

***Prepared By and Return to:***

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**FOURTEENTH AMENDMENT TO  
DECLARATION OF THE TOWNES  
IN THE VILLAGE AT SPRINGBROOK FARMS, A CONDOMINIUM**

This Fourteenth Amendment is made this 1<sup>st</sup> day of June, 2009,  
by the Executive Board of The Townes in the Village at Springbrook Farms  
Condominium Association, Inc. (the "Executive Board").

**BACKGROUND**

Pursuant to a Declaration of Condominium of The Townes in the Village at Springbrook Farms, a Condominium recorded by Declarant on November 4, 2004 in the Office of the Recorder of Deeds of Lebanon County, Pennsylvania, in Book 2053, Page 8560, last amended by the Thirteenth Amendment to the Declaration of the Townes in Village at Springbrook Farms, a Condominium, recorded in the Office of the Recorder of Deeds of Lebanon County, Pennsylvania in Book 2125, page 617 (the "Declaration"), the Declarant submitted to the provisions of the Uniform Condominium Act, 68 Pa.C.S. §3101 et seq., as amended (the "Act"), certain real estate, together with the buildings and improvements thereon erected and the easements, rights, and appurtenances thereunto belonging, described in Exhibit "A" to the Declaration, created a flexible condominium known as The Townes in the Village at Springbrook Farms, a Condominium (the "Condominium"), which is located in South Londonderry Township, Lebanon County, Pennsylvania.

Section 3219(f) of the Act permits the Executive Board to amend the Declaration if such an amendment is necessary, in the judgment of the Executive Board, to

cure an ambiguity, correct or supplement any provision of the declaration, including the plats and plans, that is defective, missing or inconsistent with any other provision of the declaration or [the Act]... or if the amendment is necessary in the judgment of the executive board to conform to the requirements of any agency or entity that has established national or regional standards with respect to loans secured by mortgages or deeds of trust or units in condominium projects (such as Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation), to comply with any statute, regulation, code or ordinance which may now or hereafter be made applicable to the condominium community or association....

The Act permits the Board to make an amendment in these instances without approval of unit owners, providing that the Board receives an opinion from legal counsel that such amendment is permitted by the Act.

The Federal Housing Administration ("FHA") has established national standards with respect to loans secured by mortgages on condominium units. In regulations of the Department of Housing and Urban Development ("HUD") found at 24 CFR 203.46 and 24 CFR 203.41(a)(3), FHA prohibits the requirement that leases of Units be approved by a third party, including the Executive Board.

The Executive Board believes that the following amendments are necessary to comply with FHA standards with respect to national standards relating to loans secured by mortgages on units in condominium projects. The Executive Board has obtained the requisite opinion from legal counsel that the following amendments to the Declaration are permitted by the Act.

All capitalized terms used herein that are not defined herein shall have the meanings specified in the Declaration.

NOW, THEREFORE, intending to be legally bound, the Executive Board does hereby amend the Declaration as follows:

1. Section 12.8 of the Declaration shall be deleted in its entirety and replaced with the following:

12.8. Approval of Leases: A Unit Owner may lease his or her Unit (but not less than his entire Unit) at any time provided that: (1) no Unit may be leased for transient or hotel purposes or for an initial term of less than six (6) months; (2) no Unit may be leased without a written lease; and (3) the rights of any lessee of the Unit shall be subject to, and each such lessee shall be bound by, the covenants, conditions and restrictions set forth in the Declaration, Bylaws and Rules and Regulations and a default thereunder shall constitute a default under the lease; provided, however, that the foregoing shall not impose any direct liability on any lessee of a Unit to pay any Common Expense assessments on behalf of the Owner of that Unit.

2. Except as specifically amended hereby, all other terms and provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Executive Board has executed this Fourteenth Amendment to Declaration on the day and year first above written.

The Townes in the Village at Springbrook Farms Condominium Association, Inc.

*Candy M. Christie*

By: Todd D. Lechleitner, (Vice) President

#515551.0

COMMONWEALTH OF PENNSYLVANIA )  
                                *Dauphin* ) SS:  
COUNTY OF ~~LEBANON~~ )

On this, the 1<sup>st</sup> day of June, 2009, before me the undersigned individual, personally appeared Todd D. Lechleitner, who acknowledged himself to be the (Vice)President of The Townes in the Village at Springbrook Farms Condominium Association, Inc., and that being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

*Candy M. Christie*  
Notary Public

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Candy M. Christie, Notary Public  
Derry Twp., Dauphin County  
My Commission Expires July 3, 2011  
Member, Pennsylvania Association of Notaries

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002Q15

COUNTY OF LEBANON  
RECORDER OF DEEDS  
Donna J. Lutz, Recorder  
400 South 8th Street Room 107  
Lebanon, Pennsylvania 17042-6794

Instrument Number - 200909488  
Recorded On 6/10/2009 At 9:09:15 AM  
\* Instrument Type - AMENDMENT  
Invoice Number - 163714

Book - 2131 Starting Page - 5170  
\* Total Pages - 4

\* Grantor - TOWNES IN THE VILLAGE AT SPRINGBROOK FARMS CONDOMINIUM ASSOCIA  
\* Grantee - TOWNES IN THE VILLAGE AT SPRINGBROOK FARMS CONDOMINIUM ASSOCIA

\* FEES

STATE WRIT TAX	\$0.50
RECORDING FEES -	\$15.00
RECORDER OF DEEDS	
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
TOTAL PAID	\$20.50

This is a certification page  
**DO NOT DETACH**  
This page is now part  
of this legal document.

I hereby CERTIFY that this document is  
recorded in the Recorder of Deeds Office  
of Lebanon County, Pennsylvania.

*Donna J. Lutz*  
Donna J. Lutz  
Recorder of Deeds



\* - Information denoted by an asterisk may change during  
the verification process and may not be reflected on this page.

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