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AMENDED AND RESTATED DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM
OWNERSHIP OF A MULTI-UNIT AREA CONSISTING OF 2.433 ACRES AND KNOWN AS
TERRACE PARK EAST, A CONDOMINIUM, IN THE CITY OF CHARLESTON,
KANAWHA COUNTY, WEST VIRGINIA

[Amended and Restated as of October 23, 2019]

RECITALS:

A. The Terrace Park East Homeowners Association, a West Virginia nonprofit corporation with its principal place of business at 2106 Kanawha Blvd., E., Charleston, WV 25311 (the "Association") is the unit owners association of the condominium known as Terrace Park East, a Condominium, ("Terrace Park East" or the "Condominium"), established and created by that certain declaration dated December 3, 1979, titled Declaration Establishing a Plan for Condominium Ownership of a Multi-Unit Area Consisting of 2.433 Acres and Known as Terrace Park East, a Condominium, in the City of Charleston, Kanawha County, West Virginia, as amended, and Recorded in the Clerk's Office in Deed Book 1928, at page 748 (the "Original Declaration").

B. The Condominium, by the Original Declaration, was originally created pursuant to West Virginia Code § 36A-1-101 *et seq.*, the Unit Property Act, by Jamon Real Estate Corporation, a West Virginia corporation, in its capacity as Owner-Converter.

C. The State of West Virginia adopted the Uniform Common Interest Ownership as West Virginia Code § 36B-1-101 *et seq.* in 1980 (the "Act").

D. The Association through its Executive Board (the "Executive Board"), known as the Council in the Original Declaration, desires to amend and restate the Original Declaration, as amended (the "Restated Declaration"), to conform to and comply with the Act in so far as the provisions of this Restated Declaration are subject thereto.

E. In addition to the Original Declaration, the Condominium was governed by that certain Code of Regulations dated December 3, 1979, and Recorded in the Clerk's Office in Deed Book 1928, at page 768 (the "Code of Regulations").

F. The Code of Regulations shall be terminated by the simultaneous Recording of a Notice of Termination by the Executive Board with this Restated Declaration, and the Executive Board shall adopt bylaws pursuant to the Act.

G. The rights reserved by the Owner-Converter in the Original Declaration have expired.

NOW, THEREFORE, that in consideration of the foregoing recitals, the Terrace Park East Homeowners Association does hereby amend and restate the Declaration, as amended, as follows:

I. Article One: Submission of Property to Condominium

Section 1.01 Name. The name of the Condominium is **Terrace Park East, a Condominium.**

Section 1.02 Purpose and Effect. The Association hereby DECLARES the creation of the Condominium and hereby SUBMITS all of the following real property interests, including the improvements thereon and the appurtenances thereunto belonging, to the Act:

(a) **The Land.** The Land which is subject to this Declaration is that certain tract or parcel of land, together with the buildings and improvements thereon containing 2.433 acres, as described in Exhibit A, attached hereto and made a part hereof, and as defined in Section 1.04 hereof.

(b) **The Buildings.**

(i) There are two buildings located on the property, the building facing Kanawha Boulevard, designated as Building "One", also known as Building A, and the building immediately behind it being designated as Building "Two", also known as Building B. Both are seven (7) story buildings, the complex containing 190 residence units and two office units located on the first floor of Building "A". The construction of both buildings consists of cinderblock and brick load-bearing walls on a foundation which utilizes concrete beam footers and pressure-grouted concrete pilings. Both the floors and roof are constructed with pre-cast concrete panels and the roof covering is built-up asphalt with over two inches of rigid insulation: The exterior wall covering in most instances is brick except the walls opening to balconies have a cement plaster finish. Balcony doors and windows are aluminum frames containing insulated glass. Construction of the complex was completed in 1970. There are 168 one-bedroom units, and 22 two-bedroom units. There are also two office units located on the first floor of Building "A". There are five (5) basic resident unit floor plans. A Type "A" unit contains 626 square feet of net area, plus a balcony measuring 96 square feet (or patio for ground floor units). The Type "A" unit has a bedroom, living room, kitchen, bath, two clothes closets and a linen closet. The Type "D" unit has a slightly larger kitchen and entry hall, but is otherwise the same as a Type "A" unit. Net area in a Type "D" is 686 square feet. It also has a balcony (or patio for ground floor units). The Type "B" unit contains two bedrooms, a kitchen, a full bath, a living room-dining room combination. There are three large clothes closets plus a linen closet. Net area is 974 square feet. It too has a balcony (or patio for ground floor units). A Type "C" unit has a net area of 1026 square feet and contains the same number of rooms as a Type "B" unit, but has two extra closets, and a dining alcove. There is also a balcony (or patio for ground floor units) serving this type unit.

(ii) Building "A" which fronts Kanawha Boulevard contains seven (7) stories without a basement. The ground floor contains six Type "A" units, a Type "E" unit, formerly being a two-bedroom manager's apartment, and two Type "F" units being office space along with entry, lobby and other common areas. The second through the seventh floors contain twelve (12) Type "A" units along with corridors, a lobby, trash chute, electrical equipment storage area and janitor space. Building "A" has two elevators located therein.

(iii) Building "B" contains seven (7) stories with a partial basement. The basement in Building "B" contains trash rooms, storage and maintenance rooms, swimming pool equipment room, a boiler, and laundry room, a room containing transformers, the property of Appalachian Power Company, a room containing meters, storage space, one party room, and one meeting room. The ground floor contains eleven (11) Type "A" units, one (1) Type "B" unit, two (2) Type "C" units, and One (1) Type "D" unit, along with a foyer, three (3) elevators, storage areas

with a special storage area for pool equipment. The second through the seventh floors contain twelve (12) Type "A" units, one (1) Type "B" unit, two (2) Type "C" units, and one (1) Type D unit. Along the rear of Building "Two" there are five (5) storage rooms per floor in addition to the units. On floors 2, 4 and 6, there are two storage rooms containing electrical transformers, the property of Appalachian Power Company, and should not be used for any other purpose.

(iv) Each unit is separately heated and cooled with an electric wall mounted heat pump, also known as a PTAC unit. Electricity is separately metered to each unit. The water is metered by a master meter, there being no individual meter for each unit. There are trash chutes in each building with the chutes emptying into commercial trash containers.

(v) There is a 60,000-gallon concrete swimming pool approximately 30 feet by 60 feet, located in the center courtyard.

(vi) The Declaration Plan contains further information as to the construction of the Building, the Units, and particularly to the floor plan layout contained therein.

(c) *The Parking Area.* That certain parking area depicted on the Declaration Plan (which contains parking spaces that may be reorganized by the Association from time to time) (the *Parking Area*), provided that, except where it may be specifically separately described and discussed herein, the Parking Area shall be a part of the Land; and

(d) *Appurtenant Easements, Rights of Way and Licenses.* All easements, rights of way and licenses currently or in the future appurtenant to and for the benefit of the Land or the Buildings and that are or shall be made of Record in the Clerk's Office or the Declaration Plan and amendments or revisions thereto (the *Appurtenances*).

(The Land (including the Parking Area), the Buildings, and the Appurtenances collectively shall be referred to as the *Property*.)

Section 1.03 Declaration Plan. The Condominium is depicted on the Declaration Plan in accordance with the Act. The Declaration Plan depicts the location of the Buildings; the layouts of the floors of the Buildings; the location and size of the Units; the Unit designations; certain of the Common Elements and certain of the Limited Common Elements. The Declaration Plan includes other data and information pertinent to the Condominium.

Section 1.04 Definitions. The following terms are used or defined in the Act and when used in this Declaration and amendments thereto, shall, unless the context indicates otherwise, have the following meanings:

Act means the Uniform Common Interest Ownership Act of West Virginia, as amended (W. Va. Code § 36B-1-101 *et seq.*), and as amended from time to time, or its successor statutes.

Affiliate means a Person that directly or indirectly through one or more intermediary controls or is controlled by or is under common control with another Person.

Allocated Interests means the undivided interest allocated to a Unit in the Common Elements and votes in the Association, as represented by a portion or percentage of the interest in relation to all of them, or, in the case of the Limited Common Element, the interest of a Unit in the undivided interests in the Limited Common Elements.

Annual Assessments means the Assessments levied against a Unit and a Unit Owner for each fiscal year according to the Association's annual budget (as the same may be amended from time to time pursuant to this Declaration).

Appurtenant Easements means all temporary or permanent easements, rights of way, and licenses currently or in the future appurtenant to and for the benefit of the Land and that are or shall be made or recorded in the Clerk's Office or the Plat or the Declaration Plan or the Building and amendments or revisions thereto (see also *Appurtenances* as defined in Section 1.02 of this Declaration).

Assessable Property means each Unit together with its Allocated Interests in the Common Elements and, to the extent applicable, its Allocated Interests in the Limited Common Elements.

Assessment(s) means any Annual Assessment, Special Assessment or Specific Assessment.

Assessment Lien means the lien for any Assessment created and imposed by the Declaration and under the Act.

Association means the Association required under the Act, its successors and assigns, whether incorporated or unincorporated.

Association Member means any Person that is a Unit Owner.

Association Membership means a membership in the Association.

Association Official(s) means each and every member of the Executive Board, member of the Modifications Committee, officer of the Association and each and every member of any committee appointed by the Executive Board, including former officers and Directors of the Association, and former members of committees appointed by the Executive Board.

Association Rules means the rules and regulations adopted by the Executive Board from time to time to regulate the use of the Common Elements not in conflict with this Declaration or the Act.

Buildings means the buildings, as One (or "A") and Two (or "B") including all additions, modifications and projections that are situate on the Land are hereby submitted to the provision of the Act. The location and configuration of the buildings are depicted on the Declaration Plan. The buildings contain Units, certain Common Elements and Limited Common Elements including structural elements, mechanical systems, hallways and walkways and other necessary facilities.

Clerk's Office means the office of the Clerk of the County Commission of Kanawha County, West Virginia.

Common Elements means (a) the land; (b) the Appurtenances; (c) the structural and compositional elements of the Buildings not within or belonging to any unit as this Declaration or the Act provides; (d) the foundations, windows, extension brick and masonry, exterior unit doors, doors not within a unit, structural members, columns and joists; supports, roofs, main walls, gutters, corridors, lobbies, stairways, elevators, entrances, exits; yards and driveways; (e) the basement of the Building "B" not being a unit; (f) storage not being in a unit; (g) vents, chases and ducts; installations of all central services and utilities; and all apparatus, machinery, installments or fixtures existing for common use; (h) any improvements situated on the land not within or belonging to any unit as this Declaration or the Act provides; (i) the Limited Common Elements; (j) any improvements situated on the land that are depicted on the Declaration Plan, the plat or other recorded instrument, plan or plat; (k) any improvements that are situated within the

boundaries of a unit and are designated on the Declaration Plan or the plat or approved by the Association to be improved, maintained, repaired and replaced by the Association (l) any chute, flue, duct, wire, conduit, bearing wall, bearing column or joist or any other fixture lies within a unit, or partially within and partially outside the designated boundaries of a unit, that serves more than one unit or any portion of the Common Elements; and (m) all real property, and the improvements situated thereon, within or adjacent to the Buildings located within dedicated rights of way or easements with respect to which any governmental authority has not accepted responsibility for the maintenance thereof, but only until such time as a governmental authority has accepted all responsibility for the maintenance, repair and replacement of such areas.

Common Expenses means expenditures made by, or financial liabilities of, the Association, together with any allocations to reserves (if any), for the general benefit of all unit owners (or in the instance of the Limited Common Elements, the applicable unit owners).

Condominium means the common interest community created by this Declaration, in which portions of the property are designated for separate ownership and the remainder of the property is designated for common ownership solely by the unit owners.

Condominium Documents means this Declaration, the Declaration Plan, the By-Laws, and the Association Rules, as the foregoing may be amended from time to time.

Corporate Person shall have that definition set forth in the definition of *Person* in this section.

County means Kanawha County, West Virginia.

Declarant or *Owner-Converter* means Jamon Real Estate Corporation, a West Virginia corporation and its successors and assigns, and any Person to whom or that Declarant may have assigned any or all of its rights.

Declaration means this Declaration, as supplemented, amended and restated herein, and from time to time.

Declaration Plan means the declaration plan for the Condominium as the Act requires,

Director means a duly elected member of the Executive Board.

Executive Board means the Executive Board of Directors of the Association, responsible for the administration of the Association as provided in this Declaration. The Executive Board is generally authorized to act in all instances on behalf of the Association subject only to the limitations imposed by the Condominium Documents and applicable law.

First Mortgage means a mortgage Recorded against a unit that which or the lien of which has priority over all other mortgages Recorded against that unit.

Improvement means (a) any unit, buildings, or other accessory building, fence or wall; (b) any road, driveway, parking area or satellite dish; (c) any trees, plants, shrubs, grass or other landscaping improvements of every type and kind; (d) any other structure of any kind or nature; or (e) any addition; repair or replacement thereof.

Land means that certain lot, parcel or tract of land situate in Charleston East Tax District, the City of Charleston, Kanawha County, West Virginia, identified in the office of the Assessor of Kanawha County, West Virginia, Charleston East Tax District Map Plat #11-28021500000000 and commonly known and designated as 2106 Kanawha Blvd E, Charleston, WV, which lot is more particularly described on Exhibit A attached hereto and made a part hereof (the Land) and more particularly set forth on that certain Plat as part of the Declaration Plan.

Lessee means the lessee or tenant under a lease, oral or written, of any Unit (or part thereof) or any space that may become a Unit, if such lease is permitted under the terms of this Declaration.

Limited Common Elements mean a portion of the Common Elements expressly allocated by this Declaration or by operation of W. Va. Code § 37B-2-102 (2) or (4), for the exclusive use of one or more but fewer than all of the Units. Limited Common Elements are intended for the exclusive use or primary benefit of one or more but fewer than all of the Unit Owners.

Member means a Person who is entitled and obligated to be a member of the Association under this Declaration or the Act.

Modification means any alteration of the structural elements of a Unit, or to the Limited Common Elements that are associated with that Unit, or any change of any kind to a Unit that would be visible from the exterior of the Unit, shall be a Modification. By way of example, and not as an enumerated list of all Modifications, the following shall be Modifications hereunder: (A) any alteration, boundary adjustment or sub-division of any Units that is permitted under Section 2.01 of this Declaration, and (B), the moving of any walls, doorways, windows, plumbing fixtures, HVAC systems or supporting systems or similar, even if wholly within the boundaries of a Unit. Painting or redecorating the interior of Units shall not be a Modification.

Modification Committee or ("MC") shall have the meaning assigned to that term in Section 6.12(a) hereof.

Mortgage means a Deed of Trust, Assignment of Rents and Leases or Mortgage Recorded against a Unit.

Mortgagee means a beneficiary under a Mortgage Recorded against a Unit and *First Mortgagee* means such a beneficiary or Mortgagee under a first lien priority Mortgage.

Natural Person means a human being.

Occupant means a Person that lawfully or rightly occupies a Unit.

Owner means the Person or Persons who individually or collectively own fee title to a Unit (as evidenced by a Recorded instrument), provided that in any case where fee title to a Unit is vested in a trustee under a deed of trust, the owner of the trustor's interest under the deed of trust shall be deemed to be the "Owner" of that Unit. Where reference is made in this Declaration to Units owned by a Person, such phrase shall be deemed to refer to Units of which that Person is the Owner, as determined pursuant to this Section.

Parking Area means that portion of the Land described in Section 1.02(a) of this Declaration.

Person means a Natural Person, corporation, business trust, estate, trust, partnership, association, limited liability company, limited liability partnership, joint venture, government, governmental

subdivision or agency, or other legal or commercial entity (all of the foregoing other than a Natural Person may be referred to herein as a *Corporate Person*).

Plat means the plat in the Declaration Plan, as amended from time to time.

Property means the Land, the Buildings, the Appurtenant Easements and all other improvements on the Land, the Buildings and the Appurtenant Easements as of the date of this Declaration and which are depicted on the Declaration Plan and the Plat.

Purchaser means any Person who by means of a voluntary transfer becomes the Unit Owner.

Record, Recording, Recorded and *Recordation* means placing or having placed an instrument of public record in the Clerk's Office.

Record Easements means the rights of ways, easements and other encumbrances of Record.

Special Assessment means any Assessment that is not an Annual Assessment.

Story means the volume of space between the floor below a Unit and the floor above a Unit, and if there is no floor above a Unit, then the distance between the floor below a Unit and the ceiling above the Unit.

Unit means a physical portion of the Condominium designated for separate ownership or occupancy, the boundaries of which are described in this Declaration and on the Declaration Plan. Legal title to a Unit expressly includes an undivided fractional ownership interest in the Common Elements and the Limited Common Elements allocated to the Unit, which said interest is not severable or alienable from the Unit except in accordance with the Act.

Unit Owner means the Person or Persons that individually or collectively own fee title to a Unit (as evidenced by a Recorded instrument). Where reference is made in this Declaration to Units owned by a Person, such phrase shall be deemed to refer to Units of which that Person is the Owner.

II. Article Two: Units

Section 2.01 Units.

(a) Units Currently Existing. The Units currently existing within the Condominium are those Units, depicted on the Declaration Plan as existing as separate parcels Assessable Property as of the date of this Declaration and the Declaration Plan, together with their initial undivided Allocated Interests, as set forth in Exhibit B of this Declaration, as the same may be restated from time to time.

(b) Alteration of Units.

i. After acquiring a contiguous Unit, or a part of another Unit that is contiguous, a Unit Owner may remove or alter any intervening partition or create apertures therein, even if the partition in whole or in part is a Common Element, so long as such actions do not impair the structural integrity or mechanical systems of the Condominium. Such action by a Unit Owner shall be a Modification and an application for approval shall be submitted to the MC in advance for its review and approval, *provided that*, the MC shall not deny such an application except (i) on the grounds that the proposed alteration would impair the structural integrity or mechanical systems of the Condominium, or (ii) the Unit

Owner has not sufficiently demonstrated that the proposed alteration would not impair the structural integrity or mechanical systems of the Condominium.

ii. The applicant Unit Owner shall bear all costs of the preparation, recording, and review of the necessary structural plans, application materials, restated Declaration Plans and restated statements of Allocated Interests.

iii. A Unit Owner who removes intervening partition or create apertures therein under this subsection (c) has not combined their Units and retains the original separate and legally distinct Units.

(c) Relocation of Unit Boundaries.

i. The boundaries between adjoining units may be relocated between and among those Units upon application to the MC by the Unit Owners of the Units impacted. The application must specify a reallocation between their Units of the appurtenant Allocated Interests of each of their Units and must include plans showing the proposed relocated Unit boundary. Such relocation of Unit boundaries shall be a Modification, but shall be approved by the MC unless (i) the proposed relocation would impair the structural integrity or mechanical systems of the Condominium, (ii) the Unit Owner has not sufficiently demonstrated that the proposed alteration would not impair the structural integrity or mechanical systems of the Condominium, or (iii) the proposed reallocation of the appurtenant Allocated Interests of each Unit are not accurate according to Section 3.05 of this Declaration.

ii. The MC shall make a recommendation to the Executive Board following its review of the application and the Executive Board shall, within thirty (30) days after submission of all information and materials reasonably requested by the MC and the Executive Board, determine whether the relocation shall be approved (provided that the Executive Board shall not deny an application except on the grounds set forth in the prior sub-part (i) for review by the MC). If approved the Association shall prepare (A) a restatement of the Declaration Plan that identifies the Units involved and reflects the relocated boundaries, the dimensions of the Units, and their identifying numbers, and (B) a restatement of the Allocated Interests as altered by the relocation of the boundary. The restatement must be executed by the applicant Unit Owners, contain words of conveyance between them, and, on recordation, be indexed in the name of the grantor and the grantee, and in the grantee's index in the name of the Association.

iii. The applicant Unit Owners shall bear all costs of the preparation, recording, and review of the necessary plans, application materials, restated Declaration Plans and restated statements of Allocated Interests. Any applicable transfer taxes shall be borne by the applicant Unit Owners.

Section 2.02 Status of Units; Ownership. Each Unit together with its fractional undivided ownership, or Allocated Interest, in the Common Elements and, in the case of the Limited Common Elements, its Allocated Interests in them, is for all purposes real property and ownership of each Unit, together with its proportionate undivided interest in the Common Elements and Limited Common Elements, is for all purposes the ownership of real property.

Section 2.03 Maintenance of Units. It shall be the responsibility of each of the Unit Owners to care for their Units at their exclusive expense.

Section 2.04 Unit Boundaries. Each residence unit is as heretofore described and as set forth in the Declaration Plan. In addition, each residence and office unit is described as being bounded by the planes of the unfinished inner surfaces of its perimetric walls, its lower-most floor and upper-most ceilings. Each unit has as a part thereof and specifically included therewith the finished surfaces within each unit,

including paint, tile, wallpaper, paneling, sheetrock, or drywall material, acoustical or ceiling tile, carpeting and interior non-load bearing walls contained within the boundaries of each unit as shown on the Declaration Plan, together with all interior doors, the main entrance door or doors, windowpanes, window frames, a balcony or patio, light fixtures, installed bathroom and kitchen appliances and piping in connection therewith, and installed heating devices and attachments measured from the interior of the unit up to but not including the point at which the unfinished surface of the lower-most floor, upper-most ceiling, and perimeter walls of the unit is reached. There is excluded specifically from each unit the load-bearing columns, if any, located within the area bounded by the perimeter walls of the unit. Each unit owner shall be responsible for maintenance, repair, and upkeep of the unit, and its appurtenances, subject to rules, regulations, covenants, conditions and restrictions as set forth herein including the Association By-Laws and the Association Rules. Notwithstanding the ownership of a unit, no unit owner may do anything or take any action which does or might change the exterior appearance of the property without the consent of the association. Floors, ceilings and walls separating units on the same horizontal level except for the finished portions thereof, are common elements. All lath, furring, wallboard, plasterboard, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces thereof are a part of the Unit, and all other portions of the exterior walls and the dividing walls, floors or ceilings are a part of the Common Elements. If any chute, flue, duct, wire, conduit, bearing wall, bearing column or joist or any other fixture lies within a Unit, or partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element allocated solely to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements. Doorways, windows, vents and similar appurtenances within openings in the perimeter of the Unit are Limited Common Elements to the Unit as are all structures, improvements, facilities, systems, services and other amenities which are outside of a Unit but designed to serve a single Unit. To the extent not specifically addressed herein, the Executive Board is vested with exclusive authority to make all determinations as to whether any structure, improvement, facility, system, service or other amenity is part of a Unit, or is a Common Element or Limited Common Element. The Executive Board, in making such determinations, is specifically authorized to consult with and to consider the opinions of qualified professionals including, but not limited to, architects, engineers, builders, contractors, trade specialists and attorneys. Section 2.04 is intended to clarify the boundaries of the Units and be consistent with the Original Declaration. No Person may interpret this Section 2.04 in a manner contrary to the foregoing, especially in such a way as to redefine the Allocated Interests of Units.

III. Article Three: Common Elements

Section 3.01 Common Services.

(a) Electrical. There are multiple electrical boxes (commonly known as a “fuse boxes” or breaker boxes”) in the Buildings with one (1) or more electrical boxes servicing the Common Elements and non-Unit components of the Buildings and one or more electrical boxes servicing the Units. The electrical boxes servicing each Unit and all of the contents thereof are part of the Unit to the extent that they are located within a Unit and Common Elements to the extent that they are located outside of the Unit. The electrical boxes not servicing a specific Unit or Units are Common Elements of the Buildings. All electrical systems between the transformer and the electrical boxes are Common Elements. All electrical wires, conduit, fixtures, improvements, boxes, plates, lights, fans, receptacles, switches, outlets, ground wires and systems leading from the electrical box to the Unit, or serviced by electricity distributed from the electrical box, are Common Elements to the extent that they are located outside of the Unit and part of the Unit to the extent that they are located within the Unit.

(b) Water. All Units, Common Elements and Limited Common Elements are serviced by a central water supply with one water meter. All water distribution pipes, lines, valves, fixtures, and improvements located outside of the boundaries of the Unit are Common Elements. To the extent that any water line or nipple penetrates the boundaries of a Unit (i.e. is located partially within and partially outside of the Unit) the line or nipple is a Common Element to: (a) either the first shut-off valve within the Unit; or (b) if no in-line shut-off valve is present, to the end of the nipple or unit or length pipe which is located both within and outside of the Unit. All faucets, shut-off valves, toilets, showers faucets, bathtub faucets, ice-makers and other appliances are part of the Unit. To the extent that any water pipe, nipple or line is a Common Element and the shut-off valve is part of the Unit, the Unit Owner is liable for the connection between the Common Element and the valve.

(c) Telephone and Television. Cabling, wiring, and other necessary or desirable infrastructure to extend telephone, television, and internet service, if any, to the Units, shall be a Common Element to a splitter or junction box in each Unit or until it penetrates the Unit. The splitter or junction box are part of the Unit and all coaxial cable, wires, conduit, fixtures, improvements, boxes, plates, connections, receptacles, switches, outlets, and systems leading from the splitter or junction box to the Unit are part of the Unit, notwithstanding the fact that the same may partially or entirely outside of the drywall or subfloor. These requirements shall apply to emerging technologies and similar means of transmission of electrical signals for communications purposes which are not present in the Condominium at the execution hereof, as well as those to be developed in the future.

(d) Hot Water Heaters, HVAC, Exhaust Fans and Appliances. If Units contain a hot water heater, then that hot water heater shall be a part of that Unit. Each Unit has one, or more than one, HVAC unit, and other appliances (collectively "appliances"), all of which are part of the Unit. To the extent that any vent, pipe, flue or other improvement leads or extends from an appliance to service the Unit, or discharge exhaust from or by operation of the appliance, the vent, pipe, flue or other improvement is part of the Unit. Any central HVAC equipment or water heating systems that heat or cool more than one Unit or any portion of the Common Elements are Common Elements.

(e) Sewerage. All sewerage lines leading from the Unit to the public utility provider are Common Elements. To the extent that a sewerage line is located partially within, and partially outside of a Unit: (i) with regard to toilets, the floor flange is part of the Unit but the pipe leading away from the flange into the Building is a Common Element; (ii) with regard to drains from sinks and similar appliances or fixtures, the desancho is part of the Unit but the pipe leading away from the desancho into the Building is a Common Element; (iii) with regard to shower drains and other pipes extending from outside the Unit to inside the Unit, the fixture is a Common Element to the end of the section or length of pipe nearest to the point where the same entered the Unit.

(f) Windows and Entry Doors. All windows and doors that are located within the boundaries of Unit that open to the exterior of the Building or a common area within the Building are Limited Common Elements of the Unit. Doors that are wholly enclosed within the boundaries of a Unit are part of the Unit.

(g) Utility Service Fees. The cost of electricity for Common Element lighting, operation of the elevator and fire suppression system is a Common Expense. All water and sewer utilities consumed or utilized in the Condominium that are not individually metered to a Unit shall be a Common Expense allocated to all Units regardless of the actual use of such utilities by individual Units or their Owners. Provided, however, that the Association may limit or prohibit use of the Common Element water supply by individual Unit Owners or impose a charge for the same.

(h) Pipes, Wires and Fixtures as Boundaries. To the extent that any definition of any, pipe, wire, fixture, improvement or other system or service delineates the boundary between a Common Element, Limited Common Element or Unit, all such delineations are based on the original condition of the Buildings at the time of the recording of the Declaration by the Declarant and no subsequent physical modification to any, pipe, wire, fixture, improvement or other system or service may cause any portion of any Unit to become a Common Element or Limited Common Element.

(i) Elevator. All components of the elevator system are Common Elements.

(j) Security System. All elements of any security system that controls access to the Property or the Buildings generally shall be Common Elements, *provided that* any control panels or elements of a security system that are wholly within a Unit for the exclusive use of that Unit Owner (*e.g.* an admittance buzzer or monitor) shall be limited common elements and *provided further* that if any security system on the Property has, as a part of its features, the ability to permit Unit Owners to operate the system remotely (*i.e.* from devices that are not hardwired in the Units themselves) remote access to the system (including the costs of any necessary hardware, software or services) will not be a Common Expense and will be borne by each individual Unit Owner.

Section 3.02 Property Subject to Declaration; Successorship. All of the Property and each and every Unit, whether existing at the time that this Declaration is Recorded or that may be created thereafter pursuant to the Declaration Plan, shall be held, sold and conveyed subject to this Declaration. By acceptance of a deed or by acquiring any interest in any of the Property or any Unit subject to this Declaration, each Person, for himself, and his heirs, personal representatives, successors, transferees and assigns, binds himself, and his heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Declaration or the Association in the Association Rules. In addition, each such Person by so doing acknowledges that this Declaration sets forth a general scheme for the development and use of the Property and evidences his intent that all the restrictions, conditions, covenants, rules and regulations contained in this Declaration run and shall run with each Unit and the Property and is and shall be binding on all subsequent and future Unit Owners, grantees, Purchasers, assignees, Lessees, Occupants, and transferees thereof. Furthermore, each such Person fully understands and acknowledges that this Declaration shall be mutually beneficial, restrictive, prohibitive and enforceable by the Association and each of the Unit Owners.

Section 3.03 Disclaimer of Representations; Implied Warranties.

(a) Disclaimer. The Association makes no representations or warranties whatsoever that (i) any property subject to this Declaration will be committed to, or developed for, a particular use or for any use; (ii) any property not now subject to this Declaration will be subjected to the provisions hereof; or (iii) the use of any property subject to this Declaration will not be changed in the future. Unit Owner shall take title to any Unit or part thereof "as is" and "with all faults" as the Association specifically excludes now and hereafter any implied warranty of quality as of the date of this Declaration that the Buildings or a Unit is free from defective materials or is constructed in accordance with applicable law, according to sound engineering and construction standards and in a workmanlike manner.

(b) Specific Disclaimer: View Impairment. In addition to, and not in limitation of, the foregoing subsection, the Association does not guarantee or represent that any view from any Unit will be preserved without impairment. The Association shall not have any obligation to prune or thin trees or other landscaping, and shall have the right, in its sole discretion, to add trees and other landscaping or to install improvements or barriers (both natural and artificial) to the Common Areas from time to time. Any such additions or changes may diminish or obstruct any view from the Units and any expressed or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed. Each Unit

Owner, by acceptance of a deed, acknowledges that any view from the Units as of the date of the purchase of the Unit may be impaired or obstructed by the natural growth of existing landscaping, the installation of additional trees, other landscaping or other types of improvements or barriers (both natural and artificial) on the Common Area.

Section 3.04 Assignment, Reassignment, of Allocated Interests. Under the provisions of the Act, each Unit Owner shall own, together with its Unit, Allocated Interests in the Common Elements or, as the case may be, the Limited Common Elements. The Allocated Interests shall be calculated or recalculated upon (A) the alteration of Units (under Section 2.01(b) of this Declaration), (B) the relocation of Unit boundaries (under Section 2.01(c) of this Declaration), and (C) any other permitted addition, reduction, division, re-division or merger of any Unit or Units by dividing the horizontal square footage of each Unit by the total of the horizontal square footage of all of the Units, excluding the horizontal square footage of any Common Element or Limited Common Element not within or appurtenant to a Unit. The Allocated Interests in the Common Elements assigned to the Unit Owners are set forth on Exhibit B attached hereto and made a part hereof.

Section 3.05 Total Percentage Ownership. The total Allocated Interests equal 100 percent, with such minor variation from 100 percent as may arise because of rounding. The Allocated Interests shall be restated, from time to time, by the recording of updated restated versions of Exhibit B that accurately reflect the proportionate undivided interest in the Common Elements. The Executive Board shall approve, duly execute, and Record restated versions of Exhibit B if the Executive Board (or the MC as the case may be) has permitted the alteration of Units (under Section 2.01(c) of this Declaration), the relocation of Unit boundaries (under Section 2.01(d) of this Declaration), or any other permitted addition, reduction, division, re-division or merger of any Unit or Units necessitating a restatement to ensure that Exhibit B that accurately reflects the proportionate appurtenant undivided interest in the Common Elements of each Unit. Regardless of the party charged with preparing, executing and recording updated versions of Exhibit B to this Declaration, the calculation of the Allocated Interests that will be reflected in Exhibit B, as amended, shall be in conformity with the formula set forth in Section 3.05 of this Declaration.

Section 3.06 Appurtenant Interests. The Allocated Interest of each Unit, and any interest of a Unit in the Limited Common Elements, are and shall remain appurtenant to the Units and shall remain undivided among the Units with which they are appurtenant, *provided that*, in certain instances as permitted under Section 2.01, the Allocated Interests of a Unit shall be altered in conformity with Section 3.04. The undivided interest in the Common Elements and the Limited Common Elements may not be separated from the Unit to which such interest pertains and shall be deemed to be conveyed, leased or encumbered with the Unit even though such interest is not expressly referred to or described in the deed, lease, Mortgage, deed of trust or other instrument.

IV. Article Four: Additional Provisions Regarding Limited Common Elements

Section 4.01 Limited Common Elements. In addition to, and not in limitation of, other Limited Common Elements described in this Declaration or that may be determined to be Limited Common Elements where such a determination is not made specifically in the Declaration, not less than the following Common Elements shall be allocated as Limited Common Elements to and for the exclusive use of fewer than all of the Unit Owners:

i. *Balconies.* Balconies attached to the exterior of the Buildings and designated on the Declaration Plan shall be allocated to and for the exclusive use of the Unit that has access to that specific balcony.

Section 4.02 Limited Common Expenses. The Common Expenses pertaining to the Limited Common Elements shall be paid only by the Unit Owners whose Units have exclusive use of the Limited Common Elements proportionately based on the square footage of each Unit having use of the Limited Common Element in question divided by the total square footage of all of the Units having use of the Limited Common Element in question.

V. Article Five: Common Expenses; Maintenance, Repair and Replacement

Section 5.01 Common Expenses. The Common Expenses shall include all costs and expenses of the following: (i) Administration and operation of the Condominium as well as the maintenance, repair, and replacement of the Common Elements; (ii) Insurance for the Condominium and the Common Elements, including the Limited Common Elements, against personal, property or casualty loss, together with other types of insurance coverage for the Condominium deemed necessary or desirable by the Executive Board; (iii) Utilities serving the Common Elements; (iv) Legal, accounting, engineering and other services; (v) Management services; (vi) Landscaping, mowing, snow removal and rubbish removal; (vii) working capital; (viii) Costs and expenses approved in the budget process as common by the Association; (ix) Costs and expenses declared common by provisions of this Declaration or the Act; and (x) any Reserve for contingencies and the replacement of the Common Elements in accordance with this Declaration or the Act, to the extent such a reserve is provided for by the Association. The Common Expenses shall be a charge upon all Units, to be paid by all of the Unit Owners, in proportion to their Allocated Interests as further described in this Declaration.

Section 5.02 Budget; Annual and Regular Assessments.

(a) **Preparation of the Budget.** The Executive Board shall annually prepare an Association budget containing an estimate of the total amount of the Common Expenses. The budget shall reflect the separate assessment of any expenses related to Limited Common Elements. The Executive Board may on its own ask the Managing Agent to assist in the preparation of a budget and manage the day to day operation of Terrace Park East. The budget shall be used for calculating the Annual Assessment.

(b) **Approval of the Budget.** Within 30 days after adoption of any proposed budget for the Condominium, the Executive Board shall provide a summary of the budget to all the Unit Owners, and shall set a date for a meeting of Unit Owners to consider ratification of the budget not less than 14 nor more than 30 days after mailing of the summary. Unless at that meeting a majority of all Unit Owners, represented in person or by proxy, reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by the Unit Owners must be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Executive Board.

(c) **Annual Assessment.** To provide for the operation and management of the Association and to provide funds for the Association to pay all Common Expenses and to perform its duties and obligations under the Condominium Documents, the Association, for each fiscal year, shall assess an Annual Assessment against each Unit consistent with the budget and this Declaration. The rate of Annual Assessment shall be the product of the Allocated Interests attributable to the Unit and the Common Expenses for the applicable fiscal year's budget. The aggregate of all of the Assessments calculated in this manner shall equal 100 percent of the Common Expenses for the applicable fiscal year, with such minor variations as may be due to rounding. All Assessments made to meet the Association's annual budget shall, unless the budget provides otherwise, be (i) deemed to be adopted and assessed annually; (ii) made according to this Declaration and under the Act; and (iii) due and payable on the first day of the year by each Unit Owner, *provided that*, the Executive Board may, in its discretion and by a standard policy to be

described in the Association Rules, permit periodic payments of the Annual Assessment called for by the budget.

(d) Failure to Prepare a Budget. The failure or delay of the Executive Board to prepare, or of the Association to adopt, a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Owner's obligation to pay his allocable share of the Common Expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each Unit Owner shall be assessed an Annual Assessment at the rate established for the previous fiscal year until notified of the adoption of a revised Annual Assessment in connection with the adoption of a new annual or adjusted budget.

(e) Reserve Fund. Within the budget, the Executive Board may establish and maintain an adequate reserve fund as circumstances require from time to time for working capital, operations, contingencies, capital improvements, maintenance, repair and replacement of the Common Elements, that are anticipated to require maintenance, repair and replacement. The Association shall not be obligated to charge against the reserves if to do so would violate the terms of any agreement of the Association or if such reserves are held for purposes not related to the need for emergency expenditures.

(f) Additional Regular Assessments. If the annual budget shall prove to be insufficient to cover the actual Common Expenses for any reason (including a Unit Owner's non-payment of an Assessment), except for any discretionary additions, alterations, improvements or replacements of Common Elements (see next Section), the Executive Board shall have the power at any time, and from time to time, to modify the proposed annual budget to meet the Association's actual financial needs by the procedure set forth for the adoption of the Budget in Subsection (b) of this Section. If the rate of Assessment for any Unit changes during any fiscal year under the provisions hereof, the Annual Assessment attributable to such Unit shall be prorated between the applicable rates upon the basis of the number of days in the fiscal year that the Unit was assessed under each rate.

(g) Purposes for Which Association's Funds May be Used. The Association shall apply all funds and property collected and received by it (including the Assessments, fees, loan proceeds, surplus funds and all funds and property received by it from any other source) for the common good and benefit of the Condominium and the Unit Owners by devoting said funds and property, among other things, to the Common Expenses which may be necessary, desirable or beneficial to the general common interests of the Condominium and the Unit Owners.

(h) Surplus Funds. The Association shall not be obligated to spend in any year all the Assessments and other sums received by it in such year, and may carry forward, as a surplus, any balances remaining. The Association shall not be obligated to reduce the amount of the Annual Assessment in the succeeding year if a surplus exists from a prior year, and the Association may carry forward from year to year such surplus as the Association in its discretion may determine to be desirable for the greater financial security of the Association and the accomplishment of its purposes. The Association is expressly authorized to apply any surplus funds remaining at the end of a budget year into the Reserve Fund.

Section 5.03 Special Assessments; Specific Assessments.

(a) Projects Requiring Unit Owner Approval. Whenever, in the judgment of the Executive Board, the Common Elements shall require additions, alterations or improvements, or when any part of the Common Elements needs to be replaced, and the costs of such additions, alterations, improvements or replacements (i) were not planned for or considered in the annual budget and (ii) will cost in excess of Thirty-Five Thousand Dollars (\$35,000) during any period of twelve (12) consecutive months, the Executive Board shall follow the procedures set forth in Subsection (b) of this Section to obtain Unit

Owner consent. These Special Assessments (and Specific Assessments discussed later in this Section) may not be used to circumvent the notice and membership approval requirements for budgets under this Article and West Virginia law.

(b) When Unit Owner Approval Required. When the approval of the Unit Owners is required by Subsection (a) of this Section, such requests shall be put to the Unit Owners for a vote and shall require a vote of the majority of the Unit Owners present in person or by proxy at a duly called meeting of the Association at which a quorum is present to approve such requests from the Executive Board. Notwithstanding any other provision hereof or of the Bylaws, written notice of any meeting called for the purpose of approving the establishment of any Special Assessment under Subsection (a) hereof shall be sent to all Unit Owners not less than three (3) days nor more than 10 days before the date of said meeting.

(c) When Unit Owner Approval Not Required. Any additions, alterations or improvements costing less than Thirty-Five Thousand Dollars (\$35,000) during any period of twelve (12) consecutive months may be made by the Executive Board without approval of the Unit Owners, even in the event that the same were not planned for in the annual budget or in projected annual budgets and the cost thereof shall constitute a Common Expense or Limited Common Expense, depending on the nature of the additions, alterations or improvements. Any amount more than Thirty-Five Thousand Dollars (\$35,000) may be allocated and funded at any time without consent of the Unit Owners if such expenditure is deemed an emergency and necessary to maintain the common area in a safe and secure condition. Such expenditure would require a unanimous vote of the Executive Board.

(d) Specific Assessment. The Association shall have the power to levy Specific Assessments against a particular Unit or Units, either periodically or in lump sums, as follows:

(1) to cover the costs, including overhead and administrative costs, of providing benefits, items, or services to the Unit Owners upon request of the Unit Owners under a menu of special services that the Association may from time to time authorize to be offered to Unit Owners (which might include janitorial services, garbage collection, pest control services, cable, digital, satellite or similar television service, internet, intranet, and other computer-related services, security, caretaker, fire protection, utilities, and similar services and facilities), which Assessments may be levied in advance of the provision of the requested benefit, item or service as a deposit against charges to be incurred by the Unit Owners;

(2) to cover any outstanding costs associated with maintenance, repair, and replacement of any improvements to the Common Elements;

(3) to cover any and all additional costs incurred in fulfilling the obligations and responsibilities of the Executive Board with regard to the improvements to the Common Elements; and

(e) Unit Owner Liability. Notwithstanding anything herein to the contrary, all costs and expenses of the maintenance, repair and replacement of any of the Common Elements caused by unreasonable negligence or misuse by any Occupant or invitee of a Unit or the construction or reconstruction of a Unit shall be borne solely by that Unit Owner. The Executive Board shall assess such Unit Owner for such costs and expenses as a Specific Assessment under this Declaration.

(f) The \$35,000.00 threshold under this Section 5.03 ("Spending Cap") shall be adjusted effective on the anniversary date of the recording of this Declaration. The Spending Cap shall be adjusted using the "Consumer Price Index for All Urban Consumers" (1982-84=100) (the "CPI") published by the Bureau of Labor Statistics of the United States Department of Labor. The CPI annual average for the year 2019 shall be the base figure, and the Spending Cap be adjusted (the "Adjusted Spending Cap") as of each Adjustment Date in direct proportion to the change in the CPI from the base figure compared to the

most recently published monthly CPI figure; provided, however, that in no event shall the amount of the Adjusted Spending Cap be less than the amount of the Spending Cap.

Section 5.04 Financing; Assignment of Future Income.

(a) Financing Permitted. Whenever the Association is permitted to make expenditures, the Association may seek financing as a source of funding for those expenditures, *provided that* any loans to the Association must be approved by the Unit Owners as set forth in Subsection (b) hereof.

(b) Unit Owner Approval of Financing. When the approval of the Unit Owners is required by Subsection (a) of this Section, such requests shall be put to the Unit Owners for a vote and shall require a vote of the majority of the Unit Owners present or represented by proxy at a duly called meeting of the Association at which a quorum is present to approve such requests from the Executive Board. Notwithstanding any other provision hereof, or of the Bylaws, written notice of any meeting called for the purpose of approving financing under Subsection (a) hereof shall be sent to all Unit owners not less than fourteen (14) days nor more than thirty (30) days before the date of said meeting.

(c) Pledging Future Income and Liens. The Executive Board shall have the right to pledge, assign, or dedicate the right to its future income, and any liens securing that income, whether in the form of Annual, Special or Specific Assessments or other type of Assessment or future income in any other form, for the purposes of securing financing for projects that the Executive Board has the power to undertake within the terms of the Condominium Documents.

Section 5.05 Periodicity and Method of Payment. The Executive Board shall fix the periodicity and method of payment of the Common Expenses and the policies for late charges, interest rate to be fixed by the Executive Board but not exceeding the maximum rate permitted by the Act or other law on late payments and lien enforcement in accordance with this Declaration.

Section 5.06 Assessment Liens; Collection.

(a) Creation of and Personal Obligation for Assessments. All Unit Owners are deemed to covenant and agree, to pay Assessments to the Association in accordance with this Declaration. All Assessments shall be established and collected as provided in this Declaration or in the Condominium Documents.

(b) Creation of Lien. The Assessments, together with pre-and post-judgment interest, late charges and all costs, including but not limited to reasonable attorneys' fees (as may be permissible under law) or other collateral costs, incurred by the Executive Board in collecting or attempting to collect delinquent Assessments, whether or not a lien is perfected therefor or a civil action is filed, shall be a charge on the Unit and shall be a continuing lien upon the Unit against which each such Assessment is made. Each Assessment, together with interest and all costs, including but not limited to reasonable attorneys' fees incurred by the Executive Board in collecting or attempting to collect delinquent Assessments, whether or not a lien is perfected therefor or a civil action is filed, shall also be the personal obligation of each person who was a Unit Owner at the time when the Assessment became due. The personal obligation for delinquent Assessments shall not pass to the successors in title of the Unit Owner unless expressly assumed by them (unless title is transferred to one or more such successors for purposes of avoiding payment of any Assessment or is transferred to a Person controlling, controlled by or under common control with the Unit Owner transferring title), but the lien, if perfected, created by this Declaration against the applicable Unit shall continue to secure payment of such delinquent Assessment (including, but not limited to, any and all interests and late charges) until the same are fully paid in conformance with the prescriptions and proscriptions of the Act.

(c) Priority of Lien. The Assessment Lien shall have priority over all liens or claims except for (i) liens and encumbrances recorded before the recordation of the Declaration; or (ii) a first security interest on a Unit recorded before the date on which the Assessment sought to be enforced became delinquent, except to the extent of the Assessments based on the periodic budget adopted by the Executive Board that would have become due in the absence of acceleration during the six (6) months immediately preceding institution of an action to enforce the lien; and (iii) liens for real estate taxes and other governmental assessments or charges against a Unit.

(d) Enforcement. The Association shall have the right, at its option, to enforce collection of any delinquent Assessments together with interest, lien fees, reasonable attorneys' fees and any other sums due to the Association in any manner allowed under the Act, including, but not limited to: (a) bringing an action at law against the Unit Owner personally obligated to pay the delinquent Assessments and such action may be brought without waiving the Assessment Lien securing the delinquent Assessments; or (b) enforce the Assessment Lien against a Unit by judicial foreclosure conducted in accordance with the provisions of applicable law, or (c) in any other manner permitted by law. In addition to the foregoing:

(1) The Executive Board may, in its discretion, require the payment of a reasonable late charge, together with interest at the rate established by the Association, when Assessment payments are delinquent. The Executive Board may establish a Association Rule regarding delinquency and the application of fines and interest.

(2) In any case where an Assessment against a Unit Owner is payable in installments, upon a default by such Unit Owner that leads to the exercise by the Association of remedies against the Unit Owner for the unpaid Assessment, the maturity of the remaining total of the unpaid installments for the then current budget year may be accelerated, at the option of the Executive Board, and the entire balance of the Assessment may be declared due and payable in full by the service of notice to such effect upon the defaulting Unit Owner and his Mortgagee by the Executive Board or the Managing Agent.

(3) The failure of the Association to send a bill to a Unit Owner shall not relieve any Member of his liability for any Assessment or charge under this Declaration.

(4) The Association shall have the right to adopt Association Rules setting forth procedures for the billing and collection of the Assessments provided that the procedures are not inconsistent with the provisions of this Declaration or Applicable Law.

(e) Remedies Cumulative. The Executive Board shall have all remedies set forth in the Condominium Documents, the Act, the laws of West Virginia and the laws of the United States to enforce and collect assessments due to it under this Declaration. All remedies set forth in the Condominium Documents shall be cumulative of any remedies available at law or in equity, in any action or remedy taken by the Executive Board to enforce the provisions of the Condominium Documents, if the Executive Board prevails, it shall be entitled to recover all costs, including reasonable attorneys' fees and costs incurred in such action, regardless of whether suit is filed and including any appeals.

(f) No Obligation to Act. The Association shall not be obligated to take action to enforce any covenant, restriction or other requirements of the Condominium that the Association in the exercise of its business judgment determines is: (i) or is likely to be construed as inconsistent with applicable law; (ii), or in any case in which the Association reasonably determines that the Association's position is not strong enough to justify taking enforcement action; (iii) or is not financially in the best interest of the Association based on its duties, financial obligations and reserves; (iv) or is not consistent

with the interests of the Association as a whole. Any such determination shall not be construed as a waiver of the right of the Association to enforce such provision under any circumstances or prevent the Executive Board from enforcing any other covenant, restriction or requirement.

(g) Evidence of Payment of Assessments. Upon receipt of a written request by a Unit Owner or his Mortgagee, the Executive Board, within a reasonable period of time thereafter, shall issue to such person a written certificate stating (i) that all Assessments, interest and other fees and charges have been paid with respect to any specified Unit as of the date of such certificate; or (ii) if all Assessments have not been paid, the amount of such Assessments, interest, fees and charges due and payable as of such date. The Executive Board may make a reasonable charge for the issuance of such certificates, which charges must be paid at the time the request for any such certificate is made. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with respect to any matters therein stated as against any bona fide Purchaser of, or lender on, the Unit in question.

Section 5.07 Other Remedies; Miscellaneous Remedy Matters.

(a) Fines. Reasonable fines, penalties, and charges may be levied by the Executive Board against Unit Owners who are in default of or have breached the Condominium Documents. Fines, penalties, and charges shall constitute Specific Assessments.

(b) Abating and Enjoining Certain Violations by Unit Owners. Any violations of any of the Condominium Documents or the Act by the Unit Owner or occurring in a Unit that threaten other Units, Unit Owners or guests or that cause unsafe conditions on the Property, shall give the Executive Board or the Managing Agent, in addition to any other rights set forth in the Condominium Documents, and only in accordance with applicable law, the right to; (i) enter the Unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Executive Board shall not thereby be deemed guilty in any manner of trespass; and (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such default.

(c) No Waiver of Rights. The failure of the Executive Board to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents or the UCIOA shall not constitute a waiver of the rights of the Association or the Executive Board. All rights, remedies and privileges shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the Executive Board from exercising such other privileges as may be granted to such party.

VI. Article Six: Association Organization, Membership, Governance, Voting, and Powers

Section 6.01 Formation. The Association shall be a nonprofit West Virginia corporation charged with the duties and vested with the powers prescribed by law and set forth in the Articles, and the Condominium Documents. In the event of any conflict or inconsistency between this Declaration and either of the Articles, By-Laws, or the Association Rules, this Declaration shall control, in the case of an inconsistency or conflict between this Declaration and the Act, the Act shall control. The Association may exercise any right or privilege given to the Association expressly by this Declaration or the Act and every other right or privilege reasonably to be implied from the existence of any right or privilege given to the Association by the Declaration or the Act or reasonably necessary to effectuate any such right or privilege.

Section 6.02 Membership.

(a) Association Memberships. Every Owner of a Unit shall be an Association Member. There shall be one (1) Association Membership for each Unit, which Association Membership shall be held jointly by all Owners of that Unit.

(b) Transfer Restricted. The rights and obligations of any Association Member shall not be assigned, transferred, pledged, conveyed or alienated in any way except upon transfer of ownership of a Unit, and then only to the transferee of ownership of the Unit. A transfer of ownership of a Unit may be effected by deed, intestate succession, testamentary disposition, foreclosure or such other legal process as is now in effect or as may hereafter be established under or pursuant to applicable law. Any attempt to make a prohibited transfer of the rights and obligations of an Association Member shall be void. Each Purchaser of a Unit shall notify the Association of his, her, or its purchase of a Unit.

Section 6.03 Voting.

(a) Voting on all matters and at all meetings of the Association shall be conducted on the basis of the Allocated Interests of each Unit. Unless otherwise specifically provided in the Bylaws or otherwise required by the UCIOA, a majority of the Allocated Interests represented (in person or by proxy) at any meeting at which a quorum is present, shall constitute the affirmative act of the Unit Owners on any questions properly before such a meeting.

(b) Each Unit's vote is indivisible and may not be cast in portions or split in any manner. Where the ownership of a Unit is held by more than one Person, the Person who shall be entitled to cast the vote of all of the Allocated Interests assigned to that Unit shall be the Person present at the meeting. If more than one of the owners is present at the meeting, the vote allocated to that Unit (counted on the basis of the Allocated Interest) may be cast only in accordance with the agreement of a majority of the owners. There is majority agreement if any one of the owners casts the vote allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit.

(c) Subject to the requirements of W.Va. Code § 36B-3-110, wherever the approval or disapproval of a Unit Owner is required by the UCIOA or the Condominium Documents, such approval or disapproval shall be made only by the Person(s) who would be entitled to cast the vote of such Unit at any meeting of the Association.

(d) Except where a greater number is required by the UCIOA, the West Virginia Non-Profit Corporation Act, the Articles of Incorporation of the Association or the Condominium Documents, a Majority of the aggregate Allocated Interests present at such meeting or by proxy is required to adopt decisions at any meeting of the Association.

(e) No votes allocated to a Unit, owned by the Association may be cast.

(f) No votes allocated to a Unit may be cast by any Lessees, tenants, or Occupants other than the Unit Owner.

(g) For the purpose of voting, unless any member of the Executive Board has actual knowledge that an individual Person is not authorized to vote on behalf of a Corporate Person that is a Unit Owner, the Association (and the chairman of the meeting) may rely on the authority of the Person purporting to cast an authorized vote on behalf of a Corporate Person Unit Owner. It shall be the sole responsibility

of Corporate Person Unit Owners to notify the President and the Secretary if such Unit Owner desires to specifically exclude Persons from casting the votes retained by the Person as a Unit Owner.

Section 6.04 Quorum; Decisions. Except as otherwise provided in this Declaration, the presence in person, or by proxy, of Unit Owners entitled to cast votes representing twenty percent (20%) of the aggregate Allocated Interests shall constitute a quorum at all meetings of the Association. For the purposes of determining whether a quorum is present (i) Units owned by the Association shall not be counted in the determination of present Units or the determination of the aggregate Allocated Interests; and (ii) Units owned by Corporate Persons shall be deemed “present” if an officer or agent of that Person, authorized to vote the interests of that Person is physically present, or the Person is represented by proxy, at the meeting.

Section 6.05 Executive Board. The affairs of the Association shall be conducted by the Executive Board and such officers as the Executive Board may elect or appoint in accordance with the Articles and Condominium Documents. Unless this Declaration, the Bylaws or the Act specifically require otherwise, the vote or written consent of the Association Members and any approvals or actions to be given or taken by the Association, shall be valid if given or taken by the Executive Board. The Executive Board may appoint various committees in its discretion. The Executive Board may also appoint or engage a Managing Agent to be responsible for the day-to-day operation of the Association and the Condominium, pursuant to the requirements of Section 6.11 of this Declaration. The Executive Board shall determine the compensation to be paid to any such Managing Agent.

Section 6.06 Executive Board Powers. In addition to the duties permitted to be exercised by, or imposed by the Condominium Documents, or by any resolution of the Association that may hereafter be adopted, the Executive Board shall act on behalf of the Association and the powers of the Executive Board shall include, but shall not be limited to, the following:

- (1) Prepare and adopt an annual budget, in which there shall be expressed the assessments of each Unit for the Common Expenses.
- (2) Make assessments against Units to defray the costs and expenses of the Property, establish the means and methods of collection of such assessments from the Unit and establish the period of the installment payment of the annual assessment for Common Expenses.
- (3) Provide for the operation, care, upkeep and maintenance of the Common Elements.
- (4) Designate, hire and dismiss the personnel necessary for the maintenance, operation, repair and replacement of the Common Elements and provide services for the Property as the Executive Board deems necessary and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties, which supplies and equipment shall be deemed part of the Property.
- (5) Collect the assessments against the Unit Owners, deposit the proceeds thereof in bank depositories designated by the Executive Board and use the proceeds to carry out the administration of the Property.
- (6) Open bank accounts on behalf of the Association and designate the signatories thereon.

(7) Make, or contract for the making of repairs, additions and improvements to or alterations of the Property, and repairs to and restoration of the Property, in accordance with this Declaration and the Condominium Documents, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

(8) Regulate, in its discretion, the external design, appearance, use and maintenance of the Common Elements.

(9) In its sole discretion impose reasonable fines as set forth in the Association Rules and issue a cease and desist request to a Unit Owner, his guests, invitees, or Lessees for those actions which are inconsistent with the provisions of the UCIOA, the Condominium Documents or resolutions of the Executive Board (upon petition of any Unit Owner or upon its own motion).

(10) From time to time, as required, provide interpretations of the Articles of Incorporation, the Condominium Documents, and resolutions of the Unit Owner's Association or the Executive Board.

(11) Enforce by legal means the provisions of the Condominium Documents, the West Virginia Non-Profit Corporation Act, the UCIOA and the Articles of Incorporation, act on behalf of the Unit Owners with respect to all matters arising out of any eminent domain proceeding, and notify the Unit Owners of any litigation against the Association involving a claim in excess of ten percent of the annual budget.

(12) Obtain and carry insurance against casualties and liabilities, pay the premiums therefor and adjust and settle any claims there under.

(13) Pay the cost of all authorized services rendered by the Association and not billed to Unit Owners of individual Units or otherwise provided for in the Condominium Documents.

(14) Keep books with detailed accounts in chronological order of the receipts and expenditures affecting the Condominium, specifying the expenses of maintenance and repair of the Common Elements and any other expenses incurred. All books and records shall be kept in accordance with generally accepted accounting principles. The Executive Board may require that the books be audited by an independent auditor or reviewed by a third-party accountant. The cost of such audit or review shall be a common expense.

(15) The Executive Board may grant and accept easements and licenses pursuant to W.Va. Code §§ 36B-3-102(a) (8) and (9).

(16) Borrow money on behalf of the Association pursuant to the terms and conditions set forth in Section 5.04 of this Declaration.

(17) Acquire, hold and dispose of title to any Unit or Units and borrow against the same utilizing the Unit as collateral if such expenditures and hypothecations are included in the budget adopted by the Association.

(18) Furnish the "Certificate for Resale" statement required by W.Va. Code § 36B-4-109 of the UCIOA, within ten (10) days after the receipt of a written request from any Unit Owner or their agent.

(19) Do such other things and acts not inconsistent with applicable law, the Condominium Documents or the Articles of Incorporation.

(20) The Executive Board may delegate to one of its members, or to a person employed for such purpose, the authority to act on behalf of the Executive Board on such matters relating to the duties of the Managing Agent if any, which may arise between meetings of the Executive Board as the Executive Board deems appropriate.

Section 6.07 Limitations of the Power of the Executive Board. The Executive Board may not act on behalf of the Unit Owners' Association to (i) amend the Declaration, (ii) to terminate the common interest community, or to (iii) elect members of the Executive Board or determine the qualifications, powers and duties, or terms of office of Executive Board Members. No Board Member may vote on any matter or issue which may either directly or indirectly benefit the Board Member or Board Member's family monetarily or in-kind benefits. No Board Member shall receive compensation for serving as a Board Member. However, a Board Member shall be reimbursed for any expenses associated with the common area expenses of the Association. Expenditure and reimbursement must be approved by the Executive Board before expenses are incurred.

Section 6.08 Association Rules. The Executive Board may, from time to time, and subject to the provisions of this Declaration and the Act, adopt, amend and repeal rules and regulations pertaining to: (a) the management, operation and use of the Common Elements; (b) minimum standards for any maintenance of Common Elements or Units; and (c) any other subject within the jurisdiction of the Association. In the event of any conflict or inconsistency between the provisions of this Declaration and the Association Rules, the provisions of this Declaration shall prevail.

Section 6.09 Composition of Executive Board. The Executive Board shall consist of such Association Members as may be selected according to dictates of the Articles and Bylaws of the Association, *provided that*, the Executive Board shall always consist of at least five to seven members, all of whom shall be Unit Owners. A majority of the members of the Executive Board shall be resident Unit Owners that reside within the Condominium. The Executive Board may appoint officers who are non-resident owners.

Section 6.10 Bylaws. The Executive Board shall adopt the Bylaws for the regulation of its meetings and affairs and the completion of any items not covered by this Declaration or the Act related to the governance of the Association. Any amendments to the Bylaws shall be made pursuant to the provisions stated in the Bylaws.

Section 6.11 Managing Agent. The Executive Board may employ for the Property a Managing Agent, upon terms and conditions, and for compensation, to be established by the Executive Board.

(a) **Requirements.** The Managing Agent shall be a Person, or shall employ Persons, possessing a high level of competence in the technical skills necessary to manage the Property in a professional and responsible manner to the benefit of all Unit Owners. The Managing Agent must be able to advise the Executive Board regarding the administrative operation of the Property, creating an annual budget including fixed and contract expenses and may employ personnel knowledgeable in the areas of condominium insurance, accounting, contract negotiation, labor relations and condominium regulation and management. The Managing Agent shall not enter into any contract or agreement with third party without the written approval of the Executive Board.

(b) Duties. The Managing Agent shall perform such duties and services as the Executive Board shall direct. The Executive Board may delegate to the Managing Agent any of the powers granted to the Executive Board to the extent permitted under applicable law. The Managing Agent shall only have those powers expressly delegated to it by the Executive Board.

(c) Standards. The Executive Board shall impose appropriate standards of performance upon the Managing Agent, and the Managing Agent shall abide by the terms of the Condominium Documents, as the same may be applicable to the Managing Agent or the governance of the Property.

(d) Limitations. The Executive Board shall employ a Managing Agent, if any, for such term as the Executive Board may determine. Any contract with the Managing Agent must provide that it may be terminated, without payment of a termination fee, without cause on not more than sixty days' written notice and may be terminated immediately with cause.

Section 6.12 Modifications.

(a) Modifications Committee. The Executive Board may establish a Modifications Committee ("MC") by the Executive Board. The members of the MC shall serve at pleasure of the Executive Board. The MC shall have jurisdiction over Modifications, according to the terms and conditions of this Section.

(b) Modification Guidelines.

i. Modification Guidelines. The Executive Board may adopt Modification Guidelines for the Condominium. The Modification Guidelines are intended to provide guidance to Unit Owners regarding the review of applications by Unit Owners for Modifications. The Modification Guidelines are not the exclusive basis for decisions of the Modification Committee and compliance with the Modification Guidelines does not guarantee approval of any application. Notwithstanding anything to the contrary in this Section or in any Modifications Guidelines that may be adopted, the Modifications Guidelines shall be consistent with, and the MC shall decide all matters before it in a manner consistent with the Act and this Declaration.

ii. Amendment. The Modification Guidelines may be amended at any time by the Executive Board, provided that amendments to the Modification Guidelines may not be used to invalidate prior approved projects, ex post facto, unless such project represents a structural threat to the Condominium.

(c) Procedures. Plans and specifications showing proposed Modifications to Units, including the nature, kind, shape, size, materials, and location of all proposed Modifications shall be submitted to the appropriate reviewing body for review and approval (or disapproval). In reviewing each submission, the MC shall consider any issues related to structural integrity of the Condominium and may consider the quality of workmanship and design, among other considerations. Each Owner submitting plans to the MC shall hold the members of the MC, the Association and the Executive Board harmless and shall indemnify said parties against any and all damages, liabilities, and expenses incurred in connection with the review process of this Declaration. In the event that the MC fails to approve or to disapprove any application within thirty (30) days after submission of all information and materials reasonably requested, the application shall be deemed approved. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with the Modification Guidelines unless a variance has been granted in writing by the MC.

(d) No Waiver of Future Approvals. Approval of proposals, plans and specifications, or drawings for any Modification shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings, or other matters subsequently or additionally submitted for approval to the Modifications Committee.

(e) Limitation of Liability. Neither the Association, the Executive Board, or MC or any committee, or member of any of the foregoing shall be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction on or Modifications.

(f) Enforcement. Any member of the MC or the Executive Board, or the representatives of each shall have the right, during reasonable hours and after reasonable notice, to enter upon any Unit to inspect for the purpose of ascertaining whether any Modification is in violation of this Section. Any Modification made in violation of this Section shall be deemed to be nonconforming. Upon written notice from the MC, Owners shall, at their own cost and expense, cure any violation or nonconformance and restore the Unit to substantially the same condition as existed prior to the nonconforming work. Should a Unit Owner fail to cure as required the Executive Board shall have the right to enter the Unit, cure or remove the violation, and restore the property to substantially the same condition as previously existed. Entry for such purposes and in compliance with this Section shall not constitute a trespass. All costs, together with the interest at the maximum rate then allowed by law, may be assessed against the benefited Unit and collected as a Specific Assessment.

Section 6.13 No Personal Liability. No Association Official shall be personally liable to any Association Member, or to any other Person including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Executive Board or any member thereof, the Managing Agent, any representative or employee of the Association, any officer of the Association or any member of any other committee of the Association; *provided, however,* the limitations set forth in this Section shall not apply to liability for any of the following: (A) the amount of a financial benefit that a member of the Executive Board received to which he was not entitled; (B) an intentional infliction of harm on the Association; (C) a violation of W. Va. Code § 31E-8-833 or any subsequent law of like import; (D) an intentional violation of criminal law; or (E) damages incurred in the case of a Director who votes for or assents to a distribution in violation of the law of the State of West Virginia, these Articles or the Condominium Documents.

Section 6.14 Implied Rights of the Association. The Association may exercise any right or privilege given to the Association expressly by the Condominium Documents and every other right or privilege reasonably to be implied from the existence of any right or privilege given to the Association by the Condominium Documents or reasonably necessary to effectuate any such right or privilege.

Section 6.15 Indemnification. The Association shall indemnify each and every Association Official against any and all expenses, including attorneys' fees, reasonably incurred by or imposed upon an Association Official in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the Executive Board serving at the time of such settlement) to which he or she may be a party by reason of being or having been an Association Official, unless the liability for such expenses arises out of his or her own intentional misconduct. A Board Member will be held liable to the Association for willful misconduct or acting in bad faith. No Association Official shall have any personal liability with respect to any contract or other commitment made by them or action taken by them, in good faith, on behalf of the Association (except indirectly to the extent that such Association Official may also be an Association Member of the Association and therefore subject to Assessments hereunder to fund a liability of the Association), and the Association shall indemnify and forever hold each such Association Official free and harmless from and against any and all liability to others on account of any such contract, commitment or action. Any right to indemnification provided for herein shall not be exclusive

of any other rights to which any Association Official may be entitled, if the Executive Board deems it appropriate, in its sole discretion, the Association may advance funds to or for the benefit of any Association Official who may be entitled to indemnification hereunder to enable such Association Official to meet ongoing costs and expenses of defending himself or herself in any action or proceeding brought against such Association Official by reason of his or her being, or having been, an Association Official. In the event it is ultimately determined that an Association Official to whom, or for whose benefit, funds were advanced pursuant to the preceding sentence does not qualify for indemnification pursuant to this Section or otherwise under the By-Laws or applicable law, such Association Official shall promptly upon demand repay to the Association the total of such funds advanced by the Association to him or her, or for his or her benefit, with interest (should the Executive Board so elect) at a rate not to exceed 10 percent a year from the dates advanced until paid.

VII. Article Seven: Restrictions on Use, Occupancy and Alienation of Common Elements

The Association hereby DECLARES the following restrictions on the use, occupancy and alienation of the Units and the Common Elements:

Section 7.01 Use of Units; General Restrictions on Leasing and Lessees

(a) Residential Use Restriction; Leasing. The Unit Owners may use the Units only for any lawful residential purposes and are strictly prohibited from using the Units for business or trade purposes; *provided, however*, Units 105, 106, and 108 may be used for business or trade purposes. The terms "business" and "trade" as used in this Section shall be construed to have ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether, (i) such activity is engaged in full or part time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required for such activity. The leasing of a Unit by the Unit Owner thereof shall not be considered a trade or business within the meaning of this sub-section.

(b) Leased Units. Unit Owners may lease their Unit (but not less than an entire Unit) or any space that may become a Unit subject to the following requirements:

(1) The Lessees and tenant(s) shall conform with this Declaration and all other Condominium Documents;

(2) The Executive Board may adopt standard lease terms that must be used by all Unit Owners leasing their respective Units, and the Executive Board may require standard lease terms be attached as riders to every lease.

(3) The rights of any Lessee or tenant shall be subject to and each such Lessee or tenant shall be bound by the covenants, conditions and restrictions contained in this Declaration, and a default thereunder shall constitute a default under such lease or sublease;

(4) The Association's Assessment Lien shall be prior and superior to any interest arising out of a lease regardless of when the Assessment Lien arose, whether the Assessment Lien appeared of Record, and whether the lease (or a memorandum thereof) was Recorded; and

(5) The obligations and liabilities of the Unit Owner, including under the Condominium Documents, By-laws and the Association Rules, shall continue during the tenancy.

(c) **Lessee's Rights.** Lessees shall not be Unit Owners or members of the Association. Lessees shall exercise no voting rights in the Association and shall not be entitled to any notices, access to information or records, or any other rights of a Unit Owner. *However*, in the event that a Lessee is occupying a Unit, such Lessee shall have access to, and enjoyment of, the Common Elements to the same extent that the Unit Owner would have under this Declaration.

Section 7.02 Use of Common Elements. The Unit Owners may use the Common Elements in accordance with the Condominium Documents. No Unit shall be exempted from liability with respect to the Common Expenses by purporting to waive the enjoyment and the right to use any of the Common Elements. No action for partition or division of part of the Common Elements shall be permitted except as the Act provides.

Section 7.03 Nuisance Restriction. Subject to the express provisions of this Declaration, no Unit Owner shall permit or suffer anything to be done or kept in or about his Unit or upon the Common Elements that will obstruct or interfere with the rights of other Unit Owners, Lessees, or tenants (and their respective invitees) or annoy them by creating any unreasonable noises, odors or otherwise, nor shall any Unit Owner permit or commit any nuisance or illegal act in or about the Unit or the Common Elements.

VIII. Article Eight: Taxes; Mortgages; Insurance

Section 8.01 Taxes. Each Unit together with its Allocated Interest shall be assessed and taxed for all purposes as a separate parcel of real property entirely independent of the Building of which the Unit is a part. Neither the Buildings, the Land nor any of the Common Elements shall be assessed or taxed separately after the Declaration and the Declaration Plan are recorded, nor shall the same be subject to assessment or taxation, except as the Units and their Allocated Interests are assessed and taxed under the Act.

Section 8.02 Unit Mortgages.

(a) **Mortgagees.** Whether or not they explicitly so state, all Unit Mortgages and obligations secured thereby shall be deemed to provide that the Mortgage and the rights and obligations of the parties thereto shall be subject to the terms and conditions of the Act, the Declaration and the Declaration Plan, and shall be deemed to provide specifically, but without limitations, that the obligations secured by the Mortgage shall be pre-payable, without premium or penalty, upon the happening of a termination of the Condominium form of ownership of the Property or determination not to restore or replace the affected Unit, and that no Mortgagee shall have any right to (i) participate in the adjustment of losses with insurers or in the decisions as to whether or not or how to repair or restore damage to or destruction of the Property; (ii) receive or apply the proceeds of insurance to the reduction of the Mortgage debt or otherwise, except in the event and to the extent either of a distribution of such proceeds to Unit Owners or of insurance proceeds in excess of the cost or repair or restoration being received by the Owner of the Unit encumbered by a Mortgage; or (iii) accelerate the Mortgage debt or be entitled to exercise any other remedies by virtue of waste or alleged waste or other conditions occurring anywhere in the Property other than within the Unit that the Mortgage encumbers.

(b) **Compliance with Mortgage.** Each Unit Owner shall be responsible for complying with the terms of their agreements with their Mortgagees including but not limited to giving notice to any Mortgagees of a default in paying an assessment for Common Expenses, or any other default and giving notice to Mortgagees of any casualty, any taking in condemnation or by eminent domain and actions of the Association, and all other matters.

Section 8.03 Insurance.

(a) *Types and Amounts.* The Association shall maintain and keep in force the following types of insurances in the corresponding amounts of coverage to the extent reasonably available:

(1) Property insurance on the Common Elements insuring against all risks of direct physical loss commonly insured against or, in the case of a conversion the buildings, against fire and extended coverage perils. The total amount of insurance after application of any deductibles must be not less than eighty percent of the actual cash value of the insured property at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations, and other items normally excluded from property policies; and

(2) Liability insurance, including medical payments insurance, in an amount determined by the executive board but not less than any amount specified in the declaration, covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the common elements and, in cooperatives, also of all units.

(b) The Association shall take the reasonable steps necessary to obtain the insurance described in subsection (a); however, if the insurance described in subsections (a) is not reasonably available, the Association promptly shall cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Unit Owners. The Association may carry any other insurance it considers appropriate to protect the association or the unit owners.

(c) *Required Provisions.* Insurance obtained by the Executive Board shall be in accordance with the following provisions:

(1) Each Unit Owner is an insured person under the policy with respect to liability arising out of his interest in the Common Elements or Membership in the Association;

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

(3) No act or omission by any Unit Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery under the policy;

(4) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance; and

(5) Despite any provisions giving the insurer the right to elect to restore damage in lieu of a cash settlement, such options shall not be exercisable (A) without the written approval of the Executive Board or an insurance trustee; or (B) when in conflict with the provisions of any insurance trust agreement to which the Executive Board might be a party or as West Virginia law requires.

(d) Coverage may not be prejudiced by:

(1) Any act or negligence of one or more Unit Owners when such act or negligence is not within the control of the Executive Board; or

(2) Any failure of the Executive Board to comply with any warranty or condition regarding any portion or the Condominium over which the Executive Board has no control.

(e) Each policy required under this Section 8.03 shall contain a standard Mortgagee clause, or equivalent endorsement, without contribution.

(f) Insurance coverage obtained and maintained under this Section 8.03 may not be brought into contribution without insurance purchased by Unit Owners or their Mortgagees.

(g) Insurance coverage obtained and maintained under this Section 8.03 shall not provide that contributions or assessments may be made against any Unit Owners, Mortgagees or the Executive Board.

(h) **EXECUTIVE BOARD AS ATTORNEY-IN-FACT.** The Executive Board is hereby irrevocably appointed as attorney-in-fact for the Unit Owners of all of the Units and for each of them, for the limited purpose of managing, controlling and dealing with the interests of such Unit Owners in the Common Elements of the Property to permit the Executive Board to fulfill all of its powers, rights, functions and duties. The Executive Board is hereby irrevocably appointed as attorney-in-fact for each Unit Owner, each Mortgagee, other named insureds and their beneficiaries and any other holder of a lien or other interest in the Property for the limited purpose of adjusting and settling all claims arising under insurance policies purchased by the Executive Board and to execute and deliver releases upon the payment of claims.

Section 8.04 When Repair and Reconstruction Are Required. Except as otherwise provided in Section 8.07, in the event of damage to or destruction of all or any part of the Property as a result of fire or other casualty, the Executive Board, unless it otherwise is not obligated to do so by operation of law or formal action of the Unit Owners, shall (i) arrange for and supervise the prompt repair and restoration of the Property (including any damaged Units, and the floor coverings, kitchen or bathroom fixtures and appliances initially installed therein, and replacements thereof, but not including any furniture, furnishings, fixtures, equipment or other personal property supplied or installed by the Unit Owners in the Units); and (ii) hire all vendors, contractors, or other third parties as may be necessary, notwithstanding the foregoing, each Unit Owner shall have the right to supervise the redecorating of his own Unit.

Section 8.05 Procedure for Reconstruction and Repair.

(a) **Cost Estimates.** Immediately after a fire or other casualty causing damage to any portion of the Property, the Executive board shall obtain reliable and detailed estimates of the cost of repairing and restoring such portion (including any damaged Units and any floor coverings and kitchen and bathroom fixtures and appliances and the replacements thereof, but not including any other furniture, furnishings, fixtures or equipment installed by the Unit Owner in the Unit) to a condition as good as that existing before such casualty. Such costs may also include professional fees and premiums for such bonds as the Executive Board as Insurance Trustee determines to be necessary.

(b) **Assessments.** If the proceeds of insurance are not sufficient to defray such estimated costs of reconstruction and repair, or if upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, the amount necessary to complete such reconstruction

and repair may be obtained from the general funds for replacement reconstruction and/or shall be deemed a Common Expense and a special assessment therefore shall be levied if necessary.

Section 8.06 Disbursements of Construction Funds

(a) Construction Fund and Disbursement. The proceeds of insurance collected on account of casualty, and the sums received by the Executive Board as Insurance Trustee from collections of assessments against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(1) If the estimated cost of reconstruction and repair is less than Fifty Thousand Dollars (\$50,000.00), then the construction fund shall be disbursed in payment of such costs upon order of the Executive Board; *provided however*, that upon request of twenty percent of the Mortgagees (based upon one vote for each Mortgage owned), such fund shall be disbursed pursuant to paragraph (2).

(2) If the estimated cost of reconstruction and repair is \$50,000.00 or more, then the construction fund shall be disbursed in payment of such costs upon approval of an architect qualified to practice in West Virginia (if necessary) and employed by the Executive Board as Insurance Trustee to supervise such work, payment to be made from time to time as the work progresses. The architect shall be required to furnish a certificate giving a brief description of the services and materials furnished by various contractors, subcontractors, materialmen, the architect and other persons who have rendered services or furnished materials in connection with the work stating that: (i) the sums requested by them in payment are justly due and owing and that such sums do not exceed the value of those services and materials furnished; (ii) there is no other outstanding indebtedness known to such architect for the services and materials described; and (iii) the cost as estimated by such architect for the work remaining to be done subsequent to the date of such certificate does not exceed the amount of the construction fund remaining after payment of the sum so requested. A waiver of mechanic lien must be provided to the Association by the contractor, construction subcontractor performing labor and or supplying building materials and other supplies used by the contractor/subcontractors, and any entity providing goods and services not mentioned in this Declaration.

(b) Surplus. The first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds and, if there is a balance in the construction fund after the payment of all of the costs of the reconstruction and repair for which the fund is established, such balance shall be deposited to the checking account of the Association for the future benefit of the Unit Owners.

(c) Common Elements. When the damage is to both Common Elements and Units, the insurance proceeds shall be applied first to the cost of repairing those portions of the Common Elements which enclose and service the Units, then to the cost of repairing the other Common Elements and thereafter to the cost of repairing the Units.

(d) Certificate. The Executive Board as Insurance Trustee shall be entitled to rely upon a certificate executed by the President or Vice President, and the Secretary, certifying: (i) whether the damaged Property is required to be reconstructed and repaired; (ii) the name of the payee and the amount to be paid with respect to disbursement from any construction fund whether surplus funds to be distributed are less than the assessments paid by the Unit Owners; and (iii) all other matters concerning the holding and disbursing of any construction fund. Any such certificate shall be delivered to the Executive Board as Insurance Trustee promptly after request.

Section 8.07 When Reconstruction Is Not Required. Any portion of the Condominium for which insurance is required under this Article which is damaged or destroyed must be repaired or replaced promptly by the Association unless (i) the Condominium is terminated (ii) repair or replacement would be illegal under any state or local statute or ordinance governing health or safety, or (iii) eighty percent of the Unit Owners vote not to rebuild; *provided*, that one hundred percent of the Unit Owners with an interest in an Limited Common Element must vote not to rebuild the Limited Common Element.

IX. Article Nine: Declaration and Reservation of Easement Rights

Section 9.01 General Easement. The Association hereby DECLARES and RESERVES all easements and rights of way in and through the Common Elements for the benefit of the Executive Board and each Unit Owner as may be reasonably necessary for the purpose of discharging the respective rights and obligations of the Executive Board or the Unit Owners, whether arising under the Act or this Declaration.

Section 9.02 Access. By acceptance of this his deed of conveyance, each Unit Owner thereby grants a right of access to his Unit, as provided by W.Va. Code § 36B-3-107 to the Executive Board or the Managing Agent, or any other Person authorized by the Executive Board or the Managing Agent, or any group of the foregoing, for the purpose of enabling the exercise and discharge of their respective powers and responsibilities, including without limitation making inspections, correcting any condition originating in his Unit or in a Common Element to which access is obtained through his Unit, performing installations, alterations or repairs to the mechanical or electrical services or the Common Elements in his Unit or elsewhere in the Property or to correct any condition which violates any Mortgage; provided, however, that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether or not the Unit Owner is present.

X. Article Ten: Encumbrances and Acquisitions

Section 10.01 Encumbrances. All easements, leases, licenses, and concessions through or over the Common Elements of record in the Clerk's office or visible by inspection shall be and become encumbrances against each Unit.

Section 10.02 Conveyance or Encumbrance of Common Elements. The Association may only convey portions of the Common Elements or subject them to a security interest if the written approval or the affirmative vote, or any combination thereof, of not less than 80 percent of Members' Allocated Interests agree to that action; but all Unit owners to which any Limited Common Element is allocated must agree in order to convey that Limited Common Element or subject it to a security interest. Proceeds of the sale become an asset of the Association.

Section 10.03 The Executive Board for the benefit of the Association may purchase real estate including other Units with a 2/3 vote of the Association owners. The vote shall be in person or by proxy at the Annual HOA Meeting or Special HOA Meeting of the Association owners.

XI. Article Eleven: Applicability of the Act

Section 11.01 Applicability of the Act. The Act shall apply to the Condominium only to the extent that the Act requires. In the event of any inconsistency between the Condominium Documents and

the provisions of the Act, the provisions of the Act shall prevail. This Declaration is intended to comply with all the applicable provisions of the Act and shall be so interpreted and applied.

XII. Article Twelve: Amendment of Declaration

Section 12.02 Amendment by Vote. Except as specifically provided in the Condominium Documents, this Declaration may only be amended by the written approval or the affirmative vote, or any combination thereof, of Members' votes equal to not less than 67 percent of the Allocated Interests made in person or by proxy. Greater percentages are required herein below and in the Act with regard to termination of the Condominium, conveyance or encumbrances of Common Elements, or reallocation of the Allocated Interests in a manner other than provided for herein or in the Act.

Section 12.03 Amendment for Compliance. The Executive Board may amend this Declaration without obtaining the approval or consent of any Unit Owner, Mortgagee or other Person, in order to conform this Declaration to the requirements or guidelines of any federal, state or local governmental agency whose approval of the Condominium or the Condominium Documents is required by law so long as all Unit Owners are treated substantially similarly.

Section 12.04 Recordation by Executive Board. Any amendment to the Declaration duly adopted shall be executed by the President and the Secretary-Treasurer of the Association, as the case may be, and acknowledged before a notary public and shall be Recorded in the Clerk's Office. Any such amendment shall certify that the amendment has been approved in conformance with the Condominium Documents.

Section 12.05 Unanimous Consent For Certain Amendments. Except to the extent expressly permitted or required by the Act of this Declaration, no amendment may increase the number of Units in the Condominium, change the boundaries of any Unit, alter the Allocated Interests of a Unit except as may occur as a result of the restatement of Allocated Interests contemplated by this Declaration, or alter the uses to which any Unit is restricted, in the absence of unanimous consent of the Unit Owners.

XIII. Article Thirteen: Survival of Condominium; Termination

Section 13.01 Survival. Unless terminated in accordance with this Article, this Declaration (as amended from time to time under the provisions of this Declaration, if applicable) shall continue in full force and effect from the date this Declaration is Recorded.

Section 13.02 Termination.

(a) **Termination.** This Declaration may be terminated at any time if such termination is approved by not less than 100% all of the Unit Owners and the holders of all Mortgages. If the necessary consents are obtained, the Executive Board shall cause to be Recorded in the Clerk's Office a Certificate of Termination, duly signed by the President or Vice President and attested by the Secretary-Treasurer of the Association, with their signatures acknowledged. Thereupon, this Declaration shall have no further force and effect, and the Association shall be dissolved under applicable law.

(b) **Effects of Termination.** If the Property is removed from, and the Condominium is terminated, under the provisions of the Act as this Section provides and in accordance with the Act, the former Unit Owners shall, at the time such removal becomes effective, become tenants in common of the Property. The undivided interest in the Property owned in common that shall appertain to each Unit Owner

at the time of removal shall be the Allocated Interest previously owned by such Unit Owner in the Common Elements.

Section 13.03 Resubmission to the Act. The removal of the Property from and the termination of the Condominium under the provisions of the Act shall not preclude the Property from being resubmitted to the provisions of the Act and another declaration or the creation of another condominium under the Act.

XIV. Article Fourteen: Miscellany

Section 14.01 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the creation and operation of a residential condominium development and for the maintenance of the Common Elements, and any violation of this Declaration shall be deemed to be a nuisance. Except for judicial construction, the Executive Board shall have the exclusive right to construe and interpret the provisions of this Declaration, in the absence of any adjudication to the contrary by a court of competent jurisdiction, the Executive Board's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all Persons and property benefited or bound by this Declaration. The Article and Section headings, titles and captions have been employed for convenience only and shall not be considered or referred to in resolving questions or interpretation or construction. The singular shall include the plural and the masculine, feminine and neuter shall include the other.

Section 14.02 Notices. Except as this Declaration otherwise provides, all notices hereunder shall be sent in writing by prepaid United States mail or hand-delivered to the street address of the Unit or to such other address as the Unit Owner shall have designated in writing to the Executive Board; *provided, however,* Unit Owners may submit a request in writing to the Executive Board to receive notices by e-mail. Any notice to the Executive Board shall be addressed at the designated office of the Executive Board or to such other address that the Executive Board might designate for a particular purpose.

Section 14.03 Priorities and Inconsistencies. This Declaration is executed to comply with the requirements of the Act. If there are conflicts and inconsistencies between or among the Condominium Documents, the terms and provisions of this Declaration shall prevail. If there are conflicts and inconsistencies between this Declaration and the Act, the provisions of the Act shall prevail.

Section 14.04 Waiver. No provision hereof shall be deemed to have been abrogated or waived by reason of failure to enforce the same irrespective of the number of violations, defaults or breaches that might have occurred.

Section 14.05 No Public Right or Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication to any or all of the Property to the public or for any public use.

Section 14.06 Severability. If any provision of this Declaration or the application thereof to any person or circumstances is held invalid, the invalidity does not affect other provisions or applications of this Declaration which can be given effect without the invalid provisions or application, and to this end the provisions of this Declaration are severable.

Section 14.07 Effective Date. This Declaration shall become effective upon its Recordation in the Clerk's Office.

Section 14.08 Enforcement. The Association or any Owner shall have the right to enforce this Declaration.

Section 14.09 Change of Circumstances. Except as otherwise expressly provided in this Declaration, no change of conditions or circumstances shall operate to extinguish, terminate or modify any of the provisions of this Declaration.

Section 14.10 References to this Declaration in Deeds. Deeds to and installments affecting any Unit or any other part of the Condominium may contain the covenants, conditions and restrictions herein set forth by reference to this Declaration; but regardless of whether any such reference is made in any deed or instrument, each and all of the provisions of this Declaration shall be binding upon the grantee-Unit Owner or other Person claiming through any instrument and his heirs, executors, administrators, successors and assigns.

Section 14.11 Gender and Number. Wherever the context of this Declaration so requires, any word used in the masculine, feminine or neuter genders shall include each of the other genders, words in the singular shall include the plural, and words in the plural shall include the singular.

Section 14.12 Number of Days. In computing the number of days for purposes of any provision of this Declaration or the By-Laws, all days shall be counted including Saturdays, Sundays, and holidays; provided however, that if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day shall be deemed to be the next day which is not a Saturday, Sunday, or legal holiday.

Section 14.13 Notice of Violation. The Association shall have the right to Record a written notice of a violation by any Unit Owner of any restriction or provision of this Declaration. The notice shall be executed and acknowledged by an officer of the Association and shall contain substantially the following information (a) the name of the Unit Owner; (b) the legal description of the Unit against which the notice is being Recorded; (c) a brief description of the nature of the violation; (d) a statement that the notice is being Recorded by the Association under this Declaration; and (e) a statement of the specific steps which must be taken by the Unit Owner to cure the violation. Recordation of a notice of violation shall serve as a notice to the Unit Owner, and to any subsequent grantee or successor of the Unit, that there is such a violation. If, after the Recordation of such notice, it is determined by the Association that the violation referred to in the notice does not exist or that the violation referred to in the notice has been cured, the Association shall Record a notice of compliance which shall state the legal description of the Unit against which the notice of violation was recorded, the Recording data of the notice of violation, and shall state that the violation referred to in the notice of violation has been cured or, if such be the case, that it did not exist. Notwithstanding the foregoing, failure by the Association to record a notice of violation shall not constitute a waiver of any existing violation or evidence that no violation exists.

Section 14.14 Adjustment of Dollar Amounts.

(a) From time to time the dollar amounts specified in this Declaration shall change, as provided in subsections (b) and (c), according to and to the extent of changes in the Consumer Price Index for Urban Wage Earners and Clerical Workers: United States City Average, All Items 1982-84=100, compiled by the Bureau of Labor Statistics, United States Department of Labor, (the "Index"). The Index for February, 2015, which was 229.421, is the Reference Base Index.

(b) The dollar amounts shall change July 1 of each year if the percentage of change, calculated to the nearest whole percentage point, between the Index at the end of the preceding year and the Reference Base Index is ten percent or more, but

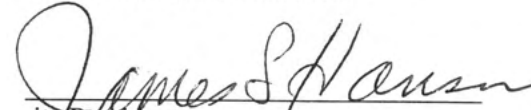
(i) The portion of the percentage change in the Index in excess of a multiple of ten percent must be disregarded and the dollar amounts shall change only in multiples of ten percent of the amounts appearing in this Declaration on the date of the original recordation;

(ii) In no event may the dollar amounts be reduced below the amounts appearing in this Declaration on the date of recordation.

(c) If the Index is revised after the date of this Declaration, the percentage of change pursuant to this section must be calculated on the basis of the revised Index. If the revision of the Index Changes the Reference Base Index, a revised Reference Base Index must be determined by multiplying the Reference Base Index then applicable by the rebasing factor furnished by the Bureau of Labor Statistics. If the Index is superseded, the Index referred to in this section is the one represented by the Bureau of Labor Statistics as reflecting most accurately changes in the purchasing power of the dollar for consumers.

IN WITNESS WHEREOF, the Executive Board on behalf of the Association has executed this Amended and Restated Declaration by its duly authorized representative this 23 day of October, 2019.

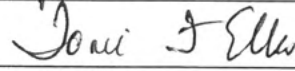
TERRACE PARK EAST HOME OWNERS ASSOCIATION

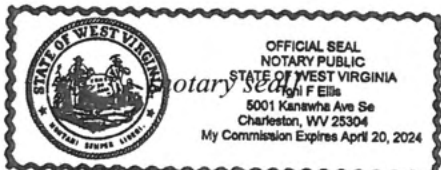

its President

STATE OF WEST VIRGINIA,
COUNTY OF KANAWHA, to-wit:

The foregoing instrument was acknowledged before me this 23 day of October, 2019, by , the president of the TERRACE PARK EAST HOMEOWNERS ASSOCIATION., a West Virginia non-profit corporation, by and for the corporation.

My commission expires: April 20, 2024


Notary Public



This instrument was prepared by John R. Bsharah, Lewis Glasser Casey & Rollins PLLC, P. O. Box 1746, Charleston, W. Va. 25326.

EXHIBIT A

Legal Description

All that certain lot, parcel or tract of land situate in Charleston East Tax District, the City of Charleston, Kanawha County, West Virginia, identified in the office of the Assessor of Kanawha County, West Virginia, Charleston East Tax District, and commonly known and designated as 2106 Kanawha Blvd E, Charleston, W. VA., which lot is more particularly described as follows:

BEGINNING at a concrete nail at the intersection of the easterly line of Michigan Avenue with the southerly line of a 15 foot alley located at the northwesterly corner of Lot No. 1 of the De Gruyter Addition to the City of Charleston as shown on the map of said addition recorded in the office of the Clerk of the County Commission of Kanawha County, West Virginia, in Deed Book 96, page 295, and running thence from said beginning point with the said southerly line of said alley and also with the rear lines of Lots Nos. 1, 2, 3 and 4 of said additions. 73° 16' E. a distance of 400.00 feet to a concrete nail located at the northeasterly corner of Lot No. 4 of said addition; thence leaving said alley and running with the common division line between Lots Nos. 4 and 5 and passing the front corner of said lots at a distance of 288.29 feet and continuing on in the same straight line S. 16° 44' W. in all a distance of 323.25 feet to an iron pin in the present northerly line of Kanawha Boulevard East; thence running with the said northerly line of said Kanawha Boulevard, East N. 81° 05' W. a distance of 100.94 feet to an iron pin; thence continuing with said northerly line of said Boulevard N. 79° 18' W. a distance of 100.56 feet to an iron pin; thence continuing with said northerly line of said Boulevard N. 79° 57' W. a distance of 100.69 feet to an iron pin; thence leaving said Boulevard and running N. 16° 44' E. passing the common front corner to Lots Nos. 1 and 2 of said De Gruyter Addition at a distance of 34.75 feet and continuing on in the same straight line with part of the common division line between said Lots Nos. 1 and 2 of said addition in all a distance of 279.27 feet to a point at the northeasterly corner of a two story brick garage and apartment building; thence leaving said common division line and running with a line across Lot No. 1 N. 73° 16' W. a distance of 100.00 feet to an "X" cut on concrete in the easterly line of said Michigan Avenue and also being in the westerly line of Lot No. 1 of said De Gruyter Addition; thence running with the said easterly line of said Michigan Avenue N. 16° 44' E. a distance of 80.00 feet to the place of beginning, containing Two Acres and Four Hundred Thirty-Three One-Thousandths of another Acre, (2.433 Acres) more or less, according to a survey made on the ground by Field Engineering Company of Charleston, West Virginia, and a map prepared therefrom titled, "MAP SHOWING DECLARATION PLAN FOR TERRACE PARK EAST CONDOMINIUM, A CONDOMINIUM DEVELOPMENT OF JAMON REAL ESTATE CORPORATION LOCATED IN THE CITY OF CHARLESTON, W. VA.", on a scale of one inch equals twenty (20) feet and dated October 30th, 1979 which map is designated Drawing No. D-1 and is the first page of the Declaration Plan. The above described property being the same property conveyed to Jamon Real Estate Corporation by deed dated December 3, 1979 from Thomas T. Ellis and Mary Frances Ellis, his wife, of record in the Office of the Clerk of the Kanawha County Commission in Deed Book 1928 at page 670, and also being the same property as those certain tracts or parcels of land described in paragraphs 1 through 5 in that certain deed to Get, Inc., a West Virginia Corporation, from Greglar, Inc., a West Virginia Corporation, dated April 10, 1979, of record in the aforesaid Clerk's office, in Deed Book 1878 at page 371.

EXHIBIT B
Allocated Interests

Allocated Interest is on the separate attachments

Terrace Park East HOA Allocated Interest

	<u>UNIT</u>	<u>St. Ft.</u>	<u>% of Ownership</u>	<u>UNIT</u>	<u>St. Ft.</u>	<u>% of Ownership</u>	
1	101	1,199	0.9278679	97	417	626	0.4844414
2	102	626	0.4844414	98	418	1,026	0.7939885
3	104	626	0.4844414	99	419	626	0.4844414
4	106	626	0.4844414	100	420	626	0.4844414
5	108	626	0.4844414	101	421	626	0.4844414
6	109	626	0.4844414	102	422	626	0.4844414
7	110	626	0.4844414	103	423	1,026	0.7939885
8	111	626	0.4844414	104	424	626	0.4844414
9	112	626	0.4844414	105	425	626	0.4844414
10	113	974	0.7537474	106	426	626	0.4844414
11	114	626	0.4844414	107	427	626	0.4844414
12	115	626	0.4844414	108	428	686	0.4844414
13	116	626	0.4844414	109	501	626	0.4844414
14	117	626	0.4844414	110	502	626	0.4844414
15	118	1,026	0.7939885	111	503	626	0.4844414
16	119	626	0.4844414	112	504	626	0.4844414
17	120	626	0.4844414	113	505	626	0.4844414
18	122	626	0.4844414	114	506	626	0.4844414
19	123	1,026	0.7939885	115	507	626	0.4844414
20	124	626	0.4844414	116	508	626	0.4844414
21	125	626	0.4844414	117	509	626	0.4844414
22	126	626	0.4844414	118	510	626	0.4844414
23	127	626	0.4844414	119	511	626	0.4844414
24	128	686	0.5308733	120	512	626	0.4844414
25	201	626	0.4844414	121	513	974	0.7537474
26	202	626	0.4844414	122	514	626	0.4844414
27	203	626	0.4844414	123	515	626	0.4844414
28	204	626	0.4844414	124	516	626	0.4844414
29	205	626	0.4844414	125	517	626	0.4844414
30	206	626	0.4844414	126	518	1,026	0.7939885
31	207	626	0.4844414	127	519	626	0.4844414
32	208	626	0.4844414	128	520	626	0.4844414
33	209	626	0.4844414	129	521	626	0.4844414
34	210	626	0.4844414	130	522	626	0.4844414
35	211	626	0.4844414	131	523	1,026	0.7939885
36	212	626	0.4844414	132	524	626	0.4844414
37	213	974	0.7537474	133	525	626	0.4844414
38	214	626	0.4844414	134	526	626	0.4844414
39	215	626	0.4844414	135	527	626	0.4844414
40	216	626	0.4844414	136	528	686	0.5308733
41	217	626	0.4844414	137	601	626	0.4844414
42	218	1,026	0.7939885	138	602	626	0.4844414
43	219	626	0.4844414	139	603	626	0.4844414
44	220	626	0.4844414	140	604	626	0.4844414
45	221	626	0.4844414	141	605	626	0.4844414
46	222	626	0.4844414	142	606	626	0.4844414
47	223	1,026	0.7939885	143	607	626	0.4844414
48	224	626	0.4844414	144	608	626	0.4844414

49	225	626	0.4844414	145	609	626	0.4844414
50	226	626	0.4844414	146	610	626	0.4844414
51	227	626	0.4844414	147	611	626	0.4844414
52	228	686	0.5308733	148	612	626	0.4844414
53	301	626	0.4844414	149	613	974	0.7537474
54	302	626	0.4844414	150	614	626	0.4844414
55	303	626	0.4844414	151	615	626	0.4844414
56	304	626	0.4844414	152	616	626	0.4844414
57	305	626	0.4844414	153	617	626	0.4844414
58	306	626	0.4844414	154	618	1,026	0.7939885
59	307	626	0.4844414	155	619	626	0.4844414
60	308	626	0.4844414	156	620	626	0.4844414
61	309	626	0.4844414	157	621	626	0.4844414
62	310	626	0.4844414	158	622	626	0.4844414
63	311	626	0.4844414	159	623	1,026	0.7939885
64	312	626	0.4844414	160	624	626	0.4844414
65	313	974	0.7537474	161	625	626	0.4844414
66	314	626	0.4844414	162	626	626	0.4844414
67	315	626	0.4844414	163	627	626	0.4844414
68	316	626	0.4844414	164	628	686	0.5308733
69	317	626	0.4844414	165	701	626	0.4844414
70	318	1,026	0.7939885	166	702	626	0.4844414
71	319	626	0.4844414	167	703	626	0.4844414
72	320	626	0.4844414	168	704	626	0.4844414
73	321	626	0.4844414	169	705	626	0.4844414
74	322	626	0.4844414	170	706	626	0.4844414
75	323	1,026	0.7939885	171	707	626	0.4844414
76	324	626	0.4844414	172	708	626	0.4844414
77	325	626	0.4844414	173	709	626	0.4844414
78	326	626	0.4844414	174	710	626	0.4844414
79	327	626	0.4844414	175	711	626	0.4844414
80	328	686	0.5308733	176	712	626	0.4844414
81	401	626	0.4844414	177	713	974	0.7537474
82	402	626	0.4844414	178	714	626	0.4844414
83	403	626	0.4844414	179	715	626	0.4844414
84	404	626	0.4844414	180	716	626	0.4844414
85	405	626	0.4844414	181	717	626	0.4844414
86	406	626	0.4844414	182	718	1,026	0.7939885
87	407	626	0.4844414	183	719	626	0.4844414
88	408	626	0.4844414	184	720	626	0.4844414
89	409	626	0.4844414	185	721	626	0.4844414
90	410	626	0.4844414	186	722	626	0.4844414
91	411	626	0.4844414	187	723	1,026	0.7939885
92	412	626	0.4844414	188	724	626	0.4844414
93	413	974	0.7537474	189	725	626	0.4844414
94	414	626	0.4844414	190	726	626	0.4844414
95	415	626	0.4844414	191	727	626	0.4844414
96	416	626	0.4844414	192	728	686	<u>0.5308733</u>
						129,221	<u>99.9535681</u>