

DECLARATION  
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THIS DECLARATION, made the \_\_\_\_\_ day of \_\_\_\_\_, 1991 by MONECO-CARDINAL LANE PARTNERSHIP, a general partnership with offices at 214 Lincoln Street, Suite 202, Boston, Massachusetts, 02134 (hereinafter "Moneco") and GARY L. SWEITZER of 1969 York Haven Road, Ebers, Pennsylvania, 17319 (hereinafter "Sweitzer"). Moneco and Sweitzer are hereinafter collectively the "Declarant".

WITNESSETH:

WHEREAS, Moneco is the owner in fee simple of the tract of land and the improvements thereon located in Dover Township, County of York, and Commonwealth of Pennsylvania, more particularly described in Section 4 hereof; and,

WHEREAS, Sweitzer has entered into an agreement with Moneco concerning the development of such tract of land; and,

WHEREAS, by this Declaration, Declarant intends to submit said land and the improvements thereon erected, together with the easements, rights and appurtenances thereunto belonging to the provisions of the Pennsylvania Uniform Condominium Act, 69 Pa. C. S. Section 3101 et seq. for the purpose of creating Stonebridge Crossing Condominium.

NOW, THEREFORE, Declarant does hereby declare on behalf of Declarant and Declarant's successors, grantees and assigns as follows:

Section 1. Definitions and Terms. The following terms when used in this Declaration and in other instruments constituting the Condominium Documents are defined as follows:

"Act" means the Pennsylvania Uniform Condominium Act, 68 Pa. C. S. Section 3101 et. seq.

"Additional Real Estate" means the real estate described in Exhibit "E" attached hereto that may be added to the Condominium.

"Assessment" means those levies, assessments or sums payable by the Unit Owners in the Condominium from time to time upon notification by the Association, as provided herein.

"Association" means the Unit Owners' Association of the Condominium which shall be known as the Stonebridge Crossing Condominium Association and which shall be organized under Section 3301 of the Act.

"Building or "Buildings" means any one or more of the Buildings which comprise part of the Property.

"By-Laws" means the governing rules and regulations adopted by the Association pursuant to Section 3302 of the Act for the administration, regulation and management of the Property, including such amendments thereto as may be adopted from time to time.

"Common Elements" means all portions of the Condominium other than the Units and includes:

(a) The Land, subject, however, to an easement for the exclusive use by each Unit of certain areas of the Land assigned to each Unit as a Limited Common Element on the Declaration Plan.

(b) The foundations, structural systems, perimeter walls, non-load bearing walls and partitions not located within any Unit; roofs and floors when part of the structural systems; pipe, conduit and wire chases and the partitions enclosing same when located within a Unit not serviced by the enclosed system, frames, tracks, and sills of windows and exterior doors within any Unit, except for the Unit-side surface thereof.

(c) Decks, porches and air conditioner pads, subject, however, to an easement for the exclusive use by each Unit assigned to each Unit as a Limited Common Element on the Declaration Plan.

(d) Yards, landscaped and planted areas, walkways, roads, curbs, sidewalks, fences, driveways, parking areas, recreational facilities and lighting facilities which are neither assigned to any Unit as a Limited Common Element nor dedicated to the municipality within which the Condominium is situated.

(e) All portions of the Land and Buildings thereon and all personal property utilized for the management, operation and maintenance of the Property.

(f) All central service and utility installations, including water, natural gas, sewer, electric, telephone, cable television and other utility lines meters, pipes, conduits and associated equipment and facilities which serve the Common Elements or serve more than one Unit or both.

(g) All other apparatus and installations existing or intended for the common use of all Unit Owners.

(h) All other elements of the Buildings and other improvements necessary for their existence, management, operation, maintenance, upkeep and safety, or normally in common use.

"Common Element Interest" or "Common Element Percentage Interest" or "Percentage Interest" means the fraction or percentage of undivided interest in the Common Elements and in the Common Expenses of the Association, and the portion of the votes in the Association allocated to each Unit and appurtenant thereto as set forth in the Declaration and in Exhibit "A" attached hereto, as the same may be amended from time to time. The percentage of undivided interest in the Common Elements and in the Common Expenses of the Association and the portion of the votes in the Association are allocated equally to Units and will be reallocated equally among all Units upon the creation of new Units within Convertible Real Estate or upon the submission of additional Real Estate containing new Units.

"Common Expenses" mean expenses incurred by or on behalf of the Association for which Unit Owners are liable and include:

(a) Expenses of administration, maintenance, care, repair, upkeep and replacement of the Common Elements unless otherwise provided for in the Condominium Documents;

(b) Expenses agreed upon as common by all Unit Owners; and

(c) Expenses declared common by the provisions of the Act unless otherwise provided for in the Condominium Documents.

"Common Profits" means the excess, if any, of all Common Receipts over all Common Expenses during any fiscal operating year of the Association.

"Common Receipts" means:

(a) Assessments and other funds collected from Unit Owners; and

(b) Receipts designated as common by or pursuant to the Condominium Documents or the Act.

"Condominium" means Stonebridge Crossing Condominium.

"Condominium Documents" or "Documents" means this Declaration, the By-Laws, the Declaration Plan and all amendments or supplements to any of the aforementioned.

"Convertible Real Estate" means the real estate described in Exhibit "D" attached hereto, so long as the Declarant's rights to create Units and/or Limited Common Elements thereon continue to exist.

"Declarant " means Moneco-Cardinal Lane Partnership and its successors and assigns and Gary L. Sweitzer and his successors and assigns.



"Declaration" means this instrument as amended or supplemented from time to time.

"Declaration Plan" means the plan of survey and drawings of the Property as more fully described in Section 9 of this Declaration as said Plan may be amended and supplemented from time to time.

"Executive Committee" means the Executive Committee of the Association whose members shall be natural persons of the number stated in the By-Laws who are residents of the Commonwealth of Pennsylvania and who shall manage the operation and affairs of the Condominium and the Property on behalf of the Unit Owners in compliance with and subject to the provision of the Act.

"Land" means the tract of land submitted to the Condominium by this Declaration described in Exhibit "B" and Section 4 hereof, and all easements, rights, liberties, privileges, hereditaments and appurtenances belonging or appertaining thereto.

"Limited Common Elements" means a portion of the Common Elements allocated by the Declaration, Declaration Plan or by the operation of Section 3202 (2) or (4) of the Act for the exclusive use of one or more but fewer than all of the Units.

"Majority" or Majority of Unit Owners" means the Unit Owners of more than fifty percent (50%) percent in the aggregate of the Common Element Interests as specified in this Declaration.

"Perimeter Wall" means:

- Element;
- (a) Any wall dividing a Unit from either another Unit or a Common
  - (b) Any exterior wall; or,
  - (c) Any interior wall extending into a Unit which is or was a continuation of an exterior wall.

"Person" means a natural person, corporation, partnership, association, trust or other legal entity or any combination thereof.

"Property" means the Land, Buildings, and all other improvements erected or to be erected on the Land, all owned in fee simple, and all easements, rights and appurtenances thereunto belonging, which have been or are intended to be submitted to the provisions of the Act by this Declaration.

"Recorded" means that an instrument has been duly entered of record in the Office of the Recorder of Deeds in and for York County, Pennsylvania.

"Unit" means a portion of the Condominium designated for separate

ownership as described herein and in the Declaration Plan and includes the Common Element Interest which is assigned thereto in this Declaration or any amendments thereto.

"Unit Deed" means a deed of conveyance of a Unit in recordable form containing the description of the Unit fulfilling the requirements of Section 3204 of the Act.

"Unit Designation" means the number assigned to a Unit as shown on the Declaration Plan.

"Unit Owner" means any Person or Persons owning a Unit in fee simple.

Section 2. Submission of Land to Act. Declarant hereby submits the Land described in Section 4 hereof and the Buildings and all improvements erected or to be erected hereon and all easements, rights, and appurtenances belonging or appertaining thereto to the provisions of the Act. The Land submitted to the provisions of the Act by this Section 2 does not include any Convertible Real Estate.

Section 3. Name. The name by which the Property shall be known is "Stonebridge Crossing Condominium".

Section 4. Description of Land. The Land consists of that tract of Land described in Exhibit "B" which is attached hereto and made a part hereof, together with the easements, rights and appurtenances belonging thereto.

Section 5. Description of Buildings. The Condominium will contain four (4) Buildings as shown in the Declaration Plan. Each Building will contain two (2) Units. The Buildings are more specifically described in the Declaration Plan.

Section 6. Description of Units; Boundaries.

(a) Declarant hereby subdivides the Buildings described in Section 5 hereof into separate parcels of real property, being the Units shown on the Declaration Plan. Every Unit referred to above, together with its Common Element Interest, shall be a separate parcel of real property. The ownership of each Unit, together with its undivided Common Element Interest, is for all purposes the ownership of real property, subject only to the provisions of this Declaration, the By-Laws and the Declaration Plan. Each Unit may be owned by one or more Persons in any form of ownership recognized under the laws of the Commonwealth of Pennsylvania, and each Unit Owner of a Unit shall be entitled to the exclusive ownership and possession of each Unit, together with its undivided Common Element Interest, which Unit and Common Element Interest may be sold, conveyed, mortgaged, leased or otherwise transferred in any manner permitted by the laws of the Commonwealth of Pennsylvania subject only to the Condominium Documents and the Act.. No Unit may be further subdivided.

The Unit Designation, the location of each Unit, its dimensions, the Common Elements to which each Unit has direct exit, the Limited Common Elements

to which each Unit has the exclusive use and other data concerning the Units are shown on the Declaration Plan.

(b) Each Unit consists of:

(1) The volume of cubicles of space enclosed by and measured vertically and horizontally from the unfinished inner surfaces of the Perimeter Walls, ceilings and floors, and includes the Unit-side surfaces of all exterior doors, windows and vents.

(2) All interior walls, floors, stairways and other partitions located within the Unit, including the floor space occupied by such interior walls, floors, stairways and other partitions, except such interior walls, floors, stairways and other partitions located within a Unit which may comprise part of the Common Elements;

(3) The decorated inner surface of all walls, ceilings and floors, consisting of paint, plaster, plasterboard, carpet, floor tile or other floor covering, ceiling tile or other ceiling covering and all other finishing materials affixed or installed as part of the physical structure of the Unit but not part of the structural system of the Building and all immediately visible fixtures, appliances, mechanical and electrical systems and equipment, including but not limited to heating and air conditioning units and water heaters installed for the sole and exclusive use of the Unit commencing at the point of disconnection from lines, pipes, or systems serving more than one Unit;

(4) No pipes, wires, conduits or other public utility lines or installations constituting part of the overall utility system, including but not limited to sewer pipes, water pipes, cable television cables, electric lines and telephone lines, not designated for the service of any particular Unit nor any of the structural systems or portions of any Building or any other property of any kind which is not removable without jeopardizing the soundness, safety or usefulness of the remainder of any Building shall be deemed to be part of any Unit;

(c) Portions of the Common Elements are designated on the Declaration Plan as being assigned to a Unit or Units. These Limited Common Elements include, without limitation, decks and porches adjacent to certain Units, air conditioner pads, and the land adjacent to each Unit and as depicted on the Declaration Plan.

Section 7. Unit Deeds. A Unit Deed conveying title to a Unit shall be recorded and shall include the following:

(a) The name of the Condominium.

(b) A statement that the Property is located in Dover Township, County of York and Commonwealth of Pennsylvania.

(c) A reference to the Declaration and Declaration Plan, including reference to the place where such Documents are Recorded.

(d) The Unit Designation of the Unit conveyed.

(e) A reference to the last Unit Deed, if any, conveying such Unit, including the reference to the place where the same is recorded.

(f) The Common Element Interest assigned to the Unit by the Declaration.

Section 8. Description of Common Elements and Provisions Applicable Thereto.

(a) The terms "Common Elements" is defined in Section 1 hereof and Common Elements are particularly described and shown on the Declaration Plan.

(b) Each Unit has appurtenant and allocated to it a Common Element Percentage Interest as set forth in Exhibit "A" which is attached hereto and made a part hereof.

(c) The Common Element Interest shall be inseparable from each Unit and any conveyance, lease, devise or other disposition or mortgage or other encumbrance of any Unit shall extend to and include the Common Element Interest, whether or not expressly referred to in any such instrument.

(d) The Common Elements shall remain undivided and no action for partition or division of any part thereof shall be permitted except as provided by the Act. Common Elements shall not be abandoned, encumbered or otherwise transferred without the unanimous written approval of all Unit Owners and the holder of any liens upon said Common Elements.

(e) Except as their use may otherwise be limited by the Condominium Documents, each Unit Owner, tenant and occupant of Unit and the family members, guests, agents and employees of such Unit Owner, tenant and occupant may use the Common Elements in common with all other Unit Owners and tenants and occupants of other Units and their respective family members, guests, agents and employees in accordance with the purpose for which they are intended without hindering or encroaching upon the lawful rights of the other Unit Owners. The specific intent of the Declarant is that the area of land adjacent to each Unit and designated on the Declaration Plan as a Limited Common Element for the exclusive use of each such Unit shall not be subject to the use in common with other Unit owners, tenants and occupants of such Units nor by their respective family members, guests, agents and employees.

(f) No Unit Owner may exempt himself from liability with respect to Assessments for Common Expenses by waiver of the enjoyment of the right to use any of the Common Elements or by abandonment of his Unit or otherwise. Conversely, the Executive Committee's responsibility under Paragraph (j) of this Section 8 shall be exercised without discrimination as between the various areas and types of Common Elements.

(g) The Executive Committee and the Executive Committee's agents and employees shall have the irrevocable right and easement to have access to each Unit and any Limited Common Elements appertaining thereto during reasonable hours (or at any time in the event of an emergency) for the inspection, maintenance, repair or replacement of any of the Common Elements therein or accessible therefrom, to make any additions or improvements to the Common Elements, to prevent damage to any Unit, Limited Common Elements or Common Elements or to abate any violation of law, orders, rules or regulations of any governmental authorities having jurisdiction.

(h) The Executive Committee shall, if any questions arise, determine the purpose for which a Common Element may be used.

(i) The maintenance, repair, replacement, cleaning, sanitation, management, operation and use of the Common Elements and the making of any additions or improvements thereto shall be the responsibility of the Executive Committee and shall be carried out as provided in the By-Laws, but nothing herein contained shall be construed so as to preclude the Executive Committee from delegating these duties to a manager, agent or other persons; PROVIDED, HOWEVER, THAT THE MAINTENANCE, REPAIR, REPLACEMENT, CLEANING, AND SANITATION OF EACH UNIT, INCLUDING THOSE COMMON ELEMENTS FORMING A STRUCTURAL PART OF OR PROVIDING MECHANICAL SERVICES TO SUCH UNIT AND OF THE LIMITED COMMON ELEMENTS ASSIGNED TO SUCH UNIT SHALL BE EXCLUSIVE RESPONSIBILITY OF EACH UNIT OWNER.

(j) The Common Expenses incurred or to be incurred for the maintenance, repair, replacement, cleaning, sanitation, management, operation and use of the Common Elements and for the making of any additions or improvements thereto shall be assessed by the Executive Committee against, and collected from, the Unit Owners.

(k) No Unit Owner shall take any action which would alter any of the Common Elements, jeopardize the soundness or safety of the Property or impair any easement without the unanimous consent of the Unit Owners affected thereby.

Section 9. The Declaration Plan. The Declaration Plan shows fully and accurately, among other things the extent of the Property, the location of the Buildings on the Land, the floor plans of the Buildings, the Units, the Common Elements, the Unit Designation for each Unit, the Limited Common Elements and the name by which the Property is known.

The Declaration Plan is to be Recorded contemporaneously with the recordation hereof, and is incorporated herein as if fully set forth herein. Any inconsistency between the Declaration and the Declaration Plan concerning the description of the Units, of the Limited Common Elements or of the Common Elements shall be resolved in favor of the description contained in the Declaration Plan.



Section 10. Administration of the Property: The Association.

(a) The administration of the Property shall be governed by the By-Laws.

(b) The first members of the Executive Committee specified in Section 21 of this Declaration shall establish and adopt the original By-Laws. Thereafter, no amendment or change to the provisions of the By-Laws shall be effective unless it is adopted at a meeting of the Association by vote of a Majority of Unit Owners.

Section 11. Executive Committee.

(a) Subject to the provisions of the Act, this Declaration and the By-Laws, the Executive Committee shall have the power to act on behalf of the Association. The members of the initial Executive Committee shall be appointed, removed and replaced from time to time by the Declarant without the necessity of obtaining resignations. The Declarant-appointed members of the Executive Committee shall be supplemented and replaced with Unit Owners, other than the Declarant, in accordance with the provisions of paragraph (b) of this Section 11.

(b) The transition from Declarant-appointed members of the Executive Committee to Unit Owners other than the Declarant shall occur as follows:

(1) No later than sixty (60) days after twenty-five (25%) percent of the Units are conveyed to Unit Owners other than the Declarant, such Owners other than the Declarant shall elect two (2) Unit Owners other than the Declarant who shall supplement the three (3) members of the Executive Committee, thereby creating an Executive committee consisting of five (5) members.

(2) No later than the earlier of (i) one hundred twenty (120) days after the conveyance of seventy-five (75%) percent of the Units to Unit Owners other than the Declarant or (ii) seven (7) years following conveyance of the first Unit to an Owner other than the Declarant, the Owners other than the Declarant shall elect three (3) Unit Owners other than the Declarant to the Executive Committee to replace the three remaining Declarant-appointed members.

(3) In determining whether the period of Declarant control has terminated under subparagraph (b) (2) of this Section 11, or whether Unit Owners other than the Declarant are entitled to elect members of the Executive Committee under subparagraph (b) (1) of this Section 11, the percentage of Units conveyed shall be presumed to be that percentage which would have been conveyed if all Units the Declarant has built or reserves the right to build in this Declaration were included in the Condominium.

(4) The Unit Owner members of the Executive Committee elected under subparagraph b (1) and b (2) of this Section 11 shall serve until the first regular election of the Executive Committee held after the termination of Declarant control



under subparagraph (b) (2) of this Section 11.

(c) Blanket fidelity bonds shall be maintained by the Association for all members of the Executive Committee and all other persons handling, or responsible for, funds of or administered by the Association. Such fidelity bonds shall name the Association as an obligee and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than a sum equal to three (3) months aggregate Assessment on all Units, plus reserve funds. The bonds shall contain waivers by the issuers thereof of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions. The premiums on all bonds shall be maintained by the Association as a Common Expense. The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days prior written notice to the Association and to any Federal National Mortgage Association ("FNMA") servicer, of any mortgage on any Unit.

Section 12. Duties of the Executive Committee. The duties of the Executive Committee shall include the following:

(a) Except to the extent otherwise provided herein, the maintenance, repair and replacement of Common Elements;

(b) The making of Assessments, the collection of Common Receipts and the payment of Common Expenses;

(c) The promulgation, distribution, interpretation and enforcement of the By-Laws governing the details of the use and operation of the Property and of the Common Elements, subject to the right of a Majority of Unit Owners to amend or change any such By-Laws.

Section 13. Powers of the Executive Committee. Subject to the limitation and restrictions contained in the Act, the Declaration and the By-Laws, the Executive Committee shall, on behalf of the Unit Owners:

(a) Manage the operation and affairs of the Property and, for such purposes, engage employees, appoint agents and managers and define their duties and fix their compensation, enter into contracts and other written instruments or documents and authorize the execution thereof by officers elected by the Executive Committee; and

(b) Exercise such other powers as may be appropriate to the performance of their duties.

Section 14. Voting Rights of Unit Owners. The vote to which each Unit Owner is entitled shall be equal to the Percentage Common Element Interest assigned to each Unit multiplied by One Thousand (1,000). The vote which each Unit Owner shall be entitled to cast at any meeting of the Unit Owners shall be equal to the respective figure shown opposite the Unit Designation of the Unit owned by such Unit Owner in Exhibit "A" hereof.

The right to cast the votes applicable to a particular Unit shall be established by the record title of such Unit. Thereafter, except as hereinafter provided as to a Unit owned by a husband and wife, (1) if a Unit is owned by more than one individual, the individual entitled to cast the votes for the Unit shall be designated by a certificate signed by all of the record Unit Owners of the Unit and filed with the Secretary of the Executive Committee; (ii) if the Unit is owned by a corporation, the individual entitled to cast the votes for the Unit shall be designated by a certificate of appointment signed by the president or vice president of the corporation, and attested by the secretary or assistant secretary of the corporation and filed with the Secretary of the Executive Committee; and (iii) if a Unit is owned by a partnership, the individual entitled to cast the votes for the Unit shall be designated by a certificate signed by all of the general partners and filed with the Secretary of the Executive Committee.

Any such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the individual entitled to cast the vote of a Unit may be revoked by any Unit Owner thereof.

If a Unit shall be owned by a husband and wife, then they may, but shall not be required to, execute a certificate designating the one entitled to cast the votes for their Unit. If such a certificate shall not be executed and if they are unable to agree as the manner in which the votes applicable to their Unit shall be cast, the votes applicable to such Unit shall not be counted; provided, however, that if only one of them shall be present at a meeting of the Unit Owners, the spouse present may cast the votes applicable to the Unit unless prior thereto the other spouse, by written notice to the Secretary of the Executive Committee, shall deny authorization of the spouse present to cast such votes.

Section 15. Sharing of Common Expenses and Common Profits. The Unit Owners shall share, be liable and charged for and be bound to contribute to Common Expenses in the same proportion as their respective Common Element Interests. The Unit Owners shall share, and be entitled to, Common Profits in the same proportion as their respective Common Element Interests.

Section 16. Assessments and Their Enforcement

(a) Assessments shall be made by the Association annually and shall be based on an annual budget adopted by the Association.

(b) Assessments shall be assessed against all Units in accordance with their respective Common Element Interest, and each Unit Owner shall be personally liable for the amount so assessed. The Assessment shall, until fully paid, together with interest thereon at the rate established by the Association, constitute a lien against such Unit enforceable as provided in Section 3315 of the Act.

(c) Any Assessment against a Unit may be enforced by suit by the Executive Committee acting on behalf of the Unit Owners in any appropriate action at law or equity. Any judgment against a Unit and the Unit Owner shall be enforceable in the same manner as is otherwise provided by law.

(d) In the event that title to a Unit shall be transferred by sheriff's sale pursuant to execution upon any lien against the Unit, the Executive Committee shall give notice in writing to the sheriff of any unpaid Assessments. The purchaser at such sheriff's sale and the Unit involved shall not be liable for unpaid Assessments which became due prior to the sheriff's sale of the Unit. Any such unpaid Assessment which cannot be promptly collected from the former Unit Owner shall be reassessed by the Executive Committee to be collected from all the Unit Owners, including the purchaser who acquired title at the sheriff's sale. To protect the Executive Committee's right to collect unpaid Assessments which are a lien against a Unit, the Executive Committee may, on behalf of the Unit Owners, purchase the Unit at sheriff's sale, provided such action is authorized by a majority of the members of the Executive Committee, and if the Executive Committee does effect such purchase, the Executive Committee shall thereafter have the power to sell, convey, mortgage or lease such Unit to any Person whomsoever. Notwithstanding any foreclosure, tax sale, judicial or other forced sale of a Unit, all applicable provisions of the Condominium Documents shall be binding upon any purchaser at such sale to the same extent as they would bind a voluntary grantee, except that such purchaser shall not be liable for unpaid Assessments chargeable to such Unit which became due prior to such sale, except for the reassessed amount thereof as otherwise provided in this Paragraph (d).

(e) Upon the voluntary sale or conveyance of a Unit by a Unit Owner other than the Declarant, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments which are a charge against the Unit as of the date of the sale or conveyance. Such joint and several liability shall be without prejudice to the grantee's right to recover from the grantor the amount of any such unpaid Assessments, but until such Assessments are paid, they shall continue to be a lien against the Unit which may be enforced in the manner set forth in Section 3315 of the Act.

#### Section 17. Maintenance and Repair of Units.

(a) No Unit Owner shall make any structural modifications or alterations within his Unit without the written consent of the Executive Committee, nor shall a Unit Owner take any action under any circumstances which impairs the structural integrity of, or adversely affects or jeopardizes the soundness or safety of any part of the

Property.

(b) No unit Owner shall contract for or perform any maintenance, repair, replacement, removal, alteration or modification of the Common Elements, including Limited Common Elements, except as set forth in paragraph (d) below.

(c) No Unit Owner shall subdivide a Unit as a result of an action in partition or otherwise.

(d) It shall be the responsibility of each Unit Owner to maintain, repair or replace:

(1) All portions of his Unit which contribute to the support of any Building or other improvements on the Land, including but not limited to load-bearing walls and deck spans;

(2) All portions of any Unit which constitute a part of the exterior of any Building surrounding such Unit Owner's Unit;

(3) All Common Elements within such Unit Owner's Unit; and

(4) All Limited Common Elements assigned to such Unit Owner's Unit.

(e) It shall also be the responsibility of the Unit Owner:

(1) To maintain, repair or replace at his own expense all portions of his Unit which may cause injury or damage to the other Units or to the Common Elements, including the portions thereof mentioned and described in Section 17 (d) hereof;

(2) To paint, wallpaper, plaster, decorate and maintain the interior surfaces of all walls, ceilings, doors, door frames, windows frames, vents and floors within the Unit:

(3) To pay the expenses incurred by the Executive Committee in making repairs or replacements of the Common Elements or Limited Common Elements caused by the willful or negligent act or failure to act by the Unit Owner or his tenants, guests or invitees;

(4) To pay the expenses incurred by the Executive Committee in making repairs or replacements to any Common Element or Limited Common Element if the Unit Owner after reasonable notice fails to fulfill such Unit Owner's responsibilities as set forth in this Section 17.

(5) To maintain in a neat and orderly condition any Limited Common Element assigned to the Unit and any Common Elements the maintenance of which is the responsibility of such Unit Owner;



(6) To perform such Unit Owner's responsibilities in such a manner and at such reasonable hours so as not to disturb other Unit Owners;

(7) To refrain from repairing, altering, replacing, painting, or otherwise decorating or changing the appearance of any portion of the Common Elements or the Limited Common Element assigned to such Unit without first obtaining the consent in writing of the Executive Committee;

(8) To refrain from repairing, altering, replacing, painting, decorating or changing any exterior appendages to the Unit without obtaining the aforementioned consent;

(9) To notify the Executive Committee prior to performing any repair or maintenance work of any kind, the responsibility for which lies with the Executive Committee. (The failure of the Executive Committee to take action on such notice shall not be deemed a waiver by it of its rights nor shall it be deemed to constitute its consent thereto or its agreement to pay for such work. The Unit Owner shall abide by any terms specified by the Executive Committee relating to the conduct of such repair work); and,

(10) To maintain a minimum temperature of 50 degrees in the Unit and to repair or replace at his own expense any damage to the water or sewer pipes or any Unit, Common Element, or Limited Common Element by reason of failure to maintain the aforesaid minimum temperature.

(f) Nothing contained in the Condominium Documents shall be construed so as to impose a personal liability upon the members of the Executive Committee or officers of the Executive Committee for the maintenance, repair or replacement of any Unit, Common Element, or Limited Common Element.

(g) Each Unit Owner and the Unit Owner's agents shall have the right and easement to have access through other Units, Common Elements and Limited Common Elements during reasonable hours (or at any time in the event of an emergency) as may be reasonably necessary for the performance by such Unit Owner of such Unit Owner's maintenance and repair responsibilities as set forth in this Section 17.

#### Section 18. Restrictions and Covenants.

(a) General. Every Unit Owner shall, and by his acceptance of his Unit Deed does, covenant on behalf of himself, his heirs and his successors and assigns that he will comply strictly with the terms, covenants and conditions set forth in the Condominium Documents, the rules, regulations, resolutions and decisions adopted pursuant thereto, and the Unit Deeds, in relation to the use and operation of the Units, the Common Elements and the Property. Failure to comply with any of the foregoing shall be grounds for an action to recover sums due, for damages, or injunctive relief or

any or all of them. Such action may be maintained by an aggrieved Unit Owner or the Executive Committee on its own behalf or on behalf of the Unit Owners or by any Person who holds a lien upon a Unit and is aggrieved by any such non-compliance. In the case of flagrant or repeated violations by a Unit Owner, such Unit Owner may be required by the Executive Committee to give sufficient surety or sureties for future compliance with the terms, covenants, and conditions set forth in the Condominium Documents, rules, regulations, resolutions and decisions adopted pursuant thereto, and the Unit Deeds. In any such action the prevailing party shall be entitled to recover from the adverse party all costs and expenses, including legal fees, incurred.

(b) Specific Restrictions on Ownership and Use of Units.

(1) No Unit shall be used for any purpose other than as a residence, nor shall anything be done herein which may constitute a nuisance to the occupants of neighboring Units.

(2) Except as otherwise permitted by any rules or regulations adopted by the Association, no advertising signs may be displayed on the Property other than by the Declarant.

(3) These covenants shall not apply to the business activities of Declarant so long as Declarant owns any Unit.

(4) No industry, business, trade, occupation or profession of any kind, be it commercial, religious, educational, or otherwise, may be conducted, maintained or permitted in any part of the Property. No use or practice shall be permitted on the Property which is a source of annoyance to Unit Owners, or which interferes with the peaceful possession and proper use of the Property by the Unit Owners. All laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

(5) Leases. All leases of Units shall be in writing and shall have a minimum initial term of not less than thirty (30) days.

(c) Rules and Regulations, Fines. Reasonable Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property, may be promulgated from time to time by the Executive Committee, subject to the right of the Association to change such Rules and Regulations. Fines for violation of the Rules and Regulations may be imposed and collected by the Executive Committee as provided by the Act. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners by the Executive Committee promptly after their adoption.

Section 19. Mechanic's Liens Against Units. Any mechanic's lien arising as a result of repairs to or improvements of a Unit by a Unit Owner or by the Executive Committee shall be a lien only against such Unit. Any mechanic's lien arising as a



result of repairs to or improvements of the Common Elements, if authorized in writing pursuant to a duly adopted resolution of the Executive Committee, shall be paid by the Executive Committee as a Common Expense and until so paid shall be a lien against each Unit in a percentage equal to such Unit's Common Element Interest.

Section 20. Encroachments; Easements.

(a) In the event that any Unit or any portion of the Common Elements has either encroached upon or hereafter encroaches upon another Unit or upon any other portion of the Common Elements as a result of settling, shifting or movement of the Land or any improvements thereof, deviations arising from the original construction, alterations, repairs, or minor additions to any Unit or to any portion of the Common Elements or condemnation or eminent domain proceedings relating to any Unit or any portion of the Common Elements, or, in the event that any encroachment by any Unit or upon any other portion of the Common Elements shall occur as a result of the partial or total destruction of any Unit or any portion of the Common Elements, and of the rebuilding or reconstruction thereof in substantially the same location, a valid easement for any such encroachment and for the maintenance of the same shall exist for so long as the Units and/or Common Elements affected thereby shall stand.

(b) In interpreting any and all provisions of the Condominium Documents, subsequent Unit Deeds to, and mortgages of, Units, the actual location of the Unit shall be deemed conclusively to be the property intended to be conveyed, reserved or encumbered notwithstanding any minor deviations, either horizontally, vertically or laterally, from the locations as indicated on the Declaration Plan.

(c) The Units and Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property including, without limitation, the right to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wires, conduits and equipment and ducts and vents over, under, through, along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this subsection, unless approved in writing by the Unit Owner(s) affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant, or so as not materially interfere with the use or occupancy of the Unit by its occupants.

Declarant reserves an easement on, over and under those portions of the Common Elements not located within a Building for the purpose of maintaining and correcting drainage of surface water, including the right to cut any trees, bushes, or shrubbery, to grade the soil, or to take any other action reasonably necessary to achieve this purpose, following which the Declarant shall restore the affected property

as closely to its original condition as practicable.

(d) Attached to and made a part of this Declaration as Exhibit "C" is a list of the recording data for the recorded easements and licenses appurtenant to or included in the Condominium or to which any portion of the Condominium is or may become subject. The Condominium is also subject to all easements shown on the Declaration Plan. The Declarant reserves the right to enter into written agreements relating to such easements.

(e) Declarant shall have the right to maintain sales offices, management offices and models throughout the Property. Declarant reserves the right to place models, management offices and sales offices on any portion of the Common Elements or within unsold Units in such manner, of such size and in such locations as Declarant deems appropriate. Declarant may from time to time relocate models, management offices and sales offices to different locations within the Common Elements or to other unsold Units and upon relocation may remove all personal property and fixtures therefrom. Declarant may maintain signs on the Common Elements advertising the Condominium. The rights reserved by this subsection shall expire only when the Declarant shall no longer be a Unit Owner.

(f) The rights and easements provided for in this Section 20 are in addition to and in supplementation of the easements provided for by Section 3216, 3217, 3218, of the Act.

Section 21. First Members of the Executive Committee. The first members of the Executive Committee are \_\_\_\_\_

Section 22. Gender and Number. The use of the masculine gender in this Declaration shall be deemed to refer also to the feminine gender and the use of the singular shall be deemed to refer also the plural and vice versa, whenever the context so requires.

Section 23. Termination. Except in the case of a taking of all of the Units by eminent domain, the Condominium may be terminated only by agreement of Unit Owners to which at least eighty (80%) percent of the votes of the Association are allocated. All procedures concerning such termination shall be strictly in accordance with Section 3220 of the Act.

Section 24. Insurance. The Executive Committee shall obtain comprehensive public liability and property damage insurance covering liability for loss or damage to persons or property in such amounts and against such risks hereinafter set forth.

(a) The insurance coverage provided for the benefit of Unit Owners shall be as follows:

(1) Commencing not later than the time of the first conveyance of a Unit to a person other than the Declarant, the Association shall maintain, to the extent reasonably available:

(i) Property insurance on the Common Elements (including fixtures and equipment therein and thereof and including all personal property owned by the Association) Limited Common Elements and Units (exclusive of improvements and betterments installed in Units by Unit Owners and exclusive of personal property owned by Unit Owners) insuring against all risks of direct physical loss commonly insured against. The total amount of insurance after application of any deductibles shall be in an amount equal to (100%) percent of the current replacement cost thereof, exclusive of land, excavations, foundations, and other items normally excluded from property policies.

(ii) Comprehensive general liability insurance, including medical payments insurance to the Unit Owners, in their capacity as Unit Owners, the Association, the Executive Committee and any manager of the Property against any liability to the public or to the Unit Owners, their tenants or invitees, arising out of or in connection with ownership, maintenance, and/or use of the Common Elements or the Property and any part thereof. Limits of liability shall be at least One Million (\$1,000,000.00) Dollars for death, bodily injury and/or property damage. The scope and amount of coverage of all liability insurance policies shall be reviewed at least once each year by the Association and may be increased at its direction.

(2) If the insurance described in subsection (1) is not maintained, the Association promptly shall cause notice of that fact to be hand-delivered to all Unit Owners.

(3) Insurance policies carried pursuant to subsection (1) must provide that:

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

(ii) The insurer waives its right to subrogation under the policy against any Unit Owner of the Condominium or members of his household.

(iii) 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.

(iv) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same property covered by the policy, the policy is primary insurance not contributing with the other insurance.

(4) Any loss covered by the property policy under subsection (1) (i) shall be adjusted with the Association but the insurance proceeds for that loss shall be payable to any insurance trustee designated for that purpose or otherwise to the Association and not to any mortgagee or beneficiary under a deed of trust. The insurance trustee of the Association shall hold any insurance proceeds in trust for Unit Owners and lienholders as their interest may appear. Subject to the provisions of subsection (7) , the proceeds shall be disbursed first for the repair or restoration of the damaged Common Elements and Units. Unit Owners and lienholders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Common Element and Units have been completely repaired or restored or the Condominium is terminated as provided in Section 23 hereof.

(5) An insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for this own benefit.

(6) An insurer that has issued an insurance policy under this Section shall issue certificates or memoranda of insurance to the Association and, upon request, to any Unit Owner, mortgagee or beneficiary under a deed of trust. The insurance may not be cancelled until thirty (30) days after notice of the proposed cancellation has been mailed to the Association, each Unit Owner and each mortgagee or beneficiary under a deed of trust to whom certificates of insurance have been issued.

(7) Proceeds of insurance policies received by the Association or the Executive Committee shall be distributed as follows:

(i) Any portion of the Condominium damaged or destroyed shall be repaired or replaced promptly by the Association, unless:

(a) the Condominium is terminated as provided in Section 23 hereof;

(b) repair or replacement would be illegal under any state or local health or safety statute or ordinance; or,

(c) Eighty percent (80%) percent of the Unit Owners vote against such repairs or replacements.

(ii) The cost of repair or replacement in excess of insurance proceeds is a Common Expense.

(iii) If the entire Condominium is not repaired or replaced:

(a) the insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium;



(b) the insurance proceeds attributable to Units and Limited Common Elements which are not rebuilt shall be distributed to the Owners of those Units and the Owners of the Units to which those Limited Common Elements were assigned; and,

(c) the remainder of the proceeds shall be distributed to all Unit Owners in proportion to their Common Element Interest. If the Unit Owners vote not to rebuild any Unit, that Unit's entire Common Element Interest, votes in the Association and Common Expense liability are automatically reallocated as if the Unit has been condemned under Section 3107 (a) of the Act (relating to eminent domain) and the Association promptly shall prepare, execute and record an amendment of the Declaration reflecting the reallocations.

(iv) Notwithstanding the provisions of this subsection, Section 3220 of the Act (relating to termination of Condominium) governs the distribution of insurance proceeds if the Condominium is terminated.

Section 25. Enforcement. The Executive Committee or any Unit Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations or liens now or hereafter imposed by the provisions of this Declaration. Failure by the Executive Committee or by any Unit Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Any right or power vested in the Association hereunder shall be deemed to be vested in the Executive Committee unless expressly stated to the contrary or required by the Act.

Section 26. Amendment of Declaration.

(a) For as long as Declarant is an Owner of one or more Units, this Declaration may be amended only with the written consent of Declarant.

(b) Except as otherwise permitted by Section 3219 of the Act and the other Sections of the Act referred to therein, this Declaration may only be amended by the vote of the vote of the Unit Owners to whom not less than sixty-seven (67%) percent of the votes in the Association are allocated at a meeting duly held in accordance with the provisions of the By-Laws.

Section 27. Severability. Any provision of the Condominium Documents which shall be unenforceable or invalid in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability or invalidity, without invalidating the remaining provisions of the Condominium Documents, and any such unenforceability or invalidity in any jurisdiction shall not render unenforceable or invalidate such provision in any other jurisdiction.

Section 28. Effective Date. The Declaration shall become effective on the date when it and the Declaration Plan are Recorded.

Section 29. Convertible Real Estate. Declarant hereby explicitly reserves an option until the seventh (7th) anniversary of the recording of this Declaration to convert Convertible Real Estate from time to time in compliance with Section 3211 of the Act, without the consent of any Unit Owner or holder of a mortgage on any Unit. This option to convert may be terminated prior to such anniversary only upon the filing of an amendment to this Declaration by the Declarant. Declarant expressly reserves the right to convert any or all portions of the Convertible Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be converted, added or withdrawn; provided, however, that the Convertible Real Estate shall not exceed the area described as such on Exhibit "D" hereto. There are no other limitations on this option to convert Convertible Real Estate, except as herein provided.

A maximum of 190 Units (which number includes the Units created by this Declaration) may be created within the Convertible Real Estate all of which will be restricted exclusively to residential use except as otherwise provided in Section 20 (e) of the Declaration and Section 3217 of the Act. The maximum number of Units per acre that may be created within the Convertible Real Estate is 3.57 single-family Units or 7.14 duplex Units. There is one area of the Convertible Real Estate which is zoned by the governing municipality to permit higher density. The area consists of approximately 2.06 acres upon which 30 lots of 20 feet by 150 feet each containing one Unit could be situate. The maximum density in this area would be 14.56 Units per acre. All Buildings and Units built within the Convertible Real Estate will be compatible with other Buildings and Units in the Condominium in terms of quality of construction. No assurances are made that Buildings and Units built within the Convertible Real Estate will be compatible with other Buildings and Units in the Condominium in terms of architectural style, principal materials used in construction, and size. No assurances are made that Limited Common Elements created within Convertible Real Estate will be in proportion to the Limited Common Elements within other parts of the Condominium. No assurances are made that the general types and sizes of any Limited Common Elements which may be made or created within the Convertible Real Estate will be the same as those within other parts of the Condominium. No assurances are made with regard to (i) the other improvements and Limited Common Elements which may be made or created upon the Convertible Real Estate; or (ii) the locations of any Building or other improvements which may be made within the Convertible Real Estate. The assurances made in this Section do not apply with respect to any Additional Real Estate, which is also Convertible Real Estate, but is not added to the Condominium. All restrictions in this Declaration affecting use, occupancy and alienation of Units shall apply to Units created within Convertible Real Estate; provided that if such Convertible Real Estate is also Additional Real Estate such restriction shall apply only if the Additional Real Estate is added to the Condominium.

Section 30. Additional Real Estate. Declarant hereby explicitly reserves an option until the seventh (7th) anniversary of the recording of this Declaration to add



additional Real Estate from time to time in compliance with Section 3211 of the Act, without the consent of any Unit Owner or of the holder of a mortgage on any Unit. This option to add Additional Real Estate may be terminated prior to such anniversary only upon the filing of an amendment to this Declaration by the Declarant. Declarant expressly reserves the right to add any or all portions of the Additional Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be converted or added; provided, however, that the Additional Real Estate shall not exceed the area described as such on Exhibit "E" hereto. There are no other limitations concerning the option to add Additional Real Estate, except as herein provided.

All Additional Real Estate when added to the Condominium shall become Convertible Real Estate and Declarant may construct additional Units (up to the maximum number stated in Section 29), Limited Common Elements and Common Elements thereon either before or after the filing of the amendment to this Declaration adding such Additional Real Estate to the Condominium. The maximum number of units per acre that may be created by the addition of Additional Real Estate is 3.57 single-family Units or 7.14 duplex Units. There is one area of the Additional Real Estate which is zoned by the governing municipality to permit higher density. This area consists of approximately 2.06 acres upon which 30 lots of 20 feet by 150 feet each containing one Unit could be situate. The maximum density in this area would be 14.56 Units per acre.

All Buildings and Units built within the Additional Real Estate shall be compatible with other Buildings and Units in the Condominium in terms of quality of construction. No assurances are made that Buildings and Units built within the Additional Real Estate will be compatible with other Buildings and Units in the Condominium in terms of architectural style, principal materials used in construction and size. No assurances are made that Limited Common Elements created within Additional Real Estate will be in proportion to those within other parts of the Condominium. No assurances are made that the general types and sizes of any Limited Common Elements which may be made or created within the Additional Real Estate will be the same as those within other parts of the Condominium. No assurances are made with regard to (i) the other improvements and Limited Common Elements which may be made or created upon the Additional Real Estate; (ii) the locations of any Buildings or other improvements which may be made within the additional Real Estate or (iii) whether or not the Additional Real Estate or any part thereof will in fact be added to the Condominium. All restrictions in this Declaration affecting use, occupancy and alienation of Units shall apply to Units created within the Additional Real Estate only when such Additional Real Estate is added to the Condominium by appropriate amendment to this Declaration. No other assurances made above apply if the Additional Real Estate is not added to the Condominium.

Section 31. Rights of First Mortgagees.

(a) Upon the specific written request by a holder, insurer or guarantor of a first lien mortgage on a Unit to the Executive Committee, such first mortgage holder, insurer or guarantor shall be entitled to receive the following as designated in the request:

(1) Copies of any proposed amendment to the Condominium Documents effecting a change in (i) the boundaries of any Unit or the Limited Common Elements appertaining thereto; (ii) the Common Element Interest appertaining to any Unit or the liability for Common Expenses appertaining thereto; (iii) the number of votes appertaining to any Unit; or (iv) restrictions on the use or occupancy of any Unit or the Common Elements.

(2) Notice of the proposed termination of the Condominium.

(3) Notice of the commencement of any condemnation or eminent domain proceedings or of the occurrence of any casualty loss which affects either a material portion of the Condominium or of any Unit on which there is a first mortgage granted to the notifying party.

(4) Notice of any delinquency which has continued for a period of sixty (60) days or more in the payment of Assessments owed to the Association by a Unit Owner granting any such first mortgage.

(5) Notice of any lapse, cancellation or material modifications of any insurance policy maintained by the Association.

(b) The request of a holder, insurer or guarantor of a first lien mortgage shall specify the Units on which a mortgage is held and shall indicate the address to which any notices or documents shall be sent by the Executive Committee. The Executive Committee need not inquire into the validity of any request hereunder.

(c) The holders, insurers or guarantors of the first lien mortgages on Units who have requested notice in accordance with the provisions of Section 31(a) and (b) above and to which at least fifty-one (51%) percent of the votes of Units subject to such first lien mortgages are allocated, must approve the following specified actions of the Unit Owners or the Association as a condition to the effectiveness of such action:

(1) Any restoration or repair of the Condominium after a partial condemnation or damage due to any insurable hazard which is not substantially in accordance with the Condominium Documents.

(2) Any election to terminate the Condominium after a substantial taking in condemnation or destruction.

(3) Except as otherwise permitted by Section 3219 of the Act and the other Sections of the Act referred to therein, any material amendment to the Condominium Documents relating to voting, Assessments, Assessment liens, the subordination of Assessment liens, reserves for maintenance, repair and replacement of Common Elements, insurance, fidelity bonds, the use of Common Elements, maintenance and repair responsibilities, expansion or contraction of the Condominium; the addition of Additional Real Estate, Unit Boundaries, Common Element Interests, the convertibility of Units into Common Elements or Common Elements into Units, leasing Units, the imposition of any right of first refusal or similar restrictions on the right of a Unit Owner to sell, transfer, or otherwise convey his Unit, or any provisions which are for the express benefit of such first mortgagees.

(d) The holders, insurers or guarantors of first lien mortgages in Units who have requested notice in accordance with the provisions of Section 31(a) and (b) above to which at least sixty-seven (67%) percent of the votes of Units subject to such first lien mortgages are allocated must approve any termination of the Condominium except a termination for the reasons described in Section 31(c) (2) above.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal the day and year first above written.

WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
GARY L. SWEITZER

\_\_\_\_\_  
MONECO-CARDINAL LANE  
PARTNERSHIP

\_\_\_\_\_

\_\_\_\_\_

COMMON ELEMENT PERCENTAGE INTERESTS ALLOCATED  
TO EACH UNIT

<u>Unit Designation</u>	<u>Common Element Percentage Interest</u>	<u>Votes</u>
3419	12.5 %	125
3421	12.5%	125
3422	12.5%	125
3424	12.5%	125
3425	12.5%	125
3427	12.5%	125
3431	12.5%	125
3435	<u>12.5%</u>	<u>125</u>
TOTAL	100 %	1,000

EXHIBIT "A"

All that certain property situate in Dover Township, York County, Pennsylvania being known as Lots 2, 3, 4 and 30 as shown on a Final Subdivision Plan of Stonebridge Crossing prepared by David A. Hoffman, Land Surveyor, dated 4-14-90, Drawing Number GHN-01.01, and recorded in the Office of the Recorder of Deeds for York County in Plan Book KK, Page 535.

EXHIBIT "B"

1. Right-of-way granted to Southern Pipe Line Company as set forth in York County Record Book 24-M, Page 354.
2. Right-of-way granted to Dover Township Sewer Authority as set forth in York County Records 65-I, Page 1178.
3. Right-of-way granted to Edison Light & Power Company as set forth in York County Record Book 27-I, Page 93 and in York County Record Book 34-A, Page 446.
4. Right-of-way granted to Manufacturers Light & Heat Company as set forth in York County Record Book 46-B, Page 392.
5. Conditions and restrictions as set forth in York County Record Book 71-M, Page 234.
6. All Declarant's rights and easements as described and reserved in the Declaration and Act.

EXHIBIT "C"



All that certain property lying in Dover Township, York County, Pennsylvania, more fully described as follows:

BEGINNING at a point on the Eastern right-of-way line of Cardinal Lane (H-500) at the joiner of land now or formerly of John D. Flinchbaugh, et al, thence in an arc with a radius of three hundred eighty and zero hundredths (380.00) feet, the chord of which is North twenty-two (22) degrees thirty-nine (39) minutes eleven (11) seconds West, along the Eastern right-of-way line of Cardinal Lane in a Northerly direction, a distance of nineteen and twenty hundredths (19.20) feet to a point; thence North twenty-four (24) degrees six (06) minutes zero (00) seconds West, along the Eastern right-of-way line of Cardinal Lane, a distance of four hundred eighty-three and seventeen hundredths (483.17) feet to a point; thence in an arc with a radius of five thousand five hundred sixty and zero hundredths (5,560.00) feet, the chord of which is North twenty-six (26) degrees four (04) minutes zero (00) seconds West, along the Eastern right-of-way line of Cardinal Lane, in a Northerly direction, a distance of three hundred eighty-one and sixty-nine hundredths (381.59) feet to a point; thence North twenty-eight (28) degrees two (02) minutes zero (00) seconds West, along the Eastern right-of-way line of Cardinal Lane, a distance of one hundred fifty-three and ninety-six hundredths (153.96) feet to a point; thence North sixty-one (61) degrees twenty-five (25) minutes thirty-two (32) seconds East, along land now or formerly of Wanda L. Brant, a distance of one hundred sixty-two and three hundredths (162.03) feet to a point; thence North twenty-four (24) degrees thirty-seven (37) minutes eleven (11) seconds East, along land of the same, and through the stream bed of Fox Run, a distance of three hundred three and zero hundredths (303.00) feet to a point; thence North fifty-four (54) degrees fifteen (15) minutes forty (40) seconds East, through the stream bed of Fox Run, a distance of two hundred thirty-three and zero hundredths (233.00) feet to a point; thence North seventy-five (75) degrees fifteen (15) minutes forty (40) seconds East, through the stream bed of Fox Run, a distance of three hundred thirty and zero hundredths (330.00) feet to a point; thence North fifty-one (51) degrees zero (00) minutes forty (40) seconds East, through the stream bed of Fox Run, a distance of two hundred sixty-four and zero hundredths (264.00) feet to a point; thence South twenty-four (24) degrees fifty-nine (59) minutes twenty (20) seconds East, through the stream bed of Fox Run and along land now or formerly of Robert D. Runyan, a distance of five hundred seventy-one and twenty six hundredths (571.26) feet to a point; thence South thirty-five (35) degrees six (06) minutes fifty (50) seconds East, along land now or formerly of Robert D. Runyan, a distance of seven hundred nineteen and seventy-three hundredths (719.73) feet to a point; thence South forty-seven (47) degrees fifty-three (53) minutes zero (00) seconds West, along land now or formerly of John D. Flinchbaugh, et al, a distance of two hundred seventy and ninety-nine hundredths (270.99) feet to a point; thence in an arc with a radius of eight hundred seventy-five and zero

EXHIBIT "D"

1 of 2

hundredths (875.00) feet, the chord of which is South thirty-seven (37) degrees fifty-two (52) minutes twenty-three (23) seconds East, along land of the same, a distance of seventy-nine and sixty-one hundredths (79.61) feet to a point; thence South thirty-five (35) degrees sixteen (16) minutes zero (00) seconds East, along land of the same, a distance of forty-one and sixty-five hundredths (41.65) feet to a point; thence South fifty-eight (58) degrees sixteen (16) minutes zero (00) seconds West, along land of the same, eight hundred two and nine hundredths (802.09) feet to a point; thence in an arc with a radius of three hundred seventy-five and zero hundredths (375.00) feet, the chord of which is North fifty-one (51) degrees nineteen (19) minutes ten (10) seconds West, along land of the same, a distance of one hundred forty and twenty-four hundredths (140.24) feet to a point; thence North sixty two (62) degrees two (02) minutes zero (00) seconds West, along land of the same, a distance of sixty-four and forty-six hundredths (64.46) feet to a point; thence in an arc with a radius of two hundred sixty and zero hundredths (260.00) feet, the chord of which is North eighty-four (84) degrees forty-four (44) minutes zero (00) seconds West, along land of the same, in a westerly direction, a distance of two hundred six and two hundredths (206.02) feet to a point; thence South seventy-two (72) degrees thirty-four (34) minutes zero (00) seconds West, along land of the same, a distance of twenty and fifty-two hundredths (20.52) feet to a point and end place of BEGINNING.

EXHIBIT "D"

2 of 2

All that certain property lying in Dover Township, York County, Pennsylvania, more fully described as follows:

BEGINNING at a point on the Eastern right-of-way line of Cardinal Lane (T-500) at the joiner of land now or formerly of John D. Flinchbaugh, et al, thence in an arc with a radius of three hundred eighty and zero hundredths (380.00) feet, the chord of which is North twenty-two (22) degrees thirty-nine (39) minutes eleven (11) seconds West, along the Eastern right-of-way line of Cardinal Lane in a Northerly direction, a distance of nineteen and twenty hundredths (19.20) feet to a point; thence North twenty-four (24) degrees six (06) minutes zero (00) second West, along the Eastern right-of-way line of Cardinal Lane, a distance of four hundred eighty-three and seventeen hundredths (483.17) feet to a point; thence in an arc with a radius of five thousand five hundred sixty and zero hundredths (5,560.00) feet, the chord of which is North twenty-six (26) degrees four (04) minutes zero (00) seconds West, along the Eastern right-of-way line of Cardinal Lane, in a Northerly direction, a distance of three hundred eighty-one and sixty-nine hundredths (381.59) feet to a point; thence North twenty-eight (28) degrees two (02) minutes zero (00) seconds West, along the Eastern right-of-way line of Cardinal Lane, a distance of one hundred fifty-three and ninety-six hundredths (153.96) feet to a point; thence North sixty-one (61) degrees twenty-five (25) minutes thirty-two (32) seconds East, along land now or formerly of Wanda L. Brant, a distance of one hundred sixty-two and three hundredths (162.03) feet to a point; thence North twenty-four (24) degrees thirty-seven (37) minutes eleven (11) seconds East, along land of the same, and through the stream bed of Fox Run, a distance of three hundred three and zero hundredths (303.00) feet to a point; thence North fifty-four (54) degrees fifteen (15) minutes forty (40) seconds East, through the stream bed of Fox Run, a distance of two hundred thirty-three and zero hundredths (233.00) feet to a point; thence North seventy-five (75) degrees fifteen (15) minutes forty (40) seconds East, through the stream bed of Fox Run, a distance of three hundred thirty and zero hundredths (330.00) feet to a point; thence North fifty-one (51) degrees zero (00) minutes forty (40) second East, through the stream bed of Fox Run, a distance of two hundred sixty-four and zero hundredths (264.00) feet to a point; thence South twenty-four (24) degrees fifty-nine (59) minutes twenty (20) seconds East, through the stream bed of Fox Run and along land now or formerly of Robert D. Runyan, a distance of five hundred seventy-one and twenty six hundredths (571.26) feet to a point; thence South thirty-five (35) degrees six (06) minutes fifty (50) seconds East, along land now or formerly of Robert D. Runyan, a distance of seven hundred nineteen and seventy-three hundredths (719.73) feet to a point; thence South forty-seven (47) degrees fifty-three (53) minutes zero (00) seconds West, along land now or formerly of John D. Flinchbaugh, et al, a distance of two hundred seventy and ninety-nine hundredths (270.99) feet to a point thence in an arc with a radius of eight hundred seventy-five and zero

EXHIBIT "E"

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hundredths (875.00) feet, the chord of which is South thirty-seven (37) degrees fifty-two (52) minutes twenty-three (23) seconds East, along land of the same, a distance of seventy-nine and sixty-one hundredths (79.61) feet to a point; thence South thirty-five (35) degrees sixteen (16) minutes zero (00) seconds East, along land of the same, a distance of forty-one and sixty-five hundredths (41.65) feet to a point; thence South fifty-eight (58) degrees sixteen (16) minutes zero (00) seconds West, along land of the same, eight hundred two and nine hundredths (802.09) feet to a point; thence in an arc with a radius of three hundred seventy-five and zero hundredths (375.00) feet, the chord of which is North fifty-one (51) degrees nineteen (19) minutes ten (10) seconds West, along land of the same, a distance of one hundred forty and twenty-four hundredths (140.24) feet to a point; thence North sixty two (62) degrees two (02) minutes zero (00) seconds West, along land of the same, a distance of sixty-four and forty-six hundredths (64.46) feet to a point; thence in an arc with a radius of two hundred sixty and zero hundredths (260.00) feet, the chord of which is North eighty-four (84) degrees forty-four (44) minutes zero (00) seconds West, along land of the same, in a westerly direction, a distance of two hundred six and two hundredths (206.02) feet to a point; thence South seventy-two (72) degrees thirty-four (34) minutes zero (00) seconds West, along land of the same, a distance of twenty and fifty-two hundredths (20.52) feet to a point and end place of BEGINNING.

Excepting only the property described on Exhibit "B" hereof.

EXHIBIT "E"

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