

**Kingsbury Condominium
Declarations
October 2015**

ARTICLE I

Section 1.1 Declarant. This Declaration is made by Kingsbury Associates, a Pennsylvania General Partnership, owner (hereinafter "Declarant") of the Real Estate herein described.

Section 1.2 Submission of Property. Declarant hereby submits the Real Estate hereinafter described, the building and improvements constructed thereon, and all easements, rights and appurtenances belonging thereto (hereinafter the "Property"), to the provisions of the Pennsylvania Uniform Condominium Act, Act of July 2, 1980, P. L. 286, 69 PA.C.S. S3101 et seq., (hereinafter the "Act"), which is incorporated herein by reference.

Section 1.3 Name. The name by which the Property shall be known and hereinafter identified is "Kingsbury Condominiums".

Section 1.4 Location and Description. The Property is located in Malvern Borough, Chester County, Pennsylvania and consists of 2.429 acres of land more or less as described in Exhibit "A" attached hereto and made a part hereof.

Section 1.5 Easements and Licenses. Included among the easements, rights and appurtenances referred to in Section 1.2 above are the following recorded easements and licenses. The Real Estate is hereby submitted to the Act::

 a. SUBJECT TO rights of the public and others to that part of the property in the bed of King Street. Subject to right of way lines and possible future widening thereof.

 b. SUBJECT TO rights granted to Philadelphia Electric Company as in Misc. Deed Books 113 page 50 and 158 page 567.

Section 1.6 Definitions.

 1.6.1 Capitalized terms not otherwise defined herein or in the Plats and Plans shall have the meanings specified or used in the Act.

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

 a. "Acceptance Date" means the date Declarant executes the Agreement of Sale on a Unit.

 b. "Assessment" shall mean those levies, assessments or sums payable by the Owners in the Condominium from time to time upon notification by the Association, as provided herein; the obligation to pay such assessments is to be deemed to be a covenant running with the land. Each assessment shall be separate and payable by the Owner thereof.

 c. "Association" means the Unit Owners' Association of the Condominium and shall be known as the "Kingsbury Condominium Association".

 d. "Buildings" means any building included in the property.

e. "By-Laws means such governing regulations as are adopted pursuant to the Act and this Declaration for the regulation and management of the Property, including such Amendments thereof as may be adopted from time to time.

f. "Common Expenses" means and includes expenses for which the Unit Owners are liable as provided herein, including, but not limited to: (i) expenses of administration, maintenance, repair and replacement of the common elements; and (ii) expenses or liabilities agreed upon as common by the unit Owners; and (iii) expenditures made or liabilities incurred by or behalf of the Association, together with any allocations to reserve; and (iv) expenses designated as common by provisions of the Act, or by this Declaration or the By-Laws.

g. "Common Receipts" means and includes the funds collected from Unit Owners as assessments and receipts designated as common by the provisions of the Act, this Declaration and the By-Laws.

h. "Condominium" means the Condominium described in Section 1.2 above.

i. "Declarant" means the Declarant described in Section 1.1 above and all successors to any Special Declarant Rights.

j. "Declaration" means this document, as the same may be amended from time to time.

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

l. "Limited Common Elements" means the common elements described as such in the Act, and the storage areas as shown on the Plats and Plans.

m. "Notice Date" means the date of the Notice of Conversion as set forth in the Notice of Conversion.

n. "Percentage Interest" means the undivided ownership interest in the common elements appurtenant to each unit as set forth in Exhibit "B" attached, as the same may be amended from time to time.

o. "Plats and Plans" means the Plats and Plans attached hereto as Exhibit "C" and made a part hereof, as the same may be amended from time to time.

p. "Property" means the property described in Section 1.2 above.

q. "Reserved Common Elements" means those parts of the Common Elements which the Executive Board may designate for use by less than all of the Unit Owners or by non-owners pursuant to Section 3.3 of this Declaration.

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

ARTICLE II

Allocation of Percentage Interests, Votes and Common Expense Liabilities; Unit Identification and Boundaries; Maintenance Responsibilities

Section 2.1 Percentage Interest. Attached as Exhibit "B" hereto is a list of all Units by their identifying numbers and the Percentage Interest appurtenant to each Unit, determined on the basis of size, by dividing the "size" of the Unit by the aggregate of "sizes" of all Units. The size of each Unit is the total number of square feet of floor space contained therein determined by reference to the dimensions shown on the Plats and Plans (exclusive of interior partitions). The percentage interest shall determine the portion of the votes in the Association and the share of Common Expense liability appurtenant to each Unit.

Section 2.2 Unit Boundaries. The title lines or boundaries of each Unit are situated as shown on the Plats and Plans and described as follows:

- a. The upper boundary shall be the horizontal plane of the bottom surface of the concrete ceiling slab.
- b. The lower boundary shall be the horizontal plane of the top surface of the unfinished concrete floor slab.

c. Vertical boundaries: The vertical boundaries of the Unit shall be the vertical planes, extended to intersection with each other and with the upper and lower boundaries, formed by the Unit side surface of the masonry walls which surround the Unit.

d. The exterior surface of such windows, window frames, window assemblies and windowsills which are set in the exterior walls of the Building adjacent to each Unit.

e. The exterior surface of such doors, door frames, door hinges, and doorsills which are set in such interior or exterior walls of the Building adjacent to each Unit and are situated on the perimeter of each Unit.

Section 2.3 Interiors. All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces of a Unit are a part of the Unit. If any part of the finished surface of the walls, ceiling or floor is removed by any Unit Owner, it shall be replaced by a material having the same or greater fire rating and ability to keep out noise and odors as was created by the original surface.

Section 2.4 Maintenance Responsibilities. The Association is responsible for maintenance, repair and replacement of the Common Elements and each Unit Owner is responsible for maintenance, repair and replacement of his Unit. Repair, replacement and cleaning of all windows and doors, including sliding glass doors, sash assemblies and storm window sash and screen assemblies is the responsibility of the Owner of the Unit. Each Unit Owner shall afford to the Association and the other Unit Owners and to their agents or employees, access through his Unit reasonably necessary for those purposes. If damage is inflicted on the Common Elements, or any Unit through which access is taken during such activity, the party responsible, whether it be the Association or a Unit Owner, shall be liable for the prompt repair thereof. All Common Expenses associated with the maintenance, repair and replacement of a Limited Common Element other than the storage lockers shall be assessed as Limited Expenses against the Unit to which such Limited Common Element was assigned at the time the expense was incurred in the same proportions as the respective Percentage Interests of all such Units. Ordinary maintenance and repair of the storage locker Limited Common Elements shall be the responsibility of the Owner of the Unit to which such Limited Common Element is appurtenant. Structural repairs and/or replacements of such Limited Common Elements shall be the responsibility of the Association, the cost to be charged as General Common Expenses.

ARTICLE III

Description, Allocation and Restriction of Common Elements and Limited Common Elements

Section 3.1 Common Elements. Common Elements means and includes all portions of the Condominium other than the Units and shall include, but not be limited to:

a. The land on which the buildings are located and portions of the building which are not included in a Unit;

b. The foundations, structural and bearing parts, supports, main walls, roofs, exterior entrances and exits of the building, landscaped and planted areas;

c. The open space, roads, sidewalks, parking areas, site lighting, walkways and the main entrance to the property;

d. Portions of the land and buildings used exclusively for the management, operation or maintenance of the Common Elements including mechanical and storage area;

e. Laundry rooms within the buildings;

- f. Installations of all central services and utilities, including but not limited to, water lines, sewer and drain lines, master television, telephone, alarm, sprinkler, ventilation and lighting systems and electric lines;
- g. All apparatus and installations existing for common use;
- h. All other elements of the building necessary or convenient to its existence, management, operation, maintenance and safety or normally in common use;
- i. Certain recreational facilities including, but not limited to, the swimming pool; and
- j. Such facilities or other portions of the property as are designated on the Plan as Common Elements.

Section 3.2 Limited Common Elements. Portions of the Common Elements are marked on the Plats and Plans as Limited Common Elements designated for the use of that Unit to which such Common Elements are assigned or appurtenant and which are limited and restricted to the sole and exclusive use of the Owner of such Unit. The Limited Common Elements shall include storage lockers located in the basement of each building as shown on the plan to be assigned by the Association in a written instrument of assignment to individual dwelling units. The Association may assign parking spaces as Limited Common Elements by executing written instruments of assignment or by appropriate amendment to this Declaration. The Declarant shall not make any assignment of parking spaces. Each Unit Owner shall have full individual responsibility for regular and ordinary maintenance of the Limited Common Elements assigned to, appurtenant to or accompanying his unit. Such regular and ordinary maintenance shall include, but not be limited to, keeping such Limited Common Elements clean and free of debris and in a safe and proper operating condition. The Association shall not be responsible for the security or insurance for items kept by Unit Owners in or on the Limited Common Elements. The Association shall have the right to assess Limited Common Element Expenses in equal shares against the Units to which the Limited Common elements were assigned or appurtenant at the time the expense was incurred, provided the Association shall also have the right to assess individual Units the Limited Common Element Expenses associated with less than all the Units to which Limited Common Elements are assigned.

Section 3.3 Designation of Reserved Common Elements. Reserved Common Elements are those parts of the Common Elements which the Executive Board may designate from time to time for use by less than all of the Unit Owners or by non-owners of any Units for specified periods of time or by only those persons paying fees or satisfying other reasonable conditions as may be established by the Executive Board. Included in the Reserved Common Elements shall be the swimming pool, boiler and machinery rooms, and such areas as the Executive Board may designate.

ARTICLE IV Easements

Section 4.1 Additional Easements. In addition to and in supplementation of the easements provided for by Sections 3216, 3217 and 3218 of the Act, the following easements are hereby created:

4.1.1 Declarant's Use of Sales Purposes. Declarant shall have the right to maintain sales offices, management offices, and models throughout the Property. Declarant reserves the right to place models, management offices and sales offices on any portion of the Common Elements in such

manner, or such size and in such locations as Declarant deems appropriate. Declarant may from time to time relocate models, management offices and sales offices to different locations within the Common Element. Upon the relocation of a model, management office or sales office constituting a Common Element, Declarant may remove all personal property and fixtures therefrom. Any fixtures not removed shall be deemed Common Elements, and any personal property not so removed shall be deemed the property of the Association.

4.1.2 Association and Executive Board Access. The Association and its Executive Board, Officers, agents and employees, shall have the irrevocable right and easement to have access to each Unit as may be necessary for the maintenance, repair or replacement of any of the Common Elements and Limited Common Elements therein or accessible therefrom or the making of any addition or improvements thereto; or to make repairs to any Unit, the Common Elements or the Limited Common Elements if such repairs are reasonably necessary for public safety or to prevent damage to any other Unit or Units, the Common Elements or the Limited Common Elements; or to abate any violation of law, orders, rules or regulations of the Association or of any governmental authorities having jurisdiction thereof. The Association and its Executive Board shall have the right to grant permits, licenses and easements over and through the Common Elements for utilities, roads and other purposes reasonably necessary or useful for the property maintenance and operation of the Condominium.

4.1.3 Continuing Easements. The foregoing easements shall run with the land and inure to the benefit of and be binding upon the Association, each Unit Owner, and each Mortgagee, Lessee, occupant or other person having an interest in any Unit, in the Common Elements, or in the Limited Common Elements at the time of reference.

ARTICLE V

Amendment of Declaration

Section 5.1 Amendment Generally. This Declaration may be amended only in accordance with the procedures specified in Section 3219 of the Act, the other Sections of the Act referred to in Section 3219 thereof, and the express provisions of this Declaration.

Section 5.2 Rights of Secured Lenders. No amendment of this Declaration may be made without the prior written approval of all record holders of first mortgages on Units to the extent that such amendment would have the effect of: (1) terminating or abandoning the Condominium (except for termination or abandonment as a result of a taking of all the units by eminent domain); (11) abandoning, encumbering, selling or transferring the Common Elements; (iii) partitioning or subdividing any Unit or the Common Elements; or (iv) changing the Percentage Interest of any Unit Owners. The granting of easements for public utilities for other public purposes consistent with the intended use of the Common Elements shall not be deemed to be a transfer within the meaning of this section. Further, no requirement for approval may operate to deny or delegate control over the general administrative affairs of the Association by the Unit Owners or the Executive Board from commencing, intervening in or settling any litigation or proceeding or receiving and distributing any insurance proceeds pursuant to Section 3312 of the Act.

Section 5.3 Amendment Prior to any Conveyances. Prior to the transfer of any unit by the Declarant to a Unit Owner, the Declarant may amend this Declaration in any legal fashion as the Declarant may deem appropriate. After such first transfer of title, the terms of the following Sections shall apply;

provided, however, that any other provision of this Declaration setting forth other conditions of amendments shall take precedence.

Section 5.4 Amendment Procedure. After the first transfer as described in Section 5.3, the following procedure shall apply to all amendments of this Declaration:

5.4.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting of the Executive Board in which a proposed amendment is considered, and shall be served upon all Unit Owners in the manner hereinafter provided for service of notices.

5.4.2 Resolution. An amendment may be proposed by either the Executive Board or by Unit Owners holding an aggregate percentage interest of at least twenty percent (20%) in the Common Elements. No resolution of the Executive Board adopting a proposed amendment shall be effective unless it has the affirmative vote of the Owners of Units to which at least seventy-five percent (75%) of the votes in the Association are allocated.

5.4.3 Agreement. In the alternative, an amendment may be made by an agreement signed and acknowledged by all the record Owners of Units in the Condominium in the manner required for the execution of a deed, and such amendment shall be effective when recorded. Provided, however, that except as otherwise permitted by the Act and provided in this Declaration, no amendment may create or increase Special Declarant Rights, increase the number of Units or change the boundaries of any Unit, the Common Element interest, the Common Expense liability or voting strength in the Association allocated to a Unit, or the uses to which any Unit is restricted, in the absence of unanimous consent of the Unit Owners.

5.4.4 Execution and Recording. A copy of each amendment shall be attached or included with a certificate, certifying that the amendment was duly adopted, which certificate shall be executed and acknowledged by the officers of the Executive Board with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded.

5.4.5 Correcting Errors. If any amendment to this Declaration or the By-Laws is necessary in the judgment of the Executive Board to change, correct or supplement anything appearing or failing to appear therein which is incorrect, defective or inconsistent with anything in either this Declaration, the By-Laws or the Act, or if such amendment is necessary to conform to the requirements of the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with respect to Condominium projects, the Executive Board may, at any time and from time to time, affect an appropriate corrective amendment without the approval of the Unit Owners or the holders of any liens on all or part of the property, upon receipt by the Executive Board of an opinion of independent counsel to the effect that the proposed amendment is permitted by the terms of this paragraph and by the Act, together with a like opinion from an independent registered architect or licensed professional engineer, in the case of an amendment to the plan. Each amendment shall be effective upon its recording pursuant to Section 5.4.4 hereof.

ARTICLE VI

Use Restrictions

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

a. No part of the property shall be used for other than housing and the related common purposes for which the property was designed. Each Unit or any two or more adjoining Units used

together shall be used as a residence for a single family or such other uses permitted by this Declaration and for no other purposes. No Unit Owner shall permit his Unit to be used or occupied for any prohibited purpose.

b. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the property. Except for a single small common non-illuminated name sign on the door of a Unit, no signs, advertising or other displays shall be maintained or permitted on any part of the property except at such locations and in such form as shall be determined by the Executive Board. The right is reserved by the Declarant or its Agent or Agents to place "For Sale" or "For Rent" signs on any unsold or unoccupied Unit, and on any part of the Common Elements, and the right is hereby given to any mortgagee who may become the owner of any Unit, to place such signs on any Unit owned by such mortgagee.

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

d. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the property, or contents thereof, applicable for residential use, without the prior written consent of the Executive Board, which consent may be conditioned upon the Unit Owner of such Unit being required to bear the full amount of such increase. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will violate any law, statute, ordinance or regulation of any governmental body or which will result in the cancellation of any insurance maintained by the Executive Board. No waste shall be committed in the Common Elements.

e. 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 the building or on the property and no sign, awning, canopy, radio or television antenna, except as installed as of the date this Declaration is recorded or as thereafter installed by the Declarant or Executive Board, shall be affixed to or placed upon the exterior walls or roof or any part thereof, without prior written consent of the Executive Board. No air conditioning unit of whatever type other than those installed as of the date of this Declaration or those thereafter installed by the Declarant may be installed without the prior written consent of the Executive Board.

f. Neither dogs nor any animals, livestock, or fowl of any kind shall be raised, bred, or kept in any Unit or in the Common Elements. Pets as permitted by the Executive Board will be supervised at all times by their Owners and may not intrude upon the common enjoyment of public areas, nor create a nuisance by their presence. The breeding or raising of animals other than permitted pets is prohibited. No Unit Owner, his guests, invitees or tenants is permitted more than one pet without the express written permission of the Executive Board.

g. No noxious or offensive activity shall be carried on in any Unit or in the Common Element, 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.

h. No clothes, sheets, blankets, laundry or other articles of any kind shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.

i. No Unit Owner shall overload the electrical wiring in the buildings, or operate any machines, appliances, accessories or equipment in such manner as to cause (in the judgment of the Executive Board) an unreasonable disturbance to others. Nor shall any Unit owner connect any machine, appliance, accessory or equipment to the heating system or plumbing system without the prior written consent of the Executive Board. Installation, removal, reconstruction or repair of any electrical lighting and power circuit or electrical outlet box or terminal device included in such outlet box, or any item of heating or air conditioning equipment, any of which is located outside an interior partition of a Unit, may be undertaken by the Unit Owner of such Unit only after application has been made to and written approval has been received from the Executive Board. Such approval shall be granted only if the work performed shall be of similar or superior quality to that present throughout the buildings and shall be performed by qualified personnel. The cost of such installation, removal, reconstruction or repair whether undertaken by a Unit Owner or by the Executive Board (under the same procedures utilized for Common Elements) shall be borne by the Unit Owner of the Unit benefited thereby.

j. This Article VI shall not be construed to prevent or prohibit a Unit Owner from maintaining his personal professional library, keeping his personal business or professional records or accounts, handling his personal business or professional telephone calls, or conferring with business or professional associates, clients or customers in his Unit.

k. No trailers, motorbikes, or motorcycles shall be stored in the parking areas. No unsightly and inoperable vehicles shall be allowed on the premises. No washing or servicing of vehicles shall be allowed on the premises.

l. The floor area of all Units shall be covered by the Unit Owner with carpeting to the extent of eight (80%) percent.

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

n. All Unit Owners shall be subject to such further restrictions on use as are set forth in the By-Laws.

ARTICLE VII

Leasing

THIS SECTION INCORPORATES THE AMENDED VERSION DATED August 2011

Section 7.1 Any Unit Owner in possession of their said property on or before August 17, 2011 shall be considered by the Association to be Grandfathered. This gives the Unit Owner the right to rent/lease his/her Unit in accordance with the provision set within Article VII of the Declaration with regard to leasing. The Grandfathered status may not be sold, or bequeathed to any other Owner and is non-transferable upon the sale of any Unit. The Grandfather status is only in effect for the owner of the property as of the above date and shall cease to continue when the Owner sells, assigns, transfers or conveys all or any part of his/her interest in the Unit, other than transfer to a spouse or trust of which the Owner is the sole beneficiary.

Section 7.2 The maximum number of Units permitted to be rented or leased at any one time shall not exceed 20 Units. The limitation on the number of Units rented does not apply to “relatives” of the Unit owner. “Relative” applies to parents, grandparents, children or siblings of the owner provided the owner is not receiving rental income from said relative residing in the Unit. All Owners in possession of their property on or before August 17, 2011 have been Grandfathered and therefore have the right to rent/lease their property at any time provided they conform to the provisions set forth in Article VII. Other than the Grandfathered Owners, if an Owner shows interest in renting or leasing his/her Unit, and the number of units currently rented or leased is more than 20 units, that owner will be placed on a waiting list until the number of leased or rented units falls below the designated 20 units. At that time, the Owner may submit in writing to the Board of Directors, his/her request for approval to rent or lease his/her unit. The number of rented or leased units will be monitored by the Board of Directors through the Property Manager.

ARTICLE VIII

Budgets; Common Expenses; Assessments and Enforcement

Section 8.1 Monthly Payments. All Common Expense Assessments made in order to meet the requirements of the Association’s Annual Budget shall be deemed to be adopted and assessed on a monthly basis (rather than on an annual basis payable in monthly installments) and shall be due and payable in advance on the first day of each month. Special Assessments shall be due and payable in one or more monthly payments, in advance, on the first day of each month as determined by the Executive Board.

Section 8.2 Subordination of Certain Charges. Any fees, charges, late charges, fines and interest which may be levied by the Executive Board pursuant to Section 3302 (a), (10), (11) and (12) of the Act shall be subordinate to the lien of a first mortgagee on a Unit.

Section 8.3 Surplus. The Budget of the Association shall segregate Limited Expenses from General Common Expenses. (Such segregation has not been shown on the initial budget since the Association has not yet assessed such expenses). Any amounts accumulated from assessments for Limited Expenses and income from the operation of Limited Common Elements to which such Limited Expenses pertain in excess of the amount required for actual Limited Expenses and reserves for future Limited Expenses shall be credited to each Unit Owner paying a share of such Limited Expenses in proportion to the share of such Limited Expenses paid by each such Unit Owner, said credits to be applied to the next monthly assessments of Limited Expenses due from said Unit Owners under the current fiscal year’s budget, and thereafter until exhausted. Any amounts accumulated from assessments for General Common Expenses and income from the operation of the Common Elements to which such General Common Expenses pertain in excess of the amount required for actual General Common Expenses and reserves for future General Common Expenses shall be credited to each Unit Owner in accordance with percentage interest, said credits to be applied to the next monthly assessments of General Common Expenses due from said Unit Owners under the current fiscal year’s budget, and thereafter until exhausted.

ARTICLE IX

Rights and Mortgagees

Section 9.1 Reports and Notices. Upon the specific written request of a holder of a mortgage on a Unit or its servicer to the Executive Board, the mortgagee shall be entitled to receive some or all of the following as designated in the request:

- a. Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Executive Board to the Owner of the Unit covered by the mortgage;
- b. Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Unit Owners;
- c. Copies of notices of meetings of the Unit Owners and the right to designate a representative to attend such meetings;
- d. Notice of the decision of the Unit Owners to make any material amendment to this Declaration;
- e. Notice of substantial damage to or destruction of any Unit (the repair of which would cost in excess of one thousand dollars (\$1,000.00) or any part of the Common Elements (the repair of which would cost in excess of ten thousand dollars (\$10,000.00));
- f. Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the property;
- g. Notice of any default by the Owner of the Unit which is subject to the mortgage, where such default is not cured by the Unit Owner within thirty (30) days after the giving of notice by the Association to the Unit Owner of the existence of the default;
- h. The right to examine the books and records of the Executive Board at any reasonable time;
- i. Notice of any decision by the Executive Board to terminate professional management and assume self management of the property.

The request of the mortgagee or its servicer shall specify which of the above items it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Executive Board. The Executive Board need not inquire into the validity of any request made by a mortgagee hereunder.

Failure to comply with the requirements set forth above shall in no way invalidate otherwise proper actions of the Association and the Executive Board.

ARTICLE X

Declarant's Rights

Section 10.1 Control

- a. Until the sixtieth day after conveyance of seventeen (17) units to Unit Owners other than Declarant, Declarant shall have the right to appoint and remove any and all officers and members of the Executive Board. Declarant may not unilaterally remove any members of the Executive Board elected by Unit Owners other than Declarant.
- b. Not later than sixty (60) days after conveyance of seventeen (17) units to Unit Owners other than Declarant, one of the three members of the Executive Board shall be elected by Unit Owners other than Declarant.
- c. Not later than the earlier of (i) five years after the date of the recording of this Declaration, or (ii) one hundred eighty (180) days after forty-nine (49) of the units have been conveyed to Unit Owners

other than Declarant, all members of the Executive Board appointed by Declarant shall resign, and the Unit Owners (including Declarant to the extent of Units owned by Declarant) shall elect new members to the Executive Board.

ARTICLE XI

Limitation of Liability

Section 11.1 Limited Liability of the Executive Board. The Executive Board and its members in their capacity as members, officers and employees:

a. Shall not be liable for the failure of any service to be obtained by the Executive Board and paid for by the Association, or for injury or damage to persons or property caused by the elements or by another Unit Owner or person on the property, or resulting from electricity, gas, water, rain, dust or sand which may leak or flow from the outside or from any part of the building, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place unless in each such instance such injury or damage has been caused by the willful misconduct or gross negligence of the Association or the Executive Board;

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

c. Shall have no personal liability in contract to a Unit Owner or any other person or entity under any agreement, check, contract, deed, lease, mortgage, instrument or transaction entered into by them on behalf of the Executive Board or the Association in the performance of the Executive Board Members' duties;

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

e. Shall have no personal liability in tort to a Unit Owner or any other person or entity, direct or imputed, by virtue of acts performed by or for them, except for the Executive Board Members' own willful misconduct or gross negligence in the performance of their duties;

f. Shall have no personal liability arising out of the use, misuse or condition of the buildings, or which might in any other way be assessed against or imputed to the Executive Board Members as a result of or by virtue of their performance of their duties, except for the Executive Board Members' own willful misconduct or gross negligence.

Section 11.2 Indemnification. Each member of the Executive Board, in his capacity as an Executive Board Member, Officer or both shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being or having been a member and/or Officer of the Executive Board, or any settlement of any such proceeding, whether or not he 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 willful misconduct or gross negligence in the performance of his duties; 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 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 conduct was unlawful. The indemnification by the Unit Owners set forth in this Section 11.2 shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board Member and/or Officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

Section 11.3 Defense of Claims. Complaints brought against the Association, the Executive Board or the officers, employees or agents thereof in their respective capacities as such, or the Condominium as a whole, shall be directed to the Executive Board of the Association, which shall promptly give written notice thereof to the Unit Owners and the holders of any mortgages on Units and such complaints shall be defended by the Association. The Unit Owners and the holders of mortgages on Units shall have no right to participate in such defense other than through the Association.

Section 11.4 The Executive Board shall obtain insurance to satisfy the indemnification obligation of the Association and all unit Owners set forth in Section 11.2 above, if and to the extent available.

IN WITNESS WHEREOF, the said Kingsbury Associates, A Pennsylvania General Partnership, has caused its name to be signed to these presents by its General Partner on this first day of June, 1984.

KINGSBURY ASSOCIATES, a
Pennsylvania General Partnership

BY: _____
H. WILLIAM PITZ, II
General Partner

EXHIBIT "A"

THE REAL ESTATE

ALL THAT CERTAIN tract or parcel of ground SITUATE in the Borough of Malvern, Chester County, Pennsylvania and described according to a plan of property for R.J. Walsh, said plan made by Chester Valley Engineers, Inc. Consulting Engineers, Paoli, Pennsylvania, dated September 27, 1955 and last revised by Henry S. Conrey, Inc., October 22, 1963 as follows, to wit:

BEGINNING at a point on the center line of King Street (50 feet wide) at the distance of 326.26 feet measured along the center line of King Street on a bearing of North 79 degrees 27 minutes East from a spike marking the intersection of the center line of King Street with the center line of proposed Griffith Avenue (50 feet wide); THENCE extending from said point of beginning North 12 degrees 59 minutes 50 seconds West crossing the Northwesternly side of King Street 368.41 feet to a point on the Southeasterly line of the Pennsylvania Railroad; THENCE extending along said Southeasterly line of the Railroad North 85 degrees 15 minutes 10 seconds East 302.86 feet to an iron pin a corner of land now or late of John Nolan; THENCE extending along the last mentioned land South 12 degrees 59 minutes 50 seconds East recrossing the Northwesternly side of King Street 337.76 feet to a point on the center line of King Street; THENCE extending along the said center line of King Street South 79 degrees 27 minutes West 300.00 feet to the first mentioned point and place of beginning.

CONTAINING 2.429 acres of land be the same more or less.

BEING the same premises which Kingsbury Corporation, by Deed dated January 4, 1978 and recorded in Chester County in Deed Book H-52, Page 14, granted unto William R. Breuninger and Shirley M. Breuninger, in fee.

UNIT NUMBER / SQUARE FOOTAGE / % OF INTEREST									
WITH DECK	UNIT #	SQ. FT.	% OF INTEREST	UNIT #	SQ. FT.	MONTH/SPEC	UNIT #	SQ. FT.	MONTH/SPEC
	101	956	.016500	201	956	.016500	301	956	.016500
	102	675	.011750	202	675	.011750	302	675	.011750
	103	956	.016500	203	956	.016500	303	956	.016500
	104	698	.012625	204	698	.012625	304	698	.012625
	105	993	.017229	205	993	.017229	305	993	.017229
	106	801	.013875	206	801	.013875	306	801	.013875
	107	993	.017229	207	993	.017229	307	993	.017229
	108	698	.012625	208	698	.012625	308	698	.012625
	109	993	.017229	209	993	.017229	309	993	.017229
	110	801	.013875	210	801	.013875	310	801	.013875
	111	993	.017229	211	993	.017229	311	993	.017229
	112	956	.016500	212	956	.016500	312	956	.016500
	113	675	.011750	213	675	.011750	313	675	.011750
	114	956	.016500	214	956	.016500	314	956	.016500
	115	698	.012625	215	698	.012625	315	698	.012625
	116	993	.017229	216	993	.017229	316	993	.017229
	117	801	.013875	217	801	.013875	317	801	.013875
	118	993	.017229	218	993	.017229	318	993	.017229
	119	698	.012625	219	698	.012625	319	698	.012625
	120	993	.017229	220	993	.017229	320	993	.017229
	121	801	.013875	221	801	.013875	321	801	.013875
	122	993	.017229	222	993	.017229	322	993	.017229

WITH DECK						
UNIT #	SQ. FT.	% OF INTEREST	UNIT #	SQ. FT.	MONTH/SPEC	
101	956	.016500	201	956	.016500	
102	675	.011750	202	675	.011750	
103	956	.016500	203	956	.016500	
104	698	.012625	204	698	.012625	
105	993	.017229	205	993	.017229	
106	801	.013875	206	801	.013875	
107	993	.017229	207	993	.017229	
108	698	.012625	208	698	.012625	
109	993	.017229	209	993	.017229	
110	801	.013875	210	801	.013875	
111	993	.017229	211	993	.017229	
112	956	.016500	212	956	.016500	
113	675	.011750	213	675	.011750	
114	956	.016500	214	956	.016500	
115	698	.012625	215	698	.012625	
116	993	.017229	216	993	.017229	
117	801	.013875	217	801	.013875	
118	993	.017229	218	993	.017229	
119	698	.012625	219	698	.012625	
120	993	.017229	220	993	.017229	
121	801	.013875	221	801	.013875	
122	993	.017229	222	993	.017229	

PIN	current prop.desc.	assigned UNIT #	OFFICIAL ADDRESS	Postal district & zip code
2-3-200	A-102	101	175 W King ST, UNIT 101	Malvern, PA 19355
2-3-202	A-103	102	175 W King ST, UNIT 102	Malvern, PA 19355
2-3-201	A-104	103	175 W King ST, UNIT 103	Malvern, PA 19355
2-3-209	A-201	104	175 W King ST, UNIT 104	Malvern, PA 19355
2-3-206	A-202	105	175 W King ST, UNIT 105	Malvern, PA 19355
2-3-208	A-203	106	175 W King ST, UNIT 106	Malvern, PA 19355
2-3-207	A-204	107	175 W King ST, UNIT 107	Malvern, PA 19355
2-3-217	A-301	108	175 W King ST, UNIT 108	Malvern, PA 19355
2-3-214	A-302	109	175 W King ST, UNIT 109	Malvern, PA 19355
2-3-216	A-303	110	175 W King ST, UNIT 110	Malvern, PA 19355
2-3-215	A-304	111	175 W King ST, UNIT 111	Malvern, PA 19355
2-3-205	A-108	112	175 W King ST, UNIT 112	Malvern, PA 19355
2-3-203	A-107	113	175 W King ST, UNIT 113	Malvern, PA 19355
2-3-204	A-106	114	175 W King ST, UNIT 114	Malvern, PA 19355
2-3-210	A-205	115	175 W King ST, UNIT 115	Malvern, PA 19355
2-3-213	A-206	116	175 W King ST, UNIT 116	Malvern, PA 19355
2-3-211	A-207	117	175 W King ST, UNIT 117	Malvern, PA 19355
2-3-212	A-208	118	175 W King ST, UNIT 118	Malvern, PA 19355
2-3-218	A-305	119	175 W King ST, UNIT 119	Malvern, PA 19355
2-3-221	A-306	120	175 W King ST, UNIT 120	Malvern, PA 19355
2-3-219	A-307	121	175 W King ST, UNIT 121	Malvern, PA 19355
2-3-220	A-308	122	175 W King ST, UNIT 122	Malvern, PA 19355
2-3-222	B-102	201	175 W King ST, UNIT 201	Malvern, PA 19355
2-3-224	B-103	202	175 W King ST, UNIT 202	Malvern, PA 19355
2-3-223	B-104	203	175 W King ST, UNIT 203	Malvern, PA 19355
2-3-231	B-201	204	175 W King ST, UNIT 204	Malvern, PA 19355
2-3-228	B-202	205	175 W King ST, UNIT 205	Malvern, PA 19355
2-3-230	B-203	206	175 W King ST, UNIT 206	Malvern, PA 19355
2-3-229	B-204	207	175 W King ST, UNIT 207	Malvern, PA 19355
2-3-239	B-301	208	175 W King ST, UNIT 208	Malvern, PA 19355
2-3-236	B-302	209	175 W King ST, UNIT 209	Malvern, PA 19355
2-3-238	B-303	210	175 W King ST, UNIT 210	Malvern, PA 19355
2-3-237	B-304	211	175 W King ST, UNIT 211	Malvern, PA 19355
2-3-227	B-106	212	175 W King ST, UNIT 212	Malvern, PA 19355
2-3-225	B-107	213	175 W King ST, UNIT 213	Malvern, PA 19355
2-3-226	B-108	214	175 W King ST, UNIT 214	Malvern, PA 19355
2-3-232	B-205	215	175 W King ST, UNIT 215	Malvern, PA 19355
2-3-235	B-206	216	175 W King ST, UNIT 216	Malvern, PA 19355
2-3-233	B-207	217	175 W King ST, UNIT 217	Malvern, PA 19355
2-3-234	B-208	218	175 W King ST, UNIT 218	Malvern, PA 19355
2-3-240	B-305	219	175 W King ST, UNIT 219	Malvern, PA 19355
2-3-243	B-306	220	175 W King ST, UNIT 220	Malvern, PA 19355
2-3-241	B-307	221	175 W King ST, UNIT 221	Malvern, PA 19355
2-3-242	B-308	222	175 W King ST, UNIT 222	Malvern, PA 19355

2-3-244	C-102	301	175 W King ST, UNIT 301	Malvern, PA 19355
2-3-246	C-103	302	175 W King ST, UNIT 302	Malvern, PA 19355
2-3-245	C-104	303	175 W King ST, UNIT 303	Malvern, PA 19355
2-3-253	C-201	304	175 W King ST, UNIT 304	Malvern, PA 19355
2-3-250	C-202	305	175 W King ST, UNIT 305	Malvern, PA 19355
2-3-252	C-203	306	175 W King ST, UNIT 306	Malvern, PA 19355
2-3-251	C-204	307	175 W King ST, UNIT 307	Malvern, PA 19355
2-3-261	C-301	308	175 W King ST, UNIT 308	Malvern, PA 19355
2-3-258	C-302	309	175 W King ST, UNIT 309	Malvern, PA 19355
2-3-260	C-303	310	175 W King ST, UNIT 310	Malvern, PA 19355
2-3-259	C-304	311	175 W King ST, UNIT 311	Malvern, PA 19355
2-3-249	C-106	312	175 W King ST, UNIT 312	Malvern, PA 19355
2-3-247	C-107	313	175 W King ST, UNIT 313	Malvern, PA 19355
2-3-248	C-108	314	175 W King ST, UNIT 314	Malvern, PA 19355
2-3-254	C-205	315	175 W King ST, UNIT 315	Malvern, PA 19355
2-3-257	C-206	316	175 W King ST, UNIT 316	Malvern, PA 19355
2-3-255	C-207	317	175 W King ST, UNIT 317	Malvern, PA 19355
2-3-256	C-208	318	175 W King ST, UNIT 318	Malvern, PA 19355
2-3-262	C-305	319	175 W King ST, UNIT 319	Malvern, PA 19355
2-3-265	C-306	320	175 W King ST, UNIT 320	Malvern, PA 19355
2-3-263	C-307	321	175 W King ST, UNIT 321	Malvern, PA 19355
2-3-264	C-308	322	175 W King ST, UNIT 322	Malvern, PA 19355

PLATS AND PLANS OF KINGSBURY CONDOMINIUM

PURSUANT TO PA. UNIFORM CONDOMINIUM ACT, ACT NO. 1980-82, 68 PA. C.S. SECTION 3210

BOROUGH OF MALVERN
CHESTER COUNTY, PENNA.

INDEX OF DRAWINGS

SHEET NO.	TITLE
1	COVER SHEET
2	SITE PLAN
3	GENERAL NOTES & BLDG CROSS SECTION
4	FLOOR PLANS, BUILDING "A" (UNITS A-1 TO A-6)
5	FLOOR PLANS, BUILDING "A" (UNITS A-7 TO A-25)
6	FLOOR PLANS, BUILDING "B" (UNITS B-1 TO B-6)
7	FLOOR PLANS, BUILDING "B" (UNITS B-7 TO B-23)
8	FLOOR PLANS, BUILDING "C" (UNITS C-1 TO C-6)
9	FLOOR PLANS, BUILDING "C" (UNITS C-7 TO C-23)

PREPARED BY
HENRY S. CONREY, INC.
159 WEST LANCASTER AVENUE
PAOLI, PENNSYLVANIA 19301

10309
SHEET
1-48 3/8" x 24"



- [illegible]

Legend

- Sanitary Sewer — 3 —
Storm Sewer — 33 —
Gas Line — 6 —
Water Line — 2 —
Paving Spaces ⑤

[illegible]

PLAYS AND PLANS

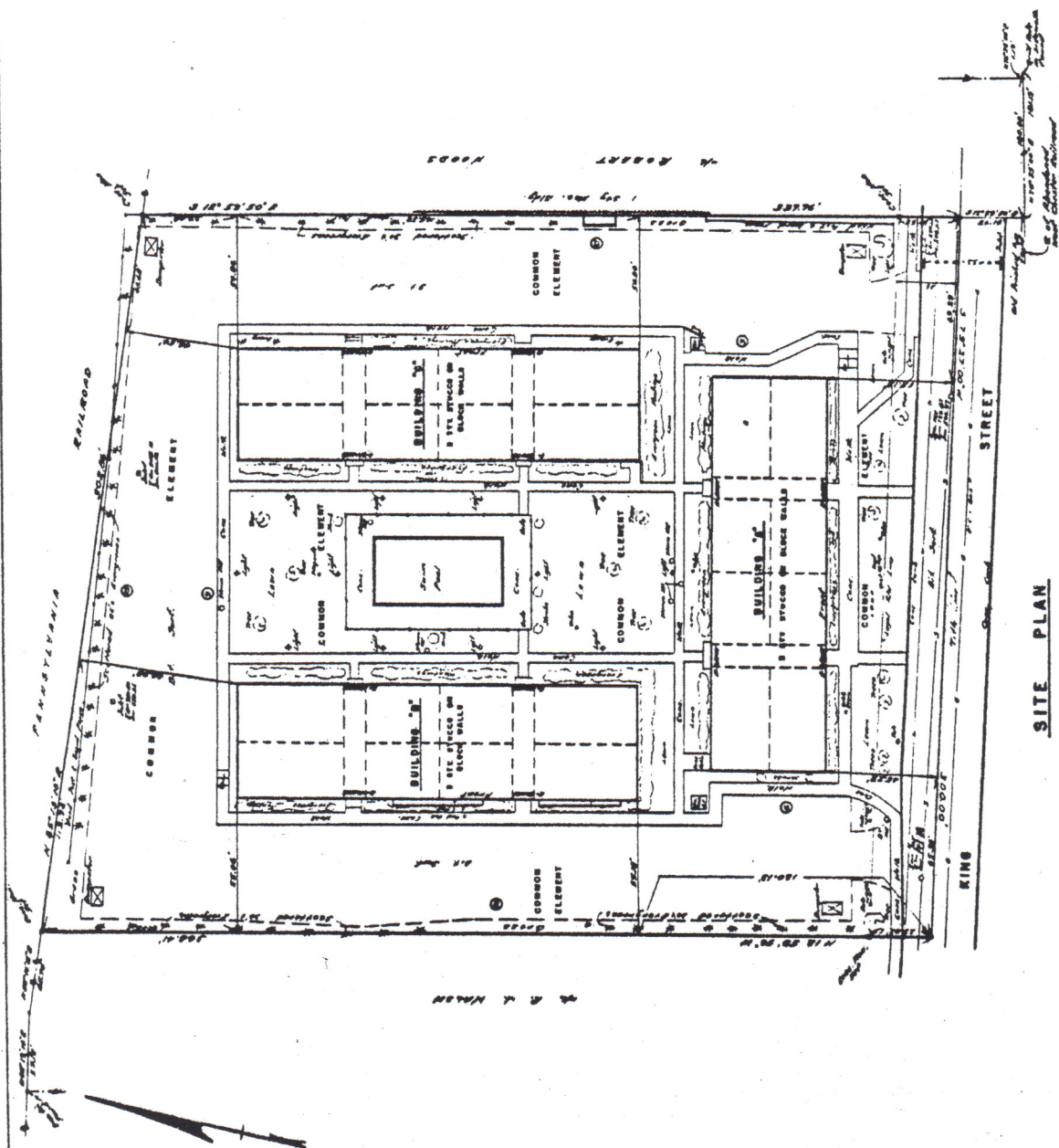
KINGSBURY CONDOMINIUM

BOROUGH OF WALVERN CHESTER CO., PA.

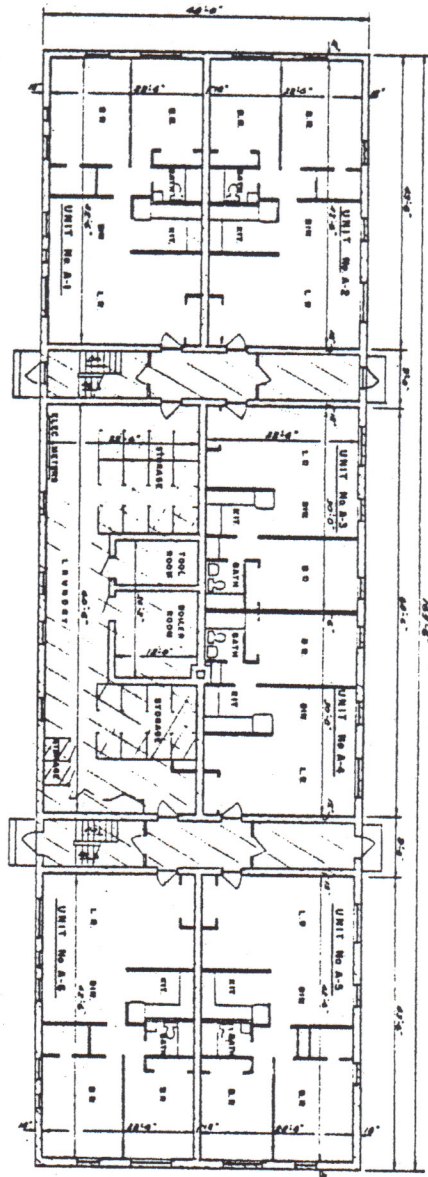
HENRY S. CONLEY INC
DIVISION OF
10305

[illegible]

1-20	1-0-03	PFC	ACL	6
------	--------	-----	-----	---

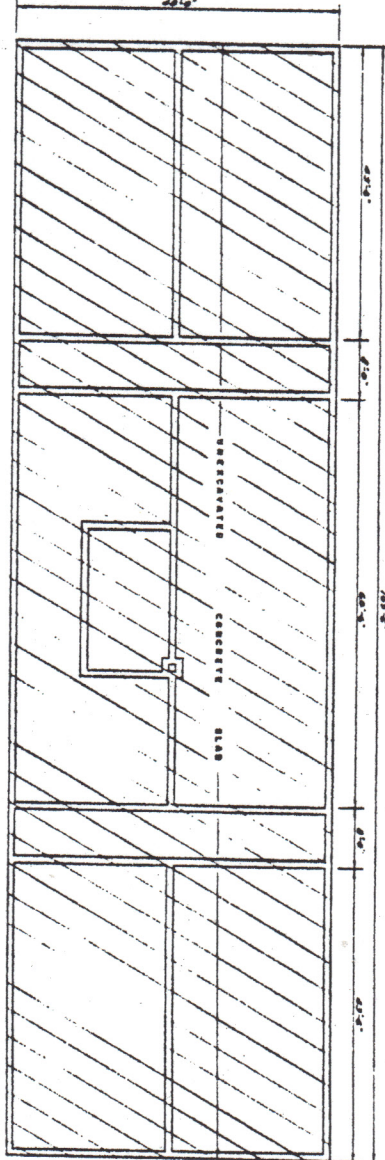


SITE PLAN



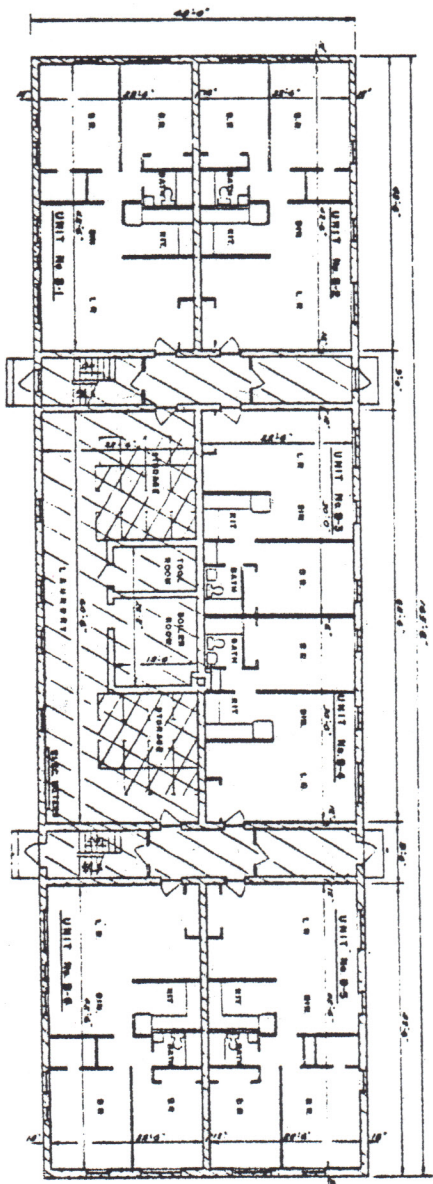
GROUND FLOOR PLAN

BUILDING "A" 2017 ADP-A			
UNIT No.	Area (sq. ft.)	Common Element	Unit Element
A-1	996	551.43	551.43
A-2	996	551.43	551.43
A-3	996	551.43	551.43
A-4	996	551.43	551.43
A-5	996	551.43	551.43
A-6	996	551.43	551.43
A-7	996	551.43	551.43
A-8	996	551.43	551.43



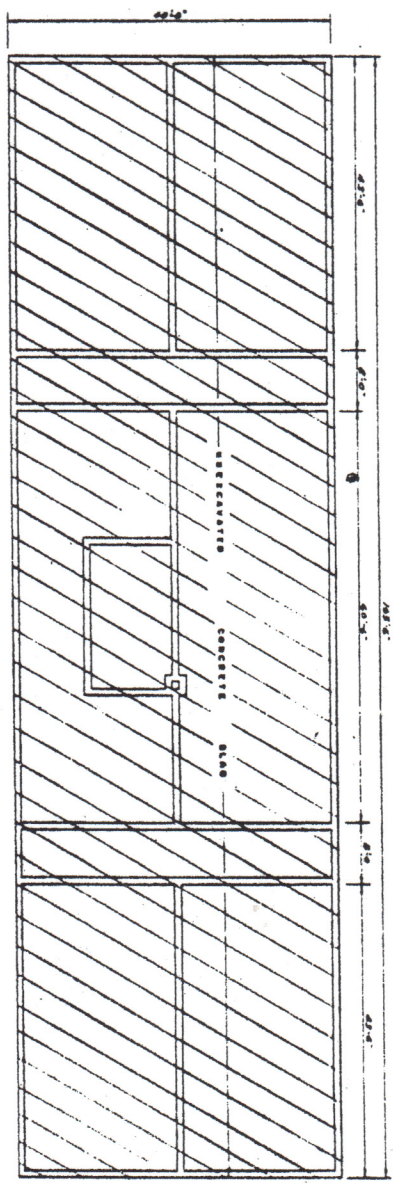
FOUNDATION PLAN

BLDG. "A"
KINGSBURY CONDOMINIUM
 Henry S. Comer, Inc.
 10305
 CHERRY VALLEY ESTATES
 UNIT "A" 1-48 PFC 125 4



GROUND FLOOR PLAN

UNIT NO.	sq. ft.	sq. ft.
B-1	990	911.26
B-2	996	911.26
B-3	978	911.26
B-4	978	911.26
ALL	990	911.26



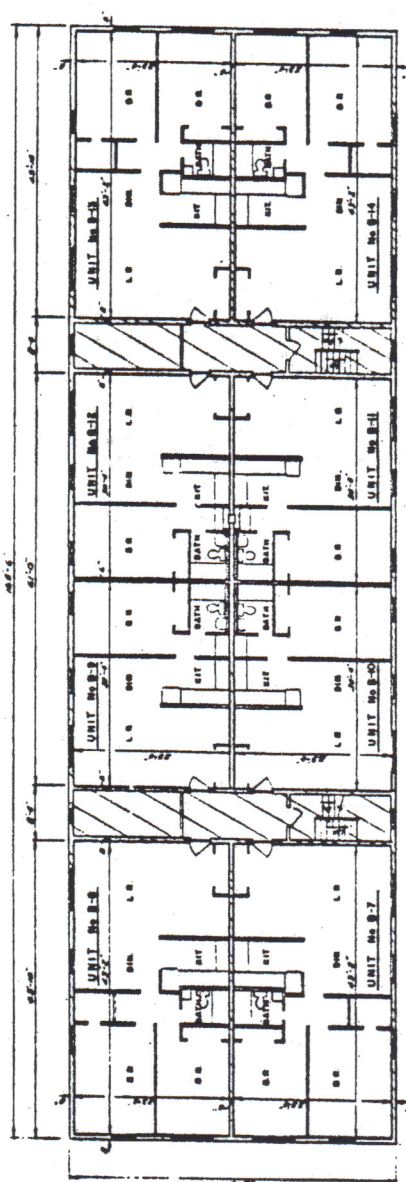
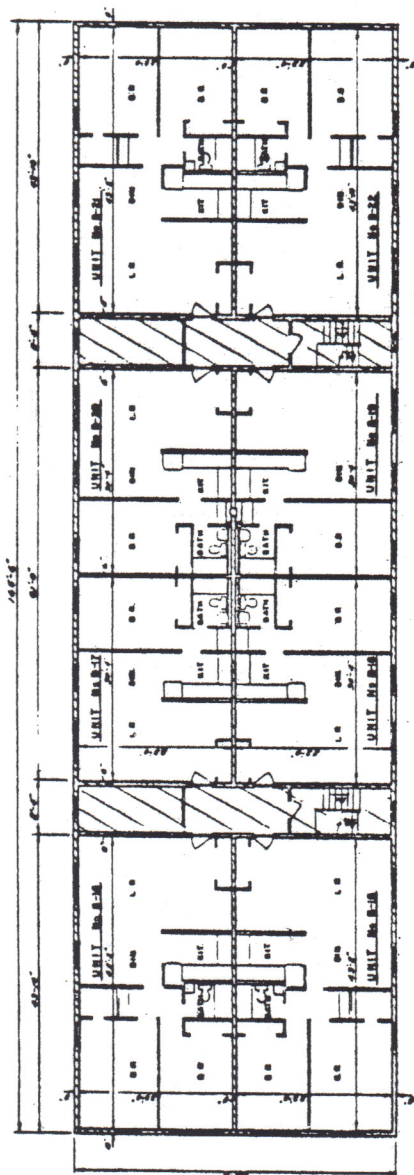
FOUNDATION PLAN

- LEGEND**
- Common Element
 - Limited Common Element

BLDG. 8"

KINGSBURY CONDOMINIUM
 Henry S. Conner Inc 10305
 CONSULTING ENGINEERS
 SHEET
 6

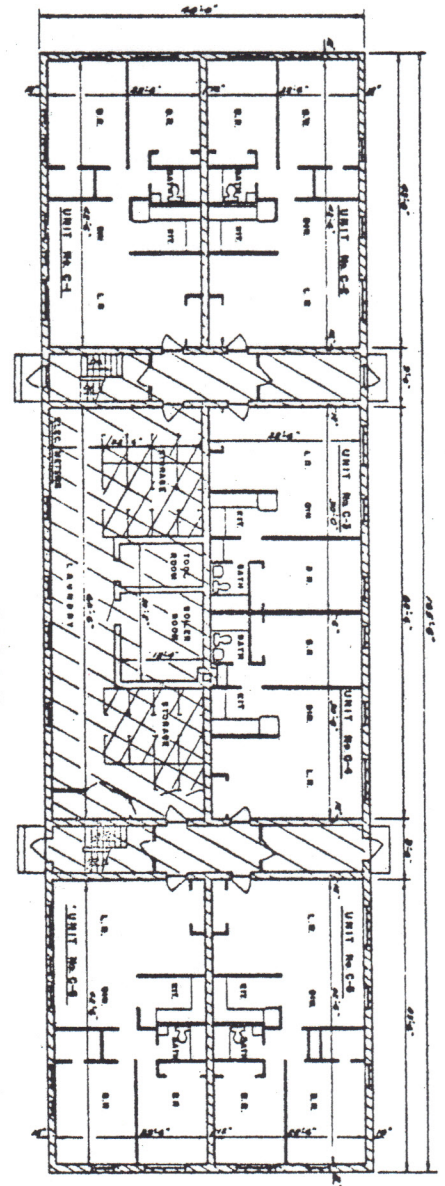
BOOK 688

[illegible]

Common Element

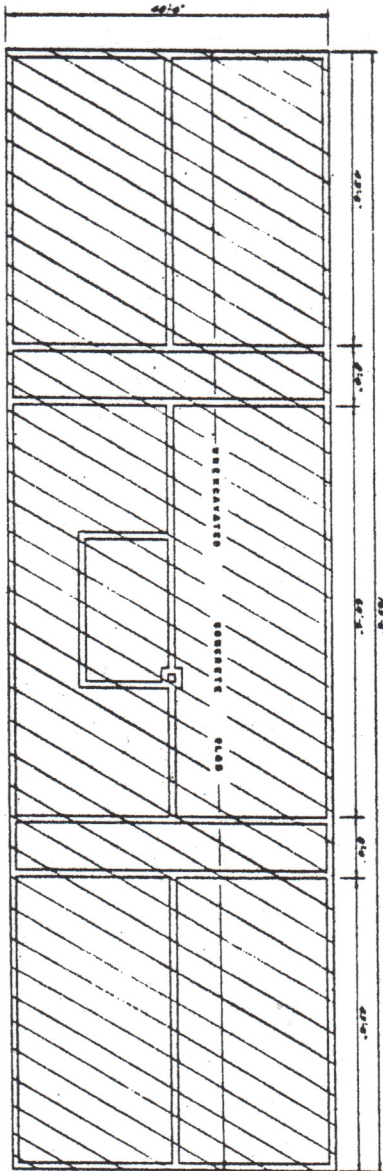
Bldg. "B"
KINGSBURY CONDOMINIUM

MEMPHIS COMMERCIAL INC
DIVISION OF
COMMERCIAL VALLEY INDUSTRIES
P.O. BOX 10308
MEMPHIS, TENN. 38110
7



GROUND FLOOR PLAN

UNIT NO.	NO. OF	NO. OF	NO. OF
	BEDS.	BATHS	KITCHENS
C-1	2	1	1
C-2	2	1	1
C-3	2	1	1
C-4	2	1	1
C-5	2	1	1
C-6	2	1	1



FOUNDATION PLAN

LEGEND
 Common Element
 Limited Common Element


BLDG. C.

KINGSBURY CONDOMINIUM
 Henry B. Conner Inc. 10309
 10309 Kingsbury Road, Suite 100
 Richmond, B.C. V6V 1K2
 SHEET 8

BOOK 688

2
11/6
Clear 3944 pgs

James L. White

The seal of Chester County, Pennsylvania, is a circular emblem. It features a central shield with a plow and a sheaf of wheat, symbolizing agriculture. The shield is surrounded by a wreath. The words "CHESTER COUNTY, PA." are inscribed around the bottom half of the seal, and "1738" is at the top.

Common Element
LABBY

KINGSBURY CONDOMINIUM

Henry S. Corbett Inc
 DIVISION OF
 CHESTER VALLEY ENGINEERS
 100 W. LANCASTER AVE
 LANCASTER, PA.
 17602
 1-800-835-8362

10304
 SHEET
 9

BOOK 688

92