

**SEVENTEENTH AMENDMENT
TO DECLARATION OF CONDOMINIUM
OF
CANTERBURY CROFT, A CONDOMINIUM**

THIS SEVENTEENTH AMENDMENT is made as of this _____ day of _____, 1988 by the Canterbury Croft Condominium Association (the "Association"), an unincorporated association, consisting of all Unit Owners at Canterbury Croft, a condominium, Northampton Township, Bucks County, Pennsylvania (the "Condominium").

WITNESS:

WHEREAS, Gigliotti Corporation, a Pennsylvania corporation ("Declarant") caused a Declaration of Condominium of Canterbury Croft, a condominium, dated November 13, 1986 to be recorded in the Office of the Recorder of Deeds in and for Bucks County, Pennsylvania in Deed Book 2715, page 674, as amended by a First Amendment dated January 14, 1987, recorded in Deed Book 2734, page 900, a Second Amendment dated February 5, 1987, recorded in Deed Book 2737, page 335, a Third Amendment dated March 26, 1987, recorded in Deed Book 2746, page 745, a Fourth Amendment dated March 26, 1987, recorded in Deed Book 2756, page 1041, a Fifth Amendment dated May 26, 1987, recorded in Deed Book 2762, page 687, a Sixth Amendment dated May 26, 1987, recorded in Deed Book 2769, page 667, a Seventh Amendment dated May 26, 1987, recorded in Deed Book 2778, page 1000, an Eighth Amendment dated May 26, 1987, recorded in Deed Book 2787, page 1171, a Ninth Amendment dated May 26, 1987, recorded in Deed Book 2788, page 412, a Tenth Amendment dated May 26, 1987, recorded in Deed Book 2794, page 319, an Eleventh Amendment dated May 26, 1987, recorded in Deed Book 2800, page 99, a Twelfth Amendment dated January 20, 1988, recorded in Deed Book 2803, page 577, a Thirteenth Amendment dated January 20, 1988, recorded in Deed Book 2807, page 386, a Fourteenth Amendment dated January 20, 1988, recorded in Deed Book 2811, page 404, a Fifteenth Amendment dated January 20, 1988, recorded in Deed Book 2815, page 1188, and a Sixteen Amendment dated January 20, 1988, recorded in Deed Book 2823, page 181 (collectively, the "Declaration"); and

WHEREAS, the Executive Board of the Association, having received affirmative responses from the owners of sixty seven percent (67%) of the units in the Condominium regarding the installation of decks and patios adjacent to Units, has proposed an amendment to the Declaration to permit, subject to certain limitations, Unit Owners to install decks and patios on the Common Elements appurtenant to their Units; and

WHEREAS, Article XIX, Section 19.01 of the Declaration provides that the Declaration may be amended by a resolution proposed by the Executive Board and adopted by Unit Owners

entitled to cast sixty-seven percent (67%) of the votes of the Association; and

WHEREAS, sixty-seven (67%) of the votes of the Association were cast in favor of the Executive Board resolution containing the amendments set forth herein on _____, 1988.

NOW, THEREFORE, the Association by its Executive Board acting in accordance with the Declaration and the By-Laws of the Association, for and on behalf of the Unit Owners, and intending to be legally bound, hereby certify that the Declaration is amended as hereinafter set forth:

1. Section 8.09 is hereby deleted and the following inserted in its place:

SECTION 8.09 Alteration to Common Elements By Unit Owner and Application Procedure.

(a) Alterations. No Unit Owner may make any improvements or alterations or do any work which would impair the structural integrity or mechanical systems of any Building, lessen the support of any portion of the Condominium, or jeopardize the soundness or safety of the Property. No Unit Owner shall impair any easement or hereditament therein without the unanimous consent of all the Unit Owners affected thereby. No Unit Owner shall alter any of the Common Elements, change the appearance of the Common Elements, make any improvements or additions to the Common Elements, or change the exterior appearance of his Unit (including, but not limited to, the exterior surfaces of doors, plantings around patios and landscaping) or any other portion of the Condominium without the prior written approval of the Association, subject however to the rights described below in subparagraph (b) with respect to the installation or erection of decks or patios.

(b) Decks or Patios. Notwithstanding the terms of paragraph (a) above, a Unit Owner may install or erect a deck or patio ("Improvement") upon the Common Elements appurtenant to the first floor Units of the Condominium only upon the prior consent of the Executive Board. As a condition precedent to such consent, the Unit Owner shall follow the procedures and satisfy the requirements set forth below as well as any applicable rules and regulations as may be adopted by the Board of Directors.

(i) Application Procedure. The Unit Owner must submit an application to the Executive Board by certified mail, return receipt requested containing the information set forth below:

(A) a physical description of the Improvement requested to be erected or installed upon the Common Elements appurtenant to the Unit including the nature, kind, shape, height, materials, finish and color as well as the proposed location of the Improvement;

(B) a full copy of all plans and specifications of the Improvement and any work necessary to erect or install the Improvement;

(C) if a contractor, architect or engineer, materialman, supplier, or any other person ("Installer") has been or will be engaged in connection with the erection or installation of the Improvement, the name of the Installer, a copy of the Installer's insurance certificate of liability, and a waiver of liens in form acceptable to the Executive Board executed by the Installer; and

(D) evidence acceptable to the Executive Board that Unit Owner has obtained all necessary governmental permits and approvals for such Improvement.

(ii) Review Procedures.

(A) The Executive Board shall have the right to impose conditions on any approval granted, to review the plans to determine whether they are harmonious and compatible with the Condominium, to establish design criteria and standards for the installation or erection of the Improvement to the Common Elements of the Condominium, and to grant waivers from design criteria and standards according to procedures and subject to the conditions established by the Executive Board.

(B) The Executive Board shall have the right to request additional information, plans and materials concerning the proposed Improvement.

(C) In the event the Executive Board fails to approve, with or without conditions, or deny the application within forty-five (45) days from the date all plans, documents and other information required by the above sub-paragraph (b) or otherwise by the Executive Board are required to be submitted as set forth above, approval will be deemed to have been denied.

(D) The Executive Board shall have the power (but no obligation) to assist the Unit Owner-applicant in obtaining the approval of Northampton Township for the commencement of any work or erection or installation of the Improvement.

(E) All costs and expenses incurred by the Association to fulfill the obligations set forth in this application procedure shall be charged to the Unit Owner-applicant as an Assessment.

(iii) Obligations and Liabilities.

(A) The Owners of all Units with Improvements or who have obtained the consent of the Executive Board to erect or install Improvements shall be fully responsible for the installation, erection, repair and maintenance of the Improvements upon the land appurtenant to such Owners' Units and for all costs associated therewith. The failure of such Owners to promptly carry out their maintenance and repair obligations hereunder shall entitle the Association, after notice to such Owners, to perform such maintenance and repairs and levy the costs and expenses incurred by the Association against them as Limited Common Element expenses. All such Owners shall be responsible for the maintenance, trimming and weeding of any planted beds, bushes or trees surrounding the Improvements and any necessary maintenance of the portions of the Building extensions to which the Improvements are attached.

(B) Any alterations to any Improvements must be approved by the Board prior to the making of any such alterations.

(C) The Owners of all Units with Improvements shall obtain comprehensive general liability insurance for their respective Improvements under an "HO6" or similar insurance policy. In order to obtain such insurance policies, such Owners shall present a copy of this Amendment to the Declaration to the insurance company or insurance agent in order to establish such Owner's obligations and liabilities hereunder. In addition to obtaining such insurance, all such Owners hereby agree to defend, indemnify and hold harmless the Association from any demands, claims or suits arising out of the use, construction, erection or maintenance of the Improvements.

(D) The Owners of all Units with Improvements or who have obtained the consent of the Executive Board to erect or install

Improvements, shall require any architect, engineer, or other worker erecting, installing, maintaining or repairing the Improvements to execute a waiver of mechanics liens prior to the commencement of any work on the Improvements.

(E) The obligations and liabilities as set forth herein shall be perpetual and at all times shall be deemed to be and shall be construed as covenants which run with the land. All covenants contained herein shall be construed to burden the Owners of all Units with Improvements and their heirs, successors and assigns as the owners of such Units. All covenants contained herein shall also be construed to inure to the benefit of the Association on behalf of the Unit Owners and their respective heirs, successors and assigns as owners of any units within the Condominium and shall be enforceable by the Executive Board of the Association.


2. All other terms, conditions, easements, covenants and exhibits to the Declaration not expressly amended hereby shall remain in full force and effect as if fully set forth herein.

IN WITNESS WHEREOF, the President and Secretary of the Association have set their hands and seal of the Association to this Amendment and certify that this Amendment has been duly adopted in accordance with the Declaration and By-Laws on the day and year first above written.

ATTEST:

CANTERBURY CROFT CONDOMINIUM
ASSOCIATION,
an unincorporated association

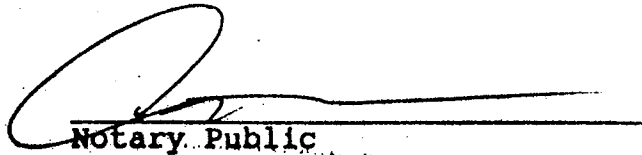
By: 
Secretary

By: 
President

STATE OF PENNSYLVANIA :
COUNTY OF PHILADELPHIA :

On this, the 22nd day of SEPT.,
1988, before me, a Notary Public in and for the Commonwealth of
Pennsylvania, the undersigned officer, personally appeared
James E. Schuler, who acknowledged himself to
be the President of CANTERBURY CROFT CONDOMINIUM ASSOCIATION, an
unincorporated association, and that he as such President, being
authorized to do so, executed the foregoing instrument for the
purposes therein contained by signing the name of the association
by himself as President.

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


Notary Public

My Commission Expires:

NEWTOWN TOWNSHIP, MERCER COUNTY
MY COMMISSION EXPIRES FEB 6, 1989
Member Pennsylvania Association of Notaries