

DECLARATION OF CONDOMINIUM OF
THE COURTYARDS OF CARLISLE, A CONDOMINIUM COMMUNITY

INDEX TO DECLARATION OF CONDOMINIUM OF
THE COURTYARDS OF CARLISLE, A CONDOMINIUM COMMUNITY

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DECLARATION OF CONDOMINIUM OF
THE COURTYARDS OF CARLISLE, A CONDOMINIUM COMMUNITY

ARTICLE

EXHIBITS:

- I. Exhibit "A" - Land Description
- IV. Exhibit "B" - Unit Owners' Undivided Shares in the Common Elements
- III. Exhibit "C" - Unit Identifying Numbers and Postal Addresses
- V. Exhibit "D" - Recorded Easements
- XV. Exhibit "E" - Standards of Services Provided by the Association -
Common Elements
- XIX. Exhibit "F" - Legal Description of Convertible/Withdrawable Real Estate

DECLARATION OF CONDOMINIUM
OF THE COURTYARDS OF CARLISLE, A CONDOMINIUM COMMUNITY

COC Associates, a Pennsylvania limited partnership, maintaining a principal place of business at 33 North Market Street, Lancaster, Pennsylvania 17608, referred to, together with its successors and assigns as "Declarant", hereby makes this Declaration of Condominium of The Courtyards of Carlisle, A Condominium Community.

I

SUBMISSION TO CONDOMINIUM ACT:
NAME OF CONDOMINIUM

A. Submission to Condominium Act. By this Declaration of Condominium, Declarant hereby submits to condominium ownership under and pursuant to the Uniform Condominium Act of the Commonwealth of Pennsylvania, Title 68, Sec. 3101 et seq. of the Pennsylvania Consolidated Statutes, as the same may be from time to time amended (the "Condominium Act"), that certain tract of land situate in the Borough of Carlisle, County of Cumberland and Commonwealth of Pennsylvania, which is described in Exhibit "A" attached hereto (said tract of land being hereinafter referred to as the "Land"), together with all improvements situate thereon (being hereinafter referred to as the "Condominium Property"). The Condominium Property shall initially contain twelve (12) Units (as said term is hereinafter defined). Through the creation of additional Units on the Convertible Real Estate, Declarant has reserved the right to create up to a total of one hundred forty-two (142) Units. The Condominium Property is situated in the Borough of Carlisle, County of Cumberland and Commonwealth of Pennsylvania.

B. Name of Condominium. The name by which the condominium created by this Declaration of Condominium (hereinafter the "Condominium") is to be identified is The Courtyards of Carlisle, A Condominium Community.

C. Flexible Condominium. This Condominium is a Flexible Condominium which contains both Withdrawable and Convertible Real Estate.

II

DEFINITIONS

When used in this Declaration of Condominium, the following terms (unless the context clearly requires otherwise) shall have the following respective meanings:

A. "Articles of Incorporation" means the Articles of Incorporation of the Association, as the same may from time to time be amended.

B. "Assessment" means a share of the funds required for the payment of Common Expenses which, from time to time, is assessed against a Unit Owner.

C. "Association" means The Courtyards of Carlisle Unit Owners Association, Inc., a Pennsylvania non-profit corporation, which is the entity responsible for the operation of the Condominium.

D. "Base Assessments" means a share of funds required for the payment of Common Expenses, which, from time to time, is assessed against a Unit Owner based upon the following formula: $\text{Common Expenses} \div \text{Total Number of Condominium Units then existing at The Courtyards of Carlisle, A Condominium Community.}$

E. "Board of Directors" or "Board" means the Board of Directors of the Association.

F. "Buildings" means the two (2) structures to be initially constructed on the Land containing Units and the additional structures which may be created pursuant to rights reserved to the Declarant in Article XIX hereof, which will contain Units.

G. "By-Laws" means the By-Laws of the Association, as the same may from time to time be amended.

H. "Common Elements" means those portions of the Condominium Property other than the Units and include all stormwater pond swales and stormwater drainage facilities located on the Condominium Property, the shared common driveways, the common area parks, the dusk to dawn street lighting poles and fixtures and the "special concrete crosswalk" consisting of concrete or brick pavers at the intersection of Courtyard Drive with North West Street if the same is installed by the Declarant at that intersection and any other improvements which are required to be installed by the Declarant pursuant to approvals issued by the Borough of Carlisle, Cumberland County, Pennsylvania. The Common Elements are described in Article IV of the Declaration of Condominium and are delineated on the Declaration Plan.

I. "Common Expenses" means the expenditures made by or on behalf of the Association, together with any allocations to reserves, as the same are more particularly described in Article VI of the Declaration of Condominium.

J. "Common Surplus" means the excess of all receipts of the Association, including, but not limited to, Assessments, over the amount of Common Expenses.

K. "Commonly Insured Real Property" means the Units, the Common Elements and the Limited Common Elements.

L. "Condominium Act" means and refers to the Uniform Condominium Act of the Commonwealth of Pennsylvania, as the same may be amended from time to time.

M. "Condominium Documents" means the Public Offering Statement and this Declaration of Condominium and the exhibits hereto, the By-Laws, the Articles of Incorporation, and the Rules and Regulations, all of which as they may be amended from time to time.

N. "Condominium Property" means the land, the Buildings and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

O. "Convertible Real Estate" shall have the meaning set forth in the Act, is identified on the Declaration Plan, and is more fully bounded and described in Exhibit "F".

P. "Declaration of Condominium" means this instrument, as it may be amended from time to time.

Q. "Declaration Plan" means the survey of the Land with graphic descriptions, dimensions and locations of the Units and improvements, including Unit identifying numbers, and associated plans, as further described in Article VII hereof and certified in accordance with the provisions of the Condominium Act, as the same may be amended from time to time, pursuant to the terms and conditions of this Declaration of Condominium and the Condominium Act. The initial Declaration Plan is intended for immediate recording herewith.

R. "Declarant" means COC Associates, a Pennsylvania limited partnership maintaining a place of business at 33 North Market Street, Lancaster, Pennsylvania 17608, and its successors and assigns.

S. "Limited Common Elements" means a portion of the Common Elements allocated by this Declaration or by operation of the Condominium Act for the exclusive use of one or more, but fewer than all, of the Units. The Limited Common Elements are described in Article IV hereof and are delineated on the Declaration Plan.

T. "Limited Common Expense" means the expenses incurred by the Association in performance of its repair and replacement obligations with respect to a particular Limited Common Element, pursuant to Article XV hereof, which expenses are assessed against those Unit Owners to which the particular Limited Common Element is appurtenant.

U. "Occupant" means the person or persons, other than Unit Owners, lawfully in possession of a Unit.

V. "Public Offering Statement" means the document prepared by the Declarant and required to be delivered to Unit purchasers by Chapter 34 of the Condominium Act.

W. "Unit" means a portion of the Condominium designated for separate ownership, the boundaries as set forth in this Declaration of Condominium.

X. "Unit Owner" means the owner or owners of a Unit.

Y. "Withdrawable Real Estate" shall have the meaning set forth in the Act, is identified on the Declaration Plan and consists of that portion of the Convertible Real Estate which may be removed from the Condominium in accordance with the terms of this Declaration and the Condominium Act. The Convertible Real Estate as shown on Exhibit "F" is also the Withdrawable Real Estate.

III

UNITS

A. Identification of Units. Each Unit is identified on the Declaration Plan by a number. No Unit bears the same designation as any other Unit. A list of the Unit identifying numbers and postal addresses of each Unit is attached as Exhibit "C" to this Declaration. As the Declaration Plan depicts, there are initially twelve (12) Units constructed in the Condominium. Through the rights reserved to Declarant under Article XIX, the Declarant may create an additional one hundred thirty (130) Units within the Convertible Real Estate as shown on the Declaration Plan.

B. Description of Units. Each Unit is located and bounded as shown on the Declaration Plan. The intent of the Declaration Plan, in part, is to delineate the following as the precise perimetrical and upper and lower boundaries of Units:

1. Perimetrical Boundaries of Units - the precise perimetrical boundary of all Units is the interior (i.e. unexposed) surface of all sheetrock bounding the Unit; the unpainted interior surfaces of any window frames, window sills, doors and door frames bounding the Unit; the interior surfaces of any window panes bounding the Unit. In those Units designated as basement Units, the perimetrical boundary of the basement portion of each Unit shall be the exposed surface of the concrete block wall bounding the basement.

2. Lower Boundaries of Units - the precise lower boundary of each Unit is the top side of the concrete floor slab bounding the Unit and extending to the perimetrical boundaries of the Unit.

3. Upper Boundaries of Units - the precise upper boundary of each Unit

is a plane coinciding with the lower surface of the roof decking extending to the perimetrical boundaries.

C. Additional Items Included With Units. All of the following items are included with each Unit if such items are wholly within a Unit and designed and installed to serve only such Unit:

1. all non-load bearing walls and partitions, doors, door frames, door hardware and ceilings;
2. all bathroom, lavatory and plumbing fixtures and equipment, including, without limitation, sinks, counters, toilets, vanities and exhaust fans;
3. all electrical and lighting fixtures, including, without limitation, outlets, switches, outlet boxes, switch boxes, telephone outlets, circuit breakers and circuit breaker panels;
4. any appliances;
5. any heating and air conditioning equipment, facilities, lines and systems;
6. all piping, ducts, wiring, cables and conduits of any kind or type serving only the particular Unit; and
7. all rugs, tiles and other floor coverings and finishings.

D. Unit Appurtenances. The following items, interests, rights and easements are appurtenant to each Unit, may not be permanently severed from the Unit to which they are appurtenant and shall be deemed to be conveyed, leased or encumbered with the Unit even though not expressly referred to in the respective deed, lease, mortgage or other instrument:

1. an undivided share in the Common Elements (as described in Article IV hereof), together with the right to use the Common Elements in common with all other Unit owners; and
2. an undivided share in the Limited Common Elements appurtenant to such Unit (as described in Article IV hereof), together with the right to use such Limited Common Elements jointly with all other Unit Owners to which such Limited Common Elements are similarly appurtenant.

IV

COMMON ELEMENTS; LIMITED COMMON ELEMENTS

A. Common Elements

1. The Common Elements consist of the land, walkways, drives, parking areas and buildings as are located and bounded on the Declaration Plan and not thereon identified as Units or Limited Common Elements. Each Unit shall have appurtenant thereto an undivided share of ownership in the Common Elements (an "Undivided Share"), expressed as a fractional percentage, the numerator of which shall be one, and the denominator of which shall be the total number of Units then existing in The Courtyards of Carlisle, A Condominium Community. The Undivided Share of each Unit is set forth in Exhibit "B" attached hereto and incorporated herein by reference. In the event that additional Units are created in the Convertible Real Estate pursuant to rights reserved to the Declarant under Article XIX, the Undivided Share appurtenant to each initial Unit shall be modified as hereinafter set forth. In the event the Declarant declares the maximum number of Condominium Units in The Courtyards of Carlisle, A Condominium Community, the Undivided Share applicable to each Unit shall be .00704.

2. The fee title to each Unit shall include both the Unit and the Undivided Share in the Common Elements appurtenant to such Unit and such Undivided Share in the Common Elements shall be deemed to be conveyed or encumbered with its respective Unit, even though the description in the instrument or conveyance or encumbrance may refer only to the Unit. Any attempt to separate the fee title to a Unit from the Undivided Share in the Common Elements appurtenant to such Unit shall be null and void.

3. The Common Elements as defined in Section II-H are located and bounded on the Declaration Plan and not thereon identified as Units or Limited Common Elements.

B. Limited Common Elements

1. Certain portions of the Common Elements have been designated as Limited Common Elements. The owner or owners of the Unit or Units to which the particular Limited Common Element is appurtenant shall have the exclusive right to use and enjoy such Limited Common Element; subject, inter alia, to the provisions hereinafter set forth. The Limited Common Elements are located and bounded as shown and identified on the Declaration Plan, and may include a fenced-in patio/courtyard, a storage shed on interior Units, heat pump compressors and pads, skylights on interior Units, optional skylights on end Units, chimneys and flues on optional gas fireplaces, plumbing venting and venting for gas heat and hot water systems. Additional Limited Common Elements may be created pursuant to rights reserved to the Declarant under Article XIX hereof and will be located and bounded as shown and identified on Amendments to the Declaration

Plan filed in the event of the creation of such additional Limited Common Elements.

2. Subject to Article XIII (relating to insurance) hereof, the Owner or Owners of the Unit or Units to which each particular Limited Common Element is appurtenant shall indemnify, hold harmless and defend the Association and all other Unit Owners from and against all claims, liabilities, losses and expenses (including reasonable attorney's fees) for personal injuries or death or damage to property arising out of the ownership and/or use of such Limited Common Element.

3. For purposes of this Declaration of Condominium, the term "Limited Common Element Change" shall mean and refer to: (1) any physical addition, alteration or modification to or upon a Limited Common Element; and (ii) any painting or resurfacing of a Limited Common Element or portion thereof (except repainting or resurfacing to any original or previously approved color or material). From and after the date that the Unit to which a particular Limited Common Element is appurtenant is first conveyed by Declarant to an Owner other than Declarant, there shall be no Limited Common Element Change with respect to such Limited Common Element unless the Board of Directors has given its prior written approval to the particular Limited Common Element Change for the particular Limited Common Element. All applications to the Board of Directors for such approval shall be in writing and the Board of Directors shall have the right to require the Unit Owner to submit plans and specifications, evidence of compliance with applicable building and zoning laws and such other items as the Board of Directors shall reasonably request before considering any application for approval. The Board of Directors shall have the right to determine, in the Board's sole and absolute discretion, whether any such application for a Limited Common Element Change should be granted or should be denied, and the decision of the Board of Directors shall be final.

4. If any Unit Owner shall make or permit any Limited Common Element Change without the prior written approval of the Board of Directors, the Association shall have the right, in addition to all other available rights or remedies, to enter upon the Limited Common Element, and, without liability to the Unit Owner for so doing, remove or otherwise eliminate the non-approval Limited Common Element Change, and the offending Unit Owner shall reimburse the Association upon demand for all costs and expenses incurred by the Association in so doing.

V

EASEMENTS

A. The Condominium Property shall be and hereby is made subject to an easement for such services, systems and facilities as are desirable or necessary to serve adequately the Condominium Property or any portion thereof, together with an easement for ingress and egress to and from such portions of the Condominium Property as may be necessary to effectuate the rights

created herein. The easements created in this Article V A shall include, without limitation, the right to install, lay, maintain, repair, relocate and/or replace any gas lines, pipes and conduits; water mains and pipes; sewer and drain lines; telephone wires and equipment; television equipment and facilities, including cable television equipment, conduits and equipment; electric and/or electronic wiring, systems and equipment; and other lines, systems, piping, ducts, wiring, conduits, facilities and equipment over, under, through, along and on the Condominium Property. The above easements shall be for the benefit of the Association and Declarant, their agents, employees and assigns. With respect to any lines, equipment, systems, and/or facilities serving the Condominium Property and located upon the Common Elements, the Board of Directors shall have the right and power to dedicate and convey title to the same to any private or public utility company or municipality, and, in addition, the Board of Directors shall have the right and power to convey easements over the Common Elements for the installation, maintenance, repair and replacement of the same to any private or public utility company or municipality.

B. Each Unit shall have an easement for lateral structural support with every adjoining Unit.

C. Each Unit shall be and hereby is made subject to an easement in favor of the Association, its agents, employees or assigns, for access to the Unit and its appurtenant Limited Common Elements (1) to maintain, repair or relocate any of the Common Elements or Limited Common Elements pursuant to this Declaration or the Condominium Act; (2) to perform its obligations under Article XV of this Declaration; and (3) in the event of an emergency situation involving potential loss of property or bodily harm. If any damage is inflicted on the Common Elements or any Unit or its appurtenant Limited Common Elements through which access is taken pursuant to this Article V C, the Association, if it, its agents, employees or assigns are responsible, is liable for the prompt repair thereof.

D. Each Unit shall be and is hereby made subject to an easement in favor of the other Unit Owners for reasonable access, ingress and egress in connection with the installation and completion, and the subsequent maintenance, repair, permitted alteration and replacement, if any, by such other Unit Owners, of their respective Units. The above easement shall be for the benefit of all Unit Owners, their agents, lessees and employees; provided, however, that any such exercise of the easement created by this Article V D shall be subject to such rules, regulations and limitations as may be promulgated by the Board of Directors and shall cause no more than minimal disturbance to any other Unit Owner. In the event any Unit Owner shall cause any damage to the Common Elements or any Unit or such Unit's appurtenant Limited Common Elements through which such access is taken, the Unit Owner responsible for such damage shall be liable for the prompt repair thereof. In the event any undue damage is inflicted upon such Unit or Limited Common Element, or if the Unit Owner exercising the easement created by this Article V D violates such rules, regulations or limitations as may be created by the Board of Directors with respect to such easement rights, the Association shall have the right to restrict or revoke such easement with regard to the

abusive Unit Owner.

E. All of the Condominium Property shall be and hereby is made subject to easements for encroachments which now or hereafter exist caused by settlement or movement of any improvements upon the Condominium Property or caused by minor inaccuracies in the construction, repair or alteration of such improvements, or any other cause, and such easements shall continue until such encroachments no longer exist.

F. Declarant, for himself, his employees, agents, successors and assigns, reserves and shall have the right and easement:

1. upon, through and under the Common Elements and Limited Common Elements as may be reasonably necessary for discharging Declarant's rights and duties under this Declaration of Condominium or the Condominium Act or any other applicable law;

2. to install and maintain upon, through and under the Common Elements and Limited Common Elements such electric, water, telephone, radio, television, drainage and utility lines, mains, cables systems and facilities as Declarant, in Declarant's sole discretion, shall deem necessary or desirable to be used in connection with the Condominium Property;

3. upon, through and under any Unit owned by Declarant for storage of any materials or supplies therein; to enter upon, through or within the Convertible Real Estate for the purpose of creating, constructing and erecting additional Units, subject to the provisions of Article XIX hereof, and to cross through, under and over the Common Elements for the purpose of installation and maintenance of all lines, mains, cables, systems, facilities, and improvements in general in order to create Units within the Convertible Real Estate, provided such right shall not materially and permanently interfere physically with the uses for which existing Units or any portion thereof are intended; and generally for the exercise of its rights and performance of its obligations under the Condominium Documents, the Condominium Act, or other applicable law; and

4. upon, through and under the Units and the Limited Common Elements of such Units after conveyance thereof to purchasers other than Declarant, upon reasonable notice given by Declarant, as may be reasonably necessary for the exercise of Declarant's rights and the performance of his obligations under the Condominium Documents, the Condominium Act or other applicable law.

G. Declarant, for himself, his successors and assigns, reserves and shall have the right and easement on, over and under those portions of the Common Elements to maintain and correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance.

H. With respect to the offer for sale or sale of any Unit or additional Units now or hereafter comprising a portion of the Condominium Property, Declarant shall have the right and easement: (i) to use any Units owned, leased or otherwise contracted for by Declarant for offices and sales offices; to enter upon the Common Elements and the Limited Common Elements of such Units with business invitees to show such Unit or Limited Common Elements and any Common Elements; and (iii) to maintain upon such Limited Common Elements or Common Elements sales information signs and such other signs as Declarant shall desire.

I. Each Unit Owner, for itself, its agents, guests and invitees, shall have a non-exclusive easement for ingress and egress to and from the public way over such walks and rights of way which are part of the Common Elements (but not Limited Common Elements) and which serve the Units or the Condominium together with a non-exclusive easement for the use and enjoyment of the Common Elements (but not Limited Common Elements) contained within the Buildings which comprise a portion of the Condominium Property.

J. Each Unit Owner, for itself, its agents, guests and invitees, shall have a non-exclusive easement for ingress and egress to and from such walks and rights of way which are part of the Limited Common Elements appurtenant to such Unit and which serve such Unit, jointly with all other Unit Owners to which such Limited Common Elements are also appurtenant.

K. All easements for ingress and egress shall not be encumbered by any leasehold or lien other than those on the Units and their appurtenant Undivided Share in the Common Elements, except as provided in the Condominium Act.

L. The easements set forth in Article V A, B, C, D, E, F, G, H, I, J and K supra, shall run with the Land and shall be binding upon every Unit Owner and every claimant of the Condominium Property, or any portion thereof, or of any interest therein, and their respective heirs, executors, administrators, successors and assigns and each Unit Owner, by accepting conveyance of a Unit, shall have consented to the provisions hereof.

M. In addition to the easements set forth in this Article V, the Condominium Property is subject to the recorded easements on Exhibit "D" attached hereto.

N. Easement for municipal services. In addition to the easements set forth in this Article V, the Condominium Property is subject to an easement in favor of the Borough of Carlisle, Pennsylvania, to enter into, on or upon the Condominium Property for the purpose of inspecting improvements required to be constructed, installed or maintained by the Association. The Borough shall have the right to inspect and repair the water service shut off valves located on the Common Elements of the Condominium. This right shall include, to the extent permitted by law, the right of the Borough to discontinue water service to Unit Owners by reason of the failure to pay for water services properly billed and charged.

COMMON EXPENSES AND COMMON SURPLUS - LIMITED EXPENSE LIABILITY

A. Common Expenses and Common Surplus.

1. The following are hereby designated as Common Expenses allocable to all Unit Owners:

- a. Expenses for the operation, maintenance, repair and replacement of the Common Elements, including amounts adequate to establish reserves for necessary replacement, if any, of the Common Elements described in this Paragraph VI A1.
- b. Expenses for the management of all of the Common Elements;
- c. Expenses for the Association in carrying out its powers and duties;
- d. Premiums on all policies of insurance maintained by the Board of Directors pursuant to Article XIII hereof and all insurance deductibles under such policies;
- e. Fees or compensation due to any manager or management company retained by the Association;
- f. Any expense designated as a Common Expense by the provisions of the Condominium Act, this Declaration (except those expenses created pursuant to Article VI B), the Articles of Incorporation or the By-laws of the Association;
- g. Such amounts as the Board of Directors deems proper for working capital, general operating reserves, reserves for contingencies and those reserves necessary to make up any uncollectible delinquencies in the payment of Assessments;
- h. Expenses for trash removal as designated on Exhibit "E"; and
- i. Expenses agreed upon as Common Expenses by the owners of two-thirds (2/3) of the aggregate Undivided Shares in the Condominium.

2. The Common Expenses described in this Article shall be shared by each of the Unit Owners in accordance with the following formula: Each Condominium Unit will pay the Base Assessment, adjusted as follows: An end Unit will pay the Base Assessment plus 9.65 percent of the Base Assessment, and an interior Unit will pay the Base Assessment minus 20.123

percent of the Base Assessment.

3. Any Common Surplus shall be shared by each of the Unit Owners on the same basis as assessments are made under Section VI A2. In the event of a Common Surplus, the Common Surplus shall be credited to the Unit Owners to reduce their future Common Expense Assessments. Any credit due the Unit Owners pursuant to this Article VI A shall be credited to such Unit Owner in the same manner as assessments are made under Section VI A2.

4. Unless expressly stated herein to the contrary, all Common Expenses are applicable to all Units. No Unit Owner may avoid liability for Assessments by waiver of the use or enjoyment of any Common Elements or by abandonment of the Unit for which the Assessments are made, or otherwise.

B. Limited Common Expense. In order to assess the Common Expenses exclusively against the Units benefited thereby, the following are hereby designated as Common Expenses allocable to less than all of the Units (Limited Common Expenses):

1. All expenses attributable to the maintenance, inspection, repair, servicing and replacement, if necessary, of the patios which are Limited Common Elements shall be assessed only against the Unit Owner to which the Limited Common Element is appurtenant.

2. All Limited Common Elements shall be maintained and repaired by the Association in accordance with Article XV C and the cost of such maintenance and repair shall be apportioned among the Units served by such Limited Common Element. Any surplus funds derived from assessments for Limited Common Expenses shall be credited to those Unit Owners who paid such assessments (in order to reduce their future liability for such Limited Common Expenses) in accordance with the same formula used for assessing Common Expenses.

3. The Limited Common Expenses described in this article shall be shared by each of the Unit Owners having allocated to it therein such Limited Common Expenses according to the following formula: Each item of expense described herein shall be multiplied by a fraction, the numerator of which is one and the denominator of which shall be the number of Units which share the particular Limited Common Element.

4. Any Limited Common Expenses described in this article applicable to a Unit shall be in addition to those Common Expenses shared by all Unit Owners under Article VI A.

5. The Limited Common Element patio/courtyards shall be maintained, repaired and replaced by the Unit Owner and shall not be Limited Common Element expense unless the Unit Owner fails to properly maintain the patio/courtyard.

VII

DECLARATION PLATS AND PLANS

Pursuant to the requirements of the Condominium Act, the Condominium Property is described in the Declaration Plats and Plans intended for immediate recording herewith.

VIII

VOTING RIGHTS OF UNIT OWNERS

A. Each Owner, or the Owners collectively, of a Unit shall be a member of the Association and shall be entitled to one (1) vote for each Unit owned by such owner with respect to all matters on which a vote by Unit Owners is to be taken pursuant to the Condominium Documents or the Condominium Act.

B. Each Unit Owner shall be responsible for notifying the Association who shall constitute the eligible person(s) of a Unit Owner for purposes of a quorum and the casting of votes on behalf of such Unit Owner.

C. Absent receipt by the Association of the notice specified in Article VIII B above, if only one of the multiple owners of a Unit is present at a meeting of the Association, he is entitled to cast all of the votes allocated to that Unit. If more than one of the multiple owners are present, all votes allocated to the Unit may be cast only in accordance with their unanimous agreement. For purposes of this Article VIII C, there shall be deemed unanimous agreement if any one of the multiple owners casts the votes allocated to that Unit without protest being made instantly to the presiding Officer over the meeting by any of the other owners of the Unit. The Association shall have the right not to include any votes of a Unit Owner if it is not reasonably clear to the presiding officer who the proper persons are to cast such votes or if there is a dispute among the proper persons as to the manner in which a particular vote may be cast.

IX

THE ASSOCIATION

A. The Association is the entity responsible for the operation of the Condominium.

B. The Association shall have the powers and duties set forth in this Declaration, the Articles of Incorporation of the Association, the By-laws of the Association and the Condominium Act. The Association shall specifically have the right to enter into agreements with

the holders of mortgages of record on Units relative to the protection of the rights of such mortgagees.

C. Subject to the provisions of Articles XIV, XVI and XVII hereof, the Association shall not have the power, by act or omission, to abandon, partition, subdivide, encumber, sell or transfer any or all of the Common Elements unless holders of at least four-fifths (4/5) of the aggregate Undivided Share of the Condominium have given their prior written approval. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium shall not be deemed a transfer for purposes hereof.

X

ASSESSMENTS

A. The Association, acting through the Board of Directors in accordance with the By-laws, shall have the power to fix and determine, from time to time, the sums necessary and adequate to provide for the Common Expenses (the "Assessments"), including, but not limited to, such amounts as are necessary for uncollectible Assessments, budget deficits, any reserves as the Board of Directors shall deem necessary and prudent, and such other expenses as are specifically provided for in the Condominium Act, this Declaration of Condominium or the By-laws. The Association shall make the initial Assessment upon conveyance by Declarant of the first Unit in the Condominium. After the first Assessment has been made, Assessments shall be made monthly or at such other times as deemed appropriate by the Association, and shall be based on the annual budget adopted by the Association. Assessments shall be payable on the first (1st) day of the month unless determined otherwise by the Association. The budget shall include such items as are set forth in Article VI hereof. The Association shall also establish, in the first year of operation, a working capital fund with sums equal to at least two (2) monthly installments of Assessments for each Unit comprising the Condominium which is sold by Declarant to a Unit Owner other than Declarant. Any budget amount approved by the Board of Directors shall be deemed approved by the Association, unless such budget amount is rejected by the Unit Owners of Units to which a majority of the votes of the Association are allocated.

B. Assessments that are unpaid for over fifteen (15) days after the due date shall bear interest at a rate of fifteen percent (15%) per annum from the due date until paid, or such different rate as may be determined by the Board of Directors, and nothing herein contained shall limit the Association's right or ability to charge interest on unpaid Assessments up to the then highest rate permitted by law. In the sole discretion of the Board of Directors and to the extent permitted by law, a late charge of up to One Hundred Fifty Dollars (\$150.00) per Assessment or installment thereof not paid when due may be assessed against a delinquent Unit Owner. Regular Assessments shall be due and payable monthly on the first (1st) day of each month, unless the Board of Directors

shall otherwise determine.

C. The Association shall have a lien on each Unit for any unpaid Assessments, together with interest thereon, owed by the Unit Owner of such Unit. Reasonable attorney's fees (including fees in appellate proceedings) incurred by the Association incident to the collection of any Assessment or the enforcement of such lien, together with sums advanced or paid by the Association in order to preserve and protect its lien, shall be payable by the Unit Owner upon demand and shall be secured by such lien.

D. The Board of Directors may take action as it deems necessary to collect Assessments by personal action, or by enforcing and foreclosing said lien, and may settle and comprise the same, if it shall so determine. Said lien shall be effective from and after the time the Assessment or late charge becomes due, and shall have the priority established by the Condominium Act. Subject to the provisions contained in the Condominium Act regarding lien priorities, the provisions of the Declaration of Condominium shall constitute record notice and perfection of the lien. However, a lien for unpaid Assessments is extinguished unless proceedings to enforce the lien are instituted within three (3) years after the Assessments become payable. The Association shall furnish to a Unit Owner or the holder of any mortgage of record on a Unit, upon written request, a recordable statement setting forth the amount of unpaid Assessments currently levied against the particular Unit. The statement shall be furnished within ten (10) business days after receipt of the request and is binding on the Association, its Board of Directors and every Unit Owner. The Association shall also promptly furnish to each holder of a mortgage of record on a Unit, written notification of any default if not cured within thirty (30) days. The holder of any mortgage shall have the right to examine the books and records of the Association and to require annual reports and other financial data from the Association. A Unit Owner shall also be personally liable for unpaid Assessments which are made during the period a Unit is owned by such Unit Owner.

E. Where the holder of a first mortgage of record on a Unit or other purchaser of a Unit obtains title to a Unit as a result of foreclosure or by deed in lieu of foreclosure pursuant to a first mortgage of record on a Unit, such acquirer of title, its successors and assigns, shall not be liable for the share of Common Expenses or Assessments by the Association pertaining to such Unit, or chargeable to the former Unit Owner of such Unit, which became due prior to acquisition of title as a result of the foreclosure, and any lien of the Association, including specifically any lien relative to fees, charges, late charges, fines and interest that may be levied by the Association pursuant to Section 3302(a)(10), (11) and (12) of the Act, shall be subordinate to the lien of a first mortgage of record which is recorded prior to the due date of the Assessment, to the extent permitted by the lien priority requirements of the Condominium Act.

F. The Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid Assessment to the Declarant, or to any Unit Owner or group of Unit Owners, or to any third party.

G. Limited Expense Assessments, as described in Article VI B, shall be levied, assessed and collected in accordance with the provisions of this article.

XI

MORTGAGES ON UNITS

A. Requirements. Any mortgage or other lien on a Unit, and the obligations secured thereby, shall be deemed to provide, generally, that the mortgage or other lien instrument and that the rights and obligations of the parties thereto shall be subject to the terms and conditions of the Act and this Declaration, including specifically Article XIX G hereof, and shall be deemed to provide specifically, but without limitation, that the mortgagee or lien holder shall have no right:

1. To participate in the adjustment of losses with insurers or in the decision as to whether or not or how to repair or restore damage to or destruction of the Property;
or

2. To receive or apply the proceeds of insurance to the reduction of the mortgage debt or otherwise, except in the event and to the extent either of a distribution of such proceeds to Unit Owners pursuant to Section 3312(g) of the Act or of insurance proceeds in excess of the cost of repair or restoration being received by the owner of the Unit encumbered by such mortgage; or

3. To accelerate the mortgage debt or to have any other remedies by virtue of waste or alleged waste or other conditions occurring anywhere on the Property other than within the affected Unit, and the obligations secured shall be prepayable, without penalty, upon the happening of any termination of the Condominium or determination not to restore or replace the affected Unit.

Nothing contained in Article XI A, or elsewhere in this Declaration, shall give a Unit Owner or any other party priority over any rights of the mortgagee of a Unit pursuant to its mortgage in case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for loss to or a taking of one or more Units and/or Common Elements.

B. Notice of Mortgages. No Unit Owner or prospective purchaser of a Unit shall deliver any mortgage, or other lien instrument secured by a Unit, unless it has first notified the Board of the name and address of the proposed mortgagee, and the forms thereof and proposed mortgage have been then or theretofore submitted to and approved by the Board as complying with the provisions of this Article, which approval shall be promptly given or denied and shall not be unreasonably withheld. Any such approved mortgage shall be deemed an "Eligible Mortgage". When an Eligible Mortgage is delivered, the Unit Owner shall simultaneously provide executed or

conformed copies to the Association. Upon receipt of such copy of an Eligible Mortgage, the secretary shall instruct the insurer of the property to add the name of the Eligible Mortgagee to the mortgagee loss payee provisions of the hazard insurance policy covering the Property and to provide such Eligible Mortgagee with a certificate of insurance showing that the Eligible Mortgagee's name has been so added. The secretary shall maintain the registry of Eligible Mortgagees, showing the name and address of the Eligible Mortgagee, the amount secured by such Eligible Mortgage and whether or not it is a first mortgage.

C. Rights of Eligible Mortgagees. Upon the specific written request of a holder of an Eligible Mortgage on a Unit, or its servicer, to the Board, the Eligible Mortgagee shall be entitled to receive some or all of the following as designated in the request:

1. Copies of budgets, notices of Assessments, or any other notices or statements provided under this Declaration by the Board to the Owner of a Unit covered by the mortgage;
2. Any audited or unaudited financial statements of the Association which are prepared for the Board and distributed to the Unit Owners. The holder of any mortgage on a Unit shall be entitled to have an audited statement of the Association prepared at its own expense if one is not otherwise available;
3. Copies of notices of meetings of Unit Owners, and they shall have the right to be represented at any such meeting by a designated representative;
4. Notice of a substantial change to or destruction of any Unit (in excess of \$1,000.00) or any part of the Common Elements (in excess of \$10,000.00);
5. Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Property;
6. Notice of any default of the owner of a Unit, which is subject to the mortgage, based upon any sixty (60) day delinquency in the payment of Assessments or charges relating to such Unit;
7. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
8. Notice of any decision by the Board to terminate professional management, if any, and assume self management of the Property;
9. Any condemnation or casualty loss that affects either a material part

of the Condominium or the Unit securing the mortgagee's mortgage;

10. Such other financial data as such Eligible Mortgagee shall reasonably request; or

11. Any proposed action which would require the consent of a specified percentage of first mortgagees as set forth in Section D below.

The request of an Eligible Mortgagee, or its servicer, shall specify which of the above items it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Board. The Board need not inquire into the validity of any request made hereunder by an Eligible Mortgagee. The Board may refuse to honor any request where, after reasonable inquiry, it shall determine that the person making such request is not entitled to the materials so requested and may establish reasonable rules to implement this section.

Failure to comply with the requirements set forth above shall in no way invalidate the otherwise proper actions of the Association and its Board.

Any Eligible Mortgagee shall have the right, upon reasonable request to the Board, to examine the books and records of the Association during regular business hours.

D. Approval of Mortgagees. Subject to the limitations imposed by Section 3221 of the Act and except for amendments relating to Rights Reserved to the Declarant under Article XIX:

1. The prior written approval of the holders of first mortgages on Units representing at least sixty-seven percent (67%) of the votes of Units subject to first mortgages shall be required to terminate the Condominium status of the Property for reasons other than substantial destruction or condemnation of the Property.

2. The prior written approval of at least two-thirds (2/3) of the holders of first mortgages on Units (based upon one vote for each first mortgage owned) shall be required for any of the following:

a. The termination or abandonment of the Condominium status of the Property except for termination or abandonment as a result of condemnation or substantial loss to the Units or Common Elements;

b. A change in the schedule of percentage interest, set forth in Exhibit "B", allocated to each Unit;

- c. The partition or subdivision of any Unit or Common Element;
- d. The abandoning, encumbering, selling or transferring of the Common Elements (the granting of easements for public utilities or for other public purposes consistent with the intended uses of the Common Elements shall not be deemed a transfer within the meaning of this Section); or
- e. The use of hazard insurance proceeds for losses to any Condominium Property (whether to Units or Common Elements) for other than repair, replacement or reconstruction of such Condominium Property.

3. The prior written approval of the holders of first mortgages on Units representing at least fifty-one percent (51%) of the votes of Units subject to first mortgages shall be required to make an amendment of a material nature to the Condominium Documents. A change of the following provisions of any Condominium Document directly relating to any of the following shall, for this purpose, be considered material:

- a. Voting rights;
- b. Assessments, assessment liens or subordination of assessment
liens;
- c. Reserves for maintenance, repairs and replacement of the
Common Elements;
- d. Responsibility for maintenance and repairs;
- e. Reallocation of interest in the Common Elements or Limited
Common Elements or rights to their use;
- f. Boundaries of any Unit;
- g. Convertibility of Units and of Common Elements or of Limited
Common Elements in the Units;
- h. Expansion or contraction of the Condominium or the addition,
annexation or withdrawal of the property to or from the Condominium;
- i. Insurance or fidelity bonds;
- j. Leasing of Units;

k. Imposition of any restrictions on a Unit Owner's right to sell or transfer his Unit;

l. A decision by the Association to establish self management when a professional management had been required previously by an Eligible Mortgagee;

m. Restoration or repair of the Condominium Property (after a hazard damage or partial condemnation) in a manner other than as specified in the Condominium Documents;

n. Actions to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or

o. Provisions that expressly benefit holders, insurers or guarantors of Eligible Mortgages.

XII

RESTRICTIONS ON LEASING

A Unit Owner may lease or sublease his Unit (but not less than his entire Unit) at any time and from time to time provided:

A. No Unit may be leased or subleased for transient or hotel purposes or for an initial term of less than ninety (90) days;

B. No Unit may be leased or subleased without a written lease or sublease;

C. A copy of such lease or sublease shall be furnished to the Board within ten (10) days after execution thereof; and

D. The rights of any lessee or sublessee of a Unit shall be subject to, and each lessee or sublessee shall be bound by, the covenants, conditions and restrictions set forth in the Declaration and the By-Laws and the rules and regulations, and default thereunder shall constitute a default under the lease or sublease; provided, however, that the foregoing shall not impose any direct liability on any lessee or sublessee of a Unit to pay any Common Expense Assessment or special Assessments on behalf of that Unit Owner. (Notwithstanding the foregoing, the provisions of this Article XII shall not apply to a holder of a first mortgage who is in possession of a Unit following a default in such mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure.)

XIII

INSURANCE

A. Power of Attorney. The Association is hereby irrevocably appointed as the attorney-in-fact for each Unit Owner and for each holder of a mortgage or other lien upon a Unit and for each owner of any other interest in the Property for the purpose of purchasing and maintaining insurance as set forth in Section C, below including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose.

B. Board of Directors. The Board of Directors shall have the option, in its sole discretion, of naming as an insured, on behalf of the Association, an insurance trustee with whom the Association has entered into an Insurance Trust Agreement. The duty of the insurance trustee shall be to receive, hold or otherwise properly dispose of, in accordance with Section 3312 of the Act, proceeds of insurance designated in the Insurance Trust Agreement in trust for Unit Owners and their eligible mortgagees as their interest may appear.

C. Types and Amounts of Insurance. Commencing not later than the time of the conveyance of the first Unit to a person other than the Declarant, the Association shall, to the extent reasonably available, obtain and maintain the types and amounts of insurance set forth below. Except as otherwise provided, the premiums for all such insurance policies shall be a Common Expense.

1. Hazard Insurance. Hazard insurance, with an endorsement for extended coverage, or such other fire and casualty insurance as the Board of Directors may determine provides equal or greater protection for the Unit Owners and their mortgagees, if any, in each case complying with the applicable requirements of Section H hereof. Such hazard insurance shall, if and to the extent reasonably available, provide coverage of the Common Elements (including the Limited Common Elements), including fixtures and building service equipment and common personal property and supplies belonging to the Association, and the Units. Such insurance shall, if so required by the Federal National Mortgage Association and if and to the extent reasonably available, also cover fixtures, equipment and other personal property inside a Unit if such fixtures, equipment or personal property are financed by a mortgage purchased by the Federal National Mortgage Association. If such insurance is so provided, the Association shall require such Unit Owner to pay the additional cost incurred by the Association in so insuring the Unit Owner's fixtures, equipment or other personal property. Such hazard insurance shall insure against all risks of direct physical loss commonly insured against. If such hazard insurance no longer becomes available in the future, the Association shall obtain such comparable insurance as is then available. The amount of any such hazard insurance obtained pursuant to this section shall be equal to the full insurable replacement value of the insured property, without deduction for depreciation (i.e., 100%

of current "replacement cost" exclusive of land, foundation, excavation or other items normally excluded from coverages, but including all building service equipment), with an "agreed amount endorsement" or its equivalent, if available, and construction code endorsements, if available, and to the extent required by the Federal National Mortgage Association. Notwithstanding the foregoing, in no event shall the aggregate amount of the insurance obtained be less than the amount of the initial principal sum of all Eligible Mortgages in effect from time to time.

2. Such hazard insurance shall afford protection against at least the following:

a. Loss or damage by fire and other perils normally covered by the standard extended coverage endorsement;

b. All other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement, where such is available; and

c. Such other risks as the Federal National Mortgage Association or other quasi governmental corporation may require by reason of their holding one or more Eligible Mortgages.

3. Such hazard insurance policy may, at the option of the Association, contain a "deductible provision" in an amount to be determined by the Board of Directors but not to exceed Ten Thousand Dollars (\$10,000.00).

D. Comprehensive Liability Insurance. Comprehensive liability insurance, complying with the requirements of Section H hereof, insuring the Unit Owners, in their capacity as Unit Owners, and the Association members and any managing agent retained by the Association, against any liability to the public or to other Unit Owners, their tenants or invitees, relating in any way to the ownership, operation, maintenance and/or use of the Common Elements and any part thereof, the public ways of the project, and any other areas under the Association supervision, and commercial spaces owned by the Association whether or not leased to some third party.

1. Such insurance policy shall contain a "severability of interest endorsement" or equivalent coverage which precludes the insurer from denying the claim of a Unit Owner because of the negligent act of the Association or another Unit Owner.

2. Limits of liability shall be at least One Million Dollars (\$1,000,000.00) covering all claims for personal injury and/or property damage arising out of a single occurrence.

3. Coverage under this policy shall include legal liability arising out of

law suits related to employment contracts of the Association.

E. Fidelity Bonds. Fidelity bonds or insurance coverage against dishonest acts on the part of such persons (including by way of illustration and not limitation, Association members, officers, directors, trustees, managers, agents, employees and volunteers) handling or responsible for funds belonging to or administered by the Association. In the event the Association has delegated some or all of the responsibility for the handling of funds to a management agent, such bonds or insurance coverage shall include officers, employees and agents of such management agent.

1. Such fidelity bond or insurance shall name the Association as the named insured and shall be written in an amount sufficient to cover the maximum funds that will be in the custody of the Association or its managing agent at any time while the bond is in force which is in no event less than one and one-half times the Association's estimated annual operating expenses, including reserves.

2. In connection with such coverage, an appropriate endorsement to such policy or bond in order to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers.

3. Such fidelity bond or insurance shall also:

- a. name the Association as an obligee;
- b. contain waivers by the issuers of bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions; and
- c. provide that the same may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days prior written notice to the Association.

F. Indemnification Insurance. Insurance to satisfy the indemnification obligations of the Association and all Unit Owners as set forth in Section 6.03 of the By-Laws of the Association, if and to the extent available at the election of the Board of Directors.

G. Other Insurance. The Association may carry other insurance as it deems appropriate to protect the Association or Unit Owners.

H. Additional Requirements.

1. The insurance to be maintained by the Board of Directors pursuant to

this Article XIII shall comply with the following requirements:

a. All policies shall be issued by a company licensed to do business in the Commonwealth of Pennsylvania and holding a Best's Insurance Reports financial rating of Class V, provided it has a general policy holder's rating of "A" or better or an equivalent rating if Best's Insurance Reports ratings are discontinued.

b. Exclusive authority to adjust losses under said policies shall be vested in the Board of Directors or its authorized representative.

c. In no event shall coverage under said policies exclude policies of individual Unit Owners from consideration.

d. The insurance policies carried pursuant to this Article XIII must provide: (i) that each Unit Owner is an insured person under the policy with respect to liability arising out of its ownership in the Association; (ii) that the insurer under the policies shall waive its rights to subrogation under the policies against any Unit Owner or its employees; (iii) that no act or omission by any Unit Owner, unless acting within the scope of its authority on behalf of the Association, will void the policies or be a condition to recovery under the policies; (iv) that if, at the time of loss under the policy or policies, there is other insurance in the name of a Unit Owner covering the same property covered by the policy or policies, the policy or policies carried pursuant to this Article XIII shall be primary insurance not contributing with the other insurance; and (v) a standard mortgagee clause for each holder of a first mortgage of record on a Unit, with such clause to provide that the insurance carried shall notify such holder at least thirty (30) days in advance of the effective date of any reduction in or cancellation of the policy.

e. The insurer issuing insurance policies pursuant to this Article XIII shall also issue certificates or memoranda of insurance to the Association and, upon request, to any Unit Owner or holder of a mortgage of record on a Unit, setting forth that the insurance may not be cancelled until thirty (30) days after notice of the proposed cancellation has been mailed to the Association, each Unit Owner and each holder of a mortgage of record to whom certificates of insurance were issued.

f. The insurance described in Article XIII C1 hereof shall meet the requirements and recommendations of the Fire Underwriters Rating Bureau.

I. Annual Review of Coverage. The Board of Directors shall review annually the adequacy of the coverage afforded by the policies maintained pursuant to this Article XIII, and the President of the Association shall report the results of said review at each annual meeting of the Unit Owners.

J. Insurance Premiums: A Common Expense. All premiums for the policies of insurance to be maintained by the Board of Directors pursuant to this Article XIII shall be a Common Expense.

K. Insurance of Individual Unit Owners. Each individual Unit Owner shall be responsible for obtaining additional insurance at its own expense, including, without limitation, the value of any personalty or any improvements which are not included as Commonly Insured Real Property and the value of all betterments to its Unit; provided, however, that no Unit Owner shall be entitled to exercise its right to maintain insurance coverage in such a way as to decrease the amount which the Board of Directors, on behalf of the Unit Owners, may realize under any insurance policy to be maintained pursuant to this Article XIII.

XIV

DAMAGE OR DESTRUCTION: CONDEMNATION

A. Repair. Except as provided by Article XIV B hereof, any damage to or destruction of any of the Commonly Insured Real Property shall be promptly repaired and restored by the Board of Directors using the proceeds of insurance held by the Board of Directors for that purpose. The cost of repair or replacement in excess of insurance proceeds and reserves, if any, shall be a Common Expense and shall be assessed against the Unit Owners as such. Unit Owners may apply the proceeds from their individual insurance policies, if any, to the share of such Common Expense as may be assessed against them. The Board of Directors shall restore the damaged Commonly Insured Real Property to substantially the same condition as it was immediately prior to the damage. If there is any excess of insurance proceeds over the cost of such repair or restoration, such excess shall be distributed to the Unit Owners in proportion to their respective Undivided Shares in the Common Elements and/or to any lien holders as their interests may appear.

B. Notwithstanding anything herein contained to the contrary, the Board of Directors shall not restore the Commonly Insured Real Property to substantially the same condition as it was immediately prior to the damage, if repair or replacement would be illegal under any state or local health or safety statute or ordinance, if eighty percent (80%) of the Unit Owners vote not to rebuild and restore, or if the Condominium is terminated in accordance with the provisions of Article XVII of this Declaration of Condominium. Distribution of insurance proceeds in the event of any of the foregoing occurrences shall be in accordance with the provisions of the Condominium Act.

C. In the event of any acquisition of a Unit and/or Common Elements or any part thereof by eminent domain, the provisions of the Condominium Act shall be applicable. The Association shall use condemnation proceeds from Common Elements to promptly repair and restore the remaining Common Elements to their condition prior to the condemnation to the extent possible. The Association shall give prompt written notice to holders of first mortgages of record on Units of

the institution of any eminent domain proceedings. To the extent permitted by the Condominium Act and law, the eminent domain proceedings shall not disturb the lien priority of a first mortgage of record on a Unit.

XV

MAINTENANCE AND REPLACEMENT OF COMMON ELEMENTS; IMPROVEMENTS, ADDITIONS AND ALTERATIONS TO COMMON ELEMENTS

A. Maintenance and Replacement of Common Elements. The Association shall have the sole and exclusive authority (provided that said Association may delegate said authority) and the duty and responsibility to maintain all portions of the Common Elements in good order and repair and to make all replacements and renewals necessary to so maintain all portions of the Common Elements, including, but not limited to, all piping, ducts, wiring, cables, conduits or public utility lines located upon or within the Common Elements, or, at its option, within a particular Unit which serves Units other than the particular Unit.

1. The standards by which the Association shall provide the aforementioned services are set forth on the "Standards of Services" attached hereto as Exhibit "E". The standards of services used by the Association in connection with its obligations as set forth in this Article XV A and in Exhibit "E" may not be increased or decreased without the approval of the holders of at least two-thirds (2/3) of the aggregate Undivided Share of the Condominium. In no event will the Association be required to increase or decrease its obligations herein or any standard of service used in connection therewith if the effect would, in the Association's reasonable opinion: (a) diminish the value or adversely affect the appearance of any portion of the Condominium Property; (b) jeopardize or tend to impair or jeopardize the structural integrity or lessen the support of the Condominium Property or any portion thereof; or (c) impair or tend to impair any easement or hereditament or right to use or enjoyment of any Unit Owner entitled to such use and enjoyment.

2. The failure of the Association to perform any of its obligations as set forth in this Article XV A shall in no way entitle or be construed to entitle a Unit Owner to waive or relinquish the Unit Owner's responsibility to pay its Common Expense Assessment, and the failure on the part of any Unit Owner to pay any Assessment shall entitle the Association to exercise any of its rights and remedies available to it under this Declaration or the Act. The Association shall not be held liable by any Unit Owner in the event of a failure on its part to perform any of its obligations as set forth in this Article XV A.

B. Improvements, Additions and Alterations to Common Elements. The Association shall have the sole and exclusive authority (provided that the Association may delegate said authority) to make improvements, additions or alterations to the Common Elements, and no Unit Owner shall make or contract for any improvements, additions or alterations to any portion of

the Common Elements except with the prior written consent of the Association and upon such terms, conditions and provisions as the Association shall determine in its sole and absolute discretion. If any Unit Owner shall make or contract for any improvement, alteration or addition to the Common Elements without the prior written consent of the Association, or violate any term, condition or provision pursuant to which the authority to make such improvement was granted, the Association may, in addition to all other remedies to which it would be entitled and without liability to the Unit Owner, immediately remove the particular improvement, alteration or addition and the Unit Owner shall, upon demand, reimburse the Association for the entire cost of such removal.

XVI

DAMAGE TO THE CONDOMINIUM PROPERTY

Should the Association be required to make any expenditure for the repair or replacement of any portion of the Condominium Property because of any damage, destruction or injury thereto (other than ordinary wear and tear) caused by one or more Unit Owners, or the business invitees, guests, tenants, agents or employees of one or more of the Unit Owners, the Unit Owner or Unit Owners responsible for such damage, destruction or injury, or whose business invitees, guests, tenants, agents or employees are responsible for such damage, destruction or injury, shall, to the extent that the Association is not required to maintain insurance to cover the particular damage, destruction or injury, reimburse the Association for such expense.

XVII

AMENDMENT OF DECLARATION OF CONDOMINIUM AND TERMINATION OF CONDOMINIUM; AMENDMENT IN THE EVENT OF TECHNICAL CORRECTIONS

A. Except as provided in Articles XIII, XIV and XIX hereof, except as to matters described in Paragraphs B, C, D, and E of this Article XVII and except as otherwise required by the provisions of the Condominium Act, this Declaration of Condominium may be amended by the affirmative vote or agreement of Unit Owners of Units to which at least eighty percent (80%) of the votes of the Association are allocated. Any vote shall be conducted at a regular or special meeting of the Unit Owners called and held in accordance with the By-Laws or otherwise permitted by the By-Laws. Such amendment shall be prepared, executed, recorded and certified by the President of the Association and shall be in recordable form in accordance with the Condominium Act. The amendment shall become effective only upon its recordation in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania.

B. No amendment to this Declaration of Condominium shall increase or create special rights of the Declarant; increase the number of Units; change the boundaries of any Unit;

change any Undivided Share in the Common Elements appurtenant to any Unit; change the proportion or percentage by which any Unit Owner shares the Common Expenses or Common Surplus; change any Unit Owners' voting rights in the Association; or change the uses to which any Unit is restricted without the unanimous consent of all Unit Owners.

C. No amendment to this Declaration shall permit the termination of the Condominium; the partition or subdivision of any Unit or the Common Elements; a change in the Undivided Share in the Common Elements appurtenant to any Unit; a change in the proportion or percentage by which a Unit Owner shares in the Common Expenses, the Common Surplus, the distribution of hazard proceeds or the distribution of condemnation awards; or change the Unit Owner's voting rights in the Association without either the unanimous consent of all holders of first mortgages of record on Units or the Unit Owners.

D. This Condominium may be terminated only by unanimous consent of all Unit Owners and the holders of all first mortgages of record on Units. All procedures regarding termination and distribution of proceeds shall be as provided in the Act.

E. If any Amendment to the Declaration is necessary in the judgment of the Board to cure any ambiguity or to correct or supplement any provision of the Declaration (including the plats and plans) that is defective, missing or inconsistent with any other provision thereof, or if such amendment is necessary in the judgment of the Board to conform to the requirements of any agency or entity that has established national or regional standards with respect to loans secured by mortgages or deeds of trust on Units in condominium projects (such as the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation) and that at any time and from time to time the Board may, at its discretion effect an appropriate corrective amendment without the approval of the Unit Owners or the holders of any liens on all or any part of the Condominium, upon receipt by the Board of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this subsection. The Board may engage its regular counsel as the independent legal counsel to provide the legal opinion required by this subparagraph and need not retain other counsel to render this opinion.

XVIII

NOTICES

A. All notices and other communications required or permitted to be given under or in connection with this Declaration of Condominium shall be in writing and shall be deemed given when delivered in person or on the second business day after the day on which mailed, by certified mail, return receipt requested, addressed as follows:

To any Unit Owner -

At such address as any Unit Owner shall designate by notice to the Association and the Declarant in accordance with this Article.

To the Association - c/o 33 North Market Street
Lancaster, PA 17608;

or to such other address as the Association shall designate by notice in accordance with this Article to Declarant and all Unit Owners.

To Declarant - c/o 33 North Market Street
Lancaster, PA 17608

and

Craig V. Russell, Esquire
Russell, Krafft & Gruber, LLP
Hempfield Center, Suite 300
930 Red Rose Court
Lancaster, PA 17601-1985

or to such other address as Declarant shall designate by notice in accordance with this Article to the Association and all Unit Owners.

B. The Secretary of the Association shall maintain a register of current addresses established for notice purposes pursuant to this Article, which register shall be made available for inspection, upon request, to all Unit Owners and Declarant.

XIX

DECLARANT'S RIGHTS

For as long as Declarant holds for sale, in the ordinary course of business, any Units, Declarant, in his sole and absolute discretion, shall have the following rights, without requiring the consent of any person or entity:

A. to complete improvements to the Condominium Property and to add Units as indicated on the Declaration Plan, as the same may be amended from time to time;

B. to use and maintain any Unit or Units so owned by the Declarant for the purposes of sales offices, management offices or samples;

C. to maintain signs or banners advertising the Condominium on the Common Elements or on Limited Common Elements appurtenant to Units owned by the Declarant;

D. to use easements through the Common Elements for the purpose of making improvements to or within the Condominium, together with Declarant's other easement rights as set forth in Article V hereof;

E. to appoint or remove any officer of the Association or any member of the Board of Directors during the period of Declarant "control" of the Association pursuant to the Condominium Act and the By-laws, such period of Declarant control being described in the Condominium Act; and

F. to lease and rent any and all Units owned by Declarant and to sell any and all Units owned by Declarant to any persons or entities including, without limitation, investors at any time.

Notwithstanding his ownership of unit for sale the Declarant shall have the following Special Declarant Rights:

G. to create up to an additional one hundred thirty (130) Units within the Convertible Real Estate. In connection with this right of Declarant, the following shall apply:

1. Upon the completion of any such additional Unit by the Declarant, the Undivided Share or Shares appertaining to the Unit or Units resulting from such additional Unit or Units shall be equal to the sum of the Undivided Shares appertaining to Units prior to the creation of additional Units. As additional Units are created, additional voting rights on the basis of one (1) vote per Unit will apply to the Association.

2. Upon the completion of any such additional Unit by the Declarant, new Units will be created and included in the Condominium Property, and the sum of the undivided Shares appertaining to the Units formed by such addition of Unit or Units shall be equal to the sum of the Undivided Shares previously appertaining to the Unit or Units prior to such subdivision. Voting rights shall increase or decrease on the basis of one (1) vote per Unit.

3. Upon the addition of any Unit the Undivided Share for each Unit in the Condominium shall be readjusted based on the formula set forth in Article IV A hereof. Each additional Unit added or subtracted shall have one (1) vote.

4. Declarant has provided by this Declaration that the Declarant may create a maximum number of Units in this Condominium of one hundred forty-two (142).

5. Upon the completion of any additional Unit or Units, Declarant shall be both entitled and obligated to prepare and file of record, at Declarant's sole cost and expense, an amendment to this Declaration of Condominium, with amendment to the Condominium Plat and Plan attached thereto, certified in accordance with the Condominium Act and reflecting any such additional Unit or Units, together with any change in the Undivided Shares and voting rights assigned to the Units. Said amendment shall be effective without any further action by the Association, the Unit Owners or any holders of any liens against any Unit.

6. Declarant may, in the ordinary course of Declarant's business, sell and convey to parties other than Declarant, any Unit or Units created by the addition of Unit or Units. Each such owner of a Unit thus created shall automatically become a member of the Association and shall be entitled to all rights, privileges and obligations in connection therewith.

7. In those areas designated on the Plats and Plans as "Convertible Real Estate", the Declarant reserves the right to create one hundred thirty (130) additional Units together with Limited Common Elements or Common Elements.

8. The option to create additional Units shall be reserved to the Declarant for a period commencing with the date of recording of this Declaration and terminating upon the earlier of (i) the recordation of an appropriate amendment to this Declaration and certificate of substantial completion as required by the Condominium Act relating to the one hundred thirtieth (130th) additional Unit; or (ii) seven (7) years from the date of recording of this Declaration.

9. There are no limitations, except with respect to the time limit set forth in Paragraph 8 hereof upon Declarant's exercise of the option to create additional Units.

10. Attached hereto as Exhibit "F" and made a part hereof is the legal description of the Convertible Real Estate upon which additional Units may be created.

11. In the exercise of the option reserved to the Declarant to create additional Units in the Convertible Real Estate the following provisions shall apply:

a. additional Units may be created at any time or times and in any order that the Declarant determines.

b. no assurance is given by the Declarant fixing the precise boundary of each additional Unit nor the order in which additional Unit shall be created.

c. the Declarant shall not be required to create additional Units nor shall the Declarant be required to convert any portion or portions of the convertible real estate into Units.

12. Within the convertible real estate the Declarant may create a total of one hundred thirty (130) additional Units. All Units shall be restricted exclusively to residential use.

13. All additional Units shall be restricted to residential use.

14. The maximum number of Units per acre that may be created within the Convertible Real Estate as a whole is approximately ten (10) Units per acre.

15. All floor areas of Units to be created in the Convertible Real Estate shall be of residential use. Approximately twenty percent (20%) of the Convertible Real Estate will contain Units which shall be residential Units. The remaining portion of the Convertible Real Estate will be dedicated to Common Areas. All Units created within the Convertible Real Estate shall be compatible with other Units in the Condominium in terms of architectural style, quality of construction, principal building materials employed in construction and shall be of the approximate size of the initial Units.

16. Except as may be contained in deeds of conveyance for additional Units, all additional Units shall be subject to the provisions of Article XIV relating to use and occupancy restrictions and to all other provisions of this Declaration, the Condominium Act and the By-Laws of the Association.

17. The only limitation on the location of Units within the Convertible Real Estate is the building set back line as shown on the site plan.

18. All Limited Common Elements to be erected within the Convertible Real Estate shall be of the same general type and size as those within other parts of the Condominium.

19. The proportion of Limited Common Elements to Units within the Convertible Real Estate will be approximately equal to the proportion of Limited Common Elements to Units within other portions of the Condominium.

20. In connection with the erection of additional Units within the Convertible Real Estate, the Declarant may grant mortgages upon the Convertible Real Estate, or portions thereof, for construction financing without the joinder of the Association or any Unit Owner.

H. The Declarant hereby explicitly reserves an option, until the seventh (7th) anniversary of the recording of this Declaration, to withdraw Withdrawable Real Estate from the Condominium from time to time in accordance with Section 3212 of the Condominium Act, without the consent of any Unit Owner or holder of a mortgage on any Unit. This option to withdraw may

be terminated prior to such anniversary only upon the filing of an amendment to this Declaration by the Declarant. The Declarant especially reserves the right to withdraw all or any portion of the Withdrawable Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be withdrawn, added or converted, except as set forth in Section 3212 of the Condominium Act and applicable provisions of Borough and County Subdivision and Land Development Ordinances; provided, however, that the Withdrawable Real Estate shall not exceed the area described on Exhibit "F" hereto. There are no other limitations on this option to withdraw the Withdrawable Real Estate from the Condominium. The percentage interests, relative voting strengths in the Association and share of common expense liability of each Unit in the Condominium, as of the date this Declaration or any amendment thereto is recorded, shall be unaffected by withdraw of all or any part of the Withdrawable Real Estate.

XX

ASSIGNABILITY OF DECLARANT'S RIGHTS

Declarant may assign any or all of his rights or privileges reserved or established by this Declaration or the Condominium Act in accordance with the provisions of the Condominium Act.

XXI

GENERAL PROVISIONS

A. Covenants Running with the Land. All provisions of this Declaration of Condominium, as the same may be from time to time amended, shall be construed to be covenants running with the Land and shall be binding upon every Unit Owner and every claimant of the Condominium Property or any portion thereof, of any interest therein, and their respective heirs, executors, administrators, successors and assigns.

B. Captions. The captions used in this Declaration of Condominium are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of any of the text of this Declaration of Condominium.

C. Severability. The provisions of this Declaration of Condominium shall be deemed independent and several, and the invalidity or unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision or portion hereof, unless such invalidity or unenforceability shall destroy the uniform plan which this Declaration of Condominium is intended to create for the operation of the Condominium. In this regard, if a provision contained herein which purports to exclude Declarant from a particular provision or restriction is held to be invalid or unenforceable, Declarant shall have the right, for so long as he

owns any Units, to determine whether the particular exclusion of Declarant shall be stricken, or whether the entire provision or restriction which was the object of the purported restriction shall be stricken. Declarant shall have the right to amend this Declaration, without the consent of any of the Unit Owners, to signify his election pursuant to this paragraph.

D. Applicable Law. This Declaration of Condominium shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania.

E. Interpretation. The provisions of this Declaration of Condominium shall be liberally construed in order to effectuate the operation of the Condominium and to permit compliance with the requirements of all applicable local, state and federal laws and the requirements of all governmental and quasi-governmental instrumentalities.

F. No Limitation Implied. The provisions of this Declaration shall not limit the rights of the Borough of Carlisle, Cumberland County, Pennsylvania, to enforce compliance with its ordinances nor the rules and regulations of its authorities in connection with the maintenance of the Common Elements and any utility services provided to the Condominium Property.

IN WITNESS WHEREOF, COC Associates, Declarant, acting by its general partner, COC, Inc., has caused this document to be duly executed this ____ day of _____, 1999.

DECLARANT:

COC Associates,
a Pennsylvania limited partnership

By: COC, Inc. (general partner)

Attest:

Eddie P. Drogaris, Secretary

By: _____
Eddie P. Drogaris, President

On this, the _____ day of _____, 1999, before me, a Notary Public for the Commonwealth of Pennsylvania, personally appeared Eddie P. Drogaris, who acknowledged himself to be the President of COC, Inc., and that he as such President, being authorized to do so, executed the foregoing Declaration of Condominium for the purposes therein contained by signing the name of the corporation by himself as such President.

Notary Public

IN WITNESS WHEREOF, Pennsylvania State Bank, a national banking corporation,
has caused these presents to be signed in its name by its _____ and its Corporate Seal
affixed and attested by its Secretary, this ____ day of _____, 1999.

PENNSYLVANIA STATE BANK

By: _____

ON THIS, the _____ day of _____, 1999, before me, a Notary Public, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of Pennsylvania State Bank, a national banking corporation, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the said banking institution.

Notary Public

Notary Public

Exhibit A

Land Description

ALL THAT CERTAIN tract of land situate in the Borough of Carlisle, County of Cumberland, Commonwealth of Pennsylvania, more fully described as follows:

BEGINNING at a copperweld pin in the approximate center of the roadbed of the end of Franklin Street; and also being the Southeastern corner of lands now or formerly of Pennsylvania Power & Light Company; thence along said lands and the prolongation of the approximate centerline of Franklin Street, North 6 degrees 26 minutes and 3 seconds East, a distance of 395.82' feet to a corner iron pin on the Southern right-of-way of the Pennsylvania Turnpike; thence along said southern right-of-way line of the Pennsylvania Turnpike, North 71 degrees and 37 minutes East, a distance of 1,102.36' feet to a 16" inch Ash Tree; thence leaving said right-of-way line and along lands now or formerly of the Housing Authority of Cumberland County, South 6 degrees and 22 minutes West, a distance of 241.97' feet to a corner iron pin; thence along the same land lands, South 83 degrees and 38 minutes East, a distance of 350.00' to a corner iron pin on the western right-of-way of North West Street; thence along said right of way, South 6 degrees and 22 minutes West, a distance of 345.48' feet to a corner iron pin at lands now formerly Jimmie C. George and thence along said lands of Jimmie C. George and along lands now or formerly of William Thomas Detrick and Albert Thrush, Jr., South 85 degrees 4 minutes and 27 seconds West, a distance of 1,378.25' feet to a copperweld pin at the point of BEGINNING; containing 15.159 acres.

BEING A PART OF THE SAME PREMISES which W. LeRoy Hall and Thelma Nickey Hall, his wife, by deed dated December 9, 1974 and recorded December 19, 1974 in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania, in Deed Book X, Volume 25, Page 118, granted and conveyed unto James S. Hall, his heirs and assigns.

Recital for Mortgage:

BEING THE SAME PREMISES which James S. Hall by deed dated even date herewith and intended for immediate recording in the Office for the Recorder of Deeds in and for Cumberland County, Pennsylvania, granted and conveyed unto COC Associates, a Pennsylvania limited partnership, its successors and assigns.

EXHIBIT "B"

Unit Owners' Undivided Shares in the Common Elements

<u>Unit Identification</u>	<u>Undivided Share as a Percentage</u>
11	.0833
12	.0833
13	.0833
14	.0833
15	.0833
16	.0833
241	.0833
242	.0833
243	.0833
244	.0833
245	.0833
246	.0833

EXHIBIT "C"

Unit Identifying Numbers and Postal Addresses

Building 1

<u>Unit No.</u>	<u>Postal Address</u>
11	1326 North West Street
12	1328 North West Street
13	1330 North West Street
14	1 Courtyard Drive
15	3 Courtyard Drive
16	5 Courtyard Drive

Building 24

<u>Unit No.</u>	<u>Postal Address</u>
241	1320 North West Street
242	1322 North West Street
243	1324 North West Street
244	2 Courtyard Drive
245	4 Courtyard Drive
246	6 Courtyard Drive

EXHIBIT "D"

Recorded Easements

1. Rights granted to Pennsylvania Power & Light Company as set forth in Miscellaneous Book 148, Page 257.
2. Rights granted to The United Telephone Company of Pennsylvania as set forth in Miscellaneous Book 237, Page 780.
3. Public and private rights in and for that portion of the premises lying in the bed of Franklin Street.
4. Rights granted to Raystay Co. d/b/a TV Cable of Carlisle as set forth in Miscellaneous Book 586, Page 879.
5. All set back lines, conditions, covenants, utilities, etc., as set forth in the Subdivision Plan recorded in Book 76, Page 94.

EXHIBIT "E"

Standards of Services Provided by the Association - Common Elements

1. Trash Removal:

Weekly curbside trash removal at one (1) designated location per Building. This includes a maximum of five (5) trash bags per Unit per week. One (1) recycling container per Unit shall be removed each month. An annual Condominium-wide trash removal shall be included to one (1) thirty (30) yard roll off container with one (1) pull. Trash removal from Unit to designated pick up area is the Unit owner's responsibility.

2. Snow Removal:

Snow plowing when snow has accumulated to three (3) inches and replowed when snow has stopped; sidewalks after snow has stopped

3. Ground Maintenance:

Mowing: minimum once every eleven (11) days in spring and fall; once every thirty (30) days in drought conditions

Pruning of shrubs: annually

Mulching: annually

EXHIBIT "F"

Legal Description of Convertible/Withdrawable Real Estate

LEGAL DESCRIPTION for "Need Not Be Built" and/or "Convertible / Withdrawable Real Estate from the Courtyards of Carlisle, a Condominium Community, as originally recorded by COC Associates, a Pennsylvania Limited Partnership by COC, Inc., its sole general partner in Plan Book 76, Page 94 and located in the Borough of Carlisle, Cumberland County, Pennsylvania.

The Legal Description for the "Need Not Be Built" and/or "Convertible / Withdrawable Real Estate", includes a remaining portion of Lot 1 (Phase I) including Buildings, 2, 3, 4 and 23; Lot 2A (Phase IIA), Lot 2B (Phase IIB), Lot 2C (Phase IIC); Lot 3A (Phase IIIA), Lot 3B (Phase IIIB); Lot 4 (Phase IV) as follows:

BEGINNING at a copperweld pin in the approximate center of the roadbed of the northern end of Franklin Street; and also being an eastern corner of lands now or formerly of the Borough of Carlisle; thence, along said lands and lands now or formerly of the Pennsylvania Power and Light Company and the prolongation of the approximate centerline of Franklin Street, North 6 degrees, 26 minutes and 3 seconds East, a distance of 395.82 feet to a corner iron pin on the southern right-of-way of the Pennsylvania Turnpike; thence, along said southern right-of-way of the Pennsylvania Turnpike, North 71 degrees, 37 minutes and 0 seconds East, a distance of 1102.36 feet to a point; thence, leaving said right-of-way and along lands now or formerly of the Housing Authority of Cumberland County, South 6 degrees, 22 minutes and 0 seconds West, a distance of 241.97 feet to a corner iron pin; thence, continuing along the lands now or formerly of the Housing Authority of Cumberland County, South 83 degrees, 38 minutes and 0 seconds East, a distance of 220.59 feet to a point; thence, through the lands now or formerly owned by COC Associates, South 6 degrees, 22 minutes and 0 seconds West, a distance of 168.03 feet to a point on the northern right-of-way of Courtyard Drive; thence, along the northern right-of-way of Courtyard Drive, North 83 degrees, 38 minutes and 0 seconds West, a distance of 78.77 feet to a point; thence, continuing along the northern right-of-way of Courtyard Drive following a curve to the left, having a delta of 36 degrees, 19 minutes and 9 seconds, a radius of 175.00 feet, a tangent of 57.40 feet and an arc length of 110.93 feet to a point; thence, continuing along the northern right-of-way of Courtyard Drive following a curve to the right, having a delta of 25 degrees, 1 minute and 36 seconds, a radius of 125.00 feet, a tangent of 27.74 feet and an arc length of 54.60 feet to a point; thence, continuing along the northern right-of-way of Courtyard Drive, South 85 degrees, 4 minutes and 27 seconds West, a distance of 96.00 feet to a point on the eastern right-of-way of Court Lane; thence, along the eastern right-of-way of Court Lane following a curve to the right, having a delta of 90 degrees, 0 minutes and 0 seconds, a radius of 10.00 feet, a tangent of 10.00 feet and an arc length of 15.71 feet to a point; thence, continuing along the eastern right-of-way of Court Lane, North 4 degrees, 55 minutes and 33 seconds West, a distance of 112.09 feet to a point; thence, crossing Court Lane, South 85 degrees, 4 minutes and 27 seconds West, a distance of 50.00 feet to a point on the western right-of-way of Court Lane; thence, along the western right-of-way of Court Lane, South 4 degrees, 55 minutes and 33 seconds East, a distance of 112.09 feet to a point; thence, continuing along the western right-of-way of Court Lane following a curve to the right, having a delta of 90 degrees, 0 minutes and 0 seconds, a radius of 10.00 feet, a tangent of 10.00 feet and an arc length of 15.71 feet to a point on the northern right-of-way of Courtyard Drive; thence, crossing Courtyard Drive, South 4 degrees, 55 minutes and 33 seconds East, a distance of 50.00 feet to a point on the southern right-of-way of Courtyard Drive; thence, along the southern right-of-way of Courtyard Drive, North 85 degrees, 4 minutes and 27 seconds East, a distance of 166.00 feet to a point; thence, continuing along the southern right-of-way of Courtyard Drive, following a curve to the left, having a delta of 10 degrees, 7 minutes and 43 seconds, a radius of 175.00 feet, a tangent of 15.51 feet and an arc length of 30.94 feet to a point; thence, through the lands now or formerly owned by COC Associates, South 4 degrees, 55 minutes

and 33 seconds East, a distance of 142.73 feet to a point on the common property line of the tract and the lands now or formerly of Jimmie C. George; thence, along said lands of Jimmie C. George and along lands now or formerly of William Thomas Detrick and Albert Thrush, Jr., South 85 degrees, 4 minutes and 27 seconds West, a distance of 1078.44 feet to a copperweld pin at THE POINT OF BEGINNING; containing 12.82 acres.

EXHIBIT "7"
THE COURTYARDS OF CARLISLE, A CONDOMINIUM COMMUNITY

ARTICLES OF INCORPORATION

ARTICLES OF INCORPORATION - DOMESTIC NONPROFIT CORPORATION
DSCB:15-5306 (Rev 89)

In compliance with the requirements of 15 Pa. C.S. § 5306 (relating to articles of incorporation), the undersigned, desiring to incorporate a nonprofit corporation, hereby states that:

The name of the corporation is: The Courtyards of Carlisle Unit Owners Association, Inc.

The (a) address of this corporation's initial registered office in this Commonwealth or (b) commercial registered office provider and the county of venue is:

(a) c/o Russell, Krafft & Gruber, LLP
Suite 300, 930 Red Rose Court, Lancaster, PA 17601
Number and Street City State Zip County

(b) N/A
Name of Commercial Registered Office Provider County

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

The corporation is incorporated under the Nonprofit Corporation Law of 1988 for the following purpose or purposes:
see attached sheet

The corporation does not contemplate pecuniary gain or profit, incidental or otherwise.

(Strike out if inapplicable): The corporation is organized upon a ~~stock~~/nonstock basis.

(Strike out if inapplicable): The corporation shall have no members.

(Strike out if inapplicable): The incorporators constitute a majority of the members of the committee authorized to incorporate by the requisite vote required by the organic law of the association for the amendment of such organic law.

(Strike out if inapplicable): These Articles of Incorporation may be amended in the manner at the time prescribed by statute and all rights conferred upon members herein are granted subject to this reservation.

3. The name(s) and address(es) of each incorporator(s) is (are):

Name(s)	Address(es)
Debra L. Sears	Suite 300, 930 Red Rose Court, Lancaster, PA 17601

IN TESTIMONY WHEREOF, the incorporator(s) has (have) signed these Articles of Incorporation this 24th day of February, 19 98.

Debra L. Sears
(Signature) Debra L. Sears
PA DEPT. OF STATE
FEB 26 1998

(Signature)

(Signature)

ARTICLES OF INCORPORATION
DOMESTIC NONPROFIT CORPORATION

The Courtyards of Carlisle Unit Owners Association, Inc.

3. The corporation is incorporated under the Nonprofit Corporation Law of 1988, for the following purpose or purposes:

The Association shall be organized and operated to provide for the management, maintenance, repair and care of those areas of land and improvements devoted to the common use and enjoyment of the owners of units in The Courtyards of Carlisle, A Condominium, located in the Borough of Carlisle, County of Cumberland and Commonwealth of Pennsylvania, together with such other portions of said condominium pursuant to the Declaration of Condominium thereof; to provide for the common good and general welfare of the persons and entities owning units within The Courtyards of Carlisle, A Condominium; to establish, levy and collect assessments against properties situate in The Courtyards of Carlisle, A Condominium; and to enforce all covenants, restrictions, easements and agreements and, in particular, the Declaration of Condominium applicable to The Courtyards of Carlisle, A Condominium. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its directors, trustees, officers or other private persons, except as provided in §528(c)(1)(D) of the Internal Revenue Code of 1986, as amended. The Association shall be empowered and authorized to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth above.

52167 1

41. ROBERT P. ZIEGLER
RECORDER OF DEEDS
CUMBERLAND COUNTY, PA

2004 DEC 29 PM 12:19

**NINTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF
THE COURTYARDS OF CARLISLE, A CONDOMINIUM COMMUNITY**

THIS NINTH AMENDMENT TO DECLARATION OF THE COURTYARDS OF CARLISLE, A CONDOMINIUM COMMUNITY, is made this 22nd day of November, 2004, by and between COC ASSOCIATES, a Pennsylvania limited partnership, maintaining a principal place of business at 33 North Market Street, Lancaster, Pennsylvania 17608 (hereinafter referred to as "Declarant") and THE COURTYARDS OF CARLISLE UNIT OWNERS ASSOCIATION, INC., a Pennsylvania non-profit corporation (hereinafter referred to as the "Association").

The background of this Amendment is as follows:

Declarant is the Declarant to The Courtyards of Carlisle, a Condominium Community, who filed a Declaration of Condominium ("Declaration") with the Recorder of Deeds of Cumberland County, Pennsylvania, on April 22, 1999, in Book 610, Page 678, which created a condominium situate in Carlisle Borough, Cumberland County, Pennsylvania, known as The Courtyards of Carlisle, A Condominium Community. Contemporaneously therewith, the Declarant filed, in the aforesaid Office of the Recorder of Deeds, plats and plans as required by the Pennsylvania Uniform Condominium Act, which plats and plans are recorded in Plan Book 78, Page 117. The Declaration and plats and plans created twelve (12) Units. The Declaration and plats and plans have been amended by the Declarant by the filing of eight (8) previous Amendments to the Declaration and amended plats and plans. The First Amendment to the Declaration is filed in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania, in Book 628, Page 760. The amended plats and plans are recorded in the aforesaid office at Plan Book 12, Page 83. The First

Amendment created twelve (12) additional Units in The Courtyards of Carlisle, A Condominium Community. The Second Amendment to the Declaration is filed in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania, in Book 644, Page 624. The amended plats and plans are recorded in the aforesaid office at Plan Book 81, Page 9. The Second Amendment created six (6) additional Units in The Courtyards of Carlisle, A Condominium Community. The Third Amendment to the Declaration is filed in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania, in Book 672, Page 614. The amended plats and plans are recorded in the aforesaid office at Plan Book 83, Page 24. The Third Amendment created four (4) additional Units in The Courtyards of Carlisle, A Condominium Community. The Fourth Amendment to the Declaration is filed in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania, in Book 683, Page 2441. The amended plats and plans are recorded in the aforesaid office at Plan Book 84, Page 85 (Building 21 only). The Fourth Amendment created ten (10) additional Units in The Courtyards of Carlisle, A Condominium Community. The Fourth Amendment to the Declaration is re-filed in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania, in Book 685, Page 3603. The amended plats and plans are re-recorded in the aforesaid office at Plan Book 85, Page 9 (Building 22 only). The Fifth Amendment to the Declaration is filed in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania, in Book 689, Page 1837. The amended plats and plans are recorded in the aforesaid office at Plan Book 85, Page 111. The Fifth Amendment created twelve (12) additional Units in The Courtyards of Carlisle, A Condominium Community. The Sixth Amendment to the Declaration is filed in the Office of the Recorder of

Deeds of Cumberland County, Pennsylvania, in Book 700, Page 17. The amended plats and plans are recorded in the aforesaid office at Plan Book 87, Page 84. The Sixth Amendment created twelve (12) additional Units in The Courtyards of Carlisle, A Condominium Community. The Seventh Amendment to the Declaration is filed in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania, in Book 706, Page 1658. The amended plats and plans are recorded in the aforesaid office at Plan Book 88, Page 90. The Seventh Amendment created eighteen (18) additional Units in The Courtyards of Carlisle, A Condominium Community. The Eighth Amendment to the Declaration is filed in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania, in Book 710, Page 4252. The amended plats and plans are recorded in the aforesaid office at Plan Book 89, Page 84. The Eighth Amendment created sixteen (16) additional Units in The Courtyards of Carlisle, A Condominium Community. This Ninth Amendment to the Declaration is filed in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania, together with amended plats and plans, the intention of which is to create twelve (12) additional Units in The Courtyards of Carlisle, A Condominium Community.

Pursuant to Chapter 32 of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S.A. 3201 - 3221, and Article XIX of the Declaration, the Declarant is permitted to unilaterally convert all or any portion of the Convertible Real Estate (as defined in the Declaration) into condominium Units and Limited Common Elements at any time and from time to time until the seventh (7th) anniversary of the recordation of the Declaration. The Declarant has complied with the provisions of Article XIX of the Declaration and Chapter 32 of the Pennsylvania Uniform

Condominium Act and wishes to amend the Declaration to convert a portion of the Convertible Real Estate into Condominium Units and Limited Common Elements as hereinafter provided.

NOW, THEREFORE, pursuant to and in compliance with Article XIX of the Declaration and the Pennsylvania Uniform Condominium Act, the Declarant hereby amends the Declaration as follows:

1. From the Convertible Real Estate, described in Exhibit "F" to the Declaration, are created Condominium Units 141, 142, 143, 144, 145, 146, 151, 152, 153, 154, 155 and 156 (the "New Units"), Common Elements and Limited Common Elements appurtenant thereto depicted on the plats and plans intended for immediate recording herewith. The New Units (Nos. 141, 142, 143, 144, 145, 146, 151, 152, 153, 154, 155 and 156) created herein shall have street addresses on Courtyard Drive, Carlisle Borough, Cumberland County, Pennsylvania, and shall have the following postal addresses:

<u>Unit No.</u>	<u>Address</u>
141	93 Courtyard Drive
142	95 Courtyard Drive
143	97 Courtyard Drive
144	99 Courtyard Drive
145	101 Courtyard Drive
146	103 Courtyard Drive
151	109 Courtyard Drive
152	107 Courtyard Drive
153	105 Courtyard Drive
154	111 Courtyard Drive
155	113 Courtyard Drive
156	115 Courtyard Drive

The New Units will consist of four (4) Crofton Units, four (4) Avondale Units and four (4) Braeburn Units. The Crofton and Avondale Units will be End Units and the Braeburn Units will be Interior Units. The End Units will pay the Base Assessment plus 9.65 percent and the Interior Units will pay the Base Assessment less 20.123 percent as described in Article VI-A-2 of the Declaration.

2. Pursuant to Chapter 32 of the Pennsylvania Uniform Condominium Act, common element interests in the condominium are hereby reallocated to each Unit in accordance with Exhibit "1".

3. Simultaneously herewith, the Declarant is causing to be recorded in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania, amended plats and plans reflecting the creation of the New Units and Limited Common Elements, which are being recorded in conformity with the provisions of the Pennsylvania Uniform Condominium Act and the Declaration.

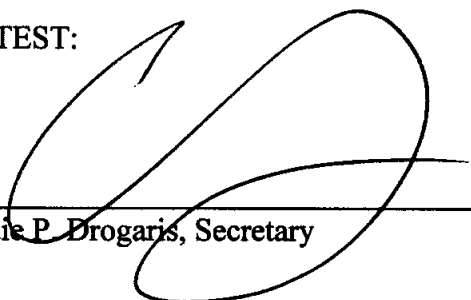
4. Except as modified by this Amendment, all of the terms and provisions of the Declaration of Condominium and plats and plans are hereby expressly ratified and confirmed and shall remain in full force and effect and shall apply to the New Units and Limited Common Elements created hereby.

5. Pursuant to Article XIX, Section G, of the Declaration, the Declarant, by this Amendment, has converted a portion of the Convertible Real Estate. The legal description of the remaining Convertible Real Estate is described on Exhibit "2", attached hereto and made a part hereof.

6. The Courtyards of Carlisle, a Condominium Community, upon the recording of this Declaration, will contain one hundred fourteen (114) Units. The legal description of the real estate which has been converted is described on Exhibit "3", attached hereto and made a part hereof.

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

ATTEST:



Eddie P. Drogaris, Secretary

COC ASSOCIATES

By: COC, Inc., General Partner

By: 

Eddie P. Drogaris, President

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF LANCASTER

ON THE 22nd day of November, A.D., 2004, before me, a Notary Public for the Commonwealth of Pennsylvania, personally appeared Eddie P. Drogaris, who acknowledged himself to be the President and Secretary of COC, Inc., sole general partner of COC Associates, a Pennsylvania limited partnership, and who acknowledged that he executed the foregoing Ninth Amendment to Declaration of Condominium for the purposes therein contained.

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


Notary Public
My Commission Expires:

Notarial Seal
Sherry L. Blake, Notary Public
East Hempfield Twp., Lancaster County
My Commission Expires Mar. 24, 2007
Member, Pennsylvania Association Of Notaries

FOR GOOD AND VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, The Courtyards of Carlisle Unit Owners Association, Inc., a Pennsylvania non-profit corporation, does hereby accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Ninth Amendment to Declaration of Condominium and the exhibits attached hereto.

IN WITNESS WHEREOF, The Courtyards of Carlisle Unit Owners Association, Inc., a Pennsylvania non-profit corporation, has caused these presents to be signed in its name by its President, and its corporate seal affixed and attested to by its Secretary, this 7th day of December, 2004.

ATTEST:

Erica L Kirman
Erica Kirman, Secretary
12/4/04

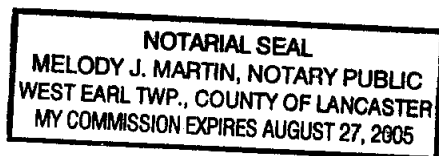
THE COURTYARDS OF CARLISLE UNIT
OWNERS ASSOCIATION, INC.

By: Robert Schlitt
Robert Schlitt, President

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Lancaster) ss:
)

Before me, the undersigned authority, personally appeared Robert Schlitt and Erica Kirman, to me well known to be the persons described in and who have executed the foregoing instrument as President and Secretary of The Courtyards of Carlisle Unit Owners Association, Inc., a Pennsylvania non-profit corporation, and that they severally acknowledge before me that they executed such instrument as such officers of said corporation, and that the seal affixed thereto is the corporate seal of said corporation, and that it was affixed to this instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

Witness my hand and official seal at the County and State aforesaid, this 7th day of December, 2004.



Melody J. Martin
Notary Public

My Commission Expires:

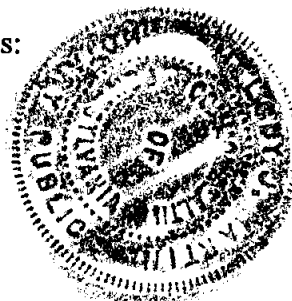


Exhibit "1"

Unit Owners' Undivided Shares in the Common Elements

<u>Unit</u>	<u>Undivided Share as a Percentage Prior to this Amendment</u>	<u>Undivided Share as a Percentage After this Amendment</u>
11	.00980	.00877
12	.00980	.00877
13	.00980	.00877
14	.00980	.00877
15	.00980	.00877
16	.00980	.00877
241	.00980	.00877
242	.00980	.00877
243	.00980	.00877
244	.00980	.00877
245	.00980	.00877
246	.00980	.00877
21	.00980	.00877
22	.00980	.00877
23	.00980	.00877
24	.00980	.00877
25	.00980	.00877
26	.00980	.00877
231	.00980	.00877
232	.00980	.00877
233	.00980	.00877
234	.00980	.00877
235	.00980	.00877
236	.00980	.00877
31	.00980	.00877
32	.00980	.00877
33	.00980	.00877
34	.00980	.00877
35	.00980	.00877
36	.00980	.00877

<u>Unit</u>	<u>Undivided Share as a Percentage Prior to this Amendment</u>	<u>Undivided Share as a Percentage After this Amendment</u>
41	.00980	.00877
42	.00980	.00877
44	.00980	.00877
45	.00980	.00877
81	.00980	.00877
82	.00980	.00877
83	.00980	.00877
84	.00980	.00877
85	.00980	.00877
86	.00980	.00877
91	.00980	.00877
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116	.00980	.00877
131	.00980	.00877
132	.00980	.00877
133	.00980	.00877
134	.00980	.00877
135	.00980	.00877
136	.00980	.00877
181	.00980	.00877
182	.00980	.00877
183	.00980	.00877

<u>Unit</u>	<u>Undivided Share as a Percentage Prior to this Amendment</u>	<u>Undivided Share as a Percentage After this Amendment</u>
184	.00980	.00877
185	.00980	.00877
186	.00980	.00877
191	.00980	.00877
192	.00980	.00877
193	.00980	.00877
194	.00980	.00877
195	.00980	.00877
196	.00980	.00877
201	.00980	.00877
202	.00980	.00877
203	.00980	.00877
204	.00980	.00877
205	.00980	.00877
206	.00980	.00877
211	.00980	.00877
212	.00980	.00877
213	.00980	.00877
214	.00980	.00877
215	.00980	.00877
216	.00980	.00877
221	.00980	.00877
222	.00980	.00877
224	.00980	.00877
225	.00980	.00877
121	.00980	.00877
122	.00980	.00877
123	.00980	.00877
124	.00980	.00877

<u>Unit</u>	<u>Undivided Share as a Percentage Prior to this Amendment</u>	<u>Undivided Share as a Percentage After this Amendment</u>
161	.00980	.00877
162	.00980	.00877
163	.00980	.00877
164	.00980	.00877
165	.00980	.00877
166	.00980	.00877
171	.00980	.00877
172	.00980	.00877
173	.00980	.00877
174	.00980	.00877
175	.00980	.00877
176	.00980	.00877
141	---	.00877
142	---	.00877
143	---	.00877
144	---	.00877
145	---	.00877
146	---	.00877
151	---	.00877
152	---	.00877
153	---	.00877
154	---	.00877
155	---	.00877
156	---	.00877

Exhibit "2"

Legal Description of Remaining Convertible Real Estate

LEGAL DESCRIPTION for "Need Not Be Built" and/or "Convertible / Withdrawable Real Estate from the Courtyards of Carlisle, a Condominium Community, as originally recorded by COC Associates, a Pennsylvania Limited Partnership by COC, Inc., its sole general partner in Plan Book 76, Page 94 and located in the Borough of Carlisle, Cumberland County, Pennsylvania.

The Legal Description for the "Need Not Be Built" and/or "Convertible / Withdrawable Real Estate", includes a remaining portion of Lot 4 (Phase IV) as follows:

BEGINNING at a copper weld pin in the approximate center of the roadbed of the northern end of Franklin Street; and also being an eastern corner of lands now or formerly of the Borough of Carlisle; thence, along said lands and lands now or formerly of the Pennsylvania Power and Light Company and the prolongation of the approximate centerline of Franklin Street, North 06 degrees, 26 minutes and 03 seconds East, a distance of 395.82 feet to a point on the southern right-of-way of the Pennsylvania Turnpike; thence, along said southern right-of-way of the Pennsylvania Turnpike, North 71 degrees, 37 minutes and 0 seconds East, a distance of 417.51 feet to a point and the TRUE POINT OF BEGINNING; thence continuing along the southern right-of-way of the Pennsylvania Turnpike North 71 degrees, 37 minutes and 0 seconds East, a distance of 684.86 feet to a corner iron pin; thence, leaving said right-of-way and along lands now or formerly of the Housing Authority of Cumberland County, South 06 degrees, 22 minutes and 0 seconds West, a distance of 241.97 feet to a corner iron pin; thence, through the lands now or formerly owned by COC Associates, South 29 degrees, 43 minutes and 11 seconds West, a distance of 85.29 feet to a point; thence, continuing through the lands now or formerly owned by COC Associates, South 05 degrees, 00 minutes and 02 seconds East, a distance of 25.06 feet to a point; thence, continuing through the lands now or formerly owned by COC Associates, South 85 degrees, 04 minutes and 27 seconds West, a distance of 112.55 feet to a point on the eastern right-of-way of Court Lane; thence, crossing Court Lane, South 85 degrees, 04 minutes and 27 seconds West, a distance of 50.00 feet to a point on the western right-of-way of Court Lane; thence, along the western right-of-way of Court Lane, North 4 degrees, 55 minutes and 33 seconds West, a distance of 17.91 feet to a point; thence, through the lands now or formerly owned by COC Associates, South 85 degrees, 04 minutes, and 27 seconds West, a distance of 200.80 feet to a point; thence, continuing through the lands now or formerly owned by COC Associates, North 58 degrees, 02 minutes, and 29 seconds West, a distance of 258.62 feet to THE POINT OF BEGINNING; containing 4.08 acres.

I Certify this to be recorded
In Cumberland County PA



Robert P. Ziegler

Recorder of Deeds

Exhibit "3"

Legal Description of Real Estate Which Has Been Converted

LEGAL DESCRIPTION for Lot 1, (Phase 1), including public improvements, containing buildings 1, 2, 3, 4, 23 and 24 and related lot 2A, (Phase 2A) public improvements, and lots 2B and 2C, (Phase 2) containing buildings 8, 9, 11, 20, 21 and 22 and lot 3A, (Phase 3A) public improvements, containing buildings 16, 17, 18, and 19 and a portion of lot 3B, (Phase 3B) and its public improvements containing buildings 11, 12, 13 & 14 of the Courtyards of Carlisle, a Condominium Community. The original plan for Lot 1 (Phase I) was recorded by COC Associates, a Pennsylvania Limited Partnership by COC, Inc., its sole general partner in Plan Book 76, Page 94 located in the Borough of Carlisle, Cumberland County, Pennsylvania. The original plan for Lot 2A, 2B and 2C (Phase 2) was recorded by COC Associates, a Pennsylvania Limited Partnership by COC, Inc., its sole general partner in Plan Book 83, Page 89 located in the Borough of Carlisle, Cumberland County, Pennsylvania. The original plan for Lot 3A & 3B (Phase 3) was recorded by COC Associates, a Pennsylvania Limited Partnership by COC, Inc., its sole general partner in Plan Book 87, Page 96 located in the Borough of Carlisle, Cumberland County, Pennsylvania.

Beginning at an iron pin at the northeast corner of the tract; and also being the southeastern corner of lands now or formerly of the Housing Authority of Cumberland County; and also being a point on the western right-of-way line of North West Street; thence, along said right-of-way, South 06 degrees, and 22 minutes and 0 seconds West, a distance of 345.48 feet to a corner iron pin at lands now or formerly of Jimmie C. George and thence along said lands now or formerly of Jimmie C. George, lands now or formerly of William Thomas Detrick and lands now or formerly of Albert Thrush, Jr. South 85 degrees, 04 minutes and 27 seconds West, a distance of 1,378.25 feet to a point on the eastern right-of-way of Franklin Street; thence, South 85 degrees, 04 minutes and 27 seconds West, a distance of 30.60 feet to a point on the centerline of Franklin Street; thence, continuing to cross Franklin Street South 85 degrees, 42 minutes and 38 seconds West, a distance of 30.55 feet to a point on the lands now or formerly of the Borough of Carlisle and the western right-of-way of Franklin Street; thence, along the lands now or formerly of the Borough of Carlisle and lands now or formerly of the Pennsylvania Power and Light Company North 06 degrees, 26 minutes and 03 degrees East, a distance of 229.15 feet to a point on the northern right-of-way of Courtyard Drive; thence, along the northern right-of-way of Courtyard Drive North 85 degrees, 04 minutes and 27 seconds East, a distance of 30.62 feet to a point; thence, along lands now or formerly of the Pennsylvania Power and Light Company North 06 degrees, 26 minutes and 03 degree East, a distance of 166.32 feet to a point on the southern right-of-way of the Pennsylvania Turnpike; thence, along said southern right-of-way of the Pennsylvania Turnpike, North 71 degrees, 37 minutes and 0 seconds East, a distance of 417.51 feet to a point; thence, through the lands now or formerly owned by COC Associates, South 58 degrees, 02 minutes and 29 seconds East, a distance of 258.62 feet to a point; thence, North 85 degrees, 04 minutes, and 27 seconds East, a distance of 200.80 feet to a point on the western right-of-way of Court Lane; thence, along the western right-of-way of Court Lane, South 04 degrees, 55 minutes, and 33 seconds East, a distance of 17.91 feet to a point; thence, crossing Court Lane, North 85 degrees, 04 minutes, and 27 seconds East, a distance of 50.00 feet to a point on the eastern right-of-way of Court Lane; thence, continuing through the lands now or formerly owned by COC Associates, North 85 degrees, 04 minutes, and 27 seconds East, a distance of 112.55 feet to a point; thence, North 05 degrees, 00 minutes, and 02 seconds West, a distance of 25.06 feet to a point; thence, North 29 degrees, 43 minutes and 11 seconds East, a distance of 85.29 feet to a point on the property line of the lands now or formerly of the Housing Authority of Cumberland County; thence, South 83 degrees, 38 minutes and 0 seconds East, a distance of 350.00 feet TO THE POINT OF BEGINNING; containing 12.21 acres.

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ROBERT C. SIEDLER
RECORDER OF DEEDS
CUMBERLAND COUNTY-PA

2005 DEC 16 AM 11 50

**TENTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF
THE COURTYARDS OF CARLISLE, A CONDOMINIUM COMMUNITY**

THIS TENTH AMENDMENT TO DECLARATION OF THE COURTYARDS OF CARLISLE, A CONDOMINIUM COMMUNITY, is made this 8th day of November, 2005, by and between COC ASSOCIATES, a Pennsylvania limited partnership, maintaining a principal place of business at 33 North Market Street, Lancaster, Pennsylvania 17608 (hereinafter referred to as "Declarant") and THE COURTYARDS OF CARLISLE UNIT OWNERS ASSOCIATION, INC., a Pennsylvania non-profit corporation (hereinafter referred to as the "Association").

The background of this Amendment is as follows:

Declarant is the Declarant to The Courtyards of Carlisle, a Condominium Community, who filed a Declaration of Condominium ("Declaration") with the Recorder of Deeds of Cumberland County, Pennsylvania, on April 22, 1999, in Book 610, Page 678, which created a condominium situate in Carlisle Borough, Cumberland County, Pennsylvania, known as The Courtyards of Carlisle, A Condominium Community. Contemporaneously therewith, the Declarant filed, in the aforesaid Office of the Recorder of Deeds, plats and plans as required by the Pennsylvania Uniform Condominium Act, which plats and plans are recorded in Plan Book 78, Page 117. The Declaration and plats and plans created twelve (12) Units. The Declaration and plats and plans have been amended by the Declarant by the filing of nine (9) previous Amendments to the Declaration and amended plats and plans. The First Amendment to the Declaration is filed in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania, in Book 628, Page 760. The amended plats and plans are recorded in the aforesaid office at Plan Book 12, Page 83. The First Amendment created twelve (12) additional Units in The Courtyards of Carlisle, A Condominium

Community. The Second Amendment to the Declaration is filed in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania, in Book 644, Page 624. The amended plats and plans are recorded in the aforesaid office at Plan Book 81, Page 9. The Second Amendment created six (6) additional Units in The Courtyards of Carlisle, A Condominium Community. The Third Amendment to the Declaration is filed in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania, in Book 672, Page 614. The amended plats and plans are recorded in the aforesaid office at Plan Book 83, Page 24. The Third Amendment created four (4) additional Units in The Courtyards of Carlisle, A Condominium Community. The Fourth Amendment to the Declaration is filed in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania, in Book 683, Page 2441. The amended plats and plans are recorded in the aforesaid office at Plan Book 84, Page 85 (Building 21 only). The Fourth Amendment created ten (10) additional Units in The Courtyards of Carlisle, A Condominium Community. The Fourth Amendment to the Declaration is re-filed in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania, in Book 685, Page 3603. The amended plats and plans are re-recorded in the aforesaid office at Plan Book 85, Page 9 (Building 22 only). The Fifth Amendment to the Declaration is filed in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania, in Book 689, Page 1837. The amended plats and plans are recorded in the aforesaid office at Plan Book 85, Page 111. The Fifth Amendment created twelve (12) additional Units in The Courtyards of Carlisle, A Condominium Community. The Sixth Amendment to the Declaration is filed in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania, in Book 700, Page 17. The amended plats and plans are recorded in the aforesaid office at Plan Book 87, Page 84. The Sixth Amendment created twelve (12) additional Units in The Courtyards of Carlisle, A Condominium Community. The Seventh

Amendment to the Declaration is filed in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania, in Book 706, Page 1658. The amended plats and plans are recorded in the aforesaid office at Plan Book 88, Page 90. The Seventh Amendment created eighteen (18) additional Units in The Courtyards of Carlisle, A Condominium Community. The Eighth Amendment to the Declaration is filed in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania, in Book 710, Page 4252. The amended plats and plans are recorded in the aforesaid office at Plan Book 89, Page 84. The Eighth Amendment created sixteen (16) additional Units in The Courtyards of Carlisle, A Condominium Community. The Ninth Amendment to the Declaration is filed in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania, in Book 714, Page 858. The amended plats and plans are recorded in the aforesaid office at Plan Book 90, Page 22. The Ninth Amendment created twelve (12) additional Units in The Courtyards of Carlisle, A Condominium Community. This Tenth Amendment to the Declaration is filed in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania, together with amended plats and plans, the intention of which is to create fourteen (14) additional Units in The Courtyards of Carlisle, A Condominium Community.

Pursuant to Chapter 32 of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S.A. 3201 - 3221, and Article XIX of the Declaration, the Declarant is permitted to unilaterally convert all or any portion of the Convertible Real Estate (as defined in the Declaration) into condominium Units and Limited Common Elements at any time and from time to time until the seventh (7th) anniversary of the recordation of the Declaration. The Declarant has complied with the provisions of Article XIX of the Declaration and Chapter 32 of the Pennsylvania Uniform

Condominium Act and wishes to amend the Declaration to convert a portion of the Convertible Real Estate into Condominium Units and Limited Common Elements as hereinafter provided.

NOW, THEREFORE, pursuant to and in compliance with Article XIX of the Declaration and the Pennsylvania Uniform Condominium Act, the Declarant hereby amends the Declaration as follows:

1. From the Convertible Real Estate, described in Exhibit "F" to the Declaration, are created Condominium Units 71, 72, 73, 74, 75, 76, 77, 78, 101, 102, 103, 104, 105 and 106 (the "New Units"), Common Elements and Limited Common Elements appurtenant thereto depicted on the plats and plans intended for immediate recording herewith. The New Units (Nos. 71, 72, 73, 74, 75, 76, 77, 78, 101, 102, 103, 104, 105 and 106) created herein shall have street addresses on Courtyard Drive and Court Lane, Carlisle Borough, Cumberland County, Pennsylvania, and shall have the following postal addresses:

Unit No.	Address
71	8 Court Lane
72	10 Court Lane
73	12 Court Lane
74	14 Court Lane
75	16 Court Lane
76	18 Court Lane
77	20 Court Lane
78	22 Court Lane
101	24 Court Lane
102	26 Court Lane
103	28 Court Lane
104	55 Courtyard Drive
105	57 Courtyard Drive
106	59 Courtyard Drive

The New Units will consist of six (6) Avondale Units, six (6) Braeburn Units and two (2) Amherst Units. The Avondale and Amherst Units will be End Units and the Braeburn Units will be Interior Units. The End Units will pay the Base Assessment plus 9.65 percent and the Interior Units will pay the Base Assessment less 20.123 percent as described in Article VI-A-2 of the Declaration.

2. Pursuant to Chapter 32 of the Pennsylvania Uniform Condominium Act, common element interests in the condominium are hereby reallocated to each Unit in accordance with Exhibit "1".

3. Simultaneously herewith, the Declarant is causing to be recorded in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania, amended plats and plans reflecting the creation of the New Units and Limited Common Elements, which are being recorded in conformity with the provisions of the Pennsylvania Uniform Condominium Act and the Declaration.

4. Except as modified by this Amendment, all of the terms and provisions of the Declaration of Condominium and plats and plans are hereby expressly ratified and confirmed and shall remain in full force and effect and shall apply to the New Units and Limited Common Elements created hereby.

5. Pursuant to Article XIX, Section G, of the Declaration, the Declarant, by this Amendment, has converted a portion of the Convertible Real Estate. The legal description of the remaining Convertible Real Estate is described on Exhibit "2", attached hereto and made a part hereof.

6. The Courtyards of Carlisle, a Condominium Community, upon the recording of this Declaration, will contain one hundred twenty-eight (128) Units. The legal description of the

real estate which has been converted is described on Exhibit "3", attached hereto and made a part hereof.

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

COC ASSOCIATES

Attest:

By: COC, Inc., General Partner



Eddie P. Drogaris, Secretary

By: 

Eddie P. Drogaris, President

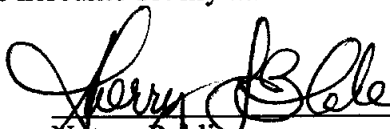
COMMONWEALTH OF PENNSYLVANIA)

) ss:

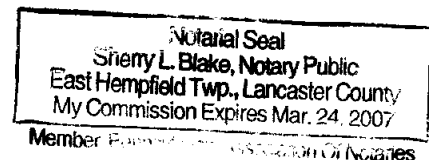
COUNTY OF LANCASTER)

ON THE 8th day of November, A.D., 2005, before me, a Notary Public for the Commonwealth of Pennsylvania, personally appeared Eddie P. Drogaris, who acknowledged himself to be the President and Secretary of COC, Inc., sole general partner of COC Associates, a Pennsylvania limited partnership, and who acknowledged that he executed the foregoing Tenth Amendment to Declaration of Condominium for the purposes therein contained.

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



Notary Public
My Commission Expires:



FOR GOOD AND VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, The Courtyards of Carlisle Unit Owners Association, Inc., a Pennsylvania non-profit corporation, does hereby accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Tenth Amendment to Declaration of Condominium and the exhibits attached hereto.

IN WITNESS WHEREOF, The Courtyards of Carlisle Unit Owners Association, Inc., a Pennsylvania non-profit corporation, has caused these presents to be signed in its name by its President, and its corporate seal affixed and attested to by its Secretary, this 29 day of November, 2005.

ATTEST:

THE COURTYARDS OF CARLISLE UNIT OWNERS ASSOCIATION, INC.

Kathy J. Mummert
Kathy Mummert, Secretary

By: Gwen Hoover
Gwen Hoover, Vice President

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Cumberland) ss:

Before me, the undersigned authority, personally appeared Gwen Hoover and Kathy Mummert, to me well known to be the persons described in and who have executed the foregoing instrument as Vice President and Secretary of The Courtyards of Carlisle Unit Owners Association, Inc., a Pennsylvania non-profit corporation, and that they severally acknowledge before me that they executed such instrument as such officers of said corporation, and that the seal affixed thereto is the corporate seal of said corporation, and that it was affixed to this instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

Witness my hand and official seal at the County and State aforesaid, this 29 day of November, 2005.

Susan K. Guyer
Notary Public
My Commission Expires: Sept. 4, 2007
COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Susan K. Guyer, Notary Public
Carlisle Boro, Cumberland County
My Commission Expires Sept. 4, 2007
Member, Pennsylvania Association Of Notaries

Exhibit "1"

Unit Owners' Undivided Shares in the Common Elements

<u>Unit</u>	<u>Undivided Share as a Percentage Prior to this Amendment</u>	<u>Undivided Share as a Percentage After this Amendment</u>
11	.00877	.00781
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95	.00877	.00781
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112	.00877	.00781
113	.00877	.00781
114	.00877	.00781
115	.00877	.00781
116	.00877	.00781
131	.00877	.00781
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135	.00877	.00781
136	.00877	.00781

<u>Unit</u>	<u>Undivided Share as a Percentage Prior to this Amendment</u>	<u>Undivided Share as a Percentage After this Amendment</u>
181	.00877	.00781
182	.00877	.00781
183	.00877	.00781
184	.00877	.00781
185	.00877	.00781
186	.00877	.00781
191	.00877	.00781
192	.00877	.00781
193	.00877	.00781
194	.00877	.00781
195	.00877	.00781
196	.00877	.00781
201	.00877	.00781
202	.00877	.00781
203	.00877	.00781
204	.00877	.00781
205	.00877	.00781
206	.00877	.00781
211	.00877	.00781
212	.00877	.00781
213	.00877	.00781
214	.00877	.00781
215	.00877	.00781
216	.00877	.00781
221	.00877	.00781
222	.00877	.00781
224	.00877	.00781
225	.00877	.00781
121	.00877	.00781
122	.00877	.00781
123	.00877	.00781
124	.00877	.00781

<u>Unit</u>	<u>Undivided Share as a Percentage Prior to this Amendment</u>	<u>Undivided Share as a Percentage After this Amendment</u>
161	.00877	.00781
162	.00877	.00781
163	.00877	.00781
164	.00877	.00781
165	.00877	.00781
166	.00877	.00781
171	.00877	.00781
172	.00877	.00781
173	.00877	.00781
174	.00877	.00781
175	.00877	.00781
176	.00877	.00781
141	.00877	.00781
142	.00877	.00781
143	.00877	.00781
144	.00877	.00781
145	.00877	.00781
146	.00877	.00781
151	.00877	.00781
152	.00877	.00781
153	.00877	.00781
154	.00877	.00781
155	.00877	.00781
156	.00877	.00781
71	---	.00781
72	---	.00781
73	---	.00781
74	---	.00781
75	---	.00781
76	---	.00781
77	---	.00781
78	---	.00781

<u>Unit</u>	<u>Undivided Share as a Percentage Prior to this Amendment</u>	<u>Undivided Share as a Percentage After this Amendment</u>
101	---	.00781
102	---	.00781
103	---	.00781
104	---	.00781
105	---	.00781
106	---	.00781

Exhibit "2"

Legal Description of Remaining Convertible Real Estate

LEGAL DESCRIPTION for "Need Not Be Built" and/or "Convertible / Withdrawable Real Estate from the Courtyards of Carlisle, a Condominium Community, as originally recorded by COC Associates, a Pennsylvania Limited Partnership by COC, Inc., its sole general partner in Plan Book 76, Page 94 and located in the Borough of Carlisle, Cumberland County, Pennsylvania.

The Legal Description for the "Need Not Be Built" and/or "Convertible / Withdrawable Real Estate", includes a remaining portion of Lot 4 (Phase IV) as follows:

BEGINNING at a copper weld pin in the approximate center of the roadbed of the northern end of Franklin Street; and also being an eastern corner of lands now or formerly of the Borough of Carlisle; thence, along said lands and lands now or formerly of the Pennsylvania Power and Light Company and the prolongation of the approximate centerline of Franklin Street, North 06 degrees, 26 minutes and 03 seconds East, a distance of 395.82 feet to a point on the southern right-of-way of the Pennsylvania Turnpike; thence, along said southern right-of-way of the Pennsylvania Turnpike, North 71 degrees, 37 minutes and 0 seconds East, a distance of 862.39 feet to a point and the TRUE POINT OF BEGINNING; thence continuing along the southern right-of-way of the Pennsylvania Turnpike North 71 degrees, 37 minutes and 0 seconds East, a distance of 239.98 feet to a corner iron pin; thence, leaving said right-of-way and along lands now or formerly of the Housing Authority of Cumberland County, South 06 degrees, 22 minutes and 0 seconds West, a distance of 241.97 feet to a corner iron pin; thence, through the lands now or formerly owned by COC Associates, South 29 degrees, 43 minutes and 11 seconds West, a distance of 85.29 feet to a point; thence, continuing through the lands now or formerly owned by COC Associates, South 05 degrees, 00 minutes and 02 seconds East, a distance of 25.06 feet to a point; thence, continuing through the lands now or formerly owned by COC Associates, South 85 degrees, 04 minutes and 27 seconds West, a distance of 112.55 feet to a point on the eastern right-of-way of Court Lane; thence, along the eastern right-of-way of Court Lane, North 04 degrees, 55 minutes and 33 seconds West, a distance of 164.17 feet to a point; thence, around the Court Lane cu-de-sac right-of-way, following a curve to the right having a delta of 54 degrees 18 minutes 53 seconds, a radius of 10.00 feet, a tangent of 5.13 feet, and an arc length of 9.48' feet to a point; thence, following a curve to the left having a delta of 144 degrees 18 minutes 53 seconds, a radius of 50.00 feet, a tangent of 155.33 feet, and an arc length of 125.94 feet to a point; thence, through the lands now or formerly owned by COC Associates, North 04 degrees 55 minutes 34 seconds West, a distance of 13.76 feet to THE POINT OF BEGINNING; containing 1.15 acres.

Exhibit "3"

Legal Description of Real Estate Which Has Been Converted

105643.1

I Certify this to be recorded
In Cumberland County PA



David P. Ziegler

Recorder of Deeds

LEGAL DESCRIPTION for Lot 1, (Phase 1), including public improvements, containing buildings 1, 2, 3, 4, 23 and 24 and related lot 2A, (Phase 2A) public improvements, and lots 2B and 2C, (Phase 2) containing buildings 8, 9, 11, 20, 21 and 22 and lot 3A, (Phase 3A) public improvements, containing buildings 16, 17, 18, and 19 and a portion of lot 3B, (Phase 3B) and its public improvements containing buildings 11, 12, 13, 14 & 15 of the Courtyards of Carlisle, a Condominium Community. The original plan for Lot 1 (Phase I) was recorded by COC Associates, a Pennsylvania Limited Partnership by COC, Inc., its sole general partner in Plan Book 76, Page 94 located in the Borough of Carlisle, Cumberland County, Pennsylvania. The original plan for Lot 2A, 2B and 2C (Phase 2) was recorded by COC Associates, a Pennsylvania Limited Partnership by COC, Inc., its sole general partner in Plan Book 83, Page 89 located in the Borough of Carlisle, Cumberland County, Pennsylvania. The original plan for Lot 3A & 3B (Phase 3) was recorded by COC Associates, a Pennsylvania Limited Partnership by COC, Inc., its sole general partner in Plan Book 87, Page 96 located in the Borough of Carlisle, Cumberland County, Pennsylvania. The original plan for Lot 4A (Phase 4) was recorded by COC Associates, a Pennsylvania Limited Partnership by COC, Inc., its sole general partner in Plan Book 90, Page 44 located in the Borough of Carlisle, Cumberland County, Pennsylvania.

Beginning at an iron pin at the northeast corner of the tract; and also being the southeastern corner of lands now or formerly of the Housing Authority of Cumberland County; and also being a point on the western right-of-way line of North West Street; thence, along said right-of-way, South 06 degrees, and 22 minutes and 0 seconds West, a distance of 345.48 feet to a corner iron pin at lands now or formerly of Jimmie C. George and thence along said lands now or formerly of Jimmie C. George, lands now or formerly of William Thomas Detrick and lands now or formerly of Albert Thrush, Jr. South 85 degrees, 04 minutes and 27 seconds West, a distance of 1,378.25 feet to a point on the eastern right-of-way of Franklin Street; thence, South 85 degrees, 04 minutes and 27 seconds West, a distance of 30.60 feet to a point on the centerline of Franklin Street; thence, continuing to cross Franklin Street South 85 degrees, 42 minutes and 38 seconds West, a distance of 30.55 feet to a point on the lands now or formerly of the Borough of Carlisle and the western right-of-way of Franklin Street; thence, along the lands now or formerly of the Borough of Carlisle and lands now or formerly of the Pennsylvania Power and Light Company North 06 degrees, 26 minutes and 03 degrees East, a distance of 229.15 feet to a point on the northern right-of-way of Courtyard Drive; thence, along the northern right-of-way of Courtyard Drive North 85 degrees, 04 minutes and 27 seconds East, a distance of 30.62 feet to a point; thence, along lands now or formerly of the Pennsylvania Power and Light Company North 06 degrees, 26 minutes and 03 degree East, a distance of 166.32 feet to a point on the southern right-of-way of the Pennsylvania Turnpike; thence, along said southern right-of-way of the Pennsylvania Turnpike, North 71 degrees, 37 minutes and 0 seconds East, a distance of 862.38 feet to a point; thence, through the lands now or formerly owned by COC Associates, South 04 degrees, 55 minutes and 34 seconds East, a distance of 13.76 feet to a point on the right-of-way of Court Lane; thence continuing on the Court Lane right-of-way thence, following a curve to the right having a delta of 144 degrees 18 minutes 53 seconds, a radius of 50.00 feet, a tangent of 155.33 feet, and an arc length of 125.94 feet to a point; following a curve to the left having a delta of 54 degrees 18 minutes 53 seconds, a radius of 10.00 feet, a tangent of 5.13 feet, and an arc length of 9.48' feet to a point; thence, continuing along the eastern right-of-way of Court Lane, South 04 degrees, 55 minutes and 33 seconds East, a distance of 164.17 feet to a point; thence, continuing through the lands now or formerly owned by COC Associates, North 85 degrees, 04

minutes, and 27 seconds East, a distance of 112.55 feet to a point; thence, North 05 degrees, 00 minutes, and 02 seconds West, a distance of 25.06 feet to a point; thence, North 29 degrees, 43 minutes and 11 seconds East, a distance of 85.29 feet to a point on the property line of the lands now or formerly of the Housing Authority of Cumberland County; thence, South 83 degrees, 38 minutes and 0 seconds East, a distance of 350.00 feet TO THE POINT OF BEGINNING; containing 14.17 acres.

2006 JUN 23 AM 9 08

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ROBERT P. ZIEGLER
RECORDER OF DEEDS
CUMBERLAND COUNTY, PENNSYLVANIA

**ELEVENTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF
THE COURTYARDS OF CARLISLE, A CONDOMINIUM COMMUNITY**

THIS ELEVENTH AMENDMENT TO DECLARATION OF THE COURTYARDS OF CARLISLE, A CONDOMINIUM COMMUNITY, is made this 1st day of March, 2006, by COC ASSOCIATES, a Pennsylvania limited partnership, maintaining a principal place of business at 33 North Market Street, Lancaster, Pennsylvania 17608 (hereinafter referred to as "Declarant"). This document is, pursuant to the Uniform Condominium Act, to be indexed in the name of the Declarant and The Courtyards of Carlisle Unit Owners Association, Inc., a Pennsylvania non-profit corporation.

The background of this Amendment is as follows:

Declarant is the Declarant to The Courtyards of Carlisle, a Condominium Community, who filed a Declaration of Condominium ("Declaration") with the Recorder of Deeds of Cumberland County, Pennsylvania, on April 22, 1999, in Book 610, Page 678, which created a condominium situate in Carlisle Borough, Cumberland County, Pennsylvania, known as The Courtyards of Carlisle, A Condominium Community. Contemporaneously therewith, the Declarant filed, in the aforesaid Office of the Recorder of Deeds, plats and plans as required by the Pennsylvania Uniform Condominium Act, which plats and plans are recorded in Plan Book 78, Page 117. The Declaration and plats and plans created twelve (12) Units. The Declaration and plats and plans have been amended by the Declarant by the filing of nine (9) previous Amendments to the Declaration and amended plats and plans. The First Amendment to the Declaration is filed in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania, in Book 628, Page 760. The amended plats and plans are recorded in the aforesaid office at Plan Book 12, Page 83. The First

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Amendment created twelve (12) additional Units in The Courtyards of Carlisle, A Condominium Community. The Second Amendment to the Declaration is filed in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania, in Book 644, Page 624. The amended plats and plans are recorded in the aforesaid office at Plan Book 81, Page 9. The Second Amendment created six (6) additional Units in The Courtyards of Carlisle, A Condominium Community. The Third Amendment to the Declaration is filed in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania, in Book 672, Page 614. The amended plats and plans are recorded in the aforesaid office at Plan Book 83, Page 24. The Third Amendment created four (4) additional Units in The Courtyards of Carlisle, A Condominium Community. The Fourth Amendment to the Declaration is filed in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania, in Book 683, Page 2441. The amended plats and plans are recorded in the aforesaid office at Plan Book 84, Page 85 (Building 21 only). The Fourth Amendment created ten (10) additional Units in The Courtyards of Carlisle, A Condominium Community. The Fourth Amendment to the Declaration is re-filed in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania, in Book 685, Page 3603. The amended plats and plans are re-recorded in the aforesaid office at Plan Book 85, Page 9 (Building 22 only). The Fifth Amendment to the Declaration is filed in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania, in Book 689, Page 1837. The amended plats and plans are recorded in the aforesaid office at Plan Book 85, Page 111. The Fifth Amendment created twelve (12) additional Units in The Courtyards of Carlisle, A Condominium Community. The Sixth Amendment to the Declaration is filed in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania, in Book 700, Page 17. The amended plats and plans are recorded in the aforesaid office at Plan Book 87, Page 84. The Sixth Amendment created twelve

(12) additional Units in The Courtyards of Carlisle, A Condominium Community. The Seventh Amendment to the Declaration is filed in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania, in Book 706, Page 1658. The amended plats and plans are recorded in the aforesaid office at Plan Book 88, Page 90. The Seventh Amendment created eighteen (18) additional Units in The Courtyards of Carlisle, A Condominium Community. The Eighth Amendment to the Declaration is filed in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania, in Book 710, Page 4252. The amended plats and plans are recorded in the aforesaid office at Plan Book 89, Page 84. The Eighth Amendment created sixteen (16) additional Units in The Courtyards of Carlisle, A Condominium Community. The Ninth Amendment to the Declaration is filed in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania, in Book 714, Page 858. The amended plats and plans are recorded in the aforesaid office at Plan Book 90, Page 22. The Ninth Amendment created twelve (12) additional Units in The Courtyards of Carlisle, A Condominium Community. The Tenth Amendment to the Declaration is filed in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania, in Book 723, Page 2019. The amended plats and plans are recorded in the aforesaid office at Plan Book 91, Page 113. The Tenth Amendment created fourteen (14) additional Units in The Courtyards of Carlisle, A Condominium Community. This Eleventh Amendment to the Declaration is filed in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania, together with amended plats and plans, the intention of which is to create twelve (12) additional Units in The Courtyards of Carlisle, A Condominium Community.

Pursuant to Chapter 32 of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S.A. 3201 - 3221, and Article XIX of the Declaration, the Declarant is permitted to unilaterally convert all or any portion of the Convertible Real Estate (as defined in the Declaration) into

condominium Units and Limited Common Elements at any time and from time to time until the seventh (7th) anniversary of the recordation of the Declaration. The Declarant has complied with the provisions of Article XIX of the Declaration and Chapter 32 of the Pennsylvania Uniform Condominium Act and wishes to amend the Declaration to convert a portion of the Convertible Real Estate into Condominium Units and Limited Common Elements as hereinafter provided.

NOW, THEREFORE, pursuant to and in compliance with Article XIX of the Declaration and the Pennsylvania Uniform Condominium Act, the Declarant hereby amends the Declaration as follows:

1. From the Convertible Real Estate, described in Exhibit "F" to the Declaration, are created Condominium Units 51, 52, 53, 54, 55, 56, 61, 62, 63, 64, 65 and 66 (the "New Units"), Common Elements and Limited Common Elements appurtenant thereto depicted on the plats and plans intended for immediate recording herewith. The New Units (Nos. 51, 52, 53, 54, 55, 56, 61, 62, 63, 64, 65 and 66) created herein shall have street addresses on Court Lane , Carlisle Borough, Cumberland County, Pennsylvania, and shall have the following postal addresses:

Unit No.	Address
51	7 Court Lane
52	9 Court Lane
53	11 Court Lane
54	13 Court Lane
55	15 Court Lane
56	17 Court Lane
61	19 Court Lane
62	21 Court Lane
63	23 Court Lane
64	25 Court Lane
65	27 Court Lane
66	29 Court Lane

The New Units will consist of three (3) Avondale Units, four (4) Braeburn Units, four (4) Crofton Units and one (1) Amherst Units. The Avondale, Crofton and Amherst Units will be End Units and the Braeburn Units will be Interior Units. The End Units will pay the Base Assessment plus 9.65 percent and the Interior Units will pay the Base Assessment less 20.123 percent as described in Article VI-A-2 of the Declaration.

2. Pursuant to Chapter 32 of the Pennsylvania Uniform Condominium Act, common element interests in the condominium are hereby reallocated to each Unit in accordance with Exhibit "1".

3. Simultaneously herewith, the Declarant is causing to be recorded in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania, amended plats and plans reflecting the creation of the New Units and Limited Common Elements, which are being recorded in conformity with the provisions of the Pennsylvania Uniform Condominium Act and the Declaration.

4. Except as modified by this Amendment, all of the terms and provisions of the Declaration of Condominium and plats and plans are hereby expressly ratified and confirmed and shall remain in full force and effect and shall apply to the New Units and Limited Common Elements created hereby.

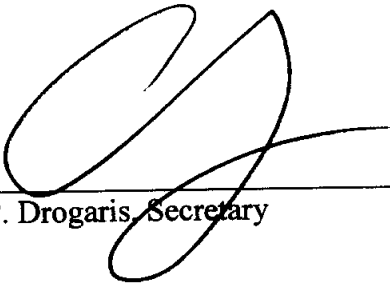
5. Pursuant to Article XIX, Section G, of the Declaration, the Declarant, by this Amendment, has converted all of the Convertible Real Estate.

6. The Courtyards of Carlisle, a Condominium Community, upon the recording of this Eleventh Amendment to Declaration, will contain one hundred one hundred forty (140) Units. The Declarant waives the right to create any further Units pursuant to Article XIX of the

Declaration. The legal description of the real estate which has been converted is described on Exhibit "2", attached hereto and made a part hereof.

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

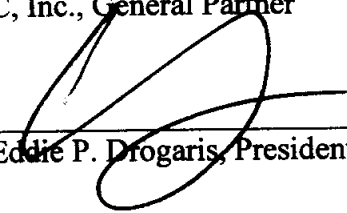
Attest:



Eddie P. Drogaris, Secretary

COC ASSOCIATES

By: COC, Inc., General Partner

By: 

Eddie P. Drogaris, President

COMMONWEALTH OF PENNSYLVANIA)

) ss:

COUNTY OF LANCASTER)

ON THE 1st day of March, A.D., 2006, before me, a Notary Public for the Commonwealth of Pennsylvania, personally appeared Eddie P. Drogaris, who acknowledged himself to be the President and Secretary of COC, Inc., sole general partner of COC Associates, a Pennsylvania limited partnership, and who acknowledged that he executed the foregoing Eleventh Amendment to Declaration of Condominium for the purposes therein contained.

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



Notary Public
My Commission Expires:

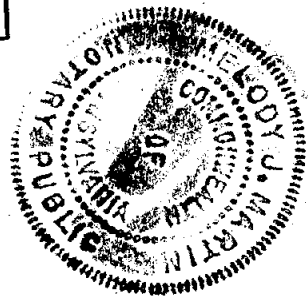
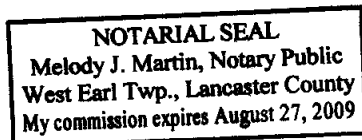


Exhibit "1"

Unit Owners' Undivided Shares in the Common Elements

<u>Unit</u>	<u>Undivided Share as a Percentage Prior to this Amendment</u>	<u>Undivided Share as a Percentage After this Amendment</u>
11	.00781	.00714
12	.00781	.00714
13	.00781	.00714
14	.00781	.00714
15	.00781	.00714
16	.00781	.00714
241	.00781	.00714
242	.00781	.00714
243	.00781	.00714
244	.00781	.00714
245	.00781	.00714
246	.00781	.00714
21	.00781	.00714
22	.00781	.00714
23	.00781	.00714
24	.00781	.00714
25	.00781	.00714
26	.00781	.00714
231	.00781	.00714
232	.00781	.00714
233	.00781	.00714
234	.00781	.00714
235	.00781	.00714
236	.00781	.00714
31	.00781	.00714
32	.00781	.00714
33	.00781	.00714
34	.00781	.00714
35	.00781	.00714
36	.00781	.00714

<u>Unit</u>	<u>Undivided Share as a Percentage Prior to this Amendment</u>	<u>Undivided Share as a Percentage After this Amendment</u>
41	.00781	.00714
42	.00781	.00714
44	.00781	.00714
45	.00781	.00714
81	.00781	.00714
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83	.00781	.00714
84	.00781	.00714
85	.00781	.00714
86	.00781	.00714
91	.00781	.00714
92	.00781	.00714
93	.00781	.00714
94	.00781	.00714
95	.00781	.00714
96	.00781	.00714
111	.00781	.00714
112	.00781	.00714
113	.00781	.00714
114	.00781	.00714
115	.00781	.00714
116	.00781	.00714
131	.00781	.00714
132	.00781	.00714
133	.00781	.00714
134	.00781	.00714
135	.00781	.00714
136	.00781	.00714

<u>Unit</u>	<u>Undivided Share as a Percentage Prior to this Amendment</u>	<u>Undivided Share as a Percentage After this Amendment</u>
181	.00781	.00714
182	.00781	.00714
183	.00781	.00714
184	.00781	.00714
185	.00781	.00714
186	.00781	.00714
191	.00781	.00714
192	.00781	.00714
193	.00781	.00714
194	.00781	.00714
195	.00781	.00714
196	.00781	.00714
201	.00781	.00714
202	.00781	.00714
203	.00781	.00714
204	.00781	.00714
205	.00781	.00714
206	.00781	.00714
211	.00781	.00714
212	.00781	.00714
213	.00781	.00714
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216	.00781	.00714
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225	.00781	.00714
121	.00781	.00714
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123	.00781	.00714
124	.00781	.00714

<u>Unit</u>	<u>Undivided Share as a Percentage Prior to this Amendment</u>	<u>Undivided Share as a Percentage After this Amendment</u>
161	.00781	.00714
162	.00781	.00714
163	.00781	.00714
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165	.00781	.00714
166	.00781	.00714
171	.00781	.00714
172	.00781	.00714
173	.00781	.00714
174	.00781	.00714
175	.00781	.00714
176	.00781	.00714
141	.00781	.00714
142	.00781	.00714
143	.00781	.00714
144	.00781	.00714
145	.00781	.00714
146	.00781	.00714
151	.00781	.00714
152	.00781	.00714
153	.00781	.00714
154	.00781	.00714
155	.00781	.00714
156	.00781	.00714
71	.00781	.00714
72	.00781	.00714
73	.00781	.00714
74	.00781	.00714
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77	.00781	.00714
78	.00781	.00714

<u>Unit</u>	<u>Undivided Share as a Percentage Prior to this Amendment</u>	<u>Undivided Share as a Percentage After this Amendment</u>
101	.00781	.00714
102	.00781	.00714
103	.00781	.00714
104	.00781	.00714
105	.00781	.00714
106	.00781	.00714
51	---	.00714
52	---	.00714
53	---	.00714
54	---	.00714
55	---	.00714
56	---	.00714
61	---	.00714
62	---	.00714
63	---	.00714
64	---	.00714
65	---	.00714
66	---	.00714

Exhibit "2"

Legal Description of Real Estate Which Has Been Converted

112975.1

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LEGAL DESCRIPTION for Lot 1, (Phase 1), including public improvements, containing buildings 1, 2, 3, 4, 23 and 24 and related lot 2A, (Phase 2A) public improvements, and lots 2B and 2C, (Phase 2) containing buildings 8, 9, 11, 20, 21 and 22 and lot 3A, (Phase 3A) public improvements, containing buildings 16, 17, 18, and 19 and lot 3B, (Phase 3) public improvements containing buildings 11, 12, 13, 14 & 15 and lot 4A, (Phase 4) public improvements, containing buildings 5, 6, 7, & 10 of the Courtyards of Carlisle, a Condominium Community. The original plan for Lot 1 (Phase I) was recorded by COC Associates, a Pennsylvania Limited Partnership by COC, Inc., its sole general partner in Plan Book 76, Page 94 located in the Borough of Carlisle, Cumberland County, Pennsylvania. The original plan for Lot 2A, 2B and 2C (Phase 2) was recorded by COC Associates, a Pennsylvania Limited Partnership by COC, Inc., its sole general partner in Plan Book 83, Page 89 located in the Borough of Carlisle, Cumberland County, Pennsylvania. The original plan for Lot 3A & 3B (Phase 3) was recorded by COC Associates, a Pennsylvania Limited Partnership by COC, Inc., its sole general partner in Plan Book 87, Page 96 located in the Borough of Carlisle, Cumberland County, Pennsylvania. The original plan for Lot 4A (Phase 4) was recorded by COC Associates, a Pennsylvania Limited Partnership by COC, Inc., its sole general partner in Plan Book 90, Page 44 located in the Borough of Carlisle, Cumberland County, Pennsylvania.

Beginning at an iron pin at the northeast corner of the tract; and also being the southeastern corner of lands now or formerly of the Housing Authority of Cumberland County; and also being a point on the western right-of-way line of North West Street; thence, along said right-of-way, South 06 degrees, and 22 minutes and 0 seconds West, a distance of 345.48 feet to a corner iron pin at lands now or formerly of Jimmie C. George and thence along said lands now or formerly of Jimmie C. George, lands now or formerly of William Thomas Detrick and lands now or formerly of Albert Thrush, Jr. South 85 degrees, 04 minutes and 27 seconds West, a distance of 1,378.25 feet to a point on the eastern right-of-way of Franklin Street; thence, South 85 degrees, 04 minutes and 27 seconds West, a distance of 30.60 feet to a point on the centerline of Franklin Street; thence, continuing to cross Franklin Street South 85 degrees, 42 minutes and 38 seconds West, a distance of 30.55 feet to a point on the lands now or formerly of the Borough of Carlisle and the western right-of-way of Franklin Street; thence, along the lands now or formerly of the Borough of Carlisle and lands now or formerly of the Pennsylvania Power and Light Company North 06 degrees, 26 minutes and 03 degrees East, a distance of 229.15 feet to a point on the northern right-of-way of Courtyard Drive; thence, along the northern right-of-way of Courtyard Drive North 85 degrees, 04 minutes and 27 seconds East, a distance of 30.62 feet to a point; thence, along lands now or formerly of the Pennsylvania Power and Light Company North 06 degrees, 26 minutes and 03 degree East, a distance of 166.32 feet to a point on the southern right-of-way of the Pennsylvania Turnpike; thence, along said southern right-of-way of the Pennsylvania Turnpike, North 71 degrees, 37 minutes and 0 seconds East, a distance of 1102.36 feet to a point on the property line of the lands now or formerly of the Housing Authority of Cumberland County; thence, along said property of Housing Authority of Cumberland County South 06 degrees, 22 minutes and 0 seconds West, a distance of 241.97 feet to a point; thence, South 83 degrees, 38 minutes and 0 seconds East, a distance of 350.00 feet TO THE POINT OF BEGINNING; containing 15.31 acres.

**I Certify this to be recorded
In Cumberland County PA**



Robert J. Ziegler

0728PG0966

Recorder of Deeds

TWELFTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM

This Twelfth Amendment to the Declaration of Condominium ("Twelfth Amendment") is made this 17TH day of May, 2010, by the Unit Owners of 112 Units in the Courtyards of Carlisle Unit Owners Association, being at least eighty (80%) percent of the voting interests of the Unit Owners within Courtyards of Carlisle Unit Owners Association.

RECITALS:

R-1. Pursuant to the Declaration of Condominium ("Declaration") recorded on the 22nd day of April, 1999 in the Cumberland County Recorder of Deeds Office in Miscellaneous Book 610, Page 678, the Declarant to The Courtyards of Carlisle, A Condominium Community (the "Declarant") created a condominium known as the The Courtyards of Carlisle, A Condominium Community (the "Condominium"). Contemporaneously therewith, the Declarant filed, in the aforesaid Office of the Recorder of Deeds, plat and plans as required by the Pennsylvania Uniform Condominium Act, which plats and plans are recorded in Plan Book 78, Page 117. The Declaration and plats and plans created twelve (12) units. The Declaration and plats and plans have been amended by the Declarant by the filing of ten (10) Amendments to the Declaration and amended plats and plans, to include an additional one hundred sixteen (116) units, as follows:

<u>Amendment</u>	<u>Deed Book & Page</u>	<u>Plan Book & Page</u>	<u># Units</u>
First Amendment	628,760	12,83	12
Second Amendment	644,624	81,9	6
Third Amendment	672,614	83,24	4
Fourth Amendment	683,2441	84,85	10
Fourth Amendment (re-filed)	685,3603	85,9	10
Fifth Amendment	689,1837	85,11	12
Sixth Amendment	700,17	87,84	12
Seventh Amendment	706,1658	88,90	18
Eighth Amendment	710,4252	89,84	16
Ninth Amendment	714,858	90,22	12
Tenth Amendment	723,2019	91,113	14

R-2. The Condominium is located in the Borough of Carlisle, Cumberland County, Pennsylvania.

R-3. The Declarant as identified in the Declaration no longer has special voting rights as Declarant. The special voting rights of the Declarant were terminated and were converted to regular voting rights the same as all other Unit Owners in September, 2004.

R-4. The Unit Owners desire to amend the Declaration as provided in Article XII, Restrictions on Leasing.

R-5. As of the date of this Twelfth Amendment, there are one hundred forty (140) Units owned by Unit Owners.

R-6. The Association, by its execution of this Twelfth Amendment, joins in this Twelfth Amendment to the extent it is required to do so by law and by Section XVII of the Declaration and Article Seven of the By-Laws and to evidence its consent to the terms of this Twelfth Amendment and its agreement to be bound by this Twelfth Amendment.

NOW, THEREFORE, in accordance with the Condominium Documents and the provisions of 68 Pa.C.S.A. Section 3219, the Unit Owners, INTENDING TO BE LEGALLY BOUND HEREBY, amend the Declaration as follows:

1. Recitals: The above recitals are incorporated herein by reference as if fully set forth at length.
2. New subsections (E) and (F) are added to Article XII as follows:

E. The following additional provisions shall apply to all rentals or leases of a Unit:

- (1) Due to the residential nature of the Condominium and issues associated with enforcement of rules against non-Owners, and a desire to maintain the ability of Unit Owners to obtain mortgages on their Units, there shall be a limitation on leasing of Units within the Condominium and the Premises.
- (2) After the date of recording of this Twelfth Amendment, not more than twenty-eight (28) of the Units shall be rented or leased at any one time. As of the date of this Twelfth Amendment, there are currently fifteen (13) Units rented or being offered for rent.
- (3) A Unit shall not be leased or rented without the prior written approval of the Executive Board of the Association.
- (4) The Unit Owner shall provide a copy of the Public Offering Statement, By-Laws and Rules and Regulations, including all amendments, to any tenant or lessee, and shall ensure that the proposed occupants of the Unit are acquainted with the use restrictions within the Condominium and the Premises. Further, the Unit Owner shall be responsible for including language in the Lease for the Premises verifying that the tenant or lessee has received a copy of the Public Offering Statement, By-Laws and Rules and Regulations and understands the restrictions.

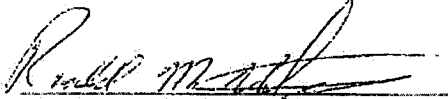
(5) The Association, through the Executive Board, shall have the authority to promulgate rules regarding implementation of these restrictions, including waiting lists, determination of rental or lease renewals, or other matters to fairly distribute rentals after the imposition of this provision.

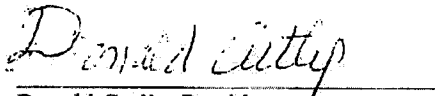
F. Except as specifically modified and amended, all provisions of the Declaration are hereby ratified and confirmed.

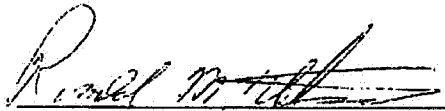
IN WITNESS WHEREOF, this Twelfth Amendment is first executed and ratified as of the date first above written.

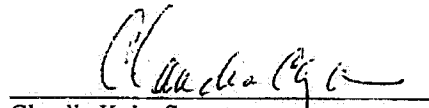
ATTEST:

COURTYARDS OF CARLISLE UNIT
OWNERS ASSOCIATION




Donald Cutlip, President




Claudia Kyle, Secretary

COMMONWEALTH OF PENNSYLVANIA

:

SS:

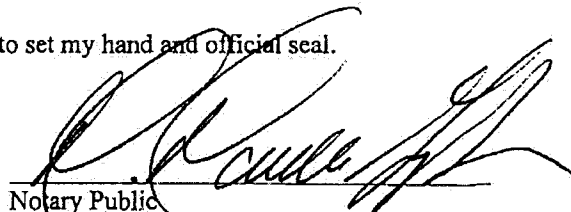
COUNTY OF CUMBERLAND

:

On this, the 17th day of May, 2010, before me, a Notary Public, the undersigned officers, personally appeared, Donald Cutlip, President and Claudia Kyle, Secretary, acknowledged themselves to be an Officers of the Board of Directors of the Courtyards of Carlisle Unit Owners Association, a non-profit corporation, and that they, as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said corporation as Officers of said corporation.

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




Notary Public
My Commission Expires:
(SEAL)

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
M. Michelle Guyton, Notary Public
Carlisle Boro, Cumberland County
My Commission Expires July 1, 2012
Member, Pennsylvania Association of Notaries