

- (b) The title matters and exceptions set forth in Exhibit 5.

## **9. WARRANTIES OF THE DECLARANT**

Each Unit Owner will receive the statutory warranty set forth in the Act against structural defects in the Unit, covering his or her Unit for two (2) years from the date of settlement, and such a warranty also will be given to the Association covering the Common Elements for two (2) years from the date the first Unit is or was conveyed or from completion of the particular Common Element, whichever is later. No other warranties are given. No action to enforce the warranties may be commenced later than six (6) years after the warranty begins. (68 Pa.C.S. §3402(a)(11)).

"Structural defects" means defects in any structure which is a component of: (1) any Unit or Common Elements; or (2) any other portion of a Unit or Common Element constructed, modified, altered or improved by or on behalf of a Declarant; any of which reduce the stability or safety of the structure below accepted standards or restrict the normal intended use of the structure and require repair, renovation, restoration or replacement.

These warranties shall not be construed to make Declarant responsible for any items of finishing work required to inhabit the Unit or maintenance related to the Unit or Common Elements.

Rider 1 to the Agreement of Sale (Exhibit 4 of this Public Offering Statement) sets forth the terms, conditions and limitations of the statutory warranty given by Declaration to Unit purchasers under §3411 of the Act.

EXCEPT AS SET FORTH ABOVE, THE UNIT, THE COMMON ELEMENTS, AND ALL PERSONAL PROPERTY ARE TO BE SOLD "AS IS", WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR HABITABILITY, AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED TO THE EXTENT PERMITTED BY LAW.

## **10. LITIGATION INVOLVING THE CONDOMINIUM OR THE ASSOCIATION**

As of the effective date of this Public Offering Statement, there are no judgments against the Association, nor is the Association a party to any pending litigation. The Declarant has no actual knowledge of any current or pending litigation that would have any material adverse effect on the Condominium.

## **11. ESCROW OF DEPOSITS UNDER AGREEMENT OF SALE**

All deposits (except, as the parties may agree, payments of or on account of extras or custom work) made in connection with the purchase of a Unit will be placed in escrow and held in the Commonwealth of Pennsylvania in an account designated solely for that purpose by an institution whose accounts are insured by a governmental agency or instrumentality in accordance with the provisions of Section 3408 of the Act. Such deposits will be returned to the purchaser if the purchaser cancels his contract within the fifteen (15) day period provided by the terms of