

DECLARATION OF CONDOMINIUM OWNERSHIP
AND BY-LAWS
FOR
STRATH HAVEN CONDOMINIUM

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DECLARATION OF CONDOMINIUM OWNERSHIP

THIS DECLARATION made and entered into by DENNIS H. MARCHUK,
ARTHUR KINAST, and HARRY TURKINGTON, Co-Partners, hereinafter
referred to as "Declarant",

WITNESSETH THAT:

WHEREAS, the Declarant is the legal titleholder of the
following described real estate in the Township of Swarthmore,
County of Delaware, and State of Pennsylvania:

See legal description attached hereto.

ALL THAT CERTAIN tract or parcel of ground, SITUATE in the Borough of Swarthmore, County of Delaware, State of Pennsylvania, described according to a Plan of Property of C. H. A. Wildman, made by Damon and Foster, Civil Engineers, Sharon Hill, Penna., dated June 9, 1959 and revised December 23, 1968 as follows, to wit:

BEGINNING at the point of intersection of the West side of Harvard Avenue (formerly Fifty feet wide, presently Sixty feet wide), with the Northwest side of Yale Avenue (Formerly Fifty feet wide, presently Sixty feet wide); thence along the Northwest side of Yale Avenue, being along the Northwest side of a Ten feet wide strip of ground recently dedicated by the said Wildman Arms, Inc., to the Borough of Swarthmore, the Three following courses and distances, to wit: (1) South Sixty degrees, Nine minutes West, Two hundred thirty-three and six one-hundredths feet to a point of curve; (2) along the arc of a circle, curving to the left having a radius of Four hundred five feet, an arc distance of One hundred ninety-three and thirty-two one-hundredths feet to a point of tangent; (3) South Thirty-two degrees, Forty-eight minutes West, Two hundred fifty-six and sixteen one-hundredths feet to a point; thence leaving Yale Avenue and extending along land now or late of Swarthmore College the Four following courses and distances: (1) North Fifteen degrees, Thirty-four minutes, Forty seconds East, Two hundred twenty-one and seventy one-hundredths feet to a pin; (2) North Eleven degrees, Fifty-four minutes West, One hundred fifteen and fifty one-hundredths feet to a monument; (3) North Twenty-nine degrees, Twenty-four minutes West, One hundred sixty-four and sixty-nine one-hundredths feet to a monument; (4) North Six degrees, Thirty-six minutes West, Two hundred forty-two and eighteen one-hundredths feet to a monument; thence along lands now or late of Passmore Elkinton the Nine following courses and distances: (1) North Seventy-six degrees, Twenty-one minutes, Thirty seconds East, Two hundred thirty-seven and ninety-seven one-hundredths feet to a monument (2) North Twenty-seven degrees, Twenty-seven minutes, Twenty seconds West, Eighty-two and thirty-seven one-hundredths feet to a monument; (3) North Five degrees, Forty-nine minutes, Ten seconds West, Thirty-nine and fifteen one-hundredths feet to a monument; (4) North Fifty-one degrees, Forty-three minutes, Thirty seconds East, Forty-two and eighty-six one-hundredths feet to a monument; (5) South Seventy-six degrees, Twenty-four minutes, Twenty seconds East, Sixty-three and six one-hundredths feet to a monument; (6) South Seventy-four degrees, Twenty-two minutes, Fifty seconds East, Fifty-seven and sixty-six one-hundredths feet to a monument; (7) South Fifty-one degrees, Nine minutes East, Fifteen and fifty-three one-hundredths feet to a point; (8) North Forty-seven degrees, No minutes, East, Seven and seventeen one-hundredths feet to a point; (9) South Seventy-four degrees, Twenty-two minutes, Fifty seconds East, Nine and ninety-one one-hundredths feet to a point on the Westerly side of Harvard

Avenue; thence along the said side of Harvard Avenue as recently widened, being along the Westerly side of a Ten feet wide strip recently conveyed or about to be conveyed by the said Wildman Arms, Inc., to the Borough of Swarthmore for the purpose of widening the said Harvard Avenue the Two following courses and distances; (1) in a Southeasterly direction along an arc of a circle, curving to the left having a radius of Three hundred feet an arc distance of One hundred fifty-seven and thirty-five one-hundredths feet to a point of tangency (2) South Twenty-nine degrees, Fifty-four minutes East, Two hundred ninety-three and ten one-hundredths feet to the first mentioned point and place of beginning.

BEING the same premises which Cornelius H. A. Wildman, Unmarried, by Indenture bearing date the 30th day of September, A.D. 1967, and recorded in the Office of the Recorder of Deeds &c., in and for the County of Delaware, aforesaid, in Deed Book 2329, page 472, granted and conveyed unto Wildman Arms, Inc., of Swarthmore (Pennsylvania Corporation), in fee.

WHEREAS, it is the desire and intention of the Declarant to enable the property (as hereinafter defined, which includes, but is not limited to, said real estate together with the buildings, structures, improvements and other permanent fixtures of whatsoever kind now or hereafter thereon, and all rights and privileges belonging or in anywise pertaining thereto to be owned by Declarant and by each successor in interest of Declarant, under that certain type or method of ownership commonly known as "CONDOMINIUM", and to submit the Property to the provisions of the "Uniform Condominium Act" of the State of Pennsylvania 68 P.S. Section 3101 et seq., Chapter 31 to 34 inclusive Act No. 82 of July 2, 1980 P.L. _____.

WHEREAS, the Declarant has elected by this Declaration to establish, for the benefit of such Declarant and for the mutual benefit of all future unit owners or occupants of the Property, or any part thereof, which shall be known as

STRATH HAVEN CONDOMINIUM or

such other name as may be subsequently adopted pursuant to the Act by the Declarant or the Board, certain easements and rights in, over and upon said real estate and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof; and

WHEREAS, the Declarant has further elected by this Declaration to declare that the several unit owners, occupants, mortgagees and other persons acquiring any interest in the Property shall at all times enjoy the benefits of, and shall at all times hold their interests subject to the rights, easements, privileges and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of ownership and to facilitate the proper administration of such Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property.

NOW THEREFORE, for and in consideration of the covenants and restrictions herein contained and intending to be legally bound hereby, Declarant, for themselves and their heirs, executors, administrators, successors and assigns, hereby declares and submits all that certain tract or parcel of land hereinabove described together with all the buildings and improvements thereon erected and all the rights, liberties, privileges, hereditaments and easements belonging or in any way appertaining to the said Property to the provisions of the Pennsylvania "Uniform Condominium Act" approved July 2, 1980 Act No. 82, P.L. _____, 68 P.S. Section 3101 et seq., and any amendments thereto:

ARTICLE I

NAME

The name by which this Condominium is to be identified is STRATH HAVEN CONDOMINIUM.

ARTICLE II

THE PROPERTY

1. The real property subject to this Declaration is situate in the Township of Swarthmore, County of Delaware, Commonwealth of Pennsylvania, more particularly described by metes and bounds as aforesaid.

2. There is one high rise building consisting of three sections known as "Princeton", 12 stories high, "Yale", 8 stories high, and "Harvard", 7 stories high. The building shall contain a maximum of 265 residential apartment units, 60 hotel units and 20 commercial units. Presently the property consists of 61 One Bedroom/Bath Units, 12 hotel units consisting of 2 hotel rooms and 2 hotel efficiencies each, 7 hotel rooms, 137 two bedroom/2 bath units, 18 three bedroom/2 bath units, and 5 commercial office/restaurant units.

3. The land is also improved with a macadam parking lot area, driveway, lawn area, concrete service walks, foundation plantings, swimming pool, and cabana building.

ARTICLE III

DEFINITIONS

For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

(1) "Act" means the Pennsylvania "Uniform Condominium Act", Act No. 82 of July 2, 1980, P.L. _____, as amended from time to time.

(2) "Declaration" means the instrument by which the Property is submitted to the provisions of the Act, as hereinafter provided, and such Declaration as from time to time amended.

(3) "Parcel" means the parcel or tract of real estate land described in the Declaration, submitted to the provisions of the Act.

(4) "Property" means all the land, property and space comprising the Parcel, all improvements and structures erected, constructed or contained therein or thereon, including the buildings and all easements, rights, and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the unit owners, submitted to the provisions of the Act.

(5) "Unit" means a part of the Property designed and intended for residential use and identified on the Plat of Survey attached as Exhibit A.

(6) "Common Elements" means all portions of the Property except the units, including Limited Common Elements unless otherwise specified.

(7) "Person" means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

(8) "Unit Owners" means the person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a unit.

(9) "Majority" or "Majority of the Unit Owners" means the owners of more than one-half (1/2) in the aggregate in interest of the undivided ownership of the common elements. Any specified percentage of the unit owners means such percentage in the aggregate in interest of such undivided ownership.

(10) "Plat" means a plat or plats of survey of the Parcel and of all units in the Property submitted to the provisions of this Act, which may consist of a three-dimensional horizontal and vertical delineation of all such units.

(11) "Condominium Instruments" means all documents and authorized amendments thereto recorded pursuant to the provisions of the Act, including the Declaration, By-Laws and Plat.

(12) "~~Common~~ Expenses" means expenditures made or liabilities incurred by or on behalf of the Association, together with any allocation to reserves.

(13) "Reserves" means those sums paid by unit owners which are separately maintained by the Board of Managers for purposes specified by the Board of Managers of the condominium instruments.

(14) "Unit Owner's Association" or "Association" means the association of all unit owners, acting pursuant to by-laws through its duly elected Board of Managers, or former unit owners following termination of the condominium.

(15) "Purchaser" means any person or persons other than the developer who purchase a unit in a bona fide transaction for value.

(16) "Developer" means the Declarant herein, their successors and assigns.

(17) "Limited Common Elements" means a portion of the common elements so designated in the Declaration as being reserved for the use of a certain unit or units to the exclusion of other units.

(18) "Occupant" means a person, or persons, other than a unit owner, in possession of one (1) or more units.

(19) "Voting Member" means the person entitled to exercise all voting power in respect to each unit ownership.

Where the above definitions may conflict with the Uniform Condominium Act of Pennsylvania, the provisions and definitions as set forth in the Act shall prevail; all definitions not set forth above shall be as defined in the Act and are specifically adopted herein as though stated herein.

ARTICLE IV

UNITS

1. Description. All units located on the property are delineated on the survey, referred hereto as Exhibit A and made a part of the Declaration and consists of the space enclosed or bounded by the horizontal and vertical planes set forth and identified as a unit in the delineation thereof in Exhibit A.

ARTICLE V

COMMON ELEMENTS

1. Description. Except as otherwise in this Declaration provided, the common elements shall consist of all portions of the Property except the units. Without limiting the generality of the foregoing, the common elements shall include the land, outside walks and driveways, landscaping, cabana, pool, and public utility lines serving the common elements or more than one (1) unit.

2. Ownership of Common Elements. Each unit owner shall own an undivided interest in the common elements as a tenant in common with all the other unit owners of the Property, and, except as otherwise limited in the Declaration, shall have the right to use the common elements for all purposes incident to the use and occupancy of his unit and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with his unit. Such right shall extend to each unit owner, and the agents, servants, tenants, family members, and invitees of each unit owner. Each unit owner's interest shall be expressed by a percentage amount and, once determined, shall remain constant and may not be changed without unanimous approval of all unit owners, unless hereafter changed by recorded amendment to this Declaration consented to in writing by all unit owners. The Declarant has so determined each unit's corresponding percentage of ownership in the common elements as set forth in Exhibit B attached hereto, and each unit owner accepts such determination. Declarant may assign areas of the common elements for storage to individual unit owners for their exclusive use.

3. Declarant hereby reserves the right to maintain model apartments within any unit, sales and rental offices and signs, and to conduct sales meetings upon the common elements until such time as all units have been sold or transferred by Declarant. The sales and rental office shall be Unit 01, 02 & C1; Model apartments shall be units 1019, 1021 & 611.

4. Limited Common Elements. Limited Common Elements shall be as designated on the Plat of Condominium attached hereto and shall be the covered parking spaces and balconies of each unit.

Covered parking spaces shall be assigned by the Declarant by reference thereto, if applicable, in Deed of Conveyance of units. Exclusive use of the limited common elements designated "Balcony" shall be designated for the exclusive use of units directly attached and abutting such balcony and said use and right shall belong to such units without specific reference in Deeds of Conveyance.

5. Transfer of Limited Common Elements. The use of limited common elements may be transferred between unit owners at their expense, provided that the transfer may be made only in accordance with the condominium instruments and the provisions of this Declaration. Each transfer shall be by an amendment to the Declaration executed by all unit owners who have any right to use the limited common elements affected or by reference in a Deed conveying the unit. The amendment shall contain a certificate showing that a copy of the amendment has been delivered to the Board of Managers. The amendment shall contain a statement from the parties involved in the transfer which sets forth any changes in the parties' proportionate shares. If the parties cannot agree upon a reapportionment of their respective shares, the Board of Managers shall decide such reapportionment. No transfer shall become effective until the amendment has been recorded. Unit Owners may not transfer Limited Common Elements designated "Balconies", said Limited Common

Elements being transferred only with conveyance of the unit attached thereto. Rights and obligations in respect to any limited common element shall not be affected, nor shall any transfer of it be effective, unless a transaction is in compliance with the requirements of this section.

ARTICLE VI

GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

1. Submission of Property to Provisions of Act. The property is hereby submitted to the provisions of the Act.

2. No Severance of Ownership. No unit owner shall execute any deed, mortgage, lease or other instrument affecting title to the unit ownership without including therein both his interest in the unit and his corresponding percentage of ownership in the common elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one (1) without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

3. Encroachment Easements. If any portion of the common elements encroaches upon any unit, or if any unit encroaches upon any portion of the common elements or any other unit as a result of the construction, repair, reconstruction, settlement or shifting of any building, a valid mutual easement shall exist in favor of the owners of the common elements and the respective unit owners involved to the extent of the encroachment. A valid easement shall not exist in favor of any unit owner who creates an encroachment by his intentional, willful or negligent conduct or that of his agent.

4. Utility Easements. All public utilities serving the property are hereby granted the right to lay, construct, renew, operate, and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment related to their service to the property, into and through the common elements, and the units, where reasonably necessary for the purpose of providing utility services to the property.

5. Easements and Rights to Run with Land. All easements and rights described herein are easements and rights running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the Declarant, its successors and assigns, and any unit owner, purchaser, mortgagee, and other person having an interest in the property, or any part or portion thereof. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article, or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees, and trustees of such unit ownership as fully and

completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

6. The property is also subject to certain other easements and licenses, which are recorded in the Office of the Recorder of Deeds in and for the County of Delaware, Pennsylvania, a list of which is attached hereto and made part hereof and marked Exhibit D.

ARTICLE VII

COMMON EXPENSES, MORTGAGES AND REAL ESTATE TAXES

1. Common Expenses. Each unit owner shall pay his proportionate share of the common expenses of administration, maintenance, and repair of the common elements and of any other expenses incurred in conformance with the Declaration and by-laws or otherwise lawfully agreed upon. Such proportionate share of the common expenses for each unit owner shall be in the same ratio as his percentage of ownership in the common elements. Payment thereof shall be in such amounts and at such time as determined in the manner provided in the by-laws. If any unit owner shall fail or refuse to make any such payment of the common expenses when due, the amount thereof shall constitute a lien on the interest of such unit owner in the property as provided in the Act.

2. Separate Mortgages. Each unit owner shall have the right, subject to the provisions herein, to make a separate mortgage or encumbrance on his respective unit together with his respective ownership interest in the common elements. No unit owner shall have the right or authority to make or create or cause to be made or created any mortgage or encumbrance or other lien on or affecting the property or any part thereof, except only to the extent of his unit and his respective ownership interest in the common elements.

3. Separate Real Estate 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. In the event that for any year such taxes are not separately taxed to each unit owner, but are taxed on the property as a whole, then each unit owner shall pay his proportionate share thereof in accordance with the respective percentage of ownership interest in the common elements.

ARTICLE VIII

INSURANCE

1. Fire and Hazard Insurance. The Board of Managers shall acquire as a common expense, a policy or policies of insurance

insuring the common elements and the units against loss or damage from fire, lightning and other hazards contained in the customary fire and extended coverage, vandalism, and malicious mischief endorsements for the full insurable replacement value of the common elements and the units written in the name of and to require a provision in such policy that the proceeds thereof shall be payable to the members of the Board, as Trustees for each of the unit owners, in the percentage established in Exhibit B. Any increased premium cost due to "Business Use" of a hotel or commercial unit shall be borne by such units as attributable to them.

All said policies of insurance (1) shall contain standard mortgage clause endorsements in favor of the mortgagee or mortgagees of each unit, if any, as their respective interest may appear; (2) shall provide that the insurance, as to the interest of the Board, shall not be invalidated by any act or neglect of any unit owner; (3) shall provide that notwithstanding any provision thereof which gives the insurer an election to restore damage in lieu of making a cash settlement therefor, such option shall not be exercisable in the event the unit owners elect to sell the property or remove the property from the provisions of the Act; (4) shall contain an endorsement to the effect that such policy shall not be terminated for non-payment of premiums without at least ten (10) days prior written notice to the mortgagee of each unit; (5) shall contain a clause or endorsement whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, members of the Board, the Declarant, the developer, the managing agent, if any, their respective employees and agents and the unit owners and occupants; and (6) shall contain a "Replacement Cost Endorsement". The proceeds of such insurance shall be applied by the Board or by the corporate Trustee or agent on behalf of the Board for the reconstruction of the building or shall be otherwise disposed of, in accordance with the provisions of this Declaration and the Act; and the rights of the mortgagee of any unit under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained at all times be subject to the provisions of the Act with respect to the application of insurance proceeds to reconstruction of the units. The Board may engage the services of and such insurance may be payable to a bank or trust company authorized to do, execute, and accept trusts in Pennsylvania to act as insurance trustee, or as agent or depository as an alternative to acting as trustee, and to receive and disburse the insurance proceeds resulting from any loss upon such terms as the Board shall determine consistent with the provisions of the Declaration. The fees of such bank or trust company shall be common expenses.

In the event of any loss in excess of Fifty Thousand Dollars (\$50,000.00) in the aggregate, at the Board's discretion, or request of any unit owner, the Board shall solicit bids from reputable contractors.

Payment by an insurance company to the Board or to such corporate trustee or agent of the proceeds of any policy, and the receipt of release from the Board or such corporate Trustee or agent of the company's liability under such policy, shall constitute a full discharge of such insurance company and such company shall be under no obligation to inquire into the terms of any trust or agency agreement under which proceeds may be held pursuant thereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or see to the application of any payments of the proceeds of any policy by the Board or the corporate Trustee.

Each unit owner shall inform the Board in writing of additions, alterations or improvements made by said unit owner to his unit and the value thereof which value shall be included in the full replacement insurable cost for insurance purposes. If a unit owner fails to inform the Board as provided above and a penalty is assessed in the adjustment of loss settlement, the unit owner shall be responsible for such penalty.

2. Appraisal. The full, insurable replacement cost of the property, including the units and common elements, shall be determined from time to time (but not less frequently than once in any twelve (12) month period) by the Board. The Board shall have the authority to obtain an appraisal by a reputable appraisal company as selected by the Board. The cost of such appraisal shall be a common expense.

3. Public Liability and Property Damage Insurance. The Board of Managers shall acquire, as a common expense, and shall have the authority and duty to obtain, comprehensive public liability insurance against claims and liabilities arising in connection with the ownership, existence, use or management of the property in amounts deemed sufficient in the judgment of the Board of Managers, insuring the Board of Managers, the unit owner's association, the management agent, and their respective employees, agents, and all persons acting as agents. The developer shall be included as an additional insured in his capacity as unit owner and Board member. The unit owners shall be included as additional insureds, but only with respect to that portion of the premises not reserved for their exclusive use. The insurance shall cover claims of one (1) or more insured parties against other insured parties. The insurance shall contain a waiver of any rights to subrogation by the

insuring company against any of the above-named persons. Any increased premium cost due to "Business Use" of a Hotel or Commercial Unit shall be borne by such units as attributable to them.

4. Workmen's Compensation and Other Insurance. The Board of Managers shall acquire, as a common expense, workmen's compensation insurance as may be necessary to comply with applicable laws and such other forms of insurance as the Board, in its judgment, shall elect to obtain, including, but not limited to insurance for the association, its officers and manager against liability from good faith actions allegedly beyond the scope of their authority.

5. Waiver. Each unit owner hereby waives and releases any and all claims which he may have against the other unit owner, the association, its officers, members of the Board, the declarant, the manager and managing agent of the building, if any, and their respective employees and agents, for damage to the common elements or to any personal property located in the common elements, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance.

6. Notice. The Board of Managers shall notify insured persons concerning the cancellation of insurance obtained pursuant to the terms of this article.

ARTICLE IX

ADMINISTRATION AND OPERATION

1. Administration. The administration of the property shall be vested in the Board of Managers consisting of the number of persons, and who shall be elected in the manner, provided in the by-laws contained herein, as Articles XVI, XVII, XVIII, XIX and XX. The developer, after the recording of this Declaration, shall cause to be incorporated under the laws of the State of Pennsylvania, a not-for-profit corporation (herein referred to as the "Association") under the name of Strath Haven Condominium or a similar name, which corporation shall be the governing body for all the unit owners for the maintenance, repair, replacement, administration and operation of the common elements and for such other purposes as are hereinafter provided. The Board of Directors of the Association shall be deemed to be the Board of Managers referred to herein and in the Act.

2. Duties and Powers of the Association. The unit owners' association is responsible for the overall administration of the property through its duly elected Board of Managers. The duties and powers of the association and its Board shall be those set forth in its Articles of Incorporation, the by-laws, and this Declaration; provided, however, that (i) the terms and provisions of the Act shall control in the event of any inconsistency between the Act, on the one (1) hand, and this Declaration, the Articles of Incorporation and the by-laws on the other hand; (ii) the terms and provisions of the Declaration shall control in the event of any inconsistency between this Declaration, on the one hand, and the Articles of Incorporation and the by-laws on the other hand.

3. Indemnity. The members of the Board and the officers thereof or of the association shall not be liable to the unit owners for any mistake of judgment, or any acts or omissions made in good faith as such members or officers on behalf of the unit owners or the association unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration. The liability of any unit owner arising out of any contract made by such members or officers or out of the aforesaid indemnity shall be limited to such proportion of the total liability thereunder as his percentage interest in the common elements bears to the total percentage interest of all the unit owners in the common elements. Each agreement made by such members or officers or by the managing agent on behalf of the unit owners or the association shall be executed by such members or officers or the managing agent, as the case may be, as agents for the unit owners or for the association.

4. Board's Determination Binding. In the event of any dispute or disagreement between any unit owners relating to the property, or any question of interpretation or application of the provisions of the Declaration or by-laws, the determination thereof by the Board shall be final and binding on each and all of such unit owners.

5. Administration of Property - Declarant Control: Until 25% of the units are sold to unit owners other than the Declarant, the Declarant shall appoint and have authority to remove all of the members of the Board of Managers of the Association. Not later than 60 days after conveyance of 25% of the units to unit owners other than Declarant, the initial Board shall be elected and not less than 25% of the members of the Board shall be elected by unit owners other than Declarant. Not later than 60 days after conveyance of 50% of the units to unit owners other than the Declarant, not less than 33 1/3% of the members of the Board shall be elected by unit owners other than the Declarant.

Declarant may retain a 2/3rds control of the Board of Managers until 66 2/3% of the units are conveyed to unit owners other than Declarant, or five years, whichever should first occur, at which time the Board shall be elected by all unit owners in the manner provided for such election hereinafter set forth.

Within sixty (60) days following the election of a majority of the Board of Managers other than the developer, the developer shall deliver to the Board of Managers:

(1) All original documents pertaining to the property and its administration such as the Declaration, by-laws, Articles of Incorporation, condominium instruments, minutes and code of regulations.

(2) A detailed accounting by the developer, setting forth the source and nature of receipts and expenditures in connection with the management, maintenance and operation of the property;

(3) Association funds, which shall have been at all times segregated from any other moneys of the developer;

(4) A schedule of all personal property, equipment and fixtures belonging to the association, including documents transferring the property;

(5) Any contract, lease, or other agreement made prior to the election of a majority of the Board of Managers other than the developer by or on behalf of unit owners.

ARTICLE X

MAINTENANCE, ALTERATIONS, DECORATING

1. Maintenance, Repairs and Replacements. Each unit owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs, and replacements within his own unit. Maintenance, repairs, and replacements of the common elements shall be furnished by the Board as part of the common expenses, subject to the rules and regulations of the Board.

The Board may cause to be discharged any Mechanic's Lien or other encumbrance which, in the opinion of the Board may constitute a lien against the property or common elements, rather than against a particular unit and its corresponding percentage of ownership in the common elements. When less than all the units owners are responsible for the existence of any such lien, the unit owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses (including Attorneys' fees) incurred by reason of such lien.

Whenever the Board shall determine, in its discretion, that any maintenance or repair of any unit is necessary to protect the common elements or the appearance of the property, the Board may cause a written notice of the necessity for such maintenance or repair to be served upon such unit owner, which notice may be served by delivering a copy thereof to said owner or by mailing the same by certified or registered mail addressed to the owner at such address provided by the owner to the Board. If such unit owner fails or refuses to perform any such maintenance or repair within a reasonable time stated in the notice (or any extension thereof approved by the Board), the Board may cause such maintenance and repair to be performed at the expense of such unit.

If, due to the act or neglect of a unit owner, or of a member of his family or tenant or of a guest or other authorized occupant or visitor of such unit, damage shall be caused to the common elements or to a unit or units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the common expense, then such unit owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Board, to the extent not covered by insurance.

The Board shall have exclusive authority to take, or refrain from taking, any action pursuant to this Article VIII, Section 1. All expenses which, pursuant to this Section 1, are chargeable to any unit owner, may be specifically assessed to such unit owner and shall be payable by such unit owner as prescribed by the Board.

2. Limited Common Elements. Any charge or expense in connection with expenditures for the limited common elements shall be assessed only against that unit to which such limited common elements are assigned.

3. Alterations, Additions or Improvements. No alterations of any common elements or any additions or improvements thereto, shall be made by any unit owner without the prior written approval of the Board. Any unit owner may make alterations, additions, and improvements within his unit without the prior written approval of the Board, but in any event such unit owner shall be responsible for any damage to other units, the common elements, or the property as a result of such alterations, additions or improvements. Nothing shall be done in any unit or in, on or to the common elements, which will impair the structural integrity of the unit or which would structurally change the unit. Subdividing or combining of units may be made by any unit owner or owners unless such change affects the structural integrity of the property or causes the maximum number of units permitted herein to be exceeded.

4. Decorating. Each unit owner shall furnish and be responsible for, at his own expense, all of the decorating within his own unit from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps, and other furnishings and interior decorating. The use of and the covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of the unit, shall be subject to the rules and regulations of the Board. Decorating of the common elements (other than interior surfaces within the units as above provided), and any redecorating of units to the extent made necessary by any damage to existing decorating of such units caused by maintenance, repair or replacement work on the common elements by the Board, shall be furnished by the Board as part of the common expenses.

ARTICLE XI

SALE OR OTHER ALIENATION

1. Sale. Any unit owner other than the Declarant who wishes to sell his unit ownership shall give notice to the Board not less than thirty (30) days prior written notice of his intent to sell and subsequently, the terms of any contract to sell entered into subject to the Board's option as set forth hereinafter together with a copy of such contract, the name, address, and financial and character references of the proposed purchaser and such other information concerning the proposed purchaser as the Board may reasonably require. The members of the Board acting on behalf of the other unit owners shall at all times have the first right and option to purchase such unit ownership upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice of such contract. If said option is not exercised by the Board within said thirty (30) days, the unit owner may, at the expiration of said thirty (30) day period and at any time within ninety (90) days after the expiration of said period, proceed to consummate the sale of such unit ownership to the proposed purchaser named in such notice upon the terms specified therein. If the unit owner fails to close said proposed sale transaction within said ninety (90) days, the unit ownership shall again become subject to the Board's right of first refusal as herein provided.

2. Gift. Any unit owner other than the Declarant who wishes to make a gift of his unit ownership or any interest therein to any person other than a permitted party under Section 10 of this Article XI shall give to the Board not less than ninety (90) days written notice of his or her intent to make

such gift prior to the contemplated date thereof, together with the name, address and financial and character reference of the intended donee and such other information concerning the intended donees as the Board may reasonably require. If the gift to such party is not consented to by the Board, and the unit owner insists on making said gift, the members of the Board acting on behalf of the other unit owners, shall at all times have the first right and option to purchase such unit ownership or interest therein for cash at fair market value determined by arbitration as hereinafter provided, which option shall be exercisable until the date of expiration as provided herein. In the event that the Board exercises said option and the parties cannot arrive at an agreed price, then within fifteen (15) days after receipt of a written notice by the Board, the Board and the unit owner desiring to make such gift shall each select a qualified real estate appraiser. The two (2) appraisers so selected shall, within ten (10) days after their selection, appoint another qualified real estate appraiser to act as the arbitrator. Within fifteen (15) days after the appointment of said arbitrator, the arbitrator shall determine the fair market value of the unit ownership or interest therein which the unit owner contemplates conveying by gift, and shall thereupon give written notice of such determination to the unit owner and the Board, and said determination shall be conclusive upon the parties. If either party shall fail to select an appraiser, then the appraiser designated by the other party shall make the appraisal. The Board's option to purchase the unit ownership or interest therein shall expire forty-five (45) days after the date of receipt by it of written notice of such determination of fair market value. The cost of appraisal shall be divided equally between such unit owner and the Board, and the Board's share shall be a common expense.

3. Devise. In the event any unit owner dies leaving a Will devising his unit ownership, or any interest therein to any person or persons not heirs-at-law of the deceased unit owner under the Rules of Descent of the State of Pennsylvania, and said Will is admitted to probate, the members of the Board, acting on behalf of the other unit owners, shall have a like option (to be exercised in the manner hereinafter set forth) to purchase said unit ownership or interest therein, either from the devisee or devisees thereof named in said Will, or if a power of sale is conferred by said Will upon the personal representative named therein, from the personal representative acting pursuant to said power, for cash at fair market value which is to be determined by arbitration as herein provided. In the event of a dispute as to purchase price, within sixty (60) days after the appointment of a personal representative for the estate of a deceased unit owner, the Board shall appoint a qualified real estate appraiser, and shall thereupon give written notice of such appointment to the said devisee or

devises or personal representative, as the case may be. Within fifteen (15) days thereafter, said devisee or devisees or personal representative, as the case may be shall appoint a qualified real estate appraiser. Within ten (10) days after the appointment of the two (2) said appraisers, the two (2) so appointed shall appoint another qualified real estate appraiser to act as arbitrator . Within fifteen (15) days thereafter the arbitrator shall determine the fair market value of the unit owner, and shall thereupon give written notice of such determination to the Board and said devisee, devisees, or personal representative, as the case may be, and said determination shall be conclusive upon the parties. If either party shall fail to select an appraiser, then the appraiser designated by the other party, shall make the appraisal. The Board's right to purchase the unit ownership, or interest therein, at the price determined by the arbitrator shall expire sixty (60) days after the date of receipt by it of such notice if the personal representative of the deceased unit owner is empowered to sell, and shall expire eight (8) months after the appointment of a personal representative who is not so empowered to sell. The Board shall be deemed to have exercised its option if it tenders the required sum of money to said devisee or devisees or to said personal representative, as the case may be, within the said option periods. The cost of appraisal shall be equally divided between such unit owner and the Board, and the Board's share shall be a common expense.

4. Involuntary Sale.

(a) In the event any unit ownership or interest therein is sold at a judicial or execution sale (other than a mortgage foreclosure sale) the person acquiring title through such sale shall, before taking possession of the unit ownership so sold, give thirty (30) days' written notice to the Board of his intention so to do, whereupon the Board, acting on behalf of the other unit owners, shall have an irrevocable option to purchase such unit ownership or interest therein at the same price for which it was sold at said sale. If said option is not exercised by the Board within said thirty (30) days after receipt of such notice, it shall thereupon expire and said purchaser may thereafter take possession of said unit. The Board shall be deemed to have exercised its option if it tenders the required sum of money to the purchaser within said thirty (30) day period.

(b) In the event any unit owner shall default in the payment of any monies required to be paid under the provisions of any mortgage or trust deed against his unit ownership, the Board shall have the right to cure such default by paying the amount so owing to the party entitled thereto

and shall thereupon have a lien therefor against such unit ownership, which lien shall have the same force and effect and may be enforced in the same manner as provided in Article XVI hereof.

5. Consent of Voting Members. The Board shall not exercise any option hereinabove set forth to purchase any unit ownership or interest therein without the prior consent of voting members having three-fourths (3/4) of the total votes. The Board or its duly authorized representative, acting on behalf of the other unit owners may bid to purchase at any sale of a unit ownership or interest therein of any unit owner living or deceased, which said sale is held pursuant to an order or direction of a court, upon the prior consent of voting members having three-fourths (3/4) of the total votes, which said consent shall set forth in a maximum price which the Board or its duly authorized representative is authorized to bid and pay for said unit ownership or interest therein.

6. Release or Waiver of Option. Upon the consent of at least three-fourths (3/4) of the Board members, any of the options contained in this Article IX may be released or waived and the unit ownership or interest therein which is subject to an option set forth in this Article, may be sold, leased, given, or devised free and clear of the provisions of this Article.

7. Proof of Termination of Option. A certificate executed and acknowledged by the acting secretary of the Board stating that the provisions of this Article IX as hereinabove set forth have been met by a unit owner, or duly waived by the Board, and that the rights of the Board hereunder have terminated, shall be conclusive upon the Board and the unit owners in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any unit owner who has in fact complied with the provisions of this Article or in respect to whom the provisions of this Article have been waived, upon request at a reasonable fee, not to exceed Fifty Dollars (\$50.00).

8. Financing of Purchase Under Option.

(a) Acquisition of unit ownership or any interest therein under the provisions of this Article may be made from the maintenance fund or any other financing arrangement as the Board deems desirable. If said fund is insufficient, the Board shall levy an assessment against each unit owner as provided for and subject to Article XVI hereof.

(b) If the members of the Board, in their discretion, borrow money to finance the acquisition of any unit ownership or interest therein authorized by this Article, no financing may be secured by an encumbrance or hypothecation of any portion of the property other than the unit ownership or interest therein to be acquired.

9. Title to Acquired Interest. Unit ownership or interest therein acquired pursuant to the terms of this Article shall be held of record in the name of the Board and their successors in office, or such nominee as they shall designate, for the benefit of all the unit owners. Said unit ownerships or interests therein shall be sold by the members of the Board in such manner as the Board shall determine without complying with the foregoing provisions relating to the Board's right of first refusal. All proceeds of such sale shall be deposited in the maintenance fund and credited to each unit owner in the same proportion in which the Board could levy a special assessment under the terms of Section 8(a) of this Article.

10. Exceptions to Board's Right of First Refusal. The Board's right of first refusal as provided in Sections 1, 2 and 3 of this Article IX, shall not apply to any sale, gift, devise or transfer by the Declarant, and/or the developer, or by any corporation, trust, or other entity when the original unit owner or persons having at least majority control of said unit owner are in control of the transferee, or resulting from statutory merger or consolidation, or between co-owners of the same unit, or any one or more of them, or to any Trustee of a trust, the sole beneficiary or beneficiaries of which are the unit owner, the spouse or lawful child of the unit owner, or any one or more of them, or from any trustee of a trust to any one or more of the beneficiaries thereof.

11. Miscellaneous. If a proposed sale, devise or gift of any unit ownership is made by any unit owner, after compliance with the foregoing provisions, the purchaser, devisee, or donee thereunder shall be bound by and be subject to all of the obligations of such unit owner with respect to such unit ownership as provided in this Declaration, and in the case of a lease of any apartments within the unit, said lease shall expressly so provide. The unit owner making any such lease shall not be relieved thereby from any of his obligations hereunder. If any sale, devise or gift of a unit ownership is made or attempted by any unit owner without complying with the foregoing provisions, such sale, devise, or gift shall be subject to each and all of the rights and options of the Board hereunder and each and all of the remedies and actions available to the Board hereunder or at law or in equity in connection therewith. The foregoing provisions with respect to the Board's right of first option as to any proposed sale, devise or gift shall be and remain in full force and effect until the property as a whole shall be sold or removed from the provisions of the Act, as provided in the Act, unless sooner rescinded or amended by the unit owners in the manner herein provided for amendments of this Declaration. The Board may adopt rules and regulations from time to time, not inconsistent with the foregoing provisions, for the purpose of implementing and effectuating the same.

ARTICLE XII

DAMAGE OR DESTRUCTION AND RESTORATION OF COMMON AREA & UNITS

1. Common Areas. In the event the improvements forming a part of the common areas, or any portion thereof, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss or damage, and payable by reason thereof, shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration, or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Board or the payee of such insurance proceeds in payment therefor; provided, however, that in the event within one hundred and eighty (180) days after said damage or destruction, the unit owners shall elect either to sell the property as herein after provided in Article XIV hereof or to withdraw the property from the provisions of this Declaration, and from the provisions of the act as therein provided, then such repair, restoration or reconstruction shall not be undertaken. In the event such repair, restoration, or reconstruction is not undertaken, the net proceeds of insurance policies shall be divided by the Board or the payee of such insurance proceeds among all unit owners according to each unit owner's percentage of ownership in the common elements as set forth in Exhibit "B", after first paying out the share of each unit owner the amount of any unpaid liens on his unit, in the order of the priority of such liens. If the insurance proceeds are insufficient to reconstruct the property damaged, the Board of Managers shall pass a special assessment for any deficiencies.

2. Units. In the event that any unit shall suffer damage or destruction from any cause, the unit owner shall provide the Board of Managers with a copy of the then current insurance policy and shall apply for the immediate repair or replacement of the unit in accordance with plans and specifications to be submitted to the Board for approval prior to undertaking such repairs or replacements. Should the unit owner fail to begin the repair or replace the damage within 180 days after the damage or destruction was suffered and complete said repairs or replacements within a reasonable time thereafter, the Board may elect, upon vote of 2/3 of the Board members, to purchase the damaged unit at its fair market value as determined by the average value determined by three independent appraisers hired by the Board for that purpose. Funding of such purchase shall be as provided in Article XI.

ARTICLE XIII

EMINENT DOMAIN

1. Reallocation of Common Elements and Condemnation Award. Upon the withdrawal of any unit or portion thereof due to eminent domain, the percentage of interest in the common elements appurtenant to such unit or portion thereof shall be reallocated among the remaining units on the basis of the percentage of interest of each remaining unit. If only a portion of a unit is withdrawn, the percentage of interest appurtenant to that unit shall be reduced accordingly, upon the basis of diminution in market value of the unit, as determined by the Board of Managers. The allocation of any condemnation award or other proceeds to any withdrawing or remaining unit owner shall be on an equitable basis, which need not be a unit's percentage interest. Any condemnation award or other proceeds available in connection with the withdrawal of any portion of the common elements, not necessarily including the limited common elements, shall be allocated on the basis of each unit owner's percentage interest therein. Proceeds available from the withdrawal of any limited common element will be distributed in accordance with the interests of those entitled to their use.

2. Cessation of Common Expenses. Upon the withdrawal of any unit or portion thereof, the responsibility for the payment of assessments on such unit or portion thereof by the unit owner shall cease.

ARTICLE XIV

SALE OF PROPERTY

The unit owners through the affirmative vote of voting members having at least three-fourths (3/4) of the total votes, at a meeting duly called for such purpose, may elect to sell the property as a whole. Within ten (10) days after the date of the meeting at which such sale was approved, the Board shall give written notice of such action to the holder of any duly recorded mortgage or Trust Deed against any unit ownership entitled to notice under Section 1 of Article XXI of this Declaration. Such action shall be binding upon all unit owners, and it shall thereupon become the duty of every unit

owner to execute and deliver such instruments and to perform all acts as in manner or form may be necessary to effect such sale, provided, however, that any unit owner who did not vote in favor of such action and who has filed written objections thereto with the Board within twenty (20) days after the date of the meeting at which such sale was approved shall be entitled to receive from the proceeds of such sale an amount equivalent to the fair market value of his interest, as determined by arbitration as hereinafter provided, less the amount of any unpaid assessments or charges due and owing from such unit owner. In the absence of agreement on the fair market value of such interest, such unit owner and the Board shall each select an appraiser, and two (2) so selected shall select a third (3rd), and the fair market value, as determined by said third (3rd) appraiser, shall control. If either party shall fail to select an appraiser, then the one designated by the other party shall make the appraisal. The cost of the appraisal shall be divided equally between such unit owner and the Board, and the Board's share shall be a common expense.

ARTICLE XV

RESERVATION OF RIGHTS TO DECLARANT

Notwithstanding any other provision of the Declaration or By-Laws of the Association, the Declarant hereby reserves the right to maintain sales offices, model units and advertising signs.

ARTICLE XVI

BY-LAWS

The provisions of Articles XVII, XVIII, XIX, and XX shall constitute the By-Laws of the Association and the By-Laws prescribed by the Act.

ARTICLE XVII

GENERAL PROVISIONS OF BY-LAWS

1. Name. The name of the not-for-profit corporate association of unit owners is "STRATH HAVEN CONDOMINIUM ASSOCIATION".

2. Board of Managers (Board of Directors)

(a) The direction and administration of the Property shall be vested in a Board of Managers, consisting of nine (9) persons who shall be appointed or elected in the manner herein provided. Each member of the Board shall be one of the unit owners, or an appointee of Declarant, where permitted, provided however, that in the event a unit owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any officer, director, or other designated agent of such trust or manager of such other legal entity, shall be eligible to serve as a member of the Board,

(b) The Declarant shall hold an initial meeting with the unit owners and the voting members of that group and Declarant shall elect or appoint nine (9) individuals to serve as Board Members. In all elections for members of the Board, the candidates receiving the highest number of votes shall be deemed to be elected. Members of the Board elected at the initial meeting shall serve until the first annual meeting or until replaced under paragraph 2(b) of Article XVIII. Nine (9) Board members shall be elected at the first annual meeting. The six (6) persons receiving the highest number of votes at the first annual meeting shall be elected to the Board for a term of two (2) years and the three (3) persons receiving the next highest number of votes shall be elected to the Board for a term of one (1) year. In the event of a tie vote, the members of the Board shall determine which members shall have the two year terms and which members shall have the one year terms. Upon the expiration of the terms of office of the Board members so elected at the first annual meeting and thereafter, successors members shall be elected for a term of two years each. The voting members having at least two-thirds of the total votes may from time to time increase or decrease such number of persons on the Board or may increase or decrease the term of office of Board members at any annual or special meeting, provided that such number shall not be less than three, and that the terms of at least one-third

of the persons on the Board shall expire annually and that no Board member or officer shall be elected to a term in excess of two years; provided, however, that a Board member or officer may be re-elected at the expiration of his term. Members of the Board shall receive no compensation for their services, unless expressly authorized by the Board with the approval of voting members having two-thirds of the total votes. Vacancies in the Board, including vacancies due to any increase in the number of persons on the Board, shall be filled by the voting members of unit owners represented at the next annual meeting or at a special meeting of such voting members called for such purpose. Except as otherwise provided in this Declaration, the property shall be managed by the Board and the Board shall act by majority vote of those present at its meeting when a quorum exists. A majority of the total number of the members of the Board shall constitute a quorum. Meetings of the Board may be called, held, and conducted in accordance with such resolutions as the Board may adopt.

(c) The Board shall elect from among its members a president who shall preside over both its meetings and those of the voting members, and who shall be the chief executive officer of the Board and the association and who shall execute amendments to the condominium instruments; a secretary who shall keep the minutes of all meetings of the Board and of the voting members, who shall mail and receive all notices, and who shall, in general, perform all the duties incident to the office of secretary; a treasurer to keep the financial records and books of account; and such additional officers as the Board shall see fit to elect. Any officer may be removed at any meeting by the affirmative vote of the majority of the members of the Board, either with or without cause, and any vacancy in any office may be filled by the Board at any meeting thereof.

(d) Any Board member may be removed from office by affirmative vote of the voting members of the unit owners having at least a majority of the total votes, at any special meeting called for the purpose. A successor to fill the unexpired term of a Board member removed may be elected by the voting members represented at the same meeting or any subsequent annual meeting or special meeting called for that purpose.

(e) The Board shall meet at least four (4) times annually, on the first Mondays of February, May, August and November and at such other times as the Board deems necessary. Meetings of the Board shall be open to any unit owner, notice of any such meeting shall be mailed at least forty-eight (48) hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice.

3. General Powers of the Board. The powers and duties of the Board of Managers shall include, but shall not be limited to, the following matters:

(a) Operation, care, upkeep, maintenance, replacement, and improvement of the common elements.

(b) Preparation, adoption, and distribution of the annual budget for the property.

(c) Levying of assessments.

(d) Collection of assessments from unit owners.

(e) Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the common elements.

(f) Obtaining adequate and appropriate kinds of insurance.

(g) Owning, conveying, encumbering, leasing, and otherwise dealing with units conveyed to or purchased by it.

(h) Adoption and amendment of rules and regulations covering the details of the operation and use of the property.

(i) Keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the property.

(j) To have access to each unit from time to time as may be necessary for the maintenance, repair, or replacement of any common elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the common elements or to other unit or units.

(k) To pay for water, waste removal, other operating expenses, electricity, telephone and other necessary utility service for the common elements.

(l) To pay for landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the common elements (but not including the windows and glass doors appurtenant to the unit, if any, and the interior surfaces of the units and of the hallway doors appurtenant thereto, which the unit owners shall paint, clean, decorate, maintain and repair, except if necessitated by repairs to the common elements) and such furnishings and equipment for the common elements as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the common elements.

(m) To pay for any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations or assessments which the Board is required to secure or pay for pursuant to the terms of this Declaration or by-laws of which, in its opinion, shall be necessary or proper for the maintenance and operation of the property, as a first class condominium apartment building or for the enforcement of these restrictions.

(n) To pay any amount necessary to discharge any Mechanic's Lien or other encumbrance against the entire property or any part thereof which may, in the opinion of the Board constitute a lien against the property or against the common elements, rather than merely against the interests therein of particular unit owners. Where one or more owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of said lien or liens shall be specially assessed to said unit owners.

(o) To maintain and repair any unit if such maintenance or repair is necessary, in the discretion of the Board, to protect the common elements or any other portion of the building and a unit owner of any unit that has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair mailed or delivered by the Board to said unit owner, provided that the Board shall levy a special assessment against such unit owner for the cost of said maintenance or repair.

(p) The Board or its agent, upon reasonable notice, may enter any unit when necessary in connection with any maintenance or construction for which the Board is responsible. Such entry shall be made with as little inconvenience to the unit owner as practicable, and any damage caused thereby shall be repaired by the Board as a common expense.

(q) The Board's power hereinabove enumerated and described in the Declaration, shall be limited in that the Board shall have no authority to acquire and pay for any structural alterations, additions to, or improvements of the common elements (other than for purposes of replacing or restoring portions of the common elements, subject to all the provisions of this Declaration) requiring an expenditure in excess of Twenty Five Thousand Dollars (\$25,000.00), without in each case the prior approval of voting members having two-thirds of the total vote.

(r) All agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the treasurer and countersigned by the president of the Board.

(s) The Board may adopt such reasonable rules and regulations, not inconsistent herewith, as it may deem advisable for the maintenance, administration, management, operation, use, conservation and beautification of the property, and for the health, comfort, safety and general welfare of the unit owners and occupants of the property. Written notice of such rules and regulations shall be given to all unit owners and occupants and the entire property shall at all times be maintained subject to such rules and regulations.

(t) The Board may delegate some or all of their authority and engage the services of an agent to manage the property to the extent deemed advisable by the Board.

(u) Nothing hereinabove contained shall be construed to give the Board, association, or unit owners authority to conduct an active business for profit on behalf of all the unit owners or any of them.

(v) Upon authorization by the affirmative vote of not less than a majority of the voting members at a meeting duly called for such purposes, the Board, acting on behalf of all unit owners, shall have the power to seek relief from or in connection with the assessment or levy of any real property taxes, special assessments and any other special taxes or charges of the State of Pennsylvania or any political subdivision thereof, or any other lawful taxing or assessing body, which is authorized by law to be assessed and levied on real property and to charge and collect all expenses incurred in connection therewith as common expenses.

ARTICLE XVIII

MEMBERS (UNIT OWNERS)

1. Voting Rights. There shall be one (1) person with respect to each unit ownership who shall be entitled to vote at any meeting of the unit owners, subject to Declarant's rights as set forth in 2(b) below. Such voting members shall be the unit owner or one (1) of the group composed of all the unit owners of a unit ownership or may be some person designated by such unit owners to act as proxy on his or their behalf and who need not be a unit owner. Such designations shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the unit

owner or unit owners. Any or all unit owners of a unit ownership, and their designee, if any, may be present at any meeting of the voting members, but only the voting member of the unit ownership may vote or take any other action as a voting member either in person or by proxy. The total number of votes of all voting members shall be one hundred (100), and each unit owner or group of unit owners shall be entitled to the number of votes equal to the total of the percentage of ownership in the common elements applicable to his or their unit ownership as set forth in Exhibit "B" (except for the Board member elections) Declarant shall designate the voting member with respect to any unit ownership owned by the Declarant. The association shall have one (1) class of membership only and that nothing contained in these condominium instruments shall permit or allow different classes of membership among the unit owners.

2. Meetings.

(a) Meetings of the voting members shall be held at the property or at such other place in Delaware County, Pennsylvania, as may be designated in any notice of a meeting. The presence in person or by proxy at any meeting of the voting members of at least a majority of the voting members and voting members having at least a majority of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members having a majority of the total votes represented at such meeting.

(b) The initial meeting of the voting members shall be held upon written notice, not less than ten (10) or more than sixty (60) days' notice given by the Declarant or developer. Said initial meeting shall be held not later than sixty (60) days after the conveyance by the developer of twenty-five percent (25%) of the units or three (3) years after the recording of the Declaration, whichever is earlier. Thereafter, there shall be an annual meeting of the voting members on the first Wednesday of November following such initial meeting and on the first Wednesday of each succeeding November thereafter at 7:30 P.M., or at such other reasonable time or date (not more than thirty (30) days before or after such date) as may be designated by written notice of the Board delivered to the voting members not less than ten (10) days or more than thirty (30) days prior to the date fixed for said meeting.

At the initial meeting, the unit owners shall elect two (2) members, but not less than twenty-five percent (25%) of the members of the Board of Managers. Not later than 60 days after conveyance of 50% of the units to unit owners other than as Declarant, the Declarant shall give the unit owners notice of a special meeting to elect a total number of Board members equally, at least 33 1/3% of the Board members authorized to hold office by unit owners, the Declarant withdrawing any appointed Board member representing Declarant for the purpose of compliance with this section. Declarant may maintain 66 2/3% of the Board members as Declarant's appointees until a sale of 75% of the units or three years, whichever shall first occur and then, an entire new slate of Board members shall be elected by the unit owners, including the declarant, if declarant retains ownership of any units, in the same manner as set forth for election of Board members at the first annual meeting under Article XVII, 2(b).

(c) Any special meetings of the voting members may be called at any time for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of the voting members, or for any other reasonable purpose. Said meetings shall be by written notice, authorized by the President of the Board, a majority of the Board, or by the voting members having twenty percent (20%) of the total votes and delivered not less than ten (10) days or more than thirty (30) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered. Matters to be submitted at special meetings of the voting members shall first be submitted to the Board of Managers, at least ten (10) days prior to the special meeting, who shall then submit the matters to the voting members.

3. Notices of Meetings. Notices of meetings required to be given herein may be delivered either personally or by mail to the person entitled to vote thereat, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the unit of the unit owner with respect to which such voting right appertains, if no address has been given to the Board.

4. Miscellaneous.

(a) No merger or consolidation of the association, sale, lease, exchange, mortgage, pledge, or other disposition of all, or substantially all of the property and assets of the association and the purchase or sale of land or of units on behalf of all unit owners shall be effectuated unless there is an affirmative vote of two-thirds (2/3) of the votes of unit owners, unless a greater percentage is otherwise provided for in the Declaration.

(b) The Declarant shall have the right to change or modify reserved rights to maintain sales and leasing offices, or model apartments by filing an amendment to the Declaration signed by the Declarant as long as the newly designated office or model is owned by Declarant and the Declarant retains ownership of at least 10% of the units.

ARTICLE XIX

ASSESSMENTS-MAINTENANCE FUND

1. Estimated Annual Budget and Assessments. Each year on or before November 1, the Board shall estimate the total amount necessary to pay the cost of all common expenses which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements. The annual budget shall set forth with particularity all anticipated common expenses by category as well as all anticipated assessments and other income. The budget shall also set forth each unit owner's proposed common expense assessment. Each unit owner shall receive, at least thirty (30) days prior to the adoption thereof by the Board of Managers, a copy of the proposed annual budget; the annual budget shall also take into account the estimated net available cash income for the year from the operation or use of the common elements, if any. The "estimated annual budget" shall be assessed to the unit owners according to each unit owner's percentage of ownership in the common elements as set forth in Exhibit "B" attached hereto. Each unit owner shall receive notice in the same manner as is provided in this Declaration for membership meetings of any meeting of the Board of Managers concerning the adoption of the proposed annual budget or any increase, or establishment or an assessment, unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened. On or before January 1 of the ensuing year, and the first of each and every month of said year, said unit owner jointly and severally shall be personally liable for and obligated to pay to the Board or as it may direct 1/12th of the assessment against his unit ownership made pursuant to this section. On or before April 1 of each calendar year following the year in which the initial meeting is held, the Board shall supply to all unit owners an itemized accounting of the common expenses for the preceding year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget or assessments, and showing the net excess or deficit of income over expenditures plus reserves.

Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each unit owner's percentage of ownership in the common elements to the next monthly installments due from unit owners under the current year estimate, until exhausted, and any net shortage shall be added according to each unit owner's percentage of ownership in the common elements to the installments due in the succeeding six (6) months after rendering of the accounting.

2. Reserves and Adjustments. The Board may establish and maintain a reasonable reserve for contingencies and replacements. Any extraordinary or nonrecurring common expense, any common expense not set forth in the budget as adopted, and any increase in assessments over the amount adopted shall be separately assessed against all unit owners. Any such separate assessment shall be subject to approval by the affirmative vote of at least two-thirds (2/3) of the unit owners voting at a meeting of such unit owners duly called for the purpose of approving the assessment if it involved proposed expenditures resulting in a total payment assessed to a unit owner equal to the greater of five (5) times the unit's most recent common expense assessment calculated on a monthly basis or Five Thousand Dollars (\$5,000.00). All unit owners shall be personally liable for and obligated to pay their respective adjusted monthly amount.

3. Initial Estimate of Annual Budget. When the first Board elected or appointed hereunder takes office, it shall determine the "estimated annual budget" as hereinabove defined for the period commencing thirty (30) days after said election and ending on December 31st of the calendar year in which said election occurs. Assessments shall be levied against the unit owners during said period as provided in Section 1 of this Article.

4. Failure to Prepare Estimates. The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the unit owner shall not constitute a waiver or release in any manner of such unit owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the unit owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the next monthly maintenance payment which is due not more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

5. Books and Records. The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the common elements, specifying and itemizing the maintenance and repair expenses of the common elements and any other expense incurred. Such records and the vouchers authorizing the payments shall be available for inspection by any unit owner or any representative of a unit owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the unit owner. Upon ten (10) days notice to the Board and payment of a reasonable fee, any unit owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such unit owner.

6. Use of Funds. All funds collected hereunder shall be held and expended for the purpose designated herein, and (except for such special assessments as may be levied hereunder against less than all the units owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the unit owners in the percentage set forth in Exhibit "B".

7. Insurance. Any insurance premiums assessed on a basis reflecting increased charges for coverage on certain units shall be assessed to such unit.

8. Assessments. If a unit owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board may bring suit for and on behalf of themselves and as representatives of all unit owners to enforce collection thereof or to foreclose the lien therefor as hereinafter provided; and there shall be added to the amount due the costs of said suit, and other fees and expenses together with legal interest and reasonable attorneys' fees to be fixed by the court. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided, shall be and become a lien or charge against the unit ownership of the unit owner involved when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real estate. Such lien shall take effect and be in force when and as provided in the Act; provided, however, that encumbrances owned or held by any bank, insurance company, savings and loan association, or other lender shall be subject as to priority after written notice to said encumbrancer of unpaid common expenses only to the lien of all common expenses

on the encumbered unit ownership which become due and payable subsequent to the date the encumbrancer who takes possession of the unit accepts a conveyance of any interest in the unit ownership or has a receiver appointed in a suit to foreclose its lien. In addition to the foregoing, the Board or its agents shall have such other rights and remedies to enforce such collection as shall otherwise be provided or permitted by law from time to time. Without limiting the generality of the foregoing, if any unit owner shall fail to pay the proportionate share of the common expenses or of any other expenses required to be paid hereunder when due, such rights and remedies shall include: (1) the right to enforce the collection of such defaulting unit owner's share of such expenses (whether due by acceleration or otherwise), together with interest thereon, at the maximum rate permitted by law, and all fees and costs (including reasonable attorneys fees) incurred in the collection thereof; (2) the right, by giving such defaulting unit owner five days' notice of the election of the Board so to do, to accelerate the maturity of the unpaid installments of such expenses accruing with respect to the balance of the assessment year; and (3) the right to take possession of such defaulting unit owner's interest in the property, to maintain for the benefit of all the other unit owners an action for possession in the manner prescribed in an Act in regard to Forcible Entry and Detainer, and to execute leases of such defaulting unit owner's interest in the property and apply the rents derived therefrom against such expenses.

9. Nonuse. No unit owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common elements or abandonment of his unit.

ARTICLE XX

COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

The units and common elements shall be owned, occupied and used subject to the following covenants and restrictions:

1. Residential Units. No part of the residential units shall be used for other than housing and related common purposes for which the property was designed. Each unit or any two (2) or more adjoining units used together shall be used as a residence for a single family or such other uses permitted by this Declaration and for no other purpose. That part of the common element separating any two (2) or more adjoining units used together as aforesaid may be altered to afford ingress and egress to and from such adjoining units in such manner and upon such conditions as shall be determined by the Board in writing. Residential units are all units other than hotel units or office/restaurant units located in "Princeton" section.

2. Obstruction of Common Elements and Unit Maintenance. There shall be no obstruction of the common elements nor shall anything be stored in the common elements without prior consent of the Board except as herein expressly provided. Each unit owner shall be obligated to maintain and keep in good order and repair his own unit.

3. Prohibited Use. Nothing shall be done or kept in any unit, or in the common elements, which will increase the rate of insurance on the building or contents thereof, applicable for commercial or residential use, without the prior written consent of the Board. No unit owner shall permit anything to be done or kept in his unit, or in the common elements which will result in the cancellation of insurance on the building, or contents thereof, or which would be in violation of any law. No waste shall be committed in the common elements. No unit owner shall overload the electric wiring in the building, or operate any machines, appliances, accessories, or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others, or connect any machines, appliances, accessories, or equipment to the heating or plumbing system, without the prior written consent of the Board.

4. Unit Owner Insurance. Each unit owner shall be responsible for his own insurance on his personal property in his own unit, his personal property stored elsewhere on the property and his personal liability to the extent not covered by the liability insurance for all the unit owners obtained by the Board as hereinbefore provided.

5. Exterior Attachments. Unit owners shall not cause or permit anything to be placed on the outside walls of the unit and no sign, awning, canopy, shutter, radio, or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Board.

6. Window Treatments. The use and the covering of the interior surfaces of the glass windows and/or doors appurtenant to the interior apartments of the unit, whether by draperies, shades, or other items visible from the exterior of the building, shall be subject to the rules and regulations of the Board.

7. Pets. No animals, reptiles, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any unit or in the common elements, except that dogs, cats or other household pets less than 50 lbs. may be kept in units, subject to rules and regulations adopted by the Board, provided that they are not kept, bred or maintained for any commercial purpose, and

provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property upon three (3) days written notice from the Board.

8. Nuisances. No noxious or offensive activity shall be carried on in any unit or in the common elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other unit owners or occupants.

9. Unsightliness. No clothes, sheets, blankets, laundry or any kind of other articles shall be hung out or exposed on any part of the common elements. The common elements shall be kept free and clear of rubbish, debris and other unsightly materials.

10. Personal Effects. There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the common elements, except that baby carriages, bicycles and other personal property may be stored in the common storage area designated for that purpose and use of such items may be permitted in common areas set aside for such purposes.

11. Commercial Activities. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise designated for profit, altruism, exploration or otherwise shall be conducted, maintained or permitted in any unit, except those designated as hotel or commercial units.

12. "For Sale" and "For Rent" Signs. No "For Sale" or "For Rent" signs, advertising, or other displays shall be maintained or permitted on any part of the property except at such location and in such form as shall be determined by the Board; provided that the right is reserved by the Declarant the developer and their agents, to maintain on the property until the sale of the last unit, all models, sales' offices, and advertising signs, banners and lighting in connection therewith, at such locations and in such forms as they shall determine, together with the right of ingress, egress, and transient parking therefor through the common elements.

13. Common Elements. Nothing shall be altered or constructed in or removed from the common elements, except upon the written consent of the Board. All units located on the top floor of the building shall have the right to the use of the roof immediately above such unit for any lawful purpose including installation of a penthouse, fireplace flues, vents, chimneys, and the like. Prior to exercise of any such right, a unit owner must submit any plans or drawings to the Board of Managers for

approval. Such use, if any, shall not interfere with building venting, machinery or equipment located in and on the roof and shall not affect the structural integrity of the common elements. Any such roof area used by a unit owner shall, for purposes of maintenance and repair, be considered a Limited Common Area for the exclusive use of such unit.

14. Exceptions. The unit restrictions in paragraph 1 and 12 of this Article XX shall not, however, be construed in such a manner as to prohibit a unit owner from: (a) maintaining his professional library therein; (b) keeping his personal business or professional records or accounts therein; or (c) handling his personal business or professional telephone calls or correspondence therefrom or maintaining medical, legal, accounting, or other professional services as long as the use does not interfere with other unit owners peace and quiet enjoyment. Such uses are expressly declared customarily incident to the principal residential use and not in violation of Sections 1 and 12 of this Article XX.

ARTICLE XXI

REMEDIES FOR BREACH OF COVENANTS

1. Abatement and Enjoinment. The violation of any restriction or condition or regulation by the Board, or the breach of any covenant or provision herein contained, shall give the Board the right, in addition to the rights set forth in the next succeeding section: (a) to enter upon that part of the property where such violation or breach exists and summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing, or condition that may exist thereon contrary to the intent and the provisions hereof, and the Declarant, the developer or their successor or assigns, or the Board or its agents, shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceeding, either at law or in equity, the continuance of any breach. All expenses of the Board in connection with such actions or proceedings, including court costs and attorneys fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the highest legal rate until paid, shall be charged to and assessed against such defaulting unit owner, and shall be added to and deemed part of his respective share of the common expenses, and the Board shall have a lien for all of the same upon the unit ownership of such defaulting unit owner and upon all of his additions and improvements thereto and upon all his personal property in his unit or located elsewhere on the property. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board.

2. Involuntary Sale. If any unit owner (either by his own conduct or by the conduct of any occupant of his unit) shall violate any of the covenants or restrictions or provisions of this Declarant, or the regulations adopted by the Board, and such violation shall continue for thirty (30) days after notice in writing from the Board, or shall reoccur more than once after such notice, then the Board shall have the power to issue to the defaulting unit owner a ten (10) day notice in writing to terminate the rights of said defaulting unit owner to continue as a unit owner and to continue to occupy, use or control his unit and thereupon an action in equity may be filed by the members of the Board against the defaulting unit owner for a Decree of Mandatory Injunction against unit owner or occupant or in the alternative for a Decree declaring the termination of the defaulting unit owner's right to occupy, use, or control the unit owned by him on account of the said violation and ordering that the right, title and interest of the unit owner in the property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the Court shall establish, except that the court shall enjoin and restrain the defaulting unit owner from reacquiring his interest in the property at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys fees and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting unit owner in said Decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the unit owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the unit ownership and to immediate possession of the unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the Decree shall provide that the purchaser shall take the interest in the property sold subject to this Declaration.

ARTICLE XXII

GENERAL PROVISIONS

1. Notice to Mortgagees. Upon written request to the Board, the holder of any duly recorded mortgage or Trust Deed against any unit ownership shall be given a copy of any and all notices permitted or required by this Declaration to be given to the unit owner whose unit ownership is subject to such mortgage or Trust Deed.

2. Notice to Board, Association and Unit Owners. Notices provided for in this declaration and in the Act shall be in writing and shall be addressed to the Board or association or any unit owner as the case may be at: Strath Haven Condominium, Harvard & Yale Avenues, Swarthmore, Pennsylvania,

(indicating thereon the number of the respective unit if addressed to a unit owner), or at such other address as herein provided. The association or Board may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all unit owners. Any unit owner may also designate a different address for notices to him by giving written notice of his change of address to the Board or Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail, or when delivered in person with written acknowledgement of the receipt thereof, or if addressed to a unit owner, when deposited in his mailbox in the building or at the door of his unit in the building.

3. Notice to Decedent. Notices required to be given any devisee or personal representative of a deceased unit owner may be delivered either personally or by mail to such party at his or its address appearing in the records of the court wherein the estate of such deceased unit owner is being administered.

4. Binding Effect. Each grantee of the Declarant, by acceptance of a deed of conveyance, or each purchaser under any contract for such deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges and the jurisdiction, rights and powers created or reserved by this Declaration and all rights, benefits, and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in the property or any unit and shall inure to the benefit of such unit owner in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance.

5. Waiver. No covenants, restrictions, conditions, obligations or provisions contained in the Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

6. Amendment. Except as otherwise provided in the Act, this Declaration and By-Laws, the provisions of the condominium instruments may be amended, changed or modified by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by all of the members of the Board, at least three-fourths (3/4) of the unit owners, and the approval of any mortgagees required under the provisions of the condominium instruments, and containing an affidavit by the President of the Board certifying that a copy of the amendment, change or modification has been mailed by

certified mail to all mortgagees having bona fide liens of record against any unit, not less than ten (10) days prior to the date of such Affidavit. Any amendment, change or modification shall conform to the provisions of the Condominium Property Act and shall be effective upon recordation thereof. No change, modification or amendment which affects the rights, privileges, or obligations of the Declarant or the developer shall be effective without the prior written consent of the Declarant or the developer. Except to the extent authorized by provisions of the Act, no amendment to the condominium instruments shall change the boundaries of any unit or the undivided interest in the common elements, the number of votes in the Unit Owners' Association, or the liability for common expenses appertaining to a unit. The President and/or Secretary are authorized to prepare, execute, certify and record any amendments to the Declaration on behalf of the association.

7. Invalidity. The invalidity of any covenant, restriction, condition, limitation, or any other provisions of this Declaration, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the remainder of the Declaration.

8. Liens. In the event any lien exists against two (2) or more units and the indebtedness secured by such lien is due and payable, the unit owner of any such unit so affected may remove such unit and the undivided interest in the common elements appertaining thereto from such lien by payment of the proportional amount of such indebtedness attributable to such unit. In the event such lien exists against the units or against the property, the amount of such proportional payment shall be computed on the basis of the percentage set forth in the Declaration. Upon payment as herein provided, it is the duty of the encumbrancer to execute and deliver to the unit owner a release of such unit and the undivided interest in the common elements appertaining thereto from such lien.

The owner of such unit shall not be liable for any claims, damages or judgments entered as a result of any action or inaction of the Board of Managers of the Association other than for Mechanic's Liens as hereinafter set forth. Each unit owner's liability for any judgment entered against the Board of Managers or the association, if any, shall be limited to his proportionate share of the indebtedness as set forth herein, whether collection is sought through assessment or otherwise. A unit owner shall be liable for any claim, damage or judgment entered as a result of the use or operation of his

unit, or caused by his own conduct. Before conveying a unit, a developer shall record or furnish purchaser releases of all liens affecting that unit and its common element interest which the purchaser does not expressly agree to take subject to or assume, or the developer shall provide a surety bond or substitute collateral for or insurance against such liens. After conveyance of such unit, no Mechanic's Lien shall be created against such unit or its common element interest by reason of any subsequent contracts by the developer to improve or make additions to the property.

If, as a result of work expressly authorized by the Board of Managers, a Mechanic's Lien claim is placed against the property or any portion of the property, each unit owner shall be deemed to have expressly authorized it and consented thereto, and shall be liable for the payment of his unit's proportionate share of any due and payable indebtedness.

9. Release of Claims. Each unit owner hereby waives and releases any and all claims he may have against the other unit owner, occupant, the association, its officers, members of the Board, the Declarant, the managing agent, and their respective employees and agents, for damage to the common elements, the units, or to any personal property located in the units or common elements, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance.

10. Construction. The provisions of this Declaration shall be liberally constructed to effectuate its purpose of creating a uniform plan for the operation of a first class condominium apartment building.

11. Headings. The headings and captions herein are inserted for convenient reference only and shall not be deemed to construe or limit the sections and articles to which they apply.

12. Land Trust Unit Owners' Exculpation. In the event title to any unit ownership is conveyed to a land titleholding trust, under the terms of which all powers of management, operation and control of the unit ownership remain vested in the trust beneficiary or beneficiaries, then the unit ownership under such trust and the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants, and undertakings chargeable or created under this Declaration against such unit ownership. No claim shall be made against any such titleholding Trustee personally for payment of any lien or obligation hereunder created and the Trustee shall not be obligated to sequester funds or trust property to apply

in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the unit ownership and the beneficiaries interest of any such trust of any transfers of title of such unit ownership.

IN WITNESS WHEREOF, the said DENNIS H. MARCHUK, ARTHUR KINAST, and HARRY TURKINGTON, Co-Partners, as Declarant as aforesaid, and have caused its name to be signed in these presence, this 2nd day of September, 1981.

[Signature] (SEAL)
Dennis H. Marchuk, Co-Partner
[Signature] (SEAL)
Arthur Kinast, Co-Partner
[Signature] (SEAL)
Harry Turkington, Co-Partner

ATTEST:

STATE OF PENNA.)
COUNTY OF DELAWARE) SS

I, Albert C. LaRue, a Notary Public in and for said county, in the State aforesaid, do hereby certify that DENNIS H. MARCHUK, ARTHUR KINAST, and HARRY TURKINGTON, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 2nd day of September, 1981.

[Signature]
Notary Public

My commission expires:
ALBERT C. LARUE, NOTARY PUBLIC
MEDIA BORO., DELAWARE CO.
My Commission Expires June 19, 1983

EXHIBIT A
PLATS AND PLANS

STRATH HAVEN CONDOMINIUM

YALE & HARVARD AVENUES

SWARTHMORE · DELAWARE COUNTY · PENNSYLVANIA

FOR

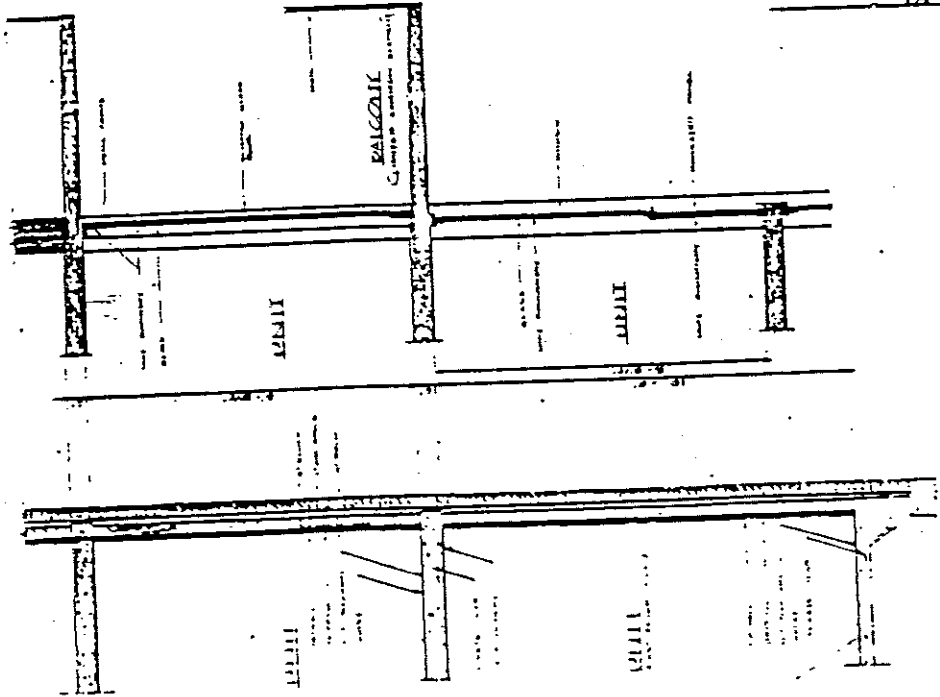
PREPARED BY

YERKES ASSOCIATES, III, INC.

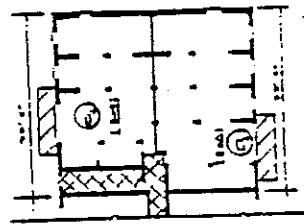
101 CHARLES DRIVE · BRYN MAWR · PENNSYLVANIA

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TYPICAL PERIMETER DETAILS



YEAKER ASSOCIATES, INC.
 ARCHITECTS
 1000 MARKET STREET, PHILADELPHIA, PA. 19107
 TEL: 215-595-1200

Strath Haven Condominium
 TALE & HARVARD AVENUES - SWARTIMORE
 DELAWARE COUNTY - PENNSYLVANIA

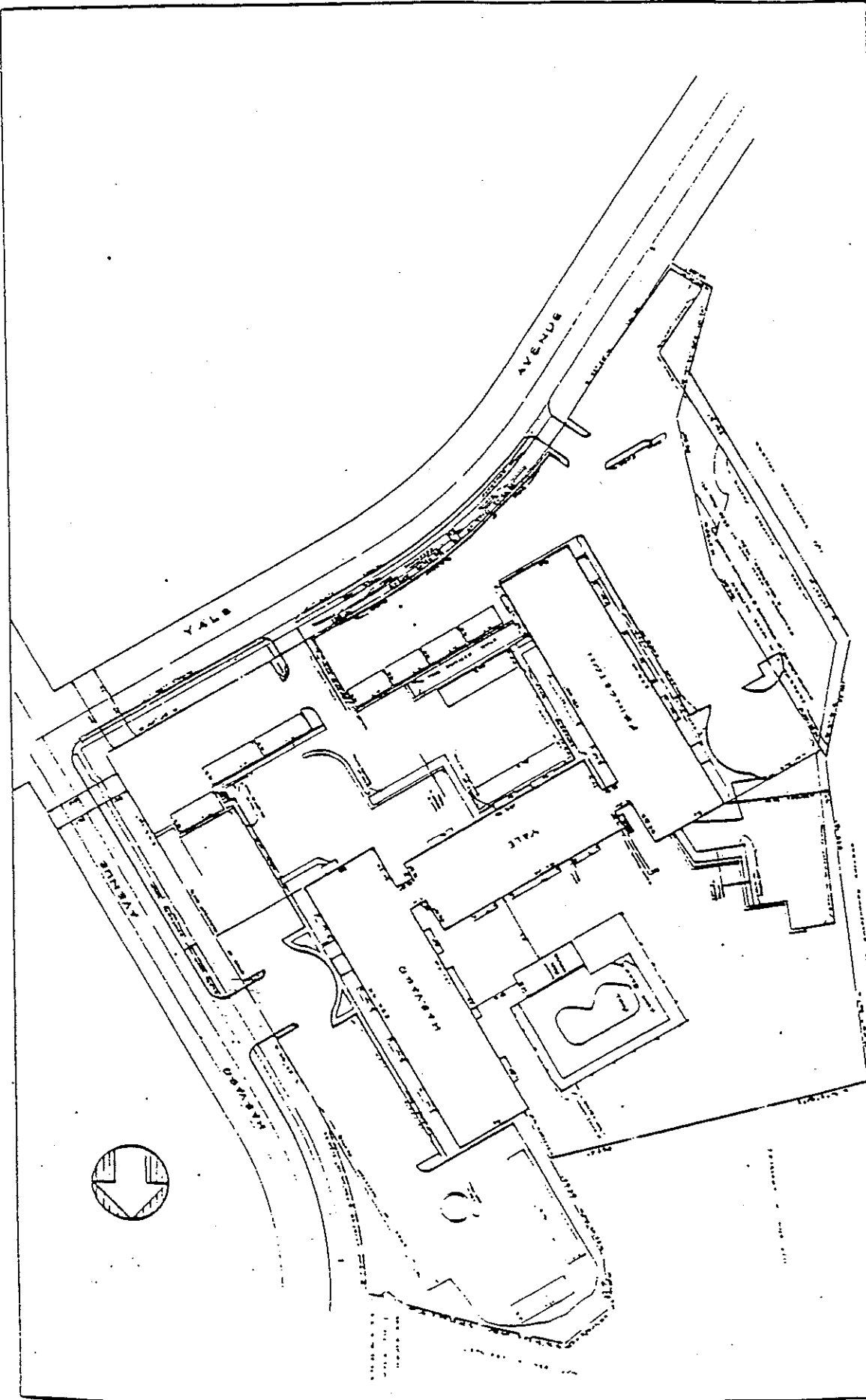
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Strath Haven Condominium
 7411 & HARVARD AVENUES
 SPARTANBURG
 DELAWARE COUNTY PENNSYLVANIA

YERKER ASSOCIATES, INC.
 1000 MARKET STREET
 PHILADELPHIA, PA 19106
 (215) 562-1234

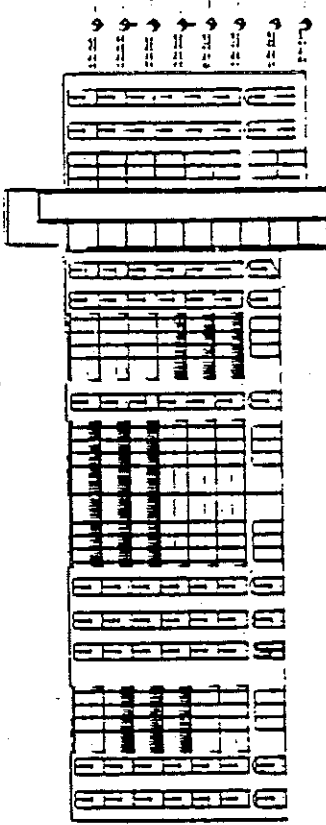


SHEET NO. 3
 OF 11
 DATE 11-11-11

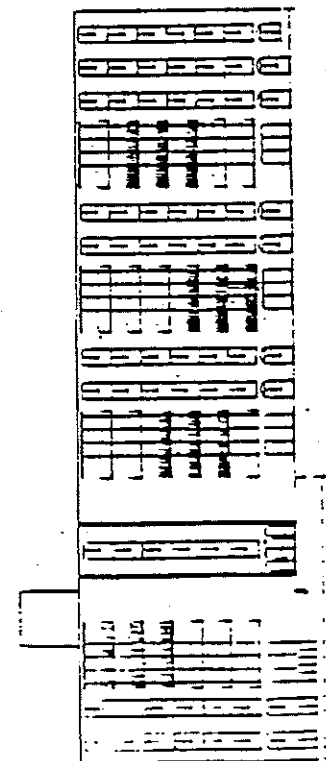
CLASS & CLASS
SITE PLAN

Strath Haven Condominium
 1171 B HARVARD AVENUES
 SWARTIMORE
 DELAWARE COUNTY
 PENNSYLVANIA

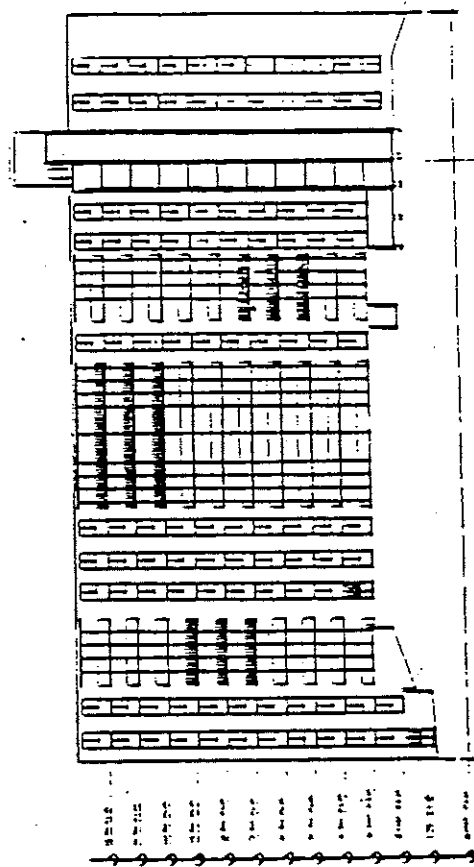
YERKER ASSOCIATES, INC.
 101 CHERRY DRIVE
 HAVRE DE GRACE, MD 21058
 TEL: 410-326-1111
 FAX: 410-326-1112
 WWW.YERKER.COM



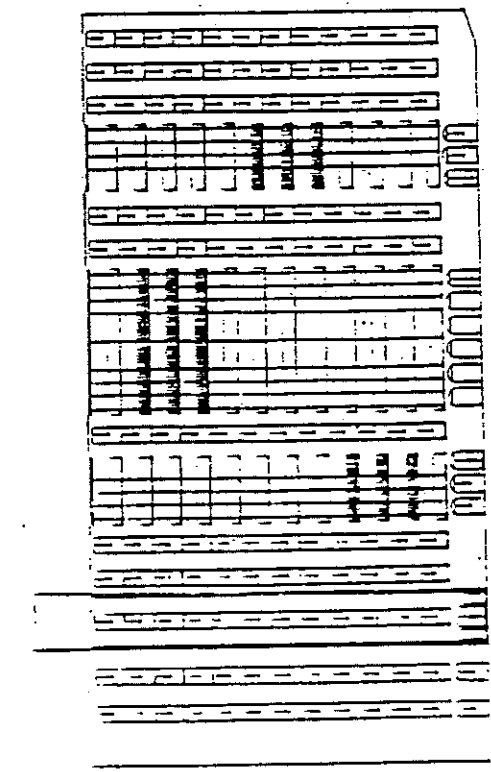
HARVARD WING - REAR ELEVATION



HARVARD WING - FRONT ELEVATION



PRINCETON WING - REAR ELEVATION



PRINCETON WING - FRONT ELEVATION

NO. 4
OF 11

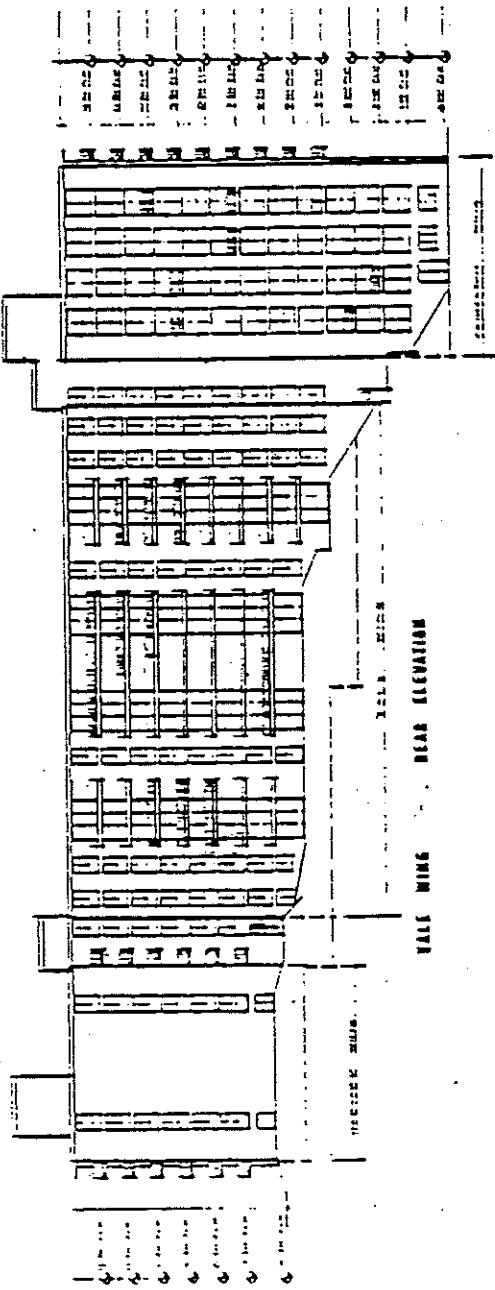
CELLS & STAIRS
ELEVATIONS

Strath Haven Condominium

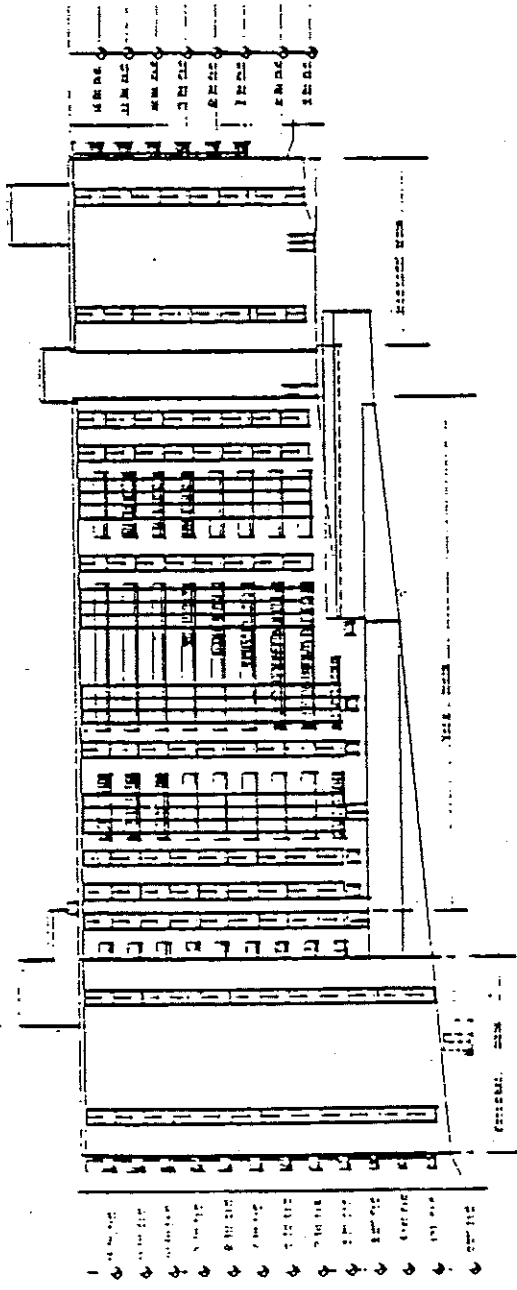
TALE & HARVARD AVENUES - SWARTHMORE
DELAWARE COUNTY PENNSYLVANIA

YERKES ASSOCIATES, INC.

ARCHITECTS
1000 MARKET STREET
PHILADELPHIA, PA. 19106
TELEPHONE 215-576-1000



YALE WING REAR ELEVATION

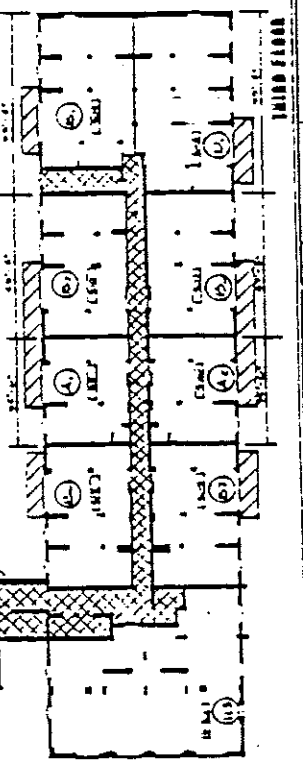
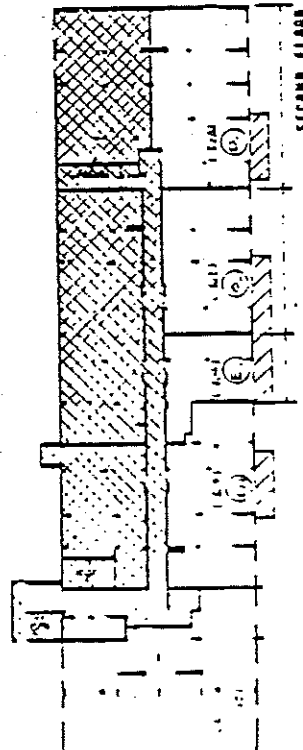
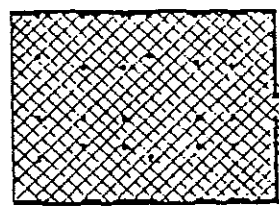
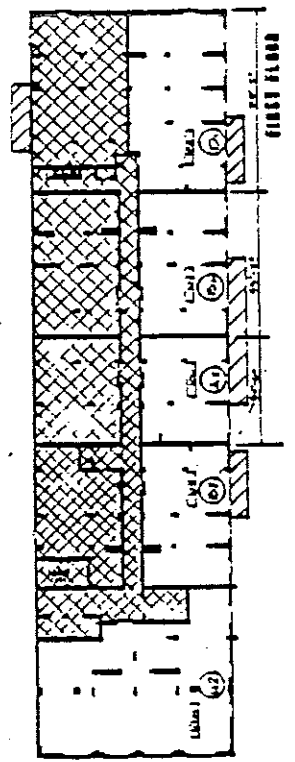
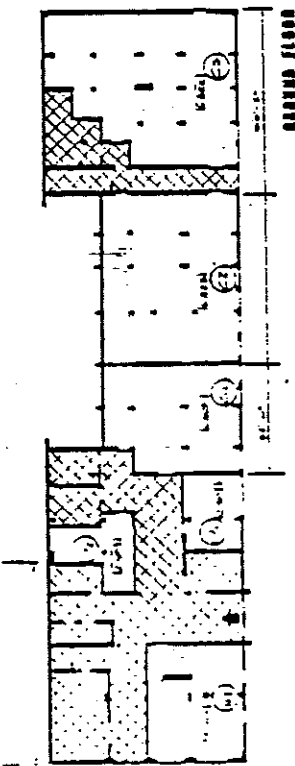


YALE WING FRONT ELEVATION

STRATH HAVEN CONDOMINIUM

Strath Haven Condominium
 YALE & HARVARD AVENUES SWARTHMORE
 DELAWARE COUNTY PENNSYLVANIA

YERKER ASSOCIATES, INC.
 ARCHITECTS
 1000 MARKET STREET, PHILADELPHIA, PA. 19102
 (215) 563-1000

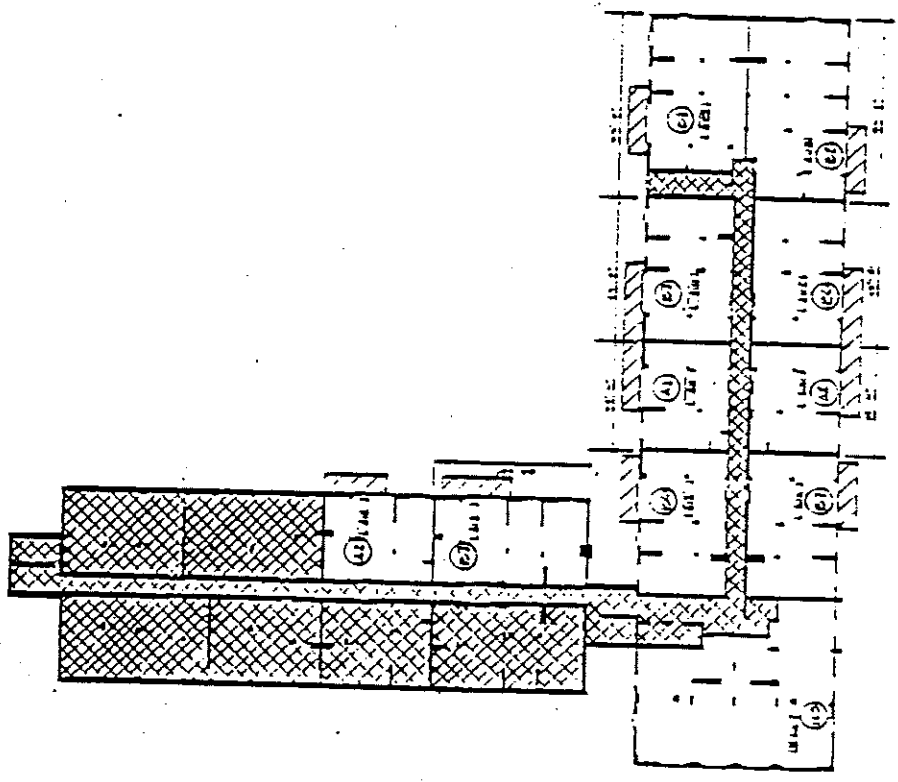


ERKER ASSOCIATES, INC.
 ARCHITECTS
 1000 MARKET STREET, SUITE 1000, PHILADELPHIA, PENNSYLVANIA 19102
 TEL: 215-595-1000

Strath Haven Condominium
 1000 MARKET STREET, SUITE 1000, PHILADELPHIA, PENNSYLVANIA 19102
 TEL: 215-595-1000

PLAN A - FLOOR
GROUND FLOOR
FLOOR MARK

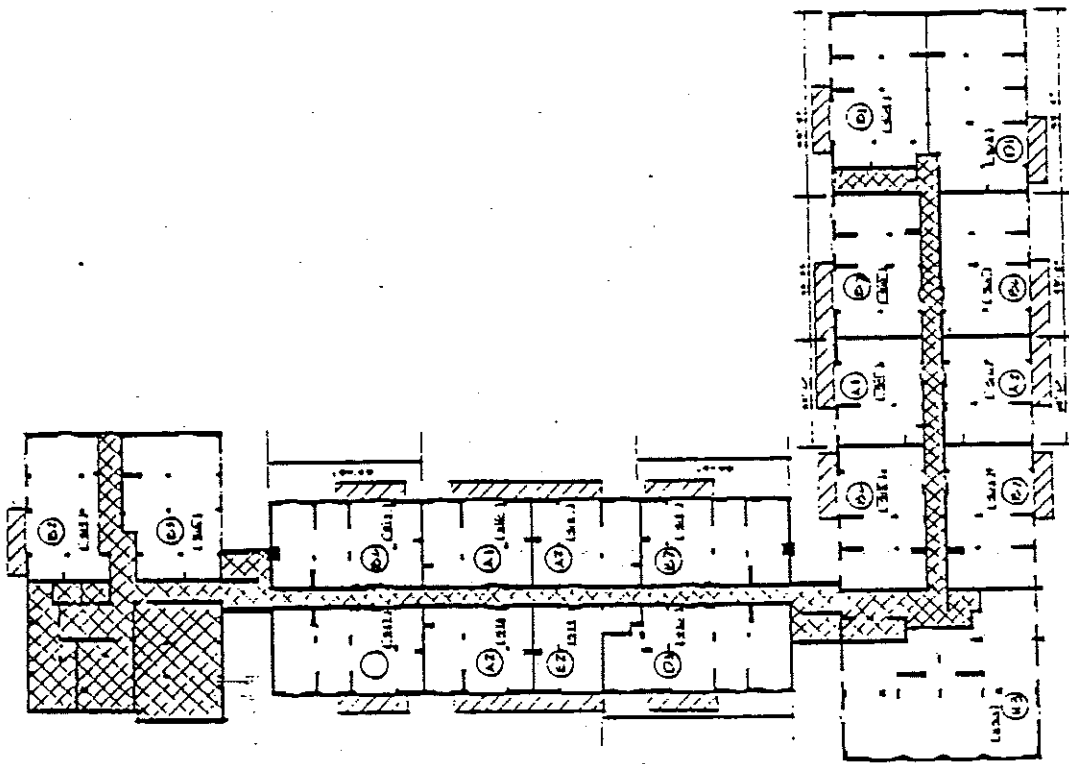
SHEET **6**
 OF **13**



CLASS & SCALE
 1/8" = 1'-0" PLAN
 SHEET 7
 OF 11

Strath Haven Condominium
 501 & HARVARD AVENUES - SWARTHMORE
 DELAWARE COUNTY - PENNSYLVANIA

IGEN ASSOCIATES, INC.
 ARCHITECTS
 1000 MARKET STREET, SUITE 100
 PHILADELPHIA, PA. 19107
 TEL: 215-595-1100



DATE: 11/11/81
 DRAWN BY: [Signature]

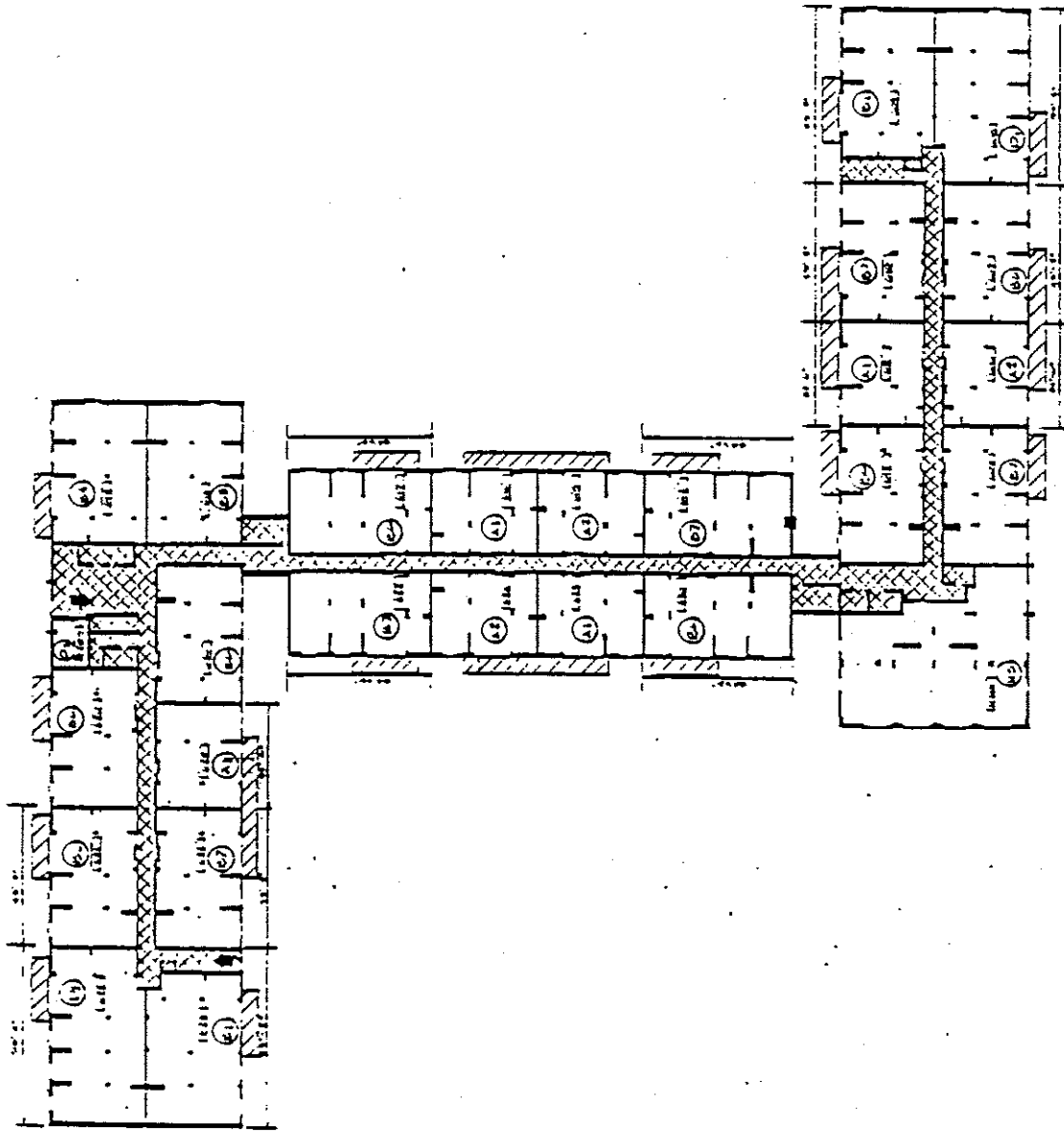
CLASS & CLASS
 A111 - FLOOR PLAN



Strath Haven Condominium
 1415 & HARVARD AVENUES
 SWARTHMORE
 DELAWARE COUNTY PENNSYLVANIA

SEAKER ASSOCIATES, INC.
 ARCHITECTS

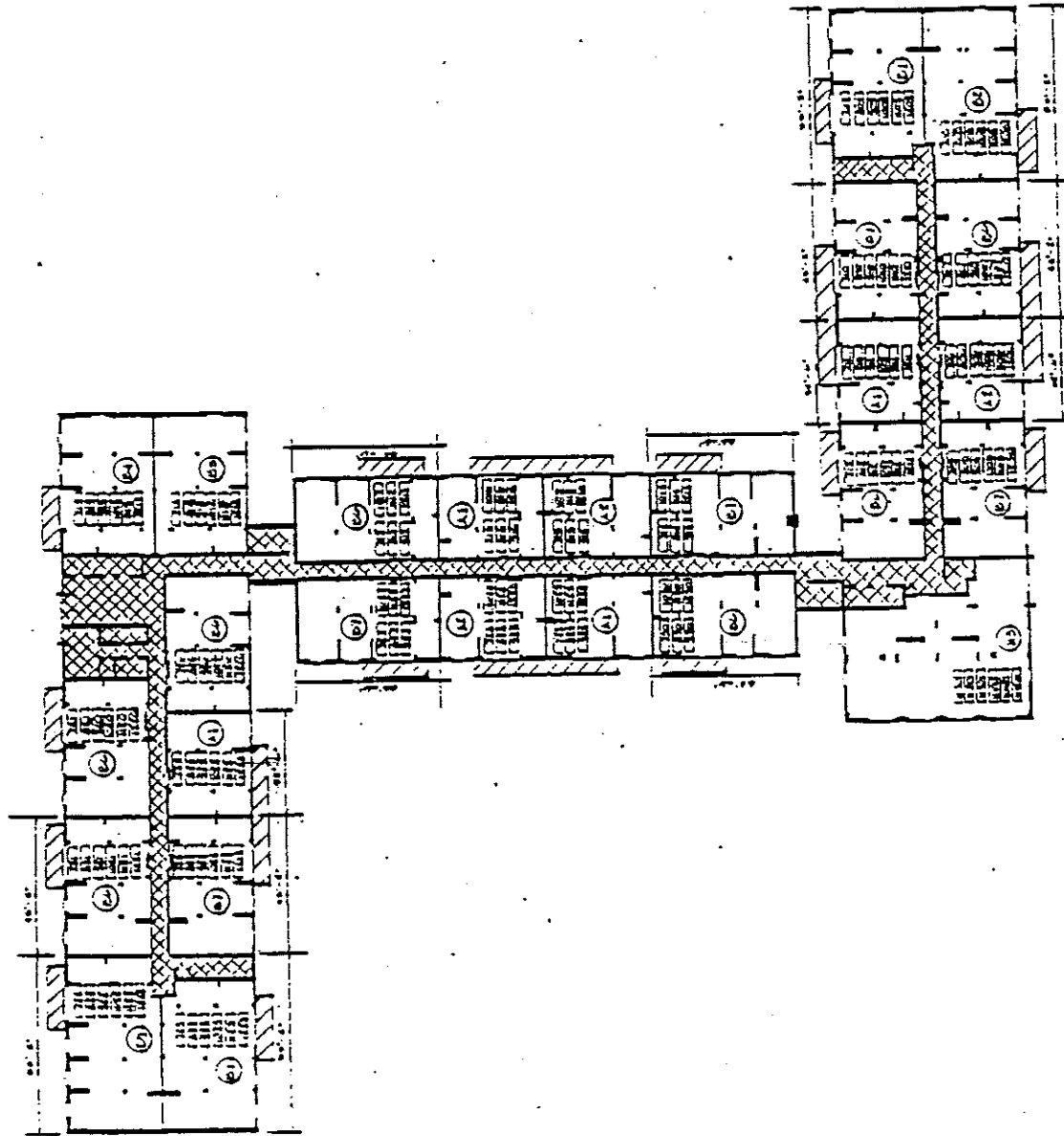
1415 & HARVARD AVENUES
 SWARTHMORE, PA 19381
 (610) 261-1111



YERKES ASSOCIATES, INC.
 ARCHITECTS
 1000 MARKET STREET, PHILADELPHIA, PA. 19103
 TEL: 215-595-1200

Strath Haven Condominium
 501 & HARVARD AVENUES - SPARTANBURG
 DE LAWARE COUNTY - PENNSYLVANIA

DATE: 11/11/88
 SHEET: 9
 OF: 13



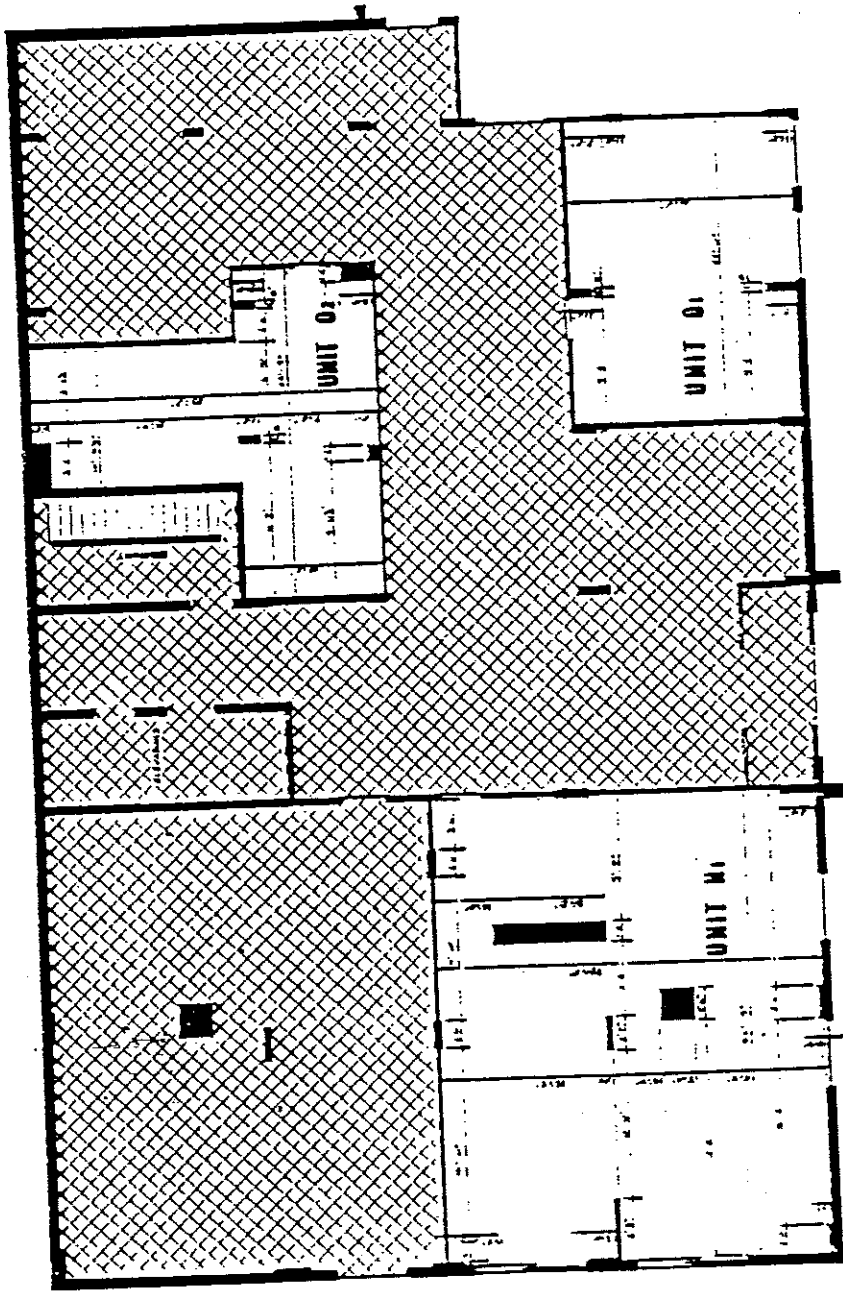
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STRATH HAVEN CONDOMINIUM
 PLANNING AND ARCHITECTURE



Strath Haven Condominium
 1000 HARVARD AVENUE - SWARTHMORE
 DELAWARE COUNTY - PENNSYLVANIA

YERKES ASSOCIATES, INC.
 ARCHITECTS
 1000 HARVARD AVENUE - SWARTHMORE, PA. 19081
 PHILADELPHIA, PA. 19103

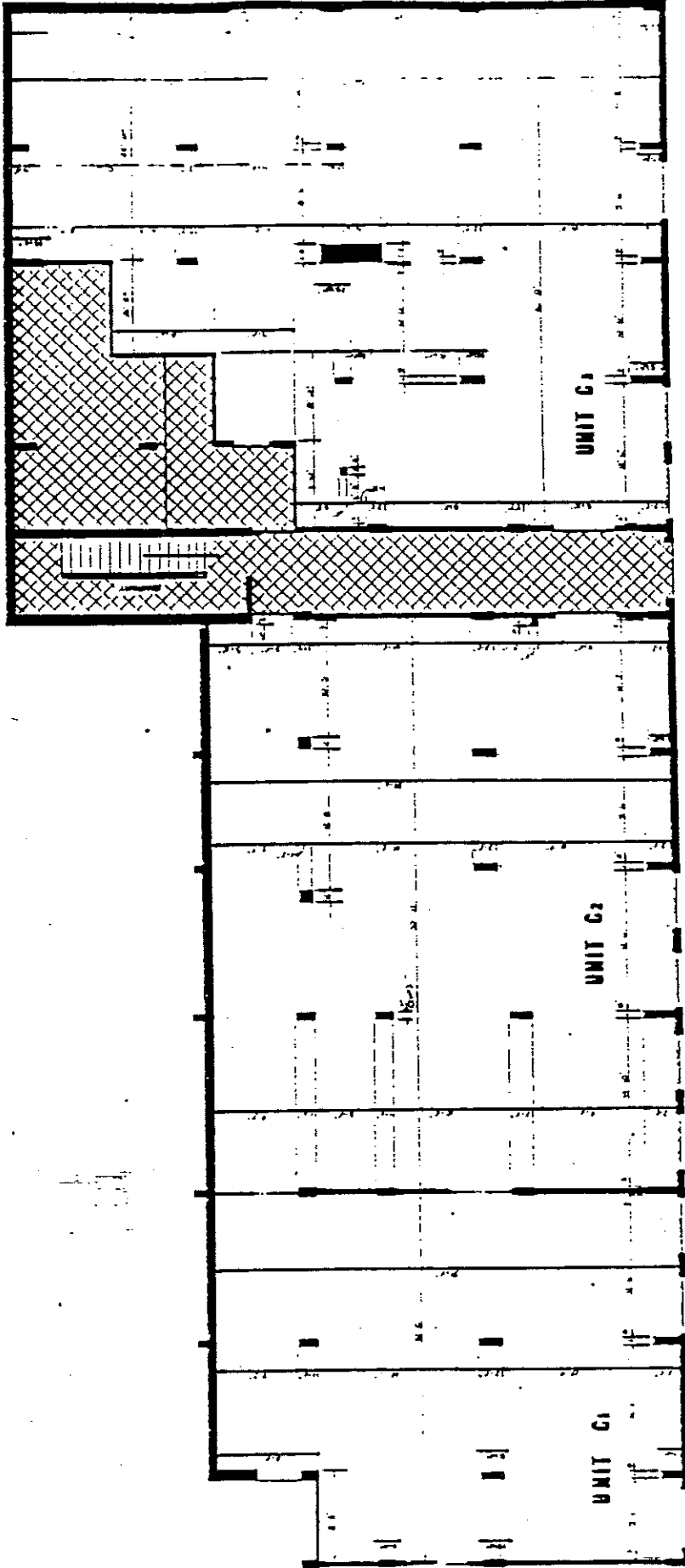


CLASS & ZONING
 TYPICAL UNIT PLANS

Strath Haven Condominium
 VALE & HARVARD AVENUES · SWARTHMORE
 DELAWARE COUNTY · PENNSYLVANIA

YERKES ASSOCIATES, INC.
 ARCHITECTS · ENGINEERS · INTERIORS · PLANNING
 1000 MARKET STREET · PHILADELPHIA, PA 19103
 (215) 562-1000

DATE: 11
 SHEET: 13



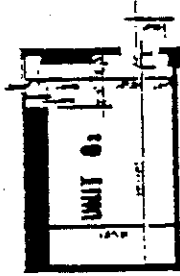
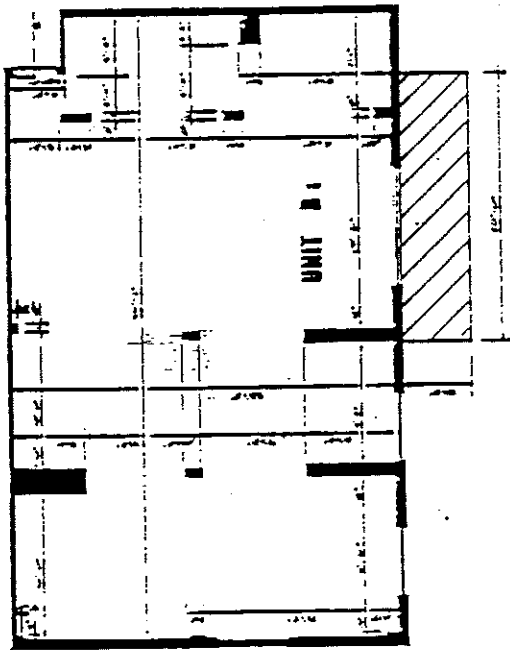
Sheet 12 of 10

STRATH HAVEN CONDOMINIUM



Strath Haven Condominium
 YALE & HARVARD AVENUES
 SWARTHMORE
 DELAWARE COUNTY PENNSYLVANIA

YERKER ASSOCIATES, INC.
 ARCHITECTS
 1000 MARKET STREET, SUITE 1000
 PHILADELPHIA, PENNSYLVANIA 19107
 (215) 562-1000

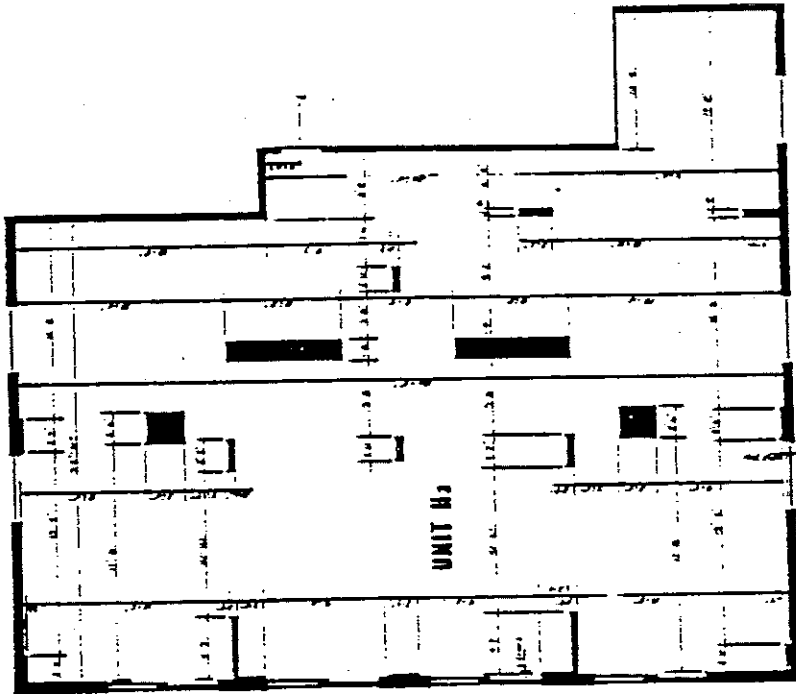


YERKES ASSOCIATES, INC.
 1000 MARKET STREET, PHILADELPHIA, PA. 19103
 ARCHITECTS

Strath Haven Condominium
 VALE & HARVARD AVENUES SMARTHORE
 DELAWARE COUNTY PENNSYLVANIA

CLASS. & CLASS.
TYPICAL UNIT PLANS

UNIT 111
 UNIT 112



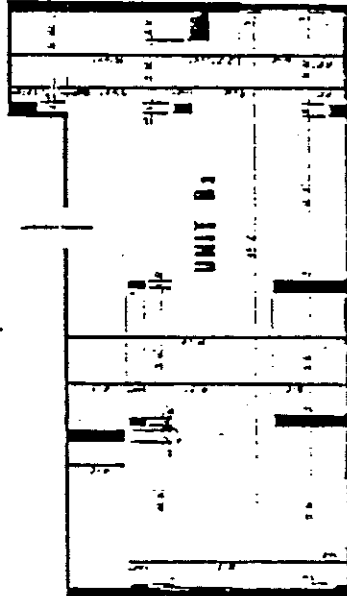
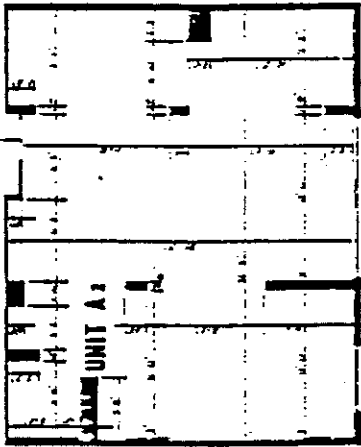
14
17

TYPICAL UNIT PLANS



Strath Haven Condominium
 5111 & MARVARD AVENUES SWARTHMORE
 PENNSYLVANIA DELAWARE COUNTY

YERKES ASSOCIATES, INC.
 ARCHITECTS
 1000 MARKET STREET PHILADELPHIA, PA. 19106
 TEL: 215-595-1200

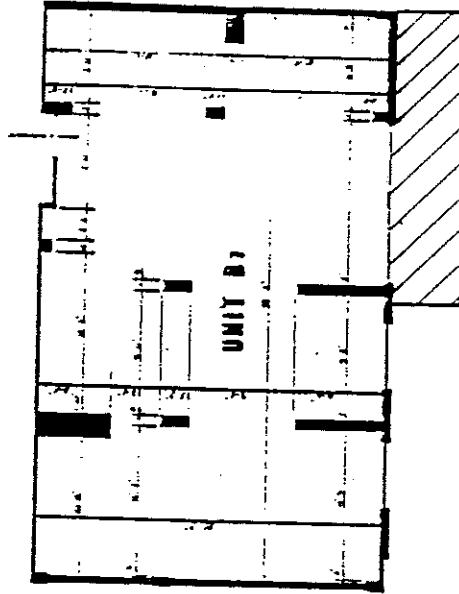
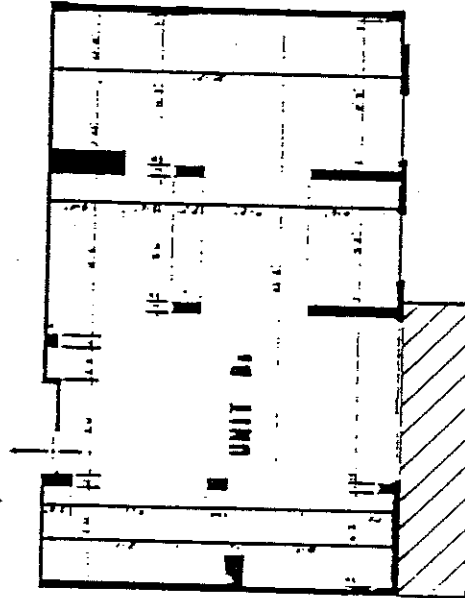
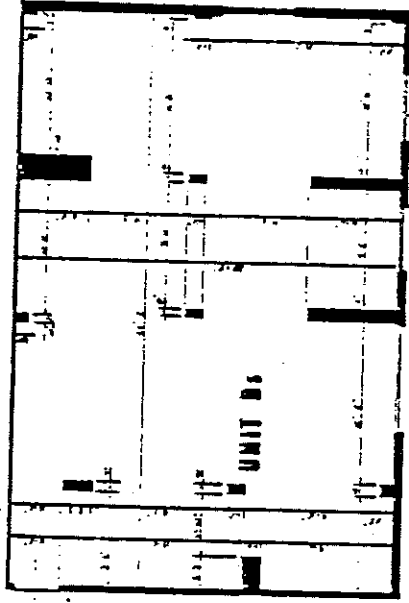
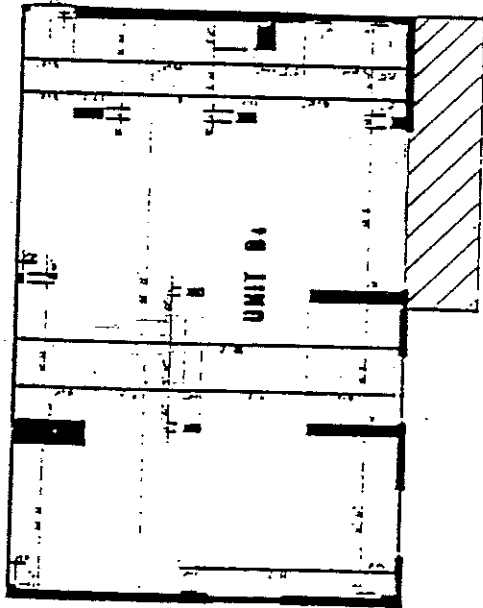


YERKER ASSOCIATES, INC.
 1000 MARKET STREET
 PHILADELPHIA, PENNSYLVANIA 19103
 (215) 562-1234

Strath Haven Condominium
 1416 S. HARVARD AVENUE SWARTHMORE
 DELAWARE COUNTY PENNSYLVANIA

LEGAL PLAN
TYPICAL UNIT PLANS

SHEET
15
 OF 17



YERKER ASSOCIATES, INC.

Strath Haven Condominium.

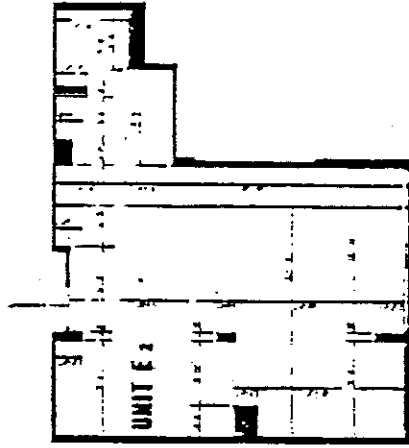
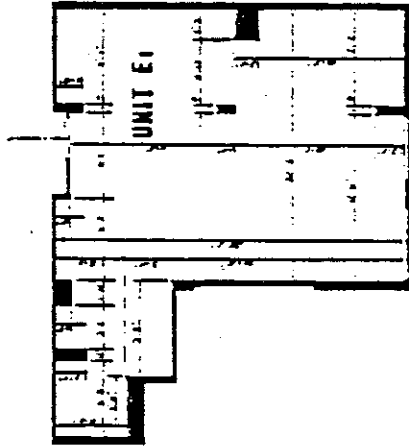
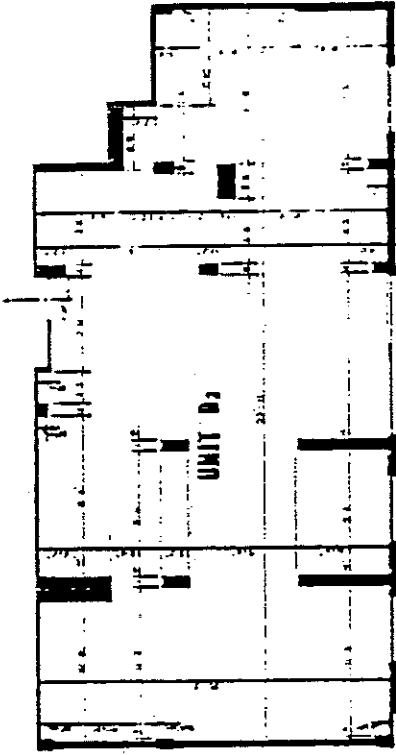
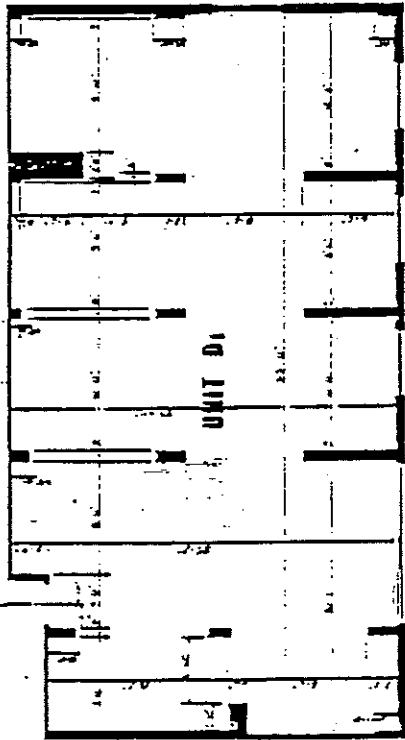
YALE & HARVARD AVENUES - SMARTHAMORE
DELAWARE COUNTY - PENNSYLVANIA



PLANS & SPEC.

UNIT PLANS

18
17



VERKES ASSOCIATES, INC.
 1000 MARKET STREET, PHILADELPHIA, PA 19104
 ARCHITECTS

Strath Haven Condominium

101 & HARVARD AVENUES - SWARTHMORE
 DELAWARE COUNTY PENNSYLVANIA

PLANNED BY
 VERKES ASSOCIATES

Sheet 17
 of 11

GENERAL NOTES

1. The name by which the condominium shall be known is "The Wildman Arms Condominiums".
2. These Plats and Plans consist of seventeen (17) sheets.
3. Unit title lines have been partially and schematically described on Sheet No. 1. This partial description shall not constitute a complete and universally applicable standard. Refer to the section of the Declaration for the Condominium, entitled "Unit Title Lines" for the complete location of the title lines for the individual units.
4. Ceiling heights as designated on title line schematics and elevations are not universal and do not necessarily refer to all unit areas. See note 3 above.
5. Terraces are a limited common element of that unit to which they are contiguous and serve that unit to which they are contiguous as an inseparable appurtenance thereto.
6. Wires, cables, pipes, conduits, ducts, chutes and flues (if any) located partially within and partially outside the title lines of a unit are limited common elements allocated to that unit if and to the extent they serve only that unit and are common elements if and to the extent they serve more than one unit, notwithstanding that the location and dimensions of these common elements and limited common elements may not appear on these plats and plans.
7. The description of the uses of various portions of the common elements shown on this declaration plan merely indicates the current or projected uses thereof, and such description shall not be deemed to prevent any such portion of the common elements from being used for one or more other purposes, from time to time, if it is otherwise lawful to do so.
8. Unit depictions on specific floor plans are graphic and are not meant to indicate precise unit dimensions or interior layouts. Refer to Typical Unit Plans for unit dimensions and layout.
9. Plats and plans have been prepared from existing plans and records, random inspection and survey, and verbal descriptions obtained from various management personnel and are limited by the accuracy of these sources.
10. These plats and plans constitute Exhibit "A" of the Declaration of Condominium of Wildman Arms Condominiums and are intended solely for use in that capacity.

LEGEND

UNIT



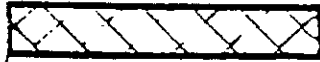
WALLS, STRUCTURAL ELEMENTS
AND MECHANICAL CHASES



UNIT TYPE



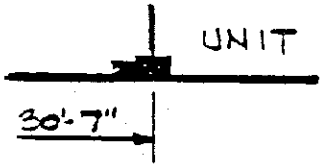
COMMON ELEMENT AREA



LIMITED COMMON ELEMENT
AREA



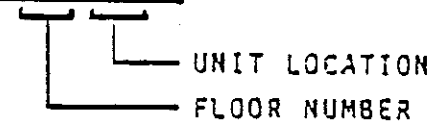
DISTANCE FROM INSIDE FACE
OF PARTI WALL TO OUTSIDE
CORNER OF BUILDING WALL



UNIT NUMBER



NOTE: REFER TO "GENERAL
NOTES", SHEET #1

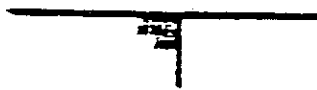


LEGEND

UNIT



WALLS, STRUCTURAL ELEMENTS
AND MECHANICAL CHASES



UNIT TYPE



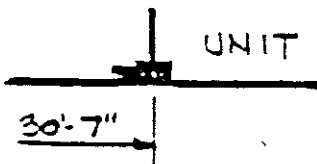
COMMON ELEMENT AREA



LIMITED COMMON ELEMENT
AREA



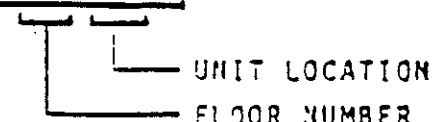
DISTANCE FROM INSIDE FACE
OF PARTI WALL TO OUTSIDE
CORNER OF BUILDING WALL



UNIT NUMBER



NOTE: REFER TO "GENERAL
NOTES", SHEET #1



SCHEDULE B

<u>BUILDING</u>	<u>UNIT NO.</u>	<u>UNIT TYPE</u>	<u>SQ FT</u>	<u>BALCONY/TERRACE</u>	<u>PERCENTAGE</u>
PRINCETON	H-G01	H1	945	No	.36660
PRINCETON	O-G02	O1	370	No	.14356
PRINCETON	C-G03	O2	395	No	.15326
PRINCETON	C-G04	C1	1215	No	.47141
PRINCETON	C-G05	C2	1960	No	.76047
PRINCETON	C-G06	C3	2150	No	.83419
PRINCETON	H-101	H2	2200	No	.85323
PRINCETON	105	B7	1050	Yes	.40740
PRINCETON	106	A2	780	Yes	.30264
PRINCETON	107	B6	1050	Yes	.40740
PRINCETON	108	D1	1435	Yes	.55677
PRINCETON	H-201	H3	2235	No	.86681
PRINCETON	205	D2	1220	Yes	.47335
PRINCETON	206	E1	575	Yes	.22310
PRINCETON	207	B6	1050	Yes	.40740
PRINCETON	208	D1	1435	Yes	.55677
PRINCETON	H-301	H3	2235	No	.86681
PRINCETON	305	B7	1050	Yes	.40740
PRINCETON	306	A2	780	Yes	.30264
PRINCETON	307	B6	1050	Yes	.40740
PRINCETON	308	D1	1435	Yes	.55677
PRINCETON	309	B1	1240	Yes	.48111
PRINCETON	310	B7	1050	Yes	.40740
PRINCETON	311	A1	780	Yes	.30264
PRINCETON	312	B6	1050	Yes	.40740
PRINCETON	H-401	H3	2235	No	.86681
PRINCETON	405	B7	1050	Yes	.40740
PRINCETON	406	A2	780	Yes	.30264
PRINCETON	407	B6	1050	Yes	.40740
PRINCETON	408	D1	1435	Yes	.55677
PRINCETON	409	B1	1240	Yes	.48111
PRINCETON	410	B7	1050	Yes	.40740
PRINCETON	411	A1	780	Yes	.30264
PRINCETON	412	B6	1050	Yes	.40740
YALE	414	B7	1040	Yes	.40352
YALE	415	A2	780	Yes	.30264
PRINCETON	H-501	H3	2235	No	.86681
PRINCETON	505	B7	1050	Yes	.40740
PRINCETON	506	A2	780	Yes	.30264
PRINCETON	507	B6	1050	Yes	.40740
PRINCETON	508	D1	1435	Yes	.55677
PRINCETON	509	B1	1240	Yes	.48111
PRINCETON	510	B7	1050	Yes	.40740
PRINCETON	511	A1	780	Yes	.30264
PRINCETON	512	B6	1050	Yes	.40740
YALE	514	B7	1040	Yes	.40352
YALE	515	A2	780	Yes	.30264
YALE	516	A1	780	Yes	.30264
YALE	517	B6	1050	Yes	.40740

SCHEDULE B CONTINUED" PAGE TWO

<u>BUILDING</u>	<u>UNIT NO.</u>	<u>UNIT TYPE</u>	<u>SQ FT</u>	<u>BALCONY/TERRACE</u>	<u>PERCENTAGE</u>
HARVARD	518	B3	1150	Yes	.44619
HARVARD	519	B2	860	Yes	.33368
PRINCETON	529	E2	575	Yes	.22310
PRINCETON	530	D3	1220	Yes	.47335
PRINCETON	H-601	H3	2235	No	.86681
PRINCETON	605	B7	1050	Yes	.40740
PRINCETON	606	A2	780	Yes	.30264
PRINCETON	607	B6	1050	Yes	.40740
PRINCETON	608	D1	1435	Yes	.55677
PRINCETON	609	B1	1240	Yes	.48111
PRINCETON	610	B7	1050	Yes	.40740
PRINCETON	611	A1	780	Yes	.30264
PRINCETON	612	B6	1050	Yes	.40740
YALE	614	B7	1040	Yes	.40740
YALE	615	A2	780	Yes	.30264
YALE	616	A1	780	No	.30264
YALE	617	B6	1050	Yes	.40740
HARVARD	618	B5	1210	Yes	.46947
HARVARD	619	B4	1180	Yes	.45783
HARVARD	620	B6	1050	Yes	.40740
HARVARD	621	B6	1050	Yes	.40740
HARVARD	622	D1	1435	Yes	.55677
HARVARD	623	B1	1240	Yes	.48111
HARVARD	624	B7	1050	Yes	.40740
HARVARD	625	A1	780	Yes	.30264
HARVARD	626	B6	1050	No	.40740
YALE	627	B7	1050	Yes	.40740
YALE	628	A1	780	Yes	.30264
YALE	629	A1	780	Yes	.30264
YALE	630	B6	1050	Yes	.40740
YALE	620A	O3	150	No	.05820
PRINCETON	H-701	H3	2235	No	.86681
PRINCETON	705	B7	1050	Yes	.40740
PRINCETON	706	A2	780	Yes	.30264
PRINCETON	707	B6	1050	Yes	.40740
PRINCETON	708	D1	1435	Yes	.55677
PRINCETON	709	B1	1240	Yes	.48111
PRINCETON	710	B7	1050	Yes	.40740
PRINCETON	711	A1	780	Yes	.30264
PRINCETON	712	B6	1050	Yes	.40740
YALE	714	B7	1050	Yes	.40740
YALE	715	A2	780	Yes	.30264
YALE	716	A1	780	Yes	.30264
YALE	717	B6	1050	Yes	.40740
HARVARD	719	B5	1210	No	.46947
HARVARD	719	B4	1180	Yes	.45783
HARVARD	720	B6	1050	Yes	.40740
HARVARD	721	B6	1050	Yes	.40740
HARVARD	722	D1	1435	Yes	.55677
HARVARD	723	B1	1240	Yes	.48111
HARVARD	724	B7	1050	Yes	.40740
HARVARD	725	A1	780	Yes	.30264

SCHEDULE B CONTINUED PAGE THREE

<u>BUILDING</u>	<u>UNIT NO.</u>	<u>UNIT TYPE</u>	<u>SQ FT</u>	<u>BALCONY?TERRACE</u>	<u>PERCENTAGE</u>
HARVARD	726	B6	1050	No	.40740
YALE	727	B7	1050	Yes	.40740
YALE	728	A2	780	Yes	.30264
YALE	729	A1	780	Yes	.30264
YALE	730	B6	1050	Yes	.40740
PRINCETON	H-801	H3	2235	No	.86681
PRINCETON	805	B7	1050	Yes	.40740
PRINCETON	806	A2	780	Yes	.30264
PRINCETON	807	B6	1050	Yes	.40740
PRINCETON	808	D1	1435	Yes	.55677
PRINCETON	809	B1	1240	Yea	.48111
PRINCETON	810	B7	1050	Yes	.40740
PRINCETON	811	A1	780	Yes	.30264
PRINCETON	812	B6	1050	Yes	.40740
YALE	814	B7	1050	Yes	.40740
YALE	815	A2	780	Yes	.30264
YALE	816	A1	780	Yes	.30264
YALE	817	B6	1050	Yes	.40740
HARVARD	818	B5	1210	No	.46947
HARVARD	819	B4	1180	Yes	.45783
HARVARD	820	B6	1050	Yes	.40740
HARVARD	821	B6	1050	Yes	.40740
HARVARD	822	D1	1435	Yes	.55677
HARVARD	823	B1	1240	Yes	.48111
HARVARD	824	B7	1050	Yes	.40740
HARVARD	825	A1	780	Yes	.30264
HARVARD	826	B6	1050	No	.40740
YALE	827	B7	1050	Yes	.40740
YALE	828	A2	780	Yes	.30264
YALE	829	A1	780	Yes	.30264
YALE	830	B6	1050	Yes	.40740
PRINCETON	H-901	H3	2235	No	.86681
PRINCETON	905	B7	1050	Yes	.40740
PRINCETON	906	A2	780	Yes	.30264
PRINCETON	907	B6	1050	Yes	.40740
PRINCETON	908	D1	1435	Yes	.55677
PRINCETON	909	B1	1240	Yes	.48111
PRINCETON	910	B7	1050	Yes	.40740
PRINCETON	911	A1	780	Yes	.30264
PRINCETON	912	B6	1050	Yes	.40740
YALE	914	B7	1050	Yes	.40740
YALE	915	A2	780	Yes	.30264
YALE	916	A1	780	Yes	.30264
YALE	917	B6	1050	Yes	.40740
HARVARD	918	B5	1210	No	.46947
HARVARD	919	B4	1180	Yes	.45783
HARVARD	920	B6	1050	Yes	.40740
HARVARD	921	B6	1050	Yes	.40740
HARVARD	922	D1	1435	Yes	.55677
HARVARD	923	B1	1240	Yes	.48111

SCHEDULE B CONTINUED: PAGE FOUR

<u>BUILDING</u>	<u>UNIT NO.</u>	<u>UNIT TYPE</u>	<u>SQ FT</u>	<u>BALCONY/TERRACE</u>	<u>PERCENTAGE</u>
HARVARD	924	B7	1050	Yes	.40740
HARVARD	925	A1	780	Yes	.30264
HARVARD	926	B6	1050	No	.40740
YALE	927	B7	1050	Yes	.40740
YALE	928	A2	780	Yes	.30264
YALE	929	A1	780	Yes	.30264
YALE	930	B6	1050	Yes	.40740
PRINCETON	H1001	H3	2235	No	.86681
PRINCETON	1005	B7	1050	Yes	.40740
PRINCETON	1006	A2	780	Yes	.30264
PRINCETON	1007	B6	1050	Yes	.40740
PRINCETON	1008	D1	1435	Yes	.55677
PRINCETON	1009	B1	1240	Yes	.48111
PRINCETON	1010	B7	1050	Yes	.40740
PRINCETON	1011	A1	780	Yes	.30264
PRINCETON	1012	B6	1050	Yes	.40740
YALE	1014	B7	1050	Yes	.40740
YALE	1015	A2	780	Yes	.30264
YALE	1016	A1	780	Yes	.30264
YALE	1017	B6	1050	Yes	.40740
HARVARD	1018	B5	1210	No	.46947
HARVARD	1019	B4	1180	Yes	.45783
HARVARD	1020	B6	1050	Yes	.40740
HARVARD	1021	B6	1050	Yes	.40740
HARVARD	1022	D1	1435	Yes	.55677
HARVARD	1023	B1	1240	Yes	.48111
HARVARD	1024	B7	1050	Yes	.40740
HARVARD	1025	A1	780	Yes	.30264
HARVARD	1026	B6	1050	No	.40740
YALE	1027	B7	1050	Yes	.40740
YALE	1028	A2	780	Yes	.30264
YALE	1029	A1	780	Yes	.30264
YALE	1030	B6	1050	Yes	.40740
PRINCETON	H1101	H3	2235	No	.86681
PRINCETON	1105	B7	1050	Yes	.40740
PRINCETON	1106	A2	780	Yes	.30264
PRINCETON	1107	B6	1050	Yes	.40740
PRINCETON	1108	D1	1435	Yes	.55677
PRINCETON	1109	B1	1240	Yes	.48111
PRINCETON	1110	B7	1050	Yes	.40740
PRINCETON	1111	A1	780	Yes	.30264
PRINCETON	1112	B6	1050	Yes	.40740
YALE	1114	B7	1050	Yes	.40740
YALE	1115	A2	780	Yes	.30264
YALE	1116	A1	780	Yes	.30264
YALE	1117	B6	1050	Yes	.40740
HARVARD	1118	B5	1210	No	.46947
HARVARD	1119	B4	1180	Yes	.45783
HARVARD	1120	B6	1050	Yes	.40740

SCHEDULE B CONTINUED: PAGE FIVE

<u>BUILDING</u>	<u>UNIT NO.</u>	<u>UNIT TYPE</u>	<u>SQ FT</u>	<u>BALCONY/TERRACE</u>	<u>PERCENTAGE</u>
HARVARD	1121	B6	1050	Yes	.40740
HARVARD	1122	D1	1435	Yes	.55677
HARVARD	1123	B1	1240	Yes	.48111
HARVARD	1124	B7	1050	Yes	.40740
HARVARD	1125	A1	780	Yes	.30264
HARVARD	1126	B6	1050	No	.40740
YALE	1127	B7	1050	Yes	.40740
YALE	1128	A2	780	Yes	.30264
YALE	1129	A1	780	Yes	.30264
YALE	1130	B6	1050	Yes	.40740
PRINCETON	H1201	H3	2235	No	.86681
PRINCETON	1205	B7	1050	Yes	.40740
PRINCETON	1206	A2	780	Yes	.30264
PRINCETON	1207	B6	1050	Yes	.40740
PRINCETON	1208	D1	1435	Yes	.55677
PRINCETON	1209	B1	1240	Yes	.48111
PRINCETON	1210	B7	1050	Yes	.40740
PRINCETON	1211	A1	780	Yes	.30264
PRINCETON	1212	B6	1050	Yes	.40740
YALE	1214	B7	1050	Yes	.40740
YALE	1215	A2	780	Yes	.30264
YALE	1216	A1	780	Yes	.30264
YALE	1217	B6	1050	Yes	.40740
HARVARD	1218	B5	1210	No	.46947
HARVARD	1219	B4	1180	Yes	.45783
HARVARD	1220	B6	1050	Yes	.40740
HARVARD	1221	B6	1050	Yes	.40740
HARVARD	1222	D1	1435	Yes	.55677
HARVARD	1223	B1	1240	Yes	.48111
HARVARD	1224	B7	1050	Yes	.40740
HARVARD	1225	A1	780	Yes	.30264
HARVARD	1226	B6	1050	No	.40740
YALE	1227	B7	1050	Yes	.40740
YALE	1228	A2	780	Yes	.30264
YALE	1229	A1	780	Yes	.30264
YALE	1230	B6	1050	Yes	.40740

END SCHEDULE B

FIRST AMENDMENT TO
DECLARATION OF CONDOMINIUM OF
STRATH HAVEN CONDOMINIUMS

DENNIS H. MARCHUK, ARTHUR KINAST, and HARRY TURKINGTON,
Declarants under the Declaration of Condominium dated September 2,
1981, and recorded September 8, 1981 in Deed Book 2797, page 653,
hereby amend said Declaration as follows:

ARTICLE XV - RESERVATION OF RIGHTS TO DECLARANT

The following is hereby added to Article XV:

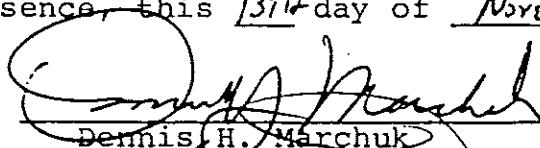
" Declarants reserve the right to assign the exclusive use
of all storage space located in the common elements in their
sole discretion. After expiration of tenant rights presently
existing, storage space may only be assigned to unit owners and
may not be re-assigned for any other use without the written
consent of the unit owner to whom such space was assigned, said
written consent must be filed with the Board of Managers and kept
as a permanent record."

ARTICLE XX - Paragraph 1 - "RESIDENTIAL UNITS"

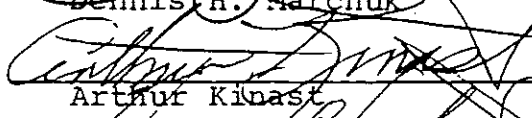
The last sentence of said paragraph is amended to read as
follows:

" Residential units are all units other than Units H-G01,
O-G02, O-G03, C-G04, C-G05, C-G06, H-101 through H-1201, 620A,
518, 519, 309, 310, 311, 312, 414, 415, 618, 619, 620, 621 and
622. Notwithstanding any other provision herein, any office,
hotel or commercial unit as above identified may be used for
residential purposes if suited therefore under local health,
safety and occupancy regulations. All of the non-residential
units are subject to use approval by the Borough of Swarthmore
notwithstanding any authority granted herein."

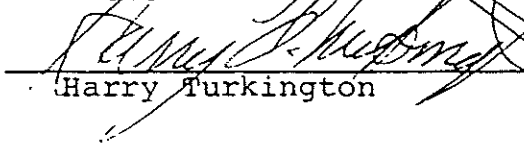
IN WITNESS WHEREOF, the said DENNIS H. MARCHUK, ARTHUR KINAST,
and HARRY TURKINGTON, as Declarants aforesaid, have caused their
names to be signed in these presence, this 13th day of NOVEMBER,
1981.



Dennis H. Marchuk (SEAL)



Arthur Kinast (SEAL)



Harry Turkington (SEAL)

Attest:

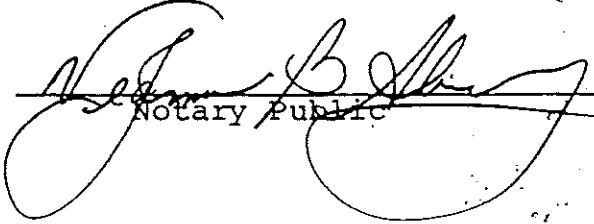


Carmella Mulloy

STATE OF Penna.)
) SS
COUNTY OF Delaware)

I, Jeanne B. Alvarez, a Notary Public in and for said county, in the State aforesaid, do hereby certify that DENNIS H. MARCHUK, ARTHUR KINAST, and HARRY TURKINGTON, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 13 day of November, 1981.


Notary Public

My commission expires:
10/7/85

065153 10.50

TITLE ABSTRACT COMPANY OF PA.

309012
N. R. Deed

L. H. Marchant

7c

Declaration of Conveyance

RECORDED In the Office for Recording
of Deeds in and for Del. Co., Pa., in

Deed _____ Book _____
No. 2805 Page 233

WITNESS my hand and seal of Office this
17th day of Nov. A.D. 1981.

James J. Staud
Recorder of Deeds



RECORDER OF DEEDS
DELAWARE, PA.

Nov 17 10 05 AM '81

SECOND AMENDMENT TO DECLARATION OF
CONDOMINIUM OF STRATH HAVEN CONDOMINIUM

The Undersigned parties in order to amend the Declaration of Strath Haven Condominium dated September 2, 1981 and recorded September 8, 1981 in the Office of the Recorder of Deeds in and for the County of Delaware, Penna., in Deed Book 2797 page 653, hereby state as follows:

- A. Dennis H. Marchuk, Arthur Kinast and Harry Turkington are the owners of Unit No. 530 which is presently surveyed and identified as a D3 unit type being a three (3) bedroom unit with a .47335 percentage interest.
- B. Miles Hepler is the owner of Unit No. 529 presently surveyed and identified as a E2 unit type being an efficiency unit with a .22310 percentage interest.
- C. First Keystone Federal Savings and Loan Association, formerly known as First Federal Savings and Loan Association of Chester has a mortgage interest in Unit No. 529 as evidenced by Mortgage dated Nov.20,1981 and recorded in Mortgage Book 3352 page 294 .
- D. The parties hereto represent all parties in interest and all parties affected by this amendment.
- E. Units 529 and 530 are adjoining units and the owners of the said units are desirous of relocating the boundaries between the units and also reallocating the percentage interest between the respective units.
- F. The Undersigned hereby agree that the boundaries between Unit No. 529 and 530 are changed to be in accordance with the plats and plans which is attached hereto as Exhibit "A" and made part hereof and the above described Declaration of Condominium is amended to reflect same.
- G. The Undersigned hereby agree that Unit No. 529 is to be changed from a E2 unit type to a A1 unit type and that Unit No. 530 is to be changed from a D3 unit type to a B6 unit type and the above described Declaration of Condominium is amended to reflect same.
- H. The Undersigned hereby agree that the percentage interest of Unit No. 529 is changed from .22310 to .30070 and that the percentage interest of Unit No. 530 is changed from .47335 to .39575 and the above described Declaration of Condominium is amended to reflect same.

See Condominium Drawer 3 005051

EXHIBIT "A"

SEE PLATS AND PLANS FILED SIMULTANEOUSLY
HEREWITH IN THE OFFICE OF THE RECORDER OF
DEEDS OF DELAWARE COUNTY

I. Dennis H. Marchuk, Arthur Kinast and Harry Turkington, the owners of Unit 529, and Miles Hepler, the owner of Unit No. 530, in order to effect the change in the boundaries and percentage interests of their unit, do hereby grant and convey to the other unit owner any right, title or interest he or they may have to Unit No. 529 and Unit No. 530 as changed and amended herein and that henceforth Miles Hepler shall own Unit No. 529 as changed herein free and clear of any claim by the owners of Unit No. 530 and that henceforth Dennis H. Marchuk, Arthur Kinast, and Harry Turkington shall own Unit No. 530 as changed herein free and clear of any claim of the owner of Unit No. 529.

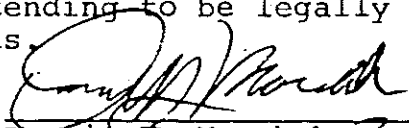
J. The Undersigned, First Keystone Federal Savings and Loan Association and the Strath Haven Condominium Association, hereby consent and approve the relocation of boundaries and the reallocation of the percentage interests of Unit No. 529 and Unit No. 530.

K. This amendment is in accordance and pursuant to the Declaration of Condominium of Strath Haven Condominium and Section 3214 of the Pennsylvania Uniform Condominium Act (68 Pa. C.S.A. 3101 et seq) and is to take effect as of the time of recording of this amendment.

L. The Undersigned, their heirs and assigns, are firmly bound by this amendment.

IN WITNESS WHEREOF, the Undersigned, intending to be legally bound, have hereunto set their hands and seals.

Date: June 17, 1982


Dennis H. Marchuk (SEAL)


Date: June 17, 1982


Arthur Kinast (SEAL)

Date: June 17, 1982


Harry Turkington (SEAL)

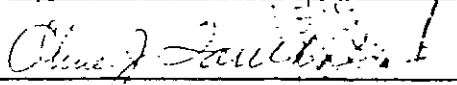
Date: June 17, 1982


Miles Hepler (SEAL)

Date: June 17, 1982

First Keystone Federal Savings
and Loan Association

BY: 

Attest: 

Date: June 17, 1982

Strath Haven Condominium Association

BY: *Conrad A. Rosenthal* president

Attest: *John P. Harris*



COMMONWEALTH OF PENNSYLVANIA
COUNTY OF DELAWARE

On the 17th day of June , 1982, before, the undersigned officer, personally appeared DENNIS H. MARCHUK, ARTHUR KINAST and HARRY TURKINGTON , Co- Partners, known to me (satisfactorily proven) to be the persona whose names are subscribed to the within Instrument, and acknowledged that they executed the same for the purposes therein contained.

WITNESS my hand and notarial seal the day and year aforesaid.



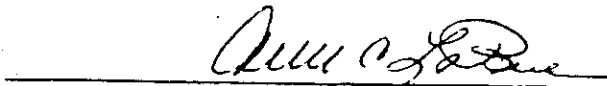
Notary Public

ALBERT C. LaRUE, NOTARY PUBLIC
MEDIA BORO., DELAWARE CO.
My Commission Expires June 19, 1983

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF DLEAWARE

On the 17th day of June , 1982, before me, the undersigned officer, personally appeared MILES HEPLER known to me (satisfactorily proven) to be the person whose name is subscribed to the within Instrument, and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand andnotarial seal, the day and year aforesaid.



Notary Public

ALBERT C. LaRUE, NOTARY PUBLIC
MEDIA BORO., DELAWARE CO.
My Commission Expires June 19, 1983

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF DELAWARE

On the 17th day of June, 1982, before me, the undersigned officer, personally appeared Donald A. Purdy who acknowledged himself to be the President of FIRST KEYSTONE FEDERAL SAVINGS AND LOAN ASSOCIATION a corporation, 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.



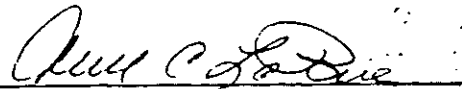
Notary Public

ALBERT C. LaRUE, NOTARY PUBLIC
MEDIA BORO., DELAWARE CO.
My Commission Expires June 19, 1983

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF DELAWARE

On the 17th day of June, 1982, before me, the undersigned officer, personally appeared Dennis H. Marchuk who acknowledged himself/herself to be the President of STRATH HAVEN CONDOMINIUM ASSOCIATION and that he/she as such being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Association by himself/herself as President.

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



Notary Public

ALBERT C. LaRUE, NOTARY PUBLIC
MEDIA BORO., DELAWARE CO.
My Commission Expires June 19, 1983

THIRD AMENDMENT TO DECLARATION OF CONDOMINIUMS OF STRATH HAVEN
CONDOMINIUMS

The undersigned members of the Board of Managers of Strath Haven Condominium Association and unit owners in order to amend the Declaration of Strath Haven Condominiums dated September 2, 1981 and recorded September 8, 1981 in the Office of the Recorder of Deeds in and for the County of Delaware, State of Pennsylvania; in Deed Book 2797 page 653, as amended, Witnesseth

Whereas the undersigned deem it advisable for the health, comfort, safety and general welfare of the unit owners and occupants of the property to forbid unit owners and lessees in the future from keeping dogs and cats in their units and to forbid unit owners and lessees presently keeping dogs or cats in their units from replacing them once they die or cease keeping them in their unit; and

Whereas, in order to accomplish the foregoing, it is deemed necessary to amend Paragraph 7 of Article XX of the Declaration to read as follows:

"Pets. No animals, reptiles, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any unit or in the common elements, except that household pets, other than dogs or cats, may be kept in units, subject to rules and regulations adopted by the Board, which rules or regulations may exclude any kind of pet by type or category, provided that the permitted household pets are not kept, bred or maintained for any commercial purpose; and provided further that any such authorized pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property upon three (3) days written notice from the Board. Dogs or cats presently owned by unit owners and lessees and presently kept in the units under the prior rules and regulations may continue to be so kept, subject to the aforesaid terms of this paragraph, but once said dog or cat dies, or is otherwise no longer kept in a unit, the unit owner or lessee owning the dog or cat may not replace it with another dog or cat."

Whereas, to effect such Amendment, Paragraph 6 of Article XXII of the Declaration requires, among other things, that the amendment be set forth in a written instrument signed and acknowledged by all the members of the Board of Managers and at least three-fourths (3/4) of the Unit Owners with the Amendment becoming effective upon the recordation thereof.

Now, Therefore, the undersigned members of the Board of Managers of the Association and Unit Owners hereby agree to the aforesaid amendment:

<u>C. Stuart Brown</u>	Board Member
<u>J. Harold Perrine</u>	" "
<u>William W. Rumford</u>	" "
<u>J. Roy Carroll, Jr.</u>	" "
<u>H. Merle Mullen</u>	" "
<u>Dennis H. Marchuk</u>	" "
<u>Donald O. Burtis</u>	" "
<u>Thomas E. Mullen</u>	" "
<u>William S. Cumby</u>	" "

ACKNOWLEDGEMENT:

The aforementioned Board Members, first being duly sworn under oath, have come before me this date and acknowledged that they have signed the foregoing as their free and voluntary act and subscribed and sworn before me this 26th day of July, 1982.

V. Jeanne B. Alvarez
NOTARY PUBLIC


V. JEANNE B. ALVAREZ, NOTARY PUBLIC
SWARTHMORE BORO., DEL. CO., PA
MY COMMISSION EXPIRES OCT. 7, 1985

The undersigned Unit Owners, by signature hereto, consent to the Amendment as aforesaid.

<u>UNIT OWNERS</u>	<u>UNIT NUMBER</u>	<u>UNDIVIDED OWNERSHIP %</u>
<u>H. Merle Mullen</u>	<u>1019</u>	<u>45.783</u>
<u>Dennis H. Marchuk</u>	<u>707, 705</u>	<u>30.264</u>
<u>J. Roy Carroll, Jr.</u>	<u>707, 705</u>	<u>30.264</u>
<u>Thomas E. Mullen</u>	<u>1201, 706, 601, 620</u>	<u>24.4366</u>

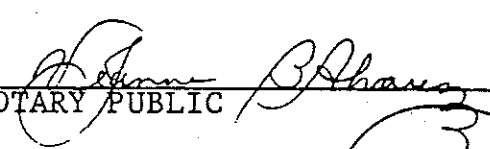
312, 412, 414, 512, 318, 469, 477, 740, 40740, 40352, 40740
 820, 921, 1125, 805, 1124, 53677, 40740, 30264, 40740, 30264
 86687, 30264, 86687, 40740

The undersigned officer, first being duly sworn under oath hereby certifies that the attached Third Amendment to Declaration of Condominiums of Strath Haven Condominiums has been duly signed and acknowledged by all members of the Board of Managers and by more than three-fourths (3/4) of the unit owners; that no approval by any mortgagee is required under the provisions of the Condominium Instruments, and that a copy of the Amendment was mailed by Certified Mail to all mortgagees having bona fide liens of record against any unit on October 21, 1982.


J. Harold Perrine, President
Board of Managers
Strath Haven Condominiums

Subscribed and sworn to before me

this 1st day of November, 1982


NOTARY PUBLIC

V. JEANNE B. ALVAREZ, NOTARY PUBLIC
SWARTHMORE BORO., DEL. CO., PA
MY COMMISSION EXPIRES OCT. 7, 1985

FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM
STRATH HAVEN CONDOMINIUMS, SWARTHMORE, PA.

The undersigned members of the Board of Managers of Strath Haven Condominium Association and Unit Owners, in order to amend the Declaration of Strath Haven Condominiums dated September 2, 1981 and recorded September 8, 1981 in the office of the Recorder of Deeds in and for the County of Delaware, State of Pennsylvania; in Deed Book 2797 page 653, as amended, Witnesseth:

The Declaration, as previously amended, is further amended as follows:

Paragraph 6 of Article XXII is amended to read as follows:

"6. Amendment: Except as otherwise provided in the Act, this Declaration and By-Laws, the provisions of the Condominium instruments may be amended, changed or modified by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by two-thirds of the members of the Board and with approval of any mortgagees required under the provisions of the condominium instruments, and containing an affidavit by the President of the Board certifying that a copy of the amendment, change or modification has been mailed by certified mail to all mortgagees having bona fide liens of record against any unit, not less than ten (10) days prior to the date of such Affidavit. The amendment, change or modification must be approved by vote of unit owners of units to which at least sixty-seven percent (67%) of the votes in the Association are allocated, at a meeting called for that purpose. The Secretary of the Association shall certify the vote and such certification shall be attached and made part of the recorded documents as required herein. Any amendment, change or modification shall conform to the provisions of the Uniform Condominium Act and shall be effective upon recordation thereof. No change, modification or amendment which affects the rights, privileges, or obligations of the Declarant or the Developer shall be effective without the prior written consent of the Declarant or Developer. Except to the extent authorized by provisions of the Act, no amendment to the condominium instruments shall change the boundaries of any unit or the undivided interest in the common elements, the number of votes in the Unit Owner's Association, or the liability for common expenses appertaining to a unit. The President and/or Secretary are authorized to prepare, execute, certify and record any amendments to the Declaration on behalf of the Association."

Paragraph 5 of Article V is amended to the extent that the following provision shall be added, all other provisions remaining as stated:

(Add) "Limited Common Elements identified as 'carports' on the Plat attached to and part of the Declaration of Condominium, shall be transferred by assignment of the exclusive use of such limited common elements between Unit owners, in writing, signed by the Unit Owner lawfully entitled to the exclusive use and consented to by the assignee. A copy of such assignment shall be recorded with the County Recorder of Deeds and a copy shall be given to the Secretary of the Board of Managers or the duly appointed managing agent of the Association"

Said Amendment passed by Resolution this 14th day of October, 1982.

J. Marie Perrine PERRINE
 BOARD MEMBER
Donald O. Butte
 BOARD MEMBER
William W. Pumphord
 BOARD MEMBER
William A. Krumholz
 BOARD MEMBER
C. Stuart Brown
 BOARD MEMBER

H. Merle Mullett
 BOARD MEMBER
J. Roy Carroll, Jr.
 BOARD MEMBER
Thomas E. Hullen
 BOARD MEMBER
Danny H. Marchant
 BOARD MEMBER

STATE OF PENNSYLVANIA:SS
COUNTY OF DELAWARE

On this 14th day of October 1982, before me, a Notary Public, the undersigned officer, personally appeared the persons whose names are subscribed above in the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

Jeanne B. Alvarez
 NOTARY PUBLIC
 My commission expires _____
V. JEANNE B. ALVAREZ, NOTARY PUBLIC
SWARTHMORE BORO., DEL. CO., PA
MY COMMISSION EXPIRES OCT. 7, 1985

We, the undersigned Unit Owners, hereby agree to the afore-
 said FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM, STRATH HAVEN
 CONDOMINIUMS, SWARTHMORE, PA.

<u>NAME</u>	<u>UNIT NO.</u>	<u>PERCENTAGE INT.</u>
Swarthmore College	201-2-3-4	.086681
by <u>Lewis T. Cook Jr</u> Assoc. V.P./Bus. Affairs	301-2-3-4	.086681

STATE OF PENNSYLVANIA)
) SS.
 COUNTY OF DELAWARE)

On this 2nd day of November 1982, before me, a
 Notary Public, the undersigned officer, personally appeared
 Lewis T. Cook, who acknowledged himself to be Associate Vice
 President for Business Affairs of Swarthmore College, a Corpora-
 tion, and that he as such officer of Swarthmore College, being
 authorized to do so, executed this foregoing instrument for the
 purposes therein contained, by signing the name of the Corpora-
 tion by himself as Associate Vice President for Business
 Affairs.

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

Margaret W. Nikelly
 NOTARY PUBLIC

My Commission expires:

MARGARET W. NIKELLY, Notary Public
 SWARTHMORE DISTRICT DELAWARE COUNTY
 MY COMMISSION EXPIRES OCT. 29, 1986
 Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF DELAWARE :

J. Harold Perrine, being duly sworn according to law deposes and says:

That he is President of the Board of Managers of Strath Haven Condominium Association;

That the attached Fourth Amendment to the Declaration of Condominium, Strath Haven Condominiums, Swarthmore, Pennsylvania, has been duly signed and acknowledged by all members of the Board of Managers of the Association and by more than three-fourths (3/4ths) of the unit owners;

That no approval of any mortgagee is required under the provisions of the Condominium Instruments; and

That a copy of the attached Fourth Amendment was mailed by Certified Mail (or personally delivered) on January 13, 1983, to all mortgagees having bona fied liens of record against any unit.

J. Harold Perrine

J. HAROLD PERRINE

SWORN TO AND SUBSCRIBED before me this *20th* day of January, 1983



V. Jeanne B. Alvarez

NOTARY PUBLIC

My Commission expires _____

V. JEANNE B. ALVAREZ, NOTARY PUBLIC
SWARTHMORE BORO., DEL. CO., PA.
MY COMMISSION EXPIRES OCT. 7, 1985.

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IN ACCORDANCE WITH THE (5th)
FIFTH AMENDMENT TO DECLARATION OF
CONDOMINIUM OF STRATH HAVEN CONDOMINIUM

The Undersigned parties, in order to amend the Declaration of Strath Haven Condominium dated September 2, 1981 and recorded September 8, 1981 in the Office of the Recorder of Deeds in and for the County of Delaware, Penna., in Deed Book 2793 page 653, hereby state as follows:

- A. HUMBERT L. MAIOCCO and MARY A. MAIOCCO, his wife, are the sole owners in fee of Unit C-G05 together with an undivided .76047 percentage interest in the common elements as identified in Schedule B of the Declaration of Condominium of Strath Haven Condominiums as above described.
- B. FIRST KEYSTONE FEDERAL SAVINGS AND LOAN ASSOCIATION, of Media, Pa., has a mortgage interest in Unit C-G05 as evidenced by Mortgage dated 11/1/1982 and recorded in Mortgage Volume 44 page 2298.
- C. The parties hereto represent all parties in interest and all parties affected by this amendment.
- D. The undersigned agree to the subdivision of Unit C-G05 into Units C-G05A and C-G05B together with the undivided interest in the common areas as follows:

C-G05A	. 31316%
C-G05B	. 44731%

Such subdivision to define the boundaries of the newly created Units as indicated on the Plat & Plan which is attached hereto as Exhibit A.

- E. FIRST KEYSTONE FEDERAL SAVINGS & LOAN ASSN, as Mortgagee, hereby consents to the subdivision of Unit C-G05 as above set forth.
- F. This amendment is in accordance and pursuant to the Declaration of Condominium of Strath Haven Condominium and Section 3215 of the Pennsylvania Uniform Condominium Act (68 Pa. C.S.A. 3101 et seq) and is to take effect at the time of recording this amendment.
- G. The undersigned, their heirs and assigns, are firmly bound by this amendment.

ate: July 18, 1983
ate: July 18, 1983
te: July 19, 1983

Humbert L. Maiocco (SEAL)
Humbert L. Maiocco
Mary A. Maiocco (SEAL)
Mary A. Maiocco

FIRST KEYSTONE FEDERAL SAVINGS & LOAN ASS'N.

By: Donell C. Purdy

Attest: Oliver J. [Signature]

RECORDER OF DEEDS
DELAWARE CO. PA

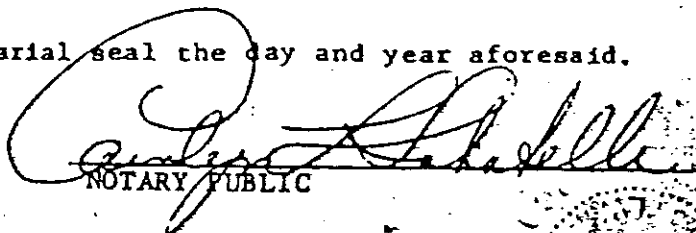
AUG 3 3 32 PM '83

2 SEE CONDOMINIUM DRAWER #3

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF DELAWARE

On the 18th of July, 1983, before the undersigned officer,
personally appeared HUMBERT L. MAIOCCO and MARY A. MAIOCCO, his wife,
known to me (satisfactorily proven) to be the persons whose names are
subscribed to the within instrument, and acknowledged that they executed
the same for the purposes therein contained.

WITNESS my hand and notarial seal the day and year aforesaid.


NOTARY PUBLIC

NOTARY PUBLIC, CAROLYN L. SABATELLI
Boro of Swarthmore, Del. Co., PA. 19081
My Commission Expires July 28, 1986

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF DELAWARE

On the 19th of July, 1983 before me the undersigned officer personally
appeared DONALD A. PURDY who acknowledged himself to be the President
of FIRST KEYSTONE FEDERAL SAVINGS & LOAN ASSOCIATION a corporation, and
that he as such President, being duly 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.


NOTARY PUBLIC

ALBERT C. LARUE, NOTARY PUBLIC
- MEDIA BORO., DELAWARE CO.
My Commission Expires June 19, 1987

9 11/2 04092

1002003

See, also Vol. 8 13112

IN ACCORDANCE WITH THE SIXTH
AMENDMENT TO DECLARATION OF
CONDOMINIUM OF STRATH HAVEN
CONDOMINIUM

The Undersigned party, in order to amend the Declaration of Strath Haven Condominium dated September 2, 1981 and recorded September 8, 1981 in the Office of the Recorder of Deeds, in and for the County of Delaware, Pennsylvania, in Deed Book 2793 page 653, hereby states as follows:

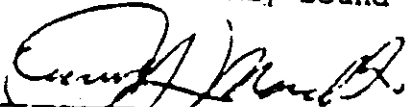
- A. DENNIS H. MARCHUK, is the sole owner in fee of Unit C-G06 together with an undivided .83419 percentage interest in the common elements as identified in Schedule B of the Declaration of Condominium of Strath Haven Condominium as above described.
- B. The party hereto represents he is the sole party in interest affected by this amendment.
- C. The undersigned agrees to the subdivision of Unit C-G06 into Units C-G06 A and C-G06 B together with the undivided interest in the common areas as follows:

C-G06 A	.37793%
C-G06 B	.45626%

Such subdivision to define the boundaries of the newly created Units as indicated on the Plat & Plan which is attached hereto as Exhibit A.

- D. This amendment is in accordance and pursuant to the Declaration of Condominium of Strath Haven Condominium and Section 3215 of the Pennsylvania Uniform Condominium Act (68 Pa.C.S.A. 3101 et seq.) and is to take effect at the time of recording this amendment.
- E. The undersigned, his heirs and assigns, is firmly bound by this amendment.

Date: August 8, 1984

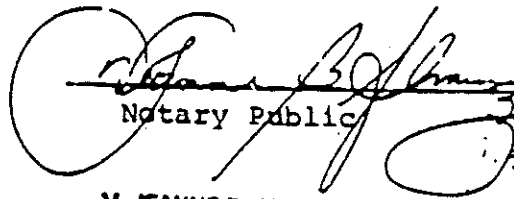

Dennis H. Marchuk (SEAL)

COMMONWEALTH OF PENNSYLVANIA

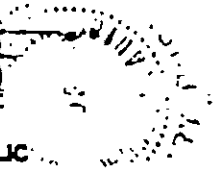
COUNTY OF

On the 8th day of 8, A.D. 1984, before the undersigned officer, personally appeared DENNIS H. MARCHUK, known to me (satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and notarial seal the day and year aforesaid.


Notary Public

V. JEANNE B. ALVAREZ, NOTARY PUBLIC
SWARTHMORE BORO., DEL. CO., PA.
MY COMMISSION EXPIRES OCT. 7, 1985



Gm 2/1/01 inc

RECORDER OF DEEDS
DELAWARE CO., PA.

Thomas J. ...

027156

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SEVENTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP OF
STRATH HAVEN CONDOMINIUM



This Amendment to Declaration of Condominium made this 16th
day of April, 2001 by the Board of Managers of Strath Haven
Condominium Association pursuant to the Declaration of Condominium
Ownership and the Uniform Condominium Act.

W I T N E S S E T H:

A. A Declaration of Condominium Ownership dated September 2,
1981, and relating to the property known as Strath Haven
Condominium (the "Property") located in the Borough of Swarthmore,
Delaware County, was recorded in the Office of the Recorder of
Deeds of Delaware County on September 8, 1981 in Deed Book 2797,
page 653, and has been amended by a First Amendment dated November
12, 1981 recorded in Deed Book 2805, page 233, a Second Amendment
dated June 17, 1982 and recorded in Volume 22, page 2120, a Third
Amendment dated July 26, 1982 and recorded in Volume 44, page 202,
a Fourth Amendment dated October 14, 1982 and recorded in Volume
57, page 2070, a Fifth Amendment dated July 13, 1983 recorded in
Volume 97, page 206, and a Sixth Amendment dated October 17, 1984
and recorded in Volume 196, page 2094 (the Declaration of
Condominium as so amended by the First, Second, Third, Fourth,
Fifth, and Sixth Amendments, being referred to collectively herein
as the "Declaration").

Folio: 43-00-01 etc.

027156 01949

B. The Property contains storage spaces accessible from the common elements and which have been assigned to Unit Owners. The Declaration does not identify the storage spaces as part of the Units, Common Elements or Limited Common Elements and the applicability of various provisions of the Declaration and the Uniform Condominium Act is as a result, uncertain.

C. The Board of Managers believes that the failure of the Declaration to set forth the legal status of the storage spaces has resulted in uncertainty as to the rights and privileges pertaining to the storage spaces.

D. The Board of Managers has received an opinion from independent legal counsel that the failure of the Declaration to identify the storage spaces as part of the Units, Common Elements or Limited Common Elements is a defect which may be cured by a corrective amendment adopted by the Board of Managers without approval of the Unit Owners or holders of any liens as provided by Section 3219(f) of the Uniform Condominium Act (68 Pa. C.S. § 3219(f)).

NOW, THEREFORE, the Declaration is amended as follows:

1. The following section is added to ARTICLE V:

"6. Storage Spaces. The assigned storage spaces accessible directly from common elements are Limited Common Elements. The storage spaces may be assigned from one unit owner to another unit owner only by a written assignment filed with the Board. The storage spaces are subject to all easements applicable to the common elements and units. All provisions of the Declaration

and the Act applicable to Limited Common Elements shall be applicable to the storage spaces, including, without limitation, the power of the Board to regulate their use, maintenance, repair, replacement and modification."

2. Except as modified hereby, the Declaration shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the Board of Managers of Strath Haven Condominium Association has caused this Seventh Amendment to the Declaration of Condominium of Strath Haven Condominium to be executed on the day and year first above written.

BOARD OF MANAGERS OF STRATH HAVEN
CONDOMINIUM

By: Gerald J. Connors Sr.
President

Attest: Thomas H. Bleck
Secretary

COMMONWEALTH OF PENNSYLVANIA :

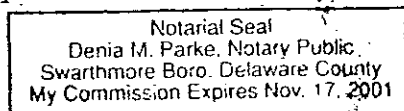
COUNTY OF DELAWARE :

And now this 16th day of April,

2001, before me, a notary public, the undersigned officer, personally appeared Gerald J. Connors Sr., being the President of the Board of Managers of

Strath Haven Condominium Association who acknowledged that he/she executed the foregoing instrument on behalf of the Association for the purposes therein contained.

Denia M. Parke
Notary Public



COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF DELAWARE :

And now this 16th day of April,

2001, before me, a notary public, the undersigned officer,

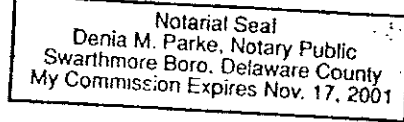
personally appeared Thomas H. Blackburn

being the Secretary of the Board of Managers of Strath Haven
Condominium Association who acknowledged that he/she executed the

foregoing instrument on behalf of the Association for the purposes
therein contained.

Denia Parke

Notary Public



ACKNOWLEDGEMENT OF RECEIPT

Strath Haven Condominium Association, a not for profit Pennsylvania Corporation, hereby acknowledges receipt of a copy of the Fourth Amendment of the Declaration of Condominium of Strath Haven Condominium establishing a subdivision of Unit C-G05 into Units C-G05A and C-G05B with percentage interests in the common area as set forth therein and hereby consent to said amendment.

Further the Association recognizes that said units C-G05A and C-G05B are commercial Units as identified in the original Declaration of Condominium and that the subdivision of Unit C-G05 will not exceed the maximum permitted commercial units of 20 each as established under the Declaration of Condominium.

Dated this 18th day of July, 1983.

Strath Haven Condominium Association,
a not for profit Pennsylvania
Corporation

By: Harold Perrine

President

Attest: Marian H. Baille

Secretary

The aforementioned Harold Perrine, and Marian Baille, President and Secretary respectively of the Strath Haven Condominium Association appeared before me this 18th day of July, 1983, and that as such officers, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation and attestation thereto as indicated.

NOTARY PUBLIC, CAROLYN L. SABATELLI
Boro of Swarthmore, Del. Co., PA. 19081
My Commission Expires July 28, 1986

Carolyn L. Sabatelli
Notary Public

BOARD OF MANAGERS
STRATH HAVEN CONDOMINIUM ASSOCIATION

RESOLUTION

WHEREAS many of the assigned storage spaces contain utility equipment or access to plumbing shut-off valves;

WHEREAS the Board of Managers has become concerned regarding the need for access either for utility maintenance or in the event of an emergency;

WHEREAS the Board of Managers desires to clarify its right to obtain access to systems and equipment within the storage spaces;

WHEREAS the Declaration and the Rules and Regulations do not adequately address rights and responsibilities regarding the storage spaces; and

WHEREAS the Board of Managers has received an opinion for independent legal counsel that the Declaration contains a defect and/or ambiguity in that it does not address the legal status of the storage spaces and that the Board of Managers may amend the Declaration to clarify the status of the storage spaces as Limited Common Elements, without the necessity of the approval of the Unit Owners and lien holders pursuant to Section 3219(f) of the Uniform Condominium Act;

NOW THEREFORE it is resolved as follows:

1. The Declaration shall be amended as set forth in the Seventh Amendment attached hereto as Exhibit "A".

2. Section 3.6 of the Rules and Regulations is amended to add a Subsection "(c)" as follows:

"Storage Areas - Each Unit Owner to whom a storage area has been assigned, shall furnish a key to the Management Office for use as provided in Section 3.7. If no key is provided, forced entry may be used, and the Unit Owner will be responsible for the cost of repairing any damage. Neither the Board nor Management will be responsible for any claim of damage or loss of the contents."

3. Section 3.7 of the Rules and Regulations as amended by the addition of the following:

"In the case of storage areas, Management and utility companies shall have access to storage lockers as needed for the purpose of repairing, replacing, servicing and/or making connections to any apparatus or equipment contained in or accessible through a storage locker. Such access shall not be limited to emergency situations. However, Management shall endeavor to give prior notice to Unit Owners of any needed access. Nevertheless, such access need not be scheduled at the convenience of the Unit Owner."

Members of the Board of Managers

Ronald J. Connors Jr.
Phyllis H. Blaker
Arnold L. Simenhoff
Dorothy D. Scher
Michael A. Higgins

Paul M.
Norine Karwel
Th. P. Williams
Dee Stevens

Resolution adopted April 16th, 2001.

Phyllis H. Blaker
Secretary of the Board of Managers

BOARD OF MANAGERS INTERPRETATION (NUMBER ONE)

WHEREAS, a Declaration of Condominium Ownership was recorded on 8 September 1981 in Deed Book 2797, at page 653; and

WHEREAS, a question of interpretation of the Declaration and Bylaws has arisen;

NOW, THEREFORE, the Board of Managers states as follows:

Article IX, paragraph 4, of the Declaration, authorizes the Board of Managers to resolve disputes relating to the interpretation or application of the provisions of the Declaration or Bylaws. A dispute has arisen as to whether the owner of hotel units H401-404 can convert such units into offices. The Board has been petitioned by a number of unit owners to determine whether the Declaration and Bylaws permit H401-404 to be used as offices.

The Board of Managers hereby interprets the Declaration and Bylaws and finds that hotel units H401-404 cannot be used for offices. Article II limits to twenty (20) the number of commercial units in the Condominium. The First Amendment to the Declaration, contained in Deed Book 2805, page 233, enumerates the twenty (20) commercial units that were in existence when the present owner of H401-404 purchased his units. Those commercial units include those enumerated in this First Amendment, except the units designated H101 through H1201. To interpret the Declaration and Bylaws in a manner which would allow any hotel unit to be used as a commercial unit would violate Article II and render meaningless the numerical limitations on hotel units and commercial units contained in that Article.

* * * * *

Arthur L. Tillman
President

Julius F. Walby
Secretary

Don Stevens

R. Clifford Owen

William G. Hepe
Vice President

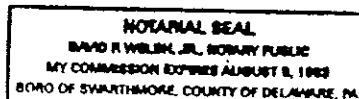
George Johnson
Treasurer

William S. Bunsby

Henry Brown

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF DELAWARE

IN WITNESS WHEREOF,
I HAVE HEREUNTO SET MY
HAND AND OFFICIAL SEAL
AS OF THIS DATE NOV. 24, 1989



David F. Wilkin, Jr.

**EIGHTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP OF
STRATH HAVEN CONDOMINIUM**

This Amendment to Declaration of Condominium made this 5th day of November, 2008 by the Board of Managers of Strath Haven Condominium Association pursuant to the Declaration of Condominium Ownership and the Uniform Condominium Act.

W I T N E S S E T H:

A. A Declaration of Condominium Ownership dated September 2, 1981, and relating to the property known as Strath Haven Condominium (the "Property") located in the Borough of Swarthmore, Delaware County, was recorded in the Office of the Recorder of Deeds of Delaware County on September 8, 1981 in Deed Book 2797, page 653, and has been amended by a First Amendment dated November 12, 1981 recorded in Deed Book 2805, page 233, a Second Amendment dated June 17, 1982 and recorded in Volume 22, page 2120, a Third Amendment dated July 26, 1982 and recorded in Volume 44, page 202, a Fourth Amendment dated October 14, 1982 and recorded in Volume 57, page 2070, a Fifth Amendment dated July 13, 1983 recorded in Volume 97, page 206, a Sixth Amendment dated October 17, 1984 and recorded in Volume 196, page 2094, and a Seventh Amendment dated April 10, 2001 and recorded in Volume 2165, page 1949 (the Declaration of Condominium as so amended by the First, Second, Third, Fourth, Fifth, Sixth and Seventh Amendments, being referred to collectively herein as the "Declaration").

B. Article XVI Section 2(b) of the Declaration "provides that after the first election of Board Members, "successor members

shall be elected for a term of two years each." That Section also provides:

"... voting members having at least two-thirds of the total votes may from time to time increase or decrease ... the term of office of Board Members at any annual or special meeting, provided that ... the terms of at least one-third of the persons on the Board shall expire annually and that no Board Member or officer shall be elected to a term in excess of two years,"

C. For many years it has been the practice that each year one-third of the nine Board Members are elected to three year terms. The Board believes that the increase of the terms from two to three years received approval at a prior Annual Meeting.

D. The Board of Managers has received an opinion from independent legal counsel that because Article XVII Section 2(b) establishes two year terms for Board Members and authorizes a two-thirds vote of the unit owners to increase the term of office, the provision that states that no Board Member "shall be elected to a term in excess of two years", it is defective and contains a conflict that can be the subject of a corrective amendment under Section 3219(f) of the Pennsylvania Uniform Condominium Act (68 Pa. C.S. § 3219(f)) made by the Board of Managers without the necessity of approval by unit owners or holders of liens.

NOW, THEREFORE, the Declaration is amended as follows:

1. The following sentence of ARTICLE XVI Section 2(b) shall be deleted:

"The voting members having at least two-thirds of the total votes may from time to time

increase or decrease such number of persons on the Board or may increase or decrease the term of office of Board members at any annual or special meeting, provided that such number shall not be less than three, and that the terms of at least one-third of the persons on the Board shall expire annually and that no Board member or officer shall be elected to a term in excess of two years; provided, however, that a Board member or officer may be re-elected at the expiration of his term."

2. The following sentence is added to Article XVI Section 2(b) to replace the sentence deleted in Section 1 above:

"The voting members having at least two-thirds of the total votes may from time to time increase or decrease such number of persons on the Board or may increase or decrease the term of office of Board members at any annual or special meeting, provided that such number shall not be less than three, and that the terms of at least one-third of the persons on the Board shall expire annually and that no Board member or officer shall be elected to a term in excess of three years; provided, however, that a Board member or officer may be re-elected at the expiration of his term."

3. Except as modified hereby, the Declaration shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the Board of Managers of Strath Haven Condominium Association has caused this Eighth Amendment to the Declaration of Condominium of Strath Haven Condominium to be executed on the day and year first above written.

BOARD OF MANAGERS OF STRATH HAVEN
CONDOMINIUM

By: Thom H. Tjebkema
President

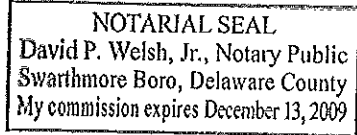
Attest: Barbara S. Koelle
Secretary

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF DELAWARE :

And now this 6TH day of NOVEMBER, 2008, before me, a notary public, the undersigned officer, personally appeared THOMAS H. BLACKBURN, being the President of the Board of Managers of Strath Haven Condominium Association who acknowledged that he/she executed the foregoing instrument on behalf of the Association for the purposes therein contained.

David P. Welsh, Jr.
Notary Public

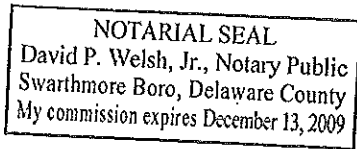


COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF DELAWARE :

And now this 6TH day of NOVEMBER, 2008, before me, a notary public, the undersigned officer, personally appeared BARBARA S. KOELLE, being the Secretary of the Board of Managers of Strath Haven Condominium Association who acknowledged that he/she executed the foregoing instrument on behalf of the Association for the purposes therein contained.

David P. Welsh, Jr.
Notary Public



BOARD OF MANAGERS
STRATH HAVEN CONDOMINIUM ASSOCIATION

RESOLUTION

WHEREAS for many years the nine members of the Board of Managers have served terms of three years with one-third of the Board standing for election each year;

WHEREAS Article XVI Section 2(b) of the Declaration provides for two year terms which may be increased upon a two-thirds vote of the unit owners at any annual or special meeting;

WHEREAS the Board of Managers believes that the terms of office were increased to three years in accordance with such a vote;

WHEREAS Article XVI Section 2(b) also contains a provision that any increase in term length by such a vote of the unit owners cannot increase the terms of office to more than two years and;

WHEREAS the Board of Managers has received an opinion from independent legal counsel that the provision which allows an increase of the two year terms of Board Members but limits such increase to not more than two years, constitutes conflicting language and a defect or error that may be corrected by amendment to the Declaration without the necessity of approval of the Unit Owners and lien holders as provided by Section 3219(f) of the Uniform Condominium Act;

NOW THEREFORE it is resolved as follows:

1. The provision of Article XVI Section 2(b) which restricts increases in the two year term of Board Members to not more than

two years shall be amended to restrict such increases to not more than three years

2. The Amendment shall be in the form set forth and attached hereto as Exhibit "A".

Members of the Board of Managers

Amia Anton Duchonay
Barbara S. Koelle
Thom H. Tople
Carlene Jelani
Janet K. Murdock

Susan R. Bennett
J. W. S.

Resolution adopted November 5, 2008.

Barbara S. Koelle
Secretary of the Board of Managers

NINTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP OF
STRATH HAVEN CONDOMINIUM FOR SUBDIVISION OF A UNIT

This Amendment to Declaration of Condominium made this 22nd
day of April, 2009 by the Owners of Unit 1101 and
approved by the Board of Managers of Strath Haven Condominium
Association pursuant to the Declaration of Condominium Ownership
and the Uniform Condominium Act.

W I T N E S S E T H:

A. A Declaration of Condominium Ownership dated September 2,
1981, and relating to the property known as Strath Haven
Condominium (the "Property") located in the Borough of Swarthmore,
Delaware County, was recorded in the Office of the Recorder of
Deeds of Delaware County on September 8, 1981 in Deed Book 2797,
page 653, and has been subsequently amended (the Declaration of
Condominium as so amended is hereafter referred to as the
"Declaration").

B. Article X Section 3 of the Declaration provides that
subdividing or combining of units may be made by any unit owner or
owners. The Fourth Amendment to the Declaration permits the change
of boundaries of any unit and the undivided interests in the Common
Elements to the extent authorized by provisions of the Pennsylvania
Uniform Condominium Act.

C. Pursuant to a Deed dated January 2, 1998 and recorded in
the office of the Recorder of Deeds of Delaware County in Volume
1843, page 0453, etc., legal title to Unit 1101 vested in Catherine
W. Connor, Carol C. Carroll and Catherine C. Chiomeno as joint

RD BK04579-2262

DM-DEED MISCELLANEOUS

2009042949 07/09/2009 03:07:43 PM:1

RCD FEE: \$73.00

413-00-01677-00 (subdiv)



DELAWARE
COUNTY

tenants with right of survivorship. Catherine W. Connor died February 8, 2007 as a result of which legal title vested in Carol C. Carroll and Catherine C. Chiomento.

D. This Amendment providing for the subdivision of Unit 1101 is made by the Owners in accordance with the Declaration and Section 3215 of the Pennsylvania Uniform Condominium Act.

NOW, THEREFORE, the Declaration is amended as follows:

1. Unit 1101 is divided into Units 1101 and 1103 together with the percentage of undivided interests in the Common Areas as follows:

Unit 1101 - .63444
Unit 1103 - .23237

2. The boundaries of Unit 1101 and Unit 1103 are as indicated on the plan attached hereto as Exhibit "A".

3. This Amendment shall be effective on recording.

IN WITNESS WHEREOF this Amendment has been executed by all of the Owners of Unit 1101 and Units 1101 and 1103 as subdivided, and by the Board of Managers of Strath Haven Condominium for the purposes of acknowledging and recognizing the subdivision and allocation of the percentage of undivided interests in the Common Areas as set forth herein.

BOARD OF MANAGERS OF
STRATH HAVEN CONDOMINIUM

By: *Myra H. T. Schell*
President





Carol C. Carroll
CAROL C. CARROLL

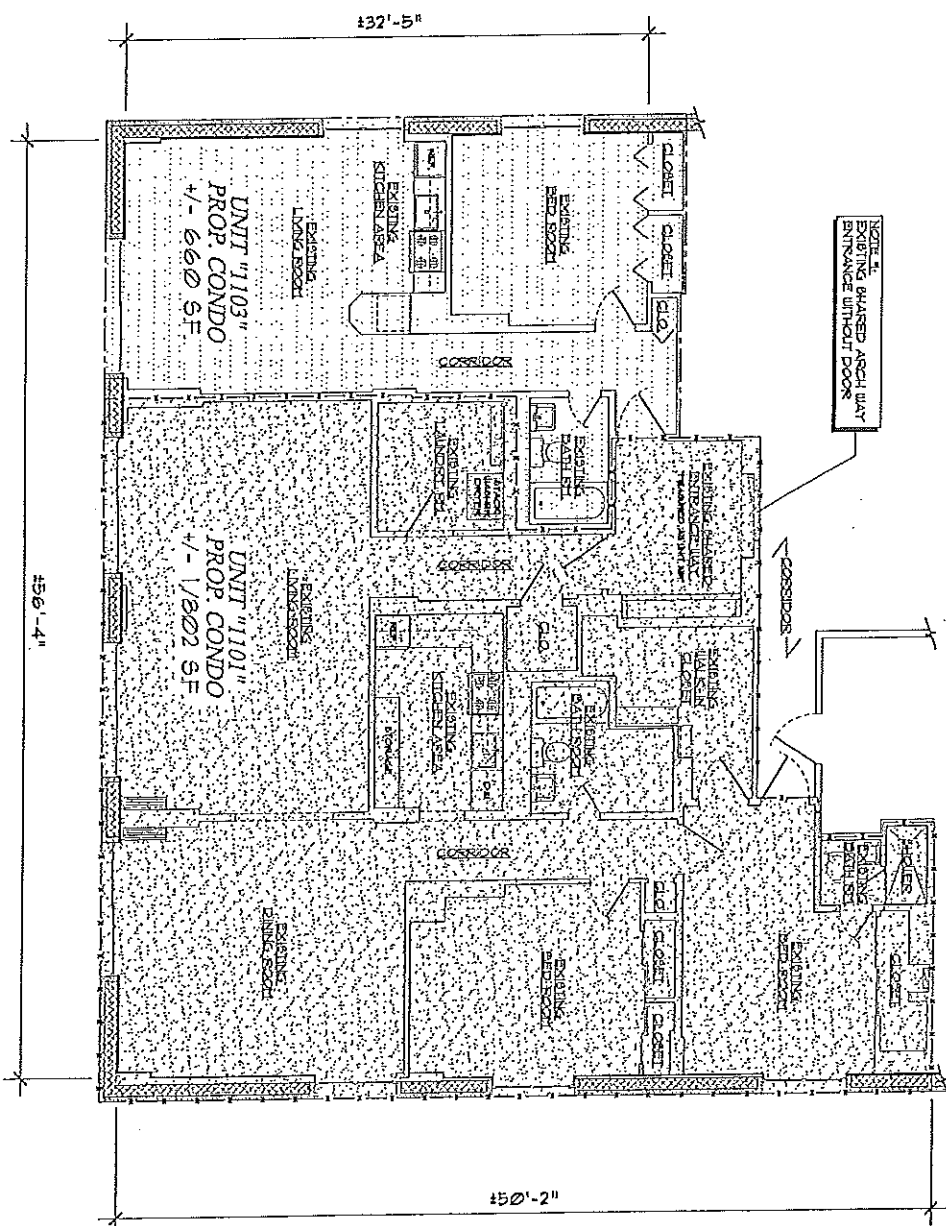
Attest: *Barbara S. Kelle*
Secretary


Catherine C. Chiomento
CATHERINE C. CHIOMENTO

EXHIBIT "A"

PLAN OF UNIT DIVISION	
11th FLOOR AREA	
UNIT 1101 SQUARE FOOTAGE.....	4,180.2 SF.
UNIT 1103 SQUARE FOOTAGE.....	4,660 SF.
TOTAL	8,840.2 SF.
TAX PARCEL ID# (UNIT 1101)..... 43-00-01671-00	

LEGEND	
	"UNIT 1101" AREA
	"UNIT 1103" AREA
	BOUNDARY OF "UNIT 1101"
	BOUNDARY OF "UNIT 1103"





ALBERT TAUS & ASSOCIATES, AIA
 ARCHITECTS
 ARCHITECTURE PLANNING INTERIOR DESIGN ENGINEERING
 1107 WOODBRIER ROAD PHILADELPHIA, PA 19104
 PHONE: (215) 988-2818 FAX: (215) 988-7188

PROJECT INFORMATION
 STRATH HAVEN CONDOMINIUM
 PLAN OF UNIT DIVISION
 8201 TALLE AVENUE
 QUASTATION, PA 19021
 DELAWARE COUNTY

SCALE:
 NOT TO SCALE
 DATE: 04/20/05
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
A-1

11th FLOOR PLAN
 A-1 SCALE: 3/32" = 1'-0"

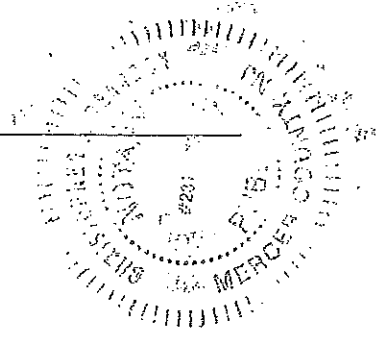
STATE OF NEW JERSEY
~~COMMONWEALTH OF PENNSYLVANIA~~ :

COUNTY OF MERCER :

And now this 22 day of 04/2009,
2009, before me, a notary public, the undersigned officer,
personally appeared CAROL C. CARROLL, known to me (or
satisfactorily proven) to be the person whose name is subscribed to
within the instrument, and acknowledged that she executed the same
for the purposes therein contained.

Christopher J. Reardon
Notary Public #2376872
State of New Jersey, Mercer County
Commission Expires - 08/13/2013

CR
Notary Public



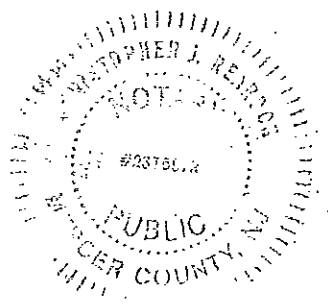
STATE OF NEW JERSEY
~~COMMONWEALTH OF PENNSYLVANIA~~ :

COUNTY OF MERCER :

And now this 22 day of 04/09,
2009, before me, a notary public, the undersigned officer,
personally appeared CATHERINE C. CHIOMENTO, known to me (or
satisfactorily proven) to be the person whose name is subscribed to
within the instrument, and acknowledged that she executed the same
for the purposes therein contained.

Christopher J. Reardon
Notary Public #2376872
State of New Jersey, Mercer County
Commission Expires - 08/13/2013

CR
Notary Public



COMMONWEALTH OF PENNSYLVANIA :
:
COUNTY OF DELAWARE :

And now this 6th day of May,
2009, before me, a notary public, the undersigned officer,
personally appeared Thomas H. Tschelker
_____, being the President of the Board of Managers of
Strath Haven Condominium Association who acknowledged that he/she
executed the foregoing instrument on behalf of the Association for
the purposes therein contained.

NOTARIAL SEAL
David P. Welsh, Jr., Notary Public
Swarthmore Boro, Delaware County
My commission expires December 13, 2009

David P. Welsh, Jr.
Notary Public

COMMONWEALTH OF PENNSYLVANIA :
:
COUNTY OF DELAWARE :

And now this 6th day of MAY,
2009, before me, a notary public, the undersigned officer,
personally appeared BARBARA KOELLE
_____, being the Secretary of the Board of Managers of Strath Haven
Condominium Association who acknowledged that he/she executed the
foregoing instrument on behalf of the Association for the purposes
therein contained.

NOTARIAL SEAL
David P. Welsh, Jr., Notary Public
Swarthmore Boro, Delaware County
My commission expires December 13, 2009

David P. Welsh, Jr.
Notary Public



TENTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP OF
STRATH HAVEN CONDOMINIUM

This Amendment to Declaration of Condominium made this 19th day of May, 2014 by the Board of Managers of Strath Haven Condominium Association pursuant to the Declaration of Condominium Ownership and the Uniform Condominium Act.

W I T N E S S E T H:

A. A Declaration of Condominium Ownership dated September 2, 1981, and relating to the property known as Strath Haven Condominium (the "Property") located in the Borough of Swarthmore, Delaware County, was recorded in the Office of the Recorder of Deeds of Delaware County on September 8, 1981 in Deed Book 2797, page 653, and has been amended by a First Amendment dated November 12, 1981 recorded in Deed Book 2805, page 233, a Second Amendment dated June 17, 1982 and recorded in Volume 22, page 2120, a Third Amendment dated July 26, 1982 and recorded in Volume 44, page 202, a Fourth Amendment dated October 14, 1982 and recorded in Volume 57, page 2070, a Fifth Amendment dated July 13, 1983 recorded in Volume 97, page 206, a Sixth Amendment dated October 17, 1984 and recorded in Volume 196, page 2094, a Seventh Amendment dated April 10, 2001 and recorded in Volume 2165, page 1949, an Eighth Amendment dated November 5, 2008 and recorded in Volume 4484 page 457, and a Ninth Amendment dated April 22, 2009 and recorded in Volume 4579 page 2262 (the Declaration of Condominium as so amended by the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth

FOLIO: 43-00-01500-00 and others attached (total 295)

PREMISES: 801 Yale Avenue, Swarthmore, PA 19081

and Ninth Amendments, being referred to collectively herein as the "Declaration").

B. Article III(17) defines Limited Common Elements as "a portion of the Common Elements so designated in the Declaration as being reserved for the use of a certain unit or units ...". Article V Section 4 provides that the "covered parking spaces" are Limited Common Elements. Article V Section 5 provides that "Limited Common Elements may be transferred between unit owners ... only in accordance with the Condominium instruments ...". A transfer shall be either by an amendment to the Declaration executed by unit owners whose rights are affected or in a deed conveying the unit. The Fourth Amendment to the Declaration provides that "Limited Common Elements identified as carports on the plot ..." are to be transferred by a written assignment consented to by the assignee and recorded with the County Recorder of Deeds with a copy given to the Association. The Seventh Amendment to the Declaration adds Section 6 to Article 5 and provides that the storage spaces which are accessible from the Common Elements are Limited Common Elements which may be assigned from one owner to another owner only by a written assignment filed with the Board. A Limited Common Element is defined by the Pennsylvania Uniform Condominium Act (Section 3103) as "a portion of the Common Elements allocated by or pursuant to the Declaration ... for the exclusive use of one or more but fewer than all of the units."

C. On several occasions the situation has arisen wherein a unit is sold by private or judicial sale and a carport or storage space which had been assigned to or allocated to the sold unit is not assigned or otherwise acquired by the new owner of the unit. The Board believes that the selling unit owner should be afforded a reasonable opportunity to find another assignee from among the unit owners. However, the Declaration fails to address the circumstance wherein after a prolonged period of time, the carport or storage space has not been assigned to another unit owner and therefore is not subject to the lien of any assessment or special assessment which may be applicable to the unit owner of the Limited Common Element.

D. The Board of Managers believes that, in the absence of any applicable provision in the Pennsylvania Uniform Condominium Act, the failure of the Declaration to provide for the circumstances wherein a Limited Common Element consisting of a carport or storage space is no longer owned by a unit owner requires an amendment to correct or supplement the provisions of the Declaration relating to Limited Common Elements.

E. The Board of Managers has received an opinion from independent legal counsel that because Article V (as amended) of the Declaration fails to address the existence of a Limited Common Element which is no longer assigned to a unit, the Declaration and Article V in particular are defective and missing essential provisions such that it can be the subject of a corrective

amendment under Section 3219(f) of the Pennsylvania Uniform Condominium Act (68 Pa. C.S. § 3219(f)) made by the Board of Managers without the necessity of approval by unit owners or holders of liens.

NOW, THEREFORE, the Declaration is amended as follows:

1. The following section is added to ARTICLE V:

"7. Limited Common Elements Not Assigned To A Unit Owner. In the event a Limited Common Element consisting of a carport or storage space remains unassigned to a unit owner for a period of time in excess of six (6) calendar months, the Board of Managers, on behalf of the Association, may record with the Recorder of Deeds of Delaware County a "Statement of Ownership of Limited Common Element" declaring that all right, title and interest in and to the Limited Common Element consisting of a carport or storage space shall be and remain in the Association until further assigned by the Board of Managers to a unit owner."

2. Except as modified hereby, the Declaration shall remain in full force and effect, in accordance with its terms.

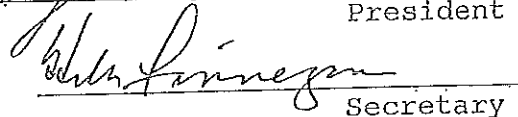
IN WITNESS WHEREOF, the Board of Managers of Strath Haven Condominium Association has caused this Tenth Amendment to the Declaration of Condominium of Strath Haven Condominium to be executed on the day and year first above written.

BOARD OF MANAGERS OF STRATH HAVEN
CONDOMINIUM

By:


President

Attest:


Secretary

COMMONWEALTH OF PENNSYLVANIA :
:
COUNTY OF DELAWARE :

And now this 3RD day of JUNE,
2014, before me, a notary public, the undersigned officer,
personally appeared PEG CHRISTENSEN
_____, being the President of the Board of Managers of
Strath Haven Condominium Association who acknowledged that he/she
executed the foregoing instrument on behalf of the Association for
the purposes therein contained.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
David P. Welsh Jr., Notary Public
Swarthmore Boro, Delaware County
My Commission Expires Dec. 22, 2017
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

David P. Welsh Jr.
Notary Public

COMMONWEALTH OF PENNSYLVANIA :
:
COUNTY OF DELAWARE :

And now this 3RD day of JUNE,
2014, before me, a notary public, the undersigned officer,
personally appeared HELEN FINNEGAN,
being the Secretary of the Board of Managers of Strath Haven
Condominium Association who acknowledged that he/she executed the
foregoing instrument on behalf of the Association for the purposes
therein contained.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
David P. Welsh Jr., Notary Public
Swarthmore Boro, Delaware County
My Commission Expires Dec. 22, 2017
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

David P. Welsh Jr.
Notary Public