

PUBLIC OFFERING STATEMENT

RESIDENTIAL FLEXIBLE

LAUREL HILLS NORTH CONDOMINIUM I

PUBLIC OFFERING STATEMENT

| | |
|---------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| NAME OF CONDOMINIUM: | Laurel Hills North Condominium I |
| LOCATION OF CONDOMINIUM: | Southwest Corner of the Intersection of Wertzville Road and Southmont Drive, East Pennsboro Township, Cumberland County, Pennsylvania |
| NAME OF DECLARANT: | Laurel Hills Development Corp. |
| ADDRESS OF DECLARANT: | 744 Wertzville Road Enola, Pennsylvania 17025 |
| EFFECTIVE DATE OF PUBLIC OFFERING STATEMENT: | September 23, 1997 |

NOTICE TO PURCHASER

A PURCHASER OF A CONDOMINIUM UNIT IS AFFORDED A 15 DAY PERIOD DURING WHICH HE OR SHE MAY CANCEL AN EXECUTED CONTRACT FOR SALE WITHOUT PENALTY AND OBTAIN FULL REFUND OF ANY SUMS DEPOSITED IN CONNECTION WITH THE CONTRACT. THE 15 DAY PERIOD BEGINS TO RUN ON THE DATE OF DELIVERY OF THE PUBLIC OFFERING STATEMENT OR ANY AMENDMENT TO THE PUBLIC OFFERING STATEMENT WHICH MATERIALLY AND ADVERSELY AFFECTS THE RIGHTS OR OBLIGATIONS OF THE PURCHASER. IF THE PURCHASER ELECTS TO CANCEL, HE OR SHE MUST DELIVER NOTICE OF CANCELLATION TO THE DECLARANT BY HAND (IN WHICH CASE EVIDENCE OF RECEIPT SHOULD BE OBTAINED) OR BY UNITED STATES MAIL, RETURN RECEIPT REQUESTED.

IF DECLARANT FAILS TO PROVIDE A PUBLIC OFFERING STATEMENT, AND ANY AMENDMENTS THERETO, TO PURCHASER BEFORE CONVEYING A UNIT, THAT PURCHASER MAY RECOVER FROM DECLARANT DAMAGES AS PROVIDED IN SECTION 3406(c) OF THE UNIFORM CONDOMINIUM ACT, WHICH DAMAGES ARE SUBSTANTIALLY AS FOLLOWS:

THE PURCHASER, IN ADDITION TO ANY OTHER RELIEF, IS ENTITLED TO RECEIVE FROM DECLARANT AN AMOUNT EQUAL TO 5% OF THE SALES PRICE OF THE UNIT UP TO A MAXIMUM OF \$2,000.00, OR ACTUAL DAMAGES, WHICHEVER IS THE GREATER AMOUNT. A MINOR OMISSION OR ERROR IN THE PUBLIC OFFERING STATEMENT OR AN AMENDMENT THERETO, THAT IS NOT WILLFUL, SHALL ENTITLE THE PURCHASER TO RECOVER ONLY ACTUAL DAMAGES, IF ANY.

IF A PURCHASER RECEIVES THE PUBLIC OFFERING STATEMENT MORE THAN 15 DAYS BEFORE SIGNING A CONTRACT, THE PURCHASER CANNOT CANCEL THE CONTRACT, EXCEPT THAT A PURCHASER SHALL HAVE THE RIGHT TO CANCEL THE CONTRACT BEFORE CONVEYANCE WITHIN FIFTEEN (15) DAYS AFTER RECEIPT OF ANY AMENDMENT THERETO WHICH WOULD HAVE A MATERIAL AND ADVERSE EFFECT ON THE RIGHTS OR OBLIGATIONS OF THE PURCHASER.

LAUREL HILLS NORTH CONDOMINIUM I

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PUBLIC OFFERING STATEMENT

This Public Offering Statement is prepared in accordance with Section 3402, Pennsylvania Uniform Condominium Act ("the Act") and the following information is provided to prospective Purchasers of Laurel Hills North Condominium I Condominium Units.

1. **The Condominium Concept.** The term "condominium" refers to a form of property ownership. Property which is owned as a condominium contains two distinct types of property, Units and Common Elements. Units are portions of a condominium which are set aside for individual ownership. In the case of a flexible residential condominium such as Laurel Hills North Condominium I, the Units are separate living quarters which may be used only by the Unit Owner for residential purposes. Common Elements, on the other hand, are all portions of the Condominium which are not included within the Units. The Common Elements constitute the land, access drives and those portions of the structure or structures which support, enclose or service the Units.

A condominium Unit Owner is, at the same time, both the sole owner of the portion of a building which encloses his or her living quarters and one of many mutual owners ("tenants in common") of the facilities which service the Units and of the common area which a Unit Owner may use and enjoy along with owners of other Units.

Each Unit Owner owns an "undivided interest" in the Common Elements. An undivided interest is a fractional or percentage share of ownership of all of the Common Elements. In this Condominium, the undivided interest is a percentage and is hereinafter referred to as a "Percentage Interest". The ownership of an undivided interest gives the Unit Owner the right to participate in the control and management of all the Common Elements but ownership carries with it the obligation of each Unit Owner to pay his, her or their share of the expenses of operating and maintaining all of the Common Elements. It is the ownership of an undivided interest in the Common Elements which sets condominium ownership apart from other forms of property ownership.

Certain Common Elements are designated as Limited Common Elements. A Limited Common Element is a portion of the Common Elements assigned to a particular Unit. The Unit Owner of the Unit to which a Limited Common Element is assigned has an exclusive right to use the Limited Common Element.

2. **Declarant.** The Declarant of Laurel Hills North Condominium I is Laurel Hills Development Corp., with a principal place of business at 744 Wertzville Road, Enola (East Pennsboro Township), Cumberland County, Pennsylvania.

3. **Description of Project.** The Condominium Project will be located upon Lot No. 1, Final Subdivision Plan for Laurel Hills North, recorded in the Office of the Recorder of Deeds of Cumberland County in Plan Book 54, Page 30. Said Lot No. 1 contains 7.7991 acres. Lot No. 1 is located at the southwest corner of the intersection of Wertzville Road and Southmont Drive in East Pennsboro Township, Cumberland County, Pennsylvania.

Phase I of the Project consists of Building A, containing six (6) Units, including six (6) detached garages, Building B, containing six (6) Units, including six (6) detached garages and Building C, containing six (6) Units, including six (6) detached garages. In connection with Phase I, Declarant has constructed the access drives off Southmont Drive together with twenty (20) parking spaces. Two (2) parking spaces shall be designated for visitor parking and the remaining eighteen (18) parking spaces shall be assigned to the eighteen (18) Units to be constructed in Building A, Building B and Building C. In addition, sanitary sewer system has been constructed in connection with Phase I.

Phase II of the Project consists of Building D, containing six (6) Units, including six (6) detached garages as shown on First Amendment to Plats and Plans-Site Plan. In connection with Phase II, Declarant has constructed the access drive off of Southmont Drive together with thirty-five (35) parking spaces. Five (5) parking spaces will be assigned for visitor parking and the remaining thirty-one (31) parking spaces will be assigned to the seventeen (17) Units; six (6) Units are constructed in Building D, six (6) Units are constructed in Building E, and Five (5) Units are now constructed in Building F. In

addition, the sanitary sewer system, together with all utilities for Building D, Building E and Building F have been constructed in connection with Phase II.

Phase III of the Project consists of Building E, containing six (6) Units, including six (6) detached garages as shown on Second Amendment to Plats and Plans-Site Plan.

Phase IV of the Project consists of Building F, containing five (5) Units, including five (5) detached garages included with such Units, and three (3) additional garages as limited common elements, as shown on Third Amendment to Plats and Plans-Site Plan.

Phase V of the Project, when constructed, shall consist of Building G, containing five (5) Units, including five (5) detached garages, Building H, containing five (5) Units, including five (5) detached garages, and Building I, containing five (5) Units, including five (5) detached garages, as shown on Fourth Amendment to Plats and Plans -Site Plan.

The Buildings containing the Units in the Condominium from the exterior resemble town house type construction with the Units contained in each Building arranged side-by-side, forming a row of Units. The Buildings are wood frame construction, with R-19 insulation in exterior walls and R-30 insulation above the Unit ceilings. The exterior walls are faced with wood or brick and windows are Anderson double pane thermal type. The Buildings have pitched roofs with fiber glass shingles.

A typical Unit has a living room, dining area, kitchen, bedroom(s), and bath(s). Units have wall-to-wall carpet on living room, dining area and hallway floors (other than basement) and vinyl flooring in the kitchen and bathroom(s). All wall surfaces are painted drywall.

Kitchens are equipped with a four burner electric range, dishwasher, a garbage disposal, and a microwave oven over the range. Kitchens have painted or stained wood base and wall mounted cabinets. Counter top and back splash are formica. Kitchens have a double bowl stainless steel sink with spray.

Bathrooms have a vanity with synthetic marble top and one piece bath/shower unit.

Heating and cooling in each Unit is by means of an electric heat pump. Each Unit has an electric hot water heater.

Each Unit has sliding glass door opening unto a wooden deck at the rear, and a fenced-in courtyard to the front with a six foot wooden fence.

Declarant intends to add, as provided in the Third Amendment to Amended and Restated Declaration and as shown on the Fourth Amendment to the Plats and Plans-Site Plan, additional Units, including detached garages, and to complete construction of all additional Units within thirteen (13) years following the creation of the Condominium.

There is no withdrawable real estate in connection with this Project. Thus, the area of the Project can not be reduced by the failure of Declarant to complete all improvements indicated.

The following is a schedule of the Buildings, setting forth the number of Units to be constructed therein, to include the detached garages, to be constructed pursuant to the recording of the Third Amendment to Amended and Restated Declaration and Fourth Amendment to Plats and Plans - Site Plan.

| <u>Building</u> | <u>Units (Including detached garages)</u> | <u>Project Completion Date</u> |
|-----------------|---------------------------------------------------|------------------------------------|
| G | 5 | April, 1998 |
| H | 5 | April, 2000 |
| I | 5 | April, 2002 |

As set forth in the Third Amendment to Plats and Plans-Site Plan, access to the various Units, including the detached garages, will be by means of private driveways or access drives as shown. These private driveways or access drives will not be public streets, but will be and remain Common Elements of the Condominium. In addition, as shown on Third Amendment to Plats and Plans-Site Plan, in connection

with the construction of Building D and Building E and the contemplated construction of Building F, thirty-four (34) parking spaces have been constructed. Of the thirty-four (34) parking spaces, five (5) parking spaces will be designated for visitor parking and the remaining thirty-one (31) parking spaces will be assigned to the Units constructed within those Buildings. Further, in connection with construction of Building G, Building H and Building I, thirty-four (34) parking spaces will be constructed. Of those parking spaces to be constructed, four (4) parking spaces will be designated for visitor parking and the remaining thirty (30) parking spaces will be assigned to the Units to be constructed within those Buildings.

Declarant has constructed Southmont Drive (now known as Tory Circle), as shown on First Amendment to Plats and Plans-Site Plan, Second Amendment to Plats and Plans-Site Plan, and Third Amendment to Plats and Plans-Site Plan, to municipal specifications and will offer for dedication Southmont Drive (now Tory Circle) to East Pennsboro Township. The Unit Owners' Association has no maintenance responsibility with respect to Southmont Drive (now Tory Circle).

Public water is provided to the Project by Pennsylvania American Water Company; electricity is provided to the Project by Pennsylvania Power & Light Company; telephone service is provided to the Project by Bell of Pennsylvania; and sanitary sewer services are provided by East Pennsboro Township.

Laurel Hills North Condominium I has been created by recording in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania, the Declaration, Bylaws and Plats and Plans-Site Plan in the form attached hereto and incorporated herein by reference.

4. Total Number of Units. Declarant intends to add, as described in the Third Amendment to Amended and Restated Declaration and as shown on Fourth Amendment to Plats and Plans - Site Plan, (15) additional Units, including detached garages, to the Condominium. Declarant's projected time table for completion of Buildings G, H and I as set forth in Paragraph 3.

5. Allocation of Percentage Interest in Common Elements. The Amended and Restated Declaration (the "Declaration") allocates votes in the Unit Owners' Association to each Unit and

establishes the Percentage Interest in the Common Elements and the liability for Common Expenses. The Percentage Interest of a Unit is computed by expressing the area of the Unit as a percentage of the aggregate areas of all Units constructed. As set forth in Exhibit "A" in the Third Amendment to Amended and Restated Declaration, as each Building of Phase V is completed, the Percentage Interest in the Common Elements will be reallocated among the completed Condominium Units. The reallocation of Percentage Interest will be based on the area of each Unit as it bears to the total area of all Units constructed. Declarant reserves the right to modify the area of Units. Modifications, if any, will be shown on amendments to Plats and Plans which said amendments will be recorded upon the completion of each Phase and before any Unit in that Phase is transferred. The foregoing schedule sets forth the anticipated decrease in Percentage Interest in Common Elements, reduction in the relative voting strength in the Association and reduction in liability of Common Expenses upon completion of each Phase:

| Total Number of Units in Project | | | |
|-------------------------------------|---------------------------------------------|----------------------------------------------|-----------------------------|
| <u>Building</u> | <u>Number of Units in each Building</u> | <u>After Completion of each Building</u> | <u>Percentage Interest*</u> |
| G | 5 | 40 | 1.78% - 4.24% |
| H | 5 | 45 | 1.61% - 3.82% |
| I | 5 | 50 | 1.46% - 3.47% |

*Projected Percentage Interest may change depending upon the area of the Units completed. See Exhibit "B" of Declaration for proposed Schedule of Reallocation of Percentage Interests.

6. Rental of Units/Marketing to Investors. Each of the Units to be constructed in the Project is intended to be sold by Declarant to owner-occupants and the Units shall be used exclusively for residential purposes. Declarant does not intend to rent any of the Units to be constructed in the Project. However, in the event that any Unit or Units can not be sold, Declarant has reserved the right to rent said Units. The Declarant does not intend to market any blocks of Units to investors.

7. Option to Withdraw Real Estate. As set forth above, there is no withdrawal of real estate in connection with this Condominium Project and Declarant has not reserved any option to withdraw any real estate under Section 3206 of the Pennsylvania Uniform Condominium Act.

8. Declaration and Bylaws. The Declaration submits Laurel Hills North Condominium I to the provisions of the Act and contains the designation of Common Elements, Limited Common Elements, Reserved Common Element and the rights of Declarant and the Executive Board of Laurel Hills North Condominium I. The Bylaws set forth the operational procedures of the Executive Board and the Unit Owners' Association of Laurel Hills North Condominium I, the assessment procedure, the Condominium repair and reconstruction mandates and other relevant provisions.

Copies of the following documents are attached to this Public Offering Statement and marked as indicated:

| | |
|------------------------------------------------------|----------------|
| Declaration | Exhibit "I" |
| Amended and Restated Declaration | Exhibit "II" |
| First Amendment to Amended and Restated Declaration | Exhibit "III" |
| Second Amendment to Amended and Restated Declaration | Exhibit "IV" |
| Third Amendment to Amended and Restated Declaration | Exhibit "V" |
| Bylaws | Exhibit "VI" |
| Amended and Restated Bylaws | Exhibit "VII" |
| Plats and Plans-Site Plan | Exhibit "VIII" |
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| Agreement of Sale | Exhibit "XIII" |
| Sample Deed | Exhibit "XIV" |

9. **Management Contracts.** A contract currently exists between the Unit Owners' Association and Property Management, Inc. for the furnishing of management services related to the Condominium and Unit Owners' Association, at a fee currently set at \$12.16 per Unit, subject to increase annually based on the percentage increase in the Consumer Price Index (Philadelphia, all items). The contract was initially for a one year term, with an annual renewal provision.

10. **Agreement of Sale.** Any purchaser desiring to purchase a Unit, together with the Common Elements appurtenant thereto, shall execute a contract for purchase, which said contract for purchase shall be substantially in the form of the Agreement of Sale marked Exhibit "XI" attached hereto.

11. **Projected Annual Budget.** The following three pages contain the Annual Budget for Laurel Hills North Condominium I, covering Buildings A through F prepared by Property Management, Inc. and approved by the Unit Owners' Association, subject to limitations set forth below, the corresponding schedule of Monthly Condominium Fees, and the most recent balance sheet for the Unit Owner's Association. The budgets are based on the assumption that there will be occupancy of the Units listed on the corresponding schedules of Monthly Condominium Fees, and no factor for inflation is used.

The projected expenses set forth in the Annual Budget are based upon actual costs, where available, otherwise upon the best estimate available to Declarant on the date hereof. The total amount identified as Replacement Reserve Fund is that amount, calculated on the basis of fifty (50) Units which would be necessary to provide funds for the replacement of curbs, parking areas, sidewalks, tennis courts and roofs. The Replacement Reserve Fund will be held by the Executive Board in a segregated account and will be invested to insure that when funds are necessary for repairs and replacement in connection with the Project that those funds are available. Further, to provide funds for necessary repairs and replacements Two Hundred (\$200.00) Dollars from each Initial Fee will be paid to the Executive Board to be deposited in the segregated reserve fund. In addition, One Hundred (\$100.00) Dollars of the Initial Fee will be paid to the Executive Board for deposit into the Working Capital Fund which fund is held by

HH&X

LAUREL HILLS CONDOMINIUM ASSN.
1997 BUDGET - CONSOLIDATED

| | JAN | FEB | MAR | APR | MAY | JUNE | JULY | AUG | SEPT | OCT | NOV | DEC | TOTAL | COST/UNIT PER MONTH (39 UNITS) |
|--------------------------|--------|--------|--------|---------|----------|----------|----------|----------|----------|---------|---------|---------|---------|--------------------------------------|
| INCOME | 2,924 | 2,924 | 2,924 | 2,924 | 2,924 | 2,924 | 2,924 | 2,924 | 2,924 | 2,924 | 2,924 | 2,924 | 35,088 | 83.54 |
| HOMEOWNERS FEES | 10,195 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 10,195 | 24.27 |
| SPECIAL ASSESSMENT | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.00 |
| RESERVE FUNDING | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 480 | 1.14 |
| INTEREST INCOME | 13,159 | 2,964 | 2,964 | 2,964 | 2,964 | 2,964 | 2,964 | 2,964 | 2,964 | 2,964 | 2,964 | 2,964 | 45,763 | 108.95 |
| TOTAL INCOME | 45 | 45 | 45 | 45 | 45 | 45 | 45 | 45 | 45 | 45 | 45 | 45 | 540 | 1.29 |
| OPERATING EXPENSES | 445 | 445 | 445 | 445 | 445 | 445 | 445 | 445 | 445 | 445 | 445 | 445 | 5,340 | 12.71 |
| ELECTRICITY | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1.19 |
| MANAGEMENT FEE | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 25 | 300 | 0.71 |
| PROFESSIONAL FEES | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.00 |
| ADMINISTRATIVE EXPENSE | 1,000 | 100 | 700 | 4,080 | 1,030 | 690 | 580 | 510 | 765 | 815 | 0 | 0 | 9,170 | 21.83 |
| GROUNDS & LANDSCAPING | 330 | 335 | 335 | 330 | 335 | 335 | 330 | 335 | 335 | 330 | 335 | 335 | 2,350 | 5.60 |
| SNOW REMOVAL | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.00 |
| REPAIR & MAINTENANCE | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 15,000 | 35.71 |
| PAINTING | 0 | 0 | 958 | 0 | 800 | 7,500 | 0 | 0 | 1,020 | 0 | 0 | 1,020 | 4,815 | 11.46 |
| INSURANCE EXPENSE | 0 | 0 | 115 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 115 | 0.27 |
| FEDERAL INCOME TAXES | 1,845 | 950 | 3,370 | 4,925 | 10,180 | 10,060 | 1,425 | 1,360 | 3,135 | 1,680 | 850 | 2,370 | 42,130 | 100.29 |
| TOTAL OPERATING EXPENSES | 11,314 | 2,014 | (406) | (1,961) | (7,216) | (7,096) | 1,539 | 1,604 | (171) | 1,304 | 2,114 | 594 | 3,833 | 8.66 |
| OPERATING CASH FLOW | 0 | 0 | 0 | 0 | 5,000 | 5,000 | 0 | 0 | 0 | 0 | 0 | 0 | 10,000 | 23.81 |
| ADJUST TO CASH FLOW | 0 | 0 | 0 | 0 | 5,000 | 5,000 | 0 | 0 | 0 | 0 | 0 | 0 | 10,000 | 23.81 |
| ROOF REPAIR | 11,314 | 2,014 | (406) | (1,961) | (12,216) | (12,096) | 1,539 | 1,604 | (171) | 1,304 | 2,114 | 594 | (6,367) | (16.15) |
| TOTAL ADJUSTMENTS | 11,314 | 2,014 | (406) | (1,961) | (12,216) | (12,096) | 1,539 | 1,604 | (171) | 1,304 | 2,114 | 594 | (6,367) | (16.15) |
| NET CASH FLOW | 11,314 | 2,014 | (406) | (1,961) | (12,216) | (12,096) | 1,539 | 1,604 | (171) | 1,304 | 2,114 | 594 | (6,367) | (16.15) |
| CUMULATIVE CASH FLOW | 11,314 | 13,328 | 12,922 | 10,961 | (1,255) | (13,351) | (11,812) | (10,208) | (10,379) | (9,075) | (6,961) | (6,367) | | |

Monthly Assessments based on annual receipts of : \$35,052.00
 Special Assessment based on total receipts of : \$10,200.00

| Unit Address | Unit Type | Square Footage | Percent Interest | Monthly Assess. | Total Special Assess | Special Installment Plan |
|--------------------|-----------|------------------|------------------|-------------------|----------------------|--------------------------|
| 1A Southmont Drive | F | 1,626.70 | 2.35% | 69.00 | 239.00 | 39.83 |
| 1B | B | 1,410.00 | 2.03% | 59.00 | 207.00 | 34.50 |
| 1C | G | 1,707.80 | 2.46% | 72.00 | 251.00 | 41.83 |
| 1D | E | 1,601.30 | 2.31% | 67.00 | 235.00 | 39.17 |
| 1E | C | 1,521.60 | 2.19% | 64.00 | 224.00 | 37.33 |
| 1F | F | 1,627.50 | 2.35% | 69.00 | 239.00 | 39.83 |
| 3A Southmont Drive | F | 1,626.70 | 2.35% | 69.00 | 239.00 | 39.83 |
| 3B | B | 1,410.00 | 2.03% | 59.00 | 207.00 | 34.50 |
| 3C | G | 1,707.80 | 2.46% | 72.00 | 251.00 | 41.83 |
| 3D | G | 1,713.30 | 2.47% | 72.00 | 252.00 | 42.00 |
| 3E | C | 1,521.60 | 2.19% | 64.00 | 224.00 | 37.33 |
| 3F | F | 1,627.50 | 2.35% | 69.00 | 239.00 | 39.83 |
| 5A Southmont Drive | F | 1,626.70 | 2.35% | 69.00 | 239.00 | 39.83 |
| 5B | C | 1,410.00 | 2.03% | 59.00 | 207.00 | 34.50 |
| 5C | E | 1,707.80 | 2.46% | 72.00 | 251.00 | 41.83 |
| 5D | G | 1,601.30 | 2.31% | 67.00 | 235.00 | 39.17 |
| 5E | B | 1,521.60 | 2.19% | 64.00 | 224.00 | 37.33 |
| 5F | F | 1,627.50 | 2.35% | 69.00 | 239.00 | 39.83 |
| 7A Tory Circle | L | 3,205.38 | 4.62% | 135.00 | 471.00 | 78.50 |
| 7B | K | 2,993.51 | 4.32% | 126.00 | 440.00 | 73.33 |
| 7C | M | 3,297.39 | 4.75% | 139.00 | 485.00 | 80.83 |
| 7D | M | 3,297.39 | 4.75% | 139.00 | 485.00 | 80.83 |
| 7E | K | 2,993.51 | 4.32% | 126.00 | 440.00 | 73.33 |
| 7F | L | 3,205.38 | 4.62% | 135.00 | 471.00 | 78.50 |
| 9A Tory Circle | A | 1,384.68 | 2.00% | 58.00 | 204.00 | 34.00 |
| 9B | D | 1,531.65 | 2.21% | 65.00 | 225.00 | 37.50 |
| 9C | D | 1,531.65 | 2.21% | 65.00 | 225.00 | 37.50 |
| 9D | D | 1,531.65 | 2.21% | 65.00 | 225.00 | 37.50 |
| 9E | D | 1,531.65 | 2.21% | 65.00 | 225.00 | 37.50 |
| 9F | A | 1,384.63 | 2.00% | 58.00 | 204.00 | 34.00 |
| 11A Tory Circle | H | 2,552.80 | 3.68% | 108.00 | 375.00 | 62.50 |
| 11B | I | 2,580.10 | 3.72% | 109.00 | 379.00 | 63.17 |
| 11C | J | 2,603.50 | 3.75% | 110.00 | 383.00 | 63.83 |
| 11D | I | 2,574.89 | 3.71% | 108.00 | 379.00 | 63.17 |
| 11E | H | 2,564.87 | 3.70% | 108.00 | 377.00 | 62.83 |
| Totals | | 89,361.33 | 100.00% | \$2,924.00 | \$10,195.00 | \$1,699.17 |

BALANCE SHEET

LAUREL HILLS NORTH CONDOMINIUM ASSOCIATION
LAUREL HILLS NORTH-CONSOLIDATED

As of

MAY 31, 1997

ASSETS:

| | |
|-------------------------------|-----------|
| Cash - Savings | 19,368.12 |
| Cash - Reserve | 1,134.50 |
| Investment - Cert. of Deposit | 10,470.93 |
| Accounts Rec. - Homeowners | 791.87 |

| | |
|--------------|-----------|
| TOTAL ASSETS | 31,765.42 |
|--------------|-----------|

LIABILITIES

TOTAL LIABILITIES

FUND BALANCE:

| | |
|--------------------------|-----------|
| Fund Balance | 26,450.44 |
| Current Year Profit/Loss | 5,314.98 |

| | |
|--------------------|-----------|
| TOTAL FUND BALANCE | 31,765.42 |
|--------------------|-----------|

| | |
|-------------------------------------|-----------|
| TOTAL LIABILITY AND FUND BALANCE | 31,765.42 |
|-------------------------------------|-----------|

the Executive Board in an interest bearing segregated account to meet unforeseen expenditures or to purchase any additional equipment or services.

Declarant, through the Executive Board, has reserved the right in the Declaration to amend the Projected Annual Budget, from time to time, in order to conform to requirements of the Federal National Mortgage Associates or the Federal Home Loan Mortgage Corporation.

12. Initial Fee. Each Purchaser (not Declarant) shall, at the time of closing, pay an Initial Fee to the Unit Owners' Association in the amount of Three Hundred (\$300.00) Dollars. Two Hundred (\$200.00) Dollars of said amount shall be placed in the Reserve Fund, as described above, and the balance thereof, One Hundred (\$100.00) Dollars, shall be placed in the Working Capital Fund as described above. The Initial Fee is non-refundable and no portion of the Initial Fee is repaid to any Unit Owner who sells his, her or their Unit.

13. Existing Liens and Encumbrances. Lot No. 1 is subject to certain conditions and restrictions set forth on Final Subdivision Plan for Laurel Hills North recorded in the Office of the Recorder of Deeds of Cumberland County in Plan Book 54, Page 30. In addition, said Lot No. 1 is subject to rights-of-way to Pennsylvania Power & Light Company, recorded in the Office of the Recorder of Deeds of Cumberland County in Miscellaneous Book 235, Page 232, Miscellaneous Book 59, Page 273 and Miscellaneous Book 59, Page 275.

14. Declarant Financing. No financing is offered by Declarant to any purchaser of any Unit in the Condominium Project. Notwithstanding the foregoing, on a case by case basis, Declarant specifically reserves the right to consider providing financing to a purchaser of a Unit.

15. Warranties. Declarant has constructed the Unit in accordance with good industry practice which insures quality of material and workmanship. As required by the Act, Declarant warrants against structural defects in each Unit and the Common Elements. For purposes of this Paragraph "structural defects" means those defects in components consisting of any Unit or Common Element which require

repair, renovation, alteration or replacement in which either (a) reduce the stability or safety of the structure below acceptable standards, or (b) restrict the normal intended use of all or part of the structure.

The foregoing structural warranty shall not be construed to make Declarant responsible for any items of maintenance relating to the Unit or the Common Elements. The structural warranty described below will expire as follows:

(A) As to Units, the structural warranty begins on the date that the Unit is conveyed to the purchaser and continues for a period of two (2) years thereafter;

(B) As to each Common Element for which Declarant makes this warranty, the warranty begins on the later of (i) the date of completion of such Common Element, or (ii) as to any Common Element within Convertible Real Estate or a portion thereof, the date the first Unit therein is conveyed to a bona fide purchaser and continues for a period of two (2) years thereafter.

EXCEPT AS SET FORTH ABOVE, THERE ARE NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND EXPRESSED OR IMPLIED.

16. **Pending Litigation and Judgments.** As of the effective date of this Public Offering Statement, Declarant knows of no litigation, pending or threatened, which could materially adversely affect the Condominium or the Declarant's ability to convey clear title to each Unit. There are no judgments against Declarant or the Association.

17. **Escrow of Deposits.** Any deposit made in connection with the purchase of a Unit will be held in an escrow account in accordance with the provisions of Section 3408 of the Act (providing for all deposits to be maintained in an escrow account established in Pennsylvania in an institution by a government agency or instrumentality) and will be returned to the Purchaser if the Purchaser cancels the contract pursuant to Section 3406 of the Act.

18. Insurance. The Executive Board maintains insurance to protect the Unit Owners' Association and, to a certain extent, the Unit Owners individually. Each Unit will be covered by a master fire and property damage insurance policy subject to a \$1,000.00 deductible, with limit of liability (including Building F) at \$2,618,000.00 for a single occurrence. The coverage is "all-risk" and the amount shall be as specified in the Bylaws. This coverage will insure fixtures and additions and improvements which are physically attached to Units, but not otherwise insure the personal property belonging to the Unit Owners. Each Unit Owner may obtain, at the Unit Owner's expense, condominium owner's insurance to cover personal property.

The Unit Owners' Association and Unit Owners are insured against liability, arising from ownership or use of the Common Elements with limit of liability at \$3,000,000.00 for a single occurrence. This coverage will not insure Unit Owners against liability arising from an accident or injury occurring within a Unit or liability arising from the act of negligence of the Unit Owner.

The Executive Board shall also maintain fidelity coverage to protect against dishonest acts on the part of officers, Executive Board members or employees, if any, of the Unit Owners' Association. In addition, if the Unit Owners' Association has employees, the Executive Board will also maintain appropriate workers' compensation insurance.

19. Financial Arrangements for Completion of Improvements. Declarant currently has no financial arrangements in place for completion of all improvements labeled "must be built". Declarant has constructed all existing improvements without debt financing.

20. Taxes. Section 3105(b) of the Act, provides that if there is a Unit Owner, other than Declarant, that the Unit, together with the Common Elements appurtenant to the Unit, excluding its Common Element interest in Convertible Real Estate, shall be separately taxed and assessed. The assessed value of the Condominium Units is presently unknown.

21. **Restraints on Alienation.** There are no restraints on alienation (sales, assignment or transfer of a Unit) presently existing on any portion of Laurel Hills North Condominium I. Certain restrictions on the leasing of Units, including a requirement that the minimum term of any lease or sublease shall be ninety (90) days, as set forth in Article IX of the Amended and Restated Declaration.

22. **Common Element Fee.** No fee is to be paid by Unit Owners for the use of Common Elements other than the Monthly Condominium Fee set forth in Paragraph 11 hereof.

23. **Structural Components and Major Utilities.** All structural components and major utilities installed for Building A, Building B and Building C have been installed or completed from September 1, 1988 through February 1, 1989, inclusive. All structural components and major utilities installed for Building D have been installed or completed from January 1, 1990 through June 15, 1990, inclusive. All structural components and major utilities installed for Building E have been installed or completed from January 1, 1990 through January 1, 1992, inclusive. All structural components and major utilities installed for Building F have been installed or completed from January 1, 1990 through December 1, 1995, inclusive. Major utilities consist of underground electric service installed to the specifications of the Pennsylvania Power and Light Company, water service from the Pennsylvania American Water Company via a ductile iron main and copper pipe from main to Unit, and municipal sanitary sewer via polyvinyl chloride mains and laterals. Expected useful life and replacement costs for existing structural components are as follows:

| Replacement | Expected Useful Life (at installation) | Estimated Replacement Cost (current dollars) |
|--------------------|---------------------------------------------------|---------------------------------------------------------|
| Parking | 20 years | \$27,426.00 |
| Sidewalk | 50 years | \$11,937.00 |
| Roof | 25 years | \$119,070.00 |
| Curbs | 50 years | \$14,292.00 |
| Tennis Court | 20 years | \$10,920.00 |

24. Voting Interest. The Voting Interest of each Unit of the Condominium is equal to the Percentage Interest. There are no classes of Voting Interest, and no cumulative or class voting.

25. Tennis Courts. As shown on the First Amendment to Plats and Plans-Site Plan and Second Amendment to Plats and Plans-Site Plan, Declarant has constructed two (2) tennis courts. Declarant may construct on Lot No. 2 through Lot No. 7, Final Subdivision Plan of Laurel Hills North, additional condominium projects. In connection with those projects Declarant intends (not obligated) to construct on Lot No. 2, Lot No. 3, Lot No. 4 and Lot No. 5 additional tennis courts. Declarant has provided in the Declaration and intends (not obligated) to provide in other declarations pertaining to the other condominium projects the right of all Unit Owners to utilize the tennis courts. Declarant believes that this will enhance the availability of tennis courts for all of the Unit Owners in all of the various condominium projects. Further, as provided in the Declaration, there may be a common maintenance agreement among the various unit owners' associations providing that the future maintenance of the tennis courts will be shared by the unit owners' associations based on the number of units in each condominium project as it bears to the total number of condominium units constructed upon all of the lots.

26. Detention Pond. As shown on Final Subdivision Plan for Laurel Hills North, as described above, there is a detention pond located to the north of Lot No. 2 at the southwest intersection of Wertzville Road (PA Route 944) and Penn Street (unopened). Said detention pond contains approximately 1.6196 acres. Declarant has constructed or caused to be constructed within said 1.6196 acre tract a detention pond to facilitate storm water drainage for Lot No. 1 together with all other Lots as shown on the Final Subdivision Plan for Laurel Hills North. Maintenance of said detention pond shall be the obligation of Declarant. Declarant intends to offer said detention pond for dedication to East Pennsboro Township. Maintenance of the detention pond shall not be a common expense.

27. Relocation of Garages and Parking - Subsequent Phases. Declarant has reserved the right to relocate the garages and the off-street parking in Phase V through Phase VII.

28. **Government Approvals and Permits.** Prior to the commencement of construction of each Unit, a building permit and a sewer permit are obtained from East Pennsboro Township. A Certificate of Occupancy from East Pennsboro Township shall be furnished by Declarant at settlement for the purchase of each Unit.

29. **Notices of Violations.** Declarant has received no notice of violation of any governmental regulation.

30. **Hazardous Conditions.** Declarant has no knowledge of any hazardous condition, including contamination affecting the Condominium site by hazardous substances, hazardous waste, or the like, or the existence of underground storage tanks for petroleum products or other hazardous substances. A Phase I Environmental Audit was conducted in 1992 upon real estate owned by Declarant adjoining the Condominium. Declarant has no knowledge of any finding of hazardous condition or action to be taken in the report of any such investigation or by any governmental body, agency, or authority in order to correct any hazardous condition, and any action taken pursuant to those recommendations.

Further information concerning environmental conditions affecting the Condominium site may be obtained from:

Pennsylvania Department of Environmental Protection
Southcentral Region
One Ararat Boulevard
Harrisburg, PA 17110
Telephone: (717) 657-4585

and:

United States Environmental Protection Agency
841 Chestnut Street
Philadelphia, PA 19107
Telephone: (215) 597-9800

THIS PUBLIC OFFERING STATEMENT HAS BEEN PROVIDED PURSUANT TO THE PROVISIONS OF THE PENNSYLVANIA UNIFORM CONDOMINIUM ACT. THIS IS FURNISHED IN AN EFFORT TO PROVIDE INFORMATION TO PROSPECTIVE PURCHASERS, BUT IN NO WAY SHOULD BE CONSTRUED AS THE EXCLUSIVE DOCUMENTATION FOR THE PURCHASE OF A CONDOMINIUM UNIT IN LAUREL HILLS NORTH CONDOMINIUM I. THE DECLARATION, BYLAWS AND PLATS AND PLANS-SITE PLAN, TOGETHER WITH THE AMENDMENTS THEREOF, IF ANY, ARE ATTACHED HERETO, IN COMBINATION WITH THIS PUBLIC OFFERING STATEMENT, TO PROVIDE THE COMPETE DOCUMENTATION THAT A PURCHASER SHOULD BE KNOWLEDGEABLE OF IN COMPLETING OR CONTEMPLATING THE PURCHASE OF A CONDOMINIUM UNIT.

EXHIBIT "II"

AMENDED AND RESTATED DECLARATION

AMENDED AND RESTATED DECLARATION
LAUREL HILLS NORTH CONDOMINIUM I

THIS AMENDED AND RESTATED DECLARATION, made this 15th day of October, 1990, by LAUREL HILLS DEVELOPMENT CORP., a Pennsylvania corporation, having a principal place of business at 744 Wertzville Road, East Pennsboro Township, Cumberland County, Pennsylvania, hereinafter called "Declarant", pursuant to the provisions of Section 3201 of the Pennsylvania Uniform Condominium Act, 68 Pa.C.S.A. § 3201. This Amended and Restated Declaration amends and restates, in its entirety, the Declaration, dated April 4, 1989, recorded in the Office of the Recorder of Deeds of Cumberland County in Miscellaneous Book 362, Page 661.

W I T N E S S E T H:

ARTICLE I

SUBMISSION AND DEFINED TERMS

Section 1.1. Declarant; Property; County; Name. Declarant, owner in fee simple of the real estate described in Exhibit "A", attached hereto, located in East Pennsboro Township, Cumberland County, Pennsylvania, hereby submits the real estate, including all easements, rights and appurtenances thereto and the buildings and improvements erected or to be erected thereon (collectively the "Property") to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa.C.S.A. §§3301 et seq. and hereby creates with respect to the Property a flexible residential condominium, to be known as "Laurel Hills North Condominium I" (hereinafter called "Condominium").

Section 1.2 Easements and Licenses. Included among the easements, rights and appurtenances referred to in Section 1.1 above are the following recorded easements and licenses pertaining to the Property:

(a) Subject to setback lines, easements, rights-of-way and other conditions as set forth on Final Subdivision Plan for Laurel Hills North, dated June 26, 1987, recorded in the Office of the Recorder of Deeds of Cumberland County in Plan Book 54, Page 30.

(b) Subject to the rights of Pennsylvania Power & Light Company as set forth in instrument dated August 10, 1977, recorded in the Office of the Recorder of Deeds of Cumberland County in Miscellaneous Book 235, Page 232; and further subject to the rights of Pennsylvania Power & Light Company pursuant to instruments recorded in the Office of the Recorder of Deeds of Cumberland County in Miscellaneous Book 59, Page 273 and Miscellaneous Book 59 Page 275.

(c) Subject to the rights of East Pennsboro Township as assignee of East Pennsboro Township pursuant to easement recorded in the Office of the Recorder of Deeds of Cumberland County in Miscellaneous Book 168, Page 600; Assignment recorded in the Office of the Recorder of Deeds of Cumberland County in Miscellaneous Book 230, Page 851.

(d) Subject to the rights of Sammons Communications, Inc. as set forth in Miscellaneous Book 346, Page 10.

(e) Subject to the rights of Pennsylvania Power & Light Company and Bell Telephone Company as set forth in Miscellaneous Book 350, Page 427 and Miscellaneous Book 350, Page 708.

(f) Subject to the rights of Pennsylvania American Water Company set forth in Miscellaneous Book 351, Page 1197.

Section 1.3 Defined Terms.

Section 1.3.1 Capitalized Terms. Capitalized terms not otherwise defined herein or in the Plats and Plans have the meanings specified in the Pennsylvania Uniform Condominium Act (the "Act").

Section 1.3.2 Terms Defined in the Act. Terms defined in Section 3103 of the Act and used herein, Bylaws and Plats and Plans shall have the meanings as specified in Section 3103 of the Act or, if not defined in Section 3103, but are used in the Act, such terms shall be defined as used in the Act, unless otherwise defined herein.

Section 1.3.3 Definitions. The following terms are used or defined in general terms in the Act and shall have specific meaning herein as follows:

- (a) "Association" means the Unit Owners' Association of the Condominium.
- (b) "Building" or "Buildings" means any Building or Buildings included in the Property.
- (c) "Common Expenses" means expenditures made or liabilities incurred by or on behalf of the Association, together with any allocation of reserves.
- (d) "Condominium" means the Condominium described in Section 1.1 above.
- (e) "Convertible Real Estate" means portions of the flexible Condominium described in Exhibit "C" within which additional Units and Limited Common Elements may be created. "Convertible Real Estate" shall continue to be Convertible Real Estate as long as Declarant's right to create Units and Limited Common Elements thereon continue to exist.
- (f) "Declarant" means the Declarant, described in Section 1.1 above and all successors to any Special Declarant's Rights.
- (g) "Declaration" means this document, as may be amended from time to time.
- (h) "Executive Board" means the Executive Board of the Association.

- (i) "Limited Common Elements" means any doorsteps, stoops, porches, patios, decks, courtyards, fences, parking spaces, chimneys and all exterior doors, including garage doors, and windows and other fixtures including exterior lighting fixtures, heat pump evaporator/condenser, designed to serve a single Unit, located outside the Unit's boundaries; any chute, flue, chimney, duct, wire, conduit, bearing wall, bearing column or any other fixture lying partially within and partially outside the designated boundaries of the Unit, including the garage, any portion thereof serving only that Unit; and including the "courtyard" area, which is the area between the Building and the garage. Any patio or porch whether covered or enclosed, or both, located within the courtyard or otherwise shall be Limited Common Elements. The aluminum frame of the solarium shall be a Limited Common Element.
- (j) "Percentage Interest" means the undivided ownership interest in the Common Elements appurtenant to each Unit as set forth in Exhibit "B" attached as the same may be amended from time to time. "Percentage Interest" is calculated on the basis of area of any Unit as it bears to the area of all Units constructed.
- (k) "Permitted Mortgage" means a first mortgage to (i) the Declarant; (ii) the seller of a Unit; (iii) a bank, trust company, savings bank, savings and loan association, mortgage service company, insurance company, credit union, pension fund, real estate investment trust or like institutional investor or lender and (iv) any other mortgagee approved by the Executive Board. A holder of a Permitted Mortgage is referred to herein as a "Permitted Mortgagee". Notwithstanding the foregoing, a "Permitted Mortgage" shall also mean a purchase money second mortgage from the seller of a Unit and the holder of the purchase money second mortgage shall be a "Permitted Mortgagee".
- (l) "Person" means a natural person, corporation, partnership, association, trust or other entity or any combination thereof.
- (m) "Plats and Plans" means Plats and Plans-Site Plan, as the same may be amended from time to time. Plats and Plans-Site Plan is recorded in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania, in Plan Book **61**, Page **102**. Amendments to Plats and Plans shall be recorded by the Declarant, from time to time, which said amendments shall be recorded in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania.

- (n) "Property" means the Property described in Section 1.1 above.
- (o) "Purchaser" means any person, other than Declarant, who by means of a voluntary transfer acquires a legal or equitable interest in a Unit other than a leasehold interest (including renewal options) of less than five (5) years or as security for an obligation.
- (p) "Reserved Common Elements" means portions of the Common Elements, if any, designated in this Declaration or designated by the Executive Board as such from time to time.
- (q) "Unit" means a Unit, including the detached garage, as described herein and in the Plats and Plans.
- (r) "Unit Owner" means a person who owns a Unit or a person to whom ownership of a Unit has been conveyed. "Unit Owner" does not include a person having an interest in the Unit solely as security for an obligation.
- (s) "Unit Owners' Association" means the organization of the Unit Owners pursuant to Section 3301 of the Act.

Section 1.3.4 Provisions of the Act. The provisions of the Act shall apply to and govern the operation and governance of the Condominium, except to the extent that contrary provisions, not prohibited by the Act, are contained in this Declaration, the Bylaws or Plats and Plans.

ARTICLE II

ALLOCATION OF PERCENTAGE INTEREST, VOTES AND COMMON EXPENSE LIABILITY; UNIT IDENTIFICATION AND BOUNDARIES; MAINTENANCE RESPONSIBILITIES

Section 2.1 Percentage Interest. Attached as Exhibit "B" hereto is a list of all Units, including detached garages, by their Identifying Numbers and the Percentage Interest appurtenant to each Unit. Said Percentage Interest is based on the area of the Units and any Units located in Convertible Real Estate as the area of each specific Unit bears to the total area of all Units constructed. Declarant reserves the right to modify the area of Units to be constructed. The Common Element interest and Common Expense liability for the Units in the Convertible Real Estate will be allocated to those Units in accordance with the formula used for the initial allocation.

Section 2.2 Votes and Common Expense Liability. Each Unit shall be allocated the number of votes in the Association equal to the Percentage Interest in the Common Elements as specified in Section 2.1 and Exhibit "B". Voting strength and Common Expense liability shall be as set forth in Exhibit "B" and shall be reallocated from time to time in accordance with this Declaration. Upon completion of any additional Units in Convertible Real Estate, the Percentage Interest in the Common Elements, relative voting strength in the Association and share of Common Expense liability of each Unit will be decreased as shown on Exhibit "B".

Section 2.3 Unit Boundaries. Each Unit consists of the space within the following boundaries:

- (a) Upper and Lower (Horizontal) Boundaries: The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the vertical boundaries.
 - (1) Upper Boundary. The horizontal plane of the upper surface of the plasterboard ceiling of the first or second floor of the Unit, as applicable; the interior side of the glass of the solarium, if any; for the Units having basements the upper boundary shall be the horizontal plane of the bottom surface of the floor joists.
 - (2) Lower Boundary. The horizontal plane of the top surface of the unfinished floor of the first floor or the basement floor, if applicable.
- (b) Vertical Boundaries: The vertical boundaries of the Unit shall be the vertical planes, extended to an intersection with the upper and lower boundaries, of the Unit-side surface of the exterior walls which do not separate the Unit from any other Unit, including front and back exterior walls, and of the center line of the party walls which separate the Unit from other Units. With regard to the Unit-side surface of the exterior wall, this shall include the lath, wallboard, plasterboard, plaster, paint, tiles, wallpaper, as applicable, but shall not include the studs, exterior sheathing, insulation and the exterior finish of the exterior wall. The interior side of the glass of the solarium, if any, shall be the Unit boundary; the aluminum frame for the solarium shall be a Common Element. The exterior walls of all Buildings shall be Common Elements.
- (c) Storage Area. The storage area, if any, above the second floor of the Unit shall be a Limited Common Element.
- (d) Fireplaces and Chimneys. Fireplaces shall be part of the Unit. That portion of the chimney, if any, of each Unit below the upper boundary shall be part of the Unit. That portion of the chimney above the upper boundary shall be a Limited Common Element.
- (e) Detached Garage Boundaries. The detached garage, which forms a part of each Unit, shall consist of the space within the following boundaries:
 - (1) Upper and Lower (Horizontal) Boundaries: The upper and lower boundaries of the garage shall be the following boundaries extended to an intersection with the vertical boundaries:
 - (i) Upper Boundary: The horizontal plane of the bottom surface of the roof trusses of the garage.
 - (ii) Lower Boundary: The horizontal plane of the top surface of the unfinished concrete floor slab of the garage.
 - (2) Vertical Boundaries: The vertical boundaries of the garage shall be the vertical planes, extended to an intersection with the upper and lower

boundaries, of the inside surface of the exterior walls which do not separate the garage from any other garage, including the front and back exterior walls, and the center line of the part walls which separate the garage from other garages. With regard to the inside surface of the exterior wall, this shall include the lath, wallboard, plaster board, plaster, paint, as applicable, but shall not include the studs, exterior sheathing, insulation and the exterior finish of the exterior wall. The exterior wall of all Buildings, including the Buildings containing the garage portion of the Unit, shall be and remain Common Elements.

- (3) Storage Area: The storage area above the garage shall be a Limited Common Element.

Section 2.4 Maintenance Responsibilities. Notwithstanding the ownership of various portions of the Common Elements and the Units, including the detached garage, by virtue of the foregoing boundary descriptions, the Unit, including detached garage and Common Elements shall be maintained and repaired by each Unit Owner and by the Association in accordance with the provisions of Section 3307 of the Act, except as expressly set forth to the contrary herein. Maintenance, repair and replacement of Limited Common Elements, except assigned parking spaces, shall be the responsibility of the Unit Owner. Maintenance and care of the lawn and plantings in the "courtyard", being a Limited Common Element, situate between the Building containing the Unit and the Building containing the garage or the fenced area in front of each Unit, shall be the responsibility of the Unit Owner. Maintenance (to include, but not limited to, snow removal) of the assigned parking spaces, even though Limited Common Elements, shall be the responsibility of the Association.

Section 2.5 Relocation of Unit Boundaries; Subdivision and Conversion of Units. Relocation of boundaries between Units and subdivision or conversion of Units shall not be permitted. No Units may be created by subdivision or conversion of Units owned by Declarant pursuant to Section 3215 of the Pennsylvania Uniform Condominium Act unless this Declaration is amended. Declarant may modify the area of any existing Unit or any Unit to be constructed in Convertible Real Estate.

ARTICLE III

DESCRIPTION, ALLOCATION AND RESTRICTION OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section 3.1 Limited Common Elements. Portions of the Common Elements are designated on the Plats and Plans and in the Declaration as "Limited Common Elements." These portions of the Common Elements include, without limitation, the chimneys above the upper boundary and the area designated as courtyards, being the area between the Building containing Units and the Building containing garages. Maintenance responsibility for the chimneys above the upper boundary and the "courtyards" shall be as set forth in Section 2.4 hereof.

Section 3.2 Limited Common Element - Parking Spaces. As set forth on Plats and Plans there are parking spaces located on the Property. Some parking spaces are designated as Limited Common Elements and are assigned, pursuant to Exhibit "D"

attached hereto and made part hereof, to specific Units and said assigned parking spaces shall be for the exclusive use for the Unit to which the parking space is assigned. Unassigned parking spaces shall be Common Elements and shall be used to accommodate parking for visitors, business invitees and other guests of various Unit Owners.

Section 3.3 Common Element - Tennis Court. As shown on Plats and Plans-Site Plan there is a proposed tennis court to be constructed on the Property. The tennis court is designated as "Need Not Be Built". If Declarant elects to construct the tennis court, the tennis court may be used by unit owners of other condominium units to be constructed by Declarant in the general vicinity of the Property. Declarant intends to provide in the declaration of the other condominium projects, if constructed, that the Unit Owners of Laurel Hills North Condominium I shall have a reciprocal right to use the tennis court to be constructed in connection with those condominium projects. With respect to future maintenance of the tennis court and the other tennis courts to be constructed in connection with other condominium projects and detention pond area, a maintenance agreement will be entered into by the Unit Owners' Association and the unit owners' association of the other condominium projects which shall provide that maintenance of the tennis court, if constructed, shall be shared by each Association based on the number of units in each condominium project as they bear to the total number of units constructed or to be constructed.

Section 3.4 Designation of Reserved Common Elements. Declarant has not designated any portion of the Property as Reserved Common Elements, but does reserve the right to do so in Convertible Real Estate, if necessary. Declarant may construct basements in one or more of the Buildings to be constructed upon one or more parcels of Convertible Real Estate. If the basements are constructed they will be designated as Reserved Common Elements and shall be exclusively for the Unit built above said basement.

ARTICLE IV

EASEMENTS

Section 4.1 Easements. In addition to and in supplementation of the easements provided for by Section 3216, Section 3217 and Section 3218 of the Pennsylvania Uniform Condominium Act, the following easements are hereby created:

Section 4.1.1 Declarant's Use for Sales Purposes. Declarant shall have the right to maintain sales offices, management offices and models throughout the Property, including Unit or Units and Common Elements. Declarant reserves the right to place models, management offices and sales offices on any portion of the Property, including Common Elements and Units, in such number, of such size and such location as Declarant deems appropriate. Declarant may from time to time relocate models, management offices and sales offices to a different location within Common Elements. The easement hereby created shall include the right of Declarant to use an existing Unit or Units, to include future Units under construction for the foregoing purposes. Declarant shall not construct any separate building for the purpose of creating sales offices, management offices and models. The number of Units under construction or completed that can be used for the foregoing purpose at any time shall not exceed two (2). The size of any model, sales office and management office shall be the same size as a Unit or Units under construction as designated on the Plats and Plans. The models maintained by Declarant shall be Units owned by Declarant and not within the Common

Elements. Declarant shall have the right to maintain signs on the Common Elements advertising the sale or rental of Units provided that such signs comply with applicable governmental requirements and Declarant may, from time to time, relocate such signs.

Section 4.1.2 Utility Easements. The Units and Common Elements shall be, and are hereby made subject to easements in favor of Declarant, appropriate utility and service companies and governmental agencies or authorities for such utilities and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created in this Section 4.1.2 shall include, without limitation, right of Declarant, or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and water pipes, sewer and drain lines, television cable, telephone wires and electrical wires, conduit and equipment and ducts and vents over, under, through, along and on the Units and Common Elements. Notwithstanding the foregoing provision of Section 4.1.2, unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities as existed at the time of the first conveyance of the Unit by Declarant, or so as not to materially interfere with the use or occupancy of the Unit by its occupant.

Section 4.1.3 Declarant Easement to Correct Drainage. Declarant reserves an easement on, over and under those portions of the Limited Common Elements and the Common Elements not located within a Building for the purpose of maintaining and correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created by this Section 4.1.3 expressly includes the right to cut any trees, bushes, shrubbery, to grade the soil, or to make any other actions reasonably necessary, following which Declarant shall restore the affected property as closely to its original condition as practicable.

Section 4.1.4 Declarant Easement for Development of Convertible Real Estate. Declarant reserves an easement on, over and under this portion of the Common Elements not located in a Building which contains Units, for all purposes relating to the construction, development, leasing and sale of improvements on Convertible Real Estate. This easement shall include, without limitation, the right of vehicular and pedestrian ingress, egress, the right to park motor vehicles and to engage in construction and marketing activities of any nature whatsoever, including the movement and storage of building materials and equipment, the conduct of sales, leasing and management activities, the maintenance of models and offices and erection and maintenance of directional and promotional signs. Declarant's right to maintain models and offices on the Property under Section 4.1.4 is subject to the limitation the Declarant may not maintain within the Common Elements more than two (2) models or offices pertaining to the current activities within the Convertible Real Estate. Any such model or office may not be larger than the largest Unit. Such models or offices maintained by Declarant pursuant to this Section 4.1.4 may be located on any portion of the Property. The easement created by this Section shall continue until the seventh (7th) anniversary of the recording of this Declaration.

Section 4.1.5 Access Easement. The Common Elements (other than Limited Common Elements) shall be and are hereby made subject to an easement in favor of the Unit Owners and their invitees, employees, tenants and servants, the Association and the agents and employees of the Association for access, egress and ingress over, through

and across each portion thereof. Each Unit Owner, their invitees, employees, tenants and servants are hereby granted a perpetual right and easement of access, egress and ingress to and from each Unit Owner's Unit, together with the detached garage.

Section 4.1.6 Association Easement. The Common Elements (including, but not limited to, the Limited Common Elements) shall be and are hereby made subject to an easement in favor of the Association and the agents, employees and independent contractors thereof for the purpose of inspection, upkeep, maintenance, repair and replacement of the Common Elements (including, but not limited to, the Limited Common Elements).

Section 4.1.7 Structural Easement. To the extent necessary, each Unit shall have an easement for structural support to every other Unit in each building, the Common Elements and Limited Common Elements, and each Unit and the Common Elements shall be subject to an easement for structural support in favor of every other Unit in the Building, the Common Elements and Limited Common Elements.

Section 4.1.8 Easement from Encroachments. Pursuant to Section 3216 of the Act, to the extent that any Unit or Common Elements, to include Limited Common Elements, encroaches on any other Unit or Common Element, to include Limited Common Elements, a valid easement for encroachment exists.

Section 4.1.9 Nature of Easements. All easements created in this Article IV, except the easement created in Section 4.1.1, shall be perpetual easements and shall run with the land.

ARTICLE V

AMENDMENT OF DECLARATION

Section 5.1 Amendment Generally. This Declaration may be amended only in accordance with the procedures specified in Section 3219 of the Pennsylvania Uniform Condominium Act, the other Sections of that Act referred to in Section 3219 therefor and the expressed provisions of this Declaration. Declarant reserves the right, without the consent of any Unit Owner or permitted mortgagee, to amend this Declaration for the purpose of creating additional Units and Common Elements within Convertible Real Estate parcels as set forth in Article VI and for the purpose of conforming to the requirements, as the same may be changed from time to time, of the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, or both, in order to obtain project acceptance. Amendments of a material nature may be adopted only by vote or agreement of Unit Owners of Units to which at least sixty-seven (67%) percent of the votes in the Association are allocated and at least fifty-one (51%) percent of the votes of Permitted Mortgagees. A change to the Declaration to any of the following will be considered material:

- (a) Voting rights.
- (b) Assessments, assessment liens or the priority of assessment liens.
- (c) Reserves for maintenance, repair and replacement of Common Elements.
- (d) Responsibility of maintenance and repairs.
- (e) Reallocation of interest in the Common Elements or Limited Common Elements or rights to their use, except reallocation of Percentage Interest in the Common Elements in connection with the creation of additional Units and Limited Common Elements within Convertible Real Estate parcels as set forth in Article VI.

- (f) Redefinition of any Unit boundaries.
- (g) Convertibility of Units into Common Elements or Common Elements into the Units, except Declarant's right to create additional Units and Limited Common Elements within Convertible Real Estate parcels as set forth in Article VI.
- (h) Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium, except Declarant's right to create additional Units within Convertible Real Estate parcels as set forth in Article VI.
- (i) Insurance or fidelity bond.
- (j) Leasing of Units.
- (k) Imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit.
- (l) Restoration and repair of the Condominium (after hazard damage or partial condemnation) in a manner other than specified in the Declaration and the Act.
- (m) Any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs.
- (n) Any provision of the Declaration or Bylaws, or both, that expressly benefits Permitted Mortgagees, insurers or guarantors.

Section 5.1.1 Termination. When Units Owners are considering termination of the legal status of the Condominium for reasons other than substantial destruction or condemnation of the Property, Permitted Mortgagees that represent at least sixty-seven (67%) percent of the votes of the mortgaged Units must agree, in writing.

Section 5.1.2 Notice to Permitted Mortgagees. The Executive Board shall provide at least thirty (30) days prior written notice to all Permitted Mortgagees of any proposed amendment to the Declaration which amendments are of a material nature and each Permitted Mortgagee shall, within thirty (30) days after the Permitted Mortgagee receives prior notice of said proposal either approve or disapprove the proposed amendment. Notice of the proposed amendment shall be forwarded to each Permitted Mortgagee by registered or certified mail, return receipt requested. If the Permitted Mortgagee shall fail to respond within thirty (30) days after receipt of notice of the proposal (as evidenced by the return receipt) then the Permitted Mortgagee shall be deemed to have approved the proposed amendment.

Section 5.2 Granting of Certain Easements. The granting of easements for public utilities or other public purposes consisted with the intended use of the Common Elements shall not be deemed a transfer within the meaning of this Article.

ARTICLE VI

OPTION TO EXPAND -- CONVERTIBLE REAL ESTATE - DECLARANT'S RIGHT TO RELOCATE DETACHED GARAGES AND PARKING AREAS

Section 6.1 Reservation. Declarant hereby expressly reserves options until the seventh (7th) anniversary from the date of the recording of the initial Declaration, April 6, 1989, to convert all or any portion of the Convertible Real Estate to Units, Limited Common Elements, Reserved Common Elements or any combination thereof from time to time in compliance with Section 3211 of the Act without the consent of any Unit

Owner or Permitted Mortgagee on any Unit. The option to convert may be terminated prior to such anniversary only upon the filing of an amendment to this Declaration by Declarant. Declarant expressly reserves the right to convert any or all the portions of the Convertible Real Estate at any time, at different times, and in any order without limitations, provided, however, that the Convertible Real Estate shall not exceed the area designated on the Plats and Plans and the area as described on Exhibit "C" hereto. There are no other limitations on the option to convert.

Section 6.2 Assurances. If the Convertible Real Estate is converted, the Buildings to be constructed within Convertible Real Estate shall be located approximately as shown on the First Amendment to Plats and Plans-Site Plan, as the same may be further amended, from time to time. At such time as the Convertible Real Estate is completely converted, the maximum number of Units in Convertible Real Estate shall not exceed thirty-two (32) Units and the maximum number of Units in the Condominium shall not exceed fifty (50) Units. The maximum percentage of the aggregate floor area of all Units (including detached garages) that may be created within Convertible Real Estate is ninety-five (95%) percent. All Units are restricted exclusively for residential use. Any Building to be constructed within the Convertible Real Estate and Units therein will be compatible in quality of construction, principal materials employed in construction, size and architectural style with the Buildings and Units in other portions of the Property. All restrictions in this Declaration affecting use, occupancy and alienation of Units will apply to Units created within the Convertible Real Estate. No assurances are made as to what order Buildings will be constructed within Convertible Real Estate. Location of any Buildings or other improvements within Convertible Real Estate are shown on Plats and Plans attached. No assurances are made as to any other improvements and Limited Common Elements made or created within the Convertible Real Estate, nor the proportion of Limited Common Elements to Units therein. The reallocation of Percentage Interest, relative voting strength and Common Expense liability for each Unit within the Convertible Real Estate and the Property, shall be computed as required by Section 2.1, Section 2.2 and as set forth on Exhibit "B", which may be amended from time to time to reflect Convertible Real Estate.

Section 6.3 Modification of Area of Units. Declarant specifically reserves the right to modify the area of any Unit constructed or to be constructed in Convertible Real Estate, by enlarging or decreasing the size of the Unit. Any expanded Unit shall be accurately reflected in Amendments to Plats and Plans to be recorded after the completion of additional Units in Convertible Real Estate.

Section 6.4 Relocation of Garages and Parking. Declarant specifically reserves the right to relocate detached garages and off-street parking areas in connection with the construction of Building D, Building E, Building F, Building G, Building H and Building I. This right shall include the right to modify the Plats and Plans to show the new location of detached garages and off-street parking areas.

ARTICLE VII

USE RESTRICTIONS

Section 7.1 Use and Occupancy of Units and Common Elements. The occupancy and use

of the Units and Common Elements, including Limited Common Elements, shall be subject to the following restrictions:

- (a) No Unit shall be used for any other purpose other than a private dwelling for the Unit Owner or Owners and his, her or their immediate family or by a person or person's immediate family to whom the Unit Owner has leased the Unit, subject to the provisions of this Declaration and Bylaws.
- (b) No professional business or home occupation of any nature shall be permitted even if accessory to main residential use of the Unit.
- (c) No Unit Owner nor any occupant of any Unit shall permit or suffer anything to be done or kept upon the Property which will increase the rate of insurance on the Property or the contents thereof, or which will interfere with the rights of the other Unit Owners, annoy them with unreasonable noises or otherwise, nor will any Unit Owner or occupant of any Unit commit or permit any nuisance or commit or suffer any immoral or illegal act to be committed in or on the Property.
- (d) Each Unit Owner shall maintain his, her or their Unit, including the detached garage and the "courtyard", in good conditions, order and repair at the Unit Owner's expense.
- (e) No Unit Owner or any occupant of any Unit shall display, hang, store or use any sign or articles whatsoever outside the Unit, except the use of items of personal property shall be permitted within the courtyard.
- (f) Drapes, curtains or shades will be permitted in accordance with the Rules and Regulations established by the Executive Board.
- (g) No Unit Owner may paint, decorate or otherwise alter or modify in any way the exterior of the Building, including, without limitations, the front door of the Unit and the exterior door of the detached garage; or install outside of the Unit any canopy, awning, covering, shutter, radio or television antenna, or other structure or addition of any kind whatsoever without the prior written consent of the Executive Board.
- (h) Trash, garbage and other waste shall be maintained in receptacles located in the courtyard or in the detached garage. No article of personal property belonging to any Unit Owner or otherwise shall be stored in the Common Elements or Limited Common Elements, except grills, patio furniture and the like may be stored in the courtyard.

- (i) The Common Elements shall be used only for the furnishing of services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the Units. Unit Owners or occupants of Units shall not place or cause to be placed in the public walkways, parking lots or other Common Elements, any furniture, packages or objects of any kind. Common Elements are not to be used as play areas for children of Unit Owners or for children of occupants of Units or for children of guests or invitees.
- (j) Unit Owners or occupants of Units shall park their vehicles in the detached garages and in the assigned parking space appurtenant to each Unit. Each Unit, whether occupied by Unit Owners or other occupants, shall not have more vehicles than can be stored at one time in the detached garage and in the assigned parking space. Storing of operational or non-operational vehicles within the Common Elements, to include the designated visitors parking spaces, is prohibited. In addition, storage of non-operational vehicles within the assigned parking space for each Unit is prohibited. Boats, recreational vehicles, trailer and the like shall be stored in the detached garages and storage of boats, recreational vehicles, trailers and the like in the Common Elements, to include designated visitors parking area, and the Limited Common Element, to include the assigned parking space, is prohibited.
- (k) No animals or poultry of any kind other than domestic household pets shall be kept and maintained on any part of the Property or in any Unit. Dogs and cats may not be kept, bred or maintained for any commercial use or purpose. Permitted domestic household pets must be controlled so that they do not disturb other occupants of the Building or Property. Permitted household pets may not be outside Units or courtyards except when they are on a leash and accompanied by a person. Household pets must reside in the Unit (not the detached garage). Household pets may not permanently reside in the courtyard.
- (l) No signs, other than "For Sale" or "For Lease" signs having an area of less than three (3) square feet, shall be erected on the Property, except for the Declarant's rights to maintain directional and promotional signs set forth in Section 4.1.1 and Section 4.1.4 hereof.
- (m) All exterior planting (including flowers) and landscaping in the Common Elements shall be in accordance with Rules and Regulations promulgated by the Executive Board. This restriction does not apply to courtyards.

- (n) The Executive Board may from time to time promulgate Rules and Regulations, not in conflict with provisions of this Declaration, concerning the use and enjoyment of the Property, subject to the right of the Unit Owners' Association to change such Executive Board Rules and Regulations. Copies of the then-current Executive Board Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners and occupants by the Executive Board promptly after the adoption of such Executive Board Rules and Regulations or any amendments thereto.

ARTICLE VIII

MORTGAGES

Section 8.1. Permitted Mortgages. A Unit Owner, other than Declarant or the Executive Board, may not voluntarily encumber or subject his or its Unit to any lien, other than the lien of a Permitted Mortgage. All such Permitted Mortgages and the obligations secured thereby shall be deemed to provide, generally, that the Permitted Mortgage and the rights and obligations of the parties thereto shall be subject to the terms and conditions of the Act and this Declaration and shall be deemed to provide specifically, but not limited to, that the Permitted Mortgagee shall have no right (a) to participate in the adjustment of losses with insurers or in the decision as to whether or how to repair or restore damage to or destruction to the Property, (b) to receive or apply the proceeds of insurance to the reduction of mortgage debt or otherwise, except in the event and to the extent of a distribution thereof to Unit Owners upon the happening of either a termination or of insurance proceeds being received in excess of the cost of repair or restoration, or (c) to accelerate the mortgage debt or to have any other remedies by virtue of waste or alleged waste or other condition occurring anywhere on the property other than within the affected Unit, and the obligation secured shall be prepayable, without penalty, upon the happening of any termination as aforesaid. No Unit Owner shall deliver any mortgage, or any obligation to be secured thereby, unless it has first notified the Executive Board of the name and address of the proposed mortgagee and of the amount of the debt proposed to be so secured. When such a Permitted Mortgage is delivered to the Permitted Mortgagee, the Unit Owners shall simultaneously provide executed or conformed copies to the Executive Board. Upon receipt of such copy of a Permitted Mortgage, the Secretary of the Executive Board shall instruct the insurer of the property to add the name of the Permitted Mortgagee to the Mortgagee Loss Payable provision of the hazard insurance policy covering the Property and to provide such Permitted Mortgagee with a Certificate of Insurance showing that the Permitted Mortgagee's name has been so added. To the extent that the provision of any Permitted Mortgage shall be inconsistent with the requirements of this Article or the Act, said provision shall not be enforceable against the Unit Owner or Unit Owners, Declarant or the Association. The lien of said mortgage shall not be affected but only the inconsistent provision shall be unenforceable; all other provisions of said mortgage shall be effective and the lien of said mortgage shall be unimpaired. The Secretary shall maintain a register of such Permitted Mortgages, showing the names and addresses of the Permitted Mortgagees and the amount secured thereby.

ARTICLE IX

LEASING

Section 9.1 Restrictions. A Unit Owner may lease or sublease his Unit (but not less than his entire Unit, including the detached garage) at any time and from time to time provided that (except for a lease or sublease made by [i] Declarant or [ii] a Permitted Mortgagee which is either in possession or is a purchaser at judicial sale): (1) no Unit may be leased or subleased for transient or motel purposes or for any initial term of less than ninety (90) days; (2) no Unit may be leased or subleased without a written lease or sublease; (3) no detached garage may be separately leased; (4) a copy of such lease or sublease shall be furnished to the Executive Board within ten (10) days after execution thereof; and (5) the rights of any lessee or sublessee of the Unit shall be subject to, and each such lessee and sublessee shall be bound by, the covenants, conditions and restrictions set forth in the Declaration, Bylaws and Rules and Regulations and default shall constitute a default under the lease or sublease; provided, however, that the foregoing shall not impose any direct liability on any lessee or sublessee of a Unit to pay any annual or special Common Expense Assessments on behalf of the Owner of that Unit.

ARTICLE X

BUDGETS; COMMON EXPENSES; ASSESSMENTS AND APPORTIONMENT

Section 10.1 Budget and Monthly Payments. The annual budget of the Association shall be adopted in accordance with the Bylaws. All Common Expense annual assessments shall be due and payable in equal monthly installments, in advance, on the first business day of each month. Special assessments, shall be assessed in accordance with the Bylaws, and shall be due and payable in equal monthly installments, in advance, on the first business day of each month, during such period of time as established by the Executive Board.

Section 10.2 Subordination of Certain Charges. Any fees, charges, late charges, fines and interest which may be levied by the Executive Board pursuant to Section 3302(a)(10), (11) and (12) of the Act shall be subordinated to the liens of a Permitted Mortgage on a Unit.

ARTICLE XI

RIGHTS OF PERMITTED MORTGAGEES

Section 11.1 Reports and Notices. Upon the specific written request of a holder of a Permitted Mortgage on a Unit or its servicer to the Executive Board, the Permitted Mortgagee shall be entitled to receive some or all of the following as designated in the request:

- (a) Copies of budgets, notice of assessment, or any other notices or statements provided under this Declaration by the Executive Board to the Owner of the Unit covered by the mortgage;

- (b) Any audited or unaudited financial statements of the Executive Board which were prepared for the Executive Board and distributed to Unit Owners;
- (c) Copies of notice of meetings of the Unit Owners and the right to be present at any such meetings by a designated representative;
- (d) Notice of the decision of the Unit Owners to make any material amendment to this Declaration.
- (e) Notice of substantial damage to or destruction of any Unit, in excess of \$5,000.00 or any part of the Common Elements, in excess of \$10,000.00;
- (f) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Property;
- (g) Notice of any default of the Owner of the Unit which is the subject of the mortgage, where such default is not cured by the Unit Owner within thirty (30) days after the giving of notice by the Association to the Unit Owner of the existence of the default;
- (h) The right to examine the books and records of the Executive Board at any reasonable time;
- (i) Notice of any decision by the Executive Board to hire professional management of the Property.

The request of the Permitted Mortgagee or its servicer shall specify which of the above items it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Executive Board. The Executive Board shall not be required to inquire into the validity of any request made by a Permitted Mortgagee hereunder and in the event of multiple requests pertaining to the same Unit, the Executive Board shall honor the most recent request received.

Failure to comply with the requirements set forth above shall in no way invalidate the otherwise proper action of the Association and the Executive Board.

ARTICLE XII

DECLARANT'S RIGHTS

Section 12.1 Control.

- (a) Until the sixtieth (60th) day after conveyance of twenty-five (25%) percent of the Units to Unit Owners other than Declarant, not less than twenty-five (25%) percent of the Executive Board shall be elected by Unit Owners other than Declarant.

- (b) Not later than sixty (60) days after conveyance of fifty (50%) percent of the Units to Unit Owners other than Declarant, not less than thirty-three and one-third (33 1/3%) percent of the members of the Executive Board shall be elected by Unit Owners other than Declarant.
- (c) Not later than the earlier of (i) five (5) years after the date of the recording of the Declaration, or (ii) one hundred twenty (120) days after seventy-five (75%) percent of the Units are conveyed to Unit Owners other than Declarant, all members of the Executive Board shall resign and the Unit Owners (including Declarant to the extent of Units owned by Declarant) shall elect a new five (5) member Executive Board, at least a majority of whom must be Unit Owners.
- (d) In determining whether the period of Declarant's control has terminated pursuant to Section 12.1(c) of whether Unit Owners other than Declarant are entitled to elect members of the Executive Board under Section 12.1(a) and Section 12.1(b), the percentage of Units conveyed shall be that percentage which would have been conveyed if all Units Declarant has built or reserved the right to build in this Declaration were included in the Condominium.
- (e) Declarant shall have the right as set forth in Section 6.4 to relocate the detached garages and parking areas as specified therein.

Section 12.2 Additional Declarant's Rights. Notwithstanding any other provisions herein or in the Bylaws for so long as Declarant continues to own any of the Units, the following provisions shall be deemed to be in full force and effect, none of which shall be construed so as to relieve Declarant of any obligation as a Unit Owner to pay assessments as to each Unit owned by Declarant in accordance with this Declaration and the Bylaws after conveyance of Unit as herein provided.

- (a) Declarant shall have the right at any time to sell, transfer, lease, sublease or relet any Unit which Declarant continues to own after this Declaration has been recorded, without regard to any restrictions relating to sale, transfer, lease or form of lease, contained herein or in the Bylaws and without the consent or approval of the Executive Board or any other Unit Owner being required.
- (b) Declarant shall have the right to transact on the property any business necessary to consummate the sale or leasing of Units, including, but not limited to, the right to maintain sales offices, management offices, models, display signs and to use the Common Elements, as herein provided in Section 4.1.1 and Section 4.1.4.

- (c) During the period of time in which the Building and Units are under construction by Declarant and not completed, no Assessments or Common Expenses shall be made against Declarant as the Owner of Units which have not been completed until the completion thereof and the first Unit in any Building has been sold and title thereto transferred to a third party purchaser.
- (d) Declarant shall have the right to modify the area of Units constructed or Units to be constructed and shall have the rights to reallocate the Percentage Interest based on the area of the Units.

Section 12.3 Transfer of Declarant's Rights. Declarant reserves the right pursuant to Section 3304 of the Act to transfer Declarant's rights.

ARTICLE XIII

MISCELLANEOUS

Section 13.1 Invalidity. The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration and, in such event, all other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

Section 13.2 Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 13.3 Initial Fee. Each Unit Owner (not Declarant) shall, at the time of closing, pay an Initial Fee to the Association in the amount of Three Hundred (\$300.00) Dollars. Two Hundred (\$200.00) Dollars of said amount shall be paid to the Reserve Fund which shall be held in a segregated account by the Association for the purpose of replacements of improvements to the Common Elements and those Limited Common Elements that the Association is obligated to maintain. One Hundred (\$100.00) Dollars, shall be used by the Executive Board to establish a Working Capital Fund to meet unforeseen expenditures, to purchase additional equipment or services. The Executive Board shall maintain the Working Capital Fund in a segregated account. While Declarant is in control Declarant may not use any of the Working Capital Fund to defray Declarant's expenses, reserve contributions or construction costs or to make up any budget deficits.

Section 13.4 Detention Pond. As shown on Final Subdivision Plan for Laurel Hills North, as described above, there is a detention pond located to the north of Lot No. 2 at the southwest intersection of Wertzville Road (PA Route 944) and Penn Street (unopened). Said detention pond contains approximately 1.6196 acres. Declarant has constructed or caused to be constructed within said 1.6196 acre tract a detention pond to facilitate storm water drainage for Lot No. 1 together with all other lots as shown on the Final Subdivision Plan for Laurel Hills North. Declarant shall, at Declarant's expense, maintain said detention pond and Declarant specifically reserves the right, without the approval of any Unit Owner or the Association, to offer the detention pond for dedication to East Pennsboro Township.

Section 13.5 Unit Owners' Rights and Duties. Each Unit Owner shall be subject to all rights and duties assigned to Unit Owners under this Declaration, Bylaws and the Act. Declarant, as owner of any unsold Units in the Condominium, shall also enjoy all rights of a Unit Owner and shall assume all obligations of Unit Owner as those rights and duties relate to each individual unsold Unit.

Section 13.6 Gender. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural and vice versa, whenever the context so requires.

Section 13.7 Eminent Domain. In the event of the taking of all or a part of a Unit or Common Element, the provisions of Section 3107 of the Act shall govern.

Section 13.8 Termination of Condominium. Termination of the Condominium shall be accordance with the provisions of Section 3220 of the Act.

IN WITNESS WHEREOF, the said Laurel Hills Development Corp., by its duly authorized officers, have hereunto caused this Declaration to be executed the day and year first above written.

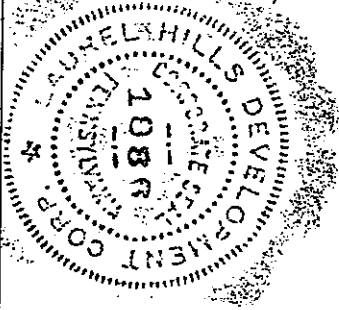
LAUREL HILLS DEVELOPMENT CORP.

By: Donald E. Miska (SEAL)
President

ATTEST:

Jerry Duffey
Secretary

(CORPORATE SEAL)



ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF CUMBERLAND :

On this, the 15th day of October, 1990, before me, the undersigned officer, personally appeared DONALD E. MESKE, who acknowledged himself to be the President of Laurel Hills Development Corp., a 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.

Karen P. Fedder

Notary Public

NOTARIAL SEAL
KAREN P. FEDDER, NOTARY PUBLIC
BERWICK BOROUGH, COLUMBIA COUNTY
MY COMMISSION EXPIRES JUNE 24, 1991

Member, Pennsylvania Association of Notaries



EXHIBIT "A"

DESCRIPTION OF THE PROPERTY

ALL THAT CERTAIN lot or parcel of real estate situate in East Pennsboro Township, Cumberland County, Pennsylvania, being more particularly bounded and described as follows:

BEGINNING at a point on the southern legal right-of-way line of Wertzville Road (PA Route 944) at the northeast corner of lands now or formerly of Otis E. Erb; thence along the southern legal right-of-way line of Wertzville Road (PA Route 944) North 86 degrees 48 minutes 48 seconds East a distance of 232.98 feet to a point at the northwest intersection of Wertzville Road (PA Route 944) and Southmont Drive; thence by a curve to the right having a radius of 25 feet a distance of 39.27 feet to a point on the western legal right-of-way line of Southmont Drive; thence along the western legal right-of-way line of Southmont Drive South 03 degrees 11 minutes 12 seconds East a distance of 463.48 feet to a point at the northwest intersection of Southmont Drive and Southmont Circle; thence along the western legal right-of-way line of Southmont Drive and extending to the northern legal right-of-way line of Southmont Circle by a curve to the right having a radius of 12 feet a distance of 18.85 feet to a point; thence continuing along the northern legal right-of-way line of Southmont Drive South 86 degrees 48 minutes 48 seconds West a distance of 120.66 feet to a point; thence continuing along the northern legal right-of-way line of Southmont Drive and extending along the western legal right-of-way line of Southmont Drive by a curve to the left having a radius of 175 feet a distance of 321.46 feet to a point; thence along the western legal right-of-way line of Southmont Circle South 18 degrees 26 minutes 00 seconds East a distance of 109.16 feet to a point at the northeast intersection of Ridgemont Drive and Southmont Circle; thence continuing along the same by a curve to the right having a radius of 12 feet a distance of 18.85 feet to a point on the northern legal right-of-way line of Ridgemont Drive; thence along the northern legal right-of-way line of Ridgemont Drive South 71 degrees 34 minutes 00 seconds West a distance of 263.00 feet to a point on the eastern line of lands now or formerly of F. M. & T. Sgrignoli; thence along the eastern line of lands now or formerly of F. M. & T. Sgrignoli North 18 degrees 26 minutes 00 seconds West a distance of 593.00 feet to a point on the southern line of lands now or formerly of Michael R. and Shirley G. Warner; thence along the southern line of lands now or formerly of Michael R. and Shirley G. Warner and extending along the southern line of lands now or formerly of Michael I. and Linda A. Gilbert and continuing along the southern line of lands now or formerly of John C. Taylor and extending along the southern line of lands now or formerly of John H. Powley and Mary L. Powley and continuing along the southern line of lands now or formerly of Otis E. Erb North 72 degrees 41 minute 00 seconds East a distance of 416.10 feet to a point at the southeast corner of lands now or formerly of Otis E. Erb; thence along the eastern line of lands now or formerly of Otis E. Erb North 03 degrees 54 minutes 00 seconds East a distance of 238.84 feet to a point on the southern legal right-of-way line on Wertzville Road (PA Route 944), the point and place of BEGINNING.

CONTAINING 7.7991 acres.

EXHIBIT "A"

BEING Lot No. 1, Final Subdivision Plan for Laurel Hills North, recorded in the Office of the Recorder of Deeds of Cumberland County in Plan Book 54, Page 30.

BEING PART OF THE SAME premises which Mid-State Development, Inc., by its Deed dated December 22, 1986, recorded in the Office of the Recorder of Deeds of Cumberland County in Deed Book J, Volume 32, Page 967, granted and conveyed unto Laurel Hills Development Corp., Declarant herein.

BOOK 388 PAGE 864

EXHIBIT "A"

EXHIBIT "B"

PERCENTAGE INTEREST IN COMMON ELEMENTS
AND
SCHEDULE OF REALLOCATION

Building A (Existing)

| <u>Unit Identifying Number</u> | <u>Area of Unit (including detached garage)</u> | <u>Percentage Interest</u> |
|--------------------------------|-----------------------------------------------------|----------------------------|
| A-1/A-1-G | 1,626.7 square feet | 3.42% |
| A-2/A-2-G | 1,410.0 square feet | 2.96% |
| A-3/A-3-G | 1,707.8 square feet | 3.59% |
| A-4/A-4-G | 1,601.3 square feet | 3.36% |
| A-5/A-5-G | 1,521.6 square feet | 3.20% |
| A-6/A-6-G | 1,627.5 square feet | 3.42% |

Total Building Area: 9,494.9 square feet

Building B (Existing)

| <u>Unit Identifying Number</u> | <u>Area of Unit (including detached garage)</u> | <u>Percentage Interest</u> |
|--------------------------------|-----------------------------------------------------|----------------------------|
| B-7/B-7-G | 1,626.7 square feet | 3.42% |
| B-8/B-8-G | 1,410.0 square feet | 2.96% |
| B-9/B-9-G | 1,707.8 square feet | 3.59% |
| B-10/B-10-G | 1,713.3 square feet | 3.61% |
| B-11/B-11-G | 1,521.6 square feet | 3.20% |
| B-12/B-12-G | 1,627.5 square feet | 3.42% |

Total Building Area: 9,606.9 square feet

Building C (Existing)

| <u>Unit Identifying Number</u> | <u>Area of Unit (including detached garage)</u> | <u>Percentage Interest</u> |
|--------------------------------|-----------------------------------------------------|----------------------------|
| C-13/C-13-G | 1,626.7 square feet | 3.42% |
| C-14/C-14-G | 1,410.0 square feet | 2.96% |
| C-15/C-15-G | 1,707.8 square feet | 3.59% |
| C-16/C-16-G | 1,601.3 square feet | 3.36% |
| C-17/C-17-G | 1,521.6 square feet | 3.20% |
| C-18/C-18-G | 1,627.5 square feet | 3.42% |

Total Building Area: 9,494.9 square feet

Building D

| <u>Unit Identifying Number</u> | <u>Area of Unit (including detached garage)</u> | <u>Percentage Interest</u> |
|--------------------------------|-----------------------------------------------------|----------------------------|
| D-19/D-19-G | 3,205.38 square feet | 6.73% |
| D-20/D-20-G | 2,993.51 square feet | 6.29% |
| D-21/D-21-G | 3,297.39 square feet | 6.93% |
| D-22/D-22-G | 3,297.39 square feet | 6.93% |
| D-23/D-23-G | 2,993.51 square feet | 6.29% |
| D-24/D-24-G | 3,205.38 square feet | 6.73% |

Total Building Area: 18,992.56 square feet

**Building E (NEED NOT BE BUILT)*
CRE II**

| <u>Unit Identifying Number</u> | <u>Area of Unit (including detached garage)</u> | <u>Percentage Interest</u> |
|--------------------------------|-----------------------------------------------------|----------------------------|
| E-25/E-25-G | 1,827.90 square feet | 3.21% |
| E-26/E-26-G | 1,808.98 square feet | 3.18% |
| E-27/E-27-G | 2,037.04 square feet | 3.58% |
| E-28/E-28-G | 1,808.98 square feet | 3.18% |
| E-29/E-29-G | 1,827.90 square feet | 3.21% |

Total Building Area (Proposed): 9,310.8 square feet

*When Building E is completed, an amendment to Plats and Plans and the Declaration (this Exhibit) will be recorded and the Percentage Interest for all existing Units will be reallocated substantially as follows:

| <u>Unit Identifying Number</u> | <u>Percentage Interest</u> |
|--------------------------------|----------------------------|
| A-1/A-1-G | 2.86% |
| A-2/A-2-G | 2.48% |
| A-3/A-3-G | 3.00% |
| A-4/A-4-G | 2.82% |
| A-5/A-5-G | 2.67% |
| A-6/A-6-G | 2.86% |
| B-7/B-7-G | 2.86% |

| | |
|-------------|-------|
| B-8/B-8-G | 2.48% |
| B-9/B-9-G | 3.00% |
| B-10/B-10-G | 3.01% |
| B-11/B-11-G | 2.67% |
| B-12/B-12-G | 2.86% |
| C-13/C-13-G | 2.86% |
| C-14/C-14-G | 2.48% |
| C-15/C-15-G | 3.00% |
| C-16/C-16-G | 2.82% |
| C-17/C-17-G | 2.67% |
| C-18/C-18-G | 2.86% |
| D-19/D-19-G | 5.63% |
| D-20/D-20-G | 5.26% |
| D-21/D-21-G | 5.80% |
| D-22/D-22-G | 5.80% |
| D-23/D-23-G | 5.26% |
| D-24/D-24-G | 5.63% |

**Building F (NEED NOT BE BUILT)*
CRE III**

| <u>Unit Identifying Number</u> | <u>Area of Unit (including detached garage)</u> | <u>Percentage Interest</u> |
|--------------------------------|-----------------------------------------------------|----------------------------|
| F-30/F-30-G | 1,827.90 square feet | 2.76% |
| F-31/F-31-G | 1,808.98 square feet | 2.73% |
| F-32/F-32-G | 2,037.04 square feet | 3.08% |
| F-33/F-33-G | 1,808.98 square feet | 2.73% |
| F-34/F-34-G | 1,827.90 square feet | 2.76% |

Total Building Area (Proposed): 9,310.8 square feet

*When Building F is completed, an amendment to Plats and Plans and the Declaration (this Exhibit) will be recorded and the Percentage Interest for all existing Units will be reallocated substantially as follows:

| <u>Unit Identifying Number</u> | <u>Percentage Interest</u> |
|--------------------------------|----------------------------|
| A-1/A-1-G | 2.46% |
| A-2/A-2-G | 2.13% |
| A-3/A-3-G | 2.58% |
| A-4/A-4-G | 2.41% |
| A-5/A-5-G | 2.30% |
| A-6/A-6-G | 2.46% |
| B-7/B-7-G | 2.46% |
| B-8/B-8-G | 2.13% |
| B-9/B-9-G | 2.58% |

| | |
|-------------|-------|
| B-10/B-10-G | 2.59% |
| B-11/B-11-G | 2.30% |
| B-12/B-12-G | 2.46% |
| C-13/C-13-G | 2.46% |
| C-14/C-14-G | 2.13% |
| C-15/C-15-G | 2.58% |
| C-16/C-16-G | 2.41% |
| C-17/C-17-G | 2.30% |
| C-18/C-18-G | 2.46% |
| D-19/D-19-G | 4.84% |
| D-20/D-20-G | 4.52% |
| D-21/D-21-G | 4.98% |
| D-22/D-22-G | 4.98% |
| D-23/D-23-G | 4.52% |
| D-24/D-24-G | 4.84% |
| E-25/E-25-G | 2.76% |
| E-26/E-26-G | 2.73% |
| E-27/E-27-G | 3.08% |
| E-28/E-28-G | 2.73% |
| E-29/E-29-G | 2.76% |

**Building G (NEED NOT BE BUILT)*
CRE IV**

| <u>Unit Identifying Number</u> | <u>Area of Unit (including detached garage)</u> | <u>Percentage Interest</u> |
|--------------------------------|-----------------------------------------------------|----------------------------|
| G-35/G-35-G | 1,827.90 square feet | 2.42% |
| G-36/G-36-G | 1,808.98 square feet | 2.40% |
| G-37/G-37-G | 2,037.04 square feet | 2.70% |
| G-38/G-38-G | 1,808.98 square feet | 2.40% |
| G-39/G-39-G | 1,827.90 square feet | 2.42% |

Total Building Area (Proposed): 9,310.8 square feet

*When Building G is completed, an amendment to Plats and Plans and the Declaration (this Exhibit) will be recorded and the Percentage Interest for all existing Units will be reallocated substantially as follows:

| <u>Unit Identifying Number</u> | <u>Percentage Interest</u> |
|--------------------------------|----------------------------|
| A-1/A-1-G | 2.15% |
| A-2/A-2-G | 1.87% |
| A-3/A-3-G | 2.26% |
| A-4/A-4-G | 2.12% |

| | |
|-------------|-------|
| A-5/A-5-G | 2.01% |
| A-6/A-6-G | 2.16% |
| B-7/B-7-G | 2.15% |
| B-8/B-8-G | 1.87% |
| B-9/B-9-G | 2.26% |
| B-10/B-10-G | 2.27% |
| B-11/B-11-G | 2.01% |
| B-12/B-12-G | 2.16% |
| C-13/C-13-G | 2.15% |
| C-14/C-14-G | 1.87% |
| C-15/C-15-G | 2.26% |
| C-16/C-16-G | 2.12% |
| C-17/C-17-G | 2.01% |
| C-18/C-18-G | 2.15% |
| D-19/D-19-G | 4.24% |
| D-20/D-20-G | 3.96% |
| D-21/D-21-G | 4.37% |
| D-22/D-22-G | 4.37% |
| D-23/D-23-G | 3.96% |
| D-24/D-24-G | 4.24% |
| E-25/E-25-G | 2.42% |
| E-26/E-26-G | 2.40% |
| E-27/E-27-G | 2.70% |
| E-28/E-28-G | 2.40% |
| E-29/E-29-G | 2.42% |
| F-30/F-30-G | 2.42% |
| F-31/F-31-G | 2.40% |
| F-32/F-32-G | 2.70% |
| F-33/F-33-G | 2.40% |
| F-34/F-34-G | 2.42% |

Building H (NEED NOT BE BUILT) *
CRE V

| <u>Unit Identifying Number</u> | <u>Area of Unit (including detached garage)</u> | <u>Percentage Interest</u> |
|--------------------------------|-----------------------------------------------------|----------------------------|
| H-40/H-40-G | 1,827.90 square feet | 2.11% |
| H-41/H-41-G | 1,808.98 square feet | 2.08% |
| H-42/H-42-G | 2,037.04 square feet | 2.34% |
| H-43/H-43-G | 2,037.04 square feet | 2.34% |
| H-44/H-44-G | 1,808.98 square feet | 2.08% |
| H-45/H-45-G | 1,827.90 square feet | 2.11% |

Total Building Area (Proposed): 11,347.84 square feet

*When Building H is completed, an amendment to Plats and Plans and the Declaration (this Exhibit) will be recorded and the Percentage Interest for all existing Units will be reallocated substantially as follows:

Unit Identifying NumberPercentage Interest

| | |
|-------------|-------|
| A-1/A-1-G | 1.87% |
| A-2/A-2-G | 1.62% |
| A-3/A-3-G | 1.97% |
| A-4/A-4-G | 1.84% |
| A-5/A-5-G | 1.75% |
| A-6/A-6-G | 1.87% |
| B-7/B-7-G | 1.87% |
| B-8/B-8-G | 1.62% |
| B-9/B-9-G | 1.97% |
| B-10/B-10-G | 1.98% |
| B-11/B-11-G | 1.75% |
| B-12/B-12-G | 1.87% |
| C-13/C-13-G | 1.87% |
| C-14/C-14-G | 1.62% |
| C-15/C-15-G | 1.97% |
| C-16/C-16-G | 1.84% |
| C-17/C-17-G | 1.75% |
| C-18/C-18-G | 1.87% |
| D-19/D-19-G | 3.69% |
| D-20/D-20-G | 3.45% |
| D-21/D-21-G | 3.80% |
| D-22/D-22-G | 3.80% |
| D-23/D-23-G | 3.45% |
| D-24/D-24-G | 3.69% |
| E-25/E-25-G | 2.11% |
| E-26/E-26-G | 2.08% |
| E-27/E-27-G | 2.34% |
| E-28/E-28-G | 2.08% |
| E-29/E-29-G | 2.11% |
| F-30/F-30-G | 2.11% |
| F-31/F-31-G | 2.08% |
| F-32/F-32-G | 2.34% |
| F-33/F-33-G | 2.08% |
| F-34/F-34-G | 2.11% |
| G-35/G-35-G | 2.11% |
| G-36/G-36-G | 2.08% |
| G-37/G-37-G | 2.34% |
| G-38/G-38-G | 2.08% |
| G-39/G-39-G | 2.11% |

The following parking spaces are hereby assigned to the Units in Building D which are located in the vicinity of said Building D:

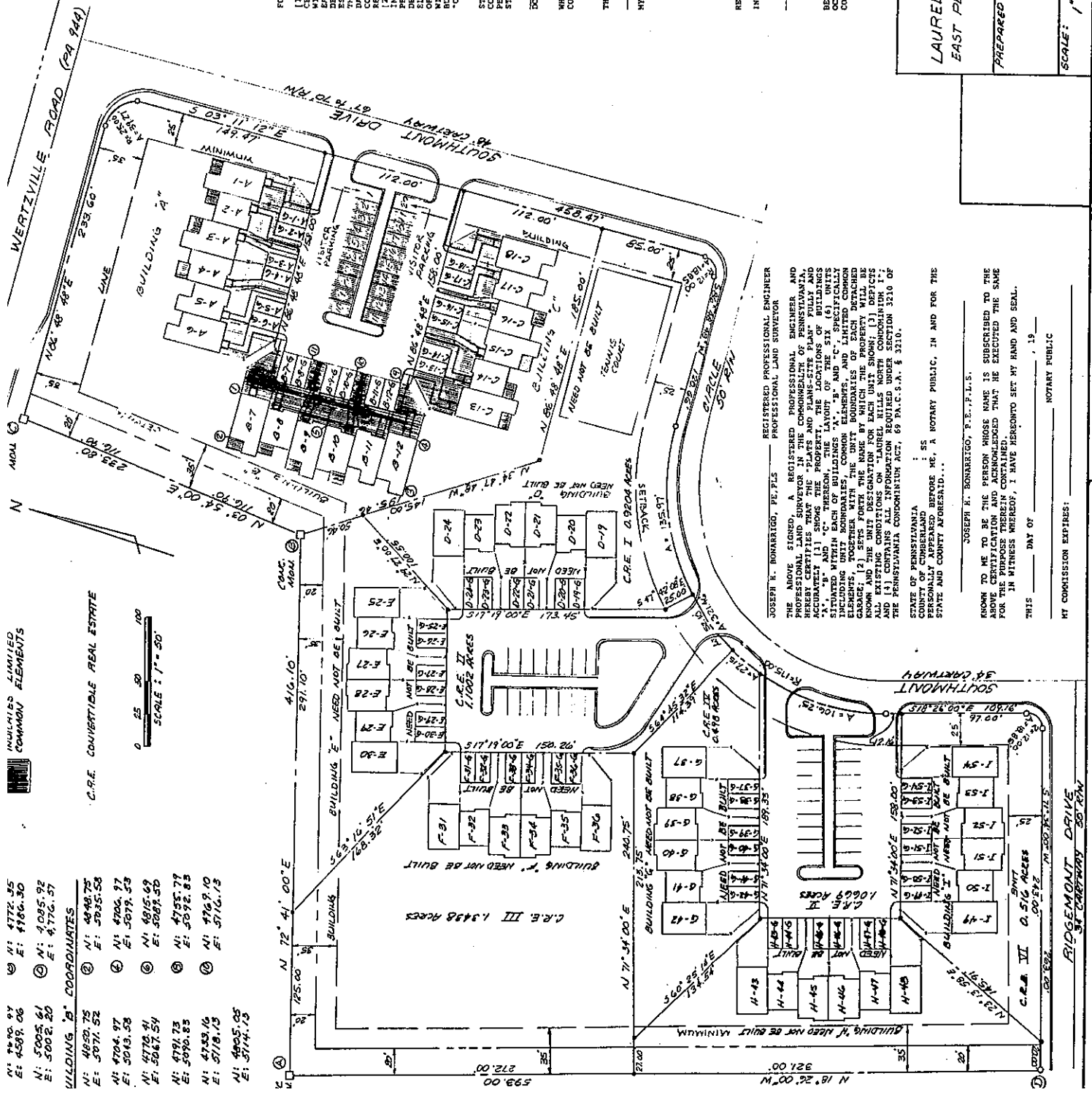
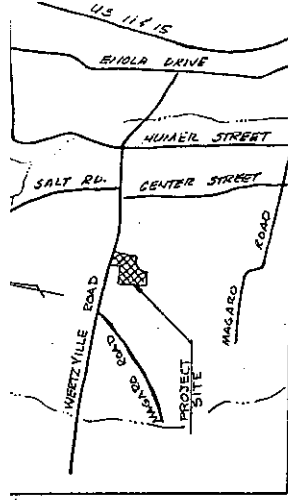
| <u>Unit Identifying Number</u> | <u>Parking Space Number</u> |
|--------------------------------|-----------------------------|
| D-19/D-19-G | 1 and 2 |
| D-20/D-20-G | 3 and 4 |
| D-21/D-21-G | 6 and 7 |
| D-22/D-22-G | 9 and 10 |
| D-23/D-23-G | 11 and 12 |
| D-24/D-24-G | 13 and 14 |

Parking Space No. 5 and Parking Space No. 8 are not assigned by any specific Unit within Building D but are reserved for visitor parking.

Declarant specifically reserves the right, in connection with the construction of all Units Building E and all Units within Building F to assign, by amendment to this Exhibit "D", parking spaces to each of the Units constructed within said Building. Further, Declarant reserves the right in connection with the construction of Building G, Building H and Building I to assign, by an amendment to this Exhibit "D", the parking spaces for each Unit to be constructed within each Building.

EXHIBIT "VIII"

PLATS AND PLANS - SITE PLAN



INCLUSES LIMITED
COMMON ELEMENTS

C.R.E. CONVERTIBLE REAL ESTATE

0 50 100
SCALE: 1" = 50'

- N: 4722.95
E: 4587.06
- N: 5005.61
E: 5002.20
- N: 4085.99
E: 4776.57
- N: 4820.75
E: 5071.52
- N: 4704.97
E: 5014.98
- N: 4770.41
E: 5087.50
- N: 4755.77
E: 5092.85
- N: 4783.16
E: 5118.13
- N: 4605.05
E: 5114.13

STATE OF PENNSYLVANIA
COUNTY OF CUMBERLAND
PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC, IN AND FOR THE
STATE AND COUNTY AFORESAID...

DONALD E. HESKE, PRESIDENT LAUREL HILLS DEVELOPMENT CORP.

WHO ACKNOWLEDGES THIS PLAN TO BE THE ACT AND DEED OF SAID
CORPORATION AND DESIRES THE SAME TO BE RECORDED AS SUCH.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND SEAL
THIS _____ DAY OF _____, 19____

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

THE OWNER OF THE LAND HEREINAFTER SET FORTH DECLARES AS
FOLLOWS:

(1) THAT TITLE IS OWNED IN FEE SIMPLE BY THE DECLARANT TO THAT
CERTAIN TRACT OF LAND (HEREINAFTER CALLED THE PROPERTY) LOCATED IN
PENNSBORO TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA,
DESCRIBING THE SAME AS FOLLOWS: TO-WIT: THE TRACT OF LAND
ESTABLISHING "LAUREL HILLS NORTH CONDOMINIUM", AND SUBDIVIDING
THE SAID (HEREINAFTER CALLED "PLATS AND PLANS-SITE PLAN")
CONDOMINIUM INTO 197 UNITS, EXECUTED, ACKNOWLEDGED AND RECORDED
IN RECORD BOOK NO. 17070, PAGE 38.

(2) DECLARANT DESIRES "PLATS AND PLANS - SITE PLAN" BE RECORDED
IN RECORD BOOK NO. 17070, PAGE 38, AND FOR THE PURPOSE OF
PENNSYLVANIA PURSUANT TO THE RECORD OF DEEDS OF CUMBERLAND COUNTY,
DECLARANT HEREBY CERTIFIES THAT THE SAID "PLATS AND PLANS-SITE PLAN"
DECLARATION FOR THE PURPOSE OF CREATING UNITS, LIMITED COMMON
ELEMENTS, RESERVED COMMON ELEMENTS, IF ANY, AND FOR THE PURPOSE
WITHIN THE TITLE LINES FOR THE SIX (6) CONDOMINIUM UNITS
BUILDING "B" AND THE SIX (6) CONDOMINIUM UNITS WITHIN
BUILDING "C". THIS _____ DAY OF _____, 19____

JOSEPH R. BONARRIGO, P.E., P.L.S.
REGISTERED PROFESSIONAL ENGINEER
AND
PROFESSIONAL LAND SURVEYOR

THE ABOVE SIGNED A REGISTERED PROFESSIONAL ENGINEER AND
PROFESSIONAL LAND SURVEYOR HEREBY CERTIFIES THAT THE "PLATS AND PLANS-SITE PLAN" FULLY AND
ACCURATELY SHOWS THE PROPERTY, THE LOCATIONS OF BUILDINGS
SITUATED WITHIN EACH OF BUILDINGS "A", "B", AND "C" AND THE
INCLUDING UNIT BOUNDARIES, COMMON ELEMENTS, AND LIMITED COMMON
ELEMENTS TOGETHER WITH THE UNIT BOUNDARIES OF EACH DETACHED
KNOWN AND THE UNIT DESIGNATIONS FOR EACH UNIT WITHIN BUILDING "B"
AND (4) CONTAINS ALL INFORMATION REQUIRED UNDER SECTION 3210 OF
THE PENNSYLVANIA CONDOMINIUM ACT, 69 P.S. § 3210.

STATE OF PENNSYLVANIA
COUNTY OF CUMBERLAND
PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC, IN AND FOR THE
STATE AND COUNTY AFORESAID...

JOSEPH R. BONARRIGO, P.E., P.L.S.

KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE
ABOVE CERTIFICATION AND ACKNOWLEDGED THAT HE EXECUTED THE SAME
FOR THE PURPOSE THEREIN CONTAINED.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND SEAL.
THIS _____ DAY OF _____, 19____

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

RECORDED THIS _____ DAY OF _____, 19____
IN PLAN BOOK _____ PAGE _____

RECORDED THIS _____ DAY OF _____, 19____
IN PLAN BOOK _____ PAGE _____

RECORD NO. 17070, PAGE 38, CONTAINING 7,799.16 SQUARE FEET OF LAND CONTAINING 17070 SQUARE FEET.

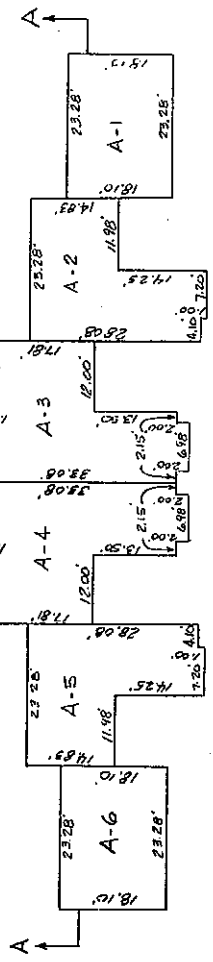
LAUREL HILLS NORTH CONDOMINIUM I
EAST PENNSBORO TOWNSHIP, CUMBERLAND COUNTY, PA.

PREPARED BY: PAUL E. BRADY & ASSOC., INC.
1909 BRADY STREET, PA. 17070
NEW CUMBERLAND, PA. 17070

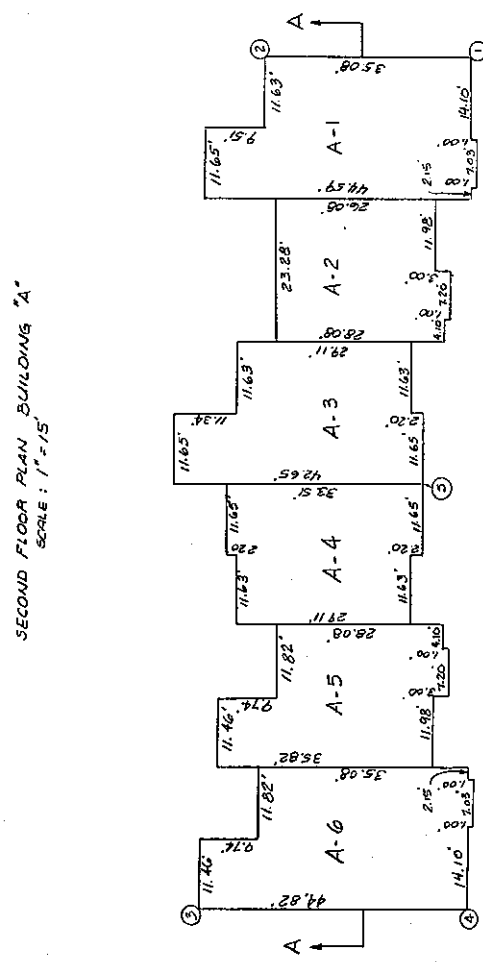
DATE: MARCH 21, 1989
SHEET 1 OF 5

BUILDING A COORDINATES

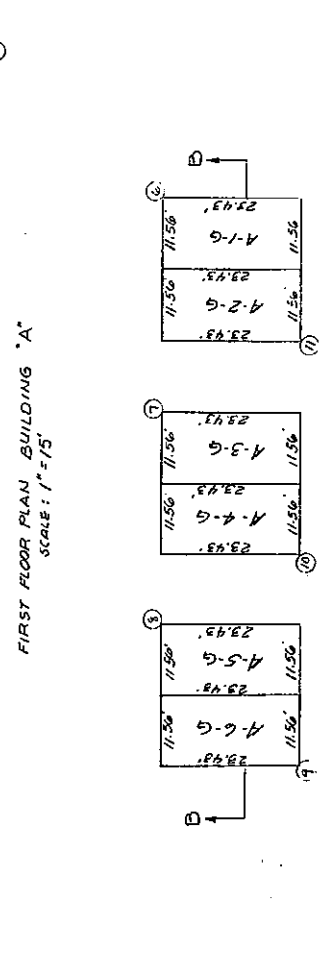
- ① N: 4,884.11 E: 5,238.93
- ② N: 4,820.05 E: 5,236.92
- ③ N: 4,824.03 E: 5,112.98
- ④ N: 4,874.10 E: 5,015.15
- ⑤ N: 4,888.09 E: 5,104.59
- ⑥ N: 4,864.80 E: 5,215.95
- ⑦ N: 4,864.77 E: 5,177.71
- ⑧ N: 4,862.79 E: 5,143.70
- ⑨ N: 4,937.50 E: 5,121.54
- ⑩ N: 4,834.50 E: 5,157.28
- ⑪ N: 4,841.50 E: 5,175.22



SECTION A-A BUILDING "A"
SCALE: 1"=15'



SECOND FLOOR PLAN BUILDING "A"
SCALE: 1"=15'



FIRST FLOOR PLAN BUILDING "A"
SCALE: 1"=15'

CERTIFICATE OF SUBSTANTIAL COMPLETION FOR BUILDING "A"

THE UNDERSIGNED, JOSEPH H. BONARRIGO, A REGISTERED PROFESSIONAL ENGINEER, LAND SURVEYOR AND ARCHITECT, HAS EXAMINED THE RECORDS OF THE ENGINEERING AND ARCHITECTURAL FIRMS AND THE PROVISIONS OF SECTION 3201 (B) PENNSYLVANIA UNIFORM CONDOMINIUM ACT, C.S.A. 3201(B) HEREBY CERTIFIES THAT ALL STRUCTURAL COMPONENTS AND MECHANICAL SYSTEMS OF BUILDING "A" AS SHOWN ON THIS PLATS AND PLANS ARE SUBSTANTIALLY COMPLETED IN ACCORDANCE WITH THE PLATS AND PLANS.

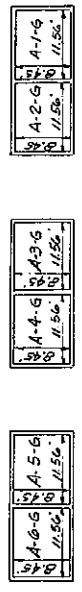
THIS CERTIFICATE OF COMPLETION EXECUTED THIS _____ DAY OF _____, 19____.

JOSEPH H. BONARRIGO, PE, PS
COUNTY OF CUMBERLAND : SS

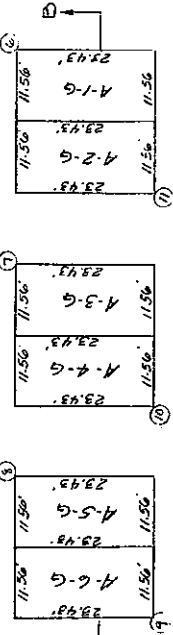
ON THIS NOTARY PUBLIC DAY IN THE COMMONWEALTH OF PENNSYLVANIA, 19____, BEFORE ME A NOTARY PUBLIC, JOSEPH H. BONARRIGO, PE, PS, KNOWN TO BE OR SEEN BY ME, HAS APPEARED AND REQUESTED THAT I EXECUTE THIS CERTIFICATE OF COMPLETION ON THE CERTIFICATE OF COMPLETION CONTAINED THEREIN. I HEREBY CERTIFY THAT HE HAS EXECUTED THE SAME FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND SEAL.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC



SECTION D-B BUILDING "A" GARAGES
SCALE: 1"=15'

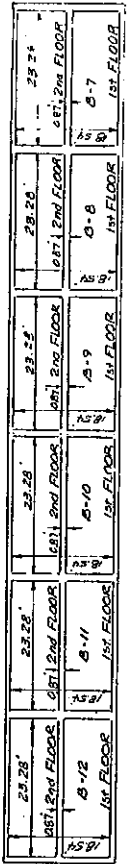


BUILDING "A" GARAGES
SCALE: 1"=15'

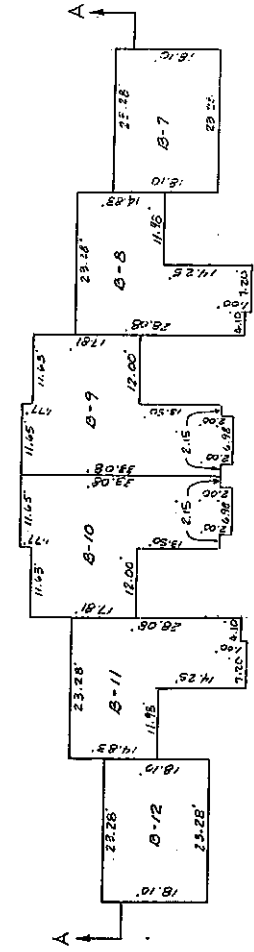
PLATS AND PLANS - SITE PLAN
LAUREL HILLS NORTH CONDOMINIUM I
EAST PENNSYLVANIA TOWNSHIP, CUMBERLAND COUNTY, PA

PREPARED BY: PAUL E. GORF & ASSOC., INC.
1309 BAYVIEW STREET, PA 17070
NEW CUMBERLAND, PA

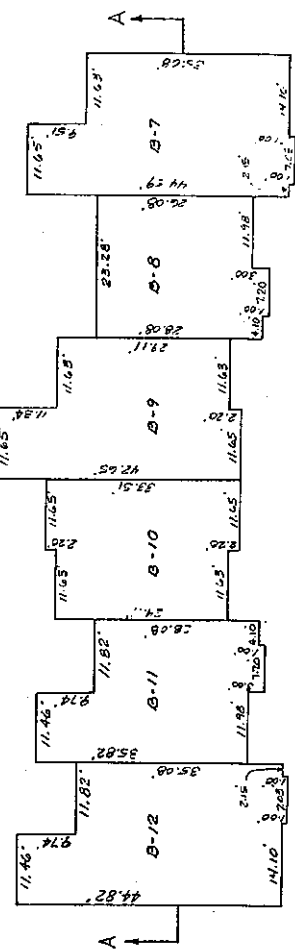
SCALE: 1"=15' DATE: MARCH 21, 1989 SHEET 2 OF 5



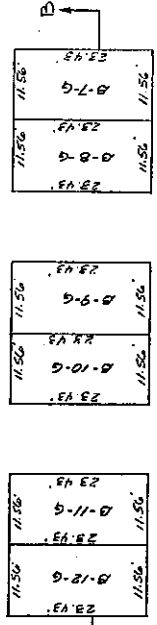
SECTION A-A BUILDING "B"
SCALE: 1" = 15'



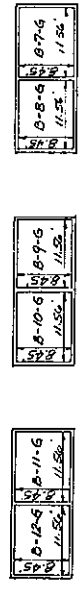
SECOND FLOOR PLAN BUILDING "B"
SCALE: 1" = 15'



FIRST FLOOR PLAN BUILDING "B"
SCALE: 1" = 15'



BUILDING "B" GARAGES
SCALE: 1" = 15'



SECTION B-B BUILDING "B" GARAGES
SCALE: 1" = 15'

CERTIFICATE OF SUBSTANTIAL COMPLETION FOR BUILDING "B"

THE UNDERSIGNED, JOSEPH H. BONARRICO, A REGISTERED PROFESSIONAL ENGINEER AND PROFESSIONAL LAND SURVEYOR, AND THE ASSOCIATION OF INC. CONSULTING ENGINEERS, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 3201 (B) PENNSYLVANIA UNIFORM CONDOMINIUM ACT OF 1981, C.S.A. 3201(B) HEREBY CERTIFIES THAT ALL STRUCTURAL COMPONENTS AND MECHANICAL SYSTEMS OF BUILDING "B" AS SHOWN ON THIS PLAT AND PLANS ARE SUBSTANTIALLY COMPLETED IN ACCORDANCE WITH THE PLATS AND PLANS.

THIS CERTIFICATE OF COMPLETION EXECUTED THIS _____ DAY OF _____, 19____.

JOSEPH H. BONARRICO, PE, PLS

COMMONWEALTH OF PENNSYLVANIA : SS
COUNTY OF CUMBERLAND

ON THIS _____ DAY OF _____, 19____, BEFORE ME, A NOTARY PUBLIC IN THE COMMONWEALTH OF PENNSYLVANIA, PERSONALLY APPEARED JOSEPH H. BONARRICO, PE, PLS KNOWN TO ME, SATISFACTORILY PROVEN TO BE THE PERSON WHOSE NAME IS SUBSCRIBED ON THE CERTIFICATE OF COMPLETION AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND SEAL

MY COMMISSION EXPIRES _____ NOTARY PUBLIC

PLATS AND PLANS - SITE PLAN
LAUREL HILLS NORTH CONDOMINIUM I
EAST PENNSYLVANIA TOWNSHIP, CUMBERLAND COUNTY, PA.
PREPARED BY: PAUL E. GROFF & ASSOC., INC.
1309 BRIDGE STREET
NEW CUMBERLAND, PA 17070
SCALE: 1" = 15' DATE: MARCH 21, 1989 SHEET 3 OF 5



BUILDING "C" COORDINATES

- ① N: 4,684.40 ② N: 4,649.45 ③ N: 4,644.48 ④ N: 4,692.46
- E: 5,105.82 ⑤ E: 5,107.82 ⑥ E: 5,252.27 ⑦ E: 5,249.60
- ⑧ N: 4,680.41 ⑨ N: 4,701.71 ⑩ N: 4,705.71 ⑪ N: 4,705.71
- E: 5,178.76 ⑫ E: 5,128.90 ⑬ E: 5,104.84 ⑭ E: 5,200.78
- ⑮ N: 4,731.01 ⑯ N: 4,729.00 ⑰ N: 4,727.00
- E: 5,225.44 ⑱ E: 5,187.47 ⑳ E: 5,157.52

CERTIFICATE OF SUBSTANTIAL COMPLETION FOR BUILDING "C"

THE UNDERSIGNED, JOSEPH H. BONARRIGO, A REGISTERED PROFESSIONAL ENGINEER AND PROFESSIONAL LAND SURVEYOR, PAUL E. GROF & ASSOC., ENGINEERING ENGINEERS IN ACCORDANCE WITH THE PROVISIONS OF SECTION 3201.6 OF THE PENNSYLVANIA UNIFORM CONDOMINIUM ACT 68 PA. C.S.A. 3201.6) HEREBY CERTIFIES THAT ALL NECESSARY ELECTRICAL AND MECHANICAL SYSTEMS OF BUILDING "C" AS SHOWN ON THIS PLANS AND PLANS ARE SUBSTANTIALLY COMPLETED IN ACCORDANCE WITH THE PLANS AND PLANS.

THIS CERTIFICATE OF COMPLETION EXECUTED THIS _____ DAY OF _____, 19____.

JOSEPH H. BONARRIGO, PE, PLS

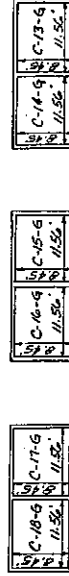
COMMONWEALTH OF PENNSYLVANIA : SS
COUNTY OF CUMBERLAND :

ON THIS _____ DAY OF _____, 19____, BEFORE ME, A NOTARY PUBLIC IN THE COMMONWEALTH OF PENNSYLVANIA, PERSONALLY APPEARED JOSEPH H. BONARRIGO, PE, PLS KNOWN TO BE OR SATISFACTORILY PROVEN TO BE THE PERSON WHOSE NAME IS SUBSCRIBED ON THE CERTIFICATE OF COMPLETION AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES _____



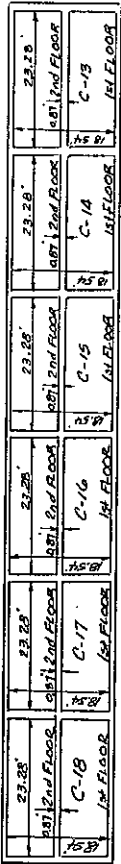
SECTION B-B BUILDING "C" GARAGES

SCALE: 1" = 15'

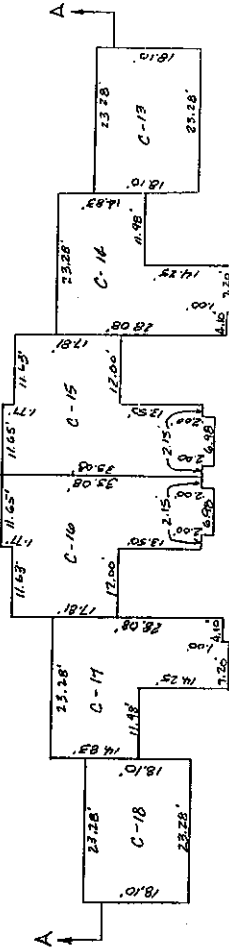
PLATS AND PLANS - SITE PLAN
LAUREL HILLS NORTH CONDOMINIUM I
EAST PENNSBORO TOWNSHIP, CUMBERLAND COUNTY, PA.

PREPARED BY: PAUL E. GROF & ASSOC., INC.
1300 BRIDGE STREET, INC.
NEW CUMBERLAND, PA 17070

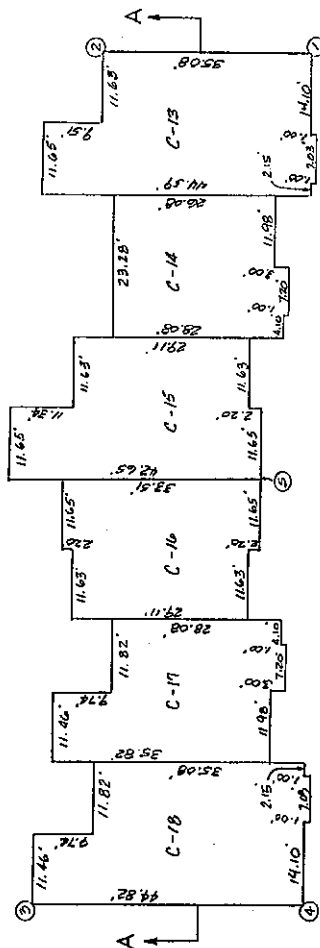
SCALE: 1" = 15' DATE: MARCH 21, 1989 SHEET 4 OF 5



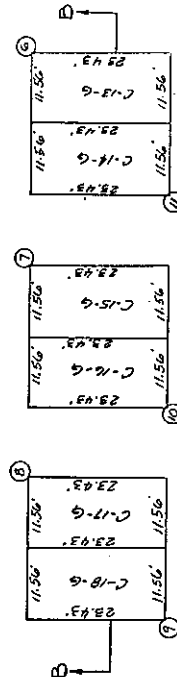
SECTION A-A BUILDING "C"
SCALE: 1" = 15'



SECOND FLOOR PLAN BUILDING "C"
SCALE: 1" = 15'

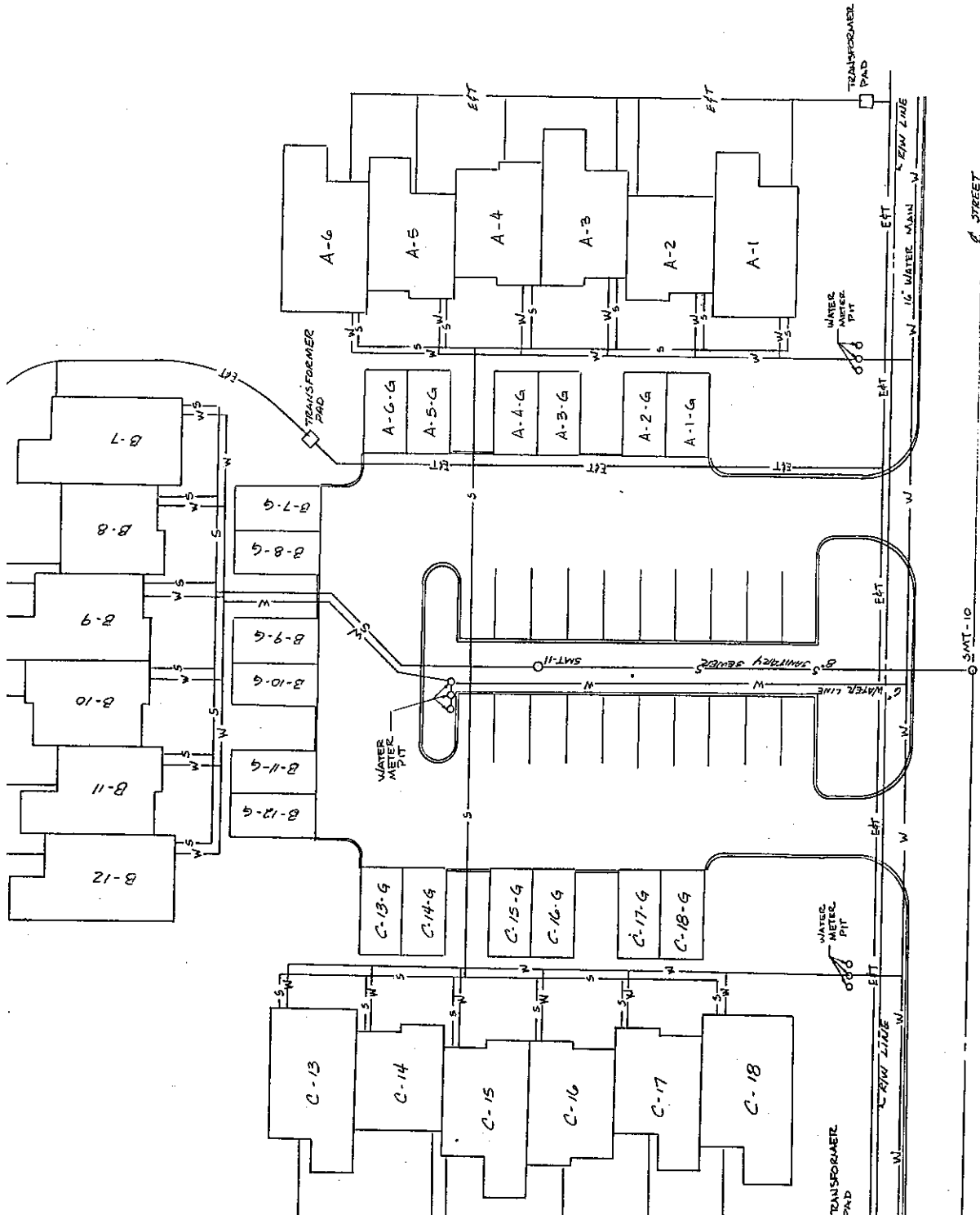


FIRST FLOOR PLAN BUILDING "C"
SCALE: 1" = 15'



BUILDING "C" GARAGES
SCALE: 1" = 15'





UTILITY PLAN

FLATS AND PLANS - SITE PLAN

LAUREL HILLS NORTH CONDOMINIUM I

EAST PENNSBORO TOWNSHIP, CUMBERLAND COUNTY, PA.

PREPARED BY: PAUL E. GERTZ & ASSOC., INC.
1309 BIRCHWOOD DRIVE
NEW CUMBERLAND, PA 17070

SCALE: 1" = 20'

DATE: MARCH 21, 1989

SHEET 5 OF 5

EXHIBIT "III"

FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION

ROBERT P. ZIEGLER
RECORDER OF DEEDS
CUMBERLAND COUNTY-PA

'93 SEP 28 AM 11 11

**FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION
LAUREL HILLS NORTH CONDOMINIUM I**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION, made this 22nd day of September, 1993, by **LAUREL HILLS DEVELOPMENT CORP.**, a Pennsylvania corporation, having its principal place of business located at 744 Wertzville Road, Enola (East Pennsboro Township), Cumberland County, Pennsylvania, Declarant, pursuant to Declaration, dated April 4, 1989, recorded in the Office of the Recorder of Deeds of Cumberland County in Miscellaneous Book 362, Page 661, as amended and restated by the Amended and Restated Declaration, dated October 15, 1990, recorded in the Office of the Recorder of Deeds of Cumberland County in Miscellaneous Book 388, page 843, submitting to the provisions of the Pennsylvania Uniform Condominium Act, a flexible residential condominium project known as **Laurel Hills North Condominium I**.

W I T N E S S E T H:

WHEREAS, Declarant, as set forth above, has previously recorded a Declaration, dated April 4, 1989, as amended and restated by the Amended and Restated Declaration, dated October 15, 1990, submitting real estate, described in said Declaration, including all easements, rights and appurtenances thereto and the buildings and improvements erected or to be erected thereon to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa.C.S.A. §§3301 et. seq. and thereby created with respect to the real estate as described in said Declaration a flexible residential condominium known as "**Laurel Hills North Condominium I**"; and

WHEREAS, as set forth above, the Declaration was recorded on April 6, 1989, in the Office of the Recorder of Deeds of Cumberland County in Miscellaneous Book 362, Page 661 and the Amended and Restated Declaration was recorded October 22, 1990 in the Office of the Recorder of Deeds of Cumberland County in Miscellaneous Book 388, Page 843; and

WHEREAS, Plats and Plans-Site Plan, Laurel Hills North Condominium I, dated March 21, 1989, was recorded in the Office of the Recorder of Deeds of Cumberland County on April 6, 1989 in Plan Book 57, page 126; and

WHEREAS, First Amendment to Plats and Plans-Site Plan, Laurel Hills North Condominium I, dated September 28, 1990, was recorded in the Office of the Recorder of Deeds of Cumberland County on October 22, 1990 in Plan Book 61, Page 102; and

WHEREAS, Building E, together with six (6) Units therein constructed, is substantially completed and Declarant now desires to amend the Declaration, to include the Plats and Plans-Site Plan, to convert Convertible Real Estate II to Units and Limited Common Elements.

NOW, THEREFORE, Declarant, pursuant to Article V of the Amended and Restated Declaration, provides as follows:

Section 1. Conversion of Convertible Real Estate II. Declarant hereby converts Convertible Real Estate II, containing 0.4781 acres, to Units and Limited Common Elements as hereinafter provided. Said Convertible Real Estate II, containing 0.4781 acres, is more particularly bounded and described in Exhibit "C" of the Declaration, dated April 4, 1989, recorded April 6, 1989, in the Office of the Recorder of Deeds of Cumberland County in Miscellaneous Book 362, Page 661, Exhibit "C" of the Amended and Restated Declaration, dated October 15, 1990, recorded October 22, 1990 in the Office of the Recorder of Deeds of Cumberland County in Miscellaneous Book 388, Page 843, and in Plats and Plans-Site Plan, Laurel Hills North Condominium I, dated March 21, 1989, recorded April 6, 1989, in the Office of the Recorder of Deeds of Cumberland County in Plan Book 57, Page 126.

Section 2. Creation and Identification of Additional Units. Declarant hereby creates six (6) additional Condominium Units in Building E, together with six (6) detached garages, which said Units, including said detached garages, shall be identified as follows:

Unit Identifying Numbers

E-25/E-25-G
E-26/E-26-G
E-27/E-27-G
E-28/E-28-G
E-29/E-29-G
E-30/E-30-G

Parking spaces for the above-listed Units of Building E are hereby assigned as set forth in Exhibit "B," attached hereto and incorporated herein.

Section 3. Reallocation of Percentage Interest. Pursuant to Section 2.1 of the Amended and Restated Declaration, and upon recording of this First Amendment to Amended and Restated Declaration, the Percentage Interest in each of the Units presently constructed is hereby reallocated as set forth on Exhibit "A", attached hereto and incorporated herein. Said Percentage Interest, as reallocated in accordance with Exhibit "A", is based upon the area of the thirty (30) Units which are presently constructed. That portion of Exhibit "A" which deals with Building F, Building G, Building H and Building I is based on anticipated areas of the Units to be constructed and is subject to change based on the actual area of the Units as constructed.

Section 4. Votes and Common Expense Liability. Each Unit in Building A, Building B, Building C, Building D and Building E shall be allocated the number of votes in the Association equal to the Percentage Interest in the Common Elements as specified in Exhibit "A", attached hereto. Voting strength and Common Expense Liability shall be equal to the Percentage Interest in Common Elements.

Section 5. Description of Units and Common Elements. Units and Limited Common Elements formed out of Convertible Real Estate II are described in the Second Amendment to Plats and Plans-Site Plan, Laurel Hills North Condominium I, dated October 31, 1991, which Second Amendment to Plats and Plans-Site Plan is recorded in the Office of the Recorder of Deeds of Cumberland County in Plan Book 66, Page 135.

Section 6. Balance of Declaration. All other terms and provisions of the Declaration for Laurel Hills North Condominium I, dated April 4, 1989, recorded April 6, 1989, in the Office of the Recorder of Deeds of Cumberland County in Miscellaneous Book 362, Page 661, as amended and restated by the Amended and Restated Declaration, dated October 15, 1990, recorded October 22, 1990, in the Office of the Recorder of Deeds of Cumberland County in Miscellaneous Book 388, Page 843, shall be and remain in effect and said Declaration, as amended, shall only be further amended as specifically herein provided.

Section 7. Balance of Plats and Plans. Plats and Plans-Site Plan, Laurel Hills North Condominium I, dated March 21, 1989, recorded April 6, 1989, in the Office of the Recorder of Deeds of Cumberland County in Plan Book 57, Page 126, as amended by First Amendment to Plats and Plans-Site Plan, Laurel Hills North Condominium I, dated September 28, 1990, recorded October 22, 1990, in Plan Book 61, Page 102, shall only be further amended as specifically herein provided and as specifically provided in the Second Amendment to Plats and Plans-Site Plan, Laurel

Hills North Condominium I, dated October 31, 1991, recorded in the Office of the Recorder of Deeds of Cumberland County in Plan Book 66, Page 135.

Section 8. Effective Date. The effective date of this Second Amendment to Declaration shall be the date of recording.

IN WITNESS WHEREOF, Donald E. Meske, as President of Laurel Hills Development Corp., Declarant, has caused this First Amendment to Amended and Restated Declaration to be executed in accordance with the provisions of the Pennsylvania Uniform Condominium Act, as amended, and the Declaration, as amended, on the day and year first above written.

LAUREL HILLS DEVELOPMENT CORP., Declarant

By: Donald E. Meske (SEAL)
Donald E. Meske, President

ATTEST:

[Signature]
Secretary

(CORPORATE SEAL)

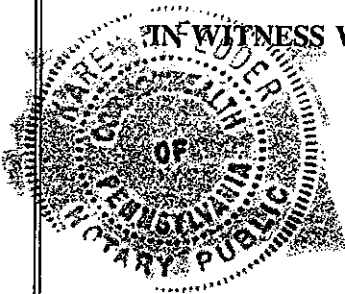


ACKNOWLEDGMENT

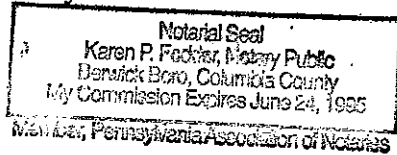
COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF Columbia :

On this, the 22nd day of September, 1993, before me, the undersigned officer, personally appeared Donald E. Meske, who acknowledged himself to be President of Laurel Hills Development Corp., a 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 hereunto set my hand and official seal.



Karen P. Fecker
Notary Public



COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF CUMBERLAND :

RECORDED on the _____ day of _____, 199_, in the Recorder's Office of the said County in Miscellaneous Book ____, Page ____.

Given under my hand and the seal of the said office, the date above written.

_____, Recorder

EXHIBIT "A"

PERCENTAGE INTEREST IN COMMON ELEMENTS

AND

SCHEDULE OF REALLOCATION

Building A (Existing)

| <u>Unit Identifying Number</u> | <u>Area of Unit (including detached garage)</u> | <u>Percentage Interest</u> |
|--------------------------------|-----------------------------------------------------|----------------------------|
| A-1/A-1-G | 1,626.7 square feet | 2.88% |
| A-2/A-2-G | 1,410.0 square feet | 2.50% |
| A-3/A-3-G | 1,707.8 square feet | 3.02% |
| A-4/A-4-G | 1,601.3 square feet | 2.84% |
| A-5/A-5-G | 1,521.6 square feet | 2.69% |
| A-6/A-6-G | 1,627.5 square feet | 2.88% |

Total Building Area: 9,494.9 square feet

Building B (Existing)

| <u>Unit Identifying Number</u> | <u>Area of Unit (including detached garage)</u> | <u>Percentage Interest</u> |
|--------------------------------|-----------------------------------------------------|----------------------------|
| B-7/B-7-G | 1,626.7 square feet | 2.88% |
| B-8/B-8-G | 1,410.0 square feet | 2.50% |
| B-9/B-9-G | 1,707.8 square feet | 3.02% |
| B-10/B-10-G | 1,713.3 square feet | 3.03% |
| B-11/B-11-G | 1,521.6 square feet | 2.69% |
| B-12/B-12-G | 1,627.5 square feet | 2.88% |

Total Building Area: 9,606.9 square feet

Building C (Existing)

| <u>Unit Identifying Number</u> | <u>Area of Unit (including detached garage)</u> | <u>Percentage Interest</u> |
|--------------------------------|-----------------------------------------------------|----------------------------|
| C-13/C-13-G | 1,626.7 square feet | 2.88% |
| C-14/C-14-G | 1,410.0 square feet | 2.50% |
| C-15/C-15-G | 1,707.8 square feet | 3.02% |
| C-16/C-16-G | 1,601.3 square feet | 2.84% |
| C-17/C-17-G | 1,521.6 square feet | 2.69% |
| C-18/C-18-G | 1,627.5 square feet | 2.88% |

Total Building Area: 9,494.9 square feet

Building D (Existing)

| <u>Unit Identifying Number</u> | <u>Area of Unit (including detached garage)</u> | <u>Percentage Interest</u> |
|--------------------------------|-----------------------------------------------------|----------------------------|
| D-19/D-19-G | 3,205.38 square feet | 5.68% |
| D-20/D-20-G | 2,993.51 square feet | 5.30% |
| D-21/D-21-G | 3,297.39 square feet | 5.84% |
| D-22/D-22-G | 3,297.39 square feet | 5.84% |
| D-23/D-23-G | 2,993.51 square feet | 5.30% |
| D-24/D-24-G | 3,205.38 square feet | 5.68% |

Total Building Area: 18,992.56 square feet

Building E (Existing)

| <u>Unit Identifying Number</u> | <u>Area of Unit (including detached garage)</u> | <u>Percentage Interest</u> |
|--------------------------------|-----------------------------------------------------|----------------------------|
| E-25/E-25-G | 1,384.68 square feet | 2.45% |
| E-26/E-26-G | 1,531.65 square feet | 2.71% |
| E-27/E-27-G | 1,531.65 square feet | 2.71% |
| E-28/E-28-G | 1,531.65 square feet | 2.71% |
| E-29/E-29-G | 1,531.65 square feet | 2.71% |
| E-30/E-30-G | 1,384.63 square feet | 2.45% |

Total Building Area: 8,895.86 square feet

**Building F (NEED NOT BE BUILT)*
CRE III**

| <u>Unit Identifying Number</u> | <u>Area of Unit (including detached garage)</u> | <u>Percentage Interest</u> |
|--------------------------------|-----------------------------------------------------|----------------------------|
| F-31/F-31-G | 1,384.63 square feet | 2.17% |
| F-32/F-32-G | 1,531.65 square feet | 2.40% |
| F-33/F-33-G | 1,531.65 square feet | 2.40% |
| F-34/F-34-G | 1,531.65 square feet | 2.40% |
| F-35/F-35-G | 1,384.63 square feet | 2.17% |

Total Building Area (Proposed): 7,364.21 square feet

*When Building F is completed, an amendment to Plats and Plans and the Declaration (this Exhibit) will be recorded and the Percentage Interest for all existing Units will be reallocated substantially as follows:

| <u>Unit Identifying Number</u> | <u>Percentage Interest</u> |
|--------------------------------|----------------------------|
| A-1/A-1-G | 2.55% |
| A-2/A-2-G | 2.21% |
| A-3/A-3-G | 2.67% |
| A-4/A-4-G | 2.51% |
| A-5/A-5-G | 2.38% |

| | |
|-------------|-------|
| A-6/A-6-G | 2.55% |
| B-7/B-7-G | 2.21% |
| B-8/B-8-G | 2.67% |
| B-9/B-9-G | 2.26% |
| B-10/B-10-G | 2.68% |
| B-11/B-11-G | 2.38% |
| B-12/B-12-G | 2.55% |
| C-13/C-13-G | 2.55% |
| C-14/C-14-G | 2.21% |
| C-15/C-15-G | 2.67% |
| C-16/C-16-G | 2.51% |
| C-17/C-17-G | 2.38% |
| C-18/C-18-G | 2.55% |
| D-19/D-19-G | 5.02% |
| D-20/D-20-G | 4.69% |
| D-21/D-21-G | 5.16% |
| D-22/D-22-G | 5.16% |
| D-23/D-23-G | 4.69% |
| D-24/D-24-G | 5.02% |
| E-25/E-25-G | 2.17% |
| E-26/E-26-G | 2.40% |
| E-27/E-27-G | 2.40% |
| E-28/E-28-G | 2.40% |
| E-29/E-29-G | 2.40% |
| E-30/E-30-G | 2.17% |

Building G (NEED NOT BE BUILT)*

CRE IV

| <u>Unit Identifying Number</u> | <u>Area of Unit (including detached garage)</u> | <u>Percentage Interest</u> |
|--------------------------------|-----------------------------------------------------|----------------------------|
| G-36/G-36-G | 1,384.63 square feet | 1.95% |
| G-37/G-37-G | 1,531.65 square feet | 2.15% |
| G-38/G-38-G | 1,531.65 square feet | 2.15% |
| G-39/G-39-G | 1,531.65 square feet | 2.15% |
| G-40/G-40-G | 1,384.63 square feet | 1.95% |

Total Building Area (Proposed): 7,364.21 square feet

*When Building G is completed, an amendment to Plats and Plans and the Declaration (this Exhibit) will be recorded and the Percentage Interest for all existing Units will be reallocated substantially as follows:

| <u>Unit Identifying Number</u> | <u>Percentage Interest</u> |
|--------------------------------|----------------------------|
| A-1/A-1-G | 2.28% |
| A-2/A-2-G | 1.98% |
| A-3/A-3-G | 2.40% |
| A-4/A-4-G | 2.25% |
| A-5/A-5-G | 2.14% |
| A-6/A-6-G | 2.28% |
| B-7/B-7-G | 2.28% |
| B-8/B-8-G | 1.98% |
| B-9/B-9-G | 2.40% |
| B-10/B-10-G | 2.40% |
| B-11/B-11-G | 2.14% |
| B-12/B-12-G | 2.28% |
| C-13/C-13-G | 2.28% |
| C-14/C-14-G | 1.98% |
| C-15/C-15-G | 2.40% |
| C-16/C-16-G | 2.25% |
| C-17/C-17-G | 2.14% |
| C-18/C-18-G | 2.28% |
| D-19/D-19-G | 4.50% |
| D-20/D-20-G | 4.20% |
| D-21/D-21-G | 4.63% |
| D-22/D-22-G | 4.63% |
| D-23/D-23-G | 4.20% |
| D-24/D-24-G | 4.50% |
| E-25/E-25-G | 1.95% |
| E-26/E-26-G | 2.15% |
| E-27/E-27-G | 2.15% |
| E-28/E-28-G | 2.15% |
| E-29/E-29-G | 2.15% |
| E-30/E-30-G | 1.95% |
| F-31/F-31-G | 1.95% |
| F-32/F-32-G | 2.15% |
| F-33/F-33-G | 2.15% |
| F-34/F-34-G | 2.15% |
| F-35/F-35-G | 1.95% |

Building H (NEED NOT BE BUILT)***CRE V**

| <u>Unit Identifying Number</u> | <u>Area of Unit (including detached garage)</u> | <u>Percentage Interest</u> |
|--------------------------------|-----------------------------------------------------|----------------------------|
| H-41/H-41-G | 1,384.63 square feet | 1.76% |
| H-42/H-42-G | 1,531.65 square feet | 1.95% |
| H-43/H-43-G | 1,531.65 square feet | 1.95% |
| H-44/H-44-G | 1,531.65 square feet | 1.95% |
| H-45/H-45-G | 1,384.63 square feet | 1.76% |

Total Building Area (Proposed): 7,364.21 square feet

*When Building H is completed, an amendment to Plats and Plans and the Declaration (this Exhibit) will be recorded and the Percentage Interest for all existing Units will be reallocated substantially as follows:

| <u>Unit Identifying Number</u> | <u>Percentage Interest</u> |
|--------------------------------|----------------------------|
| A-1/A-1-G | 2.07% |
| A-2/A-2-G | 1.80% |
| A-3/A-3-G | 2.17% |
| A-4/A-4-G | 2.04% |
| A-5/A-5-G | 1.94% |
| A-6/A-6-G | 2.07% |
| B-7/B-7-G | 2.07% |
| B-8/B-8-G | 1.80% |
| B-9/B-9-G | 2.17% |
| B-10/B-10-G | 2.18% |
| B-11/B-11-G | 1.94% |
| B-12/B-12-G | 2.07% |
| C-13/C-13-G | 2.07% |
| C-14/C-14-G | 1.80% |
| C-15/C-15-G | 2.17% |
| C-16/C-16-G | 2.04% |
| C-17/C-17-G | 1.94% |
| C-18/C-18-G | 2.07% |
| D-19/D-19-G | 4.08% |
| D-20/D-20-G | 3.81% |
| D-21/D-21-G | 4.19% |
| D-22/D-22-G | 4.19% |

| | |
|-------------|-------|
| D-23/D-23-G | 3.81% |
| D-24/D-24-G | 4.08% |
| E-25/E-25-G | 1.76% |
| E-26/E-26-G | 1.95% |
| E-27/E-27-G | 1.95% |
| E-28/E-28-G | 1.95% |
| E-29/E-29-G | 1.95% |
| E-30/E-30-G | 1.76% |
| F-31/F-31-G | 1.76% |
| F-32/F-32-G | 1.95% |
| F-33/F-33-G | 1.95% |
| F-34/F-34-G | 1.95% |
| F-35/F-35-G | 1.76% |
| G-36/G-36-G | 1.76% |
| G-37/G-37-G | 1.95% |
| G-38/G-38-G | 1.95% |
| G-39/G-39-G | 1.95% |
| G-40/G-40-G | 1.76% |

Building I (NEED NOT BE BUILT)*

CRE VI

| <u>Unit Identifying Number</u> | <u>Area of Unit (including detached garage)</u> | <u>Percentage Interest</u> |
|--------------------------------|-----------------------------------------------------|----------------------------|
| I-46/I-46-G | 1,384.63 square feet | 1.61% |
| I-47/I-47-G | 1,531.65 square feet | 1.78% |
| I-48/I-48-G | 1,531.65 square feet | 1.78% |
| I-49/I-49-G | 1,531.65 square feet | 1.78% |
| I-50/I-50-G | 1,384.63 square feet | 1.61% |

Total Building Area (Proposed): 7,364.21 square feet

*When Building I is completed, an amendment to Plats and Plans and the Declaration (this Exhibit) will be recorded and the Percentage Interest for all existing Units will be reallocated substantially as follows:

| <u>Unit Identifying Number</u> | <u>Percentage Interest</u> |
|--------------------------------|----------------------------|
| A-1/A-1-G | 1.89% |
| A-2/A-2-G | 1.64% |
| A-3/A-3-G | 1.99% |
| A-4/A-4-G | 1.87% |

| | |
|-------------|-------|
| A-5/A-5-G | 1.77% |
| A-6/A-6-G | 1.90% |
| B-7/B-7-G | 1.89% |
| B-8/B-8-G | 1.64% |
| B-9/B-9-G | 1.99% |
| B-10/B-10-G | 1.99% |
| B-11/B-11-G | 1.77% |
| B-12/B-12-G | 1.90% |
| C-13/C-13-G | 1.89% |
| C-14/C-14-G | 1.64% |
| C-15/C-15-G | 1.99% |
| C-16/C-16-G | 1.89% |
| C-17/C-17-G | 1.77% |
| C-18/C-18-G | 1.90% |
| D-19/D-19-G | 3.73% |
| D-20/D-20-G | 3.49% |
| D-21/D-21-G | 3.84% |
| D-22/D-22-G | 3.84% |
| D-23/D-23-G | 3.49% |
| D-24/D-24-G | 3.73% |
| E-25/E-25-G | 1.61% |
| E-26/E-26-G | 1.78% |
| E-27/E-27-G | 1.78% |
| E-28/E-28-G | 1.78% |
| E-29/E-29-G | 1.78% |
| E-30/E-30-G | 1.61% |
| F-31/F-31-G | 1.61% |
| F-32/F-32-G | 1.78% |
| F-33/F-33-G | 1.78% |
| F-34/F-34-G | 1.78% |
| F-35/F-35-G | 1.61% |
| G-36/G-36-G | 1.61% |
| G-37/G-37-G | 1.78% |
| G-38/G-38-G | 1.78% |
| G-39/G-39-G | 1.78% |
| G-40/G-40-G | 1.61% |
| H-41/H-41-G | 1.61% |
| H-42/H-42-G | 1.78% |
| H-43/H-43-G | 1.78% |
| H-44/H-44-G | 1.78% |
| H-45/H-45-G | 1.61% |

The foregoing schedule of reallocation of Percentage Interest is based on the anticipated order of construction of the Buildings; however, Declarant reserves the right to amend this Exhibit and the reallocation of Percentage Interest from time to time to reflect the actual order of construction of Buildings to be located within Convertible Real Estate.

Declarant specifically reserves the right to change the anticipated Percentage Interest for the Units if the area of any Unit is modified. Declarant, pursuant to Section 2.1, Section 2.5 and Section 6.3 of the Amended and Restated Declaration, has reserved the right to modify the area of any Unit constructed or to be constructed by increasing or decreasing the size of a Unit. In the event that Declarant modifies the area of any Unit constructed or to be constructed, then the Percentage Interest, as set forth in this Exhibit, shall be modified so that the Percentage Interest of the Units is calculated on the basis of the area of each specific Unit to the area of all Units actually built in the Project. The area of the Units in Buildings F, G, H and I are stated herein on the basis that solariums and enclosed porches will be constructed as part of various Units; solariums and enclosed porches may not be constructed as contemplated. The reallocation of Percentage Interests will, as set forth herein and in the Declaration, shall be calculated on the basis of the area of each specific Unit to the area of all Units actually built in the Project.

EXHIBIT "B"
ASSIGNMENT OF PARKING SPACES AS
LIMITED COMMON ELEMENTS

Pursuant to Article III, Section 3.2 of the Amended and Restated Declaration, the following assignment of parking spaces is made with respect to the Units contained in Building E:

| <u>Unit Identifying Number</u> | <u>Parking Space Number</u> |
|--------------------------------|-----------------------------|
| E-25/E-25-G | 15 and 16 |
| E-26/E-26-G | 17 and 18 |
| E-27/E-27-G | 19 and 20 |
| E-28/E-28-G | 21 and 22 |
| E-29/E-29-G | 23 and 24 |
| E-30/E-30-G | 25 and 26 |

Declarant specifically reserves the right, in connection with the construction of all Units within Building F to assign, by amendment to this Exhibit "B", parking spaces to each of the Units constructed within said Building. Further, Declarant reserves the right in connection with the construction of Building G, Building H and Building I to assign, by an amendment to this Exhibit "B", the parking spaces for each Unit to be constructed within each Building.

Caryn... } SS
Dumbarton }

In the office for the recording of Deeds
and for Cumberland County, Pa.
Muel 455 Vol. Page 201

Witness my hand and seal of office at
Carlisle, PA this 28 day of Sept 1993

Robert P. Jeger
Recorder



EXHIBIT "IV"

SECOND AMENDMENT TO AMENDED AND RESTATED DECLARATION

5514 - *John et al*

ROBERT P. ZIEGLER
RECORDER OF DEEDS
CUMBERLAND COUNTY-PA
'96 MAR 11 PM 2 39

**SECOND AMENDMENT TO AMENDED AND RESTATED DECLARATION
LAUREL HILLS NORTH CONDOMINIUM I**

THIS SECOND AMENDMENT TO AMENDED AND RESTATED DECLARATION, made this 7th day of March, 1996, by **LAUREL HILLS DEVELOPMENT CORP.**, a Pennsylvania corporation, having its principal place of business located at 744 Wertzville Road, Enola (East Pennsboro Township), Cumberland County, Pennsylvania, Declarant, pursuant to Declaration, dated April 4, 1989, recorded in the Office of the Recorder of Deeds of Cumberland County in Miscellaneous Book 362, Page 661, as amended and restated by the Amended and Restated Declaration, dated October 15, 1990, recorded in the Office of the Recorder of Deeds of Cumberland County in Miscellaneous Book 388, page 843, submitting to the provisions of the Pennsylvania Uniform Condominium Act, a flexible residential condominium project known as Laurel Hills North Condominium I.

WITNESSETH:

WHEREAS, Declarant, as set forth above, has previously recorded a Declaration, dated April 4, 1989, as amended and restated by the Amended and Restated Declaration, dated October 15, 1990, submitting real estate, described in said Declaration, including all easements, rights and appurtenances thereto and the buildings and improvements erected or to be erected thereon to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa.C.S.A. §§3301 et. seq. and thereby created with respect to the real estate as described in said Declaration a flexible residential condominium known as "Laurel Hills North Condominium I"; and

WHEREAS, as set forth above, the Declaration was recorded on April 6, 1989, in the Office of the Recorder of Deeds of Cumberland County in Miscellaneous Book 362, Page 661, the Amended and Restated Declaration was recorded October 22, 1990 in the Office of the Recorder of Deeds of Cumberland County in Miscellaneous Book 388, Page 843 and the First Amendment to Amended and Restated Declaration was recorded September 28, 1993, in the Office of the Recorder of Deeds of Cumberland County in Miscellaneous Book 455, Page 201; and

WHEREAS, Plats and Plans-Site Plan, Laurel Hills North Condominium I, dated March 21, 1989, was recorded in the Office of the Recorder of Deeds of Cumberland County on April 6, 1989 in Plan Book 57, page 126; and

WHEREAS, First Amendment to Plats and Plans-Site Plan, Laurel Hills North Condominium I, dated September 28, 1990, was recorded in the Office of the Recorder of Deeds of Cumberland County on October 22, 1990 in Plan Book 61, Page 102; and

WHEREAS, Second Amendment to Plats and Plans-Site Plan, Laurel Hills North Condominium I, dated October 31, 1991, was recorded in the Office of the Recorder of Deeds of Cumberland County on September 28, 1993, in Plan Book 66, Page 135; and

WHEREAS, Building F, together with five (5) Units therein constructed, is substantially completed and Declarant now desires to amend the Declaration, to include the Plats and Plans-Site Plan, to convert Convertible Real Estate III to Units and Limited Common Elements, including three (3) additional garages.

NOW, THEREFORE, Declarant, pursuant to Article V of the Amended and Restated Declaration, provides as follows:

Section 1. Conversion of Convertible Real Estate III. Declarant hereby converts Convertible Real Estate III, containing 1.938 acres, to Units and Limited Common Elements as hereinafter provided. Said Convertible Real Estate III, containing 1.938 acres, is more particularly bounded and described in Exhibit "C" of the Declaration, dated April 4, 1989, recorded April 6, 1989, in the Office of the Recorder of Deeds of Cumberland County in Miscellaneous Book 362, Page 661, Exhibit "C" of the Amended and Restated Declaration, dated October 15, 1990, recorded October 22, 1990 in the Office of the Recorder of Deeds of Cumberland County in Miscellaneous Book 388, Page 843, and in Plats and Plans-Site Plan, Laurel Hills North Condominium I, dated March 21, 1989, recorded April 6, 1989, in the Office of the Recorder of Deeds of Cumberland County in Plan Book 57, Page 126.

Section 2. Creation and Identification of Additional Units. Declarant hereby creates five (5) additional Condominium Units in Building F, together with five (5) detached garages, which said Units, including said detached garages, shall be identified as follows:

Unit Identifying Numbers

F-31/F-31-G
F-32/F-32-G
F-33/F-33-G
F-34/F-34-G
F-35/F-35-G

Section 3. Reallocation of Percentage Interest. Pursuant to Section 2.1 of the Amended and Restated Declaration, and upon recording of this Second Amendment to Amended and Restated Declaration, the Percentage Interest in each of the Units presently constructed is hereby reallocated as set forth on Exhibit "A", attached hereto and incorporated herein. Said Percentage Interest, as reallocated in accordance with Exhibit "A", is based upon the area of the thirty-five (35) Units which are presently constructed. That portion of Exhibit "A" which deals with Building G, Building H and Building I is based on anticipated areas of the Units to be constructed and is subject to change based on the actual area of the Units as constructed, or the area of such Units as set forth in a recorded amendment to the Amended and Restated Declaration.

Section 4. Votes and Common Expense Liability. Each Unit in Building A, Building B, Building C, Building D, Building E and Building F shall be allocated the number of votes in the Association equal to the Percentage Interest in the Common Elements as specified in Exhibit "A", attached hereto. Voting strength and Common Expense Liability shall be equal to the Percentage Interest in Common Elements.

Section 5. Additional Garages.

A. Creation of Additional Garages. Declarant hereby creates, as Limited Common Elements, Additional Garage No. 1, Additional Garage No. 2 and Additional Garage No. 3. Additional Garage No. 1 shall be allocated, as a Limited Common Element, to Unit F-32, Additional

Garage No. 2 shall be allocated, as a Limited Common Element, to Unit F-33, and Additional Garage No. 3 shall be allocated, as a Limited Common Element, to Unit F-34.

B. Assignment. The Owner of the Unit to which such an Additional Garage is allocated shall have the right to reallocate, by a recorded assignment, such Additional Garage to another Unit Owner.

C. Boundaries. Each Additional Garage, which forms a Limited Common Element allocated to a Unit, as designated, shall consist of the space within the boundaries described in Article II, Sections 2.3 (e)(1) and 2.3 (e)(2).

D. Maintenance Responsibilities. Maintenance Responsibilities for each Additional Garage shall be the responsibility of the Unit Owner of the Unit to which such Additional Garage is allocated. Maintenance of all doors and windows of an Additional Garage shall be the responsibility of the Owner of the Unit to which such additional garage is allocated.

Section 6. Parking Spaces. Parking spaces for the above-listed Units of Building F are hereby assigned as set forth in Exhibit "B" attached hereto and incorporated herein.

Section 7. Description of Units and Common Elements. Units and Limited Common Elements formed out of Convertible Real Estate III are described in the Third Amendment to Plats and Plans-Site Plan, Laurel Hills North Condominium I, dated September 18, 1995, revised March 4, 1996, which Third Amendment to Plats and Plans-Site Plan is recorded in the Office of the Recorder of Deeds of Cumberland County in Plan Book 71, Page 132.

Section 8. Balance of Declaration. All other terms and provisions of the Declaration for Laurel Hills North Condominium I, dated April 4, 1989, recorded April 6, 1989, in the Office of the Recorder of Deeds of Cumberland County in Miscellaneous Book 362, Page 661, as amended and restated by the Amended and Restated Declaration, dated October 15, 1990, recorded October 22, 1990, in the Office of the Recorder of Deeds of Cumberland County in Miscellaneous Book 388, Page 843, and as further amended by the First Amendment to Amended and Restated Declaration, dated September 22, 1993, recorded

September 28, 1993, in the office of the Recorder of Deeds of Cumberland County in Miscellaneous Book 455, Page 201, shall be and remain in effect and said Declaration, as amended, shall only be further amended as specifically herein provided.

Section 9. Balance of Plats and Plans. Plats and Plans-Site Plan, Laurel Hills North Condominium I, dated March 21, 1989, recorded April 6, 1989, in the Office of the Recorder of Deeds of Cumberland County in Plan Book 57, Page 126, as amended by First Amendment to Plats and Plans-Site Plan, Laurel Hills North Condominium I, dated September 28, 1990, recorded October 22, 1990, in Plan Book 61, Page 102, and Second Amendment to Plats and Plans-Site Plan, Laurel Hills North Condominium I, dated October 31, 1991, recorded September 28, 1993, in the Office of the Recorder of Deeds of Cumberland County in Plan Book 66, Page 135, shall only be further amended as specifically herein provided and as specifically provided in the Third Amendment to Plats and Plans-Site Plan, Laurel Hills North Condominium I, dated September 18, 1995, revised March 4, 1996, recorded in the Office of the Recorder of Deeds of Cumberland County in Plan Book 71, Page 32.

Section 10. Effective Date. The effective date of this Second Amendment to Amended and Restated Declaration shall be the date of recording.

IN WITNESS WHEREOF, Donald E. Meske, as President of Laurel Hills Development Corp., Declarant, has caused this Second Amendment to Amended and Restated Declaration to be executed in accordance with the provisions of the Pennsylvania Uniform Condominium Act, as amended, and the Declaration, as amended, on the day and year first above written.

LAUREL HILLS DEVELOPMENT CORP., Declarant

By: Donald E. Meske (SEAL)
Donald E. Meske, President

ATTEST:

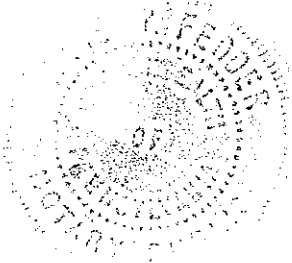


ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: **ss:**
COUNTY OF COLUMBIA :

On this, the 7th day of March, 1996, before me, the undersigned officer, personally appeared **DONALD E. MESKE**, who acknowledged himself to be President of **Laurel Hills Development Corp.**, a 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 hereunto set my hand and official seal.



Karen P. Fedder

Notary Public

Notarial Seal
Karen P. Fedder, Notary Public
Columbia County
My Commission Expires June 24, 1999
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA :
: **ss:**
COUNTY OF CUMBERLAND :

RECORDED on the _____ day of _____, 199____, in the Recorder's Office of the said County in Miscellaneous Book _____, Page _____.

Given under my hand and the seal of the said office, the date above written.

_____, Recorder

EXHIBIT "A"

**PERCENTAGE INTEREST IN COMMON ELEMENTS
AND
SCHEDULE OF REALLOCATION**

Building A (Existing)

| <u>Unit Identifying Number</u> | <u>Area of Unit (including detached garage)</u> | <u>Percentage Interest</u> |
|--------------------------------|-----------------------------------------------------|----------------------------|
| A-1/A-1-G | 1,626.7 square feet | 2.35% |
| A-2/A-2-G | 1,410.0 square feet | 2.03% |
| A-3/A-3-G | 1,707.8 square feet | 2.46% |
| A-4/A-4-G | 1,601.3 square feet | 2.31% |
| A-5/A-5-G | 1,521.6 square feet | 2.19% |
| A-6/A-6-G | 1,627.5 square feet | 2.35% |

Total Building Area: 9,494.9 square feet

Building B (Existing)

| <u>Unit Identifying Number</u> | <u>Area of Unit (including detached garage)</u> | <u>Percentage Interest</u> |
|--------------------------------|-----------------------------------------------------|----------------------------|
| B-7/B-7-G | 1,626.7 square feet | 2.35% |
| B-8/B-8-G | 1,410.0 square feet | 2.03% |
| B-9/B-9-G | 1,707.8 square feet | 2.46% |
| B-10/B-10-G | 1,713.3 square feet | 2.47% |
| B-11/B-11-G | 1,521.6 square feet | 2.19% |
| B-12/B-12-G | 1,627.5 square feet | 2.35% |

Total Building Area: 9,606.9 square feet

Building C (Existing)

| <u>Unit Identifying Number</u> | <u>Area of Unit (including detached garage)</u> | <u>Percentage Interest</u> |
|--------------------------------|-----------------------------------------------------|----------------------------|
| C-13/C-13-G | 1,626.7 square feet | 2.35% |
| C-14/C-14-G | 1,410.0 square feet | 2.03% |
| C-15/C-15-G | 1,707.8 square feet | 2.46% |
| C-16/C-16-G | 1,601.3 square feet | 2.31% |
| C-17/C-17-G | 1,521.6 square feet | 2.19% |
| C-18/C-18-G | 1,627.5 square feet | 2.35% |

Total Building Area: 9,494.9 square feet

Building D (Existing)

| <u>Unit Identifying Number</u> | <u>Area of Unit (including detached garage)</u> | <u>Percentage Interest</u> |
|--------------------------------|-----------------------------------------------------|----------------------------|
| D-19/D-19-G | 3,205.38 square feet | 4.62% |
| D-20/D-20-G | 2,993.51 square feet | 4.32% |
| D-21/D-21-G | 3,297.39 square feet | 4.75% |
| D-22/D-22-G | 3,297.39 square feet | 4.75% |
| D-23/D-23-G | 2,993.51 square feet | 4.32% |
| D-24/D-24-G | 3,205.38 square feet | 4.62% |

Total Building Area: 18,992.56 square feet

Building E (Existing)

| <u>Unit Identifying Number</u> | <u>Area of Unit (including detached garage)</u> | <u>Percentage Interest</u> |
|--------------------------------|-----------------------------------------------------|----------------------------|
| E-25/E-25-G | 1,384.68 square feet | 2.00% |
| E-26/E-26-G | 1,531.65 square feet | 2.21% |
| E-27/E-27-G | 1,531.65 square feet | 2.21% |
| E-28/E-28-G | 1,531.65 square feet | 2.21% |
| E-29/E-29-G | 1,531.65 square feet | 2.21% |
| E-30/E-30-G | 1,384.63 square feet | 2.00% |

Total Building Area: 8,895.86 square feet

Building F (Existing)

| <u>Unit Identifying Number</u> | <u>Area of Unit (including detached garage)</u> | <u>Percentage Interest</u> |
|--------------------------------|-----------------------------------------------------|----------------------------|
| F-31/F-31-G | 2,552.80 square feet | 3.68% |
| F-32/F-32-G | 2,580.10 square feet | 3.72% |
| F-33/F-33-G | 2,603.50 square feet | 3.75% |
| F-34/F-34-G | 2,574.89 square feet | 3.71% |
| F-35/F-35-G | 2,564.87 square feet | 3.69% |

Total Building Area (Proposed): 12,876.16 square feet

Building G (NEED NOT BE BUILT)***CRE IV**

| <u>Unit Identifying Number</u> | <u>Area of Unit (including detached garage)</u> | <u>Percentage Interest</u> |
|--------------------------------|-----------------------------------------------------|----------------------------|
| G-36/G-36-G | 1,384.63 square feet | 1.80% |
| G-37/G-37-G | 1,531.65 square feet | 2.00% |
| G-38/G-38-G | 1,531.65 square feet | 2.00% |
| G-39/G-39-G | 1,531.65 square feet | 2.00% |
| G-40/G-40-G | 1,384.63 square feet | 1.80% |

Total Building Area (Proposed): 7,364.21 square feet

*When Building G is completed, an amendment to Plats and Plans and the Declaration (this Exhibit) will be recorded and the Percentage Interest for all existing Units will be reallocated substantially as follows:

| <u>Unit Identifying Number</u> | <u>Percentage Interest</u> |
|--------------------------------|----------------------------|
| A-1/A-1-G | 2.12% |
| A-2/A-2-G | 1.84% |
| A-3/A-3-G | 2.22% |
| A-4/A-4-G | 2.09% |
| A-5/A-5-G | 1.99% |
| A-6/A-6-G | 2.12% |
| B-7/B-7-G | 2.12% |
| B-8/B-8-G | 1.84% |
| B-9/B-9-G | 2.22% |
| B-10/B-10-G | 2.23% |
| B-11/B-11-G | 1.99% |
| B-12/B-12-G | 2.12% |
| C-13/C-13-G | 2.12% |
| C-14/C-14-G | 1.84% |
| C-15/C-15-G | 2.22% |
| C-16/C-16-G | 2.09% |
| C-17/C-17-G | 1.99% |
| C-18/C-18-G | 2.12% |
| D-19/D-19-G | 4.18% |
| D-20/D-20-G | 3.90% |
| D-21/D-21-G | 4.30% |
| D-22/D-22-G | 4.30% |

| | |
|-------------|-------|
| D-23/D-23-G | 3.90% |
| D-24/D-24-G | 4.18% |
| E-25/E-25-G | 1.80% |
| E-26/E-26-G | 2.00% |
| E-27/E-27-G | 2.00% |
| E-28/E-28-G | 2.00% |
| E-29/E-29-G | 2.00% |
| E-30/E-30-G | 1.80% |
| F-31/F-31-G | 3.32% |
| F-32/F-32-G | 3.36% |
| F-33/F-33-G | 3.39% |
| F-34/F-34-G | 3.35% |
| F-35/F-35-G | 3.34% |

Building H (NEED NOT BE BUILT)*

CRE V

| <u>Unit Identifying Number</u> | <u>Area of Unit (including detached garage)</u> | <u>Percentage Interest</u> |
|--------------------------------|-----------------------------------------------------|----------------------------|
| H-41/H-41-G | 1,384.63 square feet | 1.65% |
| H-42/H-42-G | 1,531.65 square feet | 1.82% |
| H-43/H-43-G | 1,531.65 square feet | 1.82% |
| H-44/H-44-G | 1,531.65 square feet | 1.82% |
| H-45/H-45-G | 1,384.63 square feet | 1.65% |

Total Building Area (Proposed): 7,364.21 square feet

*When Building H is completed, an amendment to Plats and Plans and the Declaration (this Exhibit) will be recorded and the Percentage Interest for all existing Units will be reallocated substantially as follows:

| <u>Unit Identifying Number</u> | <u>Percentage Interest</u> |
|--------------------------------|----------------------------|
| A-1/A-1-G | 1.93% |
| A-2/A-2-G | 1.68% |
| A-3/A-3-G | 2.03% |
| A-4/A-4-G | 1.90% |
| A-5/A-5-G | 1.81% |
| A-6/A-6-G | 1.94% |

| | |
|-------------|-------|
| B-7/B-7-G | 1.93% |
| B-8/B-8-G | 1.68% |
| B-9/B-9-G | 2.03% |
| B-10/B-10-G | 2.04% |
| B-11/B-11-G | 1.81% |
| B-12/B-12-G | 1.94% |
| C-13/C-13-G | 1.93% |
| C-14/C-14-G | 1.68% |
| C-15/C-15-G | 2.03% |
| C-16/C-16-G | 1.90% |
| C-17/C-17-G | 1.81% |
| C-18/C-18-G | 1.94% |
| D-19/D-19-G | 3.81% |
| D-20/D-20-G | 3.56% |
| D-21/D-21-G | 3.92% |
| D-22/D-22-G | 3.92% |
| D-23/D-23-G | 3.56% |
| D-24/D-24-G | 3.81% |
| E-25/E-25-G | 1.65% |
| E-26/E-26-G | 1.82% |
| E-27/E-27-G | 1.82% |
| E-28/E-28-G | 1.82% |
| E-29/E-29-G | 1.82% |
| E-30/E-30-G | 1.65% |
| F-31/F-31-G | 3.03% |
| F-32/F-32-G | 3.07% |
| F-33/F-33-G | 3.10% |
| F-34/F-34-G | 3.06% |
| F-35/F-35-G | 3.05% |
| G-36/G-36-G | 1.65% |
| G-37/G-37-G | 1.82% |
| G-38/G-38-G | 1.82% |
| G-39/G-39-G | 1.82% |
| G-40/G-40-G | 1.65% |

Building I (NEED NOT BE BUILT)*

CRE VI

| <u>Unit Identifying Number</u> | <u>Area of Unit (including detached garage)</u> | <u>Percentage Interest</u> |
|--------------------------------|-----------------------------------------------------|----------------------------|
| I-46/I-46-G | 1,384.63 square feet | 1.51% |
| I-47/I-47-G | 1,531.65 square feet | 1.68% |
| I-48/I-48-G | 1,531.65 square feet | 1.68% |
| I-49/I-49-G | 1,531.65 square feet | 1.68% |

| | | |
|-------------|----------------------|-------|
| I-50/I-50-G | 1,384.63 square feet | 1.51% |
|-------------|----------------------|-------|

Total Building Area (Proposed): 7,364.21 square feet

*When Building I is completed, an amendment to Plats and Plans and the Declaration (this Exhibit) will be recorded and the Percentage Interest for all existing Units will be reallocated substantially as follows:

| <u>Unit Identifying Number</u> | <u>Percentage Interest</u> |
|--------------------------------|----------------------------|
| A-1/A-1-G | 1.78% |
| A-2/A-2-G | 1.54% |
| A-3/A-3-G | 1.87% |
| A-4/A-4-G | 1.75% |
| A-5/A-5-G | 1.66% |
| A-6/A-6-G | 1.78% |
| B-7/B-7-G | 1.78% |
| B-8/B-8-G | 1.54% |
| B-9/B-9-G | 1.87% |
| B-10/B-10-G | 1.87% |
| B-11/B-11-G | 1.66% |
| B-12/B-12-G | 1.78% |
| C-13/C-13-G | 1.78% |
| C-14/C-14-G | 1.54% |
| C-15/C-15-G | 1.87% |
| C-16/C-16-G | 1.75% |
| C-17/C-17-G | 1.66% |
| C-18/C-18-G | 1.78% |
| D-19/D-19-G | 3.50% |
| D-20/D-20-G | 3.27% |
| D-21/D-21-G | 3.60% |
| D-22/D-22-G | 3.60% |
| D-23/D-23-G | 3.27% |
| D-24/D-24-G | 3.50% |
| E-25/E-25-G | 1.51% |
| E-26/E-26-G | 1.68% |
| E-27/E-27-G | 1.68% |
| E-28/E-28-G | 1.68% |
| E-29/E-29-G | 1.68% |
| E-30/E-30-G | 1.51% |
| F-31/F-31-G | 2.79% |
| F-32/F-32-G | 2.82% |
| F-33/F-33-G | 2.85% |
| F-34/F-34-G | 2.82% |
| F-35/F-35-G | 2.80% |

| | |
|-------------|-------|
| G-36/G-36-G | 1.51% |
| G-37/G-37-G | 1.68% |
| G-38/G-38-G | 1.68% |
| G-39/G-39-G | 1.68% |
| G-40/G-40-G | 1.51% |
| H-41/H-41-G | 1.51% |
| H-42/H-42-G | 1.68% |
| H-43/H-43-G | 1.68% |
| H-44/H-44-G | 1.68% |
| H-45/H-45-G | 1.51% |

The foregoing schedule of reallocation of Percentage Interest is based on the anticipated order of construction of the Buildings; however, Declarant reserves the right to amend this Exhibit and the reallocation of Percentage Interest from time to time to reflect the actual order of construction of Buildings to be located within Convertible Real Estate.

Declarant specifically reserves the right to change the anticipated Percentage Interest for the Units if the area of any Unit is modified. Declarant, pursuant to Section 2.1, Section 2.5 and Section 6.3 of the Amended and Restated Declaration, has reserved the right to modify the area of any Unit constructed or to be constructed by increasing or decreasing the size of a Unit. In the event that Declarant modifies the area of any Unit constructed or to be constructed, then the Percentage Interest, as set forth in this Exhibit, shall be modified so that the Percentage Interest of the Units is calculated on the basis of the area of each specific Unit to the area of all Units actually built in the Project. The area of the Units in Buildings G, H and I are stated herein on the basis that solariums and enclosed porches will be constructed as part of various Units; solariums and enclosed porches may not be constructed as contemplated. The reallocation of Percentage Interests will, as set forth herein and in the Declaration, shall be calculated on the basis of the area of each specific Unit to the area of all Units actually built in the Project.

EXHIBIT "B"
ASSIGNMENT OF PARKING SPACES AS
LIMITED COMMON ELEMENTS

Pursuant to Article III, Section 3.2 of the Amended and Restated Declaration, the following assignment of parking spaces is made with respect to the Units contained in Building E:

| <u>Unit Identifying Number</u> | <u>Parking Space Number</u> |
|--------------------------------|-----------------------------|
| F-31/F-31-G | 27 |
| F-32/F-32-G | 29 |
| F-33/F-33-G | 31 |
| F-34/F-34-G | 33 |
| F-35/F-35-G | 35 |

Further, Declarant reserves the right in connection with the construction of Building G, Building H and Building I to assign, by an amendment to this Exhibit "B", the parking spaces for each Unit to be constructed within each Building.

State of Pennsylvania } SS
County of Cumberland }
Recorded in the office for the recording of Deeds
in and for Cumberland County, PA
Book 512 Vol. Page 406
Witness my hand and seal of office at
Carlisle, PA this 11 day of March 1996

Robert P. Ziegler
Recorder

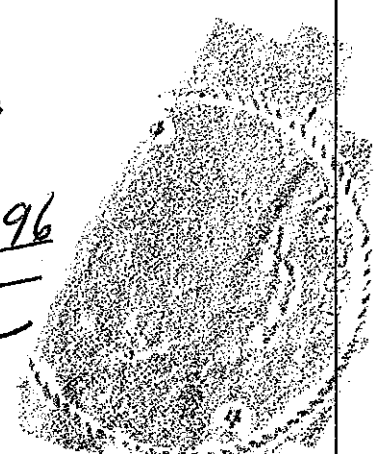
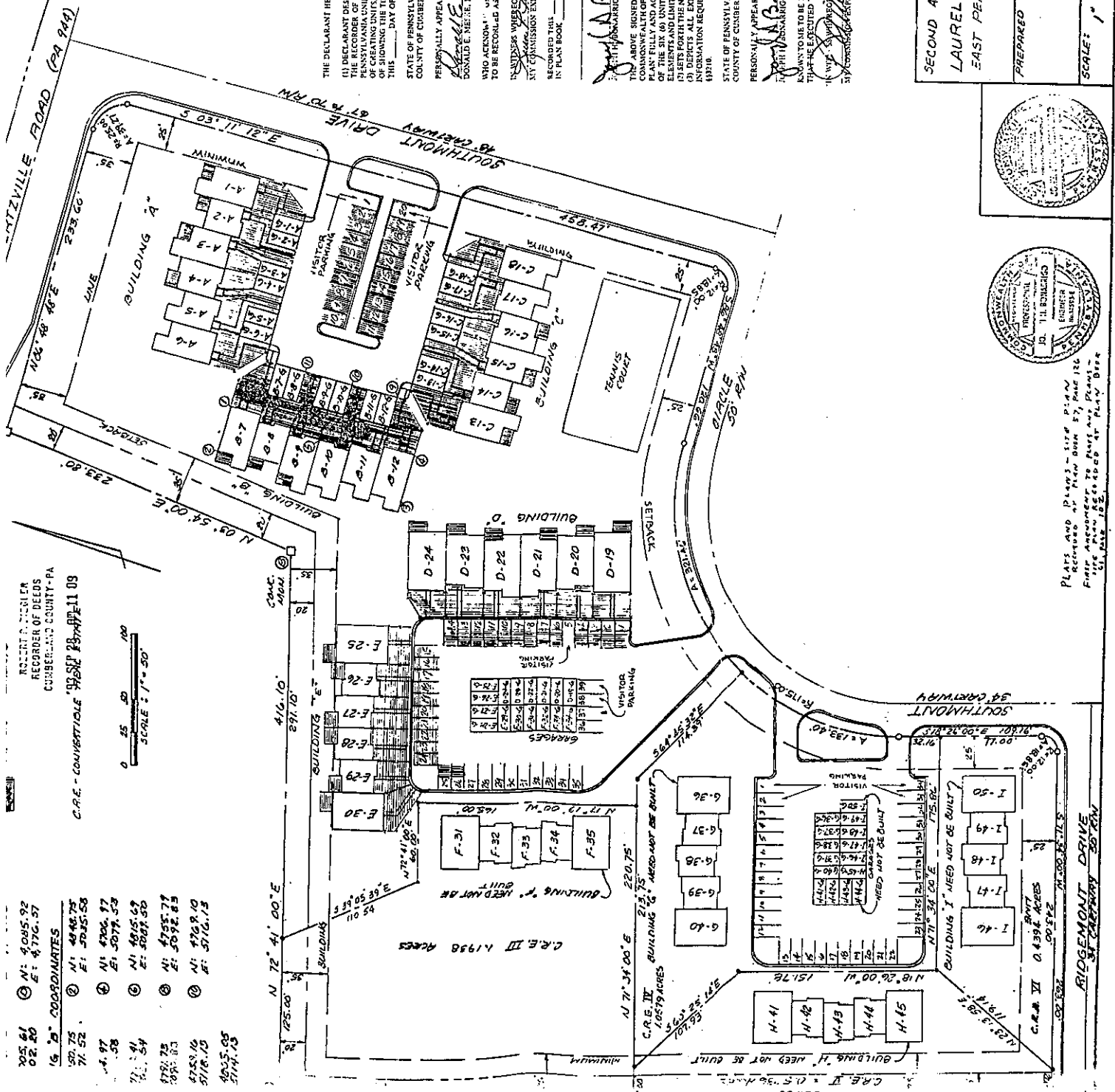
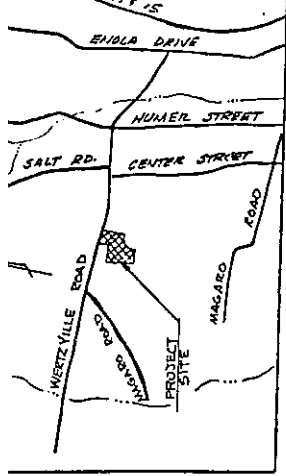


EXHIBIT "X"

SECOND AMENDMENT TO PLATS AND PLANS - SITE PLAN



ROBERT D. SCHUBER
RECORDER OF DEEDS
CUMBERLAND COUNTY-PA

C.A.E. - CONVERTIBLE FILE # 28-APP-11 09

SCALE: 1" = 50'

0 25 50 100

| C.O. COORDINATES | |
|------------------|------------|
| N: 4085.92 | E: 4776.57 |
| N: 4846.75 | E: 5085.58 |
| N: 4700.97 | E: 5074.53 |
| N: 4805.63 | E: 5007.50 |
| N: 4755.77 | E: 5092.85 |
| N: 4709.40 | E: 5116.13 |
| N: 4835.05 | E: 5144.43 |

C.A.E. I 1.958 ACRES

C.A.E. II 1.538 ACRES

C.A.E. III 1.958 ACRES

C.A.E. IV 1.958 ACRES

C.A.E. V 1.958 ACRES

C.A.E. VI 1.958 ACRES

C.A.E. VII 1.958 ACRES

C.A.E. VIII 1.958 ACRES

C.A.E. IX 1.958 ACRES

C.A.E. X 1.958 ACRES

THE DECLARANT HEREBY DECLARES AS FOLLOWS:

(1) DECLARANT DEBRES 'SECOND AMENDMENT TO PLATS AND PLANS - SITE PLAN' BE RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF CUMBERLAND COUNTY, PENNSYLVANIA, P.E. # 1411 AT THE PLACE AND TIME SPECIFIED IN THE FOREGOING AND THE AMENDED AND RESTATED DECLARATION FOR THE PURPOSE OF SHOWING THE LIMITED COMMON ELEMENTS, RESERVED COMMON ELEMENTS, IF ANY, AND FOR THE PURPOSE OF SHOWING THE LEVEL LINES FOR THE SIX (6) CONDOMINIUM UNITS WITHIN BUILDING 'E'.

STATE OF PENNSYLVANIA
COUNTY OF CUMBERLAND

PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC, IN AND FOR THE STATE AND COUNTY AFORESAID,

Donald E. Meier
DONALD E. MEIER, PRESIDENT, LAUREL HILLS DEVELOPMENT CORP.

WHO ACKNOWLEDGE THAT THIS PLAN TO BE THE ACT AND DEED OF SAID CORPORATION AND DEBRES THE SAME TO BE RECORDED AS SUCH.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL THIS DAY OF *October*, 19 *89*.

RECORDED IN PLAN BOOK _____ DAY OF _____ 19 *89*
IN PLAN BOOK _____ PAGE _____

Robert D. Schubert
RECORDED PROFESSIONAL LAND SURVEYOR
P.E. # 1411

I HAVE SIGNED A REGISTERED PROFESSIONAL ENGINEER AND PROFESSIONAL LAND SURVEYOR IN THE COMMONWEALTH OF PENNSYLVANIA AND CERTIFY THAT THE SECOND AMENDMENT TO PLATS AND PLANS - SITE PLAN IS FULLY AND ACCURATELY SHOWS THE PROPERTY, SPECIFICALLY INCLUDING THE LAYOUT OF THE SIX (6) UNITS SITUATED WITHIN BUILDING 'E', SPECIFICALLY INCLUDING THE UNIT BOUNDARIES, THE LAYOUT ELEMENTS AND LIMITED COMMON ELEMENTS, TOGETHER WITH THE UNIT BOUNDARIES OF EACH DETACHED GARAGE, AND THE LIMITED COMMON ELEMENTS AND RESERVED COMMON ELEMENTS FOR EACH UNIT SHOWN. I DEBRES THE NAME OF THE PROPERTY AS LAUREL HILLS NORTH CONDOMINIUM I, AND (4) CONTAINS ALL INFORMATION REQUIRED UNDER SECTION 620 OF THE PENNSYLVANIA UNIFORM CONDOMINIUM ACT, 68 P.S. § 620.

STATE OF PENNSYLVANIA
COUNTY OF CUMBERLAND

PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC, IN AND FOR THE STATE AND COUNTY AFORESAID,

Robert D. Schubert
ROBERT D. SCHUBERT, P.E., P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR

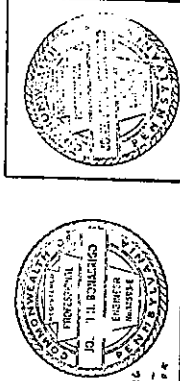
I HAVE SIGNED A REGISTERED PROFESSIONAL ENGINEER AND PROFESSIONAL LAND SURVEYOR IN THE COMMONWEALTH OF PENNSYLVANIA AND CERTIFY THAT THE SECOND AMENDMENT TO PLATS AND PLANS - SITE PLAN IS FULLY AND ACCURATELY SHOWS THE PROPERTY, SPECIFICALLY INCLUDING THE LAYOUT OF THE SIX (6) UNITS SITUATED WITHIN BUILDING 'E', SPECIFICALLY INCLUDING THE UNIT BOUNDARIES, THE LAYOUT ELEMENTS AND LIMITED COMMON ELEMENTS, TOGETHER WITH THE UNIT BOUNDARIES OF EACH DETACHED GARAGE, AND THE LIMITED COMMON ELEMENTS AND RESERVED COMMON ELEMENTS FOR EACH UNIT SHOWN. I DEBRES THE NAME OF THE PROPERTY AS LAUREL HILLS NORTH CONDOMINIUM I, AND (4) CONTAINS ALL INFORMATION REQUIRED UNDER SECTION 620 OF THE PENNSYLVANIA UNIFORM CONDOMINIUM ACT, 68 P.S. § 620.

NOTARIAL SEAL
ROBERT D. SCHUBERT, P.E., P.L.S.
LAUREL HILLS DEVELOPMENT CORP.
By Commission Expires June 1, 1991

SECOND AMENDMENT TO PLATS AND PLANS - SITE PLAN
LAUREL HILLS NORTH CONDOMINIUM I
EAST PENNSYLVANIA TOWNSHIP, CUMBERLAND COUNTY, PA

PREPARED BY: *Paul E. Bopp & Assoc., Inc.*
1909 BRIDGE STREET
NEW CUMBERLAND, PA 17070

SCALE: 1" = 50' DATE: OCT. 31, 1991 SHEET 1 OF 3



PLATS AND PLANS - SITE PLAN
RECORDED IN PLAN BOOK 87, PAGE 122
FIRST AMENDMENT TO PLATS AND PLANS -
SITE PLAN RECORDED AT PLAN BOOK 87, PAGE 122

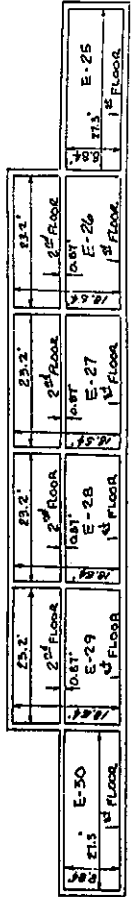
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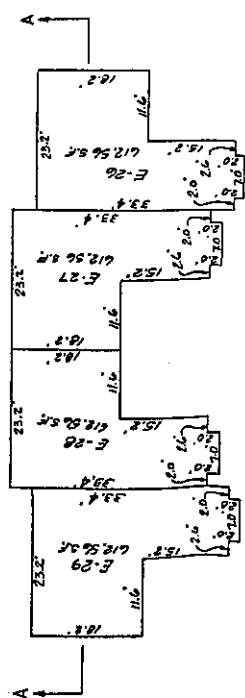
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- E- 4,881.25

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- E- 4,901.01

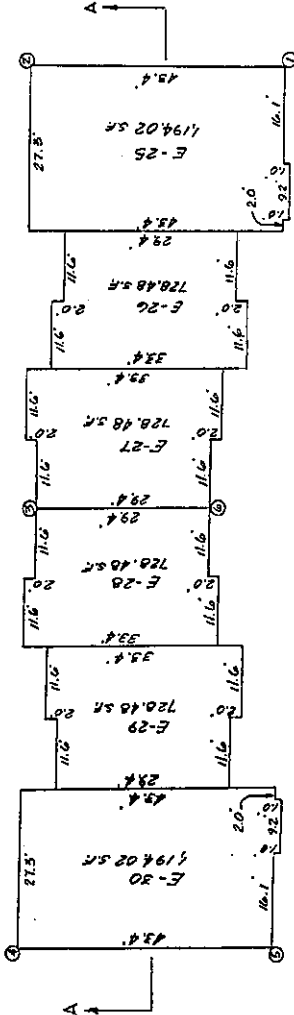
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- N- 4,557.19
- E- 4,912.92



SECTION A-A BUILDING E



SECOND FLOOR PLAN - BUILDING E



FIRST FLOOR PLAN - BUILDING E

CERTIFICATE OF SUBSTANTIAL COMPLETION FOR BUILDING "E"

THE UNDERSIGNED, JOSEPH H. BONARRIGO, A REGISTERED PROFESSIONAL ENGINEER, PROFESSIONAL LAND SURVEYOR, PAUL E. GROF & ASSOC., INC., CONSULTING ENGINEERS, 1000 MARKET STREET, PHILADELPHIA, PENNSYLVANIA 19107, HEREBY CERTIFIES THAT ALL STRUCTURAL COMPONENTS AND MECHANICAL, ELECTRICAL AND PLUMBING WORK SHOWN ON THIS SECOND AMENDMENT TO PLATS AND PLANS - SITE PLAN ARE SUBSTANTIALLY COMPLETED IN ACCORDANCE WITH THIS SECOND AMENDMENT TO PLATS AND PLANS - SITE PLAN.

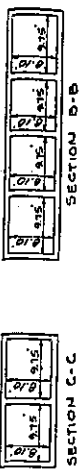
THIS CERTIFICATE OF COMPLETION EXECUTED THIS 30 DAY OF Sept, 1993

Joseph H. Bonarrigo
JOSEPH H. BONARRIGO, PE, PLS
COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CUMBERLAND

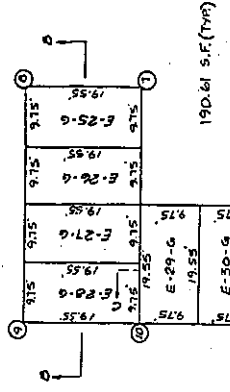
BEFORE ME, A NOTARY PUBLIC IN THE COMMONWEALTH OF PENNSYLVANIA, PERSONALLY APPEARED JOSEPH H. BONARRIGO, PE, PLS KNOWN TO BE OR SATISFACTORILY PROVEN TO BE THE PERSON WHOSE NAME IS SUBSCRIBED ON THE CERTIFICATE OF COMPLETION AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND SEAL.
Joseph H. Bonarrigo
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

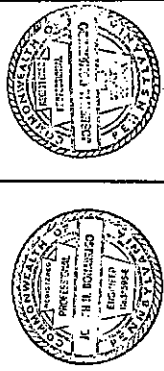


BUILDING E GARAGES



BUILDING E GARAGES

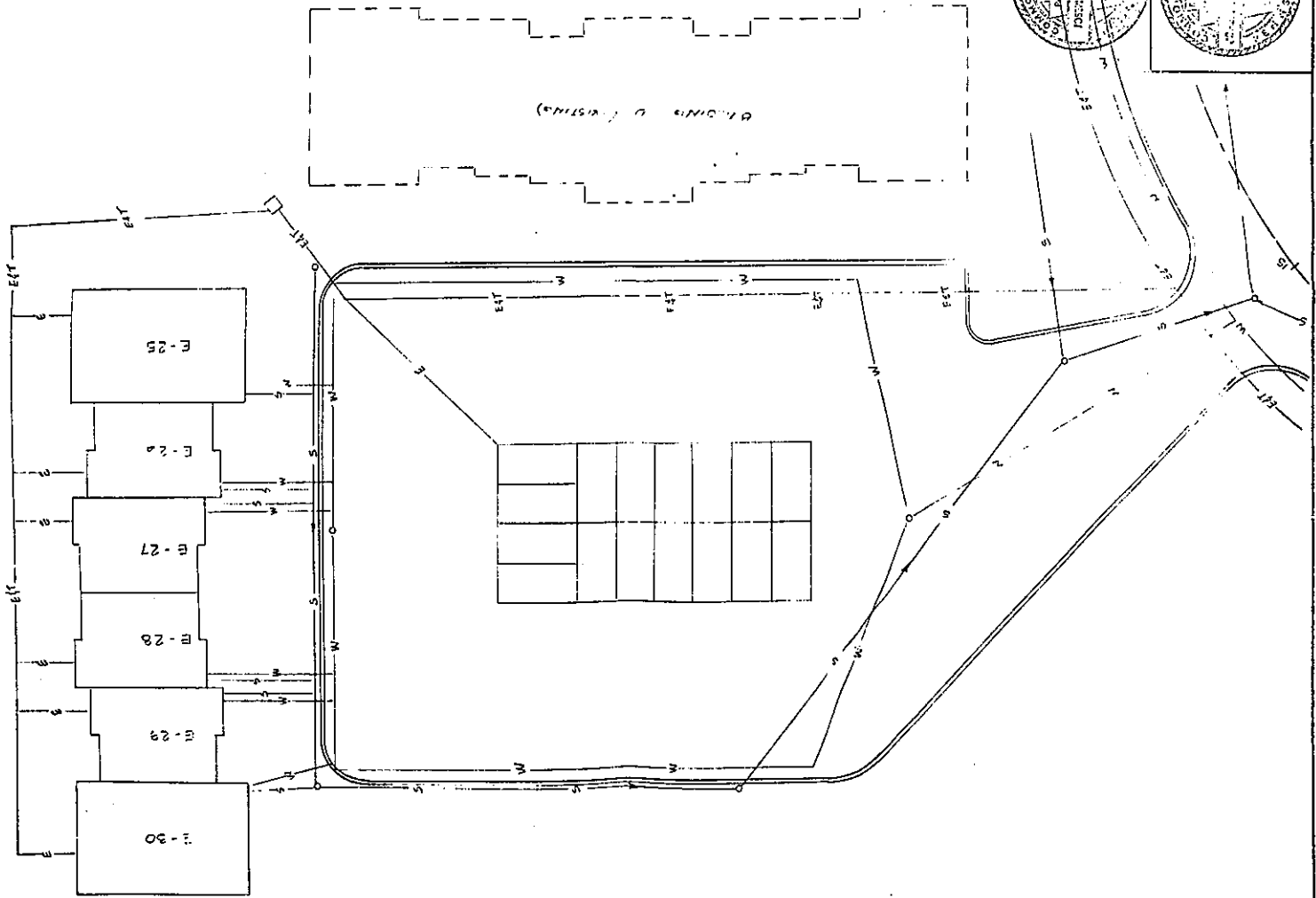
SECOND AMENDMENT TO PLATS AND PLANS - SITE PLAN
LAUREL HILLS NORTH CONDOMINIUM I
EAST PENNSBORO TOWNSHIP, CUMBERLAND COUNTY, PA



PREPARED BY:
PAUL E. GROF & ASSOC., INC.
1200 MARKET STREET
NEW CUMBERLAND, PA 17070

SCALE: 1" = 15'
DATE: OCT. 31, 1991
SHEET 2 OF 3

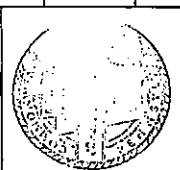
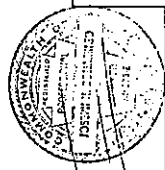
P-1000 10/31/91



UTILITY PLAN - BUILDING E
 SECOND AMENDMENT TO PLATS AND PLANS - SITE PLAN
 LAUREL HILLS NORTH CONDOMINIUM I
 EAST PENNSYLVANIA TOWNSHIP, CUMBERLAND COUNTY, PA

PREPARED BY:
 PAUL E. GRAY & ASSOC., INC.
 1309 BRIDGE STREET
 NEW CUMBERLAND, PA 17070

SCALE: 1" = 20'
 DATE: OCT. 31, 1991
 SHEET 3 OF 3



PL 10000 66 P 7 13575

EXHIBIT "V"

THIRD AMENDMENT TO AMENDED AND RESTATED DECLARATION

36. 8387 Johnson et al.
007630-00002/April 2, 1996/RHW/PAR/51937

ROBERT P. ZIEGLER
RECORDER OF DEEDS
CUMBERLAND COUNTY-PA

'96 APR 4 PM 4 19

**THIRD AMENDMENT TO AMENDED AND RESTATED DECLARATION
LAUREL HILLS NORTH CONDOMINIUM I**

THIS THIRD AMENDMENT TO AMENDED AND RESTATED DECLARATION, made this 3rd day of April, 1996, by **LAUREL HILLS DEVELOPMENT CORP.**, a Pennsylvania corporation, having its principal place of business located at 744 Wertzville Road, Enola (East Pennsboro Township), Cumberland County, Pennsylvania, Declarant, pursuant to Declaration, dated April 4, 1989, recorded in the Office of the Recorder of Deeds of Cumberland County in Miscellaneous Book 362, Page 661, as amended and restated by the Amended and Restated Declaration, dated October 15, 1990, recorded in the Office of the Recorder of Deeds of Cumberland County in Miscellaneous Book 388, page 843, submitting to the provisions of the Pennsylvania Uniform Condominium Act, a flexible residential condominium project known as **Laurel Hills North Condominium I**.

WITNESSETH:

WHEREAS, Declarant, as set forth above, has previously recorded a Declaration, dated April 4, 1989, as amended and restated by the Amended and Restated Declaration, dated October 15, 1990, submitting real estate, described in said Declaration, including all easements, rights and appurtenances thereto and the buildings and improvements erected or to be erected thereon to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa.C.S.A. §§3301 et. seq. and thereby created with respect to the real estate as described in said Declaration a flexible residential condominium known as "**Laurel Hills North Condominium I**"; and

WHEREAS, as set forth above, the Declaration was recorded on April 6, 1989, in the Office of the Recorder of Deeds of Cumberland County in Miscellaneous Book 362, Page 661, the Amended and Restated Declaration was recorded October 22, 1990 in the Office of the Recorder of Deeds of Cumberland County in Miscellaneous Book 388, Page 843, the First Amendment to Amended and Restated Declaration was recorded September 28, 1993, in the Office of the Recorder of Deeds of Cumberland County in Miscellaneous Book 455, Page 201, and the Second Amendment to Amended and Restated Declaration was recorded March 11, 1996, in the Office of the Recorder of Deeds of Cumberland County in Miscellaneous Book 515, page 406; and

WHEREAS, Plats and Plans-Site Plan, Laurel Hills North Condominium I, dated March 21, 1989, was recorded in the Office of the Recorder of Deeds of Cumberland County on April 6, 1989 in Plan Book 57, page 126; and

WHEREAS, First Amendment to Plats and Plans-Site Plan, Laurel Hills North Condominium I, dated September 28, 1990, was recorded in the Office of the Recorder of Deeds of Cumberland County on October 22, 1990 in Plan Book 61, Page 102; and

WHEREAS, Second Amendment to Plats and Plans-Site Plan, Laurel Hills North Condominium I, dated October 31, 1991, was recorded in the Office of the Recorder of Deeds of Cumberland County on September 28, 1993, in Plan Book 66, Page 135; and

WHEREAS, Third Amendment to Plats and Plans-Site Plan, Laurel Hills North Condominium I, dated September 18, 1995, revised March 4, 1996, was recorded in the Office of the Recorder of Deeds of Cumberland County on March 11, 1996, in Plan Book 71, Page 132; and

WHEREAS, Declarant now desires to amend the Declaration, to include the Plats and Plans-Site Plan, to convert Convertible Real Estate IV, Convertible Real Estate V, and Convertible Real Estate VI to Units and Limited Common Elements.

NOW, THEREFORE, Declarant, pursuant to Article V of the Amended and Restated Declaration, provides as follows:

Section 1. Conversion of Convertible Real Estate IV, Convertible Real Estate V and Convertible Real Estate VI. Declarant hereby converts Convertible Real Estate IV, containing 1.0579 acres, Convertible Real Estate V, containing 0.5836 acres, and Convertible Real Estate VI, containing 0.4384 acres, to Units and Limited Common Elements as hereinafter provided. Said Convertible Real Estate IV, containing 1.0574 acres, Convertible Real Estate V, containing 0.5836 acres, and Convertible Real Estate VI, containing 0.4384 acres are more particularly bounded and described in Exhibit "C" of the Declaration, dated April 4, 1989, recorded April 6, 1989, in the Office of the Recorder of Deeds of Cumberland County

in Miscellaneous Book 362, Page 661, Exhibit "C" of the Amended and Restated Declaration, dated October 15, 1990, recorded October 22, 1990 in the Office of the Recorder of Deeds of Cumberland County in Miscellaneous Book 388, Page 843, and in Plats and Plans-Site Plan, Laurel Hills North Condominium I, dated March 21, 1989, recorded April 6, 1989, in the Office of the Recorder of Deeds of Cumberland County in Plan Book 57, Page 126.

Section 2. Creation and Identification of Additional Units. Declarant hereby creates five (5) additional Condominium Units in Building G, together with five (5) detached garages, which said Units, including said detached garages, shall be identified as follows:

Unit Identifying Numbers

G-36/G-36-G
G-37/G-37-G
G-38/G-38-G
G-39/G-39-G
G-40/G-40-G

FURTHER, Declarant hereby creates five (5) additional Condominium Units in Building H, together with five (5) detached garages, which said Units, including said detached garages, shall be identified as follows:

Unit Identifying Numbers

H-41/H-41-G
H-42/H-42-G
H-43/H-43-G
H-44/H-44-G
H-45/H-45-G

FURTHER, Declarant hereby creates five (5) additional Condominium Units in Building I, together with five (5) detached garages, which said Units, including said detached garages, shall be identified as follows:

Unit Identifying Numbers

- I-46/I-46-G
- I-47/I-47-G
- I-48/I-48-G
- I-49/I-49-G
- I-50/I-50-G

Section 3. Reallocation of Percentage Interest. Pursuant to Section 2.1 of the Amended and Restated Declaration, and upon recording of this Third Amendment to Amended and Restated Declaration, the Percentage Interest in each of the Units is hereby reallocated as set forth on Exhibit "A", attached hereto and incorporated herein. Said Percentage Interest, as reallocated in accordance with Exhibit "A", is based upon the area of the thirty-five (35) Units which are presently constructed, together with the area as set forth on Exhibit "A", of the five (5) Units within Building G, the five (5) Units within Building H, and the five (5) Units within Building I.

Section 4. Votes and Common Expense Liability. Each Unit in Building A, Building B, Building C, Building D, Building E, Building F, Building G, Building H, and Building I shall be allocated the number of votes in the Association equal to the Percentage Interest in the Common Elements as specified in Exhibit "A", attached hereto. Voting strength and Common Expense Liability shall be equal to the Percentage Interest in Common Elements.

Section 5. Parking Spaces. Parking spaces for the above-listed Units of Building G, Building H, and Building I are hereby assigned as set forth in Exhibit "B" attached hereto and incorporated herein.

Section 6. Description of Units and Common Elements. Units and Limited Common Elements formed out of Convertible Real Estate IV, Convertible Real Estate V and Convertible Real Estate VI are

described in the Fourth Amendment to Plats and Plans-Site Plan, Laurel Hills North Condominium I, dated February 9, 1996, which Fourth Amendment to Plats and Plans-Site Plan is recorded in the Office of the Recorder of Deeds of Cumberland County in Plan Book 72, Page 1.

Section 7. Balance of Declaration. All other terms and provisions of the Declaration for Laurel Hills North Condominium I, dated April 4, 1989, recorded April 6, 1989, in the Office of the Recorder of Deeds of Cumberland County in Miscellaneous Book 362, Page 661, as amended and restated by the Amended and Restated Declaration, dated October 15, 1990, recorded October 22, 1990, in the Office of the Recorder of Deeds of Cumberland County in Miscellaneous Book 388, Page 843, and as further amended by the First Amendment to Amended and Restated Declaration, dated September 22, 1993, recorded September 28, 1993, in the office of the Recorder of Deeds of Cumberland County in Miscellaneous Book 455, Page 201, and Second Amendment to Amended and Restated Declaration, dated March 7, 1996, recorded March 11, 1996, in the Office of the Recorder of Deeds of Cumberland County in Miscellaneous Book 515, Page 406, shall be and remain in effect and said Declaration, as amended, shall only be further amended as specifically herein provided.

Section 8. Balance of Plats and Plans. Plats and Plans-Site Plan, Laurel Hills North Condominium I, dated March 21, 1989, recorded April 6, 1989, in the Office of the Recorder of Deeds of Cumberland County in Plan Book 57, Page 126, as amended by First Amendment to Plats and Plans-Site Plan, Laurel Hills North Condominium I, dated September 28, 1990, recorded October 22, 1990, in Plan Book 61, Page 102, Second Amendment to Plats and Plans-Site Plan, Laurel Hills North Condominium I, dated October 31, 1991, recorded September 28, 1993, in the Office of the Recorder of Deeds of Cumberland County in Plan Book 66, Page 135, and Third Amendment to Plats and Plans Site-Plan, dated September 18, 1995, revised March 4, 1996, recorded in the Office of the Recorder of Deeds of Cumberland County in Plan Book 71, Page 132, shall only be further amended as specifically herein provided and as specifically provided in the Fourth Amendment to Plats and Plans-Site Plan, Laurel Hills North Condominium I, dated February 9, 1996, recorded in the Office of the Recorder of Deeds of Cumberland County in Plan Book 72, Page 1.

Section 9. Effective Date. The effective date of this Third Amendment to Amended and Restated Declaration shall be the date of recording.

IN WITNESS WHEREOF, Donald E. Meske, as President of Laurel Hills Development Corp., Declarant, has caused this Third Amendment to Amended and Restated Declaration to be executed in accordance with the provisions of the Pennsylvania Uniform Condominium Act, as amended, and the Declaration, as amended, on the day and year first above written.

LAUREL HILLS DEVELOPMENT CORP., Declarant

By: *Donald E. Meske* (SEAL)
Donald E. Meske, President

ATTEST:

[Signature]
Secretary
(CORPORATE SEAL)

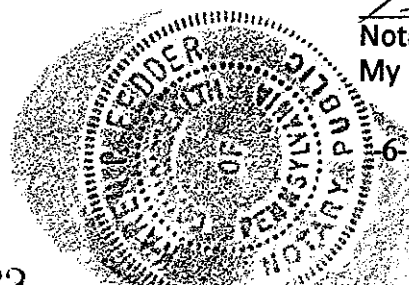
ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF Columbia :

On this, the 3rd day of April, 1996, before me, the undersigned officer, personally appeared DONALD E. MESKE, who acknowledged himself to be President of Laurel Hills Development Corp., a 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 hereunto set my hand and official seal.

Karen P. Fedder
Notary Public
My Commission Expires:



Notarial Seal
Karen P. Fedder, Notary Public
Berwick Boro, Columbia County
My Commission Expires June 24, 1999
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA :

: ss:

COUNTY OF CUMBERLAND :

RECORDED on the _____ day of _____, 199____, in the Recorder's Office of the said County in Miscellaneous Book _____, Page _____.

Given under my hand and the seal of the said office, the date above written.

_____, Recorder

EXHIBIT "A"

**PERCENTAGE INTEREST IN COMMON ELEMENTS
AND
SCHEDULE OF REALLOCATION**

Building A (Existing)

| <u>Unit Identifying Number</u> | <u>Area of Unit (including detached garage)</u> | <u>Percentage Interest</u> |
|--------------------------------|-----------------------------------------------------|----------------------------|
| A-1/A-1-G | 1,626.7 square feet | 2.35% |
| A-2/A-2-G | 1,410.0 square feet | 2.03% |
| A-3/A-3-G | 1,707.8 square feet | 2.46% |
| A-4/A-4-G | 1,601.3 square feet | 2.31% |
| A-5/A-5-G | 1,521.6 square feet | 2.19% |
| A-6/A-6-G | 1,627.5 square feet | 2.35% |

Total Building Area: 9,494.9 square feet

Building B (Existing)

| <u>Unit Identifying Number</u> | <u>Area of Unit (including detached garage)</u> | <u>Percentage Interest</u> |
|--------------------------------|-----------------------------------------------------|----------------------------|
| B-7/B-7-G | 1,626.7 square feet | 2.35% |
| B-8/B-8-G | 1,410.0 square feet | 2.03% |
| B-9/B-9-G | 1,707.8 square feet | 2.46% |
| B-10/B-10-G | 1,713.3 square feet | 2.47% |
| B-11/B-11-G | 1,521.6 square feet | 2.19% |
| B-12/B-12-G | 1,627.5 square feet | 2.35% |

Total Building Area: 9,606.9 square feet

Building C (Existing)

| <u>Unit Identifying Number</u> | <u>Area of Unit (including detached garage)</u> | <u>Percentage Interest</u> |
|--------------------------------|-----------------------------------------------------|----------------------------|
| C-13/C-13-G | 1,626.7 square feet | 2.35% |
| C-14/C-14-G | 1,410.0 square feet | 2.03% |
| C-15/C-15-G | 1,707.8 square feet | 2.46% |
| C-16/C-16-G | 1,601.3 square feet | 2.31% |
| C-17/C-17-G | 1,521.6 square feet | 2.19% |
| C-18/C-18-G | 1,627.5 square feet | 2.35% |

Total Building Area: 9,494.9 square feet

Building D (Existing)

| <u>Unit Identifying Number</u> | <u>Area of Unit (including detached garage)</u> | <u>Percentage Interest</u> |
|--------------------------------|-----------------------------------------------------|----------------------------|
| D-19/D-19-G | 3,205.38 square feet | 4.62% |
| D-20/D-20-G | 2,993.51 square feet | 4.32% |
| D-21/D-21-G | 3,297.39 square feet | 4.75% |
| D-22/D-22-G | 3,297.39 square feet | 4.75% |
| D-23/D-23-G | 2,993.51 square feet | 4.32% |
| D-24/D-24-G | 3,205.38 square feet | 4.62% |

Total Building Area: 18,992.56 square feet

Building E (Existing)

| <u>Unit Identifying Number</u> | <u>Area of Unit (including detached garage)</u> | <u>Percentage Interest</u> |
|--------------------------------|-----------------------------------------------------|----------------------------|
| E-25/E-25-G | 1,384.68 square feet | 2.00% |
| E-26/E-26-G | 1,531.65 square feet | 2.21% |
| E-27/E-27-G | 1,531.65 square feet | 2.21% |
| E-28/E-28-G | 1,531.65 square feet | 2.21% |
| E-29/E-29-G | 1,531.65 square feet | 2.21% |
| E-30/E-30-G | 1,384.63 square feet | 2.00% |

Total Building Area: 8,895.86 square feet

Building F (Existing)

| <u>Unit Identifying Number</u> | <u>Area of Unit (including detached garage)</u> | <u>Percentage Interest</u> |
|--------------------------------|-----------------------------------------------------|----------------------------|
| F-31/F-31-G | 2,552.80 square feet | 3.68% |
| F-32/F-32-G | 2,580.10 square feet | 3.72% |
| F-33/F-33-G | 2,603.50 square feet | 3.75% |
| F-34/F-34-G | 2,574.89 square feet | 3.71% |
| F-35/F-35-G | 2,564.87 square feet | 3.69% |

Total Building Area (Existing): 12,876.16 square feet

Building G (MUST BE BUILT)*

| <u>Unit Identifying Number</u> | <u>Area of Unit. (including detached garage)</u> | <u>Percentage Interest</u> |
|--------------------------------|------------------------------------------------------|----------------------------|
| G-36/G-36-G | 2,036.37 square feet | 2.62% |
| G-37/G-37-G | 1,468.62 square feet | 1.89% |
| G-38/G-38-G | 1,468.62 square feet | 1.89% |
| G-39/G-39-G | 1,468.62 square feet | 1.89% |
| G-40/G-40-G | 2,036.37 square feet | 2.62% |

Total Building Area: 8,478.6 square feet

* Upon the conveyance of the first Unit to be sold within Building G, the Percentage Interest for all existing Units will be reallocated as follows:

| <u>Unit Identifying Number</u> | <u>Percentage Interest</u> |
|--------------------------------|----------------------------|
| A-1/A-1-G | 2.09% |
| A-2/A-2-G | 1.81% |
| A-3/A-3-G | 2.19% |
| A-4/A-4-G | 2.06% |
| A-5/A-5-G | 1.95% |
| A-6/A-6-G | 2.09% |
| B-7/B-7-G | 2.09% |
| B-8/B-8-G | 1.81% |
| B-9/B-9-G | 2.19% |
| B-10/B-10-G | 2.20% |
| B-11/B-11-G | 1.95% |
| B-12/B-12-G | 2.09% |
| C-13/C-13-G | 2.09% |
| C-14/C-14-G | 1.81% |
| C-15/C-15-G | 2.19% |
| C-16/C-16-G | 2.06% |
| C-17/C-17-G | 1.95% |
| C-18/C-18-G | 2.09% |
| D-19/D-19-G | 4.12% |
| D-20/D-20-G | 3.84% |
| D-21/D-21-G | 4.24% |

| | |
|-------------|-------|
| D-22/D-22-G | 4.24% |
| D-23/D-23-G | 3.84% |
| D-24/D-24-G | 4.12% |
| E-25/E-25-G | 1.78% |
| E-26/E-26-G | 1.97% |
| E-27/E-27-G | 1.97% |
| E-28/E-28-G | 1.97% |
| E-29/E-29-G | 1.97% |
| E-30/E-30-G | 1.78% |
| F-31/F-31-G | 3.28% |
| F-32/F-32-G | 3.31% |
| F-33/F-33-G | 3.34% |
| F-34/F-34-G | 3.31% |
| F-35/F-35-G | 3.30% |

Building H (MUST BE BUILT)*

| <u>Unit Identifying Number</u> | <u>Area of Unit (including detached garage)</u> | <u>Percentage Interest</u> |
|--------------------------------|-----------------------------------------------------|----------------------------|
| H-41/H-41-G | 2,036.37 square feet | 2.36% |
| H-42/H-42-G | 1,468.62 square feet | 1.70% |
| H-43/H-43-G | 1,468.62 square feet | 1.70% |
| H-44/H-44-G | 1,484.63 square feet | 1.70% |
| H-45/H-45-G | 2,036.37 square feet | 2.36% |

Total Building Area: 8,478.6 square feet

* Upon the conveyance of the first Unit to be sold within Building H, the Percentage Interest for all existing Units will be reallocated as follows:

| <u>Unit Identifying Number</u> | <u>Percentage Interest</u> |
|--------------------------------|----------------------------|
| A-1/A-1-G | 1.89% |
| A-2/A-2-G | 1.63% |
| A-3/A-3-G | 1.98% |
| A-4/A-4-G | 1.85% |

| | |
|-------------|-------|
| A-5/A-5-G | 1.76% |
| A-6/A-6-G | 1.89% |
| B-7/B-7-G | 1.88% |
| B-8/B-8-G | 1.63% |
| B-9/B-9-G | 1.98% |
| B-10/B-10-G | 1.99% |
| B-11/B-11-G | 1.76% |
| B-12/B-12-G | 1.89% |
| C-13/C-13-G | 1.88% |
| C-14/C-14-G | 1.63% |
| C-15/C-15-G | 1.98% |
| C-16/C-16-G | 1.85% |
| C-17/C-17-G | 1.76% |
| C-18/C-18-G | 1.89% |
| D-19/D-19-G | 3.71% |
| D-20/D-20-G | 3.47% |
| D-21/D-21-G | 3.82% |
| D-22/D-22-G | 3.82% |
| D-23/D-23-G | 3.47% |
| D-24/D-24-G | 3.71% |
| E-25/E-25-G | 1.61% |
| E-26/E-26-G | 1.77% |
| E-27/E-27-G | 1.77% |
| E-28/E-28-G | 1.77% |
| E-29/E-29-G | 1.77% |
| E-30/E-30-G | 1.61% |
| F-31/F-31-G | 2.96% |
| F-32/F-32-G | 2.99% |
| F-33/F-33-G | 3.02% |
| F-34/F-34-G | 2.98% |
| F-35/F-35-G | 2.97% |
| G-36/G-36-G | 2.36% |
| G-37/G-37-G | 1.70% |
| G-38/G-38-G | 1.70% |
| G-39/G-39-G | 1.70% |
| G-40/G-40-G | 2.36% |

Building I (MUST BE BUILT) *

| <u>Unit Identifying Number</u> | <u>Area of Unit (including detached garage)</u> | <u>Percentage Interest</u> |
|--------------------------------|-----------------------------------------------------|----------------------------|
| I-46/I-46-G | 2,036.37 square feet | 2.15% |
| I-47/I-47-G | 1,468.62 square feet | 1.55% |
| I-48/I-48-G | 1,468.62 square feet | 1.55% |
| I-49/I-49-G | 1,468.62 square feet | 1.55% |
| I-50/I-50-G | 2,036.37 square feet | 2.15% |

Total Building Area: 8,478.6 square feet

* Upon the conveyance of the first Unit to be sold within Building I, the Percentage Interest for all existing Units will be reallocated as follows:

| <u>Unit Identifying Number</u> | <u>Percentage Interest</u> |
|--------------------------------|----------------------------|
| A-1/A-1-G | 1.72% |
| A-2/A-2-G | 1.49% |
| A-3/A-3-G | 1.80% |
| A-4/A-4-G | 1.69% |
| A-5/A-5-G | 1.60% |
| A-6/A-6-G | 1.72% |
| B-7/B-7-G | 1.72% |
| B-8/B-8-G | 1.49% |
| B-9/B-9-G | 1.80% |
| B-10/B-10-G | 1.81% |
| B-11/B-11-G | 1.60% |
| B-12/B-12-G | 1.72% |
| C-13/C-13-G | 1.72% |
| C-14/C-14-G | 1.49% |
| C-15/C-15-G | 1.80% |
| C-16/C-16-G | 1.69% |
| C-17/C-17-G | 1.60% |
| C-18/C-18-G | 1.72% |
| D-19/D-19-G | 3.38% |
| D-20/D-20-G | 3.16% |
| D-21/D-21-G | 3.47% |

| | |
|-------------|-------|
| D-22/D-22-G | 3.47% |
| D-23/D-23-G | 3.16% |
| D-24/D-24-G | 3.38% |
| E-25/E-25-G | 1.46% |
| E-26/E-26-G | 1.61% |
| E-27/E-27-G | 1.61% |
| E-28/E-28-G | 1.61% |
| E-29/E-29-G | 1.61% |
| E-30/E-30-G | 1.46% |
| F-31/F-31-G | 2.69% |
| F-32/F-32-G | 2.72% |
| F-33/F-33-G | 2.75% |
| F-34/F-34-G | 2.72% |
| F-35/F-35-G | 2.71% |
| G-36/G-36-G | 2.15% |
| G-37/G-37-G | 1.55% |
| G-38/G-38-G | 1.55% |
| G-39/G-39-G | 1.55% |
| G-40/G-40-G | 2.15% |
| H-41/H-41-G | 2.15% |
| H-42/H-42-G | 1.55% |
| H-43/H-43-G | 1.55% |
| H-44/H-44-G | 1.55% |
| H-45/H-45-G | 2.15% |

EXHIBIT "B"
ASSIGNMENT OF PARKING SPACES AS
LIMITED COMMON ELEMENTS

Pursuant to Article III, Section 3.2 of the Amended and Restated Declaration, the following assignment of parking spaces is made with respect to the Units contained in Buildings G, H and I.

| <u>Unit Identifying Number</u> | <u>Parking Space Number</u> |
|--------------------------------|-----------------------------|
| G-36/G-36-G | 3 and 4 |
| G-37/G-37-G | 5 and 6 |
| G-38/G-38-G | 7 and 8 |
| G-39/G-39-G | 9 and 10 |
| G-40/G-40-G | 11 and 12 |
| | |
| H-41/H-41-G | 13 and 14 |
| H-42/H-42-G | 15 and 16 |
| H-43/H-43-G | 17 and 18 |
| H-44/H-44-G | 19 and 20 |
| H-45/H-45-G | 21 and 22 |
| | |
| I-46/I-46-G | 23 and 24 |
| I-47/I-47-G | 25 and 26 |
| I-48/I-48-G | 27 and 28 |
| I-49/I-49-G | 29 and 30 |
| I-50/I-50-G | 31 and 32 |

State of Pennsylvania }
County of Cumberland } SS

Recorded in the office for the recording of Deeds

for and for Cumberland County, Pa.

in *Map* Book *517* Vol. *---* Page *217*

Witness my hand and seal of office of
Carlisle, PA this 4 day of apr 19 96

Robert P. Ziegler
Recorder

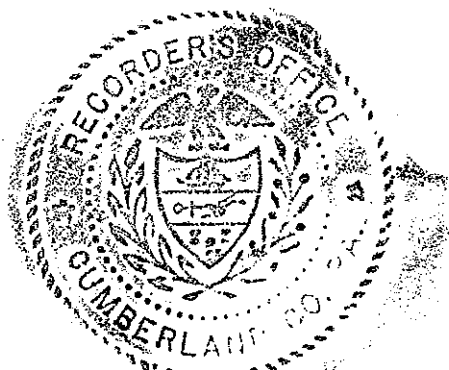
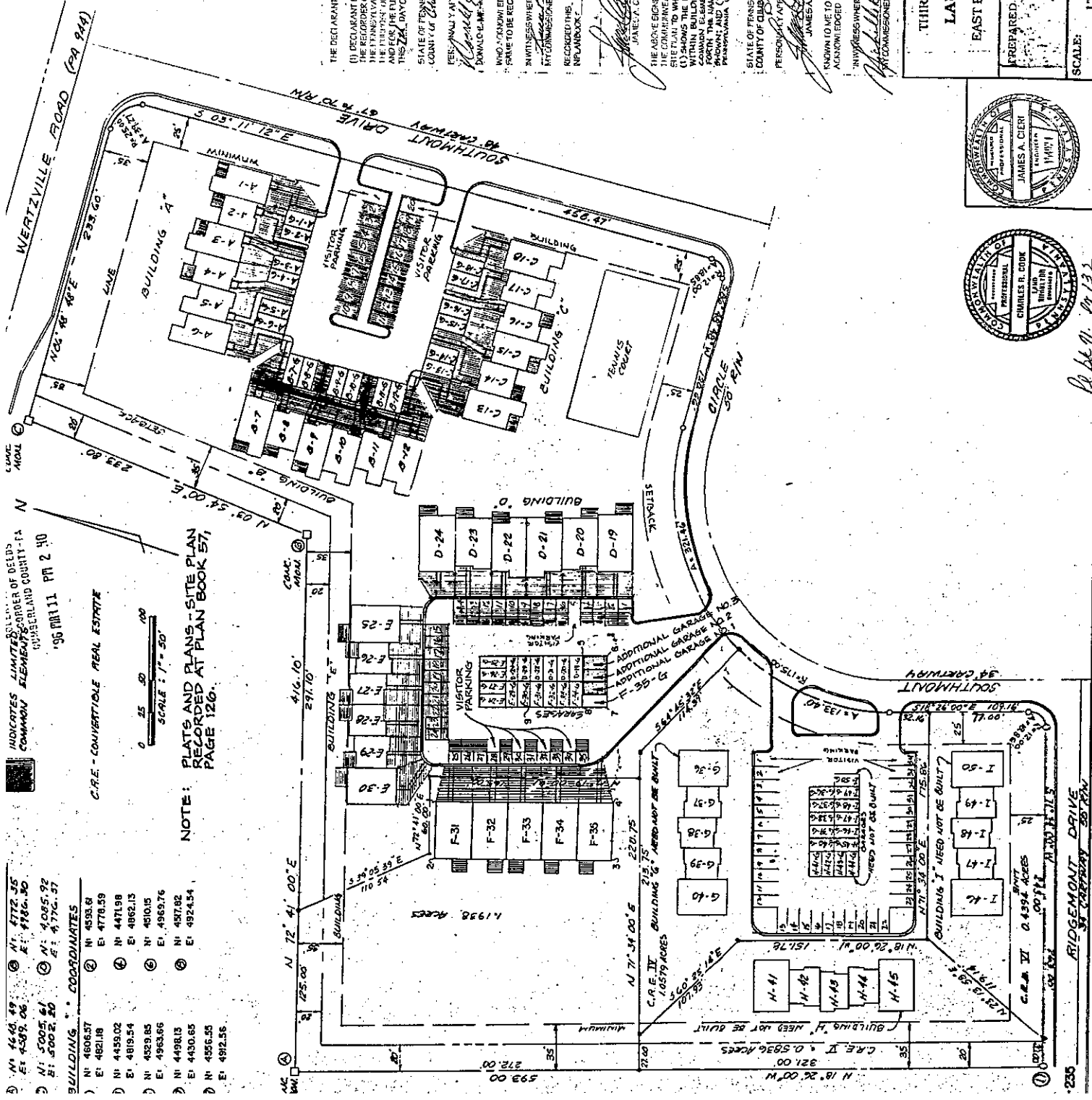
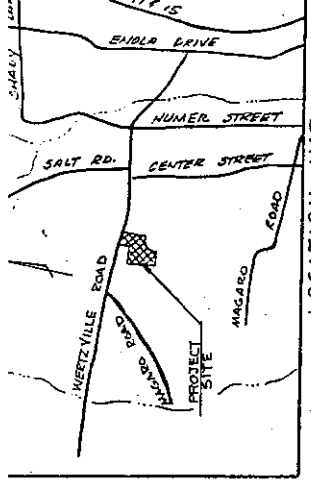


EXHIBIT "VI"

BYLAWS

EXHIBIT "XI"

THIRD AMENDMENT TO PLATS AND PLANS - SITE PLAN



INDICATES LIMITED SURVEY OF DEEDS COMMON ELEMENTS - CUMBERLAND COUNTY - 1A '96 PM 111 P. 2, 40

C.A.E. - CONVENTIONAL REAL ESTATE

SCALE: 1" = 50'

NOTE: PLATS AND PLANS - SITE PLAN RECORDED AT PLAN BOOK 571 PAGE 126.

COORDINATES

| | | |
|----|------------|------------|
| 1 | N: 4085.57 | E: 4821.18 |
| 2 | N: 4055.61 | E: 4778.59 |
| 3 | N: 4025.41 | E: 4819.54 |
| 4 | N: 4005.26 | E: 4862.13 |
| 5 | N: 3985.11 | E: 4904.72 |
| 6 | N: 3964.96 | E: 4947.31 |
| 7 | N: 3944.81 | E: 4989.90 |
| 8 | N: 3924.66 | E: 5032.49 |
| 9 | N: 3904.51 | E: 5075.08 |
| 10 | N: 3884.36 | E: 5117.67 |
| 11 | N: 3864.21 | E: 5160.26 |
| 12 | N: 3844.06 | E: 5202.85 |
| 13 | N: 3823.91 | E: 5245.44 |
| 14 | N: 3803.76 | E: 5288.03 |
| 15 | N: 3783.61 | E: 5330.62 |
| 16 | N: 3763.46 | E: 5373.21 |
| 17 | N: 3743.31 | E: 5415.80 |
| 18 | N: 3723.16 | E: 5458.39 |
| 19 | N: 3703.01 | E: 5500.98 |
| 20 | N: 3682.86 | E: 5543.57 |

THE DECLARANT HEREBY DECLARES AS FOLLOWS:

(1) DECLARANT DESIRES TO AMEND TO PLATS AND PLANS - SITE PLAN RECORDED IN THE OFFICE OF THE REGISTERED PROFESSIONAL ENGINEER AND ARCHITECT IN CUMBERLAND COUNTY, PENNSYLVANIA, THE THIRD AMENDMENT TO PLATS AND PLANS RECORDED IN THE OFFICE OF THE REGISTERED PROFESSIONAL ENGINEER AND ARCHITECT IN CUMBERLAND COUNTY, PENNSYLVANIA, RECORDED AT PLAN BOOK 571 PAGE 126, AND FOR THE PURPOSE OF SHOWING THE TITLE LINES FOR THE FIVE CONDOMINIUM UNITS WITHIN BUILDING A-1, THIS 28th DAY OF August, 1995.

STATE OF PENNSYLVANIA
 COUNTY OF CUMBERLAND
 I, James A. Cieri, Notary Public for the State and County aforesaid.
 DO hereby certify that the above and foregoing is the true and correct copy of the original as the same was presented to me by the declarant and that the same was recorded in my office on this 28th day of August, 1995.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL THIS 28th DAY OF August, 1995 AT Wertzville, Pennsylvania.

RECORDED THIS _____ DAY OF _____ 19____
 IN LAND BOOK _____ PAGE _____ RECORD # _____

JAMES A. CIERI
 Notary Public for the State and County aforesaid.
 My Commission Expires June 30, 1998

STATE OF PENNSYLVANIA
 COUNTY OF CUMBERLAND
 PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE ABOVE CERTIFICATION AND ACKNOWLEDGED THAT THEY EMPLOYED THE SAME FOR THE PURPOSE THEREIN CONTAINED.
 IN WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL THIS 28th DAY OF August, 1995.

JAMES A. CIERI, P.E.
 REGISTERED PROFESSIONAL ENGINEER AND ARCHITECT
 My Commission Expires June 30, 1998

CHARLES R. COOK, P.E.
 REGISTERED PROFESSIONAL ENGINEER AND ARCHITECT
 My Commission Expires June 30, 1998

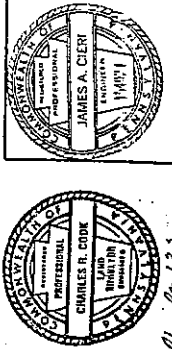
THIRD AMENDMENT TO PLATS AND PLANS - SITE PLAN
 LAUREL HILLS NORTH CONDOMINIUM I
 EAST PENNSBORO TOWNSHIP, CUMBERLAND COUNTY, PA.

PREPARED BY:
 ACT ONE CONSULTANTS, INC.
 2655 WALNUT STREET
 HARRISBURG, PA. 17101

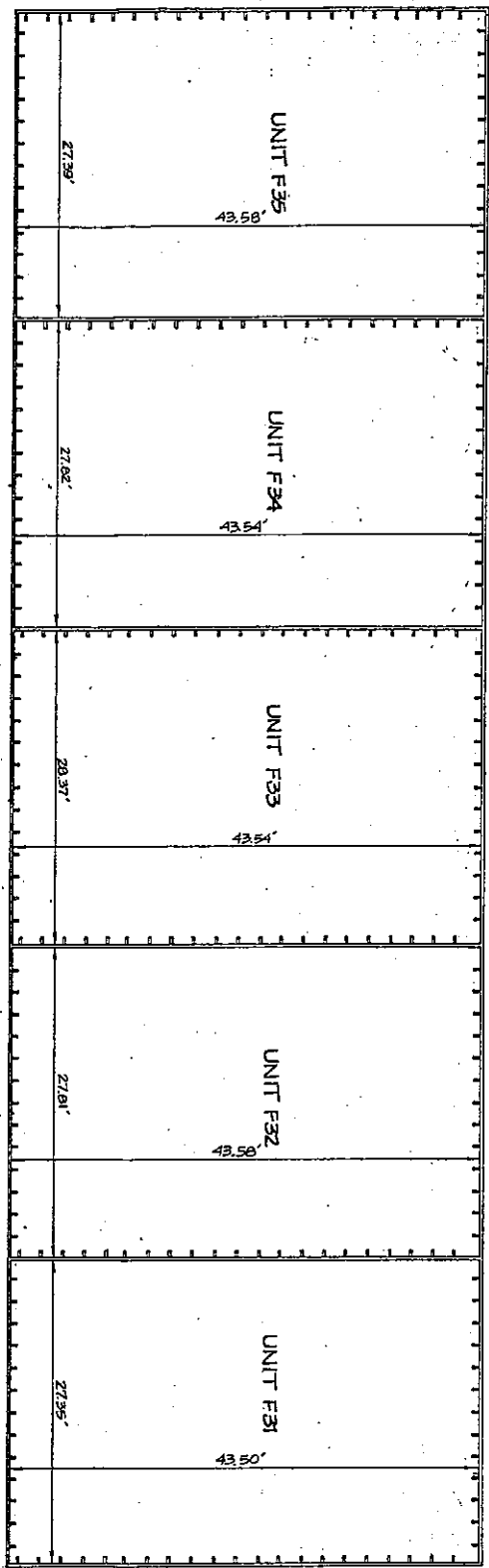
SCALE: 1" = 50'

SEPTEMBER 19, 1995
 REVISED: MAR. 4, 1996

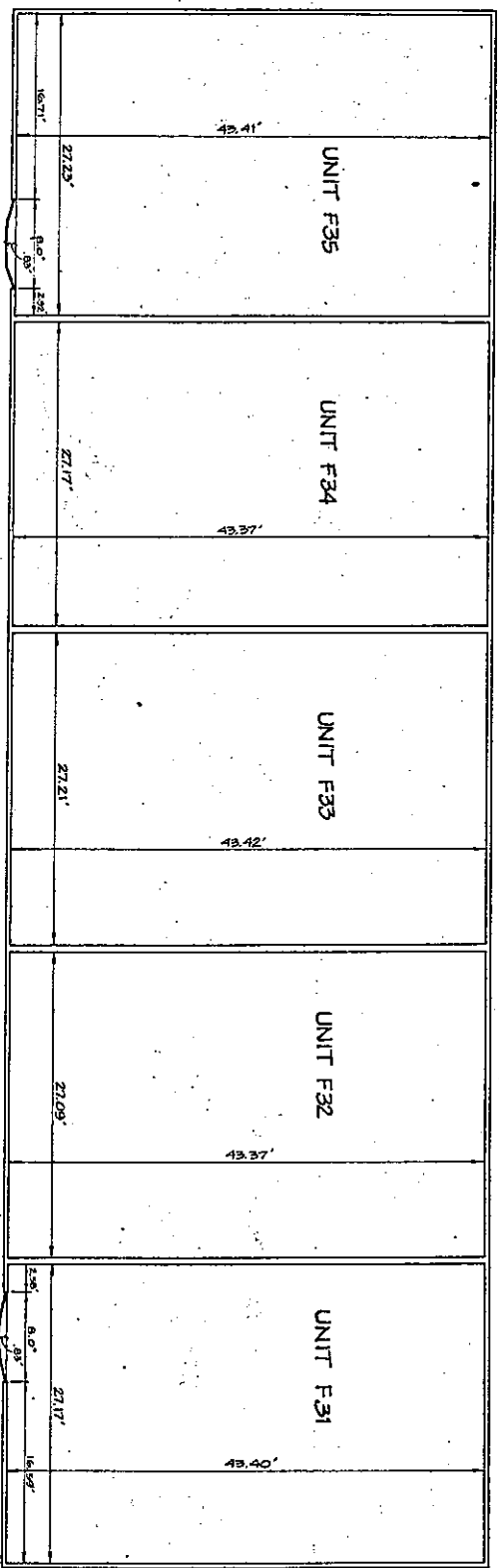
SHEET 1 OF 4



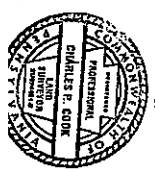
Page 11 of 13



BASEMENT PLAN (SUPERIOR)
SCALE: 1/8" = 1'-0"



FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

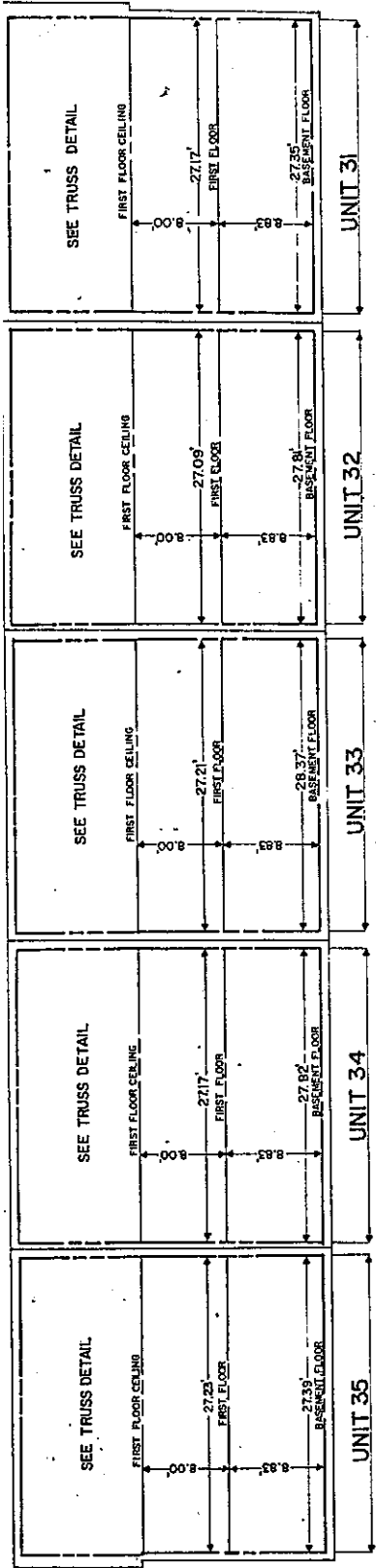


4-235

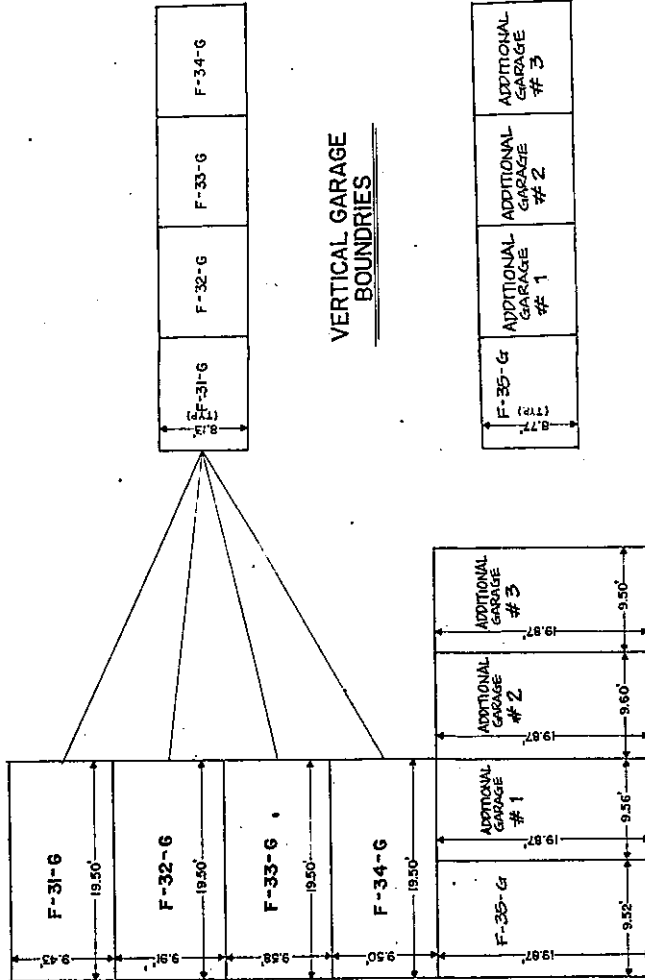
ACT 1 CONSULTING ENGINEERS and SURVEYORS
BERRY WALNUT STREET

• LAUREL HILLS NORTH •
BUILDING F
EAST PENNSBORO TWP.

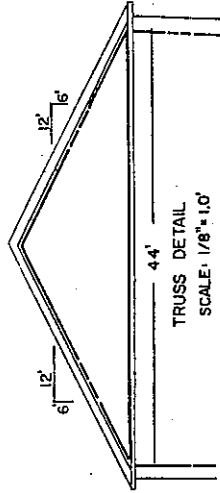
| | | | |
|--------------------------------------------|------|---------------------|--|
| 3 rd AMENDMENT TO PLATS & PLANS | | | |
| OWN: <i>Ulp</i> | CHK: | SCALE: 1/8" = 1'-0" | |
| DATE: SEPT. 18, 1995 | | PROJ. NO: | |



VERTICAL UNIT BOUNDARIES



HORIZONTAL GARAGE BOUNDARIES



TRUSS DETAIL
SCALE: 1/8" = 10'

CERTIFICATE OF SUBSTANTIAL COMPLETION FOR BUILDING "F"

THE UNDERSIGNED, JAMES A. CERI, A REGISTERED PROFESSIONAL ENGINEER AND CHARLES R. COOK, PROFESSIONAL LAND SURVEYOR, ACT AS CONSULTANTS IN ACCORDANCE WITH THE PROVISIONS OF SECTION 8414 (C) PENNSYLVANIA UNIFORM CONDOMINIUM ACT 68 P.S. § 8141.4 (C) HEREBY CERTIFY THAT ALL STRUCTURAL COMPONENTS AND COMMON ELEMENT MECHANICAL SYSTEMS OF BUILDING "F" HAVE BEEN SUBSTANTIALLY COMPLETED AS TO PERMIT THE USE OF THE UNITS THEREIN AND ANY UNITED COMMON ELEMENTS APPURTENANT THERETO FOR THEIR INTENDED USE.

THIS CERTIFICATE OF COMPLETION EXECUTED THIS 11th DAY OF March, 1998.
 CHARLES R. COOK, P.E.
 JAMES A. CERI, P.E.

COMMONWEALTH OF PENNSYLVANIA
 COUNTY OF CUMBERLAND
 Notary Public
 My Commission Expires Nov. 24, 1998

ON THIS 11th DAY OF March, 1998, BEFORE ME, A NOTARY PUBLIC IN THE COMMONWEALTH OF PENNSYLVANIA, PERSONALLY APPEARED JAMES A. CERI, CHARLES R. COOK, AND MICHELLE M. WELBY, ALL OF WHOM ARE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE CERTIFICATE OF COMPLETION AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND SEAL.

Michelle M. Welby, Notary Public
 My Commission Expires Nov. 24, 1998



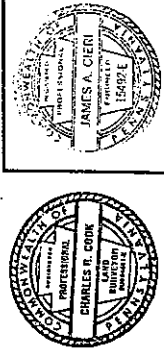
THIRD AMENDMENT TO PLATS AND PLANS - SITE PLAN
LAUREL HILLS NORTH CONDOMINIUM I
 EAST PENNSBORO TOWNSHIP, CUMBERLAND COUNTY, PA

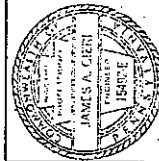
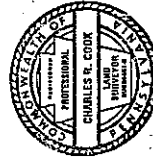
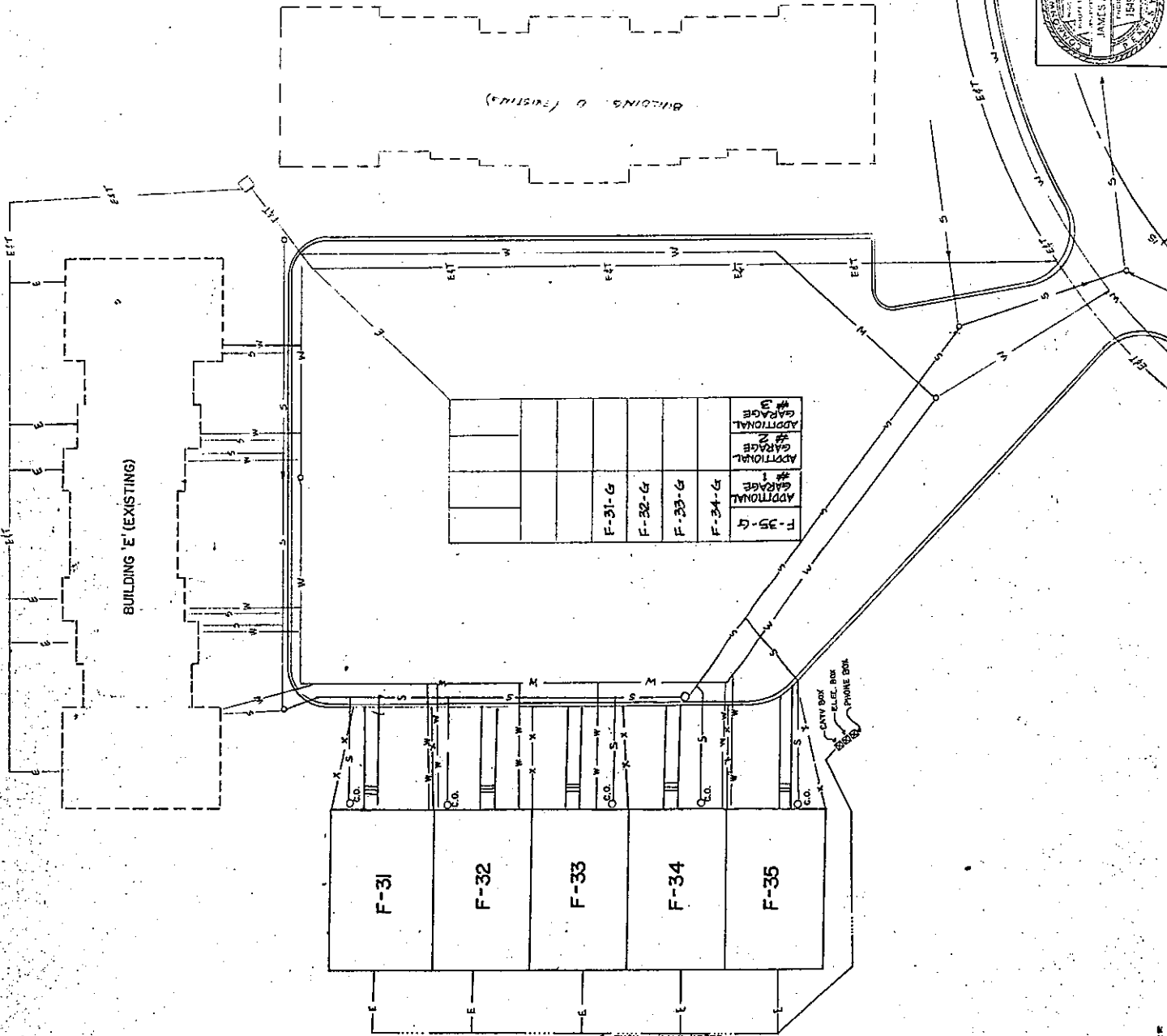
PREPARED BY:
 ACT ONE CONSULTANTS, INC.
 2656 WALNUT STREET
 HARRISBURG, PA 17103

SCALE: 1/8" = 1'

SEPTEMBER 18, 1995
 REVISED: MAR. 4, 1996

SHEET 3 OF 4





UTILITY PLAN - BUILDINGS 'F'

THIRD AMENDMENT TO PLATS AND PLANS - SITE PLAN
LAUREL HILLS NORTH CONDOMINIUM I
 EAST PENNSBORO TOWNSHIP, CUMBERLAND COUNTY, PA

PREPARED BY:
 ACT ONE CONSULTANTS, INC.
 2656 WALNUT STREET
 HARRISBURG, PA 17108

SCALE: 1" = 20'
 DATE: SEPTEMBER 18, 1995
 REVISION: MAR. 4, 1996

lge

**FOURTH AMENDMENT TO THE AMENDED AND RESTATED DECLARATION
LAUREL HILLS NORTH CONDOMINIUM I**

THIS FOURTH AMENDMENT TO THE AMENDED AND RESTATED DECLARATION LAUREL HILLS NORTH CONDOMINIUM I (the "**Fourth Amendment**") is made as of the 29th day of September, 2006, by the Laurel Hills North Condominium I Unit Owners' Association (the "**Association**").

RECITALS

The background of this Fourth Amendment is as follows:

R.1. Pursuant to a Declaration of Laurel Hills North Condominium I dated April 4, 1989 and recorded April 6, 1989 in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania in Miscellaneous Book 362, pages 661 - 694 (the "**Initial Declaration**") and accompanying Plats and Plans - Site Plan. Laurel Hills North Condominium I, dated March 21, 1989, recorded April 6, 1989 in Plan Book 57, page 126 (the "**Initial Plats and Plans**"), Declarant submitted certain property located in East Pennsboro Township, Cumberland County, Pennsylvania to the condominium form of ownership pursuant to the Pennsylvania Uniform Condominium Act, 68 P.S. §§ 3101 - 3414 (the "**Act**"), thereby creating the condominium known as "Laurel Hills North Condominium I" (the "**Condominium**").

R.2. The Initial Declaration has subsequently been amended with the following (collectively the "**Declaration Amendments**"):

1. Amended and Restated Declaration dated October 15, 1990, recorded October 22, 1990 in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania in Miscellaneous Book 388, pages 843 - 893;
2. First Amendment to Amended and Restated Declaration dated September 22, 1993, recorded September 28, 1993 in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania in Miscellaneous Book 455, pages 201 - 215;
3. Second Amendment to Amended and Restated Declaration dated March 7, 1996, recorded March 11, 1996 in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania in Miscellaneous Book 515, pages 406 - 420; and
4. Third Amendment to Amended and Restated Declaration dated April 3, 1996, recorded April 4, 1996 in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania in Miscellaneous Book 517, pages 217 - 232.

ROBERT P. ZIEGLER
RECORDER OF DEEDS
CUMBERLAND COUNTY - PA
2006 OCT 11 AM 9 03

BK0731P60244

R.3. The Initial Plats and Plans have subsequently been amended with the following (collectively the "**Plats and Plans Amendments**"):

1. First Amendment to Plats and Plans-Site Plan, Laurel Hills North Condominium I, dated September 28, 1990, recorded October 22, 1990 in Plan Book 61, page 102;
2. Second Amendment to Plats and Plans-Site Plan, Laurel Hills North Condominium I, dated October 31, 1991, recorded September 28, 1993 in Plan Book 61, page 135;
3. Third Amendment to Plats and Plans – Site Plan, Laurel Hills North Condominium I, dated September 18, 1995, revised March 4, 1994, recorded March 11, 1996 in Plan Book 71, page 132: and
4. Fourth Amendment to Plats and Plans – Site Plan, Laurel Hills North Condominium I, dated February 9, 1996, revised April 2, 1996, recorded April 4, 1996 in Plan Book 72, page 1.

R.4. The Initial Declaration, Declaration Amendments, Initial Plats and Plans and Plats and Plans Amendments shall be collectively referred to herein as the "**Declaration**".

R.5. The Declaration has allocated certain parking spaces to individual Units within the Condominium as limited common elements and certain parking spaces as visitor spaces constituting general common elements

R.6. For reasons not readily known to the Association, the number of parking spaces set forth in the Declaration for Buildings D, E and F do not match up with the actual parking spaces on the property in front of said Buildings.

R.7. The Owners of Buildings D, E and F and the necessary percentage of votes from all of the Unit Owners of the Association have agreed to reallocation of the parking spaces near these Buildings according to the identification set forth on the plan attached hereto as Exhibit A and incorporated herein by reference.

R.8. The Association wishes to amend the Declaration pursuant to the terms of this Fourth Amendment to clarify the identification of the said parking spaces as limited common elements assigned to specific Units and general common elements identified as visitor spaces.

NOW THEREFORE, the Declaration is further hereby amended as follows:

1. **Recitals**. The Recitals set forth above are incorporated herein by reference as if set forth in full.

2. **Reallocation of Parking Spaces for Buildings D, E, and F.** The Declaration, (particularly the Plats and Plans and the Plats and Plans Amendments) is hereby amended to identify the parking spaces set forth thereon and to renumber the same as follows:

| Unit Number | Parking Space(s) |
|----------------|------------------|
| D-19 | 710 (2) |
| D-20 | 720 (2) |
| D-21 | 730 (2) |
| D-22 | 740 (2) |
| D-23 | 750 (2) |
| D-24 | 760 (2) |
| E-25 | 910 and 910-B |
| E-26 | 920 and 920-B |
| E-27 | 930 and 930-B |
| E-28 | 940 and 940-B |
| E-29 | 950 and 950-B |
| E-30 | 960 and 960-B |
| F-31 | 1110 |
| F-32 | 1120 |
| F-33 | 1130 |
| F-34 | 1140 |
| F-35 | 1150 |
| Visitor Spaces | Visitor (2) |

3. **Certification of Agreement of Unit Owners.** Attached hereto as Exhibit B and incorporated herein by reference as if set forth in full is the certification of the Secretary of the Association verifying that this Fourth Amendment and the reallocation of the parking spaces as limited common elements and general common elements as set forth herein has been approved by at least 67% of the votes in the Association and 100% of the Unit Owners whose limited common element parking spaces are affected hereby, in accordance with Article V, Section 5.1 of the Declaration and Section 3219 of the Act (68 P.S. §3219)
4. **Remainder of Declaration.** Except to the extent specifically set forth in this Fourth Amendment, the Declaration shall remain in full force and effect.
5. **Recording.** This Fourth Amendment shall be recorded in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania and shall be effective upon such recording.

IN WITNESS WHEREOF, pursuant to Section 3219 (e) of the Act, the undersigned President of the Association has executed this Fourth Amendment as of the day first set forth above.

LAUREL HILLS NORTH CONDOMINIUM I
UNIT OWNERS' ASSOCIATION

By: Ellen M. Knott
Ellen M. Knott, President

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF DAUPHIN :

ON THIS, the 29th day of September, 2006, before me, a Notary Public, the undersigned officer, personally appeared Ellen M. Knott, who acknowledged herself to be the President Laurel Hills North Condominium I Unit Owners' Association and that she, as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Harva Owings Baughman
Notary Public

My Commission Expires: 7/12/2008

(Seal)

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Harva Owings Baughman, Notary Public
City of Harrisburg, Dauphin County
My Commission Expires July 12, 2008
Member, Pennsylvania Association of Notaries

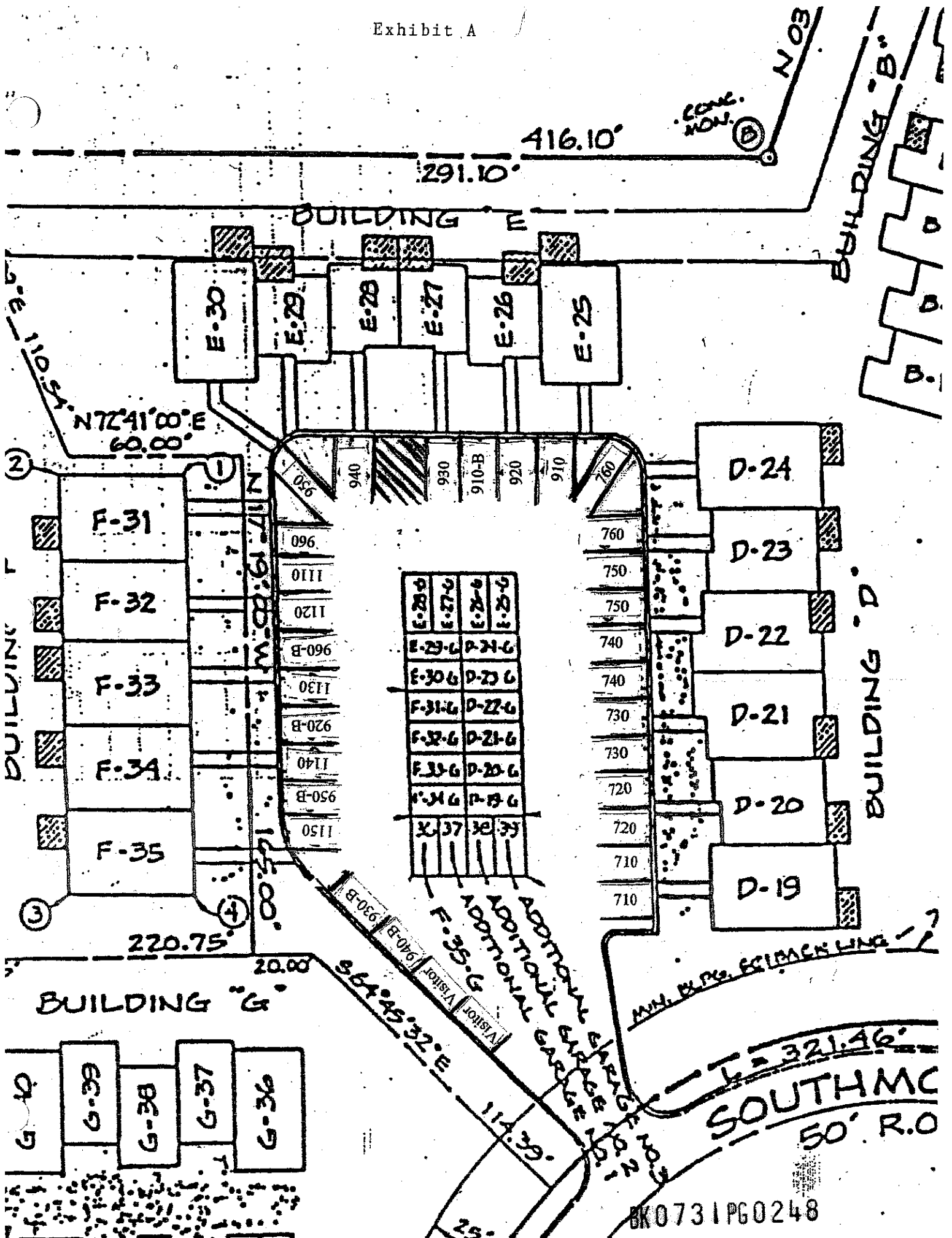


Exhibit B

LAUREL HILLS NORTH CONDOMINIUM I UNIT OWNERS' ASSOCIATION
SECRETARY'S CERTIFICATION

The undersigned, being the duly elected and authorized secretary of Laurel Hills Condominium I Unit Owners' Association, a Pennsylvania unincorporated association (the "**Association**"), hereby certifies that the foregoing Fourth Amendment, which includes the reallocation of parking spaces for the units set forth in paragraph 2 thereof, has been approved by vote or agreement of at least 67% of the allocated votes of the Association and by vote or agreement of 100% of the Unit Owners who are directly affected thereby. The documentation reflecting this vote is on file with the records of the Association

IN WITNESS WHEREOF, I have executed and delivered the Certificate as of the 27 day of September, 2006.

Loretta E. Allen

Secretary

I Certify this to be recorded
In Cumberland County PA



Robert P. Ziegler

Recorder of Deeds

BK0731PG0249

EXHIBIT "A"

**PERCENTAGE INTEREST IN COMMON ELEMENTS
AND
SCHEDULE OF REALLOCATION**

Building A (Existing)

| <u>Unit Identifying Number</u> | <u>Area of Unit (including detached garage)</u> | <u>Percentage Interest</u> |
|--------------------------------|-----------------------------------------------------|----------------------------|
| A-1/A-1-G | 1,626.7 square feet | 2.35% |
| A-2/A-2-G | 1,410.0 square feet | 2.03% |
| A-3/A-3-G | 1,707.8 square feet | 2.46% |
| A-4/A-4-G | 1,601.3 square feet | 2.31% |
| A-5/A-5-G | 1,521.6 square feet | 2.19% |
| A-6/A-6-G | 1,627.5 square feet | 2.35% |

Total Building Area: 9,494.9 square feet

Building B (Existing)

| <u>Unit Identifying Number</u> | <u>Area of Unit (including detached garage)</u> | <u>Percentage Interest</u> |
|--------------------------------|-----------------------------------------------------|----------------------------|
| B-7/B-7-G | 1,626.7 square feet | 2.35% |
| B-8/B-8-G | 1,410.0 square feet | 2.03% |
| B-9/B-9-G | 1,707.8 square feet | 2.46% |
| B-10/B-10-G | 1,713.3 square feet | 2.47% |
| B-11/B-11-G | 1,521.6 square feet | 2.19% |
| B-12/B-12-G | 1,627.5 square feet | 2.35% |

Total Building Area: 9,606.9 square feet

Building C (Existing)

| <u>Unit Identifying Number</u> | <u>Area of Unit (including detached garage)</u> | <u>Percentage Interest</u> |
|--------------------------------|-----------------------------------------------------|----------------------------|
| C-13/C-13-G | 1,626.7 square feet | 2.35% |
| C-14/C-14-G | 1,410.0 square feet | 2.03% |
| C-15/C-15-G | 1,707.8 square feet | 2.46% |
| C-16/C-16-G | 1,601.3 square feet | 2.31% |
| C-17/C-17-G | 1,521.6 square feet | 2.19% |
| C-18/C-18-G | 1,627.5 square feet | 2.35% |

Total Building Area: 9,585.6 square feet

Building D (Existing)

| <u>Unit Identifying Number</u> | <u>Area of Unit (including detached garage)</u> | <u>Percentage Interest</u> |
|--------------------------------|-----------------------------------------------------|----------------------------|
| D-19/D-19-G | 3,205.38 square feet | 4.62% |
| D-20/D-20-G | 2,993.51 square feet | 4.32% |
| D-21/D-21-G | 3,297.39 square feet | 4.75% |
| D-22/D-22-G | 3,297.39 square feet | 4.75% |
| D-23/D-23-G | 2,993.51 square feet | 4.32% |
| D-24/D-24-G | 3,205.38 square feet | 4.62% |

Total Building Area: 19,181.4 square feet

Building E (Existing)

| <u>Unit Identifying Number</u> | <u>Area of Unit (including detached garage)</u> | <u>Percentage Interest</u> |
|--------------------------------|-----------------------------------------------------|----------------------------|
| E-25/E-25-G | 1,384.68 square feet | 2.00% |
| E-26/E-26-G | 1,531.65 square feet | 2.21% |
| E-27/E-27-G | 1,531.65 square feet | 2.21% |
| E-28/E-28-G | 1,531.65 square feet | 2.21% |
| E-29/E-29-G | 1,531.65 square feet | 2.21% |
| E-30/E-30-G | 1,384.63 square feet | 2.00% |

Total Building Area: 8,896.0 square feet

Building F (Existing)

| <u>Unit Identifying Number</u> | <u>Area of Unit (including detached garage)</u> | <u>Percentage Interest</u> |
|--------------------------------|-----------------------------------------------------|----------------------------|
| F-31/F-31-G | 2,552.80 square feet | 3.68% |
| F-32/F-32-G | 2,580.10 square feet | 3.72% |
| F-33/F-33-G | 2,603.50 square feet | 3.75% |
| F-34/F-34-G | 2,574.89 square feet | 3.71% |
| F-35/F-35-G | 2,564.87 square feet | 3.69% |

Total Building Area (Existing): 13,257.0 square feet

Building G (MUST BE BUILT)*

| <u>Unit Identifying Number</u> | <u>Area of Unit (including detached garage)</u> | <u>Percentage Interest</u> |
|--------------------------------|-----------------------------------------------------|----------------------------|
| G-36/G-36-G | 1,333.8 square feet | 1.71% |
| G-37/G-37-G | 1,333.8 square feet | 1.71% |
| G-38/G-38-G | 1,333.8 square feet | 1.71% |
| G-39/G-39-G | 1,333.8 square feet | 1.71% |
| G-40/G-40-G | 1,333.8 square feet | 1.71% |
| G-41/G-41-G | 1,333.8 square feet | 1.71% |

Total Building Area: 8,002.8 square feet

* Upon the conveyance of the first Unit to be sold within Building G, the Percentage Interest for all existing Units will be reallocated as follows:

| <u>Unit Identifying Number</u> | <u>Percentage Interest</u> |
|--------------------------------|----------------------------|
| A-1/A-1-G | 2.08% |
| A-2/A-2-G | 1.81% |
| A-3/A-3-G | 2.19% |
| A-4/A-4-G | 2.05% |
| A-5/A-5-G | 1.95% |
| A-6/A-6-G | 2.09% |
| B-7/B-7-G | 2.08% |
| B-8/B-8-G | 1.81% |
| B-9/B-9-G | 2.19% |
| B-10/B-10-G | 2.19% |
| B-11/B-11-G | 1.95% |
| B-12/B-12-G | 2.09% |
| C-13/C-13-G | 2.08% |
| C-14/C-14-G | 1.81% |
| C-15/C-15-G | 2.19% |
| C-16/C-16-G | 2.17% |
| C-17/C-17-G | 1.95% |
| C-18/C-18-G | 2.09% |
| D-19/D-19-G | 4.11% |
| D-20/D-20-G | 3.84% |
| D-21/D-21-G | 4.23% |
| D-22/D-22-G | 4.47% |

| | |
|-------------|-------|
| D-23/D-23-G | 3.84% |
| D-24/D-24-G | 4.11% |
| E-25/E-25-G | 1.77% |
| E-26/E-26-G | 1.96% |
| E-27/E-27-G | 1.96% |
| E-28/E-28-G | 1.96% |
| E-29/E-29-G | 1.96% |
| E-30/E-30-G | 1.77% |
| F-31/F-31-G | 3.27% |
| F-32/F-32-G | 3.55% |
| F-33/F-33-G | 3.58% |
| F-34/F-34-G | 3.30% |
| F-35/F-35-G | 3.29% |

Building H (MUST BE BUILT)*

| <u>Unit Identifying Number</u> | <u>Area of Unit (including detached garage)</u> | <u>Percentage Interest</u> |
|--------------------------------|-----------------------------------------------------|----------------------------|
| H-42/H-42-G | 1,333.8 square feet | 1.55% |
| H-43/H-43-G | 1,333.8 square feet | 1.55% |
| H-44/H-44-G | 1,333.8 square feet | 1.55% |
| H-45/H-45-G | 1,333.8 square feet | 1.55% |
| H-46/H-46-G | 1,333.8 square feet | 1.55% |
| H-47/H-47-G | 1,333.8 square feet | 1.55% |

Total Building Area: 8,002.8 square feet

* Upon the conveyance of the first Unit to be sold within Building H, the Percentage Interest for all existing Units will be reallocated as follows:

| <u>Unit Identifying Number</u> | <u>Percentage Interest</u> |
|--------------------------------|----------------------------|
| A-1/A-1-G | 1.89% |
| A-2/A-2-G | 1.64% |
| A-3/A-3-G | 1.99% |
| A-4/A-4-G | 1.86% |
| A-5/A-5-G | 1.77% |
| A-6/A-6-G | 1.89% |

| | |
|-------------|--------|
| B-7/B-7-G | 1.89% |
| B-8/B-8-G | 1.64% |
| B-9/B-9-G | 1.99% |
| B-10/B-10-G | 1.99% |
| B-11/B-11-G | 1.77% |
| B-12/B-12-G | 1.89% |
| C-13/C-13-G | 1.89% |
| C-14/C-14-G | 1.64% |
| C-15/C-15-G | 1.99% |
| C-16/C-16-G | 1.97% |
| C-17/C-17-G | 1.77% |
| C-18/C-18-G | 1.89% |
| D-19/D-19-G | 3.73% |
| D-20/D-20-G | 3.48% |
| D-21/D-21-G | 3.83% |
| D-22/D-22-G | 4.05% |
| D-23/D-23-G | 3.48% |
| D-24/D-24-G | 3.73% |
| E-25/E-25-G | 1.61% |
| E-26/E-26-G | 1.78% |
| E-27/E-27-G | 1.78% |
| E-28/E-28-G | 1.78% |
| E-29/E-29-G | 1.78% |
| E-30/E-30-G | 1.61% |
| F-31/F-31-G | 2.96% |
| F-32/F-32-G | 3.22% |
| F-33/F-33-G | 3.25% |
| F-34/F-34-G | 2.99% |
| F-35/F-35-G | 2.98% |
| G-36/G-36-G | 1.55% |
| G-37/G-37-G | 1.550% |
| G-38/G-38-G | 1.550% |
| G-39/G-39-G | 1.55% |
| G-40/G-40-G | 1.55% |
| G-41/G-41-G | 1.55% |

Building I (MUST BE BUILT) *

| <u>Unit Identifying Number</u> | <u>Area of Unit (including detached garage)</u> | <u>Percentage Interest</u> |
|--------------------------------|-----------------------------------------------------|----------------------------|
| I-48/I-48-G | 1,333.8 square feet | 1.42% |
| I-49/I-49-G | 1,333.8 square feet | 1.42% |
| I-50/I-50-G | 1,333.8 square feet | 1.42% |
| I-51/I-51-G | 1,333.8 square feet | 1.42% |
| I-52/I-52-G | 1,333.8 square feet | 1.42% |
| I-53/I-53-G | 1,333.8 square feet | 1.42% |

Total Building Area: 8,002.8 square feet

* Upon the conveyance of the first Unit to be sold within Building I, the Percentage Interest for all existing Units will be reallocated as follows:

| <u>Unit Identifying Number</u> | <u>Percentage Interest</u> |
|--------------------------------|----------------------------|
| A-1/A-1-G | 1.73% |
| A-2/A-2-G | 1.50% |
| A-3/A-3-G | 1.82% |
| A-4/A-4-G | 1.71% |
| A-5/A-5-G | 1.62% |
| A-6/A-6-G | 1.73% |
| B-7/B-7-G | 1.73% |
| B-8/B-8-G | 1.50% |
| B-9/B-9-G | 1.82% |
| B-10/B-10-G | 1.71% |
| B-11/B-11-G | 1.62% |
| B-12/B-12-G | 1.73% |
| C-13/C-13-G | 1.73% |
| C-14/C-14-G | 1.50% |
| C-15/C-15-G | 1.82% |
| C-16/C-16-G | 1.80% |
| C-17/C-17-G | 1.62% |
| C-18/C-18-G | 1.73% |
| D-19/D-19-G | 3.41% |
| D-20/D-20-G | 3.19% |
| D-21/D-21-G | 3.51% |
| D-22/D-22-G | 3.71% |

| | |
|-------------|-------|
| D-23/D-23-G | 3.19% |
| D-24/D-24-G | 3.41% |
| E-25/E-25-G | 1.48% |
| E-26/E-26-G | 1.63% |
| E-27/E-27-G | 1.63% |
| E-28/E-28-G | 1.63% |
| E-29/E-29-G | 1.63% |
| E-30/E-30-G | 1.48% |
| F-31/F-31-G | 2.72% |
| F-32/F-32-G | 2.95% |
| F-33/F-33-G | 2.98% |
| F-34/F-34-G | 2.74% |
| F-35/F-35-G | 2.73% |
| G-36/G-36-G | 1.42% |
| G-37/G-37-G | 1.42% |
| G-38/G-38-G | 1.42% |
| G-39/G-39-G | 1.42% |
| G-40/G-40-G | 1.42% |
| G-41/G-41-G | 1.42% |
| H-42/H-42-G | 1.42% |
| H-43/H-43-G | 1.42% |
| H-44/H-44-G | 1.42% |
| H-45/H-45-G | 1.42% |
| H-46/H-46-G | 1.42% |
| H-47/H-47-G | 1.42% |

EXHIBIT "B"
ASSIGNMENT OF PARKING SPACES AS
LIMITED COMMON ELEMENTS

Pursuant to Article III, Section 3.2 of the Amended and Restated Declaration, the following assignment of parking spaces is made with respect to the Units contained in Buildings G, H and I.

| <u>Unit Identifying Number</u> | <u>Parking Space Number</u> |
|--------------------------------|-----------------------------|
| G-36/G-36-G | 2 |
| G-37/G-37-G | 3 |
| G-38/G-38-G | 4 |
| G-39/G-39-G | 5 |
| G-40/G-40-G | 6 |
| G-41/G-41-G | 7 |
| | |
| H-42/H-42-G | 8 |
| H-43/H-43-G | 9 |
| H-44/H-44-G | 10 |
| H-45/H-45-G | 11 |
| H-46/H-46-G | 12 |
| H-47/H-47-G | 13 |
| | |
| I-48/I-48-G | 14 |
| I-49/I-49-G | 15 |
| I-50/I-50-G | 16 |
| I-51/I-51-G | 17 |
| I-52/I-52-G | 18 |
| I-53/I-53-G | 19 |

EXHIBIT "XII"

FOURTH AMENDMENT TO PLATS AND PLANS - SITE PLAN

PROPERTY LINE COORDINATES

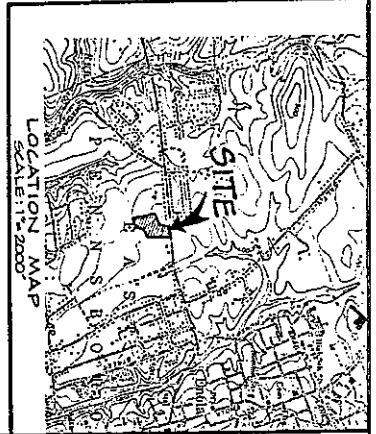
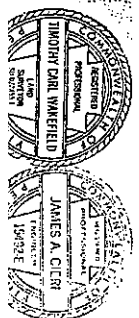
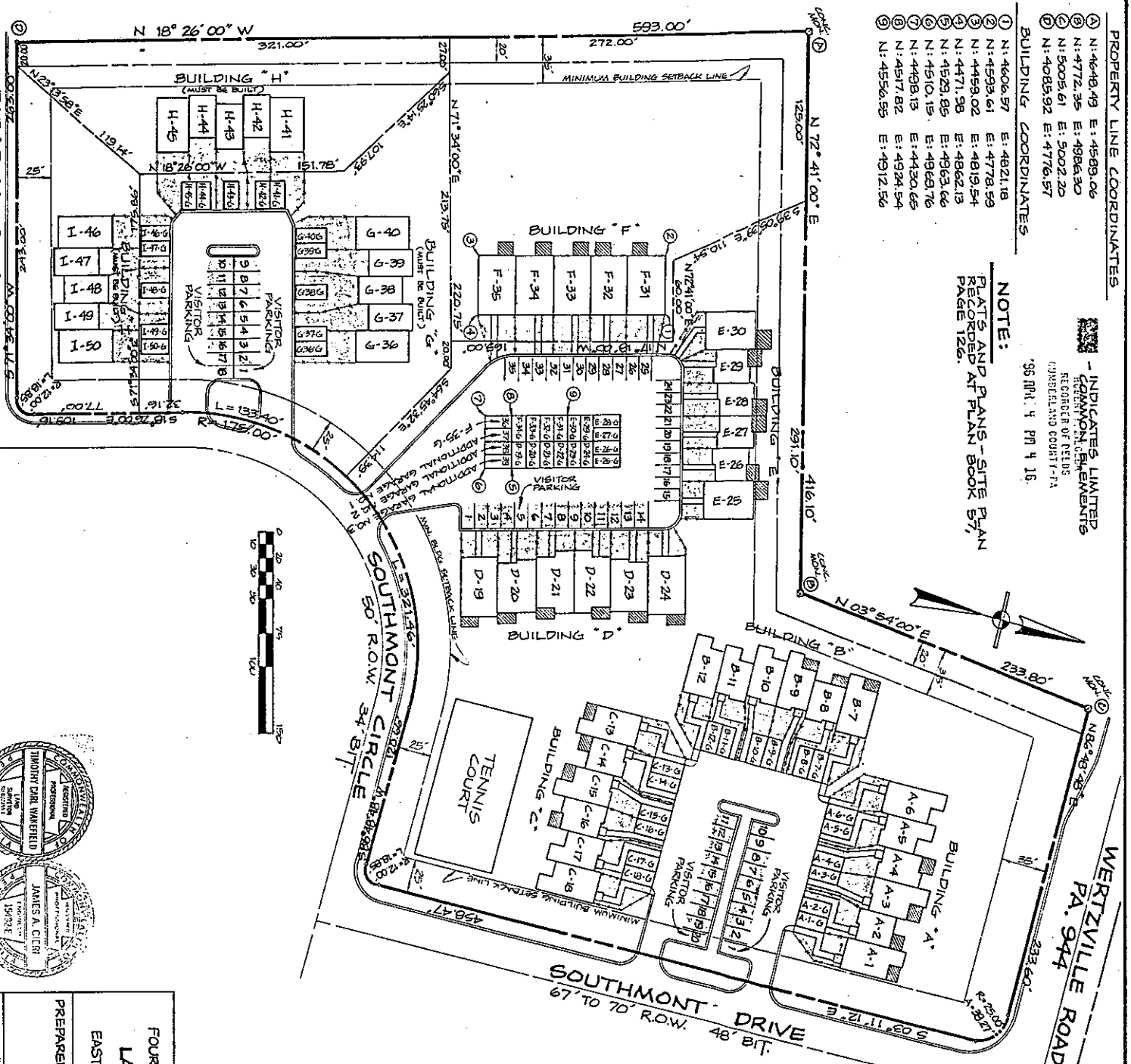
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- ② N: 4772.35 E: 4986.30
- ③ N: 5005.61 E: 5002.20
- ④ N: 4058.92 E: 4776.57

BUILDING COORDINATES

- ① N: 4606.57 E: 4821.18
- ② N: 4593.61 E: 4778.59
- ③ N: 4459.02 E: 4819.54
- ④ N: 4471.98 E: 4862.13
- ⑤ N: 4529.89 E: 4863.66
- ⑥ N: 4510.19 E: 4868.76
- ⑦ N: 4498.13 E: 4430.65
- ⑧ N: 4517.82 E: 4924.54
- ⑨ N: 4556.55 E: 4912.56

NOTE:
PLATS AND PLANS - SITE PLAN
RECORDED AT PLAN BOOK 57,
PAGE 126.

INDICATES COMMON ELEMENTS
REGISTERED RECORD OF TENS
HARRISBURG COUNTY PA
96 PM 4 PM 4 16



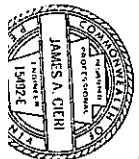
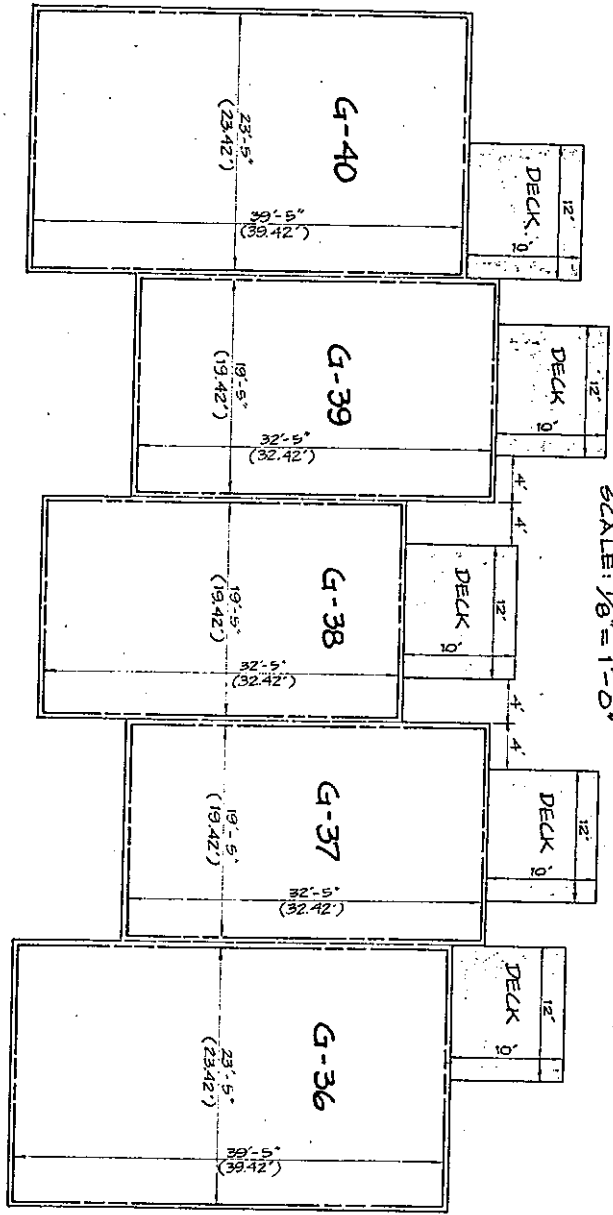
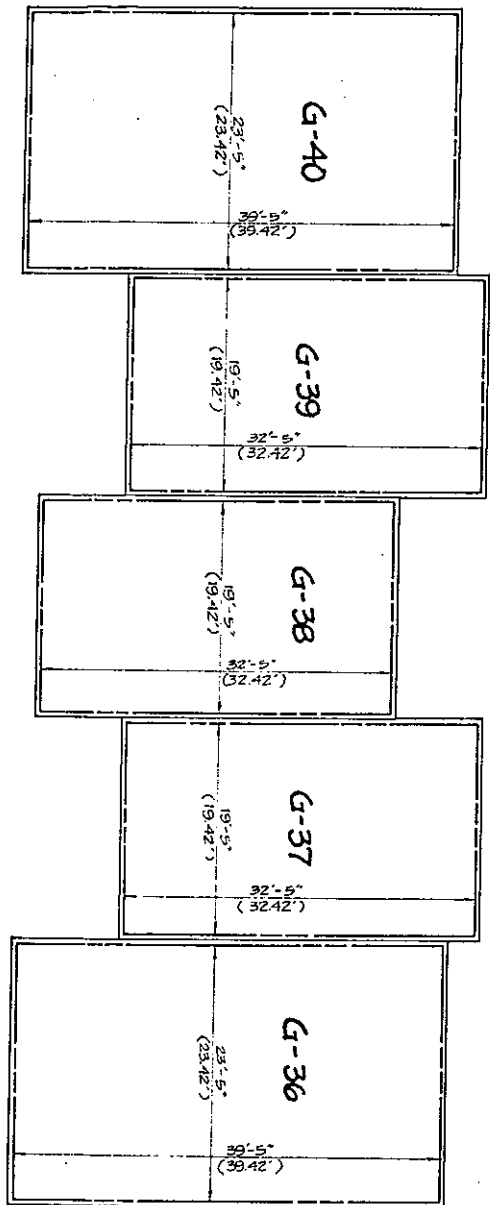
SITE PLAN
OWN: *WJ* CHK: SCALE: 1" = 50'

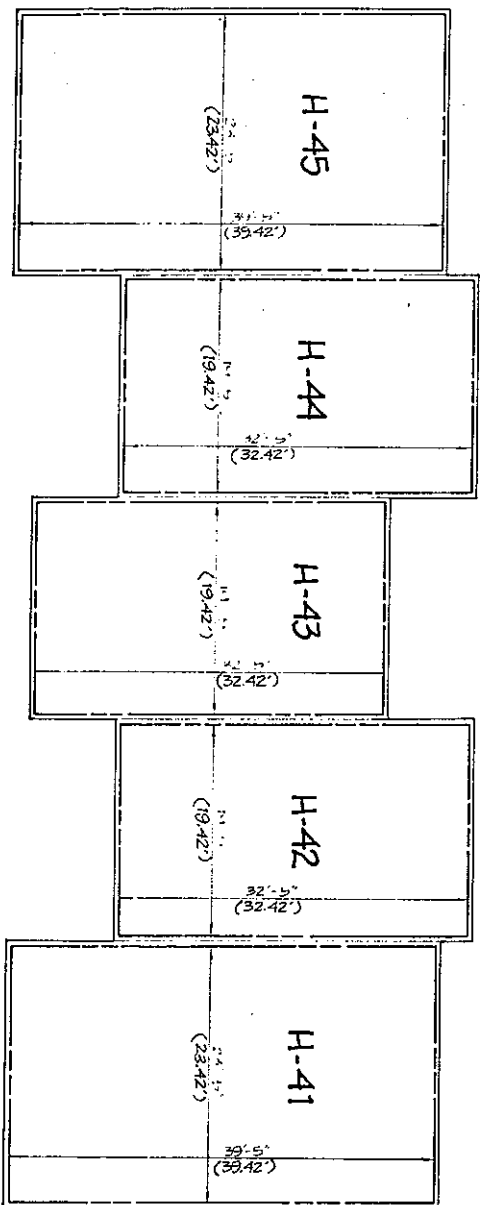
THE DECLARANT HEREBY DECLARES AS FOLLOWS:
(1) THAT THE PARTIES TO THIS AMENDMENT TO PLATS AND PLANS-SITE PLAN...
(2) THAT THE PARTIES TO THIS AMENDMENT TO PLATS AND PLANS-SITE PLAN...
(3) THAT THE PARTIES TO THIS AMENDMENT TO PLATS AND PLANS-SITE PLAN...

PERSONAL APPEARANCE BEFORE ME A NOTARY PUBLIC IN AND FOR THE STATE OF PENNSYLVANIA...
I, *James A. Clien*, Notary Public, do hereby certify that the foregoing is a true and correct copy of the original as shown to me by the declarant.

THE ABOVE SIGNED, A REGISTERED PROFESSIONAL ENGINEER AND A PROFESSIONAL LAND SURVEYOR IN THE COMMONWEALTH OF PENNSYLVANIA...
I, *James A. Clien*, Notary Public, do hereby certify that the foregoing is a true and correct copy of the original as shown to me by the declarant.

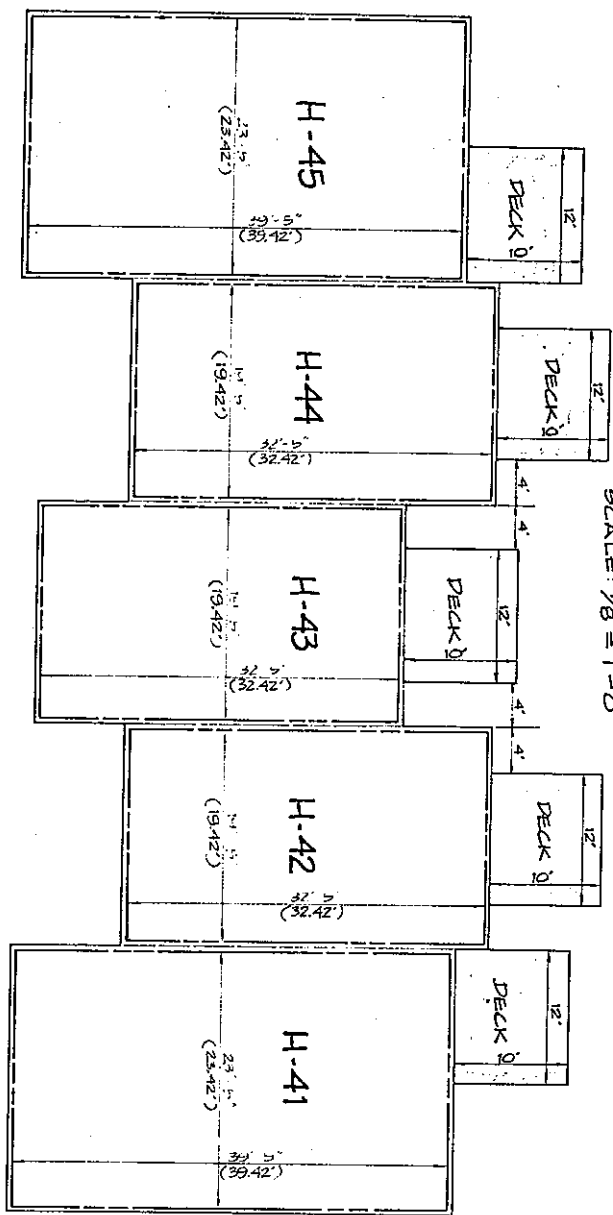
FOURTH AMENDMENT TO PLATS AND PLANS - SITE PLAN
LAUREL HILLS NORTH CONDOMINIUM 1
EAST PENNSBORO TOWNSHIP, CAMBERLAND COUNTY, PA.
PREPARED BY: ACT 1 CONSULTANTS, INC.
2656 WALNUT STREET
HARRISBURG, PA. 17103





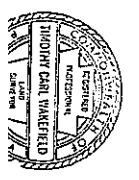
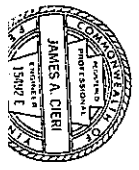
SECOND FLOOR PLAN

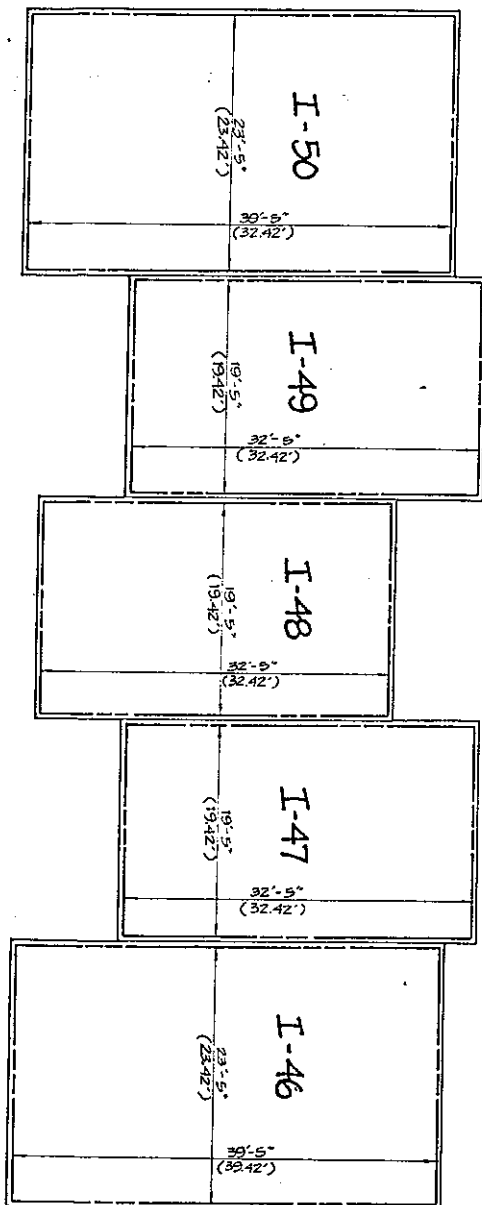
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FIRST FLOOR PLAN

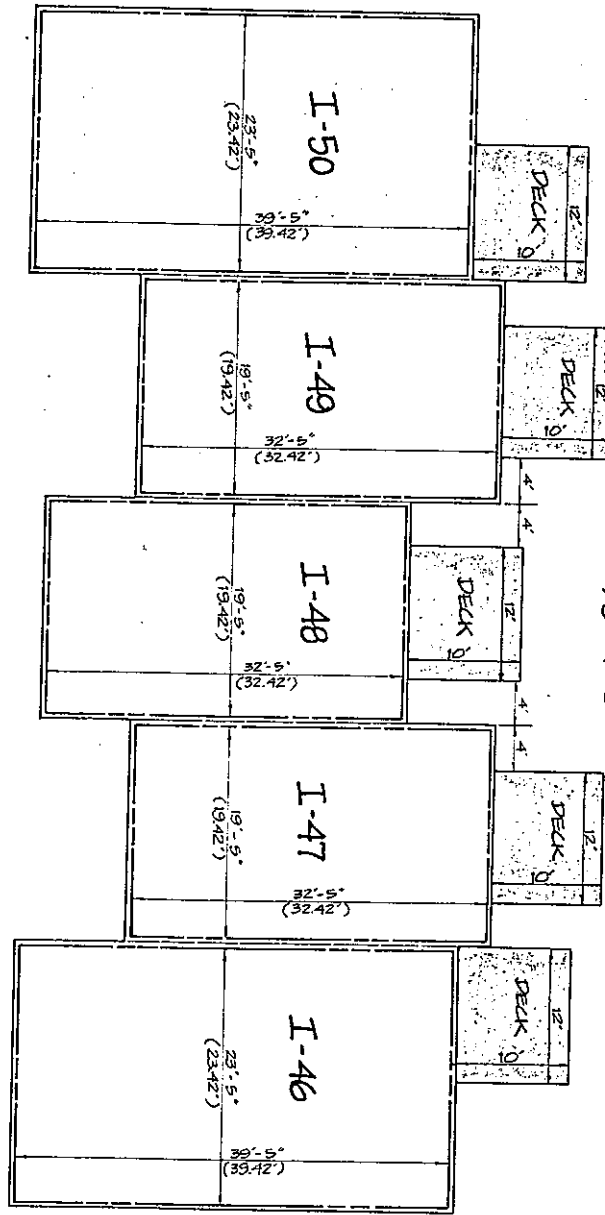
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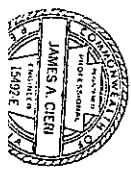
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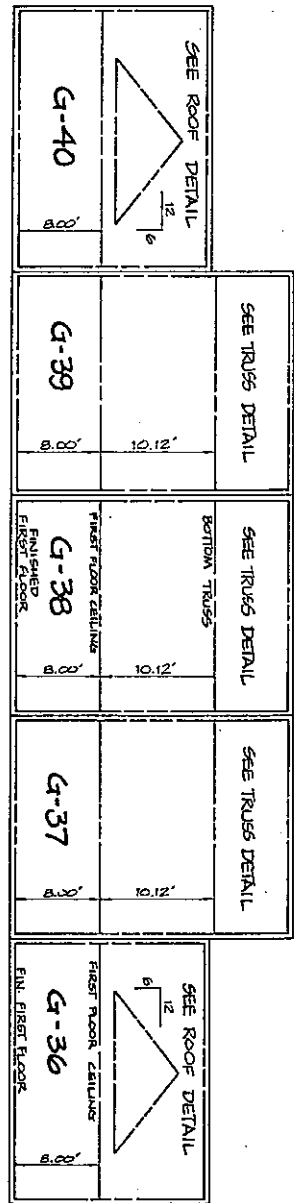
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FIRST FLOOR PLAN

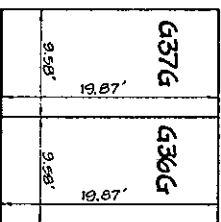
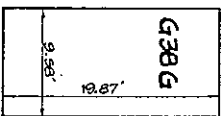
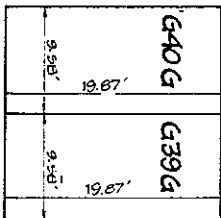
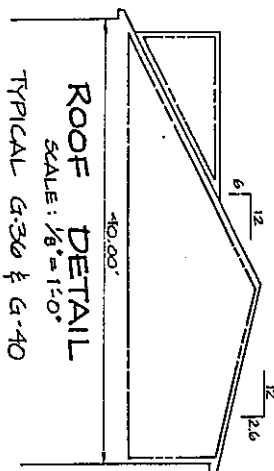
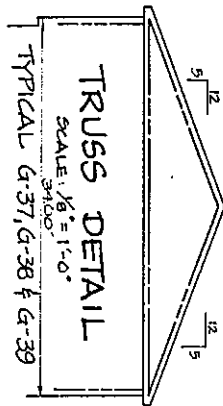
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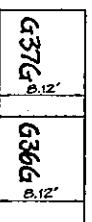
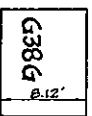
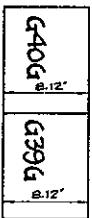
VERTICAL UNIT BOUNDARIES

SCALE: 1/8" = 1'-0"



GARAGE FLOOR PLANS

SCALE: 1/8" = 1'-0"



VERTICAL GARAGE BOUNDARIES

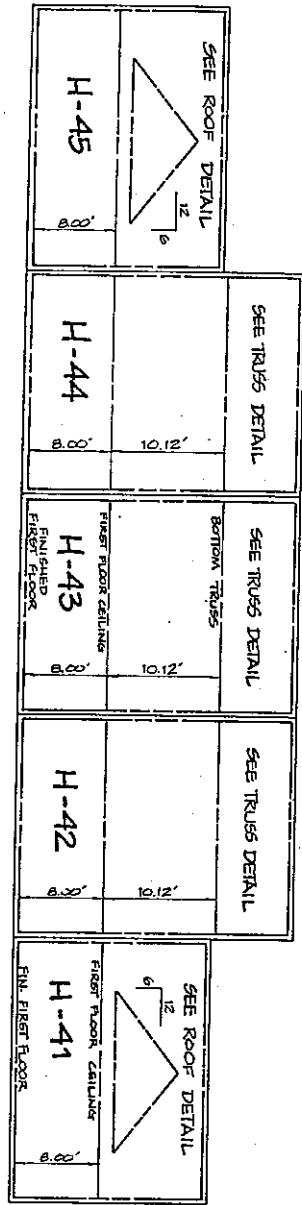
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BUILDING "G"

VERTICAL BOUNDARIES

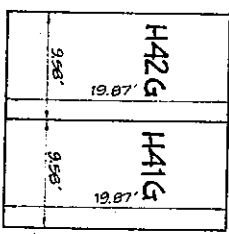
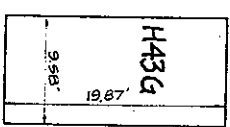
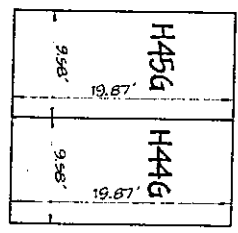
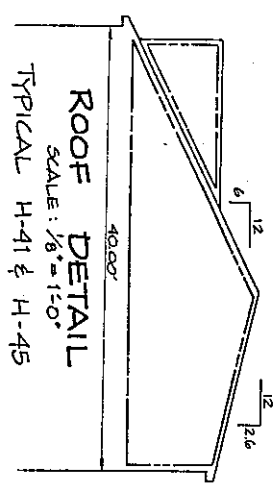
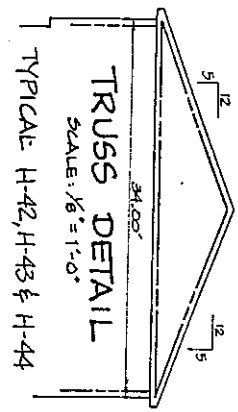
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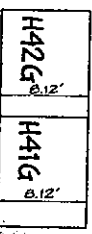
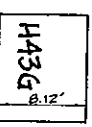
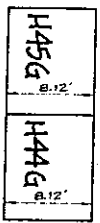
VERTICAL UNIT BOUNDARIES

SCALE: 1/8" = 1'-0"

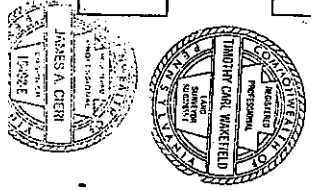


GARAGE FLOOR PLANS

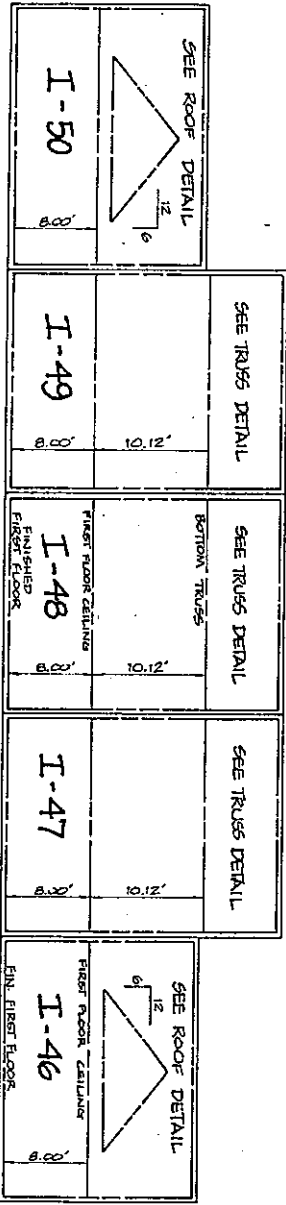
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VERTICAL GARAGE BOUNDARIES

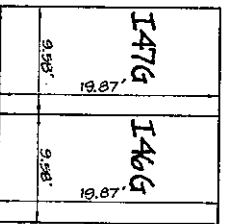
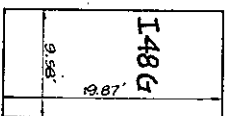
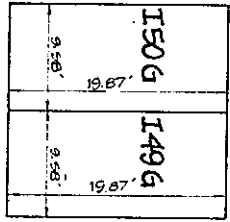
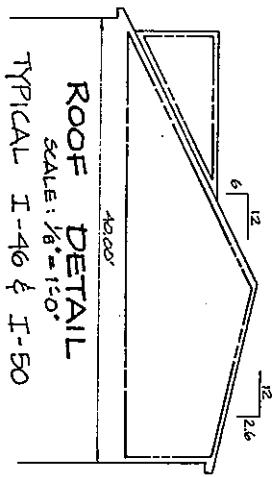
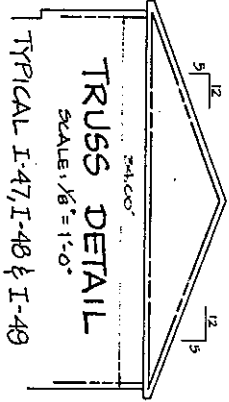


BUILDING "H"



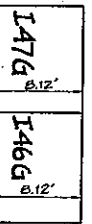
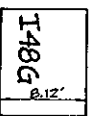
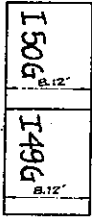
VERTICAL UNIT BOUNDARIES

SCALE: 1/8" = 1'-0"



GARAGE FLOOR PLANS

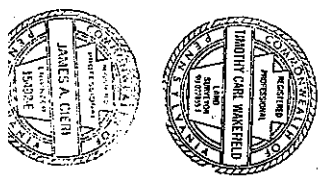
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VERTICAL GARAGE BOUNDARIES

BUILDING "I"

VERTICAL BOUNDARIES



PROPERTY LINE COORDINATES

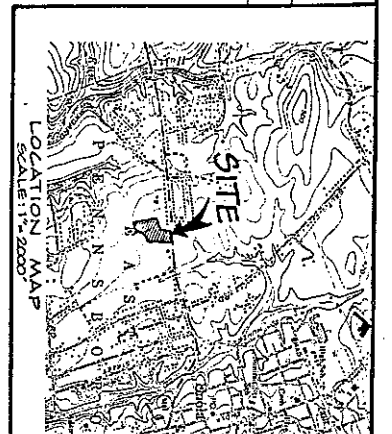
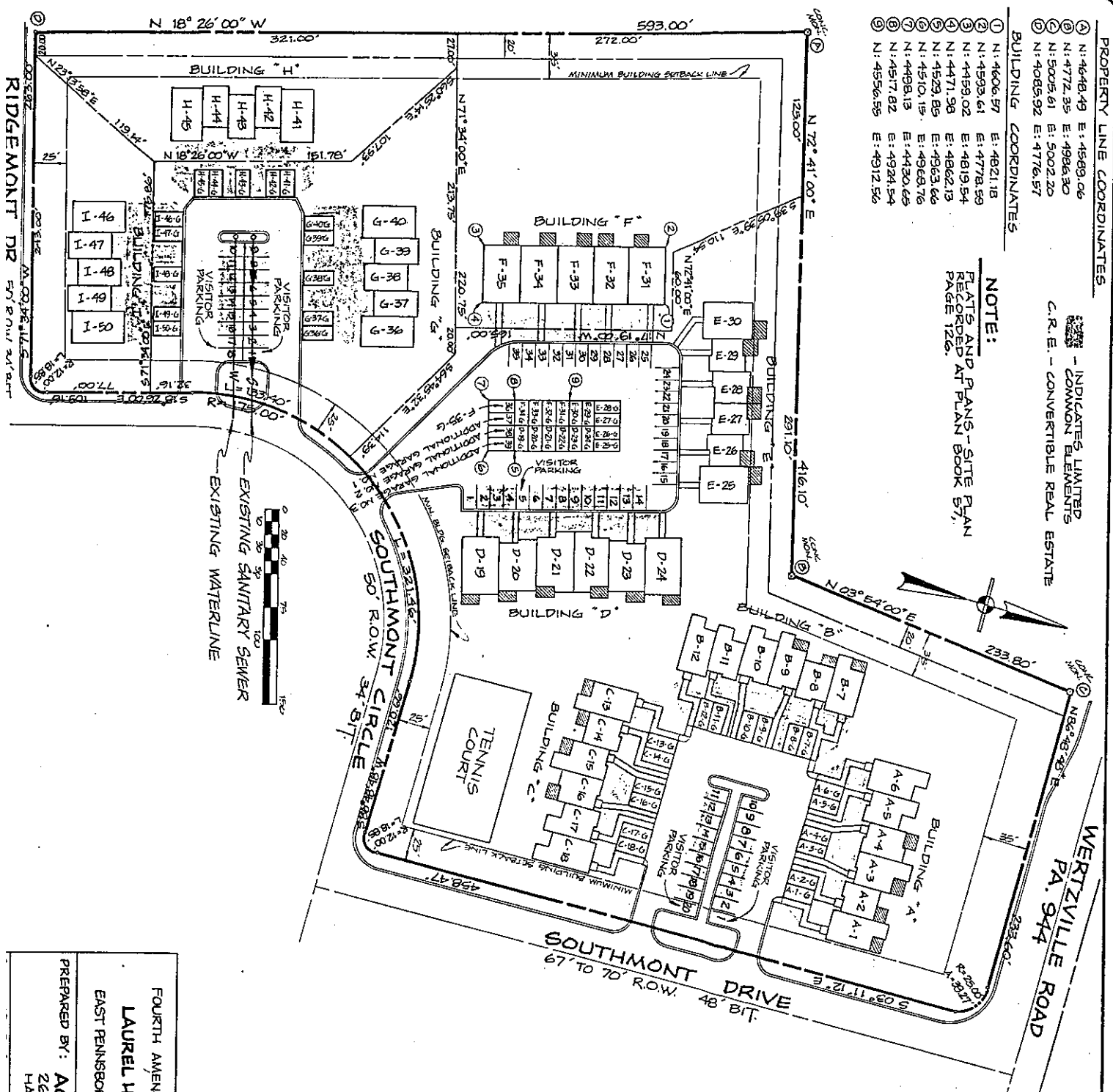
- ① N: 4648.49 E: 4589.06
- ② N: 4772.35 E: 4986.30
- ③ N: 5005.61 E: 5002.22
- ④ N: 4085.92 E: 4776.57

BUILDING COORDINATES

- ① N: 4606.57 E: 4821.18
- ② N: 4593.61 E: 4778.59
- ③ N: 4459.02 E: 4819.54
- ④ N: 4471.96 E: 4862.13
- ⑤ N: 4529.85 E: 4963.66
- ⑥ N: 4510.15 E: 4963.76
- ⑦ N: 4498.13 E: 4924.64
- ⑧ N: 4517.82 E: 4924.64
- ⑨ N: 4556.55 E: 4912.56

NOTE:
FLATS AND PLANS - SITE PLAN
RECORDED AT PLAN BOOK 57,
PAGE 126.

INDICATES LIMITED
COMMON ELEMENTS
C. R. E. - CONVERTIBLE REAL ESTATE



FOURTH AMENDMENT TO PLATS AND PLANS-UTILITY PLAN
LAUREL HILLS NORTH CONDOMINIUM 1
EAST PENNSBORO TOWNSHIP, CAMBERLAND COUNTY, PA.
PREPARED BY: ACT 1 CONSULTANTS, INC.
2656 WALNUT STREET
HARRISBURG, PA. 17103

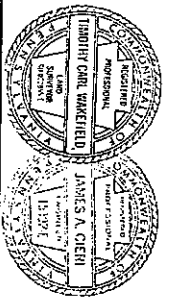


EXHIBIT "XIII"

AGREEMENT OF SALE

AGREEMENT OF SALE

LAUREL HILLS NORTH CONDOMINIUM I

THIS AGREEMENT OF SALE, made this _____ day of _____, 1990, by and between LAUREL HILLS DEVELOPMENT CORP., a Pennsylvania corporation, with its principal place of business located at 744 Wertzville Road, Enola (East Pennsboro Township), Cumberland County, Pennsylvania, hereinafter called "Seller" and _____, whose address is _____, hereinafter individually and collectively called "Purchaser."

W I T N E S S E T H:

Seller and Purchaser, in consideration of the mutual covenants herein contained, and intending to be legally bound hereby, agree as follows:

1. **Premises.** Seller hereby agrees to sell to Purchaser and Purchaser hereby agrees to purchase from Seller that certain Condominium Unit No. _____, together with a detached garage, designated _____, together with the percentage interest appurtenant thereto, which said Unit, together with the detached garage and the percentage interest appurtenant thereto, is hereinafter referred to as "Unit." The Unit is more particularly bounded and described in First Amendment to Plats and Plans-Site Plan, prepared by Paul E. Grof & Associates, Inc., (as the same may be further amended from time to time) and incorporated herein by reference, together with an undivided _____% Percentage Interest in and to the Common Elements thereof, as defined in the Declaration for Laurel Hills North Condominium I. Percentage Interest in and to the Common Elements will be reallocated from time to time as set forth in the Declaration. Copies of the Declaration, Amended and Restated Declaration, Plats and Plans and the Bylaws, together with a Public Offering Statement, have been delivered by Seller to Purchaser prior to Purchaser executing this Agreement.

2. **Purchase Price.** The Purchase Price of the Unit is _____ (\$ _____) Dollars, payable as follows:

A. **Down-Payment.** The sum of _____ Dollars upon the execution of this Agreement by Purchaser by check. Additional deposit by check in the amount of _____ (\$ _____) due on or before _____. Both checks to be deposited in an escrow account in accordance with the Uniform Condominium Act. Receipt of said checks, subject to collection, is hereby acknowledged.

B. **Balance.** _____ (\$ _____) Dollars, being the balance of the said Purchase Price to be paid at closing hereunder, in cash, or by cashier's check or by check of title insurance company insuring title to the Unit for Purchaser in making distribution of funds.

3. **Completion of Unit.** In the event that the Unit to be conveyed is not yet completed, Seller shall complete said Unit in accordance with Plans and Specifications attached hereto and initialed and dated by the parties.

4. **Financing Condition.** This Agreement is/is not specifically conditioned upon Purchaser obtaining a purchase money mortgage for said Unit in the amount of _____ (\$ _____) Dollars at prevailing interest rates. Said mortgage shall be obtained by Purchaser by no later than _____. If Purchaser does not obtain a mortgage by _____, Purchaser shall notify Seller, in writing, that said mortgage has not been obtained and Seller agrees to refund Purchaser's down-payment as set forth in Paragraph 2-A hereof. If Purchaser fails to notify Seller that said mortgage has not been obtained by _____, then this condition shall be void and said Agreement shall be effective. The mortgage commitment date as herein provided may be extended, in writing, by mutual agreement of the parties.

5. **Realty Transfer Taxes.** Purchaser shall pay one half (1/2) of the applicable realty transfer taxes. Seller shall pay one-half (1/2) of the applicable realty transfer taxes.

6. **Closing Costs.** At closing, Purchaser shall pay all closing costs including, but not limited to the following: (1) title insurance, if any; (2) one-half (1/2) of the applicable realty transfer taxes; (3) fees for recording deeds, mortgages and other necessary documents; (4) notary fees; (5) Purchaser's legal expenses; (6) mortgage fees and service charges, if any, and (7) all other miscellaneous expenses customarily borne by purchasers of real estate in Cumberland County.

7. **Adjustments.** Real estate taxes, water and sewer rents shall be apportioned as of the date of closing and the portion thereof allocable to the Unit and heretofore paid by Seller shall be paid by Purchaser to Seller at closing.

8. **Initial Fee.** Purchaser shall, at the time of closing, pay an initial fee to the Unit Owners' Association in the amount of Three Hundred (\$300.00) Dollars. This amount shall be in addition to the Monthly Condominium Fee as assessed by the Executive Board of the Unit Owners' Association.

9. **Default - Purchaser.** Should Purchaser default under any of the terms, covenants or conditions of this Agreement of Sale, and said default shall continue for five (5) calendar days after written notice from Seller to Purchaser of such default, Seller may, at its option:

A. Retain the down-payment referred to in Paragraph 2-A hereof and any and all other money paid by Purchaser hereunder as liquidated damages, not as a penalty, such being agreed between Purchaser and Seller to be a necessary condition to this Agreement in order to partially compensate Seller for expenses and expenditures incurred and made in connection therewith and the damages sustained as a result of the withdrawing of the Unit from the market, and otherwise for Purchaser's non-compliance with the Agreement of Sale, and if so retained as liquidated damages, this Agreement shall thereupon become null and void, and of no further force and effect and neither party shall have any further rights or obligations hereunder; or

B. Pursue such other remedy which may be available to Seller at law or in equity.

10. **Default - Seller.** If for any reason Seller is unable to convey title at closing in accordance with the requirements of this Agreement, or for any reason Seller is unable to construct or complete the Unit or Building, Seller shall return to Purchaser all money paid hereunder, with interest as earned thereon, whereupon this Agreement shall become null and void and of no further force and effect and neither party shall have any further rights or obligations hereunder. The foregoing shall be Purchaser's sole remedy in the event of Seller's default or failure as aforesaid.

11. **Title.** Title to the Unit shall be good and marketable or such as will be insured by a title insurance company at regular rates. The Unit shall be conveyed by special warranty deed free and clear of all liens and encumbrances, except those of record.

12. **Condominium Documents.** Purchaser acknowledges having read the Public Offering Statement, the Declaration, Bylaws and Plats and Plans-Site Plan. Having read the same, Purchaser agrees to be bound thereby and to acquire said Unit subject thereto. The Declaration with the Plats and Plans attached, if not now recorded, will be recorded prior to the delivery of the special warranty deed by the Seller to Purchaser at closing.

13. **Reallocation of Percentage Interest.** As set forth in Section 2.2 of the Declaration and in Exhibit "B" of the Declaration, Declarant has reserved the right, upon the completion of additional Units in Convertible Real Estate, to reallocate the percentage interest in the Common Elements, relative voting strength in the Association and share of Common Expense liability. Seller reserves the right, without the joinder of any party, to amend the Declaration and the Plats and Plans to reallocate the Percentage Interest in the Common Elements.

14. **Time of the Essence and Tender Waived.** Tender of deed and tender of purchase money are hereby waived. Time is of the essence in this Agreement.

15. **Closing and Possession.** Closing shall occur on or before _____. Possession of the Unit shall be given at the time of closing, subject to Seller's right to complete, within a reasonable time, any Common Element in Phase I. Unit shall

be substantially completed at the time of closing. If the Unit is not completed, Seller shall, without the escrowing of funds, complete the Unit within a reasonable period of time after closing. Buyer shall receive a copy of the Occupancy Permit at closing.

16. **Assignment.** Purchaser shall not sell, assign or transfer, in any manner whatsoever, this Agreement and any right, title or interest herein without first obtaining the prior written consent of Seller. Subject to provisions prohibiting such sale, assignment or transfer by Purchaser, this Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

17. **Casualty.** Any loss or damage to the Unit, or the Building containing the Unit, caused by fire or other casualty shall not in any way void or impair any of the conditions of this Agreement or Seller's obligations hereunder; provided, however, that if Seller in its sole discretion shall determine that it is impractical to repair or rebuild the Building or Unit, then, within sixty (60) days after any such casualty, Seller shall have the right to cancel this Agreement by returning all monies paid by Purchaser hereunder, with interest as earned thereon, whereupon this Agreement shall be null and void without further liability by either party to the other.

18. **Miscellaneous.** If any Unit is not subject to an Agreement of Sale when the Building has been submitted to the Uniform Condominium Act, Seller shall remain the owner of such unsold Unit or Units and Seller shall be liable for charges and assessments, if any, in connection with each such Unit and the Percentage Interest appurtenant thereto until each respective Unit is conveyed, provided that the Seller shall have the right to lease and receive the rentals from such unsold Units for which it is responsible hereunder.

19. **Warranties.** The Unit to be conveyed by this Agreement shall be conveyed under and subject to warranties as set forth in the Public Offering Statement.

20. **Notices.** All notices to be given by either party to the other shall be in writing and shall be served by depositing such notice in the United States mail,

certified, return receipt requested and addressed and directed to the party to receive the same as follows:

As to Seller: Laurel Hills Development Corp.
 Attention: Beverly A. Simpson
 744 Wertzville Road
 Enola, Pennsylvania 17025

As to Purchaser:

21. **Recording.** This Agreement shall not be recorded by either the Seller or the Purchaser.

22. **Entire Agreement.** This is the entire agreement between the parties and there are no other terms, obligations, covenants, representations, statements or conditions oral or otherwise of any kind whatsoever. Any agreement hereafter made shall be ineffective to change, modify or discharge this Agreement in whole or in part unless such Agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have hereunto set their hands and seals the date and year first above written.

SELLER:

LAUREL HILLS DEVELOPMENT CORP.

By _____ (SEAL)
 (Vice) President

ATTEST:

(Assistant) Secretary

**ACKNOWLEDGMENT OF RECEIPT
OF CONDOMINIUM DOCUMENTS**

Purchase hereby acknowledges receipt of the following Condominium documents:

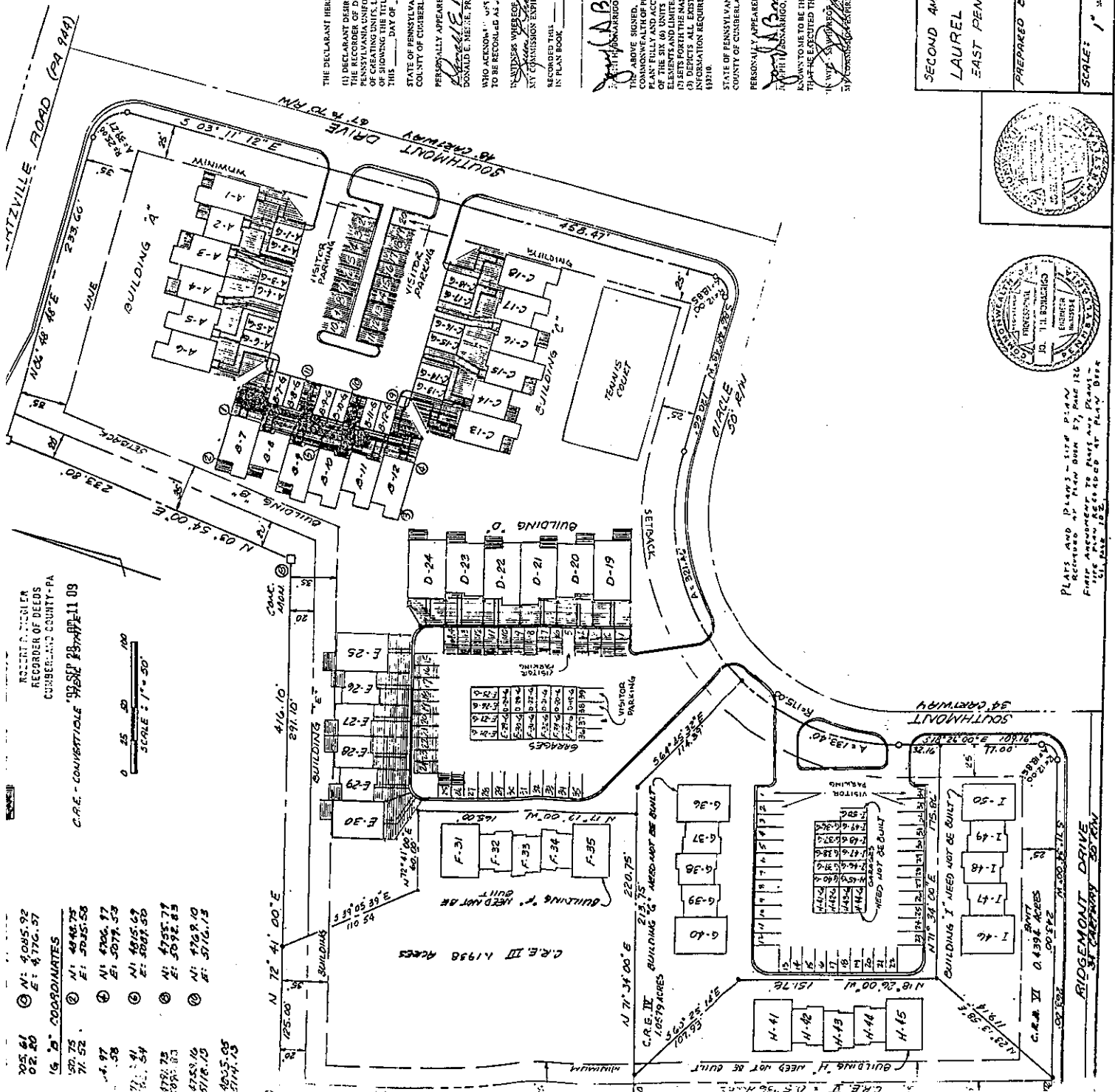
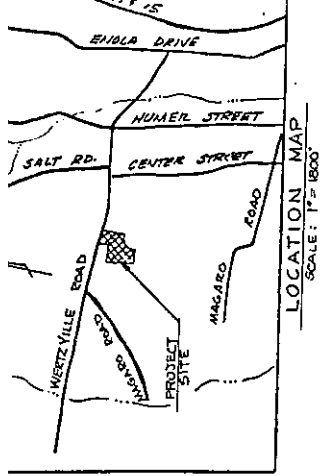
- A. Public Offering Statement
- B. Declaration
- C. Amended and Restated Declaration
- D. First Amendment to Amended and Restated Declaration
- E. Second Amendment to Amended and Restated Declaration
- F. Third Amendment to Amended and Restated Declaration
- G. Bylaws
- H. Amended and Restated Bylaws
- I. Plats and Plans-Site Plan
- J. First Amendment to Plats and Plans-Site Plan
- K. Second Amendment to Plats and Plans-Site Plan
- L. Third Amendment to Plats and Plans-Site Plan
- M. Fourth Amendment to Plats and Plans-Site Plan
- N. Agreement of Sale
- O. Sample Deed

PURCHASERS:

Date: _____

EXHIBIT "X"

SECOND AMENDMENT TO PLATS AND PLANS - SITE PLAN



THE DECLARANT HEREBY DECLARES AS FOLLOWS:

(1) DECLARANT DESIRES SECOND AMENDMENT TO PLATS AND PLANS. THE PLANS BE RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF CUMBERLAND COUNTY, PENNSYLVANIA, P. 1584 AT 11:30 AM ON 10/31/91 FOR THE PURPOSE OF SHARING THE UNIT TYPES FOR THE SIX (6) CONDOMINIUM UNITS WITHIN BUILDING "E" DAY OF 10/31/91.

STATE OF PENNSYLVANIA
COUNTY OF CUMBERLAND

PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC, IN AND FOR THE STATE AND COUNTY AFORESAID.

Donald E. McE...
DONALD E. MCE... PRESIDENT, LAUREL HILLS DEVELOPMENT CORP.

WHO ACKNOWLEDGES THAT THIS PLAN TO BE THE ACT AND DEED OF SAID CORPORATION AND DESIRES THE SAME TO BE RECORDED AS SUCH.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL THIS DAY OF 10/31/91 AT 11:30 AM IN THE CITY OF HAZELWOOD, PENNSYLVANIA.

REGISTERED DAY OF 10/31/91 AT 11:30 AM IN PLAN BOOK PAGE 148-149 RECORD BOOK PAGE 148-149

John A. Br...
JOHN A. BR... REGISTERED PROFESSIONAL ENGINEER
P. 1584, REGISTERED PROFESSIONAL LAND SURVEYOR

I HAVE BECOME A REGISTERED PROFESSIONAL ENGINEER AND PROFESSIONAL LAND SURVEYOR IN THE COMMONWEALTH OF PENNSYLVANIA AND I HEREBY CERTIFY THAT THE SECOND AMENDMENT TO PLATS AND PLANS SITE PLAN FULLY AND ACCURATELY SHOWS THE PROPERTY, SPECIFICALLY INCLUDING THE LAYOUT OF THE SIX (6) UNITS SITUATED WITHIN BUILDING "E", SPECIFICALLY INCLUDING THE UNIT BOUNDARIES, THE LAYOUT ELEMENTS AND LIMITED COMMON ELEMENTS, TOGETHER WITH THE UNIT BOUNDARIES OF EACH DETACHED GARAGE AND THE UNIT DESIGNATION FOR EACH UNIT. THE PROPERTY IS KNOWN AS THE LAUREL HILLS NORTH CONDOMINIUM I, AND (4) CONTAINS ALL INFORMATION REQUIRED UNDER SECTION 210 OF THE PENNSYLVANIA UNIFORM CONDOMINIUM ACT, 69 P.S. 61.1-61.1118.

STATE OF PENNSYLVANIA
COUNTY OF CUMBERLAND

PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC, IN AND FOR THE STATE AND COUNTY AFORESAID.

John A. Br...
JOHN A. BR... REGISTERED PROFESSIONAL ENGINEER
P. 1584, REGISTERED PROFESSIONAL LAND SURVEYOR

I HAVE BECOME A REGISTERED PROFESSIONAL ENGINEER AND PROFESSIONAL LAND SURVEYOR IN THE COMMONWEALTH OF PENNSYLVANIA AND I HEREBY CERTIFY THAT THE ABOVE CERTIFICATION AND ACKNOWLEDGMENT HAVE BEEN EXECUTED THE SAME FOR THE PURPOSE THEREIN CONTAINED.

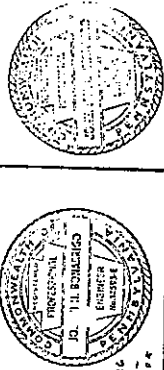
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL THIS DAY OF 10/31/91 AT 11:30 AM IN THE CITY OF HAZELWOOD, PENNSYLVANIA.

SECOND AMENDMENT TO PLATS AND PLANS - SITE PLAN
LAUREL HILLS NORTH CONDOMINIUM I
EAST PENNSBORO TOWNSHIP, CUMBERLAND COUNTY, PA

PREPARED BY: BOULDER ASSOCIATION, INC.
1909 BRIDGE STREET
NEW CUMBERLAND, PA 17070

NOTARIAL SEAL
JOHN A. BR...
REGISTERED PROFESSIONAL ENGINEER
P. 1584, REGISTERED PROFESSIONAL LAND SURVEYOR

SCALE: 1" = 50' DATE: OCT. 31, 1991 SHEET 1 OF 3



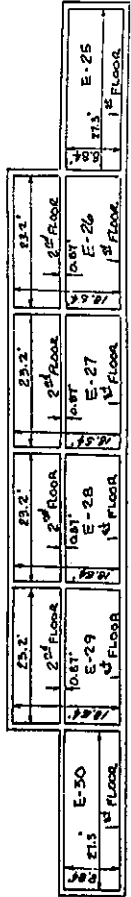
PLATS AND PLANS - SIZE 11x14 IN.
RECORDED AT PLAN BOOK 87, PAGE 122
FIRST AMENDMENT TO PLATS AND PLANS
LAUREL HILLS NORTH CONDOMINIUM I
EAST PENNSBORO TOWNSHIP, PA

- ① N - 4,680.00
- ② E - 4,951.58
- ③ N - 4,722.00
- ④ E - 4,944.29
- ⑤ N - 4,097.41
- ⑥ E - 4,872.35

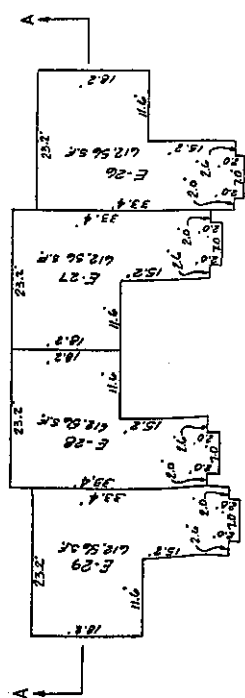
- ⑦ N - 4,016.76
- ⑧ E - 4,799.17
- ⑨ N - 4,034.75
- ⑩ E - 4,812.27
- ⑪ N - 4,668.83
- ⑫ E - 4,881.25

- ⑬ N - 4,586.19
- ⑭ E - 4,945.15
- ⑮ N - 4,607.29
- ⑯ E - 4,939.20
- ⑰ N - 4,595.28
- ⑱ E - 4,901.01

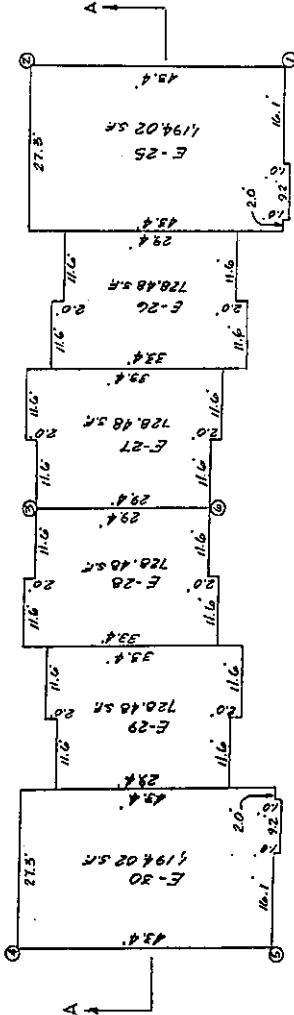
- ⑲ N - 4,576.29
- ⑳ E - 4,906.97
- ㉑ N - 4,557.19
- ㉒ E - 4,912.92



SECTION A-A BUILDING E



SECOND FLOOR PLAN - BUILDING E



FIRST FLOOR PLAN - BUILDING E

CERTIFICATE OF SUBSTANTIAL COMPLETION FOR BUILDING "E"

THE UNDERSIGNED, JOSEPH H. BONARRICO, A REGISTERED PROFESSIONAL ENGINEER, PROFESSIONAL LAND SURVEYOR, PAUL E. GROF & ASSOC., INC., CONSULTING ENGINEERS, 1000 MARKET STREET, PHILADELPHIA, PENNSYLVANIA 19107, HEREBY CERTIFIES THAT ALL STRUCTURAL COMPONENTS AND MECHANICAL, ELECTRICAL AND PLUMBING WORK SHOWN ON THIS SECOND AMENDMENT TO PLATS AND PLANS - SITE PLAN ARE SUBSTANTIALLY COMPLETED IN ACCORDANCE WITH THIS SECOND AMENDMENT TO PLATS AND PLANS - SITE PLAN.

THIS CERTIFICATE OF COMPLETION EXECUTED THIS 31st DAY OF Sept, 1991

Joseph H. Bonarrico
JOSEPH H. BONARRICO, PE, PLS

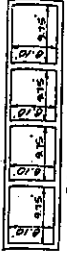
COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CUMBERLAND

BEFORE ME, A NOTARY PUBLIC IN THE COMMONWEALTH OF PENNSYLVANIA, PERSONALLY APPEARED JOSEPH H. BONARRICO, PE, PLS KNOWN TO BE OR SATISFACTORILY PROVEN TO BE THE PERSON WHOSE NAME IS SUBSCRIBED ON THE CERTIFICATE OF COMPLETION AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND SEAL.

Notary Public
NOTARY PUBLIC

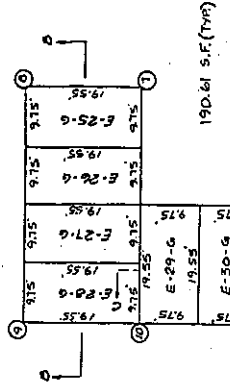
MY COMMISSION EXPIRES: _____



SECTION C-C BUILDING E GARAGES

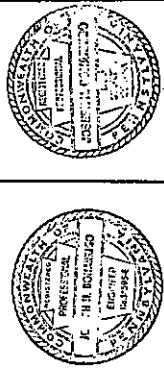


SECTION D-D BUILDING E GARAGES



BUILDING E GARAGES

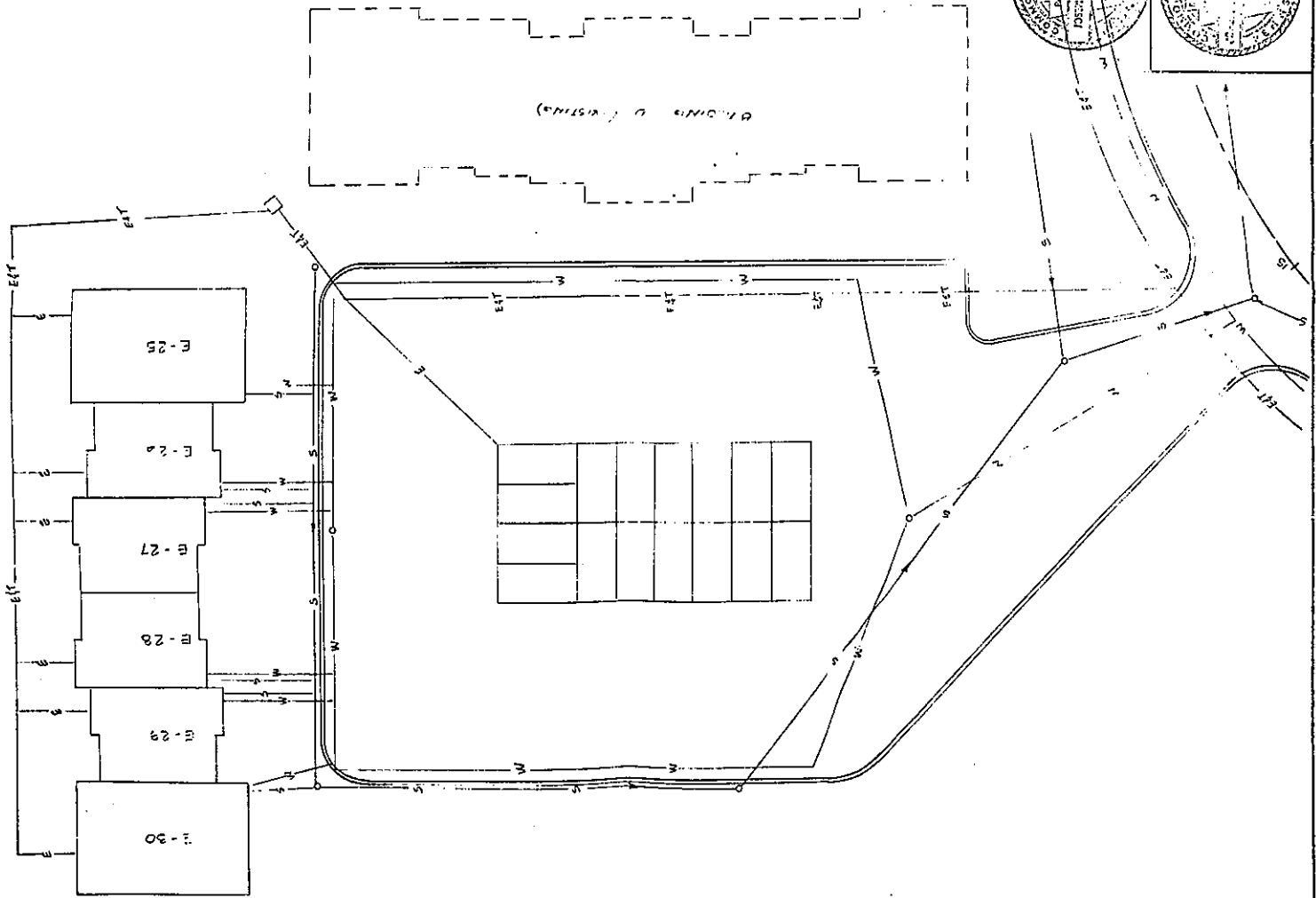
SECOND AMENDMENT TO PLATS AND PLANS - SITE PLAN
LAUREL HILLS NORTH CONDOMINIUM I
EAST PENNSBORO TOWNSHIP, CUMBERLAND COUNTY, PA



PREPARED BY:
PAUL E. GROF & ASSOC., INC.
1200 MARKET STREET
NEW CUMBERLAND, PA 17070

SCALE: 1" = 15'
DATE: OCT. 31, 1991
SHEET 2 OF 3

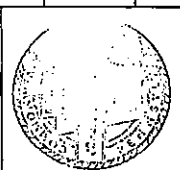
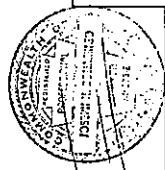
P-1000 10/31/91



UTILITY PLAN - BUILDING E
 SECOND AMENDMENT TO PLATS AND PLANS - SITE PLAN
 LAUREL HILLS NORTH CONDOMINIUM I
 EAST PENNSYLVANIA TOWNSHIP, CUMBERLAND COUNTY, PA

PREPARED BY:
 PAUL E. GRAY & ASSOC., INC.
 1309 BRIDGE STREET
 NEW CUMBERLAND, PA 17070

SCALE: 1" = 30'
 DATE: OCT. 31, 1991
 SHEET 3 OF 3



PL 10000 66 PG 7 13575