

Lincoln Avenue Condominium Association



By-Laws/Rules Overview

Owners need to keep in mind that you own the unit at the door entrance and the Lincoln Avenue Condominium Association owns the structural building, common areas and land. Therefore it is imperative to communicate with the Association regarding the intent of selling your unit due to information that can be requested from Banks, Lenders, and Settlement companies in the sale of your unit.

Tenants do not receive copies of the Declaration and By-Laws therefore it is the **responsibility of every owner** to insure that the tenants they rent to are fully aware and advised by the owner of the By-Laws/Rules set forth and updated by the Lincoln Avenue Condominium Association.

The By-Laws state a fine not to exceed no more than \$5.00 per day will be charged each and every day after written notice is to be provided of any By-Laws/Rules that are violated.

Owners are required to notify the Association in writing of any change or new tenant occupying their unit with their name, number and how many are occupying the unit.

Owner's quarterly statements are due upon receipt and considered to be late after the last day of the month received. A \$25.00 late fee will be charged and added to your next quarterly statement.

Listed below are some of the main By-Laws/Rules that every tenant should know:

No tables, chairs, grills, bikes, toys, garbage cans, junk and equipment of any kind are to be left outside overnight of any unit.

Plants in pots in front of and in back of the building must be properly taken care of. Any dead plants must be discarded.

Garbage is to be kept inside and taken to the curb along the main street the "night" prior to pick up day.

For those who smoke. Cigarette butts are not to be discarded in the grass outside of their unit.

Parking:

2 bedroom units with garage have their driveway to park in. 1 bedroom units with garage have their driveway to park in. 1 bedroom unit without a garage have the two spaces to the left and right of building #2 (409 & 411).

As always additional parking is along Main Street in the front of the buildings.

If your tenant would like a TV Dish they can call Kurt McElhaneey for placement of the dish.

The renters pay occupational tax to the McDonald Borough. They are also responsible for sewage.

No pets of any kind except for medically necessary Seeing Eye dogs.

It is imperative and greatly appreciated that each owner helps in continuing to contribute to the value and reputation of the property that it has held for so many years.

DECLARATION FOR
LINCOLN AVENUE CONDOMINIUM

DEVOS COMPANY, a Pennsylvania partnership, composed of A. Sidney DeVos, Betty M. DeVos and Robert S. DeVos, the Declarant (hereinafter referred to as the SPONSOR) does hereby declare:

ARTICLE I. SUBMISSION OF PROPERTY

This Declaration is prepared in accordance with the provisions of the Unit Property Act of the Commonwealth of Pennsylvania (Act of July 3, 1963, P. L. NO. 196) for the purposes of submitting to the provisions of the Unit Property Act the property described in Article III below.

ARTICLE II. DEFINITIONS

The following words or phrases as used in this Declaration shall have the meanings ascribed to them in this section, unless the context of the Unit Property Act clearly indicates otherwise:

- (1) BUILDING means any multi-unit building or buildings or complex thereof, whether in vertical or horizontal arrangement, as well as other improvements comprising a part of the property and used, or intended for use, for residential, commercial or industrial purpose or for other lawful purpose or for any combination of such uses.
- (2) CODE OF REGULATIONS means such governing regulations as are adopted pursuant to the Unit Property Act for the regulation and management of the property including such amendments thereof as may be adopted from time to time.
- (3) COMMON ELEMENTS or COMMON AREAS means and includes:
 - (i) the land on which the building or buildings are located and portions of the building which are not included in any unit;
 - (ii) the foundations, structural parts, supports, main walls, roofs, halls, corridors, lobbies, stairways and entrances and exits of the building, storage rooms and laundry rooms;
 - (iii) the yards, parking areas and driveways;
 - (iv) portions of the land and building used exclusively for the management, operation or maintenance of the common elements;
 - (v) installations of all central services and utilities;
 - (vi) all apparatus and installations existing for common use;
 - (vii) all other elements of the building necessary or convenient to its existence, management, operation, maintenance and safety or normally in common use;
 - (viii) such other facilities as are designated in this Declaration as common elements.
- (4) COMMON EXPENSES means and includes:
 - (i) expenses of administration, maintenance, repair or replacement of the common elements;
 - (ii) expenses declared common expenses by the Unit Property Act or by this Declaration or by the Code of Regulations;
 - (iii) expenses agreed upon as common expenses by the Council and lawfully assessed against the unit owners in accordance with the Code of Regulations.
- (5) CONDOMINIUM, for the purpose of this Declaration, means the apartment development located on the property wherein individual units are owned by individual unit owners in fee simple with each unit owner entitled to the exclusive ownership and possession of his unit, and with each unit owner being entitled to an undivided interest in the common areas and facilities of the whole project and property included in this Declaration.

- (6) COUNCIL means a board of natural individuals of the number stated in the Code of Regulations who are residents of the Commonwealth of Pennsylvania who need not be unit owners and shall manage the business, operation and affairs of the Condominium on behalf of the unit owners and in compliance with and subject to the provisions of the Unit Property Act.
- (7) DECLARATION means this instrument by which the property is submitted to the provisions of the Unit Property Act and all amendments hereto.
- (8) DECLARATION PLAN means a survey of the property prepared in accordance with Section 402 of the Unit Property Act.
- (9) MAJORITY or MAJORITY OF THE UNIT OWNERS means the owners of more than fifty percent in the aggregate in interest of the undivided ownership of the common elements as specified in the Declaration.
- (10) PERSON means a natural individual, corporation, partnership, association, trustee or other legal entity.
- (11) PROPERTY means and includes the land, the buildings, all improvements thereon, all owned in fee simple, and all easements, rights and appurtenances belonging thereto, which have been or are intended to be submitted to the provisions of the Unit Property Act hereunder.
- (12) UNIT means a part of the property designated or intended for any type of independent use, which has a direct exit to a public street or way, or to a common element or common elements leading to a public street or way, or to an easement or right-of-way leading to a public street or way, and includes the proportionate undivided interest in the common elements, which is assigned thereto in this Declaration or any amendments hereto.
- (13) UNIT DESIGNATION means the number, letter or combination thereof designating a unit in the Declaration Plan.
- (14) UNIT OWNER means the person or persons owning a unit in fee simple.

ARTICLE III. DESCRIPTION OF LAND

The land owned by the Sponsor, which is hereby submitted to the condominium form of ownership under the provisions of the Unit Property Act and hereunder is the land described in Schedule "A" attached hereto and made a part hereof.

ARTICLE IV. DECLARATION PLAN

- (1) The property consists of 28 apartment units, and common elements as shown in a Declaration Plan dated and prepared by George J. Wagner, Jr., Professional Engineer and John G. Kauper, Registered Architect. The Declaration Plan will be recorded in the Office of the Recorder of Deeds of Washington County, Pennsylvania, simultaneously with this Declaration and is incorporated herein by reference.
- (2) (i) The private elements of each respective unit shall include only the area within the boundary lines as described in this Article, Paragraph (ii) hereinbelow.
- (ii) The boundary lines of each numbered apartment are the interior unfinished surface (not including paint, paper, wax, tile, enamel or other finish) of the ceiling, floors, interior bearing walls and beams and perimeter walls, windows and doors thereof.

- (iii) The interior partitions or walls within the confines or boundary lines of each numbered apartment are approximately placed in the Declaration Plan of Lincoln Avenue Condominium, recorded simultaneously with the recording hereof in the office of the Recorder of Deeds of Washington County, Pennsylvania.

ARTICLE V. DESCRIPTION OF COMMON ELEMENTS AND AREAS

The common elements consist of all those portions of the property more particularly defined in Article II, Subsection (3) and set out in the Declaration Plan.

ARTICLE VI. PERCENTAGE OF UNDIVIDED INTEREST IN COMMON AREAS APPERTAINING TO EACH UNIT AND ITS OWNER

The percentage of the undivided interest in the common areas and facilities appertaining to each unit and its Owner is more particularly set forth in Schedule "B" annexed hereto. The total percentage of the undivided interests of all the units equals 100%.

ARTICLE VII. USES, PURPOSES AND RESTRICTIONS

The uses of the property, and the purposes for which the buildings and each of the units therein and Common Areas are intended, shall be in accordance with the following provisions:

- (a) No unit shall be used for any purpose other than as presently used, as a residence for the use of one family, nor shall anything be done therein which may be a nuisance to the occupants of neighboring units.
- (b) Nothing shall be done or kept in any unit or the common areas which will increase the rate of insurance of the building or the contents thereof beyond the rates applicable for residential units without prior written consent of the Council. No unit owner shall permit anything to be done or kept in his unit or in the common areas which will result in the cancellation of insurance on any of the building or the contents thereof, or which will be in violation of any law. No refuse shall be permitted in the common areas.
- (c) Unit owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of any of the buildings and no sign, awning, canopies, shutters or radio or television antennas shall be affixed or placed upon the exterior walls or roofs or any part thereof without the prior written consent of the Council.
- (d) No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any unit or in the common areas.
- (e) No noxious or offensive activities shall be carried on in any unit or in the common areas nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other unit owners or occupants.
- (f) Nothing shall be done to any unit or on or in the common areas which will impair the structural integrity of the building or which will structurally change the building.
- (g) No clothes, sheets, blankets, laundry of any kind or any other articles shall be hung or exposed on any part of the common areas. The common areas shall be kept free and clear of rubbish, debris and other unsightly materials and items.

from time to time, are accepted and ratified by such owner, tenant or occupant, and all of such provisions shall be deemed and taken to 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 or conveyance or lease thereof.

ARTICLE XII. CHANGE OF PERCENTAGE

The proportionate undivided interest in the common elements may be altered by the recording of an amendment duly executed by all unit owners affected thereby.

ARTICLE XIII. AMENDMENT OF DECLARATION

This Declaration may be amended by the vote of at least 66-2/3% of all unit owners cast in person or by proxy at a meeting duly held in accordance with the provisions of the Code of Regulations, provided however, that any such amendment shall have been approved in writing by any mortgagee who is the holder of mortgages comprising the first liens on ten or more units, which approval shall not be unreasonably withheld. No such amendment shall be effective until recorded in the Recorder's Office of Washington County, Pennsylvania, and no such amendment shall alter or change the provisions of Article XIII.

ARTICLE XIV. INVALIDITY

The invalidity of any provisions of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration and, in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

ARTICLE XV. FIRST MEMBERS OF COUNCIL

The names of the first members of the Council are: A. Sidney DeVos, Betty M. DeVos and Thompson M. Douglass.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this _____ day of _____, 19 _____

DeVOS COMPANY

(SEAL)
A. Sidney DeVos

(SEAL)
Betty M. DeVos

(SEAL)
Robert S. DeVos

WITNESS:

(k) Draperies, blinds, or curtains must be installed by each unit owner on all windows of his or her unit and must be maintained in said windows at all times.

(i) The Council shall have the power to make such regulations as may be necessary to carry out the intent of these use restrictions, and shall have the right to bring law suits to enforce the rules and regulations promulgated by the Council. The Council shall further have the right to levy fines for violations of these regulations, provided that the fine for a single violation may not, under any circumstance, exceed \$5.00. For each day a violation continues after notice it shall be considered a separate violation. Any fine so levied is to be considered as a common charge to be levied against the particular unit owner involved, and collection may be enforced by the Council in the same manner as the Council is entitled to enforce collection of common charges.

(j) Each unit owner shall be entitled to share in any surplus possessed by the Council and shall be liable for common expenses in the same percentage as the individual unit owner has in the undivided interest of the total common areas and facilities.

(k) The common elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the units.

(l) The Council shall have the power to create a contingency reserve fund and to assess the unit owners for contributions to the contingency reserve fund in accordance with their percentage ownership of the common areas and facilities.

ARTICLE VIII. NAME OF PROPERTY

The name by which the property will be known henceforth is Lincoln Avenue Condominium.

ARTICLE IX. PERSONS TO RECEIVE SERVICE

Any member of the Council is hereby designated to receive service of process in any action which may be brought against two or more unit owners relating to the common areas and facilities of more than one unit.

ARTICLE X. PIPES, DUCTS, CABLES, WIRES, CONDUITS, PUBLIC UTILITY LINES AND OTHER COMMON ELEMENTS LOCATED INSIDE OF UNITS.

Each unit owner shall have an easement in common with the owners of all other units to use all pipes, wires, ducts, cables, conduits, public utility lines and other common elements located in any of the other units and serving his unit. Each unit shall be subject to an easement in favor of the owners of all other units to use the pipes, ducts, cables, wires, conduits, public utility lines and other common elements serving such other unit and located in such unit. The Council shall have the right of access to each unit and to inspect same to remove any violations as set forth in this Declaration or Code of Regulations as from time to time in effect and to maintain, repair or replace the common elements contained therein or elsewhere in the buildings.

ARTICLE XI. UNITS SUBJECT TO DECLARATION, CODE OF REGULATIONS

All present and future owners, tenants and occupants of units shall be subject to and shall comply with the provisions of this Declaration and Code of Regulations and as they may be amended from time to time. In acceptance of a Deed or conveyance or entering into a lease or the entering into occupancy of any unit shall constitute agreement that the provisions of this Declaration and Code of Regulations, as they may be amended

DESCRIPTION OF LAND
LINCOLN AVENUE CONDOMINIUM

ALL THAT CERTAIN lot or tract of land situate in the Borough of McDonald, County of Washington, Commonwealth of Pennsylvania, being known and described as Lots Nos. 310, 311, 312, 313, 314, 315, 316 and 317 in the John N. McDonald Heirs' Plan of Lots for the Borough of McDonald, as recorded in the Recorder's Office of Washington County, Pennsylvania in Plan Book Volume 1, Page 186.

SUBJECT to rights-of-ways, coal and mining rights and oil and gas leases, if any, heretofore conveyed of record.

SCHEDULE "A"

PERCENTAGE
OF
COMMON ELEMENTS AND COMMON AREA

<u>UNIT NO.</u>	<u>PERCENTAGE</u>
401	.04000
403	.04000
405	.04000
407	.04000
409.1	.03334
409.2	.01666
409.3	.03334
409.4	.01666
411.1	.03334
411.2	.01666
411.3	.03334
411.4	.01666
413	.04000
415	.04000
417	.04000
419	.04000
501	.04000
503	.04000
505	.04000
507	.04000
509	.04000
511	.04000
513	.04000
515	.04000
517	.04000
519	.04000
521	.04000
523	.04000

SCHEDULE "B"

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF WASHINGTON)

ON THIS, the _____ day of _____, A.D. 1975, before me a Notary Public, the undersigned officer, personally appeared A. SIDNEY DeVOS and BETTY M. DeVOS, partners in DeVos Company, known to me to be the persons whose names are subscribed to the within Declaration and acknowledged that they executed the same for the purposes therein contained.

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

Notary Public

My Commission Expires:

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

ON THIS, the _____ day of _____, A.D. 1975, before me a Notary Public, the undersigned officer, personally appeared ROBERT S. DeVOS, one of the partners in DeVos Company, known to me to be the person whose name is subscribed to the within Declaration and acknowledged that he executed the same for the purposes therein contained.

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

Notary Public

My Commission Expires:

LINCOLN AVENUE CONDOMINIUM
CODE OF REGULATIONS

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SECTION I. APPLICABLE STATUTE

This Code of Regulations is adopted pursuant to the Unit Property Act of the Commonwealth of Pennsylvania, (Act of July 3, 1963, P.L. 196).

SECTION II. IDENTITY OF PROPERTY

The property to which this Code of Regulations shall apply is called Lincoln Avenue Condominium, located in McDonald Borough in Washington County, Pennsylvania, more fully described in the Declaration of Condominium and Declaration Plan recorded simultaneously with the recording hereof in the Office of the Recorder of Deeds of Washington County, Pennsylvania.

SECTION III. NAME AND ADDRESS

1. The property shall be known by the name Lincoln Avenue Condominium.
2. The registered office of Lincoln Avenue Condominium shall be located at 407 Lincoln Avenue, McDonald, Pennsylvania 15057.

SECTION IV. COUNCIL

1. Number and Qualifications. The affairs of Lincoln Avenue Condominium shall be governed by a Council. The Council shall be composed of three persons, all of whom shall be owners of units at the time of election and shall be elected by the unit owners. Any officer of a corporate unit owner shall be eligible to serve on the Council.
2. Powers and Duties. The Council shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts or things except as by law or by the Declaration or by this Code of Regulations may not be delegated to the Council by the unit owners. Such powers and duties of the Council shall include but shall not be limited to the following:
 - (a) Operation, care, upkeep and maintenance of the common areas.
 - (b) Determination of the common expenses required for the affairs of the Condominium, including, without limitation, the operation and maintenance of the property. The Council shall have the right to make a final determination of any claim or dispute by a unit owner as to whether any charge or expense applies against the unit owner rather than the common areas and such determination shall be final, conclusive and binding.
 - (c) Collection of common charges from the unit owners, including, without limitation, an amount for working capital of the Condominium for general operating reserve, for a reserve fund for replacements, and to make up any deficit in the common expenses for any prior year.
 - (d) Employment and dismissal of the personnel necessary for the maintenance and operation of the common areas and facilities.
 - (e) Adoption and amendment of rules and regulations covering the details of the operation and use of property.
 - (f) Opening of bank account on behalf of the Condominium and designating the signatories required therefor.
 - (g) Making of repairs, additions and improvement to or alterations of the property and repairs to and restoration of the property in accordance with other provisions of this Code of Regulations after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings.
 - (h) The Council shall have the power to enforce obligations of the unit owners, to allocate profits and expenses, and to do anything and everything else necessary and proper for the sound management of the Condominium, including

the right to bring law suits to enforce the rules and regulations promulgated by the Council.

3. Election and Term of Office. The first meeting of the unit owners shall be held on July 1, 1975. Said meeting shall be considered to be the first annual meeting of the unit owners. At said first meeting three members of the Council shall be elected by the unit owners from among the unit owners, for a one-year term. The members of the Council shall hold office until their respective successors have been elected by the unit owners. At any vote each unit owner shall have one vote. After the first annual meeting of the unit owners, succeeding annual meetings shall be held during the same month of each succeeding year. At each annual meeting members of the Council shall be elected by ballot of the unit owners in accordance with this Code of Regulations. Notwithstanding any other provisions of this Code to the contrary, however,
4. Removal of Members of the Council. At any duly held regular or special meeting of the unit owners, any one or more members of the Council may be removed with or without cause by a majority of the unit owners present and voting, and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any member of the Council whose removal has been proposed by the unit owners shall be given an opportunity to be heard at the meeting.
5. Vacancies. Vacancies in the Council caused by any reason shall be filled by a vote of a majority of the remaining members of the Council at a special meeting of the Council held for that purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum. Each person so elected shall be a member of the Council for the remainder of the term of the member whose term he is filling and until his successor shall be elected.
6. Compensation. No member of the Council shall receive any compensation for acting as a Councilman. However, Councilmen shall be reimbursed for out-of-pocket expenses and may be compensated for services rendered to or for the Condominium in any other capacity.
7. Meeting of the Council. The first meeting of the Council following the first annual meeting of the unit owners shall be held within ten days thereafter at such time and place as shall be fixed by the unit owners at their annual meeting and no notice shall be necessary. Thereafter, regular meetings of the Council may be held at such time and place as shall be determined from time to time by a majority of the members of the Council, but at least two meetings shall be held each year. Notice of regular meetings of the Council shall be given to each member of the Council by mail or telegram at least three business days prior to the day of the meeting. Special meetings of the Council may be called by the President on three business days notice to each member of the Council given by mail or telegram, which notice shall state the time, place and purpose of the meeting. Special meetings of the Council shall be called by the President or the Secretary in like manner and on like notice on the written request of at least three members of the Council. Any member of the Council may, at any time, waive notice of any meeting of the Council in writing and such waiver shall be deemed equivalent to the giving of notice. Actual attendance by members of the Council at any meeting of the Council shall constitute a waiver of notice by him of the time and place thereof.
8. Quorum of the Council. At all meetings of the Council, a majority of the members thereof shall constitute a quorum for the transaction of business and the votes of a majority of the members of the Council present and voting at a meeting at which a quorum is present shall constitute a valid decision. If at any meeting of the Council there shall be less than a quorum present, the majority of those present may adjourn the meeting to a new date. At any such adjourned meeting at which a quorum is present, any business which may have been transacted at the original meeting may be transacted without further notice.
9. Election of Officers. At each annual organization meeting of the Council, the Council shall elect a President, Secretary and Treasurer of the Condominium. The Secretary need not be a member of the Council but may be appointed by the Council. The President shall be the chief executive officer of the Condominium and shall preside at all meetings of the unit owners and the Council, and shall have general powers and duties which are incident to the office of a president of a non-stock corporation, including but not limited to the power to appoint such committees from among the unit owners from time to time as he may in his

discretion decide are appropriate to assist in the affairs of the Condominium. The Secretary shall keep the minutes of all meetings of the unit owners and the Council, and shall have charge of such books and records as the Council may direct. He shall, in general, perform all of the duties incident to the office of a secretary of a non-stock corporation. The Treasurer shall have the responsibility for the Condominium funds and securities and shall be responsible for the keeping of full and accurate records and books of account. The Treasurer, at the expense of the Condominium, shall furnish such bond as may be required by the Council. All agreements, contracts, leases, deeds, checks and other instruments of the Condominium shall be executed by any two officers or by such other person or persons as may be designated by the Council. Upon the affirmative vote of a majority of the members of the Council, any officer may be removed either with or without cause and his successor may be elected at any regular meeting of the Council or at any special meeting of the Council called for such purpose.

10. Compensation of Officers. The officers shall receive no compensation for their services, except as expressly provided by resolution duly adopted by unit owners.
11. Nothing herein contained shall prohibit a Councilman from becoming an officer.

SECTION V. MEETING OF THE UNIT OWNERS

1. Annual meetings of the unit owners shall be held as hereinabove provided for.
2. Place of Meeting. The meeting of the unit owners shall be held at the principal office of the Condominium or at such other suitable place convenient to the unit owners as may be designated by the Council.
3. Special Meetings. It shall be the duty of the President to call a special meeting of the unit owners, if so directed by a resolution of the Council or upon petition signed and presented to the Secretary by not less than 33-1/3% in the aggregate of all unit owners. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.
4. Notice of Meetings. The Secretary shall mail a notice for each annual or special meeting of the unit owners at least seven days prior to such meeting, stating the purpose thereof, as well as the time and place where it is to be held. Said notice shall be mailed to each unit owner of record at the unit address or at such other address as such unit owner shall have designated by notice in writing to the Secretary. The mailing of notice of meeting in the manner herein provided shall be considered service of notice.
5. Quorum. Except as otherwise provided herein, the presence in person or by proxy of unit owners having one-third of the total authorized votes of all unit owners shall constitute a quorum at all meetings of the unit owners. If at any meeting of the unit owners there is not a quorum present, a majority in common interest of the unit owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the date the original meeting was called for.
6. Vote. Each unit owner shall have one vote.
7. If a unit is held by a corporation, a duly authorized officer of such corporation shall be entitled to exercise the appurtenant voting rights; and if a unit is held in a fiduciary capacity, the fiduciary and not the beneficiary shall be entitled to exercise the appurtenant voting rights.
8. Majority of Votes. A vote of the majority of unit owners at a meeting at which a quorum shall be present shall be binding upon all unit owners for all purposes except wherein by the Declaration, these Regulations, or by law, a higher percentage is required.

SECTION VI. TITLE TO UNITS

Title to units may be taken in the names of an individual, or in the names of two or more persons as tenants in common or as joint tenants with right of survivorship, or in the name of a corporation or partnership, or in the name of a fiduciary.

SECTION VII. MAINTENANCE, REPAIR & ALTERATIONS OF PROPERTY

1. All maintenance of and repair to any units, structural or non-structural, ordinary or extraordinary (other than maintenance of and repair to any common areas and facilities contained therein and not necessitated by the negligence, misuse or neglect of the owner of such unit) shall be made by the owner of such unit. Each unit owner shall be responsible for all damages to any and all other units and/or to the common areas and facilities that his failure so to do may engender.
2. All maintenance, repairs and replacements to the common areas and facilities, where located inside or outside of the units, (unless necessitated by the negligence, misuse or neglect of a unit owner, in which case such expenses shall be charged to such unit owner) shall be made by the Council and be charged to all unit owners as a common expense. All payment vouchers are to be approved by either the President or Treasurer.
3. Unit owners shall not have any right to paint or otherwise decorate or change the appearance of any portion of the exterior of the building in which a unit is located. The unit owner is responsible to promptly report to the Council any defect or need for repairs, the responsibility for which is that of the Condominium.

SECTION VIII. INSURANCE

1. The Council, for the benefit of and on behalf of the unit owners, shall contract for, shall pay the premiums therefor as Common Expenses, and shall maintain at all times the following insurance:
 - (a) Fire insurance in an amount equal to the full insurable replacement value of the property without deduction for depreciation, with an endorsement for extended coverage, payable to the Council on behalf of all unit owners in the event that the net proceeds do not exceed Ten Thousand Dollars (\$10,000.00) and payable to any trustee or any successor trustee appointed by the Council and approved by the holders of any more than fifteen mortgages permitted hereunder (hereinafter referred to as the "Insurance Trustee" in the event that the net proceeds exceed Ten Thousand Dollars (\$10,000.00), or such other fire and casualty insurance as the Council may decide provides equal or greater protection for the unit owners and their mortgagees, if any. Said insurance shall include a separate loss payment endorsement in favor of the holders of any mortgages permitted hereunder modified to make the loss payable provisions in favor of such holders of mortgages subject and subordinate to the loss payment provisions in favor of the Council, or the Insurance Trustee under an appropriate agreement which provides that the Council or Insurance Trustee covered by such policy for repairs and restoration as provided in Section 802 of the Act and Section IX hereof. Said insurance may, at the option of the Council, contain a "deductible" provision in an amount determined by the Council but not to exceed Five Thousand Dollars (\$5,000.00). The Council shall periodically order an appraisal of the property to be made for the purpose of determining the current value of the property; and the scope and amount of all fire insurance policies may be increased in its discretion in order to maintain coverage in the amount of the current full insurable replacement value of the property as hereinabove required.
 - (b) Comprehensive liability insurance insuring the unit owners, in their capacity as unit owners, the Council members against any liability to the public or to the unit owners, their tenants or invitees, relating in any way to the ownership and/or use of the property and any part thereof. Limits of liability shall be at least Two Hundred Fifty Thousand Dollars (\$250,000) bodily injury for any single occurrence, and at least Twenty-five Thousand Dollars (\$25,000) for property damage resulting from each occurrence. The scope and amount of coverage of all liability insurance policies shall be reviewed at least once each year by the Council and may be increased in its discretion.
 - (c) Such workmen's compensation insurance as applicable laws may require.
 - (d) Such other insurance as the Council in its discretion may deem to be desirable.
2. All insurance shall be obtained in accordance with the following provisions:

- (a) All policies shall be written with a company licensed to do business in the Commonwealth of Pennsylvania and holding a rating of "AAA" or better by Best's Insurance Reports, or by an equivalent rating bureau should Best's Insurance Reports cease to be issued.
- (b) Exclusive authority to adjust losses with the insurers under policies hereafter in force on the property shall be vested in the Council or its authorized representative.
- (c) In no event shall the insurance coverage obtained and maintained by the Council hereunder be brought into contribution with insurance purchased by individual unit owners or their mortgagees.
- (d) Each unit owner may obtain additional insurance at his own expense; provided, however, that (i) such policies shall contain waivers of subrogation and (ii) no unit owner shall be entitled to exercise his right to maintain insurance coverages in such a way as to decrease the amount which the Council, on behalf of the Condominium, may realize under any insurance policy which the Council may have in force on the property at any particular time.
- (e) Each unit owner shall be required to notify the Council of all improvements made by him to his unit, the value of which is in excess of One Thousand Dollars (\$1,000.00).
- (f) The Council shall have the power to require all unit owners to carry such types of insurance as the Council may reasonably require with the type of insurance companies specified hereinabove.
- (g) Any unit owner who obtains individual insurance policies covering any portion of the property other than personal property belonging to such owner shall be required to file a copy of such individual policy or policies with the Council within thirty (30) days after purchase of such insurance.
- (h) The Council shall be required to make every effort to secure insurance policies covering the property that will provide for the following:
 - (i) A waiver of subrogation by the insurer as to any claims against the Council, the unit owners and their respective servants, agents and guests;
 - (ii) That the insurance policies issued to the Council on behalf of the unit owners and covering the property cannot be cancelled, invalidated or suspended on account of the conduct of any one or more unit owners and in no event can cancellation, invalidation or suspension for any reason be effected without at least ten (10) days' prior written notice to each unit owner and all holders of any mortgages permitted hereunder;
 - (iii) That all policies covering the property cannot be cancelled, invalidated or suspended on account of the conduct of any officer or employee of the Council without prior demand in writing that the Council cure the defect and without providing a reasonable period of time thereafter in which to cure the same; and
 - (iv) That any "no other insurance" clause in the Council's insurance policies exclude individual unit owners' policies from consideration.
- (i) The periodic and annual insurance reviews which the Council is required to conduct, as provided hereinabove, shall include an appraisal of the improvements in the property by a real estate appraiser acceptable to the insurance carrier or carriers writing the Council's policies.

SECTION IX. REPAIR OR RECONSTRUCTION

I. Damage or Destruction.

- (a) Repair. Except as otherwise provided by law or herein, damage to or destruction of any of the buildings comprising the property shall be promptly repaired and restored by the Council using the proceeds of insurance held by the Council or the Insurance Trustee for that purpose; and the unit owners directly affected thereby shall be liable for assessment for any deficiency in such proceeds in proportion to their respective

undivided interests in the Common Elements, except that if and to the extent that such deficiency exists solely by reason of a "deductible" provision in the insurance policy or policies held by the Council, such deficiency shall be assessed against all unit owners as a Common Expense. The Council shall be responsible for accomplishing the full repair or reconstruction which shall be paid out of the Common Expense fund and assessed as above provided. Unit owners may apply the proceeds from their individual fire insurance policies, if any, to the share of such Common Expense as may be assessed to them. The Council shall be responsible for restoring the property only to substantially the same condition as it was immediately prior to the damage, and each unit owner shall personally assume the additional expense of any improvements to his unit which he desires to restore beyond such condition. If any changes are made in the basic construction of any restored unit or the Common Elements, or both, the Council shall record an amended Declaration Plan encompassing such changes.

(b) Termination. Notwithstanding anything contained in this Section IX above to the contrary, if

- (i) there is substantially total destruction of one or more of the buildings comprising part of the property, the existence of which condition shall be conclusively determined by a unanimous vote of Council members rendered within thirty (30) days after the damage, and by the concurrence of the insurers thereof.
- (ii) Unit owners directly affected by damage to or destruction of one or more of such buildings and entitled to cast seventy-five percent (75%) of the votes of all said unit owners directly affected thereby duly resolve, within sixty (60) days after receipt of at least three (3) contractors' bids and the final insurance adjustment, not to proceed with repair or restoration,

then, and in those events only, the property shall be removed from the provisions of the Act and the Condominium form of ownership of the property shall be terminated upon the proper recording of a statement of termination not less than thirty (30) days after the determination to terminate the Condominium form of ownership of the property. Upon the termination of the Condominium form of ownership, the salvage value of the property shall be subject to partition at the suit of any unit owner, in which event the net proceeds of sale, together with the net proceeds of insurance policies held by the Council or the Insurance Trustee, shall be considered as one fund and shall be divided among all the unit owners in proportion to their respective undivided ownership of the Common Elements, after discharging, out of the respective shares of unit owners, to the extent sufficient for the purpose, all liens against the units of such unit owners.

SECTION X. COMMON CHARGES

1. Payment of Common Charges. All unit owners shall be obligated to pay the common charges assessed by the Council on a monthly basis pursuant to the authority granted to the Council under these Regulations.
2. Collection of Assessments. The Council shall assess common expenses against the unit owners from time to time and at least annually, and shall take prompt action to collect any common charges due from any unit owner which remain unpaid for more than 30 days from due date of payment thereof.
3. Default in Payment of Common Charges. In the event of any default by any unit owner in the payment of the common charges determined to be due, such unit owners shall be obligated to pay interest at the legal rate on such common charges from the due date thereof, together with all expenses including reasonable attorney's fees incurred in collecting said unpaid common charges. The Council shall have the right and duty to recover such common charges together with such interest and costs in an action to recover the same brought against the unit owner under powers granted by the Unit Property Act.

SECTION XI. ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY THE COUNCIL

Whenever, in the judgment of the Council, common areas shall require additions, alterations or improvements costing in excess of \$2,500.00, said alterations or improvements shall not be made unless they have been approved by a majority of the unit owners present and voting at a meeting at which a quorum is effective. When said approval has been obtained, all unit owners shall be assessed for the cost thereof as a common charge.

SECTION XII. ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY THE UNIT OWNERS

No unit owners shall make any structural addition, structural partition or wall change or structural alteration or improvement in or to his unit.

SECTION XIII. RIGHT OF ACCESS

Each unit owner shall grant a right of access to his unit to the Council or its Agent for the purpose of making inspections and for the purpose of correcting any condition originating in his unit and threatening another unit or common area or for the purpose of performing necessary installations, alterations or repairs to the electrical or mechanical services or other common elements in his unit or elsewhere in the building within which the unit is located provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the unit owner. In case of an emergency, such right of entry shall be immediate, whether the unit owner is present at the time or not.

SECTION XIV. MODIFICATION OR AMENDMENT OF CODE OF REGULATIONS

Except as hereinafter provided otherwise, these rules and regulations may be modified or amended by the vote of 51% of the unit owners, provided, however, that no amendment shall be contrary to the requirements of the Unit Property Act, as amended from time to time, and provided, further, that said vote shall be taken at a meeting of the unit owners duly held for such purpose. The vote at such a meeting may be in person or by proxy. Notwithstanding any other provisions herein, however, no amendment may become effective except with the written approval of any mortgagee holding mortgages constituting first liens upon 10 or more units, nor shall any amendment affect or impair the validity or priority of any mortgage of record or the rights and remedies of the mortgagee.

SECTION XV. CONFLICTS

These Regulations are set forth to comply with the requirements of the Unit Property Act of the Commonwealth of Pennsylvania. In the case of any conflict between these Regulations and the provisions of the Unit Property Act or of the Declaration, the provisions of said statute or of the Declaration, as the case may be, shall control.

SECTION XVI. EXCULPABILITY OF COUNCIL AND OFFICERS

Unless acting in bad faith, neither the Council as a body nor any member thereof nor any officer of Lincoln Avenue Condominium shall be personally liable to any unit owner in any respect for any action or lack of action arising out of the execution of his office. Each unit owner shall be bound by the good faith actions of the Council and Officers of Lincoln Avenue Condominium in the execution of the duties of said Councilmen and Officer.

IN WITNESS WHEREOF, the undersigned adopt this within Code of Regulations this 10th day of July, 1975.

LINCOLN AVENUE CONDOMINIUM

By: A. Sidney DeVos
A. Sidney DeVos

By: Betty H. DeVos
Betty H. DeVos

By: Thompson W. Douglass
Thompson W. Douglass

WITNESS:

Deanna Dalucony

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF WASHINGTON

SS:

ON THIS 18th day of July, A.D. 1975, before me, a
Notary Public, personally appeared A. SIDNEY DEVOS, BETTY M. DEVOS and
THOMPSON M. DOUGLASS, who acknowledged themselves to be all the members of the
Council of Lincoln Avenue Condominium and acknowledged that they adopted and
executed the foregoing Code of Regulations for the purposes therein contained.

WITNESS my hand and notarial seal the day and year aforesaid.



My Commission Expires:
GEORGETTE DALVERNY, NOTARY PUBLIC
McDONALD BORO, WASHINGTON CO., PA.
MY COMMISSION EXPIRES MAY 28, 1979

Georgette Dalverny
Notary Public



Pennsylvania }
Washington Co. } S.S.
Recorded in the office for Recording Deeds & c in and
for said county in Deed Book 1604 Page 170
Given under my hand and seal of the said office this
21st day of July A.D. 1975

Georgette Dalverny