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DECLARATION

OF

CLOVER LEE, A CONDOMINIUM

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PURSUANT TO THE PROVISIONS OF THE  
PENNSYLVANIA UNIFORM CONDOMINIUM ACT, ACT NO. 1992-168  
(68 PA. C.S. §3101 ET SEQ.)

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3756/478

EXHIBIT "D"

DECLARATION  
OF  
CLOVER LEE, A CONDOMINIUM

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DECLARATION  
OF  
CLOVER LEE, A CONDOMINIUM

This Declaration is made this 19th day of May, 2000, by MARK X. DiSANTO and JOHN M. DiSANTO, adult individuals, of 5351 Jaycee Avenue, Harrisburg, PA 17112, for itself, its successors and assigns ("Declarant").

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

WHEREAS, by this Declaration, Declarant intends to submit the tract of land described more fully in Exhibit "A" attached hereto, together with the buildings and improvements erected or 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., as amended (the "Act"), for the specific purpose of creating and establishing Clover Lee, A Condominium, as a condominium defined under the Act;

NOW, THEREFORE, 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 Clover Lee, A Condominium, as follows:

ARTICLE I  
THE DECLARATION

Declarant hereby submits the lands hereinafter described in Section 3.01, the Buildings and improvements constructed and to be constructed thereon and all easements, rights and appurtenances belonging thereto (herein called the "Property") to the provisions of the Pennsylvania Uniform Condominium Act, Act No. 1992-168 (68 Pa. C.S. §3101 et seq.) (herein called the "Act"), which Act is hereby incorporated herein by reference. The provisions of the Act and those amendments thereto which by their terms would be

applicable to the Condominium shall apply and govern the operations of the Condominium, except to the extent that contrary provisions, not prohibited by the Act as so amended, are contained in this Declaration, the Plan or the Bylaws.

ARTICLE II  
DEFINITIONS

Words or phrases not otherwise defined herein or in the Plan shall have the meanings specified or used in the Act. The following words shall have the meanings ascribed to them as follows:

2.01. "Association" means the Unit Owners Association of the Condominium.

2.02. "Building" means any single or multi-Unit structure or structures or complex thereof, whether in vertical or horizontal arrangement, as well as other improvements comprising a part of the Condominium Property and used, or intended for use, for residential or other lawful purposes or for any combination of such lawful uses.

2.03. "Bylaws" means such governing regulations as are adopted pursuant to the Act and this Declaration for the regulation and management of the Property by the Executive Board, as such shall be amended from time to time.

2.04. "Common Elements" means all portions of the Condominium other than the Units as shown and so designated on Exhibit "B", the Plan. The Common Elements shall specifically include, without limitation, the following:

(a) The land on which the Buildings are located and all portions of any Building which are not included in any Unit;

(b) Roofs of Units including roof covering materials (shingles) and flashing, gutters, downspouts and splash blocks;

(c) The common foundations, structural parts, supports and walls intrinsic to more than one Unit, exterior siding, soffits and trim, brick wing walls;

(d) The yards, streets, parking areas, recreational facilities, sidewalks and driveways;

(e) Installations of all central services and utilities not specifically included in the Units;

(f) All apparatus and installations existing for common use;

(g) All other elements of any Building necessary or convenient to its existence, management, operation, maintenance and safety or normally in common use; and

(h) Such other facilities as are designated in this Declaration as Common Elements.

2.05. "Common Expenses" means all those expenses for which Unit Owners are liable as provided in this Declaration and includes, but is not limited to, the following:

(a) Expenses of administration, management, operation, insurance, taxes other than real estate taxes on Units, Assessments, utilities, maintenance, repair or replacement of the Common Elements, maintenance of yard areas (Limited Common Element), exclusive of any rear yard areas (Limited Common Element) which are fenced. Trash or refuse collection services and snow removal, including sidewalks and driveways, provided to all Units in the Condominium shall be a Common Expense. Each residential Unit is separately metered for utilities, including but not limited to electricity and gas, and each Unit Owner shall be responsible to pay his own utility charges based upon the meter charge to the individual Unit. If and in the event the Association does not contract for trash or refuse collection services, each Unit Owner shall be responsible to pay directly for all trash or refuse collection services provided to such Unit Owner and such Unit Owner's Unit.

(b) Expenses declared Common Expenses by the Act or by this Declaration or by the Bylaws.

(c) Expenses agreed upon as Common Expenses by the Association and lawfully assessed against the Unit Owners in accordance with the Bylaws.

(d) Expenses of management and administration of the Condominium by the Association, including, without limitation, compensation of all employees, managers, accountants, attorneys and other personnel hired by the Association whether as employees, independent contractors or otherwise.



(e) Expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves.

2.06. "Common Receipts" means and includes the funds collected from Unit Owners as Assessments and receipts designated as common by the provisions of the Act, this Declaration or the Bylaws.

2.07. "Convertible Real Estate" shall have the meaning ascribed to it by the Act and for purposes of the Condominium shall consist of that portion of this Flexible Condominium within the Property more fully described in Exhibit "A-1" and Exhibit "A-2" hereto.

2.08. "Declarant Mortgage" means that mortgage on the Property given by Declarant to Declarant Mortgagee, which mortgage is recorded in the Office of the Recorder of Deeds of Dauphin County, Pennsylvania, in Record Book \_\_\_\_\_, Page \_\_\_\_\_, including all amendments, modifications or supplements thereto and restatements thereof.

2.09. "Declarant Mortgagee" means Farmers First Bank of 9 East Main Street, Lititz, Pennsylvania 17543, its successors and assigns, or any other construction or permanent lender.

2.10. "Declaration" means the instrument by which the owners of the Property submit the Property to the provisions of the Act and all amendments thereto.

2.11. "Eligible Mortgagee" means any holder, insurer or governmental guarantor of a first or second mortgage on one or more Units in the Condominium who shall have provided to the Association a statement of its name, address and the Unit(s) against which the mortgage it holds, insures or guarantees as a lien.

2.12. "Executive Board" means a Board of natural individuals of the number stated herein and in the Bylaws, who shall manage the business, operation and affairs of the Condominium on behalf of the Unit Owners and in compliance with and subject to the provisions of the Act. For purposes of this Declaration and the Bylaws, each individual member of the Executive Board shall be referred to as an "Executive". Executive Board is referred to herein as "Executive Board" or "Board".

2.13. "Flexible Condominium" means a condominium containing withdrawable or Convertible Real Estate, a condominium to which additional real estate may be added or a combination thereof. The

Flexible Condominium created hereby provides for Convertible Real Estate.

2.14. "Limited Common Elements" means those Common Elements which are designated for the use of that Unit or Units to which such Common Elements are assigned or appurtenant and which are, as determined by the Declarant and as defined herein, limited and restricted to the sole and exclusive use of the Owner of such Unit. The Limited Common Elements shall include:

(a) Paved walkways leading from the parking areas to the Units;

(b) The paved areas in front of the exterior entrances of the Units;

(c) Gas flues and the inside of any chimneys and flues serving fireplaces located within Units;

(d) Yards directly in the front and in the rear of the Unit contiguous to such yards; rear yards shall extend fifteen (15) feet from the exterior of the rear and front wall of the Unit and be bounded on each side by a line parallel to the Unit side wall boundaries;

(e) The ground under all concrete pads, patios and foundation portion of the Units;

(f) All balconies, patios, decks and steps to and from all decks; and

(g) Stairways serving more than one Unit, if any.

2.15. "Limited Common Expense" means any Common Expense associated with the maintenance, repair or replacement of a Limited Common Element or expenses incurred to provide service to one Unit or several Units but not all Units. Limited Common Expenses shall be included in the Budget of the Association.

2.16. "Limited Expenses" means those expenses incurred by the Association in connection with maintenance, repair, replacement, management and/or administration of portions or aspects of the Condominium, benefitting, as determined by the Executive Board, less than all of the Units, which expenses shall not be included in the Budget of the Association.

2.17. "Owner" shall mean and refer to the record Owner, whether one or more Persons or entities, of fee simple title to any

Unit or Units which is or are part of the Condominium, but excluding those having such interest merely as security for the performance of an obligation.

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

2.19. "Plan" means a survey of the Property, and graphic diagram of the Buildings, Units, Common Elements and Limited Common Elements. The Plan is attached hereto as Exhibit."B", incorporated as if herein fully set forth and prepared in accordance with Section 3210 of the Act, as such Plan may be amended from time to time.

2.20. "Property" means the real estate, including such portions of the Buildings, all improvements thereon, all owned in fee simple, and all easements, rights and appurtenances belonging thereto which by this Declaration have been submitted to the provisions of the Act.

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

2.22. "Special Declarant Rights" or "Declarant's Special Rights" means the reservation of options or other rights for the benefit of the Declarant as provided in Section 3103 of the Act, and such additional rights reserved for the benefit of the Declarant as set forth in this Declaration, the Plan and the Bylaws heretofore adopted.

2.23. "Unit" means a part of the Condominium designated for separate ownership, the boundaries of which are described in this Declaration and in the Plan.

2.24. "Unit Designation" means the number, letter or combination thereof designating a Unit on the Plan.

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

ARTICLE III  
THE CONDOMINIUM; THE PLAN

3.01. Name and Location. The name of the Condominium is Clover Lee, A Condominium (the "Condominium"). All portions of the

said Condominium are located in West Hanover Township, Dauphin County, Pennsylvania. A more specific description of the Property is attached hereto as Exhibit "A" and made a part hereof (the "Property"). The Declarant hereby creates with respect to the Property a Condominium to be known as "Clover Lee, A Condominium".

3.02. Plan. The Plan attached hereto as Exhibit "B" shows fully and accurately the Property, the name of the Property, the location of the Buildings erected, to be erected or as to which the Declarant reserves the right to erect or not to erect thereon, the floor plans of the Buildings (showing the location of the Units and Common Elements), the Units, the Unit Designation for each Unit shown thereon, locations of the Common Elements and Limited Common Elements and such other information as is required by the Act.

#### ARTICLE IV UNITS

##### 4.01. Number of Units.

(a) Subject to the provisions of this Declaration relating to the creation of Units within the Convertible Real Estate, the Condominium consists of those fifty (50) Units designated on Exhibit "B" as shown on the Plan.

(b) In the event of the creation of Units in the Convertible Real Estate, the maximum number of Units in the Condominium shall be one hundred (100).

4.02. Description of Units. Each Unit is as shown on the Plan, and no Unit may be partitioned or subdivided except as provided for herein or in any manner separated into tracts or parcels different from that shown on the Plan. Each Unit consists of:

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

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

( 2) Lower Boundary: The horizontal plane of the top surface of the unfinished concrete floor slab of the lowest floor, including a basement, of the Unit.

(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 centerline of the exterior walls which do not separate the Unit from any other Unit, and of the exterior surface of the wallboard which separates the Unit from a common party wall separating the Unit from other Units.

(c) Any garages which are wholly enclosed within the above-defined space as part of the Units.

(d) All window, skylight and sliding door glass and all window glass door frames and assemblies.

(e) The heating and air conditioning system and equipment including any condenser and/or compressor for the Unit situated outside of the Building.

(f) The duct work and faces of the heating/air conditioning vents serving the Unit.

(g) The exterior door(s) to the Unit (including sliding glass doors), doorbell and hardware, door jambs and frames, and all windows (including all glass and screens) and window frames.

(h) The pads upon which may be situate the equipment providing heating and/or air conditioning to the Unit.

(i) Any pipes, ducts, wires, cables, flues, conduits or other installations for services and utilities serving only the particular Unit (whether or not located within the Unit as described in this Section 4.02), including, without limitation, water and sewer laterals serving only the particular Unit and any exterior lighting which is controlled by a particular Unit shall be part of that Unit; provided, however, except as specified in this Section 4.02, a Unit shall not consist of any pipes, ducts, wires, cables, conduits or other installations of and systems for any central services and utilities serving the Property or more than one Unit.

(j) Each Unit shall also include, to the extent any of the following are situated within the Unit, any ovens, ranges, dishwashers, garbage disposals, washers, dryers, sinks, tubs, showers, cabinets, lavatories, waterclosets, spas, exhaust fans, light fixtures, skylights (whether or not such skylights are located within the Unit as described in this Section 4.02), floor coverings, and all heating, air

conditioning and ventilation equipment; and any other appliances situated within the Unit and serving only such Unit.

ARTICLE V  
COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

5.01. Definition of Common Elements. The Common Elements are described in Section 2.04 hereof and are more particularly described in the Plan.

5.02. Interest in Common Elements. The percentage undivided interest of each Unit in the Common Elements (the "Common Element Interest") is set forth in Exhibit "C", which is attached hereto, incorporated herein and made a part hereof. The Common Element Interest appurtenant to each Unit is a percentage (rounded off to the nearest hundredth) created by multiplying by 100 the quotient resulting from dividing the square footage of a Unit by the total square footage in all of the Units in the Condominium.

5.03. Common Element Interest to Remain Undivided. The Common Element Interest of a Unit shall be inseparable from each Unit, and any conveyance, lease, devise or other disposition or mortgage or other encumbrance of any Unit shall extend to and include the Common Element Interest, whether or not expressly referred to in the instrument effecting such transfer. The Common Element Interest and the fee title to the respective Unit conveyed therewith, shall not be separately conveyed, transferred, alienated or encumbered, and each of said Common Element Interests shall be deemed to be conveyed, transferred, alienated or encumbered with its respective Unit notwithstanding that the description in the instrument of conveyance, transfer, alienation or encumbrance may refer only to the fee title to the Unit.

5.04. Partition or Division of Common Elements. The Common Elements shall remain undivided, and no action for partition or division or any part thereof shall be permitted unless otherwise provided by law.

5.05. Amendment of Interest in Common Elements. Except with respect to the creation of Units and/or Limited Common Elements in the Convertible Real Estate as provided in Article VI hereof, the Common Element Interest appurtenant to each Unit shall have a permanent character, shall be inseparable from each Unit and shall not be altered or changed except by the recording of an amendment to this Declaration, with revised Plan, duly executed by at least

sixty-seven percent (67%) of the Unit Owners and at least fifty-one percent (51%) of the Eligible Mortgagees.

5.06. Maintenance and Repair of Common Elements and Units. The Association shall provide for the current, regular and periodic maintenance, repair and replacement of the Common Elements (except for the Limited Common Elements to the extent the Unit Owners are obligated to maintain, repair and/or replace the same pursuant to the terms of Section 5.10 of this Declaration and except for watering lawns and plants near the Owner's Unit) and all exterior and structural parts of the Buildings, including the roof and party walls, whether these are of Units or the Common Elements. The Association shall clear snow from all streets, parking areas, sidewalks and driveways within the Property (to the extent not blocked by parked vehicles). The cost and expense of the foregoing shall be a Common Expense, and the Executive Board shall include in the annual Budget of the Association allocation of part of the Assessments to reasonable reserves to be accumulated for such periodic maintenance, repair and replacement expenses. The Association shall also provide for the periodic painting (as determined by the Executive Board) of outside surfaces of the Building which the Executive Board determines should be painted.

5.07. Use of Common Elements. Except as their use may otherwise be limited by this Declaration or the Bylaws or otherwise by the Executive Board pursuant to its powers, each Unit Owner, tenant and occupant of a Unit, and the family members, guests, customers, clients, agents and employees of such Unit Owner, tenant and occupant, may use the Common Elements in common with all other Unit Owners and tenants or occupants of other Units, and their respective family members, guests, customers, clients, agents and employees, in accordance with and only as is necessary for the purposes for which they are intended without hindering or encroaching upon the lawful rights of the other Unit Owners.

5.07.01. Reservation of Right to Offer Roadways for Dedication. Declarant reserves the right to offer for dedication to West Hanover Township, at any time, the roadways serving the Condominium, or any part thereof, as designated and identified on the Plan, without the consent of any Unit Owner or Eligible Mortgagee.

5.08. Common Expense of Common Elements. No Unit Owner may exempt himself from liability with respect to the payment of Assessments by waiver of the enjoyment of the right to use any of the Common Elements or by abandonment of his Unit or otherwise. The obligation to pay Assessments is absolute and unconditional and shall not be subject to setoffs or counterclaims.

5.09. Alteration to Common Elements by Unit Owner. No Unit Owner may make any improvements or alterations or do any work which would impair the structural integrity or mechanical systems of any Building, lessen the support of any portion of the Condominium or jeopardize the soundness or safety of the Property. No Unit Owner shall impair any easement or hereditament therein without the unanimous consent of the Unit Owners affected thereby. No Unit Owner shall alter any of the Common Elements, change the appearance of the Common Elements or change the exterior appearance of his Unit (including, but not limited to, the exterior surfaces of doors) or any other portion of the Condominium or do any work to any portion of a Unit that may be located within the Common Elements without the prior written approval of the Executive Board.

5.10. Limited Common Elements.

(a) The Limited Common Elements are described in Section 2.14 hereof and more particularly described and shown on the Plan.

(b) Except as described in Subsection 5.10(c), each Unit Owner shall have full individual responsibility for the maintenance, repair and/or replacement of the Limited Common Elements assigned to, appurtenant to, accompanying or serving his Unit, which shall include keeping such Limited Common Elements clean and free of debris and in a safe and proper operating condition. The failure by any Unit Owner to promptly and properly carry out his maintenance, repair and replacement obligations in connection with the Limited Common Elements assigned to, appurtenant to, accompanying or serving his Unit shall entitle the Association, after notice to such Unit Owner, to perform such maintenance, repair or replacement and levy Limited Common Expenses against the Owner and his Unit for the costs and expenses incurred by the Association.

(c) The Association shall only be responsible for the maintenance, repair and/or replacement of certain Limited Common Elements and the costs therefor shall be charged as Limited Common Expenses against the Owner and his Unit. The extent of the Association's responsibility for the foregoing shall be limited to the following:

( 1) Maintenance of yard areas exclusive of any rear yard areas which are fenced in accordance with Section 10.01(c) herein;

( 2) Replacement (if and when necessary) of walkway from parking area to Unit;



( 3) Resealing and resurfacing (if and when necessary) of common driveways to a Unit but not private driveways to Units; and

( 4) Repair and replacement of stairways serving more than one Unit.

(d) The Association shall not be responsible for the security of or insurance for items kept by Unit Owners in or on the Limited Common Elements.

(e) The Association shall have the right to assess Limited Common Expenses in equal shares against the Units to which the Limited Common Elements were assigned or appurtenant at the time the expense was incurred; provided the Association shall also have the right to assess individual Units for Limited Common Expenses associated with such Units. Limited Common Expenses associated with Limited Common Elements assigned to, shared by or appurtenant to more than one Unit shall be assessed equally to the Owners of such Units.

ARTICLE VI  
CONVERTIBLE REAL ESTATE

6.01. Reservation of Options.

(a) Declarant explicitly reserves the option, in accordance with the provisions of the Act, until the expiration of seven (7) years from the date of recordation of this Declaration, to create Units, Limited Common Elements or both within the Convertible Real Estate.

(b) These options may be exercised by the Declarant without the consent of any Owner or holder of a mortgage on any Unit. These options shall not terminate prior to their expiration except by amendment to this Declaration filed of record by the Declarant. Declarant expressly reserves the right to create Units, Limited Common Elements or both in the Convertible Real Estate at any time, at different times, in any order, without limitation; provided, however, that the number of Units created in the Condominium shall not exceed that stated in Section 4.01 above. The Declarant shall have the right to create Units, Limited Common Elements or both within the Convertible Real Estate at any time until the option herein reserved and granted expires.

6.02. No Assurances.

(a) The Declarant makes no assurances with respect to the exact location or dimensions of any Buildings that the Declarant may build or Units or Limited Common Elements that the Declarant may create within the Convertible Real Estate except Buildings and Units, to the extent they are built or created, shall be located in the areas shown on the Plan and, except as otherwise stated below, all Units created shall be restricted to residential and incidental uses. The Declarant makes no assurances with regard to the time at which any Units or Limited Common Elements will be created in the Convertible Real Estate, if at all. The Declarant shall not be required to create Units or Limited Common Elements within the Convertible Real Estate.

(b) The Declarant makes no assurances as to the location, size, architectural style, quality of construction or principal materials employed in the construction of any Buildings to be erected within the Convertible Real Estate. The Declarant makes no assurances as to the nature, type, size or maximum number (subject to the provisions of Section 4.01 herein) of Units or Limited Common Elements it may create within the Convertible Real Estate. All restrictions in this Declaration affecting use, occupancy and alienation of Units will apply to such Units as may be created within the Convertible Real Estate, except that differentiations may be made by the Declarant as to such Units to reflect and account for considerations that are particular to such Units. The Declarant reserves the right to maintain models, sales offices and/or management offices in such Units created in the Convertible Real Estate as the Declarant shall designate. The Declarant makes no assurances that the proportion of Limited Common Elements to Units created in the Convertible Real Estate will be approximately equal to the proportion existing in the other parts of the Condominium.

6.03. Reallocation of Common Element Interests, Common Expense Allocation and Votes in the Association. Upon the creation of additional Units within the Convertible Real Estate by the exercise of the option reserved by the Declarant in Section 6.01, the Common Element Interests and Common Expense Allocation shall be reallocated among all of the existing and additional Units in the Condominium in accordance with Section 5.02 and Section 12.06, respectively. Votes in the Association associated with Units existing in the Condominium shall not be reallocated upon the creation of additional Units in the Convertible Real Estate, and

the Owner of each Unit in the Condominium shall have one vote in the Association.

6.04. Procedure for Creating Units and/or Limited Common Elements in Convertible Real Estate. Upon the Declarant's election to create Units and/or Limited Common Elements in the Convertible Real Estate, the Declarant shall, at its own cost and expense, prepare and record an amendment to this Declaration so as to reflect such election. The Declarant shall have the right to record any such amendment without the approval of the Executive Board, the Association or the Unit Owners or Eligible Mortgagees of Units already included in the Condominium.

#### ARTICLE VII EASEMENTS

In addition to and in supplementation of the easements provided for in Sections 3216, 3217 and 3218 of the Act, the following easements are hereby created:

7.01. Ingress and Egress. Every Unit Owner shall have a perpetual right and easement of enjoyment and ingress and egress in and to the Common Elements (as distinguished from Limited Common Elements), and such easement shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

(a) The right of the Association to limit the number of guests who may use the Common Elements and facilities;

(b) The right of the Association to restrict the right to the use of the facilities by a Unit Owner for any period during which any charge, assessment or fee as provided for in this Declaration against his Unit remains unpaid, and for a period not to exceed thirty (30) days for any infraction of the published Rules and Regulations relating to such facilities; and

(c) Any Owner may delegate, in accordance with this Declaration, his right to enjoyment of the Common Elements to the members of his family or tenants who reside in his Unit.

7.02. Encroachments; Structural Support. Each Unit and the Common Elements shall be subject to an easement for encroachments created by construction, settling and overhangs in the Units or the Common Elements as constructed, repaired, renovated or improved. A valid easement for said encroachments and for the maintenance of same, so long as they stand, shall and does exist. In the event

that any improvement is partially or totally destroyed and then rebuilt, the Owners of the Units so affected agree that minor encroachments of parts of the adjacent Units or Common Elements due to said encroachments and the maintenance thereof shall exist. Every portion of a Unit contributing to the support of an abutting Unit shall be burdened with an easement of support for the benefit of such abutting Unit. Also, a valid easement shall and does exist in favor of each Owner to make reasonable use, not inconsistent with the terms of this Declaration, of the exterior wall of any adjoining Unit where the outer unfinished surface of such wall shall serve and separate any portion of such Owner's Unit or Limited Common Element appertaining thereto and such adjoining Unit notwithstanding the inclusion of such wall within the vertical boundaries of such adjoining Unit.

7.03. Utilities, Pipes and Conduits. There is hereby granted an easement upon, across, over and under all of the Property for ingress, egress, installation, replacement, repair and maintenance of any television antenna system and cable television system, and all utilities, including, but not limited to, water, sanitary and storm sewers, gas, telephone, fireplace flues and electricity. By virtue of this easement, it shall be expressly permissible for the providing utility company or other responsible party to erect and maintain other necessary equipment on the Property and to affix and maintain utility wires, circuits, conduits and pipes on, above, across and under the roof and exterior walls of the Units and provide service of such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property and Convertible Real Estate. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines or other utilities may be installed or relocated on said Property except those utilities initially programmed or those approved by the Declarant or hereafter approved by the Association, provided in no event shall any such future easements unreasonably interfere with the use and enjoyment of any Unit. Should any utility furnishing a service covered by the easement herein provided or should the Declarant request a specific easement by separate recordable document, the Association shall have the right to grant such easement on the Property without conflicting with the terms hereof. The easements provided for in this Article shall not impair any other Recorded easement on the Property.

7.04. Pedestrian and Vehicular Traffic and Parking. The Common Elements shall be and are hereby made subject to an easement in favor of the Unit Owners and their invitees, tenants and servants, the Association and the agents and employees of the Association, for pedestrian and vehicular traffic and parking on,

over, through and across such portions of the Common Elements as may be from time to time paved and intended for such purposes. Declarant reserves the right to specify parking space or spaces for utilization by specific Unit Owners or attributable to specified Units.

7.05. Declarant's Easement for Marketing. The Declarant reserves the right with respect to its marketing of Units to use the Common Elements and Limited Common Elements for the ingress and egress of itself, its officers, employees, agents, contractors and subcontractors and for prospective Purchasers of Units, including the right of such prospective Purchasers to park in parking spaces. The Declarant shall also have the right until the conveyance of the last Unit it owns to erect signs on the Property in connection with its marketing of Units. Any damage to the Common Elements or Limited Common Elements resulting from this easement shall be repaired by the Declarant within a reasonable time after the completion of its sales of the Units or termination of such use of the Common Elements or Limited Common Elements, whichever shall first occur. The Declarant agrees to indemnify and to hold the Association harmless from all liabilities resulting from the use of the Common Elements or Limited Common Elements in conjunction with the marketing of Units. The Declarant shall have the right from time to time to locate and relocate model Units for the marketing of Units and a sales office in connection with the marketing of Units. In addition, the Declarant shall have the right to locate, relocate and maintain model Units, manager's offices, sales offices and Association offices in the Units created in the Convertible Real Estate as the Declarant shall designate from time to time in the amendments to this Declaration recorded by the Declarant pursuant to Section 3211 of the Act. The rights reserved for the Declarant by this Section 7.05 shall remain in effect for as long as the Declarant shall remain a Unit Owner in the Condominium. This Section shall not be amended without the prior written consent of the Declarant.

7.06. Declarant's Easement for Construction. The Declarant reserves the right and privilege, without hindrance with respect to the construction of the Units and Common Elements of the Condominium, to go upon any and all of the Property for purposes of construction, reconstruction, maintenance, repair, renovation, replacement or correction of the Units or Common Elements (including, without limitation, to change the grade of grounds and/or to install drainage control devices so as to control possible drainage and/or runoff of storm water in connection with the development of the Property or any adjacent land). The Declarant agrees to indemnify and hold the Association harmless from liabilities resulting from the exercise of this easement.

This easement shall be appurtenant and shall pass with title to every Unit. The rights hereby reserved for the Declarant shall last for a period of seven (7) years after the Declarant has conveyed the last Unit the Declarant has the right to create in the Condominium. This Section shall not be amended without the prior written consent of the Declarant.

7.07. Declarant's Easement for Cable Installation. The Declarant reserves the right to itself or its assignee to use the Common Elements and Limited Common Elements for the construction and installation of a private cable system. Any damage to the Common Elements or Limited Common Elements resulting from this easement shall be repaired by the Declarant or Declarant's assignee within a reasonable time after the installation and construction of the private cable system.

#### ARTICLE VIII UNIT EASEMENTS

8.01. Unit Easements. The Units shall be and are hereby made subject to the following easements:

(a) In favor of the Association or its designee for inspection of the Units for the purposes of verifying performance by Unit Owners of all items of maintenance and repair for which they are responsible, for inspection of the condition of the Limited Common Elements and/or Common Elements situated in or accessible from such Unit, for correction of emergency conditions in each Unit or casualties to such Limited Common Elements and/or Common Elements and/or Unit, for repairing, replacing and improving Limited Common Elements and/or Common Elements therein or elsewhere in the Buildings, to abate any violation of law, orders, rules or regulations of any governmental authorities having jurisdiction, to correct any condition which violates the provisions of any mortgage, and for such other purpose as may be reasonably required to carry out its duties, it being understood and agreed that the Association and its agents shall take reasonable steps to minimize any interference with a Unit Owner's use of his Unit resulting from the Association's exercise of the foregoing rights pursuant to this Section or any other provision of this Declaration;

(b) In favor of the Limited Common Elements and/or Common Elements benefitted, for the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts and all other utility lines and conduits which are part of the

Limited Common Elements and/or Common Elements and which pass across or through a portion of a Unit or Units;

(c) There is hereby granted an easement to the Association or its officers, agents and employees, to any manager employed by or on behalf of the Association and to all policemen, firemen, ambulance personnel and all other similar Persons to enter upon the Property or any part thereof in the proper performance of their respective duties and for repair and maintenance of Common Elements, including the Limited Common Elements. Except in the event of emergencies, the rights accompanying the easements provided for in this subsection shall be exercised only during reasonable daylight hours and then, whenever practicable, only after advance notice to and with the permission of the Unit Owner or Owners directly affected thereby and shall not waive any Unit Owner's constitutional rights with regard to unreasonable search or seizure; and

(d) If a Unit or Units shall encroach upon any Common Element or upon any other Unit by reason of original construction or a cause other than the purposeful or negligent act or omission of the Unit Owner, then an easement appurtenant to such encroaching Unit, to the extent of such encroachment, shall exist for so long as such encroachment shall exist. If any Common Element shall encroach upon any Unit by reason of original construction or a cause other than the purposeful or negligence act or omission of the Association, then an easement appurtenant to such Common Elements, to the extent of such encroachment, shall exist for so long as such encroachment shall exist. In the event a Building is partially or totally destroyed and then rebuilt, encroachment upon the Common Elements and/or Units as and to the extent described above shall be permitted, and a valid easement for said encroachments and the maintenance thereof shall exist for so long as such encroachment continues to exist.

(e) In favor of the Declarant or its assignee for the construction and installation of a private cable system.

ARTICLE IX  
EASEMENTS APPURTENANT

All easements and rights described and mentioned in this Declaration are easements appurtenant, running with the land, Units, Limited Common Elements and Common Elements, perpetually in

full force and effect, and at all times shall inure to the benefit of and be binding upon Declarant, its successors and assigns, the Association, any Unit Owner, Purchaser, mortgagee, lessee, occupant and any other Person having an interest in the Property, Units, Common Elements, Limited Common Elements or any portion thereof.

ARTICLE X  
USES, PURPOSES AND RESTRICTIONS; LEASES

10.01. Restrictions. The Condominium Property referred to in this Declaration is subject to all covenants, restrictions, easements of record and other title exceptions set forth in Exhibit "D" and to the following restrictions:

(a) No Unit or Common Element (except home offices and those Units owned by the Declarant or Association on behalf of the Unit Owners) shall be used for any purpose other than as a private residence for the use of one family consistent with this Declaration, Bylaws and any Rules and Regulations promulgated by the Association, nor shall anything be done therein which may be a nuisance to the occupants of neighboring Units.

(b) Each Unit Owner shall be obligated to maintain his own Unit and keep it in good order and repair and pay all real estate taxes and Assessments imposed upon such Owner's Unit by any governmental authority, and to abide by the terms and conditions of this Declaration, the Bylaws and any Rules and Regulations adopted by the Executive Board.

(c) There shall be no obstruction of the Common Elements nor shall anything be stored in or on the Common Elements without the prior written consent of the Association or except as hereinafter expressly provided. No Owner or group of Owners shall build, plant or maintain any matter or thing upon, over or under the Common Elements except with the express permission of the Association in writing first had and obtained except in flower beds directly in front of and behind the Unit. Unless Declarant has built or caused to be built a fence in the rear yard adjacent to a Unit, a Unit Owner may, at its sole cost and expense, erect a fence in the rear yard; provided that the Unit Owner obtains the prior written approval of the Association which may be withheld by the Association in its sole and absolute discretion. In the event a Unit Owner erects a fence, the Association shall no longer be obligated to maintain the landscaping or cut grass in the rear yard. No trash, garbage, refuse, debris or excess



materials of any kind shall be placed on or about the Common Elements except in receptacles specifically designated therefor. No one shall burn, chop or cut anything on, over or above the Common Elements. Each Unit Owner is responsible to report promptly to the Association any defect or need for repairs, the responsibility for which is that of the Association.

(d) Nothing shall be done or kept in any Unit or the Common Elements which will increase the rate of insurance of any Building or the contents thereof beyond the rates applicable to residential Units without prior written consent of the Association. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on any Building or the contents thereof or which will be in violation of any law.

(e) Unit Owners shall not cause or permit anything to be hung, painted or displayed on the outside of windows or doors or on the outside walls of any Building, except that seasonal decorations may be displayed for a maximum period of four (4) weeks, and no sign, awning, canopy, shutter, or CB or radio or television antenna or satellite dish, excepting a satellite dish with a maximum width of 24" and attached to the rear of a Unit, shall be affixed or placed upon the exterior walls or roof of any Building without the prior written consent of the Association, except that Declarant may display reasonable for-sale signs until all Units owned by Declarant are sold.

(f) No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Elements, except that dogs, cats or other household pets may be kept, subject to the Rules and Regulations to be adopted by the Association, and provided they are not kept, bred or maintained for any commercial purpose. Any such pet causing or creating a nuisance or unreasonable disturbance or noise or causing unreasonable odor shall be permanently removed from the Property upon three days' written notice from the Association. No pet may be tied or leashed to or on any Common Element.

(g) All Unit Owners will be responsible for the prompt disposal of all pet litter.

(h) No noxious or offensive activity shall be permitted in any Unit or in or on the Common Elements, nor shall anything be done therein, either willfully or

negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants.

(i) Nothing shall be done to any Unit or on or in the Common Elements which will impair the structural integrity of any Building or which will structurally change the Building.

(j) No clothes, sheets, blankets, laundry of any kind or any other articles shall be hung or exposed on any part of the Unit or of the Common Elements or Limited Common Elements.

(k) No industry, business, trade, occupation or profession of any kind, be it commercial, religious, educational or otherwise, may be conducted, maintained or permitted on any part of the Property except for home occupancy in strict accordance with any applicable rule, regulation or ordinance. No commercial vehicles of a size larger than a van may be parked on any part of the Property except those vehicles temporarily on the Property for purposes of servicing the Property itself or one of the Units. No boat trailers or boats shall be parked overnight on or about the Common Elements unless the Association shall reserve a space therefor and designate such space for the Unit Owner. Nothing contained in this subsection shall prohibit any reasonable activities of Declarant and Declarant's agents, servants and employees in the original sale of all Units by them owned.

(l) No non-passenger vehicle of any type and no unlicensed or non-operational motor vehicles of any type shall be permitted to remain overnight on any property of a Unit Owner other than as may be used by the Declarant in conjunction with Building operations.

(m) No boats of any type shall be permitted on the property of a Unit Owner.

(n) No commercial or recreational vehicle or boat will be permitted in any area except areas specifically designated, if any, within the Common Elements for said vehicles or boats.

(o) All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over the Condominium shall be observed by each Unit Owner and the Association.

(p) Each Unit Owner shall be entitled to share in any surplus accumulated by the Association and shall be liable for

Common Expenses in the same percentage as the individual Unit Owner has in the undivided interest of the total Common Elements. Surplus funds may be credited on a pro rata basis to the Unit Owners to reduce each Unit Owner's future Common Expense Assessments.

10.02. Leases.

(a) No Unit may be leased or subleased for transient or hotel purposes or for an initial term of less than three (3) months.

(b) No Unit may be leased or subleased without a written lease or sublease.

(c) A copy of each lease or sublease shall be furnished to the Executive Board within ten (10) days of written request therefor.

(d) The rights of any lessee or sublessee of a Unit shall be subject to, and each such lessee or sublessee shall be bound by, this Declaration, Bylaws and Rules and Regulations, and a default thereunder 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 Common Expense Assessments or Special Assessments on behalf of the Owner of that Unit. The Association shall have the right to enforce the provisions of any lease or sublease of a Unit directly against the tenant or subtenant if such tenant or subtenant defaults under any covenant, condition or restriction set forth in this Declaration, the Bylaws or the Rules and Regulations, if any, provided, however, that the Association has first given written notice of such default to the Unit Owner subject to the lease or sublease, and such default has not been cured within the period specified in such notice.

(e) The provisions of Subsections 10.02(a) through (d), inclusive, shall not apply to a holder of a first mortgage who is in possession of a Unit following a default in such mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure.

ARTICLE XI  
MORTGAGES

A Unit Owner (other than the Declarant or the Association) may encumber his Unit only by a first and/or second mortgage. Any mortgage and the obligation secured by a Unit herein shall be subject to the terms and conditions of the Act, this Declaration and the Bylaws.

ARTICLE XII  
THE ASSOCIATION, EXECUTIVE BOARD, VOTING

12.01. Powers. An Association of Unit Owners shall be organized in accordance with Section 3301 of the Act and shall have all the powers and duties as are provided by the Act and this Declaration. The powers and duties of the Association shall include, but not be limited to, the following:

(a) To provide for the operation, care, upkeep and maintenance of the Condominium Property and to provide for all reasonable and necessary insurance coverage for damage to Common Elements and personal property owned by the Association and appropriate liability insurance, workmen's compensation, officers' and directors' liability insurance and fidelity bonds in a manner consistent with the law and the provisions of this Declaration and the Bylaws;

(b) To provide for the establishment and collection of charges from the Unit Owners and the Assessment and/or enforcement of liens therefor in a manner consistent with the law and the provisions of this Declaration and the Bylaws;

(c) To provide for the employment of personnel, contractors or others necessary to maintain, operate, renovate and improve the Condominium Property and the provision of services for the Condominium Property in a manner consistent with the law and the provisions of this Declaration and the Bylaws;

(d) To provide for the promulgation and enforcement of such Rules and Regulations, restrictions or requirements as may be deemed proper respecting the use, occupancy and maintenance of the Common Elements, including the Units and Limited Common Elements, all of which shall be consistent with the law and the provisions of this Declaration and the Bylaws, but which may either supplement or elaborate upon the provisions of this Declaration and the Bylaws; and

(e) To take or cause to be taken any and all other actions which are required or permitted under the Act, this Declaration and the Bylaws.

12.02. Executive Board. A Board of three (3) individuals elected by the Association for a term of one (1) year shall be vested with the authority, subject to the provisions of the Act, to act on behalf of the Association consistent with law and the provisions of this Declaration and the Bylaws. The original term of office shall commence from the date of organization and shall continue for a period of one (1) year. The Board shall have the power to act on behalf of the Association except that the Board may not amend this Declaration, terminate the Common Elements, elect members of the Executive Board or determine the qualifications, powers, duties or terms of the Board members, but the Executive Board may fill vacancies in its membership for unexpired portions of terms.

12.03. Appointment of Executive Board. The original members of the Executive Board shall be appointed by Declarant. No later than sixty (60) days after conveyance of seventy-five percent (75%) of the Units to Unit Owners other than the Declarant, the members of the Executive Board shall be elected by Unit Owners, including the Declarant. Not later than sixty (60) days after conveyance of twenty-five percent (25%) of Units to Unit Owners other than Declarant, not less than twenty-five percent (25%) 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 percent (50%) of the Units to Unit Owners other than the Declarant, not less than thirty-three and one-third percent (33-1/3%) of the members of the Executive Board shall be elected by Unit Owners other than the Declarant. Consistent with the foregoing, for a period of time not to exceed seven (7) years, or one hundred eighty (180) days after conveyance of seventy-five percent (75%) of the Units to Unit Owners other than the Declarant, whichever first occurs, and beginning on the date of the conveyance of the first Unit, Declarant may, at its option, control the Association, and shall specifically have the power to appoint and remove officers and members of the Executive Board. The Declarant reserves the right to send representatives to observe all meetings of the Executive Board while the Declarant holds legal title to a Unit in the Condominium.

12.04. Membership. Every Owner of a Unit which is subject to Assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to Assessment.

12.05. Voting.

(a) At any meeting of the Association, the Unit Owners of each Unit, collectively, shall be entitled to cast one (1) vote.

(b) In the event the Declarant exercises its right to convert Convertible Real Estate, the Unit Owners of each added or converted Unit shall be entitled to one (1) vote per Unit.

12.06. Common Expenses.

(a) Common Expenses shall be assessed against each Unit in accordance with the Common Expense Allocation set forth in Exhibit "E" attached hereto and made a part thereof.

(b) In the event the Declarant exercises its rights to convert Convertible Real Estate, the Common Expenses assessed against each completed Unit shall be in accordance with the charges levied by the Association as the same may be amended from time to time. The Common Expense Allocation and Common Element Interests will be reallocated at the time of creation of additional Units in the Convertible Real Estate in accordance with Section 5.02 herein. Nothing herein shall limit the right of Declarant or the Association from revising the Budget to account for the additional expenses and income anticipated as a result of such exercise of Declarant's right to convert Convertible Real Estate.

12.07. Indemnification of Officers and Executive Board. The Association shall indemnify each officer of the Association and member of the Executive Board, his heirs, executors and administrators, against all loss, costs and expenses, including attorneys' fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a member of the Executive Board or an officer of the Association except as to matters in which he shall be finally adjudged to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matter covered by the settlement as to which the Association is advised by counsel that the Person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such Executive Board member or officer of the Association in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Executive Board member or officer of the Association may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Association by

reason or arising out of or in connection with the foregoing indemnification provisions shall be treated by the Association as Common Expenses; provided, however, that nothing in this Section shall be deemed to obligate the Association to indemnify any Person, who is or has been an Executive Board member or an officer of the Association with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of his membership in the Association.

ARTICLE XIII  
COVENANT FOR MAINTENANCE ASSESSMENTS

13.01. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Unit for which a certificate of occupancy has been issued, and each subsequent Owner of any Unit other than Declarant, whether or not it shall be so expressed in the Deed to such Unit, is deemed to covenant and agree to pay to the Association: (1) annual Assessments or charges, and (2) Special Assessments for capital improvements, such Assessments to be established and collected as hereinafter provided. The annual and Special Assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Unit (including all improvements thereon) against which each such Assessment is made. Each such Assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Owner of such Unit at the time when the Assessment became effective. The personal obligation for delinquent Assessments shall not pass to his successors in title unless expressly assumed by them.

13.02. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners of Units for the restoration, improvement, maintenance and insurance of the Common Elements and all services and facilities relating to the use and enjoyment thereof.

13.03. Initiation Fee. There shall be an Initiation Fee charged to each Unit Owner for each Unit in the amount of \$200.00 to be paid upon conveyance of title. Such sums shall be applied by the Association to a reserve account.

13.04. Annual Assessments for Common Expenses. The Association shall levy and collect in each fiscal year an annual Assessment upon each Unit liable therefor to provide revenues to pay all Common Expenses, including, inter alia, the following:

(a) Maintenance of the Common Elements, Common Element walkways, if any, and maintenance of recreation areas, if any.

(b) Maintenance of Units and yards, excluding rear yard areas enclosed by fences, driveways and other unimproved areas of lots, including repair, replacement, reconstruction, snow removal and cleaning of streets, roadways, pathways and parking areas.

(c) Trash collection, refuse and garbage removal, snow removal, landscaping, vermin extermination or other similar services, if any, provided to any part of the Units or Common Elements only.

(d) Comprehensive liability insurance coverage, covering liability for loss or damage to Persons or property, insuring to the extent available the Owners, the Declarant and the Association against any liability to the public or to Owners, their tenants or invitees, relating in any way to the ownership and/or use of the Common Elements and/or any part thereof. Limits of liability shall be at least One Million Dollars (\$1,000,000.00) per occurrence. The scope and amount of coverage of all liability insurance policies shall be reviewed at least once each year by the Board and may be increased in its discretion.

(e) Fire and extended coverage insurance covering damage to Property for all of the Common Elements and personal property owned by the Association and such workmen's compensation insurance and other such insurance as applicable laws and the Act may require or as the Board may deem advisable.

(f) Management fees and salaries or such expenses as the Board may deem necessary or desirable for the operation and maintenance of the Common Elements.

(g) Legal, accounting, engineering or other professional fees and administrative costs necessary and proper for any one or more of operation and maintenance of the Common Elements, conduct of the affairs of the Association or enforcement of this Declaration or any Rules and Regulations.

(h) Officers' and directors' liability insurance and fidelity bonds as the Board may deem necessary or advisable.



(i) Maintenance, improvements and additions to the Common Elements, as the Board may deem necessary and proper, as well as any materials, supplies, labor, services, structural alterations, insurance and tax assessments which apply thereto and/or which the Association is required to secure or pay by law, by this Declaration or which the Board deems necessary and proper in its discretion.

(j) Mechanics' and materialmen's liens arising as a result of maintenance of the Common Elements or part of it.

(k) Real estate, sale and use and all other taxes or other governmental charges due or paid with respect to use, ownership or occupancy of the Common Elements; provided, however, that real estate taxes on the Common Elements shall be paid only to the extent that such taxes are assessed against the Association as the owner of record of the Common Elements. Any portion of the Common Elements included within the tax assessment of a particular Unit by the appropriate taxing authorities shall be the responsibility of the Owner of such Unit and shall in no event be a responsibility of the Association.

(l) Amounts necessary to recover any deficits from operations of the Association in prior years.

(m) Adequate reserves, as determined by the Board for: (1) repair, replacement or depreciation of the Common Elements, or any portion thereof; (2) uncollectible accounts; and (3) any other contingency for which a reserve account reasonably may be established pursuant to sound accounting practices.

13.05. Maximum Assessment. Beginning on the first day of the month following occupancy of the first Unit, the monthly Assessment shall be (1) Fifty Dollars (\$50.00) per month per Unit without a garage, and (2) Fifty-Five Dollars (\$55.00) per month per Unit with a garage. If and in the event the Association provides refuse or trash collection services, the monthly assessment is estimated to be Sixty Dollars (\$60.00) per month per Unit and Sixty-Five Dollars (\$65.00) per month per Unit respectively.

(a) From and after January 1 of the year immediately following the occupancy of the first Unit, the Assessment may be increased by the Board each year not more than 10% above the maximum Assessment for the previous year without a vote of the membership;

(b) From and after January 1 of the year immediately following the occupancy of the first Unit, the Assessment may

be increased above 10% by a vote of two-thirds (2/3) or of each class of members who are voting, in person or by proxy, at a meeting duly called for this purpose; and

(c) The Association, through its Executive Board, may fix the Assessment at an amount not "in excess of the maximum."

13.06. Special Assessments for Capital Improvements. In addition to the Assessments authorized above, the Association may levy, in any Assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Elements, including fixtures and personal property related thereto; provided that any such Assessment shall have the consent of two-thirds (2/3) of the votes of the members of the Association who are voting, in person or by proxy, at a meeting duly called for this purpose.

13.07. Supplemental Annual Assessments. If the cash requirement estimate at the beginning of any fiscal year (commencing on or after the calendar year 2000) shall prove to be insufficient to cover the actual Common Expenses for such fiscal year for any reason, including (by way of illustration and not limitation) any Owner's nonpayment of his Assessment, the Association may, at any time it deems necessary and proper, levy a supplemental annual Assessment against each Unit except that, in the event such supplemental annual Assessment is required because of the failure of one or more Owners to promptly pay an annual Assessment, the supplemental annual Assessment against other Units may be determined based upon the anticipated failure of such defaulting Owner or Owners to pay his or their share of such supplemental annual Assessment.

13.08. Billing Annual Assessments. Annual Assessments are due and payable on the first day of each fiscal year. Annual Assessments may be billed in monthly, quarterly or any other periodic installments as may be determined by the Board. Each Owner shall pay any Assessment bill levied hereunder within thirty (30) days.

13.09. Failure of Board to Fix Annual Assessment. If an annual Assessment for Common Expenses for any fiscal year is not fixed before the expiration of the previous fiscal year, the Unit Owners shall continue to pay the same sums they were paying in the fiscal year just ended as if such sums were the new annual Assessment, and such failure to fix a new annual Assessment shall not constitute a waiver, modification or release of any Owner's

obligation. If the Board shall change the annual Assessment at a later date, an increase in the total Assessment amount as a result of such new Assessment shall be treated as if it were a supplemental Assessment hereunder and be retroactive to the beginning of the fiscal year.

13.10. Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise determined by the Board.

13.11. Other Special Assessments. The Board shall have the authority to fix, determine, assess and collect Special Assessments for the following purposes:

(a) Any expenditure which the Association shall be required to make for the maintenance of all or any part of the Common Elements because of any injury thereto or misuse thereof by one or more Owners, or their tenants, guests, invitees or licensees, or resulting from theft or damage to any portion of the Common Elements, shall be assessed as a Special Assessment against the Unit owned by the Owner or Owners responsible for such injury, loss or misuse, or whose tenants, guests, invitees or licensees caused such injury, loss or misuse; and

(b) If the Association shall have made any expenditures on behalf of any Owner or Owners for any reason deemed necessary by the Board, the Board shall levy such expenditures as a Special Assessment upon the Unit owned by the Owner benefitted or who is responsible for the expenses.

Such Special Assessments shall be levied promptly, and the debt arising from such Special Assessment shall be treated and due in the same manner as the Assessment.

13.12. Effect of Nonpayment of Assessments; Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum to be compounded daily. The Association may bring an action at law against the Owner personally obligated to pay the Assessment and/or foreclose the lien against the Unit pursuant to the terms of Section 3315 of the Act, as the same may be amended. In addition, the Unit Owner shall likewise be responsible for payment of reasonable attorneys' fees and costs if the Assessment and interest is more than sixty (60) days in default. No Owner may waive or otherwise escape liability for the Assessments provided for herein by nonuse of the Common Elements or abandonment of his Unit or any other reason.

13.13. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Condominium, or any part thereof, subject to the Assessment. Sale or transfer of any Unit will not affect the Assessment lien; provided, however, that the sale or transfer of any Unit pursuant to mortgage foreclosure or any other proceeding in lieu of foreclosure shall extinguish the lien of such Assessments as to payments which became due prior to the six-month period immediately preceding such sale or transfer. No sale or transfer shall relieve such Unit from liability for any Assessments thereafter becoming due or from the lien thereof.

ARTICLE XIV  
NOTICE

All notices required to be served upon Unit Owners pursuant to the Act, this Declaration or the Bylaws shall be sufficient if delivered to the Unit or mailed to the Unit Owner at the Unit mailing address by regular mail. The effective date of a notice shall be the date of delivery to the Unit in the case of actual delivery and a date five (5) days after deposit in the mail in the case of notice sent by mail.

ARTICLE XV  
RIGHTS OF DECLARANT MORTGAGEE AND ELIGIBLE MORTGAGEES

15.01. Eligibility. An Eligible Mortgagee of a first mortgage on a Unit in the Condominium shall be required to provide to the Association a statement of its name, address and the Unit against which is the first mortgage it holds, insures or guarantees in order to be an Eligible Mortgagee as such term is used in this Declaration and thereby entitled to the rights set forth for its benefit in this Article XV and elsewhere in this Declaration.

15.02. Notices to Declarant Mortgagee and Eligible Mortgagees. Upon written request to the Association, identifying the name and address of the Declarant Mortgagee or an Eligible Mortgagee and the designation of the particular Unit, if applicable, the Declarant Mortgagee or any Eligible Mortgagee of a first mortgage lien on a Unit shall be entitled to timely notice of:

- (a) Any condemnation loss or any casualty loss which affects a material portion of the Condominium (including any part of the Common Elements) or any Unit on which there is a

first mortgage held, insured or guaranteed by such Eligible Mortgagee, as applicable;

(b) Any delinquency in the payment of Assessments or charges owed by an Owner of a Unit subject to a first mortgage held, insured or guaranteed by such Eligible Mortgagee, or any other default in the performance by an Owner of the Unit against which the mortgage lien applies of any obligation under this Declaration, the Bylaws or any Rules and Regulations of the Association, which delinquency or other default continues for a period of sixty (60) days;

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(d) Any proposed action which would require the consent of the Declarant Mortgagee or the consent of a specified percentage of Eligible Mortgagees as specified in Sections 15.04 and 15.05 below.

15.03. Limitation of Rights of Eligible Mortgagees.

(a) Eligible Mortgagees shall not 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 except as specifically provided in this Declaration;

(b) Eligible Mortgagees shall not receive or apply the proceeds of insurance to the reduction of the mortgage debt secured by such Eligible Mortgagees' mortgages or otherwise except in the event and to the extent of a distribution thereof to Unit Owners; and

(c) Eligible Mortgagees shall not accelerate or 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 an affected Unit.

15.04. Declarant Mortgagee and Eligible Mortgagee Approval.

(a) Any restoration or repair of the Condominium, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Plan and the original plans and specifications unless other action is approved, in writing, by the Declarant

Mortgagee and by at least fifty-one percent (51%) of all Eligible Mortgagees.

(b) Any election to terminate the legal status of the Condominium after substantial destruction or a substantial taking in condemnation of the Property shall require the prior written approval of the Declarant Mortgagee and the approval of at least fifty-one percent (51%) of all Eligible Mortgagees. Any other abandonment or termination of the Condominium by act or omission shall require the prior written approval of the Declarant Mortgagee and of at least sixty-seven percent (67%) of all Eligible Mortgagees.

(c) Any abandonment, partition, subdivision, encumbrance, sale or transfer of any of the Common Elements (except for granting easements for utilities or other public purposes consistent with the intended use of the Common Elements) by act or omission shall require the prior written approval of the Declarant Mortgagee and at least sixty-seven percent (67%) of the Eligible Mortgagees of first mortgages on Units.

#### 15.05. Document Amendments.

(a) 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, to include the prior written approval of Declarant Mortgagee in all cases and the approval of an Eligible Mortgagee if required.

(b) Other than amendments to this Declaration or the Bylaws (the "Condominium Documents") or termination of the Condominium made as a result of destruction, damage or condemnation, the consent of at least eighty percent (80%) of the Unit Owners, the prior written approval of Declarant Mortgagee and the approval of at least sixty-seven percent (67%) of the Eligible Mortgagees shall be required to terminate the Condominium.

(c) The consent of at least sixty-seven percent (67%) of the Unit Owners, the prior written approval of Declarant Mortgagee and the approval of at least fifty-one percent (51%) of the Eligible Mortgagees shall be required to add or amend any material provisions of this Declaration or the Bylaws which establish, provide for, govern or regulate any of the following:

- ( 1) Voting;
- ( 2) Assessments, Assessment liens or priority of such liens;
- ( 3) Rights to use of the Common Elements;
- ( 4) Responsibility for maintenance and repair of the Common Elements;
- ( 5) Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium except as heretofore provided in this Declaration;
- ( 6) Boundaries of any Unit;
- ( 7) The interests in the Common Elements or Limited Common Elements;
- ( 8) Convertibility of Units into Common Elements or of Common Elements into Units;
- ( 9) Restrictions on leasing of Units;
- (10) Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer or otherwise convey his Unit; and
- (11) Any provisions which are for the express benefit of the Declarant Mortgagee or Eligible Mortgagees.

(d) An addition or amendment to the Condominium Documents shall not be considered material if it is for the purpose of correcting technical errors or for clarification. The Declarant Mortgagee and an Eligible Mortgagee who receives a written request to approve additions or amendments who does not deliver to the requesting party a negative response within fifteen (15) days shall be deemed to have approved such request.

15.06. General. All votes of Eligible Mortgagees shall be based upon one (1) vote for each mortgage held, guaranteed or insured.

ARTICLE XVI  
DECLARANT/SPECIAL DECLARANT RIGHTS

16.01. Declarant Rights. Notwithstanding any other provisions contained herein, for so long as the Declarant continues to own any Unit(s), 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 terms and conditions as it shall deem to be in its own best interests.

(b) Declarant shall have the right to transact on the Property 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 Property.

(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; 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 Eligible 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) Declarant shall have the right to request of the Association and the Association shall provide to Declarant or its designee, within five (5) business days of said request, a copy of the master fire/liability insurance policy and all endorsements covering the Condominium.



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

16.02. Transfer of Special Declarant Rights.

(a) No Special Declarant Rights created or reserved under this subsection may be transferred except by an instrument evidencing the transfer Recorded in the Recorder of Deeds Office of Dauphin 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 transferor Declarant and the liabilities and obligations of successors to Special Declarant Rights shall be determined in accordance with Section 3304 of the Act.

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

16.03. 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 16.03(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 II 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 companies, 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.

16.04. Limitation of Liability. Except as is set forth in the Act, as the 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 Eligible Mortgagee and/or other lienholder, any guest or invitee, 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, if unsuccessful in said claim, demand, law suit or other legal proceeding, shall pay to the Declarant, on demand, the costs incurred by the Declarant, including attorneys' 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 XVII TERMINATION

17.01. Statute. The Condominium may be terminated as provided by Section 3220 of the Act.

17.02. Destruction. In the event it is determined in the manner provided in the Act and the Bylaws that any Building or Buildings shall not be reconstructed after the occurrence of a casualty, the Condominium will be thereby terminated as to such Building or Buildings, and the Common Element Interest, and the votes in the Association of any Unit or Units not rebuilt shall be reallocated as provided in the Act. The determination not to reconstruct after casualty shall be evidenced by a certificate of the Executive Board executed by the President and Secretary or

Treasurer certifying as to the facts effecting the termination, which certificate shall become effective upon being Recorded.

17.03. By Agreement. The Condominium may be terminated at any time by the agreement of Unit Owners of Units to which 80% of the votes in the Association are allocated or, in the event the Association has not been organized, by 80% of the Owners of Units. Such agreement shall be in writing and be executed in the same manner as a deed by at least 80% of the Unit Owners. The termination agreement must specify the date it was first executed or ratified by a Unit Owner. Such agreement of termination shall become effective upon its being Recorded.

17.04. General Provisions. Upon termination of the Condominium, each Unit Owner shall thereby become a tenant-in-common of the Property as provided in Section 3220 of the Act, and the Eligible Mortgagee and/or lienor of a former Unit Owner shall have a mortgage and lien solely and exclusively upon the respective interest of such tenant in the Property after the termination.

#### ARTICLE XVIII GENERAL PROVISIONS

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

18.02. 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.

18.03. 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.

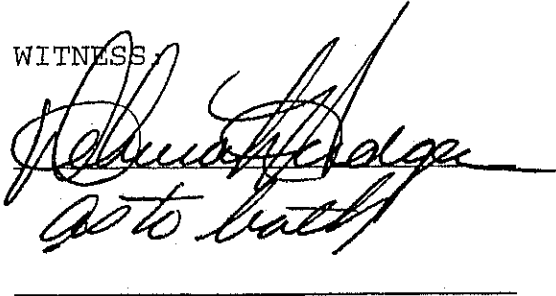
18.04. Headings. The headings herein are for reference purposes only and shall not affect the meaning or interpretation of this Declaration.

18.05. Effective Date. This Declaration shall become effective when it has been duly entered of record.


18.06. Binding. This Declaration shall inure to the benefit of and shall be binding upon the Declarant and its and/or their heirs, executors, successors and assigns.

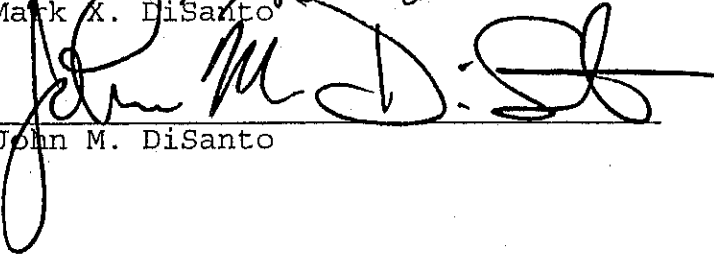
IN WITNESS WHEREOF, the Declarant has set its hand and seal the day and year first written above.

WITNESS:

  
\_\_\_\_\_

DECLARANT:

  
\_\_\_\_\_  
Mark X. DiSanto

  
\_\_\_\_\_  
John M. DiSanto

LIST OF EXHIBITS

Exhibit

- A Description of Land Subject to Condominium
- A-1 Convertible Real Estate
- B Plan (Plats and Plans)
- C List of Units and Interest in Common Elements
- D Title Exceptions
- E Common Expense Allocation

## LEGAL DESCRIPTION (OVERALL)

ALL THAT CERTAIN TRACT OF LAND WITH IMPROVEMENTS THEREON SITUATED IN WEST HANOVER TOWNSHIP, DAUPHIN COUNTY, PENNSYLVANIA, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS TO WIT:

BEGINNING AT A POINT IN THE CENTERLINE OF CLOVER LANE (T-520) (33' WIDE EXISTING) NEAR THE INTERSECTION OF HILLCREST AVENUE AND AT THE SOUTHEAST CORNER OF LAND NOW OR FORMERLY OWNED BY CONSTATINE GLYNOS (DEED BOOK 573, PAGE 198); THENCE ALONG SAID CENTERLINE OF CLOVER LANE BY A BEARING OF SOUTH 13°22'08" EAST FOR A DISTANCE OF 892.59' TO A POINT; THENCE LEAVING SAID CENTERLINE OF CLOVER LANE AND RUNNING ALONG LOT No. 2 BY A BEARING OF SOUTH 76°37'52" WEST FOR A DISTANCE OF 410.23' TO A POINT; THENCE ALONG THE LAND NOW OR FORMERLY OWNED BY NED DIEHL (DEED BOOK 666, PAGE 266) FOR THE FOLLOWING TWO COURSES AND DISTANCES: 1.) BY A BEARING OF NORTH 14°16'56" WEST FOR A DISTANCE OF 210.14' TO A POINT 2.) BY A BEARING OF SOUTH 75°41'20" WEST FOR A DISTANCE OF 771.95' TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF SAID DIEHL LAND AND ALONG THE LAND NOW OR FORMERLY OWNED BY DONALD HEIST (DEED BOOK 1762, PAGE 476); THENCE ALONG SAID HEIST LAND, LAND NOW OR FORMERLY OWNED BY DARYL BARRY (DEED BOOK 136, PAGE 495), AND LAND NOW OR FORMERLY OWNED BY LEE WITMAN (DEED BOOK 775, PAGE 478) RESPECTIVELY, BY A BEARING OF NORTH 16°40'56" WEST, PASSING OVER AN IRON PIN AT A DISTANCE OF 260.43' FOR A TOTAL DISTANCE OF 626.47' TO A POINT, SAID POINT BEING A COMMON CORNER OF SAID WITMAN LAND, LAND NOW OR FORMERLY OWNED BY AMMON H. CASSEL AND LAND NOW OR FORMERLY OWNED BY RICHARD GRUMBINE (DEED BOOK 2163, PAGE 136) AND IS ALSO REFERENCED FROM AN IRON PIN BY A BEARING OF SOUTH 73°14'02" WEST FOR A DISTANCE OF 1.01'; THENCE ALONG SAID GRUMBINE LAND BY A BEARING OF NORTH 73°15'30" EAST FOR A DISTANCE OF 479.51' TO AN IRON PIN, SAID IRON PIN BEING A COMMON CORNER OF SAID GRUMBINE AND OTHER LAND NOW OR FORMERLY OWNED BY RICHARD GRUMBINE (DEED BOOK 3358, PAGE 23); THENCE ALONG SAID GRUMBINE LAND AND LAND NOW OR FORMERLY OWNED BY CONSTATINE GLYNOS (DEED BOOK 573, PAGE 198) BY A BEARING OF NORTH 73°25'52" EAST, PASSING OVER AN IRON PIN AT A DISTANCE OF 310.61' FOR A TOTAL DISTANCE OF 744.11' TO A POINT, SAID POINT BEING THE POINT AND PLACE OF BEGINNING.

CONTAINING 872,251 SQUARE FEET OR 20.024 ACRES.

UNDER AND SUBJECT TO THAT PORTION OF LAND THAT FALLS IN THE WEST HANOVER TOWNSHIP RIGHT-OF-WAY FOR CLOVER LANE (33' WIDE EXISTING) (DEDICATED 25' FROM CENTERLINE), MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS TO WIT:

BEGINNING AT A POINT IN THE CENTERLINE OF CLOVER LANE (T-520) (33' WIDE EXISTING) NEAR THE INTERSECTION OF HILLCREST AVENUE AND AT THE SOUTHEAST CORNER OF LAND NOW OR FORMERLY OWNED BY CONSTATINE GLYNOS (DEED BOOK 573, PAGE 198); THENCE ALONG SAID CENTERLINE OF CLOVER LANE BY A BEARING OF SOUTH 13°22'08" EAST FOR A DISTANCE OF 892.59' TO A POINT; THENCE LEAVING SAID CENTERLINE OF CLOVER LANE AND RUNNING ALONG LOT No. 2 BY A BEARING OF SOUTH 76°37'52" WEST FOR A DISTANCE OF 25.00' TO A POINT; THENCE ALONG THE DEDICATED RIGHT-OF-WAY LINE FOR CLOVER LANE BY A BEARING OF NORTH 13°22'08" WEST FOR A

1  
EXHIBIT "A"

DISTANCE OF 891.19' TO A POINT, SAID POINT BEING ALONG THE LAND NOW OR FORMERLY OWNED BY CONSTATINE GLYNOS (DEED BOOK 573, PAGE 198); THENCE ALONG SAID GLYNOS LAND BY A BEARING OF NORTH 73°25'52" EAST FOR A DISTANCE OF 25.04' TO A POINT, SAID POINT BEING THE POINT AND PLACE OF BEGINNING.

CONTAINING 22,297 SQUARE FEET OR 0.512 ACRES.

## LEGAL DESCRIPTION (PHASE 2)

ALL THAT CERTAIN TRACT OF LAND WITH IMPROVEMENTS THEREON SITUATED IN WEST HANOVER TOWNSHIP, DAUPHIN COUNTY, PENNSYLVANIA, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS TO WIT:

BEGINNING AT A POINT ALONG LAND NOW OR FORMERLY OWNED BY NED DIEHL (DEED BOOK 666, PAGE 266), SAID POINT BEING REFERENCED FROM A CORNER OF SAID DIEHL LAND BY A BEARING OF SOUTH 75°41'20" WEST FOR A DISTANCE OF 238.76'; THENCE BY SAME BY A BEARING OF SOUTH 75°41'20" WEST FOR A DISTANCE OF 533.19' TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF SAID DIEHL LAND AND ALONG THE LAND NOW OR FORMERLY OWNED BY DONALD HEIST (DEED BOOK 1762, PAGE 476); THENCE ALONG SAID HEIST LAND, LAND NOW OR FORMERLY OWNED BY DARYL BARRY (DEED BOOK 136, PAGE 495), AND LAND NOW OR FORMERLY OWNED BY LEE WITMAN (DEED BOOK 775, PAGE 478) RESPECTIVELY, BY A BEARING OF NORTH 16°40'56" WEST, PASSING OVER AN IRON PIN AT A DISTANCE OF 260.43' FOR A TOTAL DISTANCE OF 626.47' TO A POINT, SAID POINT BEING A COMMON CORNER OF SAID WITMAN LAND, LAND NOW OR FORMERLY OWNED BY AMMON H. CASSEL AND LAND NOW OR FORMERLY OWNED BY RICHARD GRUMBINE (DEED BOOK 2163, PAGE 136) AND IS ALSO REFERENCED FROM AN IRON PIN BY A BEARING OF SOUTH 73°14'02" WEST FOR A DISTANCE OF 1.01'; THENCE ALONG SAID GRUMBINE LAND BY A BEARING OF NORTH 73°15'30" EAST FOR A DISTANCE OF 479.51' TO AN IRON PIN, SAID IRON PIN BEING A COMMON CORNER OF SAID GRUMBINE AND OTHER LAND NOW OR FORMERLY OWNED BY RICHARD GRUMBINE (DEED BOOK 3358, PAGE 23); THENCE ALONG SAID GRUMBINE LAND AND LAND NOW OR FORMERLY OWNED BY CONSTATINE GLYNOS (DEED BOOK 573, PAGE 198) BY A BEARING OF NORTH 73°25'52" EAST FOR A DISTANCE OF 267.63' TO A POINT, SAID POINT BEING ALONG SAID GRUMBINE LAND; THENCE THROUGH THE SUBJECT LAND ALONG THE PHASE LINE FOR THE FOLLOWING TEN COURSES AND DISTANCES: 1.) BY A BEARING OF SOUTH 06°21'17" EAST FOR A DISTANCE OF 93.32' TO A POINT 2.) BY A BEARING OF SOUTH 06°32'03" WEST FOR A DISTANCE OF 119.26' TO A POINT 3.) BY A BEARING OF SOUTH 65°50'57" EAST FOR A DISTANCE OF 173.05' TO A POINT 4.) BY A BEARING OF SOUTH 24°56'55" WEST FOR A DISTANCE OF 76.27' TO A POINT 5.) BY A BEARING OF SOUTH 89°41'41" WEST FOR A DISTANCE OF 151.41' TO A POINT 6.) BY A BEARING OF SOUTH 00°00'00" WEST FOR A DISTANCE OF 142.82' TO A POINT 7.) BY A BEARING OF SOUTH 14°18'40" EAST FOR A DISTANCE OF 35.01' TO A POINT 8.) BY A BEARING OF SOUTH 00°50'09" WEST FOR A DISTANCE OF 48.81' TO A POINT 9.) BY A BEARING OF SOUTH 33°07'49" WEST FOR A DISTANCE OF 33.01' TO A POINT 10.) BY A BEARING OF SOUTH 14°18'40" EAST FOR A DISTANCE OF 80.05' TO A POINT, SAID POINT BEING THE POINT AND PLACE OF BEGINNING.

CONTAINING 422,712 SQUARE FEET OR 9.704 ACRES.

1  
EXHIBIT "A-1"



EXHIBIT B  
Plan (Plats and Plans)

The Declaration Plats and Plans for Clover Lee, A Condominium, consisting of eleven (11) pages, have been filed in the Office of the Recorder of Deeds in and for Dauphin 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.

EXHIBIT C

List of Units and Interest in Common Elements

<u>Units</u>	<u>Interest in Common Elements</u>
A-1	2.23%
A-2	2.23%
A-3	2.23%
A-4	2.23%
A-5	2.23%
A-6	2.23%
B-1	2.23%
B-2	2.23%
B-3	2.23%
B-4	2.23%
B-5	2.23%
B-6	2.23%
C-1	2.23%
C-2	2.23%
C-3	2.23%
C-4	2.23%
D-1	2.23%
D-2	2.23%
D-3	2.23%
D-4	2.23%
E-1	2.23%
E-2	2.23%
E-3	2.23%
E-4	2.23%
E-5	2.23%
E-6	2.23%
F-1	1.75%
F-2	1.75%
F-3	1.75%
F-4	1.75%
F-5	1.75%
F-6	1.75%

F-7	1.75%
F-8	1.75%
G-1	1.75%
G-2	1.75%
G-3	1.75%
G-4	1.75%
G-5	1.75%
G-6	1.75%
G-7	1.75%
G-8	1.75%
H-1	1.75%
H-2	1.75%
H-3	1.75%
H-4	1.75%
H-5	1.75%
H-6	1.75%
H-7	1.75%
H-8	<u>1.75%</u>
	100%

EXHIBIT D

1. Unrecorded easements, discrepancies or conflicts in boundary lines, shortage in area and encroachments which an accurate and complete survey would disclose.
2. Subject to Deed of Easement and Right-of-Way recorded in Record Book 2518, at Page 307.
3. Subject to Declaration of Taking as recorded in Record Book 2388, at Page 443.
4. Public and private rights in and to that portion of the premises lying in the bed of Clover Lane.
5. Possible additional assessments for taxes for new construction or for any major improvements pursuant to provisions of Acts of Assembly relating thereto.
6. Declaration, plats and plans of Clover Lee, a Condominium, recorded or intended to be recorded in the Office of the Recorder of Deeds in and for Dauphin County.
7. Mortgage of Triple Crown Corporation, Inc., John M. DiSanto and Mark X. DiSanto to Farmers First Bank dated May 31, 2000 and recorded or intended to be recorded in the Office of the Recorder of Deeds in and for Dauphin County in the principal sum of \$2,810,000.00.
8. Subject to conditions, restrictions, assessments and like manners as set forth on the final subdivision and land development plan of Clover Lee as recorded in the Office of the Recorder of Deeds in and for Dauphin County in Plan Book \_\_\_\_\_, Volume \_\_\_\_\_, Page \_\_\_\_\_.

EXHIBIT E  
Common Expense Allocation

<u>Unit</u>	<u>Share of Common Expenses</u>
A-1	2.23%
A-2	2.23%
A-3	2.23%
A-4	2.23%
A-5	2.23%
A-6	2.23%
B-1	2.23%
B-2	2.23%
B-3	2.23%
B-4	2.23%
B-5	2.23%
B-6	2.23%
C-1	2.23%
C-2	2.23%
C-3	2.23%
C-4	2.23%
D-1	2.23%
D-2	2.23%
D-3	2.23%
D-4	2.23%
E-1	2.23%
E-2	2.23%
E-3	2.23%
E-4	2.23%
E-5	2.23%
E-6	2.23%
F-1	1.75%
F-2	1.75%
F-3	1.75%
F-4	1.75%
F-5	1.75%
F-6	1.75%

F-7	1.75%
F-8	1.75%
G-1	1.75%
G-2	1.75%
G-3	1.75%
G-4	1.75%
G-5	1.75%
G-6	1.75%
G-7	1.75%
G-8	1.75%
H-1	1.75%
H-2	1.75%
H-3	1.75%
H-4	1.75%
H-5	1.75%
H-6	1.75%
H-7	1.75%
H-8	<u>1.75%</u>
	100%

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF Dauphin :

ON THIS, the 19th day of MAY, 2000, before me, a Notary Public, the undersigned officer, personally appeared Mark X. DiSanto and John M. DiSanto, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

*Bonita A. Johnson*

Notary Public

My commission expires: 1-3-02

NOTARIAL SEAL  
BONITA A. JOHNSON, NOTARY PUBLIC  
LOWER PAXTON TWP., DAUPHIN CO., PA.  
MY COMMISSION EXPIRES JAN. 3, 2002

