

SAINT DAVIDS PARK CONDOMINIUM ASSOCIATION

500 EAST LANCASTER AVENUE * ST DAVIDS, PENNSYLVANIA 19087

ST DAVIDS PARK CONDOMINIUM
DECLARATION OF CONDOMINIUM
dated 7 /31/1981, recorded on 8/11/1981, in Delaware County PA
in Deed Book 2794, page 696, as amended 9/4/1981

SECTION 1. Name

The property shall be known as ‘St Davids Park Condominium’.

SECTION 2. Description of Land and Buildings

The property is approximately 9.953 acres in size and is located on the southeast corner of the intersection of Lancaster Avenue (U.S. Route 30) and St. Davids Road, St. Davids, Pennsylvania 19087. The property's northern boundary, along Lancaster Avenue, is approximately 962 feet and the western boundary, along St Davids Road, is approximately 174 feet. The eastern boundary, adjacent to an office property and the Altman's department store property, is approximately 706 feet in length. The southern boundary, adjacent to various residential properties, is irregular in shape and is approximately 653 feet in length.

The improvements on the property include 19 buildings, each containing 8 apartment units, full basement areas with laundry and storage facilities. The buildings are two stories and one building contains a management or rental office in the basement level. An underground garage is located near the mid section of the property and contains space for 102 automobiles and maintenance area. The DECLARATION PLAN OF ST. DAVIDS PARK CONDOMINIUM sets forth in detail the locations of the buildings and parking garage.

The buildings were constructed from 1949 to 1951. The buildings are of the garden type, containing 76 one bedrooms and 76 two bedroom apartment units with each having access to a common hallway and leading to an exit that leads to a public street or way. The buildings are of masonry construction, brick veneer and 4” block stripped on the interior with 3/4" lath, covered with gypsum type plaster lath and plastered finish. Foundations are of stone, plastered on the interior, the basement floors are concrete finish, ceilings in the basement area are of expanded wire lath covered with rough finish plaster.

All first and second floor joists are 2" x 12" set 16" on centers and covered with subflooring of either plywood or 3/4" tongue and groove wood, with pre-finished oak hardwood floors, except those areas of the kitchen, which is covered with plywood underlayment and finished with a floor covering of composition tile and sheet goods, and the bathroom areas that are finished with ceramic tile laid over a cement base. The walls that divide the units from the common hallways are 2" x 4" studding, with 4" rock wool or fiberglass batting and gypsum type lath and plastered on each side.

All interior walls and ceilings are gypsum type lath with plaster finish. Party walls between each set of four units (two on the first floor and two the second floor) are of 8" block, the elevation of most buildings is dropped at this point, allowing the party wall to extend above one roof line by approximately 24". The ceiling on the upper level units is insulated with loose laid rock wool or fiberglass insulation installed above the unfinished portion of the gypsum lath.

Several buildings presently have flat roof areas, with a raised surrounding wall of brick with a pre-formed concrete coping. These roofs are 2" x 12", joists with a dropped ceiling of 2" x 4" to make the ceiling areas level; the roof area is sloped to allow for water drainage, a hot type asphalt covering is installed over underlayment felt paper, all flashing, gutters and down spouts are of copper material. The other roofs of the buildings are peaked type, with 2" x 8" roof rafters, strengthened by 2" x 6" collar beams, and 1" x 3" supports, the rafters are set 16" on centers, the upper portion of the rafters are covered with either plywood or 3/4" wood sheathing, saturated felt roofing paper and 210 pound asphalt type roof shingles. All roof flashings, gutters and down spouts are of copper material.

Common hallway stairs are of wood stair supports, with wood treads and risers, the hand rails and balusters are of wood. Side walls and ceiling areas are covered with gypsum type lath and plastered.

All bearing walls are supported with steel "I" beam, and steel "I" beams are further supported by 4" concrete filled lally columns, set in a vertical position, on concrete or stone footings below the finished concrete floor surface in the basement areas.

All roof gable ends are covered by wood, aluminum or composition lapped siding and painted.

All bathroom areas of wet wall finish, with ceramic tile surface, all plumbing fixtures are of porcelain covered iron or of vitreous china type fixtures. All water lines are copper materials, drain and sanitary lines are iron or copper, vented past the roof line.

Each basement area contains storage compartments for each unit. Electric meters are located in those areas, along with laundry facilities for each unit owner or resident to use at their discretion.

Each unit is presently supplied with central heat (hot water, oil fired, including domestic hot water), 30 AMP electric service to each unit with fused circuit board, electric or gas range for cooking.

Each unit has an entry door that reads to the common hallway area.

The garage area is below the normal grade, with an entrance driveway to the parking spaces, the area is vented with blower type fans, the area is of: sidewalls, 14" rod reinforced concrete walls, concrete floor, drained with approved systems to the storm drainage system, the roof area is of reinforced concrete with 3/4" steel rods, 12" covered with hot asphalt material, then covered with crushed aggregate stone and sand or grassed material, a side entrance with concrete steps and rail is located at one end of the garage area, overhead door entrance is at the other end of the area. Concrete columns are supports for the overhead of the structure.

All sidewalks and walkways are of concrete with concrete curing; where required, all drive areas are of asphalt (macadem type surface) laid over a stone base, as required by regulations of Radnor Township building codes for this type of installation. All interior roadways in the complex are privately owned and will be part of the Common Elements.

SECTION 3. IMPROVEMENTS TO BE MADE BY DECLARANT

It is the intent of the Declarant to improve the existing buildings and common areas as follows:

- 1) Each unit will be supplied with its own new heat pump/air conditioning system in place of the central system that is presently in use. The present system will be dismantled.
- 2) Each unit will have new plumbing fixtures, marble top vanity and ceramic tile floor installed in the bathroom.
- 1) Each unit will have new kitchen cabinets installed in the kitchen area, to be wood type material or vinyl finished material. Formica counter tops are to be installed. In addition, each kitchen will be equipped with a new range, dishwasher and stainless steel sink, with garbage disposal and no-wax vinyl floor.
- 2) Each unit will have a 125 AMP service installed with a fuse for circuit breaker panel to replace the existing 30 AMP electric service.
- 3) New individual hot water heaters will be installed to supply domestic hot water to each unit.
- 4) Insulation in the unfinished areas above the second floor ceilings will be increased.

- 5) Combination storm windows and screens will be added to each window.

- 6) The interior of each unit will be finished with colonial trim woodwork, colonial paneled doors, wall to wall carpeting over hardwood floors (finished hardwood floors optional in certain units) and complete interior repainting.

- 7) Improvements to common areas will include repair and /or replacement of concrete, repair and /or repaving of existing paved areas, additional landscaping and lighting throughout the complex, and repairs to parking garage.

SECTION 4

DECLARATION PLAN AND NUMBER OF UNITS

The property shall consist of 152 apartment Units and Common Elements as shown on the Amended Declaration Plan recorded with the Corrective Amendment and bearing the verified statement of Stanley K. Ciesielecki, registered engineer, certifying that said plan fully and accurately shows the locations of the buildings thereon, including the Units, the Common Elements, the Limited Common Elements, parking areas and parking garage, and sets forth the name by which the property will be known and the Unit designation for each Unit thereon.

The 152 apartment Units are the maximum number of units in the condominium. Neither the Declarant nor any subsequent Unit owner may subdivide any Unit into two or more units nor covert any Unit to Common Elements, nor subdivide or partition any part of the Common Elements.

SECTION 5

DESCRIPTION OF UNITS AND COMMON ELEMENTS

A. All of the 152 Units created herein are residential Units of which there are two types: one bedroom and two bedroom. Each unit is designed and intended for independent use in accordance with the purposes stated in SECTION 8 hereof.

B. The title lines of each Unit are shown on the Declaration Plan and, subject to provisions of paragraph C hereof, are described as follows:

1. The unit side surface or plane of such exterior walls and such interior walls of the Building as are adjacent to and form the perimeter of each Unit.
2. The unit side surface or plane of ceilings immediately above each Unit.
3. The unit side surface or plane of the floor immediately below each Unit.
4. The interior or unit side surface of such windows, window frames, window panes, window assemblies and window sills which are set in the exterior walls of the Buildings adjacent to each Unit.
5. The interior or unit side surface of such doors, door frames and door assemblies which are set in the interior of the Buildings adjacent to each Unit.

C. 1. With respect to the walls, floor and ceilings designated in paragraph B as the boundaries of Units, all lath, furring, wallboard, plaster, paneling, tiles, wallpaper, paint finished flooring and any other materials constituting any part of the finished surfaces thereof are a part of the Unit, and all other portions of the walls, floors and ceilings are a part of the Common Elements.

2. If any Chute, flue, duct, wire, conduit, bearing wall, bearing column or any other fixture lies partially within and partial outside the designated boundaries of Unit, any portion thereof serving only that Unit is a limited Common Element allocated solely to that Unit, and portion thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements.

3. Subject to the provisions of paragraph C(2), all spaces, interior partitions and other fixtures and improvements within the boundaries of a Unit are a part of the Unit.

D. The Common Elements consist of the entire Property except those portions of the Buildings included within the Units (as set forth above), including without limitation:

1. The land on which the Buildings are located, including without limitation, yards, interior and exterior parking areas, driveways and walks and the air space above the Buildings and land.

2. Those portions of the Buildings which are not included within title lines of any Unit, such as structural and bearing walls, roofs and roof assemblies, foundations, structural parts and supports.

3. Portions of the land and Buildings, if any, used exclusively for the arrangement, operation or maintenance of the Common Elements.

4. All installations of and systems for all central services and utilities serving the Property, including without limitation water sewer, gas, electric, telephone, heating, ventilating and air conditioning and other utility lines, pipes, ducts, wires, cables, conduits, fixtures, meters and associated equipment which serve the Common Elements or serve more than one Unit or both (and except as and to the extent that the same are included within the description of a unit herein above set forth and serve only a single Unit).

5. All other apparatus and installations existing for common use.

6. All other parts or elements of the Buildings or the property necessary or convenient to the Property's existence, management, operation, maintenance and safety or normally in common use.

SECTION 6. DESCRIPTION OF LIMITED COMMON ELEMENTS

The Limited Common Elements consist of those portions of the Common Elements identified either herein or on the Declaration Plan as such and which are intended for the exclusive use of one or more but fewer than all of the Units. The following Limited Common Elements are hereby designated:

1. If any Chute, flue, duct, wire, conduit, bearing wall, bearing column or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element allocated solely to that Unit and any portion thereof serving more than one Unit or any portion of the Common Elements is part of the Common Elements.

2. Any Shutters, awnings, window boxes, doorsteps, stoops, porches and all exterior doors and windows or other fixtures designed to serve a single Unit, but located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit.

3. Each Unit is allocated the exclusive use of a laundry and storage area within the basement of the building within which the Unit is located.

1. Pursuant to Section 3205 (7) of the Act, individual parking stalls within the Underground parking garage may be allocated subsequently as Limited Common Elements, and assigned to individual Units, in which event the remaining elements of the parking garage, including the floor, walls, column, ceilings, equipment and aisles, will be allocated as a Limited Common Element for the exclusive use of all the Units to which parking stalls shall be therefore and thereafter allocated.

A description of the method by which the allocation will be made is set forth in Section 15 of this Declaration.

The cost of maintenance of Limited Common Elements may, at the direction of the executive Board, be charged to the owner of Units having exclusive use of such Limited Common Elements.

SECTION 7. UNIT INTERESTS

The Proportionate undivided interest in the Common Elements, expressed as percentages and set forth in Exhibit "B" which is attached hereto and a part hereof, are hereby assigned to the Units in the Property. Each condominium owner's percentage of ownership of the Common Elements has been established by the ratio of the square footage of the individual Unit to the total square footage of all the units. All Units of the same type have the same percentage of ownership in the Common Elements, except for the purpose of rounding off percentages. The total of all unit interests in the Common Elements is 100%. Each Unit owner's percentage of ownership of the Common Elements also Constitutes his portion of the votes in the association and his percentage or fraction of liability for the Common Expenses.

Except as provided in Section 3208(d) of the Act, the Common Element interest, votes and Common Expense liability set forth herein may not be altered without unanimous consent of all Unit owners and all mortgages on Units.

SECTION 8. USE RESTRICTIONS

In order to maintain established standards, provide for a congenial occupation of the Units and to provide for the protection of the values of the Units, the use of the property shall be restricted to be in accordance with the following provisions:

- A. *All units are hereby designated as residential Units and shall be used for single family residences only. For purposes of this restriction, not more than two individuals unrelated by blood or marriage shall be considered as a single family.*
 1. *All Units shall be used for residential purposes and none other.*
 2. *The respective residential Units shall not be leased by the Owners thereof for any period less than thirty (30) days. Other than the foregoing obligations, the Owners of the respective residential units shall have the absolute right to lease their respective Units provided that any such leases are made subject to the covenants and restrictions, rules and regulations contained or provided for in the condominium documents.*

B. Subject to rules and regulations from time to time pertaining thereto, all Unit Owners may use the Common Elements in such manner as will not restrict, interfere with or impede the use thereof by other Unit Owners.

C. The Common Elements shall be used for furnishing of those services and facilities for which the same are designed and reasonably intended.

D. No person shall use the Common Elements or any part thereof in any manner contrary to or not in accordance with such rules and regulations pertaining thereto as from time to time may be promulgated by the Executive Board, without in any way intending to limit the generality of the foregoing, the Executive Board shall have the right but not the obligations, to promulgate rules and regulations governing the use of the Common Elements by Unit Owner or occupiers and respective families, guests, invitees and servants.

E. No nuisances shall be allowed upon the property nor shall any use or practice be allowed which is a source of annoyance to Unit Owners or occupiers or which interferes with the peaceful possession and proper use of the property by its residents.

F. No immoral, improper, offensive or unlawful use shall be made of the property nor any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The respective responsibilities of Unit Owners and the Executive Board of complying with the requirements of governmental bodies which require maintenance and repair of that portion of the property subject to such requirements.

G. Regulations concerning use of the property may be promulgated by the Executive Board as herein above set forth; provided, however, that copies of such regulations are furnished to each Unit Owner prior to the time that the same become effective.

H. Notwithstanding the foregoing, Declarant expressly reserves the following rights for itself, its successors and assigns, until all the Units have been sold and settled by the Declarant:

1. To maintain management, general or sales offices in the basement (Ground Floor level) of the 101 Building, where the management office is now located.

2. To maintain on the Property such model condominium Units as Declarant shall desire; Declarant expressly reserves the right to use any or all Units as models until such time as any Unit is sold to a purchaser.

3. To maintain on the Property sales information signs and such other signs as Declarant shall desire.

4. To pursue all other activities necessary to effectuate the renovations, completion and sale or lease of its Units.

This reservation shall also inure to the benefit of any persons or entities deemed necessary or desirable by the Declarant, and shall constitute an easement through the Common Elements.

I. No Unit Owner or occupant shall do or permit to be done anything which interferes with any other Unit Owner's easement for the exclusive use of ingress and egress to storage areas, laundry areas, parking areas and parking garage.

A. Any such Owner who violates the afore said shall become personally liable to remedy such violation and if such Owner does not so remedy such violation after thirty (30) days written notice by the Executive Board to such Owner, Then the Executive Board, their agents and assigns, shall have the authority and are hereby granted said authority to enter upon and remove or correct such violation and to assess the Unit Owner for the costs of correcting such violation, including attorney and court costs incurred by the Executive Board due to such violation. Such costs may be added to the common maintenance fee or charged against the Unit Owner as a lien on his Unit.

SECTION 9. MAINTENANCE AND REPAIR OF UNITS

A. The unit Owners acting through the Executive Board, at the common expense of the Unit Owners, shall be responsible for the maintenance, repair and replacement of:

1. All portions of the Units which contribute to support of the building, excluding, however, interior wall, ceiling and floor surfaces, and including, without intending to limit the same to, outside walls of the building, structural slabs, roofs, interior boundary walls of units and load-bearing columns.

2. All conduits, ducts, plumbing, wiring and other facilities for the furnishings of utility services which may be contained in the Units, but excluding therefrom appliances and plumbing fixtures.

B. The responsibility of each respective Unit Owner shall be as follows:

1. To maintain, repair and replace at the expense of such Unit Owner, all of such Unit except such portions of each such Unit as are to be maintained, repaired and replaced by the Unit Owners acting through the Executive Board.

2. To perform his responsibilities in such manner so as not unreasonably the to disturb the occupants of the other units.

3. Not to paint or otherwise decorate or change the appearance of any portion of the building not within the walls of the unit, unless the written consent of the Executive Board is first obtained.

4. To promptly report to the Executive Board or its management agent any casualty damage, defect or need for repairs, the responsibility for the remedying of which is with the Executive Board.

5. Not to make any alterations in the portions of the unit or the building which are to be maintained by the Unit Owners acting through the Executive Board or remove any portion thereof or make any additions thereto or do anything which would or might jeopardized or impair the safety or soundness of the building without first obtaining written consent of the Executive Board, nor shall any Unit Owner impair any easement without first obtaining the written consents of the Executive Board and of the Unit Owner or Owners for whose benefit such easement exists.

6. As often as any Unit Owner or group of Unit Owners, being less than all of the Unit Owners, shall make or contract for the making of any additions or improvements of such kind or character as to be in whole or in part insurable as part of the property, such Unit Owner or Unit Owners shall immediately report such additions or improvements to the Executive Board.

C. The Executive Board's liability for maintenance, repair and replacement of Units shall be solely contractual.

SECTION 10. EASEMENTS

The following easements are hereby created:

A. Easement for Encroachment.

To the extent that any Unit or Common Element encroaches on any other Unit or Common Element, a valid easement for the encroachment exists. The easement does not relieve a Unit owner of liability in case of his willful misconduct nor relieve a Unit owner of liability in case of his willful misconduct nor relieve a Declarant or any contractor, subcontractor or material man of liability for failure to adhere to the plats and plans.

B. Easement to Facilitate Sales.

Declarant has retained the rights more fully set forth in SECTION 8, paragraph H to complete the conversion of the Property to condominium ownership and to sell the Units.

C. Easement for Ingress and Egress.

Each Unit owner has an easement for ingress and egress over and across the Common Elements for the purposes of entering and leaving his Unit and the Common Elements. This easement does not apply to Limited Common Elements, and is subject to Condominium Rules and Regulations.

D. Easement for Access to Units.

An easement is granted to Unit Owners Association, all governmental authorities and utility companies serving the property to enter upon the Common Elements, or (b) to install, repair or replace any utility service serving the Property.

E. Easement for Support and Use of Facilities.

Each unit has an easement in common for structural support over the Common Elements and every other Unit in it's Building; no Unit owner shall take any action which would threaten to harm the stability or safety or any unit. Each Unit has an easement in common to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements serving that Unit, and each Unit is also subject to such easement.

The foregoing easements shall be easement appurtenant and shall run with the land.

SECTION 11. RECORDED EASEMENTS AND RESTRICTIONS

The property is subject to the following easement and restrictions, each of which except "a" recorded in the Delaware County Recorder of Deeds and Office prior to the recording of this Declaration:

- a. Title to that portion of the premises in the bed of Lancaster Avenue and St. Davids Road is public and private rights therein. (Not recorded)
- b. Rights granted to the Philadelphia Electric Company and the Bell Telephone Company of Pennsylvania as set forth in Deed Book 1427 page 520.
- c. Rights granted to the Philadelphia Electric Company as set forth in Deed Book 1152, page 317.
- d. Rights granted to Philadelphia Suburban Water Company as set forth in Deed Book 1428 page 141.
- e. Conditions, restrictions, regulations and Reservations as in Deed Book O-7, page 577 and Deed Book 1-7, page 191.
- c. Conditions and restrictions as set forth in Deed Book s-6, page 208 and modified in Deed Book S-6, page 272.

SECTION 12. INSURANCE

The Association shall take out, maintain and keep in force, policies of insurance accordance with the provisions of Section 3312 of the Act, which shall also govern the procedures for administering and distributing insurance claims and proceeds. The Declarant and / or Association are specifically authorized to supplement the provisions of Section 3312 of the Act by regulations contained in the Bylaws, including but not limited to provision for and appointment of an insurance trustee, provided, however, that such supplementary regulations shall not be inconsistent with the requirements contained in section 3312 of the Act.

SECTION 13. ASSESSMENTS AND TAXES

After the conveyance of a unit to an Owner other than Declarant, each Unit and it's proportionate undivided interest in the Common Elements as determined by this Declaration shall be assessed and taxed for all purposes as a separate parcel of real estate.

Common Expenses shall be assessed in accordance with Section 3314 of the Act.

SECTION 14. SALES AND CONVEYANCES

Units may be sold, conveyed, mortgaged, leased or otherwise dealt with in the same manner as like dealings are conducted with respect to real property and interests therein. Every written instrument dealing with a Unit designation identifying the Unit involved. A copy of all mortgages and deeds shall be filed with the Association office; also, a copy of all leases for Units leased by any Unit Owner shall first be filed with the Association office or the Executive Board for the Association.

The acceptance of a deed or mortgage to any Unit, or the entering into a lease or otherwise occupying any Unit shall constitute an agreement that the provisions of the Act, this Declaration, the Corrective Amendment to the Declaration, the Plans as amended, the Bylaws, the Rules and Regulations (and any further amendments thereto) and the covenants, conditions and restrictions set forth in the deed to such Unit are accepted and ratified by such grantee, mortgagee, lessee or occupant. All such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit. Notwithstanding anything to the contrary contained herein, no obligation shall be imposed on any mortgagee unless such obligation is expressly and lawfully imposed on a mortgagee by the Act, the Declaration and Corrective Amendment thereto, the Amended Declaration Plan or the Bylaws.

All resales of Units shall comply with the requirements of Section 3407 of the Uniform Condominium Act.

There is contained on the property an underground garage for parking of vehicles, located as shown on the Amended Declaration Plan.

The garage area contains 102 parking stalls, approximately 8 feet by 16 feet each, numbered from 1 to 102.

- (A) The parking garage, including the floor, walls, columns, ceiling, equipment, aisles and parking stalls, is designate as Common Elements which may be allocated subsequently as Limited Common Elements pursuant to Section 3205 (7) of the Act.*
- (B) The Declarant is authorized to allocate, by deed or assignment executed by the Declarant, each parking stall as a limited Common Element to a designated Unit, in accordance with Section 3209 (c) of the Act.*
- (C) Each Unit Owner to whom a parking stall shall be allocated by deed or assignment as a Limited Common Element shall have the right to relocate, by a recorded assignment executed by the Unit Owners between whose Units the relocation is made, the parking stall so allocated.*
- (D) Any parking stalls which have not been specifically allocated to a Unit either (a) 90 days after the conveyance of all Units to Unit Owners other than the Declarant or (b) July 1, 1986, whichever shall first occur, shall be assigned as Common Elements to the Unit Owners Association, which shall thereafter have the authority to allocated such parking stalls, as Limited Common Elements by deed or assignment to designated Unit, in accordance with Section 3209 (c) of the Act.*
- (E) In event that Declarant and / or the association shall allocate one or more parking stalls to designated Units as Limited Common Elements, the remaining portions of the underground parking garage (exclusive of unallocated parking stalls) including the floor, walls, columns, ceiling, equipment and aisles shall be deemed to be allocated as a Limited Common Element for the exclusive use of all the Units to which parking stalls shall be theretofore and thereafter allocated.*
- (F) In the event of allocation of all or part of the garage parking stalls, to designated Units as Limited Common Elements, the owner of each unit to which a parking stall is assigned at the time when expenses for maintenance, repairs or replacement of the parking garage are incurred shall be assessed for 1/102nd of such expenses. Declarant, until the time when any unallocated parking stalls shall be assigned to the Association in accordance with the terms of subsection D hereof, or the Association after such time, shall be assessed for 1/102nd of such expenses for each unallocated parking stall.*

- (G) *Each Unit Owner who shall have the exclusive right to use a parking stall shall have an easement of ingress, egress and regress across the driveway and entrance to the garage and across those areas of the garage which are not designated for individual parking stalls.*
- (H) *Each parking stall shall be used only by Unit owner or Unit tenant for parking of a single passenger vehicle, and shall not be used for any other purpose. only a designated Unit or the Unit owner s Association may be allocated or assigned a garage parking stall. Upon the sale of the last unit owned by any owner in the Condominium such owner must also be divested of all parking stalls allocated to the owners unit.*
- (I) *Each such unit owner who shall have use of a parking stall shall furnish to the Executive Board a copy of the certificate of insurance covering the vehicle that is to be stored or parked in the parking stall allocated to such unit owner.*
- (J) *The Executive Board, Declarant, its assigns, successors, and agents shall have the right to enter upon and remove any vehicle, or other items that the Executive Board Declarant, its assigns, successors or agents, may deem improper and in violation of any restrictions, rules requirements or that may violate the structural integrity, health, welfare, insurance or common good of the other Unit owners. Any vehicle that is stored, parked or otherwise exists in the parking stalls may be removed upon five (5) days written notice to the owner of such vehicle or parking stall by Executive Board or it's agents being liable to the owner of such vehicle or parking stall. No repairs, body or engine work, or any other item may be performed in the parking garage at any time, unless such work is an emergency or necessary to remove or engage a vehicle that is not working. Any such work must be with the prior approval of the Executive Board, Declarant, it's assigns, successors or agents.*

SECTION 17. REPAIR OR RECONSTRUCTION

In the event that any portion of the Condominium is damaged or destroyed, the repair or reconstruction of the damaged or destroyed portion shall be governed by the provisions contained in Section 3312 subsection (g) of the Act, whether or not the damage or destruction is entirely or partially covered by insurance.

SECTION 18. TERMINATION OF THE CONDOMINIUM

The Condominium shall not be terminated except as provided for in Section 3220 of the Act. In the event of a taking of a Unit or part of a Unit by eminent domain, the provisions of Section 3107 of Act shall govern.

SECTION 19, MANAGEMENT OF THE CONDOMINIUM

The Condominium shall be managed in accordance with the provisions of Chapter 33 of the Act, as such provisions may be supplemented by the Bylaws

The period extending from the first conveyance of a Unit to a person other than the Declarant until no later than 180 days after conveyance of 75% of the Units to unit Owners other than the Declarant, but in any event not longer than five years., is hereby designated, in accordance with Section 3303 (c) of the Act, as the "period of Declarant control". During this period, the Declarant reserves the right to appoint and remove the officers and members of the Executive Board. Transfer of control of the Executive Board from the declarant to the Unit Owners other than Declarant shall be in accordance with Section 3303 (d) of the Act, and The Condominium Bylaws.

The following persons are hereby designated as the first members of the Executive Board:

Lewis J. Brandolini, III
Joseph V. Egan, III
Ralph M. Feaver
Thomas L. Ledbetter
Jean W. McConaghy

SECTION 20. MORTGAGES

a permitted Mortgage as used herein means any mortgage, and any obligation secured thereby, for which the forms thereof and the proposed mortgages thereof have been submitted to and approved by the association as complying with the provisions of Section 19.2 hereof.

Notwithstanding any other provisions herein or in the Bylaws, the following shall be in effect:

SECTION 20.1 RIGHTS OF MORTGAGEES

- (A) A unit Owner may not voluntarily encumber or subject his Unit to any lien, other than the lien of:
 - (1) A first mortgage to a bank, trust company, mortgage banker, bank and trust company, savings bank, savings and loan association, building and loan association, mortgage service company, insurance company, pension fund, real estate investment or similar lending institution; or

(2) A mortgage lien which is junior to a Mortgage of the type described in clause (1) immediately preceding, provided that the Executive Board has granted its written approval of such encumbrance; or

(3) A purchase money mortgage to the Unit Owner from whom such mortgagor received its title to the Unit so encumbered; or

(4) An Alternative Mortgage - which means any mortgage lien to a person or entity not listed in Sections 19.1 (A) (1), (2) or (3) hereof; provided however, that, notwithstanding anything contained in this Declaration pertaining to Mortgagees or permitted Mortgagees to the contrary: (i) the consent or approval of the holder of an alternative Mortgage shall not be required for any actions to be taken by the Executive Board or the Association hereunder; and (ii) the provisions of Section 19.4 and Section 19.6 hereof shall not apply with respect to Alternative Mortgages and, wherever this Declaration or Act requires the vote or approval of any Mortgagee or Permitted mortgagee, Units encumbered only by one or more Alternative Mortgages shall be treated as if they were unencumbered by any Mortgage. Notwithstanding the foregoing, a Unit Owner desiring to encumber his Unit with lien of an Alternative Mortgage shall comply with the requirements of Section 19.2 hereof.

SECTION 20.2 PERMITTED MORTGAGES:

No unit owner or prospective purchaser of a Unit shall deliver any mortgage, or any obligation to be secured thereby, unless it has first notified the Executive Board of the name and address of the proposed mortgagee, and unless the forms thereof and the proposed mortgage have been then or theretofore submitted to and approved by the Executive Board as complying with the provisions of Section 19.1 hereof, which approval shall be promptly given or denied and shall not be unreasonably withheld. The then current form of mortgage published by Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Department of Housing and Urban development, and the Veterans Administration with the then-current condominium rider published by such entities shall at all times be deemed to be approved by the Executive Board, without any specific action or approval of the Executive Board required. When a permitted Mortgage is delivered to the Mortgagee, the Unit Owner shall simultaneously provide an executed or conformed copy thereof to the Association. Upon receipt of such copy of a Permitted Mortgage, the Secretary of the Association shall instruct the insurer of the premises to add the name of the holder of such Permitted Mortgage to the mortgagees' loss payable provision of the hazard insurance policy covering the Premises and to provide such Mortgagee with a certificate of insurance showing that such Mortgagee's name has been so added. The secretary shall maintain a register of Permitted Mortgages, showing the name and address of the holder thereof and the amount secured thereby.

SECTION 20.3 NOTICE OF UNIT OWNERS DEFAULT, DAMAGE, MEETINGS, CHANGES IN DECLARATION OR BYLAWS:

The Executive Board shall:

- (a) Give prompt notice to a unit Mortgagee of any default in the Unit Mortgagor's obligations under the Condominium Documents which are not cured within thirty (30) days after the occurrence of such default and send to Unit Mortgagee copies of any notices of default sent to the Unit Owner;
- (b) Promptly after the Association has received written notice of any pending acquisition of any portion of the premises by means of eminent domain, give to all Mortgagees written notice of any such proceedings; and
- (c) Agree in writing to notify the appropriate Mortgagee whenever (i) damage to a unit covered by the Mortgage held by such Mortgagee exceeds \$1,000.00 and (ii) damage to Common Elements, Limited Common Elements or related facilities exceeds \$10,000.00;
- (d) Upon request from a Permitted Mortgagee send notices of all meetings of the Association.
- (e) At least 30 days prior to the effective date of any proposed of material changes in the Bylaws or the Declaration notify all holders of Permitted Mortgages.

SECTION 20.4 LIABILITY FOR USE AND CHARGES:

Any Mortgagee who obtains title to a Unit pursuant to the remedies provided in a Permitted Mortgage for foreclosure of such Mortgage shall be liable for such Unit Owner's unpaid assessments or charges which accrue prior to the acquisition of title to such Unit by the Mortgagee, except to the extent otherwise provided for in the Act and except to the extent such Mortgagee is liable as a Unit Owner for the payment of such unpaid assessment or charge that is assessed against the Mortgagee as a result of all unit Owners being reassessed for the aggregate amount of such deficiency.

SECTION 20.5 CONDEMNATION AND INSURANCE PROCEEDS RIGHTS

No provision of this Declaration shall give a Unit Owner, or any other party, priority over any rights of the Mortgagee of a Unit pursuant to it's mortgage in the case of a distribution of such Unit Owner of insurance proceeds or condemnation awards for loss to or a taking of one or more Units and / Common Elements.

SECTION 20.6 APPROVAL OF MORTGAGEES:

The prior written approval of all holders of Permitted Mortgages must be obtained for the following:

- (A) The abandonment of the Condominium status of the Premises, except for abandonment permitted by the Act in case of substantial loss to the Units and Common Elements:
- (B) The partition or subdivision of any Unit.
- (C) The abandonment, partition, subdivision, encumbrance, sale or transfer of any portion of the Common Elements, other than by the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements.
- (D) The termination of, or ratification of any decision of the Executive Board to terminate professional management of the property and the substitution of self management.
- (E) A change in the schedule of Percentage Interests set forth in Exhibit "B" allocated to each Unit.

SECTION 20.7 BOOKS AND RECORDS:

Any Mortgagee shall have the right (exercisable by written notice to the Executive Board) to examine the books and records of the Association and to require that they be provided with a copy of each annual report of the Association and other financial data of the Association reasonably requested by such Mortgagees.

SECTION 20.8 EXISTING MORTGAGE:

The premises are presently subject to the mortgage in favor of Bell Service Corporation. For all purposes of this Declaration such mortgage shall be deemed in all respects to be Permitted mortgage. In the event that the holder of said mortgage shall obtain title to any Unit prior to the sale there of by Declarant, by the exercise of any rights or remedies contained in such mortgage - said holder shall also succeed at it's option to all or some of the rights of Declarant hereunder or under the Bylaws, or the Act, as provided in the Act with respect to the transfer of Special Declarant Rights.

SECTION 21. DESCRIPTIVE HEADINGS

The descriptive headings used herein are for convenience and references only and shall not be construed to define or limit the scope or meaning of any provision.

SECTION 22. THE TERM UNIT OWNER

The term unit owner herein, or any pronoun used in place thereof, shall mean the person or persons owning a Unit in fee simple. Person means a natural individual, corporation, partnership, association, trustee or other legal entity.

SECTION 23. AMENDMENT OF DECLARATION AND PLANS

The Condominium Documents, (the Declaration, the Declaration Plan, the Bylaws and the Rules and Regulations, as each of the foregoing may be amended from time to time) shall be amended in accordance with the Act and the Condominium Documents. Notwithstanding any judgement of the Executive Board to cure any ambiguity or to correct or supplement any provisions to the Condominium Documents that is defective, missing or inconsistent with any other provisions hereof, or if such amendment is necessary to conform to the requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Veterans Administration, the Department of Housing and Urban Development with respect to condominium projects , then at any time and from time to time the Executive Board may effect an appropriate corrective amendment without the approval of the Unit Owners or the holders, of any liens on all or any part of the Premises, upon receipt by the Executive Board of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this sentence.

Except as expressly amended (shown in italics), the provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this Corrective Amendment to the Declaration, together with the said Amended Declaration Plan of St. Davids Park Condominium this 4th day of September 1981.

ATTEST:

ST. DAVIDS PARK ASSOCIATES, BY:
WRIGHT/EGAN & ASSOCIATES, INC.

s/ _____

Secretary

s/

By: _____

Joseph V. Egan, III
President

ATTEST:

SECOND BRANCO, CORP

s/ _____

Secretary

s/

By: _____

Lewis J. Brandolini, III
President

ATTEST:

CRISDAN, INC.

s/ _____

Secretary

s/

By: _____

Thomas L. Ledbetter
President

Ratified and Approved by the Executive Board of St. Davids Park Condominium Association this 4th day of September 1981.

s/ _____

s/ _____

s/ _____

s/ _____

s/ _____