

DECLARATION OF CONDOMINIUM
OF
FOREST MEADOW, A CONDOMINIUM

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EXHIBITS

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| Additional Real Estate | Exhibit "A" |
| Survey | Exhibit "B" |
| Common Interest | Exhibit "C" |
| Common Expense | Exhibit "C" |
| Description of Apartments | Exhibit "D-1" through "D-6" |
| Articles of Incorporation | Exhibit "E-1 and E-2" |
| Bylaws | Exhibit "F" |
| Joinder of Mortgagee | Exhibit "G" |

DECLARATION OF CONDOMINIUM
OF
FOREST MEADOW, A CONDOMINIUM

- Strayer Drive
Carlisle, Pennsylvania

DECLARATION made November 1, 1985, by William S. Todd and Marjorie A. Todd, herein called the Developers, their heirs and assigns.

1. Submission to Condominium Ownership. This Declaration is filed pursuant to the Uniform Condominium Act, (hereafter referred to as the "Act") Act of July 2, 1980; P.L. 296, No. 82, 68 P.S. Section 3001 et seq. and Declarants hereby submit the real estate to the provisions of the Act and hereby create, with respect to the property, a flexible Condominium. The Condominium is located entirely within South Middleton Township, Cumberland County, Pennsylvania and concurrently with the recording of this Declaration, Declarants have recorded the Certificate of Completion of Buildings required by the Act, which certificate has been prepared and executed by William S. Nye, a Registered Professional Engineer, dated November 1, 1985.

(a) The name by which this condominium shall be identified is Forest Meadow, a Condominium, hereinafter referred to as the "Condominium", with its address being Strayer Drive, Carlisle, Pennsylvania.

(b) The land owned by Developers which is submitted to the Condominium are the following:

ALL that property situate in the County of Cumberland Commonwealth of Pennsylvania, Township of South Middleton, described as follows:

BEGINNING at an iron pin on the southern side of Strayer Drive, at corner of Lot No. 26 on subdivision plan of Mallios, recorded at Plan Book Volume 47, Page 139; thence South 41 degrees 47 minutes 39 seconds East, 173.08 feet to a point; thence South 48 degrees 12 minutes 21 seconds West, 298.11 feet to a point on the eastern side of Strayer Drive; thence on a curve to the right having a radius of 175 feet, a length of 45.40 feet, a chord bearing of North 39 degrees 34 minutes 04 seconds West, a distance of 45.28 feet to an iron pin; thence by same North 32 degrees 08 minutes 06 seconds West, 109.20 feet to an iron pin; thence by same on a curve to the right having a radius of 25 feet, a length of 36.40 feet, a chord bearing of North 09 degrees 34 minutes 22 seconds East, a distance of 33.27 feet, to an iron pin on the southern side of Strayer Drive; thence by Strayer Drive on a curve to the right having a radius of 411.02 feet, a length of 22.06 feet, a chord bearing of North 49 degrees 44 minutes 35 seconds East, a distance of 22.05 feet, to an iron pin; thence by same North 48 degrees 12 minutes 21 seconds East, 230.00 feet to an existing iron pin, the place of BEGINNING.

BEING a part of the same premises which Forest Meadows Associates, a partnership, by its deed dated May 22, 1985 and recorded in the office of the Recorder of Deeds of Cumberland County, Pennsylvania in Deed Book 6, Volume 31, Page 645, granted and conveyed to William S. Todd and Marjorie A. Todd, his wife, Mortgagors.

Which land is herein referred to as the "land".

2. Definitions. The terms "Association", "Common Elements", "Common Expenses", "Common Expense Liability", "Condominium", "Declarant", "Executive Board", "Identifying Number", "Limited Common Element", "Person", "Purchaser", "Real Estate", "Unit", and "Unit Owner" shall have the meanings ascribed to them in the Act and refer to the persons, matters or things identified in this section when used herein or in any other instruments constituting the Condominium Documents. The

additional terms below shall have the meanings ascribed to them in this section when used herein or in any other instruments constituting the Condominium Documents.

(a) "Additional Real Estate" means the real estate described as such in Exhibit "A" attached.

(b) "Apartment" means part of the property designed or intended for any type of independent use, which has direct exit to a public street or way, or to a Common Element or Common Elements leading to a public street or way, or an easement or right-of-way leading to a public street or way, and includes the proportionate undivided interest in the Common Elements, which is assigned thereto in the Declaration or any amendments thereof.

(c) "Apartment Owner" means any person or persons owning a Unit in fee simple, as a person to whom a Unit has been conveyed, but does not include a person having an interest in a Unit solely as security for an obligation.

(d) "Association" means the Unit Owners' association organized under Section 3301 of the Uniform Condominium Act.

(e) "Bylaws" means such governing regulations as are adopted pursuant to the Uniform Condominium Act for the regulation and management of the property, including such amendments thereof as may be adopted from time to time.

(f) "Common Elements" means and includes the following:

(i) the land on which the building is located and portions of the building not included in a Unit;

(ii) the foundations, structural parts, supports, main walls, roofs, basements, halls, corridors, lobbies, stairways and entrances and exits of the building;

(iii) the yards, parking areas and driveways;

(iv) portions of the building used exclusively for the management, operation or maintenance of the Common Elements;

(v) installments of central services and utilities;

(vi) all apparatus and installations existing for common use;

(vii) all other elements of the building necessary or convenient to its existence, management, operation, maintenance and safety or normally in common use; and

(viii) such facilities as are designated in the Declaration as Common Elements.

(g) "Common Expenses" means and includes:

(i) expenses of administration, maintenance, repair and replacement of Common Elements;

(ii) expenses agreed upon as common by all the Unit Owners; and

(iii) expenses declared by the Uniform Condominium Act or by the Declaration as by the Bylaws.

(h) "Developer" means the owners of the property submitted to the provisions of the Uniform Condominium Act.

(i) "Executive Board" means a board of natural individuals of the number stated in the code of regulations who are residents of this Commonwealth, who need not be Unit Owners and who shall manage the business, operation and affairs of the property on behalf of the Unit Owners and in compliance with and subject to the provisions of the Uniform Condominium Act.

(j) "Limited Common Element" means a portion of the Common Elements allocated by Declaration for the exclusive use of one or more but less than all of the Units.

(k) "Person" means a natural person, corporation, partnership, association, trust, other entity or combination thereof.

3. Declaration Plans. The Condominium is being developed according to the following plans:

(a) A survey of the land to be developed is attached as Exhibit "B".

(b) The Condominium will include a parking area and patios as shown on plans and specifications. Use of parking areas will be permitted according to regulations of the Association.

(c) The Declaration may be amended by filing such additional plans as may be required to describe adequately the completion of improvements. Such completion may be shown by a certificate of an architect, engineer or surveyor, certifying that the improvements have been constructed substantially as herein represented, or designating any changes made. Such plans or certificate, when signed and acknowledged by the Developers, shall in themselves constitute the amendment of this Declaration, notwithstanding the procedures for amendment described elsewhere in this Declaration.

(d) Easements are reserved through the Condominium property as may be required for utility service.

4. Apartment Boundaries. Each Apartment shall include that part of the building containing the Apartment which lies within the boundaries of the Apartment, which boundaries shall be determined as follows:

(a) The upper boundary shall be the place of the plane of the lower surfaces as formed by the studs and joists.

(b) The lower boundary shall be the plane of the upper surface of the basement floor.

(c) The vertical boundaries of the Apartment shall be (1) the interior of the outside walls of the apartment building, except where there is a patio or other portion of the building serving only the Apartment being bounded, in which event the boundaries shall be such as will include all of such structures and fixtures thereon, and (2) the vertical plane of the studs of the interior walls bounding an Apartment.

(d) Each Unit consist of:

(i) the area and space enclosed within the boundaries of the Unit, including the boundaries themselves.

*How is the
boundary?
is it
the same?*

(ii) except as otherwise provided by the Act or this Declaration, all interior partitions; wall, floor and ceiling covering; mantels; molding; baseboards; appliances and other fixtures; and improvements and equipment located within the boundaries of the Unit; and,

(iii) whether or not within the boundaries of the Unit all chimneys, ducts, and flues serving the Unit exclusively and all electrical, plumbing, heating, ventilating and air conditioning machinery, equipment, fixtures, systems, appliances and installations serving the Unit exclusively.

(iv) whether or not within the boundaries of the Unit the garage shown on the building plans and specifications as recorded in the office of the

Recorder of Deeds of Cumberland County,
Pennsylvania in Plan Book _____, Page _____.

(e) whether or not located within the boundaries
of the Unit, no Unit includes:

(i) Any structural element of the building,
including without limitations, foundations, load
bearing walls or exterior walls; party walls;
columns; beams and girders; the roof; concrete
floor slab; joists or trusses; or,

(ii) Any pipes, chimney, chute, flue, duct,
pipe chase, conduit, wire, cable, line, meter or
any other element of any utility machinery,
equipment, system or facility which serves or is
intended to serve as necessary to deliver any
utility service to two or more units or any portion
of the Common Elements.

5. Common Elements.

(a) No Partition. The Common Elements shall
remain undivided and no action for partition or
division of any part thereof shall be permitted except
in the event of the termination of the Condominium in
the manner provided in Section 25.

(b) No Waiver of Liability. No Unit Owner may
exempt himself from liability for assessments by waiver
of the right to use any of the Common Elements or by
abandonment of his Unit or otherwise.

6. Limited Common Elements. Certain of the Common Elements, which are herein designated Limited Common Elements, are intended to be used exclusively by specific Units. The Limited Common Elements and the right of specific Units to use thereof are as follows:

(a) Patios. All Units have an easement for the exclusive use of a patio and fenced yard adjoining the Unit, provided however, that no such area may be used for storage of any kind (except within storage facilities, if any, which are a part of the building and depicted on the Declaration Plan) or for the hanging or drying of laundry and, provided further, that such area as originally designed and constructed by Declarant shall not be modified by the addition or removal of any permanent structure, fixture, equipment or appliance of any kind whatsoever without the express prior written consent of the Executive Board. Planting and landscaping within such patio areas by Unit Owners shall be subject to such general rules and regulations as from time to time may be adopted by the Executive Board. The boundaries of each patio area are depicted on the Declaration Plan.

7. Shares of Common Elements and Expenses.

(a) Common Interests. Each Unit has allocated to it the Common Interest which is set forth in Exhibit "C". The Common Interest of a Unit shall be inseparable from the Unit. The Common Interest of a Unit and the fee title to such Unit shall not be

separately conveyed, transferred, leased, devised or encumbered and the Common Interest allocated to a Unit shall be deemed to be conveyed, transferred, leased, devised or encumbered with the Unit whether or not expressly referred to in the instrument effecting the same. The Common Interest of each Unit is subject to diminution on exercise of the special Declarant's rights to create additional Units reserved in Section 28 hereof.

(b) Common Expense. Each unit is allocated to it the Common Expense Liability which is set forth in Exhibit "C". The Common Expense Liability to a Unit shall be inseparable from the Unit and shall be deemed to be conveyed, transferred, leased, devised or encumbered with the Unit whether or not expressly referred to in the instrument effecting the same. The Common Expense Liability of each Unit is subject to diminution of exercise of the special Declarant's rights to create additional Units reserved in Section 28 hereof.

(c) Voting. Each Unit Owner shall be entitled to cast one (1) vote in the Association. The right of any person to cast the votes allocated to a Unit shall be established by the record title of such Unit.

(d) Allocation Formulas. The formula used to establish the Common Interest, Common Expense Liability and votes allocated to each Unit are as follows:

(i) The Common Interest and Common Expense Liability allocated to each Unit have been determined by dividing the number of square feet of floor area of the Unit by the aggregate number of square feet of all Units. In making this determination, the floor areas of garages, decks, porches and patios have not been considered.

(ii) The votes allocated to each Unit have been allocated by assigning one (1) vote to each Unit.

8. Limited Expenses.

(a) Any expense of the Association associated with the maintenance, repair or landscaping of driveways, courtyards, or rear yards shall be assessed against all units as a Common Expense.

(b) All costs of gas, electrical energy, telephone, cable television and other utility services supplied to a Unit shall be borne by the Unit Owner and shall not be a Common Expense if separately charged by the service provider to the Unit. The costs of any utility services to Units which are charged by the provider of the service to the Association at the approval of the Executive Board shall be Common Expenses and shall be allocated and assessed by the Association to the Units served equally, or based upon usage as metered by the Association or the service provider, or in such other manner as the Executive Board determines to be equitable from time to time.

(c) Any other expense benefiting fewer than all of the Units shall be assessed exclusively against the Units benefited. The Executive Board shall determine what expenses benefit fewer than all Units, the identity of all Units benefited, and the shares in which the Units benefited shall be assessed for such expenses.

9. Description of Apartments. The apartments of the Condominium are more particularly described as follows:

(a) There are six (6) apartments designated as 1,2,3, and 4,5 and 6. These apartments are generally described below and by the sketches attached hereto as exhibits indicated in the following schedule. Further details are illustrated by the Building Plans and Specifications as recorded in the office of the Recorder of Deeds of Cumberland County in Plan Book _____, Page _____.

| <u>Model</u> | <u>Containing</u> | <u>Exhibit</u> |
|---|--|----------------|
| 1 Dogwood Alternate-1 1,161 sq. ft. | Single story: living room, dining room, kitchen, 2 bedrooms & 2 bathrooms | D-1 |
| 2 Dogwood Alternate-2 1,181 sq. ft. | Single story: living room, dining room, kitchen, 2 bedrooms, & 2 bathrooms | D-2 |
| 3 Dogwood Alternate-3 1,181 sq. ft. | Single story: Living room, dining room, kitchen, 2 bedroom, & 2 bathrooms | D-4 |
| 4 Willow 1,504 sq. ft. | Two story: First floor - Living room dining room, kitchen, 1/2 bath; Second floor - 3 bedrooms & 2 bathrooms | D-4 |
| 5 Oak 1,543 sq. ft. | Two story: First floor - Living room, dining room, kitchen, great room, 1/2 bath; Second floor - 3 bedrooms & 2 bathrooms | D-5 |
| 6 Elm 1,433 sq. ft. | Two story: First floor - Living room, dining room, kitchen, 1/2 bath; Second floor - 3 bedrooms & 2 bathrooms | D-6 |

(b) Developers reserve the right to change the interior design and arrangements of all apartments and to alter the boundaries between apartments so long as the Developers own the apartment so altered. Any such change shall be reflected by an amendment to this Declaration which may be executed by the Developers alone, notwithstanding the procedures for amendment described in paragraph 24 of this Declaration. However, no such change shall increase the number of apartments nor alter the boundaries of the common elements without amendment of this Declaration in the manner described in paragraph 24 of the Declaration. If more than one apartment is altered, the Developers shall appropriately reapportion the shares in the Common Elements which are allocated to the altered apartments.

10. Maintenance and Alteration of Apartments.

(a) The Association shall maintain, repair and replace:

(i) All portions of an apartment, except interior surfaces, contributing to the support of the apartment building, which portions shall include, but not be limited to, the outside walls of the apartment building and all fixtures on the exterior thereof; boundary walls of apartments, floor and ceiling joists; and load-bearing walls, and,

(ii) All conduits, ducts, plumbing, wiring and facilities for the furnishing of utility services which are contained in the portions of an apartment maintained by the Association; and all such facilities contained within an apartment which service part or parts of the Condominium other than the apartment within which contained. All incidental damage caused to an apartment by such work shall be promptly repaired at the expense of the Association.

(b) The responsibility of the apartment owner shall be:

(i) To maintain, repair and replace at his expense all portions of his apartment except the portions to be maintained, repaired and replaced by the Association;

(ii) To maintain, repair and replace all mechanical equipment which service only his apartment;

(iii) Not to paint, decorate, alter or change the appearance of any portion of the exterior of the apartment;

(iv) To promptly report to the Association any defect or need for repairs the responsibility for which is that of the Association.

(c) Except as elsewhere reserved to the Developer, and as provided by Section 3213 of the Uniform Condominium Act, providing for alteration of units,

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neither an apartment owner nor the Association shall make any alteration in the portions of an apartment or apartment building which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do anything which would jeopardize the safety or soundness of the apartment building, or impair any easement, without first obtaining approval in writing of owners of all apartments in which such work is to be done and the approval of the Board of Directors of the Association. A copy of plans for all such work prepared by an architect or engineer licensed to practice in this state shall be filed with the Association prior to the start of the work.

11. Maintenance of Common Elements.

(a) The maintenance and operation of the Common Elements shall be the responsibility and the expense of the Association.

(b) After the completion of the improvements included in the Common Elements which are contemplated by this Declaration, there shall be no alteration or further improvement of the real property constituting the Common Elements without prior approval in writing by the owners of not less than 75% of the Common Elements except as provided by the By-Laws, but any such alteration or improvement shall not interfere with the rights of any apartment owner. The cost of such work shall not be assessed against a bank, life

insurance company or federal savings and loan association which acquires its title as a result of owning a mortgage upon an apartment unless such an owner shall approve the alteration or improvement, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to the other apartment owners in the proportions which their shares in the Common Elements bear to each other. There shall be no change in the shares and rights of an apartment owner in the common elements which are altered or further improved, whether or not the apartment owner contributes to the cost thereof.

12. Assessments.

(a) Assessments against apartment owners for common expenses shall be made pursuant to the Bylaws and shall be allocated as set forth in paragraph 7 (b) of this Declaration.

(b) Assessments and installments thereon paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the rate of ten (10) percent per annum from the date when due until paid. All payments upon account shall be applied to interest and then to the assessment payment first due.

(c) The lien for unpaid assessments as provided by Section 3315 of the Uniform Condominium Act shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien.

(d) In any foreclosure of a lien for assessments, the owner of the apartment subject to the lien shall be required to pay a reasonable rental for the apartment and the Association shall be entitled to the appointment of a receiver to collect such rental.

(e) If a Unit Owner is in default in the payment of the aforesaid charges or monthly assessments for sixty (60) days, the Executive Board may, in addition to all other remedies in the Act or Declaration contained, accelerate all other monthly assessments to become due for the fiscal year in which such default occurs; provided, however, a foreclosing permitted mortgagee shall be entitled to automatic subordination of such assessments in excess of the amount given priority over mortgage liens in the Act.

(f) Confession of Judgment:

IN ORDER TO EXPIDITE THE EXECUTIVE BOARD'S COLLECTION OF ANY DELINQUENT ASSESSMENT, EACH UNIT OWNER (BY THE ACCEPTANCE OF THE DEED TO HIS UNIT) SHALL BE DEEMED TO HAVE APPOINTED ANY ONE OR MORE EXECUTIVE BOARD MEMBERS THE ATTORNEY IN FACT FOR SUCH UNIT OWNER TO CONFESS JUDGMENT AGAINST SUCH UNIT OWNER IN ANY COURT OF COMPETENT JURISDICTION IN PENNSYLVANIA, FOR ANY SUCH

UNPAID ASSESSMENT OR ASSESSMENTS, WHICH APPOINTMENT (BEING FOR SECURITY) SHALL BE IRREVOCABLE; AND FOR SO DOING A COPY OF THIS ARTICLE 12 AND SAID DEED, BOTH VERIFIED BY AFFIDAVIT, SHALL BE IRREVOCABLE; AND FOR SO DOING A COPY OF THIS ARTICLE 12 AND SAID DEED, BOTH VERIFIED BY AFFIDAVIT, SHALL BE SUFFICIENT WARRANT. THE AUTHORITY GRANTED HEREIN TO CONFESS JUDGMENT SHALL NOT BE EXHAUSTED BY ANY EXERCISE THEREOF BUT SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL THE DECLARATION SHALL BE TERMINATED.

13. Association. The operation of the Condominium shall be by Forest Meadow Association, Inc., herein called the "Association", a non-profit corporation incorporated under the laws of the Commonwealth of Pennsylvania, which shall be organized and shall fulfil its functions pursuant to the following provisions:

(a) The members of the Association shall be the apartment owners.

(b) The Association shall be incorporated under Articles of Incorporation in the form attached as Exhibit "E".

(c) The Bylaws of the Association shall be in the form attached as Exhibit "F".

(d) Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable for injury or damages other than the costs of maintenance and repair,

caused by any latent condition of the property to be maintained and repaired by the Association, nor for injury or damage caused by the elements or other owners or persons.

(e) The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment.

(f) Whenever the decision of an apartment owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

14. Insurance.

(a) Insurance policies upon the condominium property covering the items described in subparagraph (b) of this paragraph shall be purchased by the Association for the benefit of the Association and the apartment owners, and their mortgagees as their interests may appear. Provision shall be made for the issuance of certificates of mortgage-endorsements to mortgagees of apartment owners. Such policies and endorsements shall be deposited with the insurance trustee, which shall hold them subject to the provisions of paragraph 15.

(b) Insurance shall cover the following:

(i) All buildings and improvements upon the land and all personal property included in the Common Elements in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against loss of damage by fire and other hazards covered by a standard extended coverage endorsement, and such other risks as are customarily covered with respect to buildings similar to the buildings on the land, such as vandalism and malicious mischief;

(ii) Public liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including, but not limited to, hired automobile and non-owned automobile coverages, and with cross liability endorsement to cover liabilities of the apartment owners as a group to an apartment owner;

(iii) Workmen's compensation as required by law;

(iv) Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

(c) Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense.

(d) The Association is hereby irrevocably appointed agent for each apartment owner to adjust all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon the payment of claims.

15. Responsibilities of Insurance Trustee.

(a) All insurance policies purchased by the Association shall be paid to any bank in Pennsylvania which is selected by the Board of Directors of the Association as a Trustee, which bank is herein referred to as the Insurance Trustee. The Insurance Trustee shall not be liable for payments of premiums, for the renewal or sufficiency of policies or for the failure to collect any insurance proceeds.

(b) The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold them in trust for the benefit of the apartment owners and their mortgagees as follows. An undivided share of such proceeds on account of damages to Common Elements shall be allocated to the apartment owners according to their shares of the Common Elements set forth in paragraph 7. Proceeds on account of apartments shall be held for the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each apartment owner, which cost shall be determined by the Association. In the event a Mortgagee endorsement has been issued as to an apartment, the share of the

apartment owner shall be held in trust for the mortgagee and the apartment owner as their interest may appear.

(c) Proceeds of insurance policies reserved by the Insurance Trusts shall be distributed as follows:

(i) All expenses of the Insurance Trusts shall be first paid.

(ii) If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be expended as provided in paragraph 17. Any proceeds remaining after defraying such costs, shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

(iii) If it is determined as provided in paragraph 17, that the damage for which the proceeds are paid shall not be reconstructed or repaired, or if there are excess proceeds remaining after a reconstruction and repair, the remaining proceeds shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

(iv) In making distribution to apartment owners

and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the names of the apartment owners and their respective shares of the distribution, and as to whether or not the building is to be reconstructed or repaired.

16. When Damaged Property is to be Reconstructed or Repaired.

(a) If Common Elements are damaged, they shall be reconstructed or repaired, unless it is determined under paragraph 25 hereof that the Condominium shall be terminated.

(b) If the damaged property is the apartment building, and if apartments to which 50% or more of the Common Elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired unless within sixty (60) days after the casualty, it is determined under paragraph 25 hereof that the Condominium shall be terminated.

(c) If other damaged property is the apartment building, and if apartments to which 50% of the Common Elements are appurtenant are found by the Board of Directors to be not tenantable, the damaged property will not be reconstructed or repaired and the Condominium will be terminated under paragraph 25 hereof unless within sixty (60) days after the :

casualty, the owners of at least 75% of the Common Elements agree in writing to such reconstruction or repair. No mortgagee shall have any right to participate in the determination as to whether damaged property shall be reconstructed or repaired.

(d) Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building prepared by W. S. Nye Engineering and Consulting, Inc., or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is the apartment building, by the owners of not less than 75% of the Common Elements, including the owners of all damaged apartments, which approval shall not be unreasonably withheld.

17. Responsibilities and Procedures as to Payment for Repairs.

(a) If damage occurs only to those parts of one apartment for which the responsibility of maintenance and repair is that of the apartment owner, then the apartment owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

(b) Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the

Association shall obtain reliable and detailed estimates of the cost to rebuild or repair so as to place the damaged property in condition as good as that before the casualty.-

(c) If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, assessments shall be made against the apartment owners who own the damaged property, and against all apartment owners in the case of damage to Common Elements, in sufficient amounts to provide funds to pay the estimated costs. Additional assessments may be made at any time during, or following the completion of construction. Such assessments against apartment owners for damage to apartments shall be in proportion to the cost of reconstruction and repair of their respective apartments. Such assessments on account of damage to Common Elements shall be in proportion to the owner's share in the Common Elements.

(d) If the amounts of the estimated costs of reconstruction and repairs for which the Association is responsible is more than \$5,000.00, the sums paid upon assessments to meet such costs shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon assessments and disburse them in payment of the costs of reconstruction and repair.

(e) The proceeds from assessments and insurance received by the Insurance Trustee shall be disbursed as follows:

(i) The portion of insurance proceeds representing damage, the reconstruction and repair of which is the responsibility of the apartment owner, shall be paid by the Insurance Trustee to the apartment owner, or if there is a mortgagee endorsement, then to the apartment owner and the mortgagee jointly, who may use such proceeds as they may be advised.

(ii) The portion of insurance proceeds representing damage, the reconstruction and repair of which is the responsibility of the Association, shall be disbursed in payment of the costs of such repair and reconstruction in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Pennsylvania and employed by the Association to supervise the work.

(iii) The Insurance Trustee shall not be required to determine whether a disbursement is to be made, the identity of the payee, or the amount to be paid, but may rely upon a certificate of the Association stating such information.

18. Use Restrictions. The use of the property of the Condominium shall be in accordance with the following provisions:

(a) Each of the apartments shall be occupied only by a family, its servants and guest, as a residence for no other purpose. Except as reserved to the Developers, no apartment may be divided or subdivided into a smaller unit, nor any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the apartments to be affected thereby.

(b) The Common elements shall be used only for the purpose for which they are intended in the furnishing of services and facilities for the enjoyment of the apartments.

(c) No use or practice shall be permitted on the Condominium property which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor any fire hazard allowed to exist. No apartment owner shall permit any use of his apartment or of the Common Elements which will increase the rate of insurance upon the condominium property. No immoral, improper, offensive or unlawful use shall be made of the condominium property or any part thereof. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of

310-1120

governmental bodies which require maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property covered. No rooms may be rented or transient guests accommodated.

(d) Until the Developers have completed and sold all of the apartments, neither the apartment owners nor the Association, nor the use of the condominium property shall interfere with the completion of the contemplated improvements and the sale of the apartments. The Developer may make such use of the unsold units and common areas as may facilitate such completions and sale, including but not limited to the maintenance of a sales office, the showing of the property and the display of signs.

(e) Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Association, in the manner provided by its Article of Incorporation and Bylaws. Copies of such regulations and amendments thereto shall be furnished by the Association to all apartment owners and residents of the Condominiums upon request.

19. Approval of Transfer or Lease.

(a) No apartment owner may effectively dispose of an apartment or any interest therein by sale or lease, except to another apartment owner in the Condominium, without approval of the Association. If any apartment

owner shall acquire his title by gift, devise or inheritance, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

(b) An apartment owner intending to make a bona fide sale or lease of his apartment or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended purchaser or lessee, and such other information concerning the intended purchaser or lessee as the Association may reasonably require. In the case of a prospective sale, such notice at the apartment owner's option, may include a demand by him that the Association furnish a purchaser, if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the contract to sell. An apartment owner who has obtained his title by gift, devise or inheritance shall give to the Association notice of the acquiring of his title, together with such personal information as the Association may reasonably require, and a certified copy of the instrument evidencing his title. If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of an apartment, the Association at its election and without notice, may approve or disapprove the transaction or ownership.

(c) Within thirty (30) days after the receipt of the notice described in subparagraph (b) of this paragraph, the Association must either approve or disapprove the proposed transaction or the continuance of ownership, as the case may be. If approved, the approval shall be stated in a certificate executed by the president and secretary in recordable form, and shall be delivered to the purchaser, lessee or new owner and shall be recorded in the public records of the county (except that a lease need not be recorded).

20. Disapproval of Transfer or Leases.

(a) If the Association disapproves a proposed sale and if the notice of sale given by the apartment owner shall so demand, then within thirty (30) days after receipt of such notice and information, the Association shall deliver or mail by registered mail to the apartment owner, an offer to purchase by a purchase approved by the Association, who will purchase and to whom the apartment owner must sell the apartment. At the option of such purchaser to be stated in his offer, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their

determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expenses of the arbitration shall be paid by the purchaser. The purchase price shall be paid in cash, and the sale shall be closed within thirty (30) days after the delivery or mailing of such offer to purchase, or within ten (10) days after the determination of the sale price, if such is by arbitration, whichever is the later.

(b) If the proposed transaction is a lease, the apartment owner shall be advised of the disapproval in writing, and the lease shall not be made.

(c) If the Association disapproves the acquisition of title by gift, devise or inheritance, the provisions of subparagraph (a) of this paragraph shall apply (except that the purchase price shall be at fair market value determined by arbitration).

(d) If the Association shall fail to provide a purchaser as required in subparagraph (a) and (c) of this paragraph, then notwithstanding the disapproval, the sale or ownership, as the case may be, shall be deemed to have been approved, and the Association shall furnish a certificate of approval as provided in paragraph 16.

21. Mortgage and Acquisition by Mortgagees.

(a) No apartment owner may mortgage his apartment or any interest therein without the approval of the Association, except to a bank, life insurance company or federal savings and loan association. The approval of any other mortgagee shall be subject to condition determined by the Association.

(b) The provisions of paragraph 16 and 17 shall not apply to a transfer to or purchase by a bank, life insurance company or federal savings and loan association which acquires its title as the result of owning a mortgage upon the apartment concerned, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. Nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company, or federal savings and loan association, which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires title to an apartment at a duly advertised public sale with open bidding which is provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale or tax sale.

22. Notice of Lien or Suit.

(a) An apartment owner shall give notice to the Association of every lien upon his apartment, other than for permitted mortgages, taxes and special assessments, within five (5) days after the attaching

of the lien. Failure to comply with this subparagraph will not affect the validity of any judicial sale.

(b) Notice shall be given to the Association of every suit or other proceeding which may affect the title to his apartment within five (5) days after the apartment owner received knowledge thereof.

23. Compliance and Default.

(a) Each apartment owner shall be governed by and shall comply with the terms of this Declaration, by the Articles of Incorporation, Bylaws and regulations adopted pursuant thereto, and by such documents and regulations as they may be amended from time to time. A default shall entitle the Association or other apartment owners to the relief described in subparagraph (b) of this paragraph in addition to the remedies provided by the Uniform Condominium Act.

(b) An apartment owner shall be liable for the expenses of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of an apartment or its appurtenances. In any proceeding arising because of an alleged default by an apartment

owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the Court.

(c) The failure of the Association or any apartment owner to enforce any covenant, restriction or any other provision of the Uniform Condominium Act, this Declaration, the Articles of Incorporation, the Bylaws or the regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

24. Amendments. This Declaration may be amended in the following manner:

(a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(b) A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meetings considering the amendment may express their approval in writing, provided such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by: (1) not less than 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership of the Association; or (2) not less than 80% of the votes of the entire membership of the Association; or (3) until the first election of directors, only by all of the

directors, provided the amendment does not increase the number of apartments nor alter the boundaries of the Common Elements.

(c) No amendment shall discriminate against any apartment owner or against any apartment or class or group of apartments unless the apartment owners so affected shall consent. No amendment shall change any apartment nor the share in the Common Elements appurtenant to it, nor increase the owner's share of the Common Expenses, unless the record owner of the apartment and all record owners of liens thereon shall join in the execution of the amendment.

(d) A copy of each amendment shall be certified by the president and secretary of the Association having been duly adopted and shall be effective when recorded in the office of the Recorder of Deeds, Franklin County, Pennsylvania. *Cumberland County, PA?*

25. Termination. The Condominium may be terminated in the following manner in addition to the manner provided by the Uniform Condominium Act.

(a) In the event it is determined under paragraph 13 (c) that the apartment building shall not be reconstructed because of major damage, the condominium plan of ownership will be thereby terminated without agreement.

(b) The Condominium may be terminated at any time by the approval in writing of all of the owners of the

Condominium, and by all record owners of liens thereon. If the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting gives notice of the proposed termination, and if the approval of the owners of not less than 75% of the Common Elements, and of the record owners of liens upon the same 75% of the Common Elements, are obtained not later than thirty (30) days from the date of such meeting, then the approving owners shall have an option to buy all of the apartments of of the other owners during the period ending on the 60th day from the date of such meeting.

(c) The option described in subparagraph (b) of this paragraph shall be exercised by delivery or mailing by registered mail to each of the record owners of the apartments to be purchased of an offer to purchase, signed by the record owners of apartments who will participate in the purchase. Such offer shall indicate which apartments will be purchased by each participating owner and shall offer to purchase all of the apartments owned by owners not approving the termination, but the offer shall effect a separate contract between each seller and his purchaser.

(d) The sale price for each apartment shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the deliver or mailing of such offer, and in the absence of agreement, by arbitration in accordance with the then

existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartments, and judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any Court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser. The purchase price shall be paid in cash, and the sale shall be closed within ten (10) days following the determination of the sale price.

(e) The termination of the Condominium shall be evidenced by a certificate of the Association executed by the president and secretary, certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the the office of the Recorder of Deeds of Cumberland County, Pennsylvania.

(f) After termination of the Condominium, the apartment owners shall own the Condominium property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the apartment owners. Such undivided shares of the apartment owners shall be

the same as the undivided shares in the Common Elements appurtenant to the owners' apartments prior to the termination.

26. First Board of Directors. The names of the first members of the Board of Directors of the Association are: William S. Todd and Marjorie A. Todd.

27. Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of the Declaration, the Articles of Incorporation, Bylaws and regulations of the Association shall not affect the validity of the remaining portions thereof.

28. Option to Expand the Condominium.

(a) Reservation. Declarant hereby explicitly reserves an option until the seventh (7th) anniversary of the recording of this Declaration, to add Additional Real Estate to the Condominium from time to time in compliance with Section 3211 of the Act, without the consent of any Unit Owner or mortgagee. The option to expand may be terminated prior to such anniversary only upon the filing by Declarant of an amendment to this Declaration. Declarant expressly reserves the right to add any or all portions of the Additional Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be added, converted or withdrawn; provided,

however, that the Additional Real Estate shall not exceed the area described on Exhibit "A" hereto. There are no other limitations on the option to expand.

(b) Assurances. Declarant makes no assurances as to location of buildings on the Additional Real Estate. At such time as the Condominium is expanded, the maximum number of Units per lot on the Additional Real Estate~~s~~ an aggregate will be no more than twelve (12) units and thirty-eight (38) total units. Any buildings to be constructed on the Additional Real Estate and Units therein will be compatible in quality, materials and style with the buildings on the land. Declarant expressly reserves the right to create Limited Common Elements, add the Additional Real Estate and to designate Common Elements therein which may be subsequently assigned as Limited Common Elements. Declarant makes no assurances as to type, size or maximum number of such Common Elements or Limited Common Elements. The allocation of percentage interests in the Additional Real Estate shall be computed as provided in Section 7 (d) herein by allocating factors. All restrictions in this Declaration affecting use, occupancy and alienation of Units will apply to Units created in the Additional Real Estate. In the event that Declarant shall not add, or adds and then subsequently withdraws, any portion of the Additional Real Estate, Declarant shall

37 2011

46

nevertheless have the right to construct all or any portion of any building on the real estate described in Exhibit "A" and operate the same without restriction, except as set forth above.

(c) Adjustment of Common Interest, Common Expense Liability and Votes.

(i) Each additional Unit created within the Additional Real Estate shall be entitled to one (1) vote in the Association. As a result of any creation of additional Units, the relative voting strength of each unit initially created in this Declaration shall be reduced from one-eighth ($1/8$) of the total votes to a maximum of one-forty-sixth ($1/46$) of the total votes.

(ii) The Common Interest and Common Expense Liability allocated to each Unit shall be reallocated at the time of creation of any additional Units within the Additional Real Estate. As a result of the reallocation, each Unit shall be assigned the percentage of Common Interest and Common Expense Liability determined by dividing the square foot of floor area of the Unit by the aggregate floor area of all Units. In considering floor areas, space located within porches, patios, decks, garages and basements shall not be considered and each model type shall be deemed to contain the area specified below:

| <u>Model</u> | <u>Square Feet</u> |
|-----------------------|--------------------|
| Dogwood - Alternate 1 | 1,161 |
| Dogwood - Alternate 2 | 1,181 |
| Dogwood - Alternate 3 | 1,181 |
| Elm | 1,433 |
| Willow | 1,504 |
| Oak | 1,543 |

Percentages assigned as a result of the foregoing formula shall be determined to the nearest 1/100 of 1% and shall be rounded to a produced total for all Units of 100%.

(d) Manner of Exercise. The option to create additional Units in Limited Common elements reserved in this Section 28 may be exercised by Declarant or any transferees of Declarant's special declarant rights, by an amendment to the Declaration meeting the requirements of the Act. Such amendments to the Declaration may be adopted without the joinder of any Unit Owner, lien holder or other person.

29. Encroachments and Easements.

(a) Encroachments. To the extent that any Unit or Common Elements now or hereafter encroaches upon any other Unit or Common Element a valid easement for the encroachment and for the maintenance of the same shall exist for so long as the Units and Common Elements affected thereby shall stand. This easement does not relieve a Unit Owner of liability in case of his willful misconduct nor relieve any person of liability for failure to adhere to the Declaration Plan.

(b) Physical Boundaries. In interpreting any and all provisions of the condominium documents, subsequent unit deeds to, and mortgages of, Units, the actual location of the Unit shall be deemed conclusively to be the property intended to be conveyed, reserved or encumbered notwithstanding any minor deviations from the locations indicated on the Declaration Plan.

(c) Utilities. A valid easement does and shall continue to exist throughout the Condominium for the purpose of installation, maintenance, operation, repair and replacement of sewer, water, electric, gas, power, intercom, telephone and television, pipes, lines mains, conduits, wires, poles transformers and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility system; provided, however, any easements within a Unit for such facilities shall be only at the original location thereof, unless approved in writing by the Unit Owner.

(d) Support. Each Unit shall have an easement over the Common Elements and all other Units for structural support and each Unit is subject to an easement for structural support in favor of every other Unit.

(e) Access. The Association, its agents, employees and contractors shall have an easement for access to each Unit and all Limited Common Elements to the extent reasonably necessary for the inspection, maintenance, repair and replacement of Common Elements or for making any addition, alteration or improvement thereto, or to

abate any violation of the condominium documents or of any law or government regulation. Furthermore, each Unit Owner, and his agents, employees and contractors, shall have an easement for access to each other Unit and all Limited Common Elements during reasonable hours for maintenance and repair of his Unit and for making alterations, additions and improvements thereto, but only to the extent that the Association has determined after notice to the Owner of the Unit to which access is to be had that such access is necessary for the performance of such work and will not unduly interfere with the use of such Unit by its Owner.

30. Mortgages.

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

(b) Notices. The Association, when giving notice to a Unit Owner of a default in paying assessments for Common Expenses or other default, shall send a copy of such notice to each mortgagee of the Unit. The Association also shall give to each such mortgagee notice of any loss to or condemnation, or threat of condemnation, of the Common Elements, or any part thereof, and also written notice of substantial damage or destruction of any Unit. Any first mortgagee of a

Unit, upon request, shall be entitled to written notice of all meetings of the Association and may attend them.

(c) Financial Information. Any mortgagee for a Unit may examine the books of account of the Association during regular business hours. The Association, if requested by a first mortgagee, shall submit to such mortgagee copies of the annual financial statements of the Association.

(d) Insurance. Each mortgagee of a Unit shall be entitled to receive, upon request, a copy of the master fire insurance policy and all endorsements covering the Condominium.

(e) Limitation of Rights. The mortgagees of Units have no right:

(i) To participate in the adjustment of losses with insurers or in the decision as to whether or how to repair or restore damage or destruction of the property;

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

(iii) To accelerate the mortgage debt or to be entitled to exercise any other remedies by virtue of waste or alleged waste or other conditions occurring anywhere on the property other than within the affected Unit.

31. Declarant's Rights.

(a) Control: Until the 60th day after conveyance of seventy-five percent (75%) of the units to Unit Owners other than the Declarant, Declarant shall have the right to appoint and remove any and all officers and members of the executive board. Declarant may not unilaterally remove any members of the executive board elected by Unit Owners other than Declarant.

(b) Not later than sixty (60) days after conveyance of seventy-five percent (75%) of the units to Unit Owners other than Declarant, forty percent (40%) of the five (5) members of the executive board shall be elected by Unit Owners other than Declarant.

(c) Not later than the earlier of (i) seven (7) days after the date of the recording of this Declaration, or (ii) one hundred eight (180) days after seventy-five percent (75%) of the Units which may be constructed on the property and the Additional Real Estate have been conveyed to Unit Owners, other than Declarant, all members of the executive board shall resign and the Unit Owners, including Declarant to the extent of Units owned by Declarant, shall elect a new five (5) member executive board.

Years?

IN WITNESS WHEREOF, the Declarants have executed the Declaration the day and year first written.

FOREST MEADOW, A CONDOMINIUM

Witnesses:

Todd Nj

William S. Todd

Todd Nj

Marjorie A. Todd

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF FRANKLIN : SS

Before me, a Notary Public in and for said Commonwealth and County, personally appeared William S. Todd and Marjorie A. Todd, known to me (or satisfactorily proven) whose names are subscribed in the within Declaration and acknowledge that they executed the same for the purposes contained therein.

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

Joyce A. Crouse
Notary Public

My Commission Expires

JOYCE A. CROUSE, NOTARY PUBLIC
SOUTHAMPTON TWP., FRANKLIN COUNTY
MY COMMISSION EXPIRES JAN. 5, 1987
Member, Pennsylvania Association of Notaries

COPY

AMENDMENT TO DECLARATION OF CONDOMINIUM
OF
FOREST MEADOWS, A CONDOMINIUM

Strayer Drive
Carlisle, South Middleton Township, Pennsylvania

AMENDMENTS, made this 27th day of October, 1988 by Forest Meadows
Condominium Association:

WHEREAS Notice of the annual meeting was sent to all members on
September 15, 1988; and

WHEREAS the annual meeting was held October 27, 1988; and

WHEREAS 86% of the eligible votes supported the proposed change:

NOW THEREFORE, the Declaration of Condominium recorded in the Office
of the Recorder of Deeds in and for Cumberland County, Pennsylvania in
Miscellaneous Book 310 page 1094 is amended as follows:

18(b). The Common elements shall be used only for the purposes
for which they are intended in the furnishing of services and facilities
for the enjoyment of the apartments. No boats, campers, trailers, commercial
vehicles, unlicensed vehicles or similar vehicles shall be permitted to be
parked on the common areas.

IN WITNESS WHEREOF, the declarants have executed this Amendment to the
Declaration of Condominium of Forest Meadows the day and year first above
written.

WITNESS:

FOREST MEADOWS, A CONDOMINIUM

JAMES

MARCELLA

COMMONWEALTH OF PENNSYLVANIA :

: ss.

COUNTY OF CUMBERLAND :

Before me, a Notary Public, personally appeared
and _____, known to me (or satisfactorily proven) to be the
persons whose names are subscribed to the within Amendment to Declaration of
Condominium and acknowledged that were officers of the Condominium Association
at the time the Amendment was passed and that as such, being authorized to do
so, executed the foregoing instrument for the purposes herein contained.

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

Date: 6/4/90

Notary Public

ADDITIONAL REAL ESTATE

FOREST MEADOW, A CONDOMINIUM

ALL those certain tracts of land situate in South Middleton Township, Cumberland County, Pennsylvania, more fully bounded and described as follows, to wit:

TRACT NO. 1:

BEGINNING at a point on the east side of Strayer Drive, a proposed fifty (50) foot right-of-way at corner common to Tract No. 1 and Tract No. 2 on Land Subdivision of Forest Meadow, recorded in the office of the Recorder of Deeds of Cumberland County, Pennsylvania, in Plan Book 47, Page 139; thence by said Tract No. 1 North 48 degrees 12 minutes 21 seconds East, 298.11 feet to a point; thence by same North 41 degrees 47 minutes 39 seconds West, 20 feet to an iron pin at corner of lot No. 26 on the aforesaid subdivision plan; thence by said lot No. 26 North 66 degrees 20 minutes 10 seconds East, 63.21 feet to a point at corner of Tract No. 5 on said subdivision plan; thence by said Tract No. 5 South 31 degrees 45 minutes 00 seconds East, 252.21 feet to a point on the northern edge of Strayer Drive; thence on a curve to the right having a radius of 175 feet, a chord bearing of South 71 degrees 44 minutes 47 seconds West, a distance of 17.52 feet to a iron pin; thence continuing by Strayer Drive South 74 degrees 36 minutes 54 seconds West, 225.20 feet to an iron pin; thence continuing by same and on a curve to the right having a radius of 175 feet, a chord bearing of North 76 degrees 11 minutes 34 seconds West, 170.71 feet to a point at corner of Tract No. 1, place of BEGINNING. CONTAINING a total of 1.3282 acres pursuant to the aforesaid subdivision plan.

BEING Tract No. 2 on the Land Subdivision Plan of Forest Meadow.

Tract No. 2:

BEGINNING at an iron pin at corner of lot No. 32 on the aforesaid subdivision plan and the southern side of Strayer Drive; thence on a curve to the left, having a radius of 225 feet, a chord bearing of South 86 degrees 15 minutes 03 seconds East, 147.50 feet to a iron pin; thence continuing by same North 74 degrees 36 minutes 54 seconds East, 225.20 feet to a iron pin; thence by same and on a curve to the left having a radius of 225 feet, a chord bearing of North 72 degrees 58 minutes 15

seconds East, 12.91 feet to a point at Tract No. 4 on the aforesaid subdivision plan; thence by said Tract No. 4 South 15 degrees 23 minutes 06 seconds East, 214.86 feet to a point on line of lands now or formerly of Mervin S. Thumma; thence by said lands of Thumma South 87 degrees 33 minutes 20 seconds West, 450 feet to a iron pin in said line of lands and at corner of lot No. 32 on the aforesaid subdivision plan; thence by said lot No. 32 North 05 degrees 16 minutes 33 seconds East, 173.20 feet to an iron pin on the south side of Strayer Drive, the place of BEGINNING. CONTAINING a total of 1.6555 acres, pursuant to the aforesaid subdivision plan.

BEING Tract No. 3 on Land Subdivision Plan of Forest Meadow.

Tract No. 3

BEGINNING at a point at corner common to Tract No. 3 and Tract No. 4 on the aforesaid subdivision plan and on the south side of Strayer Drive; thence on a curve to the left having a radius of 225 feet, a chord bearing of North 57 degrees 17 minutes 37 seconds East, 109.12 feet to an iron pin; thence continuing by same North 43 degrees 15 minutes 37 seconds East, 191.04 feet to an iron pin; thence by same on a curve to the left having a radius of 225 feet, a chord bearing of North 37 degrees 33 minutes 28 seconds East, 44.71 feet to an iron pin at corner of lot No. 31 on the aforesaid subdivision plan; thence by said lot No. 31, South 58 degrees 08 minutes 41 seconds East, 170.29 feet to an iron pin at line of lands now or formerly of Carl C. Wert; thence by said lands of Wert South 00 degrees 30 minutes 00 seconds West, 336.54 feet to an existing iron pin on line of lands of now or formerly of Mervin S. Thumma; thence by said lands of Mervin S. Thumma, South 87 degrees 33 minutes 20 seconds West, 335.00 feet, to a point at corner common to Tract No. 3 and Tract No. 4 on the aforesaid subdivision plan; thence by said Tract No. 3, North 15 degrees 23 minutes 06 seconds West, 214.86 feet to a point on the south side of Strayer Drive, the place of BEGINNING. CONTAINING a total of 2.8717 acres, pursuant to the aforesaid subdivision plan.

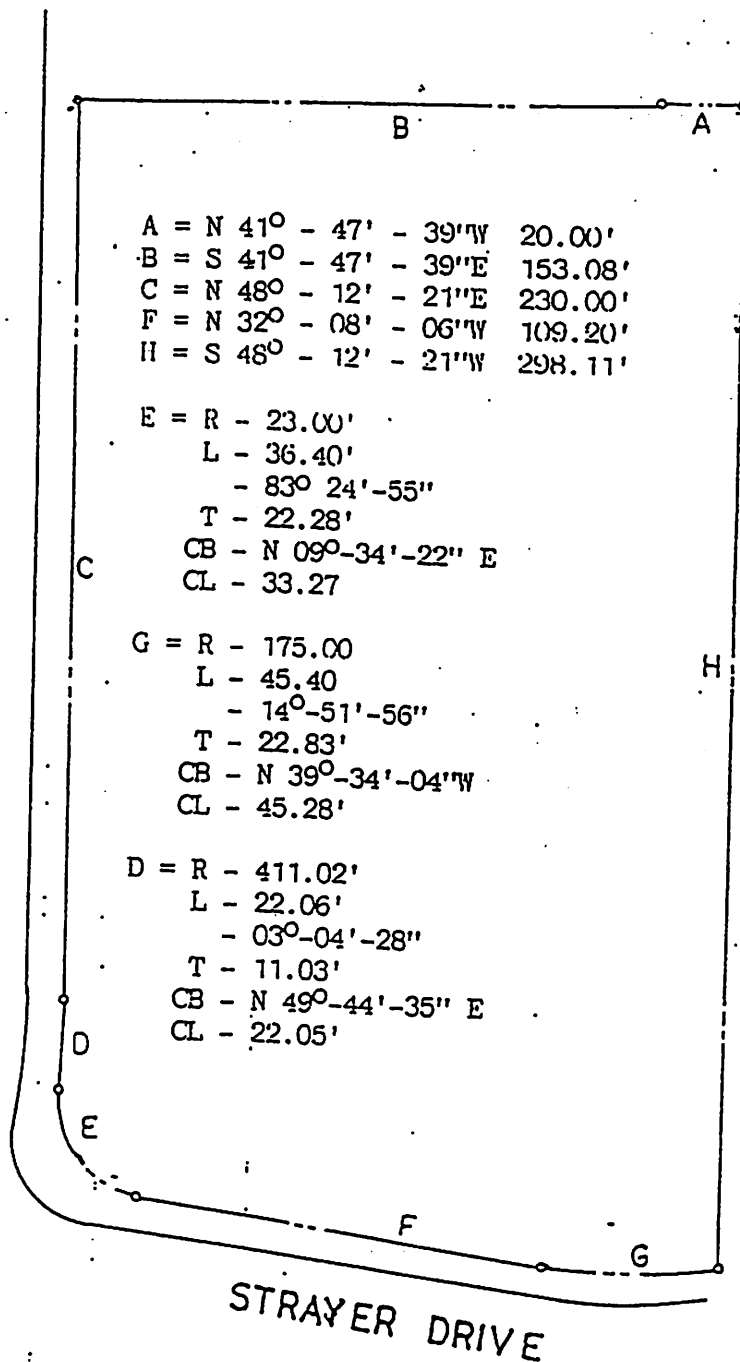
BEING Tract No. 4 on the Land Subdivision Plan of Forest Meadow.

Tract No. 4:

BEGINNING at a point on the north side of Strayer Drive, at corner common to Tract No. 2 and Tract No. 5 on the aforesaid subdivision plan; thence by said Tract No. 2 North 31 degrees 45 minutes 00 seconds West, 252.21 feet to a point on line of lot No. 26 on the aforesaid subdivision plan; thence by said lot No. 26 and lots No. 27 and 28 on the aforesaid subdivision plan, North 66 degrees 20 minutes 10 seconds, East 219.00 feet to a iron pin at corner common to lot No. 28 and 29 on the aforesaid subdivision plan; thence by said lot No. 29 South 88 degrees 58 minutes 55 seconds East, 175 feet to an existing iron pin on the west side of Strayer Drive, thence by the west side of said Strayer Drive on a curve to the right, having a radius of 175 feet, a chord bearing of South 22 degrees 08 minutes 22 seconds West, 126.12 feet to an iron pin; thence by same South 43 degrees 15 minutes 38 seconds West, 191.04 feet to a iron pin; thence by same on a curve to the right, having a radius of 175 feet, a chord bearing of South 56 degrees 04 minutes 10 seconds West, a distance of 77.59 feet to a point, the place of BEGINNING. CONTAINING a total of 1.4655 acres, pursuant to the aforesaid subdivision plan.

BEING Tract No. 5 on the Land Subdivision Plan of Forest Meadow.

STRAYER DRIVE



PHASE I LOT SURVEY

EXHIBIT "B"

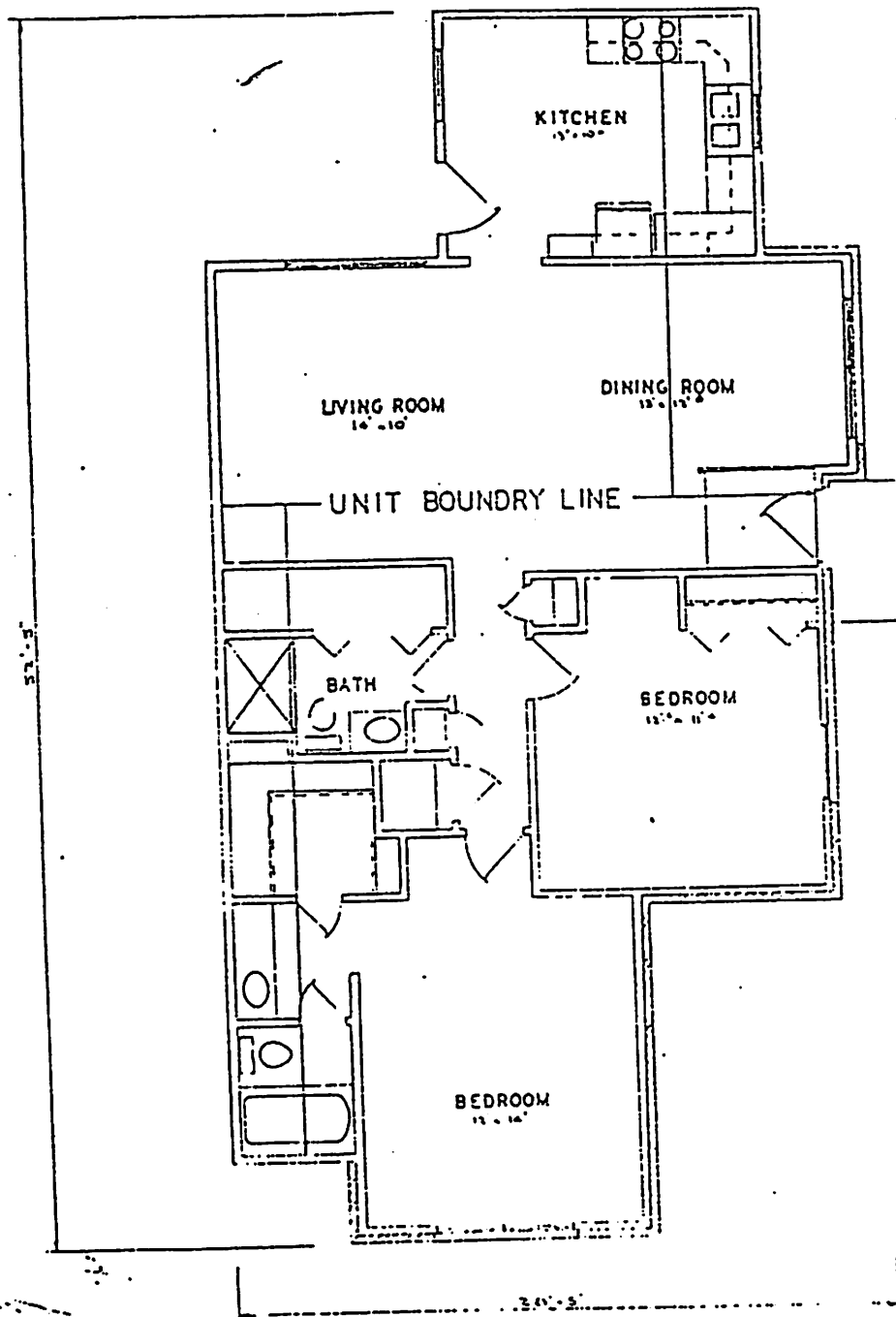
BOOK 310 PAGE 1143

FOREST MEADOW, A CONDOMINIUM

SCHEDULE OF COMMON INTERSTS, COMMON EXPENSES AND VOTES

| <u>Unit Designation</u> | <u>Sq. Ft. Per Unit</u> | <u>% of common Interest and expense</u> | <u># Votes</u> |
|-------------------------|-------------------------|---|--------------------|
| Unit 1 Oak | 1,543 square feet | 14% 14.10 | 1 |
| Unit 2 Elm | 1,433 square feet | 13% 13.10 | 1 |
| Unit 3 Willow | 1,504 square feet | 14% 13.75 | 1 |
| Unit 4 Dogwood | 1,161 square feet | 10% 10.61 | 1 |
| Alternate -1 | | | 10.60 |
| Unit 5 Dogwood | 1,181 square feet | 11% 10.20 | 1 |
| Alternate - 3 | | | |
| Unit 6 Willow | 1,504 square feet | 14% 13.75 | 1 |
| Unit 7 Elm | 1,433 square feet | 13% 13.10 | 1 |
| Unit 8 Dogwood | 1,181 square feet | 11% 10.20 | 1 |
| Alternate - 2 | | | |
| | 10,940 square feet | 100% 100.00 | 8 |

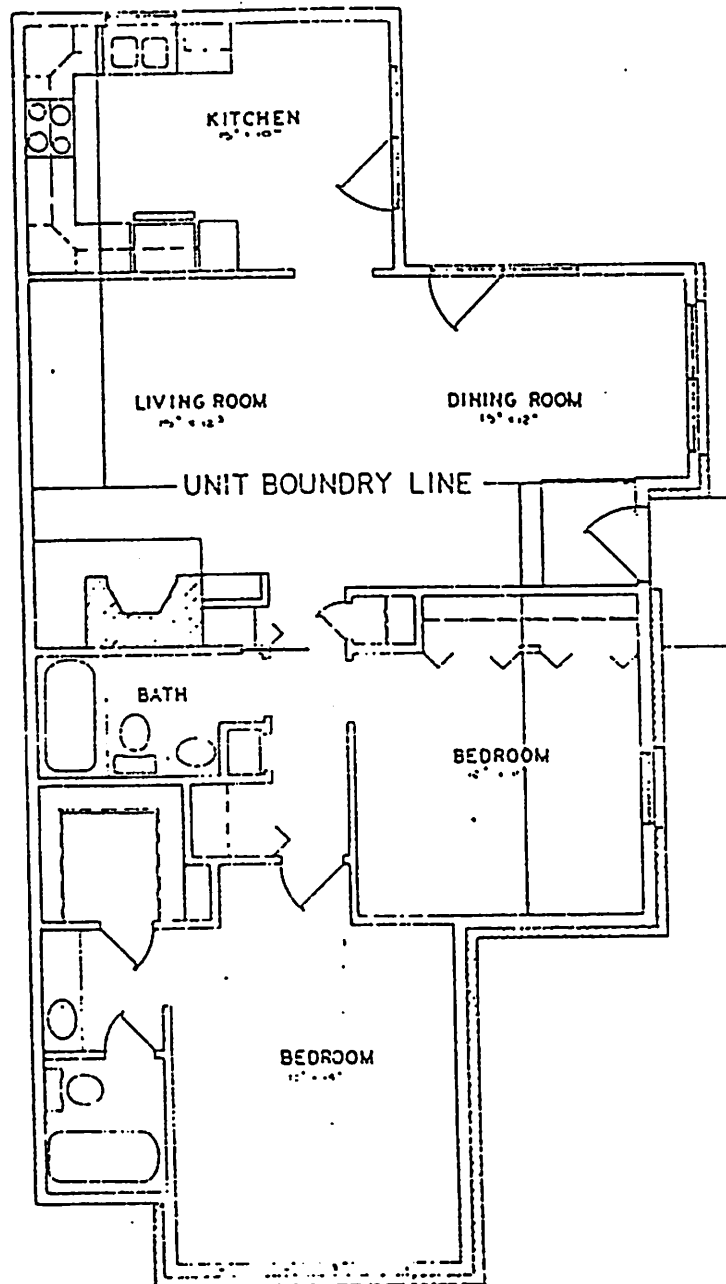
EXHIBIT "C"



THE DOGWOOD ALTERNATE 1
TOTAL SQ FT 1161

EXHIBIT "D-1"

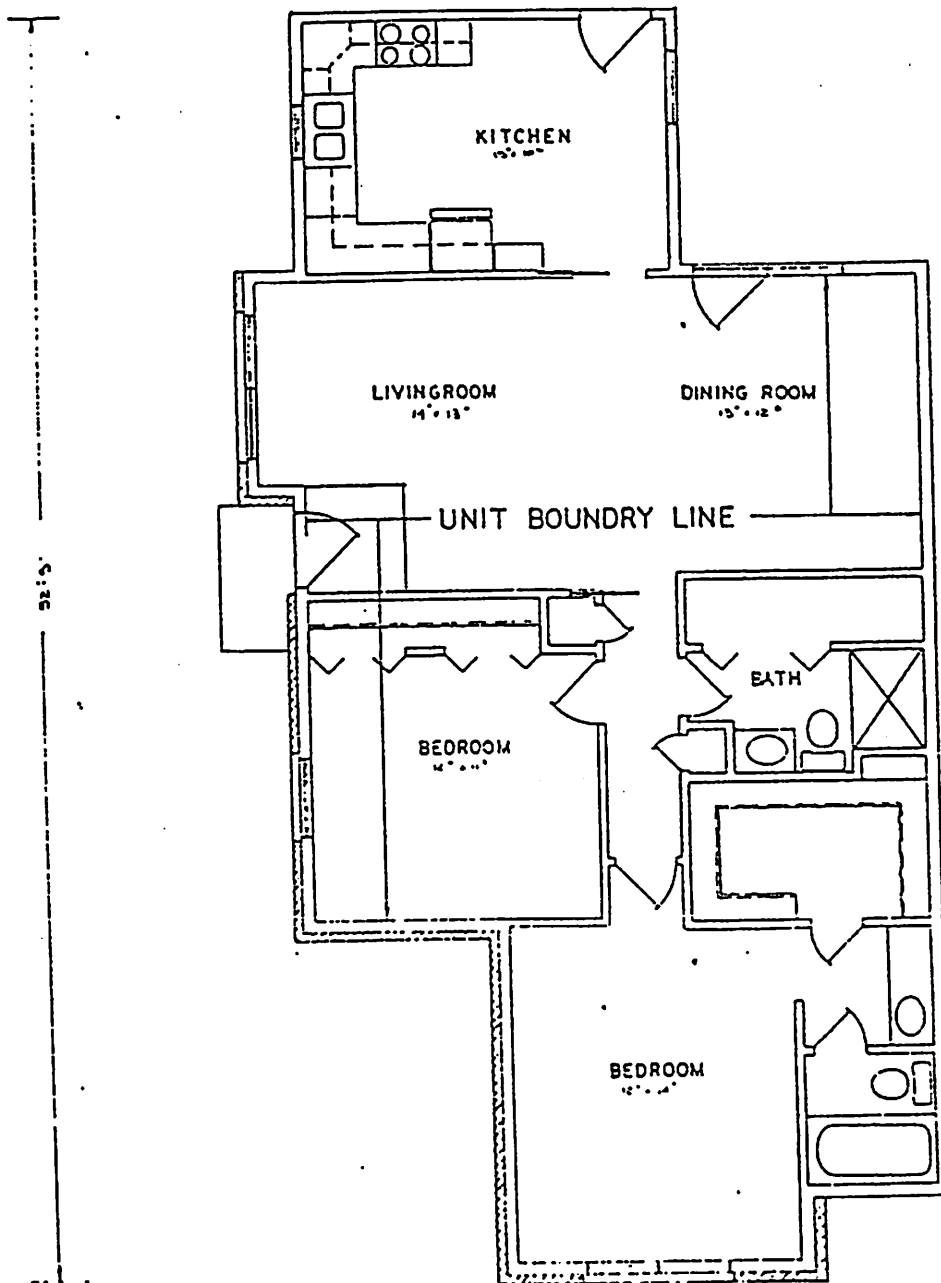
310 1145



THE DOGWOOD ALTERNATE 3
10/21/82 11/81

EXHIBIT "D-3"

310 1147

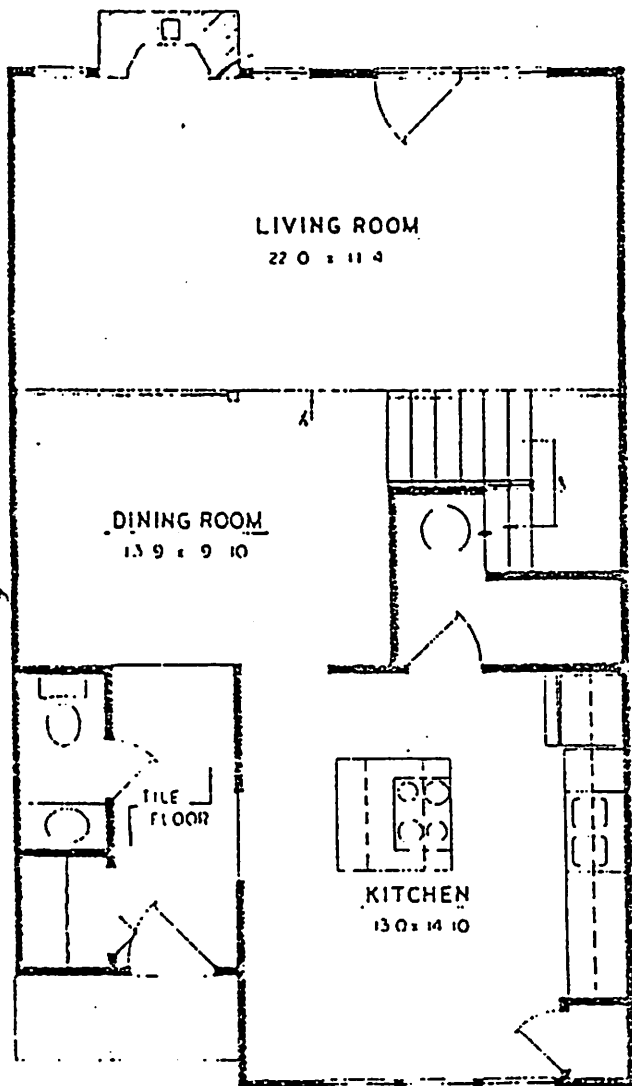
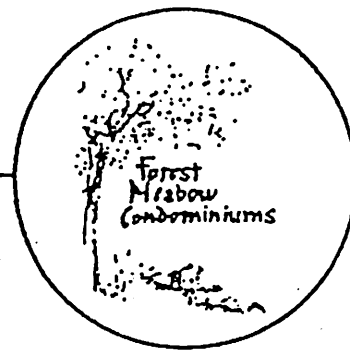


THE DOGWOOD ALTERNATE 2
TOTAL SQ. FT. 1181

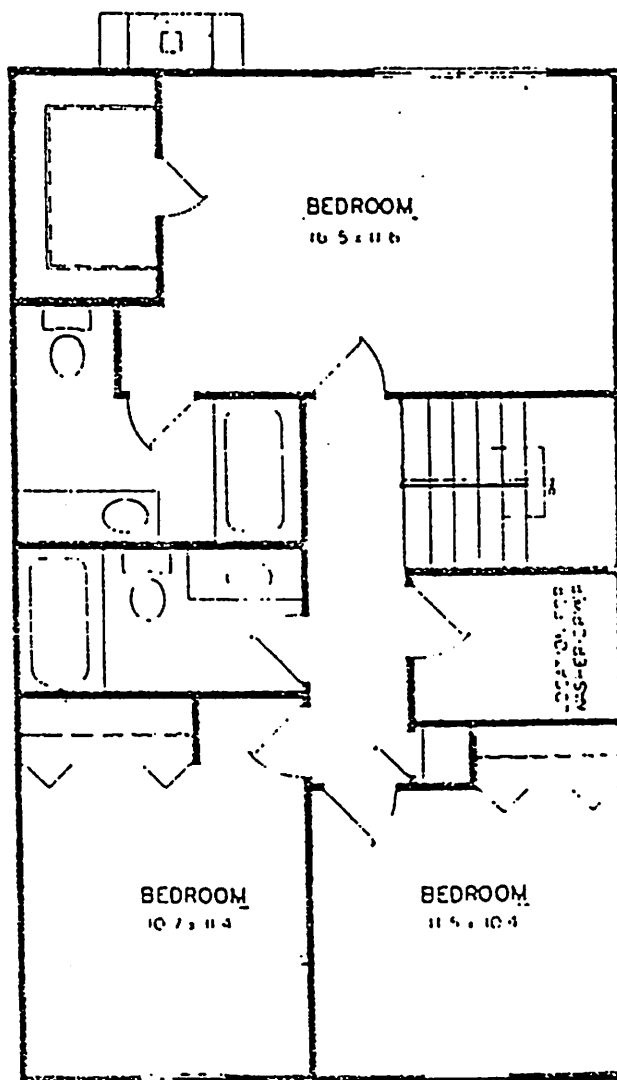
EXHIBIT "D-2"

THE WILLOW

1,504 TOTAL SQ. FT.



FIRST FLOOR PLAN
792 SQ. FT.



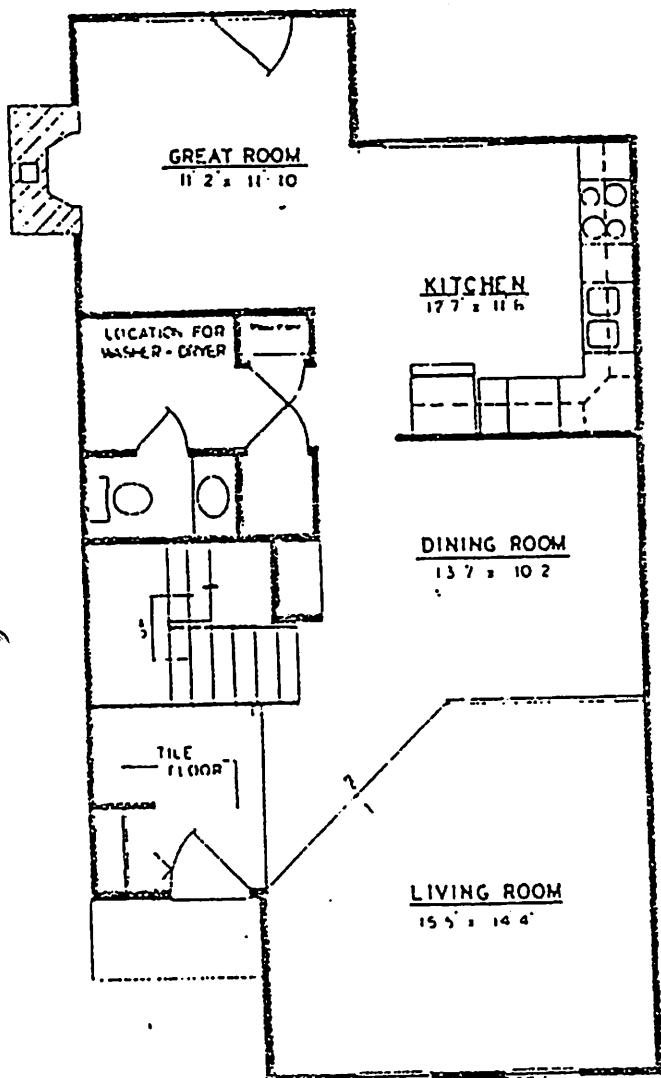
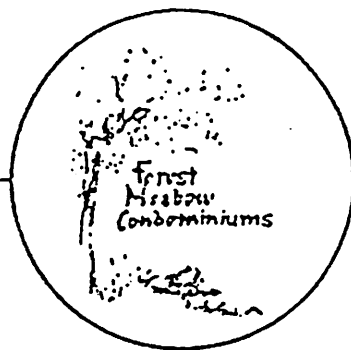
SECOND FLOOR PLAN
712 SQ. FT.

792
712
1504

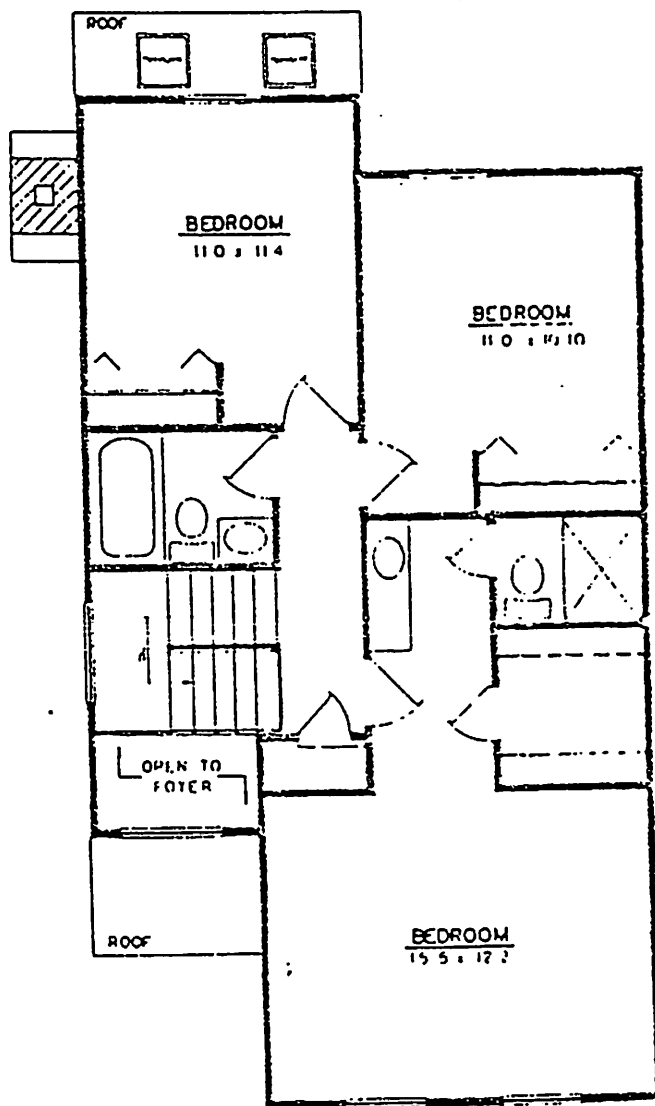
Carefree living in a two story, three bedroom, 2 1/2 bath home with a front kitchen and breakfast area, dining area, sunken living room, fireplace with screen, convenient second level laundry, large master, terrace overlooking with 8' high doors, Whirlpool, refrigerator, a wetter entry, and a lot more.

THE OAK

1,543 TOTAL SQ. FT.



FIRST FLOOR PLAN
802 SQFT



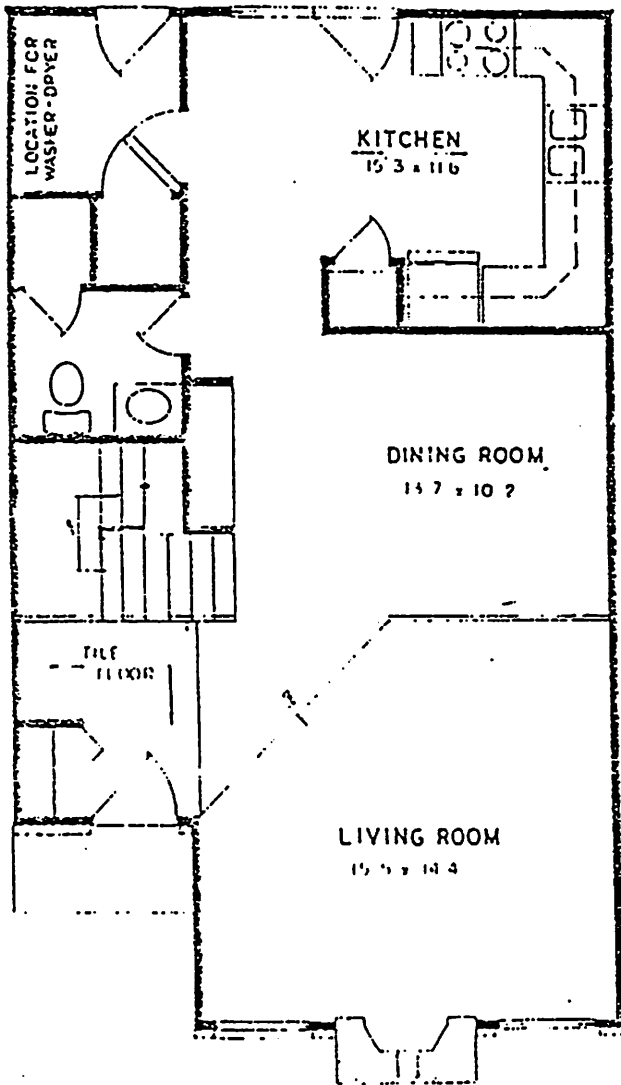
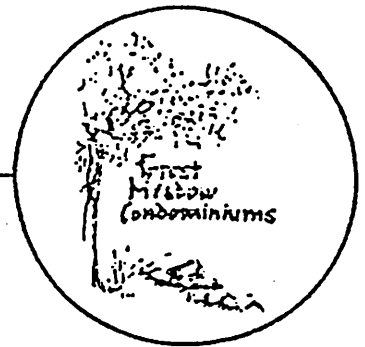
SECOND FLOOR PLAN
741 SQ FT

802
741
1543

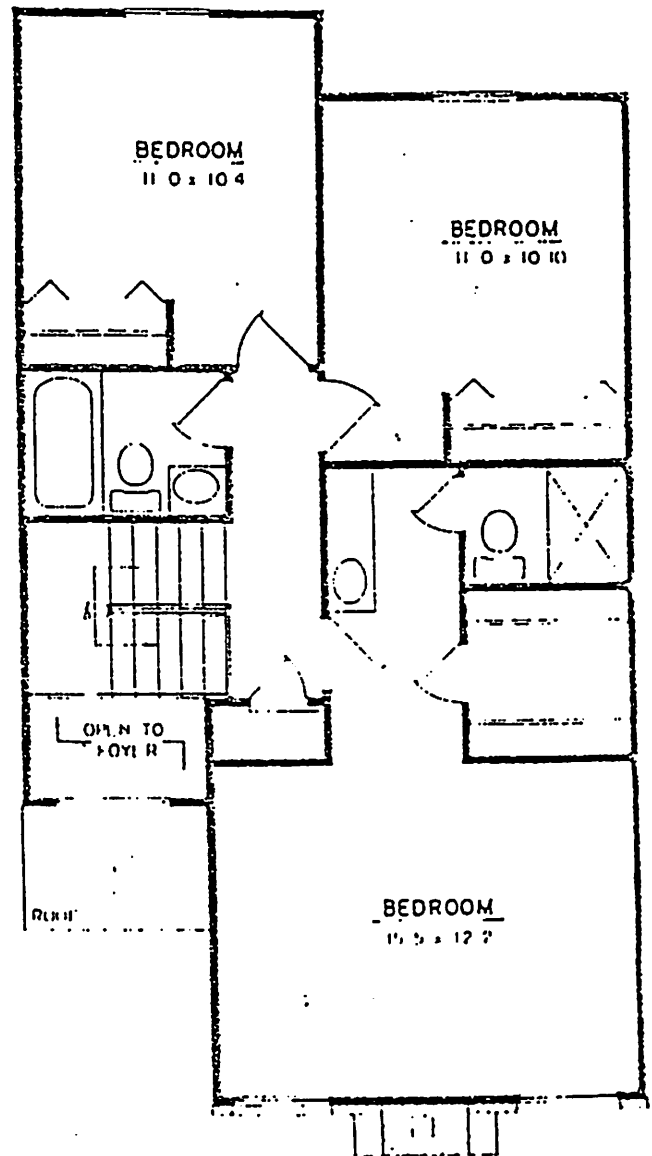
Spacious first level, looks great from room/breakfast area with a view fireplace, sky light, open kitchen, separate dining area and access to water tower, second bath, front porch, two car garage and a full deck. Whole lot complete with a lot of trees and a beautiful view.

THE ELM

1,433 TOTAL SQ. FT.



FIRST FLOOR PLAN
743 SQ. FT.



SECOND FLOOR PLAN
690 SQ. FT.

743
690
1433

Distinctive open second level layout, three bedrooms, 2 bath, also features a powder room, fireplace with screen in wooden dining room, heat pump, two car garage with 11' high doors, White oak cabinetry, granite floors, and a vinyl entry.

First AMENDMENTS TO DECLARATION OF CONDOMINIUM

OF

RECORDED-OFFICE
RECORDER OF DEEDS
CUMBERLAND COUNTY

FOREST MEADOWS, A CONDOMINIUM

'86 SEP 16 PM 2

Strayer Drive,
Carlisle, South Middleton Township, Pennsylvania

AMENDMENTS, made 16th day of September, 1986, by William Todd and Marjorie Todd, hereinafter called the Developers, their heirs and assigns:

1. Submission to Condominium Ownership. These amendments to Declaration of Condominium are filled pursuant to the Uniform Condominium Act, [hereinafter referred to as the "Act"]. Act of July 2, 1980, P.L., No. 82, 68 Purdon's Statutes, Section 3001 et seq., Section 3211 and declarants hereby submit the real estate, together with the buildings and improvements thereon erected and the easements, rights, and appurtenances thereunto belonging [collectively, the "property"] to the provisions of the Uniform Condominium Act, 68 Pa. C.S. Section 3101 et seq. [the "Act"], and hereby create with respect to the property a condominium to be added to the condominiums previously created and known as Forest Meadow, a Condominium. A description of the real estate submitted to the provisions of the Uniform Condominium Act is attached hereto as Exhibit "D". The condominium is located entirely within the Township of South Middleton, Cumberland County, Pennsylvania, and concurrently with the recording of these Amendments to Declaration, declarants have recorded a certificate of Completion of Buildings required by the Act, which certificate has been prepared and executed by William S. Nye, a Registered Professional Engineer, dated September 16th, 1986.

2. The following paragraphs to the Declaration of Condominium filed November 14, 1985 in the Office of Recorder of Deeds of Cumberland County, Pennsylvania, and recorded in Miscellaneous Book 310, Page 1090, et seq. are amended as follows:

3. Declaration Plans.

(a) A survey of the land covered by these amendments to be added to the condominium is attached as Exhibit "A".

(b) The improvements which are already in existence and are shown in plans and specifications of W. S. Nye Engineering & Consulting, Inc., and are recorded in Plan Book 48, Page 124, and Plan Book 48, Page 124, in the Office of Office of Recorder of Deeds of Cumberland County, Pennsylvania. The condominiums will include four buildings containing a total of 15 units. The condominium will also include attics and patios

For plan see 11/16/86

as shown on plans and specifications and garages, as well as parking areas. Use of the parking areas will be permitted according to the regulations of the Association.

7. **Shares of Common Elements and Expenses.**

(a) **Common Interests.** Each unit has allocated to it the common interest which is set forth in Exhibit "B", attached hereto and made a part hereof. The common interest of a unit shall be inseparable from the unit. The common interest of a unit and the fee title to such unit shall not be separately conveyed, transferred, leased, devised or encumbered, and the common interest allocated to a unit shall be deemed to be conveyed, transferred, leased, devised, or encumbered, with the unit whether or not expressly referred to in the instrument effecting the same.

(b) **Common Expense.** Each unit has allocated to it the common expense liability which is set forth in Exhibit "B". The common expense liability to the unit shall be inseparable from the unit and shall be deemed to be conveyed, transferred, leased, devised, or encumbered with the unit whether or not expressly referred to in the instrument effecting the same.

8. **Description of Apartments.** The apartments of the condominium, are more particularly described as follows:

(a) Apartments 1 through 8, inclusive, are described in the Declaration of Condominium previously filed in the Office of Recorder of Deeds of Cumberland County, Pennsylvania and by sketches attached thereto as exhibits indicated and schedules attached thereto. Further details of Units 1 through 8, inclusive, are illustrated by the building plans and specifications as recorded in the Office of Recorder of Deeds of Cumberland County, Pennsylvania, in Plan Book 48, Page 124, Part 1 through 7. Apartments 9, 10, 11, 12, 13, 14, and 15 are generally described below and by the sketches attached to this Amendment as exhibits indicated in the following schedule. Further details are illustrated by the building plans and specifications as recorded in the Office of Recorder of Deeds of Cumberland County, Pennsylvania, in Plan Book Volume S1, Page -----.

| UNIT | CONTAINING | EXHIBIT |
|--------|---|--|
| 9 & 12 | Single Story, living room, kitchen, dining room, two bedrooms, utility room, two bathrooms. | C-1 |
| 10 | Two-story, First Floor containing living room, dining room, kitchen, bathroom and bathroom-utility room, second story containing two bedrooms, bathroom and study. | C-2 & C-3 |
| 11 | Single-story, containing living room, dining room, kitchen, two bedrooms, two bathrooms, den and utility room. | C-4 |
| 13 | Single-story, containing living room, dining room, kitchen, two bedrooms, and bathroom. | C-5 |
| 14 | Two-story, First floor containing living room, dining room, kitchen, library, one bedroom and bath; second story, loft and bathroom. | C-6 & C-7 |
| 15 | Two-story, First floor containing living room, dining room, kitchen, family room, two bedrooms, two and one-half baths; second floor containing loft and bathroom. | C-8 & C-9 |
| 28.C | <p>Adjustment of common interest. common expense liability and votes. (ii) The common interest and common expense liability allocated to each unit is reallocated as set forth in Exhibit "B", attached hereto and made a part hereof. As a result of this reallocation, each unit shall be assigned a percentage of common interest and common expense liability determined by dividing the square foot of floor space of the unit by the aggregate floor area of all units. In considering floor areas, space located within porches, patios, decks, garages and basements has not been considered and each unit shall be deemed to contain the area specified below:</p> | |
| | Unit 9 | 1,320 square feet |
| | Unit 10 | 1,440 square feet |
| | Unit 11 | 1,230 square feet, plus 288 square foot enclosed porch |
| | Unit 12 | 1,125 square feet |
| | Unit 13 | 1,015 square feet |

Unit 14 1,410 square feet

Unit 15 1,680 square feet

Percentages assigned as a result of the foregoing formula shall be determined to the nearest one one hundredth of one percent and shall be rounded to produce a total for all units of 100%.

IN WITNESS WHEREOF, the declarants have executed the Amendments to the Declaration of Condominium the day and year first above written.

WITNESS:

Forst Nf

Forst Nf

FOREST MEADOW, A CONDOMINIUM

William Todd
William Todd

Marjorie A. Todd
Marjorie Todd

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CUMBERLAND : SS

Before me, a Notary Public, personally appeared William Todd and Marjorie Todd, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within Amendments to Declaration of Condominium and acknowledged that they executed the same for the purposes contained therein.

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

9-16-86

Forst Neil
Notary Public
FOREST NEIL MYERS, NOTARY PUBLIC
SOUTHAMPTON TWP., FRANKLIN COUNTY
MY COMMISSION EXPIRES DEC. 11, 1989
Member, Pennsylvania Association of Notaries



SCHEDULE OF COMMON INTEREST, COMMON EXPENSES AND VOTES

| UNIT | DESIGNATION | SQUARE FEET | % OF COMMON INTEREST & EXPENSE | NUMBER OF VOTES |
|------|-------------|-------------|--------------------------------------|-----------------------|
| 1 | | 1543 | 8 | 1 |
| 2 | | 1433 | 7 | 1 |
| 3 | | 1504 | 7 | 1 |
| 4 | | 1161 | 6 | 1 |
| 5 | | 1181 | 6 | 1 |
| 6 | | 1504 | 7 | 1 |
| 7 | | 1433 | 7 | 1 |
| 8 | | 1181 | 6 | 1 |
| 9 | | 1320 | 7 | 1 |
| 10 | | 1440 | 7 | 1 |
| 11 | | 1230 | 6 | 1 |
| 12 | | 1125 | 6 | 1 |
| 13 | | 1015 | 5 | 1 |
| 14 | | 1410 | 7 | 1 |
| 15 | | 1680 | 8 | 1 |

EXHIBIT B

INTERVENING PAGES ARE UNIT DRAWINGS

Book 323 page 344 - 363

| | | |
|--------------|--|--------------|
| p. 344 + 345 | - Unit 9, The Dogwood | 1320 sq. ft. |
| | (Front porch marked as limited common element) | |
| 346 + 347 | - Unit 10, The Redwood | 1440 sq. ft. |
| | (Front porch, etc.) | |
| 348 + 349 | - Unit 10 (upper floor) | |
| 350 + 351 | - Unit 11, The Aspen | 1230 sq. ft. |
| | (Front porch, etc.) | |
| 352 + 353 | - Unit 12, Dogwood | 1125 sq. ft. |
| | (as shown on plan) | |
| 354 + 355 | - Unit 13, Sweet | 1125 sq. ft. |
| 356 + 357 | - Unit 14, Ash | 1410 sq. ft. |
| 358 + 359 | - Unit 14 (upper floor) | |
| 360 + 361 | - Unit 15, Birch | 1620 sq. ft. |
| 362 + 363 | - Unit 15 (upper floor) | |

BEGINNING at an existing iron pin on the western side of Strayer Drive, a proposed 50-foot right-of-way at corner common to Tract No. 4 and Lot No. 29 on Subdivision Plan of Forest Meadows, recorded in the Office of Recorder of Deeds of Cumberland County, Pennsylvania, in Plan Book Volume 48, Page 145; thence on a curve to the right, having a radius of 175 feet, a chord bearing of South 22 degrees, 8 minutes, 22 seconds West, a chord length of 126.12 feet a distance of 129.02 feet to an iron pin on the eastern side of Strayer Drive; thence by said Strayer Drive, South 43 degrees, 15 minutes, 38 seconds West, 191.04 feet to an iron pin; thence continuing by same on a curve to the right having a radius of 175 feet, a chord bearing of South 56 degrees, 4 minutes 10 seconds West, a chord length of 77.59 feet a distance of 78.24 feet to a point at the corner common to Tract No. 5 and Tract No. 2 on the aforesaid Subdivision Plan; thence by said Tract No. 2, North 31 degrees 45 minutes 00 seconds West, 252.21 feet to an iron pin in line of lands now or formerly of Forest Meadows Associates, a partnership; thence by said lands to a point in line of land of Lot No. 25 on the aforesaid Subdivision Plan; thence by Lot No. 25, North 66 degrees, 20 minutes, 10 seconds East, 262.21 feet to an iron pin at corner common to Lot No. 28 and 29 on the aforesaid Subdivision Plan; thence by said Lot No. 29, South 88 degrees, 58 minutes, 55 seconds East, 175 feet to an iron pin on the western side of Strayer Drive, the place of BEGINNING.

CONTAINING 1.4655 acres pursuant to the aforesaid Subdivision Plan and being Tract No. 2 on the aforesaid Subdivision Plan.

BEING A PART OF THE SAME PREMISES which Forest Meadows Associates, a partnership, by its deed dated ----- and recorded in the Office of Recorder of Deeds of Cumberland County, Pennsylvania, granted and conveyed to William S. Todd and Marjorie A. Todd, his wife.

EXHIBIT "D"

PAGE 365 IS CERTIFICATE OF INSPECTION
UNITS 9 THROUGH 15

BEGINNING at an existing iron pin on the western side of Strayer Drive, a proposed 50-foot right-of-way at corner common to Tract No. 4 and Lot No. 29 on Subdivision Plan of Forest Meadows, recorded in the Office of Recorder of Deeds of Cumberland County, Pennsylvania, in Plan Book Volume 48, Page 145; thence on a curve to the right, having a radius of 175 feet, a chord bearing of South 22 degrees, 8 minutes, 22 seconds West, a chord length of 126.12 feet a distance of 129.02 feet to an iron pin on the eastern side of Strayer Drive; thence by said Strayer Drive, South 43 degrees, 15 minutes, 38 seconds West, 191.04 feet to an iron pin; thence continuing by same on a curve to the right having a radius of 175 feet, a chord bearing of South 56 degrees, 4 minutes 10 seconds West, a chord length of 77.59 feet a distance of 78.24 feet to a point at the corner common to Tract No. 5 and Tract No. 2 on the aforesaid Subdivision Plan; thence by said Tract No. 2, North 31 degrees 45 minutes 00 seconds West, 252.21 feet to an iron pin in line of lands now or formerly of Forest Meadows Associates, a partnership; thence by said lands to a point in line of land of Lot No. 26 on the aforesaid Subdivision Plan; thence by Lot No. 26, North 66 degrees, 20 minutes, 10 seconds East, 282.21 feet to an iron pin at corner common to Lot No. 28 and 29 on the aforesaid Subdivision Plan; thence by said Lot No. 29, South 88 degrees, 58 minutes, 55 seconds East, 175 feet to an iron pin on the western side of Strayer Drive, the place of BEGINNING.

CONTAINING 1.4655 acres pursuant to the aforesaid Subdivision Plan and being Tract No. 2 on the aforesaid Subdivision Plan.

BEING A PART OF THE SAME PREMISES which Forest Meadows Associates, a partnership, by its deed dated ----- and recorded in the Office of Recorder of Deeds of Cumberland County, Pennsylvania, granted and conveyed to William S. Todd and Marjorie A. Todd, his wife.

EXHIBIT "D"

Orrstown Bank
Orrstown, Pa. 17244-0060
717-532-6114

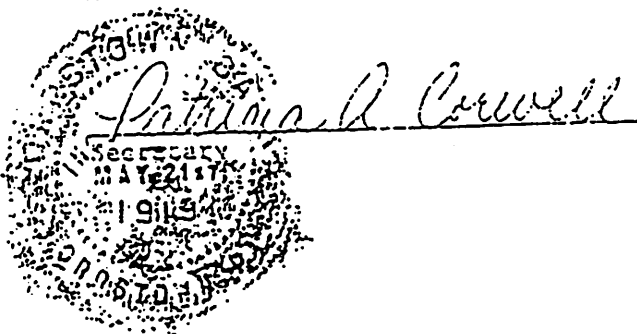
JOINDER OF MORTGAGEE IN AMENDMENTS TO DECLARATION

Orrstown Bank, the Mortgagee named in certain mortgages given by William S. Todd and Marjorie A. Todd, husband and wife, as follows: (1) dated June 25, 1985, recorded in Mortgage Book 781, Page 931, and securing indebtedness in the original principal amount of Four Hundred Thousand Dollars (\$400,000.00); (2) dated February 10, 1986, recorded in Mortgage Book 803, Page 329, and securing indebtedness in the original principal amount of One Hundred Thousand Dollars (\$100,000.00); and (3) dated May 22, 1986, recorded in Mortgage Book 815, Page 894, and securing indebtedness in the original principal amount of Two Hundred Twenty Thousand Dollars (\$220,000.00) joins in the execution, delivery and recording of these Amendments for the express and limited purposes of consenting to the Amendments to the Declaration of Condominium previously filed by Forest Meadows, a Condominium, under the Act, pursuant to the terms of the Declaration and confirming that the submission of the Condominium to the Act pursuant to the Declaration, shall not in any respect be terminated, divested, discharged, impaired or otherwise affected as the result of any sheriff's sale or any other action or proceeding to foreclose the aforesaid mortgage or otherwise enforce payment of the debt thereby secured. In executing this joinder, Orrstown Bank declares that its interest in the real estate which is subject to this Declaration are held solely as a mortgagee and as security for an obligation. Orrstown Bank is not a declarant within the meaning of the Act by virtue of this joinder.

Date: September 16, 1986.

ATTEST:

ORRSTOWN BANK



By Dale E. Auchey
Dale E. Auchey, President

SECOND AMENDMENTS TO DECLARATION OF CONDOMINIUM
OF
FOREST MEADOWS, A CONDOMINIUM

87 APR 24 AM 11 21

Strayer Drive
Carlisle, South Middleton Township, PennsylvaniaAMENDMENTS, made 24 day of APRIL, 1987 by
William S. Todd and Marjorie A. Todd, hereinafter called the
Developers, their heirs and assigns:

1. Submission to Condominium Ownership. These amendments to Declaration of Condominium are filed pursuant to the Uniform Condominium Act, (hereinafter referred to as the "Act"). Act of July 2, 1980, P.L., No. 82, 68 Purdon's Statutes, Section 3001 et seq., Section 3211 and declarants hereby submit the real estate, together with the buildings and improvements thereon erected and the easements, rights, and appurtenances thereunto belonging (collectively, the "property") to the provisions of the Uniform Condominium Act, 68 Pa. C.S. Section 3101 et seq. (the "Act"), and hereby create with respect to the property a condominium to be added to the condominiums previously created and known as Forest Meadow, a Condominium. A description of the real estate submitted to the provisions of the Uniform Condominium Act is attached hereto as Exhibit "D". The condominium is located entirely within the Township of South Middleton, Cumberland County, Pennsylvania, and concurrently with the recording of these Amendments to Declaration, declarants have recorded a certificate of Completion of Buildings required by the Act, which certificate has been prepared and executed by William S. Nye, a Registered Professional Engineer, dated April 21, 1987.

2. The following paragraphs to the Declaration of Condominium filed November 14, 1985 in the Office of Recorder of Deeds of Cumberland County, Pennsylvania, and recorded in Miscellaneous Book 310, Page 1090, et seq. are amended as follows:

3. Declaration Plans.

- (a) A survey of the land covered by these amendments to be added to the condominium is attached as Exhibit "A".
- (b) The improvements which are already in existence and are shown in plans and specifications of W. S. Nye Engineering & Consulting, Inc., and are recorded in Plan Book 48, Page 124, in the Office of Recorder of Deeds of Cumberland County, Pennsylvania. The condominiums will include four buildings containing a total of 15 units. The condominium will also include attics and patios as shown on plans and specifications

and garages, as well as parking areas. Use of the parking areas will be permitted according to the regulations of the Association.

7. Shares of Common Elements and Expenses.

(a) Common Interests. Each unit has allocated to it the common interest which is set forth in Exhibit "B", attached hereto and made a part hereof. The common interest of a unit shall be inseparable from the unit. The common interest of a unit and the fee title to such unit shall not be separately conveyed, transferred, leased, devised or encumbered, and the common interest allocated to a unit shall be deemed to be conveyed, transferred, leased, devised, or encumbered, with the unit whether or not expressly referred to in the instrument effecting the same.

(b) Common Expense. Each unit has allocated to it the common expense liability which is set forth in Exhibit "B". The common expense liability to the unit shall be inseparable from the unit and shall be deemed to be conveyed, transferred, leased, devised, or encumbered with the unit whether or not expressly referred to in the instrument effecting the same.

9. Description of Apartments. The apartments of the condominium, are more particularly described as follows:

(a) Apartments 1 through 8, inclusive, are described in the Declaration of Condominium previously filed in the Office of Recorder of Deeds of Cumberland County, Pennsylvania and by sketches attached thereto as exhibits indicated and schedules attached thereto. Further details of Units 1 through 8, inclusive, are illustrated by the building plans and specifications as recorded in the Office of Recorder of Deeds of Cumberland County, Pennsylvania, in Plan Book 48, Page 124, Part 1 through 7. Apartments 9, 10, 11, 12, 13, 14, and 15 are generally described below and by the sketches attached to this Amendment as exhibits indicated in the following schedule. Further details are illustrated by the building plans and specifications as recorded in the Office of Recorder of Deeds of Cumberland County, Pennsylvania, in Plan Book Volume 51, Page ---.

| UNIT | CONTAINING | EXHIBIT |
|--------|--|--------------|
| 9 & 12 | Single-story, living room, kitchen dining room, two bedrooms, utility room, two bathrooms. | C-1 |
| 10 | Two-story, first floor containing living room, dining room, kitchen bathroom and bathroom-utility room, second story containing two bedrooms, bathroom and study. | C-2 & C-2A * |
| 11 | Single-story, containing living room, dining room, kitchen, two bedrooms, two bathrooms, den and utility room. | C-3 * |
| 13 | Single-story, containing living room, dining room, kitchen, two bedrooms, and bathroom. | C-4 * |
| 14. | Two-story, first floor containing living room, dining room, kitchen, library, one bedroom and bath; second story, loft and bathroom. | C-5 & C-5A * |
| 15 | Two-story, first floor containing living room, dining room, kitchen, family room, two bedrooms, two and one-half baths; second floor containing loft and bathroom. | C-6 & C-6A * |

28.C Adjustment of common interest, common expense, liability and votes. (ii) The common interest and common expense liability allocated to each unit is reallocated as set forth in Exhibit "B", attached hereto and made a part hereof. As a result of this reallocation, each unit shall be assigned a percentage of common interest and common expense liability determined by dividing the square foot of floor space of the unit by the aggregate floor area of all units. In considering floor areas, space located within porches, patios, decks, garages and basements has not been considered and each unit shall be deemed to contain the area specified below:

| | |
|---------|--|
| Unit 9 | 1,320 square feet |
| Unit 10 | 1,440 square feet |
| Unit 11 | 1,230 square feet, plus 288 square foot enclosed porch |
| Unit 12 | 1,125 square feet |
| Unit 13 | 1,015 square feet |

BOOK 332 PAGE 880

* different than shown in previous Amendment - see Book 323, page 337

Unit 14 1,410 square feet

Unit 15 1,680 square feet

Percentages assigned as a result of the foregoing formula shall be determined to the nearest one one hundredth of one percent and shall be rounded to produce a total for all units of 100%

IN WITNESS WHEREOF, the declarants have executed the Amendments to the Declaration of Condominium the day and year first above written.

WITNESS:

FOREST MEADOW, A CONDOMINIUM

For Nal

+ William S. Todd
William S. Todd

For Nal

+ Marjorie A. Todd
Marjorie A. Todd

COMMONWEALTH OF PENNSYLVANIA:

: SS

COUNTY OF CUMBERLAND

:

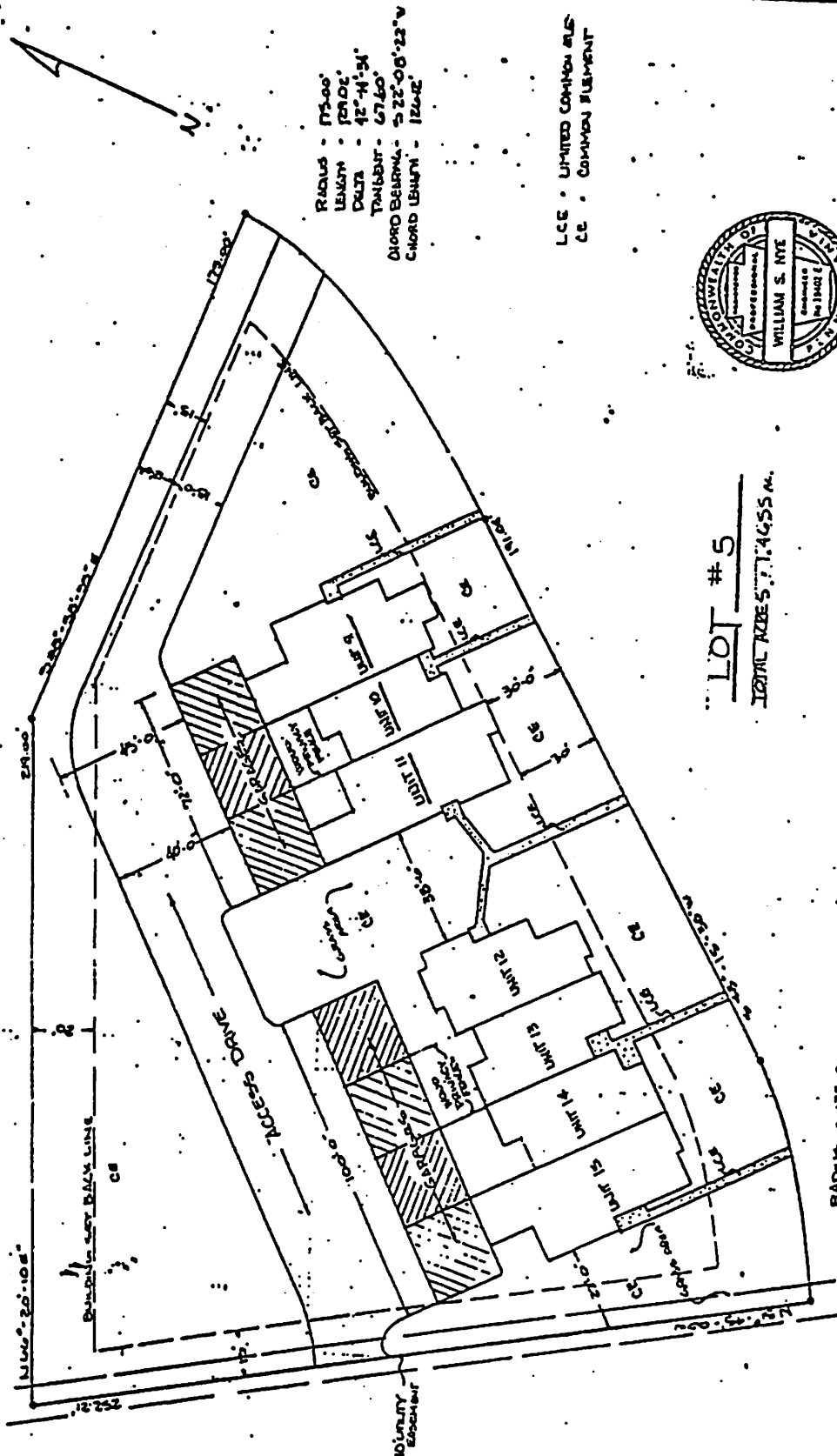
Before me, a Notary Public, personally appeared William S. Todd and Marjorie A. Todd, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within Amendments to Declaration of Condominium and acknowledged that they executed the same for the purposes contained therein.

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

For Nal
Notary Public

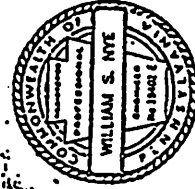
FOREST NEIL MYERS, NOTARY PUBLIC
SOUTHAMPTON TWP., FRANKLIN COUNTY
MY COMMISSION EXPIRES DEC. 31, 1989
Member, Pennsylvania Association of Notaries





RADIUS - 175.00'
 LENGTH - 175.00'
 DELTA - 42° 44' 34"
 TANGENT - 67.60'
 CHORD BEARING - S 22° 06' 22" W
 CHORD LENGTH - 126.62'

LCE - UNITED COMMON #15
 CE - COMMON ELEMENT



William S. NTE

LOT # 5
 TOTAL AREA 577,465.54

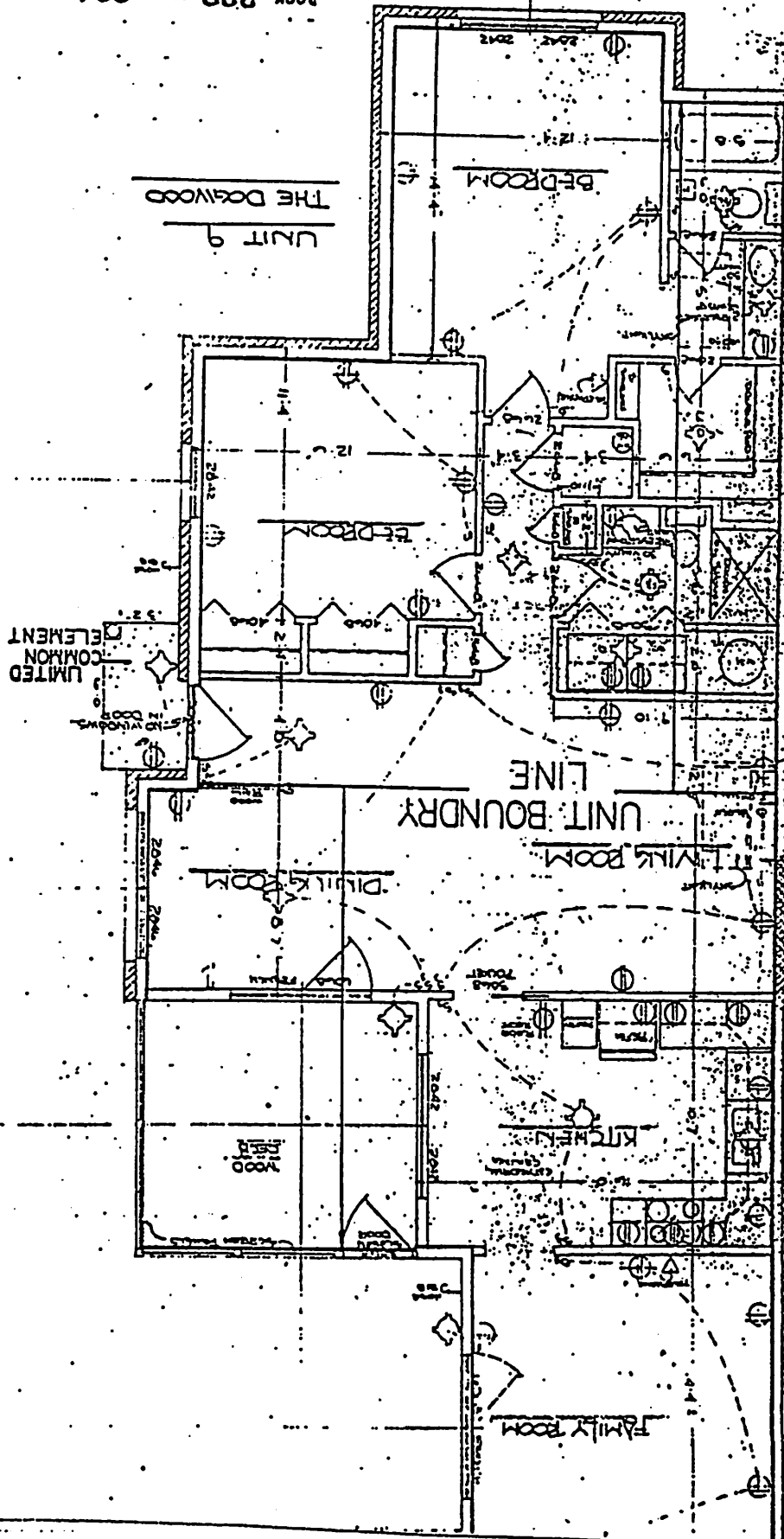
RADIUS - 175.00'
 LENGTH - 175.00'
 DELTA - 42° 44' 34"
 TANGENT - 67.60'
 CHORD BEARING - S 22° 06' 22" W
 CHORD LENGTH - 126.62'

SCHEDULE OF COMMON INTEREST, COMMON EXPENSES AND VOTES

| UNIT | DESIGNATION | SQUARE FEET | % OF COMMON INTEREST & EXPENSE | NUMBER OF VOTES |
|------|-------------|-------------|--------------------------------------|-----------------------|
| 1 | | 1543 | 8 | 1 |
| 2 | | 1433 | 7 | 1 |
| 3 | | 1504 | 7 | 1 |
| 4 | | 1161 | 6 | 1 |
| 5 | | 1181 | 6 | 1 |
| 6 | | 1504 | 7 | 1 |
| 7 | | 1433 | 7 | 1 |
| 8 | | 1181 | 6 | 1 |
| 9 | | 1320 | 7 | 1 |
| 10 | | 1440 | 7 | 1 |
| 11 | | 1230 | 6 | 1 |
| 12 | | 1125 | 6 | 1 |
| 13 | | 1015 | 5 | 1 |
| 14 | | 1410 | 7 | 1 |
| 15 | | 1680 | 8 | 1 |
| | | | ----- | --- |
| | | | 100.0 | 15 |

EXHIBIT B

BOOK 332 PAGE 883



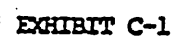
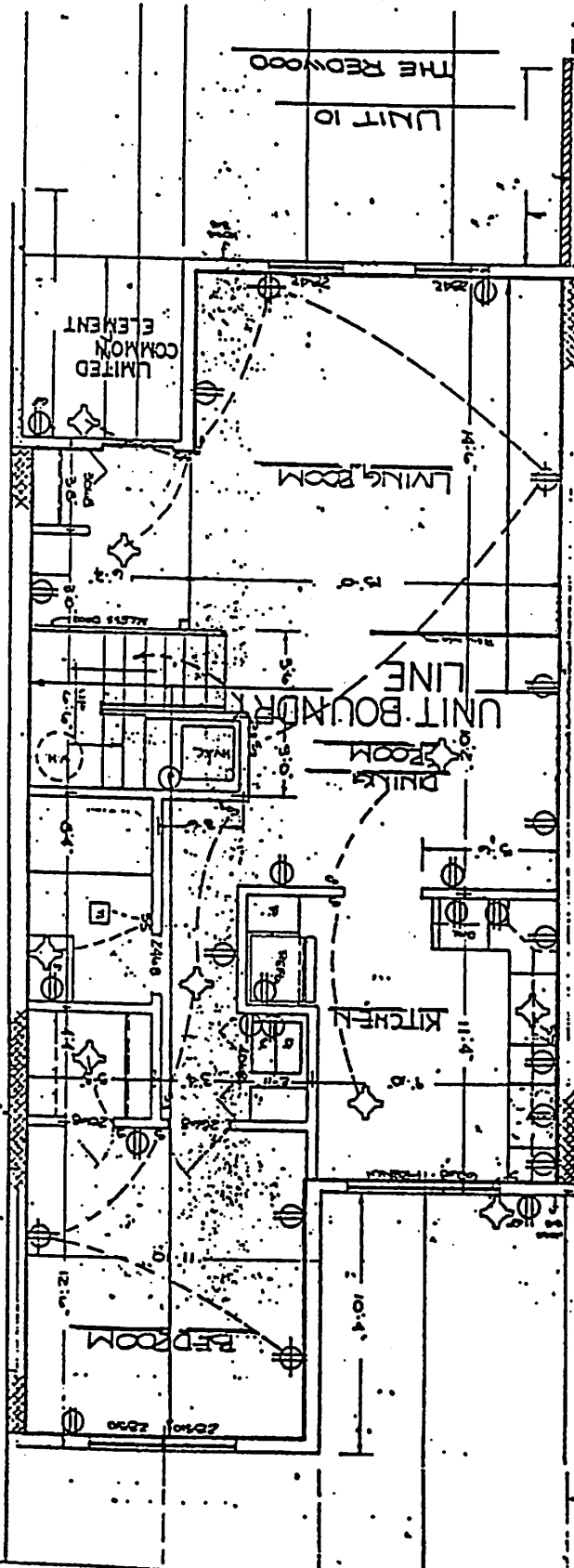
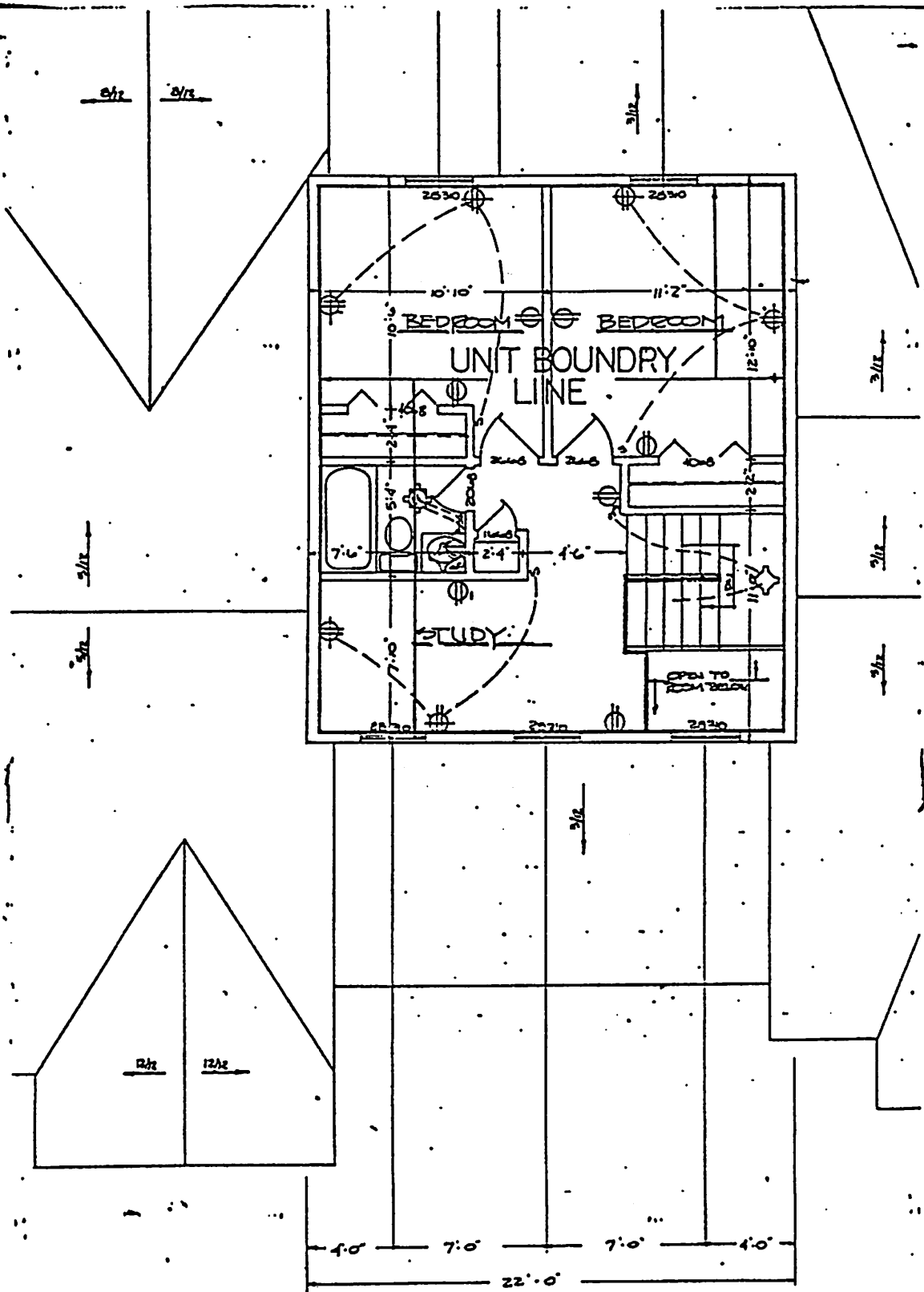


EXHIBIT C-2

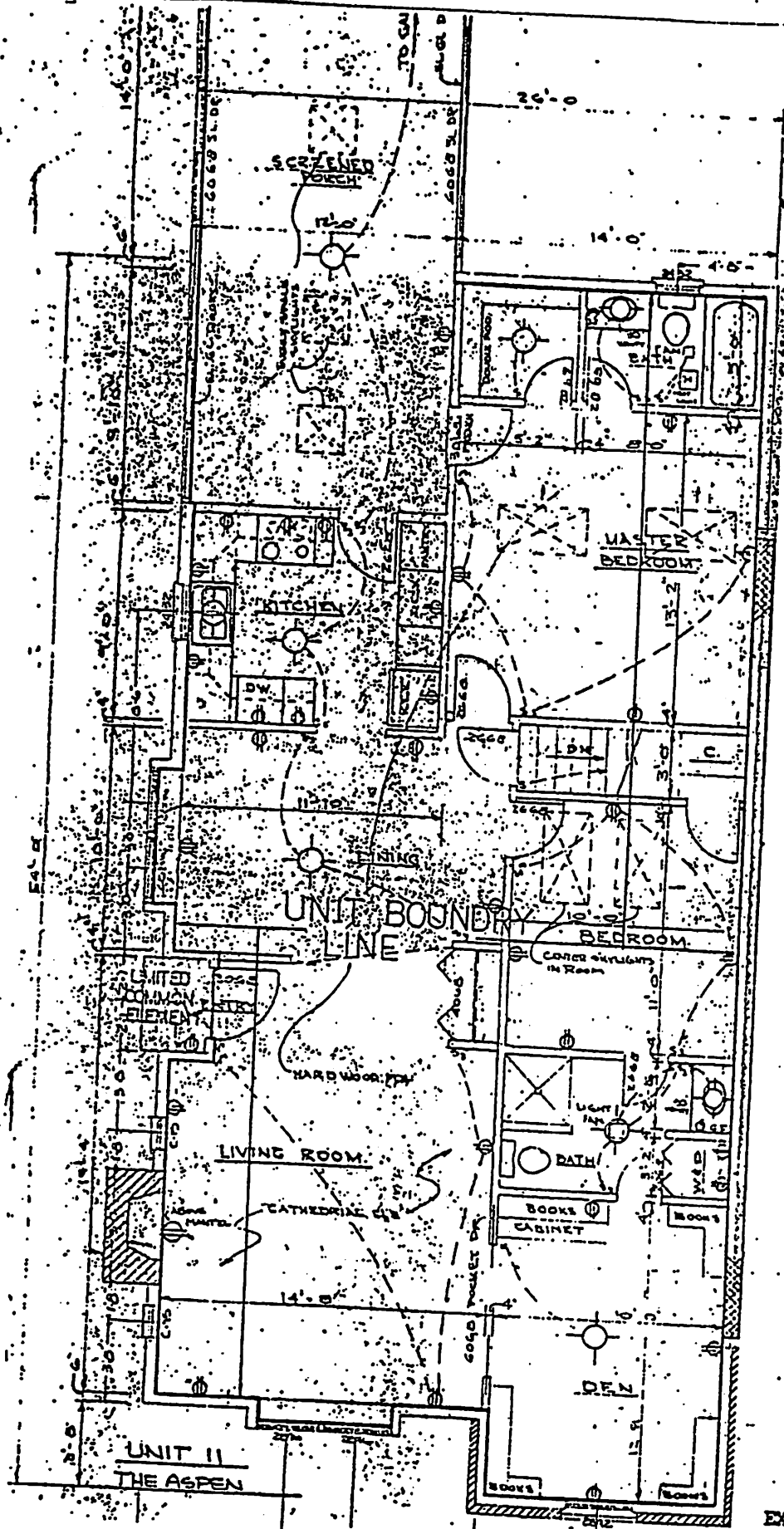


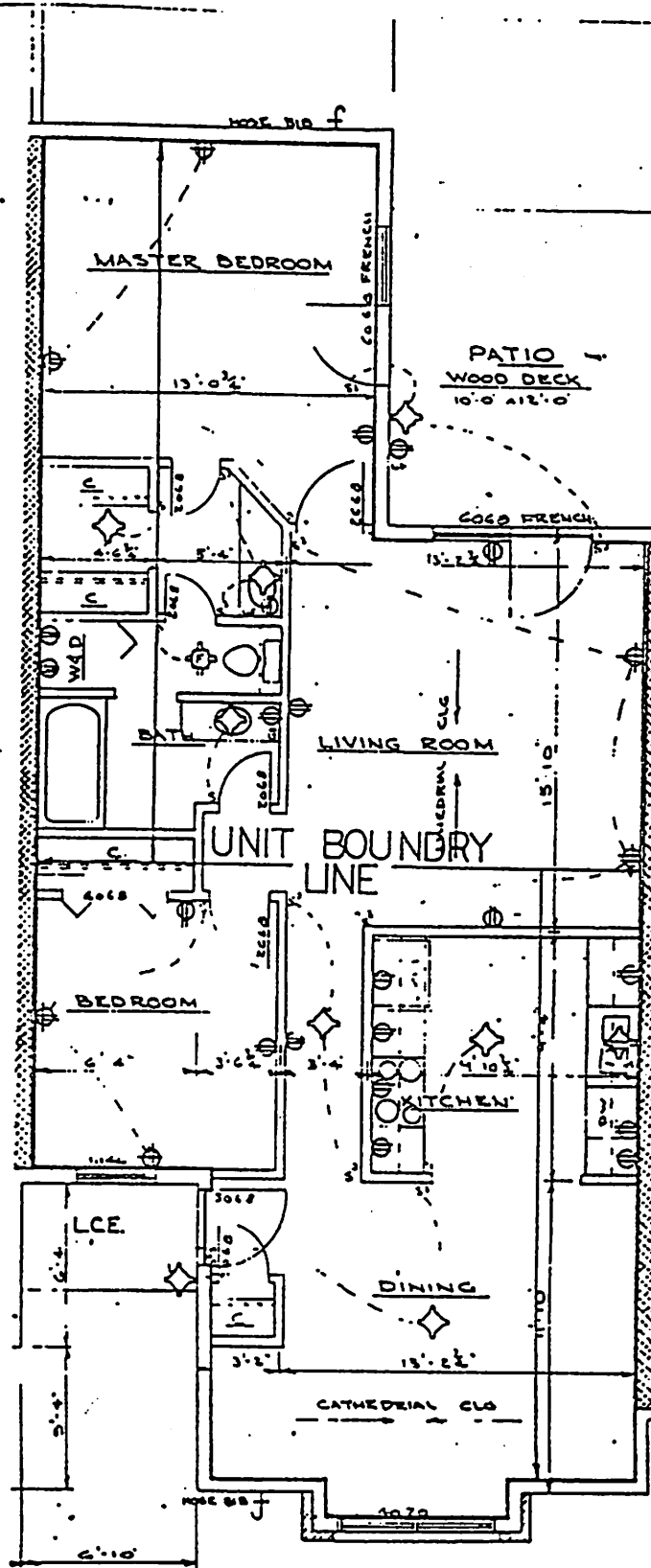


THE REDWOOD
UNIT 10

EXHIBIT C-2A

BOOK 332 PAGE 887 SECOND FLOOR PLAN



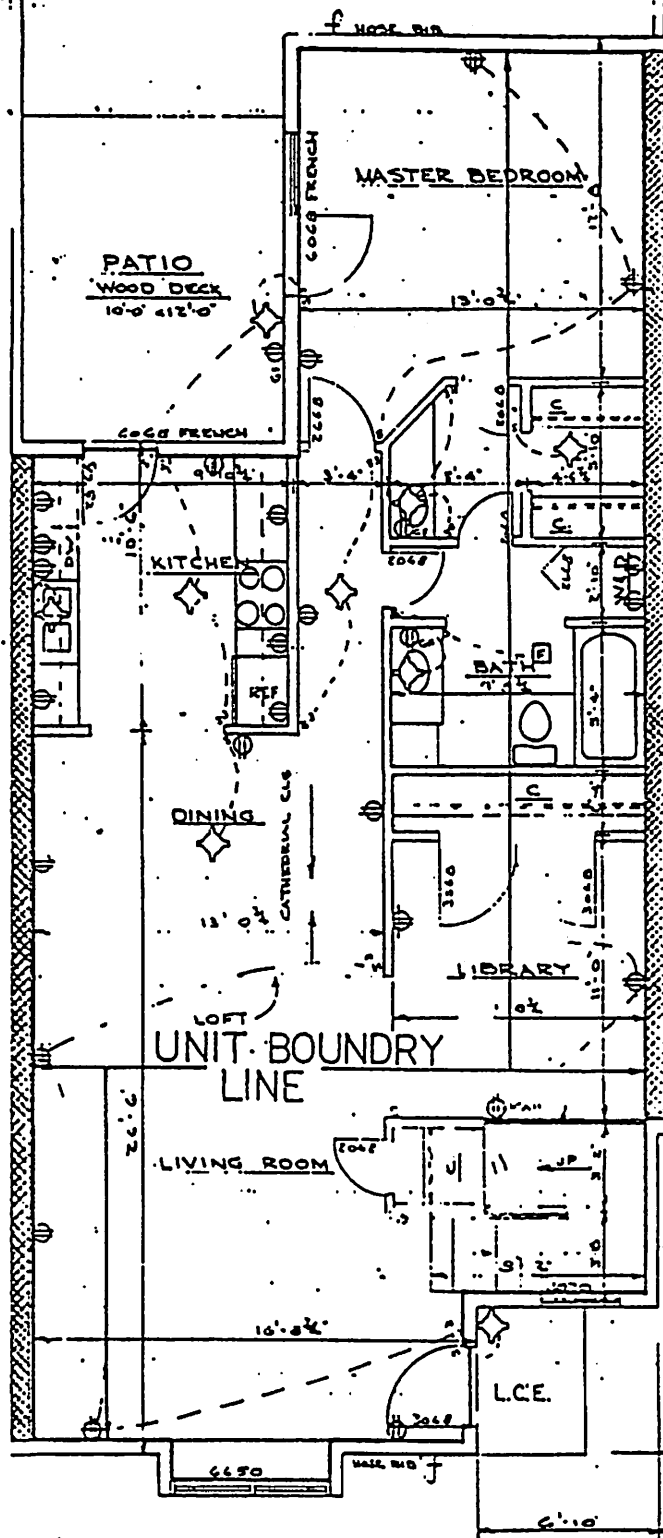


LOCUST

UNIT 13

BOOK 332 PAGE 889

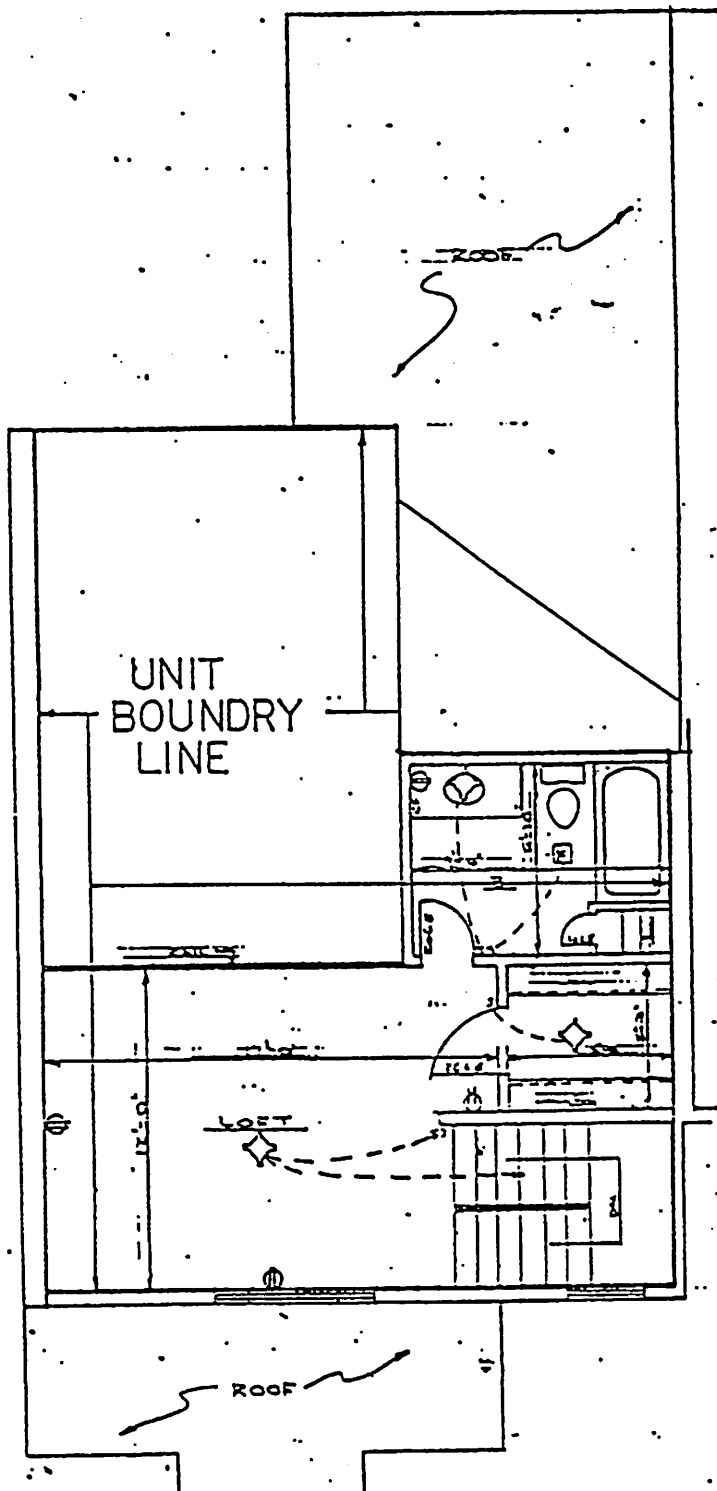
EXHIBIT C-4



BOOK 332 PAGE 890

ASH
UNIT 14

EXHIBIT C-5

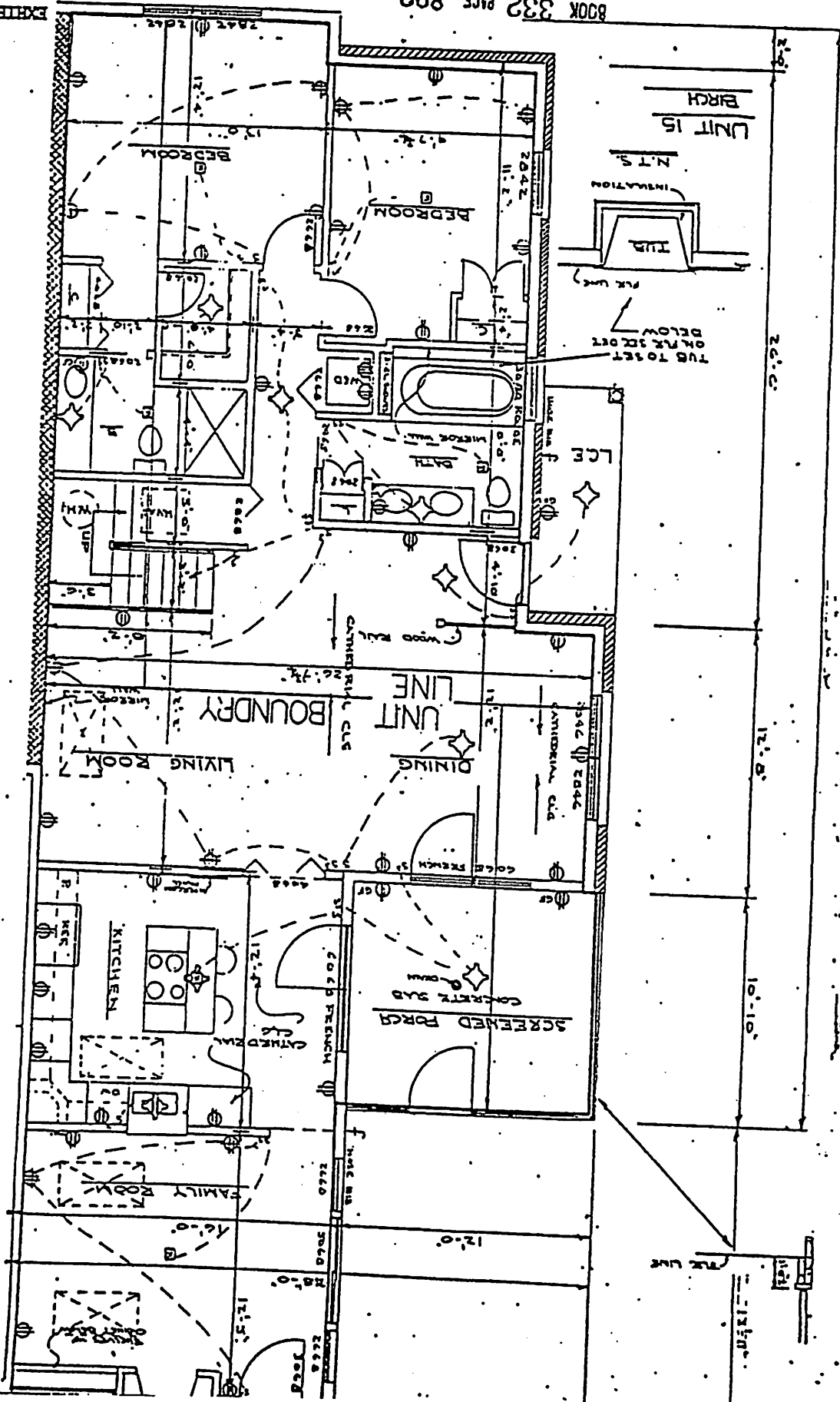


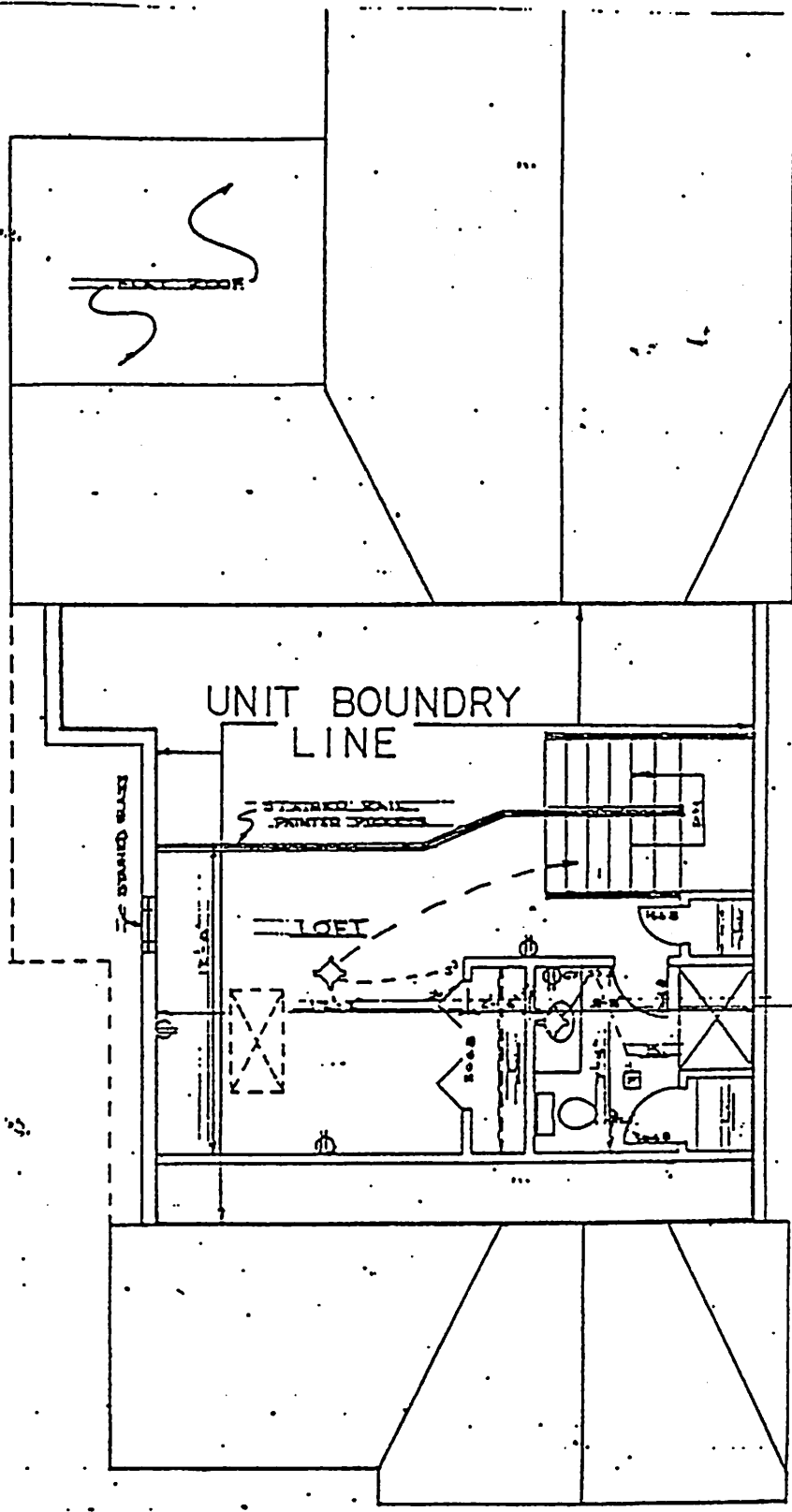
ASH
UNIT 14

SECOND FLOOR PLAN

BOOK 332 PAGE 891.

EXHIBIT C-5A





BOOK 332 PAGE 893

EXHIBIT C-6A

BIRCH
UNIT 15
SECOND FLOOR PLAN

BEGINNING at an existing iron pin on the western side of Strayer Drive, a proposed 50-foot right-of-way at corner common to Tract No. 4 and Lot No. 29 on Subdivision Plan of Forest Meadows, recorded in the Office of Recorder of Deeds of Cumberland County, Pennsylvania, in Plan Book Volume 48, Page 145; thence on a curve to the right, having a radius of 175 feet, a chord bearing of South 22 degrees, 8 minutes, 22 seconds West, a chord length of 126.12 feet, a distance of 129.02 feet to an iron pin on the eastern side of Strayer Drive; thence by said Strayer Drive, South 43 degrees, 15 minutes, 38 seconds West, 191.04 feet to an iron pin; thence continuing by same on a curve to the right having a radius of 175 feet, a chord bearing of South 56 degrees, 4 minutes, 10 seconds West, a chord length of 77.59 feet, a distance of 78.24 feet to a point at the corner common to Tract No. 5 and Tract No. 2 on the aforesaid Subdivision Plan; thence by said Tract No. 2, North 31 degrees, 45 minutes, 00 seconds West, 252.21 feet to an iron pin in line of lands now or formerly of Forest Meadows Associates, a partnership; thence by said lands to a point in line of land of Lot No. 26 on the aforesaid Subdivision Plan; thence by Lot No. 26, North 66 degrees, 20 minutes, 10 seconds East, 282.21 feet to an iron pin at corner common to Lot No. 28 and 29 on the aforesaid Subdivision Plan; thence by said Lot No. 29, South 88 degrees, 58 minutes, 55 seconds East, 175 feet to an iron pin on the western side of Strayer Drive, the place of BEGINNING.

CONTAINING 1.4655 acres pursuant to the aforesaid Subdivision Plan and being Tract No. 2 on the aforesaid Subdivision Plan.

BEING A PART OF THE SAME PREMISES which Forest Meadows Associates, a partnership, by its deed dated _____ and recorded in the Office of Recorder of Deeds of Cumberland County, Pennsylvania, granted and conveyed to William S. Todd and Marjorie A. Todd, his wife.

EXHIBIT "D"

BOOK 332 PAGE 894

JOINDER OF MORTGAGEE IN AMENDMENTS TO DECLARATION

Orrstown Bank, the Mortgagee named in certain mortgages given by William S. Todd and Marjorie A. Todd, husband and wife, as follows: (1) dated June 25, 1985, recorded in Mortgage Book 781, Page 931, and securing indebtedness in the original principal amount of Four Hundred Thousand Dollars (\$400,000.00); (2) dated February 10, 1986, recorded in Mortgage Book 803, Page 329, and securing indebtedness in the original principal amount of One Hundred Thousand Dollars (\$100,000.00); and (3) dated May 22, 1986, recorded in Mortgage Book 815, Page 894, and securing indebtedness in the original principal amount of Two Hundred Twenty Thousand Dollars (\$220,000.00) joins in the execution, delivery and recording of these Amendments for the express and limited purposes of consenting to the Amendments to the Declaration of Condominium previously filed by Forest Meadows, a Condominium, under the Act, pursuant to the terms of the Declaration and confirming that the submission of the Condominium to the Act pursuant to the Declaration, shall not in any respect be terminated, divested, discharged, impaired or otherwise affected as the result of any sheriff's sale or any other action or proceeding to foreclose the aforesaid mortgage or otherwise enforce payment of the debt thereby secured. In executing this joinder, Orrstown Bank declares that its interest in the real estate which is subject to this Declaration are held solely as a mortgagee and as security for an obligation. Orrstown Bank is not a declarant within the meaning of the Act by virtue of this joinder.

Date: April 23, 1987

ATTEST:

Patricia A. Corwell
Secretary

ORRSTOWN BANK

By Kenneth R. Shoemaker
Executive Vice President

State of Pennsylvania
County of Allegheny
Recorded in the Office of the Recorder of Deeds
on this 33rd day of April, 1987
at Pittsburgh, Pennsylvania
Clerk of the Recorder of Deeds

Patricia A. Corwell

THIRD AMENDMENTS TO DECLARATION OF CONDOMINIUM OF

FOREST MEADOWS, A CONDOMINIUM

STRAYER DRIVE, CARLISLE
SOUTH MIDDLETON TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA

AMENDMENTS made 23rd day of December, 1987 by
William S. Todd and Marjorie A. Todd, hereinafter called the
Developers, their heirs and assigns:

1. SUBMISSION TO CONDOMINIUM OWNERSHIP. These
Amendments to Declaration of Condominium are filed pursuant to
the Uniform condominium Act, (hereinafter referred to as the
"Act"). Act of July 2, 1980, P.L., No. 82, 68 Purdons
Statutes, Section 3001 et seq., Section 3211 and declarants
hereby submit the real estate, together with the buildings and
improvements thereon erected and the easements, rights, and
appurtenances thereunto belonging (collectively, the
"property") to the provisions of the Uniform Condominium Act,
68 Pa. C.S. Section 3101 et seq. (the "Act"), and hereby create
with respect to the property a condominium to be added to the
condominiums previously created and known as Forest Meadow, a
Condominium. A description of the real estate submitted to the
provisions of the Uniform Condominium Act is attached hereto as
Exhibit "D". The condominium is located entirely within the
Township of South Middleton, Cumberland County, Pennsylvania,
and concurrently with the recording of these Amendments to
Declaration, declarants have recorded a certificate of
Completion of Buildings required by the recording of these
Amendments to Declaration, declarants have recorded a
Certificate of Completion of Buildings required by the Act,
which certificate has been prepared and executed by William S.
Nye, a Registered Professional Engineer, dated November 18,
1987.

2. The following paragraphs to the Declaration of
Condominium filed November 14, 1985 in the Office of the
Recorder of Deeds of Cumberland County, Pennsylvania, and
recorded in Miscellaneous Book 310, Page 1090, et seq, as
amended by Amendments dated September 16, 1986 and recorded in
Miscellaneous Book 323, Page 337 and Amendments dated April 24,
1987 and recorded in Miscellaneous Book 332, Page 878, are
amended as follows:

3. DECLARATION PLANS.

(a) A survey of the land
covered these Amendments to be added to
the condominium is attached as Exhibit "A"

(b) The improvements which are already in existence and are shown in plans and specifications of W. S. Nye Engineering & Consulting, Inc. and are recorded in Plan Book _____, Page _____, in the office of Recorder of Deeds of Cumberland County, Pennsylvania. The condominiums will include 6 buildings containing a total of 25 units. The condominiums will also include attics and patios as shown on plans and specifications and garages, as well as parking areas. Use of the parking areas will be permitted according to the regulations of the Association.

7. SHARES OF COMMON ELEMENTS AND EXPENSES.

(a) Common Interests. Each unit has allocated to it the common interest which is set forth in Exhibit "B", attached hereto and made a part hereof. The common interest of a unit shall be inseparable from the unit. The common interest of a unit and the fee title to such unit shall not be separately conveyed, transferred, leased, devised or encumbered, and the common interest allocated to a unit shall be deemed to be conveyed, transferred, leased devised or encumbered, with the unit whether or not expressly referred to in the instrument effecting the same.

(b) Common Expense. Each unit has allocated to it the common expense liability which is set forth in Exhibit "B". The common expense liability to the unit shall be inseparable from the unit and shall be deemed to be conveyed, transferred, leased, devised, or encumbered with the unit whether or not expressly referred to in the instrument effecting the same.

9. Description of Apartments. The apartments of the condominium, are more particularly described as follows:

(a) Apartments 1 through 8, inclusive, are described in the Declaration of Condominium previously filed in the Office of Recorder of Deeds of Cumberland County, Pennsylvania and by sketches attached thereto as exhibits indicated and schedules attached thereto. Further details of Units 1 through 8, inclusive are illustrated by the building plans and specifications as recorded in the office of Recorder of Deeds of Cumberland County, Pennsylvania. Units 9 through 15 are illustrated by the plans and specifications as recorded in the office of Recorder of Deeds of Cumberland County, Pennsylvania in Plan Book 51, Page _____. Apartments are generally described below and by the sketches attached to this Amendment as exhibits indicated in the following schedule. Further details are illustrated by the building plans and specifications as recorded in the office of Recorder of Deeds of Cumberland County, Pennsylvania, in Plan Book Volume ____ Page _____.

| <u>UNIT</u> | <u>CONTAINING</u> | <u>EXHIBIT</u> |
|----------------|---|----------------|
| 16 | A one-story unit including two bedrooms, two full baths, a den or a third bedroom, living room, kitchen, dining room, sun room, and utility closet. | C-1 |
| 17 20 24 | A one and a half-story unit with the first floor including living room and dining room combination, kitchen, library, full bath, bedroom with dressing area and utility closet. Loft area including loft bedroom, large walk-in closet and full bath. | C-2 |
| 18 19 23 | A one-story unit including two bedrooms, full bath with dressing area for master bedroom, living room, dining room, kitchen, and utility closet. | C-3 |
| 21 | A one and a half story unit with first floor including kitchen with breakfast area, living room and dining room combination, two full baths and utility closet. Loft area including bedroom and full bath. | C-4 |

22. A one-story unit including two bedrooms, two full baths, living room and dining room combination, kitchen and utility closet. C-5
- 25 A one-story unit including two bedrooms, a den or a third bedroom, two full baths, kitchen and dining room combination, living room and utility closet. C-6
C-6A

28.C ADJUSTMENT OF COMMON INTEREST. COMMON EXPENSE. LIABILITY AND VOTES. (11) The common interest and common expense liability allocated to each unit is reallocated as set forth in Exhibit "B", attached hereto and made a part hereof. As a result of this reallocation, each unit shall be assigned a percentage of common interest and common expense liability determined by dividing the square foot of floor space of the unit by the aggregate floor area of all units. In considering floor areas, space located within porches, patios, decks, garages and basements has not been considered and each unit shall be deemed to contain the area specified below:

| | |
|---------|-------------------|
| Unit 16 | 1,408 square feet |
| Unit 17 | 1,334 square feet |
| Unit 18 | 952 square feet |
| Unit 19 | 952 square feet |
| Unit 20 | 1,334 square feet |
| Unit 21 | 1,656 square feet |
| Unit 22 | 1,152 square feet |
| Unit 23 | 952 square feet |
| Unit 24 | 1,334 square feet |
| Unit 25 | 1,124 square feet |

Percentages assigned as a result of the foregoing formula shall be determined to the nearest one one-hundredth of one percent and shall be rounded to produce a total for all units of 100%.

IN WITNESS WHEREOF, the declarants have executed the Amendments to the Declaration of Condominium the day and year first above written.

WITNESS:

FOREST MEADOW, A CONDOMINIUM

Carol H. Splend

William S. Todd

as to both

Marjorie A. Todd

COMMONWEALTH OF PENNSYLVANIA :

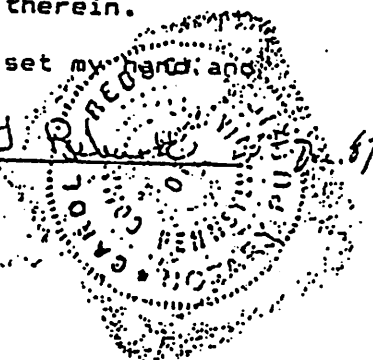
COUNTY OF CUMBERLAND :

SS
:

Before me, a Notary Public, personally appeared William S. Todd and Marjorie A. Todd, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within amendments to Declaration of Condominium and acknowledged that they executed the same for the purposes contained therein.

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

Carol G. Splend
Notary Public



Patricia H. Vance

RECORDED
INDEXED
'87 DEC 23 AM 9 12

CERTIFICATE OF COMPLETION

This is to certify that the undersigned, William S. Nye
a Pennsylvania Registered Professional Engineer
[Registration #PE0194020-E] did on November 30, 1987,
inspect Units # 16 thru 21, located on Strayer Drive,
Cumberland County, Carlisle, Pennsylvania and found the
subject units substantially complete with regard to
structural components and mechanical systems as presented on
a set of Plans prepared by Nye Construction
Company/Component Building Systems, Inc.


~~WILLIAM S. NYE~~

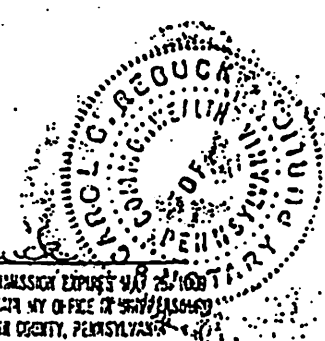
PA No. PE0194020-E

Before me, a Notary Public, personally appeared William
S. Nye, Engineer, who acknowledged this Certificate of
Completion to be his act and deed and desired the same to be
recorded as such.

Dated: December 18, 1987

BOOK 344 PAGE 277

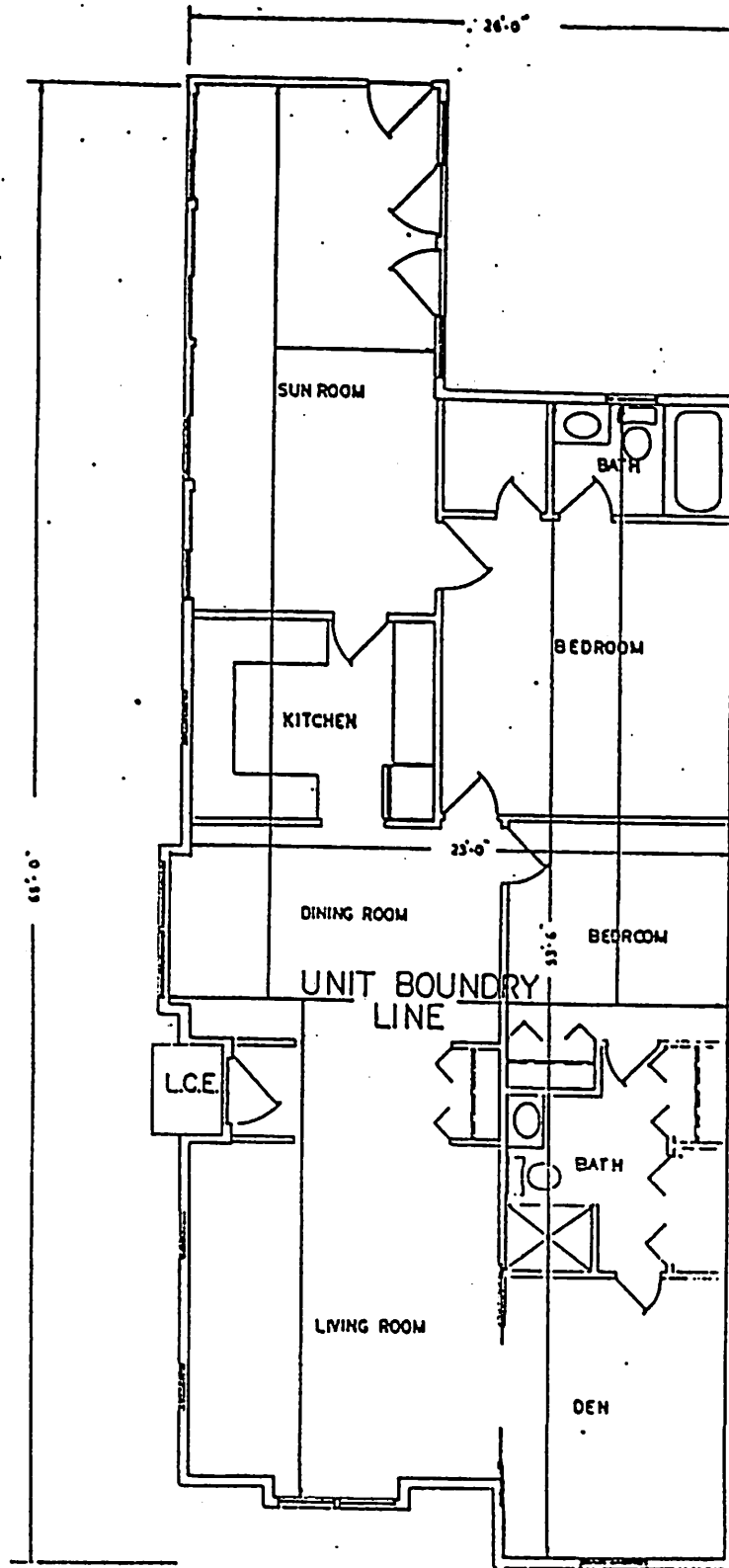

Notary Public


MY COMMISSION EXPIRES MAY 25, 1989
I MAINTAIN MY OFFICE AT
FRANKLIN COUNTY, PENNSYLVANIA

SCHEDULE OF COMMON INTEREST, COMMON EXPENSES AND VOTES

| UNIT | DESIGNATION | SQUARE FEET | % OF COMMON INTEREST & EXPENSE | NUMBER OF VOTES |
|------|-------------|-------------|--------------------------------------|-----------------------|
| 1 | | 1543 | 5 | 1 |
| 2 | | 1433 | 4 | 1 |
| 3 | | 1504 | 5 | 1 |
| 4 | | 1161 | 4 | 1 |
| 5 | | 1181 | 4 | 1 |
| 6 | | 1504 | 5 | 1 |
| 7 | | 1433 | 4 | 1 |
| 8 | | 1181 | 3 | 1 |
| 9 | | 1320 | 4 | 1 |
| 10 | | 1440 | 4 | 1 |
| 11 | | 1230 | 4 | 1 |
| 12 | | 1125 | 3 | 1 |
| 13 | | 1015 | 3 | 1 |
| 14 | | 1410 | 4 | 1 |
| 15 | | 1680 | 6 | 1 |
| 16 | | 1408 | 4 | 1 |
| 17 | | 1334 | 4 | 1 |
| 18 | | 952 | 3 | 1 |
| 19 | | 952 | 3 | 1 |
| 20 | | 1334 | 4 | 1 |
| 21 | | 1656 | 6 | 1 |
| 22 | | 1152 | 4 | 1 |
| 23 | | 952 | 3 | 1 |
| 24 | | 1334 | 4 | 1 |
| 25 | | 1124 | 3 | 1 |

EXHIBIT B



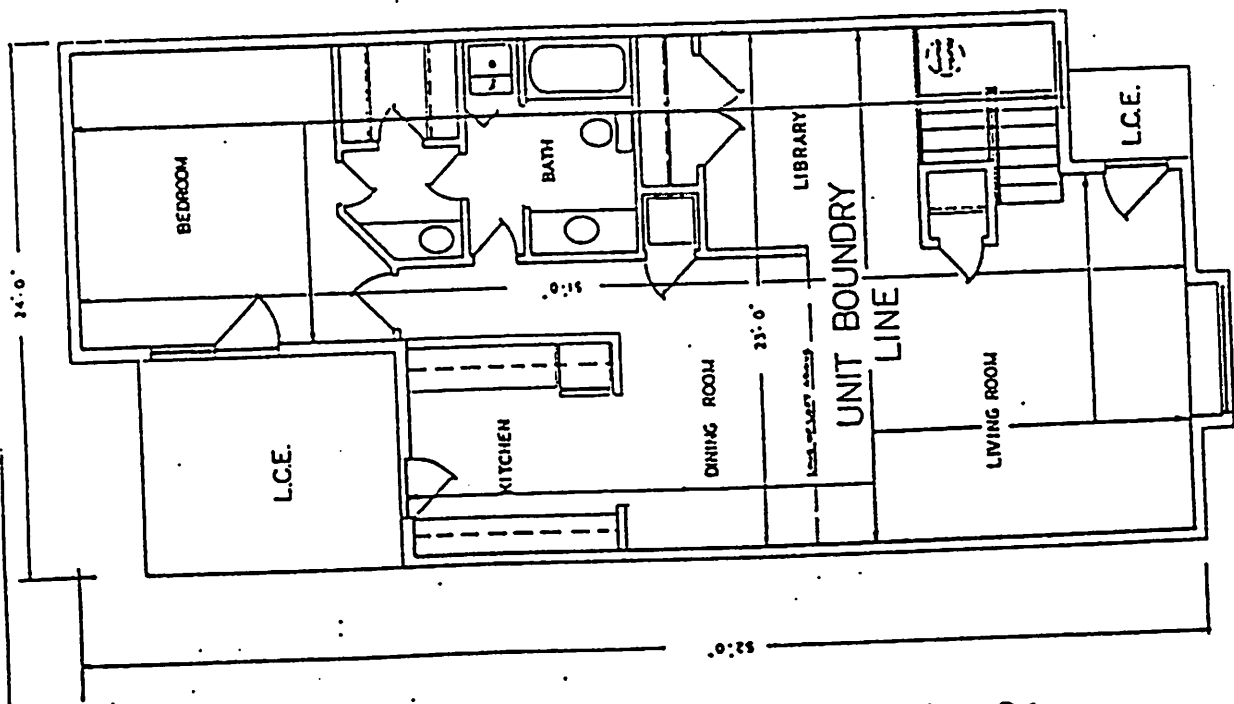
UNIT 16

FLOOR PLAN

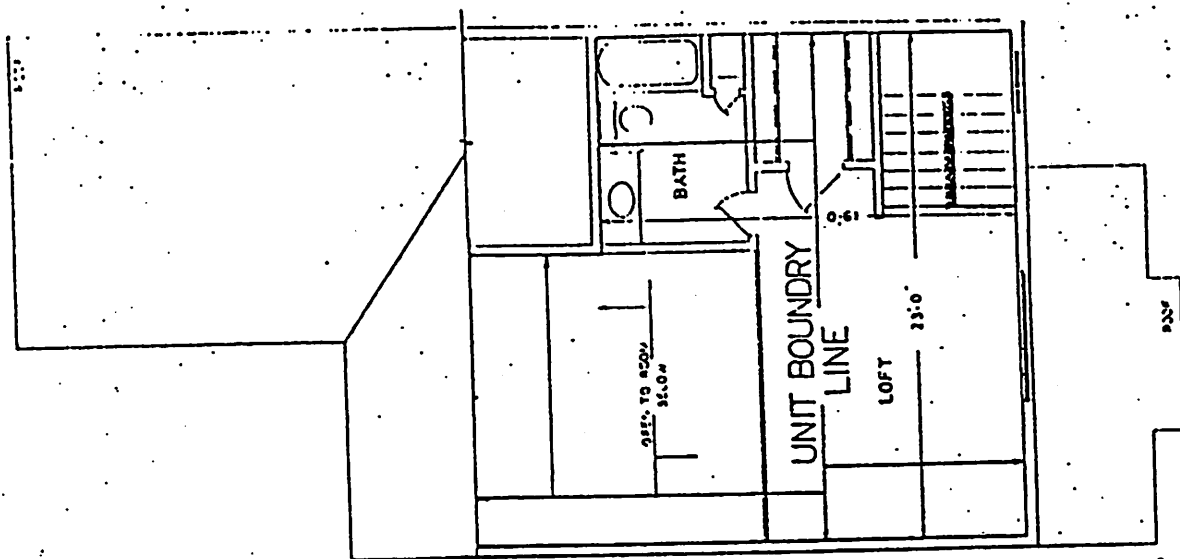
THE ASPEN

EXHIBIT C-1

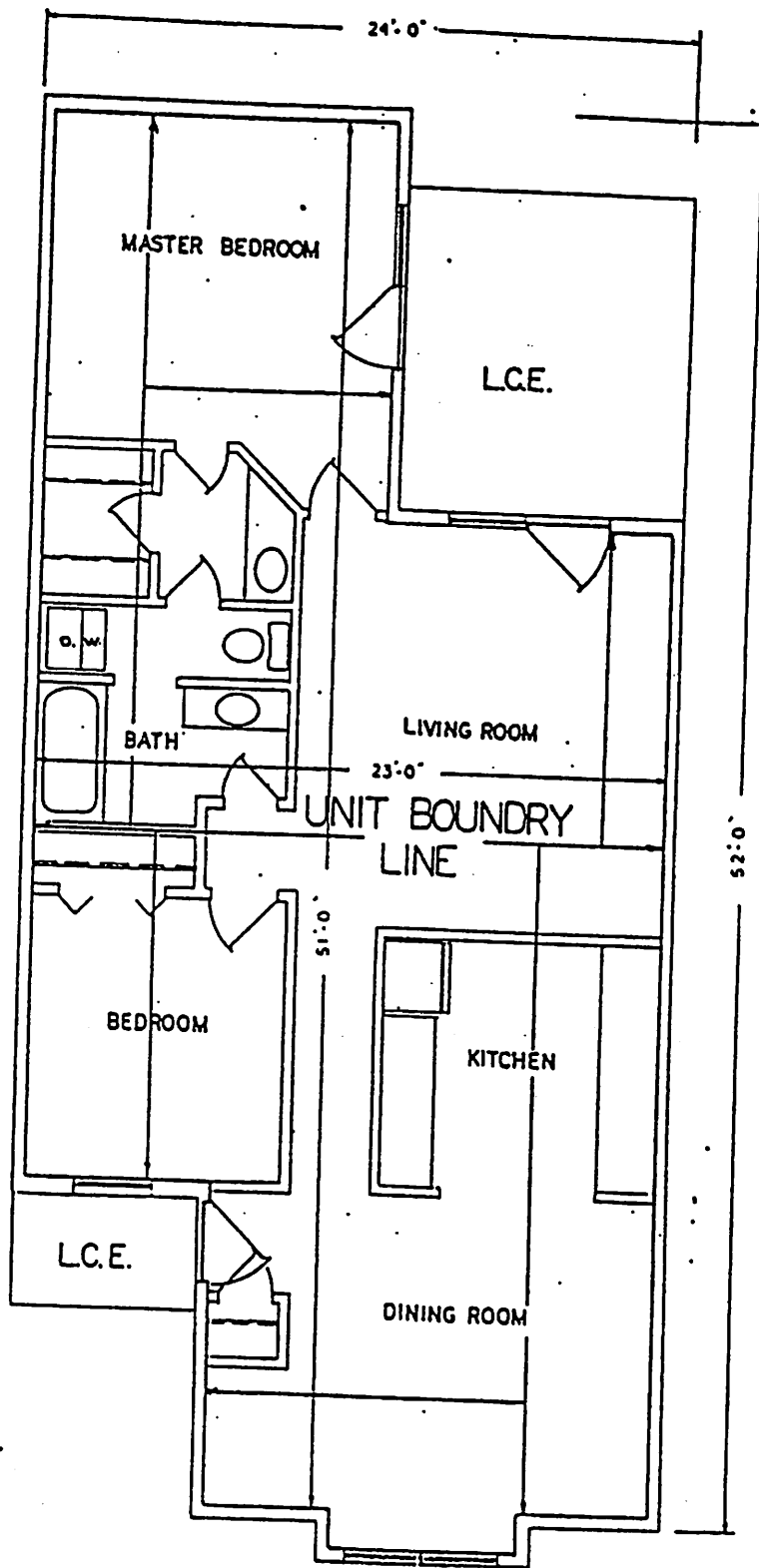
BOOK 344 PAGE 280



FIRST FLOOR PLAN



LOFT FLOOR PLAN

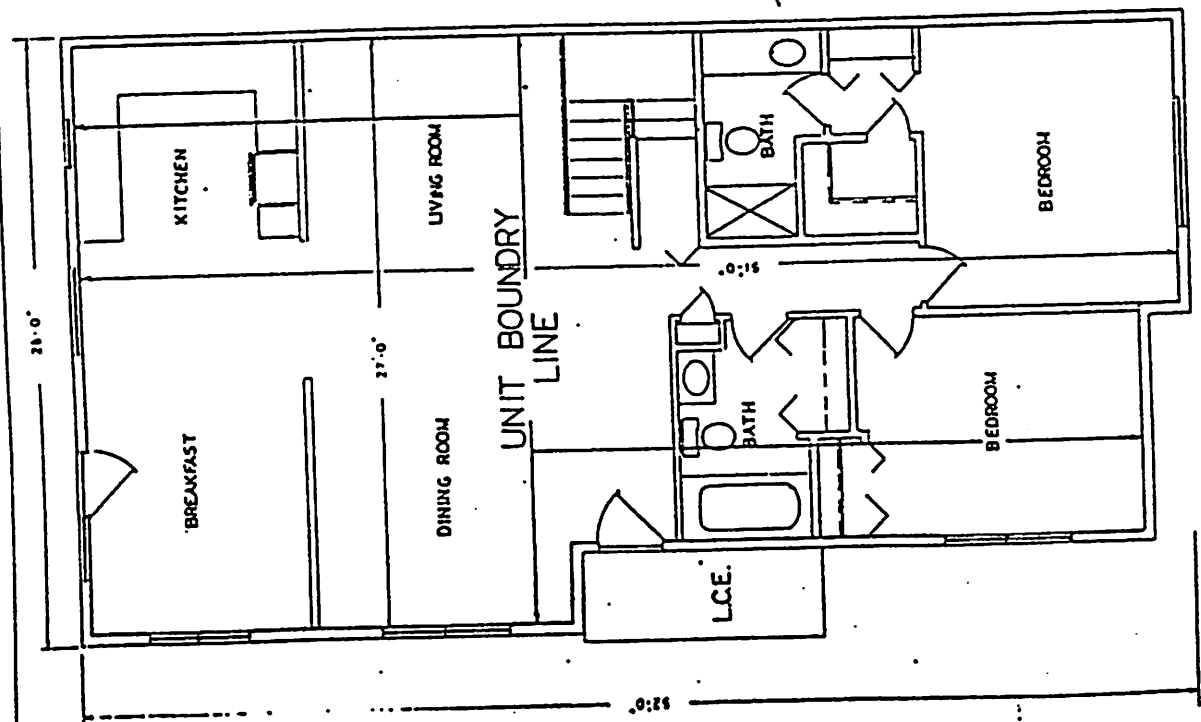


UNITS 18, 19, 23

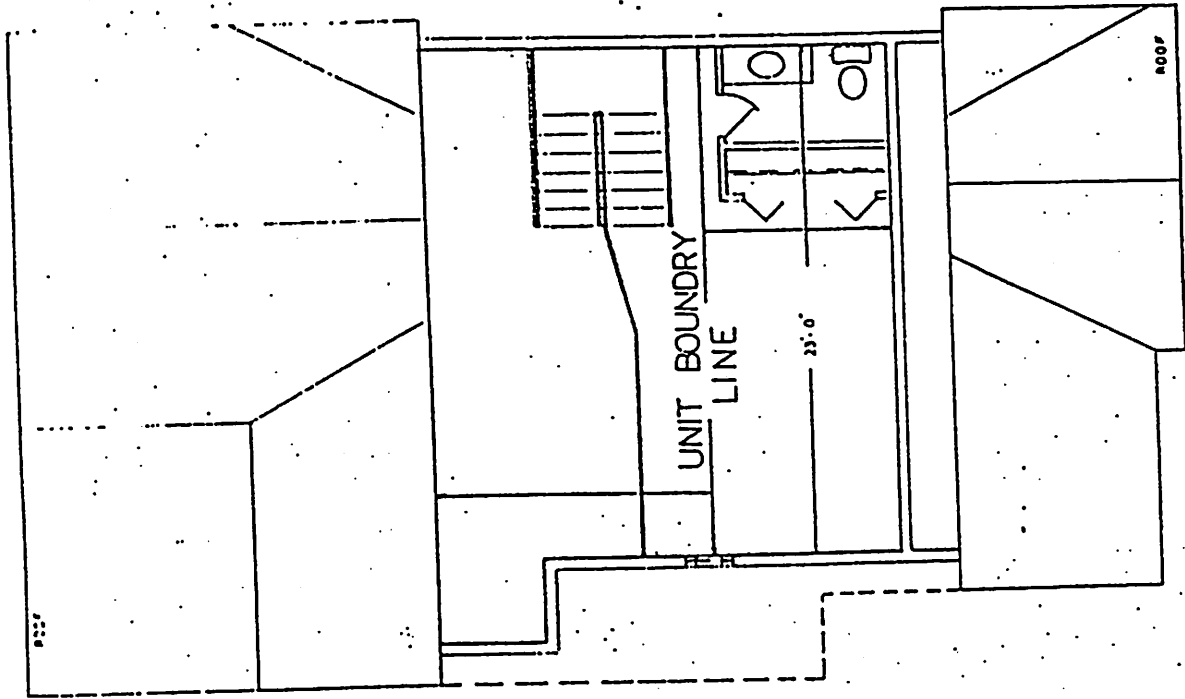
FLOOR PLAN

THE LOCUST
Exhibit C-3

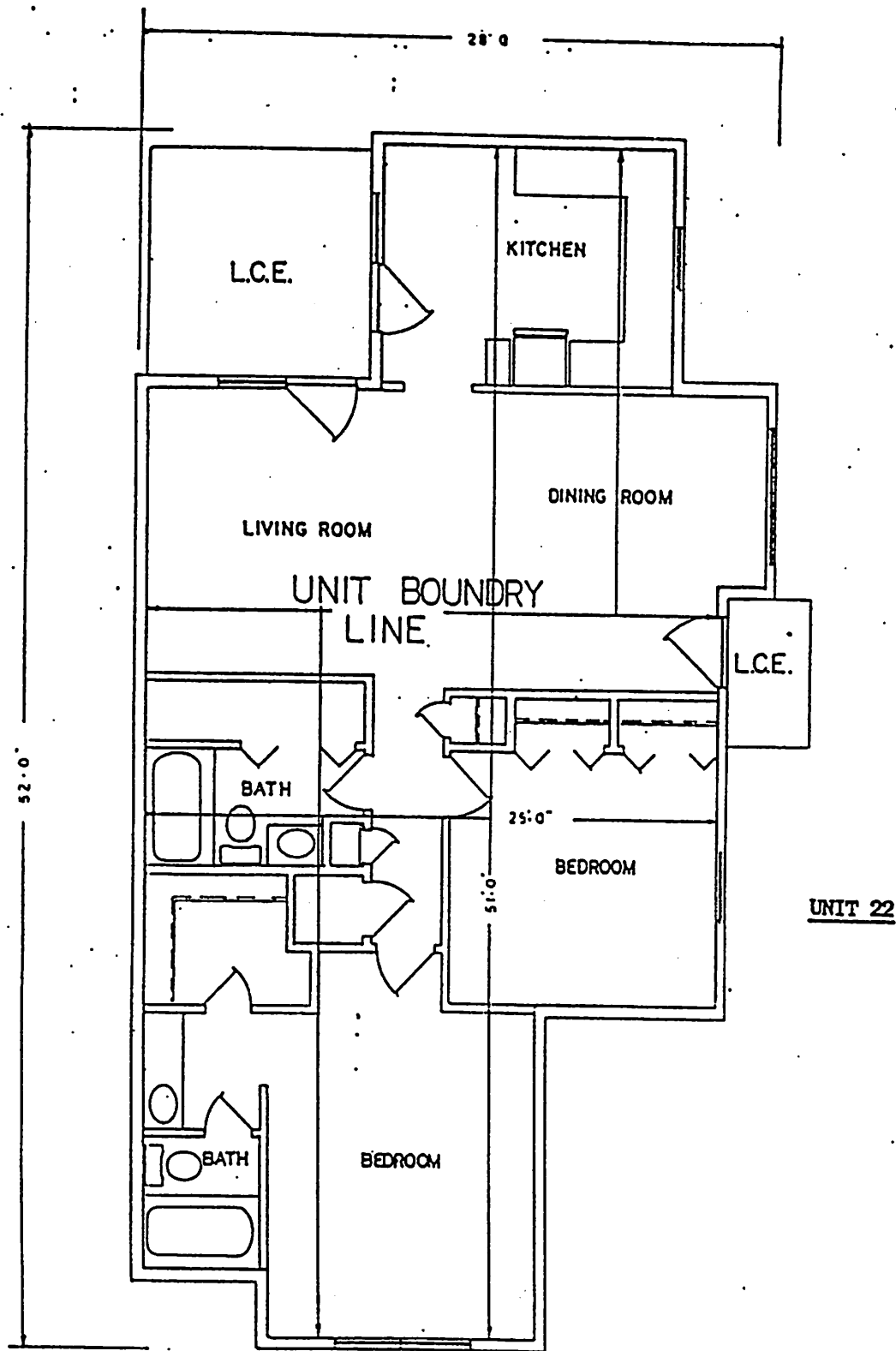
BOOK 344 PAGE 282



FIRST FLOOR PLAN



LOFT FLOOR PLAN

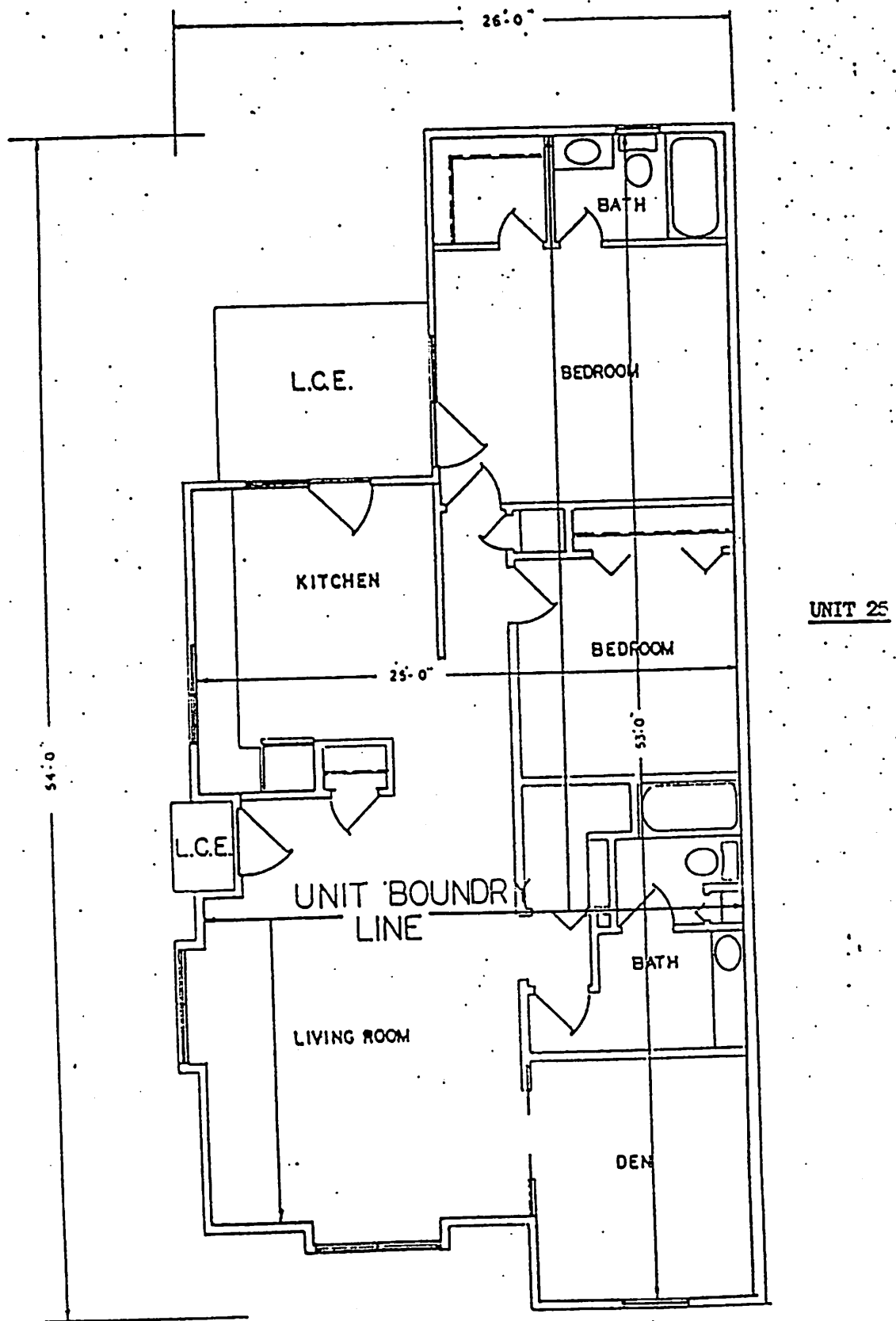


FLOOR PLAN

THE DOGWOOD

EXHIBIT C-5

BOOK 344 PAGE 284



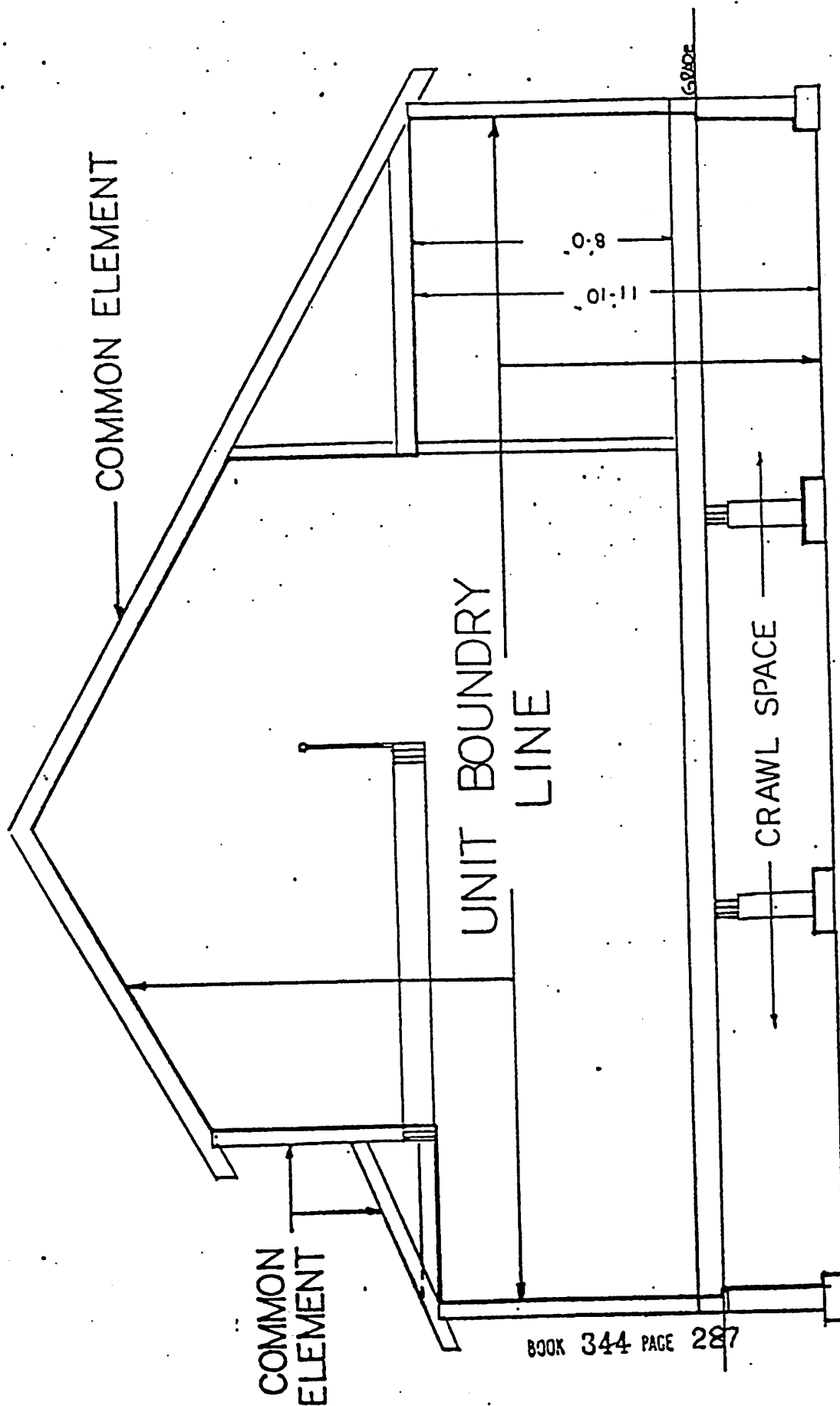
TRACT NO. 4 DEED DESCRIPTION

TOTAL ACRES 2.8717

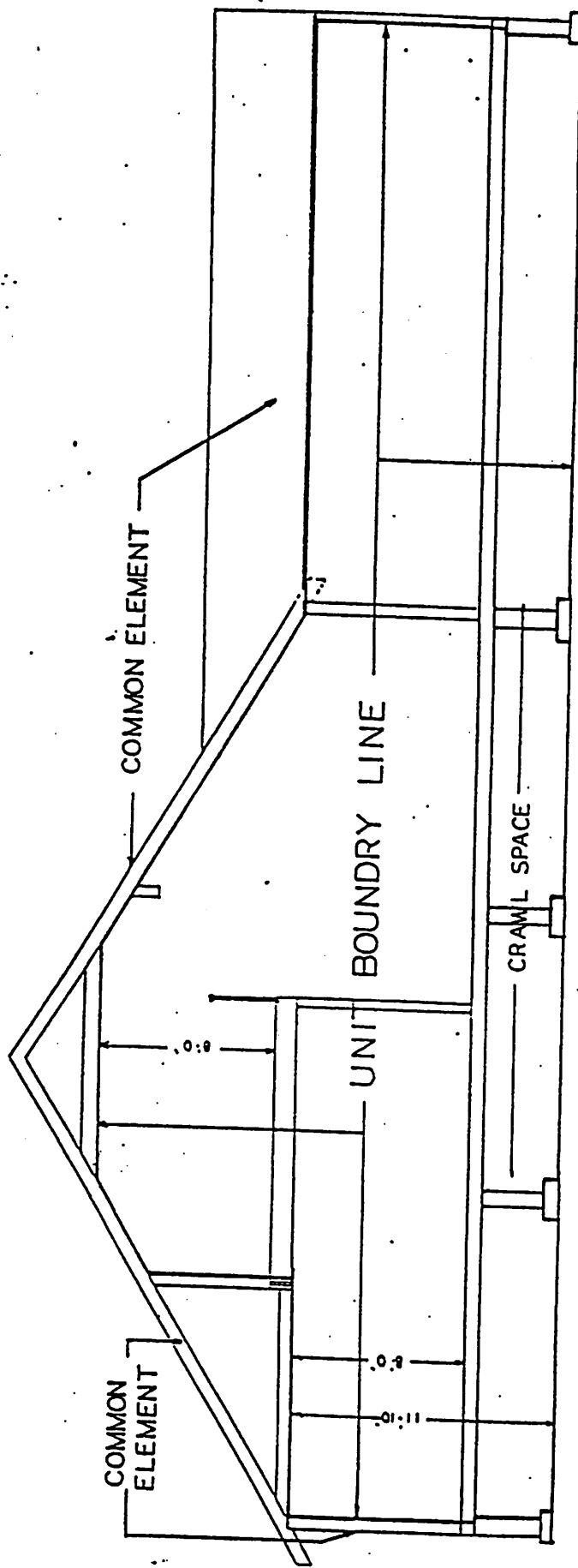
BEGINNING at a point on Strayer Drive at the corner of Lot 31 and Tract No. 4 South fifty-eight (58) degrees eight (08) minutes forty-one (41) seconds East one-hundred seventy and twenty-nine hundredths (170.29) feet to a point; thence along lands owned N/F of Carl C. Wert South zero (00) degrees thirty (30) minutes West three hundred thirty-six and fifty-four hundredths (336.54) feet to an existing iron pin; thence along lands owned N/F of Mervin S. Thumma South eighty-seven (87) degrees thirty-three (33) minutes twenty (20) seconds West three hundred thirty-five (335.00) feet to a point; thence along Tract No. 3 North fifteen (15) degrees twenty-three (23) minutes six (06) seconds West two hundred-fourteen and eight-six hundredths (214.86) feet to a point; thence along Strayer Drive, chord bearing North fifty-seven (57) degrees seventeen (17) minutes thirty-seven (37) seconds East, chord length one hundred nine and twelve hundredths (109.12) feet, radius two hundred-twenty-five (225.00) feet to a point; thence continuing along Strayer Drive North forty-three (43) degrees fifteen (15) minutes thirty-seven (37) seconds East one hundred ninety-one and four hundredths (191.04) feet to a point; thence continuing along Strayer Drive, chord bearing North thirty-seven (37) degrees thirty-three (33) minutes twenty-eight (28) seconds East, chord length forty-four and seventy-one hundredths (44.71) feet, radius two hundred twenty-five (225.00) feet to the point of beginning.

EXHIBIT "D"

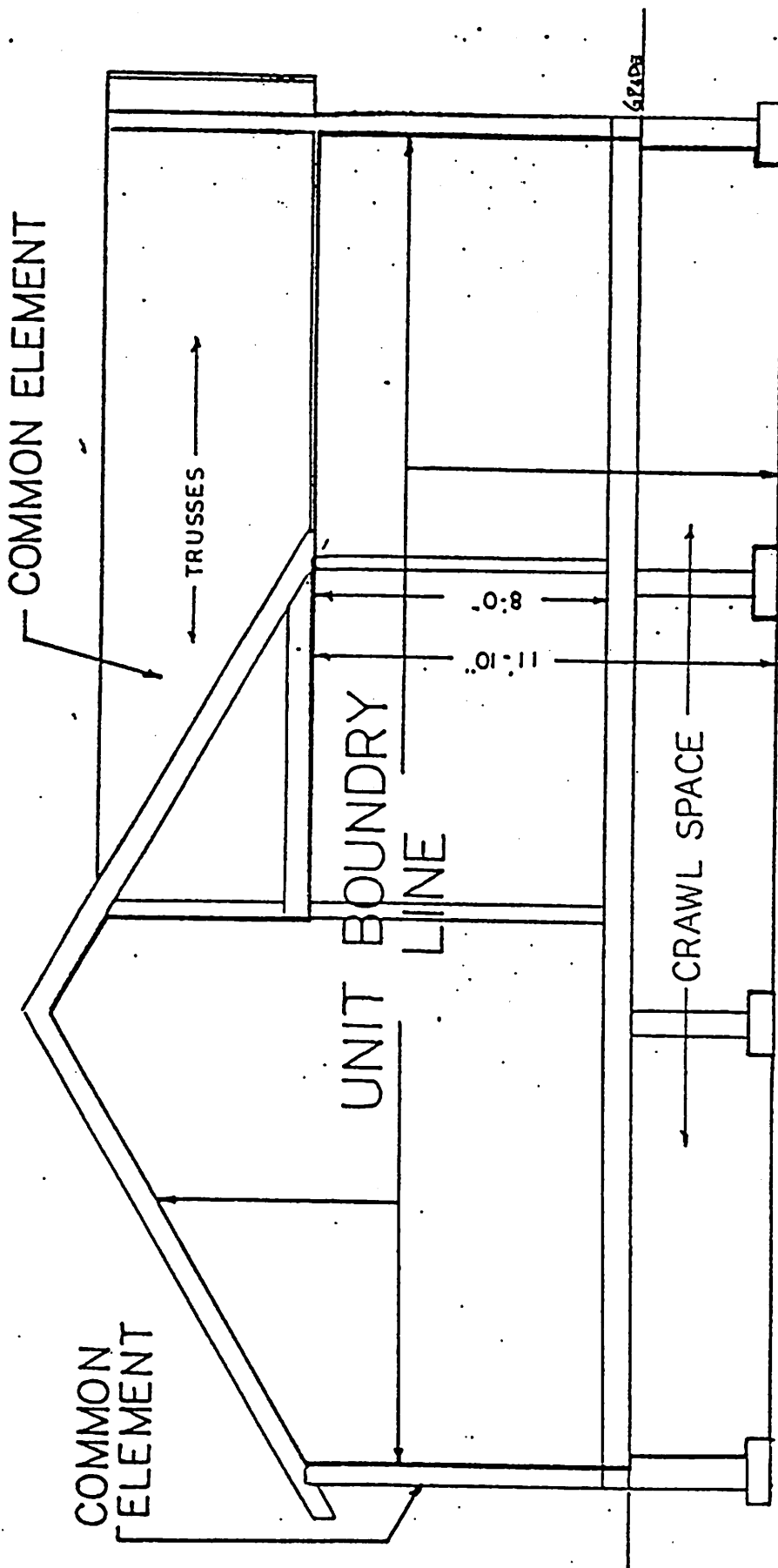
BOOK 344 PAGE 286



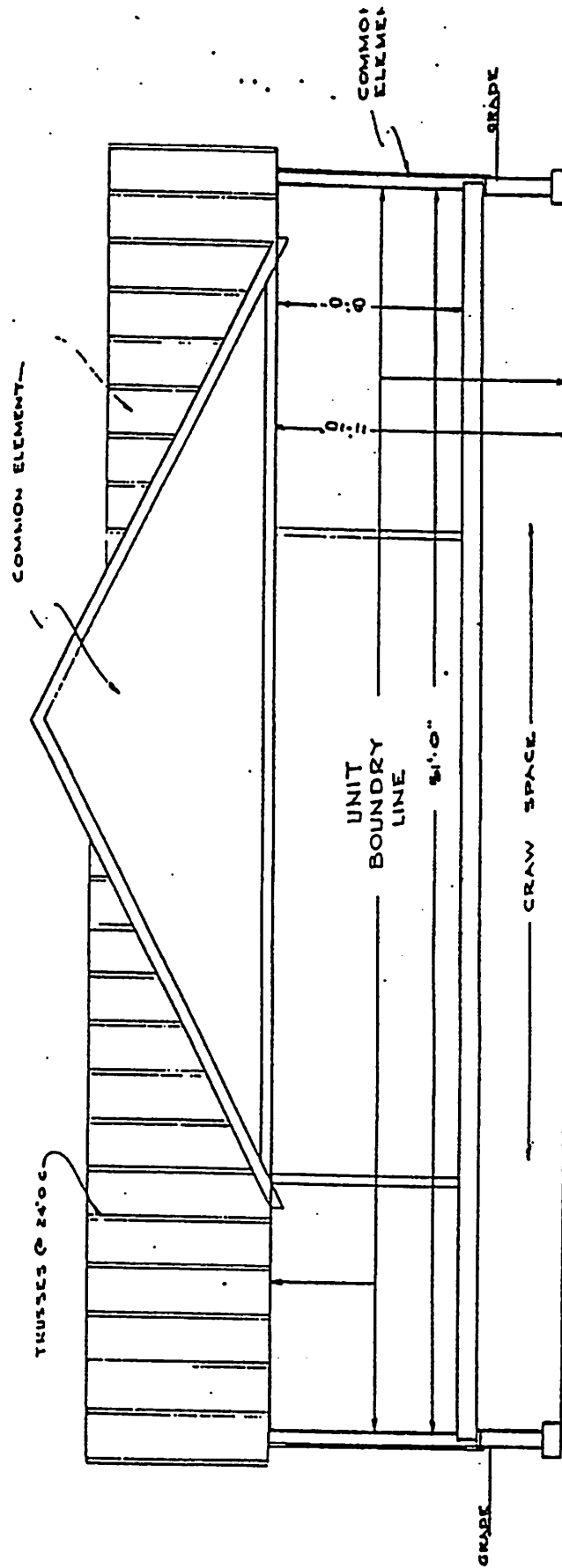
ASH UNIT



BIRCH UNIT



LOCUST UNIT



ASPEN UNIT AND DOGWOOD UNIT

RECORDED - OFFICE OF THE
FOURTH AMENDMENT
TO
DECLARATION OF CONDOMINIUM OF
FOREST MEADOWS, A CONDOMINIUM

STROVER DRIVE, CARLISLE
SOUTH MIDDLETON TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA

AMENDMENTS made this 31st day of JANUARY, 1989,
by William S. Todd and Marjorie A. Todd, hereinafter called the
Developers, their heirs and assigns:

1. SUBMISSION TO CONDOMINIUM OWNERSHIP. These
Amendments to Declaration of Condominium are filed pursuant to the
Uniform Condominium Act, (hereinafter referred to as the "Act").
Act of July 2, 1980, P.L., No. 82, 68 Purdon's Statutes, Section
3001 et seq., Section 3211 and declarants hereby submit the real
estate, together with the buildings and improvements thereon
erected and the easements, rights, and appurtenances thereunto
belonging (collectively, the "property") to the provisions of the
Uniform Condominium Act, 68 Pa. C.S. Section 3010 et seq. (the
"Act"), and hereby create with respect to the property a
condominium to be added to the condominiums previously created and
known as Forest Meadow, a Condominium. A description of the real
estate submitted to the provisions of the Uniform Condominium Act
is attached hereto as Exhibit "D". The condominium is located
entirely within the Township of South Middleton, Cumberland
County, Pennsylvania, and concurrently with the recording of these
Amendments to Declaration, declarants have recorded a Certificate
of Completion of Buildings as required by the Act, which
Certificate has been prepared and executed by William S. Nye, a
Registered Professional Engineer, dated November 18, 1987.

2. The following paragraphs to the Declaration of
Condominium filed November 14, 1985 in the Office of the Recorder
of Deeds of Cumberland County, Pennsylvania, and recorded in
Miscellaneous Book 310, Page 1090, et seq, as amended by
Amendments dated September 16, 1985 and recorded in Miscellaneous
Book 323, Page 337 and Amendments dated April 24, 1987 and
recorded in Miscellaneous Book 312, Page 878, and amended by
Amendments dated January 31, 1989 and recorded in Miscellaneous
Book , Page , are amended as follows:

3. DECLARATION PLANS. (a) A survey of the land
covered by these Amendments to be added to the condominium is
attached as Exhibit "A".

(b) The improvements which are already in
existence are shown in plans and specifications of W. S. Nye
Engineering & Consulting, Inc. and are recorded in Plan Book ,
Page , in the Office of the Recorder of Deeds of Cumberland
County, Pennsylvania. The condominiums will include 3 buildings,
containing a total of 33 units. The condominiums will also
include attics and patios, as shown on plans and specifications
and garages, as well as parking areas. Use of the parking areas
will be permitted according to the regulations of the Association.

7. SHARES OF COMMON ELEMENTS AND EXPENSES. (a) Common Interests. Each unit has allocated to it the common interest which is set forth in Exhibit "B", attached hereto and made a part hereof. The common interest of a unit shall be inseparable from the unit. The common interest of a unit and the fee title to such unit shall not be separately conveyed, transferred, leased, devised or encumbered, and the common interest allocated to a unit shall be deemed to be conveyed, transferred, leased, devised, or encumbered, with the unit whether or not expressly referred to in the instrument effecting the same.

(b) Common Expense. Each unit has allocated to it the common expense liability which is set forth in Exhibit "B". The common expense liability to the unit shall be inseparable from the unit and shall be deemed to be conveyed, transferred, leased, devised, or encumbered with the unit whether or not expressly referred to in the instrument effecting the same.

8. DESCRIPTION OF APARTMENTS. The apartments of the condominium, are more particularly described as follows: (a) Apartments 1 through 8, inclusive, are described in the Declaration of Condominium previously filed in the Office of Recorder of Deeds of Cumberland County, Pennsylvania and by sketches attached thereto as exhibits indicated and schedules attached thereto. Further details of Units 1 through 8, plans and specifications as recorded in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania, Units 9 through 15 are illustrated by the plans and specifications as recorded in Plan Book S1, Page _____. Units 16 through 25 are illustrated by plans and specifications as recorded in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania in Plan Book _____, Page _____. Apartments 26 through 33 are generally described below and by the sketches attached to this Amendment, as exhibits indicated in the following schedule. Further details are illustrated by the building plans and specifications as recorded in the Office of Recorder of Deeds of Cumberland County, Pennsylvania in Plan Book _____, Page _____.

| UNIT | CONTAINING | EXHIBIT |
|----------|---|---------|
| 26 | A one and one-half story unit, including two bedrooms, family room, two full baths, kitchen and breakfast area, living room, utility closet and loft area. | C-1 |
| 27 31 | A one and one-half story unit, including one bedroom, one bath, living room, kitchen-dining room combination and study. Loft area with bedroom and full bath. | C-2 |
| 28 32 | A one-story unit including two bedrooms, two full baths with dressing area for master bedroom, living room, dining room, kitchen. | C-3 |

- 29 A one and a half story unit with first floor including kitchen with dining area, living room, two full baths and two full bedrooms. Loft area including bedroom and full bath. C-4
- 30 A one and a half-story unit with the first floor, including living room and dining room combination, kitchen, library, full bath, bedroom with dressing area and utility closet. Loft area. C-5
- 33 A one-story unit including two bedrooms, one and one-half baths, a family room or a third bedroom, living room, kitchen, dining room, sun room. C-6

28. C. ADJUSTMENT OF COMMON INTEREST, COMMON EXPENSE, LIABILITY AND VOTES. (11) The common interest and common expense liability allocated to each unit is reallocated as set forth in Exhibit "B", attached hereto and made a part hereof. As a result of this reallocation, each unit shall be assigned a percentage of common interest and common expense liability determined by dividing the square foot of floor space of the unit by the aggregate floor area of all units. In considering floor areas, space located within porches, patios, decks, garages and basements has not been considered and each unit shall be deemed to contain the area specified below:

| UNIT NO. | AGGREGATE FLOOR AREA | % OF COMMON INTEREST |
|----------|----------------------|----------------------|
| Unit 26 | 1,528 SQ. FEET | 3.5% |
| Unit 27 | 1,446 SQ. FEET | 3.3% |
| Unit 28 | 952 SQ. FEET | 2.2% |
| Unit 29 | 1,760 SQ. FEET | 4.0% |
| Unit 30 | 1,778 SQ. FEET | 4.2% |
| Unit 31 | 1,334 SQ. FEET | 3.0% |
| Unit 32 | 952 SQ. FEET | 2.2% |
| Unit 33 | 1,663 SQ. FEET | 3.8% |

Percentages assigned as a result of the foregoing formula shall be determined to the nearest one one-hundredth of one percent and shall be rounded to produce a total for all units of 100%.

IN WITNESS WHEREOF, the declarants have executed the Amendments to the Declaration of Condominium the day and year first above written.

WITNESS:

FOREST MEADOW, A CONDOMINIUM

[Signature]

William S. Todd
William S. Todd

[Signature]

Marjorie A. Todd
Marjorie A. Todd

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF CUMBERLAND :

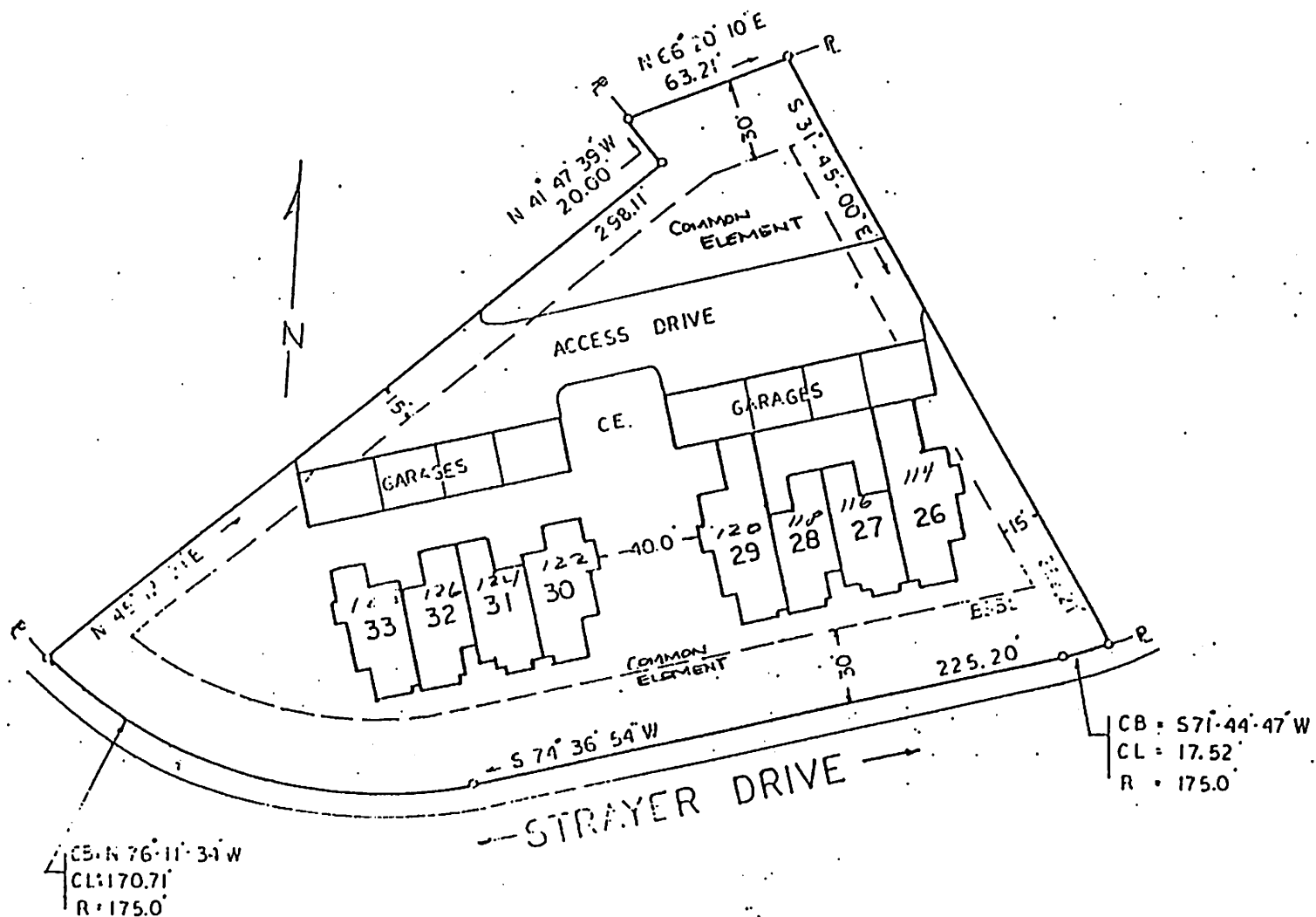
Before me, a Notary Public, personally appeared William S. Todd and Marjorie A. Todd, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within amendments to Declaration of Condominium and acknowledged that they executed the same for purposes contained therein.

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

Forest Neil Myers
Notary Public

NOTARIAL SEAL
FOREST NEIL MYERS, NOTARY PUBLIC
SOUTHAMPTON TWP., FRANKLIN COUNTY
MY COMMISSION EXPIRES DEC. 31, 1929.

Member, Pennsylvania Association of Notaries



PLOT PLAN

SCALE - 1" = 50'