

BUCKS COUNTY RECORDER OF DEEDS

55 East Court Street
Doylestown, Pennsylvania 18901
(215) 348-6209

Instrument Number - 2021007342

Recorded On 1/22/2021 At 2:33:12 PM

* Total Pages - 11

* Instrument Type - DEED AGREEMENT - NO PROPERTY TRANSFER

Invoice Number - 1146574 User - TLF

* Grantor - 812 CONDOMINIUM ASSOCIATION

*

* Customer - CLEMONS RICHTER & REISS

* FEEES

RECORDING FEES \$92.75

TOTAL PAID \$92.75

Bucks County UPI Certification
On January 22, 2021 By DW

This is a certification page

DO NOT DETACH

**This page is now part
of this legal document.**

RETURN DOCUMENT TO:
CLEMONS RICHTER & REISS

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



Robin M. Robinson

Robin M. Robinson
Recorder of Deeds

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

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Record and Return to:

William E. Benner
Benner and Wild
174 West State Street
Doylestown, PA 18901
215-230-4900

RECEIVED

2021 JUN 22 P 2:16

BUCKS COUNTY
RECORDER OF DEEDS

Parcel Number: 34-023-002

**SECOND AMENDMENT TO DECLARATION OF
CONDOMINIUM OF 812 CONDOMINIUM, A CONDOMINIUM**

Background.

A. The Declaration of Condominium for "812 Condominium, a Condominium," is dated January 10, 1997 and recorded in the Recorder of Deeds Office of Bucks County at Book 1343, Page 371 ("Declaration").

B. The Declaration at Article IX, Section B(1)(e) and (f) prohibits a Unit Owner from making a structural addition or alteration to its Unit or to the Common Elements without prior consent of the Executive Board and any other Units affected by such addition or alteration; and prohibits a Unit Owner from making an alteration to any outside or exterior portion of a Unit or part of the Common Elements without written consent of the Executive Board.

C. On June 11, 2019, the Board of Supervisors of Plumstead Township voted unanimously to authorize the enlargement of Unit 5 (the "Expansion Plans"). The Unit's approved expansion plans are illustrated and depicted upon a certain Land Development Waiver Plan prepared by Van Cleef Engineering Associates dated May 30, 2008, last revised April 11, 2019 (the "Plan"). A copy of the Plan is attached as Exhibit A.

D. The Expansion Plans for Unit 5 are substantially similar to the plans previously approved by the Executive Board of the 812 Condominium on January 8, 2009, as referenced in the First Amendment to the Declaration recorded March 10, 2009 at Instrument Number 2009016709. The Owner of Unit 5 never implemented those plans.

E. On or about August 19, 2019, the Executive Board met to review the Expansion Plans for Unit 5 and resolved unanimously to approve them.

F. The terms set forth below formally amend the Declaration, the Declaration Plan and Plat.

NOW, THEREFORE, the Declaration, the Declaration Plan and Plat are hereby amended as follows:

1. Paragraphs A through F, above, are incorporated herein by reference.

2. Article IX, Section B(1)(e) and (f) are amended to authorize the Owner of Unit 5 to make structural alterations to Unit 5, to modify its boundaries, and to modify the Common Elements as illustrated on Exhibits B and C.

3. Exhibit B, the revised Declaration Plan, replaces and supersedes the Declaration Plan originally made part of the Declaration. Exhibit C, the revised Declaration Plat, replaces and supersedes the Declaration Plat originally made part of the Declaration. Exhibits B and C depict and illustrate Unit 5's enlarged title lines and includes the elements set forth in the Declaration at Article IV, Section B. 1 through 4.

4. Notwithstanding the definition of Unit, the boundaries thereof and or the ownership of the Unit or the Common Elements as depicted on the Plan and defined in the Declaration, for a period of five (5) years from the date of completion of all construction of Unit 5 (as signified by the issuance of permanent certificates of occupancy) the Owner of Unit 5 shall be solely and fully responsible for all present and future maintenance, repair and replacement of all exterior and interior, structural or non-structural parts, components, walls, floors and finishes of Unit 5, including but not limited to all windows, doors, siding, façade, roofing, gutters, downspouts and utility components thereof; provided that the foregoing shall not apply to any Common Element unaffected by construction to Unit 5. At the expiration of the foregoing five (5) year period, the Association's responsibilities shall be as set forth in the Declaration.

5. The Executive Board hereby adjusts the percentage of ownership of the Common Elements based upon the enlarged title lines for Unit 5 as follows:

a. Unit 1: 4.75%

- b. Unit 2: 4.30%
- c. Unit 3: 4.41%
- d. Unit 4: 6.35%
- e. Unit 5: 19.55%
- f. Unit 6: 21.23%
- g. Unit 7: 13.17%
- h. Unit 8: 12.91%
- i. Unit 9: 13.33%

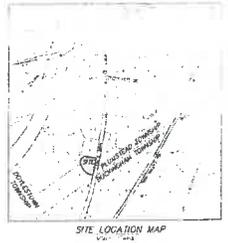
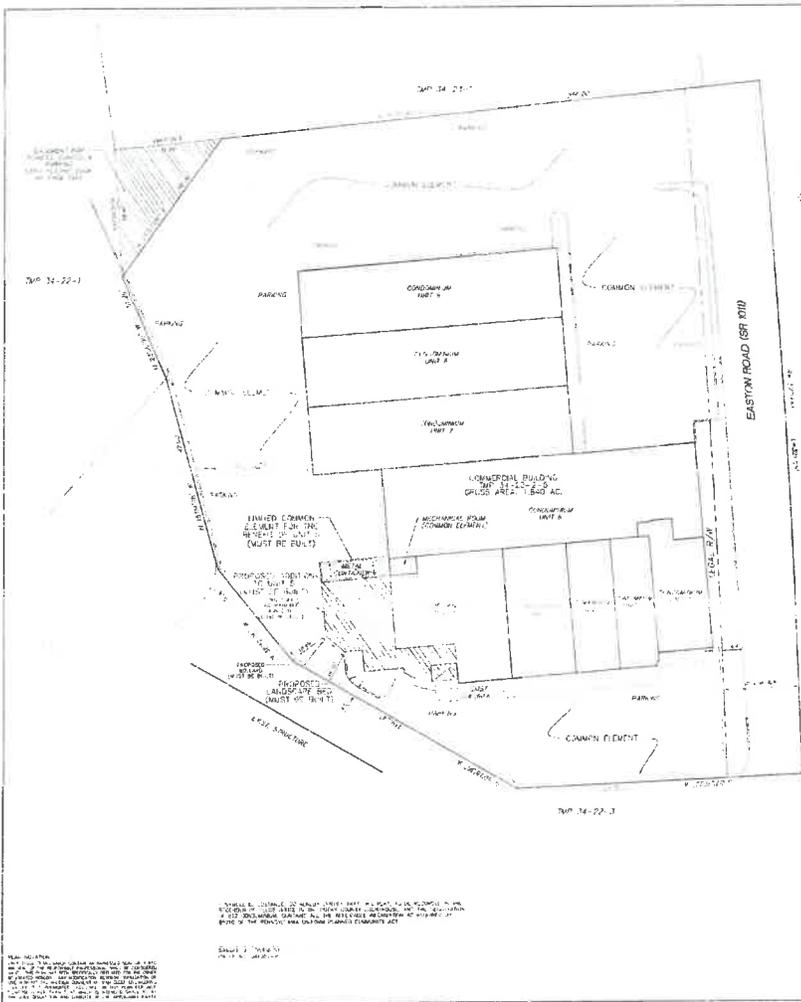
6. Before any construction is undertaken in furtherance of the Expansion Plans, the Owner of Unit 5 shall obtain all permits or approvals from all governmental agencies and authorities exercising jurisdiction over the Expansion Plans including, but not limited to Plumstead Township.

7. Before any construction is undertaken in furtherance of the Expansion Plans, the Owner shall provide to the Association, certificates of insurance for any contractor and subcontractor performing work on Unit 5, which certificates of insurance shall name the Association and BC Property Management as additional insured.

8. Before any construction is undertaken in furtherance of the Expansion Plans, the Owner shall cause all contractors, subcontractors, and materialmen to provide to the Association, waivers of liens in a form acceptable to the Association.

9. The Owner of Unit 5 shall undertake best efforts to minimize any interference with proper use and access by Unit Owners, and their invitees during construction, and shall stage equipment, materials, supplies construction materials/dumpsters as directed by the Association.

10. The Owner of Unit 5 shall release, indemnify and hold harmless the Association, its officers, directors, members, agents, heirs and assigns, from and against any liability of whatsoever nature, including but not limited to injury to person or property or the filing of any lien, arising in connection with the planning, design, construction, maintenance, repair and or replacement of Unit 5. The Owner of Unit 5 shall also shall release, indemnify and hold harmless the Association, its officers, directors, members, agents, heirs and assigns, from and against any liability of



DECLARATION PLAT NOTES

1. THE DEVELOPER HAS CAUSED THE PREPARED PLAT TO BE PREPARED BY A LICENSED SURVEYOR AND THE DEVELOPER HAS CAUSED THE PREPARED PLAT TO BE PREPARED BY A LICENSED SURVEYOR AND THE DEVELOPER HAS CAUSED THE PREPARED PLAT TO BE PREPARED BY A LICENSED SURVEYOR.
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<p>Van Cleef ENGINEERING ASSOCIATES</p> <p>1000 W. 10th Street, Suite 100 P.O. Box 1000 Plymouth, MN 55441 Phone: 763-479-1100 Fax: 763-479-1101 www.vancleef.com</p>	
<p>DATE: 11/21/2021</p> <p>BY: [Signature]</p>	<p>CONDOMINIUM DECLARATION PLAT</p> <p>SITE: CONDOMINIUM</p> <p>TWP: 34-22-3</p> <p>RANGE: 10E</p> <p>SECTION: 10</p> <p>BUCKLE COUNTY, MINNESOTA</p>

812 Condo Association 11/21/2021
Executive Board President
X Nyle Doehmann