

DECLARATION OF QUAIL RUN

THIS DECLARATION, made on the date hereinafter set forth by QUAIL RUN ASSOCIATES, a general partnership formed under the laws of the Commonwealth of Pennsylvania, hereinafter referred to as "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of certain Property located off Sugar Camp Road, Peters Township, Washington County, Pennsylvania, referred to in Article II, Section 2 herein.

NOW, THEREFORE, Declarant hereby declares that it is the express purpose, desire and intention of the Declarant and the Declarant hereby does submit the Property, including the improvements thereon, to the provisions of the Pennsylvania Unit Property Act (68 P.S. S 700.101, et. seq.), as it may be from time to time amended (hereinafter called the "Act") under the name of QUAIL RUN, so that the said Property shall be held, sold and conveyed subject to the provisions of the aforesaid Act and the covenants, conditions and restrictions contained herein, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the Property or any part thereof, and their heirs, administrators, successors and assigns, shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

The following terms shall have the meanings herein ascribed to them, unless the context clearly indicates otherwise:

Section 1. "Building" or "Buildings" means any multi-unit building or buildings or complex thereof, and garages appurtenant thereto, as well as improvements comprising a part thereof, used, or intended for use, for residential purposes, which have been or will be constructed on the Property.

Section 2. "Code of Regulations" means such governing regulations as are adopted for the regulation and management of the Property, including such amendments thereof as may be adopted from time to time, and recorded in accordance with the Act.

Section 3. "Common Elements" means and refers to the entire Property excepting the Units and includes without limitation the following: (a) the land on which the Buildings are located and portions of the Buildings which are not included in a Unit; (b) the recreation area and recreation facilities to be erected within said area; (c) all other land subjected to the provisions of the Act; (d) the foundations, structural parts, supports, weight bearing and exterior walls, roofs, and walls between Units in the Buildings; (e) the sidewalks, yards, parking areas, and driveways except to the extent the same may be designated Limited Common Elements as defined herein; (f) portions of the land and Buildings used exclusively for the management, operation or maintenance of the Common Elements; (g) all pipes, lines, wires, ducts, conduits and cables for services and utilities which are located outside the perimeter of any Unit and serve more than one Unit; (h) all easements and rights of way serving the Property which are not located within the Property; (j) all other elements of the Buildings necessary or convenient to their existence, management, operation, maintenance and safety, or normally in common use; and (k) such other areas and facilities as are so designated on the Declaration Plan, or in the Act, this Declaration or the Code of Regulations.

Section 4. "Limited Common Elements" means those Common Elements which are limited to and reserved for the exclusive use of a Unit Owner, his tenants, immediate family, guests and invitees or those Common Elements which are limited to or reserved for the exclusive use of the Unit Owners within a given Building, their tenants, immediate families, guests and invitees. For the purposes of this Declaration, Limited Common Elements shall include: (a) the patio areas appended to or contiguous with a particular Unit; (b) the parking space assigned to a particular Unit; (c) the sidewalks and driveways servicing particular Units; and (d) such other areas as are so designated on the Declaration Plan. Except with respect to exclusivity of use and as provided in Article X of this Declaration, Limited Common Elements are deemed to be Common Elements for all other purposes and provisions under this Declaration or the Code of Regulations.

Section 5. "Common Expenses" means and includes: (a) expenses of administration, maintenance, repair, replacement, alteration or improvement of the Common Elements, including the Limited Common Elements, in-

curred by the Council; (b) expenses agreed upon as common by all the Unit Owners; (c) expenses declared common by the provisions of the Act or by this Declaration or the Code of Regulations; and (d) expenses declared common by the Council pursuant to the provisions of this Declaration or of the Code of Regulations.

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~~Section 6. "Council" means a board of natural individuals of the number stated in the Code of Regulations who are residents of Pennsylvania, who need not be Unit Owners, and shall manage the business, operations and affairs of the Property on behalf of the Unit Owners and in compliance with the Act.~~

Section 7. "Declarant" means QUAIL RUN ASSOCIATES, its successors and assigns in interest in the property shown on the Declaration Plan and in the Units not yet sold or conveyed to Unit Owners.

Section 8. "Declaration" means this instrument by which the Property is submitted to the provisions of the Act, and any amendments thereto.

Section 9. "Declaration Plan" means a survey of the Property or any amendments thereto, showing the improvements erected on or to be erected thereon, and the floor plans of the Buildings erected on or to be erected thereon, prepared in accordance with S 402 of the Act and initially filed simultaneously herewith.

Section 10. "Majority" or "Majority of the Unit Owners" means the owners of more than (50%) fifty percent in the aggregate in interest of the ownership of the Common Elements as specified in this Declaration.

Section 11. "Person" means a natural individual, corporation, partnership, association, trustee or legal entity.

Section 12. "Property" means and includes the land, the Buildings, all improvements now or hereafter erected thereon, all owned in fee simple, and all easements, rights and appurtenances belonging thereto which are by this instrument to be submitted to the provisions of the Act, and shall also include the additional property shown on Sheet No. 1 of the Declaration Plan, if and when, all or part of such additional property may hereafter be submitted to the provisions of the Act by amendments to this Declaration and the Declaration Plan as hereinafter provided.

Section 13. "Recorded" means that an instrument has been duly entered or record in the Office of the Recorder of Deeds of Washington County, Pennsylvania.

Section 14. "Recorder" means the Recorder of Deeds of Washington County, Pennsylvania.

Section 15. "Revocation" means an instrument signed by all of the Unit Owners and by all holders of mortgages, judgments or liens against the Unit by which Property is removed from the provisions of the Act.

Section 16. "Two-thirds" or "Two-thirds vote of the Unit Owners" means ~~sixty-six and two-thirds percent or a sixty-six and two-thirds percent of the total interests in the Common Elements as specified in this Declaration,~~

Section 17. "Unit" means a part of the buildings designed or intended for any type of independent use, which has a direct exit to a public street or way, or to a Common Element or Common Elements leading to a public street or way, or to an easement or right-of-way or private street leading to a public street or way, and includes the proportionate undivided interest in the Common Elements, which is assigned thereto by this Declaration or any amendments made hereto.

Section 18. "Unit Designation" means the number, letter or combination thereof designating a Unit in the Declaration Plan.

Section 19. "Unit Owner" means the person or persons owning a Unit in fee simple.

Section 20. "Quail Run" means the Property and also Unit Owners in the Buildings, acting as a group pursuant to this Declaration and to the Code of Regulations.

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ARTICLE II

Name and Description

Section 1. Name. The name by which the Property, the Buildings and the Unit Owners are to be identified is: QUAIL RUN.

Section 2. Description of Property. The Property herewith submitted to the provisions of the Act is shown on Sheet No. 2 of the Declaration Plan, and is also legally described in Exhibit "A", attached hereto and incorporated herein by reference. This property is to consist of real estate, Units, Common Elements and Limited Common Elements as shown on the Declaration Plan.

Section 3. Description of Buildings. The Buildings are the Townhouses

which are constructed on or will be constructed on the Property as more particularly described in the Declaration Plan.

Section 4. Description of the Units. Each Unit consists of that portion of the Building as shown on the Declaration Plan, together with all equipment, fixtures, piping, wiring, ducts, cables, and conduits located within the perimeter thereof including (a) all walls, ceilings, floors, partitions, dividers, mouldings, baseboards, shades, doors, door frames, door hardware, grills, vents and window panes, (b) all kitchen equipment and fixtures, (c) all bathroom, lavatory and plumbing fixtures and equipment, (d) all electrical and lighting fixtures, and (e) all floor, wall and ceiling covering including carpeting, plaster, tiling, wallpaper and paint; but not including any structural walls or columns located therein or any pipes, lines, ducts, conduits or cables which serve more than one Unit. The perimeter of each Townhouse is defined by and extends to the exterior walls or the midpoint between party walls, is defined by and includes the slab or structural floor below the first floor or basement of the Unit and is defined by and extends to the roof.

Section 5. Description of Common Elements. The Common Elements consist of all parts and portions of the Property except the Units, which includes any personal property acquired in common by the Unit Owners or by the Council on behalf of the Unit Owners for use in, on or in connection with the Common Elements, but does not include any personal property owned by the individual Unit Owners, whether found in the Units or in or on the Common Elements or Limited Common Elements.

Section 6. Description of Limited Common Elements. The Limited Common Elements consist of the patios appended to or contiguous with a particular Unit, the parking space assigned to a particular Unit, the sidewalks and driveways serving particular Building(s) and such other areas so designated in the Declaration Plan.

ARTICLE III

Ownership of Units and Common Elements

Section 1. Interest in Units. Subject to the provisions of this Declaration and the Code of Regulations, the owner of each Unit shall hold title thereto in fee simple as more fully shall be set forth in the Deed to each Unit. Each Unit, for all purposes, may be referred to by its Unit Designation.

Section 2. Interest in Common Elements. Each Unit Owner shall own an undivided interest in the Common Elements and Limited Common Elements (expressed as a percentage) allocated to the respective Unit owned by such Unit Owner as set forth in the schedule attached hereto as Exhibit "B" and incorporated herein by reference. Such ownership runs with title to each Unit, may not be separated therefrom, and shall be deemed to be conveyed, leased or encumbered with the Unit even though not expressly referred to or described in the Deed, Lease, Mortgage or other instrument. At all times the total of the undivided interests as described in this section shall aggregate 100%.

ARTICLE IV

Use, Purposes and Restrictions

The Property, including the Buildings, the Units and the Common Elements are intended to be used for the following purposes, and their use is hereby restricted as follows:

Section 1. Unit Restrictions. No Unit may be divided or subdivided into a smaller unit, nor may any portion less than all of any Unit be added to or incorporated into another Unit, nor any portion less than all thereof be sold or otherwise transferred without first amending the Declaration and Declaration Plan to show the changes in the Units to be affected thereby. Any Unit Owner or Owners wishing to amend the Declaration and Declaration Plan for any of the purposes set forth in this section shall pay the cost of preparation and recording of such amendments. Notwithstanding anything contained herein to the contrary, the Declarant has the right to use any Unit owned by it for models and for sales and administrative offices.

Section 2. Removal of Common Elements. If a Unit Owner acquires an adjoining Unit, such Owner may remove all or any portion of any intervening partition or wall, so long as no portion of any bearing wall or column is weakened or removed and no portion of any of the Common Elements, other than the partition or wall, is damaged or endangered. Any such removal may

be undertaken by a Unit Owner only after delivery to Council of plans showing the partitions or walls to be removed and written approval therefor has been obtained from the Council, which approval shall not be unreasonably withheld.

Section 3. Residential Use. Each Unit, except those Units owned by the Declarant and used by it as Sales Offices, Administrative Offices and Models, is hereby restricted to residential use by the Unit Owner thereof, his tenants, his immediate family, guests and invitees. Notwithstanding the foregoing, a Unit may be rented for residential purposes by the Owner thereof under a lease for a term of at least one month and not in excess of one year.

Section 4. Use of Common Elements. The Common Elements may be used by all Unit Owners and tenants, their families, guests and invitees, subject to the Code of Regulations and such rules and regulations as may be established by the Council.

Section 5. Use of Limited Common Elements. The Limited Common Elements may be used by those Unit Owners, and tenants, guests and invitees of such Unit Owners, to which said Limited Common Elements are appurtenant; subject, however, to the Code of Regulations and such rules as may be established by the Council. Provided further, however, that the aforementioned Limited Common Elements shall be considered to be Common Elements in this Declaration for all other purposes and provisions, including without limitation provisions with respect to Common Expenses. The undivided interest in the aforementioned Limited Common Expenses may not be separated from the Unit to which it pertains and shall be deemed to be conveyed, leased or encumbered with a Unit even though such interest is not expressly referred to or described in an instrument relating to said Unit.

ARTICLE V

Expenses

Section 1. Common Expenses. The Declarant, for each completed Unit which it owns, hereby covenants, and each subsequent Unit Owner, by acceptance of a Deed therefor, whether or not it shall be so expressed in such Deed, covenants and agrees to pay to the Council or its designees, as representatives of QUAIL RUN, such assessments and charges as may be levied by the Council to cover the Common Expenses incurred by the Council on behalf of the Unit Owners and the Common Elements and Limited Common Elements of QUAIL RUN. Such assessments and charges shall be the personal obligation of the Unit Owner, shall run with the land and shall be continuing lien upon the Units; and such assessments and charges may be enforced in any court of law or equity having jurisdiction thereof, as provided by the Act. The lien of the assessments and charges provided for herein shall be subordinate to the lien of any first mortgage.

Section 2. Alterations or Improvements. Council shall make no alterations or improvements to the Common Elements (Excluding restoration, maintenance, repair or replacement) for any purpose, other than to comply with governmental requirements or regulations, unless such alterations or improvements are approved by a Resolution duly adopted by a two-thirds (2/3) vote of the Unit Owners.

ARTICLE VI

Encroachments

If any portion of a Unit, Common Element or Limited Common Element encroaches upon another Unit or Common Element or upon a Limited Common Element, a valid easement for this encroachment and the maintenance of same, so long as it stands, shall and does exist. In the event any Building is partially or totally destroyed, and then rebuilt, encroachments of portions of Units, Common Elements or Limited Common Elements as aforescribed, due to construction, shall be permitted, and a valid easement for said encroachment and the maintenance thereof shall exist.

ARTICLE VII

Easements

Section 1. Unit Owner's Easements. Each Unit Owner shall have an easement in common with all other Unit Owners to use, maintain and repair, as necessary, all pipes, wires, ducts, cables, conduits, chimneys, air conditioners, utility lines and other elements located within the Unit or

physically located on the Common Elements or Limited Common Elements pursuant to the original construction or by permission of the Council. In addition, each Unit shall be subject to, and shall have, such easements of support and shelter from and over such other Units as may be necessary for the continuance and maintenance of structural Common Elements.

Section 2. Council's Easements. The Council shall have the right to reasonable access to each Unit to inspect the same, to remove violations therefrom and shall have the obligation to maintain, repair or replace the Common Elements and the Limited Common Elements. The Council shall have an easement in and to each Unit and the elements common to it and other Units or Common Elements contained therein or elsewhere in the Buildings to maintain, repair and replace the Common Elements and Limited Common Elements, as aforesaid, and such other equipment or elements as may be the responsibility of QUAIL RUN under the Code of Regulations or by contract, including central heating and air conditioning facilities located in or belonging to the Units or in or on the Common Elements. Nothing contained in this section concerning the obligation of Council shall be construed to prevent the levying of an assessment or charge on one or more Unit Owners for work performed pursuant to the easements granted herein, if Council, in its discretion, shall determine that one or more Unit Owners are responsible for the problem or problems which necessitated the work performed.

Section 3. Grant of Easements by Council. The Council may grant or accept, on behalf of all of the Unit Owners, easements for the benefit of the Common Elements or any or all Unit Owners, and, to facilities the granting of any such easement in, through, under or upon the Common Elements, each Unit Owner hereby does grant, along with all other Unit Owners, unto the Council, acting through its duly authorized officers, and irrevocable Power of Attorney to execute, acknowledge and deliver, on his behalf and in his name, any such easement.

Section 4. Declarant's Easements. The Declarant and any person or entity acting by, through or under the Declarant shall have the right of use and passage of, in, upon, through and across the Common Elements for erection, construction and installation of the Units and improvements in connection therewith and improvements to the Common Elements, for sale of the Units and for any and all activities necessary or convenient in connection with any of the foregoing.

ARTICLE VIII

Council and Voting

Section 1. First Council Members. The names of the first members of Council are: Tim Donley, James Seach, Ronald Sopko, Ray Seach and Ernest Magaro. They, or their successors appointed by the Declarant, shall serve until election of successors by the Unit Owners, as provided in the Code of Regulations.

Section 2. Voting. Each Unit Owner shall automatically become a voting member of QUAIL RUN. Upon termination of his ownership of a Unit, his membership shall thereupon automatically terminate and transfer and inure to a new Unit Owner succeeding him in interest. At any meeting of Unit Owners, each Unit Owner shall be entitled to the same number of votes as established by the percentage of ownership in the Common Elements assigned to his Unit by this Declaration and any amendments hereto.

ARTICLE IX

Separate Mortgages, Taxes, Utility Charges

Section 1. Mortgages. Each Unit Owner shall have the right to mortgage his own respective Unit, together with his proportionate share in the Common Elements.

Section 2. Taxes. It is understood that real estate taxes are to be separately taxed to each Unit Owner for his Unit and his corresponding percentage of ownership in the Common Elements, as provided in the Act.

Section 3. Utilities. Each Unit Owner shall pay for his own telephone, electricity and other utilities which are separately metered or billed to each user by the appropriate utility company. Utilities not separately metered or billed shall be treated as part of the Common Expense.

ARTICLE X

Unit Owner Maintenance

Each Unit Owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs and replacements of his own Unit and of his personal property, whether placed within the Unit or in or upon the Common Elements or Limited Common Elements, except to the extent that any such repairs or replacements are necessitated by occurrences on account of which compensation is obtained through policies of insurance maintained by the Council. Each Unit Owner shall have the sole and exclusive responsibility for (a) cleaning, replacement and repairing any glass panes in any windows in his Unit, (b) maintaining and repairing any piping, ducts, wiring, cables and conduits located within his Unit, (c) maintaining and repairing any heating, ventilating or air conditioning equipment located outside the Unit but which serve only his Unit, including the concrete pad upon which such equipment may rest, and (d) painting, decorating and maintaining the interior surfaces of all walls, ceilings, doors, window frames, vents and floors within his Unit; however, Unit Owners shall not be responsible for maintaining and repairing structural walls located within their Units, nor shall they be responsible for maintaining and repairing any ducts, wiring, cables and conduits located within their Units which serve more than one Unit. No alterations of any of the Common Elements, or any additions or improvements thereto, shall be made by any Unit Owner without the prior written approval of Council. In addition to the foregoing, and notwithstanding anything in this Declaration to the contrary, each Unit Owner shall be responsible, at his own expense, for all cleaning and all maintenance and repair, other than structural repair, of the Limited Common Elements appurtenant to his Unit, including the removal of snow from the sidewalks and driveway servicing his Unit.

ARTICLE XI

Insurance

Section 1. Fire and Extended Coverage. The Council shall obtain and at all times maintain insurance against loss, damage to or destruction of the Common Elements and Limited Common Elements by fire and such other risks as may be covered under standard extended coverage provisions to the extent of the full replacement cost thereof, with such deductible as the Council may determine, and shall obtain and maintain insurance against loss, damage to or destruction of the Units by fire and such other risks as may be covered under standard extended coverage provisions to the extent of all or any part of the full replacement cost thereof. Such insurance shall be payable to the Council as agents for the Unit Owners and the holders of mortgages on the Units, and no mortgagee of any Units shall be entitled to participate in the adjustment of any loss covered by said insurance or to receive or apply the proceeds from said insurance to reduction of the mortgage debt or other charges thereunder except in the event of partition pursuant to Article XII hereof.

Section 2. Liability Insurance. The Council shall obtain and at all times maintain comprehensive public liability insurance insuring QUAIL RUN, the Unit Owners, each member of Council and the Officers thereof against liability to other persons or entities, or to the Unit Owners, their tenants, families, guests or invitees, in any way relating to or arising from the ownership or use of the Common Elements and Limited Common Elements. Limits of liability under such insurance shall be at least \$500,000.00 for each person injured or killed in a single occurrence, at least \$1,000,000.00 for any injuries or death sustained by two or more persons in a single occurrence and at least \$50,000.00 for property damage resulting from each occurrence.

Section 3. Director's and Officer's Liability Insurance. The Council shall obtain and at all times maintain directors and officers liability insurance insuring the Officers and Members of Council against personal liability arising in connection with performance of their duties as such.

Section 4. Personal Property Insurance. The Council shall obtain and at all times maintain insurance against loss, damage to or destruction of any personal property owned by the Unit Owners in common and used in connection with the Common Elements arising from fire or such other risks as may be covered under standard extended coverage provisions, to the extent of the full replacement cost thereof, with such deductible as the Council may determine.

Section 5. Workmen's Compensation and Other Insurance. The Council shall

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obtain and at all times maintain Workmen's Compensation Insurance and it may obtain such other insurance in such amounts as Council from time to time may deem desirable.

Section 6. Owner's Insurance. The Council shall not obtain casualty insurance against loss by damage to or destruction of personal property owned by the individual Unit Owners; however, any Unit Owner may maintain such insurance, as well as insurance on his Unit, in addition to that obtained by the Council, as he shall deem desirable.

ARTICLE XII

Damage or Destruction

Section 1. Buildings. In the event of damage or destruction of any Building, it shall be promptly repaired and restored by the Council to substantially the same condition as it existed theretofore by using the proceeds of insurance held by Council for the purpose, and the Unit Owners directly affected thereby shall be liable for assessment for any deficiency in proportion to the respective undivided ownership of the Common Elements; provided, however, that if there is a substantially total destruction of any Building, or of one or more of the Buildings, or if seventy-five (75%) of the Unit Owners directly affected by any damage or destruction voting as in all other instances shall duly resolve not to proceed with repair or restoration then, in that event, the salvage value of the Building or Buildings shall be subject to partition at the suit of any Unit Owner directly affected thereby. In the event of a partition, the net proceeds of sale, together with the net proceeds of insurance policies held by the Council, shall be considered one fund and shall be divided among all the Unit Owners directly affected in proportion to their respective undivided ownership of the Common Elements, after discharging out of the respective shares of the Unit Owners, to the extent sufficient for the purpose, all liens against the Units of such Unit Owners.

Section 2. Other Common Elements. In the event of damage to or destruction of any of the Common Elements other than Common Elements which are a part of a Building, such as the recreation facilities, the Common Elements shall be promptly repaired and restored by the Council to substantially the same condition as existed prior to the damage or destruction by using the proceeds of insurance held by the Council for that purpose, and the Unit Owners shall be liable for any deficiency in funds necessary therefor which shall be charged to them and assessed as a Common Expense.

ARTICLE XIII

Eminent Domain

Section 1. Recreation Areas and Facilities. If all or part of the recreation areas and recreation facilities shall be taken, injured or destroyed by eminent domain, each Unit Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto, but in any proceeding for the determination of damages, such damages shall be determined for such taking, injury or destruction as a whole and not for each Unit Owner's interest therein. After such determination, each Unit Owner and Declarant shall be entitled to a share in the damages in the same proportion as his interest in the Common Elements; which, for this purpose, shall be determined as though, at the time of any such taking, injury or destruction, there were three hundred thirty (330) Units in QUAIL RUN, as though all Units, whether completed, uncompleted or not begun, which were not theretofore conveyed or sold to Unit Owners by the Declarant were owned by the Declarant; as though all Units, shown or not shown on the then existing Declaration Plan were erected and existing and were of the same types, styles and sizes as the Units shown on the then existing Declaration Plan; and, in the case of Units not shown on the then existing Declaration Plan, as though all Units were proportionally of the same types, styles and sizes as those shown on the then existing Declaration Plan.

Section 2. Other Common Elements. If all or any part of the Common Elements other than the recreation areas and recreation facilities shall be taken, injured or destroyed by eminent domain, each Unit Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto, but in any proceedings for the determination of damages, such

damages shall be determined for such taking, injury or destruction as a whole and not for each Unit Owner's interest therein. After such determination each Unit Owner shall be entitled to a share of the damages in the same proportion as his individual interest in the Common Elements as set forth on exhibit "B" hereof.

ARTICLE XIV

Units Subject to Declaration, Code of Regulations, Rules and Regulations

All present and future Unit Owners, tenants, mortgagees and occupants of Units, shall be subject to and shall comply with the provisions of this Declaration and the Code of Regulations as they may be amended from time to time. All duly promulgated Rules of QUAIL RUN shall also be fully binding. The acceptance of a Deed, conveyance or Mortgage, the entering into of a Lease or the entering into occupancy of a Unit shall constitute agreement that the aforescribed instruments are accepted and ratified by each such Unit Owner, tenant, occupant or mortgagee, and that all such provisions of the aforescribed instruments shall be deemed and taken to be covenants running with the land and shall bind any person at any time having any interest or estate in such Unit as though such provisions were ratified and stipulated at length in each and every deed or conveyance or lease thereof. Nothing contained herein shall be construed to obligate the Declarant to submit additional properties to the Act.

ARTICLE XV

Amendment

Section 1. Procedure. Subject to the further provisions of this Article, any amendment to the Declaration, other than an amendment which would alter the percentage of undivided interests in the Common Elements, may be made only upon Resolution duly adopted by a two-thirds (2/3) vote of all Unit Owners and also adopted by the Council. No such amendment shall be effective until duly recorded.

Section 2. Change in Percentage of Common Elements. Any amendment which would alter the percentage of undivided interests in the Common Elements may be made by the recording of such an amendment signed by all the Unit Owners affected thereby, or signed on behalf of such Unit Owners pursuant to a Power of Attorney as set forth in Section 4 of this Article.

Section 3. Amendment to Submit Additional Property. The Unit Owners agree that, at any time within ten (10) years after the date of recording of this Declaration, they will execute an amendment or amendments to this Declaration and the Declaration Plan which (a) submits to the provisions of the Act all or any portion of the additional property shown on Sheet No. 1. of the Declaration Plan not theretofore submitted to the provisions of the Act, (b) provide for additional Units on the additional property submitted or (c) revise the Declaration Plan or Declaration to show the location of the Buildings, roads, recreation facilities and other improvements to the Property as built, erected and installed. Any additional property so submitted shall be and become part of QUAIL RUN. Any such amendment or amendments shall provide for no more than a total of three hundred thirty (330) Units in QUAIL RUN, all of which Units shall be Townhouses with appurtenant garages as shown on the Declaration Plan, and shall reallocate the percentage ownership of the Common Elements in QUAIL RUN among all of the Unit Owners on the same basis as the same has been determined for purposes of Exhibit "B" hereof.

Section 4. Power of Attorney. To assure unto the Declarant and to all other Unit Owners the ability to submit the additional property referred to in Section 3 of this Article to the provisions of the Act and provide for additional Units thereon on the terms and conditions therein contained, and to revise the Declaration and Declaration Plan as provided in Section 3 of this Article, each Unit Owner, by acceptance of a deed to a Unit, does grant unto the Declarant an irrevocable Power of Attorney, which the Unit Owners agree is coupled with an interest, to execute, acknowledge and record in his name and on his behalf any amendment to this Declaration and the Declaration Plan made pursuant to and in accordance with the terms of Section 3 of this Article.

ARTICLE XVI

Removal

The Property may be removed from the provisions of the Act by a written revocation of this Declaration executed and acknowledged by all Unit Owners and the holders of all mortgages, judgments or other liens affecting the Units, and duly recorded. Once the property has been removed from the provisions of the Act, the former Unit Owners shall become tenants in common of the Property as provided by the Act.

ARTICLE XVII

Interpretations and Disputes

Matters of dispute or disagreement between or among Unit Owners or between any Unit Owner and the Council or any matters which require interpretation of this Declaration or the Code of Regulations or the Rules of QUAIL RUN shall be determined by the Council at any regular or special meeting at which all interested parties shall be invited to appear and to participate. Any such determination by Council shall be final and binding on all Unit Owners.

ARTICLE XVIII

Severability

If any of the provisions of this Declaration, the Code of Regulations or the Act are held invalid, the validity of the remaining provisions shall not be affected thereby.

ARTICLE XIX

Gender

As used herein, the masculine shall be deemed to mean and refer to the feminine and the neuter gender, whenever appropriate.

ARTICLE XX

Captions

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

ARTICLE XXI

Conflicts

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

IN WITNESS WHEREOF, The Declarant has hereunto caused these presents to be duly executed at Pittsburgh, Pennsylvania, this _____ day of _____, 1978.

QUAIL RUN ASSOCIATES, a Pennsylvania
general partnership consisting of
Edward M. Ryan
Ronald Sopko and
Seach Development Company

WITNESS:

By _____
Edward M. Ryan, a General Partner

By _____
Ronald Sopko, a General Partner

ATTEST:

SEACH DEVELOPMENT COMPANY, a
General Partner

By
President

ALL that certain parcel or tract of land situate off Sugar Camp Road in Peters Township, Washington County, Pennsylvania, being a part of the Quail Run Plan No. I, as shown on the plan recorded in the Recorder of Deeds Office of Washington County in Plan Book Volume 14, Pages 78 and 79, and being bounded and described as follows:

BEGINNING at a point in the Centerline of Sugar Camp Road and along the Westerly Right of Way Line of the Pennsylvania and Lake Erie Railroad Company; thence along the Centerline of Sugar Camp Road North 73° 29' West, a distance of 651.37 feet to a point at the line of property now or formerly of Patterson; thence North 07° 25' East, a distance of 30.40 feet to a point; thence along the Northerly Right of Way Line of Sugar Camp Road (LR 62030), South 73° 29', a distance of 149.80 feet to a point on the Westerly Right of Way Line of Quail Run Road; thence by the Westerly Right of Way Line of Quail Run Road, North 53° 23' 12" East, a distance of 125.00 feet to a point; thence by same, North 16° 31' East, a distance of 14673 feet to a point; thence by same, by a curve to the left, having a radius of 175.00 feet, an arc distance of 145.48 feet to a point; thence by same North 31° 06' 50" West, a distance of 6.98 feet to a point; thence North 82° 35' West, a distance of 220.75 feet to a point on line of lands now or formerly of Patterson; thence North 07° 25' East, a distance of 599.37 feet to a point; thence through property of which this was formerly a part, South 67° 00' East, a distance of 400.00 feet to a point; thence by same South 11° 31' 40" West, a distance of 351.57 feet to a point, thence by same, South 39° 00' East, a distance of 374.00 feet to a point; thence by same South 73° 29' East, a distance of 423.00 feet to a point on the Westerly Right of Way Line of the Pennsylvania and Lake Erie Railroad Company; thence along the Westerly Right of Way Line of said Railroad South 61° 45' West, a distance of 425.00 feet to a point; thence by same South 56° 25' West, a distance of 79.80 feet to a point at place of beginning.

Exhibit "A"

Unit DesignationPercentage Interests

| | |
|-----|--------|
| 1-A | 1.408% |
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| 8-A | 1.408% |
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| 8-C | 1.408% |
| 8-D | 1.408% |
| 8-E | 1.408% |

EXHIBIT "B"

Page 1 of 2

AMENDMENT NO. 1 TO DECLARATION OF CONDOMINIUM FOR
QUAIL RUN PHASE NO. 1

DECLARATION OF CONDOMINIUM
QUAIL RUN PHASE II

11208

This Declaration, made on the date hereinafter set forth by QUAIL RUN ASSOCIATES, a general partnership formed under the laws of the Commonwealth of Pennsylvania, hereinafter referred to as "Declarant,"

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property located off Sugar Camp Road, Peters Township, Washington County, Pennsylvania, which is more particularly described in Exhibit "A" attached hereto which is made a part hereof;

WHEREAS, in accordance with the provisions of the Pennsylvania Unit Property Act (68 P.S. § 700.101 et seq.), hereinafter referred to as the "Act", Declarant filed a Declaration of Condominium, Declaration Plan and Code of Regulations for property under the name of QUAIL RUN and QUAIL RUN PHASE NO. 1, said documents being recorded in the Office of the Recorder of Deeds in Washington County, Pennsylvania, in Deed Book Volume 1888 at page 152, Plan Book Volume 16 at page 92, and Deed Book Volume 188 at page 186, respectively, (such documents hereinafter referred to as "Condominium Documents");

WHEREAS, Declarant has filed a plat covering the property called Quail Run Plan No. 2 recorded in the Recorder of Deeds Office of Washington County, Pennsylvania, in Plan Book Volume 17, page 20, said property also described in Exhibit "A" attached hereto;

WHEREAS, simultaneously with the filing of this Amendment, Declarant is filing an Amendment to the above-described Declaration Plan entitled Amendment No. 1 to Declaration Plan of Quail Run, Declaration Plan of Quail Run Phase II (hereinafter referred to as Amendment No. 1 to Declaration Plan), which Amendment includes the property described in Exhibit "A" attached hereto;

WHEREAS, Declarant desires to submit to the provisions of the Act the property described in Exhibit "A" hereto as an addition to the property described in the Condominium Documents;

WHEREAS, Article XV of the said Declaration reads in part as follows:

Section 2. Change in Percentage of Common Elements. Any amendment which would alter the percentage of undivided interests in the Common Elements may be made by the recording of such an amendment signed by all the Unit Owners affected thereby, or signed on behalf of such Unit Owners pursuant to a Power of Attorney as set forth in Section 4 of this Article.

Section 3. Amendment to Submit Additional Property. The Unit Owners agree that, at any time within ten (10) years after the date of recording of this Declaration, they will execute an amendment or amendments to this Declaration and the Declaration Plan which (a) submits to the provisions of the Act all or any portion of the additional property shown on Sheet No. 1 of the Declaration Plan not theretofore submitted to the provisions of the Act, (b) provide for additional Units on the additional property submitted or (c) revise the Declaration Plan or Declaration to show the location of the Buildings, roads, recreation facilities and any other improvements to the Property as built, erected and installed. Any additional property so submitted shall be and become part of QUAIL RUN. Any such amendment

or amendments shall provide for no more than a total of three hundred thirty (330) Units in QUAIL RUN, all of which Units shall be townhouses as shown on the Declaration Plan, and shall reallocate the percentage ownership of the Common Elements in QUAIL RUN among all of the Unit Owners on the same basis as the same has been determined for purposes of Exhibit "B" hereof.

Section 4. Power of Attorney. To assure unto the Declarant and to all other Unit Owners the ability to submit the additional property referred to in Section 3 of this Article to the provisions of the Act and provide for additional Units thereon on the terms and conditions therein contained, and to revise the Declaration and Declaration Plan as provided in Section 3 of this Article, each Unit Owner, by acceptance of a deed to a Unit, does grant unto the Declarant an irrevocable Power of Attorney, which the Unit Owners agree is coupled with an interest, to execute, acknowledge and record in his name and on his behalf any amendment to this Declaration and the Declaration Plan made pursuant to and in accordance with the terms of Section 3 of this Article.

WHEREAS, the property described on Exhibit "A" hereto is within the area referred to in said Article XV of the Declaration, the filing of this Amendment No. 1 to Declaration is made within ten years of the date of recording of the Declaration which was November 22, 1978, and all of the terms, provisions and conditions of Article XV of the Declaration with respect to annexation have been met.

NOW, THEREFORE, Declarant hereby declares that all of the property described in Exhibit "A" to this Amendment to Declaration shall be held, sold and conveyed subject to all of the provisions contained in the Condominium Documents and the Act as such may be amended from time to time.

ARTICLE I

Definitions

Section 1. Declaration shall mean and refer to the Declaration of Condominium for Quail Run Phase No. 1 wherein the Declarant is QUAIL RUN ASSOCIATES, a general partnership formed under the laws of the Commonwealth of Pennsylvania.

Section 2. Unless the context clearly indicates otherwise, the words and phrases used in this Amendment to Declaration have the same meaning as the identical words and phrases in the Declaration.

Section 3. This Amendment No. 1 to Declaration of Condominium for Quail Run Phase No. 1, Declaration of Condominium Quail Run Phase II, for purposes of Article XV of the Declaration, shall be deemed to be an Amendment to the Declaration with respect to the property described herein.

ARTICLE II

Interest in Common Elements, Code of Regulations

Every Unit Owner of Quail Run Phase II shall be allotted an interest in the Common Elements as set forth in Exhibit "B" attached hereto. Each Owner of a Unit in Quail Run Phase I shall have his interest in the Common Elements revised as reflected on Exhibit "B" attached hereto. Each Unit Owner in Quail Run Phase I and Quail Run Phase II shall be subject to the Code of Regulations of Quail Run Phase I as recorded in the Recorder of Deeds Office of Washington County in Deed Book Volume 1888, beginning at page 186.

ARTICLE III

Joinder

All of the unit owners of units in QUAIL RUN PHASE NO. 1 as of the date hereof join in this amendment No. 1 to Declaration by their attorney, QUAIL RUN ASSOCIATES.

ARTICLE IV

Annexations


Future annexations, if any, of any additional lands within the area shown on Sheet 1 of the Declaration Plan filed in the Office of the Recorder of Deeds of Washington County in Plan Book Volume 16, page 92, may be made by the Declarant, its successors and assigns, in accordance with the provisions of Article XV of the Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein and current Unit Owners in Quail Run, have hereunto caused the execution of these presents this 27th day of August, 1979.

DECLARANT:

Witness

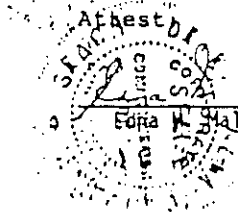
QUAIL RUN ASSOCIATES,
a Pennsylvania General Partnership,
consisting of:
PENN-CLAIR CONSTRUCTION COMPANY


[Signature]
Edna M. Malone, Secretary

[Signature: Edward M. Ryan]
Edward M. Ryan, President of Penn-Clair Construction Company, Partner

[Signature: Ronald W. Sopko]
Ronald Sopko

SEACH DEVELOPMENT COMPANY


[Signature]
Edna M. Malone, Secretary

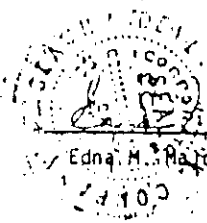
By [Signature: William R. Seach]
William R. Seach, President of Seach Development Company, Partner

(Signatures Continued.)

UNIT OWNERS:

ATTEST:

UNITS 1-A & B



Edna M. Malone
Edna M. Malone, Secretary

Ryan Homes, Inc.
Ryan Homes, Inc.
by its Attorney
QUAIL RUN ASSOCIATES

By William R. Seach
William R. Seach, President of Seach
Development Company, Partner

UNIT 1-C

John T. Gillespie
John T. Gillespie

Rebecca L. Gillespie
Rebecca L. Gillespie
by their Attorney
QUAIL RUN ASSOCIATES

By William R. Seach
William R. Seach, President of Seach
Development Company, Partner

UNIT 1-D

Carol A. Marks
Carol A. Marks
by her Attorney
QUAIL RUN ASSOCIATES

By William R. Seach
William R. Seach, President of Seach
Development Company, Partner

UNIT 2-A

Sharyn W. Robinson
Sharyn W. Robinson
by her Attorney
QUAIL RUN ASSOCIATES

By William R. Seach
William R. Seach, President of
Seach Development Company, Partner

UNIT 2-B

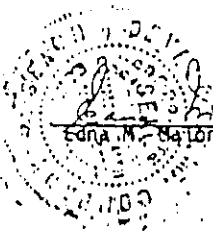
Andrew M. Young
Andrew M. Young

Cynthia S. Young
Cynthia S. Young
by their Attorney
QUAIL RUN ASSOCIATES

By William R. Seach
William R. Seach, President of Seach
Development Company, Partner
(Signatures Continued.)

UNIT 2-C

ATTEST:



Edna M. Malone
Edna M. Malone, Secretary

Joseph M. Cartwright
Joseph M. Cartwright
by his Attorney
QUAIL RUN ASSOCIATES

By William R. Seach
William R. Seach, President of Seach
Development Company, Partner
UNIT 2-D

Joanne DeRubeis
Joanne DeRubeis
by her Attorney
QUAIL RUN ASSOCIATES

By William R. Seach
William R. Seach, President of Seach
Development Company, Partner
UNIT 3-A

Douglas A. Spragg
Douglas A. Spragg
by his Attorney
QUAIL RUN ASSOCIATES

By William R. Seach
William R. Seach, President of Seach
Development Company, Partner
UNIT 3-B

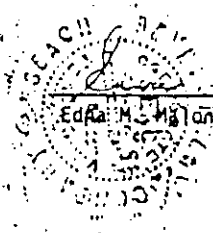
Sandra Jean Burkhurst
Sandra Jean Burkhurst
by her Attorney
QUAIL RUN ASSOCIATES

By William R. Seach
William R. Seach, President of Seach
Development Company, Partner
UNIT 3-C

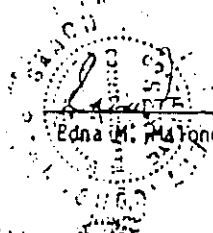
John W. Rice, Jr.
John W. Rice, Jr.

Mary Jane Leonard
Mary Jane Leonard
by their Attorney
QUAIL RUN ASSOCIATES

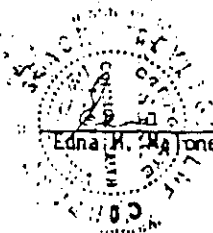
By William R. Seach
William R. Seach, President of Seach
Development Company, Partner
(Signatures Continued.)



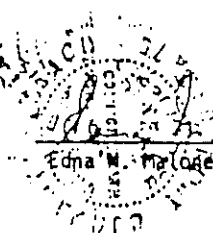
Edna M. Malone
Edna M. Malone, Secretary



Edna M. Malone
Edna M. Malone, Secretary



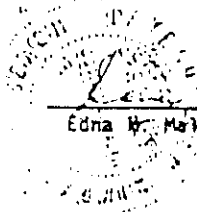
Edna M. Malone
Edna M. Malone, Secretary



Edna M. Malone
Edna M. Malone, Secretary

UNIT 3-D

ATTEST:



Edna M. Malone
Edna M. Malone, Secretary

Michael E. Doyle
Michael E. Doyle
by his Attorney
QUAIL RUN ASSOCIATES

By William R. Seach
William R. Seach, President of Seach
Development Company, Partner
UNIT 3-E

Mark S. Witt
Mark S. Witt

Debra R. Witt
Debra R. Witt
by their Attorney
QUAIL RUN ASSOCIATES

By William R. Seach
William R. Seach, President of Seach
Development Company, Partner
UNIT 3-F

John R. Sautter
John R. Sautter

Barbara G. Sautter
Barbara G. Sautter
by their Attorney
QUAIL RUN ASSOCIATES

By William R. Seach
William R. Seach, President of Seach
Development Company, Partner
UNIT 3-G

John R. Spelman, Jr.
John R. Spelman, Jr.

Deborah A. Spelman
Deborah A. Spelman
by their Attorney
QUAIL RUN ASSOCIATES

By William R. Seach
William R. Seach, President of Seach
Development Company, Partner
UNIT 3-H

Gary H. Scott
Gary H. Scott

(Signatures Continued.)

ATTEST:

Juana M. Herzberger
Luana M. Herzberger
by their Attorney
QUAIL RUN ASSOCIATES

By William R. Seach
William R. Seach, President of Seach
Development Company, Partner
UNIT 4-A

Ronald C. Crosby
Ronald C. Crosby

Kathy D. Crosby
Kathy D. Crosby
by their Attorney
QUAIL RUN ASSOCIATES

By William R. Seach
William R. Seach, President of Seach
Development Company, Partner
UNIT 4-B

Charles H. Bromley
Charles H. Bromley

Joanne Bromley
Joanne Bromley
by their Attorney
QUAIL RUN ASSOCIATES

By William R. Seach
William R. Seach, President of Seach
Development Company, Partner
UNIT 4-C

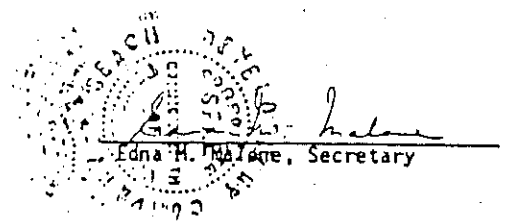
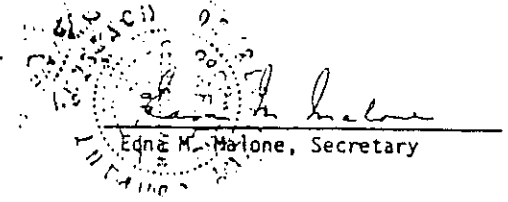
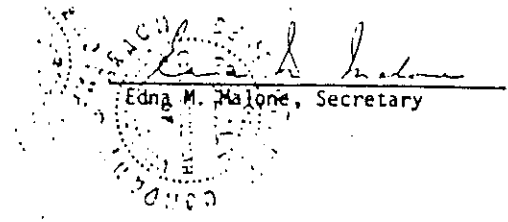
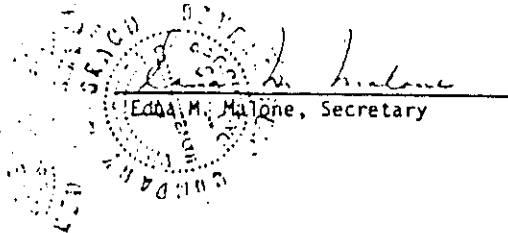
Dimitri Vassilaros
Dimitri Vassilaros
by his Attorney
QUAIL RUN ASSOCIATES

By William R. Seach
William R. Seach, President of Seach
Development Company, Partner
UNITS 4-D & E

S. A. Russo
S. A. Russo

Carol Kay Russo
Carol Kay Russo, his wife

(Signatures Continued.)



UNITS 4-D & E (Continued)

ATTEST:

Jonie Russo, Jr.
Louis Russo, Jr.

Pamela R. Russo
Pamela R. Russo, his wife
by their Attorney
QUAIL RUN ASSOCIATES

By William R. Seach
William R. Seach, President of Seach
Development Company, Partner
UNIT 4-F

Richard C. Dei
Richard C. Dei
by his Attorney
QUAIL RUN ASSOCIATES

By William R. Seach
William R. Seach, President of Seach
Development Company, Partner
UNIT 4-G

Thomas S. Marconyak
Thomas S. Marconyak
by his Attorney
QUAIL RUN ASSOCIATES

By William R. Seach
William R. Seach, President of Seach
Development Company, Partner
UNIT 11-A

Michael A. Dillon
Michael A. Dillon

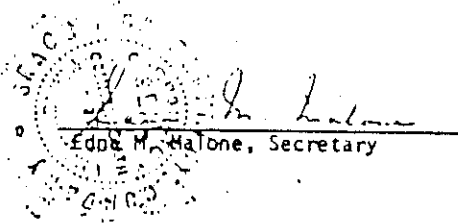
Mary Scheib Dillon
Mary Scheib Dillon
by their Attorney
QUAIL RUN ASSOCIATES

By William R. Seach
William R. Seach, President of Seach
Development Company, Partner
UNIT 11-C

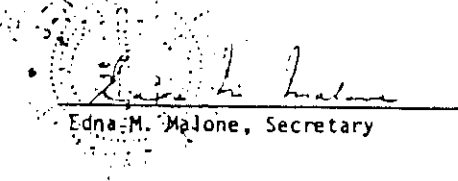
Robert J. Evans
Robert J. Evans

Sally A. Evans
Sally A. Evans
by their Attorney
QUAIL RUN ASSOCIATES

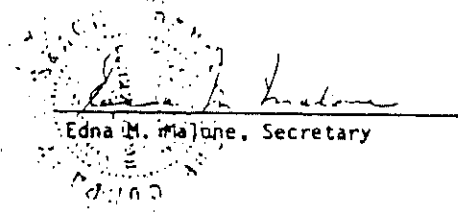
(Signatures Continued.)



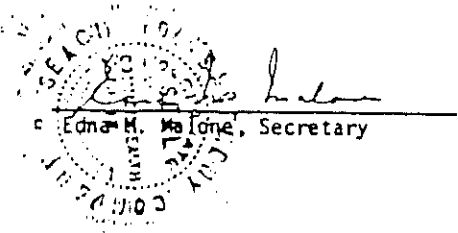
Edna M. Malone, Secretary



Edna M. Malone, Secretary



Edna M. Malone, Secretary



Edna M. Malone, Secretary

ATTEST:

Edna M. Malone
Edna M. Malone, Secretary

UNIT 11-C (Continued)

By William R. Seach
William R. Seach, President of Seach
Development Company, Partner
UNIT 11-D

James Barry Johnson
James Barry Johnson

Sharon Lee Johnson
Sharon Lee Johnson
by their Attorney
QUAIL RUN ASSOCIATES

By William R. Seach
William R. Seach, President of Seach
Development Company, Partner
UNIT 11-E

James P. Heiser
James P. Heiser

Gloria J. Heiser
Gloria J. Heiser
by their Attorney
QUAIL RUN ASSOCIATES

By William R. Seach
William R. Seach, President of Seach
Development Company, Partner
UNIT 11-F

John W. Hoffman
John W. Hoffman

Gayle P. Hoffman
Gayle P. Hoffman
by their Attorney
QUAIL RUN ASSOCIATES

By William R. Seach
William R. Seach, President of Seach
Development Company, Partner
UNIT 11-H

Daniel M. Devine
Daniel M. Devine
by his Attorney
QUAIL RUN ASSOCIATES

By William R. Seach
William R. Seach, President of Seach
Development Company, Partner

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF ALLEGHENY) ss.

On this 27th day of August, A.D. 1979, before me, a Notary Public, the undersigned officer, personally appeared Edward M. Ryan, who acknowledged himself to be President of Penn-Clair Construction Company, a Pennsylvania corporation, and partner of Quail Run Associates, a Pennsylvania partnership, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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

Lillian C. Zimmer (SEAL)
Notary Public
Lillian C. Zimmer, Notary Public
Barnet Park Boro, Allegheny County
My Commission Expires Sept. 20, 1981
Member Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF ALLEGHENY) ss.

On this 27th day of August, A.D. 1979, before me, a Notary Public, the undersigned officer, personally appeared Ronald W. Sopko, who acknowledged himself to be a partner of Quail Run Associates, a Pennsylvania partnership, and that he executed the foregoing instrument for the purposes therein contained.

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

Lillian C. Zimmer (SEAL)
Notary Public
Lillian C. Zimmer, Notary Public
Barnet Park Boro, Allegheny County
My Commission Expires Sept. 20, 1981
Member Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) ss.

On this 27th day of August, A.D. 1979, before me, a Notary Public, the undersigned officer, personally appeared William R. Seach who acknowledged himself to be President of Seach Development Company, a Pennsylvania corporation, and partner of Quail Run Associates, a Pennsylvania partnership, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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

Lillian C. Zimmerman
Notary Public (SEAL)
Lillian C. Zimmerman, Notary Public
Bethel Park Area, Allegheny County
My Commission Expires Sept. 20, 1981
Member Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) ss.

On this 27th day of August, 1979, before me, a Notary Public, the undersigned officer, personally appeared William R. Seach, who acknowledged himself to be President of Seach Development Company, a Pennsylvania corporation and partner of Quail Run Associates, a Pennsylvania partnership, and that he as such President, being authorized to do so, executed the foregoing instrument therein contained by signing the name of the partnership as attorney for the unit owners set forth therein by himself as President.

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

Lillian C. Zimmerman
Notary Public (SEAL)
Lillian C. Zimmerman, Notary Public
Bethel Park Area, Allegheny County
My Commission Expires Sept. 20, 1981
Member Pennsylvania Association of Notaries

DESCRIPTION OF PROPERTY
QUAIL RUN - PHASE II

ALL that certain parcel or tract of land situate in Peters Township, Washington County, Pennsylvania, being bounded and described as follows:

BEGINNING at a point of line of property, now or formerly, of Patterson, said point being the following two (2) courses and distances from the Westerly right of way line of the Pennsylvania and Lake Erie Railroad Co., at its intersection with the centerline of Sugar Camp Road:

1. N 73° 29' W, a distance of 651.37 feet along the centerline of Sugar Camp Road;

2. N 07° 25' E, a distance of 980.00 feet to said point of beginning, thence from said point of beginning and thru property of which this was formerly a part, S 67° 00' E, a distance of 705.00 feet to a point; thence by same, N 13° 26' 13" E, a distance of 501.11 feet to a point; thence N 03° 03' W, a distance of 623.85 feet to a point; thence S 49° 00' W, a distance of 931.60 feet to a point at property, now or formerly of Patterson; thence S 07° 25' W, a distance of 225.60 feet to a point at the place of beginning.

Containing 11.154 Acres.

Exhibit "B"

| <u>Unit Designation</u> | <u>Initial Percentage Interests in Common Elements</u> | <u>Current Percentage Interests in Common Elements</u> |
|-------------------------|--|--|
| Phase I | | |
| 1-A | 1.408% | |
| 1-B | 1.408% | .654% |
| 1-C | 1.408% | .654% |
| 1-D | 1.408% | .654% |
| 2-A | 1.408% | |
| 2-B | 1.408% | .654% |
| 2-C | 1.408% | .654% |
| 2-D | 1.408% | .654% |
| 3-A | 1.408% | |
| 3-B | 1.408% | .654% |
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| 4-G | 1.408% | .654% |
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| 6-F | 1.408% | .654% |
| 7-A | 1.408% | |
| 7-B | 1.408% | .654% |
| 7-C | 1.408% | .654% |
| 7-D | 1.408% | .654% |
| 7-E | 1.408% | .654% |
| 7-F | 1.408% | .654% |

Exhibit "B"

| <u>Unit Designation</u> | <u>Current Percentage Interests in Common Elements</u> |
|--|--|
| 20-A | .6541 |
| 20-B | .6541 |
| 20-C | .6541 |
| 20-D | .6541 |
| 20-E | .6541 |
| 20-F | .6541 |
| 20-G | .6541 |
| 20-H | .6541 |
| | |
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| 21-B | .6541 |
| 21-C | .6541 |
| 21-D | .6541 |
| 21-E | .6541 |
| 21-F | .6541 |
| | |
| 22-A | .6541 |
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| 22-C | .6541 |
| 22-D | .6541 |
| 22-E | .6541 |
| 22-F | .6541 |
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| 23-A | .6541 |
| 23-B | .6541 |
| 23-C | .6541 |
| 23-D | .6541 |
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| 24-A | .6541 |
| 24-B | .6541 |
| 24-C | .6541 |
| 24-D | .6541 |
| 24-E | .6541 |
| 24-F | .6541 |
| | |
| 25-A | .6541 |
| 25-B | .6541 |
| 25-C | .6541 |
| 25-D | .6541 |
| | |
| 40-A | .6541 |
| 40-B | .6541 |
| 40-C | .6541 |
| 40-D | .6541 |
| 40-E | .6541 |
| 40-F | .6541 |
| 40-G | .6541 |
| <u>40-H</u> | <u>.6541</u> |
| TOTAL Phase II - 82 Units | TOTAL 100. 8 |
| TOTAL Units Phase I and Phase II - 153 | |

Exhibit "B" (continued)

| <u>Unit Designation</u> | <u>Initial Percentage Interests in Common Elements</u> | <u>Current Percentage Interests in Common Elements</u> |
|-------------------------|--|--|
| Phase I (cont'd) | | |
| 8-A | 1.408% | .654% |
| 8-B | 1.408% | .654% |
| 8-C | 1.408% | .654% |
| 8-D | 1.408% | .654% |
| 8-E | 1.408% | .654% |
| 9-A | 1.408% | .654% |
| 9-B | 1.408% | .654% |
| 9-C | 1.408% | .654% |
| 9-D | 1.408% | .654% |
| 9-E | 1.408% | .654% |
| 9-F | 1.408% | .654% |
| 11-A | 1.408% | .654% |
| 11-B | 1.408% | .654% |
| 11-C | 1.408% | .654% |
| 11-D | 1.408% | .654% |
| 11-E | 1.408% | .654% |
| 11-F | 1.408% | .654% |
| 11-G | 1.408% | .654% |
| 11-H | 1.408% | .654% |
| 12-A | 1.408% | .654% |
| 12-B | 1.408% | .654% |
| 12-C | 1.408% | .654% |
| 12-D | 1.408% | .654% |
| 12-E | 1.408% | .654% |
| 12-F | 1.408% | .654% |
| 13-A | 1.408% | .654% |
| 13-B | 1.408% | .654% |
| 13-C | 1.408% | .654% |
| 13-D | 1.408% | .654% |
| 13-E | 1.408% | .654% |

TOTAL Phase I - 71 Units

Exhibit "B" (continued)

| | | | | |
|-------------|---|--|--|--|
| <p>1770</p> | <p>WILLIAM EDNA M. MALONE 17001 8th St. Rd. (Off) 17001 8th St. Rd. (Off) 17001 8th St. Rd. (Off)</p> | | <p>DEPARTMENT OF REVENUE STATE OF PENNSYLVANIA HARRISBURG, PA. 17103</p> | |
|-------------|---|--|--|--|

STATE OF PENNSYLVANIA
COUNTY OF WASHINGTON

Recorded on this 24th day of September 1974 at the Recorder's
Office of the said County, in Deed Book Volume 1955 page

Given under my hand and seal of the said office



John A. ...

AMENDMENT NO. 2 TO DECLARATION OF CONDOMINIUM FOR
QUAIL RUN PHASE NO. 1

DECLARATION OF CONDOMINIUM
QUAIL RUN PHASE III. 02455

This Declaration, made on the date hereinafter set forth by QUAIL RUN ASSOCIATES, a general partnership formed under the laws of the Commonwealth of Pennsylvania, hereinafter referred to as "Declarant,"

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property located off Sugar Camp Road, Peters Township, Washington County, Pennsylvania, which is more particularly described in Exhibit "A" attached hereto which is made a part hereof;

WHEREAS, in accordance with the provisions of the Pennsylvania Unit Property Act (68 P.S. § 700.101 et seq.), hereinafter referred to as the "Act", Declarant filed a Declaration of Condominium, Declaration Plan and Code of Regulations for property under the name of QUAIL RUN and QUAIL RUN PHASE NO. 1, said documents being recorded in the Office of the Recorder of Deeds in Washington County, Pennsylvania, in Deed Book Volume 1888 at page 152, Plan Book Volume 16 at page 92, and Deed Book Volume 1888 at page 186, respectively, (such documents hereinafter referred to as "Condominium Documents");

WHEREAS, in accordance with the provisions of the "Act", Declarant filed Amendment No. 1 to Declaration of Condominium for Quail Run Phase No. 1, Declaration of Condominium Quail Run Phase II and Amendment No. 1 to Declaration Plan of Quail Run, Declaration Plan of Quail Run Phase II, said Amendments being recorded

RECORDED
MAR 25 1981 11:26 A.M.
OLGA O. WOODWARD
RECORDER
WASHINGTON CO., PA.

AMENDMENT NO. 2 TO DECLARATION OF CONDOMINIUM FOR
QUAIL RUN PHASE NO. 1

DECLARATION OF CONDOMINIUM
QUAIL RUN PHASE III

This Declaration, made on the date hereinafter set forth by QUAIL RUN ASSOCIATES, a general partnership formed under the laws of the Commonwealth of Pennsylvania, hereinafter referred to as "Declarant,"

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property located off Sugar Camp Road, Peters Township, Washington County, Pennsylvania, which is more particularly described in Exhibit "A" attached hereto which is made a part hereof;

WHEREAS, in accordance with the provisions of the Pennsylvania Unit Property Act (68 P.S. § 700.101 et seq.), hereinafter referred to as the "Act", Declarant filed a Declaration of Condominium, Declaration Plan and Code of Regulations for property under the name of QUAIL RUN and QUAIL RUN PHASE NO. 1, said documents being recorded in the Office of the Recorder of Deeds in Washington County, Pennsylvania, in Deed Book Volume 1888 at page 152, Plan Book Volume 16 at page 92, and Deed Book Volume 1888 at page 186, respectively, (such documents hereinafter referred to as "Condominium Documents");

WHEREAS, in accordance with the provisions of the "Act", Declarant filed Amendment No. 1 to Declaration of Condominium for Quail Run Phase No. 1, Declaration of Condominium Quail Run Phase II and Amendment No. 1 to Declaration Plan of Quail Run, Declaration Plan of Quail Run Phase II, said Amendments being recorded

in the Office of the Recorder of Deeds in Washington County, Pennsylvania, in Deed Book Volume 1955, at page 236 and Plan Book Volume 17, at page 66, respectively;

WHEREAS, Declarant has filed a plat covering the property called Quail Run Plan No. 3 recorded in the Recorder of Deeds Office of Washington County, Pennsylvania, in Plan Book Volume 19, page 121, said property also described in Exhibit "A" attached hereto;

WHEREAS, simultaneously with the filing of this Amendment, Declarant is filing an Amendment to the above-described Declaration Plan entitled Amendment No. 2 to Declaration Plan of Quail Run, Declaration Plan of Quail Run Phase III (hereinafter referred to as Amendment No. 2 to Declaration Plan), which Amendment includes the property described in Exhibit "A" attached hereto;

WHEREAS, Declarant desires to submit to the provisions of the Act the property described in Exhibit "A" hereto and to the extent applicable, the Uniform Condominium Act, Act of July 2, 1980, No. 82, 68 Pa. C.S.A. § 3101 et seq. (hereinafter referred to as Uniform Act) as an addition to the property described in the Condominium Documents;

WHEREAS, the property described in Exhibit "A" hereto is part of the property described on Sheet No. 1 of the Declaration Plan recorded in the Recorder's Office of Washington County in Plan Book Volume 16 at page 92; and

WHEREAS, Article XV of the said Declaration reads in part as follows:

Section 2. Change in Percentage of Common Elements. Any amendment which would alter the percentage of undivided interests in the Common Elements may be made by the recording of such an amendment signed by all the Unit Owners affected thereby, or signed on behalf of such Unit Owners pursuant to a Power of Attorney as set forth in Section 4 of this Article.

Section 3. Amendment to Submit Additional Property. The Unit Owners agree that, at any time within ten (10) years after the date of recording of this Declaration, they will execute an amendment or amendments to this Declaration and the Declaration Plan which (a) submits to the provisions of the Act all or any portion of the additional property shown on Sheet No. 1 of the Declaration Plan not theretofore submitted to the provisions of the Act, (b) provide for additional Units on the additional property submitted or (c) revise the Declaration Plan or Declaration to show the location of the Buildings, roads, recreation facilities and any other improvements to the Property as built, erected and installed. Any additional property so submitted shall be and become part of QUAIL RUN. Any such amendment or amendments shall provide for no more than a total of three hundred thirty (330) Units in QUAIL RUN, all of which Units shall be townhouses as shown on the Declaration Plan, and shall reallocate the percentage ownership of the Common Elements in QUAIL RUN among all of the Unit Owners on the same basis as the same has been determined for purposes of Exhibit "B" hereof.

Section 4. Power of Attorney. To assure unto the Declarant and to all other Unit Owners the ability to submit the additional property referred to in Section 3 of this Article to the provisions of the Act and provide for additional Units thereon on the terms and conditions therein contained, and to revise the Declaration and Declaration Plan as provided in Section 3 of this Article, each Unit Owner, by acceptance of a deed to a Unit, does grant unto the Declarant an irrevocable Power of Attorney, which the Unit Owners agree is coupled with an interest, to execute, acknowledge and record in his name and on his behalf any amendment to this Declaration and the Declaration Plan made pursuant to and in accordance with the terms of Section 3 of this Article.

WHEREAS, the property described on Exhibit "A" hereto is within the area referred to in said Article XV of the Declaration, the filing of this Amendment No. 2 to Declaration is

made within ten years of the date of recording of the Declaration which was November 22, 1978, and all of the terms, provisions and conditions of Article XV of the Declaration with respect to annexation have been met.

NOW, THEREFORE, Declarant hereby declares that all of the property described in Exhibit "A" to this Amendment to Declaration shall be held, sold and conveyed subject to all of the provisions contained in the Condominium Documents and the Act and the Uniform Act as such may be amended from time to time.

ARTICLE I

Definitions

Section 1. Declaration shall mean and refer to the Declaration of Condominium for Quail Run Phase No. 1 as well as Amendment No. 1 to Declaration of Condominium for Quail Run Phase No. 1, Declaration of Condominium Quail Run Phase II wherein the Declarant is QUAIL RUN ASSOCIATES, a general partnership formed under the laws of the Commonwealth of Pennsylvania.

Section 2. Unless the context clearly indicates otherwise, the words and phrases used in this Amendment to Declaration have the same meaning as the identical words and phrases in the Declaration.

Section 3. This Amendment No. 2 to Declaration of Condominium for Quail Run Phase No. 1, Declaration of Condominium Quail Run Phase III, for purposes of Article XV of the Declaration, shall be deemed to be an Amendment to the Declaration with respect to the property described herein.

ARTICLE II

Interest in Common Elements, Code of Regulations

Every Unit Owner of Quail Run Phase III shall be allotted an interest in the Common Elements as set forth in Exhibit "B" attached hereto. Each Owner of a Unit in Quail Run Phase I and Phase II shall have his interest in the Common Elements revised as reflected on Exhibit "B" attached hereto. Each Unit Owner in Quail Run Phase I, Quail Run Phase II and Quail Run Phase III shall be subject to the Code of Regulations of Quail Run Phase I as recorded in the Recorder of Deeds Office of Washington County in Deed Book Volume 1888, beginning at page 180

ARTICLE III

Joinder

All of the Unit Owners of Units in QUAIL RUN PHASE NO. 1 and QUAIL RUN PHASE II as of the date hereof join in this Amendment No. 2 to Declaration by their attorney, QUAIL RUN ASSOCIATES.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein and current Unit Owners in Quail Run Phase I and Quail Run Phase II have hereunto caused the execution of these presents this 24th day of MARCH, 1981.

DECLARANT:

QUAIL RUN ASSOCIATES, a
Pennsylvania General Partnership
consisting of:

Attest:

PENN-CLAIR CONSTRUCTION COMPANY

James R. Sims
James R. Sims, Secretary

By: Edward M. Ryan
Edward M. Ryan, President of
Penn-Clair Construction
Company, Partner

Witness: Edna M. Malone

Ronald Sopko
Ronald Sopko

Attest:

SEACH DEVELOPMENT COMPANY

Edna M. Malone
Edna M. Malone, Secretary

By: William R. Seach
William R. Seach, President of
Seach Development Company,
Partner

(Signatures Continued)

EXHIBIT "A"

DESCRIPTION OF PROPERTY
QUAIL RUN - PHASE III

ALL that certain tract of land situate in Peters Township, County of Washington and Commonwealth of Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point being the common corner of land herein described, land of Quail Run Plan No. 1 (as the same is recorded in the Washington County Recorder of Deeds Office in Plan Book Volume 14, pages 78 and 79), and being on the Northwesterly right of way line of the Pittsburgh and Lake Erie Railroad, said point of beginning also being located along said Northwesterly right of way line the following two (2) courses and distances from the centerline of Sugar Camp Road:

1. North $56^{\circ} 25'$ East, a distance of 79.80 feet to a point;
2. North $61^{\circ} 45'$ East, a distance of 425.00 feet to a point being the above-mentioned point of beginning;

thence from said point of beginning along said Quail Run Plan No. 1, North $73^{\circ} 29'$ West, a distance of 423.00 feet to a point; thence by the same, North $39^{\circ} 00'$ West, a distance of 374.00 feet to a point; thence by the same, North $11^{\circ} 31' 40''$ East, a distance of 351.57 feet to a point; thence by line of Quail Run Plan No. 2 (as the same is recorded in Plan Book Volume 17, page 20) South $67^{\circ} 00'$ East, a distance of 305.00 feet to a point; thence by the same, North $13^{\circ} 26' 13''$ East, a distance of 501.11 feet to a point; thence by the Southerly line of Sugar Brooke Plan of Lots (as the same is recorded in Plan Book Volume 17, pages 6 and 7), North $87^{\circ} 13' 55''$ East, a distance of 736.97 feet to a point; thence along the Westerly right of way line of the Pittsburgh and Lake Erie Railroad by a curve to the right and having a radius of 1086.28 feet for an arc distance of 828.06 feet (chord of said curve being South $11^{\circ} 38' 44''$ West, a distance of 808.15 feet) to a point;

EXHIBIT "B"

| <u>Unit Designation</u> | <u>Percentage Interests in Common Elements Before Recording Amendment No. 2</u> | <u>Percentage Interests in Common Elements Upon Recording Amendment No. 2</u> |
|-----------------------------|---|---|
| Phase I | | |
| 1-A | .654% | .30% |
| 1-B | .654% | .30% |
| 1-C | .654% | .30% |
| 1-D | .654% | .30% |
| 2-A | .654% | .30% |
| 2-B | .654% | .30% |
| 2-C | .654% | .30% |
| 2-D | .654% | .30% |
| 3-A | .654% | .30% |
| 3-B | .654% | .30% |
| 3-C | .654% | .30% |
| 3-D | .654% | .30% |
| 3-E | .654% | .30% |
| 3-F | .654% | .30% |
| 3-G | .654% | .30% |
| 3-H | .654% | .30% |
| 4-A | .654% | .30% |
| 4-B | .654% | .30% |
| 4-C | .654% | .30% |
| 4-D | .654% | .30% |
| 4-E | .654% | .30% |
| 4-F | .654% | .30% |
| 4-G | .654% | .30% |
| 5-A | .654% | .30% |
| 5-B | .654% | .30% |
| 5-C | .654% | .30% |
| 5-D | .654% | .30% |
| 5-E | .654% | .30% |
| 5-F | .654% | .30% |
| 6-A | .654% | .30% |
| 6-B | .654% | .30% |
| 6-C | .654% | .30% |
| 6-D | .654% | .30% |
| 6-E | .654% | .30% |
| 6-F | .654% | .30% |
| 7-A | .654% | .30% |
| 7-B | .654% | .30% |
| 7-C | .654% | .30% |
| 7-D | .654% | .30% |
| 7-E | .654% | .30% |
| 7-F | .654% | .30% |

EXHIBIT "A"
DESCRIPTION OF PROPERTY
QUAIL RUN - PHASE III

(Continued)

thence by the same, South $56^{\circ} 31'$ East, a distance of 10.00 feet to a point; thence by the same by a curve to the right having a radius of 1096.28 feet for an arc distance of 438.80 feet (chord of said curve being South $44^{\circ} 57' 00''$ West, a distance of 435.88 feet) to a point; thence by the same, South $61^{\circ} 45'$ West, a distance of 118.44 feet to a point at the place of beginning.

CONTAINING 21.8678 Acres.

EXHIBIT "B"

(Continued)

| <u>Unit Designation</u> | <u>Percentage Interests in Common Elements Before Recording Amendment No. 2</u> | <u>Percentage Interests in Common Elements Upon Recording Amendment No. 2</u> |
|-------------------------|---|---|
| | 8-A | .654% |
| | 8-B | .654% |
| R | 8-C | .654% |
| | 8-D | .654% |
| | 8-E | .654% |
| | 9-A | .654% |
| | 9-B | .654% |
| R | 9-C | .654% |
| | 9-D | .654% |
| | 9-E | .654% |
| | 9-F | .654% |
| | 11-A | .654% |
| | 11-B | .654% |
| | 11-C | .654% |
| | 11-D | .654% |
| | 11-E | .654% |
| | 11-F | .654% |
| | 11-G | .654% |
| | 11-H | .654% |
| | 12-A | .654% |
| | 12-B | .654% |
| R | 12-C | .654% |
| | 12-D | .654% |
| | 12-E | .654% |
| | 12-F | .654% |
| | 13-A | .654% |
| | 13-B | .654% |
| R | 13-C | .654% |
| | 13-D | .654% |
| | 13-E | .654% |

TOTAL Phase I - 71 Units

EXHIBIT "B"

(Continued)

| <u>Unit Designation</u> | <u>Percentage Interests in Common Elements Before Recording Amendment No. 2</u> | <u>Percentage Interests in Common Elements Upon Recording Amendment No. 2</u> | |
|-------------------------|---|---|------|
| Phase II | | | |
| R | 10-A | .654% | .30% |
| | 10-B | .654% | .30% |
| | 10-C | .654% | .30% |
| | 10-D | .654% | .30% |
| | 10-E | .654% | .30% |
| | 10-F | .654% | .30% |
| | 10-G | .654% | .30% |
| R | 14-A | .654% | .30% |
| | 14-B | .654% | .30% |
| | 14-C | .654% | .30% |
| | 14-D | .654% | .30% |
| | 14-E | .654% | .30% |
| R | 15-A | .654% | .30% |
| | 15-B | .654% | .30% |
| | 15-C | .654% | .30% |
| | 15-D | .654% | .30% |
| R | 16-A | .654% | .30% |
| | 16-B | .654% | .30% |
| | 16-C | .654% | .30% |
| | 16-D | .654% | .30% |
| | 16-E | .654% | .30% |
| R | 17-A | .654% | .30% |
| | 17-B | .654% | .30% |
| | 17-C | .654% | .30% |
| | 17-D | .654% | .30% |
| | 17-E | .654% | .30% |
| | 17-F | .654% | .30% |
| | 17-G | .654% | .30% |
| R | 18-A | .654% | .30% |
| | 18-B | .654% | .30% |
| | 18-C | .654% | .30% |
| | 18-D | .654% | .30% |
| | 18-E | .654% | .30% |
| | 18-F | .654% | .30% |
| R | 19-A | .654% | .30% |
| | 19-B | .654% | .30% |
| | 19-C | .654% | .30% |
| | 19-D | .654% | .30% |
| | 19-E | .654% | .30% |
| | 19-F | .654% | .30% |

EXHIBIT "B"

(Continued)

| <u>Unit Designation</u> | <u>Percentage Interests in Common Elements Upon Recording Amendment No. 2</u> |
|-----------------------------|---|
| Phase III | |
| 26-A | .30% |
| 26-B | .30% |
| 26-C | .30% |
| 26-D | .30% |
| 26-E | .30% |
| 27-A | .30% |
| 27-B | .30% |
| 27-C | .30% |
| 27-D | .30% |
| 27-E | .30% |
| 28-A | .30% |
| 28-B | .30% |
| 28-C | .30% |
| 28-D | .30% |
| 28-E | .30% |
| 28-F | .30% |
| 28-G | .30% |
| 28-H | .30% |
| 29-A | .30% |
| 29-B | .30% |
| 29-C | .30% |
| 29-D | .30% |
| 29-E | .30% |
| 29-F | .30% |
| 29-G | .30% |
| 29-H | .30% |
| 30-A | .30% |
| 30-B | .30% |
| 30-C | .30% |
| 30-D | .30% |
| 30-E | .30% |
| 30-F | .30% |
| 30-G | .30% |
| 30-H | .30% |
| 31-A | .30% |
| 31-B | .30% |
| 31-C | .30% |
| 31-D | .30% |
| 31-E | .30% |
| 31-F | .30% |
| 31-G | .30% |
| 31-H | .30% |

EXHIBIT "B"

(Continued)

| <u>Unit Designation</u> | <u>Percentage Interests in Common Elements Before Recording Amendment No. 2</u> | <u>Percentage Interests in Common Elements Upon Recording Amendment No. 2</u> |
|-------------------------|---|---|
| 20-A | .654% | .30% |
| 20-B | .654% | .30% |
| 20-C | .654% | .30% |
| 20-D | .654% | .30% |
| 20-E | .654% | .30% |
| 20-F | .654% | .30% |
| 20-G | .654% | .30% |
| 20-H | .654% | .30% |
| 21-A | .654% | .30% |
| 21-B | .654% | .30% |
| 21-C | .654% | .30% |
| 21-D | .654% | .30% |
| 21-E | .654% | .30% |
| 21-F | .654% | .30% |
| 22-A | .654% | .30% |
| 22-B | .654% | .30% |
| 22-C | .654% | .30% |
| 22-D | .654% | .30% |
| 22-E | .654% | .30% |
| 22-F | .654% | .30% |
| 23-A | .654% | .30% |
| 23-B | .654% | .30% |
| 23-C | .654% | .30% |
| 23-D | .654% | .30% |
| 24-A | .654% | .30% |
| 24-B | .654% | .30% |
| 24-C | .654% | .30% |
| 24-D | .654% | .30% |
| 24-E | .654% | .30% |
| 24-F | .654% | .30% |
| 25-A | .654% | .30% |
| 25-B | .654% | .30% |
| 25-C | .654% | .30% |
| 25-D | .654% | .30% |
| 40-A | .654% | .30% |
| 40-B | .654% | .30% |
| 40-C | .654% | .30% |
| 40-D | .654% | .30% |
| 40-E | .654% | .30% |
| 40-F | .654% | .30% |
| 40-G | .654% | .30% |
| 40-H | .654% | .30% |

TOTAL Phase II - 82 Units

EXHIBIT "B"

(Continued)

Percentage Interests
in Common Elements Upon
Recording Amendment No. 2

Unit
Designation

| | |
|------|------|
| | .30% |
| 39-A | .30% |
| 39-B | .30% |
| 39-C | .30% |
| 39-D | .30% |
| 39-E | .30% |
| 39-F | .30% |
| | .30% |
| 41-A | .30% |
| 41-B | .30% |
| 41-C | .30% |
| 41-D | .30% |
| 41-E | .30% |
| 41-F | .30% |
| 41-G | .30% |
| 41-H | .30% |
| | .30% |
| 42-A | .30% |
| 42-B | .30% |
| 42-C | .30% |
| 42-D | .30% |
| 42-E | .30% |
| 42-F | .30% |
| 42-G | .30% |
| 42-H | .30% |
| | .30% |
| 43-A | .30% |
| 43-B | .30% |
| 43-C | .30% |
| 43-D | .30% |
| 43-E | .30% |
| 43-F | .30% |
| 43-G | .30% |
| 43-H | .30% |
| 43-I | .30% |
| | .30% |
| 44-A | .30% |
| 44-B | .30% |
| 44-C | .30% |
| 44-D | .30% |
| 44-E | .30% |
| 44-F | .30% |
| 44-G | .30% |
| 44-H | .30% |
| 44-I | .30% |
| | .30% |
| 45-A | .30% |
| 45-B | .30% |
| 45-C | .30% |
| 45-D | .30% |
| 45-E | .30% |
| 45-F | .30% |
| 45-G | .30% |
| 45-H | .30% |

EXHIBIT "B"

(Continued)

| <u>Unit Designation</u> | <u>Percentage Interests in Common Elements Upon Recording Amendment No. 2</u> |
|-------------------------|---|
| 32-A | .30% |
| 32-B | .30% |
| 32-C | .30% |
| R 32-D | .30% |
| 32-E | .30% |
| 32-F | .30% |
| 32-G | .30% |
| 32-H | .30% |
| 33-A | .30% |
| 33-B | .30% |
| 33-C | .30% |
| 33-D | .30% |
| 33-E | .30% |
| 34-A | .30% |
| 34-B | .30% |
| 34-C | .30% |
| R 34-D | .30% |
| 34-E | .30% |
| 34-F | .30% |
| 34-G | .30% |
| 34-H | .30% |
| 35-A | .30% |
| 35-B | .30% |
| 35-C | .30% |
| 35-D | .30% |
| 35-E | .30% |
| 35-F | .30% |
| 35-G | .30% |
| 35-H | .30% |
| 36-A | .30% |
| 36-B | .30% |
| 36-C | .30% |
| 36-D | .30% |
| 36-E | .30% |
| 36-F | .30% |
| 36-G | .30% |
| 36-H | .30% |
| 37-A | .30% |
| 37-B | .30% |
| 37-C | .30% |
| 37-D | .30% |
| 37-E | .30% |
| 37-F | .30% |
| 38-A | .30% |
| 38-B | .30% |
| 38-C | .30% |
| 38-D | .30% |
| 38-E | .30% |
| 38-F | .30% |
| 38-G | .30% |
| 38-H | .30% |

EXHIBIT "B"

(Continued)

| Unit Designation | Percentage Interests in Common Elements Upon Recording Amendment No. 2 |
|------------------|--|
| 46-A | .30% |
| 46-B | .30% |
| 46-C | .30% |
| R 46-D | .30% |
| 46-E | .30% |
| EDM 46-F | .30% |
| 46-G | .30% |
| 46-H | .30% |
| 47-A | .30% |
| R 47-B | .30% |
| 47-C | .30% |
| EDM 47-D | .30% |
| 47-E | .30% |
| 47-F | .30% |
| 48-A | .30% |
| R 48-B | .30% |
| 48-C | .30% |
| EDM 48-D | .30% |
| 48-E | .30% |
| 48-F | .30% |
| 48-G | .30% |
| 48-H | .30% |
| 49-A | .30% |
| R 49-B | .30% |
| 49-C | .30% |
| EDM 49-D | .30% |
| 49-E | .30% |
| 49-F | .30% |
| 49-G | .30% |
| 49-H | .30% |
| R 50-A | .30% |
| 50-B | .30% |
| EDM 50-C | .30% |
| 50-D | .30% |
| 50-E | .30% |
| 50-F | .30% |
| TOTAL | ----- 100.00% |

TOTAL PHASE III - 177 Units

TOTAL UNITS PHASE I, PHASE II, AND PHASE III = 330 UNITS

AMENDMENT NO. 3 TO DECLARATION OF CONDOMINIUM
FOR QUAIL RUN

WHEREAS, Quail Run, {hereinafter called "Quail Run"} was created by filing under the Pennsylvania Unit Property Act {68 P.S. § 700.101, et seq.} a Declaration of Condominium in the Office of the Recorder of Deeds of Washington County, Pennsylvania on November 22, 1978 at Deed Book Volume 1888, page 152, and amended as follows:

| | | |
|---------------|----------|--------|
| 1st Amendment | DBV 1955 | PG 236 |
| 2nd Amendment | DBV 2023 | PG 267 |

Amendments only adding parcels to said Condominium; and

WHEREAS, Quail Run Associates, the "Declarant" of Quail Run no longer owns any units, and more than ten {10} years have elapsed since the inception and Declaration of Quail Run;

WHEREAS, ARTICLE III, Section 2{h} of the Code of Regulations grants Council "to take any and all other actions necessary to manage the business, operations, or affairs of QUAIL RUN";

WHEREAS, in the operation and governance of QUAIL RUN, it has been found to be desirable to amend and modify this Declaration of Condominium; and

WHEREAS, under ARTICLE XV, Section 1, of the Declaration of Condominium, by two-thirds {2/3} vote of all the Unit Owners, a Resolution was duly adopted to amend the Declaration;

NOW THEREFORE, Quail Run does hereby declare and amend its Declaration of Condominium as follows:

1. Delete the section under ARTICLE I, Section 6, "Council"., page no. 4, and insert in its place the following:

"Section 6. "Council" means a board of natural individuals of the number stated in the Code of Regulations who are residents of Pennsylvania, who shall be a Unit Owner or the spouse of a Unit Owner, or if a Unit Owner shall be a corporation, partnership or trust, then an officer, partner or agent of such Unit Owner, and shall manage the business, operations and affairs of the Property on behalf of the Unit Owners and in compliance with the Act."

2. Delete the section under ARTICLE I, Section 16, "Two-thirds" or "Two-thirds vote of the Unit Owners", page no. 5, and insert in its place the following:

"Section 16. "Two-thirds" or "Two-thirds vote of the Unit Owners" means sixty-six and two-thirds percent (or 220 Unit Owners) or a vote of sixty-six and two-thirds percent of the total interests in the Common Elements (or 220 Unit Owners) as specified in this Declaration."

3. Delete the section under ARTICLE IV, Section 4, Use of Common Elements., page no. 10, and insert in its place the following:

"Section 4. Use of Common Elements. The Common Elements may be used by all Unit Owners and tenants, their families, guests and invitees, subject to the Code of Regulations and such rules as may be established by the Council."

4. Amend the section under ARTICLE V, Section 2, Alterations or Improvements, page no. 12, by adding the following after "two-thirds {2/3}":

", or 220 Unit Owners,"

5. Delete the section under ARTICLE VII, Easements, Section 4. Declarant's Easements., page no. 14.

{a} Notwithstanding the fact that this section is not republished and therefore repealed, because all Declarant's rights have lapsed, all amendments to the Declaration previously made shall be subject to all the terms and conditions affecting this ARTICLE VII, Easements, Sections 1, 2, and 3, previously recorded.

6. Delete the section under ARTICLE VIII, Council and Voting, Section 1. First Council Members, page no. 14.

{a} Unit Property Act applies.

7. Delete the section under ARTICLE XV, Section 1, Procedure, page no. 22, and insert in its place the following:

"Section 1. Procedure. Subject to the further provisions of this Article, any amendment to the Declaration, other than an amendment which would alter the percentage of undivided interests in the Common Elements, may be made only upon Resolution duly adopted by a two-thirds (2/3), or 220 Unit Owners, vote. No such amendment shall be effective until duly recorded. Amendment proposal ballot shall be mailed to Unit Owners via U.S. Postal Service. The return addressed envelope to Quail Run in which the completed ballot is enclosed shall display the building and unit identification on the exterior lower left hand corner of envelope. Upon receipt of the ballot by the Association, ballot receipt for Unit is recorded on the control record before ballot is placed in ballot box for counting. The control record is utilized to notify Unit Owners by U.S. Postal Service, when necessary, to return completed ballot."

8. Delete under ARTICLE XV, Amendment, the following:

**Section 2. Change in Percentage of Common Elements. page no. 23;
Section 3. Amendment to Submit Additional Property, page no. 23; and
Section 4. Power of Attorney., page no. 24.**

{a} Notwithstanding the fact that these Sections are not republished and therefore are repealed, because all Declarant rights have lapsed, and Quail Run has reached its planned maximum size of 330 Units, all amendments to the Declaration previously made and all Units added shall be subject to all the terms and conditions of this Article previously recorded.

9. Unless the context clearly indicates otherwise, the words and phrases used in this Amendment to Declaration of Condominium have the same meaning as the identical words and phrases have in the Declaration and the Code of Regulations, recorded with respect to the Proprety known as Quail Run.

10. In all other respects the provisions of the aforesaid original Declaration of Condominium, recorded in the Recorder of Deeds Office, Washington County in Deed Book Volume 1888, page 152, are confirmed.

IN WITNESS WHEREOF, the undersigned, being all the current members of the Council of QUAIL RUN, have adopted the foregoing Third Amendment to the Declaration of Condominium, and have set our hands and seals hereto this 13th day of February, 1990.

WITNESS:

QUAIL RUN

Charlotte A. Orcutt
Review Committee Member

James H. Carpenter {SEAL}
President, Quail Run Council

Lisa J. Reed
Review Committee Member

Victoria A. Cuskey {SEAL}
Secretary, Quail Run Council

[Signature]
Review Committee Member

[Signature] {SEAL}
Treasurer, Quail Run Council

[Signature]
Review Committee Member

Frank Stevens {SEAL}
Member, Quail Run Council

[Signature]
Review Committee Member

[Signature] {SEAL}
Member, Quail Run Council

[Signature]
Review Committee Member

002615

COMMONWEALTH OF PENNSYLVANIA }
 } §
 COUNTY OF WASHINGTON }

Before me, a Notary Public, the undersigned officer, personally appeared **JAMES CARPENTER, FRANK STEVENS, VICKY CUSHEY, THOMAS FRANK, AND DAVID CHRIST**, who acknowledged themselves to be all the current members of the Council of Quail Run, a Condominium, and that they, being authorized to do so, executed the foregoing Third Amendment to the Declaration of Condominium for Quail Run, a Condominium, for the purposes therein contained.

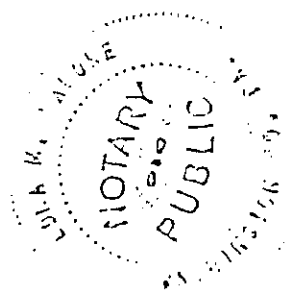
*Ad
Ack*

IN WITNESS WHEREOF, I hereunto set my hand and official seal this 13th day of February, 1990.

My Commission Expires:
 March 7, 1992

Edna M. Malone
 Notary Public

Notarial Seal
 Edna M. Malone, Notary Public
 Charters Township, Washington County
 My Commission Expires March 7, 1992
 Member, Pennsylvania Association of Notaries



RECORDED
 WASHINGTON COUNTY, PA.
 90 FEB 21 AM 10:27
Edna M. Malone
 MEMBER OF THE BOARD OF NOTARIES

RE: AMENDMENT NO. 3
TO DECLARATION OF
CONDOMINIUM FOR
QUAIL RUN

DECLARATION OF
CONDOMINIUM FOR
QUAIL RUN

MAIL TO: Quail Run
c/o Edna M. Malone
P.O. Box 520
Meadowlands, PA 15347

COMMONWEALTH OF PENNSYLVANIA)
) SS.
COUNTY OF WASHINGTON)

Recorded on this _____ day of _____, 19____, in the
Recorder's Office of said County, in Deed Book Volume _____, page _____.

Given under my hand and seal of the said office.

Recorder