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FIFTH AMENDMENT TO DECLARATION OF CONDOMINIUM FOR
SARATOGA OFFICE CENTER, A CONDOMINIUM

THIS FIFTH AMENDMENT TO DECLARATION OF CONDOMINIUM ("Amendment") is made as of the 15th day of June, 1995, by Saratoga Office Center, A Condominium, Owners' Association (the "Association"), Saratoga Properties, a Pennsylvania general partnership (the "Declarant"), Saratoga Joint Venture, a Pennsylvania joint venture (the "Successor Declarant") and each of the undersigned Unit Owners of Saratoga Office Center, A Condominium (the "Unit Owners").

Recitals:

The background to this Amendment is as follows:

A. Pursuant to a certain Declaration of Condominium dated June 15, 1988 and Declaration Plats and Plans, recorded June 16, 1988, in Dauphin County Record Book 1130, Page 20, and Plan Book P, Volume 4, Page 51 respectively, the Declarant created a flexible condominium known as Saratoga Office Center, A Condominium (the "Condominium"), located in Susquehanna Township, Dauphin County, Pennsylvania.

B. On August 31, 1988, the Declarant amended the Declaration of Condominium pursuant to a First Amendment to Declaration of Condominium recorded August 31, 1988 in Dauphin County Record Book 1167, Page 561. On June 6, 1990, the Association amended The Declaration of Condominium pursuant to a Second Amendment to Declaration of Condominium recorded June 6, 1990 in Dauphin County Record Book 1434, Page 191. On September 28, 1990, the Association amended the Declaration of Condominium pursuant to a Third Amendment to Declaration of Condominium recorded September 28, 1990 in Dauphin County Record Book 1482, Page 206. On November 18, 1993, the Association amended the Declaration of Condominium pursuant to a Fourth Amendment to Declaration of Condominium recorded November 18, 1993 in Dauphin County Record Book 2106, Page 085. The Declaration of Condominium and Declaration Plans referred to in Paragraph A above and the First, Second, Third and Fourth Amendments to Declaration of Condominium and amendments to the Declaration Plans referred to in this Paragraph B are hereinafter collectively referred to as the "Declaration."

C. On March 9, 1990, the Declarant transferred Special Declarant Rights in and to Tract 3 of the Condominium to Saratoga Joint Venture, pursuant to a Partial Assignment of Special Declarant's Rights recorded on March 16, 1990 in Dauphin County Record Book 1396, Page 336.

D. Pursuant to Articles XV and XVI of the Declaration, the Declarant explicitly reserved the option to contract the Condominium by withdrawing "Withdrawable Real Estate" or to convert "Convertible Real Estate" to the Condominium until the seventh anniversary of the recording of the Declaration.

E. Tract 2 and Tract 3 are both identified in the Declaration as "Convertible/Withdrawable Real Estate."

F. The parties wish to amend the Declaration to extend the time period in which the Declarant or its successor shall have right to withdraw or convert Tract 2 and Tract 3 of the Condominium, for an additional six (6) month period, until December 15, 1995, inclusive, and to confirm the extension of the Special Declarant Rights for an equal period of time.

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

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Recitals. The Recitals set forth above are incorporated herein by reference as though fully set forth at length.

2. Section 15.1. The first two sentences of Section 15.1 of the Declaration are hereby amended and restated as follows:

Declarant hereby explicitly reserves an option until December 15, 1995 to contract the Condominium from time to time in compliance with Section 3212 of the Act without the consent of any unit owner or Mortgagee. The option to contract may be terminated prior to such date only upon the filing of an amendment to this Declaration by the Declarant expressly terminating this reservation.

The remaining provisions of Section 15.1 of the Declaration shall remain in full force and effect.

3. Section 16.1. The first two sentences of Section 16.1 of the Declaration are hereby amended and restated as follows:

Declarant hereby explicitly reserves an option until December 15, 1995 to convert all or any portion of the Convertible Real Estate to units, Limited Common Elements, 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 or Mortgagee. The option to convert may be terminated prior to such date only upon the filing of an amendment to this Declaration by the Declarant expressly terminating this reservation.

The remaining provisions of Section 16.1 of the Declaration shall remain in full force and effect.

4. Section 16.2. Section 16.2 of the Declaration is amended and restated in its entirety as follows:

Section 16.2 Assurances. Declarant makes no assurances as to location of Buildings or other improvements on the Convertible Real Estate. At such time as the Condominium is expanded to include the Convertible Real Estate, the maximum number of units per acre on the Convertible Real Estate as an aggregate will be no more than permitted by applicable federal, state and local law. The maximum percentage of the aggregate and the floor area of all units that may be created on the Convertible Real Estate that may be occupied by Units not restricted exclusively to residential use, if such Convertible Real Estate is added to the Condominium, is as permitted by applicable federal, state and local law. Any buildings to be constructed on the Convertible Real Estate and units therein will not necessarily be compatible in quantity, size, materials, architectural style and structure type with Buildings and Units on the Property. Declarant expressly reserves the right to designate Common Elements in the Convertible Real Estate which may be assigned subsequently as Limited Common Elements. Declarant makes no assurances as to type, size, maximum number of such Common Elements or Limited Common Elements or proportion of Limited Common Elements to Units. Likewise, Declarant makes no assurances with regard to any improvements and Limited Common Elements that may be made or created upon or within the Convertible Real Estate, except as expressly set forth herein. The reallocation of Percentage Interests in the Convertible Real Estate and the Property shall be computed as provided herein. All restrictions in this

Declaration affecting use, occupancy and alienation of Units shall apply to Units created in the Convertible Real Estate.

5. Invalidity. In the event that any one or more provisions contained in this Amendment which extends the dates to convert Convertible Real Estate or to withdraw Withdrawable Real Estate, shall for any reason be held or determined to be invalid, illegal or unenforceable in any respect, then this Amendment shall be deemed to be a withdrawal of Tract 2 and Tract 3 from the Condominium as of the Effective Date hereof, in which event the following provisions shall control as of the Effective Date hereof:

5(a) Pursuant to the provisions of Article XV of the Declaration and Section 3212 of the Act, Declarant and Successor Declarant hereby withdraw Tract 2 and Tract 3, respectively, of the Condominium (as identified on Exhibit D to the Declaration) including all of the improvements erected thereon, from the provisions of the Act and from the Condominium and declares that the same shall no longer be a part of the Condominium.

5(b) The allocation of common element interests in the remaining property of the Condominium shall be as set forth in the Declaration prior to this Amendment.

5(c) The term "Plats and Plans" as defined in Section 1.1(o) of the Declaration shall henceforth mean the Plats and Plans attached to the Declaration as Exhibit B, excluding all references to Tract 2 and Tract 3.

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

6. Effective Date. This Amendment shall be effective at the time of recordation in the Recorder of Deeds Office of Dauphin County, Pennsylvania.

7. Headings. Paragraph headings in this Amendment are inserted for convenience of reference only and shall not be construed in interpreting this Amendment.

8. Full Force and Effect. Except as specifically modified herein, the Declaration remains in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the undersigned have duly executed this Amendment as of the day and year first above written.

ATTEST:

Saratoga Office Center, A
Condominium, Owners' Association

(Asst.) Secretary

By: *Paul & Paul*
~~(Vice)~~ President

WITNESS:

DECLARANT
Saratoga Properties, a Pennsylvania
general partnership

By: _____
General Partner

WITNESS:

SUCCESSOR DECLARANT
Saratoga Joint Venture, a
Pennsylvania general partnership,
BY: Saratoga Properties, a joint
venturer

By: _____
General Partner

BY: Central Penn Capital
Investments, a joint venturer

By: _____
General Partner

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8. Full Force and Effect. Except as specifically modified herein, the Declaration remains in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the undersigned have duly executed this Amendment as of the day and year first above written.

ATTEST: Saratoga Office Center, A
Condominium, Owners' Association

(Asst.) Secretary By: _____
(Vice) President

WITNESS: DECLARANT
Saratoga Properties, a Pennsylvania
general partnership

Rosa M. Long By: Alvin Firestone
General Partner

WITNESS: SUCCESSOR DECLARANT
Saratoga Joint Venture, a
Pennsylvania general partnership,
BY: Saratoga Properties, a joint
venturer

Rosa M. Long By: Alvin Firestone
General Partner

BY: Central Penn Capital
Investments, a joint venturer

Rosa M. Long By: William A. Healdner
General Partner

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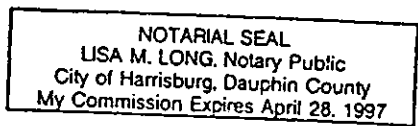
COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF Dauphin : SS:

On this the 15th day of June, 1995, before me, a Notary Public, the undersigned officer, personally appeared Arnold Shrenold, (Vice) President of Saratoga Office Center, a Condominium Owners' Association, who acknowledged himself to be the President of Saratoga Office Center, A Condominium, Owners' Association, and that he, as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Lisa M. Long
Notary Public
My Commission Expires:
(SEAL)



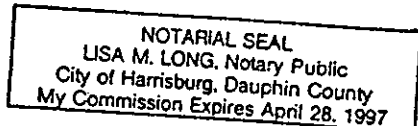
COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF Dauphin : SS:

On this the 15th day of June, 1995, before me, a Notary Public, the undersigned officer, personally appeared Alvin Firestone, general partner of Saratoga Properties, a Pennsylvania general partnership, who acknowledged himself to be general partner of Saratoga Properties, a Pennsylvania general partnership, and that he, as such general partner, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Lisa M. Long
Notary Public
My Commission Expires:
(SEAL)

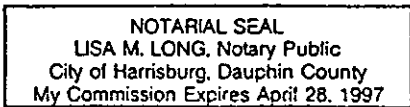


COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF Dauphin : SS:
:

On this the 15th day of June, 1995, before me, a Notary Public, the undersigned officer, personally appeared Alvin Firestone, general partner of Saratoga Properties, a joint venturer of Saratoga Joint Venture, a Pennsylvania general partnership, who acknowledged himself to be general partner of Saratoga Properties, a joint venturer of Saratoga Joint Venture, and that he, as such general partner, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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



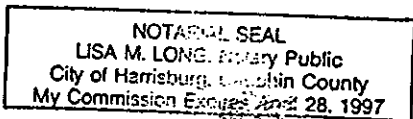
Lisa M. Long
Notary Public
My Commission Expires:
(SEAL)

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF Dauphin : SS:
:

On this the 15th day of June, 1995, before me, a Notary Public, the undersigned officer, personally appeared Dan A. Weidner, general partner of Central Penn Capital Investments, a joint venturer of Saratoga Joint Venture, a Pennsylvania general partnership, who acknowledged himself to be general partner of Central Penn Capital Investments, a joint venturer of Saratoga Joint Venture, and that he, as such general partner, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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



Lisa M. Long
Notary Public
My Commission Expires:
(SEAL)

SIGNATURE AND ACKNOWLEDGEMENT PAGE TO
FIFTH AMENDMENT TO DECLARATION OF CONDOMINIUM FOR
SARATOGA OFFICE CENTER

WITNESS:

Christy Warfel, RMA

[Signature]
Scott D. Mueller (Unit #100)

[Signature]

Renee S. Mueller
Renee S. Mueller (Unit #100)

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Dauphin : SS.:
:

On this, the 15th day of June, 1995, before me, a Notary Public, the undersigned officer, personally appeared Scott D. Mueller and Renee S. Mueller known to me (or satisfactorily proven) to be the persons named in the foregoing instrument, and acknowledged that they executed the same for the purposes therein contained.

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

Tammy L. Heim
Notary Public
My Commission Expires:
(SEAL)

Notarial Seal
Tammy L. Heim, Notary Public
Lemoyne Boro, Cumberland County
My Commission Expires Sept. 18, 1995
Member, Pennsylvania Association of Notaries

SIGNATURE AND ACKNOWLEDGEMENT PAGE TO
FIFTH AMENDMENT TO DECLARATION OF CONDOMINIUM FOR
SARATOGA OFFICE CENTER

WITNESS:

Reigler and Shienvold Real Estate
Partnership (Unit #200 and 200A)

Nicole Morison

By:

Arnold Shienvold

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF

Dauphin

: SS:

On this the 15th day of June, 1995,
before me, a Notary Public, the undersigned officer, personally
appeared Arnold Shienvold, General Partner of
Reigler and Shienvold Real Estate Partnership, a
Pennsylvania general partnership, who acknowledged himself to
be a general partner, of Reigler & Sheinvold, and
that he, as such general partner, being authorized to do
so, executed the foregoing instrument for the purposes therein
contained.

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

Lisa M. Long

Notary Public
My Commission Expires:
(SEAL)

NOTARIAL SEAL
LISA M. LONG, Notary Public
City of Harrisburg, Dauphin County
My Commission Expires April 28, 1997

SIGNATURE AND ACKNOWLEDGMENT PAGE TO
FIFTH AMENDMENT TO DECLARATION OF CONDOMINIUM FOR
SARATOGA OFFICE CENTER

WITNESS/ATTEST:

2151 LINGLESTOWN ROAD ASSOCIATES
(Unit #300)

Kathryn L. Smith

W. Russell Faber

COMMONWEALTH OF PENNSYLVANIA

:
:
:

SS:

COUNTY OF DAUPHIN

On this the ^{15th}~~14th~~ day of June, 1995, before me, a Notary Public, the undersigned officer, personally appeared W. Russell Faber, Managing Partner of 2151 Linglestown Road Associates, a Pennsylvania Partnership, who acknowledged himself to be the Managing Partner of 2151 Linglestown Road Associates, and that he, as such Managing Partner, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

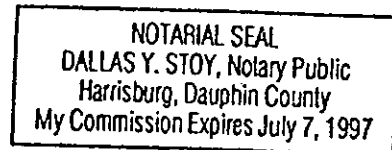
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Dallas Y. Stoy

Notary Public

My Commission Expires:

(SEAL)



SIGNATURE AND ACKNOWLEDGEMENT PAGE TO
FIFTH AMENDMENT TO DECLARATION OF CONDOMINIUM FOR
SARATOGA OFFICE CENTER

WITNESS/~~ATTEST~~:

Harrisburg Medical
Management, Inc. (Unit #300A)

Rosa M. Long

By: P. W. Guarnesechelli
Dir. General Services. CHS

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF Dauphin : SS:

On this the 15th day of June, 1995,
before me, a Notary Public, the undersigned officer, personally
appeared P. W. Guarnesechelli, Dir. General Services of
Harrisburg Medical Management, Inc., a
Pennsylvania Corporation, who acknowledged himself to
be ~~(Vice) President, of Harrisburg Medical Management, Inc., and~~
that he, as such Dir. Gen Services, being authorized to do
so, executed the foregoing instrument for the purposes therein
contained.

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

Rosa M. Long

Notary Public
My Commission Expires:
(SEAL)

NOTARIAL SEAL
LISA M. LONG, Notary Public
City of Harrisburg, Dauphin County
My Commission Expires April 28, 1997