

AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM  
OF  
THE WIREWORKS HISTORIC CONDOMINIUM



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ARTICLE 1  
SUBMISSION: DEFINED TERMS

Section 1.1 Declarant; Property; County; Name. Sovereign Realty 1982-VII, a Pennsylvania limited partnership, doing business as Wireworks Historic Associates (the "Declarant"), owner in fee simple of the real estate described in Exhibit "A" attached hereto (the "Real Estate") located in the City and County of Philadelphia, Pennsylvania, hereby submits the Real Estate, including all easements, rights and appurtenances thereunto belonging and the Building (as hereinafter defined) and improvements erected thereon (collectively, the "Property") to the provisions of the Pennsylvania Uniform Condominium Act, 68 P.A.C.S. 3101 et seq. (the "Act"), and hereby creates with respect to the Property a condominium, to be known as The Wireworks Historic Condominium (the "Condominium").

Section 1.2 Easements and Licenses. Included among the easements, rights and appurtenances referred to in Section 1.1 above are the recorded matters of record referred to in Exhibit "B."

Section 1.3 Defined Terms.

1.3.1 Capitalized terms not otherwise defined in this Declaration or in the Plats and Plans shall have the meanings specified or used in the Act.

1.3.2 The following terms are used or defined in general terms in the Act and shall have specific meanings set forth in this Declaration or as follows:

1.3.2.1 "Association" means "The Wireworks Historic Condominium Association," a Pennsylvania not for profit corporation.

1.3.2.2 "Board" means the Board of Directors of the Association.

1.3.2.3 "Building" means any buildings included in the Property.

1.3.2.4 "Condominium" means the Condominium described in Section 1.1 above.

1.3.2.5 "Declarant" means the Declarant described in Section 1.1 above, and all successors to any Special Declarant Rights under Section 3304 of the Act, but only for the purpose of exercising such Special Declarant Rights.

1.3.2.6 "Declaration" means this document, as the same may be amended from time to time, including Plats and Plans.

1.3.2.7 "Limited Expenses" means the Common Expenses described as Limited Expenses in Section 3314(c) of the Act as modified by Article 5 of this Declaration.

1.3.2.8 "Plats and Plans" means the Plats and Plans of "The Wireworks Historic Condominium," being recorded pursuant to the Act simultaneously with this document, as the same may be amended from time to time. The Plats and Plans constitute a part of this Declaration.

1.3.2.9 "Property" means the Property described in Section 1.1 above and shall include all Units, Common Elements, and Limited Common Elements.

1.3.2.10 "Rules and Regulations" means such rules and regulations as are promulgated by the Association from time to time with respect to various details of the use of all or any portion of the Property. The Rules and Regulations may either supplement or elaborate upon the provisions in this Declaration or the By-Laws, but to the extent that the Rules and Regulations are inconsistent with this Declaration or the By-Laws, this Declaration and the By-Laws shall govern.

1.3.2.11 "Unit" means a Unit as described in this Declaration and in the Plats and Plans.

1.3.2.12 "Unit Owner" means, as to any Unit, (a) a person to whom ownership of a Unit has been conveyed, if the Unit has been conveyed; (b) a purchaser of a Unit from the Declarant pursuant to an Installment Sale Contract, as long as such Installment Sale Contract remains in effect, commencing upon execution of a memorandum of the Installment Sale Contract for recording; or, (c) if the Unit has not been conveyed and is not subject to an Installment Sales Contract, the Declarant.

1.3.3 The following terms when used in this Declaration shall have the meanings set forth below:

1.3.3.1 "Agreement of Sale" means any written agreement between Declarant and a person other than the Declarant for the purchase and sale of a Unit, other than an Installment Sale Contract.

1.3.3.2 "By-Laws" means the document having that name and provided for by Section 3306 of the Act, as such document may be amended from time to time.

1.3.3.3 "Condominium Documents" means this Declaration, including the Plats and Plans, the By-Laws, and the Rules and Regulations.

1.3.3.4 "Declarant Control Period" means the time period commencing on the date of this Declaration and ending three (3) years after the date of the first conveyance of a Unit to a person other than the Declarant, except that in no event shall the Declarant Control Period continue more than four (4) months after the conveyance of 72 of the Units to persons other than the Declarant.

1.3.3.5 "Eligible Mortgage" means the following, provided that notice of the existence of such mortgage has been provided to the Association pursuant to Section 9.1.2: (i) any first mortgage to the Declarant, a bank, trust company, savings bank, savings and loan association, mortgage service company, insurance company, credit union, pension fund, real estate investment trust, credit corporation, or like institutional investor or lender, (ii) a purchase money mortgage to a Unit Owner from the person from whom such Unit Owner acquired the Unit, created when such Unit Owner received title to the Unit, and (iii) any other mortgage which is designated, in accordance with Rules and Regulations, by the Board as being an Eligible Mortgage. A holder of an Eligible Mortgage is referred to in this document as an "Eligible Mortgagee." The Mortgage of General Electric Capital Corporation, its successors and assigns, recorded in the Recorder of Deeds Office at Mortgage Book EFP 842, Page 333, as such mortgage has been and may be recorded, shall be an Eligible Mortgage, and the holder of such mortgage shall be an Eligible Mortgagee.

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

1.3.3.7 "Installment Sale Contract" means an agreement for the purchase and sale of a Unit, pursuant to which the purchaser is permitted to enter into

possession of the Unit and obligated to make monthly payments to Declarant (as seller), prior to conveyance of the Unit to the purchaser, on account of principal and interest for the Unit and for appurtenant Common Expenses for the Unit.

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

1.3.3.9 "Reserved Common Elements" means portions of the Common Elements which the Board may designate as such, from time to time, and as a result of which designation the free and unlimited use of such portions of the Common Elements shall be limited or restricted as the Board may determine, from time to time, pursuant to Section 4.3 hereof.

1.3.3.10 "Restricted Unit Area" means the space within a Unit below the upper boundary of the Unit and above any of the following that is in existence in the Unit on the date of this Declaration: (i) any dropped ceiling, and (ii) any soffit. The Restricted Unit Area may be changed pursuant to Rules and Regulations as provided for by Section 8.3.2.

1.3.3.11 "Utility Facilities" means gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), computer and communication equipment and facilities, security systems, electrical wires, fiberoptic and other cables, conduits and equipment and ducts and vents and any other similar equipment and facilities.

Section 1.4 Provisions of the Act. The provisions of the Act and those amendments thereto which by their terms would be applicable to this Condominium shall apply to and govern the operation of the Condominium, except to the extent that contrary provisions, not prohibited by the Act as so amended, are contained in this Declaration (including the Plats and Plans) or the By-Laws.

Section 1.5 Applicability of Condominium Documents. The acceptance of a deed or mortgage to any Unit, or the entering into a lease of any Unit or the entering into occupancy of any Unit, shall constitute an agreement that the provisions of the Act, the Condominium Documents, and the covenants, conditions and restrictions, if any, set forth in the deed to such Unit are accepted and ratified by such grantee, mortgagee or lessee insofar as applicable. All of such provisions shall be covenants running with the land and shall bind

any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

## ARTICLE 2 UNIT BOUNDARIES

Section 2.1 Unit Boundaries. The title lines or boundaries of each Unit are situated as shown on the Plats and Plans and are described in this Article. Each Unit shall also consist of all spaces, interior partitions and other fixtures and improvements within such title lines.

Section 2.2 Horizontal and Vertical Boundaries. Each Unit consists of the space within the following boundaries:

2.2.1 Upper Boundaries Generally. Except as otherwise set forth in Sections 2.2.3, 2.2.4, and 2.2.5 below:

2.2.1.1 The upper boundary of those Units located below the fifth story of the Building shall be the horizontal plane of the bottom surface of the tongue-and-groove floor above the Unit, extended to the intersection with the vertical boundaries.

2.2.1.2 The upper boundary of those Units located on the fifth story of the Building shall be the horizontal plane of the Unit-side surface of the ceiling, extended to the intersection with the vertical boundaries.

2.2.2 Lower Boundaries Generally. Except as otherwise set forth in Sections 2.2.3, 2.2.4, and 2.2.5 below:

2.2.2.1 The lower boundary of those Units located above the basement shall be the horizontal plane of the top surface of the tongue-and-groove floor of the Unit, extended to the intersection with the vertical boundaries.

2.2.2.2 The lower boundary of those Units located at basement level shall be the horizontal plane of the top surface of the subflooring below any carpet, tile, or other floor treatments in the Unit, extended to the intersection with the vertical boundaries.

2.2.3 Specific Upper and Lower Boundaries. With respect to Units numbered 311, 312, 315, 316, 511, 512, 513, and 514, all of which are bi-level Units:

2.2.3.1 The upper boundary of such Units shall be the horizontal plane of the Unit-side surface of the ceiling on the higher of the two floors in the Unit, extended to the intersection with the vertical boundaries.

2.2.3.2 The lower boundary of such Units shall be the horizontal plane of the top surface of the subflooring below any carpet, tile or other floor treatments on the lower of the two floors in the Unit, extended to the intersection with the vertical boundaries.

2.2.3.3 Such Units include the volume of space between the ceiling of the lower floor and the subflooring of the upper floor within the vertical boundaries of the Unit.

2.2.4 Specific Upper and Lower Boundaries. With respect to Units numbered 313 and 314, which are also bi-level Units, the upper and lower boundaries are as shown in Building Section at Units 313 and 314, Detail 2, Sheets A- 105, A- 107 and A- 109 in the Plats and Plans.

2.2.4.1 Such Units include the volume of space between the ceiling of the lower floor and the subflooring of the upper floor within the vertical boundaries of the Unit.

2.2.5 Specific Upper and Lower Boundaries. With respect to Units numbered C6, C7, C8, and C9, where Units C8 and C9 are located immediately above Units C6 and C7, the upper boundary of Units C6 and C7, and the lower boundary of Units C8 and C9 are as described in Sections 2.2.1 and 2.2.2 above, except as to the portions of such boundaries shown in Wall Section at Units C6, C7, C8, and C9, Detail 2, Sheets A-101 and A-103 in the Plats and Plans.

2.2.6 Vertical Boundaries. The vertical boundaries of each Unit shall be:

2.2.6.1 The vertical planes, extended to intersections with each other and with the upper and lower boundaries, of the Unit-side surface of the exterior walls which do not separate the Unit from any other Unit;



2.2.6.2 The Unit-side surface of any windows, window frames, window hardware;

2.2.6.3 The Unit-side surface of common walls which separate the Unit from any other Unit;

2.2.6.4 The Unit-side surface of any hall, elevator, or stairwell wall, where the Unit adjoins any hall, elevator, or stairwell; and

2.2.6.5 The Unit-side surface of any door, door frame, and door hardware of any door leading out of a Unit.

Section 2.3 Relocation of Unit Boundaries: Subdivision and Conversion of Units. Relocation of boundaries between Units and subdivision or conversion of Units will be permitted subject to compliance with the provisions therefor in 3214 and 3215 of the Act.

### ARTICLE 3 ALLOCATION OF PERCENTAGE INTERESTS; VOTES; AND COMMON EXPENSES

Section 3.1 Percentage Interests. Attached as Exhibit "C" hereto is a list of all Units by their identifying numbers and the Percentage Interest appurtenant to each Unit. The Percentage Interest shall determine the portion of the votes in the Association and the share of Common Expense Liability appurtenant to each Unit. The Percentage Interests have been rounded off so that their sum is 100%.

### ARTICLE 4 DESCRIPTION, ALLOCATION AND RESTRICTION OF COMMON ELEMENTS, LIMITED COMMON ELEMENTS, AND RESERVED COMMON ELEMENTS

Section 4.1 Limited Common Elements - Storage Areas. Portions of the Common Elements are shaded on the Plats and Plans as "Limited Common Element (Storage Cubicals)." These portions of the Common Elements are storage areas in the basement of the Building. Declarant reserves the right to make the initial assignment of these storage areas as Limited Common Elements for the exclusive use of certain Unit Owners to whose Units these storage areas shall become appurtenant. The Declarant may assign such Common Elements as Limited Common Elements pursuant to the provisions of Section 3209(c) of the Act by making such an assignment in a written instrument of assignment or in the deed to the Unit

to which such Limited Common Element storage area shall be appurtenant or by recording an appropriate amendment to this Declaration. Such assignments by the Declarant may be to Units owned by the Declarant.

Section 4.2 Common Elements and Limited Common Elements.

4.2.1 If any chute, chase, pipe flue, duct, wire, cable, line, 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 a part of the Common Elements. Specifically, fireproofing material surrounding structural or bearing columns is a Common Element. A junction box located within a Unit and serving more than one Unit is a Common Element.

4.2.2 Subject to the provisions of Section 4.2.1 above, all spaces, interior partitions, stairways, fixtures and other improvements within the boundaries of a Unit are a part of the Unit.

4.2.3 All doors, windows, heat pumps and other heating, ventilating, and air conditioning equipment, stoops, porches, patios, and facilities or other fixtures designed to serve a single Unit, but located outside or along the Unit's boundaries, are Limited Common Elements allocated solely to that Unit.

4.2.4 The tongue-and-groove floors of Units located above the basement level, including tongue-and-groove floors on the upper level of bi-level Units (i.e., Units located, in part, on more than one floor), are Common Elements.

4.2.5 The remote entry system is a Common Element.

4.2.6 Areas, improvements, equipment, facilities, and other items designated on the Plats and Plans as "Limited Common Elements" are Limited Common Elements.

Section 4.3 Designation of Reserved Common Elements. Reserved Common Elements are those parts of the Common Elements which the Board may designate from time to time for use by less than all of the Unit Owners or by non-owners of any Units for specified periods of time or by only those persons paying fees or satisfying other reasonable conditions for use as may be established by the Board.

Section 4.4 Limited Common Elements - Roof Sign.

4.4.1 Existing billboards on the roof, including the structure on the roof supporting existing billboards and utility services and connections, lines, wires, cables and other facilities (collectively, the "Billboards"), are marked on the Plats and Plans as Sign Limited Common Elements. These portions of the Common Elements, and replacements thereof, as the same may be modified from time to time, are Limited Common Elements, allocated to Unit 113.

4.4.2 The Declarant, or any successor Owner of the Unit to which Sign Limited Common Elements are appurtenant, may:

4.4.2.1 from time to time, pursuant to Section 3209 of the Act, allocate Sign Limited Common Elements to any Unit.

4.4.2.2 from time to time lease or grant a license to use all or a portion of the Sign Limited Common Elements to a third party.

4.4.2.3 at any time designate the Sign Limited Common Elements as a Common Element, and not a Limited Common Element, by an amendment to this Declaration executed by the Declarant, or by any successor Owner of the Unit to which Sign Limited Common Elements are appurtenant, and by the Association.

ARTICLE 5  
MAINTENANCE

Section 5.1 Maintenance Responsibilities.

5.1.1 Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary descriptions, the Units and Common Elements shall be maintained and repaired by each Unit Owner and the Common Elements shall be maintained, repaired and replaced by the Association in accordance with the provisions of 3307 of the Act, except as expressly set forth to the contrary in this Declaration, including Exhibit "D." Except as set forth in Section 5.2, all Common Expenses associated with the maintenance, repair and replacement of Limited Common Elements shall be assessed as Limited Expenses against the Units to which such Limited Common Elements are appurtenant in the same proportions as the respective Percentage Interests of all such Units. Except with respect to the Billboards or as set forth in Section 5.2,

structural repairs and replacements of such Limited Common Elements shall be the responsibility of the Association, and the costs of such structural repairs and replacements shall be charged as General Common Expenses. The Association shall not be obligated to maintain repair, or replace the Billboards unless the Billboards have been designated as Common Elements, and not Limited Common Elements. Prior to such designation, the Billboards shall be maintained by the Unit to which the Billboards are appurtenant, and the Unit Owner of such Unit shall pay taxes and license fees applicable to the Billboard.

5.1.2 The Association may elect, from time to time, to maintain, repair, and replace heat pumps and other heating, ventilating and air conditioning equipment and facilities, hot water heaters, or other fixtures designed to serve, and located within, a single Unit, together with any duct work, wiring, pipes, conduits, and other ancillary equipment, connections, and facilities serving such equipment, facilities, or fixtures. If the Association so elects, the cost of such maintenance, repair, and replacement shall be assessed in the same manner as a Limited Expense. However, if an Owner alters, repairs, or replaces any such equipment, facilities, and fixtures, the Association may either impose costs on that Owner for on-going maintenance, repair and replacement of such equipment, facilities, and fixtures or may elect not to maintain, repair, or replace some or all of such equipment, facilities and fixtures. In the latter event, the Association shall reduce the cost assessed to that Owner by the uniform amount charged to the other Owners for the work that the Association elects not to perform for that Owner.

5.1.2.1 If the Association elects to maintain, repair, and replace such equipment, facilities, and fixtures, the Association shall have the right, as necessary, to enter Units to perform such function, and to provide, on an ad hoc or prospective basis, for a Unit Owner to perform any such work with respect to his/her own Unit.

Section 5.2 Cost and Maintenance. Each Unit shall be maintained at the cost and expense of the Unit Owner. Maintenance costs of Common Elements shall be borne as set forth in this Declaration, including Exhibit "D." In addition to the Unit Owner's cost and expense obligations as provided in Section 5.1 and Exhibit "D," an Owner shall be responsible for the cost of maintenance, repair, and replacement of any Common Element abused or misused by such Owner, including Limited Common Elements.

ARTICLE 6  
EASEMENTS

Section 6.1 Additional Easements. In addition to, and in order to supplement the easements and rights provided for by Sections 3216, 3217, and 3218 of the Act, the following easements are hereby created:

6.1.1 Declarant's Use for Sales Purposes. Declarant shall have the right to maintain models, sales offices, management offices, and advertising signs, or any of them, on any portion of the Common Elements as Declarant deems appropriate, or in Units owned or leased by Declarant. Such models, offices, and advertising signs shall be operated in such manner, and be of such size and in such locations as Declarant deems appropriate. Declarant may from time to time relocate models, management offices, sales offices, and advertising signs to different locations within the Common Elements or Units. Upon the relocation of a model, management office, sales office, or advertising signs from a Common Element, Declarant may remove all personal property and fixtures therefrom. Any fixtures not so removed shall be deemed Common Elements, and any personal property not so removed shall be deemed the property of the Association.

6.1.2 Utility and Other Easements.

6.1.2.1 The Common Elements shall be, and are hereby, made subject to the right of the Board to grant easements in favor of the Association, appropriate utility and service companies and governmental agencies or authorities for such Utility Facilities as may be necessary or desirable to serve any portion of the Property. The Units shall be, and are hereby, made subject to easements in favor of the Association, appropriate utility and service companies and governmental agencies or authorities for such Utility Facilities as may be necessary or desirable, as determined by the Board, to serve any portion of the Property. The easements provided for by this Section 6.1.2.1 shall include, without limitation, rights of the Association, any providing utility, any service company, and any governmental agency or authority and any of them to install, lay, maintain, repair, relocate and replace Utility Facilities over, under, through, along and on the Units and Common Elements.

6.1.2.2 Notwithstanding the foregoing provisions of this Section 6.1.2, unless approved in writing by the Unit Owner affected thereby, any easement provided for by Section 6.1.2 through a Unit not located in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant

to a grantee other than the Declarant shall be located so as not to interfere materially with the use or occupancy of the Unit by its occupants.

6.1.2.3 Without the prior written approval of the Association, no interior walls of a Unit may be repaired, removed, relocated or replaced by or on behalf of the Owner of such Unit if such action would disturb any of the Utility Facilities which do not exclusively serve such Unit.

### 6.1.3 Declarant's Easements.

6.1.3.1 Declarant reserves the following easements until all Units have been conveyed to persons other than the Declarant, and Declarant shall have satisfied all of its obligations under any Condominium Document and all commitments in favor of any Unit Owner and the Association:

6.1.3.1.1 An easement to use portions of the Common Elements and any Units owned by Declarant for construction related purposes including the storage of tools, machinery, equipment, building materials, appliances, supplies and fixtures, and the performance of work respecting the Property.

6.1.3.1.2 An easement over, under, through, along and on Units and Common Elements for any access necessary to complete any construction obligations of Declarant, or to satisfy any warranty obligations of Declarant.

6.1.3.1.3 An easement as necessary or desirable, in Declarant's reasonable opinion, to serve any portion of the Property, including the right to install, lay, maintain, repair, relocated, and replace any Utility Facilities over, under, through, along and on the Units and Common Elements.

6.1.3.2 For so long as the Billboards remain Limited Common Elements, Declarant or any successor owner of the Unit to which Sign Limited Common Elements are appurtenant, shall have the right to maintain, repair, and replace the Billboards, whether such replacement be for a larger or smaller billboard, and add to and delete from the Billboards and the structure and other facilities supporting the Billboards. Declarant reserves the right to use portions of the Common Elements and any Units owned by Declarant for the purpose of such maintenance, repair, and replacement, as well as normal changing of the billboard faces and other uses incidental to the operation of the Billboards in the ordinary course, and for access for such purposes, but only for so long as the Billboards remain Limited

Common Elements. Such additions and replacements, and the Billboards generally, need not be located precisely in the same location as they are now, but the physical structure, other than utility facilities and connections such as guy wires, shall be located within the area delineated on the Plats and Plans as the "Billboard Boundary."

6.1.4 Easement for Ingress and Egress Through Common Elements. Access to Units and Support.

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

6.1.4.2 Each Unit and the Common Elements shall be subject to an easement for structural support in favor of each other Unit and the Common Elements.

6.1.5 Common Elements Easement in Favor of the Association. The Common Elements shall be and are hereby made subject to an easement in favor of the Association for the purpose of the inspection, upkeep, maintenance, repair and replacement of the Common Elements.

6.1.6 Common Elements Easement in Favor of Unit Owners. Subject to the Rules and Regulations, the Common Elements shall be and are hereby made subject to the following easements? in favor of the Units benefitted:

6.1.6.1 For the installation, repair, maintenance, use, removal and replacement of Utility Facilities serving a Unit.

6.1.6.2 For the installation, repair, maintenance, use, removal and replacement of lighting fixtures, electrical receptacles, panel boards and other electrical installations which are a part of or serve any Unit but which encroach into a part of a Common Element adjacent to such Unit; provided that the installation, repair, maintenance, use, removal or replacement of any such item does not unreasonably interfere with the common use of any part of the Common Elements, adversely affect either the thermal or acoustical character of the Building or impair or structurally weaken the Building, or impair the fire rating of any wall, floor, or ceiling.

6.1.6.3 For driving and removing nails, screws, bolts and other attachment devices into the Unit-side surface of walls, ceilings and floors bounding the Unit to the extent such nails, screws, bolts and other attachment devices may encroach into a part of a Common Element adjacent to such Unit; provided that any such action will not unreasonably interfere with the common use of any part of the Common Elements, adversely affect either the thermal or acoustical character of the Building or impair or structurally weaken the Building, or impair the fire rating of any wall, floor, or ceiling.

6.1.6.4 For the maintenance of the encroachment of any lighting devices, outlets, medicine cabinets, exhaust fans, ventilation ducts, registers, grilles and similar fixtures which serve only one Unit but which encroach into any part of any Common Elements:

6.1.6.4.1 On the date this Declaration is recorded,

6.1.6.4.2 After the date this Declaration is recorded if such fixtures are thereafter installed by Declarant during the Declarant Control Period; or

6.1.6.4.3 After the date this Declaration is recorded if such fixtures are thereafter installed with the approval of the Board.

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

6.1.7.1 For inspection of the Units and Limited Common Elements in order to verify the performance by Unit Owners of all items of maintenance and repair for which they are responsible;

6.1.7.2 For inspection, maintenance, repair and replacement of the Common Elements or the Limited Common Elements situated in or accessible from such Units or Limited Common Elements, or both;

6.1.7.3 For inspection, maintenance, repair, and replacement of equipment, facilities, and fixtures pursuant to Section 5.1.2 above; and



6.1.7.4 For correction of emergency conditions in one or more Units or Limited Common Elements, or both, or casualties to the Common Elements, the Limited Common Elements, the Units and any of them.

Section 6.2 Rights of the Association. In addition to any other rights which the Association may possess pursuant to any Condominium Document and the Act, as any of the foregoing may be amended from time to time hereafter, the Association shall have the right, with respect to any part of the Condominium, to grant permits, licenses and easements for utilities and other purposes reasonably necessary or useful for the maintenance or operation or use of the Condominium or any part thereof.

## ARTICLE 7 AMENDMENT OF DECLARATION

### Section 7.1 Amendment Generally.

7.1.1 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, including Sections 9.3 and 9.4 as to amendments requiring the consent of Eligible Mortgagees in certain cases.

7.1.2 No amendment shall be made to this Declaration during the Declarant Control Period without the written joinder of the Declarant. No amendment may modify the rights of the Declarant under this Declaration without the written joinder of the Declarant.

7.1.3 Subject to Section 7.1.2 above, if any amendment is necessary in the judgment of the Board to undertake the acts set forth in Section 7.1.3.1 or 7.1.3.2, then at any time and from time to time, upon receipt by the Board of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this Section 7.1.3, the 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 Property. Each amendment of the type described in this Section 7.1.3 shall be effective upon the recording of an appropriate instrument setting forth the amendment and its due adoption, which instrument has been executed and acknowledged by one or more officers of the Board. The acts contemplated by this Section 7.1.3 are:

7.1.3.1 To cure any ambiguity or to correct or supplement any provisions of this Declaration that are defective, missing or inconsistent with any other provisions thereof; or

7.1.3.2 To comply with the rules, requirements or guidelines, as amended from time to time, of the Federal National Mortgage Association or any other governmental or quasi-governmental body or any institution holding or insuring a mortgage on a Unit.

7.1.4 Amendments changing boundaries of any Unit, the Percentage Interest, Common Expense Liability or votes in the Association allocated to a Unit, pursuant to Sections 2.3 or 4.1, shall not require unanimous consent of Unit Owners.

#### Section 7.2 Reserved Powers.

7.2.1 So long as Declarant is a Unit Owner, no "Declarant Related Amendment" (as such term is defined in Section 7.2.2 below) shall be made to this Declaration or to any other Condominium Document, nor shall any Condominium Document be executed, adopted or promulgated by the Association or the Board unless such Declarant Related Amendment shall be specifically approved in writing by Declarant.

7.2.2 For purposes of Section 7.2.1, an amendment of a Condominium Document which does any of the following shall be considered to be a "Declarant Related Amendment":

7.2.2.1 Discriminates or tends to discriminate against Declarant, as a Unit Owner or otherwise, or alters the Declarant's rights or status.

7.2.2.2 Directly or indirectly by its provisions or in practical application relates to or treats Declarant in a manner different from the manner in which it relates to other Unit Owners.

7.2.2.3 Alters the right of Declarant to appoint and replace members of the Board.

7.2.2.4 Alters any previously recorded or written agreement with any public or quasi-public agencies, utility companies, political subdivisions, public authorities

or other similar agencies or bodies, respecting zoning suspension, tax reduction or abatement, transfer taxes, streets, easements or facilities.

7.2.2.5 Alters the provisions of any protective covenants, limitations, restrictions or easements contained in this Declaration for the benefit of mortgagees.

## ARTICLE 8 USE RESTRICTIONS

Section 8.1 Residential Use. Except for such time as Declarant uses Units for models, sales offices, or management offices, pursuant to Section 6.1.1, Units are restricted to residential use, which may, pursuant to Rules and Regulations that may be adopted, include ancillary home uses such as home offices.

Section 8.2 Rules and Regulations. The occupancy and use of the Units and Common Elements shall be subject to Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property, which may be promulgated from time to time by the Board, subject to the right of the Association to change such Rules and Regulations. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners by the Board promptly after the adoption of such Rules and Regulations or any amendments thereto.

### Section 8.3 Restricted Unit Area.

8.3.1 The dropped ceiling, and soffets, if any, defining the lower boundary of Restricted Unit Areas shall not be relocated up or down, nor removed, replaced, or altered by any Unit Owner unless such Unit Owner obtains the prior written consent of the Association, which consent may be withheld for good reason including, but not limited to, a reasonably anticipated adverse effect on the operation of Limited Common Elements in the Restricted Unit Area; the ability of the Association to maintain the Limited Common Elements in the Restricted Unit Area; or safety considerations.

8.3.2 The Association may establish Rules and Regulations governing and limiting the use of the Restricted Unit Area. Subject to such Rules and Regulations and the Association's right to enter the Restricted Unit Area if the Association so elects pursuant to Section 5.1.2, Unit Owner may use the Restricted Unit Area for storage, installation of wiring or cables, for example, for televisions, telephone, computers, intercoms, or music

systems, installation of high-hat lighting fixtures, air conditioning, heating, or ventilating equipment, and for similar purposes.

## ARTICLE 9 MORTGAGES

Section 9.1 Mortgages. Whether or not they expressly so state, all mortgages encumbering Units, the obligations secured thereby, and the rights and obligations of the parties thereto, shall be subject to the terms and conditions of the Act and this Declaration and shall be deemed to provide specifically, but without limitation, that the mortgagee shall have no right (a) to participate in the adjustment of losses with insurers or in the decision as to whether or not or how to repair or restore damage to or destruction of the Property, (b) to receive or apply the proceeds of insurance to the reduction of the mortgage debt or otherwise, except in the event and to the extent either of a distribution of such proceeds to Unit Owners pursuant to Section 3312(g) of the Act or of insurance proceeds in excess of the cost of repair or restoration being received by the Unit Owner whose Unit is encumbered by such a mortgage, or (c) to accelerate the mortgage debt or to have any other remedies by virtue of waste or alleged waste or other conditions occurring anywhere on the Property other than within the affected Unit, and the obligation secured shall be prepayable, without penalty, upon the happening of any termination of the Condominium or determination not to restore or replace the affected Unit.

9.1.1 Nothing contained in this Section 9.1 or elsewhere in this Declaration shall give a Unit Owner, or any other party, priority over any rights of any mortgagee of a Unit pursuant to its mortgage in case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for loss to or a taking of the Unit or Common Elements or any portion thereof.

9.1.2 Unit Owners shall notify the Board, prior to delivery of any mortgage encumbering a Unit or any obligation to be secured thereby, of the name and address of the proposed mortgagee and of the amount of the debt proposed to be so secured. When such a mortgage is delivered to the mortgagee, the Unit Owner shall simultaneously provide executed or conformed copies to the Board. Upon receipt of such copy of an Eligible Mortgage, the Secretary of the Board shall instruct the insurer of the Property to add the name of the Eligible Mortgagee to the mortgagee loss payable provision of the hazard insurance policy covering the Property and to provide such Eligible Mortgagee with a Certificate of Insurance showing that the Eligible Mortgagee's name has been so added.

9.1.3 The Secretary shall maintain a register of Eligible Mortgages, showing the names and addresses of the Eligible Mortgagees, the amount secured by each, and whether each is a first mortgage. When a copy of a mortgage other than a mortgage described in Section 1.3.3.4(i) or (ii) is delivered to the Association, the Association shall promptly notify the Unit Owner whether such mortgage has been approved by the Association as an Eligible Mortgage.

## Section 9.2 Rights of Eligible Mortgagees.

9.2.1 Upon specific written request to the Association by a holder, insurer, or guarantor of an Eligible Mortgage on a Unit, the holder, insurer, or guarantor shall be entitled to receive the following as designated in the request. Neither the Association nor any officer, director, employee, nor any other person acting on behalf of the Association, shall be liable to such Eligible Mortgagees for failure to supply such requested information or material:

9.2.1.1 Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Association to the Owner of the Unit covered by the mortgage;

9.2.1.2 Any financial statements of the Association which are prepared for the Board and distributed to the Unit Owners and an audited statement for the preceding fiscal year;

9.2.1.3 Notice of any sixty (60) day delinquency in the payment of assessments or charges owed by a Unit Owner of the Unit, which is subject to the Eligible Mortgage;

9.2.1.4 Notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

9.2.1.5 Notice of any condemnation or casualty loss that affects either a material part of the Condominium or the Unit securing the Eligible Mortgage;

9.2.1.6 Notice of any proposed action which would require the consent of such mortgage holder as set forth in Section 9.3 or 9.4 below;

9.2.1.7 Such other financial data of the Condominium as such Eligible Mortgagee shall reasonably request.

9.2.2 The request of an Eligible Mortgagee or its servicer shall state the name and address of the Eligible Mortgagee, the Unit number of address of the Unit on which it has the Eligible Mortgage, and 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 Association. The Association need not inquire into the validity of any request made hereunder by an Eligible Mortgagee. The Association may refuse to honor any request where, after reasonable inquiry, it shall determine that the person making such request is not entitled to the material so requested.

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

9.2.4 Any Eligible Mortgagee shall have the right, exercisable upon written request to the Association, to examine the books and records of the Association at any reasonable time.

Section 9.3 Approval of Mortgagees. Subject to the limitations imposed by Section 3221 of the Act, the prior written approval of the holders of Eligible Mortgages encumbering Units representing at least fifty-one percent (51%) of the voting interests in the Condominium of those Units subject to Eligible Mortgages shall be required for any of the following. Approval shall be deemed to have been given if an Eligible Mortgagee fails to submit a response to any written proposal for an amendment within thirty (30) days after the Eligible Mortgagee receives notice of the proposed amendment, provided that the notice was delivered by certified or registered mail, return receipt requested. For the purposes of this Section 9.3, only Eligible Mortgagees who are holders of first mortgages need approve any of the following:

9.3.1 The termination or abandonment of the condominium status of the Property, except for termination or abandonment as a result of condemnation or substantial destruction to the Units or Common Elements. Notwithstanding any provision of this Section 9.3 to the contrary, a termination or abandonment except as a result of condemnation or substantial destruction to the Units or Common Elements shall require the written consent of Eligible Mortgagees representing at least sixty-seven percent (67%) of the voting interest of those Units subject to Eligible Mortgages;

9.3.2 The abandoning, encumbering, selling or transferring of the Common Elements (the granting of easements for public utilities or for other public purposes consistent with the intended uses of the Common Elements shall not be deemed a transfer within the meaning of this subsection);

9.3.3 The use of hazard insurance proceeds for losses to any Condominium property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such Condominium property;

9.3.4 The making of an amendment of a material nature to the Declaration. A change of the provisions of the Declaration directly relating to any of the following shall for this purpose be considered material:

9.3.4.1 Voting rights;

9.3.4.2 Assessments, assessment liens or the priority of assessment liens;

9.3.4.3 Reserves for maintenance, repair and replacement of Common Elements;

9.3.4.4 Responsibility for maintenance and repairs;

9.3.4.5 Reallocation of interests in the General or Limited Common Elements, or rights to their use;

9.3.4.6 Redefinition of any Unit boundaries;

9.3.4.7 Convertibility of Units into Common Elements or of Common Elements into Units;

9.3.4.8 Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;

9.3.4.9 Insurance or fidelity bond;

9.3.4.10 Leasing of Units;

9.3.4.11 Imposition of any restrictions on the rights of the Owner of a Unit to sell or transfer a Unit;

9.3.4.12 Notice of any decision by the Board to terminate professional management and assume self-management of the Property;

9.3.4.13 Actions to terminate the legal status of the project after substantial destruction or condemnation occurs;

9.3.4.14 Provisions that expressly benefit holders, insurers, or guarantors of Eligible Mortgages,

9.3.4.15 Restoration or repair of the Building (after a hazard damage or partial condemnation) in a manner other than that specified in the Condominium Documents.

Section 9.4 Approval of Unit Mortgagee. Subject to the limitations imposed by Section 3221 of the Act, the prior written approval of the holder of an Eligible Mortgage encumbering a Unit shall be required for any of the following:

9.4.1 A change in the Percentage Interest of the Unit securing the Eligible Mortgage;

9.4.2 The partition or subdivision of the Unit securing the Eligible Mortgage, or the Common Elements.

Section 9.5 Execution of Mortgagee Protective Agreement. The Association may execute and cause to be recorded from time to time written agreements in favor of holders or insurers of mortgages secured upon portions of the Condominium conditioning specified actions of the Association upon specified mortgagee approval, permitting such mortgagees or insurers to take certain actions upon the failure of the Association to take specified action, or conforming the Condominium Documents to the requirements of such mortgagees or insurers, provided that any such agreements do not contravene the requirements of the Condominium Documents or any applicable law.



ARTICLE 10  
LEASE RESTRICTIONS

Section 10.1 Lease of Unit. After a Unit has been conveyed to a person other than the Declarant, or for so long as the Unit is subject to an Installment Sale Contract, a lease of such Unit shall be subject to the following provisions:

10.1.1 Such Unit may not be leased or subleased for an initial term of less than six (6) months;

10.1.2 Such Unit may not be leased or subleased without a written lease or sublease, and each such lease or sublease shall incorporate such terms and conditions as the Board may specify from time to time by Rules and Regulations;

10.1.3 A copy of each lease or sublease shall be furnished to the Association within ten (10) days after execution thereof;

10.1.4 The rights of any lessee or sublessee of such Unit shall be subject to, and each such lessee or sublessee shall be bound by, the covenants, conditions and restrictions set forth in the Condominium Documents and a default under such provisions of the Condominium Documents shall constitute a default under the lease or sublease; provided, however, that the foregoing shall not impose any direct liability on any lessee or sublessee of such Unit to pay any Common Expense or Limited Expense on behalf of the Owner of such Unit; and

10.1.5 All, but not less than all, of such Unit may be leased.

Section 10.2 Association Enforcement Rights. The Association shall have the right to enforce the provisions of any lease or sublease of a Unit directly against the tenant or sub-tenant if such tenant or subtenant defaults under any covenant, condition restriction, or other provision of any Condominium Document, provided, however, that the Association has first given written notice of such default to the Unit Owner, and such default has not been cured within the period specified in such notice.

ARTICLE 11  
BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT

Section 11.1 Monthly Payments.

11.1.1 All Common Expense assessments imposed to fund 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 by Unit Owners in arrears on the last day of each month. Special assessments shall be due and payable either in one installment or in equal monthly installments, in advance, on the first day of each month, during such period of time as established by the Association.

11.1.2 The Board may by Rules and Regulations provide that in the event an Owner of a Unit is delinquent in the payment of Common Expense assessments, special assessments, or any monthly installment thereof, for a specific period (but not less than thirty (30) days), that the delinquent Owner shall be obligated to pay in one installment the unpaid portion of the assessment or monthly installment for such Unit for such year and, if and to the extent Rules and Regulations so provide, for the next year.

Section 11.2 Surplus. The budget of the Association shall segregate Limited Expenses from General Common 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 Interests, 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.

Section 11.3 Reserves.

11.3.1 The Association shall establish such reserves from time to time as the Board deems proper for maintenance, repair, and replacement of Common Elements. Any such reserves shall be funded as part of the annual budget, but may, as the need arises, also be funded out of special assessments.

11.3.2 Upon an initial sale of each Unit, the Association shall collect from such purchaser, in addition to regular assessments, an amount equal to two (2) months' estimated Common Expense assessment for the Unit (as established in the initial budget of the Association), which monies shall be deposited into a segregated working capital fund account under the control of the Association. No Unit Owner is entitled to a refund of such payment by the Association upon the resale, conveyance of the Unit, or otherwise. Not later than the date of the election provided for by Section 12.2.3, Declarant shall pay to the Association the amount of the contribution to the working capital fund described in the first sentence of this Section 11.3.2 for all Units not then sold. Prior to the election provided for by Section 12.2.3, Declarant shall not use any of the monies deposited in the working capital fund to defray Declarant's expenses, reserve contributions, or construction costs, or to make up any budget deficits of Declarant. Upon the initial sale or conveyance of Units for which Declarant pays the working capital fund contribution, Declarant shall be entitled to recover from the purchaser the amount theretofore contributed by Declarant to the working capital fund for such Unit. The term "sale" and "sold" in this Section shall be deemed to mean either a conveyance of a Unit to a person other than a Declarant or execution by Declarant and recording of a memorandum of an Installment Sale Contract for the Unit with a purchaser other than a Declarant.

Section 11.4 Allocation of Expenses. All expenses incurred (on an accrual basis) in connection with the Property shall be borne by the Declarant until the date on which the Declaration is filed. After such date, all expenses incurred in connection with the Common Elements and the operation of the Association shall be borne by the Association through collection of Common Expense assessments from all Unit Owners.

Section 11.5 Personal Obligation. Each assessment, together with interest thereon, fines, late charges and costs of collection thereof (including attorneys' fees), shall be the personal obligation of the Unit Owner of the Unit charged at the time when the assessment first became due. Such personal obligation for payment of assessments, interest, fines, charges, and costs shall not pass to any successor in title to the Unit charged unless otherwise agreed

to by such successor in title, although a lien for assessments, interest, fines, charges, and costs shall continue against the Unit until divested pursuant to the Act.

**ARTICLE 12  
BOARD OF DIRECTORS  
OF THE ASSOCIATION**

Section 12.1 Powers of Board. The Board of the Association shall possess all of the duties and powers granted to the Board by the Act.

Section 12.2 Composition of Board. The Board shall consist of at least three (3), and not more than six (6), members who shall be elected at annual meetings of Association members, except that until the expiration of the Declarant Control Period, certain members of the Board, as more particularly set forth in this Section 12.2.2, shall be appointed by Declarant. Until the election contemplated by Section 12.2.2, below, there shall be three (3) members. Thereafter, until the election contemplated by Section 12.2.3 below, there shall be five (5) members. Thereafter, the Board shall consist of six (6) members, until the expiration of the Declarant Control Period. Thereafter, the Board shall consist of five (5) members. Each Board member shall hold office pursuant to the provisions relating thereto in the By-Laws.

12.2.1 Until the expiration of the Declarant Control Period, Declarant shall have the right to appoint and remove any and all officers and members of the Board.

12.2.2 Subject to Section 12.2.6, below, and pursuant to Section 3303(d) of the Act, Declarant voluntarily surrenders a portion of the right reserved in Section 12.2.1 so that (i) not later than sixty (60) days after sale of twenty-four (24) Units to Owners other than Declarant, two members of the Board shall be elected by Unit Owners other than Declarant, and (ii) Declarant may not unilaterally remove any members of the Board elected by Unit Owners other than Declarant. The determination of whether there has been a sale of 24 Units shall be made as provided in Section 12.2.5.

12.2.3 Subject to Section 12.2.6, below, and pursuant to Section 3303(c) of the Act, Declarant voluntarily surrenders an additional portion of the right reserved pursuant to Section 12.2.1 so that not later than the earlier of (i) the expiration of the Declarant Control Period, or (ii) four (4) months after sale of seventy-two (72) Units to Owners other than Declarant, all members of the Board shall resign, and the Unit Owners (including Declarant to the extent of Units owned by Declarant but not subject to an Installment Sale Contract) shall elect five (5) members of the Board and Declarant shall

appoint one (1) member of the Board. At least three (3) of such members of the Board shall be Unit Owners. The determination of whether there has been a sale of seventy-two (72) Units shall be made as provided in Section 12.2.5.

12.2.4 Not later than the expiration of the Declarant Control Period, the Board member appointed by Declarant pursuant to Section 12.2.3 shall resign or be removed by Declarant. The Board as constituted immediately after such resignation or removal shall be deemed to be the Board required by Section 3303(e) of the Act.

12.2.5 For the purpose of the determination of whether there has been a "sale" of twenty-four (24) Units or seventy-two (72) Units, as contemplated in Sections 12.2.2 and 12.2.3 above, respectively, a "sale" shall be deemed to be either conveyance of a Unit conveyed to a person other than a Declarant or execution by Declarant and recording of a memorandum of an Installment Sale Contract with a purchaser other than a Declarant. However, if an Installment Sale Contract shall be terminated prior to the earlier of conveyance of the Unit subject to the Installment Sale Contract for the Unit or the giving of notice of the meeting for the election of the Board members contemplated by Sections 12.2.2 or 12.2.3, respectively, such Installment Sale Contract shall not be counted and if, as a result of not counting such Installment Sale Contract, fewer than twenty-four (24) or seventy-two (72) Units, respectively, are deemed "sold," the condition precedent to Declarant's surrender of rights contemplated by Sections 12.2.2 and 12.2.3, respectively, shall not be deemed to have been satisfied.

12.2.6 The surrender pursuant to Sections 12.2.2 and 12.2.3 of portions of the rights reserved in Section 12.2.1 is conditioned upon and further limited so that, until the expiration of the Declarant Control Period, none of the following shall occur unless specifically approved by Declarant, in writing:

12.2.6.1 Any increase or decrease of more than ten (10%) percent from one (1) fiscal year to the next in the total amount of the budget, special assessments, reserves, or capital expenditures shall be passed or implemented, and any change in management company for the Condominium. If the Board attempts to effectuate a budget, special assessment, reserve, or capital expenditure that is increased or decreased in excess of 10%, or if the Board attempts to effectuate a change of management company, and any such increase or decrease or change is not so approved by Declarant, the budget, special assessment, reserve, or capital expenditure level of the preceding year shall continue in effect, or the management company shall not be changed.

12.2.6.2 Any adjustment of losses with insurers, and any decision as to whether or not or how to repair or restore damage to or destruction of the Property, including any determination pursuant to Section 3312(g)(1)(iii) of the Act.

12.2.6.3 Any act enumerated in Sections 9.3.1 through 9.3.4, inclusive.

12.2.6.4 Any change to any agreement entered into pursuant to Section 9.5.

### ARTICLE 13 LIMITATION OF LIABILITY

Section 13.1 Limited Liability of the Board. The Board, and its members in their capacity as members, and the officers and employees of the Association shall have no liability whatsoever to a Unit Owner or any other person due to any act or omission except for their own willful misconduct or gross negligence. Without limiting the generality of the foregoing, the Board, and its members in their capacity as members, and the officers and employees of the Association:

13.1.1 Shall not be liable for the failure of any service to be obtained by the 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 Board;

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

13.1.3 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 Board or the Association in the performance of the Board members' duties;

13.1.4 Shall not be liable to a Unit Owner, or such Unit Owner's tenants, employees, agents, invitees or guests, for loss or damage caused by theft of or damage to personal property, including automobiles or other vehicles, left by such Unit Owner or his tenants, employees, agents, invitees or guests in a Unit, or in or on the Common Elements or Limited Common Elements, except for the Board members' own willful misconduct or gross negligence;

13.1.5 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 individual Board members' own willful misconduct or gross negligence in the performance of such individual's duties;

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

13.1.7 Shall have no personal liability arising out of criminal acts on or at the Condominium, except for the Board member's own acts.

Section 13.2 Indemnification. Each member and officer of the Board, in his capacity as a Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, judgments, fines and liabilities reasonably incurred by or imposed upon such person in connection with any action, suit or proceeding in which such person may become involved by reason of being or having been a member and/or officer of the Board, or any settlement of any such proceeding, whether or not such person is a board member, officer or both at the time such expenses are incurred, if such person acted in good faith and in a manner such person reasonably believed to be in, or not opposed to the best interest of the Association. No indemnification shall be made in respect of any claim, issue or matter wherein such Board member and/or officer is adjudged guilty of willful misconduct, gross negligence or has breached such person's fiduciary duty to the Association in the performance of such person's duties; provided that, in the event of a settlement, this indemnification shall apply only if and when the Board (with the affected member abstaining if such person is then a 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 Board member and/or officer had no reasonable cause to believe such person's conduct was unlawful. The indemnification set forth in this Section 13.2 shall be paid by the Association whether or not

the Association is insured for such indemnification and shall constitute a Common Expense and shall be assessed and collectible as such. Such right or indemnification shall not be deemed exclusive of any other rights to which such 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 13.3 Defense of Claims. Legal actions brought against the Association, the Board or the officers, employees or agents thereof in their respective capacities as such, or the Condominium as a whole, or substantially all the Unit Owners, shall be directed to the Board of the Association, which shall promptly give written notice thereof to the Unit Owners and the holders of any Eligible Mortgages on Units affected by such legal action and such legal actions 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, unless the Unit Owner or holder pays for such defense, in which event the Board may, but need not, allow participation in the defense. If such participation is permitted, the Association may, but need not, terminate its own participation in the defense.

Section 13.4 Directors' and Officers' Insurance. The Board shall obtain insurance to satisfy the indemnification obligation of the Association and all Unit Owners set forth in Section 13.2 above, if and to the extent available.

#### ARTICLE 14 EMINENT DOMAIN

Section 14.1 Eminent Domain. Whenever all or part of the Common Elements shall be taken, injured or destroyed by eminent domain, the Association shall represent the Unit Owners in negotiations, settlements and agreements with the condemning authority. Each Unit Owner appoints the Association as attorney-in-fact for this purpose. Each Unit Owner shall be entitled to notice thereof, but in any proceedings for the determination of damages, such damages shall be determined for such taking, injury or destruction as a whole and not for each Unit Owner's interest therein. The award or proceeds of settlement shall be payable to the Association for the use and benefit of the Unit Owners and their mortgagees as their interests may appear, and the award or proceeds shall be distributed in a reasonable and equitable basis, if there is any distribution other than for repair of the Building and Common Elements.



## ARTICLE 15 INSURANCE

Section 15.1 Coverage, Generally. To the extent reasonably available, the Association shall obtain and maintain insurance coverage as set forth in this Article 15. If the Association determines that any insurance described in this Article 15 is not reasonably available, the Association shall cause notice of that fact to be hand delivered or sent pre-paid by United States mail to all Unit Owners and Eligible Mortgagees at their respective last known addresses.

### Section 15.2 Hazard Insurance.

15.2.1 Hazard insurance coverage shall protect against at least fire and all other hazards that are normally covered by a fire insurance policy including the standard extended coverage endorsement, also known as "Causes of Loss-Basic Form" and all other perils customarily covered for similar types of projects, including those covered by the standard "all-risk" endorsement, also known as "Causes of Risk - Special Form." Coverage must include the Units and Common Elements, including Limited Common Elements, fixtures, building service equipment, property and supplies belonging to the Association. Coverage shall also include fixtures, equipment and other property inside Units as is normally insured under insurance coverage for similar buildings, exclusive of other improvements and betterments installed in Units by Unit Owners and of personal property of Unit Owners. Coverage need not include land, foundations, excavations, or other items that are usually excluded from insurance coverage.

15.2.2 Insurance should cover 100% of the current (as of each policy renewal) replacement cost of the Building, improvements and personal property belonging to the Association, including Units. The maximum deductible amount under the hazard insurance policy shall be the lesser of \$10,000 or 1% of the policy face amount. Funds to cover deductible amounts shall be included in the computations of funding for the Association operating reserve.

15.2.3 The following endorsements shall be obtained in connection with hazard insurance policies, to the extent such endorsements can be obtained reasonably;

#### 15.2.3.1 Inflation Guard Endorsement;

15.2.3.2 Construction Code Endorsement, including demolition demolition cost endorsement, contingent liability from operation or building laws endorsement, and increased cost of construction endorsement; and

15.2.3.3 Boiler and machinery coverage, if the Association has any central heating or cooling facilities incorporating boilers or machinery covered by such coverage. The face amount of this coverage, if obtained, shall be for at least the lesser of \$2,000,000 or the insurable value of the Building housing the boilers or machinery.

15.2.4 The Association shall be the named insured under the hazard insurance policy; however, the Association may direct that an insurance trustee be the named insured, as contemplated by Section 15.2.8. The "loss payable" clause shall show the Association or such insurance trustee as trustee for each Unit Owner and the holder of each Unit's mortgage. The policy must also contain the standard mortgage clause and must name as mortgagee either the Federal National Mortgage Association ("FNMA") or the servicer for the mortgages FNMA holds on Units, if FNMA holds any such mortgages. When a servicer is named as the mortgagee, its name should be followed by the phrase "its successors and assigns."

15.2.5 The policy shall require the insurer to notify in writing the Association and each first mortgage holder named in the mortgage clause at least 30 days before the insurer cancels or substantially changes the coverage.

15.2.6 If any portion of the Real Estate is in a special flood hazard area, the Association must maintain a policy of flood insurance. Such policy shall cover all Common Elements. A separate flood insurance policy shall be maintained for each separate Building. The amount of such flood insurance should be at least equal to the lesser of 100% of the insurable value of the Common Elements or the maximum coverage available under the appropriate National Flood Insurance Administration program, including machinery and equipment that are part of the Building. To the extent available, the contents coverage must include 100% of the insurable value of the contents, including any machinery and equipment that are not part of the Building but which are Common Elements. The maximum deductible amount under the flood insurance policies shall be the lesser of \$5,000 or 1% of the policy face amount. Funds to cover the deductible amount shall be included in the computation of funding for the Association operating reserve.

15.2.7 Hazard insurance coverage must be issued by an insurance carrier having at least a B general policy holders' rating and a III financial size category (or an

alternative, an A general policy holders' rating) where such rating is from A.M. Best Company, Inc.

15.2.8 If the proceeds of any recovery from a casualty loss exceed \$200,000, the Association may enter into an agreement (an "insurance trust agreement") with a bank or other suitable institution an "insurance trustee") to hold such proceeds for distribution to reconstruct the affected portions of the Condominium, or otherwise as provided for in this Declaration and the Act.

15.3 General Liability Insurance. The Association shall maintain commercial general liability insurance for the Common Elements. The liability policy shall provide coverage for bodily injury and property damage that results from the operation or use of the Common Elements.

15.3.1 The amount of coverage shall be at least \$3,000,000 for bodily injury and property damage for any single occurrence, some or all of which may be provided under excess or umbrella insurance policies. If the policy does not include "severability of interest" in its terms, then if and to the extent it is reasonably available the Association shall obtain a specific endorsement to preclude the insurer's denial of a Unit Owner's claim because of negligent acts of the Association or of other Unit Owners.

15.3.2 The general liability policy shall require the insurer to notify in writing the Association and each first mortgage holder on a Unit at least 30 days before the insurer cancels or substantially modifies the coverage.

15.4 Fidelity Bonds. The Association shall provide a fidelity bond for anyone who handles or who is responsible for funds of the Association, and may include coverage for loss caused by any agent, broker, accountant or other independent contractor or party, whether or not that person receives compensation for such services. Such bond shall name the Association as the obligee. Bonds shall cover the maximum funds that will be in the custody of the Association or its management agent while the bonds are in force. Lesser coverage shall be permitted if FNMA approved financial controls are implemented, but in no event may bonds be for less than the sum of three (3) months' assessments on all Units. Such bonds shall require the insurer to notify in writing the Association and each servicer of a FNMA mortgage on a Unit at least 30 days before the insurer cancels or substantially modifies such bond.

15.4.1 A management agent that handles the funds of the Association shall be covered by its own fidelity bond which must provide the same coverage as is required of the Association.

15.5 Directors and Officers Coverage. The Association shall obtain Directors' and Officers' Liability Insurance in form and subject to the limits and policy of deductibles to be determined by the Board, if and to the extent available.

15.6 Miscellaneous Insurance Matters.

15.6.1 No insurance policy issued to the Association shall prevent a Unit Owner from obtaining insurance for his or her own benefit.

15.6.1.1 Each Unit Owner must purchase and maintain hazard insurance coverage to insure his or her own personal property, contents and improvements and betterments installed by him or her. Each Unit Owner must also purchase and maintain personal liability insurance covering any liability claims arising out of the Unit Owner's property for a limit of at least \$100,000 per occurrence.

15.6.1.2 Each Unit Owner shall provide proof of such insurance to the Association at least annually (either by certificate of insurance or certified copy of such policy). Such insurance coverage shall name the Association and its officers, directors and employees as additional insureds with respect to any claims arising out of the negligent act, errors or omissions of the Unit Owner, or the Unit Owner's contractors, agents or invitees.

15.6.2 The Association may acquire other insurance which it considers appropriate, including a Statutory Workers' Compensation Policy.

15.6.3 Hazard insurance and liability insurance coverage should provide that any insurance trust agreement will be recognized; the right of subrogation against Unit Owners and members of their household will be waived; the insurance will not be prejudiced by any acts or omissions of Unit Owners that are not under the control of the Association; the policy will be primary, even if a Unit Owner has other insurance with respect to liability arising out of his or her ownership of an undivided interest in Common Elements or membership in the Association; and no act or omission by any Unit Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery under the policy. The requirements of this Section 15.6.3 may be covered by the so-called "special condominium endorsement."

15.6.4 Insurance premiums for insurance coverage, including fidelity bonds, required by this Article 15 shall be a Common Expense.

## ARTICLE 16 MISCELLANEOUS

Section 16.1 Section Captions. Section titles or captions contained in this Declaration are inserted only as a matter of convenience and in no way define, modify, limit, extend or describe the scope of the Declaration nor are they relevant to the intent of any provision hereof.

Section 16.2 Abating and Enjoining Violations by Unit Owners. The violation of any of the Condominium Documents by any Unit Owner or invitee, on the one hand, or by the Association, on the other hand, shall give the Association or any aggrieved Unit Owner, respectively, the right, in addition to any other rights to which it may be entitled, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

Section 16.3 Disputes. In the event of any dispute or disagreement between the Unit Owners relating to the Property, or any questions of interpretation or application of the provisions of the Condominium Documents, the Association may require such matter to be submitted to arbitration pursuant to Rules and Regulations adopted by the Board.

Section 16.4 Partial Invalidity. If any clause or provision of this Declaration, or the application thereof to any person or in any circumstance, shall to any extent be invalid or unenforceable, the remainder of this Declaration, or the application of such clause or provision to persons or in circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each clause and provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

Section 16.5 Mutual Release of Liability. Notwithstanding any other provision of this Declaration, the Bylaws or the Rules and Regulations to the contrary, each of the Unit Owners, the Association and any managing agent for the Association or any group of Unit Owners hereby release (for themselves and their respective tenants, employees, agents and invitees) each of such other parties (the "Injuring Parties"), to the extent of the releasing party's insurance coverage (such release not applying, however, to any "deductible" under such insurance policy), from any and all liability for any loss or damage to the property of the

releasing party, or resulting, directly or indirectly, from such loss or damage to property, even if such loss or damage shall be caused by the fault or negligence of such Injuring Party or such Injuring Party's employees or agents; provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as such releasing party's coverage under his applicable policy of insurance is not adversely affected by this release. Each Unit Owner and the Association shall attempt to include provisions in their policies of insurance providing that such policies are not adversely affected by such release.

IN WITNESS WHEREOF, the said Sovereign Realty 1982-VII has caused this Declaration to be executed by its general partners on this \_\_\_\_\_ day of \_\_\_\_\_ 19

SOVEREIGN REALTY 1982-VII,  
a Pennsylvania Limited Partnership

By: Historic Investment Limited Partnership, a  
Pennsylvania limited partnership, General Partner

By: S.K Enterprises, General Partner of  
Historic Investment Limited Partnership

By: \_\_\_\_\_  
General Partner of  
S.K. Enterprises

EXHIBIT "A"  
DESCRIPTION OF REAL ESTATE

BLOCK 3 LOT 87

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected.

SITUATE in the Fifth Ward of the City of Philadelphia, described according to a Plan of Property Fitler Moore Building for Historic Landmarks for Living by Barton and Martin Engineers dated 5/28/1982 as follows, to wit:

BEGINNING at a point formed by the intersection of the Northerly side of Race Street (50 feet wide) and the Westerly side of Third Street (50 feet wide); thence extending Westwardly forming an interior angle of 89 degrees, 59 minutes with the Westerly side of Third Street and along the Northerly side of Race Street 159 feet 10 inches to a point; thence extending Northwardly forming an interior angle of 90 degrees, 08 minutes with the said Race Street and through a wall 166 feet 8-3/4 inches to a point on the Southerly side of Florist Street (variable width); thence extending Eastwardly forming an interior angle of 86 degrees, 19 minutes, 05 seconds with the preceding line and along the Southerly side of Florist Street 160 feet 5-7/8 inches to a point on the Westerly side of Third Street; thence extending Southwardly forming an interior angle of 93 degrees, 33 minutes, 55 seconds with the said Florist Street and along the Westerly side of Third Street 156 feet 9-1/2 inches to a point on the Northerly side of Race Street, being the first mentioned point and place of beginning.

CONTAINING in Area 25,895 square feet.

BEING Nos. 200 and 220 North Third Street.

BEING the same premises which Fitler-Moore Historic Associates (formerly Sovereign Realty 1981-IX doing business as Fitler-Moore Historic Associates), a Limited Partnership by Deed dated 9/22/1982 and recorded 9/24/1982 in the County of Philadelphia in Deed Book EFP 563 page 10 conveyed unto Sovereign Realty 1982-VII doing business as Wireworks Historic Associates, a Limited Partnership, its successors and assigns, in fee.

## Exhibit "B" - Permitted Title Exceptions

1. Any encroachments, easements, measurements, variations in area or content, party walls or other facts which a correct survey of the premises would show.
2. All assessments and taxes for the year of Closing and all subsequent years, not yet due and payable.
3. Easements in and along the premises for utility purposes.
4. Provisions of Section 14-2007 of the Philadelphia Code, which has listed the Building as an Historical Building and which prohibits the demolishing or altering thereof without first obtaining a permit from the Department of Licenses and Inspections.
5. Conditions as disclosed on Plan of Property Fidler Moore Building for Historic Landmarks for Living dated 5/28/82, revised through July 25, 1990:
  1. Concrete Ramps and Concrete Steps encroach upon Race Street.
  2. Granite Step, Balconies, Window Well as Vault (Below Grade) encroach upon Third Street.
  3. Window Wells, Advertising Billboard on Roof, and Security Screens encroach onto Florist Street.
  4. Fence along westerly boundary of Property encroaches upon adjacent property at northern end of fence.
6. First Mortgage and Security Agreement dated November 22, 1983, and recorded with Recorder of Deeds in Mortgage Book EFP 842 Page 333 and amended by an Amendment to First Mortgage and Security Agreement dated August 11, 1989, recorded in Deed Book 1432 Page 289 and a Second Amendment to Mortgage and Security Agreement dated June 26, 1990 recorded in Mortgage Book FHS 2252 Page 405.
7. Collateral Assignment of Rents and Other Interests dated November 22, 1983, recorded in EFP 893 Page 523, amended by Amendment to Collateral Assignment of Rents and Other Interests dated August, 1989, recorded in Deed Book 1432 Page 295 and a Second Amendment to Collateral Assignment of Rents and Other Interests dated June 26, 1990, recorded in Deed Book FHS 1662 Page 344.



EXHIBIT "C"  
PERCENTAGE INTERESTS

NIT NUMBER	PERCENTAGE INTEREST	VOTING RIGHTS	UNIT NUMBER	PERCENTAGE INTEREST	VOTING RIGHTS
0101	1.2474%	1.50	0320	1.4553%	1.75
0102	1.0395%	1.25	0321	.8316%	1.00
0103	1.0395%	1.25	0322	1.0395%	1.25
0104	1.4553%	1.75	0401	1.0395%	1.25
0105	1.0395%	1.25	0402	1.0396%	1.25
0106	.8316%	1.00	0403	1.0395%	1.25
0107	1.0395%	1.25	0404	1.0395%	1.25
0108	1.0395%	1.25	0405	1.0395%	1.25
0109	.8316%	1.00	0406	1.2474%	1.50
0110	.8316%	1.00	0407	.8316%	1.00
0111	1.0395%	1.25	0408	.8316%	1.00
0112	1.0395%	1.25	0409	1.0395%	1.25
0113	.8316%	1.00	0410	.8316%	1.00
0201	1.0395%	1.25	0411	.8316%	1.00
0202	1.0395%	1.25	0412	.8316%	1.00
0203	1.0395%	1.25	0413	1.0395%	1.25
0204	1.0395%	1.25	0414	1.4553%	1.75
0205	1.0395%	1.25	0415	.8316%	1.00
0206	1.2474%	1.50	0416	1.0395%	1.25
0207	.8316%	1.00	0501	1.0395%	1.25
0208	.8316%	1.00	0502	1.0395%	1.25
0209	1.0395%	1.25	0503	1.0395%	1.25
0210	.8316%	1.00	0504	1.0395%	1.25
0211	.8316%	1.00	0505	1.0395%	1.25
0212	.8316%	1.00	0506	1.2474%	1.50
0213	1.0395%	1.25	0507	.8316%	1.00
0214	1.4553%	1.75	0508	.8316%	1.00
0215	.8316%	1.00	0509	1.0395%	1.25
0216	1.0395%	1.25	0510	.8316%	1.00
0301	1.0395%	1.25	0511	1.2474%	1.50
0302	1.0395%	1.25	0512	1.2474%	1.50
0303	1.0395%	1.25	0513	1.2474%	1.50
0304	1.0395%	1.25	0514	1.2474%	1.50
0305	1.0395%	1.25	0515	.8316%	1.00
0306	1.2474%	1.50	0516	.8316%	1.00
0307	.8316%	1.00	0517	1.0395%	1.25
0308	.8316%	1.00	0518	1.4553%	1.75
0309	1.0395%	1.25	0519	.8316%	1.00
0310	.8316%	1.00	0520	1.0395%	1.25
0311	1.2474%	1.50	C001	1.4553%	1.75
0312	1.2474%	1.50	C002	.8316%	1.00
0313	1.2474%	1.50	C003	.8316%	1.00
0314	1.2474%	1.50	C004	1.0395%	1.25
0315	1.2474%	1.50	C005	.8316%	1.00
0316	1.2474%	1.50	C006	1.0395%	1.25
0317	.8316%	1.00	C007	1.0395%	1.25
0318	.8316%	1.00	C008	1.0395%	1.25
0319	1.0395%	1.25	C009	1.0395%	1.25
			C010	1.0395%	1.25

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## EXHIBIT "D"

**Chart of Additional Maintenance and Cost Responsibilities  
Maintenance, Repair and Replacement Obligation:**

With respect to the Limited Common Elements enumerated in Column I, the Association or the Owner shall be responsible to perform the work specified in the corresponding entry in Column II, and the cost for such work shall be borne as set forth in Column II.

I.	II.
Heating and Cooling System (roof top equipment and lines, etc. to Unit)	Maintenance, repair and replacement shall be performed by the Association. Costs shall be borne by all Unit Owners as a General Common Expense.
Windows	Maintenance, repair, and replacement, and periodic caulking and painting of window frames shall be borne by the Association. Cost shall be borne by all Unit Owners as a General Common Expense.
Doors to Units (surfaces exposed outside of Unit, door back, trim and sill, only)	Maintenance, repair and replacement shall be performed by the Association. Costs shall be borne by all Unit Owners, including as a General Common Expense.
Hardware set, including lock and door hinges on doors to Units.	Maintenance, repair and replacement shall be performed by the Unit Owner, and the cost shall be borne by the Unit Owner.

Repair, replacement and restoration as a result of water damage to a Unit, other than through the negligence of the occupants of that Unit, shall be performed by the Association. Costs shall be borne by all Unit Owners as a General Common Expense.

The foregoing allocation of responsibility for costs shall not relieve any person responsible for causing damage or loss from liability to reimburse and/or indemnify the person designated above for the costs of maintenance, repair, replacement, or restoration.

AMENDMENT TO DECLARATION OF CONDOMINIUM

The Undersigned officers of The Wireworks Historic Condominium Association, a Pennsylvania not-for-profit corporation, has been designated to execute this Amendment and cause the same to be recorded of record for the purpose of amending and restating the Declaration of Condominium for The Wireworks Historic Condominium recorded on October 1, 1990, in Deed Book FHS 1715, Page 10. By executing this Amendment, the undersigned certifies that there has been an affirmative vote of Unit Owners of Units to which at least 67% of the votes in the Association are allocated and, furthermore, that the holder of mortgages on a required majority of the Units have also consented to this Amendment.

NOW, THEREFORE, the Declaration is amended and restated as set forth in Exhibit "A," attached hereto.

IN WITNESS WHEREOF, and with the intention to be legally bound, the Undersigned has caused this Amendment to be executed this 28 day of June, 1993.

THE WIREWORKS HISTORIC  
CONDOMINIUM ASSOCIATION

By:

  
(Vice) President

Attest:

  
(Asst.) Secretary

COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF PHILADELPHIA :

On this, the 28 day of JUNE, 1993, before me, the undersigned officer, personally appeared George Bernato who acknowledged himself/herself to be the (Vice) President of The Wireworks Historic Condominium Association, a Pennsylvania not-for-profit corporation, and that he/she as such (Vice) President being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as (Vice) President and that he/she received a true and correct copy of such instrument and of all other documents referred to therein.

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

  
Notary Public

My Commission Expires:

Notarial Seal  
Joan Riley, Notary Public  
Philadelphia, Philadelphia County  
My Commission Expires Dec. 27, 1993  
Member, Pennsylvania Association of Notaries

LENDER'S CONSENT  
TO AMENDMENT OF CONDOMINIUM


The undersigned, GENERAL ELECTRIC CAPITAL CORPORATION, hereby consents to the Amended and Restated Declaration of Condominium of the Wireworks Historic Condominium in the form attached hereto.

IN WITNESS WHEREOF, and with the intention to be legally bound, the undersigned has caused this Consent to be executed this 16<sup>th</sup> day of July, 1993.

GENERAL ELECTRIC CAPITAL  
CORPORATION

WITNESS:

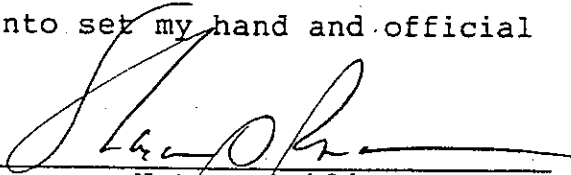
  
\_\_\_\_\_  
Stephen Gilbert

By:   
\_\_\_\_\_  
Robert E. Nowicki  
Attorney-in-fact

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF *Philadelphia* : SS  
:

On this, the 16<sup>th</sup> day of July, 1993,  
before me, the undersigned officer, personally appeared Robert E.  
Nowicki who acknowledged himself to be the Attorney-in-fact of  
GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, and  
that he as such officer authorized to do so, executed the  
foregoing instrument for the purposes therein contained by signing  
the name of the corporation by himself as such officer and that he  
received a true and correct copy of such instrument and of all  
other documents referred to therein.

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

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

NOTARIAL SEAL  
SHARON B. ROMAN, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires Nov. 29, 1994