

Recorded: 09/21/2007 at 04:03:6 PM Fee Amt: \$50.50 Page 1 of 20 Mercer County, PA Rhonda McClelland Recorder of Deeds Reel 635 Frame 83 Inst 2007-00013137

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

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:

- 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.
- The Declaration of Condominium is amended as to Section 2.3 (Unit Boundaries) as follows:
- Unit Boundaries (Multi-Family Units). The title lines or boundaries of each Section 2.3. Unit situated as shown on the Plats and Plans and described as follows:
- 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.
- 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. Order: RLFS2YZN9

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#### 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

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- all spaces, interior partitions and other fixtures and improvements within the (3) 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.
- The Declaration of Condominium is amended as to Section 1.3.2 (Terms Defined herein) as follows:
- "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.

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.

By

ATTEST:

SECRETARY

THE LEGENDS AT GROVE CITY, L.L.C

Thomas M. Hosack, President

S.R. Apartments, Inc., Member

(Corporate Seal)

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### Exhibit 6A

#### Legends at Grove City Condominium Agreement of Sale

At closing, Purchaser shall be required to secure an insurance policy 17.(c) (new) 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.

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ACKNOWLEDGMENT

COUNTY OF MERCER

ON THIS, the 7(4) day of Operal 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

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal Brenda L. Brown, Notary Public Mercer Boro, Mercer County My Commission Expires Dec. 27, 2008

Member, Pennsylvania wrenct from of Notaries

MY COMMISSION EXPIRES 12-27-08

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