

NINTH AMENDMENT TO
DECLARATION CREATING AND ESTABLISHING
WESTWOOD VILLAGE CONDOMINIUM

THIS NINTH AMENDMENT made this 28th day of November, 1986, by CENTRUST TRUST, formerly The Westport Company, (hereinafter referred to as "Declarant"), a Massachusetts business trust, having its principal place of business at 830 Post Road East, Westport, Connecticut.

WITNESSETH:

WHEREAS, on January 29, 1975, the condominium known as "Westwood Village Condominium" was created pursuant to the provisions of the Unit Property Act of Pennsylvania, Act of July 3, 1963, P.L. 196 (68 P.S. Section 700.101 et seq.) by the filing and recordation of the following documents:

1. Declaration Creating and Establishing Westwood Village Condominium, dated January 29, 1975, and recorded on January 29, 1975, in the office of the Recorder of Deeds of Cumberland County, Pennsylvania, in Misc. Book 213, Page 283, as amended by a First Amendment to Declaration Creating and Establishing Westwood Village Condominium dated May 28, 1976, and recorded in the aforesaid office in Misc. Book 222, Page 729, as further amended by a Second Amendment to Declaration Creating and Establishing Westwood Village Condominium dated July 21, 1976, and recorded in the aforesaid office in Misc. Book 223, Page 343, and as further amended by a Third Amendment to Declaration Creating and Establishing Westwood Village Condominium dated June 9, 1978, and recorded in the aforesaid office in Misc. Book 236, Page 225, and as further amended by a Fourth Amendment to Declaration Creating and Establishing Westwood Village Condominium dated June 13, 1978, and recorded in the aforesaid office in Misc. Book 236, Page 250; and a certain Fifth Amendment to Declaration Creating and Establishing Westwood Village Condominium dated January 9, 1979, and recorded on January 23, 1979, in Misc. Book 240, Page 884, a certain Sixth Amendment to Declaration Creating and Establishing Westwood Village Condominium dated March 1, 1979, and recorded on March 12, 1979, in Misc. Book

241, Page 836, a certain Seventh Amendment to Declaration Creating and Establishing Westwood Village Condominium dated November 8, 1979, and recorded on November 27, 1979, in Misc. Book 249, Page 323 and a certain Eighth Amendment to Declaration Creating and Establishing Westwood Village Condominium dated September 27, 1982 and recorded December 14, 1982 in Misc. Book 282, Page 323 (hereinafter collectively referred to as the "Declaration").

2. Code of Regulations of Westwood Village Condominium dated January 29, 1975, and recorded on January 29, 1975, in the office of the Recorder of Deeds of Cumberland County, Pennsylvania, in Misc. Book 213, Page 328, as amended by a First Amendment to Code of Regulations of Westwood Village Condominium dated May 28, 1976, and recorded in the aforesaid office in Misc. Book 222, Page 737 (hereinafter collectively referred to as the "Code of Regulations").

3. Declaration Plan of Westwood Village Condominium dated January 29, 1975, and recorded on January 29, 1975, in the office of the Recorder of Deeds of Cumberland County, Pennsylvania, in Plan Book 26, Page 15, as amended by a First Amendment to Declaration Plan of Westwood Village Condominium dated July 21, 1976, and recorded in the aforesaid office in Plan Book 28, Page 72, and amended by a certain Second Amendment to Declaration Plan of Westwood Village Condominium dated June 16, 1978, and recorded in the aforesaid office in Plan Book 33, Page 28, and amended by a certain Third Amendment to Declaration Plan of Westwood Village Condominium dated January 9, 1979, and recorded on January 23, 1979, in Plan Book 34, Page 100; and amended by a certain Fourth Amendment to Declaration Plan of Westwood Village Condominium dated March 1, 1979, and recorded on March 12, 1979, in Plan Book 35, Page 3; and amended by a certain Fifth Amendment to Declaration Plan of Westwood Village Condominium dated November 8, 1979, and recorded on November 27, 1979, in Plan Book 37, Page 7 (hereinafter collectively referred to as the "Declaration Plan").

The Declaration, Code of Regulations and Declaration Plan are sometimes hereinafter referred to as the "Condominium Documents."

WHEREAS, the Unit Owners of at least eighty percent (80%) of the Units voted to amend the Declaration in accordance with the requirements of Section 25 of the Declaration, and the amendments have been approved by at least seventy-five percent (75%) of the first mortgages on all the Units; and

WHEREAS, the Council desires to execute and record this amendment which contains the amendments to the Declaration which have been approved as aforesaid by at least eighty percent (80%) of the Unit Owners.

NOW, THEREFORE, the undersigned, intending to be legally bound hereby, covenants and agrees as follows:

1. In Section 7A of the Declaration, the language located in Paragraph 1 on Page 3 of the Eighth Amendment to Declaration Creating and Establishing Westwood Village Condominium is hereby deleted and the phrase "prior to January 28, 1990" is hereby substituted in its place.

2. In Section 7E of the Declaration, the language located in Paragraph 2 on Page 3 of the Eighth Amendment to Declaration Creating and Establishing Westwood Village Condominium is hereby deleted and the language "January 28, 1990" is hereby substituted in its place.

3. Notwithstanding anything to the contrary contained in the documents recited above, Declarant is hereby granted an easement over all those streets and roads now or hereafter constructed providing access to, and located within, Westwood Village Condominium for general purposes, including but not limited to the right of ingress and egress for the purposes of constructing such buildings as are necessary to complete the development of Block 5, and for the construction of such buildings as are contemplated upon the submission of Blocks 4 and 6 to the Declaration Plan of Westwood Village Condominium and further including the right of ingress and egress and the right to extend

Valley Drive a/k/a Westwood Drive to provide access to adjacent parcels of land owned by Declarant for the purposes of developing the same, whether or not such tracts are submitted in the future to the Westwood Village Condominium. Declarant hereby agrees that in the event damage to said streets and roads, beyond ordinary wear and tear, occurs by reason of such use, it will cause such streets and roads to be repaired in a manner and to the extent necessary to return such streets and roads to the condition they were in prior to such use.

4. Notwithstanding anything to the contrary contained in the documents recited above, upon the expiration of the extension set forth in paragraphs 1 and 2 hereof, all rights of Declarant except those set forth in paragraph 3 hereof shall cease as to Declarant and further shall devolve upon Council which shall then be at liberty to develop and submit units to the extent permitted by the Development Plan and governing law.

5. Except as expressly amended hereby, the terms and conditions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Amendment on this
 day of _____, 1986.

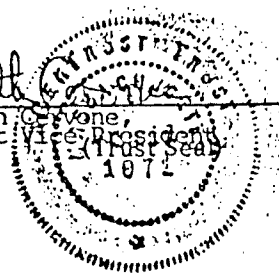
COUNCIL OF WESTWOOD
 VILLAGE CONDOMINIUM

By *John Capompoli* President
 By *Audrey B. Parr* Vice President
 By *Nancy K. Armstrong* Treasurer
 By *Cheryl L. Stanton* Secretary
 By _____ By _____

The undersigned, Declarant, hereby joins in the execution of this Amendment pursuant to Section 26(iv) of the Declaration.

Attest:

Elizabeth C. Ivone
 Elizabeth C. Ivone,
 Assistant Vice President
 (Trust Seal)



CENTRUST TRUST

By: *Vincent R. DeFina*
 Vincent R. DeFina, Executive Vice President
 By: *Stephen A. Weisbader*
 Stephen A. Weisbader, Vice President

STATE OF *Pennsylvania* :
COUNTY OF *Cumberland* : SS.

On this, the *28th* day of *November*, 1986, before me, the undersigned officer, personally appeared John Calaman, Nancy K. Srtstrong, Audrey B. Parr and Cheryl L. Stanton who acknowledged themselves to be members of the Council of Westwood Village Condominium, and that they, as such members, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In witness whereof, I have hereunto set my hand and official seal.

R. Patricia Waltz
R. PATRICIA WALTZ, Notary Public
Lehigh Allen Twp., Cumberland County
My Commission Expires *12/31/89*
Member, Pennsylvania Association of Notaries

STATE OF Connecticut :
COUNTY OF Fairfield : SS. Westport

On this, the 2nd day of December, 1986, before me, the undersigned officer, personally appeared Vincent R. DeFina & Stephen A. Weisbader, who acknowledged themselves to be Executive Vice President & Vice President, respectively, of CenTrust Trust, a business trust, and that they as such officers being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the trust by themselves as such officers and desired that the same might be recorded as such.

In witness whereof, I have hereunto set my hand and official seal.

Jean M. Weisbader
JEAN M. WEISBADER
NOTARY PUBLIC
MY COMMISSION EXPIRES *MAY 12 1989*

RECORDED - OFFICE OF THE
REGISTRAR OF DEEDS
MAY 12 PM 2 '86

CONSENT TO NINTH AMENDMENT TO
DECLARATION CREATING AND ESTABLISHING
WESTWOOD VILLAGE CONDOMINIUM

The undersigned Unit Owners in Westwood Village Condominium, East Pennsboro Township, Cumberland County, Pennsylvania, do hereby consent to the Ninth Amendment to the Declaration Creating and Establishing Westwood Village Condominium, and we hereby authorize the Developer (CenTrust Trust) to execute, acknowledge and record the same with the same effect as if a regular meeting of the Unit Owners had been held and the same was approved by the required percentage of Unit Owners. We waive our right to any meeting to pass upon the same, this consent to act as our affirmative vote in favor of the Ninth Amendment.

<u>Date</u>	<u>Unit Owner</u>	<u>Unit No.</u>	<u>Witness</u>
12-16, 1986	Janice C. Garrison	104 ¹¹⁵ Charlotte	N K Armstrong
12-16, 1986	Susan J. Garrison	115 Charlotte	N K Armstrong
12-16, 1986	Jill Morrison	115 Schiller	N K Armstrong
12-16, 1986	Suzyn J. Jacobs	202-115 ¹¹⁵ Schiller	N K Armstrong
12-16, 1986	John S. Garrison	806 Charlotte	N K Armstrong
12-16, 1986	Muriel D. Adams	810 Charlotte	N K Armstrong
12-16, 1986	Suzanne F. Horton	812 Charlotte	N K Armstrong
12/16, 1986	John Morrison	810 Charlotte	N K Armstrong
12/16, 1986	Jean Scott	814 Charlotte	N K Armstrong
12/16, 1986	Bonnie Bottcher	818 Charlotte	N K Armstrong
12/16, 1986	Archie Brough	820 Charlotte Way	N K Armstrong
12/16, 1986	William D. Homer	117 Charlotte	N K Armstrong
12/16, 1986	Harry K. Armstrong	111 Charlotte	N K Armstrong
12/16, 1986	Sandra Kling	810 Charlotte	N K Armstrong
12/29, 1986	Betsy Little	824 Charlotte	N K Armstrong
12/29, 1986	J. L. Thompson	813 Lee Ct.	N K Armstrong
12/29, 1986	J. Stokes	115 Schiller ¹¹⁵ #301	N K Armstrong
1/6/87, 1986	Steve Brown	810 Charlotte Way - apt 101	N K Armstrong
1/6/87, 1986	Elizabeth P. Horton	810 Charlotte Way apt 101	N K Armstrong
1/6/87, 1986	Mrs. Mabel Thomas	810 Charlotte Way	N K Armstrong

**CONSENT TO NINTH AMENDMENT TO
DECLARATION CREATING AND ESTABLISHING
WESTWOOD VILLAGE CONDOMINIUM**

The undersigned Unit Owners in Westwood Village Condominium, East Pennsboro Township, Cumberland County, Pennsylvania, do hereby consent to the Ninth Amendment to the Declaration Creating and Establishing Westwood Village Condominium, and we hereby authorize the Developer (CenTrust Trust) to execute, acknowledge and record the same with the same effect as if a regular meeting of the Unit Owners had been held and the same was approved by the required percentage of Unit Owners. We waive our right to any meeting to pass upon the same, this consent to act as our affirmative vote in favor of the Ninth Amendment.

<u>Date</u>	<u>Unit Owner</u>	<u>Unit No.</u>	<u>Witness</u>
12/12/86	Miriam C. Coleman	805 BRIAN DR.	Cheryl Hester
12/13/86	Mr & Mrs Ralph McKean	807 Brian Dr	Cheryl Hester
12/13/86	Mr & Mrs Susan	811 Brian Dr	Cheryl Hester
12/13/86	William J. Brown	131 Brian Dr.	Cheryl Hester
12/13/86	Lorraine Brown	803 Lorraine	Cheryl Hester
12/13/86	Arthur J. Gentry	801 Brian Dr	Cheryl Hester
12/14	John L. Brown	811 Brian	Cheryl Hester
12/14	James L. Brown	131 Brian	Cheryl Hester
12/14	Richard L. Brown	844 Brian	Cheryl Hester
12/14	John L. Brown	851 Brian	Cheryl Hester
12/14	Mary Muller	125 Brian	Cheryl Hester
12/14	James L. Brown	228 Brian	Cheryl Hester
12/14	Albert B. Chabak	845 Brian Dr	Cheryl Hester
12/15	W. W.	811 Brian Dr. (103)	Cheryl Hester
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**CONSENT TO NINTH AMENDMENT TO
DECLARATION CREATING AND ESTABLISHING
WESTWOOD VILLAGE CONDOMINIUM**

The undersigned Unit Owners in Westwood Village Condominium, East Pennsboro Township, Cumberland County, Pennsylvania, do hereby consent to the Ninth Amendment to the Declaration Creating and Establishing Westwood Village Condominium, and we hereby authorize the Developer (CenTrust Trust) to execute, acknowledge and record the same with the same effect as if a regular meeting of the Unit Owners had been held and the same was approved by the required percentage of Unit Owners. We waive our right to any meeting to pass upon the same, this consent to act as our affirmative vote in favor of the Ninth Amendment.

<u>Date</u>	<u>Unit Owner</u>	<u>Unit No.</u>	<u>Witness</u>
12/6, 1986	<i>[Signature]</i>	118 BRIAN	Lynn Calaman
12/8, 1986	Kurt M. Craver	112 BRIAN	<i>[Signature]</i>
12/8, 1986	Francelyn J. Gosh	114 Brian	<i>[Signature]</i>
12-8, 1986	B. Earlene Pitzman	220 Brian	<i>[Signature]</i>
12-10, 1986	Janet Z. Bair	225 Brian	<i>[Signature]</i>
12-10, 1986	J.R. Pickett	848 Brian	<i>[Signature]</i>
12-10, 1986	Martha Swell - W. Frank	950 BRIAN DR	<i>[Signature]</i>
12-10, 1986	<i>[Signature]</i>	846 Brian	<i>[Signature]</i>
12-10, 1986	Lyn D. Kucier	844 Brian	<i>[Signature]</i>
12-10, 1986	Kenneth Wickham	110 Brian	<i>[Signature]</i>
12/10, 1986	Wilkey Obiedafa	811 Recy # 202	<i>[Signature]</i>
12/13, 1986	Wellee Woods	226 Brian	<i>[Signature]</i>
12/10, 1986	Carol Baker McCartney	843 Brian	<i>[Signature]</i>
12/13, 1986	Pete Delune	229 Brian Dr	<i>[Signature]</i>
12/13, 1986	William A. Moley Jr	852 Brian Dr	<i>[Signature]</i>
12/13, 1986	Stephen W. Hampton	819 Brian Dr	<i>[Signature]</i>
-12/13, 1986	Stephen W. Hampton	304-115 Charlotte	<i>[Signature]</i>
-12/13, 1986	Stephen W. Hampton	202-115 Charlotte	<i>[Signature]</i>
12/13, 1986	Gregory R. Jensen	825 Brian	<i>[Signature]</i>
_____, 1986	_____	_____	_____

CONSENT TO NINTH AMENDMENT TO
DECLARATION CREATING AND ESTABLISHING
WESTWOOD VILLAGE CONDOMINIUM

The undersigned Unit Owners in Westwood Village Condominium Township, Cumberland County, Pennsylvania, do hereby consent to the Declaration Creating and Establishing Westwood Village hereby authorize the Developer (CentTrust Trust) to execute, act same with the same effect as if a regular meeting of the Unit (the same was approved by the required percentage of Unit Owners) any meeting to pass upon the same, this consent to act as our act of the Ninth Amendment.

<u>Date</u>	<u>Unit Owner</u>	<u>Unit No.</u>
Dec 7, 1986	Ludney B. Parr	847 Michelle
Dec 7, 1986	Ludney B. Parr	857 Michelle
Dec 7, 1986	Ludney B. Parr	225 Loc. Ct 1
Dec 7, 1986	[Signature]	849 Louise Ct
Dec 8, 1986	Judith A. Ewing	851 Summit
Dec 8, 1986	Julia L. Hampton	304 Charlotte
Dec 8, 1986	Julia L. Hampton	203 Charlotte
Dec 9, 1986	Thomas E. Harney	849 Michelle Ct
Dec 9, 1986	Mara E. Evans	109 Melissa
Dec 9, 1986	Karey L. Aldinger	843 Melissa
Dec 11, 1986	Charles Horner	103 Melissa
Dec 12, 1986	[Signature]	101 Melissa
Dec 14, 1986	Christopher James	#101
12/15, 1986	Jessie Kiene	839 Melissa
12/18, 1986	Ann M. Wiskelby	851 Melissa
12/20, 1986	[Signature]	849 MELISSA
12/20, 1986	[Signature]	849 Melissa
_____, 1986	_____	_____
_____, 1986	_____	_____
_____, 1986	_____	_____

Recd 12/15/86

CONSENT TO NINTH AMENDMENT TO
DECLARATION CREATING AND ESTABLISHING
WESTWOOD VILLAGE CONDOMINIUM

The undersigned Unit Owner in Westwood Village Condominium, East Pennsboro Township, Cumberland County, Pennsylvania, do hereby consent to the Ninth Amendment to the Declaration Creating and Establishing Westwood Village Condominium, and I(we) hereby authorize the Developer (Centrust Trust) to execute, acknowledge and record the same with the same effect as if a regular meeting of the Unit Owners had been held and the same was approved by the required percentage of Unit Owners. We waive our right to any meeting to pass upon the same, this consent to act as our affirmative vote in favor of the Ninth Amendment.

<u>Date</u>	<u>Unit Owner</u>	<u>Unit No.</u>	<u>Witness</u>
12-9-1986, 1986	Joseph M. Winemiller	304 811 Brian Dr.	Bertha M. Williams
_____, 1986	_____	_____	_____
_____, 1986	_____	_____	_____

1 Unit 811 Brian Dr, Unit 304

2640

TENTH AMENDMENT TO
DECLARATION CREATING AND ESTABLISHING
WESTWOOD VILLAGE CONDOMINIUM

RECORDED-OFFICE OF T
RECORDER OF DEEDS
CUMBERLAND COUNTY PA
10 55
27 JAN 28 AM 10 5

THIS TENTH AMENDMENT made this 27th day of January, 1987, by CONSOLIDATED CONTRACTING COMPANY, Successor Declarant, by Assignment and Bill of Sale recorded in Cumberland County Misc. Book 329, page 554, as to three (3) of the units (one building) submitted hereby, and by Assignment and Bill of Sale recorded contemporaneously herewith, as to eighteen (18) of the units (six buildings) submitted hereby, a Pennsylvania Corporation of Harrisburg, Dauphin County, Pennsylvania.

WITNESSETH:

WHEREAS, on January 29, 1975, the condominium known as "Westwood Village Condominium" was created pursuant 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.) by the filing and recordation of the following documents:

1. Declaration Creating and Establishing Westwood Village Condominium, dated January 29, 1975, and recorded on January 29, 1975, in the office of the Recorder of Deeds of Cumberland County, Pennsylvania, in Misc. Book 213, Page 283, as amended by a First Amendment to Declaration Creating and Establishing Westwood Village Condominium dated May 28, 1976, and recorded in the aforesaid office in Misc. Book 222, Page 729, as further amended by a Second Amendment to Declaration Creating and Establishing Westwood Village Condominium dated July 21, 1976, and recorded in the aforesaid office in Misc. Book 223, Page 343, and as further amended by a Third Amendment to Declaration Creating and Establishing Westwood Village Condominium dated June 9, 1978, and recorded in the aforesaid office in Misc. Book 236, Page 225, and as further amended by a Fourth Amendment to Declaration Creating and Establishing Westwood Village Condominium dated June 13, 1978, and

BOOK 329 PAGE 561

recorded in the aforesaid office in Misc. Book 236, Page 250; and a certain Fifth Amendment to Declaration Creating and Establishing Westwood Village Condominium dated January 9, 1979, and recorded on January 23, 1979, in Misc. Book 240, Page 884; and a certain Sixth Amendment to Declaration Creating and Establishing Westwood Village Condominium dated March 1, 1979, and recorded on March 12, 1979, in Misc. Book 241, Page 836; and a certain Seventh Amendment to Declaration Creating and Establishing Westwood Village Condominium dated November 8, 1979, and recorded on November 27, 1979, in Misc. Book 249, Page 323 and a certain Eighth Amendment to Declaration Creating and Establishing Westwood Village Condominium dated September 27, 1982 and recorded on December 14, 1982 in Misc. Book 282, Page 323; and a certain Ninth Amendment to Declaration Creating and Establishing Westwood Village Condominium dated November 28, 1986 and recorded on _____ in Misc. Book _____ at page _____ (hereinafter collectively referred to as the "Declaration").

2. Code of Regulations of Westwood Village Condominium dated January 29, 1975, and recorded on January 29, 1975, in the office of the Recorder of Deeds of Cumberland County, Pennsylvania, in Misc. Book 213, Page 328, as amended by a First Amendment to Code of Regulations of Westwood Village Condominium dated May 28, 1976, and recorded in the aforesaid office in Misc. Book 222, Page 737 (hereinafter collectively referred to as the "Code of Regulations").

3. Declaration Plan of Westwood Village Condominium dated January 29, 1975, and recorded on January 29, 1975, in the office of the Recorder of Deeds of Cumberland County, Pennsylvania, in Plan Book 26, Page 15, as amended by a First Amendment to Declaration Plan of Westwood Village Condominium dated July 21, 1976, and recorded in the aforesaid office in Plan Book 28, Page 72, and amended by a certain Second Amendment to Declaration Plan of Westwood Village Condominium

dated June 16, 1978, and recorded in the aforesaid office in Plan Book 33, Page 28, and amended by a certain Third Amendment to Declaration Plan of Westwood Village Condominium dated January 9, 1979, and recorded on January 23, 1979, in Plan Book 34, Page 100; and amended by a certain Fourth Amendment to Declaration Plan of Westwood Village Condominium dated March 1, 1979, and recorded on March 12, 1979, in Plan Book 35, Page 3; and amended by a certain Fifth Amendment to Declaration Plan of Westwood Village Condominium dated November 8, 1979, and recorded on November 27, 1979, in Plan Book 37, Page 7 (hereinafter collectively referred to as the "Declaration Plan").

The Declaration, Code of Regulations and Declaration Plan are sometimes hereinafter referred to as the "Condominium Documents."

WHEREAS, Section 7A of the Declaration authorizes and reserves unto the Declarant and its successors in title, in their sole discretion and without the consent of the Council or any Unit Owner or the holder of any lien of any unit, at any time and from time to time until January 28, 1987, to submit to the provisions of the Unit Property Act, and to subject to, and include within the provisions of, the Condominium Documents by amendment to the Declaration in the form of this Tenth Amendment, inter alia, buildings and other improvements.

WHEREAS, Declarant hereby desires to submit to the Unit Property Act and to subject to, and include within the provisions of, the Condominium Documents, buildings and other improvements which have heretofore been erected thereon or are presently in the process of being erected, or to be erected in the future, as set forth below.

NOW, THEREFORE, pursuant to Section 7 of the Declaration, and intending to be legally bound hereby, Declarant hereby amends the Declaration as follows:

Section 1. Declarant hereby subjects to the Unit Property Act and to the provisions of the Condominium Documents, the following buildings and other improvements erected presently in the process of erection or to be erected upon land previously submitted and so subjected to the provisions of the Condominium Documents.

Section 2. The location of each building is more particularly shown in the Sixth Amendment to the Declaration Plan. The Declarant declares that the buildings, if not completed at the time of recordation of this Tenth Amendment, shall be deemed in all respects, when completed, to be subject to the provisions of the Condominium Documents.

Section 3. Simultaneous with the execution and recordation of this Tenth Amendment, the Declarant shall execute and record an Amendment to the Declaration Plan which (a) describes the location of the buildings and other improvements and the location of each unit and the Common Elements within each of the buildings and (b) indicates the unit designation of each unit in each of the buildings. From and after the date of recordation of the amendment of the Declaration Plan, all reference to the Declaration Plan shall be deemed to refer to the Declaration Plan as amended.

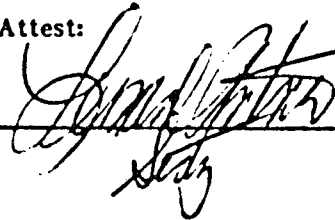
Section 4. From and after the date of recordation of this Tenth Amendment, the proportionate undivided common interest in the Common Elements assigned to each of the 139 units previously subjected by the Declarations shall be as set forth in Exhibit "A" attached hereto and made a part hereof.

Section 5. This Tenth Amendment shall become effective on the date when it is recorded in the office of the Recorder of Deeds of Cumberland County, Pennsylvania.

Section 6. All terms and provisions of the Declaration, the Code of Regulations and the Declaration Plan not hereby expressly amended, shall continue in full force and effect.

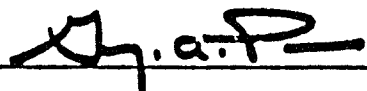
IN WITNESS WHEREOF, the Declarant has executed this Amendment the day
and year first above written.

Attest:



CONSOLIDATED CONTRACTING COMPANY

By:

 PRES.

BOOK 329 PAGE 565

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF *Cumberland*) : SS.

On this, the *28th* day of January, 1987, before me, the undersigned officer, personally appeared *Noye A. Chum*, who acknowledged himself to be the *President* of CONSOLIDATED CONTRACTING COMPANY, and that he as such officer, being authorized to do so, executed the foregoing Sixth Amendment to Declaration Plan for the purposes therein contained.

In witness whereof, I have hereunto set my hand and official seal.

Sandra S. Eckenrode
Notary Public

SANDRA S. ECKENRODE
NOTARY PUBLIC
CARLISLE, CUMBERLAND CO., PA.
MY COMMISSION EXP. OCT. 28, 1987

EXHIBIT "A"

SCHEDULE SHOWING COMMON INTERESTS
IN THE COMMON ELEMENTS

Building Number	Block Number	Unit Designation	Percentage of Common Interests in Common Elements
1A	1	L-1 F4	0.854%
1A	1	L-2 F3	0.656%
1A	1	L-3 F2	0.565%
1A	1	L-4 F3	0.656%
1A	1	L-5 F4	0.854%
2A	1	L-6 T2B	0.539%
2A	1	L-7 T3	0.685%
2A	1	L-8 T2A	0.539%
2A	1	L-10 TH3D	0.877%
2A	1	L-9B	0.631%
2A	1	L-9C	0.631%
2A	1	L-9D	0.631%
2A	1	L-9F	0.631%
2A	1	L-9G	0.631%
2A	1	L-9H	0.631%
2A	1	L-9K	0.631%
2A	1	L-9L	0.631%
2A	1	L-9M	0.631%
2A	1	L-9A	0.509%
2A	1	L-9E	0.509%
2A	1	L-9J	0.509%
1	2	L1.TH3D(801)	0.877%
1	2	L2.TH3 (803)	0.791%
1	2	L3.TH3 (805)	0.791%
1	2	L4,TH3 (807)	0.791%
1	2	L5.GA 811-101	0.631%
1	2	L5.GA 811-102	0.631%
1	2	L5.GA 811-103	0.631%
1	2	L5.GA 811-104	0.509%
1	2	L5.GA 811-201	0.631%
1	2	L5.GA 811-202	0.631%
1	2	L5.GA 811-203	0.631%
1	2	L5.GA 811-204	0.509%
1	2	L5.GA 811-301	0.631%
1	2	L5.GA 811-302	0.631%
1	2	L5.GA 811-303	0.631%
1	2	L5.GA 811-304	0.509%
2	2	L21.TH4 111	0.854%
2	2	L20.GA 115-101	0.631%

2	2	L20.GA 115-102	0.6318
2	2	L20.GA 115-103	0.6318
2	2	L20.GA 115-104	0.5098
2	2	L20.GA 115-201	0.6318
2	2	L20.GA 115-202	0.6318
2	2	L20.GA 115-203	0.6318
2	2	L20.GA 115-204	0.5098
2	2	L20.GA 115-301	0.6318
2	2	L20.GA 115-302	0.6318
2	2	L20.GA 115-303	0.6318
2	2	L20.GA 115-304	0.5098
2	2	L19.TH4 119	0.8548
3	2	L18.TH4 806	0.8548
3	2	L17.GA 810-101	0.6318
3	2	L17.GA 810-102	0.6318
3	2	L17.GA 810-103	0.6318
3	2	L17.GA 810-104	0.5098
3	2	L17.GA 810-201	0.6318
3	2	L17.GA 810-202	0.6318
3	2	L17.GA 810-203	0.6318
3	2	L17.GA 810-204	0.5098
3	2	L17.GA 810-301	0.6318
3	2	L17.GA 810-302	0.6318
3	2	L17.GA 810-303	0.6318
3	2	L17.GA 810-304	0.5098
3	2	L16.T2A 814	0.5398
3	2	L15.T3 816	0.6858
3	2	L14.T2B 818	0.5398
3	2	L13.T2B 820	0.5398
3	2	L12.T3 822	0.6858
3	2	L11.T2A 824	0.5398
4	2	L6.F4 110	0.8548
4	2	L7.F3 112	0.6568
4	2	L8.F2 114	0.5658
4	2	L9.F3 116	0.6568
4	2	L10.F4 118	0.8548
5	3	L2.T2B 121	0.5398
5	3	L3.T3 123	0.6858
5	3	L1.T2A 125	0.5398
5	3	L10.T2B 127	0.5398
5	3	L11.T3 129	0.6858
5	3	L12.T2A 131	0.5398
5	3	L5.T2B 847	0.5398
5	3	L4.T2A 851	0.5398
5	3	L6.T3 849	0.6858
5	3	L8.T2B 848	0.5398
5	3	L9.T3 850	0.6858
5	3	L7.T2A 852	0.5398
6	5	L1.F2 201-101	0.5658
6	5	L2.F3 203-102	0.6568

6	5	L3.F2	205-103	0.565%
6	5	L4.F3	207-104	0.656%
6	5	L5.F2	209-105	0.565%
7	5	L9.T2A	852-109	0.539%
7	5	L10.T2B	848-110	0.539%
7	5	L11.T3	850-111	0.685%
7	5	L12.T2A	846-112	0.539%
7	5	L13.T3	844-113	0.685%
7	5	L14.T2B	842-114	0.539%
7	5	L15.T2B	845-115	0.539%
7	5	L16.T3	843-116	0.685%
7	5	L17.T2A	841-117	0.539%
7	5	L6.T2B	851-106	0.539%
7	5	L7.T3	849-107	0.685%
7	5	L8.T2A	847-108	0.539%
8	5	L18.F2	221-118	0.604%
8	5	L19.F3	223-119	0.742%
8	5	L20.F2	225-120	0.604%
8	5	L21.F3	227-121	0.742%
8	5	L22.F2	229-122	0.604%
9	5	L23.F2	851-123	0.604%
9	5	L24.F3	849-124	0.742%
9	5	L25.F2	847-125	0.604%
9	5	L26.F3	845-126	0.742%
9	5	L27.F2	843-127	0.604%
10	5	L28.F2	220	0.604%
10	5	L29.F3	222	0.742%
10	5	L30.F2	224	0.604%
10	5	L31.F3	226	0.742%
10	5	L32.F3	228	0.742%
10	5	L33.F2	230	0.604%
10	5	L34.F3	232	0.742%
10	5	L35.F2	234	0.604%
10	5	L36.F2	825	0.604%
11	5	L37.T2B	221	0.539%
11	5	L38.T3	223	0.685%
11	5	L39.T2A	225	0.539%
11	5	L40.T2A	821	0.539%
11	5	L41.T3	823	0.685%
11	5	L42.T2B	825	0.539%
12	5	L43.F2	805	0.604%
12	5	L44.F3	807	0.742%
12	5	L45.F2	809	0.604%
12	5	L46.F3	811	0.742%
12	5	L47.F3	813	0.742%
12	5	L48.F2	815	0.604%
12	5	L49.F2	817	0.604%
12	5	L50.F2	819	0.604%
12	5	L51.T2A	821	0.539%
12	5	L52.T3	823	0.685%

4	NEW T2A	0.5398
4	NEW T3	0.6858
4	NEW T2B	0.5398
4	NEW T2A	0.5398
4	NEW T3	0.6858
4	NEW T2B	0.5398
4	NEW T2A	0.5398
4	NEW T3	0.6858
4	NEW T2B	0.5398
4	NEW T2A	0.5398
4	NEW T3	0.6858
4	NEW T2B	0.5398
4	NEW T2A	0.5398
4	NEW T3	0.6858
4	NEW T2B	0.5398
4	NEW T2A	0.5398
4	NEW T3	0.6858
4	NEW T2B	0.5398

13	4	L58.T2A	0.539%
13	4	L56.T3	0.685%
13	4	L57.T2B	0.539%
13	4	L53.T2A	0.539%
13	4	L55.T3	0.685%
13	4	L54.T2B	0.539%
14	4	L61.T2A	0.539%
14	4	L60.T3	0.685%
14	4	L55.T2B	0.539%
15	4	L64.T2A	0.539%
15	4	L63.T3	0.685%
15	4	L62.T2B	0.539%
16	4	L65.T2A	0.539%
16	4	L66.T3	0.685%
16	4	L67.T2B	0.539%
17	4	L70.T2A	0.539%
17	4	L69.T3	0.685%
17	4	L68.T2B	0.539%
18	4	L71.T2A	0.539%
18	4	L72.T3	0.685%
18	4	L73.T2B	0.539%

BOOK 329 PAGE 571



State of Connecticut
 Court of Probate
 Date
 1982
 Misc. 329 - 561
 Carlisle 28
 Jan 1982
 Patricia H. Vance

RECORDED
INDEXED
NOV 22 AM 11 44

**ELEVENTH AMENDMENT TO
DECLARATION CREATING AND ESTABLISHING
WESTWOOD VILLAGE CONDOMINIUM**

THIS ELEVENTH AMENDMENT made this 28 day of October, 1988, by CONSOLIDATED CONTRACTING COMPANY, Successor Declarant, by Assignment recorded contemporaneously herewith, a Pennsylvania Corporation of Harrisburg, Dauphin County, Pennsylvania.

WITNESSETH:

WHEREAS, on January 29, 1975, the condominium known as "Westwood Village Condominium" was created pursuant 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.) by the filing and recordation of the following documents:

1. Declaration Creating and Establishing Westwood Village Condominium, dated January 29, 1975, and recorded on January 29, 1975, in the office of the Recorder of Deeds of Cumberland County, Pennsylvania, in Misc. Book 213, page 283, as amended by a First Amendment to Declaration Creating and Establishing Westwood Condominium dated May 28, 1976, and recorded in the aforesaid office in Misc. Book 222, Page 729, as further amended by a Second Amendment to Declaration Creating and Establishing Westwood Village Condominium dated July 21, 1976, and recorded in the aforesaid office in Misc. Book 223, Page 343, and as further amended by a Third Amendment to Declaration Creating and Establishing Westwood Village Condominium dated June 9, 1978, and recorded in the aforesaid office in Misc. Book 236, Page 225, and as further amended by a

Fourth Amendment to Declaration Creating and Establishing Westwood Village Condominium dated June 13, 1978, and recorded in the aforesaid office in Misc. Book 236, Page 250; and a certain Fifth Amendment to Declaration Creating and Establishing Westwood Village Condominium dated January 9, 1979, and recorded on January 23, 1979, in Misc. Book 240, Page 884; and a certain Sixth Amendment to Declaration Creating and Establishing Westwood Village Condominium dated March 1, 1979, and recorded on March 12, 1979, in Misc. Book 241, Page 836; and a certain Seventh Amendment to Declaration Creating and Establishing Westwood Village Condominium dated November 8, 1979, and recorded on November 27, 1979, in Misc. Book 249, Page 323 and a certain Eighth Amendment to Declaration Creating and Establishing Westwood Village Condominium dated September 27, 1982 and recorded on December 14, 1982 in Misc. Book 282, Page 323; a certain Ninth Amendment to Declaration Creating and Establishing Westwood Village Condominium dated November 28, 1986 and recorded on May 12, 1987, in Misc. Book 333 at page 769; and a certain Tenth Amendment to Declaration Creating and Establishing Westwood Village Condominium dated January 27, 1987 and recorded on January 28, 1987 in Misc. Book 329 at page 561; (hereinafter collectively referred to as the "Declaration").

2. Code of Regulations of Westwood Village Condominium dated January 29, 1975, and recorded on January 29, 1975, in the office of the Recorder of Deeds of Cumberland County, Pennsylvania, in Misc. Book 213, Page 328, as amended by a

First Amendment to Code of Regulations of Westwood Village Condominium dated May 28, 1976, and recorded in the aforesaid office in Misc. Book 222, Page 737 (hereinafter collectively referred to as the "Code of Regulations").

3. Declaration Plan of Westwood Village Condominium dated January 29, 1975, and recorded on January 29, 1975, in the office of the Recorder of Deeds of Cumberland County, Pennsylvania, in Plan Book 26, Page 15, as amended by a First Amendment to Declaration Plan of Westwood Village Condominium dated July 21, 1976, and recorded in the aforesaid office in Plan Book 28, Page 72, and amended by a certain Second Amendment to Declaration Plan of Westwood Village Condominium dated June 16, 1978, and recorded in the aforesaid office in Plan Book 33, Page 28, and amended by a certain Third Amendment to Declaration Plan of Westwood Village Condominium dated January 9, 1979, and recorded on January 23, 1979, in Plan Book 34, Page 100; and amended by a certain Fourth Amendment to Declaration Plan of Westwood Village Condominium dated March 1, 1979, and recorded on March 12, 1979, in Plan Book 35, Page 3; and amended by a certain Fifth Amendment to Declaration Plan of Westwood Village Condominium dated November 8, 1979, and recorded on November 27, 1979, in Plan Book 37, Page 7 and amended by a certain Sixth Amendment to Declaration Plan of Westwood Village Condominium dated January 26, 1987, and recorded on January 28, 1987, in Plan Book 52, Page 41 (hereinafter collectively referred to as the "Declaration Plan").

The Declaration, Code of Regulations and Declaration Plan are sometimes hereinafter referred to as the "Condominium Documents."

WHEREAS, Section 7A of the Declaration as amended authorizes and reserves unto the Declarant and its successors in title, in their sole discretion and without the consent of the Council or any Unit Owner or the holder of any lien of any unit, at any time and from time to time until January 28, 1990, to submit to the provisions of the Unit Property Act, and to subject to, and include within the provisions of, the Condominium Documents by amendment to the Declaration in the form of this Eleventh Amendment, inter alia, buildings and other improvements.

WHEREAS, Declarant hereby desires to submit to the Unit Property Act and to subject to, and include within the provisions of, the Condominium Documents, buildings and other improvements which have heretofore been erected thereon or are presently in the process of being erected, or to be erected in the future, as set forth below.

NOW, THEREFORE, pursuant to Section 7 of the Declaration, and intending to be legally bound hereby, Declarant hereby amends the Declaration as follows:

Section 1. Declarant hereby subjects to the Unit Property Act and to the provisions of the Condominium Documents, the following buildings and other improvements erected presently in the process of erection or to be erected upon land previously

submitted and so subjected to the provisions of the Condominium Documents.

Section 2. The location of each building is more particularly shown in the Sixth Amendment to the Declaration Plan. The Declarant declares that the buildings, if not completed at the time of recordation of this Eleventh Amendment, shall be deemed in all respects, when completed, to be subject to the provisions of the Condominium Documents.


Section 3. Simultaneous with the execution and recordation of this Eleventh Amendment, the Declarant shall execute and record an Amendment to the Declaration Plan which (a) describes the location of the buildings and other improvements and the location of each unit and the Common Elements within each of the buildings and (b) indicates the unit designation of each unit in each of the buildings. From and after the date of recordation of the amendment of the Declaration Plan, all reference to the Declaration Plan shall be deemed to refer to the Declaration Plan as amended.

Section 4. From and after the date of recordation of this Eleventh Amendment, the proportionate undivided common interest in the Common Elements assigned to each of the 160 units previously subjected by the Declarations as well as to each of the 21 units submitted hereby shall be as set forth in Exhibit "A" attached hereto and made a part hereof.

Section 5. This Eleventh Amendment shall become effective on the date when it is recorded in the office of the Recorder of Deeds of Cumberland County, Pennsylvania.

Section 6. All terms and provisions of the Declaration, the Code of Regulations and the Declaration Plan not hereby expressly amended, shall continue in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this Amendment the day and year first above written.

Attest:


COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF CUMBERLAND)

CONSOLIDATED CONTRACTING COMPANY
By: John F. Schilling
VICE PRESIDENT

: SS.

On this, the 28th day of October, 1988, before me, the undersigned officer, personally appeared John F. Schilling, who acknowledged himself to be the Vice President of CONSOLIDATED CONTRACTING COMPANY, and that he as such officer, being authorized to do so, executed the foregoing Eleventh Amendment to Declaration Creating and Establishing Westwood Village Condominium for the purposes therein contained.

In witness whereof, I have hereunto set my hand and official seal.

Notarial Seal
Jacqueline A. Decker, Notary Public
Carlisle Boro, Cumberland County
My Commission Expires Jan. 13, 1992

Jacqueline A. Decker
Notary Public

Westwood Village Common Interest Schedule - w / 21 New F2A Units
Amendment 11

ILLEGIBLE ORIGINAL

Unit ID	Block	Unit Designation	Street Address	Square Footage	Common Interest
1A	1	L-1 F4	101 Melissa Court	1540	0.754%
1A	1	L-2 F3	103 Melissa Court	1134	0.580%
1A	1	L-3 F2	105 Melissa Court	1020	0.500%
1A	1	L-4 F3	107 Melissa Court	1134	0.580%
1A	1	L-5 F4	109 Melissa Court	1540	0.754%
2A	1	L-6 12B	851 Melissa Court	980	0.480%
2A	1	L-7 F3	849 Melissa Court	1237	0.605%
2A	1	L-8 12A	847 Melissa Court	980	0.480%
2A	1	L-10 1H3D	839 Melissa Court	1540	0.754%
2A	1	L-9A	843 Melissa Court, Apt 102	1139	0.558%
2A	1	L-9C	843 Melissa Court, Apt 104	1139	0.558%
2A	1	L-9D	843 Melissa Court, Apt 103	1139	0.558%
2A	1	L-9E	843 Melissa Court, Apt 202	1139	0.558%
2A	1	L-9F	843 Melissa Court, Apt 204	1139	0.558%
2A	1	L-9G	843 Melissa Court, Apt 203	1139	0.558%
2A	1	L-9H	843 Melissa Court, Apt 302	1139	0.558%
2A	1	L-9I	843 Melissa Court, Apt 304	1139	0.558%
2A	1	L-9J	843 Melissa Court, Apt 303	1139	0.558%
2A	1	L-9K	843 Melissa Court, Apt 101	924	0.453%
2A	1	L-9L	843 Melissa Court, Apt 201	924	0.453%
2A	1	L-9M	843 Melissa Court, Apt 301	924	0.453%
1	2	L1. 1H3D (801)	801 Brian Drive	1540	0.754%
1	2	L2. 1H3 (803)	803 Brian Drive	1423	0.697%
1	2	L3. 1H3 (805)	805 Brian Drive	1423	0.697%
1	2	L4. 1H3 (807)	807 Brian Drive	1423	0.697%
1	2	L5. 5A 811-101	811 Brian Drive, Apt 101	1139	0.558%
1	2	L5. 5A 811-102	811 Brian Drive, Apt 102	1139	0.558%
1	2	L5. 5A 811-103	811 Brian Drive, Apt 103	1139	0.558%
1	2	L5. 5A 811-104	811 Brian Drive, Apt 104	924	0.453%
1	2	L5. 5A 811-201	811 Brian Drive, Apt 201	1139	0.558%
1	2	L5. 5A 811-202	811 Brian Drive, Apt 202	1139	0.558%
1	2	L5. 5A 811-203	811 Brian Drive, Apt 203	1139	0.558%
1	2	L5. 5A 811-204	811 Brian Drive, Apt 204	924	0.453%
1	2	L5. 5A 811-301	811 Brian Drive, Apt 301	1139	0.558%
1	2	L5. 5A 811-302	811 Brian Drive, Apt 302	1139	0.558%
1	2	L5. 5A 811-303	811 Brian Drive, Apt 303	1139	0.558%
1	2	L5. 5A 811-304	811 Brian Drive, Apt 304	924	0.453%
2	2	L21. 1H4 111	111 Charlotte Way	1540	0.754%
2	2	L20. 5A 115-101	115 Charlotte Way, Apt 101	1139	0.558%
2	2	L20. 5A 115-102	115 Charlotte Way, Apt 102	1139	0.558%
2	2	L20. 5A 115-103	115 Charlotte Way, Apt 103	1139	0.558%
2	2	L20. 5A 115-104	115 Charlotte Way, Apt 104	924	0.453%
2	2	L20. 5A 115-201	115 Charlotte Way, Apt 201	1139	0.558%
2	2	L20. 5A 115-202	115 Charlotte Way, Apt 202	1139	0.558%
2	2	L20. 5A 115-203	115 Charlotte Way, Apt 203	1139	0.558%
2	2	L20. 5A 115-204	115 Charlotte Way, Apt 204	924	0.453%
2	2	L20. 5A 115-301	115 Charlotte Way, Apt 301	1139	0.558%

ILLEGIBLE ORIGINAL

ILLEGIBLE ORIGINAL

2	2	L20.GA	115-302	115 Charlotte Way, Apt 302	1139	0.558%
2	2	L20.GA	115-303	115 Charlotte Way, Apt 303	1139	0.558%
2	2	L20.GA	115-304	115 Charlotte Way, Apt 304	924	0.453%
2	2	L19.TH4	119	119 Charlotte Way	1540	0.754%
3	2	L18.TH4	806	806 Charlotte Way	1540	0.754%
3	2	L17.GA	810-101	810 Charlotte Way, Apt 101	1139	0.558%
3	2	L17.GA	810-102	810 Charlotte Way, Apt 102	1139	0.558%
3	2	L17.GA	810-103	810 Charlotte Way, Apt 103	1139	0.558%
3	2	L17.GA	810-104	810 Charlotte Way, Apt 104	924	0.453%
3	2	L17.GA	810-201	810 Charlotte Way, Apt 201	1139	0.558%
3	2	L17.GA	810-202	810 Charlotte Way, Apt 202	1139	0.558%
3	2	L17.GA	810-203	810 Charlotte Way, Apt 203	1139	0.558%
3	2	L17.GA	810-204	810 Charlotte Way, Apt 204	924	0.453%
3	2	L17.GA	810-301	810 Charlotte Way, Apt 301	1139	0.558%
3	2	L17.GA	810-302	810 Charlotte Way, Apt 302	1139	0.558%
3	2	L17.GA	810-303	810 Charlotte Way, Apt 303	1139	0.558%
3	2	L17.GA	810-304	810 Charlotte Way, Apt 304	924	0.453%
3	2	L16.T2A	814	814 Charlotte Way	980	0.480%
3	2	L15.T3	816	816 Charlotte Way	1237	0.606%
3	2	L14.T2B	818	818 Charlotte Way	980	0.480%
3	2	L13.T2B	820	820 Charlotte Way	980	0.480%
3	2	L12.T3	822	822 Charlotte Way	1237	0.606%
3	2	L11.T2A	824	824 Charlotte Way	980	0.480%
4	2	L6.F4	110	110 Brian Drive	1540	0.754%
4	2	L7.F3	112	112 Brian Drive	1184	0.580%
4	2	L8.F2	114	114 Brian Drive	1020	0.500%
4	2	L9.F3	116	116 Brian Drive	1184	0.580%
4	2	L10.F4	118	118 Brian Drive	1540	0.754%
5	3	L2.T2B	121	121 Brian Drive	980	0.480%
5	3	L3.T3	123	123 Brian Drive	1237	0.606%
5	3	L1.T2A	125	125 Brian Drive	980	0.480%
5	3	L10.T2B	127	127 Brian Drive	980	0.480%
5	3	L11.T3	129	129 Brian Drive	1237	0.606%
5	3	L12.T2A	131	131 Brian Drive	980	0.480%
5	3	L5.T2B	847	847 Michelle Court	980	0.480%
5	3	L4.T2A	851	851 Michelle Court	980	0.480%
5	3	L6.T3	849	849 Michelle Court	1237	0.606%
5	3	L8.T2B	848	848 Louise Court	980	0.480%
5	3	L9.T3	850	850 Louise Court	1237	0.606%
5	3	L7.T2A	852	852 Louise Court	980	0.480%
6	5	L1.F2	201-101	201 Louise Court	1020	0.500%
6	5	L2.F3	203-102	203 Louise Court	1184	0.580%
6	5	L3.F2	205-103	205 Louise Court	1020	0.500%
6	5	L4.F3	207-104	207 Louise Court	1184	0.580%
6	5	L5.F2	209-105	209 Louise Court	1020	0.500%
7	5	L9.T2A	852-109	852 Brian Drive	980	0.480%
7	5	L10.T2B	848-110	848 Brian Drive	980	0.480%
7	5	L11.T3	850-111	850 Brian Drive	1237	0.606%
7	5	L12.T2A	846-112	846 Brian Drive	980	0.480%
7	5	L13.T3	844-113	844 Brian Drive	1237	0.606%
7	5	L14.T2B	842-114	842 Brian Drive	980	0.480%
7	5	L15.T2B	845-115	845 Louise Court	980	0.480%
7	5	L16.T3	843-116	843 Louise Court	1237	0.606%
7	5	L17.T2A	841-117	841 Louise Court	980	0.480%

7	5	L6.T2B	851-106	851 Louise Court	980	0.480%
7	5	L7.T3	849-107	849 Louise Court	1237	0.606%
7	5	L8.T2A	847-108	847 Louise Court	980	0.480%
8	5	L18.F2	221-118	221 Brian Drive	1090	0.534%
8	5	L19.F3	223-119	223 Brian Drive	1340	0.657%
8	5	L20.F2	225-120	225 Brian Drive	1090	0.534%
8	5	L21.F3	227-121	227 Brian Drive	1340	0.657%
8	5	L22.F2	229-122	229 Brian Drive	1090	0.534%
9	5	L23.F2	851-123	851 Brian Drive	1090	0.534%
9	5	L24.F3	849-124	849 Brian Drive	1340	0.657%
9	5	L25.F2	847-125	847 Brian Drive	1090	0.534%
9	5	L26.F3	845-126	845 Brian Drive	1340	0.657%
9	5	L27.F2	843-127	843 Brian Drive	1090	0.534%
10	5	L28.F2	220	220 Brian Drive	1090	0.534%
10	5	L29.F3	222	222 Brian Drive	1340	0.657%
10	5	L30.F2	224	224 Brian Drive	1090	0.534%
10	5	L31.F3	226	226 Brian Drive	1340	0.657%
10	5	L32.F3	228	228 Brian Drive	1340	0.657%
10	5	L33.F2	230	230 Brian Drive	1090	0.534%
10	5	L34.F3	232	232 Brian Drive	1340	0.657%
10	5	L35.F2	234	234 Brian Drive	1090	0.534%
10	5	L36.F2	825	825 Brian Drive	1090	0.534%
11	5	L37.T2B	221	221 Lee Court	980	0.480%
11	5	L38.T3	223	223 Lee Court	1237	0.606%
11	5	L39.T2A	225	225 Lee Court	980	0.480%
11	5	L40.T2A	821	821 Lee Lane	980	0.480%
11	5	L41.T3	823	823 Lee Lane	1237	0.606%
11	5	L42.T2B	825	825 Lee Lane	980	0.480%
12	5	L43.F2	805	805 Lee Court	1090	0.534%
12	5	L44.F3	807	807 Lee Court	1340	0.657%
12	5	L45.F2	809	809 Lee Court	1090	0.534%
12	5	L46.F3	811	811 Lee Court	1340	0.657%
12	5	L47.F3	813	813 Lee Court	1340	0.657%
12	5	L48.F2	815	815 Lee Court	1090	0.534%
12	5	L49.F3	817	817 Lee Court	1340	0.657%
12	5	L50.F2	819	819 Brian Drive	1090	0.534%
12	5	L51.T2A	821	821 Brian Drive	980	0.480%
12	5	L52.T3	823	823 Brian Drive	1237	0.606%
13	4	L53.T2A		214 Brian Drive	980	0.480%
13	4	L55.T3		212 Brian Drive	1237	0.606%
13	4	L54.T2B		210 Brian Drive	980	0.480%
13	4	L58.T2A		832 Lee Lane	980	0.480%
13	4	L56.T3		834 Lee Lane	1237	0.606%
13	4	L57.T2B		836 Lee Lane	980	0.480%
14	4	L61.T2A		837 Charlotte Way	980	0.480%
14	4	L60.T3		839 Charlotte Way	1237	0.606%
14	4	L59.T2B		841 Charlotte Way	980	0.480%
15	4	L64.T2A		824 Lee Lane	980	0.480%
15	4	L63.T3		822 Lee Lane	1237	0.606%
15	4	L62.T2B		820 Lee Lane	980	0.480%
16	4	L65.T2A		830 Lee Lane	980	0.480%
16	4	L66.T3		828 Lee Lane	1237	0.606%
16	4	L67.T2B		826 Lee Lane	980	0.480%
17	4	L70.T2A		795 Lee Lane	980	0.480%

17	4	L69.T3	797 Lee Lane	1237	0.606%
17	4	L68.T2B	799 Lee Lane	980	0.480%
18	4	L71.T2A	793 Lee Lane	980	0.480%
18	4	L72.T3	791 Lee Lane	1237	0.606%
18	4	L73.T2B	789 Lee Lane	980	0.480%
19	4	L74.T2	787 Lee Lane	1100	0.539%
19	4	L75.T2	783 Lee Lane	1100	0.539%
19	4	L76.T2	785 Lee Lane	1100	0.539%
20	4	L77.T2	781 Lee Lane	1100	0.539%
20	4	L78.T2	777 Lee Lane	1100	0.539%
20	4	L79.T2	779 Lee Lane	1100	0.539%
21	4	L80.T2	775 Lee Lane	1100	0.539%
21	4	L81.T2	773 Lee Lane	1100	0.539%
21	4	L82.T2	771 Lee Lane	1100	0.539%
22	4	L83.T2	831 Charlotte Way	1100	0.539%
22	4	L84.T2	833 Charlotte Way	1100	0.539%
22	4	L85.T2	835 Charlotte Way	1100	0.539%
23	6	L86.T2	840 Melissa Court	1100	0.539%
23	6	L87.T2	842 Melissa Court	1100	0.539%
23	6	L88.T2	844 Melissa Court	1100	0.539%
24	6	L89.T2	846 Melissa Court	1100	0.539%
24	6	L90.T2	848 Melissa Court	1100	0.539%
24	6	L91.T2	850 Melissa Court	1100	0.539%
25	6&1	L92.T2	852 Melissa Court	1100	0.539%
25	1	L93.T2	854 Melissa Court	1100	0.539%
25	1	L94.T2	856 Melissa Court	1100	0.539%

Totals:

204112 100.000%

State of Pennsylvania
County of Cumberland
Recorded in the office for the recording of Deeds
etc. in and for Cumberland County, Pa.
in Book 357 Vol. 542
witness my hand and seal of office, at
Carlisle Pa. this 22 day of June 1951
Recorder

BOOK 357 PAGE 551

RECORDED-OFFICE OF THE
RECORDER OF DEEDS
CUMBERLAND COUNTY, PENNSYLVANIA.

REVISED ELEVENTH AMENDMENT TO
DECLARATION CREATING AND ESTABLISHING
WESTWOOD VILLAGE CONDOMINIUM

'89 MAR 7 AM 9:10

THIS ELEVENTH AMENDMENT made this 22ND day of FEBRUARY ,
1989, by CONSOLIDATED CONTRACTING COMPANY, Successor Declarant,
by Assignment recorded on October 28, 1988 in Cumberland County
Miscellaneous Book 356, Page 693, a Pennsylvania Corporation of
Harrisburg, Dauphin County, Pennsylvania.

WITNESSETH:

WHEREAS, on January 29, 1975, the condominium known as
"Westwood Village Condominium" was created pursuant 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.) by the filing
and recordation of the following documents:

1. Declaration Creating and Establishing Westwood Village
Condominium, dated January 29, 1975, and recorded on
January 29, 1975, in the office of the Recorder of Deeds of
Cumberland County, Pennsylvania, in Misc. Book 213, page 283,
as amended by a First Amendment to Declaration Creating and
Establishing Westwood Condominium dated May 28, 1976; and
recorded in the aforesaid office in Misc. Book 222, Page 729,
as further amended by a Second Amendment to Declaration
Creating and Establishing Westwood Village Condominium dated
July 21, 1976, and recorded in the aforesaid office in Misc.
Book 223, Page 343, and as further amended by a Third Amendment
to Declaration Creating and Establishing Westwood Village
Condominium dated June 9, 1978, and recorded in the aforesaid
office in Misc. Book 236, Page 225, and as further amended by a

Fourth Amendment to Declaration Creating and Establishing Westwood Village Condominium dated June 13, 1978, and recorded in the aforesaid office in Misc. Book 236, Page 250; and a certain Fifth Amendment to Declaration Creating and Establishing Westwood Village Condominium dated January 9, 1979, and recorded on January 23, 1979, in Misc. Book 240, Page 884; and a certain Sixth Amendment to Declaration Creating and Establishing Westwood Village Condominium dated March 1, 1979, and recorded on March 12, 1979, in Misc. Book 241, Page 836; and a certain Seventh Amendment to Declaration Creating and Establishing Westwood Village Condominium dated November 8, 1979, and recorded on November 27, 1979, in Misc. Book 249, Page 323 and a certain Eighth Amendment to Declaration Creating and Establishing Westwood Village Condominium dated September 27, 1982 and recorded on December 14, 1982 in Misc. Book 282, Page 323; a certain Ninth Amendment to Declaration Creating and Establishing Westwood Village Condominium dated November 28, 1986 and recorded on May 12, 1987, in Misc. Book 333 at page 769; a certain Tenth Amendment to Declaration Creating and Establishing Westwood Village Condominium dated January 27, 1987 and recorded on January 28, 1987 in Misc. Book 329 at page 561; and a certain Eleventh Amendment to Declaration Creating and Establishing Westwood Village Condominium dated October 28, 1988 and recorded on November 22, 1988 in Misc. Book 357 at page 542; (hereinafter collectively referred to as the "Declaration").

2. Code of Regulations of Westwood Village Condominium

dated January 29, 1975, and recorded on January 29, 1975, in the office of the Recorder of Deeds of Cumberland County, Pennsylvania, in Misc. Book 213, Page 328, as amended by a First Amendment to Code of Regulations of Westwood Village Condominium dated May 28, 1976, and recorded in the aforesaid office in Misc. Book 222, Page 737 (hereinafter collectively referred to as the "Code of Regulations").

3. Declaration Plan of Westwood Village Condominium dated January 29, 1975, and recorded on January 29, 1975, in the office of the Recorder of Deeds of Cumberland County, Pennsylvania, in Plan Book 26, Page 15, as amended by a First Amendment to Declaration Plan of Westwood Village Condominium dated July 21, 1976, and recorded in the aforesaid office in Plan Book 28, Page 72, and amended by a certain Second Amendment to Declaration Plan of Westwood Village Condominium dated June 16, 1978, and recorded in the aforesaid office in Plan Book 33, Page 28, and amended by a certain Third Amendment to Declaration Plan of Westwood Village Condominium dated January 9, 1979, and recorded on January 23, 1979, in Plan Book 34, Page 100; and amended by a certain Fourth Amendment to Declaration Plan of Westwood Village Condominium dated March 1, 1979, and recorded on March 12, 1979, in Plan Book 35, Page 3; and amended by a certain Fifth Amendment to Declaration Plan of Westwood Village Condominium dated November 8, 1979, and recorded on November 27, 1979, in Plan Book 37, Page 7 and amended by a certain Sixth Amendment to Declaration Plan of Westwood Village Condominium dated January 26, 1987, and

recorded on January 28, 1987, in Plan Book 52, Page 41 (hereinafter collectively referred to as the "Declaration Plan"); and amended by a certain Seventh Amendment to Declaration Plan of Westwood Village Condominium dated October 21, 1988 and recorded October 28, 1988, in Plan Book 56, Page 98; and amended by a certain Corrected Seventh Amendment to Declaration Plan of Westwood Village dated October 21, 1988 and recorded November 22, 1988, in Plan Book 56, Page 126.

The Declaration, Code of Regulations and Declaration Plan are sometimes hereinafter referred to as the "Condominium Documents."

WHEREAS, Section 7A of the Declaration as amended authorizes and reserves unto the Declarant and its successors in title, in their sole discretion and without the consent of the Council or any Unit Owner or the holder of any lien of any unit, at any time and from time to time until January 28, 1990, to submit to the provisions of the Unit Property Act, and to subject to, and include within the provisions of, the Condominium Documents by amendment to the Declaration in the form of this Eleventh Amendment, inter alia, buildings and other improvements.

WHEREAS, Declarant hereby desires to submit to the Unit Property Act and to subject to, and include within the provisions of, the Condominium Documents, buildings and other improvements which have heretofore been erected thereon or are presently in the process of being erected, or to be erected in the future, as set forth below.

NOW, THEREFORE, pursuant to Section 7 of the Declaration, and intending to be legally bound hereby, Declarant hereby amends the Declaration as follows:

Section 1. Declarant hereby subjects to the Unit Property Act and to the provisions of the Condominium Documents, the following buildings and other improvements erected presently in the process of erection or to be erected upon land previously submitted and so subjected to the provisions of the Condominium Documents.

Section 2. The location of each building is more particularly shown in the Second Corrected Seventh Amendment to the Declaration Plan. The Declarant declares that the buildings, if not completed at the time of recordation of this Eleventh Amendment, shall be deemed in all respects, when completed, to be subject to the provisions of the Condominium Documents.

Section 3. Simultaneously with the execution and recordation of this Revised Eleventh Amendment, the Declarant shall execute and record a Second Corrected Seventh Amendment to the Declaration Plan which (a) describes the location of the buildings and other improvements and the location of each unit and the Common Elements within each of the buildings and (b) indicates the unit designation of each unit in each of the buildings. From and after the date of recordation of the Second Corrected Seventh Amendment of the Declaration Plan, all reference to the Declaration Plan shall be deemed to refer to

the Declaration Plan as amended.

Section 4. From and after the date of recordation of this Revised Eleventh Amendment, the proportionate undivided common interest in the Common Elements assigned to each of the 160 units previously subjected by the Declarations as well as to each of the 21 units submitted hereby shall be as set forth in Exhibit "A" attached hereto and made a part hereof.

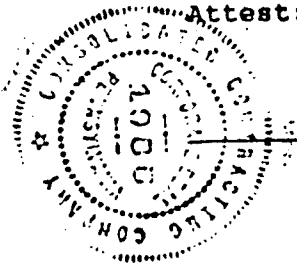
Section 5. This Revised Eleventh Amendment shall become effective on the date when it is recorded in the office of the Recorder of Deeds of Cumberland County, Pennsylvania.

Section 6. All terms and provisions of the Declaration, the Code of Regulations and the Declaration Plan not hereby expressly amended, shall continue in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this Amendment the day and year first above written.

Attest:

CONSOLIDATED CONTRACTING COMPANY



Kim Anderson

By:

John F. Schilling
VICE PRESIDENT

COMMONWEALTH OF PENNSYLVANIA)
 DAUPHIN) SS.
COUNTY OF CUMBERLAND)

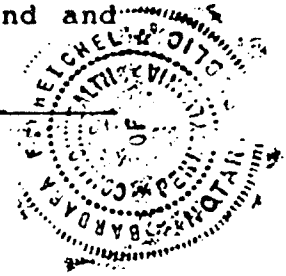
On this, the 22nd day of FEBRUARY, 1989, before me, the undersigned officer, personally appeared JOHN L. SCHILLING, who acknowledged himself to be the VICE PRESIDENT of CONSOLIDATED CONTRACTING COMPANY, and that he as such officer, being authorized to do so, executed the foregoing Revised Eleventh Amendment to Declaration Creating and Establishing Westwood Village Condominium for the purposes therein contained.

In witness whereof, I have hereunto set my hand and official seal.

Barbara F. Heichel

Notary Public

NOTARIAL SEAL
BARBARA F. HEICHEL, Notary Public
Lwr. Paxton Twp., PA Dauphin Co.
My Commission Expires Dec. 31, 1989



RETURN TO:
John Schilling
Consolidated CONTRACTING Co.
18.5 2nd St.
HIGHSPIRE, PA. 17034

Westwood Village Common Interest Schedule - w / 21 New F2A Units
Amendment 11

Unit Unit #/Block	Unit Designation	Street Address	Square Footage	Common Interest	
1A	1	L-1 F4	101 Melissa Court	1540	0.754%
1A	1	L-2 F3	103 Melissa Court	1184	0.580%
1A	1	L-3 F2	105 Melissa Court	1020	0.500%
1A	1	L-4 F3	107 Melissa Court	1184	0.580%
1A	1	L-5 F4	109 Melissa Court	1540	0.754%
1A	1	L-6 12B	851 Melissa Court	980	0.480%
2A	1	L-7 F3	849 Melissa Court	1237	0.606%
2A	1	L-8 12A	847 Melissa Court	980	0.480%
2A	1	L-9 1H3D	839 Melissa Court	1540	0.754%
2A	1	L-10	843 Melissa Court, Apt 102	1139	0.558%
2A	1	L-11	843 Melissa Court, Apt 104	1139	0.558%
2A	1	L-12	843 Melissa Court, Apt 103	1139	0.558%
2A	1	L-13	843 Melissa Court, Apt 202	1139	0.558%
2A	1	L-14	843 Melissa Court, Apt 204	1139	0.558%
2A	1	L-15	843 Melissa Court, Apt 203	1139	0.558%
2A	1	L-16	843 Melissa Court, Apt 302	1139	0.558%
2A	1	L-17	843 Melissa Court, Apt 304	1139	0.558%
2A	1	L-18	843 Melissa Court, Apt 303	1139	0.558%
2A	1	L-19	843 Melissa Court, Apt 101	924	0.453%
2A	1	L-20	843 Melissa Court, Apt 201	924	0.453%
2A	1	L-21	843 Melissa Court, Apt 301	924	0.453%
2A	1	L-22	801 Brian Drive	1540	0.754%
2A	2	L1.1H3D (S01)	803 Brian Drive	1423	0.697%
2A	2	L2.1H3 (S03)	805 Brian Drive	1423	0.697%
2A	2	L3.1H3 (S05)	807 Brian Drive	1423	0.697%
2A	2	L4.1H3 (S07)	811 Brian Drive, Apt 101	1139	0.558%
2A	2	L5.6A 811-101	811 Brian Drive, Apt 102	1139	0.558%
2A	2	L5.6A 811-102	811 Brian Drive, Apt 103	1139	0.558%
2A	2	L5.6A 811-103	811 Brian Drive, Apt 104	924	0.453%
2A	2	L5.6A 811-104	811 Brian Drive, Apt 201	1139	0.558%
2A	2	L5.6A 811-201	811 Brian Drive, Apt 202	1139	0.558%
2A	2	L5.6A 811-202	811 Brian Drive, Apt 203	1139	0.558%
2A	2	L5.6A 811-203	811 Brian Drive, Apt 204	924	0.453%
2A	2	L5.6A 811-204	811 Brian Drive, Apt 301	1139	0.558%
2A	2	L5.6A 811-301	811 Brian Drive, Apt 302	1139	0.558%
2A	2	L5.6A 811-302	811 Brian Drive, Apt 303	1139	0.558%
2A	2	L5.6A 811-303	811 Brian Drive, Apt 304	924	0.453%
2A	2	L5.6A 811-304	111 Charlotte Way	1540	0.754%
2A	2	L21.1H4 111	115 Charlotte Way, Apt 101	1139	0.558%
2A	2	L20.6A 115-101	115 Charlotte Way, Apt 102	1139	0.558%
2A	2	L20.6A 115-102	115 Charlotte Way, Apt 103	1139	0.558%
2A	2	L20.6A 115-103	115 Charlotte Way, Apt 104	924	0.453%
2A	2	L20.6A 115-104	115 Charlotte Way, Apt 201	1139	0.558%
2A	2	L20.6A 115-201	115 Charlotte Way, Apt 202	1139	0.558%
2A	2	L20.6A 115-202	115 Charlotte Way, Apt 203	1139	0.558%
2A	2	L20.6A 115-203	115 Charlotte Way, Apt 204	924	0.453%
2A	2	L20.6A 115-204	115 Charlotte Way, Apt 301	1139	0.558%
2A	2	L20.6A 115-301			

2	L20.GA	115-302	115 Charlotte Way, Apt 302	1139	0.558%
2	L20.GA	115-303	115 Charlotte Way, Apt 303	1139	0.558%
2	L20.GA	115-304	115 Charlotte Way, Apt 304	924	0.453%
2	L19.1H4	119	119 Charlotte Way	1540	0.754%
2	L18.1H4	806	806 Charlotte Way	1540	0.754%
2	L17.GA	810-101	810 Charlotte Way, Apt 101	1139	0.558%
2	L17.GA	810-102	810 Charlotte Way, Apt 102	1139	0.558%
2	L17.GA	810-103	810 Charlotte Way, Apt 103	1139	0.558%
2	L17.GA	810-104	810 Charlotte Way, Apt 104	924	0.453%
2	L17.GA	810-201	810 Charlotte Way, Apt 201	1139	0.558%
2	L17.GA	810-202	810 Charlotte Way, Apt 202	1139	0.558%
2	L17.GA	810-203	810 Charlotte Way, Apt 203	1139	0.558%
2	L17.GA	810-204	810 Charlotte Way, Apt 204	924	0.453%
2	L17.GA	810-301	810 Charlotte Way, Apt 301	1139	0.558%
2	L17.GA	810-302	810 Charlotte Way, Apt 302	1139	0.558%
2	L17.GA	810-303	810 Charlotte Way, Apt 303	1139	0.558%
2	L17.GA	810-304	810 Charlotte Way, Apt 304	924	0.453%
2	L16.12A	814	814 Charlotte Way	980	0.480%
2	L15.13	816	816 Charlotte Way	1237	0.606%
2	L14.12B	818	818 Charlotte Way	980	0.480%
2	L13.12B	820	820 Charlotte Way	980	0.480%
2	L12.13	822	822 Charlotte Way	1237	0.606%
2	L11.12A	824	824 Charlotte Way	980	0.480%
2	L6.F4	110	110 Brian Drive	1540	0.754%
2	L7.F3	112	112 Brian Drive	1184	0.580%
2	L8.F2	114	114 Brian Drive	1020	0.500%
2	L9.F3	116	116 Brian Drive	1184	0.580%
2	L10.F4	118	118 Brian Drive	1540	0.754%
3	L2.12B	121	121 Brian Drive	980	0.480%
3	L3.13	123	123 Brian Drive	1237	0.606%
3	L1.12A	125	125 Brian Drive	980	0.480%
3	L10.12B	127	127 Brian Drive	980	0.480%
3	L11.13	129	129 Brian Drive	1237	0.606%
3	L12.12A	131	131 Brian Drive	980	0.480%
3	L5.12B	847	847 Michelle Court	980	0.480%
3	L4.12A	851	851 Michelle Court	980	0.480%
3	L6.13	849	849 Michelle Court	1237	0.606%
3	L8.12B	848	848 Louise Court	980	0.480%
3	L9.13	850	850 Louise Court	1237	0.606%
3	L7.12A	852	852 Louise Court	980	0.480%
5	L1.F2	201-101	201 Louise Court	1020	0.500%
5	L2.F3	203-102	203 Louise Court	1184	0.580%
5	L3.F2	205-103	205 Louise Court	1020	0.500%
5	L4.F3	207-104	207 Louise Court	1184	0.580%
5	L5.F2	209-105	209 Louise Court	1020	0.500%
5	L9.12A	852-109	852 Brian Drive	980	0.480%
5	L10.12B	848-110	848 Brian Drive	980	0.480%
5	L11.13	850-111	850 Brian Drive	1237	0.606%
5	L12.12A	846-112	846 Brian Drive	980	0.480%
5	L13.13	844-113	844 Brian Drive	1237	0.606%
5	L14.12B	842-114	842 Brian Drive	980	0.480%
5	L15.12B	845-115	845 Louise Court	980	0.480%
5	L16.13	843-116	843 Louise Court	1237	0.606%
5	L17.12A	841-117	841 Louise Court	980	0.480%

7	5	L6.12B	851-106	851 Louise Court	980	0.480%
7	5	L7.13	849-107	849 Louise Court	1237	0.606%
8	5	L8.12A	847-108	847 Louise Court	980	0.480%
8	5	L18.F2	221-118	221 Brian Drive	1090	0.534%
8	5	L19.F3	223-119	223 Brian Drive	1340	0.657%
8	5	L20.F2	225-120	225 Brian Drive	1090	0.534%
8	5	L21.F3	227-121	227 Brian Drive	1340	0.657%
8	5	L22.F2	229-122	229 Brian Drive	1090	0.534%
8	5	L23.F2	851-123	851 Brian Drive	1340	0.657%
9	5	L24.F3	849-124	849 Brian Drive	1090	0.534%
9	5	L25.F2	847-125	847 Brian Drive	1340	0.657%
9	5	L26.F3	845-126	845 Brian Drive	1090	0.534%
9	5	L27.F2	843-127	843 Brian Drive	1090	0.534%
10	5	L28.F2	220	220 Brian Drive	1340	0.657%
10	5	L29.F3	222	222 Brian Drive	1090	0.534%
10	5	L30.F2	224	224 Brian Drive	1340	0.657%
10	5	L31.F3	226	226 Brian Drive	1340	0.657%
10	5	L32.F3	228	228 Brian Drive	1090	0.534%
10	5	L33.F2	230	230 Brian Drive	1340	0.657%
10	5	L34.F3	232	232 Brian Drive	1090	0.534%
10	5	L35.F2	234	234 Brian Drive	1090	0.534%
10	5	L36.F2	825	825 Brian Drive	980	0.480%
11	5	L37.12B	221	221 Lee Court	1237	0.606%
11	5	L38.F3	223	223 Lee Court	980	0.480%
11	5	L39.12A	225	225 Lee Court	980	0.480%
11	5	L40.12A	821	821 Lee Lane	1237	0.606%
11	5	L41.F3	823	823 Lee Lane	980	0.480%
11	5	L42.12B	825	825 Lee Lane	1090	0.534%
12	5	L43.F2	805	805 Lee Court	1340	0.657%
12	5	L44.F3	807	807 Lee Court	1090	0.534%
12	5	L45.F2	809	809 Lee Court	1340	0.657%
12	5	L46.F3	811	811 Lee Court	1340	0.657%
12	5	L47.F3	813	813 Lee Court	1090	0.534%
12	5	L48.F2	815	815 Lee Court	1340	0.657%
12	5	L49.F3	817	817 Lee Court	1090	0.534%
12	5	L50.F2	819	819 Brian Drive	980	0.480%
12	5	L51.12A	821	821 Brian Drive	1237	0.606%
12	5	L52.F3	823	823 Brian Drive	980	0.480%
13	4	L53.12A	214	214 Brian Drive	1237	0.606%
13	4	L55.F3	212	212 Brian Drive	980	0.480%
13	4	L54.12B	210	210 Brian Drive	980	0.480%
13	4	L58.12A	832	832 Lee Lane	1237	0.606%
13	4	L55.F3	834	834 Lee Lane	980	0.480%
13	4	L57.12B	836	836 Lee Lane	980	0.480%
14	4	L61.12A	837	837 Charlotte Way	1237	0.606%
14	4	L60.F3	839	839 Charlotte Way	980	0.480%
14	4	L59.12B	841	841 Charlotte Way	980	0.480%
15	4	L64.12A	824	824 Lee Lane	1237	0.606%
15	4	L63.F3	822	822 Lee Lane	980	0.480%
15	4	L62.12B	820	820 Lee Lane	980	0.480%
16	4	L65.12A	830	830 Lee Lane	1237	0.606%
16	4	L66.F3	828	828 Lee Lane	980	0.480%
16	4	L67.12B	826	826 Lee Lane	980	0.480%
17	4	L70.12A	795	795 Lee Lane	980	0.480%

17	4	L69.T3	797 Lee Lane	1237	0.606%
17	4	L68.T2B	799 Lee Lane	980	0.480%
18	4	L71.T2A	793 Lee Lane	980	0.480%
18	4	L72.T3	791 Lee Lane	1237	0.606%
18	4	L73.T2B	789 Lee Lane	980	0.480%
19	4	L74.T2	787 Lee Lane	1100	0.539%
19	4	L75.T2	783 Lee Lane	1100	0.539%
19	4	L76.T2	785 Lee Lane	1100	0.539%
20	4	L77.T2	781 Lee Lane	1100	0.539%
20	4	L78.T2	777 Lee Lane	1100	0.539%
20	4	L79.T2	779 Lee Lane	1100	0.539%
21	4	L80.T2	775 Lee Lane	1100	0.539%
21	4	L81.T2	773 Lee Lane	1100	0.539%
21	4	L82.T2	771 Lee Lane	1100	0.539%
22	4	L83.T2	831 Charlotte Way	1100	0.539%
22	4	L84.T2	833 Charlotte Way	1100	0.539%
22	4	L85.T2	835 Charlotte Way	1100	0.539%
23	6	L86.T2	840 Melissa Court	1100	0.539%
23	6	L87.T2	842 Melissa Court	1100	0.539%
23	6	L88.T2	844 Melissa Court	1100	0.539%
24	6	L89.T2	846 Melissa Court	1100	0.539%
24	6	L90.T2	848 Melissa Court	1100	0.539%
24	6	L91.T2	850 Melissa Court	1100	0.539%
25	6&1	L92.T2	852 Melissa Court	1100	0.539%
25	1&6	L93.T2	854 Melissa Court	1100	0.539%
25	1	L94.T2	856 Melissa Court	1100	0.539%
Totals:				204112	100.000%

State of Pennsylvania
 County of Cumberland **SS**
 Recorded in the office for the recording of Deeds
 etc. in and for Cumberland County, Pa.
 Misc Book 361 Vol. Page 374
 I witness my hand and seal of office, at
 State Pa this 7 day of May 1889
Patricia J. Vance
 Recorder

55
59

CODE OF REGULATIONS
OF WESTWOOD VILLAGE CONDOMINIUM

Table of Contents

<u>Article</u>	<u>Title</u>	<u>Page</u>
I	IDENTIFICATION OF THE PROPERTY AND DEFINITIONS	1
	§1. Identification of the Property	1
	§2. Definitions	1
II	ADMINISTRATION; APPLICABILITY	1
	§1. Administration	1
	§2. Applicability	2
III	PRINCIPAL OFFICE	2
IV	THE COUNCIL	2
	§1. Management of the Property; Number and Qualification	2
	§2. Term and Compensation	2
	§3. Nominations and Elections	3
	§4. Vacancies	3
	§5. Removal	4
	§6. Organizational Meeting	4
	§7. Meetings	4
	§8. Regular Meetings	4
	§9. Quorum	4
	§10. Unit Owners Attendance at Meetings	5
V.	OFFICERS OF THE COUNCIL	5
	§1. Designation	5
	§2. Election of Officers	5
	§3. Duties of the President	5
	§4. Duties of the Vice President	6
	§5. Duties of the Secretary	6
	§6. Duties of the Treasurer	6
	§7. Compensation	7
	§8. Resignation and Removal	7
	§9. Filling Vacancies	7
	§10. Execution of Instruments	7
VI	UNIT OWNERS	7
	§1. Place of Meetings	7
	§2. Annual Meetings	8
	§3. Special Meetings	8
	§4. Notices	8
	§5. Record Date	9
	§6. Quorum	9
	§7. Number of Votes	10
	§8. Proxies	10
	§9. Action by Unit Owners	10
	§10. Actions of Unit Owners Without a Meeting	10
	§11. List of Unit Owners	10
	§12. Order of Business	10

JAN 29 3 16 PM '75
RECORDED OF DEEDS
PENNSYLVANIA
COUNTY

<u>Article</u>	<u>Title</u>	<u>Page</u>
VII	POWERS, AUTHORITY AND DUTIES OF THE COUNCIL	11
	§1. Powers, Authority and Duties	11
	A. Operation of the Property	12
	B. Preparation of Budget	12
	C. Increases in Assessments	12
	D. Expenditures	13
	E. Employment of Manager	13
	F. Fidelity Bonds	13
	G. Taxes; Water and Sewer Costs	13
	H. Hire Employees	14
	I. Collection of Delinquencies	14
	J. Legal Counsel, etc.	14
	K. Operating Accounts	14
	L. Audits and Books of Account	15
	M. Rules and Regulations	15
	N. Insurance	15
	O. Collection of Proceeds	15
	P. Prosecution of Eminent Domain Proceedings	15
	Q. Purchase of Units	16
	R. Lease or License of Common Elements	16
	S. Designation of Title Holder	16
	T. Leases	16
	U. Personal Property	16
	V. Additions and Improvements	17
	W. Incidental Acts	17
	§2. Limitation of Council's Liability	17
	§3. Indemnification of Council Members	18
	§4. Language Concerning Liability in Agreement	19
	§5. Notice of Suit and Opportunity to Defend	19
VIII	INSURANCE: DAMAGE AND DESTRUCTION	19
	§1. Insurance for Benefit of Unit Owners	19
	§2. Master Policies	19
	§3. Types of Insurance	20
	§4. Unit Owner's Insurance	22
	§5. Improvements by Unit Owners	22
	§6. Proceeds of Insurance	22
	§7. Adjustment of Loss	22
	§8. Distribution of Proceeds	22
	§9. Repair or Reconstruction of Casualty Damage	22
	§10. Substantial Total Destruction	24
IX	EMINENT DOMAIN: OBSOLESCENCE	26
	§1. Eminent Domain	26
	§2. Obsolescence	26
X	LEASE OF UNITS	27
	§1. Lease of Units	27
XI	MORTGAGES	27
	§1. Notification of Council	27
	§2. Report of Unpaid Assessments	27
	§3. Copies of Notices	28
	§4. Notices of Damage	28
	§5. Examination of Books	28
	§6. Rights of First Mortgagees	28

<u>Article</u>	<u>Title</u>	<u>Page</u>
	§7. No Participation in Adjustment of Losses	28
	§8. Provisions for the Protection of the Construction Mortgagee	29
XII	FISCAL YEAR	30
	§1. Fiscal Year	30
XIII	AMENDMENTS TO CODE OF REGULATIONS	31
	§1. Proposal	31
	§2. Vote Required	31
	§3. Effective Date	31
XIV	PARLIAMENTARY RULES	31
	§1. Parliamentary Rules	31
XV	MISCELLANEOUS	32
	§1. Failure of the Council to Insist Upon Strict Performance Is No Waiver	32
	§2. Captions	32
	§3. Gender, Singular, Plural	32
	§4. Severability	32
	§5. Effective Date	32

CODE OF REGULATIONS
OF WESTWOOD VILLAGE CONDOMINIUM

THIS CODE OF REGULATIONS is made this 29th day of January, 1975, by the following individuals, John E. Swan, Catherine Magill, Frank Wilson, Franklyn Failing, and Margaret Failing, all of whom constitute the first members of the Council of WESTWOOD VILLAGE CONDOMINIUM.

ARTICLE I

IDENTIFICATION OF THE PROPERTY
AND DEFINITIONS

§1. Identification of the Property. This Code of Regulations is the Code of Regulations which is adopted pursuant to the Unit Property Act of Pennsylvania, Act of July 3, 1963, P.L. 196 (68 P.S. §700.101 et seq.) for the regulation and management of the Property known and identified as WESTWOOD VILLAGE CONDOMINIUM which was submitted to the provisions of the Act by Declaration Creating and Establishing Westwood Village Condominium bearing even date herewith made by M. L. W. Construction Corporation, a Maryland Corporation, and Recorded in the Office for the Recording of Deeds in and for Cumberland County, Pennsylvania, in Deed Book , Page and the accompanying Declaration Plan which was Recorded in said Office in Plan Book , Page .

§2. Definitions. The following terms when used in this Code of Regulations shall have the same meanings ascribed to them in §1 of the Declaration referred to in §1 of this Article I, viz. "Act"; "Assessment"; "Building"; "Code of Regulations"; "Common Elements"; "Common Expenses"; "Common Interest"; "Common Receipts"; "Common Profits"; "Condominium"; "Condominium Documents"; "Council"; "Declarant"; "Declaration"; "Declaration Plan"; "Documents"; "Land"; "Majority" or "Majority of Unit Owners"; "Person"; "Property"; "Recorded"; "Revocation"; "Tract 1," "Tract 2" and "Tract 3"; "Unit"; "Unit Deed"; "Unit Designation"; "Unit Owner"; and "Voting Representative" of a Unit Owner means the person who is entitled pursuant to the provisions of §14 of the Declaration to cast votes for such Unit Owner.

ARTICLE II

ADMINISTRATION; APPLICABILITY

§1. Administration. The administration and management of Westwood Village Condominium and the Property and the actions of the Council and the Unit Owners shall be governed by the Code of Regulations.

§2. Applicability. All present and future Unit Owners, tenants, their licensees, customers, business invitees, servants, agents, employees and any other person or persons that shall be permitted to use the Property shall be subject to the Code of Regulations and to the Rules and Regulations (as defined in Paragraph M of §1 of Article VII of the Code of Regulations) made and promulgated by the Council. Acquisition, rental or occupancy of any Unit shall be conclusively deemed to mean that the Unit Owner, tenant or occupant has accepted and ratified the Code of Regulations and the Rules and Regulations of the Council and will comply with them.

ARTICLE III

PRINCIPAL OFFICE

§1. Principal Office. The principal office of Westwood Village Condominium and of the Council shall be located initially at 5082 Lilac Lane, Swatora Township, Harrisburg, Pennsylvania, but thereafter may be located at such other suitable and convenient place or places as shall be permitted by law and designated by the Council.

ARTICLE IV

THE COUNCIL

§1. Management of the Property; Number and Qualification. The Council shall manage the business, operation and affairs of Westwood Village Condominium and the Property on behalf of the Unit Owners in compliance with and subject to the provisions of the Act, this Code of Regulations and the Declaration. The Council shall consist of five natural individuals, each of whom shall be at least twenty-one years of age. A person need not be a Unit Owner to qualify for membership in the Council.

§2. Term and Compensation. The first members of the Council shall be persons designated as such in the Declaration, and they shall serve until their successors shall have been elected at the first annual meeting of the Unit Owners. At any annual election in which the Declarant shall be entitled to select a majority of the members of the Council as provided in §26(ii) of the Declaration all members of the Council shall be elected for a term of one year. At the first annual election in which the Declarant shall not be entitled to select a majority of the members of the Council, two members shall be elected to serve for a term of three years, two to serve for two years and one to serve for one year. At all subsequent

elections the member or members of the Council to be elected at such election shall be elected for a term of three years. Each member shall serve until his successor shall be elected and shall serve without compensation.

§3. Nominations and Elections. At least two months preceding the annual meeting of the Unit Owners the President shall appoint a nominating committee of three, at least one of whom (when possible) shall be a member of the Council whose term of office does not expire at the ensuing annual election. The nominating committee, after considering the qualifications of individuals and consulting with the Declarant while the Declarant owns five or more Units, shall select an individual or individuals to be elected as a member of the Council. Such Committee shall report its nominees to the President at least fifteen days prior to the date of the annual meeting.

Any ten Unit Owners, or the Unit Owner of ten or more Units, may nominate candidates to the Council by presenting such nominations in writing signed by them to the Secretary. Such petition shall be presented not less than fifteen days before the annual meeting.

At least ten days prior to the annual meeting the Unit Owners shall be notified in writing of all nominees to the Council and shall be furnished with ballots. The names of all nominees shall be either typed or printed upon all ballots. Where there is more than one candidate such names shall be arranged in alphabetical order.

Those nominees receiving the greater number of votes out of the number to be elected shall be declared elected and in case of a tie vote as to the last place to be filled, a new ballot shall be cast in order to determine the last successful candidate excluding those with a smaller number of votes who shall be declared defeated. Cumulative voting shall not be permitted.

Unit Owners or their Voting Representative may cast their vote prior to the annual meeting by depositing their ballots with the Secretary, to be opened by him at the meeting, and are not required to be present at the meeting to cast their ballots for the election of the members of the Council.

§4. Vacancies. If the office of any member of the Council shall become vacant by reason of his death, resignation, retirement, disqualification, removal from office or otherwise, the remaining members of the Council, at a special meeting duly called for such purpose, shall choose a successor, who shall serve for the remaining unexpired term of the member replaced.

§5. Removal. Members of the Council (except those selected by the Declarant pursuant to the provisions of §26(ii) of the Declaration) may be removed with or without cause, by the affirmative vote of Unit Owners or their Voting Representatives having two-thirds of the votes cast at any annual or special meeting of the Unit Owners duly called for such purpose, in which case the provisions of §4 of this Article IV shall also apply.

§6. Organizational Meeting. The first or organizational meeting of each newly elected Council shall be held immediately upon adjournment of the meeting of the Unit Owners at which they were elected and at the same place where the meeting of the Unit Owners was held, provided a quorum is present. If a quorum of the Council is not then present, such first or organizational meeting shall be held as soon thereafter as may be practicable provided notice is given to each member of the Council as set forth in §7 of this Article IV or unless waived as provided in §8 of this Article IV.

§7. Meetings. The Council shall meet regularly at least once a month on the first Thursday of each month or on such other day as the Council may fix. At the meeting to be held on the first Thursday of November of each calendar year the Council shall adopt the budget specified in Paragraph B of §1 of Article VII of the Code of Regulations. The meetings shall be held at the principal office of Westwood Village Condominium or at such other places as the Council may determine. The annual meeting of the Council shall be held immediately following the annual meeting of the Unit Owners at the place where such annual meeting of the Unit Owners is held. A special meeting of the Council may be called by the President or Vice President on two days notice given either in writing, in person, by telephone, or by wire, to each member of the Council. Such special meeting must be called on the demand or request of two members of the Council.

§8. Regular Meetings. Regular meetings once established may thereafter be held without notice at the time and place agreed upon by the Council. If the time or place of a regular meeting be changed by circumstances beyond the control of the Council, notice of the change shall be given in the same manner as for a special meeting. Notice of a regular or special meeting need not be given to any member of the Council who submits a waiver of notice, whether such waiver be before or after the meeting. Attendance at the meeting shall be deemed to be a waiver of notice thereof.

§9. Quorum. At all duly convened meetings of the Council, a Majority of the members of the Council shall constitute a quorum for the transaction of business except as otherwise expressly provided in the Code of Regulations or by law. Each member of the Council shall be entitled to cast one vote and the acts of the majority of the members of the Council present at such meeting at

which a quorum is present shall be the acts of the Council. If at any meeting of the Council there shall be less than a quorum present, the members of the Council present may adjourn the meeting from time to time, and at any such adjourned meeting at which a quorum is present, any business that might have been transacted at the meeting as originally called, may be transacted without further notice to any such members.

§10. Unit Owners Attendance at Meetings. Except for the meeting to approve and adopt the budget of the Council as stated in §7 of this Article IV, Unit Owners shall have no right to attend the meetings of the Council, but the Council may, in its sole discretion, elect to allow the Unit Owners to attend a particular meeting or meetings. If the Council does elect to allow the Unit Owners to attend a particular meeting, the Secretary of the Council shall give a notice of such meeting to the Unit Owners at least three days prior to the said meeting; provided however that the failure to give such notice shall neither invalidate any actions taken by the Council at said meeting nor impose any liability on the Council or the members or officers of the Council for the failure to give said notice. Notwithstanding anything contained in this §10, all Unit Owners shall have the right to attend and be heard, but not the right to vote, at the meeting of the Council at which the budget of the Council and Westwood Village Condominium shall be adopted by the Council. Unit Owners shall receive notice of said meeting in the manner provided in §4 of Article VI of the Code of Regulations by the Secretary of the Council at least ten days, but not more than twenty days prior to said meeting.

ARTICLE V

OFFICERS OF THE COUNCIL

§1. Designation. The officers of the Council shall be a President, Vice President, Secretary and Treasurer. The Secretary may be eligible to the office of Treasurer. All officers shall be members of the Council.

§2. Election of Officers. The officers of the Council shall be elected annually by the Council at the organization of each new Council and shall hold office until their successors are elected or appointed by the Council and qualify.

§3. Duties of the President. The President shall be the chief executive officer of the Council and shall preside at all meetings of the Unit Owners and of the Council. He shall have the general powers and duties usually vested in the office of the President of a Pennsylvania business corporation including but not limited to, the power to appoint committees from among the Unit Owners from time to time as he may deem appropriate to assist in the conduct of the affairs of the Council.

§4. Duties of the Vice President. The Vice President shall perform all duties as shall be delegated to him by the President. He shall serve as chairman of the respective committees which the President shall deem appropriate. The Vice President shall exercise the powers and perform the duties of the President in his absence or disability.

§5. Duties of the Secretary. The Secretary shall attend all meetings of the Council and all meetings of the Unit Owners and shall record all votes and the minutes of all meetings and proceedings, including resolutions, in a minute book to be kept for that purpose. He shall have charge of the minute book and such records and papers as the Council shall direct and perform all duties incident to the office of Secretary of a Pennsylvania business corporation including the sending of notices of meetings to the Unit Owners, the Council and committees and such other duties as may be prescribed by the Code of Regulations or by the Council or the President. He shall keep at the Council's office a record of the names and addresses of all Unit Owners and the information specified in §11 of Article VI of the Code of Regulations, as well as copies of the Declaration, the Declaration Plan, the Code of Regulations and the Rules and Regulations adopted by the Council, all of which shall be available at the office of the Council for inspection by Unit Owners or prospective Unit Owners during regular business hours. The Secretary shall keep or cause to be kept the register of holders of mortgages secured upon the Units referred to in Article XI hereof.

§6. Duties of the Treasurer. The Treasurer shall have charge and custody of, and be responsible for, the funds and securities of the Council and shall deposit all monies, checks and other valuable effects in the name and to the credit of the Council in such depositories as may from time to time be designated by the Council. He shall disburse the funds of the Council as may from time to time be ordered by the Council or by the President, making proper vouchers for such disbursements. He shall keep or cause to be kept full, complete and accurate accounts and records of all financial transactions of the Council and shall submit or cause to be submitted to the Council and the Unit Owners such reports thereof as the law, the Declaration, the Council or the Code of Regulations may from time to time require. Such accounts and records shall include, without limitation, chronological listings of all Common Receipts and Expenses on account of the Common Elements and each Unit, and any other expense incurred, the amount of each Assessment for Common Expenses and Assessments applicable to the Units, if any, and the amounts paid and the amounts due on such Assessments by the Unit Owners. Such records shall specify and itemize the maintenance, repair and replacement expenses relating to the Common Elements and any other expenses incurred by the Council. The foregoing financial records shall be kept at the Council's office and shall be available there for inspection by Unit Owners or prospective Unit Owners during regular business hours. He shall direct and perform all duties incident to the office of Treasurer of a Pennsylvania business corporation.

§7. Compensation. The officers of the Council shall serve without compensation unless such is approved by a Majority of Unit Owners. If any compensation shall be paid it shall be treated as a Common Expense. Appointment or election as an officer shall not carry with it an automatic contractual right to compensation. The officers of the Council shall be entitled to reimbursement for all expenses reasonably incurred in the discharge of their duties.

§8. Resignation and Removal. Any officer of the Council may resign at any time by written notice to the Council, such resignation to become effective at the next Council meeting. Any member of the Council who resigns or is removed as a member of the Council shall also be deemed to have resigned or been removed, ipso facto, from any Council office he may have held. Any officer of the Council may be removed from his office at any time, by a majority vote of the Council whenever in the best judgment of the members of the Council the interests of the Unit Owners will be best served thereby, or by vote of the Unit Owners with or without cause, in the same manner as set forth for the removal of members of the Council in §5 of Article IV of the Code of Regulations.

§9. Filling Vacancies. Vacancies caused by resignation or removal of any officer shall be filled by a majority vote of the other members of the Council.

§10. Execution of Instruments. No agreement, contract, check, deed, lease, mortgage or other instrument shall be binding upon the Council and the Unit Owners unless signed by two officers of the Council, except as such power may be otherwise delegated to the Manager as provided in §1 of Article VII of the Code of Regulations. The liability of the Unit Owners, the Council or any officer of the Council under any instrument binding or purporting to bind the Unit Owners or the Council shall be governed by the provisions of §4 of Article VII of the Code of Regulations.

ARTICLE VI

UNIT OWNERS

§1. Place of Meetings. All annual and special meetings of the Unit Owners shall be held at the principal office of Westwood Village Condominium or at such other suitable and convenient place as may be permitted by law and from time to time fixed by the Code of Regulations or the Council and designated in the notices of such meetings.

§2. Annual Meetings. The first annual meeting of the Unit Owners shall be held within thirty days after the date on which title to Units then submitted to the provisions of the Act and having Common Interests in the Common Elements in excess of seventy percent shall have been conveyed by the Declarant to Unit Owners other than the Declarant or within one year following the date of Conveyance of the first Unit, whichever shall first occur. Subsequent annual meetings shall be held at 7:30 P.M. on the first Monday of April of each year, or at such other date and time as the Council may determine but not more than one hundred fifty nor less than ninety days after the end of the fiscal year of Westwood Village Condominium as specified in Article XII of the Code of Regulations.

At the annual meeting, the Unit Owners (and, the Declarant pursuant to §26(ii) of the Declaration) shall elect the members of the Council unless such action is taken pursuant to the provisions of §10 of this Article VI. The Unit Owners also may conduct whatever other business may be required or permitted by law, the Declaration or the Code of Regulations, to be done by a vote of the Unit Owners. The Treasurer of the Council shall present at each annual meeting an audit (certified by an independent certified public accountant) of the Common Expenses, Common Receipts and Common Profits, and the allocation thereof to each Unit Owner, and the Treasurer shall report on any changes expected for the current fiscal year. Such audit shall be delivered to all Unit Owners not less than ten days prior to the annual meeting.

§3. Special Meetings. Special meetings of the Unit Owners may be called at any reasonable time and from time to time if requested by any two members of the Council and must be called by the Council upon receipt of written request from Unit Owners entitled to cast 15,000 votes. The Council shall designate the date, time and location of all special meetings of the Unit Owners. Special meetings of the Unit Owners shall be called for the purpose of considering matters which shall be required or permitted by law, the Declaration, or the Code of Regulations, to be done by a vote of the Unit Owners, or for any other reasonable purpose. Action taken at a special meeting shall be confined to the purposes stated in the notice thereof.

§4. Notices. Notice of meetings of the Unit Owners shall be in writing. The Secretary of the Council shall give or cause to be given to the Unit Owners and all members of the Council any notice permitted or required by the Declaration or the Code of Regulations either by hand delivery, or mailing United States Postal Service first class mail addressed to the Unit Owner at such address as the Unit Owner may from time to time specify in writing to the Secretary. This notice shall be deemed given if placed in the Unit Owner's mailbox by hand or when the notice has been duly deposited in a receptacle therefor maintained by the United States Postal Service, postage prepaid. Notice of meetings need not be given to

any Unit Owner who personally, or by his Voting Representative, signs a waiver of notice whether before or after the meeting. The attendance at a meeting of any Unit Owner, or his Voting Representative, without protesting prior to the conclusion of the meeting the lack of proper notice of such meeting, shall constitute a waiver of notice of the meeting by such Unit Owner. If there are co-owners of record of a Unit, notice shall be addressed to all of them, but need be sent or delivered only to their Unit or to one other address designated in writing by them in accordance with the provisions of this §4.

Notices of the annual and special meetings of the Unit Owners shall specify the date, time and location of the meeting, as well as the matters which will be the subject of discussion or vote at such meeting. All notices for the annual meetings shall be given to the Unit Owners at least ten days, but not more than twenty days, prior to such meeting. Notices for special meetings shall be given to the Unit Owners at least fifteen days, but not more than twenty-five days, prior to such meeting. Notices for postponed meetings shall be given at least ten days, but not more than twenty days, prior to the date of the rescheduled meeting.

§5. Record Date. For the purpose of determining the Unit Owners entitled to notice of any meeting of the Unit Owners, or any adjournment thereof, or for the purpose of any other action, the Council shall fix in advance a date as the record date for such determination. Such date shall not be more than thirty nor less than twenty-five days before the date of the meeting. If no record date is fixed, then the date shall be deemed to be the twenty-fifth day before the date of the meeting.

§6. Quorum. No official business may be transacted nor may any binding vote be taken at any meeting of the Unit Owners unless a quorum of Unit Owners is present. A quorum for all meetings shall exist if there is present, in person or by proxy, Unit Owners or their Voting Representatives together entitled to cast at least twenty-five percent of the total outstanding votes of the Unit Owners. The subsequent joinder of a Unit Owner or his Voting Representative in the action taken at a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Person for the purpose of determining a quorum. When a quorum is once present to organize the meeting, it cannot be broken by the subsequent withdrawal of a Unit Owner or Unit Owners or his or their Voting Representatives. If a quorum is not present at any meeting, the Unit Owners present may reschedule the meeting for a later date, allowing time for the required notice which the Secretary shall give or cause to be given to all Unit Owners and which shall include notice that action may be taken at such rescheduled meeting regardless of a normal quorum. A quorum at such rescheduled meeting shall consist of whatever number of Unit Owners and Voting Representatives is present, whether or not their combined votes equal twenty-five percent of the total outstanding votes of the Unit Owners.

§7. Number of Votes. The number of votes which each Unit Owner (including the Declarant) or his Voting Representative shall be entitled to cast in any of the affairs of the Unit Owners requiring a vote, and which votes are assigned to a particular Unit, shall be as provided in §14 of the Declaration.

A Unit which has been acquired by the Council on behalf of all the Unit Owners shall not be entitled to vote so long as it continues to be so held.

§8. Proxies. Any Unit Owner and any Voting Representative may attend all meetings of the Unit Owners either in person or by proxy. Such proxy shall be in writing and shall be delivered to the Council at least one day prior to the meeting for which the proxy has been given. The proxy may be revoked at any time by written notice to the Council. No proxy shall endure for more than one meeting, and any postponements thereof, unless the proxy shall state some longer period of duration, which in any event shall not exceed eleven months. Such proxy shall also become void when the Council has received written notice, given by a responsible person who would have personal knowledge of the fact, of the death or judicially declared incompetence of the grantor of such proxy or of the recording of the transfer of title to the Unit from the grantor of such proxy.

§9. Action by Unit Owners. Except as otherwise provided by law, the Declaration or the Code of Regulations, acts of the Unit Owners shall require the approval of the Unit Owners or their Voting Representatives together entitled to cast in excess of fifty percent of the votes of all Unit Owners or their Voting Representatives present in person or by proxy at a meeting of the Unit Owners at which a quorum is present in person or by proxy.

§10. Actions of Unit Owners Without a Meeting. Any action required or permitted to be taken by a vote of the Unit Owners may be taken without a meeting by the written consent, stating the action so taken, of at least that number of Unit Owners or their Voting Representatives whose votes would otherwise have been sufficient to take the action if a meeting had been held at which all Unit Owners or their Voting Representatives were present.

§11. List of Unit Owners. The Secretary of the Council shall compile and keep up to date at the principal office of the Council a complete list of the Unit Owners and their last known post office addresses. Such list shall also show opposite each Unit Owner's name the Unit Designation of the Unit or Units owned by him, the percentage of Common Interest in the Common Elements assigned to the Unit or Units owned by him, the number of votes which the Unit Owner is entitled to vote at meetings of the Unit Owners and the Voting Representative, if any. This list shall be open to inspection by all Unit Owners and other persons lawfully entitled to inspect the same during regular business hours.

annual meeting of the Unit Owners shall be:

- (a) Calling the roll.
- (b) Proof of notice of the meeting or certification as to waivers.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of the officers.
- (e) Reports of the Council.
- (f) Reports of Committees.
- (g) Selection and appointment of inspectors of election.
- (h) Election of members of the Council.
- (i) Unfinished business.
- (j) New business.
- (k) Adjournment.

The order of business at all other meetings of the Unit Owners shall as far as practical conform to the order of business at the annual meeting insofar as the special purposes of the meeting will permit.

ARTICLE VII

POWERS, AUTHORITY AND DUTIES OF THE COUNCIL

§1. Powers, Authority and Duties. The Council shall have and exercise all lawful powers, authority and duties necessary for the proper conduct and the administration, management and operation of affairs of Westwood Village Condominium and the Property, and may do or cause to be done all such other lawful acts and things as are not by law, by the Code of Regulations and the Declaration or otherwise, directed or required to be done or exercised by the Unit Owners, or by others. In the performance of its duties as the administering body of Westwood Village Condominium and the Property, the Council shall have powers, authority and duties set forth in

the Act and the Documents, including, but not limited to, the following:

A. Operation of the Property. The operation, management, maintenance, renewal, replacement, repair, care, cleaning, upkeep, protection and surveillance of Westwood Village Condominium and the Property, and all other property, real or personal, of the Council held for the benefit of the Unit Owners.

B. Preparation of Budget. The preparation and adoption not later than the first Thursday of November of each calendar year of a budget or estimate of Common Expenses for the next succeeding fiscal year which shall include, but not be limited to, a provision to establish and maintain an adequate reserve fund for the replacement of the Common Elements. In connection with the sale of each Unit, a working capital fund for the initial months of operation of the Westwood Village Condominium shall be established in a minimum amount of two months of the estimated annual Common Expenses for each such Unit. The total amount of such budget or estimate shall be assessed against all of the Units and the respective Unit Owners thereof, in the same proportion as their respective undivided Common Interests in the Common Elements as set forth in the Declaration. The proportionate amounts thus found applicable to each Unit shall be payable by the Unit Owner thereof to the Council in twelve equal monthly installments on the first day of each month of each year. On or before the due date of the first monthly installment, the Council shall prepare and deliver or mail to each Unit Owner and person holding a first mortgage upon a Unit who has given the information set forth in §1 of Article XI of the Code of Regulations, a statement showing the amount thereof and the amount assessed against such Unit for the entire fiscal year, and shall not be obligated to give notice of any subsequently accruing monthly payments for such fiscal year; and the omission of notice of such installment shall not relieve such Unit Owner from his obligation to pay such monthly installments promptly when and as they become due and payable. The omission by the Council to fix the Assessments for the next fiscal year shall not be deemed a waiver or modification in any respect of the provisions of the Code of Regulations or of the other Documents, or a release of the Unit Owners from the obligation to pay the Assessments, or any installment thereof for any such year, but the Assessment fixed for the preceding fiscal year shall continue until a new Assessment is fixed.

C. Increases in Assessments. To adjust or increase the amount of any annual Assessment for Common Expenses and monthly installments thereof, and to levy and collect in addition thereto, special Assessments for Common Expenses in such amounts as the Council may deem proper, whenever the Council is of the opinion it is necessary to do so in order to meet increased operating or maintenance costs, or additional capital expenses, or because of emergencies; provided, however, that all such increased or special

Assessments shall be made or levied against the Unit Owners and the Units owned by them respectively, in the same proportions or percentages as provided in Paragraph B of §1 of this Article VII.

D. Expenditures. To use and expend any sum collected from such Assessments for the operation, management, maintenance, renewal, replacement, repair, care, cleaning, upkeep, surveillance and protection of the Property and all of the real and personal property of the Council held for the benefit of the Unit Owners. No expenditures for capital improvements in excess of \$5,000 for any one item shall be made by the Council without the affirmative vote of the Unit Owners or their Voting Representatives representing a majority of the total votes at an annual meeting or special meeting called for that purpose at which a quorum was present. In the event there shall be any Common Profits remaining at the end of each fiscal year, then the same shall, in the discretion of the Council, either be returned to the Unit Owners in the same proportion as their respective Common Interests therein or be credited in said proportion to the next monthly installments due from the Unit Owners under the current fiscal year's budget, until exhausted.

E. Employment of Manager. To employ a professional Managing Agent (herein called the "Manager") to manage the Property. The Manager shall be subject to the control of the Council at all times. The Council shall have the power to fix the Manager's compensation and to set forth and define the details of the Manager's powers and duties; provided, however, that any agreement with the Manager shall be in writing and shall provide that it may be terminated for cause on ninety (90) days' written notice and that the term of any such agreement shall not exceed three years. The compensation of the Manager shall be paid by the Council as part of the Common Expenses. Notwithstanding the foregoing, until the satisfaction of record of the Mortgage referred to in §27 of the Declaration, the Council shall not select any Manager without the prior written consent and approval of the Trustees of HNC Mortgage and Realty Investors which consent and approval shall be required as to the form and substance of any agreement with a Manager; provided, however, that such consent and approval may not be withheld unreasonably.

F. Fidelity Bonds. To obtain fidelity insurance coverage as required by §3 of Article VIII of the Code of Regulations. The premiums on such insurance shall be paid by the Council as part of the Common Expenses.

G. Taxes; Water and Sewer Costs. To pay all taxes and assessments levied or assessed against any property of the Council held for the benefit of the Unit Owners, exclusive of any taxes or assessments levied against any Unit or otherwise properly chargeable to the Unit Owner or Unit Owners thereof.

Taxes and assessments (if any) which may be levied against the Property as a whole before separate assessments for each Unit are made as provided by Section 701 of the Act shall be paid by the Council and shall be included in the budget and paid by the Unit

Owners as a Common Expense. All liens against the Common Elements of any nature including taxes and special assessments levied by governmental authorities shall be paid by the Council and shall be assessed by the Council against the Unit or Units in accordance with their respective Common Interests or to the Common Expense account, whichever in the judgment of the Council is appropriate.

The cost of electricity for common facilities (other than as supplied to individual Units) which are assessed, levied and charged against the Property as a whole shall be paid by the Council and shall be included in the budget and paid by the Council as a Common Expense.

The costs of water or sewer which are provided and separately metered to individual Units shall be billed to those Units; the costs of water or sewer which are provided to Buildings and are not separately metered to Units within those Buildings shall be assessed by the Council against the Units in such Buildings in proportion to their respective Common Interests. The costs of water or sewer for common facilities (and not supplied to Units) shall be paid by the Council and shall be included in the budget and paid by the Council as a Common Expense.

H. Hire Employees. To employ and dismiss such clerks, workmen, janitors, watchmen and other personnel, and to purchase or arrange for such services, machinery, equipment, tools, materials and supplies, as in the opinion of the Council may from time to time be necessary for the proper operation and maintenance of Westwood Village Condominium and the Property, except the portions thereof required to be maintained by Unit Owners.

I. Collection of Delinquencies. To collect delinquent levies or Assessments made by the Council against any Units and the respective Unit Owners thereof, and interest thereon, together with such costs and expenses incurred in connection therewith, including but not limited to filing fees, court costs and attorneys' fees whether by suit or otherwise, and to abate nuisances and enforce observances of the Rules and Regulations (as defined in Paragraph M of this \$1) relating Westwood Village Condominium and the Property, by injunction or such other legal action or means as the Council may deem necessary or appropriate.

J. Legal Counsel, etc. To employ or retain legal counsel, engineers and accountants, and to fix their compensation, whenever such professional advice or services may be deemed necessary by the Council for any proper purposes, including but not limited to those hereinbefore or hereinafter referred to in the Code of Regulations or the Declaration.

K. Operating Accounts. To cause such operating accounts, and escrow and other accounts, if any, to be established and opened as the Council may deem appropriate from time to time and as may be consistent with good accounting practices.

L. Audits and Books of Account. (1) To cause a complete audit of the books and accounts of the Council to be made by a competent certified public accountant at the end of each fiscal year, and at such other time or times as may be deemed necessary. The Council shall also prepare at the end of each fiscal year and furnish to all Unit Owners a report of the business and affairs of the Council, showing its transactions and reflecting fully and accurately its financial condition.

(2) To keep detailed books of account, in chronological order, of the receipts and expenditures affecting Westwood Village Condominium and the Property and its administration, and specifying the amount of the Common Expenses, Common Receipts and Common Profits and the portions thereof attributable to each Unit.

M. Rules and Regulations. To make, promulgate and enforce compliance with such reasonable rules and regulations (herein called the "Rules and Regulations") relative to the operation, use and occupancy of the Units, the Common Elements and other portions of the Property (including (1) the assignment to each Unit of the exclusive right to use of certain parking spaces on a uniform, reasonable and equitable basis and (2) the assignment of storage areas within a Building to Units in that Building where no individual storage area is adjacent to a Unit and for the exclusive use of such Unit), and to amend the same from time to time as the Council shall deem necessary or appropriate, which Rules and Regulations when approved by appropriate resolutions shall be binding on the Unit Owners, and the tenants and occupants of Units. A copy of such rules and Regulations and copies of any amendments thereof shall be delivered or mailed to each Unit Owner promptly upon the adoption thereof. The Rules and Regulations shall be subject to change by the affirmative vote of a Majority of all of the Unit Owners.

N. Insurance. To procure and maintain the insurance and keep the Property insured as provided in Article VIII of the Code of Regulations. The Council shall review the insurance requirements and limits thereof once each year. The Council shall pay the premiums on the aforementioned policies as Common Expenses. In the event the amount of any premium on such insurance shall be increased above the normal premium because of a particular use of, or hazard or risk in, a Unit, then the Unit Owner of such Unit shall be solely liable for the increase, and the same shall not constitute a Common Expense.

O. Collection of Proceeds. To collect all proceeds of all casualty or physical damage insurance and to apply the same towards the cost of repair, restoration or replacement of any damaged Property in accordance with the provisions of the Code of Regulations and the Declaration.

P. Prosecution of Eminent Domain Proceedings. To prosecute all proceedings with respect to the taking, injury or

destruction by eminent domain of the Common Elements or any part thereof, or any part of the Property, provided, however, that the Council shall not compromise any claim without the affirmative vote of Unit Owners or their Voting Representatives representing at least a majority of the total outstanding votes of the Unit Owners at an annual meeting or special meeting thereof called for that purpose. The Council shall give notice to each Unit Owner and the first mortgagee of each Unit of any such proceedings and each Unit Owner shall be entitled to participate in any such proceedings. The Council shall also determine whether it shall be appropriate to apply any sums payable with respect to such taking, injury or destruction to the repair or replacement of the Common Elements or Property injured or destroyed as a result thereof and shall distribute any sums not so applied as provided in Article IX of the Code of Regulations.

Q. Purchase of Units. In order to protect the Council's right to collect unpaid Assessments which are a charge against a Unit, it shall have the right to purchase, on behalf of the Unit Owners, at sheriff's sale any Unit in Westwood Village Condominium, provided that action shall be authorized by the affirmative vote of a majority of the members of the Council. To purchase a Unit for use by the superintendent employed by the Council and to purchase, hold, lease, sublet, sell, convey and mortgage such Units acquired pursuant to the provisions of the preceding sentence. The Council may borrow all or a part of the funds necessary to effect any such purchase. Payment of the purchase price shall be made from the Common Receipts and any income from any resale, mortgage or lease shall be deemed to constitute Common Receipts.

R. Lease or License of Common Elements. To lease or license the use of Common Elements in a manner not inconsistent with the rights of the Unit Owners, including, but not limited to leases of portions of the Common Elements to the Declarant.

S. Designation of Title Holder. To designate a nominee for the purpose of acquiring title to any Unit and/or to designate and enter into a trust agreement with two or more members of the Council to act as trustees on behalf of the Council and Unit Owners for the purpose of holding title to any Units purchased by the Council in trust for the Council and the Unit Owners and/or to execute mortgages and leases as such trustees.

T. Leases. To enforce the provisions regarding leases as provided in Article X of the Code of Regulations.

U. Personal Property. To acquire, hold and lease in

the name of the Council, the Council's nominee, or the trustees appointed by the Council pursuant to Paragraph S of this §1, for the benefit of the Unit Owners, tangible and intangible personal property and to dispose of the same by sale or otherwise. The beneficial interest in such personal property shall be in the Unit Owners and shall be deemed part of the Common Elements and shall not be transferable except as part of the transfer of title to a Unit. The transfer of title to a Unit shall transfer to the grantee ownership of the grantor's share of the beneficial interest in such personal property.

V. Additions and Improvements.

(1) Subject to the provisions of the Documents, the Council shall have the right to make or cause to be made such alterations, additions and improvements to the Common Elements as in the Council's opinion may be beneficial and necessary or which are requested in writing by a Unit Owner or Unit Owners and the holders of first mortgages thereon. The Council may require the consent in writing before undertaking such work of such Unit Owners and the holders of first mortgages thereon, whose rights, in the sole opinion of the Council, may be prejudiced by such alterations, additions or improvements.

(2) When, in the sole opinion of the Council, the alteration, addition or improvement is general in character the costs therefor shall be assessed as Common Expenses.

(3) When, in the sole opinion of the Council, the alteration, addition or improvement is exclusively or substantially exclusively for the benefit of one or more Unit Owners who requested it, the cost shall be assessed against such Unit Owner or Unit Owners in such proportion as the Council shall determine is fair and equitable. Nothing herein contained shall prevent the Unit Owners affected by such alteration, addition or improvement from agreeing in writing, either before or after the Assessment is made, to be assessed in different proportions.

W. Incidental Duties. To perform such other duties as are contained in the Act and Documents or any amendment or supplement thereto.

§2. Limitation of Council's Liability. The Council and the members of the Council in their capacity as Council members and/or officers of the Council: (a) shall not be liable for the failure of any service to be obtained and paid for by the Council hereunder, or for injury or damage to persons or property caused

by the elements or by another Unit Owner or person on the Property, or resulting from electricity, water, rain or dust which may leak or flow from the outside or from any parts of any Buildings or other improvements constructed on the Property, or from any of their pipes, drains, conduits, appliances, or equipment, or from any other place unless caused by willful misconduct or gross negligence of the Council; (b) shall not be liable to the Unit Owners as a result of the performance of their duties for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or gross negligence; (c) shall have no personal liability in contract to a Unit Owner or any other person or entity under any agreement, deed, lease, mortgage, instrument or transaction entered into by them on behalf of the Council or the Unit Owners in the performance of their duties; (d) shall have no personal liability in tort to a Unit Owner or any other person or entity direct or imputed, by virtue of acts performed by them, except for their own individual willful misconduct or gross negligence in the performance of their duties or acts performed for them; and (e) shall have no personal liability arising out of the use, misuse or condition of the Property, or which might in any other way be chargeable against or imputed to them as a result or by virtue of their performance of their duties except for their own individual willful misconduct or gross negligence.

§3. Indemnification of Council Members. Each member of the Council in his capacity as a Council member and/or officer and his heirs, executors and administrators shall be indemnified by the Unit Owners against all liabilities and expenses, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being or having been a member and/or officer of the Council, or any settlement thereof, whether or not he is a Council member and/or officer at the time such expenses are incurred, except in such cases wherein the Council member and/or officer is adjudged guilty of gross negligence or willful misconduct in the performance of his duties; provided that, in the event of a settlement, the indemnification shall apply only if and when the Council (with the affected member abstaining) acting upon advice of legal counsel, approves such settlement and reimbursement as being in the best interests of the Unit Owners. The indemnification by the Unit Owners set forth in this §3 of this Article VII shall be paid by the Council on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any rights to which such Council member and/or officer may be entitled as a matter of law or agreement or vote of Unit Owners or of the Council or otherwise.

§4. Language Concerning Liability in Agreement. Every agreement, deed, lease, mortgage, instrument or other transaction entered into by the Council on behalf of the Westwood Village Condominium and the Property shall provide that the Council and the officers executing the same are acting only as agents for the Unit Owners and shall have no personal liability thereunder (except to the extent, if any, that they may also be Unit Owners at the time any such liability is assessed), that any claim by the other party or parties thereto in respect thereto or to the subject matter thereof shall be asserted against the Council, which shall act on behalf of the Unit Owners in respect thereto, that any liability thereunder or in respect of the subject matter thereof shall be borne by those Persons who are Unit Owners at the time such liability is assessed by the Council as a Common Expense, for which Assessment each such Unit Owner shall be liable only severally to the extent of his Common Interest in the Common Elements.

§5. Notice of Suit and Opportunity to Defend. Complaint brought against the Council, or the officers, employees or agents thereof, in their respective capacities as such, or the Property as a whole, or the Unit Owners as a class, shall be directed to the Council, which shall give written notice thereof promptly to the Unit Owners and the mortgagees who shall have registered with the Council pursuant to the provisions of §1 of Article XI of the Code of Regulations, and shall be defended by the Council. The Unit Owners and such mortgagees shall have no right to participate other than through the Council in such defense.

ARTICLE VIII

INSURANCE; DAMAGE AND DESTRUCTION

§1. Insurance for Benefit of Unit Owners. Except for title insurance, the Council shall obtain and maintain, to the extent available, insurance on the Buildings and all other insurable improvements upon the Land, including but not limited to, all of the Units, the heating and air cooling apparatus and equipment and other fixtures installed therein as supplied by the Declarant, together with the service machinery and equipment and all other personal property as may be held and administered by the Council for the benefit of the Unit Owners, covering the interest of the Council and all Unit Owners and their mortgagees as their interests may appear. The insurance shall be purchased from recognized insurance companies duly licensed to operate in the Commonwealth of Pennsylvania and holding a financial rating of "AAA" or better and a policyholders' rating of "A" or better according to the latest Best's Insurance Reports.

§2. Master Policies. The Council shall obtain master policies of insurance which shall provide that the loss thereunder shall be paid to the Council if the net proceeds are \$25,000 or

less and to a bank or trust company regularly doing business in Pennsylvania designated by the Council as insurance trustee under the Code of Regulations, if the net proceeds exceed \$25,000. The master policies shall contain a proper mortgagee endorsement (without contribution) which shall provide that any proceeds shall be paid to the Council for the use and benefit of the holders of mortgages on the Units as their interests may appear. Under the same master policies, certificates of insurance shall be issued which indicate on their face that they are a part of such master policies of insurance covering each and every Unit of Westwood Village Condominium and the Common Elements. A certificate of insurance shall be issued to each Unit Owner and the original thereof shall be delivered to the mortgagee, if there be one, or retained by the Unit Owner if there is no mortgagee. The certificate of insurance shall show the relative amount of insurance covering the Unit and Common Interest in the Common Elements and shall provide that improvements to a Unit or Units which may be made by the Unit Owner or Owners shall not affect the valuation for the purposes of this insurance of the Buildings and other improvements upon the Land. Such master insurance policies and certificates shall contain provisions to the extent obtainable by the Council, using its best efforts, that the insurer waives its right to subrogation as to any claim against the Council or Unit Owners, their respective servants, agents, tenants or guests; and of any defense based upon coinsurance or upon the invalidity arising from the acts of the insured, and providing further that the insurer shall not be entitled to contribution from casualty insurance which may be purchased by individual Unit Owners or their mortgagees as hereinafter permitted. The original master policies of insurance shall be deposited with the insurance trustee and memoranda thereof shall be retained by the Council and deposited with any first mortgagee who may require the same. The insurance trustee must acknowledge that the insurance policies and any proceeds thereof will be held in accordance with the terms of the Code of Regulations. The aforesaid policies shall, to the extent obtainable, provide that coverage shall not be prejudiced by any act or neglect of the Unit Owners when not within the control of the Council or by failure of the Council to comply with any warranty or condition with regard to any portion of the premises over which the Council has no control. All policies of insurance shall provide that such policies may not be cancelled or substantially modified without at least thirty days prior written notice of all insureds, including all first mortgagees of the Units, and certificates of such insurance and all renewals thereof, together with proof of payment of premiums, shall be delivered to all Unit Owners and their mortgagees at least thirty days prior to the expiration of the then current policies.

In addition to the foregoing and in the event that the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation become the holders of any first mortgages on the Units, the Council shall obtain and maintain, to the extent available

§3. Types of Insurance. The Property shall be covered by:

(i) Casualty or physical damage insurance in an amount equal to the full replacement value of the Buildings and all other insurable improvements referred to in §1 of this Article VIII, as determined annually by the Council with the assistance of the insurance company affording such coverage. The policies which provide such coverage shall contain, to the extent obtainable, an "agreed amount endorsement" or its equivalent, a "demolition endorsement" or its equivalent, and, if necessary, an "increased cost of construction endorsement" or "contingent liability from operation of building laws endorsement" or its equivalent.

(a) Loss or damage by fire and other hazards covered by the standard extended coverage endorsement together with coverage for the payment of Common Expenses with respect to damaged Units during the period of reconstruction.

(b) Such other risks as from time to time customarily shall be covered with respect to property similar in construction, location and use as the Buildings and other insurable improvements, including but not limited to, sprinkler leakage (if applicable), debris removal, cost of demolition, vandalism, malicious mischief, windstorm and water damage, and such other insurance as the Council may determine. The policies providing such coverage shall provide that, notwithstanding any provisions thereof which give the carrier the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable without the approval of the Council or where in conflict with the terms of the Documents.

(ii) Public liability insurance against claims for bodily injury, death or property damage, such insurance to afford minimum protection in respect of bodily injury or death and/or property damage of not less than \$1,000,000 arising out of a single occurrence, which such insurance shall include, to the extent obtainable, protection against water damage liability, liability for non-owned and hired automobiles and liability of property of others and shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of negligent acts of the Council or other Unit Owners.

(iii) Workmen's compensation insurance to meet the requirements of law.

(iv) Fidelity insurance coverage against dishonest acts on the part of members, officers, employees or agents of the Council or the Manager or volunteers who are responsible for handling funds collected and held for the benefit of the Council or the Unit Owners; such insurance policies shall name the Council as the insured and shall be written in an amount which is sufficient to provide protection which is at least equal to one and one-half times the estimated annual Common Expenses (unless a greater amount is required by FNMA); any such policies shall have added thereto an endorsement covering any persons who serve the Council or the Manager without compensation if the policy would not otherwise cover volunteers.

§4. Unit Owner's Insurance. Each Unit Owner may obtain insurance at his own expense affording coverage upon his personal property and for his personal liability, but all such insurance shall contain the same waiver of subrogation as that referred to in §2 of this Article VIII. Each Unit Owner may obtain physical damage insurance at his own expense upon his Unit, but such insurance shall provide that it shall be without contribution as against the casualty insurance purchased by the Council or shall be written by the same carrier; a copy of any such policy shall be filed with the Council within thirty days after the purchase thereof. If a casualty loss is sustained and there is a reduction in the amount of the proceeds which would otherwise be payable on the insurance purchased by the Council pursuant to §3 of this Article VIII due to proration of insurance purchased by the Unit Owner under this §4, the Unit Owner agrees to assign the proceeds of this latter insurance, to the extent of the amount of such reduction, to the insurance trustee to be distributed as provided in the Code of Regulations.

§5. Improvements by Unit Owners. Each Unit Owner shall be required to notify the Council of all improvements made by him to his Unit, the value of which is in excess of One Thousand Dollars.

§6. Proceeds of Insurance. All proceeds payable as a result of casualty losses sustained which are covered by insurance purchased by the Council as hereinabove set forth shall be paid as provided in §2 of this Article VIII. The sole duty of the insurance trustee, and the duty of the Council with respect to insurance proceeds paid to the Council, shall be to receive such proceeds as are paid and to hold the same in trust for the purpose elsewhere stated in the Code of Regulations, and for the benefit of the Unit Owners and their respective mortgagees.

§7. Adjustment of Loss. Each Unit Owner shall be deemed to have delegated to the Council his right to adjust with the insurance companies all losses under policies purchased by the Council.

§8. Distribution of Proceeds. No Unit Owner, or any other party, shall have priority over any rights of the first mortgagees of the Units pursuant to their mortgages in the event of a distribution to the Unit Owners of any insurance proceeds resulting from losses to the Units or the Common Elements. In no event shall any distribution of proceeds be made by the Council or the insurance trustee directly to a Unit Owner where there is a mortgagee endorsement on the certificate of insurance. In such event, any remittances shall be to the Unit Owner and his mortgagee jointly. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by him.