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*Yvette K...*  
Secretary of the Commonwealth

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### ARTICLES OF INCORPORATION-DOMESTIC NONPROFIT CORPORATION

DGSB:15-5306 (Rev 91)

In compliance with the requirements of 15 Pa.C.S. § 5306 (relating to articles of incorporation), the undersigned, desiring to incorporate a nonprofit corporation, hereby state(s) that:

The name of the corporation is: Plum Creek Village Condominium Association, Inc.

The (a) address of this corporation's initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a)	<u>336 West King Street</u>	<u>Lancaster</u>	<u>PA</u>	<u>17603</u>	<u>Lancaster</u>
	Number and Street	City	State	Zip	County

(b) c/o: \_\_\_\_\_  
 Name of Commercial Registered Office Provider \_\_\_\_\_  
 County \_\_\_\_\_

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

corporation is incorporated under the Nonprofit Corporation Law of 1988 for the following purpose or purposes:  
See attached

The corporation does not contemplate pecuniary gain or profit, incidental or otherwise.

The corporation is organized upon a nonstock basis.

~~(Strike out if inapplicable):~~ The corporation shall have no members.

~~(Strike out if inapplicable):~~ The incorporators constitute a majority of the members of the committee authorized to

incorporate: \_\_\_\_\_  
by the requisite vote required by the organic law of the association for the amendment of such organic law.

The name and address, including street and number, if any, of each incorporator is:

Name	Address
<u>Philip R. Garland</u>	<u>336 West King Street, Lancaster, PA 17603</u>

specified effective date, if any, is: Upon filing  
month day year hour, if any

Additional provisions of the articles, if any, attach an 8 1/2 x 11 sheet.



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DECLARATION  
PLUM CREEK VILLAGE CONDOMINIUM

THIS DECLARATION is made this 18th day of March, 1993, by Plum Creek Village Associates, Inc. (hereinafter referred to as the "Declarant"). The Declarant is hereby creating the Plum Creek Village Condominium

WITNESSETH:

WHEREAS, the Declarant is the owner in fee simple of the tract of land located in Penn Township, York County, 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 Pennsylvania Uniform Condominium Act of Pennsylvania, 68 Pa. C.S. Section 3101 et. seq. for the purpose of creating Plum Creek Village Condominium.

NOW THEREFORE, Declarant does hereby declare on behalf of itself, its 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 Uniform Condominium Act of Pennsylvania, 68 Pa.C.S. Section 3101 et. seq.

"Additional Real Estate" means real estate that may be added to a flexible condominium.

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

"Association" means the Unit Owners Association of the Condominium which shall be known as the "Plum Creek Village Condominium Association."

REFER TO PLAN BOOK GG PAGE 1108  
CONCERNING INSTRUMENT # 12217

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

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

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

- (a) The Land 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 served 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, sidewalks, fences, driveways, parking areas 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 services and utility installations, including water, natural gas, sewer, electric, telephone cable television and other utility lines, meters, pipes, conduits and associated equipment and facilities which serve the Common Elements or serve more than one Unit or both.
- (g) All other apparatus and installations existing or intended for the common use of all Unit Owners.
- (h) All other elements of the Buildings and other improvements necessary for their existence, management, operation, maintenance, upkeep, and safety, or normally in common use.

"Common Element Interest" or "Common Element Percentage Interest" means the fraction or percentage of undivided interest in the Common Elements and in the Common Expenses of the Association, and the portion of the votes in the Association allocated to each Unit and appurtenant thereto as set forth in the Declaration and in Exhibit "A" attached hereto, as the same may be amended from time to time. The percentage of undivided interest in the Common Elements and in the Common Expenses of the Association, and the portion of the votes in the Association are allocated equally to all Units.

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

- (a) Expenses of administration, maintenance, care, repair, upkeep and replacement of the Common Elements;
- (b) Expenses agreed upon as common by all Unit Owners; and,
- (c) Expenses declared common by the provisions of the Act or by the Condominium Documents.

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

"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 Plum Creek Village Condominium.

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

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

"Declarant" means Garland Construction, 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 made a part hereof, as said Plan may be amended and supplemented from time to time.

"Executive Committee" means the Executive Committee of the Association whose members shall be natural persons of the number stated in the Bylaws 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 Act 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 or, by the operation of Section 3202(2) or (4) of the Act for the exclusive use of one or more but fewer than all of the Units.

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

"Material Nature" means:

- (a) Voting Rights.
- (b) Increases in Assessments that raise the previously assessed amount by more than twenty five (25%) percent, assessment liens, or the priority of assessment liens.
- (c) Reductions in reserves for maintenance, repair, and replacement of common elements.
- (d) Responsibility for maintenance and repairs.
- (e) Reallocation of interest in general or limited common elements, or rights to their use.
- (f) Redefinition of any unit boundaries.
- (g) Convertibility of units into common elements or vice versa.
- (h) Expansion or contraction of the project, or the addition, annexation, or withdrawal of property to or from the project.
- (i) Hazard or fidelity insurance requirements.
- (j) Imposition of any restrictions on the leasing of units.

- (k) Imposition of any restrictions on a unit owner's right to sell or transfer his or her unit.
- (l) Restoration or repair of the project (after damage or partial condemnation) in a manner other than that specified in the documents.
- (m) Any provisions that expressly benefit mortgage holders, insurers, or guarantors.

"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. The Boundary of each Unit defined by the Perimeter Walls is designated on the Declaration Plan by the term "Title Line."

"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, less such portions of the Withdrawable Real Estate as shall be withdrawn from the Condominium.

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

"Unit" means a portion of the Condominium designated for separate ownership as described herein and in the Declaration Plan and includes the Common Element Interest which is assigned thereto in this Declaration or any amendments thereto.



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

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

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

"Withdrawable Real Estate" means the real estate described on Exhibit "C" attached hereto so long as the Declarant's rights to withdraw such real estate from the Condominium continue to exist.

Section 2. Submission of Property to Act. Declarant hereby submits the Land described in Section 4 hereof and the Buildings 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 "Plum Creek 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 initially contain seven (7) Buildings as shown in the Declaration Plan; Buildings No. 1-4, No. 2-8, No. 3-8, No. 4-6, No. 5-6, No. 6-8, and No. 7-6. The Buildings are more specifically described in the Declaration Plan.

Section 6. Description of Units; Boundaries.

(a) Declarant hereby subdivides the Buildings described in Section 5 hereof into 46 dwelling units as 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 Bylaws and the Declaration Plan. Each Unit may be owned by one or more Persons in any form of ownership recognized under the laws of the Commonwealth of Pennsylvania, and each Unit Owner of a Unit shall be entitled to the exclusive ownership and possession of each Unit, together with its undivided Common Element Interest, which Unit and Common Element Interest may be sold, conveyed, mortgaged, leased or otherwise transferred in any manner permitted by the laws of the Commonwealth of Pennsylvania. No Unit may be further subdivided.

The Unit Designation, the location of each Unit, its dimensions, the Common Elements to which each Unit has direct exit, 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, ceilings and floors, and includes the Unit-side surfaces of all exterior doors, windows and vents.

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

(3) The decorated inner surface of all walls, ceilings and floors, consisting of paint, plaster, plasterboard, carpet, floor tile or other floor covering, ceiling tile or other ceiling covering and all other finishing materials affixed or installed as part of the physical structure of

the Unit but not part of the structural system of the Building and all immediately visible fixtures, appliances, mechanical and electrical systems and equipment, including but not limited to heating and air conditioning units and water heaters installed for the sole and exclusive use of the Unit commencing at the point of disconnection from the structural body of the Building or from the utility lines, pipes or systems serving the Unit;

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

(5) Each Unit shall be deemed to include within its Boundaries the area described in Paragraphs 1 and 3 of Section 3202 of the Act and shall have the benefit of the use of all Limited Common Elements described in Paragraphs 2 and 4 of Section 3202 of the Act or designated on the Declaration Plan as being allocated to such Unit.

(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 and porches adjacent to certain Units and air conditioner pads.

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 Penn Township, County of York and Commonwealth of Pennsylvania.

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

(d) The Unit Designation of the Unit conveyed.

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

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

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

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

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

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

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

(e) Except as their use may otherwise be limited by the Condominium Documents, each Unit Owner, tenant and occupant of 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 and tenants and occupants of other Units and their respective family members, guests, agents and employees in accordance with the purposes 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 or to abate any violation of laws, orders, rules or regulations of any governmental authorities having jurisdiction thereof.

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

(i) The maintenance, repair, replacement, cleaning, sanitation, management, operation, and use of the Common Elements and the making of any additions or improvements thereto shall be the responsibility of the Executive Committee and shall be carried out as provided in the Bylaws, 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.

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(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 hereby incorporated herein as if fully set forth herein. Any inconsistency between the Declaration and the Declaration Plan in the description of the Units, 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 Bylaws, and any amendment of a material nature shall be governed by Section 8.4 of the Bylaws.

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

Section 11. Executive Committee.

(a) Subject to the provisions of the Act, this Declaration, or the Bylaws, 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 thirty (30) days after twenty-five (25%) percent of the Units are conveyed to Unit Owners other than the Declarant, such Owners other than the Declarant shall elect two (2) Unit Owners, other than the Declarant, who shall supplement the three (3) members of the Executive Committee appointed by the Declarant, thereby creating an Executive Committee consisting of five (5) members.

(2) No later than the earlier of (i) thirty (30) days after the conveyance of seventy-five (75%) percent of the Units to Unit Owners other than the Declarant or (ii) two (2) years following conveyance of the first Unit to an Owner other than the declarant, whichever occurs later, the Owners other than the Declarant shall elect three (3) Unit Owners other than the Declarant to the Executive Committee to replace the three (3) 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 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 but shall not be limited to the following:

- (a) The maintenance, repair, and replacement of Common Elements;
- (b) The making of Assessments, the collection of Common Receipts and the payment of Common Expenses;
- (c) The promulgation, distribution, interpretation and enforcement of the Bylaws governing the details of the use and operation of the Property and of the Common Elements, subject to the right of a Majority of Unit Owners to amend or change any such Bylaws.

Section 13. Powers of the Executive Committee. Subject to the limitations and restrictions contained in the act, the Declaration and the Bylaws, the Executive Committee shall, on behalf of the Unit Owners:

- (a) Manage the operation and affairs of the Property and, for such purposes, engage employees, appoint agents and managers and define their duties and fix their compensation, enter into contracts and other written instruments or documents and authorize the execution thereof by officers elected by the Executive Committee and,
- (b) Exercise such other powers as may be appropriate to the performance of their duties.



Section 14. Voting Rights of Unit Owners. The voting rights of Unit Owner shall be computed on the basis of each Unit Owner's Common Element Interest. The number of votes which each Unit Owners shall be entitled to cast at any meeting of the Unit Owners shall be equal to the respective figure shown opposite the Unit Designation of the Unit owned by such Unit Owner in Exhibit "A" hereof.

The right to cast the votes applicable to a particular Unit shall be established by the record title of such Unit. Thereafter, except as hereinafter provided as to a Unit owned by a husband and wife, (i) if a Unit is owned by more than one individual, the individual entitled to cast the votes for the Unit shall be designated by a certificate signed by all the record Unit Owners of the Unit and filed with the Secretary of the Executive Committee; (ii) if a Unit is owned by a corporation, the individual entitled to cast the votes for the Unit shall be designated by a certificate of appointment signed by the president or vice president, 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 certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the individual entitled to cast the vote of a Unit may be revoked by any Unit Owner thereof.

If a Unit shall be owned by a husband and wife, then they may, but shall not be required to, execute a certificate designating the one entitled to cast the votes for their Unit. If such a certificate shall not be executed and if they are unable to agree, the votes applicable to such Unit shall not be counted; provided, however, that if only one of them shall be present at a meeting

of the Unit Owners, the spouse present may cast the votes applicable to the Unit unless prior thereto the other spouse, by written notice to the Secretary, shall deny authorization of the spouse present to cast such votes.

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

Section 16. Assessments and Their Enforcement.

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

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

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

(d) In the event that title to a Unit shall be transferred by sheriff's sale pursuant to execution upon any lien against the Unit, the Executive Committee shall give notice in writing to the sheriff of any unpaid Assessments. The purchaser at such sheriff's sale and the Unit involved shall not be liable for unpaid Assessments which became due prior to the sheriff's sale

of the Unit. Any such unpaid Assessment which cannot be promptly collected from the former Unit Owner shall be reassessed by the Executive Committee to be collected from all 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 affect such purchase, the Executive Committee shall thereafter have the power to sell, convey, mortgage or lease such Unit to any Person whomsoever. Notwithstanding any foreclosure, tax sale, judicial or other forced sale of a Unit, all applicable provisions of the Condominium Documents shall be binding upon any purchaser at such sale to the same extent as they would bind a voluntary grantee, except that such purchaser shall not be liable for unpaid Assessments chargeable to such Unit which became due prior to such sale, except as otherwise provided in this paragraph (d).

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

Section 17. Maintenance and Repair of Units.

(a) No Unit Owner shall make any structural modifications or alterations within his Unit without the written consent of the Executive Committee, nor shall 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 without the prior written approval of the Executive Committee and the holder of any lien on such Unit.

(d) It shall be the responsibility of the Executive Committee to maintain, repair or replace:

(1) All portions of any Unit which contribute to the support of any Building or other improvements on the Land, including but not limited to loan-bearing walls and deck spans, but excluding paint, wall papering, plaster, decorating or other work on the interior surfaces of walls, ceilings and floors within such Unit;

(2) All portions of any Unit which constitute a part of the exterior of any Building;

(3) All Common Elements within any Unit; and;

(4) All incidental damages caused by work done in any Unit by 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, except the portions thereof mentioned and described in Section 17(d) hereof;

(2) To paint, wallpaper, plaster, decorate and maintain the interior surfaces of all walls, ceilings, doors, door frames, windows, window 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 his willful or negligent act or failure to act;

(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;

(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 without first obtaining the consent in writing of the Executive Committee;

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

(9) To notify the Executive Committee prior to performing any repair 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 right 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 55 degrees in the Unit and to repair or replace at his own expense any damage to the water or sewer pipes by failure to maintain the aforesaid minimum temperature.

(f) Nothing contained in the Condominium Documents shall be construed so as to impose a personal liability upon the members of the Executive Committee or officers of the Executive Committee for the maintenance, repair or replacement of any Unit or 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, his heirs and his successors and assigns that he will comply strictly with the terms, covenants and conditions set forth in the Condominium Documents, the rules, regulations, resolutions and decisions adopted pursuant thereto, and the Unit Deeds, in relation to the use and operation of the Units, the Common Elements and the Property. Failure to comply with any of the foregoing shall be grounds for an action to recover sums due, for damages, or injunctive relief or any or all of them. Such action may be maintained by an aggrieved Unit Owner or the Executive Committee on its own behalf or on behalf of the Unit Owners or by any Person who holds a lien upon a Unit and is aggrieved by any such non-compliance. In the case of flagrant or repeated violations by a Unit Owner, 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.

(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.

(2) No advertising signs may be displayed on the Property other than by the Declarant, or as approved by the Executive Committee.

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

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

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

Section 19. Mechanics' Liens Against Units. Any mechanics' 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 mechanics' 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 hitherto encroached upon or hereafter encroaches upon any other Unit or upon any other portion of the Common Elements as a result of settling, shifting or movement of the land or any improvement thereof, deviations arising from the original construction, alterations, repairs or minor additions to any Unit or to any portion of the Common Elements or condemnation or eminent domain proceedings relating to any Unit or any portion of the Common Elements, or, in the event that any encroachment by any Unit or any portion of the Common Elements shall occur as a result of the partial or total destruction of any Unit or any portion of the Common Elements, and of the rebuilding or reconstruction thereof in substantially the same location, a valid easement for any such encroachment and for the maintenance of the same shall exist for so long as the Units and/or Common Elements affected thereby shall stand.

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

(c) The Units and Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant, appropriate utility and service companies and governmental



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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 and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wires, conduits and equipment and ducts and vents over, under, through, along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this subsection, unless approved in writing by the Unit Owner(s) affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existing 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 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 "D" is a list of the recording data for recorded easements and licenses appurtenant to or included in which the Condominium is or may become subject.

(e) Declarant shall have the right to maintain sales offices, management offices and models throughout the Property. Declarant reserves the right to place models, management offices and sales offices on any portion of the Common Elements or within unsold Units in such manner, of such size and in such locations as Declarant deems appropriate. Declarant may from time to time relocate models, management offices and sales offices to different locations within

the Common Elements or to other unsold Units and upon relocation may remove all personal property and fixtures therefrom. Declarant may maintain signs on the Common Elements advertising the Condominium. The rights reserved by this subsection shall expire only when the Declarant shall no longer be a Unit Owner.

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

Section 21. First Members of the Executive Committee. The first members of the Executive Committee are to be determined by Declarant at a later date.

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 to the plural and vice versa, whenever the context so requires.

Section 23. Termination. The Condominium may be terminated only in accordance with Section 3220 of the Act, except as hereinafter provided. Any action to terminate the legal status after substantial destruction or condemnation occurs must be agreed to by the Unit Owners who represent at least sixty-seven (67%) percent of the total allocated votes in the Association, and by eligible mortgage holders who represent at least fifty-one (51%) percent of the votes of the units that are subject to mortgages held by eligible holders. An action to terminate the legal status for reasons other than substantial destruction or condemnation of the property must be agreed to by eligible mortgage holders who represent at least sixty-seven (67%) percent of the votes of the mortgaged units. Such approval may be implied when an eligible mortgage holder fails to submit a response to any written proposal for an amendment within thirty (30) days after

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it received proper notice of the proposal, provided that the notice was delivered by certified or registered mail, with a "return receipt" requested.

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 and exclusive of personal property owned by the 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 actual cash value thereof, exclusive of land, excavations, foundations and other items normally excluded from property policies.

(ii) Comprehensive general liability insurance, including medical payments 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 Executive Committee promptly shall cause notice of that fact to be hand-delivered to all Unit Owners.

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

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

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

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

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

(4) Any loss covered by the property policy under subsection (1) (i) shall be adjusted with the Association but the insurance proceeds for that loss shall be payable to any insurance trustee designated for that purpose or otherwise to the Association and not to any mortgagee or beneficiary under a deed of trust. The insurance trustee of the Association shall

hold any insurance proceeds in trust for Unit Owners and lienholder as their interest may appear. Subject to the provisions of subsection (7), the proceeds shall be disbursed first for the repair or restoration of the damaged Common Elements and Units. Unit Owners and lienholders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Common 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 insurance to the Association and, upon request, to any Unit Owner, mortgagee or beneficiary under a deed of trust. The insurance may not be canceled 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 (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 repair or replaced:

(a) the insurance proceeds attributable to the damages to the 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 and Common Expense Liability are automatically reallocated as if the Unit had been condemned under Section 3107(a) of the Act (relating to eminent domain) and the Association promptly shall prepare, execute and record an amendment to the Declaration reflecting the reallocations.

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

Section 25. Enforcement. The Executive Committee or any Unit Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations or liens now or hereafter imposed by the provisions of this Declaration. Failure by

the Executive Committee or by any Unit Owner to enforce any covenant or restriction herein contained shall in no event constitute a waiver of the right to do so thereafter. Any right or power shall be deemed to be vested in the Executive Committee unless expressly stated to the contrary or required by the Act.

Section 26. Amendment of Declaration.

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

(b) Except as otherwise permitted by Section 3219 of the Act and the other Sections of the Act referred to therein, this Declaration may only be amended by the vote of not less than sixty (60%) 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 Bylaws.

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

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

Section 29. Option to Withdraw Real Estate. Declarant hereby explicitly reserves an option until the seventh anniversary of the recording of this Declaration to withdraw Withdrawable Real Estate from the Condominium from time to time in compliance with Section 3212 of the Act without the consent of any Unit Owner or holder of a mortgage on a Unit. This option may be terminated prior to such anniversary only upon the filing by Declarant of an amendment to this

Declaration. Declarant expressly reserves the right to withdraw any portion or all of the Withdrawable Real Estate at any time, at different times or in any order without limitation.

Declarant makes no assurances with regards to the boundaries of those portions of the Withdrawable Real Estate which may be withdrawn from the Condominium nor the order in which Withdrawable Real Estate may be withdrawn. If any Withdrawable Real Estate is withdrawn from the Condominium, no other portion of the Withdrawable Real Estate nor any other real estate must be converted, added or withdrawn as a consequence thereof.

No common element interest, common expenses or votes are allocated to the Withdrawable Real Estate; therefore, there will be no reallocation of these items upon the withdrawal of Withdrawable Real Estate.

Pursuant to Section 3212(c) of the Act, until withdrawal occurs or the period during which withdrawal may occur expires, whichever first occurs, the Declarant is liable for real estate taxes assessed against the Withdrawable Real Estate and all expenses in connection with that real estate. Such taxes shall not be considered common expenses and no other Unit Owner and no other portion of the Condominium shall be subject to claim for payment of those taxes or expenses. To the extent taxes are assessed or expenses incurred which relate to the Withdrawable Real Estate and other portions of the Condominium, such taxes or expenses shall be allocated between the Condominium and Declarant on an equitable basis.

Section 30. Convertible Real Estate. Declarant hereby explicitly reserves an option until the seventh anniversary of the recording of this Declaration to convert convertible real estate from time to time in compliance with Section 3211 of the Act, without the consent of any Unit Owner or holder of a mortgage on any Unit. This option to convert may be terminated prior to such anniversary only upon the filing of an amendment to this Declaration by the Declarant. Declarant



expressly reserves the right to convert any or all portions of the Convertible Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be converted, added or withdrawn; provided, however, that the Convertible Real Estate shall not exceed the area described as such on Exhibit "E" hereto. There are no other limitations on this option to convert Convertible Real Estate, except as herein provided.

A maximum of eight (8) Units (which number includes the forty-six (46) created by this Declaration) may be created within the Convertible Real Estate all of which will be restricted exclusively to residential use except as otherwise provided in Section 20(e) of the Declaration and Section 3217 of the Act. All 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, quality of construction and size. Any Limited Common Elements created within any Convertible Real Estate will be of the same general types and sizes as those within other parts of the Condominium. The proportion of Limited Common Elements to Units created within Convertible Real Estate will be approximately equal to the proportion existing within other parts of the Condominium. No assurances are made with regard to (i) the other improvements and Limited Common Elements which may be made or created upon the Convertible Real Estate; (ii) the locations of any building or other improvements which may be made within Convertible Real Estate. The assurances made in this Section do not apply if Withdrawable Real Estate which is also Convertible Real Estate is withdrawn from the Condominium. All restrictions in this Declaration affecting use, occupancy and alienation of Units shall apply to Units created within the Convertible Real Estate.

Section 33 Option To Add 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 to the Condominium from time to time in compliance with Section 3211 of the Act, without the consent of any Unit Owner or holder of a mortgage on a Unit. This option to expand may be terminated prior to such anniversary only upon the filing by Declarant of an amendment to this Declaration. Declarant expressly reserves the right to add Additional Real Estate at any time, or at different times, in any order, without limitation and without any requirement that any other real estate be added, converted, or withdrawn. There are no other limitations on this option to expand the Condominium, except as herein provided. Additional Real Estate shall not exceed the area described as such on Exhibit "F" hereto.

All Buildings and Units built within any such Additional Real Estate will be restricted exclusively to residential use except as otherwise provided in Section 20(e) of the Declaration and Section 3217 of the Act and all such Buildings and Units in the Condominium in the terms of architectural style, quality of construction, principal materials employed in construction and size shall be consistent and in conformity with those buildings and units already constructed. Any Limited Common Elements created within any Additional Real Estate will be of the same general types and sizes as those within other parts of the Condominium. The proportion of Limited Common Elements to Units created within such Additional Real Estate will be approximately equal to the proportion existing within other parts of the Condominium. No assurances are made with regard to (i) the other improvements and Limited Elements which may be made or created upon such Additional Real Estate; (ii) or the location of any building or other improvements which may be made within such Additional Real Estate. All restrictions in this Declaration affecting use, occupancy and alienation of Units shall apply to Units created within such Additional Real Estate. All dimensions, walls and notations on plans and exhibits which

architectural style, quality of construction, principal materials employed in construction and size shall be consistent and in conformity with those buildings and units already constructed. Any Limited Common Elements created within any Additional Real Estate will be of the same general types and sizes as those within other parts of the Condominium. The proportion of Limited Common Elements to Units created within such Additional Real Estate will be approximately equal to the proportion existing within other parts of the Condominium. No assurances are made with regard to (i) the other improvements and Limited Elements which may be made or created upon such Additional Real Estate; (ii) or the location of any building or other improvements which may be made within such Additional Real Estate. All restrictions in this Declaration affecting use, occupancy and alienation of Units shall apply to Units created within such Additional Real Estate. All dimensions, walls and notations on plans and exhibits which relate to Additional Real Estate attached hereto or otherwise recorded herewith are subject to variations or changes of equal or greater dimension.

Section 32. All dimensions, walls and notations on plans and exhibits attached hereto are subject to variations or changes of equal or greater dimension.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 4<sup>th</sup> day of NOVEMBER, 1994.

WITNESS:



By: [Signature]  
Plum Creek Village Associates, Inc.  
Serving as President in the Corporation

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COMMONWEALTH OF PENNSYLVANIA :  
: SS:  
COUNTY OF LANCASTER :

On this 4<sup>th</sup> day of NOVEMBER, 1994, before me, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared a designated representative of Plum Creek Village Associates, Inc., proven to me and satisfactorily proven to be the person whose name is affixed hereto and to execute the foregoing Declaration Plum Creek Village Condominium for the purposes therein contained.

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

\_\_\_\_\_(SEAL)  
Notary Public  
MCE:

*Plum C. Village Associates  
President*

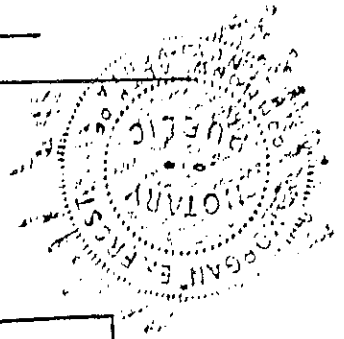
COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF LANCASTER

On this 4th day of November, 1994, before me, the undersigned officer, personally appeared Philip R. Garland who acknowledged himself to be the President of Plum Creek Village Associates, Inc., a DELAWARE Corporation, and that as such President, being authorized to do so, executed the foregoing Instrument for the purpose therein contained by signing the name of the Corporation by himself as President.

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

Notary Public

My Commission Expires:



Notarial Seal  
Morgan E. Frost, Notary Public  
York, York County  
My Commission Expires July 1, 1995

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



*[Signature]*  
Recorder of Deeds

COMMON ELEMENT PERCENTAGE INTEREST AND  
COMMON ELEMENT INTERESTS

1. Each owner of a unit that is subject to assessment under the terms and conditions of the Declaration for Plum Creek Village shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any unit that is subject to assessment.
2. The Association shall have two (2) classes of voting membership:
  - a. Class A. Class A members shall be all owners with the exception of the Declarant, and shall be entitled to one (1) vote for each unit owned. When more than one (1) person holds an interest in any unit, all such persons shall be members. The vote for the unit shall be exercised as they among themselves determine, but in no event shall be more than one (1) vote cast with respect to any unit.
  - b. Class B. Class B members shall be the Declarant, who shall be entitled to three (3) votes for each unit or prospective unit owned. The Class B membership shall cease and be converted to Class A membership when either of the following occurs:
    - (1) The total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.
    - (2) The date not later than the estimated time required to complete and market seventy five (75%) percent of the dwellings in the Plum Creek Village Condominium development.
3. Each unit holds a 1/46th interest in the common element interests of Plum Creek Village Condominiums.

**EXHIBIT "A"**



0340126

*Restrictions  
38997*

**FIRST AMENDMENT TO DECLARATION OF PLUM CREEK VILLAGE CONDOMINIUM**

47

This **First** Amendment to Declaration of Plum Creek Village Condominium is made this 26<sup>th</sup> day of APRIL, <sup>2004</sup>~~2003~~, pursuant to Section 3102 of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S.A. Section 3101 et seq. (hereinafter "Act").

570

**WITNESSETH:**

Whereas, a certain Declaration of Plum Creek Village Associates, dated March 18, 1993 and recorded in the York County Recorder of Deeds in Record Book 1020, page 320 (hereinafter "Declaration"), created a condominium known as Plum Creek Village Condominium located in Penn Township, York County, Pennsylvania (hereinafter "Condominium"); and

Whereas, the Condominium desires to continue the development of a stable condominium community by creating an environment enhancing owner occupied condominium units; and

Whereas, this Amendment has been approved by the requisite number of unit owners and mortgagees;

Now, the Declaration shall be and hereby is amended to add subsection (5) to Section 18(b) entitled Restrictions and Covenants. Section 18(b), subsection (5) shall state as follows:

Unit owners may lease their unit to a natural person provided said leasing is permitted by the Penn Township Zoning Ordinance or any other state or Township law, ordinance or regulation, and that said unit owner complies with Penn Township Ordinance No. 317 to furnish the Township Secretary with the identities of residents of the owner's rental units utilizing Rental Unit Report Form of Penn Township as more fully set

forth in said ordinance and to provide copy of same form to the Condominium and provided further, that the leasing of the unit does not exceed the maximum number of units permitted to be leased in the Condominium. No more than thirty (30%) percent of all of the total number of units shall be leased and occupied solely by tenants. If the percentage of units permitted to be leased results in a fraction, the number of permitted units to be leased shall be rounded up to the nearest whole number.

Any unit owner whether or not leasing his or her unit as of the date of the adoption of this First Amendment to the Declaration either may continue to lease said unit or enter into a lease for his or her unit unless and until the unit owner sells the unit. In such an event the unit must be sold to a person or persons who will reside in the unit as owner occupant. The unit sold shall not be leased and occupied solely by tenants unless the total number of leased units is less than thirty (30%) percent of all of the total number of units in the Condominium.

Any unit owner who is not permitted to lease his or her unit in accordance with this First Amendment and who desires to lease said unit must submit a written request to the Condominium on a lease application provided by the Condominium for leasing the unit. The Condominium shall accept the application during its normal business hours and it shall immediately note the date and time of receipt on the application. The Condominium will then determine whether the unit owner is permitted to lease the unit by reviewing the total number of units leased and determining if that total is in excess of thirty (30%) percent of the total number of units in the Condominium. If the total number of units being leased is less than thirty (30%) percent, the owner shall be permitted to lease the unit. If the total number of units being leased is equal to or greater than thirty (30%) percent of the total number of units in the Condominium, the unit owner shall not be permitted to lease the unit.

The Condominium must notify the unit owner whether he or she is authorized to lease the unit within ten (10) days of the date of receipt of the lease form.

Any unit owner who is denied permission to lease the unit in accordance with the terms herein shall be placed on a waiting list with priority to be determined by the date and time of receipt of the application. The Condominium shall notify a unit owner on the waiting list when his or her unit is available to be leased as a tenant occupied unit. The unit owner shall lease said unit and tenant(s) shall occupy it within ninety (90) days of



notification by the Condominium; otherwise, the unit shall not be leased and the unit's priority to be leased shall be forfeited and placed last among those on the waiting list. If a unit owner is on the waiting list at the time that unit owner sells his or her interest in the unit, the unit shall be removed from the waiting list and the subsequent owner shall be required to obtain a new priority by submitting the application unless the current (selling) unit owner submits the application to the Condominium indicating the purchaser's intention to lease the unit to a third party.

Any unit converting from tenant occupancy to owner occupancy shall not be leased by the owner(s) unless the unit owner was permitted to lease the unit as of the effective date of this First Amendment or the unit owner submitted an application and receives notification and approval from the Condominium in accordance with the policy established herein for the leasing of units.

A unit owner authorized to lease the unit must enter into a written lease with a term of not less than twelve (12) months. The unit owner must provide a copy of the lease or renewal thereof to the Condominium within three (3) days of execution. The lease shall be subject to and consistent with the provisions of the Declaration, By-laws and Rules and Regulations as the same may be amended from time to time or as may be promulgated from time to time. The Condominium shall have the power to terminate a lease and/or to initiate summary proceedings to evict a tenant in the name of the landlord in the event of a default by the tenant of the performance of the terms and conditions of the lease or commits a violation of the Declaration, By-laws or Rules and Regulations.

Except as otherwise amended herein, the Declaration shall remain in full force and effect.

**IN WITNESS WHEREOF**, this First Amendment to the Declaration of Condominium has been duly executed and acknowledged the day and year first written above.

Witness:

By:

Secretary

*Bobbi J. Sawicki*

Plum Creek Village Condominium

By:

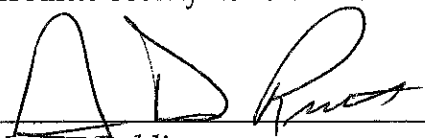
President

*[Signature]*

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF YORK :

On this, the 26<sup>TH</sup> day of April, ~~2003~~<sup>2004</sup>, before me, a Notary Public in and for said County and Commonwealth, personally appeared the CHARLES C. FUNKE, President of Plum Creek Village Condominium known to me, (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purpose therein contained.

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

  
\_\_\_\_\_  
Notary Public (SEAL)

Notarial Seal  
Angela Druck Ruth, Notary Public  
Hanover Boro, York County  
My Commission Expires July 15, 2006

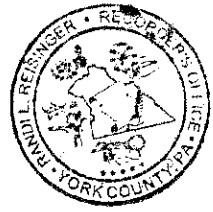
RECORDER OF DEEDS  
YORK COUNTY  
PENNSYLVANIA

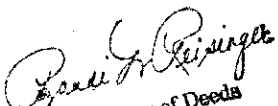
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04038977  
RECORDED ON  
May 03, 2004  
12:42:38 PM

STATE WRIT TAX	\$0.50
RECORDING FEES	\$15.00
PIN NUMBER FEES	\$92.00
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
TOTAL	\$112.50

INV: 478858 USER: DMH  
CUSTOMER  
SCOTT RUTH

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



  
Recorder of Deeds

## Parcel Identification Numbers

UNIT	COUNTY	TOWNSHIP	TAX BLOCK	TAX MAP	PARCEL	SUFFIX	TAX LEASHOLD
	67	44		CD	74		
100	67	44	000	CD	0074	00	C0001
102	67	44	000	CD	0074	00	C0002
104	67	44	000	CD	0074	00	C0003
106	67	44	000	CD	0074	00	C0004
108	67	44	000	CD	0074	00	C0005
110	67	44	000	CD	0074	00	C0006
112	67	44	000	CD	0074	00	C0007
114	67	44	000	CD	0074	00	C0008
123	67	44	000	CD	0074	00	C0009
121	67	44	000	CD	0074	00	C0010
119	67	44	000	CD	0074	00	C0011
117	67	44	000	CD	0074	00	C0012
115	67	44	000	CD	0074	00	C0013
113	67	44	000	CD	0074	00	C0014
111	67	44	000	CD	0074	00	C0015
109	67	44	000	CD	0074	00	C0016
107	67	44	000	CD	0074	00	C0017
105	67	44	000	CD	0074	00	C0018
103	67	44	000	CD	0074	00	C0019
101	67	44	000	CD	0074	00	C0020
116	67	44	000	CD	0074	00	C0021
118	67	44	000	CD	0074	00	C0022
120	67	44	000	CD	0074	00	C0023
122	67	44	000	CD	0074	00	C0024
124	67	44	000	CD	0074	00	C0025
126	67	44	000	CD	0074	00	C0026
128	67	44	000	CD	0074	00	C0027
130	67	44	000	CD	0074	00	C0028
132	67	44	000	CD	0074	00	C0029
134	67	44	000	CD	0074	00	C0030
136	67	44	000	CD	0074	00	C0031
138	67	44	000	CD	0074	00	C0032
140	67	44	000	CD	0074	00	C0033
142	67	44	000	CD	0074	00	C0034
147	67	44	000	CD	0074	00	C0035
145	67	44	000	CD	0074	00	C0036
143	67	44	000	CD	0074	00	C0037
141	67	44	000	CD	0074	00	C0038
139	67	44	000	CD	0074	00	C0039
137	67	44	000	CD	0074	00	C0040
135	67	44	000	CD	0074	00	C0041
133	67	44	000	CD	0074	00	C0042
131	67	44	000	CD	0074	00	C0043
129	67	44	000	CD	0074	00	C0044
127	67	44	000	CD	0074	00	C0045
125	67	44	000	CD	0074	00	C0046