

Stanford Court II Condominium Association Rules and Regulations

The following rules and regulations pertain to the occupancy and use of the unit, limited common elements, reserved common elements and the common elements.

- A. No unit shall be used for any purpose other than a private dwelling.
- B. No professional business or service shall be permitted to operate on the properties, this excludes home-office remote jobs.
- C. No owner or occupant shall do anything which will increase the rate of insurance on the properties.
- D. Owners will be held responsible for any damage caused to the buildings, common areas, landscaping, etc. by their residents (of any age), pets and/or guests
- E. No owner or occupant or their visitors shall at any time violate Hampden Township's noise ordinance. Please be courteous to the other residents.
- F. Each owner shall maintain their unit in good condition, order, and repair at the owner's expense, including limited common elements. Reference Section 1.3.2 Definitions Line i.
 - a. May include but not limited to any shutters, doorsteps, stoops, porches, patios, decks, patio fences, and all exterior doors and windows, window screens and grilles, exterior lighting fixtures, heat pump evaporator/condenser, designed to serve a single Unit, but located outside the unit's boundaries
- G. No owner or occupant shall display or hang signs or articles outside the unit including but not limited to commercial, political, or discriminative/offensive subjects. One American flag and/or one small decorative garden flag are appropriate material. If a complaint is received about an item being offensive, the Board reserves the right to require removal of said item(s). Both Patios appurtenant to the unit shall be neat and clean. These items, outdoor furniture, grills, trash receptacles, bicycles, planted flowers and shrubs shall be placed and stored on the back patio.
- H. No owner shall leave personal belongings in the common areas, i.e. bikes, chairs, children's play items, etc.
- I. No owner or occupant may alter or modify in any way the exterior of the building without the prior written consent of the Executive Board. An Exterior Alteration form must be filled out and approved for door, storm door, window, exterior lighting, and other limited common elements replacements.
- J. For safety and liability concerns, please supervise young children during outdoor play. We encourage families to utilize the playground areas are located throughout the Westover development. No person should trespass onto other unit's private patios.
- K. Trash and garbage shall be maintained in proper receptacles. No receptacle shall be stored on the common element or in common area.
 - a. Trash shall not be set out before 6:00 pm the night before trash collection and removed promptly after trash pick-up the same day.
 - b. Trash receptacles should be placed on the street side at the end of assigned parking space.
 - c. Should your trash receptacle spill, be blown over, etc., you are responsible for the immediate clean up.
 - d. Large trash items must not obstruct other parking spots or driving road areas.

- L. Owners and occupants shall park their vehicles in the designated numbered parking space. Reserved parking spaces are not specific to the unit in proximity. The reserved spot is a first come first serve basis to residents, not visitors. Resident owned and non-commercial vehicles are permitted to park in the designated parking spots or other Stanford Court 2 parking spots. All exceptions must be approved by the Executive Board.
 - a. Boats, recreational vehicles, trailers, and the like, and non-operational vehicles (i.e. non-registered or non-inspected) may not be parked in any parking area.

There are guest parking spaces for visitors on the south side of the property across from Building 5 and 6.

- M. Only domestic pets shall be kept and maintained on any part of the property or in any unit. Permitted household pets may not be outside units except when they are on a leash and accompanied by an individual. Pet leash laws, noise disturbance and pet waste disposal are all subjected to Hampden Township's Codified Ordinances.
- N. All exterior planting shall be in the rear of the units directly off the patios. No foundation planting is allowed in the front of the building without Executive Board's approval. The Association will maintain all planting on the common elements. Container planting is allowed on the front stoop of the units.
- O. All Holiday Decorations must be confined to the unit's patios/stoops, and the area around the front door. Decorations may not hinder the day-to-day operations of the landscaping vendor or present a hazard for residents/guests. No sound emitting decorations allowed. If a complaint is received about a decorative item being offensive, the Board reserves the right to require removal of said item(s). Holiday decorations may be displayed for the month of the holiday and one week following the holiday.
- P. No use of fireworks on Stanford Court II Condominium property.
- Q. All township, county and state laws are enforced on the property.
- R. Any legitimate complaints, concerns, or questions must be brought to the Executive Boards attention in either a written document or email. Text or in-person communication are not official methods to convey important information to be followed up in reliable manner.
- S. The Executive Board may change these regulations from time to time as may be required to protect the property or add to the community's enjoyment.

This Amended Record shall become effective as of October 31st, 2021.

Notice of Violations and Penalty Assessment

The Notice of Violation shall be mailed to the last known address of the owner and shall state the nature and date of the alleged violation and a date, time, and location that the STANFORD COURT 2 CONDIMINIUM ASSOCATION BOARD shall either authorize a penalty according to below level of offense, or if the violation continues in nature, whether to authorize a continuing penalty assessment, until such violation is corrected. The notice shall state that the owner has the right to be present in person to be heard on the issues at hand. The STANFORD COURT 2 CONDIMINIUM ASSOCATION BOARD is hereby empowered to:

- a. issue and authorize penalty assessments as described below;
- b. without notice, suspend the running of any continuing penalty assessment;
- c. without notice, waive any penalty assessment if in its discretion it feels the owner is taking adequate steps toward or has corrected the violation.

Any penalty assessment so authorized and issued shall carry with it all rights and remedies due any other assessment of the Association.

Penalty Assessment Schedule for Violations. The Association reserves the right to assess charges under the **Pennsylvania Uniform Condominium Act** Section 3302(a)(11). Effective October 31st, 2021, all violations shall have a penalty assessment applicable to the infraction as follows:

- Penalty Assessment Level "A" - \$50 per offense, \$10 per day for a continuing condition
- Penalty Assessment Level "B" - \$20 per offense, \$5 per day for a continuing condition
- Penalty Assessment Level "C" - \$10 per offense, \$5 per day for a continuing condition
- Penalty Assessment Level "D" - \$75 per offense
- Penalty Assessment Level "E" - Actual cost of repairs/maintenance
- Penalty Assessment Level "F" - Following Township Ordinance Violations Costs

The cost of all enforcement actions against any homeowner, tenant or resident may include but are not limited to penalty assessments, all the Association's legal fees, administrative fees, collection fees, and any other related costs shall be added to the annual assessment to which such homeowner or resident is subject and shall also become a personal obligation of the owner.

Regulations:

1. Patios (landscaping, personal items, or pets encroaching or causing neighbor(s)'s damage)- Penalty Assessment Levels "A" and "E"
2. Paint and Stain - Penalty Assessment Levels "A" and "E"
3. Antennas and Satellite Dishes - Penalty Assessment Levels "B" and "E"
4. Recycling Bins and Trash Containers - Penalty Assessments Level "C" * *with the possibility of removal by township*
5. Changes or Alterations without HOA Board Approval - Penalty Assessment Levels "B" and "E"
6. Decorations or Signs- Penalty Assessment Level "C"

7. Limited Common Elements Repair/Maintenance Rule and Regulations F and bylaws Section 1.3.2 definitions line "i" (May include but not limited to windows, doors, screens, exterior light fixtures, etc.) - Penalty Assessment Levels "A" and "E"
8. Trees, Shrubs and Hedges and Flowers - Penalty Assessment Levels "B" and "E"
9. Misuse of Property and/or damage of Common Element(s) - Penalty Assessments Levels "A" and "E"
10. Speeding/Parking Violations - Penalty Assessment Level "D"
 - a. **Subject to towing per board approval and at the unit owner's expense*
11. Animal Township Ordinance Violations- Noise, Defecation, and Running at Large - Penalty Assessment Level "F"
 - a. **Please see information*
https://www.hampdentownship.us/codified_ordinances/chapter_2_-_animals
the owner shall pay a fine of \$50...be sentenced to pay a fine of not more than \$600 plus costs, etc.
12. Fireworks- Penalty Assessment Level "F"
 - a. ** The fine is \$100.00 for fireworks closer than 150 feet from a structure and violating the city noise ordinance can range from \$300 to \$1,000.*

AMENDED BYLAWS

STANFORD COURT CONDOMINIUM II ASSOCIATION

HAMPDEN TOWNSHIP CUMBERLAND COUNTY, PENNSYLVANIA

THESE AMENDED BYLAWS made this 24th day of August, 1990, by the undersigned persons constituting all of the members of the Executive Board of Stanford Court Condominium II.

ARTICLE I

PLAN OF OWNERSHIP

1. Condominium Submission. The project known as Stanford Court II Condominium (hereinafter called the "Condominium"), located in the Village of Westover, Hampden Township, Cumberland County, Pennsylvania, has been submitted to the Uniform Condominium Act (hereinafter called "Act") 68 Pa. C.S. §3101 et. seq., by the Declaration to which this Code of Regulations is appended as a part, and shall be governed by said Declaration and these Bylaws.

2. Bylaws Applicability. The provisions of these Bylaws (hereinafter called "Bylaws") are applicable to all of the Condominium property including the land, the buildings and all improvements and structures heretofore or hereafter constructed thereon, as well as all easements, rights and appurtenances thereunto belonging, and the use, occupancy, sale, lease or other transfer thereof. All owners of any freehold or leasehold interest, all occupants or users of the premises, and the agents and servants of any of them are subject to and bound by the provisions of the Declaration, the Bylaws and the applicable laws of the Commonwealth of Pennsylvania.

3. Personal Application. All present and future Unit Owners, tenants, future tenants, their guests, licensees, servants, agents, employees and any other person or persons that shall be permitted to use the facilities of the Condominium, shall be subject to these Bylaws and to the rules and regulations issued by the Executive Board (as herein defined) to govern the conduct of its members. Purchase, acquisition, rental or occupancy of any of the units in the Condominium shall constitute an acknowledgment that the said Unit Owner, tenant or occupant has accepted and ratified these Bylaws, the provisions of the Declaration and the rules and regulations of the Executive Board and will comply with each and every one of them.

ARTICLE II

ASSOCIATION OF UNIT OWNERS

1. Constitution. There is hereby constituted the Stanford Court II Condominium Association of Unit Owners (hereinafter called the "Association"), which shall be comprised of every person, firm, corporation, trust or other legal entity, or any combination thereof, which owns any unit in the Condominium. Only owners of units shall be Association members.

2. Membership Fees. Every Unit Owner shall pay to the Association an initial membership fee immediately upon the purchase of a unit. Said fee shall be in an amount as established by the Executive Board. One-third (33%) of said fee shall be reserved by the Executive Board for repairs and replacements and the balance thereof shall be used by the Executive Board to defer common expenses. In addition to the initial fee set forth herein, the Unit Owner shall pay to the Association upon the resale of said unit, a reasonable fee, to be established by the Executive Board, for the preparation and execution of a Certificate of Resale.

3. Voting. Voting at all meetings of the Association, in person or by proxy, shall be on a percentage basis with each unit being entitled to vote the individual percentage allocated to his unit in Exhibit "A" of the Second Amendment Declaration and any additional amendments thereto. Where a unit is owned by more than one person, all the Unit Owners thereof shall be collectively entitled to the vote assigned to such unit, and such Unit Owners shall, in writing, designate an individual who shall be entitled to cast the vote or votes on behalf of the Unit Owners of such unit of which he is a part owner until such authorization shall have been revoked in writing. The holder of a leasehold interest in a unit who holds a proxy from the owner of such unit shall be deemed the Unit Owner for all voting purposes; provided, however, that such lessee shall have no power, without the concurring vote of the actual Unit Owner, to act or vote upon any matter reducing or altering the rights of such Unit Owner, pursuant to the terms of his Lease or as otherwise existing according to law, or amending or terminating the Declaration of the Condominium. Other than lessees under Leases above described, no other lessee, lien holder, mortgagee, pledgee or contract purchaser shall have any voting rights with respect to the affairs of the Condominium or the Association.

4. Majority of Unit Owners. "Majority of Unit Owners" means the Unit Owners of more than fifty (50%) percent in the aggregate in interest of the undivided ownership of the common elements as specified in the Declaration.

5. Duties. The Association shall be responsible for overall policy and administration of the Condominium, but, except as

otherwise provided in these Bylaws or by statute, shall act by and through the Executive Board.

6. Principal Office. The principal office of the Executive Board shall be the unit occupied by the President of the Executive Board or at such other suitable and convenient place or places as shall be permitted by law and designated by the Executive Board.

7. Place of Meeting. Meetings of the Association shall be held at such places convenient to the Association as may be designated by the Executive Board and stated in the notice of the meeting.

8. Annual Meeting. The annual meeting of the Association shall be held in the month of November of each year on a date and at a time and place designated by the Executive Board. At such meeting there shall be elected by ballot an Executive Board in accordance with the provisions of the Executive Board. A semi-annual meeting shall also be held by the members of the Association at such time as shall be designated by the Executive Board. The Association may also transact such business at such meetings as may properly come before it.

9. Notice of Annual Meeting. Written notice of the annual meeting shall be served upon or mailed to (such mailing to be considered notice served) each Unit Owner entitled to vote at the meeting at least ten (10) days, but not more than sixty (60) days prior to the meeting.

10. Special Meeting. A special meeting of the Association for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President and shall be called by the President if so directed by resolution of the Executive Board or upon a petition signed by thirty (30%) percent of the votes of the Condominium and presented to the President. Such petition shall state the purpose or purposes of the proposed special meeting. No business shall be transacted at a special meeting except as stated in the notice.

11. Notice of Special Meeting. Written notice of a special meeting, stating the time, place and object of such meeting and the specific action to be taken at such meeting, shall be served upon or mailed (such mailing to be considered notice served) to each Unit Owner entitled to vote at such meeting. Such notice shall be given at least ten (10) days but not more than sixty (60) days prior to the date of such meeting.

12. Proxies. At all meetings of the Association, each Unit Owner having the right to vote shall be entitled to vote in person, or by proxy appointed by an instrument in writing subscribed by such Unit Owner for such meeting. Such proxy shall be valid only for such meeting or subsequent adjourned meetings thereof. Any

issue of validity of a proxy shall be determined by a majority vote of Executive Board members present at the meeting for which the proxy is presented.

13. Quorum. Except as may otherwise be provided herein or by statute, the presence of twenty percent (20%) or more of the Unit Owners including proxies, shall constitute a quorum for the adoption of decisions. If, however, such quorum shall not be present or represented at any meeting, the Unit Owners entitled to vote at such a meeting, present in person or represented by proxy, shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

14. Association Action. When a quorum is present at any meeting, the vote of a majority of the Unit Owners present in person or represented by proxy shall decide any question brought before such meeting unless the question is one upon which by express provision of the statutes or of these Bylaws, a different vote is required, in which case such express provision shall govern and control the decision of such question.

15. Order of Business. The order of business at all meetings of the Association of Unit Owners shall be as follows: (a) roll call, (b) proof of notice of meeting or waiver of notice, (c) reading of minutes of preceding meeting, (d) reports of officers, (e) reports of committees, (f) election of Executive Board members, if applicable, (g) unfinished business and (h) new business.

ARTICLE III

STANFORD COURT II EXECUTIVE BOARD

1. Powers and Duties. The affairs and business of the Condominium shall be managed by an Executive Board which may exercise such powers and perform such duties and lawful acts as are not required by statute or these Bylaws to be performed by the Association or others. The Executive Board shall have the power and authority to promulgate, distribute and enforce rules and regulations governing the details of the use and operation of the property and the use of the common elements, subject to the right of a majority of the Unit Owners to change any such rules and regulations, provided that no rule or regulation shall be in conflict with applicable statutes and provided further that no rule or regulation shall be so construed as to impair in any manner the lien of any mortgagee or holder of a note secured by a deed of trust if said rule or regulation is enacted after the execution of said Mortgage or deed of trust. Such rules and regulations and amendments thereof shall be adopted by vote of a majority of the

members of the Executive Board present at any regular or special meeting of the Executive Board.

2. Responsibilities of the Executive Board. It shall be the responsibility of the Executive Board:

(a) To provide for the care, upkeep, repair, protection, maintenance and replacement of the common elements of the Condominium, to manage the business, operation and affairs of the Condominium, and for such purpose to engage employees, agents or independent contractors, and to define their duties and fix their compensation, to be compensated for any expenses incurred by the Executive Board in furtherance of their respective duties, enter into contracts and other written instruments or documents and to authorize the execution thereof by officers elected by the Executive Board.

(b) To prepare for submission to the annual meeting of the Executive Board a budget to facilitate the establishment of the amount to be assessed against the Unit Owners for common expenses.

(c) To collect such assessments, deposit them in a bank, and utilize the same for administration of the project, including the payment of common expenses.

(d) To obtain insurance as provided hereinafter.

(e) To establish reasonable reserve funds for emergencies and unforeseen contingencies and the repair and replacement of common elements.

(f) To enforce the provisions of the Declaration, these Bylaws and any amendments thereto, and such rules and regulations as the Executive Board may issue from time to time, including the right to sue on behalf of the Association and the Condominium.

3. Validity of Contracts. No contracts or other transaction between the Executive Board and any other legal entity, and no act of the Executive Board shall in any way be affected or invalidated by virtue of the fact that any of the officers or members of the Executive Board are pecuniarily or otherwise interested in, or are directors or officers of such other legal entity; provided, however, that any Executive Board members having such interest in a third party contract shall abstain from voting on any such matter.

4. Number of Executive Board Members and Initial Selection of Executive Board. The number of members which shall constitute the whole Executive Board shall be five (5).

5. Election and Term of Office. At the annual meeting of the Association, five (5) Executive Board members shall be elected.

The term of office of one (1) member shall be fixed at one (1) year and the term of office of two (2) members shall be fixed at two (2) years and two (2) members shall be fixed at three (3) years. At the expiration of the initial term of office of each member, each successor shall be elected at subsequent annual meetings of the Association to serve a term of three (3) years. The members of the Executive Board shall hold office until their successors have been elected and hold their first meeting.

6. Meetings of the Executive Board. Meetings of the Executive Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) members.

7. Waiver of Notice. Before or at any meeting of the Executive Board, any member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any meeting of the Executive Board shall be a waiver of notice by him of the time and place thereof. If all members are present at any meeting of the Executive Board, no notice shall be required and any business may be transacted at such meeting.

8. Executive Board Quorum. At all meetings of the Executive Board, a majority of the members shall constitute a quorum for the transaction of business, and the acts of the majority of the members at a meeting at which a quorum is present shall be the acts of the Executive Board. If, at any meeting of the Executive Board, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

9. Vacancies. Vacancies in the Executive Board caused by any reason other than removal of a member by a vote of the Association shall be filled by vote of the majority of the remaining members even though they may constitute less than a quorum of said Executive Board, and each person so elected shall be a member of the Executive Board until a successor is elected at the next annual meeting of the Association.

10. Removal of Executive Board Members. A member of the Executive Board may be removed with or without cause, and his successor elected at any duly called meeting of the Association at which a quorum is present by an affirmative vote of a majority of the Unit Owners present and voting. Any member of the Executive Board whose removal has been proposed by the Unit Owners shall be given an opportunity to be heard at the meeting.

11. Compensation. Members of the Executive Board shall serve without compensation for their services as such members. Nothing

herein contained shall be construed to preclude any member of the Executive Board from serving the Association in any other capacity and receiving compensation therefor.

12. Report of the Executive Board. The Executive Board shall present at each annual meeting, and when called for by vote of the Association at any special meeting of the Association, a full and clear statement of the business and condition of the Condominium.

13. Fidelity Bonds. The Executive Board may require that all officers, agents and employees of the Association handling or responsible for funds furnish adequate fidelity bonds. The premium on such bonds is deemed a common expense and shall be paid by the Association.

ARTICLE IV

OFFICERS

1. Designation and Election of Officers. The Executive Board annually at its first meeting following the annual meeting of the Association shall elect a President and a Secretary/ Treasurer of the Condominium. In their judgment and discretion, the Executive Board may choose additional officers.

2. Removal of Officers; Vacancies. The officers shall hold office until their successors are chosen and qualified in their stead. Any officer elected or appointed by the Executive Board may be removed at any time by the affirmative vote of a majority of the Association. If the office of any office becomes vacant for any reason, the vacancy shall be filled by the Executive Board.

3. President. The President shall be the chief executive officer; he shall preside at meetings of the Association of Unit Owners and the Executive Board and shall be an ex-officio member of all committees; he shall have general and active management of the business of the Condominium and shall see that all orders and resolutions of the Executive Board are carried into effect.

4. Secretary. The Secretary shall, if he is a member of the Executive Board, in the absence or the disability of the President, perform the duties and exercise the power of the President and shall perform such other duties as the Executive Board may prescribe. If neither the President nor the Secretary is able to act, the Executive Board shall appoint a member of the Executive Board to so do on an interim basis. The Secretary shall attend all sessions of the Executive Board and all meetings of the Association and record or cause to be recorded all votes and the minutes of all proceedings in a book to be kept by him for that purpose and shall perform like duties for committees when required. He shall give, or cause to be given, notice of all meetings of the Association, the Executive Board and committees and shall perform such other

duties as may be prescribed by the Executive Board. The Secretary shall compile and keep up-to-date at the principal office of the Association, a complete list of Unit Owners and their last known post office addresses. This list shall be opened to inspection by all Unit Owners and other persons lawfully entitled to inspect the same at reasonable hours. The Secretary shall also keep current and retain custody of the Minute Book of the Association, containing minutes of all the annual and special meetings of the Association and all sessions of the Executive Board including resolutions.

5. Treasurer. The Treasurer shall have custody of all funds and securities. The Treasurer shall have responsibility for the Association's funds and securities and shall keep full and accurate accounts of receipts and disbursements and books belonging to the Association and to deposit all monies, checks and other valuable effects of the Association in the name and to the credit of the Association in such depositories as may from time to time be designated by the Executive Board. He shall disburse the funds of the Association as may from time to time be ordered by the Executive Board or by the President, making proper vouchers for such disbursements, and shall render to the President and the Executive Board at the regular meetings of the Executive Board or whenever they or either of them shall require, an account of his transaction as Treasurer and of the financial condition of the Association. If required by the Executive Board, he shall give a fidelity bond, the premium thereof to be considered a common expense, in such sum and with such surety or sureties as shall be satisfactory to the Executive Board for the faithful performance of the duties of his office and for the restoration, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control.

6. Annual Accounting. All books and records shall be kept in accordance with good accounting practices on a calendar year basis beginning the first day of January in each year and the same may be audited annually by a person or persons to be selected by the Executive Board. The expense of the annual audit shall be a common expense. The report of such audit shall be made available to the Association at the first regular meeting immediately succeeding preparation thereof.

7. Indemnification. Every member of the Executive Board and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him/her in connection with any proceeding to which he/she may be a party or in which he/she may become involved by reason of his/her being or having been a member of the Executive Board or officer of the Association or any settlement thereof, whether he/she is a member of the Executive Board or officer at the time such expenses are incurred,

except in such cases wherein such member or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that in the event of a settlement the indemnification herein shall apply only when the Executive Board approves such settlement and reimbursed as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such member or officer may be entitled.

ARTICLE V

OPERATION OF THE PROPERTY

1. Common Expenses. Common expenses, in general, shall include the costs of maintenance, repair or replacement of the common elements and the expenses of administration and management, including, among other things, management fees, casualty and liability insurance premiums, service contracts and employee salaries. The common expenses may also include such amounts as the Executive Board may deem proper for the operation and maintenance of the Condominium, including, without limitation, an amount for working capital, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the common expenses for any prior year. The common expenses may also include such amounts as may be required for the purchase or lease by the Executive Board or its designee, corporate or otherwise, on behalf of all Unit Owners of any unit or Condominium whose owner has elected to sell or lease such unit or of any unit which is to be sold at a foreclosure or other judicial sale.

2. Determination of Common Expenses and Fixing of Common Charges. At each annual meeting, the Executive Board shall fix and determine the amount deemed necessary to provide for the costs of administration and common expenses in the then current year, and shall assess said amount against all units in the Condominium in accordance with their individual percentage interests as set forth in Exhibit "A" to the Second Amendment to the Declaration. Each new Unit Owner shall at the time of settlement of his unit be required to pay to the Association his pro rata share of the current assessment as fixed by the Executive Board. The proration shall be based on the Association's fiscal year.

3. Notification of Common Charges. The Executive Board shall advise all Unit Owners promptly in writing of the amount of common charges payable by each of them respectively and shall furnish copies of each budget on which such charges are based to all Unit Owners. The common charges shall be based upon the square footage of each unit as is more fully described in Exhibit "A" of the Second Amendment to the Declarations.

4. Lien for Common Expenses. Each Unit Owner is obligated to pay the charges levied and assessed against his unit for payment

of common expenses, and such amount shall constitute a lien against said unit from the date of assessment until the date of full payment. At the option of the Executive Board, said amount shall be made payable in advance, in monthly, quarterly or other convenient installments. Interest on such amounts may be charged as permitted by the Uniform Condominium Act.

The lien hereinabove set forth shall be inferior only to general and special assessments for real estate taxes and deeds of trust, mortgages or other encumbrances recorded prior to the date of assessment of said lien, or recorded after receipt of a written statement from the Executive Board that the payments on said lien were current as of the recordation date of such deed of trust, mortgage instrument or other encumbrance.

5. Payment of Lien After Transfer. Responsibility for payment of unpaid assessments after the transfer of a unit shall be governed by the applicable provisions of the Uniform Condominium Act. Each Unit Owner shall provide to a buyer of a unit a Certificate of Resale as is require by law and these Bylaws. All liens for unpaid assessments shall be paid in full prior to the sale of that unit.

6. Default in Payment of Lien. In the event of default in the payment of any one or more installments of the assessments established for the payment of common expenses, the Executive Board may declare any remaining balance of said lien at once due and payable.

The Executive Board shall have the right and duty to take all appropriate actions and steps to collect any assessments which shall remain unpaid for a period of more than thirty (30) days from the due date thereof. The Executive Board may institute a suit to enforce the charges assessed as provided in Section 3315 of the Uniform Condominium Act, or any other applicable statute, without foreclosing or waiving the lien hereinbefore provided.

7. Use Restrictions. To assist the Condominium in providing for congenial occupancy and the protection of the values of the unit, it is necessary that the Executive Board have the right and the authority to exercise reasonable controls over the use of the units. Said uses shall be in accordance with the rules and regulations set forth by the Executive Board. The Executive Board shall distribute said rules and regulations to each Unit Owner.

8. Remedies. Failure to comply with these Bylaws and with such rules governing the details of the use and operation of the property and use of the common elements as may be in effect from time to time and with the covenants, conditions and restrictions set forth in the Declaration or in deeds or units or in the Declaration Plan shall be grounds for an action for the recovery of damages or for injunctive relief, or both, maintainable by any

member of the Executive Board on behalf of the Executive Board or the Unit Owners or, in a proper case, by an aggrieved Unit Owner or by any person who holds a mortgage lien upon a unit and is aggrieved by any such noncompliance. In addition to such rights, the Executive Board shall have the right to summarily abate and remove, at the expense of the Unit Owner at fault, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Board shall not thereby be deemed guilty in any manner of trespass or other civil or criminal violation.

9. Maintenance and Repair. Each Unit Owner shall be responsible for the care, upkeep, protection and maintenance of his/her unit except to the extent that the obligation therefore is imposed on the Executive Board by these Bylaws. His/her responsibility shall include, but shall not be limited to, the following: walls, floors and ceilings; kitchen and bathroom fixtures, appliances and equipment; refrigerator, range and air conditioning unit, and those parts of the plumbing, lighting, heating and air conditioning systems which are wholly contained within his/her unit or which serve his/her unit and no other. Every Unit Owner must perform promptly all maintenance and repair which, if omitted, would affect the Condominium in its entirety or in a part belonging to other Unit Owners, and every Unit Owner shall be expressly responsible for any damages and liabilities suffered by other Unit Owners or by the Executive Board resulting from or caused by said Unit Owner's failure to maintain or repair as herein provided. Each Unit Owner shall perform his/her responsibility in such manner as shall not unreasonably disturb or interfere with the other Unit Owners.

If, due to the negligent act or omission of a Unit Owner or the member of his/her family or household pet or of a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the common elements or to a unit or units owned by others, or maintenance, repairs or replacement shall be required which would otherwise be at the common expense, then such Unit Owner shall pay for such damage and such maintenance repairs and replacement as may be determined by the Executive Board. The cost of any such maintenance, repair or replacement shall constitute a lien against such Unit Owner.

10. Alterations, Additions and Improvements. Whenever in the judgment of the Executive Board the common elements shall require additions, alterations or improvements costing in excess of Three Thousand Dollars (\$3,000.00), and the making of such additions, alterations or improvements shall have been approved by a majority of the Unit Owners, the Executive Board shall proceed with such additions, alterations or improvements and shall assess all Unit Owners for the costs thereof as a common charge. Any additions, alterations or improvements costing Three Thousand Dollars (\$3,000.00) or less may be made by the Executive Board without

approval of the Unit Owners and the cost thereof shall constitute part of the common expense.

No Unit Owner shall make any alterations to any portion of the Condominium property which is to be maintained by the Executive Board or remove any part or portion thereof; nor shall any Unit Owner make any additions thereto or do anything which would or might jeopardize the soundness or safety of the structure; nor shall any Unit Owner do any work which would impair any easement or hereditament without the unanimous consent of the Unit Owners affected thereby; nor shall any Unit Owner make any alteration to the water, gas, heating, electrical, plumbing or air conditioning systems or make any structural addition, alteration or improvement in or to his unit without the prior written consent thereto of the Executive Board. The Executive Board shall have the obligation to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement in such Unit Owner's unit within forty-five (45) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Executive Board to the proposed addition, alteration or improvement. Any application to any municipal department or to any other governmental authority for a permit to make an addition, alteration or improvement in or to any unit shall be executed by the Executive Board only without however incurring any liability on the part of the Executive Board or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom.

Any mechanics' liens arising as a result of repairs to or improvements of a unit by a Unit Owner shall be liens only against each unit. Any mechanics' liens arising as a result of repairs to or improvements of the common elements, if authorized in writing pursuant to a duly adopted resolution of the Executive Board, shall be paid by the Executive Board as a common expense and until so paid shall be liens against each unit in a percentage equal to the proportionate share of the common elements relating to such unit.

All repairs and replacements shall be substantially similar to the original construction and installation.

ARTICLE VI

INSURANCE

1. Insurance to be Carried by Association. Commencing not later than the time of the first conveyance of a unit to a person other than Declarants, the Association shall maintain, to the extent reasonably available:

(a) Property insurance on the common elements, limited common elements, reserved common elements and units exclusive of improvements and betterments installed in units by Unit Owners insuring against all risk of direct physical loss commonly insured against. The total amount of insurance after application of any deductibles shall be not less than eighty (80%) percent of the actual cash value of the insured property exclusive of land, excavations, foundations and other items normally excluded from a property policy.

(b) Comprehensive general liability insurance, including medical payments insurance, in an amount determined by the Executive Board but not less than the amount specified in the Declaration covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the common elements.

2. Other Insurance Carried by Association. If the insurance described in Section 1 is not maintained, the Association promptly shall cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all Unit Owners. The Association may carry any other insurance it deems appropriate to protect the Association or the Unit Owners.

3. Contents of Insurance Policy. Insurance policies carried pursuant to Section 1 hereof must provide that:

(a) Each Unit Owner is an insured person under the policy with respect to liability arising out of his ownership of an undivided interest in the common elements or membership in the Association.

(b) The insurer waives its right of subrogation under the policy against any Unit Owner of the Condominium or members of the Unit Owners' household.

(c) No act or omission of any Unit Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery under policy.

(d) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same property covered by the policy, the policy shall be primary insurance and not contributing with the other insurance.

4. Proceeds From Property Insurance. Any loss covered by the property policy under Section 1(a) shall be adjusted with the Association but the insurance proceeds for that loss shall be payable to the insurance trustee designated by the Executive Board for that purpose or otherwise to the Association and not to any mortgagee or beneficiary under a deed of trust or installment sales

agreement. The insurance trustee or the Association shall hold any insurance proceeds in trust for the Unit Owners and lienholders as their interest may appear. Subject to the provisions of Section 7 hereof, the proceeds shall be distributed first for the repair or restoration of the damaged common elements, to include limited common elements and reserved common elements, and units and Unit Owners and lienholders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the common elements and units have been completely repaired or restored or the Condominium is terminated.

5. Unit Owner May Obtain Insurance. An insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for his own benefit.

6. Evidence and Cancellation of Insurance. Any insurer that has issued an insurance policy under this Article shall issue certificates or memoranda of insurance to the Association and, upon request to any Unit Owner, mortgagee or beneficiary under a deed of trust or installment sale agreement. The insurance may not be canceled until thirty (30) days after notice of the proposed cancellation has been mailed to the Association.

7. Disposition of Insurance Proceeds.

(a) Any portion of the Condominium damaged or destroyed shall be repaired or replaced promptly by the Association unless (1) the Condominium is terminated; (2) repair or replacement would be illegal under any state or local health safety statute or ordinance; or (3) eighty (80%) percent of the Unit Owners, including every owner of a unit which will not be rebuilt, vote not to rebuild.

(b) If the entire Condominium is not repaired or replaced: (1) the insurance proceeds attributable to the damaged common elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium; (2) the insurance attributable to units and limited common elements which are not rebuilt shall be distributed to the owners of those units and the owners of the units to which those limited common elements were assigned; and (3) the remainder of the proceeds shall be distributed to all Unit Owners in proportion to their common element interest.

If the Unit Owners vote not to rebuild any unit, that unit's entire common element interest, votes in the Association and common expense liability are automatically reallocated upon the vote as if the unit had been condemned pursuant to Section 3107(a) of the Act and the Association shall promptly prepare, execute and record an amendment to the Declaration reflecting the reallocation.

(c) Notwithstanding the provisions of this Article, Section 3220 of the Act govern the distribution of insurance proceeds if the Condominium is terminated.

8. Director and Officers Liability Insurance. To the extent available, the Executive Board may obtain and maintain a Directors and Officers Liability Insurance Policy or the appropriate Directors and Officers Liability Endorsement in such limits as the Executive Board may from time to time determine or in such limits as may be available, insuring the Executive Board members and officers of the Association from claims arising out of or in connection with the management, operating or maintenance of the Condominium, such policies shall insure the Executive Board members and officers against any mistakes of judgment, errors or omissions and misconduct which is not willful.

ARTICLE VII

AMENDMENT

1. Number of Votes Required. Provisions of these Bylaws may be amended only by vote or agreement of Unit Owners to which at least sixty-seven (67%) percent of the votes of the Association are allocated.

2. Recording Amendment to Bylaws. Any amendment to the Bylaws must be recorded in the Office of the Recorder of Deeds of Cumberland County and shall be indexed in the name of the Condominium in both the Grantor and Grantee index. The amendment shall be effective only upon recording.

3. Officer Authorized to Execute Amendment. Amendments to the Bylaws required by this Article to be recorded by the Association shall be prepared, executed, recorded and certified by any officer of the Association.

4. Separate Title. Except as provided in Section 11.2, each unit, together with its common element interest constitutes for all purposes a separate parcel of real estate.

5. Taxation and Assessment. If there is a Unit Owner other than Declarants, each unit together with its common element interest, but excluding its common element interest in convertible real estate, shall be separately taxed and assessed, and each portion of any convertible real estate shall be separately taxed and assessed.

6. Utilities. Each Unit Owner shall pay for his own telephone, electricity, water, sewer and all the utilities which are separately metered or billed to each user by the respective utility companies. Utilities which are not separately metered or billed to units, shall be treated as a part of the common expenses.

7. Eminent Domain. In the event of a taking of all or part of a unit or common element, the provisions of Section 3107 of the Act shall govern.

8. Association Records. The Association shall keep financial records sufficiently detailed to enable the Association to comply with the provisions of Section 3407 of the Act. All financial and other records shall be made reasonably available for examination by any Unit Owner and his authorized agent.

9. Annual Audit. The Association may at an annual meeting direct the Executive Board to submit the books, records and memoranda to an annual audit by a certified public accountant who shall audit the same and render a report thereon in writing to the Executive Board and the Association. The cost of said audit shall be a common expense.

10. Officers Authorized to Execute Amendment of Declaration. Amendments to the Declaration required by the Declaration to be recorded by the Association shall be prepaid, executed, recorded and certified by any officer of the Association.

11. Termination of Condominium. Termination of the Condominium shall be in accordance with the provisions of Section 3220 of the Act.

12. Conflict. The Bylaws are subordinate and subject to all provisions of the Declaration and the provisions of the Act. All of the terms hereof except where clearly repugnant to the context, shall have the same meaning as they are defined to have in the Declaration of the Act. In the event of any conflict between these Bylaws and the Declaration, the provisions of the Declaration shall control; and in the event of any conflict between the Declaration and the Act, the provisions of the Act shall control.

13. Severability. The provisions of these Bylaws shall be deemed independent and severable, and, the validity or unenforceability of any provisions or portion thereof shall not affect the validity or enforceability of any other provision hereof.

14. Waiver. No restriction, condition, obligation or provision of these Bylaws shall be deemed to have been waived by reason of any failure or failures to enforce the same.

15. Captions. The captions contained in these Bylaws are for convenience only and are not a part of the Bylaws and are not intended in any way to limit or enlarge the terms and provisions of the Bylaws.

16. Gender. Wherever in these Bylaws the context so requires, the singular number shall include the plural and the

converse; and the use of any gender shall be deemed to include all genders.

17. Effective Date. These Bylaws shall become effective when the Declaration and these Bylaws shall have been duly recorded.

IN WITNESS WHEREOF, the undersigned members of the Executive Board adopt the within as Bylaws the date and year first-above written.

WITNESSES:

<u>Anthony Lusai</u>	<u>Lee Adams</u> LEE ADAMS
<u>Anthony Lusai</u>	<u>Dianne L. Fagan</u> DIANNE L. FAGAN
<u>Anthony Lusai</u>	<u>Carol B. Forrester</u> CAROL FORRESTER
<u>Anthony Lusai</u>	<u>Lynn Peterson</u> LYNN PETERSON
<u>Anthony Lusai</u>	<u>John Allen</u> JOHN ALLEN

EXHIBIT "B"

FIRST AMENDMENT TO DECLARATION

FIRST AMENDMENT TO DECLARATION
STANFORD COURT CONDOMINIUM II

THIS FIRST AMENDMENT TO DECLARATION, made this ____ day of February, 1988, by W. R. KEELEY and ANN L. KEELEY, his wife, of Hampden Township, Cumberland County, Pennsylvania, Declarants, pursuant to Declaration, dated May 29, 1987, recorded in the Office of the Recorder of Deeds of Cumberland County in Miscellaneous Book 334, Page 905, submitting to the provisions of the Pennsylvania Uniform Condominium Act, a condominium project known as **Stanford Court Condominium II**; the said W. R. Keeley and Ann L. Keeley, his wife, hereinafter referred to as "Declarants".

W I T N E S S E T H:

WHEREAS, Declarants, as set forth above, have previously recorded a Declaration, dated May 29, 1987, submitting real estate, described in said Declaration, including all easements, rights and appurtenances thereto and the buildings and improvements erected or to be erected thereon to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa.C.S.A. §§3301 et seq. and thereby created with respect to the real estate as described in said Declaration a flexible condominium known as "**Stanford Court Condominium II**"; and

WHEREAS, as set forth above, said Declaration was recorded on June 3, 1987, in the Office of the Recorder of Deeds of Cumberland County in Miscellaneous Book 334, Page 905; and

WHEREAS, Plats and Plans-Site Plan, Stanford Court Condominium II, dated May 28, 1987, was recorded in the Office of the Recorder of Deeds of Cumberland County on June 3, 1987, in Plan Book 53, Page 36; and

WHEREAS, Building 6 together with the seven (7) Units therein constructed, is now substantially completed and Declarants now desire to amend the Declaration, to include the Plats and Plans-Site Plan, to convert Convertible Real Estate II to Units and Limited Common Elements.

NOW, THEREFORE, Declarants, pursuant to Article V of the Declaration, provide as follows:

Section 1. Conversion of Convertible Real Estate II. Declarants hereby convert Convertible Real Estate II, containing .534 acres, to Units and Limited Common Elements as hereinafter described. Said Convertible Real Estate II, containing .534 acres, is more particularly bounded and described in Exhibit "C" of the Declaration, dated May 29, 1987, recorded on June 3, 1987, in the Office of the Recorder of Deeds of Cumberland County in Miscellaneous Book 334, Page 905, and in Plats and Plans-Site Plan, Stanford Court Condominium II, dated May 28, 1987, recorded June 3, 1987, in the Office of the Recorder of Deeds of Cumberland County in Plan Book 53, Page 36.

Section 2. Creation and Identification of Additional Units. Declarants hereby create seven (7) additional Condominium Units in Building 6, which said Units shall be identified as follows:

Unit Identifying Numbers

- 6-A
- 6-B
- 6-C
- 6-D
- 6-E
- 6-F
- 6-G

Section 3. Reallocation of Percentage Interest. Pursuant to Section 2.1 of the Declaration, and upon the recording of this First Amendment to Declaration, the Percentage Interest of each of the Units presently constructed is hereby reallocated as set forth in Exhibit "A", attached hereto and incorporated herein by reference. Said Percentage Interest, as reallocated in accordance with Exhibit "A", is based on the area of the forty-three (43) Units which are presently constructed.

Section 4. Votes and Common Expense Liability. Each Unit in Building 1, Building 3, Building 4, Building 5 and Building 6 shall be allocated the number of votes in the Association equal to the Percentage Interest in the Common Elements as specified in Exhibit "A", attached hereto. Voting strength and Common Expense Liability shall be equal to the Percentage Interest in Common Elements.

Section 5. Description of Units and Common Elements. Units and Limited Common Elements formed out of Convertible Real Estate II are described on the First Amendment to Plats and Plans-Site Plan, Stanford Court Condominium II, which said First Amendment to Plats and Plans is recorded in the Office of the Recorder of Deeds of Cumberland County in Plan Book , Page .

Section 6. Balance of Declaration. All of the terms and provisions of the Declaration for Stanford Court Condominium II, dated May 29, 1987, recorded June 3, 1987, in the Office of the Recorder of Deeds of Cumberland County in Miscellaneous Book 334, Page 905, shall be and remain in effect and said Declaration shall only be amended as specifically herein provided.

Section 7. Balance of Plats and Plans. Plats and Plans-Site Plan, Stanford Court Condominium II, dated May 28, 1987, recorded June 3, 1987, in the Office of the Recorder of Deeds of Cumberland County in Plan Book 53, Page 36, shall be and remain in effect and said Plats and Plans shall only be amended as specifically herein provided and as specifically provided in the First Amendment to Plats and Plans-Site Plan, Stanford Court Condominium II, dated February __, 1988, recorded February __, 1988, in the Office of the Recorder of Deeds of Cumberland County, in Plan Book __, Page __.

Section 8. Effective Date. The effective date of this First Amendment to Declaration shall be the date of recording.

IN WITNESS WHEREOF, W. R. Keeley and Ann L. Keeley, his wife, have caused this First Amendment to Declaration to be executed in accordance with provisions of the Pennsylvania Uniform Condominium Act and the Declaration as of the date and year first-above written.

WITNESS:

DECLARANTS:

_____(SEAL)
W. R. Keeley

_____(SEAL)
Ann L. Keeley

EXHIBIT "A"
PERCENTAGE INTEREST IN COMMON ELEMENTS
AND
SCHEDULE OF REALLOCATION

Building 1 (Existing)

<u>Unit Identifying Number</u>	<u>Area of Unit (square feet)</u>	<u>Percentage Interest</u>
1-A	1063.48	1.989 %
1-B	1097.90	2.054 %
1-C	1097.90	2.054 %
1-D	1097.90	2.054 %
1-E	1097.90	2.054 %
1-F	1097.90	2.054 %
1-G	1097.90	2.054 %
1-H	1097.90	2.054 %
1-I	1097.90	2.054 %
1-J	1063.48	1.989 %

TOTAL BUILDING AREA: 10,910.18 square feet

BUILDING 3 (Existing)

<u>Unit Identifying Number</u>	<u>Area of Unit (square feet)</u>	<u>Percentage Interest</u>
3-A	1063.48	1.989 %
3-B	1097.90	2.054 %
3-C	1097.90	2.054 %
3-D	1097.90	2.054 %
3-E	1097.90	2.054 %
3-F	1097.90	2.054 %
3-G	1097.90	2.054 %
3-H	1097.90	2.054 %
3-I	1097.90	2.054 %
3-J	1063.48	1.989 %

TOTAL BUILDING AREA: 10,910.18 square feet

BUILDING 4 (Existing)

<u>Unit Identifying Number</u>	<u>Area of Unit</u> (square feet)	<u>Percentage Interest</u>
4-A	1063.48	1.989 %
4-B	1097.90	2.054 %
4-C	1097.90	2.054 %
4-D	1097.90	2.054 %
4-E	1097.90	2.054 %
4-F	1097.90	2.054 %
4-G	1097.90	2.054 %
4-H	1063.48	1.990 %

TOTAL BUILDING AREA: 8,714.36 square feet

BUILDING 5 (Existing)

<u>Unit Identifying Number</u>	<u>Area of Unit</u> (square feet)	<u>Percentage Interest</u>
5-A	1506.56	2.818 %
5-B	1536.00	2.873 %
5-C	1536.00	2.873 %
5-D	1536.00	2.873 %
5-E	1536.00	2.873 %
5-F	1536.00	2.873 %
5-G	1536.00	2.873 %
5-H	1506.56	2.818 %

TOTAL BUILDING AREA: 12,229.12 square feet

BUILDING 6 (Existing)

<u>Unit Identifying Number</u>	<u>Area of Unit</u> (square feet)	<u>Percentage Interest</u>
6-A	1506.56	2.818 %
6-B	1536.00	2.873 %
6-C	1536.00	2.873 %
6-D	1536.00	2.873 %
6-E	1536.00	2.873 %
6-F	1536.00	2.873 %
6-G	1506.56	2.818 %

TOTAL BUILDING AREA: 10,693.12 square feet

BUILDING 2 (Need Not Be Built)*
CRE I

<u>Unit Identifying Number</u>	<u>Area of Unit</u> (square feet)	<u>Percentage Interest</u>
2-A	1506.56	2.530 %
2-B	1536.00	2.580 %
2-C	1536.00	2.580 %
2-D	1506.56	2.530 %

TOTAL BUILDING AREA (Proposed): 6,085.12 square feet

* When Building 2 is completed, an amendment to Plats and Plans and the Declaration (this Exhibit) will be recorded and the Percentage Interest for all Units will be reallocated based on the area of each constructed Unit as it bears to the total of the area of all constructed Units.

BUILDING 7 (Need Not Be Built)**
CRE III

<u>Unit Identifying Number</u>	<u>Area of Unit</u> (square feet)	<u>Percentage Interest</u>
7-A	1506.56	2.193 %
7-B	1536.00	2.236 %
7-C	1536.00	2.236 %
7-D	1536.00	2.236 %
7-E	1536.00	2.236 %
7-F	1506.56	2.193 %

TOTAL BUILDING AREA (Proposed): 9,157.12 square feet

** When Building 7 is completed, an amendment to Plats and Plans and the Declaration (this Exhibit) will be recorded and the Percentage Interest for all Units will be reallocated based on the area of each constructed Unit as it bears to the total of the area of all constructed Units.

The foregoing schedule of reallocation of Percentage Interest is based on the anticipated order of construction of the Buildings; however, Declarants reserve the right to amend this Exhibit and to reallocate the Percentage Interest from time to time to reflect the actual order of construction of Buildings to be located within Convertible Real Estate.

Declarant specifically reserves the right to change the anticipated Percentage Interest of the Units if the area of any Unit exceeds that of a typical Unit. Declarant, pursuant to Section 2.1, Section 2.2 and Section 6.3 of this Declaration, as amended, has reserved the right to modify the area of any Unit constructed or to be constructed. In the event that Declarant modifies the area of any Unit constructed or to be constructed, then the Percentage Interest, as set forth in this Exhibit, shall be modified so that the Percentage Interest of the Units is calculated on the basis of any specific Unit to the area of all Units built in the project.

PUBLIC OFFERING STATEMENT
RESIDENTIAL FLEXIBLE

STANFORD COURT CONDOMINIUM II

PUBLIC OFFERING STATEMENT

NAME OF CONDOMINIUM: Stanford Court Condominium II

LOCATION OF CONDOMINIUM: Stephen's Crossing, The Village
of Westover, Hampden Township
Cumberland County, Pennsylvania

NAME OF DECLARANTS: W. R. Keeley and Ann L. Keeley, his wife

ADDRESS OF DECLARANTS: 41 Kensington Square
Mechanicsburg, Pennsylvania

EFFECTIVE DATE OF PUBLIC
OFFERING STATEMENT: February 1, 1988

NOTICE TO PURCHASER

A PURCHASER OF A CONDOMINIUM UNIT IS AFFORDED A 15 DAY PERIOD DURING WHICH HE OR SHE MAY CANCEL AN EXECUTED CONTRACT FOR SALE WITHOUT PENALTY AND OBTAIN FULL REFUND OF ANY SUMS DEPOSITED IN CONNECTION WITH THE CONTRACT. THE 15 DAY PERIOD BEGINS TO RUN ON THE DATE OF DELIVERY OF THE PUBLIC OFFERING STATEMENT. IF THE PURCHASER ELECTS TO CANCEL, HE OR SHE MUST DELIVER NOTICE OF CANCELLATION TO THE DECLARANT BY HAND (IN WHICH CASE EVIDENCE OF RECEIPT SHOULD BE OBTAINED) OR BY UNITED STATES MAIL, RETURN RECEIPT REQUESTED.

IF DECLARANT FAILS TO PROVIDE A PUBLIC OFFERING STATEMENT TO PURCHASER BEFORE CONVEYING A UNIT, THAT PURCHASER MAY RECOVER FROM DECLARANT DAMAGES AS PROVIDED IN SECTION 3406(c) OF THE UNIFORM CONDOMINIUM ACT, WHICH DAMAGES ARE SUBSTANTIALLY AS FOLLOWS:

THE PURCHASER, IN ADDITION TO ANY OTHER RELIEF, IS ENTITLED TO RECEIVE FROM DECLARANT AN AMOUNT EQUAL TO 5% OF THE SALES PRICE OF THE UNIT UP TO A MAXIMUM OF \$2,000.00, OR ACTUAL DAMAGES, WHICHEVER IS THE GREATER AMOUNT. A MINOR OMISSION OR ERROR IN THE PUBLIC OFFERING STATEMENT OR AN AMENDMENT THERETO, THAT IS NOT WILLFUL, SHALL ENTITLE THE PURCHASER TO RECOVER ONLY ACTUAL DAMAGES, IF ANY.

IF A PURCHASER RECEIVES THE PUBLIC OFFERING STATEMENT MORE THAN 15 DAYS BEFORE SIGNING A CONTRACT, HE OR SHE CANNOT CANCEL THE CONTRACT.

STANFORD COURT CONDOMINIUM II
TABLE OF CONTENTS
PUBLIC OFFERING STATEMENT

<u>Item</u>	<u>Page</u>
1. Condominium Concept	1
2. Declarants	2
3. Name and Address of Condominium	2
4. Description of Project	2
5. Total Number of Additional Units	3
6. Reallocation of Percentage Interest in Common Elements	4
7. Rental	4
8. Option to Withdraw Real Estate	4
9. Declaration and Bylaws	4
10. Management Contracts	5
11. Agreement of Sale	5
12. Projected Annual Budget	5
13. Initial Fee	6
14. Existing Liens and Encumbrances	6
15. Declarants Financing	7
16. Warranties	7
17. Pending Litigation and Judgments	7
18. Escrow of Deposits	8
19. Insurance	8
20. Taxes	8
21. Restraints on Alienation	8
22. Common Element Fee	9
23. Structural Components and Major Utilities	9
24. Termination Agreement	9
Exhibit "A"	Declaration
Exhibit "B"	First Amendment to Declaration
Exhibit "C"	Bylaws
Exhibit "D"	Plats and Plans-Site Plan
Exhibit "E"	First Amendment to Plats and Plans-Site Plan
Exhibit "F"	Agreement of Sale
Exhibit "G"	Sample Deed
Exhibit "H"	Termination Agreement

PUBLIC OFFERING STATEMENT

This Public Offering Statement is prepared in accordance with Section 3402, Pennsylvania Uniform Condominium Act ("the Act") and the following information is provided to prospective Purchasers of Stanford Court Condominium II.

1. **The Condominium Concept.** The term "condominium" refers to a form of property ownership. Property which is owned as a condominium contains two distinct types of property, Units and Common Elements. Units are portions of a condominium which are set aside for individual ownership. In the case of a residential condominium such as Stanford Court Condominium II, the Units are the separate living quarters which may be used only by the Unit Owner. Common Elements, on the other hand, are all portions of the Condominium which are not included within the Units. The Common Elements constitute the land and those portions of the structure or structures which support, enclose or service the Units.

A condominium Unit Owner is, at the same time, both the sole owner of the portion of a building which encloses his or her living quarters and one of many mutual owners ("tenants in common") of the facilities which service his or hers and other living quarters and of the common area which a Unit Owner may use and enjoy along with owners of other Units.

Each Unit Owner owns an "undivided interest" in the Common Elements. An undivided interest is a fractional or percentage share of ownership of all of the Common Elements. In this Condominium, the undivided interest is a percentage and is hereinafter referred to as a "Percentage Interest". The ownership of an undivided interest gives the Unit Owner the right to participate in the control and management of all the Common Elements but ownership carries with it the obligation of each Unit Owner to pay his or her share of the normal expenses of operating and maintaining all of the Common Elements. It is the ownership of an undivided interest in the Common Elements which set condominium ownership apart from other forms of property ownership.

Certain Common Elements are designated as Limited Common Elements. A Limited Common Element is a portion of the Common Elements assigned to a particular Unit. The Unit Owner of the Unit to which a Limited Common Element is assigned has an exclusive right to use the Limited Common Element.

Certain Common Elements are designated as a Reserved Common Element. A Reserved Common Element is a portion of the Common Elements assigned to more than one but not all of the Unit Owners. Typically, Unit Owners of one building are assigned the exclusive right to use an area designated as Reserved Common elements.

2. **Declarants.** The Declarants of Stanford Court Condominium II are W. R. Keeley and Ann L. Keeley, his wife, with their principal place of business at 41 Kensington Square, Mechanicsburg, (Hampden Township), Cumberland County, Pennsylvania.

3. **Name and Address of Condominium.** The name of the Condominium is Stanford Court Condominium II, and is located on the northern side of Stephen's Crossing, Village of Westover, Mechanicsburg (Hampden Township), Cumberland County, Pennsylvania

4. **Description of Project.** The Condominium Project is located on a 5.679 acre tract, which said tract is situate on the northern side of Stephen's Crossing, Village of Westover, (Hampden Township), Cumberland County, Pennsylvania. Phase 1 of the Project, which has been completed, consists of Building 1, containing ten (10) Units, Building 3, containing ten (10) Units, Building 4, containing eight (8) Units and Building 5, containing eight (8) Units. In addition, all off-street parking spaces required in connection with the Project have been constructed. The off-street parking spaces for the Project are shown on the Easement-Parking Plan which is part of Plats and Plans-Site Plan. Phase 2 of the Project, which has been completed, consists of Building 6, containing seven (7) Units. The third phase of the Project will involve the construction of Building 2, which will contain four (4) Units, and the construction of Building 7, containing six (6) Units. Building 2 will be constructed upon CRE I and Building 7 will be constructed upon CRE III.

Even though Declarants contemplate completing Building 2 and Building 7 in the third phase of the Project, Declarants reserve the right, at their option, to complete said buildings in two phases.

As set forth above, two (2) portions of the 5.679 acre tract have been designated as Convertible Real Estate (CRE). The Convertible Real Estate is designated as CRE I and CRE III. The legal description of each parcel of Convertible Real Estate is set forth on Exhibit "C" of the Declaration. Each parcel of Convertible Real Estate is also shown on the Plats and Plans-Site Plan.

Declarants have seven (7) years following the creation of the Condominium to complete all Units. Upon completion of the Units in Building 2 and Building 7 the Condominium will be completed.

There is no withdrawable real estate in connection with this Condominium Project.

As set forth on the Plats and Plans-Site Plan access to the various Units is by means of a common access easement which crosses, in part, Lot No. 1, Preliminary Final Subdivision Plan, Stanford Court Condominium, dated March 3, 1987, recorded in the Office of the Recorder of Deeds of Cumberland County in Plan Book 52, Page 148. This common access easement and all interior drives will not be public streets, but will be and remain Common Elements of the Condominium Project. There is a shared maintenance obligation with respect to the common access drive as set forth in the Declaration. The sanitary sewer, storm water sewer and sidewalks, as shown on the Plats and Plans-Site Plan, will be Common Elements.

Stanford Court Condominium II has been created by recording the Declaration, dated May 29, 1987, which said Declaration includes the Bylaws, and is recorded in the Office of the Recorder of Deeds of Cumberland County in Miscellaneous Book 334, Page 905. The Plats and Plans-Site Plan, Stanford Court Condominium II, was recorded on June 3, 1987, in the Office of the Recorder of Deeds of Cumberland County in Plan Book 53, Page 36.

5. **Total Number of Additional Units.** As set forth in the Declaration, Declarants have reserved the right to construct within the parcels of Convertible Real Estate ten (10) additional Units. As set forth above, there currently exists Building 1, containing ten (10) Units, Building 3, containing ten (10) Units, Building 4, containing eight (8) Units,

Building 5 containing eight (8) Units, and Building 6, containing seven (7) Units. Private driveways providing access to the various Units as well as the future Units have been completed. Declarants have reserved the right in the Declaration, as the same has been amended from time to time, to construct Building 2 and Building 7.

6. **Reallocation of Percentage Interest in Common Elements.** The Declaration allocates votes in the Unit Owners' Association to each Unit and establishes the Percentage Interest in the Common Elements and the liability for Common Expenses. As set forth in Exhibit "B" of the Declaration, and as one or more of the buildings to be constructed are completed, the Percentage Interest in the Common Elements will be reallocated among the completed Condominium Units. The reallocation of Percentage Interest will be based on the floor area of the Units constructed. Declarants reserve the right to modify the area of the Units. Modifications, if any, will be shown on amendments to Plats and Plans-Site Plan. Percentage Interest will be reallocated upon the completion of each Building and before any Unit in the newly constructed building is transferred. The anticipated decrease in the Percentage Interest in Common Elements, reduction in relative voting strength in the Association and reduction in liability of Common Expenses upon completion of each Building as set forth in Exhibit "B" of the Declaration.

7. **Rental.** Eight (8) of the Units constructed in the Project have been sold to a single Unit Owner and are currently being leased. All other Units constructed or to be constructed in the Project are intended to be sold to occupant owners and all Units, whether currently leased or owner occupied, shall be used exclusively for residential purposes. Declarants presently intends to offer all Units currently owned by Declarants and the future Units to be constructed within the Project to owner occupants. However, in the event that any Unit or Units cannot be sold, Declarants have reserved the right to rent said Units.

8. **Option to Withdraw Real Estate.** Declarants do not reserve any option to withdraw any real estate under Section 3206 of the Pennsylvania Uniform Condominium Act.

9. **Declaration and Bylaws.** The Declaration submits Stanford Court Condominium II to the provisions of the Pennsylvania Uniform Condominium Act and contains the

designation of Common Elements, Limited Common Elements, Reserved Common Element and the rights of Declarants and the Executive Board of Stanford Court Condominium II. The Bylaws set forth the operational procedures of the Executive Board and the Unit Owners' Association of Stanford Court Condominium II, the assessment procedure, the Condominium repair and reconstruction mandates and other relevant provisions.

Copies of the following documents are attached to this Public Offering Statement and marked as indicated:

Declaration	Exhibit "A"
First Amendment to Declaration	Exhibit "B"
Bylaws	Exhibit "C"
Plats and Plans-Site Plan	Exhibit "D"
First Amendment to Plats and Plans-Site Plan	Exhibit "E"
Agreement of Sale	Exhibit "F"
Sample Deed	Exhibit "G"
Termination Agreement	Exhibit "H"

10. Management Contracts. No management contracts exist or are contemplated by Declarants.

11. Agreement of Sale. Any purchaser desiring to purchase a Unit shall execute a contract for purchase, which said contract for purchase shall be substantially in the form of the Agreement of Sale marked Exhibit "F" attached hereto.

12. Projected Annual Budget. The following is a Projected Annual Budget for Stanford Court Condominium II and is subject to limitations set forth below.

<u>Item</u>	<u>Amount</u>
Insurance	\$7,200.00
Exterior Maintenance	2,250.00
Lawn Care and Snow Removal	2,400.00
Common Area (Electrical Expense)	2,400.00
Capital Reserve (from Initial Condominium Fee) [\$1,600.00]	
Legal and Accounting	750.00
Operating Reserve	<u>2,000.00</u>
TOTAL ANNUAL EXPENSES	\$17,000.00
Less: Operating Expense Reserve (from Initial Condominium Fee)	[\$1,600.00]
TOTAL	\$15,400.00

The Monthly Condominium Fee per Unit based on forty-three (43) Units will be approximately \$30.00

The projected expenses set forth in the Projected Annual Budget are based upon firm bids, where available, otherwise upon the best estimate available to Declarants on the date hereof. The total of \$1,600.00 identified as Capital Reserve is the only sum included as a reserve for repairs and replacement. No attempt has been made to project increases occasioned by inflation in the Monthly Condominium Fee, as such increases, although likely, are speculative. However, Declarants anticipate, and each prospective Unit Owner should recognize, that the Monthly Condominium Fee will increase as the costs of services increase. Furthermore, all statements and projections made in the Projected Annual Budget of the Unit Owners' Association may fluctuate due to general economic conditions and may be adjusted pursuant to the provisions of the Pennsylvania Uniform Condominium Act, the Declaration and the ByLaws of Stanford Court Condominium II. Declarants provide no services not reflected in the budget which may later become Common Expenses of the Association. Based on the foregoing factors, the Common Charge is subject to change. The Projected Annual Budget was prepared by Declarants.

13. Initial Fee. Each Purchaser (not Declarants) shall, at the time of closing, pay an Initial Condominium fee to the Unit Owners' Association in the amount of Three Hundred (\$300.00) Dollars. One Hundred (\$100.00) Dollars of said amount shall be reserved for repairs and replacements by the Executive Board and the balance thereof, Two Hundred (\$200.00) Dollars, may be used by the Executive Board to defer Common Expenses.

14. Existing Liens and Encumbrances. The 5.679 acre tract is subject to the lien of a Mortgage in favor of The Harris Savings Association, which said mortgage is recorded in the Office of the Recorder of Deeds of Cumberland County. Upon conveyance of any Unit, the Unit, together with the proportionate share of the undivided interest in the Common Elements, shall be released from the lien of said mortgage. Further, the 5.679 acre tract is under and subject to certain conditions and restrictions as set forth on the Final Site Development Plan, recorded in the Office of the Recorder of Deeds of Cumberland County in Plan Book 36, Page 119-A, together with certain conditions and restrictions set forth on Preliminary Final Subdivision Plan, Stanford Court Condominium,

dated March 3, 1987, recorded in the Office of the Recorder of Deeds of Cumberland County in Plan Book 52, Page 148. In addition to the foregoing, said real estate is subject to the rights of Bell Telephone Company of Pennsylvania pursuant to Agreement dated December 5, 1979, recorded in the Office of the Recorder of Deeds of Cumberland County in Miscellaneous Book 249, Page 589, the rights of Riverton Consolidated Water Company pursuant to Deed of Easement and Right-of-Way, dated November 20, 1980, recorded in the Office of the Recorder of Deeds of Cumberland County in Miscellaneous Book 261, Page 640, the right of Pennsylvania Power & Light Company by Agreement dated February 26, 1981, recorded in the Office of the Recorder of Deeds of Cumberland County in Miscellaneous Book 263, Page 690, subject to the rights granted to Pennsylvania Power & Light Company by Agreement dated September 5, 1972, recorded in the Office of the Recorder of Deeds of Cumberland County in Miscellaneous Book 201, Page 77 and subject to existing sanitary sewer easements, existing storm water sewer easements and existing combined sanitary sewer and storm sewer easements as shown on the Preliminary Final Resubdivision Plan Stanford Court Condominium II, recorded in the Office of the Recorder of Deeds of Cumberland County in Plan Book 52, Page 148.

15. **Declarants Financing.** No financing is offered by Declarants to any purchaser of any Unit in the Condominium Project.

16. **Warranties.** Pursuant to Section 3411(b) of the Pennsylvania Uniform Condominium Act, Declarants warrant against structural defects in each Unit for two (2) years from the date each Unit is conveyed to a Purchaser and all Common Elements for two (2) years. The two (2) years shall begin as to each of the Common elements whenever the Common Elements have been completed or, if later, as to any Common Element within Convertible Real Estate or portion thereof, at the time the first Unit therein is conveyed to a Purchaser. As to all personalty, whether appliances, systems or fixtures, Declarants agree to assign to Purchaser to the extent permitted by the manufacturer or dealer, all warranties therefor.

17. **Pending Litigation and Judgments.** As of the effective date of this Public Offering Statement, Declarants know of no litigation, pending or threatened, which could materially, adversely affect the Condominium or the Declarants' ability to convey clear title to the Units. There are no judgments against the Association.

18. Escrow of Deposits. Any deposit made in connection with the purchase of a Unit will be held in an escrow account in accordance with the provisions of Section 3408 of the Uniform Condominium Act (providing for all deposits to be maintained in an escrow account established in Pennsylvania in an institution by a government agency or instrumentality) and will be returned to the Purchaser if the Purchaser cancels the contract pursuant to Section 3406 of the Pennsylvania Uniform Condominium Act.

19. Insurance. The Executive Board will obtain insurance to protect the Unit Owners' Association and, to a certain extent, the Unit Owners as individuals. Each Unit will be covered by fire and property damage insurance policy. The coverage will be "all-risk" and the amount shall be as specified in the Bylaws. This coverage will not insure personal property belonging to the Unit Owners.

The Unit Owners' Association and Unit Owner's will be insured against liability, arising from ownership or use of the Common Elements. This coverage will not insure Unit Owners' against liability arising from an accident or injury occurring within a Unit or liability arising from the act of negligence of the Unit Owner.

The Executive Board may also maintain fidelity coverage to protect against dishonest acts on the part of officers, board members or employees, if any, of the Unit Owners' Association. In addition, if the Unit Owners' Association has employees, the Executive Board will also maintain appropriate workers' compensation insurance.

20. Taxes. Section 3105(b) of the Pennsylvania Uniform Condominium Act, provides that if there is a Unit Owner, other than Declarants, that the Unit, together with the Common Elements appurtenant to the Unit, excluding its Common Element interest in Convertible Real Estate, shall be separately taxed and assessed. The assessed values of the Condominium Units are not presently known.

21. Restraints on Alienation. There are no restraints on alienation (sales, assignment or transfer of a Unit) presently existing on any portion of Stanford Court Condominium II except as expressly set forth in the Declaration.

22. Common Element Fee. No fee is to be paid by Unit Owners for the use of Common Elements other than the Monthly Condominium Fee set forth in Paragraph 11 hereof.

23. Structural Components and Major Utilities. All structural components of the major utilities installed for Stanford Court Condominium II have been installed or completed from August, 1981 through the effective date of this Public Offering Statement, inclusive. Repairs to structural components or utility systems are not anticipated within a reasonable time. There are no estimated costs of repair readily ascertainable at the present time.

24. Termination Agreement. Attached hereto marked Exhibit "H" is a Termination Agreement. This Agreement withdraws from the provisions of the Pennsylvania Uniform Condominium Act is a condominium project known as Stanford Court Condominium II. Stanford Court Condominium II is part of the previous condominium project known as Stanford Court Condominium. No Units or other interest with respect to Stanford Court Condominium II (not Stanford Court Condominium) have been transferred prior to the effective date of the Termination Agreement.

THIS PUBLIC OFFERING STATEMENT HAS BEEN PROVIDED PURSUANT TO THE PROVISIONS OF THE PENNSYLVANIA UNIFORM CONDOMINIUM ACT. THIS IS FURNISHED IN AN EFFORT TO PROVIDE INFORMATION TO PROSPECTIVE PURCHASERS, BUT IN NO WAY SHOULD BE CONSTRUED AS THE EXCLUSIVE DOCUMENTATION FOR THE PURCHASE OF A CONDOMINIUM UNIT IN ACADEMY COURT CONDOMINIUM. THE DECLARATION, BYLAWS AND PLATS AND PLANS-SITE PLAN, TOGETHER WITH THE AMENDMENTS THEREOF, IF ANY, ARE ATTACHED HERETO, IN COMBINATION WITH THIS PUBLIC OFFERING STATEMENT, TO PROVIDE THE COMPLETE DOCUMENTATION THAT A PURCHASER SHOULD BE KNOWLEDGEABLE OF IN COMPLETING OR CONTEMPLATING THE PURCHASE OF A CONDOMINIUM UNIT.

DECLARANTS:

_____(SEAL)
W. R. Keeley

_____(SEAL)
Ann L. Keeley

EXHIBIT "A"

DECLARATION

100 20

STANFORD COURT CONDOMINIUM II

THE VILLAGE OF WESTOVER
HAMPDEN TOWNSHIP, CUMBERLAND COUNTY
PENNSYLVANIA

DECLARATION AND BYLAWS

Declarants:

W. R. Keeley and Ann L. Keeley

DECLARATION
STANFORD COURT CONDOMINIUM II

THIS DECLARATION, made this _____ day of _____, 1987, by W. R. KEELEY and ANN L. KEELEY, his wife, of Hampden Township, Cumberland County, Pennsylvania, hereinafter called "Declarants", pursuant to the provisions of the Section 3201 of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S.A. §3201.

W I T N E S S E T H:

ARTICLE I
SUBMISSION AND DEFINED TERMS

Section 1.1 Declarants; Property; County; Name. Declarants, owners in fee simple of real estate described in Exhibit "A" attached hereto and made part hereof, situate in Hampden Township, Cumberland County, Pennsylvania, hereby submit the real estate, including all easements, rights and appurtenances thereto and the buildings and improvements erected or to be erected thereon (collectively called the "Property") to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S.A. §§3301 et seq. and hereby create with respect to the Property a flexible residential condominium, to be known as "Stanford Court Condominium II" (hereinafter called the "Condominium").

Section 1.2 Easements and Licenses. Included in the among the easements, rights and appurtenances referred to in Section 1.1 above are, the following recorded easements and licenses and the real estate as submitted:

- (a) SUBJECT to rights granted to the Bell Telephone Company of Pennsylvania pursuant to Agreement dated December 5, 1979, and recorded December 13, 1979, in the Office of the Recorder of Deeds of Cumberland County in Miscellaneous Book 249, Page 859.
- (b) SUBJECT to rights granted to Riverton Consolidated Water Company, pursuant to a Deed of Easement and Right of Way dated November 20, 1980, recorded February 5, 1981, in the Office of the Recorder of Deeds of Cumberland County in Miscellaneous Book 261, Page 640.

- (c) SUBJECT to rights granted to Pennsylvania Power & Light Company by Agreement dated February 26, 1981, recorded April 14, 1981, in the Office of the Recorder of Deeds of Cumberland County in Miscellaneous Book 263, Page 690.
- (d) SUBJECT to rights granted to Pennsylvania Power & Light Company by Agreement dated September 5, 1972, recorded in the Office of the Recorder of Deeds of Cumberland County in Miscellaneous Book 201, Page 77.
- (e) SUBJECT to existing sanitary sewer easements, existing storm water sewer easements and existing combined sanitary sewer and storm sewer easements, as shown on Plats and Plans, attached hereto.
- (f) SUBJECT to setbacks and conditions as shown on Preliminary Final Resubdivision Plan, Stanford Court Condominium, dated March 3, 1987, recorded in the Office of the Recorder of Deeds of Cumberland County in Plan Book 52, Page 148.
- (g) SUBJECT to a common access easement as shown on the above-described Preliminary Final Resubdivision Plan, Stanford Court Condominium.

Section 1.3 Defined Terms.

Section 1.3.1 Capitalized Terms. Capitalized terms not otherwise defined herein or in the Plats and Plans - Site Plan have the meanings specified in the Pennsylvania Uniform Condominium Act.

Section 1.3.2 Definitions. The following terms are used or defined in general terms in the Pennsylvania Uniform Condominium Act and shall have the specific meaning herein as follows:

- (a) "Association" means the Unit Owners' Association of the Condominium.
- (b) "Building" or "Buildings" " means any Building or Buildings included in the Property.

- (c) "Common Expenses" means expenditures made or liabilities incurred by on behalf of the Association, together with any allocation of reserves.
- (d) "Condominium" means the Condominium described in Section 1.1 above.
- (e) "Convertible Real Estate" means the portion of the flexible Condominium described in Exhibit "C", not within Buildings containing Units, within which additional Units, Limited Common Elements, Reserved Common Elements or all three, may be created. "Convertible Real Estate" shall continue to be Convertible Real Estate so long as Declarants' right to create Units, Common Elements or Reserved Common Elements thereon continues to exist.
- (f) "Declarants" means the Declarants described in Section 1.1 above and all successors to any Special Declarants' Rights.
- (g) "Declaration" means this documents, as may be amended from time to time.
- (h) "Executive Board" means the Executive Board of the Association.
- (i) "Limited Common Elements" means any shutters, doorsteps, stoops, porches, patios, decks, patio fences, and all exterior doors and windows or other fixtures, including exterior lighting fixtures, heat pump evaporator/condenser, designed to serve a single Unit, but located outside the Units's boundaries; any shute, flue, duct, wire, conduit, bearing wall, bearing column or any other fixture lying partially within and partially outside the designated boundaries of the Unit, any portion thereof serving only that Unit; designated parking space for each Unit; the area between patio fences in which the heat pump evaporator/condenser is located is not a Limited Common Element, but is a Common Element.
- (j) "Percentage Interest" means the undivided ownership interest in the Common Elements appurtenant to each Unit as set forth in Exhibit "B" attached as the same may be amended from time to time. "Percentage Interest" is calculated on the basis of area of any Unit as it bears to the area of all Units constructed.

- (k) "Permitted Mortgage" means a first mortgage to (i) the Declarants; (ii) the seller of a Unit; (iii) a bank, trust company, savings bank, savings and loan association, mortgage service company, insurance company, credit union, pension fund, real estate investment trust or like institutional investor or lender; and (iv) any other mortgagee approved by the Executive board. A holder of a Permitted Mortgage is referred to herein as a "Permitted Mortgagee". Notwithstanding the foregoing, a "Permitted Mortgage" shall also mean a purchase money second mortgage from the seller of a Unit and the holder of the purchase money second mortgage shall be a "Permitted Mortgagee".
- (l) "Person" means a natural person, corporation, partnership, association, trust or other entity or any combination thereof.
- (m) "Plats and Plans - Site Plan" means Plats and Plans - Site Plan attached hereto and made part hereof, as the same may be amended from time to time. Plats and Plans - Site Plan are recorded in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania in Plan Book 53, Page 36. Plats and Plans - Site Plan are called "Plats and Plans" herein.
- (n) "Property" means the Property described in Section 1.1 above.
- (o) "Purchaser" means any person, other than Declarants, who by means of a voluntary transfer acquires a legal or equitable interest in a Unit other than a leasehold interest (Including renewal options) of less than 5 years or as security for an obligation.
- (p) "Reserved Common Elements" means portions of the Common Elements designated in this Declaration or designated by the Executive Board as such from time to time.
- (q) "Unit" means a Unit, as described herein and in the Plats and Plans.
- (r) "Unit Owner" means a person who owns a Unit or a person to whom ownership of a Unit has been conveyed. "Unit Owner" does not include a person having an interest in the Unit solely as security for an obligation.

- (s) "Unit Owners' Association" means the organization of the Unit Owners pursuant to Section 3301 of the Act.

ARTICLE II

ALLOCATION OF PERCENTAGE INTEREST, VOTES, AND COMMON EXPENSE LIABILITY; UNIT IDENTIFICATION AND BOUNDARIES; MAINTENANCE RESPONSIBILITIES

Section 2.1 Percentage Interest. Attached as Exhibit "B" hereto is a list of all Units by their Identifying Numbers and the Percentage Interest appurtenant to each Unit. Said Percentage Interest is based on the area of each Unit as it bears to the total area of all Units constructed. Units located in Convertible Real Estate shall be substantially the same as other Units of the Condominium. Declarants reserve the right to modify the area of Units to be constructed. The Common Element interest and Common Expense liability for the Units in the Convertible Real Estate will be allocated to those Units in accordance with the formulas used for the initial allocation.

Section 2.2 Votes and Common Expense Liability. Each Unit shall be allocated the number of votes in the Association equal to the Percentage Interest in the Common Elements as specified in Section 2.1 and Exhibit "B". Voting strength and Common Expense liability shall be as set forth in Exhibit "B" and shall be reallocated from time to time in accordance with this Declaration. Upon completion of any additional Units in Convertible Real Estate, the Percentage Interest in the Common elements, relative voting strength in the Association and Percentage Interest in the Common Elements of each Unit will be decreased as shown on Exhibit "B".

Section 2.3 Unit Boundaries. Each Unit consists of the space within the following boundaries:

- (a) Upper and Lower (Horizontal) Boundaries: The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the vertical boundaries.

- (1) **Upper Boundary.** The horizontal plane of the upper surface of the plasterboard ceiling of the second floor of the Unit.
 - (2) **Lower Boundary.** The horizontal plane of the top surface of the unfinished concrete floor slab of the first floor or the bottom surface of the subfloor of the first floor for Units constructed over Reserved Common Elements hereinafter described.
- (b) **Vertical Boundaries:** The vertical boundaries of the Unit shall be the vertical planes, extended to an intersection with the upper and lower boundaries, of the Unit-side surface of the exterior walls which do not separate the Unit from any other Unit, including front and back exterior walls, and of the center line of the party walls which separate the Unit from other Units. With regard to the Unit-side surface of the exterior wall, this shall include the lath, wallboard, plasterboard, plaster, paint, tiles, wallpaper, as applicable, but shall not include the studs, exterior sheathing, insulation and the exterior finish of the exterior wall. The exterior walls of all Buildings shall be and remain Common Elements.
- (c) **Fireplaces and Chimneys.** Fireplaces, if any, shall be part of the Unit. That portion of the chimney of each Unit below the upper boundary shall be part of the Unit. That portion of the chimney above the upper boundary shall be a Limited Common Element.

Section 2.4 Maintenance Responsibilities. Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary descriptions, Units and Common Elements shall be maintained and repaired by each Unit Owner and the Association in accordance with the provisions of Section 3307 of the Pennsylvania Condominium Act, except as expressly set forth to the contrary herein. Maintenance, repair and replaced of Limited Common Elements shall be the responsibility of the Unit Owner. Maintenance and care of the chimney, if any, including that portion of the chimney above the upper boundary shall be the responsibility of the Unit Owner.

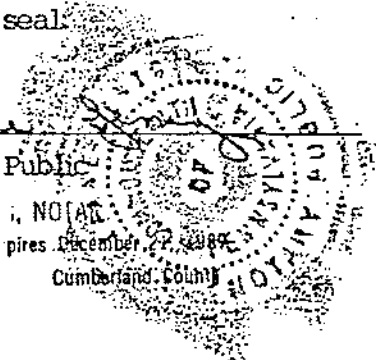
ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF CUMBERLAND :

On this, the 29th day of May, 1987, before me the undersigned officer, personally appeared W. R. Keeley and Ann L. Keeley, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing instrument and acknowledged that they executed the same for the purposes therein contained.

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

Dianna J. ...
Notary Public
DIANNA J. ... NOTARY
My Commission Expires December 31, 1989
Law, PA Cumberland County



Section 2.5 Relocation of Unit Boundaries; Subdivision and Conversion of Units. Relocation of boundaries between Units and subdivision or conversion of Units shall not be permitted. No Units may be created by subdivision or conversions of Units owned by Declarants pursuant to Section 3215 of the Pennsylvania Uniform Condominium Act unless this Declaration is amended. Declarants may modify the area of any Unit to be constructed in Convertible Real Estate.

ARTICLE III
DESCRIPTION, ALLOCATION AND RESTRICTION OF
COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section 3.1 Limited Common Elements. Portions of the Common Elements are designated on the Plats and Plans and in the Declaration as "Limited Common Elements." These portions of the Common Elements include, without limitation, one hundred ten (110) parking spaces located on the Property. All parking spaces not assigned, as hereinafter provided, shall be Common Elements. Declarants reserve the right to assign parking spaces as Limited Common Elements for the exclusive use of Owners to whose Units these parking spaces shall become appurtenant. Declarants may assign such Common Elements as Limited Common Elements parking spaces pursuant to the provisions of Section 3209(c) of the Act by making such assignment in a written instrument of assignment or the deed to the Unit to which such Limited Common Element parking spaces shall be appurtenant or by recording an appropriate amendment to this Declaration. Declarants shall assign as Limited Common Elements two (2) parking spaces for each Unit. Such assignment of parking spaces by Declarants may be to Units owned by Declarants. Upon election by the Unit Owners of a majority of the members of the Executive Board, the right of assignment pursuant to this Section 3.1 shall pass from the Declarants to the Executive Board and Declarants shall no longer have the right to exercise any such right.

Section 3.2 Common Element - Unassigned Parking Spaces. As set forth on Plats and Plans, there are parking spaces located on the Property which are not assigned to Units. These parking spaces are designated as Common Elements. These parking spaces are to accommodate parking for visitors, business invitees and other guests of Unit Owners.

Section 3.3 Designation of Reserved Common Elements. Declarants reserve the right to excavate and construct one (1) basement in each Building, which said basement shall be Reserved Common Elements for use only by those Unit Owners or occupants of Units within the Building over which the basement is constructed. Declarants or Executive Board, as applicable, shall have the right to issue rules and regulations concerning the use of the Reserved Common Elements. No Unit Owner or occupant shall store any item of personal property within the Reserved Common Elements which is flammable, noxious, potentially noxious or any item of personal property otherwise which would create a dangerous or hazardous condition.

ARTICLE IV

EASEMENTS; COMMON ACCESS EASEMENTS AND MAINTENANCE

Section 4.1 Additional Easements. In addition to and in supplementation of the easements provided by Section 3216, Section 3217 and Section 3218 of the Act, the following easements are hereby created:

Section 4.1.1 Declarants' Use for Sales Purposes. Declarants shall have the right to maintain sales offices, management offices and models throughout the Property, including Unit or Units and Common Elements. Declarants reserve the right to place models, management offices and sales offices of any portion of the Property, including Common Elements and Units, in such number, of such size and such location as Declarant deems appropriate. Declarant may from time to time relocate models, management offices and sales offices to a different location with Common Elements. The easement hereby created shall include the right of Declarants to use an existing Unit or Units, to include future Units under construction for the foregoing purposes. Declarants shall not construct any separate building for the purpose of creating sales offices, management offices and models. The number of Units under construction completed that can be used for the foregoing purpose at any time shall not exceed two (2). The size of any model, sales office and management office shall be the same size as a Unit or Units under construction as designated on the Plats and Plans. Declarant shall have the right to maintain signs on the Common Elements advertising the sale or rental of Units.

the rights and obligations of the parties thereto shall be subject to the terms and conditions of the Act and this Declaration and shall be deemed to provide specifically, but not limited to, that the Permitted Mortgagee shall have no right (a) to participate in the adjustment of losses with insurers or in the decisions as to whether or how to repair or restore damage to or destruction to the Property, (b) to receive or apply the proceeds of insurance to the reduction of mortgage debt otherwise, except in the event and to the extent of a distribution thereof to Unit Owners upon the happening of either a termination or of insurance proceeds being received in excess of the cost of repair or restoration, or (c) to accelerate the mortgage debt or to have any other remedies by virtue of waste or alleged waste or other condition occurring anywhere on the Property other than within the affected Unit, and the obligation secured shall be prepayable, without penalty, upon the happening of any termination as aforesaid. No Unit Owner shall deliver any mortgage, or any obligation to be secured thereby, unless it has first notified the Executive Board of the name and address of the proposed mortgagee and of the amount of the debt proposed to be so secured. When such a Permitted Mortgage is delivered to the Permitted Mortgagee, the Unit Owner shall simultaneously provide executed or conformed copies to the Executive Board. Upon receipt of such copy of a permitted Mortgage, the Secretary of the Executive Board shall instruct the insurer of the Property to add the name of the Permitted Mortgagee to the Mortgagee Loss Payable provision of the hazard insurance policy covering the Property and to provide such Permitted Mortgagee's name has been so added. To the extent that the provision of any Permitted Mortgage shall be inconsistent with the requirements of this Article or the Act, said provision shall not be enforceable against the Unit Owner or Unit Owners, Declarants or the Association. The lien of said mortgage shall not be affected but only the inconsistent provisions shall be unenforceable; all other provisions of said mortgage shall be effective and the lien of said mortgage shall be unimpaired. The Secretary shall maintain a register of such Permitted Mortgages, showing the names and addresses of the Permitted Mortgagees and the amount secured thereby.

ARTICLE IX

LEASING

Section 9.1 Restrictions. A Unit Owner may lease or sublease his Unit (but not less than the entire Unit) at any time and from time to time provided that except for a lease

or sublease made by [i] Declarants or [ii] a Permitted Mortgagee which is either in possession or is a purchaser at judicial sale: (1) no Unit may be leased or subleased for transient or motel purposes or for any initial term of less than ninety (90) days; (2) no Unit may be leased or subleased without a written lease or sublease; (3) a copy of such lease or sublease shall be furnished to the Executive Board within ten (10) days after execution thereof; and (4) the rights of any lessee or sublessee of the Unit shall be subject to, and each such lessee and sublessee shall be bound by, the covenants, conditions and restrictions set forth in the Declaration, Bylaws and Rules and Regulations and default 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 annual or special Common Expense Assessments on behalf of the Owner of that Unit.

ARTICLE X

BUDGETS; COMMON EXPENSES; ASSESSMENTS AND APPORTIONMENT

Section 10.1 **Monthly Payments.** All Common Expense annual assessments shall be due and payable in equal monthly installments, in advance, on the first business day of each month. Special assessments shall be due and payable in equal monthly installments, in advance, on the first business day of each month, during such period of time as established by the Executive Board.

Section 10.2 **Subordination of Certain Charges.** Any fees, charges, fines and interest which may be levied by the Executive Board pursuant to Section 3302(a)(10), (11) and (12) of the Act shall be subordinated to the lien or liens of a Permitted Mortgage on a Unit.

ARTICLE XI

RIGHTS OF PERMITTED MORTGAGEES

Section 11.1 **Reports and Notices.** Upon the specific written request of a holder of a Permitted Mortgage on a Unit or its servicer to the Executive Board, the Permitted Mortgagee shall be entitled to receive some or all of the following as designated in the request:

- (a) Copies of budgets, notice of assessment, or any other notices or statements provided under this Declaration by the Executive Board to the Owner of the Unit covered by the mortgage;
- (b) Any audited or unaudited financial statements of the Executive Board which were prepared for the Executive Board and distributed to the Unit Owners;
- (c) Copies of notice of meetings of the Unit Owners and the right to be present at any such meetings by a designated representative;
- (d) Notice of the decision of the Unit Owners to make any material amendment to this Declaration;
- (e) Notice of substantial damage to or destruction of any Unit, in excess of \$5,000.00 or any part of the Common Elements, in excess of \$10,000.00;
- (f) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Property;
- (g) Notice of any default of the Owner of the Unit which is the subject of the mortgage, where such default is not cured by the Unit owner within thirty (30) days after the giving of notice by the Association to the Unit Owner of the existence of the default;
- (h) The right to examine the books and records of the Executive Board at any reasonable time;
- (i) Notice of any decision by the Executive Board to hire professional management of the Property.

The request of the mortgagee or its servicer shall specify which of the above items it desires and shall indicate the address to which any notices or documents shall be sent by the Executive Board. The Executive Board need not inquire into the validity of any request made by a mortgagee hereunder and in the event of multiple requests from

purported mortgagees of the same Unit, the Executive Board shall honor the most recent request received.

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

ARTICLE XII DECLARANTS' RIGHTS

Section 12.1 Control

- (a) Until the sixtieth (60th) day after conveyance of twenty-five (25%) percent of the Units to Unit Owners other than Declarants, not less than twenty-five (25%) percent of the Executive Board shall be elected by Unit Owners other than Declarants.
- (b) Not later than sixty (60) days after conveyance of fifty (50%) percent of the Units to Unit Owners other than Declarants, not less than thirty-three and one-third (33 1/3%) percent of the members of the Executive Board shall be elected by Unit Owners other than Declarants.
- (c) Not later than the earlier of (i) seven (7) years after the date of the recording of this Declaration, or (ii) one hundred (180) days after seventy-five (75%) percent of the Units are conveyed to Unit Owners other than the Declarants, all members of the Executive Board shall resign and the Unit Owners (including Declarants to the extent of Units owned by Declarants) shall elect a new five member Executive Board, at least a majority of whom must be Unit Owners.
- (d) In determining whether the period of Declarants' control has terminated pursuant to Section 12.1(c) or whether Unit Owners other than Declarants are entitled to elect members of the Executive Board under Section 12.1(a) and Section 12.1(b), the percentage of Units conveyed shall be that percentage which would have been conveyed if all Units Declarants have built or reserved the right to build in this Declaration were included in the Condominium.

Section 12.2 Additional Declarants' Rights. Notwithstanding any other provisions herein or in the Bylaws for so long as Declarants continues to own any of the Units, the following provisions shall be deemed to be in full force and effect, none of which shall be construed so as to relieve Declarant of any obligation as a Unit Owner to pay assessments as to each Unit owned by Declarants in accordance with this Declaration and the Bylaws after conveyance of Unit as herein provided.

- (a) Declarants shall have the right at any time to sell, transfer, lease, sublease or relet any Unit which Declarants continues to own after this Declaration has been recorded, without regard to any restrictions relating to sale, transfer, lease, or form of lease, contained herein or in the Bylaws and without the consent or approval of the Executive Board or any other Unit Owner being required.
- (b) Declarants shall have the right to transact on the Property any business necessary to consummate the sale or leasing of Units, including, but not limited to, the right to maintain sales offices, management offices, models, display signs and to use the Common Elements, as herein provided in Section 4.1.1 and Section 4.1.4.
- (c) During the period of time in which the Building and Units are under construction by Declarants and not completed, no Assessments or Common Expenses shall be made against Declarants as the Owner of Units which have not been completed until the completion thereof and the first Unit in any Building has been sold and title thereto transferred to a third party purchaser.
- (d) Declarants shall have the right to modify the area of Units constructed or Units to be constructed and shall have the right to reallocate the Percentage Interest based on the area of the Units.

Section 12.3 Transfer of Declarants' Rights. Declarants reserves the right pursuant to Section 3304 of the Pennsylvania Uniform Condominium Act to transfer Declarants' rights.

ARTICLE XIII
MISCELLANEOUS

Section 13.1 Invalidity. The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration and, in such event, all other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

Section 13.2 Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

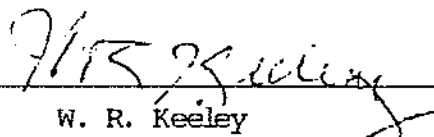
Section 13.3 Gender. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural and vice versa, whenever the context so requires.

IN WITNESS WHEREOF, the W. R. Keeley and Ann L. Keeley, his wife, have caused this Declaration to be executed the day and year first above written.

WITNESS:

DECLARANTS:



 (SEAL)
W. R. Keeley



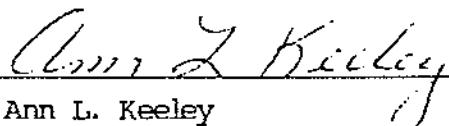
 (SEAL)
Ann L. Keeley

EXHIBIT "A"
LEGAL DESCRIPTION

ALL that certain parcel of land situate in the Township of Hampden, County of Cumberland and Commonwealth of Pennsylvania, more particularly bounded and described as follows:

BEGINNING at at point on the northern legal right-of-way line of Stephen's Crossing, which point is at the northeastern corner of Lot No. 82, Plan No. 4 of The Village of Westover; thence along the said Lot North 12 degrees 24 minutes 41 seconds West, 115 feet to a point on the southeastern corner of a Plan of Lots known as Plan No. 9 of The Village of Westover; thence along the said Plan No. 9, the following seven (7) courses and distances: (1) North 10 degrees 28 minutes West, 72.52 feet; (2) North 07 degrees 57 minutes West, 115.01 feet; (3) North 32 degrees 33 minutes West, 122.55 feet; (4) North 56 degrees 07 minutes 32 seconds West, 122.56 feet; (5) North 86 degrees 42 minutes 12 seconds West, 120.39 feet; (6) South 80 degrees 31 minutes 40 seconds West, 118.29 feet; (7) South 52 degrees 06 minutes 20 seconds West, 119.30 feet to a point on Park lands of Hampden Township; thence along the said Park the following ten (10) courses and distances: (1) North 32 degrees 39 minutes 40 seconds West, 92.65 feet; (2) North 10 degrees 38 minutes 20 seconds West, 116.86 feet; (3) thence in a northerly direction on a curve to the right having a radius of 50.00 feet, an arc distance of 83.48 feet; (4) North 85 degrees 01 minute 20 seconds East, 301.27 feet; (5) South 86 degrees 29 minutes 20 seconds East, 440.83 feet; (6) South 75 degrees 41 minutes 40 seconds East, 206.43 feet; (7) South 65 degrees 52 minutes East, 190.73 feet; (8) South 10 degrees 25 minutes East, 145.00 feet; (9) thence in a southerly direction on a curve to the right having a radius of 40.00 feet, an arc distance of 62.83 feet; and (10) South 79 degrees 35 minutes West, 126.66 feet to a point at the northeast corner of Lot No. 1 on the hereinafter described Subdivision Plan; thence along the eastern line of said Lot No. 1 North 10 degrees 25 minutes West a distance of 113.24 feet to a point; thence continuing along the northeastern line of said Lot No. 1, North 50 degrees 47 minutes 44 seconds West a distance of 65.89 feet; thence continuing along the northern line of said Lot No. 1 North 75 degrees 33 minutes 30 seconds West a distance of 237.08 feet to a point; thence by a curve to the left having a radius of 100 feet, an arc distance of 202.96 feet to a point; thence continuing along the western line of said Lot No. 1 the following three (3) courses and distances: (1) South 11 degrees 50 minutes 34 seconds East a distance of 197.71 feet; (2) South 19 degrees 25 minutes 41 seconds East a distance of 57.88 feet; and (3) South 10 degrees 25 minutes 00 seconds East a distance of 130.00 feet to a point on the northern legal right-of-way line of Stephen's Crossing; thence along the northern legal right-of-way line of Stephen's Crossing South 79 degrees 35 minutes 00 seconds West a distance of 45.85 feet to a point; thence continuing along the northern legal right-of-way line of Stephen's Crossing by a curve to the left having a radius of 550 feet an arc distance of 19.15 feet to a point, the place of BEGINNING.

CONTAINING 5.679 acres.

EXHIBIT "A"

BEING Lot No. 2, Preliminary Final Subdivision Plan, Stanford Court Condominium, dated March 3, 1987, recorded in the Office of the Recorder of Deeds of Cumberland County in Plan Book 52, Page 148.

BEING part of the same premises which Pennsboro Homes, Inc., by its deed dated October 27, 1980, recorded October 27, 1980, in the Office of the Recorder of Deeds of Cumberland County in Deed Book E, Volume 29, Page 187, granted and conveyed unto W. R. Keeley and Ann L. Keeley, his wife, Declarants; and being the same premises which Pennsboro Homes, Inc., by its corrected deed dated August 21, 1981, recorded August 21, 1981, in the Office of the Recorder of Deeds of Cumberland County in Deed Book M, Volume 29, Page 490, granted and conveyed unto W. R. Keeley and Ann L. Keeley, his wife, Declarants.

EXHIBIT "A"

EXHIBIT "B"

PERCENTAGE INTEREST IN COMMON ELEMENTS
AND
SCHEDULE OF REALLOCATION

BUILDING 1 (Existing)

<u>Unit Identifying Number</u>	<u>Area of Unit</u> (square feet)	<u>Percentage Interest</u>
1-A	1063.48	2.49 %
1-B	1097.90	2.57 %
1-C	1097.90	2.57 %
1-D	1097.90	2.57 %
1-E	1097.90	2.57 %
1-F	1097.90	2.57 %
1-G	1097.90	2.57 %
1-H	1097.90	2.57 %
1-I	1097.90	2.57 %
1-J	1063.48	2.49 %

TOTAL BUILDING AREA: 10,910.18 square feet

BUILDING 3 (Existing)

<u>Unit Identifying Number</u>	<u>Area of Unit</u> (square feet)	<u>Percentage Interest</u>
3-A	1063.48	2.49 %
3-B	1097.90	2.57 %
3-C	1097.90	2.57 %
3-D	1097.90	2.57 %
3-E	1097.90	2.57 %
3-F	1097.90	2.57 %
3-G	1097.90	2.57 %
3-H	1097.90	2.57 %
3-I	1097.90	2.57 %
3-J	1063.48	2.49 %

TOTAL BUILDING AREA: 10,910.18 square feet

BUILDING 4 (Existing)

<u>Unit Identifying Number</u>	<u>Area of Unit (square feet)</u>	<u>Percentage Interest</u>
4-A	1063.48	2.49 %
4-B	1097.90	2.57 %
4-C	1097.90	2.57 %
4-D	1097.90	2.57 %
4-E	1097.90	2.57 %
4-F	1097.90	2.57 %
4-G	1097.90	2.57 %
4-H	1063.48	2.49 %

TOTAL BUILDING AREA: 8,714.36 square feet

BUILDING 5 (Existing)

<u>Unit Identifying Number</u>	<u>Area of Unit (square feet)</u>	<u>Percentage Interest</u>
5-A	1506.56	3.52 %
5-B	1536.00	3.58 %
5-C	1536.00	3.58 %
5-D	1536.00	3.58 %
5-E	1536.00	3.58 %
5-F	1536.00	3.58 %
5-G	1536.00	3.58 %
5-H	1506.56	3.52 %

TOTAL BUILDING AREA: 12,229.12 square feet

BUILDING 2 (Need Not Be Built)*
CRE I

<u>Unit Identifying Number</u>	<u>Area of Unit (square feet)</u>	<u>Percentage Interest</u>
2-A	1506.56	3.08 %
2-B	1536.00	3.14 %
2-C	1536.00	3.14 %
2-D	1506.56	3.08 %

TOTAL BUILDING AREA: 6,085.12 feet

* When Building 2 is completed, an amendment to Plats and Plans and the Declaration (this Exhibit) will be recorded and the Percentage Interest for all Units will be reallocated based on the area of each constructed Unit as it bears to the total of the area of all constructed Units.

BUILDING 6 (Need Not Be Built)*
CRE II

<u>Unit Identifying Number</u>	<u>Area of Unit (square feet)</u>	<u>Percentage Interest</u>
6-A	1506.56	2.53 %
6-B	1536.00	2.58 %
6-C	1536.00	2.58 %
6-D	1536.00	2.58 %
6-E	1536.00	2.58 %
6-F	1536.00	2.58 %
6-G	1506.56	2.53 %

TOTAL BUILDING AREA (Proposed): 10,693.12 square feet

* When Building 6 is completed, an amendment to Plats and Plans and the Declaration (this Exhibit) will be recorded and the Percentage Interest for all Units will be reallocated based on the area of each constructed Unit as it bears to the total of the area of all constructed Units.

BUILDING 7 (Need Not Be Built)*
CRE III

<u>Unit Identifying Number</u>	<u>Area of Unit (square feet)</u>	<u>Percentage Interest</u>
7-A	1506.56	2.19 %
7-B	1536.00	2.24 %
7-C	1536.00	2.24 %
7-D	1536.00	2.24 %
7-E	1536.00	2.24 %
7-F	1506.56	2.19 %

TOTAL BUILDING AREA (Proposed): 9,157.12 square feet

The foregoing schedule of reallocation of Percentage Interest is based on the anticipated order of construction of the Buildings; however, Declarants reserve the right to amend this Exhibit and to reallocate the Percentage Interest from time to time to reflect the actual order of construction of Buildings to be located within Convertible Real Estate.

Declarant specifically reserves the right to change the anticipated Percentage Interest of the Units if the area of any Unit exceeds that of a typical Unit. Declarant, pursuant to Section 2.1, Section 2.2 and Section 6.3 of this Declaration, as amended, has reserved the right to modify the area of any Unit constructed or to be constructed. In the event that Declarant modifies the area of any Unit constructed or to be constructed, then the Percentage Interest, as set forth in this Exhibit, shall be modified so that the Percentage Interest of the Units is calculated on the basis of any specific Unit to the area of all Units built in the project.

EXHIBIT "C"

LEGAL DESCRIPTION FOR CONVERTIBLE REAL ESTATE

CONVERTIBLE REAL ESTATE I:

BEGINNING at a point on the southern line of the "Park Area", Plan No. 11, The Village of Westover, as shown on Plats and Plans, Stanford Court Condominium; thence South 40 degrees 59 minutes 56 seconds West 100.53 feet; thence by a curve to the left having a radius of 60 feet, an arc distance of 20.02 feet to a point; thence North 75 degrees 33 minutes 30 seconds West 115.74 feet to a point; thence North 14 degrees 29 minutes 02 seconds East 107.61 feet to a point on the southern line of the "Park Area", aforesaid; thence along said "Park Area" South 75 degrees 41 minutes 40 seconds East a distance of 40.93 feet to a point; thence still along said "Park Area" South 65 degrees 52 minutes East 140.73 feet to a point, the place of BEGINNING.

CONTAINING .367 acres.

CONVERTIBLE REAL ESTATE II:

BEGINNING at a point on the southern line of the "Park Area", Plan No. 11, The Village of Westover, as shown on Plats and Plans, Stanford Court Condominium; thence South 02 degrees 07 minutes 03 seconds East 108.91 feet to a point; thence South 87 degrees 52 minutes 57 seconds West 168.93 feet to a point; thence by a curve to the right having a radius of 60 feet, an arc distance of 82.97 feet to a point; thence North 04 degrees 58 minutes 40 seconds West 58.98 feet to a point on the southern line of the "Park Area", aforesaid; thence along said "Park Area" North 85 degrees 01 minute 20 seconds East 183.29 feet to a point; thence still along said "Park Area" South 86 degrees 29 minutes 20 seconds East 50.36 feet to a point, the place of BEGINNING.

CONTAINING .534 acres.

CONVERTIBLE REAL ESTATE III:

BEGINNING at a point on the southern line of the "Park Area", Plan No. 11, The Village of Westover, as shown on Plats and Plans, Stanford Court Condominium; thence South 04 degrees 58 minutes 40 seconds East 58.98 feet to a point; thence by a curve to the left having a radius of 60 feet, an arc distance of 177.38 feet to a point; thence South 05 degrees 38 minutes 16 seconds West 10 feet to a point at the northern corner of Lot No. 173, Plan No. 9, The Village of Westover; thence along said Lot No. 173 South 52 degrees 06 minutes 20 seconds West 119.30 feet to a point on the eastern line of the "Park Area", aforesaid; thence along said "Park Area" the following four (4) courses and distances: (1) North 32 degrees 39 minutes 40 seconds West 92.65 feet; (2) North 10 degrees 38 minutes 20 seconds West 116.86 feet; (3) by a curve to the right having a radius of 50 feet, an arc distance of 83.48 feet; (4) North 85 degrees 01 minute 20 seconds East 117.98 feet to a point, the place of BEGINNING.

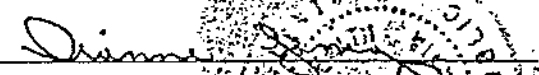
CONTAINING .659 acres.

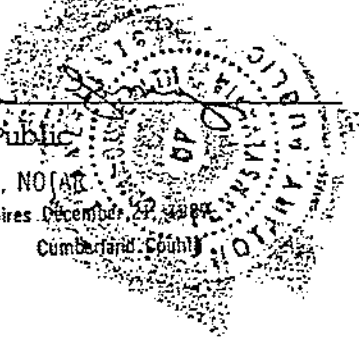
ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF CUMBERLAND :

On this, the 29th day of May, 1987, before me the undersigned officer, personally appeared W. R. Keeley and Ann L. Keeley, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing instrument and acknowledged that they executed the same for the purposes therein contained.

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


Notary Public
DIANNE J. NOACK
My Commission Expires December 29, 1988
Lancaster, PA Cumberland County



BUILDING 6 (Need Not Be Built)*
CRE II

<u>Unit Identifying Number</u>	<u>Area of Unit (square feet)</u>	<u>Percentage Interest</u>
6-A	1506.56	2.53 %
6-B	1536.00	2.58 %
6-C	1536.00	2.58 %
6-D	1536.00	2.58 %
6-E	1536.00	2.58 %
6-F	1536.00	2.58 %
6-G	1506.56	2.53 %

TOTAL BUILDING AREA (Proposed): 10,693.12 square feet

* When Building 6 is completed, an amendment to Plats and Plans and the Declaration (this Exhibit) will be recorded and the Percentage Interest for all Units will be reallocated based on the area of each constructed Unit as it bears to the total of the area of all constructed Units.

BUILDING 7 (Need Not Be Built)*
CRE III

<u>Unit Identifying Number</u>	<u>Area of Unit (square feet)</u>	<u>Percentage Interest</u>
7-A	1506.56	2.19 %
7-B	1536.00	2.24 %
7-C	1536.00	2.24 %
7-D	1536.00	2.24 %
7-E	1536.00	2.24 %
7-F	1506.56	2.19 %

TOTAL BUILDING AREA (Proposed): 9,157.12 square feet

The foregoing schedule of reallocation of Percentage Interest is based on the anticipated order of construction of the Buildings; however, Declarants reserve the right to amend this Exhibit and to reallocate the Percentage Interest from time to time to reflect the actual order of construction of Buildings to be located within Convertible Real Estate.

Declarant specifically reserves the right to change the anticipated Percentage Interest of the Units if the area of any Unit exceeds that of a typical Unit. Declarant, pursuant to Section 2.1, Section 2.2 and Section 6.3 of this Declaration, as amended, has reserved the right to modify the area of any Unit constructed or to be constructed. In the event that Declarant modifies the area of any Unit constructed or to be constructed, then the Percentage Interest, as set forth in this Exhibit, shall be modified so that the Percentage Interest of the Units is calculated on the basis of any specific Unit to the area of all Units built in the project.

EXHIBIT "C"

LEGAL DESCRIPTION FOR CONVERTIBLE REAL ESTATE

CONVERTIBLE REAL ESTATE I:

BEGINNING at a point on the southern line of the "Park Area", Plan No. 11, The Village of Westover, as shown on Plats and Plans, Stanford Court Condominium; thence South 40 degrees 59 minutes 56 seconds West 100.53 feet; thence by a curve to the left having a radius of 60 feet, an arc distance of 20.02 feet to a point; thence North 75 degrees 33 minutes 30 seconds West 115.74 feet to a point; thence North 14 degrees 29 minutes 02 seconds East 107.61 feet to a point on the southern line of the "Park Area", aforesaid; thence along said "Park Area" South 75 degrees 41 minutes 40 seconds East a distance of 40.93 feet to a point; thence still along said "Park Area" South 65 degrees 52 minutes East 140.73 feet to a point, the place of BEGINNING.

CONTAINING .367 acres.

CONVERTIBLE REAL ESTATE II:

BEGINNING at a point on the southern line of the "Park Area", Plan No. 11, The Village of Westover, as shown on Plats and Plans, Stanford Court Condominium; thence South 02 degrees 07 minutes 03 seconds East 108.91 feet to a point; thence South 87 degrees 52 minutes 57 seconds West 168.93 feet to a point; thence by a curve to the right having a radius of 60 feet, an arc distance of 82.97 feet to a point; thence North 04 degrees 58 minutes 40 seconds West 58.98 feet to a point on the southern line of the "Park Area", aforesaid; thence along said "Park Area" North 85 degrees 01 minute 20 seconds East 183.29 feet to a point; thence still along said "Park Area" South 86 degrees 29 minutes 20 seconds East 50.36 feet to a point, the place of BEGINNING.

CONTAINING .534 acres.

CONVERTIBLE REAL ESTATE III:

BEGINNING at a point on the southern line of the "Park Area", Plan No. 11, The Village of Westover, as shown on Plats and Plans, Stanford Court Condominium; thence South 04 degrees 58 minutes 40 seconds East 58.98 feet to a point; thence by a curve to the left having a radius of 60 feet, an arc distance of 177.38 feet to a point; thence South 05 degrees 38 minutes 16 seconds West 10 feet to a point at the northern corner of Lot No. 173, Plan No. 9, The Village of Westover; thence along said Lot No. 173 South 52 degrees 06 minutes 20 seconds West 119.30 feet to a point on the eastern line of the "Park Area", aforesaid; thence along said "Park Area" the following four (4) courses and distances: (1) North 32 degrees 39 minutes 40 seconds West 92.65 feet; (2) North 10 degrees 38 minutes 20 seconds West 116.86 feet; (3) by a curve to the right having a radius of 50 feet, an arc distance of 83.48 feet; (4) North 85 degrees 01 minute 20 seconds East 117.98 feet to a point, the place of BEGINNING.

CONTAINING .659 acres.

20

RECORDED - OFFICE OF THE
RECORDER OF DEEDS
CUMBERLAND COUNTY, PA.
'88 JUL 5 PM 1 03

SECOND AMENDMENT TO DECLARATION
STANFORD COURT CONDOMINIUM II

THIS SECOND AMENDMENT TO DECLARATION, made this 6th day of June, 1988, by W. R. KEELEY and ANN L. KEELEY, his wife, of Hampden Township, Cumberland County, Pennsylvania, Declarants, pursuant to Declaration, dated May 29, 1987, recorded in the Office of the Recorder of Deeds of Cumberland County in Miscellaneous Book 334, Page 905, submitting to the provisions of the Pennsylvania Uniform Condominium Act, a condominium project known as Stanford Court Condominium II; the said W. R. Keeley and Ann L. Keeley, his wife, hereinafter referred to as "Declarants".

WITNESSETH:

WHEREAS, Declarants, as set forth above, have previously recorded a Declaration, dated May 29, 1987, submitting real estate, described in said Declaration, including all easements, rights and appurtenances thereto and the buildings and improvements erected or to be erected thereon to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa.C.S.A. §§ 3301 et. seq. and thereby created with respect to the real estate as described in said Declaration a flexible condominium known as "Stanford Court Condominium II"; and

WHEREAS, as set forth above, said Declaration was recorded on June 3, 1987, in the Office of the Recorder of Deeds of Cumberland County in Miscellaneous Book 334, Page 905; and

WHEREAS, the First Amendment to Declaration, dated February 11, 1988, was recorded on February 12, 1988, in the Office of the Recorder of Deeds of Cumberland County in Miscellaneous Book 346, Page 314; and

WHEREAS, Plans and Plans-Site Plan, Stanford Court Condominium II, dated May 28, 1987, was recorded in the Office of the Recorder of Deeds of Cumberland County on June 3, 1987, in Plan Book 53, Page 36; and

WHEREAS, First Amendment to Plans and Plans, Stanford Court Condominium II, dated

February 11, 1988, was recorded in the Office of the Recorder of Deeds of Cumberland County on February 12, 1988 in Plan Book 54, Page 136; and

WHEREAS, Building 2, together with the four (4) Units therein constructed, and Building 7, together with the six (6) Units therein constructed, are now substantially completed and Declarants now desire to further amend the Declaration, to include the Plats and Plans-Site Plan, to convert Convertible Real Estate I and Convertible Real Estate III to Units and Limited Common Elements.

NOW, THEREFORE, Declarants, pursuant to Article V of the Declaration, provide as follows:

Section 1. Conversion of Convertible Real Estate I and Convertible Real Estate III. Declarants hereby convert Convertible Real Estate I, containing .367 acres, and Convertible Real Estate III, containing .659 acres, to Units and Limited Common Elements as hereinafter described. Said Convertible Real Estate I, containing .367 acres and Convertible Real Estate III containing 6.59 acres, is more particularly bound and described in Exhibit "C" of the Declaration, dated May 29, 1987, recorded on June 3, 1987, in the Office of the Recorder of Deeds of Cumberland County in Miscellaneous Book 334, Page 905 and in Plats and Plans-Site Plan, Stanford Court Condominium II, dated May 28, 1987, recorded June 3, 1987, in the Office of the Recorder of Deeds of Cumberland County in Plan Book 53, Page 36.

Section 2. Creation and Identification of Additional Units. Declarants hereby create four (4) additional Condominium Units in Building 2 and six (6) additional Condominium Units in Building 7, which said Units shall be identified as follows:

Unit Identifying Numbers

2-A

2-B

2-C

2-D

BOOK 351 PAGE 832

- 2 -

7-A
7-B
7-C
7-D
7-E
7-F

Section 3. Reallocation of Percentage Interest. Pursuant to Section 2.1 of the Declaration, and upon the recording of this Second Amendment to Declaration, the Percentage Interest of each of the Units presently constructed is hereby reallocated as set forth in Exhibit "A", attached hereto and incorporated herein by reference. Said Percentage Interest, as reallocated in accordance with Exhibit "A" is based on the area of fifty-three (53) Units which are presently constructed.

Section 4. Votes and Common Expense Liability. Each Unit in Building 1, Building 2, Building 3, Building 4, Building 5, Building 6 and Building 7 shall be allocated the number of votes in the Association equal to the Percentage Interest in the Common Elements as specified in Exhibit "A", attached hereto. Voting strength and Common Expense Liability shall be equal to the Percentage Interest in Common Elements.

Section 5. Description of Units and Common Elements. Units and Common Elements formed out of Convertible Real Estate I and Convertible Real Estate III are described on the Second Amendment to Plats and Plans-Site Plan, Stanford Court Condominium, which said Second Amendment to Plats and Plans is recorded in the Office of the Recorder of Deeds of Cumberland County in Plan Book 55, Page 120.

Section 6. Balance of Declaration. All the terms and provisions of the Declaration for Stanford Court Condominium II, dated May 29, 1987, recorded June 3, 1987, in the Office of the Recorder of Deeds of Cumberland County in Miscellaneous Book 334, Page 905, as amended, shall be and remain in effect and said Declaration, as amended, shall only be further amended as specifically herein provided.



Section 7. Balance of Plats and Plans. Plats and Plans-Site Plan, Stanford Court Condominium II, dated May 28, 1987, recorded June 3, 1987, in the Office of the

Recorder of Deeds of Cumberland County in Plan Book 53, Page 56, as amended by First Amendment to Plats and Plan-Site Plans, Stanford Court Condominium II, dated February 11, 1988, recorded February 12, 1988, in the Office of the Recorder of Deeds of Cumberland County in Plan Book 54, Page 136, shall be and remain in effect and shall only be amended as specifically herein provided and as specifically provided in this Second Amendment to Plats and Plans-Site Plan, Stanford Court Condominium II, dated May 20, 1988, recorded July 5, 1988, in the Office of the Recorder of Deeds of Cumberland County in Plan Book 53, Page 120.

8. Effective Date. The effective date of this Second Amendment to Declaration shall be the date of recording.

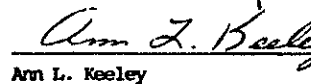
IN WITNESS WHEREOF, W. R. Keeley and Ann L. Keeley, his wife, have caused this Second Amendment to Declaration to be execute in accordance with provisions of the Pennsylvania Uniform Condominium Act and the Declaration as of the date and year first-above written.

WITNESS:

DECLARANTS:

 (SEAL)
W. R. Keeley

 (SEAL)
Ann L. Keeley

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: 661
COUNTY OF CUMBERLAND :

On this, the 6th day of June, 1988, before me, the undersigned officer, personally appeared W. R. Keeley and Ann L. Keeley, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed on the foregoing Second Amendment to Declaration and acknowledge that they executed the same for the purposed therein contained.

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

Nira June Davis
Notary Public

NIRA JUNE DAVIS, NOTARY PUBLIC
LEMOYNE BORO, CUMBERLAND COUNTY
BY COMMISSION EXPIRES OCT 15, 1993
Member, Pennsylvania Association of Notaries

BOOK 351 PAGE 835

EXHIBIT "A"
PERCENTAGE INTEREST IN COMMON ELEMENTS
AND
SCHEDULE OF REALLOCATION

Building 1 (Existing)

<u>Unit Identifying Number</u>	<u>Area of Unit (square feet)</u>	<u>Percentage Interest</u>
1-A	1063.48	1.548%
1-B	1097.90	1.598%
1-C	1097.90	1.598%
1-D	1097.90	1.598%
1-E	1097.90	1.598%
1-F	1097.90	1.598%
1-G	1097.90	1.598%
1-H	1097.90	1.598%
1-I	1097.90	1.598%
1-J	1063.48	1.548%

TOTAL BUILDING AREA: 10,910.18 square feet

BUILDING 2 (Existing)

<u>Unit Identifying Number</u>	<u>Area of Unit (square feet)</u>	<u>Percentage Interest</u>
2-A	1506.56	2.192%
2-B	1536.00	2.236%
2-C	1536.00	2.236%
2-D	1506.56	2.192%

TOTAL BUILDING AREA: 6,085.12 square feet

BUILDING 3 (Existing)

<u>Unit Identifying Number</u>	<u>Area of Unit (square feet)</u>	<u>Percentage Interest</u>
3-A	1063.48	1.548%
3-B	1097.90	1.598%
3-C	1097.90	1.598%
3-D	1097.90	1.598%
3-E	1097.90	1.598%
3-F	1097.90	1.598%
3-G	1097.90	1.598%
3-H	1097.90	1.598%
3-I	1097.90	1.598%
3-J	1063.48	1.548%

TOTAL BUILDING AREA: 10,910.18 square feet

BUILDING 4 (Existing)

<u>Unit Identifying Number</u>	<u>Area of Unit (square feet)</u>	<u>Percentage Interest</u>
4-A	1063.48	1.548%
4-B	1097.90	1.598%
4-C	1097.90	1.598%
4-D	1097.90	1.598%
4-E	1097.90	1.598%
4-F	1097.90	1.598%
4-G	1097.90	1.598%
4-H	1063.48	1.548%

TOTAL BUILDING AREA: 8,714.36 square feet

BUILDING 5 (Existing)

<u>Unit Identifying Number</u>	<u>Area of Unit (square feet)</u>	<u>Percentage Interest</u>
5-A	1506.56	2.192%
5-B	1536.00	2.236%
5-C	1536.00	2.236%
5-D	1536.00	2.236%
5-E	1536.00	2.236%
5-F	1536.00	2.236%
5-G	1536.00	2.236%
5-H	1506.56	2.192%

TOTAL BUILDING AREA: 12,229.12 square feet

BUILDING 6 (Existing)

<u>Unit Identifying Number</u>	<u>Area of Unit (square feet)</u>	<u>Percentage Interest</u>
6-A	1506.56	2.192%
6-B	1536.00	2.236%
6-C	1536.00	2.236%
6-D	1536.00	2.236%
6-E	1536.00	2.236%
6-F	1536.00	2.236%
6-G	1506.56	2.192%

TOTAL BUILDING AREA: 10,693.12 square feet

BUILDING 7 (Existing)
CRE III

<u>Unit Identifying Number</u>	<u>Area of Unit (square feet)</u>	<u>Percentage Interest</u>
7-A	1506.56	2.192%
7-B	1536.00	2.236%
7-C	1536.00	2.236%
7-D	1536.00	2.236%
7-E	1536.00	2.236%
7-F	1506.56	2.192%

TOTAL BUILDING AREA: 9,157.12 square feet

State of Pennsylvania) SS
County of Cumberland)
Recorded in the office for the recording of Deeds
etc., in and for Cumberland County, Pa.
in Book 351 Vol. 5 Page 831
witness my hand and seal of office
this 5th day of August 1951
Clerk

BOOK 351 PAGE 838

10558 lg

10-18-1323-082

OUT

AMENDMENT TO DECLARATION
OF THE STANFORD COURT CONDOMINIUM II ASSOCIATION



This Amendment of Declaration, made this 2nd day of May, 2016, by the Stanford Court Condominium II Association, an unincorporated association, of Hampden Township, Cumberland County, Pennsylvania, hereinafter called Association,

WITNESSETH:

WHEREAS, the Unit Owners of Stanford Court Condominium II Association, acting through the Association, desire to amend the Declaration, originally dated May 29, 1987, and recorded in the Office of the Recorder of Deeds for Cumberland County in Miscellaneous Book 334, Page 905; and

WHEREAS, the Unit Owners, acting through the Association desire to amend Article IX of the Declaration by adding Section 9.1 entitled "Restrictions."

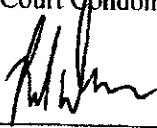
Section 9.1 Restrictions Governing Rental of Units:

1. Introduction: In the interest of protecting Homeowner's and their families, preserving property values and enhancing the quality of life within the community, the Association has developed a standard set of rules and procedures addressing the rental/leasing of homes within the community. The following material outlines the rules, requirements and responsibilities of homeowners wishing to rent or lease properties within the Standard Court Condominium II Association.
2. FHA Statement: Nothing in this policy is intended to act to discriminate against any protected class, to wrongfully deprive anyone of housing or to violate any provision of the Fair Housing Act (FHA).
3. Definitions:
 - a. Association – Stanford Court Condominium II Association
 - b. Rental(s) – Any home/property within the Association that is rented, leased or occupied by residents other than the legal Unit Owner.
 - c. Landlord – The legal Unit Owner that is leasing or renting their property.
 - d. Tenant – The resident that is leasing or renting from the legal Unit Owner.
 - e. Future Homeowners – Homeowners who purchase a property within the Association after these rules and regulations are adopted.
4. Association's Limit on Rental Units: The Association limits the total number of homes that may be rented. This limit is set at 33%, which is seventeen (17) of the fifty-three (53) units within the community. This limit is set to meet mortgage market restrictions, to help insure that the best mortgage rates are available and to achieve protections expressed in Section 1 above. The limit also intends to prevent community deterioration due to too few owner-occupants residing in the community.

5. Rules and Restrictions Governing Rental of Units:
- a. All Unit Owners who rent or are considering renting their home are subject to these Rules and Regulations. This condition also pertains to instances where the Unit Owner rents to a family member.
 - b. A copy of any and all lease agreements must be sent to the Board and kept on file by the Secretary.
 - c. For those units that are rented, all Unit Owners shall have their tenant sign an addendum to the lease stating that the tenant has been provided with a copy of the Association's Declaration and Bylaws and all Rules and Regulations. By signing this addendum, the landlord warrants that his tenant shall abide by all provisions of the Declaration and Bylaws, and any amendments thereto, and Rules and Regulations and, further, that the landlord is responsible for its tenant's failure to do so.
 - d. No individual, spousal set, corporation or entity may own more than three (3) units at any one time.
6. As of the effective date of this amendment, any Unit Owner who uses his unit as a rental property shall be entitled to continue to use that unit as a rental property. However, those landlords and tenants are still bound by the Declaration and all rentals must be in full compliance with the terms and conditions set forth here in above.
7. The foregoing Amendment to Section 11 of Article V of the Declaration was duly adopted at a special meeting of the Association by the affirmative vote of Seventy (70%) percent of the Unit Owners.
8. These rules and restrictions governing the rental of units may be amended and augmented, from time to time, by Rules and Regulations adopted by the Executive Board.
9. The President of the Association is authorized to execute this Amendment.
10. This Amendment shall become effective upon recording.

IN WITNESS WHEREOF, the undersigned, President of the Executive Board of the Stanford Court Condominium II Association, has caused the Amendment to be executed herewith.

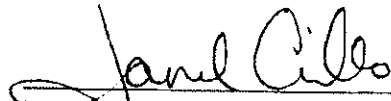
Stanford Court Condominium II Association

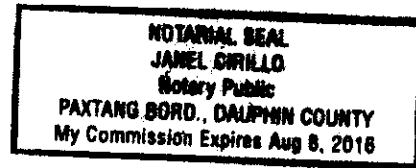
By:  (SEAL)
ROBERT D. MALPASS, President

COMMONWEALTH OF PENNSYLVANIA :
 : SS.
COUNTY OF CUMBERLAND :

On this, the 2 day of May, 2016, before me, the undersigned officer, personally appeared Robert D. Malpass, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

 (SEAL)
Notary Public



**TAMMY SHEARER
RECORDER OF DEEDS
CUMBERLAND COUNTY
1 COURTHOUSE SQUARE
CARLISLE, PA 17013
717-240-6370**



Instrument Number - 201610558

Recorded On 5/5/2016 At 11:33:27 AM

*** Total Pages - 4**

*** Instrument Type - AMENDMENT**

Invoice Number - 206672 User ID - MSW

*** Grantor - STANFORD COURT CONDO II ASSOC**

*** Grantee - NAME NOT ENTERED**

*** Customer - JAMES BOGAR**

*** FEES**

STATE WRIT TAX	\$0.50
RECORDING FEES -	\$11.50
RECORDER OF DEEDS	
PARCEL CERTIFICATION	\$15.00
FEES	
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
TOTAL PAID	\$32.00

Certification Page

DO NOT DETACH

**This page is now part
of this legal document.**

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



A handwritten signature in black ink, appearing to read "T Shearer".

RECORDER OF DEEDS

*** - Information denoted by an asterisk may change during
the verification process and may not be reflected on this page.**

00HKCR

