

EXHIBIT B

RECORDED

COLONY PARK CONDOMINIUM

DEC 20 10 36 AM '72

CODE OF REGULATIONS

DEEDS OFFICE  
YORK COUNTY, PA.ARTICLE I

## PLAN OF OWNERSHIP

1. Condominium Submission. The project known as Colony Park Condominium (hereinafter called the "Condominium") located 1720 Devers Road in the City of York, in York County, Pennsylvania, has been submitted to the Unit Property Act by the Declaration to which this Code of Regulations is appended as a part, and shall be governed by said Declaration and this Code of Regulations. The Declaration and the Declaration Plan of the property are recorded in \_\_\_\_\_

2. Code Applicability. The provisions of this Code of Regulations (hereinafter the "Code") are applicable to the Condominium property including the land, the buildings, and all improvements and structures thereon, as well as all easements, rights and appurtenances thereunto belonging, and the use, occupancy, sale, lease or other transfer thereof. All owners of any freehold or leasehold interest, all occupants or users of the premises, and the agents and servants of any of them are subject to the provisions of the Declaration, the Code and the applicable laws of the Commonwealth of Pennsylvania.

3. Personal Application. All present and future Co-Owners, tenants, future tenants, their guests, licensees, servants, agents, employees and any other person or persons that shall be permitted to use the facilities of the Condominium, shall be subject to this Code and to the rules and regulations issued by the Council (as herein defined) to govern the conduct of its members. Acquisition, rental or occupancy of any of the units in the Condominium shall constitute an acknowledgement that the said Co-Owner, tenant or occupant has accepted and ratified this Code, the provisions of the Declaration and the rules and regulations of the Council and will comply with them.

ARTICLE II

ASSOCIATION OF CO-OWNERS

1. Constitution. There is hereby constituted the Association of Co-Owners (hereinafter called the "Association"), which shall be comprised of every person, firm, corporation, trust or other legal entity; or any combination thereof, which owns any unit in the Condominium.

2. Voting. Voting at all meetings of the Association, in person or by proxy, shall be on a percentage basis with each unit being entitled to vote the individual percentage allocated to his unit in paragraph FOURTH of the Declaration and any amendments thereto. Where a unit is owned by more than one person, all the Co-Owners thereof shall be collectively entitled to the vote assigned to such unit and such Co-Owners shall, in writing, designate an individual who shall be entitled to cast the vote or votes on behalf of the Co-Owners of such unit of which he is a part owner until such authorization shall have been changed in writing. The holder of a leasehold interest in a unit who holds a proxy from the owner of such unit shall be deemed the Co-Owner for all voting purposes; provided, however, that such lessee shall have no power, without the concurring vote of the actual Co-Owner, to act or vote upon any matter reducing or altering the rights of such Co-Owner, pursuant to the terms of his lease or as otherwise existing according to law, or amending or terminating the Declaration of the Condominium. Other than lessees under leases above described, no other lessee, lien holder, mortgagee, pledgee or contract purchaser shall have any voting rights with respect to the affairs of the Condominium.

3. Majority of Co-Owners. "Majority of Co-Owners" means the Co-Owners of more than fifty percent in the aggregate in interest of the undivided ownership of the common elements as specified in the Declaration.

4. Duties. The Association shall be responsible for overall policy and administration of the Condominium, but, except as otherwise provided in this Code or by statute, shall act by and through its elected Council.

5. Principal Office. The principal office of the Council shall be located initially at 1720 Devers Road,

York, Pennsylvania, but thereafter, may be located at such other suitable and convenient place or places as shall be permitted by law and designated by the Council.

6. Place of Meeting. Meetings of the Association shall be held at the principal office of the Condominium or such other suitable place convenient to the Association as may be designated by the Council and stated in the notice of the meeting.

7. Annual Meeting. The first annual meeting of the Association shall be held at 8:00 p.m., on September 11, 1973, at a place to be designated by the Council, or on such earlier date as may be established by the Council.

Thereafter, the annual meetings of the Association shall be held at 7:00 p.m. on the second Tuesday in the month of September of each succeeding year, if not a legal holiday, and if a legal holiday, then on the next secular day following. At such meetings there shall be elected by ballot a Council in accordance with the requirements of this Code. The Association may also transact such other business as may properly come before it.

8. Notice of Annual Meeting. Written notice of the annual meeting shall be served upon or mailed to (such mailing to be considered notice served) each Co-Owner entitled to vote thereat at least ten (10) days but not more than sixty (60) days prior to the meeting.

9. Special Meeting. A special meeting of the Association for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President and shall be called by the President if so directed by resolution of the Council or upon a petition signed by thirty per centum (30%) of the votes of the Condominium and presented to the Secretary. Such petition shall state the purpose or purposes of the proposed special meeting. No business shall be transacted at a special meeting, except as stated in the notice.

Notwithstanding the above provision, no special meeting may be called until after the first annual meeting, except upon resolution of the Council.

10. Notice of Special Meeting. Written notice of a special meeting, stating the time, place and object of such meeting and the specific action to be taken thereat,

shall be served upon or mailed (such mailing to be considered notice served) to each Co-Owner entitled to vote thereat at least ten (10) days but not more than sixty (60) days before such meeting.

11. Voting Requirements. A Co-Owner shall be deemed to be in "good standing" and "entitled to vote" at any annual meeting or at any special meeting of the Association if, and only if, he shall have fully paid all assessments made or levied against him and his unit by the Council as hereinafter provided, together with all interest, costs, attorney's fees, penalties and other expenses, if any, properly chargeable to him and against his unit, at least three (3) days prior to the date fixed for such annual or special meeting.

12. Proxies. At all meetings of the Association, each Co-Owner having the right to vote shall be entitled to vote in person, or by proxy appointed by an instrument in writing subscribed by such Co-Owner for such meeting. Such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof. Proxies must be filed with the Secretary at least two (2) days before the time appointed for each meeting in the notice.

13. Quorum. Except as may otherwise be provided herein or by statute, a majority of the Co-Owners shall constitute a quorum for the adoption of decisions. If, however, such quorum shall not be present or represented at any meeting, the Co-Owners entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

14. Association Action. When a quorum is present at any meeting, the vote of a majority of the Co-Owners present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which by express provision of the statutes, or of this Code, a different vote is required, in which case such express provision shall govern and control the decision of such question.

15. Order of Business. The order of business at all meetings of the Association of Co-Owners shall be as follows: (a) roll call, (b) proof of notice of meeting or waiver of notice, (c) reading of minutes of preceding meeting, (d) reports of officers, (e) reports of committees, (f) election of inspectors of election, if applicable, (g) election of directors, if applicable, (h) unfinished business, and (i) new business.

16. Dispensing with Vote. Whenever the vote of Co-Owners at a meeting is required or permitted by any provisions of the statutes or of this Code to be taken, the meeting and vote of Co-Owners may be dispensed with, if all the Co-Owners who would have been entitled to vote upon the action, had such meeting been held, shall consent in writing to such action being taken.

### ARTICLE III

#### COUNCIL

1. Power and Duties. The affairs and business of Colony Park Condominium shall be managed by a Council, which may exercise such powers and perform such duties and lawful acts as are not required by statute or this Code to be performed by the Association or others. The Council shall have the power and authority to promulgate, distribute and enforce rules and regulations governing the details of the use and operation of the property and the use of the common elements, subject to the right of a majority of the Co-Owners to change any such rules and regulations, provided that no rule or regulation shall be in conflict with the statutes or this Code, and provided further that no rule or regulation shall be so construed as to impair in any manner the lien of any mortgagee or holder of a note secured by a deed of trust if said rule or regulation is enacted after the execution of said mortgage or deed of trust. Such rules and regulations and amendments thereof shall be adopted by vote of a majority of the members of the Council present at any regular or special meeting of the Council.

2. Responsibilities of the Council. It shall be the responsibility of the Council:

- (a) To provide for the care, upkeep, repair, protection, maintenance

and replacement of the common elements of the Condominium, to manage the business, operation and affairs of the Condominium, and for such purpose to engage employees and appoint agents and to define their duties and fix their compensation, enter into contracts and other written instruments or documents and to authorize the execution thereof by officers elected by the Council.

- (b) To prepare for submission to the annual meeting of the Council a budget to facilitate the establishment of the amount to be assessed against the Co-Owners for common expenses.
- (c) To collect such assessments, deposit them in a bank, and utilize the same for administration of the project, including the payment of common expenses.
- (d) To obtain insurance as provided hereinafter.
- (e) To establish reasonable reserve funds for emergencies and unforeseen contingencies and the repair and replacement of common elements.
- (f) To enforce the provisions of the Declaration, this Code and any amendments thereto, and such rules and regulations as the Council may issue from time to time, including the right to sue on behalf of the Association and the Condominium.

3. Management Agent. The Condominium, by and through the Council, shall employ for the Association a professional Management Agent at a compensation to be established by the Council to perform such duties and services as the Council shall authorize including, but not limited to, the duties listed in section 2 of this

Article III. The Condominium shall not employ any new Management Agent without thirty (30) days prior written notice to the institutional holders of all first mortgages on the units and the Council shall not employ a Management Agent nor enter into a management contract, nor itself undertake management of the Condominium, unless the said institutional holders of such first mortgages approve in writing the proposed management contract, or other management arrangements. The right to approve such management arrangements shall extend to the holders of the existing blanket first mortgage encumbering the Condominium property as long as any of its loan balance remains outstanding. This section 3 of Article III of this Code was adopted as an inducement to the holder of the existing blanket mortgage loan to the developer of the Condominium project and to induce other lenders to make loans to Co-Owners purchasing Units in the Condominium. In case of default, such lenders may apply to any appropriate court for specific performance of this condition and the Condominium shall be responsible for all costs connected with such action, including reasonable attorney's fees for counsel for such holders of first mortgages.

4. Validity of Contracts. No contracts or other transaction between the Council and any other legal entity, and no act of the Council shall in any way be affected or invalidated by virtue of the fact that any of the officers or members of the Council are pecuniarily or otherwise interested in, or are directors or officers of, such other legal entity; provided, however that any council members having such interest in a third party contract shall abstain from voting on any such matter.

5. Number of Council Members and Initial Selection of Council. The number of members which shall constitute the whole Council shall be not less than five (5) nor more than nine (9). The initial Council shall be comprised of the following five persons appointed by Colony Park Associates (hereinafter referred to as the "Grantor"):

Stuart M. Neely	- Attorney and Partner of Stetler & Gribbin of York, Pennsylvania
J. Marshall Friedman	- President of Coleman & Friedman, Inc.

D. A. Galanis	- Vice President of Coleman & Friedman, Inc.
Joyce Milne	-- Resident Manager of Colony Park Apartments
Leo E. Gribbin, Jr.	- Attorney and Partner of Stetler & Gribbin of York, Pennsylvania

each of whom shall serve until the election of the Council takes place at the first annual meeting of the Association. The Grantor's appointees need not be residents of, nor owners of, any unit in the Condominium, and the Grantor shall have the right in its sole discretion to replace such Council members and designate their successors if vacancies occur for any reason.

6. Election and Term of Office. At the first annual meeting of the Association nine (9) Council members shall be elected. The term of office of five (5) members shall be fixed at one (1) year and the term of office of four (4) members shall be fixed at two (2) years. At the expiration of the initial term of office of each member, each successor shall be elected at subsequent annual meetings of the Association to serve a term of two (2) years. The members of the Council shall hold office until their successors have been elected and hold their first meeting.

Anything contained in this Code to the contrary notwithstanding, so long as the Grantor continues to be the owner of twenty-five (25) or more units in the Condominium, it shall have the right to select a majority of the members of the Council and to fill any vacancy occurring from the death, resignation or removal, by Grantor or Association, of any member of the Council chosen by it, and so long as the Grantor continues to be the owner of five (5) units in the Condominium, it shall have the right to select one member of the Council and to fill any vacancy occurring from the death, resignation or removal, by Grantor or Association of any such member. This last paragraph of Article III, section 6, may not be changed except by unanimous vote of the Co-Owners.

7. Organization Meeting. The first meeting of a newly elected Council shall be held within ten (10) days of election at such place as shall be fixed by the members of the Council at the meeting at which such members were

elected, and no notice shall be necessary to the newly elected members in order legally to constitute such meeting, providing a majority of the whole Council shall be present.

8. Regular Meeting. Regular meetings of the Council may be held at such time and place as shall be determined, from time to time, by a majority of the members, but at least two such meetings shall be held during each fiscal year. Written notice of regular meetings of the Council shall be given to each member, by mail, at least three (3) days prior to the day named for such meeting, in the manner provided in Article VIII hereof.

9. Special Meetings. Special meetings of the Council may be called by the President on three days' notice to each director. Such notice shall be given personally or by mail, telephone or telegraph, and such notice shall state the time, place and purpose of the meeting. Special meetings of the Council shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) members.

10. Waiver of Notice. Before or at any meeting of the Council, any member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any meeting of the Council shall be a waiver of notice by him of the time and place thereof. If all the members are present at any meeting of the Council, no notice shall be required and any business may be transacted at such meeting.

11. Council Quorum. At all meetings of the Council, a majority of the members shall constitute a quorum for the transaction of business, and the acts of the majority of the members present at a meeting at which a quorum is present shall be the acts of the Council. If, at any meeting of the Council, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

12. Vacancies. Except as provided in section 6 of this Article, vacancies in the Council caused by any reason other than removal of a member by a vote of the Association shall be filled by vote of the majority of the remaining members even though they may constitute less than a quorum of said Council; and each person so elected shall be a member of the Council until a successor is elected at the next annual meeting of the Association.

13. Removal of Council Members. Except as provided in section 6 of this Article, a member of the Council may be removed with or without cause, and his successor elected, at any duly called meeting of the Association at which a quorum is present by an affirmative vote of a majority of the Co-Owners present and voting. Any member of the Council whose removal has been proposed by the Co-Owners shall be given an opportunity to be heard at the meeting.

14. Compensation. Members of the Council, as such, may receive for their services such compensation as shall be determined by the Council from time to time. Members of the Council appointed by the Grantor shall serve without compensation for their services as such members. Nothing herein contained shall be construed to preclude any member of the Council from serving the Association in any other capacity and receiving additional compensation therefor.

15. Report of the Council. The Council shall present at each annual meeting, and when called for by vote of the Association at any special meeting of the Association, a full and clear statement of the business and condition of the Condominium.

16. Fidelity Bonds. The Council may require that all officers, agents and employees of the Association handling or responsible for funds furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

#### ARTICLE IV

##### OFFICERS

1. Designation and Election of Officers. The Council annually, at its first meeting following the annual meeting of the Association, shall elect a President, Vice President, a Secretary and a Treasurer of the Condominium. In their judgment and discretion, the Council may choose additional officers. With the exception of the President, no officer need be a member of the Council. Two or more offices may be held by the same person, save the President shall not hold any other office.

2. Removal of Officers; Vacancies. The officers shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Council may be removed at any time by the affirmative vote of a majority of the whole Council. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Council.

3. President. The President shall be the chief executive officer; he shall preside at meetings of the Association of Co-Owners and the Council and shall be an ex-officio member of all committees; he shall have general and active management of the business of the Condominium and shall see that all orders and resolutions of the Council are carried into effect.

4. Vice President. The Vice President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and shall perform such other duties as the Council shall prescribe. If neither the President nor the Vice President is able to act, the Council shall appoint a member of the Council to so do on an interim basis.

5. Secretary. The Secretary shall attend all sessions of the Council and all meetings of the Association and record all votes and the minutes of all proceedings in a book to be kept by him for that purpose and shall perform like duties for committees when required. He shall give, or cause to be given, notice of all meetings of the Association, the Council and committees and shall perform such other duties as may be prescribed by the Council or President. The Secretary shall compile and keep up to date at the principal office of the Association, a complete list of the Co-Owners and their last known post office addressess. This list shall be open to inspection by all Co-Owners and other persons lawfully entitled to inspect the same, at reasonable hours during regular business days. The Secretary shall also keep current and retain custody of the minute book of the Association, containing the minutes of all annual and special meetings of the Association and all sessions of the Council including resolutions.

6. Treasurer. The Treasurer shall have the custody of all funds and securities. He shall keep detailed records of all receipts and expenditures, including expenditures affecting the common elements, specifying and

itemizing the maintenance, repair and replacement expenses of the common elements and any other expenses incurred. Such records shall be available for examination by the Co-Owners during regular business hours. In accordance with the actions of the Council assessing common expenses against the units and Co-Owners, he shall keep an accurate record of such assessments and of the payment thereof by each Co-Owner. He shall deposit all moneys and other valuable effects in such depositories as may be designated by the Council. He shall disburse funds as ordered by the Council taking proper vouchers for such disbursements, and shall render to the President and members of the Council, at the regular meetings of the Council, or whenever they may require it, an account of all of his transactions as Treasurer and of the financial condition of the Condominium.

If required by the Council, he shall give a bond, the premium therefor to be considered a common expense, in such sum, and with such surety or sureties as shall be satisfactory to the Council for the faithful performance of the duties of his office and for the restoration, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control.

7. Annual Accounting. All books and records shall be kept in accordance with good accounting practices on a fiscal year basis beginning the first day of September in each year and the same shall be audited annually by a person or persons to be selected by the Council. The report of such audit shall be made available to the Association at each annual meeting.

8. Indemnification. Every member of the Council and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a member of the Council or officer of the Association or any settlement thereof, whether or not he is a member of the Council or officer at the time such expenses are incurred, except in such cases wherein such member or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall

apply only when the Council approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such member or officer may be entitled.

ARTICLE V

OPERATION OF THE PROPERTY

1. Common Expenses. Common expenses, in general, shall include the costs of maintenance, repair or replacement of the common elements and the expenses of administration and management, including, among other things, management fees, casualty and liability insurance premiums and the fees and disbursements of the Insurance Trustee, service contracts and employee salaries. The common expenses may also include such amounts as the Council may deem proper for the operation and maintenance of the Condominium, including, without limitation, an amount for working capital, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the common expenses for any prior year. The common expenses may also include such amounts as may be required for the purchase or lease by the Council or its designee, corporate or otherwise, on behalf of all Co-Owners of any unit in the Condominium whose owner has elected to sell or lease such unit or of any unit which is to be sold at a foreclosure or other judicial sale.

2. Determination of Common Expenses and Fixing of Common Charges. At each annual meeting, the Council shall fix and determine the amount deemed necessary to provide for the costs of administration and common expenses in the then current year, and shall assess said amount against all units in the Condominium in accordance with their individual percentage interests as set forth in paragraph FOURTH of the Declaration.

3. Notification of Common Charges. The Council shall advise all Co-Owners, promptly, in writing, of the amount of common charges payable by each of them, respectively, and shall furnish copies of each budget on which such charges are based, to all Co-Owners and to their mortgagees.

4. Lien for Common Expenses. Each Co-Owner is obligated to pay the charges levied and assessed against his unit for payment of common expenses, and such amount shall constitute a lien against said unit from the date of assessment until the date of full payment. At the option of the Council, said amount shall be made payable in advance, in monthly, quarterly or other convenient installments. Interest on such amounts may be charged as permitted by the Unit Property Act.

The lien hereinabove set forth shall be inferior only to general and special assessments for real estate taxes and deeds of trust, mortgages, or other encumbrances recorded prior to the date of assessment of said lien, or recorded after receipt of a written statement from the Council that the payments on said lien were current as of the recordation date of such deed of trust, mortgage instrument or other encumbrance.

5. Payment of Lien After Transfer. Responsibility for payment of liens after transfer of a unit shall be governed by the applicable provisions of the Unit Property Act and the Declaration. No Co-Owner shall be liable for the payment of any part of the common charges assessed against his unit subsequent to a sale, transfer or other conveyance by him (made in accordance with the provisions of this Code) of such unit. In addition, any Co-Owner may, subject to the terms and conditions specified in this Code, provided that his unit is free and clear of liens and encumbrances other than a permissible first mortgage and the statutory lien for unpaid common charges, convey his unit to the Council, or its designee, corporate or otherwise, on behalf of all other Co-Owners, and in such event be exempt from common charges thereafter assessed.

6. Default in Payment of Lien. In the event of default in the payment of any one or more installments of the assessments established for the payment of common expenses, the Council may declare any remaining balance of said lien at once due and payable.

The Council shall have the right and duty to take all appropriate actions and steps to collect any assessments which shall remain unpaid for a period of more than thirty (30) days from the due date thereof. The Council may institute a suit to enforce the charges assessed

as provided in § 700.703 of the Unit Property Act without foreclosing or waiving the lien hereinbefore provided.

7. Lien Enforcement. The lien for unpaid assessments may be enforced and foreclosed in such manner as may from time to time be provided by the laws of the Commonwealth of Pennsylvania and by paragraph ELEVENTH and paragraph TWELFTH of the Declaration.

In any action brought by the Council to foreclose a lien on a unit because of unpaid charges, the Co-Owner shall be required to pay a reasonable rental for the use of his unit and the Council as plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Co-Owner whose lien for unpaid assessments is foreclosed upon shall pay all reasonable costs and reasonable attorneys' fees incurred by the Council in foreclosing or otherwise collecting such lien, and the lien shall be enlarged to encumber the property to the extent of such costs and fees as incurred.

8. Restrictions on Use of Units. To assist the Condominium in providing for congenial occupancy and the protection of the value of the units, it is necessary that the Council have the right and authority to exercise reasonable controls over the use of the units.

No elements of the Condominium may be used for any unlawful, immoral or improper purpose, but shall be used solely as single-family residences.

In the use of the elements of the Condominium, Co-Owners shall obey and abide by all valid laws, ordinances and zoning and other governmental regulations affecting the same and all applicable rules and regulations adopted by the Council.

No nuisances shall be allowed on the Condominium property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Condominium by its residents.

The common elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the units. A Co-Owner shall not place or cause to be placed in the public walkways, parking lots or other common areas or common facilities, other than a rear yard to which such Co-Owner has sole access, and other

than the areas designated as storage areas, any furniture, packages or objects of any kind. The public walkways shall be used for no purpose other than for normal transit through them.

The Council shall have an easement to enter any unit to maintain, repair or replace the common elements, as well as to make repairs to units if such repairs are reasonably necessary for public safety or to prevent damage to other units or to the common elements.

No more than ten (10%) percent of all of the total number of Units shall be used as an investment property by leasing of said Unit. If the percentage of Units permitted to be leased results in a fraction, the number of permitted Units shall be rounded up to the nearest whole number.

Any owner of a Unit leasing said Unit in compliance with the Declaration and Code of Regulations as of the date of the adoption of the Amendment to the Code of Regulations, may continue to lease said Unit unless that Unit Owner sells the Unit to a person or persons who will immediately reside in the Unit as of the date of possession of that Unit and will not lease that Unit. In the event that Unit is sold to such a person or persons, said Unit shall not be leased by the subsequent Owner unless the total number of leased Units is less than ten (10%) percent of all of the total number of Units.

Any Co-Owner not leasing his or her Unit as of the date of the adoption of this Amendment or any Unit Owner whose Unit is not covered by the provision of the immediately preceding paragraph, must submit a written request to the Condominium on a form provided by the Condominium for said purpose. The Condominium shall accept the form during its normal business hours and it shall immediately note the date, and time of receipt of said form. The Condominium shall then determine whether the Co-Owner is permitted to lease the Unit by reviewing the total number of Units leased and determine if that total is in excess of ten (10%) percent of the total number of Units. If the total number of Units being leased is less than ten (10%), the Co-Owner shall be permitted to lease said Unit. If the total number of Units is equal to or greater than ten (10%) of the total number of Units, the Unit Owner shall not be permitted to lease said Unit. The Condominium must notify the Co-Owner whether that Unit is authorized to be leased within the ten (10) days of date of receipt of the lease form. However, any Co-Owner who is denied permission to lease the Unit in accordance with the terms herein, shall be placed on a waiting list with priority to be determined by the date and time of receipt of the lease form. If a Co-Owner is on the waiting list at the time the Co-Owner sells his or her interest in the Unit, the Unit shall be removed from the waiting list and the subsequent Co-Owner shall be required to obtain a new priority by submitting the lease form, unless the current Co-Owner submits a written statement to the Condominium prior to closing indicating the purchaser's intention to lease said Unit once authorization to lease that unit is received from the Condominium.

The Owner of a Unit authorized to lease said Unit, may lease that Unit for a period of not less than twelve (12) months provided that (i) a fully conformed copy of said lease or renewal thereof shall be delivered to the council within ten (10) days of execution; and (ii) any such lease shall be subject to and consistent with the provisions of the Declaration and this Code, as the same may be amended from time to time, and with the Rules and Regulations of the Condominium as may be promulgated from time to time; and (iii) that the council shall have the power to terminate such lease and/or to bring summary proceedings to evict tenant in the name of the landlord thereunder in the event of a default by the tenant in the performance of such lease or violation of the Declaration, Code or Rules and Regulations.

9. Abating and Enjoining Violations by Co-Owners. Failure to comply with this Code and with such rules governing the details of the use and operation of the property and the use of the common elements as may be in effect from time to time and with the covenants, conditions and restrictions set forth in the Declaration or in deeds of units or in the Declaration Plan shall be grounds for an action for the recovery of damages or for injunctive relief, or both, maintainable by any member of the Council on behalf of the Council or the unit owners or, in a proper case by, an aggrieved unit owner or by any person who holds a mortgage lien upon a unit and is aggrieved by any such noncompliance. In addition to such rights, the Council shall have the right to enter the unit in which or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the Co-Owner at fault, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board shall not thereby be deemed guilty in any manner of trespass, or other civil or criminal violation.

10. Maintenance and Repair. Each Co-Owner shall be responsible for the care, upkeep, protection and maintenance of his unit, except to the extent that

the obligation therefor is imposed on the Council by Article III, section 2(a) of this Code. His responsibility shall include, but shall not be limited to, the following: the interior surfaces of the walls, floors and ceilings; kitchen and bathroom fixtures, appliances and equipment; refrigerator, range and air conditioning unit, and those parts of the plumbing, lighting, heating and air conditioning systems which are wholly contained within his unit or which serve only his unit and no other. Every Co-Owner must perform promptly all maintenance and repair work within his own unit which, if omitted, would affect the Condominium in its entirety or in a part belonging to other Co-Owners, and every Co-Owner shall be expressly responsible for any damages and liabilities suffered by other Co-Owners or by the Council resulting from or caused by said Co-Owner's failure to maintain or repair as herein provided. Each Co-Owner shall perform his responsibility in such manner as shall not unreasonably disturb or interfere with the other Co-Owners.

Each Co-Owner shall promptly report to the Council or its agent any defect or need for repairs, the responsibility for the remedying of which is with the Council. A Co-Owner shall promptly reimburse the Council for any expenditures incurred in repairing or replacing any common area and facility damaged through his fault. The costs of any such repairs shall constitute a lien against such Co-Owner which shall be subject to the same terms and conditions set forth in Article V, paragraph 4, 5, 6 and 7.

11. Alterations, Additions and Improvements. Whenever in the judgment of the Council, the common elements shall require additions, alterations or improvements costing in excess of \$50,000, and the making of such additions, alterations or improvements shall have been approved by a majority of the votes of the Condominium and by those mortgagees holding mortgages constituting first liens upon 10 or more units, the Council shall proceed with such additions, alterations or improvements and shall assess all Co-Owners for the cost thereof as a common charge. Any additions, alterations or improvements costing \$50,000 or less may be made by the Council without approval of the Co-Owners or any mortgagees of units and the cost thereof shall constitute part of the common expenses.

No Co-Owner shall make any alterations to any portion of the Condominium property which is to be maintained by the Council or remove any part or portion

thereof; nor shall any Co-Owner make any additions thereto or do any thing which would or might jeopardize the soundness or safety of the structure; nor shall any Co-Owner do any work which would impair any easement or hereditament without the unanimous consent of the Co-Owners affected thereby; nor shall any Co-Owner make any alteration to the water, gas, heating, electrical, plumbing or air conditioning systems, or make any structural addition, alteration, or improvement in or to his unit, without the prior written consent thereto of the Council. The Council shall have the obligation to answer any written request by a Co-Owner for approval of a proposed structural addition, alteration or improvement in such Co-Owner's unit, within thirty (30) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Council to the proposed addition, alteration or improvement. Any application to any municipal department or to any other governmental authority for a permit to make an addition, alteration or improvement in or to any unit shall be executed by the Council only, without however incurring any liability on the part of the Council or any of them to any contractor, subcontractor or material-man 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. The provisions of this paragraph shall not apply to units owned by the Grantor until such units shall have been initially sold by the Grantor and conveyed by Grantor to the purchaser.

Any mechanics' liens arising as a result of repairs to or improvements of a unit by a Co-Owner shall be liens only against such unit. Any mechanics' liens arising as a result of repairs to or improvements of the common elements, if authorized in writing pursuant to a duly adopted resolution of the Council, shall be paid by the Council as a common expense and until so paid shall be liens against each unit in a percentage equal to the proportionate share of the common elements relating to such unit.

All repairs and replacements shall be substantially similar to the original construction and installation.

## 12. Rules of Conduct.

(a) Co-Owners shall exercise extreme care to avoid unnecessary noise or the use of musical instruments, radios, television and amplifiers that may disturb other Co-Owners.

(b) No Co-Owners shall:

- (1) post any advertisements or posters of any kind in or on the Condominium except as authorized by the Council;
- (2) hang garments, rugs, or similar objects from the windows or from any of the facades of the Condominium;
- (3) dust rugs, mops or similar objects from the windows, or clean rugs or similar objects by beating on the exterior part of the Condominium;
- (4) throw garbage or trash outside the disposal installations that may be provided for such purposes;
- (5) act so as to interfere unreasonably with the peace and enjoyment of the Co-Owners of the other units in the Condominium.

(c) Domestic pets may be kept by Co-Owners of units in accordance with regulations therefor to be prescribed by the Council.

(d) Co-Owners are permitted to erect fences enclosing the rear yards which are limited to the use of their respective units, provided that no fence shall be erected forward of the rear line of any building, and that replacement, repair and upkeep of the fence and enclosed grounds is the responsibility of Co-Owners. Any proposed fence must meet with the approval of the Council prior to its erection, and the Condominium also reserves the right to mow lawns and otherwise maintain the rear yards if not enclosed.

(e) No Co-Owner, resident or lessee shall install wiring for electrical or telephone installation, television antennae, machines or air conditioning units, etc., which protrudes through the walls or the roof of the

project or is otherwise visible on the exterior of the project except as authorized by the Council.

13. Restrictions on Use of Common Elements.

Among the Common Elements of the Condominium shall be certain elements which shall be owned in common by all the Co-Owners but which will be intended for the use and benefit only of the unit or units which they serve, without hindering or encroaching upon the rights of other unit owners. Such elements shall be each rear yard, which will be limited to the exclusive use and benefit of the unit behind which it lies, as indicated on the Declaration Plan, and any mechanical utility room which serves more than one unit, in which the Co-Owners served thereby shall have a common and equal, otherwise exclusive, use and benefit. Common fences between any two yards which are restricted to the use and benefit of the units behind which they lie shall be considered party walls and only the Co-Owners of the abutting units shall have a common and equal, otherwise exclusive, use and benefit in the same. The Council shall by resolution establish standards as to the quality, dimensions and appearance of any such walls or fences, or any other walls or fences which a Co-Owner may propose to erect. The Council may by resolution establish additional elements which are intended for the use and benefit of only certain units, including but not limited to parking spaces, and may establish rules and regulations relating to their use.

ARTICLE VI

INSURANCE

1. Authority. The Council shall obtain and maintain casualty and liability insurance under such terms and for such amounts as shall be deemed necessary by the Council or requested from time to time by a majority of the Co-Owners, but not less than that amount required by section 2 of this Article. The premiums for insurance purchased by the Council shall be charged as items of common expense. Such insurance coverage shall provide for the issuance of certificates of insurance and mortgage endorsements to all mortgagees of the units and, if the insurance companies will agree, shall provide that the insurer waives its right of subrogation as to any claims

against the Co-Owners, the Association, the Council, the managing agent, if any, and their respective agents. Such insurance coverage shall be written on the Condominium and shall provide for the insurance proceeds covering any loss in excess of \$30,000.00, to be payable to the Insurance Trustee named, as hereinafter provided, or to its successor, for the benefit of each Co-Owner and his mortgagee according to his individual percentage interest in the Condominium, as set forth in paragraph FOURTH of the Declaration.

Provisions for such insurance shall be without prejudice to the right of each Co-Owner to insure his own unit for his benefit, but such insurance shall not diminish the liability of the insurance carrier with whom contracts of insurance have been made by the Council on behalf of all Co-Owners. The Insurance Trustee at the time of the deposit of such policies and endorsements shall first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms of the Declaration and this Code. As used in this paragraph and in the following paragraphs relating to insurance, "mortgagee" includes the holder of a bond or note secured by a deed of trust or mortgage to a unit in the Condominium.

2. Coverage. The Condominium shall be insured against casualty in an amount equal to the maximum insurable replacement value (i.e., 100% of replacement costs) thereof (exclusive of excavations and foundations) as determined annually by the insurance company affording such coverage. The policy shall cover all the improvements on the property except those made by a Co-Owner at his own expense. Such coverage shall afford protection against loss or damage by fire, vandalism, malicious mischief, windstorm, water damage and other hazards covered by the standard extended coverage endorsement, and such other risks as shall customarily be covered with respect to projects similar in construction location and use. Such coverage shall insure the buildings (including all of the units and the bathroom, kitchen and laundry fixtures and equipment initially installed therein by the Grantor together with all air-conditioning, heating and other equipment, but not including furniture, furnishings or other personal property supplied or installed by Co-Owners) and other Condominium property. The Condominium shall be insured against personal injury and property damage in such amounts and in such forms as shall be required by the Council which,

however, in no event shall be less than \$300,000 with respect to any individual and \$1,000,000 with respect to any one accident or occurrence and \$50,000 with respect to any claim for property damage. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Association as a group, the Council and each individual Co-Owner. Workmen's Compensation insurance shall be obtained where necessary to meet the requirements of law. In addition, the Council may obtain such additional insurance coverage as it may in its sole discretion deem advisable and appropriate.

3. Limitations. Any insurance obtained pursuant to the requirements of this Article shall be subject to the following provisions:

(a) All policies shall be written with a company or companies holding a rating of BBB+ or better in *Best's Insurance Guide*.

(b) In no event shall the insurance coverage obtained and maintained pursuant to the requirements of this Article be brought into contribution with insurance purchased individually by any of the Co-Owners or their mortgagees, as herein permitted, and any "no other insurance" or similar clause in any policy obtained by the Council pursuant to the requirements of this Article shall exclude such policies from consideration.

(c) All policies shall provide that such policies may not be cancelled or substantially modified without at least thirty (30) days prior written notice to any and all insureds named thereon, including any and all mortgagees.

(d) All policies of casualty insurance shall provide that, notwithstanding any provisions thereof which give the carrier the right to elect to restore or repair damage or reconstruct in lieu of making a cash settlement, such option shall not be exercisable without the prior written approval of the Council (or any Insurance Trustee) and any Mortgagees holding a first lien on 10 or more units or when in conflict with the provisions of this Code or the provisions of the Unit Property Act of the Commonwealth of Pennsylvania.

(e) All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Co-Owners, the Association, the Council, the managing

agent, if any, and their respective agents, employees or invitees, and of any defenses based upon co-insurance or invalidity arising from the acts of the insured.

(f) Each of the policies of insurance obtained by the Council shall contain provisions (i) that they may not be cancelled, invalidated, or suspended on account of the conduct of one or more of the individual Co-Owners; (ii) that they may not be cancelled, invalidated or suspended on account of the conduct of any officer or employee of the Council without a prior demand in writing that the Council cure the conduct of such officer or employee with appropriate time to effect such cure; and (iii) if the Council fails to cure the conduct of an officer or employee within the allotted time, the policies may still not be cancelled or substantially modified without at least ten (10) days prior written notice to all of the insureds, including all mortgagees, and Co-Owners.

4. Individual Policies. Any Co-Owner of a unit (including the holder of any mortgage thereon) may obtain additional insurance (including a "condominium unit-owner's endorsement" for improvements and betterments to a unit made or acquired at the expense of the Co-Owner) at his own expense. Such insurance should contain the same waiver of subrogation provisions as that set forth in section 3(e) of this Article. It is recommended that each Co-Owner in the project obtain, in addition to the insurance hereinabove provided to be obtained by the Council, a "Tenant's Homeowners Policy," or equivalent, to insure against loss or damage to personal property used or incidental to the occupancy of the unit, additional living expense, vandalism or malicious mischief, theft, personal liability and the like. Such policy should include a "condominium unit-owner's endorsement" covering losses to improvements and betterments to the Condominium unit made or acquired at the expense of the Co-Owner.

No Co-Owner shall maintain insurance coverage which will tend to decrease the amount which the Council may realize under any insurance policy which it may have in force at any particular time; the Council may require that each Co-Owner shall file with the Council a copy of each individual policy of insurance purchased by the Co-Owner within thirty (30) days after its purchase; the Council may also require that each Co-Owner shall notify the Council of all improvements made by him to his unit having a value in excess of \$1,000.00.

5. Insurance Trustee. So long as the Grantor continues to be the owner of 25 units or more units in the Condominium, it shall have the right to designate the Insurance Trustee who shall be compensated by a reasonable fee to be mutually agreed upon between the Trustee and the Council, which fee shall be included in the common expenses of the Condominium. At such time as the Grantor shall no longer own 25 or more units in the Condominium, then the Council shall have the right to designate the Insurance Trustee and all parties beneficially interested in such insurance coverage shall be bound thereby. The Insurance Trustee shall at all times be a bank or trust company authorized to do business in the Commonwealth of Pennsylvania.

All insurance policies purchased by the Council shall be for the benefit of the Association, each Co-Owner and his mortgagee, as their respective interests may appear, and shall provide that all proceeds payable as a result of casualty losses shall be paid to the Insurance Trustee, except that if the net proceeds are \$30,000 or less, they shall be payable directly to the Council. All policies shall provide that adjustment of loss shall be made by the Council with the approval of the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums, nor for the renewal of the policies, nor for the sufficiency of coverage, nor for the form or content of the policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Association and the Co-Owners and their respective mortgagees, in shares equal to the aforementioned individual percentage interest of each Co-Owner, but such shares need not be set forth upon the records of the Insurance Trustee. Nor shall the Insurance Trustee have any obligation to inspect the property to determine whether a loss has been sustained or to file any claim against any insurer or any other person.

6. Destruction, Restoration or Distribution.

(a) Except as hereinafter provided, damage to or destruction of one or more of several buildings which comprise the Property shall be promptly repaired and restored by the Council using the proceeds of insurance held by the Council or the Insurance Trustee, if any, for

that purpose, and the Co-Owners directly affected thereby shall be liable for assessment for any deficiency in proportion to their respective undivided ownership of the common elements: Provided, however, that if there is substantially total destruction of one or more of several buildings which comprise the Property, or if seventy-five per cent of the Co-Owners directly affected thereby duly resolve not to proceed with repair or restoration, then, and in that event, the salvage value of the property or of the substantially destroyed building or buildings shall be subject to partition at the suit of any Co-Owner directly affected thereby, in which event the net proceeds of sale, together with the net proceeds of insurance policies held by the Council or the Insurance Trustee, if any, shall be considered as one fund and shall be divided among all the Co-Owners directly affected thereby in proportion to their respective undivided ownership of the common elements, after discharging, out of the respective shares of Co-Owners directly affected thereby, to the extent sufficient for the purpose, all Mortgages and other liens against the units of such Co-Owners.

(b) Any reconstruction or repair shall be substantially in accordance with the original plans and specifications under which the Condominium was originally constructed.

(c) Encroachments upon or in favor of units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis for action by the Co-Owner upon whose property such encroachment exists, provided that such reconstruction was substantially in accordance with the plans and specifications under which the Condominium was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the buildings stand.

(d) The Insurance Trustee may rely upon a certificate of the Association or the Council which certifies whether or not the damaged property is to be reconstructed or repaired. The Association or the Council, upon request of the Insurance Trustee, shall deliver such certificate as soon as practicable.

(e) If the damage is only to those parts of one unit for which the responsibility of maintenance and repair is borne by the Co-Owner, then the Co-Owner shall be responsible for reconstruction and repair after

casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

7. Covenants for Benefit of Mortgagees. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the Co-Owner entitled thereto, after first paying or making provision for the payment of the expenses of the Insurance Trustee, in the following manner:

(a) If the damage for which the proceeds were paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere provided. After defraying the cost of the repair or restoration, all remaining proceeds shall be payable to the Co-Owners and mortgagees, if any, entitled thereto. This covenant is for the benefit of any mortgagee of a unit and may be enforced by him.

(b) If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed pro rata to the Co-Owners entitled thereto as specified in paragraph 4(a) of this Code, after first paying off, out of the respective share of each Co-Owner, to the extent sufficient for that purpose, all liens, including without limitation mortgage liens and liens for failure to pay assessments, on the unit of each such Co-Owner. Remittance to a Co-Owner and his mortgagee shall be payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by him.

(c) In making distribution to Co-Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association or Council as to the names of the Co-Owners and their respective shares of the distribution. Upon request of the Insurance Trustee, the Association or Council shall deliver such certificate forthwith. The Insurance Trustee shall not incur any liability to any Co-Owner, mortgagee or other person for any disbursements made by it pursuant to and in accordance with any such certificate or written authorizations.

(d) All insurance policies shall continue in force for ten (10) days following notice to the mortgagee of cancellation by either the company or the insured.

(e) The Council shall notify: (i) the mortgagee of a unit whenever damage to the unit covered by the mortgage exceeds \$1,000; and (ii) all mortgagees whenever damage to the common elements exceeds \$10,000.

8. Assessments and Disbursements.

(a) Immediately after a casualty causing damage to property for which the Council has the responsibility of maintenance and repair, the Council shall obtain reliable and detailed estimates of the cost to place the damaged property in as good a condition as it was before the casualty. Such costs may include professional fees and premiums for such bonds as the Council desires. If the proceeds of insurance are not sufficient to defray such estimated costs, a special assessment shall be made against all the Co-Owners in proportion to their aforementioned individual percentage interests in sufficient amounts to provide funds to pay the estimated costs. If at any time during reconstruction and repair, or upon completion of reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all the Co-Owners in proportion to their individual percentage interests in sufficient amounts to provide funds for the payment of such costs.

(b) Any and all disbursements of funds, whether such funds consist of insurance proceeds, special assessments, sales proceeds, or any combination thereof, to be made by the Insurance Trustee for any purpose whatsoever, shall be made pursuant to and in accordance with a certificate of the Association or the Council.

(c) The balance of any funds remaining after payment of all costs of reconstruction and repair shall be distributed jointly to the Co-Owners and their mortgagees who are the beneficial owners of such funds, subject to the rights of mortgagees holding a first lien on said Co-Owners' units.

(d) Each Co-Owner shall be deemed to have delegated to the Council his right to adjust with insurance companies all losses under policies purchased by the Council subject to the rights of mortgagees of such a Co-Owner.

ARTICLE VII

MORTGAGES

1. Notice to Council. A Co-Owner who mortgages his unit, shall notify the Council of the name and address of his mortgagee and shall file a conformed copy of the bond or note as the case may be and the mortgage with the Council; the Council shall maintain such information in a book entitled "Mortgages of Units."

2. Notice of Unpaid Common Charges. The Council whenever so requested in writing by a mortgagee of a unit, shall promptly report any then unpaid common charges due from, or any other default by the owner of the mortgaged unit.

3. Notice of Default. The Council shall give written notice to a Co-Owner of any default by the Co-Owner in the performance of any obligations under the Act, the Declaration, or this Code, and shall send a copy of such notice to each holder of a mortgage covering such unit whose name and address has theretofore been furnished to the Council, if such default is not cured within thirty (30) days.

4. Examination of Books. Each Co-Owner and each mortgagee of a unit shall be permitted to examine the books of account of the Condominium at reasonable times on any business days.

5. Mortgagee. As used in this title and generally in this Code, the term "mortgagee" includes any lender whose indebtedness is secured by a Deed of Trust or Mortgage recorded among the Land Records of York County, Pennsylvania.

ARTICLE VIII

NOTICE

1. Manner of Notice. Whenever any notice is required to be given under the provisions of applicable

statutes or of the Declaration or this Code to any mortgagee, Council member or Co-Owner, it shall not be construed to require personal notice, but such notice may be given in writing, by mail, by depositing the same in a post office or letter box, in a post-paid sealed wrapper, addressed to such mortgagee, Council member or Co-Owner at such address as appears on the books of the Condominium, and such notice shall be deemed to be given at the time when the same shall be thus mailed.

2. Waiver of Notice. Whenever any notice is required to be given under the provisions of the statutes or of this Code, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto.

#### ARTICLE IX

##### AMENDMENT OF CODE OF REGULATIONS

This Code may be amended by the affirmative vote of Co-Owners representing at least 75 percent of the total votes in the Condominium, at a meeting of the Association called for that purpose; provided, however, that no amendments affecting express rights of any mortgagees shall be valid unless they are approved in writing by the mortgagees. No amendments to this Code shall become effective until recorded among the land records of York County, Pennsylvania. Any mortgagee shall be entitled to written notification of any amendment of this Code of Regulations thirty (30) days prior to the effective date of such amendment.

#### ARTICLE X

##### EMINENT DOMAIN

Whenever all or a part of the common elements shall be taken, injured or destroyed by eminent domain, each Co-Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto, but in any proceeding for the determination of damages, such damages shall be determined for such taking, injury or

destruction as a whole and not for each Co-Owner's interest therein. After such determination each Co-Owner shall be entitled to a share in the damages in the same proportion as his individual interest in the common elements, subject to the rights of the mortgagee holding a first lien on each Co-Owner's unit.

## ARTICLE XI

### COMPLIANCE, CONFLICT, AND MISCELLANEOUS PROVISIONS

1. Compliance. This Code of Regulations is set forth in compliance with the requirements of the Unit Property Act of the Commonwealth of Pennsylvania (referred to herein as the "Act").

2. Conflict. This Code is subordinate and subject to all provisions of the Declaration and to the provisions of the Act. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as they are defined to have in the Declaration or the Act. In the event of any conflict between this Code and the Declaration, the provisions of the Declaration shall control; and in the event of any conflict between the Declaration and the Act, the provisions of the Act shall control.

3. Severability. This Code is set forth to comply with the requirements of the Commonwealth of Pennsylvania. In case of any of the provisions of this Code are in conflict with the provisions of any of its statutes, the provisions of the statutes will apply. If any provisions of this Code or any section, sentence, clause, phrase, or word, or the application thereof in any circumstance is held invalid, the validity of the remainder of this Code, shall not be affected thereby and to this end, the provisions hereof are declared to be severable.

4. Waiver. No restriction, condition, obligation or provision of this Code shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

5. Captions. The captions contained in this Code are for convenience only and are not a part of this Code and

are not intended in any way to limit or enlarge the terms and provisions of this Code.

6. Gender, etc. Whenever in this Code the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

MAIL TO L.F. GRIFFIN  
138 E. MARKOT ST.  
YORK, PA.

of York, }  
66B page 406  
the 26th of December 1972  
Allen H. Smith  
Recorder of Deeds

