners are present, the votes allocated to that Unit may be cast only in accordance with their unanimous agreement. There shall be deemed to be unanimous agreement if any one of the multiple owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit. Such certificate shall be valid until revoked by a subsequent certificate similarly executed. Except where execution by owners of a Unit in the same manner as a deed is required and subject to the provisions of the Declaration, wherever the approval or disapproval of a Unit Owner is required, such approval or disapproval shall be made only by the natural person who would be entitled to cast the vote of such Unit at any meeting of the Association.

Except with respect to appointment or election of members of the Executive Board and except as otherwise required by the Act, the Declaration or these Bylaws, a majority of the owners of Units holding one hundred percent (100%) of the aggregate votes of those Unit Owners voting in person or by proxy at one time at a duly convened meeting at which a quorum is present is required to adopt decisions at any meeting of the Association. Voting may be accomplished at the discretion of the Executive Board at or after a meeting by written or email ballots to be deposited at such place and during such time (up to a maximum of 120 days) as determined by the Executive Board from time to time.

The Executive Board, in lieu of calling an Association meeting, may submit any question to a vote of the Association by a ballot by mail or email. In order to conduct a ballot by mail or email for a question submitted to a vote of the Unit Owners, the Board shall serve a notice upon all Unit Owners which shall (i) state with specificity in terms of motions the questions upon which the vote is to be taken;

(ii) state the date by which ballots must be received in order to be counted; (iii) provide an official ballot for the purposes of the vote; and (iv) state the date upon which the action contemplated by the motion(s) shall be effective. No actions contemplated by a question submitted to a ballot by mail or email shall be taken unless a majority of all votes in the Association submit ballots approving such action.

2.8 Proxies. A vote may be cast in person or by proxy. If a Unit is owned by more than one Person, each Owner of the Unit may vote or register protest to the casting of votes by the other Owners of the Unit through a duly executed proxy. Such proxy may be granted by any Unit Owner in favor of only another Unit Owner or a Permitted Mortgagee. Proxies shall be duly executed in writing, shall be valid only for the particular meeting designated therein or a subsequent convening thereof after an adjournment and must be filed with the Secretary before the appointed time of the meeting. Such proxy shall be deemed revoked or void, in addition to situations set forth in the Act and in Section 2.1 above, only upon actual receipt by the person presiding over the meeting of written notice of revocation from the grantor(s) of the proxy. No proxy shall be valid for a period in excess of one (1) year after the execution thereof. A proxy is void if it is not dated or purports to be revocable without notice. Voting rights may be assigned to holders of Permitted Mortgages as collateral for loans secured by such Permitted Mortgages. Directed proxies may be utilized if approved by the Board in adopting the meeting agenda and voting rules and procedures. Directed proxies must be in a form supplied by the Secretary; a directed proxy in any other form shall be rejected and deemed invalid for all purposes. Unit Owners may not grant a proxy and cast a mail-in or email ballot on the same question or election. If a proxy is granted and a mail-in or email ballot is cast by a Unit Owner on the same question, or for election or removal of any candidate for the Board, then the proxy shall be deemed void for the issue, or issues, upon which the Unit Owner has cast a mail-in or e-mail ballot, and the mail-in or e-mail ballot shall be counted.

2.9 Quorum. Except as set forth below, the presence in person or by proxy of a majority of the Unit Owners entitled to cast the votes in the Association at the commencement of a meeting shall constitute a quorum at all meetings of the Association. All proxies and, if mail in or email balloting is authorized by the Board, then ballots cast by Unit Owners by mail or e-mail, shall be counted toward the calculation of a quorum.

2.10 Conduct of Meetings. The President (or in his or her absence, a vice-president) shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting as well as a record of all transactions occurring thereat. The then current edition of Robert's Rules of Order shall govern the conduct of all meetings of the Association when not in conflict with the Declaration, these Bylaws or the Act. All votes shall be tallied as prescribed by the President. The President, or the Board by unanimous vote, shall call all motions for the vote of the Unit Owners. The President, or the Board by unanimous vote, shall have the power to close debate on, or table, any questions, motions or discussions pending before the Unit Owners.

2.11 Documents and Records. Copies of the Declaration, Plats and Plans, Bylaws, Rules and Regulations, contracts to which the Association is a party and all books, records and financial statements of the Association, including the minutes of Executive Board and Association meetings, shall be available for inspection in the offices of the Association or its Operator during normal business hours or at other reasonable times upon the request of any Unit Owner or any Permitted Mortgagee.

ARTICLE III Executive Board

3.1 Number and Qualification. The affairs of the Association shall be governed by an Executive Board. The Executive Board shall be composed of natural persons, all of whom shall be at

least eighteen (18) years of age and shall be nominated, elected, designated or appointed as provided in the Declaration. There shall be nine (9) members of the Executive Board.

3.2 Delegation of Powers; Managing Agent. The Executive Board may employ a Managing Agent to perform such duties and services as the Executive Board shall authorize, including, but not limited to, all of the duties listed in the Act, the Declaration and these Bylaws; provided, however, where a Managing Agent does not have the power to act under the Act, the Declaration or these Bylaws, such duties shall be performed as advisory to the Executive Board.

3.3 Organization Meeting. The first meeting of the Executive Board following each annual meeting of the Association shall be held within ten (10) days thereafter at such time and place as shall be fixed by the President (even if he or she is the outgoing President) at the meeting at which such Executive Board shall have been elected, and no notice shall be necessary to the newly elected members of the Executive Board in order legally to constitute such meeting, providing a majority of the whole Executive Board shall be present at such meeting.

3.4 Regular Meetings. Regular meetings of the Executive Board may be held at such time and place as shall be determined from time to time by the Unit Owners, but such meetings shall be held at least once every six months during each fiscal year. Notice of regular meetings of the Executive Board shall be given to each member, by mail, personal delivery, telecopy or e-mail, at least three (3) business days prior to the day named for such meeting.

3.5 Special Meetings. Special meetings of the Executive Board may be called by the President on at least three (3) business days' notice to each member, given as set forth above, which notice shall state the time, place and purpose of the meeting. Special meetings of the Executive Board shall be called by the President or Secretary in like manner and on like notice on the written request of any member of the Executive Board.

3.6 Waiver of Notice. Any member may at any time, in writing, waive notice of any meeting of the Executive Board, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any meeting of the Executive Board shall constitute a waiver of notice by him or her of the time, place and purpose of such meeting. If all members are present at any meeting of the Executive Board, no notice shall be required and any business may be transacted at such meeting.

3.7 Quorum of the Executive Board. At all meetings of the Executive Board, a majority of the members shall constitute a quorum for the transaction of business. If at any meeting of the Executive Board there shall be less than a quorum present, any member present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice. Each member of the Executive Board shall be entitled to cast one vote. One or more members of the Executive Board may participate in and be counted for quorum purposes at any meeting by means of conference telephone, Zoom or similar communication equipment by means of which all persons participating in the meeting can recognize and hear each other.

3.8 Compensation. No member of the Executive Board shall receive any compensation from the Association for acting as such, but may be reimbursed for any expenses incurred in the performance of his duties.

3.9 Conduct of Meetings. The President shall preside over all meetings of the Executive Board and the Secretary shall keep a minute book of the Executive Board, recording therein all resolutions adopted by the Executive Board and a record of all transactions and proceedings occurring at

such meetings. The then current edition of Robert's Rules of Order shall govern the conduct of the meetings of the Executive Board when not in conflict with the Declaration, these Bylaws or the Act. Persons who are not Board members shall have no right to attend Executive Board meetings unless the Board decides otherwise.

3.10 Action Without Meeting. Any action by the Executive Board required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Executive Board shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the minutes of the proceedings of the Executive Board.

3.11 Validity of Contracts with Interested Executive Board Members. No contract or other transaction between the Association and one or more of its Executive Board members or between the Association and any corporation firm, or association in which one or more of the Executive Board members of the Association are directors or officers, or are financially interested, shall be void or voidable because such Executive Board member or members are present at any meeting of the Executive Board or a committee thereof which authorized or approved the contract or transaction or because his or their votes are counted, if the circumstances specified in either of the following subparagraphs exists:

(a) The fact that an Executive Board member is also such a director or officer or has such financial interest is disclosed or known to the Executive Board, is noted in the minutes thereof, and the Executive Board or Committee authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose, counting the vote or votes of such Executive Board member or members; or

(b) The Contract or transaction is made in good faith and is not unconscionable to the Association at the time it is authorized, approved or ratified.

3.12 Inclusion of Interested Executive Board Members in the Quorum. Any Executive Board member holding such director or officer position or having such financial interest in another corporation, firm or association may be counted in determining the presence of a quorum at a meeting of the Executive Board which authorizes, approves or ratifies a contract or transaction of the type described in Section 3.14 hereof.

ARTICLE IV Officers

4.1 Designation. The principal officers of the Association shall be the President and Secretary. All officers shall be elected by the Executive Board. The Executive Board may appoint such other officers as in its judgment may be necessary. The President shall be a member of the Executive Board. An officer may hold more than one office.

4.2 Election of Officers. The officers of the Association shall be elected annually by the Executive Board at the organization meeting of each new Board and shall hold office at the pleasure of the Executive Board.

4.3 Removal of Officers. Upon the affirmative vote of a majority of the members of the Executive Board, any officer may be removed, either with or without cause, and a successor may be elected at any meeting of the Executive Board called for such purpose.

4.4 President. The President shall be the chief executive officer of the Association; preside at all meetings of the Association and of the Executive Board; and have all of the general powers and duties

which are incident to the office of president of a stock corporation organized under the laws of Pennsylvania. The President shall cease holding such office at such time as he or she ceases to be a member of the Executive Board.

4.5 Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Executive Board; have charge of such books and papers as the Executive Board may direct; maintain a register setting forth the place to which all notices to Unit Owners and holders of mortgages on any Units hereunder shall be delivered; and, in general, perform all the duties incident to the office of secretary of a stock corporation organized under the laws of Pennsylvania. The Secretary shall, upon request, provide any Person or cause to be provided to any Person entitled thereto a written statement or certification of the information required to be provided by the Association pursuant to §§ 3315(g), 3407(a) and 3407(b) of the Act.

4.6 Execution of Documents. All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations in excess of Twenty-Five Thousand Dollars (\$25,000) shall be executed by any two officers of the Association. All such instruments for expenditures or obligations of Twenty-Five Thousand Dollars (\$25,000) or less may be executed by any one officer of the Association or the Managing Agent. At the sole discretion of the officers of the Association, the specified limitations may be adjusted from time to time.

4.7 Compensation of Officers. No officer shall receive any compensation from the Association for acting as such officer, but may be reimbursed for any out-of-pocket expenses incurred in performing his or her duties; provided, however, the Secretary and Treasurer may be compensated for their services if the Executive Board determines such compensation to be appropriate.

ARTICLE V Amendments

5.1 Amendments to Bylaws. Subject to limitations, if any, set forth in the Declaration, these Bylaws may be modified or amended only by vote of Unit Owners entitled to cast a one hundred (100%) percent of the votes in the Association.

5.2. Amendments to the Declaration. All Executive Board members of the Association may prepare, execute, certify and record duly adopted amendments to the Declaration on behalf of the Association.

ARTICLE VI Miscellaneous

6.1 Notices.

(a) All notices, demands, bills, statements or other communications under these Bylaws or the Declaration (unless otherwise provided by law) (each of which is herein called a "Notice") shall be in writing and shall be deemed to have been duly given upon compliance with the following provisions of this Section 6.1, addressed (i) if to a Unit Owner, an officer of the Association or a member of the Executive Board, at the address which such person designates in writing and files with the Secretary or, if no such address is designated, at the address of the Unit of any such person who is a Unit Owner, or (ii) if to the Association, the Executive Board or the Manager, at the principal office of the Manager or at such other address as shall be designated by notice in writing to the Unit Owners pursuant to this Section. If a Unit is owned by more than one Person, each such Person who so designates a single address in writing to the Secretary shall be entitled to receive all notices hereunder. Each Unit Owners

may also register one (1) alternate address with the Secretary by written notice to the Secretary and, in that event, notices of meetings shall be given to the Unit Owner at his or her alternate address during times of the year designated in writing by such Unit Owner at least ten (10) days in advance. If any vote of the Unit Owners is to be conducted at a meeting, then the notice may also include proxy forms or mail-in ballots, as the Board may authorize, subject to the applicable provisions of these Bylaws.

(b) A Notice shall be deemed to have been given and received:

(i) If given by telecopy, when the telecopy is transmitted to the addressee's specified telecopy number and confirmation of complete receipt is received by the transmitting party during normal business hours or on the next business day if not confirmed during normal business hours;

(ii) If hand delivered to a party against receipted copy, when the copy of the notice is receipted by or on behalf of such party;

(iii) If given by a nationally recognized and reputable overnight delivery service, on the day on which the notice is actually received by the addressee thereof;

(iv) If given by e-mail, upon receipt by the transmitting party of confirmation of receipt from the recipient; or

(v) If given by certified mail, return receipt requested, postage prepaid, two (2) business days after it is Permitted with the United States Postal Service.

(c) A duplicate copy of the Notice by other means shall not act to change the date on which the Notice is deemed to have been received by the addressee thereof.

(d) If Notice is tendered under the provisions of these Bylaws and is refused by the intended recipient of the Notice, the Notice shall nonetheless be considered to have been given and shall be effective as of the date provided in these Bylaws. Notwithstanding anything herein to the contrary, any Notice that is given in a manner other than that provided in these Bylaws and that is actually received by an addressee, shall be effective with respect to such addressee upon his or her receipt of such Notice.

6.2 Books and Records. Upon written request to the Secretary of the Association, Unit Owners, their authorized agents, Permitted Mortgagees and servicers, insurers and guarantors of Permitted Mortgages shall have the right to inspect current copies of the Declaration, Bylaws, Rules and Regulations, books, records and financial statements of the Condominium and the Association.

(a) Upon request and at the cost of the Unit Owner, any Unit Owner shall be provided a copy of such records and minutes. All financial books and records shall be kept in accordance with generally accepted accounting practices.

(b) All books and records kept by or on behalf of the Association, including, but not limited to, the Association membership list, addresses and aggregate salary information of Association employees, shall be available for examination and copying by a Unit Owner in good standing or his or her authorized agent so long as the request is for a proper purpose related to his or her membership in the Association, and not for pecuniary gain or commercial solicitation. This right of examination shall exist without reference to the duration of membership and may be exercised (i) only during reasonable business hours or at a mutually convenient time and location and (ii) upon ten days' written notice reasonably identifying the purpose for the request and the specific books and records of the Association requested.

6.3 Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision thereof.

6.4 Gender. The use of the masculine gender in these Bylaws shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

ADOPTED as of this _____ day of _____, 2022, by the first members of the Executive Board.

NAME:

NAME:

NAME:

EXHIBIT D PERCENTAGE

Ground floor retail and commercial

2 EXECUTIVE BOARD

Unit #	Floor Area	% interest	Yearly maintenance	Monthly maintenance
2-101	832 Sq ft	0.35%	\$2,720	\$227
4-101	2,907 Sq ft	1.22%	\$9,505	\$792
5-101	4,913 Sq ft	2.06%	\$16,063	\$1,339
6-101	2,295 Sq ft	0.96%	\$7,504	\$625
6-102	1,054 Sq ft	0.44%	\$3,446	\$287
6-103	1,168 Sq ft	0.49%	\$3,819	\$318
6-107	235 Sq ft	0.10%	\$768	\$64
6-108	812 Sq ft	0.34%	\$2,655	\$221
6-109	319 Sq ft	0.13%	\$1,043	\$87
6-110	281 Sq ft	0.12%	\$919	\$77
6-111	301 Sq ft	0.13%	\$984	\$82
6-201	7,343 Sq ft	3.08%	\$24,008	\$2,001
6-202	1,039 Sq ft	0.44%	\$3,397	\$283
7-101	3,833 Sq ft	1.61%	\$12,532	\$1,044
7-102	1,117 Sq ft	0.47%	\$3,652	\$304
7-103	3,866 Sq ft	1.62%	\$12,640	\$1,053
9-101	5,518 Sq ft	2.31%	\$18,041	\$1,503
9-102	2,001 Sq ft	0.84%	\$6,542	\$545
10-101	3,413 Sq ft	1.43%	\$11,159	\$930
10-102	1,432 Sq ft	0.60%	\$4,682	\$390
10-103	2,327 Sq ft	0.98%	\$7,608	\$634
10-104	2,108 Sq ft	0.88%	\$6,892	\$574
10-105	1,308 Sq ft	0.55%	\$4,277	\$356
10-107	729 Sq ft	0.31%	\$2,383	\$199
Sub-total	51,151 Sq ft	21.44%	21.44%	

Factory Works

1 EXECUTIVE BOARD

Unit #	Floor Area	% interest	Yearly maintenance	Monthly maintenance
1-101	3,390 Sq ft	1.42%	\$11,084	\$924
3-101	5,465 Sq ft	2.29%	\$17,868	\$1,489
3-102	4,292 Sq ft	1.80%	\$14,033	\$1,169
3-103	1,462 Sq ft	0.61%	\$4,780	\$398
9-206	648 Sq ft	0.27%	\$2,119	\$177
10-106	3,308 Sq ft	1.39%	\$10,816	\$901
10-226	1,529 Sq ft	0.64%	\$4,999	\$417
Sub-total	20,094 Sq ft	8.42%	8.42%	

2nd, 3rd, and 4th floor

2 EXECUTIVE BOARD

Unit #	Floor Area	% interest	Yearly maintenance	Monthly maintenance
7-240	1,207 Sq ft	0.51%	\$3,946	\$329

7-241	205 Sq ft	0.09%	\$670	\$56
7-242	192 Sq ft	0.08%	\$628	\$52
7-243	403 Sq ft	0.17%	\$1,318	\$110
7-244	580 Sq ft	0.24%	\$1,896	\$158
7-245	580 Sq ft	0.24%	\$1,896	\$158
7-246	580 Sq ft	0.24%	\$1,896	\$158
7-247E	580 Sq ft	0.24%	\$1,896	\$158
7-248	384 Sq ft	0.16%	\$1,256	\$105
7-249	192 Sq ft	0.08%	\$628	\$52
7-250	231 Sq ft	0.10%	\$755	\$63
7-251	117 Sq ft	0.05%	\$383	\$32
7-252	117 Sq ft	0.05%	\$383	\$32
7-253	110 Sq ft	0.05%	\$360	\$30
7-254	110 Sq ft	0.05%	\$360	\$30
7-255	95 Sq ft	0.04%	\$311	\$26
7-256	95 Sq ft	0.04%	\$311	\$26
7-257	95 Sq ft	0.04%	\$311	\$26
9-201	209 Sq ft	0.09%	\$683	\$57
9-202	188 Sq ft	0.08%	\$615	\$51
9-203	188 Sq ft	0.08%	\$615	\$51
9-204	188 Sq ft	0.08%	\$615	\$51
9-205	377 Sq ft	0.16%	\$1,233	\$103
9-207	354 Sq ft	0.15%	\$1,157	\$96
9-208	242 Sq ft	0.10%	\$791	\$66
9-209	484 Sq ft	0.20%	\$1,582	\$132
9-210S	1,060 Sq ft	0.44%	\$3,466	\$289
9-210N	1,697 Sq ft	0.71%	\$5,548	\$462
9-211	1,143 Sq ft	0.48%	\$3,737	\$311
9-212	1,143 Sq ft	0.48%	\$3,737	\$311
9-213	509 Sq ft	0.21%	\$1,664	\$139
9-214	411 Sq ft	0.17%	\$1,344	\$112
10-215	1,900 Sq ft	0.80%	\$6,212	\$518
10-216	1,060 Sq ft	0.44%	\$3,466	\$289
10-217	795 Sq ft	0.33%	\$2,599	\$217
10-218	795 Sq ft	0.33%	\$2,599	\$217
10-219	572 Sq ft	0.24%	\$1,870	\$156
10-220	441 Sq ft	0.18%	\$1,442	\$120
10-221	188 Sq ft	0.08%	\$615	\$51
10-222	377 Sq ft	0.16%	\$1,233	\$103
10-223	188 Sq ft	0.08%	\$615	\$51
10-224	188 Sq ft	0.08%	\$615	\$51
10-225	206 Sq ft	0.09%	\$674	\$56
10-227N	572 Sq ft	0.24%	\$1,870	\$156
10-227	474 Sq ft	0.20%	\$1,550	\$129
10-228	377 Sq ft	0.16%	\$1,233	\$103

10-229	377 Sq ft	0.16%	\$1,233	\$103
10-230	557 Sq ft	0.23%	\$1,821	\$152
10-231	108 Sq ft	0.05%	\$353	\$29
10-232	108 Sq ft	0.05%	\$353	\$29
10-233	108 Sq ft	0.05%	\$353	\$29
10-234	108 Sq ft	0.05%	\$353	\$29
10-235	108 Sq ft	0.05%	\$353	\$29
10-236	108 Sq ft	0.05%	\$353	\$29
10-237	108 Sq ft	0.05%	\$353	\$29
10-238	129 Sq ft	0.05%	\$422	\$35
10-239	1,124 Sq ft	0.47%	\$3,675	\$306
7-303	92 Sq ft	0.04%	\$301	\$25
7-306	203 Sq ft	0.09%	\$664	\$55
7-307	193 Sq ft	0.08%	\$631	\$53
7-308	400 Sq ft	0.17%	\$1,308	\$109
7-309	579 Sq ft	0.24%	\$1,893	\$158
7-310	579 Sq ft	0.24%	\$1,893	\$158
7-311	518 Sq ft	0.22%	\$1,694	\$141
7-312	639 Sq ft	0.27%	\$2,089	\$174
7-312w	2,506 Sq ft	1.05%	\$8,193	\$683
7-313	384 Sq ft	0.16%	\$1,256	\$105
7-314	192 Sq ft	0.08%	\$628	\$52
7-316	60 Sq ft	0.03%	\$196	\$16
7-317	58 Sq ft	0.02%	\$190	\$16
7-319	108 Sq ft	0.05%	\$353	\$29
9-320	240 Sq ft	0.10%	\$785	\$65
9-321	189 Sq ft	0.08%	\$618	\$51
9-322	378 Sq ft	0.16%	\$1,236	\$103
9-323	378 Sq ft	0.16%	\$1,236	\$103
9-324	378 Sq ft	0.16%	\$1,236	\$103
9-325	953 Sq ft	0.40%	\$3,116	\$260
9-326	575 Sq ft	0.24%	\$1,880	\$157
9-327	1,150 Sq ft	0.48%	\$3,760	\$313
9-328	413 Sq ft	0.17%	\$1,350	\$113
9-329	233 Sq ft	0.10%	\$762	\$63
9-330	189 Sq ft	0.08%	\$618	\$51
9-331	378 Sq ft	0.16%	\$1,236	\$103
9-332	189 Sq ft	0.08%	\$618	\$51
9-333	189 Sq ft	0.08%	\$618	\$51
9-334	566 Sq ft	0.24%	\$1,851	\$154
10-353	380 Sq ft	0.16%	\$1,242	\$104
10-354	188 Sq ft	0.08%	\$615	\$51
10-355	377 Sq ft	0.16%	\$1,233	\$103
10-356	188 Sq ft	0.08%	\$615	\$51
10-357	188 Sq ft	0.08%	\$615	\$51

10-358	377 Sq ft	0.16%	\$1,233	\$103
10-359	465 Sq ft	0.19%	\$1,520	\$127
10-360	761 Sq ft	0.32%	\$2,488	\$207
10-361	1,148 Sq ft	0.48%	\$3,753	\$313
10-362	441 Sq ft	0.18%	\$1,442	\$120
10-363	188 Sq ft	0.08%	\$615	\$51
10-364	188 Sq ft	0.08%	\$615	\$51
10-365	377 Sq ft	0.16%	\$1,233	\$103
10-366	235 Sq ft	0.10%	\$768	\$64
10-367	1,540 Sq ft	0.65%	\$5,035	\$420
10-368	573 Sq ft	0.24%	\$1,873	\$156
10-369	377 Sq ft	0.16%	\$1,233	\$103
10-370	188 Sq ft	0.08%	\$615	\$51
10-371	188 Sq ft	0.08%	\$615	\$51
10-372	188 Sq ft	0.08%	\$615	\$51
10-373	188 Sq ft	0.08%	\$615	\$51
10-374	377 Sq ft	0.16%	\$1,233	\$103
10-375	671 Sq ft	0.28%	\$2,194	\$183
10-376	475 Sq ft	0.20%	\$1,553	\$129
10-377	573 Sq ft	0.24%	\$1,873	\$156
10-378	620 Sq ft	0.26%	\$2,027	\$169
7-401	509 Sq ft	0.21%	\$1,664	\$139
7-405	579 Sq ft	0.24%	\$1,893	\$158
7-406	770 Sq ft	0.32%	\$2,518	\$210
7-407	192 Sq ft	0.08%	\$628	\$52
7-408	384 Sq ft	0.16%	\$1,256	\$105
7-409	192 Sq ft	0.08%	\$628	\$52
7-410	203 Sq ft	0.09%	\$664	\$55
7-411	586 Sq ft	0.25%	\$1,916	\$160
7-412	579 Sq ft	0.24%	\$1,893	\$158
7-413	463 Sq ft	0.19%	\$1,514	\$126
7-414	192 Sq ft	0.08%	\$628	\$52
7-416	62 Sq ft	0.03%	\$203	\$17
7-417	80 Sq ft	0.03%	\$262	\$22
9-418	230 Sq ft	0.10%	\$752	\$63
9-419	188 Sq ft	0.08%	\$615	\$51
9-420	376 Sq ft	0.16%	\$1,229	\$102
9-421	376 Sq ft	0.16%	\$1,229	\$102
9-422	376 Sq ft	0.16%	\$1,229	\$102
9-423	950 Sq ft	0.40%	\$3,106	\$259
9-424	572 Sq ft	0.24%	\$1,870	\$156
9-425	1,335 Sq ft	0.56%	\$4,365	\$364
9-426	226 Sq ft	0.09%	\$739	\$62
9-427	188 Sq ft	0.08%	\$615	\$51
9-428	377 Sq ft	0.16%	\$1,233	\$103

9-429	188 Sq ft	0.08%	\$615	\$51
9-430	188 Sq ft	0.08%	\$615	\$51
9-431	377 Sq ft	0.16%	\$1,233	\$103
9-432	573 Sq ft	0.24%	\$1,873	\$156
9-433	573 Sq ft	0.24%	\$1,873	\$156
9-434	573 Sq ft	0.24%	\$1,873	\$156
9-435	676 Sq ft	0.28%	\$2,210	\$184
10-436	380 Sq ft	0.16%	\$1,242	\$104
10-437	188 Sq ft	0.08%	\$615	\$51
10-438	188 Sq ft	0.08%	\$615	\$51
10-439	377 Sq ft	0.16%	\$1,233	\$103
10-440	188 Sq ft	0.08%	\$615	\$51
10-441	188 Sq ft	0.08%	\$615	\$51
10-442	465 Sq ft	0.19%	\$1,520	\$127
10-443	761 Sq ft	0.32%	\$2,488	\$207
10-444	1,146 Sq ft	0.48%	\$3,747	\$312
10-445	441 Sq ft	0.18%	\$1,442	\$120
10-446	188 Sq ft	0.08%	\$615	\$51
10-447	188 Sq ft	0.08%	\$615	\$51
10-448	377 Sq ft	0.16%	\$1,233	\$103
10-449	235 Sq ft	0.10%	\$768	\$64
10-450	1,540 Sq ft	0.65%	\$5,035	\$420
10-451	573 Sq ft	0.24%	\$1,873	\$156
10-452	377 Sq ft	0.16%	\$1,233	\$103
10-453	188 Sq ft	0.08%	\$615	\$51
10-454	188 Sq ft	0.08%	\$615	\$51
10-455	188 Sq ft	0.08%	\$615	\$51
10-456	188 Sq ft	0.08%	\$615	\$51
10-457	377 Sq ft	0.16%	\$1,233	\$103
10-458	671 Sq ft	0.28%	\$2,194	\$183
10-459	475 Sq ft	0.20%	\$1,553	\$129
10-460	573 Sq ft	0.24%	\$1,873	\$156
10-461	620 Sq ft	0.26%	\$2,027	\$169

Sub-total 73,911 Sq ft 30.98% 30.98%

Bld. 1,3,4, and 5 — 2nd and 3rd

2 EXECUTIVE BOARD

Unit #	Floor Area	% interest	Yearly maintenance	Monthly maintenance
3-258	732 Sq ft	0.31%	\$2,393	\$199
3-259	694 Sq ft	0.29%	\$2,269	\$189
3-260	1,278 Sq ft	0.54%	\$4,178	\$348
3-261	1,405 Sq ft	0.59%	\$4,594	\$383
3-262	606 Sq ft	0.25%	\$1,981	\$165
3-263	584 Sq ft	0.24%	\$1,909	\$159
3-264	531 Sq ft	0.22%	\$1,736	\$145
3-265	700 Sq ft	0.29%	\$2,289	\$191

1-266	1,279 Sq ft	0.54%	\$4,182	\$348
1-267	1,263 Sq ft	0.53%	\$4,129	\$344
3-268	842 Sq ft	0.35%	\$2,753	\$229
3-269	815 Sq ft	0.34%	\$2,665	\$222
3-270	1,367 Sq ft	0.57%	\$4,469	\$372
3-271	1,367 Sq ft	0.57%	\$4,469	\$372
4-272	809 Sq ft	0.34%	\$2,645	\$220
5-273	532 Sq ft	0.22%	\$1,739	\$145
5-274	527 Sq ft	0.22%	\$1,723	\$144
5-275	593 Sq ft	0.25%	\$1,939	\$162
5-276	440 Sq ft	0.18%	\$1,439	\$120
5-277	1,817 Sq ft	0.76%	\$5,941	\$495
5-278	1,866 Sq ft	0.78%	\$6,101	\$508
5-279	1,661 Sq ft	0.70%	\$5,431	\$453
5-280	1,699 Sq ft	0.71%	\$5,555	\$463
4-281	2,186 Sq ft	0.92%	\$7,147	\$596
4-282	1,939 Sq ft	0.81%	\$6,340	\$528
4-283	597 Sq ft	0.25%	\$1,952	\$163
3-339	731 Sq ft	0.31%	\$2,390	\$199
3-340	694 Sq ft	0.29%	\$2,269	\$189
3-341	1,278 Sq ft	0.54%	\$4,178	\$348
3-342	1,405 Sq ft	0.59%	\$4,594	\$383
3-343	606 Sq ft	0.25%	\$1,981	\$165
3-344	584 Sq ft	0.24%	\$1,909	\$159
3-345	531 Sq ft	0.22%	\$1,736	\$145
3-346	700 Sq ft	0.29%	\$2,289	\$191
1-347	1,279 Sq ft	0.54%	\$4,182	\$348
1-348	1,263 Sq ft	0.53%	\$4,129	\$344
3-349	842 Sq ft	0.35%	\$2,753	\$229
3-350	815 Sq ft	0.34%	\$2,665	\$222
3-351	1,367 Sq ft	0.57%	\$4,469	\$372
3-352	1,367 Sq ft	0.57%	\$4,469	\$372
<hr/>				
Sub-total	41,591 Sq ft	17.43%	17.43%	

Bld. 7, 9, &10

2 EXECUTIVE BOARD

Unit #	Floor Area	% interest	Yearly maintenance	Monthly maintenance
7-247N	760 Sq ft	0.32%	\$2,485	\$207
7-247W	1,625 Sq ft	0.68%	\$5,313	\$443
7-301	582 Sq ft	0.24%	\$1,903	\$159
7-305	2,012 Sq ft	0.84%	\$6,578	\$548
7-315	848 Sq ft	0.36%	\$2,773	\$231
7-402	1,319 Sq ft	0.55%	\$4,313	\$359
7-403	1,399 Sq ft	0.59%	\$4,574	\$381
7-404	384 Sq ft	0.16%	\$1,256	\$105
7-415	948 Sq ft	0.40%	\$3,100	\$258

9-335	566 Sq ft	0.24%		\$1,851	\$154
9-336	575 Sq ft	0.24%		\$1,880	\$157
9-337	575 Sq ft	0.24%		\$1,880	\$157
9-338	685 Sq ft	0.29%		\$2,240	\$187
7-501	2,230 Sq ft	0.93%		\$7,291	\$608
7-502	1,699 Sq ft	0.71%		\$5,555	\$463
7-503	1,460 Sq ft	0.61%		\$4,774	\$398
7-504	1,480 Sq ft	0.62%		\$4,839	\$403
7-505	1,348 Sq ft	0.57%		\$4,407	\$367
7-506	1,576 Sq ft	0.66%		\$5,153	\$429
7-507	908 Sq ft	0.38%		\$2,969	\$247
7-508	1,601 Sq ft	0.67%		\$5,235	\$436
9-509	944 Sq ft	0.40%		\$3,086	\$257
9-510	890 Sq ft	0.37%		\$2,910	\$242
9-511	890 Sq ft	0.37%		\$2,910	\$242
9-512	1,840 Sq ft	0.77%		\$6,016	\$501
9-513	2,230 Sq ft	0.93%		\$7,291	\$608
9-514	1,259 Sq ft	0.53%		\$4,116	\$343
9-515	1,988 Sq ft	0.83%		\$6,500	\$542
9-516	1,852 Sq ft	0.78%		\$6,055	\$505
10-517	1,355 Sq ft	0.57%		\$4,430	\$369
10-518	886 Sq ft	0.37%		\$2,897	\$241
10-519	1,111 Sq ft	0.47%		\$3,632	\$303
10-520	1,111 Sq ft	0.47%		\$3,632	\$303
10-521	1,153 Sq ft	0.48%		\$3,770	\$314
10-522	1,727 Sq ft	0.72%		\$5,646	\$471
10-523	1,810 Sq ft	0.76%		\$5,918	\$493
10-524	1,079 Sq ft	0.45%		\$3,528	\$294
10-525	1,438 Sq ft	0.60%		\$4,702	\$392
10-526	1,802 Sq ft	0.76%		\$5,892	\$491
10-527	1,874 Sq ft	0.79%		\$6,127	\$511
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Sub-total	51,819 Sq ft	21.72%	21.72%		
Grand total	238,566 Sq ft	100.00%	100.00%	\$780,000	