

PORTLAND COURT CONDOMINIUM

DECLARATION

AND

BYLAWS

**Declarant: Robert D. Yentzer and
Keith E. Peifer**

BOOK 363 PAGE 1047

**DECLARATION
EXHIBIT "A"
OF
PUBLIC OFFERING STATEMENT**

AND

**BYLAWS
EXHIBIT "B"
OF
PUBLIC OFFERING STATEMENT**

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DECLARATION

PORTLAND COURT CONDOMINIUM

THIS DECLARATION, made this 9 day of Jan, 1988 ⁹ *KB-102* by Robert D. Yentzer, and Keith A. Peifer, having their principal place of business located at 6402 Carlisle Pike, Mechanicsburg, Cumberland County, Pennsylvania, hereinafter called "Declarant", pursuant to the provisions of Section 3201 of the Uniform Condominium Act, 68 Pa.C.S.A. 3201.

W I T N E S S E T H

ARTICLE I

SUBMISSION AND DEFINED TERMS

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

Section 1.2 Easements and Licenses. Included among the easements, rights and appurtenances referred to in Section 1.1 above are the following recorded easements and licenses and the real estate as submitted:

(a) Subject to setback lines as set forth on Plan dated _____ recorded in the Office of the Recorder of Deeds of Cumberland County in Plan Book _____, Page _____.

(b) Subject to conditions and restrictions set forth on Site Plan (Land Use Development Plan), dated _____, 1988 recorded in the Office of the Recorder of Deeds of Cumberland County in Plan Book _____, Page _____.

Section 1.3 Defined Terms.

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

Section 1.3.2 Definitions. The following terms are used or defined in general terms in the Pennsylvania Uniform Condominium Act and shall have specific meaning herein as follows:

- (a) "Association means the Unit Owners' Association of the Condominium.
- (b) "Building" or "Buildings" means any Building or Buildings included in the Property.
- (c) "Common Expenses" means expenditures made or liabilities incurred by or on behalf of the Association, together with any % allocation of reserves.
- (d) "Condominium" means the Condominium described in Section 1.1 above.
- (e) "Declarant" means the Declarant described in Section 1.1 above and all successors to any Special Declarant's Rights.
- (f) "Declaration" means this document, as may be amended from time to time.
- (g) "Limited Common Elements" means any doorsteps, stoops, porches, patios, decks, courtyards, fences, and all exterior doors, and windows and other fixtures including exterior lighting fixtures, heatpump evaporator/condenser, designed to serve a single Unit, located outside the Unit's boundaries; any chute, flue, chimney, duct, wire, conduit, bearing wall, bearing column or any other fixture lying partially within and partially outside the designated boundaries of the Unit, any portion thereof serving only that Unit. Any patio or porch, whether covered or enclosed, or both, shall be Limited Common Elements.
- (h) "Percentage interest" means the undivided ownership interest in the Common Elements appurtenant to each Unit as set forth in Exhibit "B" attached as the same may be amended from time to time. "Percentage Interest" is calculated on the basis of area of any Unit as it bears in the area of all Units constructed.
- (i) "Permitted Mortgage" means a first mortgage to (i) the Declarant; (ii) the seller of a Unit; (iii) a bank, trust company, savings bank, savings and loan association, mortgage service company, insurance company, credit union, pension fund, real estate investment trust or like institutional investor or lender; and (iv) any other mortgagee approved by the Executive Board. A holder of a Permitted Mortgage is referred to herein as a "Permitted Mortgagee." Notwithstanding the foregoing, a "Permitted Mortgage" shall also mean a purchase money second mortgage from the seller of a Unit and the holder of the purchase money second mortgage shall be a "Permitted Mortgagee."

- (j) "Person" means a natural person, corporation, partnership, association, trust or other entity or any combination thereof.
- (k) "Plats and Plans" means Plats and Plans attached hereto and made part hereof, as the same may be amended from time to time. Plats and Plans are recorded in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania in Plan Book ____, Page ____.
- (l) "Property" means the Property described in Section 1.1 above.
- (m) "Purchaser" means any person, other than Declarant, who by means of a voluntary transfer acquires a legal or equitable interest in a Unit other than a leasehold interest (including renewal options) of less than 5 years or as security for an obligation.
- (n) "Reserved Common Elements" means portions of the Common Elements designated in this Declaration or designated by the Executive Board as such from time to time.
- (o) "Unit" means a Unit, including the detached garage, as described herein and in the Plats and Plans.
- (p) "Unit Owner" means a person who owns a Unit or a person to whom ownership of a Unit has been conveyed. "Unit Owner" does not include a person having an interest in the Unit solely as security for an obligation.
- (q) "Unit Owners' Association" means the organization of the Unit Owners pursuant to Section 3301 of the Act.

ARTICLE II

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

Section 2.1 Percentage Interest. Attached as Exhibit "B" hereto is a list of all Units, by their identifying Numbers and the Percentage interest appurtenant to each Unit. Said Percentage Interest is based on the area of the Units. Declarant reserves the right to modify the area of Units to be constructed.

Section 2.2 Votes and Common Expense Liability. Each Unit shall be allocated the number of votes in the Association equal to the Percentage Interest in the Common Elements as specified in Section 2.1 and Exhibit "B". Voting strength and Common Expense liability shall be as set forth in Exhibit "B" and shall be

reallocated from time to time in accordance with this Declaration.

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

- (a) Upper and Lower (Horizontal) Boundaries: The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the vertical boundaries.
 - (1) Upper Boundary. The horizontal plane of the upper surface of the plasterboard ceiling of the second floor of the Unit.
 - (2) Lower Boundary. The horizontal plane of the top surface of the unfinished concrete floor slab of the first floor.
- (b) Vertical Boundaries: The vertical boundaries of the Unit shall be the vertical planes, extended to an intersection with the upper and lower boundaries, of the Unit-side surface of the exterior walls which do not separate the Unit from any other Unit, including front and back exterior walls, and of the center line of the party walls which separate the Unit from other Units. With regard to the Unit-side surface of the exterior wall, this shall include the lath, wallboard, plasterboard, plaster, paint, tiles, wallpaper, as applicable, but shall not include the studs, exterior sheathing, insulation and the exterior finish of the exterior wall. The exterior walls of all Buildings shall be and remain Common Elements.
- (c) Fireplaces and Chimneys. Fireplaces shall be part of the Unit. That portion of the chimney of each Unit below the upper boundary shall be part of the Unit. That portion of the chimney above the upper boundary shall be a Limited Common Element.

Section 2.4 Maintenance Responsibilities. Notwithstanding the ownership of the various portions of the Common Elements and the Units, by virtue of the foregoing boundary descriptions, Units, and Common Elements shall be maintained and repaired by each Unit Owner and by the Association in accordance with the provisions of Section 3307 of the Pennsylvania Condominium Act, except as expressly set forth to the contrary herein. Maintenance, repair and replacement of Limited Common Elements shall be the responsibility of the Unit Owner. Maintenance and care of the chimney, including that portion of the chimney above the upper boundary shall be the responsibility of the Unit Owner.

Section 2.5 Relocation of Unit Boundaries: Subdivision and Conversion of Units. Relocation of boundaries between Units and

subdivision or conversion of Units shall not be permitted. No Units may be created by subdivision or conversions of Units owned by Declarant pursuant to Section 3215 of the Pennsylvania Uniform Condominium Act unless this Declaration is amended. Declarant may modify the area of any Unit to be constructed in Convertible Real Estate.

ARTICLE III

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

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

Section 3.2 Common Element - Parking Areas. As set forth on the Plats and Plans there are 72 parking spaces located on the Property. These parking spaces are or will be designated as Common Elements. These parking spaces shall not be assigned for the exclusive use of any Unit. These parking spaces are to accommodate parking for visitors, business invitees and other guests of various Unit Owners.

Section 3.3 Designation of Reserved Common Elements. Declarant has not designated any portion of the Property as Reserved Common Elements.

ARTICLE IV

EASEMENTS

Section 4.1 Additional Easements. In addition to and in supplementation of the easements provided for by Section 3.16, Section 3.17 and Section 3.18 of the Pennsylvania Uniform Condominium Act, the following uses are hereby created:

Section 4.1.1 Declarant's Use for Sales Purposes. Declarant shall have the right to maintain sales offices, management offices and models throughout the Property, including Unit or Units

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

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

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

ARTICLE V

AMENDMENT OF DECLARATION

Section 5.1 Amendment Generally. This Declaration may be amended only in accordance with the procedures specified in Section 3.19 of the Pennsylvania Uniform Condominium Act, the other Sections of that Act referred to in Section 3.19 thereof and the expressed provisions of this Declaration.

Section 5.2 Rights of Secured Lenders. Subject to the limitations imposed by Section 3221 of the Pennsylvania Uniform Condominium Act and except as set forth below, no amendment of this Declaration may be made without the prior written approval of all record holders of first mortgages on Units if and to the extent that such approval is required by the Act or if to the extent that such amendment would have the effect of (i) terminating or abandoning the Condominium (except for termination or abandonment as a result of taking of all the Units in eminent domain); (ii) abandoning, encumbering, selling or transferring the Common Elements; (iii) partitioning or subdividing any Unit or Common Elements; or (iv) changing the Percentage Interests of any Unit Owners. Such approval shall not be required with respect to any amendment pursuant to Article VI below. The granting of easements for public utilities or other public purposes consistent with the intended use of the Common Elements shall not be deemed to be a transfer within the meaning of this Section.

ARTICLE VI

USE RESTRICTIONS

Section 7.1 Use and Occupancy of Units and Common Elements. The occupancy and use of the Units and Common Elements, including Limited Common Elements, shall be subject to the following restrictions:

- (a) No Unit shall be used for any other purpose other than a private dwelling for the Unit Owner or Owners and his, her or their immediate family or by a person or person's immediate family to whom the Unit Owner has leased the Unit, subject to the provisions of this Declaration and Bylaws.
- (b) No professional business or home occupation of any nature shall be permitted even if accessory to main residential use of the Unit.
- (c) No Unit Owner nor any occupant of any Unit shall permit or suffer anything to be done or kept upon the Property which will increase the rate of insurance on the Property or the contents thereof, or which will interfere with the rights of the other Unit Owners, annoy them with unreasonable noises or otherwise, nor will any Unit

Owner or occupant of any Unit commit or permit any nuisance or commit or suffer any immoral or illegal act to be committed in or on the Property.

- (d) Each Unit Owner shall maintain his, her or their Unit, and the "courtyard", in good condition, order and repair at the Unit Owner's expense.
- (e) No Unit Owner or any occupant of any Unit shall display, hang, store or use any sign or articles whatsoever outside the Unit, except the use of items of personal property shall be permitted within the courtyard.
- (f) Drapes, curtains or shades will be permitted in accordance with the Rules and Regulations established by the Executive Board.
- (g) No Unit Owner may paint, decorate or otherwise alter or modify in any way the exterior of the Building, including without limitation, the front door of the Unit, or install outside of the Unit any canopy, awning, covering, shutter, radio or television antenna, or other structure or addition of any kind whatsoever without the prior written consent of the Executive Board.
- (h) Trash, garbage and other waste shall be maintained in receptacles located in the courtyard. No article of personal property belonging to any Unit Owner or otherwise shall be stored in the Common Elements or Limited Common Elements, except grills, patio furniture and the like may be stored in the courtyard.
- (i) The Common Elements shall be used only for the furnishing of services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the Units. Unit Owners or occupants of Units shall not place or cause to be placed in the public walkways, parking lots or other Common Elements, any furniture, packages or objects of any kind. Common Elements are not to be used as play areas for children of Unit Owners or for children of occupants of Units or for children of guests or invitees.
- (j) Unit Owners or occupants of Units shall park their vehicles in the provided spaces. Each Unit, whether occupied by Unit Owners or other occupants, shall not have more vehicles than can be stored at one time in the provided spaces. Storing of operational or non-operational vehicles within the Common Elements, to include the designated visitors parking area, is prohibited. Boats, recreational vehicles, trailers and the like shall, not be stored in any parking, . spaces and storage of boats, recreational vehicles, trailers and

the like in the Common Elements, to include designated visitors parking area, is prohibited. Violators will be towed at their expense.

- (k) No animals or poultry of any kind other than domestic household pets shall be kept and maintained on any part of the Property or in any Unit. Dogs and cats may not be kept, bred or maintained for any commercial use or purpose. Permitted domestic household pets must be controlled so that they do not disturb other occupants of the Building or Property. Permitted household pets may not be outside Units or courtyards except when they are on a leash or accompanied by a person. Household Pets may not permanently reside in the courtyard. Pet owners must clean up after their pets.
- (l) No signs shall be erected on the Property, except for the Declarant's rights to maintain directional and promotional signs set forth in Section 4.1.1 and Section 4.1.4 hereof.
- (m) All exterior planting (including flowers) and landscaping in the Common Elements shall be in accordance with Rules and Regulations promulgated by the Executive Board. This restriction does not apply to the courtyards.
- (n) The Executive Board may from time to time promulgate Rules and Regulations, not in conflict with provisions of this Declaration, concerning the use and enjoyment of the Property, subject to the right of the Unit Owners' Association to change such Executive Board Rules and Regulations. Copies of the then-current Executive Board rules and Regulations and any amendments thereto shall be furnished to all Unit Owners and occupants by the Executive Board promptly after the adoption of such Executive Board Rules and Regulations or any amendments thereto.

ARTICLE VII

MORTGAGES

Section 8.1 Permitted Mortgages. A Unit Owner other than Declarant or the Executive Board may not voluntarily encumber or subject his or its Unit to any lien, other than the lien of a Permitted Mortgage. All such Permitted Mortgages and the obligation secured thereby shall be deemed to provide, generally, that the Permitted Mortgage and the rights and obligations of the parties thereto shall be subject to the terms and conditions of the Act and this Declaration and shall be deemed to provide specifically, but without limitation, that the Permitted Mortgagee shall have no right (a) to participate in the adjustment of losses with insurers or in the decision as to whether or how to repair or restore damage to or destruction of the Property, or (b) to accelerate the mortgage or to have any

other remedy by virtue of waste or alleged waste or other conditions occurring anywhere on the Property other than within the affected Unit, and the obligation secured shall be repayable, without penalty, upon the happening of any termination of the Condominium or determination not to restore or replace the affected Unit. No Unit Owner shall deliver any Permitted Mortgage, or any obligation to be secured thereby, unless it has first notified the Executive Board of the name and address of the proposed Permitted Mortgagee and of the amount of the debt proposed to be so secured. When such a Permitted Mortgage is delivered to the Permitted Mortgagee, the Unit Owner shall simultaneously provide executed or conformed copies to the Executive Board. Upon receipt of such copies of a Permitted Mortgage, the Secretary of the Executive Board shall instruct the insurer of the Property to add the name of the Permitted Mortgagee to the mortgagee loss payable provision of the hazard insurance policy covering the Property and to provide such Permitted Mortgagee with a Certificate of Insurance showing that the Permitted Mortgagee's name has been so added. The lien of any purported mortgage which does not comply with all the requirements of this Article VIII shall not attach to or affect the Property or any part thereof or interest therein and shall be of no force and effect as and to the extent that it purports to relate thereto. The Secretary shall maintain a register of such Permitted Mortgages, showing the names and addresses of Permitted Mortgagees and the amount secured thereby.

ARTICLE VIII

LEASING

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

ARTICLE IX

BUDGETS; COMMON EXPENSES; ASSESSMENTS AND APPORTIONMENT

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

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

ARTICLE X

RIGHTS OF PERMITTED MORTGAGEES

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

- (a) Copies of budgets, notice of assessment, or any other notices or statements provided under this Declaration by the Executive Board to the Owner of the Unit covered by the mortgage;
- (b) Any audited or unaudited financial statements of the Executive Board which were prepared for the Executive Board and distributed to the Unit Owners;
- (c) Copies of notice of meetings of the Unit Owners and the right to be present at any such meetings by a designated representative;
- (d) Notice of the decision of the Unit Owners to make any material amendment to this Declaration;
- (e) Notice of substantial damage to or destruction of any Unit, in excess of \$5,000.00 or any part of the Common Elements, in excess of \$10,000.00;
- (f) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Property;

- (g) Notice of any default of the Owner of the Unit which is the subject of the mortgage, where such default is not cured by the Unit Owner within thirty (30) days after said obligation becomes due. Said notice must be sent to the permitted mortgage holder within 60 days of said due date.
- (h) The right to examine the books and records of the Executive Board at any reasonable time;
- (i) Notice of any decision by the Executive Board to hire professional management of the Property.

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

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

ARTICLE XI

DECLARANT'S RIGHTS

Section 12.1 Control.

- (a) Until the sixtieth (60th) day after conveyance of twenty-five (25%) percent of the Units to Unit Owners other than Declarant, not less than twenty-five (25%) percent of the Executive Board shall be elected by Unit Owners other than Declarant.
- (b) Not later than sixty (60) days after conveyance of fifty (50%) percent of the Units to Unit Owners other than Declarant, not less than thirty-three and one-third (33 1/3%) percent of the members of the Executive Board shall be elected by Unit Owners other than Declarant.
- (c) Not later than the earlier of (i) seven (7) years after the date of the recording of this Declaration, or (ii) one hundred eighty (180) days after seventy-five (75%) percent of the Units are conveyed to Unit Owners other than Declarant, all members of the Executive Board shall resign and the Unit Owners (including Declarant to the extent of Units owned by Declarant) shall elect a new five member Executive Board, at least a majority of whom must be Unit Owners.
- (d) In determining whether the period of Declarant's control

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has terminated pursuant to Section 12.1(c) or whether Unit Owners other than Declarant are entitled to elect members of the Executive Board under Section 12.1(a) and Section 12.1(b), the percentage of Units conveyed shall be that percentage which would have been conveyed if all Units Declarant has built or reserved the right to build in this Declaration were included in the Condominium.

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

- (a) Declarant shall have the right at any time to sell, transfer, lease, sublease or relet any Unit which Declarant continues to own after this Declaration has been recorded, without regard to any restrictions relating to sale, transfer, lease, or form of lease, contained herein or in the Bylaws and without the consent or approval of the Executive Board or any other Unit Owner being required.
- (b) Declarant shall have the right to transact on the Property any business necessary to consummate the sale or leasing of Units, including, but not limited to, the right to maintain sales offices, management offices, models, display signs and to use the Common Elements, as herein provided in Section 4.1.1 and Section 4.1.4.
- (c) During the period of time in which the Building and Units are under construction by Declarant and not completed, no Assessment or Common Expenses shall be made against Declarant as the Owner of Units which have not been completed until the completion thereof and the first Unit in any Building has been sold and title thereto transferred to a third party purchaser.
- (d) Declarant shall have the right to modify the area of Units constructed and shall have the right to reallocate the Percentage Interest based on the area of the Units.

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

ARTICLE XII

MISCELLANEOUS

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

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

Section 13.3 Gender. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural and vice versa, whenever the context so requires.

IN WITNESS WHEREOF, the said Developer by its duly authorized officers, have hereunto caused this Declaration to be executed the date and year first-above written.

By

WITNESS:

W. A. B. G.

as to hold

Robert D. Yentzer
Robert D. Yentzer

Keith E. Peifer
Keith E. Peifer

STATE OF PENNSYLVANIA :
COUNTY OF CUMBERLAND : SS:

On this, the 9th day of January,
1989, before me, the undersigned officer, personally appeared
Robert D. Yentzer and Keith E. Peifer, known to me, (or
satisfactorily proven) to be the person(s) whose name(s) are/is
subscribed to the within instruments, and acknowledged that they
executed the same for the purposes therein contained.

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


Nancy L. Hummel
Notary Public

My Commission Expires: 6-1-1992

NOTARIAL SEAL
NANCY L. HUMMEL, NOTARY PUBLIC
CAMP HILL BORO, CUMBERLAND COUNTY
MY COMMISSION EXPIRES JUNE 1, 1992
Member, Pennsylvania Association of Notaries

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EXHIBIT "A"

LEGAL DESCRIPTION OF REAL ESTATE

ALL THOSE CERTAIN two lots of land situate in the Borough of Mechanicsburg County of Cumberland and Commonwealth of Pennsylvania, more particularly bounded and described as follows, to wit:

BEGINNING at a permanent monument at the northeastern corner of the intersection of North York Street fifty (50) feet right-of-way and West Portland Street sixty (60) feet right-of-way; thence along North York Street the following four (4) courses and distances: (1) north 0 degrees 01 minute East a distance of one hundred ninety-four and eighty-one hundredths (194.81) feet to a point: (2) North 0 degrees 56 minutes West a distance of fifty-four and eleven hundredths (54.11) feet to a point: (3) North 02 degrees 12 minutes West a distance of fifty-four and fifty hundredths (54.50) feet to a point; (4) North 01 degree 54 minutes West a distance of twenty-seven and forty-four hundredths (27.44) feet to a point at Elm Road (not open) thence along Elm Road North 74 degrees 44 minutes East a distance of two hundred twenty-six and twenty hundredths (226.20) feet to a point at Lot No. 3 on the hereinafter mentioned plan of lots; thence by Lot No. 3 and Lot No. 1 South 17 degrees 38 minutes 15 seconds East a distance of three hundred twenty and thirty-nine hundredths (320.39) feet to a permanent monument on the Northern side of West Portland Street; thence by West Portland Street South 74 degrees 44 minutes West a distance of three hundred twenty-two and eighty-five hundredths (322.85) feet to a place of BEGINNING

EXHIBIT "B"

PERCENTAGE INTEREST IN COMMON

ELEMENTS AND SCHEDULE OF REALLOCATIONS

PERCENTAGE INTEREST PER UNIT FOR PORTLAND COURT CONDOMINIUMS

Unit #1 - 2.77 % - after completion
Unit #2 - 2.77 % - after completion
Unit #3 - 2.77 % - after completion
Unit #4 - 2.77 % - after completion
Unit #5 - 2.77 % - after completion
Unit #6 - 2.77 % - after completion
Unit #7 - 2.77 % - after completion
Unit #8 - 2.77 % - after completion
Unit #9 - 2.77 % - after completion
Unit #10 - 2.77 % - after completion
Unit #11 - 2.77 % - after completion
Unit #12 - 2.77 % - after completion
Unit #13 - 2.77 % - after completion
Unit #14 - 2.77 % - after completion
Unit #15 - 2.77 % - after completion
Unit #16 - 2.77 % - after completion
Unit #17 - 2.77 % - after completion
Unit #18 - 2.77 % - after completion
Unit #19 - 2.77 % - after completion
Unit #20 - 2.77 % - after completion
Unit #21 - 2.77 % - after completion
Unit #22 - 2.77 % - after completion
Unit #23 - 2.77 % - after completion
Unit #24 - 2.77 % - after completion
Unit #25 - 2.77 % - after completion
Unit #26 - 2.77 % - after completion
Unit #27 - 2.77 % - after completion
Unit #28 - 2.77 % - after completion
Unit #29 - 2.77 % - after completion
Unit #30 - 2.77 % - after completion
Unit #31 - 2.77 % - after completion
Unit #32 - 2.77 % - after completion
Unit #33 - 2.77 % - after completion
Unit #34 - 2.77 % - after completion
Unit #35 - 2.77 % - after completion
Unit #36 - 2.77 % - after completion

BYLAWS

PORTLAND COURT CONDOMINIUMS

MECHANICSBURG BORO

CUMBERLAND COUNTY, PENNSYLVANIA

THESE BYLAWS made this 9 day of Jan, 198⁹, by the undersigned persons constituting all of the members of the first Executive Board of Portland Court Condominiums. KB-mol

ARTICLE I

PLAN OF OWNERSHIP

Section 1. Condominium Submission. The Project, known as Portland Court Condominiums (hereinafter called the "Condominium:), located in Mechanicsburg Boro, Cumberland County, Pennsylvania, has been submitted to the Pennsylvania Uniform Condominium Act by the Declaration to which the Bylaws are appended as a part, and shall be governed by said Declaration and the Bylaws.

Section 2. Applicability. The provisions of these Bylaws are applicable to the Condominium, the Buildings and all improvements and structures heretofore or hereafter constructed thereon, including Units, Limited Common Elements and Reserved Common Elements, if any, as well as all easements, rights or appurtenances thereto belonging and the use, occupancy, sale, lease and all other transfers 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, Plats and Plans, Bylaws and Rules and Regulations issued from time to time governing the details of the use and operation of the Property and all applicable laws of the Commonwealth of Pennsylvania.

Section 3. Personal Application. All present and future Unit 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 these Bylaws and to the Rules and Regulations issued by the Executive Board. Acquisition, rental or occupancy of any of the Units in the Condominium shall constitute an acknowledgment that the said Unit Owner or occupant has accepted and ratified these Bylaws, the provisions of the Declaration and the Rules and Regulations of the Executive Board and will comply with them.

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ARTICLE II

UNIT OWNERS' ASSOCIATION

Section 1. Composition. There is hereby constituted the Unit Owners' Association (hereinafter called the "Association"), which shall be comprised at all times exclusively of the Units Owners or, following termination of the Condominium, of all former Unit Owners entitled to distribution of proceeds under the Uniform Condominium Act, their heirs, successors and assigns. The Association as hereby created shall be an unincorporated association. Declarant or the Unit Owners may organize as a profit or non-profit corporation by amending these Bylaws.

Section 2. Powers of Unit Owners' Association. The Association shall have the specific power granted in Section 3302 of the Uniform Condominium Act, 68 Pa.C.S.A. 3302.

Section 3. Voting and Proxies.

A. Multiple Owners of Units. If only one of the multiple Owners of a Unit is present at a meeting of the Association, he is entitled to cast all of the votes allocated to that Unit. If more than one of the multiple Owners are present, the votes allocated to that Unit may be cast only in accordance with their unanimous agreement. There is unanimous agreement if any one of the multiple Owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Unit.

B. Proxies. Votes allocated to a Unit may be cast pursuant to a written proxy duly executed by a Unit Owner. If a Unit is owned by more than one person, each Owner of the Unit may vote or register protest to the casting of votes by the other Owner or Owners of the Unit through a duly executed proxy. A Unit Owner may not revoke a proxy given pursuant to this Section except by actual notice of revocation to the person presiding over the meeting of the Association. A proxy is void if it is not date or purports to be revocable without notice. A proxy terminates one (1) year after its date unless it specifies a shorter term.

C. Cumulative and Class Voting. There shall be no cumulative or class voting permitted.

D. Units Owned by Association. Not votes allocated to a Unit owned by the Association may be cast.

Section 4. Principal Office. The principal office of the Association and the Executive Board shall be located initially at 6402 Carlisle Pike, Mechanicsburg, 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 Executive Board.

Section 5. Meetings.

A. Annual Meeting. An annual meeting of the Association shall be held each year during the last three months of the calendar year. The meeting shall be held at a time and place designated by the Executive Board. Any officer of the Executive Board shall cause written notice to be hand-delivered or sent prepaid by United States mail, to the mailing address of each Unit or to any other mailing address designated in writing by the Unit Owner of the annual meeting. Said notice shall be not less than ten (10) days nor more than sixty (60) days in advance of the annual meeting. The notice of any annual meeting must state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or Bylaws.

B. Special Meetings. A special meeting of the Association for any purpose or purposes, unless otherwise prescribed by statute, may be called by any officer of the Executive Board and shall be called by any officer of the Executive Board if so directed by Resolution of the Executive Board or upon petition signed by forty (40%) percent 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 the special meeting except as stated in the notice. Notice of the special meeting, to include the content of the notice, shall be the same as required for an annual meeting.

Section 6. Quorum. A quorum of the Association shall be deemed present throughout any meeting of the Association if persons entitled to cast thirty (30%) percent of the votes which may be cast for election of the Executive board are present in person or by proxy at the beginning of the meeting.

Section 7. Association Action. Acts of the Association, including election of members of the Executive Board, except as otherwise specifically provided, shall require the approval of fifty (50%) percent of the votes entitled to be cast by Unit Owners present in person or by proxy at the meeting of the Association at which a quorum is present.

Section 8. Order of Business. The order of business at the annual meeting of the Association or any special meeting shall be as follows:

- A. Calling of the roll and certification of proxies.
- B. Proof of notice of meeting or waiver of notice.
- C. Reading and approval of any unapproved minutes.
- D. Receiving reports of officers.
- E. Receiving reports of committees, if any.

- F. Election of inspector of election, if necessary.
- G. Election of Executive Board members, if necessary.
- H. Old business.
- I. New business.
- J. Adjournment.

At all meetings of the Association, Roberts Rules of Order (Revised) shall be followed.

Section 9. Voting Strength. With respect to the affairs of the Condominium, including the election of the Executive Board members, each Unit shall have the number of votes equal to such Owner or Owners' percentage of ownership of the Common Elements as set forth in Schedule "B" of the Declaration.

ARTICLE III

EXECUTIVE BOARD

Section 1. Number of Members. The affairs of Cumberland Crossing Condominium shall be governed by the Executive Board comprised of two members, initially. the original two members of the Executive Board and their offices are as follows: Robert D. Yentzer, President and Secretary; and Keith E. Peifer, Treasurer.

As specified in Article XII of the Declaration, sixty (60) days after conveyance of twenty-five (25%) percent of the Units to Unit Owners other than Declarant, not less than twenty-five (25%) percent of the Executive Board shall be elected by the Unit Owners other than Declarant. Upon the happening of the foregoing event, the Executive Board will be increased by one (1) member to be elected by Unit Owners other than Declarant. Not later than sixty (60) days after the conveyance of fifty (50%) percent of the Units to Unit Owners other than Declarant, not less than thirty-three and one-third (33 1/3%) percent of the members of the Executive Board shall be elected by Unit Owners other than Declarant. Upon the happening of this event, the Executive Board shall be increased to six (6) members, and a total of two (2) shall be elected by Unit Owners other than Declarant and Declarant shall appoint or reappoint the other four (4) members. Not later than the earlier of (i) seven years from the date of the recording of the Declaration, or (ii) one hundred eighty (180) days after seventy-five (75%) percent of the Units are conveyed to Unit Owners (including Declarant to the extent of the Executive Board shall resign and the Unit Owners (including Declarant to the extent of Units owned by Declarant) shall elect a new five (5) member Executive Board, at least a majority of whom must be Unit Owners. In determining whether the period of Declarant's control has terminated or whether Unit Owners

other than Declarant are entitled to elect members of the Executive Board, the percentage of Units conveyed shall be that percentage which would have been conveyed if all Units Declarant has built or reserved the right to build in the Declaration were included in the Condominiums.

The first members of the Executive Board as appointed by Declarant or their successors, shall serve until all members of the Executive Board are required to resign and a new five (5) member Executive Board is elected, as provided above.

Section 2. Election and Term of Office. So long as Declarant shall have the right to designate three (3) or four (4) members of the Executive Board, as set forth in the preceding Section, all elected members of the Executive Board shall serve a term of one (1) year and shall be elected by the Association at the annual meeting of the Association. Upon resignation of all members of the Executive Board, as set forth in the preceding Section, the five (5) new members of the Executive Board shall be elected for staggered terms. Two (2) members shall be elected for three (3) year terms, two (2) members shall be elected for two (2) year terms and one member shall be elected for a one (1) year term. After the initial election, all terms shall be for three (3) years. All members elected to the Executive Board shall serve until his successor is duly elected or until his death, removal or resignation. An Executive Board member may serve an unlimited number of terms.

Section 3. Compensation. No member of the Executive Board shall receive compensation for his services as a member of the Executive Board, except as provided in Article IV, Section 5 hereof.

Section 4. Resignation and Removal. Any member of the Executive Board may resign from the Executive Board at any time by written notice to the Executive Board. Any member (other than members designated by Declarant, who may be removed and replaced by Declarant at any time and from time to time) may be removed from the Executive Board with or without cause by the affirmative vote of the members of the Association entitled to cast at least seventy-five (75%) percent of the votes of all members of the Association at an annual meeting or special meeting of the Association duly called and held for such purpose. If a member of the Executive Board who is also a Unit owner shall cease being a Unit owner, such member shall be removed from the Executive Board, except that this provision shall not apply to members of the Executive Board designated or appointed by Declarant.

Section 5. Filling Vacancies. Any vacancy or vacancies on the Executive Board caused by death, resignation, removal from office or otherwise, may be filled by the remaining members of the Executive Board at a special meeting duly called for that purpose, the successor to serve the balance of the term so filled; provided, however, that vacancies occurring during the

term of members designated or appointed by Declarant shall be filled by Declarant.

Section 6. Annual Meeting. The Executive Board shall hold an annual meeting within ten (10) days following the annual meeting of the Association for the purpose of electing officers of the Association and for any other purpose which may be required or permitted by law, these Bylaws or the Declaration.

Section 7. Regular Meeting. The Executive Board may hold regular meetings at such time and place as shall be designated by a majority of the Executive Board. Such meetings shall be held at least once every three (3) months and there shall be a meeting of the Executive Board at least thirty (30) days prior to the annual meeting of the Association at which meeting of the Executive Board the budget for the Association shall be adopted for the forthcoming year, subject to approval of the Unit Owners.

Section 8. Special Meeting. Special meetings of the Executive Board may be called by the President and shall be called upon written request of any two (2) members of the Executive Board. The President shall call such meetings not less than five (5) days nor more than ten (10) days after receipt of such request and shall designate the time and place of such meeting. No business shall be transacted at the meeting other than a specified in the notice thereof.

Section 9. Notices. Written notice of the meetings of the Executive Board at least five (5) days but not more than ten (10) days prior to each regular meeting or adjournment thereof and at least three (3) but not more than seven (7) days prior to each special meeting.

Section 10. Waiver of Notice. Before or after any meeting of the Executive Board, whether regular or special, any member may, in writing, waive notice of such meeting. Attendance by a member at any meeting of the Executive Board shall likewise constitute a waiver by him of such notice. If all members are present at any meeting of the Executive Board, no notice of such meeting shall be required and any business may be transacted at such meeting except as prohibited by law, these Bylaws and the Declaration.

Section 11. Quorum. A quorum is deemed present throughout any meeting of the Executive Board if one-half (1/2) of the members of the Board are present at the beginning of the meeting. If at any meeting of the Executive Board, there are less than a quorum present, the members present may adjourn the meeting from time to time, and at any such adjourned meeting at which a quorum is present, any business that might have been transacted at the meeting as originally called may be transacted without further notice to any member.

Section 12. Voting. At all regular and special

meetings of the Executive Board, each member shall be entitled to cast one (1) vote and a majority vote of the Executive Board at any meeting at which a quorum is present shall bind the Executive Board, except as otherwise provided herein.

Section 13. Action by Consent. If all members of the Executive Board shall consent in writing to any action to be taken by the Executive Board, such action shall be as valid an action of the Executive Board as though it had been authorized at a meeting of the Executive Board.

Section 14. Report of the Executive Board. The Executive Board shall present at each annual meeting, and when called for by a vote of the Association at any special meeting of the Association, a full and clear statement of the business and condition of the Condominium.

Section 15. Fidelity Bonds. The Executive Board may require all officers, agents and employees, if any, of the Association handling or responsible for funds to furnish adequate fidelity bonds. The premium on such bonds is deemed to be a Common Expense and shall be paid by the Association.

ARTICLE IV

OFFICERS OF THE ASSOCIATION

Section 1. Principal Officers. The principal officers of the Association shall be President, Secretary and Treasurer. The President shall be a member of the Executive Board, but the Secretary and Treasurer need not be members of the Executive Board. Any officer may succeed himself without limitation and any officer except the President may hold more than one office simultaneously.

Section 2. Election and Term. The principal officers of the Association shall be elected annually by the Executive Board at its annual meeting and they shall hold office for a term of one (1) year and until their respective successors are elected. The Executive Board may appoint such other officers as it deems necessary who shall serve at the pleasure of the Executive Board.

Section 3. Resignation, Removal and Vacancies. Any officer may be removed with or without cause at any regular meeting of the Executive Board, or at any special meeting called for that purpose, upon the affirmative vote for removal of all of the other members of the Executive Board. Any officer may resign at any time by written notice to the Executive Board, such resignation to become effective at the next Executive Board meeting. Any Executive Board member who resigns or who is removed from the Executive Board shall also be deemed to have resigned or have been removed from any office he may have held.

If any office becomes vacant for any reason, the vacancy shall be filled by the Executive Board, the successor to serve the balance of the term so filled.

Section 4. Duties of Officers.

A. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and the Executive Board. He shall have general and active management of the business of the Condominium and shall see that all orders and resolutions of the Executive Board are carried into effect. He shall have the power to execute and deliver deeds, contracts and other instruments in the name of and on behalf of the Association, except as when such documents are required and permitted by law to be otherwise executed and except when the execution thereof shall be delegated by the Executive Board to another officer or agent of the Association.

B. Secretary. The Secretary shall, if he is a member of the Executive Board, in the absence or the disability of the President, perform the duties and exercise the power of the President and shall perform such other duties as the Executive Board may prescribe. If neither the President nor the Secretary is able to act, the Executive Board shall appoint a member of the Executive Board to so do on an interim basis. The Secretary shall attend all sessions of the Executive Board and all meetings of the Association and record or cause to be recorded 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 Executive Board and committees and shall perform such other duties as may be prescribed by the Executive Board. The Secretary shall compile and keep up-to-date at the principal office of the Association, a complete list of Unit Owners and their last known post office addresses. This list shall be opened to inspection by all Unit Owners and other persons lawfully entitled to inspect the same at reasonable hours. The Secretary shall also keep current and retain custody of the Minute Book of the Association, containing minutes of all the annual and special meetings of the Association and all sessions of the Executive Board including resolutions.

C. Treasurer. The Treasurer shall have custody of all funds and securities. The Treasurer shall have responsibility for the Association's funds and securities and shall keep full and accurate accounts of receipts and disbursements and books belonging to the Association and to deposit all monies, checks and other valuable effects of the Association in the name and to the credit of the Association in such depositories as may from time to time be designated by the Executive Board. He shall disburse the funds of the Association as may from time to time be ordered by the Executive Board or by the President, making proper vouchers for such disbursements, and

shall render to the President and the Executive Board at the regular meetings of the Executive Board or whenever they or either of them shall require, an account of his transactions as Treasurer and of the financial condition of the Association. If required by the Executive Board, he shall give a fidelity bond, the premium thereof to be considered a Common Expense, in such sum and with such surety or sureties as shall be satisfactory to the Executive Board 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 on his possession or under his control.

D. Other Offices. Any other officer designated by the Executive Board shall have such duties as may be determined by the Executive Board.

Section 5. Compensation. The officers shall receive no compensation unless such compensation is approved by seventy-five (75%) percent vote of the members of the Association present and voting at an annual or special meeting. Officers shall be entitled to be reimbursed for all expenses reasonably incurred in the discharge of their duties. Any such compensation or reimbursement of expenses shall be a Common Expense.

Section 6. Liability of Executive Board and Officers. Members of the Executive Board and officers of the Association:

A. Shall not be liable to the Unit Owners as a result of their activities as such members or officers for any mistakes or judgment, negligent or otherwise, except for their willful misconduct or gross negligence;

B. Shall have no personal liability in contract to the Unit Owner or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Association in their capacity as such member or officer;

C. Shall have no personal liability in tort to a Unit Owner or any other person or entity directly or imputed, by virtue of acts performed by them or for them, in their capacity as such member or officer;

D. Shall have no personal liability arising out of the use, misuse or condition of the Property, or for which might in any way be assessed against or imputed to them as a result or by virtue of their capacity as such member or officer.

Section 7. Indemnification of the Executive Board and Officers. The Association shall indemnify and hold harmless every Executive Board member and officer of the Association, his heirs and personal representatives, from and against any and all personal liability and all expenses including counsel fees,

incurred or imposed, arising out of or in settlement of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, to which he may be or be threatened to be made a party by reason of his being or having been an Executive Board member or officer of the Association, excepting to the extent that such liability or expense shall be attributable to his gross negligence or willful misconduct. In the event of a settlement, such indemnification shall be provided only if the Executive Board shall have approved such settlement. Such right of indemnification shall not be exclusive of other rights to which such Executive Board member or officer may be entitled. All indemnification paid by the Association and any cost or expenses incurred by the Executive Board or the Association in connection herewith shall be deemed to be a Common Expense; provided, however, that nothing in this Section shall be deemed to obligate the Association to indemnify any Unit Owner who is or has been a member of the Executive Board or officer of the Association with respect to any duty or obligations assumed or liabilities incurred by him under and by virtue of his membership in the Association or his ownership of a Unit.

ARTICLE V

POWERS AND DUTIES OF EXECUTIVE BOARD

Section 1. Powers and Duties. The Executive Board shall have an execute all lawful powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts or things except as by law, the Declaration of these Bylaws are required to be performed by the Unit Owners. Such powers and duties of the Executive Board shall include, but not be limited to, the following:

A. To provide for the acquisition, construction, management, operation, care, upkeep, maintenance, improvement, renovation and replacement of Common Elements, Limited Common Elements and Reserved Common Elements, except to the extent specifically imposed upon the individual Unit Owners.

B. Determination and payment of the Common Expenses of the Condominium. The Executive Board shall have the right to make final determination of any claim or dispute by Unit Owners as to whether any charge or expense applies against the Unit Owner rather than the Common Elements and such determination shall be final, conclusive and binding.

C. Establishment, maintenance and collection and disbursement from assessments and Common Charges received from the Unit Owners, including, without limitation, amounts for working capital to meet operating expenses, a general operating reserve, a reserve fund for capital improvements and replacements and such special assessments as may become necessary to make up any deficit in the Common Charges and assessments and for the

purpose of making disbursements therefrom on behalf of the Executive Board.

D. Employment and dismissal of personnel necessary for the maintenance and operation of the Common Elements and the Condominium.

E. Propose amendments to these Bylaws governing the Operation and use of the Property, subject to the approval of sixty-seven (67%) percent of the Unit Owners present and voting at a duly called meeting.

F. Opening of bank accounts of behalf of the Condominium and designating the signatories required therefor.

G. Purchasing of Units at foreclosure or other judicial sales in the name of the Executive Board or its designee, corporate or otherwise, on behalf of all Unit Owners, and accomplishing any and all actions necessary or incidental thereto.

H. Selling, leasing mortgaging (but not voting the votes appurtenant thereto) or otherwise dealing with the Unit acquired by, and subleasing Units leased by, the Executive Board or its designee on behalf of all Unit Owners.

I. Making all repairs, additions and improvements to or alterations or restorations to the Condominium or to the Property in accordance with the provisions of the Declaration and these Bylaws including those necessitated by damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings.

J. The Executive Board shall have the power to enforce obligations of the Unit Owners, to allocate profits and expenses, and to do anything and everything else necessary and property for the sound management of the Condominium, including the right to bring lawsuits to enforce the Bylaws promulgated by the Executive Board.

K. The Executive Board may, subject to the approval of a majority of the Unit Owners, employ a managing agent or manager for the Condominium at a compensation to be established by the Executive Board, to perform such duties and services as the Executive Board shall authorize. The Executive Board may also employ any other employee or independent contractors to perform duties and services necessary to the operation and maintenance of the Condominium.

L. The Executive Board shall establish Rules and Regulations for the use of the Common Elements and the Reserved Common Elements.

M. The Executive Board shall have the power and duty to obtain and maintain insurance relating to the Condominium.

N. The Executive Board shall have the power and authority to do all acts and any and all things as are necessary or incidental to the implementation, enforcement or furtherance of the terms and provisions of the Uniform Condominium Act, the Declaration and these Bylaws.

Section 2. Delegation of Power. The Executive Board shall not, without the prior approval of a majority of the Unit Owners, delegate any power to any person or managing agent.

ARTICLE VI

COMMON CHARGES, SPECIAL ASSESSMENTS AND RESERVES

Section 1. Common Charges.

A. Each Unit Owner shall pay to the Executive Board a monthly sum, herein referred to as "Common Charges", equal to one-twelfth of the Unit Owner's proportionate share of the sum required or established by the Executive Board to meet the annual Common Expenses and, if imposed by the Executive Board, to establish the operating reserve or a capital improvement or replacement reserve.

B. The Executive Board shall determine the amount of Common Charges annually, but may do so more frequently should circumstances so require. Common Charge assessments shall be made at least annually and shall be based on a budget adopted at least annually by the Unit Owners' Association.

C. Written notice of Common Charges shall be sent to each Unit Owner. No Unit Owner may be exempted from liability for Common Charges or any Special Assessments by waiver of the use or enjoyment of any of the Common Elements or by abandonment of any Condominium Unit.

Section 2. Special Assessments. In addition to the Common Charges authorized above, the Executive Board may levy in any year one or more Special Assessments, applicable to that year only and for the purpose of deferring in whole or in part, the cost of any construction, reconstruction, improvement, unexpected repair or replacement of any capital improvement located on or in the Condominium Property, including the necessary fixtures and personal property related thereto, or for such other purposes as the Executive Board may consider necessary or appropriate.

Section 3. Reserves or Replacements. The Executive Board may establish and maintain a reserve fund for the repair, restoration or replacement of capital improvements by the allocation of payments monthly to such reserve from or any portion of the Common Charges or Special Assessments designated from time to time by the Executive Board, which shall not exceed ten (10%) percent of the aggregate Common Charges or Special

Assessments in any year. Such reserved funds shall be deposited in a special account with a lending institution, the account of which are insured by an agency of the United States of America or may, in the discretion of the Executive Board, be invested in obligations of, or obligations fully guaranteed as to principal by, the United States of America. The reserve or replacement may be expended only for the purpose of effecting the repair, restoration or replacement of the Common Elements and Reserved Common Elements, together with fixtures or equipment associated therewith, or for the contingencies of a non-recurring nature. The amounts allocated to the replacement reserve may be reduced, by appropriate resolution of the Executive Board, when in the discretion of the Executive Board, it is appropriate to do so. The proportionate interest of any Unit Owner in any replacement reserve shall be considered an appurtenance of his Unit and shall not be separately withdrawn, assigned or transferred or otherwise separated from the Unit to which it appertains and shall be deemed to be transferred with the Unit.

Section 4. Nonpayment of Common Charges or Assessments.

A. Any Common Charges or Assessments levied pursuant to the Declaration or these Bylaws or any installment thereof, which is not paid on the date when due, shall be delinquent and shall, together with interest thereon, and the cost of collection thereof, as hereinafter provided, shall become an Association lien against the Unit belonging to the Owner against whom such Common Charges or Assessment is levied. The Association lien may be foreclosed in a like manner as a mortgage on real estate. If an Assessment is payable in installments, the full amount of the Assessment becomes effective as a lien from the time the first installment thereof becomes due.

B. Any Common Charges or Assessments levied pursuant to the Declaration or these Bylaws, or any installment thereof, which is not paid within ten (10) days after it is due shall bear interest from the date due at a rate fixed by the Executive Board not to exceed fifteen (15%) percent per annum. If any Owner shall be in default in the payment of an installment of Common Charges or Assessments, the Executive Board may accelerate the remaining installments upon written notice to the Owner, and the then-unpaid balance of the Common Charges or Assessments for the current year shall come due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the Owner, or ten (10) days after mailing of such notice to the Owner by registered or certified mail, whichever shall first occur.

Section 5. Surplus Funds. Any surplus funds of the Association remaining after payment of Common Expenses and any prepayment of reserves shall be credited to Unit Owners to reduce their future Common Charges.

Section 6. Reserved Common Elements - Common Charges. Any Common Expenses associated with the maintenance, repair or

replacement of a Reserved Common Element shall be assessed in equal shares against the Units benefiting.

Section 7. Reallocation. If Common Expense liabilities are reallocated, Common Charges and any installment thereof not yet due shall be recalculated in accordance with the reallocated Common Expense liabilities.

Section 8. Statement of Unpaid Assessments. The Association shall furnish to a Unit Owner, upon written request, a recordable statement setting forth the amount of unpaid assessments currently levied against his Unit. This statement shall be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Executive Board and every Unit Owner.

ARTICLE VII

ADDITIONS, ALTERATIONS OR IMPROVEMENTS

Section 1. Executive Board. Whenever, in the judgment of the Executive Board, Common Elements shall require additions, alterations or improvements costing in excess of \$10,000.00, said alterations or improvements shall not be made unless they have been approved by the Unit Owners at a meeting at which a quorum is present. When said approval has been obtained, all Unit Owners shall, if necessary, be assessed for the cost thereof as a special Assessment. In the event of an emergency which could cause damage to any Building or Buildings or any part or parts thereof, the Executive Board may expend sums in excess of \$10,000.00 to protect the Building or Buildings or part or parts thereof and the judgment of the Executive Board under those circumstances shall be final.

Section 2. Unit Owners. No Unit Owner shall make any structural addition, structural partition or wall change or structural alteration or improvement in or to his Unit without prior written consent of the Executive Board and, if required in the mortgage documents, the mortgagee of said Unit.

ARTICLE VIII

INSURANCE

Section 1. Insurance to be Carried by Association. Commencing not later than the time of the first conveyance of a Unit to a Person other than Declarant, the Association shall maintain, to the extent reasonably available:

A. Property insurance on the Common Elements, Limited Common Elements, Reserved Common Elements and Units exclusive of improvements and betterments installed in United by Unit Owners insuring against all risk of direct physical loss commonly insured against. The total amount of insurance after application

and any deductibles shall be not less than eighty (80%) percent of the actual cash value of the insured property exclusive of land, excavations, foundations and other items normally excluded from a property policy.

B. Comprehensive general liability insurance, including medical payments insurance, in an amount determined by the Executive Board but not less than the amount specified in the Declaration 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 Element.

Section 2. Other Insurance Carried by Association. If the insurance described in Section I is not maintained, the Association promptly shall cause notice of that fact to be hand-delivered or sent prepaid 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.

Section 3. Contents of Insurance Policy. Insurance policies carried pursuant to Section I hereof must provide that:

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

B. The insurer waives its right of subrogation under the policy against any Unit Owner of the Condominium or members of the Unit Owners' household.

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

D. 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 shall be primary insurance and not contributing with the other insurance.

Section 4. Proceeds From Property Insurance. Any loss covered by the property policy under Section 1-A shall be adjusted with the Association but the insurance proceeds for that loss shall be payable to the insurance trustee designated by the Executive Board for that purpose or otherwise to the Association and not to any mortgagee or beneficiary under a deed of trust or installment sales agreement. The insurance trustee or the Association shall hold any insurance proceeds in trust for the Unit Owners and lien holders as their interest may appear. Subject to the provisions of Section 7 hereof, the proceeds shall be distributed first for the repair or restoration of the damaged Common Elements, to include Limited Common Elements and Reserved Common Elements, and Unit and Unit Owners and lien holders are

not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Common Elements and Units have been completely repaired or restored or the Condominium is terminated.

Section 5. Unit Owner May Obtain Insurance. Any insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for his own benefit.

Section 6. Evidence and Cancellation of Insurance. Any insurer that has issued an insurance policy under this Article 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 or installment sale agreement. The insurance may not be cancelled 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 or installment sale agreement to whom Certificates of Insurance have been mailed.

Section 7. Disposition of Insurance Proceeds.

A. Any portion of the Condominium damaged or destroyed shall be repaired or replaced promptly by the Association unless (1) the Condominium is terminated; (2) repair or replacement would be illegal under any state or local health safety statute or ordinance; or (3) eight (80%) percent of the Unit Owners, including every owner of a Unit which will not be rebuilt, vote not to rebuild.

B. If the entire Condominium is not repaired or replaced: (1) the insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium; (2) the insurance 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 (3) the remainder of the proceeds shall be distributed to all Unit Owners in proportion to their Common Element interest.

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 upon the vote as if the Unit had been condemned pursuant to Section 3107(a) of the Act and the Association shall promptly prepare, execute and record an amendment to the Declaration reflecting the reallocation.

C. Notwithstanding the provisions of this Article, Section 3220 of the Act govern the distribution of insurance proceeds if the Condominium is terminated.

Section 8. Director and Officers Liability Insurance. To the extent available, the Executive Board may obtain and

maintain a comprehensive general liability policy in such limits as the Executive Board may from time to time determine or in such limits as may be available, insuring the Executive Board members and officers of the Association from claims arising out of or in connection with the management, operating or maintenance of the Condominium, such policies shall insure the Executive Board members and officers against any mistakes of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith.

ARTICLE IX

USE RESTRICTIONS

Section 1. Use and Occupancy of Common Elements. The occupancy and use of the Unit and Common Elements, including Limited Common Elements, shall be subject to the use restrictions specified in Article VII of the Declaration.

Section 2. Executive Board Rules and Regulations. The Executive Board may from time to time promulgate Rules and Regulations, not in conflict with the provisions of the Declaration, concerning the use and enjoyment of the Property, subject to the right of the Association, to change such Executive Board Rules and Regulations. Copies of the then-current Executive Board Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners and occupants by the Executive Board promptly after the adoption of such Executive Board Rules and Regulations or any amendments thereto.

ARTICLE X

AMENDMENT

Section 1. Number of Votes Required. Provisions of these Bylaws may be amended only by vote or agreement of Unit Owners or Units to which at least sixty-seven (67%) percent by the votes of the Association are allocated.

Section 2. Recording Amendment to Bylaws. Any amendment to the Bylaws must be recorded in the Office of the Recorder of Deeds of Cumberland County and shall be indexed in the name of the Condominium in both the Grantor and Grantee index. The amendment shall be effective only upon recording.

Section 3. Officer Authorized to Execute Amendment. Amendments to the Bylaws required by this Article to be recorded by the Association shall be prepared, executed, recorded and certified by any officer of the Association.

ARTICLE XI

MISCELLANEOUS

Section 1. Separate Title and Taxation.

A. **Title.** Except as provided in Subsection B, each Unit, together with its Common Element interest constitutes for all purposes a separate parcel of real estate.

B. **Taxation and Assessment.** If there is a Unit Owner other than Declarant, each Unit together with its Common Element interest, but excluding its Common Element interest in Convertible Real Estate, shall be separately taxed and assessed, and each portion of any Convertible Real Estate shall be separately taxed and assessed.

Section 2. Utilities. Each Unit Owner shall pay for his own telephone, electricity, water, sewer and all the utilities which are separately metered or billed to each user by the respective utility companies. Utilities which are not separately metered or billed to Units, shall be treated as a part of the Common Expenses.

Section 3. Eminent Domain. In the event of a taking of all or a part of a Unit or Common Element, the provisions of Section 3107 of the Act shall govern.

Section 4. Association Records. The Association shall keep financial records sufficiently detailed to enable the Association to comply with the provisions of Section 3407 of the Act. All financial and other records shall be made reasonably available for examination by any Unit Owner and his authorized agents.

Section 5. Annual Audit. The Association may at its first annual meeting or thereafter direct the Executive Board to submit the books, records and memoranda to an annual audit by a certified public accountant who shall audit the same and render a report thereon in writing to the Executive Board and the Association. The cost of said audit shall be a Common Expense.

Section 6. Officers Authorized to Execute Amendment of Declaration. Amendments to the Declaration required by the Declaration to be recorded by the Association shall be prepared, executed, recorded and certified by any officer of the Association.

Section 7. Termination of Condominium. Termination of the Condominium shall be in accordance with the provisions of Section 3220 of the Act.

Section 8. Conflict. The Bylaws are subordinate and subject to all provisions of the Declaration and the provisions of the Act. All of the terms herein 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 these Bylaws 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.

Section 9. Severability. The provisions of these Bylaws shall be deemed independent and severable, and, the validity or unenforceability of any provisions or portion thereof shall not affect the validity or enforceability of any other provision hereof.

Section 10. Waiver. No restriction, condition, obligation or provision of these Bylaws shall be deemed to have been waived by reason of any failure or failures to enforce the same.

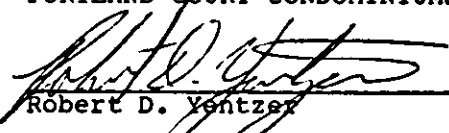
Section 11. Captions. The captions contained in these Bylaws are for convenience only and are not a part of the Bylaws and are not intended in any way to limit or enlarge the terms and provisions of the Bylaws.

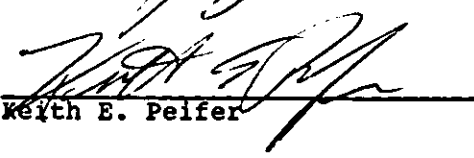
Section 12. Gender. Wherever in these Bylaws the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

Section 13. Effective Date. These Bylaws shall become effective when the Declaration and these Bylaws shall have been duly recorded.

IN WITNESS WHEREOF, the undersigned members of the Executive Board adopt the within as Bylaws the date and year first-above written.

EXECUTIVE BOARD OF
PORTLAND COURT CONDOMINIUMS


Robert D. Yentzer


Keith E. Peifer

162 A 829
or to be R

BOOK 363 PAGE 1089

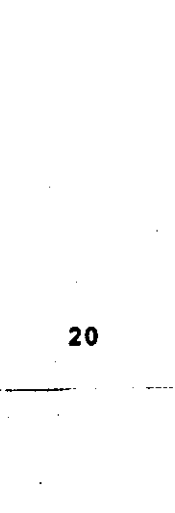
STATE OF PENNSYLVANIA :
 : SS:
COUNTY OF CUMBERLAND :

On this, the 9th day of January,
1989, before me, the undersigned officer, personally appeared
Robert D. Yentzer and Keith E. Peifer, known to me, (or

satisfactorily proven) to be the person(s) whose name(s) are/is
subscribed to the within instruments, and acknowledged that they
executed the same for the purposes therein contained.

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

Nancy J. Hummel
Notary Public



My Commission Expires: 6-1-92

NOTARIAL SEAL
NANCY L. HUMMEL, NOTARY PUBLIC
CAMP HILL BORO, CUMBERLAND COUNTY
MY COMMISSION EXPIRES JUNE 1, 1992
Member, Pennsylvania Association of Notaries

PUBLIC OFFERING STATEMENT
RESIDENTIAL FLEXIBLE

PORTLAND COURT CONDOMINIUMS

PUBLIC OFFERING STATEMENT

NAME OF CONDOMINIUM: Portland Court Condominiums
LOCATION OF CONDOMINIUM: Mechanicsburg Borough
Cumberland County, Pennsylvania
NAME OF DECLARANT: Robert D. Yentzer
Keith E. Peifer
ADDRESS OF DECLARANT: 6402 Carlisle Pike
Mechanicsburg, Pennsylvania
EFFECTIVE DATE OF PUBLIC
OFFERING STATEMENT: September 15, 1988

NOTICE TO PURCHASER

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

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

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

IF A PURCHASER RECEIVES THE PUBLIC OFFERING STATEMENT MORE THAN 15 DAYS BEFORE SIGNING A CONTRACT, HE CANNOT CANCEL THE CONTRACT.

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PUBLIC OFFERING STATEMENT

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

1. Declarant. The Declarants of Portland Court Condominiums are Robert D. Yentzer and Keith E. Peifer with their principal place of business at 1450 Main Street, Mechanicsburg, 6402 Carlisle Pike, Mechanicsburg, Cumberland County, Pennsylvania.

2. Name and Address of Condominium. The name of the Condominium is Portland Court Condominiums, and is located at the corner of North York Street and West Portland Street, Mechanicsburg, Cumberland County, Pennsylvania.

3. Description of Project. The Condominium project is located on a 2.007 acre tract, which said tract is situate in Mechanicsburg, Cumberland County, Pennsylvania. The project, consists of 3 Buildings, containing 12 Units each. In addition, 72 off-street parking spaces have been provided in connection to accommodate visitors' parking.

As set forth in the Plats and Plans, as amended, access to the various Units, will be by means of private driveways shown. These private driveways will not be public streets, but will be and remain Common Elements of the Condominium project. The sanitary sewer and storm water sewer and sidewalks, as shown on the Plats and Plans, will be Common Elements.

Portland Court Condominiums has been created by recording the Declaration, dated _____, which said Declaration includes the Bylaws, in the Office of the Recorder of Deeds of Cumberland County on _____, in Miscellaneous Book _____, Page _____. The Plats and Plans - Site Plan, Portland Court _____,

Condominiums dated _____ in the Office of the Recorder of Deeds of Cumberland County in Plan Book _____, Page _____.

A. The Declaration allocates votes in the Unit Owners' Association to each Unit and establishes the Percentage Interest in the Common Elements and the liability for Common Expenses. As set forth in Exhibit "B" in the Declaration, and as each phase is completed Condominium Units. The reallocation of Percentage Interest will be based on the area of the Units constructed. Declarant reserves the right to modify the area of the Units. Modifications, if any, will be shown on Amendments to Plats and Plans. The foregoing schedule sets forth the anticipated decrease to the Percentage Interest in the Common Elements, reduction in the relative voting strength in the Association and reduction in the liability of Common Expenses upon completion:

% interest per unit = 2.77%

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

5. Rental. Each of the Units to be constructed in the project is intended to be sold by Declarant to occupant owners and the Units shall be used exclusively for residential purposes. Declarant does not intend to rent any of the Units to be constructed in the project. However, in the event that any Unit or Units cannot be sold, Declarant has reserved the right to rent said Units.

6. Option to Withdraw Real Estate. Declarant does not reserve any option to withdraw real estate under Section 3206 of the Pennsylvania Uniform Condominium Act.

7. Declaration and Bylaws. The Declaration submits Portland Court Condominiums to the provisions of the Pennsylvania Uniform Condominium Act and contains the designation of Common Elements, Limited Common Elements and the rights of Declarant and the Executive Board of Portland Court Condominiums. The Bylaws set forth the operational procedures of the Executive Board and the Unit Owners' Association of Portland Court Condominiums, the assessment procedure, the Condominium repair and reconstruction mandates and other relevant provisions.

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

Declaration
Bylaws

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Exhibit "A"
Exhibit "B"

Agreement - Permitted Mortgages	Exhibit "C"
Agreement of Sale	Exhibit "D"
Sample Deed	Exhibit "E"
Sewage Easement	Exhibit "F"

8. Management Contracts. No management contracts exist or are contemplated by Declarant.

9. Agreement of Sale. Any purchaser desiring to purchase a Unit shall execute a contract for purchase, which said contract for purchase shall be substantially in the form attached and marked Exhibit "D".

10. Projected Annual Budget. The following is a projected annual budget for Portland Court Condominiums (Phase I, Phase II, Phase III, Phase IV and Phase V) and is subject to limitations set forth below.

<u>Item</u>	<u>Amount</u>
Insurance	\$4,500.00
Exterior Maintenance	2,500.00
Lawn Care and Snow Removal	4,000.00
Common Area (Electrical Expense)	3,000.00
Capital Reserve (from Initial Condominium Fee)	1,800.00
Legal, Accounting and Miscellaneous Fees	3,400.00
Operating Reserve	2,400.00
	<hr/>
TOTAL ANNUAL EXPENSES	\$21,600.00

The Monthly Condominium Fee per Unit based on 36 Units will be \$50.00.

The projected expenses set forth in the Projected Annual Budget are based upon firm bids, where available, otherwise upon the best estimate available to Declarant on the date hereof. The total of \$1,800.00 identified as Capital Reserve is the only sum included as a reserve for repairs and replacement. The projected Monthly Condominium Fee assumes an occupancy factor of 100%. No attempt has been made to project increases occasioned by inflation in the Monthly Condominium Fee, as such increases, although likely, are speculative. However, Declarant anticipates, and each prospective Unit Owner should recognize, that the Monthly Condominium Fee will increase as the costs of services increases. Furthermore, all statement and projections made in the Projected Annual Budget of the Unit Owners' Association may fluctuate due to general economic conditions and may be adjusted pursuant to the provisions of the Uniform Condominium Act, the Declaration,

as the same is amended from time to time, and the Bylaws of Portland Court Condominiums. Declarant provides no services not reflected in the budget which may later become Common Expenses of the Association. Based on the foregoing factors, the Common Charge is subject to change. The Project Annual Budget was prepared by Declarant.

11. **Initial Fee.** Each Purchaser (not Declarant) shall, at the time of closing, pay an initial fee to the Unit Owners' Association in the amount of \$50.00 Dollars. \$25.00 Dollars of said amount shall be reserved for repairs and replacement by the Executive Board and the balance thereof, \$25.00 Dollars, may be used by the Executive Board to defer Common Expenses.

12. **Existing Liens and Encumbrances.** The 2.007 acre tract is under and subject to the lien of a construction mortgage, in the principal amount of \$ _____ Dollars, which said mortgage is dated _____, recorded in the Office of the Recorder of Deeds of Cumberland County in Mortgage Book _____, Page _____. Upon conveyance of any Condominium Unit, the Condominium Unit, together with a proportionate share of the undivided interest in the Common Elements, shall be released from the lien of this mortgage. Further, the 2.007 acre tract is under and subject to certain conditions and restrictions as set forth on the Site Development Plan, last dated 2/17/88, recorded in the Office of the Recorder of Deeds of Cumberland County in Plan Book _____, Page _____, and subject to building setback lines as set forth on Plan No. 1, dated 2/17/88, recorded in the Office of the Recorder of Deeds of Cumberland County in Plan Book 52, Page 26.

13. **Declarant Financing.** No financing is offered by Declarant to any purchaser of any Unit in the Condominium project.

14. **Warranties.** Pursuant to Section 3411(b) of the Uniform Condominium Act, Declarant warrants against structural defects in each of the Units for two (2) years from the date each is conveyed to a Purchaser and all of the Common Elements for two (2) years. The two (2) years shall begin as to each of the Common Elements whenever the Common Elements has been completed or, if later, as to any Common Element, at the time the first Unit therein is conveyed to a Purchaser. As to all personality, whether appliances, systems or fixtures, Declarant agrees to assign to Purchaser to the extent permitted by the manufacturer or dealer, all warranties therefor.

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

16. **Escrow Deposits.** Any deposit made in connection with the purchase of a Unit will be held in an escrow account in accordance with the provisions of Section 3408 of the Uniform

Condominium Act (providing for all deposits to be maintained in an escrow account established in Pennsylvania in an institution insured by a government agency or instrumentality) and will be returned to the Purchaser if the Purchaser cancels the contract pursuant to Section 3406 of the Pennsylvania Uniform Condominium Act.

17. Insurance. The Executive Board will obtain insurance to protect the Unit Owners' Association and, to a certain extent, the Unit Owners as individuals. Each Building, including the Units, will be covered by fire and property damage insurance. The coverage will be "all-risk" and the amount shall be as specified in Article VII, Section I, of the Bylaws. This coverage will not insure personal property belonging to the Unit Owners.

The Unit Owners' Association and Unit Owners will be insured against liability, arising from ownership or use of the Common Elements. This coverage will not insure Unit Owners against liability arising from an accident or injury occurring within a Unit or liability arising from the act of negligence of the Unit Owner.

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

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

19. Restraints on Alienation. There are no restraints on alienation (sales, assignment or transfer of a Unit) presently existing on any portion of Portland Court Condominiums.

20. Common Element Fee. No fee is to be paid by Unit Owners for the use of Common Elements other than the Monthly Condominium Fee set forth in Paragraph 10 hereof.

21. Structural Components and Major Utilities. All structural components of the major utilities installed for Portland Court Condominiums have been installed or completed from Unit _____, through _____, inclusive. Repairs to structural components or utility systems are not anticipated within a reasonable time. There are no estimated costs of repair readily ascertainable at the present time.

22. Agreement - Permitted Mortgagees. The mortgagee requested an Agreement by and among declarant and the Unit Owners Association which said Agreement provides that the Declarant and the Unit Owners Association will not promulgate any rule, regula-

tion or adopt any amendments to the Declaration which would prejudice or limit of the right of mortgagee. The Agreement is for the benefit of all Permitted Mortgagees. The Agreement was approved by the Unit Owners Association.

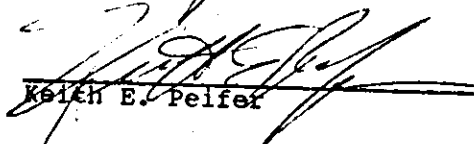
THIS OFFERING STATEMENT HAS BEEN PROVIDED PURSUANT TO THE PROVISIONS OF THE UNIFORM CONDOMINIUM ACT. THIS IS FURNISHED IN AN EFFORT TO PROVIDE INFORMATION TO PROSPECTIVE PURCHASERS, BUT IN NO WAY SHOULD BE CONSTRUED AS THE EXCLUSIVE DOCUMENTATION FOR THE PURCHASE OF A CONDOMINIUM UNIT IN PORTLAND COURT CONDOMINIUMS. THE DECLARATION, BYLAWS AND PLATS AND PLANS, TOGETHER WITH THE AMENDMENTS THEREOF, ARE ATTACHED HERETO, IN COMBINATION WITH THIS PUBLIC OFFERING STATEMENT, TO PROVIDE THE COMPLETE DOCUMENTATION THAT A PURCHASER SHOULD BE KNOWLEDGEABLE OF IN COMPLETING OR CONTEMPLATING THE PURCHASE OF A CONDOMINIUM UNIT.

DECLARANT:

BY:

WGA BLDG
as to be R


Robert D. Yentzer


Keith E. Peifer

AGREEMENT - PERMITTED MORTGAGEES

EXHIBIT "D"

OF

PUBLIC OFFERING STATEMENT

BOOK 363 PAGE 1100

AGREEMENT OF SALE
PORTLAND COURT CONDOMINIUMS

THIS AGREEMENT OF SALE, made this 9 day of Jan, 1988^g, by ^{KB-nsz}
and between Robert D. Yentzer and Keith E. Peifer, with their
principal place of business located at 6402 Carlisle Pike,
Mechanicsburg, Cumberland County, Pennsylvania, hereinafter
called "Seller" and _____
_____, whose address is
_____, hereinafter individually
and collectively called "Purchaser."

W I T N E S S E T H:

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

1. Premises. Seller hereby agrees to sell to Purchaser and
Purchaser hereby agrees to purchase from Seller that certain
Condominium Unit No. _____, together with the percentage
interest appurtenant thereto, which said Unit, is hereinafter
referred to as "Unit." The Unit is more particularly bounded and
described in Portland Court Condominium - Site Plan, prepared by
_____, dated _____, (as the same may be amended from
time to time) and incorporated herein by reference, together with
an undivided 2.77% interest in and to the Common
Elements thereof, as defined in the Declaration for Portland
Court Condominiums, as the same may be amended from time to time.
Percentage Interest in and to the Common Elements may be

reallocated from time to time as set forth in the Declaration. Copies of the Declaration, together with the amendments thereof, Plats and Plans, together with amendment thereof, and the Bylaws, together with a Public Offering Statement have been delivered by Seller to Purchaser prior to Purchaser executing this Agreement.

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

A. Down-Payment. The sum of _____ (\$ _____) Dollars upon the execution of this Agreement by Purchaser by check to be deposited in an escrow account in accordance with the Uniform Condominium Act. Receipt of said check, subject to collection, is hereby acknowledged by Seller.

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

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

4. Financing Condition. This agreement is specifically conditioned upon Purchaser obtaining a purchase money mortgage for said Unit in the amount of _____ (\$ _____) Dollars at prevailing interest rates. Said mortgage shall be

obtained by Purchaser by no later than _____. If Purchaser does not obtain a mortgage by _____, Purchaser shall notify Seller, in writing, that said mortgage has not been obtained and Seller agrees to refund Purchaser's down-payment as set forth in Paragraph 2-A hereof. If purchaser fails to notify Seller that said mortgage has not been obtained by _____, then this condition shall be void and said Agreement shall be effective. The mortgage commitment date as herein provided may be extended, in writing, by mutual agreement of the parties.

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

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

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

8. Initial Fee. Purchaser shall, at the time of closing, pay and initial fee to the Unit Owner's Association in the amount of \$50.00 Dollars. This amount shall be in addition to the

Monthly Condominium Fee as assessed by the Executive Board of the Unit Owners' Association.

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

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

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

10. Default - Seller. If for any reason Seller is unable to convey title at closing in accordance with the requirements of this Agreement, or for any other reason Seller is unable to construct or complete the Unit or Building, Seller shall return to Purchaser all money paid hereunder, with interest as earned

thereon, whereupon this Agreement shall become null and void and of no further force and effect and neither party shall have any further rights or obligations hereunder. The foregoing shall be Purchaser's sole remedy in the event of Seller's default or failure as aforesaid.

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

A. Subject to conditions set forth on Site Plan (Land Development Plan), Plan of Portland Court Condominiums Development, which Plan is recorded in the Office of the Recorder of Deeds of Cumberland County in Plan Book _____, Page _____.

B. Subject to setback lines set forth on Plan No. _____, Portland Court Condominiums recorded in the Office of the Recorder of Deeds of Cumberland County in Plan Book _____, Page _____.

12. Condominium Documents. Purchaser acknowledges having read the Public Offering Statement, the Declaration, Bylaws and Plats and Plans, together with the Amendments thereof. Having read the same, Purchaser agrees to be bound thereby and to acquire said Unit subject thereto.

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

14. Closing and Possession. Closing shall occur on or

before _____ . Possession of the Unit shall be given at the time of closing, subject to Seller's right to complete, within a reasonable time, any Common Element. Unit shall be substantially completed at the time of closing. If the Unit is not substantially completed, Seller shall, without the escrowing of funds, complete the Unit within a reasonable period of time after closing. Buyer shall receive a copy of the Occupancy Permit at closing.

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

16. Casualty. Any loss or damage to the Unit, or the Building containing the Unit, caused by fire or other casualty shall not in any way void or impair any of the conditions of this Agreement or Seller's obligation hereunder; provided, however, that if Seller in its sole discretion shall determine that it is impractical to repair or rebuild the Building or Unit, then, within sixty (60) days after any such casualty, Seller shall have the right to cancel this Agreement by returning all monies paid by Purchaser hereunder, with interest as earned thereon.

17. Miscellaneous. If any Units are not under Agreement when the Building has been submitted to the Uniform Condominium Act, Seller shall remain the owner of such unsold Units and

Seller shall be liable for charges and assessments, if any, in connection with each such Unit and the Percentage Interest appurtenant thereto until each respective Unit is conveyed, provided that the Seller shall have the right to lease and receive the rentals from such unsold Units for which it is responsible hereunder.

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

19. Notices. All notices to be given by either party to the other shall be in writing and shall be served by depositing such notice in the United States mail, certified, return receipt requested and addressed and directed to the party to receive the same as follows:

As to Seller: 6402 Carlisle Pike
Mechanicsburg, PA 17055

As to Purchaser:

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

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

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

WITNESS:

WITNESS:

SELLER

PURCHASER:

_____ (SEAL)

_____ (SEAL)

ACKNOWLEDGMENT OF RECEIPT
OF CONDOMINIUM DOCUMENTS

Purchaser hereby acknowledges receipt of the Public Offering
Statement, together with the following Condominium documents:

- A. Declaration.
- B. Bylaws.
- C. Agreement - Permitted Mortgages.
- D. Agreement of Sale.
- E. Sample Deed.

PURCHASER:

DATE: _____

DEED

THIS INDENTURE, made this ___ day of _____, in the year of our Lord One Thousand Nine Hundred and Eighty Eight (1988), between Robert D. Yentzer and Keith E. Peifer, with their principal place of business located at 6402 Carlisle Pike, Mechanicsburg, Cumberland County, Pennsylvania, hereinafter called "GRANTOR" and _____ hereinafter individually and collectively called "GRANTEE".

WITNESSETH:

That the said Grantor, for and in consideration of the sum of _____ Dollars, lawful money of the United States of America, unto it well and truly paid by the said Grantee at and before the sealing and delivery of these presents, receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents does grant, bargain, sell, aliened, enfeoffed, release and confirm unto said Grantee, their heirs and assigns.

ALL THAT CERTAIN Unit in the property known, named and indentified in the Declaration referred to below as "Portland Count Condominiums", located in Mechanicsburg Borough, Cumberland County, Pennsylvania, which has heretofore been submitted to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. A. 3101 by the recording in the Office of the Recorder of Deeds of Cumberland County of a Declaration dated _____, and recorded on _____, 1988, in Miscellaneous Book _____, Page _____, as the same shall be amended from time to time, being and designated in such Declaration, as the same is amended from time to time, as Unit No. _____, also known as _____, being and designated in such Declaration, as the same may be amended from time to time, together with a proportionate undivided interest in the Common Elements (as defined in said Declaration) of 2.77%. Grantor reserves the right, in accordance with said Declaration, to reduce and reallocate Grantee's proportionate, undivided interest in the Common Elements as provided in the Declaration, as the same may be amended from time to time.

BEING PART OF THE SAME premises which _____ by their deed dated _____, and recorded in the Cumberland County Recorder's Office in Record Book _____, Page _____, granted and conveyed unto _____ the Grantors Herein.

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UNDER AND SUBJECT to any and all covenants, conditions, restrictions, rights of way, easements and agreements of record.

FURTHER UNDER AND SUBJECT to any and all covenants, conditions restrictions, rights of way and easements as set forth on Plats and Plans - Site Plan, recorded in Plan Book _____, Page _____.

TOGETHER with all singular the streets, ways, water, watercourses, rights, liberties, privileges, Hereditaments and appurtenances whatsoever thereunto belonging or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all of the estate right, title, interest, property, claim and edmand whatsoever of said Grantor, in law, equity or otherwise howsoever, of, in and to the same and every part thereof,

TO HAVE AND TO HOLD, the said Unit, above described, and the Hereditaments and Premises hereby granted or mentioned and intended so to be, with the appurtenances unto said Grantee, their heirs and assigns, to and for the only proper use and behoof of the said Grantee, their heirs and assigns forever.

AND the said Grantor, for itself and its successors, does by these presents covenant, grant and agree to and with the said Grantee, their heirs and assigns, that it, the said Grantor and its successors, all and singular Hereditaments and Premises hereinbefore described and granted, or mentioned and intended so to be, with the appurtenances, unto said Grantee, their heirs and assigns, against the said Grantor and its successors, and against all and every other person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by from or under them, and any of them, shall and will, subject to the aforesaid, SPECIALLY WARRANT and DEFEND.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed and the common or corporation seal hereto affixed.

WITNESS:

W. L. B. R. E.
or to book

Robert D. Yentzer
Robert D. Yentzer
Kelch E. Peifer
Kelch E. Peifer

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STATE OF PENNSYLVANIA :
COUNTY OF CUMBERLAND : SS

On this, the 9th day of January, 1989,
before me, the undersigned officer, personally appeared
Robert D. Yentzer and Keith E. Peifer
known to me, (or satisfactorily proven) to be the person(s) whose
name(s) are/is subscribed to the within instruments, and
acknowledged that they executed the same for the purposes
therein contained.

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

My Commission expires: 6-1-92

Nancy J. Hummel
Notary Public

NOTARIAL SEAL
NANCY L. HUMMEL, NOTARY PUBLIC
CAMP HILL BORO, CUMBERLAND COUNTY
MY COMMISSION EXPIRES JUNE 1, 1992
Member, Pennsylvania Association of Notaries

State of Pennsylvania : SS
County of Cumberland :
Recorded in the office for the recording of Deeds
etc., in and for Cumberland County, Pa.
in Book 363 Vol 1047
witness my hand and seal of office, at
Carlisle, Pa. 10 day of May 1989
J. H. [Signature]
Recorder

RECORDED-OFFICE OF THE
RECORDER OF DEEDS
CUMBERLAND COUNTY-PA.
89 MAY 10 AM 9 58

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