



The Ridings at Brookside

Condominium Association

DECLARATION

OF

CONDOMINIUM

AND

PLANS

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DECLARATION OF CONDOMINIUM

ARTICLE I.

SUBMISSION AND NAME

Brookside Partners, a Pennsylvania General Partnership (the "Declarant"), hereby submits the land described in Exhibit "A" attached hereto, located in the Borough of Macungie, Lehigh County, Pennsylvania, the easements, rights and appurtenances now or in the future thereunto belonging, (collectively, the "Property") to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. Section 3101 et seq (the "Act"), and hereby creates a flexible condominium with respect to the Property. To the extent any Additional Real Estate is added to the Condominium, it shall be subjected to the provisions of this Declaration and the Act and shall become part of the Condominium. The name by which the Property and the Condominium shall hereafter be identified is The Ridings At Brookside, A Condominium (the "Condominium").

ARTICLE II.

DEFINITIONS

For the purposes hereof, the following terms shall have the following meanings unless the context in which they are utilized clearly indicates otherwise:

(a) "Act" shall mean the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. Section 3101 et seq, as the same may be amended from time to time, the "Act" also being sometimes referred to herein as the "Condominium Act".

(b) "Additional Real Estate" shall mean the real estate more particularly described in Exhibit "B" attached hereto, all or any portion of which may be added to the Condominium, on which additional Units, Common Elements and Limited Common Elements may be constructed and created as provided herein.

(c) "Assessment" (even when used on a non-capitalized basis) shall mean a share of the funds required for the payment of common expenses (as used generically as per the definition set forth in Section 3103 of the Act) which from time to time is assessed against a Unit Owner by the Association as provided for in this Declaration and/or in the By-Laws of the Association for the cost of, among other things, maintaining, repairing and managing the Condominium.

(d) "Association" shall mean The Ridings At Brookside Condominium Association, which shall administer, manage and

operate the common affairs of the Unit Owners of the Condominium, the "Association" being sometimes referred to herein as the "Condominium Association".

(e) "Board" shall mean the Board of Directors of the Association (such Board of Directors being synonymous with the "Executive Board" as defined in Section 3103 of the Act, the "Board of Directors" or "Executive Board" being the governing body of the Association) and any reference herein or in the By-Laws to any power, duty, right of approval or any other right of the Association shall be deemed to refer to the Board and not the membership of the Association unless the context expressly indicates to the contrary.

(f) "Building" shall mean any enclosed structure containing Units.

(g) "By-Laws" shall mean the By-Laws of the Association, together with all future amendments and supplements thereto, adopted from time to time pursuant to, among other things, the Act, this Declaration and the By-Laws themselves, to help govern the affairs of the Association as they relate to the regulation and management of the Condominium.

(h) "Common Elements" shall mean and encompass all portions of the Condominium other than the Units, and shall include by way of general description but not by way of limitation all of the following, whether now existing or hereafter constructed:

(i) The land, including, but not limited to, the land on which a Building is located, and all portions of a Building which is not included in a Unit;

(ii) The exterior facade, foundations, structural and bearing parts, supports, main walls and roof (including its trussing) of a Building, and all other elements of the Building necessary or convenient to its existence, management, operation, maintenance and safety or normally in common use;

(iii) The trimwork of a Building;

(iv) All central services and utilities, if any, their component parts, and all connections incidental thereto, including, but not limited to, water lines, sewer and drain lines, telephone, television (cable or otherwise) ventilation and lighting systems and electric lines, but only to the extent they serve more than one Unit; any water lines, sewer and drain lines, telephone, television (cable or otherwise), ventilation and lighting systems and electric lines, and any pipes, ducts, wires, cables, conduits or other installations or services and utilities

serving only a particular Unit (whether or not located within the Unit) shall be a part of that Unit.

(v) The streets, roadways, curbing, sidewalks, stormwater management facilities (including any detention pond(s)) and street lights now or in the future located on any portion of the land forming a part of the Condominium;

(vi) The yards, gardens, shrubbery, courtyards, open spaces, walkways, parking areas and driveways now or at any time in the future located on any portion of the land forming a part of the Condominium, excluding any specifically limited or reserved to a particular Unit or group of Units;

(vii) Any recreational facilities now or in the future located on any land forming a part of the Condominium; and

(viii) Such facilities or other portions of the Condominium other than the Units as shown and designated on the Plans.

(i) "Common Expenses" shall mean and include the actual and estimated expenses for which the Unit Owners are liable as set forth in this Declaration, including, but not limited to: (i) Expenses of maintenance, care, upkeep, repair, replacement and operation of the Condominium and Common Elements, together with any allocations to reserves for or on account of any or all of the foregoing; (ii) Expenses incurred for services (including, but not limited to, snow removal) provided to Unit Owners; (iii) Expenses incurred for liability, fire, casualty and other insurance; (iv) Expenses agreed upon as common by all Unit Owners; (v) Expenses of maintenance, care, upkeep, repair, replacement and operation, if and to the extent not previously included herein, of those improvements, systems and facilities required to be maintained by the Association on behalf of all Unit Owners by Macungie Borough as a condition precedent to its approval of the development of the land forming a part of the Condominium, even if not included within the Condominium, all as more specifically set forth in Article XXV hereof; and (vi) Expenses designated as common by the provisions of the Act or by this Declaration, or by the By-Laws.

(j) "Condominium", "Property" or "Condominium Property" shall mean: (i) the land described in Exhibit "A"; (ii) all improvements now or hereafter constructed in, upon, over or through such land; (iii) all easements, rights, roads, privileges and appurtenances thereunto belonging and (iv) the entire entity created by the execution and recording of this Declaration. Upon the creation of any Units or Limited Common Elements in the Convertible Real Estate, such Units and Limited Common Elements shall be a part of the "Condominium", "Property" or "Condominium Property". Upon the addition by Declarant of any Additional Real

state, and the construction or creation of any additional Units, Common Elements or Limited Common Elements thereon, such Additional Real Estate, and any such additional Units, Common Elements or Limited Common Elements constructed or created thereon, shall also become a part of the "Condominium", "Property" or "Condominium Property".

(k) "Convertible Real Estate" shall mean the real estate identified as such on the Plans and in Exhibit "C" hereto on which additional Units, Common Elements and Limited Common Elements may be constructed and created as provided herein.

(l) "Declarant" shall mean and refer to Brookside Partners, a Pennsylvania General Partnership, its successors and assigns (excluding other Unit Owners not affiliated with or controlled by Declarant) and includes any successor Declarant.

(m) "Declaration" shall mean this instrument together with all future amendments or supplements thereto.

(n) "Institutional Lender" shall mean any bank, mortgage banker, trust company, insurance company, savings and loan association, governmental agency or other financing institution or pension fund, which is the record owner or holder or servicer of a first mortgage loan which encumbers any Unit, or any insurer or guarantor thereof.

(o) "Limited Common Elements" shall mean those Common Elements which are designated for the use of any particular Unit or group of Units to which such Common Elements are assigned or appurtenant and which are limited and restricted to the sole and exclusive use of the Owner(s) of such Unit(s) and shall, in this Condominium, include the following:

(i) The exterior surface of Unit (entrance) doors and windows, together with the exterior surface of their frames, hinges, sills and assemblies;

(ii) The patio or balcony physically appurtenant to a Unit, and the fencing or railings enclosing each patio or balcony;

(iii) The concrete pads upon which are situate the equipment providing air-conditioning to a Unit. (Each concrete pad is a Limited Common Element assigned or appurtenant to the Unit having air-conditioning equipment on such pad);

(iv) Any chimneys and flues serving any fireplace(s) within or serving a Unit;

(v) The parking space(s) and driveway(s) exclusively serving a Unit, as shown on the Plan;

(vi) Any shared courtyards and walkways leading to the exterior entrance of a Unit or group of Units;

(vii) Any mailbox allocated to a Unit, including any postal boxes in so-called "gang boxes"; and

(viii) Any lighting fixtures attached to the door frames and other exterior portions of a Unit.

(p) "Limited Common Element Expense" shall mean any Common Expenses associated with the maintenance, repair or replacement of a Limited Common Element, the responsibility for which is specifically designated in this Declaration, or later voted by the Board, to be the responsibility of the particular Unit Owner(s) to which such Limited Common Element is appurtenant, as opposed to that of the Board or Association, or that for which all Unit Owners are liable.

(q) "Percentage Interest" (even when used on a non-capitalized basis) shall mean the percentage of the undivided ownership interest in the Common Elements which is appurtenant to a Unit, as determined by the formula set forth in Article V hereof and as described on Exhibit " D " hereto, as may be adjusted from time to time if and when additional Units are created on the Convertible Real Estate or Additional Real Estate.

(r) "Plan" or "Plans" shall mean the Land Survey for the Real Estate together with graphic diagram(s) of the Building(s), Units and Common Elements attached hereto as Exhibit "E" as such Plan or Plans may be amended from time to time.

(s) "Rules and Regulations" shall mean the rules and regulations adopted from time to time by the Board regulating the appearance, use and maintenance of the Condominium and its Common Elements.

(t) "Unit" shall mean a part of the Condominium designated and intended for independent ownership and use.

(u) "Unit Owner(s)" or "Owner" shall mean those persons or entities in whom record fee simple title to any Unit is vested as shown in the Department of Records for Lehigh County, Pennsylvania, including the Declarant unless the context expressly indicates otherwise, but notwithstanding any applicable theory of mortgage, shall not mean or refer to any mortgagee unless and until such mortgagee acquires title to any such Unit pursuant to foreclosure proceedings or any proceeding in lieu of foreclosure, nor shall the term "Unit Owner" refer to any lessee or tenant of a Unit Owner.

Unless the context clearly indicates otherwise, all definitions set forth in the Act are incorporated herein by reference and the definitions set forth above shall be used in conjunction with the definitions set forth in the Act.

ARTICLE III.

PLANS

The Plans attached hereto as Exhibit "E" show fully and accurately the Property, the name of the Property, the location of the Building(s) erected or to be erected thereon, the floor plans of the Building(s) (showing the location of the Units and Common Elements), the Units, the Unit Designation for each Unit shown thereon, the location of the Common Elements, the location of the Convertible Real Estate and Additional Real Estate and such other information as is required by the Act.

ARTICLE IV.

RECORDED EASEMENTS AND LICENSES

Attached hereto as Exhibit "F" are all recorded easements and licenses appurtenant to the Condominium and to which the Condominium is subject as of the date of recordation of this Declaration.

ARTICLE V.

DESCRIPTION OF UNITS, ESTATE ACQUIRED, INTEREST IN COMMON ELEMENTS AND UNIT DESIGNATION

Each Unit is bounded and located as shown on the Plans. Each Unit shall consist of that volume of space bounded by either the upper surface, as extended, of the uppermost ceiling of the Unit in the case of the lower level flats, or the lower surface, as extended, of the roof truss or trusses in the uppermost level of a Unit in the case of the upper level flats and townhouses, by the lower surface of the lowest subfloor of the Unit (including basement, in the case of Units with basements) and by the undecorated interior surfaces, as extended, of the Units exterior walls. Each Unit shall for all purposes constitute a separate parcel of real property which may be conveyed, transferred and encumbered independently of all other parts of the Property, subject only to the provisions of this Declaration.

Each Unit shall include all appliances, fixtures and all other improvements which are exclusive to such Unit and shall

include, but not be limited to, the following individual appurtenances:

- (a) The air space enclosed by the boundaries;
- (b) All non-bearing walls, partitions and dividers which are wholly contained within the title lines of the Unit;
- (c) All doors, together with their frames, hinges, sills and assemblies set in the interior walls of the Unit and which are wholly contained within the title lines of the Unit, all and the Unit side (i.e. interior) surfaces of all Unit entrance doors up to the exterior unit side surface thereof, the Unit side surfaces of all windows, their frames, hinges, sills and assemblies, doorbells and all Unit windows and door locks (including Unit entrance door locks);
- (d) The interior stairway, if any, leading from the Unit's entrance door;
- (e) All electrical receptacles, outlets, switches and circuit breakers located in the ceilings, walls or floors of the Unit; all electrical wires which extend from the ceilings, walls or floors into the interior air space of the Unit; all electrical heating and air-conditioning units, fixtures, appliances, machinery and equipment serving only the Unit, whether or not located within the title lines of the Unit;
- (f) The complete heating and air-conditioning systems (including compressors and ducts) serving only the Unit, whether or not located within the title lines of the Unit.
- (g) All plumbing fixtures, pipes, ducts and wiring serving only the Unit, including, without limitation, all sinks, counters, toilets, vanities and exhaust fans;
- (h) All baseboards located within the boundaries of the Unit;
- (i) All utility meters now owned by the public utility agency supplying service to the Unit;
- (j) The carpeting and floor coverings within the boundaries of the Unit.

To the extent not previously set forth herein, any water lines, sewer and drain lines, telephone, television (cable or otherwise), ventilation and lighting systems and electric lines and any pipes, ducts, wires, cables, conduits or other installations or services serving only a particular Unit (whether or not located within the Unit) shall be a part of the Unit.

Each Unit shall also include, and each Unit owner shall acquire as a part of each Unit, the garage shown and identified on the Plans as being appurtenant to the Unit, the garage portion of the Unit, if not contiguous to the Unit, to consist of that volume of space bounded by the upper surface, as extended, of the ceiling of the garage separating the garage portion of the Unit from any adjoining Unit or adjoining Common Elements, by the lower surface of the concrete floor of the garage, and by the undecorated interior surface, as extended, of the garage's exterior walls (including garage door) separating the garage portion of the Unit from any adjoining Unit or any adjoining Common Elements, each garage shown and identified on the Plans as being appurtenant to the Unit, to be a part of the Unit, even if not physically connected or contiguous thereto, as is the case with the upper level flats.

Each Unit is and shall hereafter be designated by a unique 3 digit number. Each unit and its designation are shown on the Plans. Each such 3 digit number is the mailing address of the Unit referenced to the street or roadway to which it faces or abuts, as shown on the Plans.

The Percentage Interest in the Common Elements appurtenant to each Unit, is set forth in Exhibit "D" hereto, the Percentage Interest in the Common Elements having been determined on the basis of size, by dividing the "size" of a Unit by the aggregate "sizes" of all Units, the "size" of each Unit being the total number of square feet of floor space contained therein by reference to the dimensions shown on the Plans (exclusive of interior partitions), with the floor space of all garages and basements having been completely discounted or excluded therefrom for the purpose of determining each Unit's Percentage Interest in the Common Elements.

The Common Expense liability appurtenant to each Unit shall be proportionate to the Percentage Interest in the Common Elements appurtenant to each Unit, except that those Common Expenses allocable to the maintenance, repair, replacement and operation of any recreational and associated facilities now or at any time in the future contained within the Condominium shall be borne equally by all Units in the Condominium, regardless of Unit size, or the Unit's appurtenant Percentage Interest in the Common Elements of the Condominium, such Common Expenses allocable to the maintenance, repair, replacement and operation of such recreational facilities, whenever used in this Declaration or in the By-Laws, to mean and include, to the extent capable of specific identification, (i) expenses of maintenance, care, upkeep, repair, replacement and operation of any such recreational and associated facilities, together with allocations to reserves for and on account of any or all of the foregoing, the term "associated facilities" to mean and include those portions of the Common Elements, such as roadways, parking and

landscaped areas, primarily serving any such recreational facilities; (ii) expenses for utilities and like services, such as pest control, grass cutting, trash and snow removal, for such recreational and associated facilities; (iii) expenses incurred for furnishings for such recreational facilities; (iv) expenses incurred for supplies incidental to the operation of such recreational facilities; (v) expenses incurred for any personnel primarily providing services for or in connection with the use of any such recreational facilities, such as the services of a lifeguard; (vi) expenses incurred for liability, fire, casualty and other insurance, insofar as such insurance is related to any such recreational and associated facilities and (vii) any expenses the Association determines, is directly attributable to the maintenance and use of any such recreational and associated facilities. (The methodology set forth in this Article V for determining the Common Expense liability appurtenant to each Unit shall likewise apply if and to the extent that additional Units are created within or on the Convertible Real Estate or Additional Real Estate pursuant to Articles XVII and/or XVIII of this Declaration.)

The Percentage Interests set forth in Exhibit "D" shall also be used, unless otherwise provided for in the Act, this Declaration or the By-Laws to allocate the division of proceeds, if any, resulting from any casualty loss, any eminent domain proceedings, any common surplus (excess of all common receipts over all common expenses), or from any other disposition of the Condominium Property.

The Percentage Interests set forth in Exhibit "D" shall remain fixed, unless and until they are changed by virtue of the creation of Units within the Convertible Real Estate and/or the Additional Real Estate in accordance with Articles XVII and XVIII of this Declaration.

Each Unit shall include and the same shall pass with each Unit as an inseparable appurtenance thereto, whether or not separately described, conveyed or encumbered, all of the rights, title and interest of a Unit Owner in the Condominium, which shall include but not be limited to:

(a) An undivided Percentage Interest in and of the Common Elements.

(b) Liability for payment of Common Expenses as set forth in this Declaration; and

(c) Easements for the benefit of the Unit.

Each Unit shall also include, and each Unit Owner shall acquire as an appurtenance to each Unit, the Limited Common Elements described in Article II(o) hereof and more particularly

described and shown on the Plans, and the same shall pass with each Unit as an inseparable appurtenance thereto, whether or not separately described, conveyed or encumbered in any deed, mortgage or other conveyance for a Unit.

ARTICLE VI.

MAINTENANCE RESPONSIBILITIES

The Units and Common Elements shall be maintained and repaired by each Unit Owner and by the Association in accordance with the provisions of Section 3307 of the Act, except as expressly set forth to the contrary in this Declaration (including this Article VI) and the By-Laws. Each Unit Owner shall be responsible for the maintenance and repair of his Unit. Each Unit Owner shall also be responsible for the maintenance and repair of any water lines, sewer and drain lines, telephone, television (cable or otherwise), ventilation and lighting systems and electric lines and any pipes, ducts, wires, cables, conduits or other installations for services and utilities serving only his Unit, whether or not located within his Unit or any Building housing his Unit. Each Unit Owner shall be responsible for the maintenance, repair and replacement of any heat pump and air conditioning system serving his Unit, even if located outside his Unit or the Building housing his Unit. Each Unit Owner shall be responsible for the repair, maintenance and replacement of all Unit windows. Each Unit Owner shall be responsible for the repair and maintenance (but not the replacement) of the garage door for his Unit. Except as otherwise provided herein, the Common Elements shall be maintained by the Association on behalf of all Unit Owners and the cost of maintaining the Common Elements shall be allocated to the individual Units in accordance with their Percentage Interests in the Common Elements as a Common Expense of the Condominium, again with the exception of any Common Expense allocable to the maintenance, repair, replacement and operation of any recreational and associated facilities now or at any time in the future contained in the Condominium, which shall be borne equally by all Units in the Condominium, regardless of Unit size or the Unit's appurtenant Percentage Interest in the Common Elements of the Condominium. Each Unit Owner shall be responsible for routine maintenance and repair of any Limited Common Element appurtenant to his Unit, and, in the event of the failure of the Unit Owner to promptly and properly discharge this obligation, the Association shall be entitled to perform such routine repair and maintenance and assess the cost of so doing against the defaulting Unit Owner as a Limited Common Expense for which the Unit Owner shall be solely responsible. Routine maintenance and repair shall include keeping such Limited Common Elements clean and free of debris and in a safe and proper condition. The Association shall not be responsible for the security of or insurance for items kept by

Unit Owners in or on the Limited Common Elements. Major items of maintenance and repair to, and replacement of, any Limited Common Element shall be performed by the Association and the cost of so doing will be a Common Expense for which all Unit Owners shall be proportionately liable. Anything contained in this Article VI to the contrary notwithstanding, the Association shall at all times have the power and authority to assume, on a uniform basis, the obligation for the routine repair and maintenance of all or any portion of the Limited Common Elements contained within the Condominium, and to assess the costs and expenses incurred by the Association in so doing as a Common Expense within the meaning of Article II (i) hereof for which all Unit Owners are proportionately liable.

ARTICLE VII.

MEMBERSHIP IN THE CONDOMINIUM ASSOCIATION

The Condominium Association is the governing body for all of the Unit Owners and, except as otherwise set forth in this Declaration, is responsible for, among other things, the maintenance, repair, replacement, cleaning, management, operation and administration of the Common Elements, and the making of any additions or improvements thereto which duties shall be undertaken as provided herein and in the By-Laws. Upon acceptance of a deed for a Unit each Unit Owner shall automatically become a member of the Condominium Association, and shall be a member for so long as he shall hold legal title to his Unit, subject to all provisions of this Declaration, the Pennsylvania Uniform Condominium Act and the By-Laws and Rules and Regulations which may now or hereafter be established for or by the Association. Each Unit shall be entitled to one vote in the Association. For purposes of voting, the Declarant shall be a member of the Condominium Association with respect to all Units owned by it and with respect to all Units the Declarant reserves the right to build and/or incorporate within the Condominium pursuant to Articles XVII and XVIII hereof. Except as otherwise provided herein or in the By-Laws, membership in the Condominium Association shall be limited to the Unit Owners in the Condominium.

ARTICLE VIII.

COVENANT FOR MAINTENANCE AND CAPITAL IMPROVEMENT ASSESSMENTS

It shall be an affirmative and perpetual obligation of the Board to fix Common Expense assessments in an amount at least sufficient to maintain the exterior of the Buildings and to maintain and operate the Common Elements as contemplated by this

Declaration or the By-Laws of the Association and as required by the provisions of the Condominium Act.

Every Unit Owner, by acceptance of a deed or other appropriate instrument of conveyance for a Unit, whether or not it shall be so expressed in any conveyance, shall be deemed to covenant and agree to pay to the Association such sums, as Common Expenses (whether by way of annual or special assessment) as may be assessed by the Board pursuant to this Declaration, the By-Laws or the Condominium Act. Upon the conveyance of title to a Unit, the portion of the then current annual assessment payable by the new Unit Owner shall be an amount which bears the same relationship to the annual assessment as the remaining number of months in the then current annual assessment period bears to twelve. Any portion of a month shall be prorated. Such first annual assessment or portion thereof for which a new Unit Owner is liable shall be immediately due upon the closing of title to the Unit.

Each purchaser of a Unit may request from the Association a certificate setting forth the amount of unpaid assessments for such Unit. The Association shall provide such certificate within ten (10) days after the request therefor. Such purchaser may rely upon such certificate, and his liability shall be limited to the amounts set forth therein. If said certificate is not requested from the Association, then the purchaser and the previous Unit Owner shall be jointly and severally liable for all unpaid assessments for such Unit which are attributable to the period ending with the date of conveyance of such Unit to said purchaser.

No Unit Owner may waive or otherwise avoid liability for Common Expenses by non-use of the Common Elements. Each Common (and Limited Common) Expense assessment shall be a continuing lien upon the Unit against which it was made and shall also be the joint and several personal obligation of the Owner of such Unit at the time when the Common (or Limited Common) Expense assessment (or the first payment thereon) fell due, and of each such subsequent record owner of such Unit, except as otherwise set forth hereinafter, together with any interest thereon at the rate of 15% per annum (or, if less, the maximum rate of interest otherwise permitted by law), late charges and/or the cost of collection thereof (including reasonable attorney's fees). Subject to the provisions contained in the Condominium Act regarding lien priorities, recording of this Declaration of Condominium shall constitute record notice and perfection of the lien.

Liens for unpaid Common (or Limited Common) Expense assessments may be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property. Suit to recover a money judgment for unpaid

Common (or Limited Common) Expense assessments may be maintained without foreclosing the lien securing the same in an action at law or equity. Any judgment against a Unit and its Owner shall be enforceable in the same manner as is otherwise provided by law. Attorney's fees and court costs incurred by the Association incident to the collection of any Common (or Limited Common) Expense assessments or the enforcement of any lien, together with all sums advanced and paid by the Association for taxes and payments on account of superior liens which may be required to be advanced by the Association in order to protect its lien, shall be payable by the Owner and secured by such lien.

IN CONNECTION WITH THE POWER OF THE CONDOMINIUM ASSOCIATION TO COLLECT ANY UNPAID ASSESSMENTS, EACH UNIT OWNER (BY THE ACCEPTANCE OF THE DEED TO A UNIT) SHALL BE DEEMED TO HAVE APPOINTED ANY ONE OR MORE OF THE MEMBERS OF THE BOARD AS SUCH UNIT OWNER'S ATTORNEY-IN-FACT TO APPEAR FOR SUCH UNIT OWNER IN ANY COURT OF COMPETENT JURISDICTION IN PENNSYLVANIA TO CONFESS JUDGMENT AGAINST SUCH UNIT OWNER FOR ANY UNPAID ASSESSMENT OR CHARGE. THIS APPOINTMENT, BEING SECURITY FOR THE PAYMENT OF ALL ASSESSMENTS, SHALL BE IRREVOCABLE. FOR PURPOSES OF CONFESSING OF JUDGMENT, A COPY OF THIS ARTICLE VIII AND COPY OF THE DEED OF SUCH UNIT OWNER, BOTH VERIFIED BY AFFIDAVIT, SHALL BE SUFFICIENT WARRANT. THE AUTHORITY TO CONFESS JUDGMENT GRANTED BY THIS ARTICLE VIII SHALL NOT BE EXHAUSTED BY ANY EXERCISE THEREOF, BUT SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL THE TERMINATION OF THE CONDOMINIUM.

The Declarant shall not be liable for any Common Expense assessment for any Unit until the Board shall make its first assessment at the time the first Unit in the Condominium has been conveyed by Declarant to a Unit Owner other than Declarant. Thereafter all expenses incurred in maintaining the Common Elements shall be assessed against the Units individually owned, provided, however, that the Declarant shall not be liable for any Common (or Limited Common) Expense assessment, so long as that in lieu thereof, the Declarant shall pay to the Association, the lesser of either (1) those funds required to offset all Common (or Limited Common) Expenses in excess of the amounts charged the Unit Owners, or (2) the Common (or Limited Common) Expense assessments otherwise chargeable to the unsold and unoccupied Units. Anything contained in this Declaration or the By-Laws to the contrary notwithstanding, the Declarant shall not be chargeable or required to pay Common (or Limited) Expenses with respect to any unsold and unoccupied Unit prior to the time that a certificate of occupancy is issued by the Borough of Macungie with respect thereto. This paragraph may not be amended without the written consent of the Declarant.

Except as otherwise specifically provided in Article VI of this Declaration, the Board shall have the right to make assessments against any one or more Units to provide services

which are exclusively for such Units, including, but not limited to, the improvement and maintenance of Common Elements and Limited Common Elements used principally by or benefitting the Owners of such Units.

Anything contained herein to the contrary notwithstanding, where the holder of a mortgage on a Unit or other purchaser of a Unit obtains title to a Unit as a result of foreclosure or by deed in lieu of foreclosure pursuant to a mortgage on a Unit, such acquirer of title, its successors and assigns, shall not be liable for the share of Common (or Limited Common) Expenses pertaining to such Unit, or chargeable to the former Unit Owner of such Unit, which became due prior to acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure, and any lien of the Association, including specifically any lien relative to fees, charges, late charges, fines and interest that may be levied by the Association pursuant to Section 3302(a)(10), (11) and (12) of the Act, shall be subordinate to the lien of a mortgage on a Unit which is recorded prior to the due date of the assessment, to the extent permitted by the lien priority requirements of the Condominium Act.

ARTICLE IX.

RESPONSIBILITIES OF OWNERS AND DAMAGE DUE TO NEGLIGENCE, OMISSION OR MISUSE

Each Unit Owner shall promptly furnish, perform and be responsible for, at his own expense, all of the maintenance, repairs and replacements required under Article VI of this Declaration, provided however that the Association, its agents and employees, may effect emergency or other necessary repairs which the Unit Owner has failed to perform; but any and all expenses incurred pursuant to the foregoing provision shall be the responsibility of the Unit Owners affected thereby. If any Unit Owner fails to perform any work, whether in the nature of maintenance, repair or replacement, required of him hereunder, the Condominium Association may do so on the Unit Owner's behalf and charge the reasonable expenses thereof to the Unit Owner. If, due to the negligent act or omission of or misuse by a Unit Owner, or a member of his family or a household pet, or a guest, occupant, invitee or visitor (whether authorized or unauthorized by the Unit Owner), damage shall be caused to the Common Elements, or to the Unit(s) owned by others, or maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, then the Unit Owner directly or indirectly so responsible shall pay for such damage and be liable for any damages, liability, cost and expense, including attorney's fees, caused by or arising out of such circumstances.

ARTICLE X.

EXECUTIVE BOARD AND DECLARANT CONTROL

Subject to the provisions of the Act, this Declaration or the By-Laws, the Board shall have the power to act on behalf of the Condominium Association.

Until the time period hereinafter set forth, the Board shall consist of three persons designated by the Declarant, none of whom need be Unit Owners of the Condominium. No later than sixty (60) days after twenty-five percent of the Units in the Condominium have been conveyed by Declarant, the Board shall be expanded from three (3) to five (5) Directors and the Unit Owners of the Association (exclusive of Declarant) shall elect two (2) new Directors to the Board. No later than the earlier of one hundred eighty (180) days after seventy-five percent (75%) of the Units in the Condominium shall have been conveyed by Declarant, or, if sooner, seven (7) years following the conveyance of the first Unit to a Unit Owner other than the Declarant, the Unit Owners of the Association shall, subject to the provisions contained in the Act, this Declaration and the By-Laws, elect new Directors who shall be Unit Owners, the majority of the Board to thereupon consist of Unit Owners other than the Declarant.

Except where the seven (7) year divestiture provision hereinbefore immediately set forth in the second paragraph of this Article X would require earlier election of members of the Board by Unit Owners other than the Declarant, for purposes of determining whether the period of Declarant control has terminated or whether Unit Owners other than the Declarant are entitled to elect members of the Board, the percentage of Units conveyed is presumed to be that percentage which would have been conveyed if all two hundred thirteen (213) Units that Declarant has built or reserves the right to build in this Declaration were included in the Condominium.

ARTICLE XI.

EASEMENTS AND RIGHTS

(a) Declarant hereby reserves unto itself, its legal representatives, successors and assigns, the following easements with respect to the Property:

(i) A blanket and non-exclusive easement in, upon, through and over the Common Elements (including, but not limited to, the Limited Common Elements) for the purpose of construction, installation, maintenance and repair of all

Buildings and appurtenances thereto, for ingress to and egress from all Units, with notice, at a reasonable hour, except in the case of emergencies, and all Common Elements, (including, but not limited to, the Limited Common Elements) and any other facilities, including, without limitation, roadways and parking areas, until the expiration of two (2) years from the date of delivery of the unit deed for the final Unit to be conveyed by the Declarant;

(ii) A blanket and non-exclusive easement in, upon, through, under, across and over any Unit for a period of two (2) years after the date of delivery of the unit deed for such purposes as may be reasonably necessary for the Declarant or its agents to service any Unit in the Condominium; provided, however, that this easement and right of access may only be used upon reasonable notice at reasonable hours, except in the case of emergency; and

(iii) A blanket and non-exclusive easement in, upon, through and over the Common Elements (including, but not limited to, the Limited Common Elements) for the purposes of installation, maintenance, repair and replacement of all sewer, water, heater, power and telephone lines, television equipment and facilities (cable or otherwise), pipes, mains, conduits, transformers and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility systems serving the Condominium for a period of two (2) years after the date the final Unit is conveyed by the Declarant.

(iv) A blanket and non-exclusive easement in, upon, through and over the Common Elements (including, but not limited to, the Limited Common Elements), for all purposes relating to the construction, development, marketing and sale of improvements on the Convertible Real Estate and/or Additional Real Estate, including, without limitation, even if previously or later specifically reserved by the Declarant herein, the movement and storage of building materials and equipment, the parking of motor vehicles, the conduct of marketing and sales activity, the maintenance of models and sales offices, the erection and maintenance of directional and promotional signs and vehicular and pedestrian ingress, egress and regress.

This paragraph shall not be amended without the written consent of the Declarant.

(b) Each and every Unit Owner, his legal representatives, heirs, executors, administrators and assigns, shall have the following perpetual easements with respect to the Property:

(i) A non-exclusive easement in, upon, over, under, across and through the Common Elements to keep, maintain, use, operate, repair and improve his Unit;

(ii) An exclusive easement for the existence and continuance of any encroachment by his Unit on any adjoining Unit or upon any Common (or Limited Common) Elements, now existing as a result of the construction of the Buildings, or which may come into existence hereafter as a result of the reconstruction, repair, shifting, settlement, new construction, movement of any portion of the Buildings or of a Unit or as a result of condemnation or eminent domain proceedings, so that any such encroachment may remain undisturbed so long as the Building stands;

(iii) An exclusive easement to use and enjoy the surfaces of the main walls, including any windows, doors, ceilings, floors, patio, terrace(s) or storage shed contained within or appurtenant to his Unit;

(iv) If and to the extent necessary, an easement in common with the owners of all the other Units to use, maintain, repair or replace all utility pipes, ducts, electrical wiring and all other utility lines and conduits located in or adjacent or contiguous to any of the other Units (or in any Building housing his Unit) and serving his Unit, this easement to include the right of access to another Unit for any one or more of the purposes set forth herein, this easement to be subject to the right of the Association to promulgate Rules and Regulations relative to the performance of any operations required in connection with the maintenance, repair or replacement of or to any utility pipe, duct, electrical wiring or other utility line or conduit serving a Unit, the Unit Owner seeking access to another Unit for any one or more of the purposes set forth herein to have the duty to fully restore or repair any damage caused to another Unit (or any Common Element in any Building housing his Unit) caused by the Unit Owner in connection with the maintenance, repair or replacement of any utility pipe, duct, electrical wiring or other line or conduit serving his Unit.

(v) A non-exclusive easement in favor of the said Unit Owner, his family, his guests, invitees, licensees, visitors, tenants and servants for vehicular traffic on, over, through and across all roadways within the Condominium as a means of ingress, egress and regress to any from the Property and the adjoining public streets;

(vi) A non-exclusive easement in favor of the said Unit Owner, his family, his guests, invitees, licensees, visitors, tenants and servants for pedestrian traffic, on, over, through and across sidewalks and paths and walkways as the same may from time to time exist, the unimproved portion of the land, and the Buildings, and vehicular traffic on, over, through and

across the driveways and the parking area portion(s) of the Common Elements.

(vii) An exclusive easement for the installation, repair, maintenance, use, removal and/or replacement of any recessed medical cabinets, a part of which cabinet is located in the portion of a wall adjacent to a Unit which is a part of the Common Elements; for the installation, repair, maintenance, use, removal and/or replacement of overhead lighting fixtures, electrical receptacles and the like which are located in a portion of the ceiling or wall adjacent to a Unit which is part of the Common Elements (provided that the installation, repair, maintenance, use, removal or the replacement of such fixtures, receptacles and the like will not reasonably interfere with any part of the Common Elements or impair or structurally weaken the Building; for the installation (if done by Declarant), repair, maintenance, use or removal and/or replacement (if done by Declarant) of any fireplace, a part of which fireplace is located in the ceiling or wall adjacent to a Unit which is part of the Common Elements; for driving and removing nails, screws and bolts from the interior surface of the walls of a Unit into the portion of such walls which are not part of the Common Elements (provided that such action will not unreasonably interfere with the use of any part of the Common Elements or impair or structurally weaken the Buildings); for the installation, repair, maintenance, use, removal and/or replacement of utility pipes, ducts, electrical wiring and all other utility lines and conduits which are a part of a Unit and which pass across or through another Unit or a portion of the Common Elements, including any portion of the Common Elements contiguous to another Unit; for applying and removing paint, wallpaper, paneling or any of them, to and from the Unit-side surface and otherwise decorating, cleaning and maintaining the same.

The easements hereunder are subject to the right of the Association to promulgate Rules and Regulations for the use and enjoyment of the Common Elements; suspend the enjoyment and voting rights of any Unit Owner for a period during which any assessment for Common Expenses remains unpaid, or for any period during which any infraction of its published Rules and Regulations continues, it being understood that any suspension for either nonpayment of any assessment or a breach of the Rules and Regulations of the Association shall not constitute a waiver or discharge of the Unit Owner's obligation to pay the assessment; charge, admission and other fees for the use of the Common Elements; and such other rights as the Association shall have pursuant to the terms of this Declaration, the By-Laws or the Condominium Act.

The easements hereunder are also subject to the Laws of the Commonwealth of Pennsylvania, the Borough of Macungie, the County of Lehigh and the Federal Government.

(c) The Property and the individual Units and Common (and Limited Common) Elements shall be burdened with and have the benefit of the following:

(i) Each Unit, or portion thereof, and the Common (and Limited Common) Elements which contribute to the structural support of the Buildings shall be burdened with an easement of structural support for the benefit of the entire structure, and each Unit shall have an easement for structural support over every other Unit and the Common (and Limited Common) Elements;

(ii) The Units and Common (and Limited Common) Elements shall be and are hereby made subject to an easement in favor of all other Units and Common (and Limited Common) Elements benefited thereby for the maintenance of the encroachments referred to in this Declaration for so long as said encroachments shall continue; provided, however, that no easement for encroachments shall be created in favor of any Unit Owner or the Association if the encroachment resulted from the unlawful conduct or negligence of such Unit Owner or the Association, as the case may be.

(d) The Association, its Board, Manager or Managing Agent, shall have the following easements with respect to the Property;

(i) A perpetual and non-exclusive right of access to each Unit for inspection of the Units for the purpose of verifying the performance by the Unit Owners of all items of maintenance and repair for which they are responsible and to abate or remove any violations set forth in this Declaration, the By-Laws or in the Rules and Regulations promulgated by the Association, for inspection of the condition of the Common (or Limited Common) Elements situated in or accessible from such Units, for repairs to the Common Elements or Limited Common Elements if such repairs are reasonably necessary for public safety, for abatement of any violation of law, orders or rules or regulations of any governmental authorities having jurisdiction over the Property, for correction of emergency conditions in each Unit or casualties to such Common (and/or Limited Common) Elements and/or Unit, to perform any operations required in connection with the maintenance, repairs or replacements of or to the Common Elements (including the Limited Common Elements whenever appropriate), or any equipment, facilities or fixtures affecting or serving other Units or the Common (or Limited Common) Elements and for any of the purposes set forth in this Declaration, the By-Laws or the Rules and Regulations of the Association, it being understood and agreed that the Association and its agents shall take reasonable steps to minimize any interference with a Unit Owner's use of his Unit resulting from

the Association's exercise of the foregoing rights and any rights it may have under this Declaration;

(ii) A perpetual and non-exclusive easement over the Property for the existence, continuance and maintenance of any Common Elements, or of any improvements owned by the Association which presently or may hereafter encroach upon a Unit; and

(iii) A perpetual and non-exclusive easement in each Unit (including any Limited Common Elements appurtenant thereto) for the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, electrical wiring, security systems and all other utility lines and conduits which are part of the Common Elements and which pass across or through a portion of a Unit or Units (or any Limited Common Elements appurtenant thereto).

(e) Any bank, servicer, insurer, guarantor, mortgage banker or other institutional lender who is the owner of a mortgage which encumbers any Unit, and its officers, agents and employees, shall have a blanket, perpetual and non-exclusive easement to enter the Condominium or any part thereof to inspect the condition and repair of the Common Elements or of any Unit so encumbered. This right shall be exercised only during reasonable daylight hours and then, whenever practical, only after advance notice to and with the permission of the Association and the Unit Owner.

(f) The Declarant or the Association shall have the right to grant permits, licenses and easements over and through the Property for utilities and other systems, facilities and purposes reasonably necessary or desirable for the proper maintenance and operation of the Condominium or the Additional Real Estate. All appropriate utility companies, governmental agencies or other entities servicing the Condominium shall have a blanket, perpetual and non-exclusive easement in, upon, over, across and through the Units and the Common Elements (including, but not limited to, the Limited Common Elements) for such utility or other services as are desirable or necessary to serve adequately the Property or the Additional Real Estate and all appurtenances thereto, including, but without limitation, the installation, maintenance, repair, service and replacement of all sewer, water, power, telephone, television (cable or otherwise) and computer lines, pipes, mains, conduits, poles, transformers and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility or other system or facility serving the Property or the Additional Real Estate. With respect to any utility or other systems or facility serving the Property, the Declarant or the Association shall have the right and power to dedicate and convey title to the same to any private or public utility company or municipality.

(g) Declarant hereby reserves unto itself, its legal representatives, successors and assigns, the right with respect to its marketing of Units, to use the Common Elements for the ingress and egress of itself, its officers, employees, agents, contractors and subcontractors and for prospective purchasers of Units, including the right of such prospective purchasers to park in parking spaces. The Declarant shall also have the right until the conveyance of the last Unit it owns to erect signs on the Property in connection with its marketing of Units. Any damages to the Common Elements resulting from this easement shall be repaired by the Declarant within a reasonable time after the completion of its sale of the Units or termination of such use of the Common Elements, whichever shall first occur. The Declarant agrees to indemnify and to hold the Association harmless from all liabilities resulting from the use of the Common Elements in conjunction with the marketing of Units. The Declarant shall have the right to maintain model or sample Units in connection with its marketing program for the Condominium and the Addition Real Estate in Building R, Units 302, 304, 306, 308, 310 and 312. Further, the Declarant shall have the right to maintain a sales office in one or more of the Units identified in the immediately preceding sentence until the conveyance of the last Unit in the Additional Real Estate. The Declarant shall have the right to relocate such model Units and locate and maintain additional model or sample Units in the Condominium. In addition, the Declarant shall have the right to locate, relocate and maintain model dwelling or sample Units, manager's offices, sales offices and Association's offices in such Units in the Additional Real Estate as the Declarant shall designate from time to time in amendments to this Declaration recorded by the Declarant pursuant to Article XVIII of this Declaration and Section 3211 of the Act. The Declarant shall have the right to maintain sales or management offices, model or sample Units, in any and all Units on the Property. The rights reserved for the Declarant in this paragraph shall remain in effect for so long as the Declarant shall remain a Unit Owner in the Condominium, either as initially constituted or later expanded. This paragraph shall not be amended without the written consent of the Declarant.

(h) Each Unit Owner shall be entitled to the use and enjoyment of any recreational facilities later constructed and/or located on the Property. However, in addition to each Unit Owner's responsibility to share equally with all other Unit Owners in the Condominium all costs and expenses allocable to the maintenance, repair, replacement and operation of any such recreational facilities, as set forth in Articles V, XVII and XVIII of this Declaration, this right of use shall be subject to the power of the Board: (i) to charge a fee for the use of such facilities; (ii) to charge a fee for membership with respect to the use of the facilities; (iii) to establish rules and regulations regarding the use of any of the foregoing; and (iv) to allow persons who do not reside on the Property to use some or

all of the foregoing, subject to such fees, rules and regulations as the Board may establish. In the event an Owner leases his Unit, the tenant of such Unit shall be entitled to use such recreational facilities, provided however, that the tenant's right to use shall be deemed an assignment of the Owner's right to use the facilities and shall preclude the non-resident Owner from also using the facilities (unless otherwise determined by the Board). The right to use and enjoy any recreational facilities later constructed and/or located on the Property shall be subject to suspension by the Board for any period during which any assessment against a Unit remains unpaid.

(i) The Borough of Macungie, Lehigh County, Pennsylvania (but not the public in general), their respective officers, agents and employees and all police, fire and ambulance personnel in the proper performance of their respective duties shall have a perpetual non-exclusive easement to enter upon all roadways, parking areas, driveways, walkways and sidewalks for the purpose of maintaining the safety, health, welfare, police and fire protection of the citizens of said Borough; including the residents of the Condominium.

(j) The public in general shall have a perpetual non-exclusive easement for pedestrian and vehicular traffic on, over, through and across all sidewalks and roadways within the Condominium as a means of ingress, egress and regress to and from any adjoining public streets and lands.

(k) In the event that the Association, or any successor organization, shall at any time fail to maintain the roadways, parking lots, driveways and the open space portions of the Common Elements in reasonable order and condition, the Borough of Macungie shall have the rights as set forth in Section 705 of the Pennsylvania Municipalities Planning Code (53 Pa. C.S.A. §10205) regarding the power to enter the Condominium and maintain such roadways, parking lots, driveways and open space, in order to preserve the taxable values of the Condominium and to prevent it from becoming a public nuisance.

(l) All easements and rights described and mentioned in this Article XI are easements appurtenant, running with the land and the Condominium (including, without limitation, the Units and the Common [and Limited Common] Elements) and shall be in full force and effect for the life of this Declaration, as the same may be amended, and at all times shall inure to the benefit of and be binding upon the Declarant, its successors and assigns, the Association and any Unit Owner, purchaser, mortgagee, lessee and any other person having an interest in the Condominium or any Unit, Common (or Limited Common) Element or portion thereof.

ARTICLE XII.

ASSESSMENT OF TAXES

Each Unit and its proportionate undivided Percentage Interest in the Common Elements as determined by this Declaration and any amendments hereto shall be assessed and taxed as a separate parcel of real estate entirely independent of the Building or Property of which the Unit is a part, and each Unit Owner is charged with the payment of all such taxes, municipal claims and liens assessed, liened or filed against his Unit. In the event that for any year such taxes are not separately taxed to each Unit, but are taxed on the Property as a whole, then each Unit Owner shall pay a respective percentage of ownership interest in the Common elements. In such event, the Executive Board shall determine the amount due and notify each Unit Owner as to the proportionate share thereof due for each Unit.

ARTICLE XIII.

SALE OF UNITS

Any Unit Owner may, at any time, transfer all of his ownership in his Unit (which must include his undivided interest in the Common Elements) to any other person, and it shall not be necessary to secure the prior consent of the Condominium Association, the Board or any other Unit Owner. All Unit Owners shall comply with the appropriate provisions of the Act, including Section 3407 thereof, as shall apply to the sale or transfer of a Unit, however.

ARTICLE XIV.

LEASE OF UNITS

Any lease for a Unit shall be for a period of not less than six (6) months, shall be in writing and shall provide that it is subject to all provisions of this Declaration, the By-Laws of the Association and other documents referred to herein, and that any failure of the tenant to fully comply with the terms and conditions of such documents shall constitute a default under the lease. In the event a tenant of a Unit fails to comply with the provisions of this Declaration, the By-Laws or Rules and Regulations, then, in addition to all other remedies which it may have, the Association shall notify the Unit Owner of such violation(s) and demand that the same be remedied through the Unit Owner's efforts within thirty (30) days after such notice. If such violation(s) is not remedied within said thirty (30) day period, then the Unit Owner shall immediately thereafter, at his own cost and expense, institute, and diligently prosecute an

eviction action against his tenant on account of such violation(s). Such action shall not be compromised or settled without the prior written consent of the Board. In the event the Unit Owner fails to fulfill the foregoing obligation, then the Board shall have the right, but not the duty, to institute and prosecute such action as attorney-in-fact for the Unit Owner and at the Unit Owner's sole cost and expense, including all legal fees incurred. Said cost and expense shall be deemed to constitute a lien on the particular Unit involved, and collection thereof may be enforced by the Board in the same manner as the Board is entitled to enforce collection of Common Expenses. By acceptance of a deed to any Unit, each and every Unit Owner does thereby automatically and irrevocably name, constitute, appoint and confirm the Board as his attorney-in-fact for the purposes described in this Article XIV. No Unit Owner except the Association may lease less than an entire Unit, anything contained herein to the contrary notwithstanding.

ARTICLE XV.

MORTGAGES

A Unit Owner may grant a mortgage which encumbers his Unit. Whether or not they expressly so state, all mortgages and the obligations secured thereby shall be deemed to provide, generally, that the mortgage, and the rights and obligations of the parties thereto, shall be subject to the terms and conditions of the Act, this Declaration and the By-Laws of the Association shall be deemed to provide specifically, but without limitation, that the mortgagee or holder or servicer of the mortgage shall have no right (i) to participate in the adjustment of losses with insurers or in the decision as to whether or not or how to repair or restore damage or destruction of the Property; or (ii) to accelerate the mortgage debt or to have any other remedies by virtue of waste or alleged waste or other conditions occurring anywhere on the Property other than within the affected Unit, and the obligation secured be repayable, without penalty, upon the happening of any termination of the Condominium or determination not to restore or replace the affected Unit. Nothing contained in the preceding sentence (or in any other provision of this Declaration), however, shall give a Unit Owner, or any other party, priority over any rights of a mortgagee of a Unit pursuant to its mortgage in a case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or for a taking of Units and/or Common (or Limited Common) Elements. When any mortgage is delivered to a mortgagee or a holder or servicer of the mortgage, the Unit Owner shall simultaneously notify the Association of the name and address of such mortgagee or the name of the holder or servicer of such mortgage. Upon receipt of such notice, the Secretary of the Association shall instruct the insurer of the Property to add the name of the

mortgagee or the name of the holder or servicer of such mortgage to the mortgagee loss payable provision of the hazard insurance policy covering the Property and to provide such mortgagee or the holder or servicer of such mortgage with a Certificate of Insurance showing that the mortgagee's name or the name of the holder or servicer of such mortgage has been so added. The lien of any purported mortgage which does not comply with all the requirements of this Article XV shall not attach to or affect the Property or any part thereof or interest therein and shall be of no force and effect as and to the extent that it purports to relate thereto. The Secretary shall maintain a register of all such mortgages, showing the names and addresses of the mortgagees or the names and addresses of the holders or servicers thereof, and the amount secured thereby. All mortgagees shall have the rights afforded secured lenders under the Act, including, but not limited to, Sections 3312 and 3220 thereof.

ARTICLE XVI.

RESTRICTIONS

The Condominium is subject to all covenants, restrictions and easements of record and to the following restrictions:

(a) All Units, except those Units owned by the Declarant and used as sales offices, management or administrative offices or models and those Units owned by the Association and used as management or administrative offices, shall be restricted to residential use and shall be used for single family residences only. Home occupations may be carried on in such Units if such use is incidental to the Unit's primary residential use, shall have no employees and shall be approved by municipal authorities having jurisdiction over such use. For purposes of this restriction, not more than three individuals unrelated by blood or marriage shall be considered as a single family.

(b) No Unit shall be used or occupied for any unlawful purpose or in violation of any laws or for any purpose which may, in law, constitute a nuisance, public or private.

(c) There shall be no obstruction of the Common Elements nor shall anything be stored in or upon the Common Elements without the prior consent of the Board.

(d) Except for a single small non-illuminated name sign and/or address sign on the door to his Unit and on his mailbox and any professional sign permitted by any applicable zoning ordinances, no Unit Owner (other than the Declarant in connection with its marketing and sale of the Units) may erect any sign, including a "For Sale" sign, on or in or from his Unit or any Limited Common Element or Common Element (the foregoing also

being intended to prohibit the display of any sign from inside a Unit which is visible from outside a Unit or from the Common Elements), without in each instance having obtained the prior written permission of the Board.

(e) No bird, reptile or animal of any kind shall be raised, bred or kept in any Unit or anywhere else upon the Property, except that dogs, cats or other household pets of less than thirty (30) pounds are permitted in Units, not to exceed one pet per unit, provided that they are not kept, bred or maintained for any commercial purpose and are housed within the Unit. No pet shall be permitted to run loose or uncontrolled in or on the Common Elements. Pet owners shall immediately clean up any waste left by pets on the Common Elements. The tying of pets to any Common Elements or Limited Common Elements is prohibited.

(f) Outdoor parking pads, driveways and other exterior parking areas on the Property shall be used for four wheel passenger automobiles and noncommercial vans and pick-up trucks only and no recreational vehicles, vans (other than passenger vans), mobile homes, trailers, boats, or commercial trucks (including commercial pick-up trucks [defined as pick-up trucks with any lettering advertising any business]) shall be permitted to be parked on the Property except entirely within the garage of a Unit (in which case the garage door shall be kept closed except for entry and removal for garage storage).

(g) No owner or occupant of any Unit shall use or maintain any portion of the Property as a dumping ground for rubbish, trash, new or used lumber or wood, metal scrap, garbage or other waste, except that such material may be kept in a Unit or in areas of the Common (or Limited Common) Elements as shall be designated for such purpose by the Board, provided such material shall be kept in sanitary containers and in a clean and sanitary condition. Such containers shall be placed for collection only in such designated areas and only on the day such refuse material is to be collected and empty containers shall be removed promptly after collection.

(h) No exterior loudspeakers other than as may be connected in portable radios or television sets shall be permitted on any patio or balcony of any Unit without the permission of the Board.

(i) The owner of each Unit shall not cause or permit any clothing, sheets, blankets or laundry of any kind or other articles to be hung or displayed on the outside or inside of windows or placed on the outside windowsills, walls or patio or balcony of the Building or Unit or in any yard area, or other common area, and no awnings, patio or balcony enclosures, canopies, shutters or radio or television antennas or any type of

communications aerial shall be affixed or placed upon the exterior walls or roof or any part thereof without the prior consent of the Board. Unit Owners shall not have the right to paint or otherwise decorate or change the appearance of any portion of the exterior facade or trimwork of the Buildings, (including doors and windows) or the garage(s) or patio or balcony appurtenant thereto. No enclosures, extension, alterations or screening of the patio and/or balcony is permitted. Each Unit Owner is responsible to promptly report to the Board any defect or need for repairs, the responsibility for which is that of the Association.

(j) No Unit Owner or occupant shall build, plant or maintain any matter or thing upon, in, over to, under the Common Elements without the prior written consent of the Board, unless permitted by the Rules and Regulations.,

(k) No Unit Owner or occupant shall burn, chop or cut anything on, over or above the Common Elements.

(l) To the extent that equipment, facilities and fixtures, within any Unit(s) shall be connected to similar equipment, facilities or fixtures affecting or serving other Unit(s) or the Common Elements, then the use thereof by the individual Unit Owners shall be subject to this Declaration, the By-Laws and the Rules and Regulations of the Association.

(m) Nothing shall be done or kept in any Unit or in or upon the Common (or Limited Common) Elements which will increase the rates of insurance of the Buildings or the contents thereof beyond the rates normally applicable, without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit or in or upon the Common (or Limited Common) Elements which will result in the cancellation of insurance on the Buildings or the contents thereof, or which will be in violation of any law.

(n) No noxious or offensive activities shall be carried on, in or upon the Common (or Limited Common) Elements or in any Unit nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other residents in the Condominium.

(o) No immoral, improper, offensive or unlawful use shall be made of any Unit; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed.

(p) Nothing shall be done to any Unit or on or in the Common (or Limited Common) Elements which will impair the structural integrity of the Buildings or which will structurally change the Buildings. No Unit Owner (other than the Declarant)

may make any structural additions, alterations or improvements in or to his Unit or in or to the Common (or Limited Common) Elements, without the prior written consent of the Board; or impair any easement without the prior written consent of the Board. The Board shall have the obligation to answer any written request received by it from a Unit Owner for approval of a proposed structural addition, alteration or improvement to his Unit within forty-five (45) days after receipt of such request, and failure to do so within the stipulated time shall constitute a consent to the proposal. Any application to any municipal authority for a permit to make an addition, alteration or improvement in or to any Unit must be reviewed by the Board and, if approved, shall be executed by the Board, and may then be submitted by the Unit Owner. The Association by such approval, however, shall not incur any liability to a contractor, subcontractor or material man on account of such addition, alteration or improvement, or to any person having a claim for injury to person or damage to property arising therefrom. The Association may condition its approval upon delivery to the Board prior to the commencement of any work, releases of the Board and Condominium Association, and their agents, servants and employees for all claims that such person or entity or their respective agents, servants or employees may assert in connection with the work to be performed, indemnification for the Condominium Association and Board and their agents, servants and employees holding each and all of them harmless from and against any claims asserted for loss or damage to person or property, including, but not limited to, the Common Elements or other Units or Limited Common Elements appurtenant thereto, certificates or other acceptable evidence of insurance, including liability and workmen's compensation reasonably acceptable to the Board, and such other information and protection which the Board may reasonably require. The Unit Owner shall furnish the Board with a copy of any such permit which he has procured. The provisions of this subparagraph (p) shall not apply to Units owned by the Declarant unless such Units have been initially sold and conveyed by the Declarant to another Unit Owner.

(q) Draperies, blinds, curtains or other window coverings must, if at any time required by the Association, be installed by each Unit Owner on all windows of his Unit, and those portions which are visible from the outside must be maintained in said windows in accordance with the Rules and Regulations of the Association, the Association to have the power to require all such coverings to have only white linings or other white material covering the outside of the Unit.

(r) The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably intended and suited and which are incident to the use and occupancy of the Units.

(s) Each Unit Owner shall be responsible for maintaining his Unit (and any Limited Common Element appurtenant thereto) in good order and repair, at his expense.

(t) Each Unit Owner shall be responsible for the cleanliness of any Limited Common Element serving his Unit, at his expense.

(u) No Unit Owner shall permit his Unit to be used or occupied for any purpose prohibited in this Article XVI.

The Association, through its Board, shall have the power to promulgate Rules and Regulations regarding the operation, maintenance and use of the Condominium, and its Common Elements. No person shall use the Condominium Property or any portion thereof in any manner not in accordance with the Rules and Regulations that are from time to time promulgated by the Board. The Association, through its Board, shall have the right to bring law suits to enforce the Rules and Regulations so promulgated.

ARTICLE XVII.

CONVERTIBLE REAL ESTATE

(a) Declarant hereby explicitly reserves an option until the seventh (7th) anniversary of the recording of this Declaration to convert all or any portion of the Convertible Real Estate to Units, Limited Common Elements or any combination thereof from time to time in compliance with Section 3211 of the Act without the consent of any Unit Owner, the holder of any mortgage on any Unit or the Association. The option to convert may be terminated prior to such anniversary only upon the filing of an amendment to this Declaration by the Declarant. Declarant expressly reserves the right to convert any or all portions of the Convertible Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be converted, added or withdrawn; provided, however, that the Convertible Real Estate shall not exceed the area described on Exhibit "C" heretø.

(b) The Declarant makes no assurance with respect to exact location or dimensions of any Buildings that the Declarant may build or Units or Limited Common Elements that the Declarant may create within the Convertible Real Estate, except that barring such amendments to the subdivision and land use approvals for the Property as may be sought and obtained by the Declarant, Buildings and Units, to the extent they are built or created shall be located in the areas shown on the Plan and, except as otherwise stated below, all Units created shall be restricted to residential and incidental uses. In the event the

Convertible Real Estate is fully converted, the maximum number of Units in the Condominium shall be eighty-eight (88), Declarant having reserved in this Article XVII the right to create a maximum of sixty-four (64) Units on the Convertible Real Estate. The Declarant reserves the right to maintain models, sales offices and/or management offices in any Buildings or Units created in the Convertible Real Estate as the Declarant shall designate. All restrictions in this Declaration affecting use, occupancy and alienation of Units will apply to any Units created within the Convertible Real Estate, except that differentiations may be made by the Declarant as to any Units created within the Convertible Real Estate to reflect and account for considerations that are particular thereto. Declarant expressly reserves the right to create Limited Common Elements within the Convertible Real Estate and to designate Common Elements therein which may be subsequently assigned as Limited Common Elements. The Declarant makes no assurances with regard to the time at which any Units or Limited Common Elements will be created in the Convertible Real Estate, if at all. The Declarant shall not be required to create Units or Limited Common Elements within the Convertible Real Estate.

(c) Except as otherwise stated in subparagraph (b) of this Article XVII, Declarant makes no assurances as to location, size, architectural style, quality of construction or principal materials employed in the construction of any Buildings to be erected within the Convertible Real Estate. The Declarant makes no assurances as to the nature, type, size or maximum number of Limited Common Elements it may create within the Convertible Real Estate. The Declarant makes no assurances that the proportion of Limited Common Elements to Units created in the Convertible Real Estate will be approximately equal to the proportion existing in the other parts of the Condominium. Any assurances made by the Declarant in this Article XVII, including, but not limited to, those set forth in subparagraph (b) of this Article XVII, shall not apply to the Convertible Real Estate to the extent Units or Limited Common Elements are not created on the Convertible Real Estate.

(d) If any additional Units are created on the Convertible Real Estate, the Percentage Interest of each Unit in the Common Elements shall be reallocated among all existing and additional Units in the Condominium on the basis of size, in accordance with the formula set forth in Article V hereof, which recomputed Percentage Interest shall be effective as of the date on which the Declarant records the amendment to this Declaration pursuant to which any additional Units are created. Votes in the Condominium Association shall not be reallocated upon the creation of any additional Units on the Convertible Real Estate among existing and additional Units in the Condominium, there being 213 votes in the Condominium Association, such votes having been computed on the basis of all Units that Declarant has built

or has reserved to the right to build in this Declaration and each Unit in the Condominium, existing as well as additional, shall have, and continue to have, one vote in the Condominium Association. Liability for all Common Expenses assessed in the year in which any additional Units are created on the Convertible Real Estate shall be determined based upon (i) each Unit's Percentage Interest in Common Expenses before such recomputation for that portion of the year occurring before the date on which the Declarant records the amendment to this Declaration pursuant to which any additional Units are created, except for those Common Expenses for such time period allocable to the maintenance, repair, replacement and operation of any recreational and associated facilities in the Condominium, which shall be borne equally by all Units in the Condominium (regardless of Unit size or the Unit's appurtenant Percentage Interest in the Common Elements in the Condominium) prior to the date on which Declarant records the amendment to this Declaration pursuant to which any additional Units are created, and (ii) each Unit's recomputed Percentage Interest in Common Expense liability (to the extent assessed prior to such recordation) for that portion of the year occurring on and after the date on which the Declarant records the amendment to this Declaration pursuant to which any additional Units are created, again, except for those Common Expenses allocable to repair, maintenance, replacement and operation of any recreational and associated facilities contained in the Condominium allocable to that portion of the year occurring on or after the date on which the Declarant records the amendment to this Declaration pursuant to which any additional Units are created, which, again, shall be borne equally by all Units in the Condominium after the date of recordation of such amendment, regardless of Unit size or the Unit's Percentage Interest in the Common Elements of the Condominium.

(e) Except as stated in this Article XVII, there are no limitations on the option to convert Convertible Real Estate.

ARTICLE XVIII.

ADDITIONAL REAL ESTATE AND EXPANSION OF THE CONDOMINIUM

(a) Declarant hereby explicitly reserves an option until the seventh (7th) anniversary of the recording of this Declaration to expand the Condominium by adding, from time to time, all or any portion of the Additional Real Estate to the Condominium, and to create additional Units, Limited Common Elements and Common Elements thereon, in compliance with Section 3211 of the Act without the consent of any Unit Owner, the holder of any mortgage on any Unit or the Association. In connection

with the foregoing, Declarant further explicitly reserves the right to create convertible real estate within all or any portion of the Additional Real Estate added to the Condominium in accordance with Section 3211 of the Act. The option to expand may be terminated prior to such anniversary only upon the filing of an amendment to this Declaration by the Declarant. Declarant expressly reserves the right to expand the Condominium by adding any or all portions of the Additional Real Estate, and to create additional Units, Limited Common Elements and Common Elements thereon, at any time, at different times, in any order, without limitation and without any requirement that any other real estate be converted, added or withdrawn; provided, however, that the Additional Real Estate shall not exceed the area described on Exhibit "B" hereto.

(b) Barring such amendments to the subdivision and land use approvals for the Property as may be sought and obtained by the Declarant, all Units created on the Additional Real Estate shall be restricted to residential and incidental uses. In the event the entirety of the Additional Real Estate is added to the Condominium, the maximum number of Units in the Condominium (taking into account all additional Units Declarant may create on the Convertible Real Estate) shall be 213, Declarant having reserved in this Article XVIII the right to create a maximum of one hundred twenty-five (125) Units on the Additional Real Estate. The Declarant reserves the right to maintain models, sales offices and/or management offices in any Buildings or Units created in the Additional Real Estate as the Declarant shall designate. The Declarant also reserves the right to construct recreational facilities on the Additional Real Estate, as well as other improvements incidental thereto. All restrictions in this Declaration affecting use, occupancy and alienation of Units will apply to any Units created within the Additional Real Estate, except that differentiations may be made by the Declarant as to any Units created within the Additional Real Estate to reflect and account for considerations that are particular thereto. Declarant expressly reserves the right to create Limited Common Elements within the Additional Real Estate and to designate Common Elements therein which may be subsequently assigned as Limited Common Elements. The Declarant makes no assurances with regard to the time at which any Units, Limited Common Elements or Common Elements will be created in the Additional Real Estate, if at all. The Declarant shall not be required to create Units, Limited Common Elements or Common Elements within the Additional Real Estate.

(c) In the event the Additional Real Estate is added to the Condominium, Declarant makes no assurances with regard to any of the following:

- (i) The boundaries of any portion of the

Additional Real Estate or the order in which such portions may be submitted to the Act;

(ii) The types of Common Elements, Limited Common Elements and other improvements which may be created on the Additional Real Estate;

(iii) The locations of any Buildings or other improvements which may be made on the Additional Real Estate;

(iv) The size, architectural style, quality of construction or principal materials employed in the construction of any Buildings, additional Units, Limited Common Elements or Common Elements created on the Additional Real Estate;

(v) The types and sizes of Common Elements and Limited Common Elements which may be created on the Additional Real Estate, as compared to the types and sizes of Common Elements and Limited Common Elements contained in the Condominium as it presently exists;

(vi) The proportion of Limited Common Elements to Units created on the Additional Real Estate, as compared to the proportion of Limited Common Elements to Units in the Condominium as it presently exists; and

(vii) The sales price of any Unit.

(d) If any additional Units are created on the Additional Real Estate, the Percentage Interest of each Unit in the Common Elements shall be reallocated among all existing and additional Units in the Condominium on the basis of size, in accordance with the formula set forth in Article V hereof, which recomputed Percentage Interest shall be effective as of the date on which Declarant records the amendment to this Declaration pursuant to which any additional Units are created. Votes in the Condominium Association shall not be reallocated upon the creation of any additional Units in the Additional Real Estate among existing and additional Units in the Condominium, there being 213 votes in the Condominium Association, such votes having been computed on the basis of all Units that Declarant has built or has reserved to the right to build in this Declaration and each Unit in the Condominium, existing as well as additional, shall have, and continue to have, one vote in the Condominium Association. Liability for all Common Expenses assessed in the year in which any additional Units are created in the Additional Real Estate shall be determined based upon (i) each Unit's Percentage Interest in Common Expenses before such recomputation for that portion of the year occurring before the date on which the Declarant records the amendment to this Declaration pursuant to which any additional Units are created, except for those Common Expenses for such time period allocable to the

maintenance, repair, replacement and operation of any recreational and associated facilities in the Condominium, which shall be borne equally by all Units in the Condominium (regardless of Unit size or the Unit's appurtenant Percentage Interest in the Common Elements in the Condominium) prior to the date on which Declarant records the amendment to this Declaration pursuant to which any additional Units are created, and (ii) each Unit's recomputed Percentage Interest in Common Expense liability (to the extent assessed prior to such recordation) for that portion of the year occurring on and after the date on which the Declarant records the amendment to this Declaration pursuant to which any additional Units are created, again, except for those Common Expenses allocable to repair, maintenance, replacement and operation of any recreational and associated facilities contained in the Condominium allocable to that portion of the year occurring on or after the date on which the Declarant records the amendment to this Declaration pursuant to which any additional Units are created, which, again, shall be borne equally by all Units in the Condominium after the date of recordation of such amendment, regardless of Unit size or the Unit's Percentage Interest in the Common Elements of the Condominium.

(e) Until such time as the Declarant adds that portion of the Additional Real Estate more particularly described in Exhibit "G" attached hereto, and in the event such portion of the Additional Real Estate is not added to the Condominium, all Unit Owners and other lawful residents of the Condominium shall have the right, privilege and easement to the use and enjoyment of any recreational facilities as shall be constructed upon that portion of the Additional Real Estate described in Exhibit "G", Declarant having posted a bond with Macungie Borough for purposes of insuring that, among other things, a pool, a club house, and two tennis courts will be constructed on that portion of the Additional Real Estate described in Exhibit "G". In addition, all Unit Owners and other lawful residents of the Condominium shall have an easement upon, over and through that portion of the Additional Real Estate described in Exhibit "G" as shall be designated by the Declarant (or any other owner of such portion of such Additional Real Estate) for purposes of gaining access to such recreational facilities, such easement to include the right to utilize the roadways and parking areas therein contained. Such right, privilege and easement shall be subject to any reasonable Rules and Regulations and reasonable user fees as the Declarant (or any other owner of such portion of such Additional Real Estate) may establish from time to time. The Declarant (or any other owner of such portion of such Additional Real Estate described in Exhibit "G") shall not be liable for, and the Unit Owners and all other lawful residents of the Condominium shall save harmless, release, protect and indemnify the Declarant (or any other owner of such portion of such Additional Real Estate) from and against any and all losses, damages, claims, suits and

actions, judgments and costs (including attorneys' fees) which may arise or grow out of any injury to or death of persons or damage to property, arising out of or attributable to the acts or omissions of, of use by, the Unit Owners or lawful residents of the Condominium on that portion of the Additional Real Estate described in Exhibit "G", including, but not limited to, any recreational facilities as may be constructed thereon.

(f) Any assurances made by the Declarant in subparagraph (b) of this Article XVIII shall not apply to the Additional Real Estate to the extent that the Additional Real Estate is not added to the Condominium.

(g) Except as stated in this Article XVIII, there are no limitations on the option to expand the Condominium.

ARTICLE XIX.

LIMITATION OF LIABILITY

Except as otherwise provided in the Act, the Board and its members and the officers of the Association, in their respective capacities as such:

(a) Shall not be liable for the failure of any service to be obtained or paid for by the Association, or for injury or damage to person or property caused by the elements or by another Unit Owner or person on the Property, or resulting from electricity, gas, steam, water, rain, dust, sand or sewage which may leak or flow from the outside or any part of any Building, or from any of its pipes, drains, conduits, appliances or equipment, or from any other place, unless caused by the willful misconduct or gross negligence of the Association or the Board;

(b) Shall not be liable to the Unit Owners as a result of the performance of their duties for any mistake of judgment, negligence or otherwise, except for acts or omissions constituting willful misconduct or gross negligence;

(c) Shall have no personal liability in contract to a Unit Owner or any other person under any agreement, undertaking, contract, deed, lease, mortgage, instrument or transaction entered into by any of them on behalf of the Association in the performance of their respective duties;

(d) Shall not be liable to a Unit Owner or a tenant of a Unit, or their respective family members, guests, tenants, employees, agents, licensees or invitees, for loss or damage caused by theft of or damage to personal property left in a Unit, or in or on the Common Elements or Limited Common Elements,

except for acts or omissions constituting willful misconduct or gross negligence;

(e) Shall have no personal liability in tort to a Unit Owner or any other person, direct or imputed, by virtue of acts performed by or for them, except for acts or omissions constituting willful misconduct or gross negligence in the performance of their duties; and

(f) Shall have no personal liability arising out of the use, misuse or condition of any Building, or which might in any other way be assessed against or imputed to the Board members or officers of the Association as a result of or by virtue of the performance of their respective duties, except for acts or omissions constituting willful misconduct or gross negligence.

Each member of the Board or officer of the Association, in his or her respective capacity as such, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him or her in connection with any proceeding in which he or she may become involved by reason of his or her being or having been a member of the Board and/or an officer of the Association, or any settlement of any such proceeding, whether or not he or she is a member of the Board and/or an officer of the Association, at the time such expenses are incurred, except in the event that such member of the Board and/or officer of the Association is adjudged guilty in the course of such proceeding (all available appeals having been exhausted) of willful misconduct or gross negligence in the performance of his or her duties; provided that, in the event of a settlement, this indemnification shall apply only if and when the Board (with the affected member abstaining if he or she is then a Board member) approves such settlement and reimbursement as being in the best interests of the Association. The indemnification by the Association as set forth herein shall constitute a Common Expense. Such right of indemnification shall not be deemed exclusive of any other rights to which such member of the Board and/or officer of the Association may be entitled as a matter of law, by agreement, by vote of the Unit Owners or otherwise.

Each Unit Owner shall be jointly and severally liable with any tenant or subtenant of the Unit owned by such Unit Owner for all liabilities arising out of the ownership, occupancy, use, misuse or condition of such Unit or any portion of the Common Elements or Limited Common Elements.

Complaints brought against the Board or any member thereof, or against the Association or any member, officer, employee or agent thereof, in their respective capacities as such, or the Condominium as a whole, shall be directed to the Board, which shall promptly give written notice thereof to the

Unit Owners, and such complaints shall be defended by the Board. The Unit Owners shall have no right to participate other than through the Board in such defense. Complaints of a nature specified in the last paragraph of this Article XIX against one or more but less than all Unit Owners or Units shall be defended by such Unit Owners who are defendants themselves and such Unit Owners shall promptly give written notice to the Board of the institution of any such suit.

If any action is brought by one or more but less than all Unit Owners on behalf of all Unit Owners and recovery is had, the plaintiff's expenses, including reasonable attorneys' fees, shall be a Common Expense, but only to the extent that such expenses are less than the amount recovered on behalf of the Association. If, however, such action is brought against the Board or any member thereof, or against the Association or any member, officer, employee or agent thereof, in their respective capacities as such, with the result that the ultimate liability asserted would, if provided, be borne by all Unit Owners, the plaintiff's expenses, including attorneys' fees, shall not be charged to or borne by the other Unit Owners as a Common Expense or otherwise.

ARTICLE XX.

NO PARTITION

Subject to the provisions of this Declaration and the By-Laws and the Condominium Act, the Common Elements shall remain undivided and no Unit Owner(s) shall bring any action for partition or division thereof. In addition, the undivided percentage interest in the Common Elements shall not be separated from the Unit to which it appertains and shall be deemed conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

ARTICLE XXI.

COMPLIANCE BY OWNERS; ENFORCEMENT

Each Owner or occupant of the Unit shall comply with, and shall assume ownership or occupancy subject to laws, rules and regulations of governmental authorities having jurisdiction over the Condominium, the provisions of this Declaration, the Articles of Incorporation, By-Laws and Rules and Regulations of the Association, and any other documents, amendments or supplements to the foregoing. Failure to comply with any of the foregoing shall be grounds for commencement of an action for the recovery of damages, or for injunctive relief, or both, by the Declarant, the Association, or any Unit Owner, in any court or

administrative tribunal having jurisdiction, against any person or persons, firm or corporation violating or attempting to violate or circumvent any of the aforesaid, or against any Unit Owner to enforce any lien created by this Declaration or any covenant contained herein. Failure by the Declarant, the Association or any Unit Owner to enforce any covenant herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to thereafter enforce the same.

ARTICLE XXII.

RATIFICATION, CONFIRMATION AND APPROVAL OF AGREEMENT

The fact that some or all of the officers, directors, members or employees of the Association and the Declarant may be identical, and the fact that the Declarant or its nominees, have theretofore or may hereafter enter into agreements with the Association or with third parties, will not invalidate any such agreements and the Association and its members, from time to time, will be obligated to abide by and comply with the terms and conditions thereof, provided that same are reasonable by normal commercial standards and will not be binding upon the Association for more than ninety (90) days after the Declarant is no longer in control of the Association. The purchase of a Unit, and the acceptance of the deed therefor by any party, shall constitute the ratification, confirmation and approval by such purchaser, his heirs, legal representatives, successors and assigns, of the property and legality of said agreements or said agreement, or any other agreements authorized and permitted by the Condominium Act, this Declaration or the By-Laws of the Association.

ARTICLE XXIII.

ADDITIONAL RIGHTS OF DECLARANT

The Declarant shall have the absolute right to retain and to lease any unsold Units for such term or terms as Declarant in its sole discretion shall determine. The Declarant shall also have the absolute right to sell any number of Units in blocks to investors at such prices and upon such terms as Declarant in its sole discretion shall determine.

ARTICLE XXIV.

PROTECTIVE PROVISIONS FOR THE BENEFIT OF INSTITUTIONAL LENDERS

The following shall apply with respect to each Institutional Lender:

(a) The prior written approval of at least two-thirds in interest of each Institutional Lender who requests notice thereof is required for the abandonment or termination of the Condominium, except for abandonment or termination provided by law in the case of taking, by condemnation or eminent domain.

(b) The prior written approval of at least 51% in interest of each Institutional Lender who requests notice thereof is required for any material amendment to the Declarant or to the By-Laws or Articles of Incorporation, which adversely affects the priority of lien or value of the security encumbered by a first mortgage held by it, including, but not limited to, any amendment which would change and any of the following, except for such amendments as may be otherwise specifically permitted pursuant to this Declaration:

- (i) Voting;
- (ii) Assessments, assessment liens or subordination of such liens;
- (iii) Reserves for maintenance, repair and replacement of the Common Elements (or Units if applicable);
- (iv) Insurance or fidelity bonds;
- (v) Responsibility for maintenance and repair of the Common Elements of the Condominium;
- (vi) Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium, except as otherwise specifically permitted pursuant to this Declaration;
- (vii) Boundaries of any Unit;
- (viii) The interests in the Common Elements;
- (ix) Convertibility of Units into Common Elements or of Common Elements into Units;
- (x) Leasing of Units;
- (xi) The effectuation of any decision of the Association to terminate professional management and establish self-management when professional management had previously been required;
- (xii) Imposition of any right of first refusal or similar restriction on the rights of a Unit Owner to sell, transfer or otherwise convey his Unit;

(xiii) Restoration or repair of the Condominium (after a hazard, damage or partial condemnation (in a manner other than as specified in the Act, this Declaration or the By-Laws;

(xiv) Any action to terminate the legal status of the Project after substantial destruction or condemnation occurs; and

(xv) Any provisions which are for the express benefit of mortgage holders, eligible mortgage holders or eligible insurers or guarantors of first mortgages on Units.

(c) Any lien the Association may have on any Unit in the Condominium for the payment of Common Expense assessments attributable to such Unit is subordinate to the lien or equivalent security interest of any permitted first mortgage on the Unit recorded prior to the date any such Common Expense assessments become due.

(d) Any Institutional Lender shall upon request have the right to (i) inspect the books and records of the Association during normal business hours; (ii) receive an annual financial statement of the Association within ninety (90) days following the end of any fiscal year of the Association; (iii) receive written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings; and (iv) receive written notice of any default in the payment of any Common Expense assessment installments which is more than sixty (60) days in arrears.

(e) In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, any Institutional Lender which may be affected shall be entitled to timely written notice from the Association of any such damage or destruction. No Unit Owner or other party shall have priority over such Institutional Lender with respect to the distribution of any insurance proceeds allocable to such Unit(s).

(f) If any Unit or portion thereof, or the Common Elements or any portion thereof is made the subject of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then every Institutional Lender holding a first mortgage on a Unit so affected is entitled to timely written notice from the Association of any such proceeding or proposed acquisition and no Unit Owner or other party shall have priority over such Institutional Lender with respect to the distribution of the proceeds of any award or settlement allocable to such Unit(s).

(g) Any Institutional Lender who obtains title to a Unit as a result of foreclosure of the first mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser of a Unit in such a foreclosure sale, or their respective successors and assigns, shall not be liable for the share of Common Expenses or other assessments by the Association pertaining to such Unit or chargeable to the former Unit Owner which became due prior to such acquisition of title. Such unpaid share of Common Expenses and other assessments shall be deemed to be Common Expenses collectible from all of the remaining Unit Owners including such acquirer, his successors and assigns.

(h) Any management agreement for the Condominium will be terminable by the Association for cause upon ninety (90) days' prior written notice thereof, and the term of such agreement shall not exceed one year. Further, any management agreement for the Condominium entered into during the time period of Declarant control of the Association will be terminable by the Association at any time after the period of Declarant control of the Association ends without cause upon ninety (90) days' prior written notice thereof.

(i) Notwithstanding the absence of any express provision to such effect in the mortgage instrument, in the event that there is any default in the payment of any installment of a Common Expense assessment with respect to any Unit, either regular or special, any Institutional Lender holding a Mortgage which encumbers such Unit shall be entitled to declare such mortgage in default in the same manner that is permitted by such mortgage with respect to any default in the payment of real estate taxes.

Notwithstanding the foregoing, an Institutional Lender who receives a written request for approval pursuant to this Article XXIV and does not deliver or mail to the requesting party a negative response within thirty (30) days after the making of such request shall be deemed to have approved such request.

The provisions of this Article XXIV are intended for the express benefit of Institutional Lenders only, as defined in Article II(n) hereof, and no mortgagee, holder or servicer of a mortgage other than an Institutional Lender, as defined in Article II(n), shall have any rights under this Article XXIV.

ARTICLE XXV.

PROVISIONS FOR THE BENEFIT OF MACUNGIE BOROUGH

The Condominium Association, in addition to (and not in limitation of) its other obligations under this Declaration, the By-Laws or the Act, shall at all times be responsible for the

maintenance and repair of all streets and roadways, curbing, sidewalks, stormwater management facilities (including any detention pond), street lighting and recreational facilities now or at any time located on the Property, as well as for the maintenance and repair of (i) the "Access Road" serving the Condominium (even though not contained within the Property forming a part of the Condominium) such "Access Road" being shown by black striping on the land sketch attached hereto as Exhibit "H", and (ii) that portion of Brookfield Drive from Village Walk Drive to the Property, such portion of Brookfield Drive being also shown by black striping on the land sketch attached hereto as Exhibit "H", such portion of Brookfield Drive (even though not contained within the Property forming a part of the Condominium) also serving the Condominium. The maintenance obligations of the Condominium shall include, but not be limited to, snow removal from all streets and roadways forming a part of the Property, as well as from the "Access Road" and that portion of Brookfield Drive from Village Walk Drive to the Property. Expenses incurred for the maintenance, care, upkeep, repair, replacement and operation of any or all of the foregoing shall be a Common Expense for which all Unit Owners shall be liable as set forth in this Declaration and it shall be an affirmative and perpetual obligation of the Board to include within its Common Expense assessments an amount at least sufficient to satisfy the obligations of the Condominium Association under this Article XXV. Macungie Borough shall be a third party beneficiary of the provisions of this Article XXV, and under no circumstances shall Macungie Borough at any time be responsible for the maintenance or repair of any of the improvements, systems or facilities required to be maintained by the Condominium Association under the provision of this Article XXV. The provisions of this Article XXV, constituting a part of the development approval issued by Macungie Borough with respect to the Property, may not be amended without the written consent of Macungie Borough. The provisions of this Article XXV shall at all time take precedence over and supersede any inconsistent provisions contained elsewhere in this Declaration, the By-Laws or the Act.

ARTICLE XXVI.

SPECIAL DECLARANT RIGHTS

(a) No special rights created or reserved to the Declarant under this Declaration ("Special Declaration Rights" such "Special Declaration Rights", including, but not being limited to, those "special declared rights" set forth and defined in Section 3103 of the Act) may be transferred except by an instrument evidencing the transfer recorded in the Office of the Recorder of Deeds for Lehigh County, Pennsylvania. The instrument shall not be effective unless executed by the transferee.

(b) Upon transfer of any such Special Declarant Rights, the liability of the transferrer is as follows:

(i) A transferrer is not relieved of any obligations or liability arising before the transfer and remains liable for warranty obligations imposed upon him; and

(ii) A transferrer who retains no such Special Declarant Rights has no liability for any act or omission or any breach of a contractual or warranty obligation arising from the exercise of any such Special Declarant Right by a successor Declarant who is not an affiliate of the transferrer.

(c) Unless otherwise provided in a mortgage instrument or deed of trust, in case of foreclosure of a mortgage, sale by a trustee under a deed of trust or sale under bankruptcy law or receivership proceedings, of any Units owned by Declarant in the Condominium, a person or entity acquiring title to all the Units being foreclosed or sold, but only upon his request, succeeds to all such Special Declarant Rights, or only to any such Special Declarant Rights to maintain models, sales offices and signs. The judgment or instrument conveying title shall provide for transfer of only the Special Declarant Rights requested.

(d) Upon foreclosure, sale by a trustee under a deed of trust or sale under the bankruptcy laws or receivership proceedings, of all Units in the Condominium owned by Declarant:

(i) The Declarant ceases to have any such Special Declarant Rights; and

(ii) Any rights of Declarant control terminate unless the judgment or instrument conveying title provides for transfer of all such Special Declarant Rights to a successor to Declarant.

(e) The liabilities and obligations of persons or entities who succeed to all Special Declarant Rights are as follows:

(i) A successor to all Special Declarant Rights who is an affiliate of the Declarant is subject to all obligations and liabilities imposed on any Declarant by law or by this Declaration;

(ii) A successor to all Special Declarant Rights, other than a successor described in paragraphs 3 or 4 hereof who is not an affiliate or Declarant, is subject to all obligations and liabilities imposed upon the Declarant by law or this Declaration, but he is not subject to liability for misrepresentations or warranty obligations on improvements made by

any previous Declarant or predecessor in title, or for a breach of fiduciary obligation by any previous Declarant;

(iii) A successor to the sole Special Declarant Rights to maintain models, sales offices and signs, if he is not an affiliate of Declarant, may not exercise any other Special Declarant Right, but is not subject to any liability or obligation as a Declarant; and

(iv) A successor to all Special Declarant Rights, who is not an affiliate of Declarant and who succeeded to those rights pursuant to a deed in lieu of foreclosure or a judgment or instrument conveying title to Units under subparagraph (c) aforesaid, may declare his intention in a recorded instrument to hold those rights solely for transfer to another party. Thereafter, until transferring all such Special Declarant Rights to any person acquiring title to any Unit owned by the successor, or until recording an instrument permitting exercise of all those rights, that successor may not exercise any of those rights other than right to control the Board for the duration of any period of Declarant control, and any attempted exercise of those rights is void. So long as a successor Declarant may not exercise special rights under this subparagraph he is not subject to any liability or obligation as a Declarant other than liability for the successors acts and omissions under this Declaration.

(f) Nothing in this Article XXVI shall be deemed to subject any successor to a Special Declarant Right to any claims against or other obligations of a transferrer other than claims and obligations arising under this Declaration.

ARTICLE XXVII.

CHANGES IN DOCUMENTS BY DECLARANT: POWER OF ATTORNEY

Prior to the conveyance of the first Unit in the Condominium, the Declarant may freely change, modify, amend or supplement this Declaration, the Articles of Incorporation and/or the By-Laws.

After the conveyance of the first Unit in the Condominium, the administration of the Common Elements of the Condominium and other common facilities shall be by the Association in accordance with the provisions of the Condominium Act, this Declaration, the Articles of Incorporation, the By-Laws, the Rules and Regulations and of any other agreements, documents, changes, modifications, amendments or supplements to the foregoing which may be duly adopted.

By acceptance of a deed to any Unit or by the acceptance of any other legal or equitable interest in this Condominium, each and every such contract purchaser, Unit Owner, mortgagee or other lien holder or party having a legal or equitable interest in the Condominium does automatically and irrevocably name, constitute, appoint and confirm Declarant, its successors and assigns, as attorney-in-fact for the purpose of executing an amendment(s) or supplement(s) to this Declaration and/or other instrument(s) necessary to add all or any portion of the Additional Real Estate, and to create additional Units, Common Elements and Limited Common Elements thereon and on the Convertible Real Estate as per the reservations of Declarant rights hereinbefore set forth in Articles XVII and XVIII of this Declaration.

The powers of attorney aforesaid are expressly declared and acknowledged to be coupled with an interest in the subject matter hereof and the same shall run with the title to any and all Units and be binding upon the heirs, personal representatives, successors and assigns of any of the foregoing parties. Further, said powers of attorney shall not be affected by the death or disability of any principal and are intended to deliver all right, title and interest of the principal in and to said powers. Further, if and to the extent requested by Declarant, said powers of attorney shall be expressly declared and acknowledged in every deed from Declarant to a Unit Owner for a Unit in the Condominium.

Each such amendment, supplement or instrument shall be effective upon its recording.

ARTICLE XXVIII.

AMENDMENT OF DECLARATION

Except as otherwise provided in this Declaration (including this Article XXVIII) or in the Act, this Declaration may be amended at any time after the date hereof by a vote of Unit Owners, including Declarant, holding 67% of the votes in the Association at any meeting of the Association duly held in accordance with the provisions of the By-Laws provided, however, that any amendment so requiring such approval under the provisions of Article XXIV hereof, shall also have the prior written approval of the required number of Institutional Lenders. This Article is by way of supplement to and not in derogation of the powers of amendment reserved to the Declarant pursuant to Article XXVII hereof. In the alternative, an amendment may be made by an agreement, signed and acknowledged by Unit Owners, including Declarant, in the manner required for the execution of a deed, and such amendment shall be effective when recorded.

Notwithstanding anything herein to the contrary, the easements established in Article XI may only be modified or extinguished by the vote or consent of all Unit Owners in number and in interest, and with the consent of all other persons or entities in whose favor the easement was established. The restrictions set forth in Article XXIV of this Declaration may be amended only as provided for in Article XXIV. The rights and powers set forth and granted Declarant in Article XXVII (and, by implication, Articles XVII and XVIII) of this Declaration may only be modified or extinguished with the written consent of Declarant. If and to the extent not otherwise provided for in this second paragraph of this Article XXVIII, and except as otherwise required by the Act, any special rights created or reserved to the Declarant in this Declaration may only be modified or extinguished by way of amendment to this Declaration (or to the By-Laws) with the written consent of the Declarant. Except as otherwise permitted by the Act and provided for in this Declaration (particularly with respect to Additional Real Estate and Convertible Real Estate and in the case of the subdivision of Units) no amendment may increase the number of Units or change the boundaries of any Unit, the Common Element interest, Common Expense liability or voting strength in the Condominium Association, or the uses to which any Unit is restricted without the consent of all Unit Owners in number and interest. The provisions of Article XXV may be amended only as provided for in Article XXV. The provisions of Article XXIX may be amended only with the consent of all Unit Owners in number and interest.

Notwithstanding any other provision of this Declaration, or the By-Laws, if any amendment or supplement to this Declaration, the By-Laws or the Condominium Plans is necessary in the judgment of the Board to change, correct or supplement anything appearing or failing to appear therein which is incorrect, defective or inconsistent with anything in either this Declaration, the By-Laws, the Condominium Plans or the Act, or if such amendment or supplement is necessary to conform to the requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development or the Veterans' Administration with respect to condominium projects, the Board may, at any time and from time to time, effect an appropriate corrective amendment or supplement on behalf of and without the approval of the contract purchasers, Unit Owners, mortgagees or other lien holders or other parties claiming a legal or equitable interest in the Condominium, upon receipt by the Board of an opinion from independent counsel to the effect that the proposed amendment or supplement is permitted by the terms of this paragraph, together with a like opinion from an independent registered architect or licensed professional engineer, in the case of an amendment to the Plan. Each amendment shall be effective upon the recording of an appropriate instrument setting forth the amendment and its due adoption,

such instrument to be executed and acknowledged by one or more officers of the Association.

ARTICLE XXIX.

TERMINATION

The Condominium may be terminated in accordance with Section 3220 of the Act only by the filing of a Deed of Revocation executed by all Unit Owners, including the Declarant if the Declarant owns any Units, and the holders of all mortgages affecting each Unit. Upon recordation of such Deed of Revocation, the Unit Owners, as of the date of recording such Deed, shall become tenants-in-common of the Property unless otherwise allowed in Section 3220 of the Act and provided for in the Deed of Revocation. Each such Unit Owner shall thereafter be the owner of an undivided interest in the Property equal to the percentage of his individual interest in the Common Elements, and each mortgagee and lienor of a former Unit Owner shall have a mortgage and lien solely and exclusively upon the respective interest of such tenant-in-common of the Property after the termination.

ARTICLE XXX.

MISCELLANEOUS

(a) Nothing contained in this Declaration shall be construed so as to preclude the Association from employing a professional manager or managing agent to oversee the daily operation of the Condominium and to assist the Board in the performance of any of its duties in accordance with the provisions of the Act, this Declaration, the By-Laws and the Rules and Regulations.

(b) No provision contained in this 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.

(c) Neither the granting of easements by the Declarant or Association for developmental or other public purposes, nor the dedication or conveyance of title by the Declarant or Association of any utility or other system or facility serving the Property to any public or private utility company or municipality, as specifically authorized in Article XI(f) of this Declaration, shall require the approval of any Institutional Lender, the provisions, if any, of Article XXIV notwithstanding.

(d) The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

(e) The invalidity of any provisions of this Declaration or the By-Laws of the Association shall not be deemed to impair or affect in any manner the validity, enforceability or affect the remainder of this Declaration or the By-Laws and in such event all of the other provisions of this Declaration and said By-Laws shall continue in full force and as if such invalid provisions had never been included.

(f) In the event of a conflict of interpretation between the provisions set forth in the By-Laws and this Declaration, this Declaration shall govern except to the extent this Declaration is inconsistent with the Act.

(g) If and to the extent this Declaration, the By-Laws or Rules and Regulations of the Association are silent on any matter pertaining to the Condominium, this to include any silence occurring through invalidity, the provisions of the Act shall be applicable thereto.

(h) References in any Exhibits to this Declaration to "Brookside Heights" shall mean "The Ridings At Brookside".

ARTICLE XXXI.

EXHIBITS

Attached hereto and made a part hereof are the following Exhibits:

- Exhibit "A" - Metes and Bounds Description of 10.0169± Acre Tract of Land Initially Submitted to Declaration of Condominium
- Exhibit "B" - Metes and Bounds Description of Additional Real Estate
- Exhibit "C" - Metes and Bounds Description of Convertible Real Estate
- Exhibit "D" - (Initial) Percentage Interest Schedule
- Exhibit "E" - Condominium Plans
- Exhibit "F" - List of Recorded Easements

- Exhibit "G" - Metes and Bounds Description of That Portion of Additional Real Estate In Which Unit Owner's Will Have Usage Rights to the Extent That Recreational Facilities are Constructed Thereon, As Per Article XVIII (e)
- Exhibit "H" - Sketch Plan Showing Access Road And That Portion of Brookfield Drive From Village Walk Drive To The Condominium, As Per Article XXV

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Declarant has caused this instrument to be executed on this 9th day of April, 1980 by its General Partners.

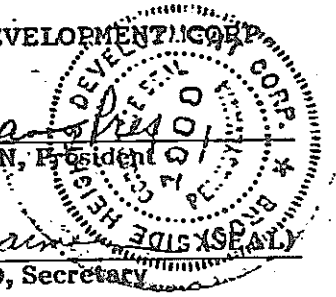
BROOKSIDE PARTNERS

Acting By and Through
Its General Partners

BROOKSIDE HEIGHTS DEVELOPMENT CORP.

BY: Jerrold H. Berman
JERROLD H. BERMAN, President

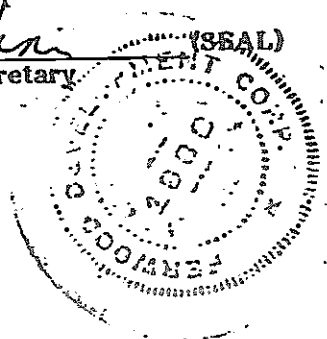
ATTEST: Albert J. Marmero
ALBERT J. MARMERO, Secretary



FERNWOOD DEVELOPMENT CORP.

BY: Ralph R. Pisani
RALPH R. PISANI, President

ATTEST: Barbara H. Pisani
BARBARA H. PISANI, Secretary



COMMONWEALTH OF PENNSYLVANIA

COUNTY OF LEHIGH

SS:

On this, the 9th day of April, 1990, before me a notary public the undersigned officer, personally appeared Ralph H. Pisan, who acknowledged himself to be the President of Fernwood Development Corporation, a Pennsylvania corporation, a General Partner of Brookside Partners, and that as such officer, being authorized to do so, executed the within instrument for the purposes therein contained by signing the name of the corporation as such officer.

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

Notary Public

NOTARIAL SEAL #0
MICHAEL S. SAUER, NOTARY PUBLIC
PHILADELPHIA, PHILADELPHIA COUNTY
MY COMMISSION EXPIRES JAN. 18, 1992

Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF LEHIGH

SS:

On this, the 9th day of April, 1990, before me a notary public the undersigned officer, personally appeared James H. Sauer, who acknowledged himself to be the President of Brookside Heights Development Corporation, a Pennsylvania corporation, a General Partner of Brookside Partners, and that as such officer, being authorized to do so, executed the within instrument for the purposes therein contained by signing the name of the corporation as such officer.

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

Notary Public

NOTARIAL SEAL #0
MICHAEL S. SAUER, NOTARY PUBLIC
PHILADELPHIA, PHILADELPHIA COUNTY
MY COMMISSION EXPIRES JAN. 18, 1992

Member, Pennsylvania Association of Notaries

CONSENT OF MORTGAGEE

WHEREAS, Meridian Bank ("Mortgagee") is the holder of a certain mortgage recorded June 13, 1989, in Mortgage Book Volume 1565, page 797 et seq, which Mortgage is a lien upon that certain premises which is described in Declaration of Condominium for the Ridings at Bookside ("Declaration"), to which this Consent of Mortgagee is attached, and together with all improvements.

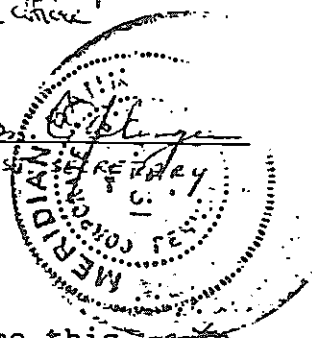
NOW, THEREFORE, for good and valuable consideration, and intending to be legally bound hereby, Mortgagee agrees and declares as follows:

1. Mortgagee does hereby consent to the recordation of the Declaration of Condominium for the Ridings at Brookside and to all of the provisions, terms and conditions therein contained and to all amendments thereto which premises is covered by said mortgage.

IN WITNESS WHEREOF, the Mortgagee has executed this Consent this 16th day of April, 1990.

By: [Signature]
Title Banking Officer

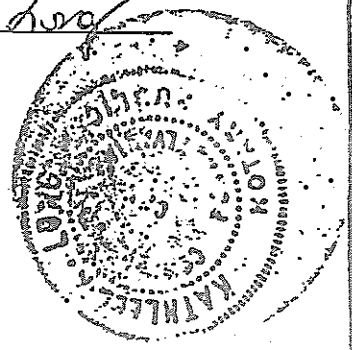
Attest: [Signature]
Title ASSISTANT SECRETARY



STATE OF PENNSYLVANIA :
COUNTY OF Lehigh :

The foregoing instrument was acknowledged before me this 16th day of April, 1990, by Stephen Winkler, as Banking Officer of Meridian Bank, a national banking association, on behalf of said association.

Kathleen A Long
Notary Public
(Notarial Seal)



My Commission Expires:

NOTARIAL SEAL
KATHLEEN A. LONG, NOTARY PUBLIC
ALLENTOWN, LEHIGH COUNTY
MY COMMISSION EXPIRES FEB 22, 1993

Member, Pennsylvania Association of Notaries

V0522 P0932

CONSENT OF MORTGAGEE

WHEREAS, Hornstein Enterprises, Inc. ("Mortgagee") is the holder of a certain mortgage recorded June 13, 1989, in Mortgage Book Volume 1565, page 828 et seq, which Mortgage is a lien upon that certain premises which is described in Declaration of Condominium for the Ridings at Bookside ("Declaration"), to which this Consent of Mortgagee is attached, and together with all improvements.

NOW, THEREFORE, for good and valuable consideration, and intending to be legally bound hereby, Mortgagee agrees and declares as follows:

1. Mortgagee does hereby consent to the recordation of the Declaration of Condominium for the Ridings at Brookside and to all of the provisions, terms and conditions therein contained and to all amendments thereto which premises is covered by said mortgage.

IN WITNESS WHEREOF, the Mortgagee has executed this Consent this 5th day of APRIL, 1990.

By: [Signature], Pres.
Title

Attest: [Signature], Secy
Title

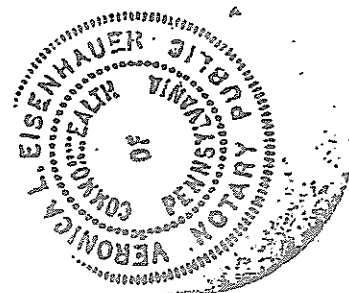
STATE OF PENNSYLVANIA :
:
COUNTY OF LEHIGH :

The foregoing instrument was acknowledged before me this 5th day of April, 1990, by Alex S. Hornstein, as President of Hornstein Enterprises, Inc., a ~~not a corporation~~ Pennsylvania corporation, on behalf of said corporation.

Veronica L. Eisenhower
Notary Public
(Notarial Seal)

My Commission Expires:

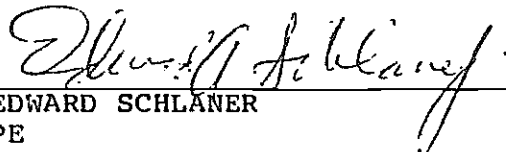
NOTARIAL SEAL
VERONICA L. EISENHAUER, Notary Public
Allentown, Lehigh County, Pa.
My Commission Expires Sept. 23, 1993




V0622 P0933

CERTIFICATE OF COMPLETION

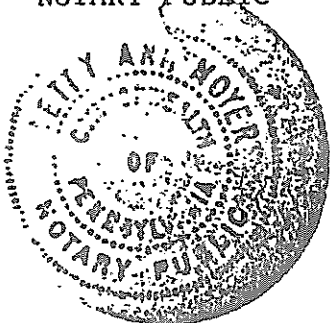
I, EDWARD SCHLANER, Registered Pennsylvania Engineer, licensed in the Commonwealth of Pennsylvania, hereby certify that all structural components and mechanical systems for units HH-102, HH-104, HH-106, HH-108, HH-110, HH-112, HH-114 and HH-116 of the Ridings At Brookside Condominiums as shown on the Plan entitled "Ridings At Brookside Condominium" prepared by GJK Associates, dated August 4, 1989, are completed in accordance with the plans. This Certificate of Completion is being executed pursuant to Section 3201 (b) of the Uniform Condominium Act for the purpose of facilitating the recording of the Declaration of Condominium and the Plans.


EDWARD SCHLANER
PE

Subscribed and sworn to before me this 30th of March, 1990.


NOTARY PUBLIC

Notary Seal
Betty Ann Moyer, Notary Public
Allentown, Lehigh County
My Commission Expires Jan. 24, 1994
Member, Pennsylvania Association of Notaries



VOG22 PU934

CERTIFICATE OF COMPLETION

UNDER UNIFORM CONDOMINIUM ACT SECTION 3201 (c)

I, EDWARD SCHLANER, Registered Pennsylvania Engineer, licensed in the Commonwealth of Pennsylvania, hereby certify that the following units of the Ridings At Brookside Condominiums, all as shown on the plans entitled Ridings At Brookside Condominium, prepared by GJK Associates, are substantially completed as of the date of this Certification:

Unit Nos. HH-102, HH-104, HH-106, HH-108, HH-110, HH-112, HH-114 and HH-116.

This Certificate of Substantial Completion is being issued pursuant to Section 3201 (c) of the Uniform Condominium Act for the purpose of facilitating the conveyance of the Condominium Units.

BY: *Edward A. Schlauer*
EDWARD SCHLANER, P.E.

Dated 3/30/90

Subscribed and sworn to before me this 30th day of March 1990.

Betty Ann Meyer
NOTARY PUBLIC

Notarial Seal
Betty Ann Meyer, Notary Public
Allentown, Lehigh County
My Commission Expires Jan. 24, 1994
Member, Pennsylvania Association of Notaries

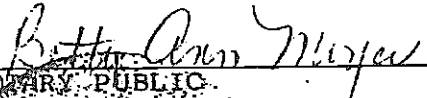
V0622 P0935

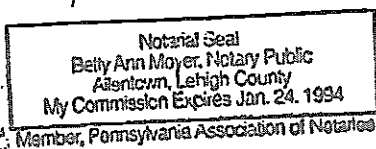
CERTIFICATE OF COMPLETION

I, EDWARD SCHLANER, Registered Pennsylvania Engineer, licensed in the Commonwealth of Pennsylvania, hereby certify that all structural components and mechanical systems for units R-302, R-304, R-306, R-308, R-310, and R-312 of the Ridings At Brookside Condominiums as shown on the Plan entitled "Ridings At Brookside Condominium" prepared by GJK Associates, dated August 4, 1989, are completed in accordance with the plans. This Certificate of Completion is being executed pursuant to Section 3201 (b) of the Uniform Condominium Act for the purpose of facilitating the recording of the Declaration of Condominium and the Plans.


EDWARD SCHLANER
PE

Subscribed and sworn to before
me this 30th of March,
1990.


NOTARY PUBLIC



CERTIFICATE OF COMPLETION

UNDER UNIFORM CONDOMINIUM ACT SECTION 3201 (c)

I, EDWARD SCHLANER, Registered Pennsylvania Engineer, licensed in the Commonwealth of Pennsylvania, hereby certify that the following units of the Ridings At Brookside Condominiums, all as shown on the plans entitled Ridings At Brookside Condominium, prepared by GSK Associates, are substantially completed as of the date of this Certification:

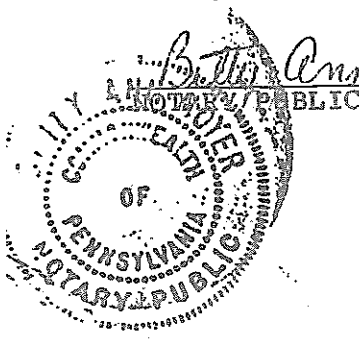
Unit Nos. R-302, R-304, R-306, R-308, R-310, and R-312.

This Certificate of Substantial Completion is being issued pursuant to Section 3201 (c) of the Uniform Condominium Act for the purpose of facilitating the conveyance of the Condominium Units.

BY: *Edward Schlaner*
EDWARD SCHLANER, P.E.

Dated 3/30/90

Subscribed and sworn to before me this 30th day of March 1990.



Betty Ann Meyer
NOTARY PUBLIC

Notary Seal
Betty Ann Meyer, Notary Public
Allegheny County, PA
My Commission Expires Jun 24 1994
Member, Pennsylvania Association of Notaries

V0622 P0937

MARTIN H. SCHULER COMPANY

ENGINEERS - LAND SURVEYORS
SUBDIVISION ENGINEERING - MUNICIPAL ENGINEERING
SITE PLANNING
3143 WALNUT STREET • ALLENTOWN, PA. 18102
(215) 433-8201
(215) 433-8202

Perimeter description for PHASE ONE of THE RIDINGS AT BROOKSIDE land development in Macungie Borough, Lehigh County

August 1, 1989

ALL THAT CERTAIN tract of land known and designated as Phase One of The Ridings at Brookside land development as shown on a site plan prepared by P. Joseph Lehman, Inc., Consulting Engineers of Hollidaysburg, PA, situated in the Borough of Macungie, Lehigh County, Pennsylvania, more particularly described as follows:

BEGINNING at a point on the southern property line of The Ridings at Brookside land development, said point being the southeast corner of The Ridings at Brookside land development.

thence extending along property of the Brookfield development and through an existing 30' wide Buckeye Pipeline Co. easement and along the southern line of a 20' wide general utility and drainage easement

North 82° - 43' - 16" west 1591.09 feet to a point

thence extending along property of the Ancient Oak South development and traversing the aforementioned Buckeye Pipeline Co. easement and along the western side of a 20' wide general utility and drainage easement

North 6° - 37' - 48" west 171.31 feet to a point

thence extending along Phase Two of The Ridings at Brookside land development the following seven (7) courses of distances:

- (1) North 66° - 24' - 00" east 89.48 feet to a point
- (2) South 66° - 22' - 54" east 71.02 feet to a point
- (3) North 79° - 47' - 25" east 115/27 feet to a point
- (4) North 1° - 13' - 30" west 40.31 feet to a point
- (5) North 79° - 00' - 48" east 146.31 feet to a point
- (6) South 84° - 06' - 00" east 92.50 feet to a point
- (7) North 5° - 54' - 00" east 65.00 feet to a point

EXHIBIT "A"

V0622 P0938

A-1

ASE ONE
E RIDINGS AT
LOOKSIDE
August 1, 1989
Page 2

thence extending along Phase Two and partially along Phase Three of The Ridings at Brookside development.

South 81° - 03' - 49" east 358.68 feet to a point

thence extending along Phase Three of The Ridings at Brookside development the following five (5) courses and distances:

- (1) South 77° - 48' - 02" east 77.47 feet to a point
- (2) South 5° - 54' - 00" west 203.09 feet to a point
- (3) South 83° - 43' - 27" east 281.99 feet to a point
- (4) North 62° - 01' - 02" east 313.17 feet to a point
- (5) North 83° - 01' - 56" east 85.00 feet to a point

thence, extending along property now or late of Brookside Country Club and along the eastern line of a 20' wide general utility and drainage easement south 0° - 58' - 04" east 282.50 feet to a point

thence extending along property now or late of East Penn Foundry and along the eastern line of a 20' wide general utility and drainage easement

South 6° - 53' - 48" east 95.49 feet to the place of beginning

CONTAINING - 10.0169 Acres

Subject, however, to an existing Buckeye Pipeline Co. easement as shown on the aforementioned plan.

Subject, however, to an area noted to be dedicated to the Borough of Macungie for use as a recreation area.

Subject, however, to various road access easements as shown on the aforementioned plan.

Subject, however, to various utility and drainage easements as shown on the aforementioned plans.

V0622 P0939

A-2

MARTIN H. SCHULER COMPANY

ENGINEERS - LAND SURVEYORS
SUBDIVISION ENGINEERING - MUNICIPAL ENGINEERING
SITE PLANNING
1143 WALNUT STREET • ALLENTOWN, PA. 18102
(215) 433-5201
(215) 433-5202

Perimeter description for Phase Two of THE RIDINGS AT BROOKSIDE land development
in Macungie Borough, Lehigh County

August 1, 1989

ALL THAT CERTAIN tract of land known and designated as Phase Two of The
Ridings at Brookside land development as shown on a site plan prepared by P.
Joseph Lehman, Inc., Consulting Engineers of Hollidaysburg, PA, situated in the
borough of Macungie, Lehigh County, Pennsylvania, more particularly described as
follows:

BEGINNING at a point on the northern property line of The Ridings at
Brookside land development, said point being the northwest corner of The Ridings
at Brookside land development.

thence extending along the property of The Brookside Country Club and
extending partially through the center of a 20' wide general utility and
drainage easement

South 78° - 27' - 16" east 683.00 feet to a point

thence extending along Phase Three of The Ridings at Brookside land
development the following five (5) courses and distances:

- (1) South 11° - 32' - 44" west 80.00 feet to a point
- (2) South 78° - 27' - 16" east 110.00 feet to a point
- (3) South 11° - 32' - 44" west 50.00 feet to a point
- (4) South 78° - 27' - 16" east 90.00 feet to a point
- (5) South 16° - 28' - 56" west 208.80 feet to a point

thence extending along Phase One of The Ridings at Brookside land
development the following eight (8) courses and distances:

- (1) North 81° - 03' - 49" west 208.00 feet to a point
- (2) South 5° - 54' - 00" west 65.00 feet to a point
- (3) North 84° - 06' - 00" west 92.50 feet to a point
- (4) South 79° - 00' - 48" west 146.31 feet to a point
- (5) South 1° - 13' - 30" east 40.31 feet to a point

EXHIBIT "B"

V0622 70940 B-1

THE RIDINGS
OF BROOKSIDE
MCCUNGIE BOROUGH
August 1, 1989
Page 2

(6) South 79° - 47' - 25" west 115.27 feet to a point

(7) North 66° - 22' - 54" west 71.02 feet to a point

(8) South 66° - 24' - 00" west 89.48 feet to a point on the western
property line of The Ridings at Brookside land development

thence extending along property of Ancient Oak South development and along
the western line of a 20' wide general utility and drainage easement

North 6° - 37' - 48" west 627.34 feet to the place of beginning.

CONTAINING: 7.8771 Acres

Subject, however, to various road access easements as shown on the
aforementioned plans.

Subject, however, to various utility and drainage easements as shown on
the aforementioned plans.

MARTIN H. SCHULER COMPANY

ENGINEERS - LAND SURVEYORS
SUBDIVISION ENGINEERING - MUNICIPAL ENGINEERING
SITE PLANNING
1143 WALNUT STREET • ALLENTOWN, PA. 18102
(215) 433-5201
(215) 433-5202

Perimeter description of Phase Three of THE RIDINGS AT BROOKSIDE land development in Macungie Borough, Lehigh County

August 1, 1989

ALL THAT CERTAIN tract of land known and designated as Phase Three of The Ridings at Brookside land development as shown on a site plan prepared by P. Joseph Lehman, Inc., Consulting Engineers of Hollidaysburg, PA, situated in the borough of Macungie, Lehigh County, Pennsylvania, more particularly described as follows:

BEGINNING at a point on the northern property line of The Ridings at Brookside land development said point being the northeast corner of The Ridings at Brookside land development.

thence extending along the property now or late of Brookside Country Club and along the eastern line of a 20' wide general utility and drainage easement South 6° - 58' - 04" east 297.34 feet to a point

thence extending along Phase One of The Ridings at Brookside land development the following six (6) courses and distances:

- (1) South 83° - 01' - 56" west 85.00 feet to a point
- (2) South 62° - 01' - 02" west 313.17 feet to a point
- (3) North 83° - 43' - 27" west 281.94 feet to a point
- (4) North 5° - 54' - 00" east 203.09 feet to a point
- (5) North 77° - 48' - 02" west 77.47 feet to a point
- (6) North 81° - 03' - 49" west 150.68 feet to a point

thence extending along Phase Two of The Ridings at Brookside land development the following five (5) courses and distances:

- (1) North 16° - 28' - 56" east 208.80 feet to a point
- (2) North 78° - 27' - 16" west 90.00 feet to a point
- (3) North 11° - 32' - 44" east 50.00 feet to a point

THE RIDINGS
T BROOKSIDE
ACUNGIE BOROUGH
August 1, 1989
page 2

(4) North 78° - 27' - 16" west 110.00 feet to a point

(5) North 11° - 32' - 44" east 80.00 feet to a point on the northern
property line of The Ridings at Brookside land development.

thence extending along the property now or late of the Brookside Country
Club and extending through the center of a 20' wide general utility and drainage
easement

South 78° - 27' - 16" east 938.48 feet to the point of beginning.

CONTAINING: 8.1848 Acres

Subject, however, to various road access easements as shown on the
aforementioned plans.

Subject, however, to various utility and drainage easements as shown on
the aforementioned plans.

V0622 70943

B-4

SUBDIVISION ENGINEERING - MUNICIPAL ENGINEERING
SITE PLANNING
8143 WALNUT STREET • ALLENTOWN, PA. 18102
(215) 433-8201
(215) 433-8202

perimeter description of the balance of Phase One of THE RIDINGS AT BROOKSIDE development excluding areas in which buildings R, P, A and H-H are built in Macungie Borough, Lehigh County

August 1, 1981

ALL THAT CERTAIN two tracts of land known and designated as Phase One of The Ridings at Brookside land development, prepared by P. Joseph Lehman, Inc., Consulting Engineers of Hollidaysburg, PA; situated in the Borough of Macungie, Lehigh County, Pennsylvania, more particularly described as follows:

Tract One

BEGINNING at a point on the southern property line of The Ridings at Brookside land development said point being the southeast corner of The Ridings at Brookside land development.

thence extending along the Brookfield development and through an existing 20' wide Buckeye Pipeline Co. easement and along the southern line of a 20' wide general utility and drainage easement

North 82° - 43' - 16" west 160.51 feet to a point.

thence extending along other portions of Phase One of The Ridings at Brookside land development the following three (3) courses and distances:

- (1) North 2° - 04' - 25" west 137.03 feet to a point
- (2) North 6° - 58' - 04" west 30.41 feet to a point
- (3) North 82° - 43' - 16" west 240.74 feet to a point

thence extending along Phase Three of The Ridings at Brookside land development the following two (2) courses of distance:

- (1) North 62° - 01' - 02" east 313.17 feet to a point
- (2) North 83° - 01' - 56" east 85.00 feet to a point

thence extending along property now or late of The Brookside Country Club and along the eastern line of a 20' wide general utility drainage easement

South 6° - 58' - 04" east 282.50 feet to a point

EXHIBIT "C"

V0622 P0944

C-1

THE RIDINGS
BROOKSIDE
MUNICIPALITY OF CUNINGIE BOROUGH
August 1, 1989
Page 2

thence extending along property now or late of the East Penn Foundry and
along the eastern line of a 20' wide general utility and drainage easement
South 6° - 53' - 48" east 95.49 feet to the place of beginning.

CONTAINING: 1.5913 Acres

Subject, however, to various utility and drainage easements as shown on
the aforementioned plan.

Subject, however, to an existing Buckeye Pipeline Co. easement as shown on
the aforementioned plan.

Subject, however, to various road access easements as shown on the
forementioned plans.

TRACT TWO

BEGINNING at a point along the southern property line of The Ridings at
Brookside land development said point being located North 82° - 43' - 16" west
29.08 feet from the southeast corner of The Ridings at Brookside land
development.

thence extending along the property of the Brookfield development and
through an existing 30' wide Buckeye Pipeline Co. easement and along the
southern line of a 20' wide general utility and drainage easement

North 82° - 43' - 16" west 762.01 feet to a point.

THE RIDINGS
BROOKSIDE
ACUNGIE BOROUGH
August 1, 1989
Page 3

thence extending along the property of the Ancient Oak South development and traversing the aforementioned Buckeye Pipeline Co. easement and along the eastern line of a 20' wide general utility, and drainage easement

North 6° - 37' - 48" west 171.31 feet to a point

thence extending along Phase Two of The Ridings at Brookside land development the following seven (7) courses and distances:

- (1) North 66° - 24' - 00" east 89.48 feet to a point
- (2) South 66° - 22' - 54" east 71.02 feet to a point
- (3) North 79° - 47' - 25" east 115.27 feet to a point
- (4) North 1° - 13' - 30" west 40.31 feet to a point
- (5) North 79° - 00' - 48" east 146.31 feet to a point
- (6) South 84° - 06' - 00" east 92.50 feet to a point
- (7) North 5° - 54' - 00" east 65.01 feet to a point

thence extending along Phase Two and partially along Phase Three at The Ridings at Brookside land development

South 81° - 03' - 49" east 225.00 feet to a point.

thence extending along other portions of Phase One of The Ridings at Brookside land development the following three (3) courses and distances:

- (1) South 5° - 54' - 00" west 218.09 feet to a point
- (2) South 84° - 06' - 00" east 90.50 feet to a point
- (3) South 5° - 54' - 00" west 157.50 feet to the place of beginning.

CONTAINING: 4.9516 Acres

Subject, however, to an existing Buckeye Pipeline Co. easement as shown on the aforementioned plans.

THE RIDINGS

ST BROOKSIDE

ACUNGIE BOROUGH

August 1, 1989

Page 4

Subject, however, to various road access easements as shown on the .
forementioned plans.

Subject, however, to various utility and drainage easements as shown on
the aforementioned plans.

PERCENTAGE INTEREST SCHEDULE

<u>Bldg</u>	<u>Unit</u>	<u>Model Type</u>	<u>Percentage Interest</u>
A	148	Bentley	.05184
A	150	Brighton	.05126
A	152	Bentley	.05184
A	153	Brighton	.05126
R	302*	Sussex I	.03041
R	304*	Sussex II	.03693
R	306*	Cambridge	.04489
R	308*	Claridge	.04750
R	310*	Bentley	.05184
R	312*	Brighton	.05126
T	301	Claridge	.04750
T	303	Cambridge	.04489
T	305	Clardige	.04750
T	307	Cambridge	.04489
T	309	Claridge	.04750
T	311	Cambridge	.04489
HH	102	Sussex I	.03041
HH	104	Essex I	.02723
HH	106	Essex I	.02723
HH	108	Sussex I	.03041
HH	110	Sussex II	.03693
HH	112	Essex II	.03232
HH	114	Essex II	.03232
HH	116	Sussex II	.03693
		Total	<u>1.00000</u>

* Indicates sample or model units, and/or units that may be used for sales and administrative purposes by Declarant.

PLANS FOR
THE RIDINGS AT BROOKSIDE,
A CONDOMINIUM

EXHIBIT "E"

V0622 P0949

P. JOSEPH LEHMAN, INC.
CONSULTING ENGINEERS
OLDE FARM OFFICE CENTRE
POST OFFICE BOX 419
HOLLIDAYSBURG, PENNSYLVANIA 16648
PHONE 814/695-7500

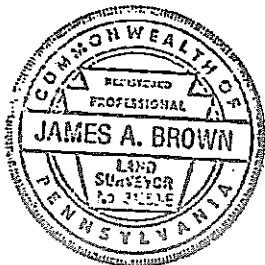
June 1, 1989

BROOKSIDE HEIGHTS LAND DEVELOPMENT
BOROUGH OF MACUNGIE
LEHIGH COUNTY, PENNSYLVANIA
PROJECT NO. 3308.521

TO: Lawyers Title Insurance Corporation and Brookside Partners

This is to certify that "Easement Plan - Brookside Heights Land Development" is based on a field survey made on July 13, 1988 by me or directly under my supervision in accordance with "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS," jointly established and adopted by ALTA and ACSM in 1986, and to the best of my professional knowledge, information and belief,

- A) Correctly represents the facts found at the time of survey:
- B) There are no discrepancies between the boundary lines of the subject property as shown on the survey map and as described in the legal description of record:
- C) The boundary line dimensions as shown on the survey map form a mathematically closed figure within ± 0.01 foot:
- D) Except as shown on the survey map, the boundary lines are contiguous with the boundary lines of all adjoining parcels, roads, highway, streets, or alleys as described in their most recent respective legal descriptions of record:
- E) The field survey meets the accuracy requirements of a class II survey as defined therein.

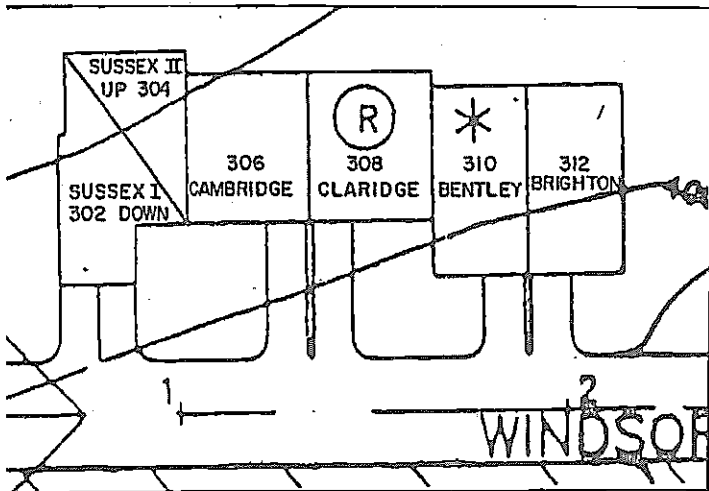
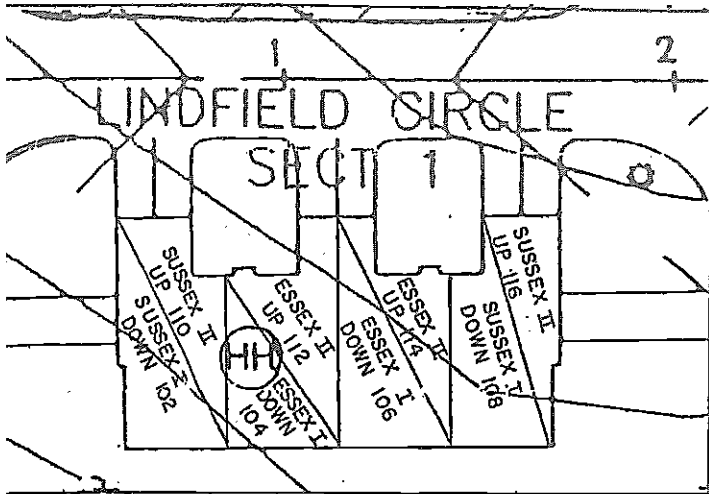


P. JOSEPH LEHMAN, Inc.,
Consulting Engineers

James A. Brown
James A. Brown, P.L.S.
Survey Services Chief

06/01/89
Date

V0622 P0950

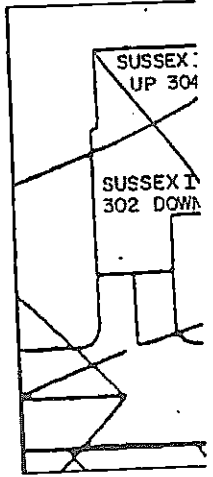
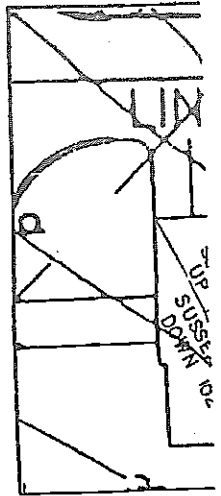
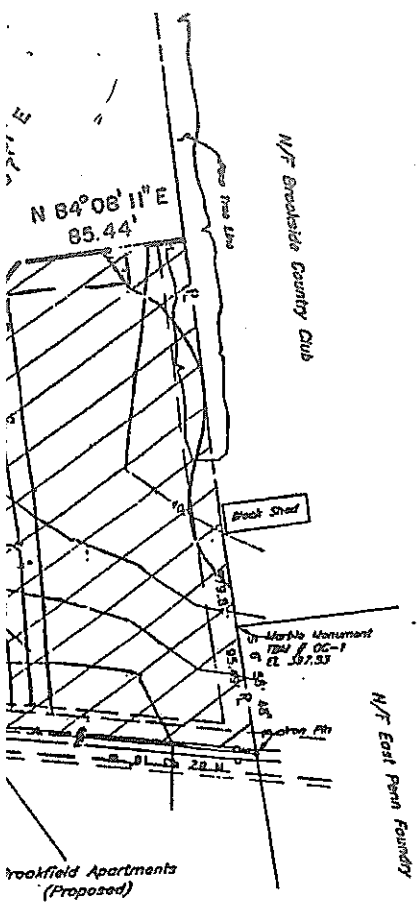


REVISION	THE RIDINGS AT BROOKSIDE LAND DEVELOPMENT BROOKSIDE PARTNERS MACUNGIE BOROUGH LEHIGH COUNTY, PENNSYLVANIA	
	DECLARATION OF CONDIMINIUM	SHEET 1 OF 1

9 Exhibit "E"

15
E270

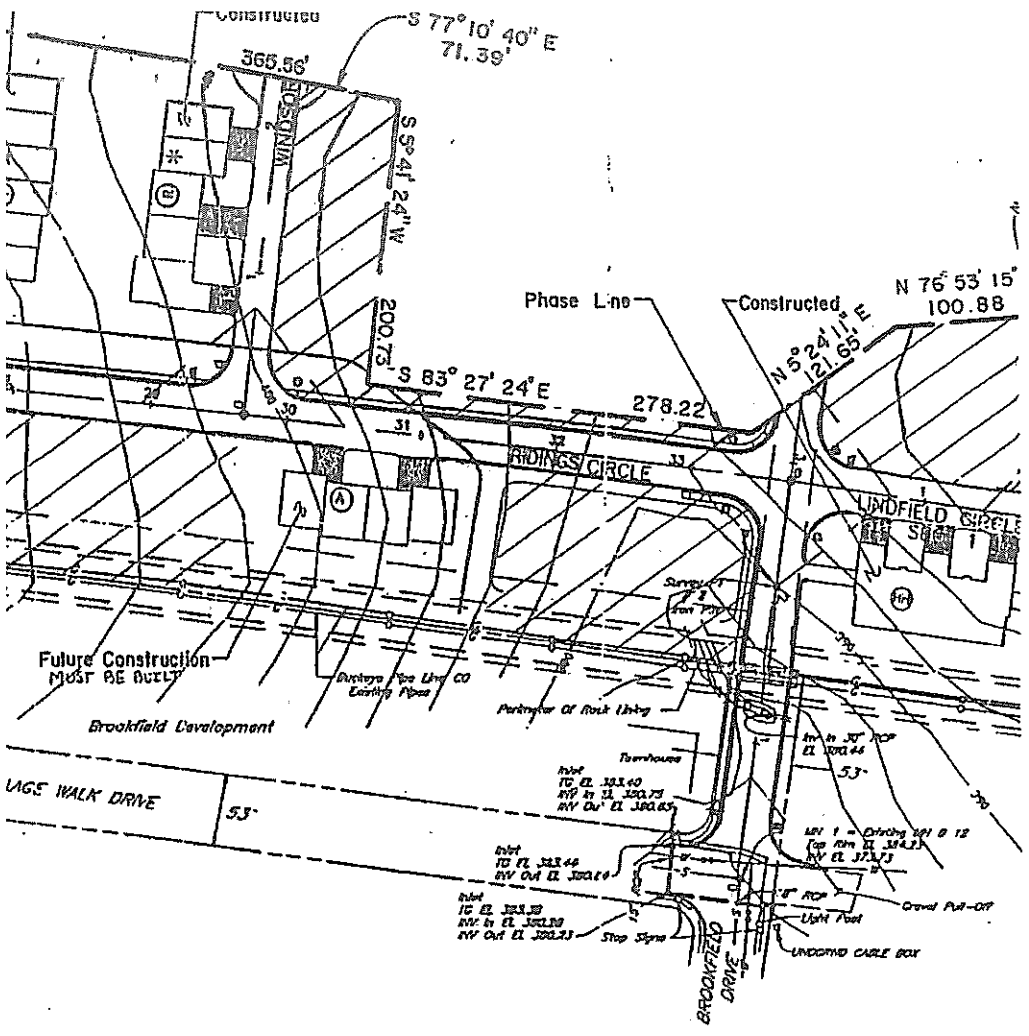
V0622 P0951



P. JOSEPH LEHMAN, INC. CONSULTING ENGINEERS HOLLIDAYSBURG, PENNSYLVANIA	DATE	NO.	REVISION
PROJECT NO. 3308.520	DATE 04/06/90		

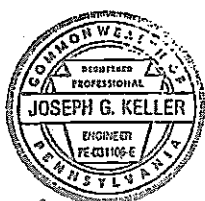
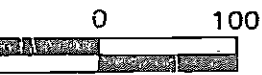
9 Ekh

V0622 P0952

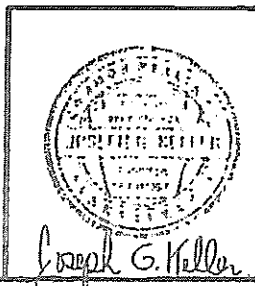


PLAN

SCALE IN FEET

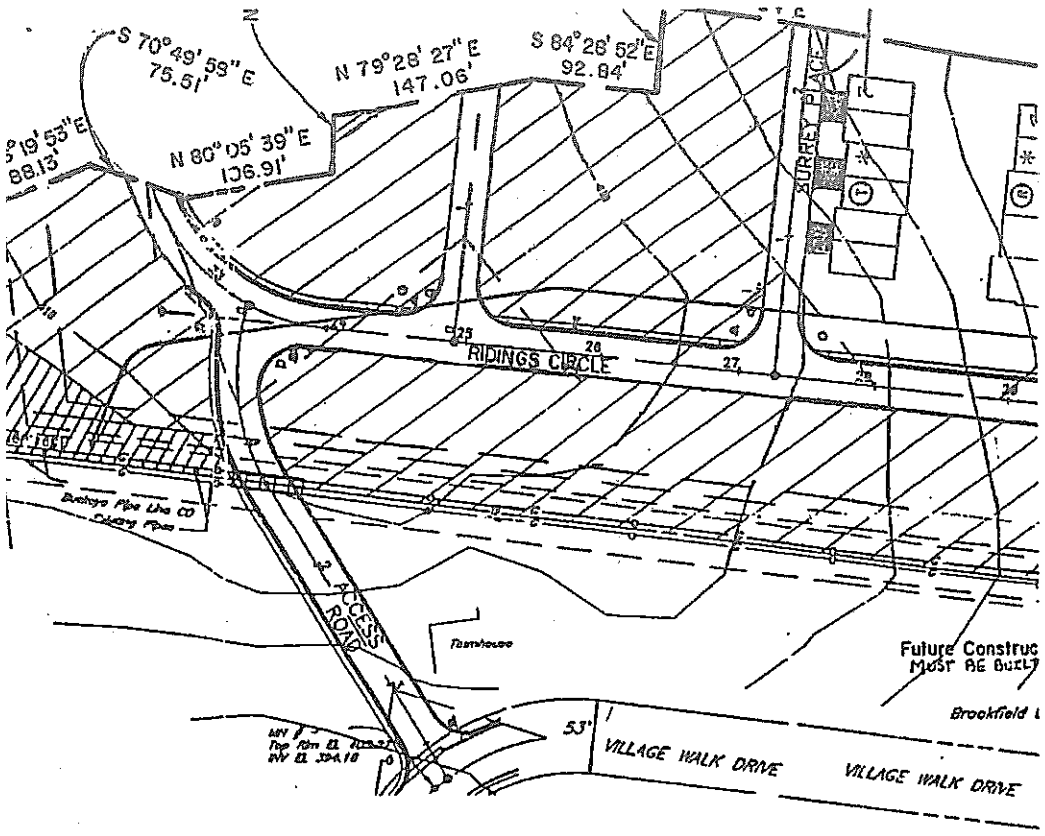


Joseph G. Keller

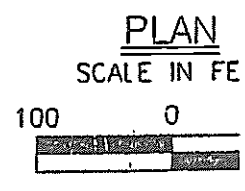


Joseph G. Keller

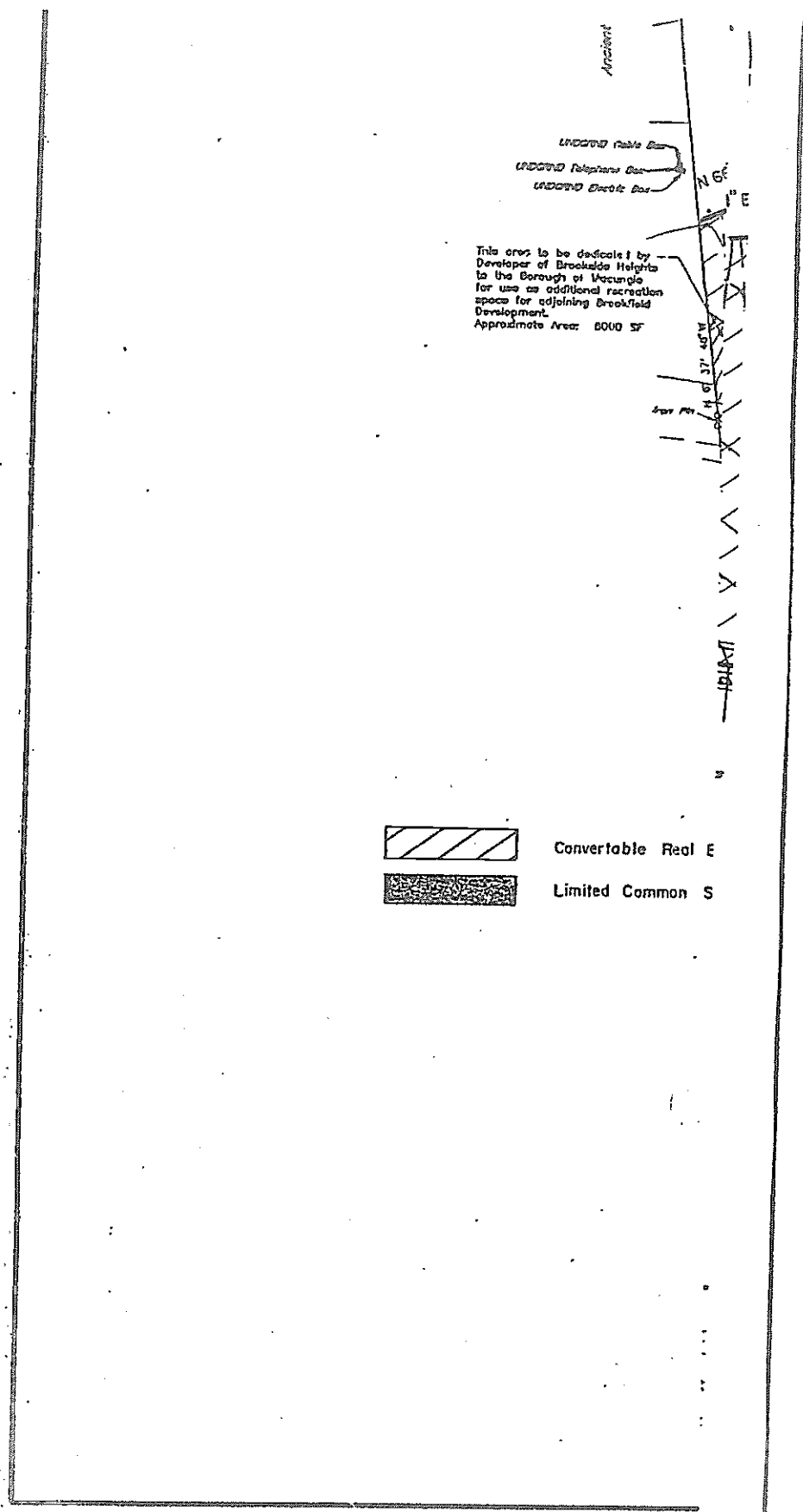
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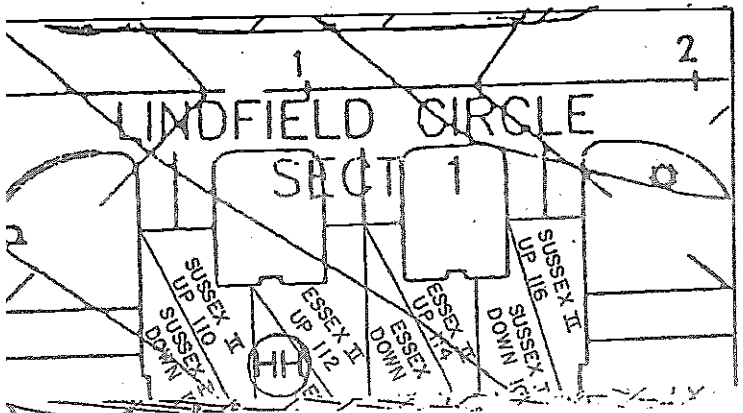
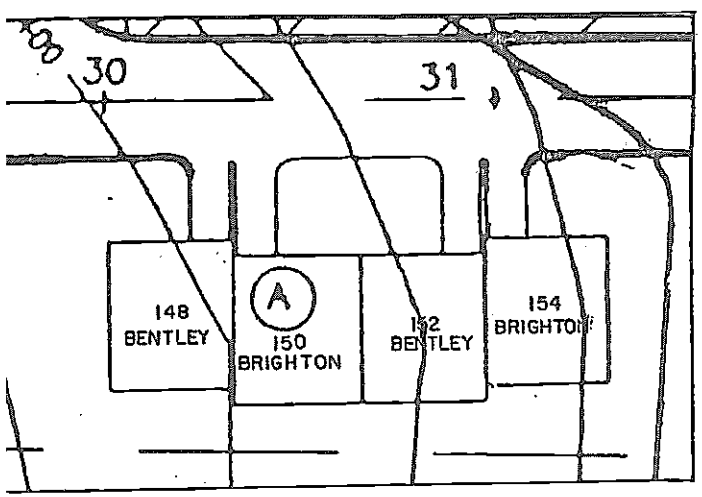
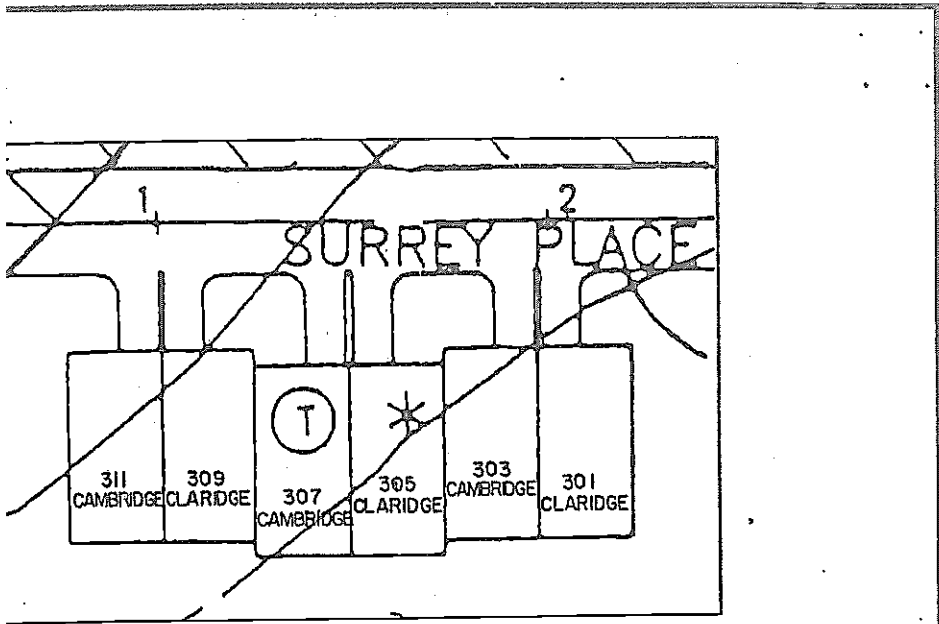


State
 Space

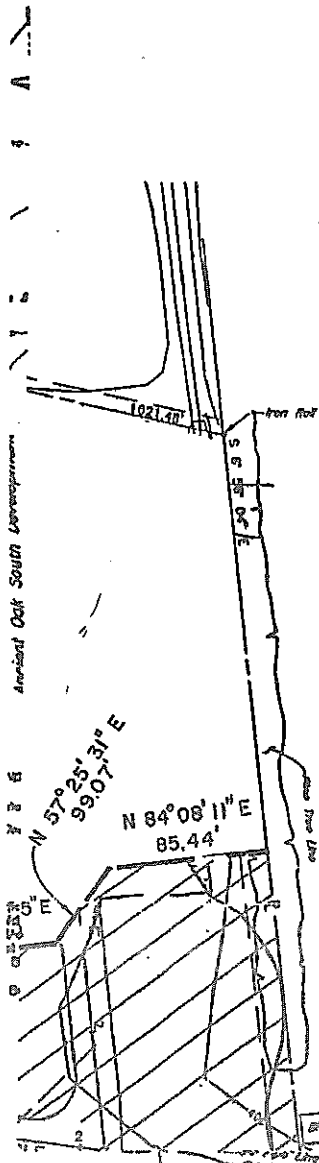


V0622 P0954

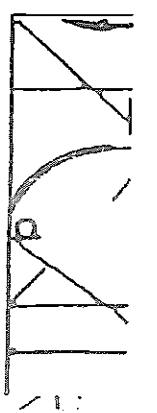
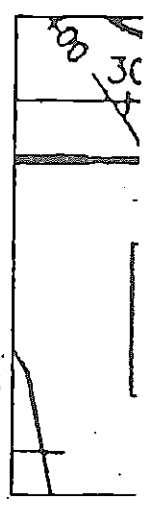
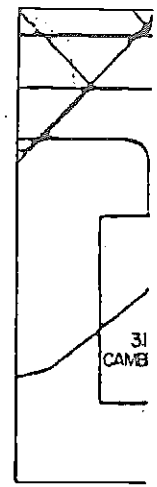




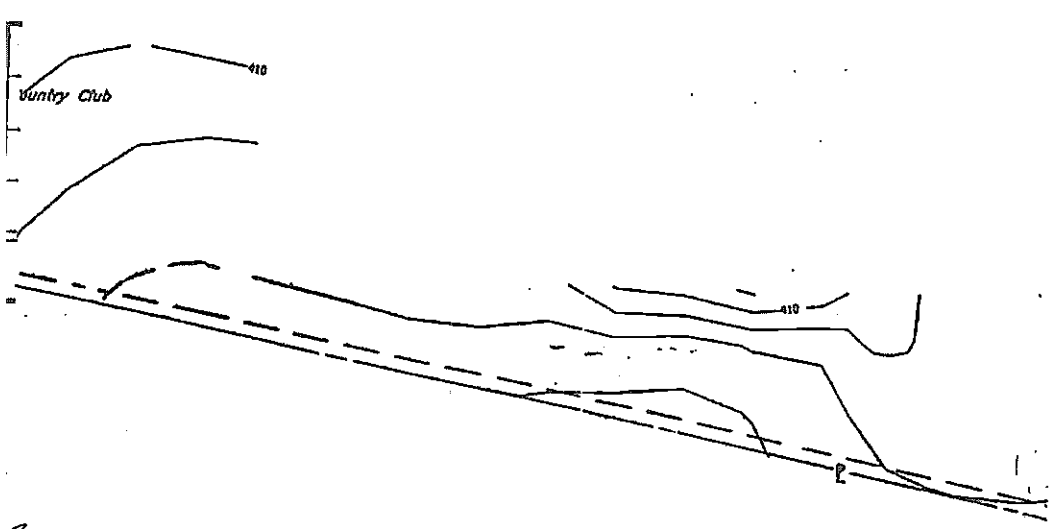
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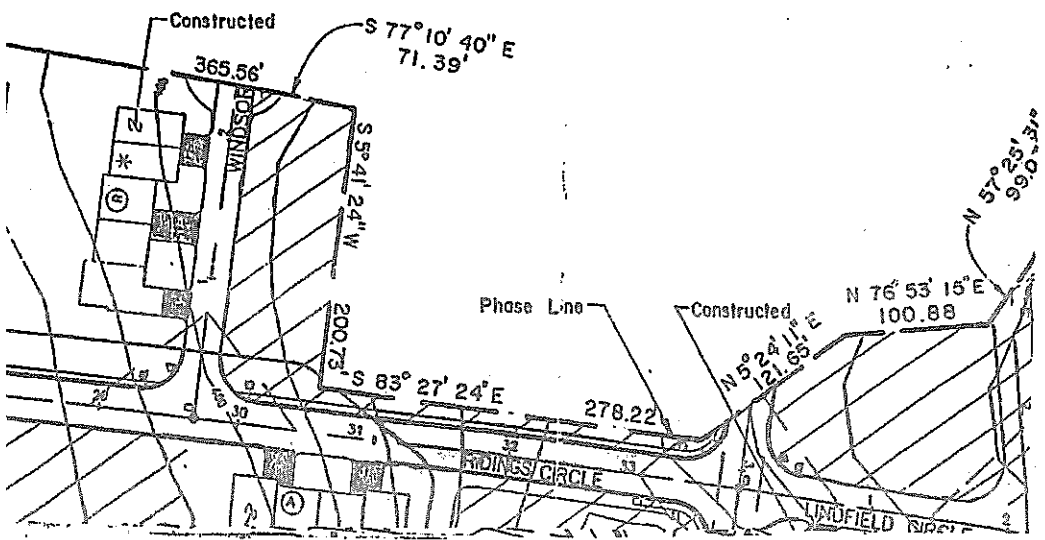
N/F Brookside Country Club



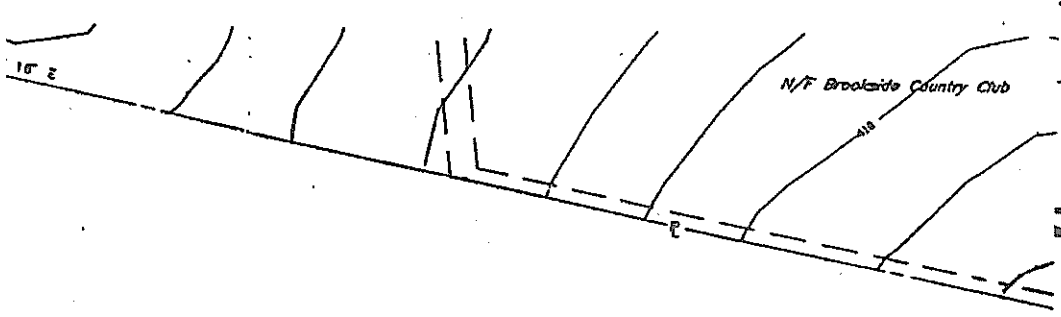
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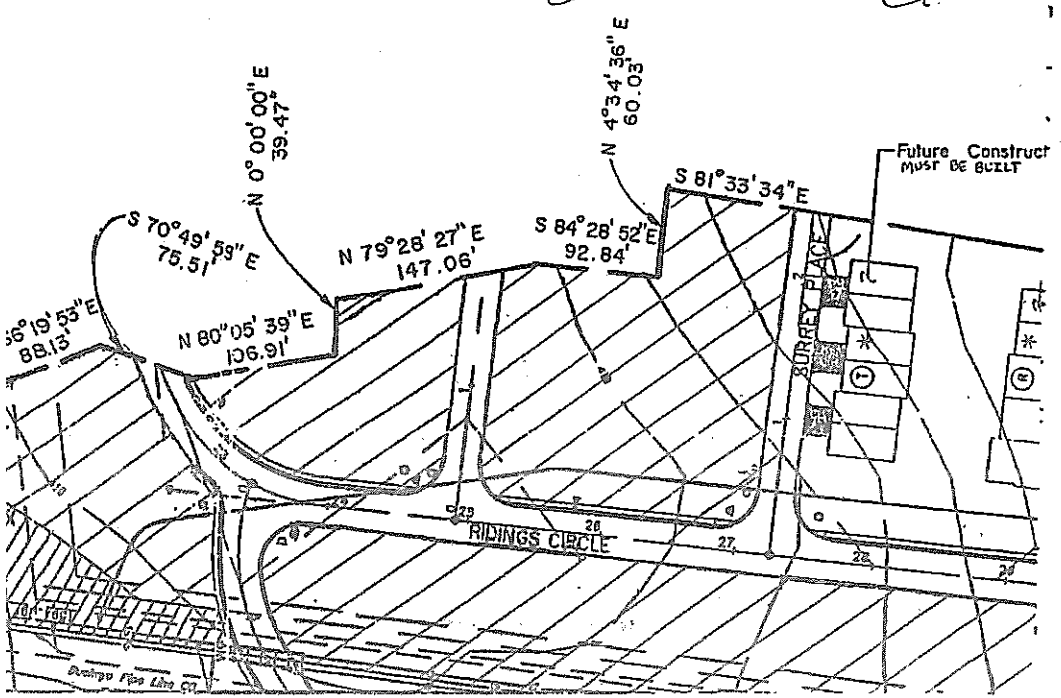
Future Construction
NOT TO BE BUILT



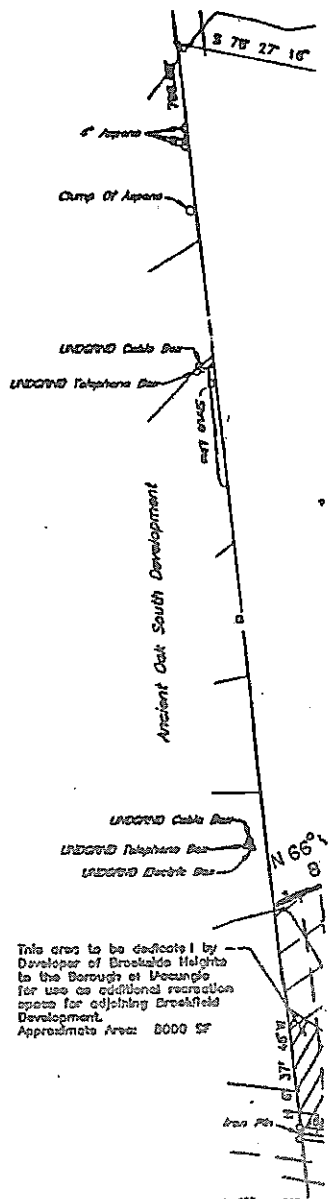
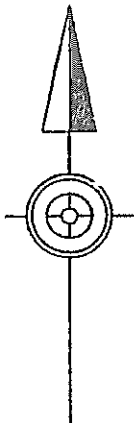
V0622 P0958



Additional Real Estate



V0622 P0959

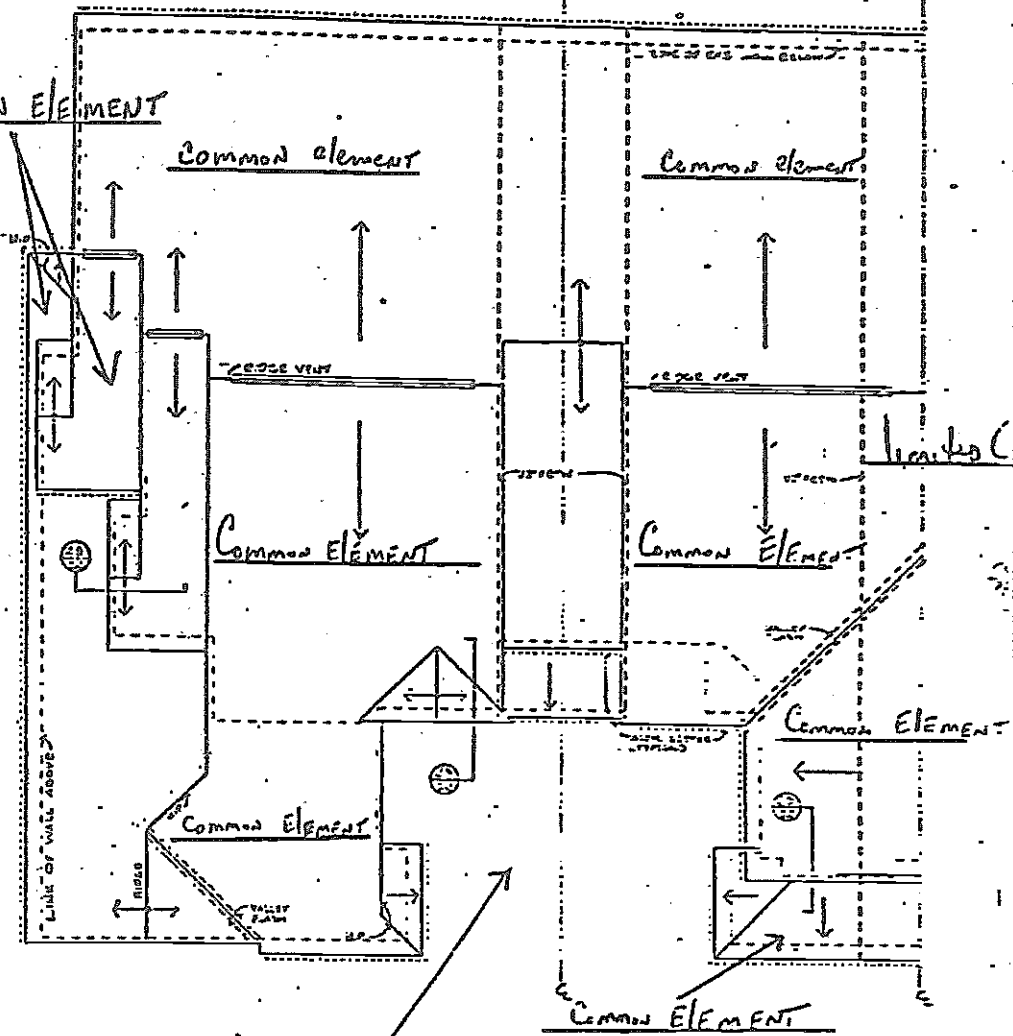


This area to be dedicated by Developer of Brookside Heights to the Borough of Monmouth for use as additional recreation space for adjoining Brookfield Development.
Approximate Area: 8000 SF

Common ELEMENT

Common element

Common element

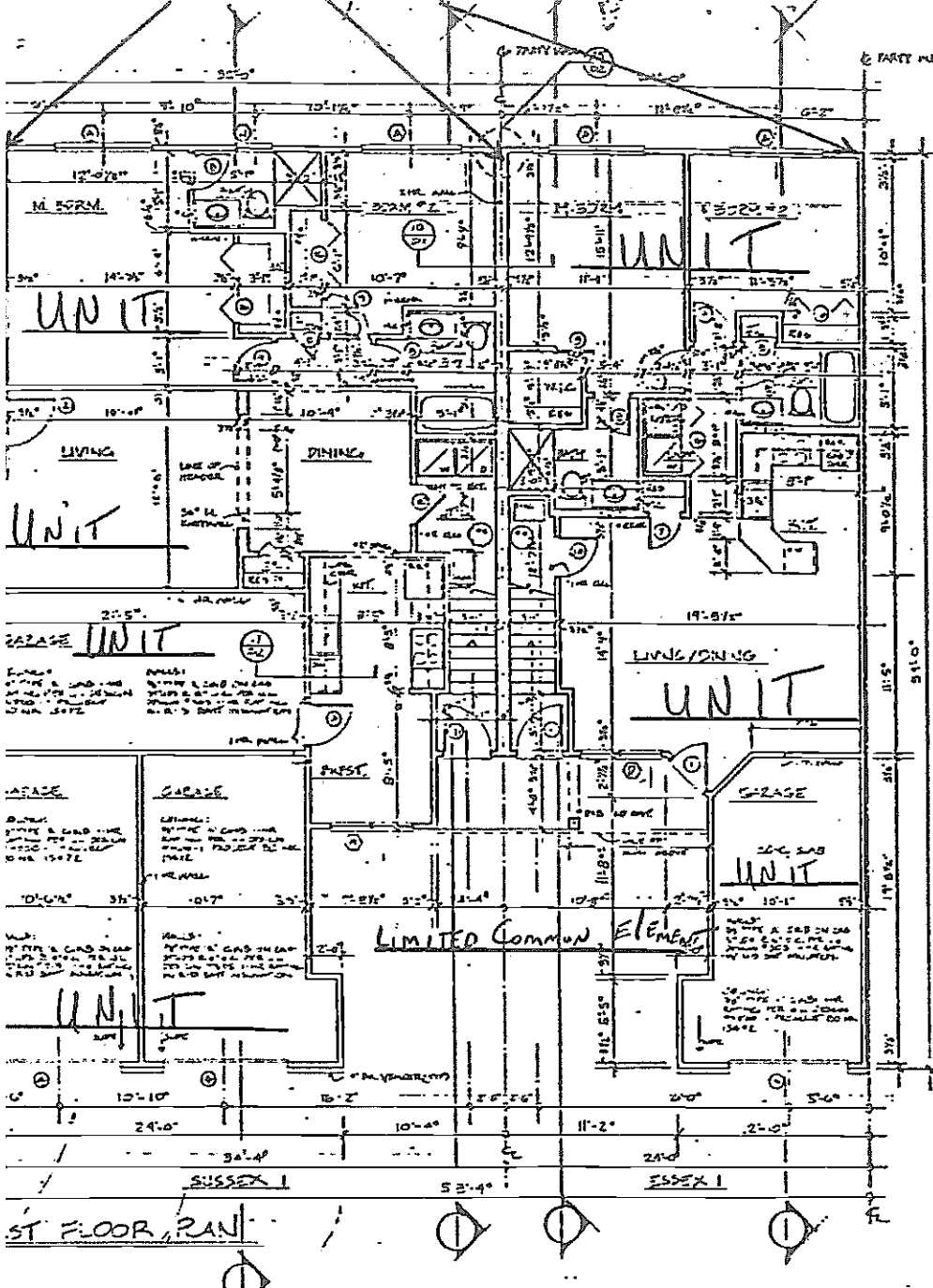


ROOF RAU limited COMMON

SUSSEX/ESSEX
SCALE: 1/16"

V0622 P0962

COMMON ELEMENT



ST FLOOR, RAN

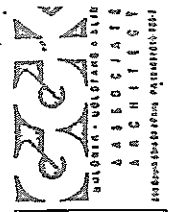
SUSSEX 1

53'-4"

ESSEX 1

NOTES:
 1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 2. FINISH FLOOR IS TO BE 1/2" THICK POLISHED CONCRETE.
 3. FINISH CEILING IS TO BE 5'-0" TO 5'-6" TO FACE UNLESS OTHERWISE NOTED.
 4. FINISH WALLS ARE TO BE 5/8" THICK BRICK OR 1/2" THICK GYPSUM BOARD ON STUDS UNLESS OTHERWISE NOTED.
 5. FINISH DOORS ARE TO BE 1-1/2" THICK SOLID CORE UNLESS OTHERWISE NOTED.
 6. FINISH WINDOWS ARE TO BE 1-1/2" THICK ALUMINUM UNLESS OTHERWISE NOTED.
 7. ALL OPENINGS ARE TO BE REINFORCED WITH 4# BARS AND CONCRETE SHALL BE CASTED IN PLACE.
 8. ALL STRUCTURAL CHANGES MUST BE APPROVED BY THE ARCHITECT.
 9. ALL ELECTRICAL AND MECHANICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE AND MECHANICAL CODE.
 10. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODE.

V0622 R0963

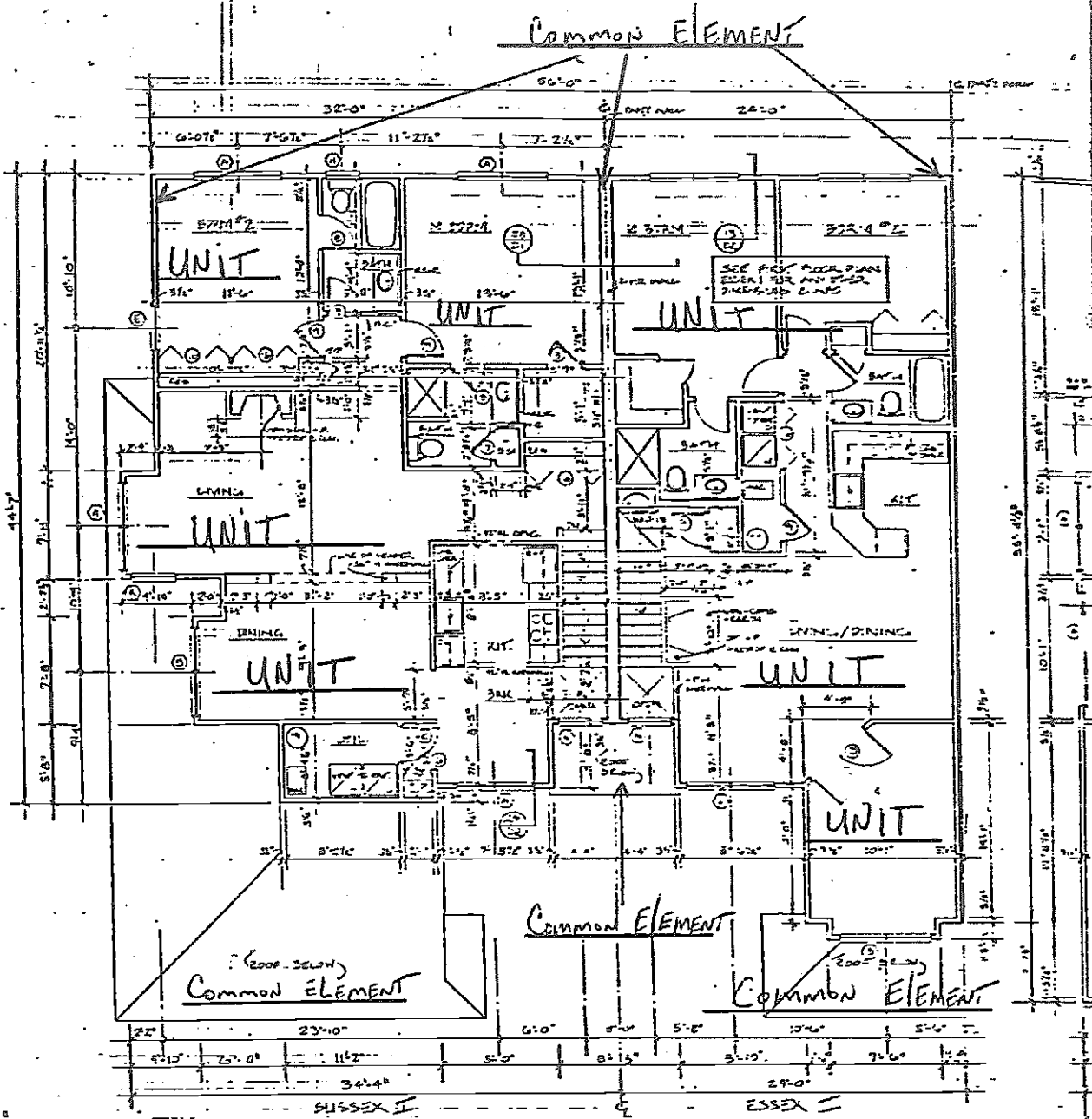


THE RIDINGS @ BROOKSIDE
 MACUNGIE BOROUGH
 LEHIGH COUNTY, PA.
 BROOKSIDE PARTNERS-DEVELOPERS

PROJECT NO 88633, DRAWN BY _____ DATE _____
 REVISION: _____

A-3

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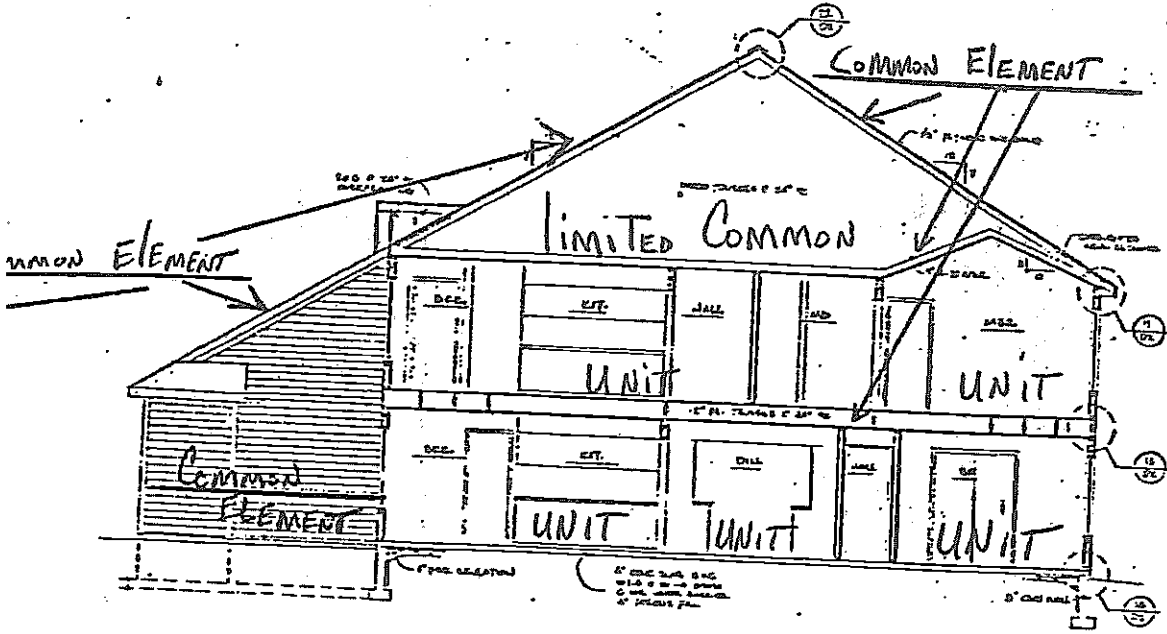
SECOND FLOOR PLAN

SUSSEX/ESSEX

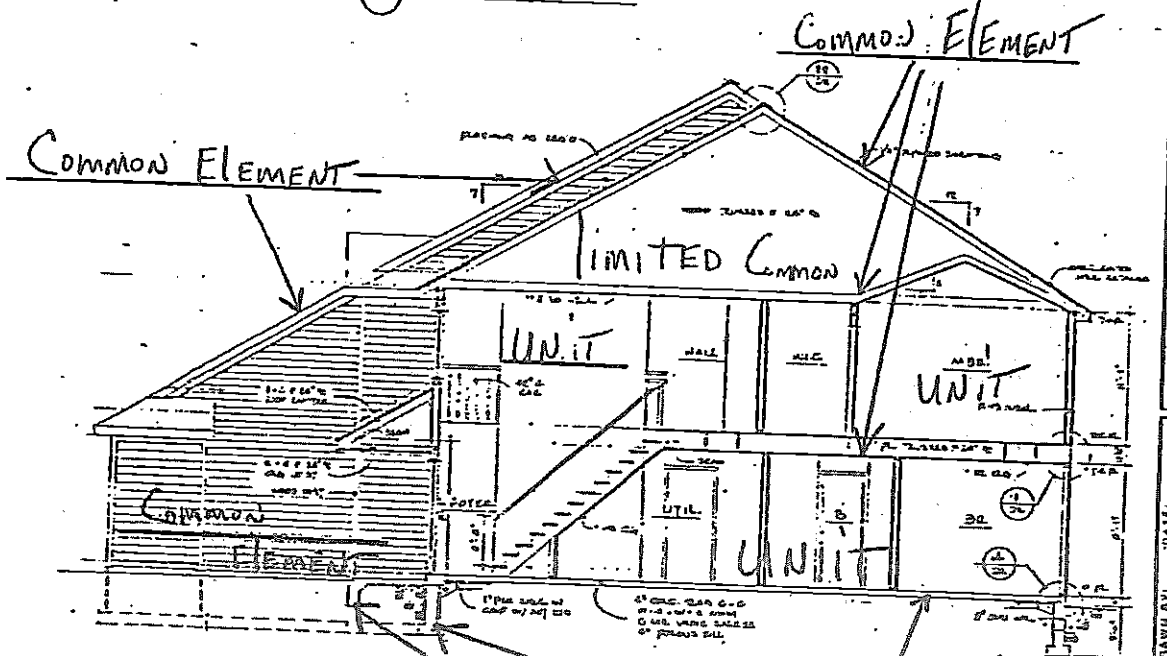
Notes:
 1. Party walls to be constructed in accordance with G.S.D. Ordinance 2A 533 & 200A 2A 51-120
 2. Plaster all ceiling, dropped ceilings, doors, pipes, stairs, etc.

V0622.P0964

W&A
 WILBURN - BULLOCH PARTNERS
 ARCHITECTS
 6880 E. 11th Street, Suite 100
 Denver, CO 80231



2 SECTION



3 SECTION

SUSSEX - UNIT SECTIONS

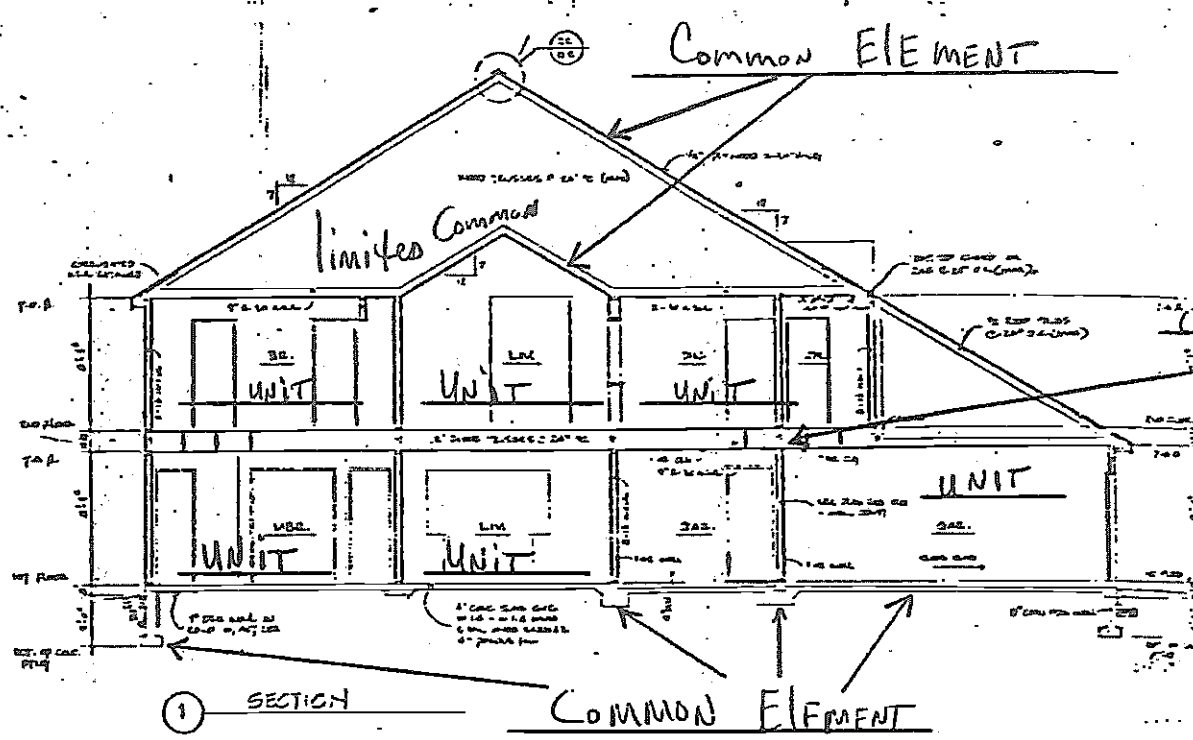
SCALE 1/8" = 1'-0"

THE RIDINGS @ BROOKSIDE
 MACUNGIE BOROUGH
 LEHIGH COUNTY, PA.
 BROOKSIDE PARTNERS-DEVELOPERS

PROJECT NO.	19 00033	DRAWN BY		DATE	
REVISION					

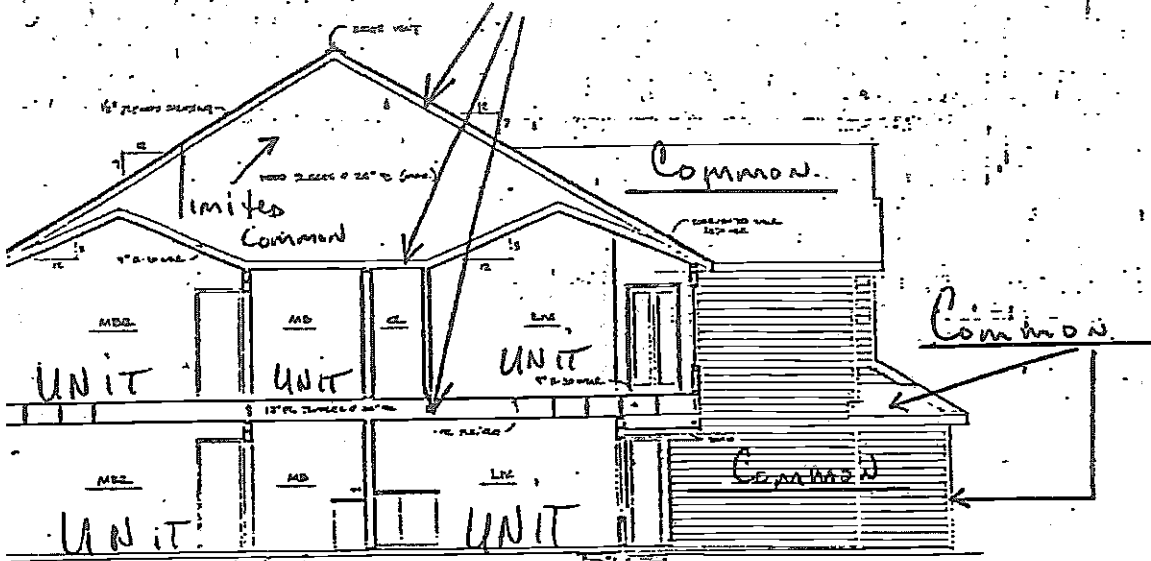
*OGN & Associates Architects represents the common use Copyright and all other rights in these plans. These plans are not to be used for any other project without the express written permission of OGN & Associates Architects. *W&A Architects has been retained as the architect for this project and shall be responsible for all construction and permitting. *OGN & Associates Architects is not responsible for any errors or omissions in these plans.

V0622-P0965



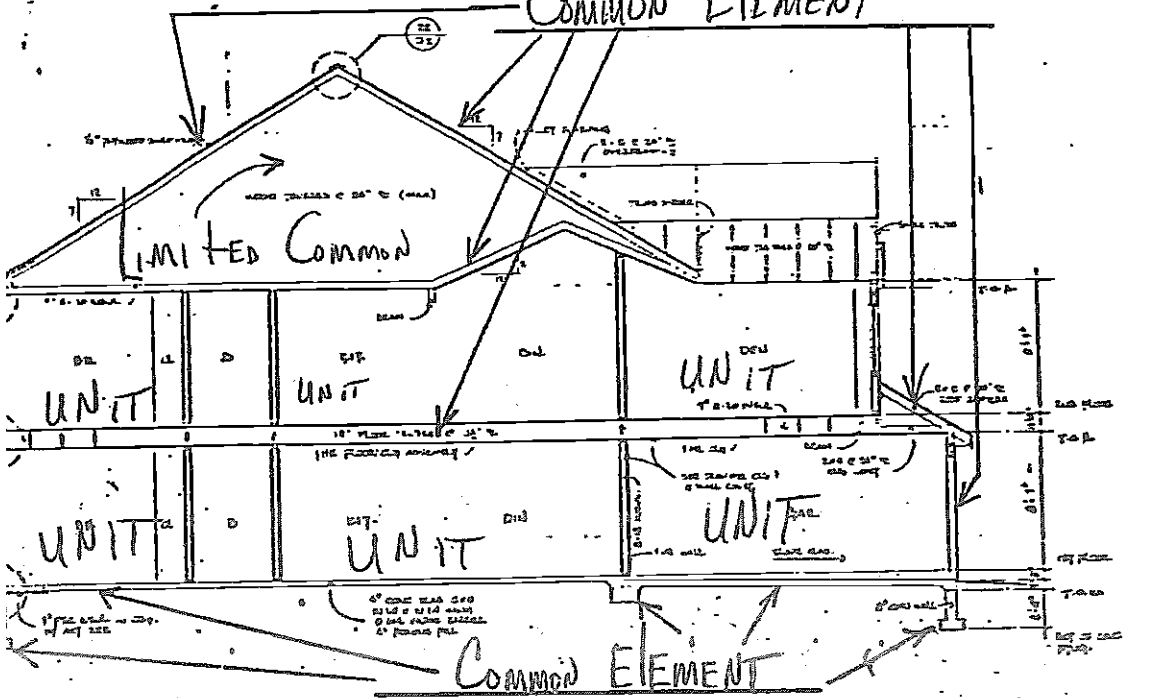
80622 P0966

Common Element



SECTION

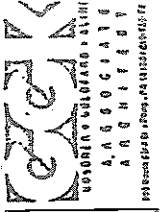
Common Element



SECTION

ESSEX - UNIT SECTIONS

V0622 P0967

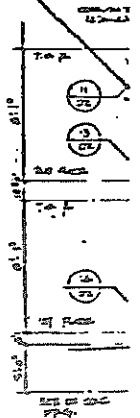
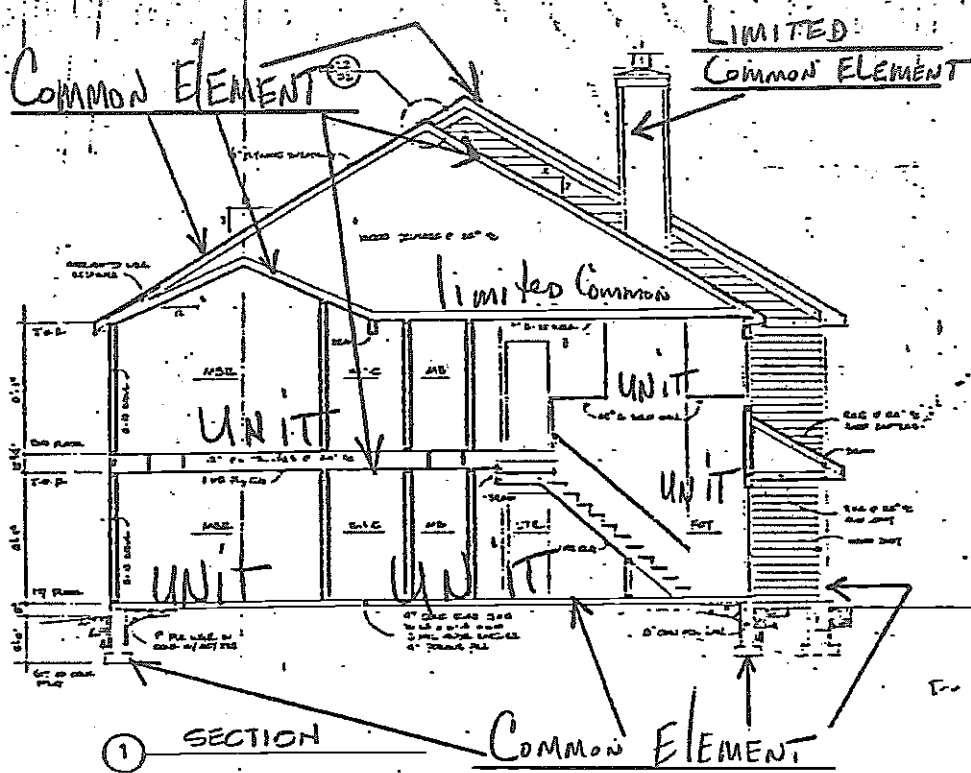


THE RIDINGS @ BROOKSIDE
 MACUNGIE BOROUGH
 LEHIGH COUNTY, PA.
 BROOKSIDE PARTNERS-DEVELOPERS

PROJECT NO.	06033	DRAWN BY		DATE	
REVISION					

A-5

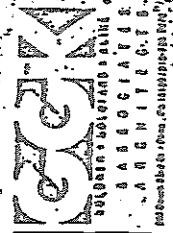
QDR & Associates Architects is pleased to announce the completion of the design for the Essex Unit Sections. These plans are not to be reproduced, modified, or used for any other purpose without the express written permission and consent of QDR & Associates Architects. All rights reserved.



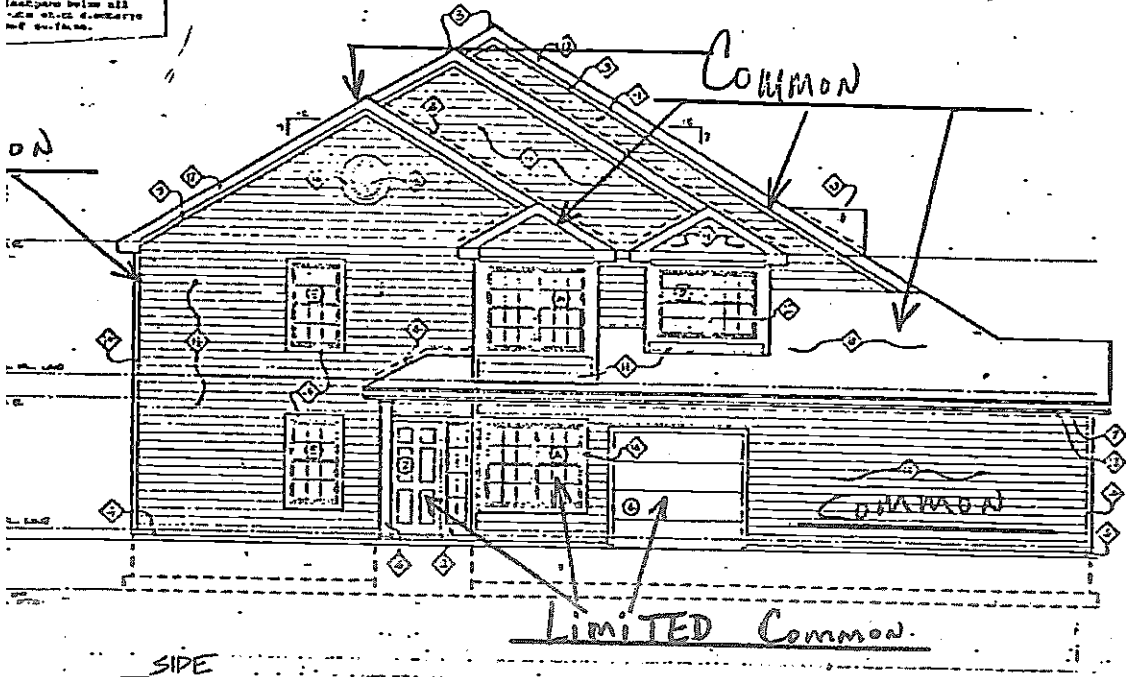
V0622 P0968

MATERIALS SCHEDULE

NO.	DESCRIPTION	QUANTITY	REMARKS
1	EXTERIOR GIP & PAINT		
2	EXTERIOR PLANK BRICKWORK GIP		
3	WOOD TRIM		
4	PAINTING		
5	WALLS PAINTING		
6	PAINTING AS NOTED		
7	CONCRETE / GROUT		
8	EXTERIOR HALF-WOOD		
9	CEMENT		
10	GRAVEL 1/2" DIA.		
11	4" SAND		
12	1/2" SAND		
13	1/4" SAND		
14	1/2" SAND		
15	1/4" SAND		
16	1/2" SAND		
17	1/4" SAND		
18	1/2" SAND		
19	1/4" SAND		
20	1/2" SAND		
21	1/4" SAND		
22	1/2" SAND		
23	1/4" SAND		
24	1/2" SAND		
25	1/4" SAND		
26	1/2" SAND		
27	1/4" SAND		
28	1/2" SAND		
29	1/4" SAND		
30	1/2" SAND		
31	1/4" SAND		
32	1/2" SAND		
33	1/4" SAND		
34	1/2" SAND		
35	1/4" SAND		
36	1/2" SAND		
37	1/4" SAND		
38	1/2" SAND		
39	1/4" SAND		
40	1/2" SAND		
41	1/4" SAND		
42	1/2" SAND		
43	1/4" SAND		
44	1/2" SAND		
45	1/4" SAND		
46	1/2" SAND		
47	1/4" SAND		
48	1/2" SAND		
49	1/4" SAND		
50	1/2" SAND		
51	1/4" SAND		
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53	1/4" SAND		
54	1/2" SAND		
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68	1/2" SAND		
69	1/4" SAND		
70	1/2" SAND		
71	1/4" SAND		
72	1/2" SAND		
73	1/4" SAND		
74	1/2" SAND		
75	1/4" SAND		
76	1/2" SAND		
77	1/4" SAND		
78	1/2" SAND		
79	1/4" SAND		
80	1/2" SAND		
81	1/4" SAND		
82	1/2" SAND		
83	1/4" SAND		
84	1/2" SAND		
85	1/4" SAND		
86	1/2" SAND		
87	1/4" SAND		
88	1/2" SAND		
89	1/4" SAND		
90	1/2" SAND		
91	1/4" SAND		
92	1/2" SAND		
93	1/4" SAND		
94	1/2" SAND		
95	1/4" SAND		
96	1/2" SAND		
97	1/4" SAND		
98	1/2" SAND		
99	1/4" SAND		
100	1/2" SAND		



1/4" = 10' 0" (vertical scale)
 1/4" = 10' 0" (horizontal scale)
 1/4" = 10' 0" (diagonal scale)
 1/4" = 10' 0" (curved scale)



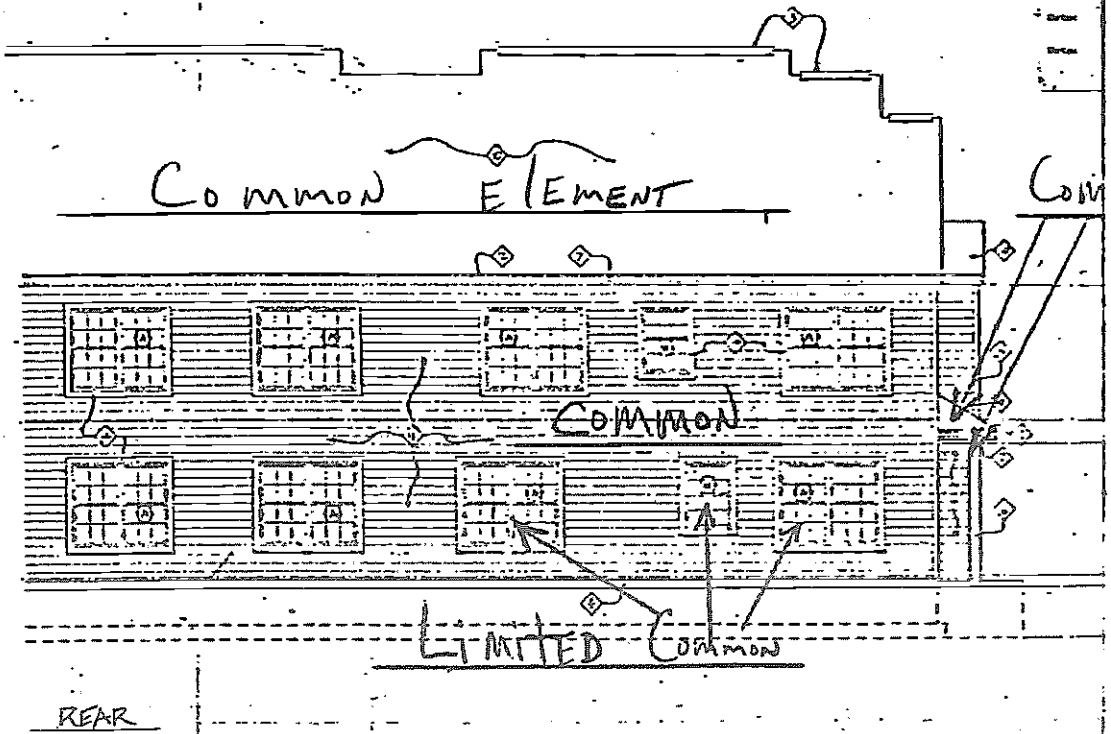
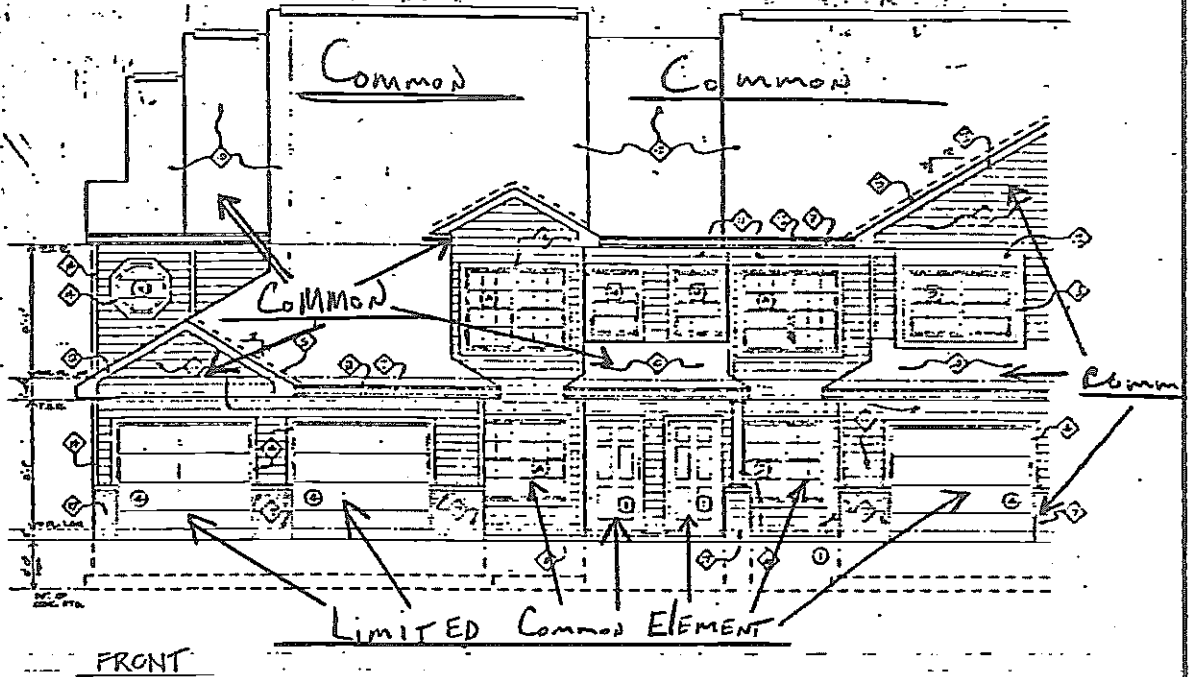
THE RIDINGS @ BROOKSIDE
MACUNGIE BOROUGH
LEHIGH COUNTY, PA:
BROOKSIDE PARTNERS-DEVELOPERS

PROJECT NO. 9923 (PHASE 1) DATE: _____
 REVISION: _____ DATE: _____

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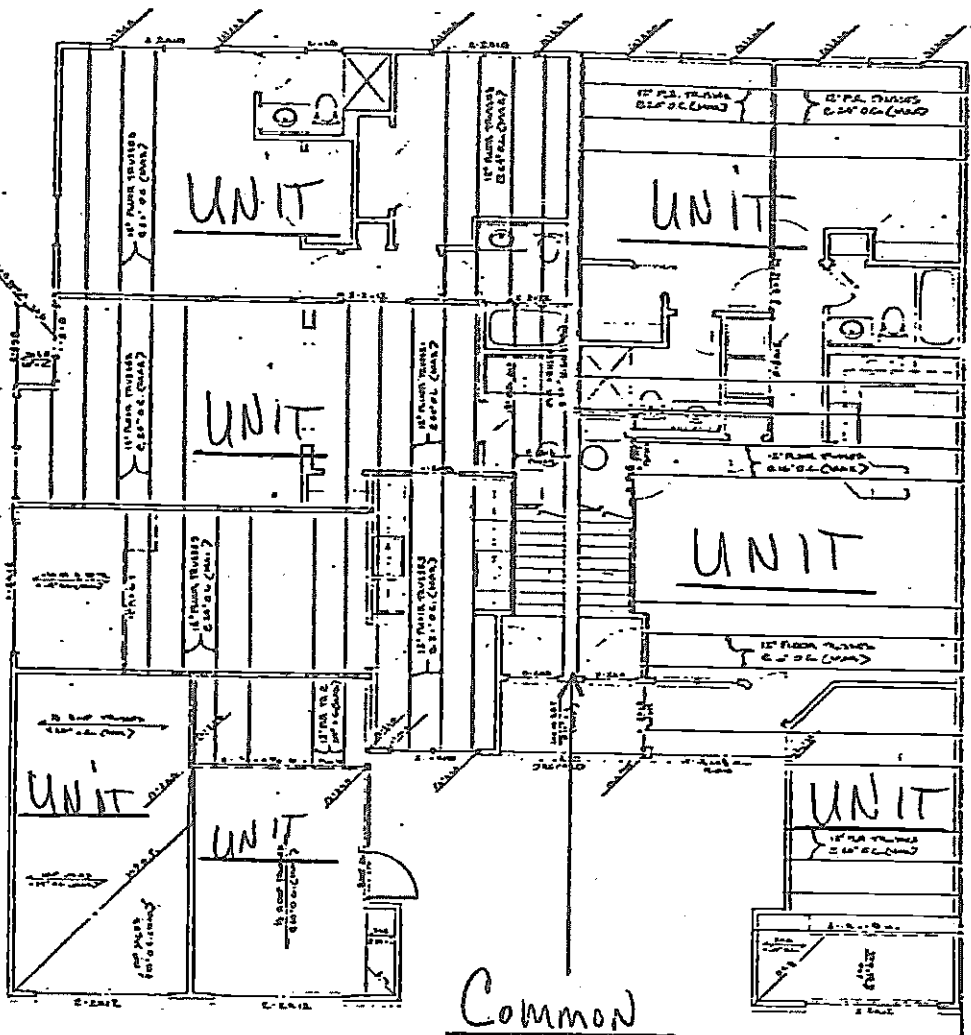
VARIATIONS

V0622-P0969



SUSSEX/ESSEX

V0622 P0970



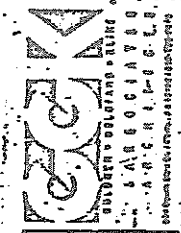
SUSSEX I

ESSEX I

2ND FLOOR FRAMING PLAN

V0622 P0971

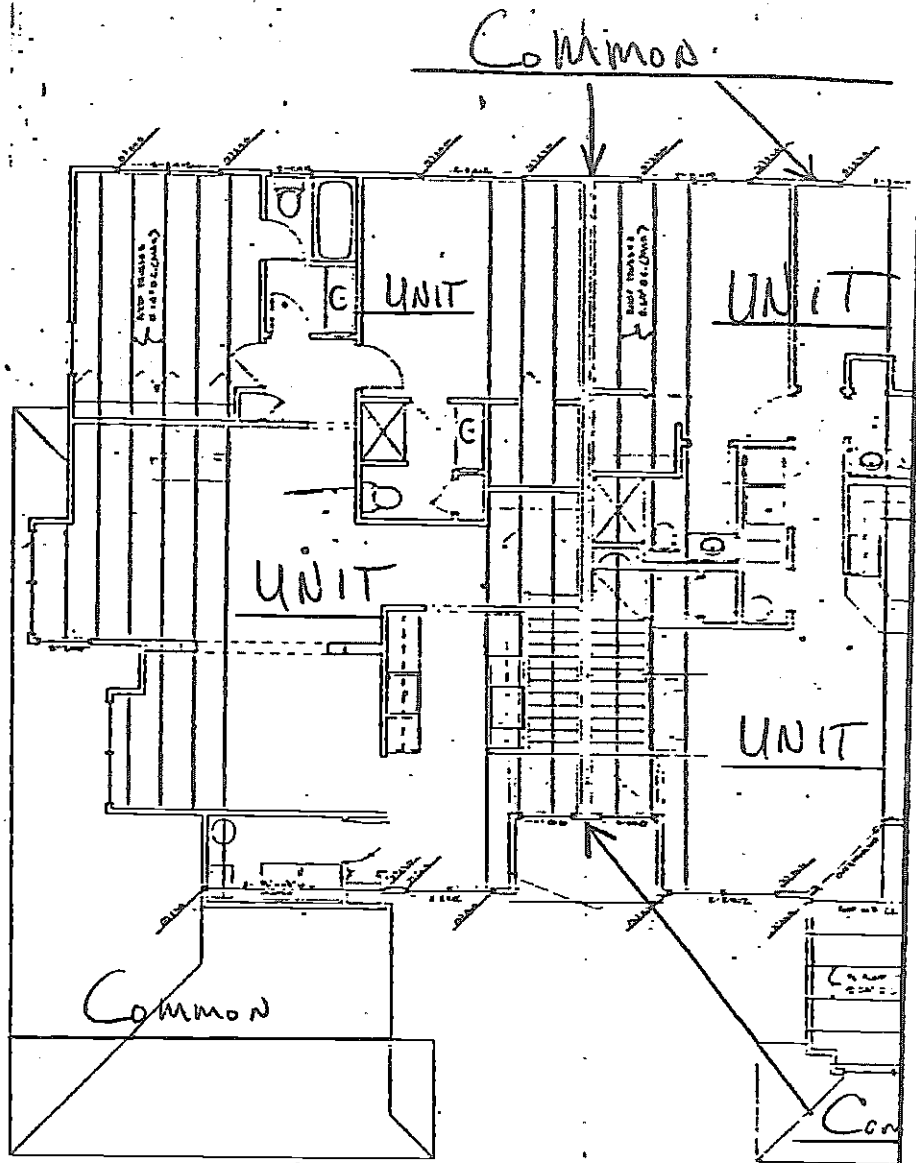
THE RIDINGS @ BROOKSIDE
 MACUNGIE BOROUGH
 LEHIGH COUNTY, PA.
 BROOKSIDE PARTNERS-DEVELOPERS



PROJECT NO. 99037, DRAWING NO. DATE: REVISED:



0.11:6 A necessary condition to complete the contract for supplies and other property rights in this plan. These plans do not constitute an offer to sell, nor do they constitute an offer to lease or a contract for sale of any part of the project. The drawings and specifications are not to be construed as a contract. The drawings are subject to change without notice. The drawings are not to be used for any other purpose without the express written permission of O.M.A. Architects. The drawings are not to be used for any other purpose without the express written permission of O.M.A. Architects. Please refer to A.A.R.C.H.I. for details.

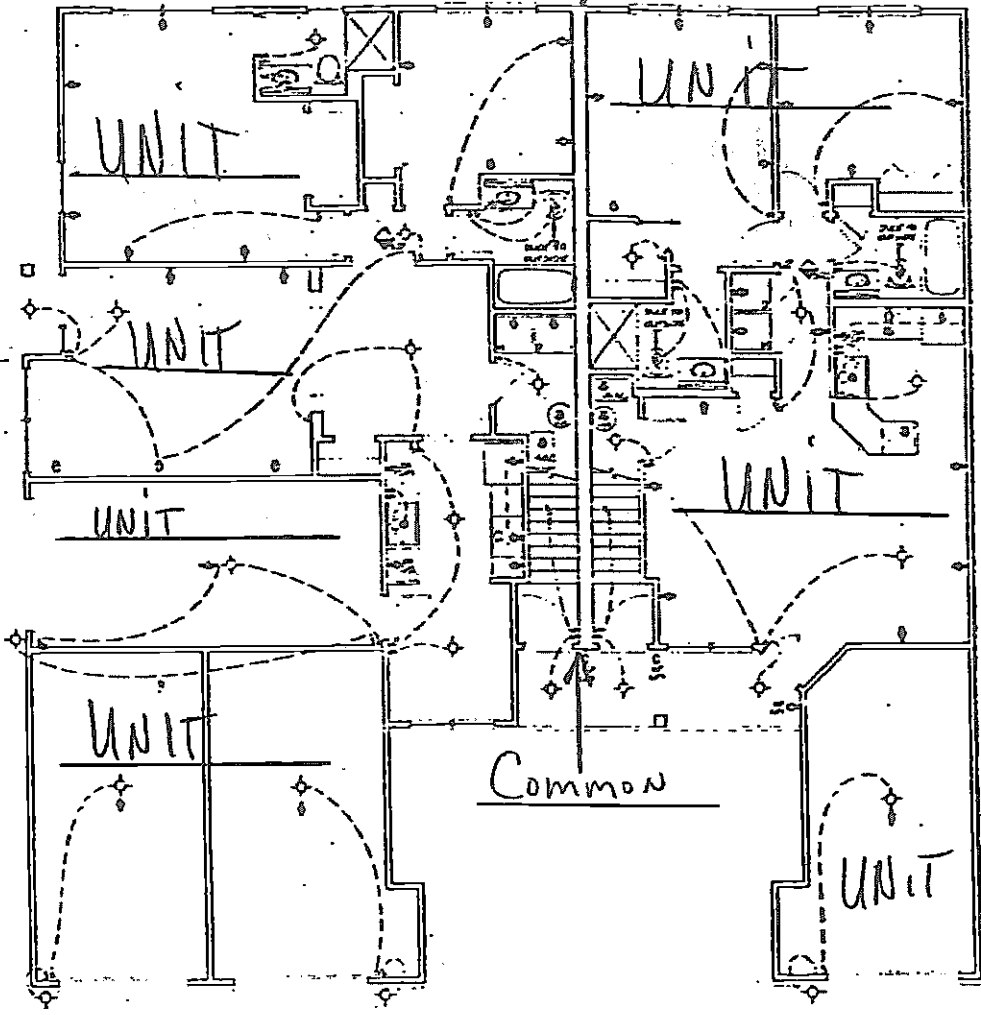


ROOF FRAMING PLAN

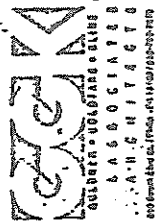
V0622 P0972

STRUCTURAL: SUSSEX 01.1964

Common ELEMENT



FIRST FLOOR



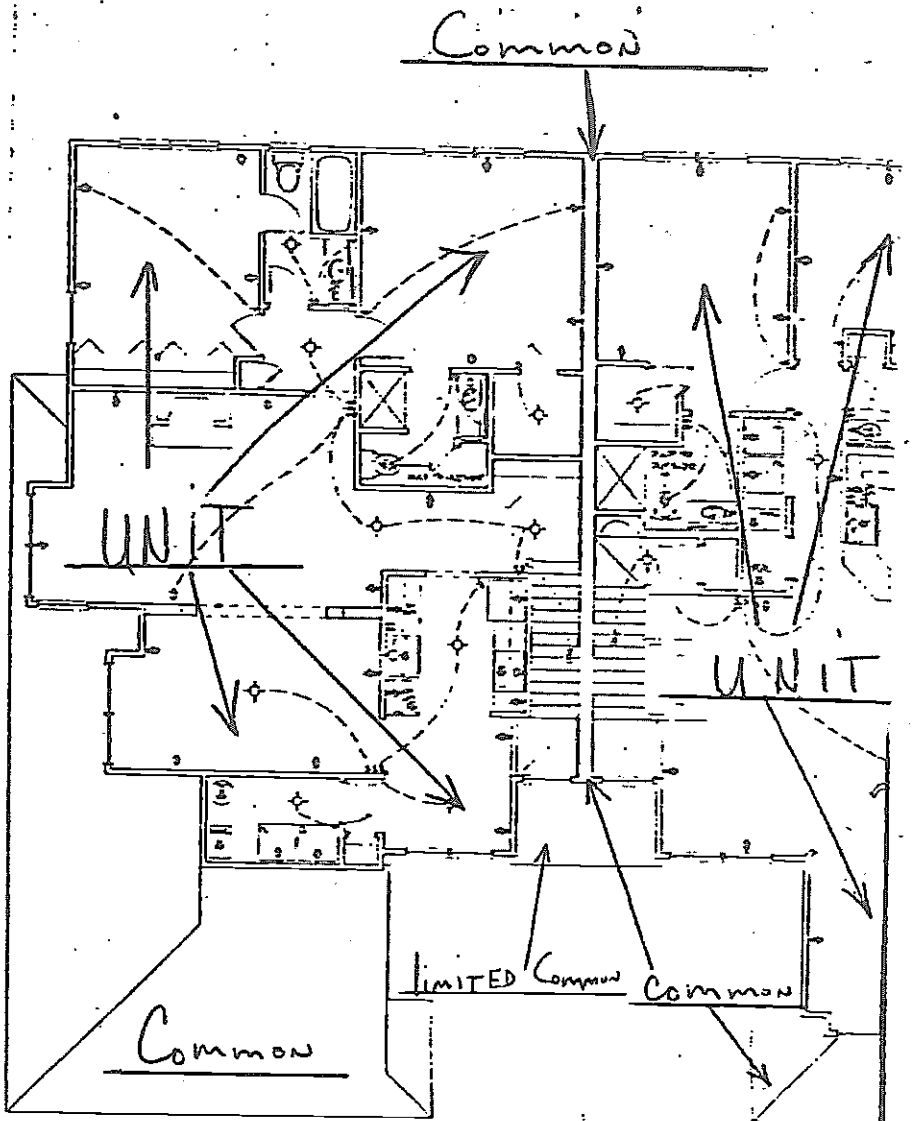
THE RIDINGS @ BROOKSIDE
 MACUNGIE BOROUGH
 LEHIGH COUNTY, PA.
 BROOKSIDE PARTNERS-DEVELOPERS

PROJECT	NO.	DATE
REVISION		

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ARCHITECTURAL PLANS

V0622 P0973



SECOND FLOOR

SUSSEX/ESSEX - E

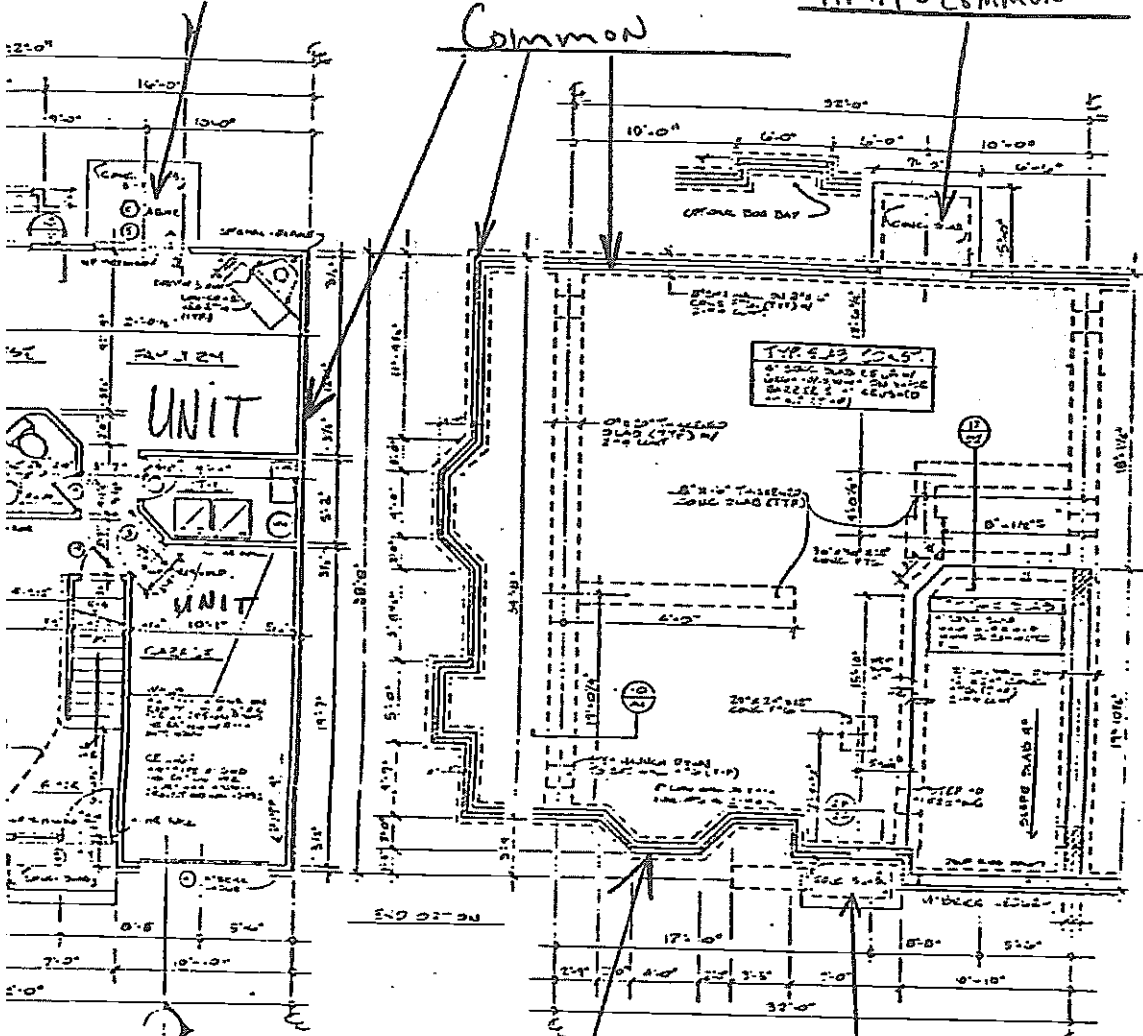
V0622' P0974

FACILITY NUMBER - 15.88

Unites Common

limited common

Common



NOTE: ALL steel shall be mill certified to yield requirements and designed to support live loading of 200 psf. Construction in all common areas shall be in accordance with the above. Details shall be approved by the architect. Steel reinforcement shall be furnished to the architect. Steel reinforcement is to be furnished to the architect. Steel reinforcement is to be furnished to the architect.

FOUNDATION PLAN/FIRST F.L. FRAMING

- Notes:
1. Party walls to be constructed in accordance with C.C.C. Title 26-011.
 2. Floorplan all ceiling, dropped ceilings, ducts, pipes, stairs, etc.

COMMON

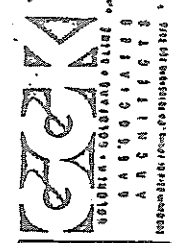
LIMITED Common

THE RIDINGS @ BROOKSIDE
 MACUNGIE BOROUGH
 LEHIGH COUNTY, PA.
 BROOKSIDE PARTNERS-DEVELOPERS

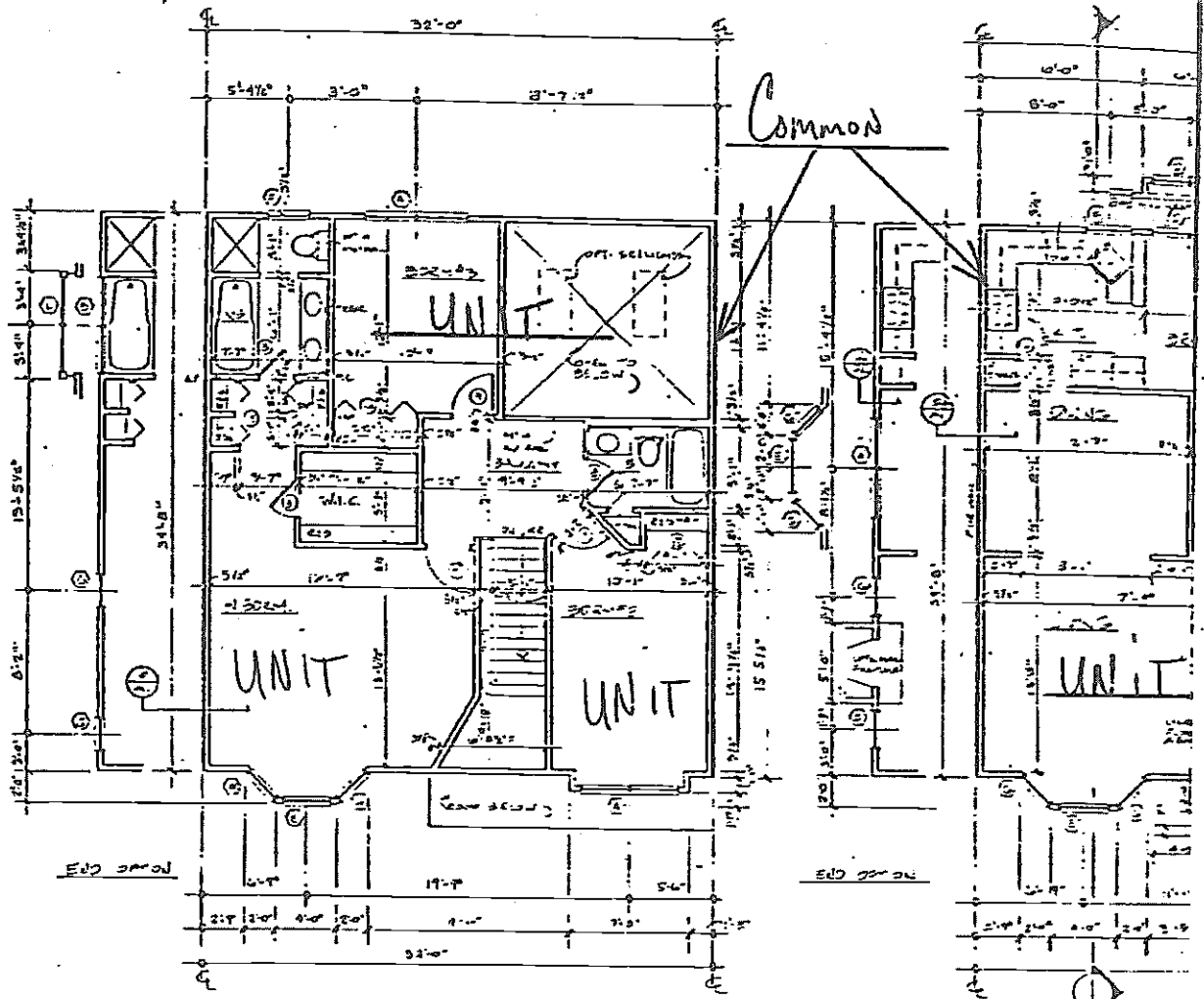
PROJECT NO.	DATE
REVISION	DATE

SUB
 A-9

V0622 P0975



OAK & ASSOCIATES ARCHITECTS is not responsible for the construction of the building. The architect is responsible for the design and construction of the building. The architect is not responsible for the construction of the building. The architect is not responsible for the construction of the building.



SECOND FLOOR 2AU

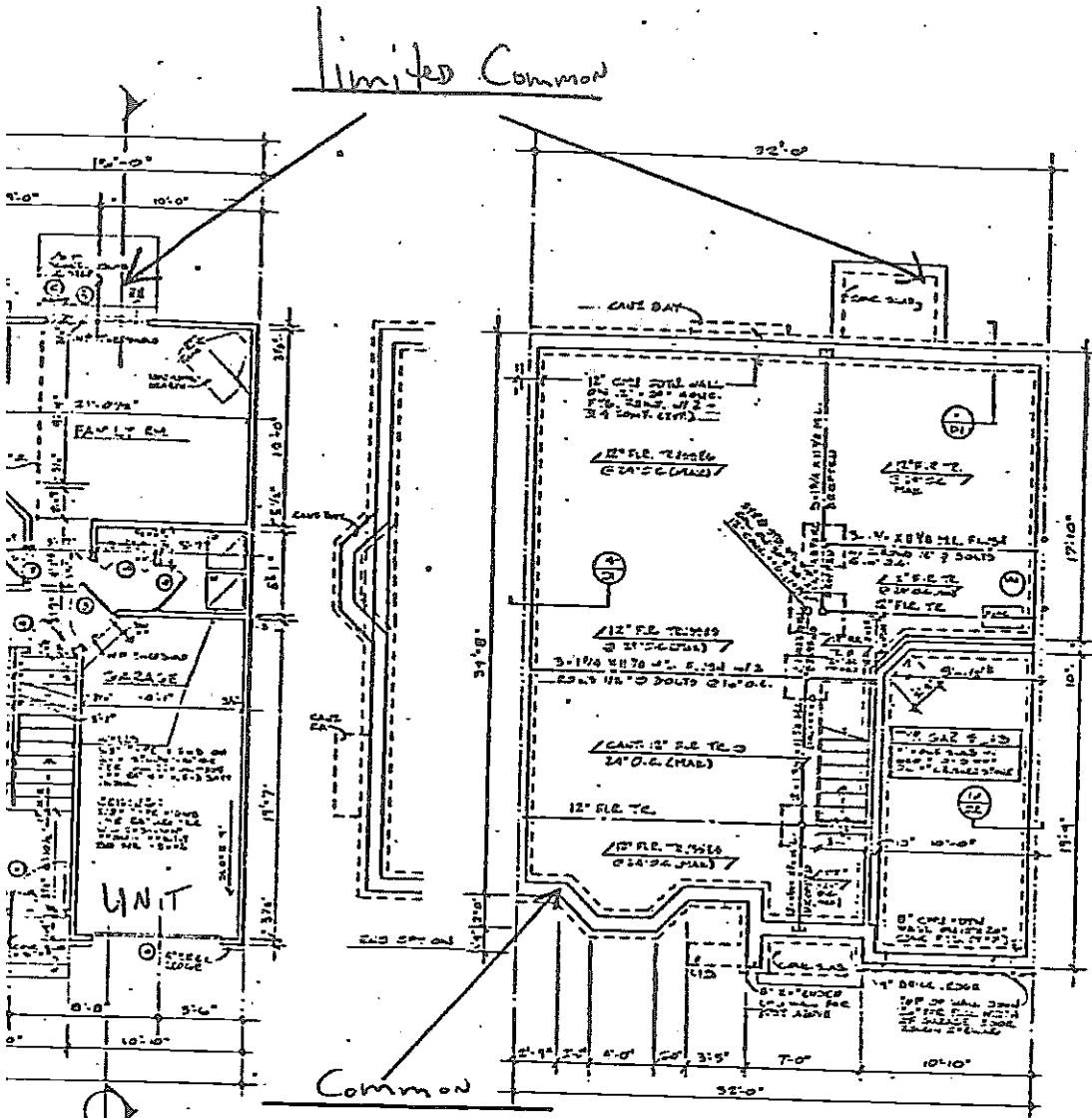
FIRST FLOOR R

BENTLEY

BENTLEY

Scale 1/8" = 1'-0"

V0622 P0976



Limited Common

Common

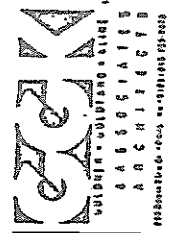
BASEMENT PLAN / FIRST FLR. FRAMING

Notes:
 1. Steel shall be mill finished to final measurements and developed to support jacking loading of 100 psi.
 2. Discrepancies in wall dimensions built, that the "cast" fabricator must work to, from those shown on drawings, shall be reported to the architect for resolution. Shop drawings shall be submitted to the architect for approval. Steel fabricator is responsible for compliance of steel design to local code requirements.

- Notes:
1. Party walls to be constructed in accordance with U.S.C. Title 24 905 & BOCA 101 21-22
 2. Firestop all soffits, dropped ceilings, ducts, pipes, stairs, etc.

ENT

V0622 P0977

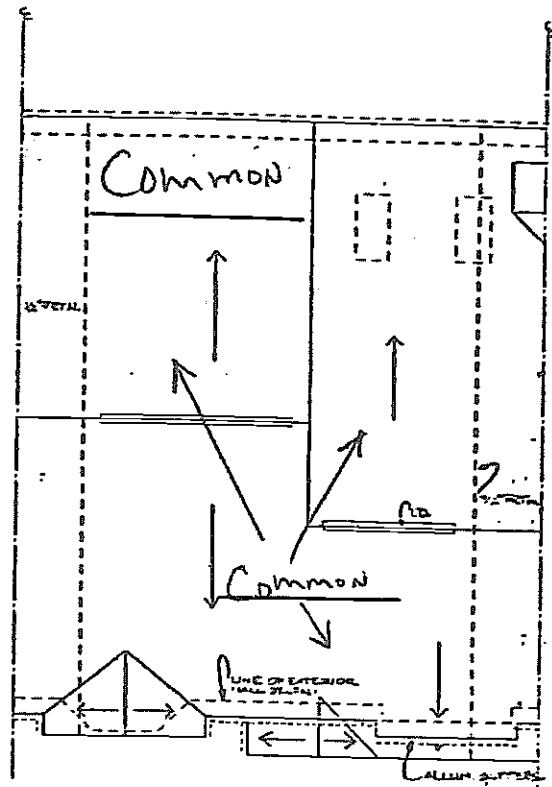


**THE RIDINGS (P) BROOKSIDE
 MACUNGIE BOROUGH
 LEHIGH COUNTY, PA.
 BROOKSIDE PARTNERS-DEVELOPERS**

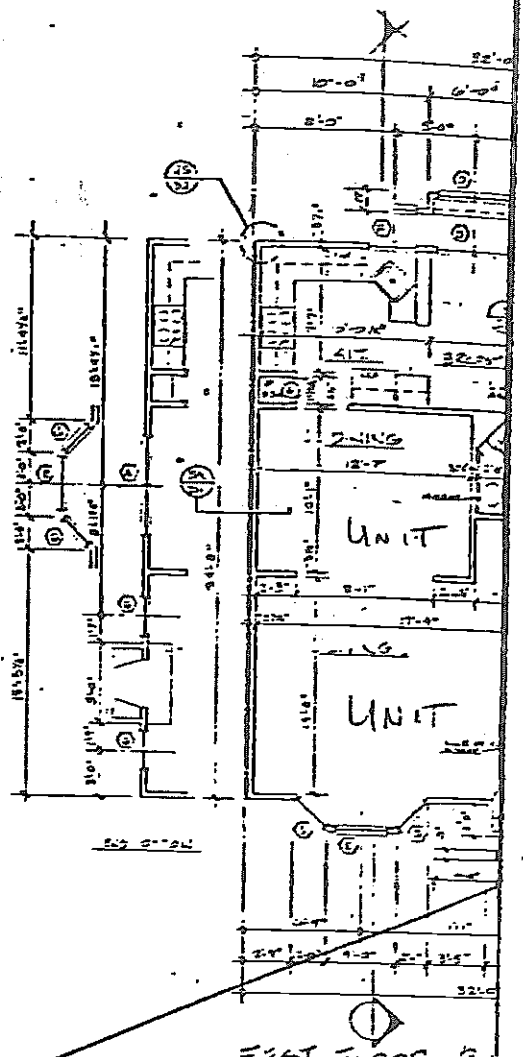
PROJECT NO. 00033. DRAWN BY: _____ DATE: _____
 REVISION: _____ DATE: _____

CSMT
 A-10

Civil & Architectural Engineers, Inc. 1000 North 10th Street, Suite 1000, Lehigh Valley, PA 18001
 610-781-1111
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ROOF PLAN

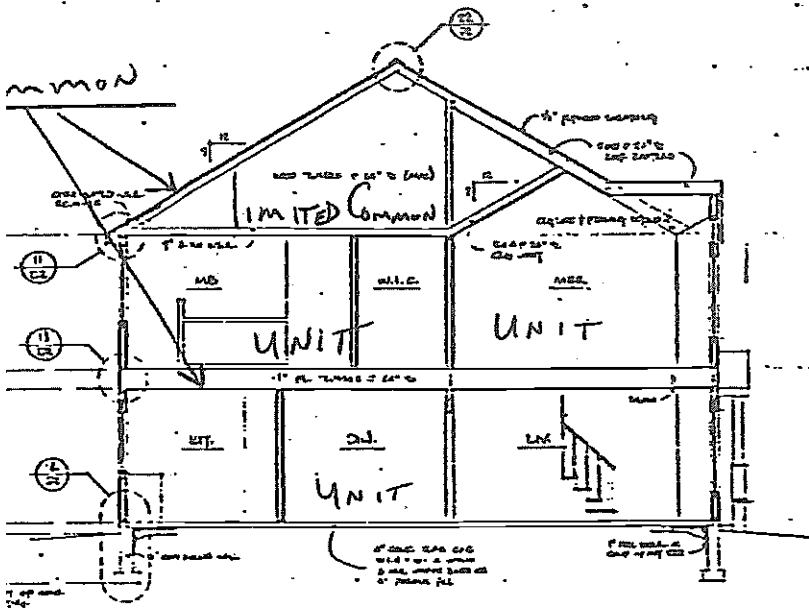


limited Common

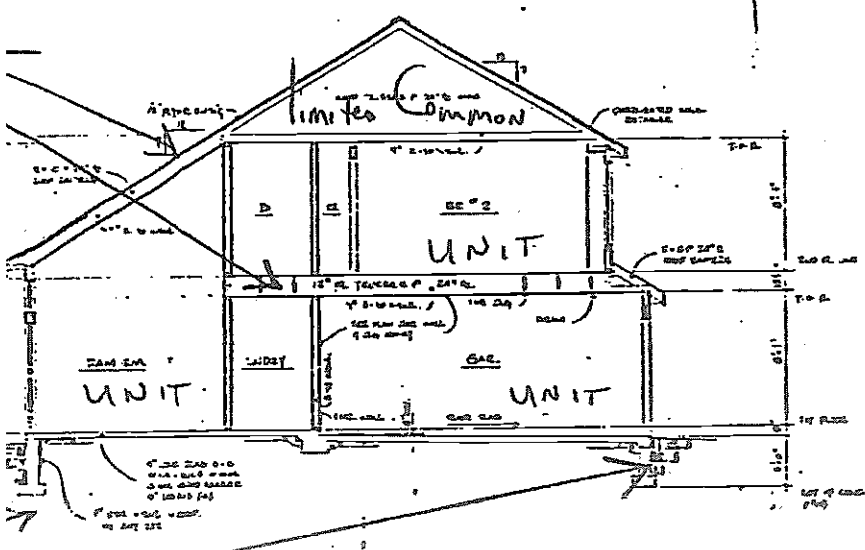
FRST FLOOR

BENTLEY W/3AS

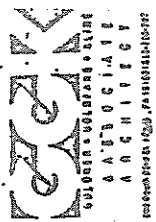
SC 1/4" = 1'-0"



2 SECTION



3 SECTION
BENTLEY - UNIT SECTIONS
V0622 P0979



THE RIDINGS @ BROOKSIDE
MACUNGIE BOROUGH
LEHIGH COUNTY, PA.

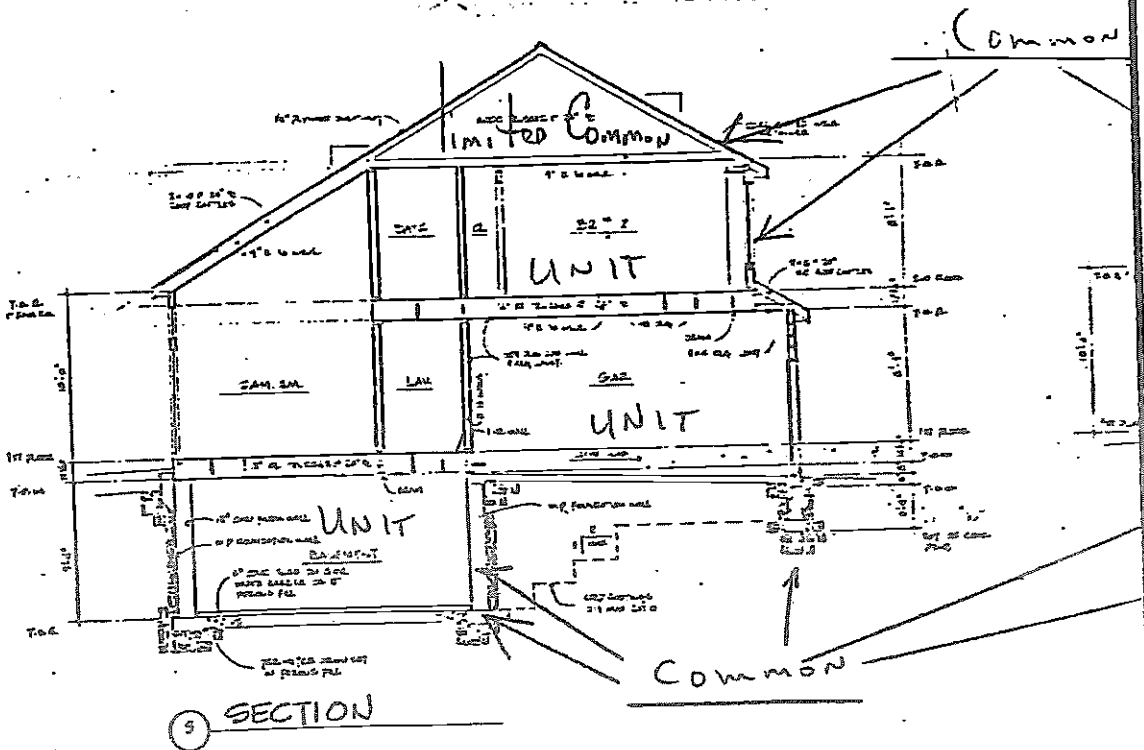
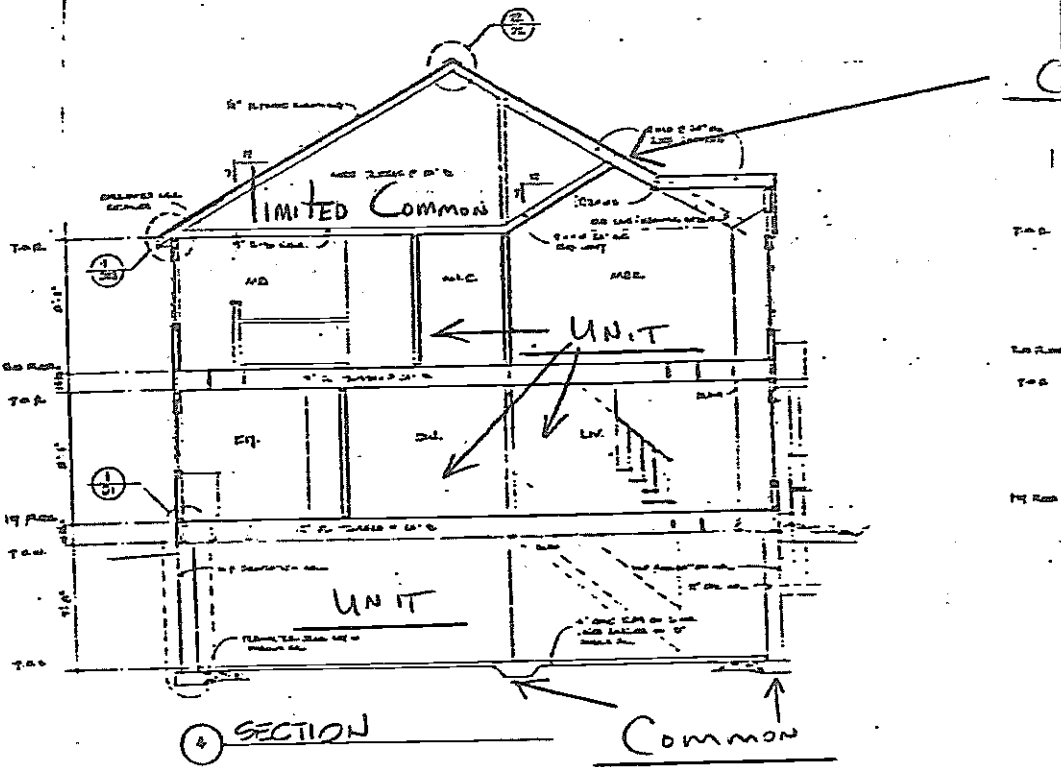
BROOKSIDE PARTNERS-DEVELOPERS

PROJECT: THE RIDINGS @ BROOKSIDE, PHASE 1, UNIT 101
DESIGNER: GORR & ASSOCIATES ARCHITECTS
DATE: 10/15/2010

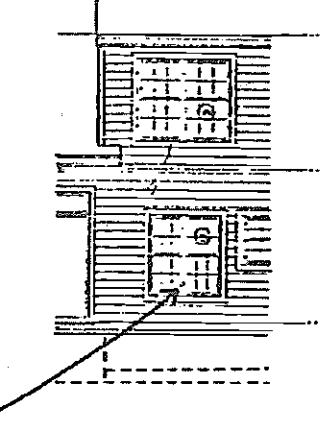
GORR & ASSOCIATES ARCHITECTS
1000 MARKET STREET, SUITE 200
PHILADELPHIA, PA 19106
TEL: 215-562-1000
WWW.GORRARCHITECTS.COM

A-11

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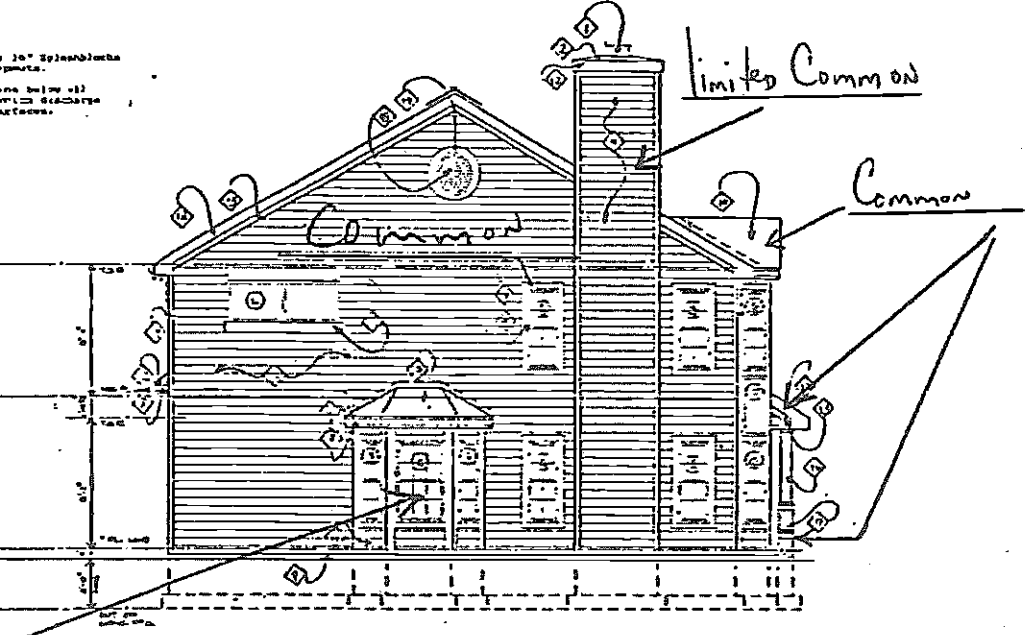


V0622.P0980



REAR

3 1/2" Splinterblock
panels.
no trim or
mudflashes
allowed.



SIDE W/ OPTIONS

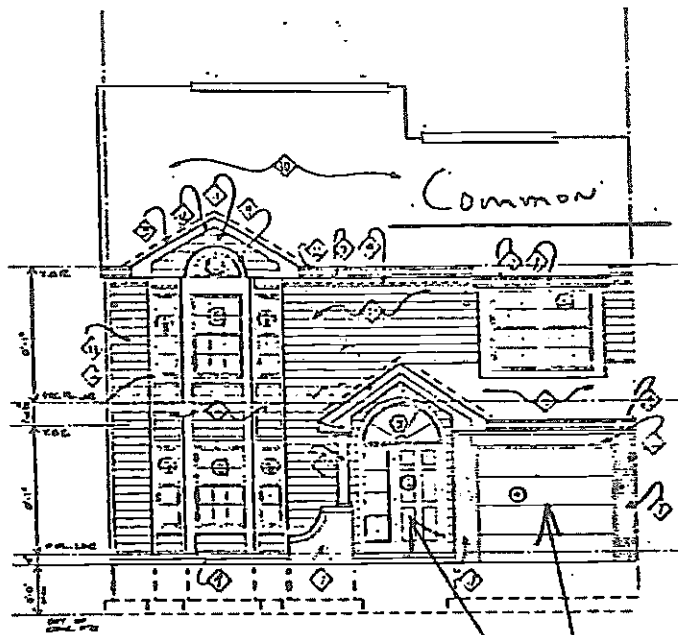
K&K
K&K ARCHITECTURE
200 Belmont Street, Fort Mill, SC 29508

PROJECT: _____
REVISION: _____

THE RIDINGS @ BROOKSIDE
MAGUNGIE BOROUGH
LEHIGH COUNTY, PA.
BROOKSIDE PARTNERS-DEVELOPERS

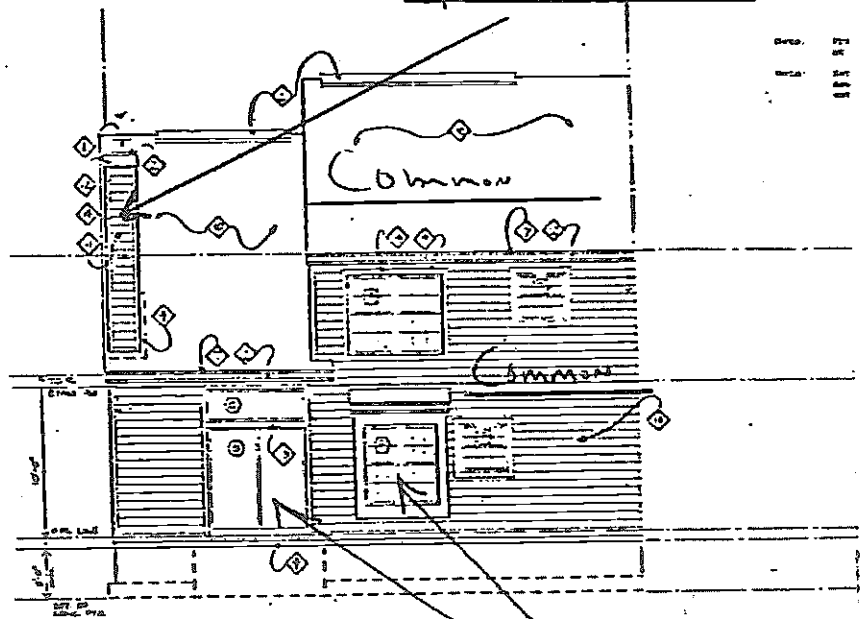
PROJECT: RO 00033, JUN 07/11 ST. DATE: _____
REVISION: _____ DATE: _____

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FRONT

limited Common

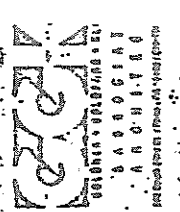
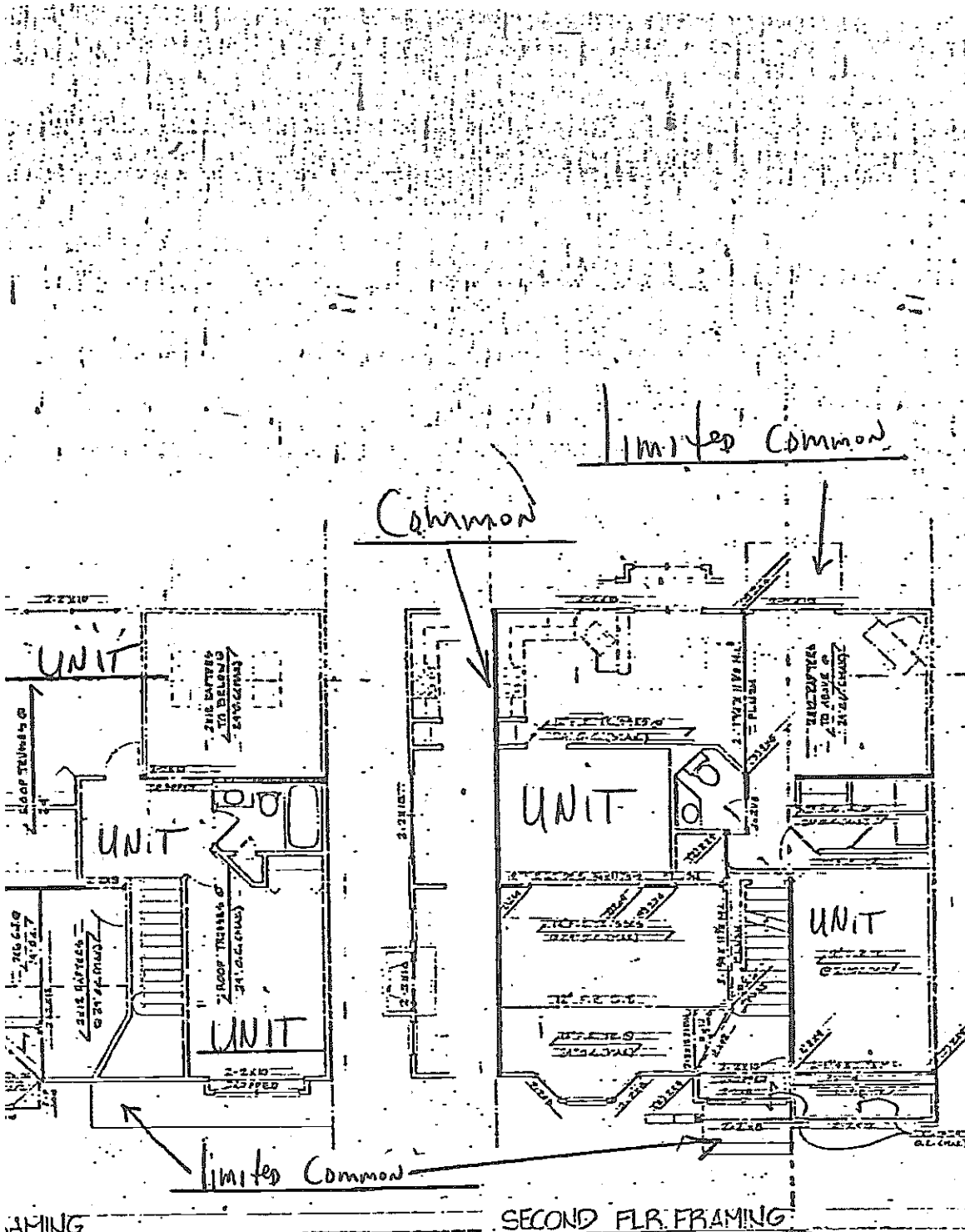


REAR W/ OPTION BOX BAY

limited Common

BENTLEY - ELE

V0622 + 0982



REGISTERED ARCHITECT
 PROFESSIONAL SEAL

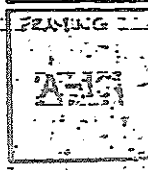
THE RIDINGS @ BROOKSIDE
 MACUNGIE BOROUGH
 LEHIGH COUNTY, PA.
 BROOKSIDE PARTNERS-DEVELOPERS

PROJECT NO.	DATE
REVISION	DATE

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BENTLEY

V0622 P0983



REGISTERED PROFESSIONAL ENGINEER
 PROFESSIONAL SEAL

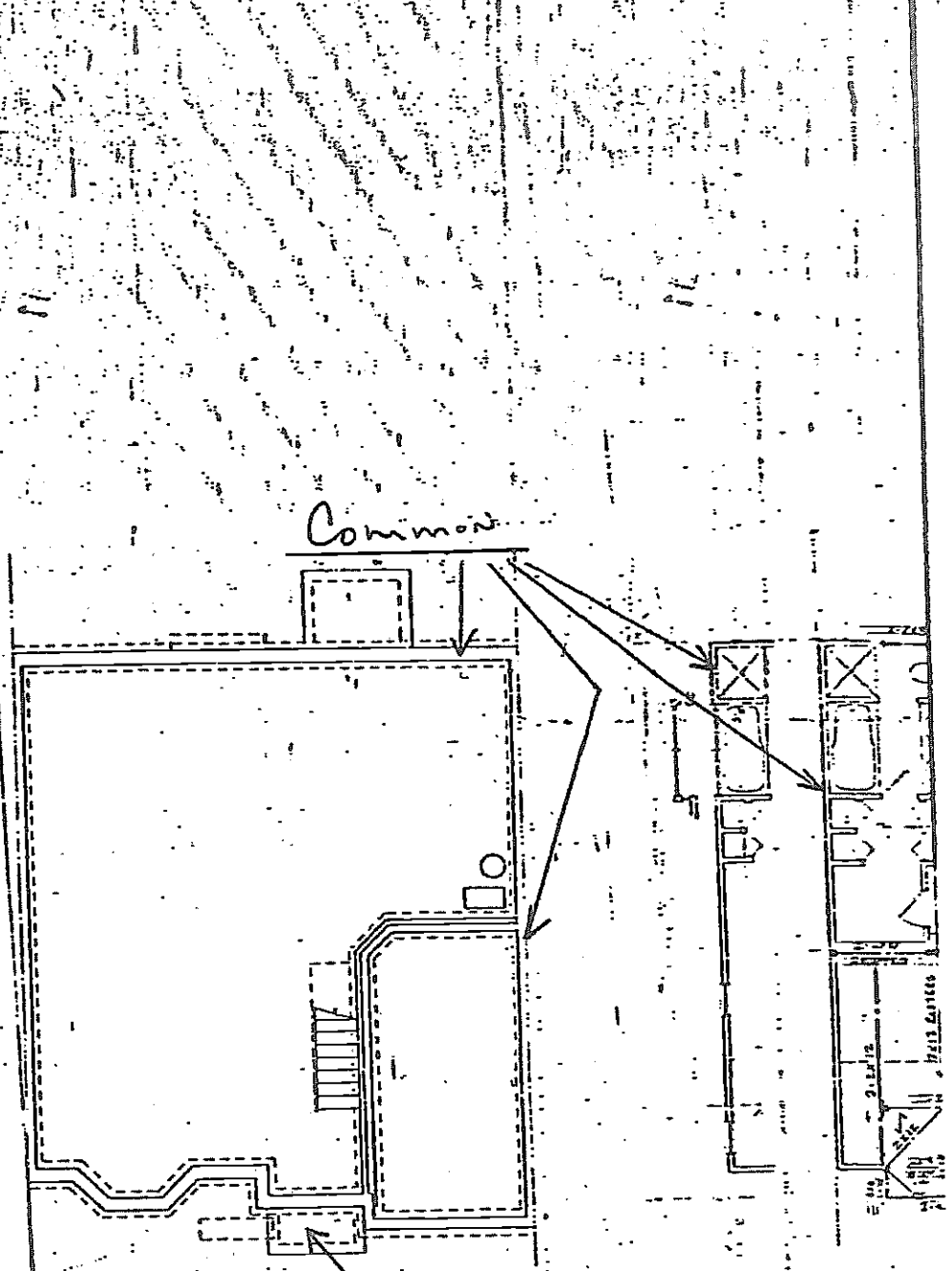
STAIRS - STRUCTURE

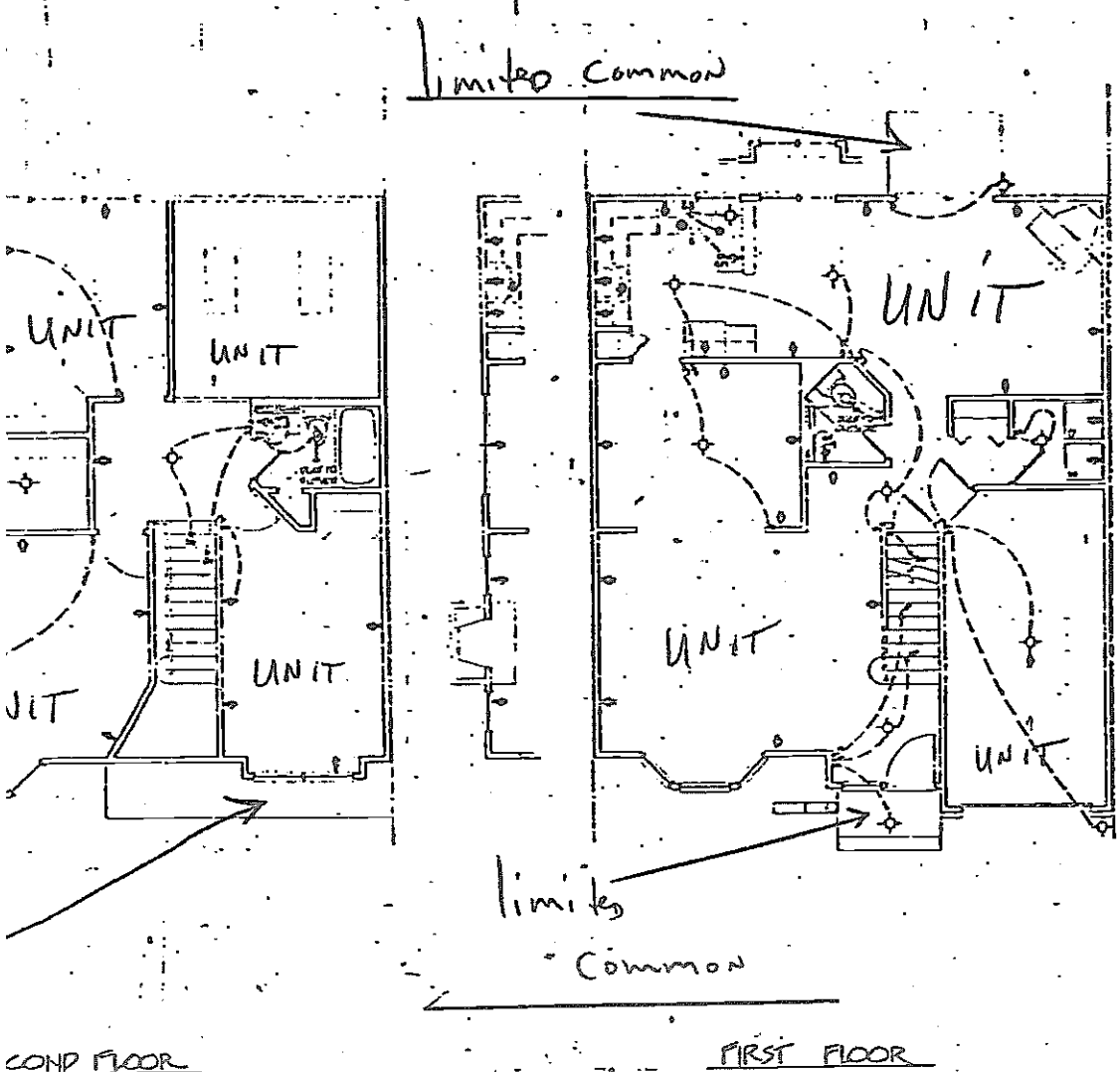
Common

limited Common

ROOF

V0622 P0984





COND FLOOR

FIRST FLOOR

ARCHITECTURAL PLANS
SCALE: 1/8" = 1'-0"

V0622 P0985

FOCUS
COLLETTI BOLEFANT & HARRIS
ARCHITECTS
1000 BROADWAY, SUITE 2000
NEW YORK, NY 10018

PROJECT NO. 00033 DRAWING NO. 101

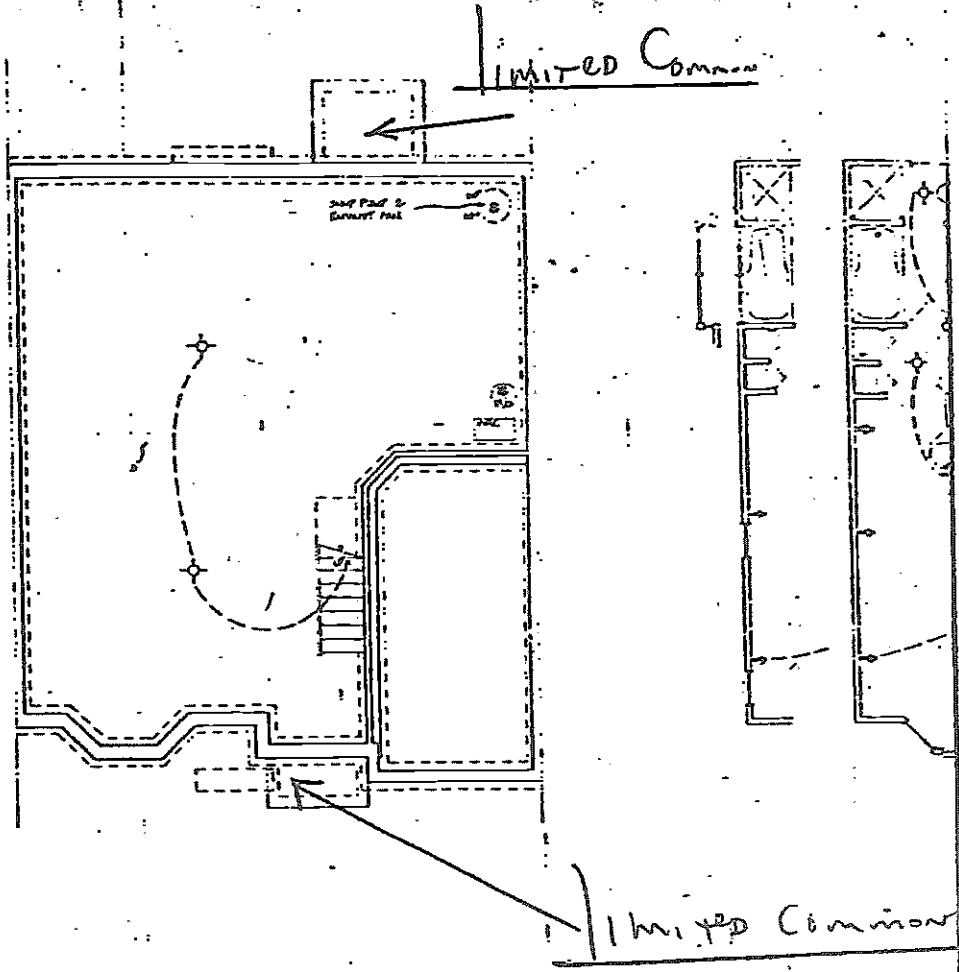
THE RIDINGS @ BROOKSIDE
MACUNGIE BOROUGH
LEHIGH COUNTY, PA.
BROOKSIDE PARTNERS-DEVELOPERS

DATE: _____ DATE: _____
BY: _____ BY: _____

PROJECT NO. 00033 DRAWING NO. 101

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ELECTRICAL - BENTLEY

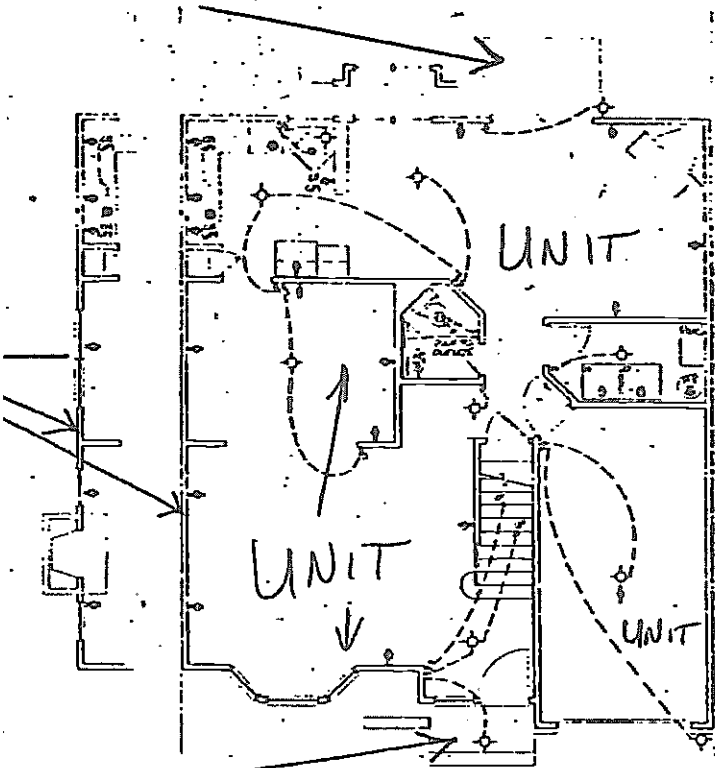


BASEMENT FLOOR

BENTLEY - ELE

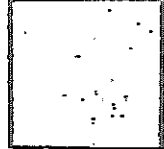
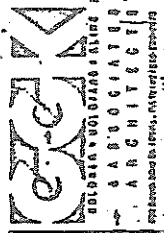
V0622 P0986

Unites Commpra



FIRST FLOOR

V-0622 P-0987

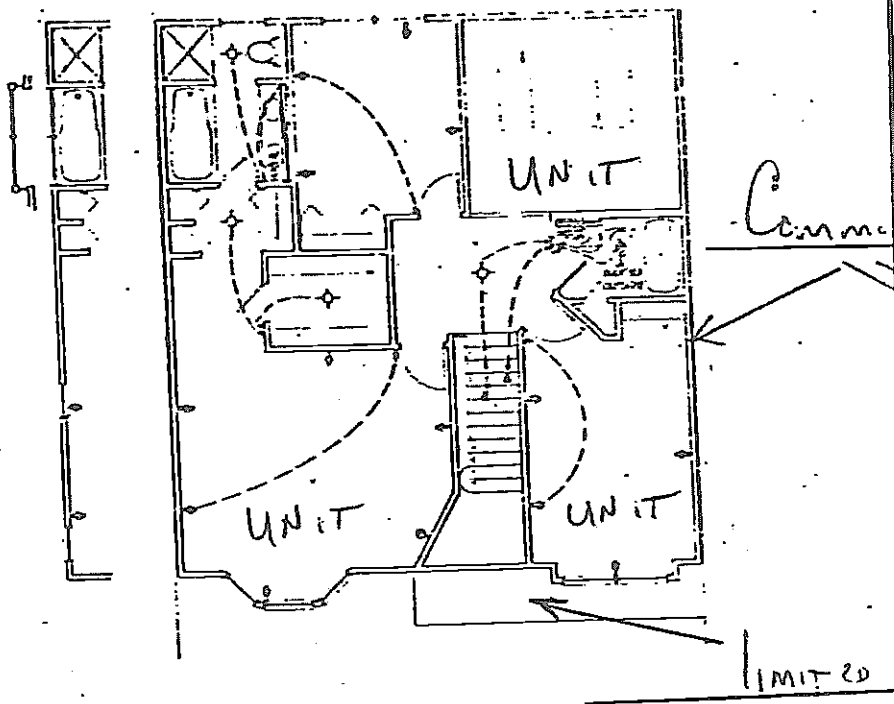


THE RIDINGS @ BROOKSIDE
 MACUNGIE BOROUGH
 LEHIGH COUNTY, PA.
 BROOKSIDE PARTNERS-DEVELOPERS

PROJECT NO.	DATE

CCMA
 CENTRAL COUNTIES MANUFACTURERS ASSOCIATION

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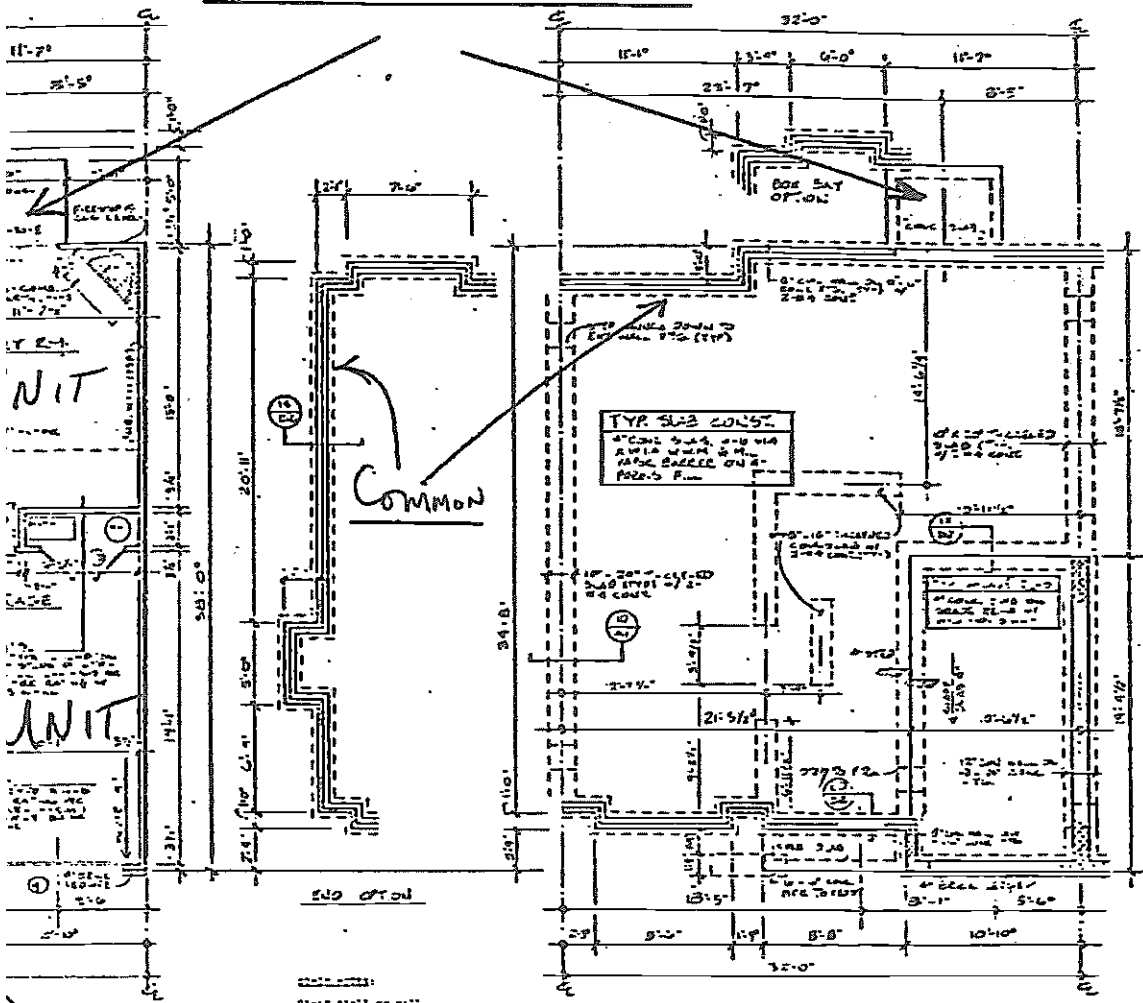


SECOND FLOOR

REFACTORY UNIT 1

V0622 P0988

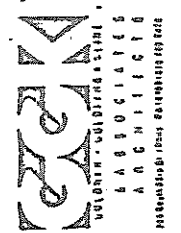
limited Common



FOUNDATION PLAN / FIRST FLOOR FRAMING

NOTES:
 1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 2. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
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 9. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 10. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.

- NOTES:
1. Verify walls to be constructed in accordance with S.A.C. Section 14.01 & 14.02.
 2. Place all soffits, dropped ceilings, ducts, pipes, stairs, etc.



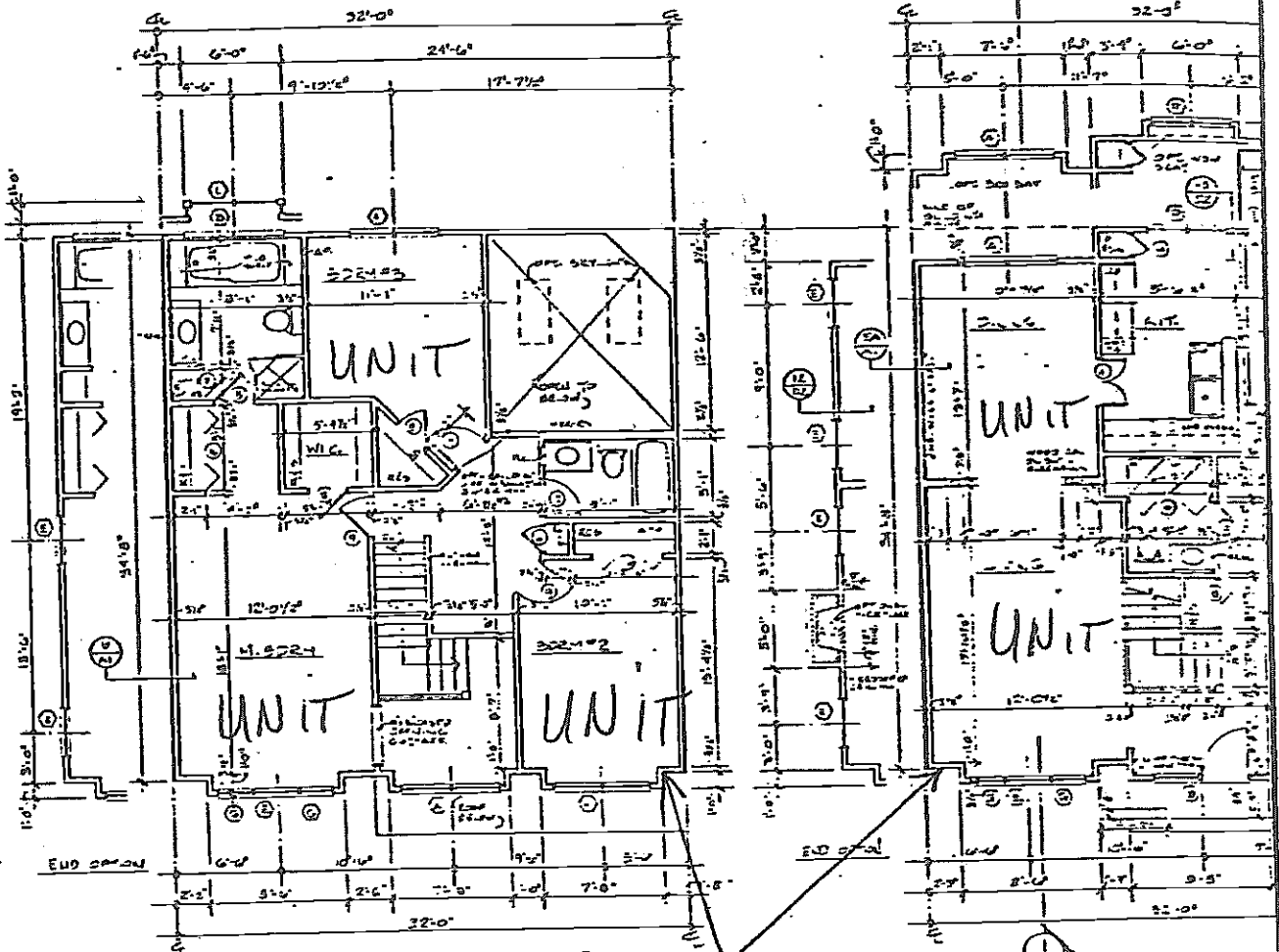
PROJECT NO 80033, DRAWN BY: [blank] DATE: [blank]
 REVISION: [blank]
THE RIDINGS (P) BROOKSIDE
MACUNGIE BOROUGH
LEHIGH COUNTY, PA.
BROOKSIDE PARTNERS-DEVELOPERS

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NO.	DATE	DESCRIPTION

A-16

V0622 P0989



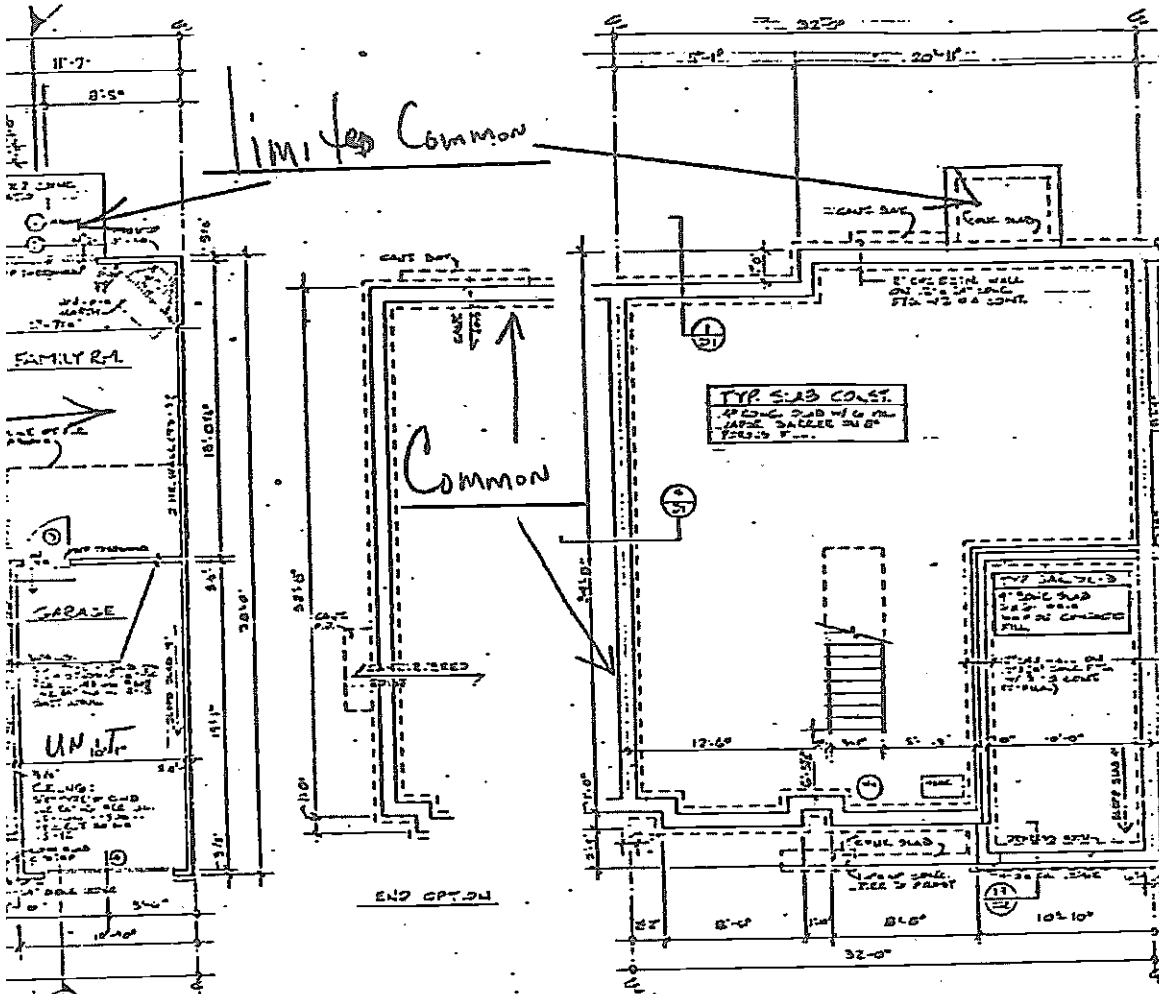
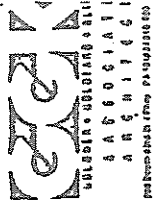
SECOND FLOOR PLAN

Common

FIRST FLOOR PLAN

BRIGHTON
SCALE: 1/8" = 1'-0"

V0622 P0990



BASEMENT OPTION

STAIR NOTES:
 Stairs shall be pitted, finished to field measurements and designed to support live loading of its use. Specifications in well dimensions shall, that the state fabricator must refer to, from those shown on drawings, shall be reported to the architect in a separate shop drawings which be submitted to the architect for approval. Stair fabricator is responsible for compliance of stair design to local code requirements.

BASEMENT PLAN

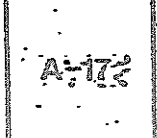
- Notes:
1. Party walls to be constructed in accordance with O.C.C. Order SA 993 & BOCA 90-100
 2. Finish all soffits, dropped ceiling, ducts, pipes, stairs, etc.

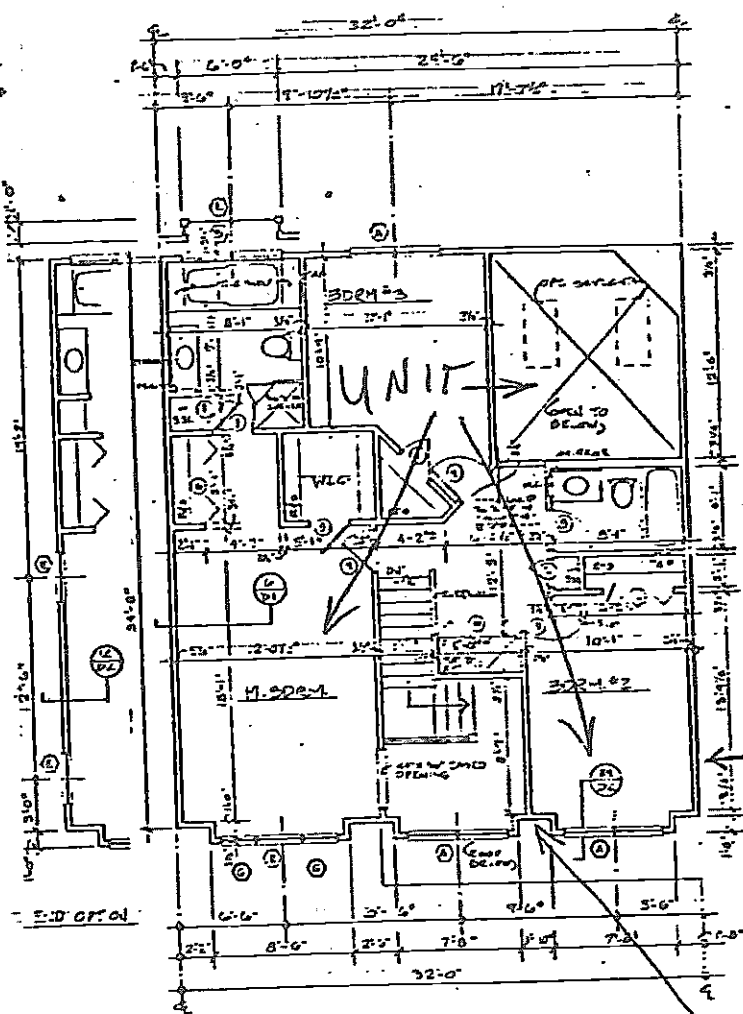
**THE RIDINGS (W) BROOKSIDE
 MACUNGIE BOROUGH
 LEHIGH COUNTY, PA.
 BROOKSIDE PARTNERS-DEVELOPERS**

PROJ. NO.	DATE	BY	REVISION
NO 00033	7/21/01	PL	

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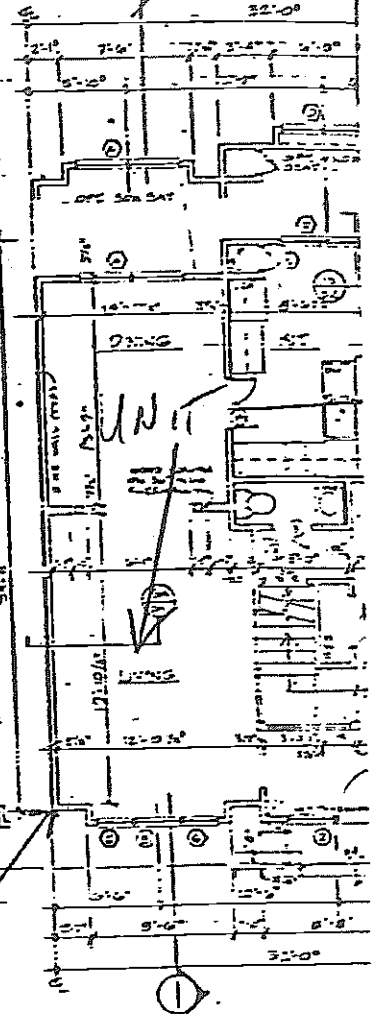
V0622-P0991





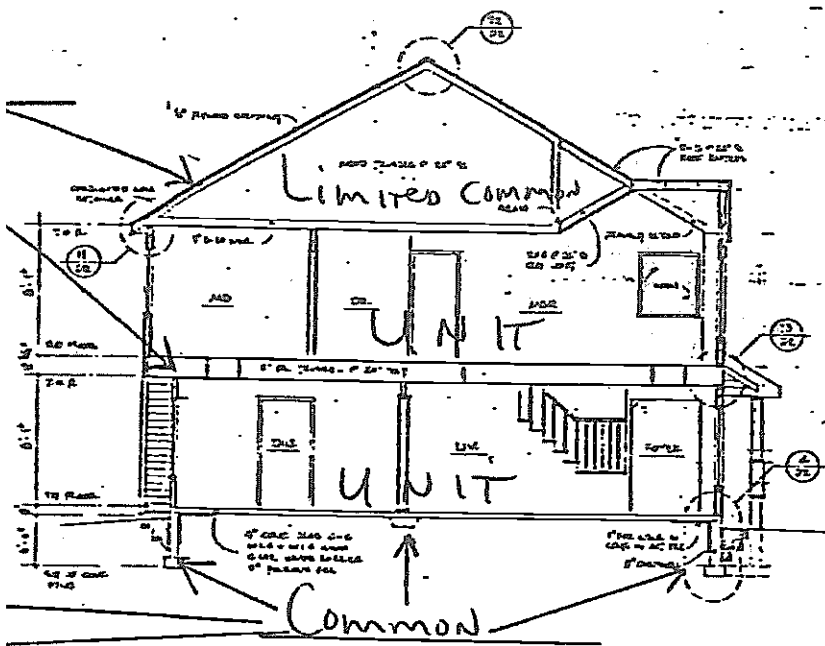
SECOND FLOOR PLAN

Common

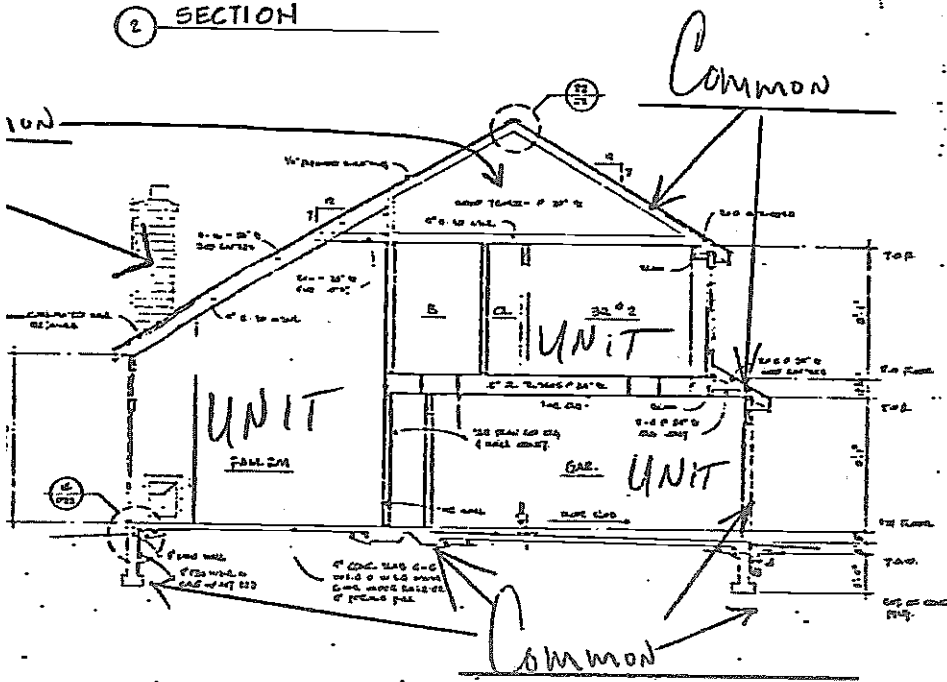


FIRST FLOOR PLAN

BRIGHTON
SCALE: 1/8" = 1'-0"



② SECTION

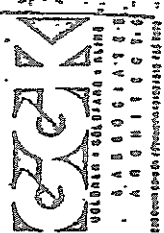


① SECTION

'BRIGHTON' - UNIT SECTIONS

SCALE: 1/8\"/>

VO622 P0993

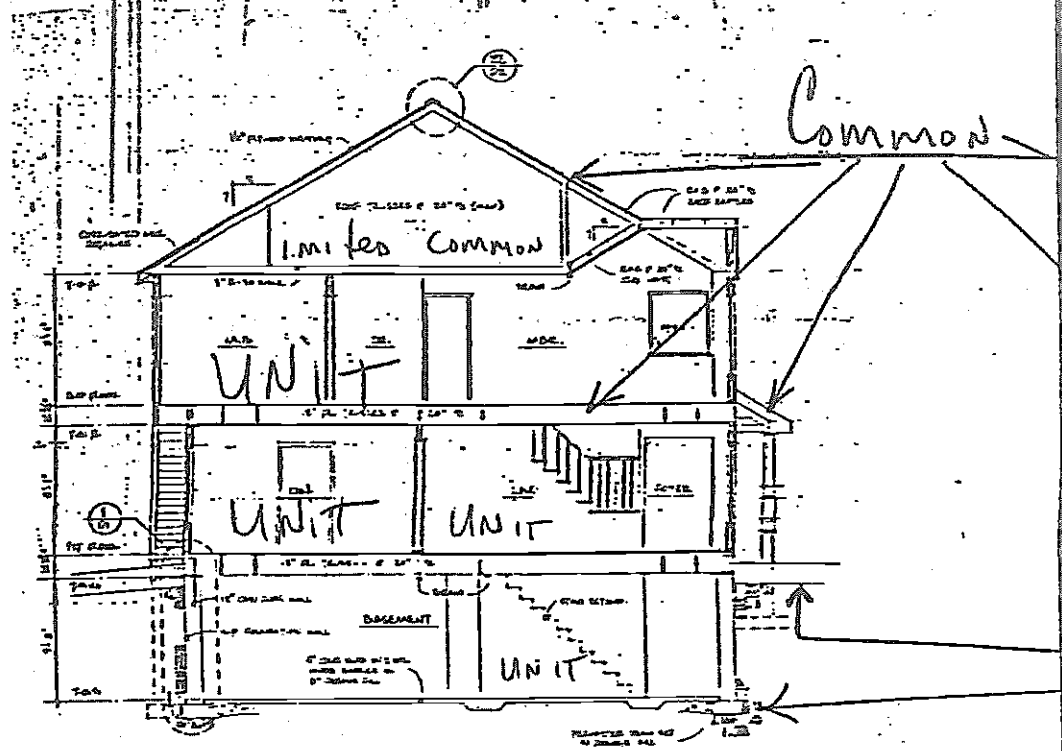


THE RIDINGS @ BROOKSIDE
MACUNGIE BOROUGH
LEHIGH COUNTY, PA.
BROOKSIDE PARTNERS-DEVELOPERS

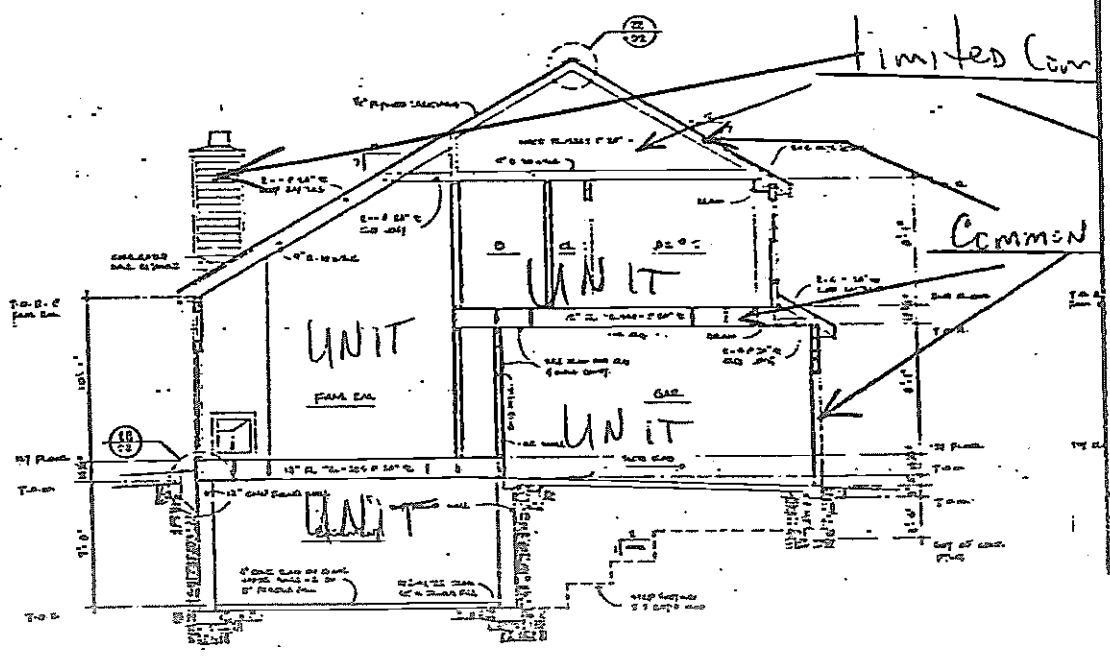
PROJECT: 2020 @ BROOKSIDE | DATE: 4/14/21
 SHEET: 1 OF 1



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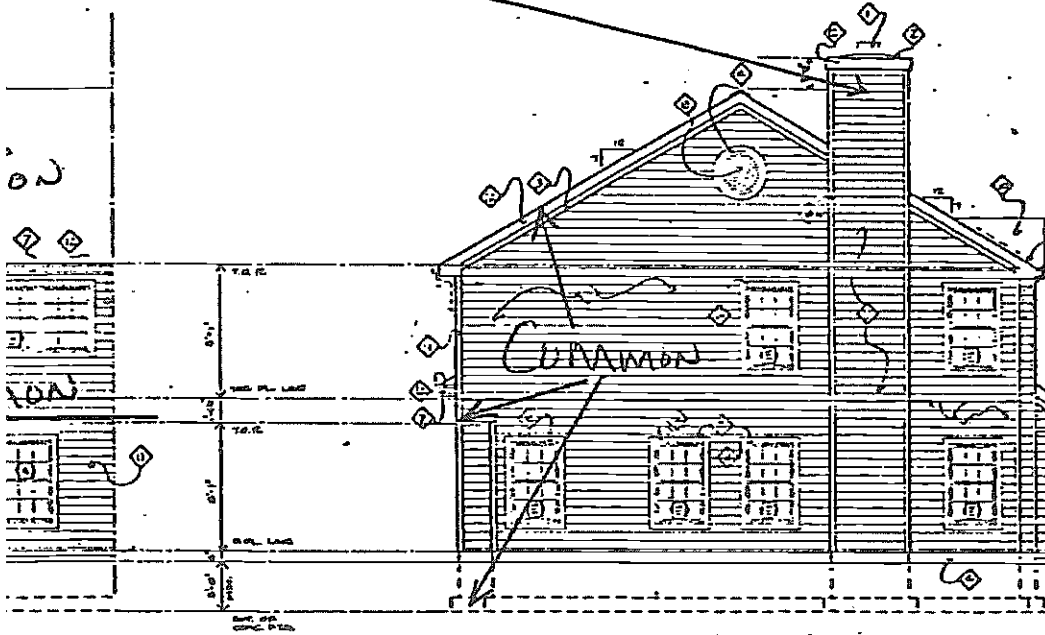
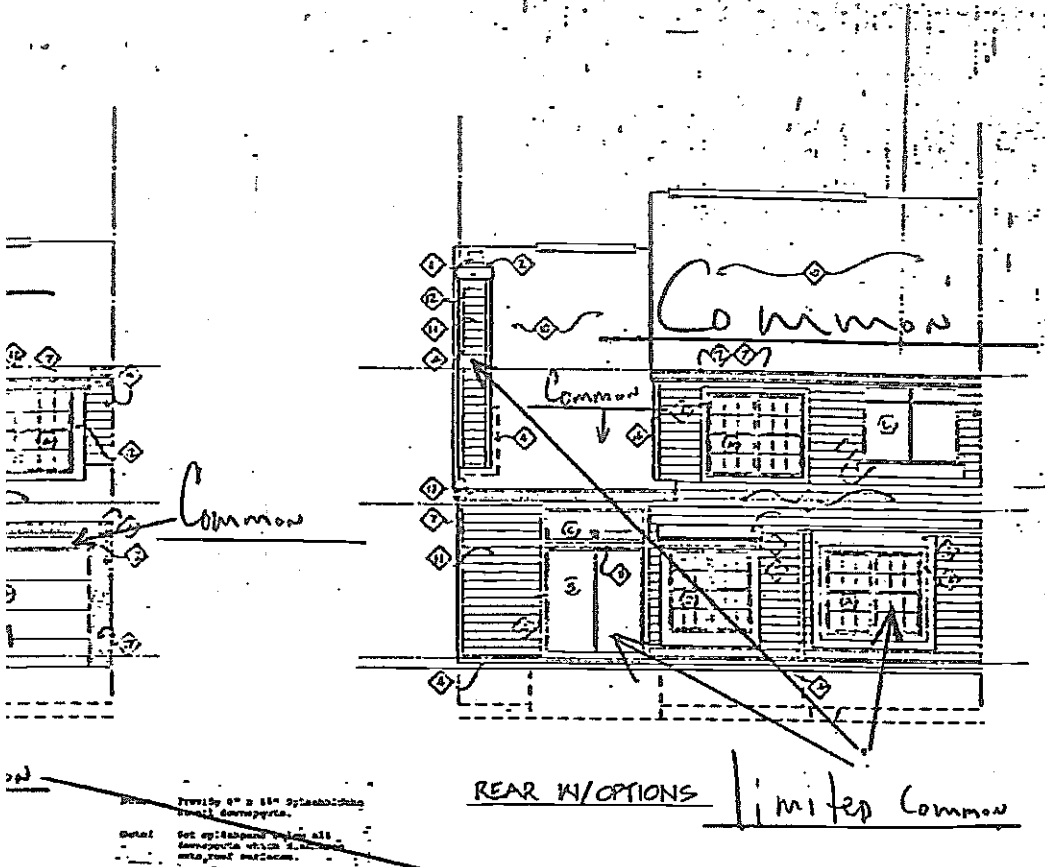


4 SECTION
of basement



3 SECTION
of basement

V0622 P0994



SIDE @ END LIMITS

VARIATIONS

V0622 P0995

CK
 COLLETT SOLITANO & ALLEN
 ASSOCIATES
 ARCHITECTS
 601 Bryan Road, Suite 100, Reston, VA 20190-1511

THE RIDINGS @ BROOKSIDE
 MACUNGIE BOROUGH
 LEHIGH COUNTY, PA.
 BROOKSIDE PARTNERS-DEVELOPERS

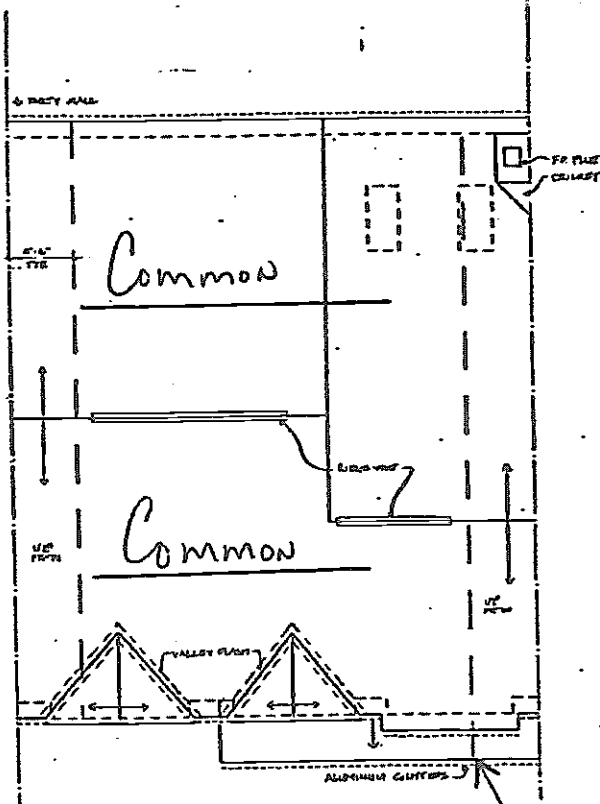
PROJECT NO. 000001 (DRAWN) DATE: 4/14/01
 REVISION: _____ DATE: _____

A-19

DATE: 4/14/01
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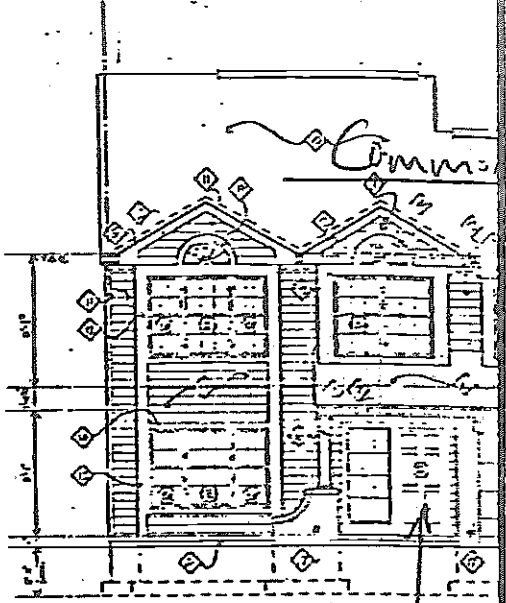
MATERIALS SCHEDULE

NO.	DESCRIPTION	QUANTITY	UNIT
1	SEVERED GIP & PLATE		
2	SPECIAL PLATE ENCLOSED GIP		
3	BLACK IRON		
4	PLASTER		
5	VALLEY PLASTER		
6	PLASTER AS FINISHED		
7	ROOFING & GUTTERS		
8	ROOFING HALF-RINGS		
9	CHICKEN		
10	ROOFING SHINGLES		
11	4" MULTIGRADE SIDING		
12	TRIM		
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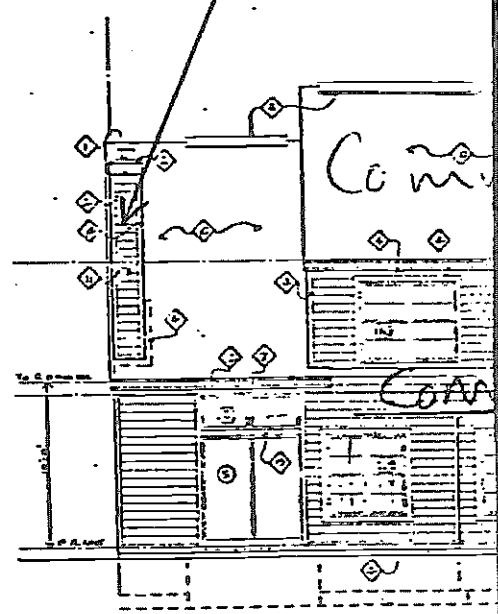
ROOF PLAN

Common



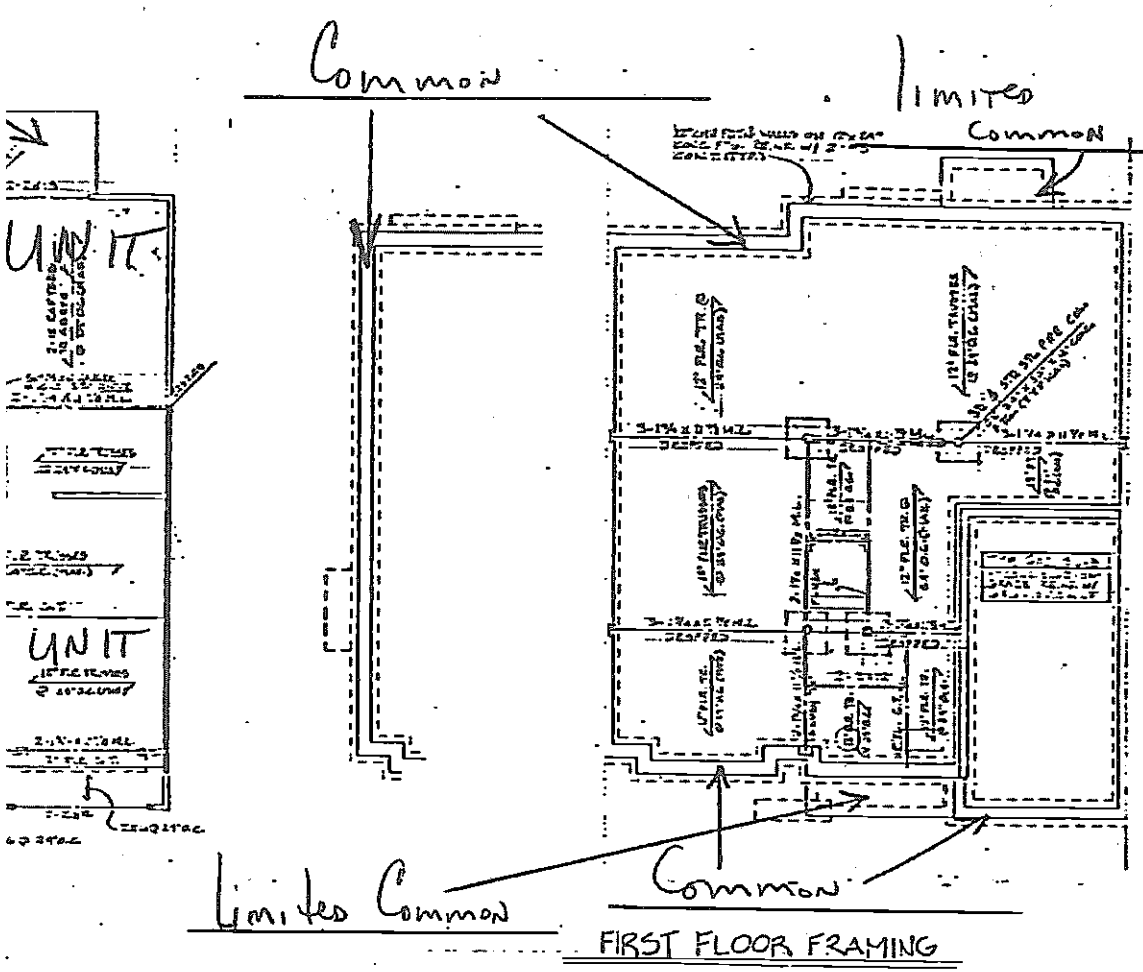
FRONT

Limited Com



REAR

Common



Common

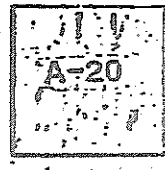
Limited Common

Limited Common

Common
FIRST FLOOR FRAMING

THE RIDINGS @ BROOKSIDE
 MACUNGIE BOROUGH
 LEHIGH COUNTY, PA.
 BROOKSIDE PARTNERS-DEVELOPERS

PROPERTY NO. _____ DATE OF SALE _____
 DIVISION _____ SALE _____

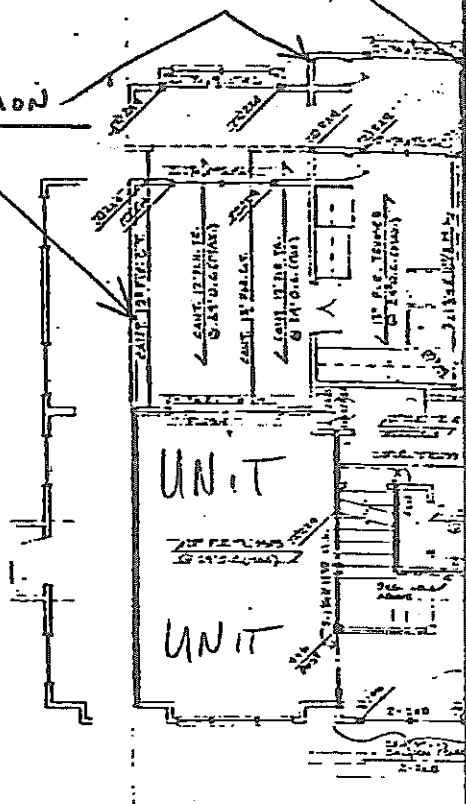
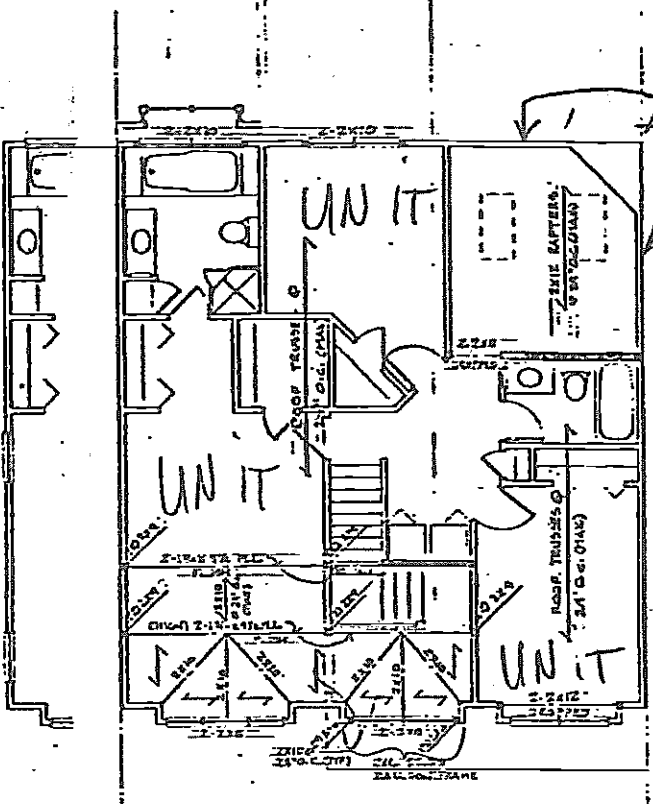


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V0622 P0997

Limited Common


Common



ROOF FRAMING PLAN

SECOND FLR. FRAMING @ BASEMENT OFF. ON

BRIGHTON

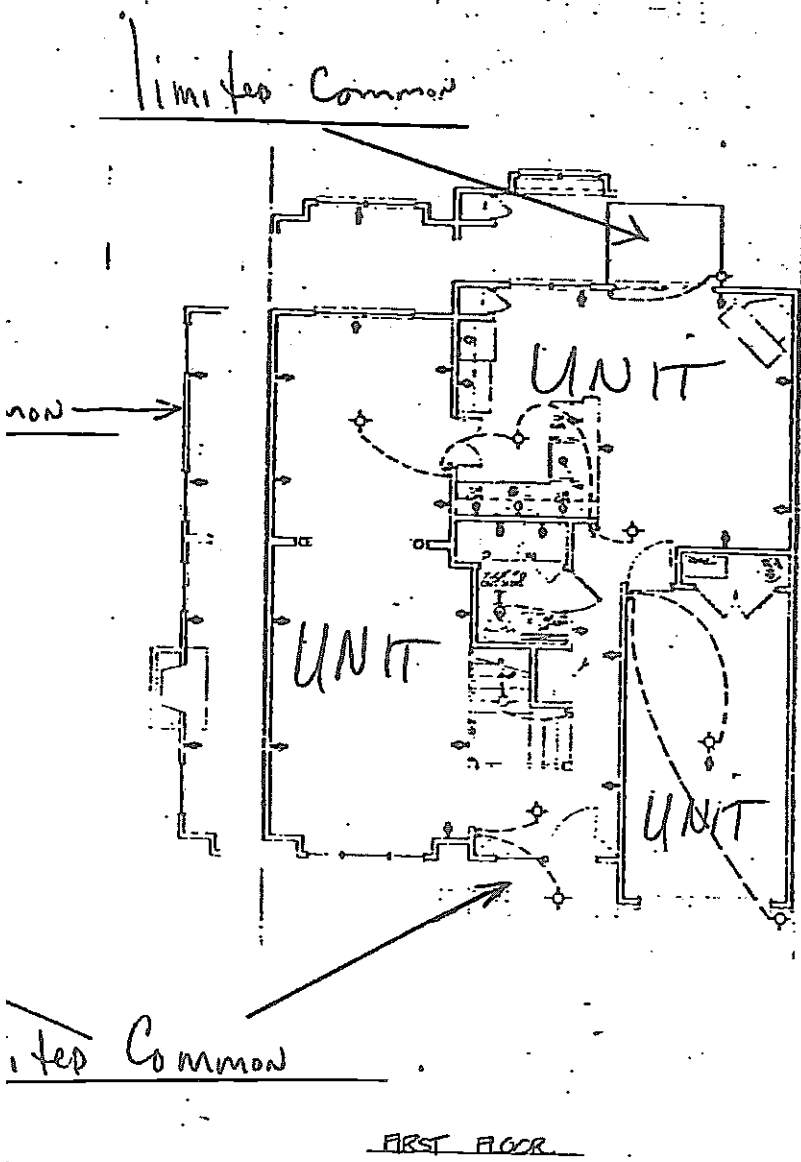

 THE RIDINGS @ BROOKSIDE
 ASSOCIATION
 ARCHITECTS

THE RIDINGS @ BROOKSIDE
 MACUNGIE BOROUGH
 LEHIGH COUNTY, PA.
 BROOKSIDE PARTNERS-DEVELOPERS

PROJECT NO. 2022-004241 BY: JAY L. JARZEMSKI
 DRAWING NO.: 0416

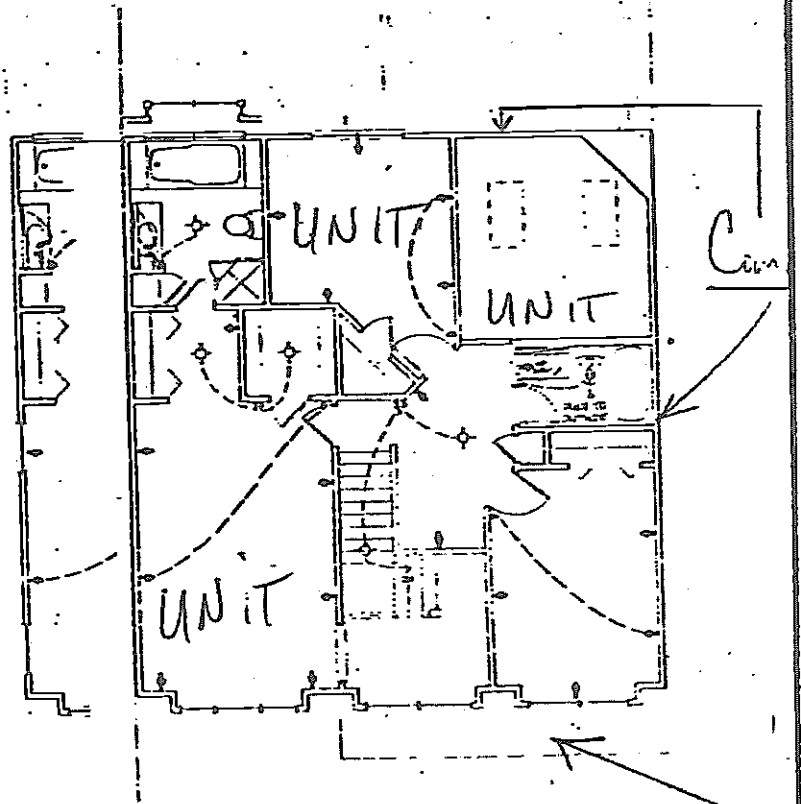
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PLANS

V0622 P0999

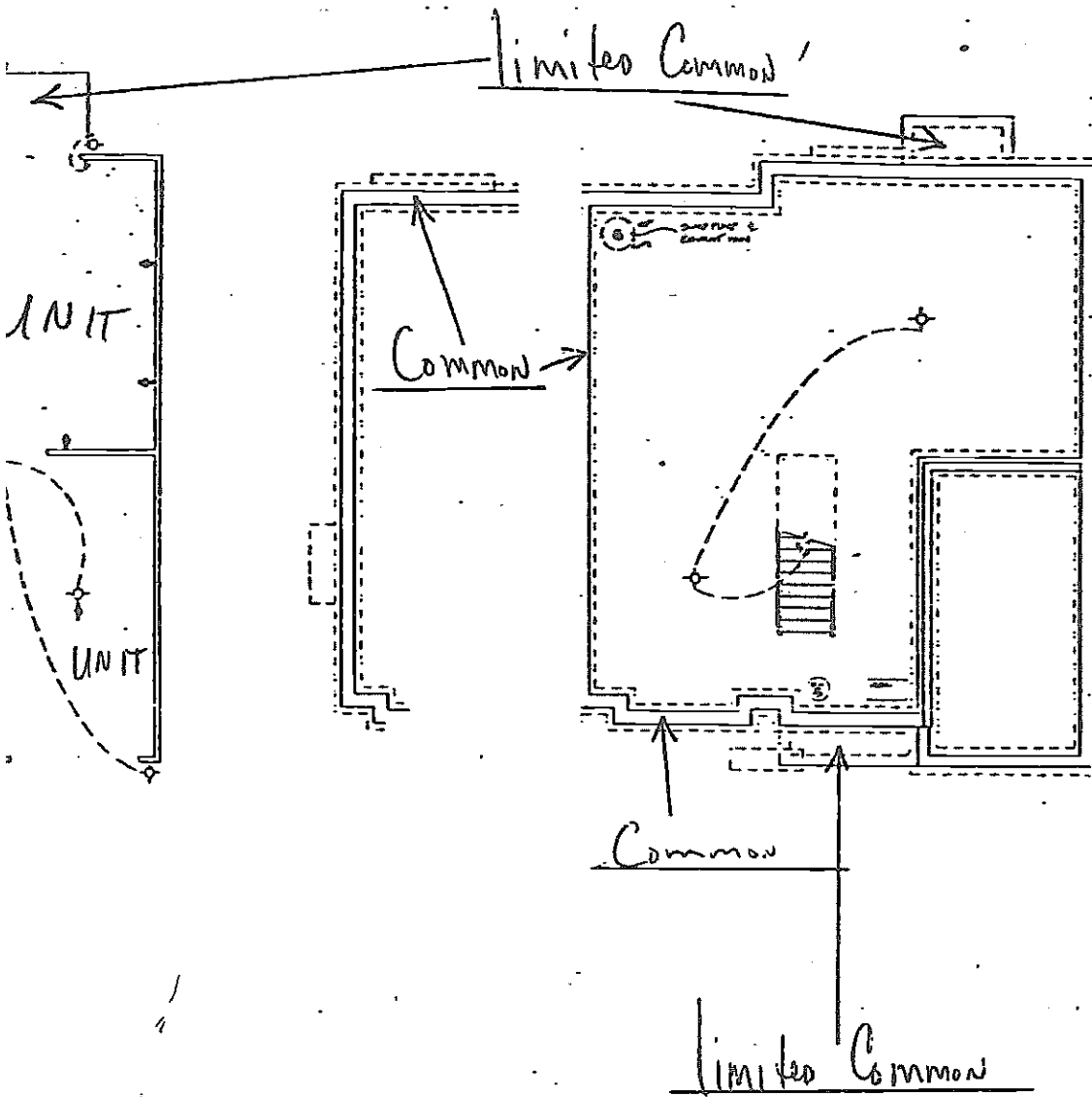


SECOND FLOOR

ELECTRICAL DESIGN

BRIGHTON - ELECTRIC

Y0622 P1000



BASEMENT FLOOR

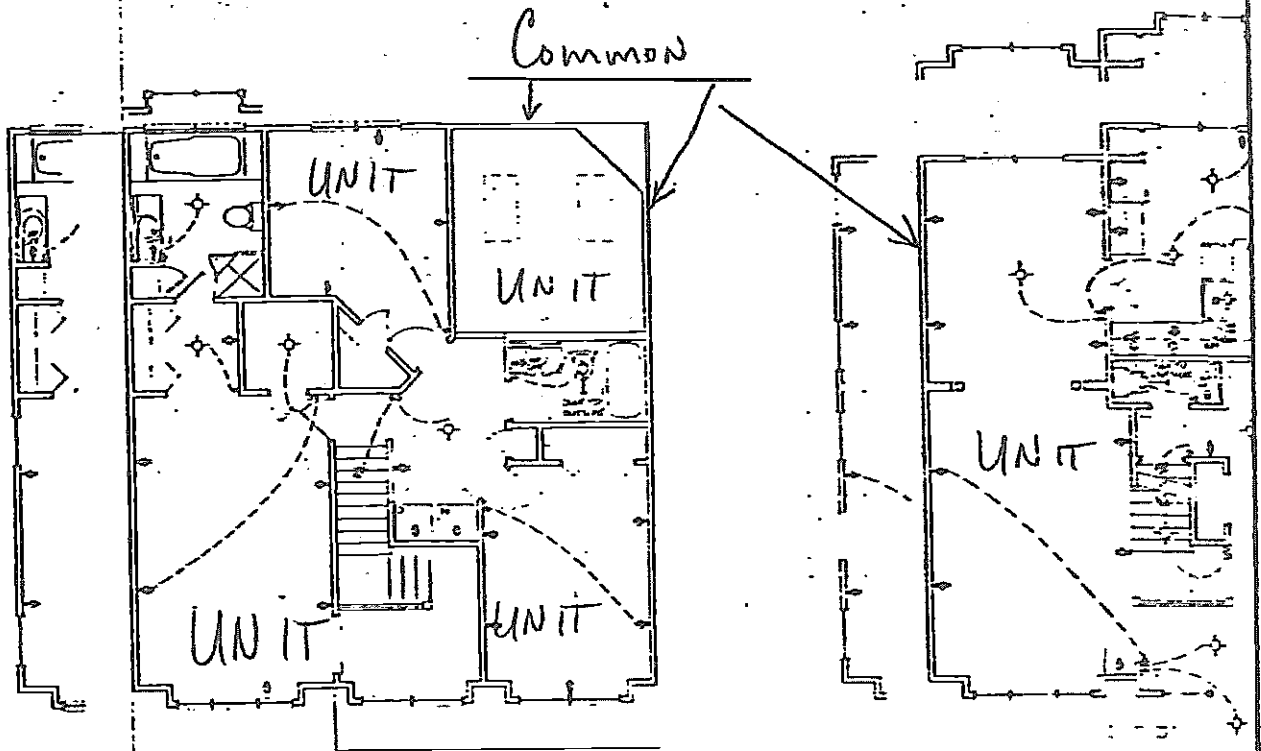
THE RIDINGS @ BROOKSIDE
 INDEPENDENT BOUTIQUE
 LIVING CONDOMINIUMS
 BROOKSIDE PARKWAY DEVELOPERS

PROPERTY DEVELOPED BY: DALLAS REAL ESTATE INVESTMENT GROUP, L.P.
 10000 BROOKSIDE PARKWAY, SUITE 100, DALLAS, TEXAS 75244
 (214) 343-1111

ANS

V0622 P1001

ANS



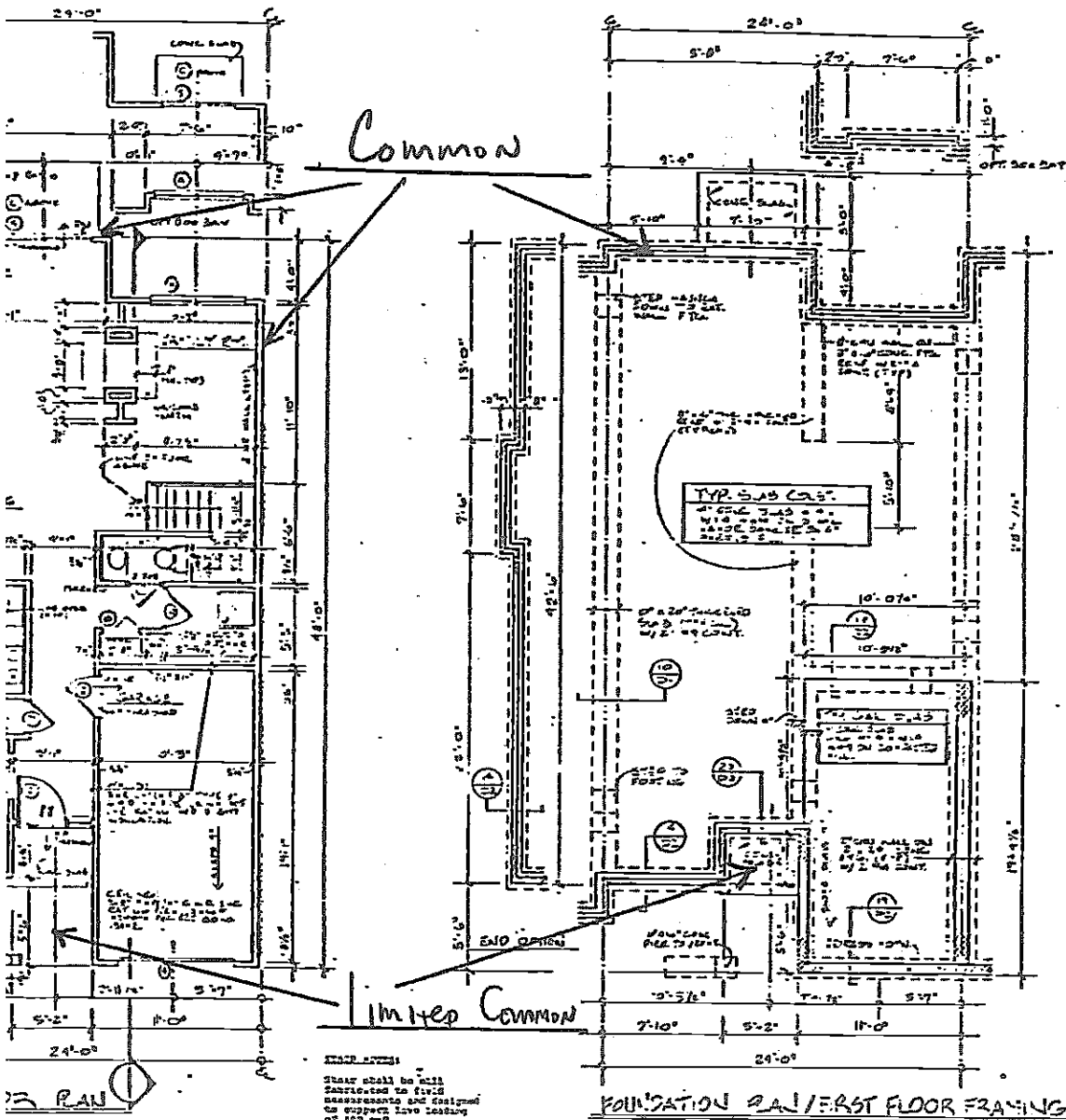
SECOND FLOOR

FIRST FLOOR

ELECTRICAL & MECHANICAL

BRIGHTON - ELECTRICAL
WIN BOSTON

V0622 P1002



W F W
 ASSOCIATED ARCHITECTS
 200 South 12th Street, Philadelphia, PA 19102

PROJECT NO. 1003
 DATE: 1/11/71

THE RIDINGS @ BROOKSIDE
 MACUNGIE BOROUGH
 LEHIGH COUNTY, PA.
 BROOKSIDE PARTNERS-DEVELOPERS

PROJECT NO. 1003
 DATE: 1/11/71

PROJECT NO. 1003
 DATE: 1/11/71

PROJECT NO. 1003
 DATE: 1/11/71

PROJECT NO. 1003
 DATE: 1/11/71

PROJECT NO. 1003
 DATE: 1/11/71

PROJECT NO. 1003
 DATE: 1/11/71

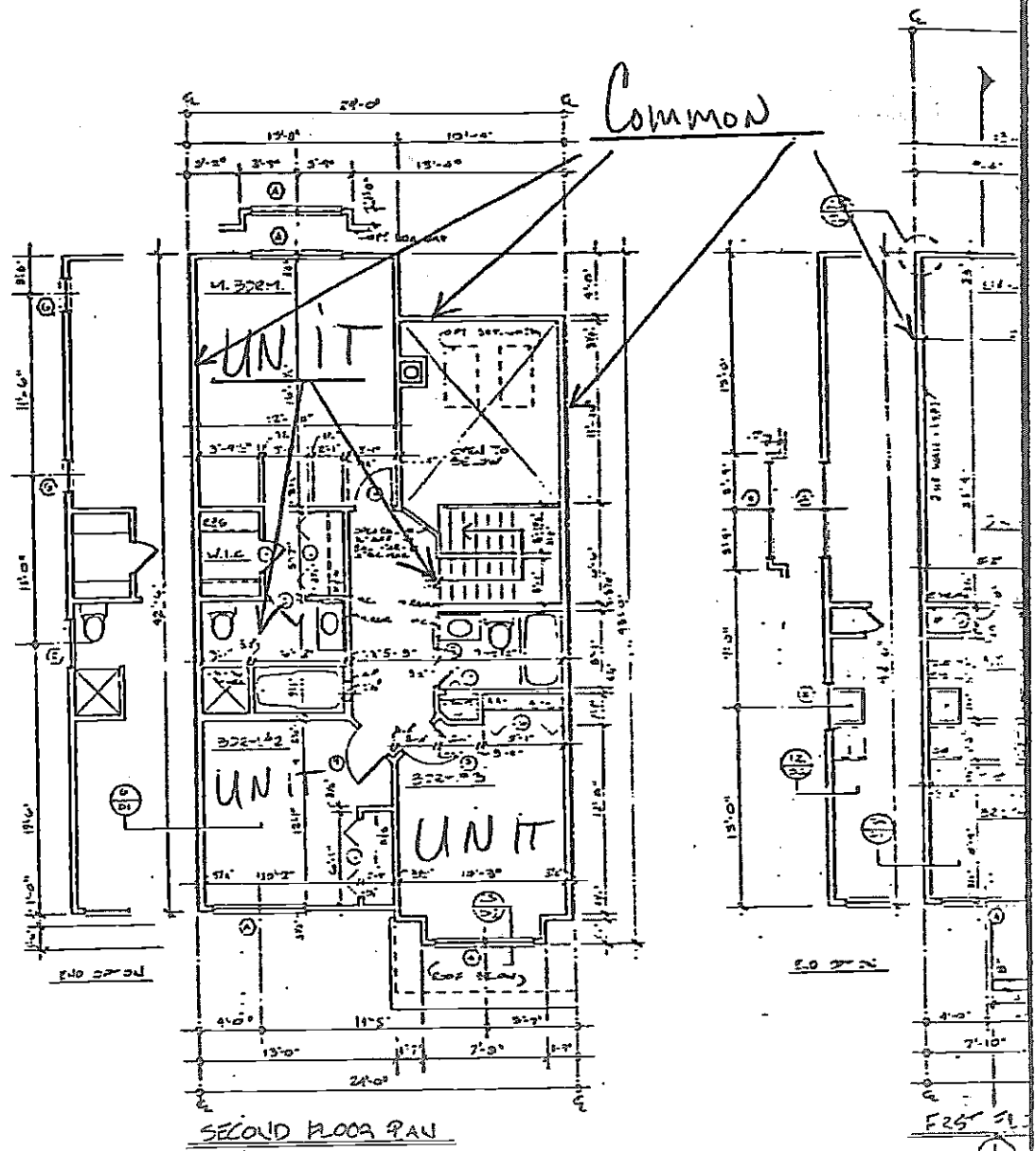
PROJECT NO. 1003
 DATE: 1/11/71

PROJECT NO. 1003
 DATE: 1/11/71

PROJECT NO. 1003
 DATE: 1/11/71

W F W ASSOCIATED ARCHITECTS
 200 South 12th Street, Philadelphia, PA 19102
 PROJECT NO. 1003
 DATE: 1/11/71
 THE RIDINGS @ BROOKSIDE
 MACUNGIE BOROUGH
 LEHIGH COUNTY, PA.
 BROOKSIDE PARTNERS-DEVELOPERS
 FOUNDATION RAN / FIRST FLOOR FRAMING
 V0622 P1003
 A-23

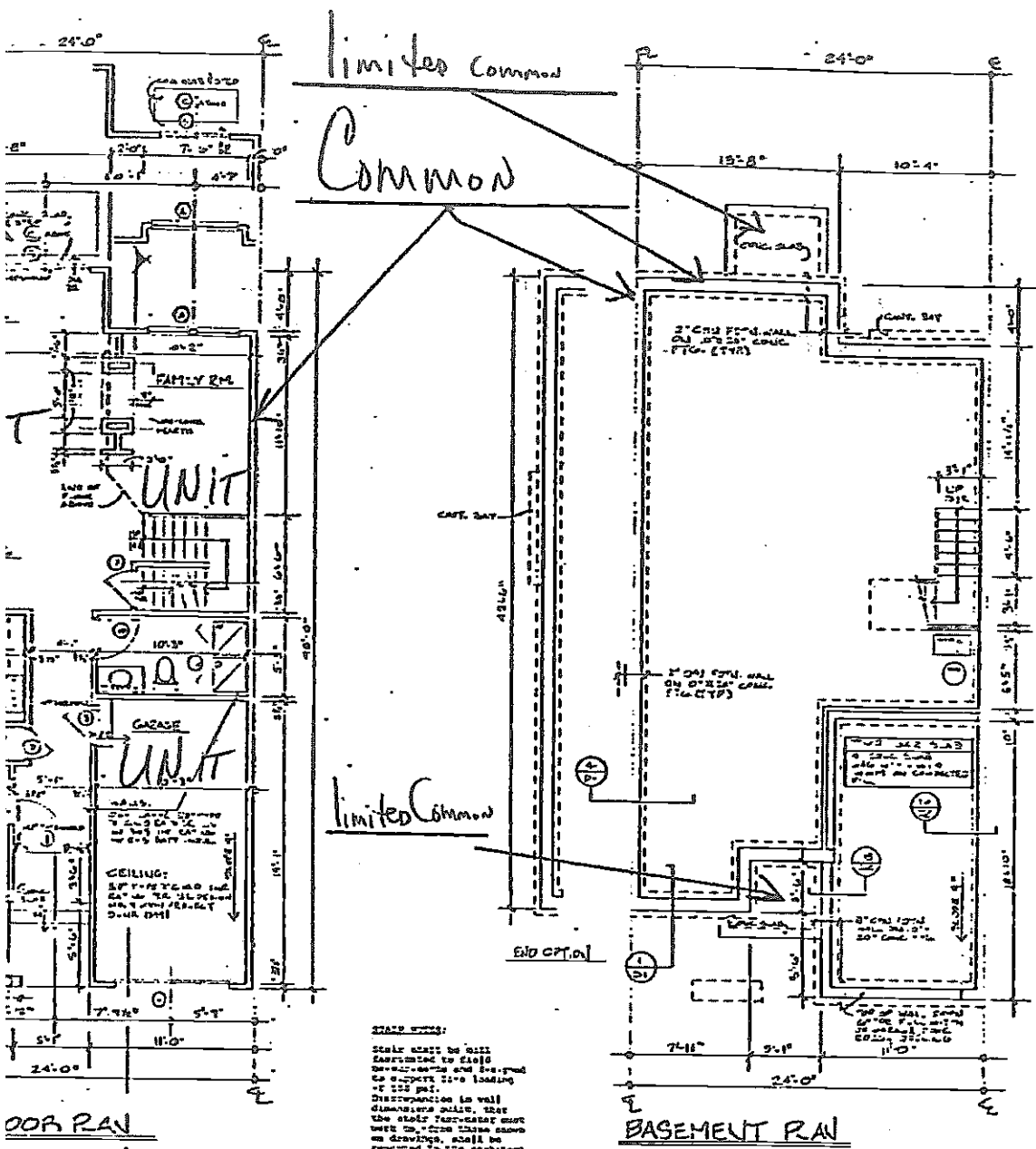
Plans & Specs 7.11.59



SECOND FLOOR PLAN

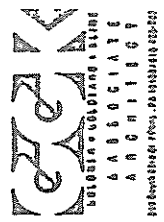
CAMBRIDGE
SCALE: 1/4" = 1'-0"

V0622 P1004



STAIR CASE:
 Stairs shall be built
 furnished to floor
 level and shall be
 to a depth two landing
 or less per.
 Discrepancies in wall
 dimensions shall be
 the stair contractor must
 work to, from those shown
 on drawings, shall be
 reported to the architect
 for resolution. Shop
 drawings shall be
 submitted to the
 architect for approval.
 Stair installation is
 responsible for
 compliance of state
 design or local code
 requirements.

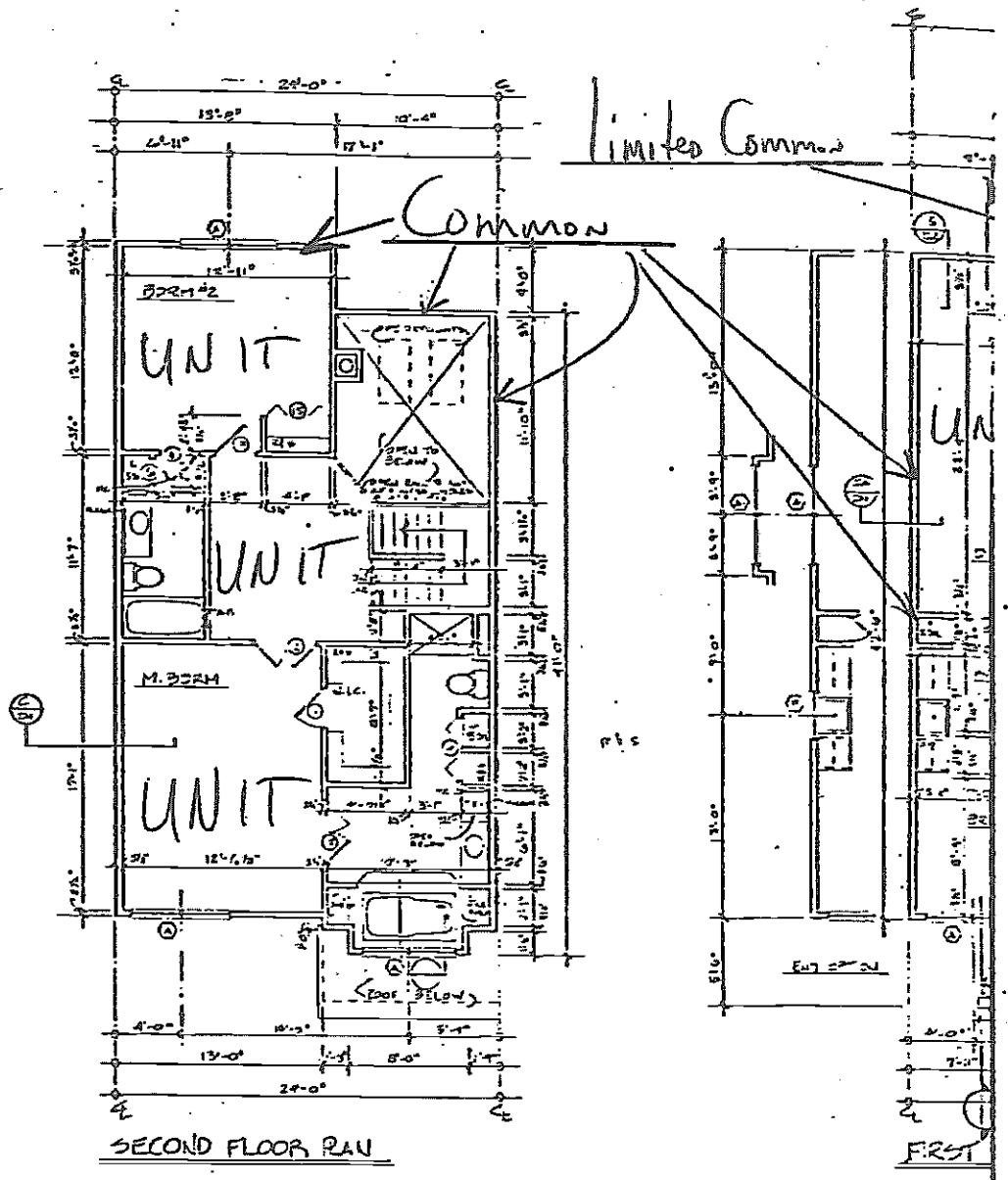
OOR PAN
ICE



THE RIDINGS (d) BROOKSIDE
MACUNGIE BOROUGH
LEHIGH COUNTY, PA.
BROOKSIDE PARTNERS-DEVELOPERS

PROJECT NO	DATE	BY	DATE
NO 80933	4 24/91		
REVISION			
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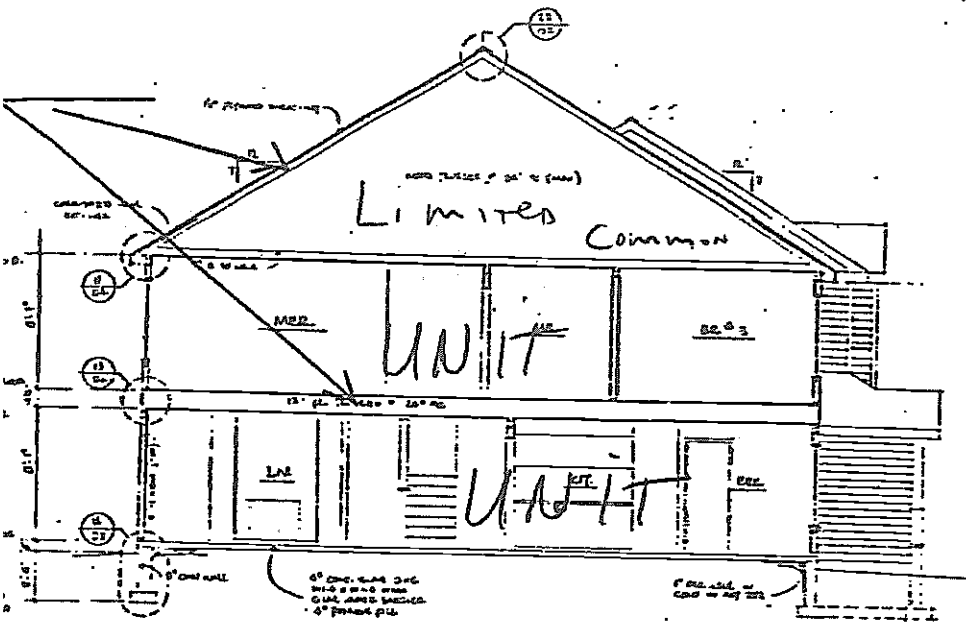
GOB & ASSOCIATES ARCHITECTS & PLANNERS, INC. 1500 BIRCHWOOD DRIVE, SUITE 100, BIRCHWOOD, PA. 15209
 ARCHITECTS & PLANNERS
 1500 BIRCHWOOD DRIVE, SUITE 100, BIRCHWOOD, PA. 15209
 ARCHITECTS & PLANNERS
 1500 BIRCHWOOD DRIVE, SUITE 100, BIRCHWOOD, PA. 15209



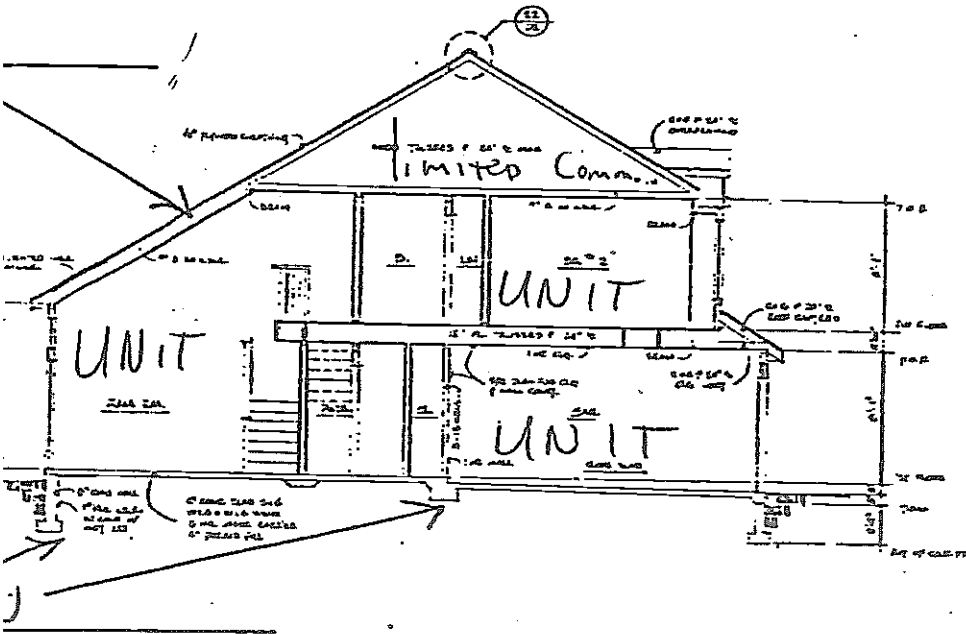
SECOND FLOOR PLAN

FIRST

CAM 33



SECTION



SECTION

CAMBRIDGE-UNIT SECTIONS

V0622:P1007

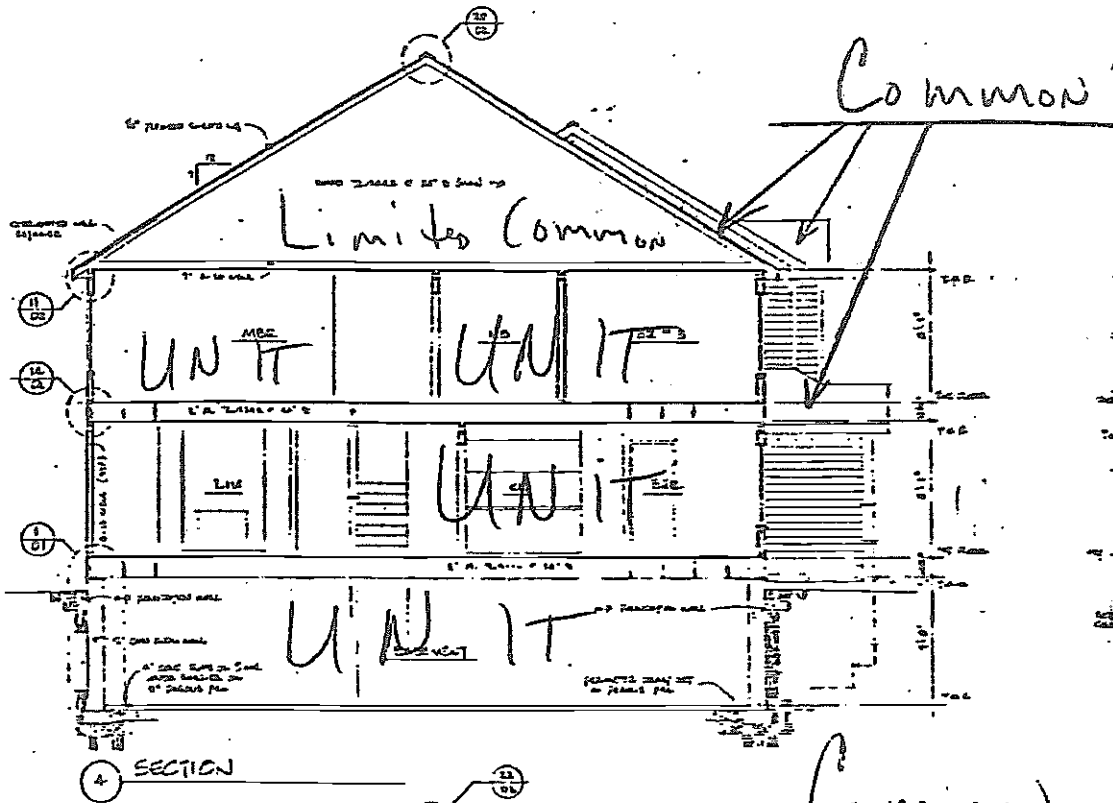
ARCHITECT
ASSOCIATES
 1111 MARKET STREET, SUITE 1000
 PHILADELPHIA, PA 19104-3300

THE RIDINGS @ BROOKSIDE
 MACUNGIE BOROUGH
 LEHIGH COUNTY, PA.
 BROOKSIDE PARTNERS-DEVELOPERS

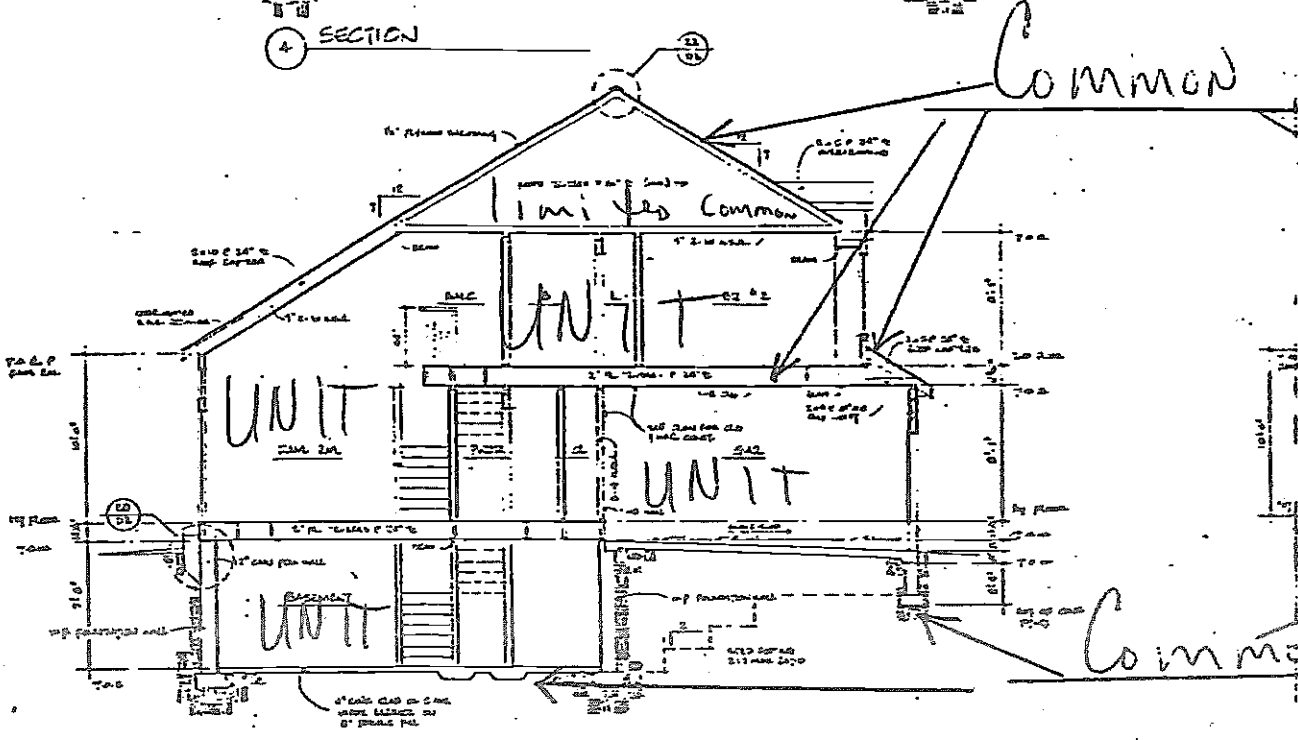
PROJECT NO.	DATE	REVISION	DATE

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A-25



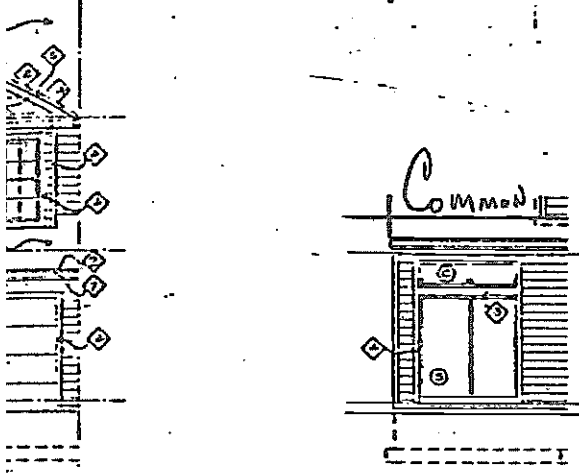
4 SECTION



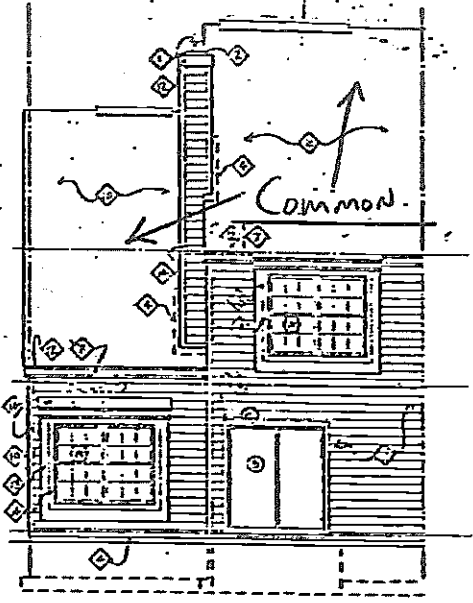
5 SECTION

MATERIALS SCHEDULE

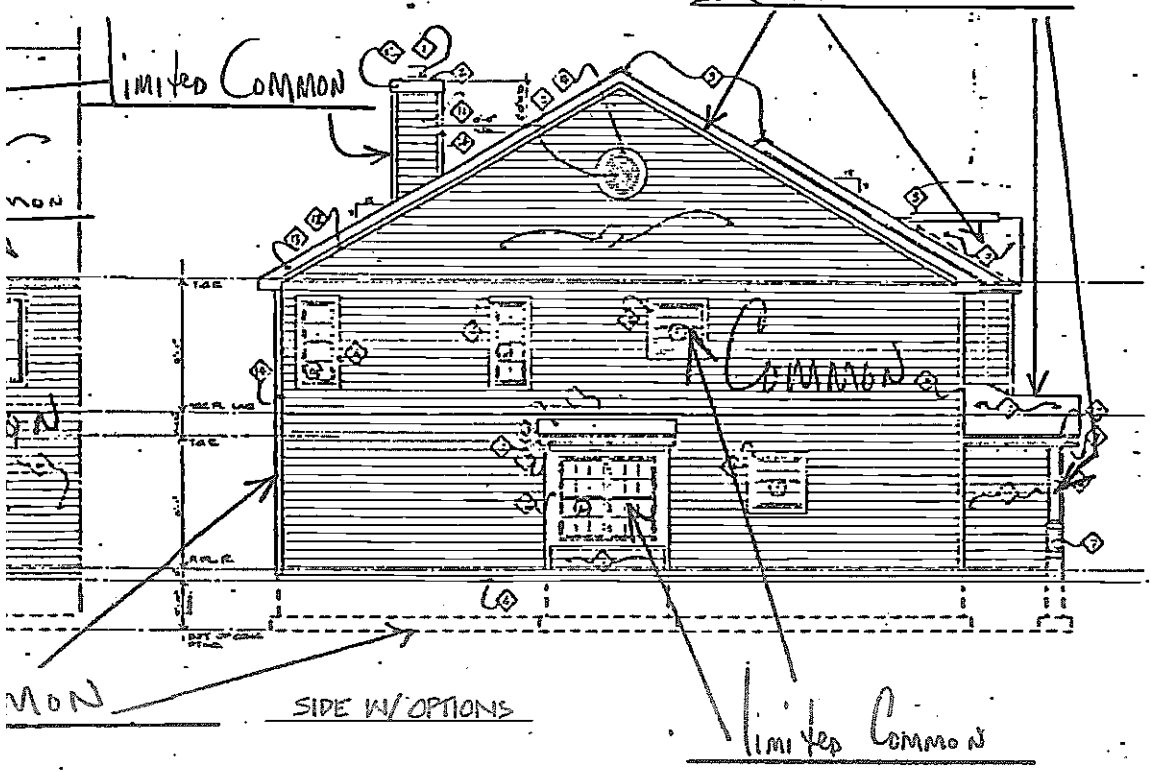
NO.	DESCRIPTION	QUANTITY	UNIT
1	WOODEN DOOR & FRAME	1	DOOR
2	WOODEN WINDOW	1	WINDOW
3	WOODEN SILL	1	SILL
4	WOODEN CASE	1	CASE
5	WOODEN LINING	1	LINING
6	WOODEN TRIM	1	TRIM
7	WOODEN PANELING	1	PANELING
8	WOODEN SHUTTERS	1	SHUTTERS
9	WOODEN SLATS	1	SLATS
10	WOODEN STAIRS	1	STAIRS
11	WOODEN FLOORING	1	FLOORING
12	WOODEN ROOFING	1	ROOFING
13	WOODEN SIDING	1	SIDING
14	WOODEN TRIM	1	TRIM
15	WOODEN DOOR	1	DOOR
16	WOODEN WINDOW	1	WINDOW
17	WOODEN SILL	1	SILL
18	WOODEN CASE	1	CASE
19	WOODEN LINING	1	LINING
20	WOODEN TRIM	1	TRIM
21	WOODEN PANELING	1	PANELING
22	WOODEN SHUTTERS	1	SHUTTERS
23	WOODEN SLATS	1	SLATS
24	WOODEN STAIRS	1	STAIRS
25	WOODEN FLOORING	1	FLOORING
26	WOODEN ROOFING	1	ROOFING
27	WOODEN SIDING	1	SIDING
28	WOODEN TRIM	1	TRIM
29	WOODEN DOOR	1	DOOR
30	WOODEN WINDOW	1	WINDOW
31	WOODEN SILL	1	SILL
32	WOODEN CASE	1	CASE
33	WOODEN LINING	1	LINING
34	WOODEN TRIM	1	TRIM
35	WOODEN PANELING	1	PANELING
36	WOODEN SHUTTERS	1	SHUTTERS
37	WOODEN SLATS	1	SLATS
38	WOODEN STAIRS	1	STAIRS
39	WOODEN FLOORING	1	FLOORING
40	WOODEN ROOFING	1	ROOFING
41	WOODEN SIDING	1	SIDING
42	WOODEN TRIM	1	TRIM
43	WOODEN DOOR	1	DOOR
44	WOODEN WINDOW	1	WINDOW
45	WOODEN SILL	1	SILL
46	WOODEN CASE	1	CASE
47	WOODEN LINING	1	LINING
48	WOODEN TRIM	1	TRIM
49	WOODEN PANELING	1	PANELING
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51	WOODEN SLATS	1	SLATS
52	WOODEN STAIRS	1	STAIRS
53	WOODEN FLOORING	1	FLOORING
54	WOODEN ROOFING	1	ROOFING
55	WOODEN SIDING	1	SIDING
56	WOODEN TRIM	1	TRIM
57	WOODEN DOOR	1	DOOR
58	WOODEN WINDOW	1	WINDOW
59	WOODEN SILL	1	SILL
60	WOODEN CASE	1	CASE
61	WOODEN LINING	1	LINING
62	WOODEN TRIM	1	TRIM
63	WOODEN PANELING	1	PANELING
64	WOODEN SHUTTERS	1	SHUTTERS
65	WOODEN SLATS	1	SLATS
66	WOODEN STAIRS	1	STAIRS
67	WOODEN FLOORING	1	FLOORING
68	WOODEN ROOFING	1	ROOFING
69	WOODEN SIDING	1	SIDING
70	WOODEN TRIM	1	TRIM



OPT. SLIDER
REAR

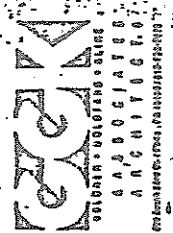


OPT. BOX END



SIDE W/ OPTIONS

LIMITED COMMON



QDM ARCHITECTS
10101 N. 101ST AVENUE
SUITE 100
DENVER, CO 80231
TEL: 303.751.1010
WWW.QDMARCHITECTS.COM

THE RIDINGS @ BROOKSIDE
MACUNGIE BOROUGH
LEHIGH COUNTY, PA.
BROOKSIDE PARTNERS-DEVELOPERS

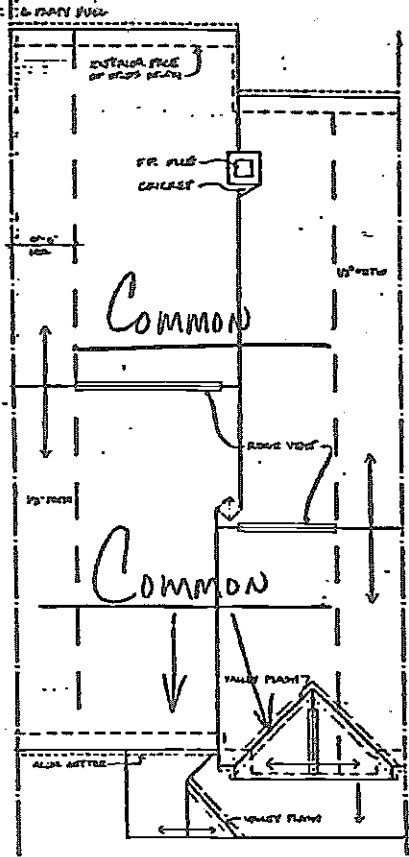
PROJECT NO. 09003, DUNAWLEY DATE: 4/14/09
REVISION 0118

A-20

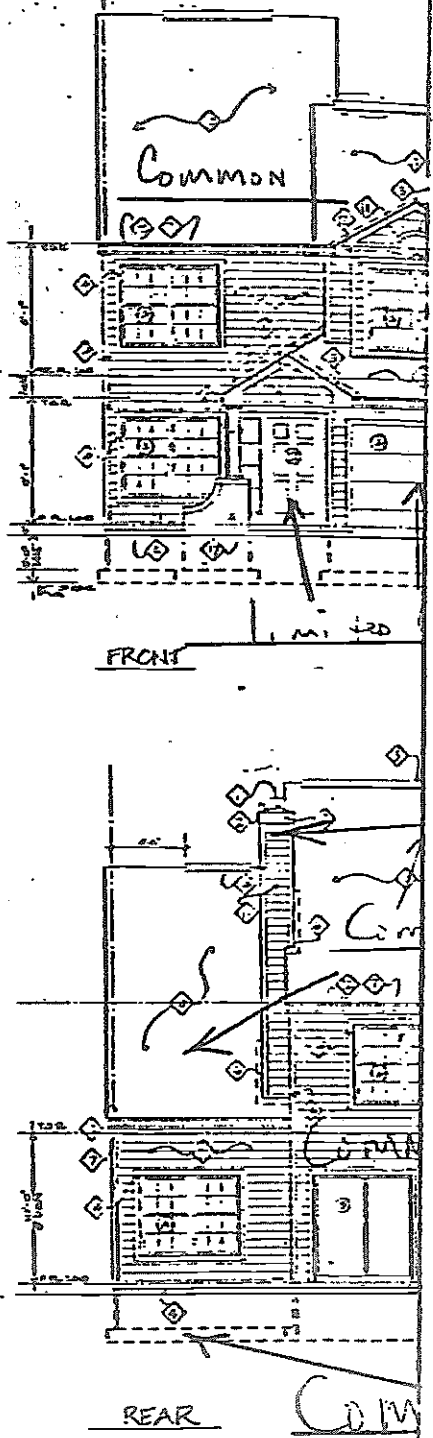
V0622 P1009

CONF.

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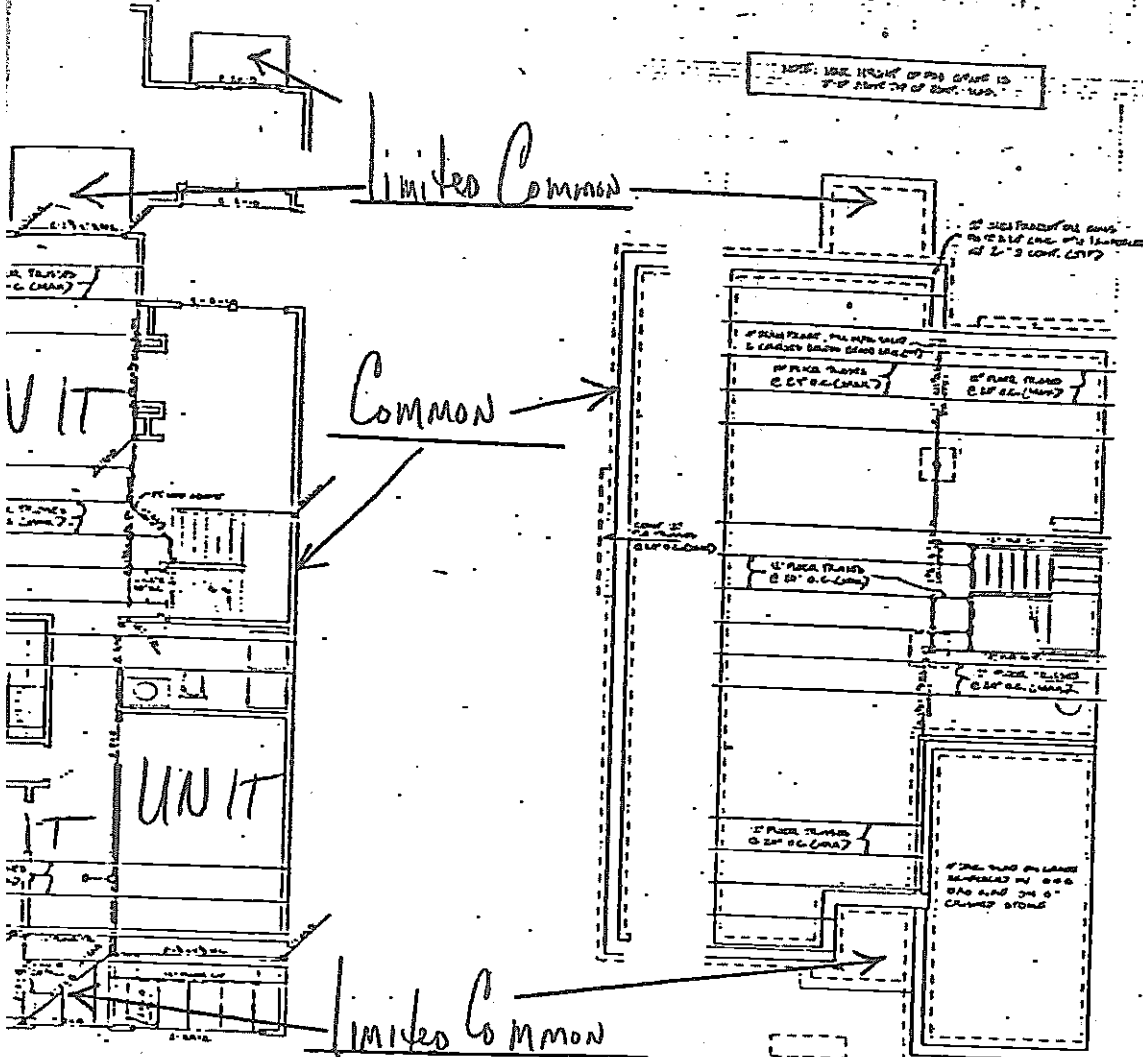


ROOF PLAN



CAMBRIDGE - ELEVATIONS

VQ622 P1010



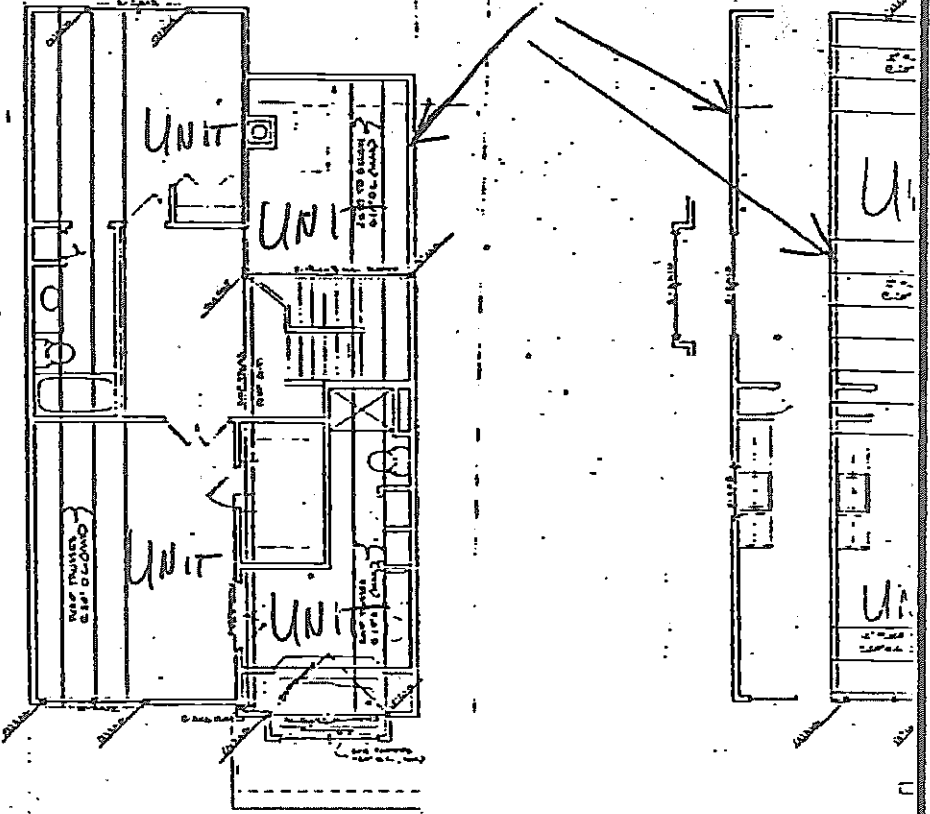
FLOOR FRAMING PLAN

FIRST FLOOR FRAMING PLAN

THE BUILDINGS @ BROOKSIDE
 MULTIFAMILY HOUSING
 IN THE CITY OF
 BOSTON, MASSACHUSETTS

V0622 P1011

Common



ROOF FRAMING PLAN

SECTION

STRUCTURAL CONSTRUCTION

CANBRI

V0622 P1012

limited Common

COMMON

mixed Common

FIRST FLOOR

UNIT

UNIT

Common

THE RIDINGS @ BROOKSIDE
MACUNGIE BOROUGH
LEHIGH COUNTY, PA.
BROOKSIDE PARTNERS-DEVELOPERS

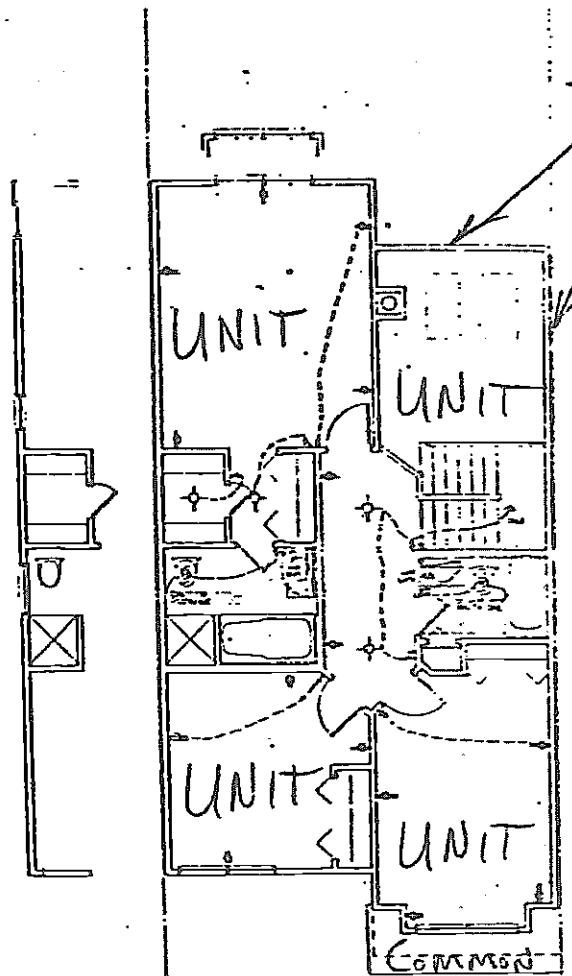
PROJECT NO 80093, DRAWN BY DATE 4/24/01
REVISION: DATE:

A-102

SALES OFFICE
1500 JEFFERSON AVENUE
PHILADELPHIA, PA 19102
TEL: 215-381-1111

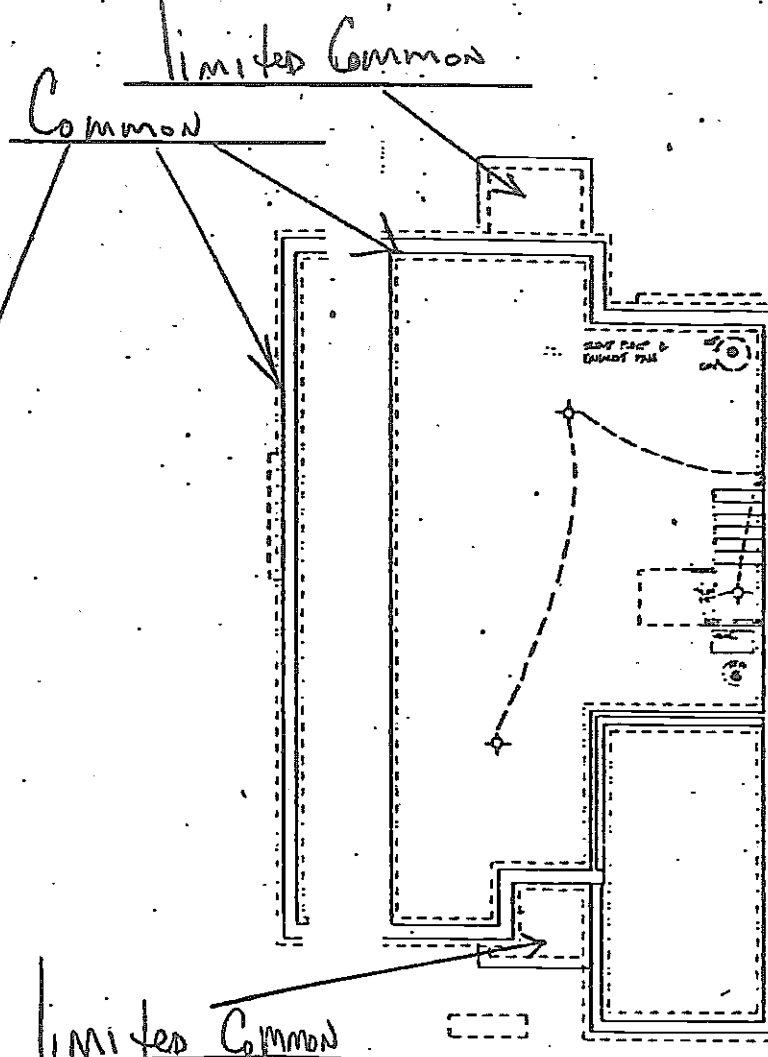
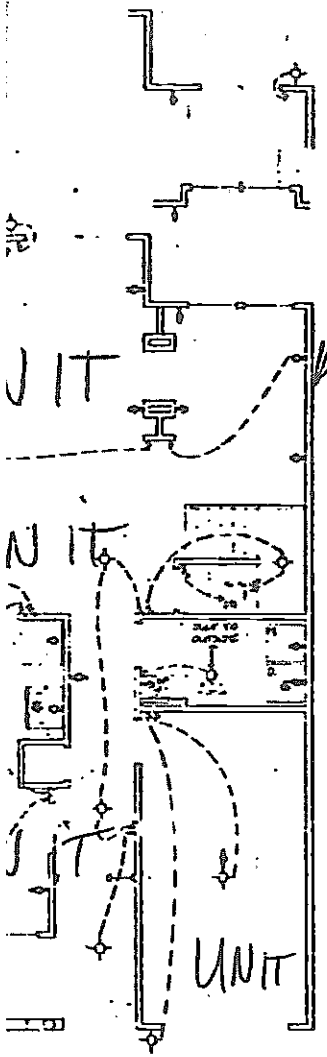
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V0622 P1013



SECOND FLOOR

VOG22-P1014



FLOOR

BASEMENT FLOOR

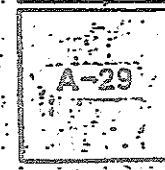
REAL PLANS

V0622 P1015

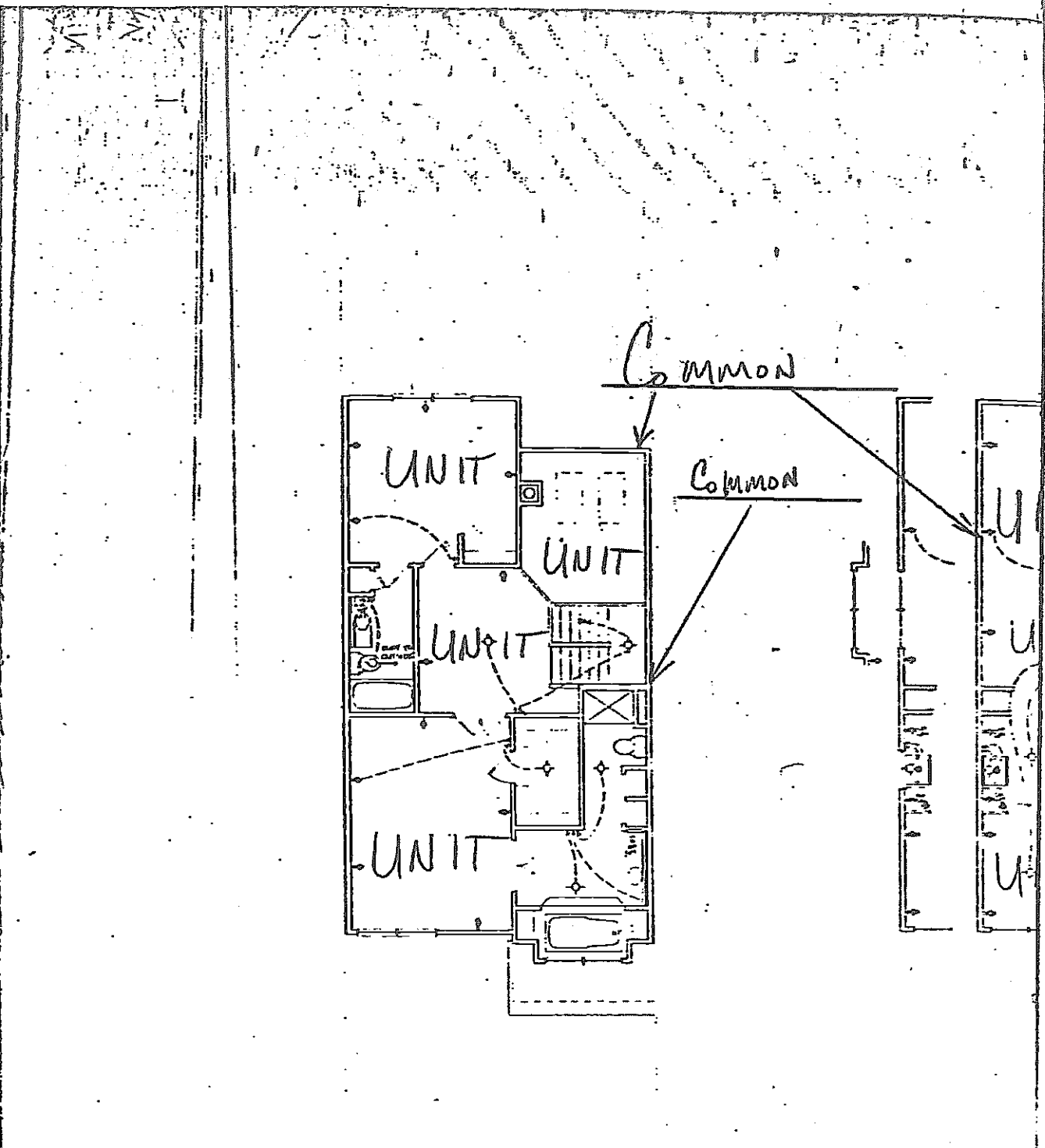
LEGEND
 ■ COMMON
 □ LIMITED COMMON
 ○ UNIT

THE RIDINGS @ BROOKSIDE
 MACURGIE BOROUGH
 LEHIGH COUNTY, PA.
 BROOKSIDE PARTNERS-DEVELOPERS

PROJECT DEVELOPER	JAMES ANGL
DESIGNER	0411
DATE	
SCALE	
BY	
CHECKED	



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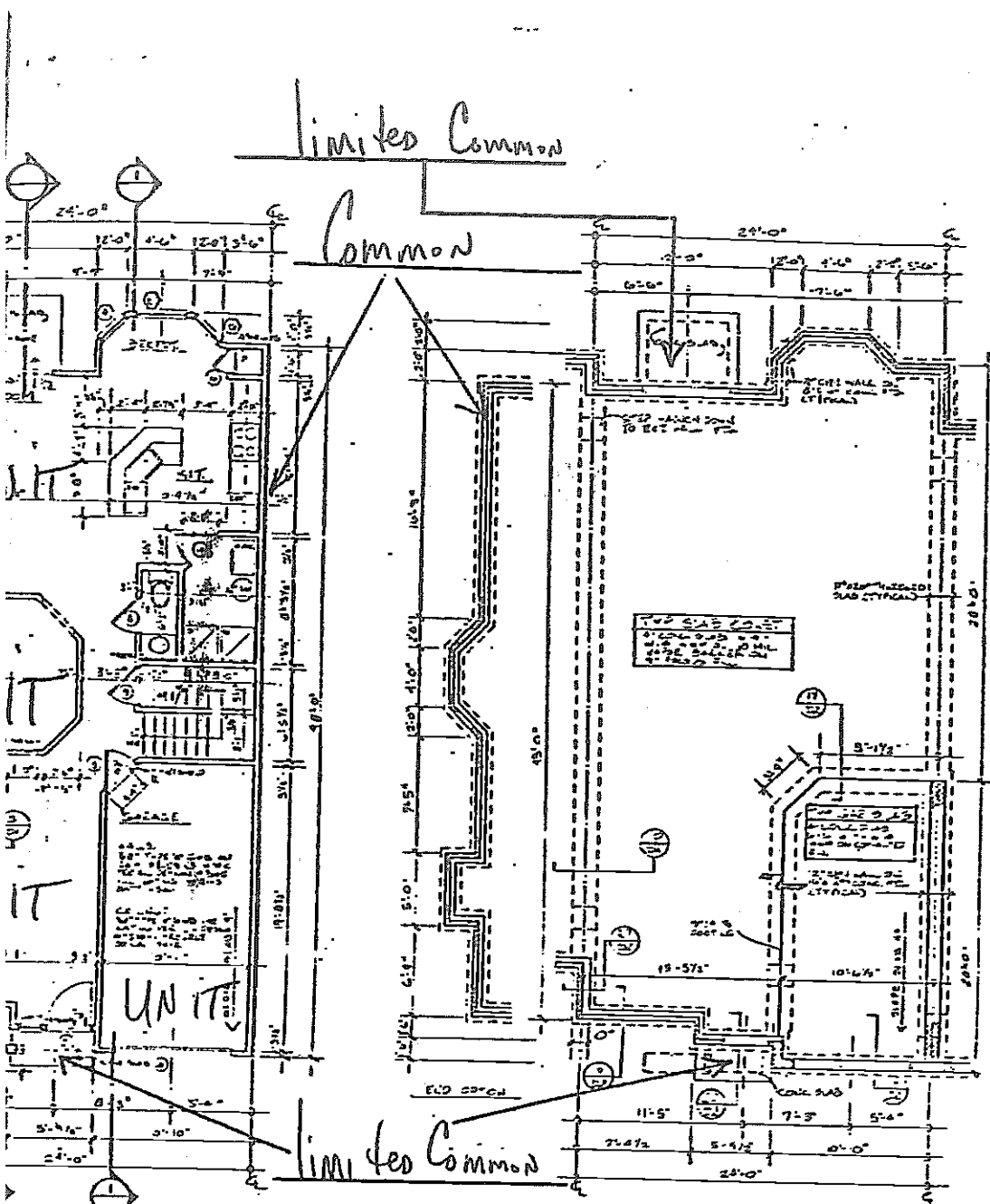
SECOND FLOOR

FIRST

ELECTRICAL - 11-24-11

CAMBRIDGE - ELECT

VOG22.P1016



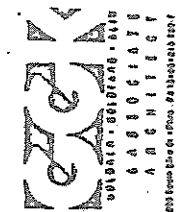
Limited Common

Common

Limited Common

FOUNDATION PLAN

THIS SHALL BE SOIL
 FACTORED TO FIELD
 MEASUREMENTS AND DESIGNED
 TO SUPPORT LIVE LOADING
 OF 100 P.S.F.
 OVERSPANS IN WALL
 DIRECTIONS SHALL BE
 THE SAME FACTORED OVER
 WALL TO, FROM CHASE -
 OPEN OR DRIPPING, SHALL BE
 REPORTED TO THE ARCHITECT
 FOR APPROVAL. THIS
 DESIGNER SHALL BE
 RESPONSIBLE FOR
 SUBMITTING TO THE
 ARCHITECT FOR APPROVAL.
 THIS ARCHITECT IS
 RESPONSIBLE FOR
 COMPLIANCE OF THIS
 DESIGN TO LOCAL CODE
 REQUIREMENTS.



GOR & ASSOCIATES
 ARCHITECTS
 600 WEST 10TH ST. PHOENIX, AZ 85001-1010

PROJECT NO. 99033, DRAWN BY: [blank], DATE: 4/21/01
 REVISION: [blank], DATE: [blank]

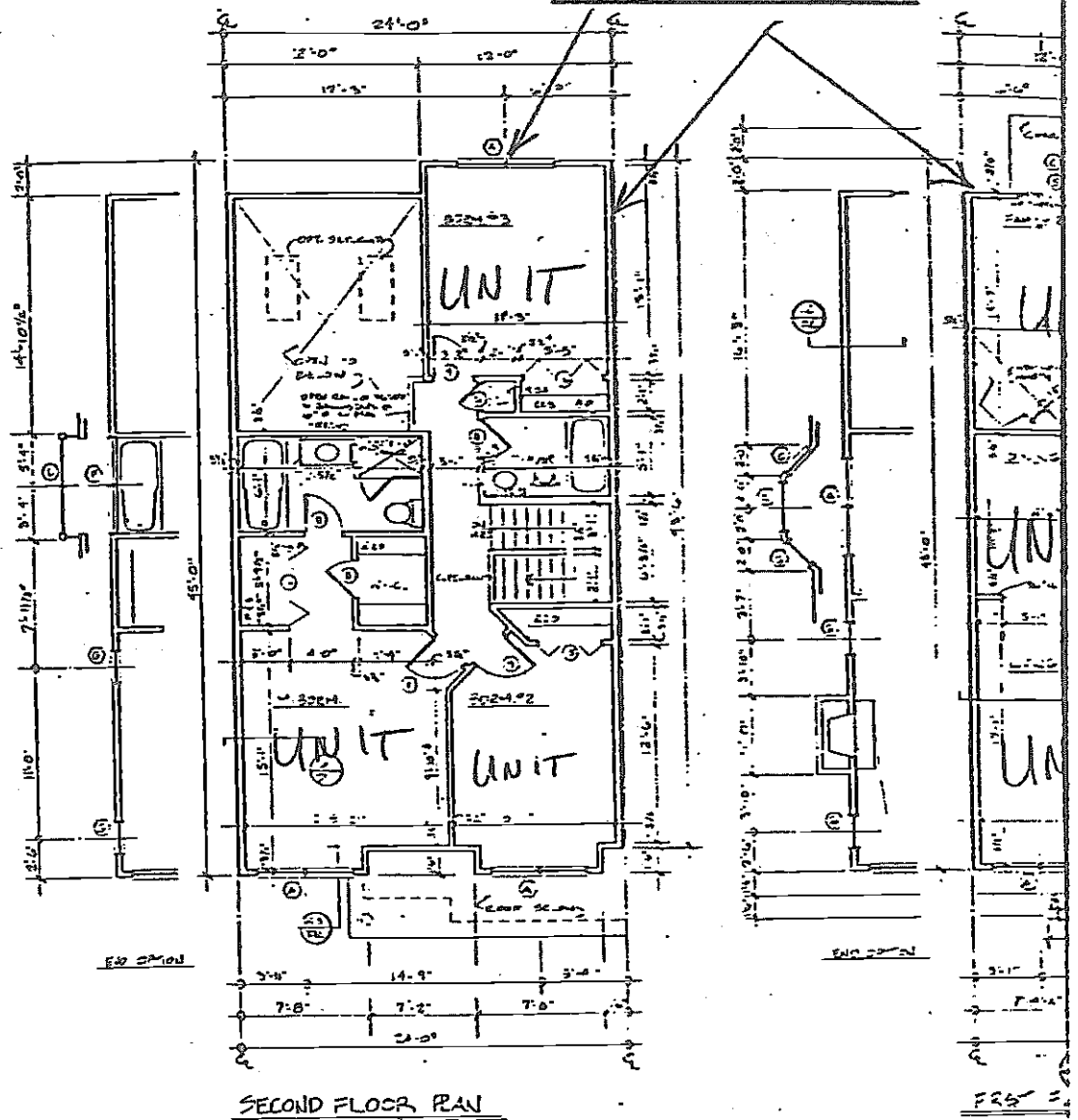
THE RIDINGS @ BROOKSIDE
 MACUNGIE BOROUGH
 LEHIGH COUNTY, PA.
 BROOKSIDE PARTNERS-DEVELOPERS

GOR & ASSOCIATES ARCHITECTS EXPRESSLY DISCLAIMS ANY LIABILITY AND ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION AND DATA PROVIDED BY THE CLIENT OR ANY OTHER SOURCE. THE ARCHITECT'S RESPONSIBILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT AS SHOWN ON THESE DRAWINGS. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION AND DATA PROVIDED BY THE CLIENT OR ANY OTHER SOURCE. THE ARCHITECT'S RESPONSIBILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT AS SHOWN ON THESE DRAWINGS.

A-30

V0622 P1017

Common



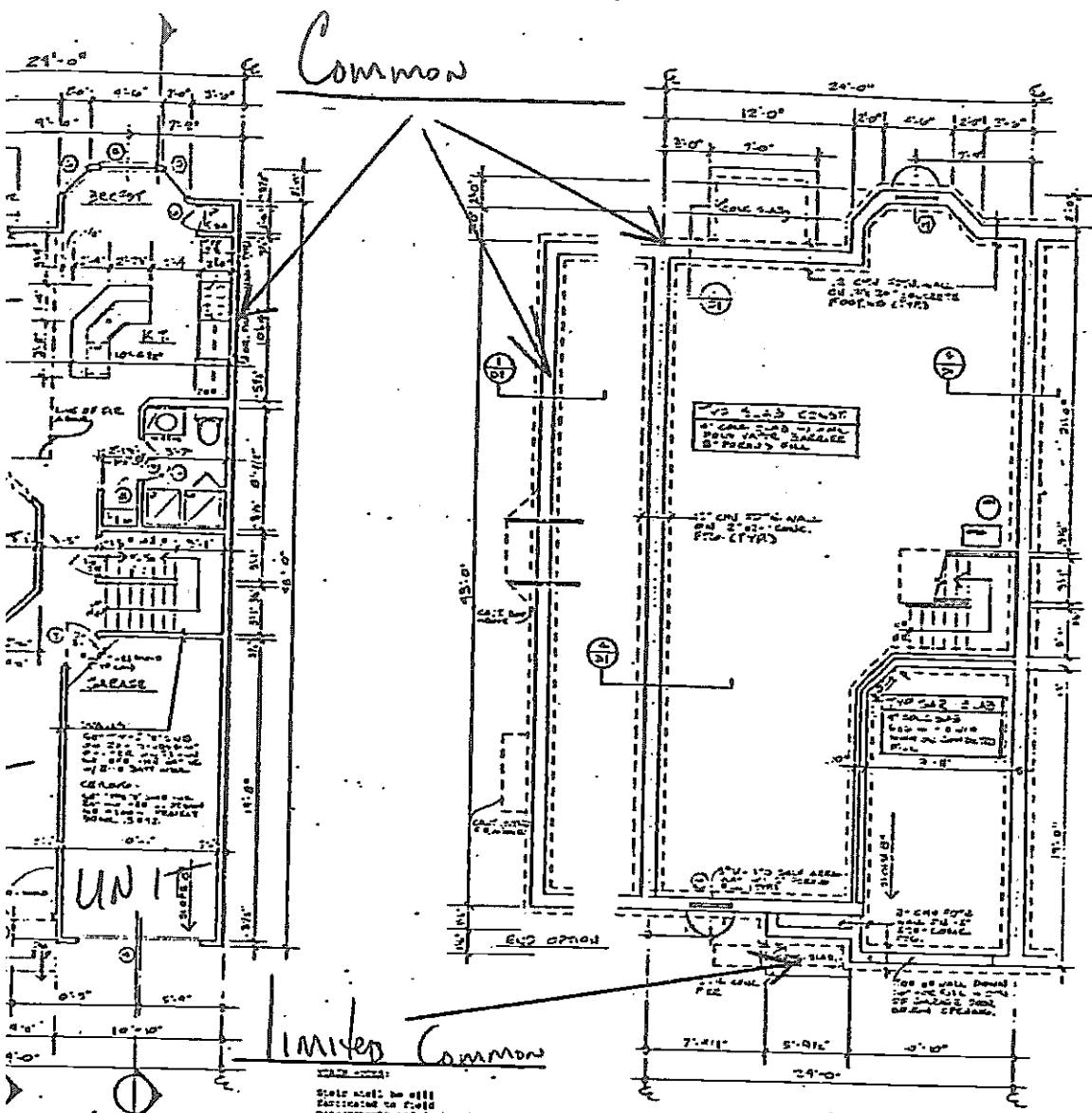
SECOND FLOOR PLAN

CLAZIDG

Clasids. Slab. 7/1/79

V0622 P1018

REBECCA
VALORIE W. OGDEN, CLINT
ASSOCIATES
ARCHITECTS
2100 BROADWAY, PHOENIX, ARIZONA 85004



RAN

ADDITION OPTION

Notes:
1. Party walls to be constructed in accordance with U.C.C. Section 1203 & 1204.
2. Provide all ceiling, dropped ceiling, ducts, pipes, etc.

BASEMENT PLAN

THE RIDINGS @ BROOKSIDE
MACUNGIE BOROUGH
LEHIGH COUNTY, PA.
BROOKSIDE PARTNERS-DEVELOPERS

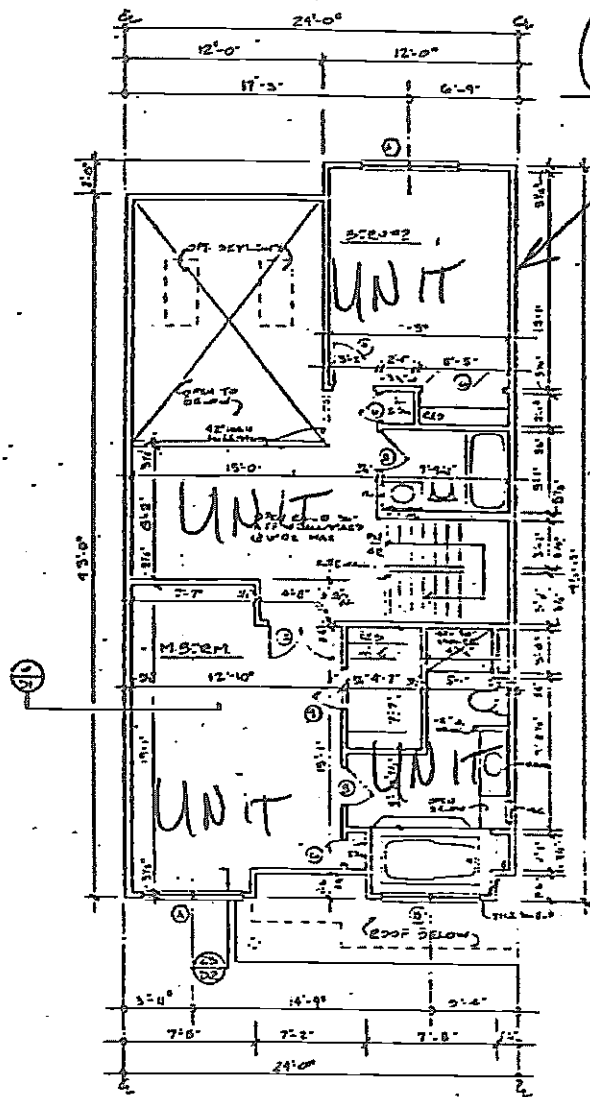
PROJECT NO. 99033, DRAWN BY: DATE: 4/14/01
REVISION: DATE:

DATE: 4/14/01
PROJECT NO. 99033
DRAWN BY: [Name]
REVISION: [Number]
DATE: [Date]

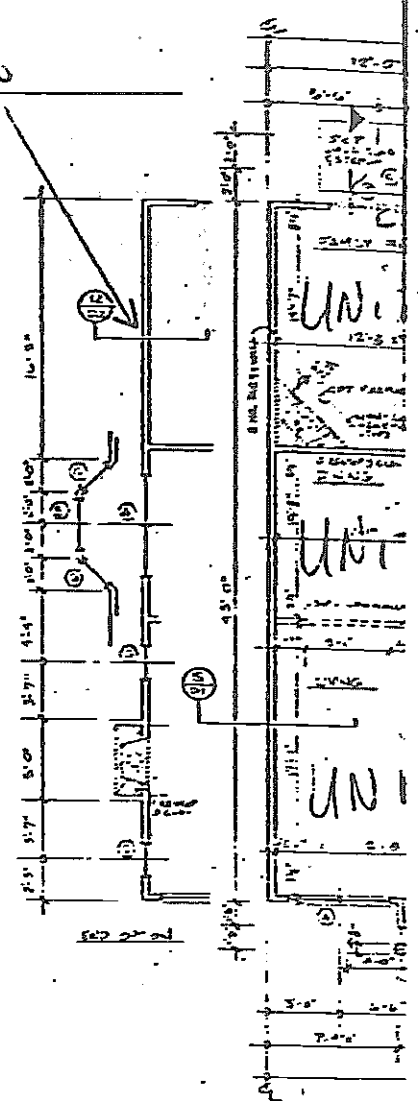
DATE: 4/14/01
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DRAWN BY: [Name]
REVISION: [Number]
DATE: [Date]

V0622 P1019

35-11
A-31



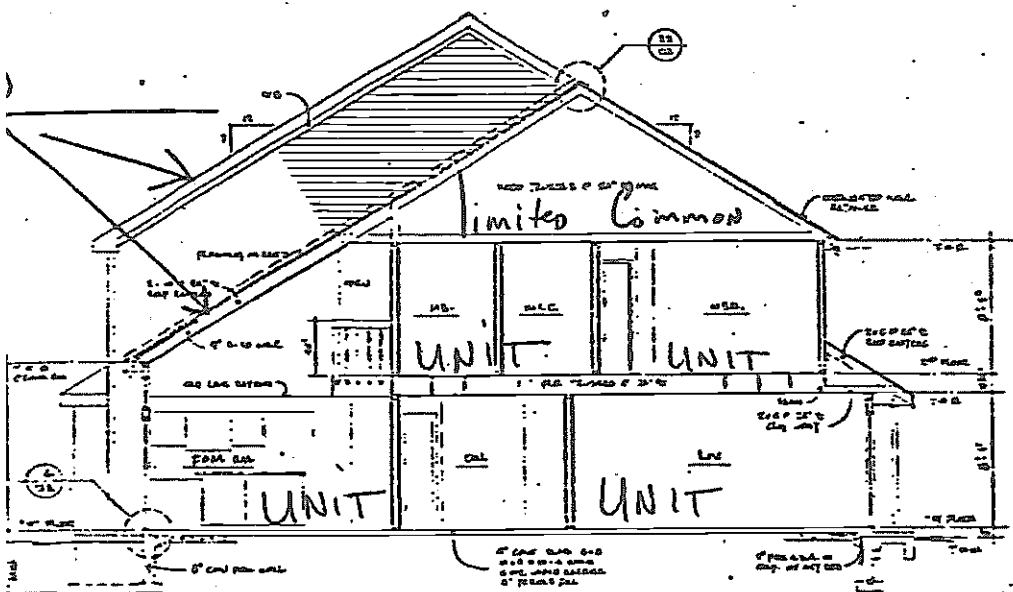
SECOND FLOOR PLAN
2 BEDROOM - SUPER BATH OPTION



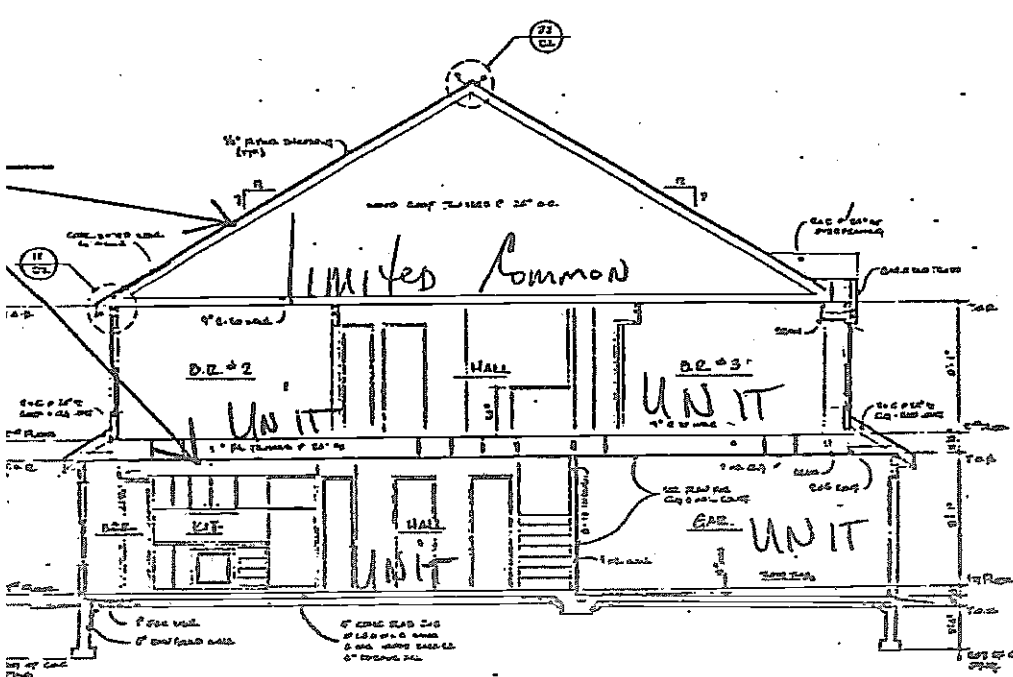
FIRST FLOOR

CLARIDGE
SCALE: 1/4" = 1'-0"

V0622 P1020



SECTION 2



SECTION 1
CLARIDGE ~ UNIT SECTIONS

V0622 P1021

CK
 CONSULTING ARCHITECTS
 600 GLENN AVENUE
 PHILADELPHIA, PA. 19106
 215-595-1100

Blank box for stamp or signature.

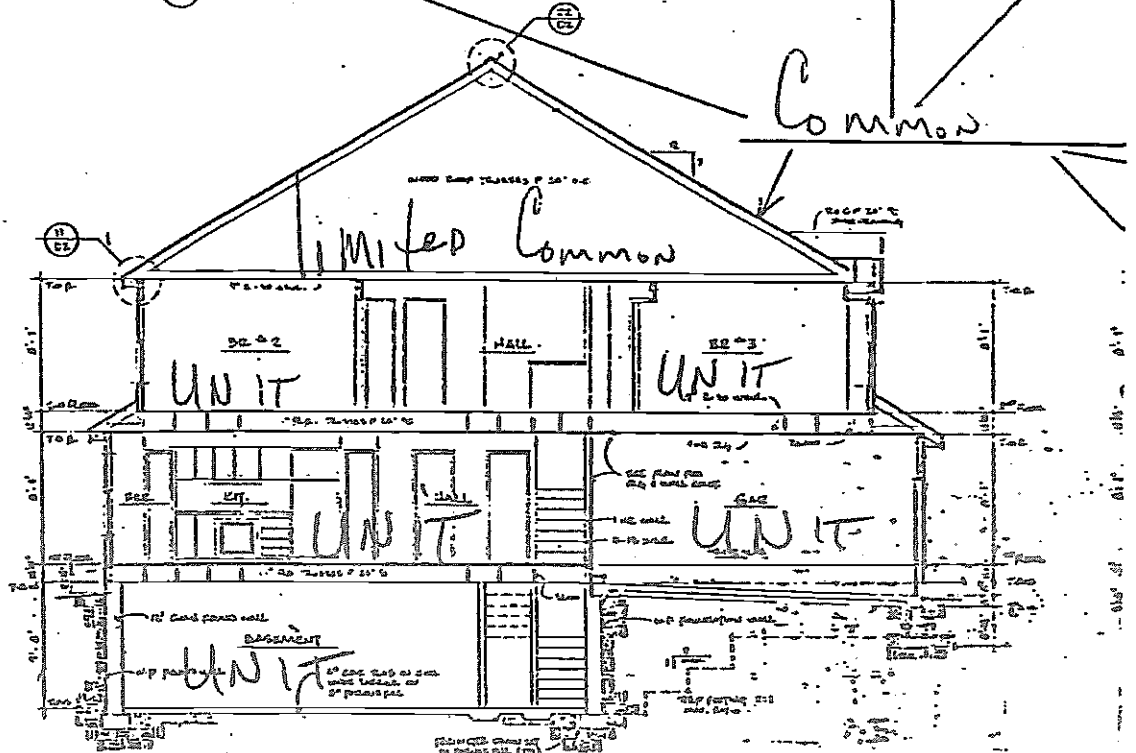
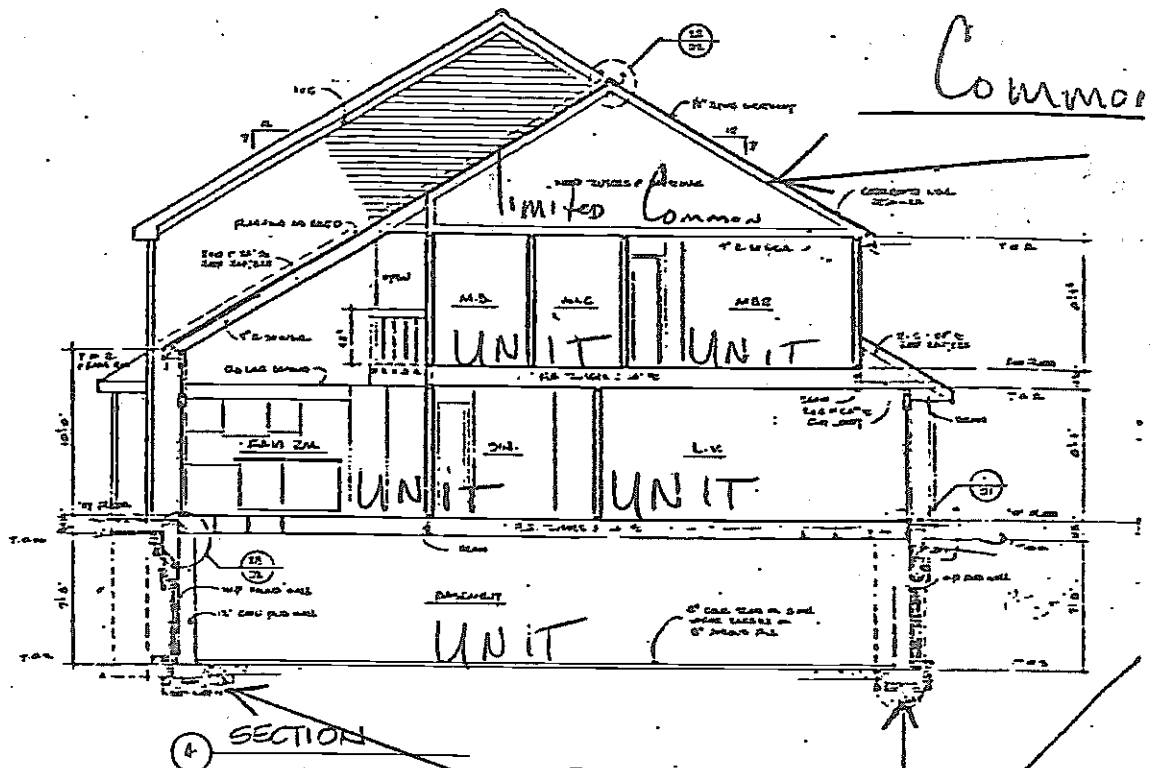
Blank box for stamp or signature.

THE RIDINGS @ BROOKSIDE
 MACUNGIE BOROUGH
 LEHIGH COUNTY, PA.
 BROOKSIDE PARTNERS-DEVELOPERS

PROJECT: 90-09933 (PHAWH) P.T. DATE: 6 AUG 97
 REVISION: DATE: _____

CLOR.
 A-32

CK & Associates Architects is pleased to submit these plans for your review. These plans are not to be construed as a contract. CK & Associates Architects is not responsible for any errors or omissions in these plans. CK & Associates Architects is not responsible for any errors or omissions in these plans. CK & Associates Architects is not responsible for any errors or omissions in these plans.



Common

Common

V0622, P1022

SECTION

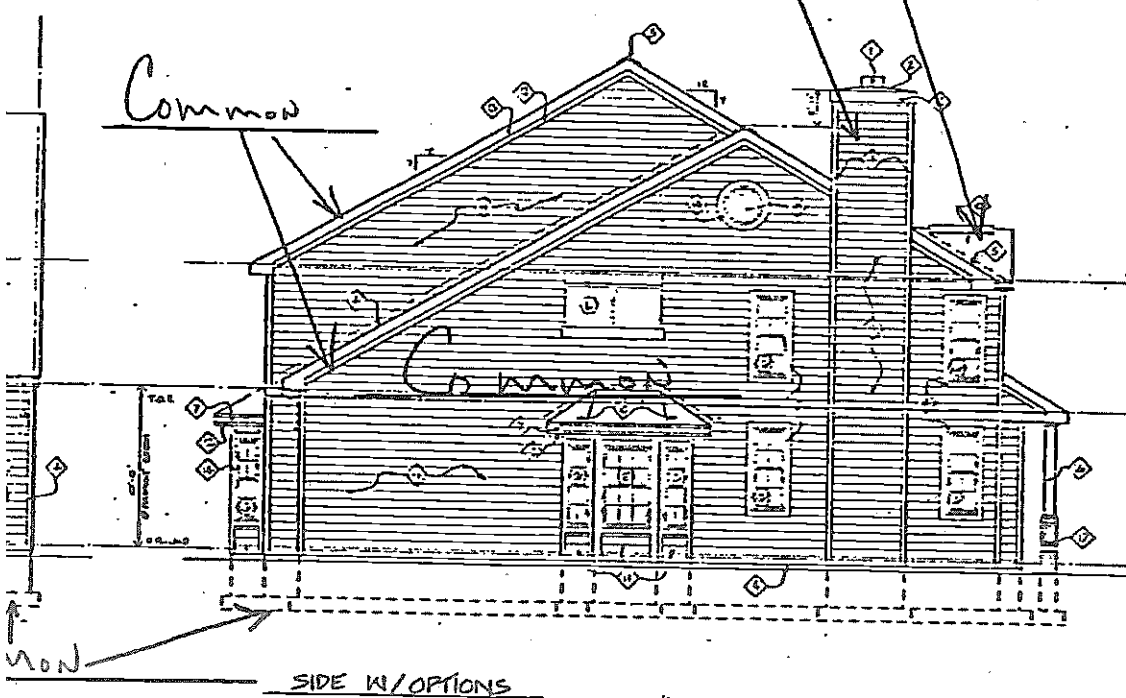
ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
1	2 SUPERIOR COP. 1/2" FLUE				
2	2 METAL FLEX EXHAUSTIVE COP.				
3	RIDGE VENT				
4	FLANKING				
5	VALLEY FLASHING				
6	FLASHING AS REQUIRED				
7	WOOD SHIMS (4" SQUARE)				
8	EMERGENCY HALF-ROOF				
9	CRACKER				
10	PAINT: 1/2" GYPSUM				
11	4" EXTERIOR SIDING				
12	TRIM				
13	TRIM				
14	TRIM				
15	TRIM				
16	TRIM				
17	TRIM				
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50	TRIM				

THE RIDINGS @ BROOKSIDE
 MACUNGIE BOROUGH
 LEHIGH COUNTY, PA.
 BROOKSIDE PARTNERS-DEVELOPERS

PROJECT #1999037, 104 W. 1ST ST., DATE: 4/14/07
 REVISED: DATE: 4/15/07

COMMON
 Limited Common
 Limited Common
 Common

Notes:
 1. Provide a 1/2" gyp at all dormers.
 2. Set splashers below all dormer windows and roof eaves.



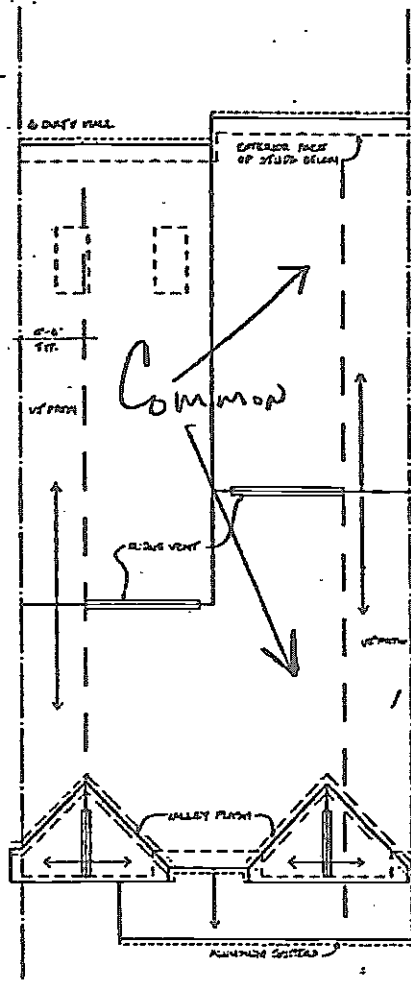
NOTATIONS
 SCALE: 1/4" = 1'-0"

V0622 P1023

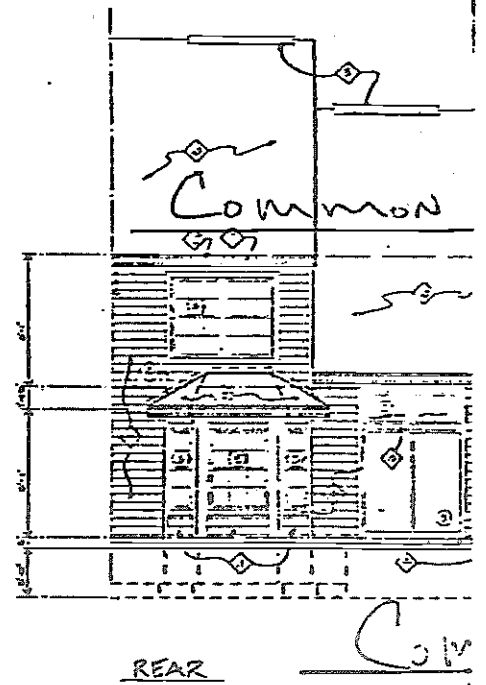
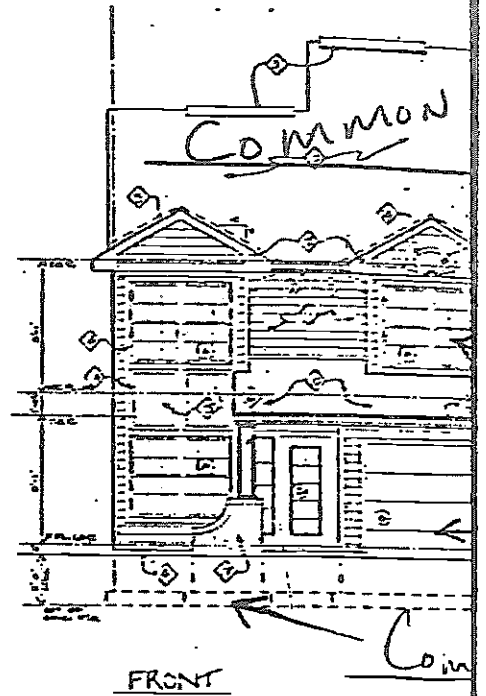
PROJECT #1999037, 104 W. 1ST ST., DATE: 4/14/07
 REVISED: DATE: 4/15/07

A-33

COMMON



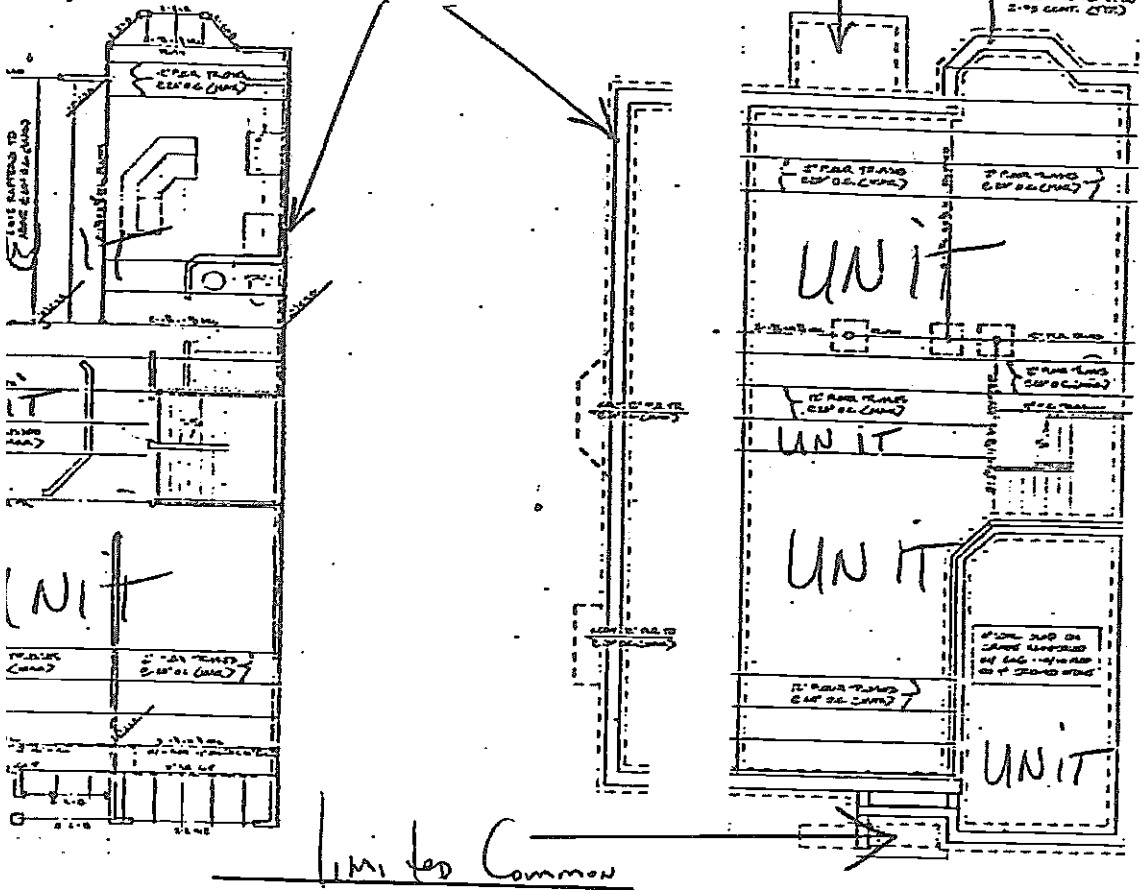
ROOF PLAN



CLARIDGE - ELB

Common

Limited Common

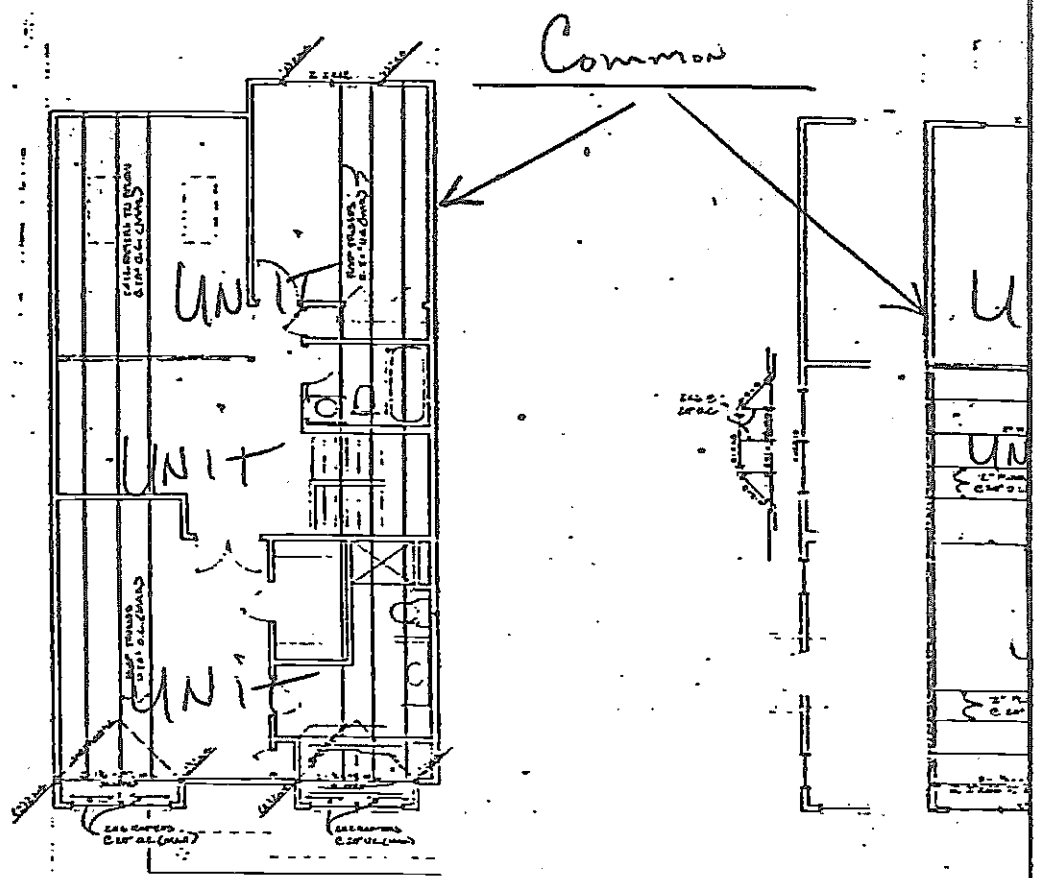


OCR FRAMING PLAN

FIRST FLOOR FRAMING PLAN

THE WELLS BROS. CO. ARCHITECTS
1000 BROADWAY
NEW YORK, N.Y. 10003
TEL. 212-685-1000

V0622 P1025



ROOF FRAMING PLAN

SECOND

CLARIDGE

STRUCTURAL - CLARIDGE

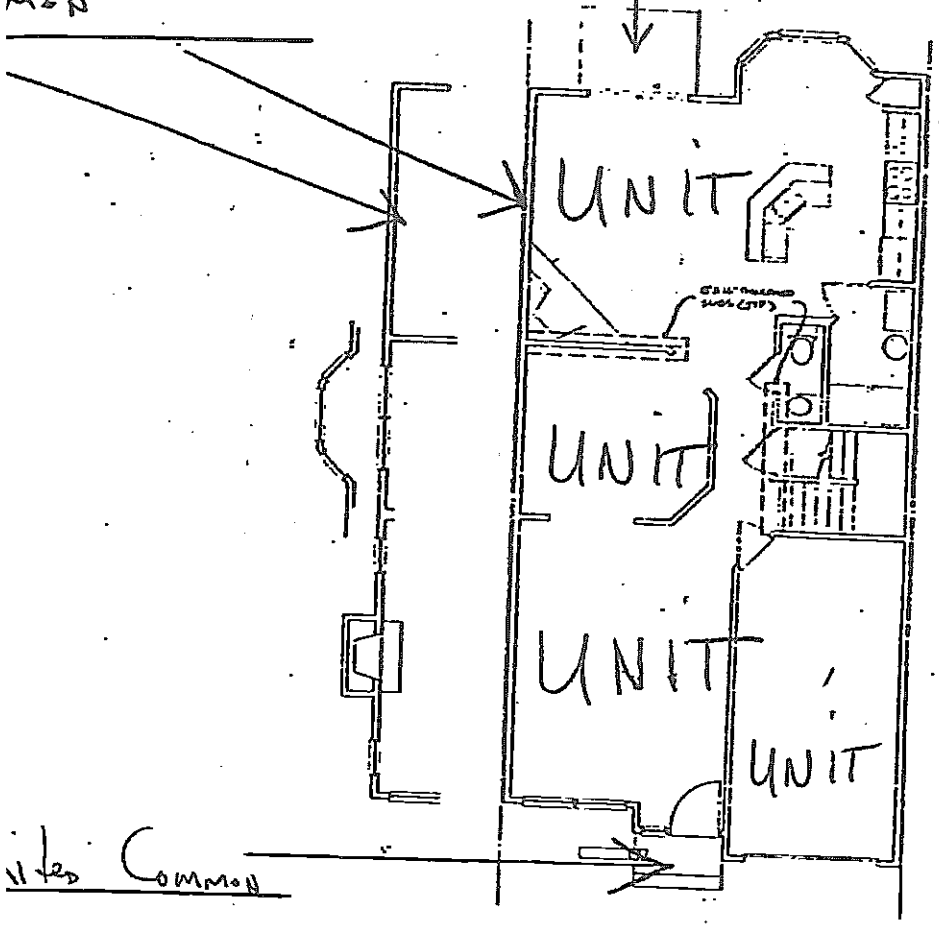
V0622 P1-026

MAN

Limited Common

W/tes Common

BRIDGE



SECOND FLOOR FRAMING PLAN

V0622.P1027

THE RIDINGS @ BROOKSIDE
MACUNGIE BOROUGH
LEHIGH COUNTY, PA.
BROOKSIDE PARTNERS-DEVELOPERS

PROJECT NO. 000001, JOHNSON ST.
 REVISION:

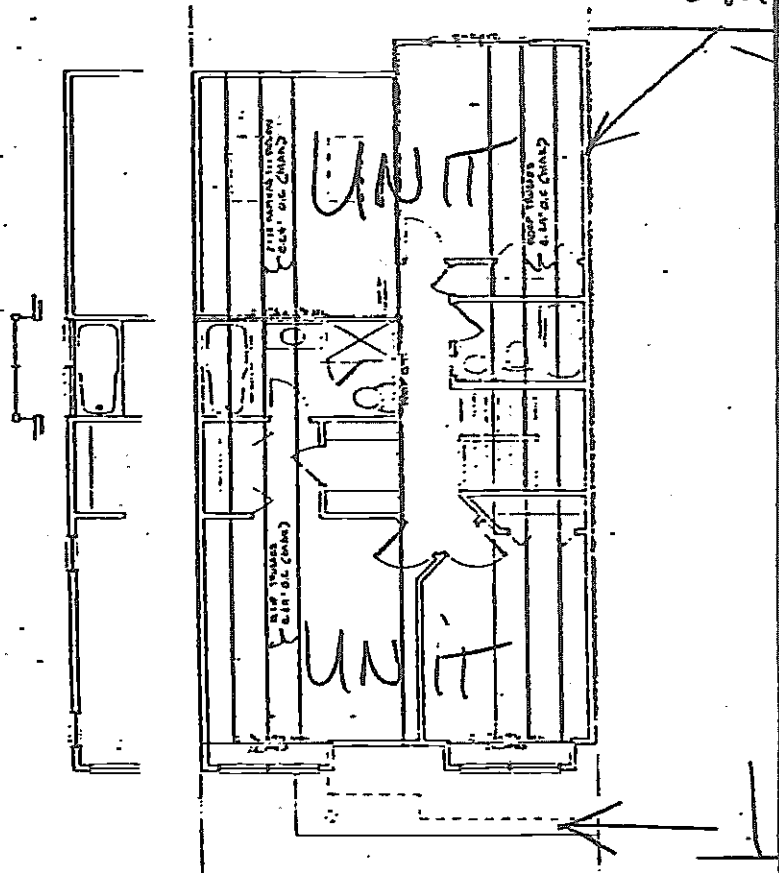
DATE: 4-20-07
 DATE:

DATE: 4-20-07

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G. ASSOCIATED ARCHITECTS
 ARCHITECTS
 200 Lehigh Ave., P.O. Box 1000, Lehigh, PA 18201-1000
 TEL: 610-781-1111 FAX: 610-781-1112

STRUCTURAL SECTION



ROOF FRAMING PLAN

Y0622 P1028

ELECTRICAL PLANS
SCALE: 1/8" = 1'-0"

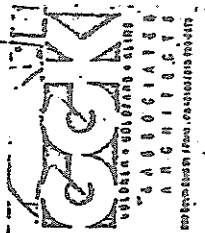
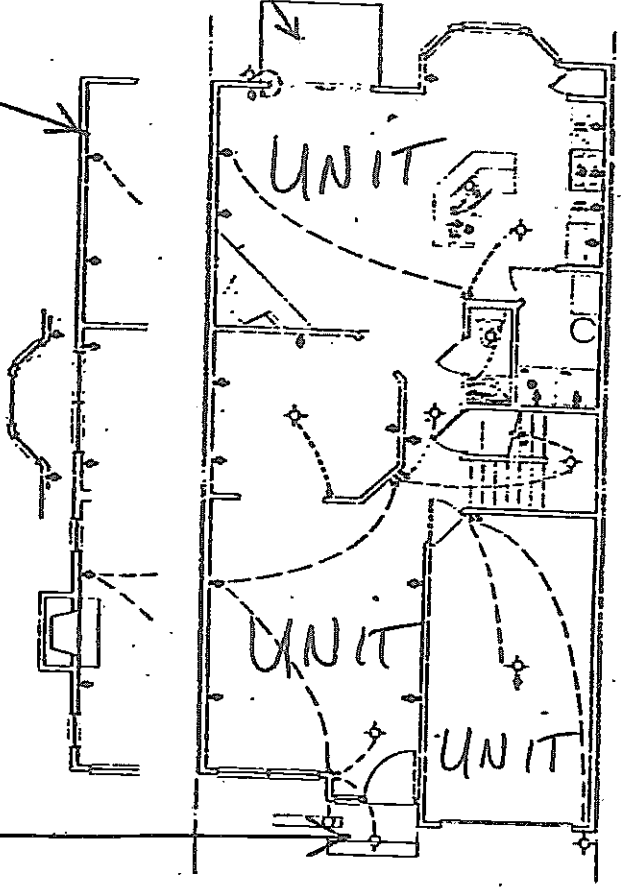
Y0622 P1029

FIRST FLOOR

Common

Limited Common

Mixed Common

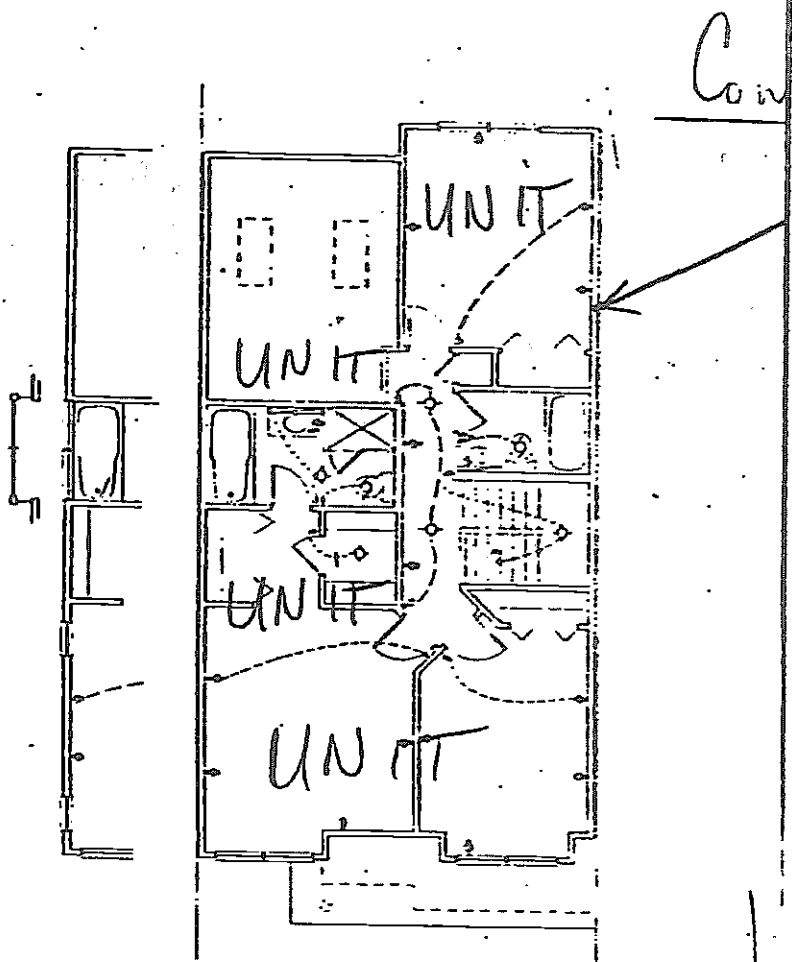


THE RIDINGS @ BROOKSIDE
MACUNGIE BOROUGH
LEHIGH COUNTY, PA.
BROOKSIDE PARTNERS-DEVELOPERS

PROJECT NO. 090931 (PHASE 1)	DATE: 04/08/09
REVISION	DATE

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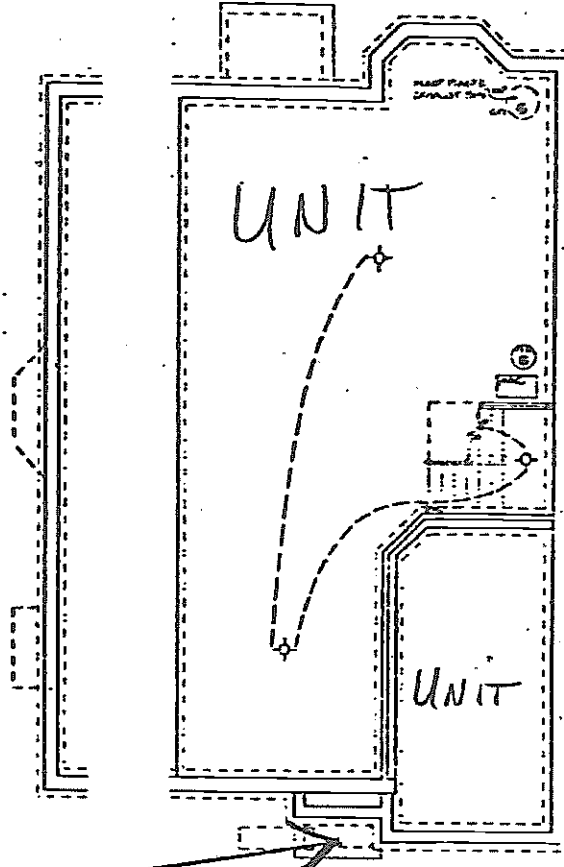
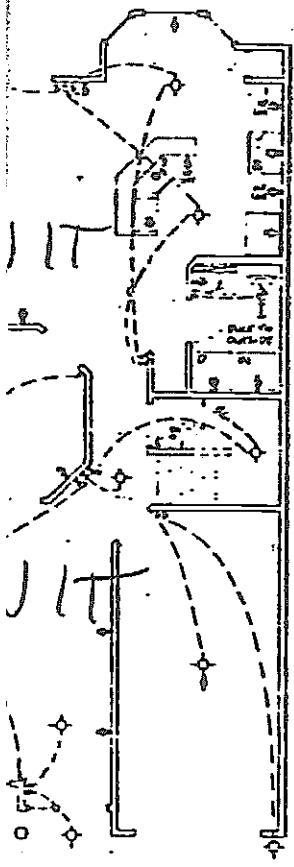
A-302



SECOND FLOOR

CLARIDGE - E1

V0622 P1030



limited Common

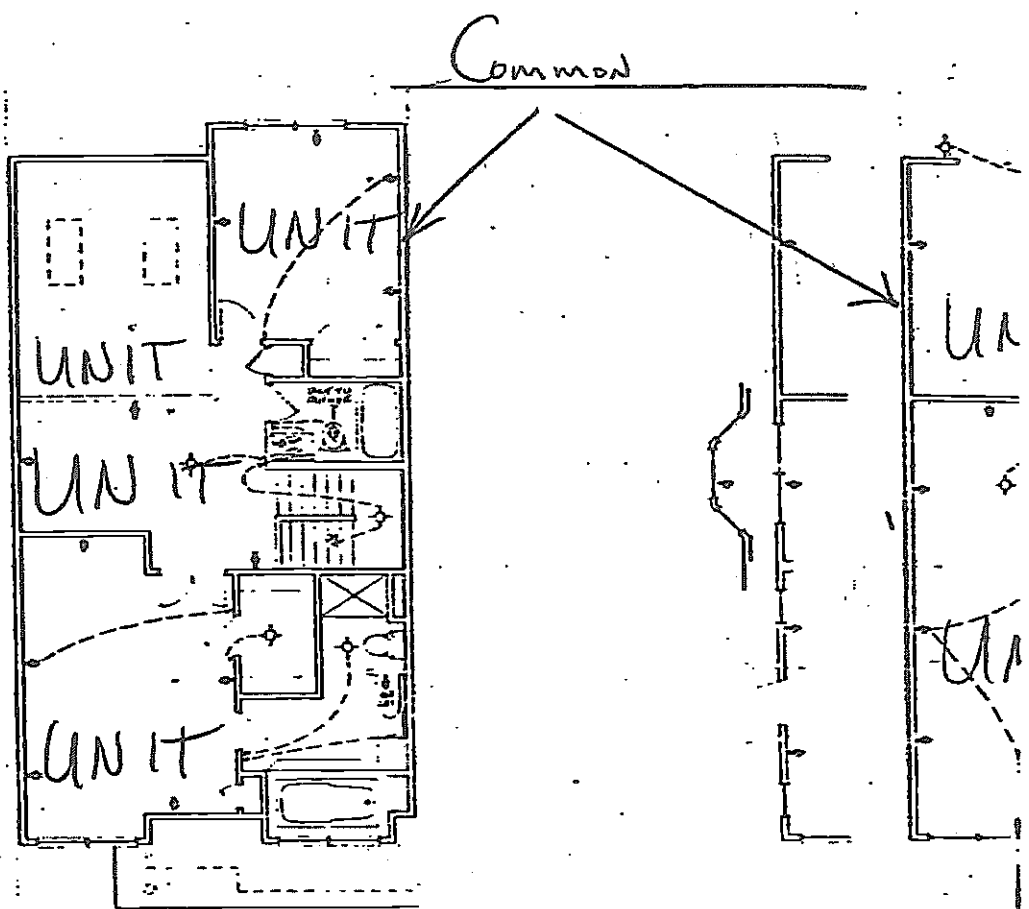
BASEMENT FLOOR

AL PLANS
SCALE 1/8" = 1'-0"

V0622 P1031

THE RIDINGS @ BROOKSIDE
 MACUNGHAN TOUCH
 LINGH COUNTY, PA
 BROOKSIDE PARTNERS-DEVELOPERS

PROJECT: BROOKSIDE @ BROOKSIDE	DATE: 10/1/01
DRAWN BY: [Name]	CHECKED BY: [Name]
SCALE: 1/8" = 1'-0"	
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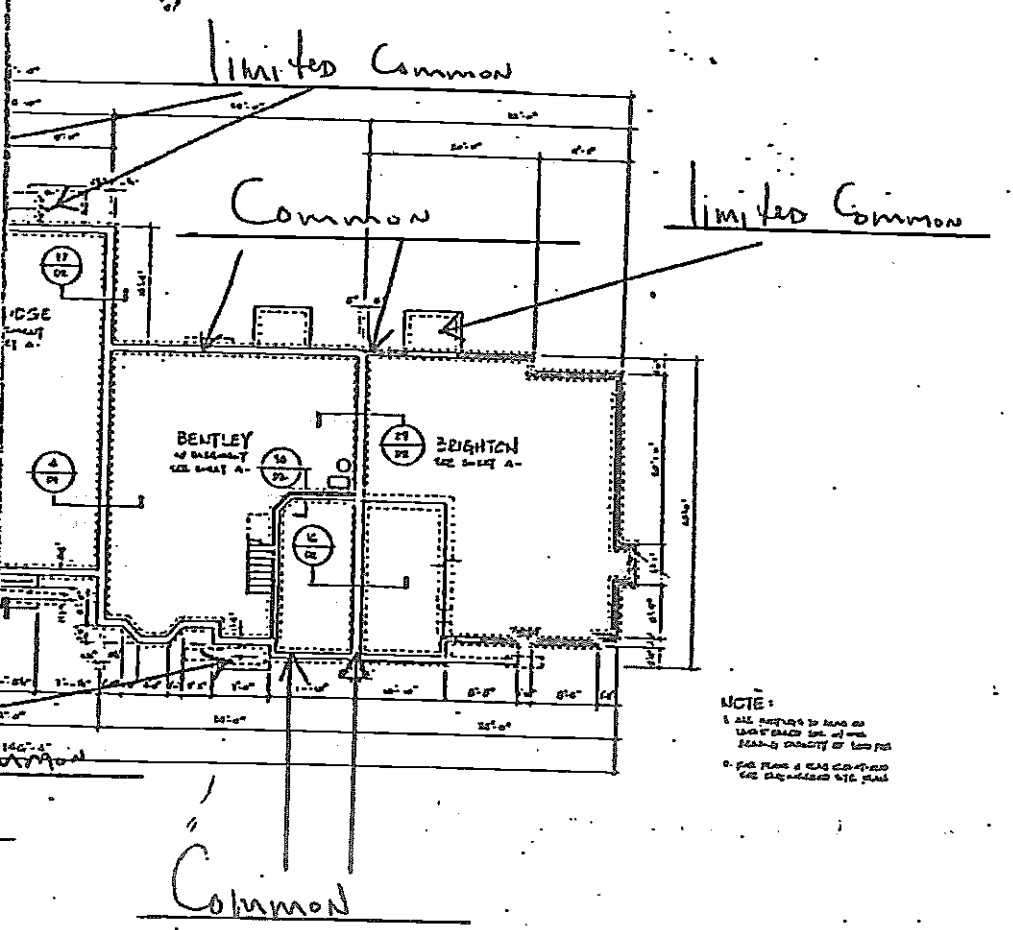
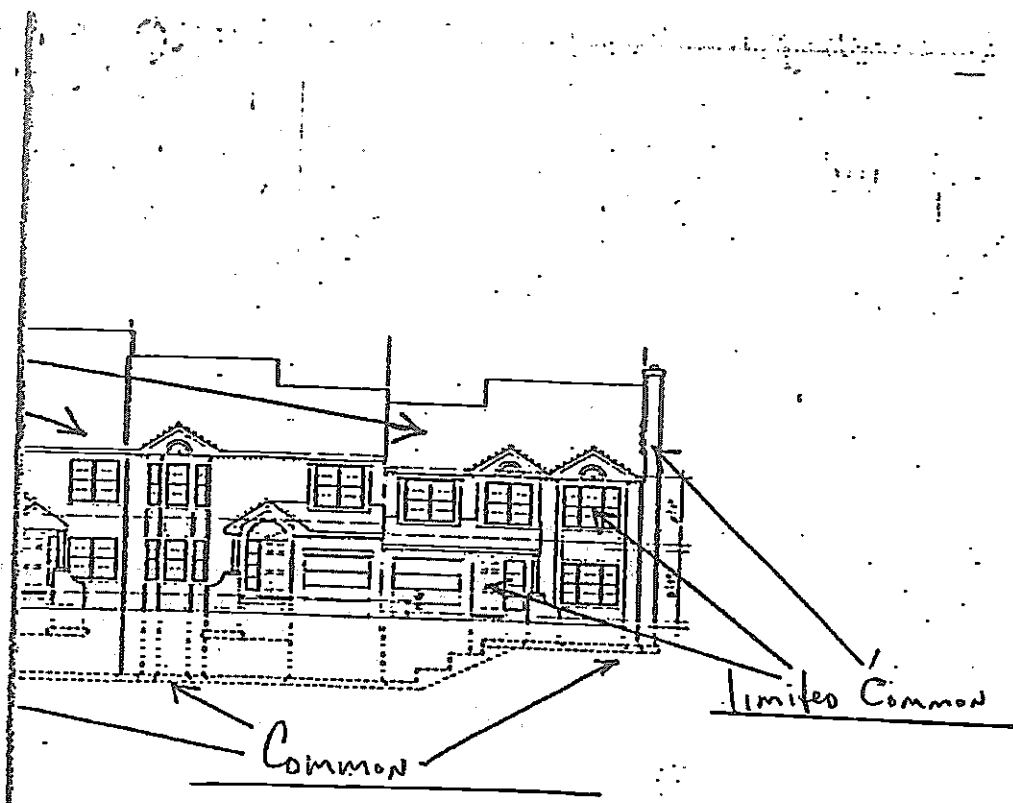
SECOND FLOOR

FIRST FLOOR

ELECTRICIAN - CLARIDGE

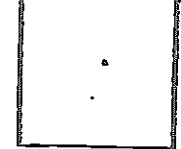
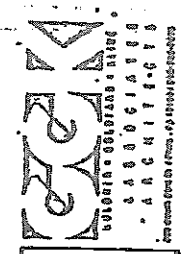
CLARIDGE - ELECTRICIAN
PLUMBING & ELECTRICAL

V0622 P1032



NOTE:
 1. ALL MEASUREMENTS TO FACE UNLESS OTHERWISE NOTED.
 2. SEE PLAN FOR ROOM SIZES AND FINISHES.
 3. SEE PLAN FOR ROOM SIZES AND FINISHES.

V0622 P1033



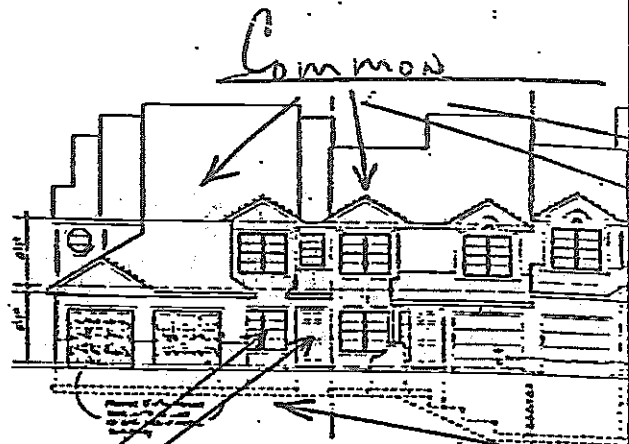
THE RIDINGS @ BROOKSIDE
 MACUNGIE BOROUGH
 LEHIGH COUNTY, PA.
 BROOKSIDE PARTNERS-DEVELOPERS

PROJECT: H020923 (PRELIMINARY)
 DATE: 2-21-17

REVISION:	DATE:

A-38

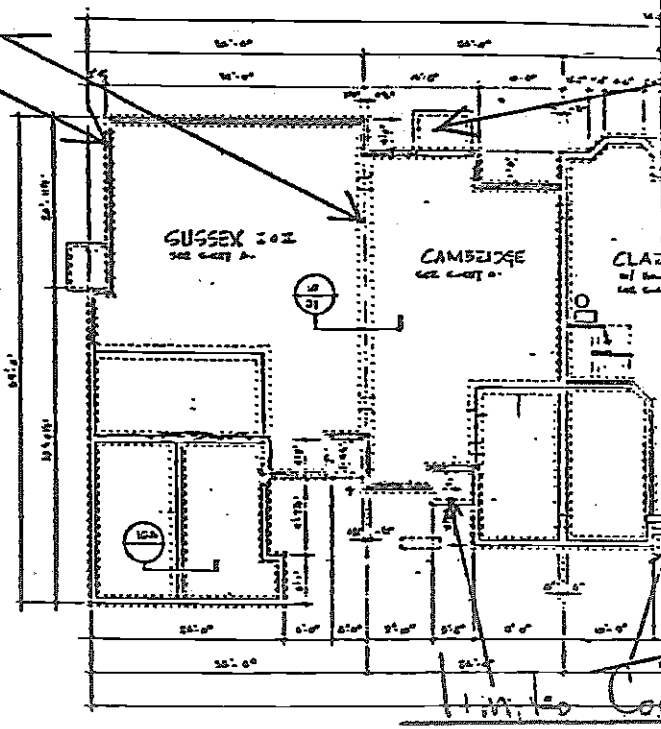
PROJECT: H020923 (PRELIMINARY) DATE: 2-21-17
 THE RIDINGS @ BROOKSIDE
 MACUNGIE BOROUGH, LEHIGH COUNTY, PA.
 BROOKSIDE PARTNERS-DEVELOPERS
 ALL MEASUREMENTS TO FACE UNLESS OTHERWISE NOTED. SEE PLAN FOR ROOM SIZES AND FINISHES. SEE PLAN FOR ROOM SIZES AND FINISHES.



FRONT ELEVATION - MODEL BUILDING
SCALE: 1/8" = 1'-0"

limited Common

Common



FOUNDATION PLAN - MODEL BUILDING
SCALE: 1/8" = 1'-0"

V0622 P1034

**RECORDED EASEMENTS, LICENSES AND
AGREEMENTS AFFECTING TITLE**

1. Twenty foot wide utility easement for purposes of installation, repair, maintenance and operation of water lines, sanitary sewer lines, storm sewer lines, Pennsylvania Power & Light, Bell Telephone and Cable T.V. Lines, as recorded in Deed Book 1391 Page 923.
2. Right of Way Grant in favor of Buckeye Pipe Line Corporation for purposes of constructing, operating, maintaining and repairing pipe lines for transportation of petroleum, gas and other liquids, as recorded in Deed Book 219 Page 362 and Deed Book 325 Page 636.
3. Storm Water Easement (off premises) from Stuart P. Kretzschmar for the benefit of the premises, subject to a duty of restoration in favor of said Stuart P. Kretzschmar, dated April 14, 1989 and recorded in Misc. Book 597 Page 801.
4. Recorded Plan for the Ridings At Brookside (formerly Brookside Heights) made by P. Joseph Lehman, Inc., dated August 26, 1988 last revised May 15, 1989 and recorded in Vol. 28 Page 36 and 77 which shows the following:
 - a) 30' wide utility easement
 - b) Buckeye pipeline
 - c) Setback lines
 - d) 30 foot access road
 - e) Perimeter easement
5. Deed of Easement and Right of Way for Water and Sewer purposes in favor of the Borough of Macungie and Macungie Borough Authority, dated March 2, 1989 and recorded June 6, 1989 in Misc. Book 596 Page 1176.
6. Subdivision Improvement Agreement for The Ridings At Brookside (formerly Brookside Heights) as recorded in Misc. Book 597 Page 803.
7. Phased Development Agreement for the Ridings At Brookside (formerly Brookside Heights), as recorded in Misc. Book 597 Page 858.
8. Terms, conditions, covenants and restrictions set forth in the Declaration of Condominium for The Ridings At Brookside, A Condominium, dated _____ and recorded _____ in Deed Book _____ Page _____.
9. Such other restrictions, conditions, easements covenants and declarations as may from time to time be granted or conveyed by Declarant.

MARTIN H. SCHULER COMPANY

ENGINEERS - LAND SURVEYORS
SUBDIVISION ENGINEERING - MUNICIPAL ENGINEERING
SITE PLANNING
1143 WALNUT STREET • ALLENTOWN, PA. 18102
(215) 433-3201
(215) 433-3202

Perimeter description of Phase Three of THE RIDINGS AT BROOKSIDE land development in Macungie Borough, Lehigh County

August 1, 1989

-----/-----

ALL THAT CERTAIN tract of land known and designated as Phase Three of The Ridings at Brookside land development as shown on a site plan prepared by P. Joseph Lehman, Inc., Consulting Engineers of Hollidaysburg, PA, situated in the Borough of Macungie, Lehigh County, Pennsylvania, more particularly described as follows:

BEGINNING at a point on the northern property line of The Ridings at Brookside land development said point being the northeast corner of The Ridings at Brookside land development.

thence extending along the property now or late of Brookside Country Club and along the eastern line of a 20' wide general utility and drainage easement South 6° - 58' - 04" east 297.34 feet to a point

thence extending along Phase One of The Ridings at Brookside land development the following six (6) courses and distances:

- (1) South 83° - 01' - 56" west 85.00 feet to a point
- (2) South 62° - 01' - 02" west 313.17 feet to a point
- (3) North 83° - 43' - 27" west 281.94 feet to a point
- (4) North 5° - 54' - 00" east 203.09 feet to a point
- (5) North 77° - 48' - 02" west 77.47 feet to a point
- (6) / North 81° - 03' - 49" west 150.68 feet to a point

thence extending along Phase Two of The Ridings at Brookside land development the following five (5) courses and distances:

- (1) North 16° - 28' - 56" east 208.80 feet to a point
- (2) North 78° - 27' - 16" west 90.00 feet to a point
- (3) North 11° - 32' - 44" east 50.00 feet to a point

EXHIBIT "G"

V0622 P1036

G-1

THE RIDINGS

T BROOKSIDE

ACUNGIE BOROUGH

August 1, 1989

page 2

(4) North 78° - 27' - 16" west 110.00 feet to a point

(5) North 11° - 32' - 44" east 80.00 feet to a point on the northern property line of The Ridings at Brookside land development.

thence extending along the property now or late of the Brookside Country Club and extending through the center of a 20' wide general utility and drainage easement

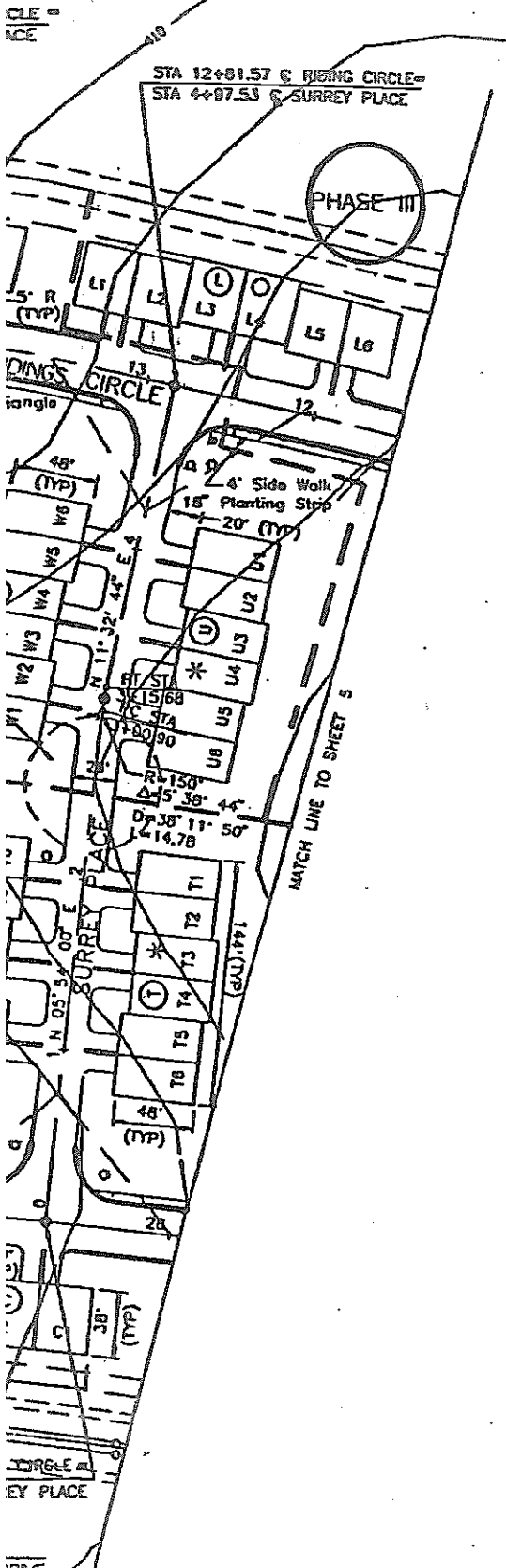
South 78° - 27' - 16" east 938.48 feet to the point of beginning.

CONTAINING: 8.1848 Acres

Subject, however, to various road access easements as shown on the aforementioned plans.

Subject, however, to various utility and drainage easements as shown on the aforementioned plans.

N/F Brookside Country Club



I hereby certify that I am a Professional Engineer licensed and registered under the laws of the Commonwealth of Pennsylvania, and that this preliminary/final plan is to the best of my knowledge and belief a correct representation of the proposed land development.

[Signature]
 PE, PLS
 Professional Engineer

Owner: Hornstein Enterprises, Inc.
 Address: Post Office Box 46, Whitland, PA 18032
 Telephone: 215-434-6637

COMMONWEALTH OF PENNSYLVANIA)
 COUNTY OF LEHIGH)

On this 15th day of May, 1988, before me, the undersigned officer, a Notary Public, personally appeared ALEX S. HORNSTEIN, who, being duly sworn according to law, acknowledged himself to be the President of Hornstein Enterprises, Inc., a Pennsylvania corporation, that the said Hornstein Enterprises, Inc. is the owner of the property shown on this plan, that this plan constitutes the act and plan of Hornstein Enterprises, Inc., which has made it of its free consent and desires the same to be recorded as such according to law.

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

HORNSTEIN ENTERPRISES, INC.
 By: *[Signature]* President
 Notary Public
 My Commission Expires: 03/28/1991

Approved on _____ by the Planning Commission of the Borough of Macungie, Lehigh County, Pennsylvania.

 President Secretary

Approved on _____ by the Borough Council of the Borough of Macungie, Lehigh County, Pennsylvania.

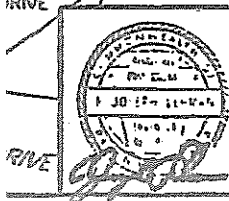
 President Secretary

Reviewed by the Joint Planning Commission of Lehigh and Northampton County.

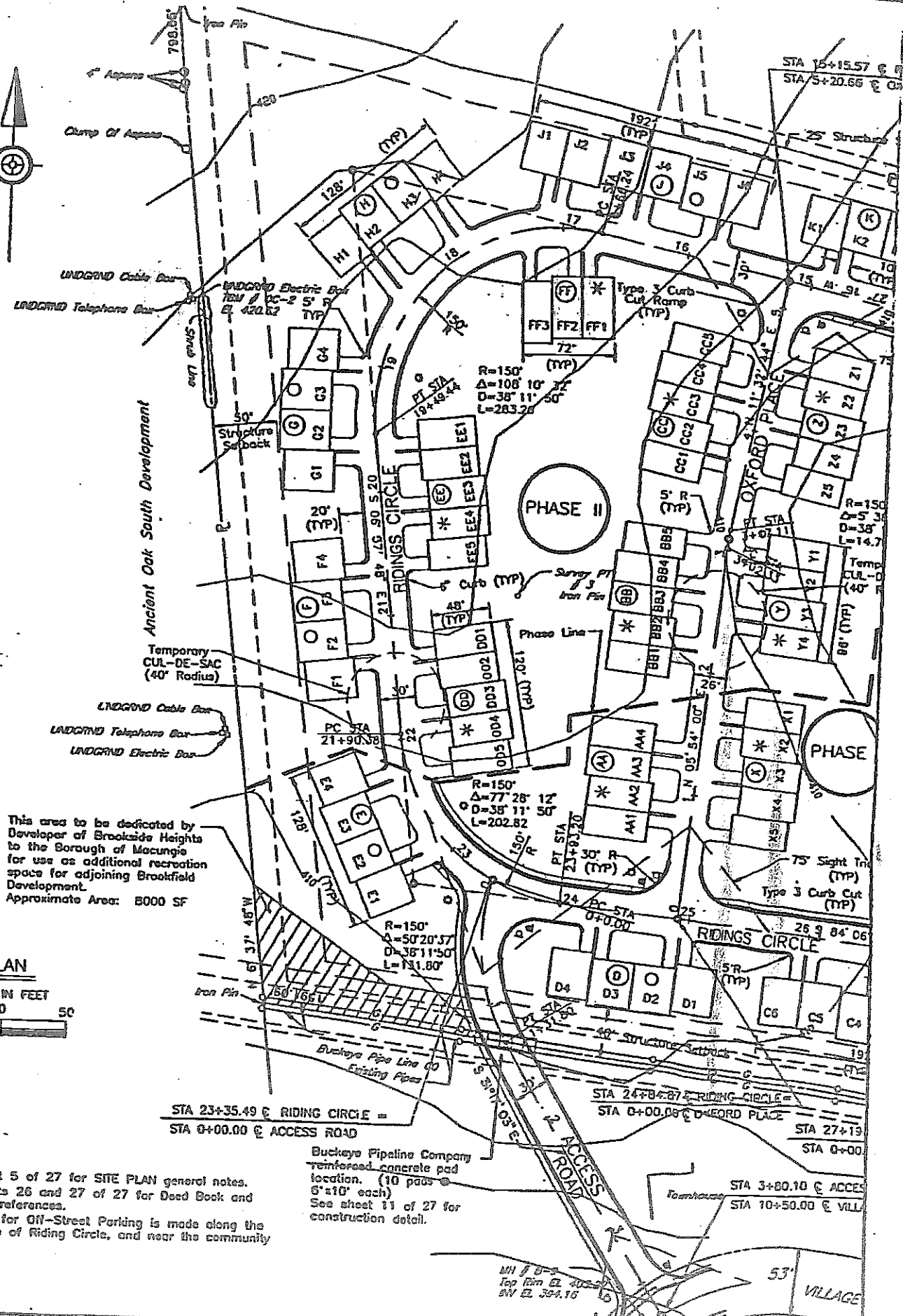
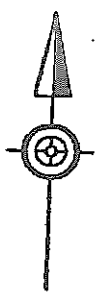
 Planner Date

SITE DATA

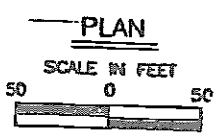
Total Acreage of Site	26.08 Acres
Number of Units	213 Units
Lineal Feet of Proposed Roads	5740 Feet
Average Gross Residential Density	8.17 Units/Acre
Water Supply System	Public
Sewage Disposal System	Public
Zoning District	R-7.8
Tax Map Reference	KB-Block 15, 2
Map Book Reference	Volume 27, Page 47
Deed Reference	Volume 1421, Page 657
Record Owner	Hornstein Enterprises, Inc.
Elevation Datum	USGS
Unit Breakdown:	
Phase I	54 Townhouses 34 Condominium Units
Phase II	66 Townhouses
Phase III	27 Townhouses 32 Condominium Units
Total	147 Townhouses 66 Condominium Units
Min. Lot area Townhouses	3000 SF per Dwelling Unit
Min. Lot area Condominiums	3000 SF per Dwelling Unit
Min. Lot width Townhouses	18 feet
Min. Lot width Condominiums	100 feet per building or building group
Max. height Townhouses	35 feet-2 1/2 stories
Max. height Condominiums	35 feet-2 1/2 stories
Min. Front Yard depth Townhouses	25 feet
Min. Front Yard depth Condominiums	50 feet per building or building group
One Side width Townhouses	15 feet each unattached side yard
One Side width Condominiums	30 feet per building or building group
Both Sides total width Condominiums	60 feet per building or building group
Side width abutting street or corner lot Condominiums	30 feet per building or building group
Rear depth Townhouses	25 feet
Rear depth Condominiums	50 feet per building or building group
Max. Coverage of lot Townhouses	40%
Max. Coverage of lot Condominiums	20%
○ Indicates 32'W x 38'D Unit (TYP)	
* Indicates 24'W x 48'D Unit (TYP)	



P. JOSEPH LEHMAN, INC. CONSULTING ENGINEERS HOLLIDAYSBURG, PENNSYLVANIA		DATE NO. REVISION 04/27/88 1 05/11/88 2 05/20/88 3 05/19/88 4	THE FINDINGS AT BROOKSIDE LAND DEVELOPMENT HORNSTEIN ENTERPRISES, INC. MACUNGIE BOROUGH LEHIGH COUNTY, PENNSYLVANIA	SHEET 4 OF 27
PROJECT NO.	3308.020	DATE	05/25/88	SITE PLAN



This area to be dedicated by Developer of Brookside Heights to the Borough of Macungie for use as additional recreation space for adjoining Brookfield Development.
Approximate Area: 8000 SF



STA 23+35.49 @ RIDING CIRCLE =
STA 0+00.00 @ ACCESS ROAD

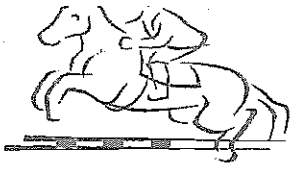
Buckeye Pipeline Company reinforced concrete pad location. (10 pads @ 6'x10' each)
See sheet 11 of 27 for construction detail.

NOTE: See sheet 5 of 27 for SITE PLAN general notes. See sheets 26 and 27 of 27 for Deed Book and Tax Map references. Provision for Off-Street Parking is made along the inner side of Riding Circle, and near the community building.

MN 8 8
Top Rim EL 402.5
BN EL 392.15

STA 3+80.10 @ ACCESS
STA 10+50.00 @ VILL

VILLAGE



The Ridings at Brookside
Condominium Association

AMENDMENTS

ENTERED
92 NOV 30 AM 11:15
RECORDER OF DEEDS
LEHIGH COUNTY, PA

AMENDMENT TO DECLARATION OF
CONDOMINIUM TO ADD ADDITIONAL REAL ESTATE

THIS AMENDMENT made this 30th day of November, 1992, by
("Declarant") witnesses that:

(A) Pursuant to a certain Declaration executed by Brookside Partners, a Pennsylvania General Partnership (Original Declarant), the predecessor in title to The Ridings at Brookside Development Corporation, a Pennsylvania Corporation (Declarant) and recorded on May 23, 1990, in the Office for the Recording of Deeds in and for Lehigh County, Pennsylvania, in Miscellaneous Book Volume 622, Page 879, ("Declaration"), Declarant submitted to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. Cons. Stat. 3101, et seq. ("Act") certain real estate described in Exhibit "A" to the Declaration and created a flexible condominium known as "The Ridings at Brookside" ("Condominium").

(B) Pursuant to Article XVIII of the Declaration, Declarant reserved an option to add to the Condominium all or any portions of the "Additional Real Estate" described in Exhibit "B" to the Declaration, without the consent of any Unit Owner or holder of any mortgage on any Unit.

(C) Declarant now desires to add to the Condominium that portion of the Additional Real Estate which is described as part of Exhibit "G" in the Declaration and as Exhibit "A" attached hereto and

which is referred to herein as the "Recreation Area" Addition to the Condominium.

(D) All capitalized terms which are not defined herein shall have the meanings specified in Article II of the Declaration.

(E) Pursuant to the provisions of Article XVIII of the Declaration and of Section 3211 of the Act, Declarant hereby submits to the provisions of the Act the "Recreation Area" Addition to Condominium, and the same shall be and constitute a part of the Condominium and of the Property. Further, pursuant to Section 3211 of the Act, the Declaration is hereby amended as follows:

(1) The term "Plan or Plans" as defined in Article II(r) of the Declaration shall henceforth mean the Plan or Plans attached to the Declaration as Exhibit "E" and the Plan or Plans attached hereto as Exhibit "B". Exhibit "A" hereto identifies and delineates all portions of the Recreation Area Addition to Condominium which are Common Elements for Recreation and contains no Unit or Units or Limited Common Elements. There is no Convertible Real Estate contained within the Recreation Area Addition to Condominium.

(2) This Amendment to the Declaration shall make no changes to the Declaration as it relates to the Common Expenses allocable to the maintenance, repair, replacement, and operation of recreation and associated facilities as set forth in Article V, Article XI(h), and any other part or portions of the Declaration applicable thereto.

EXHIBITS

EXHIBIT "A"

Description of Addition to Condominium Plan or Plans

(NOTE: This entire description is not included in the amended declaration. It is only that portion of the description that encompasses the "Recreation Area".

EXHIBIT "B"

Portion of plan showing the "Recreation Area".

Perimeter description of Phase Three of THE RIDINGS AT BROOKSIDE land development in Macungie Borough, Lehigh County

August 1, 1988

- - - - - / - - - - -

ALL THAT CERTAIN tract of land known and designated as Phase Three of The Ridings at Brookside land development as shown on a site plan prepared by P. Joseph Lehman, Inc., Consulting Engineers of Hollidaysburg, PA, situated in the Borough of Macungie, Lehigh County, Pennsylvania, more particularly described as follows:

BEGINNING at a point on the northern property line of The Ridings at Brookside land development said point being the northeast corner of The Ridings at Brookside land development.

thence extending along the property now or late of Brookside Country Club and along the eastern line of a 20' wide general utility and drainage easement South 6° - 58' - 04" east 297.34 feet to a point

thence extending along Phase One of The Ridings at Brookside land development the following six (6) courses and distances:

- (1) South 83° - 01' - 56" west 85.00 feet to a point
- (2) South 62° - 01' - 02" west 313.17 feet to a point
- (3) North 83° - 43' - 27" west 281.94 feet to a point
- (4) North 5° - 54' - 00" east 203.09 feet to a point
- (5) North 77° - 48' - 02" west 77.47 feet to a point
- (6) / North 81° - 03' - 49" west 150.68 feet to a point

thence extending along Phase Two of The Ridings at Brookside land development the following five (5) courses and distances:

- (1) North 16° - 28' - 56" east 208.80 feet to a point
- (2) North 78° - 27' - 16" west 90.00 feet to a point
- (3) North 11° - 32' - 44" east 50.00 feet to a point

EXHIBIT "G"

V0622 P1036

G-1

V0696 P0253

EXHIBIT "A"

THE RIDINGS

AT BROOKSIDE

MCUNGIE BOROUGH

August 1, 1989

Page 2

(4) North 78° - 27' - 16" west 110.00 feet to a point

(5) North 11° - 32' - 44" east 80.00 feet to a point on the northern property line of The Ridings at Brookside land development.

thence extending along the property now or late of the Brookside Country Club and extending through the center of a 20' wide general utility and drainage easement

South 78° - 27' - 16" east 938.48 feet to the point of beginning.

CONTAINING: 8.1848 Acres

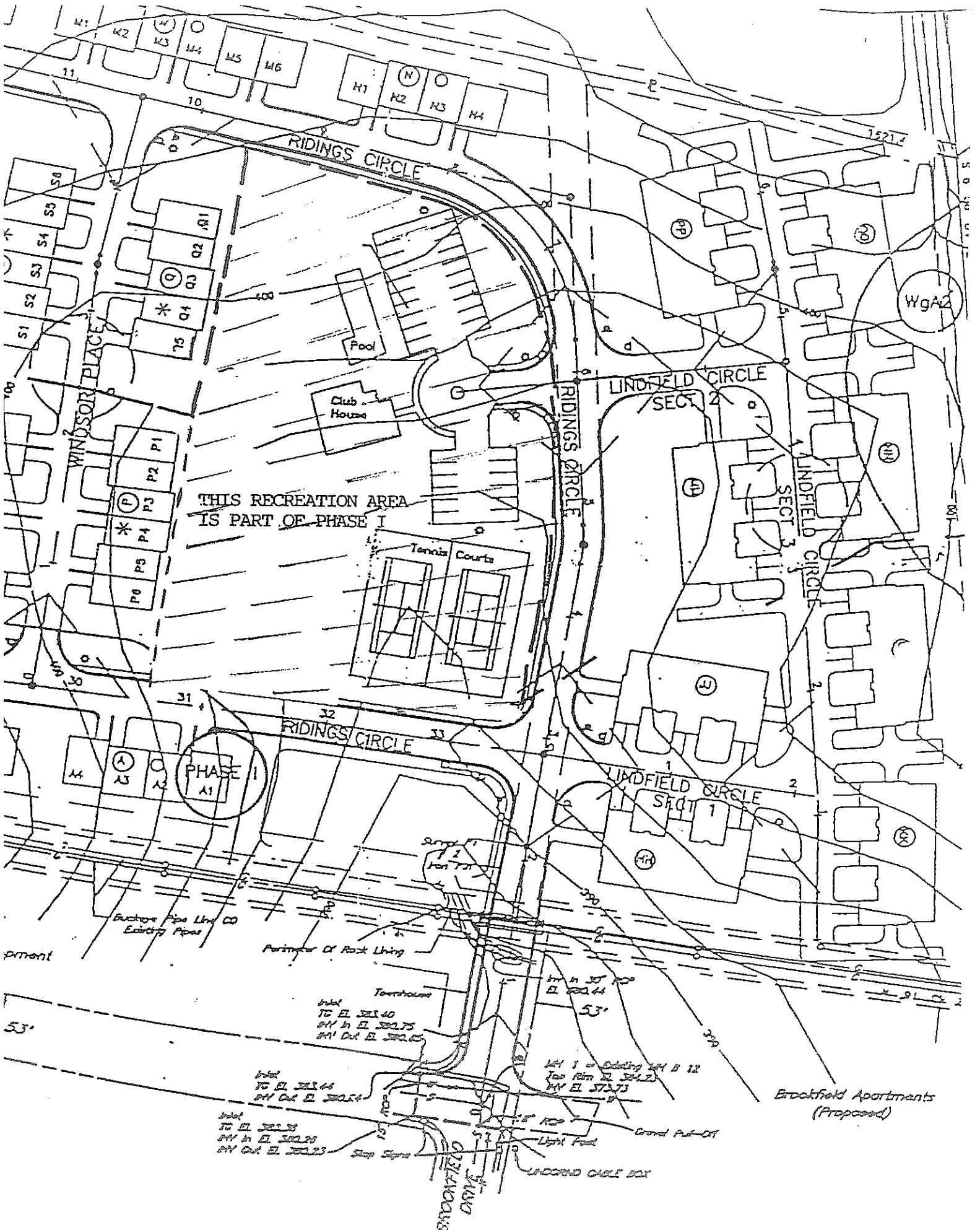
Subject, however, to various road access easements as shown on the aforementioned plans.

Subject, however, to various utility and drainage easements as shown on the aforementioned plans.

V0622 P1037

G-2

V0696 P0254



THIS RECREATION AREA IS PART OF PHASE I

PHASE I
A1

Brookfield Apartments
(Proposed)

(3) Except as specifically amended hereby, the Declaration remains in full force and effect in accordance with its terms.

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

BY: [Signature] President
WITNESS: [Signature]

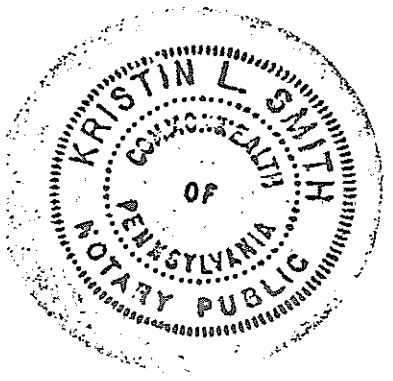
SWORN to and subscribed before me this 30th day of November, 1992.

Commonwealth of Pennsylvania
County of Lehigh

On the 30th day of November, 1992, before me, a notary public, the undersigned officer, personally appeared [Signature] who acknowledged to me the [Signature] [Signature] Development Corporation and [Signature] Officer, being authorized to do so, executed the within document for the purposes therein contained by signing the name of the [Signature] of [Signature] Development Corporation as [Signature] Officer. In witness whereof I have set my hand & seal.

Kristin L. Smith
NOTARY PUBLIC

Notarial Seal
Kristin L. Smith, Notary Public
Allentown, Lehigh County
My Commission Expires June 17, 1996
Member, Pennsylvania Association of Notaries



MAIL [Signature], [Signature] & [Signature] attys

93 JUN 29 PM 3:49

RECORDER OF DEEDS
LEHIGH COUNTY, PA

SECOND AMENDMENT TO DECLARATION OF THE RIDINGS AT BROOKSIDE
CONDOMINIUM

This Amendment made this 27th day of May, 1993, by THE
RIDINGS AT BROOKSIDE DEVELOPMENT CORPORATION ("Declarant")
witnesses that:

A. Pursuant to a certain Declaration executed by Declarant
and recorded on May 23, 1990, in the Office for Recording of Deeds
in and for Lehigh County, Pennsylvania, in Deed Book 622, Page 879
("Declaration"), Declarant submitted to the provisions of the
Pennsylvania Uniform Condominium Act, 68 Pa. Cons. Stat Section
3101, et seq. ("Act") certain real estate described in Exhibit "A"
to the Declaration and created a flexible condominium known as "The
Ridings at Brookside" ("Condominium"). (On November 30, 1992),
Declarant recorded in Miscellaneous Book 696, Page 250, the First
Amendment to the Declaration. As used in this Second Amendment,
the term "Declaration" shall mean the Declaration as previously
amended.)

B. Pursuant to Article VII of the Declaration, Declarant
reserved an option to convert to Units, Limited Common Elements or
any combination thereof all or any portions of the "Convertible
Real Estate" described in Exhibit C to the Declaration without the
consent of any Unit Owner or holder of any mortgage on any Unit.

C. Declarant now desires to convert to the Condominium all or
any portions of the Convertible Real Estate which is shown as
Exhibit "A" attached hereto and which is referred to herein as the

V0718 P0842

"Converted Real Estate."

D. All capitalized terms which are not defined herein shall have the meanings specified in Article II of the Declaration.

E. Pursuant to the provisions of Article VII of the Declaration and of Section 3211 of the Act, Declarant declares that the Converted Real Estate, including all of the improvements erected or to be erected thereon are substantially completed and the Declaration is hereby amended as follows:


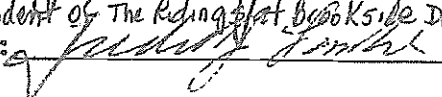
1. The term "Plats" and "Plans" as defined in Article II(r) of the Declaration shall henceforth mean the Plats and Plans attached to the Declaration as Exhibit E and the Plats and Plans which are attached hereto as Exhibit A; Exhibit B hereto identifies and delineates the Converted Real Estate as Building KK.

2. There are eight (8) Units located on the Converted Real Estate.

3. In accordance with Article V of the Declaration, the Percentage Interest appurtenant to each Unit shall henceforth be as set forth in Exhibit B attached hereto and made a part hereof, which Exhibit is hereby substituted for Exhibit "D" which was attached to the Declaration and referred to in Article V of the Declaration.

4. Except as specifically amended hereby, the Declaration remains in full force and effect in accordance with its terms.

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

BY: 
President of The Ridgely Brookside Development Corp.
WITNESS: 

CERTIFICATE OF SUBSTANTIAL COMPLETION OF BUILDINGS

I, *Franklin Lloyd Yeko*, a (registered surveyor, licensed architect, professional engineer) in the Commonwealth of Pennsylvania (License No. *EX 4526*), hereby certify that all structural components and mechanical systems of all Buildings containing or comprising Units in the preceding (Second Amendment to Declaration) of Ridings at Brookside Condominium are substantially complete in accordance with Plats and Plans attached to the Second Amendment.

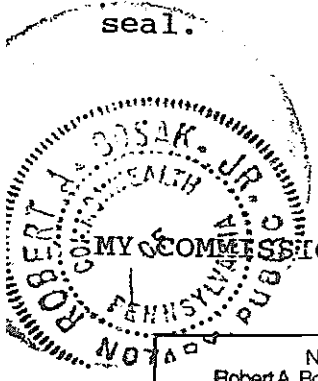
Franklin L. Yeko, P.E.
President of Yeko Architects

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LEHIGH)

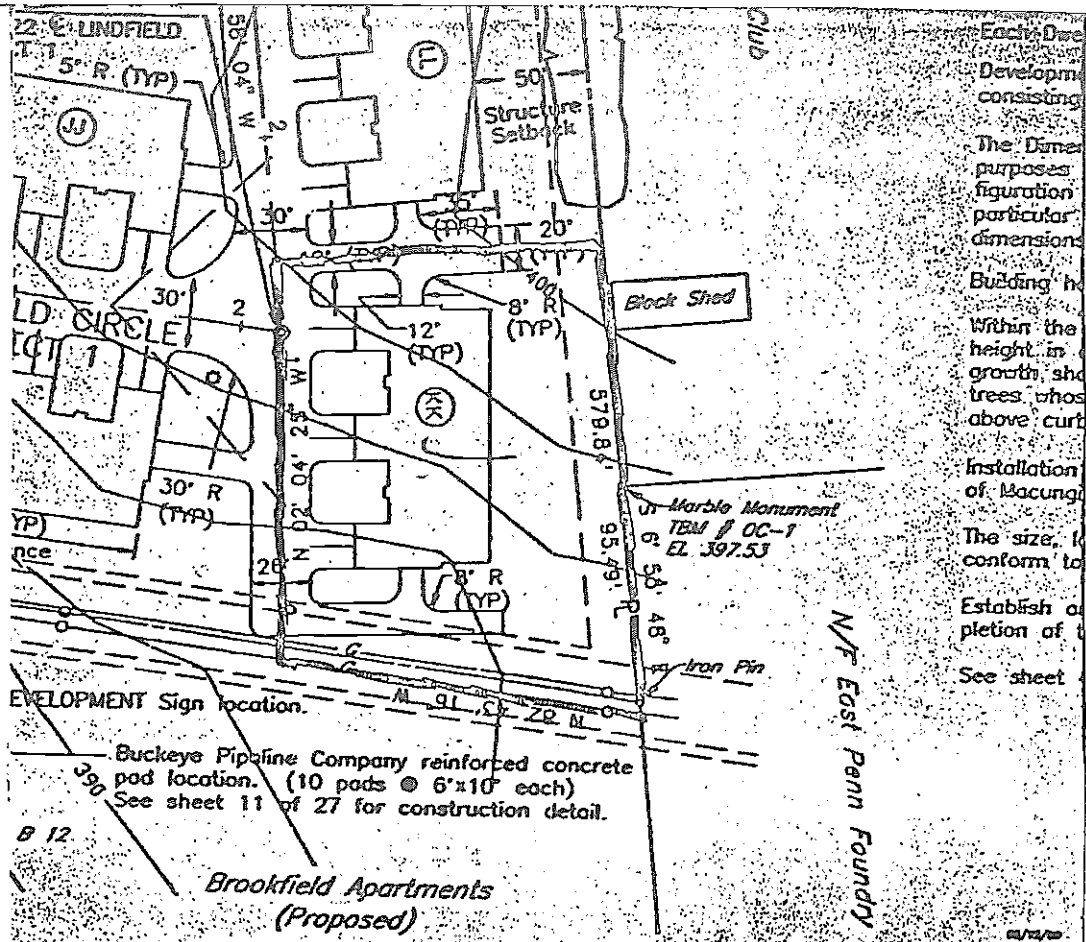
On this, the 22 day of JUNE, 1993, before me the undersigned officer, personally appeared Donald L. Kelly R.A. known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purpose therein contained, and desired the same might be recorded as such, according to law.

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

[Signature]
NOTARY PUBLIC



MY COMMISSION EXPIRES:
Notarial Seal
Robert A. Bosak, Jr., Notary Public
Allentown, Lehigh County
My Commission Expires May 31, 1997
Member, Pennsylvania Association of Notaries



Each Date
Developm
consisting
The Dena
purposes
figuration
particular
dimensions
Building h
Within the
height in
growth, sha
trees whos
above curb
Installation
of Macung
The size, l
conform to
Establish a
pletion of t
See sheet

Buckeye Pipeline Company reinforced concrete pad location. (10 pads @ 6'x10' each)
See sheet 11 of 27 for construction detail.

Brookfield Apartments (Proposed)



P. JOSEPH LEHMAN, INC.
CONSULTING ENGINEERS
HOLLIDAYSBURG, PENNSYLVANIA

PROJECT NO. 3308.520 DATE 08/20/88

DATE	NO.
01/27/88	1
01/27/88	2
01/27/88	3
01/27/88	4

EXHIBIT
V0718-P0846

PERCENTAGE INTEREST SCHEDULE

<u>Bldg</u>	<u>Unit</u>	<u>Model Type</u>	<u>Percentage Interest</u>
A	148	Bentley	.04135
A	150	Brighton	.04089
A	152	Bentley	.04135
A	153	Brighton	.04089
R	302*	Sussex I	.02425
R	304*	Sussex II	.02945
R	306*	Cambridge	.03580
R	308*	Claridge	.03788
R	310*	Bentley	.04135
R	312*	Brighton	.04089
T	301	Claridge	.03788
T	303	Cambridge	.03580
T	305	Claridge	.03788
T	307	Cambridge	.03580
T	309	Claridge	.03788
T	311	Cambridge	.03580
HH	102	Sussex I	.02425
HH	104	Essex I	.02171
HH	106	Essex I	.02171
HH	108	Sussex I	.02425
HH	110	Sussex II	.02945
HH	112	Essex II	.02578
HH	114	Essex II	.02578
HH	116	Sussex II	.02945
KK	120	Sussex I	.02425
KK	122	Essex I	.02171
KK	124	Essex I	.02171
KK	126	Sussex I	.02425
KK	128	Sussex II	.02945
KK	130	Essex II	.02578
KK	132	Essex II	.02578
KK	134	Sussex II	.02945
Total			<u>1.00000</u>

* Indicates sample or model units and/or units that may be used for sales and administrative purposes by Declarant.

EXHIBIT "B"

V0718 P0847

COMMONWEALTH OF PENNSYLVANIA

)

COUNTY OF LEHIGH

)

SS:

)

On this 22nd day of June, 1993, before me, a Notary Public, personally appeared, GOPAL KAPOOR, President of THE RIDINGS AT BROOKSIDE DEVELOPMENT CORP., known to me (or satisfactorily proven) to be the President whose name is subscribed to the within instrument, and acknowledged that he has executed the same to be the act and Deed of the said THE RIDINGS AT BROOKSIDE DEVELOPMENT CORP. to the intent that the same may be duly recorded.

Danielle Marchetto
Notary Public

MY COMMISSION EXPIRES:

July 29 1995

Notarial Seal
Danielle Marchetto, Notary Public
Allentown, Lehigh County
My Commission Expires July 29, 1995
Member, Pennsylvania Association of Notaries



RECORDED
LEHIGH COUNTY, PA.

93 OCT -7 PM 3:23

THIRD AMENDMENT TO DECLARATION OF THE RIDINGS AT BROOKSIDE
CONDOMINIUM

This Amendment made this 6th day of October, 1993, by
THE RIDINGS AT BROOKSIDE DEVELOPMENT CORPORATION ("Declarant")
witnesses that:

A. Pursuant to a certain Declaration executed by Declarant and recorded on May 23, 1990, in the Office for Recording of Deeds in and for Lehigh County, Pennsylvania, in Deed Book 622, Page 879 ("Declaration"), Declarant submitted to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. Cons. Stat Section 3101, et seq. ("Act") certain real estate described in Exhibit "A" to the Declaration and created a flexible condominium known as "The Ridings at Brookside" ("Condominium"). (On November 30, 1992), Declarant recorded in Miscellaneous Book 696, Page 250, the First Amendment to the Declaration. As used in this Third Amendment, the term "Declaration" shall mean the Declaration as previously amended.)

B. Pursuant to Article VII of the Declaration, Declarant reserved an option to convert to Units, Limited Common Elements or any combination thereof all or any portions of the "Convertible

Real Estate" described in Exhibit C to the Declaration without the consent of any Unit Owner or holder of any mortgage on any Unit.

C. Declarant now desires to convert to the Condominium a portion of the Convertible Real Estate, which portion is described in Exhibit "A" attached hereto and which is referred to herein as the "Converted Real Estate."

D. All capitalized terms which are not defined herein shall have the meanings specified in Article II of the Declaration.

E. Pursuant to the provisions of Article VII of the Declaration and of Section 3211 of the Act, Declarant declares that the Converted Real Estate, including all of the improvements erected or to be erected thereon are substantially completed, Affidavit of Completion attached as Exhibit "B" and the Declaration is hereby amended as follows:

1. The term "Plats" and "Plans" as defined in Article II(r) of the Declaration shall henceforth meant the Plats and Plans attached to the Declaration as Exhibit E and the Plats and Plans which are attached hereto as Exhibit A. Exhibit A hereto identifies and delineates the Converted Real Estate as Building B.

2. There are five (5) Units located on the Converted Real Estate.

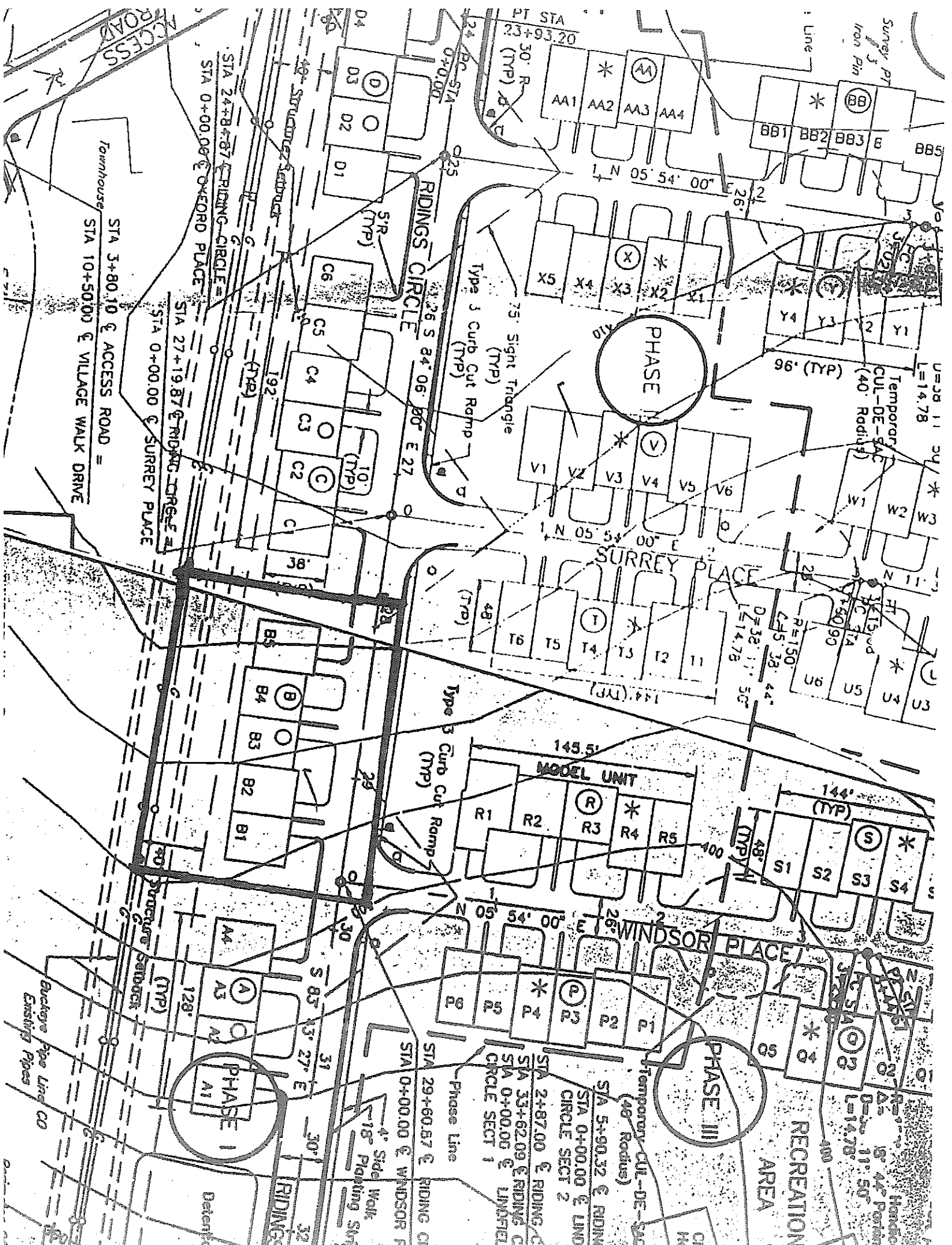
3. In accordance with Article V of the Declaration, the Percentage Interest appurtenant to each Unit shall henceforth be as set forth in Exhibit C attached hereto and made a part hereof, which Exhibit is hereby substituted for Exhibit "D" which was attached to the Declaration and referred to in Article V of the Declaration.

4. Except as specifically amended hereby, the Declaration remains in full force and effect in accordance with its terms.

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

BY: Gopal Kapoor
Gopal Kapoor
President of THE RIDINGS AT
BROOKSIDE DEVELOPMENT CORP.

WITNESS: [Signature]



ACCESS ROAD
 Townhouse
 STA 3+80.10 @ ACCESS ROAD =
 STA 10+50.00 @ VILLAGE WALK DRIVE
 STA 24+87.00 @ RIDINGS CIRCLE =
 STA 0+00.00 @ OXFORD PLACE
 STA 27+19.87 @ RIDINGS CIRCLE =
 STA 0+00.00 @ SURREY PLACE

RIDINGS CIRCLE
 Type 3 Curb Cut Ramp
 75' Sight Triangle
 18' Paving Strip
 4' Side Walk

PHASE II

MODEL UNIT

PHASE III

RECREATION AREA

Buckeye Pipe Line CO
 Existing Pipes

PHASE I

STA 29+60.57 @ RIDING CIR
 STA 0+00.00 @ WINDSOR P
 STA 5+90.32 @ RIDING C
 STA 0+00.00 @ LINDS
 STA 2+87.00 @ RIDING C
 STA 33+62.09 @ RIDING C
 STA 0+00.00 @ LINDS
 STA 0+00.00 @ LINDS
 STA 0+00.00 @ LINDS

Temporary CUL-DE-SAC
 (40' Radius)
 Temporary CUL-DE-SAC
 (40' Radius)

Handicap
 15' 4" Porch
 L=14.78
 D=32.11' 50"

CERTIFICATE OF SUBSTANTIAL COMPLETION OF BUILDINGS

I, FRANKLIN LLOYD GEHO, a (registered surveyor, licensed architect, professional engineer) in the Commonwealth of Pennsylvania (License No. Ex 4526), hereby certify that all structural components and mechanical systems of all Buildings containing or comprising Units in the Preceding (Third Amendment to Declaration) of Ridings at Brookside Condominium are substantially complete in accordance with Plats and Plans attached to the Third Amendment.

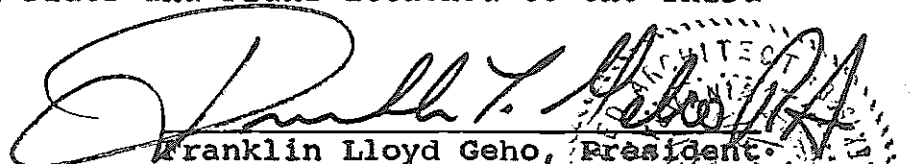

Franklin Lloyd Geho, President
GEHO ARCHITECTS



EXHIBIT "B"

COMMONWEALTH OF PENNSYLVANIA)
)
) SS:
)
COUNTY OF LEHIGH)

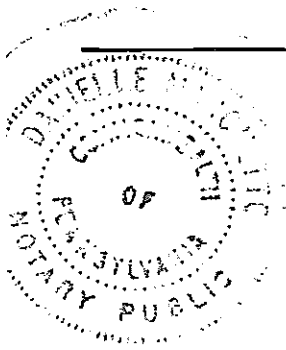
On this, the *6th* day of *October*, 1993, before me the undersigned officer, personally appeared FRANKLIN LLOYD GEHO, President of Geho Architect, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purpose therein contained, and desired the same might be recorded as such, according to law.

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

Danielle Marchetto
Notary Public

MY COMMISSION EXPIRES:

Notarial Seal
Danielle Marchetto, Notary Public
Allentown, Lehigh County
My Commission Expires July 29, 1995
Member, Pennsylvania Association of Notaries



PERCENTAGE INTEREST SCHEDULE

<u>Bldg</u>	<u>Unit</u>	<u>Model Type</u>	<u>Percentage Interest</u>
A	148	Bentley	.03429
A	150	Brighton	.03391
A	152	Bentley	.03424
A	153	Brighton	.03391
R	302*	Sussex I	.02011
R	304*	Sussex II	.02442
R	306*	Cambridge	.02969
R	308*	Claridge	.03142
R	310*	Bentley	.03429
R	312*	Brighton	.03391
T	301	Claridge	.03142
T	303	Cambridge	.02969
T	305	Claridge	.03142
T	307	Cambridge	.02969
T	309	Claridge	.03142
T	311	Cambridge	.02969
HH	102	Sussex I	.02011
HH	104	Essex I	.01801
HH	106	Essex I	.01801
HH	108	Sussex I	.02011
HH	110	Sussex II	.02442
HH	112	Essex II	.02138
HH	114	Essex II	.02138
HH	116	Sussex II	.02442
KK	120	Sussex I	.02011
KK	122	Essex I	.01801
KK	124	Essex I	.01801
KK	126	Sussex I	.02011
KK	128	Sussex II	.02442
KK	130	Essex II	.02138
KK	132	Essex II	.02138
KK	134	Sussex II	.02442

V0731 P0185

B	160	Bentley	.03429
B	162	Brighton	.03391
B	164	Bentley	.03429
B	166	Brighton	.03391
B	168	Bentley	<u>.03429</u>
		Total	1.00000

* Indicates sample or model units and/or units that may be used for sales and administrative purposes by Declarant.

EXHIBIT "C"

V0731 P0186

COMMONWEALTH OF PENNSYLVANIA)
)
) SS:
COUNTY OF LEHIGH)

On this *6th* day of *October*, 1993, before me, a Notary Public, personally appeared, GOPAL KAPOOR, President of THE RIDINGS AT BROOKSIDE DEVELOPMENT CORP., known to me (or satisfactorily proven to be the President whose name is subscribed to the within instrument, and acknowledged that he has executed the same to be the act and Deed of the said THE RIDINGS AT BROOKSIDE DEVELOPMENT CORP. to the intent that the same may be duly recorded.

Danielle Marchetto

Notary Public

MY COMMISSION EXPIRES:

Notarial Seal
Danielle Marchetto, Notary Public
Allentown, Lehigh County
My Commission Expires July 29, 1995
Member, Pennsylvania Association of Notaries



93 NOV 17 PM 3:20

RECORDER OF DEEDS
LEHIGH COUNTY, PA

BEV

FOURTH AMENDMENT TO DECLARATION
OF THE RIDINGS AT BROOKSIDE CONDOMINIUM

This Amendment made this *16th* day of November, 1993, by THE RIDINGS AT BROOKSIDE DEVELOPMENT CORPORATION ("Declarant") witnesses that:

A. Pursuant to a certain Declaration executed by Declarant and recorded on May 23, 1990, in the Office for Recording of Deeds in and for Lehigh County, Pennsylvania, in Deed Book 622, Page 879 ("Declaration"), Declarant submitted to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. Cons. Stat Section 3101, et seq. ("Act") certain real estate described in Exhibit "A" to the Declaration and created a flexible condominium known as "The Ridings at Brookside" ("Condominium"). (On November 30, 1992), Declarant recorded in Miscellaneous Book 696, Page 250, the First Amendment to the Declaration. As used in this Fourth Amendment, the term "Declaration" shall mean the Declaration as previously amended.)

B. Under Article XVII(b)(c) and XVIII(c)(ii,iii,iv) of the said Declaration, the Declarant reserves the right to add, to delete, supplement or modify the construction of the building and unit types and common elements.

C. Pursuant thereto Declarant has revised the construction of various buildings, units and recreational parking as more fully set forth in a Revised Plan of The Ridings at Brookside Development Corporation, being revisions numbered 8, 9 and 10, dated October

V0736 P0627

PAK

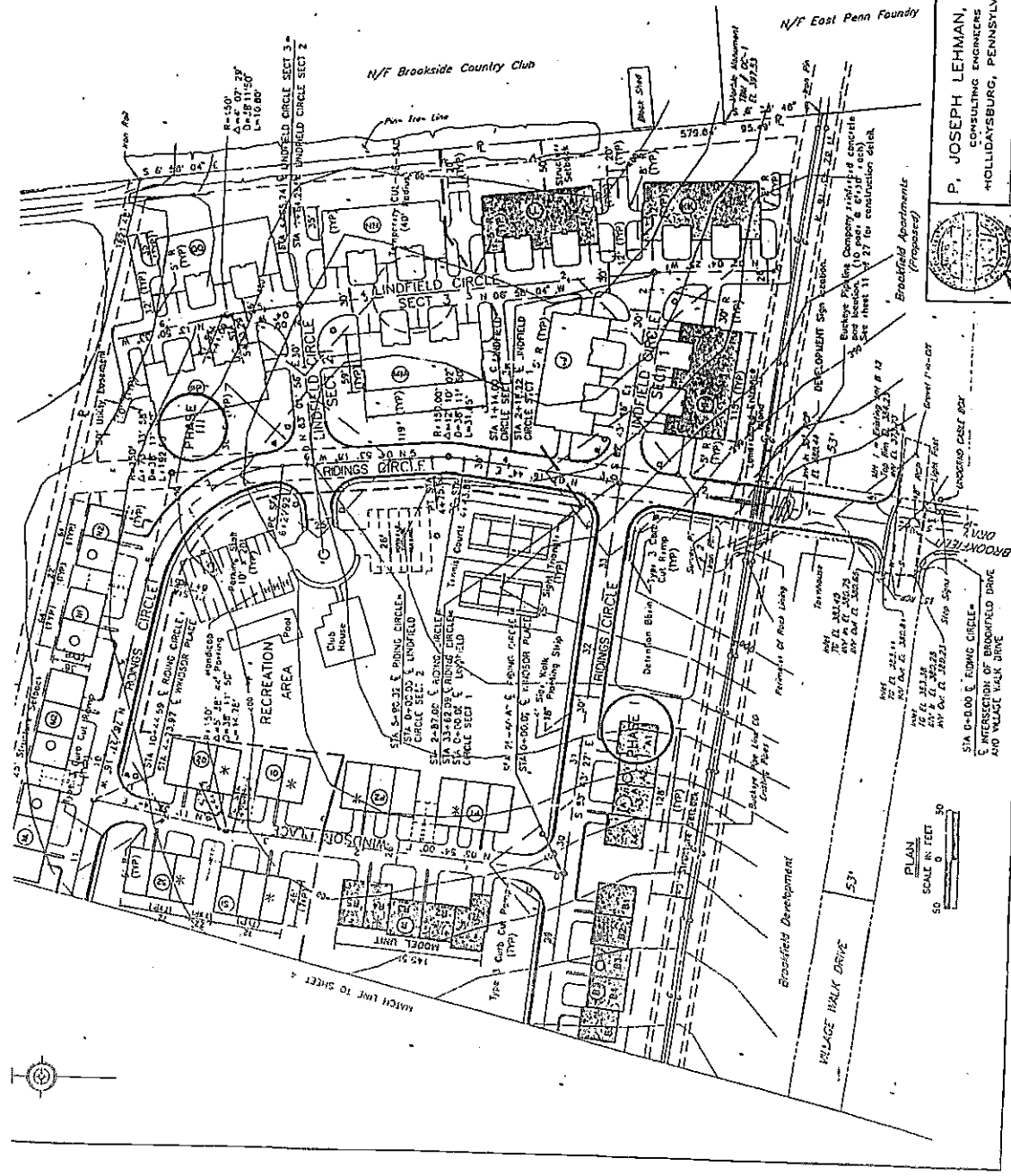


EXHIBIT "A-1"

P. JOSEPH LEHMAN, INC.
CONSULTING ENGINEERS
HOLLIDAYSBURG, PENNSYLVANIA



PROJECT NO. 53092
DATE RECEIVED

Brookfield Apartments (Proposed)
Backhoe Poles, Company, reinforced concrete
See sheet 31 of 27 for construction detail

RECREATION AREA
POOL
CLUB HOUSE

DEVELOPMENT SIGN LOCATION

STIA 0-0-00 E. EDWARDS CIRCLE
C. INTERSECTION OF BROOKFIELD DRIVE
AND WALNUT HALL DRIVE

PLAN
SCALE: 1/4" = 1'-0"

COMMISSIONERS OF PENNSYLVANIA, and the Board of Supervisors of the Borough of Brookfield, do hereby certify that the above is a correct reproduction of the proposed final subdivision.

PL 743

Representative Engineer

Approved by the Borough Council of the Borough of Brookfield, Lehigh County, Pennsylvania, on this 15th day of June, 1954.

Approved by the Joint Planning Commission of Lehigh and Northampton Counties, on this 15th day of June, 1954.

GENERAL NOTES

Site sheet 2 of 27 for Church Legend.

Each building unit shall have two parking spaces.

Developments to be constructed in these construction phases, each phase consisting of approximately 50% of the total project.

The dimensions shown for each block in a building group are for spacing purposes and shall not be construed as indicating the exact location of any particular structure, chosen by the Owner, but the most favorable conditions shall be maintained.

Building heights shall be limited to 35 Feet.

Within the 75' right-of-way indicated on this plan, no obstruction of a height in excess of two feet shall be permitted. Such obstructions, or other objects, shall be maintained at a height in excess of two feet above the ground surface. Structures are limited to a height of at least ten feet above curb level.

Interior of the Community Swimming Pool shall conform to the Borough of Brookfield Zoning Ordinance.

The site location, lighting and material of the Development sign shall conform to the Borough of Brookfield Zoning Ordinance.

Establish and maintain temporary grade-stops as indicated, until completion of the subsequent construction phase.

See sheet 4 of 27 for 5th Date.

Details Existing or under construction buildings

Approved by the Joint Planning Commission of Lehigh and Northampton Counties, on this 15th day of June, 1954.

Secretary

President

Approved by the Borough Council of the Borough of Brookfield, Lehigh County, Pennsylvania, on this 15th day of June, 1954.

Secretary

President

DATE	REVISION

THE BOROUGHS OF BROOKFIELD AND HOLLIDAYSBURG, PENNSYLVANIA
LOCAL GOVERNMENT OFFICIALS

DATE RECEIVED

PROJECT NO. 53092

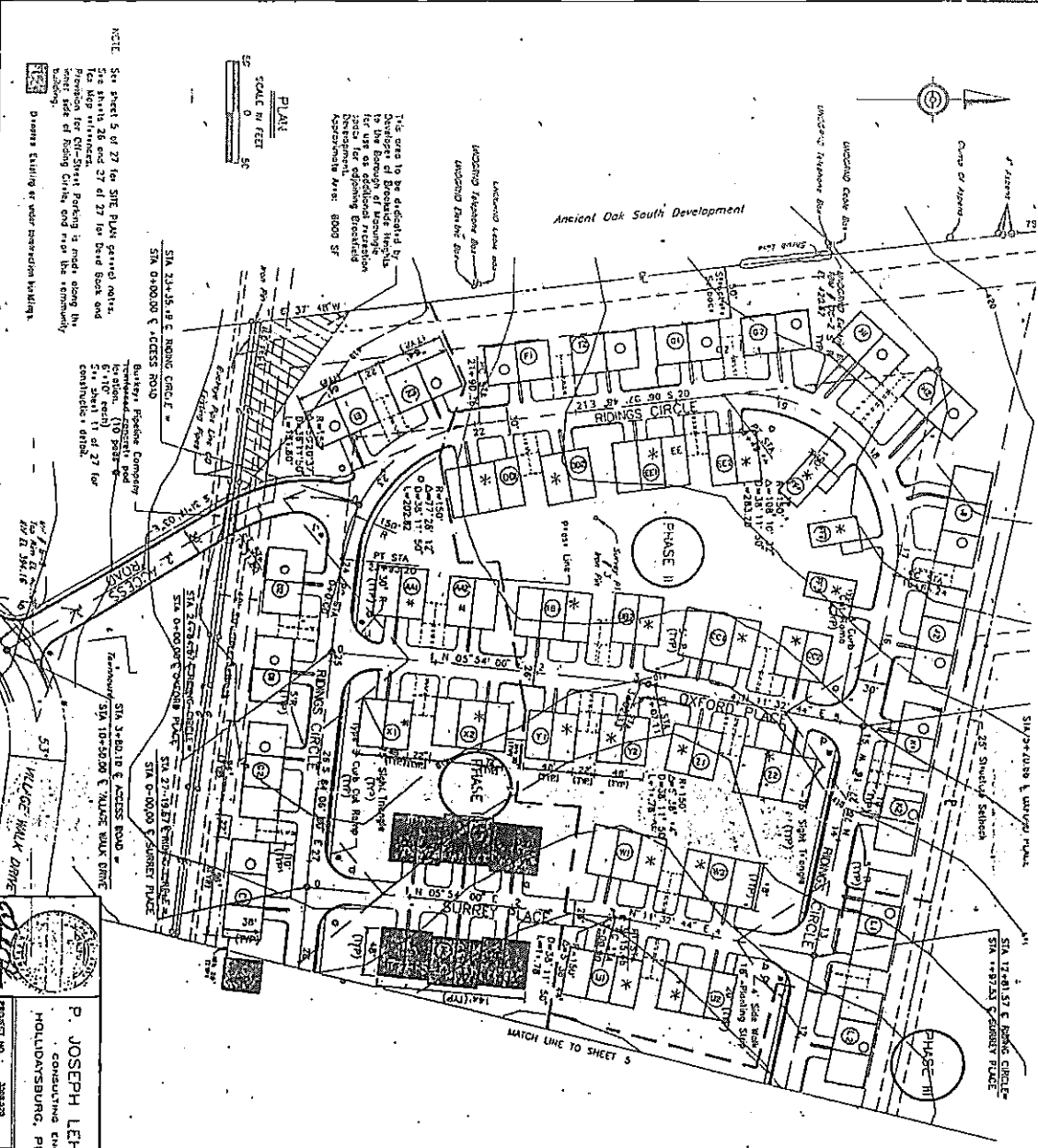
EXHIBIT "A-1"

RECREATION AREA
POOL
CLUB HOUSE

DEVELOPMENT SIGN LOCATION

STIA 0-0-00 E. EDWARDS CIRCLE
C. INTERSECTION OF BROOKFIELD DRIVE
AND WALNUT HALL DRIVE

PLAN
SCALE: 1/4" = 1'-0"



NOTE: See sheet 5 of 77 for SITE PLAN general notes. See sheets 26 and 27 of 77 for Deed Book and Fee Map information. Provision for Off-Street Parking is made along the buildings. The location of existing drives and how they are to be reworked is shown. Owners of existing or other reservation buildings.



PLATE
SCALE IN FEET
0 25 50
100

The area to be dedicated by the owner of the easement is shown by the dashed line. The area to be reserved for use as additional recreation space for adjoining benefited residential lots is shown by the solid line. 8000 SF



P. JOSEPH LEHMAN, INC.
CONSULTING ENGINEERS
HOLLIDAYSBURG, PENNSYLVANIA

DATE	BY	REVISION
02/21/78	PLM	Final
02/21/78	PLM	Final

THE HANCOCK ARCHITECTS
1001 MARKET STREET
PHILADELPHIA, PENNSYLVANIA 19107

SITE DATA

Total Acres: 26.68
 Total # of Units: 213
 Units per Acre: 8.0
 Units per Lot: 1.0
 Units per Phase: 71

PHASE I
 71 Units
 27.5 Acre
 380' x 330' (approx)

PHASE II
 71 Units
 27.5 Acre
 380' x 330' (approx)

PHASE III
 71 Units
 27.5 Acre
 380' x 330' (approx)

UTILITIES
 Gas: 12" main line, 6" service line
 Water: 12" main line, 6" service line
 Sewer: 12" main line, 6" service line
 Storm: 12" main line, 6" service line
 Electric: 4" main line, 2" service line
 Telephone: 2" main line, 1" service line

ELEVATION DATA
 Mean Sea Level (MSL) 100'
 Elevation of Building Units: 100' to 105'

CONSTRUCTION NOTES

1. All construction shall conform to the applicable codes and ordinances of the City of Philadelphia.

2. The owner shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities.

3. The contractor shall be responsible for protecting all existing utilities and structures on the site.

4. The contractor shall be responsible for providing adequate access to all existing buildings and structures.

5. The contractor shall be responsible for providing adequate drainage for the entire site.

6. The contractor shall be responsible for providing adequate lighting for the entire site.

7. The contractor shall be responsible for providing adequate security for the entire site.

8. The contractor shall be responsible for providing adequate fire protection for the entire site.

9. The contractor shall be responsible for providing adequate ventilation for the entire site.

10. The contractor shall be responsible for providing adequate sound insulation for the entire site.

REVISIONS

1. All construction shall conform to the applicable codes and ordinances of the City of Philadelphia.

2. The owner shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities.

3. The contractor shall be responsible for protecting all existing utilities and structures on the site.

4. The contractor shall be responsible for providing adequate access to all existing buildings and structures.

5. The contractor shall be responsible for providing adequate drainage for the entire site.

6. The contractor shall be responsible for providing adequate lighting for the entire site.

7. The contractor shall be responsible for providing adequate security for the entire site.

8. The contractor shall be responsible for providing adequate fire protection for the entire site.

9. The contractor shall be responsible for providing adequate ventilation for the entire site.

10. The contractor shall be responsible for providing adequate sound insulation for the entire site.


6, 1993; October 22, 1993 and October 26, 1993, a copy and said plan being annexed hereto as Exhibit "A-1, A-2".

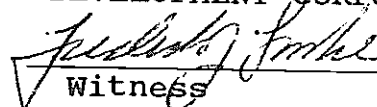
D. The Declarant does hereby amend the Declaration to include the revised Plan of the Ridings at Brookside Development Corporation, which encompasses the revisions set forth above.

E. Pursuant to the requirements of the Borough of Macungie, the said revised Plan shall be duly recorded in the Office of the Recorder of Deeds of Lehigh County.

F. Except as specifically amended hereby, the Declaration remains in full force and effect in accordance with its terms.


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

BY: 
Gopal Kapoor, President of
THE RIDINGS AT BROOKSIDE
DEVELOPMENT CORPORATION


Witness

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LEHIGH)

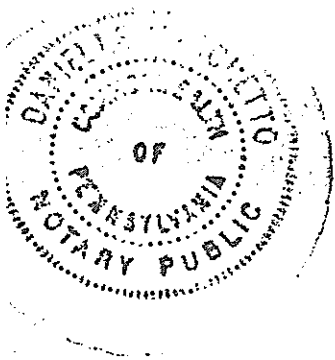
On this 16th day of November, 1993, before me, a Notary Public, personally appeared, GOPAL KAPOOR, President of THE RIDINGS AT BROOKSIDE DEVELOPMENT CORPORATION, known to me (or satisfactorily proven) to be the President whose name is subscribed to the within instrument, and acknowledged that he has executed the same to be the act and Deed of the said THE RIDINGS AT BROOKSIDE DEVELOPMENT CORPORATION, to the intent that the same may be duly recorded.


Notary Public

MY COMMISSION EXPIRES:

July 29 1995

Notarial Seal
Danielle Marchetto, Notary Public
Allentown, Lehigh County
My Commission Expires July 29, 1995
Member, Pennsylvania Association of Notaries



LX

93 DEC -8 PM 3:17

RECORDED
LEHIGH COUNTY PA.

FIFTH AMENDMENT TO DECLARATION OF THE RIDINGS AT BROOKSIDE CONDOMINIUM

This Amendment made this 8th day of December, 1993, by THE RIDINGS AT BROOKSIDE DEVELOPMENT CORPORATION ("Declarant") witnesses that:

707 Underhill
Allentown, Pa. 8102

A. Pursuant to a certain Declaration executed by Declarant and recorded on May 23, 1990, in the Office for Recording of Deeds in and for Lehigh County, Pennsylvania, in Deed Book 622, Page 879 ("Declaration"), Declarant submitted to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. Cons. Stat Section 3101, et seq. ("Act") certain real estate described in Exhibit "A" to the Declaration and created a flexible condominium known as "The Ridings at Brookside" ("Condominium"). (On November 30, 1992), Declarant recorded in Miscellaneous Book 696, Page 250, the First Amendment to the Declaration. As used in this Fifth Amendment, the term "Declaration" shall mean the Declaration as previously amended.)

B. Pursuant to Article VII of the Declaration, Declarant reserved an option to convert to Units, Limited Common Elements or any combination thereof all or any portions of the "Convertible

Real Estate" described in Exhibit C to the Declaration without the consent of any Unit Owner or holder of any mortgage on any Unit.

C. Declarant now desires to convert to the Condominium a portion of the Convertible Real Estate, which portion is described in Exhibit "A" attached hereto and which is referred to herein as the "Converted Real Estate."

D. All capitalized terms which are not defined herein shall have the meanings specified in Article II of the Declaration.

E. Pursuant to the provisions of Article VII of the Declaration and of Section 3211 of the Act, Declarant declares that the Converted Real Estate, including all of the improvements erected or to be erected thereon are substantially completed, Affidavit of Completion attached as Exhibit "B" and the Declaration is hereby amended as follows:

1. The term "Plats" and "Plans" as defined in Article II(r) of the Declaration shall henceforth mean the Plats and Plans attached to the Declaration as Exhibit E and the Plats and Plans which are attached hereto as Exhibit A. Exhibit A hereto identifies and delineates the Converted Real Estate as Building V.

2. There are six (6) Units located on the Converted Real Estate.

3. In accordance with Article V of the Declaration, the Percentage Interest appurtenant to each Unit shall henceforth be as set forth in Exhibit C attached hereto and made a part hereof, which Exhibit is hereby substituted for Exhibit "D" which was attached to the Declaration and referred to in Article V of the Declaration.

4. Except as specifically amended hereby, the Declaration remains in full force and effect in accordance with its terms.

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

BY: Frederick J. Lanshe
Frederick J. Lanshe
Attorney for THE RIDINGS AT
BROOKSIDE DEVELOPMENT CORP.

WITNESS: Daniel M. Legely

CERTIFICATE OF SUBSTANTIAL COMPLETION OF BUILDINGS

I, DAVID W. BEER, President, a (licensed architect) in the Commonwealth of Pennsylvania (License No. Ex 7891), hereby certify that all structural components and common element mechanical systems of the structure containing Units in the Preceding (Fifth Amendment to Declaration) of Ridings at Brookside Condominium are substantially complete in accordance with Plats and Plans attached to the Fifth Amendment.



DAVID W. BEER, President
DAVID W. BEER AND ASSOC.

EXHIBIT "B"

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LEHIGH)

On this, the 8th day of December, 1993, before me the undersigned officer, personally appeared DAVID W. BEER President of David W. Beer and Associates, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purpose therein contained, and desired the same might be recorded as such, according to law.

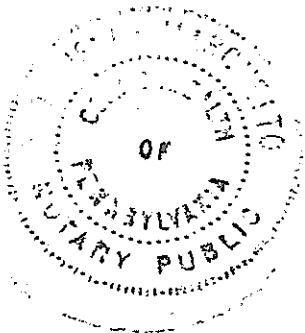
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Danielle Marchetto
Notary Public

MY COMMISSION EXPIRES:

July 29 1995

Notarial Seal
Danielle Marchetto, Notary Public
Allentown, Lehigh County
My Commission Expires July 29, 1995
Member, Pennsylvania Association of Notaries



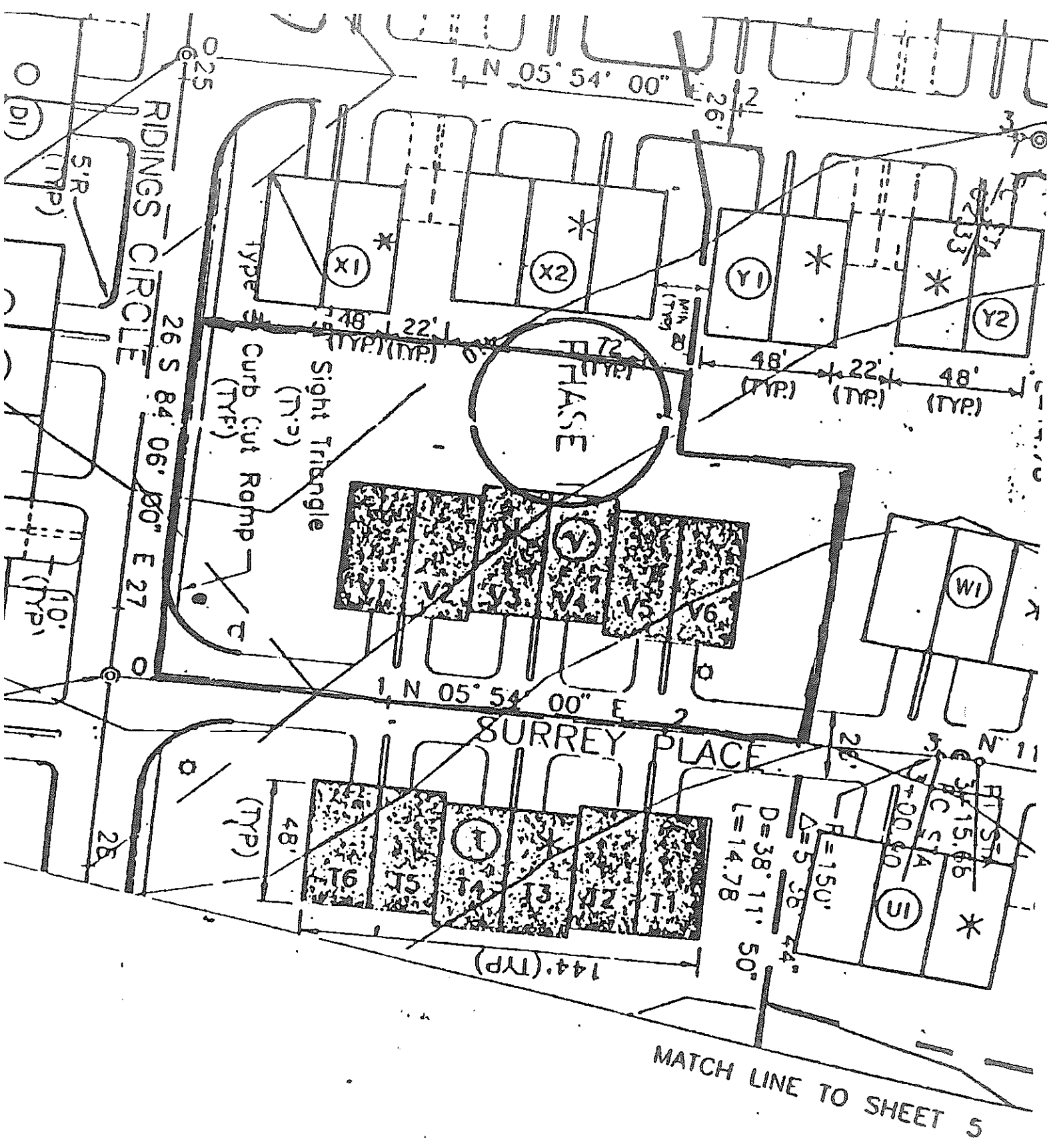
PERCENTAGE INTEREST SCHEDULE

<u>Bldg</u>	<u>Unit</u>	<u>Model Type</u>	<u>Percentage Interest</u>
A	148	Bentley	.02897
A	150	Brighton	.02865
A	152	Bentley	.02897
A	153	Brighton	.02865
R	302*	Sussex I	.01699
R	304*	Sussex II	.02064
R	306*	Cambridge	.02509
R	308*	Claridge	.02655
R	310*	Bentley	.02897
R	312*	Brighton	.02865
T	301	Claridge	.02655
T	303	Cambridge	.02509
T	305	Claridge	.02655
T	307	Cambridge	.02509
T	309	Claridge	.02655
T	311	Cambridge	.02509
HH	102	Sussex I	.01699
HH	104	Essex I	.01521
HH	106	Essex I	.01521
HH	108	Sussex I	.01699
HH	110	Sussex II	.02064
HH	112	Essex II	.01806
HH	114	Essex II	.01806
HH	116	Sussex II	.02064
KK	120	Sussex I	.01699
KK	122	Essex I	.01521
KK	124	Essex I	.01521
KK	126	Sussex I	.01699
KK	128	Sussex II	.02064
KK	130	Essex II	.01806
KK	132	Essex II	.01806
KK	134	Sussex II	.02064

B	160	Bentley	.02897
B	162	Brighton	.02865
B	164	Bentley	.02897
B	166	Brighton	.02865
B	168	Bentley	.02897
V	302	Cambridge	.02509
V	304	Claridge	.02655
V	306	Cambridge	.02509
V	308	Claridge	.02655
V	310	Cambridge	.02509
V	312	Claridge	<u>.02655</u>
Total			1.00000

* Indicates sample or model units and/or units that may be used for sales and administrative purposes by Declarant.

EXHIBIT "C"



V Section

EXHIBIT "A"

VD738 P1061

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LEHIGH)

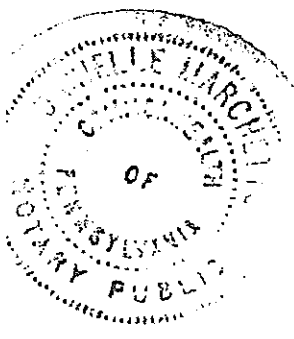
On this 8th day of December, 1993, before me, a Notary Public, personally appeared, FREDERICK J. LANSHE, Attorney for THE RIDINGS AT BROOKSIDE DEVELOPMENT CORP., known to me (or satisfactorily proven to be the Attorney whose name is subscribed to the within instrument, and acknowledged that he has executed the same to be the act and Deed of the said THE RIDINGS AT BROOKSIDE DEVELOPMENT CORP. to the intent that the same may be duly recorded.

Danielle Marchetto
Notary Public

MY COMMISSION EXPIRES:

July 29 1995

Notarial Seal
Danielle Marchetto, Notary Public
Allentown, Lehigh County
My Commission Expires July 29, 1995
Member, Pennsylvania Association of Notaries



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LEHIGH COUNTY PA.

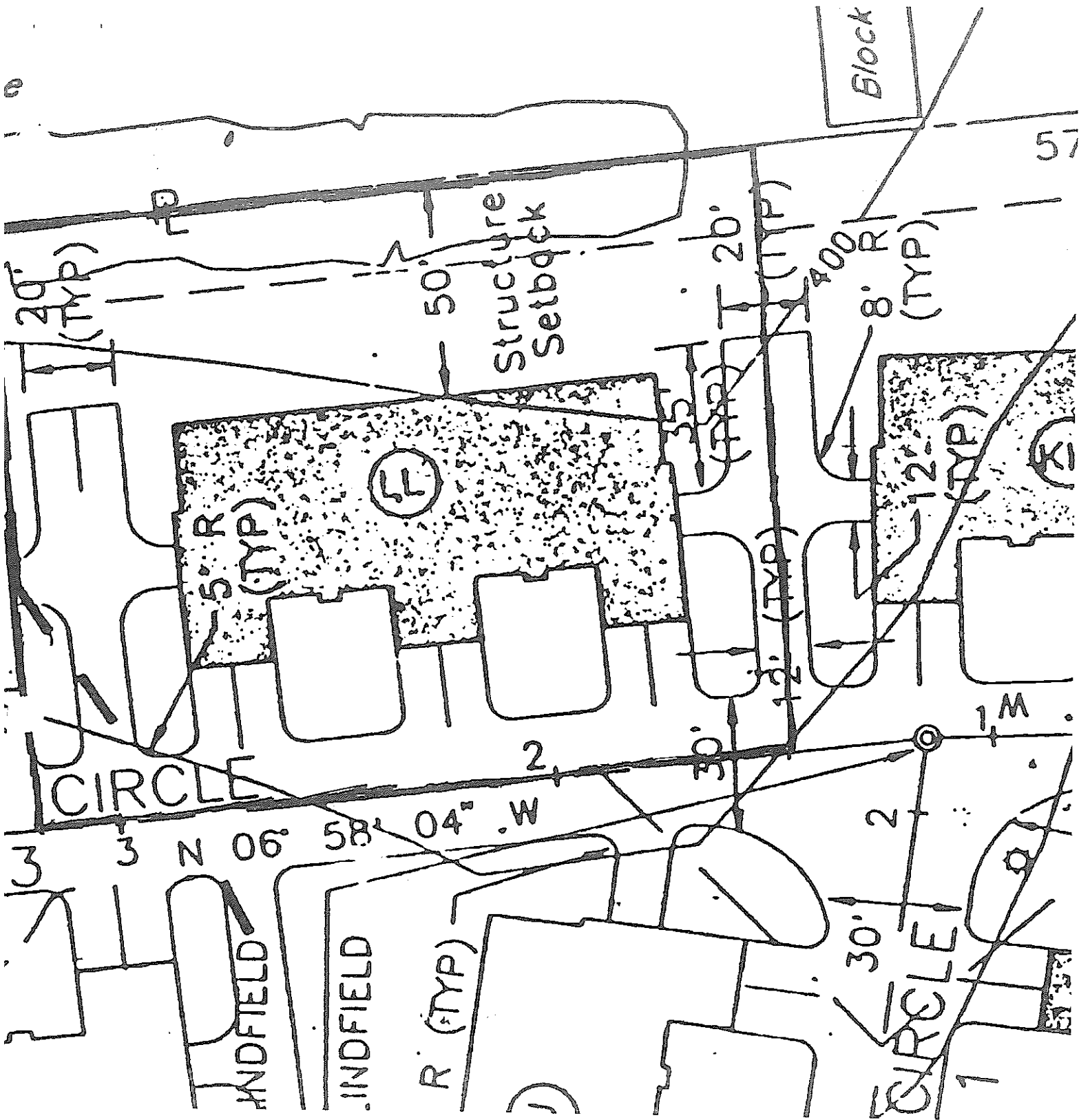
PLD

SIXTH AMENDMENT TO DECLARATION OF THE RIDINGS AT BROOKSIDE CONDOMINIUM

This Amendment made this 17th day of December, 1993, by THE RIDINGS AT BROOKSIDE DEVELOPMENT CORPORATION ("Declarant") witnesses that:

A. Pursuant to a certain Declaration executed by Declarant and recorded on May 23, 1990, in the Office for Recording of Deeds in and for Lehigh County, Pennsylvania, in Deed Book 622, Page 879 ("Declaration"), Declarant submitted to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. Cons. Stat Section 3101, et seq. ("Act") certain real estate described in Exhibit "A" to the Declaration and created a flexible condominium known as "The Ridings at Brookside" ("Condominium"). (On November 30, 1992), Declarant recorded in Miscellaneous Book 696, Page 250, the First Amendment to the Declaration. As used in this Sixth Amendment, the term "Declaration" shall mean the Declaration as previously amended.)

B. Pursuant to Article VII of the Declaration, Declarant reserved an option to convert to Units, Limited Common Elements or any combination thereof all or any portions of the "Convertible



1 (77)

EXHIBIT "A"

V0739 P0621

CERTIFICATE OF SUBSTANTIAL COMPLETION OF BUILDINGS

I, DAVID W. BEER, a (licensed architect) in the Commonwealth of Pennsylvania (License No. Ex 7891), hereby certify that all structural components and common element mechanical systems of the structure containing Units in the Preceding (Sixth Amendment to Declaration) of Ridings at Brookside Condominium are substantially complete in accordance with Plats and Plans attached to the Sixth Amendment.



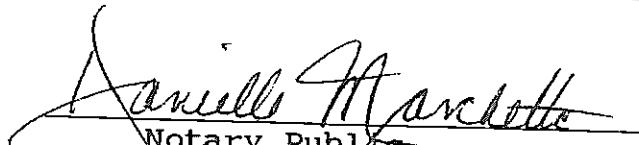
David W. Beer, President
DAVID W. BEER AND ASSOC.

EXHIBIT "B"

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LEHIGH)

On this, the 17th day of December, 1993, before me the undersigned officer, personally appeared DAVID W. BEER, President of David W. Beer and Associates, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purpose therein contained, and desired the same might be recorded as such, according to law.

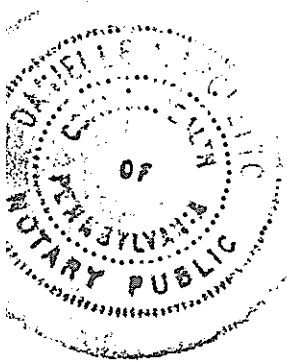
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Notary Public

MY COMMISSION EXPIRES:

Notarial Seal
Danielle Marchetto, Notary Public
Allentown, Lehigh County
My Commission Expires July 29, 1995

Member, Pennsylvania Association of Notaries



PERCENTAGE INTEREST SCHEDULE

<u>Bldg</u>	<u>Unit</u>	<u>Model Type</u>	<u>Percentage Interest</u>
A	148	Bentley	.02558
A	150	Brighton	.02530
A	152	Bentley	.02558
A	153	Brighton	.02530
R	302*	Sussex I	.01500
R	304*	Sussex II	.01822
R	306*	Cambridge	.02215
R	308*	Claridge	.02344
R	310*	Bentley	.02558
R	312*	Brighton	.02530
T	301	Claridge	.02344
T	303	Cambridge	.02215
T	305	Claridge	.02344
T	307	Cambridge	.02215
T	309	Claridge	.02344
T	311	Cambridge	.02215
HH	102	Sussex I	.01500
HH	104	Essex I	.01343
HH	106	Essex I	.01343
HH	108	Sussex I	.01500
HH	110	Sussex II	.01822
HH	112	Essex II	.01595
HH	114	Essex II	.01595
HH	116	Sussex II	.01822
KK	120	Sussex I	.01500
KK	122	Essex I	.01343
KK	124	Essex I	.01343
KK	126	Sussex I	.01500
KK	128	Sussex II	.01822
KK	130	Essex II	.01595
KK	132	Essex II	.01595
KK	134	Sussex II	.01822

B	160	Bentley	.02558
B	162	Brighton	.02530
B	164	Bentley	.02558
B	166	Brighton	.02530
B	168	Bentley	.02558
V	302	Cambridge	.02215
V	304	Claridge	.02344
V	306	Cambridge	.02215
V	308	Claridge	.02344
V	310	Cambridge	.02215
V	312	Claridge	.02344
LL	140	Sussex I	.01500
LL	142	Essex I	.01343
LL	144	Essex I	.01343
LL	146	Sussex I	.01500
LL	148	Sussex I	.01500
LL	150	Essex I	.01343
LL	152	Essex I	.01343
LL	154	Sussex II	<u>.01822</u>
		Total	1.00000

* Indicates sample or model units and/or units that may be used for sales and administrative purposes by Declarant.

EXHIBIT "C"

V0739 P0625

Real Estate" described in Exhibit C to the Declaration without the consent of any Unit Owner or holder of any mortgage on any Unit.

C. Declarant now desires to convert to the Condominium a portion of the Convertible Real Estate, which portion is described in Exhibit "A" attached hereto and which is referred to herein as the "Converted Real Estate."

D. All capitalized terms which are not defined herein shall have the meanings specified in Article II of the Declaration.

E. Pursuant to the provisions of Article VII of the Declaration and of Section 3211 of the Act, Declarant declares that the Converted Real Estate, including all of the improvements erected or to be erected thereon are substantially completed, Affidavit of Completion attaches as Exhibit "B" and the Declaration is hereby amended as follows:

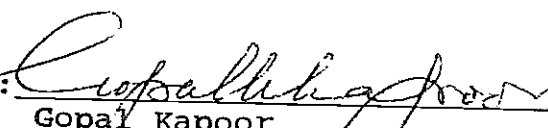
1. The term "Plats" and "Plans" as defined in Article II(r) of the Declaration shall henceforth meant the Plats and Plans attached to the Declaration as Exhibit E and the Plats and Plans which are attached hereto as Exhibit A. Exhibit A hereto identifies and delineates the Converted Real Estate as Building LL.

2. There are eight (8) Units located on the Converted Real Estate.

3. In accordance with Article V of the Declaration, the Percentage Interest appurtenant to each Unit shall henceforth be as set forth in Exhibit C attached hereto and made a part hereof, which Exhibit is hereby substituted for Exhibit "D" which was attached to the Declaration and referred to in Article V of the Declaration.

4. Except as specifically amended hereby, the Declaration remains in full force and effect in accordance with its terms.

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

BY: 
Gopal Kapoor
President of THE RIDINGS AT
BROOKSIDE DEVELOPMENT CORP.

WITNESS: 

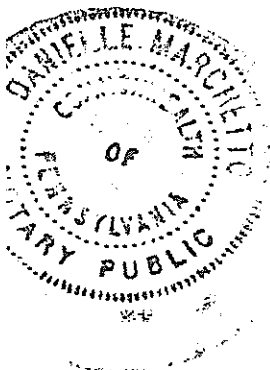
COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LEHIGH)

On this 17th day of December, 1993, before me, a Notary Public, personally appeared, GOPAL KAPOOR, President of THE RIDINGS AT BROOKSIDE DEVELOPMENT CORP., known to me (or satisfactorily proven to be the President whose name is subscribed to the within instrument, and acknowledged that he has executed the same to be the act and Deed of the said THE RIDINGS AT BROOKSIDE DEVELOPMENT CORP. to the intent that the same may be duly recorded.

Danielle Marchetto
Notary Public

MY COMMISSION EXPIRES:

Notarial Seal
Danielle Marchetto, Notary Public
Allentown, Lehigh County
My Commission Expires July 29, 1995
Member, Pennsylvania Association of Notaries



ENTERED

94 JUN 22 PM 3:28

RECORDS OF DEEDS
LEHIGH COUNTY, PA.

REV

SEVENTH AMENDMENT TO DECLARATION OF THE RIDINGS AT BROOKSIDE
CONDOMINIUM

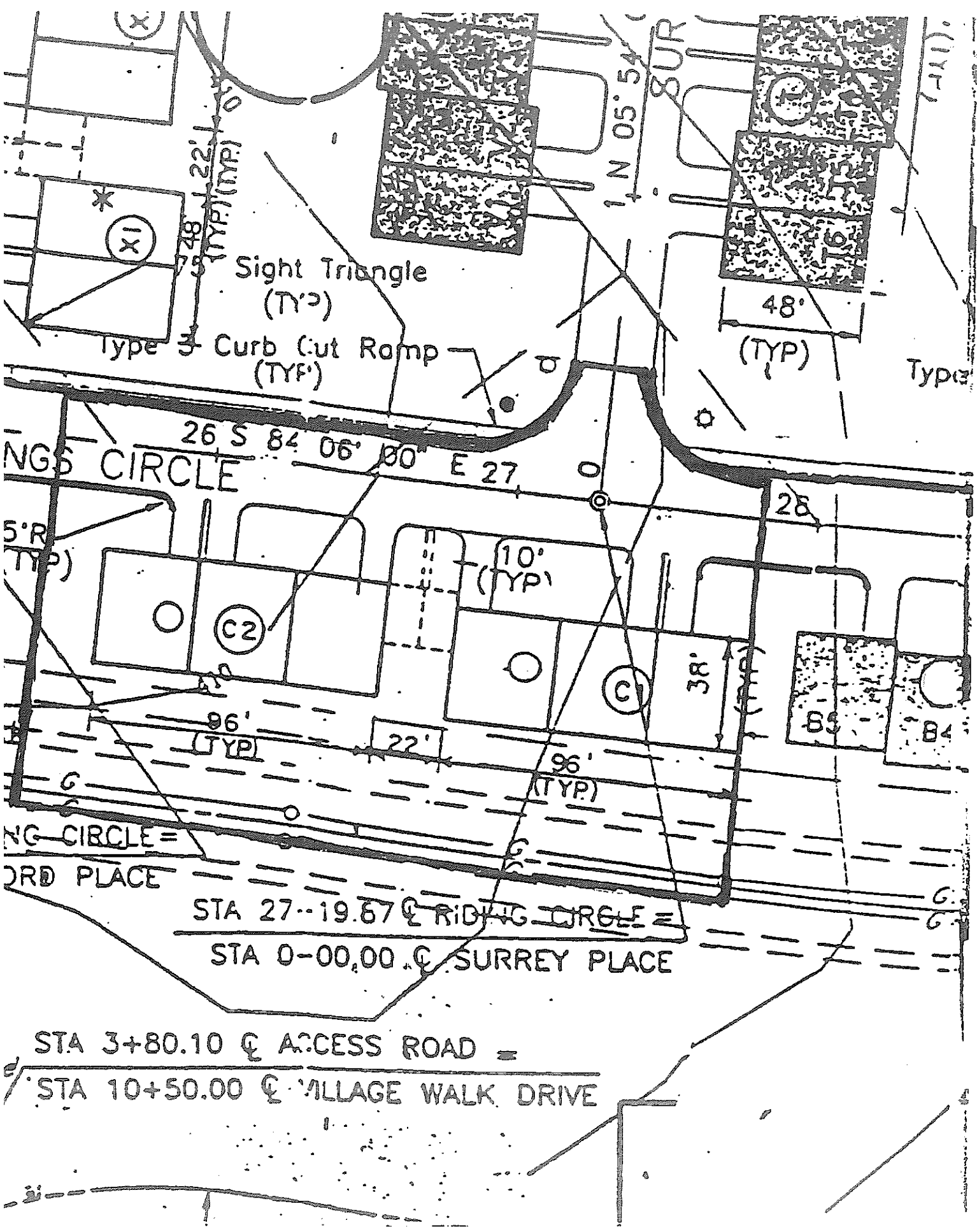
This Amendment made this ^{9th} day of June, 1994, by THE
RIDINGS AT BROOKSIDE DEVELOPMENT CORPORATION ("Declarant")
witnesses that:

A. Pursuant to a certain Declaration executed by Declarant
and recorded on May 23, 1990, in the Office for Recording of Deeds
in and for Lehigh County, Pennsylvania, in Deed Book 622, Page 879
("Declaration"), Declarant submitted to the provisions of the
Pennsylvania Uniform Condominium Act, 68 Pa. Cons. Stat Section
3101, et seq. ("Act") certain real estate described in Exhibit "A"
to the Declaration and created a flexible condominium known as "The
Ridings at Brookside" ("Condominium"). (On November 30, 1992),
Declarant recorded in Miscellaneous Book 696, Page 250, the First
Amendment to the Declaration. As used in this Seventh Amendment,
the term "Declaration" shall mean the Declaration as previously
amended.)

B. Pursuant to Article VII of the Declaration, Declarant
reserved an option to convert to Units, Limited Common Elements or
any combination thereof all or any portions of the "Convertible

V0761 P0884

JLR



Sight Triangle (TYP)
 Type 3 Curb Cut Ramp (TYP)

26 S 84 06' 00" E 27'
 RIDING CIRCLE

NG CIRCLE =
 RD PLACE
 STA 27+19.87 C RIDING CIRCLE =
 STA 0+00.00 C SURREY PLACE

STA 3+80.10 C ACCESS ROAD =
 STA 10+50.00 C VILLAGE WALK DRIVE

CERTIFICATE OF SUBSTANTIAL COMPLETION OF BUILDINGS

I, STEWART J. GOUCK, a (licensed architect) in the Commonwealth of Pennsylvania (License No. RA-013512-X), hereby certify that all structural components and common elements mechanical systems of the structure containing Units in the Preceding (Seventh Amendment to Declaration) of the Ridings at Brookside Condominium are substantially complete in accordance with Plats and Plans attached to the seventh Amendment.

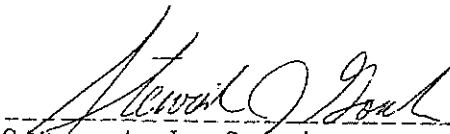
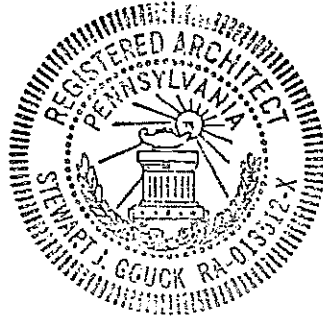

----- 6/9/94
Stewart J. Gouck
Registered Architect

EXHIBIT "B"



PERCENTAGE INTEREST SCHEDULE

<u>Bldg</u>	<u>Unit</u>	<u>Model Type</u>	<u>Percentage Interest</u>
A	148	Bentley	.02219
A	150	Brighton	.02195
A	152	Bentley	.02219
A	153	Brighton	.02195
R	302*	Sussex I	.01302
R	304*	Sussex II	.01581
R	306*	Cambridge	.01922
R	308*	Claridge	.02033
R	310*	Bentley	.02219
R	312*	Brighton	.02195
T	301	Claridge	.02033
T	303	Cambridge	.01922
T	305	Claridge	.02033
T	307	Cambridge	.01922
T	309	Claridge	.02033
T	311	Cambridge	.01922
HH	102	Sussex I	.01302
HH	104	Essex I	.01165
HH	106	Essex I	.01165
HH	108	Sussex I	.01302
HH	110	Sussex II	.01581
HH	112	Essex II	.01384
HH	114	Essex II	.01384
HH	116	Sussex II	.01581
KK	120	Sussex I	.01302
KK	122	Essex I	.01165
KK	124	Essex I	.01165
KK	126	Sussex I	.01302
KK	128	Sussex II	.01581
KK	130	Essex II	.01384
KK	132	Essex II	.01384
KK	134	Sussex II	.01581

B	160	Bentley	.02219
B	162	Brighton	.02195
B	164	Bentley	.02219
B	166	Brighton	.02195
B	168	Bentley	.02219
V	302	Cambridge	.01922
V	304	Claridge	.02033
V	306	Cambridge	.01922
V	308	Claridge	.02033
V	310	Cambridge	.01922
V	312	Claridge	.02033
LL	140	Sussex I	.01302
LL	142	Essex I	.01165
LL	144	Essex I	.01165
LL	146	Sussex I	.01302
LL	148	Sussex I	.01302
LL	150	Essex I	.01165
LL	152	Essex I	.01165
LL	154	Sussex II	.01581
C-1	170	Brighton	.02195
C-1	172	Bentley	.02219
C-1	174	Brighton	.02195
C-2	176	Bentley	.02219
C-2	178	Brighton	.02195
C-2	180	Bentley	.02219

Total 1.00000

* Indicates sample or model units and/or units that may be used for sales and administrative purposes by Declarant.

EXHIBIT "C"

V0761 P0888

Real Estate" described in Exhibit C to the Declaration without the consent of any Unit Owner or holder of any mortgage on any Unit.

C. Declarant now desires to convert to the Condominium a portion of the Convertible Real Estate, which portion is described in Exhibit "A" attached hereto and which is referred to herein as the "Converted Real Estate."

D. All capitalized terms which are not defined herein shall have the meanings specified in Article II of the Declaration.

E. Pursuant to the provisions of Article VII of the Declaration and of Section 3211 of the Act, Declarant declares that the Converted Real Estate, including all of the improvements erected or to be erected thereon are substantially completed, Affidavit of Completion attaches as Exhibit "B" and the Declaration is hereby amended as follows:


1. The term "Plats" and "Plans" as defined in Article II(r) of the Declaration shall henceforth mean the Plats and Plans attached to the Declaration as Exhibit E and the Plats and Plans which are attached hereto as Exhibit A. Exhibit A hereto identifies and delineates the Converted Real Estate as Building C-1 and C-2.

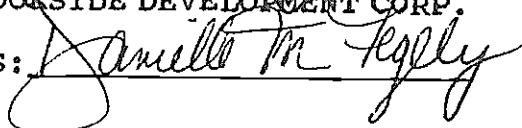
2. There are six (6) Units located on the Converted Real Estate.

3. In accordance with Article V of the Declaration, the Percentage Interest appurtenant to each Unit shall henceforth be as set forth in Exhibit C attached hereto and made a part hereof, which Exhibit is hereby substituted for Exhibit "D" which was attached to the Declaration and referred to in Article V of the Declaration.

4. Except as specifically amended hereby, the Declaration remains in full force and effect in accordance with its terms.

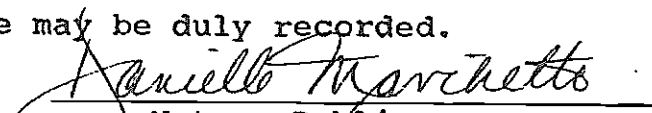
IN WITNESS WHEREOF, the Declarant has executed this Amendment the day and year first above written.

BY: 
Gopal Kapoor
President of THE RIDINGS AT
BROOKSIDE DEVELOPMENT CORP.

WITNESS: 

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LEHIGH)

On this 4th day of June, 1994, before me, a Notary Public, personally appeared, GOPAL KAPOOR, President of THE RIDINGS AT BROOKSIDE DEVELOPMENT CORP., known to me (or satisfactorily proven to be the President whose name is subscribed to the within instrument, and acknowledged that he has executed the same to be the act and Deed of the said THE RIDINGS AT BROOKSIDE DEVELOPMENT CORP. to the intent that the same may be duly recorded.


Notary Public

MY COMMISSION EXPIRES:

Notarial Seal
Danielle Marchetto, Notary Public
Allentown, Lehigh County
My Commission Expires July 29, 1995

Member, Pennsylvania Association of Notaries



COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LEHIGH)

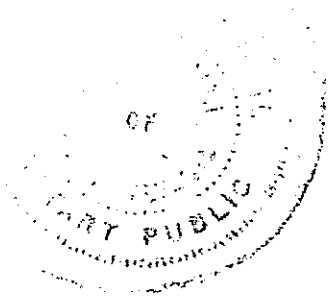
On this, the 9th day of June, 1994, before me the undersigned officer, personally appeared STEWART J. GOUCK, Registered Architect, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purpose therein contained, and desired the same might be recorded as such, according to law.

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

Danielle Marchetto

Notary Public

MY COMMISSION EXPIRES:
Notarial Seal
Danielle Marchetto, Notary Public
Allentown, Lehigh County
My Commission Expires July 29, 1995
Member, Pennsylvania Association of Notaries



94 AUG 16 PM 3:16

RECORDER OF DEEDS
LEHIGH COUNTY, PA.

EIGHTH AMENDMENT TO DECLARATION OF THE RIDINGS AT BROOKSIDE
CONDOMINIUM

This Amendment made this 16th day of August, 1994, by THE RIDINGS AT BROOKSIDE DEVELOPMENT CORPORATION ("Declarant") witnesses that:

A. Pursuant to a certain Declaration executed by Declarant and recorded on May 23, 1990, in the Office for Recording of Deeds in and for Lehigh County, Pennsylvania, in Deed Book 622, Page 879 ("Declaration"), Declarant submitted to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. Cons. Stat Section 3101, et seq. ("Act") certain real estate described in Exhibit "A" to the Declaration and created a flexible condominium known as "The Ridings at Brookside" ("Condominium"). (On November 30, 1992), Declarant recorded in Miscellaneous Book 696, Page 250, the First Amendment to the Declaration. As used in this Eighth Amendment, the term "Declaration" shall mean the Declaration as previously amended.)

B. Pursuant to Article VII of the Declaration, Declarant reserved an option to convert to Units, Limited Common Elements or any combination thereof all or any portions of the "Convertible

Real Estate" described in Exhibit C to the Declaration without the consent of any Unit Owner or holder of any mortgage on any Unit.

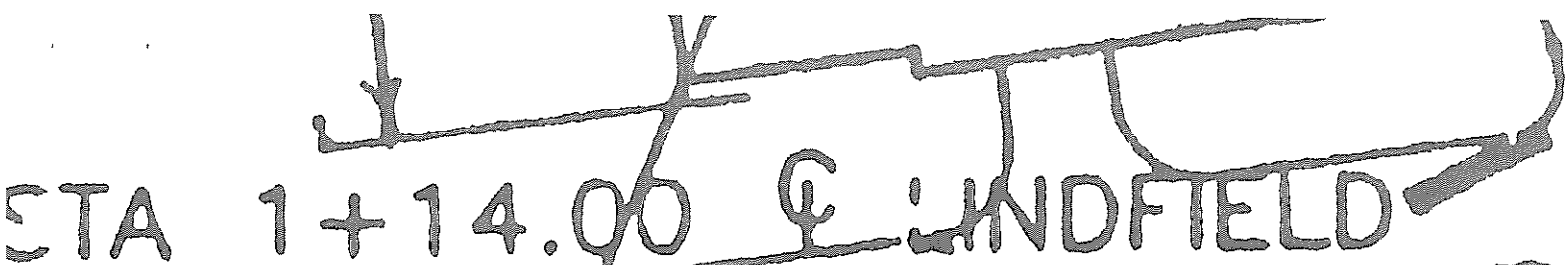
C. Declarant now desires to convert to the Condominium a portion of the Convertible Real Estate, which portion is described in Exhibit "A" attached hereto and which is referred to herein as the "Converted Real Estate."

D. All capitalized terms which are not defined herein shall have the meanings specified in Article II of the Declaration.

E. Pursuant to the provisions of Article VII of the Declaration and of Section 3211 of the Act, Declarant declares that the Converted Real Estate, including all of the improvements erected or to be erected thereon are substantially completed, Affidavit of Completion attaches as Exhibit "B" and the Declaration is hereby amended as follows:

1. The term "Plats" and "Plans" as defined in Article II(r) of the Declaration shall henceforth meant the Plats and Plans attached to the Declaration as Exhibit E and the Plats and Plans which are attached hereto as Exhibit A. Exhibit A hereto identifies and delineates the Converted Real Estate as Building JJ.

2. There are six (8) Units located on the Converted Real Estate.



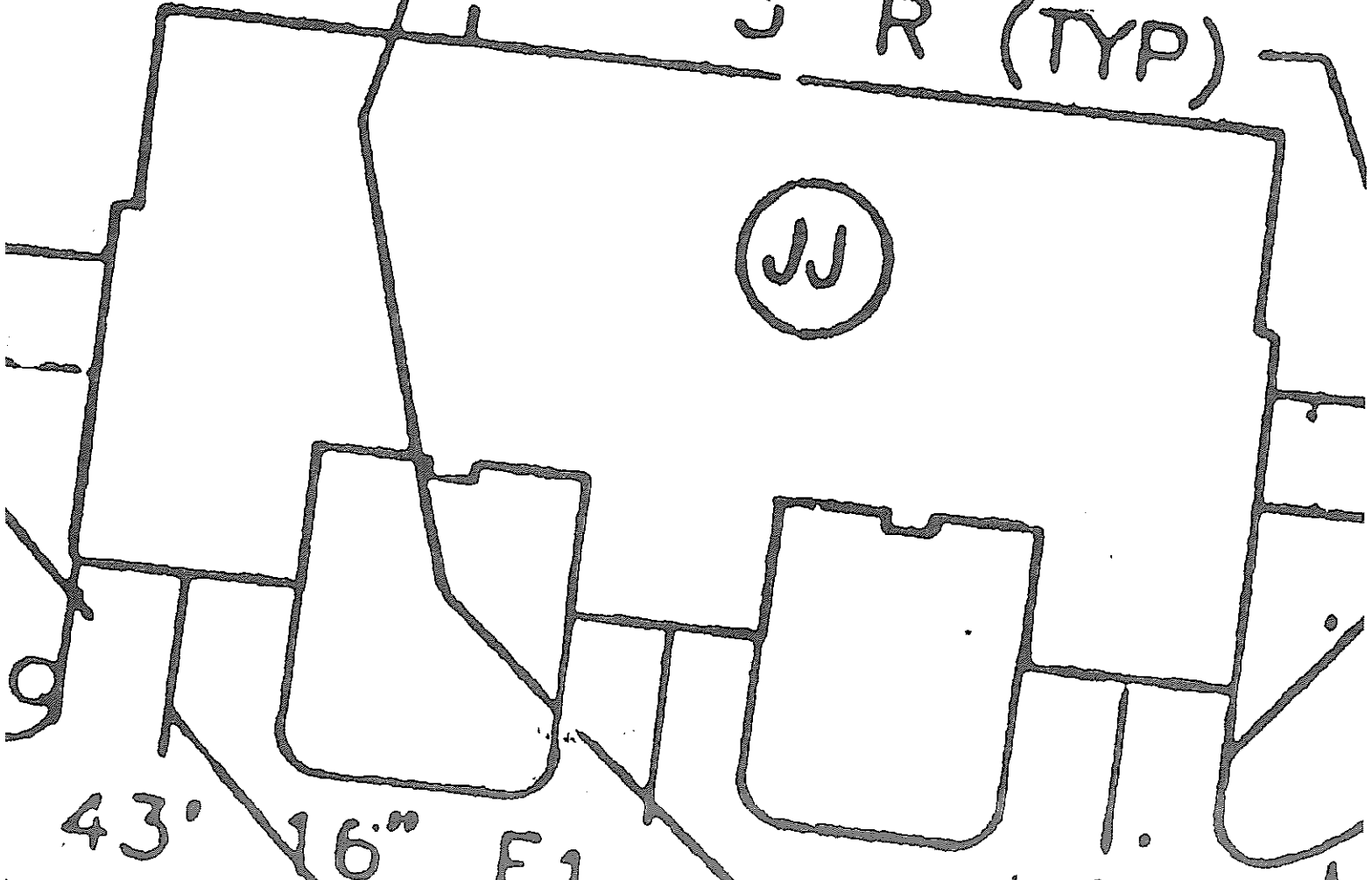
ETA 1+14.00 @ WINDFIELD

CIRCLE SECT 3 =

STA 2+18.22 @ WINDFIELD

CIRCLE SECT 1

5 R (TYP)



W

9

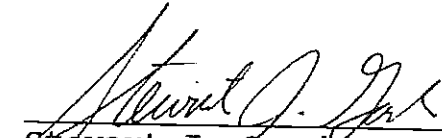
43' 16" E1

30'

WINDFIELD CIRCLE
LN SECT 1

CERTIFICATE OF SUBSTANTIAL COMPLETION OF BUILDINGS

I, STEWART J. GOUCK, a (licensed architect) in the Commonwealth of Pennsylvania (License No. RA-013512-X) hereby certify that all structural components and common element mechanical systems of the structure containing Units in the Preceding (Eighth Amendment to Declaration) of Ridings at Brookside Condominium are substantially complete in accordance with Plats and Plans attached to the Eighth Amendment.



Stewart J. Gouck
Registered Architect

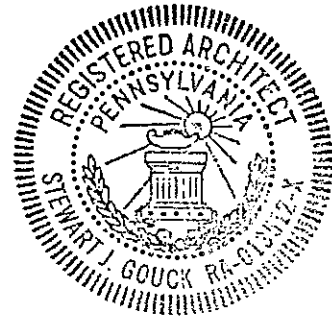


EXHIBIT "B"

V0767 P0224

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LEHIGH)

On this, the 16th day of August, 1994, before me the undersigned officer, personally appeared STEWART J. GOUCK, Registered Architect, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purpose therein contained, and desired the same might be recorded as such, according to law.

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

Danielle Marchetto

Notary Public

MY COMMISSION EXPIRES:

Notarial Seal
Danielle Marchetto, Notary Public
Allentown, Lehigh County
My Commission Expires July 29, 1995
Member, Pennsylvania Association of Notaries



PERCENTAGE INTEREST SCHEDULE

<u>Bldg</u>	<u>Unit</u>	<u>Model Type</u>	<u>Percentage Interest</u>
A	148	Bentley	.02002
A	150	Brighton	.01979
A	152	Bentley	.02002
A	153	Brighton	.01979
R	302*	Sussex I	.01174
R	304*	Sussex II	.01426
R	306*	Cambridge	.01733
R	308*	Claridge	.01834
R	310*	Bentley	.02002
R	312*	Brighton	.01979
T	301	Claridge	.01834
T	303	Cambridge	.01733
T	305	Claridge	.01834
T	307	Cambridge	.01733
T	309	Claridge	.01834
T	311	Cambridge	.01733
HH	102	Sussex I	.01174
HH	104	Essex I	.01051
HH	106	Essex I	.01051
HH	108	Sussex I	.01174
HH	110	Sussex II	.01426
HH	112	Essex II	.01248
HH	114	Essex II	.01248
HH	116	Sussex II	.01426
KK	120	Sussex I	.01174
KK	122	Essex I	.01051
KK	124	Essex I	.01051
KK	126	Sussex I	.01174
KK	128	Sussex II	.01426
KK	130	Essex II	.01248
KK	132	Essex II	.01248
KK	134	Sussex II	.01426

B	160	Bentley	.02002
B	162	Brighton	.01979
B	164	Bentley	.02002
B	166	Brighton	.01979
B	168	Bentley	.02002
V	302	Cambridge	.01733
V	304	Claridge	.01834
V	306	Cambridge	.01733
V	308	Claridge	.01834
V	310	Cambridge	.01733
V	312	Claridge	.01834
LL	140	Sussex I	.01174
LL	142	Essex I	.01051
LL	144	Essex I	.01051
LL	146	Sussex I	.01174
LL	148	Sussex I	.01174
LL	150	Essex I	.01051
LL	152	Essex I	.01051
LL	154	Sussex II	.01426
C-1	170	Brighton	.01979
C-1	172	Bentley	.02002
C-1	174	Brighton	.01979
C-2	176	Bentley	.02002
C-2	178	Brighton	.01979
C-2	180	Bentley	.02002
JJ	101	Sussex I	.01174
JJ	103	Essex I	.01051
JJ	105	Essex I	.01051
JJ	107	Sussex I	.01174
JJ	109	Sussex II	.01426
JJ	111	Essex II	.01248
JJ	113	Essex II	.01248
JJ	115	Sussex II	.01426
Total			1.00000

* Indicates sample or model units and/or units that may be used for sales and administrative purposes by Declarant.

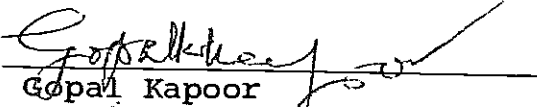
EXHIBIT "C"

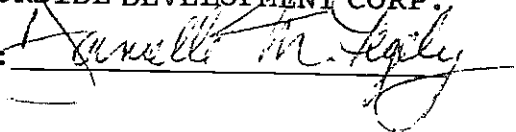
VG767 P0227

3. In accordance with Article V of the Declaration, the Percentage Interest appurtenant to each Unit shall henceforth be as set forth in Exhibit C attached hereto and made a part hereof, which Exhibit is hereby substituted for Exhibit "D" which was attached to the Declaration and referred to in Article V of the Declaration.

4. Except as specifically amended hereby, the Declaration remains in full force and effect in accordance with its terms.

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

BY: 
Gopal Kapoor
President of THE RIDINGS AT
BROOKSIDE DEVELOPMENT CORP.

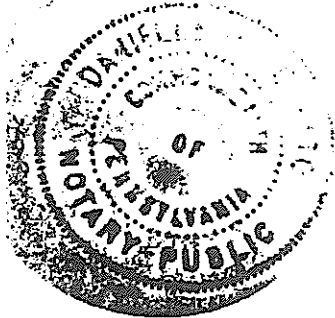
WITNESS: 

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LEHIGH)

On this 16th day of August, 1994, before me, a Notary Public, personally appeared, GOPAL KAPOOR, President of THE RIDINGS AT BROOKSIDE DEVELOPMENT CORP., known to me (or satisfactorily proven to be the President whose name is subscribed to the within instrument, and acknowledged that he has executed the same to be the act and Deed of the said THE RIDINGS AT BROOKSIDE DEVELOPMENT CORP. to the intent that the same may be duly recorded.

Danielle Marchetto
Notary Public

~~MY COMMISSION EXPIRES:~~
Notarial Seal
Danielle Marchetto, Notary Public
Allentown, Lehigh County
My Commission Expires July 29, 1995
Member, Pennsylvania Association of Notaries



94 AUG 26 PM 2:48

RECORDER OF DEEDS
LEHIGH COUNTY, PA

NINTH AMENDMENT TO DECLARATION OF
CONDOMINIUM TO RESERVE OPTION
TO ADD ADDITIONAL REAL ESTATE

THIS AMENDMENT made this 15th day of December, 1993,
by ("Declarant") witnesses that:

(A) Pursuant to a certain Declaration executed by Brookside Partners, a Pennsylvania General Partnership (Original Declarant), the predecessor in title to The Ridings at Brookside Development Corporation, a Pennsylvania Corporation (Declarant) and recorded on May 23, 1990, in the Office for the Recording of Deeds in and for Lehigh County, Pennsylvania, in Miscellaneous Book Volume 622, Page 879, ("Declaration"), Declarant submitted to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. Cons. Stat. 3101, et seq. ("Act") certain real estate described in Exhibit "A" to the Declaration and created a flexible condominium known as "The Ridings at Brookside" ("Condominium").

(B) Pursuant to Article XVIII of the Declaration, Original Declarant reserved an option to add to the Condominium all or any portions of the "Additional Real Estate" described in Exhibit "B" to the Declaration, without the consent of any Unit Owner or holder of any mortgage on any Unit:

(C) That the anniversary date for the exercise of the option to add Additional Real Estate pursuant to the Declaration, Article XVIII, would be May 23, 1997.

(D) That the Declarant has acquired title and Special Declarant Rights of the Original Declarant as of November 30, 1992, as more fully set forth in a Deed and Assignment received in Deed

469 Linden St
Allentown, PA 18102

V0767 P0684

Book Volume 1498, Page 248 and Miscellaneous Volume 696, Page 247,
in the Office of the Recorder of Deeds, Lehigh County,
Pennsylvania.

(E) That as prerequisite of Declarant acquiring such title,
the Borough of Macungie extended the completion date for the
Condominium Project.

(F) That pursuant to said extension of time, Declarant is
filing this Amendment to Change the Anniversary Date to reserve the
option to add the Additional Real Estate to Seven (7) years from
the date of the approval of this Amendment.

(G) That this amendment, therefore, provides that Declarant
hereby specifically reserves an option with the seventh (7th)
anniversary of the recording of this Amendment to the Declaration
to expand the Condominium by adding, from time to time, all or any
portion of the Additional Real Estate to the Condominium, and to
create additional units, Limited Common Elements and Common
Elements thereon, in compliance with Section 3211 of the Act
without the consent of any Unit Owner, the holder of any mortgage
of any Unit, or the Association, all other terms, conditions and
exhibits of the Declaration for the flexible Condominium recorded
May 23, 1990, as it applies to the Additional Real Estate remaining
in full force and effect and applicable hereto.

(H) That the approval of this Amendment pursuant to Section
3219(a) of the Uniform Condominium Act has been obtained.

(I) Except as specifically amended hereby, the Declaration
remains in full force and effect in accordance with its terms.

V0767 P0685

IN WITNESS WHEREOF, the Declarant and duly authorized officer of the Association have executed this Amendment the day and year first above written.

THE RIDINGS AT BROOKSIDE DEVELOPMENT CORPORATION

[Handwritten signature]

BY: *[Handwritten signature]*
DECLARANT GOPAL K. KAPOOR
THE RIDINGS AT BROOKSIDE President

BY: *[Handwritten signature]*
ASSOCIATION GAIL D. HALLMAN
Secretary

SWORN and subscribed before me this 15th day of December, 1993.

[Handwritten signature]

NOTARY PUBLIC

Notarial Seal
Danette Marchetto, Notary Public
Allentown, Lehigh County
My Commission Expires July 29, 1995
Member, Pennsylvania Association of Notaries



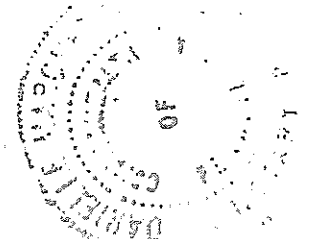
COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LEHIGH)

On this, the 15th day of December, 1993, before me a Notary Public the undersigned officer, personally appeared, GOPAL K. KAPOOR* and GAIL D. HALLMAN, known to me (or *President of The Ridings at Brookside Development Corporation, satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained

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

MY COMMISSION EXPIRES:
[Handwritten] July 29 1995

Notarial Seal
Danette Marchetto, Notary Public
Allentown, Lehigh County
My Commission Expires July 29, 1995



ENTERED

94 SEP 13 PM 3:14

RECORDER OF DEEDS
LEHIGH COUNTY, PA

TENTH AMENDMENT TO DECLARATION OF THE RIDINGS AT BROOKSIDE
CONDOMINIUM

This Amendment made this 12th day of September, 1994, by THE
RIDINGS AT BROOKSIDE DEVELOPMENT CORPORATION ("Declarant")
witnesses that:

A. Pursuant to a certain Declaration executed by Declarant
and recorded on May 23, 1990, in the Office for Recording of Deeds
in and for Lehigh County, Pennsylvania, in Deed Book 622, Page 879
("Declaration"), Declarant submitted to the provisions of the
Pennsylvania Uniform Condominium Act, 68 Pa. Cons. Stat Section
3101, et seq. ("Act") certain real estate described in Exhibit "A"
to the Declaration and created a flexible condominium known as "The
Ridings at Brookside" ("Condominium"). (On November 30, 1992),
Declarant recorded in Miscellaneous Book 696, Page 250, the First
Amendment to the Declaration. As used in this Tenth Amendment, the
term "Declaration" shall mean the Declaration as previously
amended.)

B. Pursuant to Article VII of the Declaration, Declarant
reserved an option to convert to Units, Limited Common Elements or
any combination thereof all or any portions of the "Convertible
Real Estate" described in Exhibit C to the Declaration without the
consent of any Unit Owner or holder of any mortgage on any Unit.

V0769 P0217

C. Declarant now desires to convert to the Condominium a portion of the Convertible Real Estate, which portion is described in Exhibit "A" attached hereto and which is referred to herein as the "Converted Real Estate."

D. All capitalized terms which are not defined herein shall have the meanings specified in Article II of the Declaration.

E. Pursuant to the provisions of Article VII of the Declaration and of Section 3211 of the Act, Declarant declares that the Converted Real Estate, including all of the improvements erected or to be erected thereon are substantially completed, Affidavit of Completion attaches as Exhibit "B" and the Declaration is hereby amended as follows:

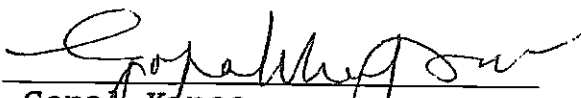
1. The term "Plats" and "Plans" as defined in Article II(r) of the Declaration shall henceforth mean the Plats and Plans attached to the Declaration as Exhibit E and the Plats and Plans which are attached hereto as Exhibit A. Exhibit A hereto identifies and delineates the Converted Real Estate as Building X-1 and X-2.

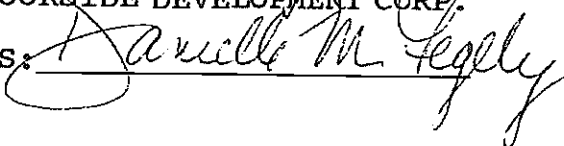
2. There are two (2) Units located on the Converted Real Estate in X-1 and three (3) Units located on the Converted Real Estate in X-2.

3. In accordance with Article V of the Declaration, the Percentage Interest appurtenant to each Unit shall henceforth be as set forth in Exhibit C attached hereto and made a part hereof, which Exhibit is hereby substituted for Exhibit "D" which was attached to the Declaration and referred to in Article V of the Declaration.

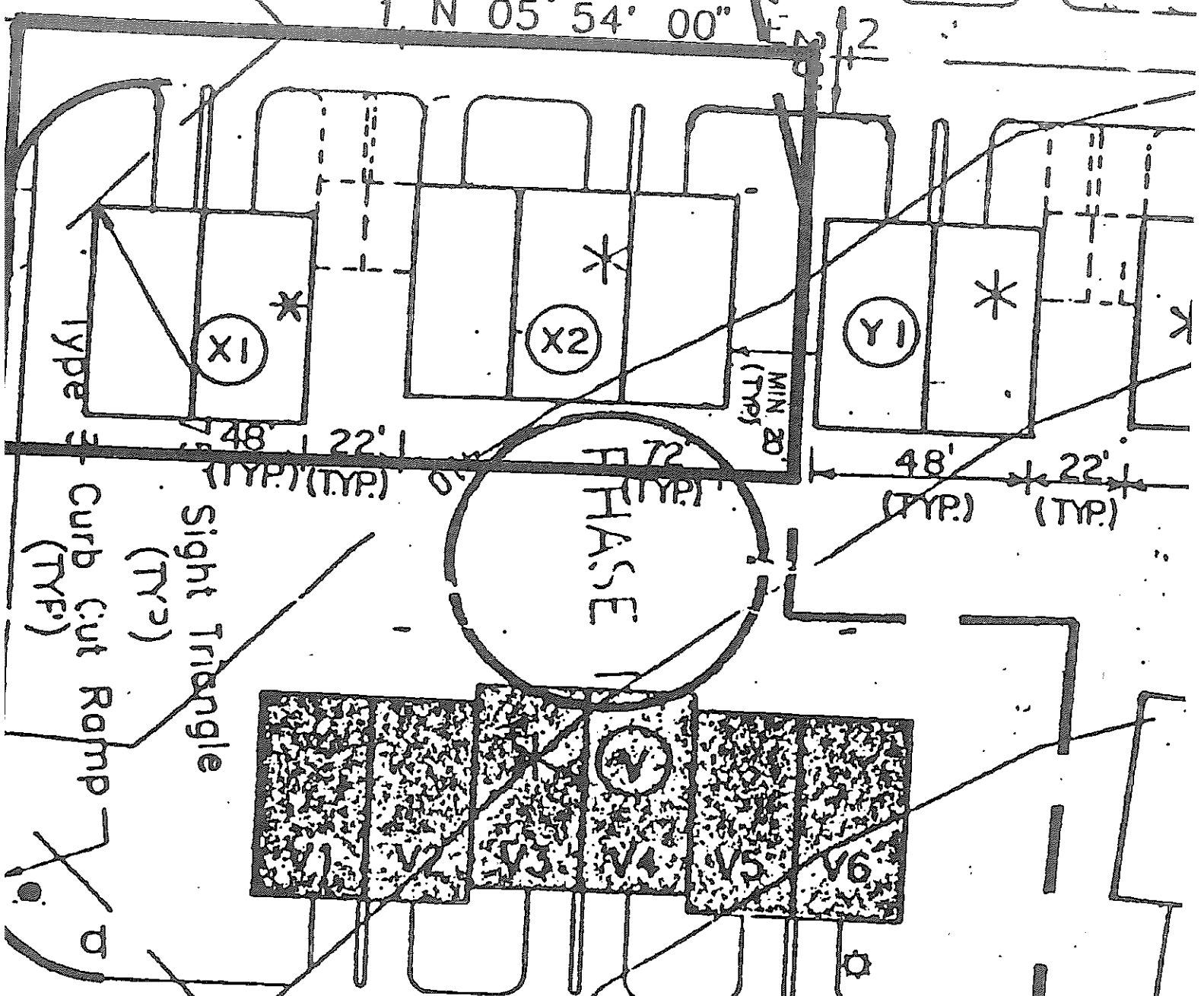
4. Except as specifically amended hereby, the Declaration remains in full force and effect in accordance with its terms.

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

BY: 
Gopal Kapoor
President of THE RIDINGS AT
BROOKSIDE DEVELOPMENT CORP.

WITNESS: 

1, N 05° 54' 00" E



1, N 05° 54' 00" E

SURREY PLACE

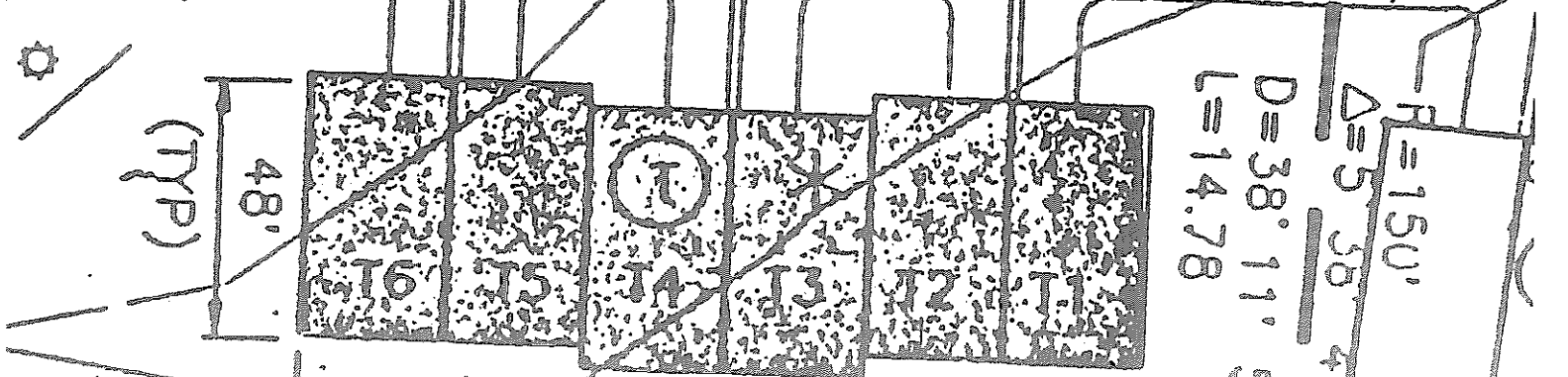


EXHIBIT "A"

0750 00330

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LEHIGH)

On this 12th day of September, 1994, before me, a Notary Public, personally appeared, GOPAL KAPOOR, President of THE RIDINGS AT BROOKSIDE DEVELOPMENT CORP., known to me (or satisfactorily proven to be the President whose name is subscribed to the within instrument, and acknowledged that he has executed the same to be the act and Deed of the said THE RIDINGS AT BROOKSIDE DEVELOPMENT CORP. to the intent that the same may be duly recorded.

Danielle Marchetto

Notary Public

MY COMMISSION EXPIRES:

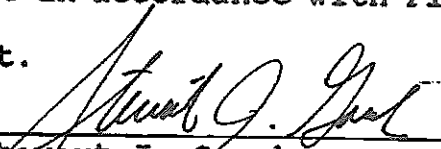
Notarial Seal
Danielle Marchetto, Notary Public
Allentown, Lehigh County
My Commission Expires July 29, 1995

Member, Pennsylvania Association of Notaries



CERTIFICATE OF SUBSTANTIAL COMPLETION OF BUILDINGS

I, STEWART J. GOUCK, a (licensed architect) in the Commonwealth of Pennsylvania (License No. RA-013512-X), hereby certify that all structural components and common element mechanical systems of the structure containing Units in the Preceding (Tenth Amendment to Declaration) of Ridings at Brookside Condominium are substantially complete in accordance with Plats and Plans attached to the Tenth Amendment.



Stewart J. Gouck
Registered Architect

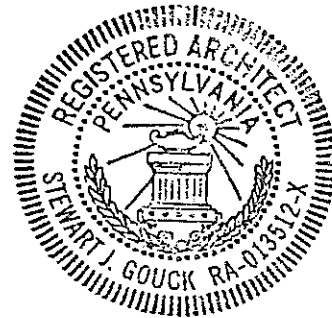



EXHIBIT "B"

V0769 P0222

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LEHIGH)

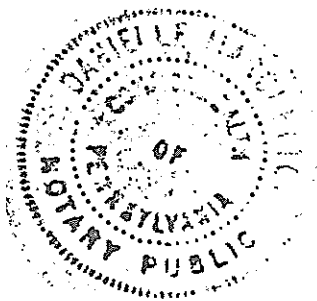
On this, the 12th day of September, 1994, before me the undersigned officer, personally appeared STEWART J. GOUCK, Registered Architect, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purpose therein contained, and desired the same might be recorded as such, according to law.

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


Notary Public

MY COMMISSION EXPIRES:

Notarial Seal
Danielle Marchetto, Notary Public
Allentown, Lehigh County
My Commission Expires July 29, 1995
Member, Pennsylvania Association of Notaries



PERCENTAGE INTEREST SCHEDULE

<u>Bldg</u>	<u>Unit</u>	<u>Model Type</u>	<u>Percentage Interest</u>
A	148	Bentley	.01837
A	150	Brighton	.01816
A	152	Bentley	.01837
A	153	Brighton	.01816
R	302*	Sussex I	.01077
R	304*	Sussex II	.01308
R	306*	Cambridge	.01591
R	308*	Claridge	.01683
R	310*	Bentley	.01837
R	312*	Brighton	.01816
T	301	Claridge	.01683
T	303	Cambridge	.01591
T	305	Claridge	.01683
T	307	Cambridge	.01591
T	309	Claridge	.01683
T	311	Cambridge	.01591
HH	102	Sussex I	.01077
HH	104	Essex I	.00964
HH	106	Essex I	.00964
HH	108	Sussex I	.01077
HH	110	Sussex II	.01308
HH	112	Essex II	.01145
HH	114	Essex II	.01145
HH	116	Sussex II	.01308
KK	120	Sussex I	.01077
KK	122	Essex I	.00964
KK	124	Essex I	.00964
KK	126	Sussex I	.01077
KK	128	Sussex II	.01308
KK	130	Essex II	.01145
KK	132	Essex II	.01145
KK	134	Sussex II	.01308

B	160	Bentley	.01837
B	162	Brighton	.01816
B	164	Bentley	.01837
B	166	Brighton	.01816
B	168	Bentley	.01837
V	302	Cambridge	.01591
V	304	Claridge	.01683
V	306	Cambridge	.01591
V	308	Claridge	.01683
V	310	Cambridge	.01591
V	312	Claridge	.01683
LL	140	Sussex I	.01077
LL	142	Essex I	.00964
LL	144	Essex I	.00964
LL	146	Sussex I	.01077
LL	148	Sussex I	.01077
LL	150	Essex I	.00964
LL	152	Essex I	.00964
LL	154	Sussex II	.01308
C-1	170	Brighton	.01816
C-1	172	Bentley	.01837
C-1	174	Brighton	.01816
C-2	176	Bentley	.01837
C-2	178	Brighton	.01816
C-2	180	Bentley	.01837
JJ	101	Sussex I	.01077
JJ	103	Essex I	.00964
JJ	105	Essex I	.00964
JJ	107	Sussex I	.01077
JJ	109	Sussex II	.01308
JJ	111	Essex II	.01145
JJ	113	Essex II	.01145
JJ	115	Sussex II	.01308
X-1	301	Cambridge	.01591
X-1	303	Claridge	.01683
X-2	305	Claridge	.01683
X-2	307	Cambridge	.01591
X-2	309	Claridge	<u>.01683</u>

Total 1.00000

* Indicates sample or model units and/or units that may be used for sales and administrative purposes by Declarant.

EXHIBIT "C"

V0769 P0225

PLD

ELEVENTH AMENDMENT TO DECLARATION OF THE RIDINGS AT BROOKSIDE CONDOMINIUM

RECORDATION OF DEEDS
LEHIGH COUNTY, PA

95 APR 21 PM 3:09

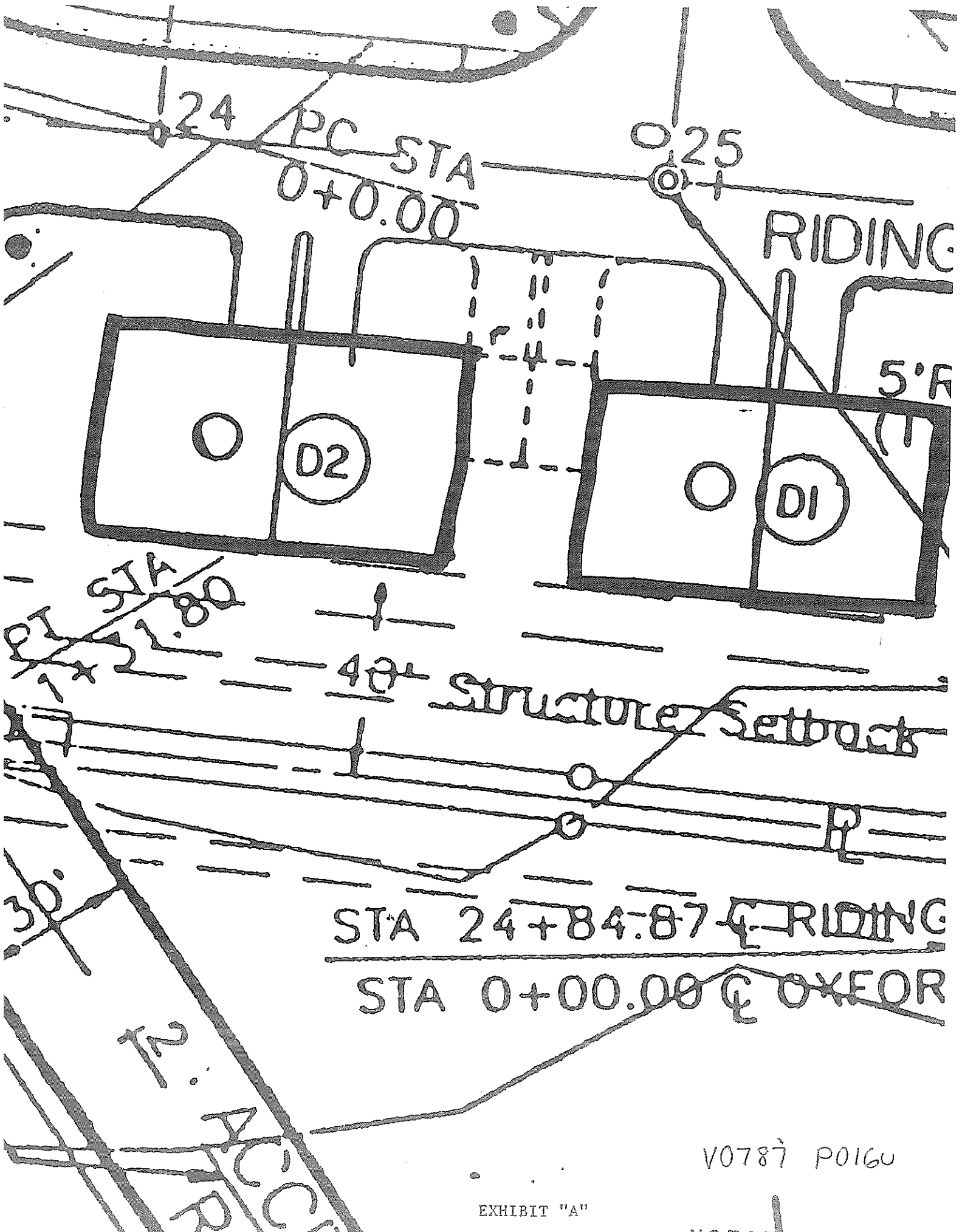
00110001

This Amendment made this 11th day of April, 1995, by THE RIDINGS AT BROOKSIDE DEVELOPMENT CORPORATION ("Declarant") witnesses that:

A. Pursuant to a certain Declaration executed by Declarant and recorded on May 23, 1990, in the Office for Recording of Deeds in and for Lehigh County, Pennsylvania, in Deed Book 622, Page 879 ("Declaration"), Declarant submitted to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. Cons. Stat Section 3101, et seq. ("Act") certain real estate described in Exhibit "A" to the Declaration and created a flexible condominium known as "The Ridings at Brookside" ("Condominium"). (On November 30, 1992), Declarant recorded in Miscellaneous Book 696, Page 250, the First Amendment to the Declaration. As used in this Eleventh Amendment, the term "Declaration" shall mean the Declaration as previously amended.)

B. Pursuant to Article VII of the Declaration, Declarant reserved an option to convert to Units, Limited Common Elements or any combination thereof all or any portions of the "Convertible Real Estate" described in Exhibit C to the Declaration without the consent of any Unit Owner or holder of any mortgage on any Unit.

710011



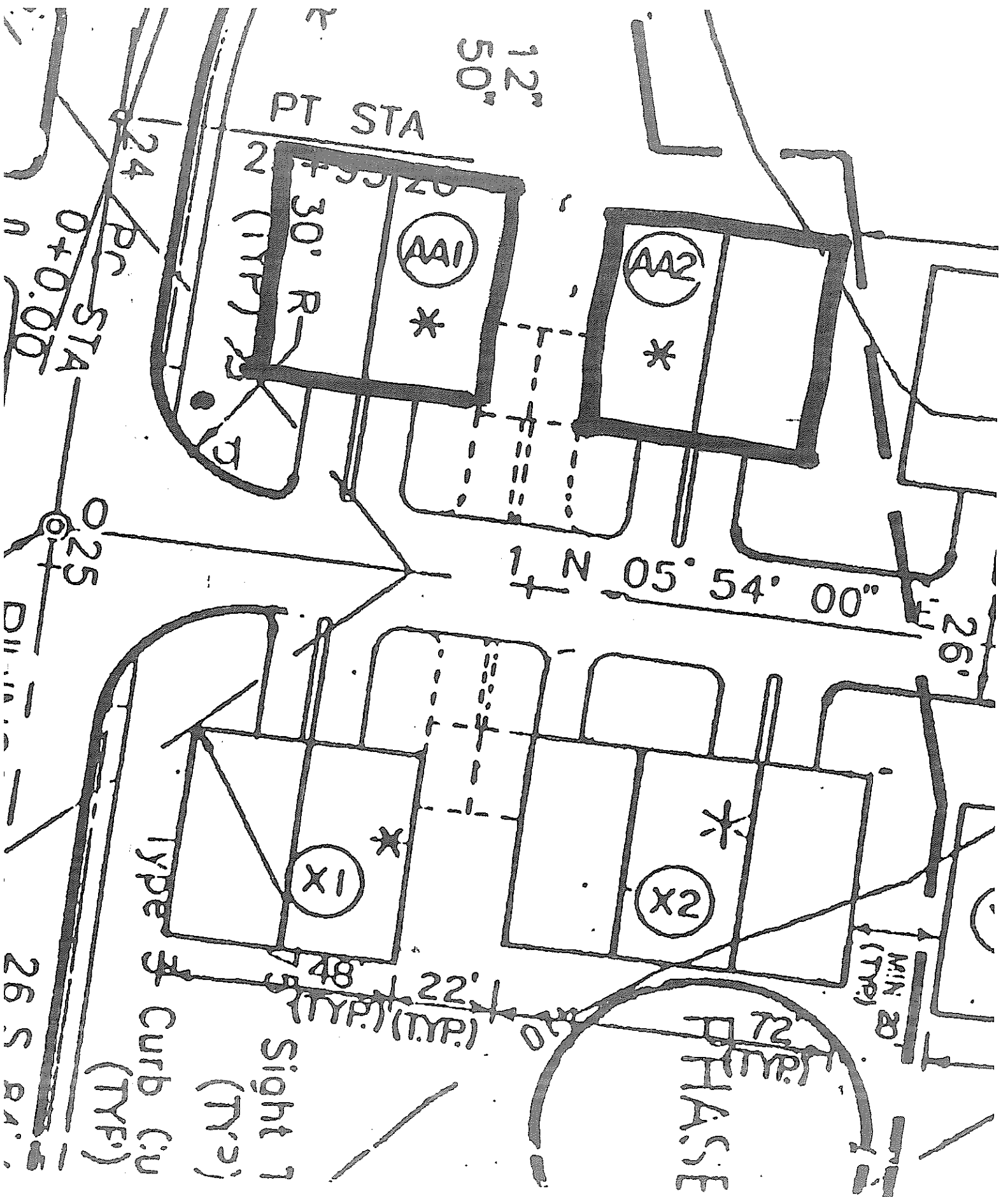
ACR
CCTI

V0787 P0160

EXHIBIT "A"

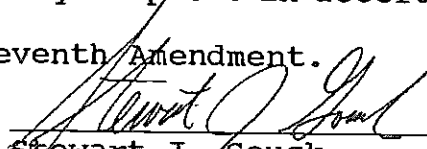
V0787 P0160

STA 24+84.87 ← RIDING
STA 0+00.00 ← OXEOR



CERTIFICATE OF SUBSTANTIAL COMPLETION OF BUILDINGS

I, STEWART J. GOUCK, a (licensed architect) in the Commonwealth of Pennsylvania (License No. RA-013512-X), hereby certify that all structural components and common element mechanical systems of the structure containing Units in the Preceding (Eleventh Amendment to Declaration) of Ridings at Brookside Condominium are substantially complete in accordance with Plats and Plans attached to the Eleventh Amendment.



Stewart J. Gouck
Registered Architect

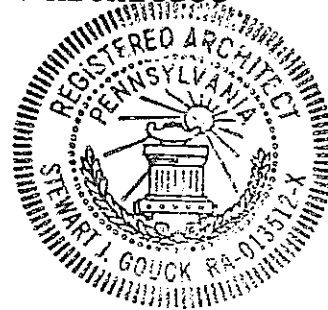


EXHIBIT "B"

V0787 P0162

PERCENTAGE INTEREST SCHEDULE

<u>Bldg</u>	<u>Unit</u>	<u>Model Type</u>	<u>Percentage Interest</u>
A	148	Bentley	.010239
A	150	Brighton	.010039
A	152	Bentley	.010239
A	153	Brighton	.016039
R	302*	Sussex I	.009159
R	304*	Sussex II	.011309
R	306	Cambridge	.013939
R	308	Claridge	.014799
R	310	Bentley	.018239
R	312	Brighton	.016039
T	301	Claridge	.014799
T	303	Cambridge	.013939
T	305	Claridge	.014799
T	307	Cambridge	.013939
T	309	Claridge	.014799
T	311	Cambridge	.013939
HH	102	Sussex I	.009159
HH	104	Essex I	.008109
HH	106	Essex I	.008109
HH	108	Sussex I	.009159
HH	110	Sussex II	.011309
HH	112	Essex II	.009789
HH	114	Essex II	.009789
HH	116	Sussex II	.011309
KK	120	Sussex I	.009159
KK	122	Essex I	.008109
KK	124	Essex I	.008109
KK	126	Sussex I	.009159
KK	128	Sussex II	.011309
KK	130	Essex II	.009789
KK	132	Essex II	.009789
KK	134	Sussex II	.011309

B	160	Bentley	.018239
B	162	Brighton	.016039
B	164	Bentley	.016239
B	166*	Brighton	.016039
B	168*	Bentley	.016239
V	302	Cambridge	.013939
V	304*	Claridge	.014799
V	306*	Cambridge	.013939
V	308	Claridge	.014799
V	310	Cambridge	.013939
V	312	Claridge	.014799
LL	140	Sussex I	.009159
LL	142	Essex I	.008109
LL	144	Essex I	.008109
LL	146	Sussex I	.009159
LL	148	Sussex I	.011309
LL	150	Essex I	.009789
LL	152	Essex I	.009789
LL	154	Sussex II	.011309
C-1	170	Brighton	.016039
C-1	172	Bentley	.016239
C-1	174	Brighton	.016039
C-2	176	Bentley	.016239
C-2	178	Brighton	.016039
C-2	180	Bentley	.016239
JJ	101	Sussex I	.009159
JJ	103	Essex I	.008109
JJ	105	Essex I	.008109
JJ	107	Sussex I	.009159
JJ	109	Sussex II	.011309
JJ	111	Essex II	.009789
JJ	113	Essex II	.009789
JJ	115	Sussex II	.011309
X-1	301	Cambridge	.013939
X-1	303	Claridge	.014799
X-2	305	Claridge	.014799
X-2	307	Cambridge	.013939
X-2	309	Claridge	.014799

D-1	184	Brighton	.016039
D-1	186	Bentley	.016239
D-2	188	Grand Bentley	.016809
D-2	190	Bentley	.016239
AA-1	302	Claridge	.014799
AA-1	304	Claridge	.014799
AA-2	306	Grand Claridge	.014949
AA-2	308	Claridge	<u>.014799</u>
		Total	1.000000

* Indicates sample or model units and/or units that may be used for sales and administrative purposes by Declarant.

EXHIBIT "C"

C. Declarant now desires to convert to the Condominium a portion of the Convertible Real Estate, which portion is described in Exhibit "A" attached hereto and which is referred to herein as the "Converted Real Estate."

D. All capitalized terms which are not defined herein shall have the meanings specified in Article II of the Declaration.

E. Pursuant to the provisions of Article VII of the Declaration and of Section 3211 of the Act, Declarant declares that the Converted Real Estate, including all of the improvements erected or to be erected thereon are substantially completed, Affidavit of Completion attaches as Exhibit "B" and the Declaration is hereby amended as follows:


1. The term "Plats" and "Plans" as defined in Article II(r) of the Declaration shall henceforth mean the Plats and Plans attached to the Declaration as Exhibit E and the Plats and Plans which are attached hereto as Exhibit A. Exhibit A hereto identifies and delineates the Converted Real Estate as Building D-1 and D-2 and AA-1 and AA-2.

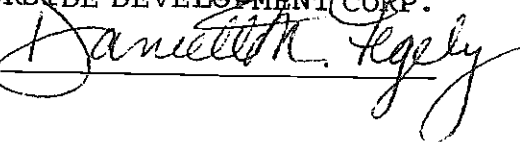
2. There are Two (2) Units located on the Converted Real Estate in D-1 and Two (2) Units located on the Converted Real Estate in D-2. There are Two (2) Units located on the Converted Real Estate in AA-1 and Two (2) Units located on the Converted Real Estate in AA-2.

3. In accordance with Article V of the Declaration, the Percentage Interest appurtenant to each Unit shall henceforth be as set forth in Exhibit C attached hereto and made a part hereof, which Exhibit is hereby substituted for Exhibit "D" which was attached to the Declaration and referred to in Article V of the Declaration.

4. Except as specifically amended hereby, the Declaration remains in full force and effect in accordance with its terms.

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

BY: 
Gopal Kapoor
President of THE RIDINGS AT
BROOKSIDE DEVELOPMENT CORP.

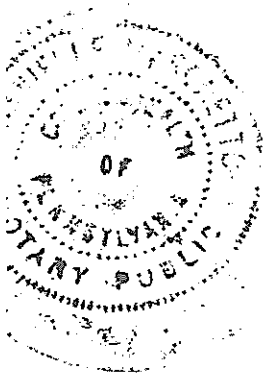
WITNESS: 

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LEHIGH)

On this 11th day of April, 1995, before me, a Notary Public, personally appeared, GOPAL KAPOOR, President of THE RIDINGS AT BROOKSIDE DEVELOPMENT CORP., known to me (or satisfactorily proven to be the President whose name is subscribed to the within instrument, and acknowledged that he has executed the same to be the act and Deed of the said THE RIDINGS AT BROOKSIDE DEVELOPMENT CORP. to the intent that the same may be duly recorded.

Danielle Marchette
Notary Public

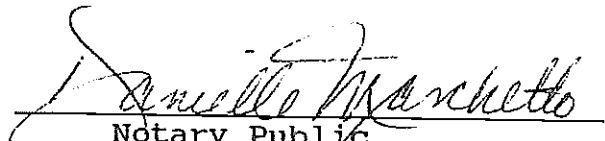
MY COMMISSION EXPIRES:
Notarial Seal
Danielle Marchette, Notary Public
Allentown, Lehigh County
My Commission Expires July 22, 1995
Member, Pennsylvania Association of Notaries



COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LEHIGH)

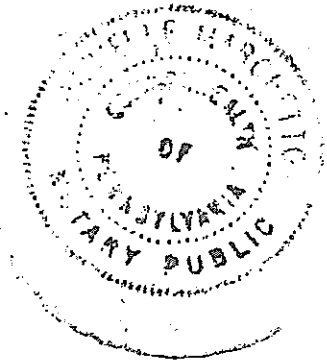
On this, the 11th day of April, 1995, before me the undersigned officer, personally appeared STEWART J. GOUCK, Registered Architect, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purpose therein contained, and desired the same might be recorded as such, according to law.

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


Notary Public

MY COMMISSION EXPIRES:

Notarial Seal
Daniele Marchetto, Notary Public
Allentown, Lehigh County
My Commission Expires July 23, 1995
Member, Pennsylvania Association of Notaries



SEP 19 3 19 PM '95

RECORDED OFFICE
LEHIGH COUNTY, PA.

TWELFTH AMENDMENT TO DECLARATION OF THE RIDINGS AT BROOKSIDE CONDOMINIUM

This Amendment made this 23rd day of August, 1995, by THE RIDINGS AT BROOKSIDE DEVELOPMENT CORPORATION ("Declarant") witnesses that:

A. Pursuant to a certain Declaration executed by Declarant and recorded on May 23, 1990, in the Office for Recording of Deeds in and for Lehigh County, Pennsylvania, in Deed Book 622, Page 879 ("Declaration"), Declarant submitted to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. Cons. Stat Section 3101, et seq. ("Act") certain real estate described in Exhibit "A" to the Declaration and created a flexible condominium known as "The Ridings at Brookside" ("Condominium"). (On November 30, 1992), Declarant recorded in Miscellaneous Book 696, Page 250, the First Amendment to the Declaration. As used in this Eleventh Amendment, the term "Declaration" shall mean the Declaration as previously amended.)

B. Pursuant to Article VII of the Declaration, Declarant reserved an option to convert to Units, Limited Common Elements or any combination thereof all or any portions of the "Convertible Real Estate" described in Exhibit C to the Declaration without the consent of any Unit Owner or holder of any mortgage on any Unit.

MAIL Handle Ten 2 7 Collins Cg.

V0799 P0305

111

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C. Declarant now desires to convert to the Condominium a portion of the Convertible Real Estate, which portion is described in Exhibit "A" attached hereto and which is referred to herein as the "Converted Real Estate."

D. All capitalized terms which are not defined herein shall have the meanings specified in Article II of the Declaration.

E. Pursuant to the provisions of Article VII of the Declaration and of Section 3211 of the Act, Declarant declares that the Converted Real Estate, including all of the improvements erected or to be erected thereon are substantially completed, Affidavit of Completion attaches as Exhibit "B" and the Declaration is hereby amended as follows:

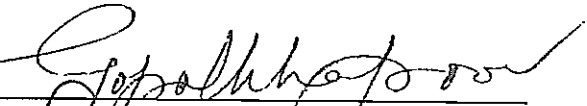
1. The term "Plats" and "Plans" as defined in Article II(r) of the Declaration shall henceforth mean the Plats and Plans attached to the Declaration as Exhibit E and the Plats and Plans which are attached hereto as Exhibit A. Exhibit A hereto identifies and delineates the Converted Real Estate as Building E and N and NN.


2. There are Four (4) Units located on the Converted Real Estate in Building E and Four (4) Units located on the Converted Real Estate in Building N. There are Eight (8) Units located on the Converted Real Estate in Building NN.

3. In accordance with Article V of the Declaration, the Percentage Interest appurtenant to each Unit shall henceforth be as set forth in Exhibit C attached hereto and made a part hereof, which Exhibit is hereby substituted for Exhibit "D" which was attached to the Declaration and referred to in Article V of the Declaration.

4. Except as specifically amended hereby, the Declaration remains in full force and effect in accordance with its terms.

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

BY: 
Gopal Kapoor
President of THE RIDINGS AT
BROOKSIDE DEVELOPMENT CORP

WITNESS: 

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LEHIGH)

On this 23rd day of August, 1995, before me, a Notary Public, personally appeared, GOPAL KAPOOR, President of THE RIDINGS AT BROOKSIDE DEVELOPMENT CORP., known to me (or satisfactorily proven to be the President whose name is subscribed to the within instrument, and acknowledged that he has executed the same to be the act and Deed of the said THE RIDINGS AT BROOKSIDE DEVELOPMENT CORP. to the intent that the same may be duly recorded.

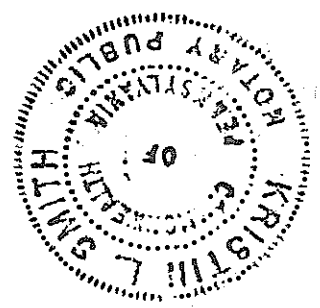
Kristin L. Smith

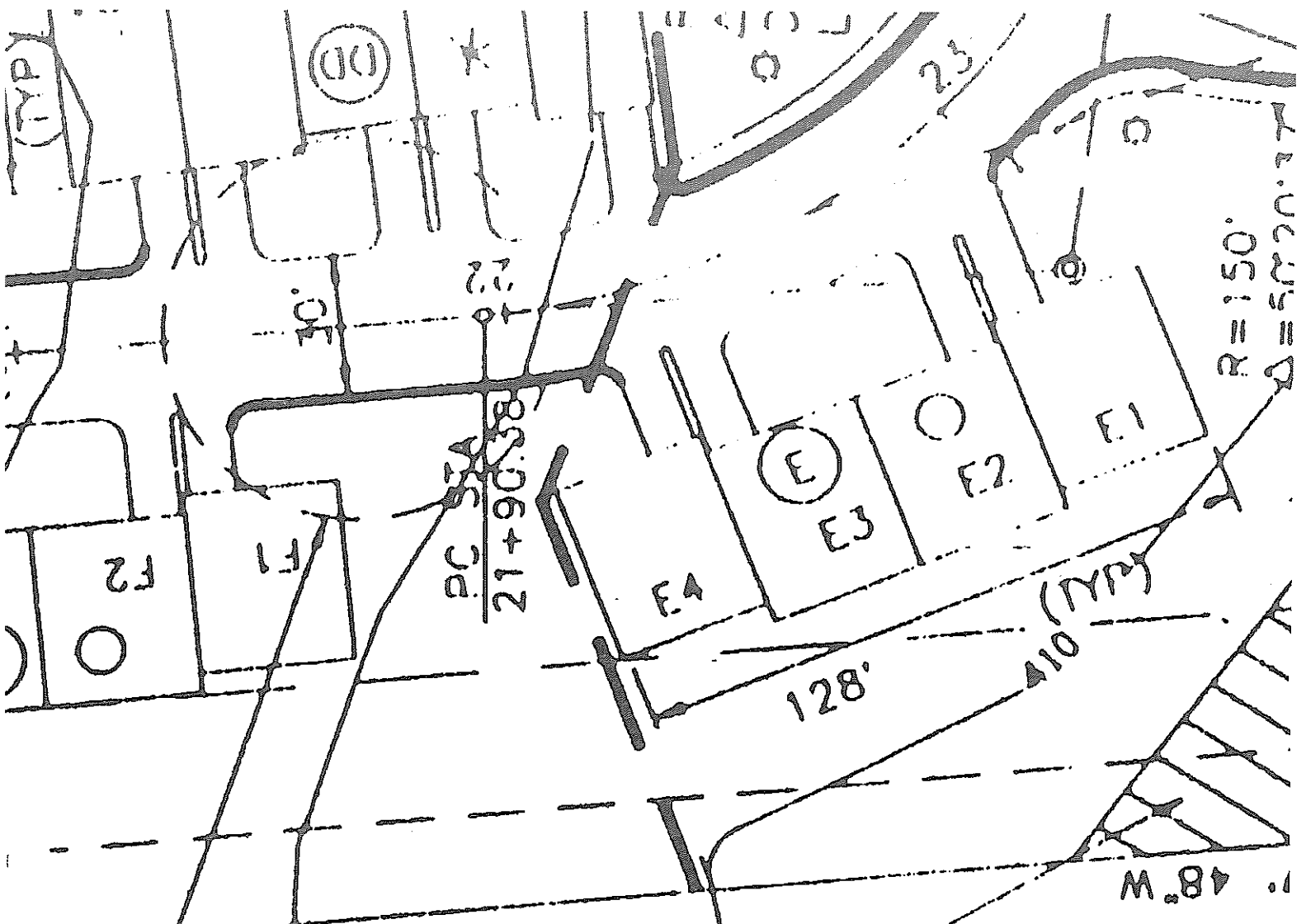
Notary Public

MY COMMISSION EXPIRES:

Notarial Seal
Kristin L. Smith, Notary Public
Allentown, Lehigh County
My Commission Expires June 17, 1996

Member, Pennsylvania Association of Notaries





ANC

Temporary
CUL-DE-SAC
(40' Radius)

UNDGRND Cable Bor
UNDGRND Telephone Bor
UNDGRND Electric Bor

PC STA
21+90.38

This area is to be dedicated by the developer of Brookside Heights to the Borough of Macungie for use as additional recreation space for adjoining Brookfield development.

Approximate Area: 3000 SF

LINDFIELD CIRCLE SECT 2

SIA T794.25

LINDFIELD CIRCLE SECT 2

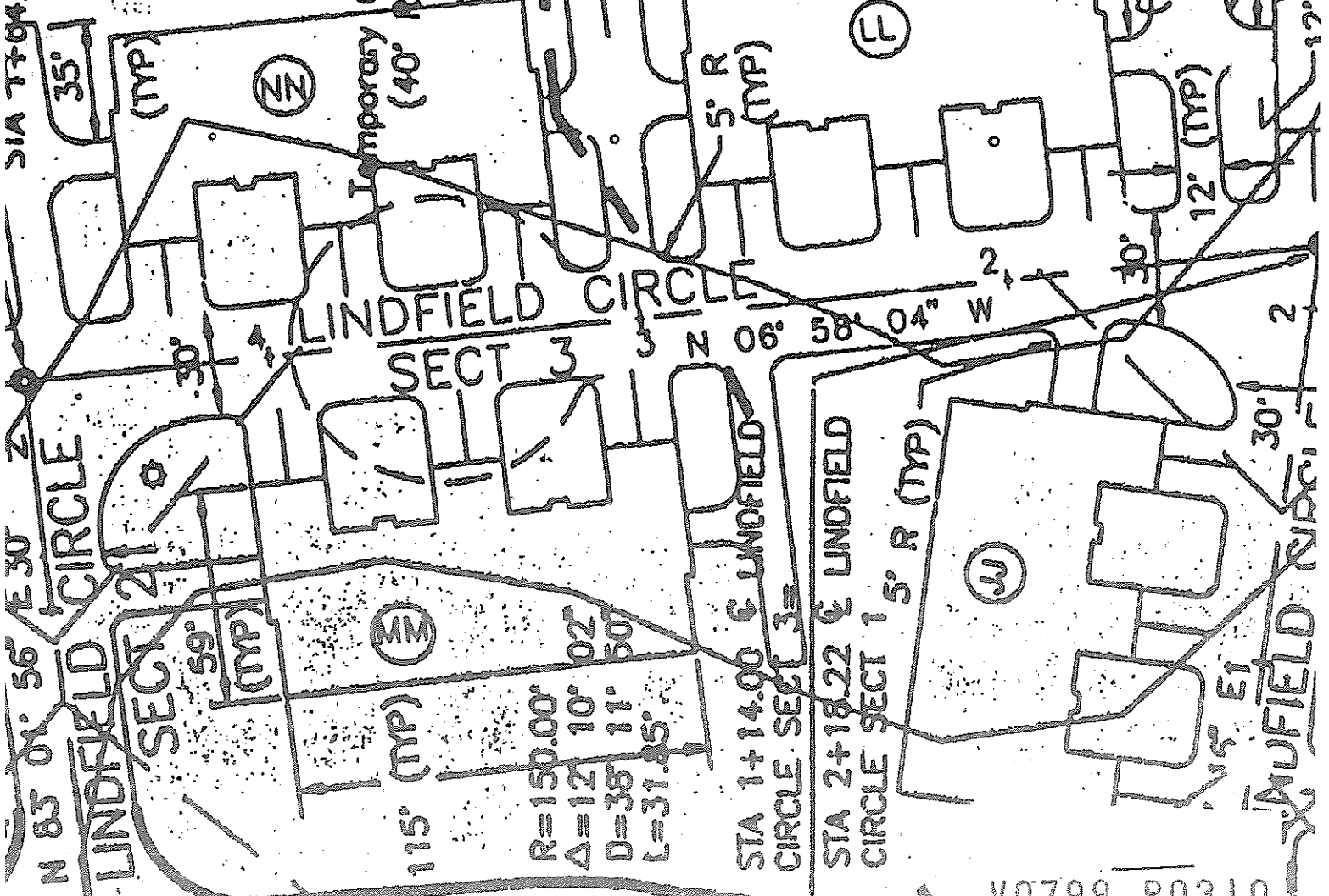
N/F Brookside Country Club

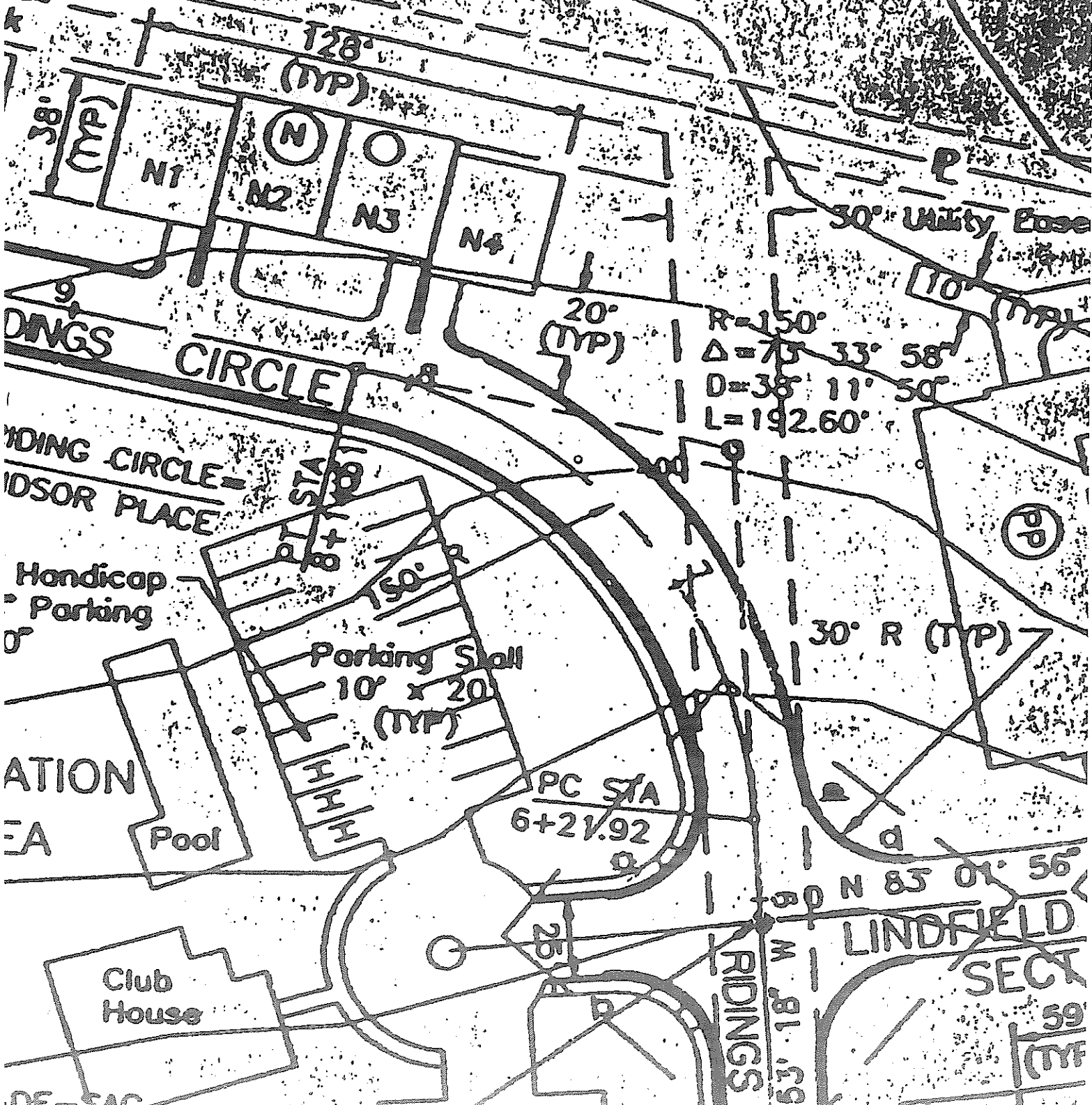
Pine Tree Line

Temporary CUL-DE-SAC (40' Radius)

Structure Setback

Block Shed





INFORMATION
 AREA
 Pool

Club House

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: The Ridings at Brookside,
A Condominium
Brookfield Drive and
Ridings Circle
Macungie Borough
Lehigh County, Pennsylvania

OWNER: The Ridings at Brookside
Development Corporation
795 West Macada Road
Bethlehem, PA 18017

ARCHITECT: Stewart J. Gouck
Registered Architect
405 South 17th Street
Allentown, PA 18104

DATE OF ISSUANCE:

DESIGNATED PHASE OF PROJECT: Building E, Phase I,
Ridings Circle

I hereby certify that Unit #192, #194, #196 and #198 in the building located in the aforesated designated phase is substantially complete in accordance with the plans pursuant to Section 3414(d) of the Pennsylvania Uniform Condominium Act, 68 PA C.S.A. 3101 et al.



Stewart J. Gouck
Stewart J. Gouck
Registered Architect

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: The Ridings at Brookside,
A Condominium
Brookfield Drive and
Ridings Circle
Macungie Borough
Lehigh County, Pennsylvania

OWNER: The Ridings at Brookside
Development Corporation
795 West Macada Road
Bethlehem, PA 18017

ARCHITECT: Stewart J. Gouck
Registered Architect
405 South 17th Street
Allentown, PA 18104

DATE OF ISSUANCE:

DESIGNATED PHASE OF PROJECT: Building N, Phase II,
Ridings Circle

I hereby certify that Unit #285, #287, #289 and #291 in the building located in the aforesated designated phase is substantially complete in accordance with the plans pursuant to Section 3414(d) of the Pennsylvania Uniform Condominium Act, 68 PA C.S.A. 3101 et al.



Stewart J. Gouck
Stewart J. Gouck
Registered Architect

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: The Ridings at Brookside,
A Condominium
Brookfield Drive and
Ridings Circle
Macungie Borough
Lehigh County, Pennsylvania

OWNER: The Ridings at Brookside
Development Corporation
795 West Macada Road
Bethlehem, PA 18017

ARCHITECT: Stewart J. Gouck
Registered Architect
405 South 17th Street
Allentown, PA 18104

DATE OF ISSUANCE:

DESIGNATED PHASE OF PROJECT: Building NN, Phase II,
Lindfield Circle

I hereby certify that Unit #160, #162, #164 and #166, #168, #170 and #172 in the building located in the aforesated designated phase is substantially complete in accordance with the plans pursuant to Section 3414(d) of the Pennsylvania Uniform Condominium Act, 68 PA C.S.A. 3101 et al.



Stewart J. Gouck
Stewart J. Gouck
Registered Architect

09-Aug-95

PERCENTAGE INTEREST SCHEDULE
RIDINGS AT BROOKSIDE

BLDG	UNIT	MODEL TYPE	08/09/95 NEW PERCENTAGE INTERESTS
A	148	Bentley	0.014022700
A	150	Brighton	0.013822700
A	152	Bentley	0.014022700
A	154	Brighton	0.013822700
R	302	Sussex I	0.006942700
R	304	Sussex II	0.009092700
R	306	Cambridge	0.011722700
R	308	Claridge	0.012582700
R	310	Bentley	0.014022700
R	312	Brighton	0.013822700
T	301	Claridge	0.012582700
T	303	Cambridge	0.011722700
T	305	Claridge	0.012582700
T	307	Cambridge	0.011722700
T	309	Claridge	0.012582700
T	311	Cambridge	0.011722700
HH	102	Sussex I	0.006942700
HH	104	Essex I	0.005892700
HH	106	Essex I	0.005892700
HH	108	Sussex I	0.006942700
HH	110	Sussex II	0.009092700
HH	112	Essex II	0.007572700
HH	114	Essex II	0.007572700
HH	116	Sussex II	0.009092700
KK	120	Sussex I	0.006942700
KK	122	Essex I	0.005892700
KK	124	Essex I	0.005892700
KK	126	Sussex I	0.006942700
KK	128	Sussex II	0.009092700
KK	130	Essex II	0.007572700
KK	132	Essex II	0.007572700
KK	134	Sussex II	0.009092700
B	160	Bentley	0.014022700
B	162	Brighton	0.013822700
B	164	Bentley	0.014022700
B	166	Brighton	0.013822700
B	168	Bentley	0.014022700
V	302	Cambridge	0.011722700
V	304	Claridge	0.012582700
V	306	Cambridge	0.011722700

V	308	Claridge	0.012582700
V	310	Cambridge	0.011722700
V	312	Claridge	0.012582700
LL	140	Sussex I	0.000942700
LL	142	Essex I	0.005892700
LL	144	Essex J	0.005892700
LL	140	Sussex I	0.000942700
LL	148	Sussex II	0.009092700
LL	150	Essex II	0.007572700
LL	152	Essex II	0.007572700
LL	154	Sussex II	0.009092700
C	170	Brighton	0.013822700
C	172	Bentley	0.014022700
C	174	Brighton	0.013822700
C	176	Bentley	0.014022700
C	170	Brighton	0.013822700
C	180	Bentley	0.014022700
JJ	101	Sussex I	0.000942700
JJ	103	Essex I	0.005892700
JJ	105	Essex I	0.005892700
JJ	107	Sussex I	0.000942700
JJ	109	Sussex II	0.009092700
JJ	111	Essex II	0.007572700
JJ	113	Essex II	0.007572700
JJ	115	Sussex II	0.009092700
X	301	Cambridge	0.011722700
X	303	Claridge	0.012582700
X	305	Claridge	0.012582700
X	307	Cambridge	0.011722700
X	309	Claridge	0.012582700
D	184	Brighton	0.013822700
D	186	Bentley	0.014022700
D	188	Grand Bentley	0.014592700
D	190	Bentley	0.014022700
AA	302	Claridge	0.012582700
AA	304	Claridge	0.012582700
AA	306	Grand Claridge	0.012732700
AA	308	Claridge	0.012582700
N	285	Bentley	0.014022700
N	287	Grand Bentley	0.014592700
N	289	Grand Bentley	0.014592700
N	291	Bentley	0.014022700
NN	100	Sussex I	0.000942700
NN	102	Essex I	0.005892700
NN	104	Essex I	0.005892700
NN	106	Sussex I	0.000942700
NN	108	Sussex II	0.009092700
NN	170	Essex II	0.007572700

NN	172	Essex II	0.007572700
NN	174	Sussex II	0.000002700
E	192	Bentley	0.014022700
E	194	Grand Bentley	0.014592700
E	196	Bentley	0.014022700
E	198	Bentley	0.014022700

1.000000000

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LEHIGH)

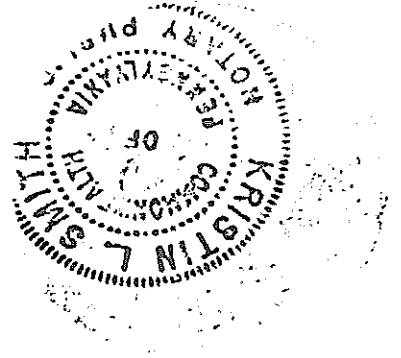
On this 23rd day of August, 1995, before me, a Notary Public the undersigned officer, personally appeared STEWART J. GOUCK, REGISTERED ARCHITECT, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instruments, and acknowledged that he executed the same for the purpose therein contained.

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

Kristin L. Smith

MY COMMISSION EXPIRES:

Notarial Seal
Kristin L. Smith, Notary Public
Allentown, Lehigh County
My Commission Expires June 17, 1998
Member, Pennsylvania Association of Notaries



96 MAR -5 PM 1:33

RECORDER OF DEEDS
LEHIGH COUNTY, PA

UJ

THIRTEENTH AMENDMENT TO DECLARATION OF THE RIDINGS AT BROOKSIDE
CONDOMINIUM

This Amendment made this 6TH day of March, 1996, by THE
RIDINGS AT BROOKSIDE DEVELOPMENT CORPORATION ("Declarant")
witnesses that:

A. Pursuant to a certain Declaration executed by
Declarant and recorded on May 23, 1990, in the Office for Recording
of Deeds in and for Lehigh County, Pennsylvania, in Deed Book 622,
Page 879 ("Declaration"), Declarant submitted to the provisions of
the Pennsylvania Uniform Condominium Act, 68 Pa. Cons. Stat Section
3101, et seq. ("Act") certain real estate described in Exhibit "A"
to the Declaration and created a flexible condominium known as "The
Ridings at Brookside" ("Condominium"). (On November 30, 1992),
Declarant recorded in Miscellaneous Book 696, Page 250, the First
Amendment to the Declaration. As used in this Thirteenth
Amendment, the term "Declaration" shall mean the Declaration as
previously amended.)

B. Pursuant to Article VII of the Declaration, Declarant
reserved an option to convert to Units, Limited Common Elements or
any combination thereof all or any portions of the "Convertible
Real Estate" described in Exhibit C to the Declaration without the
consent of any Unit Owner or holder of any mortgage on any Unit.

V0811 P1093

UJ

JLR

C. Declarant now desires to convert to the Condominium a portion of the Convertible Real Estate, which portion is described in Exhibit "A" attached hereto and which is referred to herein as the "Converted Real Estate."

D. All capitalized terms which are not defined herein shall have the meanings specified in Article II of the Declaration.

E. Pursuant to the provisions of Article VII of the Declaration and of Section 3211 of the Act, Declarant declares that the Converted Real Estate, including all of the improvements erected or to be erected thereon are substantially completed, Affidavit of Completion attaches as Exhibit "B" and the Declaration is hereby amended as follows:

1. The term "Plats" and "Plans" as defined in Article II(r) of the Declaration shall henceforth mean the Plats and Plans attached to the Declaration as Exhibit E and the Plats and Plans which are attached hereto as Exhibit A. Exhibit A hereto identifies and delineates the Converted Real Estate as Building M and MM.

2. There are Six (6) Units located on the Converted Real Estate in Building M. There are Eight (8) Units located on the Converted Real Estate in Building MM.

3. In accordance with Article V of the Declaration, the Percentage Interest appurtenant to each Unit shall henceforth be as set forth in Exhibit C attached hereto and made a part hereof, which Exhibit is hereby substituted for Exhibit "D" which was attached to the Declaration and referred to in Article V of the Declaration.

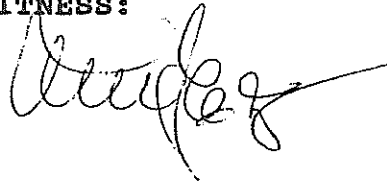
4. Except as specifically amended hereby, the Declaration remains in full force and effect in accordance with its terms.

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

By: 

GOPAL KAPOOR
President of THE RIDINGS AT
BROOKSIDE DEVELOPMENT CORP.

WITNESS:



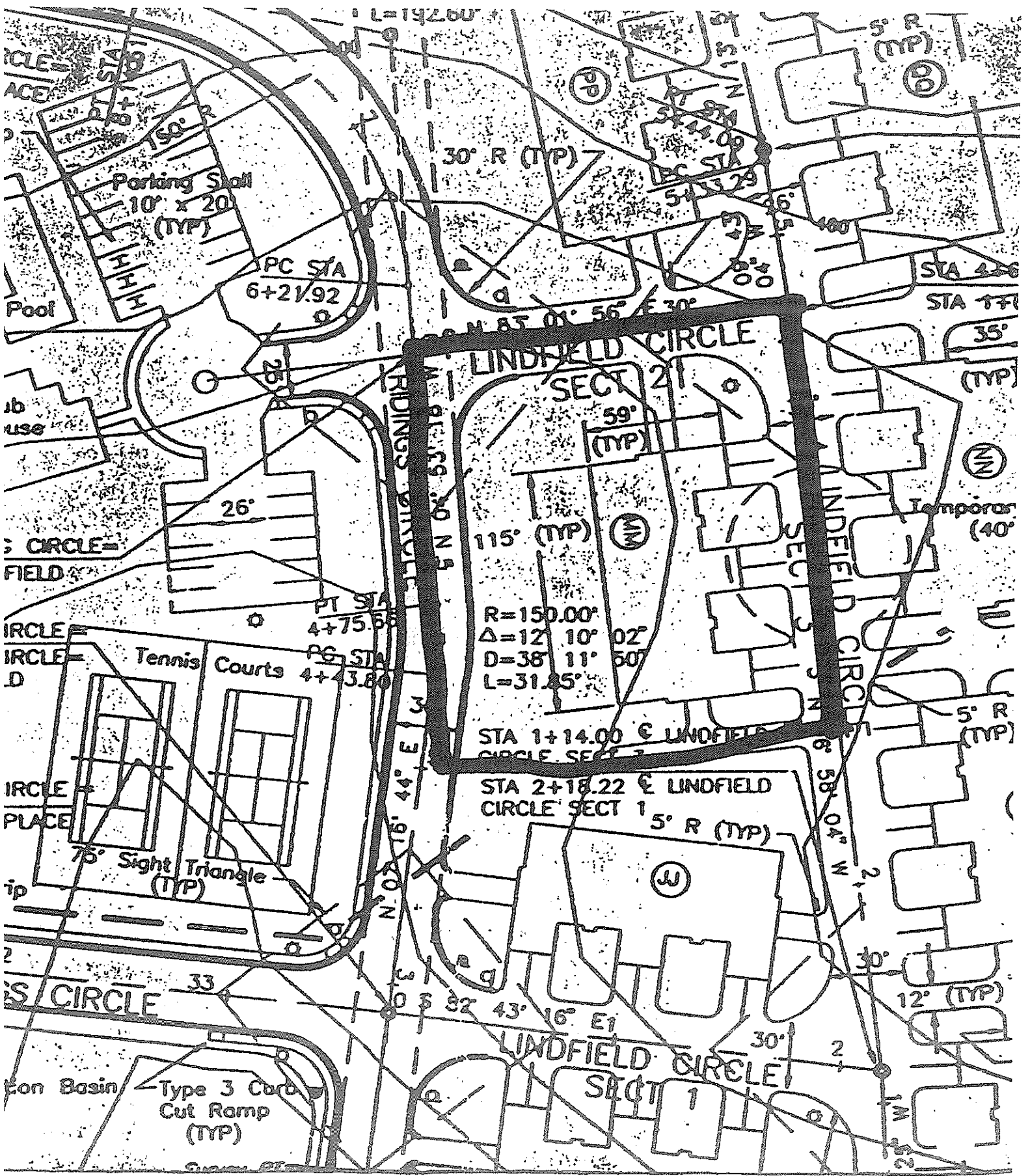


EXHIBIT "A"

CERTIFICATE OF SUBSTANTIAL COMPLETION OF BUILDINGS

I, JAY R. STEVENSON, a (licensed architect) in the Commonwealth of Pennsylvania (License No. RA 013068-X), hereby certify that all structural components and common element mechanical systems of the structure containing Units in the Preceding (Thirteenth Amendment to Declaration) of Ridings at Brookside Condominium are substantially complete in accordance with Plats and Plans attached to the Thirteenth Amendment. --

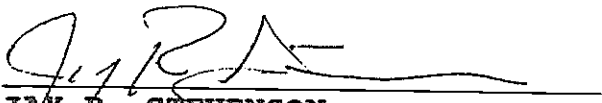

JAY R. STEVENSON
Registered Architect

EXHIBIT "B"

COMMONWEALTH OF PENNSYLVANIA)
: ss:
COUNTY OF LEHIGH)

On this, the 4th day of March, 1996, before me the undersigned officer, personally appeared JAY R. STEVENSON, Registered Architect, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purpose therein contained, and desired the same might be recorded as such, according to law.

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



Notary Public



~~MY COMMISSION EXPIRES:~~
Notarial Seal
Margaret E. Meiz, Notary Public
Allentown, Lehigh County
My Commission Expires Aug. 15, 1999
Member, Pennsylvania Association of Notaries

04-Mar-96

PERCENTAGE INTEREST SCHEDULE
RIDINGS AT BROOKSIDE

BLDG	UNIT	MODEL TYPE	03/04/96 NEW PERCENTAGE INTERESTS
A	148	Bentley	0.012690556
A	150	Brighton	0.012490556
A	152	Bentley	0.012690556
A	154	Brighton	0.012490556
R	302	Sussex I	0.005610556
R	304	Sussex II	0.007760556
R	306	Cambridge	0.010390556
R	308	Claridge	0.011250556
R	310	Bentley	0.012690556
R	312	Brighton	0.012490556
T	301	Claridge	0.011250556
T	303	Cambridge	0.010390556
T	305	Claridge	0.011250556
T	307	Cambridge	0.010390556
T	309	Claridge	0.011250556
T	311	Cambridge	0.010390556
HH	102	Sussex I	0.005610556
HH	104	Essex I	0.004560556
HH	106	Essex I	0.004560556
HH	108	Sussex I	0.005610556
HH	110	Sussex II	0.007760556
HH	112	Essex II	0.006240556
HH	114	Essex II	0.006240556
HH	116	Sussex II	0.007760556
KK	120	Sussex I	0.005610556
KK	122	Essex I	0.004560556
KK	124	Essex I	0.004560556
KK	126	Sussex I	0.005610556
KK	128	Sussex II	0.007760556
KK	130	Essex II	0.006240556
KK	132	Essex II	0.006240556
KK	134	Sussex II	0.007760556
B	160	Bentley	0.012690556
B	162	Brighton	0.012490556
B	164	Bentley	0.012690556
D	100	Brighton	0.012490556
B	168	Bentley	0.012690556
V	302	Cambridge	0.010390556
V	304	Claridge	0.011250556
V	306	Cambridge	0.010390556

V0811 P1099

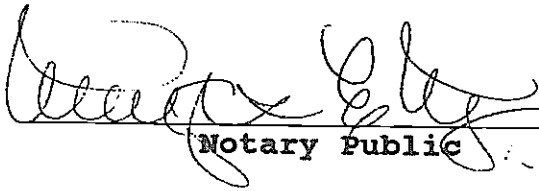
EXHIBIT "c"

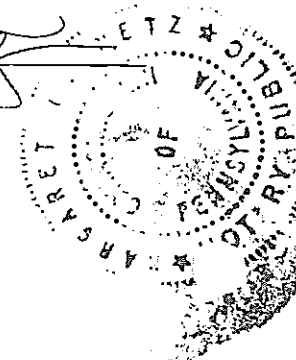
V	308	Claridge	0.011250556
V	310	Cambridge	0.010390556
V	312	Claridge	0.011250556
LL	140	Sussex I	0.005610556
LL	142	Essex I	0.004560556
LL	144	Essex I	0.004560556
LL	140	Sussex I	0.005610556
LL	148	Sussex II	0.007760556
LL	150	Essex II	0.006240556
LL	152	Essex II	0.006240556
LL	154	Sussex II	0.007760556
C	170	Brighton	0.012490556
C	172	Bentley	0.012690556
C	174	Brighton	0.012490556
C	176	Bentley	0.012690556
C	178	Brighton	0.012490556
C	180	Bentley	0.012690556
JJ	101	Sussex I	0.005610556
JJ	103	Essex I	0.004560556
JJ	105	Essex I	0.004560556
JJ	107	Sussex I	0.005610556
JJ	109	Sussex II	0.007760556
JJ	111	Essex II	0.006240556
JJ	113	Essex II	0.006240556
JJ	115	Sussex II	0.007760556
X	301	Cambridge	0.010390556
X	303	Claridge	0.011250556
X	305	Claridge	0.011250556
X	307	Cambridge	0.010390556
X	309	Claridge	0.011250556
D	184	Brighton	0.012490556
D	186	Bentley	0.012690556
D	188	Grand Bentley	0.013260556
D	190	Bentley	0.012690556
AA	302	Claridge	0.011250556
AA	304	Claridge	0.011250556
AA	306	Grand Claridge	0.011400556
AA	308	Claridge	0.011250556
N	285	Bentley	0.012690556
N	287	Grand Bentley	0.013260556
N	289	Grand Bentley	0.013260556
N	291	Bentley	0.012690556
NN	160	Sussex I	0.005610556
NN	162	Essex I	0.004560556
NN	164	Essex I	0.004560556
NN	166	Sussex I	0.005610556
NN	168	Sussex II	0.007760556
NN	170	Essex II	0.006240556

NN	172	Essex II	0.006240556
NN	174	Sussex II	0.007760556
E	192	Bentley	0.012690556
E	194	Grand Bentley	0.013260556
E	196	Dentley	0.012690556
E	198	Bentley	0.012690556
M	271	Bentley	0.012690556
M	273	Brighton	0.012490556
M	275	Grand Bentley	0.013260556
M	277	Grand Bentley	0.013260556
M	279	Brighton	0.012490556
M	281	Bentley	0.013690556
MM	101	Sussex I	0.005610556
MM	103	Essex I	0.004560556
MM	105	Essex I	0.004560556
MM	107	Sussex I	0.005610556
MM	109	Sussex II	0.007760556
MM	171	Essex II	0.006240556
MM	173	Essex II	0.006240556
MM	175	Sussex II	0.007760556

COMMONWEALTH OF PENNSYLVANIA)
: SS:
COUNTY OF LEHIGH)

On this 4th day of March, 1996, before me, a Notary Public, personally appeared, GOPAL KAPOOR, President of THE RIDINGS AT BROOKSIDE DEVELOPMENT CORP., known to me (or satisfactorily proven to be the President whose name is subscribed to the within instrument, and acknowledged that he has executed the same to be the act and Deed of the said THE RIDINGS AT BROOKSIDE DEVELOPMENT CORP. to the intent that the same may be duly recorded.


Notary Public



MY COMMISSION EXPIRES
Notarial Seal
Margaret E. Metz, Notary Public
Allentown, Lehigh County
My Commission Expires Aug. 15, 1999
Member, Pennsylvania Association of Notaries

MAIL

Frederick J. Lankhe Atty

47

FOURTEENTH AMENDMENT TO DECLARATION OF THE RIDINGS AT BROOKSIDE CONDOMINIUM

This Amendment made this 23rd day of May, 1996, by THE RIDINGS AT BROOKSIDE DEVELOPMENT CORPORATION ("Declarant") witnesses that:

A. Pursuant to a certain Declaration executed by Declarant and recorded on May 23, 1990, in the Office for Recording of Deeds in and for Lehigh County, Pennsylvania, in Deed Book 622, Page 879 ("Declaration"), Declarant submitted to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. Cons. Stat Section 3101, et seq. ("Act") certain real estate described in Exhibit "A" to the Declaration and created a flexible condominium known as "The Ridings at Brookside" ("Condominium"). (On November 30, 1992), Declarant recorded in Miscellaneous Book 696, Page 250, the First Amendment to the Declaration. As used in this Fourteenth Amendment, the term "Declaration" shall mean the Declaration as previously amended.)

B. Pursuant to Article VII of the Declaration, Declarant reserved an option to convert to Units, Limited Common Elements or any combination thereof all or any portions of the "Convertible Real Estate" described in Exhibit C to the Declaration without the consent of any Unit Owner or holder of any mortgage on any Unit.

RECORDED
LEHIGH COUNTY, PA.
MAY 24 3 10 PM '96

ENTERED

PLD

FI

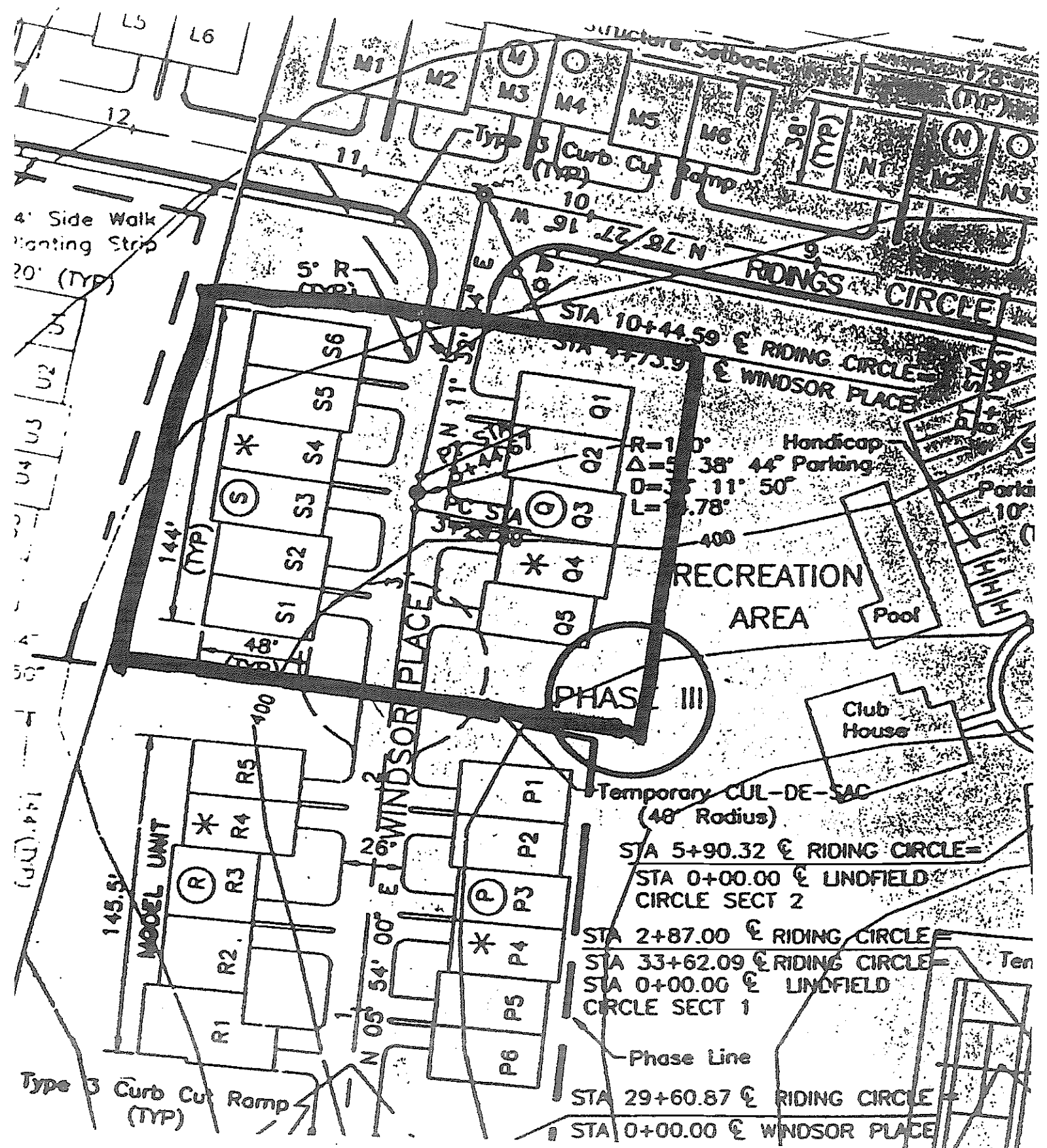



EXHIBIT "A"

V0819 P0700

CERTIFICATE OF SUBSTANTIAL COMPLETION OF BUILDINGS

I, JAY R. STEVENSON, a (licensed architect) in the Commonwealth of Pennsylvania (License No. RA 013068-X), hereby certify that all structural components and common element mechanical systems of the structure containing Units in the Preceding (Fourteenth Amendment to Declaration) of Ridings at Brookside Condominium are substantially complete in accordance with Plats and Plans attached to the Fourteenth Amendment.



JAY R. STEVENSON
Registered Architect

EXHIBIT "B"

V0819 P0701

COMMONWEALTH OF PENNSYLVANIA)
: ss:
COUNTY OF LEHIGH)

On this, the 24th day of May, 1996, before me the undersigned officer, personally appeared JAY R. STEVENSON, Registered Architect, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purpose therein contained, and desired the same might be recorded as such, according to law.

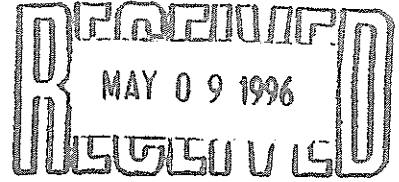
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Notary Public

MY COMMISSION EXPIRES:



Notarial Seal
Margaret E. Metz, Notary Public
Allentown, Lehigh County
My Commission Expires Aug 15, 1999
Member, Pennsylvania Association of Notaries



08-May-96

PERCENTAGE INTEREST SCHEDULE
RIDINGS AT BROOKSIDE

05/08/96

NEW

PERCENTAGE
INTERESTS

BLDG	UNIT	MODEL TYPE	PERCENTAGE INTERESTS
A	148	Bentley	0.01162025
A	150	Brighton	0.01142025
A	152	Bentley	0.01162025
A	154	Brighton	0.01142025
R	302	Sussex I	0.00454025
R	304	Sussex II	0.00669025
R	306	Cambridge	0.00932025
R	308	Claridge	0.01018025
R	310	Bentley	0.01162025
R	312	Brighton	0.01142025
T	301	Claridge	0.01018025
T	303	Cambridge	0.00932025
T	305	Claridge	0.01018025
T	307	Cambridge	0.00932025
T	309	Claridge	0.01018025
T	311	Cambridge	0.00932025
HH	102	Sussex I	0.00454025
HH	104	Essex I	0.00349025
HH	106	Essex I	0.00349025
HH	108	Sussex I	0.00454025
HH	110	Sussex II	0.00669025
HH	112	Essex II	0.00517025
HH	114	Essex II	0.00517025
HH	116	Sussex II	0.00669025
KK	120	Sussex I	0.00454025
KK	122	Essex I	0.00349025
KK	124	Essex I	0.00349025
KK	126	Sussex I	0.00454025
KK	128	Sussex II	0.00669025
KK	130	Essex II	0.00517025
KK	132	Essex II	0.00517025
KK	134	Sussex II	0.00669025
B	160	Bentley	0.01162025
B	162	Brighton	0.01142025
B	164	Bentley	0.01162025
B	166	Brighton	0.01142025
B	168	Bentley	0.01162025
V	302	Cambridge	0.00932025
V	304	Claridge	0.01018025
V	306	Cambridge	0.00932025
V	308	Claridge	0.01018025
V	310	Cambridge	0.00932025
V	312	Claridge	0.01018025
LL	140	Sussex I	0.00454025
LL	142	Essex I	0.00349025
LL	144	Essex I	0.00349025

LL	146	Sussex I	0.00454025
LL	148	Sussex II	0.00669025
LL	150	Essex II	0.00517025
LL	152	Essex II	0.00517025
LL	154	Sussex II	0.00669025
C	170	Brighton	0.01142025
C	172	Bentley	0.01162025
C	174	Brighton	0.01142025
C	176	Bentley	0.01162025
C	178	Brighton	0.01142025
C	180	Bentley	0.01162025
JJ	101	Sussex I	0.00454025
JJ	103	Essex I	0.00349025
JJ	105	Essex I	0.00349025
JJ	107	Sussex I	0.00454025
JJ	109	Sussex II	0.00669025
JJ	111	Essex II	0.00517025
JJ	113	Essex II	0.00517025
JJ	115	Sussex II	0.00669025
X	301	Cambridge	0.00932025
X	303	Claridge	0.01018025
X	305	Claridge	0.01018025
X	307	Cambridge	0.00932025
X	309	Claridge	0.01018025
D	184	Brighton	0.01142025
D	186	Bentley	0.01162025
D	188	Grand Bentley	0.01219025
D	190	Bentley	0.01162025
AA	302	Claridge	0.01018025
AA	304	Claridge	0.01018025
AA	306	Grand Claridge	0.01033025
AA	308	Claridge	0.01018025
N	285	Bentley	0.01162025
N	287	Grand Bentley	0.01219025
N	289	Grand Bentley	0.01219025
N	291	Bentley	0.01162025
NN	160	Sussex I	0.00454025
NN	162	Essex I	0.00349025
NN	164	Essex I	0.00349025
NN	166	Sussex I	0.00454025
NN	168	Sussex II	0.00669025
NN	170	Essex II	0.00517025
NN	172	Essex II	0.00517025
NN	174	Sussex II	0.00669025
E	192	Bentley	0.01162025
E	194	Grand Bentley	0.01219025
E	196	Bentley	0.01162025
E	198	Bentley	0.01162025
M	271	Bentley	0.01162025
M	273	Brighton	0.01142025
M	275	Grand Bentley	0.01219025
M	277	Grand Bentley	0.01219025
M	279	Brighton	0.01142025
M	281	Bentley	0.01162025
MM	161	Sussex I	0.00454025
MM	163	Essex I	0.00349025

MM	165	Essex I	0.00349025
MM	167	Sussex I	0.00454025
MM	169	Sussex II	0.00669025
MM	171	Essex II	0.00517025
MM	173	Essex II	0.00517025
MM	175	Sussex II	0.00669025
Q	317	Claridge Master	0.01018025
Q	319	Cambridge	0.00932025
Q	321	Claridge	0.01018025
Q	323	Grand Bentley	0.01219025
Q	325	Grand Bentley	0.01219025
S	316	Grand Claridge	0.01033025
S	318	Claridge Master	0.01018025
S	320	Grand Claridge	0.01033025
S	322	Grand Claridge	0.01033025
S	324	Claridge	0.01018025
S	326	Claridge	0.01018025

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C. Declarant now desires to convert to the Condominium a portion of the Convertible Real Estate, which portion is described in Exhibit "A" attached hereto and which is referred to herein as the "Converted Real Estate."

D. All capitalized terms which are not defined herein shall have the meanings specified in Article II of the Declaration.

E. Pursuant to the provisions of Article VII of the Declaration and of Section 3211 of the Act, Declarant declares that the Converted Real Estate, including all of the improvements erected or to be erected thereon are substantially completed, Affidavit of Completion attaches as Exhibit "B" and the Declaration is hereby amended as follows:

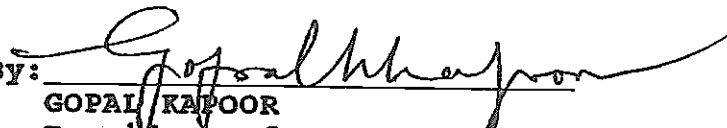
1. The term "Plats" and "Plans" as defined in Article II(r) of the Declaration shall henceforth mean the Plats and Plans attached to the Declaration as Exhibit E and the Plats and Plans which are attached hereto as Exhibit A. Exhibit A hereto identifies and delineates the Converted Real Estate as Building Q and S.

2. There are Five (5) Units located on the Converted Real Estate in Building Q. There are Six (6) Units located on the Converted Real Estate in Building S.

3. In accordance with Article V of the Declaration, the Percentage Interest appurtenant to each Unit shall henceforth be as set forth in Exhibit C attached hereto and made a part hereof, which Exhibit is hereby substituted for Exhibit "D" which was attached to the Declaration and referred to in Article V of the Declaration.

4. Except as specifically amended hereby, the Declaration remains in full force and effect in accordance with its terms.

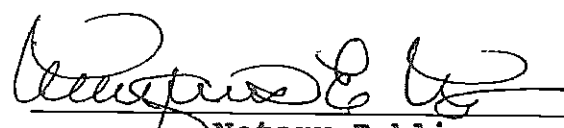
IN WITNESS WHEREOF, the Declarant has executed this Amendment the day and year first above written.

BY: 
GOPAL KAPOOR
President of THE RIDINGS AT
BROOKSIDE DEVELOPMENT CORP.

WITNESS:

COMMONWEALTH OF PENNSYLVANIA)
: SS:
COUNTY OF LEHIGH)

On this ^{23rd} day of May, 1996, before me, a Notary Public, personally appeared, GOPAL KAPOOR, President of THE RIDINGS AT BROOKSIDE DEVELOPMENT CORP., known to me (or satisfactorily proven to be the President whose name is subscribed to the within instrument, and acknowledged that he has executed the same to be the act and Deed of the said THE RIDINGS AT BROOKSIDE DEVELOPMENT CORP. to the intent that the same may be duly recorded.



Notary Public

MY COMMISSION EXPIRES:



Notarial Seal
Margaret E. Meiz, Notary Public
Allentown, Lehigh County
My Commission Expires Aug. 15, 1999
Member, Pennsylvania Association of Notaries

PLD

ENTERED

96 SEP 10 PH 3:43

RECORDER OF DEEDS
LEHIGH COUNTY, PA

9

FIFTEENTH AMENDMENT TO DECLARATION OF THE RIDINGS AT BROOKSIDE CONDOMINIUM

This Amendment made this 28th day of August, 1996, by THE RIDINGS AT BROOKSIDE DEVELOPMENT CORPORATION ("Declarant") witnesses that:

A. Pursuant to a certain Declaration executed by Declarant and recorded on May 23, 1990, in the Office for Recording of Deeds in and for Lehigh County, Pennsylvania, in Deed Book 622, Page 879 ("Declaration"), Declarant submitted to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. Cons. Stat Section 3101, et seq. ("Act") certain real estate described in Exhibit "A" to the Declaration and created a flexible condominium known as "The Ridings at Brookside" ("Condominium"). (On November 30, 1992), Declarant recorded in Miscellaneous Book 696, Page 250, the First Amendment to the Declaration. As used in this Fourteenth Amendment, the term "Declaration" shall mean the Declaration as previously amended.)

B. Pursuant to Article VII of the Declaration, Declarant reserved an option to convert to Units, Limited Common Elements or any combination thereof all or any portions of the "Convertible Real Estate" described in Exhibit C to the Declaration without the consent of any Unit Owner or holder of any mortgage on any Unit.

SFS

FPL

C. Declarant now desires to convert to the Condominium a portion of the Convertible Real Estate, which portion is described in Exhibit "A" attached hereto and which is referred to herein as the "Converted Real Estate."

D. All capitalized terms which are not defined herein shall have the meanings specified in Article II of the Declaration.

E. Pursuant to the provisions of Article VII of the Declaration and of Section 3211 of the Act, Declarant declares that the Converted Real Estate, including all of the improvements erected or to be erected thereon are substantially completed, Affidavit of Completion attaches as Exhibit "B" and the Declaration is hereby amended as follows:

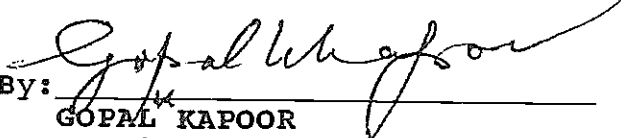
1. The term "Plats" and "Plans" as defined in Article II(r) of the Declaration shall henceforth mean the Plats and Plans attached to the Declaration as Exhibit E and the Plats and Plans which are attached hereto as Exhibit A. Exhibit A hereto identifies and delineates the Converted Real Estate as Building L.

2. There are Six (6) Units located on the Converted Real Estate in Building L.

3. In accordance with Article V of the Declaration, the Percentage Interest appurtenant to each Unit shall henceforth be as set forth in Exhibit C attached hereto and made a part hereof, which Exhibit is hereby substituted for Exhibit "D" which was attached to the Declaration and referred to in Article V of the Declaration.

4. Except as specifically amended hereby, the Declaration remains in full force and effect in accordance with its terms.

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

By: 

GOPAL KAPOOR
President of THE RIDINGS AT
BROOKSIDE DEVELOPMENT CORP.

WITNESS:

PLD

CERTIFICATE OF SUBSTANTIAL COMPLETION OF BUILDINGS

I, JAY R. STEVENSON, a (licensed architect) in the Commonwealth of Pennsylvania (License No. RA 013068-X), hereby certify that all structural components and common element mechanical systems of the structure containing Units in the Preceding (Fifteenth Amendment to Declaration) of Ridings at Brookside Condominium are substantially complete in accordance with Plats and Plans attached to the Fifteenth Amendment.


JAY R. STEVENSON
Registered Architect

EXHIBIT "B"

Y0828 P0962

COMMONWEALTH OF PENNSYLVANIA)
) : ss:
COUNTY OF LEHIGH)

On this, the 28th day of August, 1996, before me the undersigned officer, personally appeared JAY R. STEVENSON, Registered Architect, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purpose therein contained, and desired the same might be recorded as such, according to law.

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


Notary Public

MY COMMISSION EXPIRES:
Notarial Seal
Margaret E. Metz, Notary Public
Allentown, Lehigh County
My Commission Expires Aug. 15, 1999
Member, Pennsylvania Association of Notaries



MAIL
Frederick Laska Esq

STA 18+15.57 @ RIDING CIRCLE =
STA 5+20.66 @ OXFORD PLACE

N/F Brookside Country Club

STA 12+81.57 @ RIDING CIRCLE =
STA 4+97.53 @ SURREY PLACE

I hereby certify that
Comprehension of
and belief in a c

25' Structure Setback

PHASE III

RIDING CIRCLE

75' Sight Triangle (TYP)

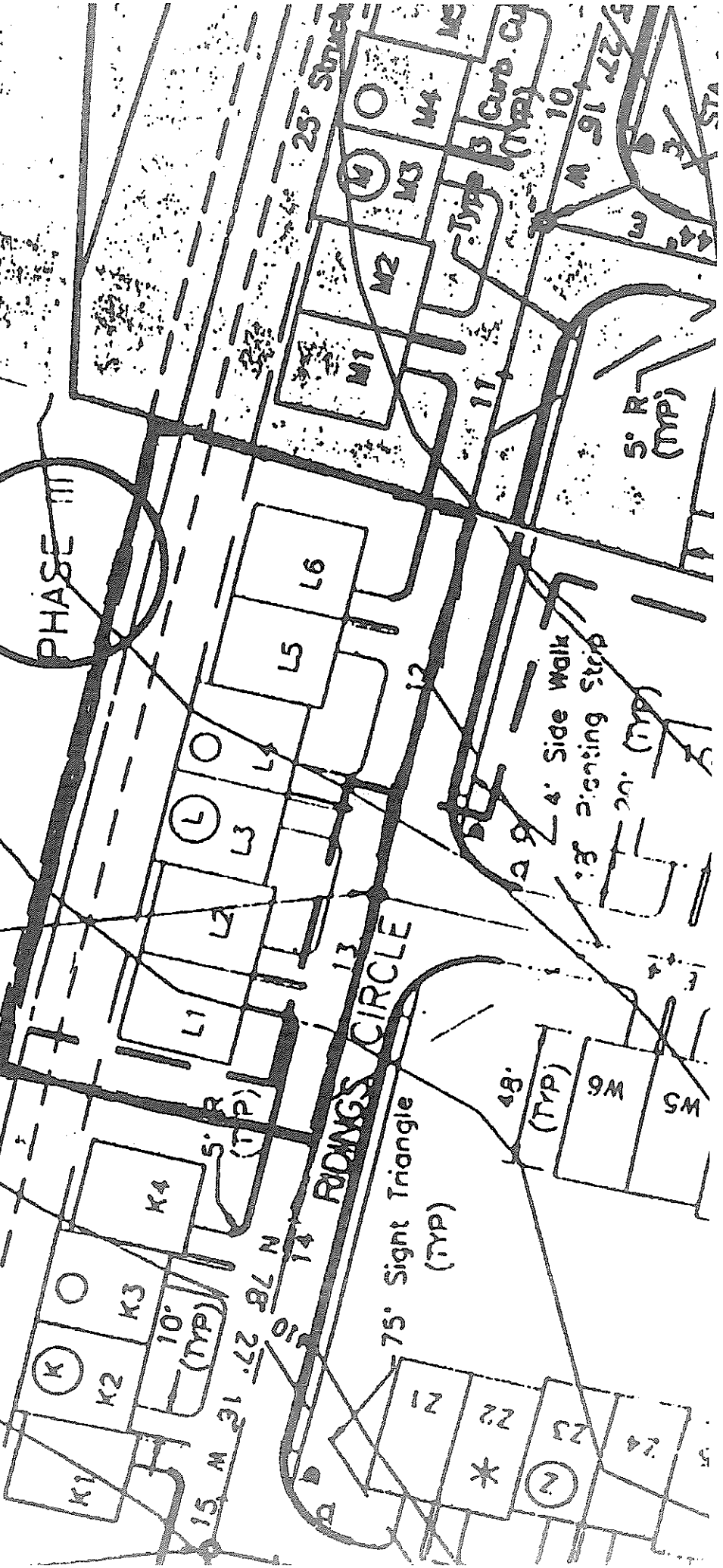
48' (TYP)

W6

W5

4' Side Walk
3' Signing Strip
20' (TYP)

5' R (TYP)



September 10, 1996

PERCENTAGE INTEREST SCHEDULE
RIDINGS AT BROOKSIDE

BLDG	UNIT	MODEL TYPE	9/10/96 NEW PERCENTAGE INTERESTS
A . .	148	Bentley	0.00968997493
A . .	150	Brighton	0.00958170705
A . .	152	Bentley	0.00968997493
A . .	154	Brighton	0.00958170705
R . .	302	Sussex I	0.0056840635
R . .	304	Sussex II	0.00690207711
R . .	306	Cambridge	0.00839067041
R . .	308	Claridge	0.00887796586
R . .	310	Bentley	0.00968997493
R . .	312	Brighton	0.00958170705
T . .	301	Claridge	0.00887796586
T . .	303	Cambridge	0.00839067041
T . .	305	Claridge	0.00887796586
T . .	307	Cambridge	0.00839067041
T . .	309	Claridge	0.00887796586
T . .	311	Cambridge	0.00839067041
HH . .	102	Sussex I	0.0056840635
HH . .	104	Essex I	0.00508859018
HH . .	106	Essex I	0.00508859018
HH . .	108	Sussex I	0.0056840635
HH . .	110	Sussex II	0.00690207711
HH . .	112	Essex II	0.0060413475
HH . .	114	Essex II	0.0060413475
HH . .	116	Sussex II	0.00690207711
KK . .	120	Sussex I	0.0056840635
KK . .	122	Essex I	0.00508859018
KK . .	124	Essex I	0.00508859018
KK . .	126	Sussex I	0.0056840635
KK . .	128	Sussex II	0.00690207711
KK . .	130	Essex II	0.0060413475
KK . .	132	Essex II	0.0060413475
KK . .	134	Sussex II	0.00690207711
B . .	160	Bentley	0.00968997493
B . .	162	Brighton	0.00958170705
B . .	164	Bentley *	0.00968997493
B . .	166	Brighton	0.00958170705
B . .	168	Bentley	0.00968997493
V . .	302	Cambridge	0.00839067041
V . .	304	Claridge	0.00887796586
V . .	306	Cambridge	0.00839067041
V . .	308	Claridge	0.00887796586
V . .	310	Cambridge	0.00839067041
V . .	312	Claridge	0.00887796586
LL . .	140	Sussex I	0.0056840635
LL . .	142	Essex I	0.00508859018
LL . .	144	Essex I	0.00508859018

EXHIBIT "C"

V0828 P0965

BLDG UNIT MODEL TYPE 9/10/96 NEW PERCENTAGE INTERESTS

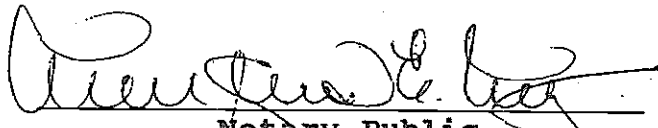
LL	. 146	Sussex I	0.0056840635
LL	. 148	Sussex II	0.00690207711
LL	. 150	Essex II	0.0060413475
LL	. 152	Essex II	0.0060413475
LL	. 154	Sussex II	0.00690207711
C	. . 170	Brighton	0.00958170705
C	. . 172	Bentley	0.00968997493
C	. . 174	Brighton	0.00958170705
C	. . 176	Bentley	0.00968997493
C	. . 178	Brighton	0.00958170705
C	. . 180	Bentley	0.00968997493
JJ	. 101	Sussex I	0.0056840635
JJ	. 103	Essex I	0.00508859018
JJ	. 105	Essex I	0.00508859018
JJ	. 107	Sussex I	0.0056840635
JJ	. 109	Sussex II	0.00690207711
JJ	. 111	Essex II	0.0060413475
JJ	. 113	Essex II	0.0060413475
JJ	. 115	Sussex II	0.00690207711
X	. . 301	Cambridge	0.00839067041
X	. . 303	Claridge	0.00887796586
X	. . 305	Claridge	0.00887796586
X	. . 307	Cambridge	0.00839067041
X	. . 309	Claridge	0.00887796586
D	. . 184	Brighton	0.00958170705
D	. . 186	Bentley	0.00968997493
D	. . 188	Grand Bentley	0.01017718037
D	. . 190	Bentley	0.00968997493
AA	. 302	Claridge	0.00887796586
AA	. 304	Claridge	0.00887796586
AA	. 306	Grand Claridge	0.00968997493
AA	. 308	Claridge	0.00887796586
N	. . 285	Bentley	0.00968997493
N	. . 287	Grand Bentley	0.01017718037
N	. . 289	Grand Bentley	0.01017718037
N	. . 291	Bentley	0.00968997493
NN	. 160	Sussex I	0.0056840635
NN	. 162	Essex I	0.00508859018
NN	. 164	Essex I	0.00508859018
NN	. 166	Sussex I	0.0056840635
NN	. 168	Sussex II	0.00690207711
NN	. 170	Essex II	0.0060413475
NN	. 172	Essex II	0.0060413475
NN	. 174	Sussex II	0.00690207711
E	. . 192	Bentley	0.00968997493
E	. . 194	Grand Bentley	0.01017718037
E	. . 196	Bentley	0.00968997493
E	. . 198	Bentley	0.00968997493

BLDG UNIT MODEL TYPE 9/10/96 NEW PERCENTAGE INTERESTS

M . .	271	Bentley	0.00968997493
M . .	273	Brighton	0.00958170705
M . .	275	Grand Bentley	0.01017718037
M . .	277	Grand Bentley	0.01017718037
M . .	279	Brighton	0.00958170705
M . .	281	Bentley	0.00968997493
MM .	161	Sussex I	0.0056840635
MM .	163	Essex I	0.00508859018
MM .	165	Essex I	0.00508859018
MM .	167	Sussex I	0.0056840635
MM .	169	Sussex II	0.00690207711
MM .	171	Essex II	0.0060413475
MM .	173	Essex II	0.0060413475
MM .	175	Sussex II	0.00690207711
Q . .	317	Claridge Master	0.00887796586
Q . .	319	Cambridge	0.00839067041
Q . .	321	Claridge	0.00887796586
Q . .	323	Grand Bentley	0.01017718037
Q . .	325	Grand Bentley	0.01017718037
S . .	316	Grand Claridge	0.00968997493
S . .	318	Claridge Master	0.00887796586
S . .	320	Grand Claridge	0.00968997493
S . .	322	Grand Claridge	0.00968997493
S . .	324	Claridge	0.00887796586
S . .	326	Claridge	0.00887796586
L . .	255	Bentley	0.00968997493
L . .	257	Bentley	0.00968997493
L . .	259	Grand Bentley	0.01017718037
L . .	261	Grand Bentley	0.01017718037
L . .	263	Bentley	0.00968997493
L . .	265	Bentley	0.00968997493

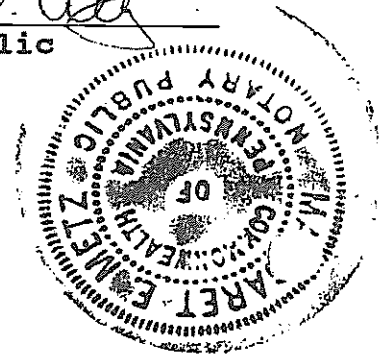
COMMONWEALTH OF PENNSYLVANIA)
: ss:
COUNTY OF LEHIGH)

On this 10th day of August, 1996, before me, a Notary Public, personally appeared, GOPAL KAPOOR, President of THE RIDINGS AT BROOKSIDE DEVELOPMENT CORP., known to me (or satisfactorily proven to be the President whose name is subscribed to the within instrument, and acknowledged that he has executed the same to be the act and Deed of the said THE RIDINGS AT BROOKSIDE DEVELOPMENT CORP. to the intent that the same may be duly recorded.

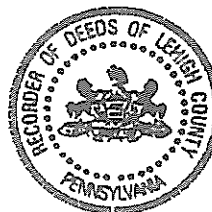

Notary Public


MY COMMISSION EXPIRES:

Notarial Seal
Margaret E. Metz, Notary Public
Allentown, Lehigh County
My Commission Expires Aug. 15, 1999
Member, Pennsylvania Association of Notaries



I hereby CERTIFY that this document is recorded in the Recorder's Office of Lehigh County, Pennsylvania.




Marie Dean
Recorder of Deeds

Nov 8 2 24 PM '96

LJS

SIXTEENTH AMENDMENT TO DECLARATION OF THE RIDINGS AT BROOKSIDE CONDOMINIUM

THIS AMENDMENT, made this 8th day of November, 1996, by THE RIDINGS AT BROOKSIDE DEVELOPMENT CORPORATION ("Declarant") witnesses that:

A. Pursuant to a certain Declaration executed by Declarant and recorded on May 23, 1990, in the Office for Recording of Deeds in and for Lehigh County, Pennsylvania, in Deed Book 622, Page 879 ("Declaration"), Declarant submitted to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. C. S. §3101, et seq. ("Act") certain real estate described in Exhibit "A" to the Declaration and created a flexible condominium known as "The Ridings at Brookside" ("Condominium"). (On November 30, 1992), Declarant recorded in Miscellaneous Book 696, Page 250, the First Amendment to the Declaration. As used in this Sixteenth Amendment, the term "Declaration" shall mean the Declaration as previously amended.)

B. Pursuant to Article VII of the Declaration, Declarant reserved an option to convert to Units, Limited Common Elements or any combination thereof all or any portions of the "Convertible Real Estate" described in Exhibit C to the Declaration without the consent of any Unit Owner or holder of any mortgage on any Unit.

C. Declarant now desires to convert to the Condominium a portion of the Convertible Real Estate, which portion is

V0834 P0538

LJS

described in Exhibit "A" attached hereto and which is referred to herein as the "Converted Real Estate."

D. All capitalized terms which are not defined herein shall have the meanings specified in Article II of the Declaration.

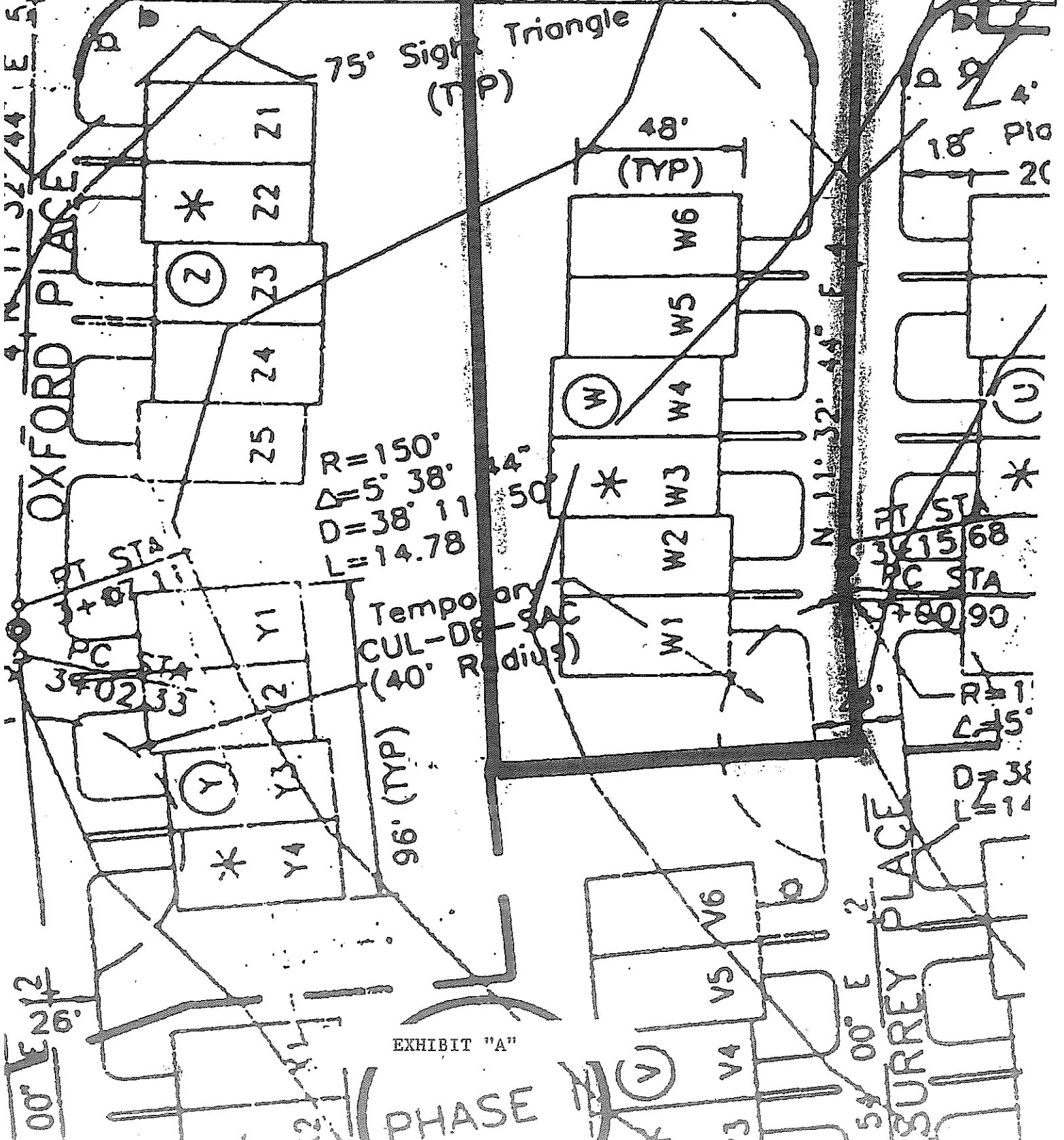
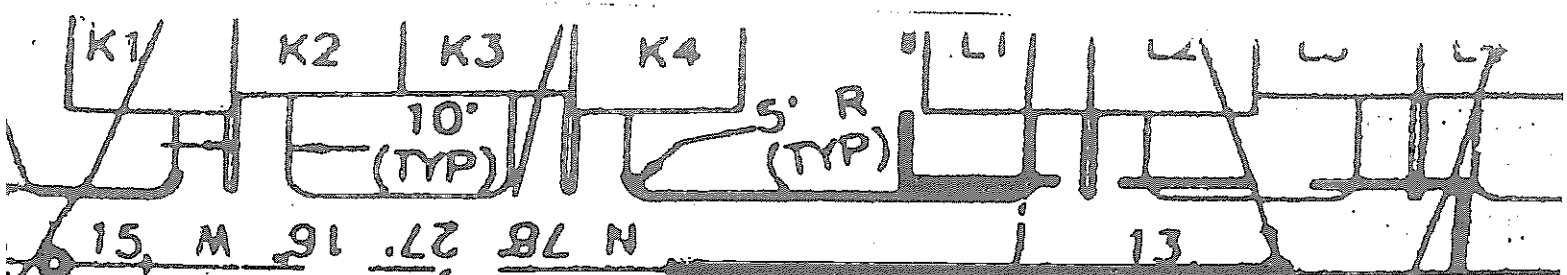
E. Pursuant to the provisions of Article VII of the Declaration and of Section 3211 of the Act, Declarant declares that the Converted Real Estate, including all of the improvements erected or to be erected thereon are substantially completed, Affidavit of Completion attaches as Exhibit "B" and the Declaration is hereby amended as follows:

1. The term "Plats" and "Plans" as defined in Article II(r) of the Declaration shall henceforth mean the Plats and Plans attached to the Declaration as Exhibit E and the Plats and Plans which are attached hereto as Exhibit A. Exhibit A hereto identifies and delineates the Converted Real Estate as Building W.

2. There are Six (6) Units located on the Converted Real Estate in Building W.

3. In accordance with Article V of the Declaration, the Percentage Interest appurtenant to each Unit shall henceforth be as set forth in Exhibit C attached hereto and made a part hereof, which Exhibit is hereby substituted for Exhibit "D" which was attached to the Declaration and referred to in Article V of the Declaration.

4. Except as specifically amended hereby, the Declaration remains in full force and effect in accordance with its terms.



$R = 150'$
 $\Delta = 5^\circ 38'$
 $D = 38.11$
 $L = 14.78$

Tempo on
 CUL-DE-SAC
 (40' Radius)

EXHIBIT "A"

PHASE

N 11:32:44" E 14'

RT STA
 3+15.68
 PC STA
 2+80.90

$R = 1'$
 $\Delta = 5'$
 $D = 3'$
 $L = 1'$

00° E 26'

54° 00' E 2'

SURREY PLACE

OXFORD PLACE

RIDINGS CIRCLE

CERTIFICATE OF SUBSTANTIAL COMPLETION OF BUILDINGS

I, JAY R. STEVENSON, a (licensed architect) in the Commonwealth of Pennsylvania (License No. RA 013068-X), hereby certify that all structural components and common element mechanical systems of the structure containing Units in the Preceding (Sixteenth Amendment to Declaration) of Ridings at Brookside Condominium are substantially complete in accordance with Plats and Plans attached to the Sixteenth Amendment.



JAY R. STEVENSON
Registered Architect

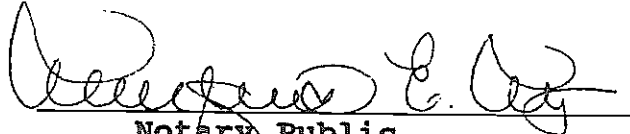
EXHIBIT "B"

V0834 P0541

COMMONWEALTH OF PENNSYLVANIA)
: ss:
COUNTY OF LEHIGH)

On this, the 7th day of November, 1996, before me the undersigned officer, personally appeared JAY R. STEVENSON, Registered Architect, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purpose therein contained, and desired the same might be recorded as such, according to law.

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


Notary Public

MY COMMISSION EXPIRES:

Notarial Seal
Margaret E. Metz, Notary Public
Allentown, Lehigh County
My Commission Expires Aug 15, 1999
Member, Pennsylvania Association of Notaries



October 31, 1996

PERCENTAGE INTEREST SCHEDULE
RIDINGS AT BROOKSIDE

BLDG	UNIT	MODEL TYPE	10/31/96 NEW PERCENTAGE INTERESTS
A	. . 148	Bentley	0.00934301387
A	. . 150	Brighton	0.00923862266
A	. . 152	Bentley	0.00934301387
A	. . 154	Brighton	0.00923862266
R	. . 302	Sussex I	0.00548053886
R	. . 304	Sussex II	0.00665494005
R	. . 306	Cambridge	0.0080931928
R	. . 308	Claridge	0.00856007975
R	. . 310	Bentley	0.00934301387
R	. . 312	Brighton	0.00923862266
T	. . 301	Claridge	0.00856007975
T	. . 303	Cambridge	0.0080931928
T	. . 305	Claridge	0.00856007975
T	. . 307	Cambridge	0.0080931928
T	. . 309	Claridge	0.00856007975
T	. . 311	Cambridge	0.0080931928
HH	. 102	Sussex I	0.00548053886
HH	. 104	Essex I	0.00490638717
HH	. 106	Essex I	0.00490638717
HH	. 108	Sussex I	0.00548053886
HH	. 110	Sussex II	0.00665494005
HH	. 112	Essex II	0.00582502988
HH	. 114	Essex II	0.00582502988
HH	. 116	Sussex II	0.00665494005
KK	. 120	Sussex I	0.00548053886
KK	. 122	Essex I	0.00490638717
KK	. 124	Essex I	0.00490638717
KK	. 126	Sussex I	0.00548053886
KK	. 128	Sussex II	0.00665494005
KK	. 130	Essex II	0.00582502988
KK	. 132	Essex II	0.00582502988
KK	. 134	Sussex II	0.00665494005
B	. . 160	Bentley	0.00934301387
B	. . 162	Brighton	0.00923862266
B	. . 164	Bentley	0.00934301387
B	. . 166	Brighton	0.00923862266
B	. . 168	Bentley	0.00934301387
V	. . 302	Cambridge	0.0080931928
V	. . 304	Claridge	0.00856007975
V	. . 306	Cambridge	0.0080931928
V	. . 308	Claridge	0.00856007975
V	. . 310	Cambridge	0.0080931928
V	. . 312	Claridge	0.00856007975
LL	. 140	Sussex I	0.00548053886
LL	. 142	Essex I	0.00490638717
LL	. 144	Essex I	0.00490638717

EXHIBIT "C"

V0834 P0543

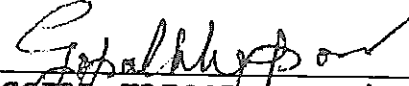
BLDG UNIT MODEL TYPE 10/31/96 NEW PERCENTAGE INTERESTS

LL	. 146	Sussex I	0.00548053886
LL	. 148	Sussex II	0.00665494005
LL	. 150	Essex II	0.00582502988
LL	. 152	Essex II	0.00582502988
LL	. 154	Sussex II	0.00665494005
C	. . 170	Brighton	0.00923862266
C	. . 172	Bentley	0.00934301387
C	. . 174	Brighton	0.00923862266
C	. . 176	Bentley	0.00934301387
C	. . 178	Brighton	0.00923862266
C	. . 180	Bentley	0.00934301387
JJ	. 101	Sussex I	0.00548053886
JJ	. 103	Essex I	0.00490638717
JJ	. 105	Essex I	0.00490638717
JJ	. 107	Sussex I	0.00548053886
JJ	. 109	Sussex II	0.00665494005
JJ	. 111	Essex II	0.00582502988
JJ	. 113	Essex II	0.00582502988
JJ	. 115	Sussex II	0.00665494005
X	. . 301	Cambridge	0.0080931928
X	. . 303	Claridge	0.00856007975
X	. . 305	Claridge	0.00856007975
X	. . 307	Cambridge	0.0080931928
X	. . 309	Claridge	0.00856007975
D	. . 184	Brighton	0.00923862266
D	. . 186	Bentley	0.00934301387
D	. . 188	Grand Bentley	0.00981277435
D	. . 190	Bentley	0.00934301387
AA	. 302	Claridge	0.00856007975
AA	. 304	Claridge	0.00856007975
AA	. 306	Grand Claridge	0.00934301387
AA	. 308	Claridge	0.00856007975
N	. . 285	Bentley	0.00934301387
N	. . 287	Grand Bentley	0.00981277435
N	. . 289	Grand Bentley	0.00981277435
N	. . 291	Bentley	0.00934301387
NN	. 160	Sussex I	0.00548053886
NN	. 162	Essex I	0.00490638717
NN	. 164	Essex I	0.00490638717
NN	. 166	Sussex I	0.00548053886
NN	. 168	Sussex II	0.00665494005
NN	. 170	Essex II	0.00582502988
NN	. 172	Essex II	0.00582502988
NN	. 174	Sussex II	0.00665494005
E	. . 192	Bentley	0.00934301387
E	. . 194	Grand Bentley	0.00981277435
E	. . 196	Bentley	0.00934301387
E	. . 198	Bentley	0.00934301387

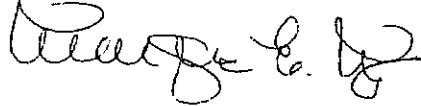
BLDG UNIT MODEL TYPE 10/31/96 NEW PERCENTAGE INTERESTS

M . .	271	Bentley	0.00934301387
M . .	273	Brighton	0.00923862266
M . .	275	Grand Bentley	0.00981277435
M . .	277	Grand Bentley	0.00981277435
M . .	279	Brighton	0.00923862266
M . .	281	Bentley	0.00934301387
MM .	161	Sussex I	0.00548053886
MM .	163	Essex I	0.00490638717
MM .	165	Essex I	0.00490638717
MM .	167	Sussex I	0.00548053886
MM .	169	Sussex II	0.00665494005
MM .	171	Essex II	0.00582502988
MM .	173	Essex II	0.00582502988
MM .	175	Sussex II	0.00665494005
Q . .	317	Claridge Master	0.00856007975
Q . .	319	Cambridge	0.0080931928
Q . .	321	Claridge	0.00856007975
Q . .	323	Grand Bentley	0.00981277435
Q . .	325	Grand Bentley	0.00981277435
S . .	316	Grand Claridge	0.00934301387
S . .	318	Claridge Master	0.00856007975
S . .	320	Grand Claridge	0.00934301387
S . .	322	Grand Claridge	0.00934301387
S . .	324	Claridge	0.00856007975
S . .	326	Claridge	0.00856007975
L . .	255	Bentley	0.00934301387
L . .	257	Bentley	0.00934301387
L . .	259	Grand Bentley	0.00981277435
L . .	261	Grand Bentley	0.00981277435
L . .	263	Bentley	0.00934301387
L . .	265	Bentley	0.00934301387
W . .	316	Grand Claridge	0.00934301387
W . .	318	Grand Claridge	0.00934301387
W . .	320	Grand Claridge	0.00934301387
W . .	322	Grand Claridge	0.00934301387
W . .	324	Cambridge	0.00809031928
W . .	326	Cambridge	0.00809031928

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

By: 
GOPAL KAPOOR, President
THE RIDINGS AT BROOKSIDE
DEVELOPMENT CORP.

WITNESS:



COMMONWEALTH OF PENNSYLVANIA)
 : SS:
COUNTY OF LEHIGH)

On this 8th day of November, 1996, before me, a Notary Public, personally appeared, GOPAL KAPOOR, President of THE RIDINGS AT BROOKSIDE DEVELOPMENT CORP., known to me (or satisfactorily proven to be the President whose name is subscribed to the within instrument, and acknowledged that he has executed the same to be the act and Deed of the said THE RIDINGS AT BROOKSIDE DEVELOPMENT CORP. to the intent that the same may be duly recorded.

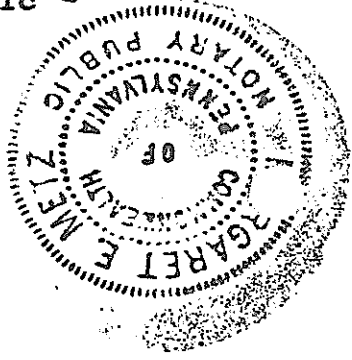


Notary Public

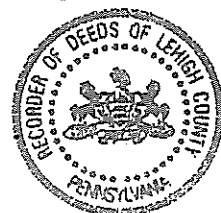
MY COMMISSION EXPIRES:

Notarial Seal
Margaret E. Metz, Notary Public
Allentown, Lehigh County
My Commission Expires Aug 15, 1998

Member, Pennsylvania Association of Notaries



I hereby CERTIFY that this document is recorded in the Recorder's Office of Lehigh County, Pennsylvania.





Marie Dean
Recorder of Deeds

ENTERED

1997 APR -3 PM 2:48

RECORDS OF DEEDS
LEHIGH COUNTY, PA.

TLS

17TH AMENDMENT TO DECLARATION OF THE RIDINGS AT BROOKSIDE
CONDOMINIUM

THIS AMENDMENT, made this 2nd day of April, 1997, by THE
RIDINGS AT BROOKSIDE DEVELOPMENT CORPORATION ("Declarant")
witnesses that:

A. Pursuant to a certain Declaration executed by
Declarant and recorded on May 23, 1990, in the Office for Recording
of Deeds in and for Lehigh County, Pennsylvania, in Deed Book 622,
Page 879 ("Declaration"), Declarant submitted to the provisions of
the Pennsylvania Uniform Condominium Act, 68 Pa. C. S. §3101, et
seq. ("Act") certain real estate described in Exhibit "A" to the
Declaration and created a flexible condominium known as "The
Ridings at Brookside" ("Condominium"). (On November 30, 1992),
Declarant recorded in Miscellaneous Book 696, Page 250, the First
Amendment to the Declaration. As used in this 17th Amendment, the
term "Declaration" shall mean the Declaration as previously
amended.)

B. Pursuant to Article VII of the Declaration, Declarant
reserved an option to convert to Units, Limited Common Elements or
any combination thereof all or any portions of the "Convertible
Real Estate" described in Exhibit C to the Declaration without the
consent of any Unit Owner or holder of any mortgage on any Unit.

C. Declarant now desires to convert to the Condominium
a portion of the Convertible Real Estate, which portion is

MAIL VAN SHE - RISNE + COLLINS

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53

described in Exhibit "A" attached hereto and which is referred to herein as the "Converted Real Estate."

D. All capitalized terms which are not defined herein shall have the meanings specified in Article II of the Declaration.

E. Pursuant to the provisions of Article VII of the Declaration and of Section 3211 of the Act, Declarant declares that the Converted Real Estate, including all of the improvements erected or to be erected thereon are substantially completed, Affidavit of Completion attaches as Exhibit "B" and the Declaration is hereby amended as follows:

1. The term "Plats" and "Plans" as defined in Article II(r) of the Declaration shall henceforth mean the Plats and Plans attached to the Declaration as Exhibit E and the Plats and Plans which are attached hereto as Exhibit A. Exhibit A hereto identifies and delineates the Converted Real Estate as Building PP.

2. There are eight (8) Units located on the Converted Real Estate in Building PP.

3. In accordance with Article V of the Declaration, the Percentage Interest appurtenant to each Unit shall henceforth be as set forth in Exhibit C attached hereto and made a part hereof, which Exhibit is hereby substituted for Exhibit "D" which was attached to the Declaration and referred to in Article V of the Declaration.

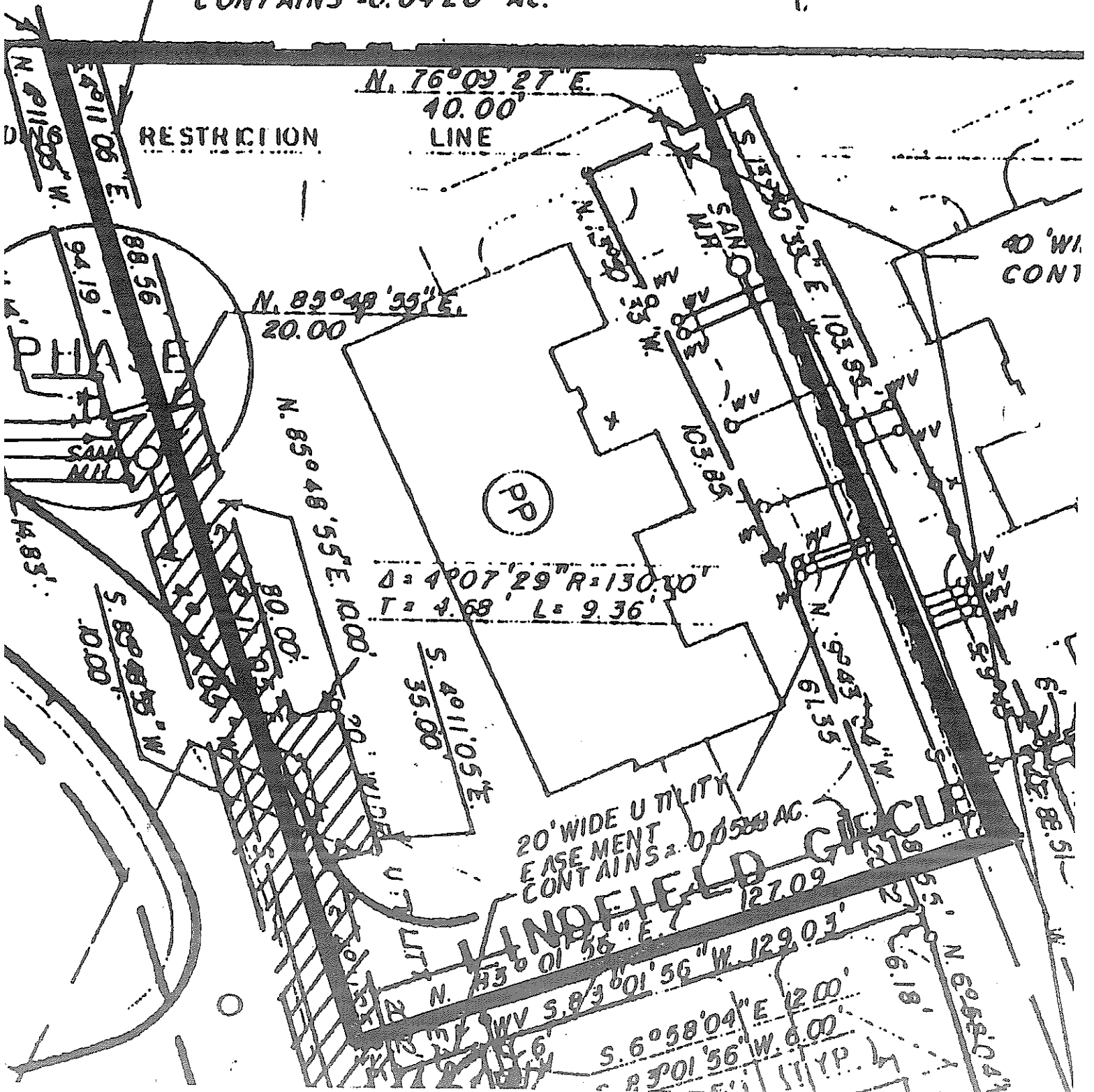
4. Except as specifically amended hereby, the Declaration remains in full force and effect in accordance with its terms.

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

By: Nimita Kapoor-Arora
NIMITA KAPOOR-ATIYEH,
Vice-President
THE RIDINGS AT BROOKSIDE
DEVELOPMENT CORP.

WITNESS:

20' WIDE UTILITY EASEMENT
CONTAINS = 0.0420 AC.



RESTRICTION

N. 76°09'27" E.
40.00'
LINE

N. 89°48'55" E.
20.00'

N. 85°48'55" E. 100.00'

$\Delta = 4907'29"$ $R = 130.00'$
 $T = 4.68'$ $L = 9.36'$

S. 49°11'05" E.
35.00'

20' WIDE UTILITY
EASEMENT
CONTAINS = 0.0588 AC.

WINDFIELD GOLF CLUB
127.09'

S. 6°58'04" E. 12.00'
S. 83°01'56" W. 129.03'

40' WI.
CONT

6' ST.
BE. ST.

PLD

CERTIFICATE OF SUBSTANTIAL COMPLETION OF BUILDINGS

I, JAY R. STEVENSON, a (licensed architect) in the Commonwealth of Pennsylvania (License No. RA 013068-X), hereby certify that all structural components and common element mechanical systems of the structure containing Units in the Preceding 17th Amendment to Declaration of Ridings at Brookside Condominium are substantially complete in accordance with Plats and Plans attached to the 17th Amendment.



JAY R. STEVENSON
Registered Architect

EXHIBIT "B"

V0847 P0015

April 2, 1997

Page 1 of 3

PERCENTAGE INTEREST SCHEDULE
RIDINGS AT BROOKSIDE

BLDG	UNIT	MODEL TYPE	4-2-97/NEW PERCENTAGE INTERESTS
A . .	148	Bentley	0.0087076233
A . .	150	Brighton	0.00861033142
A . .	152	Bentley	0.0087076233
A . .	154	Brighton	0.00861033142
R . .	302	Sussex I	0.00510782372
R . .	304	Sussex II	0.00620235738
R . .	306	Cambridge	0.00754012073
R . .	308	Claridge	0.0079779342
R . .	310	Bentley	0.0087076233
R . .	312	Brighton	0.00861033142
T . .	301	Claridge	0.0079779342
T . .	303	Cambridge	0.00754012073
T . .	305	Claridge	0.0079779342
T . .	307	Cambridge	0.00754012073
T . .	309	Claridge	0.0079779342
T . .	311	Cambridge	0.00754012073
HH . .	102	Sussex I	0.00510782372
HH . .	104	Essex I	0.00457271838
HH . .	106	Essex I	0.00457271838
HH . .	108	Sussex I	0.00510782372
HH . .	110	Sussex II	0.00620235738
HH . .	112	Essex II	0.00542888693
HH . .	114	Essex II	0.00542888693
HH . .	116	Sussex II	0.00620235738
KK . .	120	Sussex I	0.00510782372
KK . .	122	Essex I	0.00457271838
KK . .	124	Essex I	0.00457271838
KK . .	126	Sussex I	0.00510782372
KK . .	128	Sussex II	0.00620235738
KK . .	130	Essex II	0.00542888693
KK . .	132	Essex II	0.00542888693
KK . .	134	Sussex II	0.00620235738
B . .	160	Bentley	0.0087076233
B . .	162	Brighton	0.00861033142
B . .	164	Bentley	0.0087076233
B . .	166	Brighton	0.00861033142
B . .	168	Bentley	0.0087076233
V . .	302	Cambridge	0.00754012073
V . .	304	Claridge	0.0079779342
V . .	306	Cambridge	0.00754012073
V . .	308	Claridge	0.0079779342
V . .	310	Cambridge	0.00754012073
V . .	312	Claridge	0.0079779342
LL . .	140	Sussex I	0.00510782372

Exhibit "C"

WORK P0017

BLDG UNIT MODEL TYPE 4/2/97 NEW PERCENTAGE INTERESTS

LL	. 142	Essex I	0.00457271838
LL	. 144	Essex I	0.00457271838
LL	. 146	Sussex I	0.00510782372
LL	. 148	Sussex II	0.00620235738
LL	. 150	Essex II	0.00542888693
LL	. 152	Essex II	0.00542888693
LL	. 154	Sussex II	0.00620235738
C	. . 170	Brighton	0.00861033142
C	. . 172	Bentley	0.0087076233
C	. . 174	Brighton	0.00861033142
C	. . 176	Bentley	0.0087076233
C	. . 178	Brighton	0.00861033142
C	. . 180	Bentley	0.0087076233
JJ	. 101	Sussex I	0.00510782372
JJ	. 103	Essex I	0.00457271838
JJ	. 105	Essex I	0.00457271838
JJ	. 107	Sussex I	0.00510782372
JJ	. 109	Sussex II	0.00620235738
JJ	. 111	Essex II	0.00542888693
JJ	. 113	Essex II	0.00542888693
JJ	. 115	Sussex II	0.00620235738
X	. . 301	Cambridge	0.00754012073
X	. . 303	Claridge	0.0079779342
X	. . 305	Claridge	0.0079779342
X	. . 307	Cambridge	0.00754012073
X	. . 309	Claridge	0.0079779342
D	. . 184	Brighton	0.00861033142
D	. . 186	Bentley	0.0087076233
D	. . 188	Grand Bentley	0.00914543676
D	. . 190	Bentley	0.0087076233
AA	. 302	Claridge	0.0079779342
AA	. 304	Claridge	0.0079779342
AA	. 306	Grand Claridge	0.0087076233
AA	. 308	Claridge	0.0079779342
N	. . 285	Bentley	0.0087076233
N	. . 287	Grand Bentley	0.00914543676
N	. . 289	Grand Bentley	0.00914543676
N	. . 291	Bentley	0.0087076233
NN	. 160	Sussex I	0.00510782372
NN	. 162	Essex I	0.00457271838
NN	. 164	Essex I	0.00457271838
NN	. 166	Sussex I	0.00510782372
NN	. 168	Sussex II	0.00620235738
NN	. 170	Essex II	0.00542888693
NN	. 172	Essex II	0.00542888693
NN	. 174	Sussex II	0.00620235738
E	. . 192	Bentley	0.0087076233
E	. . 194	Grand Bentley	0.00914543676
E	. . 196	Bentley	0.0087076233

BLDG	UNIT	MODEL TYPE	4/2/97 NEW PERCENTAGE INTERESTS
E . .	198	Bentley	0.0087076233
M . .	271	Bentley	0.0087076233
M . .	273	Brighton	0.00861033142
M . .	275	Grand Bentley	0.00914543676
M . .	277	Grand Bentley	0.00914543676
M . .	279	Brighton	0.00861033142
M . .	281	Bentley	0.0087076233
MM . .	161	Sussex I	0.00510782372
MM . .	163	Essex I	0.00457271838
MM . .	165	Essex I	0.00457271838
MM . .	167	Sussex I	0.00510782372
MM . .	169	Sussex II	0.00620235738
MM . .	171	Essex II	0.00542888693
MM . .	173	Essex II	0.00542888693
MM . .	175	Sussex II	0.00620235738
Q . .	317	Grand Cambridge	0.00778335044
Q . .	319	Cambridge	0.00754012073
Q . .	321	Claridge	0.0079779342
Q . .	323	Grand Bentley	0.00914543676
Q . .	325	Grand Bentley	0.00914543676
S . .	316	Grand Claridge	0.0087076233
S . .	318	Grand Cambridge	0.00778335044
S . .	320	Grand Claridge	0.0087076233
S . .	322	Grand Claridge	0.0087076233
S . .	324	Claridge	0.0079779342
S . .	326	Claridge	0.0079779342
L . .	255	Bentley	0.00980215696
L . .	257	Bentley	0.009802156960
L . .	259	Grand Bentley	0.00914543676
L . .	261	Grand Bentley	0.00914543676
L . .	263	Bentley	0.009802156960
L . .	265	Bentley	0.009802156960
W . .	316	Grand Claridge	0.0087076233
W . .	318	Grand Claridge	0.0087076233
W . .	320	Grand Claridge	0.0087076233
W . .	322	Grand Claridge	0.0087076233
W . .	324	Cambridge	0.00819684093
W . .	326	Cambridge	0.00819684093
PP . .	181	Sussex I	0.00527808451
PP . .	183	Essex I	0.00527808451
PP . .	185	Essex I	0.00527808451
PP . .	187	Sussex I	0.00527808451
PP . .	189	Sussex II	0.00649423302
PP . .	191	Essex II	0.00603209659
PP . .	193	Essex II	0.00603209659
PP . .	195	Sussex II	0.00649423302

ENTERED

1997 APR 30 PM 3:23

REC'D
LEHIGH COUNTY, PA.

211

18TH AMENDMENT TO DECLARATION OF THE RIDINGS AT BROOKSIDE CONDOMINIUM

THIS AMENDMENT, made this 27th ^(over) day of April, 1997, by THE RIDINGS AT BROOKSIDE DEVELOPMENT CORPORATION ("Declarant") witnesses that:

WITNESSES: [illegible]

A. Pursuant to a certain Declaration executed by Declarant and recorded on May 23, 1990, in the Office for Recording of Deeds in and for Lehigh County, Pennsylvania, in Deed Book 622, Page 879 ("Declaration"), Declarant submitted to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. C. S. §3101, et seq. ("Act") certain real estate described in Exhibit "A" to the Declaration and created a flexible condominium known as "The Ridings at Brookside" ("Condominium"). (On November 30, 1992), Declarant recorded in Miscellaneous Book 696, Page 250, the First Amendment to the Declaration. As used in this 18th Amendment, the term "Declaration" shall mean the Declaration as previously amended.)

B. Pursuant to Article VII of the Declaration, Declarant reserved an option to convert to Units, Limited Common Elements or any combination thereof all or any portions of the "Convertible Real Estate" described in Exhibit C to the Declaration without the consent of any Unit Owner or holder of any mortgage on any Unit.

C. Declarant now desires to convert to the Condominium a portion of the Convertible Real Estate, which portion is

described in Exhibit "A" attached hereto and which is referred to herein as the "Converted Real Estate."

D. All capitalized terms which are not defined herein shall have the meanings specified in Article II of the Declaration.

E. Pursuant to the provisions of Article VII of the Declaration and of Section 3211 of the Act, Declarant declares that the Converted Real Estate, including all of the improvements erected or to be erected thereon are substantially completed, Affidavit of Completion attaches as Exhibit "B" and the Declaration is hereby amended as follows:

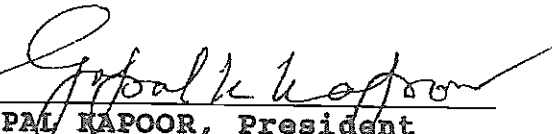
1. The term "Plats" and "Plans" as defined in Article II(r) of the Declaration shall henceforth mean the Plats and Plans attached to the Declaration as Exhibit E and the Plats and Plans which is attached hereto as Exhibit A. Exhibit A hereto identifies and delineates the Converted Real Estate as Building U.

2. There are six (6) Units located on the Converted Real Estate in Building U.

3. In accordance with Article V of the Declaration, the Percentage Interest appurtenant to each Unit shall henceforth be as set forth in Exhibit C attached hereto and made a part hereof, which Exhibit is hereby substituted for Exhibit "D" which was attached to the Declaration and referred to in Article V of the Declaration.

4. Except as specifically amended hereby, the Declaration remains in full force and effect in accordance with its terms.

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

By: 
GOPAL KAPOOR, President
THE RIDINGS AT BROOKSIDE
DEVELOPMENT CORP.

WITNESS:

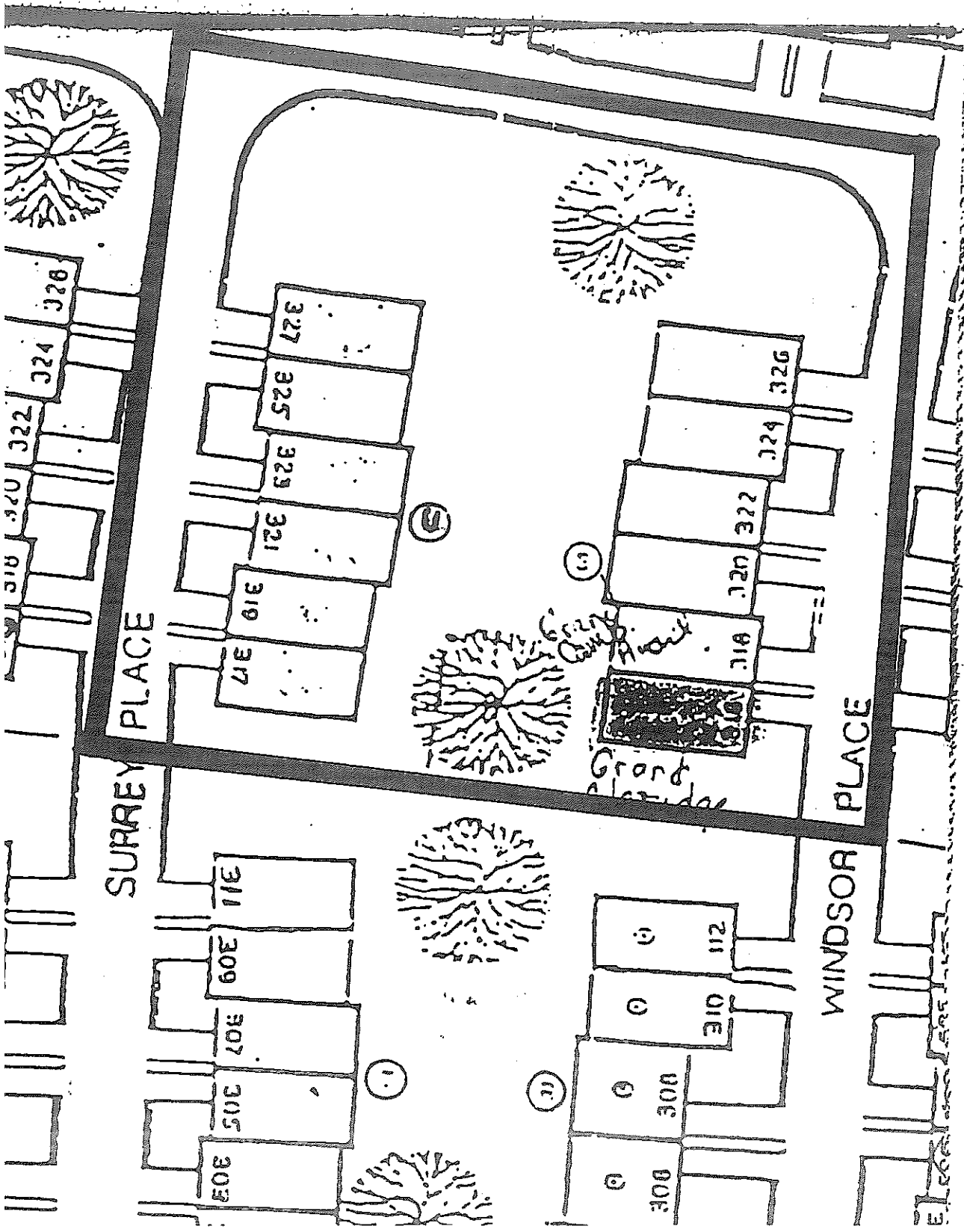



EXHIBIT "A"

FILE

CERTIFICATE OF SUBSTANTIAL COMPLETION OF BUILDINGS

I, JAY R. STEVENSON, a (licensed architect) in the Commonwealth of Pennsylvania (License No. RA 013068-X), hereby certify that all structural components and common element mechanical systems of the structure containing Units in the Preceding 18th Amendment to Declaration of Ridings at Brookside Condominium are substantially complete in accordance with Plats and Plans attached to the 18th Amendment.



JAY R. STEVENSON
Registered Architect

EXHIBIT "B"

April 22, 1997

Page 1 of 4

PERCENTAGE INTEREST SCHEDULE
RIDINGS AT BROOKSIDE

BLDG	UNIT	MODEL TYPE	4-22-97/NEW PERCENTAGE INTERESTS
A . .	148	Bentley	0.00828235903
A . .	150	Brighton	0.00818981871
A . .	152	Bentley	0.00828235903
A . .	154	Brighton	0.00818981871
R . .	302	Sussex I	0.00485836703
R . .	304	Sussex II	0.00589944568
R . .	306	Cambridge	0.00717187514
R . .	308	Claridge	0.0075883066
R . .	310	Bentley	0.00828235903
R . .	312	Brighton	0.00818981871
T . .	301	Claridge	0.0075883066
T . .	303	Cambridge	0.00717187514
T . .	305	Claridge	0.0075883066
T . .	307	Cambridge	0.00717187514
T . .	309	Claridge	0.0075883066
T . .	311	Cambridge	0.00717187514
HH . .	102	Sussex I	0.00485836703
HH . .	104	Essex I	0.00434939524
HH . .	106	Essex I	0.00434939524
HH . .	108	Sussex I	0.00485836703
HH . .	110	Sussex II	0.00589944568
HH . .	112	Essex II	0.0051637501
HH . .	114	Essex II	0.0051637501
HH . .	116	Sussex II	0.00589944568
KK . .	120	Sussex I	0.00485836703
KK . .	122	Essex I	0.00434939524
KK . .	124	Essex I	0.00434939524
KK . .	126	Sussex I	0.00485836703
KK . .	128	Sussex II	0.00589944568
KK . .	130	Essex II	0.0051637501
KK . .	132	Essex II	0.0051637501
KK . .	134	Sussex II	0.00589944568
B . .	160	Bentley, A	0.00828235903
B . .	162	Brighton	0.00818981871
B . .	164	Bentley	0.00828235903
B . .	166	Brighton	0.00818981871
B . .	168	Bentley	0.00828235903
V . .	302	Cambridge	0.00717187514
V . .	304	Claridge	0.0075883066
V . .	306	Cambridge	0.00717187514
V . .	308	Claridge	0.0075883066
V . .	310	Cambridge	0.00717187514
V . .	312	Claridge	0.0075883066

Exhibit "C"

V0849 P0392

BLDG	UNIT	MODEL TYPE	4/22/97/NEW PERCENTAGE INTERESTS
LL	. 140	Sussex I	0.00485836703
LL	. 142	Essex I	0.00434939524
LL	. 144	Essex I	0.00434939524
LL	. 146	Sussex I	0.00485836703
LL	. 148	Sussex II	0.00589944568
LL	. 150	Essex II	0.0051637501
LL	. 152	Essex II	0.0051637501
LL	. 154	Sussex II	0.00589944568
C	. 170	Brighton	0.00818981871
C	. 172	Bentley	0.00828235903
C	. 174	Brighton	0.00818981871
C	. 176	Bentley	0.00828235903
C	. 178	Brighton	0.00818981871
C	. 180	Bentley	0.00828235903
JJ	. 101	Sussex I	0.00485836703
JJ	. 103	Essex I	0.00434939524
JJ	. 105	Essex I	0.00434939524
JJ	. 107	Sussex I	0.00485836703
JJ	. 109	Sussex II	0.00589944568
JJ	. 111	Essex II	0.0051637501
JJ	. 113	Essex II	0.0051637501
JJ	. 115	Sussex II	0.00589944568
X	. 301	Cambridge	0.00717187514
X	. 303	Claridge	0.0075883066
X	. 305	Claridge	0.0075883066
X	. 307	Cambridge	0.00717187514
X	. 309	Claridge	0.0075883066
D	. 184	Brighton	0.00818981871
D	. 186	Bentley	0.00828235903
D	. 188	Grand Bentley	0.00869879049
D	. 190	Bentley	0.00828235903
AA	. 302	Claridge	0.0075883066
AA	. 304	Claridge	0.0075883066
AA	. 306	Grand Claridge	0.00828235903
AA	. 308	Claridge	0.0075883066
N	. 285	Bentley	0.00828235903
N	. 287	Grand Bentley	0.00869879049
N	. 289	Grand Bentley	0.00869879049
N	. 291	Bentley	0.00828235903
NN	. 160	Sussex I	0.00485836703
NN	. 162	Essex I	0.00434939524
NN	. 164	Essex I	0.00434939524
NN	. 166	Sussex I	0.00485836703
NN	. 168	Sussex II	0.00589944568
NN	. 170	Essex II	0.0051637501
NN	. 172	Essex II	0.0051637501
NN	. 174	Sussex II	0.00589944568
E	. 192	Bentley	0.00828235903
E	. 194	Grand Bentley	0.00869879049
E	. 196	Bentley	0.00828235903

BLDG UNIT MODEL TYPE 4/22/97/NEW PERCENTAGE INTERESTS


E . .	198	Bentley	0.00828235903
M . .	271	Bentley	0.00828235903
M . .	273	Brighton	0.00818981871
M . .	275	Grand Bentley	0.00869879049
M . .	277	Grand Bentley	0.00869879049
M . .	279	Brighton	0.00818981871
M . .	281	Bentley	0.00828235903
MM .	161	Sussex I	0.00485836703
MM .	163	Essex I	0.00434939524
MM .	165	Essex I	0.00434939524
MM .	167	Sussex I	0.00485836703
MM .	169	Sussex II	0.00589944568
MM .	171	Essex II	0.0051637501
MM .	173	Essex II	0.0051637501
MM .	175	Sussex II	0.00589944568
Q . .	317	Grand Cambridge	0.00740322595
Q . .	319	Cambridge	0.00717187514
Q . .	321	Claridge	0.0075883066
Q . .	323	Grand Bentley	0.00869879049
Q . .	325	Grand Bentley	0.00869879049
S . .	316	Grand Claridge	0.00828235903
S . .	318	Grand Cambridge	0.00740322595
S . .	320	Grand Claridge	0.00828235903
S . .	322	Grand Claridge	0.00828235903
S . .	324	Claridge	0.0075883066
S . .	326	Claridge	0.0075883066
L . .	255	Bentley	0.00932343768
L . .	257	Bentley	0.00932343768
L . .	259	Grand Bentley	0.00869879049
L . .	261	Grand Bentley	0.00869879049
L . .	263	Bentley	0.00932343768
L . .	265	Bentley	0.00932343768
W . .	316	Grand Claridge	0.00828235903
W . .	318	Grand Claridge	0.00828235903
W . .	320	Grand Claridge	0.00828235903
W . .	322	Grand Claridge	0.00828235903
W . .	324	Cambridge	0.00809031928
W . .	326	Cambridge	0.00809031928
PP .	181	Sussex I	0.00485836703
PP .	183	Essex I	0.0050203126
PP .	185	Essex I	0.0050203126
PP .	187	Sussex I	0.00485836703
PP .	189	Sussex II	0.00617706665
PP .	191	Essex II	0.00573750011
PP .	193	Essex II	0.00573750011
PP .	195	Sussex II	0.00617706665
U . .	317	Grand Claridge	0.00828235903
U . .	319	Grand Claridge	0.00828235903
U . .	321	Grand Claridge	0.00828235903

BLDG	UNIT	MODEL TYPE	4/22/97/NEW PERCENTAGE INTERESTS
U . .	323	Cambridge	0.00779652233
U . .	325	Claridge	0.00839803444
U . .	327	Cambridge	0.00779652233

COMMONWEALTH OF PENNSYLVANIA)
)
) SS:
COUNTY OF LEHIGH)

On this, the *27th* day of April, 1997, before me the undersigned officer, personally appeared JAY R. STEVENSON, Registered Architect, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purpose therein contained, and desired the same might be recorded as such, according to law.

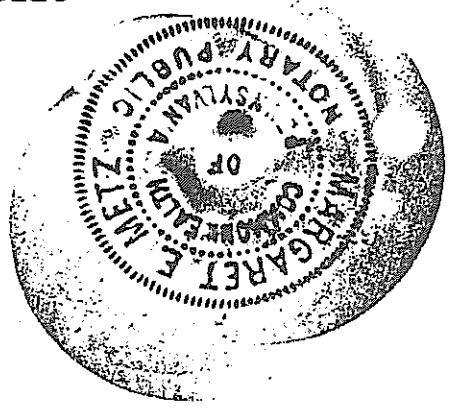
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Notary Public

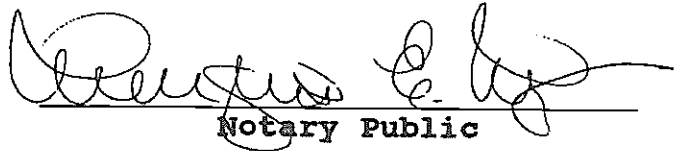
MY COMMISSION EXPIRES:

Notarial Seal
Margaret E. Metz, Notary Public
Allentown, Lehigh County
My Commission Expires Aug. 15, 1999
Member, Pennsylvania Association of Notaries



COMMONWEALTH OF PENNSYLVANIA)
)
) SS:
COUNTY OF LEHIGH)

On this *22nd* day of April, 1997, before me, a Notary Public, personally appeared, GOPAL KAPOOR, President of THE RIDINGS AT BROOKSIDE DEVELOPMENT CORP., known to me (or satisfactorily proven to be the President whose name is subscribed to the within instrument, and acknowledged that he has executed the same to be the act and Deed of the said THE RIDINGS AT BROOKSIDE DEVELOPMENT CORP. to the intent that the same may be duly recorded.


Notary Public

MY COMMISSION EXPIRES:

Notarial Seal
Margaret E. Metz, Notary Public
Allentown, Lehigh County
My Commission Expires Aug. 15, 1999
Member, Pennsylvania Association of Notaries



1997 MAY 20 PM 2: 41
RECORDER OF DEEDS
LEHIGH COUNTY, PA.

SAC

NINETEENTH AMENDMENT TO DECLARATION OF THE RIDINGS AT BROOKSIDE
CONDOMINIUM

THIS AMENDMENT, made this 16th day of May, 1997, by THE
RIDINGS AT BROOKSIDE DEVELOPMENT CORPORATION ("Declarant")
witnesses that:

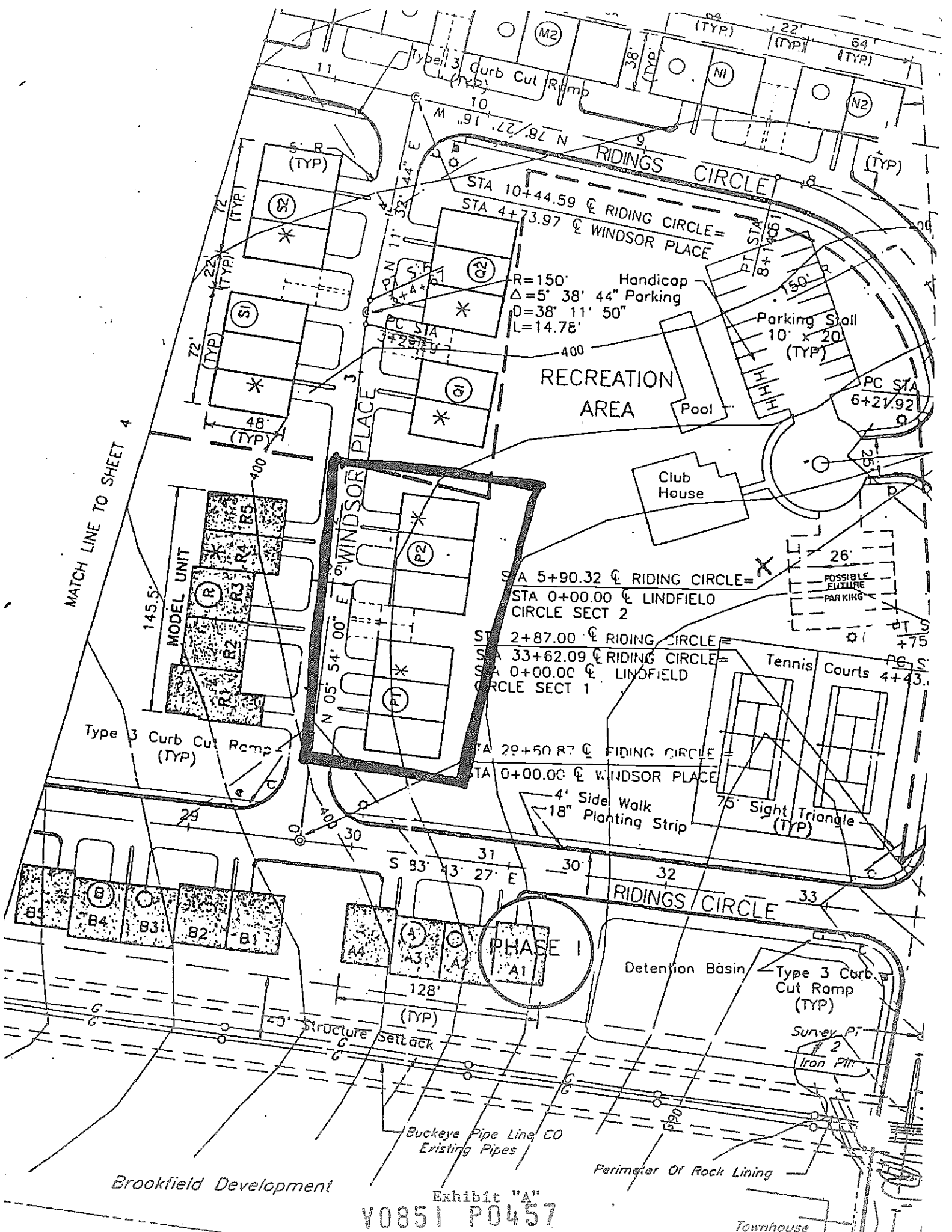
A. Pursuant to a certain Declaration executed by
Declarant and recorded on May 23, 1990, in the Office for Recording
of Deeds in and for Lehigh County, Pennsylvania, in Deed Book 622,
Page 879 ("Declaration"), Declarant submitted to the provisions of
the Pennsylvania Uniform Condominium Act, 68 Pa. C. S. §3101, et
seq. ("Act") certain real estate described in Exhibit "A" to the
Declaration and created a flexible condominium known as "The
Ridings at Brookside" ("Condominium"). As used in this Nineteenth
Amendment, the term "Declaration" shall mean the Declaration as
previously amended.

B. Pursuant to Article XVII of the Declaration,
Declarant reserved an option to convert to Units, Limited Common
Elements or any combination thereof all or any portions of the
"Convertible Real Estate" described in Exhibit C to the Declaration
without the consent of any Unit Owner or holder of any mortgage on
any Unit.

C. Declarant now desires to convert to the Condominium
the remainder of the Convertible Real Estate, which portion is

V0851 P0456

EFS



MATCH LINE TO SHEET 4

R=150'
 $\Delta=5^{\circ} 38' 44''$
 $D=38' 11' 50''$
 $L=14.78'$
 Handicap Parking

STA 5+90.32 @ RIDING CIRCLE=
 STA 0+00.00 @ LINDFIELD CIRCLE SECT 2
 STA 2+87.00 @ RIDING CIRCLE=
 STA 33+62.09 @ RIDING CIRCLE=
 STA 0+00.00 @ LINDFIELD CIRCLE SECT 1
 STA 29+50.87 @ RIDING CIRCLE=
 STA 0+00.00 @ WINDSOR PLACE

4' Side Walk
 18" Planting Strip
 75' Sight Triangle (TYP)

Exhibit "A"
 V0851 P0457

Brookfield Development

COUNTY OF LOS ANGELES
SUPERVISOR
APPROVED AND FORWARDED:
ALEX S. HARRIS
President of the Board of Supervisors
APPROVED AND FORWARDED:
[Signature]
[Signature]
[Signature]

APPROVED AND FORWARDED:
[Signature]
[Signature]
[Signature]
APPROVED BY THE JUDICIAL OFFICER:
DAVID P. [Signature]

See sheet 2 of
Each Dwelling U
Development to
consisting of of
The Dimensions
purpose only,
figuration and i
particular archit
Dimensions.
building heights

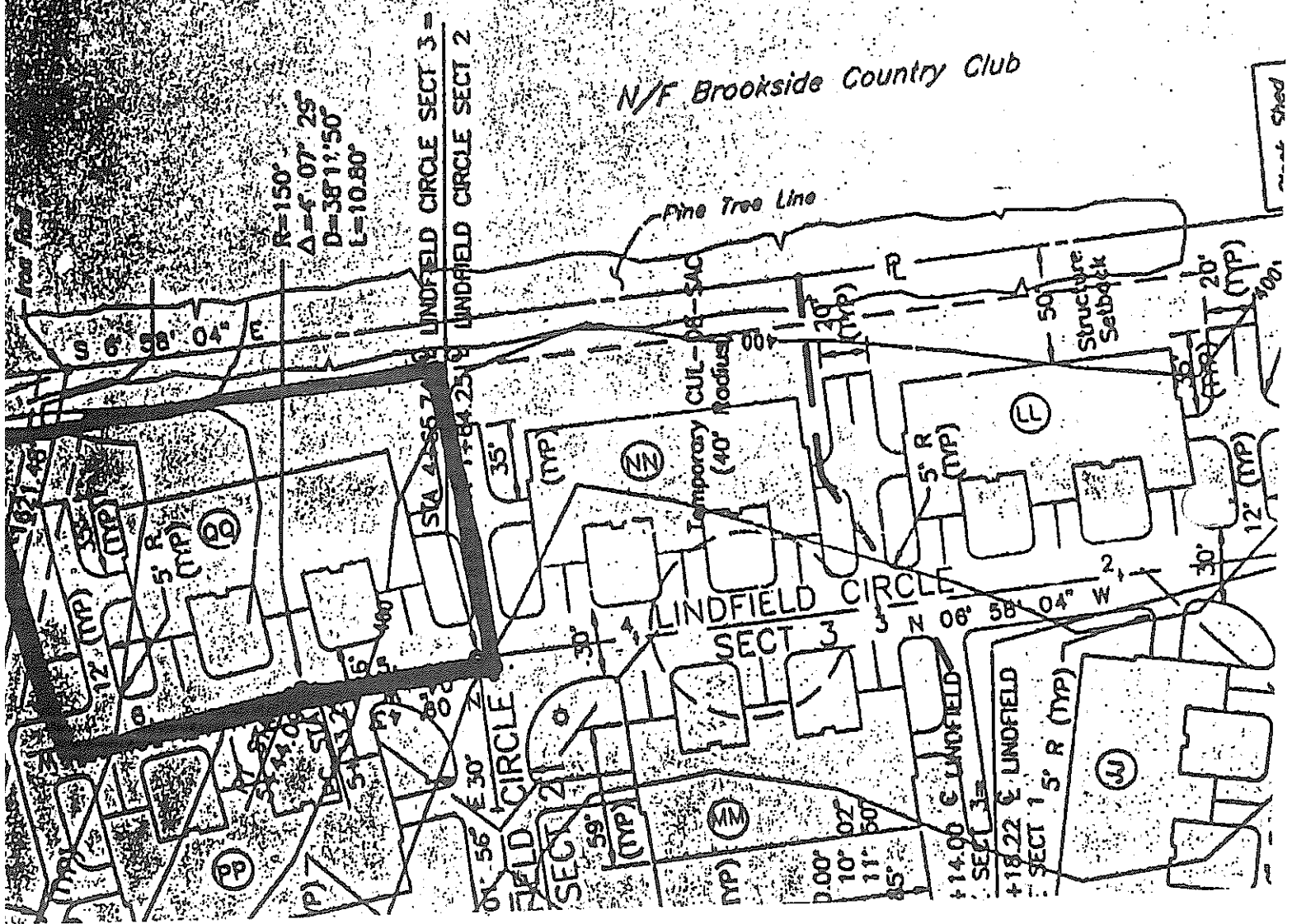


EXHIBIT "B-2"

V0851 P0459

May 20, 1997

Page 1 of 5

PERCENTAGE INTEREST SCHEDULE
RIDINGS AT BROOKSIDE

BLDG	UNIT	MODEL TYPE	5-20-97/NEW PERCENTAGE INTERESTS
A	. . 148	Bentley	0.00529191253
A	. . 150	Brighton	0.00523278502
A	. . 152	Bentley	0.00529191253
A	. . 154	Brighton	0.00523278502
R	. . 302	Sussex I	0.0031041945
R	. . 304	Sussex II	0.00376937904
R	. . 306	Cambridge	0.00458238236
R	. . 308	Claridge	0.00484845618
R	. . 310	Bentley	0.00529191253
R	. . 312	Brighton	0.00523278502
T	. . 301	Claridge	0.00484845618
T	. . 303	Cambridge	0.00458238236
T	. . 305	Claridge	0.00484845618
T	. . 307	Cambridge	0.00458238236
T	. . 309	Claridge	0.00484845618
T	. . 311	Cambridge	0.00458238236
HH	. 102	Sussex I	0.0031041945
HH	. 104	Essex I	0.00277899317
HH	. 106	Essex I	0.00277899317
HH	. 108	Sussex I	0.0031041945
HH	. 110	Sussex II	0.00376937904
HH	. 112	Essex II	0.0032993153
HH	. 114	Essex II	0.0032993153
HH	. 116	Sussex II	0.00376937904
KK	. 120	Sussex I	0.0031041945
KK	. 122	Essex I	0.00277899317
KK	. 124	Essex I	0.00277899317
KK	. 126	Sussex I	0.0031041945
KK	. 128	Sussex II	0.00376937904
KK	. 130	Essex II	0.0032993153
KK	. 132	Essex II	0.0032993153
KK	. 134	Sussex II	0.00376937904
B	. . 160	Bentley	0.00529191253
B	. . 162	Brighton ⁴	0.00523278502
B	. . 164	Bentley	0.00529191253
B	. . 166	Brighton	0.00523278502
B	. . 168	Bentley	0.00529191253
V	. . 302	Cambridge	0.00458238236
V	. . 304	Claridge	0.00484845618
V	. . 306	Cambridge	0.00458238236
V	. . 308	Claridge	0.00484845618
V	. . 310	Cambridge	0.00458238236
V	. . 312	Claridge	0.00484845618

Exhibit "C"

V0851 P0460

BLDG	UNIT	MODEL TYPE	5/20/97/NEW PERCENTAGE INTERESTS
LL	. 140	Sussex I	0.0031041945
LL	. 142	Essex I	0.00277899317
LL	. 144	Essex I	0.00277899317
LL	. 146	Sussex I	0.0031041945
LL	. 148	Sussex II	0.00376937904
LL	. 150	Essex II	0.0032993153
LL	. 152	Essex II	0.0032993153
LL	. 154	Sussex II	0.00376937904
C	. . 170	Brighton	0.00523278502
C	. . 172	Bentley	0.00529191253
C	. . 174	Brighton	0.00523278502
C	. . 176	Bentley	0.00529191253
C	. . 178	Brighton	0.00523278502
C	. . 180	Bentley	0.00529191253
JJ	. 101	Sussex I	0.0031041945
JJ	. 103	Essex I	0.00277899317
JJ	. 105	Essex I	0.00277899317
JJ	. 107	Sussex I	0.0031041945
JJ	. 109	Sussex II	0.00376937904
JJ	. 111	Essex II	0.0032993153
JJ	. 113	Essex II	0.0032993153
JJ	. 115	Sussex II	0.00376937904
X	. . 301	Cambridge	0.00458238236
X	. . 303	Claridge	0.00484845618
X	. . 305	Claridge	0.00484845618
X	. . 307	Cambridge	0.00458238236
X	. . 309	Claridge	0.00484845618
D	. . 184	Brighton	0.00523278502
D	. . 186	Bentley	0.00529191253
D	. . 188	Grand Bentley	0.00555798635
D	. . 190	Bentley	0.00529191253
AA	. 302	Claridge	0.00484845618
AA	. 304	Claridge	0.00484845618
AA	. 306	Grand Claridge	0.00529191253
AA	. 308	Claridge	0.00484845618
N	. . 285	Bentley	0.00529191253
N	. . 287	Grand Bentley	0.00555798635
N	. . 289	Grand Bentley	0.00555798635
N	. . 291	Bentley	0.00529191253
NN	. 160	Sussex I	0.0031041945
NN	. 162	Essex I	0.00277899317
NN	. 164	Essex I	0.00277899317
NN	. 166	Sussex I	0.0031041945
NN	. 168	Sussex II	0.00376937904
NN	. 170	Essex II	0.0032993153
NN	. 172	Essex II	0.0032993153
NN	. 174	Sussex II	0.00376937904
E	. . 192	Bentley	0.00529191253
E	. . 194	Grand Bentley	0.00555798635
E	. . 196	Bentley	0.00529191253

BLDG	UNIT	MODEL TYPE	5/20/97/NEW PERCENTAGE INTERESTS
E . .	198	Bentley	0.00529191253
M . .	271	Bentley	0.00529191253
M . .	273	Brighton	0.00523278502
M . .	275	Grand Bentley	0.00555798635
M . .	277	Grand Bentley	0.00555798635
M . .	279	Brighton	0.00523278502
M . .	281	Bentley	0.00529191253
MM .	161	Sussex I	0.0031041945
MM .	163	Essex I	0.00277899317
MM .	165	Essex I	0.00277899317
MM .	167	Sussex I	0.0031041945
MM .	169	Sussex II	0.00376937904
MM .	171	Essex II	0.0032993153
MM .	173	Essex II	0.0032993153
MM .	175	Sussex II	0.00376937904
Q . .	317	Grand Cambridge	0.00473020115
Q . .	319	Cambridge	0.00458238236
Q . .	321	Claridge	0.00484845618
Q . .	323	Grand Bentley	0.00555798635
Q . .	325	Grand Bentley	0.00555798635
S . .	316	Grand Claridge	0.00529191253
S . .	318	Grand Cambridge	0.00473020115
S . .	320	Grand Claridge	0.00529191253
S . .	322	Grand Claridge	0.00529191253
S . .	324	Claridge	0.00484845618
S . .	326	Claridge	0.00484845618
L . .	255	Bentley	0.00595709707
L . .	257	Bentley	0.00595709707
L . .	259	Grand Bentley	0.00555798635
L . .	261	Grand Bentley	0.00555798635
L . .	263	Bentley	0.00595709707
L . .	265	Bentley	0.00595709707
W . .	316	Grand Claridge	0.00529191253
W . .	318	Grand Claridge	0.00529191253
W . .	320	Grand Claridge	0.00529191253
W . .	322	Grand Claridge	0.00529191253
W . .	324	Cambridge	0.00809031928
W . .	326	Cambridge	0.00809031928
PP .	181	Sussex I	0.0320766765
PP .	183	Essex I	0.00320766765
PP .	185	Essex I	0.00320766765
PP .	187	Sussex I	0.0320766765
PP .	189	Sussex II	0.00394676158
PP .	191	Essex II	0.00366590589
PP .	193	Essex II	0.00366590589
PP .	195	Sussex II	0.00394676158
U . .	317	Grand Claridge	0.00529191253
U . .	319	Grand Claridge	0.00529191253
U . .	321	Grand Claridge	0.00529191253

BLDG	UNIT	MODEL TYPE	5/20/97/NEW PERCENTAGE INTERESTS
U . .	323	Cambridge	0.00498149308
U . .	325	Claridge	0.00536582193
U . .	327	Cambridge	0.00498149308
F . .		Grand Bentley	0.00555798635
F . .		Grand Bentley	0.00555798635
F . .		Bentley	0.00595709707
F . .		Bentley	0.00595709707
G . .		Grand Bentley	0.00555798635
G . .		Grand Bentley	0.00555798635
G . .		Bentley	0.00595709707
G . .		Bentley	0.00595709707
H . .		Grand Bentley	0.00555798635
H . .		Grand Bentley	0.00555798635
H . .		Bentley	0.00595709707
H . .		Bentley	0.00595709707
J . .		Grand Bentley	0.00555798635
J . .		Grand Bentley	0.00555798635
J . .		Bentley	0.00595709707
J . .		Bentley	0.00595709707
J . .		Bentley	0.00595709707
J . .		Bentley	0.00595709707
J . .		Bentley	0.00595709707
K . .		Grand Bentley	0.00555798635
K . .		Grand Bentley	0.00555798635
K . .		Bentley	0.00595709707
K . .		Bentley	0.00595709707
Y . .		Grand Claridge	0.00529191253
Y . .		Grand Claridge	0.00529191253
Y . .		Claridge	0.00536582193
Y . .		Claridge	0.00536582193
Z . .		Grand Claridge	0.00529191253
Z . .		Grand Claridge	0.00529191253
Z . .		Claridge	0.00536582193
Z . .		Claridge	0.00536582193
Z . .		Claridge	0.00536582193
BB . .		Grand Claridge	0.00529191253
BB . .		Grand Claridge	0.00529191253
BB . .		Claridge	0.00536582193
BB . .		Claridge	0.00536582193
BB . .		Claridge	0.00536582193
CC . .		Grand Claridge	0.00529191253
CC . .		Grand Claridge	0.00529191253
CC . .		Claridge	0.00536582193
CC . .		Claridge	0.00536582193
CC . .		Claridge	0.00536582193
DD . .		Grand Claridge	0.00529191253
DD . .		Grand Claridge	0.00529191253
DD . .		Claridge	0.00536582193
DD . .		Claridge	0.00536582193
DD . .		Claridge	0.00536582193

BLDG UNIT MODEL TYPE 5/20/97/NEW PERCENTAGE INTERESTS

EE	.	Grand Claridge	0.00529191253
EE	.	Grand Claridge	0.00529191253
EE	.	Claridge	0.00536582193
EE	.	Claridge	0.00536582193
EE	.	Claridge	0.00536582193
FF	.	Grand Bentley	0.00555798635
FF	.	Grand Bentley	0.00555798635
FF	.	Grand Bentley	0.00555798635
P	.	Grand Bentley	0.00555798635
P	.	Grand Bentley	0.00555798635
P	.	Grand Bentley	0.00555798635
P	.	Bentley	0.00595709707
P	.	Bentley	0.00595709707
P	.	Bentley	0.00595709707
AA	.	Sussex I	0.0320766765
AA	.	Sussex I	0.0320766765
AA	.	Sussex II	0.00394676158
AA	.	Sussex II	0.00394676158
AA	.	Essex I	0.00320766765
AA	.	Essex I	0.00320766765
AA	.	Essex II	0.00366590589
AA	.	Essex II	0.00366590589



"AA" SHOULD
BE "QQ"

described in Exhibit "A" attached hereto and which is referred to herein as the "Converted Real Estate."

D. Pursuant to Article XVIII of the Declaration, Declarant reserves an option to convert to Units, Common Elements and Limited Common Elements, or any combination thereof, all or any portion of the "Additional Real Estate" described in Exhibit G of the Declaration (see Exhibit E-2) without the consent of any Unit Owner or holder of any mortgage on any Unit.

E. Declarant now desires to convert to the Condominium the remainder of the "Additional Real Estate" which portion is described in Exhibit "B-1" and "B-2" attached hereto and which is referred to herein as "Additional Real Estate".

F. It is the intention of this Amendment to bring into the Condominium any and all remaining land, Units, Common Elements, and Limited Common Elements reserved in all of the Convertible Real Estate and Additional Real Estate as designated in the Declaration.

G. All capitalized terms which are not defined herein shall have the meanings specified in Article II of the Declaration.

H. Pursuant to the provisions of Article XVII and Article XVIII of the Declaration and of Section 3211 of the Act, Declarant declares that the Converted Real Estate, and Additional Real Estate, including all of the improvements erected or to be erected thereon will be substantially completed, in accordance with plans on file in the Sales Office, and the Declaration is hereby amended as follows:

1. The term "Plats" and "Plans" as defined in Article II(r) of the Declaration shall henceforth mean the Plats and Plans attached to the Declaration as Exhibit E and the Plats and Plans which are on file in the Sales Office.

2. There will be Six (6) Units located on the Converted Real Estate, namely Building, P, being Exhibit "A" attached hereto.

3. There will be 62 units located in the "Additional Real Estate", namely buildings F (4 units), G (4 units), H (4 units), J (6 units), K (4 units), Y (4 units), Z (5 units), BB (5 units), CC (5 units), DD (5 units), EE (5 units), FF (3 units), P (6 units), being Exhibit "B-1" attached hereto, and QQ (8 units), being Exhibit "B-2" attached hereto.

4. In accordance with Article V of the Declaration, the Percentage Interest appurtenant to each Unit is attached hereto as Exhibit "C", and at such time as each building or buildings are substantially completed and a Certificate of Substantial Completion will be on file in the Sales Office at that time.

5. Except as specifically amended hereby, the Declaration remains in full force and effect in accordance with its terms.

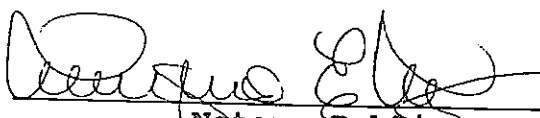
IN WITNESS WHEREOF, the Declarant has executed this Amendment the day and year first above written.

By: Nimita Kapoor Atiyeh
NIMITA KAPOOR-ATYEH
Vice-President
THE RIDINGS AT BROOKSIDE
DEVELOPMENT CORP.

WITNESS: [Signature]

COMMONWEALTH OF PENNSYLVANIA }
 } ss:
COUNTY OF LEHIGH }

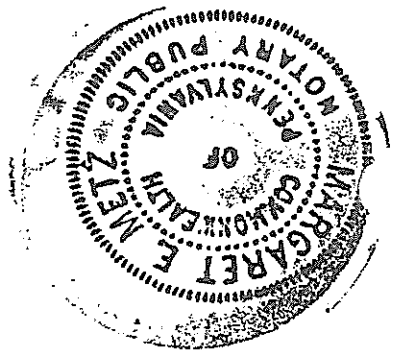
On this 16th day of May, 1997, before me, a Notary Public, personally appeared, NIMITA KAPOOR-ATYIEH, Vice-President of THE RIDINGS AT BROOKSIDE DEVELOPMENT CORP., known to me (or satisfactorily proven to be the President whose name is subscribed to the within instrument, and acknowledged that he has executed the same to be the act and Deed of the said THE RIDINGS AT BROOKSIDE DEVELOPMENT CORP. to the intent that the same may be duly recorded.



Notary Public

MY COMMISSION EXPIRES:

Notarial Seal
Margaret E. Metz, Notary Public
Allentown, Lehigh County
My Commission Expires Aug. 15, 1999
Member, Pennsylvania Association of Notaries



MAIL

Lansh, Lansh & Collins

ENTERED

90 MAY 23 PM 2:23

RECORDER OF DEEDS
LEHIGH COUNTY, PA.

4/8
for Amendment to Declaration of
Condominium to add additional
Real Estate see Misc vol 696 Page 250
entered November 30, 1992.

for Eighth Amendment to Declaration of Condominium
See Miscellaneous Book Vol 767 Page 221
Entered Aug 16, 1994 dgn
DECLARATION OF CONDOMINIUM
FOR
THE RIDINGS AT BROOKSIDE
A CONDOMINIUM

for Thirtieth Amendment
to Declaration of Condominium
see Misc vol 811 Page 1093
entered March 5, 1996 4/8

RECORDED IN THE OFFICE FOR RECORDING OF DEEDS IN AND

FOR LEHIGH COUNTY, PENNSYLVANIA.

IN MISCELLANEOUS BOOK VOL 0622 PAGE 0574 ETC.

WITNESS MY HAND AND SEAL OF OFFICE THIS 23RD

DAY OF MAY

A.D. 1996
George Black
@

RECORDER OF DEEDS

MAIL

Keystone Agency, Inc.
1500 Walnut St.
Suite 301
Phila., PA 19102

V0622 00879

For Notation see top of page

MAIL

STEVEN L SUGARMAN + ASSOCIATES
1273 LANCASTER AVE
BERWYN PA 19312

This Document Recorded
09/02/2003
12:11PM
Doc Code: AM

Doc Id: 7116392
Receipt #: 88299
Rec Fee: 42.50
Lehigh County, PA Recorder of Deeds Office

**TWENTIETH AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR THE RIDINGS AT BROOKSIDE, A CONDOMINIUM**

THIS TWENTIETH AMENDMENT TO THE DECLARATION of Condominium for the Ridings at Brookside, a Condominium (the "Declaration"), being a residential condominium located in Macungie Borough, Lehigh County, Pennsylvania, and commonly known and referred to as "The Ridings at Brookside," is made and adopted this 11 day of June, 2003.

WITNESSETH:

WHEREAS, The Declaration was recorded, in the Office of the Recorder of Deeds of Lehigh County, Pennsylvania on May 23, 1990 at Deed Book 622, Page 879 et seq., and thereafter nineteen Amendment to the Declaration were filed of record in the Office of the Recorder of Deeds; and

WHEREAS, Pursuant to Article I of the Declaration all of the property subject to the Declaration has been submitted to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. C. S. A. Section 3101, et seq. (the "Act"); and

WHEREAS, The Nineteenth Amendment to the Declaration was recorded, in the Office of the Recorder of Deeds of Lehigh County on May 20, 1997 at Deed Book 851, Page 456 et seq. (the "Nineteenth Amendment"); and

WHEREAS, The Nineteenth Amendment amended the Declaration, in part, by substituting a new Exhibit "C" which contains a list of percentage interests for the condominium units; and

WHEREAS, Pursuant to Article V of the Declaration the Percentage Interests assigned to the Units is to be determined on the basis of sizes of the Units; and

WHEREAS, The Board has determined that the Percentage Interests set forth in Exhibit "C" to the Nineteenth Amendment were not correctly calculated; and

WHEREAS, Pursuant to Declaration Article XXVIII and Section 3219(f) of the Act, the Declaration may be amended by action of the Board to cure ambiguities, or to correct or supplement any provision which is defective, missing or inconsistent with any other provision of the Declaration; and

WHEREAS, The Board has determined that the best interests of the Association and the Owners of the Units, as well as equity and good faith, require that the Declaration should be further amended through the adoption of this Twentieth Amendment to strike and remove for all purposes Exhibit "C" as attached to the Declaration through the Nineteenth Amendment, and to substitute in its place a corrected Exhibit "C"; and

RIDINGS AT BROOKSIDE CONDOMINIUM ASSOCIATION

<u>Address</u>	<u>Old Parcel I.D.</u>	<u>Pin Number</u>
1. 148 Ridings Circle	15 K08 015 002 A A 148	547470465022 2
2. 150 Ridings Circle	15 K08 015 002 A A 150	547470465022 3
3. 152 Ridings Circle	15 K08 015 002 A A 152	547470465022 4
4. 154 Ridings Circle	15 K08 015 002 A A 154	547470465022 5
5. 160 Ridings Circle	15 K08 015 002 A B 160	547470465022 6
6. 162 Ridings Circle	15 K08 015 002 A B 162	547470465022 7
7. 164 Ridings Circle	15 K08 015 002 A B 164	547470465022 8
8. 166 Ridings Circle	15 K08 015 002 A B 166	547470465022 9
9. 168 Ridings Circle	15 K08 015 002 A B 168	547470465022 10
10. 170 Ridings Circle	15 K08 015 002 A C 170	547470465022 11
11. 172 Ridings Circle	15 K08 015 002 A C 172	547470465022 12
12. 174 Ridings Circle	15 K08 015 002 A C 174	547470465022 13
13. 176 Ridings Circle	15 K08 015 002 A C 176	547470465022 14
14. 178 Ridings Circle	15 K08 015 002 A C 178	547470465022 15
15. 180 Ridings Circle	15 K08 015 002 A C 180	547470465022 16
16. 184 Ridings Circle	15 K08 015 002 A D 184	547470465022 17
17. 186 Ridings Circle	15 K08 015 002 A D 186	547470465022 18
18. 188 Ridings Circle	15 K08 015 002 A D 188	547470465022 19
19. 190 Ridings Circle	15 K08 015 002 A D 190	547470465022 20
20. 192 Ridings Circle	15 K08 015 002 A E 192	547470465022 21
21. 194 Ridings Circle	15 K08 015 002 A E 194	547470465022 22
22. 196 Ridings Circle	15 K08 015 002 A E 196	547470465022 23
23. 198 Ridings Circle	15 K08 015 002 A E 198	547470465022 24
24. 199 Ridings Circle	15 K08 015 002 ADD 199	547470465022 135
25. 201 Ridings Circle	15 K08 015 002 ADD 201	547470465022 136
26. 202 Ridings Circle	15 K08 015 002 A F 202	547470465022 26
27. 203 Ridings Circle	15 K08 015 002 ADD 203	547470465022 137
28. 204 Ridings Circle	15 K08 015 002 A F 204	547470465022 27
29. 205 Ridings Circle	15 K08 015 002 ADD 205	547470465022 138
30. 206 Ridings Circle	15 K08 015 002 A E 206	547470465022 25

<u>Address</u>	<u>Old Parcel I.D.</u>	<u>Pin Number</u>
31. 207 Ridings Circle	15 K08 015 002 ADD 207	547470465022 139
32. 208 Ridings Circle	15 K08 015 002 A F 208	547470465022 28
33. 209 Ridings Circle	15 K08 015 002 AEE 209	547470465022 140
34. 210 Ridings Circle	15 K08 015 022 A G 210	547470465022 29
35. 211 Ridings Circle	15 K08 015 002 AEE 211	547470465022 141
36. 212 Ridings Circle	15 K08 015 002 A G 212	547470465022 30
37. 213 Ridings Circle	15 K08 015 002 AEE 213	547470465022 142
38. 214 Ridings Circle	15 K08 015 002 A G 214	547470465022 31
39. 215 Ridings Circle	15 K08 015 002 AEE 215	547470465022 143
40. 216 Ridings Circle	15 K08 015 002 A G 216	547470465022 32
41. 217 Ridings Circle	15 K08 015 002 AEE 217	547470465022 144
42. 220 Ridings Circle	15 K08 015 002 A H 220	547470465022 33
43. 222 Ridings Circle	15 K08 015 002 A H 222	547470465022 34
44. 224 Ridings Circle	15 K08 015 002 A H 224	547470465022 35
45. 226 Ridings Circle	15 K08 015 002 A H 226	547470465022 36
46. 230 Ridings Circle	15 K08 015 002 AFF 230	547470465022 145
47. 231 Ridings Circle	15 K08 015 002 A J 231	547470465022 37
48. 232 Ridings Circle	15 K08 015 002 AFF 232	547470465022 146
49. 233 Ridings Circle	15 K08 015 002 A J 233	547470465022 38
50. 234 Ridings Circle	15 K08 015 002 AFF 234	547470465022 147
51. 235 Ridings Circle	15 K08 015 002 A J 235	547470465022 39
52. 237 Ridings Circle	15 K08 015 002 A J 237	547470465022 40
53. 239 Ridings Circle	15 K08 015 002 A J 239	547470465022 41
54. 241 Ridings Circle	15 K08 015 002 A J 241	547470465022 42
55. 245 Ridings Circle	15 K08 015 002 A K 245	547470465022 43
56. 247 Ridings Circle	15 K08 015 002 A K 247	547470465022 44
57. 249 Ridings Circle	15 K08 015 002 A K 249	547470465022 45
58. 251 Ridings Circle	15 K08 015 002 A K 251	547470465022 46
59. 255 Ridings Circle	15 K08 015 002 A L 255	547470465022 47
60. 257 Ridings Circle	15 K08 015 002 A L 257	547470465022 48
61. 259 Ridings Circle	15 K08 015 002 A L 259	547470465022 49

<u>Address</u>	<u>Old Parcel I.D.</u>	<u>Pin Number</u>
62. 261 Ridings Circle	15 K08 015 002 A L 261	547470465022 50
63. 263 Ridings Circle	15 K08 015 002 A L 263	547470465022 51
64. 265 Ridings Circle	15 K08 015 002 A L 265	547470465022 52
65. 271 Ridings Circle	15 K08 015 002 A M 271	547470465022 53
66. 273 Ridings Circle	15 K08 015 002 A M 273	547470465022 54
67. 275 Ridings Circle	15 K08 015 002 A M 275	547470465022 55
68. 277 Ridings Circle	15 K08 015 002 A M 277	547470465022 56
69. 279 Ridings Circle	15 K08 015 002 A M 279	547470465022 57
70. 281 Ridings Circle	15 K08 015 002 A M 281	547470465022 58
71. 285 Ridings Circle	15 K08 015 002 A N 285	547470465022 59
72. 287 Ridings Circle	15 K08 015 002 A N 287	547470465022 60
73. 289 Ridings Circle	15 K08 015 002 A N 289	547470465022 61
74. 291 Ridings Circle	15 K08 015 002 A N 291	547470465022 62
75. 301 Ridings Circle	15 K08 015 002 A P 301	547470465022 63
76. 301 Oxford Place	15 K08 015 002 A X 301	547470465022 108
77. 302 Oxford Place	15 K08 015 002 AAA 302	547470465022 121
78. 303 Oxford Place	15 K08 015 002 A X 303	547470465022 109
79. 304 Oxford Place	15 K08 015 002 AAA 304	547470465022 122
80. 305 Oxford Place	15 K08 015 002 A X 305	547470465022 110
81. 306 Oxford Place	15 K08 015 002 AAA 306	547470465022 123
82. 307 Oxford Place	15 K08 015 002 A X 307	547470465022 111
83. 308 Oxford Place	15 K08 015 002 AAA 308	547470465022 124
84. 309 Oxford Place	15 K08 015 002 A X 309	547470465022 112
85. 310 Oxford Place	15 K08 015 002 ABB 310	547470465022 125
86. 312 Oxford Place	15 K08 015 002 ABB 312	547470465022 126
87. 313 Oxford Place	15 K08 015 002 A Y 313	547470465022 113
88. 314 Oxford Place	15 K08 015 002 ABB 314	547470465022 127
89. 315 Oxford Place	15 K08 015 002 AY3 150	547470465022 214
90. 316 Oxford Place	15 K08 015 002 ABB 316	547470465022 128
91. 317 Oxford Place	15 K08 015 002 A Y 317	547470465022 114
92. 318 Oxford Place	15 K08 015 002 ABB 318	547470465022 129

<u>Address</u>	<u>Old Parcel I.D.</u>	<u>Pin Number</u>
93. 319 Oxford Place	15 K08 015 002 A Y	547470465022 115
94. 320 Oxford Place	15 K08 015 002 ACC 320	547470465022 130
95. 321 Oxford Place	15 K08 015 002 A Z 321	547470465022 116
96. 322 Oxford Place	15 K08 015 002 ACC 322	547470465022 131
97. 323 Oxford Place	15 K08 015 002 A Z 323	547470465022 117
98. 324 Oxford Place	15 K08 015 002 ACC 324	547470465022 132
99. 325 Oxford Place	15 K08 015 002 A Z 325	547470465022 118
100. 326 Oxford Place	15 K08 015 002 ACC 326	547470465022 133
101. 327 Oxford Place	15 K08 015 002 A X 327	547470465022 119
102. 328 Oxford Place	15 K08 015 002 ACC 328	547470465022 134
103. 329 Oxford Place	15 K08 015 002 A Z 329	547470465022 120
104. 301 Surrey Place	15 K08 015 002 A T 301	547470465022 85
105. 302 Surrey Place	15 K08 015 002 A V 302	547470465022 96
106. 303 Surrey Place	15 K08 015 002 A T 303	547470464022 86
107. 304 Surrey Place	15 K08 015 002 A V 304	547470465022 97
108. 305 Surrey Place	15 K08 015 002 A T 305	547470465022 87
109. 306 Surrey Place	15 K08 015 002 A V 306	547470465022 98
110. 307 Surrey Place	15 K08 015 002 A T 307	547470465022 88
111. 308 Surrey Place	15 K08 015 002 A V 308	547470465022 99
112. 309 Surrey Place	15 K08 015 002 A T 309	547470465022 89
113. 310 Surrey Place	15 K08 015 002 A V 310	547470465022 100
114. 311 Surrey Place	15 K08 015 002 A T 311	547470465022 90
115. 312 Surrey Place	15 K08 015 002 A V 312	547470465022 101
116. 316 Surrey Place	15 K08 015 002 A W 316	547470465022 102
117. 317 Surrey Place	15 K08 015 002 A U 317	547470465022 91
118. 318 Surrey Place	15 K08 015 002 A W 318	547470465022 103
119. 319 Surrey Place	15 K08 015 002 AU3 190	547470465022 213
120. 320 Surrey Place	15 K08 015 002 A W 320	547470465022 104
121. 321 Surrey Place	15 K08 015 002 A U 321	547470465022 92
122. 322 Surrey Place	15 K08 015 002 A W 322	547470465022 105
123. 323 Surrey Place	15 K08 015 002 A U 323	547470465022 93

<u>Address</u>	<u>Old Parcel I.D.</u>	<u>Pin Number</u>
124. 324 Surrey Place	15 K08 015 002 A W 324	547470465022 106
125. 325 Surrey Place	15 K08 015 002 A U 325	547470465022 94
126. 326 Surrey Place	15 K08 015 002 A W 326	547470465022 107
127. 327 Surrey Place	15 K08 015 002 A U 327	547470465022 95
128. 302 Windsor Place	15 K08 015 002 A R 302	547470465022 73
129. 303 Windsor Place	15 K08 015 002 A P 303	547470465022 64
130. 304 Windsor Place	15 K08 015 002 A R 304	547470465022 74
131. 305 Windsor Place	15 K08 015 002 A P 305	547470465022 65
132. 306 Windsor Place	15 K08 015 002 A R 306	547470465022 75
133. 307 Windsor Place	15 K08 015 002 A P 307	547470465022 66
134. 308 Windsor Place	15 K08 015 002 A R 308	547470465022 76
135. 309 Windsor Place	15 K08 015 002 A P 309	547470465022 67
136. 310 Windsor Place	15 K08 015 002 A R 310	547470465022 77
137. 311 Windsor Place	15 K08 015 002 A P 311	547470465022 68
138. 312 Windsor Place	15 K08 015 002 A R 312	547470465022 78
139. 316 Windsor Place	15 K08 015 002 A S 316	547470465022 79
140. 317 Windsor Place	15 K08 015 002 A Q 317	547470465022 69
141. 318 Windsor Place	15 K08 015 002 A S 318	547470465022 80
142. 319 Windsor Place	15 K08 015 002 AQ3 190	547470465022 204
143. 320 Windsor Place	15 K08 015 002 A S 320	547470465022 81
144. 321 Windsor Place	15 K08 015 002 A Q 321	547470465022 70
145. 322 Windsor Place	15 K08 015 002 A S 322	547470465022 82
146. 323 Windsor Place	15 K08 015 002 A Q 323	547470465022 71
147. 324 Windsor Place	15 K08 015 002 A S 324	547470465022 83
148. 325 Windsor Place	15 K08 015 002 A Q 325	547470465022 72
149. 326 Windsor Place	15 K08 015 002 A S 326	547470465022 84
150. 101 Lindfield Circle	15 K08 015 002 AJJ 101	547470465022 156
151. 102 Lindfield Circle	15 K08 015 002 AHH 102	547470465022 148
152. 103 Lindfield Circle	15 K08 015 002 AJJ 103	547470465022 157
153. 104 Lindfield Circle	15 K08 015 002 AHH 104	547470465022 149
154. 105 Lindfield Circle	15 K08 015 002 AJJ 105	547470465022 158

<u>Address</u>	<u>Old Parcel I.D.</u>	<u>Pin Number</u>
155. 106 Lindfield Circle	15 K08 015 002 AHH 106	547470465022 150
156. 107 Lindfield Circle	15 K08 015 002 AJJ 107	547470465022 159
157. 108 Lindfield Circle	15 K08 015 002 AHH 108	547470465022 151
158. 109 Lindfield Circle	15 K08 015 002 AJJ 109	547470465022 160
159. 110 Lindfield Circle	15 K08 015 002 AHH 110	547470465022 152
160. 111 Lindfield Circle	15 K08 015 002 AJJ 111	547470465022 161
161. 112 Lindfield Circle	15 K08 015 002 AHH 112	547470465022 112
162. 113 Lindfield Circle	15 K08 015 002 AJJ 113	547470465022 162
163. 114 Lindfield Circle	15 K08 015 002 AHH 114	547470465022 154
164. 115 Lindfield Circle	15 K08 015 002 AJJ 115	547470465022 163
165. 116 Lindfield Circle	15 K08 015 002 AHH 116	547470465022 155
166. 120 Lindfield Circle	15 K08 015 002 AKK 120	547470465022 164
167. 122 Lindfield Circle	15 K08 015 002 AKK 122	547470465022 165
168. 124 Lindfield Circle	15 K08 015 002 AKK 124	547470465022 166
169. 126 Lindfield Circle	15 K08 015 002 AKK 126	547470465022 167
170. 128 Lindfield Circle	15 K08 015 002 AKK 128	547470465022 168
171. 130 Lindfield Circle	15 K08 015 002 AKK 130	547470465022 169
172. 132 Lindfield Circle	15 K08 015 002 AKK 132	547470465022 170
173. 134 Lindfield Circle	15 K08 015 002 AKK 134	547470465022 171
174. 140 Lindfield Circle	15 K08 015 002 ALL 140	547470465022 172
175. 142 Lindfield Circle	15 K08 015 002 ALL 142	547470465022 173
176. 144 Lindfield Circle	15 K08 015 002 ALL 144	547470465022 174
177. 146 Lindfield Circle	15 K08 015 002 ALL 146	547470465022 175
178. 148 Lindfield Circle	15 K08 015 002 ALL 148	547470465022 176
179. 150 Lindfield Circle	15 K08 015 002 ALL 150	547470465022 177
180. 152 Lindfield Circle	15 K08 015 002 ALL 152	547470465022 178
181. 154 Lindfield Circle	15 K08 015 002 ALL 154	547470465022 179
182. 160 Lindfield Circle	15 K08 015 002 ANN 160	547470465022 188
183. 161 Lindfield Circle	15 K08 015 002 AMM 161	547470465022 180
184. 162 Lindfield Circle	15 K08 015 002 ANN 162	547470465022 189
185. 163 Lindfield Circle	15 K08 015 002 AMM 163	547470465022 181

<u>Address</u>	<u>Old Parcel I.D.</u>	<u>Pin Number</u>
186. 164 Lindfield Circle	15 K08 015 002 ANN 164	547470465022 190
187. 165 Lindfield Circle	15 K08 015 002 AMM 165	547470465022 182
188. 166 Lindfield Circle	15 K08 015 002 ANN 166	547470465022 191
189. 167 Lindfield Circle	15 K08 015 002 AMM 167	547470465022 183
190. 168 Lindfield Circle	15 K08 015 002 ANN 168	547470465022 192
191. 169 Lindfield Circle	15 K08 015 002 AMM 169	547470465022 184
192. 170 Lindfield Circle	15 K08 015 002 ANN 170	547470465022 193
193. 171 Lindfield Circle	15 K08 015 002 AMM 171	547470465022 185
194. 172 Lindfield Circle	15 K08 015 002 ANN 172	547470465022 194
195. 173 Lindfield Circle	15 K08 015 002 AMM 173	547470465022 186
196. 174 Lindfield Circle	15 K08 015 002 ANN 174	547470465022 195
197. 175 Lindfield Circle	15 K08 015 002 AMM 175	547470465022 187
198. 180 Lindfield Circle	15 K08 015 002 AQQ 180	547470465022 205
199. 181 Lindfield Circle	15 K08 015 002 APP 181	547470465022 196
200. 182 Lindfield Circle	15 K08 015 002 AQQ 182	547470465022 206
201. 183 Lindfield Circle	15 K08 015 002 APP 183	547470465022 197
202. 184 Lindfield Circle	15 K08 015 002 AQQ 184	547470465022 207
203. 186 Lindfield Circle	15 K08 015 002 APP 185	547470465022 198
204. 186 Lindfield Circle	15 K08 015 002 AQQ 186	547470465022 208
205. 187 Lindfield Circle	15 K08 015 002 APP 187	547470465022 199
206. 188 Lindfield Circle	15 K08 015 002 AQQ 188	547470465022 209
207. 189 Lindfield Circle	15 K08 015 002 APP 189	547470465022 200
208. 190 Lindfield Circle	15 K08 015 002 AQQ 190	547470465022 210
209. 191 Lindfield Circle	15 K08 015 002 APP 191	547470465022 201
210. 192 Lindfield Circle	15 K08 015 002 AQQ 192	547470465022 211
211. 193 Lindfield Circle	15 K08 015 002 APP 193	547470465022 202
212. 194 Lindfield Circle	15 K08 015 002 AQQ 194	547470465022 212
213. 195 Lindfield Circle	15 K08 015 002 APP 195	547470465022 203
214. 350 Ridings Circle Clubhouse	15 K08 015 002 A	547470465022 1



#	ADDRESS	Ridings unit type	size	condo fee		PERCENT
			sq. ft.	UNIT SIZ	2002 CONDO FEE	
1	101 Lindfield Circle	Sussex I	1050		\$ 63.78	0.0032205
2	102 Lindfield Circle	Sussex I	1050		\$ 63.78	0.0032205
3	103 Lindfield Circle	Essex I	1070		\$ 64.86	0.0032818
4	104 Lindfield Circle	Essex Is	940		\$ 57.80	0.0028831
5	105 Lindfield Circle	Essex I	1070		\$ 64.86	0.0032205
6	106 Lindfield Circle	Essex Is	940		\$ 57.80	0.0028831
7	107 Lindfield Circle	Sussex I	1050		\$ 63.78	0.0032205
8	108 Lindfield Circle	Sussex I	1050		\$ 63.78	0.0032205
9	109 Lindfield Circle	Sussex II	1275		\$ 75.99	0.0039106
10	110 Lindfield Circle	Sussex II	1275		\$ 75.99	0.0039106
11	111 Lindfield Circle	Essex II	1260		\$ 75.17	0.0038646
12	112 Lindfield Circle	Essex IIs	1116		\$ 67.36	0.0034229
13	113 Lindfield Circle	Essex II	1260		\$ 75.17	0.0038646
14	114 Lindfield Circle	Essex IIs	1116		\$ 67.36	0.0034229
15	115 Lindfield Circle	Sussex II	1275		\$ 75.99	0.0039106
16	116 Lindfield Circle	Sussex II	1275		\$ 75.99	0.0039106
17	120 Lindfield Circle	Sussex I	1050		\$ 63.78	0.0032205
18	122 Lindfield Circle	Essex Is	940		\$ 57.80	0.0028831
19	124 Lindfield Circle	Essex Is	940		\$ 57.80	0.0028831
20	126 Lindfield Circle	Sussex I	1050		\$ 63.78	0.0032205
21	128 Lindfield Circle	Sussex II	1275		\$ 75.99	0.0039106
22	130 Lindfield Circle	Essex IIs	1116		\$ 67.36	0.0034229
23	132 Lindfield Circle	Essex IIs	1116		\$ 67.36	0.0034229
24	134 Lindfield Circle	Sussex II	1275		\$ 75.99	0.0039106
25	140 Lindfield Circle	Sussex I	1050		\$ 63.78	0.0032205
26	142 Lindfield Circle	Essex Is	940		\$ 57.80	0.0028831
27	144 Lindfield Circle	Essex Is	940		\$ 57.80	0.0028831
28	146 Lindfield Circle	Sussex I	1050		\$ 63.78	0.0032205
29	148 Lindfield Circle	Sussex II	1275		\$ 75.99	0.0039106
30	150 Lindfield Circle	Essex IIs	1116		\$ 67.36	0.0034229
31	152 Lindfield Circle	Essex IIs	1116		\$ 67.36	0.0034229
32	154 Lindfield Circle	Sussex II	1275		\$ 75.99	0.0039106
33	160 Lindfield Circle	Sussex I	1050		\$ 63.78	0.0032205
34	161 Lindfield Circle	Sussex I	1050		\$ 63.78	0.0032205
35	162 Lindfield Circle	Essex I	1070		\$ 64.86	0.0032818
36	163 Lindfield Circle	Essex I	1070		\$ 64.86	0.0032818
37	164 Lindfield Circle	Essex I	1070		\$ 64.86	0.0032818
38	165 Lindfield Circle	Essex I	1070		\$ 64.86	0.0032818
39	166 Lindfield Circle	Sussex I	1050		\$ 63.78	0.0032205
40	167 Lindfield Circle	Sussex I	1050		\$ 63.78	0.0032205
41	168 Lindfield Circle	Sussex II	1275		\$ 75.99	0.0039106
42	169 Lindfield Circle	Sussex II	1275		\$ 75.99	0.0039106
43	170 Lindfield Circle	Essex II	1260		\$ 75.17	0.0038646



#	ADDRESS	UNIT TYPE	UNIT SIZE	UNIT PRICE	CONDO FEE
44	171 Lindfield Circle	Essex II	1260	\$ 75.17	0.0038646
45	172 Lindfield Circle	Essex II	1260	\$ 75.17	0.0038646
46	173 Lindfield Circle	Essex II	1260	\$ 75.17	0.0038646
47	174 Lindfield Circle	Sussex II	1275	\$ 75.99	0.0039106
48	175 Lindfield Circle	Sussex II	1275	\$ 75.99	0.0039106
49	180 Lindfield Circle	Sussex I	1050	\$ 63.78	0.0032205
50	181 Lindfield Circle	Sussex I	1050	\$ 63.78	0.0032205
51	182 Lindfield Circle	Essex I	1070	\$ 64.86	0.0032818
52	183 Lindfield Circle	Essex I	1070	\$ 64.86	0.0032818
53	184 Lindfield Circle	Essex I	1070	\$ 64.86	0.0032818
54	185 Lindfield Circle	Essex I	1070	\$ 64.86	0.0032818
55	186 Lindfield Circle	Sussex I	1050	\$ 63.78	0.0032205
56	187 Lindfield Circle	Sussex I	1050	\$ 63.78	0.0032205
57	188 Lindfield Circle	Sussex II	1275	\$ 75.99	0.0039106
58	189 Lindfield Circle	Sussex II	1275	\$ 75.99	0.0039106
59	190 Lindfield Circle	Essex II	1260	\$ 75.17	0.0038646
60	191 Lindfield Circle	Essex II	1260	\$ 75.17	0.0038646
61	192 Lindfield Circle	Essex II	1260	\$ 75.17	0.0038646
62	193 Lindfield Circle	Essex II	1260	\$ 75.17	0.0038646
63	194 Lindfield Circle	Sussex II	1275	\$ 75.99	0.0039106
64	195 Lindfield Circle	Sussex II	1275	\$ 75.99	0.0039106
65	301 Oxford Place	Cambridge	1550	\$ 90.92	0.0047541
66	302 Oxford Place	Claridge	1640	\$ 95.80	0.0050301
67	303 Oxford Place	Claridge	1640	\$ 95.80	0.0050301
68	304 Oxford Place	Claridge 2c	1640	\$ 95.80	0.0050301
69	305 Oxford Place	Claridge	1640	\$ 95.80	0.0050301
70	306 Oxford Place	G. Claridge	1663	\$ 97.05	0.0051007
71	307 Oxford Place	Cambridge	1550	\$ 90.92	0.0047541
72	308 Oxford Place	Claridge	1640	\$ 95.80	0.0050301
73	309 Oxford Place	Claridge	1640	\$ 95.80	0.0050301
74	310 Oxford Place	G. Claridge	1663	\$ 97.05	0.0051007
75	312 Oxford Place	Claridge	1640	\$ 95.80	0.0050301
76	313 Oxford Place	Cambridge	1550	\$ 90.92	0.0047541
77	314 Oxford Place	Cambridge	1550	\$ 90.92	0.0047541
78	315 Oxford Place	Cambridge	1550	\$ 90.92	0.0047541
79	316 Oxford Place	Cambridge	1550	\$ 90.92	0.0047541
80	317 Oxford Place	G. Cambridge	1550	\$ 90.92	0.0047541
81	318 Oxford Place	Cambridge	1550	\$ 90.92	0.0047541
82	319 Oxford Place	G. Cambridge	1550	\$ 90.92	0.0047541
83	320 Oxford Place	Cambridge	1550	\$ 90.92	0.0047541
84	321 Oxford Place	Claridge	1640	\$ 95.80	0.0050301
85	322 Oxford Place	Claridge	1640	\$ 95.80	0.0050301
86	323 Oxford Place	Claridge 2c	1640	\$ 95.80	0.0050301



#	ADDRESS	UNIT TYPE	UNIT	UNIT SIZE	2002	CONDO FEE
87	324 Oxford Place	G. Claridge		1663	\$	97.05
88	325 Oxford Place	Cambridge		1550	\$	90.92
89	326 Oxford Place	G. Claridge		1663	\$	97.05
90	327 Oxford Place	Claridge		1640	\$	95.80
91	328 Oxford Place	Claridge		1640	\$	95.80
92	329 Oxford Place	Claridge		1640	\$	95.80
93	148 Ridings Circle	Bentley		1790	\$	103.94
94	150 Ridings Circle	Brighton		1770	\$	102.86
95	152 Ridings Circle	Bentley		1790	\$	103.94
96	154 Ridings Circle	Brighton		1770	\$	102.86
97	160 Ridings Circle	Bentley		1790	\$	103.94
98	162 Ridings Circle	Brighton		1770	\$	102.86
99	164 Ridings Circle	Bentley		1790	\$	103.94
100	166 Ridings Circle	Brighton		1770	\$	102.86
101	168 Ridings Circle	Bentley		1790	\$	103.94
102	170 Ridings Circle	Brighton		1770	\$	102.86
103	172 Ridings Circle	Bentley		1790	\$	103.94
104	174 Ridings Circle	Brighton 2c		1770	\$	102.86
105	176 Ridings Circle	Bentley 2c		1790	\$	103.94
106	178 Ridings Circle	Brighton		1770	\$	102.86
107	180 Ridings Circle	Bentley		1790	\$	103.94
108	184 Ridings Circle	Brighton		1770	\$	102.86
109	186 Ridings Circle	Bentley 2c		1790	\$	103.94
110	188 Ridings Circle	G. Bentley		1860	\$	107.74
111	190 Ridings Circle	Bentley		1790	\$	103.94
112	192 Ridings Circle	Bentley		1790	\$	103.94
113	194 Ridings Circle	G. Bentley		1860	\$	107.74
114	196 Ridings Circle	Bentley 2c		1790	\$	103.94
115	198 Ridings Circle	Bentley		1790	\$	103.94
116	199 Ridings Circle	G. Claridge 2c		1663	\$	97.05
117	201 Ridings Circle	Cambridge		1550	\$	90.92
118	202 Ridings Circle	Bentley		1790	\$	103.94
119	203 Ridings Circle	Claridge		1640	\$	95.80
120	204 Ridings Circle	Bentley 2c		1790	\$	103.94
121	205 Ridings Circle	Claridge		1640	\$	95.80
122	206 Ridings Circle	G. Bentley		1860	\$	107.74
123	207 Ridings Circle	Cambridge		1550	\$	90.92
124	208 Ridings Circle	Bentley		1790	\$	103.94
125	209 Ridings Circle	Claridge		1640	\$	95.80
126	210 Ridings Circle	Bentley		1790	\$	103.94
127	211 Ridings Circle	G. Claridge		1663	\$	97.05
128	212 Ridings Circle	Bentley		1790	\$	103.94
129	213 Ridings Circle	G. Claridge		1663	\$	97.05
130	214 Ridings Circle	Bentley		1790	\$	103.94
131	215 Ridings Circle	Claridge		1640	\$	95.80

#	ADDRESS	UNIT TYPE	sq ft	price	2002	CONDO FEE
132	216 Ridings Circle	Bentley	1790	\$	103.94	0.0054902
133	217 Ridings Circle	Clairdge	1640	\$	95.80	0.0050301
134	220 Ridings Circle	Bentley	1790	\$	103.94	0.0054902
135	222 Ridings Circle	Bentley 2c	1790	\$	103.94	0.0054902
136	224 Ridings Circle	Bentley	1790	\$	103.94	0.0054902
137	226 Ridings Circle	G. Bentley 2c	1860	\$	107.74	0.0057049
138	230 Ridings Circle	Bentley	1790	\$	103.94	0.0054902
139	231 Ridings Circle	G. Bentley	1860	\$	107.74	0.0057049
140	232 Ridings Circle	Bentley 2c	1790	\$	103.94	0.0054902
141	233 Ridings Circle	Brighton	1770	\$	102.86	0.0054289
142	234 Ridings Circle	G. Bentley	1860	\$	107.74	0.0057049
143	235 Ridings Circle	G. Bentley	1860	\$	107.74	0.0057049
144	237 Ridings Circle	Bentley	1790	\$	103.94	0.0054902
145	239 Ridings Circle	Bentley	1790	\$	103.94	0.0054902
146	241 Ridings Circle	Bentley 2c	1790	\$	103.94	0.0054902
147	245 Ridings Circle	Bentley	1790	\$	103.94	0.0054902
148	247 Ridings Circle	G. Bentley	1860	\$	107.74	0.0057049
149	249 Ridings Circle	G. Bentley	1860	\$	107.74	0.0057049
150	251 Ridings Circle	Bentley	1790	\$	103.94	0.0054902
151	255 Ridings Circle	Bentley	1790	\$	103.94	0.0054902
152	257 Ridings Circle	Bentley	1790	\$	103.94	0.0054902
153	259 Ridings Circle	G. Bentley	1860	\$	107.74	0.0057049
154	261 Ridings Circle	G. Bentley	1860	\$	107.74	0.0057049
155	263 Ridings Circle	Bentley	1790	\$	103.94	0.0054902
156	265 Ridings Circle	Bentley	1790	\$	103.94	0.0054902
157	271 Ridings Circle	Bentley	1790	\$	103.94	0.0054902
158	273 Ridings Circle	Brighton	1770	\$	102.86	0.0054289
159	275 Ridings Circle	G. Bentley	1860	\$	107.74	0.0057049
160	277 Ridings Circle	G. Bentley	1860	\$	107.74	0.0057049
161	279 Ridings Circle	Brighton	1770	\$	102.86	0.0054289
162	281 Ridings Circle	Bentley	1790	\$	103.94	0.0054902
163	285 Ridings Circle	Bentley	1790	\$	103.94	0.0054902
164	287 Ridings Circle	G. Bentley	1860	\$	107.74	0.0057049
165	289 Ridings Circle	G. Bentley	1860	\$	107.74	0.0057049
166	291 Ridings Circle	Bentley 2c	1790	\$	103.94	0.0054902
167	301 Surrey Place	Clairdge	1640	\$	95.80	0.0050301
168	302 Surrey Place	Cambridge	1550	\$	90.92	0.0047541
169	303 Surrey Place	Cambridge	1550	\$	90.92	0.0047541
170	304 Surrey Place	Clairdge	1640	\$	95.80	0.0050301
171	305 Surrey Place	Clairdge	1640	\$	95.80	0.0050301
172	306 Surrey Place	Cambridge	1550	\$	90.92	0.0047541
173	307 Surrey Place	Cambridge	1550	\$	90.92	0.0047541

WHEREAS, A list of the parcel numbers of the Units subject to this Twentieth Amendment is attached hereto; and

WHEREAS, The provisions of this Twentieth Amendment to the Declaration are intended to, and shall, supersede, revoke and replace for all purposes the contrary provisions of the Declaration with respect to the Percentage Interests assigned to the Units;

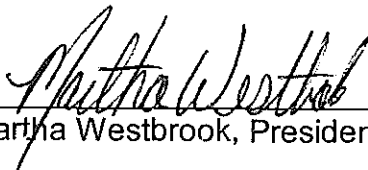
BE IT THEREFORE RESOLVED THAT, the Declaration is hereby amended through the adoption of this Twentieth Amendment to the Declaration as follows:

I. Exhibit "C" to the Declaration, and the Percentage Interests assigned to the Units in Exhibit "C," as attached to, and incorporated in, the Declaration through the recording of the Nineteenth Amendment is rescinded and replaced in its entirety, and for all purposes, with the new Exhibit "C" attached to this Twentieth Amendment, setting forth the corrected Percentage Interests assigned to the Units.

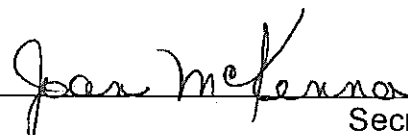
II. Except as amended by this Twentieth Amendment, the balance of the Declaration, as amended, is hereby ratified and reaffirmed.

IN WITNESS WHEREOF, President of the Board of Directors has signed this Twentieth Amendment to the Declaration of Condominium for the Ridings at Brookside, a Condominium, and the Board of Directors has authorized and directed the appropriate officers of the Association to promptly record it in the Office of the Recorder of Deeds of Lehigh County, Pennsylvania.

THE RIDINGS AT BROOKSIDE CONDOMINIUM ASSOCIATION

By: 
Martha Westbrook, President

ATTEST:

By: 
Secretary

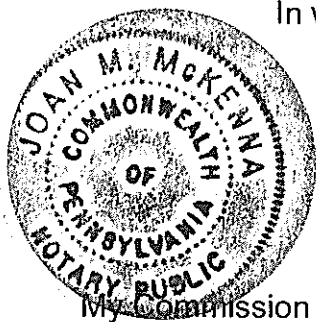
Parcel Numbers:

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF LEHIGH :

On this 11 day of ^{June}~~May~~, 2003, before me, the undersigned officer, personally appeared Martha Westbrook, the President of the Board of Directors of the Ridings at Brookside Condominium Association, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Twentieth Amendment to the Declaration of Condominium for the Ridings at Brookside, a Condominium, and acknowledged that she executed the same for the purposes therein contained.

In witness whereof, I have hereunto set by hand and official seal.



Joan McKenna
NOTARY PUBLIC

My Commission Expires:

Notarial Seal
Joan M. McKenna, Notary Public
Macungie Boro, Lehigh County
My Commission Expires June 19, 2006
Member, Pennsylvania Association Of Notaries