

DECLARATION CREATING
AND ESTABLISHING SPRINGCREEK MANOR, A CONDOMINIUM

THIS DECLARATION is made the 30th day of October, 1988 by SPRINGCREEK MANOR, INC., a corporation with offices at 29 East King Street, Lancaster, Pennsylvania ("Declarant");

WITNESSETH:

WHEREAS, the Declarant is the owner in fee simple of the tract of land referred to herein and has constructed and intends to construct residential buildings and other improvements thereon;

WHEREAS, by this Declaration the Declarant intends to submit that land, which is described more fully in Exhibit A hereof, and the building and improvements thereon, to the Uniform Condominium Act, Act of July 2, 1980, P.L. _____ No. 82 for the specific purpose of creating and establishing Springcreek Manor, a Condominium;

NOW, THEREFORE, the Declarant, intending to be legally bound, does hereby declare and state as follows:

§ I. DEFINITIONS. The terms "Association", "Common Elements", "Common Expenses", "Common Expense Liability", "Condominium", "Convertible Real Estate", "Declarant", "Executive Board", "Identifying Number", "Limited Common Element", "Person", "Purchaser", "Real Estate", "Special Declarant Rights", "Unit", and "Unit Owner" shall have the meanings ascribed to them in the Act and refer to the persons, matters or things identified in this section when used herein or in any other instruments constituting the Condominium Documents. The additional terms below shall have the meanings ascribed to them in this section when used herein or in any other instruments constituting the Condominium Documents:

"Act" means the Uniform Condominium Act, Act of July 2, 1980, Pol. _____, No. 82.

"Approved" means Approved at a meeting of the Association. An action is Approved upon the affirmative vote of a majority of the Votes of the Unit Owners present in person or by proxy at the meeting of the Association unless a different number of Votes is required by the Act or the Condominium Documents.

"Assessment" means the sums assessed against a Unit by the Association for the share of Common Expenses chargeable to it or for any other expense which may be chargeable to a Unit under the Condominium Documents.

The Association is Springcreek Manor Condominium Association, a Pennsylvania nonprofit corporation.

"Building" means any building containing Units which comprises part of the Condominium at the time of reference.

"Bylaws" means the Bylaws of the Association at the time of reference. The initial Bylaws bear even date herewith and are entitled "Bylaws of Springcreek Manor Condominium Association".

The Common Expense Liability allocated to each Unit is expressed in Section 7 hereof and set forth on Exhibit "B" attached hereto.

"Common Interest" means the proportionate undivided interest in the Common Elements allocated to each Unit as expressed in Section 7 hereof and set forth in Exhibit B attached hereto.

The Condominium established by and referred to in the Declaration and the Real Estate included in the Condominium, consists of a fee simple absolute estate in the Land, all buildings identified as part of the Condominium by the Declaration at the time of reference, all other improvements on the land, and all tenements, hereditaments and appurtenances thereto, and all licenses, easements, covenants, and rights of way appurtenant thereto.

"Condominium Documents" means and includes this Declaration, the Bylaws, and any rules and regulations governing the use and operation of the Condominium adopted by the Association at the time of reference.

The "Convertible Real Estate" consists of the portion of the land described in Exhibit C.

"Declarant" refers to Springcreek Manor, Inc., a corporation or any successor to its Special Declarant Rights.

"Declaration" means this instrument and all amendments to it made at the time of reference.

"Declaration Plan" means the plat and plans of the Condominium prepared by McCloud, Scatchard, Derck and Edson, dated October 29, 1980, Project No. 4880, sheets DP-1 and FP-1 to FP-4, intended for Recording concurrently with this Declaration, together with all amendments and supplements at the time of reference. The Declaration Plan is an integral part of the Declaration.

The Executive Board is the Board of Directors of the Association.

"Land" means the tract of land described in Exhibit A and all easements, rights, liberties, privileges, hereditaments and appurtenances belonging thereto.

"Owner" means Unit Owner.

"Recorded" means duly entered of record in the Office of the Recorder of Deeds of Dauphin County, Pennsylvania.

The Units designated for separate ownership by this Declaration are bounded and described as set forth in Section 4 hereof and in the Declaration Plan,

contain the portions of the Condominium indicated in Section 4 hereof and the Declaration Plan, and are identified by the identifying numbers set forth on Exhibit B and on the Declaration Plan.

"Votes" means the votes in the Association which the Unit Owners are entitled to cast as the members of the Association. The Votes are allocated to the Units in Section 7 and Exhibit B.

§ 2. SUBMISSION OF CONDOMINIUM TO ACT. This Declaration is filed pursuant to the Act and Declarant hereby submits the Condominium to the provisions of the Act. The Condominium is located entirely within Derry Township, Dauphin County, Pennsylvania. Concurrently with the Recording of the Declaration, Declarant has Recorded the Certificate of Completion of the Buildings required by the Act, which Certificate of Completion has been prepared and executed by ~~William Scratchard, Jr., a registered professional engineer, and is dated October _____, 1980.~~ Gordon C. Woodland, a registered architect, and is dated October 29, 1980.

§ 3. NAME. The Condominium shall hereafter be identified and known as "Springcreek Manor, a Condominium".

§ 4. DESCRIPTION OF UNITS.

(A) Subdivision into Units. The Condominium is to consist of the 11 Units and the Common Elements as shown on the Declaration Plan, and any additional Units created upon exercise of the Special Declarant Rights set forth in Section 9 hereof. Declarant hereby subdivides the Condominium into 11 separate parcels of real estate, each parcel being one Unit shown and identified on the Declaration Plan, together with the Common Interest appurtenant to such Unit. Each Unit, together with its undivided Common Interest shall for all purposes constitute a separate parcel of real estate, subject only to the Act and the provisions of the Condominium Documents. Each Unit together with its undivided Common Interest may be held, owned, purchased, sold, conveyed, mortgaged, leased, encumbered, and otherwise dealt with in the same manner as permitted by the laws of Pennsylvania for any other real property. The identifying number of each Unit is set forth on the Declaration Plan and in Exhibit "B" attached hereto.

(B) Unit Boundaries.

(1) The boundaries of each Unit are delineated on the Declaration Plan and consist of:

- (a) The perimeter walls of the Unit;
- (b) The Unit-side surfaces of the roof sheathing - in the attic area of the Unit;
- (c) If the Unit is constructed on a concrete slab in whole or in part, the first floor of the Unit to the extent resting upon the said slab;

(d) If the Unit is constructed with a basement in whole or in part, the unfinished concrete basement floor;

(e) The Unit-side surface of the fire box of any fireplace recessed in any perimeter wall of the Unit; and

(f) The entire thickness of all doors, door frames and sills, door glass, window, window frames, sills and assemblies and window glass.

(2) Each Unit consists of:

(a) The area and space enclosed within the boundaries of the Unit, including the boundaries themselves;

(b) Except as otherwise provided by the Act or this Declaration, all interior partitions; wall, floor and ceiling coverings; mantels, moldings and baseboards; appliances, and other fixtures, improvements and equipment located within the boundaries of the Unit; and

(c) Whether or not within the boundaries of the Unit, all chimneys, ducts, and flues serving the Unit exclusively and all electrical, plumbing, heating, ventilating, and air conditioning machinery, equipment, fixtures, systems, appliances and installations serving the Unit exclusively.

(3) Whether or not located within the boundaries of the Unit, no Unit includes:

(a) Any structural element of a Building, including, without limitation, foundations; load bearing walls or exterior walls; party walls; columns; beams and girders; the roof; concrete floor slabs; or joists or trusses; or

(b) Any pipe, chimney, chute, flue, duct, pipe chase, conduit, wire, cable, line, meter or any other element of any utility machinery, equipment system or facility which serves or is intended to serve or necessary to deliver any utility service to two or more units or any portion of the Common Elements.

§ 5. COMMON ELEMENTS.

(A) No Partition. The Common Elements shall remain undivided and no action for partition or division of any part thereof shall be permitted, except in the event of termination of the Condominium in the manner provided in Section 18.

(B) Use. Except as their use may otherwise be limited by the Condominium Documents, each Unit Owner, tenant and occupant of a Unit, and the respective family members, guests, agents, customers and employees of such Unit Owners, tenants and occupants, 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, customers and employees, for the purposes for which they are intended without hindering or encroaching upon the lawful rights of the other Unit Owners.

(C) No Waiver of Liability. No Unit Owner may exempt himself from liability for Assessments by waiver of the enjoyment of the right to use any of the Common Elements or by abandonment of his Unit or otherwise.

§ 6. LIMITED COMMON ELEMENTS. Certain of the Common Elements, which are herein designated Limited Common Elements, are intended to be used exclusively by specific Units. The Limited Common Elements, and the rights of specific Units to the use thereof, are as follows:

(A) Porches and Patios. Each Unit has a deck, a patio or a screened porch adjacent to it, or has a combination of 2 of them adjacent to it. The decks, patios and porches allocable to each Unit are identified on Exhibit B. Each Unit has an easement for the exclusive use of any adjacent deck, patio or screened porch; provided, however, that the deck, patio or screened porch may not be used for storage or for the hanging or drying of laundry.

(B) Courtyards. Each Unit has an easement for the exclusive use of the courtyard and landscaped area adjoining the front exterior façade of the Unit; provided, however, that no such area may be used for storage of any kind (except within storage facilities, if any, which are a part of the Building and depicted on the Declaration Plan) or for the hanging or drying of laundry and, provided further, that such area as originally designed and constructed by Declarant shall not be modified by the addition or removal of any permanent structure, fixture, equipment or appliance of any kind whatsoever without the express prior written consent of the Executive Board. Planting and landscaping within such courtyard areas by Unit Owners shall be subject to such general rules and regulations as from time to time may be adopted by the Executive Board.

The boundaries of each courtyard area are depicted on the Declaration Plan.

(C) Rear Yards. The Declaration Plan identifies rear yards adjoining each Unit, which rear yards are of the full width of each Unit and extend from the exterior rear facade of the Unit to a depth specified in each case on the Declaration Plan. Each Unit has an easement for the exclusive use of the rear yard adjoining the Unit; provided, however, that no rear yard may be used for storage of any kind or for the hanging or drying of laundry and provided, further, that no rear yard as originally constructed by Declarant shall be modified by the addition or removal of any permanent structure, fixture, equipment or appliance of any kind without the express prior written consent of the Executive Board. Planting and landscaping of rear yard areas by Unit Owners shall be subject to such general rules as from time to time are adopted by the Executive Board. *(Declaration Plan on file generally stipulates rear yard depth of 30'; see Plan for specifics.)*

The boundaries of each rear yard are depicted on the Declaration Plan.

(D) Drives. The driveway leading from the main drive of the Condominium to each Building is allocated in common to all units within such Building, except that any portion of such driveway within 15 feet of a garage is allocated exclusively to the Unit of which the garage is a part.

The use of any of the foregoing Limited Common Elements by the Unit Owners possessing easements for the use thereof shall at all times be subject to any and all rules and regulations which are established by the Executive Board from time to time.

§ 7. COMMON INTERESTS; COMMON EXPENSE LIABILITY; VOTING.

(A) Common Interests: Each Unit has allocated to it the Common Interest which is set forth in Exhibit "B". The Common Interest of a Unit shall be Inseparable from the Unit. The Common Interest of a Unit and the fee title to such Unit shall not be separately conveyed, transferred, leased, devised, or encumbered and the Common Interest allocated to a Unit shall be deemed to be conveyed, transferred, leased, devised, or encumbered with the Unit whether or not expressly referred to in the instrument effecting the same. The Common Interest of each Unit is subject to diminution on exercise of the Special Declarant Rights -to create additional Units reserved in Section 9 hereof.

(B) Common Expense Liability: Each Unit has allocated to it the Common Expense Liability which is set forth in Exhibit "B". The Common Expense Liability allocated to a Unit shall be inseparable from the Unit and shall be deemed to be conveyed, transferred, leased, devised, or encumbered with the Unit whether or not expressly referred to in the Instrument effecting the same. The Common Expense Liability of each Unit is subject to diminution on exercise of the Special Declarant Rights to created additional Units reserved in Section 9 hereof.

(C) Voting: Each Unit Owner shall be entitled to cast one (1) Vote in the Association. The right of any person to cast the Votes allocated to a Unit shall be established by the record title of such Unit.

(D) Allocation Formulas: The formulas used to establish the Common Interest, Common Expense Liability and Votes allocated to each Unit are as follows:

(1) The Common Interest and Common Expense Liability allocated to each Unit have been determined by dividing the number of square feet of floor area of the Unit by the aggregate number of square feet of all Units. In making this determination, the floor areas of garages, basements, decks, porches, and patios have not been considered.

(2) The Votes allocated to each Unit have been allocated by assigning one (1) vote to each Unit.

§ 8. LIMITED EXPENSES.

(A) Any expense of the Association associated with the maintenance, repair, or landscaping of driveways, courtyards, or rear yards shall be assessed against all Units as a Common Expense.

(B) All costs of gas, electrical energy, telephone, cable television, water, sewer and other utility services supplied to a Unit shall be borne by the Unit

Owner and shall not be a common expense if separately charged by the service provider to the Unit. The costs of any utility services to Units which are charged by the provider of the service to the Association at the approval of the Executive Board shall be common expenses and shall be allocated and assessed by the Association to the Units served equally, or based upon usage as metered by the Association or the service provider, or in such other manner as the Executive Board determines to be equitable from time to time.

(C) Any other expense benefiting fewer than all of the Units shall be assessed exclusively against the Units benefited. The Executive Board shall determine what expenses benefit fewer than all Units, the identity of all Units benefited, and the shares in which the Units benefited shall be assessed for such expenses.

§ 9. CONVERTIBLE REAL ESTATE; ADDITIONAL UNITS.

(A) Explicit Reservation. Declarant reserves the option to create any number of additional Units up to a maximum of ten additional Units, in a maximum of three additional buildings, within the Convertible Real Estate, and further reserves the option to create within the Convertible Real Estate limited common elements to be allocated to the additional units created therein. The option hereby reserved shall lapse seven years after the date the Declaration is Recorded. There are no limitations on the option reserved except as specified in this Section 9 or created by or imposed pursuant to law.

(B) Exercise of Conversion Right. Additional Units and limited common elements may be created within the Convertible Real Estate at different times and the rights hereby reserved shall not be exhausted by any partial exercise thereof, it being intended that the right shall remain in effect until fully exercised by creation of ten additional Units. No assurances are made by Declarant in regard to the order in which units will be created within portions of the Convertible Real Estate or the boundaries of various portions of Convertible Real Estate converted in the event Units are created at different times. The maximum number of units per acre created in the event of partial exercise shall be two units per acre, an aggregate density of 21 Units within 11.365 acres.

(C) Application of Declaration Restrictions. All restrictions of the Declaration affecting the use, occupancy and alienation of Units shall apply to all Units created within the Convertible Real Estate in exactly the same manner and to exactly the same extent as said restrictions apply to all Units initially created by this Declaration.

(D) Compatibility. All Buildings and Units erected upon the Convertible Real Estate will be 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. All limited common elements created within the Convertible Real Estate shall be of the same general types and sizes as herein created and the proportion of limited common elements to Units created therein will be substantially the same as the proportion elsewhere. The Units created shall be substantially declarant's model

types A, B, B-alternate, C and D (or mirror images thereof), but may have basements and any other variations in style and design as will not substantially alter the exterior appearance thereof. The model type of each unit initially created is listed in Exhibit B. The Declaration Plan contains plans for each model type. It is intended that additional Buildings will be located substantially in the locations of buildings 5, 6 and 7 as depicted on the Final Land Development Plan of the Condominium Recorded in Subdivision Plan Book I, Volume 3, Page 32, subject to variations in building location resulting from substitution of unit model types from those depicted in said Land Development Plan. The improvements and limited common elements (other than Buildings and Units) that may be made or created within the Convertible Real Estate are limited to streets, drives, walkways, courtyards, landscaping, utility delivery and distribution systems, surface water drainage and retention systems, and other improvements of the character depicted in the aforesaid Land Development Plan or any supplemental plan or document submitted the Township of Derry, Dauphin County, Pennsylvania, in connection with its approval of the aforesaid Land Development Plan, or which are made or created in connection with the development of the remainder of the Condominium.

(E) Adjustment of Common Interest, Common Expense Liability and Votes:

(1) Each additional unit created within the Convertible Real Estate shall be entitled to one vote in the Association. As a result of any creation of the additional units the relative voting strength of each unit initially created in this Declaration shall be reduced from one eleventh of the total votes to a maximum of one twenty-first of the total votes.

(2) The Common Interest and Common Expense Liability allocated to each Unit shall be reallocated at the time of creation of any additional Unit within the Convertible Real Estate. As a result of the reallocation each Unit shall be assigned a percentage of Common Interest and Common Expense Liability determined by dividing the square foot of floor area of the Unit by the aggregate floor area of all Units. In considering floor areas, space located within porches, patios, decks, garages and basements shall not be considered and each model type shall be deemed to contain the area specified below:

Model A units - 1844 square feet

Model B units - 1723 square feet

Model B-alternate units 1828 square feet

Model C units - 2337 square feet

Model D units - 2435 square feet

The percentages assigned as a result of the foregoing formula shall be determined to the nearest one one-hundredth of one per cent and shall be rounded to produce a total for all Units of 100 per cent.

(F) Manner of Exercise. The option to create additional Units and limited common elements reserved in this Section 9 may be exercised by Declarant or by any transferee of Declarant's Special Declarant Rights by an amendment to the Declaration meeting the requirements of the Act. Such amendment to the Declaration may be adopted without the joinder of any other Unit Owner, lienholder, or other person.

§ 10. ASSESSMENTS.

(A) Allocation. Limited Common Expenses shall be assessed against the Units in the manner and proportions provided for in Section 8. All other Common Expenses shall be assessed against by all the Units in accordance with the Common Expense Liability allocated to each Unit. The Unit Owners shall be severally liable for payment of their respective Assessments and not jointly.

(B) Liability. All Assessments shall constitute the personal liability of the Owner of the Unit assessed, jointly and severally if more than one person is the Owner, and shall until fully paid constitute a lien against such Unit as provided by the Act. The lessee of a Unit shall be jointly and severally liable with the Owner to the Association for payment of Assessments during the term of the lease. Any Assessment which the Association determines to be uncollectible may be reassessed as a Common Expense. The Association may enforce its claim against a Unit Owner and lien against a Unit for Assessments and for any and all fees, charges, late charges, fines and interest due the Association from the Unit Owner, all of which are enforceable as Assessments under the Act, by any means provided in the Act or otherwise permitted by law.

(C) Liens. The creation, priority, enforcement, divesture and extinguishment of liens of the Association against Units for unpaid Assessments and for fees, charges, late charges, fines and interest enforceable as Assessments, shall be as provided in the Act. For the purpose of determining priorities of such liens vis-à-vis the lien of any mortgage or deed of trust on a Unit securing a first mortgage holder, all Assessments which are payable on a monthly, quarterly or other regular basis shall constitute separate Assessments each of which is effective as a lien on the first day of the month when it is due. Such regular Assessments shall not be deemed to be installments of an annual Assessment for purposes of establishing lien priority, regardless of whether described by the Association as installments of annual Assessments for other purposes.

(D) Certification by Association. Any Unit Owner or purchaser shall be entitled to obtain from the Association a statement in recordable form setting forth the amount of unpaid Assessment s levied against the Unit as of the date of the statement. Any such statement given by the Association shall bind the Association, the Executive Board, and every Unit Owner. Upon sale of a Unit the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments disclosed in the certificate or becoming due after the effective date thereof (or for all Assessments regardless of amount that the Association has not been requested to furnish a certificate prior to conveyance) but such joint and several liability shall be without prejudice to the grantee's right to recover from the grantor the amount of any such unpaid Assessments.

(E) Surplus Funds. If the aggregate Assessments for Common expenses exceed such expenses in any year, the surplus shall be credited to the Units in proportion to their Common Expense Liabilities to reduce future Assessments.

§ 11. THE ASSOCIATION AND EXECUTIVE BOARD. Subject to the limitations contained in the Condominium Documents, the Association shall have all powers and authority granted by the Act and the Condominium Documents and shall perform all duties specified in the Act and the Condominium Documents. The Association is expressly authorized to adopt and enforce rules and regulations concerning the use, operation and enjoyment of the Condominium, including without limitation rules concerning pets and parking of motor vehicles. Except as otherwise provided in the Act and the Condominium Documents, the Executive Board may act in all instances on behalf of the Association and all acts duly authorized and approved by the Executive Board shall constitute acts of the Association.

§ 12. MAINTENANCE AND REPAIR.

(A) Alterations. Without the prior written approval of the Association, no Unit Owner shall perform any alteration, modification, decoration, removal, addition to, or change in the appearance of, the Common Elements whatsoever, or make any modification, decoration, alteration or addition to his Unit which may affect any structural element of the Building. The Association may in its unrestricted discretion grant or withhold approval of any proposed alteration, modification, removal or addition and in granting approval may impose upon the Unit Owner such conditions as it deems appropriate.

(B) Association Responsibilities. The Association shall maintain, repair and replace all Common Elements (except Limited Common Elements which any Unit Owner is obliged to maintain under the Declaration) and all incidental damages caused by work done in any Unit by direction of the Association.

(C) Unit Owner Responsibilities. Each Unit Owner shall:

(i) maintain, repair or replace at his own expense all portions of his Unit;

(ii) maintain, repair and replace all doors, door frames and sills, door glass, windows, window frames, sills and assemblies, and window glass which are a part of the Unit;

(iii) maintain and repair any porch, patio or deck which is a Limited Common Element allocated to the Unit;

(iv) pay the expenses incurred by the Association in making repairs or replacements of the Common Elements caused by his wilful or negligent act or failure to act;

(v) keep in a neat and orderly condition any limited Common Element allocated exclusively to this Unit; provided, however, that the Association shall

provide all lawn care and planting, and care of shrubs and plantings within courtyards and rear yards constituting Limited Common Elements except to the extent that the responsibility for such grounds maintenance has been accepted by the Unit Owner with the approval of the Association pursuant to general rules and regulations from time to time established by the Association.

(vi) perform his responsibilities in such a manner and at such reasonable hours so as not to disturb other Unit Owners;

(vii) notify the Association of the need for any maintenance, repair or replacement to the Unit or any Limited Common Element appurtenant to it, the responsibility for performance of which lies with the Association; and the failure of the Association to take action on such notice shall not be deemed a waiver by it of its rights nor shall it be deemed to constitute its consent thereto or its agreement to pay for such work. The Unit Owner shall abide by any terms specified by the Association relating to the conduct of such repair work; and

(viii) maintain a minimum temperature of 50 degrees in the Unit and repair or replace at his own expense any damage to the water or sewer pipes by failure to maintain the aforesaid minimum temperature.

§ 13. RESTRICTIONS AND COVENANTS.

(A) General. By acceptance of a Unit Deed every Unit Owner shall covenant on behalf of himself, his heirs, successors and assigns that he will comply strictly with the terms, covenants and conditions set forth in the Condominium Documents, and in Rules and Regulations as is adopted from time to time by the Executive Board of the Association, in relation to the use and operation of the Units, the Common Elements, and the Condominium. Failure to comply with the Condominium Documents or Rules and Regulations shall be grounds for an action for damages and injunctive or other equitable relief. Such action may be maintained by an aggrieved Unit Owner, or the Association on its own behalf or on behalf of the Unit Owners, or by any mortgagee of a Unit who is aggrieved by any such non-compliance. In any case of flagrant or repeated violation by a Unit Owner, the Owner may be required by the Association to give sufficient surety or sureties for his future compliance.

(B) Specific Restrictions on Use of Units.

(1) Each Unit is intended to be, and shall be, used as a private residence only. Any other use of any Unit incidental to principal use of a Unit as a residence shall be permitted only with the prior written consent of the Association and where permitted by law.

(2) A Unit Owner shall not use, permit or allow the Unit or any part thereof to be used for an offensive or unlawful purpose and he shall not permit or allow any nuisance within the Unit and he shall not use or allow the Unit to be used in a manner which unreasonably interferes with the peaceful possession, enjoyment and proper use of the Property by the other Unit Owners or other residents thereof.

(3) No Unit Owner may lease less than the entire Unit. All leases shall be in writing and shall provide that the terms thereof shall be subject in all respects to the provisions of the Condominium Documents and that the failure by the tenant to comply therewith shall constitute a default under such lease.

(C) Right of First Refusal.

(1) Any Unit Owner desiring to sell his Unit shall first offer the Unit to the Association in writing at a price fixed by the Owner and on the terms of sale specified below. A meeting of Unit Owners shall be held to consider the offer within 20 days following its receipt by the Association. The offer shall be accepted by the Association within five days of the meeting if acceptance is Approved by the Unit Owners. The Unit Owner offering to sell the Unit shall not be entitled to vote on acceptance or rejection of his offer.

(2) If the Unit Owner's offer is not accepted in the manner provided above, the Unit Owner shall have the right to sell his Unit to any person at any price equal to or higher than the price at which the Unit was offered to the Association (or at any price higher than any counter offer made by the Association in writing upon the Approval of the Unit Owners) provided that the settlement on conveyance of the Unit is held within six months of the date of the Unit Owner's offer to the Association.

(3) Any Unit Owner or purchaser or prospective purchaser of the Unit shall be entitled to obtain from the Association a certificate in recordable form setting forth whether or not the Unit Owner has complied with this Section and whether or not the Association has accepted or rejected any offer made by the Unit Owner, which certificate shall be furnished within one week of written request.

(4) Notwithstanding any other provision in this section the Association shall not have any right to receive any offer of any Unit prior to any of the following transactions:

(i) Conveyance of any interest in any Unit at any tax sale or judicial sale in enforcement of a mortgage, judgment, tax lien, municipal claim or other lien;

(ii) Any transfer of all or any part of an interest in any Unit between one or more Unit Owners; or to or in trust for the spouse, parent, or descendants of any Unit Owners; or from any Unit Owner which is a corporation or partnership to any of its shareholders or partners; or from a Unit Owner which is a trustee to the beneficiaries of such trust; or by will, intestacy laws, or operation of law on the death of any Unit Owner; or

(iii) Any transfer of any kind whatsoever to or by any bank, state or federal savings and loan association, or other lending institution; or

(iv) Any transfer of any kind whatsoever to or by Declarant.

(5) Any sale pursuant to any offer made by the Unit Owner to the Association under this Section shall be on the following terms:

(i) The purchase price shall be paid in cash or certified check at the settlement which shall be held on or before the sixtieth day following the date of acceptance of the offer by the Association;

(ii) Realty transfer taxes shall be borne one-half by the Unit Owner and one-half by the Association;

(iii) Real estate taxes and Assessments shall be apportioned to the date of settlement on a fiscal year basis;

(iv) The Unit Owner shall convey to the Association or its nominee good and marketable fee simple title to the Unit free and clear of all liens, encumbrances and easements except the Condominium Documents and the rights, privileges and easements thereby created, and such other easements and restrictions as may exist on the date of establishment of Springcreek Manor Condominium by this Declaration or which are thereafter created by operation of law or Approval of the Unit Owners;

(v) All risk of loss shall remain with the Unit Owner until the date of settlement or earlier delivery of possession;

(vi) Possession of the Unit shall be delivered to the Association at settlement;

(vii) The sale shall include all plumbing, heating and lighting fixtures, range, clothes washers and dryers, dishwashers, and any other built-in fixtures and appliances within the Unit, curtain and drapery rods and hardware, screen and storm doors and windows, and any other articles permanently affixed to the Unit;

(viii) The Association shall pay for all costs of preparation of a deed to the Unit and title insurance at regular rates.

§ 14. ENCROACHMENTS; EASEMENTS.

(A) Encroachment. To the extent that any Unit or Common Element now or hereafter encroaches upon any other Unit or Common Element a valid easement for the encroachment and for the maintenance of the same shall exist for so long as the Units and Common Elements affected thereby shall stand. This easement does not relieve a Unit Owner of liability in case of his wilful misconduct nor relieve any person of liability for failure to adhere to the Declaration Plan.

(B) Physical Boundaries. In interpreting any and all provisions of the Condominium Documents, subsequent Unit Deeds to, and mortgages of, Units, the actual location of the Unit shall be deemed conclusively to be the property intended to be conveyed, reserved or encumbered notwithstanding any minor deviations from the locations indicated on the Declaration Plan.

(C) Utilities. A valid easement does and shall continue to exist throughout the Condominium for the purpose of installation, maintenance, operation, repair and replacement of sewer, water, electric, gas, power, intercom, telephone and television pipes, lines, mains, conduits, wires, poles, transformers and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility system; provided, however, any easements within a Unit for such facilities shall be only at the original location thereof, unless approved in writing by the Unit Owner.

(D) Support. Each Unit shall have an easement over the Common Elements and all other Units for structural support and each Unit is subject to an easement for structural support in favor of every other Unit.

(E) Access. The Association, its agents, employees and contractors, shall have an easement for access to each Unit and all Limited Common Elements to the extent reasonably necessary for the inspection, maintenance, repair and replacement of Common Elements or for making any addition, alteration or improvement thereto, or to abate any violation of the Condominium Documents or of any law or government regulation. Furthermore, each Unit Owner, and his agents, employees and contractors, shall have an easement for access to each other Unit and all Limited Common Elements during reasonable hours for maintenance and repair of his Unit and for making alterations, additions and improvements thereto, but only to the extent that the Association has determined after notice to the Owner of the Unit to which access is to be had that such access is necessary for the performance of such work and will not unduly interfere with the use of such Unit by its Owner.

§ 15. EMINENT DOMAIN; INSURANCE; DAMAGE AND DESTRUCTION.

(A) Eminent Domain. The respective rights, duties and obligations of the Unit Owners and the Association in the event of the taking of all or any part of any Unit or Common Elements by Eminent Domain shall be as provided by the Act.

(B) Insurance.

(1) The Association shall maintain property insurance on the Units and Common Elements and comprehensive general liability insurance meeting the requirements of the Act. If reasonably available, comprehensive general liability insurance maintained by the Association shall provide minimum coverage of \$1,000,000 for bodily injury per occurrence and in the aggregate and \$500,000 for property damage per occurrence and in the aggregate.

(2) If reasonably available and upon the written request of any Unit Owner, the Association shall obtain or arrange for (i) comprehensive public liability insurance issued by the insurer providing such insurance to the Association and insuring the Unit Owner in such Owner's individual capacity in connection with the use, ownership and maintenance of the Unit, and (ii) property insurance on improvements and betterments installed in a Unit by a Unit Owner, and personal property of the Unit Owner therein, issued by the insurer providing such property insurance to the Association and Unit Owners on the Units and Common Elements. All premiums for such additional insurance shall be the obligation of the Unit Owner and shall not be Common Expenses.

(C) Damage and Destruction. The relative rights, duties and obligations of the Unit Owners and the Association in the event of damage or destruction of all or any portion of the Condominium shall be as provided in the Act. All determinations concerning repair and replacement of damage and destruction and concerning the receipt, use, application and distribution of the proceeds of all property insurance maintained by the Association shall be as provided in the Act.

Any loss covered by property insurance maintained by the Association shall be adjusted by the Association (except that Unit Owners may separately adjust losses for Unit improvements and betterments, and personal property, insured under policies maintained by the Association if it approves). The insurance proceeds payable for any loss shall be payable to the Association if in an aggregate amount less than \$50,000 and otherwise to an insurance trustee which shall be selected by the Association and which shall be a bank or trust company maintaining an office in Dauphin County, Pennsylvania. The insurance trustee or the Association shall hold the insurance proceeds in trust for the Unit Owners and lien holders as their interests may appear and shall disburse such proceeds for the purposes and in the priorities specified by the Act.

§ 16. COMBINATION, SUBDIVISION, AND ADJUSTMENT OF BOUNDARIES OF UNITS.

(A) Changes Permitted. Upon fulfillment of all applicable conditions and requirements set forth in (B) of this Section and subject to any applicable rights of disapproval of the Executive Board, the boundaries between two or more Units may be relocated, or two or more Units may be combined into fewer Units, or a Unit may be subdivided into two or more Units by amendment to the Declaration and Declaration Plan.

(B) Requirements. All combinations, subdivisions, or boundary adjustments of Units shall be subject to fulfillment of the following requirements:

(1) Declarant may not create additional Units by subdivision of any Unit.

(2) The aggregate Common Interest, Votes and Common Expense Liability of all Units participating in the combination, subdivision, or boundary adjustment shall be fully apportioned among all Units resulting from such action in proportion to the gross floor area of each resulting Unit.

(3) Any combination, subdivision or boundary adjustment of Units all of which are owned by the Declarant may be effected by Declarant without the consent or approval of the Executive Board or any other Unit Owner. Any amendment of the Declaration and Declaration Plan effecting such action need be executed only by Declarant and the holders of all mortgage liens on such Units.

(4) The combination, subdivision or boundary adjustment of Units owned by any Owner other than Declarant shall be subject to the prior approval of the Executive Board. Except in the case of Units all of which are owned by Declarant, plans and specifications for all construction or renovation to the Units and Common Elements required or intended to be performed in connection with such action shall be

submitted to the Executive Board concurrently with the request to the Board for approval of the action. The Executive Board may withhold its approval if it reasonably determines that the proposed action does not meet the requirements set forth herein, will adversely affect any other Unit, or is otherwise unreasonable. The Executive Board may impose additional conditions on its approval (including requirements for security for all proposed construction and renovations) which it determines to be desirable for the protection of the Unit Owners. All determinations by the Executive Board shall be made within sixty (60) days of receipt of a written request for a determination from all Unit Owners participating in the proposed action, unless the date for determination is extended with the consent of all applicants.

(5) Any amendment to the Declaration effecting a combination, subdivision or boundary adjustment shall identify the Units involved in such action and resulting therefrom, shall state the identifying numbers of the Units resulting therefrom and the reallocation of Common Interest, Votes and Common Expense Liability, and shall contain any necessary words of conveyance among the Unit Owners participating in such action. Amendments to the Declaration Plan effecting such action shall show the altered boundaries between Units, their identifying numbers and dimensions, and any Common Elements to be constructed or altered in connection with the action.

(6) Any amendment effecting a combination, subdivision or boundary adjustment of Units owned by any Owner other than Declarant shall be executed by the Owners of all Units participating in such action, by the holders of all mortgage liens thereon, and by the Association. All expenses of preparation of such Amendments shall be borne by the Unit Owners participating in such action.

§ 17. AMENDMENT.

(A) Unit Adjustments. Any amendment to the Declaration and Declaration Plan effecting a combination, subdivision or boundary adjustment Units as permitted in Section 15 shall be adopted as specified in that Section.

(B) Eminent Domain. Any amendment to the Declaration and Declaration Plan required by the Act in connection with the acquisition by eminent domain of any Unit or any portion of the Common Elements shall be adopted as provided in the Act.

(C) Termination. Any termination of the Condominium shall be effected as provided in Section 18 hereof.

(D) Conversion. Any amendment creating additional Units on exercise of the Conversion rights reserved to Declarant herein shall be executed by declarant or any successor to Declarant's rights;

(E) Other Amendments. All other amendments to the Declaration and Declaration Plan shall be acted upon and adopted in the following manner:

(1) An amendment to the Declaration may be proposed by either the Executive Board or by Owners of Units having at least 25% of the Votes, and shall

be considered at a regular or special meeting of the Association held not less than 15 nor more than 60 days after the amendment is proposed.

(2) Notice of the subject matter of the proposed amendment in reasonably detailed form shall be included in the notice of the meeting at which it is to be considered;

(3) Such amendment must be Approved by Owners of Units to which at least 80% of the votes are allocated and must be approved in writing by the holders of first mortgages of the Units of such approving Unit Owners;

(4) Upon adoption of the amendment, the President or any other officer of the Association designated by the Executive Board shall execute and acknowledge an instrument of amendment which shall set forth in full the amendment adopted and which shall contain a certification that the amendments were approved in accordance with this section. Such instrument shall be Recorded and shall be effective on the date of recording.

Copies of the instrument of amendment shall be sent to each Unit Owner in the manner provided in the Bylaws but delivery of copies of the instrument does not constitute a condition precedent to the effectiveness of the amendment.

(F) Special Limitations. Except as expressly permitted herein or required by the Act, no amendment may increase or create additional Special Declarant Rights, increase the number of Units or change the boundaries of Units, the Common Interest, Common Expense Liability or Votes allocated to a Unit, or amend the uses to which any Unit is restricted in the absence of the unanimous consent of the Unit Owners.

§ 18. TERMINATION OF CONDOMINIUM. The Condominium shall be terminated only by an agreement of the Owners of Units to which at least 80% of the Votes are allocated, with the written approval of the first mortgagees of such Units. An agreement of Owners to terminate the Condominium must be evidenced by their execution of a termination agreement or ratifications thereof, which termination agreement and ratifications must be Recorded and which shall be effective only when Recorded. The relative rights, duties and obligations of the Association, Unit Owners and lienholders, and all procedures relating to termination shall be as provided in the Act.

§ 19. SPECIAL DECLARANT RIGHTS.

(A) Control of Association. The Declarant may appoint and remove all of the officers and members of the Executive Board for a period of seven years from the date of the first conveyance of any Unit to any person other than Declarant, provided, however, that:

(i) Not later than 60 days after conveyance of 25% of the Units to Unit Owners other than Declarant at least 25% of the members of the Executive Board shall be elected by Unit Owners other than Declarant (two members if the Executive Board consists of five members);

(ii) Not later than 60 days after conveyance of 50% of the Units to other Unit Owners at least one-third of the members of the Executive Board shall be elected by other Unit Owners (two members of the Executive Board if five members); and

(iii) The period of Declarant control shall terminate in any event 180 days after conveyance of 75% of the Units to other Unit Owners; and

(iv) The Declarant may voluntarily surrender its rights to appoint and remove officers and members of the Executive Board at any time, and in such event may require, for the duration the period of Declarant control set forth above, that specified actions of the Association or Executive Board, as described in an instrument executed by Declarant and Recorded, be approved by Declarant before they become effective.

(B) Sale Offices, Models, Etc. The Declarant shall have the right to transact on the Condominium any business pertaining to or necessary for the consummation of the sale of the Units and to use any Units owned by Declarant for any purpose relating thereto, including but not limited to the right to maintain a sales office, management office and models in the Units. Such offices and models may be located in any Units owned by Declarant and relocated to any Units so owned, without limitation as to size or number.

(C) Construction. Declarant shall have the right to complete in all respects all construction of the Buildings and each and every other improvement depicted on the Declaration Plan, and any and all other Buildings, Units, and other improvements permitted to be constructed within the Convertible Real Estate and to perform all maintenance, repair, replacement and reconstruction thereof as Declarant determines to be necessary or appropriate in connection with the development of the Real Estate. Declarant, for itself and its agents, employees, contractors and suppliers, shall have the right, privilege and easement throughout the Common Elements to perform any and all such construction, maintenance, repair, replacement and reconstruction, and, in addition, for the purposes of exercising any and all rights reserved to Declarant in this Section or by the Act, and for the purposes of discharging any and all Obligations of Declarant however arising.

(D) No Amendments. Neither the Declaration nor the Bylaws may be amended during the period of Declarant control specified in paragraph (A) of this section without Declarant's express written consent.

(E) Transfer of Special Declarant Rights to Mortgagees. Unless expressly otherwise stated, the lien of any mortgage given by Declarant shall be deemed to extend to all special rights of Declarant reserved in this Section, Section 9 hereof or under the Act, whether the mortgage is given before or after this Declaration is Recorded and whether or not the special rights of Declarant are referred in said mortgage. In the event of the sale or foreclosure of such mortgage, or in the event of any other judicial sale in proceedings to enforce or collect the indebtedness of Declarant secured by the mortgage, or in the event Declarant delivers to the mortgagee a deed in

lieu of foreclosure, or in the event of the sale of Declarant's Units under the Federal Bankruptcy Act or receivership proceedings, the mortgagee or other purchaser acquiring title to all of the Units foreclosed, sold or conveyed in lieu of foreclosure, upon the request of such person, may succeed to all such special rights of Declarant or only to the rights reserved to Declarant in paragraph (B) of this Section. Any request to succeed to any special rights of Declarant by the mortgagee or other purchaser shall be made by delivery of a written request so to do to the officer conducting the sale at any time prior to execution, delivery and Recording of the instrument conveying title to such person and by the Recording of a duplicate original of the request (except in the case of a conveyance by a deed in lieu of foreclosure, in which case the request may be signified by an acceptance of the Special Declarant Rights conveyed, contained in the deed in lieu of foreclosure, and executed by the grantee). The instrument conveying title to the purchaser shall provide for transfer of only the Special Declarant Rights requested. If no request has been made, the mortgagee or other purchaser shall not succeed to any special rights of Declarant.

§ 20. MORTGAGES.

(A) Roll Maintained. Each Unit Owner shall notify the Association of the name and address of the holder of any mortgage on the Unit within five (5) days after it becomes a lien. The Association shall maintain a schedule of the holders of all Unit mortgages.

(B) Notices. The Association, when giving notice to a Unit Owner of a default in paying Assessments for Common Expenses or other default, shall send a copy of such notice to each mortgagee of the Unit. The Association also shall give to each such mortgagee notice of any loss to or condemnation, or threat of condemnation, of the Common Elements, or any part thereof, and also written notice of substantial damage or destruction of any Unit. Any first mortgagee of a Unit, upon request, shall be entitled to written notice of all meetings of the Association and may attend them.

(C) Financial Information. Any mortgagee of a Unit may examine the books of account of the Association during regular business hours. The Association, if requested by a first mortgagee, shall submit to such mortgagee copies of the annual financial statements of the Association.

(D) Insurance. Each mortgagee of a Unit shall be entitled to receive, upon request, a copy of the master fire insurance policy and all endorsements covering the Condominium.

(E) Limitation of Rights. The mortgagees of Units shall have no right:

(1) To participate in the adjustment of losses with insurers or in the decision as to whether or how to repair or restore damage or destruction of the Property;

(2) To receive or apply the proceeds of insurance to the reduction of the mortgage debt secured by such mortgages or otherwise, except in the event and to the extent of a distribution thereof to Unit Owners; or

(3) To accelerate the mortgage debt or to be entitled to exercise any other remedies by virtue of waste or alleged waste or other conditions occurring anywhere on the Property other than within the affected Unit.

§ 21. CAPTIONS. Captions used in this Declaration are inserted solely as a matter of convenience and shall not define or limit any of the terms or provisions hereof;

§ 22. PROVISIONS BINDING UPON SUCCESSORS AND ASSIGNS; COVENANTS RUNNING WITH LAND. The present title to the Condominium, and title to each Unit, are hereby expressly declared and made subject to the terms and provisions of the Declaration, and all other Condominium Documents. All provisions of the Condominium Documents shall be construed to be covenants running with the land and with every part thereof and interest therein, including but not limited to every Unit and the appurtenances thereto. Every Unit Owner and claimant of the Condominium or any part thereof or interest therein, and their respective heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of the Condominium Documents.

§ 23. GENDER, SINGULAR, PLURAL. Whenever the context so permits, the use of the plural shall include the singular, the singular shall include the plural, and any gender shall be deemed to include all genders.

§ 24. EFFECTIVE DATE. The Declaration shall become effective on the date when it and the Declaration Plan is Recorded.

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

SPRINGCREEK MANOR, INC.

By: Wm H. Alford
pres

Attest: Clyde W. Hunt
secy

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF DAUPHIN)

On this, the 30th day of October, 1980, before me, the undersigned officer, personally appeared William H. Alexander, who acknowledged himself to be the President of Springcreek Manor, Inc., a corporation, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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

W. Chadwick Hill Jr.
Notary Public
My commission expires Dec 24, 1981

LEGAL DESCRIPTION

Land Comprising Springcreek, Manor, a Condominium

ALL THAT CERTAIN tract of land situate in Derry Township, Dauphin County, Pennsylvania, being the premises shown on a planned residential development plan of Springcreek Manor prepared by McCloud, Scatchard, Derck and Edson, drawing no. 7992, sheet no. 1, dated November 19, 1979, and recorded in the Office of the Recorder of Deeds of Dauphin County, Pennsylvania, in Subdivision Plan Book _____, Page _____, and being more fully bounded, and described as follows:

BEGINNING at a concrete monument on the south right-of-way line of Bahia Avenue in Derry Township, Dauphin County, Pennsylvania, said point being the intersection of the south right-of-way line of Bahia Avenue and the centerline of the lane to Spring Creek Brethren Church (Old Meadow Lane); thence North twenty-seven (27) degrees forty-six (46) minutes West in the center of Old Meadow Lane for a distance of two hundred eighteen and fifteen hundredths (218.15) feet to a spike; thence North seventy-one (71) degrees eleven (11) minutes East along the lands of Spring Creek Brethren Church for a distance of eight hundred fifty-two and ninety-three hundredths (852.93) feet to a concrete monument; thence still along lands of Spring Creek Brethren Church North eighteen (18) degrees forty-nine (49) minutes West one hundred ninety-two and five hundredths (192.05) feet to a concrete monument; thence North forty-one (41) degrees thirty (30) minutes West nineteen and sixty-nine hundredths (19.69) feet to a spike in the centerline of a twelve foot wide paved drive; thence along other lands of Milton Hershey School and along the centerline of said drive South eighty-five (85) degrees thirty-two (32) minutes fifty (50) seconds East three hundred sixty-nine and thirty-six hundredths (369.36) feet to spike near the western end of bridge over Spring Creek; thence in and along said Spring Creek South thirty-one (31) degrees eleven (11) minutes fifty (50) seconds east four hundred forty-five and twenty-two hundredths (445.22) feet to a concrete monument; thence along other lands of Milton Hershey School south seventy-one (71) degrees twenty-five (25) minutes West four hundred twenty-seven and nineteen hundredths (427.19) feet to a concrete monument, and continuing along the same by the same bearing eight hundred forty and sixty-six hundredths (840.66) feet to a concrete monument; thence North eighteen (18) degrees thirty-five (35) minutes West one hundred fifty and no hundredths (150.00) feet to a concrete monument; thence North seventy-one (71) degrees twenty-five (25), minutes East twenty-one and six hundredths (21.06) feet to the place of BEGINNING.

CONTAINING 11.365 acres.

UNDER AND SUBJECT TO the following recorded easements and licenses to the extent they are presently in effect:

(1) Rights of Derry Township Municipal Authority as set forth in Letter of Agreement recorded in Miscellaneous Book V, Volume 15, Page 900;

(2) Rights of Hershey Sewerage Company as in Miscellaneous Book S, Volume 13, Page 478, assigned to Derry Township Municipal Authority by assignment recorded in Miscellaneous Book V, Volume 16, Page 172;

EXHIBIT A

(3) Easement granted to Hershey Water company recorded in Record Book 128, Page-492;

(4) Easement granted to Pennsylvania Power and Light company and Continental Telephone company recorded in Record Book 140, Page 329; and

(5) Conditions disclosed on final land development and planned residential development plan of Springcreek Manor recorded in Subdivision Plan Book I, Volume 3, Page 32.

AMENDMENT TO DECLARATION CREATING AND ESTABLISHING
SPRINGCREEK MANOR, A CONDOMINIUM

THIS AMENDMENT is made the 21 day of April, 1981 by SPRINGCREEK MANOR, INC., a corporation with offices at 29 East King Street, Lancaster, Pennsylvania ("Declarant").

WITNESSETH:

WHEREAS, by Declaration Creating and Establishing Springcreek Manor, a Condominium ("Declaration") dated October 30, 1980, the Declarant submitted certain real estate, and the buildings and improvements thereon, situate in Derry Township, Dauphin County, Pennsylvania to the provisions of the Uniform Condominium Act, Act of July 2, 1980, P. L., No. 82 ("Act") for the specific purpose of creating and establishing Springcreek Manor, a Condominium ("Condominium"). The Declaration is recorded in the Recorder's Office in and for Dauphin County, Pennsylvania in Record Book 167, Page 1; and

WHEREAS, the Declarant desires to create additional Units in the Condominium pursuant to the terms of the Declaration and in accordance with the provisions of the Act.

NOW, THEREFORE, the Declarant, intending to be legally bound, does hereby declare and state as follows:

1. The Declarant, in partial exercise of its right pursuant to Section 9 of the Declaration and Section 3211 of the Act, hereby creates the six additional Units and the Common Elements as shown on the Supplemental Declaration Plan of the Condominium prepared by McCloud, Scatchard, Derck & Edson, dated April 24, 1981, project no. 2081, sheets SDP-1 and

SFP-1 to SFP-2, intended for Recording concurrently with this Amendment. The Condominium is hereby subdivided into six additional parcels of real estate, subject only to the Act and the provisions of the Condominium Documents. Each Unit together with its undivided Common Interest may be held, owned, purchased, sold, conveyed, mortgaged, leased, encumbered and otherwise dealt with in the same manner as permitted by the laws of Pennsylvania for any other real property. The Identifying Number of each Unit and the Building in which it is located is set forth on the Supplemental Declaration Plan and in Exhibit "B" attached hereto.

2. Concurrently with the recording of this Amendment, Declarant has Recorded a Certificate of Completion of the Buildings containing the Units created hereby, which Certificate of Completion has been executed by William Scatchard, Jr., a registered professional engineer, and is dated April 24, 1981.

3. Exhibit "B" of the Declaration shall be deleted in its entirety and shall be replaced by Exhibit "B" in form attached hereto.

4. Exhibit "C" of the Declaration shall be deleted in its entirety and shall be replaced by Exhibit "C" in form attached hereto.

5. Except as modified hereby, all other provisions of the Declaration shall remain in full force and effect.

6. The Recorder of Deeds of Dauphin County, Pennsylvania is hereby instructed to make a marginal notation on the Declaration, as recorded, indicating that it has been amended by the terms hereof, making proper

reference to the place of recording hereof.

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

SPRINGCREEK MANOR, INC.

By: *Clyde W. Hunt*
Attorney-in-Fact

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LANCASTER)

On this, the 27 day of APRIL, 1981, before me, the undersigned officer, personally appeared CLYDE W HORST, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-in-Fact for Springcreek Manor, Inc., a Pennsylvania corporation, and acknowledge that he has executed the same as the act of his principle for the purposes therein contained.

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

Nancy D. Herr
Notary Public

My Commission Expires July 23, 1983

EXHIBIT B

SPRINGCREEK MANOR, A CONDOMINIUM
SCHEDULE OF COMMON INTERESTS, COMMON EXPENSES AND VOTES

UNIT NO.	MODEL TYPE	COMMON INTEREST/ COMMON EXPENSE LIABILITY	VOTES	DECK	PATIO	SCREENED PORCH	BASEMENT
1	A	4.349x	1	NO	YES	NO	NO
2	B	4.064x	1	NO	YES	NO	NO
3	C	5.512x	1	NO	YES	YES	NO
4	B ALT	4.311x	1	NO	YES	YES	NO
5	B ALT	4.311x	1	NO	YES	YES	NO
6	D	5.743x	1	NO	YES	YES	NO
7	B	4.064x	1	NO	YES	YES	NO
8	D	5.743x	1	NO	YES	YES	NO
9	D	5.743x	1	NO	YES	YES	NO
10	B	4.064x	1	NO	YES	NO	NO
11	A	4.349x	1	NO	YES	NO	NO
12	D	5.743x	1	NO	YES	YES	NO
13	B	4.064x	1	NO	YES	NO	NO
14	A	4.349x	1	NO	YES	NO	NO
15	D	5.743x	1	NO	YES	YES	YES
16	B	4.064x	1	YES	YES	NO	YES
17	C	5.512x	1	NO	YES	YES	YES
18	C	5.512x	1	NO	YES	YES	YES
19	A	4.349x	1	YES	YES	YES	YES
20	A	4.349x	1	YES	YES	YES	YES
21	B	4.064x	1	YES	YES	YES	YES

100.00x 21

LEGAL DESCRIPTION

Convertible Real Estate

Within Springcreek, Manor, a Condominium

ALL THAT CERTAIN portion of Springcreek Manor, a Condominium in Derry Township, Dauphin County, Pennsylvania, being the tract of land designated "Convertible Real Estate" on a Supplemental Condominium Declaration Plan forming a part of the Declaration Creating and Establishing Springcreek Manor, a Condominium, said Supplemental Condominium Declaration Plan being prepared by McCloud, Scatchard, Derek and Edson, project number 2081, drawing SOP-I, dated April 24, 1981, and said premises being more fully bounded and described as follows:

BEGINNING at a concrete monument, being a corner of lands now or late of Spring Creek Brethren Church, said monument being located from the intersection of the south right-of-way line of Bahia Avenue and the center line of Old Meadow Lane by the two following courses: (1) North twenty-seven (27) degrees forty-six (46) minutes West, a distance of two hundred eighteen and fifteen hundredths (218.15) feet to a spike, and (2) North seventy-one (71) degrees eleven (11) minutes East, along lands now or late of Spring Creek Brethren Church, a distance of eight hundred fifty-two and ninety-three hundredths (852.93) feet to the said concrete monument; thence along lands now or late of Spring Creek Brethren Church, North eighteen (18) degrees forty-nine (49) minutes West, a distance of one hundred ninety-two and five hundredths (192.05) feet to a concrete monument; thence North forty-one (41) degrees thirty (30) minutes West, a distance of nineteen and sixty-nine hundredths (19.69) feet to a spike in the centerline of a twelve foot wide paved drive; thence along lands now or late of Milton Hershey School and along the centerline of said drive, South eighty-five (85) degrees thirty-two (32) minutes fifty (50) seconds East, a distance of three hundred sixty-nine and thirty-six hundredths (369.36) feet to spike near the western end of a bridge over Spring Creek; thence in and along said Spring Creek, South thirty-one (31) degrees eleven (11) minutes fifty (50) seconds East, a distance of one hundred thirty and twenty-four hundredths (130.24) feet to a point; thence South fifty-eight (58) degrees forty-eight (48) minutes ten (10) seconds West, a distance of two hundred forty-six and zero hundredths (246.00) feet to a point; thence South eighty-five (85) degrees thirty-six (36) minutes thirty-seven (37) seconds West, a distance of one hundred thirty-three and seventy-eight hundredths (133.78) feet to a point; thence North eleven (11) degrees forty-four (44) minutes ,twenty-one (21) seconds West, a distance of eighty-two and ninety-three hundredths (82.93) feet to a point, the place of Beginning.

Commonwealth Land Title Insurance Company

Home Office: 1510 Walnut Street, Philadelphia, Pennsylvania 19102

COMPANY WILL ISSUE ITS CURRENT A.L.T.A. POLICY OF TITLE INSURANCE WITH RESPECT TO THE PREMISES ENDORSE THEREON, UPON SETTLEMENT OF THE TRANSACTION, RECORDATION OF THE INSTRUMENTS AND COMPLIANCE WITH ALL OF THE REQUIREMENTS SET FORTH HEREIN, IN CONFORMITY WITH THIS TITLE REPORT.

AMOUNT OF POLICY _____

MORTGAGEE \$ _____ OWNER \$ _____

H. Chadwick Shell, Jr.
TITLE OFFICER

SCHEDULE A

INSTRUMENTS TO BE PRODUCED AND RECORDED

See Last Page for description and recital as to premises: -

DEED: Spring Creek Manor, Inc., a Pennsylvania corporation TO

~~_____~~

DATED: _____ RECORDED: _____

SCHEDULE B-1

UPON SATISFACTORY EVIDENCE OF DISCHARGE, SATISFACTION OR COMPLIANCE WITH THE FOLLOWING ITEMS AFFECTING TITLE TO THE SUBJECT PREMISES, SUCH ITEMS WILL BE REMOVED AND THE POLICY WILL BE ISSUED WITHOUT EXCEPTION THEREFOR.

ADDITIONAL EXCEPTIONS BASED ON A CONTINUATION OF TITLE SEARCHES WILL BE ADDED IF NOT DISPOSED OF TO SATISFACTION OF COMPANY.

Possible unfiled mechanics liens and municipal claims.

Terms of any unrecorded lease or rights of parties in possession.

Proof that all natural persons in this transaction are of full age and legally competent.

Proof of identity of parties as set forth in Recital.

Payment of State and local Real Estate Transfer Taxes, if required.

Possible additional assessments for taxes for new construction or for any major improvements pursuant to provisions of Acts of Assembly relating thereto.

TAXES:

Receipts for the year 1980.

WATER RENT:

Due for the current year, 1980.

Possible charge for water pipe installation and connection.

WATER RENT:

Due for the current year, 1980.

Possible charge for sewer installation and connection.

MECHANICS AND MUNICIPAL CLAIMS:

NONE

MORTGAGES:

\$2,035,000.00 - Spring Creek Manor, Inc. to Commonwealth National Bank, dated May 2, 1980, recorded in Record Book 123, Page 437.

JUDGEMENTS:

NONE

THIS TITLE REPORT AND INSURANCE TO BE PROVIDED HEREUNDER IS SUBJECT TO APPROVAL BY OUR COMPANY OF ALL CONDOMINIUM DOCUMENTS AND ALSO TO ANY INTERVENING LIENS AND ENCUMBRANCES BETWEEN AUGUST 22, 1980, AND DATE OF RECORDATION OF DEED TO BE INSURED HEREUNDER.

ATTACHED TO AND FORMING PART OF TITLE REPORT
ISSUED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY

SCHEDULE B- I

Continued

REQUIREMENTS:

- A. Certified copy of resolution of Board of Directors of grantor corporation authorizing execution and delivery of deed and approval of shareholders if same is not in regular course of business.
- B. Taxes settled by the Commonwealth of Pennsylvania against grantor corporation (Search ordered)
- C. Unsettled taxes and other charges due the Commonwealth of Pennsylvania by grantor corporation. If present transfer exceeds 50% of the real estate holdings of said corporation in Pennsylvania, a Bulk Sales "Clearance Certificate" must be produced from the Department of Revenue showing clearance to date of settlement.
- D. Possible additional survey exceptions to be certified from Declaration Plan when it is produced for recording.
- E. Declaration creating and establishing Springcreek Manor, a Condominium, and Declaration Plan for same to be produced, approved by Company, and recorded.
- F. Certificate of Completion executed by an independent Registered Architect, Surveyor or Professional Engineer must be produced and recorded.
- G. Certificate of Completion executed by an independent Registered Architect, Surveyor or Professional Engineer for individual condominium unit being insured hereunder to be produced and recorded.
- H. Certificate of Incorporation of Springcreek Manor, a non-profit corporation for the condominium association to be produced and filed with company.
- I. By-Laws of Springcreek Manor Condominium to be produced and filed with Company.
- J. Letter of Attorney from Spring Creek Manor, Inc. to Clyde M. Horst and William H. Alexander to be recorded
- H. Proof that Letter of Attorney from Spring Creek Manor, Inc. to Clyde M. Horst and William H. Alexander, dated _____ and intended for immediate record is unrevoked and is still in full force and effect.
- I. Insurance to be provided hereunder is conditioned upon approval by Company of all condominium documents and recordation of same.

SCHEDULE B-II THE PREMISES ENDORSED HEREON ARE SUBJECT TO THE FOLLOWING ITEMS WHICH, TOGETHER WITH ITEMS NOT REMOVED IN SCHEDULE B-I, WILL BE EXCEPTED IN THE POLICY. ITEMS MARKED "SUBORDINATE" WILL APPEAR IN THE POLICY BUT COMPANY WILL INSURE THAT SUCH ITEMS ARE SUBORDINATE TO THE INSURED MORTGAGE (MORTGAGE POLICY ONLY).

EXCEPTIONS

1. Unrecorded easements, discrepancies or conflicts in boundary lines, shortages in area and encroachments which an accurate and complete survey would disclose.
2. Easement of driveway on northeast corner of subject premises.
3. Rights of the public and others entitled thereto in and to the use of that portion of the premises within the bounds of Old Meadow Lane.
4. Spring Creek flows along premises hereon. Subject to rights of other riparian owners abutting said creek.
5. Possible outstanding interest in regard to acquisition of land and rights of way by Derry Township Municipal Authority as set forth in Letter of Agreement recorded in Miscellaneous Book "V", Volume 15, page 900.
6. Rights granted to Hershey Sewerage Company as in Miscellaneous Book S, Volume 13, page 478, as assigned in Miscellaneous Book U, Volume 16, page 172 to Derry Township Municipal Authority.
7. Subject to conditions disclosed on Plan of Springcreek Manor, by William Scatchard, Jr., Professional Engineer, Drawing No. 7992, Sheet No. 1, dated November 19, 1979, including the following:
 - a. 50-foot minimum setback line.
 - b. Existing 20 feet wide water right of way over southwesterly portion of premises.
 - c. 30 feet wide sanitary sewer right of way over southerly, northerly and easterly portions of premises
 - d. Existing 20 feet wide sanitary sewer right of way over easterly portion of premises as set forth in Miscellaneous Book S, Volume 13, page 478 and assigned in Miscellaneous Book U, Volume 16 page 172.
8. Deed of Easement and Right of Way granted by Spring Creek Manor, Inc. to Hershey Water Company, dated May 2, 1980, recorded May 29, 1980 in Record Book 128 page 492.7 (Attac
9. Terms, conditions, restrictions and obligations created by the Declaration of Springcreek Manor Condominium dated _____ and recorded in Record Book Page _____; and the Declaration Plan dated _____ and recorded on in Plan Book _____
10. Company assumes no liability by reason of failure of taxing authorities to separately assess each unit as required by the Uniform Condominium Act, Act of July 2, 1980, PL _____, No. 82.
11. Rights granted to Pennsylvania Power and Light Company and Continental Telephone Company in Record Book 140, page 329. (Attached) _____

-continued -

ENDORSEMENTS The following endorsements will appear in Policy if indicated.

Endorsement Pa. 300 Endorsement _____ Endorsement _____

ATTACHED TO AND FORMING PART OF TITLE REPORT
ISSUED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY

SCHEDULE B- 11

continued

EXCEPTIONS:

(Cont'd)

AFFIRMATIVE INSURANCE: The following clause will appear on the title policy issued hereunder, either by endorsement or directly on Schedule B of said policies:

"Company insures against loss or damage arising from a determination by a court of competent jurisdiction that the land insured herein and described in Schedule A does not form a part of a validly constituted condominium regime pursuant to the Uniform Condominium Act, Act of July 2, 1980, PL. , No. 82 (formerly known as Senate Bill #65) of the laws of Commonwealth of Pennsylvania."

Springcreek Manor Condominium Association
 5 Springcreek Manor
 Hershey, PA 17033
 July 23, 1982

RECEIVED
 RECORDERS OFFICE
 SEP 14 9 39 AM '82
 DAUPHIN COUNTY
 PENNA.

9312

Mr. and Mrs. William P. Noyes
 326 Bahia Avenue
 Hershey, PA 17033

Dear Mr. and Mrs. Noyes:

Springcreek Manor Condominium Association, a non-profit corporation organized and existing under the laws of the Commonwealth of Pennsylvania (the "Association"), hereby confirms its notification to you that you are encroaching upon the Association's property which borders that of your own.

The Association is willing to allow the encroachment to continue provided that the following conditions are met:

1. you acknowledge that you do not have any rights in, and will make no claim of rights with respect to, the property being encroached upon, and that said property does and will continue to be owned by the Association or its successors or assigns;
2. you will not, either qualitatively or quantitatively, enlarge the encroachment without the express written consent of the Association.

This letter shall not be construed as a waiver of any of your rights in your own property.

If you are in agreement with, and intend to be legally bound by the foregoing, would you please execute the enclosed copy of this letter at the place indicated and return it to me at your earliest possible convenience.

Thank you for your cooperation in this matter.

Yours sincerely,

Jeannette H. Alexander

Jeannette Alexander
 President

Acknowledged and agreed to this 6th day of August, 1982.
William P. Noyes
 William P. Noyes
Patricia P. Noyes
 Patricia P. Noyes

COMMONWEALTH OF PENNSYLVANIA)
) SS:
 COUNTY OF DAUPHIN)

Subscribed and sworn to before me, a Notary Public in and for said Commonwealth

BOOK 318 PAGE 385

11.57a

and County, by Jeannette Alexander, President of Springcreek Manor Condominium Association, William P. Noyes and Patricia P. Noyes, personally known to me (or satisfactorily proven) to be the individuals whose names are subscribed to the within instrument who stated that the facts set forth in the foregoing instrument are true and correct to the best of their knowledge, information and belief, this 6th day of August, 1982.

Linda S. Kohn
Notary Public

My commission expires:

LINDA S. KOHN, NOTARY PUBLIC
BERWY TWP., DAUPHIN COUNTY
MY COMMISSION EXPIRES JUNE 27, 1993
Member, Pennsylvania Association of Notaries



State of Pennsylvania } S.S.
Dauphin County

Recorded in the Office for Records

of Deeds, etc., in and for the County of Dauphin, in

Record Book 318 Page 385

Witness my hand and seal of Office

the 14th day of Sept Anno Domini 1982

Mary E. Baum Notary

BOOK 318 PAGE 386



James M. Zugay, Esq.
 Recorder of Deeds
 (717) 780-6560



Dauphin County Transaction #: 18785
Receipt #: 27616
Cashier Date: 5/2/2006 3:04:02 PM
(DJENKYN)

Print Date:
 5/2/2006 3:10:07
 PM

Customer Information	Transaction Information	Payment Summary
(W4) WION, ZULLI & SEIBERT 109 LOCUST ST Harrisburg, PA 17101 Escrow Balance: \$45.00	Date Received: 05/02/2006 Source Code: Over the Counter Q Code: Mail Return Code: Pick-Up Trans Type: Recording Agent Ref Num:	Total Fees \$20.50 Total Payments \$20.50

1 Payments	
CHECK 7526	\$20.50

1 Recorded Items		
(AGR) AGREEMENT	<i>Instrument #: 20060016723 Date: 5/2/2006 3:04:00 PM</i> <i>From: SPRINCREEK MANOR CONDOMINIUM ASSOCIATION To: Municipality:</i>	
TOTAL NAMES	3	\$0.00
ACT 8 OF 1998	1	\$5.00
RECORDING-COUNTY	1	\$13.00
RECORDING-STATE	1	\$0.50
TOTAL PAGES	6	\$2.00

0 Search Items

0 Miscellaneous Items

AGREEMENT

WHEREAS, Springcreek Manor Condominium Association is a non-profit corporation organized and existing under the laws of the Commonwealth of Pennsylvania (the Association) and is the record owner of real property situate along Bahia Avenue in the Township of Derry, Dauphin County Pennsylvania as referenced in the Dauphin County Recorder of Deeds Office in Deed Book "K" Volume 3 Page 90; and

WHEREAS, Michael V. Wells and Mary Anne Wells (Wells) are adult individuals who are the current record owners of real property situate at 326 Bahia Avenue in the Township of Derry, Dauphin County Pennsylvania as set forth in the Dauphin County Recorder of Deeds Office in Record Book 1230, Page 256; and

WHEREAS, the Association and Wells are owners of tracts of land that border each other; and

WHEREAS, there has been an ongoing discrepancy in the location of the eastern most boundary of the property now owned by Wells where it meets the western boundary of the Association property; and

WHEREAS, on July 23, 1982 the Association, by letter of the Association president to Mr. and Mrs. William P. Noyes, at that time the record owners of the Wells tract, set forth a written notification of the encroachment by the Noyes. This letter was made a public record by its recording in the Dauphin County Recorder of Deeds Office in Record Book 318, Page 385; and

WHEREAS, this letter addressed the encroachment only of the then record owners and the Wells have since assumed title to the same tract of land; and

WHEREAS, the Wells have had their entire tract of land surveyed by Daryl L. Reiber Associates Professional Land Surveyors, which survey is dated October 22, 2004 and attached hereto as Exhibit "A"; and

WHEREAS, the results of the survey do not exactly match the results of an earlier survey.

NOW THEREFORE, in order to avoid the expense and time of obtaining another survey the Association is in agreement to allow the encroachments of the fence and shrubbery of Wells, on lands of the Association with the understanding that the Wells, acknowledges that they do not have any right to enter and make no claim of rights with respect to the property being encroached upon and that said property area being encroached upon will continue to be owned by the Association or

and its successors and assigns.

It is further agreed and understood that Wells will not either qualitatively or quantitatively enlarge this encroachment without the express written consent of the Association.

INTENDING TO BE LEGALLY BOUND by this Agreement, the President of Springcreek Manor Condominium Association and Michael V. and Mary Anne Wells execute this document for the purpose of its recordation in the Dauphin County Recorder of Deeds Office. By execution of this Agreement, the parties acknowledge that they bind themselves and their executors, administrators, successors and assigns in title this 18th day of JANUARY, ~~2005~~ 2006 amw

WITNESS:

J. Mark Nantz

Michael V. Wells

Michael V. Wells

as to both

Mary Anne Wells
Mary Anne Wells

Jessica A. Lutz

Springcreek Manor Condominium Association

Francis McCarthy

By: Francis McCarthy, President

Subscribed and Sworn to before me this

29 day of April, 2006

Jessica A. Lutz

Springcreek Manor Condo Ass'n
Gerald W. Espenhake
Treasurer

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
JESSICA A. LUTZ, Notary Public
Derry Twp., Dauphin County
My Commission Expires May 13, 2007

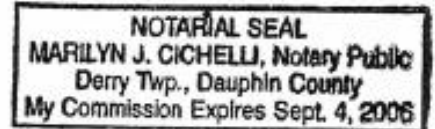
Commonwealth of Pennsylvania :
: SS
County of Dauphin :

On this, the 18th day of JANUARY, ^{2006 MJC}~~2005~~, before me, the undersigned officer, personally appeared MICHAEL V. WELLS and MARY ANNE WELLS, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within Agreement and acknowledged that they executed the same for the purposes therein contained.

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

Marilyn J. Cichelli
Notary Public

My Commission Expires:



Commonwealth of Pennsylvania :
: SS
County of Dauphin :

Be it Remembered, that on the 29 day of April, 2006, before me the subscriber, personally appeared FRANCIS MCCARTHY, who acknowledged himself to be the President of Springcreek Manor Condominium Association, and that being authorized to do so as such officer, executed the foregoing instrument for the purposes therein contained on behalf of Springcreek Manor Condominium Association.

WITNESS my hand and seal the day and year aforesaid.

Francis McCarthy
Francis McCarthy, President

Gerald W Espenshade
GERALD W. ESPENSHADE
Treasurer

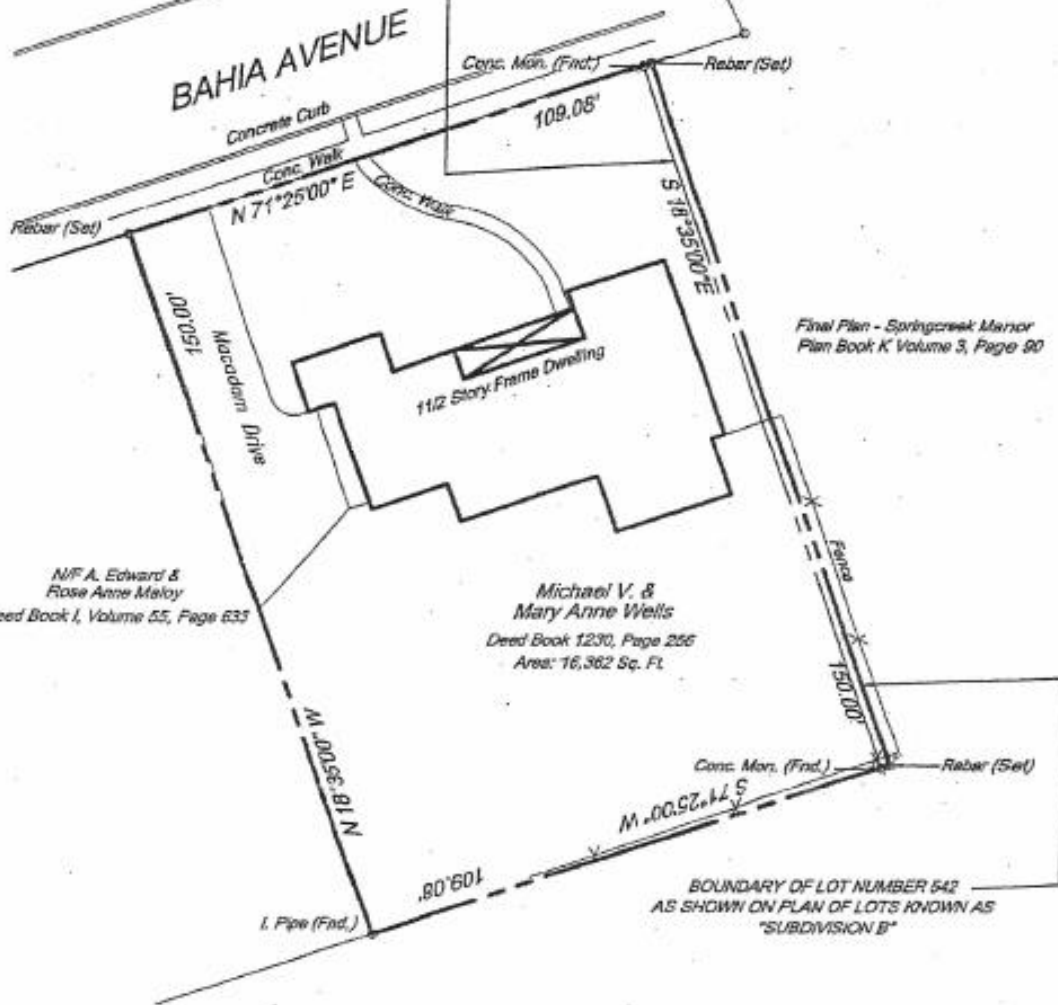
Subscribed and Sworn to before me this
29 day of April, 2006
Jessica A Lutz

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
JESSICA A. LUTZ, Notary Public
Derry Twp., Dauphin County
My Commission Expires May 13, 2007



Basis Of Bearings
 Final Plan - Springcreek Manor
 Plan Book K Volume 3, Page 80

BOUNDARY OF SPRINGCREEK MANOR
 AS SHOWN ON FINAL PLAN
 OF SPRINGCREEK MANOR
 PLAN BOOK K VOLUME 3, PAGE 80



Final Plan - Springcreek Manor
 Plan Book K Volume 3, Page 80

N/F A. Edward &
 Rose Anne Maloy
 Deed Book I, Volume 55, Page 635

Michael V. &
 Mary Anne Wells
 Deed Book 1230, Page 256
 Area: 16,362 Sq. Ft.

BOUNDARY OF LOT NUMBER 542
 AS SHOWN ON PLAN OF LOTS KNOWN AS
 "SUBDIVISION B"

N/F Milton Hershey School

D. L. REIBER ASSOCIATES
 PROFESSIONAL LAND SURVEYORS



1188 COCKA AVENUE, HERSHEY, PA 17033
 (717) 633-9577 FAX (717) 634-2102
 SURVEYING * MAPPING * GPS TECHNOLOGIES

PLAN OF BOUNDARY SURVEY
 FOR

Michael V. & Mary Anne Wells
 OF
 326 Bahia Avenue

DERRY TOWNSHIP

DAUPHIN COUNTY PENNSYLVANIA

SCALE: 1" = 30'	DRAWN BY: J.F.R.	CHECKED BY: D.L.R.	DATE: 10-22-04	DRAWING NO. DM072 - 001
--------------------	---------------------	-----------------------	-------------------	----------------------------



Daryl L. Reiber

James M. Zugay, Esq.
Recorder of Deeds
(717) 780-6560

Candace E. Meck
First Deputy



Location:
Dauphin County Courthouse
Room 102
Front & Market Streets
Harrisburg, PA 17101

Recorder of Deeds

Harrisburg, Pennsylvania

CERTIFIED END PAGE

INSTRUMENT #: 20060016723
RECORD DATE: 5/2/2006 3:04:00 PM
RECORDED BY: DJENKYN
DOC TYPE: AGR
AGENT: WION, ZULLI & SEIBERT
DIRECT NAME: SPRINCREEK MANOR CONDOMINIUM ASSOCIATION
INDIRECT NAME:

RECORDING FEES - State: \$0.50
RECORDING FEES - County: \$13.00
ACT 8 OF 1998: \$5.00
ADDITIONAL NAME FEE: \$2.00

I Certify This Document To Be Recorded
In Dauphin County, Pennsylvania.



James M. Zugay, Recorder of Deeds

THIS IS A CERTIFICATION PAGE

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT