

20161
Decl
DECLARATION CREATING AND ESTABLISHING
LOMBARD PINES CONDOMINIUM R E

ARTICLE I

Section 1. LOMBARD PINES LIMITED PARTNERSHIP, a limited partnership with principal office at 339 Allegheny Drive, York, Pennsylvania, ("Declarant") owner in fee simple of the land described in Exhibit A, attached hereto and by reference made a part hereon, located in WINDSOR TOWNSHIP, York County, Pennsylvania, ("Land"), hereby submits the Land, together with all easements, rights and appurtenances thereto belonging ("Property"), to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. Section 3101 et seq. ("Act"), and hereby creates with respect to the Property a flexible condominium to be known as "LOMBARD PINES CONDOMINIUM" ("Condominium").

Section 2. The land submitted is subject to the following easements:

Right of way in favor of Windsor Township as recorded at Record Book 1275, page 7939, York County Records.

Right of way in favor of Metropolitan Edison Company as recorded at Record Book 1280, page 4285, York County Records.

With reference to the Storm Water Management Area as shown on the Condominium Plan, Declarant does hereby grant to Windsor Township the right to enter upon the Property after reasonable notice to the Association for the purpose of making repairs, if, after reasonable notice to the Association, the Association fails to make any required repairs. The right in the Township to make repairs under such circumstances shall include the right to file a municipal lien against the Property for the cost of such repairs, and to invoke legal process to collect the same.

Section 3.

A. Capitalized terms not otherwise defined herein, in the By-Laws or in the Plats and Plans, as the same may be amended from time to time, shall have the meanings specified and/or used in the Act, including but not limited to the following:

1. "Additional real estate" - Real estate that may be added to a flexible condominium.
 2. "Affiliate of a declarant" - Any person who controls, is controlled by, or is under common control with a declarant.
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- (a) A person "controls" a declarant if the person:
- (i) is a general partner, officer, director, or employee of the declarant;
 - (ii) directly or indirectly or acting in concert with one or more other persons, or through one or more other persons, or through one or more subsidiaries, owns, controls, holds with power to vote, or holds proxies representing, more than 20% of the voting interests of the declarant;
 - (iii) controls in any manner the election of a majority of the directors of the declarant; or
 - (iv) has contributed more than 20% of the capital of the declarant.
- (b) A person "is controlled by" a declarant if the declarant:
- (i) is a general partner, officer, director or employee of the person;
 - (ii) directly or indirectly or acting in concert with one or more other person, or through one or more subsidiaries, owns, controls, holds with power to vote, or holds proxies representing, more than 20% of the voting interests of the person;
 - (iii) controls in any manner the election of a majority of the directors of the person; or
 - (iv) has contributed more than 20% of the capital of the person.
3. "Association" or "unit owners' association" - The unit owners' association organized under Section 3301 (relating to organization of unit owners' association).
4. "Common elements" - All portions of a condominium other than the units.
5. "Common expenses" - Expenditures made or liabilities incurred by or on behalf of the association, together with any allocations to reserves.
6. "Common expenses liability" - The liability for common expenses allocated to each unit pursuant to Section 3208 (relating to allocation of common elements interests, votes and common expense liabilities).
7. "Condominium" - Real estate, portions of which are designated for separate ownership and the remainder of

which is designated for common ownership solely by the owners of those portions. Real estate is not a condominium unless the undivided interests in the common elements are vested in the unit owners.

8. "Conversion condominium" - A condominium containing any building that at any time before recording of the declaration was occupied wholly or partially by persons other than purchasers and persons who occupy with the consent of purchasers.
9. "Convertible real estate" - A portion of a flexible condominium not within a building containing a unit, within which additional units or limited common elements, or both, may be created.
10. "Declarant" -
 - (a) If the condominium has been created, "declarant" means
 - (i) any person who has executed a declaration, or an amendment to a declaration to add additional real estate, other than person holding interests in the real estate solely as security for an obligation, persons whose interest in the real estate will not be conveyed to unit owners, or, in the case of a leasehold condominium, a lessor who possesses no special declarant rights and who is not an affiliate of a declarant who possesses special declarant rights; or
 - (ii) any person who succeeds under Section 3304 (relating to transfer of special declarant rights) to any special declarant rights.
 - (b) If the condominium has not yet been created, "declarant" means any person who offers to dispose of or dispose of his interest in a unit not previously disposed of.
 - (c) If a declaration is executed by a trustee of a land trust, "declarant" means the beneficiary of the trust.
11. "Dispose" or "disposition" - A voluntary transfer of any legal or equitable interest in a unit, other than as security for an obligation.
12. "Executive board" - The body, regardless of name, designated in the declaration to act on behalf of the association.
13. "Flexible condominium" - A condominium containing

withdrawable or convertible real estate, a condominium to which additional real estate may be added, or a combination thereof.

14. "Identifying number" - A symbol that identifies only one unit in a condominium.
15. "Installment sales contract" - An executory contract for the purchase and sale of a unit or interest in a unit whereby the purchaser is obligated to make six or more installment payments to the seller after the execution of the contract and before the time appointed for the conveyance of title to the unit or, interest in the unit.
16. "Leasehold condominium" - A condominium in which all or a portion of the real estate is subject to a lease the expiration or termination of which will terminate the condominium or reduce its size.
17. "Limited common element" - A portion of the common elements allocated by the declaration or by operation of Section 3202(2) or (4) (relating to unit boundaries) for the exclusive use of one or more but fewer than all of the units.
18. "Offering" - Any advertisement, inducement, solicitation or attempt to encourage any person to acquire any interest in a unit, other than as security for an obligation. An advertisement in a newspaper or other periodical of general circulation, or in any broadcast medium to the general public, of a condominium not located in this Commonwealth, is not an offering if the advertisement states that an offering may be made only in compliance with the law of the jurisdiction in which the condominium is located.
19. "Person" - A natural person, corporation, partnership, association, trust, other entity or any combination thereof.
20. "Purchaser" - Any person, other than a declarant, who by means of a voluntary transfer acquires a legal or equitable interest in a unit, other than:
 - (a) a leasehold interest (including renewal options) of less than five years; or
 - (b) a security for an obligation.
21. "Real Estate" - Any fee, leasehold or other estate or interest in, over or under land, including structures, fixtures and other improvements and interests, which by custom, usage or law passes with a conveyance of land

though not described in the contract of sale or instrument of conveyance. "Real estate" includes parcels with or without upper or lower boundaries, and spaces that may be filled with air or water.

22. "Special declarant rights" - Rights reserved for the benefit of a declarant to:
- (a) Complete improvements indicated on plats and plans filed with the declaration (Section 3210).
 - (b) Convert convertible real estate in a flexible condominium (Section 3211).
 - (c) Add additional real estate to a flexible condominium (Section 3211).
 - (d) Withdraw withdrawable real estate from a flexible condominium (Section 3212).
 - (e) Convert a unit into two or more units, common elements, or into two or more units and common elements (Section 3215).
 - (f) Maintain sales offices, management offices, signs advertising the condominium, and models (Section 3217).
 - (g) Use easements through the common elements for the purpose of making improvements within the condominium or within any convertible or additional real estate (Section 3218).
 - (h) Appoint or remove any officer of the association or any executive board member during any period of declarant control (Section 3302(c)).
23. "Unit" - A portion of the condominium designated for separate ownership, the boundaries of which are described pursuant to Section 3204(4) (relating to contents of declaration; all condominiums).
24. "Unit owner" - A declarant who owns a unit, a person to whom ownership of a unit has been conveyed, or a lessee of a unit in a leasehold condominium whose lease expires simultaneously with any lease the expiration of termination of which will remove the unit from the condominium. "Unit owner" does not include a person having an interest in a unit solely as security for an obligation.
25. "Withdrawable real estate" - Real estate that may be withdrawn from a flexible condominium.

B. The following terms are used or defined in general terms in the Act and shall have specific meanings hereunder as follows:

1. "Additional Real Estate" - means the real estate described as such Exhibit "C" attached hereto.
2. "Association" - means the unit owners' association of the Condominium.
3. "Building" - means any building on the land.
4. "Condominium" - means the Condominium.
5. "Convertible Real Estate" - means the real estate described as such in Exhibit "C" attached.
6. "Declarant" - means the Declarant and all successors to any Special Declarant Rights.
7. "Executive Board" - means the Executive Board of the Condominium.
8. "Land" - means the land described in Exhibit "C" attached.
9. "Limited Common Elements" - means all of the parking spaces and the storage areas, as shown on the Plats and Plans.
10. "Plats and Plans" - means the Plats and Plans attached hereto, as the same may be amended from time to time.
11. "Property" - means the land with all easements, rights and appurtenances thereunto belonging.
12. "Withdrawable Real Estate" - means the real estate described as such in Exhibit "C" attached.
13. "Unit" - means a unit as described herein and in the Plats and Plans, as the same may be amended from time to time.

C. The following terms when used hereunder or in the By-Laws shall have the meanings set forth below:

1. "Percentage Interest" - means each Unit Owner's undivided ownership interest in the Common Elements and share of Common Expense Liability appurtenant to each Unit as set forth in Exhibit "B" attached, as the same may be amended from time to time.
2. "Reserved Common Elements" - means portions of the Common Elements which the Executive Board may designate

as such from time to time.

3. "Mortgagees" - means the institutional lenders holding a first mortgage encumbering any Unit in the Condominium.

D. Among the improvements on the land are the following:

Underground electric and water utility lines, sewer lines and storm water lines, storm water stone trenches, private roadways all as shown on the Plats and Plans as attached hereto and made a part hereof, and any and all other improvements which a visual inspection of the premises would disclose. These shall remain Common Elements within the control of the Association, and for which the Association shall remain responsible, unless by subsequent lawful act of the Association any or all of the same shall be offered and accepted for public use.

ARTICLE II

BUILDINGS ON THE LAND AND UNIT BOUNDARIES

Section 1. Number and Location of Buildings. The location, dimensions and area of each of the buildings as shown on Exhibit "B", consisting of ~~twelve~~ (12) pages.

Section 2. Units and Percentage Interests. The location of Units within each building is shown on the Plans attached hereto. Attached hereto as an Exhibit "B" is a list of all Units, their Identifying Number, location (all as shown more fully on the Plats and Plans), type and the Percentage Interest appurtenant to each Unit. The location of the Common Elements to which each Unit has direct access are shown on the Plats and Plans; balconies, terraces, decks or patios and fences if any, shown adjacent to any Unit are Limited Common Elements appurtenant to such Unit.

Section 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 or slanted ceiling of the top floor level of the Unit, including the materials mentioned in Section 3202 (1) of the Act.
 2. Lower Boundary: The horizontal plane of the top surface of the unfinished concrete floor slab or unfinished structural deck, including the materials

mentioned in Section 3202 (1) of the Act.

- B. Vertical Boundaries: The vertical boundaries of the Unit shall be the vertical walls, extended to intersections with each other and with the upper and lower boundaries, of the Unit, including the interior surface of the exterior walls which do not separate the Unit from any other Unit, and the interior surface of the party walls which separate the Unit from the other Units, including the materials mentioned in Section 3202 (1) of the Act.
- C. Each Unit consists of:
1. The volumes or cubicles of space enclosed by and measured horizontally and vertically from the unfinished inner surfaces of the perimeter walls and the walls dividing the Units, the inner surface of the roof and ceiling structure, and the upper side of the concrete slab or structural floor deck upon which the Unit is constructed; and
 2. All interior partition walls, floors and other partitions located within the Unit (including the space occupied by such walls, floors and partitions and frames of any doors or other openings in such walls or partitions) excepting such part of such interior walls, floors and partitions located within the Units, if any, which may comprise part of the Common Elements; and
 3. The decorated inner surfaces of all said walls, ceilings and concrete slabs and walls consisting of lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, padding, carpeting, underlayment, floor tiles and other floor coverings, and all other finishing materials affixed or installed as a part of the physical structure of the Unit, including interior doors, woodwork, cabinets and countertops, hardware, lighting and plumbing fixtures, and all other immediately visible fixtures, appliances, mechanical and electrical systems and equipment, heating and air cooling systems and equipment installed for the sole and exclusive use of the Unit, commencing at the point of disconnection from the structural body of any Building and from utility lines, pipes, or systems serving the Unit.

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

- D. The Limited Common Elements associated with each Unit consists of items and materials mentioned in Section 3202 (2) and (4) of the Act, namely:

1. As to any chute, flue, duct, wire, conduit, bearing wall, bearing column, or other fixture lying partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that unit is a limited common element allocated solely to that Unit.
2. Any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, decks, patios, and all exterior doors and windows or other fixtures designed to serve a single Unit, but located outside a Unit's boundaries, are limited common elements allocated solely to that Unit.

The electricity supplied to each Unit is separately metered and is not a Common Expense. The water supplied to each Unit is separately metered and is not a Common Expense. The sewer service supplied to the Units is not separately billed to each Unit, and shall be a Common Expense. Each Unit is individually heated.

Section 4. Maintenance Responsibilities. Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary descriptions, the Units shall be maintained and repaired by each Unit owner and Common Elements shall be maintained and repaired by the Association in accordance with the provisions of Section 3307 of the Act. All Common Expenses associated with the maintenance, repair and replacement of a Limited Common Element shall be assessed against the Units to which such Limited Common Element was assigned at the time the expense was incurred (in accordance with the provisions of Section 3314 of the Act) (in the aggregate of the Percentage Interest of all such Units). Unit owners shall be responsible for routine maintenance and cleaning of Limited Common Elements.

Section 5. Relocation of Unit Boundaries and Subdivision of Units. Relocation of Unit boundaries and subdivision of Units will be permitted subject to the compliance therefore in Section 3214 and Section 3215 of the Act.

Section 6. Unit Deeds. A Unit Deed conveying title to a Unit shall be recorded and shall include the following:

1. the name by which the Property is identified and known, viz. "LOMBARD PINES CONDOMINIUM";
2. a statement that the Property is located in Windsor Township, York County, Pennsylvania;
3. a reference to the Declaration and the Declaration Plan, including reference to the place where the

Declaration and the Declaration Plan and any amendment thereof, are recorded;

4. the Unit Designation of the Unit in the Declaration Plan;
5. a reference to the last Unit Deed, if any, conveying such Unit, including the reference to the place where the same was recorded; and
6. the Common Interest in the Common Elements assigned to the Unit by the Declaration and any amendments thereof.

Every Unit Deed, conveyance, lien or written instrument dealing with a Unit using the Unit Designation assigned to a Unit shall be deemed to include, without requiring specific reference or enumeration, that the Unit Owner has an unrestricted right of ingress and egress to his or her Unit. This right shall be perpetual and shall pass with the Unit estate as transfers of ownership occur. Every Unit Deed, conveyance, lien or written instrument dealing with a Unit using the Unit Designation assigned to a Unit shall also be deemed to include, without requiring specific reference or enumeration, all the appurtenances thereto, whether specifically described or not, and easements in favor of the Unit, and similarly the Unit shall be subject to all easements in favor of others. Any conveyance, encumbrance, judicial sale, or other transfer (voluntary or involuntary) of an individual interest in the common elements will be void unless the Unit to which that interest is allocated is also transferred. Any lease or rental agreement as to any Unit shall be in writing and be subject to the requirements of the Declaration, Bylaws, and Rules and Regulations of the Condominium.

Section 7. Common Element Provisions.

- A. The Common Elements are described in Section 2 hereof and are more particularly set forth and shown in the Declaration Plan.
- B. Each Unit has appurtenant and assigned to it a Common Interest in the Common Elements.
- C. The Common Interest of a Unit in the Common Elements shall be inseparable from each Unit, and any conveyance, lease, devise or other disposition or mortgage or other encumbrance of any Unit shall extend to and include the Common Interest in the Common Elements, whether or not expressly referred to in the instrument effecting the same. The Common Interest of the Units in the Common Elements and the fee titles to the respective Units conveyed therewith, shall not be separately conveyed, transferred, alienated or encumbered

and each of said Common Interests shall be deemed to be conveyed, transferred, alienated or encumbered with its respective Unit notwithstanding the description in the instrument of conveyance, transfer, alienation or encumbrance may refer only to the fee title to the Unit.

- D. The Common Elements shall remain undivided and no action for partition or division of any part thereof shall be permitted, except as provided in the Act; and the Common Elements shall not be abandoned, encumbered, sold or transferred unless there shall be unanimous written approval thereof by all Unit Owners and the holders of first mortgage liens thereon.
- E. The Common Interest appurtenant to each Unit shall have a permanent character, shall be inseparable from each Unit and shall not be altered or changed except by an amendment to the Declaration duly executed by all of the Unit Owners affected thereby and recorded.
- F. Except as their use may otherwise be limited by the Condominium Documents, each Unit Owner, tenant and occupant of a Unit, and the family members, guests, agents and employees of such Unit Owner, tenant and occupant, may use the Common Elements in common with all other Unit Owners and tenants or occupants of other Units, and their respective family members, guests, agents and employees, in accordance with the purposes for which they are intended without hindering or encroaching upon the lawful rights of the other Unit Owners.
- G. No Unit Owner may exempt himself from liability with respect to the Common Expenses by waiver of the enjoyment of the right to use any of the Common Elements or by abandonment of his Unit or otherwise. Conversely, the Units Owners Association's responsibility under paragraph K of this Section 7 shall be exercised without discrimination as between the various areas and types of Common Elements.
- H. The Association, and the Association's agents and employees, shall have the irrevocable right and easement to have access to each Unit from time to time during reasonable hours (or at anytime in the event of an emergency) as may be necessary for the inspection, maintenance, repair or replacement of any of the Common Elements therein or accessible therefrom or the making of any addition or improvement thereto; or to make repairs to any Unit or the Common Elements if such repairs are reasonable necessary for public safety or to prevent damage to any other Unit or Units or the Common Elements; or to abate any violation of the law, orders, rules or regulations of any governmental authorities having jurisdiction thereof.
- I. The Association shall, if requested, determine the purpose

for which a Common Element may be used. The Association shall have the right to promulgate rules and regulations limiting the use of the Common Elements to Unit Owners and their respective families, guests, invitees and employees, subject to the right of a Majority of the Unit Owners to change any such rules and regulations.

- J. The maintenance, repair, replacement, cleaning, sanitation, management, operation and use of the Common Elements and the making of any additions or improvements thereto shall be the responsibility of the Association and shall be carried out as provided in the By-Laws, but nothing herein contained shall be construed so as to preclude the Association from delegating these duties to a manager or agent or to other persons, firms or other corporations.
- K. The Common Expenses incurred or to be incurred for the maintenance, repair, replacement, cleaning, sanitation, management, operation and use of the Common Elements and the making of any additions or improvements thereto shall be assessed by the Association against, and collected from the Unit Owners.
- L. No Unit Owners shall do any work which would affect or alter any of the Common Elements, or jeopardize the soundness or safety of the Property, or impair any easement or hereditament therein without the unanimous consent of the Unit Owners affected thereby.
- M. Each Unit Owners shall have the right to the use, for at least two automobiles, of parking spaces which may be assigned and designated by the Association pursuant to the provisions of the By-Laws.

ARTICLE III.

ALLOCATION AND RESTRICTION OF COMMON ELEMENTS

Section 1. Allocation of Limited Common Elements. Portions of the Common Elements are marked on the Plans as "Common Elements which may be assigned as Limited Common Elements." These portions of the Common Elements include, without limitation, all portions of the Common Elements allocated by the Declaration or by operation of Section 3202(2) or (4) relating to Unit boundaries of the Act for the exclusive use of one or more but fewer than all of the Units in the Common Elements. Declarant reserves the right to assign these portions as Limited Common Elements for the exclusive use of certain Unit Owners to whose Units these portions shall become appurtenant. The Declarant may assign such Common Elements as Limited Common Elements portions or areas pursuant to the provisions of Section 3209(c) of the Act by making such an assignment in the deed to the Unit to which such Limited Common Element portions or areas shall be

appurtenant and subsequently confirming such assignment by recording an appropriate amendment to this Declaration or to the Plans.

Section 2. Designation of Reserved Common Elements. *Reserved Common Elements* are those parts of Common Elements which may be used by less than all of the Unit Owners or by non-owners of any Units for specified periods of time. No Reserved Common Elements have been provided for in the original Declaration. The Executive Board shall have the discretionary power to designate Common Elements which shall be Reserved Common Elements, to grant reserved rights of any or less than all of the Unit Owners or to others, and to establish reasonable charges and conditions for the use and maintenance thereof.

Section 3. Surface Parking Spaces. There are surface automobile parking areas situated on the private streets. Such surface parking spaces on the Property shall be deemed Common Elements and shall be available for the use of Unit Owners on a "first come, first served" basis, except as the Executive Board may otherwise determine pursuant to Section 2 immediately above. During the period of control by the Declarant, the Declarant shall have the right to restrict the use of certain parking spaces for sales, construction, management and other purposes.

ARTICLE IV.

EASEMENTS

Section 1. Declarant's Easement to Facilitate Marketing.

- A. Declarant shall have the right to maintain models, management offices and sales offices on the Property in connection with the management, sale, or rental of Units and to relocate such models, management offices and sales offices from time to time within the Property. The models, management offices, and sales offices constituting a portion of the Common Elements or being situate upon Common Elements shall be subject to the following requirements:
1. The number of models maintained by the Declarant within the Common elements shall not exceed one (1) model for each type of Unit. The size of each such model shall not exceed the size of the comparable Unit.
 2. In addition to the models maintained by the Declarant on the Common Elements, Declarant shall have the right to maintain within the Common Elements not more than two (2) offices for sales and management purposes. Each such sales or management office may exceed the size of the largest Unit.
- B. Declarant shall have the right to maintain on the Property

such advertising signs as Declarant in its sole discretion may deem appropriate, provided that such signs comply with applicable governmental requirements. Declarant may from time to time relocate such advertising signs.

- C. Nothing contained in this Section shall preclude the Declarant from maintaining a temporary job trailer upon the Property during the construction of any Building.

Section 2. Utility Easements. The Units and Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property or the Additional Real Estate. The easements created in this Article IV, Section 2, shall include, without limitation, rights of Declarant, or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities, electrical wires, conduits and equipment and ducts and vents over, under, through, along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this Article IV, Section 2, unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant, or so as not to materially interfere with the use or occupancy of the Unit by its occupants. This Section states only the authority of the Declarant to grant easements, and is shall not be construed as an offer of dedication of any common element to any governmental agency or authority.

Section 3. Declarant's Easement to Correct Drainage. Declarant reserves an easement on, over and under those portions of the Common Elements not located within a Building for the purpose of maintaining and correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created by this Article IV, Section 3, expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, or to take any other action reasonably necessary, following which the Declarant shall restore the affected property as closely to its original condition as practicable.

Section 4. Declarant's Easement for Development of Additional Real Estate.

- A. Declarant reserves and easement on, over and under those portions of the Common Elements not located in a Building which contains Units, for all purposes relating to the construction, development, leasing, and sale of improvements on the Additional Real Estate. This easement shall included

without limitation, the right of vehicular and pedestrian ingress and egress, the right to park motor vehicles and to engage in construction and marketing activities of any nature whatsoever, including the movement and storage of building materials and equipment, the conduct of sales, leasing and management activities, the maintenance of models and offices and the erection and maintenance of directional and promotional signs.

- B. Declarant's rights to maintain models and offices on the Common Elements under this Article IV, Section 4, is subject to the limitation that Declarant may not maintain on the Common Elements more than two (2) models or offices pertaining to Declarant's activities on the Additional Real Estate. Any such model or office may not be larger than the largest Unit. Such models or offices maintained by Declarant pursuant to this Article IV, Section 4, may be located on any portion of the Common Elements not located in a Building which contains Units, and may be relocated and removed by the Declarant at Declarant's sole discretion.
- C. The easement created by this Article IV, Section 4, shall terminate upon the annexation of all of the Additional Real Estate to the Condominium. Declarant, upon the annexation of all of the Additional Real Estate to the Condominium, shall have the easements and rights for the conduct of construction and marketing provided in the Act and this Declaration.

ARTICLE V.

AMENDMENT TO DECLARATION

Section 1. Amendment Generally. This Declaration may be amended only in accordance with the procedure specified in Section 3219 of the Act, the other Sections of the Act referred to in Section 3219 thereof and Section 2 and 3 hereof.

Section 2. Rights of Secured Lenders. Subject to the limitations imposed by Section 3221 of the Act, no amendment of this Declaration may be made without the prior written approval of all record holders of first mortgages on Units if and to the extent that such approval is required by the Act, and if and to the extent that such amendment would have the effect of terminating or abandoning the condominium (except for termination or abandonment as a result of a taking of all the Units by eminent domain), or abandoning, encumbering, selling or transferring the Common Elements, or partitioning or subdividing any Unit or the Common Elements, or changing the Common Element interest or liability for Common Expenses of the Unit Owners. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed to be a transfer within the meaning

of this Section.

Section 3. Amendments of a Material Nature. Amendments of a material nature shall be agreed to by unit owners who represent at least 67% of the total allocated votes in the owners' association and by eligible mortgage holders who represent at least 51% of the votes of unit estates that are subject to mortgages held by eligible holders. A change to any of the provisions governing the following would be considered as material:

- voting rights;
- increases in assessments that raise the previously assessed amount by more than 25%, assessment liens, or the priority of assessment liens;
- reductions in reserves for maintenance, repair, and replacement of common elements;
- responsibility for maintenance and repairs;
- reallocation of interests in the general or limited common elements, or rights to their use;
- redefinition of any unit boundaries;
- convertibility of units into common elements or vice versa;
- expansion or contraction of the project, or the addition, annexation, or withdrawal of property to or from the project;
- hazard or fidelity insurance requirements;
- imposition of any restrictions on the leasing of units;
- imposition of any restrictions on a unit owner's right to sell or transfer his or her unit;
- a decision by the owners' association of a project that consists of 50 or more units to establish self-management if professional management had been required previously by the project documents or by an eligible mortgage holder;
- restoration or repair of the project (after damage or partial condemnation) in a manner other than that specified in the documents; or
- any provisions that expressly benefit mortgage holders, insurers, or guarantors.

ARTICLE VI.

PROVISIONS RELATING TO ADDITIONAL REAL ESTATE

Section 1. Declarant's Intentions. It is the intention of the Declarant to reserve the right to add additional real estate to the initial phase of this condominium project which additional real estate will contain additional Units which will be similar to those buildings set forth in the Site Plan of LOMBARD PINES CONDOMINIUM. The buildings set forth in the initial phase will be substantially constructed before any Units in any new area are conveyed.

Section 2. Additional Real Estate Area Reservations. Declarant reserves unto itself the right to add additional real estate areas to this condominium and to withdraw real estate areas from this condominium. At the expiration of seven (7) years from the date of recording of this Declaration, the right of the Declarant to add or withdraw areas from the condominium will lapse, provided nevertheless that Declarant may, in its sole discretion by proper amendment to this Declaration, terminate this option at any time prior to the expiration of seven (7) years from the date of recording of the Declaration.

Section 3. Effect on Share of Common Element Interest, Voting, Expense Liability. Upon the addition of additional real estate to the condominium, the respective existing Unit Owners' share of the Common Element interest, Common Expenses Liability and relative voting strength will be recalculated so that at all times each Unit Owner shall have one vote and each Unit Owner's share of the Common Interest and Common Expense Liability shall be described as a fraction, the denominator of which is the total number of Units which are permanently committed to the condominium project and the numerator of which is the numeral one. Accordingly, all Unit Owners will have an equal vote, and equal interest share of the Common Elements and an equal share of the Common Expenses Liability.

Section 4. Representations of Declarant.

- A. Declarant makes no assurances as to the order in which additional real estate areas will be added or withdrawn to or from the condominium, the number assigned to each area being for convenience of identification only.
- B. The maximum number of Units which Declarant may construct in this condominium project shall be 56 Units, all of which shall be restricted to residential Units.
- C. While Declarant intends to erect buildings in the additional real estate which are compatible with the other buildings and units in the condominium in terms of architectural style, quality of construction, principal materials employed in construction and size, no specific assurances are made in

this regard.

- D. While Declarant intends that all restrictions in the Declaration affecting use, occupancy and alienation of Units will apply to all Units created within any additional real estate areas, Declarant reserves the right to differentiate these matters as may be necessary in Units in additional real estate areas.
- E. Declarant makes no assurances as to the locations of any buildings or other improvements that may be made or created on the additional real estate areas or as to all other improvements and Limited Common Elements or the size or type of Limited Common Elements in the additional real estate areas.
- F. The proportion of Limited Common Elements to Units created within additional real estate will be approximately equal to the proportion existing within other parts of the condominium.
- G. The assurances contained within this Section 4 may not be applicable in the event that any additional real estate is not added or any withdrawable land is withdrawn from the condominium.

ARTICLE VII.

CONDEMNATION

Section 1. Partial Taking Without Direct Effect on Units. If part of the condominium shall be taken or condemned by any authority having the power of eminent domain, such that no unit nor limited Common Element appurtenant thereto is taken, all compensation and damages for and as a result of the taking of the Common Elements, exclusive of compensation for consequential damages to certain affected Units, shall be payable to the Association as Trustee for all Unit Owners or lessees, and mortgagees according to the loss or damage in their respective interest in such Common Elements. The Association, acting through the Board of Directors, shall have the right to act on behalf of the Unit Owners or lessees with respect to the negotiation and litigation of the issues with respect to the taking and compensation affecting the Common Elements, without limitation on the right of such Unit Owners or lessees to represent their own interest. Such proceeds shall be used in accordance with the provisions of the By-Laws. Nothing herein is to prevent Unit Owners or lessees whose Units are specifically affected by the taking or condemnation from joining in the condemnation proceedings and petitioning on their own behalf for consequential damages relating to loss of value of the affected Units or personal improvements therein, exclusive of damages relating to Common Elements. In the event that the condemnation

award does not allocate consequential damages to specific Unit Owners or lessees, but by its terms includes an award for reduction in value of Units and land without such allocation, the award shall be divided between affected Unit Owners or lessees, and the Association as their interest may appear by arbitration in accordance with the rules of the American Arbitration Association, but not under its auspices.

Section 2. Partial or Total Taking Directly Affecting Units.
If part or all the condominium shall be taken or condemned by any authority having the power of eminent domain, such that any Unit or any part thereof is taken, the Association shall have the right to act on behalf of the Owners or lessees with respect to Common Elements as above stated, and the proceeds shall be payable as outlined above. The Unit Owners or lessees directly affected by such taking shall represent and negotiate for themselves with respect to the damages affecting their respective Units. The awards so made shall be distributed through the Association first to restore the Units and common buildings or facilities on the remaining land of the condominium in the same manner as provided for restoration under the By-Laws to the extent possible, attempting to rebuild the buildings containing new units of the same number, size and basic plan as the Units taken with any excess award distributed in accordance with the provision of the By-Laws. In the event that the Board of Directors determines that such a taking so removes land and buildings containing Units that they cannot effectively be restored or replaced substantially in compliance with the building plans, and unless seventy-five (75%) percent of the Unit Owners or Lessees and holders of first mortgages encumbering seventy-five (75%) percent of the undivided interest of the Common Elements subject to mortgages vote to accept an alternative plan, then the Association shall submit the issue to arbitration in accordance with the rules of the American Arbitration Association, but not under its auspices, for remedies with respect to the continued existence or reform of the condominium, the division of the award as to the taking and remaining units, and such other remedies as may be required.

Section 3. Notice of Taking to be given to Mortgagors. The Association shall give the holder, insurer, or guarantor of the mortgage on any Unit the right, upon delivery of a written request to receive such information, to timely written notice of any condemnation that affects either a material portion of the Condominium or the Unit securing its mortgage.

ARTICLE VIII.

TERMINATION

The condominium formed pursuant to this Declaration and the By-Laws attached hereto may be terminated by action of the Unit Owners as follows:

- A. Unit Owners may remove their property from the provisions of the Pennsylvania Uniform Condominium Act and this Declaration by an instrument to that effect, recorded and containing the signatures of ninety (90%) percent of the Unit Owners provided the holders of all liens affecting any of the units consent thereto or agree in either case by recording instruments, that their liens be transferred to an undivided interest in the property, and provided that until the additional land has been added or Declarant's right to expand terminated, Declarant consents thereto in writing.
- B. Upon the removal of the property from the provisions of the Pennsylvania Uniform Condominium Act and this Declaration, the Unit Owners shall have deemed to own the property as tenants in common with undivided interest in the percentage of undivided interest previously owned by each owner in the Common Elements and as long as tenant in common continues. Each Unit Owner shall have an exclusive right of occupancy of that portion of the property which formerly constituted this Unit.
- C. Upon removal of the property from the provisions of the Pennsylvania Uniform Condominium Act and this Declaration, any rights the Unit Owners may have to the assets of the Association shall be in proportion to their respective undivided interest in Common Elements immediately prior to the recordation of the instrument referred to in Subsection A.
- D. The removal provided for in this section shall not bar the subsequent resubmission of the property to the provisions of the Pennsylvania Uniform Condominium Act and this Declaration.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 16th day of February, 1997.

WITNESS:

LOMBARD PINES LIMITED
PARTNERSHIP

BY: Donald M. Larkin, Jr.

Donald M. Larkin, Jr., Pres.
D. M. Larkin Communities, Inc.
General Partner

The Glen Rock State Bank hereby executes this Declaration creating and establishing LOMBARD PINES CONDOMINIUM for the purpose of signifying its consent to the said Declaration.

ATTEST:

Glen Rock State Bank

BY: Debra L. Gorman

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF YORK

:
: ss
:

On this, the 19th day of February, 1997, before me, the undersigned officer, personally appeared, Donald M. Larkin, Jr., who acknowledged himself to be the President of D. M. Larkin Communities, Inc., general partner of LOMBARD PINES LIMITED PARTNERSHIP, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of LOMBARD PINES LIMITED PARTNERSHIP by himself as President of its General Partner.

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

Notarial Seal
Linda K. Parrish, Notary Public
York, York County
My Commission Expires Jan. 24, 2001
Member, Pennsylvania Association of Notaries

Linda K. Parrish
Notary Public

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF YORK

:
: ss
:

On this, the 19th day of February, 1997, before me, the undersigned officer, personally appeared, *Diane Sutz*, who acknowledged ^{for} himself to be the *Asst. Cashier* of Glen Rock State Bank, and that *she* as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of Glen Rock State Bank by *her* self as *Asst. Cashier*.

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

NOTARIAL SEAL
Kim S. Raffensperger, Notary Public
Logansville Boro, York County, PA
My Commission Expires April 10, 2000

Kim S. Raffensperger
Notary Public

Mail to: Marc Roberts, Esquire
149 East Market Street
York, PA 17401

EXHIBIT A

BEGINNING at a concrete monument on the Southern side of a public road known as Legislative Route No. 66004 (also known as S.R. 2007), at a corner of lands now or formerly of Russell Fitz; thence along the said side of the said Legislative Route 66004 (also known as S.R. 2007), by a curve to the left having a radius of one thousand nine hundred fifty and eight one-hundredths (1,950.08) feet, for an arc distance of two hundred twenty-nine and eighty-four one-hundredths (229.84) feet, the chord of which is North sixty-five (65) degrees three (03) minutes thirty-three (33) seconds East, two hundred twenty-nine and seventy-one one-hundredths (229.71) feet to a point; thence North twenty-eight (28) degrees eighteen (18) minutes fifty-six (56) seconds West, five and zero one-hundredths (5.00) feet to a point; thence by a curve to the left having a radius of one thousand nine hundred forty-five and eight one-hundredths (1,945.08) feet, for an arc distance of seventeen and fifty one-hundredths (17.50) feet, the chord of which is North sixty-one (61) degrees twenty-nine (29) minutes seventeen (17) seconds East, seventeen and fifty one-hundredths (17.50) feet to a concrete monument; thence North sixty-one (61) degrees thirteen (13) minutes forty-seven (47) seconds East, one hundred fifty-seven and ninety-four one-hundredths (157.94) feet to a concrete monument at corner of other lands now or formerly of David M. Gross and Susan G. Gross, his wife, of which this tract was formerly a part; thence along the last mentioned lands, South five (05) degrees twenty-eight (28) minutes forty-eight (48) seconds East, eight hundred thirty-three and forty-four one-hundredths (833.44) feet to a point at a corner of lands now or formerly of Kenneth Stabley; thence along the last-mentioned lands, North eighty-four (84) degrees nineteen (19) minutes nineteen (19) seconds West, six hundred ten and zero one-hundredths (610.00) feet to a point; thence by the same, North thirty-one (31) degrees twenty-nine (29) minutes forty-seven (47) seconds West one hundred eighty-five and ninety-five one-hundredths (185.95) feet to a "Tee" iron at a corner of lands now or formerly of the aforesaid Russell Fitz; thence along the last-mentioned lands, North sixty-eight (68) degrees forty-one (41) minutes fifty-seven (57) seconds East, three hundred ninety-one and ninety-one one-hundredths (391.91) feet to a point; thence by the same by a curve to the left having a radius of two thousand two hundred fifty and eight one-hundredths (2,250.08) feet, for an arc distance of ten and thirty one-hundredths (10.30) feet, the chord of which is North sixty-eight (68) degrees thirty-four (34) minutes seven (07) seconds East, ten and thirty one-hundredths (10.30) feet to a point; thence by the same, North twenty-one (21) degrees thirty (30) minutes nine (09) seconds West, two hundred ninety-nine and eighty-two one-hundredths (299.82) feet to a concrete monument on the southern side of the aforesaid Legislative Route 66004, the point and place of BEGINNING. Containing 7.3038 acres.

EXHIBIT B

The Units shall be numbered consecutively beginning with Unit 100 and ending with Unit 155 and are 56 in number. The numbers and locations of the Units shall correspond to the Site plan attached as the first of the following ten (10) pages. Each Unit shall have a 1/56 undivided interest in the common elements and shall share a 1/56 liability for the common expenses of the condominium. The total number of votes in the Owner's Association shall be 56 votes. Each Unit shall have 1 vote in the conduct of the Condominium Association's business. The Units shall be available in three models, the Stowe, the Vail, and the Breckenridge, each of which may be fitted with options. These are described and dimensioned in the following ten (10) pages. Some of the options are unique to individual models, and some options are available on all models. The delineation of the precise boundaries of each Unit will to some extent be determined by the model chosen for that Unit and for the adjoining Units, and by the options selected for that Unit, but shall be substantially as depicted. The identification of the model and of the options pertaining thereto shall be included in each deed of conveyance. The Declarant shall from time to time record an appropriate Amendment describing the location and dimensions of Units or Buildings as built.

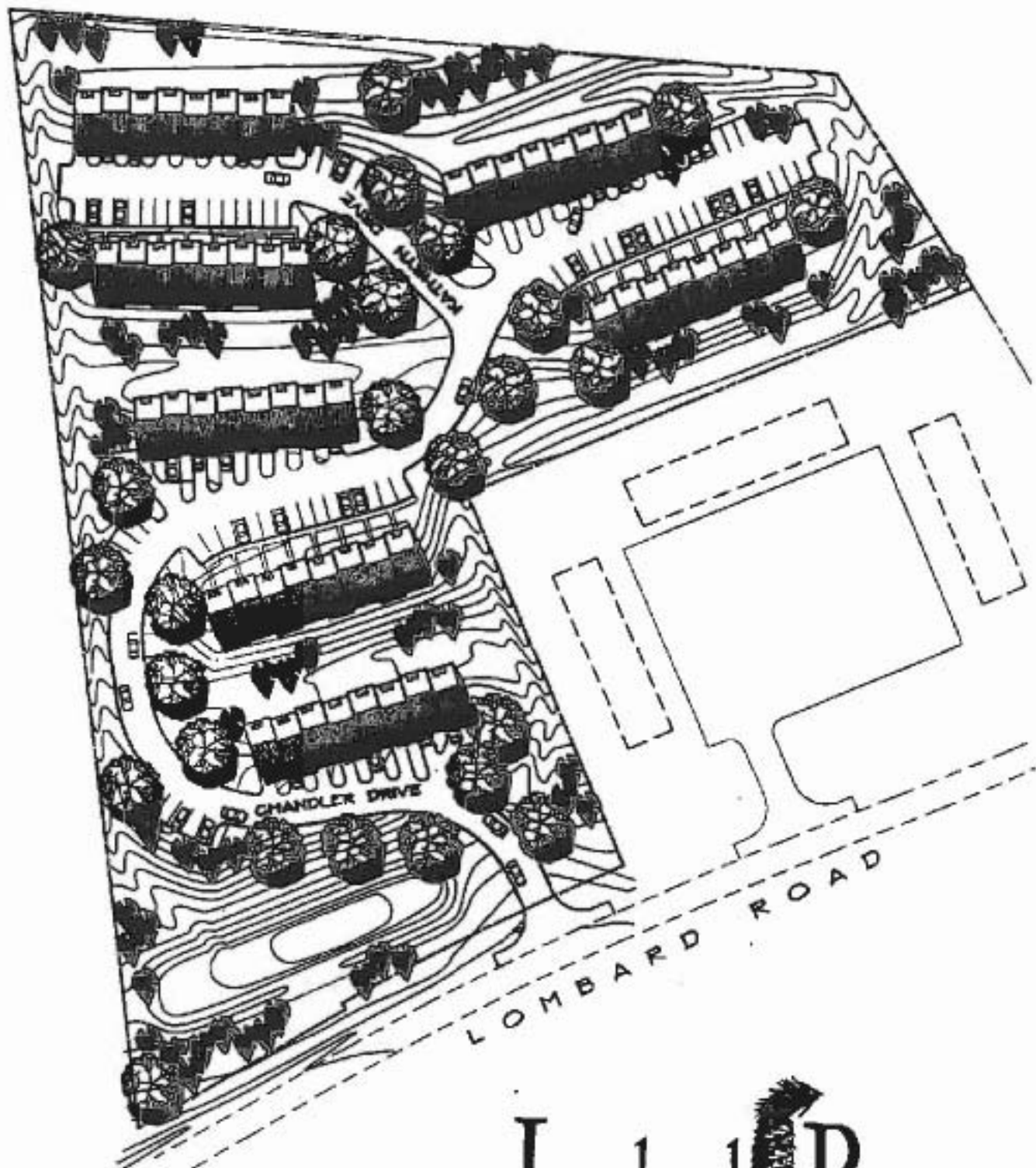
With the permission of the Association and municipal authorities, and to the extent not inconsistent with the rights of adjoining Unit owners or the Association, a Unit owner may, consistent with Section 3213 of the Act, make alterations to his Unit to add an option of a design specified herein. It shall be the obligation of such Unit owner to pay all expenses of the Association in making and recording an appropriate Amendment describing the location and dimensions of the Unit as altered.

I Certify This Document To Be
Recorded In York County, Pa.



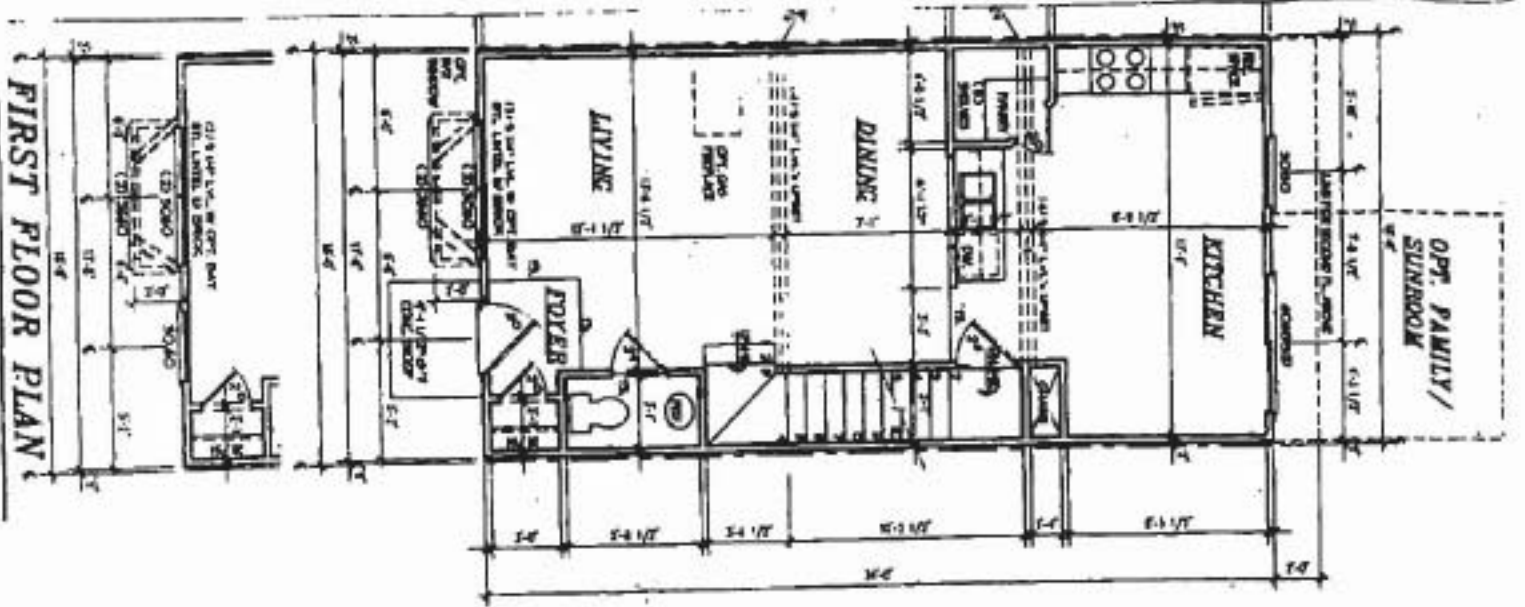
A handwritten signature in dark ink, appearing to read "John J. [unclear]", is written over the seal. Below the signature, the words "Recorder of Deeds" are printed in a small, sans-serif font.

SITEPLAN



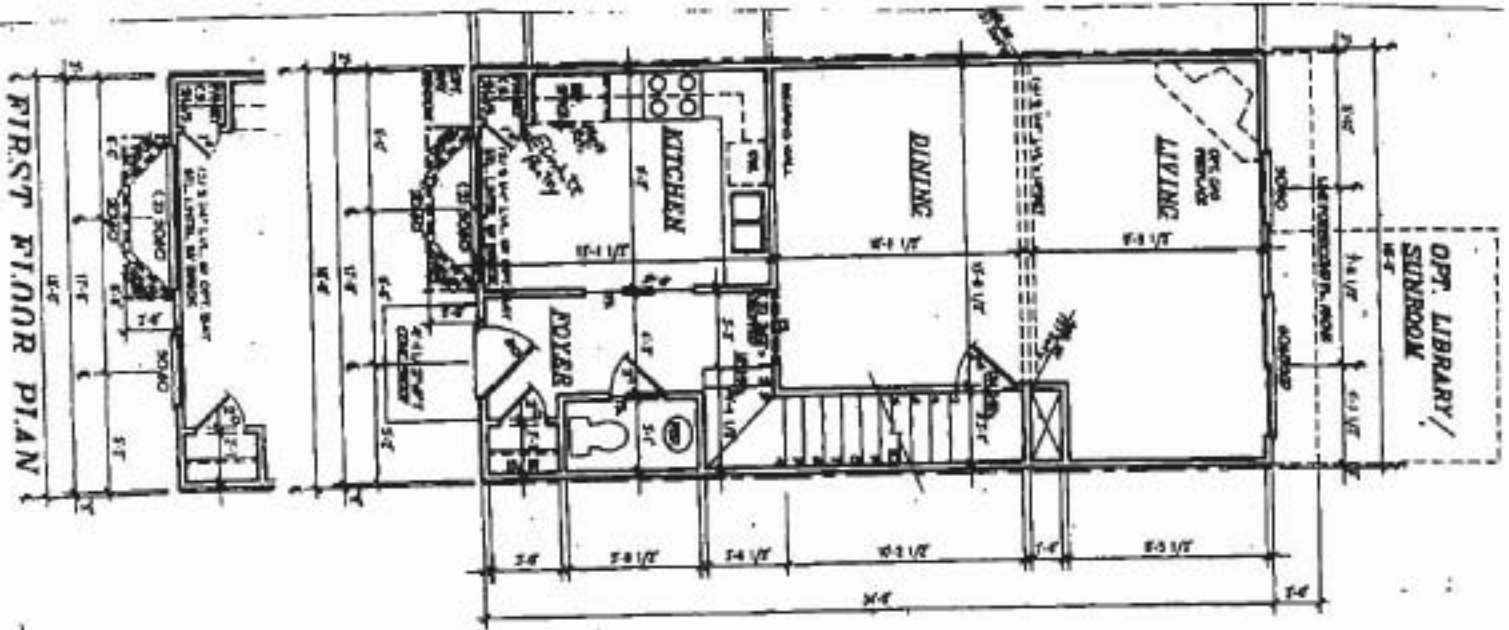
Lombard  Pines

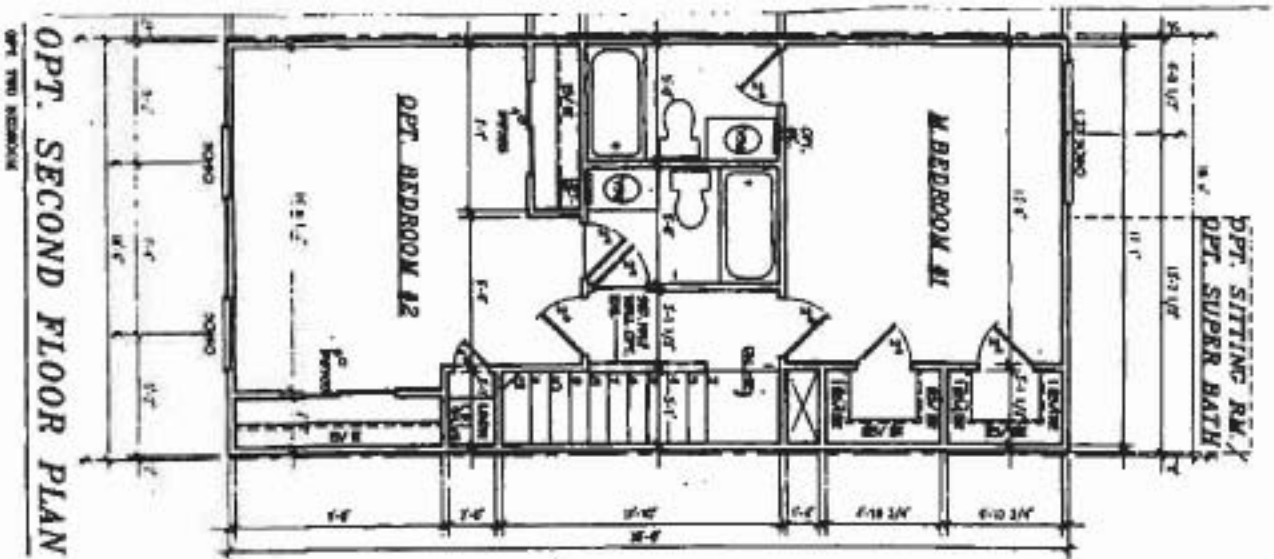
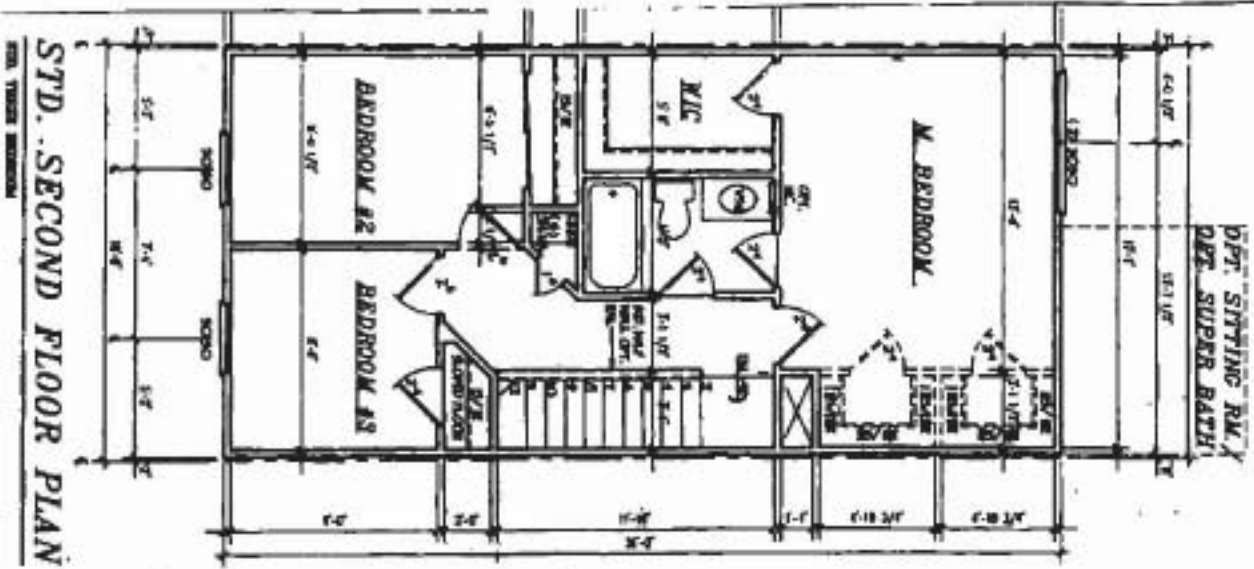
FIRST FLOOR PLAN

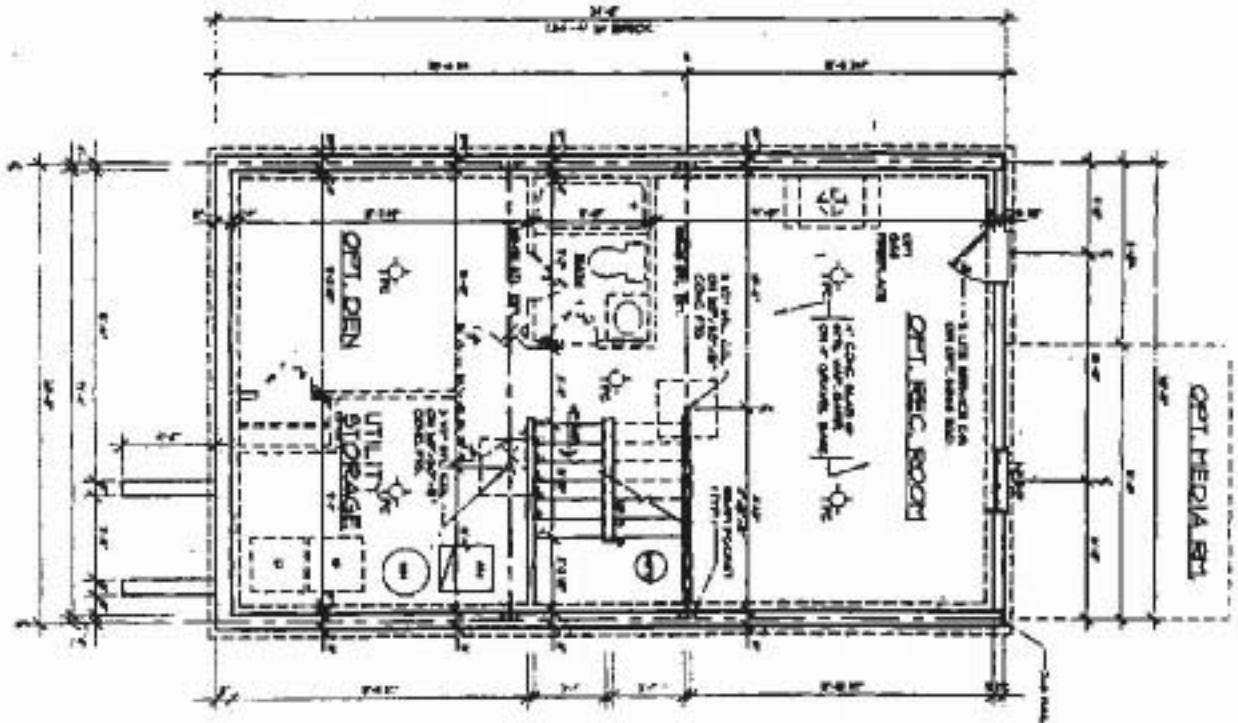
Optional
First Floor
Plans

Stowe Model

FIRST FLOOR PLAN

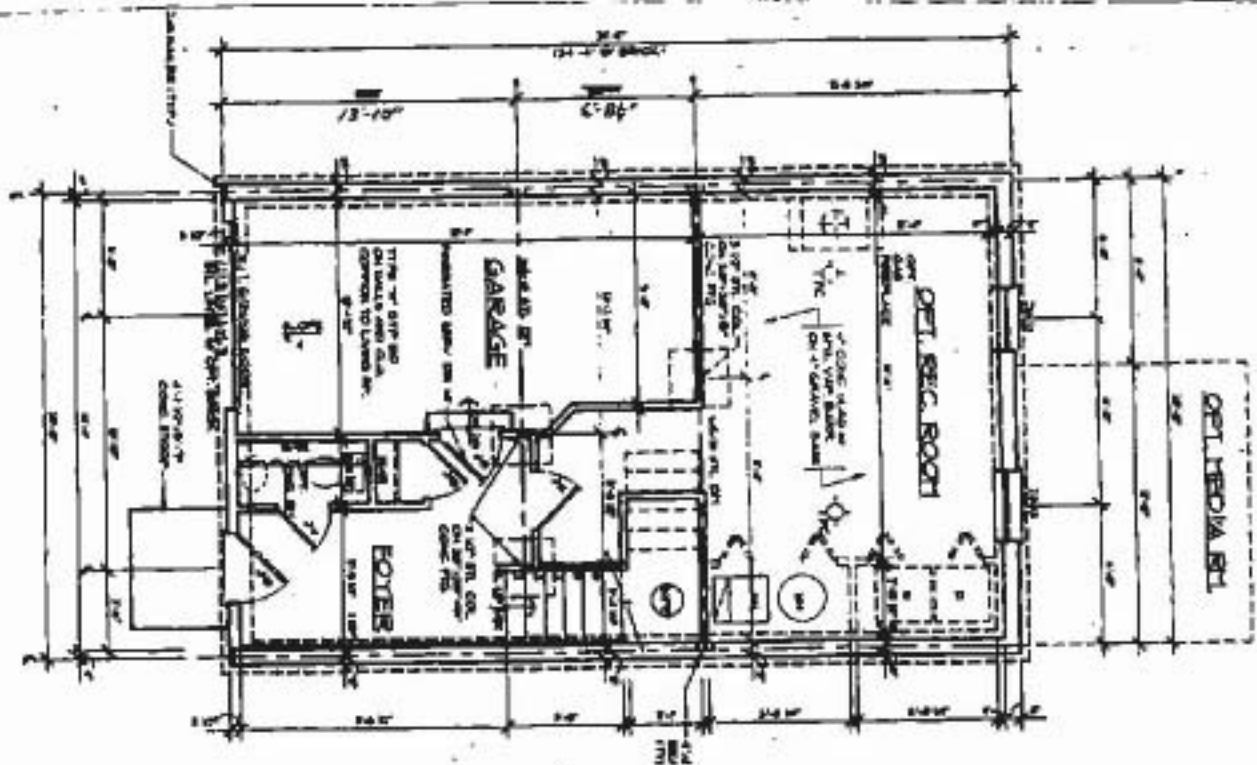




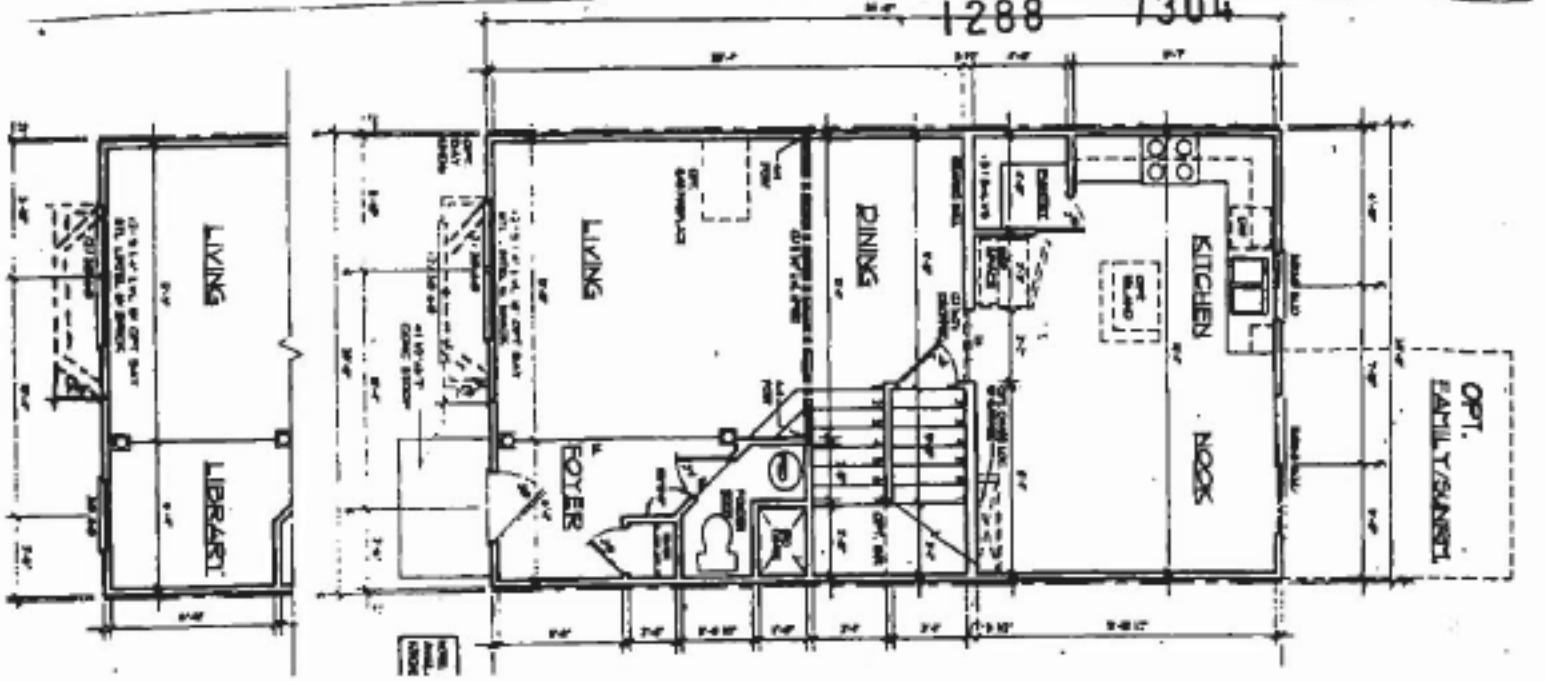


WALKOUT

Opt
Foundation
Plans

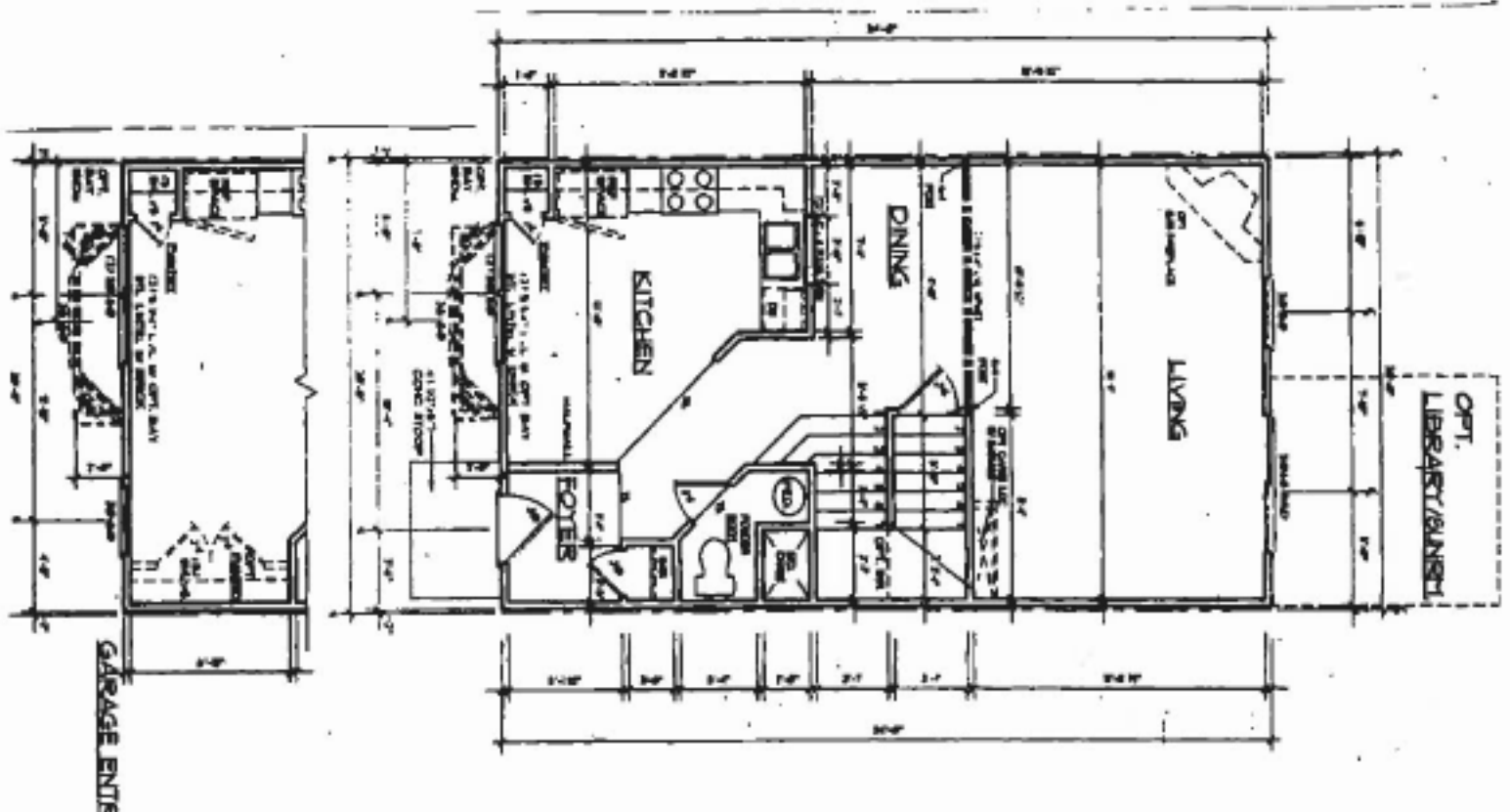


GARAGE



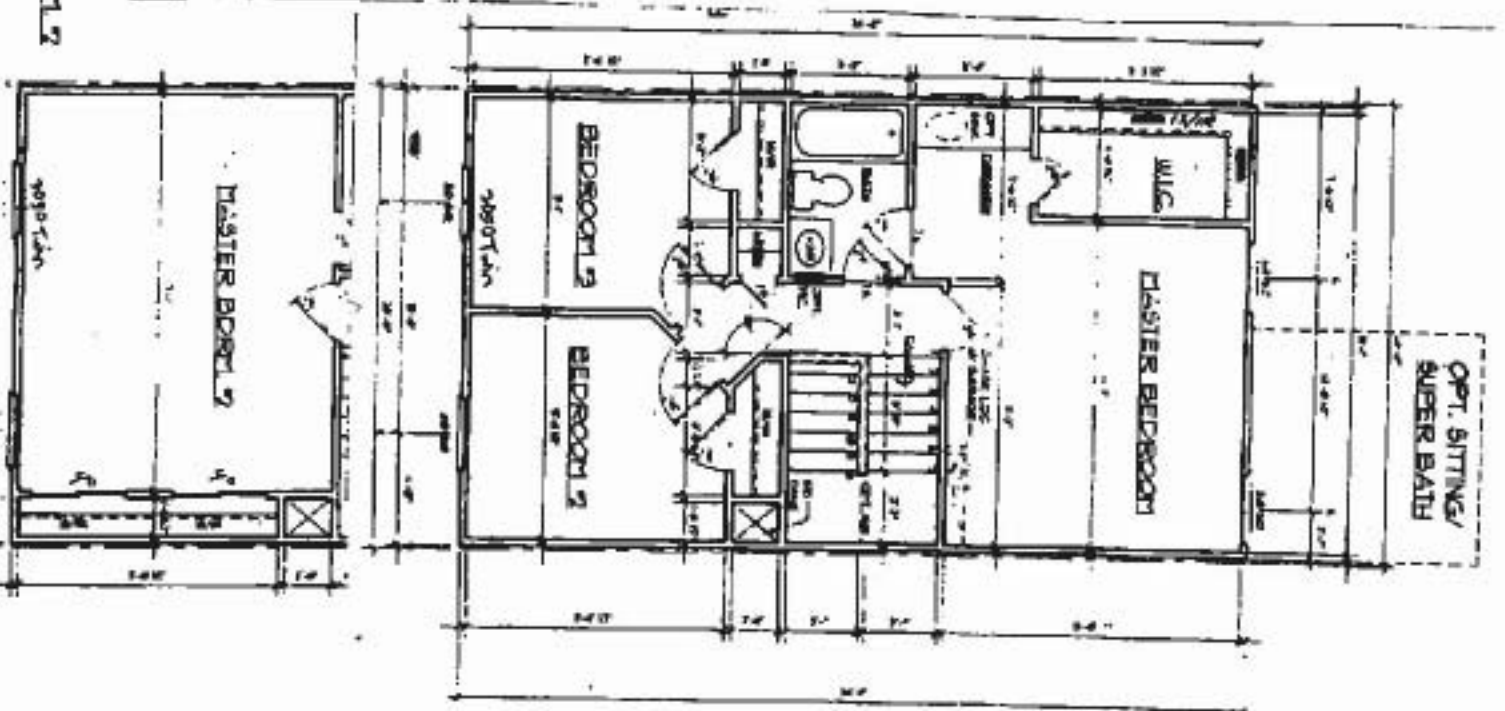
Optional
First Floor
Plans

Vail Model



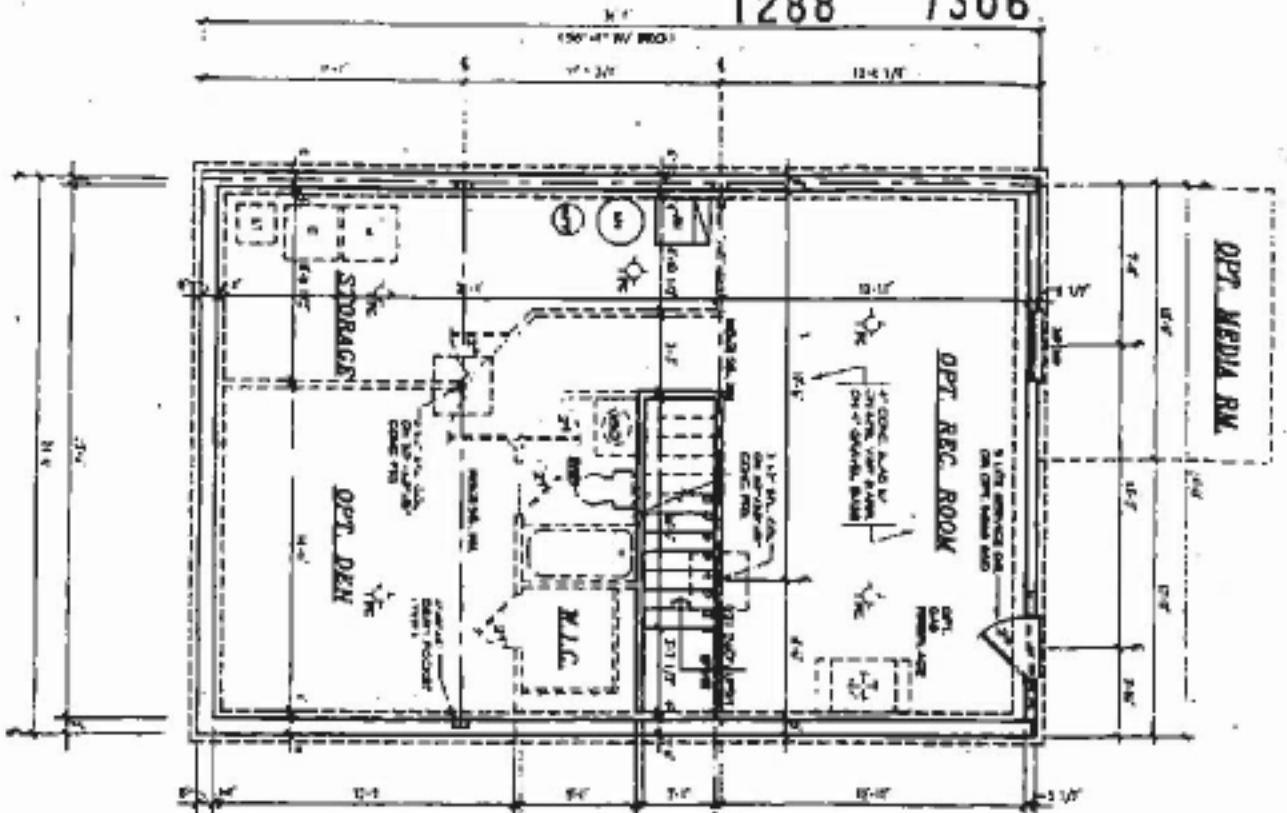
GARAGE ENTR

Second
Floor

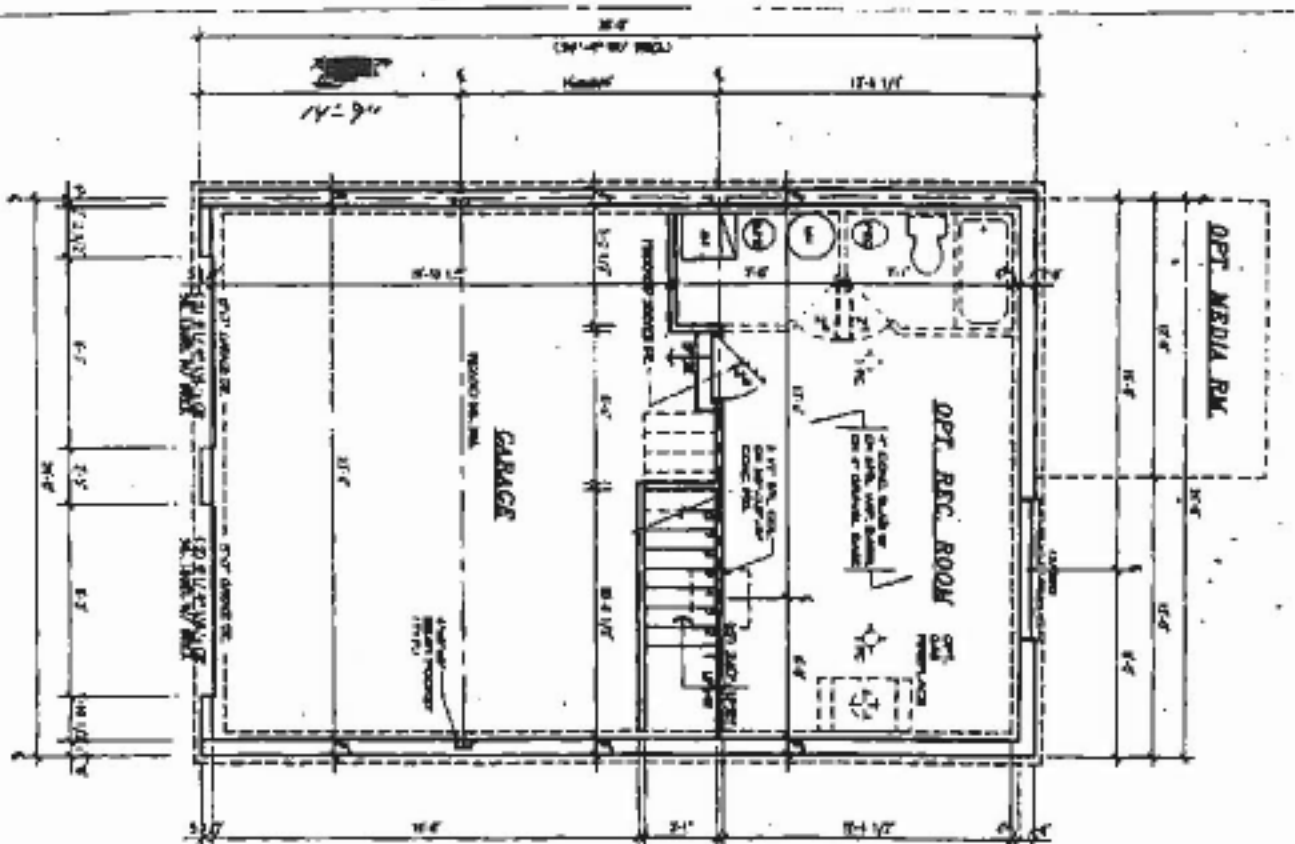


PARTIAL PLAN
W/OPT. MASTER BEDRM 2

Vail Model



Opt.
Foundation
Plans

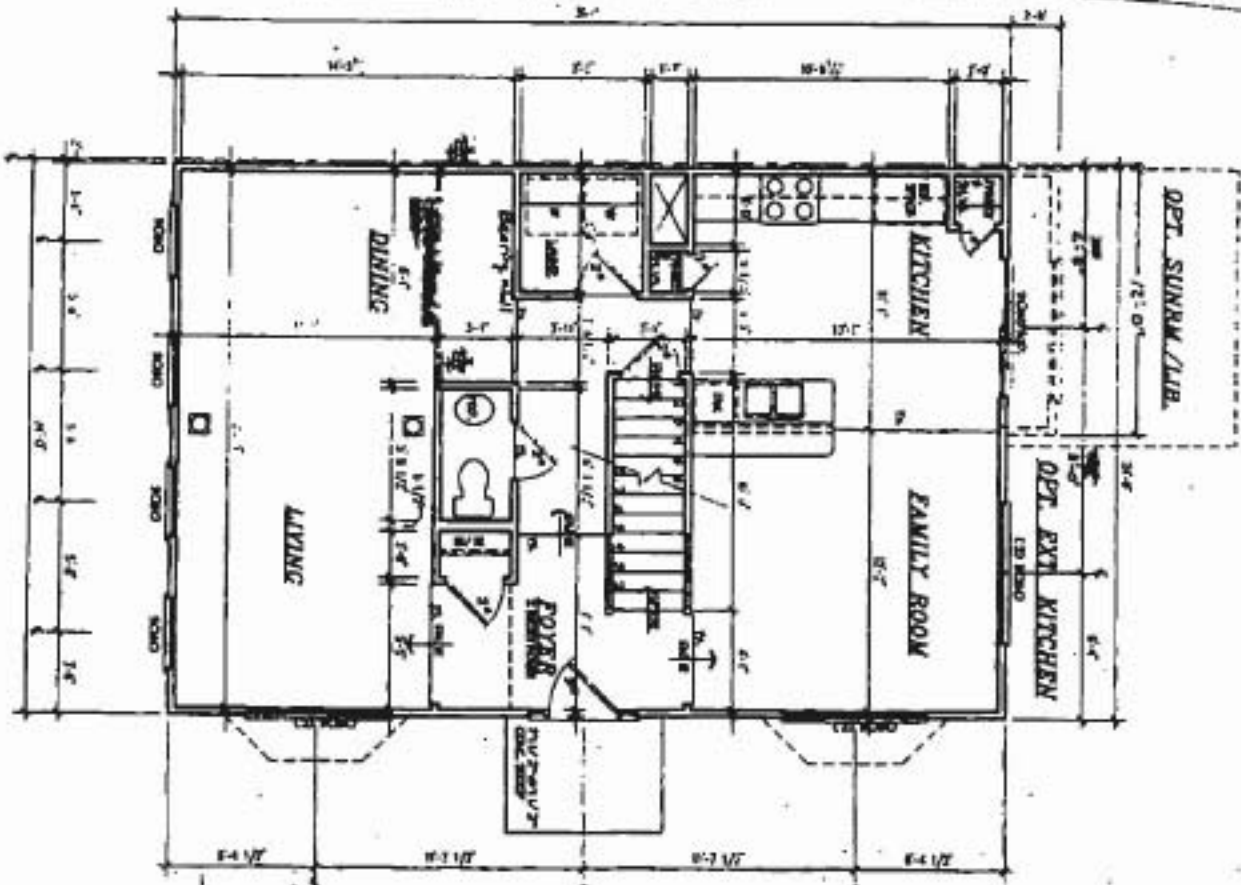


Walkout

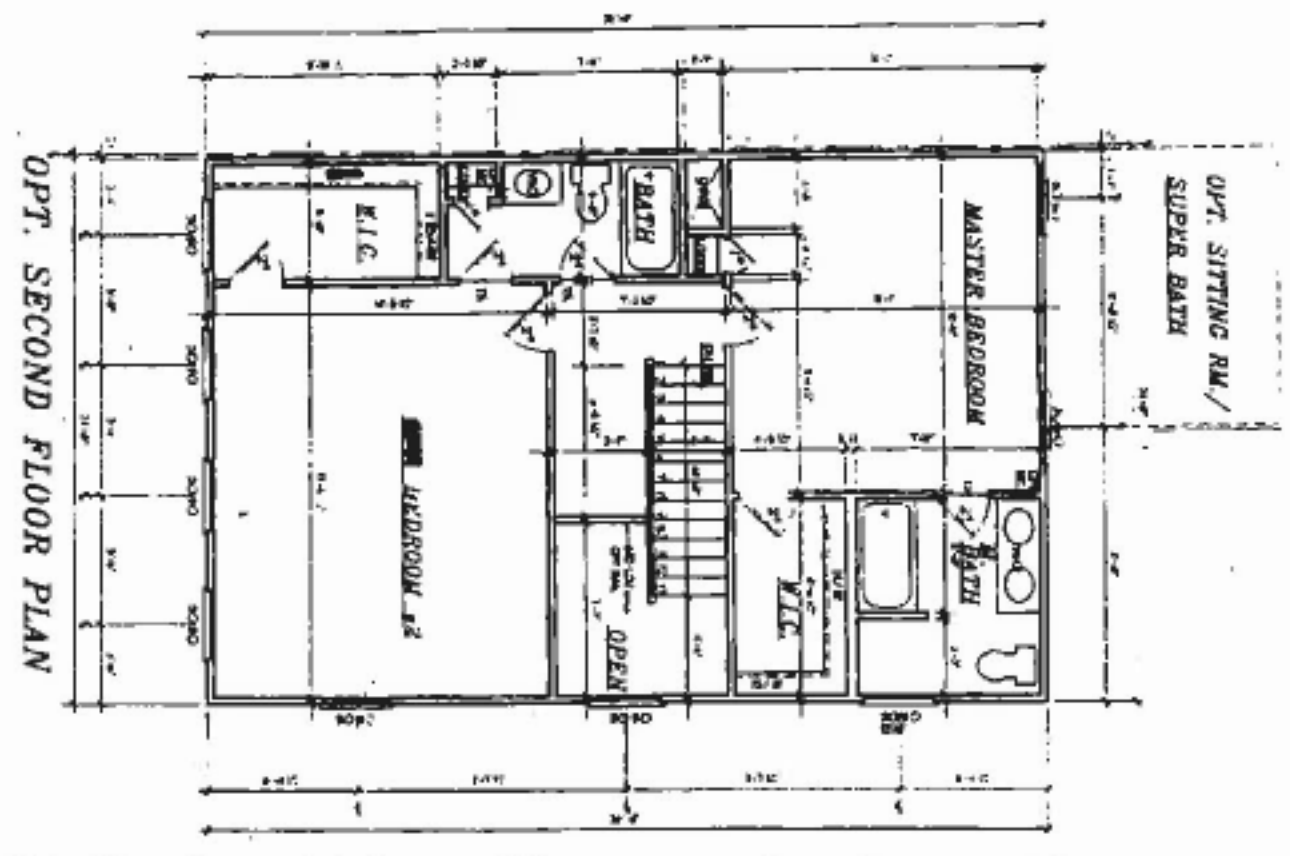
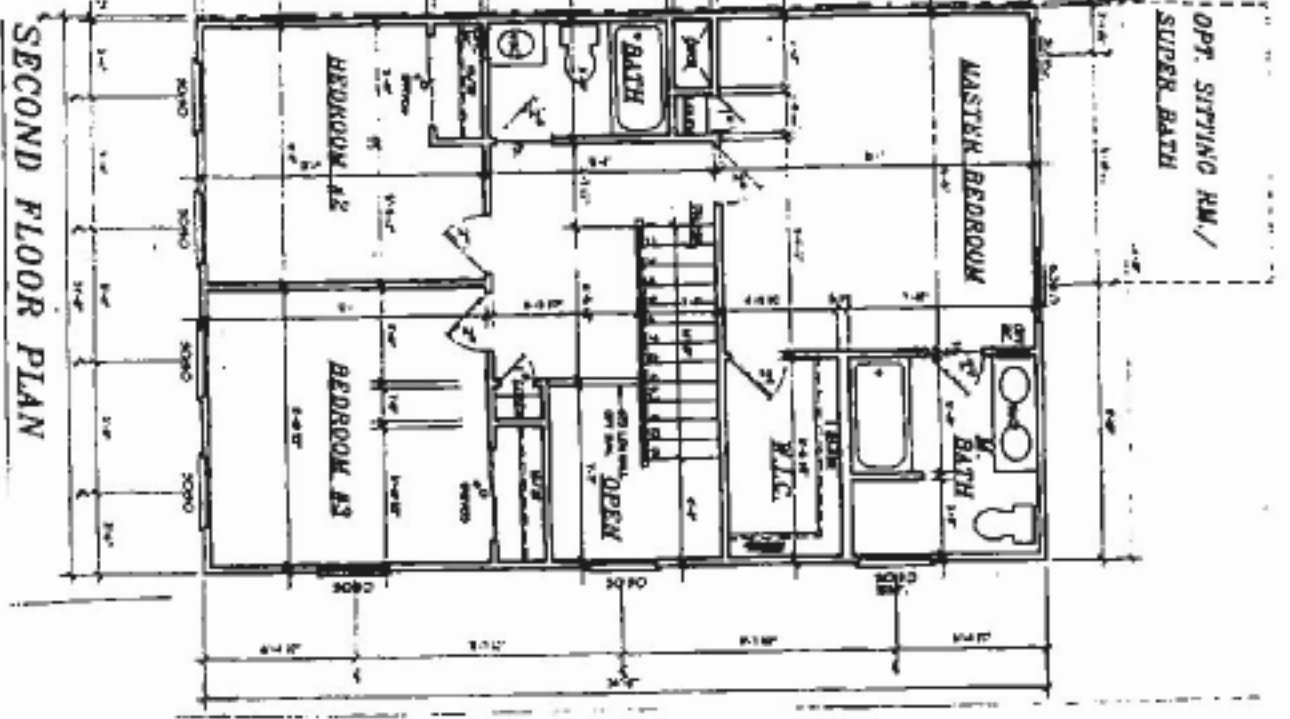
Breckenridge Model

Garage

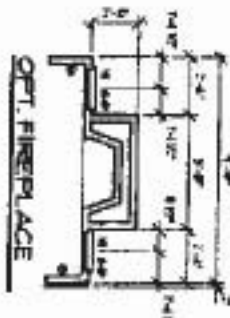
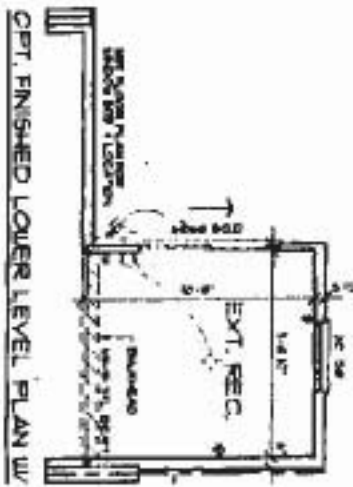
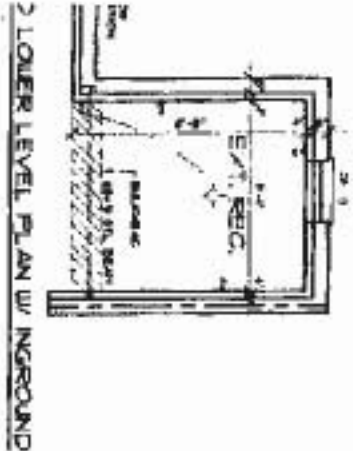
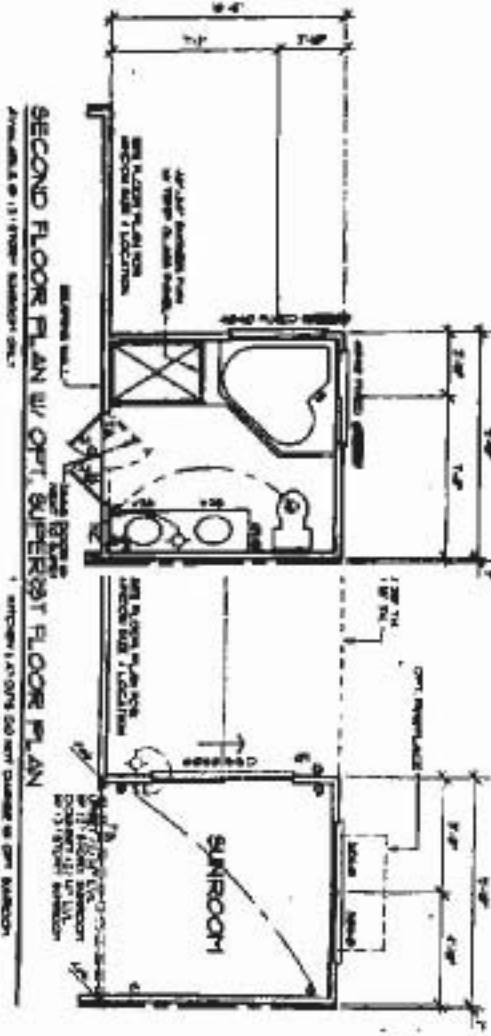
Breckenridge
Model



FIRST FLOOR PLAN



Breckenridge Model



Optional Additions - All Models

EXHIBIT C

No additional real estate has been designated.

No convertible real estate has been designated.

No withdrawable estate has been designated.

RECORDER OF DEEDS
YORK COUNTY
PENNSYLVANIA
INSTRUMENT NUMBER
1997020161
RECORDED ON
Apr 17, 1997
2:56:21 PM
RECORDING FEES \$75.00
STATE MORTGAGE TAX \$0.50
TOTAL \$75.50