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Tonda McClelland, Recorder

DECLARATION OF CONDOMINIUM
FOR
THE LEGENDS AT GROVE CITY CONDOMINIUM

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DECLARATION OF CONDOMINIUM

for

The LEGENDS AT GROVE CITY CONDOMINIUM

ARTICLE I

SUBMISSION: DEFINED TERMS

Section 1.1. Declarant, Property, County, Name. The Legends at Grove City, L.L.C., a limited liability corporation (the "Declarant") owner in fee simple of the Real Estate described in Exhibit "A" attached hereto, located in the Township of Pine and Township of Liberty, Mercer County, Pennsylvania, hereby submits the Real Estate, including all easements, rights and appurtenances thereunto belonging and the buildings and improvements erected or to be erected thereon (collectively, the "Property") to the provisions of the Pennsylvania Uniform Condominium Act, 68 PA. C.S.A. §3101 et seq. (the "Act"), and hereby creates with respect to the Property a condominium, to be known as the "LEGENDS AT GROVE CITY CONDOMINIUM" (the "Condominium").

Section 1.2. Easements and Licenses. Attached hereto as Exhibit "B" is a list of the recorded easements and licenses affecting the Real Estate hereby submitted to the Act.

Section 1.3. Defined Terms.

1.3.1. Terms Defined in the Act. Capitalized terms not otherwise defined herein or in the Plats and Plans shall have the meanings specified or used in the Act.

1.3.2. Terms Defined Herein. The following terms are used or defined in general terms in the Act and shall have specific meanings herein as follows:

- a. "Additional Real Estate" means the real estate which may be added to the Condominium as described on Exhibit "C" attached hereto, to be developed in phases and added to the Condominium.
- b. "Association" means the Unit Owners Association of the Condominium and shall be known as the "The Villas at Grove City Condominium Association." Declarant reserves the right to create one or more Unit Owners Associations to correspond with separate phases of the Condominium.
- c. "Building" means any building included in the Property.

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- d. "Condominium" means the Condominium described in Section 1.1 above. "Condominium Documents" means the Public Offering Statement and all Exhibits and attachments thereto, The Declaration, By-Laws and Rules and Regulations.
- e. "Declarant" means the Declarant described in Section 1.1 above and all successors to any Special Declarant Rights.
- f. "Declaration" means this Document, as the same may be amended from time to time.
- g. "Executive Board" means the Executive Board of the Association.
- h. "Limited Common Elements" means the Common Elements described in Sections 3202 (2) and 3202 (4) of the Act, including the driveways and patios located adjacent to a Unit as shown on the Plats and Plans. Driveways and patios servicing single-family units are not Limited Common Elements.
- i. "Limited Expenses" means the Common Expenses described as such in Section 3314(c) of the Act as modified by Section 2.4 of this Declaration.
- j. "Plats and Plans" means the Plats and Plans being recorded contemporaneously herewith in the office of Recorder of Deeds of Mercer County, Pennsylvania, as the same may be amended from time to time, which are hereby incorporated herein as Exhibit "D."
- k. "Property" means the Property described in Section 1.1 above, together with any Additional Real Estate as may be added to the Condominium. If all the Additional Real Estate is added to the Condominium, the Property shall be as described on Exhibit "E" attached hereto.
- l. "Unit" means a Unit as described herein and in the Plats and Plans.

1.3.3. Non-statutory Terms. The following terms when used herein shall have the meanings set forth below:

- a. "General Common Expenses" means Common Expenses excluding Limited Expenses.
- b. "Percentage Interest" means the undivided ownership interest in the Common Elements appurtenant to each Unit as set forth in Exhibit "F" attached, as the same may be amended from time to time.

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- c. "Permitted Mortgage" means any mortgage to the seller of a Unit and a first mortgage to (I) the Declarant; (II) a bank, trust company, savings bank, savings and loan association, mortgage service institutional investor or lender; and (III) any other mortgagee approved by the Executive Board. A holder of a Permitted Mortgage is referred to herein as a "Permitted Mortgagee."

ARTICLE II

**ALLOCATION OF PERCENTAGE INTERESTS, VOTES AND COMMON EXPENSE
LIABILITIES; UNIT IDENTIFICATION AND BOUNDARIES;
MAINTENANCE RESPONSIBILITIES**

Section 2.1. Plats and Plans. The location and dimensions of the Buildings and other improvements comprising the property and the location of the Units, Common Elements and Limited Common Elements of the Condominium are shown on the Plats and Plans.

Section 2.2. Percentage Interests. Each Unit shall be entitled to one (1) vote. The Percentage Interest shall be calculated in the following manner: one hundred (100%) percent divided by the number of Units sold by the Declarant to third parties. The Percentage Interest shall determine the number of votes in the Association and the share of Common Expense Liability appurtenant to each Unit. The Percentage Interest in the Common Elements will be reduced pro-rata as additional Units are added to the Condominium through the exercise of Declarant's right to expand the Condominium as set forth in Article XII so that the total Percentage Interest of all Units will always be one hundred (100%) percent. This will be accomplished by the recording of an Amendment to this Declaration setting forth the new Percentage Interest appurtenant to each Unit.

Section 2.3. Unit Boundaries. The title lines or boundaries of each Unit situated as shown on the Plats and Plans and described as follows:

1. Multi-Unit Buildings:

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

- (1) Upper Boundary: The Unit side surface of the plywood sheathing of the roof of the Building.
- (2) Lower Boundary: The bottom surface of the concrete basement or garage floor slab.

b. Vertical Boundaries: The vertical boundaries of the Unit shall be the vertical planes, extended to intersections with each other and with the upper and lower

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boundaries, of the Unit-side surface of the exterior walls of the Building, and the center line of the party walls which separate the Unit from other Units.

c. Each Unit shall also consist of:

- (1) the finished or decorating surfaces, including paint, lacquer, varnish, wallpaper, paneling, tile, carpeting and any other material applied to wall, floor or ceiling areas; all doors and windows in interior and perimeter walls, including patio doors;
- (2) all built-in and installed fixtures and equipment located within a Unit for the exclusive use of the Unit, commencing at the point of connection with the structural part of the Building and with utility pipes, lines of systems, serving the Building, including furnaces, water heaters, ductwork and piping serving only one Unit, and air conditioning or similar units located outside the Unit but serving only one Unit; and
- (3) all spaces, interior partitions and other fixtures and improvements within the title lines described above. Each Unit shall include the items within the title lines described in Section 3202 of the Act which are appurtenant to the Unit.

2. Single-Family Units:

- a. The horizontal and vertical boundaries of the single-family units shall correspond with the exterior of the unit, as constructed, in the same manner as with any free-standing single-family dwelling house. The driveway and patio adjacent to and servicing any single-family unit shall be part of the single-family unit.

Section 2.4. Maintenance Responsibilities. Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary descriptions, the Units and Common Elements shall be maintained and repaired by each Unit Owner and by the Association in accordance with the provisions of Section 3307 of the Act, except as expressly set forth to the contrary herein. All Common Expenses associated with the maintenance of a Limited Common Element shall be assessed as Limited Expenses against the Units to which such Limited Common Element was assigned at the time the expense was incurred in the same proportions as the respective Percentage Interests of all such Units. Ordinary maintenance and repair of patio Limited Common Elements shall be the responsibility of the Owner of the Unit to which such Limited Common Element is appurtenant. Structural repairs or replacements of all general and limited Common Elements on multi-unit buildings, including but not limited to the roofs, exterior walls, patios, driveways, and landscaping areas shall be the responsibility of the Association, the costs to be charged as General Common Expenses. Owners of single-family units shall be responsible for maintenance of the exterior of

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their units, including but not limited to roofing, siding, windows, doors, patios and driveways. In addition, the Association may provide for Association maintenance of Unit components where such items involve matters of concern related to the general health, safety and welfare of the occupants of the Building in which the Unit is located and may promulgate guidelines governing the division of maintenance and repair responsibilities between the Unit Owners and the Association. Snow removal on all driveways shall be the responsibility of the Association. Owners of Single Family Units in the Condominium may install all shrubbery and plantings within ten (10) feet of the outside walls of their Units.

Section 2.5. Relocation of Unit Boundaries. Relocation of boundaries between Units, subdivision or conversion of Units is not permitted.

ARTICLE III

LIMITED COMMON ELEMENTS

Portions of the Common Elements which are marked on the Plats and Plans as "Limited Common Elements," including driveways and patios, or as so defined in this Declaration or the Act, are for the exclusive use of the Unit which they serve.

ARTICLE IV

EASEMENTS

Section 4.1. Additional Easements. In addition to and in supplementation of the easements provided for by Sections 3216, 3217, 3218 of the Act, the following easements are hereby created:

- a. **Declarant's Use for Sales Purposes.** Declarant shall have the right without charge for the use thereof to use and maintain sales offices, management offices and models throughout the Property. Declarant reserves the right to place models, management offices and sales offices on any portion of the Common Elements in such manner, of such size and in such locations as Declarant deems appropriate or to use any Unit for such purposes. Declarant may from time to time relocate models, management offices and sales offices to different locations within the Common Elements. Declarant further reserves the right to use the Community Building or any part thereof as a sales office without charge. Upon the relocation of a model, management office or sales office constituting a Common Element, Declarant may remove all personal property and fixtures therefrom within a reasonable time. Any fixtures not so removed shall be deemed Common Elements, and any personal property not so removed shall be deemed the property of the Association.

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

- c. Declarant's Easement to Correct Drainage. Declarant reserves an easement on, over and under those portions of the Common Elements not located within a Building for the purpose of maintaining and correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created by this Section 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.

- d. Signs. Declarant shall have the right to maintain on the property such advertising signs as Declarant in its sole discretion may deem appropriate, provided that such signs comply with applicable governmental requirements. Declarant may from time to time relocate such advertising signs.

- e. Construction Easement. Until the expiration of seven (7) years after the date hereof, the Declarant shall have an easement through the Units and the Common Elements for access or any other purposes necessary to complete any renovations or work to be performed by the Declarant.

- f. Site Conditions and Other Circumstances. Notwithstanding anything to the contrary, including but not limited to Section 4.1.a above, the Declarant shall have the right to create new, modify originally contemplated, or

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otherwise relocate easements due to or rendered appropriate by site conditions, force majeure events or requirements imposed by or reasonably likely to be imposed governmental or quasi-governmental entities, law, regulation or judicial or administrative determination.

g. Reciprocal Rights. Declarant shall have the right as grantor to grant easements affecting the Real Estate on such terms as the Declarant may reasonably determine for purposes of furthering the development, use, and beneficial enjoyment of such future projects that Declarant or its affiliated entities may construct on nearby or adjoining land. Conversely, Declarant shall have the right as grantee to agree to and accept such easements on nearby or adjoining land on terms as Declarant may reasonably determine for purposes of furthering the development, use and beneficial enjoyment of the Real Estate of the Condominium and such further projects that Declarant or its affiliated entities may construct on nearby or adjoining land.

Section 4.2. Declarant's Easement for Development of Additional Real Estate

4.2.1. 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 the Additional Real Estate. 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 office and the erection and maintenance of directional and promotional signs.

4.2.2. Declarant's right to maintain models and offices on the Common Elements under this Section and Section 4.1 is subject to the limitation that Declarant may not maintain on the Common Elements more than four (4) models or offices. Any such model or office may not be larger than the largest Unit. Such models or offices maintained by Declarant pursuant to this Section may be located in any Unit or in the Community Building or on any portion of the Common Elements not located in a Building which contains Units, and may be relocated and removed by the Declarant at Declarant's sole discretion.

4.2.3. The easement created by this Section shall terminate upon the annexation of all of the Additional Real Estate to the condominium; however, Declarant shall have the easements and rights for construction and marketing activities with respect to the Condominium as are otherwise provided in the Act and this Declaration.

Section 4.3. Easement for Access to Underdeveloped Additional Real Estate. Declarant hereby reserves an easement over those portions of the Common Elements containing the streets or other rights of way for vehicular and pedestrian ingress and egress, in the event that the

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Additional Real Estate is not developed as a part of the Condominium and access thereto is required over the streets of the Condominium. The right to use this easement shall extend to Declarant, its successors and assigns, all tenants and other occupants of the Buildings erected on such Additional Real Estate and any other person claiming title through the Declarant. Declarant also hereby grants to the Unit Owners of the Condominium an easement over any streets on the Additional Real Estate for vehicular and pedestrian ingress and egress to the Condominium in the event such streets are not part of the Condominium. In the event that either easement is utilized, the cost of maintenance of the streets leading to the areas of the Additional Real Estate encompassed by the easement shall be paid by the Declarant (or its successors in interest) and the Condominium Association in proportion to the actual utilization of such street. Declarant shall not be responsible for the cost of maintenance and repair of any streets which do not serve portions of the Additional Real Estate over which an easement is reserved under this Paragraph, nor shall it be responsible for any contribution to the maintenance of the Condominium as a whole as a result of the reservation of this easement.

Section 4.4. Easement for Use of Amenities for Undeveloped Additional Real Estate.

Declarant hereby reserves an easement for the use of the clubhouse, tennis court and pool constructed as part of the Condominium, in the event that the Additional Real Estate is not developed as part of the Condominium. The right to use the clubhouse, tennis court and pool in common with the Unit Owners in the Condominium shall extend to the Declarant, its successors and assigns, all tenants and occupants of any Building erected on the Additional Real Estate and by any other person claiming title to any portion of the Additional Real Estate through the Declarant. In the event that this easement is utilized, the cost of maintenance of the clubhouse, tennis court and pool shall be shared on a pro-rata basis by the Declarant (or its successor in interest to the Additional Real Estate) and the Condominium Association in proportion to the actual utilization of these amenities.

ARTICLE V

AMENDMENT OF DECLARATION

Section 5.1. Amendment Procedure. This Declaration may be amended only in accordance with the procedures specified in Section 3219 of the Act, the other Sections of the Act referred to in Section 3219 thereof, and the express provisions of this Declaration.

Section 5.2. Rights of Permitted Mortgagees. Subject to the limitations imposed by Section 3221 of the Act and except as set forth below, no amendment of this Declaration may be made without the prior written approval of all Permitted Mortgagees if and to the extent that such approval is required by the Act or if and to the extent that such amendment would have the effect of (1) terminating or abandoning the Condominium (except for termination or abandonment as a result of taking of all the Units by eminent domain); (2) abandoning, encumbering, selling or transferring the Common Elements; (3) partitioning or subdividing any Unit or the Common Elements; or (4) changing the Percentage Interests of any Unit Owners. Such approval shall not

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be required with respect to any Amendment pursuant to ARTICLES VI, VII, VIII, XII, or XIII below. The granting of easement for public utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed to be a transfer within the meaning of this Section.

Section 5.3. Other Amendments. If any amendment is necessary in the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provision of this Declaration or the Plats and Plans which is defective or inconsistent with any other provision hereof or appearing or failing to appear in the Plats and Plans which is incorrect, defective or similarly inconsistent, or if such amendment is necessary to conform to the then current requirements of the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with respect to the Condominium projects, the Executive Board may, at any time and from time to time effect such amendment without the approval of the Unit Owners or Permitted Mortgagees, upon receipt by the Executive Board of an opinion from an independent registered architect or licensed professional engineer in the case of any such amendment to the Plats and Plans. Each such amendment shall be effective upon the recording of any appropriate instrument setting forth the amendment and its due adoption, execution and acknowledgment by one or more officers of the Executive Board.

ARTICLE VI

USE RESTRICTIONS

Section 6.1. Use and Occupancy of Units and Common Elements. The occupancy and use of the Units and Common Elements shall be subject to the following restrictions:

- a. All Units, or any two or more adjoining Units used together, shall be used only as a residence for a single family (or housekeeping Unit) or such other uses permitted by this Declaration. With the prior consent of the Executive Board, portions of the Common Elements may be used for any lawful commercial purposes, not inconsistent with all applicable laws, codes or ordinances. No Unit Owner shall permit his Unit to be used or occupied for any prohibited purpose.
- b. Except as set forth in subparagraph "a" above, no industry, business, trade, occupation or profession of any kind shall be conducted, maintained, or permitted on any part of the Property. Except for a single, small, non-illuminated name sign on the door of a Unit, no signs advertising or other displays shall be maintained or permitted on any part of the Property except at such location and in such form as shall be determined by the Executive Board. The right is reserved by the Declarant or its agent or agents to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units, and on any part of the Common Elements, and the right is hereby given to any Permitted Mortgagee.

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who may become the Owner of any Unit, to place such signs on any Unit owned by such Permitted Mortgagee.

- c. There shall be no obstruction or alteration of the Common Elements nor shall anything be stored in or on the Common Elements without the prior consent of the Executive Board except as herein expressly provided.
- d. 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 increase. 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 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 the Common Elements.
- e. No person shall create a nuisance on the Property or engage in any use or practice which interferes with the peaceful possession or proper use of any of the Units or of the Common Elements.
- f. No Unit Owner, or Occupant shall (1) build any structure on the Common Elements (including Limited Common Elements) or make any installation which extends beyond the physical limits of Unit Owner's or Occupant's Unit into the Common Elements; (2) paint or otherwise alter the structure, form or appearance of the exterior portion of any wall, window, door or other portion of the Property which is visible from outside of such Unit; or (3) place any sign, notice, advertisement or the like on any part of the Property which is visible from outside of such Unit.
- g. No Unit Owner shall do any work or any other act which would jeopardize the soundness or safety of the Property or any part thereof, or impair any easement or hereditaments without the unanimous consent of the Unit Owners affected thereby.
- h. No animals of any kind may be raised, bred or kept in the Condominium except as specifically authorized by the Rules and Regulations adopted from time to time by the Executive Board. All pets must be kept leashed when outside the Unit. No pets may be left outside the Unit unattended in a kennel run or in any other fashion.
- i. There shall be no outside storage upon any Limited or General Common Element of any automobile, truck, tractor, mobile home, camper, boat,

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motorcycle, recreational vehicle, or other transportation device of any kind and gardening or construction equipment (collectively, "Vehicle"), unless approved by the Board in the Rules and Regulations hereinafter adopted. No Unit Owners or tenants of Unit Owners shall repair or restore any Vehicle of any kind upon any Limited or General Common Element except for normal washing and cleaning of or emergency repairs to such Vehicle. Such repairs to the Vehicle must be truly emergency in nature, in which case there shall be prompt attention to the Vehicle by competent Vehicle repair persons, no fluids may be changed or discharged, and such repairs shall be effected as expeditiously as possible, but certainly within six (6) hours of the commencement of the repair, but in no event shall repairs continue past 8:00 p.m., and in all other circumstances the Vehicle must be removed from the Real Estate for repair to occur elsewhere. In addition, the Board shall have the right to adopt further detailed Rules and Regulations concerning parking and the operation of vehicles on the Property.

- j. No motorbikes, go-carts, mow mobiles or similar motor-powered vehicles shall be operated on any portion of the common areas with the exception that golf carts are permitted. State licensed motorcycles for street use are permitted.

Section 6.2. Additions, Alterations or Improvements to Units. No Unit Owner shall make or permit any addition, alteration or improvement to his Unit which could or might affect the structural integrity of the Building. No Unit Owner shall make or permit any other structural change, addition, alteration or improvement in or to his Unit without the prior written consent of the Executive Board, which shall not be unreasonably withheld, and, if such change so consented to would result in rendering inaccurate the description of that Unit on the Plats and Plans, it shall not be undertaken until the Plats and Plans have been duly amended at the cost and expense of such Unit Owner. Requests for such consent shall be accompanied by detailed plans and specification showing the proposed addition, alteration or improvement, and shall name the contractors and subcontractors to be employed. The Executive Board shall act upon requests within thirty (30) days after receipt thereof, and shall be deemed to have acted favorably in cases where no response is made within that period. Application to any governmental authority for necessary permits shall be made only by the Executive Board as agent for and at the expense of the Unit Owner, without incurring any liability to such authority or to any contractor, subcontractor or materialman or to any person having any claim for injury to person or damage to property from such work.

Section 6.3. Rules and Regulations. 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

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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.

SECTION VII

MORTGAGES

Section 7.1. Permitted Mortgages. A Unit Owner other than the Declarant or the Executive Board may not voluntarily encumber or subject his, her or its Unit to any lien other than the lien of a Permitted Mortgage. Whether or not they expressly so state, all such Permitted Mortgages and the obligations secured thereby shall be deemed to provide, generally, that the Permitted 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 shall be deemed to provide specifically, but without limitation that the Permitted Mortgagee shall have the right (a) to participate in the adjustment of losses with insurers or in the decision as to whether or not or how to repair or restore damage to or destruction to the Property, or (b) to accelerate the mortgage debt or to have any other remedies by virtue of waste or alleged waste or other conditions occurring anywhere on the Property other than within the affected Unit, and the obligation secured shall be prepayable, without penalty, upon the happening of any termination of the Condominium or determination not to restore or replace the affected Unit. No Unit Owner shall deliver any Permitted Mortgage, or any obligation to be secured thereby, unless it has first notified the Executive Board of the name and address of the proposed Permitted Mortgagee. Upon receipt of notice of a Permitted Mortgage, the Secretary of the Executive Board shall instruct the insurer of the Property to add the name of the Permitted Mortgagee to the mortgagee loss payable provision of the hazard insurance policy covering the Property and to provide such Permitted Mortgagee's name has been so added. The Secretary shall maintain a register of such Permitted Mortgages, showing the names and addresses of the Permitted Mortgagees and the amount secured thereby.

Section 7.2. Rights of Permitted Mortgagees. Upon the specific written request of a holder of a mortgage on a Unit or its servicer to the Executive Board, the mortgagee shall be entitled to receive some or all of the following as designated in the request:

- a. copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Executive Board to the Owner of the Unit covered by the mortgage;
- b. any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Unit Owners;
- c. copies of notices of meetings of the Unit Owners and the right to designate a representative to attend such meetings;

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- d. notice of the decision of the Unit Owners to make any material amendment to this Declaration;
- e. notice of substantial damage to or destruction of any Unit (the repair of which would cost in excess of \$1,000.00) or any part of the Common Elements (the repair of which would cost in excess of \$10,000.00);
- f. notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Property;
- g. notice of any default by the Owner of the Unit which is subject to the mortgage, where such default is not cured by the Unit Owner within thirty (30) days after the giving of notice of the Association to the Unit Owner of the existence of the default;
- h. the right to examine the books and records of the Executive Board at any reasonable time; or
- i. notice of any decision by the Executive Board to terminate professional management and assume self-management of the Property.

The request of a mortgagee or its servicer shall specify which of the above items it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Executive Board. The Executive Board need not inquire into the validity of any request made by a mortgagee hereunder.

Failure to comply with the requirements set forth above shall in no way invalidate otherwise proper actions of the Association and the Executive Board.

ARTICLE VIII

LEASING

A Unit Owner may lease or sublease his Unit (but not less than his entire Unit) any time and from time to time provided that: (1) no Unit may be leased or subleased for transient or hotel purposes or for an initial term of less than twelve (12) months; (2) no Unit may be leased or subleased without a written lease or sublease on a form approved by the Executive Board; (3) a copy of such lease or sublease shall be furnished to the Executive Board within ten (10) days after execution thereof; and (4) a breach of the Declaration, By-laws or Rules and Regulations of the Condominium shall constitute a default under the lease or sublease and the lessee or sublessee shall be bound by and subject to the Declaration, By-laws and Rules and Regulations of the Condominium.

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ARTICLE IX

BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT

Section 9.1. Monthly Payments. All Common Expense assessments made in order to meet the requirements of the Association's annual budget 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. Special assessments and fines shall be due and payable in one or more monthly payments, in advance, on the first day of each month, as determined by the Executive Board. At the time of settlement under and Agreement of Sale of any Unit, the Purchaser (i.e., new Unit Owner) shall pay an initial assessment equal to one (1) months regular assessment as a capital contribution in addition to the regular monthly assessment or any special assessment.

Section 9.2. Subordination of Certain Charges. Any fees, charges, late charges, fines, interest or any assessment or supplemental assessment, and including any lien arising from the same, which may be levied by the Executive Board pursuant to Sections 3302(a) (10), (11), and (12) of the Act, shall be subordinate to the lien of a Permitted Mortgage on a Unit.

Section 9.3. Surplus. The Budget of the Association shall segregate Limited Common Expenses from General Common Expenses. Any amounts accumulated from assessments and income from the operation of the Common Elements in excess of the amount required for actual expenses and reserves for future expenses shall be credited to each Unit Owner in accordance with their Percentage Interests, said credits to be applied to the next monthly assessments of General or Limited Common Expenses due from said Unit Owners under the current fiscal year's budget, and thereafter, until exhausted.

Section 9.4. Limitation on Expenditures. There shall be no structural alterations, capital additions to, or capital improvements on the Common Elements (other than for purposes of repairing, replacing and restoring portions of the Common Elements) requiring an expenditure in excess of ten (10%) percent of the total budget of the Association for that fiscal year without the prior approval of a majority of the Unit Owners entitled to vote.

Section 9.5. Reserve. Each annual budget for Common Expenses may 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 such reserve for any specific replacement or contingency upon such conditions as the Executive Board deems appropriate.

Section 9.6. Accounting. Within one hundred twenty (120) days after the end of the fiscal year of the Association, the Executive Board shall supply to all Unit Owners an itemized accounting of the Common Expenses for the preceding fiscal year actually incurred and paid

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together with a tabulation of the amounts collected pursuant to the annual budget or assessments and leases and sales of property owned or managed by the Executive Board on behalf of the Association, and showing the net excess or deficit of income over expenditures plus reserves.

Section 9.7. Interest and Charges. All sums assessed by the Executive Board against any Unit Owner shall bear interest thereon at the rate of fifteen (15%) percent per annum or such other rate as may be determined by the Executive Board from the tenth (10th) day following default in payment of any assessment when due. Any delinquent Owner shall also be obligated to pay a one time late charge not to exceed ten (10%) percent and (1) all expenses of the Executive Board, including reasonable attorney's fees, incurred in the collection of the delinquent assessment by legal proceedings or otherwise, and (2) any amounts paid by the Executive Board for taxes or on account of superior liens or otherwise to protect its lien, which expenses and amounts, together with accrued interest, shall be deemed to constitute part of the delinquent assessment and shall be collectible as such, subject to Section 9.2 above.

ARTICLE X

DECLARANT'S RIGHTS

Section 10.1. Control. Election of the members of the Executive Board shall be subject to the following conditions:

- a. Until the sixtieth (60) day after conveyance of twenty-five (25%) percent of the Units to Unit Owners other than Declarant, Declarant shall have the right to appoint and remove any and all officers and members of the Executive Board. Declarant may not unilaterally remove any members of the Executive Board elected by Unit Owners other than Declarant.
- b. Not later than sixty (60) days after conveyance of twenty-five (25%) percent of the Units to Unit Owners other than Declarant, not less than twenty-five (25%) percent of the members of the Executive Board shall be elected by Unit Owners other than Declarant.
- c. Not later than sixty (60) days after conveyance of fifty (50%) percent of the Units to Unit Owners other than Declarant, not less than thirty-three and one-third (33 1/3%) percent of the members of the Executive Board shall be elected by Unit Owners other than Declarant.
- d. Not later than the earlier of (1) seven (7) years after the date of the recording of this Declaration, or (2) one hundred eighty (180) days after seventy-five (75%) percent of the Units which may be constructed on the Property have been conveyed to Unit Owners other than Declarant, all members of the Executive Board appointed by Declarant shall resign, and the Unit Owners

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(including Declarant to the extent of Units owned by Declarant) shall elect a new Executive Board.

Section 10.2. Declarant Owned Units. Declarant will not be required to pay monthly maintenance fees for any Unit which it owns and occupies as a model or sales office. Any contributions made by the Declarant to cover shortfalls in the Association's maintenance budget in excess of Ten Thousand (\$10,000.00) Dollars shall be reimbursed to the Declarant by the Association.

Section 10.3. Repayment of Loan to Declarant. It is recognized that, from time to time, the Declarant may wish to advance funds to or on behalf of the Association which are necessary or desirable for expenditures of the Association at the outset of the Project and prior to a sufficient number of Units being sold to provide sufficient revenue for such expenditures (estimated not to exceed \$10,000.00). The funds advanced by the Declarant to or on behalf of the Association in excess of Ten Thousand (\$10,000.00) Dollars shall constitute a loan, the outstanding balance of which shall bear interest at the rate of seven (7%) percent per annum, from the date such funds are advanced until such funds are repaid to the Declarant in full (the "Loan"). The Declarant is entitled to recover such funds loaned to the Association, at the Declarant's election, upon: (i) sufficient Units being sold which provides sufficient revenue to repay the Loan, in full or in part upon a monthly installment basis; or (ii) no later than sixty (60) days after all Units are sold.

Section 10.4. Changes or Modification to Project. Nothing in this Declaration shall prohibit or restrict the Declarant from installing improvements which contribute to the overall enhancement of the Real Estate or the Project constituting the Condominium, even if the same shall result in a substitution of improvements which would otherwise be called for under this Declaration or under any other document pertaining to this the Real Estate, the Property or the Condominium.

ARTICLE XI

LIMITATION OF LIABILITY

Section 11.1 Limited Liability of the Executive Board. The Executive Board, and its members in their capacity as members, officers and employees:

- a. shall not be liable for the failure of any service to be obtained by the Executive Board and paid for by the Association, or for injury or damage to persons or property caused by the Elements or by another Unit Owner or person on the Property, (or resulting from electricity, gas, water, rain, dust or sand which may leak or flow from the outside or from any part of the Building, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place unless in each such instance such injury or damage has been caused by the

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ENR No. 1 100 From 576

willful misconduct or gross negligence of the Association or the Executive Board;

- b. shall not be liable to the Unit Owners as a result of the performance of the Executive Board members' duties for any mistake of judgment, negligence or otherwise, except for the Executive Board members' own willful misconduct or gross negligence;
- c. shall have no personal liability in contract to a Unit Owner or any other person or entity under any agreement, check, contract, deed, lease, mortgage, instrument or transaction entered into by them on behalf of the Executive Board or the Association in the performance of the Executive Board members' duties;
- d. shall not be liable to a Unit Owner, or such Unit Owner's tenants, employees, agents, customers or guests, for loss or damage caused by theft of or damage to personal property left by such Unit Owner or his tenants, employees, agents, customers or guests in a Unit, or in or on the Common Elements or Limited Common Elements, except for the Executive Board members' own willful misconduct or gross negligence;
- e. shall have no personal liability in tort to a Unit Owner or any other person or entity, direct or imputed, by virtue of acts performed by or for them, except for the Executive Board members' own willful misconduct or gross negligence in the performance of this duties; and
- f. shall have no personal liability arising out of the use, misuse or condition of any Building, or which might in any other way be assessed against or imputed to the Executive Board members' own willful misconduct or gross negligence.

Section 11.2. Indemnification. Each member of the Executive Board, in his or her capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities including attorneys' fees, reasonably incurred by or imposed upon him or her in connection with any proceedings in which he or she may become involved by reason of his or her being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he or she is an Executive Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged guilty of willful misconduct or gross negligence in the performance of his or her duties; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he or she is then an Executive Board member) approves such settlement and reimbursement as being in the best interests of the Association; and provided further that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if

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such Executive Board member and/or officer had no reasonable cause to believe his or her conduct was unlawful. The indemnification by the Unit Owners set forth in this Section shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

Section 11.3. Defense of Claims. Complaints brought against the Association, the Executive Board or the officers, employees or agents thereof in their respective capacities as such, or the Condominium as a whole, shall be directed to the Executive Board of the Association, which shall promptly give written notice thereof to the Unit Owners and the holders of any mortgages on Units, and such complaints shall be defended by the Association. The Unit Owners and the holders of mortgages on Units shall have no right to participate in such defense other than through the Association.

Section 11.4. Insurance. The Executive Board shall obtain insurance to satisfy the indemnification obligation of the Association and all Unit Owners set forth above, if and to the extent reasonably available.

ARTICLE XII

OPTION TO EXPAND THE CONDOMINIUM

Section 12.1. Reservation. Declarant hereby explicitly reserves an option until the seventh (7th) anniversary of the recording of this Declaration to add Additional Real Estate to the Condominium from time to time in compliance with Section 3211 of the Act, without the consent of any Unit Owner or permitted mortgagee. This option may be terminated prior to such anniversary only by the filing by Declarant of an amendment to this Declaration. Declarant expressly reserves the right at different times, in any order, without limitation and without any requirement that any other real estate be added, converted or withdrawn; provided, however, that the Additional Real Estate shall not exceed the area described as such on Exhibit "C" hereto. There are no other limitations on this option to add Additional Real Estate to the Condominium.

Section 12.2. Common Element Interest. The Common Element Interest appurtenant to each Unit will be reduced pro-rata upon the creation of additional Units as set forth in Paragraph 2.2. The relative voting strength in the Association and share of common expense liability will be reduced accordingly.

Section 12.3. Assurances. Declarant makes no assurances as to the location of Buildings or other improvements on the Additional Real Estate. At such time as the

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Condominium is expanded, the maximum number of Units on the Additional Real Estate will not exceed that permitted and approved by the appropriate municipality in accordance with applicable law. Any Buildings to be constructed on the Additional Real Estate and Units therein shall be compatible in quality, size, material and architectural style with the Buildings and Units on the Property. Declarant expressly reserves the right to designate Common Elements in the Additional Real Estate which may be assigned subsequently as Limited Common Elements. Declarant makes no assurances as to type, size, maximum number of such Common Elements or Limited Common Elements or proportion of Limited Common Elements to Units. The reallocation of Percentage Interests in the Additional Real Estate and the Property shall be computed as provided in Section 2.2 herein. All restrictions in this Declaration affecting use, occupancy and alienation of Units shall apply to Units created in the Additional Real Estate. In the event that Declarant shall not add, or adds and then subsequently withdraws, any portion of the Additional Real Estate, Declarant shall nevertheless have the right to construct all or any portion of the Building on the Real Estate described in Exhibit "C" and operate the same without restriction, except as set forth above.

ARTICLE XIII

OPTION TO WITHDRAW REAL ESTATE

Section 13.1. Withdrawal. Declarant hereby explicitly reserves an option, until the seventh (7th) anniversary of the recording of this Declaration to withdraw. Withdrawable Real Estate from the Condominium from time to time in compliance with Section 3212 of the Act, without the consent of any Unit Owner or holder of a mortgage on any Unit. This option to withdraw may be terminated prior to the anniversary only upon the filing of an amendment to this Declaration by the Declarant. Declarant expressly reserves the right to withdraw any or all portions of the Withdrawable Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be withdrawn, added or converted, except as set forth in Section 3212 of the Act.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be duly executed on this 21 day of July, 2004.

WITNESS:

[Signature]
(CORPORATE SEAL)

LEGENDS OF GROVE CITY, L.L.C.

By: [Signature]

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EXHIBIT "A"

No: 2004-013033
LJ0000-0000002 22 of 25 pages
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ALL that certain parcel of land situate partially in Pine Township and partially in Liberty Township, Mercer County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on the centerline of Center Church Road, a 33' right-of-way, said point being the southwest corner of property now or formerly the Grove City Country Club; thence by said property now or formerly Grove City Country Club the following three (3) courses and distances: first, South 88° 03' 00" East, for a distance of 769.25 feet to a point; second, South 01° 38' 00" West, for a distance of 567.60 feet to a point; third, South 88° 03' 00" East, for a distance of 1034.39 feet to a point on the line of property now or formerly C. Brain; thence by said property now or formerly C. Brain and by property now or formerly of D. Kellogg, South 01° 38' 00" West, for a distance of 1628.71 feet to a point on the centerline of Schmidt Road, a 33' right-of-way, thence by said centerline of Schmidt Road, by the arc of a circle deflecting to the right in a westerly direction having a radius of 54,175.00 feet, for an arc distance of 1577.83 feet, having also a chord bearing of North 87° 55' 34" West for a distance of 1577.78 feet, to a point at the intersection of said Schmidt Road and above-mentioned Center Church Road; thence by said centerline of Center Church Road the following three (3) courses and distances; first, North 01° 33' 00" East, for a distance of 1457.86 feet to a point; second by the arc of a circle deflecting to the left in a northwesterly direction having a radius of 1200.00 feet, for an arc distance of 537.91 feet, having also a chord bearing of North 11° 17' 30" West for a distance of 533.42 feet, to a point; third, North 24° 08' 00" West, for a distance of 240.27 feet to a point at the place of beginning. Containing 67.535 acres (2,941,819.86 sq. feet) more or less.

Included in the above described 67.535 acre parcel and included in this conveyance any land acquired by Harold E. Conner and Ruth A. Conner from the Grove City Country Club, a Non-Profit Corporation, by virtue of that certain Boundary Line Agreement dated June 22, 1995 and recorded June 30, 1995 in 1995 D.R. 07928, specifically including a parcel approximately 120.5 feet by 567.6 feet in size.

EXCEPTING AND RESERVING the following parcel of land currently owned by Edward M. Palmer and Karen L. Palmer, Husband and Wife, by virtue of deed recorded in 1986 D.R. 11975.

BEGINNING at a post in the centerline of a public road known as Township Road 804, which point is North 01° 00' East, 1390.00 feet along said centerline from the intersection with the centerline of Township Road 341; thence by the land hereby conveyed, South 88° 03' East 165.00 feet to a steel pin; thence by the same North 01° 00' East 264.00 feet to a point; thence by the same North 88° 03' West 185.45 feet to a point in the centerline of Township Road 804; thence South along the centerline of said road the following courses and distances; South 07° 49' 55" East 86.34 feet; South 02° 09' 03" East 113.07 feet; South 0° 09' 16" West 66.13 feet to a point, the place of beginning.

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400000-0000002 23 of 25 pages
XEN Reel 500 Frame 503

EXHIBIT "B"

1. Right of way from Harold E. Conner and Ruth M. Conner to Blacktown Telephone Company recorded on February 7, 1975 in 1975 D.R. 445.
2. Oil and gas lease from Harold E. Conner and Ruth M. Conner to Cabot Oil and Gas Corp., dated September 28, 1987 and recorded on December 8, 1987 in 1987 D.R. 12902 covering the subject 72 acre parcel for an initial term of 5 years and as long thereafter as oil and gas is produced in paying quantities from the premises or from lands pooled therewith or the premises are used for gas storage purposes or minimum royalties are paid in accordance with the lease terms. By Assignment dated February 19, 1992, and recorded on March 23, 1992, in 1992 D.R. 3777, this lease was assigned to Atlas Resources, Inc.
3. Right of way from Harold E. Conner and Ruth M. Conner to Mercer Gas Gathering, Inc., a memorandum of which is dated May 22, 1995 and recorded on June 19, 1995 in 1995 D.R. 7284.
4. Boundary Line Agreement between Harold E. Conner and Ruth M. Conner and Grove City Country Club, dated June 22, 1995 and recorded June 30, 1995 in 1995 D.R. 7928.
5. Subject to the terms of an Agricultural Security Area Agreement dated August 19, 1998 and recorded August 19, 1998 in 1998 D.R. 15232

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No: 2004-013033

KJPPPP-00000002 24 of 25 pages
JEN No: 500 Frame 504

EXHIBIT "C"

BEGINNING at a post in the centerline of a public road known as Township Road 804, which point is North 01° 00' East, 1390.00 feet along said centerline from the intersection with the centerline of Township Road 341; thence by the land hereby conveyed, South 88° 03' East 165.00 feet to a steel pin; thence by the same North 01° 00' East 264.00 feet to a point; thence by the same North 88° 03' West 185.45 feet to a point in the centerline of Township Road 804; thence South along the centerline of said road the following courses and distances; South 07° 49' 55" East 86.34 feet; South 02° 09' 03" East 113.07 feet; South 0° 09' 16" West 66.13 feet to a point, the place of beginning.

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No: 2004-013033

PLAT 0000-00000002 25 of 25 pages
ZEN Roll 500 Frame 500

EXHIBIT "E"

ALL that certain parcel of land situate partially in Pine Township and partially in Liberty Township, Mercer County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on the centerline of Center Church Road, a 33' right-of-way, said point being the southwest corner of property now or formerly the Grove City Country Club; thence by said property now or formerly Grove City Country Club the following three (3) courses and distances: first, South 88° 03' 00" East, for a distance of 769.25 feet to a point; second, South 01° 38' 00" West, for a distance of 567.60 feet to a point; third, South 88° 03' 00" East, for a distance of 1034.39 feet to a point on the line of property now or formerly C. Brain; thence by said property now or formerly C. Brain and by property now or formerly of D. Kellogg, South 01° 38' 00" West, for a distance of 1628.71 feet to a point on the centerline of Schmidt Road, a 33' right-of-way, thence by said centerline of Schmidt Road, by the arc of a circle deflecting to the right in a westerly direction having a radius of 54,175.00 feet, for an arc distance of 1577.83 feet, having also a chord bearing of North 87° 55' 34" West for a distance of 1577.78 feet, to a point at the intersection of said Schmidt Road and above-mentioned Center Church Road; thence by said centerline of Center Church Road the following three (3) courses and distances; first, North 01° 33' 00" East, for a distance of 1457.86 feet to a point; second by the arc of a circle deflecting to the left in a northwesterly direction having a radius of 1200.00 feet, for an arc distance of 537.91 feet, having also a chord bearing of North 11° 17' 30" West for a distance of 533.42 feet, to a point; third, North 24° 08' 00" West, for a distance of 240.27 feet to a point at the place of beginning. Containing 67.535 acres (2,941,819.86 sq. feet) more or less.

Included in the above described 67.535 acre parcel and included in this conveyance any land acquired by Harold E. Conner and Ruth A. Conner from the Grove City Country Club, a Non-Profit Corporation, by virtue of that certain Boundary Line Agreement dated June 22, 1995 and recorded June 30, 1995 in 1995 D.R. 07928, specifically including a parcel approximately 120.5 feet by 567.6 feet in size.

No: 2005-001521

Sarver County, PA
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99999-00094267 1 of 10 pages
JEN Reel 508 Frame 1787
Shonda McClelland, Recorder

**FIRST AMENDMENT TO THE
DECLARATION OF CONDOMINIUM
for
THE LEGENDS AT GROVE CITY CONDOMINIUM**

This Amendment made as of January 25, 2005 by **THE LEGENDS AT GROVE CITY, L.L.C.** (hereinafter referred to as "Declarant"), a limited liability corporation.

WHEREAS, Declarant desires to amend the Declaration of Condominium to provide that streets within the Condominium will be a part of the Common Elements of the Condominium and that the Condominium Association shall be responsible for the maintenance, repair and replacement of said streets; and

WHEREAS, Declarant acknowledges that it has entered into a Street Maintenance Agreement with Liberty Township and Pine Township contemporaneously with the execution of this First Amendment to the Declaration of Condominium, which specifically sets forth the obligations of the parties with regard to the streets within the Condominium in greater detail.

NOW THEREFORE, Declarant hereby amends the Declaration of Condominium as follows:

1. Section 1.3.2(h) entitled "Limited Common Elements" and defining the Limited Common Elements is hereby amended and expanded to include the streets within the Condominium as part of the Common Elements.
2. Section 2.4 entitled "Maintenance Responsibilities" is hereby amended and expanded to clearly provide that all responsibility for the maintenance, repair and replacement of the streets within the Condominium shall be the obligation of the Condominium Association.

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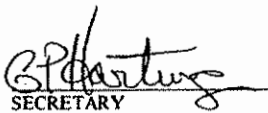
No: 2005-001521

40000-0004207 2 of 10 pages
XEN Reel 530 Frame 1708

- 3. Declarant specifically acknowledges that it has executed the Street Maintenance Agreement with Pine Township and Liberty Township which provides that any Purchaser of a Condominium Unit from Declarant shall be bound by the terms of the Street Maintenance Agreement, and that said Agreement may not be amended or modified without the consent of all parties to the Agreement.
- 4. Attached hereto and made a part hereof are the Plats and Plans referred to in the original Declaration of Condominium as Exhibit "D" as modified to indicate the specific unit numbers of the individual condominiums together with elevations and floor plan of the units proposed to be built.
- 5. Except as modified, amended, revised and expanded herein, Declarant hereby restates, republishes and reaffirms the original Declaration of Condominium (as Amended).

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

ATTEST:


SECRETARY

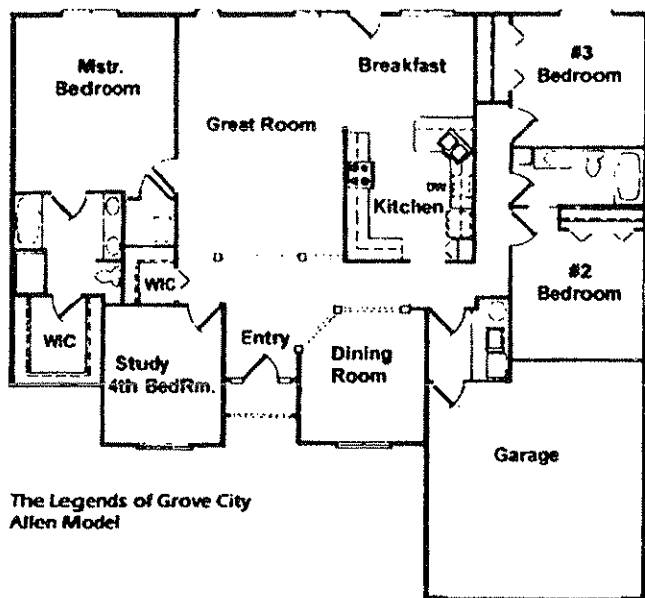
THE LEGENDS AT GROVE
CITY, L.L.C.

By: 
Thomas M. Hosack, President
S.R. Apartments, Inc., Member

(CORPORATE SEAL)

No: 2005-001521

409990-0004207 4 of 18 pages
EN Arch 530 Frame 1710



The Legends of Grove City
Allen Model

Great Room	15 x 22	Master Bedroom	14 x 16
Kitchen	11 x 14	Bedroom #2	12 x 12
Breakfast Room	11 x 18	Bedroom#3	12 x 12
Dining Room	12 x 12	Garage	22 x 20
Study / 4th Bedroom	11 x 12	2,124 sq ft of living space	

This information is deemed reliable but is not guaranteed.

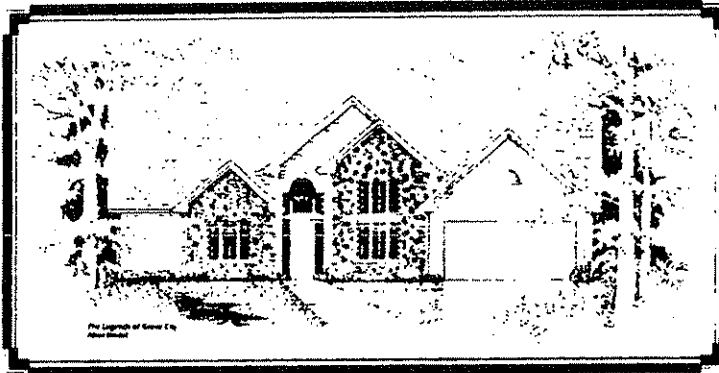
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40000-00004287 8 of 18 pages
XEN Reel 630 Frame 1711



Legends

Presents
The Men



- Quality Built Home By Thomas Construction
- One Floor Living
- 4 Bedrooms or 3 Bedroom with Den
- Large Two Story Dining Room
- Luxurious Master Bath With Tub and Separate Shower
- High Efficiency Gas Furnace with Air Conditioning
- Rear Patio
- Paved Drive and Sidewalks

This information is deemed reliable but is not guaranteed.

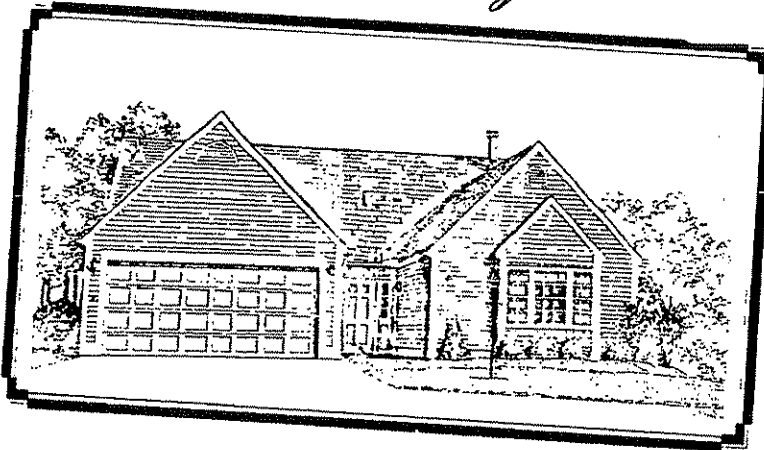


Legends

Presents

The Cambridge

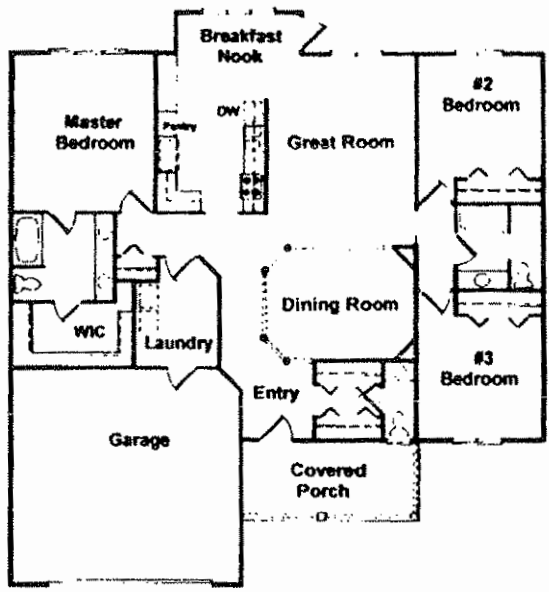
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Approved: 06/02/07
Rev 001 530 P. 1 of 16 pages



- Quality Built Home by Thomas Construction
- One Floor Living
- 3 Bedroom and 2 Baths
- High Efficiency Gas Furnace with Air Conditioning
- Covered Entry
- Paved Drive

This information is deemed reliable but is not guaranteed.

No: 2005-001521
Sheet-0004597 8 of 18 pages
EN No.1 528 P.1mm 1/16



Floor Plan

The Legends of Grove City
Brookhaven Model

Great Room	14 x 18	Master Bedroom	15 x 13
Kitchen	11 x 12	Bedroom #2	12 x 12
Breakfast Room	08 x 12	Bedroom#3	12 x 12
Dining Room	14 x 11	Garage	22 x 21
1,885 sq ft of living space			

This information is deemed reliable but is not guaranteed.



Legends

Presents

The Breckhaven



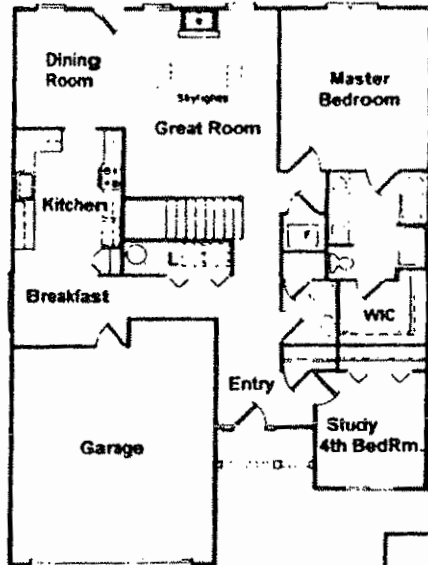
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44444-44444 8 of 16 pages
See Book 1 228 P. 1718

- Quality Built Home by Thomas Construction
- One Floor Living
- Covered Porch
- 3 Bedroom / 2 1/2 Bath
- Luxurious Master Bath
- High Efficiency Gas Furnace with Air Conditioning
- Lots of Closet Space
- Rear Patio
- Paved Drive

This information is deemed reliable but is not guaranteed.

No: 2005-001521

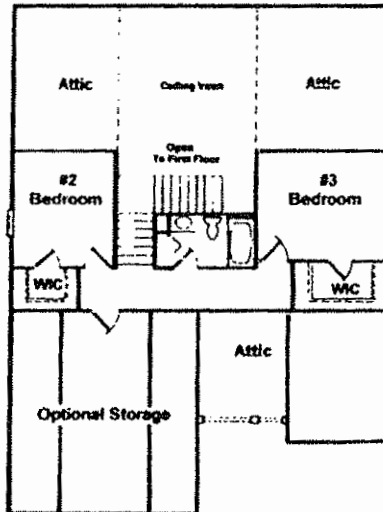
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EN Noel 538 Frame 1718



Kitchen	11 x 13
Breakfast Room	11 x 08
Great Room	18 x 15
Master Bedroom	14 x 15
Study / 4th Bedroom	12 x 11

FIRST FLOOR

Bedroom #2	12 x 12
Bedroom #3	12 x 14
Optional Room	12 x 12
2,150 sq ft of living space	



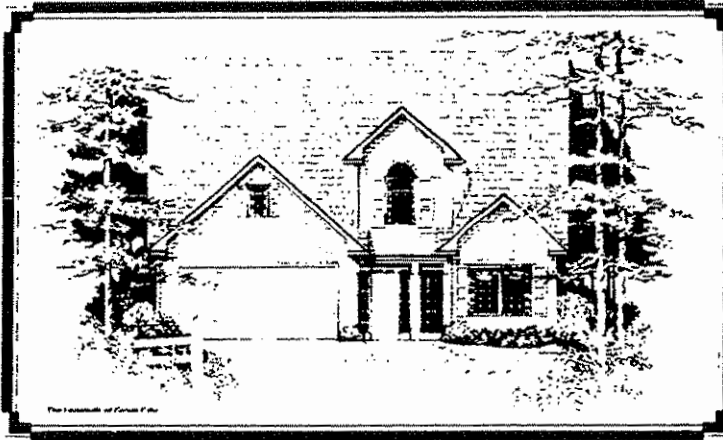
SECOND FLOOR

This information is deemed reliable but is not guaranteed.



Legends

Presents
The Dawson



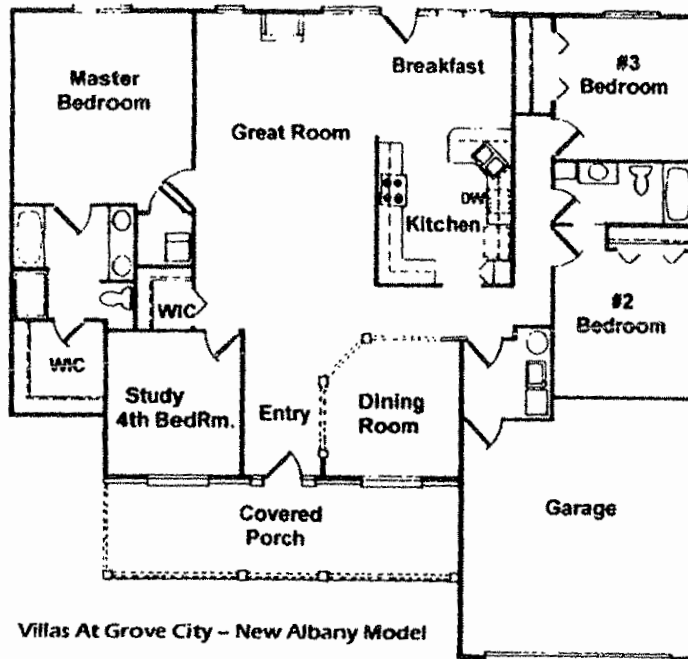
- Quality Built Home by Thomas Construction
- First Floor Master Bedroom
- Vaulted Great Room with Sky Lites
- 4 Bedroom or 3 Bedroom with Den
2 1/2 Bath
- Walk-In-Closets in Three Bedrooms
- Luxurious Master Bath
- Covered Entry
- Optional Bonus Storage Available

No: 2005-001521
Approved under the
AM Rules 2007 and 1717
11 of 10 pages

This information is deemed reliable but is not guaranteed

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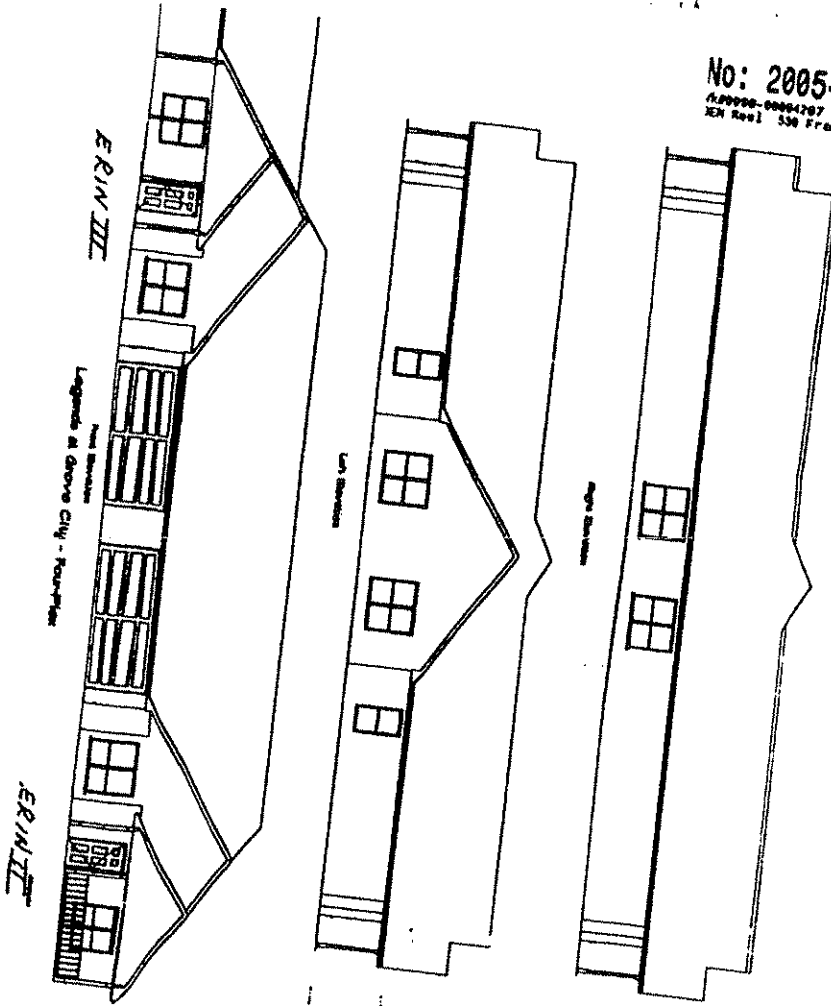


Villas At Grove City - New Albany Model

Great Room	15 x 22	Master Bedroom	14 x 16
Kitchen	11 x 14	Bedroom #2	12 x 12
Breakfast Room	11 x 18	Bedroom #3	12 x 12
Dining Room	12 x 12	Garage	22 x 20
Study / 4th Bedroom	11 x 12	2,134 sq ft of living space	

This information is deemed reliable but is not guaranteed.

No: 2005-001521
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ZEN Rev1 530 Frame 1720



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REV Pool 530 Frame 1721

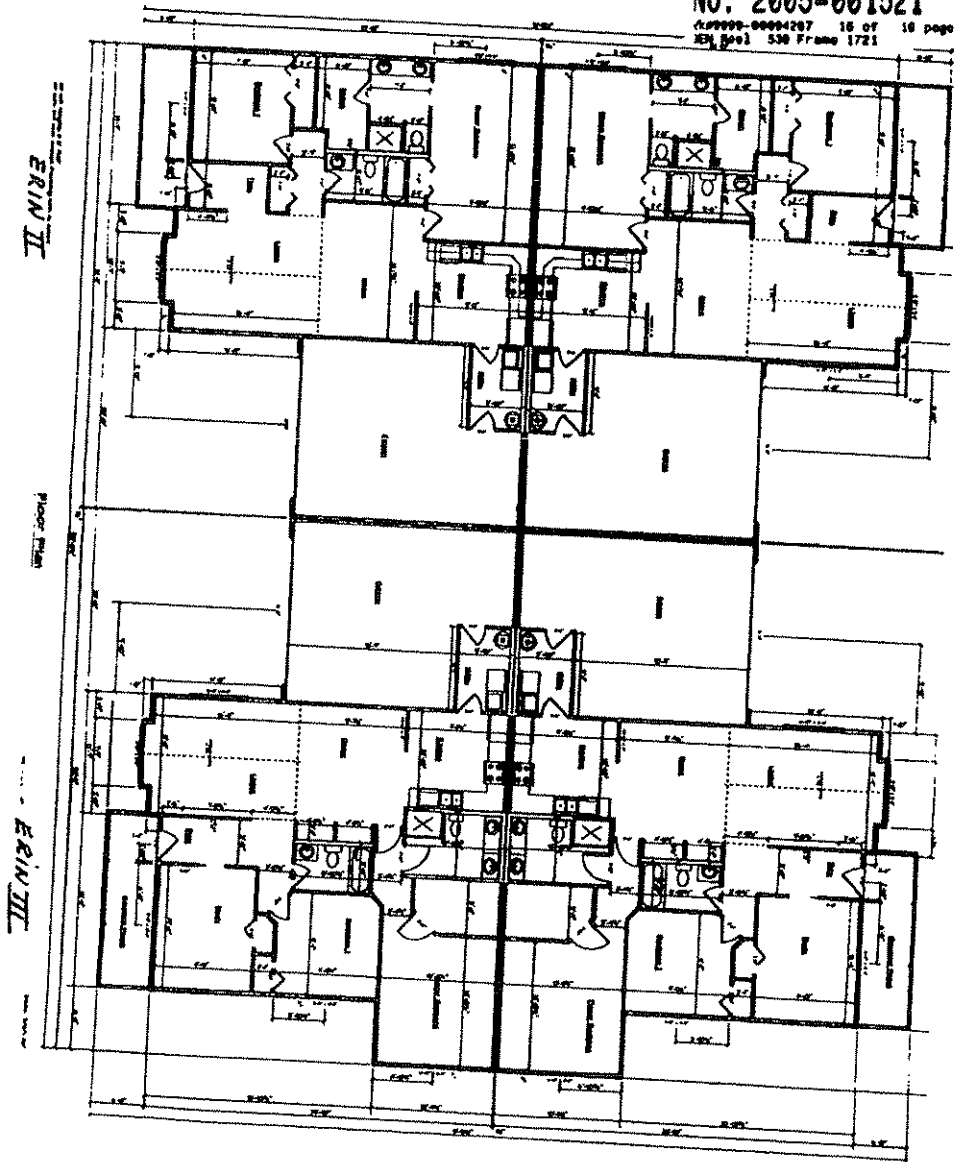


Exhibit
SUBDIVISION

No: 2005-001521 - 29
400000-00004207 16 of 16 pages
ZEN Rev. 530 Form 1722

SUBDIVISION TITLE

COPIES OF SUBDIVISION PLAN FOR ¹THE LEGENDS OF GROVE

CITY / ²THE VILLAS OF GROVE CITY PLAN WAS TOO LARGE TO FILM

HEREWITH. YOU MAY FIND IT IN THE MAP DRAWER LOCATED AT

2005-1521-29.

DISTRICT

LIBERTY & PINE TOWNSHIPS

YEAR

2004

THIS SUBDIVISION CAN BE FOUND IN THE
PLAN DRAWER AT

2005-1521-29



Inst **2007-00013137**

SECOND AMENDMENT TO THE DECLARATION OF CONDOMINIUM
AND SECOND SUPPLEMENTAL PUBLIC OFFERING STATEMENT
FOR LEGENDS AT GROVE CITY CONDOMINIUM

*Pine Township
Liberty Township*

This Amendment made as of March 15, 2006 by THE LEGENDS AT GROVE CITY, L.L.C. (hereinafter referred to as "Declarant"), a limited liability corporation.

WHEREAS, Declarant desires to amend the Declaration of Condominium to change the Unit Boundary Definitions for single family units, and

WHEREAS, Declarant desires to amend the definition of Limited Common Elements for single family units to exclude driveways and patios thereof, and

WHEREAS, Declarant wishes to amend the proposed Agreement of Sale, and

WHEREAS, Declarant wishes to withdraw a portion of the real estate which contains neither any units nor any structures upon which there is a common unit, pursuant to an agreement with the Grove City Country Club.

NOW THEREFORE, in accordance with 68 PA C.S.A. § 3219(a) and within consent of all existing unit owners and with consent of existing unit owners in accordance with the act; (see attached)

NOW THEREFORE, Declarant hereby amends the Declaration of Condominium and Public Offering Statement as follows:

1. The Agreement of Sale to be signed by Purchasers prior to closing has been amended from the prior Agreement of Sale and is attached hereto as Exhibit 6-A.

2. The Declaration of Condominium is amended as to Section 2.3 (Unit Boundaries) as follows:

Section 2.3. Unit Boundaries (Multi-Family Units). The title lines or boundaries of each Unit situated as shown on the Plats and Plans and described as follows:

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

(1) Upper Boundary: The Unit side surface of the plywood sheathing of the roof of the Building.

(2) Lower Boundary: The bottom surface of the concrete basement or garage floor slab.

b. Vertical Boundaries: The vertical boundaries of the Unit shall be the vertical planes, extended to intersections with each other and with the upper and lower boundaries, of the Unit side surface of the exterior walls of the Building, and the center line of the party walls which separate the Unit from other Units.



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Reel 635 Frame 84

Inst 2007-00013137

c. Each Unit shall also consist of:

(1) the finished or decorating surfaces, including paint, lacquer, varnish, wallpaper, paneling, tile, carpeting and any other material applied to wall, floor or ceiling areas; all doors and windows in interior and perimeter walls, including patio doors;

(2) all built-in and installed fixtures and equipment located within a Unit for the exclusive use of the Unit, commencing at the point of connection with the structural part of the Building and with utility pipes, lines of systems, serving the Building, including furnaces, water heaters, ductwork and piping serving only one Unit, and air conditioning or similar units located outside the Unit but serving only one Unit; and

(3) all spaces, interior partitions and other fixtures and improvements within the title lines described above. Each Unit shall include the items within the title lines described in Section 3202 of the Act which are appurtenant to the Unit.

Section 2.3(A) Unit Boundaries (Single-Family Units). The title lines or boundaries of each Unit situated as shown on the Plats and Plans and described as follows:

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

(1) Upper Boundary: The outer surface of the shingles of the roof of the Building.

(2) Lower Boundary: The bottom surface of the concrete basement or garage floor slab.

b. Vertical Boundaries: The vertical boundaries of the Unit shall be the vertical planes, extended to intersections with each other and with the upper and lower boundaries, of the exterior walls of the Building.

c. Each Unit shall also consist of:

(1) the finished or decorating surfaces, including paint, lacquer, varnish, wallpaper, paneling, tile, carpeting and any other material applied to wall, floor or ceiling areas; all doors and windows in interior and perimeter walls, including patio doors;

(2) all built-in and installed fixtures and equipment located within a Unit for the exclusive use of the Unit, commencing at the point of connection with the structural part of the Building and with utility pipes, lines of systems, serving the Building, including furnaces, water heaters, ductwork and piping serving only one Unit, and air conditioning or similar units located outside the Unit but serving only one Unit; and



Image ID: 00000249108 Type: GEN
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(3) all spaces, interior partitions and other fixtures and improvements within the title lines described above. Each Unit shall include the items within the title lines described in Section 3202 of the Act which are appurtenant to the Unit.

3. The Declaration of Condominium is amended as to Section 1.3.2 (Terms Defined herein) as follows:

1,3,2(h). "Limited Common Elements" means the Common Elements described in Sections 3202(2) and 3202(4) of the Act, including the driveways and patios of multi-family villa units only, which are located adjacent to each other as shown on the Plats and Plans.

The Driveways and Patios of Single Family Units are not common areas or limited common areas, but are a part of the single family Unit itself.

4. In accordance with Article XIII (option to withdraw Real Estate) and Section 3212(a) of the Condominium Act, Declarant hereby withdraws that portion of land described in the attached survey as Exhibit A, pursuant to an Agreement with the Grove City Country Club to construct an additional teeing ground for Hole No. 16. Said parcel is located at the Northwest corner of Declarant's property, a Common Area that contains no proposed units nor the construction of any common facilities. Accordingly, no common elements need to be re-allocated and common expense liabilities are unaffected since pursuant to the Agreement with Grove City Country Club, the Grove City Country Club has agreed to bear all maintenance expenses in connection with the property withdrawn.

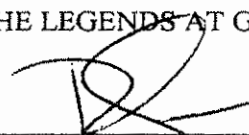
IN WITNESS WHEREOF, Declarant has caused this Amendment to be duly executed the day and year first above written.

ATTEST:



SECRETARY

THE LEGENDS AT GROVE CITY, L.L.C

By 

Thomas M. Hoesack, President
S.R. Apartments, Inc., Member

(Corporate Seal)

Image ID: 00000249109 Type: GEN
Page 4 of 20
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Inst 2007-00013137

Exhibit 6A

Legends at Grove City Condominium
Agreement of Sale

17.(c) (new) At closing, Purchaser shall be required to secure an insurance policy covering the unit purchased for casualty loss and for homeowner's liability. For single-family homes, the purchaser must obtain a homeowner's policy for total loss in an amount equal to or greater than the purchase price, and shall keep said policy in force so long as purchaser owns the unit. For villas or multi-family units, the purchaser must obtain a Renter's Condo Policy HO-6 covering casualty loss on the unit in an amount equal to or greater than the purchase price, and shall keep said policy in force so long as purchaser owns the unit.

Each owner shall be required to provide proof of said insurance coverage to the Association when requested to do so. If owner fails to secure or maintain the insurance coverage set forth in this article, the Association shall have the right to purchase the required coverage and to charge the premium to the property owner's account.

Purchaser may wish to obtain insurance coverage from the same carrier as the Association uses for common and limited common areas so as to avoid coverage disputes between different carriers, although purchaser is not required to do so. Purchaser may obtain this information from the Association.

30. (add to 30.) BY SIGNING BELOW, PURCHASER ACKNOWLEDGES RECEIPT OF THE LEGENDS OF GROVE CITY CONDOMINIUM PUBLIC OFFERING STATEMENT AND ALL ADDENDUMS THERETO.



Image ID: 00000249110 Type: GEN
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Inst 2007-00013137

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
) ss.
COUNTY OF MERCER)

ON THIS, the *7th* day of *April* 2006, before me, the undersigned officer, personally appeared Thomas M. Hosack, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed same for the purposes therein contained.

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

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Brenda L. Brown, Notary Public
Mercer Boro, Mercer County
My Commission Expires Dec. 27, 2008
Member, Pennsylvania Association of Notaries

Brenda L Brown (SEAL)
NOTARY PUBLIC
MY COMMISSION EXPIRES *12-27-08*





Image ID: 00000249111 Type: GEN
Page 6 of 20

Reel 635 Frame 88

Inst 2007-00013137

**LEGENDS at GROVE CITY
10521 PERRY HIGHWAY
WEXFORD, PA. 15090**

March 7, 2006

Re: Legends Condo Docs. & Names & Addresses

THANK YOU, Dick Hartung

Pauline May
206 East Pine St.
Grove City, Pa. 16127
(211 Jones Court- later in 06)

John Montgomery
Montego Bay Circle
Bermuda Dunes, Ca, 92203
(205 Jones court- May 06)

James F. Denger
217 Jones Court
Grove City, Pa. 16127
(approx. March 17, 06)

Thomas Winston
Robert Farmer
10205 Collins Ave. P.H. #6
Bal Harbor, Fla. 33154
(149 Golf Club Lane-later in 06)



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Page 7 of 20

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Inst 2007-00013137

Legends Names & Addresses P. 2 of 2

William Neely
209 Jones Court
Grove City, Pa. 16127

Raymond Yourd
213 Jones Court
Grove City, Pa. 16127

Pinelands
Phil Gasiewicz
155 East Pine St.
Grove City, Pa. 15127
(203 Jones court- Tenant)

Charles Montgomery
151 Golf Club Lane
Grove City, Pa. 16127

Mary Baxter
319 Nicklaus Court
Grove City, Pa. 116127

Robert Mc Feely
10009 Parkland Drive
Wexford, Pa. 15090
(155 Golf Club Lane-March 06)

John O' Patchen
1440-15 Carrie Way
Grove City, Pa. 16127
(152 Golf club Lane- April 06)

Thomas Construction Co.
561 North Liberty Road
Grove City, Pa. 16127
(416 Stewart Lane-"Quad")

Randy Filer
132 Golf Club Lane
Grove City, Pa. 16127
(approx. March 18, 06)



Image ID: 000000249113 Type: GEN
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Reel 635 Frame 90

Inst **2007-00013137**

CONSENT

We have reviewed and agree to the Second Amendment to the Declaration of Condominium and Second Supplemental Public Offering Statement dated March 15, 2006.

Dated: 04-26-06

Signature: Mary Baxter
Mary Baxter

Printed Name: MARY BAXTER

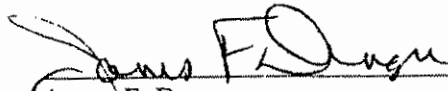
Address: 319 Nicklaus Court
Grove City, PA 16127

Image ID: 00000249114 Type: GEN
Page 9 of 20
Reel 635 Frame 91
Inst 2007-00013137

CONSENT

We have reviewed and agree to the Second Amendment to the Declaration of Condominium and Second Supplemental Public Offering Statement dated March 15, 2006.

Dated: 4/29/06

Signature: 
James F. Denger

Printed Name: JAMES F. DENER

Shelly A. Denger
4/29/06

Address: 217 Jones Court
Grove City, PA 16127

Shelly a denger



Image ID: 00000249115 Type: GEN
Page 10 of 20

Reel 635 Frame 92

Inst 2007-00013137

CONSENT

We have reviewed and agree to the Second Amendment to the Declaration of Condominium and Second Supplemental Public Offering Statement dated March 15, 2006.

Dated: April 28, 2006

Signature: Randy Filer Nancy Filer
Randy Filer Nancy Filer

Printed Name: Randy Filer Nancy Filer

Address: 132 Golf Club Lane
Grove City, PA 16127

Image ID: 00000249116 Type: GEN
Page 11 of 20
Reel 635 Frame 93
Inst **2007-00013137**

CONSENT

We have reviewed and agree to the Second Amendment to the Declaration of Condominium and Second Supplemental Public Offering Statement dated March 15, 2006.

Dated: 4/30/06

Signature: *Pauline May*
Pauline May

Printed Name: Pauline May

Address: 206 East Pine Street
Grove City, PA 16127



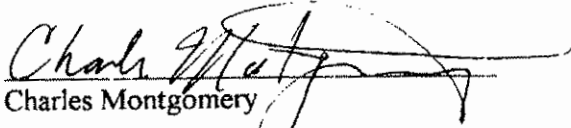
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Page 12 of 20
Reel 635 Frame 94

Inst **2007-00013137**

CONSENT

We have reviewed and agree to the Second Amendment to the Declaration of Condominium and Second Supplemental Public Offering Statement dated March 15, 2006.

Dated: 4/30/06

Signature: 
Charles Montgomery

Printed Name: CHARLES MONTGOMERY

Address: 151 Golf Club Lane
Grove City, PA 16127



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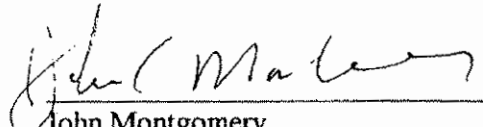
Reel 635 Frame 95

Inst **2007-00013137**

CONSENT

We have reviewed and agree to the Second Amendment to the Declaration of Condominium and Second Supplemental Public Offering Statement dated March 15, 2006.

Dated: May 9, 2006

Signature: 
John Montgomery

Printed Name: DEBRA B. MONTGOMERY
DEBRA MONTGOMERY

Address: Montego Bay Circle
Bermuda Dunes, CA 92203



Image ID: 00000249119 Type: GEN
Page 14 of 20

Reel 635 Frame 96

Inst: 2007-00013137

CONSENT

We have reviewed and agree to the Second Amendment to the Declaration of Condominium and Second Supplemental Public Offering Statement dated March 15, 2006.

Dated: April 29, 2006

Signature: John B. O'Patchen Janet M. O'Patchen
John O'Patchen JANET M. O'PATCHEN

Printed Name: JOHN B. O'PATCHEN JANET M. O'PATCHEN

Address: ~~1440-15 Carrie Way~~ 152 GOLF CLUB LANE
Grove City, PA 16127



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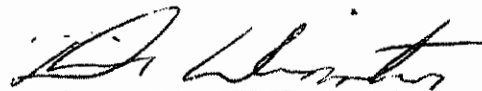
Page 15 of 20

Reel 635 Frame 97

Inst 2007-00013137

CONSENT

We have reviewed and agree to the Second Amendment to the Declaration of Condominium and Second Supplemental Public Offering Statement dated March 15, 2006.

Dated: 5-2-2006 Signature: 
Thomas Winston
Printed Name: Thomas Winston
Address: 10205 Collins Avenue, PH #6
Bal Harbor, FL 33154

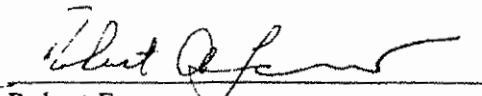
Dated: 5/2/06 Signature: 
Robert Farmer
Printed Name: Robert Farmer
Address: 10205 Collins Avenue, PH #6
Bal Harbor, FL 33154



Image ID: 00000249121 Type: GEN
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Reel 635 Frame 98

Inst 2007-00013137

CONSENT

We have reviewed and agree to the Second Amendment to the Declaration of Condominium and Second Supplemental Public Offering Statement dated March 15, 2006.

Dated: May - 5 - 06

Signature: Raymond Yourd
Raymond Yourd

Printed Name: Verna Yourd
VERNA YOURD

Address: 213 Jones Court
Grove City, PA 16127



Image ID: 00000249122 Type: GEN
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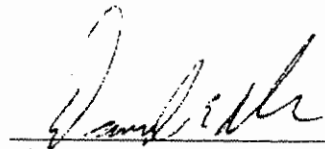
Reel 635 Frame 99

Inst: 2007-00013137

CONSENT

We have reviewed and agree to the Second Amendment to the Declaration of Condominium and Second Supplemental Public Offering Statement dated March 15, 2006.

Dated: 4/01/06

Signature: 

Thomas Construction Company

Title: President

Printed Name: David E Thomas

Address: 561 North Liberty Road
Grove City, PA 16127



Image ID: 00000249123 Type: GEN

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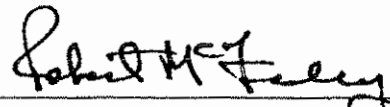
Reel 635 Frame 100

Inst 2007-00013137

CONSENT

We have reviewed and agree to the Second Amendment to the Declaration of Condominium and Second Supplemental Public Offering Statement dated March 15, 2006.

Dated: 6-2-06

Signature: 

~~Robert McFeely~~

Printed Name: Robert McFeely

Address: 10009 Parkland Drive
Wexford, PA 15090



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Reel 635 Frame 101

Inst 2007-00013137

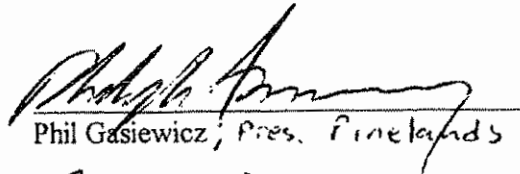
CONSENT

We have reviewed and agree to the Second Amendment to the Declaration of Condominium and Second Supplemental Public Offering Statement dated March 15, 2006.

RE: 203 JONES CT., THE LEGENDS

Dated: 9/5/06

Signature:


Phil Gasiewicz, Pres. Pinelands

Printed Name: PHILIP W. GASIEWICZ

Address: 155 East Pine Street
Grove City, PA 16127

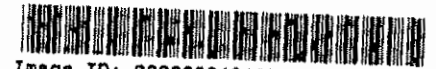


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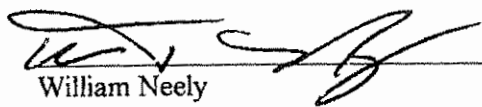
Reel 635 Frame 102

Inst 2007-00013137

CONSENT

We have reviewed and agree to the Second Amendment to the Declaration of Condominium and Second Supplemental Public Offering Statement dated March 15, 2006.

Dated: 7-31-2006

Signature: 
William Neely

Printed Name: William T. Neely

Address: 209 Jones Court
Grove City, PA 16127

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Fee Amt: \$20.50 Page 1 of 5
Mercer County, PA
Rhonda McClelland Recorder of Deeds
Reel 702 Frame 622

Inst **2010-00003015**

THIRD AMENDMENT
TO THE DECLARATION OF CONDOMINIUM
FOR LEGENDS AT GROVE CITY CONDOMINIUM

Prepared By:
Stranahan, Stranahan & Cline
Attorneys at Law
101 S. Pitt St., P. O. Box 206
Mercer, PA 16137-0206

COMMONWEALTH OF PENNSYLVANIA)
) ss.
COUNTY OF MERCER)

RECORDED on this _____ day of _____, A.D., 201____, in the Recorder's
Office of said County, at _____.

GIVEN under my hand and the seal of the said office, the date above written.

_____, Recorder

Cline

Image ID: 000001002651 Type: GEN
Page 2 of 5
Reel 702 Frame 623
Inst 2010-00003015

**THIRD AMENDMENT TO THE DECLARATION OF CONDOMINIUM
FOR LEGENDS AT GROVE CITY CONDOMINIUM**

This Amendment made as of April 7, 2010 by THE LEGENDS AT GROVE CITY, L.L.C. (hereinafter referred to as "Declarant"), a limited liability corporation.

WHEREAS, Declarant wishes to withdraw a portion of the real estate, which contains neither any units nor any structures upon which there is a common unit, pursuant to a Subdivision containing Lots 1 and 2 of Parcel B in Liberty Township, Mercer County, Pennsylvania; and

WHEREAS, Declarant has retained an Option to Withdraw Real Estate for a period of seven (7) years from the recording of the Declaration of condominium, which occurred on July 23, 2004, Pursuant to Article XIII, Section 13.1 of the Declaration of Condominium: and

WHEREAS, in accordance with 68 PA C.S.A. § 3212(a) of the act, Declarant has the option and right to Amend the Declaration by withdrawing Real Estate;

NOW THEREFORE, Declarant hereby amends the Declaration of Condominium as follows:

1. Declarant has recorded a Subdivision of property currently a part of the common area of Legends LLC, at 2009-13552, Liberty Township, Mercer County, Pennsylvania, in the Recorder of Deeds of Mercer County.
2. In accordance with Article XIII (option to withdraw Real Estate) and Section 3212(a) of the Condominium Act, Declarant hereby withdraws that portion of land described in the attached survey as Exhibit B, Lots 1 & 2 of Parcel B, pursuant to said survey.
3. Said parcel is known as 53 Schmidt Road and 55 Schmidt Road, and is located at the Southern Border of Declarant's property. Said parcel is a Common Area that contains neither proposed units nor the construction of any common facilities. Accordingly, no common elements need to be re-allocated and



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Reel 702 Frame 624

Inst **2010-00003015**

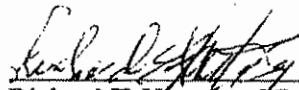
common expense liabilities are unaffected or diminished since pursuant to the property transfer, all maintenance expenses in connection with the property withdrawn must be borne by the purchaser by operation of law.

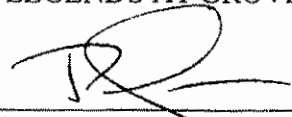
- 4. All other terms and conditions of the Original Declaration of Condominium of Legends of Grove City, LLC, as amended, remain unaffected by this amendment.

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

ATTEST:

THE LEGENDS AT GROVE CITY, L.L.C.

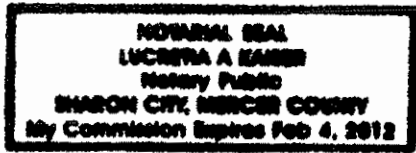

 Richard F. Hartung, SECRETARY
 CHAPEL GROVE CORP, MEMBER
 (Corporate Seal)

By 
 Thomas M. Hosack, President
 S.R. Apartments, Inc., Member

COMMONWEALTH OF PENNSYLVANIA)
) ss.
 COUNTY OF MERCER

Subscribed and sworn to before me this 8th day of April, 2010.


 NOTARY PUBLIC



STRANAHAN, STRANAHAN
 & CLINE
 ATTORNEYS AT LAW
 101 SOUTH PITT STREET
 P.O. BOX 206
 MERCER, PA 16137

Stamp # 2010-016473	Consideration	\$0.00
Loc LIBERTY TWP		Aff N
COMMONWEALTH OF PA		\$0.00
LIBERTY TWP		\$0.00
GROVE CITY SCHOOLS		\$0.00
PINE TWP		\$0.00
GROVE CITY SCHOOLS		\$0.00
By: CATHY HERRIOTT	Total:	\$0.00



Image ID: 000001002853 Type: GEN
Page 4 of 5

Reel 702 Frame 625

Inst 2010-00003015

SUBDIVISION T

-139

LEGENDS AT GROVE CITY LLC

LOTS 1 & 2 of PARCEL B

DISTRICT

LIBERTY TOWNSHIP

YEAR

2009

THIS SUBDIVISION CAN BE FOUND IN THE PLAN
DRAWER AT

2009 - 13552

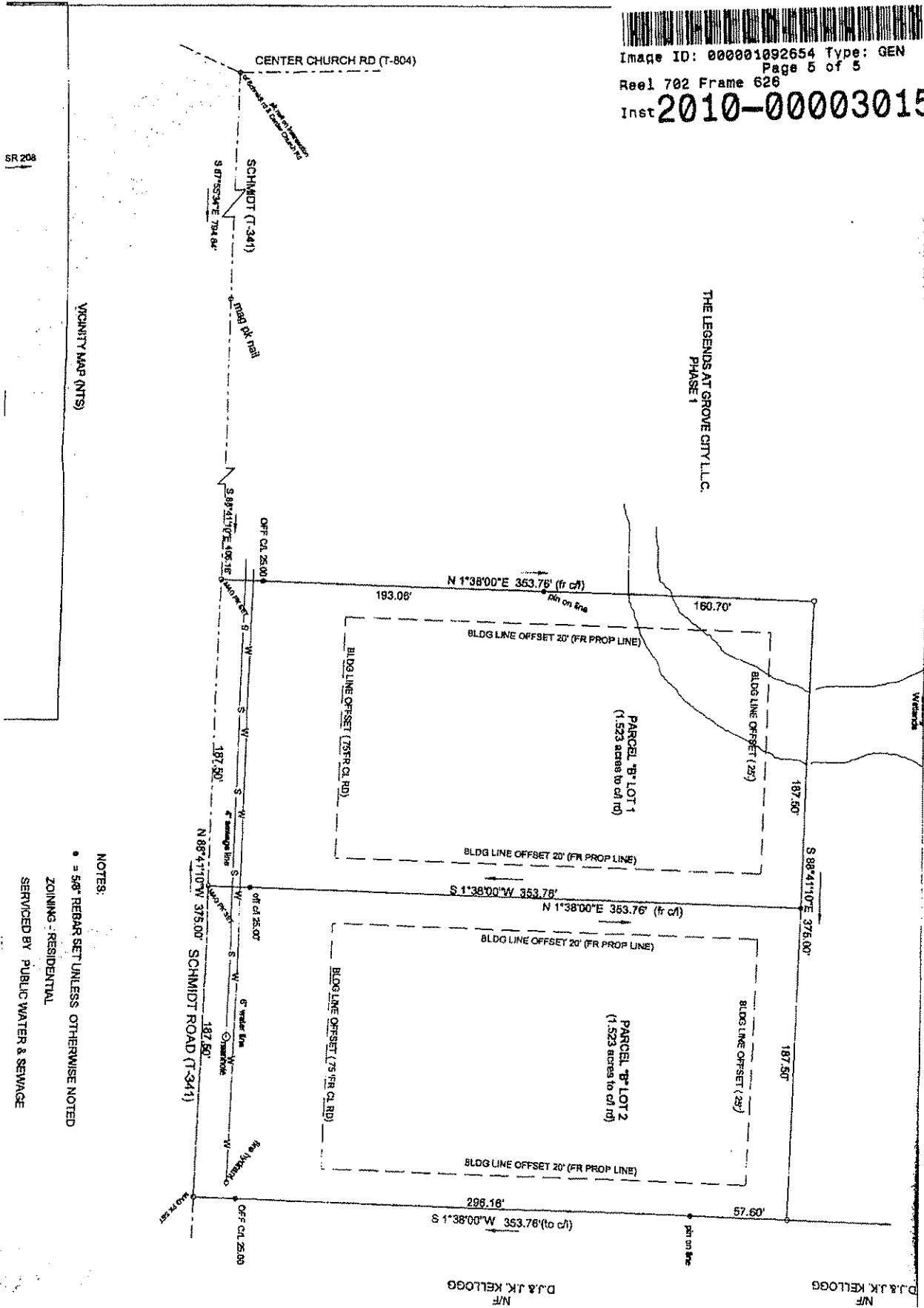
-139



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Page 5 of 5

Reel 702 Frame 626

Inst 2010-00003015



NOTES:
 • = 5/8" REBAR SET UNLESS OTHERWISE NOTED
 ZONING - RESIDENTIAL
 SERVICED BY PUBLIC WATER & SEWAGE

D.J. & J.K. KELLOGG
N/P

D.J. & J.K. KELLOGG
N/P