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DECLARATION OF CONDOMINIUM  
OF  
WILLOW CROSSING, A CONDOMINIUM

Pursuant to the provisions of the  
Pennsylvania Uniform Condominium Act,  
68 Pa. C.S. §3101 et seq.

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Date: SEPTEMBER 7, 1990

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DECLARATION OF CONDOMINIUM  
FOR  
WILLOW CROSSING, A CONDOMINIUM  
ARTICLE I  
SUBMISSION AND DEFINED TERMS

Section 1.1. Declarant; Property; County; Name.  
Willow Crossing, a joint venture consisting of Robert E. Goodling and Judy S. Goodling, husband and wife, and Peifer and Gross, Inc. (collectively, the Declarant) owners in fee simple of the real estate described in Exhibit A attached hereto located in the Township of South Middleton and the Borough of Carlisle, Cumberland County, Pennsylvania, hereby submit the real estate, including all easements, rights and appurtenances thereunto belonging 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. 3101 et seq. (the "Act"), and hereby creates with respect to the Property a flexible condominium, to be known as "Willow Crossing, a Condominium" (the "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, rights and licenses:

1.2.1. Subject to restrictions set forth in Cumberland County Deed Book P, Volume 13, Page 512.

1.2.2. Subject to conditions as set forth in Cumberland County Plan Book 29, Page 56 and Plan Book 29, Page 54 and Plan Book 60, Page 10.

1.2.3. Right-of-way to United Telephone Company of Pennsylvania as set forth in Misc. Book 205, Page 114; Misc. Book 221, Page 562; Misc. Book 229, Page 27; Misc. Book 221, Page 289; and Misc. Book 224, page 560.

1.2.4. Right-of-way to Pennsylvania Power and Light Co., as set forth in Misc. Book 205, Page 979; Misc. Book 223, Page 190; and Misc. Book 227, Page 91.

1.2.5. Subject to easement and right of way granted to Carlisle Borough Sewer Authority as set forth in Misc. Book 271, Page 543.

1.2.6. Subject to rights of South Middleton Township Municipal Authority as set forth in Misc. Book 331, Page 277.

Section 1.3. Defined Terms.

1.3.1. Capitalized terms not otherwise defined herein or in the Plats and Plans shall have the meanings specified or used in the Act.

1.3.2. The following terms when used herein shall have the meanings set forth below:

(a) "Annual Assessment" means a Unit's individual share of the anticipated Common Expenses for each fiscal year as reflected in the budget adopted by the Executive Board for such year.

(b) "Association" means the Unit Owners' Association of the Condominium and shall be known as "Willow Crossing Condominium Association."

(c) "Building(s)" means any or all of the building(s) now or hereafter included in the Property.

(d) "Bylaws" means the document having that name and providing for the governance of the Association, pursuant to Section 3306 of the Act, as such document may be amended from time to time.

(e) "Condominium" means the Condominium described in Section 1.1 above.

(f) "Condominium Documents" include the Declaration, Plats and Plans, bylaws and Rules and Regulations.

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

(h) "Declarant" means the Declarant described in Section 1.1 above and all successors to any Special Declarant Rights.

(i) "Declaration" means this document, as the same may be amended from time to time.

(j) "Eligible Insurer" means an insurer or guarantor of a first Security Interest in a Unit which has notified the Association in writing of its name and



address and that it has insured or guaranteed a first Security Interest in a Unit. Such notice shall be deemed to include a request that the Eligible Insurer be given the notices and other rights described in Article XI.

(k) "Eligible Mortgagee" means the holder of a first Security interest in a Unit which has notified the Association, in writing, of its name and address, and that it holds a first Security Interest in a Unit, and the Unit number and address of the Unit on which it has a security interest. Such notice shall be deemed to include a request that the Eligible Mortgagee be given the notices and other rights described in Article XI.

(l) "Executive Board" means the Executive Board of the Association.

(m) "Limited Common Elements" means those parts of the Property either described in the Act as being Limited Common Elements or described herein or in the Plats and Plans as being Limited Common Elements.

(n) "Notice and Comment" means the right of a Unit Owner to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to comment thereon. the procedures for Notice and Comment are set forth in Section 20.1 of this Declaration.

(o) "Notice and Hearing" means the right of a Unit Owner to receive notice of an action proposed to be taken by the Association, and the right to be heard thereon. The procedures for Notice and Hearing are set forth in Section 20.2 of this Declaration.

(p) "Party Wall" means a wall located at the perimeter of a Unit, which is a common wall shared with an adjacent Unit.

(q) "Percentage Interest" appurtenant to a Unit means the undivided interest in the Common Elements appurtenant to such Unit, as set forth in Exhibit B hereto and as calculated pursuant to the formula set forth in Section 2.1 herein.

(r) "Perimeter Wall" shall mean any wall adjacent to either the exterior of the Building or any Common Element or Limited Common Element.

(s) "Plats and Plans" means the Plats and Plans attached hereto as Exhibit C and made a part hereof, as the same may be amended from time to time.

(t) "Property" means the Property described in Section 1.1 above.

(u) "Rules and Regulations" means such rules and regulations as are promulgated by the Executive Board from time to time, with respect to various details of the use of all or any portion of the Property, either supplementing or elaborating upon the provisions in the Declaration or the Bylaws.

(v) "Security Interest" means an interest in real property or personal property, created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by a mortgage, land sales contract, and any other consensual lien or title retention contract intended as security for an obligation.

(w) "Special Assessment" means a Unit's individual share of any assessment made by the Executive board in addition to the Annual Assessment.

(x) "Unit" means a Unit as described herein and in the Plats and Plans.

(y) "Withdrawable Real Estate" means the Real Estate described in Exhibit D attached hereto, so long as the Declarant's rights to withdraw such Real Estate from the Condominium continue to exist.

## ARTICLE II

### ALLOCATION OF PERCENTAGE INTEREST, VOTES AND COMMON EXPENSE LIABILITIES; UNIT IDENTIFICATION AND BOUNDARIES

Section 2.1. Percentage Interests, Votes and Common Expense Liabilities. Attached as Exhibit B hereto is a list of all Unites by their Identifying Numbers and the Percentage Interest appurtenant to each Unit, determined on the basis that all Units shall be assigned a factor of 1.0. The Percentage Interest shall automatically change upon conversion of Convertible Real Estate as set forth in Article XVI below. The Percentage Interest shall determine the number of votes in the Association and the share of Common Expense Liability appurtenant to each Unit.

Section 2.2. Unit Boundaries.

(a) The title lines or boundaries of each Unit are situated as shown on the Plats and Plans and each Unit consists of the space within the following boundaries:

(1) Upper and Lower (Horizontal) Boundaries: The upper and lower boundaries of the Unit shall be the following boundaries extended to intersections with the vertical boundaries:

(A) Upper Boundary: The horizontal planes of the upper surface of the plasterboard ceiling of the top floor of the Unit.

(B) Lower Boundary: The horizontal plane of the top surface of the unfinished concrete floor slab.

(2) 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 Unit-side surface of the Perimeter Walls and Party Walls which enclose the Unit.

(a) Each Unit consists of all portions of the Building within the aforesaid title lines, except the air space displaced by: (i) structural members and bearing columns within or passing through such Unit which are deemed to be Common Elements; and (ii) other Common Elements within such Unit, including, without limitation, chutes, flues, ducts, wires, conduits and pipe runs which serve more than one Unit. With respect to such chutes, flues, ducts, wires, conduits and pipe runs, the provisions of Section 3202(2) of the Act shall apply. There is included within a Unit (by way of illustration and not limitation):

(1) The air space enclosed within such title lines.

(2) All non-bearing partitions which are wholly contained within such title lines, including (but not limited to) all doors, door frames, hardware, electrical outlets and wiring, telephone outlets and conduits, and other equipment and devices in such portions serving only such Unit.

(3) All plumbing fixtures located within such title lines and serving and affecting only such Unit, and their water and waste connections.

(4) All items of kitchen equipment located within such title lines and serving only such Unit, and such equipment's water, waste and electrical connections.

(5) Exhaust fans and the grilles, registers, ventilation ducts and related fixtures which serve only such Unit, whether or not any of the foregoing is located in any portion of the Common Elements.

(6) Lighting devices (including, by way of illustration and not limitation, lamps and bulbs which are surface mounted on, recessed in, or suspended from, ceilings, walls and partitions within or on the perimeter of such Unit) serving only such Unit whether or not such lighting devices are themselves located entirely within the title lines of such Unit.

(7) Outlets, wires, cables, conduits, circuits and related equipment transmitting electricity for lighting and power or transmitting electrical impulses and signals (including, but not limited to, impulses and signals for telephone and television transmission, except to the extent otherwise specifically provided herein; which serve only such Unit and which are located entirely within the title lines of such Unit.

(8) Surface-mounted and recessed cabinets (including, by way of illustration and not limitation, all associated lighting fixtures and accessories).

(9) Refrigerators, ovens, ranges, dishwashers, garbage disposal units, hot water heaters, heating and air conditioning systems and components, washers and dryers, and any other appliances and the portions of their water, waste, electrical and exhaust connections located within such title lines and serving only such Unit.

(10) Floor coverings installed on the Unit-side surface of the floor.

## ARTICLE III

### MAINTENANCE, REPAIR AND REPLACEMENT RESPONSIBILITIES

Section 3.1. Common Elements. The Association shall maintain, repair and replace all of the Common Elements, except the portions of the Limited Common Elements which are required by this Declaration or the Bylaws to be maintained, repaired or replaced by the Unit Owners.

Section 3.2. Units. Each Unit Owner shall maintain, repair and replace, at his or her own expense, all portions of his or her Unit, except the portions thereof to be maintained, repaired or replaced by the Association.

Section 3.3. Limited Common Elements. Notwithstanding the provisions of Section 3.1 and Section 3.2, each Unit Owner shall be responsible for removing all snow, leaves and debris from all patios and porches which are Limited Common Elements appurtenant to his or her Unit. If any such Limited Common Element is appurtenant to two or more Units, the owners of those Units will be jointly responsible for such removal.

Furthermore, each Unit Owner shall be responsible for the maintenance, upkeep and repair of those Limited Common Elements described in Section 6.1(c) of this Declaration and in Column V of Exhibit A of the Bylaws.

Section 3.4. Access. Any person authorized by the Executive Board shall have the right of access to all portions of the Property for the purpose of correcting any condition of performing installations, alterations or repairs, and for the purpose of reading, repairing, replacing utility meters and requests for entry are made in advance and that any such entry is at a time reasonably convenient to the affected Unit Owner. In case of an emergency, no such request or notice is required and such right of entry shall be immediate, whether or not the Unit Owner is present at the time.

Section 3.5. Repairs Resulting From Negligence. Each Unit Owner shall reimburse the Association for any damages to any other Unit or to the Common Elements caused intentionally, negligently or by his or her failure to properly maintain, repair or make replacements to his other Unit or to Limited Common Elements which are the responsibility of such unit Owner. The Association shall be responsible for damage to Units caused intentionally, negligently or by its failure to maintain, repair or make replacements to the Common Elements.

#### ARTICLE IV

##### COMBINING AND SUBDIVIDING UNITS

Section 4.1. Combining and Subdividing Units. No Unit may be subdivided or combined with any other Unit.

#### ARTICLE V

##### ADDITIONS, ALTERATIONS AND IMPROVEMENTS

Section 5.1. Additions, Alterations and Improvements by Unit Owners.

(a) A Unit Owner:

(i) May make any improvements or alterations to the interior of his or her Unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Condominium;

(ii) May not change the appearance of the Common Elements, or the exterior appearance of a Unit or any other portion of the Condominium, without permission of the Executive Board;

(iii) After acquiring an adjoining Unit, may remove or alter any intervening partition or create apertures therein, even if the partition in whole or in part is a Common Element, if those acts do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Condominium. Removal of partitions or creation of apertures under this Subdivision is not an alteration of boundaries.

(b) A Unit Owner may submit a written request to the Executive Board for approval to do anything that he or she is forbidden to do under Subsection 5.1(a)(ii). The Executive Board shall answer any written request for such approval, after Notice and Hearing, within sixty (60) days after the request thereof. Failure to do so within such time shall not constitute a consent by the Executive Board to the proposed action. The Executive Board shall review requests in accordance with the provisions of the Condominium Documents.

(c) Any applications to any department or to any governmental authority for a permit to make any addition, alteration or improvement in or to any Unit shall be the responsibility of and executed by the Unit Owner. Such execution will not, under any circumstances, create any

liability on the part of the Association or any of its members to any contractor, subcontractor or materialman on account of such addition, alteration or improvement or to any person having any claim for injury to person or damage to property arising therefrom.

(d) All additions, alterations and improvements to the Units and Common Elements shall not, except pursuant to prior approval by the Executive Board, cause any increase in the premium of any insurance policies carried by the Association or by the owners of any Units other than those affected by such change.

The provisions of this Section shall not apply to the Declarant in the exercise of any Special Declarant Right.

Section 5.2. Additions, Alterations and Improvements by Executive Board. Subject to the limitations of Section 10.5 and 10.6 of this Declaration, the Executive Board may make any additions, alterations or improvements to the Common Elements which, in its judgment, it deems necessary.

## ARTICLE VI

### LIMITED COMMON ELEMENTS

Section 6.1. Description of Limited Common Elements. Those portions of the Limited Common Elements serving only the Unit adjacent to such Limited Common Element, are Limited Common Elements allocated only to the Unit or Units which they serve. Without limiting the generality of Section 1.3.2(m) designated as Limited Common Elements:

(a) Balconies, patios and porches, if any, adjacent to Units; and

(b) Any space heating, water heating and air conditioning apparatus or other mechanical system located outside of a Unit and serving one Unit exclusively; and

(c) Those portions of sidewalks as shown and identified on the Plats and Plans.

(d) Any other areas shown and identified as such on the Plats and Plans.

Section 6.2. Sidewalks. Sidewalks, driveways and other paved surfaces adjacent to each Unit are designated as Limited Common Elements. Owners of such adjacent Units shall be responsible for care and maintenance, including

snow removal of such surfaces. The Executive Board shall have the right to promulgate Rules and Regulations regarding their use, maintenance, upkeep and repair.

## ARTICLE VII

### EASEMENTS

Section 7.1. Additional Easements. In addition to and in supplementation of the easements provided for by Sections 3216, 3217 and 3218 of the Act, the following easements are hereby created:

#### 7.1.1. Declarant's Use for Sales Purposes.

Declarant shall have the right to maintain sales offices, management offices and models throughout the Property and to maintain one or more advertising signs on the Common Elements pursuant to Section 3217 of the Act. Declarant reserves the right to place models, management offices and sales offices on any portion of the Common Elements or in a Unit in such a manner, or such size and in such locations as Declarant deems appropriate. Declarant may from time to time relocate models, management offices and sales offices to different locations within the Property. Upon the relocation of a model, management office or sales office constituting a Common Element, Declarant may remove all personal property and fixtures therefrom. Any fixtures not so removed shall be deemed Common Elements, and any real or personal property not so removed shall be deemed the property of the Association.

7.1.2. 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 authorities for such utility and service lines, ducts and equipment as may be necessary or desirable to serve any portion of the Property. The easements created in this Section 7.1.2 shall include, without limitation, rights or 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 (cable or otherwise), electric wires, conduits and equipment and ducts and vents over, under through, along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this Section 7.1.2, 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 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.

7.1.3. 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 7.1.3 expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, or to take any other action reasonably necessary to achieve this purpose, following which the Declarant shall restore the affected property as closely to its original condition as practicable.

7.1.4. Association's Easement to Inspect and Maintain Units and Limited Common Elements. The Units and the Limited Common Elements are hereby made subject to an easement in favor of the Association and its agents, employees and independent contractors, (i) for inspection of the Units and Limited Common Elements in order to verify the performance by Unit Owners of all items of maintenance and repair for which they are responsible, and to perform such items of maintenance and repair on behalf of a nonperforming Unit Owner as the Association shall elect to perform in its discretion; (ii) for Elements or the Limited common Elements situated on or accessible from such Units or Limited Common Elements, or both; (iii) Limited Common Elements, or both, or causalities to the Common Elements, the Limited Common Elements and/or the Units; and (iv) for any of the purposes set forth in Section 7.1.7 hereof, it being understood and agreed that the Association and its agents, employees and independent contractors shall take reasonable steps to minimize any interference with a Unit Owner's use of his Unit resulting from the Association's exercise of any rights it may have pursuant to this Article.

7.1.5. Easements in Favor of Units Benefitted.

The Common Elements (including, but not limited to, the Limited Common Elements) shall be and are hereby made subject to the following easements in favor of the Units benefitted:

(a) For the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, heating and air conditioning systems, electrical, telephone and other communication wiring and cables and all other utility lines and conduits which are a part of or

exclusively serve a single Unit and which pass across or through a portion of the Common Elements; provided that such installation, repair, maintenance, use, removal and/or replacement does not unreasonably interfere with the common use of any part of the Common Elements or impair or structurally weaken the Building or adversely affect the use of any Unit by its Owner.

(b) For the installation, repair, maintenance, use, removal and/or replacement of overhead lighting fixtures, electrical receptacles and the like which are located in a portion of the ceiling, wall or floor adjacent to a Unit which is a part of the Common Elements; provided that the installation, repair, maintenance, use, removal or replacement of such fixtures, receptacles, and the like does not unreasonably interfere with the common use of any part of the Common Elements or impair or structurally weaken the Building, or adversely affect the use of any unit by its Owner.

(c) For driving and removing nails, screws, bolts and the like into the Unit-side surface of walls, ceilings and floors which are part of the Common Elements; provided that such action does not unreasonably interfere with the common use of any part of the Common Elements or impair or structurally weaken the Building or adversely affect the use of any Unit by its Owner.

(d) For the maintenance of the encroachment of any lighting devices, outlets, cabinets, exhaust fans, ventilation ducts, registers, grilles and similar fixtures which serve only one Unit but which encroach into any part of any Common Element or Limited Common Element on the date this Declaration is recorded.

7.1.6. Easement for Structural Support. To the extent necessary, each Unit shall have an easement for structural support over every other Unit in the Building, the Common Elements and the 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 the Limited Common Elements.

7.1.7. Easement for Decorating, Cleaning and Maintaining Certain Surfaces. Wherever in this Declaration and the Plats and Plans a title line of a Unit is described as being the Unit-side surface of a designated portion of

the Property, it is intended thereby, and it is hereby declared, that if and to the extent necessary the Owner of such Unit shall have an easement for the purpose of decorating such surfaces and affixing thereto and removing therefrom paint, wallpaper, other decorative material, pictures, mirrors, wall systems and decorative articles, and (with respect to all such portions of the Property) cleaning and maintaining such surfaces, all at the cost and expense of the Owner of such Unit. Thus, by way of illustration and not limitation, the Owner of a Unit has an easement to paint the Unit-side surface of doors and window sills. It is understood and agreed that the Association, acting by its Executive Board on behalf of all Unit Owners, acting by its Executive Board on behalf of all Unit Owners, shall, at all times while this Declaration is in effect, retain the right and duty to maintain, repair and/or replace the portions of the Property of which said surfaces are attached, notwithstanding the fact that such maintenance, cleaning, repair or replacement may temporarily adversely affect the Unit Owner's aforesaid easement and right to use the Unit-side surface of such portion of the Property.

7.1.8. Declarant's Easement for Development of Convertible and Withdrawable Real Estate. Declarant reserves an easement on, over and under those portions 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 the Convertible and Withdrawable Real Estate. This easement shall include without limitation, the right of vehicular and pedestrian ingress and 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 the erection and maintenance of directional and promotional signs.

## ARTICLE VIII

### USE RESTRICTIONS

Section 8.1. Use and Occupancy of Units, Limited Common Elements and Common Elements. The occupancy and use of the Units and Common Elements shall be subject to the following restrictions:

- (a) The Units in the Condominium (with the exception of any Units during the time period when they are being used by the Declarant as a sample, model or sales office) are restricted to residen-

tial use and may not be used for any other purposes by the Unit Owner. Notwithstanding the foregoing, Units may also be used for accessory uses which are customarily incidental to the foregoing use, including a professional office; provided that any such use conforms with the applicable zoning regulations of South Middleton Township, as the same may be amended from time to time, and further provided that the prior written approval, of the Executive Board is obtained. No Unit Owner may permit his Unit to be used or occupied for any prohibited or unlawful purpose.

(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 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

Section 9.1. Leases. A Unit Owner may lease or sublease his Unit (but not less than his entire Unit) at any time and from time to time provided that:

(a) a Unit may not be leased or rented for a term of less than one hundred eight (180) days;

(b) all leases and rental agreements shall be in writing and subject to the requirements of the Condominium Documents and the Association;

(c) a copy of such lease or rental agreement shall be furnished to the Executive Board within ten (10) days after execution thereof.

Section 9.2. Exceptions. Notwithstanding the foregoing, the provisions of this Article shall not apply to Units leased or subleased by the Declarant, or by an Eligible Mortgagee which is either in possession or is a purchaser at judicial sale.

ARTICLE X

ASSESSMENT AND COLLECTION OF COMMON EXPENSES

Section 10.1. Definition of Common Expenses. Common Expenses shall include:

(a) Expenses of administration, maintenance, and repair or replacement of the Common Elements;

(b) Expenses declared to be Common Expenses by the Condominium Documents or the Act; and

(c) Expenses agreed upon as Common Expenses by the Association; and

(d) Such reserves as may be established by the Association, whether held in trust or by the Association, for repair, replacement or addition to the Common Elements or any other real or personal property acquired or held by the Association.

Section 10.2. Apportionment of Common Expenses. Except as provided in Section 10.3, all Common Expenses shall be assessed against all Units in accordance with their percentage interest as shown on Exhibit B of this Declaration.

Section 10.3. Common Expenses Attributable to Fewer than all Units.

(a) Any Common Expense for services provided by the Association to an individual Unit at the request of the Unit Owner shall be assessed against the Unit which benefits from such service.

(b) Any insurance premium increase attributable to a particular Unit by virtue of activities in or construction of the Unit shall be assessed against that Unit.

(c) Assessments to pay a judgment against the Association may be made only against the Units in the Condominium at the time the judgment was rendered, in proportion to their Common Expense liabilities.

(d) If any Common Expense is caused by the misconduct of a Unit Owner, the Association may, after Notice and Hearing, assess that expense exclusively against his or her Unit.

(e) Fees, including attorneys' fees, late charges, fines and interest charged against a Unit Owner pursuant to the Condominium Documents and the Act are enforceable as Common Expense assessments.

Section 10.4. Lien.

(a) The Association has a statutory lien on a Unit for any assessment levied against that Unit or fines imposed against its Unit Owner from the time the assessment or fine becomes delinquent. Fees, including attorneys' fees, late charges, fines and interest charged pursuant to the act and the Condominium Documents are enforceable as assessments under this Section. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.

(b) Any lien for delinquent Common Expense assessments or other charges that the Association has on a Unit will be subordinate to a first mortgage on the Unit, if the mortgage was recorded before the delinquent assessment was due.

(c) Recording of this Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessment under this Section is required.

(d) A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within three (3) years after the assessment becomes payable; provided, that if an Owner of a Unit subject to a lien under this Section files a petition for relief under the United States Bankruptcy code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.

(e) This Section does not prohibit actions to recover sums for which Subsection (a) of this Section creates a lien or prohibit the Association from taking a deed in lieu of foreclosure.

(f) A judgment or decree in any action brought under this Section shall include costs and reasonable attorney's fees for the prevailing party.

(g) The Association's lien may be foreclosed in like manner as a mortgage on real property.

(h) If a holder of a first or second Security Interest in a Unit forecloses that Security Interest, the purchaser at the foreclosure sale is not liable for any unpaid assessments against that Unit which became due before the sale, other than the assessments which are prior to that Security Interest in accordance with the provisions of the Act. Any unpaid assessments not satisfied from the proceeds of sale become Common Expenses collectible from all the Unit Owners, including the purchaser.

(i) Any fees, including attorneys' fees, late charges, fines and interest which may be levied by the Executive Board pursuant to Sections 3302(a)(10), (11) and (12) of the Act, shall be subordinate to the lien of a Security Interest on a Unit.

Section 10.5. Budget Adoption. Immediately after adoption of any proposed budget for the Condominium, the Executive Board shall provide a copy or summary of the budget to all the Unit Owners. Unless a majority of all Unit Owners vote to reject the budget or any capital expenditure approved by the Executive Board, within thirty (30) days after the approval, the budget is ratified. In the event the proposed budget is rejected, the periodic budget last ratified by the Unit Owners shall be continued until such time as a subsequent budget is adopted by the Executive Board, and such subsequent budget is not rejected in accordance with this Section and Section 3303(b) of the Act.

Section 10.6. Adoption of Non-Budgeted Common Expense Assessments. If the Executive Board votes to levy a Common Expense assessment not included in the current budget, other than one enumerated in Section 10.3 of this Declaration, in an amount greater than fifteen (15%) percent of the current annual operating budget, the Executive Board shall immediately submit a copy or summary of such Common Expenses to the Unit Owners and such Common Expenses shall be subject to rejection in the same manner as a budget under Section 10.5.

Section 10.7. Certificate of Payment of Common expense Assessments. The Association on written request shall furnish to a Unit Owner a statement in recordable form setting forth the amount of unpaid assessments against the Unit. The statement shall be furnished within ten business days after receipt of the request and is binding on the Association, the Executive Board and every Unit Owner.

Section 10.8. Monthly Payment of Common Expenses. All Common Expenses assessed under Sections 10.2 and 10.3 shall be due and payable monthly, unless the Executive Board provides otherwise in the case of assessments under Section 10.3.

Section 10.9. Acceleration of Common Expense Assessments. In the event of default for a period of ten (10) days by any Unit Owner in the payment of any Common Expense assessment levied against his or her Unit, the Executive Board shall have the right, after Notice and Hearing, to declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable.

Section 10.10. Commencement of Common Expense Assessments. Common Expense assessments shall begin on the first day of the month in which conveyance of the first Unit to a Unit Owner other than the Declarant occurs.

Section 10.11. Personal Liability of Unit Owners. The Owner of a Unit at the time a Common Expense assessment or portion thereof is due and payable is personally liable for the assessment. Personal liability for the assessment shall not pass to a successor in title to the Unit unless he or she agrees to assume the obligation.

Section 10.12. No Waiver of Liability for Common Expenses. No Unit Owner may exempt himself or herself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit against which the assessments are made.

Section 10.13. Confessions of Judgment. IN ORDER TO EXPEDITE THE EXECUTE BOARD'S COLLECTION OF ANY DELINQUENT ASSESSMENT, EACH UNIT OWNER (BY THE ACCEPTANCE OF THE DEED TO HIS UNIT) SHALL BE DEEMED TO HAVE APPOINTED ANY ONE OR MORE EXECUTE BOARD MEMBERS THE ATTORNEY-IN-FACT FOR SUCH UNIT OWNER TO CONFESS JUDGMENT AGAINST SUCH UNIT OWNER IN ANY SUCH COURT OF COMPETENT JURISDICTION IN PENNSYLVANIA, FOR ANY SUCH UNPAID IRREVOCABLE: AND FOR SO DOING A COPY OF THIS SECTION 10.13 AND SAID DEED, BOTH VERIFIED BY AFFIDAVIT, SHALL BE A SUFFICIENT WARRANT. THE AUTHORITY GRANTED HEREIN TO CONFESS JUDGMENT SHALL NOT BE EXHAUSTED BY ANY EXERCISE THEREOF BUT SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL THIS DECLARATION SHALL BE TERMINATED.

Section 10.14. Working Capital Fund. Upon the initial transfer of title from the Declarant to the purchaser of each Unit, the Association shall collect from such



purchasers an amount equal to a minimum of one (1) month estimated Common Expense liability, which monies shall be used by the Association as working capital, or for operations, contingencies or monies by the Association upon the subsequent conveyance of his Unit or otherwise.

## ARTICLE XI

### MORTGAGEE PROTECTIONS

Section 11.1. Introduction. This Article establishes certain standards and covenants which are for the benefit of the holders, insurers and guarantors of certain Security Interests. This Article is supplemental to, and not in substitution for, any other provisions of the Condominium Documents, but in the case of conflict, this Article shall control.

Section 11.2. Percentage of Eligible Mortgagees. Wherever in this Declaration the approval or consent of a specified percentage of Eligible Mortgagees is required, it shall mean the approval or consent of Eligible Mortgagees holding Security Interests in Units which in the aggregate have allocated to them such specified percentage of votes in the Association as compared to the total allocated to all Units then subject to Security Interests held by Eligible Mortgagees.

Section 11.3. Notice of Actions. The Association shall give prompt written notice to each Eligible Mortgagee and Eligible Insurer of:

- (a) Any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit in which there is a first Security Interest held, insured, or guaranteed by such Eligible Mortgagee or Eligible Insurer, as applicable;
- (b) Any delinquency in the payment of Common Expense assessments owed by a Unit Owner whose Unit is subject to a first Security Interest held, insured, or guaranteed, by such Eligible Mortgagee or Eligible Insurer, as applicable, which remains uncured for a period of sixty (60) days;
- (c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond required by the provisions of the Condominium Documents to be maintained by the Association;

(d) Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified in Section 11.4 of this Declaration; and

(e) Any judgment rendered against the Association.

Section 11.4. Consent and Notice Required.

(a) Document Changes. Notwithstanding any lower requirement permitted by this Declaration or the Act, no amendment of any material provision of the Condominium Documents by the Association or Unit Owners described in this Subsection 11.4(a) may be effective without notice to all Eligible Mortgagees and Eligible Insurers, and as required by Section 11.3 above, and the vote of at least sixty-seven percent (67%) of the Unit Owners (or any greater Unit Owner vote required in this Declaration or the Act) and until approved by at least fifty-one percent (51%) of the Eligible Mortgagees (or any greater Eligible Mortgagee approval required by this Declaration). The foregoing approval requirements do not apply to amendments affected pursuant to Article XVI, Article XVII, or Section 18.8 of this Declaration. A change to any of the following would be considered material:

(i) Voting rights;

(ii) Assessments, assessment liens or priority of assessment liens;

(iii) Reserves for maintenance, repair and replacement of Common Elements;

(iv) Responsibility for maintenance and repairs;

(v) Reallocation of interests in the Common Elements or Limited Common Elements except that when Limited Common Elements are reallocated by agreement between Unit Owners, only those Unit Owners and only the Eligible Mortgagees holding Security Interests in such Units need approve such action;

(vi) Redefinitions of boundaries of Units, except that when boundaries of only adjoining Units are involved, or a Unit is being subdivided, then only those Unit Owners and the Eligible Mortgagees holding Security Interest in such Unit or Units need approve such action;

(vii) Convertibility of Units into Common Elements or Common Elements into Units;

(viii) Insurance or fidelity bonds;

(ix) Leasing of Units;

(x) Imposition of any restrictions on a Unit Owner's right to sell or transfer his Unit;

(xi) A decision by the Association to establish self-management when professional management had been required previously by the Condominium Documents or any Eligible Mortgagee;

(xii) Restoration or repair of the Condominium after a hazard damage or partial condemnation in a manner other than that specified in the Condominium Documents;

(xiii) Termination of the Condominium after occurrence of substantial destruction or condemnation; and

(xiv) Any provision that expressly benefits mortgage holders, insurers or guarantors.

(b) Actions. Notwithstanding any lower requirement permitted by this Declaration or the Act, the Association may not take any of the following actions other than rights reserved to the Declarant pursuant to Article XVI and Article XVII and as set forth in Section 18.8 of this Declaration, without notice to all Eligible Mortgagees, and Eligible Insurers as required by Section 11.3 above, and approval of at least 51% (or the indicated percentage, if higher) of the Eligible Mortgagees:

(i) The conveyance or encumbrance of the Common Elements or any portion thereof, as to which an 80% Eligible Mortgagee approval is required. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements for the benefit of the Condominium will not be deemed a transfer within the meaning of this clause;

(ii) The termination of the Condominium for reasons other than substantial destruction or condemnation, as to which sixty-seven percent (67%) of the votes of Eligible Mortgagees is required;

(iii) The alteration of any partition or creation of any aperture between adjoining Units (when Unit boundaries are not otherwise being affected), in which case only the owners of Units affected and Eligible Mortgagees of those Units need approve the action;

(iv) The establishment of self-management when professional management had been required previously by an Eligible Mortgagee;

(v) The restoration or repair of the Property after hazard damage or a partial condemnation in a manner other than that specified in the Condominium Documents;

(vi) The merger of this Condominium with any other condominium;

(vii) The granting of any easements, leases, licenses and concessions through or over the Common Elements excluding, however, any utility easements serving or to serve the Condominium and excluding any leases, licenses or concessions for no more than one year;

(viii) The assignment of the future income of the Association, including its right to receive Common Expense assessments; and

(ix) Any action taken not to repair or replace the Property.

(c) Monthly Payment of Common Expenses. The Association may not change the period for collection of regularly budgeted Common Expense assessments to other than monthly without the consent of all Eligible Mortgagees.

(d) Implied Approval. The failure of an Eligible Mortgagee or Insurer to respond within thirty (30) days to any written request of the Association delivered by certified or registered mail, return receipt requested, for approval of an addition or amendment to the Condominium Documents wherever Eligible Mortgagee or Insurer approval is required, shall constitute an implied approval of the addition or amendments.

Section 11.5. Special Declarant Rights. No special Declarant Rights may be exercised or voluntarily abandoned or terminated by the Declarant unless all persons holding Security Interests in the Special Declarant Rights consent to the exercise, abandonment, or termination.

Section 11.6. Inspection of Books. The Association must maintain current copies of the Declaration, Bylaws, Rules and Regulations, books and records and financial statements. The association shall permit any Eligible Mortgagee or Eligible Insurer or other first mortgagee of Units, to inspect the books and records of the Association during normal business hours.

Section 11.7 Financial Statements. The Association shall provide any Eligible Mortgagee or Eligible Insurer who submits a written request, with a copy of the annual financial statement within ninety (90) days following the end of each fiscal year of the Association. Such financial statement shall be audited by an independent certified public accountant if:

(a) the Condominium contains fifty or more Units, in which case the cost of the audit shall be a Common Expense; or

(b) any Eligible Mortgagee or Eligible Insurer requests it, in which case the Eligible Mortgagee or Eligible Insurer shall bear the cost of the audit.

Section 11.8. Enforcement. The provisions of this Article are for the benefit of Eligible Insurers and their successors, and may be enforced by any of them by any available means, at law, or in equity.

Section 11.9. Attendance at Meetings. Any representative of an Eligible Mortgagee or Eligible Insurer may attend and address any meeting which a Unit Owner may attend.

Section 11.10. Appointment of Trustee. In the event of damage or destruction to the Property or condemnation of all or a portion of the Condominium, any Eligible Mortgagee may require that such proceeds be payable to a Trustee established pursuant to Section 15.5. of this Declaration. Such Trustee may be required to be a corporate trustee licensed by the Commonwealth of Pennsylvania. Proceeds will thereafter be distributed pursuant to Article XV or pursuant to a condemnation award. Unless otherwise required, the members of the Executive Board, acting by majority vote through the president, may act as Trustee.

## ARTICLE XII

### DECLARANT'S RIGHTS

#### Section 12.1. Control.

(a) Until the one hundred eightieth (180th) day after conveyance of seventy-five percent (75%) of the Units to Unit Owners other than Declarant, Declarant shall have the right to appoint and remove any and all officers and members of the Executive Board, except that Declarant may not unilaterally remove any members of the Executive Board elected by Unit Owners other than Declarant.

(b) Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units to Unit Owners other than Declarant, one (1) of the three (3) members of the Executive Board shall be elected by Unit Owners other than Declarant.

(c) Not later than the earlier of (i) seven (7) years after the date of the recording of this Declaration, or (ii) one hundred eighty (180) days after seventy-five percent (75%) of the Units which may be constructed upon the Property have been 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 three (3) member Executive Board.

(d) Following the transfer of control of the Executive Board by the Declarant to the Unit Owners pursuant to Section 12.1(c) above, the Unit Owners shall have the right to increase (or decrease) from time to time the number of members comprising the Executive Board.

## ARTICLE XIII

### LIMITATION OF LIABILITY

Section 13.1. Limited Liability of the Executive Board Members of the Association. To the fullest extent permitted by Pennsylvania law, in effect and as modified from time to time, an Executive Board Member of the Association shall not be personally liable for monetary damages for any action taken or any failure to take any action.

Section 13.2. Indemnification of Executive Board Members and Officers of the Association.

(a) Third Party Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that the person is or was an Executive Board member or officer of the Association, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement, actually and reasonably incurred by the person in connection with such threatened, pending or completed action, suit or proceeding.

(b) Derivative Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that the person is or was an Executive Board member or officer of the Association, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement, actually and reasonably incurred by the person in connection with such threatened, pending or completed action or suit by or in the right of the Association.

(c) Procedure for Effecting Indemnification. Indemnification under Subparagraphs (a) and (b) shall be automatic and shall not require any determination that indemnification is proper, except that no indemnification shall be made in any case where the act or failure to act giving rise to the claim for indemnification is determined by a court to have constituted willful misconduct or recklessness.

(d) The Association shall advance expenses incurred by an Executive Board member or officer of the Association who is entitled to be indemnified pursuant to the provisions of this Section 13.2 in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined by a court of competent jurisdiction that such person is not entitled to be indemnified by the Association.

(e) The Association may, at the discretion of, and to the extent and for such persons as determined by the Executive Board of the Association, (i) indemnify any person who neither is nor was an Executive Board member or officer of the Association but who is or was a party or is

threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (and whether brought by or in the right of the Association), by reason of the fact that the person is or was a representative of the Association, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement, actually and reasonably incurred by the person in connection with such threatened, pending or completed action, suit or proceeding and (ii) pay such expenses in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined by a court of competent jurisdiction that such person is not entitled to be indemnified by the Association.

Section 13.3. Indemnification Insurance. The Executive Board may obtain insurance to satisfy the indemnification obligations set forth in Section 13.2 above, if and to the extent available.

#### ARTICLE XIV

#### INSURANCE

Section 14.1. Coverage. To the extent reasonably available, the Executive Board shall obtain and maintain insurance coverage as set forth in Section 14.2 and 14.3 of this Article and in accordance with the provisions of Section 3312 of the Act. If such insurance is not reasonably available, and the Executive Board determines that any insurance described herein will not be maintained, the Executive Board shall cause notice of that fact to be hand-delivered or set prepaid by United States mail to all Unit Owners and Eligible Mortgagees at their respective last known addresses.

#### Section 14.2. Property Insurance.

##### (a) Property insurance covering:

(i) The project facilities (which term means all buildings on the Property, including the Units and all fixtures, equipment and any improvements and betterments whether part of a Unit or a Common Element, and such personal property of Unit Owners as is normally insured under building coverage), but excluding land, excavations, portions of foundations below the undersurfaces of the lowest basement floors, underground pilings, piers, pipes, flues and drains and other items normally excluded from property policies; and



(ii) All personal property owned by the Association.

(b) Amounts. The project facilities shall be insured for an amount equal to one hundred percent (100%) of their replacement cost at the time the insurance is purchased and at each renewal date. Personal property owned by the Association for an amount equal to its actual cash value.

The Executive Board is authorized to obtain appraisals periodically for the purpose of establishing said replacement cost of the project facilities and the actual cash value of the personal property, and the cost of such appraisals shall be a Common Expense.

(c) Risks Insured Against. The insurance shall afford protection against "all risks" of direct physical loss commonly insured against.

(d) Other Provisions. Insurance policies required by this Section shall provide that:

(i) The insurer waives its right to subrogation under the policy against any Unit Owner or member of his or her household;

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

(iii) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

(iv) Loss shall be adjusted with the Association.

(v) Insurance proceeds shall be paid to any insurance trustee designated in the policy for that purpose, and, in the absence of such designation, to the Association, in either case to be held in trust for each Unit Owner and such Unit Owner's mortgagee.

(vi) The insurer may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit

Owner and each holder of a Security Interest to whom certificate or memorandum of insurance has been issued at their respective last known address.

(vii) The name of the insured shall be substantially as follows: "Willow Crossing Condominium Association" for the use and benefit of the individual owners.

Section 14.3. Liability Insurance. Liability insurance, including medical payments insurance, in an amount determined by the Executive Board but in no event less than \$1,000,000.00, covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements.

(a) Other Provisions. Insurance policies carried pursuant to this Section shall provide that:

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

(ii) The insurer waives its rights to subrogation under the policy against any Unit Owner or member of his or her household.

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

(iv) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

(v) The insurer may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit

Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.

Section 14.4. Fidelity Bonds. A blanket fidelity bond for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The bond shall name the Association as obligee and shall cover the maximum funds that will be in the custody of the Association or the manager at any time while the bond is in force, and in no event less than the sum of three months' assessments plus reserve funds. The bond include a provision that calls for thirty (30) days' written notice to the Association, to each holder of a Security Interest in a Unit and to each servicer that services a FNMA-owned or FELMC-owned mortgage on a Unit before the bond can be canceled or substantially modified for any reason; except that if cancellation is for nonpayment of premiums, only ten (10) days' notice shall be required.

Section 14.5. Unit Owner Policies. An insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for his or her own benefit.

Section 14.6. Workmen's Compensation Insurance. The Executive Board shall obtain and maintain Workmen's Compensation Insurance to meet the requirements of the laws of the Commonwealth of Pennsylvania.

Section 14.7. Directors' and Officers' Liability Insurance. The Executive Board shall obtain and maintain directors' and officers' liability insurance, if available, covering all of the Executive Board members and officers of the Association in such limits as the Executive Board may, from time to time, determine.

Section 14.8. Other Insurance. The Association may carry other insurance which the Executive Board considers appropriate to protect the Association or the Unit Owners.

Section 14.9. Premiums. Insurance premiums shall be a Common Expense.

ARTICLE XV

DAMAGE TO OR DESTRUCTION OF PROPERTY

Section 15.1. Duty to Restore. Any portion of the Property for which insurance is required under Section 3312 of the Act or for which insurance carried by the Association is in effect, whichever is more extensive, shall be repaired or replaced promptly by the Association unless:

- (a) The Condominium is terminated;
- (b) Repair or replacement would be illegal under any state or local statute or ordinance governing health or safety;
- (c) Eighty percent (80%) of the Unit Owners, including every owner of a Unit or assigned Limited Common Element that will not be rebuilt, vote not to rebuild.

Section 15.2. Cost. The cost of repair or replacement in excess of insurance proceeds shall be a Common Expense.

Section 15.3. Plans. The Property must be repaired and restored in accordance with either the original plans and specifications or other plans and specifications which have been approved by the Executive Board, a majority of Unit Owners and fifty-one percent (51%) of Eligible Mortgagees.

Section 15.4 Replacement of Less Than Entire Property

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

(b) Except to the extent that other persons will be distributees,

(i) The insurance proceeds attributable to Units and Limited Common Elements that are not rebuilt shall be distributed to the owners of those Units and the owners of the Units to which those Limited Common Elements were allocated, or to lien holders, as their interest may appear; and

(ii) The remainder of the proceeds shall be distributed to all the Unit Owners or lien holders, as their interest may appear, in proportion to the Common Expense liabilities of all the Unit.

(c) If the Unit Owners vote not to rebuild any Unit, that Units' Percentage Interest is automatically reallocated on the same basis as if the Unit has been condemned under Section 3107 of the Act, and the Association shall promptly prepare, execute and record an amendment to this Declaration reflecting the reallocations.

Section 15.5. Insurance Proceeds. The insurance trustee, or if there is no insurance trustee, then the Association, shall hold any insurance proceeds in trust for the Association, Unit Owners and lien holders as their interest may appear. Subject to the provisions of Subsection 15.1(a) through Subsection 15.1(c), the proceeds shall be disbursed first for the repair or restoration of the damaged Property, and the Association, Unit Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Property has been completely repaired or restored, or the Condominium is terminated.

Section 15.6. Certificates by the Executive Board. A trustee, if any, may rely on the following certifications in writing made by the Executive Board:

(a) Whether or not damaged or destroyed Property is to be repaired or restored;

(b) The amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

Section 15.7. Certificates by Attorneys. If payments are to be made to Unit Owners or mortgagees, the Executive Board, and the trustee, if any, shall obtain and may rely on an attorney's certificate of title or a title insurance certificate based on a search of the land records of Cumberland County from the date of the recording of the original Declaration stating the names of the Unit Owners and the mortgagees.

## ARTICLE XVI

### CONVERTIBLE REAL ESTATE

Section 16.1. Reservation. Declarant hereby explicitly reserves an option, until the seventh (7th) anniversary of the recording of this Declaration, to convert all or any portion of the Convertible Real Estate to Units, Limited 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 holder of insurer of any Security Interest in any Unit. This option to convert may be terminated prior to such anniversary only upon the filing of an amendment to this Declaration by the Declarant. Declarant expressly reserves the right to convert any or all portions of the Convertible Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be converted, added or withdrawn; provided, however, that the Convertible Real Estate shall not exceed the area(s) described as such on Exhibit D hereto. There are no other limitations on this option to convert Convertible Real Estate.

Section 16.2. Assurances. If the Convertible Real Estate is converted, the Building(s) on the Convertible Real Estate will be located approximately as shown on the Land Development Plan for Willow Crossing recorded in Plan Book 60, Page 10, as the same may be amended or modified by Declarant from time to time in accordance with South Middleton Township and other governmental requirements. An additional building not shown on the Land Development Plan may be built on Ridge Street and will consist of not greater than eight (8) Units. At such time as the Convertible Real Estate is completely converted, the maximum number of Units in the Convertible Real Estate as an aggregate will be no more than sixty-four (64) Units. All Units that may be created within the Convertible Real Estate are restricted to residential use to the same extent as all other Units. Any Buildings to be constructed within the Convertible Real Estate and Units therein shall be consistent in quality of construction, materials and architectural style with the Buildings and Units on other portions of the Property. All restrictions in this Declaration affecting use, occupancy and alienation of Units and Limited Common Elements shall apply to Units and Limited Common Elements created within the Convertible Real Estate. No assurances are made as to any other improvements and Limited Common Elements to be made as to any other improvements and Limited Common Elements to be made or created in the Convertible Real Estate, nor the proportion of Limited Common Elements to

Units therein. The reallocation of Percentage Interest in the Convertible Real Estate and the Property shall be computed as required by Section 2.1 above.

## ARTICLE XVII

### WITHDRAWABLE REAL ESTATE

Section 17.1 Reservation. Declarant hereby explicitly reserves an option, until the seventh (7th) anniversary of the recording of this Declaration, to withdraw all or any portion of the Withdrawable Real Estate in compliance with Section 3212 of the Act, without the consent of any Unit Owner or holder or insurer of any Security Interest in any Unit. This option to withdraw may be terminated prior to such anniversary only upon the filing of an amendment to this Declaration by the Declarant. Declarant expressly reserves the right to withdraw any or all portions of with Withdrawable Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be converted, added or withdrawn; provided, however, that the Withdrawable Real Estate shall not exceed the area(s) described as such on Exhibit D hereto. There are no other limitations on this option to withdraw Withdrawable Real Estate.

## ARTICLE XVIII

### AMENDMENTS TO DECLARATION

Section 18.1. Amendment Generally. Except in cases of amendments that may be executed by the Declarant in the exercise of its Special Declarant Rights, including those rights described in Article XVI and Article XVII of this Declaration, or by the Association pursuant to Section 18.8 below, or as otherwise permitted by the Act or other provisions of this Declaration, and except as limited by Section 15.4 and Article XI of this Declaration, or by certain provisions of the Act, this Declaration, including the plats and Plans, may be amended only by vote or agreement of Unit Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

Section 18.2. Limitation of Challenges. No action to challenge the validity of an amendment adopted by the Association pursuant to this Article may be brought more than one year after the amendment is recorded.

Section 18.3. Recordation of Amendments. Every amendment to this Declaration shall be recorded in the county in which the Property is located and is effective only on recording. An amendment shall be indexed in the name of the Condominium in both the grantor and grantee index.

Section 18.4. When Unanimous Consent Required. Except to the extent expressly permitted or required by other provisions of the Act and this Declaration, no amendment may create or increase Special Declarant Rights, increase the number of Units, change the boundaries of any Unit, the Percentage Interest of any Unit, or the uses to which any Unit is restricted, in the absence of unanimous consent of the Unit Owners.

Section 18.5. Execution of Amendments. Amendments to this Declaration required by the Act to be recorded by the Association, which have been adopted in accordance with this Declaration and the Act, shall be prepared, executed, recorded and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

Section 18.6. Special Declarant Rights. Provisions in this Declaration or in the Act creating Special Declarant Rights may not be amended without the consent of the Declarant.

Section 18.7. Consent of Holders of Security Interests. Amendments are subject to the consent requirements of Article XI.

Section 18.8. Corrective Amendments. If any amendment is necessary in the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provision of this Declaration that is defective, or with the Act, or if such amendment is necessary to conform to the requirements of the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with respect to condominium projects, then at any time and from time to time the Executive Board may effect an appropriate corrective amendment without the approval of the Unit Owners or the holders of any liens on all or any part of the Property, upon receipt by the Executive Board of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this sentence.



## ARTICLE XIX

### AMENDMENTS TO BYLAWS

Section 19.1. Amendments to Bylaws. The Bylaws may be amended only by vote of two-thirds (2/3) of the members of the Executive Board, following Notice and Comment to all Unit Owners, at any meeting duly called for such purpose.

## ARTICLE XX

### RIGHTS TO NOTICE AND COMMENT; NOTICE AND HEARING

Section 20.1. Right to Notice and Comment. Before the Executive Board amends the Bylaws or the Rules and Regulations, whenever the Condominium Documents require that an action be taken after "Notice and Comment," and at any other time the Executive Board determines, the Unit Owners have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action shall be given to each Unit Owner in writing and shall be delivered personally or by mail to all Unit Owners at such address as appears in the records of the Association, or published in a newsletter or similar publication which is routinely circulated to all Unit Owners. The notice shall be given not less than five (5) days before the proposed action is to be taken. The right to Notice and Comment does not entitle a Unit Owner to be heard at a formally constituted meeting.

Section 20.2. Right to Notice and Hearing. Whenever the Condominium Documents require that an action be taken after "Notice and Hearing," the following procedure shall be observed: The party proposing to take the action (e.g., the Executive Board, a committee, an officer, the manager, etc.) shall give written notice of the proposed action to all Unit Owners or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. AT the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the meeting to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.

Section 20.3. Appeals. Any Person having a right to Notice and Hearing shall have the right to appeal to the Executive Board from a decision of persons other than the Executive Board by filing a written notice of appeal with the Executive Board within ten (10) days after being notified of the decision. The Executive Board shall conduct a hearing within thirty (30) days, giving the same notice and observing the same procedures as were required for the original meeting.

#### ARTICLE XXI

##### INTERPRETATION

Section 21.1. Interpretation. The provisions of this Declaration shall be liberally construed in order to effectuate Declarant's desire to create a uniform plan for development and operation of a condominium project. The headings preceding the various paragraphs of this Declaration and the Table of Contents are intended solely for the convenience of readers of this Declaration.

#### ARTICLE XXII

##### SEVERABILITY

Section 22.1. Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof unless such deletion shall destroy the uniform plan for development and operation of the condominium project which this Declaration is intended to create.

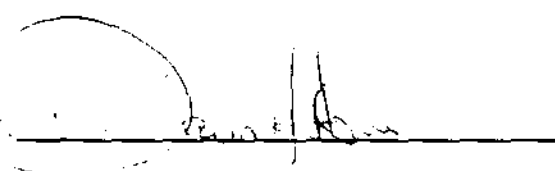
ARTICLE XXIII

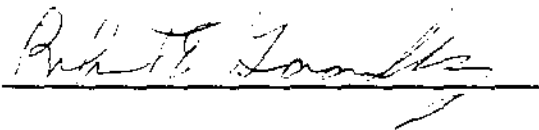
EFFECTIVE DATE

Section 23.1. Effective Date. This Declaration shall become effective when it and the Plats and Plans have been recorded.

IN WITNESS WHEREOF, Declarant, intending to be legally bound hereby has duly executed this Declaration, as of this 7th day of SEPTEMBER, 1990.


WITNESS:


  
\_\_\_\_\_

  
\_\_\_\_\_

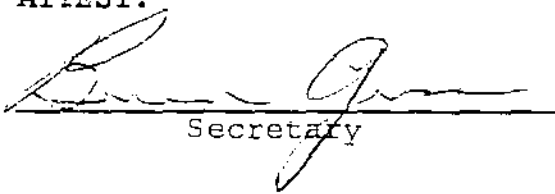
DECLARANT:

Willow Crossing, a joint venture consisting of Robert E. Goodling, Judy S. Goodling, and Peifer and Gross, Inc.

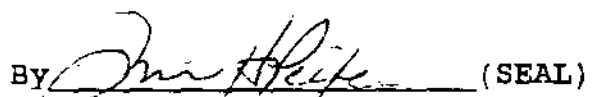
 (SEAL)  
Robert E. Goodling

 (SEAL)  
Judy S. Goodling

ATTEST:

  
Secretary

PEIFER AND GROSS, INC.

By  (SEAL)  
President

COMMONWEALTH OF PENNSYLVANIA:

: SS:

COUNTY OF CUMBERLAND :

On this, the 7th day of September, 1990, before me the undersigned officer, a Notary Public, personally appeared Robert E. Goodling and Judy S. Goodling, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

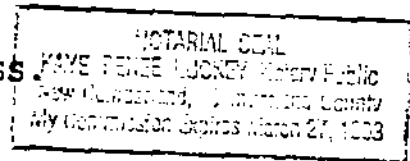
IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

*Lawrence R. Luckey*  
Notary Public

COMMONWEALTH OF PENNSYLVANIA :

: SS:

COUNTY OF CUMBERLAND :



On this the 7th day of September, 1990, before me the undersigned Officer, a Notary Public, personally appeared Irvin H. Peifer, who acknowledged himself to be the President of Peifer and Gross, Inc., 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 notarial seal.

*Lawrence R. Luckey*  
Notary Public

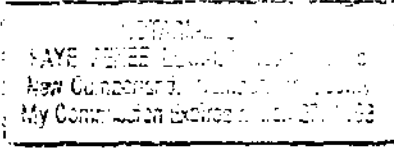


EXHIBIT "A"

LEGAL DESCRIPTION OF THE REAL ESTATE

ALL THAT CERTAIN lot or tract of land situate partly in the Township of South Middletown, and partly in the Borough of Carlisle, Cumberland County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point which is South 22 degrees 04 minutes 10 seconds West, a distance of four and seventy-nine hundredths (4.79) feet and South 67 degrees 55 minutes 50 seconds East a distance of one and fifty-one hundredths (1.51) feet from a point at the northwest corner of land now or formerly of Romberger; thence along other land of Regent Construction Co. the following courses and distances: (1) North 67 degrees 55 minutes 50 seconds West a distance of one hundred twenty-seven and five hundredths (127.05) feet to a point; (2) North 22 degrees 04 minutes 10 seconds East a distance of one hundred two and no hundredths (102.00) feet to a point; (3) South 67 degrees 55 minutes 50 seconds East a distance of four and no hundredths (4.00) feet to a point; (4) North 22 degrees 04 minutes 10 seconds East a distance of one hundred thirty-one and seventy-eight hundredths (131.78) feet to a point at East Willow Street (a fifty (50) foot right-of-way); thence along East Willow Street South 68 degrees 36 minutes 00 seconds East a distance of one hundred twenty-three and six hundredths (123.06) feet to a point at other lands of Regent Construction Co.; thence along other lands of Regent Construction Co. South 22 degrees 04 minutes 10 seconds West a distance two hundred thirty-five and twenty-one hundredths (235.21) feet to a point the place of BEGINNING.

BEING a part of the premises which Regent Construction Co., formerly known as Skiro, Inc., by deed dated February 13, 1989 and recorded in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania in Deed Book U, Vol. 33, Page 966, granted and conveyed unto Robert E. Goodling and Judy S. Goodling, his wife.

CONTAINING 0.67 acres.

EXHIBIT "A"

EXHIBIT "B"

PERCENTAGE INTEREST IN COMMON ELEMENTS  
AND VOTES APPURTENANT TO UNITS

<u>Unit Identifying Number</u>	<u>Percentage Interest (%)</u>	<u>Number of Votes</u>
9	12.5	1
10	12.5	1
11	12.5	1
12	12.5	1
13	12.5	1
14	12.5	1
15	12.5	1
16	12.5	1
GRAND TOTALS	<u>100.0000%</u> =====	8 =

EXHIBIT B

EXHIBIT "C"

PLATS AND PLANS

The Plats and Plans for Willow Crossing, A Condominium, consisting of four (4) pages, have been filed in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania, concurrently with the filing of this Declaration, and said Plats and Plans are hereby incorporated herein and made an integral part hereof by this reference thereto.

EXHIBIT C

EXHIBIT "D"

LEGAL DESCRIPTION OF THE  
CONVERTIBLE AND WITHDRAWABLE REAL ESTATE

ALL THAT CERTAIN lot of land situate in South Middleton Township and the Borough of Carlisle, Cumberland County, and Commonwealth of Pennsylvania, more particularly bounded and described as follows, to wit:

TRACT NO. 1

ALL THAT CERTAIN tract of ground and improvements thereon situate partly in the Borough of Carlisle and and partly in the Township of South Middleton, Cumberland County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point in the center of South Spring Garden Drive and corner of land of Cullings and a proposed street known as Walnut Street Extended; thence South 20 degrees 54 minutes West a distance of 60.00 feet along the center of South Spring Garden Drive to a point in the center of said Drive and corner of lands of Leonard; thence North 69 degrees 06 minutes West a distance of 136.65 feet along lands of Leonard to a stake at corner of lands of Leonard at the edge of Walnut Street Extended; thence South 20 degrees 54 minutes West a distance of 325.69 feet along lands of Leonard, Bloser Beer, Greenway, Lehman and Stone to a stake and corner of lands of Harnish; thence North 69 degrees 13 minutes West a distance of 110.30 feet along lands of Harnish to a stake; thence South 20 degrees 47 minutes West a distance of 100.15 feet still along lands of Harnish to a stake at the edge of a proposed street known as Baltimore Street Extended; thence South 69 degrees 13 minutes East a distance of 250.14 feet along the proposed street being known as Baltimore Street Extended to a pin in the center of South Spring Garden Drive; thence South 19 degrees 34 minutes West a distance of 60.22 feet along the center line of South Spring Garden Drive to a pin in the center of said Drive and edge of said proposed street to be known as Baltimore Street Extended; thence North 69 degrees 00 minutes West a distance of 141.68 feet along the edge of said proposed street to be known as Baltimore Street Extended to a stake and corner of lands of Hock; thence South 20 degrees 58 minutes West a distance of 300.31 feet along lands of Hock, Stephenson, and Rowe to a stake at corner of lands of Rowe and a proposed street to be known as Willow Street Extended; thence South 68 degrees 36 minutes East a distance of 143.31 feet along proposed street to be known as Willow Street Extended to a pin in the center of South Spring Garden Drive; thence South 21 degrees 17 minutes West a distance of 57.32 feet along the center of said South Spring Garden Drive to a pin in the center of said Drive; thence North 68 degrees 41 minutes West a distance of 140.00 feet along said proposed street to be known as Willow Street Extended to a stake and corner of lands now or formerly of Skiro, Inc.; thence South 2 degrees 19 minutes West a distance of 517.0 feet along lands now or late of Skiro, Inc. and lands of Priscilla A. Romberger and lands of Griffan to a stake at the edge of a proposed street to be known as Ridge Street Extended; thence South 68 degrees 41 minutes 29 seconds East a distance of 143.81 feet



along said proposed street to be known as Ridge Street Extended to a pin in the center of said South Spring Garden Drive; thence South 21 degrees 17 minutes West a distance of 60.00 feet along the center of said South Spring Garden Drive to a pin at corner of lands of Stump; thence North 68 degrees 43 minutes West a distance of 250.05 feet along lands of Stump to a stake and corner of the proposed street to be known as Ridge Street Extended; thence South 21 degrees 17 minutes West a distance of 301.15 feet along lands of Stump, Meyer and Bloser to a stake and corner of lands of Howard Wise; thence North 68 degrees 52 minutes 41 seconds West a distance of 398.74 feet along lands of Howard Wise to a point in the Letort Spring; thence North 6 degrees 02 minutes East a distance of 389.86 feet through the bed of the said Letort Spring to a point in the bed of said spring; thence North 55 degrees 34 minutes East a distance of 102.64 feet along the bed of the said Letort Spring to a point in the bed of said spring; thence North 2 degrees 55 minutes West a distance of 115.90 feet along the bed of said spring to a point in the bed of said spring; thence North 30 degrees 24 minutes East a distance of 142.88 feet along the bed of said spring to a point in the bed of said spring; thence North 4 degrees 8 minutes East a distance of 37.30 feet along the bed of said spring to a point in the bed of said spring; thence North 43 degrees 30 minutes East a distance of 367.36 feet along the bed of said spring to a point in the bed of said spring; thence North 19 degrees 55 minutes East a distance of 131.96 feet along the bed of said spring to a point in the bed of said spring; thence North 44 degrees 38 minutes 45 seconds East a distance of 787.71 feet along land of the Reading Company to a stake; thence South 69 degrees 15 minutes 54 seconds East a distance of 127.33 feet along land of Salvatore Benelli to a stake and corner of lands of Gastrock; thence South 20 degrees 54 minutes West 215.11 feet along lands of Gastrock, Stringfellow and Cullings to a stake; thence South 69 degrees 06 minutes East a distance of 136.65 feet along lands of Cullings and the edge of the proposed street to be known as Walnut Street Extended to a pin in the center of said South Spring Garden Drive and place of BEGINNING.

Said description being in accordance with survey of Gerritt Betz dated May 30, 1972.

BEING the same premises which Priscilla A. Romberger, widow, individually and as Executrix of the Estate of Eugene W. Romberger, deceased, by her deed dated December 20, 1972, and recorded in the Recorder of Deeds Office in and for the County of Cumberland in Deed Book Y, Volume 24, Page 314, granted and conveyed unto Skiro, Inc. The said Skiro, Inc. merged into Regent Construction Co. on February 27, 1976. See certificate of merger recorded in Cumberland County Miscellaneous Book 220, Page 447.

EXCEPTING therefrom lots 1 through 14, lots 1A through 14A, and lot 23 as shown on a Subdivision Plan of Section No. 1 of Willow Crossing for Skiro, Inc. dated November 20, 1972, and recorded in Cumberland County Plan Book 25, Page 90.

AND FURTHER EXCEPTING therefrom lots 15 through 21, lots 15A through 21A, and lot 22, as shown on a Subdivision Plan of Section No. 2 of Willow Crossing from Skiro, Inc. dated January 24, 1973, and recorded in Cumberland County Plan Book 26, Page 85.

TRACT NO. 2

ALL THOSE CERTAIN two lots of ground and improvements thereon situate in South Middleton Township, Cumberland County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a pin in the center of South Spring Garden Drive and corner of a proposed street to be known as Willow Street Extended; thence South 21 degrees 19 minutes West a distance of 232.40 feet along the center of South Spring Garden Drive to a pin in the center of said South Spring Garden Drive and corner of lands of Priscilla A. Romberger; thence North 68 degrees 41 minutes West a distance of 140.00 feet along lands of Priscilla A. Romberger to a stake and corner of land of Priscilla A. Romberger and land now or late of Skiro, Inc.; thence North 21 degrees 19 minutes East a distance of 232.40 feet along land now or late of Skiro, Inc. to a stake at a proposed street to be known as Willow Street Extended; thence South 68 degrees 41 minutes East a distance of 140.00 feet along the proposed street to be known as Willow Street Extended to a pin in the center of South Spring Garden Drive and place of BEGINNING.

BEING the two lots as shown on the plan of Skiro, Inc. Said plan having been prepared by Gerrit Betz dated May 30, 1972.

BEING the same premises which Priscilla A. Romberger, widow, by her deed dated December 20, 1972, and recorded in the Recorder of Deeds Office in and for the County of Cumberland in Deed Book Y, Volume 24, Page 317, granted and conveyed unto Skiro, Inc. The said Skiro, Inc. merged into Regent Construction Co. on February 27, 1976. See certificate of merger recorded in Cumberland County Miscellaneous Book 220, Page 447.

AND FURTHER EXCEPTING from Tract No. 1 and Tract No. 2:

ALL THAT CERTAIN lot or tract of land situate partly in the Township of South Middletown, and partly in the Borough of Carlisle, Cumberland County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point which is South 22 degrees 04 minutes 10 seconds West, a distance of four and seventy-nine hundredths (4.79) feet and South 67 degrees 55 minutes 50 seconds East a distance of one and fifty-one hundredths (1.51) feet from a point at the northwest corner of land now or formerly of Romberger; thence along other land of Regent Construction Co. the following courses and distances: (1) North 67 degrees 55 minutes 50 seconds West a distance of one hundred twenty-seven and five hundredths (127.05) feet to a point; (2) North 22 degrees 04 minutes 10 seconds East a distance of one hundred two and no hundredths (102.00) feet to a point; (3) South 67 degrees 55 minutes 50 seconds East a distance of four and no hundredths (4.00) feet to a point; (4) North 22 degrees 04 minutes 10 seconds East a distance of one hundred thirty-one and seventy-eight hundredths (131.78) feet to a point at East Willow Street (a fifty (50) foot right-of-way); thence along East Willow Street South 68 degrees 36 minutes 00 seconds East a distance of one hundred twenty-three and six hundredths (123.06) feet to a point at other lands of Regent Construction Co.; thence along other lands of Regent Construction Co. South 22 degrees 04 minutes 10 seconds West a distance two hundred thirty-five and twenty-one hundredths (235.21) feet to a point the place of BEGINNING.

BEING a part of the premises which Regent Construction Co., formerly known as Skiro, Inc., by deed dated February 13, 1989 and recorded in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania in Deed Book U, Vol. 33, Page 966, granted and conveyed unto Robert E. Goodling and Judy S. Goodling, his wife.

CONTAINING 0.67 acres.

EXHIBIT "D"

Attention to the Recorder of Deeds:

After recordation of this document, please return to  
David Hean Stone, Esq., Stone & Stone, P.O. Box E, New  
Cumberland, PA 17070.

COMMONWEALTH OF PENNSYLVANIA:

: SS:

COUNTY OF CUMBERLAND

:

RECORDED in the Office of the Recording of Deeds, Etc.,  
in and for said County, in \_\_\_\_\_ Book \_\_\_\_\_, Page \_\_\_\_\_.

WITNESS my hand and official seal this \_\_\_\_\_ day of

\_\_\_\_\_, 1990.

\_\_\_\_\_  
Recorder of Deeds

# WILLOW CROSSING PHASE II, A CONDOMINIUM Units 1-8, 36-43, 55-62, 63-70

## BUILDING LOCATIONS BEARINGS AND DISTANCES (FOR PLAN VIEW SEE SHEET 2 OF 10)

EXISTING BUILDING	BUILDING A	BUILDING B	BUILDING C	BUILDING D
1 S 22°04'10" W 235.21'	1 N 02°55'00" W 29.46'	2 S 20°36'05" W 40.09'	3 N 68°24'39" W 202.80'	
2 N 67°55'50" W 127.05'	4 N 69°04'43" W 71.66'	5 N 69°07'03" W 62.87'	6 N 08°02'00" E 91.59'	
3 N 22°04'10" E 102.00'	7 N 20°54'34" E 29.33'	8 N 30°24'00" E 134.26'	9 N 20°36'05" E 100.06'	10 N 55°34'00" E 87.05'
4 S 67°55'50" E 4.00'	11 N 69°04'43" W 75.22'	12 S 69°47'03" E 207.45'	13 N 68°58'54" W 60.09'	14 S 69°38'30" E 187.57'
5 N 22°04'10" E 131.78'				
6 S 68°36'00" E 123.06'				

NOTE ALL DISTANCES ARE TO CORNER OF BUILDINGS

AREA = 0.67 ACS

## CONVERTIBLE AND WITHDRAWABLE REAL ESTATE BEARINGS AND DISTANCES (FOR PLAN VIEW SEE SHEET 2 OF 10)

AREA A	AREA B
17 S 66°39'42" E 105.00'	21 N 68°52'41" W 148.50'
18 S 23°20'18" W 277.92'	22 N 21°07'19" E 103.67'
19 S 69°00'00" E 160.48'	23 N 65°33'00" W 81.86'
20 S 21°00'00" W 105.11'	24 N 24°27'00" E 173.67'
	25 S 65°33'00" E 96.00'

AREA = 1.32 ACS

AREA = 0.74 ACS

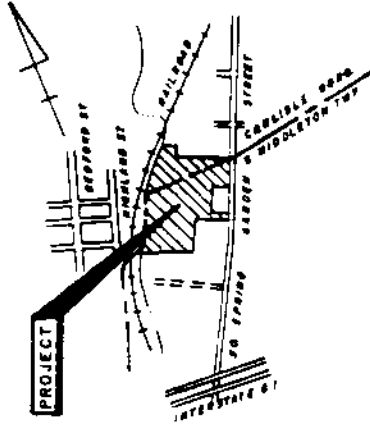
### PLAN NOTES (Cont'd)

Utilities taken from plan for Willow Crossing Phase II prepared by Act I Engineering, dated April 10, 1989, and revised May 29, 1989, and July 21, 1989, and recorded in Plan Book 60 Page 10.

I hereby certify that the architectural and mechanical components of the building shown herein as existing are substantially completed in accordance with these plans for Units 1-8, 36-43, 55-62 & 63-70.

I hereby certify that this plan accurately depicts the conditions, existing as of October 10, 1990, and that the requirements of Section 3210 of the Uniform Condominium Act are met.

REVISED OCT 10, 1990  
REVISED OCT 5, 1990



LOCATION MAP  
(NO SCALE)

### PLAN NOTES

Denotes Title Line  
(Vert and Horiz)

Unit Title Lines have been partially and schematically described on sheets.  
The partial description shall not constitute a complete and universally applicable standard. Refer to the declaration for the condominium entitled, unit common element, for complete location of the title lines for individual title.  
All dimensions shown are plus or minus 4".  
Boundary dimensions taken from survey and plan for Willow Crossing prepared by Louis J. Harford, R.S., dated August 31, 1990.  
For original plan signatures see plan in Plan Book 60 Page 10, Plan Book 29 Page 54 and Plan Book 29 Page 56.  
For Willow Crossing Phase II, Units 9 thru 16, see plan in Plan Book 61 Page 62.  
Building "A" was originally constructed on Tract No 2 described in Deed Book U-33 Page 965. This building constructed on a single lot and needed no Top Planning approval.

### DRAWINGS FOR

WILLOW CROSSING  
PHASE II, A CONDOMINIUM  
UNITS 1-8, 36-43, 55-62, 63-70  
LOCATED IN SOUTH MIDDLETON TOWNSHIP  
CUMBERLAND COUNTY, PA.

PREPARED FOR  
REGENT CONSTRUCTION CO  
c/o Robert Goodling  
P.O. Box 721  
Carlisle, Pa 17013

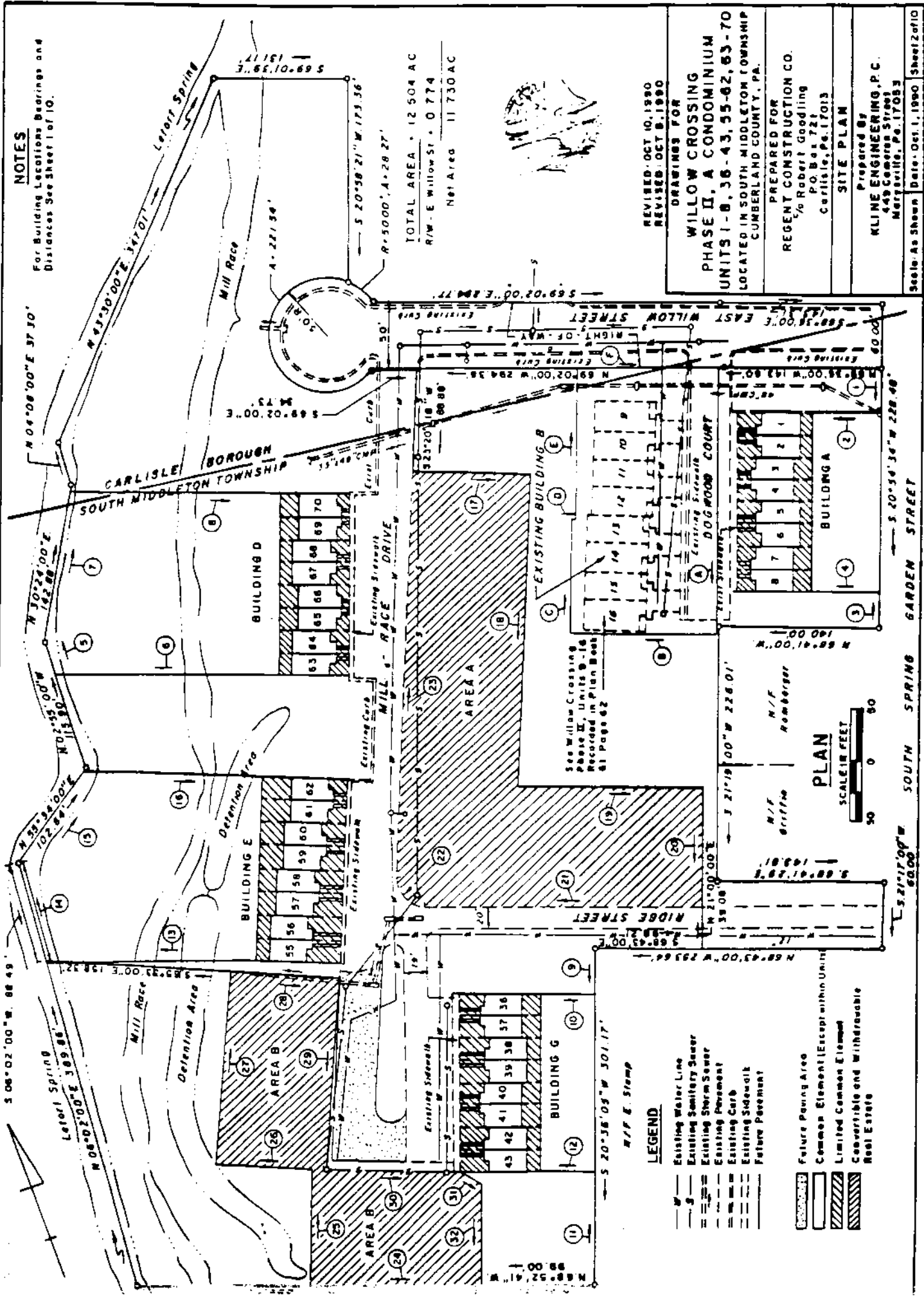
TITLE SHEET AND LOCATION MAP

Prepared By  
KLINE ENGINEERING, P.C.  
449 Cameron Street  
Martinsville, Pa 17053

Scale: As Shown Date: Oct 1, 1990 Sheet 1 of 10

**NOTES**

For Building Locations Bearings and Distances See Sheet 1 of 10.



TOTAL AREA - 12 504 AC  
 R/W - E Willow St - 0.774  
 Net Acred 11 730 AC

REVISED OCT 10, 1990  
 REVISED OCT 8, 1990

**DRAWINGS FOR**

**WILLOW CROSSING  
 PHASE II, A CONDOMINIUM  
 UNITS 1-8, 36-43, 55-62, 63-70**  
 LOCATED IN SOUTH MIDDLETON TOWNSHIP  
 CUMBERLAND COUNTY, PA.

PREPARED FOR  
**REGENT CONSTRUCTION CO.**  
 % Robert Goodling  
 P.O. Box 721  
 Carlisle, Pa. 17013

**SITE PLAN**

Prepared by  
**KLINE ENGINEERING, P.C.**  
 449 Commerce Street  
 Harrisburg, Pa. 17103

Scale: As Shown Date: Oct. 1, 1990 Sheet 2 of 10

See Willow Crossing  
 Phase II, Units 9-16  
 Recorded in Plan Book  
 81 Page 62

**PLAN**



**LEGEND**

- Existing Water Line
- Existing Sanitary Sewer
- Existing Storm Sewer
- Existing Perment
- Existing Carb
- Existing Sidewalk
- Future Perment
- Future Parking Area
- Common Element (Except within Unit)
- Limited Common Element
- Convertible and Withdrawable
- Real Estate

R/I/E Stamp

**NOTES**

— Denotes Title Line (Vert. and Horiz)

Unit Title Lines have been partially and schematically described on sheets. This partial description shall not constitute a complete and universally applicable standard. Refer to the declaration for the condominium entitled, unit common element, for complete location of the title lines for individual title.

All dimensions shown are plus or minus 4"

Chimneys shown are for Units 1 & 8 only.

Building A consists of Units 1 thru 8

e - Heights developed from Construction Plans and Pitch of Roof

UNIT 1

UNIT 2

UNIT 3

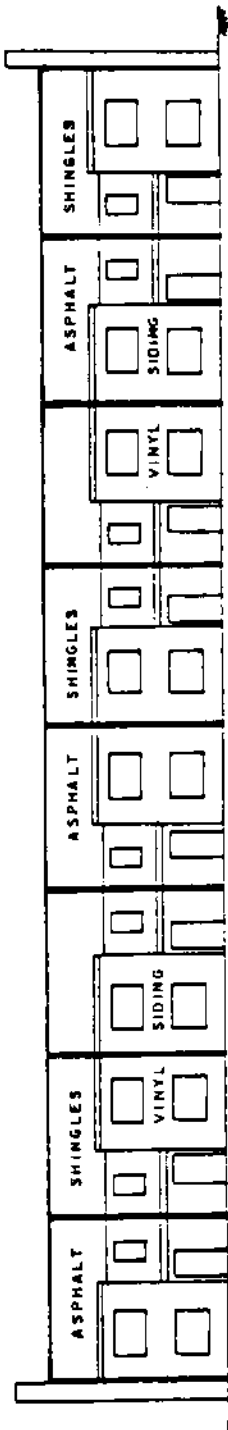
UNIT 4

UNIT 5

UNIT 6

UNIT 7

UNIT 8



**FRONT**

UNIT 1

UNIT 2

UNIT 3

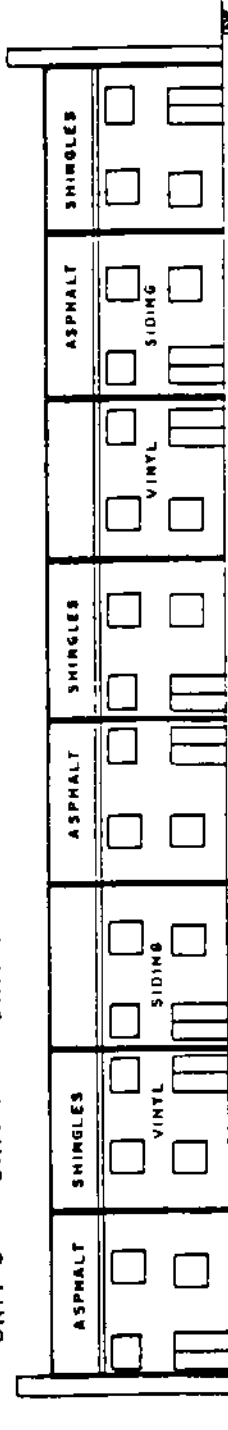
UNIT 4

UNIT 5

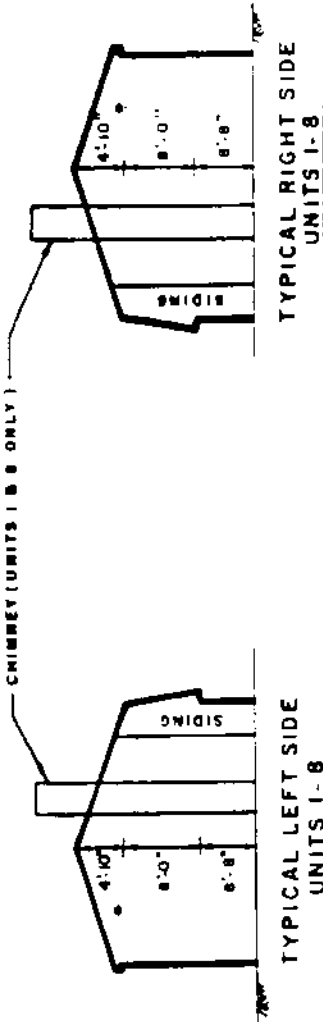
UNIT 6

UNIT 7

UNIT 8



**REAR**



**TYPICAL LEFT SIDE  
UNITS 1-8**

**TYPICAL RIGHT SIDE  
UNITS 1-8**

**ELEVATION VIEWS - BUILDING A (UNITS 1-8)**

(NO SCALE)

REVISED OCT 10, 1990  
REVISED OCT 9, 1990

DRAWINGS FOR

**WILLOW CROSSING  
PHASE II, A CONDOMINIUM  
UNITS 1 - 8, 36 - 43, 59 - 62, 63 - 70  
LOCATED IN SOUTH MIDDLETON TOWNSHIP  
CUMBERLAND COUNTY, PA.**

PREPARED FOR  
**REGENT CONSTRUCTION CO.**

1/2 Robert Goodling

P.O. Box 721

Carlisle, Pa. 17013

**ELEVATION VIEWS**

Prepared By

**KLINE ENGINEERING, P.C.**

449 Carnegie Square

Morgantown, Pa. 26505

Scale: As Shown Date: Oct. 1, 1990 Sheet 3 of 6

**NOTES**

— Denotes Title Line (Vert and Horiz)

Unit Title Lines have been partially and schematically described on sheets. This partial description shall not constitute a complete and universally applicable standard. Refer to the declaration for the condominium unit, unit common element, for complete location of the title lines for individual title.

All dimensions shown are plus or minus 4".

Building D consists of Units 63 thru 70

Building E consists of Units 55 thru 62

Building G consists of Units 36 thru 43.

• Building E only

•• Building D only

Front: Windows shown dashed in Building D

Rear: Windows shown dashed in addition to the others shown.

REVISED OCT 10, 1990  
REVISED OCT 3, 1990

DRAWINGS FOR

WILLOW CROSSING

PHASE II, A CONDOMINIUM

UNITS 1 - 8, 36 - 43, 55 - 62, 63 - 70  
LOCATED IN SOUTH MIDDLETON TOWNSHIP  
CUMBERLAND COUNTY, PA

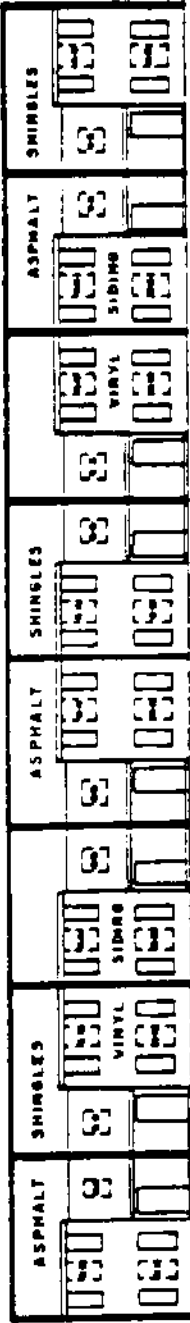
PREPARED FOR  
REGENT CONSTRUCTION CO.  
c/o Robert Goodling  
P.O. Box 721  
Carlisle, Pa 17013

ELEVATION VIEWS

Prepared by  
KLINE ENGINEERING, P.C.  
449 Cedar Street  
Merfyll, Pa. 17053

Scale As Shown Date: Oct. 1, 1990 Sheet 4 of 10

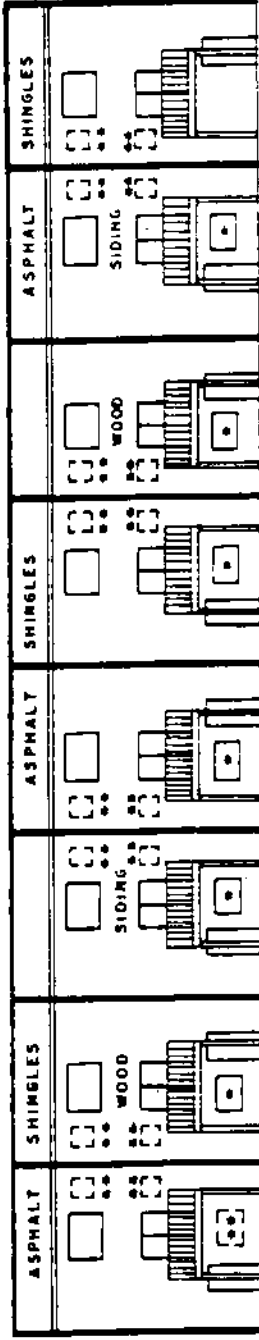
UNIT 63, UNIT 64, UNIT 65, UNIT 66, UNIT 67, UNIT 68, UNIT 69, UNIT 70,  
55 or 36, 56 or 37, 57 or 38, 58 or 39, 59 or 40, 60 or 41, 61 or 42, 62 or 43



FRONT

BUILDING D (Units 63-70), BUILDING E or BUILDING G

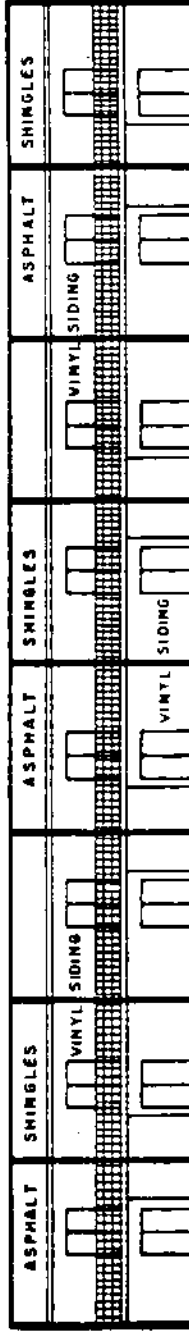
UNIT 70 UNIT 69 UNIT 68 UNIT 67 UNIT 66 UNIT 65 UNIT 64 UNIT 63  
or 62 or 61 or 60 or 59 or 58 or 57 or 56 or 55



REAR

BUILDING D or BUILDING E

UNIT 43 UNIT 42 UNIT 41 UNIT 40 UNIT 39 UNIT 38 UNIT 37 UNIT 36



REAR

BUILDING G

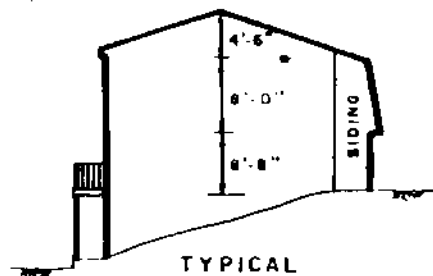
ELEVATION VIEWS - BUILDING D (Units 63-70), BUILDING E (Units 55-62) or BUILDING G (Units 36-43)

(NO SCALE)

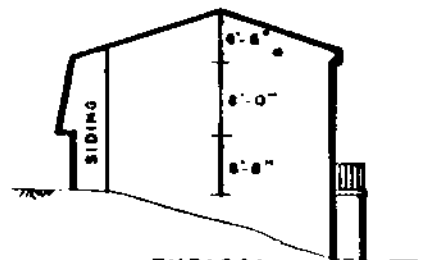


**NOTES**

→ Denotes Title Line  
(Vert. and Horiz.)  
Unit Title Lines have been partially  
andschematically described on sheets.  
This partial description shall not  
constitute a complete and universally  
applicable standard. Refer to the  
declaration for the condominium  
entitled, unit common element, for  
complete location of the title lines  
for individual title.  
All dimensions shown are plus or  
minus 4"  
e - Heights developed from Const-  
ruction Plans and Pitch of Roof.

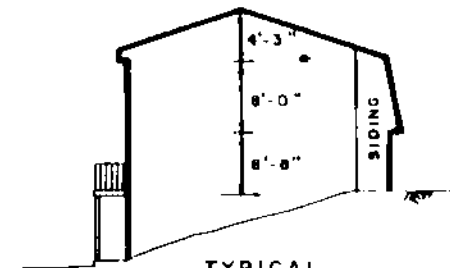


TYPICAL  
LEFT SIDE  
UNITS 63 - 70

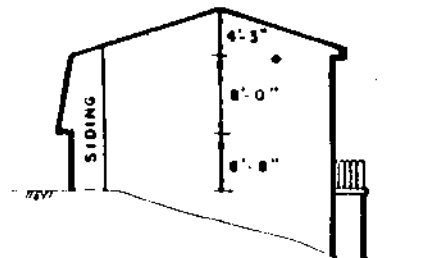


TYPICAL  
RIGHT SIDE  
UNITS 63-70

BUILDING D

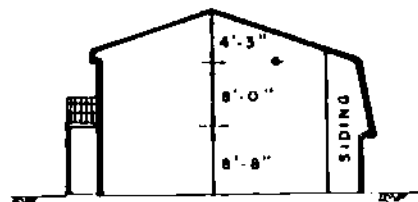


TYPICAL  
LEFT SIDE  
UNITS 55-62

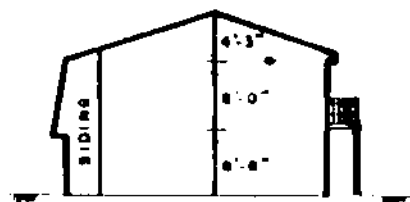


TYPICAL  
RIGHT SIDE  
UNITS 55-62

BUILDING E



TYPICAL LEFT SIDE  
UNITS 36 - 43



TYPICAL RIGHT SIDE  
UNITS 36-43

BUILDING G

ELEVATION VIEWS  
(NO SCALE)

REVISED: OCT 10, 1990  
REVISED: OCT 5, 1990

DRAWINGS FOR  
WILLOW CROSSING  
PHASE II, A CONDOMINIUM  
UNITS I - B, 36 - 43, 55-62, 63-70  
LOCATED IN SOUTH MIDDLETON TOWNSHIP  
CUMBERLAND COUNTY, PA.

PREPARED FOR  
REGENT CONSTRUCTION CO.  
c/o Robert Goodling  
PO Box 721  
Cortisla, Pa. 17013

ELEVATION VIEWS

Prepared By  
KLINE ENGINEERING, P.C.  
449 Cameron Street  
Morgantown, Pa. 17053

Scale: As Shown Date: Oct. 1, 1990 Sheet 5 of 10

**NOTES**

— Denotes Title Line (Vert. and Horiz.)

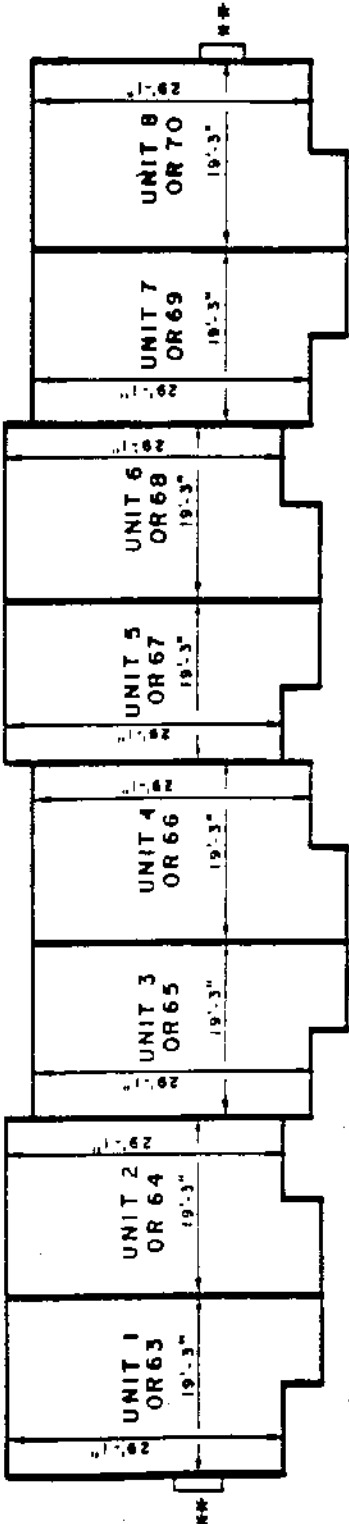
Unit Title Lines have been partially and schematically described on sheets. This partial description shall not constitute a complete and universally applicable standard. Refer to the declaration for the condominium entitled, unit common element, for complete location of the title lines for individual title.

All dimensions shown are plus or minus 4".

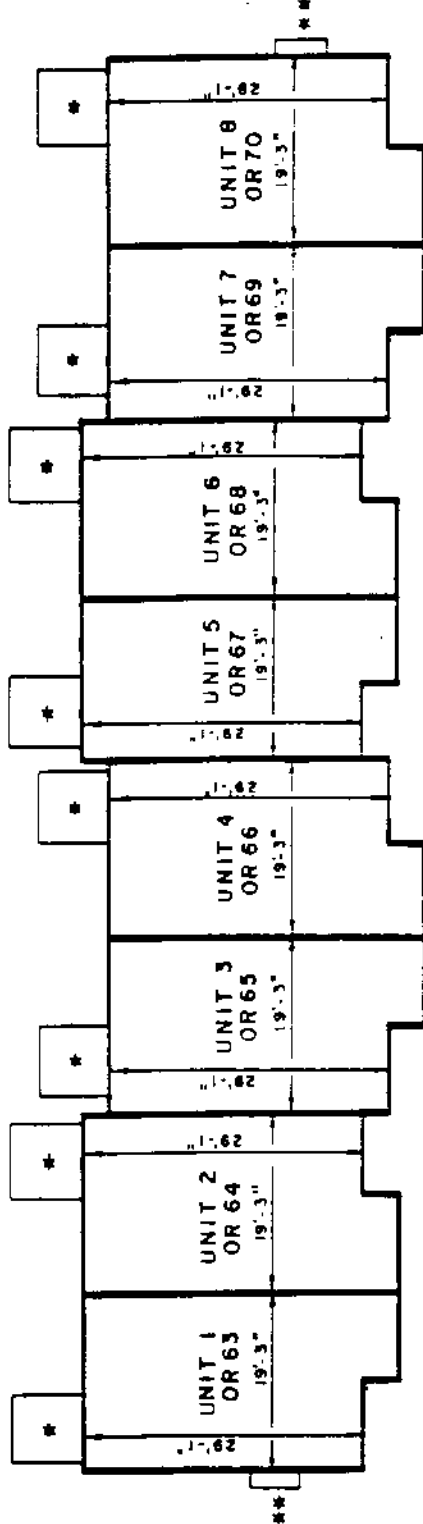
\* Denotes Patio

8' x 9' for Building A  
10' x 10' for Building D (Deck)

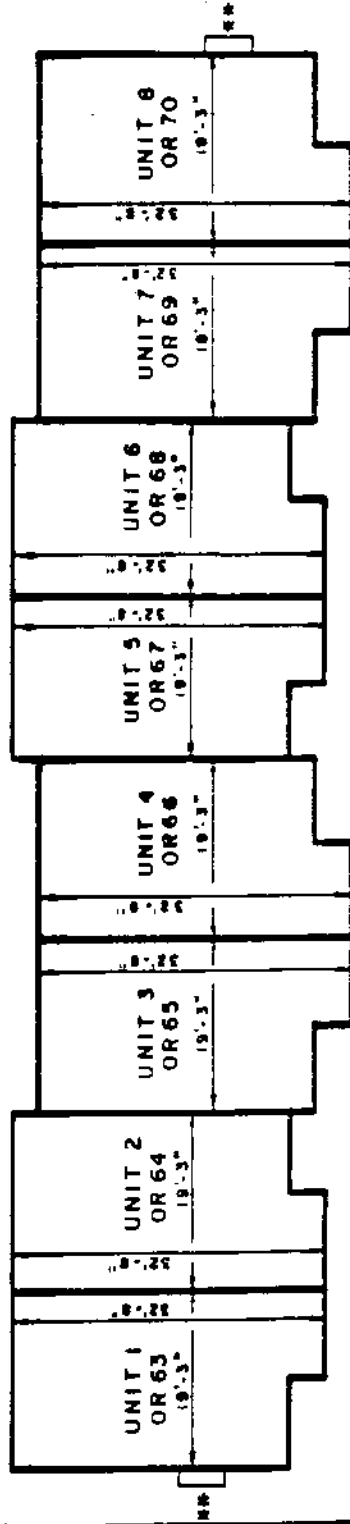
\*\* Denotes Chimney for Building A, Units 1 & 2 only. No Chimneys for Building D.



**SECOND FLOOR**



**FIRST FLOOR**



**BASEMENT**

**FLOOR PLANS - BUILDING A (Units 1-8) or BUILDING D (Units 63 - 70)**  
(NO SCALE)

REVISED: OCT. 10, 1990  
REVISED: OCT. 8, 1990

DRAWINGS FOR

**WILLOW CROSSING  
PHASE II, A CONDOMINIUM  
UNITS 1 - 8, 36 - 43, 55-62, 63 - 70**  
LOCATED IN SOUTH MIDDLETON TOWNSHIP  
CUMBERLAND COUNTY, PA.

PREPARED FOR  
**REGENT CONSTRUCTION CO.**  
c/o Robert Gooding  
P.O. Box 1721  
Carlisle, Pa. 17013

**FLOOR PLANS**

Prepared By  
**KLINE ENGINEERING, P.C.**  
449 Cameron Street  
Marysville, Pa. 17053

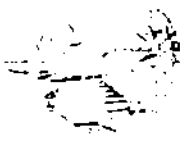
Scale: As Shown Date: Oct. 1, 1990 Sheet No. 10

**NOTES**

— Denotes Title Line  
(Vert. and Horiz.)

Unit Title Lines have been partially and schematically described on sheets. This partial description shall not constitute a complete and universally applicable standard. Refer to the declaration for the condominium entitled, unit common element, for complete location of the title lines for individual title.

All dimensions shown are plus or minus 4"



REVISED OCT 9, 1990

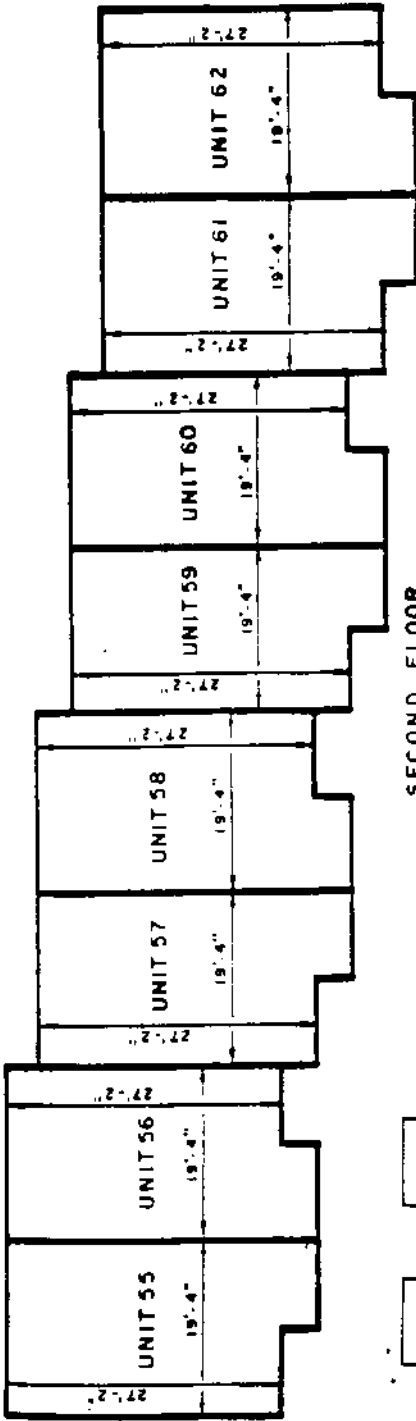
DRAWINGS FOR  
**WILLOW CROSSING**  
**PHASE II, A CONDOMINIUM**  
UNITS 1-8, 36-43, 55-62, 63-70  
LOCATED IN SOUTH MIDDLETON TOWNSHIP  
CUMBERLAND COUNTY, PA.

PREPARED FOR  
**REGENT CONSTRUCTION CO.**  
c/o Robert Gooding  
P.O. Box 721  
Carlisle, Pa. 17013

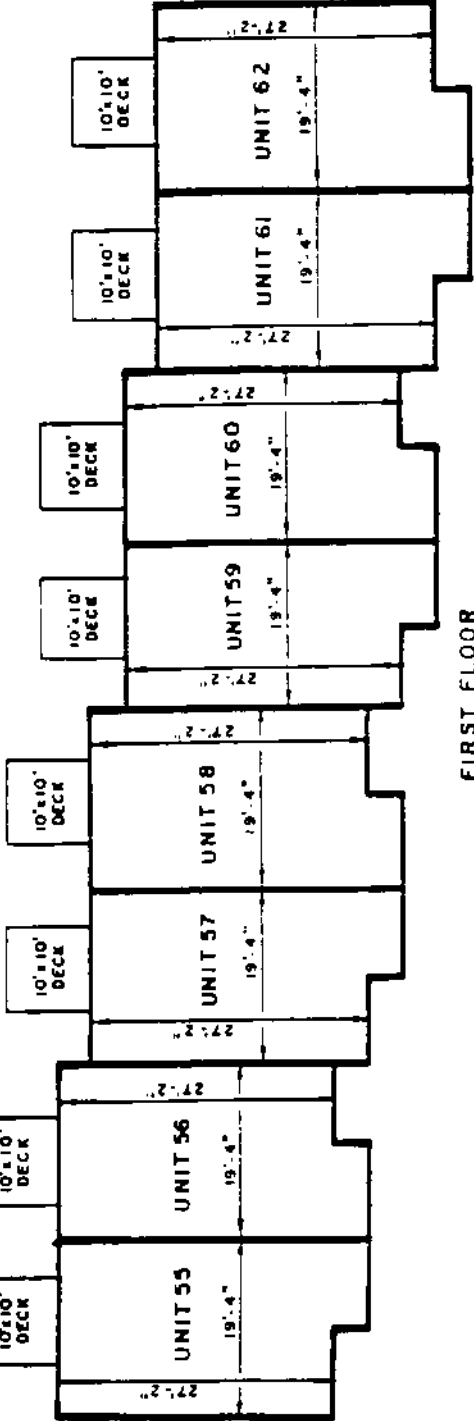
**FLOOR PLANS**

Prepared By  
**KLINE ENGINEERING, P.C.**  
449 Cananda Street  
Matsysville, Pa. 17053

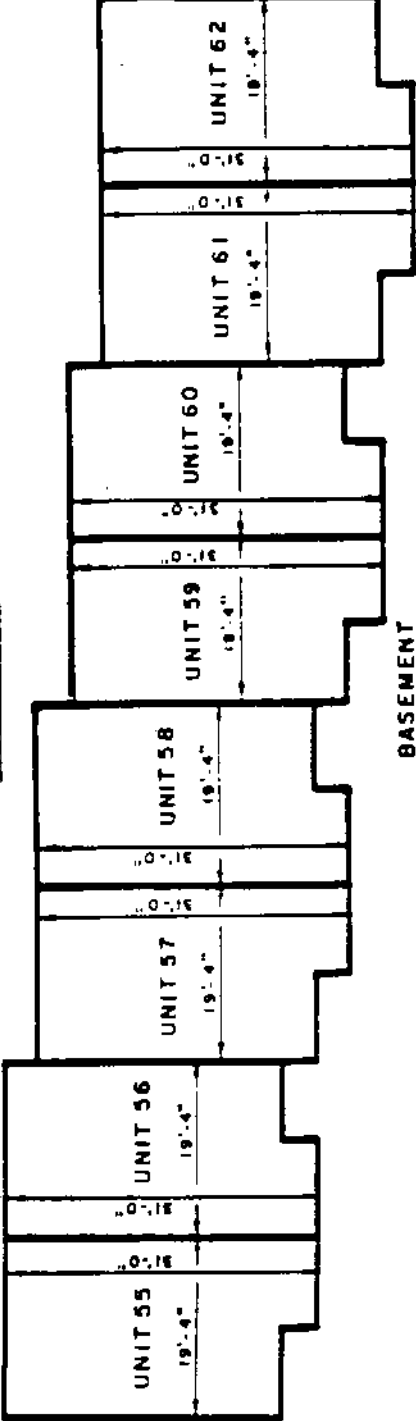
Scale: As Shown Date: Oct. 1, 1990 Sheet 7 of 10



**SECOND FLOOR**

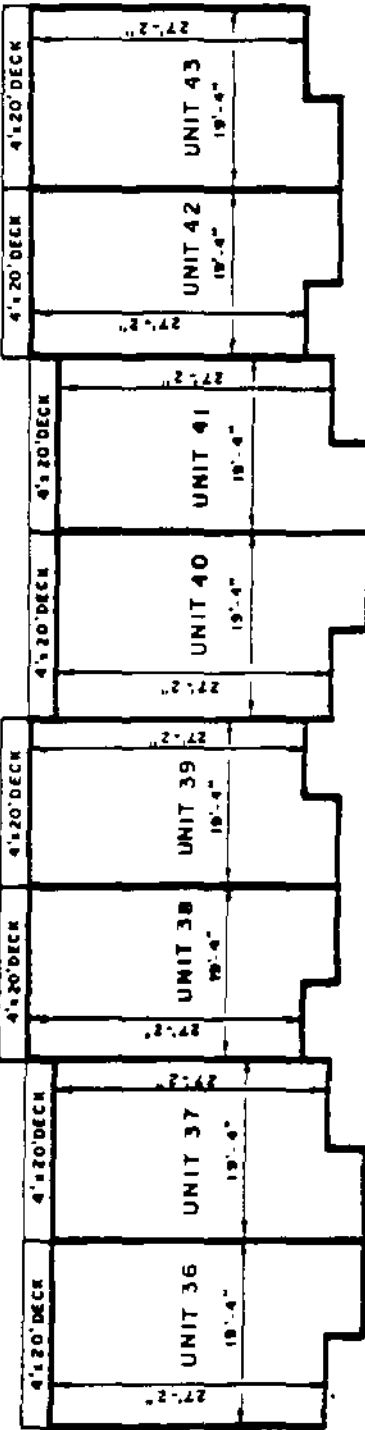


**FIRST FLOOR**

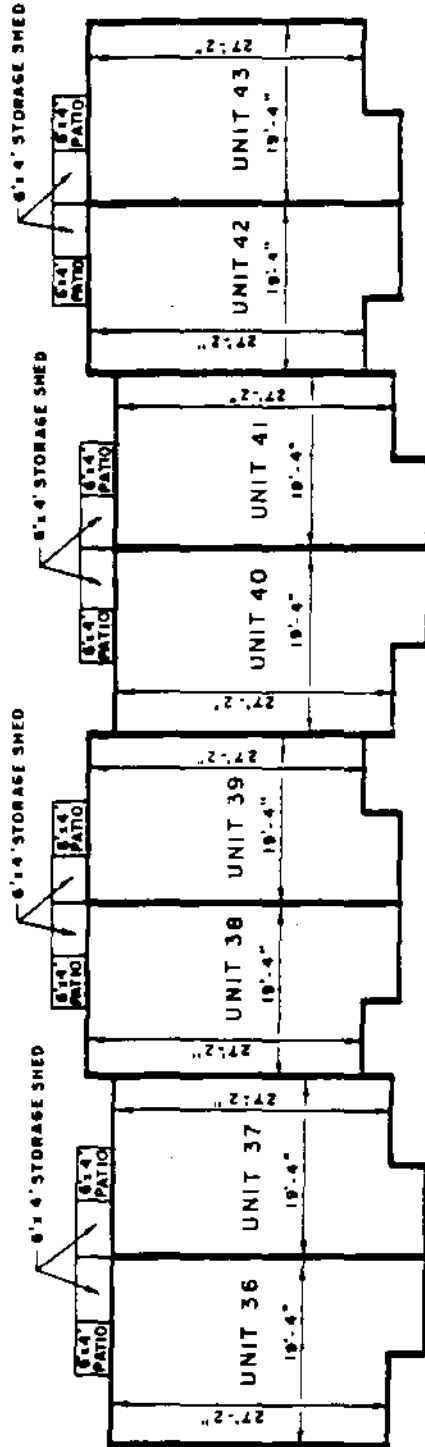


**BASEMENT**

**FLOOR PLANS - BUILDING E (Units 55-62)**  
(NO SCALE)



SECOND FLOOR



FIRST FLOOR

**NOTES**

--- Denotes Title Line (Vert. and Horiz.)

Unit Title Lines have been partially and schematically described on sheets. This partial description shall not constitute a complete and universally applicable standard. Refer to the declaration for the condominium entitled, said common element, for complete location of the title lines for individual title.

All dimensions shown are plus or minus 4".

REVISED: OCT. 10, 1990  
REVISED: OCT. 5, 1990.

DRAWINGS FOR

WILLOW CROSSING  
PHASE II, A CONDOMINIUM  
UNITS 1-8, 36-43, 55-62, 63-70  
LOCATED IN SOUTH MIDDLETON TOWNSHIP  
CUMBERLAND COUNTY, PA.

PREPARED FOR  
REGENT CONSTRUCTION CO.  
c/o Robert Goodling  
P.O. Box 721  
Carlisle, Pa. 17013

FLOOR PLANS

Prepared By  
KLINE ENGINEERING, P.C.  
435 Cambridge Street  
Martinsville, Pa. 17053

Scale: As Shown Date: Oct. 1, 1990 Sheet 8 of 10

FLOOR PLANS - BUILDING G (Units 36-43)  
(NO SCALE)

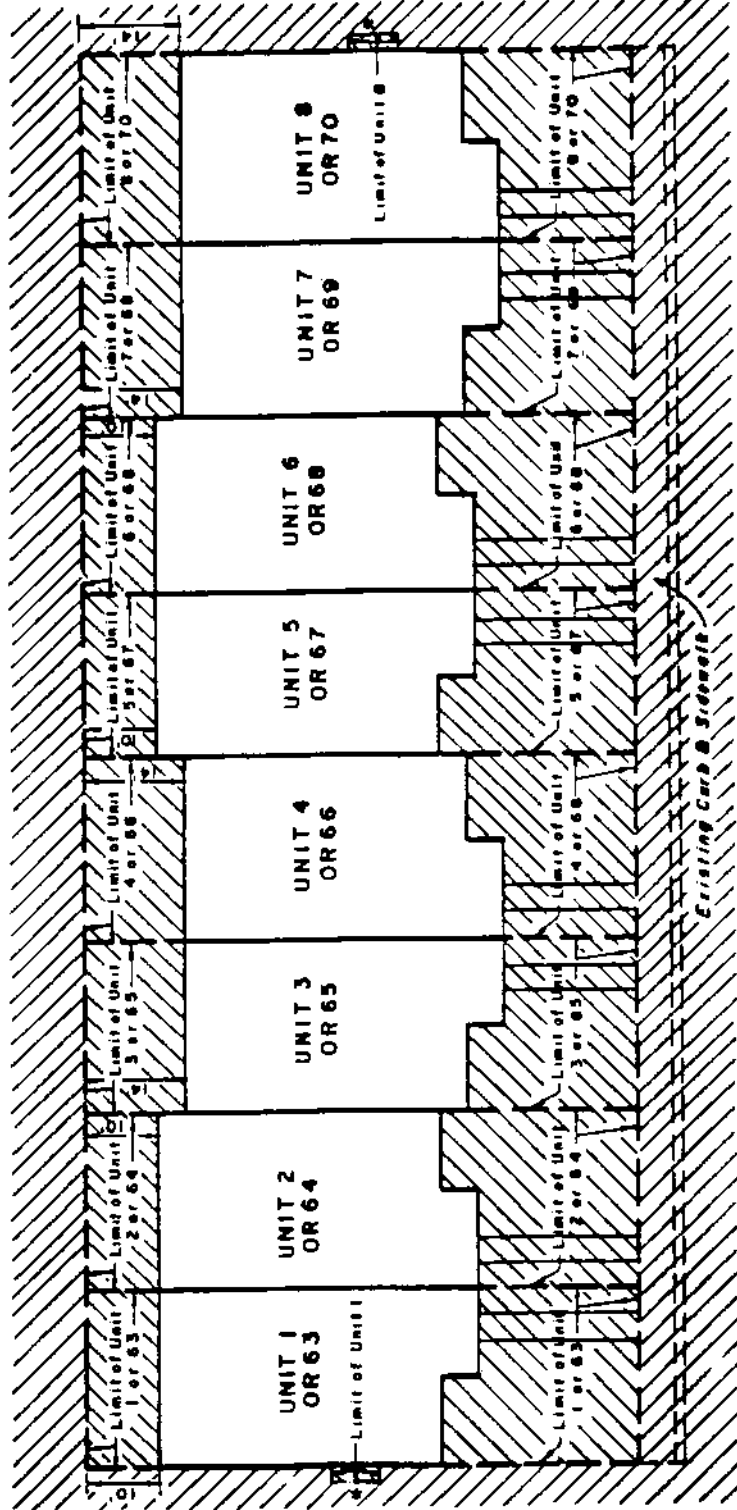
**PLAN NOTES**

Denotes Title Line (Vert. and Horiz.)  
 Unit Title Lines have been partially and schematically described on sheets.  
 This partial description shall not constitute a complete and unambiguous declaration for the condominium entitled, unit common element, for complete location of the title lines for individual title.  
 All dimensions shown are plus or minus 4"

**LEGEND**  
**BUILDING A & BUILDING D**

- Common Element
- Limited Common Element
- Existing Curb & Sidewalk
- Area of Limited Common Element for Each Unit
- Denotes Limited Common Element on Units 1 and 8 in Building A only.

NOTE: FOR COMPLETE DESCRIPTION OF COMMON ELEMENT AREA FOR BUILDING A AND/OR BUILDING D SEE SHEET 2 OF 10.



REVISED OCT 10, 1990  
 REVISED OCT 5, 1990

**DRAWINGS FOR**

**WILLOW CROSSING**  
**PHASE II, A CONDOMINIUM**  
 UNITS 1 - 8, 36 - 43, 55 - 62, 63 - 70  
 LOCATED IN SOUTH MIDDLETON TOWNSHIP  
 CUMBERLAND COUNTY, PA.

PREPARED FOR  
 REGENT CONSTRUCTION CO.  
 c/o Robert Gooding  
 PO Box 721  
 Carlisle, Pa. 17013

**BUILDING A & BUILDING D**  
 Prepared By  
 KLINE ENGINEERING, P.C.  
 449 Central Street  
 Meriville, Pa. 17053

Scale: As Shown Date: Oct. 1, 1990 Sheet 9 of 10

**BUILDING A - UNITS 1 thru 8 (Dogwood Court)**  
 of  
**BUILDING D - UNITS 63 thru 70 (Mill Race Drive)**  
 (NO SCALE)

**PLAN NOTES**

--- Denotes Title Line  
(Vert. and Horiz.)

Unit Title Lines have been partially and schematically described on sheets.





This partial description shall not constitute a complete and unambiguously applicable standard. Refer to the declaration for the condominium entitled, "unit common element", for complete location of the title lines for individual title.

All dimensions shown are plus or minus 4"

For Complete description of Common Element Area for Building E and/or Building G See Sheet 2 of 10.

**LEGEND**

**BUILDING E & BUILDING G**

-  - Common Element
-  - Limited Common Element
-  - Existing Curb & Sidewalk
-  - Area of Limited Common Element for Each Unit

REVISED OCT 10, 1990  
REVISED OCT 5, 1990

DRAWINGS FOR

WILLOW CROSSING

PHASE II - A CONDOMINIUM

UNITS 1 - 8, 36 - 43, 55 - 62, 63 - 70

LOCATED IN SOUTH MIDDLETON TOWNSHIP  
CUMBERLAND COUNTY, PA.

PREPARED FOR

REGENT CONSTRUCTION CO.

1/2 Robert Goodling

P.O. Box 721

Carlisle, Pa. 17013

BUILDING E & BUILDING G

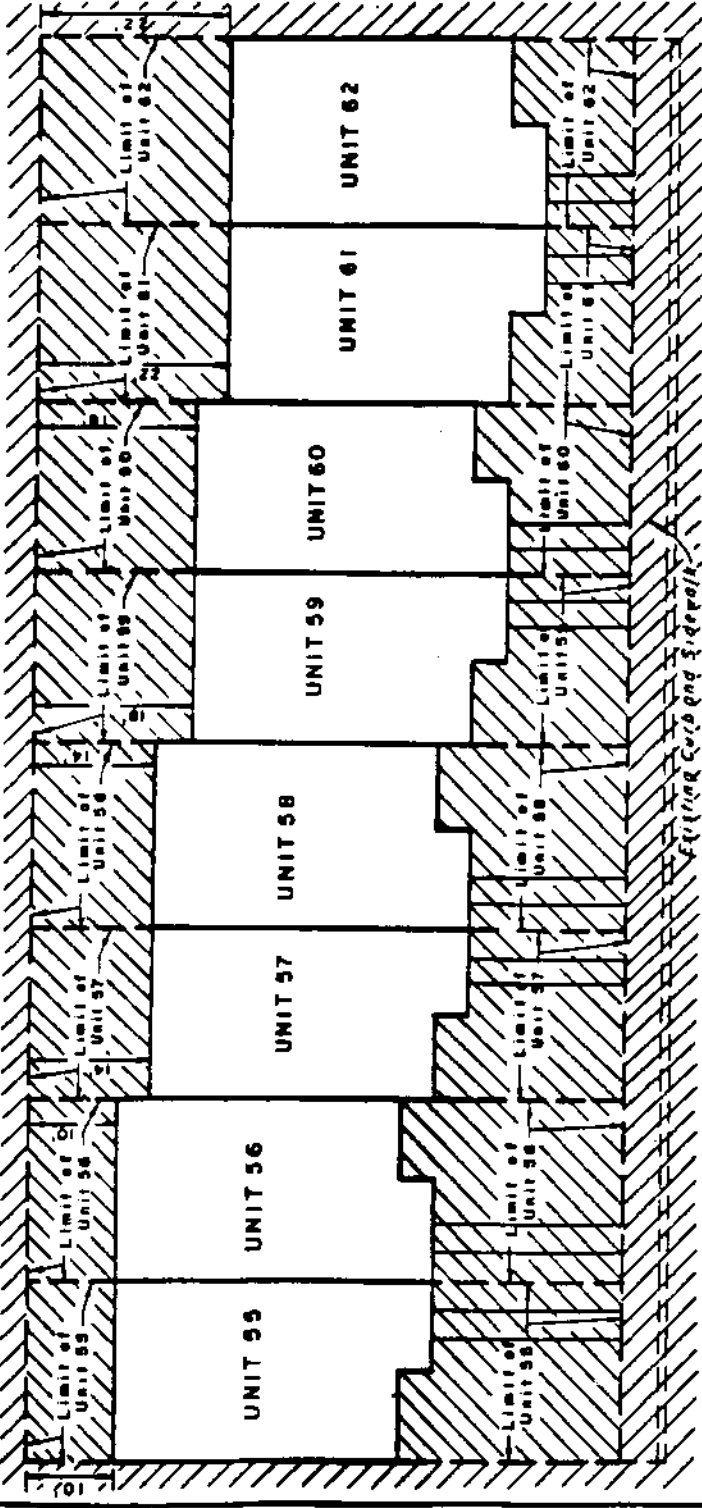
Prepared By

KLINE ENGINEERING, P.C.

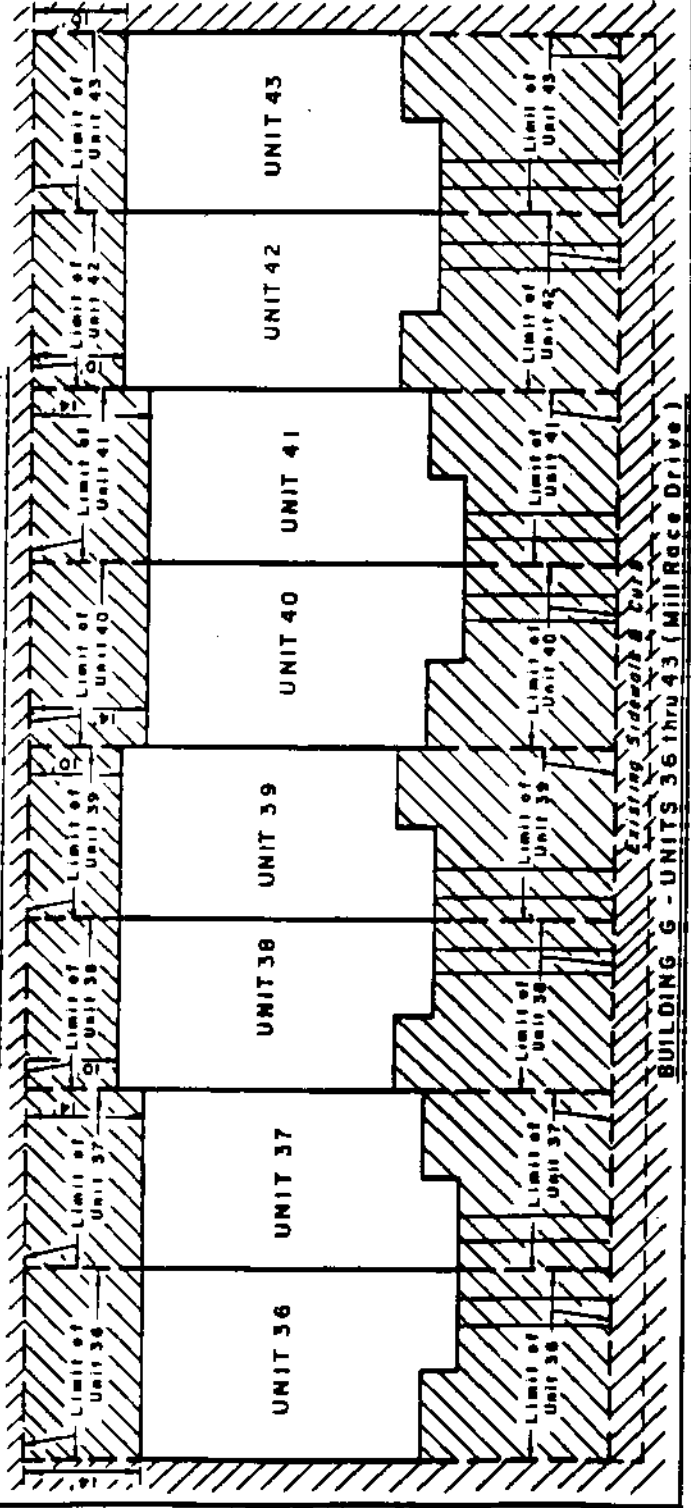
449 Cameron Street

Mechanicsville, Pa. 17053

Scale: As Shown Date: Oct 1, 1990 Sheet No: 6 of 10



BUILDING E - UNITS 55 thru 62 (Mill Race Drive)



BUILDING G - UNITS 36 thru 43 (Mill Race Drive)

RECORDED-COPY OF THE

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM

FOR WILLOW CROSSING, A CONDOMINIUM

FOR WILLOW CROSSING, A CONDOMINIUM

10 OCT 10 1990

THIS FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM is made this 10th day of October, 1990, by WILLOW CROSSING, a joint venture consisting of Robert E. Goodling, Judy S. Goodling and Peifer and Gross, Inc., (the "Declarant").

Recitals:

The background to this Amendment is as follows:

A. Pursuant to a certain Declaration of Condominium executed by Declarant and recorded on September 14, 1990, in Cumberland County Miscellaneous Book 386, Page 889 (the "Declaration"), Declarant submitted to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. Sections 3101, et seq. (the "Act"), certain real estate described in Exhibit A to the Declaration and created a flexible condominium known as Willow Crossing, a Condominium (the "Condominium").

B. Pursuant to Article XVI of the Declaration, Declarant reserved an option to add to the Condominium all or any portions of the "Convertible Real Estate" described in Exhibit D to the Declaration, without the consent of any Unit owner or holder of any mortgage on any Unit.

C. Declarant now desires to amend the Declaration and to add to the Condominium the Convertible Real Estate which is described in

Exhibit A-1 attached hereto and incorporated herein by reference (the "Converted Real Estate").

D. Declarant now desires to add to the Condominium additional Units, Common Elements and Limited Common Elements described herein and in the Plats and Plans intended to be recorded concurrently herewith in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania.

E. All capitalized terms used herein which are not defined herein shall have the meanings specified in the Declaration.

NOW, THEREFORE, pursuant to the provisions of Article XVI of the Declaration and Section 3211 of the Act, Declarant hereby amends the Declaration as follows:

1. Recitals. The Recitals set forth above are incorporated herein by reference as though fully set forth at length.

2. Addition of Converted Real Estate. Declarant hereby amends the Declaration to add to the Condominium the Converted Real Estate.

3. Plats and Plans. The term "Plats and Plans" as defined in Article I, Section 1.3(s) of the Declaration shall henceforth mean the Plats and Plans referenced in Exhibit C to the Declaration, said Plats and Plans being recorded in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania, in Plan Book 61, Page 62, and the Plats and Plan for Willow Crossing, a Condominium, Phase II, Units 1-8, 36-43, 55-62, and 63-70, consisting of ten (10) pages (the "Phase II Plans"), which are intended to be recorded in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania, concur-



rently herewith. The Phase II Plans identify and delineate the Converted Real Estate as Common Elements, Limited Common Elements and indicate Units constructed on the Converted Real Estate.

4. Unit Numbers. Each Unit located on the Converted Real Estate shall have the identifying number assigned to it as shown on the Phase II Plans.

5. Percentage Interests. In accordance with Article XVI of the Declaration, the Percentage Interests appurtenant to each Unit which is a part of the Condominium, including the Units located on the Converted Real Estate, shall henceforth be as set forth in Exhibit B-1 attached hereto and incorporated herein by reference, which Exhibit B-1 is hereby substituted for Exhibit B which was initially attached to the Declaration.

6. Remaining Real Estate. This Amendment shall not exhaust or in any way limit the right of the Declarant to withdraw or convert the remaining real estate described in Exhibit C-1 attached hereto and incorporated by reference herein pursuant to the Declaration or the Act.

7. Effective Date. This Amendment shall be effective at the time of recordation in the Recorder of Deeds Office of Cumberland County, Pennsylvania.

8. Paragraph Headings. Paragraph headings in this Amendment are inserted for convenience of reference only and shall be construed in interpreting this Agreement.

9. Full Force and Effect. Except as specifically modified herein, the Declaration remains in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Declarant, INTENDING TO BE LEGALLY BOUND HEREBY, has duly executed this First Amendment to Declaration as of the day and year first above written.

WITNESS:

*11/1/71*  
*11/1/71*  
\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

*[Signature]*  
\_\_\_\_\_  
Secretary

DECLARANT:

Willow Crossing, a joint venture consisting of Robert E. Goodling, Judy S. Goodling, and Peifer and Gross, Inc.

*[Signature]*  
\_\_\_\_\_  
Robert E. Goodling

*[Signature]*  
\_\_\_\_\_  
Judy S. Goodling

PEIFER AND GROSS, INC.

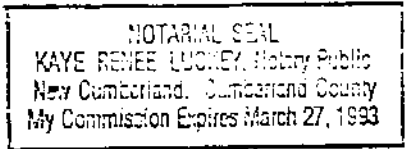
By *[Signature]*  
\_\_\_\_\_  
President

COMMONWEALTH OF PENNSYLVANIA) )  
 ) ss.  
COUNTY OF CUMBERLAND )

On this, the 10th day of October, 1990, before me the undersigned officer, a Notary Public, personally appeared Robert E. Goodling and Judy S. Goodling, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

Kaye R. Luckey  
Notary Public

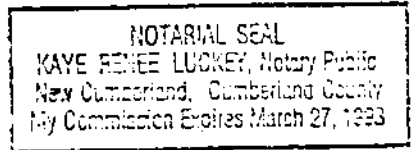


COMMONWEALTH OF PENNSYLVANIA) )  
 ) ss.  
COUNTY OF CUMBERLAND )

On this the 10th day of October, 1990, before me the undersigned officer, a Notary Public, personally appeared Robert E. Goodling who acknowledged himself to be the President of Peifer and Gross, Inc., and that he as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Robert E. Goodling.

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

Kaye R. Luckey  
Notary Public



Attention to the Recorder of Deeds:

After recordation of this document, please return to David Hean Stone, Esquire, Stone & Stone, P.O. Box E, New Cumberland, PA 17070.

COMMONWEALTH OF PENNSYLVANIA) )  
COUNTY OF CUMBERLAND ) ss.

RECORDED in the Office of the Recording of Deeds, Etc., in and for said County, in \_\_\_\_\_ Book \_\_\_\_\_, Page \_\_\_\_\_.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 1990.

Recorder of Deeds

EXHIBIT A-1

CONVERTED REAL ESTATE

ALL THAT CERTAIN lot of land situate in South Middleton Township and the Borough of Carlisle, Cumberland County, and Commonwealth of Pennsylvania, more particularly bounded and described as follows, to wit:

TRACT NO. 1

ALL THAT CERTAIN tract of ground and improvements thereon situate partly in the Borough of Carlisle and and partly in the Township of South Middleton, Cumberland County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point in the center of South Spring Garden Drive and corner of land of Cullings and a proposed street known as Walnut Street Extended; thence South 20 degrees 54 minutes West a distance of 60.00 feet along the center of South Spring Garden Drive to a point in the center of said Drive and corner of lands of Leonard; thence North 69 degrees 06 minutes West a distance of 136.65 feet along lands of Leonard to a stake at corner of lands of Leonard at the edge of Walnut Street Extended; thence South 20 degrees 54 minutes West a distance of 325.69 feet along lands of Leonard, Blosser Beer, Greenway, Lehman and Stone to a stake and corner of lands of Harnish; thence North 69 degrees 13 minutes West a distance of 110.30 feet along lands of Harnish to a stake; thence South 20 degrees 47 minutes West a distance of 100.15 feet still along lands of Harnish to a stake at the edge of a proposed street known as Baltimore Street Extended; thence South 69 degrees 13 minutes East a distance of 250.14 feet along the proposed street being known as Baltimore Street Extended to a pin in the center of South Spring Garden Drive; thence South 19 degrees 34 minutes West a distance of 60.22 feet along the center line of South Spring Garden Drive to a pin in the center of said Drive and edge of said proposed street to be known as Baltimore Street Extended; thence North 69 degrees 00 minutes West a distance of 141.68 feet along the edge of said proposed street to be known as Baltimore Street Extended to a stake and corner of lands of Hock; thence South 20 degrees 58 minutes West a distance of 300.81 feet along lands of Hock, Stephenson, and Rowe to a stake at corner of lands of Rowe and a proposed street to be known as Willow Street Extended; thence South 68 degrees 36 minutes East a distance of 143.31 feet along proposed street to be known as Willow Street Extended to a pin in the center of South Spring Garden Drive; thence South 21 degrees 17 minutes West a distance of 57.82 feet along the center of said South Spring Garden Drive to a pin in the center of said Drive; thence North 68 degrees 41 minutes West a distance of 140.00 feet along said proposed street to be known as Willow Street Extended to a stake and corner of lands now or formerly of Skiro, Inc.; thence South 21 degrees 19 minutes West a distance of 517.0 feet along lands now or late of Skiro, Inc. and lands of Priscilla A. Romberger and lands of Griffen to a stake at the edge of a proposed street to be known as Ridge Street Extended; thence South 68 degrees 41 minutes 29 seconds East a distance of 143.81 feet

along said proposed street to be known as Ridge Street Extended to a pin in the center of said South Spring Garden Drive; thence South 21 degrees 17 minutes West a distance of 60.00 feet along the center of said South Spring Garden Drive to a pin at corner of lands of Stump; thence North 68 degrees 43 minutes West a distance of 250.05 feet along lands of Stump to a stake and corner of the proposed street to be known as Ridge Street Extended; thence South 21 degrees 17 minutes West a distance of 301.15 feet along lands of Stump, Meyer and Bloser to a stake and corner of lands of Howard Wise; thence North 68 degrees 52 minutes 41 seconds West a distance of 398.74 feet along lands of Howard Wise to a point in the Letort Spring; thence North 6 degrees 02 minutes East a distance of 389.86 feet through the bed of the said Letort Spring to a point in the bed of said spring; thence North 55 degrees 34 minutes East a distance of 102.64 feet along the bed of the said Letort Spring to a point in the bed of said spring; thence North 2 degrees 55 minutes West a distance of 115.90 feet along the bed of said spring to a point in the bed of said spring; thence North 30 degrees 24 minutes East a distance of 142.88 feet along the bed of said spring to a point in the bed of said spring; thence North 4 degrees 8 minutes East a distance of 37.30 feet along the bed of said spring to a point in the bed of said spring; thence North 43 degrees 30 minutes East a distance of 367.36 feet along the bed of said spring to a point in the bed of said spring; thence North 19 degrees 55 minutes East a distance of 131.96 feet along the bed of said spring to a point in the bed of said spring; thence North 44 degrees 38 minutes 45 seconds East a distance of 787.71 feet along land of the Reading Company to a stake; thence South 69 degrees 15 minutes 54 seconds East a distance of 127.33 feet along land of Salvatore Beneili to a stake and corner of lands of Gastrock; thence South 20 degrees 54 minutes West 215.11 feet along lands of Gastrock, Stringfellow and Cullings to a stake; thence South 69 degrees 06 minutes East a distance of 136.65 feet along lands of Cullings and the edge of the proposed street to be known as Walnut Street Extended to a pin in the center of said South Spring Garden Drive and place of BEGINNING.

Said description being in accordance with survey of Gerritt Betz dated May 30, 1972.

BEING the same premises which Priscilla A. Romberger, widow, individually and as Executrix of the Estate of Eugene W. Romberger, deceased, by her deed dated December 20, 1972, and recorded in the Recorder of Deeds Office in and for the County of Cumberland in Deed Book Y, Volume 24, Page 314, granted and conveyed unto Skiro, Inc. The said Skiro, Inc. merged into Regent Construction Co. on February 27, 1976. See certificate of merger recorded in Cumberland County Miscellaneous Book 220, Page 447.

EXCEPTING therefrom lots 1 through 14, lots 1A through 14A, and lot 23 as shown on a Subdivision Plan of Section No. 1 of Willow Crossing for Skiro, Inc. dated November 20, 1972, and recorded in Cumberland County Plan Book 25, Page 90.

AND FURTHER EXCEPTING therefrom lots 15 through 21, lots 15A through 21A, and lot 22, as shown on a Subdivision Plan of Section No. 2 of Willow Crossing from Skiro, Inc. dated January 24, 1973, and recorded in Cumberland County Plan Book 26, Page 85.

TRACT NO. 2

ALL THOSE CERTAIN two lots of ground and improvements thereon situate in South Middleton Township, Cumberland County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a pin in the center of South Spring Garden Drive and corner of a proposed street to be known as Willow Street Extended; thence South 21 degrees 19 minutes West a distance of 232.40 feet along the center of South Spring Garden Drive to a pin in the center of said South Spring Garden Drive and corner of lands of Priscilla A. Romberger; thence North 68 degrees 41 minutes West a distance of 140.00 feet along lands of Priscilla A. Romberger to a stake and corner of land of Priscilla A. Romberger and land now or late of Skiro, Inc.; thence North 21 degrees 19 minutes East a distance of 232.40 feet along land now or late of Skiro, Inc. to a stake at a proposed street to be known as Willow Street Extended; thence South 68 degrees 41 minutes East a distance of 140.00 feet along the proposed street to be known as Willow Street Extended to a pin in the center of South Spring Garden Drive and place of BEGINNING.

BEING the two lots as shown on the plan of Skiro, Inc. Said plan having been prepared by Gerrit Betz dated May 30, 1972.

BEING the same premises which Priscilla A. Romberger, widow, by her deed dated December 20, 1972, and recorded in the Recorder of Deeds Office in and for the County of Cumberland in Deed Book Y, Volume 24, Page 317, granted and conveyed unto Skiro, Inc. The said Skiro, Inc. merged into Regent Construction Co. on February 27, 1976. See certificate of merger recorded in Cumberland County Miscellaneous Book 220, Page 447.

AND FURTHER EXCEPTING from Tract No.1 and Tract No. 2:

ALL THAT CERTAIN lot or tract of land situate partly in the Township of South Middletown, and partly in the Borough of Carlisle, Cumberland County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point which is South 22 degrees 04 minutes 10 seconds West, a distance of four and seventy-nine hundredths (4.79) feet and South 67 degrees 55 minutes 50 seconds East a distance of one and fifty-one hundredths (1.51) feet from a point at the northwest corner of land now or formerly of Romberger; thence along other land of Regent Construction Co. the following courses and distances: (1) North 67 degrees 55 minutes 50 seconds West a distance of one hundred twenty-seven and five hundredths (127.05) feet to a point; (2) North 22 degrees 04 minutes 10 seconds East a distance of one hundred two and no hundredths (102.00) feet to a point; (3) South 67 degrees 55 minutes 50 seconds East a distance of four and no hundredths (4.00) feet to a point; (4) North 22 degrees 04 minutes 10 seconds East a distance of one hundred thirty-one and seventy-eight hundredths (131.78) feet to a point at East Willow Street (a fifty (50) foot right-of-way); thence along East Willow Street South 68 degrees 36 minutes 00 seconds East a distance of one hundred twenty-three and six hundredths (123.06) feet to a point at other lands of Regent Construction Co.; thence along other lands of Regent Construction Co. South 22 degrees 04 minutes 10 seconds West a distance two hundred thirty-five and twenty-one hundredths (235.21) feet to a point the place of BEGINNING.

BEING a part of the premises which Regent Construction Co., formerly known as Skiro, Inc., by deed dated February 13, 1989 and recorded in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania in Deed Book U, Vol. 33, Page 966, granted and conveyed unto Robert E. Goodling and Judy S. Goodling, his wife.

CONTAINING 0.67 acres.



AND FURTHER EXCEPTING THEREFROM:

All that certain tract of land situate in South Middleton Township, Cumberland County, and Commonwealth of Pennsylvania, more particularly bounded and described as follows:

Beginning at a point on the northern side of Ridge Street, said point being North 21 degrees 00 minutes 00 seconds East a distance of thirty-nine and eight hundredths (39.08) feet and South 68 degrees 43 minutes 00 seconds East a distance of ninety-eight and twenty-one hundredths (98.21) feet from the northeastern corner of land now or formerly of E. Stump; thence along Ridge Street North 69 degrees 7 minutes 7 second West two hundred forty three and seventy-nine hundredths (243.79) feet to a point at the intersection of Mill Race Drive; thence by a curve extending to the right in a northwesterly direction having a radius of 25 and 00 hundredths feet an arc length of forty and thirty-four hundredths (40.34) feet to a point; thence continuing along Mill Race Drive North 23 degrees 20 minutes 18 seconds East a distance of three hundred sixty-one and forty-seven hundredths (361.47) feet to a point designated as Common Element of Willow Crossing, A Condominium, thence by such Common Element the following courses and distances: (1) South 66 degrees 39 minutes 42 seconds East a distance of one hundred five and 00 hundredths (105.00) feet to a point; (2) South 23 degrees 20 minutes 18 seconds West a distance of two hundred seventy-seven and fifty-two hundredths (277.52) feet to a point; (3) South 69 degrees 00 minutes 00 seconds East a distance of one hundred sixty and forty-eight hundredths (160.48) feet to a point; and (4) South 21 degrees 00 minutes 00 seconds West a distance of one hundred five and eleven hundredths (105.11) feet to a point on the northern side of Ridge Street, the point and place of beginning.

Being known as Area A on a Site Plan of Willow Crossing Phase II, A Condominium, prepared by Kline Engineering, P.C., dated October 1, 1990, revised October 5, 1990 and October 10, 1990.

Containing one and thirty-two hundredths (1.32) acres, more or less.

AND FURTHER EXCEPTING THEREFROM:

All that certain tract of land situate in South Middleton Township, Cumberland County, and Commonwealth of Pennsylvania, more particularly bounded and described as follows:

Beginning at a point on the northern boundary line of land now or formerly of Howard Wise, said point being South 20 degrees 36 minutes 5 seconds West a distance of three hundred one and seventeen hundredths (301.17) feet and North 68 degrees 52 minutes 41 seconds West a distance of ninety-nine and zero hundredths (99.00) feet from a point at the northeast corner now or formerly of E. Stump; thence along the northern boundary line of property now or formerly of Howard Wise North 68 degrees 52 minutes 41 seconds West a distance of one hundred forty-eight and fifty hundredths (148.50) feet to a point designated as Common Element of Willow Crossing, A Condominium; thence by such Common Element the following courses and distances: (1) North 21 degrees 7 minutes 19 seconds East a distance of one hundred three and sixty-seven hundredths (103.67) feet to a point; (2) North 65 degrees 33 minutes 00 seconds West a distance of eighty-one and eight-six hundredths (81.86) feet to a point; (3) North 24 degrees 27 minutes 00 seconds East a distance of one hundred seventy-three and sixty-seven hundredths (173.67) feet to a point; (4) South 65 degrees 33 minutes 00 seconds East a distance of ninety-six and zero hundredths (96.00) feet to a point; (5) South 24 degrees 27 minutes 00 seconds West a distance of one hundred seventy-one and eighty-four hundredths (171.84) feet to a point; (6) South 68 degrees 52 minutes 41 seconds East a distance of one hundred fifteen and forty-nine hundredths (115.49) feet to a point; (7) South 28 degrees 00 minutes 00 seconds East a distance of twenty-four and eighty-five hundredths (24.85) feet to a point; and (8) South 21 degrees 7 minutes 19 seconds West a distance of eighty-eight and forty hundredths (88.40) feet to a point at land now or formerly of Howard Wise, the point and place of beginning.

Being known as Area B on a Site Plan of Willow Crossing Phase II, A Condominium, prepared by Kline Engineering, P.C., dated October 1, 1990, revised October 5, 1990 and October 10, 1990.

Containing seventy-four hundredths (0.74) of an acre, more or less.

EXHIBIT B-1

PERCENTAGE INTEREST IN COMMON ELEMENTS  
AND VOTES APPURTENANT TO UNITS

<u>Unit Identifying Number</u>	<u>Percentage Interest %</u>	<u>Number of Votes</u>	<u>Unit Identifying Number</u>	<u>Percentage Interest %</u>	<u>Number of Votes</u>
1	2.50	1	40	2.50	1
2	2.50	1	41	2.50	1
3	2.50	1	42	2.50	1
4	2.50	1	43	2.50	1
5	2.50	1	55	2.50	1
6	2.50	1	56	2.50	1
7	2.50	1	57	2.50	1
8	2.50	1	58	2.50	1
9	2.50	1	59	2.50	1
10	2.50	1	60	2.50	1
11	2.50	1	61	2.50	1
12	2.50	1	62	2.50	1
13	2.50	1	63	2.50	1
14	2.50	1	64	2.50	1
15	2.50	1	65	2.50	1
16	2.50	1	66	2.50	1
36	2.50	1	67	2.50	1
37	2.50	1	68	2.50	1
38	2.50	1	69	2.50	1
39	2.50	1	70	2.50	1
Grand Totals				100.0000%	40

EXHIBIT C-1  
LEGAL DESCRIPTION OF THE  
CONVERTIBLE AND WITHDRAWABLE REAL ESTATE

All those certain two tracts of land situate in South Middleton Township, Cumberland County, and Commonwealth of Pennsylvania, more particularly bounded and described as follows:

Tract I:

Beginning at a point on the northern side of Ridge Street, said point being North 21 degrees 00 minutes 00 seconds East a distance of thirty-nine and eight hundredths (39.08) feet and South 68 degrees 43 minutes 00 seconds East a distance of ninety-eight and twenty-one hundredths (98.21) feet from the northeastern corner of land now or formerly of E. Stump; thence along Ridge Street North 69 degrees 7 minutes 7 second West two hundred forty three and seventy-nine hundredths (243.79) feet to a point at the intersection of Mill Race Drive; thence by a curve extending to the right in a northwesterly direction having a radius of 25 and 00 hundredths feet an arc length of forty and thirty-four hundredths (40.34) feet to a point; thence continuing along Mill Race Drive North 23 degrees 20 minutes 18 seconds East a distance of three hundred sixty-one and forty-seven hundredths (361.47) feet to a point designated as Common Element of Willow Crossing, A Condominium, thence by such Common Element the following courses and distances: (1) South 66 degrees 39 minutes 42 seconds East a distance of one hundred five and 00 hundredths (105.00) feet to a point; (2) South 23 degrees 20 minutes 18 seconds West a distance of two hundred seventy-seven and fifty-two hundredths (277.52) feet to a point; (3) South 69 degrees 00 minutes 00 seconds East a distance of one hundred sixty and forty-eight hundredths (160.48) feet to a point; and (4) South 21 degrees 00 minutes 00 seconds West a distance of one hundred five and eleven hundredths (105.11) feet to a point on the northern side of Ridge Street, the point and place of beginning.

Being known as Area A on a Site Plan of Willow Crossing Phase II, A Condominium, prepared by Kline Engineering, P.C., dated October 1, 1990, revised October 5, 1990 and October 10, 1990.

Containing one and thirty-two hundredths (1.32) acres, more or less.

Tract II:

Beginning at a point on the northern boundary line of land now or formerly of Howard Wise, said point being South 20 degrees 36 minutes 5 seconds West a distance of three hundred one and seventeen hundredths (301.17) feet and North 68 degrees 52 minutes 41 seconds West a distance of ninety-nine and zero hundredths (99.00) feet from a point at the northeast corner now or formerly of E. Stump; thence along the northern boundary line of property now or formerly of Howard Wise North 68 degrees 52 minutes 41 seconds West a distance of one hundred forty-eight and fifty hundredths (148.50) feet to a point designated as Common Element of Willow Crossing, A Condominium; thence by such Common Element the following courses and distances: (1) North 21 degrees 7 minutes 19 seconds East a distance of one hundred three and sixty-seven hundredths (103.67) feet to a point; (2) North 65 degrees 33 minutes 00 seconds West a distance of eighty-one and eight-six hundredths (81.86) feet to a point; (3) North 24 degrees 27 minutes 00 seconds East a distance of one hundred seventy-three and sixty-seven hundredths (173.67) feet to a point; (4) South 65 degrees 33 minutes 00 seconds East a distance of ninety-six and zero hundredths (96.00) feet to a point; (5) South 24 degrees 27 minutes 00 seconds West a distance of one hundred seventy-one and eighty-four hundredths (171.84) feet to a point; (6) South 68 degrees 52 minutes 41 seconds East a distance of one hundred fifteen and forty-nine hundredths (115.49) feet to a point; (7) South 28 degrees 00 minutes 00 seconds East a distance of twenty-four and eighty-five hundredths (24.85) feet to a point; and (8) South 21 degrees 7 minutes 19 seconds West a distance of eighty-eight and forty hundredths (88.40) feet to a point at land now or formerly of Howard Wise, the point and place of beginning.

Being known as Area B on a Site Plan of Willow Crossing Phase II, A Condominium, prepared by Kline Engineering, P.C., dated October 1, 1990, revised October 5, 1990 and October 10, 1990.

Containing seventy-four hundredths (0.74) of an acre, more or less.