

32333
Dec

UP 1 # 36-000-KH-0111-A0-00000



**DECLARATION CREATING AND ESTABLISHING
SPRING MEADOWS CONDOMINIUM II R-E**

**ARTICLE I.
Submission and Defined Terms**

sup
R-E

Section 1.1 DECLARANT. KINSLEY EQUITIES, L.P., a Delaware limited partnership, as successor to KINSLEY EQUITIES, a Pennsylvania general partnership, by Certificate of Conversion from a Foreign General partnership to a Domestic Limited Partnership, filed with the Delaware Secretary of State on April 30, 2002, under Section 17-217 of the Delaware revised Uniform Limited Partnership Act, converted to a Delaware limited partnership, changing its name to Kinsley Equities, L.P. A copy of the Certificate of Conversion is recorded in the Office of the Recorder of Deeds in and for York County, Pennsylvania, in Land Records Book 1493, Page 7579, with principal offices at 6259 Reynolds Mill Road, Seven Valleys, York County, Pennsylvania 17360, ("Declarant"), owner in fee simple of the land described in Exhibit "A", attached hereto and by referenced made a part hereof, located in Manchester 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 "Spring Meadows Condominium II", ("Condominium"). The property shall consist of eleven (11) buildings containing thirty-seven (37) units, each pursuant to the terms of the Act and this Declaration.

29
14
W

Section 1.2 EASEMENTS and LIENS. The Land submitted is subject to liens, mortgages, judgments, easements, licenses and other charges as are set forth in Exhibit "B" which is attached hereto.

Section 1.3 DEFINED TERMS.

- A. 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.
- B. The following terms are used or defined in general terms in the Act and shall have specific meanings hereunder as follows:
 - 1. "Association" - means the unit owners association of the Condominium.
 - 2. "Building" - means any building on the Land.

DAWID, HIGGS, HERBOLD, SCHUMANN LLP
ATTORNEYS AT LAW
129 EAST MARKET STREET
YORK, PENNSYLVANIA 17401
TELEPHONE (717) 846-8856

3. "Condominium" - means the Condominium described in Section 1.1 hereinabove.
4. "Declarant" - means the Declarant described in Section 1.1 hereinabove and all successors to any Special Declarant Rights.
5. "Executive Board" - means the Executive Board of the Condominium.
6. "Homeowners Association" - means Spring Meadows Homeowners Association II, a nonprofit corporation organized and existing under the laws of the Commonwealth of Pennsylvania under and subject to the Protective Covenants and the Homeowners Declaration.
7. "Homeowners Declaration" - means that certain Declaration Creating and Establishing Spring Meadows Homeowners Association, dated February 23rd, 1995, and recorded in the Office of the Recorder of Deeds in and for York County, Pennsylvania, on March 23rd, 1995, in Land Records Book 1072, at page 748, as the same may be hereinafter amended or modified.
8. "Homeowners Association By-Laws" - means those certain By-Laws attached to and made part of the Homeowners Declaration, as the same may hereinafter be amended or modified.
9. "Land" - means the land described in Exhibit "A" attached.
10. "Limited Common Elements" - means all of the parking spaces, storage areas, if any, and patios, if any, and other areas as may be specifically shown on the Plats and Plans.
11. "Plats and Plans" - means the Plats and Plans attached hereto, marked as Exhibit "D", as the same may be amended from time to time.
12. "Property" - means the Land with all easements, rights and appurtenances thereunto belonging.

14. "Protective Covenants" - means that certain Declaration of Restrictions, Covenants and Conditions dated February 23rd, 1995, and recorded in the Office of the Recorder of Deeds in and for York County, Pennsylvania, on May 23rd, 1995, in Land Records Book 1072, at Page 728, including all supplements and addenda thereto, as the same may be hereinafter amended or modified.
15. "Unit" - means a Unit as described herein and in the Plats and Plans, as the same may be amended from time to time.
16. "Special Declarant Rights" shall include, during the period of Declarant control, in accordance with the provisions of Section 3303(c) of the Act, the right to appoint or remove any officer of the Association or any Executive Board member. Initially, the Executive Board shall consist of three (3) members who shall be appointed, removed and replaced from time to time by the Declarant without the necessity of obtaining resignations. The transition from Declarant appointed members of the Executive Board to Unit Owners shall occur as follows:
- a. No later than sixty (60) days after twenty-five (25%) percent of the Units are conveyed to Unit Owners other than the Declarant, such Owners other than the Declarant shall elect two (2) Unit Owners, other than the Declarant, who shall supplement the three (3) members of the Executive Board appointed by the Declarant, thereby creating an Executive Board consisting of five (5) members.
 - b. No later than the earlier of (i) one hundred eighty (180) days after the conveyance of seventy-five (75%) percent of the Units to Unit Owners other than the Declarant or (ii) seven (7) years following conveyance of the first Unit to an Owner other than the Declarant, the Owners other than the Declarant shall elect two (2) Owners other than the Declarant to the Executive Board to replace two (2) of the remaining Declarant-appointed members.
 - c. No later than one hundred eighty (180) days after the conveyance of the last unit in the Condominium to an Owner other than the Declarant, the Unit Owners other

than the Declarant shall elect one (1) Owner to replace the last remaining Declarant-appointed member. The Unit Owners on this Executive Board shall serve until the first regular election of the Executive Board held after the replacement of the last Declarant-appointed member.

- C. The following terms when used hereunder or in the Bylaws 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 "C" 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, natural gas 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.

ARTICLE II

Buildings on the Land: Unit Boundaries

Section 2.1 NUMBER AND LOCATION OF BUILDINGS. The location, dimensions and area of each of the buildings as shown on Exhibit "D".

Section 2.2 UNITS AND PERCENTAGE INTERESTS. The location of Units within each building is shown on the Plans attached hereto. Attached hereto as Exhibit "C" 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, determined on the basis of equal interests for each unit. The location of the Common Elements to which each Unit has direct access are shown on the Plats and Plans; balconies, terraces and fences if any, shown adjacent to any Unit are Limited

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

- A. Upper and Lower (Horizontal) Boundaries: The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the vertical boundaries:
 - 1. Upper Boundary: The horizontal or slanted plane of the inside surface of the ceiling.
 - 2. Lower Boundary: The horizontal plane of the top surface of the unfinished basement concrete floor slab.

- B. Vertical Boundaries: The vertical boundaries of the Unit shall be the vertical planes, extended to intersections with each other and with the upper and lower boundaries, of the interior unit-side surface of the exterior walls which do not separate the Unit from any other Unit, and of the interior Unit-side surface of the party walls which separate the Unit from the other Units.

- C. Each Unit consists of: (i) 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 and in some cases the imaginary plans dividing the Units, the inner surface of the ceiling, and concrete slab upon which the Unit is constructed; and as to those Units constructed on concrete slabs the upper side of such slab; and (ii) all interior partition walls, floors and other partitions located within the Unit (including the space occupied by such walls, floors and partitions and the 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 (iii) the decorated inner surfaces of all said walls, ceilings and concrete slabs and walls consisting of paint, plaster, plaster board, carpeting, floor tiles and other floor coverings, and all other finishing materials affixed or installed as a part of the physical structure of the Unit and all 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 public, 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 a part of any Unit.

The attic space, if any, located above certain Units between the ceiling of the second floor thereof and the roof of the Building comprises part of the Common Elements. No openings may be made in the ceiling of any Unit to provide access to said attic space; and the existing hatch in the ceiling of each Unit leading to such attic space may be used only for access in the event repair, replacement or maintenance of the Common Elements located therein or thereon is necessary and authorized by the Council. Such attic space, if any, may be used for storage subsequent to obtaining the written consent of the Council thereof.

The electricity and natural gas supplied to each Unit is separately metered and is not a Common Expense. Water and sewer service supplied to each Unit if not separately billed to each Unit, shall be a Common Expense. Each Unit is individually heated.

Section 2.4 MAINTENANCE RESPONSIBILITIES. Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary descriptions, 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 same proportion as the Percentage Interest of such Unit bears to the aggregate of the Percentage Interest of all such Units). Unit owners shall be responsible for routine maintenance of Limited Common Elements.

Section 2.5 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 2.6 UNIT DEEDS. A Unit Deed conveying title to a Unit shall be recorded and shall include the following: (i) the name by which the Property is identified and known,

viz. "Spring Meadows II Condominium"; (ii) a statement that the Property is located in Manchester Township, York County, Pennsylvania; (iii) a reference to the Declaration and the Declaration Plan, including reference to the place where the Declaration and the Declaration Plan and any amendments thereof, are recorded; (iv) the Unit Designation of the Unit in the Declaration Plan; (v) a reference to the last Unit Deed, if any, conveying such Unit, including the reference to the place where the same was recorded; and (vi) 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 thereto or enumerating them, all the appurtenances thereto, whether specifically described or not, and easements in favor of the Unit and similarly shall be subject to all easements in favor of others.

Section 2.7 COMMON ELEMENT PROVISIONS.

- A. The Common Elements are described in Article II 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 of the Units in the Common Elements, whether or not expressly referred to in the instrument effecting the same. The Common Interest 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 Unit 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 any time 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 improvements thereto; or to make repairs to any Unit or the Common Elements if such repairs are reasonably necessary for public safety or to prevent damage to any other Unit or Units or the Common Elements; or to abate any violation of 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 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 Owner 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, unless permitted by the Rules and Regulations.
- M. Each Unit Owner 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.
- N. The Association may assign its' rights to receive future income, including income from common expense assessments, as security for debt of the Association, and may encumber parts of the common elements as security for Association borrowings or may sell off unneeded portions of the common elements pursuant to Section 3318 (b) of the Act.

ARTICLE III

Allocation and Restriction of Common Elements

Section 3.1 ALLOCATION OF LIMITED COMMON ELEMENTS. Portions of the Common Elements may be 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 3.2 DESIGNATION OF RESERVED COMMON ELEMENTS. "Reserved Common Elements" are those parts of the 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. The Executive Board shall have the discretionary power to designate the Common Elements which shall be Reserved Common Elements, to grant reserved rights to 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. Included in the Reserved Common Elements shall be one Unit to be used as the residence of the Condominium Manager, meeting rooms, parking spaces, and such areas as the Executive Committee may designate for commercial uses.

Section 3.3 SURFACE PARKING SPACES. There are surface automobile parking areas situated on private streets. Any 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. During the period of control by the Declarant, the Declarant shall have the right to restrict the use of certain surface parking spaces for sales, construction, management and other purposes.

ARTICLE IV Easements

Section 4.1 DECLARANT'S EASEMENT TO FACILITATE MARKETING.

- A. Declarant shall have the right to maintain models, management offices and sales offices on the Property 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 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.

3. No models, management offices or sales offices may be maintained within any portion of the Common Elements of any Building.

- 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.

Section 4.2 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 authorizes for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created in this Section 4.2, 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 Section 4.2, 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.

Section 4.3 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 Section 4.3, 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 4.4 EASEMENT FOR USE OF COMMON AREAS.

- A. Each Unit Owner and its employees and clients are hereby granted a non-exclusive perpetual right and easement of access to and enjoyment in common with others of the amenities of the parking lots, lawns, open spaces, and outdoor equipment located on the Common Elements.
- B. The rights and easements of access and enjoyment created hereby shall be subject to the right of the Association to adopt rules and regulations concerning the use of the parking lots, lawns, open spaces, and outdoor equipment located on the Common Elements.
- C. As a condition of the enjoyment of this Easement for use of Common Areas, the record owners of Units in the Condominium Project shall pay to the Association, each month, an assessment levied exclusively for a proportionate share of the costs for the management, operation, repair, replacement, and maintenance of the parking lots, lawns, open spaces and any outdoor equipment located on the common elements. The assessment payable by each such Unit record owner shall equal the amount determined by multiplying the actual operational expenses by the Unit Owner's percentage interest as calculated in accordance with the within Declaration. The Unit Owner assessments levied under this paragraph may be adjusted periodically by the Association to reflect changes in operational expenses and changes in percentage interests as the result of the addition of Condominium Units to the Condominium Project.

Section 4.5 EASEMENT FOR EMERGENCY EXITS. Certain second floor Units may have easements for passage to and use of the neighboring Units' stairwells as emergency exits.

Section 4.6 EASEMENT FOR REPAIRS AND MAINTENANCE. Each Unit shall be and is hereby made subject to an easement in favor of the other Unit Owners for reasonable access, ingress, and egress in connection with the installation and completion and the subsequent maintenance, repair, permitted alteration, and replacement, if any, by and other Unit Owners, of their respective Units. The above easements shall be for the benefit of all Unit Owners, their agents, lessees, and employees; provided, however, that any such exercise of the easement created by this paragraph shall be subject to such rules, regulations, and limitations as may be promulgated by the Executive Board, shall cause no more than minimal disturbance to any other Unit Owner. In the event any other Unit Owner shall cause any damage to the Common Elements or any Unit through which such assess is taken, the Unit

Owner responsible for such damage shall be liable for the prompt repair thereof. In the event any other damage is inflicted upon such Unit, or if the Unit Owner exercising the easement created by this paragraph violates such rules, regulations or limitations as may be created by the Executive Board with respect to such easement rights, the Association shall have the right to restrict or revoke such easement with regard to the abusive Unit Owner.

ARTICLE V

Provisions Relating to Spring Meadows Single Family Homeowners Association

Section 5.1 EFFECT OF PROTECTIVE COVENANTS AND HOMEOWNERS DECLARATION. In addition to all other easements, liens, covenants and restrictions affecting the Units, the Units shall be held and must be conveyed under and subject to the Protective Covenants and the Homeowners Declaration.

Section 5.2 HOMEOWNERS ASSOCIATION ASSESSMENTS. In addition to any amounts due under this Declaration in connection with the liability of any Unit Owner for common expense liability, in the event that any assessment is made pursuant to Article IV of the Protective Covenants or Article XIV of the Homeowners Declaration, each Unit shall be responsible for an annual assessment equal to fifty percent (50%) of the annual assessment made against Lots, as defined in the Homeowner's Association By-Laws.

Section 5.3 MEMBERSHIP AND VOTING. The Owners of each Unit shall be Members of the Homeowners Association and shall be permitted to attend all annual or other meetings of the Homeowners Association. The Owners of each Unit shall be entitled to one-half of one vote per Unit owned by them in any business to be transacted and voted upon by the Homeowners Associations.

Section 5.4 COLLECTION OF ASSESSMENTS. The Association shall collect from each Unit Owner such Unit Owner's respective liability pursuant to Section 5.2 hereof in accordance with the Protective Covenants and the Homeowners Declaration.

Section 5.5 LIEN FOR UNPAID ASSESSMENTS. Each Unit shall be subject to a lien, in favor of the Association and the Homeowners Association, for any assessment levied against such Unit pursuant to Section 5.2 above.

ARTICLE VI

Amendment to Declaration

Section 6.1 AMENDMENT GENERALLY. This Declaration may be amended only in

accordance with the procedures specified in Section 3219 of the Act, the other Sections of the Act referred to in Section 3219 thereof and Section 2. hereof.

Section 6.2 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.

ARTICLE VII Condemnation

Section 7.1 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 7.2 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 provisions 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 determine 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.

ARTICLE VIII Use Restrictions

Section 8.1 USE AND OCCUPANCY OF UNITS AND COMMON ELEMENTS. The occupancy and use of the Units and Common Elements shall be subject to the following restrictions:

- A. No use or practice shall be permitted in any Unit which is determined by the Executive Board to be a source of undue annoyance to the owners or occupants of other Units or interferes with the peaceful possession or proper use of the property by such other Owners or occupants.
- B. Reasonable Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property, may be promulgated from time to time by the Executive Board, subject to the right of the Association to change such rules and regulations. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such Rules and Regulations or any amendments thereto.

ARTICLE IX Leasing

A Unit Owner may lease or sublease his unit at any time and from time to time provided that (except for a lease or sublease made by the Declarant):

- A. No Unit may be leased, initially, for less than a one (1) year term.

- B. No portion of a Unit (less than the entire Unit) may be leased for any period.
- C. No Unit may be leased or subleased without a written lease or sublease.
- D. A copy of such lease or sublease shall be furnished to the Executive Board within ten (10) days after execution thereof.
- E. The rights of any lessee or sublessee of the Unit shall be subject to, and such lessee or sublessee shall be bound by, the covenants, conditions and restrictions set forth in the Declaration, By-Laws, and Rules and Regulations and a default thereunder shall constitute a default under the lease or sublease.
- F. The Association may assess Owners of leased Units an extra charge for administrative expenses.
- G. The foregoing shall not excuse the Owner of a Unit from his, her or its duty to pay any common expense assessments.

ARTICLE X
Limitation of Liability

Section 10.1 LIMITED LIABILITY OF THE EXECUTIVE BOARD. The Executive Board and its members in their capacity as members, officers and employees:

- A. Shall not be liable for the failure of any service to be obtained by the Executive Board and paid for by the Association, or for injury or damage to Persons or Property caused by the elements or by another Unit Owner or Person on the Property, or resulting from electricity, gas, water, rain, dust or sand which may leak or flow from the outside or from any part of the Building, or from any of its pipes, drains, conduits, appliances or equipment, or from any other place unless in each such instance such injury or damage has been caused by the willful misconduct or gross negligence of the Association or the Executive Board;
- B. Shall not be liable to the Unit Owners as a result of the performance of the Executive Board members' duties for any mistake of judgment, negligence or otherwise, except for the Executive Board members' own willful misconduct or gross negligence;
- C. Shall have no personal liability in contracts to a Unit Owner or any other person or entity under any agreement, check, contract, deed, lease, mortgage, instrument or transaction entered into by them on behalf of the Executive Board or the Association in the performance of the Executive Board members' duties;
- D. Shall not be liable to a Unit Owner, or such Unit Owner's tenants, employees, agents, customers or guests, for loss or damage caused by theft of or damage to

personal property left by such Unit Owner or his tenants, employees, agents, customers or guests in a Unit, or in or on the common Elements or Limited Common Elements, except for the Executive Board members' own willful misconduct or gross negligence;

- E. Shall have no personal liability in tort to a Unit Owner or any other person or entity, direct or imputed, by virtue of acts performed by or for them, except for the Executive Board members' own willful misconduct or gross negligence in the performance of their duties; and
- F. Shall have no personal liability arising out of the use, misuse or condition of the Building, or which might in any way be assessed against or imputed to the Executive Board members as a result of or by virtue of their performance of their duties, except for the Executive Board members' own willful misconduct or gross negligence.

Section 10.2 INDEMNIFICATION. Each member of the Executive Board, in his or her capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorney fees, reasonably incurred by or imposed upon him or her in connection with any proceeding in which he or she may become involved by reason of the proceeding in which he or she may become involved by reason of his or her being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he or she is an Executive Board member, officer of both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer if adjudged guilty of willful misconduct or gross negligence in the performance of his or her duties; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he or she is then an Executive Board member) approves such settlement and reimbursement as being in the best interest of the Association; and provided, further, that indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board member and/or officer had no reasonable cause to believe his or her conduct was unlawful. The indemnification by the Unit Owners et forth in this Section 10.2 shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

Section 10.3 DEFENSE OF CLAIMS. Judicial or administrative complaints brought against the Association, the Executive Board or the officers, employees or agents thereof in their respective capacities as such, or the condominium as a whole, shall be directed to the Executive Board of the Association, which shall promptly give written notice thereof to the Unit Owners and the holders of any mortgages on Units and such complaints shall be defended by the Association. The Unit Owners and the holders of mortgages on Units shall have no rights to participate in such defense other than

through the Association.

ARTICLE XI

Insurance

Section 11.1 POWER OF ATTORNEY. The Association is hereby irrevocably appointed as the attorney-in-fact for each Unit Owner and each holder of a mortgage or other lien upon a Unit and for each Owner of any other interest in the Property for the purpose of purchasing and maintaining insurance as set forth in Section 11.3 below including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of the releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purposes.

Section 11.2 EXECUTIVE BOARD. The Executive Board shall have the option, in its sole discretion, of naming as an insured, on behalf of the Association, an Insurance Trustee with whom the Association has entered into an Insurance Trust Agreement. The duty of the Insurance Trustee shall be to receive, hold Or otherwise properly dispose of, in accordance with Section 3312 of the Act, proceeds of insurance designated in the Insurance Trust Agreement in trust for Unit Owners and their eligible mortgages as their interests may appear.

Section 11.3 TYPES AND AMOUNT OF INSURANCE. Commencing not later than the time of the conveyance of the first Unit to a person other than the Declarant, the Association shall, to the extent reasonably available, obtain and maintain the types and amounts of insurance set forth below. Except as otherwise provided, the premiums for all such insurance policies shall be a Common Expense.

A. Hazard Insurance. Hazard insurance, with an endorsement for extended coverage, or such other fire and casualty insurance as the Executive Board may determine provides equal or greater protection for the Unit Owners and their mortgagees, if any, in each case complying with the applicable requirements of Section 11.4 hereunder. Such hazard insurance shall, if and to the extent reasonably available, provide coverage of the Common Elements (including the Limited Common Elements), including fixtures and building service equipment and common personal property and supplies belonging to the Association, and the structures, excluding the Units, as they are defined in accordance with Section 2.3. Such hazard insurance shall insure against all risks of direct physical loss commonly insured against. If such hazard insurance becomes no longer available in the future, the Association shall obtain such comparable insurance as is then available. The amount of any such hazard insurance obtained pursuant to this section shall be equal the full insurable replacement value of the *insured property, without deduction for depreciation (i.e., 100% of current "replacement cost" exclusive of land, foundation, excavation or other items normally excluded from coverage, but including all building service equipment),* with an "agreed amount endorsement" or its equivalent, if available, and construction code endorsements, if available.

- (1) Such hazard insurance shall afford protection against at least the following:
 - (a) Loss or damage by fire and other perils normally covered by the standard extended coverage endorsement;
 - (b) All other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement, where such is available;
- (2) Such hazard insurance policy may, at the option of the Association, contain a "deductible provision" in an amount to be determined by the Executive Board but not to exceed \$10,000.00.

B. Comprehensive Liability Insurance. Comprehensive liability insurance policies, complying with the requirements of Section 11.4 hereof, insuring the Unit Owners, in their capacity as Unit Owners and the Association members and any managing agent retained by the Association, against any liability to the public or to other Unit Owners, their tenants or invitees, relating in any way to the ownership, operation, maintenance and/or use of the Common Elements and any part thereof, the public ways of the project, and any other areas under the Association supervision, and commercial spaces owned by the Association whether or not leased to some third party.

- (1) Such insurance policy shall contain a "severability of interest endorsement" or equivalent coverage which precludes the insurer from denying the claim of a Unit Owner because of the negligent act of the Association or another Unit Owner.
- (2) Limits of liability shall be at least \$1,000,000.00 covering all claims for personal injury and/or property damage arising out of a single occurrence.

C. Indemnification Insurance. Insurance to satisfy the indemnification obligations of the Association and all Unit Owners as set forth in Section 10.2 of this Declaration of the Association, if and to the extent available at the election of the Executive Board.

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

Section 11.4 ADDITIONAL REQUIREMENTS.

A. Insurance Premiums: A Common Expense. All premiums for the policy of

insurance to maintained by the Executive Board pursuant to Section 11.3 hereof shall be a Common Expense.

B. Insurance of Individual Unit Owners. Each individual Unit Owner shall be responsible for obtaining additional insurance at its own expense, including, without limitation, the value of the Unit as defined in Section 2.3, the value of any personalty or any improvements which are not included as commonly insured real property and all betterments to its Unit; provided, however, that no Unit Owner shall be entitled to exercise its right to maintain insurance coverage in such a way as to decrease the amount which the Executive Board, on behalf of the Unit Owners, may realize under any insurance policy to be maintained pursuant to Section 11.3 hereof. In no event shall the aggregate amount of insurance obtained pursuant to Section 11.3 and the within Section be less than the amount of the initial principal sum of all eligible mortgages in effect from time to time.

ARTICLE XII Assignability of Declarant's Rights

Declarant may assign any or all of its right or privilege reserved or established by this Declaration or the Condominium Act in accordance with the provisions of the Condominium Act.

ARTICLE XIII Termination

The condominium formed pursuant to this Declaration and the By-Laws attached hereto may be terminated pursuant to Section 3220 of the Act 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 tenancy in common continues. Each Unit owner shall have an exclusive right of occupancy of

that portion of the property which formerly constituted his 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 their hands and seals this 25th day of April, 2006.

DECLARANT:

Kinsley Equities, L.P., a Delaware limited partnership, as successor to Kinsley Equities, a Pennsylvania general partnership *R-E*

By: *[Signature]* Kinsley Equities, LLC, its sole general partner ;

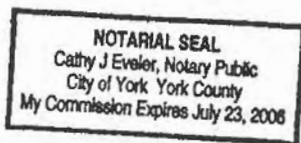
By: *[Signature]*
Robert A. Kinsley, Managing Member

[Signature]
COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF YORK:

On this, the 25th day of April, 2006, before me, a Notary Public, the undersigned officer, personally appeared Robert A. Kinsley, who acknowledged himself to be the Managing Member of Kinsley Equities, LLC, sole general partner of Kinsley Equities, L.P., a Delaware limited partnership, and that as such Managing Member, and by virtue of and in pursuance of the authority therein conferred upon him, acknowledged the said indenture to be the act and deed of the limited partnership.

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



[Signature]
Notary Public
My Commission Expires:

CONSENT

We, the undersigned, Michael N. Rutter and Judy A. Rutter, do hereby consent to the terms and conditions and the filing of the within Declaration creating the Spring Meadows Condominium.

WITNESS:

Linda L. Reinecker

Michael N. Rutter
Michael N. Rutter R-E
Judy A. Rutter
Judy A. Rutter R-E

COMMONWEALTH OF PENNSYLVANIA)
) : SS
COUNTY OF YORK)

On this, the 25 day of April, 2006, before me, the undersigned officer, personally Michael N. Rutter and Judy A. Rutter, husband and wife, known to me (or satisfactorily proven), to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

Linda L. Reinecker
Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Linda L. Reinecker, Notary Public
Manchester Twp., York County
My Commission Expires May 13, 2009
Member, Pennsylvania Association of Notaries

CONSENT

MANUFACTURERS AND TRADERS TRUST COMPANY, successor by merger to ALLFIRST BANK, holder of the following listed mortgage, does hereby consent to the terms and conditions and the filing of the within Declaration creating the Spring Meadows Condominium II:

Original Amount - \$400,000.00

Dated - 8/4/99

Recorded - York County Land Records Book 1381, Page 4340.

ATTEST/WITNESS:

MANUFACTURERS AND TRADERS TRUST COMPANY *R.E*

Cynthia Sherry

By:

James M. May
James M. May, Vice President

COMMONWEALTH OF PENNSYLVANIA)

: SS

COUNTY OF YORK)

On this, the 20 day of April, 2006, before me, the undersigned officer, personally appeared James M. May, who acknowledged himself to be a Vice President of Manufacturers and Traders Trust Company, a New York banking corporation, successor by merger to Allfirst Bank, 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 the institution by himself as such officer.

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

Donita Gallagher
Notary Public
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Donita Gallagher, Notary Public
City Of York, York County
My Commission Expires Oct. 10, 2009
Member, Pennsylvania Association of Notaries

**EXHIBIT A
LEGAL DESCRIPTION
"THE LAND"**

Spring Meadows Condominium II

ALL THAT CERTAIN tract of land situate in the Township of Manchester, County of York, Commonwealth of Pennsylvania, being shown on the Spring Meadows Condominium II Declaration Plan prepared by LSC Design, more particularly bounded and described as follows, to wit

BEGINNING at a point on the western right-of-way line of Lewisberry Road (S.R. 4009) at lands now or formerly of David H. Dahlheimer, as shown on the aforementioned plan; thence along said right-of-way line said, South twenty seven degrees forty-eight minutes eleven seconds East (S27°48'11"E) a distance of five hundred sixty four and eighty-four hundredths (564.84') feet to a point; thence along the same, South twenty six degrees forty-six minutes six seconds East (S26°46'06"E), a distance of two hundred forty-four and seventy-two hundredths (244.72) feet to a point on the northern right-of-way line of Fox Tail Drive, as shown on the aforementioned plan; thence along the northern right-way-line of Fox Tail Drive, South fifty-eight degrees forty-nine minutes fifty-seven seconds West (S58°49'57"W) a distance of two hundred thirty six and fifty-seven hundredths (236.57) feet to a point; thence along the same on a curve to the left having a radius of seven hundred thirty and zero hundredths (730.00) feet, an arc length of one hundred twenty-three and eighty-three hundredths (123.83) feet, the a chord bearing of which is South fifty-three degrees fifty-eight minutes twenty-two second West (S53°58'22"W) for a chord distance of one hundred twenty-three and sixty-eight hundredths (123.68) feet to a point on the northern right-of-way line of Fox Meadow Road, as shown on the aforementioned plan; thence along the northern right-of-way line of Fox Meadow Road, North forty-three degrees fifty minutes zero seconds West (N43°50'00"W) a distance of four hundred seventeen and sixty-eight hundredths (417.68) feet to a point; thence along the same on a curve to the left having a radius of three hundred and zero hundredths (300.00) feet, an arc length of two hundred forty-seven and seven hundredths (247.07) feet, the chord bearing of which is North sixty-seven degrees twenty-five minutes thirty-four seconds West (N67°25'34"W) for a chord distance of two hundred forty and fourteen hundredths (240.14) feet to point at other lands of Spring Meadows; thence along other lands of Spring Meadows, North one degree eight minutes thirty-six seconds West (N01°08'36"W) a distance of one hundred forty-two and forty-one hundredths (142.41) feet to a point; thence along the same, North thirty-five degrees twenty two minutes four seconds East (N35°22'04"E) a distance of two hundred ninety-seven and sixty-nine hundredths (297.69) feet to a point; thence along the same, North seven degrees thirty-eight minutes forty-six seconds East (N07°38'46"E) a distance of one hundred twenty-seven and forty-one hundredths (127.41') feet to a point at lands now or formerly of David H. Dahlheimer; thence along said lands, South fifty-six degrees twenty-three minutes forty-two seconds East (S56°23'42"E) a distance of one hundred seventy-one and eighty-five hundredths (171.85) feet to a point; thence along the same, North forty-six degrees forty-eight minutes zero second East (N46°48'00"E) a distance of one hundred eighty-two and forty hundredths (182.40) feet to a point, the **POINT OF BEGINNING**.

Containing 396,604 square feet or 9.105 acres, more or less.



*See Page 2
D-2
follows around
9.105 acres
Plan 1207 Page 401*

The property owned by Michael N. Rutter and Judy A. Rutter, his wife, Kinsley Equities, L.P., a Delaware limited partnership, located in Manchester Township, York County, Pennsylvania, in encumbered, as follows:

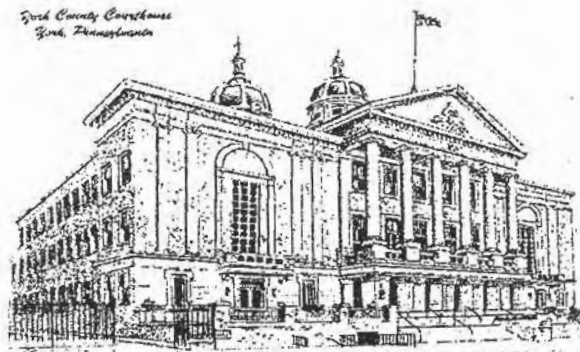
(a) \$400,000.00 - Kinsley Equities, Michael N. Rutter and Judy A. Rutter to AllFirst Bank, dated August 4, 1999 and recorded October 28, 1999 in Land Records Book 1381, page 4340. (Covers 18.821 acres of land k/a Section V). *NOTE: Mortgage did not state less adverse conveyances. **Several releases have been filed.

(b) Subject to restrictions, easements, building setback lines, etc. which may be

NOTE:
11X17 DECLARATION
ATTACHMENTS
WERE NOT
SCANNED
D-1, D-2, D-3
D-4 & D-5

YORK COUNTY RECORDER OF DEEDS
100 WEST MARKET STREET
YORK, PA 17401

Randi L. Reisinger - Recorder
Gloria A. Fleming - Deputy



Instrument Number - 2006032332
Recorded On 4/27/2006 At 1:02:47 PM

Book - 1807 Starting Page - 400
* Total Pages - 6

* Instrument Type - PLAN 24 X 36
Invoice Number - 620786
* Grantor - SPRING MEADOWS CONDOMINIUM II
*

User - SM
* Customer - GREIST HIMES & HERROLD

* FEES

| | |
|---------------------|---------|
| STATE WRIT TAX | \$0.50 |
| RECORDING FEES | \$16.00 |
| COUNTY ARCHIVES FEE | \$2.00 |
| ROD ARCHIVES FEE | \$3.00 |
| TOTAL | \$21.50 |

PARCEL IDENTIFICATION NUMBER
N/A-MANCHESTER TOWNSHIP
Total Parcels: 1

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



Randi L. Reisinger
Recorder of Deeds

THIS IS A CERTIFICATION PAGE
PLEASE DO NOT DETACH
THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

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

Book: 1807 Page: 403