COMMERCIAL PROPERTY INFORMATION SHEET
This form recommended and improved for, but not restricted to use by, the members of the Permsylvania Association of Realises» (PAR).

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(PROP)	ERTY601	7th Ave	enue, Altoona,	PA 16602				
OWNE	ER	610 7th SI	reet, LLC					-
s right of 1	PUYET MAY WIS	n to ontai	n. Unis Stateme	narket the Property. Tent is not a warranty state broker, or their a	of any kind	nt is not a substitu by Owner or a wa	ite for any in rranty or rep	nspections or warrantic presentation by any listin
7 Propert		Office Hospitality	□Retail	□ Industrial ❷ Other: <u> </u>	□ Multi-fam	ily □fand	□Instit	utional
othe	NER'S EXPI	CRTISE (to the cons	Owner does not druction and co	t possess expertise in inditions of the Propo	contracting, city and its in	engineering, envi	ronniental as opt as follow	ssessment, architecture, a
2. OCC	CUPANCY D b, when did you CRIPTION	o you, Ow Hast occup	ner, currently c by the Property	ecupy the Property?	Yes	□No		
	Land Area;							
	Dimensions:							
(C) (D)	Dillipo,							
	CONTRACTOR CONTRACTOR	TIVE LIGHT						
(A) , (B) l	Age of Propert	y;			Additions			
4	kooi L. Age of roof				_ ⊠ Unkno			
4	Type of roc	it(s): R	66e			own		
3	Has the roo	f been repl	aced or repaire	d during your owner	ship?	Yes DNo		
4	Has the roo	f ever leak	ed during your	ownership?	es 🗆 No	ALCOHOL:		
F	Exulain anv ve	s answere i	orobiems with t	he roof, gutters, or described	nwnsponts?	☐ Yes Wind)	
			TOO BITCHI MIS	Section.				
(C) S	Structural Hems	s, Basemer	its and Crawl S	paces				
2	Does the Pe	are of any	water leakage, e a sump pum	accumulation, or day	npness in the	building or other	structures?	🗆 Yes 📌 No
3	3. Do you kno	w of any r	c a sump pump conirs or other	n? 🗆 Yes 🙀 No			er ar er	ling or other structures?
	□ Yes [₹No	cjanta (a tamer	anempis to conitor a	ny water or c	umpness problem	i in the build	ing or other structures?
4	. Are you aw	are of any	past or present	movement, shifting,	deterioration	, or other problem	as with walls	s, foundations, floors, or
	outer struct,	лаг сатро	nents? 🗀 r	es Lano				
(E	explain any yes	answers t	hat you give in	this section, describ	ing the locati	on and, if applica	ble, the exte	nt of the problem and th
u	are and person	by whom	any repairs we	re done, if known:				
	Aechanical Sys							
1.	. Type of hear	ting: 🔝 🔀	Forced Air	☐ Hot Water	□ Steam	⊟Radiant		
2	Other:				,			
Δ.	 Type of hear Other type 		Electric	☐Fuel Oil combinations:	Natural Ga	is □Propane	(on-site)	Central Plant
3.	. Are there an	y chimney	s?		ow many?			
	Are they wo	rking?	☐ Yes ☐ No	When were th	ev last clean	cd?		
4.	. List any buil	dings (or a	ireas in any bu	ildings) that are not l	reated:	A		
	Type of wate	er beater;	E lectric	MGas DO		acity:		
uyer Ini	tials:			CPI Page 1 of	7		Owner In	itials:



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1	6.	Type of plumbing: Copper
	7.	Are you aware of any problems with plumbing or heating systems or fixtures on the Property?
		If yes, explain:
	R.	Type of air conditioning:
	S.E.E.	Type of air conditioning:
	9.	Type of electric service: 200 AMP 2220 Volt 23-phase 71-phase XVA:
		Transformers: Type;
	10	Are you aware of any problems or repairs needed in the electrical system? Yes Mo
		If yes, explain:
	11.	Are you aware of any problems with any item in this section that has not already been disclosed?
		If yes, explain:
(E)	Sit	e Improvements
	١.	Are you aware of any problems with storm-water drainage?
	2.	Are you aware of any past or present problems with driveways, parking areas, sidewalks, curbs, other paved surfaces, or
		retaining walls on the Property? Kyes No
	3,	Explain any yes answers that you give in this section, describing the location and, if applicable, the extent of the proble
		the date and person by whom any repairs were done, if known:
		asphalt and concrete to Make ARA Compliant, his
(F)	Oth	To administration
	1.	Exterior Signs:
	2.	Elevators: UYcs ANO How many?
		Working order? Dyes No Certified through (date)
	3.	Date last serviced
	4.	Overhead Doors: PYes No How many? Size;
	5.	Loading Docks: Yes No How many? Levelers: Yes No
	6,	At grade doors:
	1.	Are you aware of any problems with the equipment listed in this section? Yes Ano
		If yes, explain:
(G)	Fire	Damage
	1.	To your knowledge, was there ever a fire on the Property? WNo
	2.	Are you aware of any unrepaired fire damage to the Property and any structures on it? Yes WNo
(H)	A ro	If yes, explain location and extent of damage: you aware of any problems with water and sewer lines servicing the Property? Yes No
(21)	If v	you aware of any problems with water and sewer lines servicing the Property? Yes No es, explain;
	,	THE OFFICE AND ADDRESS OF THE OFFICE AND ADDRESS OF THE OFFICE ADD
(1)	Alai	rm/Safety Systems
	1.	Fire: Tyes PNo In working order? Tyes PNo
		If yes, connected to: Fire Department Yes
		Fire extinguishers: If Yes INO Smoke: Yes No In working order? Tyes INO
		Smoke: □Yes ■No In working order? □Yes ØNo Sprinkler: □Yes ØNo Inspected/certified? □Yes ®No
		□ Wet □ Dry Flow rate:
	5, 5	Security: 🗆 Yes 😰 No In working order? 🗀 Yes 🗗 No
		If yes, connected to: Police Department: Tyes No Monitoring Service: Tyes And
	6. Z	Are there any areas of the Property that are not serviced by the systems in this section?
	пуе	es, explain:
uyer Iı	iitia	ds: Owner Initialsy
		n on the first time of the fir

Owner Initials

	VIRONMENTAL Sail Conditions					
(11)	Soil Conditions 1. Are you aware of any fill or expansive soil on the Property? Yes No					
	If yes, were soil compaction tests done?					
	the Property?					
	3. Are you aware of any existing or proposed mining, strip-mining, or any other excavations that might affect the Property?					
	□ Yes W No					
	Explain any yes answers you give in this section:					
/D)	Hazardous Substances					
נמו	1. Are you aware of the presence of any of the following on the Property?					
	Asbestos material: Yes No					
	Formaldehyde gas and/or urcaformaldehyde foam insulation (UFFI):					
	Discoloring of soil or vegetation:					
	Oil sheen in wet areas: Yes No					
	Contamination of well or other water supply: Yes No					
	Proximity to current or former waste disposal sites: Yes No					
	Proximity to current or former commercial or industrial facilities: Yes					
	Proximity to current, proposed, or former mines or gravel pits:					
	Radon levels at or above 4 picocuries per liter. Yes No					
	Use of lead-based paint: Yes No					
	Note: If Property contains a residence with one to four dwelling units, and the structure was constructed, or construction beg					
	before 1978, you must disclose any knowledge of lead-based paint and any reports and/or records of lead-based paint on					
	Property.					
	Are you aware of any lead-based paint or lead-based paint hazards on the Property?					
	If yes, explain how you know of it, where it is, and the condition of those lead-based paint surfaces;					
	Are you aware of any reports or records regarding lead-based paint or lead-based paint hazards on the Property? Yes PN If yes, list all available reports and records:					
	2. To your knowledge, has the Property been tested for any hazardous substances?					
	3. Are you aware of any storage tanks on the Property? ☐ Yes					
	Total number of storage tanks on the Property: Aboveground Underground					
	Are all storage tanks registered with the Pennsylvania Department of Environmental Protection?					
	If no, identify any unregistered storage tanks:					
	If no, identify any unregistered storage tanks: Has any storage tank permit ever been revoked pursuant to a federal or state law regulating storage tanks?					
	If no, identify any unregistered storage tanks:					
	If no, identify any unregistered storage tanks: Has any storage tank permit ever been revoked pursuant to a federal or state law regulating storage tanks? Have you ever been ordered to take corrective action by a federal or state agency citing a release, or danger of release, from a stora tank? □ Yes No					
	If no, identify any unregistered storage tanks: Has any storage tank permit ever been revoked pursuant to a federal or state law regulating storage tanks? Have you ever been ordered to take corrective action by a federal or state agency citing a release, or danger of release, from a stora tank? Tyes No Do methods and procedures exist for the operation of storage tanks and for the operator's formance of a leak					
	If no, identify any unregistered storage tanks: Has any storage tank permit ever been revoked pursuant to a federal or state law regulating storage tanks? Have you ever been ordered to take corrective action by a federal or state agency citing a release, or danger of release, from a storage tank? □ Yes No Do methods and procedures exist for the operation of storage tanks and for the operator's/owner's maintenance of a leak					
	If no, identify any unregistered storage tanks: Has any storage tank permit ever been revoked pursuant to a federal or state law regulating storage tanks? Have you ever been ordered to take corrective action by a federal or state agency citing a release, or danger of release, from a storatank? Tyes No Do methods and procedures exist for the operation of storage tanks and for the operator's/owner's maintenance of a leak detection system, an inventory control system, and a tank testing system? Tyes No Explain: Has there been any release or any corrective action taken in response to a release from any of the storage tanks on the Proper					
	If no, identify any unregistered storage lanks: Has any storage tank permit ever been revoked pursuant to a federal or state law regulating storage tanks? Have you ever been ordered to take corrective action by a federal or state agency citing a release, or danger of release, from a storage tank? Do methods and procedures exist for the operation of storage tanks and for the operator's/owner's maintenance of a leak detection system, an inventory control system, and a tank testing system? Dyes No Explain: Has there been any release or any corrective action taken in response to a release from any of the storage tanks on the Proper Dyes Tho					
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4	If no, identify any unregistered storage tanks: Has any storage tank permit ever been revoked pursuant to a federal or state law regulating storage tanks? Have you ever been ordered to take corrective action by a federal or state agency citing a release, or danger of release, from a stora tank? He Yes No Do methods and procedures exist for the operation of storage tanks and for the operator's/owner's maintenance of a leak detection system, an inventory control system, and a tank testing system? He No Explain: Has there been any release or any corrective action taken in response to a release from any of the storage tanks on the Propert Yes Yes No Explain: Explain:					

166 Buyer Initials: ____ CPI Page 3 of 7 Owner Initials: _____ TRANSACTIONS TRANSACTIONS TRANSACTIONS TRANSACTIONS

167	(C) Wood Infestation
168		1. Are you aware of any termites/wood-destroying insects, dryrot, or pests affecting the Property?
1709		2. Are you aware of any damage to the Property caused by termites/wood-destroying insects, dryrot, or pests? Yes No
170		3. Is the Property currently under contract by a licensed pest control company? Yes \(\sigma\) Yes
174		A Alta vigus grange of any temperatures and an extension of the first and the first an
172		Explain any yes answers you give in this section:
173		
121		
175	(D) Natural Hazards/Wetlands
176		1. To your knowledge, is this Property, or part of it, located in a flood zone or wetlands area?
177		2. Do you know of any past or present drainage or flooding problems affecting the Property?
178		3. To your knowledge, is this Property, or part of it, located in an earthquake or other natural hazard zone? \(\sigma\) Yes \(\sigma\) No
179		Explain any yes answers you give in this section:
(181)		
181		
132 6	. UT	'ILITIES
181	(A)) Water
181		1. What is the source of your drinking water?
183		U Other:
196		2. If the Property's source of water is not public:
181		When was the water last tested?
198		What was the result of the test?
189		Is the pumping system in working order?
190		If no, explain:
191		
192		3. Is there a softener, filter, or other purification system? □ Yes □ No
19.1		If yes, is the system: Leased Owned
151		4. Are you aware of any problems related to the water service?
195		If yes, explain:
196		
197	(B)	Sewer/Septic
194		1. What is the type of sewage system?
199		If on-site, what type? Cesspool Drainfield Unknown
500		Other (specify):
201		2. Is there a septic tank on the Property? Yes No Unknown
202		If yes, what is the type of tank?
102		☐ Other (specify);
2011		3. When was the on-site sewage disposal system last serviced?
3065		4. Is there a sewage pump? ☐ Yes ☐ No
21111		If yes, is it in working order?
407		5. Are you aware of any problems related to the sewage system?
203		If yes, explain:
305	(C)	Other Utilities
210		1. The Property is serviced by the following: DeNatural Gas Delectricity Telephone
2()		Other:
212 7.		LECOMMUNICATIONS
213	(A)	Is a telephone system included with the sale of the Property?
211		If yes, type:
215	(B)	Are ISDN lines included with the sale of the Property? Yes No
510		Is the Property equipped with satellite dishes?
317		If yes, how many?
203		Location:
119		Is the Property equipped for cable TV? Yes No
220		If yes, number of hook-ups:
221		Location:
322	(E)	Are there fiber optics available to the Property? Yes No Is the building wired for fiber optics? Yes No
111		Does the Property have T1 or other capability? Yes \(\square\) No
224 Bu	ıyer I	nitials: Owner Initials: Owner Initials:

Owner Initials:

		VERNMENTAL ISSUES/ZONING/USE/CODES
	(A)	Compliance, Building Codes & OSHA
227		1. Do you know of any violations of federal (including ADA), state, or local laws or regulations relating to this Property?
1.28		☐ Yes ☑ No
2.29		2. Do you know of any violations of building codes or municipal ordinances concerning this Property?
3.70		3. Do you know of any health, fire, or safety violations concerning this Property? ☐ Yes ► No
2.1.1		4. Do you know of any OSHA violations concerning this Property? ☐ Yes 📅 No
232		5. Do you know of any improvements to the Property that were done without building or other required permits? Yes No
513		Explain any yes answers you give in this section:
2.1.1		
235		
236	(B)	Condemnation or Street Widening
23/7		1. To your knowledge, is the Property located in an area where public authorities are contemplating proceedings for highway,
73N		thoroughfare, rail, or utility construction, a redevelopment project, street widening or lighting, or other similar public projects?
239		☐ Yes No
2 (0		If yes, explain:
2.11		
742	(C)	Zoning
7 19		i. The Property is currently zoned by the (county,
214		
2.1%		2. Current use is: ☐ conforming ☐ non-conforming ☐ permitted by variance ☐ permitted by special exception
2.16		3. Do you know of any pending or proposed changes in zoning? ☐ Yes ☐ No
1-17v		If yes, explain:
1.48		
119 ((D)	Is there an occupancy permit for the Property? 😾 Yes 🗆 No
		ls there a Labor and Industry Certificate for the Property? Yes No
3.21		If you Comifficate Manches in
151 ((F)	Is the Property a designated historic or archeological site?
351	, ,	If yes, explain:
284		and the state of t
155 9, 1	LEC	GAL/TITLE ISSUES
166 ((A)	Are you aware of any encroachments or boundary line disputes regarding the Property?
257 (B)	Are you aware of any recorded encumbrances, covenants, conditions, restrictions, mineral or natural restrictions, easements,
188		licenses, liens, charges, agreements, or other matters which affect the title of the Property? Yes PNo
239 (C)	Are you aware of any encumbrances, covenants, conditions, restrictions, mineral or natural restrictions, easements, licenses,
250		liens, charges, agreements, or other matters which affect the title of the Property that have not been recorded in the official
164		records of the county recorder where the Property is located?
262 (D١	Are you aware of any public improvement, condominium, or owner association assessments against the Property that remain
263		unpaid? Yes No
261 (Are you aware of any existing or threatened action, suit, or government proceeding relating to the Property? Yes No
265 (F)	Are you aware of any reason, including a defect in title, that would prevent you from conveying title to the Property? Tyes No
160 (á.	Are you aware of any judgment, encumbrance, lien (for example, co-maker or equity loan) or other debt against the Property that
167	-/	cannot be satisfied by the proceeds of this sale? Yes PNo
	HΥ.	Are you aware of any insurance claims filed relating to the property? Yes No
269 1	ixnl	ain any yes answers you give in this section:
270		and the sound of the fit that section.
271	-	
-	EES	IDENTIAL UNITS
		s there a residential dwelling unit located on the Property? Yes No
274	· · /	if yes, number of residential dwelling units:
3.75	1	Note: If one to four residential dwelling units are to be sold with, or as part of, the Property, Owner must complete a Seller's
276	i	Property Disclosure Statement, as required by the Pennsylvania Real Estate Seller's Disclosure Law (68 P.S. §7301 et. seq.).
		ANCY ISSUES
		Are you aware of any existing leases, subleases or other tenancy agreements affecting the Property?
779 (I	B)	Are there any verbal agreements or understandings with tenants that are not specifically recorded in the lease (e.g., a promise not
280	7	
	G) .	o increase rent, an implied agreement to let tenant end lease early, a first right of refusal on adjoining space)? ☐ Yes ☐ No
ina (I)) i	I di a a a a a a a a a a a a a a a a a a
5.000	/	Are there any tenants who have been 5 or more days late with their rent payment more than once this year?
28 v Buye	r Ir	nitials: Owner Initials: Owner Initials:



290	(E	Are there any tenants who are currently more than 30 days behind in paying rent, cam, or tax charges? Yes Mono
285	(17) Are there any tenants who are in default of the lease for other than monetary reasons (e.g., failure to comply with rules, regulations, lease
286	(6)	terms, etc.)? ☐ Yes 💆 No
287		Are there any tenants that you have reason to believe are likely to fall into default of their lease within the next six months? Yes 19 No
289	(H) Is there any tenant that you would consider evicting or not offering an opportunity for renewal? Yes No
2411	(1)	Are you currently involved in any type of dispute with any tenant? Yes No
291	Ex	plain any yes answers you give in this section, providing names of tenants where applicable. Attach additional sheet if necessary:
292 293		
294	-	
	2 110	OMESTIC SUPPORT LIEN LEGISLATION
196	2. D. (A) Has any Owner, at any time, ou or since January 1, 1998, been obligated to pay support under an order that is on record in a
197	(,,	domestic relations office in any Pennsylvania county? Yes No
298	II.	yes, list name and social security numbers of Owner(s) obligated to pay, the county, and the Domestic Relations File or docket
199	nu	mber:
306 13	3. L/	AND USE RESTRICTIONS OTHER THAN ZONING
30)1	(A.) Is the Property, or a portion of it, preferentially assessed for tax purposes under the Farmland and Forest Land Assessment
101		Act (72 P.S.§5490.1 et seq.)(Clean and Green Program)? 🔲 Yes 🔞 No
30.3		Note: An Owner of Property carolled in the Clean and Green Program must submit notice of the sale and any proposed changes
$\odot 10.4$		in the use of Owner's remaining enrolled Property to the County Assessor 30 days before the transfer of title to Buyer. The sale
000		of Property curolled in the Clean and Green Program may result in the loss of program curollment and the loss of preferential tax
.006		assessment for the Property and/or the land of which it is a part and from which it is being scuarated. Removal from enrollment
.100		in the Cleanand Green program may result in the charge of roll-back taxes and interest. A roll-back tax is the difference in the
UBS		amount of taxes paid under the program and the taxes that would have been paid in the absence of Clean and Green enrollment.
'Mb	400	The roll-back taxes are charged for each year that the Property was enrolled in the program, limited to the past 7 years.
310	(B)	Is the Property, or a portion of it, preferentially assessed for tax purposes under the Open Space Act (16 P.S. §11941 et seq.) (an
SALI		Act enabling certain counties of the Commonwealth to covenant with landowners for preservation of land in farm, forest, water
2117.		supply, or open spaces uses)? Yes No
314		Note: This Act enables counties to enter into covenants with owners of land designated as farm, forest, water supply, or open
Jus		space land on an adopted municipal, county or regional plan for the purpose of preserving the land as open space. A covenant between the owner and county is binding upon any Buyer of the Property during the period of time that the covenant is in effect
316		(5 or 10 years). Covenants automatically renew at the end of the covenant period unless specific termination notice procedures
317		are followed. When a breach of the covenant occurs, the then-owner is required to pay roll-back taxes and interest. A roll-back
3.08		tax is the difference in the amount of taxes paid and the taxes that would have been paid in the absence of the covenant. The
319		roll-back taxes are charged for each year that the Property was subject to the covenant, limited to the past 5 years.
,3 241	(C)	Is the Property, or a portion of it, preferentially assessed for tax purposes or enrolled in any program, other than Clean & Green
121	• • •	and Open Space, that contains any covenants, subdivision restrictions, or other restrictions affecting the Property?
327		□ Yes 16 No
123	Exp	olain any yes answers you give in this section
300		
17.1		
	L SEI	RVICE PROVIDER/CONTRACTOR INFORMATION
327	(A)	Provide the names, addresses and phone numbers of the service providers for any Maintenance Contracts on the Property (e.g.,
328		elevators, other equipment, pest control). Attach additional sheet if necessary:
329		· · · · · · · · · · · · · · · · · · ·
AMI		
3.12	(1))	Paradida di una di
3.12	(B)	Provide the names, addresses and phone numbers of the service providers for any Alarm/Safety Contracts on the Property (e.g.,
134		security alarm system, sprinkler system, fire/smoke). Attach additional sheet if necessary:
335		
336		
337	(C)	Provide the names, addresses and phone numbers of the service providers for any utilities on the Property (e.g., water, water
338	,	softener, sewage, on-site sewage service, natural gas, electric, telephone). Attach additional sheet if necessary:
3.39		Altong Water 814.949-2540
340		Peoples Gas - 800-764-0111
301		Pedelec First Energy 800-545-7741
342 Bu	ıycı l	nitials: Owner Initials: Owner CP1 Page 6 of 7

TRANSACTIONS
TransactionDest Edition

J13 The undersigned Owner represents that the information set forth in this document is accurate and complete to the best of Owner's J14 knowledge. Owner permits Broker to share information contained in this document with prospective buyers/tenants and other real J15 estate licensees. OWNER ALONE IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED IN J16 THIS STATEMENT. Owner will notify Broker in writing of any information supplied on this form which is rendered inaccurate J17 by a change in the condition of the Property following completion of this form.

MB OWNER Jan 2012 March	DATE 12/19/25
OWNER OWNER	DATE
OWNER	DATE
ISI BUYER	DATE
152 BUYER	DATE
BUYER	DATE

Mcquale 19

601 CONDOMINIUM City of Altoona County of Blair Commonwealth of Pennsylvania

THIS DECLARATION is made this 3^{cd} day of <u>for to bear</u>, 2025, by 610 7th Street, LLC, as the owner of the real estate herein described.

WITNESSETH:

ARTICLE 1 SUBMISSION

Name; County; Description: 610 7th Street, LLC, (hereinafter, "Declarant"), owner in fee simple of the Real Estate described in Exhibit "A" attached hereto, located in the City of Altoona, County of Blair, Pennsylvania, hereby submit the Real Estate, together with the Buildings and improvements thereon erected and the easements, rights and appurtenances thereunto belonging (collectively, the "Property") to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. §3101 et. seq. (the "Act"), and hereby creates with respect to the Property a condominium, to be known as 610 7th Street Condominium (hereinafter "Condominium").

DECLARATION OF CONDOMINIUM

ARTICLE 2 DEFINITIONS

- 2.1. Terms Defined or Used in the Act: Capitalized terms used herein and in the Plats and Plans shall have the meanings specified or used for such terms in §3103 or elsewhere in the Act, unless otherwise defined herein.
- 2.2. More Specific Meanings: The following terms are used or defined in general terms in the Act and shall have specific meanings hereunder as follows:
- a. "Association" means the Condominium Association to be established by the Unit Owners for the 601 Condominium.
 - b. "Buildings" means any buildings on the Real Estate.
- b. "Common Elements" means those portions of the Property designated as such on the Plans.

- c. "Finished surface" means the full thickness of all wallboard, ceilingboard, plaster, finished flooring and the full thickness excluding the surface facing a Common Element of doors and frames, windows and frames, sashes and sills, all on a boundary of a Unit.
- d. "General Common Expenses" means Common Expenses excluding Limited Expenses.
- e. "Limited Common Elements" means the Limited Common Elements defined in the Act and as shown on the Plat and Plans.
- f. "Limited Expenses" means the Common Expenses described as such in \$3314(c) of the Act.
- ig. "Percentage Interest" means each Unit Owner's undivided ownership interest in the Common Elements, share of all votes of Unit Owners and shares of Common Expense Liability appurtenant to each Unit as set forth in Exhibit "B" attached, as the same may be amended from time to time with approval of all Units.

ARTICLE 3 BUILDINGS; UNITS; BOUNDARIES; TYPES

- 3.1. Plat and Plans; Units/Common Elements: The locations and dimensions of the Building Property are shown on the Plat attached hereto and the location of Units, Common Elements (which includes all real estate not containing a Unit and as set forth in the Act) and Limited Common Elements of the Condominium are shown on the Plans attached hereto, all of which have been marked as Exhibit "C".
- 3.2. Unit Boundaries. Each Unit consists of the space within the following boundaries:
- (a) Upper and lower (Horizontal) Boundaries: The upper and lower boundaries of the Unit shall have the following boundaries extended to an intersection with the vertical boundaries:
- 1. Upper Boundary: The roof over each Unit, which shall be included as part of such Unit.
- 2. Lower Boundary: the horizontal plane of the top surface of the subflooring of the concrete floor slab of the ground floor of the Unit.
- (b) Vertical Boundaries: The vertical boundaries of the Unit shall be vertical planes, extended to the intersections with each other and with the upper and lower boundaries, of the Unit-side finished surface of the exterior walls which do not

separate the Unit from any other Unit, and of the Unit-side finished surface of the party walls which separate the Unit from any other Unit.

- (c) Each Unit shall include the items within the boundaries as described in Paragraphs (1) and (3) of §3202 of the Act and shall have the benefit of the use of all Limited Common Elements described in §3202 of the Act, or designated in the Plans, as being allocated to such Unit.
- 3.3. Types of Units: The types of Units are generally described on Exhibit "C" attached hereto and are more particularly shown on the Plans, attached hereto and made a part hereof.
- 3.4. Maintenance Responsibilities: Notwithstanding the ownership of the various portions of the Common Element and the Units by virtue of the foregoing boundary descriptions, the Units and Common Elements shall be maintained and repaired by each Unit Owner and by the Association in accordance with the provisions of §3307 of the Act, except as expressly set forth to the contrary herein. All Common Expenses associated with the maintenance, repair and replacement of a Limited Common Element shall be assessed as Limited Expenses against the Units, to which such Limited Common Element was assigned at the time the expense was incurred in the same proportions as the respective Percentage Interests of all such Units. Ordinary maintenance and repair of Limited Common Elements shall be the responsibility of the Owner of the Unit to which such Limited Common Element is appurtenant. Structural repairs and/or replacements of such Limited Common Elements shall be the responsibility of the Unit Owner to which such Limited Common Elements is appurtenant, the costs to be charged as Limited Common Expenses. There shall be no exterior color differentiation and no major altercations to the exterior unless all Units agree.
- 3.5. Relocation of Unit Boundaries; Subdivision and Conversion of Units: Relocation of boundaries between Units and subdivision or conversion of Units are not permitted. Relocation of exterior boundaries will be permitted subject to compliance with the provisions therefor in §§3214 and 3215 of the Act.

ARTICLE 4 IDENTIFICATION OF UNITS, VOTES, ALLOCATION OF COMMON ELEMENT INTERESTS AND COMMON EXPENSE LIABILITIES

Allocation of Common Element Interests, Votes and Common Expenses Liability: Attached as Exhibit "B" hereto is a list of all Units, their Identifying Numbers, location (all as shown more fully on the Plat and Plans) and Percentage Interest appurtenant to each Unit. The Condominium consists of commercial Units only. The Percentage Interest appurtenant to each Unit is calculated by dividing one by the total number of Units in the Condominium.

ARTICLE 5 DESCRIPTION, ALLOCATION AND RESTRICTION OF COMMON AND LIMITED COMMON ELEMENTS

- 5.1. <u>Limited Common Elements</u>: The Limited Common Elements shall consist of those listed in §3202(2) and (4) of the Act, those areas so designated by this Declaration and those areas so designated on the Plans attached hereto.
- 5.2. <u>Limited Expenses</u>: Limited Expenses shall be shared proportionately by Percentage Interest by the Unit Owners having access to the associated Limited Common Elements.

ARTICLE 6 EASEMENTS

- 6.1 <u>Utility Easements</u>: The Units and Common Elements shall be, and are hereby, made subject to easements in favor of Declarant, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created in this Section 6.1 shall include, without limitation, rights of Declarant, or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, telephone equipment and facilities, electrical wires, conduits and equipment and ducts and vents over, under, through, along and on the Unit and Common Elements. Notwithstanding the foregoing provisions of this Section 6.1, unless approved in writing by the Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by Declarant, or so as not to materially interfere with the occupancy of the Unit by its occupants.
- 6.2. Declarant's Easement to Concrete Drainage: Declarant reserves an easement on, over and under those portions of the Common Elements not located within a Building for the purpose of maintaining and correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created by this Section 6.2 expressly includes the right to cut any trees, bushes, or shrubbery, to be the soil, or to take any other action reasonably necessary to achieve this purpose, following with Declarant shall restore the affected property as closely to its original condition as practicable.

ARTICLE 7
AMENDMENT OF DECLARATION

- 7.1 Amendment Generally: This Declaration may be amended only in accordance with the procedures specified in §3219 of the Act, the other Section of the Act referred to in §3219 thereof and the express provisions of this Declaration.
- 7.2. Rights of Declarant: No change, modification or amendment which affects the rights, privileges or obligations of the Declarant shall be effective without the prior written consent of the Declarant.
- 7.3 Other Amendments: If any amendment is necessary in the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provision of this Declaration or the Plat and Plans which is defective or inconsistent with any other provision hereof or thereof or with the Act, or to change, correct or supplement anything appearing or failing to appear in the Plat and Plans which is incorrect, defective or similarly inconsistent, or if such amendment is necessary to conform to the then current requirements of the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with respect to condominium projects, the Executive Board must obtain the agreement of all Unit Owners to make such amendment.

Each such amendment shall be effective upon the recording of an appropriate instrument setting forth the amendment and its due adoption, execution and acknowledgment by one or more officers of the Executive Board.

ARTICLE 8 USE AND OCCUPANCY RESTRICTIONS

- 8.1. Use and Occupancy of Units and Common Elements: The Units and Common Elements shall be occupied and used as follows (subject to further restrictions that may be set forth in the Bylaws or the Rules and Regulations as referred to in the Bylaws):
- a. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Executive Board except as herein expressly provided.
- b. Nothing shall be done or kept in any Unit or the Common Elements which will increase the rate of insurance on the Property, or contents thereof, applicable for residential use without the prior written consent of the Executive Board, which consent may be conditioned upon the Unit Owner of such Unit being required to bear the full amount of such increase. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will violate any law, statute, ordinance or regulation of any governmental body or which will result in the cancellation of any insurance maintained by the Executive Board. No waste shall be committed in the common Elements,
- c. No animals, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Elements except for each Unit Owner may keep

household pets of the customary variety in their Unit subject to the Rules and Regulations adopted by the Executive Board, which Rules or Regulations may exclude any kind of pet by type or category, provided that permitted household pets are not kept, bred or maintained for any commercial purpose; and provided further that any such authorized pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property upon three (3) days written notice from the Executive Board. Under no circumstances shall any such pet or pets be left unattended for any period of time outside of said Unit, whether chained or not. Seasonal renters shall not be permitted to have pets. Pets waste must be disposed of properly. Any damage caused by a Unit Owner's pet or pets, shall be charged to the Unit Owner as determined by the Executive Board.

- d. No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants.
- e The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.
- f. No disabled vehicles or noncurrent PA registered vehicles are to be kept on or about the Condominium grounds. No vehicles are to be serviced or repaired on or about the Condominium grounds. No motors are to be repaired, serviced or stored in any Unit.
- g. Reasonable Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Condominium, may be promulgated from time to time by the Executive Board, subject to the right of the Association to change such Rules and Regulations. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such Rules and Regulations or any amendments thereto.

ARTICLE 9 REAL ESTATE TAXES

9.1. Real Estate Taxes: It is understood that real estate taxes are to be separately assessed and taxed to each Unit Owner for his Unit and its corresponding Percentage Interest in the Common Elements, as provided in the Act. For the years in which this Declaration is first recorded, real estate taxes shall be apportioned between Declarant and each Unit Owner on a calendar year basis. In the event that real estate taxes for any year are not separately assessed against each Unit Owner, but rather are assessed against the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective Percentage Interest in the Common Elements, and, in said event, such taxes shall be a Common Expense. The Executive Board shall have authority

to advance Association funds in payment of all or a portion of such taxes pending receipt from the respective Unit Owners of their proportionate share thereof.

ARTICLE 10 EXECUTIVE BOARD

- 10.1. <u>Powers:</u> In addition to the powers set forth in the Act, the Executive Board shall have the following additional powers:
- a. To appoint committees of the Board (which need consists of two (2) Board Members) and to delegate to such committees the Executive Board's authority to carry out certain duties of the Board, subject to the approval and control of the Board.
- b. To engage the services of any person (including, but not limited to, accountants and attorneys) deemed necessary by the Executive Board at such compensation as is deemed reasonable by the Executive Board, in the operation, repair, maintenance and management of the Property, or in connection with any duty, responsibility or right of the Executive Board and to remove, at any time, any such personnel. Payment of such must be agreed upon and shared prior to engagement by Unit Owners.
- c. To pay any amount necessary to discharge any mechanic's lien or other encumbrance levied against the Property or any part thereof which may in the opinion of the Executive Board constitute a lien against the Property or against the Common Elements, rather than merely against the interest therein of particular Unit Owners. Where one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the costs of discharging it and any costs incurred by the Executive Board by reason of said lien or liens shall be specially assessed to said Unit Owners.
- d. To expend funds for the maintenance and repair of any Unit or any other portion of the Property which a Unit Owner is obligated to maintain or repair under the terms hereof, if such maintenance or repair is necessary, in the discretion of the Executive Board, to protect the Common Elements, or any other portion of the Property, and the owner of said Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Executive Board to said Unit Owner; provided that the Executive Board shall levy a special assessment against such Unit for the cost of said maintenance and repair.

10.2. Executive Board.

a. Subject to the provisions of this Declaration and the Bylaws and the Act, the Executive Board shall have the power to act on behalf of the Association.

The Executive Board shall consist of three (3) Directors. The Executive Board shall manage the business, operation and affairs of the Association on behalf of the Unit Owners and in compliance with the Act.

- b. Each Unit Owner shall elect one (1) Director to serve on the Executive Board. That Unit Owner's elected Director shall have the share of votes commensurate with the Unit Owner's Percentage Interest. The Directors elected pursuant to this Subsection shall serve until the next annual meeting of the Association next following the annual meeting, at which time the Directors shall be reelected or replaced.
- c. The members of the Executive Board and the officers of the Association and any committee members shall not be liable to the Unit Owners as a result of their activities as such for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or bad faith. The Unit Owners shall forever defend, indemnify and hold harmless any person, his heirs and personal representatives, from and against any and all personal liability and all expenses that may result due to such person's service as a member of the Executive Board, officer or committee member of the Association, unless such liability and expenses stem from such person's willful misconduct or bad faith.

ARTICLE 11 BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT

- 11.1. Annual Assessments: All Common Expense assessments shall be deemed to be adopted and assessed on an annual basis, payable in annual installments on the first day of the year. Unless otherwise agreed upon by Unit Owners, said annual installments shall commence upon enactment of the same by the Association. Special assessments shall be due and payable in one or more monthly payments, in advance, on the first day of each month, as determined by the Executive Board and agreed upon by the Unit Owners.
- 11.2. Limitation on Expenditures: All expenses, charges and costs of the maintenance, repair or replacement of the Common Elements, and any other expenses, charges or costs which the Executive Board may incur or expend pursuant hereto, shall be approved by the Executive Board, and a written memorandum thereof prepared and signed by the treasurer. There shall be no structural altercations, capital additions to, or capital improvements on, the Common Elements (other than for purposes of repairing, replacing and restoring portions of the Common Elements) requiring an expenditure in excess of Five Hundred (\$500.00) Dollars without the prior approval of all the Unit Owners.
- 11.3. Reserve: Each annual budget for annual assessments of Common Expenses shall include an amount reasonably considered by the Executive Board to be sufficient as a reserve for replacements and contingencies. To initiate such reserve, the Declarant may collect from each of its grantees, at time of settlement, an amount equal to one-half(1/2)

of the first annual budget allocable to the Unit purchased by such grantee and shall remit such amount to the Executive Board or other arrangements agreed upon by Unit Owners. This contribution is not to be credited as an advance contribution of Common Expenses, however, said contribution will be refunded upon transfer of the property subject to replacement in full of the contribution by the new purchaser. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year may be charged first against such reserve, as the Executive Board shall determine. In addition, the Executive Board shall have the right to segregate all or any portion of the reserve for any specific replacement or contingency upon such condition as the Executive Board deems appropriate.

- 11.4 Accounting: On or before the first (1st) day of April of each calendar year commencing 2012, the Executive Board shall, upon request, supply to all Unit Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid together with a tabulation of the amounts collected pursuant to the annual budget or monthly assessments and showing the net excess or deficit of income over expenditures plus reserves.
- 11.5. Further Assessments: If any annual budget proves inadequate for any reason, including non-payment of any Unit Owner's assessments, or any nonrecurring Common Expense or any Common Expense not set forth in the annual budget as adopted, the Executive Board may at any time levy further monthly assessments according to each Unit Owner's Percentage Interest in the Common Element as to General Common Expenses and according to shares of Limited Expenses allocated to Units as to Limited Expenses. Such further monthly assessments shall be payable over such period of time as the Board may determine. The Executive Board shall serve notice of such further assessments on all Unit Owners by a statement in writing giving the amount and reason therefore, and such further monthly assessments shall become effective as determined by the Executive Board.
- 11.6. Surplus: The budget of the Association shall segregate Limited Expenses, if any, from General Common Expenses. Any amounts accumulated from assessments for Limited Expenses and income from the operation of Limited Common Elements to which such Limited Expenses pertain in excess of the amount required for actual Limited Expenses and reserves for further Limited Expenses shall be credited to each Unit Owner paying a share of such Limited Expenses in proportion to the share of such Limited Expenses paid by each such Unit Owner, said credits to be applied to the next monthly assessments of Limited Expenses due from said Unit Owners, until exhausted. Any amounts accumulated from assessments for General Common Expenses and income from the operation of the Common Elements to which such General Common Expenses pertain in excess of the amount required for actual General Common Expenses and reserves for future General Common Expenses shall be credited to each Unit Owner in accordance with Percentage Interests, said credits to be applied to the next monthly assessments of General Common Expenses due from said Unit Owners, until exhausted.

- 11.7. Acceleration: If a Unit Owner is in default in the payment of the aforesaid charges or monthly assessments for sixty (60) days, the Executive Board may, in addition to all other remedies in the Act or Declaration contained, accelerate all other monthly assessments to become due for the first fiscal year in which such default occurs; provided, however, a foreclosing Permitted Mortgagee shall be entitled to automatic subordination of such assessments in excess of the amounts given priority over mortgage liens in the Act.
- 11.8 Interest and Charges: Any delinquent Owner shall also be obligated to pay (i) all expenses of the Board, including reasonable attorney's fees, incurred in the collection of the delinquent assessments by legal proceedings or otherwise, and (ii) any amounts paid by the Board for taxes or on account of superior liens or otherwise to protect its liens, which expenses and amounts, together with accrued interest, shall be deemed to constitute part of the delinquent assessments and shall be collectible as such, subject to \$11.2 above.
- 11.9 Confession of Judgment: IN ORDER TO EXPEDITE THE EXECUTIVE BOARD'S COLLECTION OF ANY DELINQUENT ASSESSMENT, EACH UNIT OWNER (BY THE ACCEPTANCE OF THE DEED TO HIS UNIT) SHALL BE DEEMED TO HAVE APPOINTED ANY ONE OR MORE EXECUTIVE BOARD MEMBERS THE ATTORNEY-IN-FACT FOR SUCH UNIT OWNER TO CONFESS JUDGEMENT AGAINST SUCH UNIT OWNER IN ANY COURT OF COMPENTENT JURISDICTION IN PENNSYLVANIA, FOR ANY SUCH UNPAID ASSESSMENT(S), WHICH APPOINTMENT (BEING FOR SECURITY) SHALL BE IRREVOCABLE; AND FOR SO DOING A COPY OF THIS ARTICLE 11 AND SAID DEED, BOTH VERIFIED BY AFFIDAVIT, SHALL BE A SUFFICIENT WARRANT. THE AUTHORITY GRANTED HEREIN TO CONFESS JUDGEMENT SHALL NOT BE EXHAUSTED BY ANY EXERCISE THEREOF BUT SHALL CONTINUE PROM TIME TO TIME AND AT ALL TIMES UNTIL THE DECLARATION SHALL BE TERMINATED.

ARTICLE 12 INSURANCE

- 12. Generally: The Unit Owners shall acquire and pay for insurance as required by the Act in addition to and subject to the following:
- a. Such insurance as the Unit Owners deem available in the operation, and for the protection, of the Common Elements and the Units.
- b. The amount of property insurance obtained pursuant to the Act shall be equal to the full insurable replacement value of the insured property, without deduction for depreciation, and in no event shall be less than the aggregate principal amount of all Permitted Mortgages. Such insurance policy(les) may, at the option of the Board, contain a "deductable" provision in an amount determined by the Board but not to exceed Five Thousand (\$5,000.00) Dollars.

- c. Each Unit Owner and the Board hereby waives and releases any and all claims which he or it may have against any other Unit Owner, the Association, the Board and members thereof, the Declarant and their respective employees and agents, for damage to the Common Elements, the Units, or to any personal property located in the Units or Common Elements, caused by fire or other casualty or any act or omission of any such party to the extent that such damage is covered by fire or other form of hazard insurance.
- d. If the act or omission of a Unit Owner, or a member of his family, a household pet, guest, occupant or visitor of such Unit Owner, shall cause damage to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, then such Unit Owner shall pay for such damages and such maintenance, repairs and replacements, as may be determined by the Executive Board, to the extent such payment is not waived or released under the provisions of subparagraph "c" above.
- e. Any release or waiver referred to in subparagraph "c" and "d" hereby shall be valid only if such release or waiver does not affect the right of the insured under the applicable insurance policy to recover thereunder. The Unit Owners and Executive Board, with regard to the insurance carrier by each of them, shall use their best efforts to see that their insurance carriers agree that such release or waiver does not affect their rights to recover.
- f. If the Board or Unit Owners fall within sixty (60) days of an insured loss to initiate a claim for damages recoverable under the property insurance policy(ies) obtained pursuant to the Act, the holder of any Permitted Mortgage may initiate such a claim on behalf of the Board or Unit Owners. At least once every three (3) years, but more frequently if in the Board's judgment the Property is rapidly appreciating in value, the Board shall cause an appraisal of the Property to be made for the purpose of determining the current full insurable replacement value of the insured property, without considering depreciation, and the Board shall change the amount of property insurance on the Property to the amount of the then current full insurable replacement value of the Property as established by such appraisal, provided that such insurance shall not be decreased below the aggregate principal amount of all Permitted Mortgages.
- g. Each Unit Owner, other than the Declarant, shall notify the Board in writing of any alterations or improvements to his Unit and he shall be responsible for any deficiency in any insurance loss recovery resultant from his failure so to notify the Association. The Board shall use its reasonable efforts to obtain insurance on any such alterations or improvements if such Unit Owner requests to do so and if such Unit Owner shall make arrangements satisfactory to the Board to reimburse it for any additional premiums attributable thereto; and in the absence of insurance on such alterations or improvements, the Board shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the making of such alterations or improvements.

- h. Comprehensive public liability and property damage insurance as required by the Act shall be in such limits as the Board shall deem desirable provided that such limit shall not be less than Five Hundred Thousand (\$500,000.00) Dollars per occurrence, for personal injury and/or property damage, insuring the Association, The Board members, the managing agent, if any, and their respective agents and employees, and the Unit Owners from any liability to the public or to the Unit Owners, their tenants or invitees, relating in any way to the ownership and/or use of the Property or any part thereof.
- The Board may obtain such other forms of insurance as the Board shall elect.
- j. Except as otherwise provided in this Declaration, premiums for all insurance obtained or maintained by the Board, fees and expenses of the insurance trustee, if any, and the cost of any appraisal which the Board deems advisable in connection with any insurance, shall be Common Expenses and therefore must be approved by Unit Owners prior to accepting, signing or obtaining.
- k. The Board shall use its best efforts to secure policies providing that the policies cannot be cancelled, invalidated or suspended on account of any conduct of any one or more individual Unit Owners or any officer or employee of the Board or management agent, if any, without a prior demand in writing that the Board or managing agent, as the case may be, cure the defect and without a reasonable period of time thereafter in which to cure the same.
- I. Insurance coverage on the furnishings and other items of personal property belonging to a Unit Owner and insurance for his personal liability to the extent not covered by insurance maintained by the Board shall be the responsibility of each such Unit Owner,

ARTICLE 13 INDEMNIFICATION

13.1. Generally: Indemnification of Executive Board members, officers, employees and agents of the Association shall be governed the Bylaws of the Association and applicable law.

ARTICLE 14 DISPUTE RESOLUTION

14.1 Any disputing arising under or connected in any way with this Declaration shall be adjudicated exclusively in the Court of Common Pleas of Blair County, Pennsylvania.

NOW THEREFORE, the said J. Mark Moschella, Member of 610 7th Street, has caused this Declaration to be signed to these presents on the day and year first above written,

610 7th Street, LLC

By: J. Mark Moschella, Member

COMMONWEALTH OF PENNSYLVANIA:

: SS

COUNTY OF BLAIR

On this 3rd day of ______, 2025, before me and the undersigned officer, personally appeared J MARK MOSCHELLA, Member of 610 7TH STREET, LLC known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purpose therein contained.

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

My commission expires:

Commonwealth of Pennsylvania - Notary Seal Rebecca Arin Pettenger, Notary Public Centre County My commission expires January 25, 2029

Commission number 1128735

Member, Pennsylvania Association of Notaries

EXHIBIT "A"

LEGAL DESCRIPTION

ALL that certain piece or parcel of land situate in the City of Altoona, County of Blair and State of Pennsylvania, being more particularly bounded and described as follows:

BEGINNING at a set drill hole, being the northwest corner of the property described herein; thence along 6th Street South 53 degrees 33 minutes 39 seconds East a distance of 119.96 feet to a set mag nail; thence along 6th Avenue Alley South 35 degrees 13 minutes 53 seconds West a distance of 125.00 feet to a set mag nail; thence along line of lands of 610 7th Street, LLC North 53 degrees 33 minutes 56 seconds West a distance of 120.50 feet to a ½" rebar; thence along 7th Avenue North 35 degrees 28 minutes 48 seconds East a distance of 125.00 feet to a set drill hole, the place of BEGINNING.

CONTAINING 0.345 acres as shown on the Condominium Plan prepared by Stiffler McGraw, dated September 22, 2025 and recorded on Control of Contro

BEING Blair County Tax Parcel Number 01.08-01.,-072.00-000.

BEING a portion of the same premises title to which became vested in 610 7th Street, LLC, a Pennsylvania limited liability company, by Deed of Doc's Classic Toybox, LLC, a Pennsylvania limited liability company, dated April 29, 2016 and recorded on April 29, 2016 at Blair County Instrument Number 201606650.

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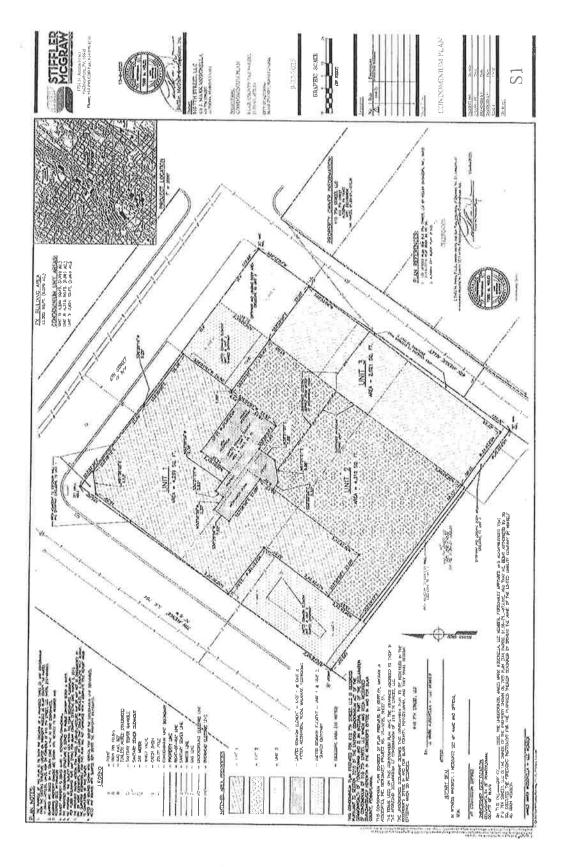
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EXHIBIT "C"

CONDOMINIUM PLAN



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-Brewery-

2 Black Racks Keg Washer Grain Grinder Jockey Box Tool Chest 2 Brewery Tanks 4 Stainless Steel Fermenter 1 Freezer

-Restaurant-

4 TV's
Glasses
Ice Machine
2 Stainless Steel Tables
2 Drying Rack
Wine Cooler
Stereo System
2 Refrigerators
Barstools
Tables and Chairs
Greeting Station
Merchandise Rack
2 Couches
End Tables
2 Serving Stations

-Kitchen-

Plates, Bowls, Silverware 7 Refrigerators/Freezer 3 Stainless Steel Food Prep Stations 8 Stainless Steel Tables Conventional Oven **Bread Oven** Pizza Oven 10 Burner Stove/Oven Grill Top 2 Deep Fryers Pots and Pans 7 Racks Tray Holder Meat Slice Commercial Mixer Small Mixer **Blenders** Crockpot Trays