

DECLARATION CREATING
AND ESTABLISHING WESTWOOD VILLAGE CONDOMINIUM

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DECLARATION CREATING
AND ESTABLISHING WESTWOOD VILLAGE CONDOMINIUM

THIS DECLARATION is made this 29th day of January, 1975
by M.L.W. CONSTRUCTION CORPORATION, a Maryland corporation (herein
called the "Declarant");

W I T N E S S E T H T H A T:

WHEREAS, the Declarant is the owner in fee simple of the
tracts of land referred to herein and has constructed or intends
to construct residential buildings and other improvements thereon;

WHEREAS, by this Declaration, the Declarant intends to
submit the tract of land described more fully in Section 3 hereof,
and the buildings and improvements erected and to be erected thereon,
and the easements, covenants, rights and appurtenances thereunto
belonging, to the provisions of the Unit Property Act of Pennsylvania,
Act of July 3, 1963, P.L. 196 (68 P.S. §700.101 et seq.) for the
specific purpose of creating and establishing Westwood Village Condo-
minium;

NOW, THEREFORE, the Declarant, pursuant to the Act, does
hereby declare and state on behalf of itself, its successors, and
assigns, and on behalf of all persons having or seeking to acquire
any interest of any nature whatsoever in Westwood Village Condo-
minium, as follows:

§1. Definitions and Terms. The following terms when used
in the Declaration and in the other instruments consisting of the
Condominium Documents are intended to be consonant with the meanings
ascribed to them by the Act and are defined herein as follows:

"Act" means the Unit Property Act of Pennsylvania, Act of
July 3, 1963, P.L. 196 (68 P.S. §700.101 et seq.).

"Assessment" means the sums assessed against a Unit by
resolutions duly adopted by the Council for the share of Common
Expenses chargeable to a Unit.

"Building" means any one of the buildings designed for residential use and containing Units which does or will comprise part of the Property more particularly shown at the time of reference on the Declaration Plan, and any amendments thereto, is described in §5 hereof, is or will be erected upon the Land submitted to the provisions of the Act pursuant to the provisions of §2 and §7 hereof and which is used, or intended to be used, for the purposes set forth in §18 of this Declaration.

"Code of Regulations" means such governing regulations as are adopted pursuant to the Act for the administration, regulation and management of the Property, including such amendments thereof as may be adopted and Recorded from time to time.

"Common Elements" means and includes:

(a) The Land and all those portions of the Buildings and Property which are not included in and do not comprise part of the Units.

(b) The foundations; structural parts; supports, main, load bearing and exterior walls; non-load bearing walls and partitions not located within a Unit; party walls; columns; beams; roofs; floor slabs; pipe chases and electrical lines serving more than one Unit, and interior walls and partitions, if any, enclosing said pipe chases and electrical lines serving more than one Unit, and the space occupied by the foregoing; frames, tracks and sills of windows of Units, except for the Unit-side surface thereof; doors and frames of doors leading from Units to the exterior of the Building except for the Unit-side surface thereof; and the chimney stacks, balconies, terraces and patios adjacent to certain Units subject, however, to an easement for the exclusive use by the Unit Owner having direct access to the chimney stacks, balcony, terrace or patio adjacent to his Unit; and the storage area adjacent to certain Units or assigned to certain units by the Council subject, however, to an easement for the exclusive use of the Unit Owner whose Unit is adjacent to such storage area or to whom such storage area has been so assigned.

(c) The yards, landscaped and planting areas, walkways, sidewalks, fences, roadways, driveways, parking areas, street lights and other lighting facilities.

(d) Portions of the Land and the Buildings and other improvements thereon and all personal property used for the management, operation, maintenance of the Property; all other personal property existing or intended for common use.

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

(f) All other apparatus and installations existing or intended for common use.

(g) All other parts or elements of the Buildings and other improvements necessary for their existence, management, operation, maintenance, upkeep and safety, or normally in common use.

"Common Expenses" means and includes:

(a) Expenses of administration, maintenance, care, repair, upkeep and replacement of the Common Elements;

(b) Expenses agreed upon as common by all Unit Owners; and

(c) Expenses declared common by provisions of the Act, or by the Condominium Documents.

"Common Interest" means the proportionate undivided interest in the fee simple absolute in the Common Elements appertaining to each Unit as expressed in §9 hereof and set forth in Exhibit "A" attached hereto and made a part hereof.

"Common Receipts" means: (i) Assessments and other funds collected from Unit Owners as Common Expenses or otherwise; (ii) rent and other charges derived from leasing or licensing the use of the Common Elements; and (iii) receipts designated as common by or pursuant to the Condominium Documents or the Act.

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

"Condominium" means Westwood Village Condominium.

"Condominium Documents" or "Documents" means and includes this Declaration, the Code of Regulations, the Declaration Plan, and any other rules and regulations governing the use and operation of the Property adopted by the Council from time to time, as the same may be amended or supplemented (and, if required, Recorded) from time to time.

"Council" means a board of natural individuals of the number stated in the Code of Regulations who are residents of the Commonwealth of Pennsylvania, who need not be Unit Owners and who shall manage the operation and affairs of the Condominium and the Property on behalf of the Unit Owners in compliance with and subject to the provisions of the Act.

"Declarant" means M.L.W. Construction Corporation.

"Declaration" means this instrument and such amendments thereof as may be made pursuant to §7 hereof, or otherwise, and Recorded from time to time.

"Declaration Plan" means the plan of survey and drawings of the Property prepared in accordance with Section 402 of the Act, as the same may be amended and supplemented from time to time pursuant to the provisions of §7 hereof, or otherwise. The Declaration Plan initially consists of a document entitled "Declaration Plan of Westwood Village Condominium" bearing even date with the Declaration executed by the Declarant and the plans and drawings attached to said document, certified by Skelly & Loy, Registered Professional Engineers, which plans and drawings consist of a cover page and the following:

Sheets "A-1" and "A-2" - A survey plan of the Land showing the location of the Buildings and other improvements erected and to be erected thereon, and the Unit Designation for each Unit and the location of the community facilities and open space referred to in paragraph D of §18 hereof.

Sheets "B-1" and "B-2", inclusive - Plans and drawing of the Buildings and floor plans and elevations thereof, and showing some of the Common Elements.

"Land" means the lot or piece of ground submitted to the Act at the time of reference by this Declaration or any amendments hereto, and all easements, covenants, rights, liberties, privileges, hereditaments and appurtenances belonging or appertaining thereto.

"Majority" or "Majority of Unit Owners" means the Unit Owners of more than fifty per cent (50%) in the aggregate of the Common Interests in the Common Elements as specified in the Declaration.

"Person" means a natural individual, corporation, partnership, association, trustee, business trust or the trustees thereof, or other legal entity, or any combination thereof.

"Property" means and includes the Land, Buildings and all other improvements erected or to be erected thereon, all owned in fee simple, which have been or are intended to be submitted to the provisions of the Act by this Declaration or any amendments hereto.

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

"Revocation" means an instrument signed by all Unit Owners and by all holders of all mortgages, judgments or other liens against the Units, by which the Property is removed from the provisions of the Act.

"Tract 1", "Tract 2" and "Tract 3" means the three parcels of land referred to in §7 hereof, each of which is more particularly described in Exhibit "C" attached hereto and made a part hereof.

"Unit" means the part of the Property located within a Building designed or intended for independent residential use, which has a direct exit to a Common Element or Common Elements leading to a public street or way, and is described in §6 hereof and includes the Common Interest in the Common Elements which is assigned thereto pursuant to the provisions of Paragraph B of §9 of this Declaration.

"Unit Deed" means a deed of conveyance of a Unit in recordable form fulfilling the requirements of Section 403 of the Act.

"Unit Designation" means the number or combination of letter and number designating a Unit as shown on the Declaration Plan and assigned to the Unit.

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

§2. Submission of Property to Act. This Declaration is filed pursuant to the Act and Declarant hereby submits the Land described in §3 hereof and the Buildings and all improvements erected and to be erected thereon and all easements, covenants, rights, liberties, privileges, hereditaments and appurtenances belonging or appertaining thereto, to the provisions of the Act.

§3. Description of Land. The lot or piece of ground which is submitted to the provisions of the Act pursuant to §2 hereof is located in East Pennsboro Township, Cumberland County, Pennsylvania and is more particularly described in Exhibit "B" attached hereto and made a part hereof.

§4. Name. The name by which the Property shall hereafter be identified and known is "WESTWOOD VILLAGE CONDOMINIUM".

§5. Description of Certain Improvements to be Erected.
 Among the improvements to be made to the Land are the structures described as follows:

The Declarant intends and will construct two multi-unit modern Buildings containing a total of 21 units upon the Land described in §3 hereof.

The two multi-unit Buildings will contain eleven different modular forms shown in the Declaration Plan, each containing the following numbers and types of Units:

<u>Building Number</u>	<u>Modular Type</u>	<u>Number of Units of Each Modular Type Contained Therein</u>
1	F2	One
	F3	Two
	F4	Two
2	G1	Two
	G1T	One
	G2	Six
	G2T	Three
	TH3D	One
	T2A	One
	T2B	One
	T3	One

The location of each Building upon the Land described in §3 hereof is more particularly shown in the Declaration Plan. The Declarant declares that the Buildings if not completed at the time of the recording of this Declaration shall be deemed in all respects, when completed, to be subject to the provisions of this Declaration.

§6. Description of Units; Boundaries.

A. Subdivision into Units. Declarant, in order to implement the plan of ownership for the Property permitted by the Act, covenants, agrees and declares that Declarant hereby subdivides the Buildings described in §5 hereof into 21 separate parcels of real property, being the 21 Units referred to in this §6 and as shown on the Declaration Plan. Every Unit referred to above, together with its undivided Common Interest in the Common Elements, shall for all purposes be and it is hereby declared to be and constitute a separate parcel of real property and the ownership of each Unit,

together with said Common Interest, is for all purposes the ownership of real property. Subject only to the provisions of this Declaration, the Code of Regulations, and all covenants, restrictions, easements, rules, regulations, resolutions and decisions affecting the same and relating thereto as may be contained in the Documents or as may from time to time be passed in accordance with the Declaration and the Code of Regulations, each Unit may be held and owned by one or more Persons in any form of ownership, real estate tenancy or relationship recognized under the laws of the Commonwealth of Pennsylvania; each Unit Owner of a Unit shall be entitled to the exclusive ownership and possession of his Unit; and each Unit, together with its undivided Common Interest in the Common Elements, may be sold, conveyed, mortgaged, leased or otherwise dealt with by the Unit Owner thereof in the same manner as is otherwise permitted by the laws of the Commonwealth of Pennsylvania for any other parcel of real property.

Building 1 contains the following Units located in Block 1: L1, L2, L3, L4, and L5; and Building 2 contains the following Units in Block 1: L6, L7, L8, L9A, L9B, L9C, L9D, L9E, L9F, L9G, L9H, L9J, L9K, L9L, L9M, and L10.

The Unit Designation of each Unit and the modular type of each Unit, the location of each Unit and their dimensions and the Common Elements to which each Unit has direct exit and other data concerning each Unit's proper identification are shown in the Declaration Plan. The letters, or combination of letter and number, which follow the Unit Designation as shown on the Declaration Plan have the following meanings: "G1" and "G1T" - One bedroom garden Unit; "G2" and "G2T" - Two bedroom garden Unit; "TH3D" - Three bedroom and den townhouse Unit; "T2A" and "T2B" - Two bedroom triplex Unit; "T3" - Three bedroom triplex Unit; "F2" - Two bedroom fiveplex Unit; "F3" - Three bedroom fiveplex Unit; and "F4" - Four bedroom fiveplex Unit.

B. Boundaries.

Each Building Unit consists of: (i) the volumes or cubicles of space enclosed by the measured horizontally and vertically from the unfinished inner surfaces of the perimeter walls and the walls dividing the Units, the bottom surface of the top chord of the roof truss and concrete slab upon which the Unit is constructed (except in the case of first floor garden Units in which case the vertical boundaries are the concrete slab and unfinished surface of the ceiling, and in the case of second floor garden Units in which case the vertical boundaries are the unfinished surface of the ceiling and the unfinished surface of the floor dividing the second floor Unit from the first floor Unit, and in the case of third floor garden Units in which case the vertical boundaries are the unfinished surface of the ceiling and the unfinished surface of the floor dividing the third floor Unit from the second floor Unit), including the inside surfaces of all doors, windows and vents; (ii) all interior partition walls, floors and other partitions located within the Unit (including the space occupied by such walls, floors and partitions and the frames of any doors or other openings in such walls or partitions) excepting

such part of such interior walls, floors and partitions located within the Units, if any, which may comprise part of the Common Elements; and (iii) the decorated inner surfaces of all said walls, roof frames and concrete slabs consisting of paint, plaster, plaster board, carpeting, floor tiles and other floor coverings, and all other finishing materials affixed or installed as a part of the physical structure of the Unit and all immediately visible fixtures, appliances, mechanical and electrical systems and equipment, heating and air cooling systems and equipment installed for the sole and exclusive use of the Unit, commencing at the point of disconnection from the structural body of any Building and from utility lines, pipes, or systems serving the Unit.

No pipes, wires, conduits or other public utility lines or installations constituting a part of the overall utility system designed for the service of any particular Unit, nor any of the structural members or portions of any Building, nor any other property of any kind which is not removable without jeopardizing the soundness, safety or usefulness of the remainder of any Building shall be deemed to be a part of any Unit.

Each Unit Owner (including Declarant) shall have the exclusive right to use the balcony, terrace, patio, chimney stack or storage area adjoining his Unit or to use such storage area as may be assigned to his Unit by the Council.

§7. Expansion.

A. Right to Expand. Subject to obtaining the written consent of The Trustees of HNC Mortgage and Realty Investors, which consent shall not be unreasonably withheld, Declarant and its successors in title shall have the right (but without obligation to do so) in their sole discretion without consent of the Council or any Unit Owner or the holder of any lien on any Unit, at any time and from time to time within seven years from the date of recordation of this Declaration, to submit to the provisions of the Act and to subject to, and include within the provisions of, the Condominium Documents by amendment in form hereinafter mentioned, one or more of the three tracts or parcels of land which are more particularly described in Exhibit "C" attached hereto, made a part hereof and incorporated herein by reference, as "Tract 1," "Tract 2" and "Tract 3," together with the buildings and other improvements thereon erected. The three tracts or parcels of land will be subjected to the Condominium Documents and submitted to the provisions of the Act in numerical sequence, so that Tract 1 will be submitted before Tract 2, and Tract 2 will be submitted before Tract 3. Upon submission of a Tract as aforesaid, the Declarant and its successors in title shall have the right to construct buildings and other improvements either partially or wholly on the Tract or Tracts then or previously submitted, and on the Land described in §3 hereof, subject, however, to the limitations hereinafter mentioned.

Upon submission of Tract 1 an additional 66 Units, containing not more than 145 bedrooms in the aggregate, will become part of the Condominium and the Property. Upon submission of Tract 2, an additional 64 Units, containing not more than 128 bedrooms in the aggregate, will become part of the Condominium and the Property. Upon submission of Tract 3 an additional 73 Units, containing not more than 171 bedrooms in the aggregate, will become part of the Condominium and the Property. The design and construction of the Buildings to be erected on Tract 1, Tract 2 and Tract 3 shall be of at least as good quality and shall have architectural harmony with the Buildings erected on the Land described in §3 hereof.

B. Form of Amendment.

Each amendment hereto submitting Tract 1, Tract 2 or Tract 3 to the provision of the Act and subjecting said Tracts to the Condominium Documents shall contain the following:

(1) A reference to the Act and an expression of intention to submit and subject the Tract and the Buildings and other improvements erected, or to be erected, thereon to the provisions of the Act and the Condominium Documents.

(2) The name of the Condominium and a reference to the book and page in the Office for the Recording of Deeds of Cumberland County where the Declaration, the Declaration Plan and all amendments thereto have been Recorded.

(3) A description of the Tract and of the Buildings and improvements erected or to be erected thereon and of the Common Elements which will comprise part of the Condominium and Property.

(4) A description of the Units included in said Buildings and the identification thereof by Unit designation.

(5) The proportionate undivided Common Interest in the Common Elements assigned to each Unit, erected or to be erected on the Tract, expressed as a percentage and percentage decimals to the nearest one-thousandth, and shall aggregate precisely such percentage and decimal as, when added to the other existing Common Interest as reduced pursuant to paragraph C of this §7, shall total 100%. There shall be specified also the proportionate undivided Common Interest in the Common Elements which will be assigned to each Unit in the Tract being submitted to the Act in the event an additional Tract shall be so submitted at a later date.

C. Adjustment of Common Interests.

In the event Tract 1 shall be subjected to the Condominium Documents as above provided, then: (a) the Common Interest in the Common Elements of the 66 Units erected or to be erected upon such submission shall aggregate 75.639% of the whole and shall be allocated among such 66 Units on the basis of the approximate number of square feet of floor space contained in each such Unit, as the Declarant shall determine; and (b) the aggregate of the Land described in §3 hereof shall be reduced to 24.361% of the whole and the Unit Owners of Units erected on the Land described in §3 hereof shall be divested of their respective interests in the Common Elements to the extent necessary to vest in the Unit Owners of the new Units to be erected upon submission of Tract 1 75.639% of Common Interests in the Common Elements. Thereafter the Unit Owners of the Units initially erected on the Land described in §3 hereof shall have the respective Common Interests in the Common Elements specified in Column 2 of Exhibit "A" attached hereto and made a part hereof, and the Declarant as the Unit Owner of the Units to be erected upon submission of Tract 1 shall be vested with and have the respective Common Interests in the Common Elements so specified in the amendment by which Tract 1 is submitted to the Condominium Documents.

In the event Tract 2 shall be subjected to the Condominium Documents as above provided, then: (a) the Common Interest in the Common Elements of the 64 Units erected or to be erected upon such submission shall aggregate 41.488% of the whole and shall be allocated among such Units on the basis of the approximate number of square feet of floor space contained in each such Unit, as the Declarant shall determine; and (b) the aggregate of the Common Interests in the Common Elements of the Units erected on the Land described in §3 hereof and on Tract 1 shall be reduced to 58.512% of the whole and the Unit Owners of Units erected on the Land described in §3 and on Tract 1 shall be divested of their respective interests in the Common Elements to the extent necessary to vest in the Declarant as the Unit Owner of the new Units to be erected upon submission of Tract 2 41.488% of Common Interests in the Common Elements. Thereafter the Unit Owners of the 21 Units initially erected on the Land described in §3 hereof shall have the respective Common Interests in the Common Elements specified in Column 3 of Exhibit "A" attached hereto and made a part hereof; the Unit Owners of the new Units erected upon the submission of Tract 1 shall have the respective Common Interests in the Common Elements so specified in the amendment by which Tract 1 was subjected to the Condominium Documents; and the Declarant as the Unit Owner of the new Units erected upon the submission of Tract 2 shall be vested with and have the respective Common Interests in the Common Elements so specified in the amendment by which Tract 1 is subjected to the Condominium Documents.

In the event Tract 3 shall be subjected to the Condominium Documents as above provided, then: (a) the Common Interests, in the Common Elements of the 73 Units erected or to be erected upon sub-

mission shall aggregate 33.492% of the whole and shall be allocated among such Units on the basis of the approximate number of square feet of floor space contained in each such Unit, as the Declarant shall determine; and (b) the aggregate of the Common Interests in the Common Elements of the Units erected on the Land described in §3 hereof, on Tract 1 and on Tract 2 shall be reduced to 66.508% of the whole and the Unit Owners of Units erected on the Land described in §3, on Tract 1 and on Tract 2 shall be divested of their respective interests in the Common Elements to the extent necessary to vest in the Declarant as the Unit Owner of the new Units to be erected upon the submission of Tract 3 33.492% of Common Interests in the Common Elements. Thereafter the Unit Owners of the 21 Units erected on the Land described in §3 hereof shall have the respective Common Interests in the Common Elements specified in Column 4 of Exhibit "A" attached hereto and made a part hereof; the Unit Owners of the Units erected on Tract 1 shall have the respective Common Interests in the Common Elements so specified in the amendment by which Tract 1 was subjected to the Condominium Documents; the Unit Owners of the Units erected on Tract 2 shall have the respective Common Interests in the Common Elements so specified in the amendment by which Tract 2 was subject to the Condominium Documents; and the Declarant as the Unit Owner of the new Units to be erected upon the submission of Tract 3 shall be vested with and have the respective Common Interests in the Common Elements so specified in the amendment by which Tract 3 is subjected to the Condominium Documents.

The divestiture and vesting of interests in the Common Elements as hereinbefore set forth shall take place automatically when the amendment is Recorded without the necessity of any other written instrument either of grant or divestiture given by any Unit Owner.

D. Execution and Recording of Amendments.

Each amendment hereto submitting Tract 1, Tract 2 or Tract 3 to the provisions of the Act and subjecting the same to the Condominium Documents shall be executed solely by the Declarant on its behalf, as well as on behalf of all Unit Owners affected thereby, and each Unit Owner by his acceptance of a deed or conveyance to his Unit hereby grants and shall be deemed to have granted to the Declarant the power and authority to execute such amendments on his behalf. If and to the extent further action may be necessary to effectuate such amendments in accordance with the Act, each Unit Owner, by his acceptance of a deed or conveyance to his Unit, shall have granted to the Declarant an irrevocable power of attorney, coupled with an interest, empowering Declarant to approve and execute the amendment to the Declaration and Declaration Plan contemplated by this §7 and to be effected pursuant to the provisions hereof, and no separate or other signature, vote or other approval whatsoever of any Unit Owner shall be requisite to the execution, filing of record or effectiveness of any such amendments.

Each amendment to the Declaration and Declaration Plan shall be Recorded and shall become effective on the date upon which the same shall have been Recorded and apportionments of Assessments shall be made accordingly as of such date. A copy of each such amendment shall be delivered or sent to the Council by the Declarant within 10 days after the recording thereof, but the delivery thereof to the Council shall not constitute a condition precedent to the effectiveness of such amendment.

E. Status Prior to Expansion.

Unless and until the submission of a Tract to the provisions of the Act by an amendment in accordance with this §7, fee simple title to such Tract and to any and all buildings and improvements, if any, erected thereon, shall remain vested in the Declarant and its successors and assigns and no portion thereof and no interest therein shall be a part of the Condominium hereby created, and no costs or expense attributable thereto shall be the responsibility of any Unit Owner and shall be borne solely by the Declarant. The Declarant shall be under no obligation whatsoever to submit any Tract to the provisions of the Act and Declarant's right to make any Tract a part of the Condominium shall terminate at the expiration of seven years from the date upon which the Declaration is Recorded.

F. Effect of Expansion.

Upon submission of a Tract and the Buildings and other improvements thereon erected to the Act in accordance with this §7, the Tract and the Buildings and other improvements thereon erected so submitted shall in all respects be deemed a part of the Condominium hereby created, and all provisions of the Condominium Documents shall be applicable thereto and to all Units and all Common Elements situate thereon. The Common Elements situate on such Tract shall thereafter be indivisible from the Common Elements situate on the Land and any Tract theretofore submitted to the Act, and all Unit Owners shall own their respective proportionate undivided Common Interests therein as set forth hereinabove.

§8. Unit Deeds.

A Unit Deed conveying title to a Unit shall be Recorded and shall include the following: (i) the name by which the Property is identified and known, viz. "Westwood Village Condominium"; (ii) a statement that the Property is located in East Pennsboro Township, Cumberland County, Pennsylvania; (iii) a reference to the Declaration and the Declaration Plan, including reference to the place where the Declaration and the Declaration Plan, and any amendments thereof, are Recorded; (iv) the Unit Designation of the Unit in the Declaration Plan; (v) a reference to the last Unit Deed, if any, conveying such

Unit, including the reference to the place where the same was Recorded; and (vi) the Common Interest in the Common Elements assigned to the Unit by the Declaration, and any amendments thereof.

Every Unit Deed, conveyance, lien or written instrument dealing with a Unit using the Unit Designation assigned to a Unit shall be deemed to include, without requiring specific reference thereto or enumerating them, all the appurtenances thereto, whether specifically described or not, and easements and covenants in favor of the Unit and similarly shall be subject to all easements and covenants in favor of others

§9. Description of Common Elements and Provisions Applicable Thereto.

A. The Common Elements are described in §1 hereof and are more particularly set forth and shown in the Declaration Plan.

B. Each Unit has appurtenant and assigned to it a Common Interest in the Common Elements as set forth in Column 1 of Exhibit "A" attached hereto, made a part hereof and herein incorporated by reference, subject to adjustment, as provided in §7 hereof.

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

D. The Common Elements shall remain undivided and no action for partition or division of any part thereof shall be permitted, except as provided in Section 802 of the Act.

E. The Common Interest appurtenant to each Unit shall have a permanent character, shall be inseparable from each Unit and shall not be altered or changed except pursuant to §7 hereof or by an amendment to the Declaration duly executed by all of the Unit Owners affected thereby and Recorded.

F. Except as their use may otherwise be limited by the Condominium Documents, each Unit Owner, tenant and occupant of a Unit,

and the family members, guests, customers, clients, agents and employees of such Unit Owner, tenant and occupant, may use the Common Elements in common with all other Unit Owners and tenants or occupants of other Units, and their respective family members, guests, customers, clients, agents and employees, in accordance with the purposes for which they are intended without hindering or encroaching upon the lawful rights of the other Unit Owners.

G. No Unit Owner may exempt himself from liability with respect to the Common Expenses by waiver of the enjoyment of the right to use any of the Common Elements or by abandonment of his Unit or otherwise. Conversely, the Council's responsibility under paragraph J of this §9 shall be exercised without discrimination as between the various areas and types of Common Elements.

H. The Council, and the Council's agents and employees, shall have the irrevocable right and easement to have access to each Unit from time to time during reasonable hours as may be necessary for the inspection, maintenance, repair or replacement of any of the Common Elements therein or accessible therefrom or the making of any addition or improvements thereto; or to make repairs to any Unit or the Common Elements if such repairs are reasonably necessary for public safety or to prevent damage to any other Unit or Units or the Common Elements; or to abate any violation of law, orders, rules or regulations of any governmental authorities having jurisdiction thereof.

I. The Council shall, if any questions arise, determine the purpose for which a Common Element is intended to be used. The Council shall have the right to promulgate rules and regulations limiting the use of the Common Elements to Unit Owners and their respective families, guests, invitees and employees, subject to the right of a Majority of the Unit Owners to change any such rules and regulations.

J. The maintenance, repair, replacement, cleaning, sanitation, management, operation and use of the Common Elements and the making of any additions or improvements thereto shall be the responsibility of the Council and shall be carried out as provided in the Code of Regulations, but nothing herein contained shall be construed so as to preclude the Council from delegating these duties to a manager or agent or to other persons, firms or other corporations.

K. The Common Expenses incurred or to be incurred for the maintenance, repair, replacement, cleaning, sanitation, management, operation and use of the Common Elements and the making of any additions or improvements thereto shall be assessed by the Council

against, and collected from, the Unit Owners.

L. No Unit Owner shall do any work which would affect or alter any of the Common Elements, or jeopardize the soundness or safety of the Property, or impair any easement, covenant or hereditament therein without the unanimous consent of the Unit Owners affected thereby.

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

The Declaration Plan is to be Recorded contemporaneously with the recordation hereof, and is hereby incorporated herein as if fully set forth herein. Any discrepancy or inconsistency between the Declaration and the Declaration Plan in the description of the Units, or the Common Elements, or both, shall be resolved in favor of the description contained in the Declaration Plan.

§11. Administration of the Property. The administration of the Property shall be governed by the Code of Regulations, a copy of which is to be Recorded immediately subsequent to the recording of the Declaration and the Declaration Plan.

The first members of the Council specified in §21 of the Declaration shall establish and adopt the original Code of Regulations. Thereafter, no amendment or change of the provisions of the Code of Regulations shall be effective unless it is adopted at a meeting of the Unit Owners by the affirmative vote of at least those Unit Owners who represent a majority of votes entitled to be cast at that meeting, and such amendment is Recorded.

§12. Duties of the Council. The duties of the Council shall include the following:

(a) The maintenance, repair and replacement of the Common Elements;

(b) The making of Assessments and collection of Common Receipts from Unit Owners for Common Expenses and the payment of Common Expenses;

(c) The promulgation, distribution, interpretation and enforcement of rules and regulations governing the details of the use and operation of the Property and of the Common Elements, subject to the right of a Majority of the Unit Owners to change any such rules and regulations; and

(d) The other duties set forth in the Declaration and the Code of Regulations.

§13. Powers of the Council. Subject to the limitations and restrictions contained in the Act, the Declaration and the Code of Regulations, the Council shall on behalf of the Unit Owners:

(a) Have power to manage the operation and affairs of the Property and for such purposes to engage employees and appoint agents and managers and to define their duties and fix their compensations, enter into contracts and other written instruments or documents and to authorize the execution thereof by officers elected by the Council; and

(b) Have such incidental powers as may be appropriate to the performance of their duties.

§14. Voting Rights of Unit Owners. The voting rights of Unit Owners shall be computed on the basis of each Unit Owner's Common Interest in the Common Elements. The number of votes which each Unit Owner shall be entitled to cast at any meeting of the Unit Owners shall be equal to the respective figure shown opposite the Unit Designation of the Unit owned by such Unit Owner in Exhibit "A" hereof (representing the percentage of Common Interest in the Common Elements), multiplied in each case by 1,000 thereby resulting in 100,000 votes in the aggregate.

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

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

If a Unit shall be owned by a husband and wife, then they may, but shall not be required to, execute a certificate designating an individual to cast the votes for their Unit. If such a certificate shall not be executed and if both of them are unable to agree as to the manner in which the votes applicable to their Unit shall be cast, then the votes applicable to such Unit shall not be counted; provided, however, that if only one of them shall be present at a meeting of the Unit Owners, the spouse present may cast the votes applicable to the Unit unless prior thereto the other spouse, by written notice to the Secretary, shall deny authorization of the spouse present to cast such votes.

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

§16. Assessments and their Enforcement.

A. All Assessments levied by the Council against any Unit for the share of Common Expenses chargeable to that Unit shall constitute the personal liability of the Unit Owner of the Unit so assessed and shall, until fully paid, together with interest thereon as provided by law, constitute a charge against such Unit which shall be enforceable as provided in Section 703 of the Act.

B. Any Assessment against a Unit may be enforced by suit by the Council acting on behalf of the Unit Owners in an action in assumpsit; provided that each suit when filed shall refer to the Act and to the Unit against which the Assessment is made and the Unit Owner thereof and shall be indexed by the prothonotary as *lis pendens*. Any judgment against a Unit and the Unit Owner shall be enforceable in the same manner as is otherwise provided by law.

C. A first mortgagee of any Unit who comes into possession of the Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed in lieu of foreclosure, shall take the Unit free of any claims or unpaid assessments at the time such mortgagee comes into the possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments to all Units, including the mortgaged Unit).

D. In the event that title to a Unit shall be transferred by sheriff's sale pursuant to execution upon any lien against the Unit, the Council shall give notice in writing to the sheriff of any unpaid Assessments which are a charge against the Unit but have not been reduced to lien pursuant to Section 703 of the Act. The Purchaser at such sheriff's sale and the Unit

involved shall not be liable for unpaid Assessments which became due prior to the sheriff's sale of the Unit. Except as provided in Paragraph C above, any such unpaid Assessment which cannot be promptly collected from the former Unit Owner shall be reassessed by the Council as a Common Expense to be collected from all of the Unit Owners, including the purchaser who acquired title at the sheriff's sale, his successors and assigns. To protect the Council's right to collect unpaid Assessments which are a charge against a Unit, the Council may, on behalf of the Unit Owners, purchase the Unit at sheriff's sale provided such action is authorized by the affirmative vote of a majority of the members of the Council, and if the Council does effect such purchase, the Council shall thereafter have the power to sell, convey, mortgage or lease such Unit to any Person whatsoever. Notwithstanding any foreclosure, tax sale, judicial, or other forced sale of a Unit, all applicable provisions of the Condominium Documents shall be binding upon any purchaser at such sale to the same extent as they would bind a voluntary grantee, except as provided in Paragraph C above and except as provided by law.

E. Except as provided in Paragraph C above, upon the voluntary sale or conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments which are a charge against the Unit as of the date of the sale or conveyance, but such joint and several liability shall be without prejudice to the grantee's right to recover from the grantor the amount of any such unpaid Assessments which the grantee may pay, and until any such Assessments are paid, they shall continue to be a charge against the Unit which may be enforced in the manner set forth in Section 703 of the Act; provided, however, that any Person who shall have entered into a written agreement to purchase a Unit shall be entitled to obtain a written statement from the Treasurer of the Council setting forth the amount of unpaid Assessments charged against the Unit and the Unit Owner, and such statement shall be furnished within 10 days after written request therefor. If such statement does not reveal the full amount of the unpaid Assessments as of the date it is rendered, neither the purchaser nor the Unit shall be liable for the payment of an amount in excess of the unpaid Assessments shown thereon. Any such excess which cannot be promptly collected from the former Unit Owner may be reassessed by the Council as a Common Expense to be collected from all of the Unit Owners, including the purchaser, his heirs, executors, administrators and assigns

§17. Maintenance and Repair of Units.

A. No Unit Owner except for the Declarant shall make any structural modifications or alterations within his Unit without the written consent of the Council. No Unit Owner shall take any action under any circumstances which does or may tend to impair the structural integrity of, or adversely affect or jeopardize the soundness or safety of, any part of the Property or impair any easement, right or hereditaments appurtenant thereto or affect the Common

Elements without the unanimous written consent of all Unit Owners who might be affected thereby. No Unit Owner except for the Declarant shall contract for or perform any maintenance, repair, replacement, removal, alteration or modification of the Common Elements, except through the Council.

B. It shall be the responsibility of the Council to maintain, repair or replace:

(i) All portions of any Unit which contribute to the support of any Building or other improvements on the Land, including load bearing walls, but excluding paint, wall papering, plaster, decorating or other work on the interior surfaces of walls, ceilings and floors within such Unit;

(ii) All portions of any Unit which constitute a part of the exterior of any Building;

(iii) All Common Elements within any Unit; and

(iv) All incidental damage caused by work done in any Unit by direction of the Council.

C. It shall be the responsibility of the Unit Owner:

(i) To maintain, repair, or replace at his own expense all portions of his Unit which may cause injury or damage to the other Units or to the Common Elements except the portions thereof mentioned and described in §17B hereof;

(ii) To paint, wallpaper, plaster, decorate and maintain the interior surfaces of all walls, ceilings, doors, door frames, windows, window frames and vents, and floors within the Unit;

(iii) To pay the expenses incurred by the Council in making repairs or replacements of the Common Elements caused by his willful or negligent act or failure to act;

(iv) To pay the expenses incurred by the Council in making repairs or replacements to any chimney stack, balcony, terrace, patio or storage area with respect to which he has an easement for exclusive use as provided in the Declaration caused by his willful or negligent act or failure to act;

(v) To maintain in a neat and orderly condition any chimney stack, balcony, terrace, patio or storage area with respect to which he has an easement for exclusive use as provided in the Declaration;

(vi) To perform his responsibilities in such a manner and at such reasonable hours so as not to disturb other Unit Owners;

(vii) To refrain from repairing, altering, replacing, painting or otherwise decorating or changing the appearance of any portion of the Common Elements without first obtaining the consent in writing of the Council and to refrain from repairing, altering, replacing, painting, decorating or changing any exterior appendages to the Unit without obtaining the aforementioned consent; and

(viii) To notify the Council or its agents prior to performing any repair work of any kind, the responsibility for which lies with the Council. The failure of the Council to take action on such notice shall not be deemed a waiver by it of its rights nor shall it be deemed to constitute its consent thereto or its agreement to pay for such work. The Unit Owner shall abide by any terms specified by the Council relating to the conduct of such repair work.

D. Nothing in this §17 contained shall be construed so as to impose a personal liability upon the members of the Council or officers of the Council for the maintenance, repair or replacement of any Unit or Common Element.

§18. Restrictions and Covenants.

A. General.

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

B. Specific Restrictions on Use of Units.

(1) Each Unit is intended to be, and shall be, used as a private residence only.

(2) Any other use of any Unit shall be permitted only with the prior written consent of the Council and where permitted by law.

(3) A Unit Owner shall not use, permit or allow the Unit or any part thereof to be used for an offensive or unlawful purpose and he shall not permit or allow any nuisance within the Unit and he shall not use, permit or allow the Unit to be used in a manner

which will be a source of annoyance to Unit Owners or other residents of the Property or which in any way interferes with the peaceful possession, enjoyment and proper use of the Property by the other Unit Owners or other residents thereof.

C. Specific Restrictions Upon Lease, etc.

A Unit Owner shall not lease any Unit except as provided in the Code of Regulations. A Unit Owner shall not subdivide or partition any Unit, or combine any Unit with another, without the prior written consent of the Council thereto, except as provided in the Code of Regulations.

D. Community Facilities.

(1) Tracts of land which are adjacent to the Property have been or will be reserved by the Declarant for the construction of certain community facilities and for use as open space. Contemporaneously with the recording of this Declaration, Declarant is recording a Declaration of Covenants and Restrictions subjecting the Property to certain covenants and restrictions pertaining to the support and use of the aforesaid community facilities and open space. Westwood Village Community Association, Inc., a not-for-profit Pennsylvania corporation (hereinafter referred to as the "Association") was established in accordance with the aforesaid Declaration of Covenants and Restrictions by which the power and duty of maintaining the aforesaid community facilities and open spaces described therein will be granted to the Association and by which the Unit Owners have been granted an easement to such community facilities and open space.

(2) Each Unit Owner shall, by virtue of his holding title to a Unit, become a member of the Association and shall hold one share of the membership for each Unit so held by said Unit Owner.

(3) The acceptance of a Unit Deed or the entering into a lease or the entering into occupancy for a Unit or the acceptance of a mortgage on a Unit, shall constitute agreement that the provisions of the Declaration of Covenants and Restrictions, the Certificate of Incorporation and By-Laws of the Association, together with the rules and regulations promulgated thereby, as they initially exist or as they may be amended hereafter from time to time, are accepted and ratified by such Unit Owner, tenant, occupant or mortgagee and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit as though such provisions were recited and stipulated at length in each and every deed or conveyance or mortgage or lease thereof.

(4) All expenses and other charges by the Association against a Unit shall constitute a lien against said Unit in favor of the Association which lien shall be prior to all other liens except (i) the lien for any real estate taxes or general or special assessments by the local taxing authorities, (ii) the payments due

under any bona fide mortgage instruments of encumbrance, if any, duly recorded; and (iii) liens created under this Declaration in favor of the Council by reason of non-payment of Assessments; provided, however, a first mortgagee of any Unit who comes into possession of the Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed in lieu of foreclosure, shall take the Unit free of any claims for unpaid charges or assessments of the Association at the time such mortgagee comes into possession of the Unit (except for claims for a pro rata share of such charges or assessments resulting from a pro rata reallocation of such charges or assessments to all Units, including the mortgaged Unit).

§19. Mechanic's Liens Against Units.

Any mechanic's lien arising as a result of repairs to or improvements of a Unit by a Unit Owner or by the Council shall be a lien only against such Unit. Any mechanic's lien arising as a result of repairs to or improvements of the Common Elements, if authorized in writing pursuant to a duly adopted resolution of the Council, shall be paid by the Council as a Common Expense and until so paid shall be a lien against each Unit in a percentage equal to the Common Interest in the Common Elements relating to such Unit.

§20. Encroachments; Easements.

A. In the event that any Unit or any portion of the Common Elements has hitherto encroached upon or hereafter encroaches upon any other Unit or upon any other portion of the Common Elements as a result of: (i) settling of the Land or any improvements thereon; or (ii) deviations arising from the original construction; or (iii) alterations, repairs or additions to any Unit or to any portion of the Common Elements; or (iv) condemnation or eminent domain proceedings relating to any Unit or any portion of the Common Elements, or, in the event that any encroachment by any Unit or any portion of the Common Elements upon any other Unit or upon any other portion of the Common Elements shall occur as a result of the partial or total destruction of any Unit or any portion of the Common Elements, and of the rebuilding or reconstruction thereof in substantially the same location, a valid easement with respect to any such encroachment and for the maintenance of the same shall exist for so long as the Units and/or Common Elements affected thereby shall stand.

B. In interpreting any and all provisions of the Condominium Documents, subsequent Unit Deeds to, and mortgages of, Units, the actual location of the Unit shall be deemed conclusively to be the property intended to be conveyed, reserved or encumbered notwithstanding any minor deviations, either horizontally, vertically or laterally, from the locations as indicated on the Declaration Plan.

C. The Property initially constitutes the real property described in Exhibit "B" together with the improvements located thereon. The Declarant is the owner in fee simple of the adjoining

real property constituting Tract 1, Tract 2 and Tract 3, and reserves to itself, its successors and assigns a non-exclusive easement for the use, egress and ingress over all of the Common Elements of the Property for purposes of access, the storage of building materials and equipment and, without limitation, for any and all purposes reasonably related to the completion of the marketing, rental, construction, maintenance and repair of the real property and improvements to be located on Tract 1, Tract 2 and Tract 3. The Developer shall have the right, from time to time, to use said Common Elements for ingress and egress of trucks, motor and other vehicles (including, but not limited to, construction vehicles and equipment) and by persons on foot for the purpose of installing and maintaining streets; water lines; sanitary and storm sewers; telephone, gas and electric lines over, along and across said Common Elements and for access to the construction sites on said Tracts 1, 2 and 3 for itself, its agents, employees, servants, invitees and licensees.

D. Easements are hereby established for the use and benefit of all owners, Unit Owners, occupants and tenants of Units or Buildings located on the Land hereby submitted to the provisions of the Act or on Tract 1, Tract 2 or Tract 3, for the mutual, reciprocal and independent use of the facilities and utilities located on any of said real property, as follows:

(i) Easements for vehicular or pedestrian ingress, egress and maintenance, repair and replacement of parking areas, garden areas, pedestrian walks and streets leading to or from and across any of the aforesaid real property.

(ii) Easements for use, maintenance, repair and replacement of water lines; sanitary and storm sewers; telephone, communication, gas and electrical lines and appurtenances necessary or incidental thereto which serve any of the aforesaid real property.

(iii) The easements herein established are private easements for the use and benefit of the above enumerated parties and are not for the use of the general public.

(iv) To the extent that any street, pedestrian walk, park area or any other facility is located within the Property, the cost of the maintenance, repair or replacement and operation of the easements with respect thereto shall be borne by the Condominium Unit Owners as a Common Expense. To the extent that any such street, pedestrian walk, parking area or any other facility is located outside the Property, the cost of the maintenance, repair or replacement and operation of the easements with respect thereto shall be borne by the owner or owners of such other real property on the basis of the number of Units located on such other real property or on such other basis as those owners shall agree upon among themselves. To the extent that a street, pedestrian walk, parking area or other facility is shared by the Property and other real property and a physical allocation, on the basis of square footage located within and without the Property is not feasible, then the cost of the maintenance, repair or replacement and operation of the easements so affected shall be shared by the Condominium (as a Common Expense) and the owners of the other real property on the basis of the number of Units located within the Property and within the other real property.

§21. First Members of the Council. The first members of the Council are: John E. Swan, Catherine Magill, Frank Wilson, Franklyn Failing and Margaret Failing.

§22. Insurance; Repair or Reconstruction. The Council shall maintain the insurance specified in the Code of Regulations. The premiums for such insurance shall be Common Expenses.

In the event of damage to or destruction of one or more of the improvements comprising part of the Property, the damage shall be repaired and such improvement or improvements restored as provided in the Code of Regulations; provided, however, that in the case of substantially total destruction of one or more of the Buildings, the Code of Regulations may make provision for an exception to such required restoration.

§23. Eminent Domain. Whenever all or part of the Common Elements shall be taken, injured or destroyed as the result of the exercise of the power of eminent domain, each Unit Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto, but in any proceeding for the determination of damages, such damages shall be determined for such taking, injury or destruction as a whole and not for each Unit Owner's interest therein. After such determination each Unit Owner shall be entitled to a share in the damages in the same proportion as his Common Interest in the Common Elements subject to the provisions of the Code of Regulations. The Code of Regulations contains provisions for restoration and rebuilding after a taking, injury or destruction of part of any improvement comprising part of the Property pursuant to the exercise of the power of eminent domain.

§24. Removal of Property from Act. The Property may be removed from the provisions of the Act at any time by a Revocation expressing the intention to do so. No such Revocation shall be effective unless and until it is executed by all of the Unit Owners and by the holders of all mortgages, judgments and other liens affecting the Units, and is duly Recorded. When the Property has been removed from the provisions of the Act, the former Unit Owners shall, at the time such removal becomes effective, become tenants in common of the Property, and the holders of mortgages, judgments and other liens against the Unit or Units formerly owned by such Unit Owners shall have mortgages, judgments and liens upon the respective undivided common interests of the Unit Owners in the entire Property. The undivided interest in the Property owned in common which shall appertain to each Unit Owner following such removal shall be the same percentage as the Common Interest previously owned by such Unit Owner in the Common Elements. All funds held by the Council and all insurance proceeds, if any, shall be and continue to be held for the Unit Owners in proportion to the amount of their respective Common Interests. The costs incurred in connection with such removal shall be a Common Expense.

If the Property shall be removed from the provisions of the Act, then the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all the Unit Owners in proportion to their respective Common Interests; provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such net proceeds all liens or charges on his Unit. Such removal of the Property from the provisions of the Act shall not preclude its subsequent submission to the provisions thereof in accordance with the terms of the Act.

§25. Amendment. Except as otherwise provided in the Declaration and/or the Act, the Declaration and the Declaration Plan may be amended in the following manner:

(i) Notice of the subject matter of the proposed amendment in reasonably detailed form shall be included in the notice of any meeting of the Unit Owners held in accordance with the provisions of the Code of Regulations at which a proposed amendment is to be considered.

(ii) A resolution adopting a proposed amendment may be proposed by either the Council or by a Majority of the Unit Owners at a meeting called for that purpose. Such amendment must be approved by not less than eighty percent (80%) of the Unit Owners voting in accordance with the procedures established by the Code of Regulations and of the holders of seventy-five percent (75%) of the first mortgages of all of the Units (based upon one vote for each first mortgage owned) and, if the amendment has a significant adverse effect upon the use or enjoyment of, or the services available to, a particular class of Units, then also by eighty percent (80%) of the Unit Owners of such class of Units and their first mortgagees, similarly voting.

(iii) All amendments made as provided in this §25 shall be evidenced by a written instrument, executed and acknowledged by the members of the Council, which shall contain a certification that the amendments were approved in accordance with this §25. Such instrument shall be Recorded and shall become effective on the date upon which such instrument shall have been Recorded. Copies of such instrument shall be sent to each Unit Owner in the manner provided in the Code of Regulations for the giving of notices to Unit Owners, but the same shall not constitute a condition precedent to the effectiveness of such amendment.

§26. Provisions Applicable to Declarant.

Notwithstanding any other provisions herein or in the Code of Regulations contained, for so long as Declarant continues to own any of the Units the following provisions shall be deemed to be in

full force and effect, none of which shall be construed so as to relieve Declarant from any obligations of a Unit Owner to pay Assessments as to each Unit owned by Declarant in accordance with the Documents after the construction of the Unit has been completed.

(i) Declarant shall have the right at any time to sell, transfer, lease or re-let, any Units which Declarant continues to own after the Condominium Documents have been Recorded, without regard to any restrictions relating to the sale, transfer or lease of Units contained in the Condominium Documents, and without the consent or approval of the Council or any other Unit Owner being required therefor.

(ii) For so long as Declarant owns five or more Units which have been submitted to the provisions of the Act a majority of the members of the Council shall be selected by the Declarant.

(iii) Declarant does not make, and specifically disclaims any intent to have made, any warranty or representation in connection with any Unit, the Common Elements, the Property or the Condominium Documents except as specifically set forth herein or in any agreement of sale for a Unit, and no person shall rely upon any warranty or representation not so specifically made therein.

(iv) No amendment may be made to the Condominium Documents without the written consent of Declarant so long as Declarant retains the ownership of ten or more Units which have been submitted to the provisions of the Act.

(v) The Declarant shall have the right to transact on the Property any business necessary to consummate the sale of Units, including, but not limited to, the right to maintain models, display signs, employees in the office and to use the Common Elements.

(vi) During the period of time in which the Buildings and Units are under construction by the Declarant and not completed, no Assessments for Common Expenses shall be made against the Declarant as the owner of the Units which shall not have been completed until the completion thereof, and the Common Expenses shall be assessed against the Unit Owners (including the Declarant) of those Units which shall have been completed in the proportions which their respective Common Interests in the Common Elements bear to each other.

§27. Provisions for the Protection of the Construction Mortgagee. Notwithstanding anything to the contrary contained in the Declaration, the Code of Regulations, the rules and regulations of the Council, and all other Condominium Documents, until the satisfaction of record of the mortgage (the "Mortgage") upon Property

recorded in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania, in Mortgage Book 564 at page 69, as it may be amended, modified, or extended from time to time, now held by The Trustees of HNC Mortgage and Realty Investors (the "Trustees"), the following provisions shall be a part of the Declaration, the Code of Regulations and all other Condominium Documents and shall supersede any inconsistent provisions contained therein:

(i) Whenever the consent of the Declarant is required by any of the Condominium Documents, the written consent and joinder of The Trustees shall also be required.

(ii) The Council shall be required to give The Trustees written notice of any default by the Declarant under the Declaration, the Code of Regulations or any other Condominium Document, and shall be prohibited from pursuing any remedy which the Council may have against the Declarant with respect to such default until it has given The Trustees ten days prior written notice of its intent to exercise such remedy, during which time The Trustees shall have the right to cure any such default.

(iii) The Trustees shall be given written notice of any meeting of the Council or Unit Owners, together with the agenda of such meeting. Such notices shall be given in the same manner as notices are given to the members of the Council or the Unit Owners, as the case may be, under the provisions of the Code of Regulations.

(iv) No amendment shall be made to the Declaration or the Code of Regulations which would reduce the amount of the insurance coverage presently required, which would alter the procedure for repairing the Buildings, which would alter the rights of The Trustees or which would, in any other way, affect the security of the Mortgage, without the written consent and joinder of The Trustees to any such amendment.

(v) If The Trustees should accept a deed from the Declarant in lieu of foreclosure of the Mortgage, The Trustees shall not be liable for unpaid Assessments of the Declarant which accrued prior to the conveyance by deed in lieu of foreclosure.

(vi) If The Trustees declare the Declarant to be in default under the Mortgage and either assume possession of the unsold Units or acquire title to the unsold Units upon foreclosure of the Mortgage (whether by purchase of the unsold Units at foreclosure sale, by deed in lieu of foreclosure or otherwise), The Trustees or their successors and assigns shall have and enjoy all of the rights, privileges and immunities granted to the Declarant under the Declaration, the Code of Regulations and the other Condominium Documents; provided, however, that this provision will not in any way limit the provisions of the Act, the Declaration and the Code of Regulations which provide that the purchaser of a Unit at foreclosure sale or by deed in lieu of foreclosure shall not be liable for unpaid assessments against such Unit which accrued prior to such sale or transfer.

(vii) Without the prior written consent of The Trustees, which consent shall not be withheld unreasonably, the Council shall neither select an insurance trustee as required under the provisions of the Code of Regulations nor enter into an Insurance Trust Agreement with such insurance trustee. The Council shall obtain the written consent and approval of the Trustees, which consent and approval shall not be withheld unreasonably, as to the form and substance of the Insurance Trust Agreement. In addition, the Council shall be required to establish an escrow account in a bank approved by The Trustees and to deposit therein on a monthly basis in advance one-twelfth of the estimated insurance premiums for the insurance policies which the Council is required to maintain. The escrow account shall be a joint account in the names of the Council and the insurance trustee and shall provide that, if the Council shall fail to pay the aforesaid insurance premiums when due, the insurance trustee is authorized unilaterally to withdraw funds sufficient for the payment of the insurance premiums.

(viii) Whenever the Property suffers destruction or damage, the cost of reconstruction or repair of which exceeds \$100,000.00, the Council shall request and obtain the prior written consent and approval of The Trustees of its selection of an architect and contractor to oversee and make the repairs.

§28. Captions. Captions used in this Declaration are inserted solely as a matter of convenience and shall not define or limit any of the terms or provisions hereof.

§29. Provisions Binding Upon Successors and Assigns, Covenants Running With Land. The present title to the Property hereby subjected to the provisions of the Act by the Declarant, and the title to each Unit which shall be hereafter conveyed or acquired in any manner, is hereby expressly declared and made subject to the terms and provisions of the Declaration, and the acquisition of title to a Unit by any Person shall be conclusively deemed to mean that the acquirer approves, adopts and ratifies the provisions of the Declaration, the Code of Regulations, the rules and regulations of the Council, and all other Condominium Documents and will comply therewith. All provisions of the Condominium Documents shall be construed to be covenants running with the land and with every part thereof and interest therein, including but not limited to every Unit and the appurtenances thereto; and every Unit Owner and claimant of the Property or any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of the Condominium Documents.

§30. Gender, Singular, Plural. Whenever the context so permits, the use of the plural shall include the singular, the singular shall include the plural, and any gender shall be deemed to include all genders.

§31. Severability. Any provision of the Condominium Documents which shall be enforceable or invalid in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability or invalidity, without invalidating the remaining provisions of the Condominium Documents, and any such unenforceability or invalidity in any jurisdiction shall not render unenforceable or invalidate such provision in any other jurisdiction.

§32. Effective Date. The Declaration shall become effective on the date when it, the Declaration Plan and the Code of Regulations are Recorded.

IN WITNESS WHEREOF, the Declarant, intending to be legally bound, has executed this Declaration the day and year first above written.

ATTEST:

M. L. W. CONSTRUCTION CORPORATION

_____/s/
Michael D. Rubin, Secretary

By: _____/s/
Martin L. Weil, President

[Corporate Seal]

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF)

On this 29th day of January, 1975 before me the undersigned officer, personally appeared Martin L. Weil who acknowledged himself to be the President of M. L. W. CONSTRUCTION CORPORATION, a Maryland corporation, and that he as such President and being authorized to do so, executed the foregoing Declaration for the purposes therein contained by signing the name of the corporation by himself as President.

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

[Notarial Seal]

_____/s/
Notary Public

My Commission Expires:
