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EXHIBIT "D"

*WATERS EDGE CONDOMINIUMS*

*PETERS TOWNSHIP  
WASHINGTON COUNTY, PENNSYLVANIA*

*BY-LAWS OF THE  
WATERS EDGE CONDOMINIUM ASSOCIATION, INC.*

WATERS EDGE CONDOMINIUM  
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CONDOMINIUM ASSOCIATION  
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WATERS EDGE CONDOMINIUM

BY-LAWS  
OF THE  
WATERS EDGE  
CONDOMINIUM ASSOCIATION

ARTICLE I - APPLICABLE STATUTE

These By-Laws are adopted pursuant to the Pennsylvania Uniform Condominium Act ("Act") and apply to the Waters Edge Condominium located in Peters Township, Washington County, Pennsylvania, as more fully described in the Declaration of Condominium recorded in the Office of the Recorder of Deeds of Washington County, Pennsylvania.

Section 1 - Definitions. Unless the context clearly indicates otherwise, the words and phrases contained herein shall have the same meaning as in the Declaration of Condominium for the Waters Edge Condominium. Other terms as used herein shall be (unless otherwise expressly provided or unless the context hereof requires) otherwise defined in accordance with the Act.

Section 2 - Administration of the Property. The administration of the Condominium and the operation, regulation and management of the Association shall be governed by the Declaration, the Act, these By-Laws, and any Rules and Regulations which may be adopted by the Executive Board, as they may be amended.

Section 3 - Persons Bound. All present and future Unit Owners, Residents of Units, Mortgagees and their agents and employees, and any other Person who or which may occupy a Unit or utilize the facilities of the Condominium are subject to and bound by the provisions of the Declaration, the Act, these By-Laws and any Rules and Regulations adopted pursuant thereto.

Section 4 - Office. The Association shall maintain an office.

ARTICLE II - UNIT OWNERS ASSOCIATION

Section 1 - Unit Owners Association. All Persons owning Units in the Condominium shall be members of the Association.

Section 2 - Name. The name in which contracts shall be entered into; title to property shall be acquired, held, and disposed of; bank accounts shall be opened; and suits shall be brought and defended by the Executive Board on behalf of the Association is: "Waters Edge Condominium Association, a Pennsylvania non-profit corporation created pursuant to the

Pennsylvania Non-Profit Corporation Laws and Pennsylvania Uniform Condominium Act."

ARTICLE III - MEETINGS OF UNIT OWNERS

Section 1 - Annual Meetings. The first annual meeting of the Association shall be called within one (1) year of the first conveyance of a Unit by the Declarant. Thereafter, annual meetings shall be held in the same month of each year as determined by the Executive Board. At each annual meeting the Unit Owners shall elect members of the Executive Board, and may transact such other business as may properly come before the meeting.

Section 2- Special Meetings.

(a) The President shall call a special meeting of the Association if so directed by resolution of the Executive Board or upon a petition signed and presented to the Secretary by Unit Owners of more than twenty-five percent (25%) of the Units. The notice of any special meeting shall state the time, place and purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

(b) Not later than sixty (60) days after conveyance to Unit Owners other than Declarant of twenty-five percent (25%) of the Units built and reserved to be built by Declarant, a special meeting of the Association shall be held at which two (2) of the five (5) members of the Executive Board appointed by the Declarant shall resign, and the Unit Owners, including the Declarant, shall thereupon elect successors to the resigned Executive Board Members, who shall serve until the election held in accordance with Article IV Section (5)(a) hereof.

(c) On a day which is the earlier of: (i) within one hundred eighty (180) days after conveyance to Unit Owners other than Declarant of seventy-five percent (75%) of the Units built and reserved to be built by Declarant; or (ii) five (5) years from the date of the first conveyance to a Unit Owner, a special meeting of the Association shall be held at which the three (3) remaining Executive Board Members appointed by the Declarant shall resign, and all Unit Owners, including the Declarant, if the Declarant owns one (1) or more Units, shall thereupon elect successors to the resigned Executive Board Members.

Section 3 - Notice of Meetings. The Secretary shall give notice of each annual and each special meeting of the Association to all Unit Owners, not less than ten (10) days nor more than sixty (60) days prior to the meeting date. The notice shall specify the time and place of the meeting, and in the case of each special meeting, shall include the purpose thereof. All notices shall be hand delivered or sent by United States mail, postage pre-paid and shall state the time and place of the meeting and the items in the

agenda.

Section 4 - Place of Meeting. Meetings of the Association shall be held at the Condominium or at such suitable place in Peters Township, Washington County, Pennsylvania as may be fixed by the Executive Board.

Section 5 - Voting. Voting at all meetings of the Association shall be on the basis of one (1) vote for such Unit, as set forth in the Declaration.

Section 6 - Multiple Ownership. Where the ownership of a Unit is divided among two (2) or more persons, the person entitled to cast the vote of such Unit shall be named in a certificate executed by all of the Owners of such Unit and filed with the Secretary of the Association. In the absence of such a certification, any Unit Owner present at the meeting shall be entitled to cast the vote of such Unit. If more than one of the Owners is present, then such vote shall be cast only in accordance with the unanimous agreement of the Owners of the Unit as transmitted to the Secretary of the Association. There shall be deemed to be unanimous agreement if any one of Unit Owners casts the vote allocated to the Unit without protest being made promptly by one of the co-owners to the persons presiding over the meeting. Any such certificate shall be valid until revoked by written notice to the Association. Subject to the requirements of the Act, whenever the approval or disapproval of a Unit Owner is required by the Act, the Declaration or these By-Laws, such approval or disapproval shall be made only by the person or persons entitled to cast the vote allocated to such Unit at meetings of the Association.

Section 7 - Declarant Voting. The Declarant shall have the right at any meeting of the Association to cast all the votes allocated to all Units owned by the Declarant.

Section 8 - Miscellaneous. No votes allocated to a Unit owned by the Association may be cast. There shall be no cumulative or class voting.

Section 9 - Majority. The casting of votes by Unit Owners in person or by proxy at a duly convened meeting of the Association at which a quorum is present is required for the adoption of decisions and resolutions and for the approval of actions. The acts of a majority of such Unit Owners shall be the acts of the Association and shall be binding upon all the Unit Owners, except where the act or the Declaration require a percentage greater than a Majority of the Unit Owners.

Section 10 - Procedures. The procedures to be followed in the casting of votes and other election mechanics shall be established by the Executive Board and shall be made a part of the Rules and Regulations.

Section 11 - Quorum. The presence at a meeting of the Association in person or by proxy of persons having the right to cast no less than fifty-one percent (51%) of the votes allocated to all Units shall constitute a quorum. If less than a quorum is present at any meeting, a majority of the Unit Owners' present in person or by proxy may adjourn the meeting to another time and place. At any adjourned meeting attended by a quorum any business may be transacted which could have been transacted at the meeting originally called, without further notice.

Section 12 - Proxies. A vote may be cast in person or by proxy. Such proxy may be granted by any Unit Owner to another Unit Owner, to a Mortgagee or to the Declarant. Proxies shall be executed in writing, shall be valid only for the particular meeting designated therein and must be filed with the Association Secretary prior to the time of the meeting. Such proxy shall be deemed revoked only upon actual receipt by the Association Secretary of written notice of revocation from the grantor of the proxy. In no event shall a proxy be valid for a period in excess of one (1) year. A proxy is void if it is not dated or if it purports to be revocable without notice.

#### ARTICLE IV - EXECUTIVE BOARD

Section 1 - Number and Qualifications. The business, operation and affairs of the Condominium and of the Association shall be managed on behalf of the Unit Owners and the Association by an Executive Board consisting of five (5) natural persons; all of whom shall be Unit Owners except for those appointed by the Declarant during its period of Declarant control.

Section 2 - Powers and Duties. Subject only to the provisions of the act and the Declaration, the Executive Board shall have all the power and authority necessary to administer and manage the business, operation and affairs of the Condominium and of the Association. The Executive Board shall have the powers and duties to:

- (a) adopt and amend Rules and Regulations governing the use of the Condominium;
- (b) adopt and amend budgets for revenue, expenditures and reserves and collect regular and special assessments for Common Expenses from Unit Owners;
- (c) hire and terminate managing agents and other employees, agents, attorneys, accountants and other independent contractors;
- (d) institute, defend, or intervene in litigation or administrative proceedings in its own name or on behalf of two (2) or more Unit Owners on matters affecting the Condominium.



- (e) make contracts and incur liabilities;
- (f) regulate the use, maintenance, repair, replacement, and modification of Common Elements
- (g) cause additional improvements to be made a part of the Common Elements;
- (h) acquire, hold, encumber, and convey in its own name any right, title or interest to real or personal property;
- (i) grant easements, leases, licenses and concessions through or over the Common Elements;
- (j) impose and receive any fees or charges for the use, rental or operation of the common elements as is permitted by the Act;
- (k) impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines not to exceed Twenty Five Dollars (\$25.00) per day for a violation or violations of the Declaration, By-Laws and Rules and Regulations;
- (l) impose reasonable charges for the preparation and recordation of amendments to the Declaration, resale certificates, or statements of unpaid assessments;
- (m) provide for the indemnification of Association officers and Executive Board Members and maintain directors and officers' liability insurance, if desired;
- (n) make a final determination of any claim by a Unit Owner as to the invalidity of any charge or assessment allocated against the Unit Owner;
- (o) establish a reserve for working capital, contingency and replacement reserves, and to make up any deficit in the Common Expense for any prior year and designate an agent for the purpose of collecting these assessments and the Common Expense Charges and for the purpose of making disbursements thereunder;
- (p) adopt, amend and enforce minimum standards governing draperies, blinds, and curtains on any windows facing any public or private street;
- (q) open bank accounts on behalf of the association and designate the signatories required there for;
- (r) make repairs, additions and improvements to or alterations to the Condominium and repairs to or restore the Condominium after damage or destruction by fire or other casualty

or as a result of condemnation or eminent domain proceedings;

(5) act as agent for the collection of any utility payments which are not Common Expenses but which are paid on a pro-rata basis;

(t) exercise any other powers authorized or imposed by the Act, the Declaration or these By-Laws;

(u) exercise all other powers that may be exercised in this Commonwealth by legal entities of the same type as the Association;

(v) exercise any other powers necessary and proper for the governance and operation of the Association.

Section 3 - Executive and Other Committees of the Board.

(a) The Executive Board may, by resolution adopted by a majority of the Executive Board, establish one or more committees to consist of one or more members of the Executive Board of the Association. Any such committee, to the extent provided in the resolution, shall have and may exercise all of the powers and authority of the Executive Board, except that no such committee shall have any power or authority as to the following:

(i) The submission to unit owners of any action requiring approval of unit owners.

(ii) The filing of vacancies in the Executive Board.

(iii) The adoption, amendment or repeal of the By-Laws.

(iv) The amendment or repeal of any resolution of the Executive Board.

(v) Action on matters committed by the By-Laws or resolution of the Executive Board to another committee of the Board.

(b) The Executive Board may designate one or more of its other members as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee.

(c) Each committee of the Executive Board shall serve at the pleasure of the Executive Board.

Section 4: First Members of Executive Board. Subject to Article III Section 2, the first members, of the Executive Board shall be appointed by the Declarant and shall serve until their

successors have been elected. The initial members shall be William R. Seach, Eileen L. Moore, Alan C. Gillespie, Victoria A. Cushey and Reed B. Day. In the event of the resignation or death of any member of the Executive Board appointed by the Declarant, the Declarant may appoint or designate his successor.

Section 5 - Election and Term of Office.

(a) At the first annual meeting of the Unit Owners, five (5) members of the Executive Board shall be elected. The term of office of two (2) of the Board shall be set at three (3) years; the term of office of two (2) Board members shall be fixed at two (2) years; and the term of office of one (1) Board member shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Executive Board member elected at the first annual meeting of Unit Owners, his successor shall be elected to serve a term of two (2) years. The Executive Board members shall hold office until their successors have been elected and qualified.

(b) At any vote for membership on the Executive Board, each Unit Owner, including the Declarant, shall be entitled to vote in accordance with Article III Section 5 hereof for each vacancy to be filled.

(c) At any meeting for the filling of a vacancy on the Executive Board, any Unit Owner may be nominated. If more than twice the number of candidates to be elected at such meeting are nominated, there shall be two (2) ballots. At the end of the first ballot, the field of nominees shall be reduced so that there are not more than twice the number of candidates remaining on the ballot as there are vacancies to be filled. Those candidates receiving the fewest number of votes shall be eliminated from the ballot. A second ballot shall be held, and the candidates receiving the greatest number of votes shall be elected. If there are not more than twice the number of nominees for the number of positions to be filled, then there shall be one ballot and the candidates receiving the greatest number of votes shall serve on the Executive Board.

Section 6 - Removal of Members of the Executive Board. At any regular or special meeting of the Association, any one or more Members of the Executive Board, excepting those appointed by the Declarant, may be removed with or without cause by a majority of the votes of all Unit Owners and a successor shall be elected immediately by the Unit Owners to fill the vacancy. Any Member of the Executive Board whose removal has been proposed by the Unit Owners shall be given an opportunity to be heard at the meeting.

Section 7 - Vacancies. Vacancies in the Executive Board caused by any reason except removals in accordance with Article IV

Section 6 above, and subject to the terms of Article IV Section 4 above, shall be filled by a majority of the votes of the remaining members of the Executive Board at a special meeting of the Executive Board held for that purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than an Association quorum. Each person so elected shall be a member of the Executive Board for the remainder of the term being filled until his successor shall be elected.

Section 8 - Meetings of the Executive Board: Notice. The first meeting of the Executive Board following the first meeting, annual or special, of the Association shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Unit Owners at their annual meeting and no notice shall be necessary. Thereafter, regular meetings of the Executive Board may be held at such time and place as shall be determined from time to time by a majority of the members of the Executive Board, but at least two (2) meetings shall be held each year. Notice of regular meetings of the Executive Board shall be given to each member of the Executive Board by mail or telegram at least three (3) business days prior to the day of the meeting. Special meetings of the Executive Board may be called by the President on three (3) business days notice to each Executive Board member given by mail or by hand delivery. Special meetings of the Executive Board shall be called by the President or the Secretary in like manner and on like notice on the written request of at least two (2) members of the Executive Board. Any member of the Executive Board may, at any time, waive notice of any meeting of the Executive Board in writing and such waiver shall be deemed, equivalent to the giving of notice. Actual attendance by a member of the Executive Board at any meeting shall constitute a waiver of notice of the time and place thereof.

Section 9 - Quorum of the Executive Board. At meetings of the Executive Board, a majority vote of the members thereof shall constitute a valid action of the Executive Board. If, at any meeting of the Executive Board at which there shall be less than a quorum of two (2) members present, the meeting shall be adjourned to a new date. At any such reconvened meeting at which a quorum is present, any business which may have been transacted at the adjourned meeting may be then transacted without further notice.

Section 10 - Place of Meetings. Except during the period that the Executive Board is composed of members appointed by the Declarant, meetings of the Executive Board shall be held in Peters Township, Washington County, Pennsylvania, or at such place as the Executive Board may determine.

Section 11 - Effect of Presence at Meetings. Any member of the Executive Board present at any meeting thereof shall be deemed to have assented to any action taken at such meeting unless such

member's dissent is entered on the minutes of the meeting or unless such member files a written dissent with the Secretary at or immediately following the adjournment of the meeting, provided that no member may dissent from any action for which such member voted at the meeting. In the absence of a meeting, unanimous consent in writing by all members of the Executive Board shall be deemed to be official action duly taken.

Section 12 -- Election, Duties, etc., of Officers. Officers of the Executive Board shall be elected by the Executive Board and shall have duties in accordance with the following:

At the first meeting of the Executive Board, and at the meeting of the Executive Board following the first Annual meeting of the Association and at the meeting of the Executive Board following each annual meeting of Association thereafter, the Executive Board shall elect a President, a Vice President and Treasurer and a Secretary. This office of Secretary and Treasurer may be filled by the same person. The Executive Board may also designate an assistant-secretary or assistant-treasurer, who need not be Board Members. The offices of President and Secretary shall not be filled concurrently by the same person.

Section 13 - Term. The officers shall serve until the next meeting of the Executive Board following the annual organization Meeting and until their successors are elected.

Section 14 - Vacancies. A vacancy in any office by reason of death, resignation, removal or otherwise, shall be promptly filled by the Executive Board.

Section 15 - President. The President shall be the chief executive officer of the Association, shall preside at all meetings of the Association and of the Executive Board and shall have all powers and duties customarily vested in chief executive officers, including the power to appoint special or standing committees, with the consent of the Executive Board. Such committee shall report to that Executive Board.

Section 16 - Vice-President. The Vice-President shall act on behalf of the President if he is absent or unable to serve.

Section 17 - Treasurer. The Treasurer shall be the chief financial officer of the Association, and shall have charge and custody of the funds of the association. The Treasurer shall keep detailed books and records of all assets, liabilities, receipts and expenditures of the Executive Board and of the Association, including without limitation, expenditures affecting the Common Elements, specifying and itemizing the maintenance, repair and replacement expenses of the Common Elements and any other expenses incurred. The Treasurer shall keep an accurate record of Common Expenses assessed by the Executive Board against the Units and of

the payment thereof. The Treasurer shall deposit the funds of the Association in the name of the Association in such depositories as the Executive Board shall direct. On request the Treasurer shall provide an accounting of all transactions as Treasurer and of the financial condition of the Association, and in general shall have the powers and duties customarily vested in chief financial officers.

Section 18 - Secretary. The Secretary shall be responsible for giving of requisite notices and for keeping the minutes of all meetings of the Association and of the Executive Board. The Secretary shall maintain records containing the calls, notices, waivers of notice and minutes of all meetings of the Association and of the Executive Board, all proxies, and shall maintain the voting list required by these By-Laws and a list of all addresses submitted for notice purposes. The Secretary shall prepare; certify and record amendments to the Declaration on behalf of the Association. The Secretary shall be the custodian of all the books and records of the Association other than those placed in the custody of the Treasurer and, in general, shall have the powers and duties customarily vested in corporate secretaries.

Section 19 - Compensation. No officers or assistant officer of the Association shall be compensated for acting as such, but may be reimbursed for any out-of-pocket expenses, except that the Secretary and/or Treasurer may be compensated for their services if the Executive Board determines that such compensation is appropriate.

Section 20 - Execution of Instruments. No agreement, deed, lease, check or other instrument, including Amendments to the Declaration, shall be binding upon the Association unless entered into on behalf of the Association and executed by two (2) officers of the Association pursuant to a resolution of the Executive Board. The subsection shall not apply to Amendments necessitated by the exercise of Special Declarant Rights.

#### ARTICLE V - LIABILITY AND INDEMNIFICATION

Section 1 - Liability of Executive Board and Officers. The members of the Executive Board and Officers of the Association, including those selected by the Declarant, shall not be liable to the Unit Owners for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The members of the Executive Board shall have no personal liability with respect to any contract made by them on behalf of the Association except as Unit Owners; provided, however, and notwithstanding any other provisions hereof, that members of the Executive Board appointed by the Declarant shall be liable, in accordance with Section 3303 of the Act, to the Unit owners as fiduciaries thereof. At the option of the Executive Board, agreements made by the Executive Board on behalf of the Association

may provide that the members of the Executive Board shall have no personal liability thereunder and shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interest of all Unit Owners in the Common elements.

Section 2 - Indemnification. The Association and/or the Unit Owners shall indemnify, protect and hold harmless any member of the Executive Board or officer of the Association, including those selected by the Declarant, and his personal representatives, subject however to Section 3303 of the Act, from and against any and all personal liability and all expenses including counsel fees incurred or imposed, or arising out of or in settlement of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, instituted by any one or more Unit Owners or any other persons or entities, to which such member of the Executive Board or officer shall be made a party. In the event that such liability or expense shall be attributable to his willful misconduct, gross negligence or bad faith, the foregoing shall be inapplicable. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board Member or officer may be entitled as a matter of law, agreement or vote of Unit Owners or of the Executive Board, or otherwise. The indemnification by the Association shall be paid by the Executive Board and shall constitute a Common Expense.

Section 3 - Purchase of Liability Insurance. The Association may purchase and maintain insurance on any present or former member of the Executive Board or Officer of the Association for any liability asserted against him and incurred by him in any such capacity or arising out of his status whether or not the Association would have the authority to indemnify him for such liability under the provisions of this Section.

Section 4 - Fidelity Bonds. The Association shall purchase and maintain fidelity bonds for all Executive Board Members, Officers and employees of the Association responsible for Association funds. The form and amounts of such fidelity bonds shall be determined by the Executive Board.

ARTICLE VI - COMMON EXPENSES - ASSESSMENTS

Section 1 - Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise determined by the Executive Board; provided, however, that the first fiscal year of the Association may begin at any time and close at the end of the calendar year.

Section 2 - Determination of Common Expenses. With the exception of the annual budget for the first fiscal year of the Association, not less than forty-five (45) days before the

beginning of each fiscal year of the Association, the Executive Board shall adopt an annual budget for such fiscal year which shall contain an amount estimated to be necessary to pay all Common Expenses of the Association, including all costs of operation of the Condominium and reasonable amounts for working capital; general operating reserves and reserves for contingencies and replacements. In preparing this budget, the Executive Board shall consider any surplus funds estimated to be available from the current year and credit such surplus funds to the Unit Owners to reduce their respective future Common Expenses Assessments. Such budget shall constitute the basis for determining each Unit Owner's Assessment for Common Expenses, subject to Section 3303 of the Act.

Section 3 - Revision of the Annual Budget. The Executive Board may make revisions to the annual budget and the Assessments as it determines appropriate.

Section 4 - Delivery of Budgets. With the exception of the annual budget for the first fiscal year of the Association, a copy of each annual budget shall be delivered to each Unit Owner not less than thirty (30) days prior to the beginning of each fiscal year. A copy of all revisions of the annual budget shall be delivered to each Unit Owner within fifteen (15) days after adoption by the Executive Board. All such budgets shall set forth in reasonably detailed form a breakdown of the Common Expenses of the Association and the Assessment For each Unit Owner.

Section 5 - Assessment and Payment of Common Expense. Promptly following such determination of the Common Expenses or revision thereto, the Executive Board shall assess against each Unit Owner his share of the Common Expenses. A Unit Owner's obligation to pay Assessments under this Section shall not abate due to any interruption in the Unit Owner's occupancy of his Unit or access to the Common Elements.

Section 6 - Special Assessments. The Executive Board may levy a Special Assessment for extraordinary expenditures at any time, which shall be assessed against each Unit Owner in proportion to their Percentage Interests, and which is payable in a lump sum or as the Executive Board may determine. The Executive Board shall give each Unit Owner notice of such Special Assessment giving the amount and reasons there for, and such Special Assessment shall, unless otherwise specified in the notice, become payable with the next monthly Common Expense Assessment which is due no more than ten (10) days after delivery of such notice of Special Assessment.

Section 7 - Personal Liability. All sums duly assessed or fines and charges duly imposed against any Unit pursuant to the Declaration, these By-Laws or the Rules and Regulations, if any, shall constitute the personal liability of the Owner of the Unit so assessed or charged.



Section 8 - Interest. Any Assessment or installment thereof or any fine or charge not paid when due shall bear interest at the rate of fifteen percent (15) per year.

Section 9 - Lien for Assessments. The Association shall have a lien on a Unit for any Assessment levied against the Unit from the time the Assessment becomes due, together with any interest payable pursuant hereto. The Association's lien may be foreclosed in like manner as a mortgage on real estate. If an Assessment is payable in installments; the full amount of the Assessment becomes effective as a lien from the time the first installment thereof becomes due. In accordance with the provisions of Section 3315 of the Act, such lien shall be prior to all other liens and encumbrances on a Unit except:

(a) Liens and encumbrances recorded before the recordation of the Declaration.

(b) Mortgages and deeds of trust on the Unit securing first mortgage holders and recorded before the due date of the Assessment or the due date of the first installment payable on the Assessment.

(c) Liens for real estate taxes and other governmental assessments or charges against the Unit.

Notwithstanding anything to the contrary contained herein and to the extent permitted by the Act, the lien for any annual assessment is hereby subordinated in time, lien and priority to any first lien mortgage of a Mortgagee.

Section 10 - Collection of Delinquent Assessments. The Executive Board shall take prompt action to collect Assessments for Common Expenses or any installment thereof, together with accrued interest, which remain unpaid for thirty (30) days after the date on which payment of such Assessment or installment thereof became due. Any such delinquent Assessment together with any accrued interest may be enforced by suit of the Executive Board acting on behalf of the Association. The delinquent Unit Owner and others liable for payment of Assessments and interest shall pay and the Executive Board shall be entitled to collect (from the sale of the Unit, or otherwise) the amount of the Assessment and the interest as well as (a) all expenses of the Executive Board, including reasonable attorney's fees, incurred in the collection of the delinquent Assessment by legal proceedings or otherwise, and (b) any amounts paid by the Executive Board for taxes or on account of superior liens or otherwise to protect its charges against the Unit, which expenses and amounts, together with accrued interest, shall be deemed to constitute part of the delinquent Assessment and shall be collectible as such.

Section 11 - Statements of Unpaid Assessments. The Executive

Board shall furnish to a Unit Owner upon written request a recordable statement setting forth the items specified in Section 3407 of the Act, including the amount of unpaid Assessments currently levied against his Unit. The statement shall be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Executive Board and every Unit Owner.

Section 12 - Date of Commencement of Monthly Assessments; Due Dates. Declarant shall pay all of the expenses of the condominium pursuant to Section 3314 of the Act until such time as fifty percent (50%) of the units are sold by Declarant, at which time the monthly assessments provided for herein shall commence. Declarant reserves the right to continue to pay the expenses after fifty percent (50%) of units are sold, so long as Declarant chooses to do so. The first monthly assessment shall be adjusted according to the number of months remaining in the fiscal year. Written notice of the annual assessments shall be sent to every Unit Owner subject thereto. The due dates shall be established by the Executive Board, and, unless the Executive Board otherwise provides, 1/12 of the annual Assessment shall be due on the first day of each month.

#### ARTICLE VII - USE AND MAINTENANCE OF THE PROPERTY

Section 1 - Use of the Property. The use of the Units and of the Common Elements shall be only in accordance with the provisions of (i) the Act, the Declaration, the Plats and Plans, these By-Laws and the Rules and Regulations, if any; (ii) all other applicable provisions of law, and of any rules, regulations, orders, decrees or requirements of any governmental or quasi-governmental body or agency or board of fire underwriters; (iii) any covenants conditions and restrictions in the deed of any Unit; and (iv) the Declaration of Covenants, Conditions and Restrictions of the Rules and Regulations. No Person shall create a nuisance on the Property or engage in any use or practice which unreasonably interferes with the peaceful possession or proper use of any of the Units or of the Common Elements. No Unit Owner shall without prior written consent of the Executive Board (i) make any installation which extends beyond the physical limits of his Unit into the Common Elements; (ii) paint or otherwise alter the structure, form or appearance of the exterior portion of any wall, window, door or other portion of the Property which is visible from outside of such Units; or (iii) except as permitted by the Declaration, place any sign, notice, advertisement or the like on any part of the Condominium which is visible from outside of such Unit other than a "for sale" sign which may be displayed, provided it be no larger than two (2) feet in width by four (4) feet in length. The sign and its location must be approved in writing by the Executive Board prior to display. All "sold signs" must be removed within two (2) weeks of the sale. No Unit Owner shall do any work or any other act which would jeopardize the soundness or safety of the Condominiums or any part thereof, or impair any easement or hereditament without the

unanimous consent of the Unit Owners effected thereby.

Section 2 - Responsibility for Maintenance of Units. Each Unit Owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs and replacements of all property and fixtures within his Unit, including the replacement of glass panes in windows and sliding doors, maintaining and repairing any heating, ventilating or air conditioning equipment located outside the unit which serves only his unit, including the concrete pad upon which such equipment may rest; provided, however, such maintenance, repairs and replacements as may be required for the functioning of the Common Elements air conditioning and heating system and the plumbing (but not the fixtures) within the Unit and for the provision of utility service to the Unit, shall be furnished as part of the Common Expenses; maintenance, repairs and replacements of flooring, trim, refrigerators ranges, and other kitchen appliances and lighting fixtures and facilities and bath fixtures and other appliances, shall be at the expense of such Unit Owner. Each Unit Owner shall also be responsible for the maintenance and repair of all windows of his Unit, all doors, including the doors leading onto the balcony, deck or patio, if any, adjacent to or servicing his Unit, and all garage doors; provided, however, such windows, doors, balcony, deck and/or patio shall be replaced and repainted in a manner consistent with the uniform appearance of the exterior of the Building.

Section 3 - Maintenance of Common Elements and Limited Common Elements. Maintenance, repairs and replacements of the Common Elements and Limited Common Elements shall be furnished by the Association as part of the Common Expenses.

Section 4 - Damage by Negligent Acts. If due to the negligent act or omission of a Unit Owner, or a Resident, or of a member of the family or household pet or of a guest or invitee or other authorized occupant or visitor of such Unit Owner or Resident, damage shall be caused to the Common Elements or to a Unit or Units owned by others, for which maintenance, repairs and replacements shall be required which would otherwise be a Common Expense, then such Unit Owner shall pay for the damage, repair and replacement, as may be determined by the Executive Board.

Section 5 - Maintenance of Equipment, Fixtures, etc. To the extent that equipment, facilities and fixtures within the Unit or Units shall be connected to similar equipment, facilities or fixtures affecting or servicing other Units or the Common Elements, then the use thereof by the individual Unit Owners shall be subject to the control of the Association in accordance with Section 3307 of the Act, the authorized representatives of the Executive Board, shall be entitled to reasonable access to the individual Units as may be required in connection with maintenance, repairs, or replacements of or to the Common Elements or any equipment, facilities or fixtures affecting or serving other Units or the

Common Elements, including the Association's private waterline.

Section 6 - Decorating and Maintenance of Units. Each Unit Owner shall furnish and be responsible for, at his own expense, all of, the decorating within his own Unit, including painting, wall papering, washing, cleaning, panelling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating after the original paint and floor covering. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors and ceilings, which constitute the exterior boundaries of his Units; Each Unit Owner shall maintain the interior surfaces in good condition at his sole expense. Each Unit Owner shall have the right to decorate such interior surfaces as he may see fit and at his sole expense. The surfaces of all windows forming part of the perimeter wall of a Unit shall be cleaned or washed at the expense of each respective Unit Owner. Decorating of the Common Elements and any re-decorating of Units to the extent made necessary by any damage due to work on the Common Elements by the Association, shall be furnished by the Association as part of the Common Expenses. However, notwithstanding the above provisions, in order to provide uniformity of exterior appearance, the reverse side of all indoor drapes, curtains and blinds must be uniform color among all units in each Building and approved by the Executive Board of the Condominium Association.

Section 7 - Condition of Property. No Unit Owner shall permit trash, debris, tools, parts or other material to be stored or accumulated in such a way as to detract from the appearance of the Condominium. No Unit Owner shall (a) permit any motor vehicle, trailer or other conveyance to be parked on any portion of the Condominium if such vehicle, trailer or other conveyance is not fully operable and licensed and inspected for current legal operation, or (b) use any portion of the Condominium for the repair of any motor vehicle, trailer or other conveyance, except immediate emergency repairs. No trucks, mobile homes, boats, motorcycles, or commercial vans shall be parked or stored in the Condominium. Such restriction shall not prevent the temporary parking of commercial vehicles for purposes of loading, unloading or necessary construction work. Compliance with the requirements of any governmental or quasi-governmental body or agency for maintenance, modification, repairs of, or additions to the Condominium shall be the responsibility of the party who has the obligations under this Section to maintain and repair the portions of the Condominium affected thereby. Garages shall be used for the storage of motor vehicles. Garage doors shall be kept closed when not necessarily open for usage, cleaning or loading. If a Unit Owner has only one vehicle the other garage may be utilized for other purposes consistent with the Declaration and these By-Laws.

Upon failure of any person to comply with the foregoing provisions, the Executive Board may, after notice to the

Unit Owner, take such action as may be necessary to effect compliance with the foregoing and assess the costs thereof to such Unit Owner.

Section 8 - Increase in Insurance Cost. No Unit Owner shall use his Unit or the Common Elements in a manner so as to cause an increase in the cost of insurance maintained by the Executive Board on the Condominium. Any Unit Owner responsible for such an increase shall be liable to the Executive Board for any such increase resulting from the use of his Unit or of the Common Elements.

Section 9 - Right of Access to Unit: Costs. The Association shall have right of access to Each Unit to (i) inspect the unit; (ii) remove, correct or abate violations under the Act, the Declaration, the By-Laws, any Rules and Regulations promulgated by the Association, or of law, or of any rules, regulations, orders, decrees or requirements of any governmental or quasi-governmental body or agency or board of fire underwriters; (iii) make such repairs to the Unit as are reasonably necessary for public safety or to prevent damage to other Units or to the Common Elements; and (iv) maintain, repair or replace the Common Elements contained therein. The costs of removing, correcting or abating any such violations under this subsection and of making any such repairs to Units shall be charged to the Unit Owner. Requests for access shall be made in advance, except in cases of emergency when such right of access shall be immediate, whether or not the Unit Owner is present. If damage is inflicted on the Common Elements or any Unit through which access is taken, the Unit Owner is responsible for the damage if the action is taken to cure a violation, otherwise the cost of repair of such damage shall be a Common Expense.

Section 10 - Additions, Alterations of Improvements to Units. No additions, alterations, or improvements may be made to any Unit which might affect the structural integrity of the Building. No structural additions, alterations or improvements may be made to any Unit without the prior written approval of the Executive Board, which shall not be withheld unreasonably. If the change as approved will result in rendering inaccurate the description of that Unit as reflected on the Plats and Plans, such change shall not be undertaken until the Plats and Plans have been amended at the expense of the Unit Owner. Request for Executive Board approval shall be accompanied by detailed plans and specifications showing the proposed additions, alterations or improvements and shall name the contractor's and subcontractors to be employed. The Executive Board shall act upon requests for approval within thirty (30) days after receipt thereof, and shall be deemed to have acted favorably in cases where no response is forthcoming within that period. Application to any governmental authority for necessary permits shall be made only by the Executive Board as agent for and at the expense of the Unit Owner, while incurring no liability to such authority or to any contractor, subcontractor or materialman or to

any person having any claim for injury to person or damage to property from such work. This subsection shall not apply to any additions, alterations or improvements necessitated by the exercise of Special Declarant Rights.

Section 11 - Leases of Units. A Unit may be leased subject to the provisions of the Declaration.

Section 12 - Mechanics' Liens Against Units. Any mechanics' lien arising as a result of repairs to or improvements of a Unit by a Unit Owner shall be a lien only against such Unit. Any such mechanics' lien arising as a result of repairs to or improvements of the Common Elements, if authorized in writing pursuant to a resolution of the Executive Board, shall be a Common Expense and until so paid shall be liens against each Unit in a percent equal to the Percentage Interest thereof.

#### ARTICLE VIII - INSURANCE

Section 1 - Property Insurance. The Association shall maintain property insurance on the Common Elements and Units exclusive of improvements and betterments installed in Units by Unit Owners, insuring against fire and extended coverage against all risk of direct physical loss commonly insured against. The total amount of insurance after application of any deductibles shall be eighty percent (80%) of the actual cash value of the Condominium exclusive of land, excavations, foundations and other items normally excluded from property.

Section 2 - Comprehensive General Liability Insurance by the Association. Comprehensive general liability insurance shall be maintained in the amount of One Million Dollars (\$1,000,000.00) and shall include provision for medical payments in the amount of Ten Thousand Dollars (\$10,000.00) per person and One Hundred Thousand Dollars (\$100,000.00) per accident. This insurance shall cover all occurrences commonly insured against for death, bodily injury and property damages arising out of or in connection with the use, ownership or maintenance of the Common Elements.

Section 3 - Policy Requirements. Insurance policies carried pursuant to subsections (1) and (2) must provide that:

(a) each Unit Owner is an insured person under the policy with respect to liability arising out of his ownership of an undivided interest in the Common Elements or membership in the Association;

(b) the insurer waives its right to subrogation under the policy against any Unit Owner or member of his household;

(c) no act or omission of 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;

(d) if, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same property covered by the policy, the Association policy will be primary insurance not contributing with Unit Owner insurance;

(e) the insurance may not be canceled until thirty (30) days after notice of the proposed cancellation has been mailed to the Association, each Unit Owner and each mortgagee or beneficiary under a deed of trust.

Section 4 - Unit Owner's Insurance Coverage. An insurance policy issued to the Association shall not prevent a Unit Owner from obtaining insurance for his own benefit.

Section 5 - Workmen's Compensation and Fidelity Insurance Coverage. The Executive Board shall carry workmen's compensation and fidelity insurance covering such officers, directors, employees and agents of the Executive Board and of the Association and in such amounts as the Executive Board shall deem appropriate.

Section 6 - Miscellaneous Insurance Coverage. The Executive Board shall maintain any other insurance coverage it deems necessary and appropriate to protect the Association and the Unit Owners including but not limited to Officers Liability Insurance concerning the Association's Executive Board and/or Officers.

#### ARTICLE IX - BOOKS, RECORDS AND REPORTS

Section 1 - Maintenance of Books and Records. The Executive Board shall maintain or cause the proper Officers to maintain current books and records which reflect fully the operations, proceedings and financial condition of the Association and the operation and condition of the Property. Such books and records shall include, without limitation, Declaration, By-Laws, Rules and Regulations, if any, and any amendments thereto, the books and records to be maintained by the Treasurer and the Secretary and the voting list to be maintained by the Secretary. Further, such books and records shall be sufficient for the Association to provide the resale certificate as required by Section 3407 of the Act.

Section 2 - Access to Books and Records. Such books and records shall be kept at the Property, or at such other location as the Executive Board may from time to time determine, and shall be available for examination during regular business hours by the Unit Owners.

Section 3 - Notices. All notices or communications hereunder shall be in writing and shall be sent by first class mail, postage

prepaid or delivered personally, addressed as follows (i) to the Executive Board, at such address as the Executive Board may from time to time designate by written notice to all Unit Owners; (ii) to the Association of Unit Owners, in care of the Executive Board at the same address; and (iii) to the Unit Owners, at their respective Units or at such other addresses as they may from time to time designate by written notice to the Executive Board. All notices shall be deemed to have been given when mailed except notices of change of address which shall be deemed to have been given when received.

Section 4 - Effective Date. These By-Laws shall become effective when the Declaration and the Plats and Plans have been duly recorded.

Section 5 - Headings. The headings herein are for reference only and shall not affect the meaning or interpretation of these By-Laws.

Section 6 - Invalidity. If any provisions of these By-Laws is determined to be invalid, the determination shall not effect the validity or effect of the remaining provisions hereof.

Section 7 - Conflicts. The Act and the Declaration shall control in case of any conflict between these By-Laws and any Rules or Regulations established pursuant thereto. As between the By-Laws and the Rules and Regulations, the former shall prevail.

Section 8 - Gender. The Use of the masculine gender in these By-Laws shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

Section 9 - Noncompliance and Waiver. Failure to comply with the Declaration, these By-Laws, the Rules and Regulations, if any, or the covenants, conditions and restrictions set forth in the Declaration and the Act, as any of the same may be amended, shall be grounds for an action for the recovery of damages (including the costs incurred by the Executive Board in taking any action necessary to correct the remedy such failure and attorneys' fees) or for injunctive relief, or both, maintainable by the Executive Board on behalf of the Association or, in a proper case, by an aggrieved Unit Owner or by a mortgagee. The Executive Board shall have the right to do any work and to take any steps necessary to correct or prevent any failure to comply, including the right to enter a Unit at all reasonable times to do so; the expenses thereto, and of any action undertaken by the Executive Board as aforesaid together in each case with interest at the maximum rate permitted by law shall be assessed by the Executive Board against the Unit Owner and shall be collectible and enforceable in accordance with the provisions hereof and of the Act. No restriction, condition, obligation or provision contained in these



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By-Laws, the Declaration, the Rules and Regulations, if any, or in the deed conveying any Unit shall be deemed to have been abrogated or waived by reason of any failure, single or multiple, to enforce the same.

Section 10 - Avoidance of Liens and Notices of Liens and Suits. Each Unit Owner shall pay all charges, claims, taxes or assessments against his Unit for which a lien could be filed before they shall become delinquent and prior to the time when any lien could attach, and shall, within five (5) days of receipt of notice or of actual knowledge of the attaching of any lien (except a mortgage covering a Unit) or the filing of any suit or other proceeding against the Unit, give the Executive Board written notice thereof. The Executive Board may, but shall not be obligated to, advance any sums necessary to prevent the attaching of any lien against any Unit, (except a mortgage covering a Unit) and any amounts so advanced shall bear interest at the maximum rate permitted by law and shall be promptly assessed by the Executive Board against the Unit Owner and shall be collectible and enforceable in accordance with the provisions of the Act.

Section 11 - Common Expenses Payable by the Declarant. Following and commencing with the first closing, the Unit Owners to whom titles shall have been conveyed shall be responsible for their proportionate shares of Common Expenses based on their Percentage Interests in the Common Elements, and as set forth in the Declaration subject to the provisions of Article VI, Section 12 herein, and Section 3314 of the Act.

#### ARTICLE X - AMENDMENTS

Section 1 - Amendment. These By-Laws may be amended from time to time by a resolution duly adopted at any duly convened regular or special meeting of the Association by the affirmative vote of at least sixty-seven percent (67%) of Unit Owners present including any Units owned by Declarant, provided all Unit Owners have been given at least twenty (20) days prior notice of the proposed amendments. Declarant shall have first consented in writing to any amendment which would affect any right given to Declarant by the Declaration or by these By-Laws.

Section 2 - Notice to Mortgagees and Unit Owners. No amendments of these By-Laws shall be adopted without twenty (20) days prior written notice to any Mortgagee holding mortgages which comprise the first liens on five (5) or more Units, whose written approval shall be required for any amendment, such approval not to be withheld unreasonably. The failure of a Mortgagee to file objections to a proposed amendment within twenty (20) days of receiving notice shall be deemed an approval by the Mortgagee.

# Project Manual

## Lake Side Steps Design

Waters Edge Condominiums  
McMurray, Pennsylvania

Spring 1996

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## WATERS EDGE LAKESIDE STEPS

### LICENSE AGREEMENT

This Lakeside Steps License Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 19\_\_, by and between Waters Edge Condominium Association (the "Association") and \_\_\_\_\_ ("Licensee") having an address of \_\_\_\_\_

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Whereas, Licensee is the owner or contract purchaser of a certain condominium parcel within the Waters Edge Condominium Development (the "Condominium") in McMurray, Pennsylvania, described as:

Unit No. \_\_\_\_\_ of Waters Edge Condominium; and

Whereas, Association is the owner of the common elements within the Condominium and charged, with the control and regulation thereof; and

Whereas, Licensee desires to construct and maintain Lakeside steps on a portion of the common elements of the Condominium; and

Whereas, The Association has agreed to grant to Licensee the right to construct, use and maintain such steps on a portion of the common elements of the Condominium, provided and so long as Licensee complies with the terms and provisions of this Agreement.

Now Therefore, in consideration of the mutual covenants and obligations contained herein, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Grant of License. Association hereby grants unto Licensee the right to construct, use and maintain Lakeside steps constructed in accordance with provisions of Section 3 hereof (the "Steps"), together with a license for the installation, subject to the terms and provisions set forth herein. The license granted herein is non-exclusive, personal, revokable, and unassignable privilege to construct, maintain and use the Steps and is not a grant of an interest in any property of the Association. It is understood that the Association shall have the right to enter into license agreements with other unit owners of the Condominium for such other steps.

2. Term. This license shall remain in effect until the earlier of the following:

a. termination as set forth herein, or

b. upon the sale or transfer by deed or otherwise of legal or equitable title to the Unit or any interest therein. Notwithstanding anything herein to the contrary, Association hereby agrees that upon the sale or transfer by deed or otherwise of the Unit, provided this Agreement is in good standing and Licensee is not in default hereof, the transferee (including a foreclosing mortgagee of the Unit or good faith purchaser at a foreclosure sale) shall automatically be entitled to the continued use of this license; to use and maintain the Steps, upon execution by such transferee of a new license agreement under the terms, conditions and rules then regulating the use of such license. In the event such transferee of the Unit is unwilling to execute a new license agreement for the use of the Steps, Licensee shall remove steps at his expense and restore property to its original condition. Association shall be entitled to charge a reasonable fee for the preparation of each new License Agreement and for the approval of each licensee.

3. Lakeside Steps. The proposed location, size, design, appearance, construction and builder of the Steps, together with detailed plans and specification for such steps, shall be subject to the prior written approval of the Board of the Association. Construction of said steps may not commence until such time as the Board has issued its written approval and the plans for such Steps are according to approved specifications.

4. Costs. Licensee shall be responsible for and pay all costs of construction of the Steps, together with all costs of use, maintenance, repair and replacement thereof. Licensee shall also pay or reimburse Association for all taxes assessed, if any, with respect to such Steps. Licensee shall also pay or reimburse Association for all costs and expenses incurred as a result of the construction, maintenance and use of the Steps and adjacent common elements of the Association.

5. Maintenance. Throughout the term of this Agreement, Licensee shall, at its sole cost and expense, maintain the Steps in good and well kept condition. All repairs to the Steps shall be in accordance with the approved plans and specifications for such Steps. Any replacement of the Steps shall be subject to the prior written approval of the Board.

6. Use. The Steps are for the non-profit, private use by the Licensee. The use of the Steps shall be such that they do not interfere with the reasonable use and enjoyment by adjacent owners and other owners of their property and the common elements of the Association.

7. Rules and Regulations. Licensee agrees to comply with all rules and regulations now and hereafter promulgated by the Association with respect to the Steps.

8. Insurance. In connection with the construction, maintenance and use of the steps, Licensee shall obtain and maintain throughout the term of this license, at Licensee's sole cost and expense, such policies of insurance as shall be required by Association, including but not limited to: general comprehensive liability with minimum limits of \$1,000,000 per occurrence, and property damage. Prior to commencement of construction of the Steps, Licensee shall provide proof of such insurance to Association before construction of the Steps.

9. Applicable Laws. Licensee shall construct, maintain, repair and use of the steps be in accordance with all applicable federal, state and local laws and regulations and applicable insurance requirements.

10. Indemnification. Licensee hereby indemnifies, defends, and holds harmless Association from and against all cost, expenses, claims and liability relating to the construction, maintenance and use of Steps and any loss, injury, damage or other occurrences to any person or property. Association shall not be liable for any injury to any persons or property occurring on or about the Steps.

11. Termination. In the event that Licensee fails to comply with any of the terms of this Agreement, Licensee shall be considered in default hereof and Association shall give to Licensee at least a (15) fifteen days written notice to cure such default. In the event Licensee fails to cure such default within said period of time, Association shall have the right to cure such default and Licensee shall be liable for all costs incurred by Association in curing such default, and Association shall have the right to automatically terminate this Agreement without further notice and Licensee shall not be permitted to use such steps. In the event of termination of this license, Association shall have all rights and remedies available under Pennsylvania Law and equity including, but not limited to: injunctive relief, damages and right removal of steps at the expense of Licensee. Licensee shall not, under any circumstances, be entitled to recover from Association any of its cost or expense incurred in constructing, using or maintaining the Steps.

12. Assignment. The license herein granted is personal to the Licensee and may not in any manner be sold, pledged or encumbered, and any attempt to do so shall be automatically null and void. Association may assign its interest in and under this Agreement, without Licensee's consent, in connection with any conveyance, transfer, assignment, pledge or encumbrance by Waters Edge Condominium Association of any interest in any Condominium property.

13. Waiver. The waiver or forbearance by Association of the enforcement of any of their rights or remedies under this agreement shall not constitute a continuing waiver or a waiver of any other right or remedy provided for in this Agreement.

14. Severability. In the event any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be undisturbed and remain in full force and effect.

15. Litigation. In the event of litigation arising hereunder, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred, including those for appeals.

16. Interpretation. If more than one party signs this Agreement as Licensee, both or all of such parties shall be jointly and severally liable for the performance of all obligations of Licensee hereunder and shall be bound by all of the terms and provisions hereof. This Agreement shall be interpreted in accordance with and governed by the laws of the Commonwealth of Pennsylvania.

17. Notices. Any notices required to be given hereunder shall be by Certified Mail, Return Receipt Requested, or by Express Mail, or overnight courier service addressed to the parties at the addresses set forth above or as otherwise notified by such party in writing and shall be deemed given two (2) days after deposit in the U.S. mail postage prepaid, if by Certified Mail, or the day following delivery to the Express Mail or express courier service.

18. Recording. This Agreement shall not be recorded in any office or place of public record and any action in violation of this provision by Licensee shall be deemed to be a default hereunder and shall permit Association to immediately, and without further notice, terminate this License Agreement.

19. Entire Agreement. This Agreement and all its documents referred to herein constitute the entire understanding between the parties regarding the Steps. No representations, except as herein expressly set forth have been made by any party to the other with respect to the matters referred to herein. This Agreement cannot be amended or modified except by a writing signed by Licensee and Association during the term of this Agreement, which writing specifically states that it is an amendment or modification hereto.

In Witness Whereof, the parties hereto have signed and sealed this instrument on the date first above written.

\_\_\_\_\_

Witness

\_\_\_\_\_

Licensee

\_\_\_\_\_

Witness

\_\_\_\_\_

Licensee

Waters Edge Condominium Association

\_\_\_\_\_

Witness

By \_\_\_\_\_

President