

DECLARATION OF COVENANTS AND RESTRICTIONS

WESTWOOD VILLAGE COMMUNITY ASSOCIATION, INC.

PHASE 1

THIS DECLARATION, made this 29<sup>th</sup> day of January, 1975, by M.L.W. CONSTRUCTION CORPORATION, a Maryland corporation (hereinafter referred to as the "Developer").

W I T N E S S E T H:

WHEREAS, the Developer is the fee simple owner of certain real property located in East Pennsboro Township, Cumberland County, Pennsylvania and more particularly described in Exhibit A attached hereto and made a part hereof, which real property and any other real property which may be deeded by the Developer to WESTWOOD VILLAGE COMMUNITY ASSOCIATION, INC. together with the recreational and other community facilities, improvements and open spaces being developed thereon is hereinafter referred to as the "Community Facilities"; and

WHEREAS, said Community Facilities are being developed for the use and benefit of a residential community consisting of approximately 926 dwelling units to be constructed in five or more phases on five adjacent tracts of real property; and

WHEREAS, the Developer desires to provide for the preservation of values and amenities in said community and for the maintenance and operation of the Community Facilities, and, to such end, desires to subject the real property constituting each of the phases of residential development, as the construction of each such phase is completed, to the covenants, restrictions, easements, charges, assessments and liens hereinafter set forth, each and all of which are for the benefit of the community and each owner therein; and

WHEREAS, in order to so preserve the values and amenities in the community, the Developer has deemed it desirable to create an entity to which the Community Facilities should be deeded and to which should be delegated and assigned the powers and duties of maintaining, operating and administering the Community Facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Developer has incorporated under the laws of the Commonwealth of Pennsylvania, as a non-profit membership corporation, WESTWOOD VILLAGE COMMUNITY ASSOCIATION, INC. as the

entity to which the Community Facilities will be deeded for the purpose of exercising the aforesaid functions; and

WHEREAS, Phase I is being contemporaneously submitted to the provisions of the Unit Property Act of Pennsylvania pursuant to a recorded Declaration Creating and Establishing Westwood Village Condominium, which document also provides that said condominium project can be expanded to 224 dwelling units by including the succeeding three phases of construction which together with Phase I will encompass four of the five tracts of real property constituting the residential community to be served by the Community Facilities; and

WHEREAS, the fifth tract to be included in the residential community is currently zoned for the construction of approximately 702 dwelling units which will not be included in the aforesaid Westwood Village Condominium project.

NOW, THEREFORE, the Developer declares that the real property constituting Phase I, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, assessments, charges and liens (sometimes referred to as the "Covenants and Restrictions") hereinafter set forth.

## ARTICLE I

### DEFINITIONS

Section 1. Definitions. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to WESTWOOD VILLAGE COMMUNITY ASSOCIATION, INC.

(b) "The Properties" shall mean and refer to all such existing real property, and any additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.

(c) "Dwelling Unit" shall mean and refer to any portion of a building situated upon The Properties designated and intended for use and occupancy as a residence by a single family, and may include units so designated under the Unit Property Act of Pennsylvania, single family homes or multifamily buildings.

(d) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any individual Dwelling Unit or any building containing more than one Dwelling Unit under single ownership situated upon The Properties,

but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to any person or entity which holds such interest merely as security for the performance of an obligation, including a mortgagee, unless and until such person or entity has acquired fee simple title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(e) "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article III hereof.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is located in East Pennsboro Township, Cumberland County, Pennsylvania, is herein referred to as "Phase I" and is more particularly described in Exhibit B hereto.

Section 2. Additions to Existing Property and Community Facilities. Additional real property may become subject to this Declaration in the following manner:

(a) At any time within a period of seven years from the date that this Declaration is recorded, the Developer, its successors and assigns, shall have the right, without obtaining the consent of the Members, to bring within the scheme of this Declaration additional real property in future phases of the construction of the residential community referred to above; provided, however, that such real property shall be from among the four tracts of real property which are more particularly described in Exhibits C-1 through C-4 which are attached hereto and made a part hereof; and, provided further, that any such additional real property together with Phase I shall not include or have constructed thereon in excess of 926 Dwelling Units. Such additional real property may, but need not be, part of the Westwood Village Condominium project referred to above.

(b) At any time within a period of seven years from the date that this Declaration is recorded, the Developer, its successors and assigns, shall have the right after obtaining the consent of the Board of Directors of the Association, but without obtaining the consent of the Members, to bring within the scheme of this Declaration additional real property to be used as Community Facilities; provided, however, that the additional real property is from the real property described in Exhibit C-4 and is decided to the Association (at no cost to the Association) with all improvements completed thereon and is free and clear of all indebtedness.

(c) The additions authorized under this Article II shall be made by filing of record in the land records of Cumberland County, Pennsylvania, one or more Supplemental Declarations of Covenants and Restrictions with respect to the additional real property which shall extend the scheme of the Covenants and Restrictions of this Declaration to such additional real property.

(d) Any such Supplemental Declaration may contain such

Declaration. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration within Phase I or within any other real property theretofore added pursuant to a previous Supplemental Declaration except by virtue of the Developer's deeding additional real property to the Association for use as Community Facilities.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Total Membership. The authorized number of memberships of the Association shall be 1,852, of which no more than 926 shall be issued and outstanding at any one time. The memberships shall be of two classes A and B.

Section 2. Class A Membership. Every Owner subject by covenant of record to assessment by the Association shall be a Class A member of the Association. Each Class A Member shall be entitled to one vote for each Dwelling Unit which such Member individually owns of record or which is contained in a building which such Member owns of record; provided, however, that there will be no more than 926 Class A memberships, all having one vote each.

Section 3. Class B Memberships. There shall be 926 Class B memberships, all of which shall be issued to the Developer, or to its nominee or nominees. Each Class B Member shall be entitled to three votes for each Class B membership so held. As each Class A membership comes into existence and is issued, one Class B membership shall lapse and become a nullity. All Class B memberships shall lapse and become a nullity on the first to happen of the following events.

- (a) When the total issued and outstanding Class A memberships equal 926; or
- (b) On October 31, 1981; or
- (c) Upon the written surrender of said Class B memberships by the then holders thereof for cancellation.

### ARTICLE IV

#### PROPERTY RIGHTS IN THE COMMUNITY FACILITIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3 of this Article, every Member shall have a nonexclusive right and easement of enjoyment and use in and to the Community Facilities and such easement shall be appurtenant to and shall pass with the title to each Dwelling Unit which such Member individually owns of record or which is contained in a building which such Member owns of record.

Section 2. Delegation of Right of Enjoyment. Any Member may delegate his right of enjoyment of the Community Facilities to (a) members of his family, (b) his guests, and (c) his tenants who reside within a Dwelling Unit and their families and guests, all subject, however, to the provisions of this Declaration and the Articles of Incorporation and By-Laws of the Association.

Section 3. Extent of Members' Easements. The right and easement of enjoyment and use created hereby shall be subject to the following:

(a) Such easements, agreements and interests as may be applicable to the Community Facilities set forth in Exhibit A at the time of execution of this Declaration or as may be applicable to additional Community Facilities as of the date they are deeded to the Association; and

(b) The right of the Association to make and enforce rules and regulations pertaining to the use and enjoyment of the Community Facilities provided such rules and regulations are consistent with the purposes of this Declaration; and

(c) The right of the Association to levy reasonable admission charges and other fees for the use by Members and their guests of any recreational facility situated within the Community Facilities; and

(d) The right of the Association to limit the number of guests of Members or their tenants; and

(e) The right of the Association to suspend the voting rights and the rights to the use of the Community Facilities (except for rights to the use of streets, roadways and parking areas, which shall not be subject to suspension for any reason) for any period during which any assessment remains unpaid and, for any period not to exceed thirty days, for any infraction of any of the published rules and regulations of the Association; and

(f) The right of the Association to grant rights-of-way and/or easements for any public utility purpose to any governmental agency, public utility or to the Developer for the purpose of the installation and/or maintenance of such utilities as may be necessary to serve any of the Community Facilities or to serve any portion of The Properties; provided, however, that no such easement and/or rights-of-way shall be permanently inconsistent with the enjoyment of the Community Facilities by the Members of the Association.

Any rights of the Association reserved hereby may be exercised by the Board of Directors of the Association except to the extent to which such rights are directed to be exercised by the Members.

Section 4. Title to Community Facilities. The Developer may retain the legal title to the Community Facilities set forth in Exhibit A until such time as it has completed the recreational faci-

lities thereon and until such time as the Association has 87 Class A memberships which are held by Members other than the Developer, but, notwithstanding any provision herein, the Developer hereby covenants, for itself, its successors and assigns, that it shall convey the Community Facilities set forth in Exhibit A to the Association not later than October 31, 1981. Until the transfer of title to such Community Facilities to the Association, the Developer shall perform all of the obligations, covenants, and agreements (including those belonging to the Association following conveyance of title), and shall abide by the restrictions contained herein with respect to such Community Facilities, except for such construction and marketing activities as are consistent with development.

#### ARTICLE V

#### COVENANTS FOR ASSESSMENTS

Section 1. Covenant for Assessments and Creation of Lien and Personal Obligation. The Developer for each Dwelling Unit owned by it or to be created by it within The Properties hereby covenants and each Owner of any individual Dwelling Unit or any building containing more than one Dwelling Unit by acceptance of a deed therefor whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges as provided herein, and (b) special assessments to be fixed, established and collected from time to time, as hereinafter provided. The annual assessments and special assessments, together with interest thereon and costs of collection shall be a charge on the Dwelling Unit or the building containing multiple Dwelling Units which an Owner owns of record and shall be a continuing lien upon the Dwelling Units which an Owner owns of record and against which such assessment is made from the time such assessment is made until paid in full; provided, however, that, where any portion of The Properties has been submitted to the Unit Property Act, no part of the Common Elements of such portion of The Properties shall be subject to assessment by the Association. Each assessment, together with interest thereon and costs of collection, shall also be the joint and several personal obligation of the person, group of persons or entity who was the Owner of the assessed property at the time when the assessment became due. Assessments by the Association, prior to such time as the Developer has transferred title to the Community Facilities set forth in Exhibit A to the Association, shall be paid to the Developer to the extent required to fulfill the purposes set forth in Section 2 below, but shall not exceed the annual sum of \$100.00 for each Dwelling Unit, and none of the funds derived from such assessments may be devoted to expenditures for capital improvements which are the sole responsibility of the Developer.

Section 2. Purpose of Assessment. The assessments levied by the Association shall be used for the purpose of promoting the recreation, scenic enjoyment, health, welfare and safety of the Members and in particular for the maintenance of the Community Facilities, including, but not limited to, the payment of:

(a) All operating expenses of the Community Facilities, including services furnished; and

(b) The cost of necessary management and administration, including fees paid to any Management Agent; and

(c) Taxes and assessments levied against the Association or upon any property which it may own or which the Association is otherwise required to pay; and

(d) The cost of fire and extended coverage insurance, comprehensive liability insurance, fidelity insurance and the cost of such other insurance as the Association may procure; and

(e) The cost of funding an adequate reserve fund for replacement of the improvements included in the Community Facilities; and

(f) The cost of repairs, maintenance and replacements of the Community Facilities.

Section 3. Annual Assessment. It shall be the duty of the Board of Directors of the Association to determine the amount of the annual assessment for each Dwelling Unit (including Dwelling Units in a building under single ownership) for each assessment year. The annual assessment shall be the same for each Dwelling Unit in an assessment year; provided, however, as The Properties are expanded to include more Dwelling Units or as additional Community Facilities are obtained within any given assessment year, an appropriate and uniform adjustment of the remaining installments of such assessment shall be made in accordance with the aforesaid standard of treating each Dwelling Unit alike for each full calendar month during which it was part of The Properties regardless of its size or location. The annual assessment for any Dwelling Unit for any assessment year (after the first annual assessment as provided in Section 5 of this Article) shall become due and payable and a lien against the Dwelling Unit or building containing multiple Dwelling Units on the first day of the first month of each calendar year upon which it became part of The Properties. The Board of Directors of the Association shall give written notice of the annual assessment to each Owner at least thirty days prior to the first day of each assessment year and shall give further written notice of changes in assessments resulting from expansion of The Properties or Community Facilities as soon as practicable after the facts of such expansion are known. Assessments must be made on the basis of equal monthly installments within any assessment

period except as affected by changes resulting from expansion of The Properties or the Community Facilities; said installments shall be payable in advance on the first day of each calendar month.

Section 4. Special Assessments. In addition to the annual assessment authorized by this Article, the Association may from time to time levy a special assessment for the purpose of defraying in whole or in part the cost of any reconstruction or unexpected repair of an improvement located upon the Community Facilities, including the necessary fixtures and personal property related thereto; provided, however, that any special assessment shall only be levied by a resolution approved by a majority vote of each Class of Members (based upon the entire outstanding memberships of each Class) at a meeting duly called for such purpose at which a quorum is present, written notice of which shall have disclosed the purpose of the meeting and shall have been sent to all of the Members at least thirty days in advance of such meeting. The due date for the payment of any special assessment shall be fixed in the resolution authorizing such assessment. Any special assessment levied by the Association pursuant to this Section 4 shall be the same per Dwelling Unit (including Dwelling Units in a building under single ownership).

Section 5. Commencement of Annual Assessment. The annual assessment period shall commence on the first day of the month following the first conveyance by the Developer to the Owner of any Dwelling Unit in Phase I. The first annual assessment shall be made for the balance of the assessment year and shall become due and payable and a lien on the Dwelling Units as of the date of conveyance of the first Dwelling Unit as aforesaid.

Section 6. Reserve for Replacements. The Association must establish and maintain an adequate reserve fund for replacements by the allocation and payment (from each month's installments of the annual assessment) to such reserve fund of an amount to be designated from time to time by the Board of Directors of the Association. Such fund shall be conclusively deemed to be a common fund of the Association and shall be credited upon the books of the Association to the "Paid-in-Surplus" account as a capital contribution by the Members. Such fund shall be deposited in a special account with a lending institution the accounts of which are insured by an agency of the United States of America or may, in the discretion of said Board of Directors, be invested in obligations which are fully guaranteed as to principal by the United States of America. The reserve may be expended only for replacements of the Community Facilities. The proportionate interest of any Member in such reserve shall be considered an appurtenance of his Dwelling Unit (including Dwelling Units included in a building under single ownership) and shall not be separately withdrawn, assigned or transferred or otherwise separated from the property to which it appertains and shall be deemed to be transferred with such Dwelling Unit or Units.



Section 7. Assessment Certificates. The Board of Directors of the Association shall prepare and maintain a roster of the Dwelling Units (including Dwelling Units within a building under single ownership) and the annual and special assessments and charges currently applicable thereto and shall make such roster available for inspection of Members upon request. The Association shall, upon demand, at any reasonable time, furnish to any Owner liable for any assessment or to any first mortgagee of a Dwelling Unit or building containing Dwelling Units a certificate in writing signed by an officer or other authorized agent of the Association, stating whether such assessment or charge is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any assessment or charge therein stated to have been paid. A reasonable charge may be levied in advance by the Association for each certificate so delivered.

## ARTICLE VI

### NON-PAYMENT OF ASSESSMENTS; REMEDIES; SUBORDINATION OF LIEN

Section 1. Non-Payment of Assessments. Any assessment or installment thereof levied pursuant to these covenants which is not paid on the date when due shall be delinquent and shall, together with interest thereon and costs of collection as hereinafter provided, become a continuing lien upon the Dwelling Units against which such assessment is levied pursuant to Section 1 of Article V hereof. All assessments shall bind such Dwelling Unit or building in the hands of an Owner, his heirs, devisees, personal representatives, successors and assigns. The obligation of such Owner to pay such assessment, however, shall also remain such Owner's personal joint and several obligation for the statutory period.

Section 2. Remedies. If any assessment or installment thereof is not paid within thirty days after the due date thereof established by the Board of Directors of the Association, the delinquent amount shall bear interest from the due date thereof until paid at a lawful rate established by resolution of the Board of Directors of the Association at the beginning of each assessment year. The Association may bring an action at law against the Owner personally obligated to pay the same or may foreclose the lien against the Dwelling Unit or building containing multiple Dwelling Units in the manner provided by law. In either event, the Association shall recover from such Owner or out of the proceeds of foreclosure accrued interest and costs of collection, including but not limited to, reasonable attorneys' fees. No Owner may waive or otherwise escape liability for the assessments provided in this Declaration by non-use of the Community Facilities or by abandonment or non-use of his Dwelling Unit or Units.

Section 3. Subordination of Lien. The lien of the assessments provided for in this Declaration shall be subordinate to (a) the lien of any real estate taxes or general or special assessments by the local taxing authorities imposed on the Dwelling Units or building containing multiple Dwelling Units, (b) the lien of any first mortgage now or hereafter placed upon any Dwelling Unit or building containing multiple Dwelling Units subject to assessment, and (c) liens created pursuant to any Declaration Creating and Establishing

assessment to the Council of such Condominium having jurisdiction over any Dwelling Unit or Units. In addition, a first mortgagee of any Dwelling Unit or building containing multiple Dwelling Units who comes into possession of a Dwelling Unit or building containing multiple Dwelling Units pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed in lieu of foreclosure, shall take the Dwelling Unit or building free of any claims for unpaid charges or assessments of the Association at the time, but not after the time, such mortgagee comes into possession of the Dwelling Unit or building (except for claims for a pro rata share of such charges or assessments resulting from a pro rata reallocation of such charges or assessments to all Dwelling Units including the mortgaged premises).

#### ARTICLE VII

##### MANAGEMENT AGENT

Section 1. Management Agent. The Association may employ a professional management agent (the "Management Agent") or other professionals, at a rate of compensation to be established by the Board of Directors of the Association, to perform such duties and services as the Board of Directors shall authorize.

#### ARTICLE VIII

##### INSURANCE; CONDEMNATION

Section 1. Insurance for Benefit of Association. Unless at least three-fourths (3/4ths) of the mortgagees holding first mortgages on real property encompassing three-fourths (3/4ths) of the Dwelling Units give their prior written approval to a different type or amount of insurance coverage, the Association shall obtain and maintain the following insurance coverage:

(a) Insurance coverage on all insurable Community Facilities affording protection against loss or damage by fire and other hazards covered by the standard extended coverage enforcement. Such coverage shall be in an amount equal to the full replacement value of such insurable Community Facilities as determined annually by the Board of Directors with the assistance of the insurance company furnishing such coverage. Insurance proceeds for casualty losses to the Community Facilities, by the terms of the insurance policy or policies, shall be paid to the Association and shall be applied by its Board of Directors to the repair, replacement or reconstruction of such Community Facilities.

(b) Fidelity insurance coverage against dishonest acts on the part of directors, officers, employees or agents of the Association or Management Agent or volunteers or trustees who are responsible

for handling funds collected and held for the benefit of the Association or the Members. The policies effecting such coverage shall name the Association as the insured and shall be written in an amount which is sufficient to provide protection which is equal to at least one and one-half times the total annual assessment which was last assessed by the Association; any such policies shall have added thereto an endorsement covering any persons who serve the Association or its Management Agent without compensation.

(c) Comprehensive public liability insurance coverage which shall insure the Association, each member of its Board of Directors, the Management Agent and each Owner, and (until conveyance of title to the Association of the Community Facilities) the Developer against any liability to the public or to the Owners (and their tenants, invitees, agents and employees) arising out of or incident to the ownership and/or use of the Community Facilities. All policies affecting such coverage shall contain a "severability of interest endorsement" which shall preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association, the Developer or other Owners.

(d) In addition to the foregoing and in the event that a first mortgagee of any Dwelling Unit informs the Association that it intends to assign or sell such mortgage and the mortgage note to the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, the Association shall obtain and maintain, to the extent available, insurance coverage (including policy provisions and endorsements) from such insurance carriers as shall meet the minimum requirements of whichever of such organizations is designated as the prospective first mortgagee.

Section 2. Condemnation Proceeds for Taking of Community Facilities. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of all or part of the Community Facilities, or for any conveyance in lieu of condemnation, shall be paid to the Association to be used for the purposes of the Association as hereinabove set forth.

## ARTICLE IX

### RIGHTS OF FIRST MORTGAGEES

Section 1. First Mortgagee Approvals. Other provisions of this Declaration notwithstanding, the Developer, the Association, the Board of Directors of the Association, and the Members shall not, without the prior written approval of at least three-fourths (3/4ths) of the mortgagees holding first mortgages on real property encompassing three-fourths (3/4ths) of the Dwelling Units in The Properties (based upon one vote for each Dwelling Unit encompassed by any mortgage):

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer any or all of the Community Facilities; provided, however, that the granting of easements for public utilities or for other public purposes which are consistent with the intended use of the Community Facilities or The Properties shall not be deemed to be a transfer for purposes of this paragraph (a).

(b) Change the method of determining annual or special assessments as established and contemplated by this Declaration; or

(c) Amend this Declaration except with respect to subjecting additional real property to the provisions of this Declaration by Supplements hereto as provided in Article II hereof.

(d) By act or omission, waive or abandon the provisions of Article V, Section 2, relating to assessments for operating and other expenses and a provision for an adequate reserve fund for replacements.

Section 2. Notices of Default. Upon written request therefor, first mortgagees of record of any real property encompassing a Dwelling Unit or Units shall be given written notice by the Board of Directors of the Association of any default in payment of assessments or in the discharge of other obligations pursuant to this Declaration not cured within thirty days by the Owner of a Dwelling Unit or building containing multiple Dwelling Units in which such mortgagee has a security interest.

Section 3. Examination of Records. First mortgagees of record of any real property encompassing a Dwelling Unit or Units shall have the right to examine the books and records of the Association at reasonable times and to obtain, upon written request therefor, annual reports and financial data prepared by the Association.

Section 4. Mortgagees' Right to Pay Taxes, etc. First mortgagees of record of any real property encompassing a Dwelling Unit or Units shall have the right jointly or singly, to pay taxes or other charges which are in default and which may or have become a charge against the Community Facilities, and may pay overdue premiums on any insurance policies maintained by the Association or may secure replacement policies on the lapse of any policies covering the Community Facilities and any such first mortgagees which make such payments shall be owed immediate reimbursement therefore from the Association.

## ARTICLE X

### MISCELLANEOUS

Section 1. Enforcement. All of the covenants, restrictions, easements, liens and assessments now or hereafter imposed pursuant

to the provisions of this Declaration may be enforced, in any proceeding in law or in equity, by the Association, by any Member or by any first mortgagee of real estate encompassing any Dwelling Unit or Units or by any other person or entity who has any right to the use of any of the Community Facilities including, without limitation, the use of any of the streets or roadways forming part of the Community Facilities. Failure of the Association or any Owner to enforce any covenant, restriction, easement, lien or assessment created pursuant to this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these Covenants or Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Duration. Except where permanent easements or other permanent rights or interests are herein created, the Covenants and Restrictions of this Declaration shall run with and bind the land of The Properties and the Community Facilities, and shall inure to the benefit of and be binding upon the Developer, the Association and the Owners, and their respective legal representatives, heirs, successors and assigns, for a term of thirty years from the date of recordation of the Declaration, after which the said Covenants and Restrictions shall be automatically extended for successive periods of ten years each.

Section 4. Amendment. Except where permanent easements or other permanent rights or interests are herein created and without altering the unqualified right of the Developer to subject additional real property to this Declaration as provided in Article II hereof, this Declaration may otherwise be amended by an instrument signed by Owners who own real property encompassing at least three-fourths (3/4ths) of the Dwelling Units, subject to the prior approval of first mortgagees as provided in Article IX hereof. Any such amendment must be recorded in the land records of Cumberland County, Pennsylvania. No such amendment shall be effective unless written notice of the amendment is sent to every Owner and first mortgagee of a Dwelling Unit or Units appearing in the records of the Association at least ninety (90) days in advance of the recording of such amendment and unless any corresponding provision contained in the By-Laws of the Association is also amended by the Members as provided for in the By-Laws.

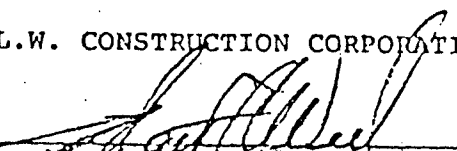
IN WITNESS WHEREOF, the Developer, intending to be legally bound, has executed this Declaration the day and year first above written.

Attest:

  
Michael H. Rubin, Esq.  
Notary Public, Cumberland County, Pennsylvania

M.L.W. CONSTRUCTION CORPORATION

By



STATE OF Penna.  
COUNTY OF Cumberland

SS: \*

On this 29th day of January, 1975, before me, the undersigned, a notary public in and for the jurisdiction aforesaid, personally appeared Martin L. Weil and Michael DeRubin, the President and Secretary, respectively, of M.L.W. Construction Corporation, a Maryland corporation, each of which officers were satisfactorily proven to me to be the persons whose names are subscribed to the foregoing Declaration of Covenants and Restrictions, and each such officer acknowledged to me that, being thereunto duly authorized, they executed the same on behalf of said corporation for the purposes therein contained as its act and deed.

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

Shirley M. Bisset  
SHIRLEY M. BISSET, Notary Public  
(Print Name)

My commission expires:

SHIRLEY M. BISSET, Notary Public  
Mechanicsburg, Cumberland Co., Pa.  
My Commission Expires March 24, 1977

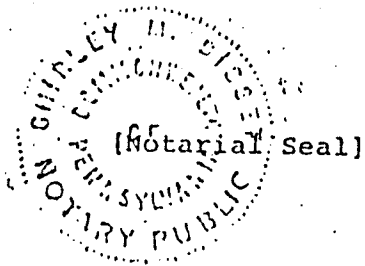


EXHIBIT A

DESCRIPTION OF COMMUNITY FACILITY PROPERTY WESTWOOD VILLAGE,  
EAST PENNSBORO TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA

FIRST PARCEL

Beginning at a point, the intersection of the centerlines of Valley Drive and Charlotte Way, within the land of East Pennsboro Associates, thence through the land of East Pennsboro Associates the following courses and distances:

1. South 35 degrees, 31 minutes, 11 seconds East, a distance of 45.00 feet to a point;
2. East a distance of 110.00 feet to a point;
3. South a distance of 205.00 feet to a point;
4. West a distance of 60.00 feet to a point;
5. South a distance of 155.71 feet to a point;
6. West a distance of 204.20 feet to a point on the centerline of Valley Drive;
7. Thence along the centerline of Valley Drive North 1 degree, zero minutes, zero seconds West, a distance of 144.50 feet to a point;
8. Along a curve to the right having a radius of 300.00 feet for a distance of 296.50 feet (arc) to the point of beginning; containing 1.88 acres, more or less.

SECOND PARCEL

Beginning at a point, on the centerline of Valley Drive 38.86 feet Northeast of the intersection of the centerlines of Valley Drive and Charlotte Way, within the land of East Pennsboro Associates, thence through the land of East Pennsboro Associates the following courses and distances:

1. Along the centerline of Valley Drive, North 62 degrees, 40 minutes, zero seconds East, a distance of 105.95 feet to a point;
2. North 29 degrees, 20 minutes, zero seconds West, a distance of 208.98 feet to a point;
3. North 12 degrees, zero minutes, 37 seconds West, a distance of 560.24 feet to a point;
4. North 54 degrees, 20 minutes, zero seconds West, a distance of 237.00 feet to a point;
5. North 83 degrees, 40 minutes, zero seconds West, a distance of 421.50 feet to a point;
6. South 74 degrees, 46 minutes, 18 seconds West, a distance of 129.63 feet to a point on the property line of East Pennsboro Associates;



7. Thence on said property line South 9 degrees, 9 minutes, 20 seconds East, a distance of 20.11 feet to a point;
8. North 74 degrees, 46 minutes, 18 seconds East, a distance of 127.92 feet to a point;
9. South 83 degrees, 40 minutes, zero seconds East, a distance of 412.50 feet to a point;
10. South 54 degrees, 20 minutes, zero seconds East, a distance of 209.16 feet to a point;
11. South 12 degrees, zero minutes, 37 seconds East, a distance of 145.43 feet to a point;
12. South zero degrees, 3 minutes, 4 seconds West, a distance of 130.34 feet to a point;
13. South 9 degrees, 9 minutes, 20 seconds East, a distance of 392.30 feet to a point;
14. South 28 degrees, 14 minutes, 52 seconds East, a distance of 129.53 feet to the point of beginning; containing 1.51 acres, more or less.

EXHIBIT B

DESCRIPTION OF PHASE I WESTWOOD VILLAGE, EAST PENNSBORO TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA (CONSISTING OF BLOCK 1)

BLOCK 1

Beginning at a point, the intersection of the centerlines of Brian Drive and Michelle Court, within the land of East Pennsboro Associates, thence through the land of East Pennsboro Associates the following courses and distances:

1. South 80 degrees, 50 minutes, 40 seconds West, a distance of 102.55 feet to a point;
2. North 83 degrees, 9 minutes, 20 seconds West, a distance of 166.94 feet to a point on the property line of East Pennsboro Associates;
3. Thence on said property line South 9 degrees, 9 minutes, 20 seconds East distance of 410.62 feet to a point;
4. North 76 degrees, 39 minutes, 5 seconds East, a distance of 78.31 feet to a point;
5. Thence on a line common to block 6, North, a distance of 108.34 feet to a point;
6. North 32 degrees, 21 minutes, 28 seconds East, a distance of 91.75 feet to a point;
7. North 80 degrees, 50 minutes, 40 seconds East, a distance of 153.84 feet to a point on the Centerline of Brian Drive;

8. North 9 degrees, 9 minutes, 20 seconds West, a distance of 35.00 feet to a point on the centerline of Brian Drive;
9. Along a curve to the left having a radius of 200.00 feet for a distance of 83.54 feet to a point on the centerline of Brian Drive;
10. North 33 degrees, 5 minutes, 20 seconds West, a distance of 73.39 feet to the point of beginning; containing 1.76 acres, more or less.

EXHIBIT C-1

DESCRIPTION OF PHASE II WESTWOOD VILLAGE, EAST PENNSBORO TOWN-  
SHIP, CUMBERLAND COUNTY, PENNSYLVANIA (CONSISTING OF BLOCKS 2  
AND 3)

BLOCK 2

Beginning at a point, the intersection of the centerlines of Valley Drive and Brian Drive, within the land of East Pennsboro Associates, thence through the land of East Pennsboro Associates the following courses and distances:

1. Along the centerline of Valley Drive northeasterly on a curve to the right having a radius of 300.00 feet for a distance of 172.86 feet (Arc) to a point, on the centerline of Valley Drive;
2. North 28 degrees, 14 minutes, 52 seconds West, a distance of 129.53 feet to a point;
3. North 9 degrees, 9 minutes, 20 seconds West, a distance of 182.30 feet to a point;
4. South 80 degrees, 50 minutes, 40 seconds West, a distance of 33.17 feet to a point on the centerline of Charlotte Way;
5. Along the centerline of Charlotte Way on a curve to the left having a radius of 100.00 feet for a distance of 157.08 feet to a point;
6. South 80 degrees, 50 minutes, 40 seconds West, a distance of 48.55 feet to a point on the centerline of Charlotte Way;

7. Along the centerline of Charlotte Way on a curve to the right having a radius of 115.00 feet for a distance of 95.09 feet to a point;
8. North 51 degrees, 46 minutes, 44 seconds West, a distance of 25.19 feet to a point on the centerline of Charlotte Way;
9. Along the centerline of Charlotte Way on a curve to the left having a radius of 115.00 feet for a distance of 59.08 feet to a point;
10. North 81 degrees, 12 minutes, 58 seconds West, a distance of 83.34 feet to a point;
11. South 80 degrees, 50 minutes, 40 seconds West, a distance of 13.00 feet to a point on the centerline of Brian Drive;
12. South 9 degrees, 9 minutes, 20 seconds East, a distance of 214.00 feet to a point;
13. South 33 degrees, 5 minutes, 20 seconds East, a distance of 143.44 feet to a point on the centerline of Brian Drive;
14. Along the centerline of Brian Drive on a curve to the right having a radius of 200.00 feet for a distance of 83.54 feet to a point;

15. South 9 degrees, 9 minutes, 20 seconds East, a distance of 57.32 feet to a point on the centerline of Brian Drive;
16. Along the centerline of Brian Drive on a curve to the left having a radius of 100.00 feet for a distance of 161.56 feet to a point;
17. North 78 degrees, 16 minutes, 36 seconds East, a distance of 102.86 feet to a point;
18. South 60 degrees, 20 minutes, 49 seconds East, a distance of 57.00 feet to the point of beginning; containing 4.33 acres, more or less.

BLOCK 3

Beginning at a point, the intersection of the centerlines of Brian Drive and Michelle Court, within the land of East Pennsboro Associates, thence through the land of East Pennsboro Associates the following courses and distances:

1. North 33 degrees, 5 minutes, 20 seconds West, a distance of 70.05 feet to a point;
2. North 9 degrees, 9 minutes, 20 seconds West, a distance of 214.00 feet to a point, the intersection of the centerlines of Brian Drive and Louise Court;
3. South 80 degrees, 50 minutes, 40 seconds West, a distance of 105.00 feet to a point on centerline of Louise Court;
4. South 35 degrees, 52 minutes, 43 seconds West, a distance

5. West a distance of 64.52 feet to a point on the property line of East Pennsboro Associates;
6. Thence on said property line South 9 degrees, 9 minutes, 20 seconds East, a distance of 176.45 feet to a point;
7. Thence on a line common to block 1, South 83 degrees, 9 minutes, 20 seconds East, a distance of 166.94 feet to a point;
8. North 80 degrees, 50 minutes, 40 seconds East, a distance of 102.55 feet to the point beginning; containing 1.31 acres, more or less.

EXHIBIT C-2

DESCRIPTION OF PHASE III WESTWOOD VILLAGE, EAST PENNSBORO TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA (CONSISTING OF BLOCK 4)

BLOCK 4

Beginning at a point, the intersection of the centerlines of Brian Drive and Lee Lane, within the land of East Pennsboro Associates, thence through the land of East Pennsboro Associates the following courses and distances:

1. Along the centerline of Brian Drive southerly on a curve to the right having a radius of 50.00 feet, for a distance of 6.26 feet to a point;
2. South 9 degrees, 9 minutes, 20 seconds East, a distance of 224.07 feet to a point on the centerline of Brian Drive;
3. North 80 degrees, 50 minutes, 40 seconds East, a distance of 13.00 feet to a point;
4. South 81 degrees, 12 minutes, 58 seconds East, a distance of 83.34 feet to a point on the centerline of Charlotte Way;
5. Along the centerline of Charlotte Way on a curve to the right having a radius of 115.00 feet for a distance of 59.08 feet to a point;
6. South 51 degrees, 46 minutes, 44 seconds East, a distance of 25.19 feet to a point on the centerline of Charlotte Way;



7. Along the centerline of Charlotte Way on a curve to the left having a radius of 115.00 feet for a distance of 95.09 feet to a point;
8. North 80 degrees, 50 minutes, 40 seconds East, a distance of 48.55 feet to a point on the centerline of Charlotte Way;
9. Along the centerline of Charlotte Way on a curve to the right having a radius of 100.00 feet for a distance of 157.08 feet to a point;
10. North 80 degrees, 50 minutes, 40 seconds East, a distance of 33.17 feet to a point;
11. North 9 degrees, 9 minutes, 20 seconds West, a distance of 210.00 feet to a point;
12. North zero degrees, 3 minutes, 4 seconds East, a distance of 130.34 feet to a point;
13. North 12 degrees, zero minutes, 37 seconds West, a distance of 145.43 feet to a point;
14. North 54 degrees, 20 minutes, zero seconds West, a distance of 209.16 feet to a point;
15. North 83 degrees, 40 minutes, zero seconds West, a distance of 20.06 feet to a point;
16. South a distance of 196.04 feet to a point on the centerline of Lee Lane;

17. South 80 degrees, 50-minutes, 40 seconds West, a distance of 240.00 feet to the point of beginning; containing 3.77 acres, more or less.

EXHIBIT C-3

DESCRIPTIONS OF PHASE IV, WESTWOOD VILLAGE, EAST PENNSBORO TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA (CONSISTING OF BLOCKS 5 AND 6)

BLOCK 5

Beginning at a point, the intersection of the centerlines of Brian Drive and Lee Lane, within the land of East Pennsboro Associates, thence through the land of East Pennsboro Associates the following courses and distances:

1. Along the centerline of Lee Lane North 80 degrees, 50 minutes, 40 seconds East, a distance of 240.00 feet to a point on the centerline of Lee Lane;
2. North a distance of 196.04 feet to a point;
3. North 83 degrees, 40 minutes, zero seconds West, a distance of 392.44 feet to a point;
4. South 74 degrees, 46 minutes, 18 seconds West, a distance of 127.92 feet to a point on the property line of East Pennsboro Associates;
5. Thence on said property line South 9 degrees, 9 minutes, 20 seconds East, a distance of 570.70 feet to a point;
6. East on a line common to block 3, a distance of 64.52 feet to a point;
7. North 35 degrees, 52 minutes, 43 seconds East, a distance of 93.15 feet, to a point on the centerline of Louise Court;

8. Along centerline of Louise Court, North 80 degrees, 50 minutes, 40 seconds East, a distance of 105.00 feet to a point, the intersection of the centerlines of Louise Court and Brian Drive;
9. Along the centerline of Brian Drive, North 9 degrees, 9 minutes, 20 seconds West, a distance 224.07 feet to a point;
10. Along a curve to the left having a radius of 50.00 feet, for a distance of 6.26 feet to the point of beginning; containing 4.31 acres, more or less.

BLOCK 6

Beginning at a point, the intersection of the centerlines of Valley Drive and Brian Drive, within the land of East Pennsboro Associates, thence through the land of East Pennsboro Associates the following courses and distances:

1. North 60 degrees, 20 minutes, 49 seconds West, a distance of 57.00 feet to a point;
2. South 78 degrees, 16 minutes, 36 seconds West, a distance of 102.86 feet to a point on the centerline of Brian Drive;
3. Along a curve to the right having a radius of 100.00 feet, for a distance of 161.56 feet to a point on the centerline of Brian Drive;
4. North 9 degrees, 9 minutes, 20 seconds West, a distance of 22.32 feet to a point on the centerline of Brian Drive;

5. South 80 degrees, 50 minutes, 40 seconds West, a distance of 153.84 feet to a point;
6. South 32 degrees, 21 minutes, 28 seconds West, a distance of 91.75 feet to a point;
7. South a distance of 108.34 feet to a point;
8. North 76 degrees, 39 minutes, 5 seconds East, a distance of 455.26 feet to a point;
9. South 78 degrees, 48 minutes, 29 seconds East, a distance of 31.48 feet to the point of beginning; containing 1.00 acres, more or less.

EXHIBIT C-4

DESCRIPTIONS OF PHASE V, WESTWOOD VILLAGE, EAST PENNSBORO TOWN-  
SHIP, CUMBERLAND COUNTY, PENNSYLVANIA

This phase shall encompass all or parts of the following two described tracts of land, excepting therefrom, however, the real property described in Exhibits A, B, C-1, C-2 and C-3 to this Declaration of Covenants and Restrictions.

TRACT 1

BEGINNING at a nail in the center line of Valley Street (L.R. §21051) at the Southeastern corner of land now or formerly of Paul S. Pinci and wife; thence by the center line of said Valley Street, North 77 degrees 30 minutes East, 934.55 feet to a nail at Shoeman's Lane (unopened); thence by said lane, North 4 degrees 27 minutes West, 1,114.36 feet to an iron pin; thence by the same, North 36 degrees 5 minutes 25 second West, 670.36 feet to a pipe close to or on Mountain Road; thence by land now or formerly of Bernard Lovendusky, South 67 degrees 34 minutes 10 seconds West, 581.25 feet to a pipe; thence by said Lovendusky land and land of Dean, North 36 degrees 20 minutes 50 seconds West, 412.67 feet to a post; thence by land now or formerly of Nyles H. Drexler, South 70 degrees 27 minutes 40 seconds West, 351.94 feet to a pipe; thence by the same, North 28 degrees 02 minutes West, 448.19 feet to an iron pin in a stone pile; thence South 71 degrees 57 minutes 48 seconds West 263.78 feet to a stake; thence South 68 degrees 15 minutes 10 seconds West, 316.54 feet to a pipe; thence South 9 degrees 9 minutes 20 seconds East, 338.58 feet to an iron pin by a tree at line of land now or formerly of George B. Schriver; thence by said Schriver land, the following courses and distances:

1. North 88 degrees 01 minutes 40 seconds East, 45.69 feet to an iron pin;
2. South 35 degrees 34 minutes East, 147.76 feet to an iron pin;
3. South 63 degrees 51 minutes 10 seconds East, 112.34 feet to an iron pin;
4. North 85 degrees 12 minutes 30 seconds East, 318.30 feet to an ash tree;
5. South 28 degrees 16 minutes 09 seconds East, 274.59 feet to an iron pin;
6. South 12 degrees 20 minutes 40 seconds East, 127.46 feet to an iron pin;

7. South 36 degrees 51 minutes 40 seconds East, 123.61 feet to an iron pin;
8. South 7 degrees 48 minutes 30 seconds East, 146.24 feet to an iron pin;
9. South 29 degrees 02 minutes 10 seconds East, 504.06 feet to an iron pin;
10. South 61 degrees 07 minutes 30 seconds East, 198.91 feet to an iron pin in the center line of a private road.

thence by the center line of said private road, North 1 degree West, 12.02 feet, more or less, to a P.K. nail in the center of a wooden bridge over a small run; thence North 5 degrees West, 345 feet to a stake; thence by a fence line, North 84 degrees 25 minutes 20 seconds East, 308.32 feet to a stake; thence South 5 degrees East 380.5 feet to a stake; thence South no degrees 18 minutes 37 seconds East, 31.05 feet to a point in a small stream; thence by said stream the following courses and distances:

1. South 58 degrees 37 minutes 20 seconds West, 53.34 feet;
2. South 36 degrees 56 minutes 42 seconds West, 39.20 feet;
3. South 84 degrees 37 minutes 34 seconds West, 100.32 feet;
4. North 66 degrees 40 minutes 26 seconds West, 75.65 feet;
5. North 33 degrees 10 minutes 16 seconds West, 89.04 feet to a stake;
6. North 89 degrees West, 23 feet to the P.K. Nail in the center of a wooden bridge;

thence by the center line of said private road, South 1 degree East, 298 feet to a point, being the Northwestern corner of land now or formerly of Paul S. Pinci;

thence by the latter land, North 77 degrees 42 minutes East, 160 feet to an iron pin; thence by the same, South 1 degree East 170 feet to the nail in the center line of Valley Street, the Place of Beginning; containing 57.135 acres, more or less.

BEING the same premises which Isabel L. Kauffman and Grover L. Kauffman, her husband, by their Deed of even date and intended to be recorded, granted and conveyed unto East Pennsboro Associates.

#### TRACT 2

BEGINNING at a nail in the center line of Valley Street, at line of land known as Mountain View Estates, which nail is also South 77 degrees 22 minutes West, 936.11 feet from a nail in the intersection of the center lines of North Enola Drive (L.R. 21052) and a private road running northward from said intersection between land of George B. and Dorothea E. Schriver and land now or formerly of Paul S. Pinci and wife; thence by the line of land now or formerly called Mountain View Estates, North 9 degrees 9 minutes 20

seconds West, 1971.69 feet through a post and four iron pins, to an iron pin, by a maple tree, at line of land of Isabel L. Kauffman; thence by the latter land, the following courses and distances, to wit:

1. North 88 degrees 01 minutes 40 seconds East, 45.69 feet to an iron pin;
2. South 35 degrees 34 minutes East, 147.76 feet to an iron pin;
3. South 63 degrees 51 minutes 10 seconds East, 112.34 feet to an iron pin;
4. North 85 degrees 12 minutes 30 seconds East, 318.30 feet to an ash tree;
5. South 28 degrees 16 minutes 09 seconds East, 274.59 feet to an iron pin;
6. South 12 degrees 20 minutes 40 seconds East, 127.46 feet to an iron pin;
7. South 36 degrees 51 minutes 40 seconds East, 123.61 feet to an iron pin;
8. South 7 degrees 48 minutes 30 seconds East, 146.24 feet to an iron pin;
9. South 29 degrees 02 minutes 10 seconds East, 504.06 feet to an iron pin;
10. South 61 degrees 07 minutes 30 seconds East, 198.91 feet to an iron pin in the center line of the private road mentioned above;
11. South 01 degree East, by the center line of said private road, 236.69 feet to an iron pin in the center line of said private road at line of land of said George B. and Dorothea E. Schriver; thence by the latter land, the following courses and distances, to wit:

1. South 77 degrees 42 minutes West 178.98 feet to an iron pin;
2. South 12 degrees 18 minutes East, 65 feet to an iron pin;
3. South 77 degrees 42 minutes West, 300 feet to an iron pin;
4. South 12 degrees 18 minutes East, 150 feet to a nail in the center line of Valley Street; thence by said Valley Street center line, South 77 degrees 22 minutes West, 500.11 feet to the Place of Beginning.

CONTAINING 29.32 acres, more or less.

BEING the same premises which George B. Schriver and Dorothea E. Schriver, his wife, by their Deed of even date and intended to be herewith recorded, granted and conveyed unto East Pennsboro Associates.



RECORDED-OFFICE OF THE  
RECORDER OF DEEDS  
CUMBERLAND COUNTY  
PENNSYLVANIA

JUN 22 3 32 PM '76

FIRST AMENDMENT TO CODE OF REGULATIONS  
OF WESTWOOD VILLAGE CONDOMINIUM

WHEREAS, M.L.W. CONSTRUCTION CORPORATION, as Declarant, executed on January 29 1975 (i) a Declaration Creating and Establishing Westwood Village Condominium (hereinafter referred to as the "Declaration") which was recorded on January 29, 1975 in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania, in Deed Book 213 at page 283; and (ii) a Code of Regulations of Westwood Village Condominium (hereinafter referred to as the "Code"), which was recorded on January 29, 1975, in the aforesaid office in Deed Book 213 at page 328.

WHEREAS, HNC MORTGAGE AND REALTY INVESTORS, a Massachusetts business trust (hereinafter referred to as "HNC") has succeeded to the rights and privileges of the Declarant under the Declaration and the Code by (i) HNC's acquisition through foreclosure of the tracts of land referred to in the Declaration as Tract 1, Tract 2 and Tract 3 and more fully described in Exhibit C of the Declaration, and 19 of the 21 condominium Units erected on the land described in Exhibit B of the Declaration; and/or (ii) by the terms of Section 27(vi) of the Declaration by reason of HNC's foreclosure on the unsold Units and Tract 1, Tract 2 and Tract 3.

WHEREAS, Unit Owners holding at least sixty-seven percent (67%) of the total outstanding votes of the Unit Owners voted to amend the Code in accordance with the requirements of Article XIII of the Code.

WHEREAS, the Council desires to execute and record this Amendment which contains all of the amendments to the Code which have been approved as aforesaid by Unit Owners holding at least sixty-seven percent (67%) of the total outstanding votes of the Unit Owners.

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

1. All references in the Code to the "Declarant" shall be deemed to mean HNC, or any of its successors or assigns to whom HNC may expressly assign its rights and privileges as the Declarant; provided, however, that HNC and its successors and assigns shall not be liable or responsible for any obligations or acts or omissions of Declarant which accrued prior to the date that HNC succeeded M.L.W. Construction Corporation as the Declarant under the Declaration.

2. Article IV(5) of the Code is hereby deleted in its entirety and the following paragraph is hereby substituted in its place:

§5. Removal. Members of the Council (except those selected by the Declarant pursuant to the provisions of §26(ii) of the Declaration, which Members of the Council Declarant may unilaterally remove with or without cause, and Declarant may unilaterally fill such vacancies with persons selected by Declarant) 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.

3. The introductory paragraph of Article XI(8) of the Code is hereby deleted in its entirety, and the following introductory paragraph is substituted in its place:

Notwithstanding anything contained in the Declaration of Condominium, Code of Regulations, the Rules and Regulations of the Council, and all other Condominium Documents to the contrary, whenever HNC Mortgage and Realty Investors, a Massachusetts business trust, or any bank, savings and loan association, trust company, mortgage company, pension trust, business trust, insurance company or other institutional lender, or its successors and assigns (hereinafter referred to as "Construction Mortgagee"), has an "interest" in five or more Units now or hereafter submitted to the provisions of the Declaration, the provisions which follow shall be a part of the Declaration of Condominium and Code of Regulations and all other Condominium Documents and shall supersede any inconsistent provisions contained therein. The Construction Mortgagee's "interest" in the Units shall include, but not be limited to:

(i) The Construction Mortgagee's interest as mortgagee under any present or future mortgages, as such mortgages may be amended or modified from time to time, that may be granted on some or all of the Units, excluding, however, any long term permanent mortgage or mortgages that may be granted to a residential purchaser of an individual Unit. (The mortgages included in this subparagraph (i) shall hereinafter be referred to collectively as the "Mortgage").

(ii) The ownership or possession of any of the Units by foreclosure sale, by deed in lieu of foreclosure, receivership, court order, mortgagee in possession, purchase, lease or otherwise.

All references in Article XI(8) of the Code to "Trustees" are hereby deleted and the phrase "Construction Mortgagee" is hereby substituted in its place.

4. The following paragraph is hereby made a part of the Code as Article XV(6):

The exercise of the rights and privileges of the Declarant under the Declaration and the Code shall be exercised by HNC, and this Amendment is executed by HNC, a business trust existing under the laws of Massachusetts, through or by one or more of its trustees or officers in his or their capacity as such under an Agreement and Declaration of Trust dated September 27, 1971, as amended and restated from time to time, and not individually. Neither the trustees, nor the officers, employees, agents or shareholders of HNC Mortgage and Realty Investors shall be personally liable under the Declaration, as amended, or the Code, as amended; the Unit Owners and/or the Council and all others shall look solely to the Trust Estate of HNC Mortgage and Realty Investors for the payment of any claim under the Declaration, as amended, or the Code, as amended, or for the performance of any obligation, agreement, condition or term to be performed or observed by HNC Mortgage and Realty Investors under the Declaration, as amended, or the Code, as amended, or under any other agreement or document collateral thereto.

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

IN WITNESS WHEREOF, the undersigned have executed this Amendment the ~~day-and-year-first-above-written~~ twenty-eighth day of May, 1976

COUNCIL OF WESTWOOD  
VILLAGE CONDOMINIUM

By: Judith C. Morris (SEAL)

By: Robert F. Smith (SEAL)

By: Patricia Robinson (SEAL)

By: William Watson (SEAL)

By: Andie A. Roberts (SEAL)

19-229

In consideration of the sum of ONE Dollar(s) (\$ 1.00) and other good and valuable consideration to it paid, receipt whereof is hereby acknowledged,

RICHARD T. CALLAHAN, INDIVIDUAL  
(corporation, partnership, individual)

hereby grant(s) to The Bell Telephone Company of Pennsylvania, and to PENNSYLVANIA

POWER & LIGHT COMPANY and to their respective successors, assigns, lessees and agents, the right, privilege and authority to construct, reconstruct, operate and maintain aerial and underground communication and electric lines and appliances, including conduits, manholes, interface and (or) remote terminal equipment cabinet(s) transformers, pads, vaults, secondary junction boxes, poles, anchors, crossarms, cables and wires (hereinafter referred to as utility facilities), on, over, under, along, and across the land, and the highways adjacent thereto,

known as WEST WOOD VILLAGE PHASE IV Plan of Lots,

situate along BRIAN DRIVE, BRIAN COURT AND LEE LANE

in the TOWNSHIP of EAST PENNSBORO

County of CUMBERLAND, Commonwealth of Pennsylvania with the right of access over said land to construct and maintain said utility facilities by the most reasonable means; with the right to trim and keep trimmed trees and shrubs so as to clear utility facilities by at least FIVE feet; and with the right to permit others to use said utility facilities. The approximate location of said utility facilities to be placed by virtue of this grant is more fully shown on a plan marked RWO. 25548

, which is made part hereof by reference. Any dedicated utility easement shown on the developer's plan shall not be interpreted as restricting the grantees' rights hereunder.

Grantor(s), THEIR successors and assigns, hereby agree(s) that THEY will:

1. Grade to within six inches of final grade all private property locations where utility facilities are to be constructed prior to the placing thereof.
2. Establish and stake property lines as needed before said utility facilities are constructed.
3. Keep the area where the utility facilities are located clear of trees, tall shrubs, outbuildings, fireplaces or any structure which could, in the opinion of grantees, interfere with the construction, maintenance or use of the said utility facilities as provided for under the terms of this grant.
4. Reimburse the respective grantees the actual cost of any changes deemed feasible in the opinion of grantee made in the utility facilities constructed hereunder to accommodate grantor(s).

Approved: M. S. Kessler  
ASSOCIATE MANAGER

RECORDED  
JAN 21 3 11 PM '80  
CUMBERLAND COUNTY  
PENNSYLVANIA

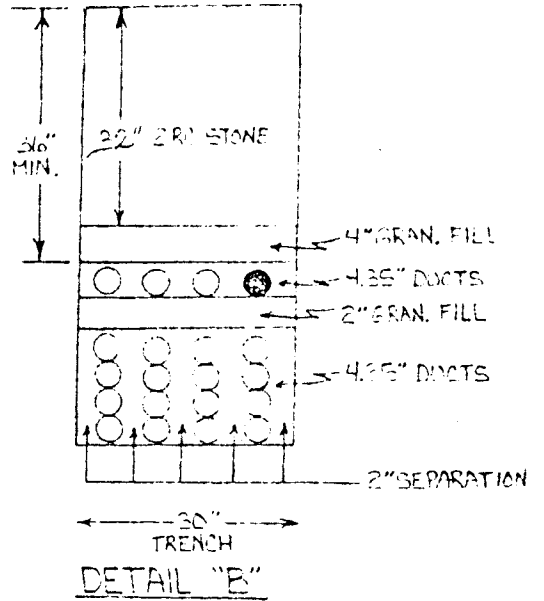
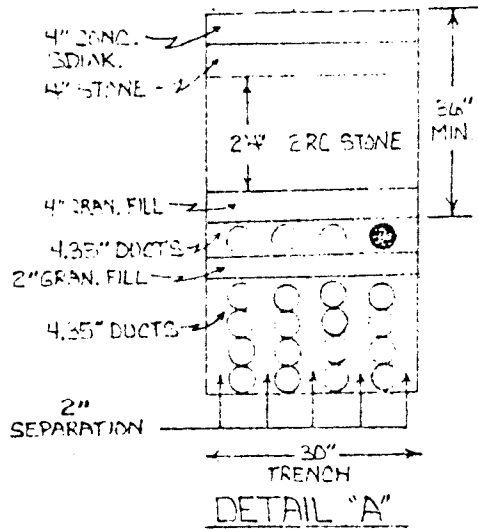
IN WITNESS WHEREOF, Grantor(s) HAVE caused this grant to be duly executed

this 26 TH day of NOVEMBER, A.D. 1979, at 1104 FERNWOOD STREET  
CAMP HILL, PENNSYLVANIA, 17011  
(Post Office Address)

WITNESS OR ATTEST:

R. J. Jacobs

WESTPORT COMPANY  
[Signature]



CUT & RESTORE 2 R.G. DUCTS  
 4" CONC. SIDEWALK ON 4"  
 STONE.

BYRON L.  
 REPPERT  
 710 S. MARKET  
 WHITE WOOD  
 GARAGE

2'x4' CONCRETE  
 WALKWAY

FEET

ALL SHRUBS

BRICK FIREPLACE -  
 RM. + DISPOSE.

DETAIL "A"

PINE

244'

12'

3/8" TREE

SHED

4'

3/8" TREE

ALUMINUM  
 SHED

EXHIBIT "A"

DEED OF EASEMENT AND RIGHT OF WAY

A 2235M

THIS INDENTURE, made this 2<sup>nd</sup> day of December, 1974,

by and between M. L. W. CONSTRUCTION CORPORATION,  
hereinafter referred to as the "Grantor" and RIVERTON CONSOLIDATED WATER  
COMPANY, a corporation organized and existing under the laws of  
the Commonwealth of Pennsylvania, having an office for the transaction of bus-  
iness at P. O. BOX 108 LEMOYNE PA 17043, Pennsylvania,  
hereinafter referred to as the "Grantee";

W I T N E S S E T H :

The Grantor, in consideration of the covenants and agreements here-  
inafter recited and the sum of ONE Dollar/ (\$ 1.00 ),  
the receipt of which is hereby acknowledged, does hereby give, grant and convey  
unto the Grantee, its successors and assigns, forever, an easement and free un-  
interrupted and unobstructed right of way, in, under, across and over the pro-  
perty of the Grantor, situate in the Township of East Pennsboro,  
Cumberland County, Pennsylvania;

Bounded on the North by lands of \_\_\_\_\_,  
on the East by lands of \_\_\_\_\_,  
on the South by lands of \_\_\_\_\_,  
on the West by lands of \_\_\_\_\_,

said right of way to be 10 feet in width and to be 5 feet in width  
on each side of a center line ~~XXXXXXXXXXXXXXXXXXXX~~ as per attached easement  
description.

DEC 3 9 47 AM '74  
RECORDED - OFFICE OF THE  
REGISTRAR OF DEEDS  
COMMONWEALTH OF PENNSYLVANIA

for the purpose of installing, laying, operating, maintaining, inspecting, removing, repairing, replacing, relaying, and adding to from time to time pipe or pipes, with necessary fittings, appurtenances and attached facilities, including lateral and connections for the transmission and distribution of water.

Together with the right to the Grantee, its successors and assigns, to enter in and upon the premises described above with men and machinery, vehicles and material at any and all times for the purpose of maintaining, repairing, renewing, or adding to the aforesaid water pipelines and appurtenances and for doing anything necessary, useful or convenient for the enjoyment of the easement herein granted.

TO HAVE AND TO HOLD the above granted easement and right of way unto the said Grantee, its successors and assigns forever.

The Grantee agrees by the acceptance of this Deed of Easement and Right of Way that, upon any opening made in connection with any of the purposes of this easement and right of way, said opening shall be backfilled and resurfaced to as nearly as possible the same condition as existed when said opening was made, all such work to be done at the expense of the Grantee.

And the said Grantor does covenant with the said Grantee as follows:

1. That the said Grantor is seized of the real estate hereby subjected to said easement and right of way and has good right to convey the same, having acquired said real estate from East Pennsboro Association, by deed dated April 20, 1973, and recorded in the Office of the Recorder of Deeds of Cumberland County in Deed Book 25C, Page 973 on the day of April 27, 1973.



2. That the Grantee shall quietly enjoy the said easement and right of way.

3. That the premises hereby subjected to said easement and right of way are subject to no mortgages except H N C REALTY & INVESTMENT COMPANY for \$5,800,000.

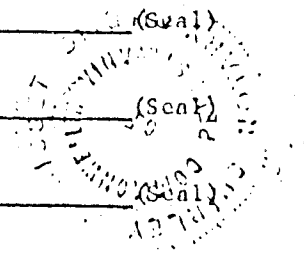
(If none, state "No Exceptions".)

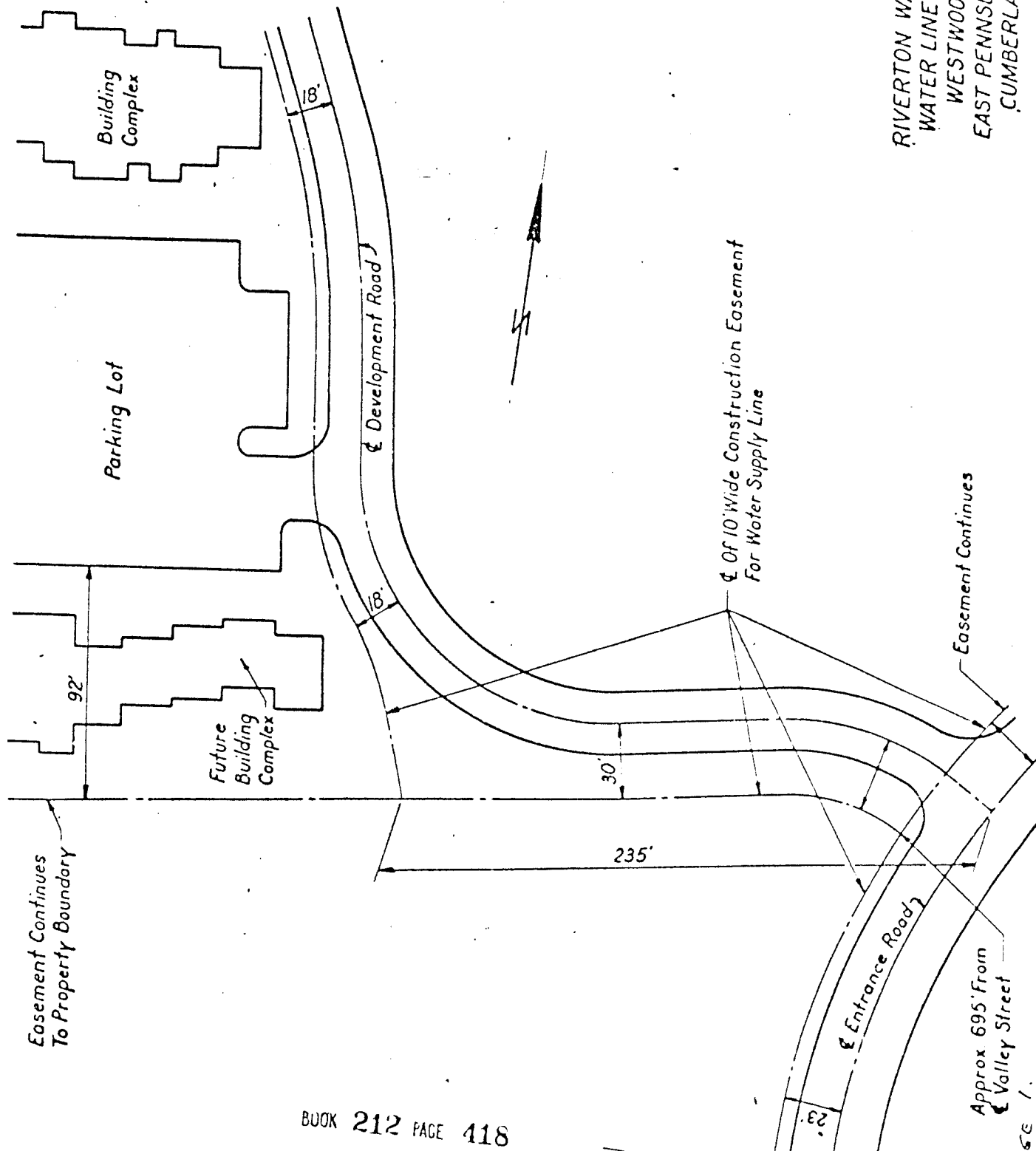
IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, all as of the day and year first above written.

WITNESS:

John E. Swan  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Signature] (Seal)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





RIVERTON WATER COMPANY  
 WATER LINE EASEMENT  
 WESTWOOD VILLAGE  
 EAST PENNSBORO TOWNSHIP  
 CUMBERLAND COUNTY

Easement Continues  
 To Property Boundary

Parking Lot

Building  
 Complex

Future  
 Building  
 Complex

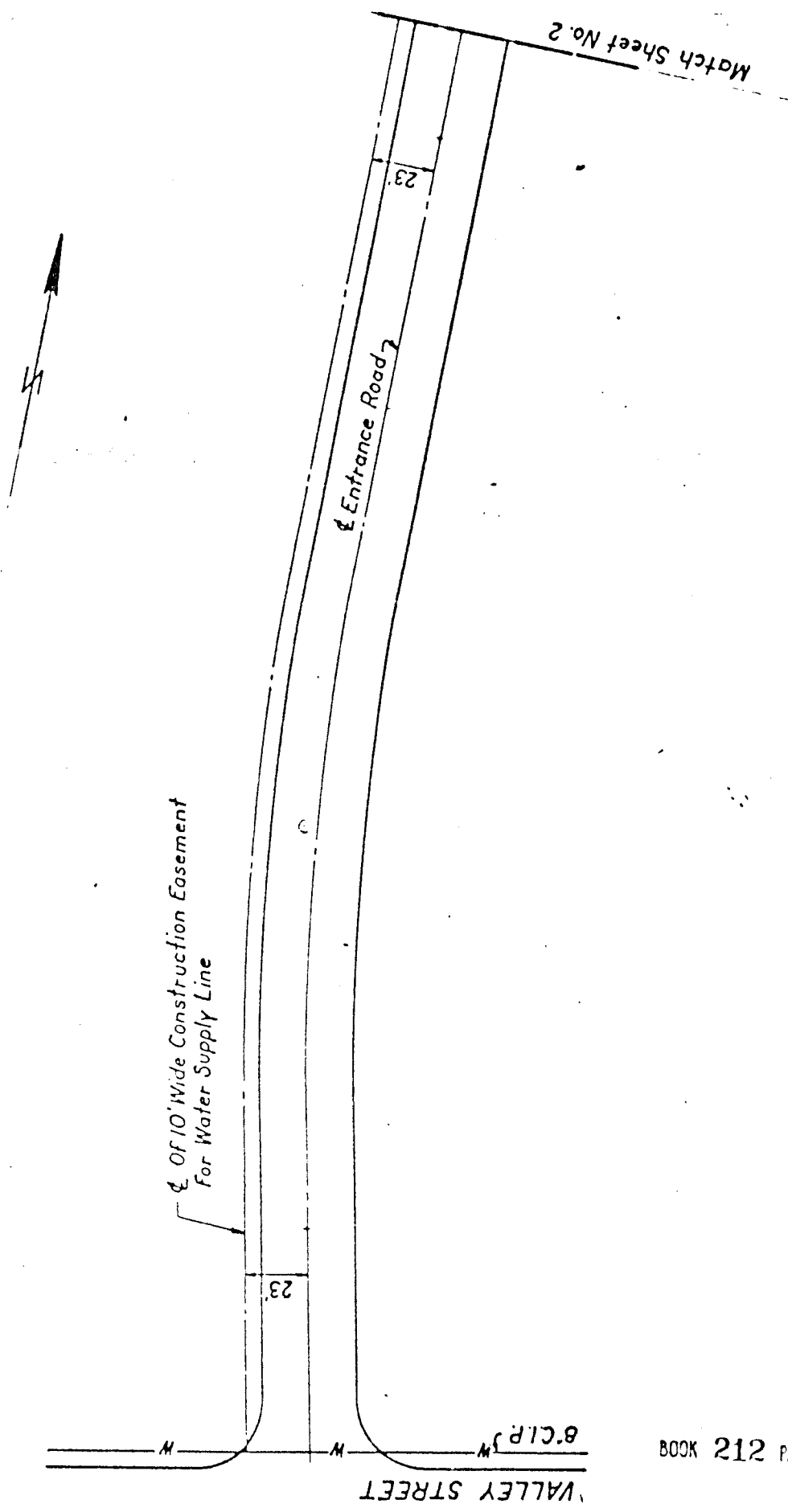
Development Road

10' Wide Construction Easement  
 For Water Supply Line

Easement Continues

Entrance Road

Approx 695' From  
 Valley Street



RIVERTON WATER COMPANY  
 WATER LINE EASEMENT  
 WESTWOOD VILLAGE  
 EAST PENNSBORO TOWNSHIP  
 CUMBERLAND COUNTY

EASEMENT REQUIRED FOR CONSTRUCTION  
OF A WATER SUPPLY LINE  
BY THE  
RIVERTON WATER COMPANY  
FOR WESTWOOD VILLAGE, EAST PENNSBORO TOWNSHIP

The following is a description of a ten (10) feet wide easement for construction and maintenance of a water supply line by Riverton Water Company. A diagrammatic description is attached.

1. The easement begins at the right-of-way line for Valley Road (L.R. 21051) and proceeds in a northerly direction along the west side of the entrance road. The centerline of the easement is located 23' from the centerline of the entrance road, and runs parallel to this centerline.
2. At a point along the centerline of the easement approximately 695' from the centerline of Valley Road, the easement branches to the west and parallels a development road for a distance of approximately 115'. The centerline of the easement is located thirty (30) feet south of the centerline of the development road.
3. The easement then continues along a straight line through a point approximately 92' south of the southern edge of the parking lot for the model cluster, to the western property boundary.
4. From a tee, approximately two hundred and thirty-five (235) feet from the intersection of the entrance road and development road centerlines, an additional extension of the easement proceeds in a northerly direction until the centerline of the easement is eighteen (18) feet from the centerline of the development road. From this point, the easement continues in a northerly direction parallel to the development road.

State of Pennsylvania }  
County of Cumberland } SS  
Recorded in the office for the recording of Deeds,  
etc., in and for Cumberland County, Pa  
in West Book      Vol. 212 Page 414  
Witness my hand and seal of office, at  
Carlisle, Pa. this 27th day of August 19 74  
Clyde K. Reigler  
Recorder

DEED OF EASEMENT AND RIGHT OF WAY

A-2278.3

THIS INDENTURE, made this 3<sup>rd</sup> day of February, 1975,  
by and between M. L. W. CONSTRUCTION CORP.,  
hereinafter referred to as the "Grantor" and RIVERTON CONSOLIDATED WATER  
COMPANY, a corporation organized and existing under the laws of  
the Commonwealth of Pennsylvania, having an office for the transaction of bus-  
iness at P. O. Box 108, Lemoyne, Pa. 17043, Pennsylvania,  
hereinafter referred to as the "Grantee";

W I T N E S S E T H :

The Grantor, in consideration of the covenants and agreements here-  
inafter recited and the sum of One Dollar/ (\$ 1.00 ),  
the receipt of which is hereby acknowledged, does hereby give, grant and convey  
unto the Grantee, its successors and assigns, forever, an easement and free un-  
interrupted and unobstructed right of way, in, under, across and over the pro-  
perty of the Grantor, situate in the Township of East Pennboro,  
Cumberland County, Pennsylvania;

~~Bounded on the North by lands of \_\_\_\_\_  
on the East by lands of \_\_\_\_\_  
on the South by lands of \_\_\_\_\_  
on the West by lands of \_\_\_\_\_~~

said right of way to be \_\_\_\_\_ feet in width and to be \_\_\_\_\_ feet in width  
~~on each side of a center line described as follows:~~

per attached easement description.

BOOK 213 PAGE 652

RECORDED-OFFICE OF THE  
RECORDER OF DEEDS  
CUMBERLAND COUNTY  
PENNSYLVANIA  
FEB 25 9 20 AM '75

for the purpose of installing, laying, operating, maintaining, inspecting, removing, repairing, replacing, relaying, and adding to from time to time pipe or pipes, with necessary fittings, appurtenances and attached facilities, including lateral and connections for the transmission and distribution of water.

Together with the right to the Grantee, its successors and assigns, to enter in and upon the premises described above with men and machinery, vehicles and material at any and all times for the purpose of maintaining, repairing, renewing, or adding to the aforesaid water pipelines and appurtenances and for doing anything necessary, useful or convenient for the enjoyment of the easement herein granted.

TO HAVE AND TO HOLD the above granted easement and right of way unto the said Grantee, its successors and assigns forever.

The Grantee agrees by the acceptance of this Deed of Easement and Right of Way that, upon any opening made in connection with any of the purposes of this easement and right of way, said opening shall be backfilled and resurfaced to as nearly as possible the same condition as existed when said opening was made, all such work to be done at the expense of the Grantee.

And the said Grantor does covenant with the said Grantee as follows:

1. That the said Grantor is seized of the real estate hereby subjected to said easement and right of way and has good right to convey the same, having acquired said real estate from East Pennsboro Association, by deed dated April 20, 1973, and recorded in the Office of the Recorder of Deeds of Cumberland County in Deed Book 25 C, Page 973 on the day of April 27, 1973.

2. That the Grantee shall quietly enjoy the said easement and right of way.

3. That the premises hereby subjected to said easement and right of way are subject to no mortgages except HNC Realty & Investment Company for \$5,800,000.

(If none, state "No Exceptions".)

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, all as of the day and year first above written.

WITNESS:

✓ Catherine E. Magill

John E. Swan V.P. (Seal)

\_\_\_\_\_

\_\_\_\_\_ (Seal)

\_\_\_\_\_

\_\_\_\_\_ (Seal)

\_\_\_\_\_

\_\_\_\_\_ (Seal)

A-2270M

STATE OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF CUMBERLAND )

On this 3<sup>rd</sup> day of Feb., 1975, before me, a Notary Public  
In and for said State and County, came the above named \_\_\_\_\_  
JOHN E SWANN, JR. to me known to be the person(s)  
described herein and who executed the foregoing instrument and acknowledged  
the foregoing instrument to be \_\_\_\_\_ act and deed and desired the  
same to be recorded as such.

WITNESS my hand and notarial seal the day and year aforesaid.

Shirley M. Lisser  
Notary Public  
SHIRLEY M. LISSEY, Notary Public  
Mechanicsburg, Cumberland Co., Pa.  
My Commission Expires: \_\_\_\_\_

My Commission Expires: March 28, 1977



EASEMENT REQUIRED FOR CONSTRUCTION  
OF A WATER SUPPLY LINE  
BY THE  
RIVERTON WATER COMPANY  
FOR WESTWOOD VILLAGE, EAST PENNSBORO TOWNSHIP

The following is a description of a ten (10) feet wide easement for construction and maintenance of a water supply line by Riverton Water Company. A diagrammatic description is attached.

1. The easement begins at the right-of-way line for Valley Road (L.R. 21051) and proceeds in a northerly direction along the west side of the entrance road. The centerline of the easement is located 23' from the centerline of the entrance road, and runs parallel to this centerline.

2. At a point along the centerline of the easement approximately 695' from the centerline of Valley Road, the easement branches to the west and parallels a development road for a distance of approximately 115'. The centerline of the easement is located thirty (30) feet south of the centerline of the development road.

3. The easement then continues along a straight line through a point approximately 92' south of the southern edge of the parking lot for the model cluster, to the western property boundary.

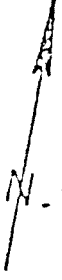
4. From a tee, approximately two hundred and thirty-five (235) feet from the intersection of the entrance road and development road centerlines, an additional extension of the easement proceeds in a northerly direction until the centerline of the easement is eighteen (18) feet from the centerline of the development road. From this point, the easement continues in a northerly direction parallel to the development road.

PART TWO OF  
EASEMENT REQUIRED FOR CONSTRUCTION  
OF A WATER SUPPLY LINE  
BY THE  
RIVERTON WATER COMPANY  
FOR WESTWOOD VILLAGE, EAST PENNSBORO TOWNSHIP

Following is a description of a ten (10) foot wide easement for construction and maintenance of a water supply line by Riverton Water Company. The width of easement becomes twenty-five (25) feet when parking lots are traversed. The twenty-five (25) foot width is from the edge of the traveled way to the edge of the sidewalk. A diagrammatic description is attached.

1. The centerline of easement parallels Brian Drive (formerly referred to as development road) eighteen (18) feet west of the centerline of Brian Drive.

2. The centerline of easement adjacent to Charlotte Way parallels Charlotte Way twenty-five (25) feet southwest of the centerline of the traveled way and is a width of twenty-five (25) feet. The easement extends from the easement adjacent to Valley Drive (formerly referred to as entrance road) to the easement adjacent to Brian Drive.



± OF 10' Wide Construction Easement  
For Water Supply Line

23'

± Entrance Road

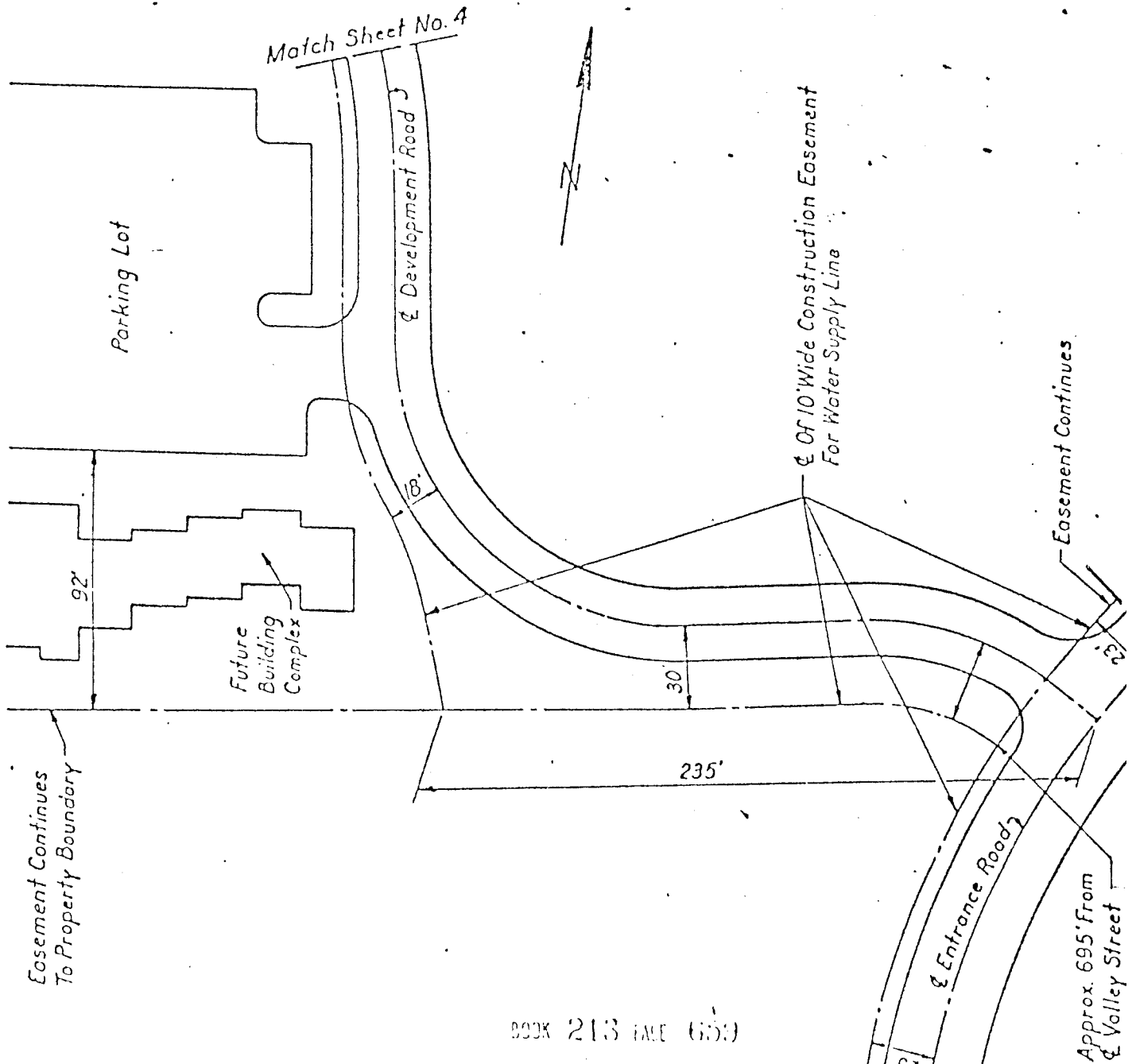
23'

Match Sheet No. 2

RIVERTON WATER COMPANY  
WATER LINE EASEMENT  
WESTWOOD VILLAGE  
EAST PENNSBORO TOWNSHIP  
CUMBERLAND COUNTY  
Sheet No. 1

BOOK 213 PAGE 658

8 CLR 2



RIVERTON WATER COMPANY  
 WATER LINE EASEMENT  
 WESTWOOD VILLAGE  
 EAST PENNSBORO TOWNSHIP  
 CUMBERLAND COUNTY

DEED OF EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE made this 8<sup>th</sup> day of January, 1975, by  
and between HNC MORTGAGE AND REALTY INVESTORS, a ~~Connecticut~~ Massachusetts business  
Trust  
TRUST (hereinafter referred to as "Grantors") and RIVERTON CONSOLIDATED  
WATER COMPANY, a corporation organized and existing under the laws of  
the Commonwealth of Pennsylvania, having an office for the transaction  
of business at 5010 Lenker Street, Hampden Township, Cumberland  
County, Pennsylvania, and a mailing address at Post Office Box 108,  
Lemoyne, Cumberland County, Pennsylvania (hereinafter referred to as  
"Grantee").

WITNESSETH:

That Grantors, in consideration of the covenants and agreements  
hereinafter recited and the sum of One Dollar (\$1.00) do hereby grant  
and convey, bargain and sell unto Grantee, its successors and assigns,  
forever, an easement and free uninterrupted and unobstructed right-of-  
way in, under, across and over the property owned by Grantors, situate  
in East Pennsboro Township described in accordance with the plans and  
specifications attached hereto and incorporated herein by reference.

BEING the same premises which Robert B. Failor, Sheriff, by  
deed recorded November 6, 1975, recorded in Deed Book I, Volume 26,  
Page 73, in the Office of the Recorder of Deeds of Cumberland County,  
granted and conveyed unto HNC Mortgage and Realty Investors, Grantor  
herein.

AND BEING subject to a Declaration of Condominium creating and  
establishing Westwood Village Condominium dated January 29, 1975, and  
recorded in the Office of the Recorder of Deeds in and for Cumberland  
County, Pennsylvania, in Miscellaneous Docket 213, Page 283, a Code  
of Regulations of the same date recorded in the aforesaid office in

FOR THE PURPOSE of installing, laying, operating, maintaining, inspecting, removing, repairing, replacing, relaying, and adding to, from time to time, pipe or pipes, with necessary fittings, appurtenances and attached facilities, including lateral and connections for the transmission and distribution of water.

TOGETHER with the right of the Grantee, its successors and assigns, to enter in and upon the premises described above with men and machinery, vehicles and materials, at any and all times for the purpose of maintaining, repairing, renewing, or adding to the aforesaid water pipelines and appurtenances, and for doing anything necessary, useful or convenient for the enjoyment of the easement and right-of-way herein granted.

TO HAVE AND TO HOLD the above granted easement and right-of-way unto the said Grantee, its successors and assigns forever.

The Grantee agrees by the acceptance of this Deed of Easement and Right-of-Way that, upon any opening made in connection with any of the purposes of this easement and right-of-way, said opening shall be backfilled and resurfaced to as nearly as possible the same condition as existed when said opening was made, all such work to be done at the expense of the Grantee. The Grantee agrees to hold the \*

And the said Grantors do covenant with the said Grantee as follows:

1. That the Grantors are the owners in fee simple of the real estate hereby subjected to said easement and right-of-way and have good right to grant and convey the same.

2. That Grantee shall quietly enjoy said easement and right-of-way.

3. That the premises hereby subjected to said easement and right-of-way are subject to no mortgages.

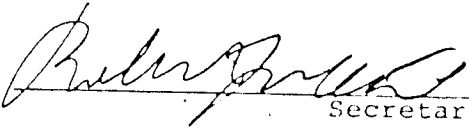
IN WITNESS WHEREOF, the Grantors have hereunto caused the

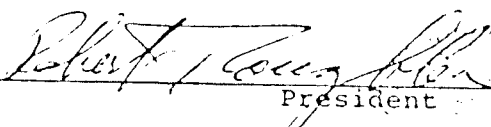
\*Grantor harmless from and against any and all claims of any kind or

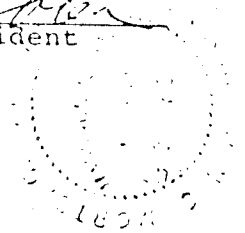
execution hereof by their duly authorized officers and the affixing of their corporate seal, all as of the day and year first above written.

ATTEST:

HNC MORTGAGE AND REALTY INVESTORS

  
Secretary

BY   
President



The name HNC Mortgage And Realty Investors is the designation of the Trustees for the time being under a Declaration of Trust dated September 27, 1971 (to which John N. Worcester was a party as Settlor) filed with the Secretary of The Commonwealth of Massachusetts on that date and thereafter from time to time amended and restated. All persons dealing with HNC Mortgage And Realty Investors must look solely to the Trust property for the enforcement of any claims against HNC Mortgage And Realty Investors as no Trustee, Officer, Manager, Agent, or Shareholder assume any personal liability for obligations entered into on behalf of HNC Mortgage And Realty Investors.

EASEMENT REQUIRED FOR CONSTRUCTION OF A  
WATER SUPPLY LINE

By The

RIVERTON CONSOLIDATED WATER COMPANY

for

WESTWOOD VILLAGE, EAST PENNSBORO TOWNSHIP

Following is a description of a ten (10) foot wide easement for construction and maintenance of a water supply line by Riverton Consolidated Water Company. The width of easement becomes twenty-five (25) feet when parking lots are traversed. The twenty-five (25) foot width is from the edge of the traveled way to the edge of the sidewalk. A diagrammatic description is attached.

1. The easement begins at the right-of-way line for Valley Street (L. R. 21051) and proceeds in a northerly direction along the west side of Valley Drive. The centerline of the easement is located 23' from the centerline of Valley Drive, and runs parallel to this centerline.

2. At a point along the centerline of the easement approximately 695' from the centerline of Valley Street, the easement branches to the west and parallels Brian Drive for a distance of approximately 115'. The centerline of the easement is located thirty (30) feet south of the centerline of Brian Drive.

3. The easement then continues along a straight line through a point approximately 92' south of the southern edge of the parking lot for the model cluster, to the western property boundary.

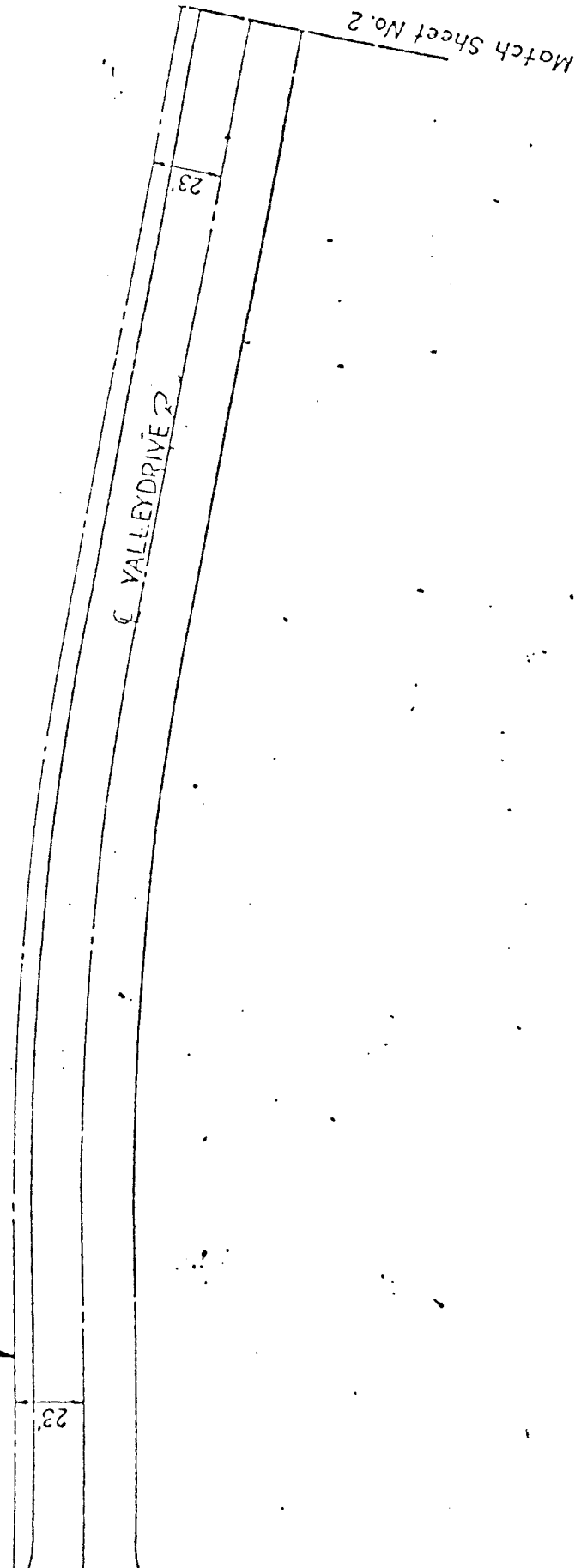
4. From a tee, approximately two hundred and thirty-five (235) feet from the intersection of Brian Drive and Valley Drive centerlines, an additional extension of the easement proceeds in a northerly direction until the centerline of the easement is eighteen (18) feet from the centerline of Brian Drive. From this point, the easement continues in a northerly direction parallel to Brian Drive to a point forty (40) feet north of the intersection of Brian Drive and Charlotte Way centerlines.

5. The centerline of easement adjacent to Charlotte Way parallels Charlotte Way twenty-five (25) feet southwest of the centerline of the traveled way and is a width of twenty-five (25) feet. The easement extends from the easement adjacent to Valley Drive to the easement adjacent to Brian Drive.



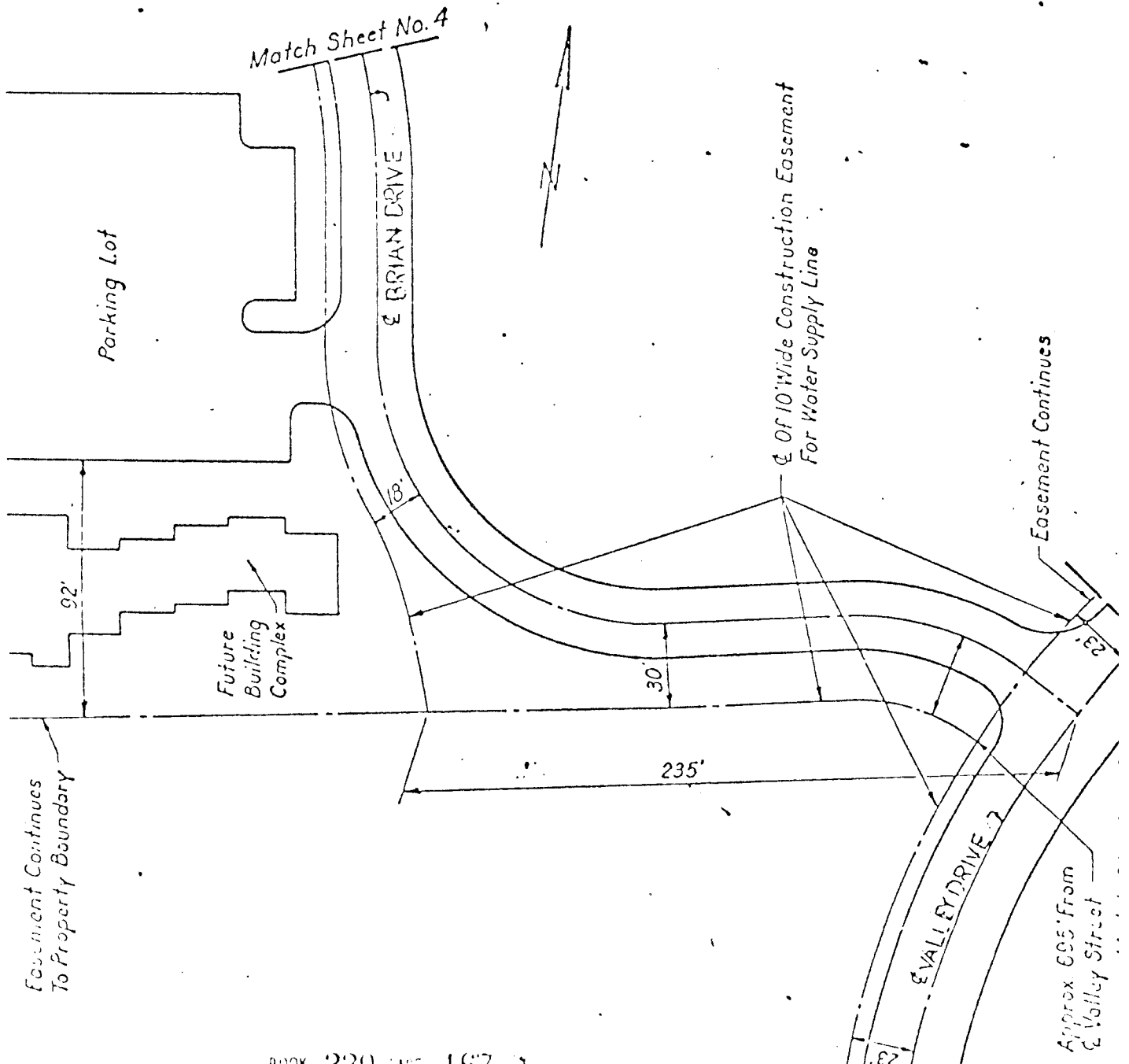


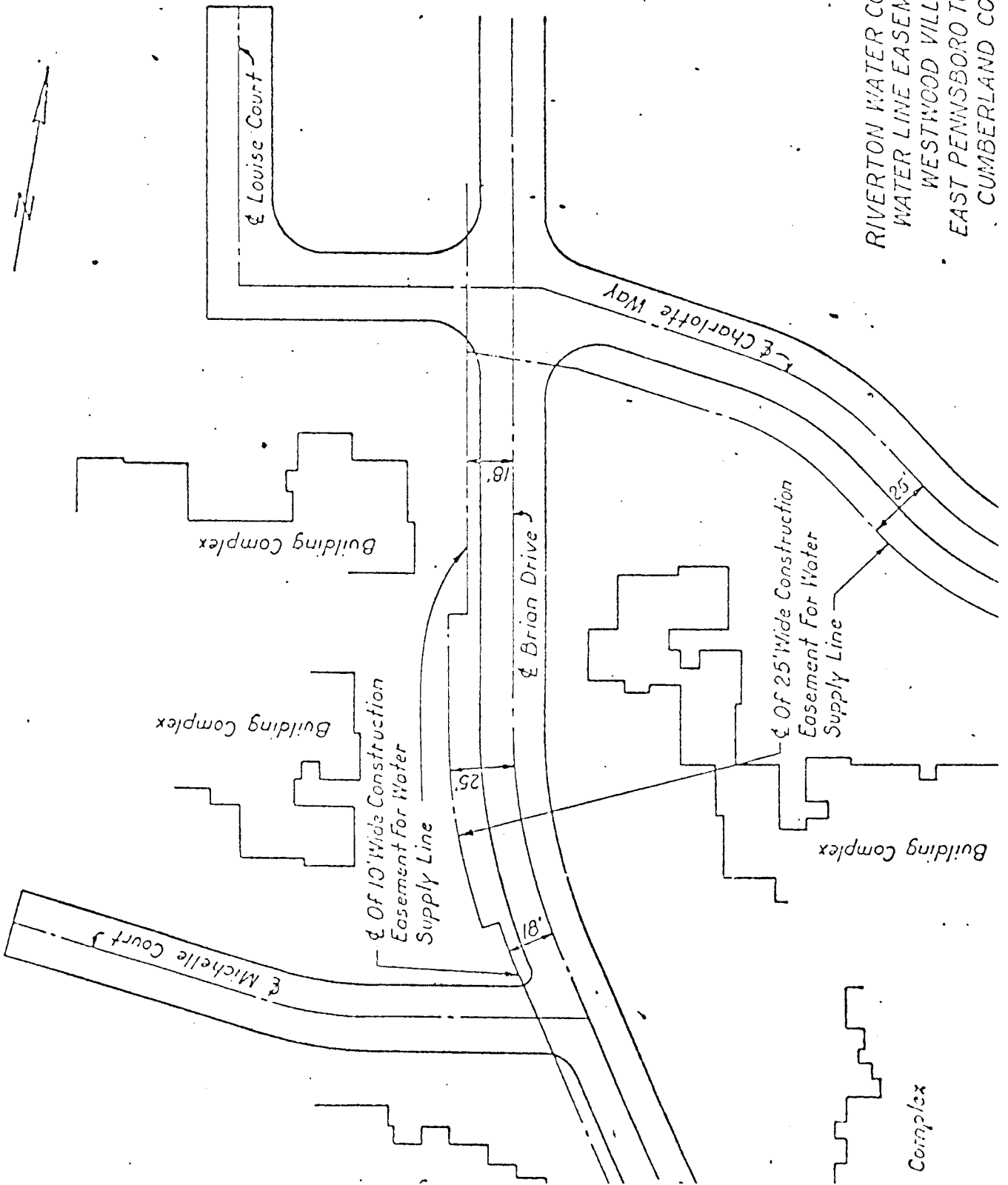
± OF 10' Wide Construction Easement  
For Water Supply Line



RIVERTON WATER COMPANY  
WATER LINE EASEMENT  
WESTWOOD VILLAGE  
EAST PENNSBORO TOWNSHIP  
CUMBERLAND COUNTY  
Sheet No. 1

RIVERTON WATER COMPANY  
WATER LINE EASEMENT  
WESTWOOD VILLAGE  
EAST PENNSBORO TOWNSHIP  
CUMBERLAND COUNTY  
Sheet No. 2





RIVERTON WATER COMPAN  
 WATER LINE EASEMENT  
 WESTWOOD VILLAGE  
 EAST PENNSBORO TOWNSHIP  
 CUMBERLAND COUNTY

Complex

DEED OF EASEMENT AND RIGHT-OF-WAY

A-2423.2

THIS INDENTURE made this 23 day of May, 1978, by and between THE WESTPORT COMPANY, a Massachusetts business trust (hereinafter referred to as "Grantor") and RIVERTON CONSOLIDATED WATER COMPANY, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, having an office for the transaction of business at 5010 Lenker Street, Hampden Township, Cumberland County, Pennsylvania, and a mailing address at Post Office Box 108, Lemoyne, Cumberland County, Pennsylvania (hereinafter referred to as "Grantee").

WITNESSETH:

That Grantor, in consideration of the covenants and agreements hereinafter recited and the sum of One Dollar (\$1.00) do hereby grant and convey, bargain and sell unto Grantee, its successors and assigns, forever, an easement and free uninterrupted and unobstructed right-of-way in, under, across and over the property owned by Grantor, situate in East Pennsboro Township described in accordance with the plans and specifications attached hereto and incorporated herein by reference.

BEING the same premises which Robert B. Failor, Sheriff, by deed recorded November 6, 1975, recorded in Deed Book "I", Volume 26, Page 73, in the office of the Recorder of Deeds of Cumberland County, granted and conveyed unto The Westport Company, Grantor herein.

AND BEING subject to a Declaration of Condominium creating and establishing Westwood Village Condominium dated January 29, 1975, and recorded in the office of the Recorder of Deeds in and for Cumberland County, Pennsylvania, in Misc. Book 213, Page 283, and amended by a certain First Amendment to Declaration Creating and Establishing Westwood Village Condominium dated

May 28, 1976, and recorded on June 22, 1976, in Misc. Book 222 at page 729, and a certain Second Amendment to Declaration Creating and Establishing Westwood Village Condominium dated July 21, 1976, and recorded on July 26, 1976, in Misc. Book 223 at page 343, a Code of Regulations of the same date recorded in the aforesaid office in Misc. Book 213, Page 328, and amended by a certain First Amendment to Code of Regulations of Westwood Village Condominium dated May 28, 1976, and recorded on June 22, 1976, in Misc. Book 222 at page 737, and to a certain Plan of Condominium of Westwood Village recorded in the aforesaid office on January 2, 1975, in Plan Book 26, Page 15, and amended by a certain First Amendment to Declaration Plan of Westwood Village Condominium dated July 21, 1976, and recorded on July 26, 1976, in Plan Book 28 at page 72.

FOR THE PURPOSE of installing, laying, operating, maintaining, inspecting, removing, repairing, replacing, relaying, and adding to, from time to time, pipe or pipes, with necessary fittings, appurtenances and attached facilities, including lateral and connections for the transmission and distribution of water.

TOGETHER with the right of the Grantee, its successors and assigns, to enter in and upon the premises described above with men and machinery, vehicles and materials, at any and all times for the purpose of maintaining, repairing, renewing, or adding to the aforesaid water pipelines and appurtenances, and for doing anything necessary, useful or convenient for the enjoyment of the easement and right-of-way herein granted.

TO HAVE AND TO HOLD the above granted easement and right-of-way unto the said Grantee, its successors and assigns forever.

The Grantee agrees by the acceptance of this Deed of Easement and Right-of-way that, upon any opening made in connection with any of the purposes of this easement and right-of-way, said opening shall be backfilled and resurfaced to as nearly

as possible the same condition as existed when said opening was made, all such work to be done at the expense of the Grantee. The Grantee agrees to hold the Grantor harmless from and against any and all claims of any kind or nature which may be made against the Grantor arising out of or relating to the performance by the Grantee of any of the activities at the premises as described herein.

And the said Grantor does covenant with the said Grantee as follows:

1. That the Grantor is the owner in fee simple of the real estate hereby subjected to said easement, unless the same shall have been previously subjected to the condominium documents, and right-of-way and have good right to grant and convey the same.

2. That Grantee shall quietly enjoy said easement and right-of-way.

3. That the premises hereby subjected to said easement and right-of-way are subject to no mortgages.

The name THE WESTPORT COMPANY is the designation of the Trustees for the time being under a Declaration of Trust dated September 27, 1971 (to which John N. Worcester was a party as Settlor) filed with the Secretary of the Commonwealth of Massachusetts on that date and thereafter from time to time amended and restated. All persons dealing with THE WESTPORT COMPANY must look solely to the Trust property for the enforcement of any claims against THE WESTPORT COMPANY as no Trustee, Officer, Manager, Agent, or Shareholder assumes any personal liability for obligations entered into on behalf of THE WESTPORT COMPANY.

IN WITNESS WHEREOF, the Grantor has hereunto caused the execution hereof by its duly authorized officers and the

affixing of its corporate seal, all as of the day and year first above written.

THE WESTPORT COMPANY

Attest:

By [Signature]  
Title: Vice Pres.



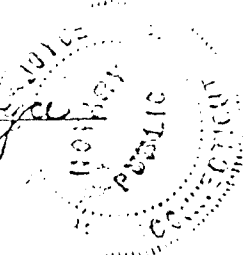
✓ [Signature]  
Secretary

STATE OF Connecticut )  
COUNTY OF Fairfield ) : SS.

On this, the 23 day of May, 1978, before me, the undersigned officer, personally appeared Richard T. Calabrese who acknowledged himself to be the Vice President of The Westport Company, and that he, as such Vice President being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of The Westport Company by himself as Vice President.

In witness whereof, I herewith set my hand and seal.

[Signature]  
Notary Public



NOTARY PUBLIC  
My Commission Expires March 31, 1981

DEED OF EASEMENT AND RIGHT-OF-WAY

A 2521.3

THIS INDENTURE made this 30th day of August, 1979  
by and between THE WESTPORT COMPANY, a Massachusetts business trust  
(hereinafter referred to as "Grantor") and RIVERTON CONSOLIDATED WATER COMPANY,  
a corporation organized and existing under the laws of the Commonwealth of  
Pennsylvania, having an office for the transaction of business at 5010 Lenker  
Street, Hampden Township, Cumberland County, Pennsylvania, and a mailing address  
at Post Office Box 108, Lemoyne, Cumberland County, Pennsylvania (hereinafter  
referred to as "Grantee").

WITNESSETH:

That Grantor, in consideration of the covenants and agreements hereinafter  
recited and the sum of One Dollar (\$1.00) do hereby grant and convey, bargain  
and sell unto Grantee, its successors and assigns, forever, an easement and free  
uninterrupted and unobstructed right-of-way in, under, across and over the property  
owned by Grantor, situate in East Pennsboro Township described in accordance  
with the plans and specifications attached hereto and incorporated herein by  
reference.

BEING the same premises which Robert B. Failor, Sheriff, by deed recorded  
November 6, 1975, recorded in Deed Book "I", Volume 26, Page 73, in the office  
of the Recorder of Deeds of Cumberland County, granted and conveyed unto The  
Westport Company, Grantor herein.

AND BEING subject to a Declaration of Condominium creating and establishing  
Westwood Village Condominium dated January 29, 1975, and recorded in the office  
of the Recorder of Deeds in and for Cumberland County, Pennsylvania, in Misc.  
Book 213, Page 283, and amended by a certain First Amendment to Declaration  
Creating and Establishing Westwood Village Condominium dated May 28, 1976, and  
recorded on June 22, 1976, in Misc. Book 222 at page 729, and a certain Second  
Amendment to Declaration Creating and Establishing Westwood Village Condominium  
dated July 21, 1976, and recorded on July 26, 1976, in Misc. Book 223 at page  
343, a Code of Regulations of the same date recorded in the aforesaid office in  
Misc. Book 213, Page 328, and amended by a certain First Amendment to Code of

*For A/W Plan see A/W Plan Book to Pg 58.*



Westwood Village Condominium dated July 21, 1976, and recorded on July 26, 1976, in Plan Book 28 at page 72.

FOR THE PURPOSE of installing, laying, operating, maintaining, inspecting, removing, repairing, replacing, relaying, and adding to, from time to time, pipe or pipes, with necessary fittings, appurtenances and attached facilities, including lateral and connections for the transmission and distribution of water.

TOGETHER with the right of the Grantee, its successors and assigns, to enter in and upon the premises described above with men and machinery, vehicles and materials, at any and all times for the purpose of maintaining, repairing, renewing, or adding to the aforesaid water pipelines and appurtenances, and for doing anything necessary, useful or convenient for the enjoyment of the easement and right-of-way herein granted.

TO HAVE AND TO HOLD the above granted easement and right-of-way unto the said Grantee, its successors and assigns forever.

The Grantee agrees by the acceptance of this Deed of Easement and Right-of-Way that, upon any opening made in connection with any of the purposes of this easement and right-of-way, said opening shall be backfilled and resurfaced to as nearly as possible the same condition as existed when said opening was made, all such work to be done at the expense of the Grantee. The Grantee agrees to hold the Grantor harmless from and against any and all claims of any kind or nature which may be made against the Grantor arising out of or relating to the performance by the Grantee of any of the activities at the premises as described herein.

And the said Grantor does covenant with the said Grantee as follows:

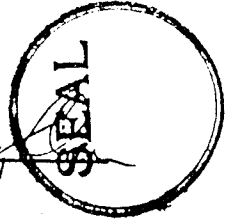
1. That the Grantor is the owner in fee simple of the real estate hereby subjected to said easement, unless the same shall have been previously subjected to the condominium documents, and right-of-way and have good right to grant and convey the same.
2. That Grantee shall quietly enjoy said easement and right-of-way.
3. That the premises hereby subjected to said easement and right-of-way are subject to no mortgages.

The name THE WESTPORT COMPANY is the designation of the Trustees for the

of Massachusetts on that date and thereafter from time to time amended and restated. All persons dealing with THE WESTPORT COMPANY must look solely to the Trust property for the enforcement of any claims against THE WESTPORT COMPANY as no Trustee, Officer, Manager, Agent, or Shareholder assumes any personal liability for obligations entered into on behalf of THE WESTPORT COMPANY.

IN WITNESS WHEREOF, the Grantor has hereunto caused the execution hereof by its duly authorized officers and the affixing of its corporate seal, all as of the day and year first above written.

THE WESTPORT COMPANY



By Robert T. Coughlan  
Title: President

Attest:

Thomas W. Dorey  
Secretary

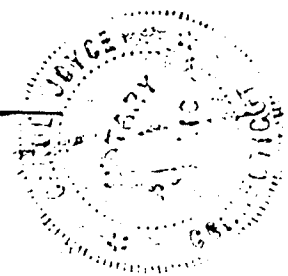
STATE OF CONNECTICUT )  
                                  : SS.  
COUNTY OF FAIRFIELD )

RECORDED OFFICE OF THE  
CLERK OF THE  
CUMBERLAND COUNTY  
PENNSYLVANIA  
SEP 19 11 08 AM '79

On this, the 30th day of August, 1979, before me, the undersigned officer, personally appeared Robert T. Coughlan who acknowledged himself to be the President of The Westport Company, and that he, as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of The Westport Company by himself as President

In witness whereof, I herewith set my hand and seal.

Carl Joyce  
Notary Public



State of Pennsylvania }  
County of Cumberland } SS  
Recorded in the office for the recording of Deeds  
etc., in and for Cumberland County, Pa.

NOTARY PUBLIC  
My Commission Expires March 31, 1981

EASEMENT REQUIRED FOR CONSTRUCTION OF A  
WATER SUPPLY LINE

by the

RIVERTON CONSOLIDATED WATER COMPANY  
WESTWOOD VILLAGE, EAST PENNSBORO TOWNSHIP

The following is a description of a ten (10) foot wide easement for construction and maintenance of a water supply line by Riverton Consolidated Water Company. The width of easement becomes twenty-five (25) feet when parking lots are traversed. A diagrammatic description is attached.

1. The easement begins thirty-six (36) feet northeast of the intersection of Brian Drive and Lee Lane. From this point the easement continues in an easterly direction three hundred and fourteen (314) feet parallel to Lee Lane. The centerline of the easement is located twenty-eight (28) feet north of the centerline of Lee Lane.

2. The easement then continues in a southerly direction two hundred (200) feet parallel to Lee Lane. The centerline of the easement is located twenty-eight (28) feet east of the centerline of Lee Lane.

3. The easement then continues in a westerly direction one hundred and three (103) feet parallel to Lee Lane. The centerline of the easement is located twenty-eight (28) feet south of the centerline of Lee Lane.

4. The easement then continues in a southwesterly direction one hundred and fifty-nine (159) feet from Lee Lane to Charlotte Way.

FF&L FORM 906

HARRISBURG RURAL DISTRIBUTION SYSTEM  
EXTENSION TO WESTWOOD VILLAGE

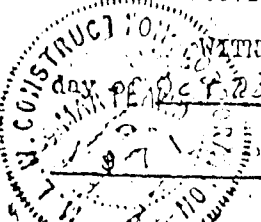
KNOW ALL MEN BY THESE PRESENTS, That MCW CONSTRUCTION  
CORPORATION a Maryland Corporation, having principal office at

8401 Connecticut Ave., Penthouse 3, Chevy Chase, Md. hereinafter called Grantors,

in consideration of the sum of One Dollar (\$1.00) to 45 paid at the date hereof by PENNSYLVANIA POWER & LIGHT COMPANY, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the said Company and to The Bell Telephone Company of Pennsylvania hereinafter called Grantees, the right, privilege and authority to construct, reconstruct, operate and maintain aerial and/or underground line or lines, equipment and appurtenant facilities as said Grantees deem necessary and proper for the operation of electric transmission and distribution system or systems and communication system or systems upon, over, across, under and along the property of Grantors known as Westwood Village Section #1 and situated in the TOWNSHIP of EAST PENNSBORO, County of CUMBERLAND, Commonwealth of Pennsylvania, and upon, over, across, under and along the roads, streets or highways adjoining the said property as shown on the plan hereto attached and made a part hereof, including the service extensions from these lines to individual lots as may be from time to time necessary, including the right of ingress and egress to and from the said lines and service extensions at all times for any of the purposes aforesaid; and also the right to trim, cut or remove trees, underbrush and other obstructions within TEN ( 10 ) feet from either side of said electric and communication lines which in the judgment of Grantees, may at any time interfere with the construction, reconstruction, maintenance or operation of the said electric and communication lines or menace the same, and in connection therewith, the right to remove, if necessary, the root systems of said trees, brush or other undergrowth, and to treat said brush and undergrowth with non-toxic chemicals for their removal and control, provided, however, any damage (other than for said trimming, cutting or removing) to the property of Grantors, caused by said Grantees in constructing or maintaining the said electric and communication lines, shall be borne by the respective Grantees.

AND, further, Grantors do hereby covenant and agree to and with the said Grantees that they will not erect or permit the erection of any building on said property within a distance of TEN ( 10 ) feet from either side of the said electric and communication lines, and that the said Grantees, shall not be limited in their enjoyment of the rights hereby granted to such a line or lines of aerial and/or underground equipment and appurtenant facilities as may be first constructed on said land, but that the said Grantees shall have, at all times in the future, the right to construct, operate and maintain, and from time to time reconstruct additional aerial and/or underground equipment and appurtenant facilities within the above specified distance on which no building shall be erected.

The words "Grantors" and "Grantees" shall include their heirs, executors, administrators, successors and assigns, as the case may be.



WITNESS the due execution and sealing hereof this 15<sup>th</sup>  
1952, A.D., 1952.

[Signature] (SEAL)  
President

FOR RIGHT OF WAY PLAN SEE RIGHT OF WAY  
PLAN BOOK & PAGE R2 11-14-73

HARRISBURG RURAL DISTRIBUTION SYSTEM  
M, L, W, CONSTRUCTION - WESTWOOD VILLAGE

KNOW ALL MEN BY THESE PRESENTS, That M. L. W. CONSTRUCTION

CORPORATION HAVING ITS PRINCIPAL OFFICE AT PENTHOUSE THREE,

8401 CONNECTICUT AVE CHEVY CHASE MARYLAND 20015 hereinafter called Grantors,

in consideration of the sum of One Dollar (\$1.00) to IT paid at the date hereof by PENNSYLVANIA POWER & LIGHT COMPANY, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the said Company and to THE BELL

TELEPHONE COMPANY OF PENNSYLVANIA hereinafter called Grantees, the right, privilege and authority to construct, reconstruct, operate and maintain aerial and/or underground line or lines, equipment and appurtenant facilities as said Grantees deem necessary and proper for the operation of electric transmission and distribution system or systems and communication system or systems upon, over, across, under and along the property of Grantors known as WEST WOOD VILLAGE and situated in the TOWNSHIP of

EAST PENNSBORO, County of CUMBERLAND, Commonwealth of Pennsylvania, and upon, over, across, under and along the roads, streets or highways adjoining the said property as shown on the plan hereto attached and made a part hereof, including the service extensions from these lines to individual lots as may be from time to time necessary, including the right of ingress and egress to and from the said lines and service extensions at all times for any of the purposes aforesaid; and also the right to trim, cut or remove trees, underbrush and other obstructions within TEN ( 10 ) feet from either side of said electric and communication lines which in the judgment of Grantees, may at any time interfere with the construction, reconstruction, maintenance or operation of the said electric and communication lines or menace the same, and in connection therewith, the right to remove, if necessary, the root systems of said trees, brush or other undergrowth, and to treat said brush and undergrowth with non-toxic chemicals for their removal and control, provided, however, any damage (other than for said trimming, cutting or removing) to the property of Grantors, caused by said Grantees in constructing or maintaining the said electric and communication lines, shall be borne by the respective Grantees.

AND, further, Grantors do hereby covenant and agree to and with the said Grantees that they will not erect or permit the erection of any building on said property within a distance of TEN ( 10 ) feet from either side of the said electric and communication lines, and that the said Grantees, shall not be limited in their enjoyment of the rights hereby granted to such a line or lines of aerial and/or underground equipment and appurtenant facilities as may be first constructed on said land, but that the said Grantees shall have, at all times in the future, the right to construct, operate and maintain, and from time to time reconstruct additional aerial and/or underground equipment and appurtenant facilities within the above specified distance on which no building shall be erected.

The words "Grantors" and "Grantees" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

WITNESS the due execution and ensembling hereof this 11th

day of March, A.D., 19 75.



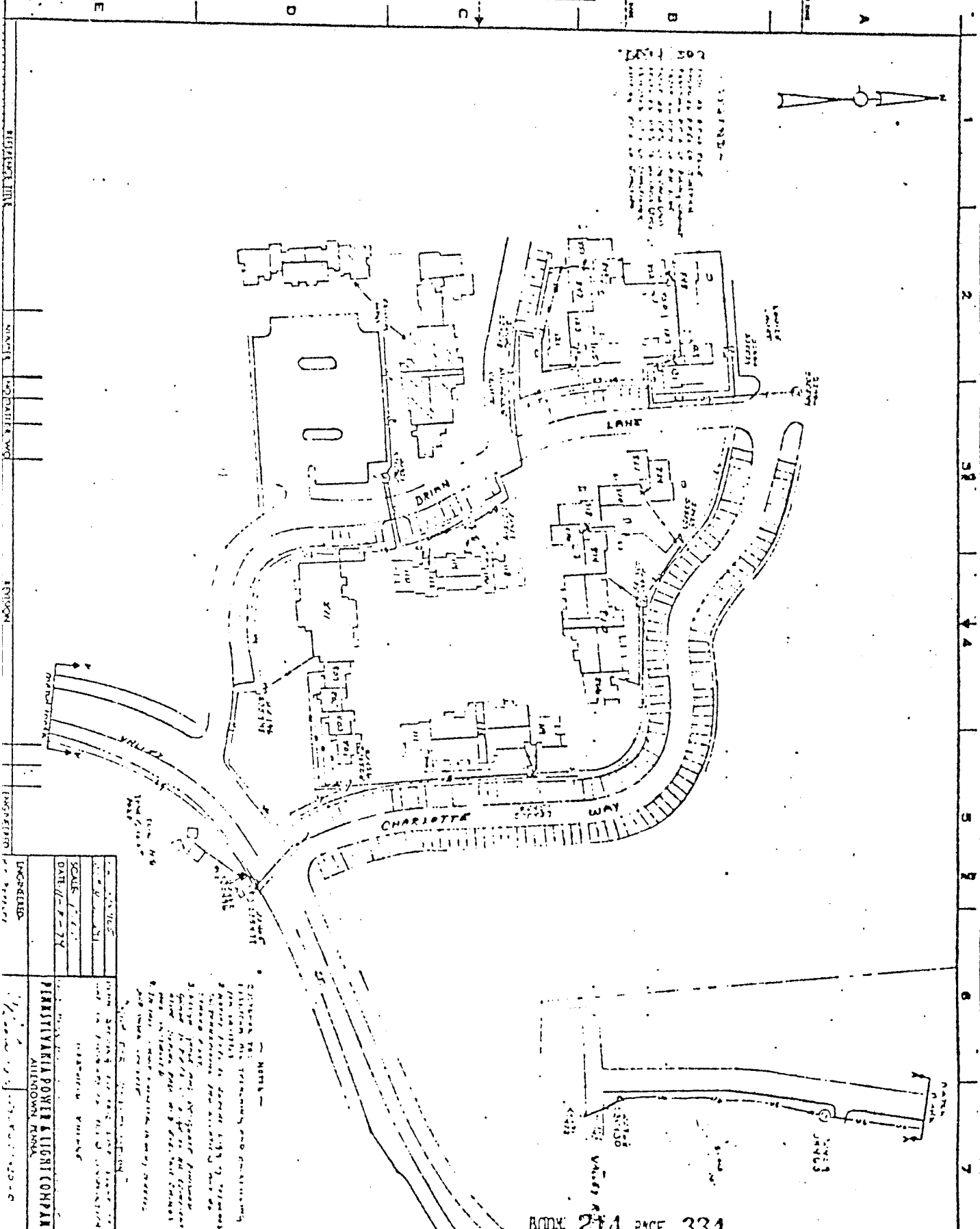
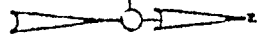
MICHAEL P. RUBIN

Michael P. Rubin  
SECRETARY

By: M. L. W. CONSTRUCTION CORPORATION

Martin L. Weil (SEAL)

MARTIN L. WEIL (SEAL)



SECTION 1  
 SECTION 2  
 SECTION 3  
 SECTION 4  
 SECTION 5  
 SECTION 6  
 SECTION 7

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NOTES:  
 1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 2. ALL WALLS ARE 12" THICK UNLESS OTHERWISE NOTED.  
 3. ALL FLOORS ARE 4" CONCRETE ON 8" GRAVEL UNLESS OTHERWISE NOTED.  
 4. ALL ROOFS ARE 2" POLYSTYRENE INSULATION ON 2" GYP. BOARD UNLESS OTHERWISE NOTED.  
 5. ALL CEILING ARE 15' UNLESS OTHERWISE NOTED.  
 6. ALL DOORS ARE 36" WIDE UNLESS OTHERWISE NOTED.  
 7. ALL WINDOWS ARE 48" WIDE UNLESS OTHERWISE NOTED.  
 8. ALL STAIRS ARE 8" WIDE UNLESS OTHERWISE NOTED.  
 9. ALL ELEVATIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 10. ALL FINISHES ARE TO FACE UNLESS OTHERWISE NOTED.  
 11. ALL UTILITIES ARE TO FACE UNLESS OTHERWISE NOTED.  
 12. ALL EASMENTS ARE TO FACE UNLESS OTHERWISE NOTED.  
 13. ALL SETBACKS ARE TO FACE UNLESS OTHERWISE NOTED.  
 14. ALL CORNERS ARE 1/4" RADIUS UNLESS OTHERWISE NOTED.  
 15. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.  
 16. ALL DIMENSIONS ARE IN FEET AND INCHES.  
 17. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 18. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 19. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 20. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

DATE: 11-1-74	PENNSYLVANIA POWER & LIGHT COMPANY ALLIANTOWN PLANT
SCALE: 1/8" = 1'-0"	
DESIGNED BY: [Name]	PENNSYLVANIA POWER & LIGHT COMPANY ALLIANTOWN PLANT
CHECKED BY: [Name]	
DATE: 11-1-74	PENNSYLVANIA POWER & LIGHT COMPANY ALLIANTOWN PLANT
SCALE: 1/8" = 1'-0"	
DESIGNED BY: [Name]	PENNSYLVANIA POWER & LIGHT COMPANY ALLIANTOWN PLANT
CHECKED BY: [Name]	

HARRISBURG RURAL DISTRIBUTION SYSTEM  
SERVICE TO WESTWOOD VILLAGE

- PP&L FORM 906

KNOW ALL MEN BY THESE PRESENTS, That The West Port Company

A Massachusetts Business Trust having an office at

830 State St. East. West Port Conn. 06880 hereinafter called Grantors,

in consideration of the sum of One Dollar (\$1.00) to it paid at the date hereof by PENNSYLVANIA POWER & LIGHT COMPANY, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the said Company and to The Bell

Telephone Company of Pennsylvania hereinafter called Grantees, the right, privilege and authority to construct, reconstruct, operate and maintain aerial and/or underground line or lines, equipment and appurtenant facilities as said Grantees deem necessary and proper for the operation of electric transmission and distribution system or systems and communication system or systems upon, over, across, under and along the property of Grantors known as Westwood Village

and situated in the Township of East Pennsboro, County of Cumberland, Commonwealth of Pennsylvania, and upon, over, across, under and along the roads, streets or highways adjoining the said property as shown on the plan hereto attached and made a part hereof, including the service extensions from these lines to individual lots as may be from time to time necessary, including the right of ingress and egress to and from the said lines and service extensions at all times for any of the purposes aforesaid; and also the right to trim, cut or remove trees, underbrush and other obstructions within ten ( 10 ) feet from either side of said electric and communication lines which in the judgment of Grantees, may at any time interfere with the construction, reconstruction, maintenance or operation of the said electric and communication lines or menace the same, and in connection therewith, the right to remove, if necessary, the root systems of said trees, brush or other undergrowth, and to treat said brush and undergrowth with non-toxic chemicals for their removal and control, provided, however, any damage (other than for said trimming, cutting or removing) to the property of Grantors, caused by said Grantees in constructing or maintaining the said electric and communication lines, shall be borne by the respective Grantees.

AND, further, Grantors do hereby covenant and agree to and with the said Grantees that they will not erect or permit the erection of any building on said property within a distance of five ( 5 ) feet from either side of the said electric and communication lines, and that the said Grantees, shall not be limited in their enjoyment of the rights hereby granted to such a line or lines of aerial and/or underground equipment and appurtenant facilities as may be first constructed on said land, but that the said Grantees shall have, at all times in the future, the right to construct, operate and maintain, and from time to time reconstruct additional aerial and/or underground equipment and appurtenant facilities within the above specified distance on which no building shall be erected.

The words "Grantors" and "Grantees" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

WITNESS the due execution and sealing hereof this 22nd day of January, A.D., 1979.

Robert W. Deegan Jr.  
Secy.

The West Port Company  
Robert T. ... (SEAL)

HARRISBURG RURAL DISTRIBUTION SYSTEM  
WO H-54335

PP&L FORM 906

KNOW ALL MEN BY THESE PRESENTS, That The Westport Company

a Connecticut Corporation with office at 830 Post Road East, Westport, Connecticut

06880 hereinafter called Grantors,

in consideration of the sum of One Dollar (\$1.00) to it paid at the date hereof by PENNSYLVANIA POWER & LIGHT COMPANY, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the said Company and to The Bell

Telephone Company of Pennsylvania hereinafter called Grantees,

the right, privilege and authority to construct, reconstruct, operate and maintain aerial and/or underground line or lines, equipment and appurtenant facilities as said Grantees deem necessary and proper for the operation of electric transmission and distribution system or systems and communication system or systems upon, over, across, under and along the property of Grantors known as Westwood Village

and situated in the Township of

East Pennsboro, County of Cumberland, Commonwealth of Pennsylvania, and upon, over, across, under and along the roads, streets or highways adjoining the said property as shown on the plan hereto attached and made a part hereof, including the service extensions from these lines to individual lots as may be from time to time necessary, including the right of ingress and egress to and from the said lines and service extensions at all times for any of the purposes aforesaid; and also the right to trim, cut or remove trees, underbrush and other obstructions within Ten ( 10 ) feet from either side of said electric and communication lines which in the judgment of Grantees, may at any time interfere with the construction, reconstruction, maintenance or operation of the said electric and communication lines or menace the same, and in connection therewith, the right to remove, if necessary, the root systems of said trees, brush or other undergrowth, and to treat said brush and undergrowth with non-toxic chemicals for their removal and control, provided, however, any damage (other than for said trimming, cutting or removing) to the property of Grantors, caused by said Grantees in constructing or maintaining the said electric and communication lines, shall be borne by the respective Grantees.

AND, further, Grantors do hereby covenant and agree to and with the said Grantees that they will not erect or permit the erection of any building on said property within a distance of Five ( 5 ) feet from either side of the said electric and communication lines, and that the said Grantees, shall not be limited in their enjoyment of the rights hereby granted to such a line or lines of aerial and/or underground equipment and appurtenant facilities as may be first constructed on said land, but that the said Grantees shall have, at all times in the future, the right to construct, operate and maintain, and from time to time reconstruct additional aerial and/or underground equipment and appurtenant facilities within the above specified distance on which no building shall be erected.

The words "Grantors" and "Grantees" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

WITNESS the due execution and sealing hereof this 30<sup>th</sup>

day of March, 1979.

Thomas W. ... Secretary  
The Westport Company (SEAL)  
By: Robert ... President (SEAL)  
BY P. P. & L. CO. (SEAL)  
BOOK 249 PAGE 86.5



7/24/89

H-21433

89191027

12

PP&L FORM 906

KNOW ALL MEN BY THESE PRESENTS, That Council of Westwood Village,  
650 Westwood Drive, ENOLA, PA. 17025

hereinafter called Grantors,

in consideration of the sum of One Dollar (\$1.00) to it paid at the date hereof by PENNSYLVANIA POWER & LIGHT COMPANY, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the said Company and to Bell Telephone Company of Pennsylvania hereinafter called Grantees, the right, privilege and authority to construct, reconstruct, operate and maintain aerial and/or underground line or lines, equipment and appurtenant facilities as said Grantees deem necessary and proper for the operation of electric transmission and distribution system or systems and communication system or systems upon, over, across, under and along the property of Grantors known as Westwood Village - Part 2

and situated in the TOWNSHIP of East Pennsboro, County of Cumberland, Commonwealth of Pennsylvania, and upon, over, across, under and along the roads, streets or highways adjoining the said property as shown on the plan hereto attached and made a part hereof, including the service extensions from these lines to individual lots as may be from time to time necessary, including the right of ingress and egress to and from the said lines and service extensions at all times for any of the purposes aforesaid; and also the right to trim, cut or remove trees, underbrush and other obstructions within TEN (- 10 -) feet from either side of said electric and communication lines which in the judgment of Grantees, may at any time interfere with the construction, reconstruction, maintenance or operation of the said electric and communication lines or menace the same, and in connection therewith, the right to remove, if necessary, the root systems of said trees, brush or other undergrowth, and to treat said brush and undergrowth with non-toxic chemicals for their removal and control, provided, however, any damage (other than for said trimming, cutting or removing) to the property of Grantors, caused by said Grantees in constructing or maintaining the said electric and communication lines, shall be borne by the respective Grantees.

AND, further, Grantors do hereby covenant and agree to and with the said Grantees that they will not erect or permit the erection of any building on said property within a distance of TEN (- 10 -) feet from either side of the said electric and communication lines, and that the said Grantees, shall not be limited in their enjoyment of the rights hereby granted to such a line or lines of aerial and/or underground equipment and appurtenant facilities as may be first constructed on said land, but that the said Grantees shall have, at all times in the future, the right to construct, operate and maintain, and from time to time reconstruct additional aerial and/or underground equipment and appurtenant facilities within the above specified distance on which no building shall be erected.

The words "Grantors" and "Grantees" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

WITNESS the due execution and ensembling hereof this 5<sup>th</sup> day of July, A.D., 1989.

Council of Westwood Village (SEAL)

(SEAL)

Kenneth R. Williams  
Witness

by: Anthony B. Parr, Pres. (SEAL)

[Signature] (SEAL)

BOOK 366 PAGE 1102

ER-308509

CUMBERLAND COUNTY  
CABLE TV  
*Patricia A. Vance*

RECORDED-OFFICE OF THE  
RECORDER OF DEEDS  
CUMBERLAND COUNTY, PA.  
'87 MAY 15 AM 10 39

EASEMENT AGREEMENT

BETWEEN Westwood Village Community Assn CONDOMINIUM  
650 Westwood Dr  
ENOLA, Pa 17025

Sammons Communications, Inc.  
4601 Smith Street  
Harrisburg, Penna. 17109-1597  
(hereinafter SCI)

In consideration of services rendered, the parties agree that SCI shall have a permanent right-of-way easement permission to construct, maintain, inspect, operate, replace, repair, or remove cable television system facilities and attachments, including cables, amplifiers, etc., as may be necessary and convenient upon, over, under, across and through the lands of the OWNER, described as follows:

WESTWOOD VILLAGE CONDOMINIUM  
BLOCK FOUR  
E. Pennsylvania Turn

SCI shall have the right of ingress and egress over land of the OWNER for the purpose of this agreement.

SCI agrees that the construction of the cable television system will conform to the local utilities method of construction, and shall be in accordance with the building codes of the Commonwealth of Penna. and the local municipality.

SCI agrees that the property of the OWNER shall be left neat and clean. Any damage to the property of the OWNER, attributable to the employees, agents, or contractors of SCI, shall be promptly repaired, or replaced, or paid for by SCI. The provisions of this Easement Agreement shall run with the land for the benefit of it, and shall be binding upon the parties, their successors, and assignees.

Dated 5/19/87

*John Calama*  
(OWNER) COUNCIL PRESIDENT

Witness:  
Audrey B. Parr

SAMMONS COMMUNICATIONS, INC.  
Russell E. Parr

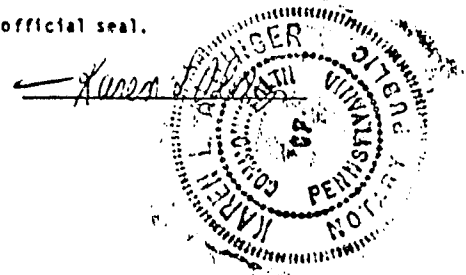
COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CUMBERLAND

On this, the 19th day of MAY, 1987, before me, a Notary Public, the undersigned officer, personally appeared

JOHN CALAMAR  
known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

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

KAREN L. BENDER, Notary Public  
EAST PENNSYLVANIA, CUMBERLAND COUNTY



**THIS ENDORSEMENT CHANGES THE POLICY. PL**

**POLICY CHANGE**

POLICY NUMBER 58 BP 191-366-3005

POLICY CHANGES EFFECTIVE SEPTEMBER 2, 2005	COMPANY NATIONWIDE PROPERTY AND CASU.
NAMED INSURED  WESTWOOD VILLAGE CONDOMINIUM ASSOC 650 WESTWOOD DR ENOLA PA 17025	AUTHORIZED RE KEITH J ZEIGER 0007863-37
COVERAGE PARTS AFFECTED ALL	
<p style="text-align: center;">CHANGES</p> <p>SUBJECT TO ALL TERMS AND CONDITIONS OF THE POLICY, IT IS UNDERSTOOD AND AGREED THAT: THE FOLLOWING MORTGAGEE HAS BEEN ADDED: COUNTRYWIDE HOME LOANS ISAOS/ ATIMA PO BOX 961206 FORT WORTH, TX 76161 INTEREST 01 HAS BEEN ADDED FOR THE PRECEDING MORTGAGEE AS RESPECTS TO LOCATION 001 BUILDING 16 837-841 CHARLOTTE WAY EAST PENNSBORO TWP ENOLA, PA 17025</p> <p>Additional \$ <span style="float: right;">Return \$</span></p>	

Authorized Representative Signature