

2589

65P

DECLARATION

OF

**LONGTOWN VILLAGE
CONDOMINIUM**

RECORDER OF DEEDS
YORK COUNTY
PENNSYLVANIA

INSTRUMENT NUMBER
1997025849

RECORDED ON
May 13, 1997
2:35:30 PM

RECORDING FEES	\$137.00
STATE WRIT TAX	\$0.50
TOTAL	\$137.50

**DECLARATION
INDEX**

Section

	Recitals	1
1	Definition and Terms	1
2	Submission of Land to Act	8
3	Name	8
4	Description of Land	8
5	Description of Buildings	8
6	Description of Units; Boundaries	9
7	Unit Deeds	11
8	Description of Common Elements and Provisions Applicable Thereto	12
9	The Declaration Plan	15
10	Administration of the Property; The Association	16
11	Executive Committee	16
12	Duties of the Executive Committee	18
13	Powers of the Executive Committee	18
14	Voting Rights of Unit Owners	19
15	Sharing of Common Expenses and Common Profits	20
16	Assessments and Their Enforcement	21
17	Maintenance and Repair of Units	23
18	Restrictions and Covenants	26
19	Mechanic's Liens Against Units	28
20	Encroachments; Easements	29
21	First Members of the Executive Committee	33
22	Gender and Number	33
23	Taking, Termination	34
24	Insurance	34
25	Enforcement	39
26	Amendment of Declaration	40
27	Severability	40
28	Effective Date	40
29	Convertible Real Estate	41
30	Additional Real Estate	43
31	Rights of First Mortgagees	46
32	Limitation of Liability	47

DECLARATION

THIS DECLARATION, made the 13TH day of May, 1997 by LONGSTOWN DEVELOPMENT CORPORATION, a Pennsylvania business corporation with offices at 1015 Village Boulevard, York, Pennsylvania, 17402 (hereinafter referred to as the "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner in fee simple of the tract of land and the improvements thereon located in Windsor Township, York County, and Commonwealth of Pennsylvania, more particularly described in Section 4 hereof; 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, 68 Pa. C. S. Section 3101 et seq. for the purpose of creating Longstown Village 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. as effective on the date of recordation of this Declaration.

"Additional Real Estate" means the real estate described in Exhibit "E" attached hereto that may be added to the Condominium pursuant to an Amendment to this Declaration so long as the Declarant's rights to add such Additional Real Estate to the Condominium continues to exist.

"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 Longstown Village Condominium Association and which shall be organized as an unincorporated association 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 include:

(a) The Land and all portions of the Buildings and Property which do not comprise part of any Unit.

(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 the Unit assigned such 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 not located within any Unit.

(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.

(i) All sewer laterals and mains located on the Land.

"Common Element Interest" or "Common Element Percentage Interest" or "Percentage Interest" means the fraction or percentage of the 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 all Units regardless of Unit size or location.

"Common Expenses" mean expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves, including general common expenses and Limited Common Expenses.

"Common Profits" means the excess, if any, of all Common Receipts over all Common Expenses during any 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 Longstown Village Condominium all portions of which are located in Windsor Township, York County, Pennsylvania.

"Condominium Documents" or "Documents" means this Declaration, the Declaration Plan, the By-Laws, 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 Longstown Development Corporation and its 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 Declaration 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 provisions 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 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.

"Limited Common Expenses" means all expenses identified as such pursuant to Section 3314 (c) of the Act.

"Majority" or "Majority of Unit Owners" means the Unit Owners holding more than fifty percent (50%) percent

in the aggregate of the Common Element Interests as specified in this Declaration as amended or supplemented from time to time.

"Perimeter Wall" means:

(a) Any wall dividing a Unit from either another Unit or a Common Element;

(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 as amended or supplemented from time to time.

"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, the boundaries of which are described pursuant to Section 3205 (4) of the Act.

"Unit Deed" means a deed of conveyance of a Unit in recordable form containing a description of the Unit and 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 the Declarant, if it owns any Unit, and any Person or Persons to whom ownership of a Unit has been conveyed.

Section 2. Submission of Land to Act. Declarant hereby submits the Land described in Section 4 hereof, the Building and all improvements erected or to be erected thereon and all easements, rights, and appurtenances belonging or appertaining thereto to the provisions of the Act.

Section 3. Name. The name by which the Property shall be known is "Longstown Village 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 one (1) Building as shown on the Declaration Plan. The Building is erected on Lot 1 of the Land as shown on the Declaration Plan. The Building will contain four (4) Units. The Building is more

specifically described in the Declaration Plan.

Section 6. Description of Units; Boundaries.

(a) Declarant hereby subdivides the Building described in Section 5 hereof into four (4) 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 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, or otherwise transferred in any manner permitted by the laws of the Commonwealth of Pennsylvania except as otherwise restricted in this Declaration. No Unit may be further subdivided. **NO UNIT MAY BE LEASED OR RENTED.**

The Unit Designation, the location of each Unit, its dimensions, the Common Elements to which each Unit has direct exit and other data concerning the Units are shown on the Declaration Plan.

(b) Unit Boundaries. 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 including all lath furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting the finished surfaces thereof;

(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 comprise part of the Common Elements;

(3) All chutes, flues, ducts, wires, conduits, bearing walls, bearing columns or any other fixtures lying partially within and partially outside the designated boundaries of the Unit serving only a single Unit which shall be designated as a Limited Common Element on the Declaration Plan; and

(4) All awnings, doorsteps, stoops, porches, balconies, patios and all exterior doors and windows or other fixtures designed to serve only a single Unit which shall be designated as a Limited Common Element on the Declaration Plan.

(c) Allocation of Limited Common Elements.

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, patios, and porches adjacent to certain Units, parking spaces and air conditioner pads.

(d) No pipes, wires, conduits or other public utility lines or installations constituting part of the overall utility system for the Building or Condominium, including but not limited to sewer pipes, water pipes, cable television cables, electric lines and telephone lines, not designated for the service of a 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.

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 Windsor Township, York County, 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;
and

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

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

(a) The term "Common Elements" is defined in Section 1 hereof, and the Common Elements are particularly described and shown on the Declaration Plan. These Common Elements specifically include all sewer mains and laterals located on the Land.

(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. The Percentage Interests in the Common Elements are allocated equally to all Units regardless of Unit size or location.

(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) Subject to the provisions of the Condominium Documents and any rules and regulations of the Association, each Unit Owner, tenant and occupant of a 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, 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.

(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 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 or Units or the Common Elements or to abate any violation of law, orders, rules or regulations of any governmental authorities having jurisdiction over the Condominium.

(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 Limited 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. These maintenance responsibilities shall include, but not be limited to, the maintenance, repair and replacement of all sewer lines and laterals from the point of connection at the main sewer line throughout the entire Condominium.

The Executive Committee shall also provide for the storage and removal of all refuse from the Condominium.

(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 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.

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 Unit Owners other than the Declarant who shall supplement the three members of the Executive Committee, thereby creating an Executive Committee consisting of five 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 years following conveyance of the first Unit to an Owner other than the Declarant, the Owners, other than the Declarant, shall elect three 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.

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

(a) The maintenance, repair and replacement of Common Elements and Limited Common Elements;

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

(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.

(d) The promulgation, distribution, interpretation and enforcement of Rules and Regulations.

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

(a) Manage the operation and affairs of the Association 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 all such other powers as may be appropriate to the performance of their duties.

Section 14. Voting Rights of Unit Owners. Each Unit Owner shall be entitled one (1) vote.

The right to cast the vote 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, (i) if a Unit is owned by more than one individual, the individual entitled to cast the vote 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 vote for the Unit shall be designated by a certificate of appointment signed by the president or vice president, under its corporate seal, 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 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 is owned by a husband and wife, or any other joint owners, then they may, but shall not be required to, execute a certificate designating the one entitled to cast the vote for their Unit. If such a certificate is not executed and if they are unable to agree as to the manner in which the vote applicable to their Unit shall be cast, the vote 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 vote applicable to the Unit unless prior thereto the other spouse, by written notice to the Secretary, shall deny authorization of the spouse present to cast such vote.

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 without respect to length of time they have owned the Unit.

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) Assessment shall be assessed against all Units in accordance with their Common Element Interest assigned to such Unit 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. Liens for delinquent assessments shall be subordinate to a first mortgage on the Unit if the first mortgage was recorded before the delinquent assessment was due.

(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 or mortgage such Unit to any Person. 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 as otherwise provided in this Paragraph (d).

(e) No Unit Owner shall be liable for the payment of any Assessment against his Unit prior to the delivery of a deed of conveyance in fee to him of such Unit except for a pro rata share of such Assessment resulting from a pro rate reallocation of such Assessment to all Units.

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 he 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, except through the Executive Committee.

(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 the Executive Committee, as the representative of the Association, to maintain, repair or replace:

- (1) All Common Elements;
- (2) All Limited Common Elements;

(3) All incidental damages caused by work done in any Unit at the direction of the Executive Committee.

(e) It shall 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;

(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 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 Limited Common Element caused by his willful or negligent act or failure to act;

(5) To maintain in a neat and orderly condition any Limited Common Element assigned to the Unit;

(6) To perform his 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 Limited Common Elements 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 consent in writing of the Executive Committee;

(9) To notify the Executive Committee prior to performing any repair 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, sewer pipes, plaster or drywall by reason of his failure to maintain the

aforesaid minimum temperature.

(f) Nothing contained in the Condominium Documents shall be construed to impose 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.

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 and his heirs, successors and assigns that he will comply strictly with the terms, covenants and conditions set forth in the Condominium Documents, the By-Laws, 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, the Limited 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 by 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, he may be required by the Executive Committee to give

sufficient surety or sureties for his future compliance with the terms, covenants, and conditions set forth in the Condominium Documents, rules, regulations, resolutions and decisions. 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 therein which may constitute a nuisance to the occupants of neighboring Units. Garages may not be occupied by persons or pets.

(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) 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 its Unit Owners. All laws, zoning

ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

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

(5) NO UNIT MAY BE LEASED OR RENTED.

(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 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 thereon, 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 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 indicated on the Declaration Plan.

(c) The Units, Limited Common Elements 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, Limited Common Elements 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 to 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 and Limited 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 any 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) Declarant reserves an easement through the Common Elements as may be reasonably necessary for the purpose of discharging the Declarant's obligations under this Declaration and the Act and for the purpose of exercising any rights reserved to Declarant hereunder or in the Act.

(g) 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 and 3218 of the Act.

(h) Windsor Township, and its designated agents, shall have a permanent right of access to, from and in the Land and Additional Real Estate described in Exhibit "B" and "E" respectively either for emergency purposes or for the Unit Owners' or the public's health, safety and welfare as determined solely by the Supervisors of Windsor Township. In the event that the Township determines that the Land or Additional Real

Estate requires maintenance, reconstruction or repair for one of the purposes stated above, and the Association fails to remedy the problem after sixty (60) days written notice from the Township to do so, the Township, in its sole discretion, may undertake such maintenance, reconstruction or repair. Windsor Township shall have the right to assess the Association for any and all costs relating thereto, and assume the rights of the Association to assess and collect the Township's actual costs incurred from any and all Unit Owners. The Township may assess and collect fees, and file liens for nonpayment of same against all of the Association's property and that of any and all Unit Owners. The rights granted to the Township under this paragraph shall not, under any circumstances, be construed to create any obligation on the part of the Township to enforce its rights or those of any Unit Owner under this Declaration. No amendment can be made to this Declaration that shall in any way alter the Township's rights herein except with the written consent of the Township.

Section 21. First Members of the Executive Committee. The first members of the Executive Committee are Michael L. Nazmack, Thomas B. Nazmack and John R. Nedzel.

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. Taking, 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. All procedures concerning a taking by eminent domain shall be strictly in accordance with Section 3107 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) and Units (exclusive of improvements and betterments installed in Units by Unit Owners after the first conveyance of the Unit by the Declarant and after the first conveyance of the Unit by the Declarant 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 not less than one hundred (100%) percent of the replacement costs thereof, exclusive of land, excavations, foundations, and other items normally excluded from property policies.

(ii) Comprehensive general liability insurance, including medical payment insurance, insuring 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 the 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 or sent prepaid by United States Mail 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 and membership in the Association.

(ii) The insurer waives its right to subrogation under the policy against any Unit Owner of the Condominium and 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 an 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 or the Association shall hold any insurance proceeds in trust for Unit Owners and lienholders as their interests 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 Elements 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 his 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, 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 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 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 not less than sixty-seven (67%) percent of the Unit Owners to whom 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 invalid 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 create Units, Common Elements or Limited Common Elements, within Convertible Real Estate from time to time in compliance with Section 3211 of the Act, without the consent of any Unit Owner or the holder of a mortgage on any Unit. This option 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. (Notwithstanding the foregoing, if any of the Additional Real Estate is added, portions thereof may be designated as Convertible Real Estate). There are no other limitations on this option to convert Convertible Real Estate, except as herein provided.

A maximum of 300 Units and 111 Buildings (which number includes the Units and Building created by this Declaration) may be created within the Condominium of which 76 Units are in the area designated as Convertible

Real Estate. All Units 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 area currently designated as Convertible Real Estate is 6.0. If any Additional Real Estate is added to the Condominium and designated as Convertible Real Estate, the maximum number of Units per acre shall be as described in Section 30. 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. The 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. Limited Common Elements created within Convertible Real Estate will be in proportion to those within other parts of the Condominium. No assurances are made with regard to the other improvements and Limited Common Elements which may be made or created upon the Convertible Real Estate. The locations of Buildings and other improvements which may be made within the Convertible Real Estate are designated on the Declaration Plan. All restrictions in this Declaration affecting use, occupancy and alienation of Units shall apply to Units created within the Convertible

Real Estate; provided that if such Convertible Real Estate is created within Additional Real Estate such restriction shall apply only if the Additional Real Estate is added to the Condominium. Upon the creation of Units within the Convertible Real Estate, the Common Element Interest and votes in the Association shall be reallocated equally among all Units. This will cause a numerical decrease in the Common Element Interest and voting strength of each Unit in the Condominium at the time the Units are added. Common Expenses will be allocated based on the Common Element Interest of each Unit. All Units, Limited Common Elements and Common Elements constructed within Convertible Real Estate shall be substantially completed before being submitted 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 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 on 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 numbers 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 6.0. The maximum number of Units that may be created in the Additional Real Estate is 224.

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. The 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. The Limited Common Elements

created within Additional Real Estate will be in proportion to 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 or (ii) whether or not the Additional Real Estate or any part thereof will in fact be added to the Condominium. The locations of any Buildings or other improvements which may be made within the Additional Real Estate will be as shown in the Declaration Plan. 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. Upon the creation of Units within the Additional Real Estate and the submission of that Additional Real Estate to the Condominium, the Common Element Interest and votes in the Association shall be reallocated equally among all Units. This will cause a numerical decrease in the Common Element Interest and voting strength of each Unit in the Condominium at the time the Units are added. Common Expenses will be based on the Common Element Interest of each Unit. All Units, Limited Common Elements, and Common Elements constructed

on the Additional Real Estate shall be substantially completed before being submitted to the Condominium.

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 modification 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.

32. Limitation of Liability.

(a) The Executive Committee, and its members in their capacity as members, officers and employees:

(1) Shall not be liable for the failure of any service to be obtained by the Executive Committee and paid for by the Association, or for injury or damage to persons or property caused by the elements or by another Unit Owner or person on the Property, or resulting from electricity, gas, water, rain, dust, or sand which may leak or flow from the outside or from any part of the Building, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place unless in each such instance such injury or damage has been caused by the willful misconduct or gross negligence of the Association or the Executive Committee;

(2) Shall not be liable to the Unit Owners as a result of the performance of the Executive Committee's members' duties for any mistake of judgment, negligence or otherwise, except for the Executive Committee's members' own willful misconduct or gross negligence;

(3) Shall have no personal liability in contract to a Unit Owner or any other person or entity under any agreement, check, contract, deed, lease, mortgage, instrument, or transaction entered into by them on behalf of the Executive Committee or the Association in the performance of the Executive Committee's members' duties;

(4) Shall not be liable to a Unit Owner, or such Unit Owner's employees, agents, customers, or guests, for loss or damage by theft of or damage to personal property left by such Unit Owner or his employees, agents, customers, or guests in a Unit, or in or on the Common Elements or Limited Common Elements, except for the Executive Committee members' own willful misconduct or gross negligence;

(5) Shall have no personal liability in tort to a Unit Owner or any other person or entity, direct or imputed, by virtue of act performed by or for them, except for the Executive Committee members' own

willful misconduct or gross negligence in the performance of their duties; and

(6) Shall have no personal liability arising out of the use, misuse or condition of the Building, or which might in any other way be assessed against or imputed to the Executive Committee members as a result of or by virtue of their performance of their duties, except for the Executive Committee members' own willful misconduct or gross negligence.

(b) Each member of the Executive Committee, in his or her capacity as an Executive Committee member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon the member in connection with any proceeding in which he or she may become involved by reason of his or her being or having been a member and/or officer of the Executive Committee, or any settlement of any such proceeding, whether or not he or she is an Executive Committee member, officer, or both at the time such expenses are incurred, except in cases wherein such Executive Committee member and/or officer is adjudged guilty of willful misconduct or gross negligence in the performance of his or her duties; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Committee (with the affected member

abstaining) approves the settlement and reimbursement as being in the best interest of the Association; and provided further that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board member and/or officer had no reasonable cause to believe his or her conduct was unlawful. The indemnification by the Unit Owners set forth in this paragraph shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such. This right of indemnification shall not be deemed exclusive of any other rights to which such Executive Committee member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

(c) Complaints brought against the Association, the Executive Committee or the officers, employees or agents thereof in their respective capacities as such, or the Condominium as a whole, shall be directed to the Executive Committee of the Association, which shall promptly give written notice thereof to the Unit Owners and the holders of any mortgages on Units and such complaints shall be defended by the Association. The Unit Owners and the holders of mortgages on Units shall have no right to participate in such defense other than through the Association.

(d) The Executive Committee shall obtain insurance to satisfy the indemnification obligation of the Association and all Unit Owners set forth in Section 32, if and to the extent available.

IN WITNESS WHEREOF, the undersigned has hereunto set their hands and seals the day and year first above written.

ATTEST:

LONGSTOWN DEVELOPMENT CORPORATION



J. R. Madgal
Secretary

BY: *Michael L. Nazarek*
Pres.

EXHIBIT "A"

**COMMON ELEMENT PERCENTAGE INTERESTS ALLOCATED
TO EACH UNIT**

<u>Unit Designation</u>	<u>Common Element Percentage Interest</u>	<u>Votes</u>
1001	25%	1
1003	25%	1
1005	25%	1
1007	25%	1

**I Certify This Document To Be
Recorded In York County, Pa.**



J. W. C. Murkin, Jr.
Recorder of Deeds

EXHIBIT "B"

ALL that certain tract of land situate, lying and being in Windsor Township, York County, Pennsylvania, being more particularly bounded and described as follows, to wit:

BEGINNING at a point at the corner of land now or formerly of Arthur J. Wishard and other land of Longstown Village; thence along said other land now or formerly of Longstown Village the following courses: (1) North ten (10) degrees forty-nine (49) minutes fifty-one (51) seconds East, one hundred seventy-five and zero one-hundredths (175.00) feet to a point; (2) thence North seventy-nine (79) degrees ten (10) minutes five (05) seconds West, ninety-two and fifty one-hundredths (92.50) feet to a point; (3) thence North ten (10) degrees forty-nine (49) minutes fifty-five (55) seconds East, one hundred forty-three and forty-three one-hundredths (143.43) feet to a point; (4) thence South seventy-nine (79) degrees ten (10) minutes five (05) seconds East, nine and sixty-one one-hundredths (9.61) feet to a point; (5) thence North twenty-three (23) degrees fifty-three (53) minutes twenty (20) seconds East, two hundred seventy-three and forty-three one-hundredths (273.43) feet to a point; (6) thence North sixty-eight (68) degrees fifty-one (51) minutes twenty-five (25) seconds East, six hundred sixty-two and eighty-five one-hundredths (662.85) feet to a point; (7) thence North twenty-one (21) degrees eight (08) minutes thirty-five (35) seconds West, one hundred thirty-eight and eleven one-hundredths (138.11) feet to a point; (8) thence North sixty-eight (68) degrees fifty-one (51) minutes twenty-five (25) seconds East, seventy-one and one one-hundredths (71.01) feet to a point; (9) thence North twenty-one (21) degrees eight (08) minutes thirty-five (35) seconds West, one hundred ninety-eight and zero one-hundredths (198.00) feet to a point at land now or formerly of Thomas Glatfelter; thence along said land now or formerly of Thomas Glatfelter North sixty-eight (68) degrees fifty-one (51) minutes twenty-five (25) seconds East, three hundred forty-seven and sixty-four one-hundredths (347.64) feet to a point; thence continuing along land now or formerly of Thomas Glatfelter North twenty-two (22) degrees thirty-four (34) minutes twenty-seven (27) seconds East, four hundred twenty-two and twelve one-hundredths (422.12) feet to a point at Lot No. 1; thence along said Lot No. 1 North sixty-four (64) degrees thirty-four (34) minutes twenty-seven (27) seconds East, one hundred fifty and zero one-hundredths (150.00) feet to a point at land now or formerly of Leslie Stewart; thence along said land now or formerly of Leslie Stewart South eleven (11) degrees four (04) minutes twenty-seven (27) seconds West, eighty and zero one-hundredths (80.00) feet to a point; thence continuing along land now or formerly of Leslie Stewart North eighty-nine (89) degrees forty-three (43) minutes twenty-seven (27) seconds East, two hundred ninety-eight and forty one-hundredths (298.40) feet to a point at other land of Longstown Village; thence along said other land of Longstown Village the following courses: (1) South zero (00) degrees sixteen (16) minutes thirty-three (33) seconds East, ninety-nine and fifty-eight one-hundredths (99.58) feet to a point; (2) thence South eighteen (18) degrees four (04) minutes twenty-seven (27) seconds

EXHIBIT "B" CONTINUED

East, ninety-six and eighteen one-hundredths (96.18) feet to a point; (3) thence by a curve to the left having a radius of one hundred forty-nine and zero one-hundredths (149.00) feet, an arc distance of one hundred ninety-four and twelve one-hundredths (194.12) feet, the chord of which is South nine (09) degrees nine (09) minutes fifty-two (52) seconds West, one hundred eighty and sixty-eight one-hundredths (180.68) feet to a point; (4) thence South twenty-eight (28) degrees nine (09) minutes thirty-two (32) seconds East, one hundred ninety-seven and thirty-nine one hundredths (197.39) feet to a point; (5) thence by a curve to the right having a radius of one hundred fifty and zero one-hundredths (150.00) feet, an arc distance of one hundred nine and forty one-hundredths (109.40) feet, the chord of which is South seven (07) degrees fifteen (15) minutes fifty-nine (59) seconds East, one hundred six and ninety-nine one-hundredths (106.99) feet to a point; (6) thence North sixty-six (66) degrees eight (08) minutes thirty-five (35) seconds West, ninety-two and ninety-three one-hundredths (92.93) feet to a point; (7) thence South sixty-eight (68) degrees fifty-one (51) minutes twenty-five (25) seconds West, three hundred thirty-three and fifteen one-hundredths (333.15) feet to a point; (8) thence South twenty-one (21) degrees eight (08) minutes thirty-five (35) seconds East, two hundred eighty-four and seventeen one-hundredths (284.17) feet to a point; (9) thence South sixty-eight (68) degrees fifty-one (51) minutes twenty-five (25) seconds West, two hundred forty-one and eighty-three one-hundredths (241.83) feet to a point; (10) thence South eighty-four (84) degrees twenty (20) minutes eighteen (18) seconds West, ninety-three and sixty-six one-hundredths (93.66) feet to a point; (11) thence South sixty-eight (68) degrees fifty-one (51) minutes twenty-five (25) seconds West, eight hundred two and thirty one-hundredths (802.30) feet to a point; (12) thence South fifteen (15) degrees forty-two (42) minutes fifty-four (54) seconds East, one hundred thirty-five and thirty-six one-hundredths (135.36) feet to a point; (13) thence by a curve to the right having a radius of one hundred fifty and zero one-hundredths (150.00) feet, an arc distance of sixty-eight and ninety-eight one-hundredths (68.98) feet, the chord of which is North sixty-nine (69) degrees twenty-three (23) minutes forty-one (41) seconds East, sixty-eight and thirty-seven one-hundredths (68.37) feet to a point; (14) thence South twenty-one (21) degrees eight (08) minutes thirty-five (35) seconds East, two hundred eight and sixty-one one-hundredths (208.61) feet to a point at land now or formerly of Steven Funk; thence along said land now or formerly of Steven Funk South sixty-eight (68) degrees fifty-one (51) minutes twenty-five (25) seconds West, one hundred thirty-one and fourteen one-hundredths (131.14) feet to a point; thence continuing along said land now or formerly of Steven Funk South ten (10) degrees fifty-two (52) minutes thirty-three (33) seconds West, one hundred fifty-one and ninety-eight one-hundredths (151.98) feet to a point in or near the centerline of Windsor Road; thence in and along said centerline of Windsor Road North seventy-nine (79) degrees eleven (11) minutes thirty-nine (39) seconds West, forty-two and sixty-two one-hundredths (42.62) feet to a point in said road; thence leaving said road South eighteen (18) degrees fifty-four (54)

EXHIBIT "B" CONTINUED

minutes forty-six (46) seconds East, seven and eleven one-hundredths (7.11) feet to a point on the northerly edge of Windsor Road; thence along the northerly edge of Windsor Road North seventy-nine (79) degrees nineteen (19) minutes twenty (20) seconds West, sixty-three and fifty-three one-hundredths (63.53) feet to a point at that edge of road and lands now or formerly of Beatrice C. Lauber Lot 1B; thence along said lot North ten (10) degrees fifty-two (52) minutes thirty-four (34) seconds East, one hundred sixty-one and seventy-eight one-hundredths (161.78) feet to a point; thence continuing along said land now or formerly of Beatrice C. Lauber and others North seventy-nine (79) degrees ten (10) minutes five (05) seconds West, two hundred sixty-three and twenty-four one-hundredths (263.24) feet to the point and place of BEGINNING.

EXHIBIT "C"
RECORDED EASEMENTS

1. Title to any portion of the premises lying within the bed of East Prospect Street (RT. 124) is subject to public and private rights therein.
2. Title to any portion of the premises lying within the bed of Windsor Road (L.R. 66020) is subject to public and private rights therein.
3. Title to any portion of the premises lying within the bed of Christensen Road is subject to public and private rights therein.
4. Title to any portion of the premises lying within the bed of Janet Street is subject to public and private rights therein.
5. Subject to restrictions, easements, building setback lines, etc., which may be shown on the following Subdivision Plans: OO, page 193, NN, page 1073, II, page 968, II, page 537 and AA, page 339.
6. Subject to rights of others in and through stream or creek adjoining premises.
7. Subject to conditions and easements as set forth in Land Record Book 640, page 58.
8. Subject to rights of Metropolitan Edison Company acquired by Record Books 36-J, page 250, 78-Q, page 194, 38-O, page 85, 36-J, page 258, 38-D, page 86, 38-C, page 519, 36-J, page 501, 37-F, page 473 and 36-I, page 376.
9. Subject to rights and conditions as set forth in Record Book 78-A, page 688.
10. Subject to rights of Commonwealth of Pennsylvania Department of Transportation as set forth in Record Books 84-G, page 579 and 84-G, page 583.
11. Subject to Application of Clean and Green as set forth in Record Book 100-E, page 23.
12. Subject to rights and conditions as set forth in Record Book 101-G, page 1062.
13. Subject to rights of Edison Light and Power Company acquired by Record Books 27-I, page 443 and 34-H, page 622.

14. Subject to Restrictions by Implication as set forth in Record Books 41-L, page 56, 37-U, page 240 and 37-P, page 541.
15. Subject to Highway Occupancy Permit as set forth in Land Record Book 1279, page 3116.
16. Title to any portion of the premises lying within the bed of Windsor Road (L. R. 66020) is subject to public and private rights therein.
17. Subject to restrictions, easements, building setback lines, etc., which may be shown on a Subdivision Plan recorded in Plan Book Y, page 861.
18. Subject to rights and conditions as set forth in Land Record Book 403, page 934.
19. Subject to Application of Clean and Green as set forth in Record Book 99-S, page 849.
20. Subject to rights of Metropolitan Edison Company acquired by Record Books 36-I, page 294, 48-G, page 231 and 60-V, page 1131.
21. Subject to rights of Edison Light and Power Company acquired by Record Books 34-E, page 203, 34-G, page 126, 34-E, page 201, 34-E, page 202 and 28-A, page 247.
22. Subject to Restrictions-by-Implication as set forth in Record Book 34-I, page 93.
23. Subject to rights and conditions as set forth in Record Book 21-U, page 418.

EXHIBIT "D"

ALL that certain tract of land situate, lying and being in Windsor Township, York County, Pennsylvania, being more particularly bounded and described as follows, to wit:

BEGINNING at a point at the corner of land now or formerly of Arthur J. Wishard and other land of Longstown Village; thence along said other land now or formerly of Longstown Village the following courses: (1) North ten (10) degrees forty-nine (49) minutes fifty-one (51) seconds East, one hundred seventy-five and zero one-hundredths (175.00) feet to a point; (2) thence North seventy-nine (79) degrees ten (10) minutes five (05) seconds West, ninety-two and fifty one-hundredths (92.50) feet to a point; (3) thence North ten (10) degrees forty-nine (49) minutes fifty-five (55) seconds East, one hundred forty-three and forty-three one-hundredths (143.43) feet to a point; (4) thence South seventy-nine (79) degrees ten (10) minutes five (05) seconds East, nine and sixty-one one-hundredths (9.61) feet to a point; (5) thence North twenty-three (23) degrees fifty-three (53) minutes twenty (20) seconds East, two hundred seventy-three and forty-three one-hundredths (273.43) feet to a point; (6) thence North sixty-eight (68) degrees fifty-one (51) minutes twenty-five (25) seconds East, six hundred sixty-two and eighty-five one-hundredths (662.85) feet to a point; (7) thence North twenty-one (21) degrees eight (08) minutes thirty-five (35) seconds West, one hundred thirty-eight and eleven one-hundredths (138.11) feet to a point; (8) thence North sixty-eight (68) degrees fifty-one (51) minutes twenty-five (25) seconds East, seventy-one and one one-hundredths (71.01) feet to a point; (9) thence North twenty-one (21) degrees eight (08) minutes thirty-five (35) seconds West, one hundred ninety-eight and zero one-hundredths (198.00) feet to a point at land now or formerly of Thomas Glatfelter; thence along said land now or formerly of Thomas Glatfelter North sixty-eight (68) degrees fifty-one (51) minutes twenty-five (25) seconds East, three hundred forty-seven and sixty-four one-hundredths (347.64) feet to a point; thence continuing along land now or formerly of Thomas Glatfelter North twenty-two (22) degrees thirty-four (34) minutes twenty-seven (27) seconds East, four hundred twenty-two and twelve one-hundredths (422.12) feet to a point at Lot No. 1; thence along said Lot No. 1 North sixty-four (64) degrees thirty-four (34) minutes twenty-seven (27) seconds East, one hundred fifty and zero one-hundredths (150.00) feet to a point at land now or formerly of Leslie Stewart; thence along said land now or formerly of Leslie Stewart South eleven (11) degrees four (04) minutes twenty-seven (27) seconds West, eighty and zero one-hundredths (80.00) feet to a point; thence continuing along land now or formerly of Leslie Stewart North eighty-nine (89) degrees forty-three (43) minutes twenty-seven (27) seconds East, two hundred ninety-eight and forty one-hundredths (298.40) feet to a point at other land of Longstown Village; thence along said other land of Longstown Village the following courses: (1) South zero (00) degrees sixteen (16) minutes thirty-three (33) seconds East, ninety-nine and fifty-eight one-hundredths (99.58) feet to a point; (2) thence South eighteen (18) degrees four (04) minutes twenty-seven (27) seconds

EXHIBIT "D" CONTINUED

East, ninety-six and eighteen one-hundredths (96.18) feet to a point; (3) thence by a curve to the left having a radius of one hundred forty-nine and zero one-hundredths (149.00) feet, an arc distance of one hundred ninety-four and twelve one-hundredths (194.12) feet, the chord of which is South nine (09) degrees nine (09) minutes fifty-two (52) seconds West, one hundred eighty and sixty-eight one-hundredths (180.68) feet to a point; (4) thence South twenty-eight (28) degrees nine (09) minutes thirty-two (32) seconds East, one hundred ninety-seven and thirty-nine one hundredths (197.39) feet to a point; (5) thence by a curve to the right having a radius of one hundred fifty and zero one-hundredths (150.00) feet, an arc distance of one hundred nine and forty one-hundredths (109.40) feet, the chord of which is South seven (07) degrees fifteen (15) minutes fifty-nine (59) seconds East, one hundred six and ninety-nine one-hundredths (106.99) feet to a point; (6) thence North sixty-six (66) degrees eight (08) minutes thirty-five (35) seconds West, ninety-two and ninety-three one-hundredths (92.93) feet to a point; (7) thence South sixty-eight (68) degrees fifty-one (51) minutes twenty-five (25) seconds West, three hundred thirty-three and fifteen one-hundredths (333.15) feet to a point; (8) thence South twenty-one (21) degrees eight (08) minutes thirty-five (35) seconds East, two hundred eighty-four and seventeen one-hundredths (284.17) feet to a point; (9) thence South sixty-eight (68) degrees fifty-one (51) minutes twenty-five (25) seconds West, two hundred forty-one and eighty-three one-hundredths (241.83) feet to a point; (10) thence South eighty-four (84) degrees twenty (20) minutes eighteen (18) seconds West, ninety-three and sixty-six one-hundredths (93.66) feet to a point; (11) thence South sixty-eight (68) degrees fifty-one (51) minutes twenty-five (25) seconds West, eight hundred two and thirty one-hundredths (802.30) feet to a point; (12) thence South fifteen (15) degrees forty-two (42) minutes fifty-four (54) seconds East, one hundred thirty-five and thirty-six one-hundredths (135.36) feet to a point; (13) thence by a curve to the right having a radius of one hundred fifty and zero one-hundredths (150.00) feet, an arc distance of sixty-eight and ninety-eight one-hundredths (68.98) feet, the chord of which is North sixty-nine (69) degrees twenty-three (23) minutes forty-one (41) seconds East, sixty-eight and thirty-seven one-hundredths (68.37) feet to a point; (14) thence South twenty-one (21) degrees eight (08) minutes thirty-five (35) seconds East, two hundred eight and sixty-one one-hundredths (208.61) feet to a point at land now or formerly of Steven Funk; thence along said land now or formerly of Steven Funk South sixty-eight (68) degrees fifty-one (51) minutes twenty-five (25) seconds West, one hundred thirty-one and fourteen one-hundredths (131.14) feet to a point; thence continuing along said land now or formerly of Steven Funk South ten (10) degrees fifty-two (52) minutes thirty-three (33) seconds West, one hundred fifty-one and ninety-eight one-hundredths (151.98) feet to a point in or near the centerline of Windsor Road; thence in and along said centerline of Windsor Road North seventy-nine (79) degrees eleven (11) minutes thirty-nine (39) seconds West, forty-two and sixty-two one-hundredths (42.62) feet to a point in said road; thence leaving said road South eighteen (18) degrees fifty-four (54)

EXHIBIT "D" CONTINUED

minutes forty-six (46) seconds East, seven and eleven one-hundredths (7.11) feet to a point on the northerly edge of Windsor Road; thence along the northerly edge of Windsor Road North seventy-nine (79) degrees nineteen (19) minutes twenty (20) seconds West, sixty-three and fifty-three one-hundredths (63.53) feet to a point at that edge of road and lands now or formerly of Beatrice C. Lauber Lot 1B; thence along said lot North ten (10) degrees fifty-two (52) minutes thirty-four (34) seconds East, one hundred sixty-one and seventy-eight one-hundredths (161.78) feet to a point; thence continuing along said land now or formerly of Beatrice C. Lauber and others North seventy-nine (79) degrees ten (10) minutes five (05) seconds West, two hundred sixty-three and twenty-four one-hundredths (263.24) feet to the point and place of BEGINNING.

EXHIBIT "E"

TRACT NO. 1:

ALL that certain tract of land situate, lying and being in Windsor Township, York County, Pennsylvania, being more particularly bounded and described as follows, to wit:

BEGINNING at a point at land now or formerly of Steven Funk and the corner of other land of Longstown Village, thence along said other land now or formerly of Longstown Village the following courses and distances: (1) North twenty-one (21) degrees eight (08) minutes thirty-five (35) seconds West, two hundred eight and sixty-one one-hundredths (208.61) feet to a point; (2) thence by a curve to the left having a radius of one hundred fifty and zero one-hundredths (150.00) feet, an arc distance of sixty-eight and ninety-eight one-hundredths (68.98) feet, the chord of which is South sixty-nine (69) degrees twenty-three (23) minutes forty-one (41) seconds West, sixty-eight and thirty-seven one-hundredths (68.37) feet to a point; (3) thence North fifteen (15) degrees forty-two (42) minutes fifty-four (54) seconds West, one hundred thirty-five and thirty-six one-hundredths (135.36) feet to a point; (4) thence North sixty-eight (68) degrees fifty-one (51) minutes twenty-five (25) seconds East, eight hundred two and thirty one-hundredths (802.30) feet to a point; (5) thence North eighty-four (84) degrees twenty (20) minutes eighteen (18) seconds East, ninety-three and sixty-six one-hundredths (93.66) feet to a point; (6) thence North sixty-eight (68) degrees fifty-one (51) minutes twenty-five (25) seconds East, two hundred forty-one and eighty-three one-hundredths (241.83) feet to a point; (7) thence North twenty-one (21) degrees eight (08) minutes thirty-five (35) seconds West, two hundred eighty-four and seventeen one-hundredths (284.17) feet to a point; (8) thence North sixty-eight (68) degrees fifty-one (51) minutes twenty-five (25) seconds East, three hundred thirty-three and fifteen one-hundredths (333.15) feet to a point; (9) thence South sixty-six (66) degrees eight (08) minutes thirty-five (35) seconds East, ninety-two and ninety-three one-hundredths (92.93) feet to a point; (10) thence by a curve to the left having a radius of one hundred fifty and zero one-hundredths (150.00) feet, an arc distance of one hundred nine and forty one-hundredths (109.40) feet, the chord of which is North seven (07) degrees fifteen (15) minutes fifty-nine (59) seconds West, one hundred six and ninety-nine one-hundredths (106.99) feet to a point; (11) thence North twenty-eight (28) degrees nine (09) minutes thirty-two (32) seconds West, one hundred ninety-seven and thirty-nine one-hundredths (197.39) feet to a point; (12) thence by a curve to the right having a radius of one hundred forty-nine and zero one-hundredths (149.00) feet, an arc distance of one hundred ninety-four and twelve one-hundredths (194.12) feet, the chord of which is North nine (09) degrees nine (09) minutes fifty-two (52) seconds East, one hundred eighty and sixty-eight one-hundredths (180.68) feet to a point; (13) thence North eighteen (18) degrees four (04) minutes twenty-seven (27) minutes West, ninety-six and

EXHIBIT "E" CONTINUED

eighteen one-hundredths (96.18) feet to a point; (14) thence North zero (00) degrees sixteen (16) minutes thirty-three (33) seconds West, ninety-nine and fifty-eight one-hundredths (99.58) feet to a point at land now or formerly of Leslie Stewart; thence along said land now or formerly of Leslie Stewart North eighty-nine (89) degrees forty-three (43) minutes twenty-seven (27) seconds East, thirty and zero one-hundredths (30.00) feet to a point; thence continuing along land now or formerly of Leslie Stewart North seventy (70) degrees four (04) minutes fifty-seven (57) seconds East, two hundred sixty-six and twenty-seven one-hundredths (266.27) feet to a point at land now or formerly of Richard Null; thence along land now or formerly of Richard Null, Darren Crumm, Leroy Lewis Poft, Douglas Zerbe, Donald Jones, Raymond Schwartz, Jeffery Dehoff and Olive Davenport South twenty-eight (28) degrees nine (09) minutes thirty-three (33) seconds East, one thousand one hundred seventy-seven and thirty-six one-hundredths (1177.36) feet to a point at land now or formerly of Michael Dietz and Herford Farms, Inc.; thence along said land now or formerly of Michael Dietz and Herford Farms, Inc. South sixty-nine (69) degrees twenty-seven (27) minutes thirty-four (34) seconds West, seventy-eight and eighty-five one-hundredths (78.85) feet to a point; thence continuing along land now or formerly of Michael Dietz and Herford Farms, Inc. South sixty-nine (69) degrees two (02) minutes fifty-six (56) seconds West, five hundred thirty and eighty-four one-hundredths (530.84) feet to a point at land now or formerly of Steven Funk; thence along said land now or formerly of Steven Funk South sixty-eight (68) degrees fifty-one (51) minutes twenty-five (25) seconds West, one thousand four hundred thirty-nine and forty-one one-hundredths (1439.41) feet to the point and place of BEGINNING.

TRACT NO. 2:

ALL that certain tract of land situate, lying and being in Windsor Township, York County, Pennsylvania, being more particularly bounded and described as follows, to wit:

BEGINNING at a point at land now or formerly of Thomas Glatfelter, thence along said land now or formerly of Thomas Glatfelter North twenty-six (26) degrees twelve (12) minutes fourteen (14) seconds East, one hundred fifty-eight and forty-nine one-hundredths (158.49) feet to a point; thence continuing along the same by a curve to the right having a radius of four hundred fifty and zero one-hundredths (450.00), an arc distance of seventy and twenty-eight one-hundredths (70.28) feet, the chord of which is North sixty-eight (68) degrees sixteen (16) minutes fifteen (15) seconds West, seventy and twenty-one one-hundredths (70.21) feet to a point; thence North sixty-three (63) degrees forty-seven (47) minutes forty-six (46) seconds West, fifty-six and zero one-hundredths (56.00) feet to a point; thence by a curve to the left having a radius of nineteen (19) feet, an arc distance of twenty-nine and eighty-five one-hundredths

EXHIBIT "E" CONTINUED

(29.85) feet, the chord of which is South seventy-one (71) degrees twelve (12) minutes fourteen (14) seconds West, twenty-six and eighty-seven one-hundredths (26.87) feet to a point; thence North twenty-six (26) degrees twelve (12) minutes fourteen (14) seconds East, eighty-eight and zero one-hundredths (88.00) feet to a point; thence by a curve to the left having a radius of nineteen (19) feet; an arc distance of twenty-nine and eighty-five one-hundredths (29.85) feet, the chord of which is South eighteen (18) degrees forty-seven (47) minutes forty-six (46) seconds East, twenty-six and eighty-seven one-hundredths (26.87) feet to a point; thence South sixty-three (63) degrees forty-seven (47) minutes forty-six (46) seconds East, fifty-six and zero one-hundredths (56.00) feet to a point; thence by a curve to the left having a radius of four hundred and zero one-hundredths (400.00) feet, an arc distance of seventy and thirty-six one-hundredths (70.36) feet, the chord of which South sixty-eight (68) degrees fifty (50) minutes eight (08) seconds East, seventy and twenty-seven one-hundredths (70.27) feet to a point; thence continuing along land now or formerly of Thomas Glatfelter North twenty-three (23) degrees fifty-three (53) minutes twenty (20) seconds East, six hundred eighteen and ninety-seven one-hundredths (618.97) feet to a point; thence North sixty-eight (68) degrees fifty-one (51) minutes twenty-five (25) seconds East, eight hundred fifty-seven and zero one-hundredths (857.00) feet to a point at other land of Longstown Village; thence along said other land of Longstown Village the following courses: (1) South twenty-one (21) degrees eight (08) minutes thirty-five (35) seconds East, one hundred ninety eight and zero one-hundredths (198.00) feet to a point; (2) thence South sixty-eight (68) degrees fifty-one (51) minutes twenty-five (25) seconds West, seventy-one and one one-hundredths (71.01) feet to a point; (3) thence South twenty-one (21) degrees eight (08) minutes thirty-five (35) seconds East, one hundred thirty-eight and eleven one-hundredths (138.11) feet to a point; (4) thence South sixty-eight (68) degrees fifty-one (51) minutes twenty-five (25) seconds West, six hundred sixty-two and eighty-five one-hundredths (662.85) feet to a point; (5) thence South twenty-three (23) degrees fifty-three (53) minutes twenty (20) seconds West, two hundred seventy-three and forty-three one-hundredths (273.43) feet to a point; (6) thence North seventy-nine (79) degrees ten (10) minutes five (05) seconds West, nine and sixty-one one-hundredths (9.61) feet to a point; (7) thence South ten (10) degrees forty-nine (49) minutes fifty-five (55) seconds West, one hundred forty-three and forty-three one-hundredths (143.43) feet to a point; (8) thence South seventy-nine (79) degrees ten (10) minutes five (05) seconds East, ninety-two and fifty one-hundredths (92.50) feet to a point; (9) thence South ten (10) degrees forty-nine (49) minutes fifty-one (51) seconds West, one hundred seventy-five and zero one-hundredths (175.00) feet to a point at land now or formerly of Arthur J. Wishard; thence along said land now or formerly of Arthur J. Wishard North seventy-nine (79) degrees ten (10) minutes five (05) seconds West, four hundred ninety-eight and eighty-eight one-hundredths (498.88) feet to the point and place of BEGINNING.


COMMONWEALTH OF PENNSYLVANIA
COUNTY OF YORK

:
) SS:
:

On this, the 13th day of May, 1997, before me, the undersigned officer, personally appeared Michael L. Nazmack, who acknowledged himself to be the President of Longstown Development Corporation, a Pennsylvania corporation, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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

Kelly A. Lauer
Notary Public

A circular notary seal for Kelly A. Lauer, Notary Public, York County, Pennsylvania. The seal features a central emblem with a scale of justice and a sword, surrounded by the text "KELLY A. LAUER", "NOTARY PUBLIC", and "YORK COUNTY, PENNSYLVANIA".

My commission expires:

Notarial Seal
K 'ly A. Lauer, Notary Public
York, York County
My Commission Expires Feb. 2, 1998

amend Dec.
§8717

**SEVENTH AMENDMENT TO DECLARATION CREATING
AND ESTABLISHING LONGSTOWN VILLAGE CONDOMINIUM**

Preamble

R-E

LONGSTOWN DEVELOPMENT CORPORATION (the "Declarant") is a Pennsylvania corporation with principal offices at 1009 Hastings Boulevard, York, Pennsylvania 17402.

Recitals

- A. On May 13, 1997, the Declarant filed a Declaration creating and establishing a flexible condominium known as Longstown Village Condominium dated May 13, 1997 and recorded the Declaration in the Office of the Recorder of Deeds of York County, Pennsylvania, in Land Record Book 1291, Page 748.
- B. Section 29 of the Declaration reserved to Declarant the ability to add Units, limited common elements and common elements to said condominium project with the area designated as convertible real estate in the Declaration.
- C. Subsequent to the recording of the Declaration, Declarant filed the following Amendments to the Declaration:
 - 1. The First Amendment to the Declaration (hereafter "the First Amendment") dated May 23, 1997, was recorded on May 23, 1997, in the Office of the Recorder of Deeds of York County, Pennsylvania, in Land Record Book 1291, page 8496.
 - 2. The Second Amendment to the Declaration (hereafter "the Second Amendment"), dated June 6, 1997, was recorded on June 6, 1997, in the Office of the Recorder of Deeds of York County, Pennsylvania, in Land Record Book 1293, page 1474.
 - 3. The Third Amendment to the Declaration (hereafter "the Third Amendment"), dated August 22, 1997, was recorded on August 25, 1997, in the Office of the Recorder of Deeds of York County, Pennsylvania in Land Record Book 1299, page 6325.
 - 4. The Fourth Amendment to the Declaration (hereafter "the Fourth Amendment"), dated November 25, 1997, was recorded on November 25, 1997, in the Office of the Recorder of Deeds of York County, Pennsylvania in Land Record Book 1307, page 7650.

118
YM

- 5. The Fifth Amendment to the Declaration (hereafter "the Fifth Amendment"), dated March 24, 1998, was recorded on March 24, 1998, in the Office of the Recorder of Deeds of York County, Pennsylvania in Land Record Book 1318, page 549.
- 6. The Sixth Amendment to the Declaration (hereafter "the Sixth Amendment"), dated January 6, 1999, was recorded on January 7, 1999, in the Office of the Recorder of Deeds of York County, Pennsylvania in Land Record Book 1349, page 8353.

Amendment

Pursuant to the provisions of Section 29 of the Declaration and the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa.C.S. § 3101, et. seq., Declarant hereby further amends the Declaration as follows:

Section 1. Addition of Condominium Units

By this Amendment, Declarant hereby adds the following Seventy-Eight (78) Units to the Condominium (the "Additional Units"): 3085, 3087, 3089, 3091, 3093, 3095, 3097, 3099, 3100-3108, 3110, 3112-3123, 4069-4072, 4074-4077, 4079-4091, 4093, 4095, 4097, 4099-4107, 4109, 4111, 4113-4125, together with the associated Common Elements and/or Limited Common Elements. All Additional Units and associated Common Elements, and/or Limited Common Elements are located on the land described in Exhibit "A", which is attached hereto and made a part hereof by reference (the "Land"), and are further described on the Declaration Plan recorded in the Office of the Recorder of Deeds in and for York County, Pennsylvania in Plan Book 00, Page 756, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment and the Sixth Amendment. All Additional Units and associated Common Elements and Limited Common Elements shall become an integral and inseparable part of the flexible condominium known as Longstown Village Condominium.

Section 2. Easements and Liens of Record.

The Units, Land, Common Elements and Limited Common Elements which are the subject of this Amendment are subject to all easements referred to in the original Declaration and Declaration Plan, as amended, and, unless previously satisfied of record, to the liens, mortgages, judgments and other charges as set forth in the original Declaration.

RECORDER OF DEEDS
 YORK COUNTY
 PENNSYLVANIA
 INSTRUMENT NUMBER
 1999086717
 RECORDED ON
 Dec 22, 1999
 3:46:08 PM
 RECORDING FEES \$27.00
 STATE MORT TAX \$0.50
 COUNTY ARCHIVES FEE \$1.00
 ROD ARCHIVES FEE \$1.00
 TOTAL \$29.50

Section 3. Common Element Percentage Interests.

Upon recordation of this Seventh Amendment to Declaration creating and establishing Longstown Village Condominium, all existing Unit Owners' shares of the Common Element Percentage Interest, Common Expense Liability, and relative voting strength are hereby recalculated as set forth in Exhibit "B" attached hereto and made a part hereof by reference.

Section 4. Description of Additional Units.

With the filing of this Seventh Amendment to Declaration creating and establishing Longstown Village Condominium, there are added seventy-eight(78)additional Units for a total of three hundred(300) Units in Longstown Village Condominium. The Buildings containing the additional Units constructed on the land described on Exhibit "A" attached hereto shall consist of nineteen(19) Buildings of two(2)units each and ten(10)Buildings of four(4) Units each, all as described in the Declaration Plan, as amended. All Units referred to above, the Common Elements and Limited Common Elements related thereto, and the land designated as "Recreation Area" which is not constructed or improved at the time of the filing of this Amendment is designated "must be built". The Declarant has sufficient assets to complete such construction.

This amendment has been filed in order to decrease the number of public filings related to the Condominium and to alleviate the documentary complexity of the Condominium. The Declarant acknowledges its obligation to pay all expenses and real estate taxes related to such Units, Common Elements and Limited Common Elements until such time as the Common Elements and Limited Elements are structurally and mechanically completed and each Unit is substantially complete in all respects. Engineer's certificates will be recorded evidencing such completion. No Unit will be sold until such certificates are recorded.

All expenses and real estate taxes related to the Common Elements, Limited Common Elements and Units shall be the sole responsibility of the Declarant until such time as the certificates are recorded and all steps necessary to make such Common Elements, Limited Common Elements and Units a part of the Condominium have thereby been taken.

Section 5. Ratification of Declaration.

Declarant hereby ratifies and affirms all other terms and conditions of the original Declaration (including all amendments thereto) which are not inconsistent with the terms of this

Amendment. In all other respects, the original Declaration creating and establishing Longstown Village Condominium is hereby ratified and affirmed.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused these presents to be duly executed the 21st day of December, 1999.

LONGSTOWN DEVELOPMENT CORPORATION



John R. Medzel
John R. Medzel,
Secretary

By: Michael L. Nazmack
Michael L. Nazmack,
President

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF YORK :

On this 21st day of December, 1999, before me, a Notary Public, personally appeared MICHAEL L. NAZMACK, who acknowledged himself to be the President of Longstown Development Corporation and that he being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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

Wendi J. Miller
Notary Public

My Commission Expires:

NOTARIAL SEAL
WENDI J. MILLER, Notary Public
City of York, York County
My Commission Expires July 23, 2001



EXHIBIT "A"

All that certain tract of land situated in Windsor Township, York County, Pennsylvania, and known as Lot Nos. 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, and all of that certain unnumbered lot designated as "Recreation Area" as shown on a Land Development Plan recorded in the Office of the Recorder of Deeds in and for York County, Pennsylvania in Plan Book OO, page 750 and also shown on the Declaration Plan recorded in the Office of the Recorder of Deeds in and for York County, Pennsylvania in Plan Book OO, Page 756, as further supplemented and amended by: (i) a First Amendment thereto recorded in the Office of the Recorder of Deeds in and for York County, Pennsylvania in Plan Book OO, Page 782, (ii) a Second Amendment thereto recorded in the Office of the Recorder of Deeds in and for York County, Pennsylvania in Plan Book GG, Page 1629, and (iii) a Third Amendment thereto recorded in the Office of the Recorder of Deeds in and for York County, Pennsylvania in Plan Book GG, Page 1710, and a Fourth Amendment thereto recorded in the Office of the Recorder of Deeds in and for York County, Pennsylvania in Plan Book QQ, Page 538.

Certify This Document To Be
Recorded In York County, Pa.



[Handwritten Signature]
Recorder of Deeds

EXHIBIT "B"
COMMON ELEMENT PERCENTAGE INTERESTS
ALLOCATED TO EACH UNIT

<u>Unit Designation</u>	<u>Common Element Percentage Interest</u>	<u>Votes</u>	<u>Unit Designation</u>	<u>Common Element Percentage Interest</u>	<u>Votes</u>
1001	0.3333	1	1003	0.3333	1
1005	0.3333	1	1007	0.3333	1
1009	0.3333	1	1010	0.3333	1
1011	0.3333	1	1012	0.3333	1
1013	0.3333	1	1014	0.3333	1
1015	0.3333	1	1016	0.3333	1
1017	0.3333	1	1018	0.3333	1
1019	0.3333	1	1020	0.3333	1
1021	0.3333	1	1022	0.3333	1
1023	0.3333	1	1024	0.3333	1
1025	0.3333	1	1026	0.3333	1
1027	0.3333	1	1028	0.3333	1
1030	0.3333	1	1032	0.3333	1
1034	0.3333	1	1036	0.3333	1
1038	0.3333	1	1040	0.3333	1
2002	0.3333	1	2004	0.3333	1
2006	0.3333	1	2007	0.3333	1
2008	0.3333	1	2009	0.3333	1
2010	0.3333	1	2011	0.3333	1
2012	0.3333	1	2013	0.3333	1
2014	0.3333	1	2015	0.3333	1
2016	0.3333	1	2017	0.3333	1
2018	0.3333	1	2019	0.3333	1
2020	0.3333	1	2021	0.3333	1
2022	0.3333	1	2024	0.3333	1
2026	0.3333	1	2028	0.3333	1

<u>Unit Designation</u>	<u>Common Element Percentage Interest</u>	<u>Votes</u>	<u>Unit Designation</u>	<u>Common Element Percentage Interest</u>	<u>Votes</u>
2030	0.3333	1	2032	0.3333	1
2033	0.3333	1	2035	0.3333	1
2037	0.3333	1	2038	0.3333	1
2039	0.3333	1	2040	0.3333	1
2041	0.3333	1	2042	0.3333	1
2043	0.3333	1	2044	0.3333	1
2045	0.3333	1	2046	0.3333	1
2047	0.3333	1	2048	0.3333	1
2049	0.3333	1	2050	0.3333	1
2051	0.3333	1	2052	0.3333	1
2053	0.3333	1	2054	0.3333	1
2055	0.3333	1	2056	0.3333	1
2057	0.3333	1	2058	0.3333	1
2059	0.3333	1	2060	0.3333	1
2061	0.3333	1	2062	0.3333	1
2063	0.3333	1	2064	0.3333	1
2066	0.3333	1	2068	0.3333	1
3001	0.3333	1	3002	0.3333	1
3003	0.3333	1	3004	0.3333	1
3005	0.3333	1	3006	0.3333	1
3007	0.3333	1	3008	0.3333	1
3010	0.3333	1	3012	0.3333	1
3014	0.3333	1	3015	0.3333	1
3016	0.3333	1	3017	0.3333	1
3018	0.3333	1	3019	0.3333	1
3020	0.3333	1	3021	0.3333	1
3022	0.3333	1	3023	0.3333	1
3024	0.3333	1	3025	0.3333	1
3026	0.3333	1	3027	0.3333	1
3028	0.3333	1	3029	0.3333	1

<u>Unit Designation</u>	<u>Common Element Percentage Interest</u>	<u>Votes</u>	<u>Unit Designation</u>	<u>Common Element Percentage Interest</u>	<u>Votes</u>
3030	0.3333	1	3031	0.3333	1
3032	0.3333	1	3033	0.3333	1
3034	0.3333	1	3035	0.3333	1
3036	0.3333	1	3037	0.3333	1
3039	0.3333	1	3041	0.3333	1
3042	0.3333	1	3043	0.3333	1
3044	0.3333	1	3045	0.3333	1
3046	0.3333	1	3047	0.3333	1
3048	0.3333	1	3049	0.3333	1
3050	0.3333	1	3052	0.3333	1
3053	0.3333	1	3054	0.3333	1
3055	0.3333	1	3056	0.3333	1
3057	0.3333	1	3058	0.3333	1
3059	0.3333	1	3060	0.3333	1
3061	0.3333	1	3062	0.3333	1
3063	0.3333	1	3064	0.3333	1
3065	0.3333	1	3066	0.3333	1
3067	0.3333	1	3068	0.3333	1
3069	0.3333	1	3070	0.3333	1
3071	0.3333	1	3072	0.3333	1
3073	0.3333	1	3074	0.3333	1
3075	0.3333	1	3076	0.3333	1
3077	0.3333	1	3078	0.3333	1
3079	0.3333	1	3080	0.3333	1
3081	0.3333	1	3083	0.3333	1
3085	0.3333	1	3087	0.3333	1
3089	0.3333	1	3091	0.3333	1
3093	0.3333	1	3095	0.3333	1
3097	0.3333	1	3099	0.3333	1
3100	0.3333	1	3101	0.3333	1

<u>Unit Designation</u>	<u>Common Element Percentage Interest</u>	<u>Votes</u>	<u>Unit Designation</u>	<u>Common Element Percentage Interest</u>	<u>Votes</u>
3102	0.3333	1	3103	0.3333	1
3104	0.3333	1	3105	0.3333	1
3106	0.3333	1	3107	0.3333	1
3108	0.3333	1	3110	0.3333	1
3112	0.3333	1	3113	0.3333	1
3114	0.3333	1	3115	0.3333	1
3116	0.3333	1	3117	0.3333	1
3118	0.3333	1	3119	0.3333	1
3120	0.3333	1	3121	0.3333	1
3122	0.3333	1	3123	0.3333	1
4002	0.3333	1	4004	0.3333	1
4006	0.3333	1	4007	0.3333	1
4008	0.3333	1	4009	0.3333	1
4011	0.3333	1	4013	0.3333	1
4014	0.3333	1	4015	0.3333	1
4016	0.3333	1	4017	0.3333	1
4018	0.3333	1	4020	0.3333	1
4021	0.3333	1	4022	0.3333	1
4023	0.3333	1	4024	0.3333	1
4025	0.3333	1	4026	0.3333	1
4027	0.3333	1	4028	0.3333	1
4029	0.3333	1	4030	0.3333	1
4031	0.3333	1	4032	0.3333	1
4033	0.3333	1	4034	0.3333	1
4035	0.3333	1	4036	0.3333	1
4037	0.3333	1	4038	0.3333	1
4039	0.3333	1	4040	0.3333	1
4041	0.3333	1	4042	0.3333	1
4043	0.3333	1	4044	0.3333	1
4045	0.3333	1	4046	0.3333	1

<u>Unit Designation</u>	<u>Common Element Percentage Interest</u>	<u>Votes</u>	<u>Unit Designation</u>	<u>Common Element Percentage Interest</u>	<u>Votes</u>
4047	0.3333	1	4048	0.3333	1
4049	0.3333	1	4050	0.3333	1
4051	0.3333	1	4052	0.3333	1
4053	0.3333	1	4054	0.3333	1
4055	0.3333	1	4056	0.3333	1
4057	0.3333	1	4059	0.3333	1
4060	0.3333	1	4061	0.3333	1
4062	0.3333	1	4063	0.3333	1
4065	0.3333	1	4066	0.3333	1
4067	0.3333	1	4068	0.3333	1
4069	0.3333	1	4070	0.3333	1
4071	0.3333	1	4072	0.3333	1
			4074	0.3333	1
4075	0.3333	1	4076	0.3333	1
4077	0.3333	1	4079	0.3333	1
4080	0.3333	1	4081	0.3333	1
4082	0.3333	1	4083	0.3333	1
4084	0.3333	1	4085	0.3333	1
4086	0.3333	1	4087	0.3333	1
4088	0.3333	1	4089	0.3333	1
4090	0.3333	1	4091	0.3333	1
4093	0.3333	1	4095	0.3333	1
4097	0.3333	1	4099	0.3333	1
4100	0.3333	1	4101	0.3333	1
4102	0.3333	1	4103	0.3333	1
4104	0.3333	1	4105	0.3333	1
4106	0.3333	1	4107	0.3333	1
4109	0.3333	1	4111	0.3333	1
4113	0.3333	1	4114	0.3333	1
4115	0.3333	1	4116	0.3333	1

<u>Unit Designation</u>	<u>Common Element Percentage Interest</u>	<u>Votes</u>	<u>Unit Designation</u>	<u>Common Element Percentage Interest</u>	<u>Votes</u>
4117	0.3333	1	4118	0.3333	1
4119	0.3333	1	4120	0.3333	1
4121	0.3333	1	4122	0.3333	1
4123	0.3333	1	4124	0.3333	1
4125	0.3333	1			