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YORK COUNTY
ASSESSMENT OFFICE



0540113

**DECLARATION CREATING AND ESTABLISHING
LAUREL MANOR CONDOMINIUM**

ARTICLE I.

Submission and Defined Terms

Section 1.1 DECLARANT. MICHAEL E. BARSHINGER, with principal offices at 1150 Stewart Street, York, York County, Pennsylvania, ("Declarant"), owner in fee simple of the land described in Exhibit "A", attached hereto and by referenced made a part hereof, located in Manchester Township, York County, Pennsylvania, ("Land"), hereby submits the Land, together with all easements, rights and appurtenances thereto belonging ("Property"), to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. Section 3101 et seq. ("Act"), and hereby creates with respect to the Property a flexible condominium to be known as "Laurel Manor Condominium" ("Condominium"). The property shall initially consist of twenty-three (23) buildings containing ninety-seven (97) units, (Units 1-41 and Units 78-133), pursuant to the terms of the Act and this Declaration.

Section 1.2 EASEMENTS and LIENS. The Land submitted is subject to liens, mortgages, judgments, easements, licenses and other charges as are set forth in Exhibit "B" which is attached hereto.

Section 1.3 DEFINED TERMS.

- A. Terms not otherwise defined herein, in the By-Laws or in the Plats and Plans, as the same may be amended from time to time, shall have the meanings specified and/or used in the Act.
- B. The following terms are used or defined in general terms in the Act and shall have specific meanings hereunder as follows:
 - 1. "Additional real estate" - Real estate that may be added to a flexible condominium, as described in Exhibit "C" and as shown on Exhibit "E".
 - 2. "Association" - means the unit owners association of the Condominium.
 - 3. "Building" - means any building on the Land.
 - 4. "Condominium" - means the Condominium described in Section 1.1 hereinabove.

5. "Declarant" - means the Declarant described in Section 1.1 hereinabove and all successors to any Special Declarant Rights.
6. "Executive Board" - means the Executive Board of the Condominium.
7. "Land" - means the land described in Exhibit "A" attached.
8. "Limited Common Elements" - means all of the parking spaces, sidewalks, driveways, and decks or patios (if any) and other areas as may be specifically shown on the Plats and Plans.
9. "Plats and Plans" - means the Plats and Plans attached hereto, marked as Exhibit "E", as the same may be amended from time to time.
10. "Property" - means the Land with all easements, rights and appurtenances thereunto belonging.
11. "Unit" - means a Unit as described herein and in the Plats and Plans, as the same may be amended from time to time.
12. "Special Declarant Rights" shall include, during the period of Declarant control, in accordance with the provisions of Section 3303(c) of the Act, the right to appoint or remove any officer of the Association or any Executive Board member. Initially, the Executive Board shall consist of three (3) members who shall be appointed, removed and replaced from time to time by the Declarant without the necessity of obtaining resignations. The transition from Declarant appointed members of the Executive Board to Unit Owners shall occur as follows:
 - a. No later than sixty (60) days after twenty-five (25%) percent of the Units are conveyed to Unit Owners other than the Declarant, such Owners other than the Declarant shall elect two (2) Unit Owners, other than the Declarant, who shall supplement the three (3) members of the Executive Board appointed by the Declarant, thereby creating an Executive Board consisting of five (5) members.
 - b. No later than the earlier of (i) one hundred eighty (180)

days after the conveyance of seventy-five (75%) percent of the Units to Unit Owners other than the Declarant or (ii) seven (7) years following conveyance of the first Unit to an Owner other than the Declarant, the Owners other than the Declarant shall elect two (2) Owners other than the Declarant to the Executive Board to replace two (2) of the remaining Declarant-appointed members.

- c. No later than one hundred eighty (180) days after the conveyance of the last unit in the Condominium to an Owner other than the Declarant, the Unit Owners other than the Declarant shall elect one (1) Owner to replace the last remaining Declarant-appointed member. The Unit Owners on this Executive Board shall serve until the first regular election of the Executive Board held after the replacement of the last Declarant-appointed member.

C. The following terms when used hereunder or in the Bylaws shall have the meanings set forth below.

1. "Percentage Interest" - means each Unit Owner's undivided ownership interest in the Common Elements and share of Common Expense Liability appurtenant to each Unit as set forth in Exhibit "D" attached, as the same may be amended from time to time.
2. "Reserved Common Elements" - means portions of the Common Elements which the Executive Board may designate as such from time to time.
3. "Mortgagees" - means the institutional lenders holding a first mortgage encumbering any Unit in the Condominium.

D. Among the improvements on the Land are the following: underground electric, natural gas and water utility lines, sewer lines and storm water lines, storm water stone trenches, private roadways all as shown on the Plats and Plans as attached hereto and made a part hereof, and any and all other improvements which a visual inspection of the premises would disclose.

ARTICLE II

Buildings on the Land: Unit Boundaries

Section 2.1 NUMBER AND LOCATION OF BUILDINGS. The location, dimensions and area of each of the buildings as shown on Exhibit "D".

Section 2.2 UNITS AND PERCENTAGE INTERESTS. The location of Units within each building is shown on the Plans attached hereto. Attached hereto as Exhibit "D" is a list of all Units, their Identifying Number, location (all as shown more fully on the Plats and Plans), type and the Percentage Interest appurtenant to each Unit, determined on the basis of equal interests for each unit. The location of the Common Elements to which each Unit has direct access are shown on the Plats and Plans; balconies, terraces and fences if any, shown adjacent to any Unit are Limited Common Elements appurtenant to such Unit.

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 or slanted plane of the inside surface of the ceiling.
2. Lower Boundary: The horizontal plane of the top surface of the unfinished basement concrete floor slab.

B. Vertical Boundaries: The vertical boundaries of the Unit shall be the vertical planes, extended to intersections with each other and with the upper and lower boundaries, of the interior unit-side surface of the exterior walls which do not separate the Unit from any other Unit, and of the interior Unit-side surface of the party walls which separate the Unit from the other Units.

C. Each Unit consists of: (i) the volumes or cubicles of space enclosed by and measured horizontally and vertically from the unfinished inner surfaces of the perimeter walls and the walls and in some cases the imaginary plans dividing the Units, the inner surface of the ceiling, and concrete slab upon which the Unit is constructed; and as to those Units constructed on concrete slabs the upper side of such slab; and (ii) all interior partition walls, floors and other partitions located within the Unit (including the space occupied by such walls, floors and partitions and the frames of any doors or other openings in such walls or partitions) excepting such part of such interior walls, floors and partitions located within the Units, if any, which may comprise part of the Common Elements; and (iii) the decorated inner surfaces of all said walls, ceilings and concrete slabs and walls consisting of paint, plaster, plaster board,

carpeting, floor tiles and other floor coverings, and all other finishing materials affixed or installed as a part of the physical structure of the Unit and all immediately visible fixtures, appliances, mechanical and electrical systems and equipment, heating and air cooling systems and equipment installed for the sole and exclusive use of the Unit, commencing at the point of disconnection from the structural body of any Building and from utility lines, pipes, or systems serving the Unit.

No pipes, wires, conduits or other public, utility lines or installations constituting a part of the overall utility systems designed for the service of any particular Unit, nor any of the structural members or portions of any Building nor any other property of any kind which is not removable without jeopardizing the soundness, safety or usefulness of the remainder of any Building shall be deemed to be a part of any Unit.

The attic space, if any, located above certain Units between the ceiling of the second floor thereof and the roof of the Building comprises part of the Common Elements. No openings may be made in the ceiling of any Unit to provide access to said attic space; and the existing hatch in the ceiling of each Unit leading to such attic space may be used only for access in the event repair, replacement or maintenance of the Common Elements located therein or thereon is necessary and authorized by the Council. Such attic space, if any, may be used for storage subsequent to obtaining the written consent of the Council thereof.

The electricity and natural gas supplied to each Unit is separately metered and is not a Common Expense. Water and sewer service supplied to each Unit if not separately billed to each Unit, shall be a Common Expense. Each Unit is individually heated.

Section 2.4 MAINTENANCE RESPONSIBILITIES. Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary descriptions, the Units shall be maintained and repaired by each Unit owner and Common Elements shall be maintained and repaired by the Association in accordance with the provisions of Section 3307 of the Act. All Common Expenses associated with the maintenance, repair and replacement of a Limited Common Element shall be assessed against the Units to which such Limited Common Element was assigned at the time the expense was incurred (in accordance with the provisions of Section 3314 of the Act) (in the same proportion as the Percentage Interest of such Unit bears to the aggregate of the Percentage Interest of all such Units). Unit owners shall be responsible for routine maintenance of Limited Common Elements.

Section 2.5 RELOCATION OF UNIT BOUNDARIES AND SUBDIVISION OF UNITS. Relocation of Unit Boundaries and subdivision of Units will be permitted subject to the compliance therefore in Section 3214 and Section 3215 of the Act.

Section 2.6 UNIT DEEDS. A Unit Deed conveying title to a Unit shall be recorded and shall include the following: (i) the name by which the Property is identified and known, viz. "Greenleaf Manor Condominium"; (ii) a statement that the Property is located in Manchester Township, York County, Pennsylvania; (iii) a reference to the Declaration and the Declaration Plan, including reference to the place where the Declaration and the Declaration Plan and any amendments thereof, are recorded; (iv) the Unit Designation of the Unit in the Declaration Plan; (v) a reference to the last Unit Deed, if any, conveying such Unit, including the reference to the place where the same was recorded; and (vi) the Common Interest in the Common Elements assigned to the Unit by the Declaration and any amendments thereof.

Every Unit Deed, conveyance, lien or written instrument dealing with a Unit using the Unit Designation assigned to a Unit shall be deemed to include, without requiring specific reference thereto or enumerating them, all the appurtenances thereto, whether specifically described or not, and easements in favor of the Unit and similarly shall be subject to all easements in favor of others.

Section 2.7 COMMON ELEMENT PROVISIONS.

- A. The Common Elements are described in Article II hereof and are more particularly set forth and shown in the Declaration Plan.
- B. Each Unit has appurtenant and assigned to it a Common Interest in the Common Elements.
- C. The Common Interest of a Unit in the Common Elements shall be inseparable from each Unit, and any conveyance, lease, devise or other disposition or mortgage or other encumbrance of any Unit shall extend to and include the Common Interest of the Units in the Common Elements, whether or not expressly referred to in the instrument effecting the same. The Common Interest in the Common Elements and the fee titles to the respective Units conveyed therewith, shall not be separately conveyed, transferred, alienated or encumbered and each of said Common Interests shall be deemed to be conveyed, transferred, alienated or encumbered with its respective Unit notwithstanding the description in the instrument of conveyance, transfer, alienation or encumbrance may refer only to the fee title to the Unit.
- D. The Common Elements shall remain undivided and no action for partition or division of any part thereof shall be permitted, except as provided in the Act; and the Common Elements shall not be abandoned, encumbered, sold or transferred unless there shall be unanimous written approval thereof by all Unit Owners and the holders of first mortgage liens thereon.

E. The Common Interest appurtenant to each Unit shall have a permanent character, shall be inseparable from each Unit and shall not be altered or changed except by an amendment to the Declaration duly executed by all of the Unit Owners affected thereby and recorded.

F. Except as their use may otherwise be limited by the Condominium Documents, each Unit Owner, tenant and occupant of a Unit, and the family members, guests, agents and employees of such Unit Owner, tenant and occupant, may use the Common Elements in common with all other Unit Owners and tenants or occupants of other Units, and their respective family members, guests, agents and employees, in accordance with the purposes for which they are intended without hindering or encroaching upon the lawful rights of the other Unit Owners.

G. No Unit Owner may exempt himself from liability with respect to the Common Expenses by waiver of the enjoyment of the right to use any of the Common Elements or by abandonment of his Unit or otherwise. Conversely, the Unit Owners Association's responsibility under paragraph k of this Section 7 shall be exercised without discrimination as between the various areas and types of Common Elements.

H. The Association, and the Association's agents and employees, shall have the irrevocable right and easement to have access to each Unit from time to time during reasonable hours (or at any time in the event of an emergency) as may be necessary for the inspection, maintenance, repair or replacement of any of the Common Elements therein or accessible therefrom or the making of any addition or improvements thereto; or to make repairs to any Unit or the Common Elements if such repairs are reasonably necessary for public safety or to prevent damage to any other Unit or Units or the Common Elements; or to abate any violation of law, orders, rules or regulations of any governmental authorities having jurisdiction thereof.

I. The Association shall, if requested, determine the purpose for which a Common Element may be used. The Association shall have the right to promulgate rules and regulations limiting the use of the Common Elements to Unit Owners and their respective families, guests, invitees and employees, subject to the right of a majority of the Unit Owners to change any such rules and regulations.

J. The maintenance, repair, replacement, cleaning, sanitation, management, operation and use of the Common Elements and the making of any additions or improvements thereto shall be the responsibility of the Association and shall be carried out as provided in the By-Laws, but nothing herein contained shall be construed so as to preclude the Association from delegating these duties to a manager or

agent or other persons, firms or other corporations.

- K. The Common Expenses incurred or to be incurred for the maintenance, repair, replacement, cleaning, sanitation, management, operation and use of the Common Elements and the making of any additions or improvements thereto shall be assessed by the Association against, and collected from, the Unit Owners.
- L. No Unit Owner shall do any work which would affect or alter any of the Common Elements, or jeopardize the soundness or safety of the Property, or impair any easement or hereditament therein without the unanimous consent of the Unit Owners affected thereby, unless permitted by the Rules and Regulations.
- M. Each Unit Owner shall have the right to the use, for at least two automobiles, of parking spaces which may be assigned and designated by the Association pursuant to the provisions of the By-Laws.
- N. The Association may assign its' rights to receive future income, including income from common expense assessments, as security for debt of the Association, and may encumber parts of the common elements as security for Association borrowings or may sell off unneeded portions of the common elements pursuant to Section 3318 (b) of the Act.

ARTICLE III

Allocation and Restriction of Common Elements

Section 3.1 ALLOCATION OF LIMITED COMMON ELEMENTS. Portions of the Common Elements may be marked on the Plans as "Common Elements which may be assigned as Limited Common Elements." These portions of the Common Elements include, without limitation, all portions of the Common Elements allocated by the Declaration or by operation of Section 3202(2) or (4) relating to Unit boundaries of the Act for the exclusive use of one or more but fewer than all of the Units in the Common Elements. Declarant reserves the right to assign these portions as Limited Common Elements for the exclusive use of certain Unit Owners to whose Units these portions shall become appurtenant. The Declarant may assign such Common Elements as Limited Common Elements portions or areas pursuant to the provisions of Section 3209(c) of the Act by making such an assignment in the deed to the Unit to which such Limited Common Element portions or areas shall be appurtenant and subsequently confirming such assignment by recording an appropriate amendment to this Declaration or to the Plans.

Section 3.2 DESIGNATION OF RESERVED COMMON ELEMENTS. "Reserved Common Elements" are those parts of the Common Elements which may be used by less than all of the Unit Owners or by non-owners of any Units for specified periods of time. The Executive Board shall have the discretionary power to designate the Common

Elements which shall be Reserved Common Elements, to grant reserved rights to any or less than all of the Unit Owners or to others, and to establish reasonable charges and conditions for the use and maintenance thereof. Included in the Reserved Common Elements shall be one Unit to be used as the residence of the Condominium Manager, meeting rooms, parking spaces, and such areas as the Executive Committee may designate for commercial uses.

Section 3.3 SURFACE PARKING SPACES. There are surface automobile parking areas situated on private streets. Any such surface parking spaces on the Property shall be deemed Common Elements and shall be available for the use of Unit Owners on a "first come, first served" basis, except as the Executive Board may otherwise determine. During the period of control by the Declarant, the Declarant shall have the right to restrict the use of certain surface parking spaces for sales, construction, management and other purposes.

ARTICLE IV Easements

Section 4.1 DECLARANT'S EASEMENT TO FACILITATE MARKETING.

- A. Declarant shall have the right to maintain models, management offices and sales offices on the Property and to relocate such models, management offices and sales offices from time to time within the Property. The models, management offices, and sales offices constituting a portion of the Common Elements shall be subject to the following requirements:
1. The number of models maintained by the Declarant within the Common Elements shall not exceed one (1) model for each type of Unit. The size of each such model shall not exceed the size of the comparable Unit.
 2. In addition to the models maintained by the Declarant on the Common Elements, Declarant shall have the right to maintain within the Common Elements not more than two (2) offices for sales and management purposes. Each such sales or management office may exceed the size of the largest Unit.
 3. No models, management offices or sales offices may be maintained within any portion of the Common Elements of any Building.
- B. Declarant shall have the right to maintain on the Property such advertising signs as Declarant in its sole discretion may deem appropriate, provided that such signs comply with applicable governmental requirements. Declarant may from time to time relocate

such advertising signs.

Section 4.2 UTILITY EASEMENTS. The Units and Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant, appropriate utility and service companies and governmental agencies or authorizes for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created in this Section 4.2, shall include, without limitation, rights 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 pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities, electrical wires, conduits and equipment and ducts and vents over, under, through, along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this Section 4.2, 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 existed at the time of first conveyance of the Unit by the Declarant, or so as not to materially interfere with the use or occupancy of the Unit by its occupants.

Section 4.3 DECLARANT'S EASEMENT TO CORRECT DRAINAGE. Declarant reserves an easement on, over and under those portions of the Common Elements not located within a Building for the purpose of maintaining and correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created by this Section 4.3, expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, or to take any other action reasonably necessary, following which the Declarant shall restore the affected property as closely to its original condition as practicable.

Section 4.4 EASEMENT FOR USE OF COMMON AREAS.

A. Each Unit Owner and its employees and clients are hereby granted a non-exclusive perpetual right and easement of access to and enjoyment in common with others of the amenities of the parking lots, lawns, open spaces, and outdoor equipment located on the Common Elements.

B. The rights and easements of access and enjoyment created hereby shall be subject to the right of the Association to adopt rules and regulations concerning the use of the parking lots, lawns, open spaces, and outdoor equipment located on the Common Elements.

C. As a condition of the enjoyment of this Easement for use of Common Areas, the record owners of Units in the Condominium Project shall pay to the Association, each month, an assessment levied exclusively for a proportionate share of the costs for the management, operation, repair, replacement, and maintenance of the parking lots, lawns, open spaces and any outdoor equipment located on the common elements. The assessment payable by each such Unit record owner shall equal the

amount determined by multiplying the actual operational expenses by the Unit Owner's percentage interest as calculated in accordance with the within Declaration. The Unit Owner assessments levied under this paragraph may be adjusted periodically by the Association to reflect changes in operational expenses and changes in percentage interests as the result of the addition of Condominium Units to the Condominium Project.

Section 4.5 EASEMENT FOR EMERGENCY EXITS. Certain second floor Units may have easements for passage to and use of the neighboring Units' stairwells as emergency exits.

Section 4.6 EASEMENT FOR REPAIRS AND MAINTENANCE. Each Unit shall be and is hereby made subject to an easement in favor of the other Unit Owners for reasonable access, ingress, and egress in connection with the installation and completion and the subsequent maintenance, repair, permitted alteration, and replacement, if any, by and other Unit Owners, of their respective Units. The above easements shall be for the benefit of all Unit Owners, their agents, lessees, and employees; provided, however, that any such exercise of the easement created by this paragraph shall be subject to such rules, regulations, and limitations as may be promulgated by the Executive Board, shall cause no more than minimal disturbance to any other Unit Owner. In the event any other Unit Owner shall cause any damage to the Common Elements or any Unit through which such access is taken, the Unit Owner responsible for such damage shall be liable for the prompt repair thereof. In the event any other damage is inflicted upon such Unit, or if the Unit Owner exercising the easement created by this paragraph violates such rules, regulations or limitations as may be created by the Executive Board with respect to such easement rights, the Association shall have the right to restrict or revoke such easement with regard to the abusive Unit Owner.

ARTICLE V Additional Real Estate

Section 5.1 DECLARANT'S INTENTIONS REGARDING ADDITIONAL REAL ESTATE. It is the intention of the Declarant to add the Additional Real Estate as described in Exhibit "C" to the Condominium Project, which Additional Real Estate will contain Additional Units which will be similar to the Units set forth in Exhibit "E". Each Unit set forth in Exhibit "E" will be substantially constructed before that Unit is conveyed. Each Unit in each successive area committed to this Condominium Project, on Additional Real Estate, shall be substantially constructed before that Unit is conveyed. It is the intent of the Declarant to construct an additional eight (8) Buildings containing an additional thirty-six (36) Units. Although it is the intention of the Declarant to construct additional Buildings and Units as set forth hereinabove, Declarant reserves the sole right to make decisions with respect to future construction, as well as the sole right to make decisions as to the style and type of any Buildings or Units to be constructed. No assurances are made or provided herein with respect to the

boundaries or the order of adding or withdrawing any additional real estate.

Section 5.2 ADDITIONAL REAL ESTATE RESERVATIONS. Declarant reserves unto itself the right to add Additional Real Estate areas to this Condominium at a later date, if Declarant deems it necessary or required. At the expiration of seven (7) years from the date of recording of this Declaration, the right of Declarant to add from the Condominium will lapse, provided, nevertheless, that Declarant may, in its sole discretion, by proper amendment to this Declaration, terminate this option at any time prior to the expiration of seven (7) years from the date of recording of this Declaration.

Notwithstanding any of the foregoing, however, in the event that Real Estate is withdrawn from the Condominium, Declarant shall grant easements (to the extent that easements are not automatically provided by the Act) to the Condominium Association for any utilities, drainage, maintenance, ingress and egress, or other easements necessary for the continued operation of the Association.

Section 5.3 EFFECT ON SHARE OF COMMON ELEMENT INTEREST, VOTING, EXPENSE LIABILITY. Upon the addition of Additional Real Estate to the Condominium, the respective existing Unit Owners' share of the Common Element Interest, Common Expense Liability and relative voting strength will be recalculated so that at all times each Unit Owner shall have one (1) vote and each Unit Owners' share of the Common Interest and Common Expense Liability shall be described as a fraction, the denominator of which is the total number of Units which are permanently committed to the Condominium Project and the numerator of which is the numeral one (1). Accordingly, all Unit Owners will have an equal vote, an equal interest share of the Common Elements and an equal share of the Common Expense Liability.

Section 5.4 MISCELLANEOUS REQUIRED STATEMENTS REGARDING ADDITIONAL REAL ESTATE.

- A. No assurances are made herein with respect to the boundaries of any additional real estate or the order of adding said real estate. In the event that additional real estate is added, there is no requirement that all or any particular portion of that or any other real estate must be added.
- B. The maximum number of units that may be created in the additional real estate consisting of 7.96 acres shall be no more than 36 units, all of which shall be for residential use.
- C. The maximum number of units per acre shall be five (5).
- D. As set forth in paragraph 5.1 hereinabove, it is the intent of the Declarant to construct buildings and units similar in architectural style, quality of construction and size, however, Declarant reserves the sole right to change any of the foregoing and, therefore, no assurances are made with respect to style, quality or size.

- E. Any and all restrictions in this Declaration affecting use, occupancy and alienation of units shall apply to all new units.
- F. No assurances are made with respect to the other types of improvements and limited common elements that may be created on the additional real estate.
- G. No assurances are made with respect to any limitations as to the location of any buildings or other improvements that may be made on the additional real estate.
- H. Although it is anticipated that limited common elements created within the additional real estate will be of the same general types and sizes as those within the initial phase of the Condominium, Declarant reserves the sole right to make decisions in accordance with the foregoing and, therefore, no assurances are made in this regard.
- I. Although it is intended that the proportion of limited common elements to units created within any additional real estate will be approximately equal to the proportion existing within other parts of the Condominium, the Declarant reserves the sole right to make changes and, therefore, no assurances are made in this regard. In the event that any or all of the additional real estate is not added, none of the assurances set forth hereinabove in this Section shall apply.

ARTICLE VI
Amendment to Declaration

Section 6.1 AMENDMENT GENERALLY. This Declaration may be amended only in accordance with the procedures specified in Section 3219 of the Act, the other Sections of the Act referred to in Section 3219 thereof and Section 2. hereof.

Section 6.2 RIGHTS OF SECURED LENDERS. Subject to the limitations imposed by Section 3221 of the Act, no amendment of this Declaration may be made without the prior written approval of all record holders of first mortgages on Units if and to the extent that such approval is required by the Act, and if and to the extent that such amendment would have the effect of terminating or abandoning the condominium (except for termination or abandonment as a result of a taking of all the Units by eminent domain), or abandoning, encumbering, selling or transferring the Common Elements, or partitioning or subdividing any Unit or the Common Elements, or changing the Common Element interest or liability for Common Expenses of the Unit Owners. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed to be a transfer within the meaning of this Section.

ARTICLE VII
Condemnation

Section 7.1 PARTIAL TAKING WITHOUT DIRECT EFFECT ON UNITS. If part of the Condominium shall be taken or condemned by any authority having the power of eminent domain, such that no unit nor Limited Common Element appurtenant thereto is taken, all compensation and damages for and as a result of the taking of the Common Elements, exclusive of compensation for consequential damages to certain affected Units, shall be payable to the Association as Trustee for all Unit owners or lessees, and mortgagees according to the loss or damage in their respective interest in such Common Elements. The Association, acting through the Board of Directors, shall have the right to act on behalf of the Unit owners or lessees with respect to the negotiation and litigation of the issues with respect to the taking and compensation affecting the Common Elements, without limitation on the right of such Unit owners or lessees to represent their own interest. Such proceeds shall be used in accordance with the provisions of the By-Laws. Nothing herein is to prevent Unit owners or lessees whose Units are specifically affected by the taking or condemnation from joining in the condemnation proceedings and petitioning on their own behalf for consequential damages relating to loss of value of the affected Units or personal improvements therein, exclusive of damages relating to Common Elements. In the event that the condemnation award does not allocate consequential damages to specific Unit owners or lessees, but by its terms includes an award for reduction in value of Units and land without such allocation, the award shall be divided between affected Unit owners or lessees, and the Association as their interest may appear by arbitration in accordance with the rules of the American Arbitration Association, but not under its auspices.

Section 7.2 PARTIAL OR TOTAL TAKING DIRECTLY AFFECTING UNITS. If part or all the condominium shall be taken or condemned by any authority having the power of eminent domain, such that any Unit or any part thereof is taken, the Association shall have the right to act on behalf of the owners or lessees with respect to Common Elements as above stated, and the proceeds shall be payable as outlined above. The Unit owners or lessees directly affected by such taking shall represent and negotiate for themselves with respect to the damages affecting their respective Units. The awards so made shall be distributed through the Association first to restore the Units and common buildings or facilities on the remaining land of the condominium in the same manner as provided for restoration under the By-Laws to the extent possible, attempting to rebuild the buildings containing new units of the same number, size and basic plan as the Units taken with any excess award distributed in accordance with the provisions of the By—Laws. In the event that the Board of Directors determines that such a taking so removes land and buildings containing Units that they determine cannot effectively be restored or replaced substantially in compliance with the building plans, and unless seventy-five (75%) percent of the Unit owners or lessees and holders of first mortgages encumbering seventy-five (75%) percent of the undivided interest of the Common Elements subject to mortgages vote to accept an alternative plan, then the Association shall submit the issue to arbitration in accordance with the rules of the America Arbitration Association, but not under its auspices, for remedies with respect to the

continued existence or reform of the condominium the division of the award as to the taking and remaining units, and such other remedies as may be required.

ARTICLE VIII
Use Restrictions

Section 8.1 USE AND OCCUPANCY OF UNITS AND COMMON ELEMENTS. The occupancy and use of the Units and Common Elements shall be subject to the following restrictions:

- a. No use or practice shall be permitted in any Unit which is determined by the Executive Board to be a source of undue annoyance to the owners or occupants of other Units or interferes with the peaceful possession or proper use of the property by such other Owners or occupants.
- b. Reasonable Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property, may be promulgated from time to time by the Executive Board, subject to the right of the Association to change such rules and regulations. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such Rules and Regulations or any amendments thereto.

ARTICLE IX
Leasing

A Unit Owner may lease or sublease his unit at any time and from time to time provided that (except for a lease or sublease made by the Declarant):

1. No Unit may be leased, initially, for less than a one (1) year term.
2. No portion of a Unit (less than the entire Unit) may be leased for any period.
3. No Unit may be leased or subleased without a written lease or sublease.
4. A copy of such lease or sublease shall be furnished to the Executive Board within ten (10) days after execution thereof.
5. The rights of any lessee or sublessee of the Unit shall be subject to, and such lessee or sublessee shall bound by, the covenants, conditions and restrictions set forth in the Declaration, By-Laws, and Rules and Regulations and a default thereunder shall constitute a default under the lease or sublease.
6. The Association may assess Owners of leased Units an extra charge for administrative expenses.
7. The foregoing shall not excuse the Owner of a Unit from his, her or its duty to pay

any common expense assessments.

ARTICLE X
Limitation of Liability

Section 10.1 LIMITED LIABILITY OF THE EXECUTIVE BOARD. The Executive Board and its members in their capacity as members, officers and employees:

- A. Shall not be liable for the failure of any service to be obtained by the Executive Board and paid for by the Association, or for injury or damage to Persons or Property caused by the elements or be another Unit Owner or Person on the Property, or resulting from electricity, gas, water, rain, dust or sand which may leak or flow from the outside or from any part of the Building, or from any of its pipes, drains, conduits, appliances or equipment, or from any other place unless in each such instance such injury or damage has been caused by the willful misconduct or gross negligence of the Association or the Executive Board;
- B. Shall not be liable to the Unit Owners as a result of the performance of the Executive Board members' duties for any mistake of judgment, negligence or otherwise, except for the Executive Board members' own willful misconduct or gross negligence;
- C. Shall have no personal liability in contracts to a Unit Owner or any other person or entity under any agreement, check, contract, deed, lease, mortgage, instrument or transaction entered into by them on behalf of the Executive Board or the Association in the performance of the Executive Board members' duties;
- D. Shall not be liable to a Unit Owner, or such Unit Owner's tenants, employees, agents, customers or guests, for loss or damage caused by theft of or damage to personal property left by such Unit Owner or his tenants, employees, agents, customers or guests in a Unit, or in or on the common Elements or Limited Common Elements, except for the Executive Board members' own willful misconduct or gross negligence;
- E. Shall have no personal liability in tort to a Unit Owner or any other person or entity, direct or imputed, by virtue of acts performed by or for them, except for the Executive Board members' own willful misconduct or gross negligence in the performance of their duties; and
- F. Shall have no personal liability arising out of the use, misuse or condition of the Building, or which might in any way be assessed against or imputed to the Executive Board members as a result of or by virtue of their performance of their duties, except for the Executive Board members' own willful misconduct or gross negligence.

Section 10.2 INDEMNIFICATION. Each member of the Executive Board, in his or her

capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorney fees, reasonably incurred by or imposed upon him or her in connection with any proceeding in which he or she may become involved by reason of the proceeding in which he or she may become involved by reason of his or her being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he or she is an Executive Board member, officer of both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer if adjudged guilty of willful misconduct or gross negligence in the performance of his or her duties; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he or she is then an Executive Board member) approves such settlement and reimbursement as being in the best interest of the Association; and provided, further, that indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board member and/or officer had no reasonable cause to believe his or her conduct was unlawful. The indemnification by the Unit Owners et forth in this Section 10.2 shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

Section 10.3 DEFENSE OF CLAIMS. Judicial or administrative complaints brought against the Association, the Executive Board or the officers, employees or agents thereof in their respective capacities as such, or the condominium as a whole, shall be directed to the Executive Board of the Association, which shall promptly give written notice thereof to the Unit Owners and the holders of any mortgages on Units and such complaints shall be defended by the Association. The Unit Owners and the holders of mortgages on Units shall have no rights to participate in such defense other than through the Association.

ARTICLE XI Insurance

Section 11.1 POWER OF ATTORNEY. The Association is hereby irrevocably appointed as the attorney-in-fact for each Unit Owner and each holder of a mortgage or other lien upon a Unit and for each Owner of any other interest in the Property for the purpose of purchasing and maintaining insurance as set forth in Section 11.3 below including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of the releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purposes.

Section 11.2 EXECUTIVE BOARD. The Executive Board shall have the option, in its sole discretion, of naming as an insured, on behalf of the Association, an Insurance Trustee with whom the Association has entered into an Insurance Trust Agreement. The duty of the Insurance Trustee shall be to receive, hold Or otherwise properly dispose of,

in accordance with Section 3312 of the Act, proceeds of insurance designated in the Insurance Trust Agreement in trust for Unit Owners and their eligible mortgages as their interests may appear.

Section 11.3 TYPES AND AMOUNT OF INSURANCE. Commencing not later than the time of the conveyance of the first Unit to a person other than the Declarant, the Association shall, to the extent reasonably available, obtain and maintain the types and amounts of insurance set forth below. Except as otherwise provided, the premiums for all such insurance policies shall be a Common Expense.

A. Hazard Insurance. Hazard insurance, with an endorsement for extended coverage, or such other fire and casualty insurance as the Executive Board may determine provides equal or greater protection for the Unit Owners and their mortgagees, if any, in each case complying with the applicable requirements of Section 11.4 hereunder. Such hazard insurance shall, if and to the extent reasonably available, provide coverage of the Common Elements (including the Limited Common Elements), including fixtures and building service equipment and common personal property and supplies belonging to the Association, and the structures, excluding the Units, as they are defined in accordance with Section 2.3. Such hazard insurance shall insure against all risks of direct physical loss commonly insured against. If such hazard insurance becomes no longer available in the future, the Association shall obtain such comparable insurance as is then available. The amount of any such hazard insurance obtained pursuant to this section shall be equal the full insurable replacement value of the insured property, without deduction for depreciation (i.e., 100% of current "replacement cost" exclusive of land, foundation, excavation or other items normally excluded from coverage, but including all building service equipment), with an "agreed amount endorsement" or its equivalent, if available, and construction code endorsements, if available.

- (1) Such hazard insurance shall afford protection against at least the following:
 - (a) Loss or damage by fire and other perils normally covered by the standard extended coverage endorsement;
 - (b) All other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement, where such is available;
- (2) Such hazard insurance policy may, at the option of the Association, contain a "deductible provision" in an amount to be determined by the Executive Board but not to exceed \$10,000.00.

B. Comprehensive Liability Insurance. Comprehensive liability insurance policies,

complying with the requirements of Section 11.4 hereof, insuring the Unit Owners, in their capacity as Unit Owners and the Association members and any managing agent retained by the Association, against any liability to the public or to other Unit Owners, their tenants or invitees, relating in any way to the ownership, operation, maintenance and/or use of the Common Elements and any part thereof, the public ways of the project, and any other areas under the Association supervision, and commercial spaces owned by the Association whether or not leased to some third party.

- (1) Such insurance policy shall contain a "severability of interest endorsement" or equivalent coverage which precludes the insurer from denying the claim of a Unit Owner because of the negligent act of the Association or another Unit Owner.
- (2) Limits of liability shall be at least \$1,000,000.00 covering all claims for personal injury and/or property damage arising out of a single occurrence.

- C. Indemnification Insurance. Insurance to satisfy the indemnification obligations of the Association and all Unit Owners as set forth in Section 10.2 of this Declaration of the Association, if and to the extent available at the election of the Executive Board.
- D. Other Insurance. The Association may carry other insurance as it deems appropriate to protect the Association or Unit Owners.

Section 11.4 ADDITIONAL REQUIREMENTS.

- A. Insurance Premiums: A Common Expense. All premiums for the policy of insurance to be maintained by the Executive Board pursuant to Section 11.3 hereof shall be a Common Expense.
- B. Insurance of Individual Unit Owners. Each individual Unit Owner shall be responsible for obtaining additional insurance at its own expense, including, without limitation, the value of the Unit as defined in Section 2.3, the value of any personalty or any improvements which are not included as commonly insured real property and all betterments to its Unit; provided, however, that no Unit Owner shall be entitled to exercise its right to maintain insurance coverage in such a way as to decrease the amount which the Executive Board, on behalf of the Unit Owners, may realize under any insurance policy to be maintained pursuant to Section 11.3 hereof. In no event shall the aggregate amount of insurance obtained pursuant to Section 11.3 and the within Section be less than the amount of the initial principal sum of all eligible mortgages in effect from time to time.

ARTICLE XII
Assignability of Declarant's Rights

Declarant may assign any or all of its right or privilege reserved or established by this Declaration or the Condominium Act in accordance with the provisions of the Condominium Act.

ARTICLE XIII
Termination

The condominium formed pursuant to this Declaration and the By-Laws attached hereto may be terminated pursuant to Section 3220 of the Act by action of the Unit owners as follows:

- A. Unit owners may remove their property from the provisions of the Pennsylvania Uniform Condominium Act and this Declaration by an instrument to that effect, recorded and containing the signatures of ninety (90%) percent of the Unit owners provided the holders of all liens affecting any of the units consent thereto or agree in either case by recording instruments, that their liens be transferred to an undivided interest in the property, and provided that until the additional land has been added or Declarant's right to expand terminated, Declarant consents thereto in writing.
- B. Upon the removal of the property from the provisions of the Pennsylvania Uniform Condominium Act and this Declaration, the Unit owners shall have deemed to own the property as tenants in common with undivided interest in the percentage of undivided interest previously owned by each owner in the Common Elements and as long as tenancy in common continues. Each Unit owner shall have an exclusive right of occupancy of that portion of the property which formerly constituted his Unit.
- C. Upon removal of the property from the provisions of the Pennsylvania Uniform Condominium Act and this Declaration, any rights the Unit owners may have to the assets of the Association shall be in proportion to their respective undivided interest in Common Elements immediately prior to the recordation of the instrument referred to in subsection a.
- D. The removal provided for in this section shall not bar the subsequent resubmission of the property to the provisions of the Pennsylvania Uniform Condominium Act and this Declaration.

ARTICLE XIV
Rights of Dover Township

1. The Common Areas, including the Storm Water Conveyance and Management Facilities (as those Storm Water Conveyance and Management Facilities are shown on Subdivision and other Plans prepared by _____ last revised

_____, being Job No. _____ and containing ___ pages) shall be maintained in accordance with all applicable Township, Commonwealth of Pennsylvania and Federal ordinances, codes, laws, statutes and regulations and this Declaration. If the Declarant, the Association or individual Owners, as applicable, fail to maintain the Common Areas or Storm Water Conveyance and Management Facilities (individually and collectively the "Facilities") in accordance with the foregoing, Dover Township, or its authorized agent, may - but shall not have the affirmative obligation or duty to - send a Written Notice to the Declarant, the Association or individual Owners, as appropriate.

2. The Written Notice which Dover Township may send to the Declarant, the Association or an individual Owner, as the case may be, in accordance with this Section shall include:

A. A list of the deficiencies of maintenance and/or a list of the necessary repairs; and

B. A requirement that any maintenance and/or repair(s) be completed within thirty (30) days of the date of the Written Notice.

3. If any maintenance or repair(s) stated in the Written Notice is (are) not corrected or made within thirty (30) days, Dover Township, in order to preserve the Facilities and prevent creation of a public nuisance, may, through its authorized agents, servants or workers, enter any and/or portions of the Property described on Exhibit "A," including individual lots of Owners, and perform any necessary maintenance or make any necessary repair(s).

4. Maintenance performed or repairs made by Dover Township shall not constitute a taking of any nature, nor vest in the public any rights of use.

5. The cost of such maintenance and/or repair(s) shall be assessed ratably against all Owners (as that term is defined by 68 Pa. C.S.A Section 3103 or the Declaration) and shall become a Municipal Lien on all Units and Common Areas, unless such maintenance or repair is made to a portion of the Facilities which is to be maintained by an individual Owner, in accordance with the Declaration and/or aforesaid Plans, in which event the cost thereof shall be assessed against the particular Owner involved and shall become a lien only on such Owner's Unit.

6. Any costs incurred by Dover Township for performing any maintenance or making any repair(s) shall include all reasonable attorney and engineering fees, and an administrative charge of fifteen percent (15%).

7. Declarant agrees and warrants and Owners by purchase of a Unit understand and acknowledge that Dover Township and its authorized agents, servants and workers shall have neither the affirmative responsibility nor the liability for the performance of any obligations of the Declarant, the Association or the Owners with respect to the Units, the Common Areas or the Facilities. Further, the Declarant on behalf of itself, any

Association subsequently created, the Owners, or the successors, assigns, licensees, employees, agents, independent contractors and operators of the foregoing agrees to indemnify and hold harmless Dover Township, its successors, agents, servants and workers from and against any damage, liability, loss or deficiency (including attorney's fees and other costs and expenses) incident to any claim, suit, action or proceeding brought by any individual or entity based on an alleged failure of Dover Township to enforce any term, covenant, provision or condition of the Declaration. This indemnity shall be in favor of Dover Township, the Dover Township Board of Supervisors, any member thereof, and any agent, servant or worker of Dover Township.

8. If Dover Township receives notice that any claim or demand exists, has been asserted or is threatened, which would constitute a claim or demand to be indemnified by the Declarant, the Association or the Owners, Dover Township shall promptly notify the Declarant and the Association of all facts within its knowledge with respect to such claim or demand. If Dover Township fails to contest any such claim or demand within a reasonable time after receiving written notice thereof - but not later than twenty (20) days after such notice, Dover Township shall have the right to satisfy and discharge the same by suit, settlement or otherwise, and the amount of such claim or demand determined to be due by way of such suit, settlement or otherwise (including reasonable attorney's fees and other costs and expenses incident to such claim or demand) shall be immediately due and payable by the Declarant, the Association or the Owners to Dover Township upon demand.

9. Content of Notice: Contact Person. For the purpose of any notices which may be required to be sent by the Township to the Association, the DECLARANT shall provide to the Township the name, address and telephone number of the contact person for the Association. The Association may from time to time update the contact person by so notifying the Township in writing. However, the most current name, address and telephone number provided by the DECLARANT or the Association to the Township shall be presumed for purposes of these Covenants to be the then-current contact person for the Association, and delivery of such notice by the Township to that contact person shall entitle the Township to a presumption that the Association has been formally notified. Delivery shall be accomplished by mailing such notice by first class mail, postage prepaid, or other method of mailing selected by the Township, or by hand delivery by the Township to the address specified on such notice. Once notice has been delivered pursuant to this paragraph, the Association shall be precluded from raising lack of notice as a defense to any actions taken or bought by the Township against the Association or any owner, including the DECLARANT. The initial contact person is Michael E. Barshinger. Upon a change of contact person for the Association, the Association shall notify Dover Township in writing and provide the new contact information.

10. Township's Right of Use of Easements. The Township shall at all times have the right to use any and all storm sewer or other easements shown on the plans to access, maintain or repair any stormwater detention or collection facilities as set forth in Article 4, paragraph 3 of these Covenants or any other public improvements, and the

DECLARANT and the lot owners hereby authorize the Township or any representative of any local, state, or federal agency, or their designated representatives, to enter onto any such lots at any time for purposes of inspection of the stormwater detention facilities or any other public improvements, to investigate complaints, to assure compliance with the relevant portions of these Covenants, and the Code, Ordinances, rules and regulations of the Township, or of any local, state, or federal laws or regulations, or to make any necessary repairs or perform any necessary maintenance of stormwater facilities of any kind as set forth in Article 4, paragraph 3 of these Covenants or other public improvements, pursuant to this Article.

11. Amendments. No portion of Article 14 can be amended or altered without the written authorization of Dover Township.

IN WITNESS WHEREOF, the undersigned has hereunto set their hands and seals this 1st day of February, 2006.

WITNESS:

DECLARANT

By: [Signature]
Michael E. Barshinger

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF YORK:

On this, the 1st day of February, 2006, before me, Notary Public in and for said County and Commonwealth, personally appeared Michael E. Barshinger, known by me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed same for the purposes therein contained.

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

[Signature]
Notary Public
My Commission Expires:

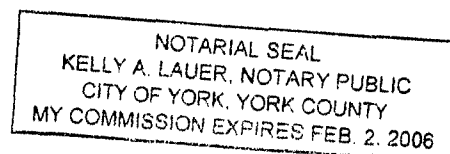


Exhibit "A"

Laurel Manor Condominium

**Description of:
LAND**

**Located in:
Dover Township, York
County, Pennsylvania**

BEGINNING at the southwest corner of land now or formerly of Orval R. and Carolyn L. Stoll; thence South forty (43) degrees eighteen (18) minutes fifty-three (53) seconds West, one thousand one hundred six and forty one-hundredths (1106.40) feet to a point; thence North fifty-nine (59) degrees ten (10) minutes ten (10) seconds West, nine hundred ninety-nine and forty-six one-hundredths (999.46) feet to a point; thence North thirty (30) degrees forty-nine (49) minutes fifty (50) seconds East, one hundred eight and ninety-four one-hundredths (108.94) feet to a point; thence North seventy (70) degrees thirty-four (34) minutes zero (00) seconds East, one hundred fifty-four and six one-hundredths (154.06) feet to a point; thence North four (04) degrees forty (40) minutes forty-three (43) seconds West, seventy-three and eighty-eight one-hundredths (73.88) feet to a point; thence from said point being along a curve to the left having a radius of one hundred seventy-five and zero one-hundredths (175.00) feet, for an arc distance of one hundred thirty-five and fifty-eight one-hundredths (135.58) feet, the chord of which is North twenty-six (26) degrees fifty-two (52) minutes twenty-two (22) seconds West, one hundred thirty-two and twenty-one one-hundredths (132.21) feet to a point; thence North forty-nine (49) degrees four (04) minutes zero (00) seconds West, one hundred forty-two and four one-hundredths (142.04) feet to a point; thence North thirty-two (32) degrees forty-six (46) minutes twenty-nine (29) seconds East, two hundred ninety and seventy-nine one-hundredths (290.79) feet to a point; thence South forty-five (45) degrees twenty-two (22) minutes thirty-nine (39) seconds East, one hundred seventy-one and sixty-seven one-hundredths (171.67) feet to a point; thence South fifty-three (53) degrees twenty-two (22) minutes eighteen (18) seconds East, three hundred fifty-three and thirty-two one-hundredths (353.32) feet to a point; thence North thirty-two (32) degrees twenty-three (23) minutes twenty-three (23) seconds East, four hundred ten and thirty-five one-hundredths (410.35) feet to a point; thence South fifty-seven (57) degrees thirty (30) minutes fifty (50) seconds East, ninety-nine and sixty-four one-hundredths (99.64) feet to a point; thence South thirty-two (32) degrees twenty-seven (27) minutes forty-one (41) seconds West, one hundred twelve and ninety-nine one-hundredths (112.99) feet to a point; thence South fifty-seven (57) degrees thirty (30) minutes zero (00) seconds East, ninety-nine and eighty one-hundredths (99.80) feet to a point; thence South thirty-two (32) degrees zero (00) minutes zero (00) seconds West, three hundred and zero one-hundredths (300.00) feet to a point; thence South fifty-five (55) degrees twenty-nine (29) minutes fifteen (15)

seconds East, three hundred and seventy-six one-hundredths (300.76) feet to a point; thence South fifty-seven (57) degrees thirty (30) minutes zero (00) seconds East, one hundred and zero one-hundredths (100.00) feet to a point; thence North thirty-two (32) degrees thirty (30) minutes zero (00) seconds East, eight hundred sixteen and ninety-three one-hundredths (816.93) feet to a point; thence South fifty-seven (57) degrees thirty (30) minutes zero (00) seconds East, one hundred twenty-three and seventy-two one-hundredths (123.72) feet to a point; thence South thirty-two (32) degrees thirty (30) minutes zero (00) seconds West, one hundred fifty and zero one-hundredths (150.00) feet to a point; thence South fifty-seven (57) degrees thirty (30) minutes zero (00) seconds East, seventy-five and zero one-hundredths (75.00) feet to a point; thence South thirty-two (32) degrees thirty (30) minutes zero (00) seconds West, one hundred forty-one and four one-hundredths (141.04) feet to a point; thence South fifty-seven (57) degrees thirty (30) minutes zero (00) seconds East, ninety-four and eight one-hundredths (94.08) feet to the place of BEGINNING. Containing 910,771 square feet or 20.91 acres.

Exhibit "B"

The property owned by Michael E. Barshinger, in Dover Township, is encumbered, as follows:

- a. Subject to any restrictions, easements, building setback lines, etc. which may be shown on Subdivision Plan Book RR, page 824 and Plan Book II, page 770.
- b. Restrictions, covenants and conditions as set forth in Record Book 64-Z, page 1010.
- c. Rights granted to Metropolitan Edison Company as set forth in Record Books 53-G, page 082 and 37-D, page 373.
- d. Subject to Easement and Right of Way Agreement as set forth in Land Record Book 1369, page 6507.
- e. Subject to Utility Easement Agreement as set forth in Land Record Book 1398, page 2867.
- f. Subject to Easement Agreement as set forth in Land Record Book 374, page 936.
- g. Subject to Right of Way as set forth in Land Record Book 1422, page 6238.
- h. Title to any portion of the premises lying within the bed of South Salem Church Road (L.R. 66143) is subject to public and private rights therein.

Exhibit "C"

Laurel Manor Condominium

**Description of:
ADDITIONAL REAL ESTATE**

**Located in:
Dover Township, York
County, Pennsylvania**

Beginning at the southwest corner of land now or formerly of William E. Staub; thence North thirty-two (32) degrees forty-six (46) minutes twenty-nine (29) seconds East one hundred fifty-four and twenty-one one-hundredths (154.21) feet to a point; thence South forty-nine (49) degrees four (04) minutes zero (00) seconds East one hundred forty-two and four one-hundredths (142.04) to a point; thence from said point along a curve to the right having a radius of one hundred seventy-five and zero one-hundredths (175.00) for an arc distance of one hundred thirty-five and fifty-eight one-hundredths (135.58), a chord distance of one hundred thirty-two and twenty-one one-hundredths (132.21) and a chord bearing of South twenty-six (26) degrees fifty-two (52) minutes twenty-two (22) seconds East to a point; thence South four (04) degrees forty (40) minutes forty-three (43) seconds East seventy-three and eighty-eight one-hundredths (73.88) to a point; thence South seventy (70) degrees zero (00) minutes zero (00) seconds West one hundred fifty-four and six one-hundredths (154.06) feet to a point; thence South thirty (30) degrees forty-nine (49) minutes fifty (50) seconds West one hundred eight and ninety-four one-hundredths (108.94) feet to a point; thence North fifty-nine (59) degrees ten (10) minutes ten (10) seconds West eight hundred eighty and fifty-seven one-hundredths (880.57) feet to a point; thence North thirty-one (31) degrees fifty-seven (57) minutes fourteen (14) seconds West ninety-four and forty-one one-hundredths (94.41) feet to a point; thence North forty-one (41) degrees twenty-five (25) minutes thirty-seven (37) seconds East three hundred twenty-three and zero one-hundredths (323.00) feet to a point; thence South forty-eight (48) degrees thirty-four (34) minutes twenty-three (23) seconds East seven hundred sixteen and twenty-seven one-hundredths (716.27) feet to the place of beginning.

Containing 302,856 square feet or 6.95 acres.

Exhibit "D" – Percentage Interests

| | |
|---------|-------|
| Unit 1 | 1.04% |
| Unit 2 | 1.04% |
| Unit 3 | 1.04% |
| Unit 4 | 1.04% |
| Unit 5 | 1.04% |
| Unit 6 | 1.04% |
| Unit 7 | 1.04% |
| Unit 8 | 1.04% |
| Unit 9 | 1.04% |
| Unit 10 | 1.04% |
| Unit 11 | 1.04% |
| Unit 12 | 1.04% |
| Unit 13 | 1.04% |
| Unit 14 | 1.04% |
| Unit 15 | 1.04% |
| Unit 16 | 1.04% |
| Unit 17 | 1.04% |
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| Unit 31 | 1.04% |
| Unit 32 | 1.04% |
| Unit 33 | 1.04% |
| Unit 34 | 1.04% |
| Unit 35 | 1.04% |
| Unit 36 | 1.04% |
| Unit 37 | 1.04% |
| Unit 38 | 1.04% |
| Unit 39 | 1.04% |
| Unit 40 | 1.04% |
| Unit 41 | 1.04% |
| Unit 78 | 10.4% |

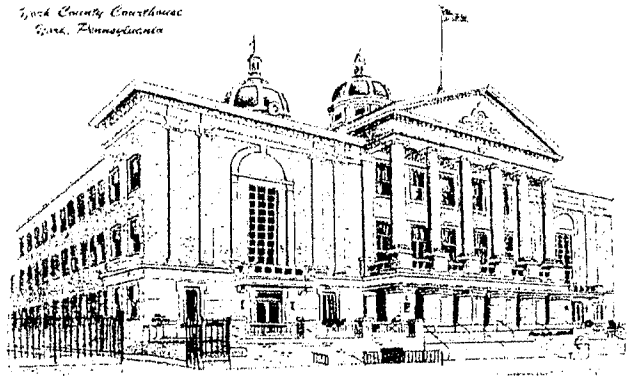
| | |
|----------|-------|
| Unit 79 | 10.4% |
| Unit 80 | 10.4% |
| Unit 81 | 10.4% |
| Unit 82 | 10.4% |
| Unit 83 | 10.4% |
| Unit 84 | 10.4% |
| Unit 85 | 10.4% |
| Unit 86 | 10.4% |
| Unit 87 | 10.4% |
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| Unit 113 | 10.4% |
| Unit 114 | 10.4% |
| Unit 115 | 10.4% |
| Unit 116 | 10.4% |
| Unit 117 | 10.4% |
| Unit 118 | 10.4% |
| Unit 119 | 10.4% |
| Unit 120 | 10.4% |
| Unit 121 | 10.4% |
| Unit 122 | 10.4% |
| Unit 123 | 10.4% |
| Unit 124 | 10.4% |

EST. HIMES, HERROLD, SCHACMANN LLP
ATTORNEYS AT LAW
129 EAST MARKET STREET
YORK, PENNSYLVANIA 17401
TELEPHONE: (717) 846-8856

| | |
|----------|-------|
| Unit 125 | 10.4% |
| Unit 126 | 10.4% |
| Unit 127 | 10.4% |
| Unit 128 | 10.4% |
| Unit 129 | 10.4% |
| Unit 130 | 10.4% |
| Unit 131 | 10.4% |
| Unit 132 | 10.4% |
| Unit 133 | 10.4% |
| Total | 100% |

Exhibit "E"

The plans and plots comprising Exhibit "E" are recorded in the Office of the Recorder of Deeds in and for York County, Pennsylvania in Land Record Book 1821, page 1082.



YORK COUNTY RECORDER OF DEEDS
100 WEST MARKET STREET
YORK, PA 17401

Randi L. Reisinger - Recorder
Gloria A. Fleming - Deputy

Instrument Number - 2006048367
Recorded On 6/28/2006 At 10:43:08 AM
* Instrument Type - DECLARATION OF CONDO
Invoice Number - 632139
* Grantor - BARSHINGER, MICHAEL E
* Grantee - LAUREL MANOR CONDOMINIUM
User - DEF
* Customer - GRIEST HIMES HERROLD SCHAUMANN LLP

Book - 1821 Starting Page - 1134
* Total Pages - 32

* **FEES**

| | |
|---------------------|---------|
| STATE WRIT TAX | \$0.50 |
| RECORDING FEES | \$67.00 |
| PIN NUMBER FEES | \$12.00 |
| COUNTY ARCHIVES FEE | \$2.00 |
| ROD ARCHIVES FEE | \$3.00 |
| TOTAL | \$84.50 |

PARCEL IDENTIFICATION NUMBER

24000JF0032A000000
24000JF0031A000000
24000JF0037A000000
24000JF00360000000
Total Parcels: 6

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

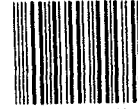


Randi L. Reisinger
Recorder of Deeds

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PLEASE DO NOT DETACH
THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

Book: 1821 Page: 1165



89821

24-000-JF-0036.00-00000

**CORRECTIVE AMENDMENT TO DECLARATION CREATING
AND ESTABLISHING LAUREL MANOR CONDOMINIUM**

420

R.E

WHEREAS, Michael E. Barshinger, with principal offices at 1150 Stewart Street, York, York County, Pennsylvania ("Declarant"), owner in fee simple of a tract of land described in a certain Declaration Creating and Establishing Laurel Manor R.E Condominium dated February 1, 2006, and recorded in the Office of the Recorder of Deeds in and for York County, Pennsylvania, in Land Record Book 1821, page 1134, (the "Declaration"), as amended, reserved unto himself, as declarant, in said Declaration, pursuant to the provisions of Article VI, the right to amend the Declaration; and

WHEREAS, the Declarant believes that it would be in the best interest of the Condominium Association (the "Association") to amend the Declaration in order to correct an error with respect to the name of the Condominium Property/Association pursuant to and in accordance with Section 3219 of the Pennsylvania Uniform Condominium Act.

NOW, THEREFORE, Declarant, pursuant to and in accordance with the provisions of the Pennsylvania Uniform Condominium Act (the "UCA"), does hereby amend the Declaration as follows:

Corrective Amendment - The Declarant does hereby modify and correct Section 1.1 "Declarant" and Section 2.6 "Unit Deeds" of the Declaration by deleting

the names of Greenleaf Manor Condominium and Manchester Township and substituting the proper names of Laurel Manor Condominium and Dover Township.

Ratification - Declarant hereby ratifies and affirms all other revisions and terms and conditions of the original Declaration creating and establishing Laurel Manor Condominium which are not inconsistent with the terms of this Amendment. In all other respects, the original Declaration Creating and Establishing Laurel Manor Condominium is hereby ratified and affirmed.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused these presents to be duly executed the 8th day of November, 2006.

Witness:

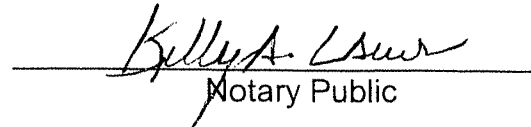


MICHAEL E. BARSHINGER

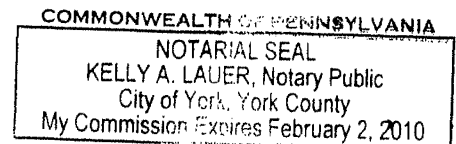
COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF YORK:

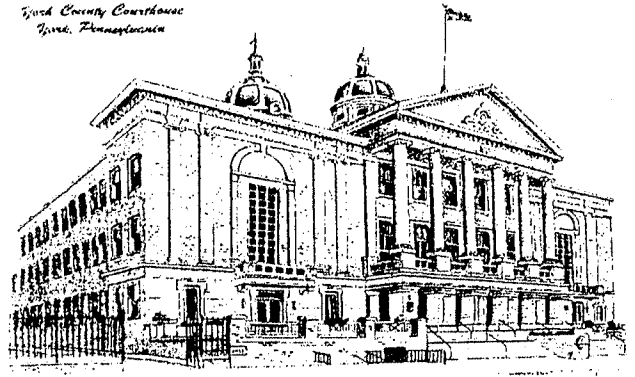
On this, the 8th day of November, 2006, before me, a Notary Public in and for said Commonwealth and County, personally appeared Michael E. Barshinger, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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



Notary Public





YORK COUNTY RECORDER OF DEEDS
28 EAST MARKET STREET
YORK, PA 17401

Randi L. Reisinger - Recorder
Gloria A. Fleming - Deputy

Instrument Number - 2006089821
Recorded On 11/13/2006 At 12:50:20 PM
* Instrument Type - AMENDMENT OF DECLARATION
Invoice Number - 662274
* Grantor - BARSHINGER, MICHAEL E
* Grantee - LAUREL MANOR CONDOMINIUM
User - LLB
* Customer - GREIST HIMES & HERROLD

Book - 1854 Starting Page - 4642
* Total Pages - 3

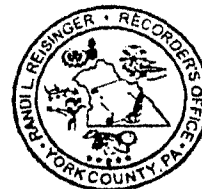
* Received By: COUNTER

* **FEEES**

| | |
|---------------------|---------|
| STATE WRIT TAX | \$0.50 |
| RECORDING FEES | \$13.00 |
| PIN NUMBER FEES | \$2.00 |
| COUNTY ARCHIVES FEE | \$2.00 |
| ROD ARCHIVES FEE | \$3.00 |
| TOTAL PAID | \$20.50 |

PARCEL IDENTIFICATION NUMBER
24000JF00360000000
Total Parcels: 1

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Randi L. Reisinger
Recorder of Deeds

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Book: 1854 Page: 4644