

DECLARATION OF
OXFORD COMMONS CONDOMINIUMS

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DECLARATION OF
OXFORD COMMONS CONDOMINIUMS

THIS DECLARATION is made this 17 day of September, 1996, by PLUM CREEK VILLAGE ASSOCIATES, INC., a Delaware corporation (hereinafter referred to as "Declarant"). The Declarant is hereby creating Oxford Commons Condominiums.

W I T N E S S E T H:

WHEREAS, the Declarant is the owner in fee simple of the tract of land located in the Borough of New Oxford, Adams County, Pennsylvania;

WHEREAS, by this Declaration, Declarant intends to submit said land and the improvements thereon erected, together with the easements, rights and appurtenances belonging thereunto to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. § 3101 et seq. for the purpose of creating Oxford Commons Condominiums.

NOW, THEREFORE, Declarant does hereby declare on behalf of itself, its successors, grantees and assigns as follows:

Section 1. Definitions and Terms. The following terms, when used in this Declaration and in other instruments constituting the Condominium Documents, are defined as follows:

"Act" means the Uniform Condominium Act of Pennsylvania, 68 Pa. C.S. § 3101 et seq.

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

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

"Association" means the Unit Owners Association of the Condominium which shall be known as the "Oxford Commons Condominiums Association."

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

"By-Laws" means the governing rules and regulations adopted by the Association pursuant to § 3302 of the Act for the administration, regulation and management of the Property,

including such amendments thereto as may be adopted from time to time.

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

- (a) The Land and all portions of the Buildings and Property which do not comprise part of any Unit.
- (b) The foundations, structural systems, perimeter walls, non-load bearing walls and partitions not located within any Unit, roofs and floors when part of the structural systems, pipe, conduit and wire chases and the partitions enclosing same when located within a Unit not served by the enclosed system, frames, tracks and sills of windows and exterior doors within an Unit, except for the Unit-side surface thereof.
- (c) Decks, porches and air conditioner pads, subject, however, to an easement for the exclusive use by the Unit assigned such Common Element on the Declaration Plan.
- (d) Yards, landscaped and planted areas, walkways, sidewalks, fences, driveways, parking areas and lighting facilities not located within any Unit.
- (e) All portions of the Land and Buildings thereon and all personal property utilized for the management, operation and maintenance of the Property.
- (f) All central services and utility installations, including water, natural gas, sewer, electric, telephone, cable television and other utility lines, meters, pipes, conduits and associated equipment and facilities which serve the Common Elements or serve more than one Unit or both.
- (g) All other apparatus and installations existing or intended for the common use of all Unit Owners.
- (h) All other elements of the Buildings and other improvements necessary for their existence, management, operation, maintenance, upkeep, and safety, or normally in common use.

"Common Element Interest" or "Common Element Percentage Interest" means the fraction or percentage of undivided interest in the Common Elements and in the Common Expenses of the

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

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

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

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

"Common Receipts" means:

- (a) Assessments and other funds collected from Unit Owners; and,
- (b) Receipts designated as common by or pursuant to the Condominium Documents or the Act.

"Condominium" means Oxford Commons Condominiums.

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

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

"Declarant" means PLUM CREEK VILLAGE ASSOCIATES, INC., a Delaware corporation, his heirs and assigns.

"Declaration" means this instrument as amended or supplemented from time to time.

"Declaration Plan" means the plan of survey and drawings of the Property as more fully described in Section 9 of this Declaration and made a part hereof, as said Plan may be amended and supplemented from time to time.

"Executive Board" means the Executive Board of the Association whose members shall be natural persons of the number stated in the Bylaws who are residents of the Commonwealth of Pennsylvania and who shall manage the operation and affairs of the Condominium and the Property on behalf of the Unit Owners in compliance with and subject to the provisions of the Act.

"Land" means the tract of land submitted to the Act by this Declaration described in Exhibit "B" and Section 4 hereof, and all easements, rights, liberties, privileges, hereditaments and appurtenances belonging or appertaining thereof.

"Limited Common Elements" means a portion of the Common Elements allocated by the Declaration or by the operation of § 3202(2) or (4) of the Act for the exclusive use of one or more but fewer than all of the Units.

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

"Material Nature" means:

- (a) Voting Rights.
- (b) Increases in Assessments that raise the previously assessed amount by more than twenty-five (25%) percent, assessment liens, or the priority of assessment liens.
- (c) Reductions in reserves for maintenance, repair, and replacement of common elements.
- (d) Responsibility for maintenance and repairs.
- (e) Reallocation of interest in general or limited common elements, or rights to their use.
- (f) Redefinition of any unit boundaries.
- (g) Convertibility of any unit boundaries.

- (h) Expansion or contraction of the project, or the addition, annexation, or withdrawal of property to or from the project.
- (i) Hazard or fidelity insurance requirements.
- (j) Imposition of any restrictions on the leasing of units.
- (k) Imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit.
- (l) Restoration or repair of the project (after damage or partial condemnation) in a manner other than that specified in the documents.
- (m) Any provisions that expressly benefit mortgage holders, insurers, or guarantors.

"Perimeter Wall" means:

- (a) Any wall dividing a Unit from either another Unit or a Common Element;
- (b) Any exterior wall; or,
- (c) Any interior wall extending into a Unit which is or was a continuation of an exterior wall. The Boundary of each Unit defined by the Perimeter Walls is designated on the Declaration Plan by the term "Title Line."

"Person" means a natural person, corporation, partnership, association, trust or other legal entity or any combination thereof.

"Property" means the Land, Buildings and all other improvements erected or to be erected on the Land, all owned in fee simple, and all easements, rights and appurtenances thereunto belonging, which have been or are intended to be submitted to the provisions of the Act by this Declaration, less such portions of the Withdrawable Real Estate as shall be withdrawn from the Condominium.

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

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

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

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

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

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

Section 2. Submission of Property to Act. Declarant hereby submits the Land described in Section 4 hereof and the Buildings and all improvements erected or to be erected thereon and all easements, rights, and appurtenances belonging or appertaining thereto to the provisions of the Act.

Section 3. Name. The name by which the Property shall be known is Oxford Commons Condominiums.

Section 4. Description of Land. The Land consists of that tract of land described in Exhibit "B" which is attached hereto and made a part hereof, together with the easements, rights and appurtenances belonging thereof.

Section 5. Description of Buildings. The Condominium will initially contain four (4) Buildings as shown on the Declaration Plan; Building No. 1-4, No. 2-3, No. 3-5, No. 4-8. The Buildings are more specifically described in the Declaration Plan.

Section 6. Description of Units; Boundaries.

- (a) Declarant hereby subdivides the Buildings described in Section 5 hereto into twenty (20) Units as shown on the Declaration Plan. Every Unit referred to above, together with its Common Element Interest, shall be a separate parcel of real property. The ownership of each Unit, together with its undivided Common Element Interest, is for all purposes the ownership of real property, subject only to the provisions of this Declaration, the Bylaws

and the Declaration Plan. Each Unit may be owned by one or more Persons in any form of ownership recognized under the laws of the Commonwealth of Pennsylvania, and each Unit Owner of a Unit shall be entitled to the exclusive ownership and possession of each Unit, together with its undivided Common Element Interest, which Unit and Common Element Interest may be sold, conveyed, mortgaged, leased or otherwise transferred in any manner permitted by the laws of the Commonwealth of Pennsylvania. No Unit may be further subdivided.

The Unit Designation, the location of each Unit, its dimensions, the Common Elements to which each Unit has direct access, and other data concerning the Units are shown on the Declaration Plan.

(b) Unit Boundaries. Each Unit consists of:

- (1) The volume of cubicles of space enclosed by and measured vertically and horizontally from the unfinished inner surfaces of the Perimeter Walls, ceilings, floors, and includes the Unit-side surfaces of all exterior doors, windows and vents.
- (2) All interior walls, floors, stairways and other partitions located within the Unit, including the floor space occupied by such interior walls, floors, stairways and other partitions, excepting such interior walls, floors, stairways and other partitions located within a Unit which may comprise part of the Common Elements;
- (3) The decorated inner surface of all walls, ceilings and floors, consisting of paint, plaster, plasterboard, carpet, floor tile or other floor covering, ceiling tile or other ceiling covering and all other finishing materials affixed or installed as part of the physical structure of the Unit, but not part of the structural system of the Building and all immediately visible fixtures, appliances, mechanical and electrical systems and equipment, including, but not limited to, heating and air conditioning units and water heaters installed for the sole and exclusive use of the Unit commencing at the point of disconnection from the structural body of the Building or from the utility lines, pipes or systems serving the Unit;

- (4) No pipes, wires, conduits, or other public utility lines or installations constituting part of the overall utility system, including, but not limited to, sewer pipes, water pipes, cable television cables, electric lines and telephone lines, not designated for the service of any particular Unit nor any of the structural systems or portions of any Building or any other property of any kind which is not removable without jeopardizing the soundness, safety or usefulness of the remainder of any Building shall be deemed to be part of any Unit;
- (5) Each Unit shall be deemed to include within its Boundaries the area described in Paragraphs 1 and 3 of § 3202 of the Act and shall have the benefit of the use of all Limited Common Elements described in Paragraphs 2 and 4 of § 3202 of the Act as designated on the Declaration Plan as being allocated to such Unit.

- (c) Allocation of Limited Common Elements. Portions of the Common Elements are designated on the Declaration Plan as being assigned to a Unit or Units. These Limited Common Elements include, without limitation, decks and porches adjacent to certain Units and air conditioner pads.

Section 7. Unit Deeds. A Unit Deed conveying title to a Unit shall be recorded and shall include the following:

- (a) The name of the Condominium.
- (b) A statement that the Property is located in the Borough of New Oxford, County of Adams and Commonwealth of Pennsylvania.
- (c) A reference to the Declaration and Declaration Plan, including reference to the place where such Documents are recorded.
- (d) The Unit Designation of the Unit conveyed.
- (e) A reference to the last Unit Deed, if any, conveying such Unit, including the reference to the place where the same is recorded.
- (f) The Common Element Interest assigned to the Unit by the Declaration.

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

- (a) The term Common Elements is defined in Section 1 hereof and Common Elements are more particularly described and shown on the Declaration Plan.
- (b) Each Unit has appurtenant and allocated to it a Common Element Percentage Interest as set forth in Exhibit "A" which is attached hereto and made a part hereof.
- (c) The Common Element Interest shall be inseparable from each Unit and any conveyance, lease, devise or other disposition or mortgage or other encumbrance of any Unit shall extend to and include the Common Element Interest, whether or not expressly referred to in any such instrument.
- (d) The Common Elements shall remain undivided and no action for partition or division of any part thereof shall be permitted except as provided by the Act. Common Elements shall not be abandoned, encumbered or otherwise transferred without the unanimous written approval of all Unit Owners and the holders of any liens upon said Common Elements.
- (e) Except as their use may otherwise be limited by the Condominium Documents, each Unit Owner, tenant and occupant of a Unit and the family members, guests, agents and employees of such Unit Owner, tenant and occupant may use the Common Elements in common with all other Unit Owners and tenants and occupants of other Units and their respective family members, guests, agents and employees in accordance with the purposes for which they are intended without hindering or encroaching upon the lawful rights of the other Unit Owners.
- (f) No Unit Owners may exempt themselves from liability with respect to Assessments for Common Expenses by waiver of the enjoyment of the right to use any of the Common Elements or by abandonment of their is Unit or otherwise. Conversely, the Executive Board's responsibility under Paragraph (j) of this Section 8 shall be exercised without discrimination as between the various areas and types of Common Elements.

- (g) The Executive Board and the Executive Boards' agents and employees shall have the irrevocable right and easement to have access to each Unit during reasonable hours (or at any time in the event of an emergency) for the inspection, maintenance, repair or replacement of any of the Common Elements therein or accessible therefrom, to make any additions or improvements to the Common Elements or to abate any violation of laws, orders, rules or regulations of any governmental authorities having jurisdiction thereof.
- (h) The Executive Board shall, if any questions arise, determine the purpose for which a Common Element may be used.
- (i) The maintenance, repair, replacement, cleaning, sanitation, management, operation, and use of the Common Elements and the making of any additions or improvements thereto shall be the responsibility of the Executive Board and shall be carried out as provided in the Bylaws, but nothing herein contained shall be construed so as to preclude the Executive Board from delegating these duties to a manager, agent or other persons.
- (j) The Common Expenses incurred or to be incurred for the maintenance, repair, replacement, cleaning, sanitation, management, operation and use of the Common Elements and the making of any additions or improvements thereto shall be assessed by the Executive Board against; and collected from, the Unit Owners.
- (k) No Unit Owner shall take any action which would alter any of the Common Elements, jeopardize the soundness or safety of the Property or impair any easement without the unanimous consent of the Unit Owners affected thereof.

Section 9. The Declaration Plan. The Declaration Plan shows fully and accurately, among other things, the extent of the property, the location of the Buildings on the Land, the floor plans of the Buildings, the Units, the Common Elements, the Unit Designation for each Unit, the Limited Common Elements and the name by which the Property is known.

The Declaration Plan is to be recorded contemporaneously with the recordation hereof, and is hereby incorporated herein as if fully set forth herein. Any inconsistency between the Declaration and the Declaration Plan in the description of the Units, or of the

Common Elements shall be resolved in favor of the description contained in the Declaration Plan.

Section 10. Administration of the Property; The Association.

- (a) ~~The administration of the Property shall be governed by the Bylaws, and any amendment of a material nature shall be governed by Section 8.4 of the Bylaws.~~
- (b) The first members of the Executive Board specified in Section 21 of this Declaration shall establish and adopt the original Bylaws. Thereafter, no amendment or change to the provisions of the Bylaws shall be effective unless it is adopted at a meeting of the Association by vote of a Majority of Unit Owners.

Section 11. Executive Board

- (a) Subject to the provisions of the Act, this Declaration, or the Bylaws, the Executive Board shall have the power to act on behalf of the Association. The members of the initial Executive Board shall be appointed, removed and replaced from time to time by the Declarant without the necessity of obtaining resignations. The Declarant-appointed members of the Executive Board shall be supplemented and replaced with Unit Owners, other than the Declarant, in accordance with the provisions of Paragraph (b) of this Section 11.
- (b) The transition from Declarant-appointed members of the Executive Board to Unit Owners other than the Declarant shall occur as follows:
- (1) No later than thirty (30) days after twenty-five (25%) percent of the Units are conveyed to Unit Owners other than the Declarant, such Owners other than the Declarant shall elect one (1) Unit Owner, other than the Declarant, who shall supplement the three (3) members of the Executive Board appointed by the Declarant, thereby creating an Executive Board consisting of four (4) members.
 - (2) No later than thirty (30) days after fifty (50%) percent of the Units are conveyed to Unit Owners other than the Declarant, such Owners other than the Declarant shall elect a second Unit Owner, other than the Declarant, who shall supplement the

three (3) members of the Executive Board appointed by the Declarant, thereby creating an Executive Board consisting of five (5) members.

- (3) No later than one hundred eighty (180) days after the conveyance of seventy-five (75%) percent of the Unit to Unit Owners other than the Declarant, the Owners other than the Declarant shall elect three (3) Unit Owners, other than the Declarant to the Executive Board to replace the three (3) remaining Declarant-appointed members.
- (4) In determining whether the period of Declarant control has terminated under Subparagraph (b) (2) of this Section 11, or whether Unit Owners other than the Declarant are entitled to elect members of the Executive Board under Subparagraph (b) (1) of this Section 11, the percentage of Units conveyed shall be presumed to be that percentage which would have been conveyed if all Units the Declarant has built or reserves the right to build in this Declaration were included in the Condominium.
- (5) The Unit Owner members of the Executive Board shall serve until the first regular election of the Executive Board held after the termination of Declarant control under Subparagraph (b) (2) of this Section 11.

Section 12. Duties of the Executive Board. The duties of the Executive Board.

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

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

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

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

The right to cast the votes applicable to a particular Unit shall be established by the record title of such Unit. Thereafter, except as hereinafter provided as to a Unit owned by a husband and wife, (i) if a Unit is owned by more than one individual, the individual entitled to cast the votes for the Unit shall be designated by a certificate signed by all the record Unit Owners of the Unit and filed with the Secretary of the Executive Board; (ii) if a Unit is owned by a corporation, the individual entitled to cast the votes for the Unit shall be designated by a Certificate of Appointment signed by the President or Vice President, under its corporate seal, and attested by the secretary or assistant secretary of the corporation and filed with the Secretary of the Executive Board; and (iii) if a Unit is owned by a partnership, the individual entitled to cast the votes for the Unit shall be designated by a Certificate signed by all partners and filed with the Secretary of the Executive Board.

Any such Certificate shall be valid until revoked or until superseded by a subsequent Certificate or until a change in the ownership of the Unit concerned. A Certificate designating the individual entitled to cast the vote of a Unit may be revoked by any Unit Owner thereof.

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

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

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

Section 16. Assessments and their enforcement.

- (a) The budgets of the Association shall segregate limited Common Expenses from General Common Expenses if, and to the extent, appropriate.
- (b) Except for Assessments under Subsection (c), Common Expenses shall be assessed against all Units in accordance with the Common Expense liability allocated to each Unit in the case of General Common Expenses and in accordance with subsection (c) in the case of special allocation of Expenses. Any past due Assessment or installment thereof shall bear interest at the rate established by the Association not exceeding fifteen (15) percent per year. Assessments shall be assessed against all Units in accordance with their Common Element Interest and each Unit Owner shall be personally liable for the amount so assessed and shall, until fully paid, together with interest thereon at the rate established by the Association, constitute a lien against such Unit enforceable as provided in § 3315 of the Act.
- (c)
 - (1) Any Common Expense associated with the maintenance, repair or replacement of a Limited Common Element shall be assessed in equal shares against the Units to which that Limited Common Element was assigned at the time the expense was incurred.
 - (2) Any Common Expense benefiting fewer than all of the Units shall be assessed exclusively against the Units benefited.
 - (3) The cost of insurance shall be assessed in proportion to risk and the cost of utilities that are separately metered to each Unit shall be assessed in proportion to usage.

- (4) If any Common Expenses is caused by the negligence or misconduct of any Unit Owner, the Association, may assess that expense exclusively against their Unit.
- (d) The Association has a 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 due. The Association's lien may be foreclosed in like manner as a mortgage on the real estate. A judicial or other sale of the Unit in execution of a Common Element lien or any other lien shall not affect the lien of a mortgage thereon, except the mortgage for which the sale is being held, if the mortgage is or shall be prior to all other liens upon the same property. 42 Pa. C.S.A. § 8152(a) (Relating to Judicial Sale As Affecting Lien of Mortgage), and liens for Condominium Assessments created under this Section.
- (e) Fees, charges, late charges, fines and interest charged pursuant to § 3302(a)(10), (11) and (12) (Relating to Powers of Unit Owners Association) of the Uniform Condominium Act of Pennsylvania, and reasonable costs and expenses of the Association, including legal fees, incurred in connection with the collection of any sums due the Association by the Unit Owner or enforcement of the provisions of this Declaration, the Bylaws, and the Rules or Regulations against the Unit Owner are enforceable as Assessments under this Section. If an Assessment is payable in installments and one or more installments is not paid when due, the entire outstanding balance of the Assessment becomes effective as a lien from the due date of the delinquent installment.
- (f) A lien under this Section is prior to all other liens and encumbrances on a Unit except:
- (1) Liens and encumbrances recorded before the recordation of the Declaration.
 - (2) Mortgages on the Unit securing first mortgage holders and recorded before the due date of the Assessment, if the Assessment is not payable in installments, or the due date of the unpaid installment, if the Assessment is payable in installments.

- (3) Liens for real estate taxes, and other governmental assessments or charges against the Unit.
- (g) The Association's lien for Common Expenses shall be divested by a Judicial Sale of the Unit:
-
- (1) As to unpaid Common Expense Assessments made under § 3314(b) of the Pennsylvania Uniform Condominium Act (Relating to Assessments for Common Expenses) that come due during the six (6) months immediately preceding institution of an action to enforce collection of a lien against a Unit by a judicial sale, only to the extent that the six (6) months unpaid Assessments are paid out of the proceeds of the sale.
 - (2) As to unpaid Common Expense Assessments made under § 3314(b) of the Pennsylvania Uniform Condominium Act other than the six (6) months Assessment referred to in Subparagraph (1), in the full amount of these unpaid Assessments, whether or not the proceeds of the judicial sale are adequate to pay these Assessments. To the extent the proceeds of the sale are sufficient to pay some or all of these additional assessments, after satisfaction in full of the costs of the judicial sale, and of the liens and encumbrances of the types described in Paragraph (f) hereinabove, and the unpaid Common Expense Assessments that become due during the six (6) month period described in Subparagraph (1), they should be paid before any remaining proceeds may be paid to any other claimant, including the prior Owner of the Unit.
- (h) Subject to the provisions of Subparagraphs (d) and (e), recording of the Declaration constitutes record notice and perfection of the lien.
 - (i) A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within three (3) years after the Assessments become payable.
 - (j) The Association may bring any action or suits to recover sums for which a lien is created under this Declaration, or take a Deed in Lieu of Mortgage Foreclosure.

notice shall not be deemed a waiver by it of its right nor shall it be deemed to constitute its consent thereto or its agreement to pay for such work. The Unit Owner shall abide by any terms specified by the Executive Board relating to the conduct of such repair work); and,

- (10) To maintain a minimum temperature of fifty-five (55°) degrees in the Unit and to repair or replace at their own expense any damage to the water or sewer pipes in the Unit and to repair or replace at their own expense any damage to the water or sewer pipes by failure to maintain the aforesaid minimum temperature.
- (f) Nothing contained in the Condominium Documents shall be construed so as to impose a personal liability upon the members of the Executive Board or officers of the Executive Board for the maintenance, repair or replacement of any Unit or Common Element.

Section 18. Restrictions and Covenants. (see Exhibit "F")

- (a) General. Every Unit Owner shall, and by his or her acceptance of his or her Unit Deed does covenant, on behalf of themselves, their heirs and their successors and assigns that he will comply strictly with the terms, covenants and conditions set forth in the Condominium Documents, the rules, regulations, resolutions and decisions adopted pursuant thereto, and the Unit Deeds, in relation to the use and operation of the Units, the Common Elements and the Property. Failure to comply with any of the foregoing shall be grounds for an action to recover sums due, for damages, or injunctive relief or any or all of them. Such action may be maintained by an aggrieved Unit Owner or the Executive Board on its own behalf or on behalf of the Unit Owner or the Executive Board on its own behalf or on behalf of the Unit Owners or by any Person who holds a lien upon a Unit and is aggrieved by any such noncompliance. In the case of flagrant or repeated violations by a Unit Owner, they may be required by the Executive Committee to give sufficient surety or sureties for their future compliance with the terms, covenants and conditions set forth in the Condominium Documents, rules, regulations, resolutions and decisions.

(b) Specific Restrictions on Ownership and Use of Units.

- (1) No Unit shall be used for any purpose other than as a residence, nor shall anything be done therein which may constitute a nuisance to the occupants of neighboring Units.
- (2) No advertising signs may be displayed on the Property other than by the Declarant, or as approved by the Executive Board.
- (3) These covenants shall not apply to the business activities of Declarant so long as Declarant owns any Unit.
- (4) No industry, business, trade, occupation or profession of any kind, be it commercial, religious, educational or otherwise, may be conducted, maintained or permitted in any part of the Property. No use or practice shall be permitted on the Property which is a source of annoyance to Unit Owners, or which interferes with the peaceful possession and proper use of the Property by its Unit Owners. All laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

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

Section 19. Mechanics' Liens Against Units. Any mechanics' lien arising as a result of repairs to or improvements of a Unit by a Unit Owner or by the Executive Board shall be a lien only against such Unit. Any mechanics' lien arising as a result of repairs to or improvements of the Common Elements, if authorized in writing pursuant to a duly adopted resolution of the Executive Board, shall be paid by the Executive Board as a Common Expense and until so paid shall be a lien against each Unit in a percentage equal to such Unit's Common Element Interest.

Section 20. Encroachments; Easements.

- (a) In the event that any Unit or any portion of the Common Elements has hitherto encroached upon or hereafter encroaches upon any other Unit or upon any other portion of the Common Elements as a result of settling, shifting or movement of the land or any improvement thereof, deviations arising from the original construction, alterations, repairs or minor additions to any Unit or to any portion of the Common Elements or condemnation or eminent domain proceedings relating to any Unit or any portion of the Common Elements, or, in the event that any encroachment by any Unit or any portion of the Common Elements shall occur as a result of the partial or total destruction of any Unit or any portion of the Common Elements, and of the rebuilding or reconstruction thereof in substantially the same location, a valid easement for any such encroachment and for the maintenance of the same shall exist for so long as the Units and/or Common Elements affected thereby shall stand.
- (b) In interpreting any and all provisions of the Condominium Documents, subsequent Unit Deeds to, and mortgages of, Units, the actual location of the Unit shall be deemed conclusively to be the property intended to be conveyed, reserved or encumbered notwithstanding any minor deviations, either horizontally, vertically or laterally, from the locations as indicated on the Declaration Plan.
- (c) The Units and Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property including, without limitation, the right to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise); electric wires, conduits and equipment and ducts and vents over, under, through along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this subsection, unless approved in writing by the Unit Owner(s) affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existing at the time of first conveyance of the Unit by

the Declarant, or so as not to materially interfere with the use or occupancy of the Unit by its occupants.

- (d) Attached to and made a part of this Declaration as Exhibit "D" is a list of the recording data for recorded easements and licenses appurtenant to or included in which the Condominium is or may become subject.
- (e) Declarant shall have the right to maintain sales offices, managements offices and models throughout the Property. Declarant reserves the right to place models, managements officers and sales offices on any portion of the Common Elements or within unsold Units in such manner, of such size and in such locations as Declarant deems appropriate. Declarant may from time to time relocate models, managements offices and sales offices to different locations within the Common Elements or to other unsold Units and upon relocation may remove all personal property and fixtures therefrom. Declarant may maintain signs on the Common Elements advertising the Condominium. The rights reserved by this subsection shall expire only when the Declarant shall no longer be a Unit Owner.
- (f) The rights and easements provided for in this Section 20 are in addition to and in supplementation of the easements provided for by §§ 3216, 3217 and 3218 of the Act.

Section 21. First Members of the Executive Board. The first members of the Executive Board are _____

Section 22. Gender and Number. The use of the masculine gender in this Declarant shall be deemed to refer also to the feminine gender and the use of the singular shall be deemed to refer also to the plural and vice versa, whenever the context so requires.

Section 23. Termination. The Condominium may be terminated only in accordance with § 3220 of the Act, except as hereinafter provided. Any action to terminate the legal status after substantial destruction or condemnation occurs must be agreed to by the Unit Owners who represent at least eighty (80%) percent of the total allocated votes in the Association, and by eligible mortgage holders who represent at least fifty-one (51%) percent of the votes of the units that are subject to mortgages held by eligible holders. An action to terminate the legal status for reasons other

than substantial destruction or condemnation of the property must be agreed to by eligible mortgage holders who represent at least sixty-seven (67%) percent of the votes of the mortgaged units. Such approval may be implied when an eligible mortgage holder fails to submit a response to any written proposal for an amendment within thirty (30) days after it received proper notice of the proposal, provided that the notice was delivered by certified or registered mail, with a "return receipt" requested.

~~Section 24. Insurance.~~ The Executive Board shall obtain comprehensive public liability and property damage insurance covering liability for loss or damage to persons or property in such amounts and against such risks hereinafter set forth.

(a) The insurance coverage provided for the benefit of Units Owners shall be as follows:

(1) Commencing not later than the time of the first conveyance of a Unit to a person other than the Declarant, the Association shall maintain, to the extent reasonably available:

(i) Property insurance on the Common Elements and Units exclusive of improvements and betterments installed in Units insuring against all risks of direct physical loss commonly insured against. The total amount of insurance after application of any deductibles shall be not less than one hundred (100%) percent of the actual cash value of the insured property exclusive of land, excavations, foundations and other items normally excluded from property policies.

(ii) Comprehensive general liability insurance, including medical payments insurance, in an amount hereinafter set forth, 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.

(2) If the insurance described in subsection (1) is not maintained, the Association promptly shall cause notice of that fact to be hand delivered or sent pre-paid by United States Mail to all Unit Owners. The Association may carry any other insurance it

deems appropriate to protect the Association or the Unit Owners.

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

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

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

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

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

(4) Any loss covered by the property policy under subsection (1)(i) shall be adjusted with the Association but the insurance proceeds for that loss shall be payable to any insurance trustee designated for that purpose or otherwise to the Association and not to any mortgagee or beneficiary under a deed of trust. The insurance trustee or the Association shall hold any insurance proceeds in trust for Unit Owners and lienholders as their interest may appear. Subject to the provisions of subsection (7), the proceeds shall be disbursed first for the repair or restoration of the damaged Common Elements and Units. Unit Owners and lienholders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Common Elements and Units have been completely repaired or restored or the Condominium is terminated as provided in Section 23 hereof.

(5) An insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for their own benefit.

(6) An insurer that has issued an insurance policy under this Section shall issue Certificates or Memoranda of insurance to the Association, and, upon request, to any Unit Owner, mortgagee or beneficiary under a deed of trust. The insurance may not be canceled until thirty (30) days after notice of the proposed cancellation has been mailed to the Association, each Unit Owner and each mortgagee or beneficiary under a deed of trust to whom certificates of insurance have been issued.

(7) Proceeds of insurance policies received by the Association or the Executive Board shall be distributed as follows:

(i) Any portion of the Condominium damaged or destroyed shall be repaired or replaced promptly by the Association, unless:

a) the Condominium is terminated as provided in Section 23 hereof;

b) repair or replacement would be illegal under any state or local health or safety statute or ordinance; or,

c) eighty (80%) percent of the Unit Owners, including every owner of a Unit or assigned Limited Common Element, which will not be rebuilt, vote not to rebuild.

(ii) The cost of repair or replacement in excess of insurance proceeds is a Common Expense.

(iii) If the entire condominium is not repaired or replaced:

(a) the insurance proceeds attributable to the damages to the Common Elements shall be used to restore the damages area to a condition compatible with the remainder of the condominium;

- (b) the insurance proceeds attributable to Units and Limited Common Elements which are not rebuilt shall be distributed to the Owners of those Units and the Owners of the Units to which those Limited Common Elements were assigned; and,
- (c) the remainder of the proceeds shall be distributed to all Unit Owners in proportion to their Common Element Interests. If the Unit Owners vote not to rebuild any Unit, that Unit's entire Common Element Interest, votes in the Association and Common Expense Liability are automatically reallocated as if the Unit had been condemned under § 3107(a) of the Act (Relating to Eminent Domain) and the Association promptly shall prepare, execute and record an amendment to the Declaration reflecting the reallocations.
- (iv) Notwithstanding the provisions of this subsection, § 3320 of the Act (Relating to Termination of Condominium) governs the distribution of insurance proceeds if the Condominium is terminated.

Section 25. Enforcement. The Executive Board or any Unit owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations or liens now or hereafter imposed by the provisions of this Declaration. Failure by the Executive Board or by any Unit Owner to enforce any covenant or restriction herein contained shall in no event constitute a waiver of the right to do so thereafter. Any right of power shall be deemed to be vested in the Executive Board unless expressly stated to the contrary or required by the Act.

Section 26. Amendment of Declaration. Except as otherwise permitted by § 3219 of the Act and the other Sections of the Act referred to therein, this Declaration may only be amended by the vote of not less than sixty-seven (67%) percent of the Unit Owners to whom votes in the Association are allocated at a meeting duly held in accordance with the provisions of the Bylaws.

Section 27. Severability. Any provision of the Condominium Documents which shall be unenforceable or invalid in any jurisdiction shall, as to such jurisdiction, be ineffective to the

extent of such unenforceability or invalidity, without invalidating the remaining provisions of the Condominium Documents, and any such unenforceability or invalidity in any jurisdiction shall not render unenforceable or invalidate such provision in any other jurisdiction.

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

Section 29. Option to Withdraw Real Estate.

- (a) Declarant hereby explicitly reserves an option until the seventh anniversary of the recording of this Declaration to withdraw Withdrawable Real Estate from the Condominium from time to time in compliance with § 3212 of the act without the consent of any Unit Owner or holder of a mortgage on a Unit. This option may be terminated prior to such anniversary only upon the filing by Declarant of an amendment to this Declaration. Declarant expressly reserves the right to withdraw any portion or all of the Withdrawable Real Estate at any time, at different times or in any order without limitation.
- (b) Declarant makes no assurances with regards to the boundaries of those portions of the Withdrawable Real Estate which may be withdrawn from the Condominium nor the order in which Withdrawable Real Estate may be withdrawn. If the Withdrawable Real Estate is withdrawn from the Condominium, no other portion of the Withdrawable Real Estate nor any other real estate must be converted, added or withdrawn as a consequence thereof.
- (c) No Common Element Interest, Common Expense, or votes are allocated to the Withdrawable Real Estate; therefore, there will be no reallocation of these items upon the withdrawal of Withdrawable Real Estate.
- (d) Pursuant to § 3212(c) of the Act, until withdrawal occurs or the period during which withdrawal may occur expires, whichever first occurs, the Declarant is liable for real estate taxes assessed against the Withdrawable Real Estate and all expenses in connection with that real estate. Such taxes shall not be considered common expenses and no other Unit Owner and no other portion of the Condominium shall be subject to claim for payment of those taxes or expenses. To the extent taxes are assessed

or expenses incurred which relate to the Withdrawable Real Estate and other portions of the Condominium, such taxes or expenses shall be allocated between the Condominium and Declarant on an equitable basis.

Section 30. Option to Add Additional Real Estate.

- (a) Declarant hereby explicitly reserves an option until the seventh (7th) anniversary of the recording of this Declaration to add Additional Real Estate to the Condominium from time to time in compliance with § 3211 of the Act, without the consent of any Unit Owner or holder of a mortgage on a Unit. This option to expand may be terminated prior to such anniversary only upon the filing by Declarant of an amendment to this Declaration.
- (b) Declarant expressly reserves the right to add Additional Real Estate at any time, or at different times, in any order, without limitation and without any requirement that any other real estate be added, converted, or withdrawn.
- (c) There are no other limitations in this option to expand the Condominium, except as herein provided.
- (d) Additional Real Estate shall not exceed the area described as such on Exhibit "E" hereto.
- (e) All Buildings and Units built within any such Additional Real Estate will be restricted exclusively to residential use except as otherwise provided in Section 20(e) of the Declaration and § 3217 of the Act and all such Buildings and Units in the Condominium in the terms of architectural style, quality of construction, principal materials employed in construction and size shall be consistent and in conformity with those buildings and units already constructed.
- (f) Any Limited Common Elements created within any Additional Real Estate will be of the same general types and sizes as those within other parts of the Condominium. The proportion of Limited Common Elements to Units created within such Additional Real Estate will be approximately equal to the proportion existing within other parts of the Condominium.
- (g) No assurances are made with regard to:

(i) The other improvements and Limited Elements which may be made or created upon such Additional Real Estate; and,

(ii) The location of any building or other improvements which may be made within such Additional Real Estate.

(h) All restrictions in this Declaration affecting use, occupancy and alienation of Units shall apply to Units created within such Additional Real Estate.

(i) All dimensions, wall and notations on plans and exhibits which relate to Additional Real Estate attached hereto or otherwise herewith are subject to variations or changes of equal or greater dimension.

(j) If Additional Real Estate is added to the Condominium, each Unit thereby created will be entitled to one (1) vote and, consequently, the total number of votes assigned to all Units will increase by the number allocated to the additional Units, and each Units proportionate share as set forth in Exhibit "A" will be reduced to accommodate the additional Units added to the Condominium, i.e., if two (2) additional Units are added, instead of each unit having a 1/20th share, each unit would then have a 1/22nd share.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 18 day of September, 1994.

ATTEST:



DECLARANT

PLUM CREEK VILLAGE ASSOCIATES,
INC., A DELAWARE CORPORATION

BY: Philip R. Garland, President
PHILIP R. GARLAND, President

ACKNOWLEDGEMENT

STATE OF PENNSYLVANIA

:

: SS:

COUNTY OF LANCASTER

:

On this, the _____ day of _____, 19____,
before me, the undersigned officer, personally appeared PHILIP R.
GARLAND, who acknowledged himself to be the President of PLUM CREEK
VILLAGE ASSOCIATES, INC., a Delaware corporation, a corporation,
and that he as such President, being authorized to do so, executed
the foregoing instrument for the purposes therein contained by
signing the name of the corporation by himself as President.

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

Pamela S. Wolf

Notary Public

MCE:

(SEAL)

Notarial Seal
Pamela S. Wolf, Notary Public
Lancaster, Lancaster County
My Commission Expires April 17, 2000

COMMON ELEMENT PERCENTAGE INTEREST
AND COMMON ELEMENT INTERESTS

1. Each Owner of a Unit that is subject to assessment under the terms and conditions of the Declaration for Oxford Commons Condominiums shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any unit that is subject to assessment.
2. Each Unit holds a 1/20th interest in the Common Element Interests of Oxford Commons Condominiums.

ALL THAT CERTAIN lot or tract of land situate on the easterly side of Oxwood Circle in the Borough of New Oxford, Adams County, PA known and numbered as Lot No. 25 as shown on a Subdivision Plan for Oxford Commons recorded in the Office of the Recorder of Deeds in and for Adams County, PA in Plan Book 58, page 41, more fully bounded and described as follows to wit:

BEGINNING at a point on line of lands now or formerly of Round Hill Foods, Inc., said point being a corner of lands now or formerly of Garland Construction, known as Lot No. 24 on a plan of lots for Oxford Commons recorded in the said office in Plan Book 58, page 41A; Thence extending along the aforementioned Lot No. 24, North 29 degrees 52 minutes 53 seconds West 100.52 feet to a point; Thence extending along the southerly right of way line of Oxwood Circle, a cul-de-sac, on a line curving to the left having a radius 60 feet with an arc distance of 301.53 feet to a point; thence on a line curving to the right having a radius of 25 feet with an arc distance of 12.25 feet to a point; thence North 13 degrees 09 minutes 16 seconds West 18.90 feet to a point, at a corner of land now or formerly of Loretta M. Rider, Thence extending along the same North 76 degrees 50 minutes 44 seconds East 188 feet to a point; thence North 13 degrees 09 minutes 16 seconds West 200 feet to a point; Thence North 76 degrees 50 minutes 44 seconds East 12 feet to a point; Thence North 13 degrees 09 minutes 16 seconds West 277.83 feet to a point, Thence extending along a line curving to the left having a radius of 1,450.62 feet, having an arc distance of 280.27 feet with a chord bearing South 64 degrees 43 minutes 37 seconds East to a point; Thence South 34 degrees 19 minutes 08 seconds East 279.69 feet to a point; Thence South 52 degrees 46 minutes 42 seconds West 161.43 feet to a point; Thence South 33 degrees 55 minutes 07 seconds East 60 feet to a point, Thence South 52 degrees 49 minutes 53 seconds West 107.18 feet to a point, Thence South 60 degrees 07 minutes 07 seconds West 738.02 feet to the point and place of BEGINNING

CONTAINING 3.735 Acres +/-

Exhibit "B"

Withdrawable Real Estate

NONE

Exhibit "C"

Recording Data for Recorded Easements and Licenses

1. Rights granted to Manufacturers Light and Heat Corporation as set forth in Misc. Book AA, page 388

2. Rights granted to United Telephone Company of Pennsylvania as set forth in Record Book 681, page 217

3. Public and private rights in and to that portion of the premises lying in the bed of Oxford Circle
4. Easements, restrictions, conditions, set back lines, notes, etc. as shown on Subdivision Plan Book 58, page 41
5. Condominium documents and Declaration plans yet to be recorded

Exhibit "D"

Additional Real Estate

NONE

Exhibit "E"

OXFORD COMMONS CONDOMINIUMS

Specific Restrictions on Ownership and Use of Units.

1. A shed up to 6' x 8' will be allowed with Declarant approval. The shed must meet township or borough zoning rules and regulations. The shed must conform in color and style with the rest of the development and be of uniform design and style of previous approved sheds.

Exhibit "F"

BUDGET NEW OXFORD
PHASE II

Name of Project OXFORD COMMONS
 Type of Project Townhouses
 Address Water Street
 City New Oxford State PA Zip

EXPENSES:

Administrative:
 Office Expense..... 300
 Management Fee..20 units self managed..... -0-
 Legal and Audit..... 500
Operating:
 Electricity..each unit has own porch light..... -0-
 Trash Removal..each unit pays for their own..... -0-
Repairs and Maintenance:
 Snow Removal..... 1,500
 Building..... 500
 Landscaping..grass cutting..... 3,000
Fixed Expenses:
 Insurance..@ 150 per unit..... 3,000
 Additional Reserve..... 500
 TOTAL EXPENSES..... 9,300

REPLACEMENT RESERVES

Estimated	Qty.	Age	Life	Rep. Cost	
Streets	.543 per sq.ft				906
Parking	20,000 sq.ft	0	12	10,869	412
Sidewalks	3,293 sq.ft	0	20	8,233	315
Roof	126	0	20	6,300	566
Paint/Stain		0	3	1,700	

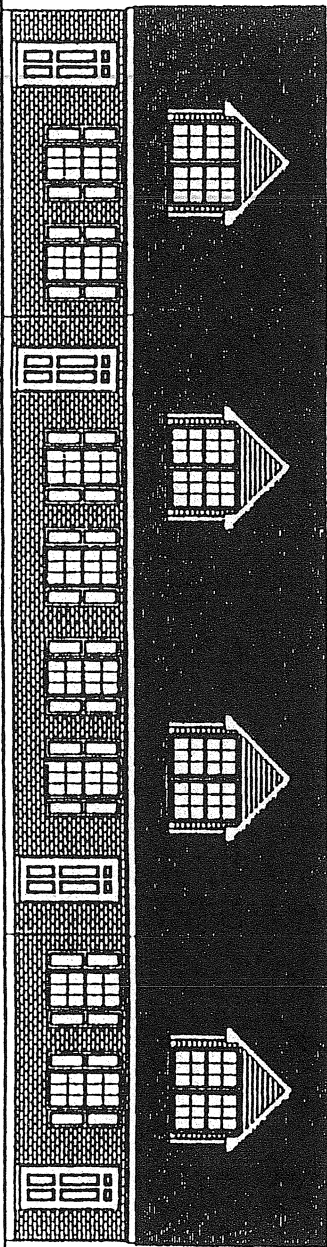
TOTAL REPLACEMENT RESERVES..... 2,199
 TOTAL EXPENSES AND RESERVES..... 11,499

Total Expenses/Reserves 11,499 - 20 Units =
 574.95 - 12 months = 47.91

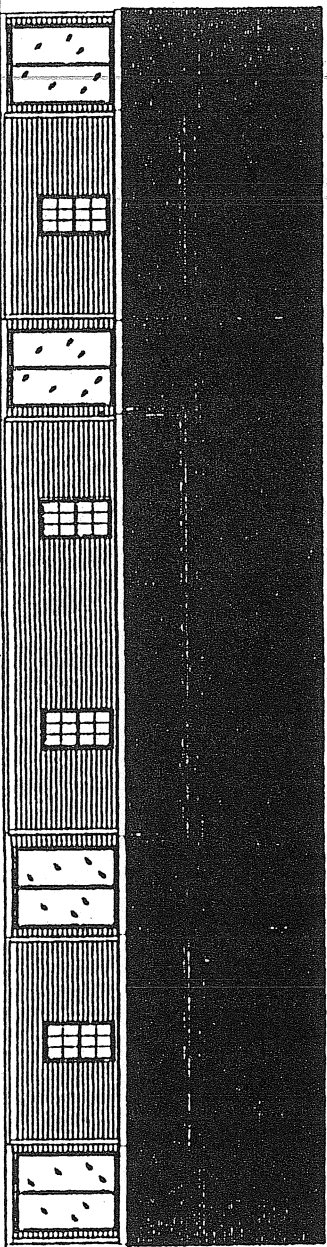
MONTHLY CONDO FEE..... 48

DISCLAIMER:
 ALL DIMENSIONS, WALLS AND NOTATIONS
 SUBJECT TO VARIATIONS OR CHANGES

HOUSE
 GARLAND CONSTRUCTION



FRONT ELEVATION



REAR ELEVATION

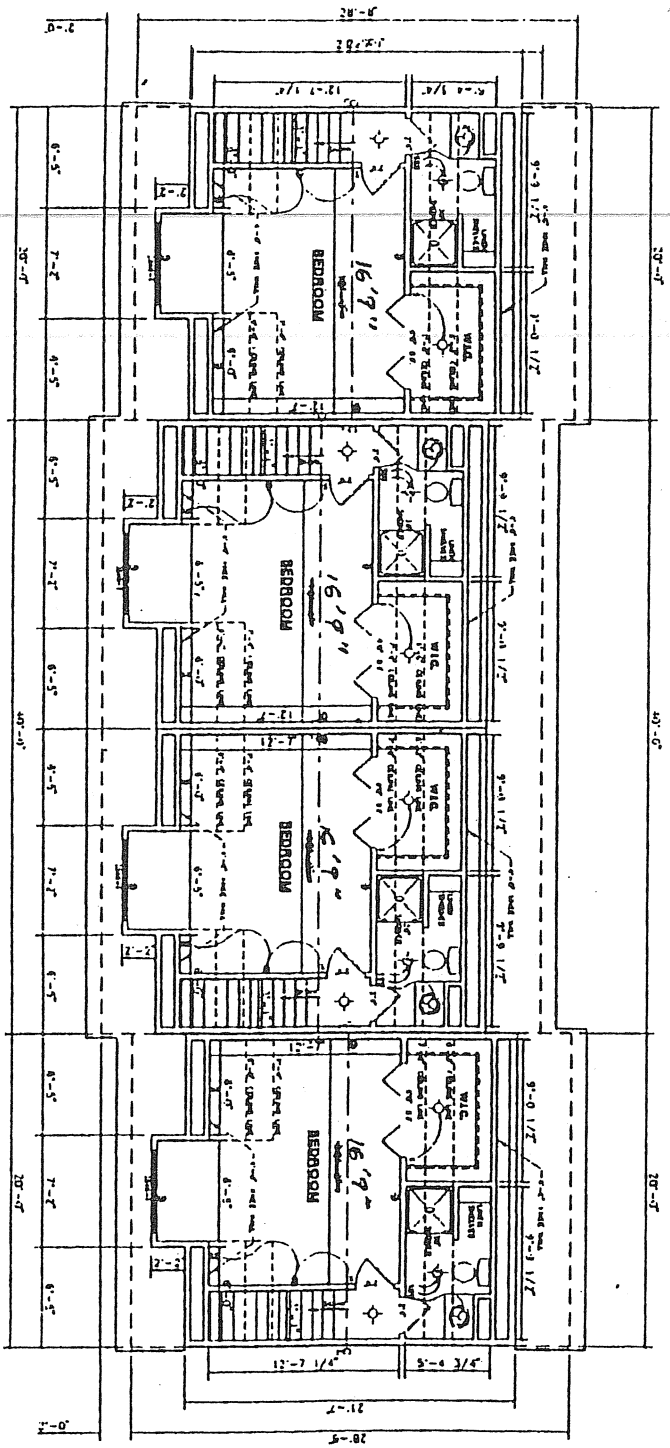
4 PLEX TOWNHOUSE
 FLOOR PLANS & ELEVATION
 NEW OXFORD PHASE II

GARLAND
 CONSTRUCTION

DATE: 11/15/11
 DRAWN BY: [illegible]
 CHECKED BY: [illegible]

DISCLAIMER:
 ALL DIMENSIONS, WALLS AND INDICATIONS
 SUBJECT TO VARIATIONS OF 1/8" MAXIMUM

NOTES:
 1. ALL DIMENSIONS ARE THE CENTERLINE
 UNLESS OTHERWISE NOTED



SECOND FLOOR PLAN

4 PLEX TOWNHOUSE
 FLOOR PLANS & ELEVATION

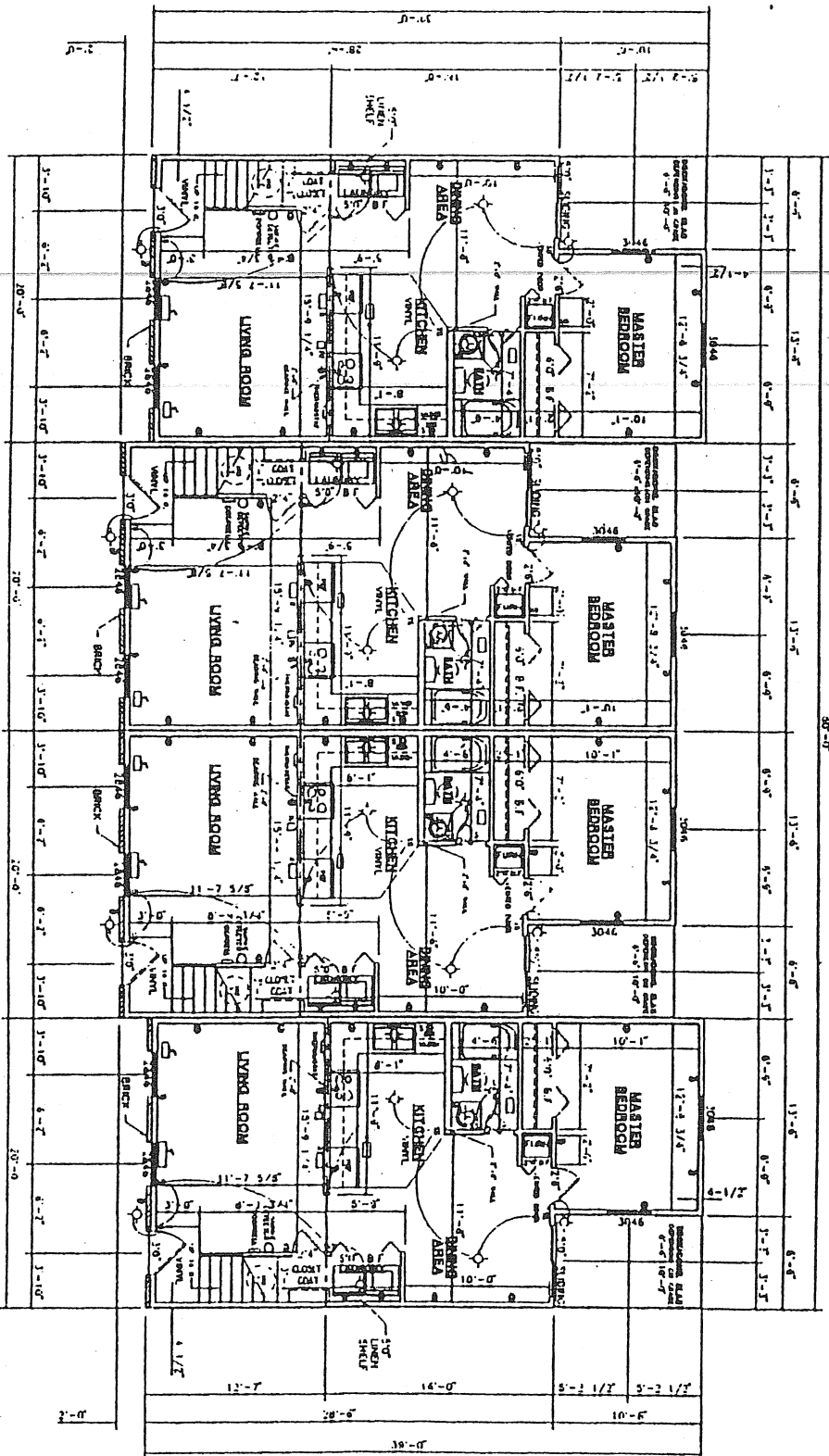
NEW OXFORD PHASE II

Garland
 CONSTRUCTION

DISCLAIMER:
 ALL DIMENSIONS, SHALL BE THE
 OBJECT OF THE CONTRACTOR'S
 RESPONSIBILITY.

NOTE: PLANS ARE THE PROPERTY
 OF GARLAND CONSTRUCTION.

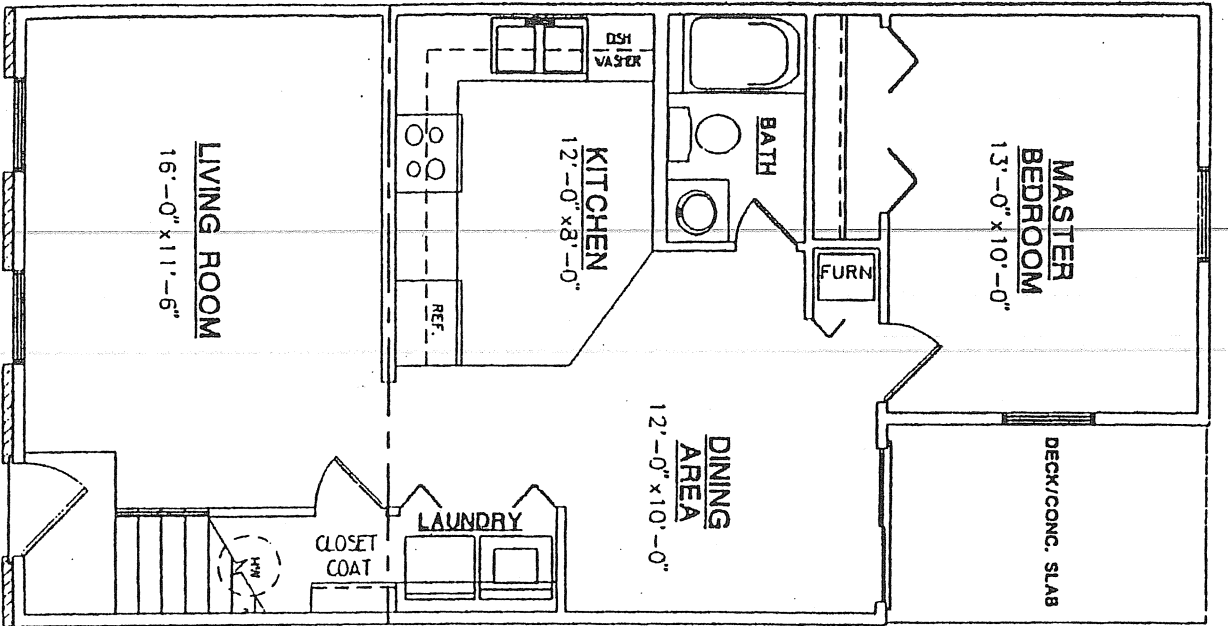
FIRST FLOOR PLAN



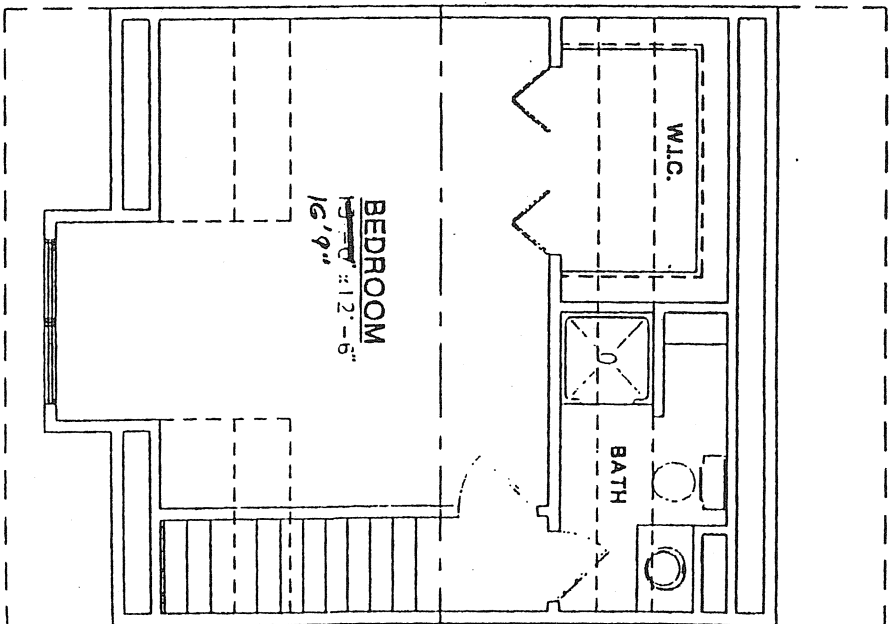
4 PLEX TOWNHOUSE
 FLOOR PLANS & ELEVATION

NEW OXFORD PHASE II

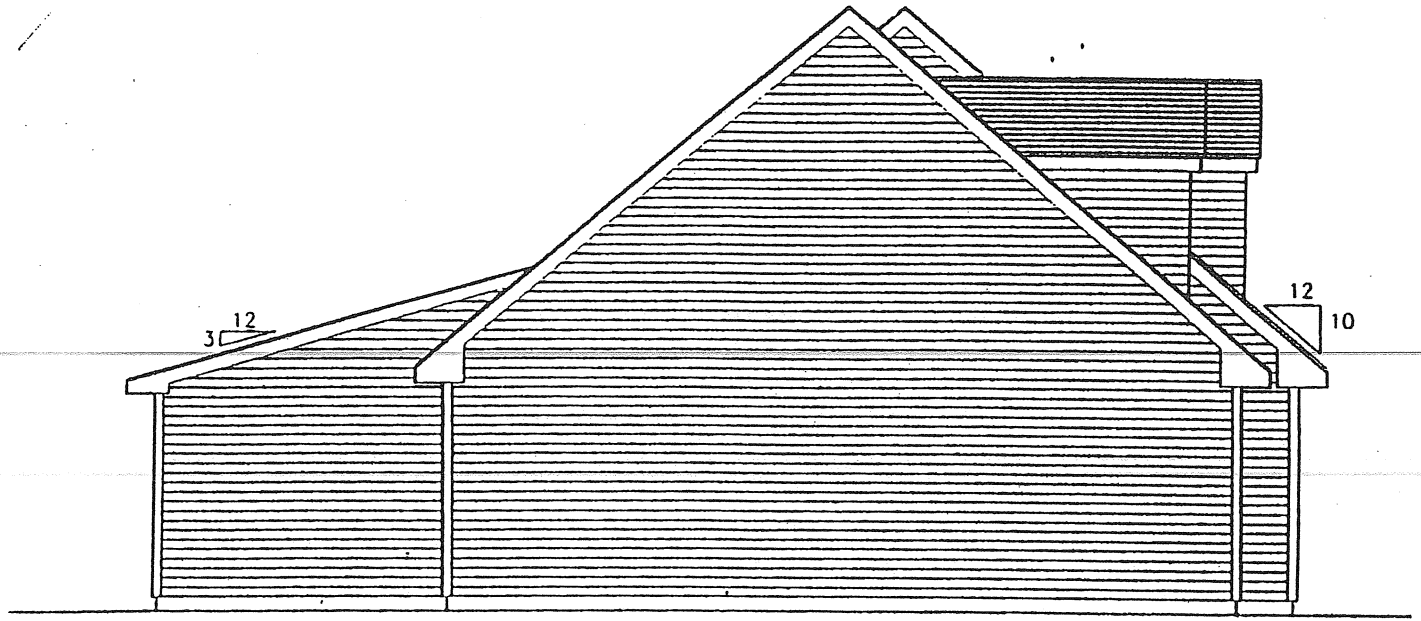
Garland Construction



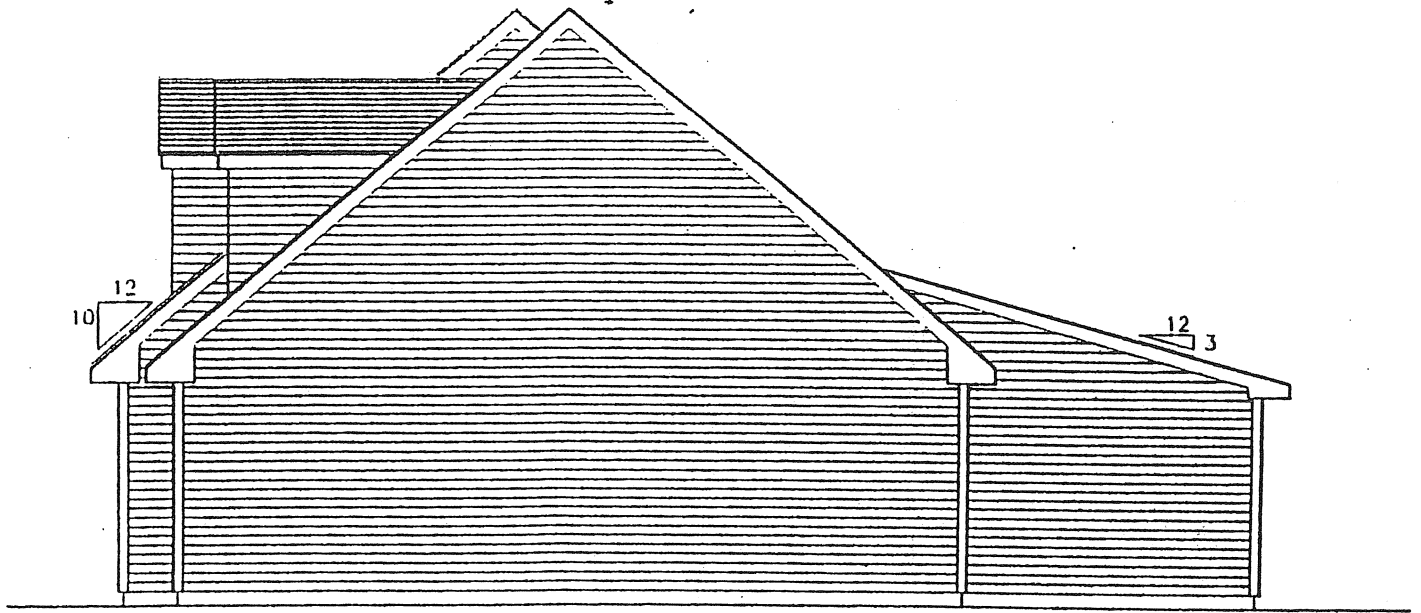
FIRST FLOOR PLAN



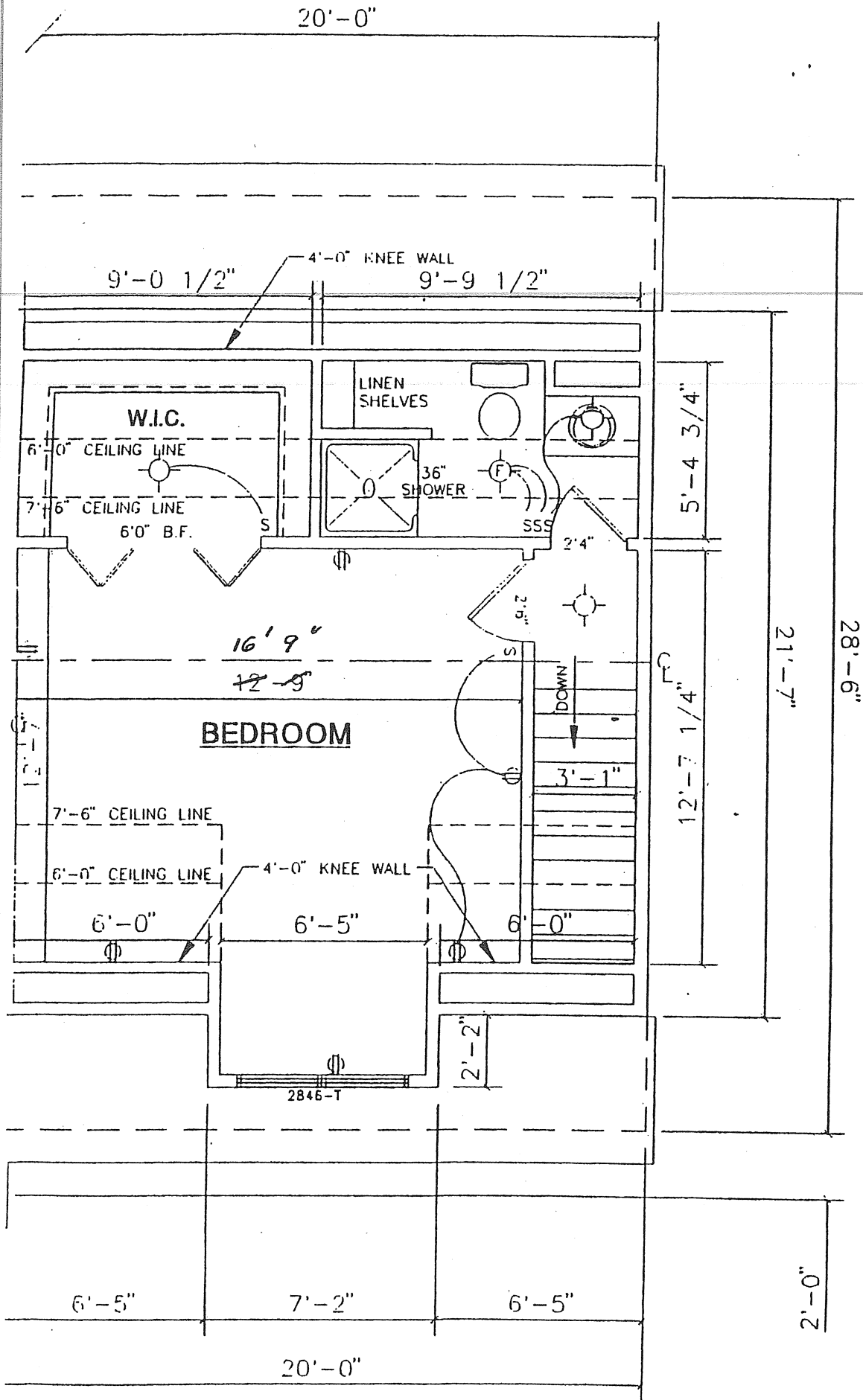
SECOND FLOOR PLAN



LEFT ELEVATION



RIGHT ELEVATION



20'-0"

9'-0 1/2"

4'-0" KNEE WALL

9'-9 1/2"

W.I.C.

6'-0" CEILING LINE

7'-6" CEILING LINE

6'-0" B.F.

LINEN
SHELVES

36"
SHOWER

F

SSS

5'-4 3/4"

16' 9"

~~12-9~~

BEDROOM

DOWN

12'-7 1/4"

21'-7"

28'-6"

7'-6" CEILING LINE

6'-0" CEILING LINE

4'-0" KNEE WALL

6'-0"

6'-5"

6'-0"

2'-2"

2846-T

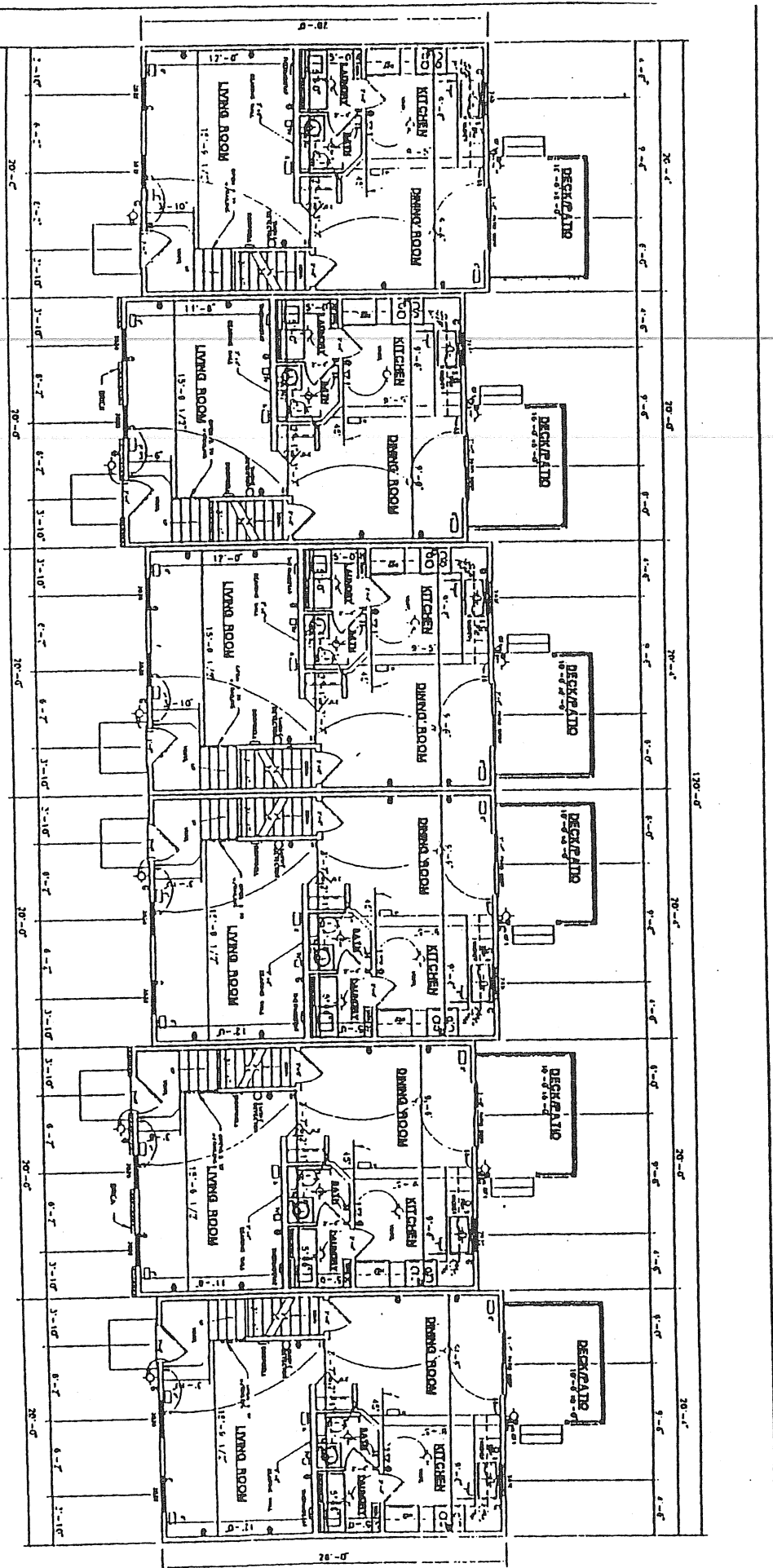
6'-5"

7'-2"

6'-5"

20'-0"

0'-2"

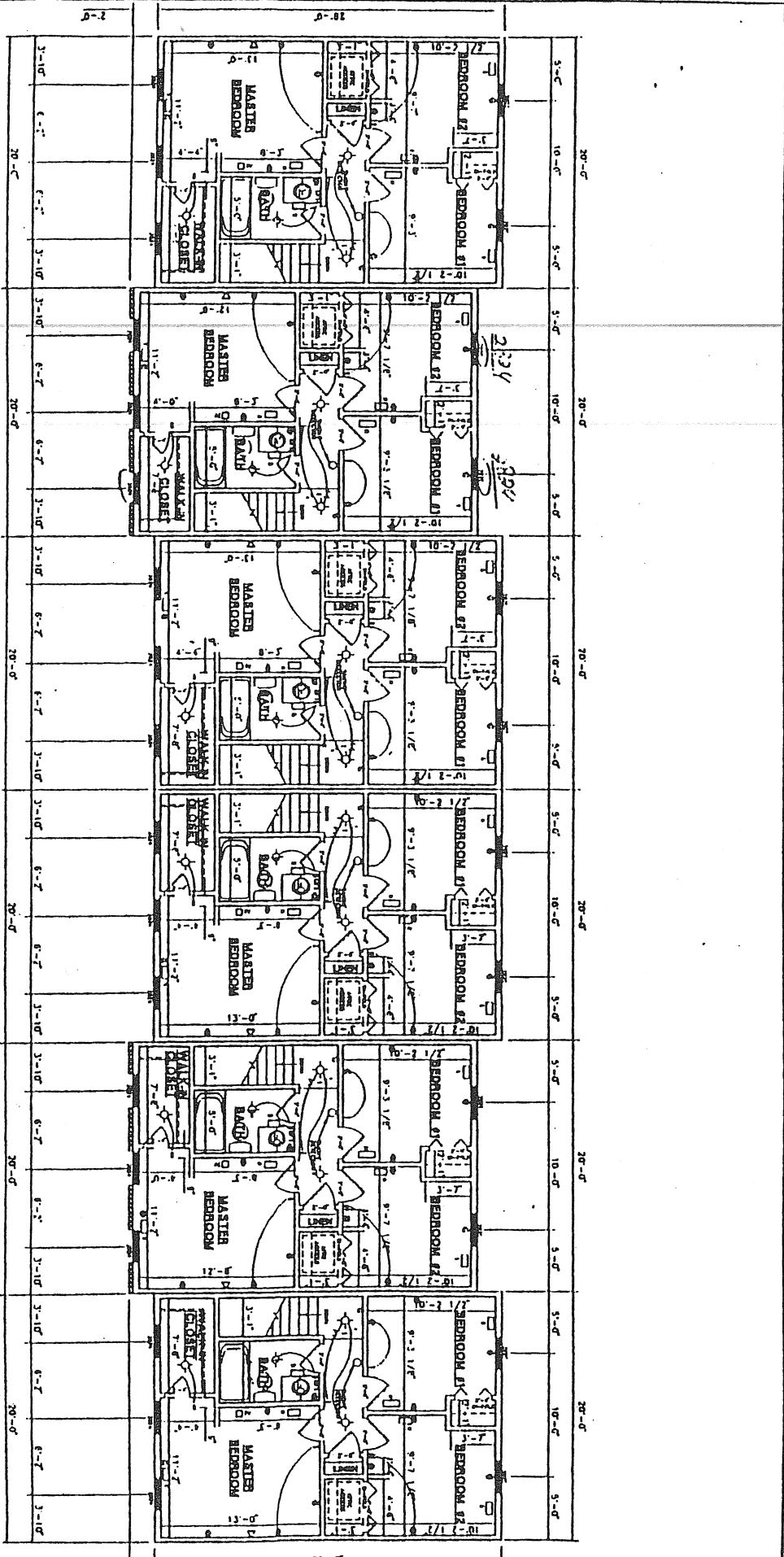


FIRST FLOOR PLAN
ELECTRICAL AND HEATING LAYOUT

6 PLEX TOWNHOUSE
FLOOR PLANS & ELEVATION
NEW OXFORD PHASE II

DATE	1-1-66
BY	J. W. GARLAND
FOR	CONSTRUCTION
NO.	1

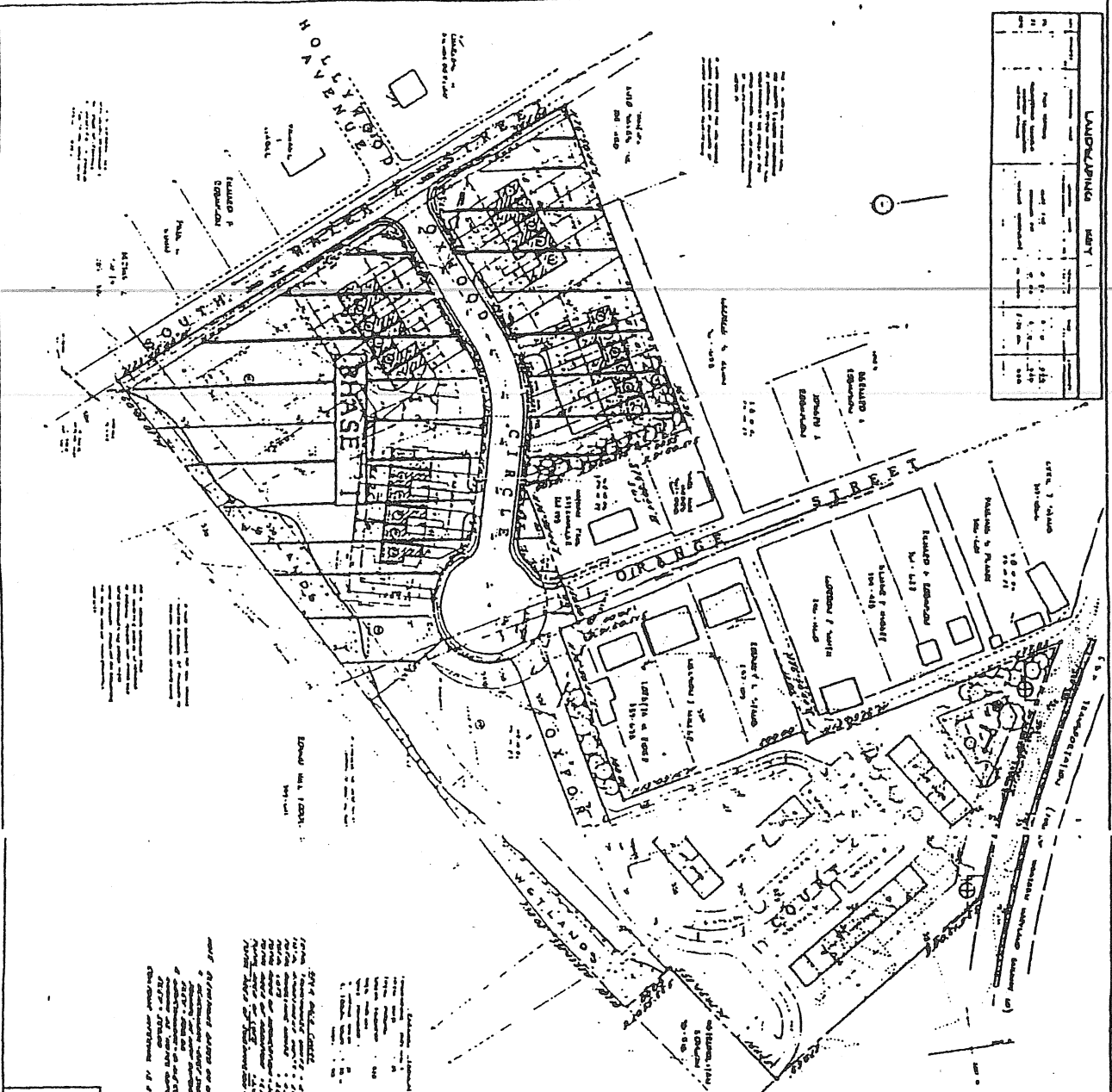
DISCLAIMER
DIMENSIONS WALLS AND NOTATIONS
SUBJECT TO VARIATIONS OR CHANGES OF
THE CONTRACT VALUE



SECOND FLOOR PLAN
ELECTRICAL AND HEATING LAYOUT

SEE WALLS AND NOTATIONS ON DRAWINGS FOR DETAILS OF

6 PLEX TOWNHOUSE FLOOR PLANS & ELEVATION	CARLAND CONSTRUCTION	SHEET NO. 2
OXFORD COMMONS TOWNHOME		DATE: 1/18/12 DRAWN BY: J.C. CHECKED BY: J.C. 120 S. VAN HORN BLVD. #1100 AUSTIN, TX 78748

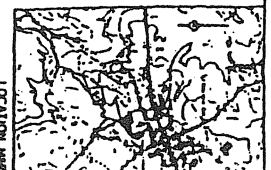


LANDMARKS	
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NOT A CONTRACT. THIS PLAN IS FOR INFORMATION ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED HEREON. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED HEREON.

See Attached Appendix
 L.A. 100-10000
 10-1-194

NOT A CONTRACT. THIS PLAN IS FOR INFORMATION ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED HEREON. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED HEREON.



<p>PROJECT: FINAL SITE OXFORD CO. INC.</p>	
<p>DATE: 10-1-194</p>	<p>SCALE: 1" = 100'</p>
<p>DESIGNED BY: [Signature]</p>	
<p>CHECKED BY: [Signature]</p>	
<p>APPROVED BY: [Signature]</p>	
<p>DATE: 10-1-194</p>	

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