

CODE OF REGULATIONS*

OF CONDOMINIUM ONE, a Condominium

ARTICLE I

GENERAL PROVISION

Section 1. Administration. The administration of the property of the condominium known as CONDOMINIUM ONE shall be governed by this Code of Regulations (hereinafter “Code”).

Section 2. The Property. The “Property” means and includes the land and all buildings and other improvements now or hereafter erected thereon, all owned in fee simple, and all easements, rights and appurtenances belonging thereto, which have been or are forthwith intended to be submitted to the condominium form of ownership in accordance with the Unit Property Act of the Laws of the Commonwealth of Pennsylvania by virtue of the Declaration of Condominium of Condominium No. One, Inc., filed of public record in the Office of the Recorder of Deeds of Philadelphia, Pennsylvania, at Deed Book C.A.D. 951, page 53, et seq. (hereinafter “Declaration”).

Section 3. Persons Bound. All present and future owners and tenants, and their respective employees, or any other person that might use the facilities of the Property in any manner, are subject to this Code. The mere acquisition or rental of any of the units of the Property or the mere act of occupancy of any of said units will automatically constitute an acceptance and ratification of this Code and indicate the intention to be legally bound to the provisions hereof.

ARTICLE II

VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

Section 1. Voting. Voting shall be on a percentage basis and the percentage of the vote to which the owner is entitled is the percentage of ownership in the Common Elements assigned to the Unit or Units in the Declaration.

Section 2. Majority of Owners. As used in this Code, the term “majority of owners” shall mean those owners holding 51% of the votes in accordance with the percentages assigned in the Declaration.

Section 3. Quorum. Except as otherwise provided in this Code, the presence in person or by proxy of a “majority of owners” as defined in Section 2 of this Article shall constitute a quorum.

* As amended and restated pursuant to authorization from the Association of Owners at the Thirty-First Annual Meeting on February 15, 1999. Prior versions of the Code are noted for reference via the use of footnotes.

Section 4. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

ARTICLE III

ADMINISTRATION

Section 1. Association Responsibilities. The owners of the units will constitute the Association of Owners (hereinafter referred to as “Association”) who will have such right, obligations and responsibilities as are set forth in the Declaration, this Code, or by operation of Unit Property Act of the Commonwealth of Pennsylvania. Except as otherwise provided, decisions and resolutions of the Association shall require approval by a majority of owners.

Section 2. Place of Meetings. Meetings of the Association shall be held at the principal office of the project or such other suitable place convenient to the owners as may be designated by the Council.

Section 3. Annual Meetings. The first annual meeting of the Association shall be held on March 1, 1968. Thereafter, the Annual Meeting of the Association shall be held at such time as shall be set by the Council between January 1 and February 15 of each succeeding year.¹ At such meetings there shall be elected by ballot of the owners a Council in accordance with the requirements of Section 5 of Article IV of this Code. The owners may also transact such other business of the Association as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the owners as directed by resolution of the Council or upon a petition signed by a majority of the owners and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths of the owners present, either in person or by proxy.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each owner of record, at least 10² but not more than 30³ days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served.

¹ This sentence was amended at the Eleventh Annual Meeting (January 17, 1979). Prior to amendment, the sentence read: “Thereafter, the annual meetings of the Association shall be held on the first Monday of February each succeeding year.”

² Amended at the Eleventh Annual Meeting (January 17, 1979). Prior to amendment, the minimum number of days notice was “5”.

³ Amended at the Eleventh Annual Meeting (January 17, 1979). Prior to amendment, the maximum number of days notice was “10”.

Section 6. Adjourned Meetings. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

ARTICLE IV

COUNCIL

Section 1. Number and Qualification. The affairs of the Association shall be governed by a Council composed of nine persons, all of whom must be owners of units in the project.⁴

Section 2. Powers and Duties. The Council shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by this Code or Declaration directed to be exercised and done by the owners. Subject to the limitations and restrictions contained in the Unit Property Act, the Declaration and this Code, the Council shall on behalf of the unit owners:

- 1) Have power to manage the business, operation and affairs of the property and for such purposes to engage employees and appoint agents and to define their duties and fix their compensation, enter into contracts and other written instruments or documents and to authorize the execution thereof by officers elected by the Council; and
- 2) Have such incidental powers as may be appropriate to the performance of their duties.

Section 3. Other Duties. In addition to the duties imposed by this Code or by the resolutions of the Association and except as otherwise provided in Article VII, the Council shall be responsible for the following:⁵

- 1) The maintenance, repair and replacement of the common elements;
- 2) The assessment and collection of funds from unit owners for common expenses and the payment of such common expenses;

⁴ Amended at the Thirty-First Annual Meeting (February 15, 1999). Prior to amendment, the sentence read: "The affairs of the Association shall be governed by a Council composed of eleven persons, all of whom must be owners of units in the project, (except for a representative of Penn Federal Savings and Loan Association of Philadelphia at its option) provided that the first members of Council, who shall serve until the first annual meeting, shall be three and are: Ralph Heller, Richard Dilsheimer and Fred Frankel." In the original Code of Regulations, the number of Council members was "nine". It was increased to eleven at the Eleventh Annual Meeting (January 17, 1979).

⁵ Amended at the Eighteenth Annual Meeting (February 19, 1986). Prior to amendment, the introductory paragraph read as follows: "In addition to duties imposed by this Code or by resolutions of the Association, the Council shall be responsible for the following:".

- 3) The promulgation, distribution and enforcement of rules governing the details of the use and operation of the property and the use of the common elements, subject to the right of a majority of the unit owners to change any such rules.

Section 4. Management Agent. The Council may employ for the Association a management agent at a compensation established by the Council to perform such duties and services as the Council shall authorize including, but not limited to, the duties listed in Section 3 of this Article.

Section 5. Election and Term of Office. The term of office of all Council Members shall be fixed at one (1) year. Council Members shall hold office until their successors have been elected and hold their first meeting.⁶

Section 6. Vacancies. Vacancies in the Council caused by any reason other than the removal of a Council Member by a vote of the Association shall be filled by vote of the majority of the remaining Council Members, even though they may constitute less than a quorum; and each person so elected shall be a Council Member until a successor is elected at the next annual meeting of the Association.

Section 7. Removal of Council Members. At any regular or special meeting duly called, any one or more of the Council Members may be removed with or without cause by a majority of the owners and a successor may then and there be elected to fill the vacancy thus created. Any Council Member whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

Section 8. Organization Meeting. The first meeting of a newly elected Council shall be held within ten (10) days of election at such place as shall be fixed at the meeting at which such Council Members were elected, and no notice shall be necessary to the newly elected Council Members in order legally to constitute such meeting, providing a majority of the whole Council shall be present.

Section 9. Regular Meetings. Regular meetings of the Council may be held at such time and place as shall be determined, from time to time, by a majority of the Council Members, but at least two such meeting shall be held during each fiscal year. Notice of regular meetings of the Council shall be given to each Council Member, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

Section 10. Special Meetings. Special meetings of the Council may be called by the President on three days notice to each Council Member, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the

⁶ Amended at the Thirty-First Annual Meeting (February 15, 1999). Prior to amendment, the section read as follows: "At the first annual meeting of the Association the term of office of three Council Members shall be fixed for three (3) years. The term of office of three Council Members shall be fixed at two (2) years, and the term of office of three Council Members shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Council Member, his successor shall be elected to serve a term of three (3) years. The Council Members shall hold office until their successors have been elected and hold their first meeting."

meeting Special meetings of the Council shall be called by the President or Secretary in like manner and on like notice on the written request of at least three Council Members.

Section 11. Waiver of Notice. Before or at any meeting of the Council, any Council Member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Council Member at any meeting of the Council shall be a waiver of notice by him of the time and place thereof. If all the Council members are present at any meeting of the Council, no notice shall be required and any business may be transacted at such meeting.

Section 12. Council Quorum. At all meetings of the Council, a majority of the Council Members shall constitute a quorum for the transaction of business, and the acts of the majority of the Council Members present at a meeting at which a quorum is present shall be the acts of the Council. If, at any meeting of the Council, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

ARTICLE V

OFFICERS

Section 1. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by and from the Council. The Council Members may appoint an assistant treasurer, and an assistant secretary, and such other officers as in their judgment may be necessary.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Council at the organization meeting of each new Council and shall hold office at the pleasure of the Council.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Council, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Council, or at any special meeting of the Council called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Council. He shall have all of the general powers and duties which are usually vested in the office of president of an Association, including but not limited to the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association. The President shall vote only to break a tie vote of the other Council Members.⁷

⁷ This sentence was added at the Thirty-First Annual Meeting (February 15, 1999).

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Council shall appoint some other member of the Council to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Council.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Council and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Council may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for Association funds and securities and for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Council. The Treasurer shall keep detailed records of all receipts and expenditures, including expenditures affecting the common elements, specifying and itemizing the maintenance, repair and replacement expenses of the common elements and any other expenses incurred. Such records shall be available for examination by the unit owners during regular business hours. In accordance with the actions of the Council assessing common expenses against the units and unit owners, he shall keep an accurate record of such assessments and of the payment thereof by each unit owner.

ARTICLE VI

COMMON ELEMENTS AND COMMON EXPENSES

Section 1. Definitions. The “Common Elements” shall be and comprise the Common Elements as described in the Declaration. The Common Expenses shall mean and include:

- 1) Except as otherwise provided in Article VII, expenses of administration, maintenance, repair and replacement of the Common Elements;⁸
- 2) Expenses agreed upon as common by all the unit owners;
- 3) Expenses declared common by provisions of the Unit Property Act, or by the Declaration or this Code; and
- 4) All expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserve.⁹

⁸ Amended at the Eighteenth Annual Meeting (February 19, 1986). Prior to amendment, this subsection read as follows: “Expenses of administration, maintenance, repair and replacement of the Common Elements;”

⁹ Subsection 4 was added at the Eighteenth Annual Meeting (February 19, 1986). Punctuation of the section was modified at the Thirty-First Annual Meeting (February 15, 1999) to reflect the addition of subsection 4.

Section 2. Maintenance, Repair and Replacement of Common Elements.

- 1) Except as otherwise provided in Article VII, the maintenance, repair, replacement additions to, alterations of, and operation of the Common Elements shall be the responsibility of Council on behalf of the Association. Council may enter into any contract or other obligation for the work to be done to so maintain, repair, replace, add, alter or operate the Common Elements or for the protection and security of the Common Elements (including the purchasing of insurance) and/or may delegate their power to a Management Agent, subject to its general supervision. Except as otherwise provided in Article VII, the expense of any such maintenance, repair, replacement, addition, alteration or operation of the Common Elements shall constitute a Common Expense of the Association.¹⁰
- 2) After the completion of the improvements included in the Common Elements which are contemplated by this Declaration, there shall be no alteration or further improvement of the real property constituting the Common Elements without prior approval in writing by the owners of not less than 75% of the Common Elements, but any such alteration or improvement shall not interfere with the rights of any apartment owner.
- 3) The Council shall have an easement to enter any unit to maintain, repair or replace the Common Elements, as well as to make repairs to units if such repairs are reasonably necessary for public safety or to prevent damage to other units or to the Common Elements.

Section 3. Assessment of Common Expenses.

- 1) Council may from time to time and on a monthly, quarterly, semi-annually or annual basis assess the unit owners for their share of estimated or actual Common Expenses according to the percentage of the undivided interest of each in the Common Elements as set forth in the Declaration and any amendments thereto. Council may include as part of such assessments a charge for a reasonable operating reserve and for insurance premiums for liability insurance and insurance to cover the repair and reconstruction work for the Common Elements in case of hurricane, fire, earthquake or other hazard. (Such insurance, however, shall not relieve or prejudice the right of each unit owner to insure his own unit for his own benefit.) If the actual Common Expenses for any year are less than the total receipts from such year's estimated assessments, the surplus shall be applied towards either the operating reserve or the expense of the next ensuing year, as the Council may elect, provided, however, that

¹⁰ Subsection 1 was deleted in its entirety and the above language substituted at the Eighteenth Annual Meeting (February 19, 1986). Prior to the change, subsection 1 read "The maintenance, repair, replacement additions to, alterations of, and operation of the Common Elements shall be the responsibility of Council on behalf of the Association. Council may enter into any contract or other obligation for the work to be done to so maintain, repair, replace, add, alter or operate the Common Elements or for the protection and security of the Common Elements (including the purchasing of insurance) and/or may delegate their power to a Management Agent, subject to its general supervision. The expense of any such maintenance, repair, replacement, addition, alteration or operation of the Common Elements shall constitute a Common Expense of the Association."

Council shall have the right to make such distributions or adjustments of the surplus as it considers equitable in the circumstances.

- 2) The Council may establish two types of reserves: (a) an operating reserve, which represents funds accumulated for unspecified purposes in order to avoid special assessments, and (b) reserves for specified purposes, including but not limited to replacement of roofs, painting and other expenses for which it is prudent to accumulate funds over a multi-year period. The maximum amount of an operating reserve shall not exceed the prior year's budgeted amount of income generated from assessments for Common Expenses. The amount of reserves for specified purposes shall be calculated on a purpose-by-purpose basis, and shall be that amount calculated by Council to be necessary to replace or maintain an asset when replacement is expected to be due based on time, or an amount estimated to be necessary to avoid a special assessment for a specific purpose.¹¹
- 3) Each unit owner shall pay to Council any assessment imposed upon such unit owner within the time period specified by the Council, which shall be not less than fifteen (15) days from the date of such assessment, as such is set forth in any written notice to the unit owners from the Council. All sums assessed by resolutions duly adopted by the Council against any unit for the share of Common Expenses chargeable to that unit shall constitute the personal liability of the owner of the unit so assessed and shall, until fully paid, together with interest and penalty as provided for in Article VI, Section 3(7), constitute a charge against such unit which shall be enforceable as provided in section 703 of the Unit Property Act.¹²
- 4) In accordance with section 703 of the Unit Property Act, any charge assessed against a unit may be enforced by suit by the Council acting on behalf of the unit owners in an action in assumpsit. Any judgment against a unit and its owner shall be enforceable in the same manner as is otherwise provided by law.

¹¹ Amended at the Thirty-First Annual Meeting (February 15, 1999). Prior to amendment, the subsection read: "The operating reserve shall be available for any contingencies as Council may deem proper, but the maximum amount of reserves approved by the Council and ratified by the Owners at the annual meeting shall not exceed the amount of the then current year's operating budget. This language had been adopted as an amendment to the Code of Regulations at the Fourteenth Annual Meeting (February 2, 1982). The language of this subsection in the original Code was: "The operating reserve shall be available for any contingencies as Council may deem proper, but at any such time as there are total funds in such reserve through assessments of \$5,000.00, Council shall not further assess for such reserve except to refund the reserve to \$5,000.00 when the reserve has been reduced by withdrawals for contingencies."

¹² Amended at the Thirty-First Annual Meeting (February 15, 1999). Prior to amendment, the subsection read: "Each unit owner shall pay to Council any assessment imposed upon such unit owner within fifteen (15) days from the date of the due date for such assessment, as such is set forth in any previous written notice to the unit owners from the Council. All sums assessed by resolutions duly adopted by the Council against any unit for the share of Common Expenses chargeable to that unit shall constitute the personal liability of the owner of the unit so assessed and shall, until fully paid, together with interest hereon at the rate of six percent per annum from the thirtieth day following the due date of such assessment, constitute a charge against such unit which shall be enforceable as provided in section 703 of the Unit Property Act."

- 5) In the event that title to a unit is transferred by sheriff's sale pursuant to execution upon any lien against the unit, the Council may give notice in writing to the sheriff of any unpaid assessments for common expenses which are a charge against the unit but have not been reduced to lien pursuant to section 703 of the Unit Property Act, and the sheriff shall pay the assessments of which he has such notice out of any proceeds of the sale which remain in his hands for distribution after payment of all other claims which he is required by law to pay, but prior to any distribution of the balance to the former unit owner against whom the execution issued. The purchaser at such sheriff's sale and the unit involved shall not be liable for unpaid assessments for common expenses which become due prior to the sheriff's sale of the unit. Any such unpaid assessments which cannot be promptly collected from the former unit owner may be reassessed by the Council as a common expense to be collected from all of the unit owners, including the purchaser who acquired title at the sheriff's sale, his successors and assigns. To protect its right to collect unpaid assessments which are a charge against a unit, the Council may on behalf of the unit owners, purchase the unit at sheriff's sale provided such action is authorized by the affirmative vote of a majority of the members of Council, and if it does so purchase, the Council shall thereafter have the power to sell, convey, mortgage or lease such unit to any person whatsoever.
- 6) Upon the voluntary sale or conveyance of a unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments for common expenses which are a charge against the unit as of the date of the sale or conveyance, but such joint and several liability shall be without prejudice to the grantee's right to recover from the grantor the amount of any such unpaid assessments which the grantee may pay, and until any such assessments are paid, they shall continue to be a charge against the unit which may be enforced in the manner set forth in section 703 of the Unit Property Act: Provided, however, that any person who shall have entered into a written agreement to purchase a unit shall be entitled to obtain a written statement from the treasurer setting forth the amount of unpaid assessments charged against the unit and its owners, and if such statement does not reveal the full amount of the unpaid assessments as of the date it is rendered, neither the purchaser nor the unit shall be liable for the payment of an amount in excess of the unpaid assessments shown thereon. Any such excess which cannot be promptly collected from the former unit owner may be reassessed by the Council as a common expense to be collected from all the unit owners, including the purchaser, his successors and assigns.
- 7) Unless the Council shall otherwise establish by Resolution all charges against a unit which are not paid in full by the date they are due shall be increased on the day after the due date by a penalty of 10% and shall from and after that date bear interest at the rate of 12% per annum until paid. All expenses incurred by the Association in efforts to collect any such charges (including but not limited to the fees and disbursements of counsel to the Association) shall be chargeable to the delinquent unit. All payments received on account of the obligations of a delinquent unit shall be applied to the

current year's assessments only after all prior obligations of the unit to the Association have been paid in full.¹³

ARTICLE VII

OBLIGATIONS OF THE OWNERS

Section 1. Maintenance and Repair. Each owner shall maintain, repair and replace at his expense all portions of his unit except the portions to be maintained, repaired and replaced by the Association.

- 1) Every owner must perform promptly all maintenance and repair work within his own unit, which if omitted would affect the property or any part thereof belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.
- 2) No unit owner shall do any work which would jeopardize the soundness or safety of the property or impair any easement or hereditament without the unanimous consent of the unit owners affected thereby.
- 3) A Unit Owner shall be liable for the expense of any maintenance, repair, or replacement rendered necessary by his act, neglect, or carelessness or by that of any member of his family or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of a unit or its appurtenances. In any proceeding arising because of an alleged default by a unit owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.
- 4) The cost of any maintenance, repair or replacement to any part of the property (other than the Common Areas) used by more than one owner shall be borne equally by all owners using that part of the property, except damage caused by the negligence or the fault of a unit owner.¹⁴

Section 2. Use of Family Units – Internal Changes.

- 1) All units shall be utilized for residential purposes only.
- 2) An owner shall not make structural modifications or alterations in his unit or installations located therein without previously notifying the Association in writing and securing the Association's written approval, through the Management Agent, if

¹³ This paragraph was added at the Twelfth Annual Meeting (January 30, 1980).

¹⁴ Added at the Third Annual Meeting (February 1, 1971).

any, or through the President of the Council, if no management agent is employed. The Association shall have the obligation to answer within ten (10) days of receipt of notice and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration. The Association's approval shall not be unreasonably withheld.

Section 3. Right of Entry.

- 1) An owner shall grant the right of entry to a Management Agent or to any other person authorized by the Council or the Association in case of any emergency originating in or threatening his unit, whether the owner is present at the time or not.
- 2) An owner shall permit other owners, or their representatives, when so required, to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that request for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

Section 4. Rules of Conduct.

- 1) The Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the units.
- 2) No use or practice shall be permitted on the Property which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the Property by its residents. All parts of the Property shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage allowed to accumulate nor any fire hazard allowed to exist. No unit owner shall permit any use of his unit or of the Common Elements which will increase the rate of insurance upon the Property. No immoral, improper, offensive, or unlawful use shall be made of the Property or any part thereof. All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification, or repair of the Property shall be the same as the responsibility for the maintenance and repair of the Property concerned. No rooms may be rented or transient guests accommodated.
- 3) Until the Developer has completed and sold all of the units, neither the unit owners nor the Association nor the use of the Property shall interfere with the completion of the contemplated improvements and the sale of the units. The Developer may make such use of the unsold units and common areas as may facilitate such completion and sale, including but not limited to the maintenance of a sales office, the showing of the property, and the display of signs.
- 4) Reasonable regulations concerning the use of the Property may be made and amended from time to time by the Council in the manner provided by laws.

- 5) No owner, resident, lessee, guest or invitee shall install or permit to be installed electrical or telephone wiring, television antennae, cables and wiring, machines or air conditioning units, roof hatches, external vents, shutters, flowerboxes, brickwork, planters, awnings, stormdoors, windows, skylights and other similar items on, in or through any portion of the Common Elements, or modify the decks, without the prior authorization of the Council and in compliance with all rule and regulation regarding such work as the Council shall from time to time promulgate. All such work authorized by the Council shall be performed by the owner at the owner's expense and shall not constitute Common Expenses. The rules and regulations promulgated hereunder shall include, among other items deemed desirable by the Council, provisions regarding the payment by owner for said work, responsibility of the owner for maintenance and any damages caused thereby and a uniform procedure to process all requests for work.¹⁵

- 6) No owner may paint or cause to be painted the exterior of any building within the Property without the prior authorization of the Council and in compliance with all rules and regulations regarding such painting as the Council shall from time to time promulgate. All such painting authorized by the Council shall be at the owner's expense and shall not constitute Common Expenses. The rules and regulations promulgated hereunder shall include, among other items deemed desirable by the Council, provisions for the uniformity of color, vertical homogeneity of facades and windows, doors and shutters on the facades, payment of the costs by the requesting owner and a uniform procedure to process all requests.¹⁶

ARTICLE VIII

MISCELLANEOUS

Section 1. Repair or Reconstruction. Except as hereinafter provided, damage to or destruction of the building or of one or more of several buildings which comprise the Property shall be promptly repaired and restored by the Council using the proceeds of insurance held by the Council, if any, for that purpose, and the unit owners directly affected thereby shall be liable for assessment for any deficiency in proportion to their respective undivided ownership of the Common Elements: Provided, however, that if there is substantially total destruction of the building or of one or more of several buildings which comprise the property, or if seventy-five percent of the unit owners directly affected thereby duly resolve not to proceed with repair or restoration, then, and in that event, the salvage value of the property or of the substantially destroyed building or buildings shall be subject to partition at the suit of any unit owner directly affected thereby, in which event the net proceeds of sale, together with the net proceeds of

¹⁵ Subsection 5 was deleted in its entirety and the above language substituted at the Eighteenth Annual Meeting (February 19, 1986). Prior to deletion, subsection 5 read "No owner, resident or lessee shall install wiring for electrical or telephone installation, television antennae, machines or air conditioning units, etc., on the exterior of the project or that protrude through the walls or the roof of the project except as authorized by the Association."

¹⁶ Subsection 6 was added at the Eighteenth Annual Meeting (February 19, 1986).

insurance policies held by the Council, if any, shall be considered as one fund and shall be divided among all the unit owners directly affected thereby in proportion to their respective undivided ownership of the Common Elements, after discharging, out of the respective shares of unit owners directly affected thereby, to the extent sufficient for the purpose, all liens against the units of such unit owners.

Section 2. Eminent Domain. Whenever all or part of the common elements shall be taken, injured or destroyed by eminent domain, each unit owner shall be entitled to notice thereof and to participate in the proceedings incident thereto, but in any proceeding 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. After such determination each unit owner shall be entitled to a share in the damages in the same proportion as his individual interest in the common elements.

Section 3. Compliance with Code of Regulations, Administrative Provisions, Covenants, etc. Each unit owner shall comply with this Code and with such rules governing the details of the use and operation of the property and the use of the Common Elements as may be in effect from time to time, and with the covenants, conditions and restrictions set forth in the Declaration or in the deed to his unit or in the Declaration Plan.

Section 4. Noncompliance with Code of Regulations, Administrative Provisions, Covenants, etc. Failure to comply with this Code of regulations and with such rules governing the details of the use and operation of the property and the use of the common elements as may be in effect from time to time and with the covenants, conditions and restrictions set forth in the Declaration or in deeds of units or in the Declaration plan shall be grounds for an action for the recovery of damages or for injunctive relief, or both, maintainable by any member of the Council on behalf of the Council or the unit owners or, in a proper case, by an aggrieved unit owner or by any person who holds a mortgage lien upon a unit and is aggrieved by any such noncompliance.

ARTICLE IX

AMENDMENTS TO CODE OF REGULATIONS

Section 1. Adoption. The first members of Council shall establish and adopt the original code of regulations. Thereafter, no amendment or change of the provisions of this Code shall be effective unless it is adopted at a meeting of the unit owners by the affirmative vote of at least those unit owners who represent a majority of the votes entitled to be cast at that meeting.

Section 2. Amendment to Adoption. This Code may be amended by the Association in a duly constituted meeting for such purpose and no amendment shall take effect unless approved by owners representing at least a majority of the votes entitled to be cast at that meeting.

ARTICLE X

MORTGAGES

Section 1. Notice to Association. An owner who mortgages his unit, shall notify the Association through the Management Agent, if any, or the President of the Council in the event there is no Management Agent, the name and address of his mortgagee; and the Association shall maintain such information in a book entitled "Mortgagees of Units".

Section 2. Notice of Unpaid Assessments. The Association shall at the request of a mortgagee of a unit report any unpaid assessments due from the owner of such unit.

ARTICLE XI

COMPLIANCE

This Code is set forth to comply with the requirements of the Unit Property Act, Act of General Assembly No. 117, Commonwealth of Pennsylvania, July 3, 1963. In case any of this Code conflicts with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will apply.

Amended and restated by vote of the Association of Owners at the Thirty-First Annual Meeting held on February 15, 1999.

IN WITNESS WHEREOF, the undersigned, as all of the members of the Condominium Council, have set their hands and seals this _____ day of March, 1999.

ATTEST:

CONDOMINIUM ONE, a Condominium,
a/k/a Washington Mews Condominium, by
its Condominium Council:

Ronald E. Powers,
Secretary
(Seal)

Fred Fisher,
President and Council Member

William E. Wittkamp,
Vice-President and Council Member

(Signatures Continued on Page 15)

Ronald E. Powers,
Secretary and Council Member

David D. Green,
Treasurer and Council Member

Kathleen Burke,
Council Member

Regina M. Byrne,
Council Member

Alexandra Escher,
Council Member

Felicia Livstone,
Council Member

Staci Lowe,
Council Member

