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MONTGOMERY COUNTY COMMISSIONERS REGISTRY  
 10-00-01396-00-7 JENKINTOWN  
 819 GREENWOOD AVE  
 SAPPERSTEIN GERALD C  
 B 011 U 045 L

## DECLARATION

4100 DATE: 03/05/03 *570*

This is a Declaration dated *March 2, 2003* made by *Donald C. Sapperstein* ("Declarant") containing the information required by Section 3205 and 3206 of the Uniform Condominium Act, 68 Pa.Cons.Stat. 3101 et seq. ("Act"), so as to create a condominium. The condominium is to be governed by the terms of this Declaration and the Act. Words and phrases used herein that are not defined have the meanings provided by the Act. *1000 3900 570 50*

1. The name of the condominium is **GREENWOOD PROFESSIONAL BUILDING CONDOMINIUM**, a condominium ("Condominium").

2. Condominium is located in Jenkintown Borough ("Borough"), Montgomery County, Pennsylvania.

3. The legal description of the Condominium is shown on Schedule 3 attached hereto.

4. Each unit in the Condominium ("Unit") is a space designated for separate ownership as bounded and numbered on the plat attached hereto as Schedule 4 ("Plat").

5. The maximum number of Units in the Condominium will be eight (8). No right has been reserved by the Declarant to subdivide or convert any Units. The Owners of Units shall constitute the Greenwood Professional Building Condominium Association ("Association").

6. There are no limited common elements in the Condominium that is, real estate within the Condominium owned in common by Unit owners but subject to exclusive use/possession by fewer than all Units) except as identified as such in the Component/Responsibility Chart attached hereto as Schedule 6, which also sets forth limited common expense assessments and obligations, if any.

7. There are no common elements not within the boundary of convertible real estate which may be allocated subsequently as limited common elements except as set forth in Schedule 6, in which event the method of such subsequent allocation shall be described therein.

8. Each Unit is allocated: (a) a fractional vote in the Association and (b) a fractional share of the common elements and common expenses of the Association calculated by dividing the square footage of such Unit by the aggregate square footage of all Units.

9. Restrictions imposed by the Declarant against the Units and easements for use and enjoyment of the common elements are set forth on Schedule 9 attached hereto. All Units are restricted to non-residential use.

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10. The recording information for the Plat, easements and licenses affecting Greenwood is listed in Schedule 10 attached hereto.

11. None of the Units may be owned in time-share estates.

12. There is no right reserved by the Declarant to have the Condominium be part of a master association, or to be a master association.

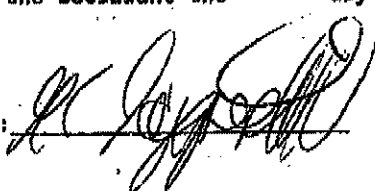
13. There is no right reserved by the Declarant to merge or consolidate the Condominium.

14. The Declarant reserves the right to exercise any and all special declarant rights under the Act to the extent not expressly disclaimed hereunder, including without limitation the right to appoint and remove members of the Executive Board of the Association.

This Declaration is executed by the Declarant the 4<sup>th</sup> day of March, 2003.

Attest:

Daryl Lind

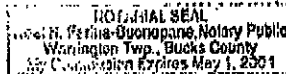
By: 

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF Lancaster :S

On this, the 11<sup>th</sup> day of March, 2003, before me, a  
Notary Public, the undersigned officer, personally appeared  
Donald C. [Signature] who acknowledged himself to be the owner  
and that he as such officer, being  
authorized to do so, executed the foregoing instrument for the  
purposes therein contained by signing the name, of the corporation  
by himself as

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

[Signature]  
Notary Public



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**Declaration for GREENWOOD PROFESSIONAL BUILDING CONDOMINIUM,  
a condominium  
Schedule 3**

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the Borough of Jenkintown, County of Montgomery and Commonwealth of Pennsylvania, and bounded and described according to a survey and plan thereto, made by Charles E. Shoemaker, Registered Professional Engineer, on 2/13/1950 as follows, to wit:

BEGINNING at the corner formed by the intersection of the Northeast side of Greenwood Avenue (37 feet wide) with the Northwest side of Nice Avenue (30 feet wide); thence extending North 49 degrees 32 minutes West, along the said Northeast side of Greenwood Avenue, 120 feet to a point; thence extending North 43 degrees 53 minutes East 148.80 feet to a point; thence extending South 49 degrees 32 minutes East 120.35 feet to a point on the Northwest side of Nice Avenue; thence extending South 44 degrees 1 minute West, along the said Northwest side of Nice Avenue 148 feet to the first mentioned point, corner and place of beginning.

BEING Lot Nos. 815, 817 and 819 on Greenwood Avenue.

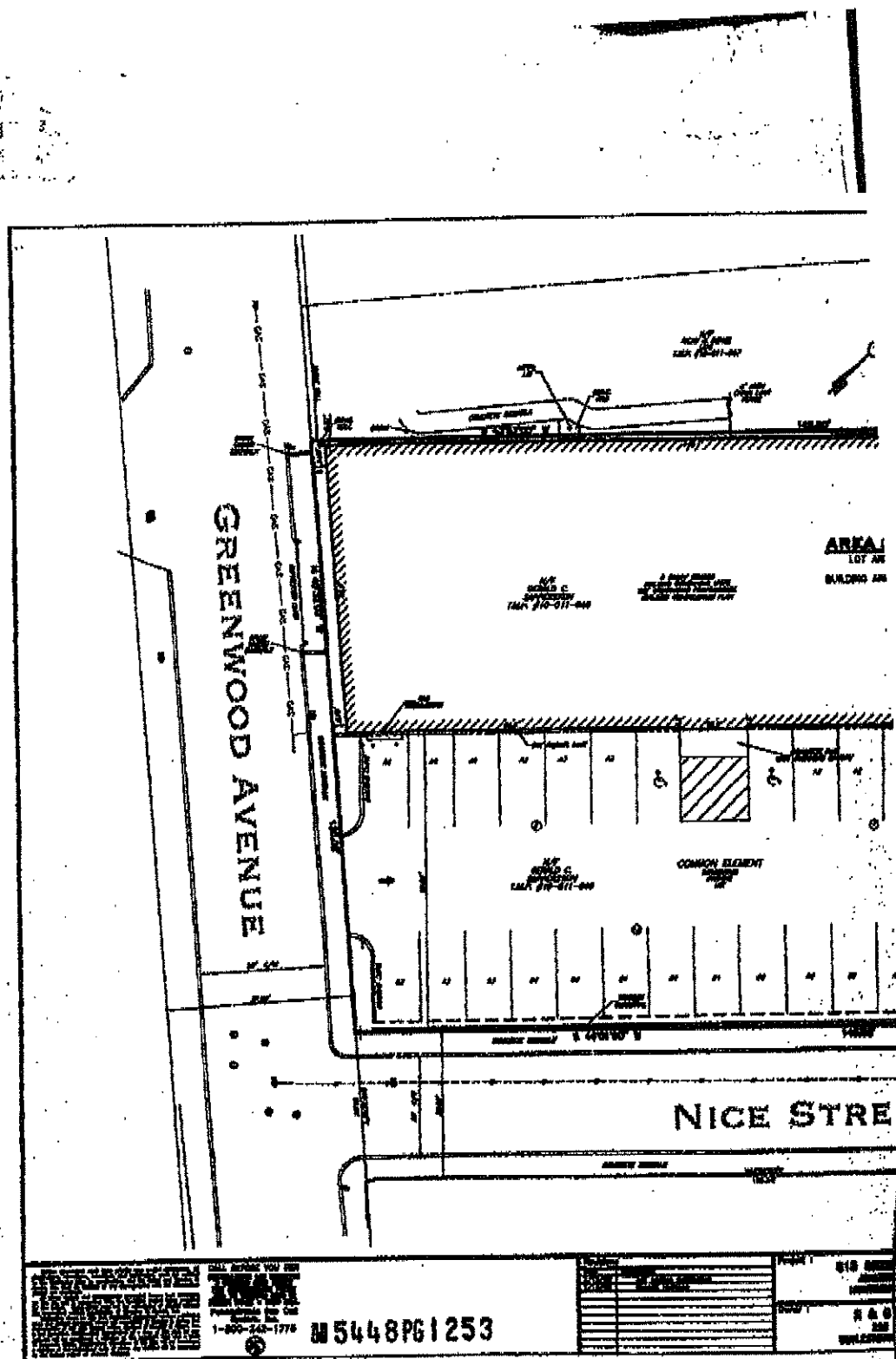
BEING Parcel Number 10-00-01396-007.

BEING the same premises which Raymond E. Baker, Jr. by Deed dated 10/21/1999 and recorded 10/27/1999 in Montgomery County in Deed Book 5294 Page 1293 conveyed unto Gerald C. Sapperstein, in fee.

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Declaration for GREENWOOD PROFESSIONAL BUILDING CONDOMINIUM,  
a condominium  
Schedule 4

The Plat for the Condominium consists of (i) Condominium Declaration Plat by Boucher and James, Inc. dated February 7, 2003; and (ii) Condominium Declaration Plans by Schwam Architects dated February 24, 2003, which Plat and Plans are a part of this Declaration pursuant to Section to Section 3210 of the Act, reduced copies of which are attached hereto and made part hereof.





**Declaration for GREENWOOD PROFESSIONAL BUILDING CONDOMINIUM,  
a condominium  
Schedule 6**

**COMPONENT/RESPONSIBILITY CHART**

| <u>COMPONENT</u>                                                                 | <u>CATEGORY</u>                 | <u>MAINTENANCE/<br/>REPLACEMENT<br/>RESPONSIBILITY</u> | <u>EXPENSE<br/>RESPON-<br/>SIBILITY/<br/>ASSESSMENT</u> |
|----------------------------------------------------------------------------------|---------------------------------|--------------------------------------------------------|---------------------------------------------------------|
| DRIVENWAYS &<br>PARKING LOTS/LIGHTING                                            | COMMON<br>ELEMENT (CE)          | ASSOCIATION                                            | REGULAR<br>ASSESSMENT                                   |
| SIDEWALKS/CURBING<br>OUTSIDE STAIRS                                              | CE                              | ASSOCIATION                                            | REGULAR<br>ASSESSMENT                                   |
| PLANTERS/BEDS<br>LANDSCAPING/TURF/SIGNAGE                                        | CE                              | ASSOCIATION                                            | REGULAR<br>ASSESSMENT                                   |
| TRANSFORMERS/ELECTRIC<br>SERVICE                                                 | CE                              | ASSOCIATION                                            | UNIT OWNER/<br>METERED USE                              |
| INTERIOR COMPONENTS<br>OF UNITS                                                  | UNIT (U)                        | UNIT OWNER                                             | UNIT OWNER                                              |
| WINDOW UNITS, FRAMES<br>AND GLASS                                                | LIMITED COMMON<br>ELEMENT (LCE) | UNIT OWNER<br>BENEFITED                                | UNIT OWNER                                              |
| ROOF, CEILING, WALLS,<br>SIDING, FLOOR AND FLOORING<br>AND STRUCTURAL COMPONENTS | CE                              | ASSOCIATION                                            | REGULAR<br>ASSESSMENT                                   |
| MAJOR MECHANICAL SYSTEMS                                                         | CE                              | ASSOCIATION                                            | REGULAR<br>ASSESSMENT                                   |

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Declaration of GREENWOOD PROFESSIONAL BUILDING CONDOMINIUM,  
a condominium  
Schedule 9

1. USE RESTRICTIONS

No Unit shall be used for residential purposes. A Unit may be used for any uses permitted under the applicable zoning ordinance for the Borough of Jenkintown and purposes which, in the case of each Unit Owner or occupant, are reasonably necessary and incidental to the maintenance of such uses by that Owner or occupant. All such uses shall be subject to all valid statutes, ordinances, orders, rules and regulations of all governmental agencies having jurisdiction thereof and, further, shall be limited to such as in the reasonable opinion of the Board are not inconsistent with the maintenance of the general character of Greenwood Professional Building as a condominium of the first class in the quality of its maintenance, use and occupancy. In addition, the use of the Property shall be limited in accordance with the following provisions:

A. The Units and Common Elements shall be used only for the purposes consistent with their design.

B. Each Unit shall be used only for such purposes and to such extent as will not overload or interfere with any Common Element or the enjoyment thereof by the Owners of other Units.

C. No nuisances shall be allowed nor shall any use or practice be allowed which is improper or offensive in the reasonable opinion of the Board or in violation of the By-Laws or Rules and Regulations of the Association or which unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use by other Unit Owners or occupants or requires any alteration of or addition to any Common Element. By way of illustration and not limitation the following uses shall be disallowed:

Body tattoo and/or body piercing businesses

D. No Unit Owner or occupant shall commit or permit any violation of the policies of insurance taken out by the Board in accordance with the By-Laws, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (i) result in termination of any such policies, (ii) adversely affect the right of recovery thereunder, (iii) result in reputable insurance companies refusing to provide insurance as required or permitted by the By-Laws, or (iv) result in an increase in the insurance rate or premium unless, in the case of such increase, the Unit Owner responsible for such increase shall pay the same. If the rate of premium payable with respect to the policies of insurance taken out by the Board in accordance with the By-Laws, or with respect to any policy of insurance carried or permitted to be carried by any Unit Owner in the building

as permitted by the By-Laws shall be increased, or shall otherwise reflect the imposition of a higher rate than that applicable to the lowest-rated Unit in a building, by reason of anything that is done or kept in a particular Unit, or as a result of the failure of any Unit Owner or any occupant of a Unit to comply with the requirements of the policies of insurance taken out by the Board, or as a result of the failure of any such Unit Owner or occupant to comply with any of the other terms and provisions of this Declaration, the By-Laws or the Rules and Regulations, the Unit Owner of that particular Unit shall reimburse the Board and such other Unit Owners respectively for the resulting additional premiums which shall be payable by the Board or such other Unit Owners as the case may be. The amount of any such reimbursement due the Board may, without prejudice to any other remedy of the Board, be enforced by assessing the same to that particular Unit as a Unit Owner Charge under the By-Laws.

E. No unlawful use shall be made of the Greenwood Professional Building Condominium or any part thereof, and all valid laws, orders, rules and regulations of all governmental agencies having jurisdiction thereof (collectively "Legal Requirements") shall be strictly complied with. Compliance with any Legal Requirements shall be accomplished by and at the sole expense of the Unit Owner or Owners, or the Board, as the case may be, whichever shall have the obligation under the By-Laws to maintain and repair the portion affected by any such Legal Requirement. Each Unit Owner shall give prompt notice to the Board of any written notice it receives of the violation of any Legal Requirement affecting its Unit or Greenwood Professional Building. Notwithstanding the foregoing provisions, any Unit Owner may, at its expense, defer compliance with and contest, by appropriate proceedings prosecuted diligently and in good faith, the validity or applicability of any Legal Requirement which such Unit Owner is obligated to maintain and repair, and the Board shall cooperate with such Unit Owner in such proceedings, provided that:

a. Such Unit Owner shall pay and shall defend, save harmless, and indemnify the Board, the Association, and each other Unit Owner against all liability, loss or damage which any of them respectively shall suffer by reason of such contest and any noncompliance with such Legal Requirement, including reasonable attorneys' fees and other expenses reasonably incurred; and

b. Such Unit Owner shall keep the Board advised as to the status of such proceedings.

Such Unit Owner need not comply with any Legal Requirement so long as it shall be so contesting the validity or applicability thereof, provided that noncompliance shall not create a dangerous condition or constitute a crime or an offense punishable by fine or imprisonment, and that no part of any structure shall be subject to being condemned or vacated by reason of noncompliance or otherwise by reason of such contest. The Board may also contest any Legal Requirement without being subject to the foregoing conditions as to contest and may also defer compliance with any Legal Requirement, but only subject to the foregoing conditions as to deferral of compliance, and the costs

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and expenses or any contest by the Board shall be a common expense.

F. If any governmental license or permit (other than a certificate of occupancy, or a license or permit applicable to a structure containing Units as a whole and required in order to render lawful operations for general office purposes) shall be required for the proper and lawful conduct of business in any particular Unit, and if failure to secure such license or permit would in any way affect any other Unit or the Owner thereof or the Board or Association, the Owner of such particular Unit at its expense shall procure and maintain such license or permit, submit the same to inspection by the Board and comply with all the terms and conditions thereof.

G. No Unit Owner or occupant shall discharge, or permit to be discharged, anything into waste lines, vents or flues of a structure which might reasonably be anticipated to cause damage thereto, spread odors or otherwise be offensive.

H. All machines and equipment of whatsoever nature installed in any Unit shall be so designed, installed, maintained and used by the Owner and occupant of such Unit, at the expense of such Owner, as to minimize insofar as possible and in any event reduce to a reasonably acceptable level the transmission of noise, vibration, odors and other objectionable transmissions from such Unit to any other area of the structure containing Units.

## **2. EASEMENTS**

Declarant hereby imposes and reserves for Declarant, its heirs, executors, successors and assigns, on, over and across Greenwood Professional Building Condominium, the following easements:

A. Easements as Shown on the Plan. Any and all easements, rights of way or the like shown and/or identified on the Land Development Plan approved by the Borough for the real estate occupied by Greenwood Professional Building, if any, ("Plan") and the Plat (collectively "Plans") are hereby reserved.

B. Easements to be granted to Municipal Authorities. Declarant hereby reserves unto itself the right to grant, now or in the future, easements, rights of way, deeds of dedication and/or the like to any or all of municipal authorities or any other public or quasi-public authority or body, for or with respect to any or all of the following: (i) storm water facilities; (ii) the roads identified on the Plans and the curbs associated with the same; (iii) water lines and/or facilities; and (iv) sanitary sewer lines and/or facilities. Any and all of such easements, rights of way, deeds of dedication and/or the like which are now or hereafter granted by Declarant, regardless of when recorded, shall be in such form and on such terms and conditions and shall pertain to, affect and/or burden such portions of Greenwood Professional Building as Declarant may agree to in the exercise of its sole and exclusive discretion.

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C. Construction and Installation. Easements are hereby reserved for the construction and installation of (i) any and all utility or similar lines, including, without limitation, those for water, drainage, telephone, cable television, electricity and/or gas, (ii) the streets, roads and the rights-of-way as shown on the Plan, and (iii) sewer, water and drainage facilities as shown on or to be constructed or installed pursuant to the Plans or otherwise.

D. Easements over Roadway. An easement over all roadways and parking areas as shown on the Plan for access, ingress and egress is hereby reserved.

E. Correction of Drainage Problems. Declarant reserves an easement over Greenwood Professional Building for the purpose of correcting drainage problems, if same should arise, for a term of five (5) years from the date of the recording of this document as the real estate made subject to it and five (5) years from the date of the filing of any amendment to this Declaration by Declarant as to any additional real estate made subject to it by such amendment. Declarant shall have the sole right and discretion to determine whether a drainage problem exists. This easement is subject to the condition that Declarant shall restore any disturbed areas by regarding by virtue of this easement as nearly as possible to pre-existing condition, including repair or replacement of grass, sod and any affected plantings. Declarant agrees to furnish a minimum of seventy-two (72) hours notice to the Association in the event any of the common facilities are to be affected by Declarant's exercise of any of its rights hereunder and to any Owner whose lot is to be affected by Declarant's exercise of any of its rights hereunder.

F. Landscaping. Declarant reserves an easement over and upon Greenwood Professional Building for the purpose of completing any and all landscaping and installation of any and all plantings as are depicted upon the Plan.

G. Easements over Common Elements. The following easements are reserved over, under, across and through the Common Elements:

(1) Maintenance. An easement for ingress, egress and regress over and across the parking areas, the open space, and the common sidewalks is hereby reserved for the benefit of the Declarant and/or the Association for the purposes of (a) performing maintenance, replacement, and repair; (b) periodic painting of the front entrance door of a Unit; (c) snow removal from any common off-street parking lot and/or the common sidewalks; (d) maintenance of the open space and any Common Elements; and (e) as may be otherwise necessary in connection with the performance of any or all of the services now or hereafter to be provided pursuant to Schedule 6.

(2) An easement for the benefit of Declarant and/or the Association to enter upon Limited Common Elements for the purpose of maintaining any structures, landscaping or plantings where the Owner of the Unit to which same is appurtenant, after notice, has failed or refused to perform such maintenance resulting in a condition which Declarant and/or the Association deems

undesirable, unsafe, unhealthy, unattractive or such as may tend to have a depressing effect on the value of real estate within Greenwood Professional Building.

(3) Easements for ingress, egress and regress over and across Greenwood Professional Building are hereby reserved for the benefit of Declarant and/or Association for the purpose of constructing, maintaining, repairing and replacing the sanitary sewer and/or water lines which are now or which are hereafter constructed within Greenwood Professional Building.

H. Easements in Favor of Additional Real Estate and Other Real Estate. Easements are hereby imposed by the Declarant in favor of (i) Additional Real Estate, and (ii) other real estate owned by the Declarant at the time of recording of this Declaration (and contiguous to Greenwood Professional Building or the Additional Real Estate), to run with the land so benefited, as follows:

1. Access to, over, and from and use of the Common Elements of Greenwood Professional Building, SUBJECT to, however, in any instance where the real estate benefiting from this easement is not subject to the Declaration, other than when owned by Declarant: (a) a non-waivable obligation to pay to the Association an annual fee for use, as may be reasonably calculated and imposed by the Association to recover the proportional cost of maintaining, repairing and replacing those Common Elements; and (b) reasonable rules adopted by the Association.

2. Access to, over, and from the Common Elements and perpetual use of the Common Elements for the purposes of constructing improvements upon and developing Additional Real Estate and other real estate above described.

3. Utilities Easement -

Access to and from and use of Greenwood Professional Building Condominium storm water and sanitary sewer systems, water supply systems and other utility lines SUBJECT to: (a) the reservation of the right of Declarant to dedicate any portion or all thereof to the municipality and/or municipal authorities with jurisdiction thereof and (b) charges associated with hook-up and use.

4. Storm Water Facilities Easement -

The storm water channels located within and on Greenwood Professional Building Condominium will be subject to an easement for the right and privilege of drainage and flow of storm water regardless of origin.

I. Easements which Arise with Ownership of a Unit.

1. Access Easements -

Each Unit shall have the right of access, ingress, egress and regress over any and all roadways and parking lot travel lanes within Greenwood Professional Building Condominium and as shown on the Plans SUBJECT to the reservation of the right of Declarant to

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dedicate any portion or all thereof to the Borough and/or municipal authorities with jurisdiction thereof.

2. Common Element Easement -

Each Unit has the right to use and enjoy the Common Elements of Greenwood Professional Building Condominium subject to the obligation to pay the common expenses liability allocated to it and the reasonable rules and regulations of the Association.

3. Sanitary Sewer and Water Service Easement -

Each Unit has the right to connect to and use the sanitary sewer and water service facilities shown on the Plans for Greenwood Professional Building Condominium SUBJECT to charges associated with hook-up and use.

4. Storm Water Easement -

To the extent the location of any Unit created by this Declaration is intended by the Plan to drain storm water to benefit Greenwood Professional Building Condominium, the Declarant hereby grants a perpetual easement for the flow and drainage of storm water over, to and from such Units into and over the storm water drainage and transmission channels as shown on such Plan.

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Declaration for GREENWOOD PROFESSIONAL BUILDING CONDOMINIUM,  
a condominium  
Schedule 10

1. Unrecorded easements, discrepancies or conflicts in boundary lines, shortages in area and encroachments which an accurate and complete survey would disclose.
2. Declaration of Condominium of Greenwood Professional Building Condominium



*Margaret Beckwith*

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