

DECLARATION OF  
PARKSIDE TOWNHOUSES CONDOMINIUM

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DECLARATION

OF

PARKSIDE TOWNHOUSES CONDOMINIUM

THIS DECLARATION is made this 15th day of March, 1989, by Pleasant Valley Road Associates, a Pennsylvania partnership of Lancaster Pennsylvania (hereinafter referred to as "Declarant");

WITNESSETH THAT:

WHEREAS, the Declarant is the owner in fee simple of a tract of land located in the Township of Springettsbury, County of York, Pennsylvania, referred to herein and has constructed or intends to construct residential buildings and other improvements thereon;

WHEREAS, by this Declaration, the Declarant intends to submit the tract of land described more fully in Exhibit "A" attached hereto together with the buildings and improvements erected and to be erected thereon, and the easements, covenants, rights and appurtenances thereunto belonging, to the provisions of the Uniform Condominium Act of Pennsylvania, 68 Pa.C.S. § 3101 et. seq. (the "Act"), for the specific purpose of creating and establishing Parkside Townhouses Condominium as a condominium defined under the Act;

NOW THEREFORE, the Declarant, pursuant to the Act, does hereby declare and state on behalf of itself, its heirs, administrators, successors and assigns, and on behalf of all persons having or seeking to acquire any interest of any nature whatsoever in Parkside Townhouses Condominium, as follows:

ARTICLE I

SUBMISSION: DEFINED TERMS

Section 1.1. Declarant; Property; County; Name. Pleasant Valley Road Associates (the "Declarant"), owner in fee simple of the Real Estate described in Exhibit "A" attached hereto, located in the Township of Springettsbury, County of York, Pennsylvania, hereby submits the Real Estate, including all easements, rights, and appurtenances thereunto belonging and the buildings and improvements erected or to be erected thereon (collectively, the "Property") to the provisions of the Pennsylvania Uniform

Condominium Act, 68 Pa. C.S. § 3101 et. seq. (the "Act") and hereby creates with respect to the Property a Condominium, to be known as "PARKSIDE TOWNHOUSES CONDOMINIUM" (the "CONDOMINIUM").

Section 1.2. Easements, Licenses and Encumbrances. Included among the easements, rights, encumbrances and appurtenances referred to in Section 1.1 above are the following recorded easements, rights, encumbrances and licenses:

(a) Mortgage from Pleasant Valley Road Associates, a Pennsylvania general partnership to Merchants Bank, N.A. dated October 4, 1988 and recorded October 5, 1988 in Mortgage Book 62-S page 500, to secure the sum of \$4,500,000.00

(b) Easements, or claims of easements, not shown by the public records, but visible by inspection.

(c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.

(d) Forty-foot setback line on Plan of Zion Road Associates recorded in Plan Book HH, page 402.

(i) Notes and site data

(ii) Reservation for storm water management detention pond

(iii) 50' right of way for future street, storm drainage and utilities

(e) Rights of Edison Light and Power Co. acquired by Deed Book Volume H-28, page 421, and Deed Book Volume I-33, page 202.

(f) Rights of Metropolitan Edison Co. acquired by:

(i) Deed Book Volume D-66, page 659

(ii) Deed Book Volume G-68, page 814

(iii) Record Book 98-P, page 183

(iv) Record Book 98-P, page 185

(g) Rights of General Telephone Co. acquired by Deed Book Volume I-80, page 888.

(h) Rights of Columbia Gas, Inc. acquired by Record Book 98-S, page 504.

(i) Rights of GTE North, Inc. acquired by Record Book 98-H, page 370, and Record Book 98-H, page 377 (re-recorded in Record Book 99-N, page 835).

(j) COLLATERAL ASSIGNMENT OF LEASES AND CONTRACTS: Barry Newhart, Julius Goldfarb and Ken J. Otterman, as partners trading as Pleasant Valley Road Associates to Merchants Bank, N.A. dated October 4, 1988 and recorded October 5, 1988 in Deed Book 100-T, page 926.

(k) SECURED TRANSACTION: Barry Newhart, Julius Goldfarb and Ken J. Otterman t/a Pleasant Valley Road Associates, filed October 5, 1988 to Secured Transaction Docket 1939-485-3-4 (Recorder of Deeds), and filed October 5, 1988 to Secured Transaction Docket 03836-01 (Prothonotary).

(l) All matters shown on the Plats and Plans.

Section 1.2.1. Unrecorded Easements. Included among the easements, rights and appurtenances referred to in Section 1.2 above are the following unrecorded easements, rights and licenses:

(a) Unrecorded easements, discrepancies or conflicts in boundary lines, shortage in areas and encroachments which an accurate and complete survey would disclose.

Section 1.3. Defined Terms.

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

Section 1.3.2. The following terms are used or are defined in general terms in the Act and shall have specific meanings herein as follows:

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

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

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

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

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

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

(g) "Condominium Documents" include the Declaration, Plats and Plans, Bylaws and Rules and Regulations.

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

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

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

(k) "Insurance Trust Agreement" means any agreement that the Association may enter into with an Insurance Trustee providing for the management and disbursements of insurance proceeds.

(l) "Insurance Trustee" means either the Condominium Association or an area lending institution. The insurance trustee will receive the insurance proceeds and apply the proceeds to the restoration of the buildings in accordance with the terms of the Act.

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

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

(o) "Percentage Interest" means the undivided ownership in the Common Elements appurtenant to each Unit as set forth in Exhibit "C" attached hereto, as the same may be amended from time to time.

(p) "Property" means and includes the land described in Section 1.1 above together with such buildings and all other improvements erected or to be erected thereon, all owned in fee simple, which have been or are intended to be submitted or the provisions of the Act by this Declaration or amendments thereto.

(q) "Permitted Mortgage" means the 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 mortgage approved by the Executive Board; and shall also mean a purchase money second mortgage to the seller of a Unit. A holder of a Permitted Mortgage is referred to herein as a "Permitted Mortgagee".

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

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

## ARTICLE II

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

Section 2.1. Percentage Interest. Attached as Exhibit "C" hereto is a list of all Units by their identifying Numbers and Percentage Interest appurtenant to each Unit. The Percentage Interest shall determine the share of Common Expense liability appurtenant to each Unit determined on the basis of size by dividing the "size" of the Unit by the aggregate of the "sizes" of all Units. The "size" of each Unit is the total number of square feet of floor space contained therein determined by the dimensions shown on the Plats and Plans. Each unit shall have one (1) vote in the Association.

Section 2.2. Unit Boundaries. Each Unit consists of the space within the following boundaries:

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

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

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

(b) Vertical Boundaries: The vertical boundaries of the Unit shall be the vertical planes, extended to intersections with each other and with the upper and lower boundaries, of the center line of the exterior walls which do not separate the Unit from any other Unit, and of the center line surface of the party walls which separate the Unit from other Units.

Section 2.3. Maintenance Responsibilities.  
Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary descriptions, the Association shall be responsible for maintenance, repair and replacement of the Common Elements and each Unit Owner shall be responsible for maintenance, repair and replacement of his Unit in accordance with the provisions of Section 3307 of the Act, except as expressly set forth to the contrary herein. All Common Expenses associated with the maintenance, repair and replacement of a Limited Common Element other than a balcony or patio shall be assessed as limited expenses against the Units to which such Limited Common Element was assigned at the time the expense was incurred in the same proportions as the respective Percentage Interest of all such Units. Ordinary maintenance and repair of a balcony or patio, if any, shall be the responsibility of the Owner of the Unit to which such Limited Common Element is appurtenant. Structural repairs and/or replacements of Limited Common Elements shall be the responsibility of the Association, the costs to be charged as general Common Expenses. Notwithstanding anything to the contrary stated herein, expenses associated with the maintenance or repair of any plumbing, electrical or sewer line running within an area which separates one or more Units and which is outside of the boundary line of such Units as defined in Section 2.2. hereof or expenses associated with the repair of any damage caused by the same shall be borne by the Association.

Section 2.4. Relocation of Unit Boundaries: Subdivision of Units. The boundaries between adjoining Units may be relocated by an amendment to the Declaration upon application to the Association by the Owners of those Units. If the Owner of the adjoining Units have specified a reallocation between their Units of their common element interests, votes in the Association and common expense liabilities, the application must state the proposed reallocation. Unless the Executive Board determines, within thirty (30) days, that the reallocations are unreasonable, the Association shall prepare an amendment that identifies the Units involved, states the reallocations, is executed by those Unit Owners, contains words of conveyance between them and, upon recordation, is indexed in the name of the grantor and grantee.

Section 2.4.1. Preparing and Recording Plats and Plans. The Association shall prepare and record Plats and Plans necessary to show the altered boundaries between adjoining Units and their dimensions and identifying numbers.

### ARTICLE III

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

Section 3.1. Common Elements. The Common Elements shall mean and include:

(a) The land including paved areas and driveways, the air space above the Buildings on said Land, and those portions of the Buildings which are not included within the title lines of any Unit and which are not made part of a Unit pursuant to this Section;

(b) The following parts of the Buildings: foundations, exterior walls, (except the surface of the wall-board or plaster on the Unit-side of such walls which shall be part of the adjacent Unit and not part of the Common Elements); all parts of the Buildings above the Unit-side of the roof of a Unit; roofs and balconies; all fresh-water, discharged water and sewer lines and associated equipment serving the Common Elements or more than one Unit or both; the master television system, if any, and the connection therewith, if any, to the extent that such connection system serves more than one Unit; and electric, T.V. and telephone wires, cables, lines, pipes, fixtures, meters and associated equipment if such wires, cables, lines, pipes, fixtures, meters and/or equipment serve the

Common Elements or more than one Unit or both;

(c) Portion of the Land and Building used exclusively for the management, operation or maintenance of the Common Elements;

(d) Installations of all central services and utilities and water, sewer, electric, telephone and other utility lines, pipes, fixtures, meters and associated equipment which serve the Common Elements or serve more than one Unit or both;

(e) All other apparatus and installations existing for common use;

(f) All other parts or elements of the Buildings or the Property necessary or convenient to the Property's existence, management, operation maintenance and safety, or in common use and which are not herein or in the Declaration Plan made a part of a Unit, and such facilities as are designated herein as Common Elements;

(g) Whenever in this Declaration and the Declaration Plan a title line of a Unit is described as being the Unit-side surface of a designated part of the Building, it is intended thereby, and it is hereby declared, that the Owner of such Unit shall have an easement for the purpose of applying and removing paint, wallpaper, paneling or both to and from such surface and otherwise decorating, cleaning and maintaining the same, it being understood and agreed that the Executive Board, acting on behalf of all Unit Owners, shall, at all times while this Declaration is in effect, retain the right and duty to maintain, clean, repair or replace the balance of the walls, floor and ceilings, of which said Unit-side surfaces are a part, notwithstanding the fact that such maintenance, cleaning, repair or replacement may temporarily adversely affect the Unit Owner's aforesaid easement and right to use the Unit-side surface thereof.

(h) Whenever in this Declaration and the Declaration Plan, a title line of a Unit is described as being the exterior surface of a designated part of a Unit, it is intended thereby, and it is hereby declared that the Executive Board, acting on behalf of all Unit Owners, shall, at all times while this Declaration is in effect, retain the right to require the Owner of such Unit to clean, maintain, replace, and/or paint the same in accordance with the instructions of the Executive Board and at the expense of such Owner.

(i) Each Unit Owner (including Declarant) shall have the exclusive right to use the balcony, terrace, patio, chimney stack and driveway adjoining his Unit or to use such storage area as may be assigned to his Unit by the Executive Board. For all other purposes, such areas are to be considered Limited Common Elements.

Section 3.2 Reservation of Right to Offer Roadways for Dedication. Declarant reserves the right to offer for dedication to Springettsbury Township, at any time, the driveways or roadways serving the Condominium, or any part thereof, as designated and identified in the Plats and Plans, without the consent of any unit owner or Mortgagee.

Section 3.3 Reserve Fund. The Association shall establish an adequate reserve fund for maintenance, repair and replacement of those Common Elements which are anticipated to require replacement, repair or maintenance on a periodic basis. The reserve fund shall be funded by monthly payments as a part of Common Expenses.

Section 3.4 Working Capital Fund. Upon the initial transfer of title from the Declarant to the Purchaser of each unit, the Association shall collect from such Purchasers an amount equal to a minimum of four (4) month's estimated Common Expense Liability, which monies shall be deposited into a working capital Fund under control of the Association. No unit owner is entitled to a refund or credit of these monies by the Association upon the subsequent conveyance of his unit or otherwise, nor shall such monies constitute a credit or be credited against a unit owner's monthly charges.

Section 3.5 Acceleration. If a unit owner is in default in the payment of any charges or assessments required hereunder for sixty (60) days, the Executive Board may, in addition to all other remedies in the Act or this Declaration, accelerate all other monthly payments of charges and assessments due for the calendar year in which such default occurs; provided, however, a foreclosing Permitted Mortgage shall be entitled to automatic subordination of such sums in excess of the amounts given preference over mortgage liens in the Act.

Section 3.6. Limited Common Elements. Limited Common Elements shall mean those portions of the Property defined as such pursuant to Sections 3202(2) and (4) of the Act or as designated and identified as Limited Common Elements on the Plats and Plans or both. These portions of the Common Elements include, but are not limited to, any shutters, awnings, window boxes, door steps, stoops, porches, fences, balconies, patios, driveways, chimneys and all exterior doors and windows or other

fixtures designed to serve a single Unit, but located outside the Unit's boundaries. The patios, balconies, and porches, if any, shall be considered a Limited Common Element for the sole use and benefit of the Unit to which it is attached and those areas outside of the Limited Common Element area shall be considered a Common Element.

Section 3.6.1. Partial Elements. If any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that one Unit is a Limited Common Element allocated solely to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements.

Section 3.6.2. Maintenance. The Limited Common Elements shall be maintained by the Unit Owners.

Section 3.7. Reserved Common Elements. Reserved Common Elements are those parts of the Common Elements which the Executive Board may designate from time to time for use by less than all of the Unit Owners or by non-Owners of any Units for specified periods of time or by only those persons paying fees or satisfying other reasonable conditions for use as may be established by the Executive Board. Included in the Reserved Common Elements shall be such areas as the Executive board may designate from time to time.

#### ARTICLE IV

##### EASEMENTS

Section 4.1. Additional Easements. In addition to and in supplementation of the easements provided for by Sections 3216, 3217, and 3218 of the Act, the following easements are hereby created:

(a) Easement for Inspection, Maintenance, Repair of Common Elements. There shall be an easement in favor of the Association to each Unit as may be necessary for the inspection, maintenance, repair and replacement of the Common Elements and to prevent damage or destruction to the other Units or Common Elements.

(b) Easement for Declarant's Use for Sales Purposes. Declarant shall have the right to maintain sales offices, management offices and models throughout the Property and to maintain one or more advertising signs on the Common Elements pursuant to Section 3217 of the Act. Declarant reserves the right to place models,

management offices and sales offices on any portion of the Common Elements in such manner, of such size and in such locations as Declarant deems appropriate. Declarant may from time to time relocate models, management office or sales office constituting a Common Element, Declarant may remove all personal property and fixtures therefrom. Any fixture not so removed shall be deemed Common Elements, and any personal property not so removed shall be deemed the property of the Association.

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

(d) Declarant's Easement to Correct Drainage. Declarant reserves an easement on, over and under those portions of the Common Elements not located within a building for the purpose of maintaining and correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created by this Subsection expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, or to take any other action reasonable necessary to achieve this purpose, following which the Declarant shall restore the affected property as closely to its original condition as practicable.

(e) Executive Board's Right to Limit Access to Common Elements. The Common Elements (other than the Limited Common Elements) shall be and hereby are made subject to an easement in favor of the Unit Owners' and their invitees, employees, tenants and servants, the Association and the agents and employees of the Association for access, egress and ingress over, through, and across each portion thereof, pursuant to such requirements and subject to such charges as the Executive Board may from time to time prescribe; provided that nothing contained herein shall create any access easement in favor of Unit Owners with respect to such portions of the Common Elements which are not needed in order to gain access to one or more Units and as to which the Executive Board may from time to time determine it to be necessary or desirable to limit or control access by Unit Owners or the occupants of Units, or both (including, by way of illustration and not limitation, any machinery and equipment rooms).

(f) Association's Easement to Inspect and Maintain Common Elements. The Common Elements (including, but not limited to the Limited Common Elements) shall be and hereby are made subject to an easement in favor of the Association and the agents, employees and independent contractors thereof for the purpose of the inspection, upkeep, maintenance, restoration, modification, repair and replacement of the Common Elements (including, but not limited to, the Limited Common Elements).

(g) Association's Easement to Inspect and Maintain Units and Limited Common Elements. The Units and the Limited Common Elements are hereby made subject to the following easements:

(i) in favor of the Association and its agents, employees and independent contractors, (i) for inspection of the Units and Limited Common Elements in order to verify the performance by Unit Owners of all items of maintenance and repair for which they are responsible, and to perform such items of maintenance and repair on behalf of a non-performing Unit Owner as the Association shall elect to perform in its discretion; (ii) for inspection, maintenance, repair, and replacement of the Common Elements or the Limited Common Elements situated in or accessible from such Units or Limited Common Elements, or both; and (iii) for correction, of emergency conditions in one or more

Units or Limited Common Elements, or both, or casualties to the Common Elements, the Limited Common Elements and/or the Units.

(ii) In favor of the Unit Owner benefitted thereby and the Association and its agent, employees and independent contractors, for the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, electrical, telephone, telegraph or other communication systems and all other utility lines and conduits which are part of the Common Elements and which pass across or through a portion of one or more Units.

(h) Easement for Structural Support. To the extent necessary, each Unit shall have an easement for structural support over every other Unit in the Building, the Common Elements and the Limited Common Elements, and each Unit and the Common Elements shall be subject to an easement for structural support in favor of every other Unit in the Building, the Common Elements and the Limited Common Elements, and each Unit and the Common Elements shall be subject to an easement for structural support in favor of every other Unit in the Building, the Common Elements and the Limited Common Elements.

(i) Easements Run With Land. All easements, rights and restrictions described and mentioned in this Declaration are easements appurtenant running with the land and the Property including, but not limited to, the Units and the Common Elements, and (except as may be expressly otherwise provided in the instrument creating the same) shall continue in full force and effect until the termination of this Declaration, as it may be amended from time to time.

## ARTICLE V

### AMENDMENT OF DECLARATION

Section 5.1. Amendment Generally. This Declaration may be amended only in accordance with the procedures specified in Section 3219 of the Act, the other Sections of the Act referred to in Section 3219 thereof and the express provisions of this Declaration.

## ARTICLE VI

### RIGHTS OF SECURED LENDERS

Section 6.1. Role Maintained. Each Unit Owner shall notify the Association of the name and address of the holder of any mortgage on the Unit within five (5) days after it becomes a lien. The Association shall maintain a schedule of the holders of all the Unit mortgages.

Section 6.2. Notices. The Association, when giving notice to a Unit Owner of a default in paying assessments for common expenses or other default, shall send a copy of such notice to each mortgagee of the Unit. The Association shall give to each such mortgagee notice of any loss to or condemnation, or threat of condemnation, of the common elements, or any part thereof, and also written notice of substantial damage or destruction of any Unit. Any first mortgagee of a Unit, upon request, shall be entitled to written notice of all meetings of the Association and may attend them.

Section 6.3. Mortgagee Rights. Any mortgagee of a Unit may examine the books of account of the Association during regular business hours. The Association, if requested by a first mortgagee, shall submit to such mortgagee copies of the annual financial statements of the Association.

Section 6.4. Insurance. Each mortgagee of a Unit shall be entitled to receive, upon request, a copy of the master fire insurance policy and all endorsements covering the condominium.

Section 6.5. Limitation of Rights. The mortgagees of a Unit 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 or destruction of the Property;

b. To receive or apply the proceeds of insurance to the reduction of the mortgage debts secured by such mortgages or otherwise, except in the event and to the extent of a distribution thereof to Unit Owners; or

c. To accelerate or to be entitled to exercise any other remedies by virtue of waste or alleged waste or other conditions occurring anywhere on the Property other than within the affected Unit.

## ARTICLE VII

### NUMBER OF UNITS - MINIMUM AND MAXIMUM

Declarant has constructed or intends to construct eighty-two (82) residential Units on the premises described on Exhibit "A" attached hereto. The maximum number of condominium Units that may be created pursuant to this Declaration, assuming utilization of all the land described in Exhibit "A" attached hereto is eighty-two (82) Units.

## ARTICLE VIII

### USE RESTRICTIONS

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

(a) The Units in the Condominium (with the exception of any Units during the time period when they are being used by the Declarant as a sample model or sales office) are restricted to residential use and may not be used for any other purposes by the Unit Owner or any future Unit Owner and shall be regularly occupied by no more than two (2) persons in a one bedroom Unit, four (4) persons in a two bedroom Unit and (6) persons in a three bedroom Unit. No Unit Owner may permit his Unit to be used or occupied for any prohibited purpose.

(b) All laws, order, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Property, and, if the latter, then the cost of such compliance shall be a Common Expenses.

(c) Any Owner of a Unit in which a portion of the wall, floor or ceiling material constituting the Unit is removed shall be responsible for the prompt replacement of such material or a material of the same or greater fire rating and ability to keep out noises and odors.

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

ARTICLE IX

BUDGETS; COMMON EXPENSES;  
ASSESSMENTS AND CONFESSION OF JUDGMENT

Section 9.1. Monthly Payments. All Common Expense assessments made in order to meet the requirements of the Association's annual budget which shall be adopted in accordance with the provisions of Article II of the Bylaws shall be deemed to be adopted and assessed on a monthly basis (rather than on an annual basis payable in monthly installments) and shall be due and payable in advance on the first day of each month. Special assessments shall be due and payable in one or more monthly payment, in advance, on the first day of each month, as determined by the Executive Board.

Section 9.2. 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 Act, shall be subordinate to the lien of a Permitted Mortgage on a Unit.

Section 9.3. Surplus. Any amounts accumulated from assessments for Common Expenses and any income from the operation of the Common Elements to which such Common Expenses pertain in excess of the amount required for actual Common Expenses and reserves for future Common Expenses shall be credited to each Unit Owner in accordance with Percentage Interests, said credits to be applied to the next monthly assessments of Common Expenses due from said Unit Owners under the current fiscal year's budget, and thereafter, until exhausted

Section 9.4. Confessions of Judgment. IN ORDER TO EXPEDITE THE EXECUTIVE BOARD'S COLLECTION OF ANY DELINQUENT ASSESSMENT, EACH UNIT OWNER (BY THE ACCEPTANCE OF THE DEED TO HIS UNIT) SHALL BE DEEMED TO HAVE APPOINTED ANY ONE OR MORE EXECUTIVE BOARD MEMBERS THE ATTORNEY-IN-FACT FOR SUCH UNIT OWNER TO CONFESS JUDGMENT AGAINST SUCH UNIT OWNER IN ANY COURT OF COMPETENT JURISDICTION IN PENNSYLVANIA, FOR ANY SUCH UNPAID ASSESSMENT(S), WHICH APPOINTMENT (BEING FOR SECURITY) SHALL BE IRREVOCABLE: AND FOR SO DOING A COPY OF THIS SECTION 10.4 AND SAID DEED, BOTH VERIFIED BY AFFIDAVIT, SHALL BE A SUFFICIENT WARRANT. THE AUTHORITY GRANTED HEREIN TO CONFESS JUDGMENT SHALL NOT BE EXHAUSTED BY ANY EXERCISE THEREOF BUT SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL THE DECLARATION SHALL BE TERMINATED.

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## ARTICLE X

### MORTGAGES

Section 10.1. Mortgages. A Unit Owner other than the Declarant or the Executive Board may not voluntarily encumber or subject his or its Units to any lien, other than the lien of a Permitted Mortgage. Whether or not they expressly so state, all such Permitted Mortgages and the obligations 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 not or how to repair or restore damage to or destruction of the Property, or (b) to accelerate the mortgage debt or to have any other remedies by virtue of waste of alleged waste or other conditions occurring anywhere on the Property other than within the affected Unit, and the obligation secured shall be pre-payable 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 copy of a Permitted Mortgage, a 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. Upon request, the Secretary will provide a Permitted Mortgagee with a document in recordable form certifying that it is the holder of a Permitted Mortgage. Any first mortgage which is placed upon the Property or any portion thereof containing terms or done in a manner which fails to conform with the provisions of this Declaration shall not be invalidated as a lien as a result thereof, but the holder of such mortgage shall not be entitled to the rights, benefits and privileges extended to Permitted Mortgagees by the Condominium Documents, and the provisions contained in such nonconforming mortgage shall be deemed ineffective to the extent inconsistent with the provisions of this Declaration. The Secretary shall maintain a register of such Permitted Mortgages, showing the names and addresses of the Permitted Mortgagees and the amount secured thereby.

## ARTICLE XI

### 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 services 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, notices 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 Association which are prepared for the Association and distributed to the Unit Owners.

(c) Copies of notices of meetings of the Unit Owners and the right to designate a representative to attend such meetings.

(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 (the repair of which would cost in excess of \$25,000) or any part of the Common Elements (the repair of which would cost in excess of \$50,000).

(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 by the Owner of the Unit which is subject to the mortgage, where such default is not cured by the Unit Owner within thirty (30) days after the giving of notice by the Association to the Unit Owner of the existence of the default.

(h) The right to examine the books and records of the Executive Board at any reasonable time.

The request of a mortgagee or its services shall specify which of the above items 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.

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

## ARTICLE XII

### SPECIAL 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, Declarant shall have the right to appoint and remove any and all officers and members of the Executive Board. Declarant may not unilaterally remove any members of the Executive Board elected by Unit Owners other than Declarant.

(b) Not later than sixty (60) days after conveyance of twenty-five (25%) percent of the Units to Unit Owners other than the Declarant, not less than twenty-five (25%) percent of the members of the Executive Board shall be elected by Unit Owners other than Declarant. Not later than sixty (60) days after conveyance of fifty (50%) percent of the Units to Unit Owners other than the 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 the Declarant.

(c) Not later than the earlier of (i) seven (7) years after the date of recording this Declaration, or (ii) one hundred eighty (180) days after seventy-five percent (75%) of the Units have been conveyed to Unit Owners other than Declarant, all remaining Declarant appointed members of the Executive Board shall resign, and the Unit Owners (including Declarant to the extent of Units owned by Declarant) shall elect their successors.

Section 12.2. Declarant Rights. Notwithstanding any other provisions contained herein, for so long as the Declarant continues to own any units, the following provisions shall be deemed to be in full force and effect, none of which, except as hereinafter provided, shall be construed so as to relieve the Declarant from any obligations of a unit owner to pay assessments as to each unit owned by the Declarant in accordance with the governing documents.

(a) Declarant shall have the unrestricted right to sell or lease any unit which the Declarant owns or to use and occupy the same, upon such term, and conditions as it shall deem to be in its own best interests.

(b) Declarant shall have the right to transact on the Premises any business necessary to complete the construction of Buildings, units, Common elements and improvements and to consummate the sale of units, including, but not limited to, the right to maintain models, display signs, sales offices, management offices, employees in an office, the right to use the Common Elements for such purpose as Declarant may deem appropriate, the right to maintain construction equipment, including construction trailers, and to conduct construction activities on the Premises.

(c) Declarant shall have the absolute right to make any alterations in or improvements to any unit owned by Declarant, including the right to alter the boundaries between two (2) or more units owned by Declarant, and in connection with any such alterations or improvements to revise the Declaration Plan and the shares of one or more of such units as set forth in Exhibit C, provided that no such revision shall affect the shares of any units not owned by Declarant, except with the consent of the unit owners of such units and their respective mortgagees. An appropriate amendment to this Declaration, reflecting any such revision in the shares, and revised Declaration Plan indicating any such alterations in the boundaries of any such units need not be submitted to or approved by any other party whatsoever, but shall be executed solely by the Declarant and recorded.

(d) The Declarant specifically reserves the right or option to create additional units, additional Common and Limited Common Elements or to add additional real estate to or withdraw Withdrawable Real Estate from the Condominium, pursuant to Sections 3206 and 3212 of the Act.

(e) The Declarant reserves all Special Declarant Rights as set forth in the Act.

### Section 12.3. Transfer of Special Declarant Rights.

(a) No Special Declarant rights created or reserved under this subpart may be transferred except by an instrument evidencing the transfer recorded in the Recorder of Deeds Office of York County, Pennsylvania.

The instrument shall be indexed in the name of the Condominium in both the grantor and grantee index. The instrument is not effective unless executed by the transferee.

(b) Upon transfer of any Special Declarant Right, the liability of the transferrer Declarant is as follows:

(i) A transferrer is not relieved of any obligation or liability arising before the transfer and remains liable for warranty obligations imposed upon him by this subpart. Lack of privity does not deprive any unit owner of standing to bring an action to enforce any obligation of the transferrer.

(ii) If a transferrer retains any Special Declarant right or if a successor to any Special Declarant Right is an affiliate of a Declarant, the transferrer is subject to liability for all obligations and liabilities imposed on a Declarant by this subpart or by the Declaration arising after the transfer and is jointly and severally liable with the successor for the liabilities and obligations of the successor which relate to the Condominium.

(iii) A transferrer who retains no Special Declarant Right has no liability for any act or omission or any breach of a contractual or warranty obligation arising from the exercise of a Special Declarant Right by a successor Declarant who is not an affiliate of the transferrer.

(c) The liabilities and obligations of persons who succeed to Special Declarant Rights are as follows:

(i) A successor to any Special Declarant Right who is an affiliate of a Declarant is subject to all obligations and liabilities imposed on any Declarant by this subpart or by the Declaration.

(ii) A successor to any Special Declarant Right other than a successor described in Sections 12.2.(c)(3) or (4) below, who is not an affiliate of a Declarant is subject to all obligations and liabilities imposed upon a Declarant by this subpart or the Declaration, but he is not subject to liability for misrepresentations or warranty obligations on components made by any previous

Declarant or made before the condominium was created, or for breach of fiduciary obligation by any previous Declarant.

(iii) A successor to only a right reserved in the Declaration to maintain models, sales offices and signs, if he is not an affiliate of a Declarant, may not exercise any other Special Declarant Right and is not subject to any liability or obligation as a Declarant except the obligation to provide a Public Offering Statement and any liability arising as a result thereof.

(iv) A successor to all Special Declarant Rights who is not an affiliate of a Declarant and who succeeded to those rights pursuant to a deed in lieu of foreclosure or a judgment or instrument conveying title to units under subsection (c) of the Act may declare his intention in a recorded instrument to hold those rights solely for the transfer to another person. Thereafter, until transferring all Special Declarant Rights to any person acquiring title to any unit owned by the successor or until recording an instrument permitting exercise of all those rights, that successor may not exercise any of those rights other than the right to control the Executive board in accordance with the provisions of the Act for the duration of any period of Declarant Control and any attempted exercise of those rights is void. So long as a successor Declarant may not exercise Special Declarant Rights under this subsection, he is not subject to any liability or obligation as a Declarant other than liability for the successor's acts and omissions under the Act.

(d) Nothing in this Section subjects any successor to a Special Declarant Right to any claims against or other obligations of a transferrer Declarant other than claims and obligations arising under this Declaration or the Act.

#### Section 12.4. Restrictions on Declarant Related Actions.

(a) So long as a Declarant shall own any units, no Declarant related amendment shall be made to this Declaration or to any other governing document, nor shall any Declarant related governing document be executed, adopted or promulgated by the Executive Board or the Association unless such Declarant related amendment or governing document shall be specifically approved in writing by Declarant.

(b) For purposes of Section 12.3.(a), an amendment or governing document which does any of the following shall be considered to be Declarant related:

(i) Discriminates or tends to discriminate against a Declarant as a unit owner, or otherwise.

(ii) Directly or indirectly by its provisions or in practical application relates to any Declarant in a manner different from the manner in which it relates to other unit owners.

(iii) Modifies the definitions provided for by Article I of this Declaration in a manner which alters Declarant's rights or status.

(iv) Alters any previously recorded or written agreement with any public or quasi-public agencies, utility company, political subdivisions, public authorities or other similar agencies or bodies, respecting zoning suspension, streets, roads, drives, easements or facilities.

(v) Alters or repeals any of Declarant's rights or any provision applicable to Declarant's rights as provided for by any provision of this Declaration or of any other governing document applicable to Declarant.

Section 12.5. Limitation of Liability. Except as is set forth by the Uniform Condominium Act, as same applies to structural defects, the Declarant shall not be liable to any unit owner, their heirs, executors or assigns, the Association, the Executive Board, any officer, any committee member, any mortgagee and/or other lien holder and/or any other party whatsoever for any damage, loss or prejudice suffered or claimed whatsoever and for any reason whatsoever. Furthermore, any unit owner or unit owners, the Association and/or other occupant and/or any other party and/or the Executive board, or any member thereof, or any officer who shall initiate or cause to initiate and/or bring and/or file any claim, demand, law suit or other legal proceeding against the Declarant for any reason whatsoever, shall pay to the Declarant, on demand, the costs incurred by the Declarant, including attorney's fees and court costs incurred in the defense of any such claim, demand, lawsuit or other legal proceeding of any kind or nature whatsoever.

ARTICLE XIII

LIMITATION OF LIABILITY

Section 13.1. Limited Liability of the Executive Board Members and Officers of the Association. The Executive Board, and its members in their capacity as members, and officers of the Association:

(a) Shall not be liable for the failure of any service to be obtained by the Executive Board and paid for by the Association, or for injury or damage to Persons or property caused by the elements or by another Unit Owner or Persons on the Property, or resulting from electricity, gas, water, rain, dust or sand which may leak or flow from the outside or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place unless in each such instance such injury or damage has been caused by the willful misconduct or gross negligence of the Association, such officers thereof, or the Executive Board;

(b) Shall not be liable to the Unit Owners as a result of the performance of the Executive Board members' or officers' duties for any mistake of judgment, negligence or otherwise, except for the Executive Board members' and officers' own willful misconduct or gross negligence;

(c) Shall have no personal liability in contract to a Unit Owner or any other person or entity under any agreement, check, contract, deed, lease, mortgage, instrument or transaction entered into by them on behalf of the Executive Board or the Association in the performance of the Executive Board members' or officers' duties;

(d) Shall not be liable to a Unit Owner, or such Unit Owner's tenants, employees, agents, customers or guests, for loss or damage caused by theft or damage to personal property left by such Unit Owner or his tenants, employees, agents, customers or guests in a Unit, or in or on the Common Elements or Limited Common Elements, except for the Executive Board members' or officers' own willful misconduct or gross negligence;

(e) Shall have no personal liability in tort to a Unit Owner or any other person or entity direct or imputed by virtue of acts performed by or for them,

except for the Executive Board members' or officers' own willful misconduct or gross negligence in the performance of their duties; and

(f) Shall have no personal liability arising out of the use, misuse or condition of the Building, or which might in any other way be assessed against or imputed to the Executive Board members or officers as a result of or by virtue of their performance of their duties, except for the Executive Board members' or officers' own willful misconduct or gross negligence.

Section 13.2. Indemnification. Each member of the Executive Board, in his capacity as an Executive Board member and each officer of the Association, in his capacity as an officer of the Association, shall be indemnified by the Association and Unit Owners against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he is an Executive Board member or officer of both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged guilty of willful misconduct or gross negligence in the performance of his duties; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he is then an Executive Board member) approves such settlement and reimbursement as being in the best interests of the Association; and provided further that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board member and/or officer had no reasonable cause to believe his conduct was unlawful. The indemnification by the Unit Owners set forth in this Section shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such.

Section 13.3. Defense of Claim. Complaints brought against the Association, the Executive Board or the officers, employees or agent thereof in their respective capacities as such, or the Condominium as a whole, shall be directed to the Executive Board of the Association, which shall promptly give written notice thereof to the Unit Owners and the holders of Permitted Mortgages on Units and such complaints shall be defended by the Association. The Unit Owners and the holders of mortgages on Units shall have no right to participate in such defense other than through the Association.

Section 13.4. Indemnification Insurance. The Executive Board may obtain insurance to satisfy the indemnification

obligation of the Association and all Unit Owners set forth in Section 14.2 above, if and to the extent available.

#### ARTICLE XIV

##### INSURANCE

Section 14.1. Insurance. The Association shall maintain to the extent reasonably available:

(a) Property insurance on the Common Elements and Units exclusive of improvements and betterments installed in Units by Unit Owners insuring against fire and extended coverage perils. The total amount of insurance after the application of any deductibles shall not be 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 property policies.

(b) Comprehensive general liability insurance, including medical payments insurance, in an amount determined by the Executive Board covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements.

Section 14.2. Proceeds From Property Insurance. Insurance proceeds under the fire and property damage insurance policy carried by the Condominium Association will be payable to the Insurance Trustee. The Insurance Trustee will receive the insurance proceeds and apply the proceeds to the repair or restriction of the buildings in accordance with Section 3312 (b) and (g) of the Act.

#### ARTICLE XV

##### INTERPRETATION

Section 15.1. Interpretation. The provisions of this Declaration shall be liberally construed in order to effectuate Declarant's desire to create a uniform plan for development and operation of a condominium project. The heading preceding the various paragraphs of this Declaration and the Table of Contents are intended solely for the convenience of readers of this Declaration.

ARTICLE XVI

SEVERABILITY

Section 16.1. Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof unless such deletion shall destroy the uniform plan for development and operation of the condominium project which this Declaration is intended to create.

ARTICLE XVII

EFFECTIVE DATE

Section 17.1. Effective Date. This Declaration shall become effective when it and the Plats and Plans have been recorded.

IN WITNESS WHEREOF, the General Partners of Pleasant Valley Road Associates have duly executed the within Declaration of Condominium, on this, the 15th day of March, 1989.

WITNESSETH:

PLEASANT VALLEY ROAD ASSOCIATES

\_\_\_\_\_  
*Kelma Lee Clouser*  
\_\_\_\_\_  
\_\_\_\_\_

By: *Barry Newhart*  
Barry Newhart, Partner

By: *Julius Goldfarb*  
Julius Goldfarb, Partner

By: *Ken J. Otterman*  
Ken J. Otterman, Partner

COMMONWEALTH OF PENNSYLVANIA

:  
:  
:

SS.

COUNTY OF LANCASTER

I, the undersigned officer, a Notary Public in and for the above Commonwealth and County, do hereby certify that Barry Newhart, Julius Goldfarb and Ken J. Otterman as General Partners of Pleasant Valley Road Associates, whose names are subscribed to the foregoing Declaration of Condominium personally appeared before me this 14th day of March, 1989, and that they acknowledged and swore that they signed, sealed and delivered the said instrument as their free and voluntary act and deed for the uses and purposes therein set forth and that the statements contained therein are true.

Judy K. McCall  
Notary Public

My Commission Expires:

NOTARIAL SEAL  
JUDY K. McCALL, Notary Public  
EAST HEMPFIELD, LANCASTER CO., PA  
My Commission Expires OCT. 20, 1992

(SEAL)

EXHIBIT A

TRACT I:

ALL THAT CERTAIN tract of land SITUATE on the Northeast corner of the intersection of Long Drive and Pleasant Valley Road, located in Springettsbury Township, York County, Pennsylvania, shown on a plan by Weber Surveyors, Inc., date January 31, 1989, Drawing No. L-387, said tract being more fully bounded and described as follows:

BEGINNING at the Southeast corner thereof, at a point on the North side of Pleasant Valley Road, being in line of lands now or formerly belonging to Beverly A. Miller; thence extending along Pleasant Valley Road, North eight-five (85) degrees eleven (11) minutes thirty (30) seconds West, a distance of three hundred thirty-five and sixty-four hundredths (335.64) feet to a point on the East side of Long Drive (Tract 2); thence extending along the same the Six (6) following courses and distances: (1) North four (04) degrees forty-eight (48) minutes thirty (30) seconds East, a distance of twenty-one and forty hundredths (21.40) feet to a point, (2) on a line curving to the Left, having a radius of two hundred seventy-five and zero hundredths (275.00) feet, an arc length of one hundred fifty-one and eighteen hundredths (151.18) feet, a chord bearing of North ten (10) degrees fifty-six (56) minutes thirty (30) seconds West, and a chord distance of one hundred forty-nine and twenty-nine hundredths (149.29) feet to a point, (3) North twenty-six (26) degrees forty-one (41) minutes thirty-two (32) seconds West, a distance of one hundred fifty-six and forty-four hundredths (156.44) feet to a point, (4) on a line curving to the Right, having a radius of two hundred ninety and zero hundredths (290.00) feet, an arc length of one hundred fifty-nine and forty-four hundredths (159.44) feet, a chord bearing of North ten (10) degrees fifty-six (56) minutes thirty (30) seconds West, and a chord distance of one hundred fifty-seven and forty-four hundredths (157.44) feet to a point, (5) North four (04) degrees forty-eight (48) minutes thirty (30) seconds east, a distance of one hundred twenty and zero hundredths (120.00) feet to a point, and (6) on a line curving to the Left, having a radius of one hundred seventy-five and zero hundredths (175.00) feet, an arc length of one hundred sixty and thirty-five hundredths (160.35) feet, a chord bearing of North twenty-one (21) degrees twenty-six minutes thirty (30) second West, and a chord distance of one hundred fifty-four and eighty hundredths (154.80) feet to a point in line of Lot A-2, Avalong Estates; thence extending along the same the Two (2) following courses and distances: (1) North forty-two (42) degrees eighteen (18) minutes thirty (30) seconds East, a distance of thirty and zero hundredths (30.00) feet to a point, and (2) North sixty-seven (67) degrees seven (07) minutes thirty-seven (37) seconds East, a distance of four hundred sixty-

seven and sixty-nine hundredths (467.69) feet to a point in line of the aforementioned lands now or formerly belonging to Beverly A. Miller; thence extending along the same, South three (03) degrees twenty-two (22) minutes forty-seven (47) seconds East, a distance of nine hundred fifty-nine and sixty-nine hundredths (959.69) feet to the place of BEGINNING.

TRACT 2:

ALL THAT CERTAIN tract of land SITUATE on the North side of Pleasant Valley Road, located in Springettsbury Township, York County, Pennsylvania, shown on a plan by Weber Surveyors, Inc., dated January 31, 1989, Drawing No. L-387, said tract being more fully bounded and described as follows:

BEGINNING at the Southeast corner thereof, at a point on the North side of Pleasant Valley Road, being a corner of Tract 1; thence extending along Pleasant Valley road, North eighty-five (85) degrees eleven (11) minutes thirty (30) seconds West, a distance of fifty and zero hundredths (50.00) feet to a point a corner of Lot B, Zion Road Associates; thence extending along the same the Seven (7) following courses and distances: (1) North four (04) degrees forty-eight (48) minutes thirty (30) seconds East, a distance of twenty-one and forty hundredths (21.40) feet to a point, (2) on a line curving to the Left, having a radius of two hundred twenty-five and zero hundredths (225.00) feet, an arc length of one hundred twenty-three and seventy hundredths (123.70) feet, a chord bearing of North ten (10) degrees fifty-six (56) minutes thirty (30) seconds West, and a chord distance of one hundred twenty-two and seventy hundredths (122.70) feet to a point, (3) North twenty-six (26) degrees forty-one (41) minutes thirty-two (32) seconds West, a distance of one hundred fifty-six and forty-four hundredths (156.44) feet to a point, (4) on a line curving to the Right, having a radius of three hundred forty and zero hundredths (340.00) feet, an arc length of one hundred eighty-six and ninety-two hundredths (186.92) feet, a chord bearing of North ten (10) degrees fifty-six (56) minutes thirty (30) seconds West, a distance of one hundred eighty-four and fifty-eight hundredths (184.58) feet to a point, (5) North four (04) degrees forty-eight minutes thirty (30) seconds East, a distance of one hundred twenty and zero hundredths (120.00) feet to a point, (6) on a line curving to the Left, having a radius of one hundred twenty-five and zero hundredths (125.00) feet, an arc length of one hundred fourteen and fifty-three hundredths (114.53) feet, a chord bearing of North twenty-one (21) degrees twenty-six (26) minutes thirty (30) seconds West, and a chord distance of one hundred ten and fifty-seven hundredths (110.57) feet to a point, and (7) North forty-two (42) degrees eighteen (18) minutes thirty (30) seconds East, a distance of fifty and zero hundredths (50.00) feet to a point a corner of the

aforementioned Tract 1; thence extending along the same the Six (6) following courses and distances: (1) on a line curving to the Right, having a radius of one hundred seventy-five and zero hundredths (175.00) feet, an arc length of one hundred sixty and thirty-five hundredths (160.35) feet, a chord bearing of south twenty-one (21) degrees twenty-six (26) minutes thirty (30) seconds East, and a chord distance of one hundred fifty-four and eighty hundredths (154.80) feet to a point, (2) South four (04) degrees forty-eight (48) minutes thirty (30) seconds West, a distance of one hundred twenty and zero hundredths (120.00) feet to a point, (3) on a line curving to the Left, having a radius of two hundred ninety and zero hundredths (290.00) feet, an arch length of one hundred fifty-nine and forty-four hundredths (159.44) feet, a chord bearing of South ten (10) degrees fifty-six (56) minutes thirty (30) seconds East, and a chord distance of one hundred fifty-seven and forty-four hundredths (157.44) feet to a point, (4) South twenty-six (26) degrees forty-one (41) minutes thirty-two (32) seconds East, a distance of one hundred fifty-six and forty-four hundredths (156.44) feet to a point, (5) on a line curving to the right, having a radius of two hundred seventy-five and zero hundredths (275.00) feet, an arc length of one hundred fifty-one and eighteen hundredths (151.18) feet, a chord bearing of South ten (10) degrees fifty-six (56) minutes thirty (30) seconds East, and a chord distance of one hundred forty-nine and twenty-nine hundredths (149.29) feet to a point, and (6) South four (04) degrees forty-eight (48) minutes thirty (30) seconds West, a distance of twenty-one and forty hundredths (21.40) feet to the place of BEGINNING.

EXHIBIT B

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

SMR, per your request  
DENOTES END UNITS

EXHIBIT C

8/13/96

BUILDING NUMBER	OWNER	UNIT NUMBER	BR SIZE	UNIT FACTOR	PERCENTAGE OF INTEREST	NUMBER OF VOTES
1	PARKSIDE	101/1601	1 LOWER	1	.0083	1
	TOWNHOMES	102/1603	1 UPPER	1	.0110	1
	ASSOCIATES	103/1605	2	1	.0116	1
	SD: 9110/90	104/1607	2	1	.0116	1
		105/1609	3	1	.0145	1
		106/1611	3	1	.0145	1
		107/1613	3	1	.0145	1
		108/1615	3	1	.0145	1005
2		109/1617	3	1	.0145	1
		110/1619	3	1	.0145	1
		111/1621	2	1	.0116	1
		112/1623	2	1	.0116	1
		113/1625	2	1	.0116	.0635
3		114/1627	3	1	.0145	1
		115/1629	3	1	.0145	1
		116/1631	2	1	.0116	1
		117/1633	2	1	.0116	1
		118/1635	2	1	.0116	1
		119/1637	2	1	.0116	1
		120/1639	3	1	.0145	1
		121/1641	3	1	.0145	.1044
4		122/1643	3	1	.0145	1
		123/1645	3	1	.0145	1
		124/1647	2	1	.0116	1
		125/1649	2	1	.0116	1
		126/1651	2	1	.0116	1
		127/1653	2	1	.0116	1
		128/1655	3	1	.0145	1
		129/1657	3	1	.0145	.1044
5		130/1659	3	1	.0145	1
		131/1661	3	1	.0145	1
		132/1663	2	1	.0116	1
		133/1665	2	1	.0116	1
		134/1667	2	1	.0116	1
		135/1669	2	1	.0116	1
		136/1671	3	1	.0145	1
		137/1673	3	1	.0145	.1044
6	TRIANGLE 2127/90	201/1675	1 LOWER	1	.0083	1
	TRIANGLE 2127/90	202/1677	1 UPPER	1	.0110	1
	LEPCRE/ 9128/90	203/1679	2	1	.0116	1

53 UNITS / PERCENTAGE OF INTEREST = 66.67%

BR MIX ON 53/  
3 1BR LOWER  
3 1BR UPPER  
25 2BR  
22 3BR

33

IND OWNERS MIX

5 (1) 1BR LOWER  
5 (1) 1BR UPPER  
14 (2) 2BR (METRO/LAND 2)  
5 (3) 3BR

29

OWNER	UNIT NUMBER	BR SIZE	UNIT FACTOR	PERCENTAGE OF INTEREST	NUMBER OF VOTES
6	LEPORE 2127190	204/1681 2	1	.0116	1
	FRENCH 5115190	205/1683 2	1	.0116	1
	BUCKWALTER 8112190	206/1685 2	1	.0116 .0657	1
7	PARKSIDE	209/1687 3	1	.0145	1
	TOWNHOMES	210/1689 3	1	.0145	1
	ASSOCIATES	211/1691 2	1	.0116	1
		212/1693 2	1	.0116	1
		213/1695 2	1	.0116	1
		214/1697 2	1	.0116	1
		215/1701 1 LOWER	1	.0083	1
		216/1699 1 UPPER	1	.0110 .0947	1
8	PARKSIDE	217/1703 3	1	.0145	1
	TOWNHOMES	218/1705 3	1	.0145	1
	ASSOCIATES	219/1707 2	1	.0116	1
		220/1709 2	1	.0116	1
		221/1711 2	1	.0116	1
		222/1713 2	1	.0116	1
		223/1715 1 LOWER	1	.0083	1
		224/1717 1 UPPER	1	.0110 .0947	1
9	LEPORE 2127190	225/1719 3	1	.0145	1
	LEPORE 2127190	226/1721 3	1	.0145	1
	BRUBAKER 7112190	227/1723 2	1	.0116	1
	METCALD 1116190	228/1725 2	1	.0116	1
	MELLINGER 7112190	229/1727 2	1	.0116	1
	METCALD 1116190	230/1729 2	1	.0116	1
	KEENAN 2127190	231/1731 1 LOWER	1	.0083	1
	MCGYERS 9125190	232/1733 1 UPPER	1	.0110 .0947	1
10	LEPORE 9125190	207/1745 1 LOWER	1	.0083	1
	LEPORE 9125190	208/1747 1 UPPER	1	.0110	1
	PIRA	233/1735 1 LOWER	1	.0083	1
	LEPORE 9125190	234/1737 1 UPPER	1	.0110	1
	LEPORE 2127190	235/1739 2	1	.0116	1
	PIRA	236/1741 2	1	.0116	1
	GRS PTNSP. 1011181	237/1743 3	1	.0145 .0163	1
11	MOREHEAD 1212159	238/1749 1 LOWER	1	.0083	1
	HOUSTON 512190	239/1751 1 UPPER	1	.0110	1
	HELLER 12112159	240/1753 2	1	.0116	1
	SANDANOTO 11117159	241/1755 2	1	.0116	1
	HEISER 915159	242/1757 2	1	.0116	1
	ZUGLER 7115190	243/1759 2	1	.0116	1
	GRS PTNSP. 6130159	244/1761 3	1	.0145	1
	REKLAU 1016159	245/1763 3	1	.0145 .0947	1