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

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

This Eighteenth Amendment is made this 9<sup>th</sup> day of June, 2010, by THE EXECUTIVE BOARD OF THE TOWNES IN THE VILLAGE OF SPRINGBROOK FARMS CONDOMINIUM ASSOCIATION, INC. (herein referred to as "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 Seventeenth 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 2141, page 1202 (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 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 Executive Board wishes to supplement and correct certain provisions of the Declaration, in order to more clearly define the maintenance obligations of each Unit Owner and the Association. The Board also wishes to clarify the Declaration with respect to the obligation to insure the Units and Common Elements. 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, Declarant does hereby amend the Declaration as follows:

1. In Section 2.2 of the Declaration, the definition of "Common Elements" is deleted, and replaced with the following (additions to the prior definition are given in bold):

"Common Elements" shall mean all real and personal property, or any interest therein, which the Association now or hereafter owns or otherwise holds for the common use and enjoyment of all Owners. **The Common Elements include all those portions of the Property except for the Units. The Common Elements include all parts of any structure outside the boundary of the Unit, including the studs and frames of exterior walls, the block or masonry walls between the Units, the roof trusses and the area above the roof trusses, as well as all siding, roofs or other exterior finish on any structure.**

The Common Elements shall include the Association's interest in all Storm Water Management Facilities that are not part of a Unit, as well as any improvements required for any improved roadways that have not been accepted for dedication by the Township, pumping stations, lines, manholes or other equipment that is part of any sanitary sewer or drinking water system which has not been accepted for dedication by any public authorities having jurisdiction over the Property, and any other interest in real property or the improvements or Structures thereon held by the Association.

2. In Section 2.2 of the Declaration, the definition of "Unit" is deleted and replaced with the following (additions to the prior definition are given in bold):

“Unit” shall mean that part of any building or Structure on the Property intended for single-family living, as depicted on the Plan.

**The upper horizontal boundaries of each Unit shall be the Unit-side surface of the roof trusses or studs, as extended to intersect with vertical boundaries of the Unit. As a result, all finish ceiling materials, such as drywall or ceiling tile, are included in the Unit.**

**The lower horizontal boundaries of each Unit shall be the Unit-side surface of the slab or the basement floor, as extended to intersect with vertical boundaries of the Unit. As a result, all sub-flooring lying on the slab, and finish flooring materials, such as carpet, tile, vinyl or wood flooring or similar materials, are included in the Unit.**

**The vertical boundaries of each Unit are the Unit-side surfaces of all wall studs or the Unit-side surfaces of the brick or masonry wall separating Units, as extended to intersect with the horizontal boundaries of the Unit. As a result, all drywall, wallboard or other finish wall materials are part of the Unit.**

3. In Section 2.2 of the Declaration, the definition of “Limited Common Element” is deleted and replaced with the following (additions to the prior definition are given in bold):

“Limited Common Elements” shall mean any portion of the Common Elements allocated for the exclusive use of one or more but fewer than all of the Units, and shall include those items listed as Limited Common Elements by § 3202 of the Act, those areas labeled Limited Common Elements by the Plats or Plans, and the driveways serving the Units.

Without limiting the preceding sentence, the Limited Common Elements include: the driveways, the walkways between the driveway and the door to the Unit, any steps leading to a Unit, any shutters, awnings, window boxes, doorsteps, porches, balconies, patios and all exterior doors and windows, mailboxes, exterior lights, garage doors and any other fixture designed to serve a single Unit, but located outside the Unit’s boundaries.

4. The following Section 6.1.G is added:

G. Exterior of Units, Limited Common Elements. Unless this Section or Section 6.4 specifically provides differently, the Association is responsible for all of the maintenance of the Common Elements and Limited Common Elements. Generally, the Association will perform all necessary maintenance, repairs and replacements of the exterior walls, roofs, gutters and downspouts of each Unit. The Association will also make all necessary maintenance, repairs and replacements of Limited Common Elements, such as the driveways, the walkways

between the driveway and the door to the Unit, any steps leading to a Unit, any shutters, awnings, window boxes, doorsteps, porches, balconies, patios and all exterior doors and windows, mailboxes, exterior lights, garage doors and any other fixture designed to serve a single Unit, but located outside the Unit's boundaries.

The Association will remove snow from the roads, until they are accepted by the Township. The Association will remove snow from the sidewalks. Each Unit Owner must remove snow and ice from his or her driveway and walkways, including the front porch or steps.

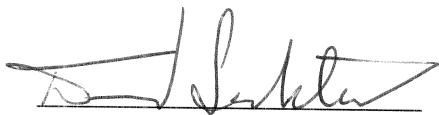
If the Association performs any maintenance, repair or replacement of any Limited Common Element, the costs of that work will be assessed only to the Unit Owners served by the Limited Common Element. If more than one Unit Owner is served by a particular Limited Common Element, the Association will divide the costs among the Units served by the Limited Common Element.

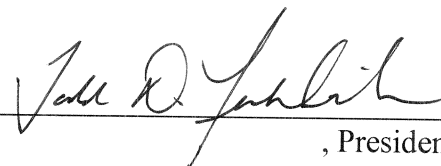
Generally, if the Association performs maintenance on a Common Element that is not a Limited Common Element, such as a roof, exterior wall, siding, gutter, downspout, etc., the costs of that maintenance, repair or replacement will be a General Common Expense, divided among all Units according to their Percentage Interests. The Association may, however, assign the costs of this maintenance to one or more, but fewer than all, of the Units, in some circumstances. If the maintenance, repair or replacement of a Common Element benefits fewer than all of the Units, the Act requires the Association to assess the costs of that maintenance to only the Units benefited by those costs.

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

IN WITNESS WHEREOF, Declarant has executed this Eighteenth Amendment to Declaration on the day and year first above written.

EXECUTIVE BOARD OF THE TOWNES IN THE  
VILLAGE AT SPRINGBROOK FARMS  
CONDOMINIUM ASSOCIATION, INC.



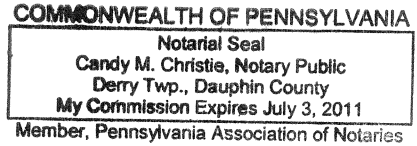
By:   
\_\_\_\_\_, President

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF Dauphin )

On this, the 9<sup>th</sup> day of June, 2010, before me the undersigned individual, personally appeared Todd D. Lechleitner, who acknowledged himself to be the president of EXECUTIVE BOARD 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





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

Instrument Number - 201008002  
Recorded On 6/15/2010 At 2:48:29 PM

Book - 2145 Starting Page - 3886  
\* Total Pages - 6

\* Instrument Type - AMENDMENT  
Invoice Number - 182122

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

\* FEE

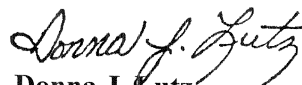
STATE WRIT TAX	\$0.50
RECORDING FEES -	\$17.00
RECORDER OF DEEDS	
PARCEL CERTIFICATION	\$10.00
FEE	
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
TOTAL PAID	\$32.50

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  
Recorder of Deeds



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

Book: 2145 Page: 3891