

DECLARATION OF CONDOMINIUM

GOLDEN ORCHARDS ESTATES, A CONDOMINIUM



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Joseph A. D. Smith

CITRAL COUNTY RECORDER OF DEEDS

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**DECLARATION OF CONDOMINIUM
GOLDEN ORCHARDS ESTATES, A CONDOMINIUM
TOWNSHIP OF FERGUSON
COUNTY OF CENTRE
COMMONWEALTH OF PENNSYLVANIA**

THIS DECLARATION is made this 24th day of SEPTEMBER, 2003, by
LOESCH CONSTRUCTION, INC., a Pennsylvania Corporation, of 2101 Circleville Road,
State College, Centre County, Pennsylvania, as the owner in fee simple of the real estate herein
described.

ARTICLE 1--SUBMISSION

1.1. Name; County; Description. LOESCH CONSTRUCTION, INC. (the Declarant),
owner in fee simple of the Real Estate described in Exhibit "A" attached hereto, located in
Ferguson Township, Centre County, Pennsylvania, hereby submits the Real Estate, together with
the buildings and improvements erected thereon and to be erected, and the easements, rights and
appurtenances thereunto belonging (collectively, the "Property") to the provisions of the
Pennsylvania Uniform Condominium Act, 68 Pa. C.S. Section 3101 et. seq. (the "Act"), and
hereby creates with respect to the Property a residential condominium, to be known as GOLDEN
ORCHARDS ESTATES, a Condominium (the "Condominium").

1.2. Easements and Licenses. The Property is so submitted:

SUBJECT to the easements of Bristol and West College Avenues, public rights-of way,
in Ferguson Township, Centre County, Pennsylvania, and SUBJECT to rights granted for power
easements, sewer and water easements, telephone easements, or other easements or licenses
necessary for the development of the site, as recorded or which will be recorded in the office of
the Recorder of Deeds, either prior to or subsequent to the filing of this declaration, and as may
be presently shown on recorded plats or which will be shown on subsequently recorded plats.

ARTICLE 2--DEFINITIONS

2.1 Terms Defined or Used in the Act. Terms not otherwise defined herein shall have the meanings specified or used in the Act.

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

A. "Association" means the Unit Owners' Association of the Condominium and shall be known as the "Golden Orchards Estates Condominium Unit Owners' Association."

B. "Buildings" mean dwelling structures containing various numbers of units, as well as improvements comprising a part thereof, as are the subject hereof, and which are to be constructed on the property.

C. "By-Laws" means such governing regulations as are adopted under the Act, and as pertain to the subject property of this Declaration, and includes such amendments thereof as may be adopted from time to time, all of the same being deemed to be a part hereof as if attached hereto.

D. "Common Elements" or "Common Areas" means and includes all portions of the condominium other than the units including, but not limited to: (a) the land on which the buildings are located and those portions of the buildings as are not included in any Unit; (b) the yards; (c) insulation and systems as comprise all central services and utilities; (d) all apparatus and installations existing for common use; (e) all other elements of each building necessary or convenient to its existence, management, operation, maintenance and safety, and normally in common use; and (f) such areas and facilities as are so designated on the Declaration Plan; but does not include such parts or features of the foregoing as are of entirely private use

within the Unit or those areas which will be designated as Limited Common Elements as hereinafter defined.

E. "Common Expenses" means and includes: (a) expenses of administration, maintenance, repair and replacement of the Common Elements; (b) expenses agreed upon as common by all the Unit Owners; (c) expenses declared common by the provisions of the Act, or by this Declaration, or by the By-Laws, Rules and Regulations of the Association; (d) expenses duly declared common by the Executive Board pursuant to the provisions of this Declaration or the By-Laws, Rules, and Regulations of the Association; and (e) expenses duly declared common as provided under any amendments made to the Act or these instruments.

F. "Condominium" means for the purposes of this Declaration, the structures located on the Property wherein an individual Unit Owner owns in fee simple his Unit with the right to use the Limited Common Elements appurtenant to his Unit, and wherein he owns an undivided interest in the Common Elements and facilities of the entire Property included in this Declaration.

G. "Condominium Documents" means the Declaration of Condominium (including Plats and Plans), the By-Laws, and the Public Offering Statement, any and all exhibits, schedules and amendments to any of them.

H. "Declaration" means the instrument by which the Property is submitted to the provisions of the Act, and any amendments thereto.

I. "Declaration Plan" means a professionally prepared plan of the property under Section 3210 of the Act. Said plan is recorded or to be recorded, and a copy thereof is available for inspection at the Office of Declarant.

J. "Executive Board" means a group of natural individuals of the number stated in the By-Laws, Rules, and Regulations of the Association, all of whom shall be Unit Owners (except for the initial Board), who shall manage the business, operations and affairs of the Property on behalf of the Unit Owners and in compliance with the Act.

K. "General Common Expenses" means common expenses excluding limited common expenses.

L. "Limited Common Elements" or "Limited Common Areas" means those portions of the Common Elements allocated for the exclusive use of a Unit pursuant to Section 3209 of the Act and all those areas designated in this Declaration or the Declaration Plan or by resolution of the Executive Board as reserved for the use of a Unit or Units to the exclusion of other Units. Limited common elements include but are not limited to: chutes, flues, ducts, wires, conduits, bearing walls, concrete porches, patios, storage areas, flower boxes, flower pots and parking spaces, if any. Unit Owners shall be permitted to plant a garden at the rear of a Unit four (4') feet in depth and no more than the length of the patio. The Unit Owner shall bear the expense of maintaining any plantings or gardens. The plantings or gardens are subject to regulation by the Unit Owners' Association (the "Association"), whose decisions regulating such plantings or gardens shall be final and unappealable.

M. "Limited Common Expenses" means the common expenses, charges and fees associated with the maintenance, repair, replacement and use of Limited Common Elements to be borne by the owner of the Unit which is allocated or served by the respective Limited Common Element.

N. "Majority" or "Majority of the Unit Owners" means the owners of more than fifty (50%) percent in the aggregate of ownership in the Common Elements, tabulated according to votes so based and assigned in Exhibit "B" attached to this Declaration.

O. "Percentage Interest" means each unit owner's undivided ownership interest in the common elements. The share of all votes of unit owners and share of common expense liability appurtenant to each unit is set forth in Exhibit "B". The maximum number of units constructed shall not be greater than fifty-eight (58) when all units in the Residential Condominium are completed.

P. "Permitted Mortgage" means a first mortgage to: (1) the Declarant; (2) the Seller of a unit; (3) a bank, trust company, savings bank, savings and loan association, mortgage service company, insurance company, credit union, pension fund, or like institutional investor or lender; and (4) any other mortgagee approved by the Executive Board. A holder of a permitted mortgage is referred to herein as a "Permitted Mortgagee."

Q. "Person" means a natural individual, corporation, partnership, association, trustee or other legal entity.

R. "Property" means and includes the land, the buildings, all improvements thereon and therein, and all easements, rights and appurtenances belonging thereto, which are represented in the Declaration Plan and are declared by this instrument to be submitted pursuant to the provisions of the Act. The legal description of the land is attached hereto as Exhibit "A".

S. "Recorded" means that an instrument has been duly entered of record in the Office of the Recorder of Deeds of Centre County, Pennsylvania.

T. "Recorder" means the Recorder of Deeds of Centre County, Pennsylvania.

U. "Reserved Common Elements" means portions of the Common Elements which the Declarant may designate as such from time to time pursuant hereto for its use.

V. "Revocation" means an instrument signed by all of the Unit Owners and by all holders of liens against the Units by which the property is removed from the provisions of the Act.

W. "Unit" means a component or part of a building designed and intended for residential use, and designated as a Residential Unit by the Declaration Plan, and the same shall include its assigned proportionate undivided interest in the Common Elements, which is subject to change, and shall include also all of the rights, privileges, immunities, and obligations attaching thereto as is provided and referred to herein. Each unit shall have one (1) vote in the Golden Orchards Estates Unit Condominium Unit Owners' Association.

X. "Unit Designation" means the number used for designating each Unit in the Declaration Plan.

Y. "Unit Owner" means the person or persons or legal entity owning a Residential Unit in fee simple as provided in the Act, and may include the Declarant.

ARTICLE 3--NAME AND DESCRIPTION

3.1 Identification of the Units. The name by which the Property will be known is Golden Orchards Estates, a Condominium. The name under which the business operation and affairs of the Property and Unit Owners shall be managed on behalf of the Unit Owners after the Declarant has surrendered control to the Unit Owners shall be the

GOLDEN ORCHARDS ESTATES UNIT OWNERS' ASSOCIATION, a non-profit corporation.

3.2. Description of Property. The property herewith submitted to the condominium form of ownership under "The Act" is described on The Declaration Plan, and is also legally described as set forth on Exhibit "A", attached hereto and hereby incorporated by reference as though set forth in full. The boundaries of each unit are as shown on the Declaration Plan recorded concurrently herewith, including the unit identification numbers. The common areas and the limited common areas of this condominium are as designated on the said Plats and Plans recorded concurrently herewith, made a part hereof and marked Exhibit "C".

ARTICLE 4--BUILDINGS, UNITS, BOUNDARIES, PLATS AND PLANS

4.1. Identification of Units. The locations and dimensions of the buildings and other structures and improvements which are built and which may be built and which in some cases must be built comprising the property are shown on the plats as recorded in the Office of the Recorder of Deeds of Centre County which indicate the location of units, the common elements and the limited common elements of the condominium. For any and all purposes each unit may be identified and shall be identified fully and accurately described solely by reference to the number and/or letter designated on the Declaration Plan. The location and the dimension of the building or buildings and the other structures and improvements comprising the property are shown on the plans and the plats as recorded and which may be recorded from time to time, and the location of the units, common elements and limited common elements of the condominium are shown on the said plans which are recorded concurrently herewith and made a part hereof.

4.2 Description of Units. Each Unit is intended for independent residential use and each of the residential units consists of the following portions of a building:

A. Enclosed space: The interior volumes of cubicles of space enclosed by the interior surfaces of perimeter and interior walls, ceilings and floors thereof, including vents, doors, windows and other such structural elements that ordinarily are regarded as enclosures of space;

B. Interior walls: All interior dividing walls and partitions (including the space occupied by such walls or partitions accepting load-bearing, interior walls and partitions);

C. Fixtures and furnishings: The decorated inner surface of the perimeter and interior walls (including decorated inner surfaces of all interior load-bearing walls), floors and ceilings, paint, plaster, carpeting, fireplaces and flues, if any, tiles and other finishing materials affixed or installed as part of the physical structure of a unit, including interior walls and partitions, and all immediately visible fixtures, complete heating systems, mechanical systems and equipment installed for the sole and exclusive use of each Residential Unit, commencing at the point where the same extends from walls or floors into the interior space from the structural body of the building, or from the utility lines, pipes, or systems serving the unit. No pipes, wires, conduits or other public utility lines or installations constituting a part of the overall systems designed for the service of any particular unit or any of the structural members or portions of any kind, including fixtures and appliances within the unit which are not removable without jeopardizing the soundness, safety or usefulness of the remainder of the building shall be deemed to be a part of any unit;

D. Exterior items: all that undivided proportionate interest in the common elements assigned to each unit; and

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

1. The upper and lower (horizontal) boundaries of the Unit shall be the following boundaries extended to intersections with the vertical boundaries:

a. Upper Boundary: The horizontal plan of the bottom surface of the ceiling.

b. Lower Boundary: The horizontal plane of the top surface of the unfinished, concrete floor slab.

2. Vertical Boundaries: The vertical boundaries of the Unit shall be the vertical planes, extended to intersections with each other and with the upper and lower boundaries, formed by the Unit-side surface of the side walls which surround the Unit, and the Unit-side surface of walls, sills, windows and doors where the Unit-side surface is outside the plane.

3. Portions Not Included As Portion of Unit. The following portions of the building are not included in the above:

a. All pipes, ducts, wires, cables, passageways or conduits as may be of service to more than one unit or to common elements.

b. All items of service, use or benefit to more than one unit.

c. All areas that may be designated as common areas or limited common areas, including, but not limited to, walkways, recreation rooms, restrooms, swimming pool and adjacent area, parking spaces, etc.

4.3. Maintenance Responsibilities and Expense Allocation. Notwithstanding the ownership of the various portions of the common elements and of the units by virtue of the boundary descriptions, the units and common elements shall be maintained and repaired by each

unit owner and by the GOLDEN ORCHARDS ESTATES CONDOMINIUM UNIT OWNERS' ASSOCIATION, a non-profit corporation, in accordance with the provisions of Sections 3208, 3307, and 3314 of the Act, except as expressly set forth to the contrary herein. All common expenses associated with the maintenance, repair and replacement of a limited common element shall be assessed as a limited expense allocated to the unit or units to which such limited common element was assigned at the time the expense was incurred and in the same proportion as the respective percentage interest of all such units. Ordinary maintenance and repair of any limited common elements shall be the responsibility of the owner of the unit to which such limited common element is appurtenant. Structural repairs and/or replacements of such limited common elements shall be the responsibility of the Association, the cost to be charged as a general common expense.

4.4. Relocation of Unit Boundaries and Subdivision. Relocation of boundaries between units and subdivision of units will be permitted subject to compliance with the provisions therefore in Sections 3214 and 3215 of the Act.

4.5. Description of Common Elements. The Common Elements are as defined above and consist of all parts and portions of the Property not included in the Units, and not including such portions of the Property or rights therein as are otherwise owned and reserved. The Common Elements specifically include all items of service, use, or benefit to more than one unit and as so designated, installed, and provided by the Declarant or by the Executive Board.

4.6. Interest in Common Elements. Each Unit Owner shall own an undivided interest in the Common Elements in accordance with the number of units completed at the time the Unit

Owner takes possession. The maximum number of units in this condominium when all are constructed shall be fifty-eight (58) units. Each unit and its designated, undivided interest in the common elements, in accordance with the proposed number of units, is attached hereto as Exhibit "B" and is hereby incorporated by reference as though set forth in full. Said interest is shown with its identifying number and location and percentage interest on the plats and plans. Such percentage ownership runs with the title to each Unit and may not be separated therefrom. However, the proportionate undivided interest in the Common Elements may be altered by the recording of an amendment to this Declaration by the Declarant in accordance with the Act and this Declaration. In any event, the total of all such undivided interests shall be 100 percent in the aggregate. Each unit shall have one (1) vote in the GOLDEN ORCHARDS ESTATES CONDOMINIUM UNIT OWNERS' ASSOCIATION.

4.7. Special Uses. Certain parts or portions of the Common Elements may be specifically assigned in writing for use by a particular Unit Owner, i.e., the Declarant expressly reserves for each Unit Owner the right to use the limited common area located in the areas which are designated as patios to each unit. Additionally, each Unit Owner shall have the right to use two (2) parking spaces in the driveway in front of the garage in addition to garage parking. All such areas are limited common areas for the benefit of the unit so served, including any storage areas which may be so designated by the Declarant for the benefit of each unit.

4.8. Easements.

a. Each Unit Owner shall have an easement in common with all other unit owners to use all pipes, wires, ducts, cables, conduits, utility lines and other Common Elements serving each

unit in each particular building and to any extent located in any other unit, and such easement shall include also having the facility in place, and the servicing, maintaining and replacing of the same, and each unit shall be subject to a like easement in favor of all other affected Unit Owners insofar as necessary or practicable.

b. Each Unit Owner shall have an easement to the extent necessary for structural support over and under and laterally with any other unit in the same building and over each to the extent necessary, and shall be subject to such easement for any necessary structural support.

c. The Property and all parts thereof shall be subject to rights-of-way, easements, covenants, restrictions or conditions as may be set forth in prior instruments of record, and to the rights-of-way, easements, covenants, restrictions or conditions as shown on the plats and plans recorded herewith, and to a right-of-way or rights-of-way for utilities now or hereafter established or granted by the Declarant or by the Executive Board. The property is subject to perpetual rights-of-way over prescribed common roadways for ingress and egress to Common Elements and to Units as are necessary and convenient, but which, unless or until dedicated and accepted as public roads, shall be subject to the regulations and control of the Declarant and or the Executive Board for the good of the Unit Owners.

4.9. Utilities. It is understood and agreed that all unit properties are under and subject to and the Owners assume and assure by acceptance hereof to abide by any and all agreements between the Declarant and any utility and/or utility authorities and grant such bodies easements in the common areas and into the limited common areas over, into, and upon each and every unit for purposes of access to any utility instrument for the purpose of repair, replacement, reading, removal, maintenance or shutoff of such utilities in, on and to the units.

Each Unit Owner shall be responsible for the payment of total charges incurred for his or her unit. The Declarant shall cause utility services to be placed and the same will be delivered to the Condominium Association. The Condominium Association shall be responsible for the maintenance and repair and/or replacement of said utility lines when and if necessary.

4.10. Additional Easements. In addition to and in supplementation of the easements provided herein and the other provisions of the Act, the following easements are additionally created:

A. Models, Management Offices, Sales Offices. The Declarant shall have the right to maintain models, management offices and sales offices on the property if it so elects and to relocate such model offices, management offices and sales offices from time to time anywhere within the property or any additional property if added. The models, management offices and sales office constituting a portion of the common elements shall be subject to the following requirements:

1. The model or models maintained by the Declarant shall be in units owned by the Declarant and not within the Common Elements.
2. In addition to the model(s) maintained by the Declarant, the Declarant shall have the right to maintain within the Common Elements and/or any units owned by the Declarant not more than two offices for sales and/or management purposes. Each such sales or management office may not exceed the size of the largest unit in the condominium.

B. Advertising Signs. The Declarant shall have the right to maintain on the property such advertising signs as the Declarant in its sole discretion deems appropriate provided that such signs comply with applicable government requirements. The Declarant may from time to time relocate such advertising signs.

4.11. Additional Easement to Correct Drainage. The Declarant reserves an easement on, over and under the portions of the Common Elements not located within any unit for the purpose of maintaining and correcting any possible drainage of surface water in order to maintain reasonable standards of health, safety and appearance. This easement expressly includes the right to cut any trees, bushes or shrubbery, to grade the soil or to take any other action reasonably necessary to achieve this purpose, following which the Declarant shall restore the affected property as closely to its original condition as practicable. This shall include the right to perform all of the same.

4.12. Additional Easement of Declarant for Development of Real Estate in Phases. The Declarant reserves an easement on, over and under those portions of the Common Elements not located in a building which contains units, for all purposes relating to the construction, development, leasing and sale of improvements on real estate in the project as done in phases, if applicable. This easement shall include, without limitation, the right of vehicular and pedestrian ingress and egress, the right to park motor vehicles and to engage in construction and marketing activities of any nature whatsoever, including the movement and storage of building materials and equipment, the conduct of sales, leasing and management activities, the maintenance of models and offices and the erection and maintenance of directional promotional signs. The easement hereby created in favor of the Declarant in this section shall terminate upon the

conversion of all of the real estate to the condominium project. Declarant, at the time of completion of the construction of the condominium project, shall continue to have the right to conduct marketing activities with respect to the condominium..

4.13. Easement for Use of Recreational Area. If a recreational area is constructed in the project, each Unit Owner and each person lawfully residing in the complex on the real estate described in the exhibits attached hereto is hereby granted a nonexclusive right and easement of access and enjoyment in common with others of the amenities and the recreational facilities constituting the recreational areas when constructed by the Declarant. The extent of the easement and the easements of access and enjoyment shall be subject to the following: (a) the right of the Association to charge reasonable admission fees; (b) the right of the Association to adopt rules and regulations governing the use of the recreational areas.

4.14. Recreational Use Assessments. As a condition of the enjoyment of the easement created by the prior section, the record owners in fee simple of each unit of the real estate described in the exhibits attached hereto shall pay to the Association each month an assessment levied exclusively for a proportionate share of the costs for the management, operation, repair, replacement and maintenance of the recreational areas and for services and facilities related thereto. The assessment payable by each such record owner shall equal the amount determined by multiplying the actual operational expenses less any income from the recreational areas and prorated by the number of units occupied and/or units with occupancy permits.

ARTICLE 5--USE, PURPOSES AND RESTRICTIONS

The property or the properties, as set out on the attached exhibits, including the buildings constructed, or which may be built, the Units, the Common Elements and the Limited Common Elements are intended to be used for the following purposes, and their use is hereby restricted as follows:

5.1. Residential Unit Restrictions. No Unit may be divided or subdivided into a smaller unit. Any residential unit may be added to or incorporated into another residential unit; however, the same must be approved in writing by the Condominium Association and approved by the Declarant and the Declarant's decision is final and binding. After the Declarant has turned over majority ownership to the Association, the Executive Board of the Association shall make the decision whether to approve or not to approve changes and the decision of the said Board shall be final and binding.

5.2. Residential Use. Each Unit is hereby restricted to residential use by the Unit Owner, his tenants, successors, or assigns thereof. The use shall be compatible with the uses permitted under the appropriate zoning of Ferguson Township. The Declarant, however, shall have the right to use any of the units by it as heretofore set out for rental units, models and/or for sales and administrative offices.

5.3. Use with Care. No Residential Unit Owner shall do or permit any act which is illegal or in violation of any law, statute, ordinance, rule or regulation of any local, state or federal governmental agency having jurisdiction. No Unit Owner shall do or permit any act which would jeopardize the soundness or safety of the Property, or of any part of it, or impair any easement or appurtenance or any rights of others, without the unanimous consent of the Unit Owners affected thereby.

5.4. Leasing. A Unit may be rented for residential purposes by the Owner thereof under a lease to not more than three (3) unrelated persons for a term of at least one (1) year, providing that the lease is made subject to all provisions as affect the Unit Owner himself to the end that the tenant shall be bound to the lease as is the Owner with reference to possession, use and occupancy, and in all ways pertaining thereto. All leases shall be approved by the Declarant and/or the Unit Owners' Association. The Unit Owner shall be responsible for any damages to the limited common areas or the common areas caused by his tenant(s).

5.5. Use of Common Elements. The Common Elements or Common Areas may be used by all Residential Unit Owners and/or their tenants, their assigns, successors in interest, family members, guests, and invitees, subject to the By-Laws, Rules, and Regulations and such rules and regulations as may be established by the Executive Board. Each Unit Owner may use the Common Elements in accordance with the purposes for which the Common Elements are intended without hindering or encroaching upon the lawful rights of other Unit Owners, and subject to the provisions hereof, the By-Laws, Rules, and Regulations and the Rules of the Executive Board.

5.6. Access to Public Roads. Under no circumstances shall any Unit Owner's right of ingress or egress or right of access, to and from any public area, public road, or over Common Elements, Common Areas and lands be impaired where the same has been designated for such use on the plats and plans.

5.7. Maintenance and Repair of Common Elements. The maintenance and repair of Common Elements and the making of additions or improvements thereto shall be carried out only as provided under the By-Laws, Rules, and Regulations and this Declaration which shall be recorded and as the same may be duly amended from time to time.

5.8. Use Restrictions.

A. Residential Use. Except as herein provided with respect to the uses permitted by the Declarant, no Residential Unit shall be used for any purpose other than as a residence for any legal entity or its assigns or successors in interest, a unit family owner, a unit family owner's member, including a member or persons to whom the unit owner shall have leased his unit subject to all the provisions with respect to the use and occupancy and presence on the property applicable to the Unit Owner himself. No owner nor his successors in interest or assigns may permit or suffer anything to be done or kept upon the Property which will increase the rate of insurance on the Property or on the contents thereof, or which will obstruct or interfere with the rights of others or annoy them by unreasonable notices or otherwise and no one may commit or permit any nuisance or commit or suffer any immoral or illegal act to be committed anywhere in or upon the Property.

B. Aesthetics. Each Unit owner shall maintain his Unit in good condition, order, and repair, at his expense. No Unit Owner shall display, hang, store or use anything whatsoever on his entryway or outside his Unit other than as may be permitted in accordance with the By-Laws, Rules, and Regulations established by the Executive Board. No member may paint, decorate, or otherwise alter or modify in any way the outside of his Unit, or install outside of his Unit any canopy, awning, covering, radio or television antenna, including any satellite receiver, dish or structure, or addition of any kind whatsoever without the prior written consent of the Executive Board. The hanging of laundry outside the unit is not permitted.

C. Sanitation. Trash, garbage, and other waste shall be kept only in sanitary containers and shall be disposed of in such manner as may be prescribed from time to time in the By-Laws, Rules, and Regulations established by the Executive Board. No articles of personal property

belonging to any Unit Owner shall be stored in any portion of the Common Elements without the prior written consent of the Executive Board.

D. Electricity. No one may overload the electrical wiring in the building or operate any machinery, appliance, accessory, or equipment in such a manner as to cause, in the judgment of the Executive Board, any unreasonable disturbance, or make any alterations thereto. This includes the limitation of the use of high speed machinery which disturbs television reception or shortwave or microwave reception or anything akin thereto.

E. Uses and Structures. No Residential Unit or any part thereof shall be used for any purpose except as set forth herein. No motor vehicles other than those utilized by the unit owner, his tenants, successors or assigns, shall be stored or parked in the parking area or parked on the Property. No Unit Owner shall have any additional motor vehicles on the premises for purposes of maintenance or service or hobby such as tearing down or putting together motor vehicles. There shall be no storing of any old or junked or hobby type vehicles on the premises, including trailers, pop-up campers, boats, motor homes, etc. No business or trade of any kind which shall constitute a nuisance, emit any noxious odor, or cause offensive or loud activities shall be carried on in any Unit nor shall anything be done thereon which may be or become an annoyance or nuisance to the occupants of other Units. No boat, trailer, tent, shack or other such structure shall be located, or erected or used on any part of the Property, temporarily or permanently, other than what has been constructed for the use of the Unit Owners by the Declarant, except for an occasional recreational use, i.e, the erection of a tent at the pool for a pool party or for service of a buffet.

F. Signs. No sign of any kind shall be displayed to the public view on any of the Units except those approved by the Declarant or by the Executive Board.

G. Animals. No animals of any kind shall be raised, bred or kept in any Residential Unit on the Property, except those approved by the Executive Board. This section does not preclude a Unit Owner from keeping one large dog or not more than two smaller animals, only one of which can be over 40 pounds (two dogs, two cats, or the like). In no event, however, shall a Unit Owner keep any wild animals, such as snakes, alligators, lizards or like reptiles, lions, tigers, trained attack dogs, elephants or piranha fish. Such wild or vicious animals are absolutely not permitted. All animals must be leashed when outside the Unit. The Unit Owner must "clean up" after the animal(s).

H. Nuisances. No noxious, offensive or loud activity shall be carried on in any Unit, nor shall anything be done thereon or therein which may be or may become an annoyance or nuisance to the other Unit Owners in the quiet enjoyment of their unit. The decision as to whether such activity is noxious, offensive or overly loud or disturbs television or radio reception shall be decided exclusively by the Executive Board in such manner as it may elect to make such decision. Such decision is final and unappealable.

I. Mailboxes. Mailboxes shall be retained as the same now are, or as designated by the Executive Board, after construction by the Declarant.

J. Clotheslines. There shall be no outdoor clotheslines.

K. Fences. There shall be no fence of any kind, wall, hedge or similar structure erected or maintained anywhere on the Property, except as placed by the Declarant in its sole discretion. Any additional fencing for any purpose shall be permitted only by amendment to this Declaration by the Declarant or by the Executive Board in accordance with the Rules and Regulations of the Unit Owners Association.

L. Executive Board Power. The Executive Board may adopt such rules and regulations concerning use, occupancy or other matters including provisions for reasonably limiting or suspending certain rights and/or privileges as it deems appropriate; and may alter such By-Laws, Rules, and Regulations from time to time as it may determine. The decisions of the Executive Board are final and unappealable.

M. Executive Board Rights. Violation of any By-Law, Rule, or Regulation of the Executive Board and/or of any provision of the Declaration hereof shall give the Executive Board or any representative acting on its behalf in addition to any other rights granted by law, the following rights:

1. To enter the Residential Unit in which, or in connection with which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing, person, creature, and/or condition that may exist therein contrary to the intent and meaning hereof without being guilty of trespass or other wrong.

2. To enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

3. To levy as an assessment or charge as a Common Expense against any Unit Owner an amount equal to damages so sustained together with costs of suit and reasonable attorney's fees by virtue of such Unit Owner's committing and/or permitting such violation upon a finding thereof by the Executive Board.

4. To levy a fine of \$25.00 per day for each day a violation continues at the discretion of the Executive Board.

N. Executive Board Maintenance and Repair. The Executive Board shall maintain, repair and replace all Common Elements, wherever situate, except that in the event such maintenance, repair or replacement was caused by negligence or misuse of a Unit Owner, or of any other occupant of a Unit, such expense shall be charged to such Unit Owner. Each Unit Owner shall maintain, repair, and replace, at his own expense, all portions of his Unit as are separate and private to it and him. Each Unit Owner shall be responsible for damage to any other Unit and/or to any Common Elements caused intentionally, negligently, or by failure to properly take care of his own Unit, whether or not the fault is his personally or is the fault of any other occupant or guest of his Unit.

O. No Obstruction. There shall be no obstruction of the Common Elements nor shall anything be stored in or on the Common Elements without the prior written consent of the Executive Board except as herein provided. The use and covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of the building, shall be subject to the rules and regulations of the Executive Board.

P. Insurance Rates. Nothing shall be done or kept in any unit or in or on the Common Elements which will increase the rate of insurance on the property, or the contents thereof, for the residential use 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 increase. No Unit Owner shall permit anything to be done or kept in his unit or in or on the Common Elements which will violate any law, statute, ordinance or regulation of any governmental body or which will result in the cancellation of any insurance maintained by the Executive Board. No waste shall be committed in or on the Common Elements.

Q. Displays. No Unit Owner shall cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the building or on the property and no sign, awning, canopy, shutter, radio or television antenna or television or radio disk shall be affixed or placed upon the exterior walls or roof or any part thereof without the prior written consent of the Executive Board. No air-conditioning unit of whatever type other than those installed by the Declarant as of the date of this Declaration be installed without the express written approval of the Executive Board.

R. Miscellaneous Displays. No clothes, sheets, blankets, laundry or other articles of any kind shall be hung out or exposed on any part of the Common Elements.

S. Personal Property. No benches, chairs or other personal property shall be left on, nor shall any play thing, baby carriage, playpen, bicycle, wagon, toy or vehicle be left on any part of the Common Elements without the prior consent of and subject to the regulations of the Executive Board.

T. Electrical Wiring. No Unit Owner shall overload the electrical wiring of the buildings, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Executive Board, an unreasonable disturbance to the other Unit Owners, nor shall any unit owner connect any machine, appliance, accessory or equipment to the heating system or plumbing system without the prior written consent of the executive Board. Installation, removal, reconstruction or repair of any electrical lighting and power circuit or electrical outlet box or terminal device included in such outlet box, or any item of heating or air-conditioning equipment, any of which is located within the interior partition of any unit, may be undertaken by the Unit Owner of such unit only after application has been made to and written approval has been received from the Declarant or the Executive Board. Such approval shall be

granted only if the work performed shall be of similar or superior quality to that present throughout the building or buildings, and shall be performed by qualified personnel. The cost of such installation, removal, reconstruction or repair whether undertaken by the Unit Owner or by the Executive Board, shall be borne by the Unit Owner of the unit benefitted thereby.

U. Additional Rules and Regulations. Reasonable rules and regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the property, or the property which may be added to the project, may be promulgated from time to time by the Executive Board, subject to the right of the Association to change such rules and regulations. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such Rules and Regulations or any amendments thereto.

ARTICLE 6--COMMON EXPENSES

6.1. Condominium Expenses. The Declarant, for each Unit owned, hereby covenants with, and each other Unit Owner(s) by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is conclusively deemed to covenant and agree to pay to the Executive Board or its designee, as the representative of the GOLDEN ORCHARDS ESTATES CONDOMINIUM UNIT OWNERS' ASSOCIATION, such assessments and/or charges as may be levied by the Executive Board of the Condominium Unit Owners' Association to cover the reasonable share of Common Expenses incurred in maintaining, improving and managing Golden Orchards Estates, a Condominium. Such assessments and/or charges shall run with the land and shall be a continuing lien upon each Residential Unit until paid. Such assessments and/or charges may be enforced in any court of law or equity having jurisdiction thereof, and as provided for herein shall be subordinate to the lien of any first mortgage. The Declarant shall not

be assessed costs for any unit under construction or constructed unless or until an occupancy permit has been issued for such unit. Declarant shall not be required to pay any monthly condo fee for unsold units after an occupancy permit has been obtained.

6.2. Special Expenses. Where in the judgment of the Executive Board, it is determined that an expense is peculiar to and of special benefit only to certain Residential Units, and is not foreseen to be repeated generally throughout the property, it shall make a special assessment on such account against only such Units as are so affected, and the same shall be subject to the foregoing provisions of the appropriate sections herein, like any other assessment. The provisions hereof shall be applicable under Article 8 below.

ARTICLE 7--ENCROACHMENTS

If any portion of a Residential Unit or Common Element encroaches upon another Unit, a valid easement for the encroachment and the maintenance of the same, so long as it stands, shall and does exist. In the event any building is partially or totally destroyed and then rebuilt, such encroachments may continue as a part of any restoration.

ARTICLE 8--EASEMENTS

8.1. Residential Unit Owners and Executive Board.

A. Each Unit Owner, as needed, shall have an easement in common with all other affected Unit Owners to have, use and repair, or to have repaired or replaced, as necessary, all pipes, wires, ducts, cable, conduits, chimneys, public utility lines and other elements in any way located in any Unit or forming any part of the Common Elements. In addition, each Unit shall be subject to, and shall have, such easements of support and shelter from, under, against and over such other Units, as may be necessary for the soundness and quiet enjoyment of each Unit, and as may be necessary for the soundness and needs of structural Common Elements.

B. The Executive Board shall have the right of reasonable access to each Unit to inspect the same, and to provide for removal of violations therefrom and generally to the extent set forth under the By-Laws, Rules, and Regulations, and to provide for service, maintenance, repair or replacement of Common Elements as necessary; and to service, maintain, repair, and replace such other equipment or elements as may be the responsibility of the Executive Board.

C. All repair work contemplated by this Article shall be performed solely through the Executive Board; provided, however, that nothing contained herein shall be construed to prevent the levying of a special assessment and/or charge on one or more Unit Owners for work performed in relation to the easements provided and referred to herein.

D. All such easements shall run with the land and inure to the benefit of and be binding upon the Executive Board, each Unit Owner and each mortgagee, lessee, occupant, or other person having any interest in any Residential Unit or in the Common Elements.

E. Assessments, such as special assessments under Article 6, Section 2, above shall be made by the Executive Board after it determines that one or more Unit Owners are responsible for the problem or problems which necessitated the work performed.

ARTICLE 9--EXECUTIVE BOARD AND VOTING

9.1. GOLDEN ORCHARDS ESTATES CONDOMINIUM UNIT OWNERS'

ASSOCIATION. A Condominium Unit Owners' Association, a non-profit corporation, shall be organized contemporaneously herewith. Membership in the Association shall consist exclusively of all the Residential Unit Owners.

9.2. Powers of the Condominium Unit Owners' Association. The Association hereinabove described shall have all powers as set forth in Section 3302 of the Act.

9.3. Executive Board Members and Officers. The Association shall elect an Executive Board who may act in all instances on behalf of the Association. The names of the first members of the Executive Board are David Loesch--President and Treasurer, Lori Loesch--Secretary, and Charles Loesch--Vice President. The aforesaid first members shall serve until their successors have been elected by the Association pursuant to the By-Laws, Rules, and Regulations and after deeds have been recorded placing title to at least seventy-five (75%) percent of the Units in the names of owners other than the Declarant.

Notwithstanding anything hereinbefore set out, nothing herein shall in any way prevent, delay, hinder or impinge upon the right of the Declarant to construct additional Residential Units on the real estate as set out in the Exhibits attached hereto and/or as shown on the recorded plat plans or to file amendments to this Declaration until such time as the development has been turned over to the Association.

9.4. Voting. Each Unit Owner is automatically a member of the Association and each unit is entitled to one vote. Upon termination of his ownership of a Residential Unit, his membership thereupon automatically terminates and thereupon transfers and inures to the new Residential Unit Owner. Each Residential Unit Owner shall be entitled to the same number of votes (one (1) vote per unit) as are assigned to his Unit hereunder and under any amendments hereto. All meetings of the Unit Owners' Association shall take place in accordance with the By-Laws, Rules, and Regulations.

ARTICLE 10-SEPARATE MORTGAGES, TAXES, UTILITY CHARGES

10.1. Mortgages. Each Residential Unit Owner shall have the right to mortgage or encumber only his own designated Unit together with only his proportionate undivided share in the Common Elements, and he shall have no right, power, or authority to in any way encumber or affect the title to any other part of or interest in the property.

10.2. Taxes. It is understood that real estate taxes are to be separately taxed to each Residential Unit Owner for his Unit and his undivided percentage of ownership in the Common Elements.

10.3. Utilities. Each Residential Unit Owner shall pay for his own telephone, gas, electricity, water, sewer and/or other utilities which are separately metered or billed to each user by the appropriate utility company. Utilities not separately metered or billed may be treated as part of the Common Expenses or in the event the said utility services are supplied to some Units but less than all Units, then the Board may reasonably prorate these charges over the Units using such services, and require such Unit Owner to pay his prorata share of such charges, which shall become a charge or lien against the Unit, enforceable under Article 6, Section 2 above. The decision of the Executive Board to prorate, and its determination of prorated shares and charges, shall be final and binding on all Unit Owners.

ARTICLE 11--INSURANCE

11.1. Identification of the Units. The name by which the Property will be known is Golden Orchards Estates, a Condominium. The name under which the business operation and affairs of the Property and the Unit Owners shall be managed on behalf of the Unit Owners both before and after the Declarant has surrendered control to the Unit Owners shall be the Golden Orchards Estates Condominium Unit Owners' Association, a non-profit corporation.

11.2. Description of Property. The property herewith submitted to the condominium form of ownership under "the Act" is described on the Declaration Plan, and is also legally described as set forth on Exhibit "A" attached hereto. The boundaries of each Unit are as shown on the Plans recorded concurrently herewith. The unit identification numbers, the common areas, and the limited common areas of this condominium are as designated on the Plats and Plans recorded concurrently herewith, made a part hereof and Marked Exhibit "C".

11.3 Description of Units. Each Unit is intended for independent residential use and each of the residential units consists of the following portions of a building:

A. Enclosed Space. The volumes of cubicles of space enclosed by the unfinished interior surfaces of perimeter and interior walls, doors, windows and other such structural elements that ordinarily are regarded as enclosures of space;

B. Interior Walls. All interior dividing walls and partitions (including the space occupied by such walls or partitions accepting load-bearing, interior walls and partitions);

C. Fixtures and Furnishings. The decorated outer surface of the perimeter, floors and ceilings, plaster, wall-to-wall carpeting, fireplaces and flues, if any, tiles and other finishing materials affixed or installed as part of the physical structure of a unit, and all immediately visible fixtures, complete heating and mechanical systems and equipment installed for the sole and exclusive use of each Residential Unit, commencing at the point where the same extends from walls or floors into the interior space from the structural body of the building, or from the utility lines, pipes, or systems serving the unit. No pipes, wires, conduits or other public utility lines or installations constituting a part of the overall systems designed for the service of any particular unit or any of the structural members or portions of any kind, including fixtures and appliances within the unit which are not removable without jeopardizing the soundness, safety or usefulness of the remainder of the building shall be deemed to be a part of any unit.

11.4. Insurance. The Act requires that the Executive Board and the Association obtain and maintain insurance coverage for the Condominium as follows:

A. The Property will be insured for an amount equal to its full insurable replacement cost, with an agreed amount clause or hazard insurance against all risks of physical loss commonly insured against. Such insurance shall cover both the Units and Common Elements, but not improvements and betterments installed by Unit Owners. SUCH IMPROVEMENTS AND BETTERMENTS ARE NOT COVERED BY THIS INSURANCE AND EACH UNIT OWNER SHOULD MAINTAIN SEPARATE INSURANCE FOR SUCH PROPERTY.

The building coverage includes all items attached to the building including cabinets, wall-to-wall carpeting, moldings, etc., down to but excluding the paint. All proceeds of this policy will be payable to the Association. The Executive Board shall obtain an appraisal from a qualified appraiser for the purpose of determining the replacement cost of the building.

B. Comprehensive liability insurance insuring Unit Owners (in their capacity as Unit Owners), members of the Executive Board and any management agent against any liability to the public or to the Unit Owners, their tenants or invitees. The initial limits of liability shall be \$1,000,000.00 for Bodily Injury, death or property damage in any single occurrence. EACH UNIT OWNER SHOULD MAINTAIN HIS OWN LIABILITY INSURANCE FOR HIS OWN UNIT. Certificates of insurance shall be submitted by each condominium unit owner to the Association or to the property manager.

The Association may carry such other policies of insurance it deems appropriate to protect the Association or Unit Owners.

In the event that the building is damaged or destroyed, such damage or destruction shall be repaired by the Association, using the available proceeds of insurance, unless eighty (80%) percent of the Unit Owners vote not to rebuild, as provided in Section 3312(g) of the Act.

ARTICLE 12--MAINTENANCE AND ALTERATIONS

Each Residential Unit Owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs and replacements within his own unit. No alterations of any of the Common Elements, or any additions or improvements thereto, shall be made by any Unit Owner without the prior written approval of the Executive Board.

ARTICLE 13--UNITS SUBJECT TO DECLARATION

13.1 By-Laws, Rules, and Regulations. All present and future Residential Unit Owners, tenants, mortgagees, and occupants of Units shall be subject to and shall comply with the provisions of this Declaration, with those of the By-Laws, Rules, and Regulations, and with the duly promulgated rules and regulations adopted by the Executive Board and with all amendments of the same. Acceptance of a deed of conveyance or the acceptance of inheritance or the entering into of a lease, or the entering into occupancy of a unit, shall constitute an agreement to be so bound, and that the aforementioned instruments are accepted and ratified by each such Unit Owner, tenant, occupant, or mortgagee; and all such provisions of the aforementioned instruments shall be deemed and taken to be covenants running with the land and shall bind every person at any time having any interest or estate in such unit as though all such provisions were set forth in full, in each and every deed, or inheritance, or lease, or any other relevant document.

ARTICLE 14--LIABILITY AND INDEMNIFICATION

14.1. Liability of Members of the Executive Board and Officers. The members of the Executive Board and its officers and any assistant officers:

A. Shall not be liable to the Residential Unit Owners as a result of their activities as such for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or gross negligence;

B. Shall have no personal liability in contract to a Unit Owner or any other person or under any agreement, instrument or transaction entered into by them on behalf of the Executive Board or Unit Owners in their capacity as such;

C. Shall have no personal liability in tort to a Residential Unit Owner or any other person or entity, direct or imputed, by virtue of acts performed by them, except for their own willful misconduct or gross negligence; and

D. Shall have no personal liability arising out of the use, misuse or condition of the property, or which might in any other way be assessed against or imputed to them as a result or by virtue of their capacity as such.

14.2. Indemnification by Residential Unit Owners. The Unit Owners shall indemnify and hold harmless any person, his heirs and personal representatives, from and against any and all personal liability, and all expenses, including counsel fees, incurred or imposed, or arising out of or in settlement of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, instituted by any one or more unit owners or any other persons or entities, to which he shall be threatened to be made a party by reason of the fact that he is or was a member of the Executive Board or an officer or assistant officer, other than to the extent, if any, that such liability or expense shall be attributable to his willful misconduct or gross negligence, PROVIDED, in the case of any settlement that the Executive Board shall have approved the settlement, which approval shall not be unreasonably withheld. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled as a matter of law or agreement or vote of Unit Owners or of the Executive Board or otherwise. The indemnification by the Unit Owners set forth in this Section 2 of Article 14 shall be paid by the Executive Board on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such.

14.3. Liabilities of Individual Residential Unit Owners. The Residential Unit Owners and any lessees or sublessees of a Residential Unit shall be jointly and severally liable for liabilities arising out of their own conduct arising out of ownership, occupancy, use, misuse or condition (except when the result of a condition affecting all or other parts of the property) of that Unit.

14.4. Costs of Suit in Actions Brought by One or More Residential Unit Owners on Behalf of All Residential Unit Owners. If any action is brought by one or more, but less than all Residential Unit Owners, on behalf of all Residential Unit Owners, and recovery is had, the Plaintiff's expenses, including reasonable attorney's fees, shall be a Common Expense, provided that if such action is brought against all Unit Owners or otherwise against all other Unit Owners or against the Executive Board, its officers, assistant officers, employees or agents in their capacities as such, with the result that the ultimate liability asserted would, if proved, be borne by all the Residential Unit Owners, the Plaintiff's expenses, including counsel fees, shall not be charged to or borne by the other Unit Owners, as a Common Expense or otherwise.

14.5. Notice of Suit and Opportunity to Defend. Complaints brought against all Unit Owners or the Executive Board, or the officers, assistant officers, employees or agents thereof, in their respective capacities as such, or the property as a whole, shall be directed to the Executive Board, which shall promptly give written notice thereof to the Residential Unit Owners and the holders of any Permitted Mortgages and shall be defended by the Executive Board, and the Unit Owners and such holders shall have no right to participate other than through the Executive Board in such defense. Complaints against one or more, but less than all the Unit Owners or Residential Units alleging liabilities covered by Section 3 of Article 14 hereof, shall be directed

to such Unit Owners, who shall promptly give written notice thereof to the Executive Board and to the holders of any Permitted Mortgages affecting such units and shall be defended by such owners.

ARTICLE 15--AMENDMENT

This Declaration may be amended, subject to the restrictions of the Act, by the vote of the Residential Unit Owners and the mortgagees of 75% of the common elements after control of the same has been delivered to the Association by the Declarant. Until that time, the Declarant retains and reserves specifically the right to amend these declarations and the plat plans, including the right to convert or add additional real estate to this condominium project. No amendment shall be effective until properly recorded.

ARTICLE 16--POWER OF ATTORNEY AND CONFESSION OF JUDGMENT

IN ORDER TO EXPEDITE THE EXECUTIVE BOARD OR DECLARANT'S COLLECTION OF ANY DELINQUENT ASSESSMENT, EACH UNIT OWNER (BY THE ACCEPTANCE OF THE DEED TO HIS UNIT) SHALL BE DEEMED TO HAVE APPOINTED ANY ONE OR MORE OF THE EXECUTIVE BOARD MEMBERS OR THE DECLARANT TO BE HIS OR HER ATTORNEY-IN-FACT TO CONFESS JUDGMENT AGAINST SUCH RESIDENTIAL UNIT OWNER IN ANY COURT OF COMPETENT JURISDICTION IN PENNSYLVANIA OR ANY OTHER PLACE, FOR SUCH UNPAID ASSESSMENT(S) WHICH APPOINTMENT (BEING FOR SECURITY) SHALL BE IRREVOCABLE; AND FOR SO DOING, A COPY OF THIS ARTICLE AND SAID DEED, BOTH VERIFIED BY AFFIDAVIT, SHALL BE SUFFICIENT WARRANT. THE AUTHORITY GRANTED HEREIN TO CONFESS JUDGMENT SHALL NOT BE EXHAUSTED BY ANY EXERCISE THEREOF BUT SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL THE DECLARATION SHALL BE TERMINATED.

FURTHER, EACH AND EVERY PURCHASER, RESIDENTIAL UNIT OWNER OR OCCUPANT, OR HOLDER OF ANY MORTGAGE OR OTHER LIEN, DOES AUTOMATICALLY AND IRREVOCABLY NAME, CONSTITUTE AND APPOINT AND CONFIRM THE DECLARANT, ITS SUCCESSORS OR ASSIGNS AS ATTORNEYS-IN-FACT FOR ANY OF THE PURPOSES SET OUT HEREIN AND IN ADDITION THERETO, FOR THE PURPOSE OF EXECUTION OF SUCH AMENDED INSTRUMENT OR INSTRUMENTS WHICH IS NECESSARY TO EFFECT THIS DECLARATION OR THE TERMS OF THIS DECLARATION. THIS POWER OF ATTORNEY AFORESAID IS EXPRESSLY DECLARED AND ACKNOWLEDGED TO BE COUPLED WITH AN INTEREST IN THE SUBJECT MATTER HEREOF AND THE SAME SHALL RUN WITH THE TITLE TO ANY AND ALL RESIDENTIAL UNITS AND BE BINDING UPON THE SUCCESSORS AND ASSIGNS OF ANY OF THE FOREGOING PARTIES. FURTHER, SAID POWER OF ATTORNEY SHALL NOT BE AFFECTED BY THE DEATH OR DISABILITY OF ANY OF THE PRINCIPALS, AND IS INTENDED TO DELIVER ALL RIGHT, TITLE AND INTEREST OF THE PRINCIPAL IN AND TO SAID POWER.

ARTICLE 17--REAL ESTATE TAXES

It is understood and agreed that real estate taxes are to be separately assessed and taxed to each Residential Unit Owner for his Unit, and his corresponding percentage interest in the Common Elements, as provided in the Act. In the event that real estate taxes for any year are not separately assessed against each Unit, but rather are assessed against the property as a whole, then each Residential Unit Owner shall pay his proportionate share thereof in accordance with his respective percentage interest in the Common Elements at that time, and in said event, such taxes shall be a common expense. The Executive Board shall have the authority to advance

Association funds in payment of all or a portion of such taxes pending receipt from the respective owners of their proportionate share thereof.

ARTICLE 18--TERMINATION

The property may be removed from the provisions of the Act by a written ratification, duly recorded, and executed by all the Unit Owners, holders of all mortgages, judgments or other liens affecting the units. Once the property has been removed, and if it is not to be sold, the former unit owners shall become tenants in common with respect to the property as provided by the Act.

ARTICLE 19--INTERPRETATION

Matters of dispute or disagreement between Unit Owners or matters which require interpretation of this Declaration or the By-Laws, Rules, and Regulations of the Executive Board, shall be determined by the Executive Board, whose determination shall be binding and final, on all Unit Owners.

ARTICLE 20--SEVERABILITY

If any of the provisions of this Declaration or of the By-Laws, Rules, and Regulations or of the Act are held invalid, the validity of the remaining provisions shall not be affected thereby.

ARTICLE 21--CAPTIONS

The captions herein are inserted only as a matter of convenience and in no way define, limit or describe the scope of the Declaration nor the intention of any provisions hereof.

ARTICLE 22--CONFLICTS

This Declaration is set forth to comply with the requirements of the Act. In the event of any conflict between this Declaration and the provisions of the Act, the Act shall control.

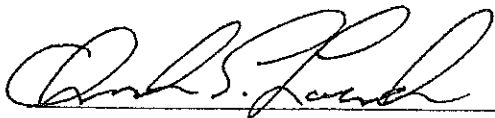
ARTICLE 23--MEMBERSHIP IN ASSOCIATIONS

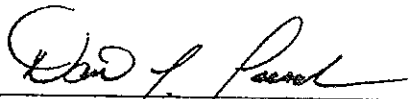
Each Residential Unit Owner shall become a member of GOLDEN ORCHARDS ESTATES CONDOMINIUM UNIT OWNERS' ASSOCIATION, a corporation, if and when formed, being a non-profit corporation. The Executive Board will act as a representative for the GOLDEN ORCHARDS ESTATES CONDOMINIUM UNIT OWNERS' ASSOCIATION.

IN WITNESS WHEREOF, the Declarant has hereunto caused its hand and seal to be executed and affixed hereunto this 24th day of Sept, 2003.

ATTEST:

LOESCH CONSTRUCTION, INC.


Secretary

By: 
David Loesch, President

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF CENTRE)

Before me, the undersigned, personally appeared DAVID L. LOESCH, known to me or satisfactorily proven to be the President of Loesch Construction, Inc. whose name is subscribed to the within Declaration and acknowledged that he executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day
of _____, 2003.

All those certain tracts of land situated in Ferguson Township, Centre County, Pennsylvania, as shown on Preliminary/Final Replot and Subdivision Plan of Tax Parcels 24-4-56A and 24-4-56B, dated May 14, 2001, by Penn Terra Engineering, Inc. as recorded on July 18, 2001, in the Centre County Recorder's Office on Plat Book 63, Page 149, being bounded and described as follows:

Tract #1: Beginning at an iron pin on the western side of SR 26, known as West College Avenue (an 80 foot State Right of Way) at the intersection with Lot #1; thence along the western right of way of SR 26, South 33 degrees 00 minutes 00 seconds East, a distance of 173.69 feet to a pin at the corner of lands now or formerly of Paul Harner et al; thence along the common boundary of Harner, South 56 degrees 46 minutes 26 seconds West, a distance of 150 feet to a pin at the corner of Lot #2; thence along the common boundary with Lot #2, North 33 degrees 00 minutes 00 seconds West, a distance of 174.28 feet to a pin on the line of Lot #1; thence along the common boundary with Lot #1, North 57 degrees 00 minutes 00 seconds East, a distance of 150 feet to the pin, the place of beginning. Containing .60 acres and known as Lot No. 3. Being known as Centre County parcel Identifier Number 24-4/56A.

Tract #2: Beginning at an iron pin at the intersection of Lot 2 and Lot 3 and the lands of Paul Harner et al; thence along the boundary of Harner and the lands herein conveyed, South 56 degrees 46 minutes 26 seconds West, a distance of 761.16 feet to a pin at the intersection of lands now or formerly of Robert and Diane Baldwin and lands now or formerly of James and Carrie Ake; thence along the common boundary with Ake and now or formerly of lands of Terry and Roma Kordes, North 33 degrees 13 minutes 34 seconds West, a distance of 305.62 feet to a pin on the line of lands now formerly of Norman and Dorothy Crater; thence along the common boundary with lands of Crater, the following bearings and distances: North 56 degrees 46 minutes 26 seconds East, a distance of 45 feet; North 33 degrees 13 minutes 34 seconds West, a distance of 141.85 feet to a pin on the southern right of way of Bristol Avenue, a variable Township Right of Way; thence along the southern right of way of Bristol Avenue, the following bearings and distances: North 42 degrees 59 minutes 29 seconds East, a distance of 68.51 feet; thence on a curve to the right with a radius of 393.53 feet and a bearing of North 50 degrees 34 minutes 50 seconds East, a distance of 103.95 feet and a length of 104.25 feet; thence North 58 degrees 10 minutes 11 seconds East, a distance of 116.88 feet; thence South 33 degrees 01 minutes 04 seconds East, a distance of 5 feet; thence North 58 degrees 10 minutes 11 seconds East, a distance of 140.28 feet to a pin at the intersection with Lot #1; thence along the common boundary with Lot #1, the following bearings and distances: South 31 degrees 47 minutes 10 seconds East, a distance of 254.92 feet to a pin; thence North 58 degrees 16 minutes 10 seconds East, a distance of 78.23; thence South 33 degrees 00 minutes 00 seconds East a distance of 31.73 feet;

(Continued on Attached)

thence North 57 degrees 00 minutes 00 seconds East, a distance of 218.22 feet to a pin at the intersection with Lot #3; thence along the common boundary with Lot #3, South 33 degrees 00 minutes 00 seconds East, a distance of 174.28 feet tot a pin the place of beginning. Containing 6.1 acres and known as Lot No. 2. BEING known as Centre County Parcel Identifier Number 24-4/56R.

EXHIBIT "B"

GOLDEN ORCHARDS ESTATES, A CONDOMINIUM

2643 West College Avenue

State College, PA 16801

Unit No.	Bldg. ID	Approx. Gross Square feet	Interest Percentage	Voting Interest
104	1	All units shall	1/58	1
106	1	be approximately	1/58	1
108	2	1973 sq ft,	1/58	1
110	2	dependent upon	1/58	1
112	3	building options	1/58	1
114	3	chosen.	1/58	1
116	4		1/58	1
118	4		1/58	1
120	5		1/58	1
122	5		1/58	1
126	6		1/58	1
128	6		1/58	1
130	7		1/58	1
132	7		1/58	1
134	8		1/58	1
136	8		1/58	1
138	9		1/58	1
140	9		1/58	1
142	10		1/58	1
144	10		1/58	1
146	11		1/58	1
148	11		1/58	1
150	12		1/58	1
152	12		1/58	1
154	13		1/58	1
156	13		1/58	1
158	14		1/58	1

160	14	1/58	1
162	15	1/58	1
164	15	1/58	1
166	16	1/58	1
168	16	1/58	1
167	17	1/58	1
169	17	1/58	1
163	18	1/58	1
165	18	1/58	1
157	19	1/58	1
159	19	1/58	1
155	20	1/58	1
153	20	1/58	1
149	21	1/58	1
147	21	1/58	1
100	22	1/58	1
102	22	1/58	1
104	23	1/58	1
106	23	1/58	1
108	24	1/58	1
110	24	1/58	1
112	25	1/58	1
114	25	1/58	1
117	26	1/58	1
119	26	1/58	1
109	27	1/58	1
111	27	1/58	1
107	28	1/58	1
105	28	1/58	1
101	29	1/58	1
103	29	1/58	1

EXHIBIT "C"

Attach Plat to be recorded here

