

Prepared By: Barley Snyder

126 East King Street
Lancaster, PA 17602-2893
717.299.5201

Return To: Paul M. Browning, Esquire

126 East King Street
Lancaster, PA 17602-2893

Parcel ID#: 11-02-05

DECLARATION CREATING AND ESTABLISHING

TRACY MANOR, A CONDOMINIUM

Declarant - Cityscape Investors II, LLC
140 East Market Street
York, Pennsylvania 17401

TABLE OF CONTENTS

| <u>Article</u> | <u>Page</u> |
|--|-------------|
| 1 DEFINITIONS | 1 |
| 2 SUBMISSION OF CONDOMINIUM TO ACT | 4 |
| 3 NAME | 4 |
| 4 DESCRIPTION OF UNITS | 4 |
| 5 COMMON ELEMENTS | 6 |
| 6 COMMON INTERESTS; COMMON EXPENSE LIABILITY; VOTING | 9 |
| 7 COMMON EXPENSES; LIMITED COMMON EXPENSES | 10 |
| 8 ASSESSMENTS | 12 |
| 9 THE ASSOCIATION AND EXECUTIVE BOARD | 14 |
| 10 ALTERATIONS, MAINTENANCE AND REPAIR | 14 |
| 11 RESTRICTIONS AND COVENANTS | 16 |
| 12 ENCROACHMENTS; EASEMENTS | 19 |
| 13 EMINENT DOMAIN | 20 |
| 14 INSURANCE | 20 |
| 15 DAMAGE TO OR DESTRUCTION OF PROPERTY | 23 |
| 16 COMBINATION, SUBDIVISION AND ADJUSTMENT OF BOUNDARIES OF UNITS | 24 |
| 17 AMENDMENT | 25 |

| | | |
|----|---|----|
| 18 | TERMINATION OF CONDOMINIUM | 27 |
| 19 | SPECIAL DECLARANT RIGHTS | 27 |
| 20 | MORTGAGES | 30 |
| 21 | MORTGAGEE PROTECTION | 31 |
| 22 | NOTICE AND HEARING..... | 33 |
| 23 | DECLARANT DELIVERY OF ITEMS TO ASSOCIATION..... | 34 |
| 24 | MISCELLANEOUS PROVISIONS | 36 |

**DECLARATION CREATING AND ESTABLISHING
TRACY MANOR, A CONDOMINIUM**

THIS DECLARATION is made the ____ day of _____, 2012, by CITYSCAPE INVESTORS II, LLC, a Pennsylvania limited liability company, with offices at 140 East Market Street, York, Pennsylvania 17401 ("Declarant").

Background

The Declarant is the owner in fee simple of the tract of land referred to herein and has renovated existing buildings and may construct additional buildings and improvements thereon. By this Declaration the Declarant intends to submit that land, which is described more fully in Exhibit A hereof, and the buildings and improvements thereon, to the Uniform Condominium Act, Act of July 2, 1980, P.L. 286, No. 82, as amended, for the specific purpose of creating and establishing Tracy Manor, A Condominium.

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

**ARTICLE I
DEFINITIONS**

Capitalized terms not otherwise defined herein 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 terms below shall have the meanings ascribed to them in this section when used herein or in any other instruments constituting the Condominium Documents:

(a) Act. The Uniform Condominium Act, Act of July 2, 1980, P.L. 286, No. 82, as amended.

(b) Approved. 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.

(c) Assessment. 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.

(d) Association. The Association is Tracy Manor Condominium Association, a Pennsylvania nonprofit corporation.

(e) Building. Any building which comprises part of the Condominium at the time of reference. The Condominium shall initially be comprised of the Mansion. Pursuant to Article 19 hereof, the Declarant may construct the Residential Tower or other improvements on the Convertible Real Estate.

(f) Bylaws. The Bylaws are Bylaws of the Association at the time of reference. The initial Bylaws bear even date herewith and are entitled "Bylaws of Tracy Manor Condominium Association."

(g) Common Expense Liability. The Common Expense Liability allocated to each Unit is determined in accordance with Article 6 hereof and set forth in Exhibit B hereof.

(h) Common Interest. Common Interest is the proportionate undivided interest in the Common Elements allocated to each Unit determined in accordance with Article 6 hereof and set forth in Exhibit B hereof.

(i) Condominium. 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.

(j) Condominium Documents. The Condominium Documents include 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.

(k) Convertible Real Estate. The Convertible Real Estate shall have the meaning set forth in the Act and, as used herein, shall specifically refer to the real estate described in Exhibit C hereof.

(l) Date of Termination of Declarant Control. The Date of Termination of Declarant Control shall be the date which is the earlier to occur of (i) 180 days after the date in which title to 75% of the Units has been conveyed by Declarant to persons other than Declarant; (ii) seven years after the date of the first conveyance of a Unit to a Unit Owner other than Declarant; or (iii) the date on which Declarant elects to relinquish control of the Executive Board.

(m) Declarant. The Declarant is Cityscape Investors II, LLC or any successor to its Special Declarant Rights.

(n) Declaration. The Declaration is this instrument and all amendments to it made at the time of reference.

(o) Declaration Plan. The Declaration Plan is the plat and plans of the Condominium which are comprised of drawings prepared by Wallace Roberts & Todd, LLC dated April 6, 2012 designated Drawing No., C-101, L-102, and A-101 through A-104, inclusive, together with all amendments and supplements at the time of reference. The Declaration Plan is attached hereto as Exhibit E.

(p) Eligible Insurer. An Eligible Insurer is an insurer or guarantor of a first mortgage on a Unit which has notified the Association in writing of its name and address and that it has insured or guaranteed a first mortgage on a Unit.

(q) Eligible Mortgagee. An Eligible Mortgagee is the holder of a first mortgage on a Unit which has notified the Association in writing of its name and address and that it holds a first mortgage on a Unit.

(r) Executive Board. The Executive Board is the Board of Directors of the Association.

(s) Land. The Land is the tract of land described in Exhibit A hereof together with and subject to all easements, licenses, rights, liberties, privileges, hereditaments and appurtenances set forth in Exhibit A or otherwise belonging thereto.

(t) Mansion. The Mansion is the initial Building to comprise the Condominium.

(u) Mansion Common Expenses. The Mansion Common Expenses shall have the meaning set forth in Section 7.02(a) hereof.

(v) Mansion Limited Common Elements. The Mansion Limited Common Elements shall have the meaning set forth in Section 5.04(f) hereof.

(w) Mortgagee. A Mortgagee is the holder of any mortgage on a Unit and shall be construed to include an Eligible Mortgagee.

(x) Owner. An Owner is a Unit Owner.

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

(z) Residential Tower. The Residential Tower shall refer to the multi-story Building which the Declarant may construct on the Convertible Real Estate.

(aa) Residential Tower Common Expenses. The Residential Tower Common Expenses shall have the meaning set forth in Section 7.02(b) hereof.

(bb) Residential Tower Limited Common Elements. The Residential Tower Limited Common Elements shall have the meaning set forth in Section 5.04(g) hereof.

(cc) Unit. A Unit is a physical portion of the Condominium designated for separate ownership by this Declaration, the boundaries of which are described in Article 4 hereof and in the Declaration Plan, contain the portions of the Condominium indicated in Article 4 hereof and the Declaration Plan, and are identified by the identifying numbers set forth on Exhibit B hereof and on the Declaration Plan. The Units are sometimes hereinafter referred to as Residential Units or Commercial Units, which references correspond to the designation thereof on Exhibit B. In addition, the Units located in the Mansion are sometimes hereinafter referred to as the Mansion Units and the Units located in the Residential Tower (if constructed by the Declaration) are sometimes hereinafter referred to as the Residential Tower Units.

(dd) Votes. Votes are 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 accordance with Article 6 hereof.

(ee) Withdrawable Real Estate. The Withdrawable Real Estate shall have the meaning set forth in the Act and, as used herein, shall specifically mean the real estate described in Exhibit D hereof.

ARTICLE 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 Dauphin County, Pennsylvania.

ARTICLE 3

NAME

The Condominium shall hereafter be identified and known as "Tracy Manor, A Condominium."

ARTICLE 4

DESCRIPTION OF UNITS

4.01 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 pursuant to Article 16 or Section 19.01 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 hereof. Subject to the provisions

of Section 11.01 hereof, each Unit is designated a Residential Unit or a Commercial Unit as set forth in Exhibit B hereof.

4.02 Unit Boundaries.

(a) The boundaries of each Unit are delineated on the Declaration Plan and are described as follows:

(1) The Unit-side surface as extended of the framing of any non-masonry walls and the Unit-side surface as extended of any exposed masonry walls of the Unit;

(2) The Unit-side surface as extended of the ceiling surface of the highest floor of the Unit; and

(3) The Unit-side surface as extended of the unfinished floor of the lowest floor of the Unit.

(b) Each Unit consists of:

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

(2) The entire thickness of all doors, door frames and sills, door glass, windows, window frames, sills and assemblies, window glass, skylights and skylight frames and assemblies;

(3) 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 which serve exclusively such Unit and all floors, subfloors, trusses and supports of the building floors located within title lines; and

(4) 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. Without limiting the generality of the foregoing, all portions of the geothermal HVAC system and related appurtenances serving Unit M1A but located outside of the boundaries of such Unit shall be deemed a portion of Unit M1A. The location of such geothermal HVAC system located outside of Unit M1A is depicted on the Declaration Plan.

(c) The elevator car and all related appurtenances located within the elevator shaft located within the boundaries of Unit M1A shall be deemed a portion of Unit M1A. The location of such elevator shaft is depicted on the Declaration Plan.

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

(1) Any structural element of a Building, including, without limitation, foundations; floor systems not within Unit title lines; exterior walls; party walls; bearing walls; columns; beams and girders; the roof and roof trusses; concrete slabs; or other joists or trusses not within Unit title lines; or

(2) Any pipe, fireplace firebox, 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.

ARTICLE 5 COMMON ELEMENTS

5.01 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. Any conveyance, encumbrance, judicial sale or other transfer (voluntary or involuntary) of an interest in the Common Elements shall be void unless the Unit to which that interest is allocated is also transferred.

5.02 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. The Executive Board may adopt and enforce reasonable rules, regulations and restrictions concerning the use of Common Elements, and may establish reasonable uniform fees and charges for use of Common Elements.

5.03 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.

5.04 Limited Common Elements. Certain of the Common Elements, which are herein designated Limited Common Elements, are intended to be used exclusively by specific Units and shall be appurtenant to such Unit or Units. The Limited Common Elements, and the rights of specific Units to the use thereof, are as follows:

(a) Residential Tower Terraces. If the Residential Tower is constructed by Declarant, certain Units located therein may have an easement for the exclusive use of the terrace adjoining such Unit; provided, however, that no terrace may be used for storage of any kind or for the hanging or drying of laundry and, provided further, that such terrace as originally designed and constructed by Declarant shall not be modified by the addition or removal of any permanent structure, fixture (including fencing), equipment or appliance of any kind whatsoever

without the express prior written consent of the Executive Board. The boundaries of each terrace are depicted on the Declaration Plan.

(b) Unit M1A Terrace. Unit M1A shall have an easement for the exclusive use of the terrace adjoining such Unit; provided, however, that such terrace as originally designed and constructed by Declarant shall not be modified by the addition or removal of any permanent structure, fixture (including fencing), equipment or appliance of any kind whatsoever without the express prior written consent of the Executive Board. Further, Unit M1A shall have an easement for the exclusive use of the stairs and handicap ramp providing access to such terrace, provided that such stairs and handicap ramp as originally designed and constructed by Declarant shall not be modified in any way whatsoever without the express prior written consent of the Executive Board. The boundaries of the terrace, stairs and handicap ramp are depicted on the Declaration Plan.

(c) Unit M1A Elevator Shaft and Related Equipment. Unit M1A shall have an easement for the exclusive use of the portion of the elevator shaft and elevator mechanical room located on the second and third floor of the Mansion; provided, however, that such elevator shaft and elevator mechanical room 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. The boundaries of the elevator shaft and elevator mechanical room are depicted on the Declaration Plan.

(d) Storage Lockers. If the Residential Tower is constructed by Declarant, certain Units located therein may have an easement for the exclusive use of a storage locker located either on the basement level of the Mansion or the first level of the Residential Tower. Declarant reserves the right to make the initial assignment of such storage lockers as Limited Common Elements for the exclusive use of designated Unit Owners to whose Units such storage locker shall become appurtenant. The Declarant may make such assignment pursuant to the provisions of Section 3209(c) of the Act by making such an assignment in a written instrument of assignment or in the deed to the Unit to which such storage locker shall be appurtenant or by recording an appropriate amendment to this Declaration. Such assignments by the Declarant may be to Units owned by the Declarant. No such storage locker may be used for storage of any flammable or explosive substance or any other item which may result in an increase in premium or cancellation of any insurance maintained by the Executive Board.

(e) Parking.

(1) Surface Parking. There are uncovered parking spaces located in the surface parking lot located along North Second Street. Such parking spaces shall be available for the use of all Unit Owners on a "first come - first serve" basis. Such parking spaces shall be used solely for the parking of personal motor vehicles of Unit Owners or the tenants or occupiers of such Unit or their families, guests and business invitees. Any such use shall be in accordance with such general rules and regulations as from time to time may be adopted by the Executive Board, which rules and regulations may allocate use of such parking spaces between Unit Owners of Commercial Units and Unit Owners of Residential Units and may restrict such use during certain time periods. A parking space shall not be used for the parking of any boat,

trailer, motor home, other recreational vehicle or any vehicle which does not bear a valid, current Pennsylvania inspection sticker.

(2) Residential Tower Covered Parking.

A. If the Residential Tower is constructed by the Declarant, certain Residential Tower Units may have an easement for the exclusive use of one or more parking spaces located either on the underground level or the grade level of the Residential Tower. Declarant reserves the right to make the initial assignment of such parking spaces as Limited Common Elements for the exclusive use of certain Unit Owners to whose Units such parking spaces shall become appurtenant. The Declarant may assign such parking spaces pursuant to the provisions of Section 3209(c) of the Act by making such an assignment in a written instrument of assignment or in the deed to the Unit in which such parking space shall be appurtenant or by recording an appropriate amendment to this Declaration. Such assignments by the Declarant may be to Units owned by the Declarant.

B. If the Residential Tower is constructed by the Declarant and the Declarant has not otherwise assigned the use of all parking spaces located therein in accordance with Section 5.04(c)(2)(A) above, Declarant shall have the right to lease or otherwise permit the use of such unassigned parking spaces by any Unit Owner, the occupant of a Unit or any other person on such terms as Declarant determines to be appropriate.

C. If the Residential Tower is constructed by the Declarant and the Declarant has not otherwise assigned or otherwise permitted the use of all parking spaces located therein in accordance with Sections 5.04(c)(2)(A) and 5.04(c)(2)(B) above, such parking spaces shall be available for the use of all Unit Owners of Residential Tower Units on a "first come, first serve" basis.

D. Each such parking space shall be used solely for the parking of personal motor vehicles of the Unit Owner to which the space is assigned, or the tenants or occupiers of such Unit, or their families and guests. Any such use shall be in accordance with such general rules and regulations as from time to time may be adopted by the Executive Board. A parking space shall not be used for the parking of any boat, trailer, motor home, other recreational vehicle or any vehicle which does not bear a valid, current Pennsylvania inspection sticker. Without the express written consent of the Association, no parking space shall be leased except in connection with the lease of the Unit to which the space is allocated.

(f) Mansion Limited Common Elements. Certain of the Common Elements are to be used exclusively by the Mansion Units, collectively, and are sometimes herein referred to as the Mansion Limited Common Elements. Each Mansion Unit shall have allocated to it the non-exclusive right, in common with all other Mansion Units and in common with the Association, to the extent its use is reasonably necessary for the efficient and proper operation and management of the Condominium, to use the Mansion Limited Common Elements. The Mansion Limited Common Elements shall include all portions of the Mansion together with all appurtenances thereto other than such portions of the Mansion within the Unit boundaries of a

Mansion Unit (or deemed a portion of such Unit pursuant to Section 4.02) or otherwise designated a Limited Common Element in this Section 5.04.

(g) Residential Tower Limited Common Elements. If the Residential Tower is constructed by the Declarant, certain of the Common Elements are to be used exclusively by the Residential Tower Units, collectively, and are sometimes herein referred to as the Residential Tower Limited Common Elements. Each Residential Tower Unit shall have allocated to it the non-exclusive right, in common with all other Residential Tower Units and in common with the Association, to the extent its use is reasonably necessary for the efficient and proper operation and management of the Condominium, to use the Residential Tower Limited Common Elements. The Residential Tower Limited Common Elements shall include all portions of the Residential Tower together with all appurtenances thereto other than such portions of the Residential Tower within the Unit boundaries of a Residential Tower Unit (or deemed a portion of such Unit pursuant to Section 4.02) or otherwise designated a Limited Common Element in this Section 5.04.

The use of any of the foregoing Limited Common Elements by the Unit Owners possessing the right of 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.

5.05 Designation of Reserved Common Elements. Reserved Common Elements are those portions of the Common Elements which the Executive Board may designate from time to time for use and/or access by less than all of the Unit Owners which have satisfied such reasonable conditions for use as may be established by the Executive Board. Such Reserved Common Elements shall be limited to the covered parking spaces located within the Residential Tower (if constructed by the Declarant).

ARTICLE 6

COMMON INTERESTS; COMMON EXPENSE LIABILITY; VOTING

6.01 Common Interests. Each Unit has allocated to it the Common Interest which is set forth in Exhibit B hereof. 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.

6.02 Common Expense Liability. Each Unit has allocated to it the Common Expense Liability which is set forth in Exhibit B hereof. 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.

6.03 Voting. Each Unit Owner shall be entitled to cast the number of Votes in the Association set forth in Exhibit B hereof. The right of any person to cast the Votes allocated to a Unit shall be established by the record title of such Unit.

6.04 Allocation Formulas. The Common Interest, Common Expense Liability and Votes in the Association 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 terraces and the open portion of the mezzanine level of Unit M2A have not been considered.

The percentages assigned as a result of the foregoing formula shall be calculated to the nearest one one-hundredth of one percent.

6.05 Reallocation of Common Interest, Common Expense Liability and Votes. Upon the creation by Declarant of additional Units within the Convertible Real Estate or upon the combination or subdivision of Units, each Unit's Common Interest, relative voting strength and Common Expense Liability shall be reallocated in accordance with the allocation formula set forth in Section 6.04 above.

6.06 Unit Owners' Voting Rights With Respect to Certain Limited Common Expense Budget Items.

(a) Mansion Common Expenses. Notwithstanding any provisions of this Declaration or the Bylaws to the contrary, by vote of a majority of Votes held by Unit Owners of Mansion Units, such Unit Owners shall have the power to reject that portion of the budget of the Association (including, but not limited to, proposed capital expenditures) relating to the operation, maintenance, repair or replacement of Mansion Limited Common Elements even if such portion of the budget has not been rejected by a majority of all Unit Owners pursuant to Section 3303(b) of the Act. The provisions of Section 3303(b) shall govern the rights of Unit Owners of Mansion Units to reject such budget items or capital expenditures.

(b) Residential Tower Common Expenses. Notwithstanding any provisions of this Declaration or the Bylaws to the contrary, by vote of a majority of Votes held by Unit Owners of Residential Tower Units, such Unit Owners shall have the power to reject that portion of the budget of the Association (including, but not limited to, proposed capital expenditures) relating to the operation, maintenance, repair or replacement of Residential Tower Limited Common Elements even if such portion of the budget has not been rejected by a majority of all Unit Owners pursuant to Section 3303(b) of the Act. The provisions of Section 3303(b) shall govern the rights of Unit Owners of Residential Tower Units to reject such budget items or capital expenditures.

ARTICLE 7

COMMON EXPENSES; LIMITED COMMON EXPENSES

7.01 Common Expenses. All cost of gas, electrical energy, telephone, cable television, 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 Owner. The cost of water service shall be a Common Expense unless separately charged by the service provider to the Unit Owner. The cost of any other utility services to Units which are charged by the provider

of this 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 in accordance with the Common Expense Liability allocated to each Unit, equally, 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.

7.02 Limited Common Expenses.

(a) Mansion Common Expenses. Mansion Common Expenses are those expenses of the Association which are associated with:

(1) Maintenance, repair, replacement, alteration or decoration of all portions of the Mansion together with all appurtenances thereto other than such portions of the Mansion within the Unit boundaries of a Mansion Unit, or

(2) Use of any Mansion Limited Common Element including, without limitation, the provision of heating, ventilating, air conditioning, electric and other utility services thereto, janitorial services and security systems, equipment and staff, or

(3) The provision of any services for the exclusive benefit of Mansion Units as a class. The determination of Mansion Common Expenses shall be made by the Executive Board whose decision shall be conclusive. In determining the Mansion Common Expenses, the Executive Board may include a reasonable allowance for general and overhead expenses attributable thereto.

Mansion Common Expenses shall be assessed only against the Mansion Units proportioned to the respective Common Expense Liabilities. If Declarant elects to add additional Units to the Condominium pursuant to Article 19 hereof, a statement of the proportion of Mansion Common Expense Liability allocated to each Mansion Unit will be identified in an amendment to this Declaration.

(b) Residential Tower Common Expenses. Residential Tower Common Expenses are those expenses of the Association which are associated with:

(1) Maintenance, repair, replacement, alteration or decoration of all portions of the Residential Tower together with all appurtenances thereto other than such portions of the Residential Tower within the Unit boundaries of a Residential Tower Unit, or

(2) Use of any Residential Tower Limited Common Element including, without limitation, the provision of heating, ventilating, air conditioning, electric and other utility services thereto, janitorial services and security systems, equipment and staff, or

(3) The provision of any services for the exclusive benefit of Residential Tower Units as a class. The determination of Residential Tower Common Expenses shall be made by the Executive Board whose decision shall be conclusive. In determining the

Residential Tower Common Expenses, the Executive Board may include a reasonable allowance for general and overhead expenses attributable thereto.

Residential Tower Common Expenses shall be assessed only against the Residential Tower Units proportioned to the respective Common Expense Liabilities. If Declarant elects to add additional Units to the Condominium pursuant to Article 19 hereof, a statement of the proportion of Residential Tower Common Expense Liability allocated to each Residential Tower Unit will be identified in an amendment to this Declaration.

(c) Other Limited Common Expenses. Except as provided in Article 10 hereof, any other expense benefiting fewer than all of the Units shall be assessed exclusively against the Units benefited. Subject to the provisions of Article 10 hereof, 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, which determination shall be conclusive.

ARTICLE 8 ASSESSMENTS

8.01 Allocation. Limited Common Expenses shall be assessed against the Units in the manner and proportions provided for in Article 7 hereof. All other Common Expenses shall be assessed against all the Units in accordance with the Common Expense Liability allocated to each Unit.

8.02 Reserve Funds. Each annual budget for Common Expenses shall include an amount reasonably considered by the Executive Board to be sufficient as a reserve for replacements, contingencies, capital expenditures and deferred maintenance. In addition, the Executive Board shall have the right to segregate all or any portion of the reserve for any specific replacement or contingency upon such conditions as the Executive Board deems appropriate.

8.03 Special Assessments. The Executive Board may levy and collect special Assessments in such amounts as the Executive Board may deem proper, whenever it determines it is necessary to do so.

8.04 Liability. Assessments shall commence as determined by the Association. The Association may temporarily provide for the allocation of a reduced assessment for unsold Units if such Units are not occupied. In any event, all Units shall be allocated full Assessments no later than 60 days after the first Unit is conveyed by the Declarant. Until the Association makes such Assessment, the Declarant shall pay all the expenses of the Condominium. 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.

8.05 Power to Confess Judgment to Collect Delinquent Assessments. AS A MEANS OF ENFORCING THE OBLIGATION OF THE UNIT OWNERS TO PAY ALL ASSESSMENTS LEVIED PURSUANT TO THIS DECLARATION, THE EXECUTIVE BOARD SHALL HAVE THE RIGHT AND POWER TO OBTAIN A JUDGMENT OR JUDGMENTS FOR DELINQUENT ASSESSMENTS BY CONFESSION AGAINST THE UNIT OWNER AGAINST WHOM SUCH DELINQUENT ASSESSMENTS HAVE BEEN LEVIED. ACCORDINGLY, EACH UNIT OWNER SHALL BE DEEMED TO HAVE APPOINTED ANY ONE OR MORE MEMBERS OF THE EXECUTIVE BOARD (DURING SUCH MEMBER'S TERM OF OFFICE) AS THE ATTORNEY-IN-FACT FOR SUCH UNIT OWNER TO CONFESS JUDGMENT AGAINST SUCH UNIT OWNER IN ANY COURT OF COMPETENT JURISDICTION IN THE COMMONWEALTH OF PENNSYLVANIA FOR ANY DELINQUENT ASSESSMENT OR ASSESSMENTS, FOR THE PURPOSE OF WHICH A COPY OF THIS SECTION AND A COPY OF THE UNIT OWNER'S DEED TO SUCH UNIT OWNER'S UNIT (BOTH VERIFIED BY THE AFFIDAVIT OF ANY MEMBER OF THE EXECUTIVE BOARD) SHALL BE SUFFICIENT WARRANT. THE AUTHORITY HEREIN GRANTED TO CONFESS JUDGMENT SHALL NOT BE EXHAUSTED BY ANY EXERCISE THEREOF BUT SHALL CONTINUE AND BE EFFECTIVE AT ALL TIMES WITH RESPECT TO EACH AND EVERY DELINQUENT ASSESSMENT. SUCH AUTHORITY TO CONFESS JUDGMENT AND THE AFORESAID APPOINTMENT OF ATTORNEYS-IN-FACT, BEING FOR SECURITY, SHALL BE IRREVOCABLE. The Executive Board shall not exercise its right to obtain a judgment by confession against any Eligible Mortgagee who has acquired title to a Unit by foreclosure sale or deed or assignment in lieu of foreclosure, nor shall such right be exercised against any Unit Owner except after the Executive Board shall have given the delinquent Unit Owner at least ten days' notice of its intention to do so.

8.06 Liens. Except as specifically provided herein, the creation, priority, enforcement, divestiture 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. Any lien for delinquent Assessments or other charges that the Association has on a Unit shall be subordinate to any first mortgage on the Unit, if the mortgage was recorded before the delinquent Assessment was due. All Assessments shall be deemed to be adopted and assessed on a monthly basis (rather than on an annual basis payable in monthly installments) and shall be due and payable in advance on the first day of each month. Except as specifically provided in the Act, if any Mortgagee acquires any Unit by deed in lieu of foreclosure or if any Mortgagee or a purchaser at foreclosure sale acquires title to any Unit as a result of a foreclosure sale pursuant to any mortgage, neither the Mortgagee nor such purchaser at foreclosure sale shall be liable for any then unpaid Assessment against the Unit so acquired, and any such Mortgagee or such purchaser at foreclosure sale shall acquire such Unit free of any lien for such unpaid Assessment.

8.07 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

Assessments 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.

8.08 Surplus Funds. If the aggregate Assessments for Common Expenses exceeds such expenses in any year the surplus shall be credited to the Units in proportion to their Common Expense Liabilities to reduce future Assessments.

8.09 Failure to Fix New Assessments. If the Association shall fail to fix new Assessments for the subsequent fiscal year before the expiration of any fiscal year, the Unit Owners shall continue to pay the same sums as were payable during the fiscal year then ended and such sums shall be deemed to be the new Assessments for the succeeding fiscal year.

8.10 No Exemption by Waiver. No Unit Owner may be exempted from Common Expense Liability by waiver of the enjoyment of the right to use any of the Common Elements or by the abandonment of his Unit or otherwise.

ARTICLE 9

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. Subject to Notice and Comment, 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 and storage of motor vehicles, trailers, boats and recreational 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.

ARTICLE 10

ALTERATIONS, MAINTENANCE AND REPAIR

10.01 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 without complying with the provisions of Section 10.03(a) hereof. 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.

10.02 General Association Responsibilities. The Association shall maintain, repair and replace all Common Elements (except Limited Common Elements which any Unit Owner is obligated to maintain pursuant to Section 10.04 below) and all incidental damages caused by work done in any Unit by direction of the Association.

10.03 General Unit Owner Responsibilities. Each Unit Owner shall:

(a) maintain, repair or replace at his own expense all portions of his Unit, including, without limitation, any improvements deemed a portion of his Unit pursuant to Section 4.02. All such work shall be conducted in a manner which will not impair the structural integrity or appearance of the Building or impair any mechanical or electrical system therein. The materials and workmanship used in such maintenance, repair or replacement by Unit Owners shall be of the same type and quality as were originally provided in the Unit. Any maintenance, repair or replacement costing in excess of \$10,000 shall require written approval of the Association as to labor and materials;

(b) repair or replace any portion of such Unit Owner's Unit which, if not repaired or replaced, would adversely affect the exterior appearance of the Property or in any manner adversely affect another Unit. If any Unit Owner fails to comply with the requirements of the preceding sentence, the Association may in its sole discretion make such repair or replacement and assess the expense thereof against such Unit Owner;

(c) maintain, repair and replace all doors, door frames and sills, door glass, windows, window frames, sills and assemblies, window glass, skylights and skylight frames and assemblies which are a part of the Unit; provided, however, exterior painting of all door and window frames, sills and assemblies shall be the responsibility of the Association, the cost thereof to be charged as a Common Expense;

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

(e) keep in a neat and orderly condition any Limited Common Element allocated exclusively to such Unit Owner's Unit;

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

(g) notify the Association of the need for any maintenance, repair or replacement to the Unit, the responsibility for performance of which lies with the Association. 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

(h) 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.

10.04 Responsibilities Relating to Limited Common Elements. All Common Expenses associated with the maintenance, repair and replacement of a Limited Common Element other than a balcony or terrace shall be assessed as a Limited Common Expense against the Units to which such Limited Common Element was assigned or appurtenant at the time the expense was incurred in the same proportions as the respective Common Interest of all such Units. Ordinary maintenance and repair of a balcony or terrace shall be the responsibility of the Owner of the Unit to which such Limited Common Element is appurtenant. Structural repairs and/or replacements of any such balcony or terrace shall be the responsibility of the Association, the cost thereof to be charged as a Limited Common Expense to the Unit to which such Limited Common Element is appurtenant.

ARTICLE 11 RESTRICTIONS AND COVENANTS

11.01 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 adopted from time to time by the Executive Board or 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 Eligible Mortgagee 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.

With the exception of Unit M2E, each Unit is designated as a Residential Unit or as a Commercial Unit on Exhibit B hereof. Declarant reserves the right to designate and re-designate Unit M2E as either a Residential Unit or a Commercial Unit. Such designation shall be made by the Declarant in an amendment to this Declaration.

11.02 Specific Restrictions on Use of All Units.

(a) A Unit Owner shall not use or permit the Unit or any part thereof to be used for an offensive or unlawful purpose and he shall not permit 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 Condominium by the other Unit Owners or other occupants thereof.

(b) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Property, or contents thereof, without the prior written consent of the Executive Board, which consent may be conditioned upon the Unit Owner

of such Unit being required to bear the full amount of such insurance. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will violate any law, statute, ordinance or regulation or any governmental body or which will result in the cancellation of any insurance maintained by the Executive Board. No waste shall be committed in the Common Elements.

(c) No Unit Owner shall install window air-conditioners, exhaust fans or any other item which protrudes through any window serving a Unit or permit anything to be hung or displayed on the outside of windows or placed on the outside wall of any Building and no awning, shutter, radio or television antenna may be affixed to or placed upon the exterior walls or roof of any Building without the prior written approval of the Association, which approval may be withheld or conditioned in the Association's sole discretion.

(d) With the exception of any Commercial Unit owned by the Declarant, no Unit Owner may lease less than the entire Unit. All leases shall be in writing and, whether or not it expressly so states, shall be deemed to provide that the lease 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. The minimum term of any such lease shall be six months. A copy of each such lease shall be delivered to the Association within ten days of execution thereof.

(e) 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 promptly after the adoption thereof.

11.03 Specific Restrictions on Use of Residential Units. Each Unit designated as a Residential Unit on Exhibit B is intended to be, and shall be, used for residential purposes only. The Association may permit the use of a Residential Unit as a home office subject to such conditions as it deems appropriate, which conditions may include a restriction on the number of visitors or clients which may frequent such Residential Unit. 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.

11.04 Specific Restrictions on Use of Commercial Units.

(a) Each Unit designated as a Commercial Unit on Exhibit B is restricted to commercial uses (except in the case of any use by Declarant pursuant to the rights reserved in Article 19 hereof). Any other use of any Commercial Unit shall be incidental to its principal use for commercial uses. As used herein, the term "commercial uses" shall mean and include (i) a bank, savings and loan association or other financial institution; (ii) business and professional offices; (iii) establishments for the retail sale or provision of goods or services of any kind except as provided in subparagraph (c) of this Section; and (iv) uses of a general character consistent with the foregoing and consistent with the general character of the Condominium, when specifically approved by the Association and subject to any and all conditions imposed by the

Association in connection with any such approval. All determinations by the Association with respect to any additional uses shall be final.

(b) In addition to the foregoing commercial uses, (i) a Unit may be used as a coffee shop provided the square footage thereof does not exceed 1,000 square feet, and (ii) Unit M1A may be used as a restaurant.

(c) The following uses of any Commercial Unit are expressly prohibited:

(1) Except as permitted pursuant to Section 11.04(b) above, a restaurant, night club, tavern, or other eating establishment;

(2) A liquor store;

(3) Principal use for any manufacturing or processing activity;

(4) A health club or massage parlor unless operated by a medical practitioner, chiropractor or professional physical therapist licensed by the Commonwealth of Pennsylvania. The foregoing exclusions shall not be construed to apply to a health club, spa or similar establishment where massage is offered as an incidental service or accessory use; or

(5) An adult book store, head shop, or other establishment engaged principally in the display, sale or distribution of sexual aids, devices or literature or devices or paraphernalia commonly used in connection with the use of marijuana, opium, cocaine or any other similar mind altering drug or substance.

A determination by the Association with respect to prohibited uses shall be final.

(d) Subject to review and approval by the Executive Board (which approval may be withheld or conditioned as the Executive Board may determine in its sole discretion), each Commercial Unit shall be permitted exterior signage which is professionally designed and fabricated and in compliance with all statutes, ordinances and regulations, including, without limitation, all municipal zoning ordinances and all applicable restrictions of the City of Harrisburg. The maintenance and repair of the sign and any cost of illumination thereof shall be the responsibility of the Unit Owner or the occupant of the Unit. Upon the removal of such signage, the surface and materials upon which the sign was installed shall be repaired and restored to their condition prior to the installation of such signage. Except as expressly otherwise provided herein, the Unit Owner shall not be permitted to place any other sign on the exterior of the Building, or on any entrance door or window or window display of the Commercial Unit. No Unit Owner, lessee or other occupant of the Commercial Unit shall maintain any flashing, revolving or neon sign of any kind visible from the exterior of the Building. Subject to the foregoing limitations, the Association may from time to time establish signage design standards regulating the size, location and design of such signs.

(e) Without the consent of the Association, the Owner, tenant or other occupier of a Commercial Unit shall not (i) use any loud speaker, sound amplifier or other music or sound system which is audible outside the Unit, (ii) sell or display merchandise of any kind outside the Unit, or (iii) conduct in any Unit any "fire sale," distress sale, "going out of business sale" or any similar sale designed to convey to the public that the business operations conducted within the Unit are to be discontinued. Notwithstanding the foregoing, the Owner of Unit M1A shall be permitted to utilize a sound system to play music audible on the terrace which is a Limited Common Element allocated to such Unit during normal operating hours, provided such music is not audible from any Residential Unit.

ARTICLE 12 ENCROACHMENTS; EASEMENTS

In addition to and in supplementation of the easements provided for by the Act, the following easements are hereby created:

(a) Ingress and Egress. Each Unit Owner has a perpetual unrestricted right of ingress and egress throughout the Condominium for access to his or her Unit.

(b) 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 willful misconduct nor relieve any person of liability for failure to adhere to the Declaration Plan.

(c) 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.

(d) 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, life safety and security equipment, 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.

(e) 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 and the Common Elements.

(f) Access. The Association, its agents, employees and contractors, shall have an easement for access to each Unit and the 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 insure compliance with, or 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 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.

Without limiting the generality of the provisions of this Section 12(f), the Association, its agents, employees and contractors, shall have an easement for access through that portion of the basement level of Unit M1A to the extent reasonably necessary for access to the sprinkler room located in the northwest corner of the basement level of the Mansion as depicted on the Declaration Plan. The owner or occupant of Unit M1A shall at all times keep such area free and clear of any item which would impede access to such sprinkler room. Except in the case of emergency situations, the Association shall give reasonable notice to the owner or occupant of Unit M1A prior to exercising such right of access to the sprinkler room. Owner or occupant of Unit M1A shall at all times provide the Association with any key necessary to provide access to such sprinkler room.

(g) Declarant Rights. Declarant shall have the right to use certain portions of the Condominium as more fully set forth in Sections 19.03 and 19.04 hereof.

ARTICLE 13 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. The Association shall represent the Unit Owners in any proceeding, negotiation, settlement or agreement relative to any such eminent domain proceeding. Any proceeds of such eminent domain proceedings shall be payable to the Association for the benefit of the Unit Owners and their Eligible Mortgagees.

ARTICLE 14 INSURANCE

14.01 Coverage. To the extent reasonably available, the Executive Board shall obtain and maintain insurance coverage as set forth in this Article or as otherwise required by the Act. If such insurance is not reasonably available, and the Executive Board determines that any insurance described in this Article will not be maintained, the Executive Board shall cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Unit Owners and Eligible Mortgagees at their respective last known addresses.

14.02 Property Insurance Coverage.

(a) Coverage. Property insurance will cover:

(1) The Common Elements and the Units exclusive of improvements and betterments installed in Units, and such personal property of the Association as is normally insured under building coverage, but excluding land, excavations, portions of foundations below the undersurface of the lowest basement floors, underground pilings, piers, pipes, flues and drains and other items normally excluded from property policies; and

(2) All personal property owned by the Association.

(b) Amounts. The insurance will be for an amount equal to 100% of 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 and other items normally excluded from coverage).

The Executive Board is authorized to obtain appraisals periodically for the purpose of establishing replacement cost of the project facilities and the cost of such appraisals shall be a Common Expense.

Such policy shall include an "agreed amount endorsement" or its equivalent, if reasonably available, and an "inflation guard endorsement," if reasonably available. In addition, if the enforcement of any building, zoning or land use law will result in loss or damage, increased cost of repairs or reconstruction, or additional demolition and removal costs, such policy shall contain, if reasonably available, a "building ordinance or law endorsement," which shall provide for contingent liability from the operation of building laws, demolition costs and increased cost of reconstruction.

The maximum deductible for insurance policies shall be the lesser of \$10,000 or one percent of the policy face amount. The difference between the policy deductible and \$500 deductible per Unit damaged shall be paid by the Association as a Common Expense. Of the deductible portion, \$500 per Unit Owner affected shall be paid by each of the Unit Owners suffering the loss as an additional Common Expense. The Association shall maintain an adequate reserve to cover its deductible portion.

(c) Risks Insured Against. The insurance shall afford protection against "all risks" of direct physical loss commonly insured.

(d) Other Provisions. Insurance policies required by this Section shall provide that:

(1) The insurer waives the right to subrogation under the policy against a Unit Owner or member of the household of a Unit Owner.

(2) An act or omission by a Unit Owner, unless acting within the scope of the Unit Owner's authority on behalf of the Association, will not void the policy or be a condition of recovery under the policy.

(3) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner which covers the same risk covered by the policy, the Association's policy provides primary insurance.

(4) Losses must be adjusted with the Association.

(5) Insurance proceeds shall be paid to any insurance trustee designated in the policy for that purpose, and otherwise to the Association, but, in any case, such proceeds shall be held in trust for each Unit Owner and the Unit Owner's mortgagee, as their interest may appear.

(6) The insurer may not cancel, substantially modify or refuse to renew the policy until 30 days after notice of the proposed cancellation or nonrenewal has been mailed to the Association, to each Unit Owner and to each Eligible Mortgagee to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.

(7) The name of the insured shall be substantially as follows:

"Tracy Manor Condominium Association for the use and benefit of the individual Owners."

(e) Insurance Company Rating. The insurance policy shall be written by a carrier which holds at least an "A-" or better general policyholder's rating or a "VI" or better financial performance index rating in A. M. Best's Insurance Reports.

14.03 Liability Insurance. Liability insurance, including medical payments insurance, will be maintained in an amount determined by the Executive Board, but in no event shall it be less than \$1,000,000 for bodily injury or property damage for any single occurrence. This insurance shall cover all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements and the activities of the Association.

Insurance policies carried pursuant to this Section shall provide that:

(a) Each Unit Owner is an insured person under the policy with respect to liability arising out of the Unit Owner's interest in the Common Elements or membership in the Association;

(b) The insurer waives the right to subrogation under the policy against a Unit Owner or member of the household of a Unit Owner;

(c) An act or omission by a Unit Owner, unless acting within the scope of the Unit Owner's authority on behalf of the Association, will not void the policy or be a condition to recovery under the policy;

(d) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the policy of the Association provides primary insurance; and

(e) The insurer issuing the policy may not cancel or refuse to renew it until 30 days after notice of the proposed cancellation or nonrenewal has been mailed to the Association, each Unit Owner and each Eligible Mortgagee to whom a certificate or memorandum of insurance has been issued at their last known addresses.

14.04 Workers' Compensation Insurance. The Executive Board shall obtain and maintain Workers' Compensation Insurance to meet the requirements of the laws of the Commonwealth of Pennsylvania.

14.05 Directors' and Officers' Liability Insurance. The Executive Board may obtain and maintain directors' and officers' liability insurance, if and to the extent available at rates deemed reasonable by the Executive Board, covering all of the directors and officers of the Association. This insurance shall have limits determined by the Executive Board.

14.06 Unit Owner Policies. An insurance policy issued to the Association does not preclude Unit Owners from obtaining insurance for their own benefit.

14.07 Other Insurance. The Association may carry other insurance which the Executive Board considers appropriate to protect the Association.

14.08 Premiums. Insurance premiums for insurance carried or to be carried by the Association shall be a Common Expense, and may be assessed among Unit Owners in proportion to risk, as the Executive Board deems appropriate.

ARTICLE 15 DAMAGE TO OR DESTRUCTION OF PROPERTY

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 or 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, to the extent 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 Eligible Mortgagees as their interests may appear and shall disburse such proceeds for the purposes and in the priorities specified by the Act.

ARTICLE 16
COMBINATION, SUBDIVISION AND ADJUSTMENT
OF BOUNDARIES OF UNITS

16.01 Changes Permitted. Upon fulfillment of all applicable conditions and requirements set forth in Section 16.02 below 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 or, in the case of a Unit owned by the Declarant, may be subdivided or converted into two or more Units, Common Elements or a combination of Units and Common Elements by amendment to the Declaration and Declaration Plan.

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

(a) No Residential Tower Unit or Mansion Unit resulting from any combination, subdivision, conversion or boundary adjustment shall contain less than 500 square feet of floor area.

(b) Each Unit's relative voting strength, Common Expense Liability and Common Interest shall be reallocated pursuant to the formula set forth in Section 6.05 hereof.

(c) 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 shall be approved by Declarant and all Eligible Mortgagees on such Units, and need be executed only by Declarant.

(d) 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. Prior to the combination of any Units, such Unit shall be under common ownership. 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 ninety 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. The failure of the Executive Board to make such determination within the ninety day period shall be deemed an approval of such request.

(e) Any amendment to the Declaration affecting 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.

(f) Any amendment affecting a combination, subdivision or boundary adjustment of Units owned by any Owner other than Declarant shall be approved by the Owners of all Units participating in such action, by the Eligible Mortgagees of such Units, and by the Association, and shall be executed by such Unit Owners and the Association. All expenses of preparation of such Amendments shall be borne by the Unit Owners participating in such action.

(g) Notwithstanding the foregoing, Declarant may amend the Declaration and Declaration Plan without the consent or joinder of any person to adjust the boundaries of any Unit or Common Element (whether or not then owned by Declarant) as depicted on the Declaration Plan to correct any error in the description of such boundaries in the Declaration and Declaration Plan or any amendment adopted by Declaration alone or to correct any variations between actual physical boundaries and depicted boundaries resulting from minor construction changes or variations.

ARTICLE 17 AMENDMENT

17.01 Unit Adjustments. Any amendment to the Declaration and Declaration Plan effecting a combination, subdivision or boundary adjustment of Units as permitted in Article 16 hereof shall be adopted as specified in that Article.

17.02 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.

17.03 Termination. Any termination of the Condominium shall be effected as provided in Article 18 hereof.

17.04 Convertible Real Estate; Withdrawable Real Estate. Any amendment to the Declaration and Declaration Plan creating additional Units or withdrawing any portion of the Withdrawable Real Estate on exercise of the Special Declarant Rights set forth in Article 19 hereof shall be executed by Declarant or any successor to Declarant's rights.

17.05 Unit M2E Designation. Any amendment to the Declaration designating or redesignating Unit M2E as either a Residential Unit or a Commercial Unit in accordance with Section 11.01 hereof shall be executed by Declarant or any successor to Declarant's rights.

17.06 Designation of Reserved Common Elements. Any amendment to the Declaration and Declaration Plan designating Reserved Common Elements pursuant to Section 5.05 hereof shall be executed by the Executive Board.

17.07 Corrective Amendments.

(a) If any amendment is necessary in the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provision of the Declaration or the Declaration Plan which is defective, missing or inconsistent with any other provision hereof or thereof or with the Act, or to change, correct or supplement anything appearing or failing to appear in the Declaration Plan which is incorrect, defective or similarly inconsistent, or if such amendment is necessary to conform to the requirements of any agency or entity that has established national or regional standards with respect to loans secured by mortgages or deeds of trust on Units in condominium projects (such as the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation), the Executive Board may, in its discretion, at any time and from time to time, effect an appropriate corrective amendment without the approval of the Unit Owners or any Mortgagee, upon receipt by the Executive Board of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this Section. Each such amendment shall be effective upon the recording of an appropriate instrument setting forth the amendment and its due adoption, execution and acknowledgment by the Executive Board.

(b) Declarant may amend the Declaration and Declaration Plan without the consent or joinder of any person to adjust the boundaries of any Unit or Common Element (whether or not then owned by Declarant) as depicted on the Declaration Plan to correct any error in the description of such boundaries in the Declaration and Declaration Plan or to correct any variations between actual physical boundaries and depicted boundaries resulting from minor construction changes or variations.

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

(a) 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.

(b) 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.

(c) Such amendment must be Approved by Owners of Units to which at least 80% of the Votes are allocated and approved by at least 51% of the Eligible Mortgagees.

(d) 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.

17.09 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 and the Eligible Mortgagees.

ARTICLE 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 approval of the Eligible 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.

ARTICLE 19 SPECIAL DECLARANT RIGHTS

19.01 Flexible Condominium. The Condominium is being created as a Flexible Condominium and, subject to the terms of this Declaration, shall include (i) Convertible Real Estate which, subject to the provisions of this Declaration, may be converted to additional Units and (ii) Withdrawable Real Estate which, subject to the provisions of this Declaration, may be withdrawn from the Condominium. The Declarant's rights with respect to the Convertible Real Estate and Withdrawable Real Estate are as follows:

(a) The Declarant hereby reserves the option to convert all of any portion of the Convertible Real Estate to Units, Limited Common Elements or any combination thereof. The Convertible Real Estate may consist of up to 40 Units. The Declarant is under no obligation to convert or develop the Convertible Real Estate. The Declarant's option to convert any or all of the Convertible Real Estate into Units will expire seven years after this Declaration is Recorded. Only the expiration of the above seven year period will terminate the Declarant's

option to convert all or any portion of the Convertible Real Estate. Portions of the Convertible Real Estate may be converted at different times. No assurances are made hereunder with respect to when or in which order portions of the Convertible Real Estate may be converted. The Declarant may convert any portion of the Convertible Real Estate without being required to convert any other portion of the Convertible Real Estate.

(b) The Declarant hereby reserves the option to withdraw the Withdrawable Real Estate from the Condominium. The Declarant's option to withdraw any or all of the Withdrawable Real Estate from the Condominium will expire seven years after this Declaration is Recorded. Only the expiration of the above seven year period will terminate the Declarant's option to withdraw all or any portion of the Withdrawable Real Estate. No assurances are made herein with respect to which, if any, portions of the Withdrawable Real Estate will be withdrawn or in which order any such portion will be withdrawn. The Declarant may withdraw any portion of the Withdrawable Real Estate without being required to withdraw any other Withdrawable Real Estate. If the Declarant withdraws any of the Withdrawable Real Estate, such real estate will no longer be part of the Condominium and it may be sold or developed by the Declarant in any way the Declarant elects. Upon such withdrawal, the Condominium will have no liability for or rights in the Withdrawable Real Estate.

(c) Upon creation of additional Units in the Convertible Real Estate, each Unit's relative voting strength, Common Expense Liability and Common Interest shall be reallocated pursuant to the formula set forth in Section 6.04 hereof. A maximum number of 40 Units may be converted in the Convertible Real Estate. No more than 50 Units may be converted per acre within the Convertible Real Estate. No assurances are made with respect to whether the Units to be created in the Convertible Real Estate will be designated as Commercial Units or Residential Units. No assurances are made with respect to whether the Units in the Convertible Real Estate or any Building erected on the Convertible Real Estate will be compatible with the other Units or Buildings in the Condominium in terms of architectural style, quality of construction, principal materials employed in construction or size. All restrictions in this Declaration affecting use, occupancy and alienation of Units will apply to Units created in the Convertible Real Estate. No assurances are made with respect to the location of any Building or other improvements that may be made within the Convertible Real Estate. No assurances are made regarding the Limited Common Elements that may be created within the Convertible Real Estate or that any Limited Common Elements created within the Convertible Real Estate will be of the same general types and sizes as those within other parts of the Condominium. No assurances are made regarding whether the proportion of Limited Common Elements to Units created within the Convertible Real Estate will be approximately equal to the proportion of Limited Common Elements to Units in other parts of the Condominium. Any assurances made herein regarding the creation of Units or Limited Common Elements or the construction of Buildings on the Convertible Real Estate do not apply if the Convertible Real Estate is not converted hereunder.

19.02 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:

(a) 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 (one member if the Executive Board consists of three members, or two members if the Executive Board consists of five members);

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

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

(d) 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 of 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.

19.03 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 management, sale or rental of the Units and to use any Units owned by Declarant or any portion of the Common Elements for any purpose relating thereto, including but not limited to the right to maintain a sales office, management office and models in such Units or Common Elements. Such offices and models may be located in any Units owned or leased by Declarant or in any portion of the Common Elements and may be relocated to any Units so owned or leased or any other portion of the Common Elements, without limitation as to size, location or number. Declarant shall have the right to maintain in his Units and on the Common Elements such advertising signs as Declarant in its sole discretion may deem appropriate, provided such signs comply with applicable governmental regulations. Declarant may from time to time relocate such advertising signs.

19.04 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 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.

19.05 No Amendments. Neither the Declaration nor the Bylaws may be amended prior to the Date of Termination of Declarant Control without Declarant's express written consent.

19.06 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 the Condominium Documents 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 to 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 such special rights of Declarant as permitted by the Act. 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 to do so 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 Declarant Rights.

ARTICLE 20 MORTGAGES

20.01 Terms of Mortgages. Whether or not they expressly so state, all mortgages on Units and the obligations secured thereby shall be deemed to provide, generally, that the mortgage, and the rights and obligations of the parties thereto, shall be subject to the terms and conditions of the Act and this Declaration and that the exercise of any right under the Condominium Documents or the Act shall not be deemed a breach of such mortgage. Each Unit Owner shall notify the Association of the name and address of the Mortgagee on the Unit within five days after it becomes a lien. The Association shall maintain a schedule of all Mortgagees.

20.02 Limitation of Rights. A Mortgagee shall have no right:

- (a) 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;
- (b) 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
- (c) 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.

ARTICLE 21
MORTGAGEE PROTECTION

21.01 Introduction. This Article establishes certain standards and covenants which are for the benefit of the holders, insurers and guarantors of certain first mortgages on Units. This Article is supplemental to, not a substitution for, any other provisions of the Condominium Documents, but in the case of conflict, this Article shall control.

21.02 Percentage of Eligible Mortgagees. Wherever in this Declaration the approval or consent of a specified percentage of Eligible Mortgagees is required, it shall mean that the approval or consent of Eligible Mortgagees which in the aggregate have allocated to them that specified percentage of votes as compared to the total votes allocated to all Units in the Association then subject to first mortgages held by all Eligible Mortgagees.

21.03 Notice of Actions. Upon the written request of an Eligible Mortgagee or Eligible Insurer (stating both its name and address and the unit number or address of the unit on which it has (or insurers or guarantees) a mortgage), the Association shall give prompt written notice to such Eligible Mortgagee or Eligible Insurer of:

- (a) Any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit in which there is a first mortgage held, insured or guaranteed by that Eligible Mortgagee or Eligible Insurer, as applicable;
- (b) Any delinquency in the payment of Common Expense assessments owed by a Unit Owner which remains uncured for a period of 60 days and whose Unit is subject to a first mortgage held, insured or guaranteed by that Eligible Mortgagee or Eligible Insurer, as applicable;
- (c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and
- (d) Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified in Section 21.04 hereof.

21.04 Consent and Notice Required.

(a) Document Changes. Notwithstanding any other provisions of the Condominium Documents or the Act, no amendment of any material provision of the Condominium Documents by the Association or Unit Owners described in this Section may be effective without notice to all Eligible Mortgagees and Eligible Insurers, as required by Section 21.03(d) above, without the vote of at least 67% of the Unit Owners (or any greater Unit Owner vote required in this Declaration or the Act) and without approval by at least 51% of the Eligible Mortgagees (or any greater Eligible Mortgagee approval required by this Declaration) except as specifically provided in this Section 21.04(a). The foregoing approval requirements do not apply to (i) corrective amendments affected by the Declarant in accordance with Section 15.02(h) hereof, (ii) corrective amendments approved in accordance with Section 17.05 of this

Declaration or similar provisions in the Bylaws, or (iii) any combination, subdivision or adjustment of boundaries of Units affected in accordance with Article 16 hereof. A change to any of the following would be considered material:

- (i) Voting rights;
- (ii) Increases in Assessments that raise the previously assessed amount by more than 25%, Assessment liens, or the priority of Assessment liens;
- (iii) Reduction in reserves for maintenance, repair and replacement of Common Elements;
- (iv) Responsibility for maintenance and repairs;
- (v) Reallocation of interests in the Common Elements or Limited Common Elements, except that when Limited Common Elements are reallocated by agreement between Unit Owners, only those Unit Owners and only the Eligible Mortgagees holding Security Interests in those Units need approve the action;
- (vi) Redefinitions of boundaries of Units, except that when boundaries of only adjoining Units are involved, or a Unit is being subdivided, then only those Unit Owners and the Eligible Mortgagees holding first mortgages on the Unit or Units need approve the action;
- (vii) Convertibility of Units into Common Elements or Common Elements into Units;
- (viii) Expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium;
- (ix) Hazard or fidelity insurance requirements;
- (x) Imposition of any restrictions on the leasing of Units;
- (xi) Imposition of any restrictions on Unit Owners' right to sell or transfer their Units;
- (xii) A decision by the Association of a condominium that consists of 50 or more Units to establish self-management when professional management had been required previously by the Condominium Documents or any Eligible Mortgagee;
- (xiii) Restoration or repair of the project after damage or partial condemnation in a manner other than that specified in the Condominium Documents; and
- (xiv) Any provision that expressly benefits mortgage holders, insurers or guarantors.

(b) The Association may not change the period for collection of regularly budgeted Common Expense Assessments to other than monthly collection without the consent of all Eligible Mortgagees.

(c) The failure of an Eligible Mortgagee or Eligible Insurer to respond within 30 days to any written request for approval of an addition or amendment to the Condominium Documents wherever Eligible Mortgagee or Eligible Insurer approval is required, when such request is delivered by certified or registered mail, return receipt requested, shall constitute an implied approval of the addition or amendment.

21.05 Inspection of Books. The Association must maintain current copies of the Declaration, Articles of Incorporation of the Association, Bylaws, rules and regulations, books, records and financial statements. The Association shall permit any Unit Owner, Eligible Mortgagee, Eligible Insurer, or other first mortgagee of a Unit, to inspect the books and records of the Association during normal business hours.

21.06 Financial Statements. The Association shall provide any Eligible Mortgagee or Eligible Insurer who submits a written request with a copy of an annual financial statement. It shall be provided within 120 days following the end of each fiscal year of the Association. The financial statement shall be audited by an independent certified public accountant if:

(a) The Condominium contains 50 or more Units, in which case the cost of the audit shall be a Common Expense; or

(b) Any Eligible Mortgagee or Eligible Insurer requests that it be audited, in which case the Eligible Mortgagee or Eligible Insurer shall bear the cost of the audit.

21.07 Attendance at Meetings. Any representative of an Eligible Mortgagee or Eligible Insurer may attend and address any meeting which a Unit Owner may attend.

21.08 Enforcement. The provisions of this Article are for the benefit of Eligible Mortgagees and Eligible Insurers and their successors and may be enforced by any of them by any available means, at law or in equity.

ARTICLE 22 NOTICE AND HEARING

22.01 Right to Notice and Comment. Before the Executive Board amends the Bylaws or any rules and regulations, whenever the Condominium Documents require that an action be taken after "Notice and Comment," and at any other time the Executive Board determines, the Unit Owners have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action either shall be given to each Unit Owner in writing, delivered personally or by mail to all Unit Owners at such address as appears in the records of the Association, or it shall be published in a newsletter or similar publication which is routinely circulated to all Unit Owners. The notice shall be given not less than five days before

the proposed action is to be taken. It shall invite comment to the Executive Board orally or in writing before the scheduled time of the meeting. The right to Notice and Comment does not entitle a Unit Owner to be heard at a formally constituted meeting.

22.02 Right to Notice and Hearing. Whenever the Condominium Documents require that an action be taken after "Notice and Hearing," and at any other time the Executive Board determines, the following procedure shall be observed: The party proposing to take the action (e.g., the Executive Board, a committee, an officer, the Manager, etc.) shall give written notice of the proposed action to all Unit Owners or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the meeting to assure a prompt and orderly resolution of the issues. Any evidence shall be duly considered, but is not binding in making the decision. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.

22.03 Appeals. Any person having a right to Notice and Hearing shall have the right to appeal to the Executive Board from a decision of persons other than the Executive Board by filing a written notice of appeal with the Executive Board within 10 days after being notified of the decision. The Executive Board shall conduct a hearing within 30 days, giving the same notice and observing the same procedures as were required for the original meeting.

ARTICLE 23

DECLARANT DELIVERY OF ITEMS TO ASSOCIATION

23.01 General Requirements. Not later than 60 days after the Date of Termination of Declarant Control, the Declarant shall deliver to the Association all property of the Unit Owners and of the Association held by or controlled by the Declarant, including, without limitation, all of the following items, if and to the extent applicable:

(a) The original or a certified copy or a photocopy of the recorded Declaration and all amendments thereto. If a photocopy is delivered, such photocopy shall reflect the recording information and shall be accompanied by an affidavit executed by the Declarant certifying such photocopy to be a true, correct and complete copy of the actual recorded Declaration and all amendments thereto.

(b) The Association articles of incorporation with evidence of filing with the Department of State.

(c) A copy of the Bylaws.

(d) A complete set of all Executive Board minutes and resolutions and all other books and records of the Association.

(e) A complete copy of all Rules and Regulations that may have been adopted.

(f) Copies of all Federal, State and local tax returns filed by or on behalf of the Association and copies of any tax-exempt elections made by or on behalf of the Association.

(g) Copies of all past and current budgets of the Association.

(h) Resignations of officers and members of the Executive Board who are required to resign because the Declarant is required to relinquish or has relinquished control of the Association.

(i) All Association funds or control thereof.

(j) All tangible personal property and inventories thereof that may have been represented or should have been represented by the Declarant in any public offering statement, sales materials or other writings, if any, to be part of the Common Elements, or that is otherwise property of the Association.

(k) A copy of the plans or drawings and specifications, if any, utilized in the construction, rehabilitation, renovation or remodeling of any Buildings and improvements within the Condominium and in the construction and installation of any mechanical components and equipment serving the Buildings and improvements and property, if and to the extent the construction, rehabilitation, renovation, remodeling or installation was performed by or on behalf of the Declarant and substantially completed during the period commencing three years prior to the date of the first public offering statement regarding the Condominium, unless no public offering statement is required for any Unit in the Condominium in which event such period shall commence on the date of the Recording of the Declaration or amendment thereto with respect to such improvements, and ending on the date by which compliance with this Article is required. In the event such construction, rehabilitation, renovation, remodeling or installation was substantially completed within such period but not by or on behalf of the Declarant, the obligation of the Declarant under this Section shall be to provide all such plans, drawings and specifications in the possession of the Declarant and to use reasonable efforts to obtain and provide any such plans, drawings or specifications not within the possession of the Declarant. If such construction, rehabilitation, renovation, remodeling or installation was substantially completed more than three years prior to the commencement of the period described in this Section, the obligations of the Declarant under this Section shall be to provide all such plans, drawings and specifications in the possession of the Declarant. To the extent previously made available to the Declarant, the Declarant in all cases shall deliver to the Association, operating, care and maintenance manuals and other information regarding mechanical components and equipment serving any Buildings and improvements in the Condominium. A Declarant's delivery of any plans, drawings or specification pursuant to this Section shall not constitute a representation or warranty of the accuracy or completeness of such plans, drawings or specifications and shall not expand or otherwise affect the Declarant's warranties, if any, created under the Act.

- (l) All insurance policies insuring the Association then in force.
- (m) Copies of any certificates or statements of occupancy which may have been issued with respect to the improvements comprising the Condominium, if and to the extent available.
- (n) Any other permits issued by governmental bodies applicable to the condominium which are then currently in force, all notices of violations of governmental requirements then outstanding and uncured and all reports of investigations for the presence of hazardous conditions as defined in the Act, if any.
- (o) Any written warranties then in force and effect from contractors, subcontractors, suppliers or manufacturers who have performed work with respect to the Condominium or have supplied equipment or services to the Condominium.
- (p) A roster of Unit Owners and Eligible Mortgagees and their respective addresses and telephone numbers, if known, as shown on the Declarant's records.
- (q) Employment contracts in which the Association is or is to be one of the contracting parties.
- (r) Service and other contracts and leases in which the Association is or is to be one of the contracting parties and service contracts in which the Association has directly or indirectly an obligation or a responsibility to pay some or all of the fees or charges of the person or persons performing such services.

23.02 Audit Requirement. Not later than 90 days after the Date of Termination of Declarant Control, a complete audit of the finances of the Association for the time period between the last audit of the Association's financial books and records and the Date of Termination of Declarant Control, shall be prepared by an independent certified public accountant in accordance with generally accepted accounting principles, the costs of which audit are to be borne equally by the Declarant and the Association. If the Condominium consists of not more than 12 Units, a warranty from the Declarant to the Association that the books and records of the Association completely and accurately reflect all activities of the Association from its inception through the Date of Termination of Declarant Control may be substituted for the audit referred to in this Section.

ARTICLE 24 MISCELLANEOUS PROVISIONS

24.01 Notice Prior to Legal Action.

(a) Prior to taking any legal action against another Unit Owner, the Association, the Executive Board or the Declarant, a Unit Owner must first provide written notice of the violation, complaint or defect, allowing a reasonable time for the matter to be

investigated and cured. Except in cases of imminent threat to life, a period of at least 30 days shall be considered "reasonable" for this purpose.

(b) In the event of a claim regarding a maintenance or construction defect, the Unit Owner shall allow reasonable access to the Unit for the repair to be made and such testing, destructive or otherwise, as is required to determine if a defect exists. Any destructive testing shall be repaired solely at the expense of the tester.

24.02 Costs of Suit. If any action is brought by one or more, but less than all Unit Owners on behalf of all Unit Owners and recovery is had, the plaintiff's expenses, including reasonable attorneys' fees, shall be a Common Expense, but only to the extent that such expenses are less than the amount recovered on behalf of the Association. If, however, such action is brought against the Executive Board or any member thereof, or against the Association or any member, officer, employee or agent thereof, in their respective capacities as such, with the result that the ultimate liability asserted would, if proved, be borne by all the Unit Owners, the plaintiff's expenses, including attorneys' fees, shall not be charged to or borne by the other Unit Owners as a Common Expense or otherwise.

24.02 Notice. Any notice required or permitted to be given hereunder shall be given in writing. Notice shall be deemed given when hand delivered, placed in a Unit Owner's mailbox by hand, or when deposited in the United States mails, first class, postage prepaid. Notice shall be addressed as follows:

- (i) to the Association, at the principal office of the Association.
- (ii) to a Unit Owner, at the last known address of the Unit Owner as it appears on the books of the Association.
- (iii) to Eligible Mortgagees, at their addresses on the register to be maintained as provided in these Bylaws, or at such other addresses as they may from time to time designate by notice to Association.

24.03 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.

24.04 Provisions Binding upon Successors and Assigns; Covenants Running with Land; Interpretation. 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. Each Unit Owner, including the Declarant, is subject to all the rights and duties assigned to Unit Owners under the terms of the 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 of the Condominium or any part thereof, and their respective heirs, executors, administrators, successors and assigns, and any tenant or Mortgagee shall be bound by all of the provisions of the Condominium Documents. Any question of

interpretation of any provisions of the Condominium Documents shall be determined by the Executive Board, which determination shall be final.

24.05 Severability. If any provision of this Declaration or any section, sentence, clause, phrase or word, or the application thereof in any circumstances be judicially held in conflict with the laws of the Commonwealth of Pennsylvania, then the said laws shall be deemed controlling and the validity of the remainder of the Declaration and the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

24.06 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.

24.07 Effective Date. The Declaration shall become effective on the date when it and the Declaration Plan are Recorded.

IN WITNESS WHEREOF, the Declarant has executed this Declaration on the above date.

CITYSCAPE INVESTORS II, LLC

By: 

JACK R. KINY, Member

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF YORK)

On this 17th day of April, 2012, before me, the undersigned officer, personally appeared JACK B. KAY, who acknowledged himself to be a Member of Cityscape Investors II, LLC, a Pennsylvania limited liability company, and that he, as such Member being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Carolyn D. Wagner
Notary Public

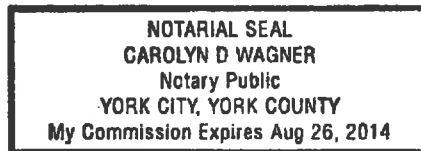


EXHIBIT A

LEGAL DESCRIPTION OF LAND

**EASEMENTS, LICENSES, RIGHTS, LIBERTIES, PRIVILEGES, HEREDITAMENTS
AND APPURTENANCES**

TRACT NO: 1

THAT CERTAIN TRACT OF LAND (PARCEL ID 11-02-005) SITUATED IN THE CITY OF HARRISBURG, DAUPHIN COUNTY, PENNSYLVANIA.

BOUNDED ON THE NORTH BY MUENCH STREET ON THE EAST BY NORTH SECOND STREET ON THE SOUTH BY LANDS NOW OR FORMALLY OF FIRETREE, LTD, AND ON THE WEST BY NORTH FRONT STREET (S.R. 3009):

WITH A POINT OF BEGINNING AT THE SOUTHEAST CORNER OF NORTH FRONT STREET (A PUBLIC STREET WITH A 30' RIGHT-OF-WAY) AND MUENCH STREET (A PUBLIC STREET WITH A 60' RIGHT-OF-WAY) THENCE;

1. N 72 DEGREES, 51 MINUTES, 14 SECONDS E ALONG THE SOUTHERN LINE OF MUENCH STREET, 320.47 FEET TO A POINT AT THE CORNER OF NORTH SECOND STREET AND MUENCH STREET THENCE;
2. S 17 DEGREES, 15 MINUTES, 38 SECONDS E ALONG THE WESTERN LINE OF NORTH SECOND STREET (A PUBLIC STREET WITH AN 80' RIGHT-OF-WAY), 109.59' TO A POINT THENCE;
3. S 72 DEGREES, 40 MINUTES, 00 SECONDS W, 321.86' TO A POINT ON THE EASTERN LINE OF NORTH FRONT STREET THENCE;
4. N 16 DEGREES, 32 MINUTES, 19 SECONDS W ALONG THE EASTERN LINE OF NORTH FRONT STREET, 110.65' TO THE POINT OF BEGINNING.

CONTAINING 0.81 ACRES

TRACT NO: 2

THAT CERTAIN TRACT OF LAND (PARCEL ID 11-02-005) SITUATED IN THE CITY OF HARRISBURG, DAUPHIN COUNTY, PENNSYLVANIA.

BOUNDED ON THE NORTH BY LANDS NOW OR FORMALLY OF FIRETREE, LTD ON THE EAST BY NORTH SECOND STREET ON THE SOUTH BY LANDS NOW OR FORMALLY OF TRI-COUNTY BRANCH, PENNSYLVANIA ASSOCIATION FOR THE BLIND, INC. AND LANDS NOW OR FORMALLY OF THE NORTHWESTERN CORPORATION, AND ON THE WEST BY NORTH FRONT STREET (S.R. 3009):

WITH A POINT OF BEGINNING AT A POINT ALONG NORTH FRONT STREET, 110.65' SOUTH FROM THE INTERSECTION OF NORTH FRONT STREET AND MUENCH STREET THENCE;

1. N 72 DEGREES, 40 MINUTES, 00 SECONDS E, 321.86' TO A POINT ON THE WESTERN LINE OF NORTH SECOND STREET AT THE CORNER OF LANDS NOW OR FORMELY OF FIRETREE, LTD THENCE;
2. S 17 DEGREES, 15 MINUTES, 38 SECONDS E, 110.41' TO A POINT ALONG THE WESTERN LINE OF NORTH SECOND STREET THENCE;
3. S 72 DEGREES, 44 MINUTES, 08 SECONDS W, 323.25' TO A POINT ON THE EASTERN LINE OF NORTH FRONT STREET THENCE;
4. N 16 DEGREES, 32 MINUTES, 19 SECONDS W ALONG THE EASTERN LINE OF NORTH FRONT STREET, 110.03' TO THE POINT OF BEGINNING.

TRACT 2 IS A CONSOLIDATION OF 3 LOTS (TRACT 2, TRACT 3, & TRACT 4) AS IDENTIFIED ON AN EXISTING CONDITIONS PLAN PREPARED BY BRINJAC ENGINEERING, INC., JOB NO: 4597-01, DRAWING NO: C-01 DATED OCTOBER 30, 2007

CONTAINING 0.81 ACRES

THE BEARINGS USED HEREON ARE BASED ON NGVD 1929 DATUM TAKEN FROM AN EXISTING CONDITIONS PLAN PREPARED BY BRINJAC ENGINEERING, INC., JOB NO: 4597-01, DRAWING NO: C-01 DATED OCTOBER 30, 2007.

UNDER AND SUBJECT TO the following easements, licenses, rights, liberties, privileges, hereditaments and appurtenances:

1. Any encroachments, easements, measurements, variations in area or content, party walls or other facts which a correct survey of the premises would show.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements, or claims or easements, not shown by the public records.

4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

5. Road ways, streams or easements, if any, not shown by the public records, riparian rights and the title to any filled-in lands.

6. Possible additional assessments for taxes for new construction or for any major improvements pursuant to provisions of acts of assembly relating thereto, which are not yet due and payable.

7. Public and private rights in and to that portion of the premises lying within the bed of the road.

8. Restrictions, covenants and conditions as set forth in Miscellaneous Books K-3-36, N-16-341 and X-16-164.

9. Conditions as set forth in Record Book 32-195.

10. Restrictions, covenants and conditions as set forth in Deed Books D-31-462, N-47-507 and 6112-540.

EXHIBIT B

SCHEDULE OF UNITS, COMMON INTEREST AND COMMON EXPENSE LIABILITY

| <u>Unit</u> | <u>Square Footage</u> | <u>Common Interest/Common Expense Liability</u> | <u>Votes</u> | <u>Unit Designation</u> |
|-------------|---------------------------|---|--------------|----------------------------------|
| MBB | 1,417 | 7.21 | 7.21 | Commercial Unit |
| MBC | 372 | 1.89 | 1.89 | Commercial Unit |
| MBD | 1,519 | 7.72 | 7.72 | Commercial Unit |
| M1A | 6,345 | 32.27 | 32.27 | Commercial Unit |
| M1B | 1,507 | 7.66 | 7.66 | Commercial Unit |
| M1C | 888 | 4.52 | 4.52 | Commercial Unit |
| M2A | 4,168 | 21.20 | 21.20 | Commercial Unit |
| M2B | 700 | 3.56 | 3.56 | Commercial Unit |
| M2C | 414 | 2.11 | 2.11 | Commercial Unit |
| M2D | 1,516 | 7.71 | 7.71 | Commercial Unit |
| M2E | 819 | 4.16 | 4.16 | Commercial/ Residential Unit* |
| TOTAL: | 19,665 | 100.01 | 100.01 | |

* Declarant has reserved the right to designate Unit M2E as either a Residential Unit or a Commercial Unit pursuant to Section 11.01 of the Declaration.

EXHIBIT C

CONVERTIBLE REAL ESTATE

THAT CERTAIN TRACT OF LAND (PARCEL ID 11-02-005) SITUATED IN THE CITY OF HARRISBURG, DAUPHIN COUNTY, PENNSYLVANIA.

BOUNDED ON THE NORTH BY LANDS NOW OR FORMALLY OF FIRETREE, LTD ON THE EAST BY NORTH SECOND STREET ON THE SOUTH BY LANDS NOW OR FORMALLY OF TRI-COUNTY BRANCH, PENNSYLVANIA ASSOCIATION FOR THE BLIND, INC. AND LANDS NOW OR FORMALLY OF THE NORTHWESTERN CORPORATION, AND ON THE WEST BY NORTH FRONT STREET (S.R. 3009):

WITH A POINT OF BEGINNING AT A POINT ALONG NORTH FRONT STREET, 110.65' SOUTH FROM THE INTERSECTION OF NORTH FRONT STREET AND MUENCH STREET THENCE;

5. N 72 DEGREES, 40 MINUTES, 00 SECONDS E, 321.86' TO A POINT ON THE WESTERN LINE OF NORTH SECOND STREET AT THE CORNER OF LANDS NOW OR FORMELY OF FIRETREE, LTD THENCE;
6. S 17 DEGREES, 15 MINUTES, 38 SECONDS E, 110.41' TO A POINT ALONG THE WESTERN LINE OF NORTH SECOND STREET THENCE;
7. S 72 DEGREES, 44 MINUTES, 08 SECONDS W, 323.25' TO A POINT ON THE EASTERN LINE OF NORTH FRONT STREET THENCE;
8. N 16 DEGREES, 32 MINUTES, 19 SECONDS W ALONG THE EASTERN LINE OF NORTH FRONT STREET, 110.03' TO THE POINT OF BEGINNING.

TRACT 2 IS A CONSOLIDATION OF 3 LOTS (TRACT 2, TRACT 3, & TRACT 4) AS IDENTIFIED ON AN EXISTING CONDITIONS PLAN PREPARED BY BRINJAC ENGINEERING, INC., JOB NO: 4597-01, DRAWING NO: C-01 DATED OCTOBER 30, 2007

CONTAINING 0.81 ACRES

THE BEARINGS USED HEREON ARE BASED ON NGVD 1929 DATUM TAKEN FROM AN EXISTING CONDITIONS PLAN PREPARED BY BRINJAC ENGINEERING, INC., JOB NO: 4597-01, DRAWING NO: C-01 DATED OCTOBER 30, 2007.

EXHIBIT D

WITHDRAWABLE REAL ESTATE

THAT CERTAIN TRACT OF LAND (PARCEL ID 11-02-005) SITUATED IN THE CITY OF HARRISBURG, DAUPHIN COUNTY, PENNSYLVANIA.

BOUNDED ON THE NORTH BY LANDS NOW OR FORMALLY OF FIRETREE, LTD ON THE EAST BY NORTH SECOND STREET ON THE SOUTH BY LANDS NOW OR FORMALLY OF TRI-COUNTY BRANCH, PENNSYLVANIA ASSOCIATION FOR THE BLIND, INC. AND LANDS NOW OR FORMALLY OF THE NORTHWESTERN CORPORATION, AND ON THE WEST BY NORTH FRONT STREET (S.R. 3009):

WITH A POINT OF BEGINNING AT A POINT ALONG NORTH FRONT STREET, 110.65' SOUTH FROM THE INTERSECTION OF NORTH FRONT STREET AND MUENCH STREET THENCE;

9. N 72 DEGREES, 40 MINUTES, 00 SECONDS E, 321.86' TO A POINT ON THE WESTERN LINE OF NORTH SECOND STREET AT THE CORNER OF LANDS NOW OR FORMELY OF FIRETREE, LTD THENCE;
10. S 17 DEGREES, 15 MINUTES, 38 SECONDS E, 110.41' TO A POINT ALONG THE WESTERN LINE OF NORTH SECOND STREET THENCE;
11. S 72 DEGREES, 44 MINUTES, 08 SECONDS W, 323.25' TO A POINT ON THE EASTERN LINE OF NORTH FRONT STREET THENCE;
12. N 16 DEGREES, 32 MINUTES, 19 SECONDS W ALONG THE EASTERN LINE OF NORTH FRONT STREET, 110.03' TO THE POINT OF BEGINNING.

TRACT 2 IS A CONSOLIDATION OF 3 LOTS (TRACT 2, TRACT 3, & TRACT 4) AS IDENTIFIED ON AN EXISTING CONDITIONS PLAN PREPARED BY BRINJAC ENGINEERING, INC., JOB NO: 4597-01, DRAWING NO: C-01 DATED OCTOBER 30, 2007

CONTAINING 0.81 ACRES

THE BEARINGS USED HEREON ARE BASED ON NGVD 1929 DATUM TAKEN FROM AN EXISTING CONDITIONS PLAN PREPARED BY BRINJAC ENGINEERING, INC., JOB NO: 4597-01, DRAWING NO: C-01 DATED OCTOBER 30, 2007.

EXHIBIT E

DECLARATION PLAN

Tracy Manor, A Condominium

1829 N. Front Street
Harrisburg, PA

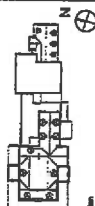
Declarant:

Cityscape Investors II, LLC
40 E. Market Street, York, PA 17401

Abstract



Wallace Roberts & Todd, LLC
1700 Market Street, 28th Floor
Philadelphia, PA 19103
215.732.5218
fax 215.732.2851



TRACY MANOR
LOCATION PLAN

C-101

TRACY MANOR, A CONDOMINIUM

DECLARATION PLAN

This Declaration Plan for Tracy Manor, A Condominium is recorded pursuant to Section 3210 of the Uniform Condominium Act of the Commonwealth of Pennsylvania and is an integral part of the Declaration Creating and Establishing Tracy Manor, A Condominium which has been recorded simultaneously herewith in the Recorder's Office in and for York County, Pennsylvania.

This Declaration Plan consists of plates and plates prepared by Wallace Roberts & Todd, LLC designated Drawing No. C-101, C-102, and A-101 through A-104, inclusive.

The terms used in this Declaration Plan have the meanings ascribed to them in the aforesaid Declaration Creating and Establishing Tracy Manor, A Condominium.

Pharm Notes

1. All improvements located outside of the area designated as Convertible or Withdrawable Real Estate "MUST BE BUILT."
2. Unless specifically noted otherwise on the Plat, any improvements depicted in the Convertible or Withdrawable Real Estate "NEED NOT BE BUILT."
3. The Declarant has reserved the right to convert any Unit owned by the Declarant to create additional Units or Common Elements pursuant to Section 32.1(c) of the Declaration.
4. All exterior dimensions of the Mansion are depicted on Drawing No. A-102.
5. Finished floor elevations for Condominium Units are based on a datum set at Harrisburg City Benchmark No. 123, which benchmark is based on NGVD 1929 datum.

CERTIFICATION

I HEREBY CERTIFY that the Declaration Plan, consisting of Drawing No. C-101, L-102 and A-101 through A-104, inclusive, contains all information required by Section 3210 of the Act.

Professional Seal)



1. LOCATION PLAN



8-Apr-2012 10:11
N-145304697 HARS

Tracy Manor,
A Condominium

1829 N. Front Street
Harrisburg, PA

Declarant:

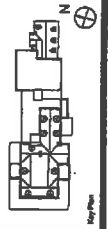
Cityscape Investors II, LLC
140 E. Market Street, York, PA 17401

Architect:



William Roberts & Todd, LLC
1703 Market Street, 3rd Floor
Philadelphia, PA 19103
Tel: 215.762.2891

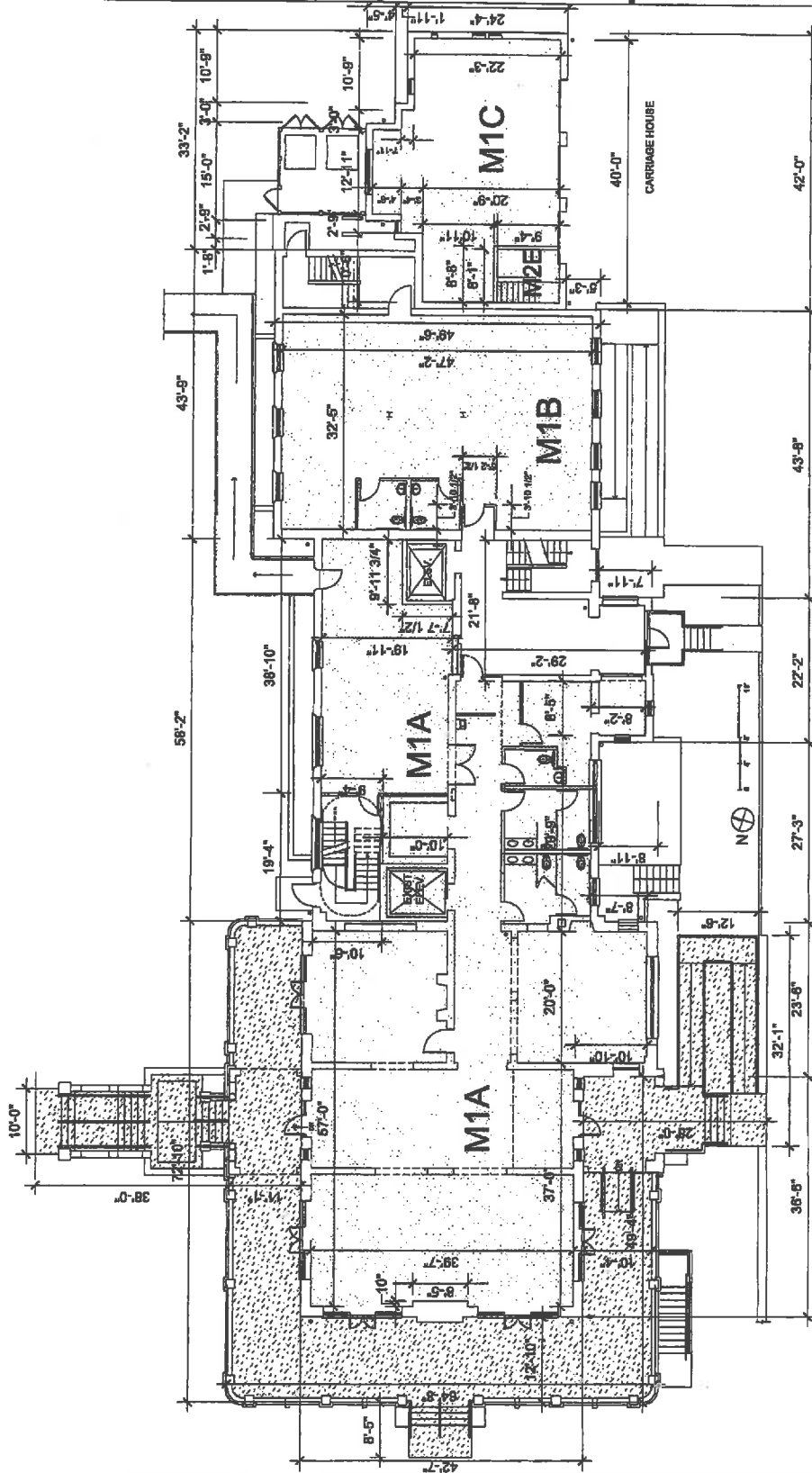
| |
|------------------|
| CONDOMINIUM UNIT |
| MANOR LIMITED |
| COMMON ELEMENTS |
| OTHER LIMITED |
| COMMON ELEMENTS |



| | | | |
|----------|----------|----------|----------|
| DATE | REVISION | BY | DATE |
| 01/10/12 | 01/10/12 | 01/10/12 | 01/10/12 |
| 01/10/12 | 01/10/12 | 01/10/12 | 01/10/12 |
| 01/10/12 | 01/10/12 | 01/10/12 | 01/10/12 |

TRACY MANOR
FIRST FLOOR PLAN

A-102



M1A: 4,257 sf
M1B: 1,507 sf
M1C: 888 sf

1 FIRST FLOOR PLAN
1/16"=1'-0"

**Tracy Manor,
A Condominium**

1829 N. Front Street
Harrisburg, PA

Declarant:

Cityscape Investors II, LLC
140 E. Market Street, York, PA 17401

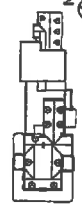
ARCHITECT:



Wallace Roberts & Todd, LLC
1700 Market Street, 28th Floor
Philadelphia, PA 19103
Tel: 215.762.2511

LEGEND

- CONDOMINIUM UNIT
- UNION LIMITED COMMON ELEMENTS
- OTHER LIMITED COMMON ELEMENTS

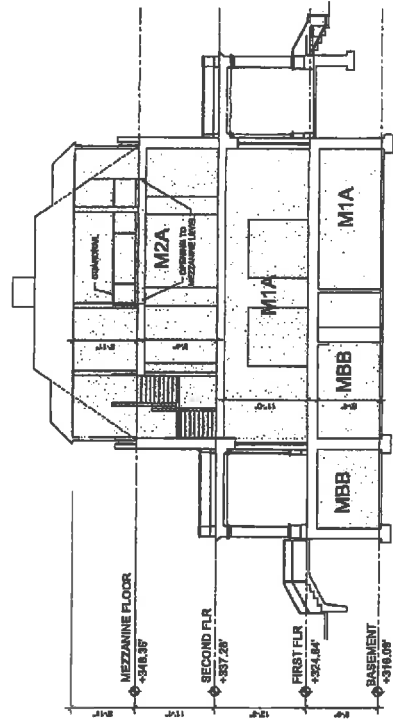


200 Feet
North

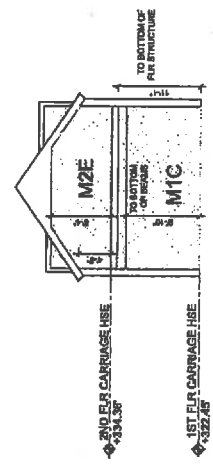
| DATE | DESCRIPTION | BY | CHKD BY |
|----------|----------------|----|---------|
| 01/15/13 | MEZZANINE PLAN | AW | AW |
| 01/15/13 | MEZZANINE PLAN | AW | AW |
| 01/15/13 | MEZZANINE PLAN | AW | AW |

TRACY MANOR
MEZZANINE PLAN

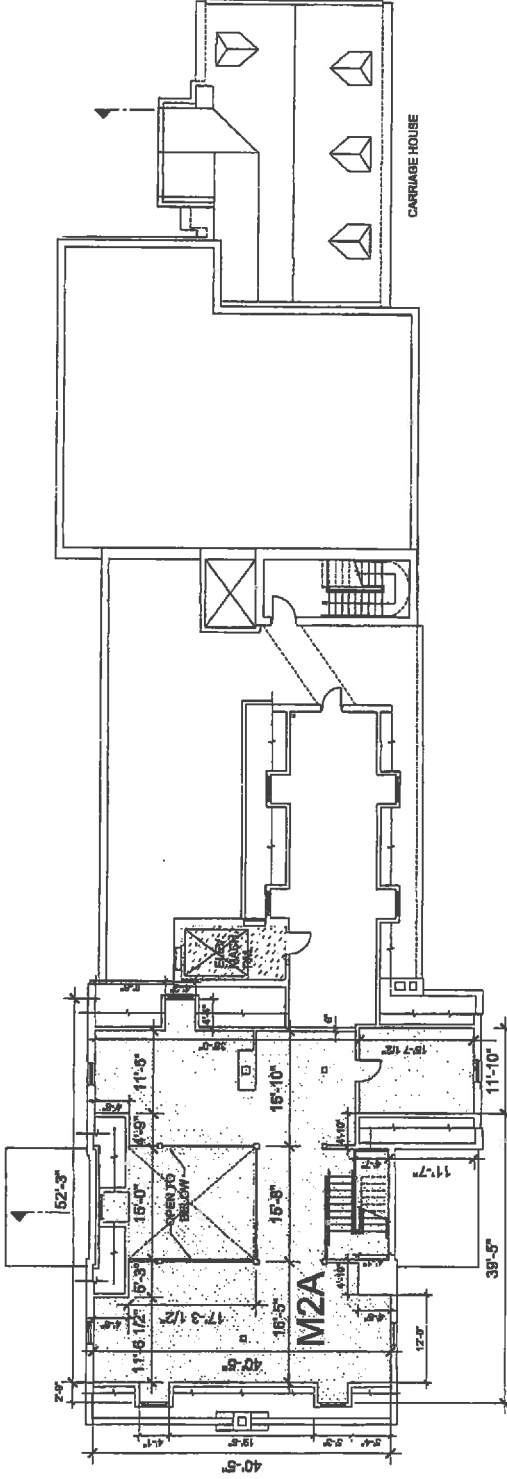
A-104



2 . 1/16"=1'-0"



3 . 1/16"=1'-0"



1 . 1/16"=1'-0"

M2A: 1,690 sf