05-15-CD
Wolf Run vs. Louis McDonald etal

vs. LOUIS W. MCDONALD, Ftal.

Wolf Run Et Al v. Louis McDonald Et Al
2005-015-CD

Wolf Run Manor Association, Inc., Silverwoods Association, Inc. vs. Louis W. McDonald, Group Wise, Inc.

Civil Other

Date		Judge
01/04/2005	New Case Filed.	No Judge
	Filing: Civil Complaint Paid by: George R. Hludzik, Esq. Receipt number: 1893216 Dated: 01/04/2005 Amount: $85.00 (Check) 2 CC to Shff.	No Judge
02/04/2005	Preliminary Objections, filed on behalf of Group Wise, Inc., filed by s/Marshall E. Anders, Esq. No CC	No Judge
02/22/2005	Amended Complaint, filed by s/ George R. Hludzik, Esquire. No CC	No Judge
02/23/2005	Sheriff Return Now, Jan. 11, 2005 Sheriff of Mercer Co. served Complaint of Group Wise, Inc. No Feb. 4, 2005 return marked "Not Found" as to Louis W. McDonald. So Answers, Chester A. Hawkins, Sheriff, by s/ Marilyn Hamm	No Judge
03/01/2005	Certificate of Service, copy of plaintiff's Amended Complaint endorsed with a Notice to Plead upon Marshall E. Anders, Esquire, and W. Louis McDonald, on Feb. 16, 2005. 4CC to Atty	No Judge
03/11/2005	Preliminary Objections to Amended Complaint, filed by s/Marshall Anders, Esq. One CC Attorney	No Judge
	Acceptance of Service By Defendant, of Complaint. Filed by s/ W. Louis McDonald, NO CC	No Judge
03/24/2005	Answer To Preliminary Objections To Amended Complaint, filed by s/ George R. Hludzik, Esquire. No CC	No Judge
	Certificate of Service, copy of Plaintiffs' Answer to Preliminary Objections to Amended Complaint and Brief upon Marshall E. Anders, Esquire, and W. Louis McDonald, on March 22, 2005. Filed by s/ George R. Hludzik, Esquire. No CC	No Judge
04/01/2005	Certificate of Service, 10 day Notice of Praecipe for Entry of default Judgment upon W. Louis McDonald, on March 30, 2005. Filed by s/ George R. Hludzik, Esquire. No CC	No Judge
04/08/2005	Order, AND NOW, this 8th day of April, 2005, upon consideration of the Preliminary Objections to Amended Complaint filed by the Defendant Group Wise, Inc., in the above captioned matter, argument is scheduled for the 4th day of May, 2005 at 2:30 p.m. Courtroom No. 1, Clfd. Co. Courthouse. BY THE COURT: /s/ Fredric J. Ammerman, Judge. 3CC Atty Anders	Fredric Joseph Ammerman
04/14/2005	Filing: Judgment Paid by: Hludzik, George R. (attorney for Wolf Run Manor Association, Inc.) Receipt number: 1899431 Dated: 4/14/2005 Amount: $20.00 (Check) Judgment entered against Louis W. McDonald (ONLY) in the amount of $876,287.33 Notice to Defendant McDonald and Statement to Atty.	Fredric Joseph Ammerman
04/15/2005	Certificate of Service, April 13, 2005, Reply Memorandum of Law, upon George R. Hludzik, Esquire. Filed by s/ Mary B. Jezierski, Esquire. No CC	Fredric Joseph Ammerman
05/06/2005	Order, AND NOW, this 6th day of May, 2005, it is ORDER of the Court, argument on Def.'s Preliminary Objections has been rescheduled from May 4, 2005 to Wednesday, June 8, 2005 at 11:00 A.M., By the Court, Fredric J. Ammerman, 2CC Atty Anders	Fredric Joseph Ammerman

Current Judge: Fredric Joseph Ammerman

Wolf Run Manor Association, Inc., Silverwoods Association, Inc. vs. Louis W. McDonald, Group Wise, Inc.

Civil Other

Date		Judge
05/06/2005	Order, NOW, this 4th day of May, 2005, this being the date set for argument on the Preliminary Objections to Amended Complaint filed on behalf of Def. Group Wise, Inc; it is the Order of the Court that the matter be and is hereby CONTINUED. Counsel for the said def. shall be responsible for serving a copy of the new scheduling order upon other parties of interest. BY THE COURT: /s/ Fredric J. Ammerman, President Judge. 1CC Attys: G. Hludzik, M. Anders, 1CC Def. W. Louis McDonald	Fredric Joseph Ammerman

COURT OF COMMON PLEAS OF THE FORTY-SIXTH JUDICIAL DISTRICT
COMMONWEALTH OF PENNSYLVANIA - CLEARFIELD COUNTY
CIVIL ACTION

FILED Atty pd. 85.00
m/2:30 BL
JAN 04 2005 2cc Shff
William A. Shaw
Prothonotary/Clerk of Courts

WOLF RUN MANOR ASSOCIATION, INC., and SILVERWOODS ASSOCIATION, INC.	:	
Plaintiffs	:	
vs.	:	No.: 05-15-CD ~~CIVIL 2004~~
LOUIS W. MCDONALD and GROUP WISE, INC.,	:	
Defendants	:	

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP

Keystone Legal Services
211 ½ E. Locust Street
Clearfield, PA 16830
(800) 326-9177

GEORGE R. HLUDZIK, ESQUIRE
Counsel for the Plaintiffs

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COURT OF COMMON PLEAS OF THE FORTY-SIXTH JUDICIAL DISTRICT
COMMONWEALTH OF PENNSYLVANIA - CLEARFIELD COUNTY
CIVIL ACTION

WOLF RUN MANOR ASSOCIATION, INC., and SILVERWOODS ASSOCIATION, INC.,	:	
Plaintiffs	:	
vs.	:	No.: CIVIL 2004
W. LOUIS MCDONALD and GROUP WISE, INC.,	:	
Defendants	:	

COMPLAINT

NOW COMES Plaintiffs, WOLF RUN MANOR ASSOCIATION, INC., and SILVERWOODS ASSOCIATION, INC., by and through their counsel, George R. Hludzik, Esquire, hereby make the within complaint against the Defendants, W. LOUIS MCDONALD and GROUP WISE, INC., and in support thereof, states, for its cause of action, the following:

1. Plaintiff, WOLF RUN MANOR ASSOCIATION, INC., ("WOLF RUN") is a non-profit corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania and has a principal address of business at 1129 Treasure Lake, DuBois, Clearfield County, Pennsylvania 18501.

2. Plaintiff, SILVERWOODS ASSOCIATION, INC., ("SILVERWOODS") is a

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non-profit corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania and has a principal address of business at 1129 Treasure Lake, DuBois, Clearfield County, Pennsylvania 18501.

3. Wolf Run and Silverwoods (collectively he "Associations") own, maintain and administer time-share units as well as the common areas and facilities (the "Common Facilities") in the private real estate subdivision known as Treasure Lake, Dubois, Clearfield County, Pennsylvania.

4. Defendant, W. LOUIS MCDONALD, is an adult individual who Plaintiffs believe resides at P.O. Box 412, Gatlinburg, Tennessee 37738. It is further believed and averred that Defendant, W. Louis McDonald maintains or utilizes addresses at P.O. Box 128, Byesville, Ohio 43723; RR #8 Box 193, Athens, Alabama 35614; and P.O. Box 1152, Hermitage, Pennsylvania 16148. Plaintiff additionally believes and avers that Defendant, W. LOUIS MCDONALD, maintains the following addresses at 207 Cumberland Trace, Nashville, TN 37214; and under the name of Resort Marketing Company, 313 Circle Drive, Gatlinburg, TN 37738, and 1039 Parkway, Gatlinburg, TN 37738.

5. Defendant, GROUP WISE, INC., is a corporation having addresses and/or principal places of business at the following locations: 322 Nancy Lynn Lane, Knoxville, Tennessee 37950; P.O. Box 412, Gatlinburg, TN 37738; 9 Dartmouth Drive, Building 4, Marshalls Creek, Pennsylvania 18335; 3090 South Hermitage Road, Hermitage, Pennsylvania 16148; and P.O. Box 1152, Hermitage, Pennsylvania 16148.

6. Defendant, Group Wise, Inc., obtained title to 392 time-share weeks in various Wolf Run and Silverwoods units in the Treasure Lake Development.

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7. In every case within a period of one year, Defendant, Group Wise, Inc., transferred the time-share units to Defendant, W. Louis McDonald. A true and correct listing of each property, the Deed Book and Page numbers, and dates of these deeds, as recorded in the Office of the Recorder of Deeds in and for Luzerne County, are attached hereto, made a part hereof, and marked as Exhibit "A".

8. These units were purchased and/or transferred subject to certain express Declarations, covenants, conditions and restrictions (the "COVENANTS") of record which are contained in the Deed.

9. The predecessor in title to the Defendants, intended that the Covenants run with the land. The Covenants are also equitable servitudes which bind the time-share units. The Covenants for Wolf Run Association, Inc., provide, in part, as follows:

> XIII. MAINTENANCE FEES, ASSESSMENTS, MEMBERSHIP FEES, RECREATION FEE MAINTENANCE FEES.
>
> The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sum or sums necessary and adequate as maintenance fees to provide for the common expenses of the Townhouse. The maintenance fees shall be levied against each Townhouse Unit Owner as provided for in Article VII of this Declaration. The maintenance fee shall be due and payable annually (if the interval ownership is not financed by seller).
>
> Reasonable attorneys' fees incurred by the Association incident to the collection of such assessments, maintenance fee and membership fee or the enforcement of such liens ... shall be payable by the Unit Owner and secured by such lien.

The Covenants for Silverwoods Association, Inc., provide, in part, as follows:

> XIII. MAINTENANCE FEES, ASSESSMENTS, MEMBERSHIP FEES, RECREATION FEE MAINTENANCE FEES.

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> The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sum or sums necessary and adequate as maintenance fees to provide for the common expenses of the Townhouse. The maintenance fees shall be levied against each Townhouse Unit Owner as provided for in Article VII of this Declaration. The maintenance fee shall be due and payable annually (if the interval ownership is not financed by seller).
>
> Reasonable attorneys' fees incurred by the Association incident to the collection of such assessments, maintenance fee and membership fee or the enforcement of such liens ... shall be payable by the Unit Owner and secured by such lien.

In accordance with the above recited Covenants, Plaintiff, Associations were formed and designated as the Subdivisions' association of property owners.

10. The Covenants contain no express prohibition against annual dues, and/or assessments; to the contrary, the Covenants require the payment of annual dues and assessments to the Associations.

11. The Associations collect the dues and assessments, as required by the Covenants, in order that the Association may meet their budgetary needs and fulfill their duties to maintain and administer the time-share units and the common areas.

12. The Association have adopted Bylaws which require the Defendants to pay annual dues, assessments and other charges to the Associations. A copy of the Bylaws for Wolf Run and Silverwoods are attached hereto, incorporated herein and marked as Exhibit " B-1" and "B-2" respectively.

13. The Associations, in compliance with the requirements of their Bylaws, have established dues and/or assessments annually.

14. From 1995 until the present, the Associations have established, charged and billed dues, assessments and other charges to the Defendants of which $345,522.95 remains unpaid to

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Silverwoods Association, Inc., and $530,764.38 remains unpaid to Wolf Run Manor Association, Inc.

15. The Associations have expended funds and has contracted for the provision of essential services and for the operation, maintenance and preservation of the time-share units and Common Elements of the Subdivision solely for the benefit of all owners of time-share units in the Subdivision including Defendants.

16. The expenditure of funds and contracting for essential services by the Associations as aforementioned benefits the users and or potential users of all time-share units in the Subdivision, including Defendants time-share units and affects in a positive manner the property values of the time-share units.

17. The charges billed to the Defendants represents their ratable share of costs for the provision of essential services for the maintenance, operation and preservation of the time-share units and Common Elements by the Associations.

18. The assessments billed to the Defendants remain unpaid.

19. The Associations' Declarations provide that the Associations are entitled to legal fees incurred with the collection of delinquent dues and assessments. (See Exhibits "B-1" and "B-2" at Article XIII).

COUNT 1
BREACH OF COVENANT

20. Paragraphs 1 through 19 above are incorporated herein by reference as if fully set forth at length.

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21. Defendants by accepting delivery of the Deeds and conveyance of the time-share units, promised to comply with the Declarations and Covenants.

22. Defendants, by failing to pay the charges owed the Association as stated above, breached their promise to pay.

23. The Associations are also entitled to any future charges as set by the Associations which will be billed to the Defendants, are due from the Defendants and which remain unpaid at the time of trial.

WHEREFORE, Plaintiffs, Wolf Run Manor Association, Inc., and Silverwoods Association, Inc., respectfully request that judgment be entered in their favor and against the Defendants for an amount of $876,287.33, plus interest, costs, attorney fees and such other relief as the Court deems appropriate. Said sum is in excess of the arbitration limit under the applicable statutes of the Commonwealth of Pennsylvania and the local rules of this Honorable Court.

COUNT II
UNJUST ENRICHMENT

24. Paragraphs 1 through 23 above are incorporated herein by reference as if fully set forth herein.

25. Defendants knew or should have known that the creation of capital reserves, the provision of essential services and the maintenance, operation and preservation of the time-share units and Common Elements by the Associations were undertaken originally at the Associations' expense with the expectation that those expenses ultimately would be paid by time-share unit owners in the Subdivision through the payment of assessments to the Associations.

26. Other time-share unit owners in the Subdivision have paid their ratable share of

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the aforementioned expenditures of the Associations and Defendants knew or should have known of the same.

27. It is inequitable and unconscionable for Defendants to retain the benefits of the expenditures by the Associations without payment of a rateable share of the expenditures.

28. Defendants have been unjustly enriched at the expense of the Associations and ultimately the other time-share unit owners in the Subdivision in the amount of the charges billed and such future charges as remain unpaid at the time of trial.

WHEREFORE, Plaintiffs, Wolf Run Manor Association, Inc., and Silverwoods Association, Inc., respectfully request that judgment be entered in their favor and against the Defendants for an amount of $876,287.33, plus interest, costs, attorney fees and such other relief as the Court deems appropriate. Said sum is in excess of the arbitration limit under the applicable statutes of the Commonwealth of Pennsylvania and the local rules of this Honorable Court.

COUNT III
EASEMENT OWNERSHIP

29. Paragraphs 1 through 28 above are incorporated herein by reference as if fully set forth herein.

30. Defendants are the owners of express and implied rights of easements over all Common Elements of the Subdivision of Treasure Lake, which rights are appurtenant to the ownership of the time-share units.

31. The creation of reserves and the expenditures by the Associations as stated above maintained and improved the lands burdened by the easements of Defendants.

32. As owner of these appurtenant rights of easement over the Common Elements,

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Defendants are obligated to pay a ratable share of the costs of maintenance of the land and improvements burdened by such easements.

WHEREFORE, Plaintiffs, Wolf Run Manor Association, Inc., and Silverwoods Association, Inc., respectfully request that judgment be entered in their favor and against the Defendants for an amount of $876,287.33, plus interest, costs, attorney fees and such other relief as the Court deems appropriate. Said sum is in excess of the arbitration limit under the applicable statutes of the Commonwealth of Pennsylvania and the local rules of this Honorable Court.

COUNT IV
IMPLIED CONTRACT

33. Paragraphs 1 through 32 above are incorporated herein by reference as if fully set forth herein.

34. Prior to taking title to the time-share units, Defendants knew or should have known that they would be expected to pay dues and assessments in order to operate and maintain the time-share units and common elements.

35. Defendants, in purchasing and/or in acquiring time-share units in the Subdivision, impliedly accepted an offer for the provision of various essential services necessary to the Subdivision and Defendants impliedly agreed to pay a proportionate share of the costs of such services.

36. Defendants, by failing to pay the charges as stated above, have breached their implied promise to pay the charges.

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WHEREFORE, Plaintiffs, Wolf Run Manor Association, Inc., and Silverwoods Association, Inc., respectfully request that judgment be entered in their favor and against the Defendants for an amount of $876,287.33, plus interest, costs, attorney fees and such other relief as the Court deems appropriate. Said sum is in excess of the arbitration limit under the applicable statutes of the Commonwealth of Pennsylvania and the local rules of this Honorable Court.

COUNT V
UNIFORM PLANNED COMMUNITY ACT

37. Paragraphs 1 through 36 above are incorporated herein by reference as if fully set forth herein.

38. The Treasure Lake Subdivision is a Planned Community under the Uniform Planned Community Act, 68 Pa.C.S.A. §5101, *et. seq.*

39. Defendants are owners in the Planned Community.

40. The assessments, fees, charges, late fees, interest, expenses and costs associated with the collection of sums which are sought in this complaint came due after February 2, 1997.

41. The Associations' right to collect the assessments, fees, charges, late fees, interest, expenses and costs associated with the collection of sums due is not precluded by the Covenants, Bylaws or plats and plans.

42. The Associations have assessed Defendants as a unit owner for common expenses.

43. The Associations have the authority to collect assessments for common expenses

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from unit owners, as well as fees, charges, late charges, interest, expenses, including attorney's fees, and costs connected with collection of sums due.

WHEREFORE, Plaintiffs, Wolf Run Manor Association, Inc., and Silverwoods Association, Inc., respectfully request that judgment be entered in their favor and against the Defendants for an amount of $876,287.33, plus interest, costs, attorney fees and such other relief as the Court deems appropriate. Said sum is in excess of the arbitration limit under the applicable statutes of the Commonwealth of Pennsylvania and the local rules of this Honorable Court.

COUNT VI
FRAUDULENT TRANSFERS

44. Paragraphs 1 through 43 above are incorporated herein by reference as if fully set forth herein.

45. Group Wise, Inc., operates an alleged vacation plan wherein they seek out and market an alleged alternate vacation plan to owners of time-share units.

46. It is believed and therefore averred that Group Wise, Inc., offers alternative vacations for a period of one year from the time of transfer of the time-share units located in the Wolf Run Manor, Treasure Lake Development.

47. It is believed that predecessors owners of time-share units paid Group Wise, Inc. certain sums of money in order too transfer their time-share units to Group Wise, Inc., and Group Wise, Inc. in return allegedly offers some form of alternative vacation for a one year period.

48. Group Wise, Inc., once titled to the time-share units have been acquired, and

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within a period usually from one month to one year, but in any case prior to the payment of any dues or assessment obligations of the time-share units, transfers said time-share units to Defendant, W. Louis McDonald.

49. Thereafter, W. Louis McDonald continually fails or refuses to pay any outstanding obligations, dues, assessments or other charges for common expenses which are assessed by the Associations.

50. It is believed and therefore averred that the transfer of these time-share units from Group Wise, Inc. to W. Louis McDonald is being made for the purpose of defrauding the Associations and it is further believed and therefore aver that these transfers of time-share units from Group Wise, Inc. to W. Louis McDonald are undertaken in the belief that W. Louis McDonald is "judgment proof".

WHEREFORE, Plaintiffs, Wolf Run Manor Association, Inc., and Silverwoods Association, Inc., respectfully request that judgment be entered in their favor and against the Defendants for an amount of $876,287.33, plus interest, costs, attorney fees and such other relief as the Court deems appropriate. Said sum is in excess of the arbitration limit under the applicable statutes of the Commonwealth of Pennsylvania and the local rules of this Honorable Court. Further, Plaintiffs request your Honorable Court to enter an order requiring Group Wise, Inc., and/or W. Louis McDonald to immediately convey each and every time-share unit own by them to Wolf Run Manor Association, Inc.

COUNT VII
PUNITIVE DAMAGES

51. Paragraphs 1 through 50 above are incorporated herein by reference as if fully

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set forth herein.

52. Pursuant to the uniform Planned Community Act, Punitive damages may be awarded in the case of a willful violation of the Act, the Covenants or the Bylaws. 68 Pa.C.S.A. § 5412.

53. The above described actions of Defendants were taken willfully and maliciously and with reckless disregard of Plaintiff Associations' rights.

WHEREFORE, Plaintiffs, Wolf Run Manor Association, Inc.; and Silverwoods Association, Inc., respectfully request that judgment be entered in their favor and against the Defendants for an amount of $876,287.33, plus interest, costs, attorney fees and such other relief as the Court deems appropriate. Said sum is in excess of the arbitration limit under the applicable statutes of the Commonwealth of Pennsylvania and the local rules of this Honorable Court.

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Counsel for Plaintiffs

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COURT OF COMMON PLEAS
OF THE FORTY-SIXTH JUDICIAL DISTRICT
COMMONWEALTH OF PENNSYLVANIA - LUZERNE COUNTY
CIVIL ACTION

WOLF RUN MANOR ASSOCIATION, INC., and SILVERWOODS ASSOCIATION, INC.,	:	
Plaintiffs	:	
vs.	:	No.: CIVIL 2004
W. LOUIS MCDONALD and GROUP WISE, INC.	:	
Defendants	:	

VERIFICATION

I, ROBERT BREEN, state that I am the President of the Wolf Run Manor Association, Inc., the Plaintiff herein, that I am authorized to make this affidavit on its behalf and that the facts set forth in the foregoing Complaint are true upon my personal knowledge, information and belief.

I understand that my statements are made subject to 18 Pa. Cons. Stat. § 4904 providing for criminal penalties for unsworn falsification to authorities.

Date: 11/16/04

ROBERT BREEN, President

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COMMONWEALTH OF PENNSYLVANIA - LUZERNE COUNTY
CIVIL ACTION

WOLF RUN MANOR ASSOCIATION, INC., and SILVERWOODS ASSOCIATION, INC.,	:	
Plaintiffs	:	
vs.	:	No.: CIVIL 2004
W. LOUIS MCDONALD and GROUP WISE, INC.	:	
Defendants	:	

VERIFICATION

I, KIRBY DORIUS, state that I am a Board Member of the Silverwoods Association, Inc., the Plaintiff herein, that I am authorized to make this affidavit on its behalf and that the facts set forth in the foregoing Complaint are true upon my personal knowledge, information and belief.

I understand that my statements are made subject to 18 Pa. Cons. Stat. § 4904 providing for criminal penalties for unsworn falsification to authorities.

Date: 11-16-04

KIRBY DORIUS, Board Member

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✓	51S	51006551	AC	MCDONALD, W LOUIS	390	1,140.00	054DSRSW	47	200204512 3-14-02	0
✓	51S	51006588	AC	MCDONALD, W LOUIS	390	775.00	054CSRSW	5	200204872 3-22-02	0
✓	51S	51006589	AC	MCDONALD, W LOUIS	390	1,140.00	055DSRSW	2	200120604 11-24-01	0
✓	51S	51006646	AC	MCDONALD, W LOUIS	390	1,505.00	066BSRSW	33	200112250 4-5-01	0
✓	51S	51006673	AC	MCDONALD, W LOUIS	390	775.00	054ASRSW	7	200305009 3-19-03	0
✓	51S	51006794	AC	MCDONALD, W LOUIS	390	1,745.00	052BSRSW	11	200112245 6-23-01	0
✓	51S	51006835	AC	MCDONALD, W LOUIS	390	1,850.00	065DSRSW	41	200006310 4-27-00	0
✓	51S	51006909	AC	MCDONALD, W LOUIS	390	2,510.00	055CSRSW	40	Vol 1912 Pg 589 2-14-98	0
✓	51S	51006939	AC	MCDONALD, W LOUIS	390	1,510.00	052ASRSW	29	200018300 11-11-00	0
✓	51S	? 51006945	AC	MCDONALD, W LOUIS	390	2,510.00	052CSRSW	44	1916 189 2-14-98	0
✓	51S	51006961	AC	MCDOANLD, W LOUIS	390	775.00	052ASRSW	38	200213461 8-1-02	0
✓	51S	51006962	AC	MCDONALD, W LOUIS	390	775.00	053ASRSW	34	200213462 8-1-02	0
✓	51S	51007016	AC	MCDONALD, W LOUIS	390	2,800.37	053BSRSW	44	1852 554 6-6-97	0
✓	51S	51007061	AC	MCDONALD, W LOUIS	390	2,190.00	055BSRSW	1	199905526 3-11-99	0
✓	51S	51007068	AC	MCDONALD, W LOUIS	390	2,510.00	057CSRSW	3	1912 579 2-14-98	0
✓	51S	51007090	AC	MCDONALD, W LOUIS	390	2,510.00	058CSRSW	5	1914 141 5-28-98	0
✓	51S	51007169	AC	MCDONALD, W LOUIS	390	395.00	055DSRSW	42	200322908 11-17-03	0
✓	51S	51007180	AC	MCDONALD, W LOUIS	390	2,510.00	053CSRSW	10	1870 519 7-25-97	0
✓	51S	51007185	AC	MCDONALD, W LOUIS	390	775.00	053BSRSW	1	200208253 3-22-02	0
✓	51S	51007243	AC	MCDONALD, W LOUIS	390	2,510.00	053ASRSW	43	1912 593 2-14-98	0
✓	51S	51007349	AC	MCDONALD, W LOUIS	390	2,465.00	049BSRSW	22	1825 130 2-19-97	0
✓	51S	51007377	AC	MCDONALD, W LOUIS	390	2,510.00	056DSRSW	40	1852 578 5-7-97	0
✓	51S	51007472	AC	MCDONALD, W LOUIS	390	1,495.00	049BSRSW	21	200102530 12-21-00	0
✓	51S	51007566	AC	MCDONALD, W LOUIS	390	2,510.00	049CSRSW	19	1834 163 3-29-97	0
✓	51S	51007807	AC	MCDONALD, W LOUIS	390	0.00	052ASRSW	22	200408718 5-15-04	0
✓	51S	51007983	AC	MCDONALD, W LOUIS	390	2,510.00	049BSRSW	13	1834 160 3-29-97	0
✓	51S	51008055	AC	MCDONALD, W LOUIS	390	2,510.00	051BSRSW	42	1912 591 2-14-98	0
✓	51S	51008061	AC	MCDONALD, W LOUIS	390	1,505.00	051BSRSW	22	200108705 2-28-01	0
✓	51S	51008232	AC	MCDONALD, W LOUIS	390	2,510.00	051DSRSW	40	1970 170 3-25-98	0
✓	51S	51008300	AC	MCDONALD, W LOUIS	390	1,505.00	051ASRSW	23	200106154 3-23-01	0
✓	51S	51008384	AC	MCDONALD, W LOUIS	390	775.00	056DSRSW	18	200213463 8-1-02	0
✓	51S	51008543	AC	MCDONALD, W LOUIS	390	395.00	052CSRSW	15	200305892 4-1-03	0
✓	51S	51008901	AC	MCDONALD, W LOUIS	780	1,540.00	048CSRSW	51	056CSRSW 200207926 3-26-02	24
✓	51S	51008911	AC	MCDONALD, W LOUIS	390	1,505.00	051BSRSW	14	200106153 3-23-01	0
✓	51S	51008927	AC	MCDONALD, W LOUIS	390	1,145.00	048CSRSW	10	200213464 8-1-02	0
✓	51S	51008968	AC	MCDONALD, W LOUIS	390	2,510.00	061ASRSW	1	1912 577 2-14-98	0
✓	51S	51008971	AC	MCDONALD, W LOUIS	390	2,510.00	048CSRSW	4	1852 568 5-7-97	0
✓	51S	51009117	AC	MCDONALD, W LOUIS	390	1,505.00	055CSRSW	9	200108718 5-11-01	0
✓	51S	51009197	AC	MCDONALD, W LOUIS	390	775.00	052ASRSW	1	200211834 7-9-02	0
✓	51S	51009233	AC	MCDONALD, W LOUIS	390	2,185.00	056CSRSW	4	199905523 2-28-99	0
✓	51S	51009327	AC	MCDONALD, W LOUIS	390	1,668.75	052CSRSW	34	200015852 10-6-00	0
✓	51S	51910003	AC	MCDONALD, W LOUIS	390	2,510.00	059ASRSW	2	1852 564 6-6-97	0
✓	51S	51930010	AC	MCDONALD, W LOUIS	390	2,510.00	059BSRSW	17	1852 562 6-6-97	0
✓	51S	51930042	AC	MCDONALD, W LOUIS	390	2,510.00	066BSRSW	43	1852 580 5-7-97	0
✓	51S	51930047	AC	MCDONALD, W LOUIS	390	1,140.00	061CSRSW	47	200115103 7-29-01	0
✓	51S	51930049	AC	MCDONALD, W LOUIS	390	2,185.00	063DSRSW	47	199906696 3-11-99	0
✓	51S	51930066	AC	MCDONALD, W LOUIS	390	2,510.00	055ASRSW	7	1970 162 3-25-98	0
✓	51S	51930144	AC	MCDONALD, W LOUIS	390	2,510.00	064BSRSW	17	1912 599 2-13-98	0
✓	51S	51930149	AC	MCDOANLD, W LOUIS	390	1,505.00	055ASRSW	47	200108706 5-11-01	0
✓	51S	51930150	AC	MCDONALD, W LOUIS	390	1,505.00	047ASRSW	16	200108714 5-11-01	0
✓	51S	51930162	AC	MCDONALD, W LOUIS	390	2,510.00	054BSRSW	17	1912 581 2-14-98	0
✓	51S	51930227	AC	MCDONALD, W LOUIS	390	1,505.00	047ASRSW	37	200106161 3-22-01	0
✓	51S	51930257	AC	MCDONALD, W LOUIS	390	775.00	053ASRSW	44	200211981 7-18-02	0
✓	51S	51940115	AC	MCDONALD, W LOUIS	390	2,510.00	062ASRSW	49	1970 160 3-25-98	0
✓	51S	51940192	AC	MCDONALD, W LOUIS	390	1,505.00	053CSRSW	47	200014294 8-31-00	0
✓	51S	51950087	AC	MCDONALD, W LOUIS	390	775.00	059ASRSW	45	200217380 10-5-02	0
✓	51S	51950158	AC	MCDONALD, W. LOUIS	390	1,140.00	049BSRSW	43	200204513 3-22-02	0
✓	51S	51990219	AC	MCDONALD, W LOUIS	390	395.00	045BSRSW	35	200018302 11-11-00	0
✓	51S	51003095	DB	MCDONALD, W LOUIS	390	2,740.00	068ASRSW	14	1825 182 2-19-97	0
✓	51S	51003192	DB	MCDONALD, W LOUIS	390	3,220.00	068DSRSW	16	1783 468 7-29-96	0
✓	51S	51003404	DB	MCDONALD, W LOUIS	390	2,825.00	067BSRSW	47	1827 53 2-3-97	0
✓	51S	51003813	DB	MCDONALD, W LOUIS	390	3,140.00	063CSRSW	14	1783 483 7-29-96	0
✓	51S	51004048	DB	MCDONALD, W LOUIS	390	2,510.00	067ASRSW	43	1916 345 3-11-98	0
✓	51S	51004232	DB	MCDONALD, W LOUIS	390	2,825.00	062BSRSW	27	1827 49 2-3-97	0
✓	51S	51004268	DB	MCDONALD, W LOUIS	390	2,825.00	063DSRSW	1	1825 222 2-19-97	0
✓	51S	51004423	DB	MCDONALD, W LOUIS	390	2,825.00	065CSRSW	20	1825 92 2-19-97	0
✓	51S	51004565	DB	MCDONALD, W LOUIS	390	2,825.00	062DSRSW	42	1828 329 2-28-97	0

EXHIBIT "A"

20041365 « 9/17/04

1	51S	51003282	AC	MCDONALD, W LOUIS	390	2,510.00	067CSRSW	16	Vol 1879 Pg 481	9/8/97	0
2	51S	51003331	AC	MCDONALD, W LOUIS	390	2,510.00	067BSRSW	12	1913 19	2/14/98	0
3	51S	51003344	AC	MCDONALD, W LOUIS	390	1,505.00	068BSRSW	47	200113081	7-29-01	0
4	51S	51003570	AC	MCDONALD, W LOUIS	390	1,850.00	067BSRSW	7	200003737	3-1-00	0
5	51S	51003655	AC	MCDONALD, W LOUIS	390	395.00	063ASRSW	17	200404051	3-5-04	0
6	51S	51003792	AC	MCDONALD, W LOUIS	390	775.00	065CSRSW	17	20020672	3-26-02	0
7	51S	51003794	AC	MCDONALD, W LOUIS	390	1,140.00	065DSRSW	52	200204168	3-8-02	0
8	51S	51003831	AC	MCDONALD, W LOUIS	390	2,510.00	066CSRSW	13	1912 615	2-13-98	0
9	51S	51003909	AC	MCDONALD, W LOUIS	390	2,510.00	066CSRSW	4	1859 417	7-17-97	0
10	51S	51003947	AC	MCDONALD, W LOUIS	390	2,510.00	064DSRSW	14	1912 583	2-14-98	0
11	51S	51004045	AC	MCDONALD, W LOUIS	390	1,140.00	063BSRSW	8	200115106	8-18-01	0
12	51S	51004112	AC	MCDONALD, W LOUIS	390	2,510.00	067DSRSW	1	1852 566	6-6-97	0
13	51S	51004198	AC	MCDONALD, W LOUIS	390	775.00	062ASRSW	33	200215508	9-12-02	0
14	51S	51004224	AC	MCDONALD, W LOUIS	390	2,508.00	065BSRSW	3	1841 536	4-15-97	0
15	51S	51004228	AC	MCDONALD, W LOUIS	390	1,505.00	065ASRSW	41	200014298	8-31-00	0
16	51S	51004249	AC	MCDONALD, W LOUIS	390	2,510.00	062BSRSW	9	1841 539	4-15-97	0
17	51S	51004273	AC	MCDONALD, W LOUIS	390	775.00	066DSRSW	38	200303168	2-13-03	0
18	51S	51004274	AC	MCDONALD, W LOUIS	390	775.00	064DSRSW	48	200217379	10-8-02	0
19	51S	51004364	AC	MCDONALD, W LOUIS	390	2,510.00	063ASRSW	43	1852 556	6-6-97	0
20	51S	51004387	AC	MCDONALD, W LOUIS	390	2,185.00	062DSRSW	50	200018305	11-11-00	0
21	51S	51004464	AC	MCDONALD, W LOUIS	390	775.00	067CSRSW	5	200210279	6-11-02	0
22	51S	51004470	AC	MCDONALD, W LOUIS	390	775.00	065ASRSW	1	200217627	10-18-02	0
23	51S	51004474	AC	MCDONALD, W LOUIS	390	1,850.00	062CSRSW	12	200004198	3-16-00	0
24	51S	51004530	AC	MCDONALD, W LOUIS	390	395.00	062BSRSW	15	200402348	12-16-03	0
25	51S	51004671	AC	MCDONALD, W LOUIS	390	1,850.00	067DSRSW	13	200005246	3-24-00	0
26	51S	51004683	AC	MCDONALD, W LOUIS	390	2,515.00	062BSRSW	21	1932 198	5-31-98	0
27	51S	51004720	AC	MCDONALD, W LOUIS	390	1,850.00	068ASRSW	45	19990834O	5-6-99	0
28	51S	51004744	AC	MCDONALD, W LOUIS	390	2,185.00	062DSRSW	12	19990667l	11-16-98	0
29	51S	51004922	AC	MCDONALD, W LOUIS	390	775.00	065DSRSW	45	200208330	5-4-02	0
30	51S	51004951	AC	MCDONALD, W LOUIS	390	775.00	059CSRSW	10	200210286	3-27-02	0
31	51S	51004992	AC	MCDONALD, W LOUIS	390	1,140.00	061ASRSW	13	200115107	8-8-01	0
32	51S	51004994	AC	MCDONALD, W LOUIS	390	2,190.00	059DSRSW	1	1976 341	9-19-98	0
33	51S	51004997	AC	MCDONALD, W LOUIS	390	1,505.00	068DSRSW	13	200205798	11-16-01	0
34	51S	51005000	AC	MCDONALD, W LOUIS	390	780.00	061ASRSW	3	200211029	4-4-02	0
35	51S	51005018	AC	MCDONALD, W LOUIS	390	1,140.00	061CSRSW	32	200120606	11-24-01	0
36	51S	51005031	AC	MCDONALD, W LOUIS	390	775.00	062CSRSW	39	200208329	4-30-02	0
37	51S	51005053	AC	MCDONALD, W LOUIS	390	1,140.00	061ASRSW	38	200120605	11-24-01	0
38	51S	51005123	AC	MCDONALD, W LOUIS	390	395.00	068BSRSW	42	200307280	4-18-03	0
39	51S	51005147	AC	MCDONALD, W LOUIS	390	1,140.00	064BSRSW	43	200120607	11-24-01	0
40	51S	51005293	AC	MCDONALD, W LOUIS	390	2,510.00	068BSRSW	12	1901 378	11-14-97	0
41	51S	51005473	AC	MCDONALD., W LOUIS	390	1,505.00	057BSRSW	9	200205802	11-16-01	0
42	51S	51005482	AC	MCDONALD, W LOUIS	390	775.00	057CSRSW	26	200216720	10-1-02	0
43	51S	51005544	AC	MCDONALD, W LOUIS	390	2,510.00	064BSRSW	3	1901 389	11-14-97	0
44	51S	51005555	AC	MCDONALD, W LOUIS	390	1,505.00	057DSRSW	23	200109779	5-24-01	0
45	51S	51005627	AC	MCDONALD, W LOUIS	390	1,505.00	057BSRSW	28	200014305	8-31-00	0
46	51S	51005665	AC	MCDONALD, W LOUIS	390	1,840.00	058DSRSW	29	200102531	12-21-00	0
47	51S	51005763	AC	MCDONALD, W LOUIS	390	1,140.00	057BSRSW	38	200203695	2-28-02	0
48	51S	51005778	AC	MCDONALD, W LOUIS	390	775.00	058DSRSW	6	200210282	6-11-02	0
49	51S	51005785	AC	MCDONALD, W LOUIS	390	1,850.00	057ASRSW	45	199913270	6-11-99	0
50	51S	51005801	AC	MCDONALD, W LOUIS	390	1,505.00	057ASRSW	3	200014304	8-31-00	0
51	51S	51005812	AC	MCDONALD, W LOUIS	390	1,140.00	057BSRSW	37	200203694	2-28-02	0
52	51S	51005850	AC	MCDONALD, W LOUIS	390	2,510.00	057DSRSW	4	1871 343	8-13-97	0
53	51S	51005873	AC	MCDONALD, W LOUIS	390	1,850.00	056CSRSW	15	200009405	5-27-00	0
54	51S	51005929	AC	MCDONALD, W LOUIS	390	2,510.00	054ASRSW	46	1916 333	3-11-98	0
55	51S	51005936	AC	MCDONALD, W LOUIS	390	2,510.00	056BSRSW	45	1859 420	7-17-97	0
56	51S	51005961	AC	MCDONALD, W LOUIS	390	1,505.00	056DSRSW	14	200108717	5-11-01	0
57	51S	51006017	AC	MCDONALD, W LOUIS	390	2,510.00	056CSRSW	47	1912 595	2-14-98	0
58	51S	51006228	AC	MCDONALD, W LOUIS	390	2,510.00	055DSRSW	16	1870 511	7-25-97	0
59	51S	51006275	AC	MCDONALD, W LOUIS	390	2,500.00	061BSRSW	44	1859 423	7-17-97	0
60	51S	51006286	AC	MCDONALD, W LOUIS	390	775.00	055DSRSW	34	200217628	10-18-02	0
61	51S	51006321	AC	MCDONALD, W LOUIS	390	2,185.00	057DSRSW	1	19990669l	12-17-98	0
62	51S	51006326	AC	MCDONALD, W LOUIS	390	2,510.00	054ASRSW	49	1859 426	7-17-97	0
63	51S	51006367	AC	MCDONALD, W LOUIS	390	775.00	058BSRSW	10	200216220	9-27-02	0
64	51S	51006417	AC	MCDONALD, W LOUIS	390	2,185.00	055DSRSW	6	19990669S	1-7-99	0
65	51S	51006436	AC	MCDONALD, W LOUIS	390	2,185.00	065ASRSW	15	19990669S	1-7-99	0
66	51S	51006441	AC	MCDONALD, W LOUIS	390	2,515.00	055ASRSW	49	1834 154	3-29-97	0
67	51S	51006473	AC	MCDONALD, W LOUIS	390	2,510.00	055DSRSW	15	1913 35	2-14-98	0

51S	51930262		MCDONALD		-0-			200416584		9-17-04	
51S	51006180				395.00			200414146		9-23-04	
✓ 51S	51004701	DB	MCDONALD, W LOUIS	390	2,825.00	062BSRSW	44	Vol 1825	Pg. 144	2-19-97	0
✓ 51S	51004704	DB	MCDONALD, W LOUIS	390	2,505.00	064CSRSW	48	1916	339	3-11-98	0
✓ 51S	51004747	DB	MCDONALD, W LOUIS	390	3,535.00	062DSRSW	15	1783	471	7-29-96	0
✓ 51S	51005047	DB	MCDONALD, W LOUIS	390	2,825.00	068CSRSW	49	1825	114	2-19-97	0
✓ 51S	51005220	DB	MCDONALD, W LOUIS	390	2,825.00	068DSRSW	20	1828	331	2-28-97	0
✓ 51S	51005330	DB	MCDONALD, W LOUIS	390	2,835.00	058BSRSW	44	1825	142	2-19-97	0
✓ 51S	51005461	DB	MCDONALD, W LOUIS	390	2,825.00	063ASRSW	12	1825	228	2-19-97	0
✓ 51S	51005567	DB	MCDONALD, W LOUIS	390	2,825.00	057ASRSW	47	1825	74	2-19-97	0
✓ 51S	51005784	DB	MCDONALD, W LOUIS	390	2,510.00	056DSRSW	8	1916	343	3-11-98	0
✓ 51S	51005848	DB	MCDONALD, W LOUIS	390	2,825.00	056ASRSW	47	1828	315	2-19-97	0
✓ 51S	51006179	DB	MCDONALD, W LOUIS	390	2,820.00	058ASRSW	10	1825	230	2-19-97	0
✓ 51S	51006288	DB	MCDONALD, W LOUIS	390	2,510.00	059BSRSW	49	1916	337	3-11-98	0
✓ 51S	51006561	DB	MCDONALD, W LOUIS	390	2,815.50	055BSRSW	2	1825	180	2-19-97	0
✓ 51S	51007052	DB	MCDONALD, W LOUIS	390	2,825.00	052CSRSW	16	1825	186	2-19-97	0
✓ 51S	51007145	DB	MCDONALD, W LOUIS	390	2,825.00	052BSRSW	10	1825	232	2-19-97	0
✓ 51S	51007163	DB	MCDONALD, W LOUIS	390	2,825.00	053ASRSW	37	1901	374	11-14-97	0
✓ 51S	51007332	DB	MCDONALD, W LOUIS	390	2,825.00	053DSRSW	41	1828	323	2-28-97	0
✓ 51S	51007351	DB	MCDONALD, W LOUIS	390	2,825.00	058BSRSW	20	1828	327	2-28-97	0
✓ 51S	51007357	DB	MCDONALD, W LOUIS	390	2,825.00	053CSRSW	21	1825	132	2-19-97	0
✓ 51S	51007424	DB	MCDONALD, W LOUIS	390	2,510.00	054BSRSW	20	1916	347	3-11-98	0
✓ 51S	51007530	DB	MCDONALD, W LOUIS	390	2,825.00	049CSRSW	50	1852	552	6-6-97	0
✓ 51S	51008004	DB	MCDONALD, W LOUIS	390	2,510.00	051ASRSW	18	1901	368	10-9-97	0
✓ 51S	51008259	DB	MCDONALD, W LOUIS	390	2,510.00	052CSRSW	4	1852	570	5-7-97	0
✓ 51S	51008318	DB	MCDONALD, W LOUIS	390	2,825.00	058CSRSW	9	1825	218	2-19-97	0
✓ 51S	51008565	DB	MCDONALD, W LOUIS	390	2,825.00	066DSRSW	41	1825	100	2-19-97	0
✓ 51S	51008820	DB	MCDONALD, W LOUIS	390	2,825.00	051BSRSW	8	1825	220	2-19-97	0
✓ 51S	51009110	DB	MCDONALD, W LOUIS	390	2,825.00	051ASRSW	11	1859	435	12-18-96	0
✓ 51S	51009165	DB	MCDONALD, W LOUIS	390	2,825.00	049CSRSW	49	1825	112	2-19-97	0
✓ 51S	51009224	DB	MCDONALD, W LOUIS	390	2,510.00	048ASRSW	13	1916	335	3-11-98	0
✓ 51S	51930083	DB	MCDONALD, W LOUIS	390	3,140.00	047DSRSW	20	1783	474	7-29-96	0
✓ 51S	51930271	DB	MCDONALD, W LOUIS	390	2,825.00	047DSRSW	44	1825	82	2-19-97	0
✓ 51S	51930272	DB	MCDONALD, W LOUIS	390	2,825.00	047DSRSW	45	1825	82	2-19-97	0
✓ 51S	51940067	DB	MCDONALD, W LOUIS	390	2,825.00	051BSRSW	15	1825	184	2-19-97	0
✓ 51S	51950114	DB	MCDONALD, W LOUIS	390	2,510.00	047BSRSW	18	1948	493	6-11-98	0
✓ 51S	51950115	DB	MCDONALD, W LOUIS	390	2,510.00	047BSRSW	14	1948	495	6-11-98	0
✓ 51S	51950123	DB	MCDONALD, W LOUIS	390	2,825.00	053CSRSW	18	1825	86	2-19-97	0
✓ 51S	51950137	DB	MCDONALD, W LOUIS	390	2,510.00	054ASRSW	9	1916	331	3-11-98	0
✓ 51S	51005401	MR	MCDONALD, W LOUIS	390	742.40	058BSRSW	52	20040834		4-26-04	0
✓ 51S	51004211	PL	MCDONALD, W LOUIS	390	775.00	065CSRSW	22	20020719		4-18-02	0
✓ 51S	51990211	SS	MCDONALD, W LOUIS	390	884.34	045BSRSW	28	2003 16644		8-6-03	0
✓ 51S	51990214	SS	MCDONALD, W LOUIS	390	1,959.94	044ASRSW	17	20011308 5		8-2-01	0
✓ 51S	51990232	SS	MCDONALD, W LOUIS	390	219.84	045DSRSW	24	20040262 4		1-27-04	0
✓ 51S	51990308	SS	MCDONALD, W LOUIS	390	1,213.81	045ASRSW	31	20021028 1		6-11-02	0
	TOTAL SILVERWOODS ACCOUNT BALANCES				~~345,127.85~~	345,552.95					
✓ 51W	51000225	AC	MCDONALD, W LOUIS	415	1,350.00	011BSRWR	14	20020417 9		2-9-02	0
✓ 51W	51000234	AC	MCDONALD, W LOUIS	415	1,975.00	012CSRWR	44	20020580 1		11-16-01	0
✓ 51W	51000272	AC	MCDONALD, W LOUIS	415	3,212.46	012ASRWR	14	1879	473	9-8-97	0
✓ 51W	51000275	AC	MCDONALD, W LOUIS	415	820.00	012CSRWR	15	20030501 0		3-8-03	0
✓ 51W	51000292	AC	MCDONALD, W LOUIS	415	3,020.00	012CSRWR	20	1912	607	2-13-98	0
✓ 51W	51000300	AC	MCDONALD, W LOUIS	415	3,360.00	013BSRWR	46	1808	329	9-17-96	0
✓ 51W	51000307	AC	MCDONALD, W LOUIS	415	820.00	014DSRWR	42	20020995 0		5-21-02	0
✓ 51W	51000320	AC	MCDONALD, W LOUIS	415	420.00	013ASRWR	33	20032064 9		10-29-03	0
✓ 51W	51000325	AC	MCDONALD, W LOUIS	415	1,975.00	012ASRWR	45	20001429 7		8-31-00	0
✓ 51W	51000341	AC	MCDONALD, W LOUIS	415	1,975.00	013ASRWR	43	20010871 6		5-11-01	0
✓ 51W	51000356	AC	MCDONALD, W LOUIS	415	820.00	012ASRWR	41	20030824 5		5-1-03	0
✓ 51W	51000400	AC	MCDONALD, W LOUIS	415	3,020.00	011BSRWR	17	1912	555	2-14-98	0
✓ 51W	51000437	AC	MCDONALD, W LOUIS	830	5,355.00	014BSRWR	1	014BSRWR	19990669 0	11-18-98	36
✓ 51W	51000465	AC	MCDONALD, W LOUIS	415	1,858.45	012DSRWR	38	20010870 4		5-11-01	0
✓ 51W	51000470	AC	MCDONALD, W LOUIS	415	2,335.00	014CSRWR	26	20010977 1		5-30-01	0
✓ 51W	51000529	AC	MCDONALD, W LOUIS	415	2,335.00	013CSRWR	47	19990552 2		2-28-99	0
✓ 51W	51000562	AC	MCDONALD, W LOUIS	415	420.00	014CSRWR	42	20031612 6		8-22-03	0
✓ 51W	51000567	AC	MCDONALD, W LOUIS	415	2,335.00	014CSRWR	48	20010871 1		5-11-01	0
✓ 51W	51000569	AC	MCDONALD, W LOUIS	415	3,025.00	014DSRWR	51	1912	613	2-13-98	0
✓ 51W	51000584	AC	MCDONALD, W LOUIS	415	2,685.00	016CSRWR	44	1976	365	9-19-98	0
✓ 51W	51000585	AC	MCDONALD, W LOUIS	415	1,975.00	016ASRWR	39	20010870 9		5-11-01	0

51W	51000600	AC	MCDONALD, W LOUIS	415	820.00	015BSRWR	43	200207925	3-26-02	0
51W	51000604	AC	MCDONALD, W LOUIS	830	3,930.00	016DSRWR	24	016DSRWR 200104161	2-1-01	25
51W	51000651	AC	MCDONALD, W LOUIS	415	820.00	017DSRWR	51	200210283	5-26-02	0
51W	51000699	AC	MCDONALD, W LOUIS	415	2,685.00	014CSRWR	15	199908335	4-23-99	0
51W	51000720	AC	MCDONALD, W LOUIS	415	820.00	013CSRWR	25	200218992	10-26-02	0
51W	51000769	AC	MCDONALD, W LOUIS	415	1,590.00	016CSRWR	21	200112252	7-22-01	0
51W	51000777	AC	MCDONALD, W LOUIS	830	835.00	019CSRWR	16	019CSRWR 200323485	11-25-03	23
51W	51000778	AC	MCDONALD, W LOUIS	415	2,335.00	018BSRWR	27	200016924	10-27-00	0
51W	51000783	AC	MCDONALD, W LOUIS	415	1,215.00	016DSRWR	21	200204180	2-21-02	0
51W	51000802	AC	MCDONALD, W LOUIS	415	2,685.00	015BSRWR	19	199905520	2-28-99	0
51W	51000821	AC	MCDONALD, W LOUIS	830	835.00	019ASRWR	23	019ASRWR 200320650	10-29-03	39
51W	51000839	AC	MCDONALD, W LOUIS	415	820.00	019ASRWR	27	200213467	7-30-02	0
51W	51000862	AC	MCDONALD, W LOUIS	415	1,975.00	014DSRWR	39	200100782	12-2-00	0
51W	51000886	AC	MCDONALD, W LOUIS	415	1,975.00	015BSRWR	21	200214772	9-11-02	0
51W	51000926	AC	MCDONALD, W LOUIS	415	1,465.00	016BSRWR	15	200113084	8-2-01	0
51W	51000945	AC	MCDONALD, W LOUIS	415	0.00	014ASRWR	31	200407797	4-17-04	0
51W	51000969	AC	MCDONALD, W LOUIS	415	3,020.00	016ASRWR	44	Vol 1852 Pg 548	6-6-97	0
51W	51000970	AC	MCDONALD, W LOUIS	415	820.00	019BSRWR	37	200216723	10-3-02	0
51W	51000976	AC	MCDONALD, W LOUIS	415	1,975.00	016CSRWR	18	200109775	5-30-01	0
51W	51001001	AC	MCDONALD, W LOUIS	415	3,020.00	022BSRWR	23	1871 335	8-14-97	0
51W	51001053	AC	MCDONALD, W LOUIS	415	2,350.00	016CSRWR	24	1982 191	10-8-98	0
51W	51001063	AC	MCDONALD, W LOUIS	415	1,345.00	018ASRWR	19	200203796	3-7-02	0
51W	51001078	AC	MCDONALD, W LOUIS	415	420.00	022ASRWR	14	200318063	9-23-03	0
51W	51001109	AC	MCDONALD, W LOUIS	415	3,020.00	017DSRWR	18	1834 172	3-29-97	0
51W	51001153	AC	MCDONALD, W LOUIS	415	3,020.00	012CSRWR	14	1913 33	2-14-98	0
51W	51001166	AC	MCDONALD, W LOUIS	415	3,020.00	014BSRWR	16	1913 38	2-14-98	0
51W	51001176	AC	MCDONALD, W LOUIS	415	3,010.00	018ASRWR	12	1970 166	3-25-98	0
51W	51001207	AC	MCDONALD, W LOUIS	415	2,685.00	025BSRWR	48	199905525	3-11-99	0
51W	51001220	AC	MCDONALD, W LOUIS	415	1,975.00	025ASRWR	49	200006312	4-27-00	0
51W	51001281	AC	MCDONALD, W LOUIS	415	820.00	011BSRWR	5	200214592	9-3-02	0
51W	51001315	AC	MCDONALD, W LOUIS	415	820.00	012BSRWR	8	200218993	10-26-02	0
51W	51001349	AC	MCDONALD, W LOUIS	415	3,020.00	015ASRWR	50	1879 483	9-8-97	0
51W	51001352	AC	MCDONALD, W LOUIS	415	820.00	017DSRWR	5	200219563	11-22-02	0
51W	51001356	AC	MCDONALD, W LOUIS	415	2,867.50	024DSRWR	22	1982 193	10-8-98	0
51W	51001376	AC	MCDONALD, W LOUIS	415	2,685.00	017BSRWR	17	199906692	1-7-99	0
51W	51001406	AC	MCDONALD, W LOUIS	415	2,335.00	021ASRWR	6	200005244	3-24-00	0
51W	51001407	AC	MCDONALD, W LOUIS	415	1,215.00	025CSRWR	2	200204511	3-14-02	0
51W	51001436	AC	MCDONALD, W LOUIS	830	2,915.00	025CSRWR	4	025CSRWR 200112248	7-22-01	32
51W	51001438	AC	MCDONALD, W LOUIS	415	2,685.00	016CSRWR	12	1963 118	6-26-98	0
51W	51001450	AC	MCDONALD, W LOUIS	830	5,350.00	025CSRWR	3	025CSRWR 200001230	1-13-00	51
51W	51001540	AC	MCDONALD, W LOUIS	415	820.00	016DSRWR	19	200210280	6-11-02	0
51W	51001542	AC	MCDONALD, W LOUIS	415	3,020.00	012CSRWR	1	1912 598	2-14-98	0
51W	51001545	AC	MCDONALD, W LOUIS	415	2,335.00	019DSRWR	13	200005293	4-10-00	0
51W	51001546	AC	MCDONALD, W LOUIS	415	2,335.00	019BSRWR	49	200004200	3-16-00	0
51W	51001573	AC	MCDONALD, W LOUIS	415	3,025.00	012BSRWR	4	1879 475	9-8-97	0
51W	51001594	AC	MCDONALD, W LOUIS	415	3,025.00	013CSRWR	50	1852 550	6-6-97	0
51W	51001608	AC	MCDONALD, W LOUIS	415	820.00	024ASRWR	27	200210285	5-31-02	0
51W	51001622	AC	MCDONALD, W LOUIS	415	820.00	014CSRWR	6	200220676	11-29-02	0
51W	51001623	AC	MCDONALD, W LOUIS	415	820.00	025DSRWR	13	200305893	4-1-03	0
51W	51001715	AC	MCDONALD, W LOUIS	415	1,975.00	013BSRWR	8	200109776	5-30-01	0
51W	51001719	AC	MCDONALD, W LOUIS	415	2,335.00	024DSRWR	12	200104144	2-2-01	0
51W	51001752	AC	MCDONALD, W LOUIS	415	1,975.00	024ASRWR	11	200108707	5-11-01	0
51W	51001753	AC	MCDONALD, W LOUIS	415	3,020.00	015BSRWR	8	1970 168	3-25-98	0
51W	51001788	AC	MCDONALD, W LOUIS	415	820.00	026DSRWR	36	200210284	5-30-02	0
51W	51001805	AC	MCDONALD, W LOUIS	415	2,690.00	025DSRWR	17	1976 339	9-19-98	0
51W	51001810	AC	MCDONALD, W LOUIS	415	2,685.00	014CSRWR	16	1982 197	10-8-98	0
51W	51001825	AC	MCDONALD, W LOUIS	415	2,685.00	026DSRWR	20	1976 345	9-19-98	0
51W	51001829	AC	MCDONALD, W LOUIS	415	820.00	013DSRWR	2	200216721	10-1-02	0
51W	51001927	AC	MCDONALD, W LOUIS	415	420.00	021ASRWR	2	200318952	10-9-03	0
51W	51001944	AC	MCDONALD, W LOUIS	415	1,975.00	025BSRWR	3	200205799	11-16-01	0
51W	51001978	AC	MCDONALD, W LOUIS	415	1,975.00	024DSRWR	16	200108712	5-11-01	0
51W	51001990	AC	MCDONALD, W LOUIS	415	2,335.00	026BSRWR	1	200004199	3-16-00	0
51W	51001999	AC	MCDONALD, W LOUIS	415	1,215.00	022BSRWR	44	200204514	3-23-02	0
51W	51002098	AC	MCDONALD, W LOUIS	415	1,975.00	024CSRWR	45	200102507	12-21-00	0
51W	51002128	AC	MCDONALD, W LOUIS	415	3,020.00	025BSRWR	2	1916 351	3-11-98	0
51W	51002136	AC	MCDONALD, W LOUIS	415	1,980.00	026DSRWR	51	200108715	5-11-01	0
51W	51002159	AC	MCDONALD, W LOUIS	830	1,630.00	026CSRWR	42	026CSRWR 200216722	10-1-02	43

51W X5002014 MCDONALD - E - 9 - 200416583 9-8-04

✓	51W	51002164	AC	MCDONALD, W LOUIS	415	3,025.00	029BSRWR	18	Vol 1932 Pg 214	3-31-98	0
✓	51W	51002187	AC	MCDONALD, W LOUIS	415	2,335.00	029ASRWR	17	200002206	12-17-99	0
✓	51W	51002237	AC	MCDONALD, W LOUIS	415	1,975.00	019BSRWR	16	200106156	3-23-01	0
✓	51W	51002255	AC	MCDONALD, W LOUIS	415	3,020.00	027DSRWR	41	1940 133	5-28-98	0
✓	51W	51002300	AC	MCDONALD, W LOUIS	415	1,970.00	026ASRWR	39	200102533	12-21-00	0
✓	51W	51002314	AC	MCDONALD, W LOUIS	415	3,020.00	027BSRWR	45	1841 545	4-15-97	0
✓	51W	51002375	AC	MCDONALD, W LOUIS	415	3,020.00	028BSRWR	12	1912 569	2-14-98	0
✓	51W	51002376	AC	MCDONALD, W LOUIS	415	3,020.00	026CSRWR	46	1912 571	2-14-98	0
✓	51W	51002521	AC	MCDONALD, W LOUIS	415	420.00	021ASRWR	29	200318951	10-9-03	0
✓	51W	51002530	AC	MCDONALD, W LOUIS	415	3,020.00	014BSRWR	43	1912 565	2-14-98	0
✓	51W	51002531	AC	MCDONALD, W LOUIS	415	3,020.00	014BSRWR	42	1912 563	2-14-98	0
✓	51W	51002536	AC	MCDONALD, W LOUIS	415	3,024.99	026BSRWR	43	200011772	7-14-00	0
✓	51W	51002557	AC	MCDONALD, W LOUIS	415	3,020.00	031ASRWR	44	1852 584	5-7-97	0
✓	51W	51002640	AC	MCDONALD, W LOUIS	415	3,020.00	032ASRWR	4	1912 573	2-14-98	0
✓	51W	51002663	AC	MCDONALD, W LOUIS	415	1,205.00	029BSRWR	20	200109780	5-30-01	0
✓	51W	51002696	AC	MCDONALD, W LOUIS	415	2,335.00	031ASRWR	21	200002270	1-29-00	0
✓	51W	51002705	AC	MCDONALD, W LOUIS	415	1,215.00	027BSRWR	47	200112251	7-21-01	0
✓	51W	51002713	AC	MCDONALD, W LOUIS	415	820.00	027CSRWR	20	200219562	11-13-02	0
✓	51W	51002745	AC	MCDONALD, W LOUIS	415	3,020.00	034ASRWR	48	1834 178	3-29-97	0
✓	51W	51002786	AC	MCDONALD, W LOUIS	415	2,335.00	029ASRWR	49	200104143	1-21-01	0
✓	51W	51002839	AC	MCDONALD, W LOUIS	415	3,040.00	032ASRWR	44	1870 509	7-25-97	0
✓	51W	51002875	AC	MCDONALD, W LOUIS	415	3,020.00	029ASRWR	4	1912 603	2-13-98	0
✓	51W	51002911	AC	MCDONALD, W LOUIS	415	3,015.00	032ASRWR	37	200016928	10-27-00	0
✓	51W	51002917	AC	MCDONALD, W LOUIS	415	2,335.00	034ASRWR	1	200005294	4-10-00	0
✓	51W	51002983	AC	MCDONALD, W LOUIS	415	3,020.00	028ASRWR	10	1976 373	9-19-98	0
✓	51W	51002989	AC	MCDONALD, W LOUIS	415	1,215.00	034BSRWR	13	200109772	5-30-01	0
✓	51W	51002992	AC	MCDONALD, W LOUIS	415	1,980.00	026DSRWR	7	200014303	8-31-00	0
✓	51W	51003053	AC	MCDONALD, W LOUIS	415	820.00	033ASRWR	15	200220675	11-20-02	0
✓	51W	51003118	AC	MCDONALD, W LOUIS	415	1,215.00	029BSRWR	33	200201499	11-29-01	0
✓	51W	51003190	AC	MCDONALD, W LOUIS	415	2,695.00	027DSRWR	49	1982 185	10-8-98	0
✓	51W	51003197	AC	MCDONALD, W LOUIS	415	3,020.00	028ASRWR	43	1970 158	3-25-98	0
✓	51W	51003232	AC	MCDONALD, W LOUIS	415	2,685.00	033ASRWR	46	200106163	3-23-01	0
✓	51W	51003237	AC	MCDONALD, W LOUIS	415	2,685.00	022BSRWR	46	1976 375	9-19-98	0
✓	51W	51003989	AC	MCDONALD, W LOUIS	415	820.00	027ASRWR	32	200213465	8-9-02	0
✓	51W	51004104	AC	MCDONALD, W LOUIS	415	3,020.00	021BSRWR	9	1871 337	8-14-97	0
✓	51W	51004260	AC	MCDONALD, W LOUIS	415	1,205.00	026DSRWR	30	200112255	7-21-01	0
✓	51W	51004438	AC	MCDONALD, W LOUIS	415	2,685.00	014DSRWR	9	19990553 2	2-28-99	0
✓	51W	51004542	AC	MCDONALD, W LOUIS	415	3,020.00	027DSRWR	37	1825 168	2-19-97	0
✓	51W	51004728	AC	MCDONALD, W LOUIS	415	1,220.00	013BSRWR	25	200203797	3-7-02	0
✓	51W	51004770	AC	MCDONALD, W LOUIS	415	3,020.00	026CSRWR	49	1940 139	5-28-98	0
✓	51W	51004952	AC	MCDONALD, W LOUIS	415	3,020.00	019DSRWR	45	1912 567	2-14-98	0
✓	51W	51005027	AC	MCDONALD, W LOUIS	415	3,020.00	024ASRWR	46	1912 575	2-14-98	0
✓	51W	51005351	AC	MCDONALD, W LOUIS	415	3,020.00	014CSRWR.	47	1912 609	2-13-98	0
✓	51W	51005475	AC	MCDONALD, W LOUIS	415	3,020.00	032BSRWR	11	1913 31	2-14-98	0
✓	51W	51005506	AC	MCDONALD, W LOUIS	415	2,690.00	018BSRWR	13	1970 164	3-25-98	0
✓	51W	51005830	AC	MCDONALD, W LOUIS	415	420.00	014ASRWR	30	200318950	10-7-03	0
✓	51W	51005849	AC	MCDONALD, W LOUIS	415	2,340.00	021BSRWR	50	200014295	8-31-00	0
✓	51W	51005906	AC	MCDONALD, W LOUIS	415	3,017.50	015BSRWR	7	1913 29	2-14-98	0
✓	51W	51006515	AC	MCDONALD, W LOUIS	415	1,975.00	015ASRWR	10	200106162	3-22-01	0
✓	51W	51006539	AC	MCDONALD, W LOUIS	415	3,020.00	028ASRWR	7	200208252	4-12-02	0
✓	51W	51006630	AC	MCDONALD, W LOUIS	415	3,020.00	027CSRWR	48	1879 479	9-8-97	0
✓	51W	51006762	AC	MCDONALD, W LOUIS	415	1,975.00	017CSRWR	17	200015854	10-6-00	0
✓	51W	51006832	AC	MCDONALD, W LOUIS	415	1,975.00	017ASRWR	8	200112247	7-22-01	0
✓	51W	51007698	AC	MCDONALD, W LOUIS	415	2,335.00	026DSRWR	26	199920183	11-19-99	0
✓	51W	51007966	AC	MCDONALD, W LOUIS	415	3,020.00	022BSRWR	14	1871 339	8-14-97	0
✓	51W	51009193	AC	MCDONALD, W LOUIS	415	1,975.00	016CSRWR	51	200214771	9-11-02	0
✓	51W	51200049	AC	MCDONALD, W LOUIS	415	1,975.00	025ASRWR	7	200205800	11-16-01	0
✓	51W	51210004	AC	MCDONALD, W LOUIS	415	1,975.00	013DSRWR	40	200211030	6-21-02	0
✓	51W	51210005	AC	MCDONALD, W LOUIS	415	1,975.00	013DSRWR	41	200208254	4-30-02	0
✓	51W	51930037	AC	MCDONALD, W LOUIS	415	3,020.00	024BSRWR	17	1901 382	11-14-97	0
✓	51W	51940079	AC	MCDONALD, W LOUIS	415	1,980.00	029ASRWR	8	200014302	8-31-00	0
✓	51W	51950185	AC	MCDONALD, W LOUIS	415	3,020.00	022ASRWR	17	1932 220	3-31-98	0
✓	51W	51950186	AC	MCDONALD, W LOUIS	415	2,685.00	016CSRWR	43	200015853	10-6-00	0
✓	51W	51000127	DB	MCDONALD, W LOUIS	415	3,345.00	011BSRWR	41	1825 196	2-19-97	0
✓	51W	51000161	DB	MCDONALD, W LOUIS	415	2,685.00	011ASRWR	18	199905524	3-11-99	0
✓	51W	51000216	DB	MCDONALD, W LOUIS	830	6,025.00	013ASRWR	16	013ASRWR 1932 200	3-31-98	50
✓	51W	51000265	DB	MCDONALD, W LOUIS	415	3,345.00	013CSRWR	42	1825 190	2-19-97	0

51W	51000291	DB	MCDONALD, W LOUIS	415	3,345.00	011ASRWR	48	Vol 1828 Pg. 319		2-28-97	0
51W	51000344	DB	MCDONALD, W LOUIS	415	3,345.00	011CSRWR	20	1825	214	2-19-97	0
51W	51000404	DB	MCDONALD, W LOUIS	415	3,345.00	011ASRWR	17	1825	204	2-19-97	0
51W	51000444	DB	MCDONALD, W LOUIS	415	3,345.00	014CSRWR	18	1825	206	2-19-97	0
51W	51000579	DB	MCDONALD, W LOUIS	415	3,670.00	013ASRWR	14	1783	495	7-29-96	0
51W	51000716	DB	MCDONALD, W LOUIS	415	3,345.00	014BSRWR	12	1825	128	2-19-97	0
51W	51000751	DB	MCDONALD, W LOUIS	415	3,345.00	017DSRWR	39	1825	150	2-19-97	0
51W	51000786	DB	MCDONALD, W LOUIS	830	6,670.00	017BSRWR	40	017BSRWR 1825	194	2-19-97	41
51W	51000810	DB	MCDONALD, W LOUIS	415	3,345.00	017ASRWR	48	1825	174	2-19-97	0
51W	51000940	DB	MCDONALD, W LOUIS	415	3,020.00	019DSRWR	38	1976	355	9-19-98	0
51W	51000961	DB	MCDONALD, W LOUIS	830	6,020.00	019ASRWR	20	019ASRWR 1932	202	3-31-98	40
51W	51001014	DB	MCDONALD, W LOUIS	415	3,345.00	014CSRWR	5	1827	41	2-3-97	0
51W	51001042	DB	MCDONALD, W LOUIS	415	3,355.00	013BSRWR	17	1808	325	9-17-96	0
51W	51001142	DB	MCDONALD, W LOUIS	415	3,345.00	016BSRWR	12	1825	116	2-19-97	0
51W	51001362	DB	MCDONALD, W LOUIS	830	6,020.00	013ASRWR	2	013ASRWR 1916	349	3-11-98	3
51W	51001424	DB	MCDONALD, W LOUIS	830	6,665.00	017DSRWR	16	017DSRWR 1825	202	2-19-97	17
51W	51001441	DB	MCDONALD, W LOUIS	415	3,345.00	017BSRWR	2	1825	96	2-19-97	0
51W	51001503	DB	MCDONALD, W LOUIS	415	3,345.00	024CSRWR	48	1825	162	2-19-97	0
51W	51001535	DB	MCDONALD, W LOUIS	415	3,345.00	025ASRWR	10	1783	465	8-5-96	0
51W	51001602	DB	MCDONALD, W LOUIS	415	3,345.00	017BSRWR	1	1828	317	2-28-97	0
51W	51001765	DB	MCDONALD, W LOUIS	415	3,345.00	015ASRWR	1	1825	88	2-19-97	0
51W	51001800	DB	MCDONALD, W LOUIS	415	3,345.00	026ASRWR	5	1825	94	2-19-97	0
51W	51001871	DB	MCDONALD, W LOUIS	415	3,345.00	021BSRWR	47	1825	140	2-19-97	0
51W	51002227	DB	MCDONALD, W LOUIS	415	3,345.00	029ASRWR	37	1783	492	7-29-96	0
51W	51002262	DB	MCDONALD, W LOUIS	415	3,020.00	029ASRWR	19	1982	195	10-8-98	0
51W	51002384	DB	MCDONALD, W LOUIS	415	3,345.00	025CSRWR	9	1825	124	2-19-97	0
51W	51002385	DB	MCDONALD, W LOUIS	415	3,345.00	025CSRWR	10	1825	124	2-19-97	0
51W	51002599	DB	MCDONALD, W LOUIS	415	3,350.00	031BSRWR	8	1808	333	9-17-96	0
51W	51002622	DB	MCDONALD, W LOUIS	415	3,345.00	018BSRWR	39	1828	321	2-28-97	0
51W	51002754	DB	MCDONALD, W LOUIS	415	3,355.00	034BSRWR	5	1901	370	10-9-97	0
51W	51002854	DB	MCDONALD, W LOUIS	415	3,345.00	029BSRWR	8	1825	226	2-19-97	0
51W	51002892	DB	MCDONALD, W LOUIS	415	3,660.00	027ASRWR	16	1783	486	7-29-96	0
51W	51003009	DB	MCDONALD, W LOUIS	415	3,345.00	031ASRWR	11	1825	126	2-19-97	0
51W	51003072	DB	MCDONALD, W LOUIS	415	3,345.00	032BSRWR	15	1825	120	2-19-97	0
51W	51003074	DB	MCDONALD, W LOUIS	415	3,345.00	029BSRWR	15	1825	122	2-19-97	0
51W	51003093	DB	MCDONALD, W LOUIS	415	3,570.00	011BSRWR	2	1808	328	9-17-96	0
51W	51004099	DB	MCDONALD, W LOUIS	415	3,020.00	014BSRWR	14	1932	206	3-31-98	0
51W	51004175	DB	MCDONALD, W LOUIS	415	3,345.00	029BSRWR	7	1825	76	2-19-97	0
51W	51004261	DB	MCDONALD, W LOUIS	415	3,345.00	031BSRWR	6	1859	432	7-17-97	0
51W	51004649	DB	MCDONALD, W LOUIS	415	3,345.00	016ASRWR	26	1825	152	2-19-97	0
51W	51005249	DB	MCDONALD, W LOUIS	415	3,345.00	033BSRWR	19	1825	212	2-19-97	0
51W	51005250	DB	MCDONALD, W LOUIS	415	3,340.00	033BSRWR	51	1825	212	2-19-97	0
51W	51005251	DB	MCDONALD, W LOUIS	415	3,345.00	024CSRWR	40	1871	341	8-14-97?	0
51W	51005300	DB	MCDONALD, W LOUIS	415	3,838.04	031CSRWR	51	1901	372	11-14-97	0
51W	51006482	DB	MCDONALD, W LOUIS	415	3,020.00	018ASRWR	44	1912	605	2-13-98	0
51W	51006772	DB	MCDONALD, W LOUIS	415	3,345.00	017DSRWR	47	1825	172	2-19-97	0
51W	51006864	DB	MCDONALD, W LOUIS	415	3,345.00	016DSRWR	46	1825	198	2-19-97	0
51W	51007453	DB	MCDONALD, W LOUIS	415	3,350.00	021ASRWR	8	1879	477	9-8-97	0
51W	51008910	DB	MCDONALD, W LOUIS	415	3,063.50	026CSRWR	47	1834	181	3-29-97	0
51W	51008923	DB	MCDONALD, W LOUIS	415	3,355.00	017CSRWR	2	1814	232	10-23-96	0
51W	51009105	DB	MCDONALD, W LOUIS	415	3,345.00	015ASRWR	3	1912	611	2-13-98	0
51W	51950132	DB	MCDONALD, W LOUIS	415	3,345.00	028BSRWR	14	1825	118	2-19-97	0
51W	51990244	SS	MCDONALD, W. LOUIS	415	1,911.94	013ASRWR	39	200108710		5-11-01	0
	TOTAL WOLF RUN ACCOUNT BALANCES				530,764.38						

51W	51002933	DB	INC, GROUPWISE	415	1,635.00	031BSRWR	46	200212783	8-7-02	0
	WOLF RUN ACCOUNT BALANCE				1,635.00					
51S	51006180	PL	INC, GROUPWISE	390	395.03	054BSRSW	23	200411535	5-15-04	0
51S	51007155	AC	INC, GROUPWISE	390	0.00	053BSRSW	2			0
51S	51930236	AC	INC, GROUPWISE	390	395.00	047ASRSW	17	200412378	5-29-04	0
	SILVERWOODS ACCOUNT BALANCE				790.03			200402623	2-7-04	
	TOTAL GROUPWISE, INC. ACCOUNT BALANCES				5,520.03					

PUBLIC OFFERING STATEMENT

For

WOLF RUN MANOR

AT

TREASURE LAKE

1129 Treasure Lake

DuBois, PA 15801

Crown Resorts, Ltd.
Seller of Wolf Run Manor
PO Drawer 1568
Gautier, MS 39553

"THIS PUBLIC OFFERING STATEMENT CONTAINS IMPORTANT INFORMATION WHICH SHOULD BE CONSIDERED PRIOR TO ACQUIRING A TIMESHARE INTERVAL."

"THE STATEMENTS CONTAINED HEREIN ARE SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL DOCUMENTS AND OTHER ITEMS REFERENCED IN THIS PUBLIC OFFERING STATEMENT FOR MORE DETAILED INFORMATION."

"ORAL REPRESENTATIONS SHOULD NOT BE RELIED ON AS CORRECT STATEMENTS. REFER TO THIS DOCUMENT FOR CORRECT REPRESENTATIONS.

This contains important matters in purchasing a Timeshare Unit or Interval Ownership. The Buyer should read and understand all contracts and other sales material before purchasing a Timeshare Unit.

EXHIBIT "B-1"

WOLF RUN MANOR ASSOCIATION
FY 2005 BUDGET - OPERATING FUND

	Total Amount	Amount Per Week	
NON-DUES OPERATING INCOME	31,990	15.92	
OPERATING EXPENSES			
General Office	21,281	10.59	
Replacements	17,210	8.56	
Monthly Unit Services	149,023	74.16	
Cost/Rent of Equipment	4,440	2.21	
Reservations/Administration	60,511	30.11	
Recreation	40,354	20.08	
Housekeeping	80,875	40.25	
Building Maintenance	43,800	21.80	
Grounds Maintenance	26,000	12.94	
Vehicle Maintenance	1,800	0.90	
Management Fees	100,068	49.80	
Accounting/Collections	58,800	29.26	
POA Fees	36,544	18.19	
Professional Services	9,103	4.53	
Property & Misc Taxes	101,196	50.36	
Property/Liability Insurance	66,000	32.85	
Depreciation	7,188	3.58	
Total Operating Expenses	824,194	410.17	
NET OPERATING EXPENSE TO BE FUNDED	(792,204)	(394.25)	
Less: Member Dues, Net	792,204	394.25	**394.25**
NET OPERATING SURPLUS/(LOSS)	0	(0.00)	

FY 2005 BUDGET - RESERVE FUND

	Total Amount	Amount Per Week	
Reserve Dues Income	41,700	20.75	**20.75**
Reserve Expenditures	0	0.00	
NET RESERVE FUND CARRIED FORWARD	41,700	20.75	
COMBINED FUNDS - NET SURPLUS/(LOSS)	41,700	20.75	**415.00**

NOTE: This budget is for the period April 1, 2004 through March 31, 2005.

AMENDMENT TO THE DECLARATION OF INTERVAL OWNERSHIP OF WOLF RUN MANOR CORPORATION, SILVERWOODS ADDITION RECORDED IN CLEARFIELD COUNTY MISC. BOOK 927, PAGE 273

WHEREAS, Wolf Run Manor Corporation hereinafter called "Declarant" filed of record in the office of the Recorder of Deeds of Clearfield County in Miscellaneous Book 927, page 273 a certain Declaration of Interval Ownership hereinafter referred to as "Declaration" pertaining to a subdivision of a portion of Declarant's real property designated as the Silverwoods Addition which Declarant was the owner by virtue of a deed dated November 15, 1983 and recorded in Clearfield County Deed Book Volume 917, page 149; and

WHEREAS, the Unit Owners are desirous of making a certain amendment to exhibit "II" attached to the recorded Declaration as provided for in Article X of the Declaration that states the Declaration may be amended at any regular meeting of the Unit Owners called and convened in accordance with the By-Laws, by the affirmative vote of Voting Members present or by proxy casting not less than fifty-one percent (51%) of the total vote; and

WHEREAS, at a duly convened meeting of the Unit Members of the Association held on February 23, 2002 a majority of the voting members approved the amendment to exhibit "II" for the express purpose of correcting an error to the original attachment of the exhibit hereinafter recited; and

NOW, THEREFORE, the exhibit "II" of the Declaration is amended as follows on the attached exhibit labeled "AMENDED EXHIBIT II" and attached hereto and made a part hereof.

IN WITNESS WHEREOF, Silverwoods Association, Inc has caused a common and corporate seal to be affixed to these presents by the hand of its President, and duly attested to by its Secretary this 25th day of February 2002.

ATTEST:

BY: _____
Secretary

SILVERWOODS ASSOCIATION, INC.

BY: _____
President

SILVERWOODS ASSOCIATION INC. CORPORATE SEAL PENNSYLVANIA

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200209967
RECORDED ON
Jun 24, 2002
12:46:24 PM
Total Pages: 7

RECORDING FEES -- $19.00
RECORDER
COUNTY IMPROVEMENT $2.00
FUND:
RECORDER $3.00
IMPROVEMENT FUND
STATE WRIT TAX $0.50
TOTAL $24.50
CUSTOMER
SERVICE RESORT PROPERTIES

STATE OF PENNSYLVANIA

COUNTY OF CLEARFIELD

WOLF RUN MANOR TOWNHOUSES
DECLARATION OF INTERVAL OWNERSHIP
TREASURE LAKE
DUBOIS, PENNSYLVANIA

This Declaration and by-laws which are attached hereto and made a part hereof, is made and executed this the 18th day of SEPTEMBER, 1981, by Wolf Run Manor Corp., a Pennsylvania corporation hereinafter referred to as "Wolf Run", for itself, its successors, and grantees.

WITNESSETH

WHEREAS, Wolf Run is the owner of the fee simple title to the real property located in Sandy Township, Clearfield County, Pennsylvania as more particularly described and set forth as townhouse property in the Survey Exhibits attached hereto as "Exhibit I", which are made a part hereof as though fully set forth herein, said townhouse property referred to as the "land"; and

WHEREAS, it is the intention of Wolf Run to submit the property to interval ownership and sell and convey the same to various purchasers, subject to the covenants, conditions, restrictions and by-laws provisions, herein provided and reserved to be kept and observed: and

WHEREAS, Wolf Run desires and intends by following this Declaration and the Exhibits attached hereto to submit the property to interval ownership and to impose upon said property mutually beneficial restrictions under a general plan of improvement for the benefit of said property and the owners thereof.

NOW THEREFORE, Wolf Run does hereby publish and declare that all the property referred to above and as set out and described on the Exhibits hereto is held and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved as Interval Ownership units and approved subject to the following covenants, conditions, restrictions, uses, limitations, declarations and obligations, all of which are declared and agreed to in furtherance of a plan for the improvement of said property and the divisions thereof into townhouse units (hereinafter defined) and the same shall be deemed to run with the land and shall be a burden and a benefit to Wolf Run, its successors, grantees and assigns, and any persons acquiring or owning an interest in the property, their grantees, and successors, heirs, devisees, assigns and personal representatives.

I.

Definitions

As used in this Declaration of Interval Ownership, and By-laws and Exhibits attached hereto, and all amendments thereof, unless the contracts otherwise provide, the following definitions shall prevail:

A. Declaration of Interval Ownership means this instrument as it may, from time to time, be amended.

B. Association means Wolf Run Manor Association and it is responsible for the operation of the timesharing unit. During any period when a management agreement is in effect, any rights and responsibilities of the association shall also be the right and responsibility of management firm under said management agreement.

C. By-laws means the by-laws of the association, as they exist from time to time.

D. Common expenses means the expenses for which the unit owners are liable as designated by the Association, including but not limited to membership fees, assessments, maintenance fees, which may include capital replacements, taxes, insurance, utilities, maid service, operational cost, sinking fund and other related expenses.

E. Common surplus means the excess of all receipts of the Association over and above the amount of common expenses.

F. Expenses means a share of the funds required for the payment of emergency expenses which, from time to time, are assessed against the unit owners.

G. Townhouse means a house whose sidewalls abut the sidewalls of a house on the adjacent lot. Each owner owns the outside walls of his house and the entire lot is owned by the owners of the house.

H. Unit owner or owner of a unit, means the owner of a townhouse.

I. Wolf Run means Wolf Run Corporation, a Pennsylvania Corporation, its successors and assigns.

J. Institutional mortgagee means a bank, savings and loan association, insurance company or union pension fund authorized to do business in the United States of America, an agency of the United States government, a real estate or mortgage investment trust, or a lender generally recognized in the community as an institutional type lender.

K. Mortgage shall mean a deed of trust as well as a mortgage and a Mortgagee shall mean the beneficiary under or holder of a deed of trust as well as a mortgage.

L. Occupant means a person or persons other than the unit owner in possession of the unit.

M. Timesharing documents means this Declaration, the by-laws and all exhibits annexed hereto, as the same may be amended from time to time.

N. Board of administration or board of directors means the representative body responsible for the administration of the association.

O. Interval ownership is a concept whereby units are conveyed for periods of time, the purchaser receiving a dated time period for a period of years, together with a remainder over in fee simple as tenant in common with all other purchasers of unit weeks in such townhouse units in the year 2030.

P. Unit week means a period of ownership in a townhouse committed to interval ownership. Unit weeks are computed as follows: Unit week One is the seven (7) days commencing on the first day in each year as delineated in Exhibit II attached hereto. Unit Week Two is the seven (7) days exceeding additional weeks up to and including Unit Week 52 and are computed in the like manner. Unit Week 52 contains the seven days preceding the end of Unit Week 51 without regard to the month or year. Unit Week 53 contains any excess days. Unit weeks run from 5:00 P.M. on the first day of the period to 10:00 A.M. on the last day of the period or as otherwise amended by Exhibit II.

Q. Common surplus means the excess of all receipts of the association, including but not limited to, assessments, rents, profits and revenues on account of the common element, over and above the common expenses.

R. Timesharing property means and includes the land in a timesharing unit, whether or not contiguous and all improvements thereon and all easements and rights appurtenant thereto, intended for use in connection with the timesharing unit.

S. Assessment means a share of the funds required for payment of emergency expenses, which, from time to time, may be assessed against the owners.

T. Unit or Townhouse Unit refers therein to each of the separate and identified Townhouse buildings delineated in the Survey attached to the Declaration as Exhibit I.

II.

NAME

The name by which these townhouse are to be identified shall be "Wolf Run Manor".

III.

COMMITTING A UNIT TO INTERVAL OWNERSHIP

A unit shall become a unit committed to Interval Ownership upon the recording of a declaration by Wolf Run which commits said unit to interval ownership. No unit may be committed to Interval Ownership by any person, or other entity other than Wolf Run. A unit will no longer be committed to Interval Ownership any time all unit weeks are owned by the same legal entity. Notwithstanding the above, Wolf Run may assign its rights to commit units to any other entity to which it conveys substantially all units which it owns in the Townhouse property.

IV.

IDENTIFICATION OF UNITS

The Townhouse property consists essentially of all units and other improvements as set forth in Exhibit I attached hereto and for purpose of identification, all units located on said Townhouse property are given identifying numbers and are delineated on the Survey Exhibits, collectively identified as "Exhibit I", hereto attached and made a part of this Declaration. No unit bears the same identifying number as does any other unit. The aforesaid identifying number as to the unit is also the identifying number as to the Townhouse parcel. The said Exhibit I, also contains a survey of the land, graphic description of the improvements, and a plot plan and, together with this Declaration, they are in sufficient detail to identify the location, dimensions and size of the common elements and of each unit, as evidenced by the Certificate of the Registered Land Surveyor hereto attached. The legend and notes contained with the said Exhibit are incorporated herein and made a part hereof by reference.

V.

INDENTIFICATION OF UNITS COMMITTED TO INTERVAL OWNERSHIP

Wherever the term "Unit Owner" or "Unit Owners" is used anywhere within the context of this Declaration or any Amendment or Supplementary Declaration hereto, it shall be construed to include all owners of unit weeks within any unit committed to interval ownership as one unit owner.

VI.

VOTING RIGHTS

Each interval owner shall be entitled to one vote for each Unit Week owned. An interval owner may vote by means of a proxy.

VII.

COMMON EXPENSE AND COMMON SURPLUS

The common expenses of the Townhouses, including the obligation of each unit owner under the Management Agreement attached to this Declaration, shall be shared by the unit owners, as specified and set forth in Exhibit III. The foregoing ratio of sharing common expenses and assessments shall remain, regardless of the purchase price of the Townhouse, their location, or the building square footage included in each Townhouse.

Any common surplus of the Association shall be owned by each of the unit owners in the same proportions as their percentage ownership interest in the Townhouses - any common surplus being the excess of all receipts of the Association from these Townhouses, over the amount of the common expenses of the Townhouses.

VIII.

MAINTENANCE FEE FOR UNITS COMMITTED TO INTERVAL OWNERSHIP

All owners of Unit Weeks in Units committed to Interval Ownership shall pay a "maintenance fee". The maintenance fee shall include the following:

The particular Unit Week Owner's share of common expenses, as set forth in Paragraph VII above;

Repair and upkeep of Units for normal wear and tear (example - repainting interior walls);

Repair and replacement of furniture, fixtures, appliances, carpeting and utensils;

Casualty and/or liability insurance on the Unit;

Capital expenditures

Utilities for the subject Unit;

Personal property, real estate, and any other applicable taxes;

Any other expenses incurred in the normal operations and maintenance of the Unit which cannot be attributed to a particular Unit Week Owner. (For example - management fee)

The maintenance fee shall be prorated among all Owners of Unit Weeks. The foregoing shall not apply to any Unit Week conveyed to the Association. Resort or its designated assignee shall have the right to levy a lien for any unpaid fees, dues, and assessments and taxes.

IX.

MAINTENANCE WEEK IN UNITS COMMITTED TO INTERVAL OWNERSHIP

Upon conveying fifty (50) Unit Weeks in any Unit committed to Interval Ownership, or six (6) months from the date of the first conveyance under Interval Ownership in any Unit committed to Interval Ownership, whichever date comes first, Wolf Run agrees to convey and the Association agrees to accept up to two unit weeks to be used for maintenance purposes. Wolf Run shall have the right to choose the Unit Week(s) to be so conveyed. In the event any one person, or other legal entity becomes holder of record title to all unit weeks in any one unit that person, or other legal entity, may cause the Association to convey said unit weeks conveyed to the Association to it by notifying the Association, in writings, of its desire that said unit cease being a unit committed to interval ownership. The Association shall execute the necessary papers to complete said conveyance no later than sixty (60) days after notice. All expenses of said conveyance, including state stamps and recording fees, shall be borne by the person, or other legal entity, desiring such conveyance.

X.

METHOD OF AMENDMENT OF DECLARATION

This Declaration may be amended at any regular or special meeting of the Unit Owners, called and convened in accordance with the By-Laws, by the affirmative vote of Voting Members present or by proxy casting not less than fifty-one percent (51%) of the total vote.

All Amendments shall be recorded and certified. Subject to the provisions of Article VII, no Amendment shall change any Townhouse Unit's proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any Unit, unless the record Owners(s) thereof, and all record Owners of mortgages or other voluntarily placed liens thereon, shall join in the execution of the Amendment. No Amendment shall be passed which shall impair or prejudice the rights and priorities of any mortgages or change the provisions of this Declaration with respect to Institutional Mortgages without the written

approval of all Institutional Mortgages of record, nor shall the provisions of Article XV of this Declaration be changed without the written approval of all Institutional Mortgagees of record.

No amendment shall change the rights and privileges of Wolf Run without Wolf Run's written approval.

Wolf Run, so long as it owns more than twenty-five percent (25%) of the Townhouses or Unit Weeks in the Townhouse, reserves the right at any time to amend the Declaration, as may be required by any lending institution or public body or in such manner as Wolf Run may determine to be necessary to carry out the purposes of the project provided that such Amendment shall not increase the proportion of common expenses borne by the Townhouse Owners.

XI.

BY-LAWS

The operation of the Townhouse property shall be governed by the By-Laws of the Association. (Exhibit IV)

No modification of or Amendment to the By-Laws of said Association shall be valid unless set forth in or annexed to a duly recorded Amendment to this Declaration. The By-Laws may be amended in the manner provided for therein, but no Amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any Townhouse, or which would change the provision of the By-Laws with respect to Institutional Mortgages without the written approval of all Institutional Mortgagees of record. No Amendment shall change the rights and privileges of Wolf Run without Wolf Run's written approval. Any Amendment to the By-Laws, as provided herein, shall be executed by the parties as required in this Article and in Article X above.

XII.

THE OPERATING ENTITY

The operating entity of the Townhouses shall be the Association. The said association upon agreement of its board of directors shall have the right to assign its obligations of management, maintenance and collection of common expenses and all the other management functions of the association to an acceptable management agent. The said association, or its designated assignee shall have all the powers and duties granted to or imposed upon it by this Declaration and the By-Laws of the Association, and all of the powers and duties necessary to operate the Townhouses, as set forth in this Declaration and the By-Laws, and as they may be amended from time to time.

XIII.

Maintenance Fees, Assessments, Membership Fees, Recreation Fee

Maintenance Fees.

The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sum or sums necessary and adequate as maintenance fees to provide for the common expenses of the Townhouse. The maintenance fees shall be levied against each Townhouse Unit Owner as provided for in Article VII of this Declaration. The maintenance fee shall be due and payable annually (if the interval ownership is not financed by seller). Maintenance fees are due and payable monthly on installment transactions. Due dates shall be determined by the Board of Directors of Wolf Run Manor Association or its designated assignee. Maintenance fees that are unpaid for over ten (10) days after due shall bear interest at the rate of ten percent (10%) per annum from due date until paid, and at the sole discretion of the Board of Directors, a late charge of twenty five dollars shall be due and payable. Monthly bills for the same shall not be mailed and delivered to Unit owners. Maintenance fees for units committed to interval ownership shall be due and payable annually or as determined by the association.

Assessments.

Assessments for emergency purposes upon showing of good cause, may also be levied by the association through its Board of Directors. This assessment shall be due and payable as determined by the Board of Directors of Wolf Run Manor Association or as designated assignee.

Assessments that are unpaid for over ten (10) days after due shall bear interest at the rate of ten percent (10%) per annum from due date until paid, and at the sole discretion of the Board of Directors, a late charge of twenty five dollars shall be due and payable. Assessments for emergency purposes may also be levied by the Association by its Board of Directors. The assessments shall be due and payable as determined by the Board of Directors of the Association.

Membership Fee.

The membership fee is that fee levied against the interval owner in exchange for the use of any amenities controlled by Treasure Lake Property Owners Association, Inc. This fee is contained in the amount that the interval owner pays to Wolf Run Manor Association which in turn pays that portion of fee on behalf of the interval owner.

The Association, or its designated assignee shall have a lien on each Townhouse Unit Week for unpaid assessments, maintenance fee and membership fee together with interest thereon, against the Unit Owner of such Townhouse, together with a lien on all tangible personal property located within said Unit, except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record. Reasonable attorneys' fees incurred by the Association incident to the collection of such assessments, maintenance fee and membership fee or the enforcement of such lien, together with all sums advanced and paid by the Association for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association, in order to preserve and protect its lien, shall be payable by the Unit Owner and secured by such lien. The Board of Directors, may take such action as it deems necessary to collect assessments, maintenance fee and membership fee by personal action or by enforcing and foreclosing said lien, and may settle and compromise the same if deemed in its best interest. Said lien shall be effective as and in the manner provided for by law. The Association, shall be entitled to bid at any sale held pursuant to a suit to foreclose such lien, and to apply as a cash credit against its bid, all sums due, as provided herein, covered by the lien enforced. In case of such foreclosure, the Unit Owner shall be required to pay a reasonable rental for the Townhouse for the period of time said Townhouse is occupied by the Unit Owner or anyone by, through or under said Unit Owner, and Plaintiff in such foreclosure shall be entitled to the appointment of a Receiver to collect same from the Unit Owner and/or Occupant.

In the case of a lien against an Owner of Unit Weeks in a Unit committed to Interval Ownership, said lien shall be limited to the Unit Weeks owned by said Owner and shall not encumber the property, real or personal, of any other Owner of Unit Weeks in said Unit.

Where the Mortgagee of an Institutional First Mortgage of record, or other purchaser of a Townhouse, obtains title to a Townhouse as a result of foreclosure of the Institutional First Mortgage, or when an Institutional First Mortgagee of record accepts a Deed to said Townhouse in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the shares of maintenance fees or assessment by the Association pertaining to such Townhouse, or chargeable to the former Unit Owner of such Townhouse, which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such Deed in lieu of foreclosure. Such unpaid share of maintenance fees or assessments shall be deemed to be common expenses collectible from all of the Unit Owners, including such acquirer, his successors and assigns.

Any person who acquires an interest in an Unit, except through foreclosure of an Institutional First Mortgage of record, or by virtue of an Institutional First Mortgagee accepting a Deed to a Townhouse in lieu of foreclosure, as specifically provided hereinabove including, without limitation, persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy of the Unit or enjoyment of the Common Elements until such time as all unpaid assessments and maintenance fee due and owing by the former Unit Owners have been paid. The Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments and maintenance fee to Wolf Run, or to any Unit Owner or group of Unit Owners, or to any third party.

Recreation Fee

The recreation fee is that fee levied against the interval owner in exchange for use of any amenities owned by Recreation Land Corporation. This fee is contained in the amount that the Interval Owner pays to Wolf Run Manor Association which in turn pays that portion of the fee on behalf of the interval owner. A Unit Owner, Unit Owner's spouse and Unit Owner's children, age 25 years and under living at home, shall be entitled to year around use of the recreational facilities.

Failure of an interval owner to pay any fee or assessment may preclude said interval owner from the use of any recreational facilities.

XIV.
INSURANCE PROVISIONS

I. Insurance

A. Purchase of Insurance: The Association shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance insuring all of the insurable improvements within the Townhouse, together with such other insurance as the Association deems necessary in and for the interest of the Association, all Unit Owners and their Mortgagees as their interest may appear, in an amount which shall be equal to the maximum insurable replacement value as determined annually; and the premiums for such coverage and other expenses in connection with said insurance shall be assessed against the Unit Owners as part of the common expense. The named insured shall be the Association, individually and as Agent for the Unit Owners, without naming them, and as Agent for their Mortgagees.

Provision shall be made for the issuance of Mortgagee endorsements and memoranda of insurance to the Mortgagees of Unit Owners. Such policies shall provide that payments for losses thereunder by the insurer shall be made to the insurance trustee hereinafter designated, and all policies and endorsements thereon shall be deposited with the insurance trustee. Unit owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense.

B. Coverage:

(1) Casualty. All Townhouse buildings shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and all personal property included in the Townhouse shall be insured for its value, all as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:

(a) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and

(b) Such other risks as from time to time shall be customarily covered with respect to Townhouses including but not limited to vandalism and malicious mischief.

(2) Public Liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association and with cross liability and endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner.

(3) Insurance on Units Committed to Interval Ownership. The Board of Directors of the Association, shall obtain casualty and liability insurance, as needed, on all Units committed to Interval Ownership. Each such policy shall reflect the respective interest of the Association, and all Owners of Unit Weeks in each Unit. Casualty insurance shall be in an amount equal to the maximum insurable replacement value of the Unit and the personal property therein without deduction for depreciation as determined annually by the Board of Directors of the Association. The premiums shall be a part of the maintenance fee. All losses thereunder shall be payable to the Insurance Trustee hereinafter designated. All such proceeds shall be used for the purpose of repair or replacement of any loss, or in the event such loss is not to be repaired or replaced, as determined elsewhere, to be divided among all Owners of Unit Weeks in such Unit in accordance with their percentage interest in remainder. Any deficit or overage in such proceeds, after repair or replacement, shall be divided among all such Owners of Unit Weeks in that Unit. Deficits shall be treated as a prorated assessment and billed to each Unit Owner.

(4) Workmen's Compensation policy to meet the requirements of law.

(5) Such other Insurance as the Board of Directors of the Association shall determine from time to time desirable.

C. Premiums: Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

D. Insurance Trustee; Shares of Proceeds: All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their Mortgagees, as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the insurance trustee, which shall be designated by the Board of Directors and which shall be any bank or trust company in Pennsylvania. The insurance trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein and for the benefit of the Unit Owners and their Mortgagees in the following shares, but which shares need not be set forth on the records of the insurance trustee:

(1) Townhouses. Proceeds on account of damage to Units shall be held in the following undivided shares:

(a) When the Building is to be Restored - For the Owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner, which cost shall be determined by the Association.

(b) When the Building is Not to be Restored - A share for each Unit Owner, equal to the percentage of ownership of Unit Weeks owned against the total number of Unit Weeks committed to Interval Ownership of that particular Townhouse.

(2) Mortgagees. In the event a mortgage endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the Mortgagee and the Unit Owner as their interests may appear; provided, however, that no Mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no Mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions thereof made to the Unit Owner and Mortgagee pursuant to the provisions of this Declaration.

E. Distribution of Proceeds: Proceeds of insurance policies received by the insurance trustee shall be distributed to or for the benefit of the beneficial Owners in the following manner:

(1) Expense of the Trust. All expenses of the insurance trustee shall be first paid or provision made therefor.

(2) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial Owners. Remittance to Unit Owners and their Mortgagees being payable jointly to them. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by such Mortgagee.

(3) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds, shall be distributed to the beneficial Owners, remittances to Unit Owners and their Mortgagees being payable jointly to them. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by such Mortgagee.

(4) Certificate. In making distribution to Unit Owners and their Mortgagees, the insurance trustee may rely upon a certificate of the Association made by its President and Secretary as to the names of the Unit Owners and their respective shares of the distribution.

F. Association as Agent: The Association is hereby irrevocably appointed Agent for each Unit Owner and for each Owner of a mortgage or other lien upon a Unit and for each Owner of any other interest in the Townhouse to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

G. Notice of Insurance Coverage: In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owners, the Association will give Notice of the exposure within a reasonable time to all Unit Owners who may be exposed to the liability and they shall have the right to intervene and defend.

H. Inspection of Insurance Policy: A copy of each insurance policy obtained by the Association shall be made available for inspection by Unit Owners at reasonable times.

II. RECONSTRUCTION OR REPAIR AFTER CASUALTY

A. Determination to Reconstruct or Repair: If any part of the Townhouse shall be damaged by casualty, whether it shall be reconstructed or repaired shall be determined in the following manner:

(1) Lesser Damage - If the damaged townhouse is found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired unless within 60 days after the casualty, it is determined by Agreement in the manner elsewhere provided that the Townhouse Interval Ownership status shall be terminated.

(2) Major Damage - If the damaged Townhouse is found by the Board of Directors to be not tenantable, then the damaged Townhouse will not be reconstructed or repaired and Townhouse Interval Ownership will be terminated without Agreement as elsewhere provided, unless within 60 days after the casualty, the Owners agree in writing to such reconstruction or repair.

(3) Certificate. The insurance trustee may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

B. Plans and Specifications: Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, portions of which are attached hereto as Exhibits; or if not, then according to plans and specifications approved by the Board of Directors of the Association.

C. Responsibility: If the damage is only to those parts of one Townhouse Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

D. Estimates of Costs: Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable detailed estimates of the cost to rebuild or repair.

E. Assessments: The amount by which an award of insurance proceeds to the insurance trustee is reduced on account of a deductible clause in an insurance policy shall be assessed against all Unit Owners in proportion to their number of Unit Weeks owned. If the proceeds of such assessments and of the insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if any time during reconstruction and repair or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstructions and repair are insufficient, assessments shall be made against the Unit Owners of that Townhouse, in sufficient amount to provide funds for the payment of such costs. Such assessments amount to provide funds for damage to Townhouse shall be in proportion to the cost of reconstruction and repair of their respective Units.

F. Construction Funds: The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the insurance trustee and funds collected by the Association from assessments against Unit Owners, shall be disbursed in payment of such costs in the following manner:

(1) Association. If the total assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair which is the responsibility of the Association is more than $5,000.00, then the sums paid upon such assessments shall be deposited by the Association with the insurance trustee. In all other cases, the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

(2) Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the insurance trustee by the Association from collections of assessment against Unit Owners on account of such Casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(a) Association - Lesser Damage - If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than $5,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the insurance trustee by a Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund. Such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(b) Association - Major Damage - If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than $5,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association or upon approval of an architect qualified to practice in Tennessee and employed by the Association to supervise the work.

(c) Unit Owner - The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Unit Owner shall be paid by the insurance trustee to the Unit Owner, or if there is a mortgage endorsement as to such Unit, then to the Unit Owner and Mortgagee jointly, who may use such proceeds as they may be advised.

(d) Surplus - It shall be presumed that the first monies disbursed in payment of costs and reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial Owners of the fund in the manner elsewhere stated;

Except, however, that the part of a distribution to a beneficial Owner which is not in excess of assessments paid by such Owner into the construction fund shall not be made payable to any Mortgagee.

(e) Certificate - Notwithstanding the provisions herein, the insurance trustee shall not be required to determine whether or not sums paid by Unit Owners upon assessments shall be deposited by the Association with the insurance trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the assessments paid by Owners. Instead, the insurance trustee may rely upon a certificate of the Association, made by its President and Secretary, as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the name of the payee and the amount to be paid; provided, that when a Mortgagee is herein required to be named as payee, the insurance trustee shall also name the Mortgagee as a payee of any distribution of insurance proceeds to a Unit Owner; and further provided that if the Association or a Mortgagee which is the beneficiary of an insurance policy, the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

XV.
USE AND OCCUPANCY

A. Residential Use Restriction: The Owner of a Townhouse shall occupy and use his Townhouse as a single family private dwelling for himself and the members of his family, his social guests, lessees, licensees and invitees. Notwithstanding the foregoing, nothing in this Declaration shall be construed to restrict Wolf Run, or any successor in interest to Wolf Run, from selling and/or conveying any unit under a plat of Interval Ownership, or any person, group of persons, corporation, partnership, or other entity, from selling, reconveying, or any other way, transferring same, at any time under said plan of Interval Ownership.

B. Prohibited Acts: The Unit Owner shall not permit or suffer anything to be done or kept in his Unit which will increase the rate of insurance in the Condominium property, or which will obstruct or interfere with the rights of other Unit Owners, or annoy them by unreasonable noises, or otherwise, nor shall the Unit Owners commit or permit any nuisance, immoral or illegal acts in or about the Townhouse property.

C. Animals or Pets: No animals or pets of any kind shall be kept in any unit or on any property of the townhouse except subject to some Rules and Regulations as may be adopted by the Board of Directors for the keeping of said pets; provided that such house pets causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property subject to these restrictions upon three (3) days written notice from the Management Firm or the Board of Directors of the Association. Once permission is granted, as provided in this paragraph, it may not be withdrawn or terminated unless such house pet has caused or created a nuisance or unreasonable disturbance as provided in this paragraph.

D. Restrictions on Alterations: The Owner of a Unit shall not cause anything to be affixed or attached to, hung, displayed or placed, on the exterior walls, doors or windows of the Townhouse, nor shall they cause any type of ground coverage to be installed nor shall they grow any type of plant, shrubbery, flower, vine or grass outside their Unit, nor shall they cause awnings or storm shutters, screens, enclosures and the like to be affixed or attached to any Units, nor shall they place any furniture or equipment outside their Unit except with the prior written consent of the Board of Directors and further, when approved, subject to the Rules and Regulations adopted by the Board of Directors. No clothes lines or similar device shall be allowed on any portion of the Townhouse property, nor shall clothes be hung anywhere except where designated by the Board of Directors of the Association.

E. Holdover Interval Owners: In the event any Owner of a Unit Week in a Townhouse committed to Interval Ownership fails to vacate his Unit at the expiration of his period of Ownership each year, or at such earlier time as may be fixed by the Rules and Regulations adopted by the Association from time to time, he shall be deemed a "holdover owner". It shall be the responsibility of the Association to take such steps as may be necessary to remove such holdover Owner from the Unit, and to assist the Owner of any subsequent Unit Week, who may be affected by the holdover Owner's failure to vacate, to find alternate accommodations during such holdover period.

In addition to such other remedies as may be available to it, the Association or its designated assignee shall secure, as its expense, alternate accommodations for any Owner who may not occupy his Unit due to the failure to vacate of any holdover Owner. Such accommodations shall be as near in value to the Owner's own Unit as possible. The holdover Owner shall be charged a sum equal to three times the cost of such alternate accommodations, any other costs incurred due to his failure to vacate, and an administrative fee of $50.00 per day during his period of holding over. In the event it is necessary that the Association contract for a period greater than the actual period of holding over, in order to secure alternate accommodations as set forth above, the entire period shall be the responsibility of the holdover Owner, although the $50.00 per day administrative fee shall cease upon actual vacating by the holdover Owner.

The Association shall submit a bill to the holdover Owner in accordance with this paragraph. In the event the holdover Owner fails to pay same within ten (10) days of the date of same, a lien shall be filed against said holdover Owner's Unit Weeks in accordance with the provisions of Article XIV hereof.

The above provisions of Article XVI, E, shall not abridge the Association's right to take such other action as is provided by law including, but not limited to, eviction proceedings.

XVI.
MAINTENANCE AND ALTERATIONS

A. The Board of Directors of the Association may enter into a Contract with any firm, person or Corporation, or may join with other Property Owner Associations and entities in contracting for the maintenance and repair of the Townhouse property and other type properties, and may contract or may join with other Property Owner Associations in contracting for the management of the Townhouse property and other type properties, and may delegate to the Contractor or Manager all the powers and duties of the Association, except such as are specifically required by this Declaration, or by the By-Laws, to have the approval of the Board of Directors or the membership of the Association. The Contractor or Manager may be authorized to determine the budget, recommend assessments for emergency purposes and collect maintenance fee, as provided by this Declaration, By-Laws, and exhibits to the Declaration.

B. Each Owner of a Townhouse not committed to Interval Ownership agrees as follows:

(1) To maintain in good condition and repair his Townhouse and all interior and exterior surfaces within or surrounding

his Townhouse (such as,the surfaces of the walls, ceilings, floors, roofs,) and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his Townhouse.

(2) Not to make or cause to be made any structural addition, alteration, decoration, repair, replacement or change to any outside or exterior portion of the building whether within a Unit without the prior written consent of the Board of Directors of the Association.

C. Each Owner of Unit Weeks in a Townhouse committed to Interval Ownership agrees:

(1) To pay his proportionate share of the cost of the maintenance and repair of all interior and exterior components of said Townhouse, the cost of maintenance, repair and replacement of all appliances, furniture, carpeting, fixtures, equipment, utensils, and other personal property within said Unit, and such other cost of repair, maintenance, upkeep and operation of the Unit as is necessary to the continued enjoyment of said Unit by all said Owners of Unit Weeks therein.

(2) Not to make, cause, or allow to be made, any repairs, modifications, alterations, or replacements to the outside or exterior portion of the Townhouses, or of the furnishings, appliances, personal property or decor thereof, without the prior written consent of the Board of Directors of the Association, and all other Owners of Unit Weeks therein.

(3) Expenses of repairs or replacements to the Unit or its components, furnishing, carpeting, appliances, or other property, real, personal, or mixed, occasioned by the specific use or abuse of any Owner of Unit Weeks in any Unit, or any licensee or tenant of said Owner, shall be borne in their entirety by said Owner.

(4) The Association, shall determine the interior color scheme, decor and furnishing, of each such Townhouse, as well as the proper time for redecorating and replacements thereof.

D. All Owners of Townhouses, including Owners of Unit Weeks in Townhouse committed to Interval Ownership, agree as follows:

(1) To allow the Board of Directors, or the agents or employees of any Management Firm or the Association, to enter into any Unit for the purpose of maintenance, inspection, repair, replacement of the improvements within the Units, or to determine in case of emergency, circumstances threatening Units, or to determine compliance with the provisions of this Declaration and the By-Laws of the Association.

(2) To show no signs, advertisements or Notices of any type on his Unit, and to erect no exterior antenna or aerials, except as consented to by the Board of Directors of the Association.

E. In the event the Owner of a Townhouse Unit fails to maintain the said Unit as required herein, or makes any alterations or additions without the required written consent, or otherwise violates or threatens to violate the provisions hereof, the Association, shall have the right to proceed in a Court of equity for an injunction to seek compliance with the provisions hereof. In lieu thereof and in addition thereto, the Association shall have the right to levy an assessment against the Owner of a Townhouse Unit, and the Unit, for such necessary sums to remove any unauthorized addition or alteration and to restore the property to good condition and repair. Where said failure, alteration, addition, or other violation is attributable to an Owner of Unit Weeks in a Townhouse Unit committed to Interval Ownership, any such levy of an assessment shall be limited to the Unit Weeks owned by said Owner of Unit Weeks and shall be of no force and effect as to any other Owner of Unit Weeks in said Unit. Said assessment shall have the same force and effect as all other special assessments. The Association, shall have the further right to have its employees or agents, or any subcontractors appointed by it, enter a Unit at all reasonable times to do such work as is deemed necessary by the Board of Directors of the Association, to enforce compliance with the provisions hereof.

F. The Association, shall determine the exterior color scheme, and interior color scheme of the Townhouses, and shall be responsible for the maintenance thereof, and no Owner shall paint an exterior wall, door, window, or any exterior surface, or replace anything thereon or affixed thereto, without the written consent of the Board of Directors of the Association.

G. Notwithstanding the Unit Owner's duty of maintenance, repair, replacement and the other responsibilities as to his Unit, as is provided in this Declaration and Exhibits attached thereto, the Association, may enter into an Agreement with such firms or companies as it may determine to provide certain services and/or maintenance and service are provided on a regularly scheduled basis for air conditioning maintenance and service and appurtenances thereto, exterminating services and other types of maintenance and services as the Association deems advisable and for such period of time and on such basis as it determines. Said Agreements shall be on behalf of all Unit Owners and the monthly assessment due from each Unit Owner for common expenses shall be increased by such sum as the Association deems fair and equitable under the circumstances in relation to the monthly charge for said maintenance or service. Each Unit Owner shall be deemed a party to said Agreement as if he had executed said Agreement as the Agent for the Unit Owners. The aforesaid Assessment shall be deemed to be an

assessment under the provisions of Article XIV of this Declaration.

XVII.
TERMINATION

It is understood that in the year 2030, the purchasers of Townhouses committed to Interval Ownership shall become tenants in common. The Board of Directors of the Association shall, no less than 30 days, nor more than 60 days prior to the actual date of such conversion to tenancy in common, call a meeting of all Owners of Unit Weeks in Townhouses committed to Interval Ownership. At such meeting, a vote shall be taken to decide the disposition of the Units committed to Interval Ownership. A quorum at such meeting shall be a majority of the total outstanding votes of all Owners of Unit Weeks in Townhouse committed to Interval Ownership. At such meeting the owners, or proxy votes of owners by a majority vote, may vote to continue their intervals, in which case the restrictive covenants set forth below will be adopted as covenants running with the land for a period of ten (10) years. The Board of Directors of the Association shall, no less than 30 days, nor more than 60 days prior to the actual expiration of said ten year period, call a meeting of all Owners of Unit Weeks in Units committed to Interval Ownership. A quorum at such meeting shall be a majority of the total outstanding votes of all Owners of Unit Weeks in Units committed to Interval Ownership. The Owners may then vote to continue the intervals for an additional 10 year period. This process shall be repeated as the end of each successive 10 year period approaches. Should less than a majority of the Owners vote to continue the intervals at any such meeting, then the Board of Directors of the Association shall file suit in a Court of competent jurisdiction in Clearfield County, Pennsylvania, for partition of the Townhouses.

In the event the Owners vote to continue their Unit Weeks as provided above, then each Owner shall have the exclusive right to occupy his Townhouse, (and, in the case of Developer, during all Unit Weeks not theretofore conveyed, and to authorized others so to do, together with the non-exclusive right in common with all other Owners, but only when acting through the Association) to maintain and repair the Units during maintenance weeks. No Owner shall occupy his Unit, or exercise any other rights of Ownership in respect of his Townhouse other than the rights herein provided to him, during any other Unit Weeks unless expressly so authorized by the Owner entitled to occupy the Unit during such Unit Weeks or during any maintenance week except when acting through the Association. Each Owner shall keep his Townhouse and all furnishings in good condition and repair during his Unit Weeks, vacate the Townhouse at the expiration of his Unit Weeks, remove all persons and property therefrom excluding only furnishing, leave the Unit in good and sanitary condition and repair, and otherwise comply with such reasonable checkout and other procedures as may from time to time be contained in rules promulgated by the Association.

No Owner or other person or entity acquiring any right, title or interest in an Townhouse Unit shall seek or obtain through any legal procedures, judicial partition of the Unit or sale of the Unit in lieu of partition at any date prior to the expiration of each successive ten (10) year period voted by a majority of Owners. If, however, any Unit Weeks shall be owned by two or more persons as tenants-in-common or as joint tenants, nothing herein contained shall prohibit a judicial sale of the Unit Weeks in lieu of partition as between such co-tenants or joint tenants.

XVIII.
MANAGEMENT AGREEMENT

A. Wolf Run Manor Association has entered into a Management Agreement. (Exhibit III)

The association has delegated to the management firm the power of the Association, through its Board of Directors, to determine the budget, levy and collect the maintenance fee for common expenses; assess and collect assessment; and monitor the collection of membership fees. Each Townhouse Unit Owner, his heirs, successors and assigns, shall be bound by said Management Agreement for the purposes therein expressed, including, but not limited to:

(1) Adopting, ratifying, confirming and consenting to the execution of said Management Agreement by the Association.

(2) Covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by Unit Owners in the cases provided therefor in said Management Agreement.

(3) Ratifying, confirming and approving each and every provision of said Agreement, and acknowledging that all of the terms and provisions thereof are reasonable.

(4) Agreeing that the persons acting as Directors and Officers of the Association entering into such an Agreement have not breached any of their duties or obligations to the Association.

(5) It is specifically recognized that some or all of the persons comprising the original Board of Directors of the Association, are or may be stockholders, Officers and Directors of the Management Firm, and that such circumstances shall not and cannot be construed or considered as a breach of their duties and obligations to the Association, nor as possible grounds to

invalidate such Management Agreement, in whole or in part.

(6) The acts of the Board of Directors and Officers of the Association in entering into the Management Agreement be and the same are hereby ratified, approved, confirmed and adopted.

XIX.

MISCELLANEOUS PROVISIONS

A. No Owner of a Townhouse may exempt himself from liability for his contribution toward the common expenses or, in the case of an Owner of Unit Weeks in a Townhouse committed to Interval Ownership, the maintenance or membership fee, by waiver of the use and enjoyment of the recreation facilities, or by the abandonment of his Townhouse.

B. The Owners of each and every Townhouse shall return the same for the purpose of ad valorem taxes with the Tax Assessor of the County wherein the Townhouse is situate, or for such other future legally authorized governmental Officer or authority having jurisdiction over same. Nothing herein shall be construed, however, as giving to any Unit Owner the right of contribution or any right of adjustment against any other Unit Owner on account of any deviation by the taxing authorities from the valuation herein prescribed, each Unit Owner to pay ad valorem taxes and special assessments as are separately assessed against his Townhouse.

In the event the Tax Assessor does not break down ad valorem taxes on a townhouse committed to interval ownership among the various owners of Unit Weeks therein, or it is determined by the Association, that it is in the best interests of said owners to do so, the Association, shall return the same and prorate the ad valorem taxes among the various owners of unit weeks in each particular unit, on the same basis as the maintenance fee, collecting said taxes as part of the maintenance fee, and paying same to the Tax Assessor. Should any owner fail to pay his share of the ad valorem taxes through the maintenance fee, the Association, shall have the right and the power to pay same and to levy an assessment against the owner for the unit weeks owned by said owner, which assessment shall have the same force and effects as all other special assessments.

For this purpose of ad valorem taxation, the interest of the Owner of a "Townhouse" his "Townhouse", shall be considered a Unit.

C. All provisions of this Declaration and Exhibits attached hereto, and Amendments, thereof, shall be construed as covenants with the land, and of every part thereof and interest therein, including but not limited to every Unit and the appurtenances thereto, and every Unit Owner and Occupant of the property, or any part thereof, or of any interest therein and his heirs, executors, administrators, successors and assigns, shall be bound by all of the provisions of said Declaration and Exhibits hereto and any Amendments thereof.

D. If any of the provisions of this Declaration or of the By-Laws, or any section, clause, phrase, word, or the application thereof, in any circumstance, is held invalid the validity of the remainder of this Declaration, the By-Laws, and of the application thereof, of any such provision, action, sentence, clause, phrase or word, in other circumstances, shall not be affected thereby.

E. Whenever Notices are required to be sent hereunder, the same may be delivered to Unit Owners either personally or by mail, addressed to such Unit Owners at their place or residence on file with the Association from time to time. Proof of such mailing or personal delivery by the Association or any Management Firm shall be given by the Affidavit of the person mailing or personally delivering said Notices. Notices to the Association shall be delivered by mail to the Secretary of the Association, or the President of the Association, or to any member of the Board of Directors of the Association. The change of the mailing address of any party as specified herein shall not require an Amendment to this Declaration.

Notices to Wolf Run shall be delivered by mail at: P.O. Box 687, DuBois, Pennsylvania 15801.

All Notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written Notice, duly receipted for. Notices required to be given the personal representatives of a deceased Owner or devisee, when there is not personal representative, may be delivered either personally or by mail to such party at his or its address appearing in the records of the court wherein the Estate of such deceased Owner is being administered. The change of the mailing address of any party, as specified herein shall not require an Amendment to the Declaration.

F. Each Unit Owner and the Association shall be governed by and shall comply with this Declaration and the By-Laws attached hereto, as they may exist from time to time. Failure to do so shall entitle the Association or any Unit Owner to recover sums due for damages or injunctive relief or both. Such actions may be maintained by or against a Unit Owner or the Association in a proper case by or against one or more Unit Owners, and the prevailing party shall be entitled to receive reasonable attorney's fees. Such relief shall not be exclusive of other remedies provided by law.

G. Subsequent to the filing of this Declaration, the Wolf Run Manor Association, when authorized by a vote of the majority of the total vote of the members of the Association, and approved by the Owners and holders of Institutional First Mortgages encumbering the Townhouses who represent a majority of the dollar institutionally mortgaged indebtedness against this Townhouse may, together with other Associations and others, purchase and/or acquire and enter into Agreements, from time to time, whereby it acquires leaseholds, memberships, and other possessory of use interests in lands or facilities, whether or not contiguous to the lands of the Townhouse intended to provide for the enjoyment, recreation and other use of benefit of the Unit Owners. The expense of Ownership, rental membership fees, operations, replacements and other undertakings in connection therewith shall be common expenses, together with all other expenses and cost herein or by law defined as common expenses.

H. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and plural shall include the singular. The provisions of the Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Townhouse Interval Ownership.

I. The captions used in this Declaration and Exhibits annexed hereto are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of any of the text of this Declaration or Exhibits hereto annexed.

J. Where an Institutional First Mortgage, by some circumstances, fails to be a First Mortgage, but it is evident that it is intended to be a First Mortgage, it shall, nevertheless, for the purpose of this Declaration and Exhibits annexed, be deemed to be an Institutional First Mortgage.

K. Wolf Run specifically disclaims any intent to have made any warranty or representation in connection with the property or the Townhouse documents, except as specifically set forth therein, and no person shall rely upon any warranty or representation not so specifically made therein unless otherwise stated. Maintenance fees, common expenses, taxes or other charges are estimated only, and no warranty, guaranty or representation is made or intended, nor may one be relied upon.

L. Wolf Run Manor Corporation by its execution of this Declaration of the Interval Ownership approves the foregoing and all of the covenants, terms and conditions, duties and obligations of this Declaration of Interval Ownership and Exhibits attached thereto. The Townhouse Unit Owners, by virtue of their acceptance of the Deed of Conveyance as to their Townhouse Unit, and other parties by virtue of their occupancy of Units hereby approve the foregoing and all of the terms and conditions, duties and obligations of this declaration of Interval Ownership and Exhibits attached thereto.

M. The Interval Conveyance consists of an estate for years, together with a remainder over as tenants in common with all other purchasers of Unit Weeks, in each such Townhouse Unit as set forth in the Deed of Conveyance. No Owner of Unit Weeks in a Unit committed to Interval Ownership shall have the right to separate the estate for years from the remainder interest.

N. The real property submitted to Townhouse Interval Ownership herewith is subject to conditions, limitations, restrictions, reservations, all matter of record, taxes, applicable zoning ordinances now existing or which may hereafter exist, easements for ingress and egress for pedestrian and vehicular purposes, easements for utility service and drainage now existing or hereafter granted by Wolf Run for the benefit of such persons as Wolf Run designated, and the said Wolf Run shall have the right to grant such easements and designate the beneficiaries thereof for such time as it determines in its sole discretion, and thereafter, the Association shall be empowered to grant such easements on behalf of its members. During the period of time that Wolf Run has the right to grant the foregoing easements, said easements shall not structurally weaken the buildings and improvements nor unreasonably interfere with the enjoyment of the Townhouse of the Association's members.

O. In order to insure the Townhouse Complex with adequate and uniform water service Wolf Run shall and hereby reserves the exclusive right to contract for the servicing of said Townhouse and the Unit Owners therein with said services. Pursuant to the foregoing, Wolf Run has, will or may contract with a utility company which may include a municipal or governmental agency or authority for the furnishing of said services and the Association and Unit Owners agree to pay the charges therefor pursuant to and to comply with all of the terms and conditions of said utility Agreement.

P. Leasing or renting of a Townhouse Unit or Unit Weeks within a Townhouse committed to Interval Ownership may be available through Wolf Run Manor Association.

Q. An Interval Owner shall have access to the amenities controlled by Treasure Lake Property Owners Association and Recreation Land provided said Interval Owner is current in his maintenance fees to Wolf Run Manor Association as provided in Article XIII. An Interval Owner is automatically a member of Treasure Lake Property Owners Association and this is subject to the rules, regulations and By-Laws of said Property Owners Association.

IN WITNESS WHEREOF, WOLF RUN MANOR COPORATION has executed this instrument on this the 18th day of SEPTEMBER, 1981.

WOLF RUN MANOR CORPORATION

BY _____
LAWRENCE E. STEELMAN (PRESIDENT)

STATE OF MISSISSIPPI
COUNTY OF JACKSON

Personally appeared before me, the undersigned authority, a Notary Public, in and for said State and County, LAWRENCE E. STEELMAN, who upon oath, acknowledged himself to be PRESIDENT of Wolf Run Manor Corporation, (Clearfield County, Pennsylvania), a corporation, the within named bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within and foregoing instrument for the purposes therein contained by signing the name of the corporation by himself, is President, he being authorized to do so as President of said Corporation.

WITNESS my hand and official seal of office on this the 18th day of SEPTEMBER, 1981.

_____
Notary Public

My commission expires: 2/13/85

WOLF RUN MANOR
Building Types Schedule

Section 1
Building
11 A - 2 Bdrm. Up
B - 2 Bdrm. Up
C - 2 Bdrm. Up

12 A - 1 Bdrm.
B - 2 Bdrm. Up
C - 2 Bdrm. Up
D - 2 Bdrm. Up

13 A - 2 Bdrm. Down
B - 2 Bdrm. Down
C - 2 Bdrm. Down
D - 2 Bdrm. Down

14 A - 1 Bdrm.
B - 2 Bdrm. Up
C - 2 Bdrm. Up
D - 2 Bdrm. Up

15 A - 2 Bdrm. Down
B - 2 Bdrm. Down

16 A - 2 Bdrm. Down
B - 2 Bdrm. Down
C - 2 Bdrm. Down
D - 2 Bdrm. Down

17 A - 2 Bdrm. Up
B - 2 Bdrm. Up
C - 2 Bdrm. Up
D - 2 Bdrm. Up

18 A - 2 Bdrm. Up
B - 2 Bdrm. Up

19 A - 2 Bdrm. Down
B - 2 Bdrm. Down
C - 2 Bdrm. Down
D - 2 Bdrm. Down

Section 2
Building
21 A - 2 Bdrm. Up
B - 2 Bdrm. Up

22 A - Tri-level
B - Tri-level

23 A - 2 Bdrm. Down
B - 2 Bdrm. Down
C - 2 Bdrm. Down
D - 2 Bdrm. Down

24 A - Tri-level
B - Tri-level
C - Tri-level
D - Tri-level

25 A - 2 Bdrm. Up
B - 2 Bdrm. Up
C - Tri-level
D - Tri-level

26 A - 2 Bdrm. Up
B - 2 Bdrm. Up
C - 2 Bdrm. Up
D - 2 Bdrm. Up

27 A - Tri-level
B - Tri-level
C - 2 Bdrm. Down
D - 2 Bdrm. Down

28 A - 2 Bdrm. Down
B - 2 Bdrm. Down

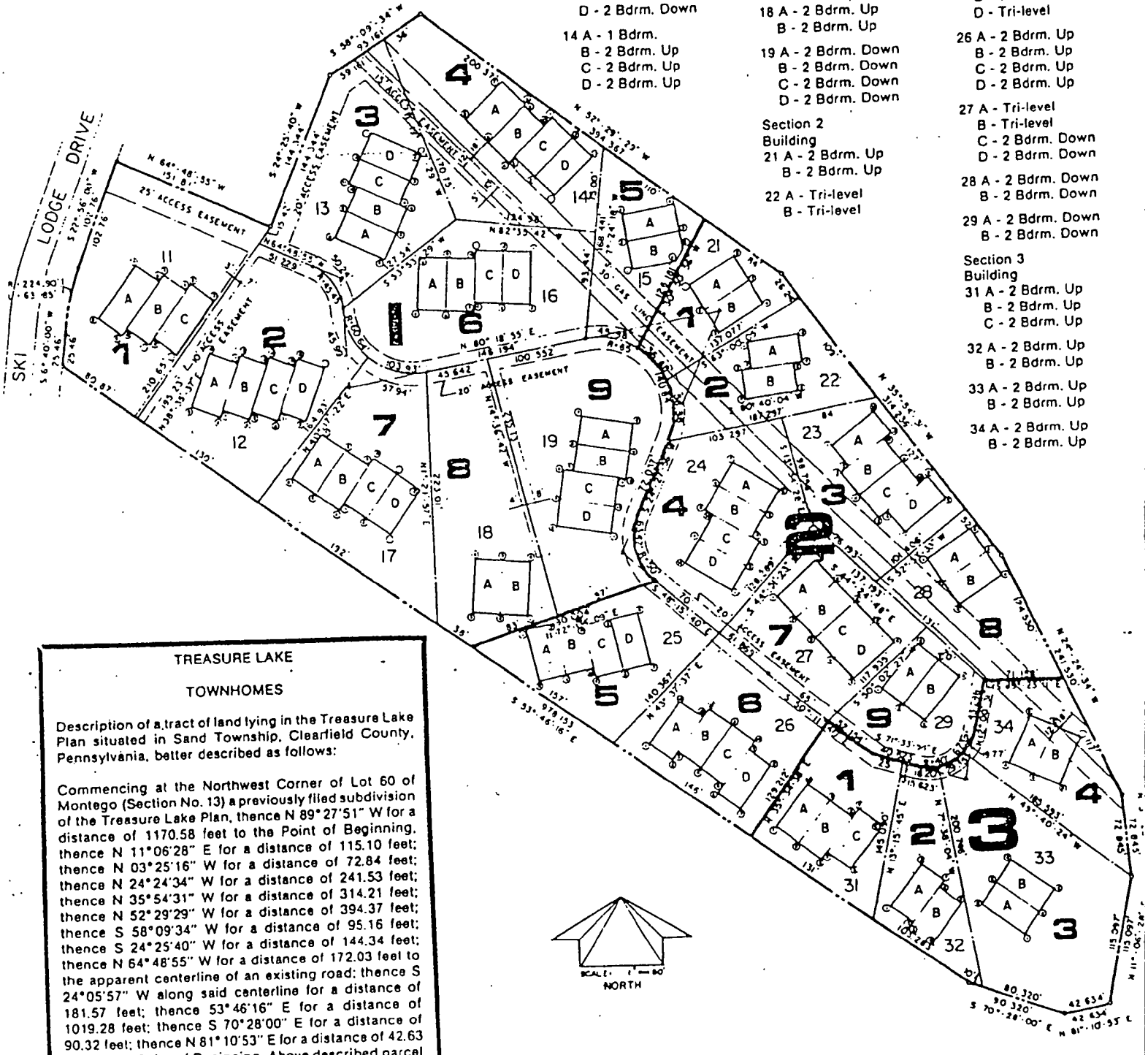
29 A - 2 Bdrm. Down
B - 2 Bdrm. Down

Section 3
Building
31 A - 2 Bdrm. Up
B - 2 Bdrm. Up
C - 2 Bdrm. Up

32 A - 2 Bdrm. Up
B - 2 Bdrm. Up

33 A - 2 Bdrm. Up
B - 2 Bdrm. Up

34 A - 2 Bdrm. Up
B - 2 Bdrm. Up



TREASURE LAKE

TOWNHOMES

Description of a tract of land lying in the Treasure Lake Plan situated in Sand Township, Clearfield County, Pennsylvania, better described as follows:

Commencing at the Northwest Corner of Lot 60 of Montego (Section No. 13) a previously filed subdivision of the Treasure Lake Plan, thence N 89°27'51" W for a distance of 1170.58 feet to the Point of Beginning, thence N 11°06'28" E for a distance of 115.10 feet; thence N 03°25'16" W for a distance of 72.84 feet; thence N 24°24'34" W for a distance of 241.53 feet; thence N 35°54'31" W for a distance of 314.21 feet; thence N 52°29'29" W for a distance of 394.37 feet; thence S 58°09'34" W for a distance of 95.16 feet; thence S 24°25'40" W for a distance of 144.34 feet; thence N 64°48'55" W for a distance of 172.03 feet to the apparent centerline of an existing road; thence S 24°05'57" W along said centerline for a distance of 181.57 feet; thence 53°46'16" E for a distance of 1019.28 feet; thence S 70°28'00" E for a distance of 90.32 feet; thence N 81°10'53" E for a distance of 42.63 feet to the Point of Beginning. Above described parcel contains 8.98 acres.

WOLF RUN MANOR TOWNHOMES
TREASURE LAKE

Exhibit I
(Amendment 2)

WOLF RUN MANOR
Section 1

BLOCK 1

	N	E
1	10753.247	7861.069
2	10790.242	7890.594
3	10815.629	7871.315
4	10799.376	7866.325
5	10815.179	7846.525
6	10808.926	7841.534
7	10824.314	7822.255
8	10787.319	7792.729
9	10771.932	7812.008
10	10778.184	7816.998
11	10762.382	7836.798
12	10768.634	7841.789

BLOCK 2

	N	E
1	10732.748	7994.167
2	10689.813	7974.243
3	10700.196	7951.868
4	10692.939	7948.500
5	10703.392	7925.975
6	10696.136	7922.607
7	10706.589	7900.081
8	10697.518	7895.872
9	10709.585	7869.869
10	10754.334	7890.635
11	10742.267	7916.638
12	10749.524	7920.006
13	10739.071	7942.531
14	10746.328	7945.899
15	10735.874	7968.425
16	10743.131	7971.792

BLOCK 3

	N	E
1	10942.392	8053.425
2	10922.291	8096.278
3	10899.956	8085.801
4	10877.476	8075.257
5	10874.079	8082.499
6	10851.599	8071.955
7	10829.264	8061.478
8	10849.365	8018.625
9	10871.700	8029.102
10	10894.180	8039.646
11	10897.577	8032.404
12	10920.057	8042.948

BLOCK 4

	N	E
1	10876.067	8215.683
2	10893.729	8198.464
3	10911.511	8181.129
4	10905.926	8175.401
5	10923.708	8158.066
6	10944.235	8138.054
7	10978.672	8173.379
8	10958.145	8193.390
9	10956.749	8191.958
10	10938.968	8209.293
11	10944.552	8215.021
12	10926.771	8232.356
13	10909.108	8249.575

BLOCK 5

	N	E
1	10816.934	8276.131
2	10841.198	8271.690
3	10865.462	8267.250
4	10873.983	8313.809
5	10849.719	8318.250
6	10830.373	8321.790
7	10824.555	8317.772

BLOCK 6

	N	E
1	10831.228	8188.420
2	10783.960	8185.943
3	10785.251	8161.310
4	10786.551	8136.511
5	10788.562	8136.092
6	10779.861	8111.293
7	10781.152	8086.660
8	10828.421	8089.137
9	10827.130	8113.771
10	10825.830	8138.570
11	10833.819	8138.988
12	10832.519	8163.789

BLOCK 7

	N	E
1	10588.749	8042.593
2	10603.336	8022.700
3	10618.021	8002.675
4	10611.569	7997.944
5	10626.254	7977.918
6	10640.840	7958.026
7	10679.011	7986.016
8	10664.424	8005.908
9	10649.740	8025.934
10	10656.191	8030.664
11	10641.506	8050.690
12	10626.920	8070.582

BLOCK 8

	N	E
1	10513.397	8166.700
2	10515.434	8142.117
3	10517.472	8117.535
4	10564.643	8121.444
5	10562.606	8146.026
6	10560.569	8170.609

BLOCK 9

	N	E
1	10583.800	8245.500
2	10592.301	8198.936
3	10616.568	8203.366
4	10640.996	8207.825
5	10639.559	8215.696
6	10663.988	8220.156
7	10688.255	8224.586
8	10679.755	8271.150
9	10655.489	8266.720
10	10631.059	8262.261
11	10632.496	8254.390
12	10608.067	8249.930

Exhibit I
(Amendment 2)

WOLF RUN MANOR
Section 2

BLOCK 1

	N	E
1	10799.926	8323.185
2	10778.432	8335.289
3	10756.939	8347.392
4	10780.163	8388.635
5	10801.657	8376.532
6	10823.150	8364.429

BLOCK 2

	N	E
1	10742.953	8377.118
2	10718.917	8382.660
3	10717.120	8374.864
4	10693.083	8380.406
5	10703.717	8426.529
6	10727.754	8420.987
7	10729.551	8428.783
8	10753.587	8423.241

BLOCK 3

	N	E
1	10655.623	8446.191
2	10635.918	8461.029
3	10631.106	8454.638
4	10611.268	8469.576
5	10591.430	8484.513
6	10596.242	8490.904
7	10576.537	8505.742
8	10605.009	8543.554
9	10624.714	8528.716
10	10619.902	8522.326
11	10639.740	8507.388
12	10659.578	8492.450
13	10664.390	8498.841
14	10684.095	8484.003

BLOCK 4

	N	E
1	10532.733	8349.246
2	10553.264	8362.919
3	10573.932	8376.685
4	10578.367	8370.027
5	10599.035	8383.792
6	10619.565	8397.466
7	10645.804	8358.071
8	10625.273	8344.397
9	10604.605	8330.631
10	10600.170	8337.290
11	10579.502	8323.524
12	10558.971	8309.851

BLOCK 5

	N	E
1	10495.941	8161.092
2	10502.531	8184.862
3	10509.165	8208.793
4	10501.456	8210.930
5	10508.090	8234.861
6	10514.680	8258.631
7	10469.068	8271.276
8	10462.478	8247.506
9	10455.844	8223.575
10	10463.553	8221.438
11	10456.919	8197.508
12	10450.329	8173.737

BLOCK 6

	N	E
1	10392.208	8271.218
2	10376.879	8290.543
3	10383.147	8295.515
4	10367.715	8314.971
5	10352.283	8334.427
6	10346.015	8329.455
7	10330.686	8348.781
8	10367.770	8378.195
9	10383.099	8358.869
10	10389.367	8363.841
11	10404.799	8344.385
12	10420.231	8324.929
13	10413.963	8319.958
14	10429.292	8300.632

BLOCK 7

	N	E
1	10522.710	8391.271
2	10503.851	8407.171
3	10484.865	8423.177
4	10465.879	8439.184
5	10447.020	8455.083
6	10477.529	8491.271
7	10496.388	8475.372
8	10515.374	8459.365
9	10534.360	8443.359
10	10553.219	8427.459

BLOCK 8

	N	E
1	10549.678	8524.967
2	10529.170	8538.674
3	10508.662	8552.382
4	10534.964	8591.734
5	10555.472	8578.027
6	10575.980	8564.320

BLOCK 9

	N	E
1	10439.693	8478.911
2	10422.800	8496.885
3	10405.906	8514.860
4	10440.397	8547.276
5	10457.290	8529.302
6	10474.184	8511.327

Exhibit I
(Amendment 2)

WOLF RUN MANOR
Section 3

BLOCK 1

	N	E
1	10315.952	8379.538
2	10300.417	8398.699
3	10284.777	8417.988
4	10290.991	8423.026
5	10275.456	8442.187
6	10312.223	8471.997
7	10327.758	8452.836
8	10321.544	8447.798
9	10337.183	8428.508
10	10352.718	8409.348

BLOCK 2

	N	E
1	10240.221	8477.272
2	10225.551	8497.102
3	10219.120	8492.344
4	10204.449	8512.175
5	10242.501	8540.325
6	10257.172	8520.495
7	10263.603	8525.252
8	10278.273	8505.422

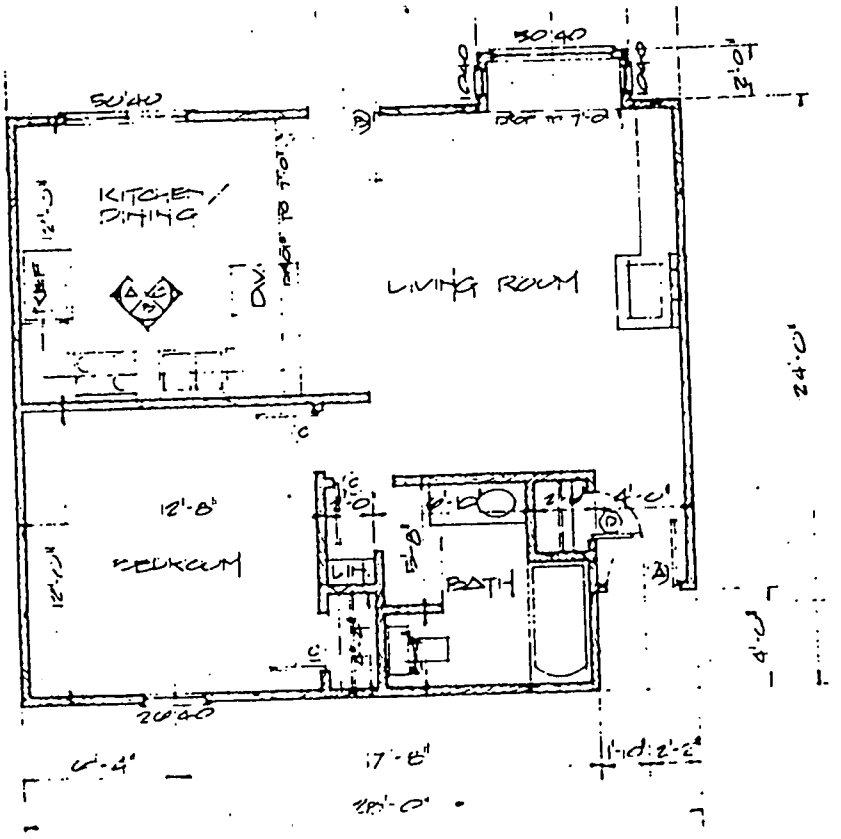
BLOCK 3

	N	E
1	10210.911	8594.122
2	10230.226	8609.464
3	10249.541	8624.806
4	10278.981	8587.743
5	10259.666	8572.401
6	10240.350	8557.058

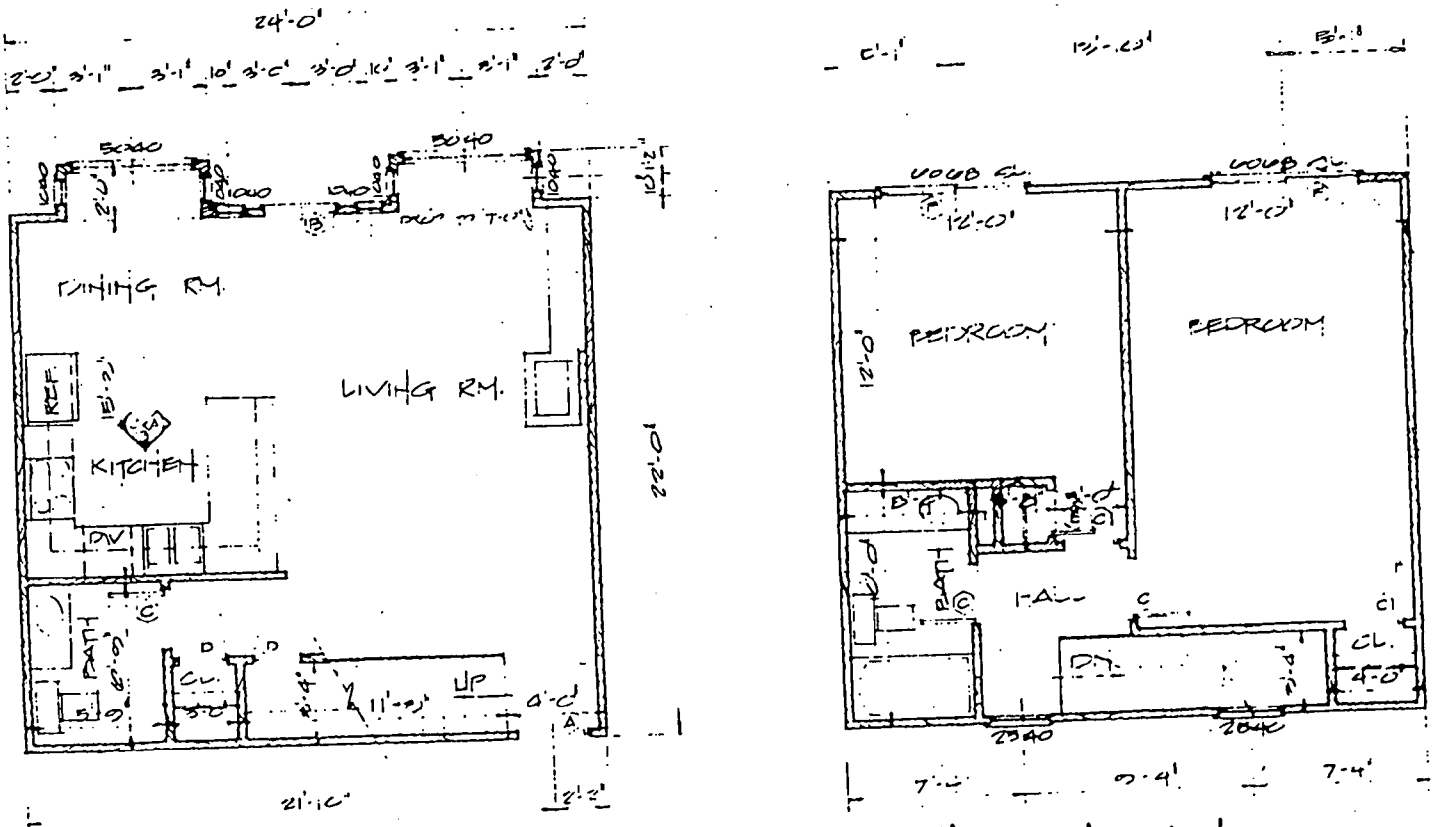
BLOCK 4

	N	E
1	10383.962	8657.260
2	10396.168	8635.824
3	10408.373	8614.388
4	10367.240	8590.968
5	10355.035	8612.404
6	10342.830	8633.839

Exhibit I
(Amendment 2)



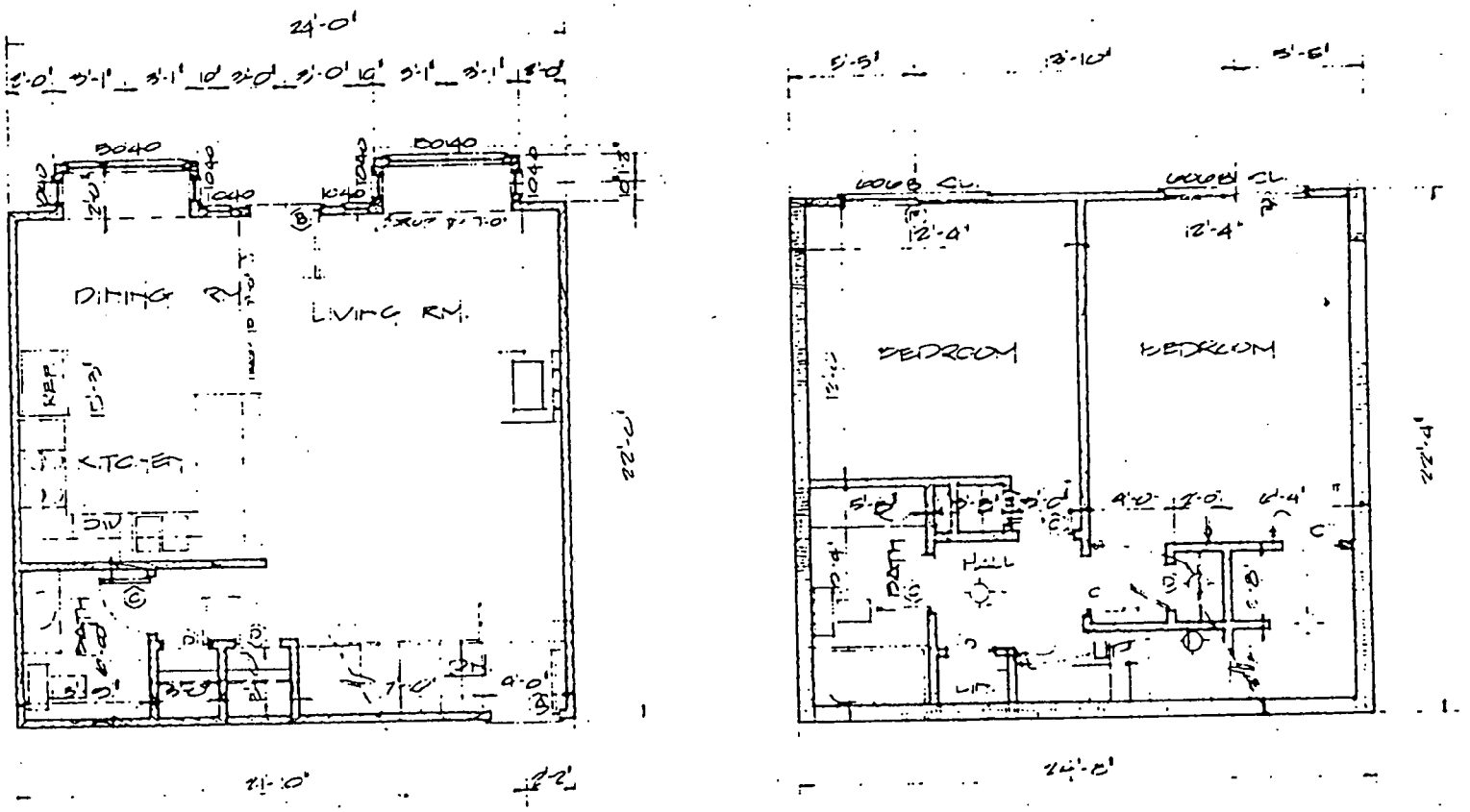
ONE BEDROOM UNIT



TWO BEDROOM "UP" UNIT

Exhibit I
(Amendment 2)

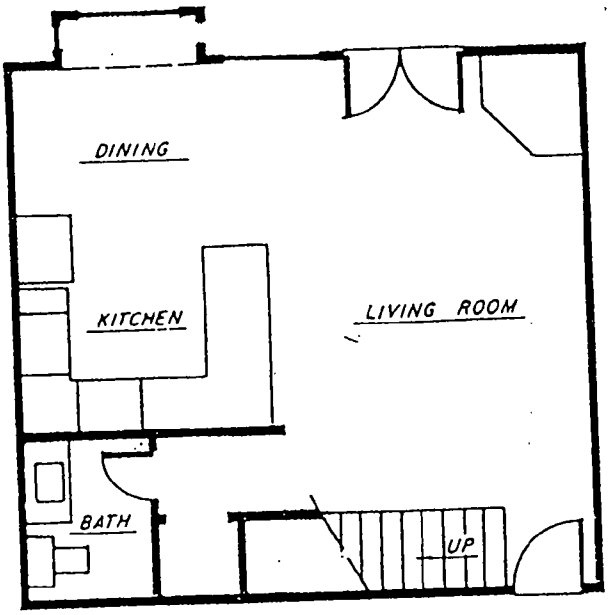
Buildings 1 thru 19 only.

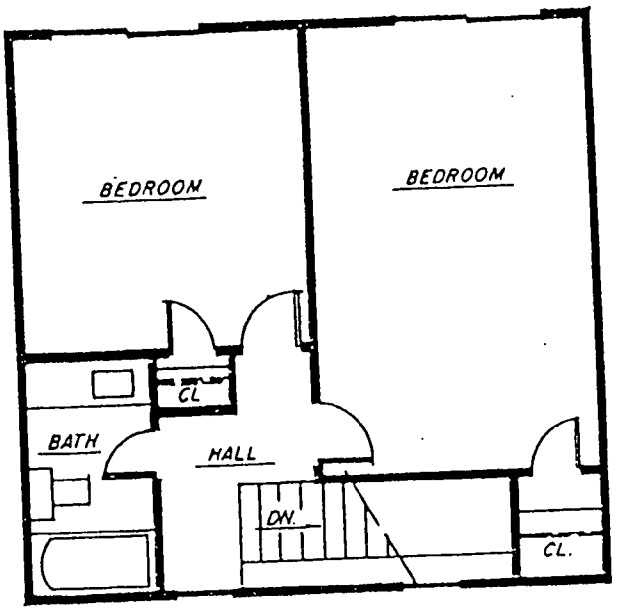


TWO BEDROOM "DOWN" UNIT

Buildings 1 thru 19 only.

Exhibit I
(Amendment 2)

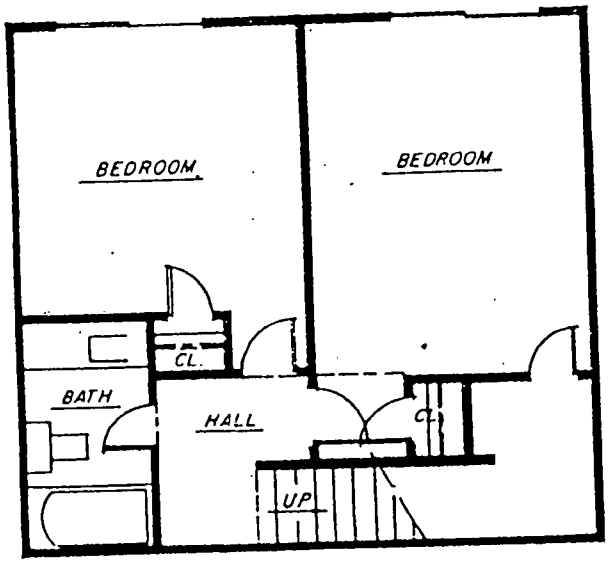


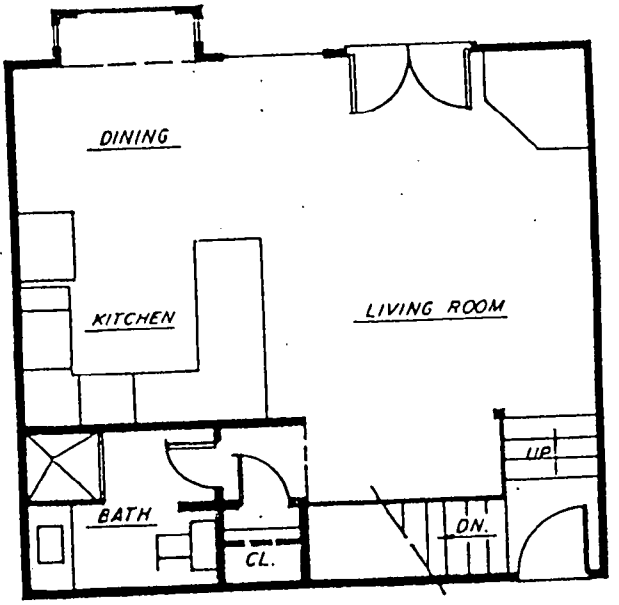


LOWER LEVEL

UPPER LEVEL

TWO BEDROOM "UP"





UPPER LEVEL

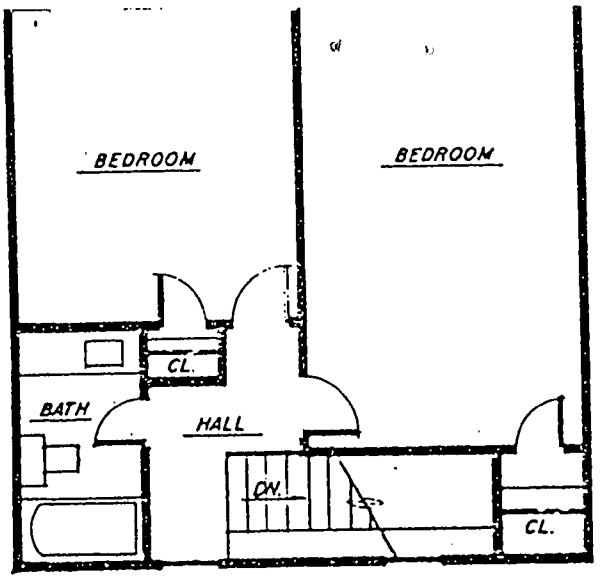
LOWER LEVEL

TWO BEDROOM "DOWN"

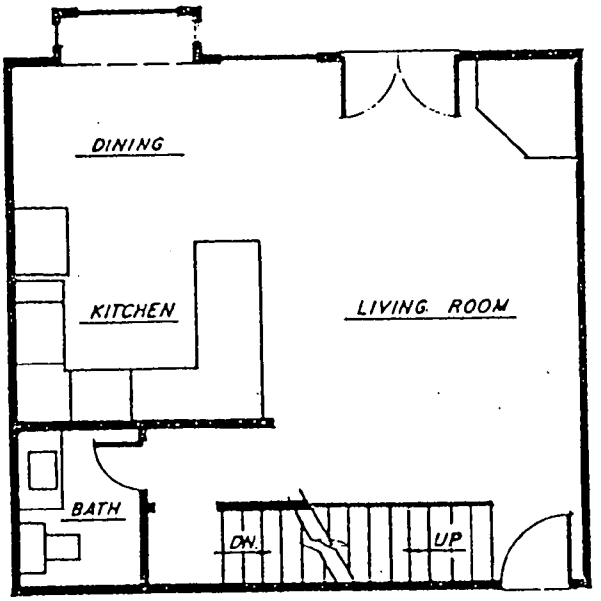
SPLIT FOYER

SCALE

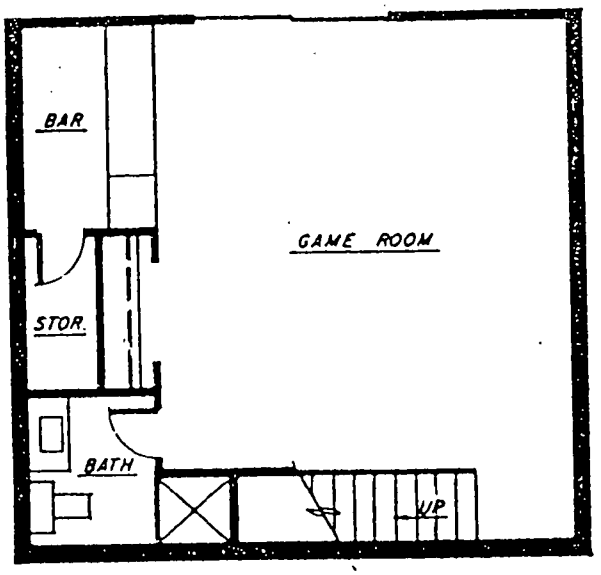
Exhibit I
(Amendment 2)



UPPER LEVEL



MIDDLE LEVEL



LOWER LEVEL

Exhibit I
(Amendment 2)

WOLF RUN MANOR INTERVAL OWNERSHIP CALENDAR FOR 50 YEARS

Interval ownership will start with the first Friday of each calendar year. The second unit week will start on the second Friday of each year, and each unit week thereafter will start the same numbered Friday thereafter. The date shown below is the date in which that unit week starts at 5:00 P.M. and will end at 10:00 A.M. on the date the next unit week begins.

		1982	1983	1984	1985	1986	1987	1988	1989	1990	1991
1	January	1	7	6	4	3	2	1	6	5	4
2		8	14	13	11	10	9	8	13	12	11
3		15	21	20	18	17	16	15	20	19	18
4		22	28	27	25	24	23	22	27	26	25
5	February	29	4	3	1	31	30	29	3	2	1
6		5	11	10	8	7	6	5	10	9	8
7		12	18	17	15	14	13	12	17	16	15
8		19	25	24	22	21	20	19	24	23	22
9	March	26	4	2	1	28	27	26	3	2	1
10		5	11	9	8	7	6	4	10	9	8
11		12	18	16	15	14	13	11	17	16	15
12		19	25	23	22	21	20	18	24	23	22
13		26	1	30	29	28	27	25	31	30	29
14	April	2	8	6	5	4	3	1	7	6	5
15		9	15	13	12	11	10	8	14	13	12
16		16	22	20	19	18	17	15	21	20	19
17		23	29	27	26	25	24	22	28	27	26
18	May	30	6	4	3	2	1	29	5	4	3
19		7	13	11	10	9	8	6	12	11	10
20		14	20	18	17	16	15	13	19	18	17
21		21	27	25	24	23	22	20	26	25	24
22	June	28	3	1	31	30	29	27	2	1	31
23		4	10	8	7	6	5	3	9	8	7
24		11	17	15	14	13	12	10	16	15	14
25		18	24	22	21	20	19	17	23	22	21
26		25	1	29	28	27	26	24	30	29	28
27	July	2	8	6	5	4	3	1	7	6	5
28		9	15	13	12	11	10	8	14	13	12
29		16	22	20	19	18	17	15	21	20	19
30		23	29	27	26	25	24	22	28	27	26
31	August	30	5	3	2	1	31	29	4	3	2
32		6	12	10	9	8	7	5	11	10	9
33		13	19	17	16	15	14	12	18	17	16
34		20	26	24	23	22	21	19	25	24	23
35		27	2	31	30	29	28	26	1	31	30
36	September	3	9	7	6	5	4	2	8	7	6
37		10	16	14	13	12	11	9	15	14	13
38		17	23	21	20	19	18	16	22	21	20
39		24	30	28	27	26	25	23	29	28	27
40	October	1	7	5	4	3	2	30	6	5	4
41		8	14	12	11	10	9	7	13	12	11
42		15	21	19	18	17	16	14	20	19	18
43		22	28	26	25	24	23	21	27	26	25
44	November	29	4	2	1	31	30	28	3	2	1
45		5	11	9	8	7	6	4	10	9	8
46		12	18	16	15	14	13	11	17	16	15
47		19	25	23	22	21	20	18	24	23	22
48		26	2	30	29	28	27	25	1	30	29
49	December	3	9	7	6	5	4	2	8	7	6
50		10	16	14	13	12	11	9	15	14	13
51		17	23	21	20	19	18	16	22	21	20
52		24	30	28	27	26	25	23	29	28	27
53		31						30			

EXHIBIT II.

WOLF RUN MANOR INTERVAL OWNERSHIP CALENDAR FOR 50 YEARS

		1992	1993	1994	1995	1996	1997	1998	1999	2000	2001
1	January	3	1	7	6	5	3	2	1	7	5
2		10	8	14	13	12	10	9	8	14	12
3		17	15	21	20	19	17	16	15	21	19
4		24	22	28	27	26	24	23	22	28	26
5	February	31	29	4	3	2	31	30	29	4	2
6		7	5	11	10	9	7	6	5	11	9
7		14	12	18	17	16	14	13	12	18	16
8		21	19	25	24	23	21	20	19	25	23
9	March	28	26	4	3	1	28	27	26	3	2
10		6	5	11	10	8	7	6	5	10	9
11		13	12	18	17	15	14	13	12	17	16
12		20	19	25	24	22	21	20	19	24	23
13		27	26	1	31	29	28	27	26	31	30
14	April	3	2	8	7	5	4	3	2	7	6
15		10	9	15	14	12	11	10	9	14	13
16		17	16	22	21	19	18	17	16	21	20
17		24	23	29	28	26	25	24	23	28	27
18	May	1	30	6	5	3	2	1	30	5	4
19		8	7	13	12	10	9	8	7	12	11
20		15	14	20	19	17	16	15	14	19	18
21		22	21	27	26	24	23	22	21	26	25
22	June	29	28	3	2	31	30	29	28	2	1
23		5	4	10	9	7	6	5	4	9	8
24		12	11	17	16	14	13	12	11	16	15
25		19	18	24	23	21	20	19	18	23	22
26		26	25	1	30	28	27	26	25	30	29
27	July	3	2	8	7	5	4	3	2	7	6
28		10	9	15	14	12	11	10	9	14	13
29		17	16	22	21	19	18	17	16	21	20
30		24	23	29	28	26	25	24	23	28	27
31	August	31	30	5	4	2	1	31	30	4	3
32		7	6	12	11	9	8	7	6	11	10
33		14	13	19	18	16	15	14	13	18	17
34		21	20	26	25	23	22	21	20	25	24
35		28	27	2	1	30	29	28	27	1	31
36	September	4	3	9	8	6	5	4	3	8	7
37		11	10	16	15	13	12	11	10	15	14
38		18	17	23	22	20	19	18	17	22	21
39		25	24	30	29	27	26	25	24	29	28
40	October	2	1	7	6	4	3	2	1	6	5
41		9	8	14	13	11	10	9	8	13	12
42		16	15	21	20	18	17	16	15	20	19
43		23	22	28	27	25	24	23	22	27	26
44	November	30	29	4	3	1	31	30	29	3	2
45		6	5	11	10	8	7	6	5	10	9
46		13	12	18	17	15	14	13	12	17	16
47		20	19	25	24	22	21	20	19	24	23
48		27	26	2	1	29	28	27	26	1	30
49	December	4	3	9	8	6	5	4	3	8	7
50		11	10	16	15	13	12	11	10	15	14
51		18	17	23	22	20	19	18	17	22	21
52		25	24	30	29	27	26	25	24	29	28
53			31						31		

EXHIBIT II.

WOLF RUN MANOR INTERVAL OWNERSHIP CALENDER FOR 50 YEARS

		2002	2003	2004	2005	2006	2007	2008	2009	2010	2011
1	January	4	3	2	7	6	5	4	2	1	7
2		11	10	9	14	13	12	11	9	8	14
3		18	17	16	21	20	19	18	16	15	21
4		25	24	23	28	27	26	25	23	22	28
5	February	1	31	30	4	3	2	1	30	29	4
6		8	7	6	11	10	9	8	6	5	11
7		15	14	13	18	17	16	15	13	12	18
8		22	21	20	25	24	23	22	20	19	25
9	March	1	28	27	4	3	2	29	27	26	4
10		8	7	5	11	10	9	7	6	5	11
11		15	14	12	18	17	16	14	13	12	18
12		22	21	19	25	24	23	21	20	19	25
13		29	28	26	1	31	30	28	27	26	1
14	April	5	4	2	8	7	6	4	3	2	8
15		12	11	9	15	14	13	11	10	9	15
16		19	18	16	22	21	20	18	17	16	22
17		26	25	23	29	28	27	25	24	23	29
18	May	3	2	30	6	5	4	2	1	30	6
19		10	9	7	13	12	11	9	8	7	13
20		17	16	14	20	19	18	16	15	14	20
21		24	23	21	27	26	25	23	22	21	27
22	June	31	30	28	3	2	1	30	29	28	3
23		7	6	4	10	9	8	6	5	4	10
24		14	13	11	17	16	15	13	12	11	17
25		21	20	18	24	23	22	20	19	18	24
26		28	27	25	1	30	29	27	26	25	1
27	July	5	4	2	8	7	6	4	3	2	8
28		12	11	9	15	14	13	11	10	9	15
29		19	18	16	22	21	20	18	17	16	22
30		26	25	23	29	28	27	25	24	23	29
31	August	2	1	30	5	4	3	1	31	30	5
32		9	8	6	12	11	10	8	7	6	12
33		16	15	13	19	18	17	15	14	13	19
34		23	22	20	26	25	24	22	21	20	26
35		30	29	27	2	1	31	29	28	27	2
36	September	6	5	3	9	8	7	5	4	3	9
37		13	12	10	16	15	14	12	11	10	16
38		20	19	17	23	22	21	19	18	17	23
39		27	26	24	30	29	28	26	25	24	30
40	October	4	3	1	7	6	5	3	2	1	7
41		11	10	8	14	13	12	10	9	8	14
42		18	17	15	21	20	19	17	16	15	21
43		25	24	22	28	27	26	24	23	22	28
44	November	1	31	29	4	3	2	31	30	29	4
45		8	7	5	11	10	9	7	6	5	11
46		15	14	12	18	17	16	14	13	12	18
47		22	21	19	25	24	23	21	20	19	25
48		29	28	26	2	1	30	28	27	26	2
49	December	6	5	3	9	8	7	5	4	3	9
50		13	12	10	16	15	14	12	11	10	16
51		20	19	17	23	22	21	19	18	17	23
52		27	26	24	30	29	28	26	25	24	30
53				31						31	

EXHIBIT II.

WOLF RUN MANOR INTERVAL OWNERSHIP CALENDAR FOR 50 YEARS

		2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
1	January	6	4	3	2	1	6	5	4	3	1
2		13	11	10	9	8	13	12	11	10	8
3		20	18	17	16	15	20	19	18	17	15
4		27	25	24	23	22	27	26	25	24	22
5	February	3	1	31	30	29	3	2	1	31	29
6		10	8	7	6	5	10	9	8	7	5
7		17	15	14	13	12	17	16	15	14	12
8		24	22	21	20	19	24	23	22	21	19
9	March	2	1	28	27	26	3	2	1	28	26
10		9	8	7	6	4	10	9	8	6	5
11		16	15	14	13	11	17	16	15	13	12
12		23	22	21	20	18	24	23	22	20	19
13		30	29	28	27	25	31	30	29	27	26
14	April	6	5	4	3	1	7	6	5	3	2
15		13	12	11	10	8	14	13	12	10	9
16		20	19	18	17	15	21	20	19	17	16
17		27	26	25	24	22	28	27	26	24	23
18	May	4	3	2	1	29	5	4	3	1	30
19		11	10	9	8	6	12	11	10	8	7
20		18	17	16	15	13	19	18	17	15	14
21		25	24	23	22	20	26	25	24	22	21
22	June	1	31	30	29	27	2	1	31	29	28
23		8	7	6	5	3	9	8	7	5	4
24		15	14	13	12	10	16	15	14	12	11
25		22	21	20	19	17	23	22	21	19	18
26		29	28	27	26	24	30	29	28	26	25
27	July	6	5	4	3	1	7	6	5	3	2
28		13	12	11	10	8	14	13	12	10	9
29		20	19	18	17	15	21	20	19	17	16
30		27	26	25	24	22	28	27	26	24	23
31	August	3	2	1	31	29	4	3	2	31	30
32		10	9	8	7	5	11	10	9	7	6
33		17	16	15	14	12	18	17	16	14	13
34		24	23	22	21	19	25	24	23	21	20
35		31	30	29	28	26	1	31	30	28	27
36	September	7	6	5	4	2	8	7	6	4	3
37		14	13	12	11	9	15	14	13	11	10
38		21	20	19	18	16	22	21	20	18	17
39		28	27	26	25	23	29	28	27	25	24
40	October	5	4	3	2	30	6	5	4	2	1
41		12	11	10	9	7	13	12	11	9	8
42		19	18	17	16	14	20	19	18	16	15
43		26	25	24	23	21	27	26	25	23	22
44	November	2	1	31	30	28	3	2	1	30	29
45		9	8	7	6	4	10	9	8	6	5
46		16	15	14	13	11	17	16	15	13	12
47		23	22	21	20	18	24	23	22	20	19
48		30	29	28	27	25	1	30	29	27	26
49	December	7	6	5	4	2	8	7	6	4	3
50		14	13	12	11	9	15	14	13	11	10
51		21	20	19	18	16	22	21	20	18	17
52		28	27	26	25	23	29	28	27	25	24
53						30					31

EXHIBIT II.

LF RUN MANOR INTERVAL OWNERSHIP CALENDAR FOR 50 YEARS
GE 5.

	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
January	7	6	5	3	2	1	7	5	4	3
	14	13	12	10	9	8	14	12	11	10
	21	20	19	17	16	15	21	19	18	17
	28	27	26	24	23	22	28	26	25	24
February	4	3	2	31	30	29	4	2	1	31
	11	10	9	7	6	5	11	9	8	7
	18	17	16	14	13	12	18	16	15	14
	25	24	23	21	20	19	25	23	22	21
March	4	3	1	28	27	26	3	2	1	28
	11	10	8	7	6	5	10	9	8	7
	18	17	15	14	13	12	17	16	15	14
	25	24	22	21	20	19	24	23	22	21
	1	31	29	28	27	26	31	30	29	28
April	8	7	5	4	3	2	7	6	5	4
	15	14	12	11	10	9	14	13	12	11
	22	21	19	18	17	16	21	20	19	18
	29	28	26	25	24	23	28	27	26	25
May	6	5	3	2	1	30	5	4	3	2
	13	12	10	9	8	7	12	11	10	9
	20	19	17	16	15	14	19	18	17	16
	27	26	24	23	22	21	26	25	24	23
June	3	2	31	30	29	28	2	1	31	30
	10	9	7	6	5	4	9	8	7	6
	17	16	14	13	12	11	16	15	14	13
	24	23	21	20	19	18	23	22	21	20
	1	30	28	27	26	25	30	29	28	27
July	8	7	5	4	3	2	7	6	5	4
	15	14	12	11	10	9	14	13	12	11
	22	21	19	18	17	16	21	20	19	18
	29	28	26	25	24	23	28	27	26	25
August	5	4	2	1	31	30	4	3	2	1
	12	11	9	8	7	6	11	10	9	8
	19	18	16	15	14	13	18	17	16	15
	26	25	23	22	21	20	25	24	23	22
	2	1	30	29	28	27	1	31	30	29
September	9	8	6	5	4	3	8	7	6	5
	16	15	13	12	11	10	15	14	13	12
	23	22	20	19	18	17	22	21	20	19
	30	29	27	26	25	24	29	28	27	26
October	7	6	4	3	2	1	6	5	4	3
	14	13	11	10	9	8	13	12	11	10
	21	20	18	17	16	15	20	19	18	17
	28	27	25	24	23	22	27	26	25	24
November	4	3	1	31	30	29	3	2	1	31
	11	10	8	7	6	5	10	9	8	7
	18	17	15	14	13	12	17	16	15	14
	25	24	22	21	20	19	24	23	22	21
	2	1	29	28	27	26	1	30	29	28
December	9	8	6	5	4	3	8	7	6	5
	16	15	13	12	11	10	15	14	13	12
	23	22	20	19	18	17	22	21	20	19
	30	29	27	26	25	24	29	28	27	26
						31				

EXHIBIT II.

the Declaration.

(G) Maintain the Association's financial record books, accounts and other records as provided by the Association's By-Laws; issue Certificates of account to members, their mortgagees and lienors without liability for errors unless as a result of gross negligence. Such records shall be kept at the office of the Management Firm and shall be available for inspection by an expert employed by and at the cost and expense of the Association and at such reasonable time as the Management Firm shall agree to, however, said request for inspection cannot be made more than once in any fiscal year. Such expert may also conduct an external audit, provided the cost for same is paid by the Association, and said independent auditor, in any instance, must be acceptable to the Management Firm whose acceptance shall not be unreasonably withheld. As a standard procedure, the Management Firm shall render to the Association a statement for each fiscal year no later than the 4 months next thereafter. The Management Firm shall perform a continual internal audit of the Association's financial reports for the purpose of verifying the same, but no independent or external audit shall be required of it. The consent of the Management Firm to an independent auditor shall not be unreasonable withheld.

(H) Maintain records sufficient to describe its services hereunder and such financial books and records sufficient in accordance with prevailing accounting standards to identify the source of all funds collected by it in its capacity as Management Firm, and the disbursement thereof. Such records shall be kept at the Office of the Management Firm, and shall be available for inspection by an expert employed by and at the cost and expense of the association and at such reasonable time as the Management Firm may agree to; however, said request for inspection cannot be made more than once in any calendar year. The Management Firm shall perform a continual internal audit of the Management Firm's financial records relative to its services as Manager for the purpose of verifying same, but no independent or external audit shall be required of it.

(I) The Management Firm in its sole discretion shall determine the budget as to the Townhouse for the term of the Management Agreement, subject, however, to the specific limitations thereof where otherwise provided. Upon said budget's being determined annually, the Management Firm shall submit annually to the Association the operating budget for the ensuing year, setting forth the anticipated income and expenses of the Townhouses for the year, and said Management Firm shall specify therein each unit owner's monthly share thereof. Should an increase in maintenance fees be required or an assessment be required during the year, the same shall be determined and made by the Management Firm and the Association shall be advised thereof and as to the share thereof payable by each of the Association's members, as the case may be. The Management Firm shall collect the maintenance fees and assessments based upon the foregoing. The maintenance fees and assessments as to each member of the Association shall be made payable to the Management Firm, or such other firm or entity as the Management Firm shall direct; and the Management Firm shall have the right to designate such member or members of the Association, or the Association itself, as it determines, to collect said maintenance fees and assessments on behalf of the Management Firm and deliver same to it. The Management Firm shall not be responsible for obtaining the best price available as to any service, material or purchase, but shall, with good faith, purchase or contract for same with such person or party as it deems advisable and in the best interest of the Association and the Management Firm, without the necessity of obtaining the best price.

(J) Have sole authority and responsibility to maintain and replace the personal property within units committed to interval ownership, and in such capacity to:

1. Determine the maintenance fee, proration of taxes, and other common expenses applicable to those Townhouse Units committed to interval ownership, as defined in and provided for in the Declaration. The Management Firm shall have sole discretion, while this Agreement remains in effect, for making determinations as to replacements of personal property located within such units, decor, and all other judgments relating to units committed to interval ownership; notwithstanding the foregoing, all replacements shall be such as to maintain the standard of quality of the furniture, other personal property and decor as originally contained in such unit at the time it is committed to interval ownership.

2. It is understood by both parties that a portion of the maintenance fee will be set aside as a reserve for future replacements and repairs. The Management Firm shall have sole discretion as to the amounts of such reserves and application of same.

(K) Deposit all funds collected from the Association's members, or otherwise accruing to the Association, in a special bank account or accounts of the Management Firm in banks and/or savings and loan associations in the State of Pennsylvania, with suitable designation indicating their source, separate from or co-mingled with similar funds collected by the Management Firm on behalf of other condominiums or entities which the Management Firm manages.

(L) May cause a representative of its organization to attend meetings of the unit owners and of the Board of Directors of the

Association; however, it is understood and agreed that the Minutes of all the Association's meetings, whether of unit owners or of the Board of Directors, shall be taken by the Association's Secretary, and possession of the Minutes Book shall be in the custody of said Secretary, who shall always be responsible for preparing and furnishing notices of all meetings to the required parties. The Management Firm shall have the right to determine the fiscal year and when it shall commence.

(M) Promulgate, adopt and amend Rules and Regulations as it deems advisable in its sole discretion for the use and occupancy of the Townhouses, and to enforce same. The Management Firm, in its sole discretion, shall determine all activities and programs to be carried on as to same and shall employ the personnel required therefor as it determines in its sole discretion.

(N) Retain and employ such professionals and such other experts whose services may be reasonably required to effectively perform its duties and exercise its powers hereunder, and to employ same on such basis as it deems most beneficial.

(O) Enter into Agreements upon such terms and conditions and for such purpose as the Management Firm determines in its sole discretion as to the common elements of and the Townhouse, and by agreement grant concessions and licenses to persons to provide facilities and services as to and within the Townhouse and cause coin vending machines and coin operated equipment and pay telephones to be installed within the Townhouse and to purchase same on behalf of and at the cost and expense of the Association, or rent same or enter into agreements regarding same; however, all income derived by the Management Firm from the foregoing shall inure to the benefit of the Association; and all expenses pertaining thereto shall likewise be borne by said Association. The parties hereto recognize that agreements, concessions and licenses may be entered into to provide facilities and services and specified herein for very nominal or no compensation whatsoever. The Management Firm may enter into same in its sole discretion, and it shall use its best judgment; however, it shall not be responsible for same nor the fact that a greater sum might have been obtained nor a shorter period contracted for.

(P) Make and collect special assessments for such purposes and against such parties as the Management Firm determines, subject to the provisions of the Declaration.

(Q) Exercise such powers and rights delegated to it, if any, under the terms and provisions of the Declaration, and all Exhibits attached to said Declaration.

(R) If maintenance of the Townhouse referred to in the Declaration, or any portion thereof, including any unit, units and/or the common elements, is required due to loss by Act of God or other cause, which is other than normal wear and tear, and which loss is less than "major damage", as defined in the Declaration to which this Agreement is attached, when in such event, the Management Firm shall be authorized and empowered to determine, assess, charge and levy the costs of repairing and restoring such loss among the unit owners in such proportions as it deems advisable, pursuant to the Declaration to which this Agreement is attached, notwithstanding the fact that said loss or damage was, or was not, covered by insurance, and said total assessment shall be equal to the cost of said repair which shall include the costs of the Management Firm's personnel and overhead, materials and costs of the Management Firm's personnel and overhead, materials and equipment, and any and all other contractors, subcontractors, or materialmen as are required. Should the loss be covered by insurance, the proceeds thereof shall be applied as a credit against the total costs of said repair and restoration in such proportions as hereinbefore set forth in this paragraph. It shall be presumed that the first monies disbursed in payment of cost of repair and restoration, shall be from insurance proceeds, where such are received, and then from assessments collected, and, should there be a surplus of such funds, the said surplus shall be distributed to or on behalf of the unit owners, as provided in the aforesaid Declaration.

5. Notwithstanding the delegation by the Association to the Management Firm of its power to determine and collect assessments during the term of this Agreement, the Association retains the power to make those assessments as are specified in the Declaration to which this Agreement is attached as Exhibit V, and the By-Laws.

6. The Management Firm shall apply maintenance fees and assessments collected as it determines in its sole discretion as to those items specified in the By-Laws of the Association including the Management Firm's fee, which shall be deemed common expenses. The Management Firm, during the term of this Agreement, may file a lien against a unit owner's Townhouse should he fail to pay his assessments or maintenance fee as required and provided in the Declaration and Exhibits attached to said Declaration, and take such other action as provided in said documents, either in its name or in the name of or as agent of the Association whose name appears at the end of this instrument. The Management Firm may compromise liens in such amount as deems advisable in its sole discretion, and it may satisfy liens of record and render statements as to the current status of a unit owner's assessments. In the case of a unit committed to interval ownership, any lien against an owner of unit weeks in such unit, shall be limited to the unit weeks owned by the defaulting owner and shall, in no case, be filed so as to encumber the unit weeks owned by any other owner in such unit.

7. The Association shall aid and assist the Management Firm in any reasonable manner requested by the Management Firm as to the collection of assessments, and the said Association shall further aid and assist the Management Firm in any reasonable manner required by the Management Firm so as to simplify the method of collecting the assessments due from unit owners.

8. It is specifically understood that the Management Firm does not undertake to pay common expenses from its own funds and shall only be required to perform its services and make disbursements to the extent that, and so long as, payments received from assessments or other revenue, if any, of the Association whose name appears at the end of this instrument, are sufficient to pay the costs and expenses of such services and the amounts of such disbursements. If it shall appear to the Management Firm that the assessments and other revenue, if any, of the said Association insufficient, the Management Firm shall forthwith determine such additional assessment as is required and advised the said Association.

9. It is specifically understood and agreed that the Management Firm shall perform all of the services required of it hereunder at no cost and expense whatsoever to itself, but solely at the cost and expense of the Association and its members. As compensation, fee, or profit for its services hereunder, the Management Firm shall receive a net fee, free from all charges and expenses, of five (5%) percent of the maintenance fee per unit week for the 1st year of operation, of ten (10%) percent for the second year, and not to exceed twenty (20%) percent for any succeeding year, such amount to be designated the "Management Fee" The Management Fee shall be taken into consideration in setting the maintenance fee and assessments. The Management Firm's fee from each Townhouse Unit or unit weeks shall commence as of the first day of the month following the date of execution of a binding purchase contract for the purchase of a Townhouse or Unit Weeks. During the period of time that Wolf Run is the owner of a Townhouse or unit weeks in a Townhouse committed to interval ownership, it shall not be required to pay the Management Fee provided in this Agreement.

10. The Association shall not interfere nor permit, allow or cause any of the Officers, Directors or members to interfere with the Management Firm in the performance of its duties or the exercise of any of its powers hereunder.

11. The Management Firm shall not be liable to the Association and its members, for any loss or damage not caused by the Management Firm's own gross negligence or willful misconduct, and said Association and its members will and do hereby indemnify and save harmless the Management Firm from any such liability for damages, costs and expenses arising from injury to any person or property in, about and in connection with the Townhouse specified in the Declaration from any cause whatsoever, unless such injury shall be caused by said Management Firm's own gross negligence or willful misconduct.

12. The Association on behalf of its members, or the Management Firm, shall both have the right to assign this Agreement as herein set forth. The Association may assign its right, title and interest herein to another Interval Ownership Association operating and existing under the laws of the State of Pennsylvania. The Management Firm may also sub-contract all/or portions of its duties and powers under this Management Agreement.

13. The Management Firm shall be authorized to assess a Townhouse Unit owner for those items of assessments as set forth in the Declaration and the Exhibits attached to said Declaration, and in this Agreement - i.e., maintenance, repairs or replacements caused by the negligence or misuse by a unit owner, his family, servants, guests or invitees, or lessees; or failure of a unit owner to maintain those portions of his Townhouse and limited common elements assigned to his unit, as he is required to repair and maintain; or violation of the provisions of the aforesaid Declaration and Exhibits attached thereto which require the removal of same by the Management Firm and/or which increase the costs of maintenance and/or repair upon the Management Firm, or increase insurance rates and premiums, etc. In the event that all designated unit weeks are not sold, Wolf Run shall pay to Wolf Run Manor Association 30% of the budgeted annual operating cost (excluding POA dues) on each unit week unsold. Likewise, Wolf Run Manor Corporation shall pay 100% of POA dues for unsold unit weeks.

14. The power and authority of the Association to amend the Declaration and the Exhibits attached to said Declaration, it subject to the specific provisions applicable thereto set forth in the aforesaid instruments.

15. No waiver of a breach of any of the covenants contained in this Agreement shall be construed to be a waiver of any succeeding breach of the same covenants.

16. Time is of the essence in every particular, and especially where the obligation to pay money is involved.

17. No modification, release or discharge or waiver of any provision hereof shall be of any force, effect or value, unless in writing, signed by the parties to this Agreement - i.e., the Management Firm and the Association or their respective successors and assigns.

18. This instrument, together with the Declaration and the Exhibits attached to said Declaration, constitute the entire

agreement between the parties hereto as of the date of execution hereof, and neither has been induced by the other by representations, promises or understandings not expressed herein, and there are no collateral agreements, stipulations, promises or understandings whatsoever, in any way touching the subject matter of this instrument, or the instruments referred to herein, which are not expressly contained therein.

19. The invalidity in whole or in part of any covenant, promise or undertaking, or any section, sub-section, sentence, clause, phrase or word, or of any provision of this Agreement or the Exhibits attached hereto, and the Declaration the Exhibits attached to said Declaration, shall not affect the validity of the remaining portions thereof.

20. The definitions of the words, terms, phrases, etc., as provided in Article I of the Declaration are incorporated herein by reference and made a part hereof, and unless the context otherwise requires, said definitions shall prevail.

21. The words, "Association", "member(s)", "unit owner(s)" and parcel owner(s)", wherever and whenever used herein, shall include the singular and plural thereof, and the use of any gender shall include all genders, wherever the same shall be appropriate. The term, "Townhouse", or "unit", or "unit weeks", or "Unit committed to interval ownership", or "interval ownership", or "parcels" and the owners thereof shall be defined pursuant to the Declaration to which this Agreement is attached, and same are Townhouses as is created by the aforesaid Declaration, or ownership of parts of such units.

22. When either party hereto, and the Association's members, desire to or are required to give notice unto the other, or others, in connection with and according to the terms of this Agreement, such notice shall be given to the Association, its members, and the Management Firm, as provided in the Declaration.

23. If the Association or its members, shall interfere with the Management Firm in the performance of its duties and exercise of its powers hereunder, or if the said Association shall fail to promptly do any of the things required of it hereunder, then the Management Firm - fifteen (15) days after having given written notice to said Association of said default by delivering said notice to any officer of the Association, or in their absence, to any member of said Association, may declare this Agreement in default unless such default be cured by the said Association within fifteen (15) days after such notice.

24. Failure by the Management Firm to substantially perform its duties and obligations under this Agreement for a continuous period of thirty (30) days after written notice of default from the Association specifying the default complained of shall be grounds for the said Association's cancellation of this Agreement. In addition either party may terminate this agreement for any reason upon forty five (45) days written notice.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, and have caused these presents to be signed respectively by their proper Officer(s), and their respective Corporate Seals have been duly affixed, this 18th day of SEPTEMBER, 1981.

WOLF RUN MANOR CORPORATION

Signed, sealed and delivered in the presence of:

L.W. Brock

Erwin Gilis

BY: _____ (SEAL)
PRESIDENT

ATTEST: _____ (SEAL)
SECRETARY

"MANAGEMENT FIRM"

L.W. Brock

Erwin Gilis

WOLF RUN MANOR ASSOCIATION

BY: _____ (SEAL)
PRESIDENT

ATTEST: _____ (SEAL)
SECRETARY

"ASSOCIATION"

BY-LAWS
OF
WOLF RUN MANOR ASSOCIATION

All present and future Co-Owners, Mortgagees, Lessees and occupants of Apartments and their employees, and any other persons who may use the facilities of the Townhouse property in any manner are subject to the Declaration, these By-Laws and Rules and Regulations made pursuant hereto any amendment to the Declaration and these By-Laws upon the same being passed and duly recorded.

The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a Townhouse shall constitute an agreement that these By-Laws (and any Rules and Regulations, made pursuant hereto) and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified, and will be complied with.

ARTICLE I.
IDENTITY

The following By-Laws shall govern the operation of the Townhouses created by the Declaration of Interval Ownership, (hereinafter referred to as "The Declaration").

The Association of Co-Owners is organized and existing for the purpose of administering the Townhouses created by the Declaration to which these By-Laws are created.

SECTION 1. The office of the Association shall be at the Townhouse property, or at such other place as may be subsequently designated by the Board of Directors of the Association.

SECTION 2. As used herein, the word, "Association" shall be as defined in the Declaration. All other words, as used herein, shall have the same definitions as attributed to them in the Declaration.

ARTICLE II.
MEMBERSHIP AND VOTING PROVISIONS

SECTION 1. Membership in the Association shall be limited to Owners of the Interval Ownership Townhouse Units wherein this Association has been designated to operate and administer said Townhouses by virtue of the Declaration of said Interval Ownership. Transfer of ownership, either voluntary or by operation of law, shall terminate membership in the Association, and said membership is to become vested in the transferee. If ownership is vested in more than one person, then all of the persons owning said Unit shall be members eligible to hold office, attend meeting, etc., but, as hereinafter indicated, the vote of a Unit shall be cast by the "voting member". If ownership is vested in a Corporation said Corporation may designate an individual officer or employee of the Corporation as its "voting member". Notwithstanding the foregoing, each Owner of Unit Weeks in a Townhouse committed to Interval Ownership shall be entitled to cast his vote of the Unit in which he owns his Unit Weeks. "Unit committed to Interval Ownership" and "Interval Ownership" are defined in the Declaration.

SECTION 2. Voting.

(a) The Owner of each Unit Week shall be entitled to one (1) vote. If an Owner owns more than one (1) Unit, he shall be entitled to one (1) vote for each Unit Week owned. The Association shall not have a vote for any Unit Weeks conveyed to it.

(b) A majority of the Unit Owners' total votes present in person or in proxy at any regular or special meeting shall decide any question, unless the Declaration, By-Laws or Articles of Incorporation of the Association, if any, provide otherwise.

(c) Each unit owner shall have 1/50 vote per unit week owned in the Treasure Lake Property Owner Association, which vote shall be exercised on behalf of the unit owner by and through Wolf Run Manor Association. Each voter when placing his proxy with Wolf Run Manor Association shall designate the manner in which that vote shall be cast.

SECTION 3. QUORUM: Unless otherwise provided in these By-Laws, or the Declaration the presence in person or by proxy of one-tenth (1/10) of the Unit Owners' total votes shall constitute a quorum.

SECTION 4. PROXIES: Votes may be cast in person or by proxy. All proxies shall be in writing and signed by the person entitled to vote (as set forth below in Section 5). Where a Unit is owned jointly by a husband and wife, and if they have not designated one of them as a voting member, a proxy must be signed by both husband and wife where a third person is designated.

SECTION 5. DESIGNATION OF VOTING MEMBER: If a Townhouse Unit is owned by one person, his right to vote shall be established by the recorded title to the Unit. If a Townhouse is owned by more than one (1) person, the person entitled to cast the vote for the Unit shall be designated in a Certificate, signed by all of the recorded Owners of the Unit and filed with the

Secretary of the Association. If a Unit is owned by a Corporation, the officer or employee thereof entitled to cast the vote of the Unit for the Corporation shall be designated in a Certificate for this purpose, signed by the President or Vice-President, attested to by the Secretary or Assistant Secretary of the Corporation, and filed with the Secretary of the Association. The person designated in such Certificate who is entitled to cast the vote for a Unit shall be known as the "voting member". If such a Certificate is not on file with the Secretary of the Association for a Unit owned by more than one person or by a Corporation, the vote of the Unit concerned shall not be considered in determining the requirement for a quorum, or for any purpose requiring the approval of a person entitled to cast the vote for the Unit, except if said Unit is owned by a husband and wife. Such Certificate shall be valid until revoked or until superseded by a subsequent Certificate, or until a change in the Ownership of the Unit concerned. If a Townhouse Unit is owned jointly by a husband and wife, the following three provisions are applicable thereto:

(a) They may, but they shall not be required to, designate a voting member.

(b) If they do not designate a voting member and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting (As previously provided, the vote of a Unit is not divisible).

(c) Where they do not designate a voting member, and only one is present at a meeting, the person present may cast the Unit vote, just as though he or she owned the Unit individually, and without establishing the concurrence of the absent person.

SECTION 6. TOWNHOUSES COMMITTED TO INTERVAL OWNERSHIP.

Notwithstanding any other provisions in these By-Laws, each Owner of Unit Weeks in a Townhouse committed to Interval Ownership shall be entitled to cast the vote(s) attributable to his unit Week(s) owned. In any event the total number of votes which may be cast for each Unit shall be equal to 50 votes. In the case of a Unit committed to Interval Ownership, the provisions of Section 5, Designation of Voting Member, shall apply to each Unit Week owned.

ARTICLE III.

MEETING OF THE MEMBERSHIP

SECTION 1. PLACE: All meetings of the Association membership shall be held at the Townhouse property, or at such other place and at such time as shall be designated by the Board of Directors of the Association and stated in the Notice of the meeting, and shall be open to all Unit Owners.

SECTION 2. NOTICES: It shall be the duty of the Secretary to mail or deliver a Notice of each annual or special meeting, stating the time and place thereof, to each Interval Owner of record at least ten (10) but not more than sixty (60) days prior to such meeting. Notice of any special meeting shall state the purpose thereof. All Notices shall be mailed to or served at the address of the Unit or Interval Owner as it appears on the books of the Association.

SECTION 3. ANNUAL MEETING: The annual meeting shall be held at 10:00 A.M., Eastern Standard Time, on the Saturday preceding Memorial Day each year commencing after the first full year of operation for the purpose of electing Directors and transacting any other business authorized to be transacted by the members. At the annual meeting, the members shall elect by plurality vote - (cumulative voting prohibited), a Board of Directors and shall transact such other business as may properly be brought before the meeting.

SECTION 4. SPECIAL MEETING: Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of a majority of the Board of Directors, or at the request, in writing, of voting members representing ten percent (10%) of the members' total votes, which request shall state the purpose or purposes of the proposed meeting. Business transacted at all special meetings shall be confined to the objects stated in the Notice thereof.

SECTION 5. WAIVER AND CONSENT: Whenever the vote of members at a meeting is required or permitted by an provision of these By-Laws to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if not less than a majority of the members who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken; however, notice of such action shall be given to all members, unless all members approve such action.

SECTION 6. ADJOURNED MEETING: If any meeting of members cannot be organized because of a quorum of voting members is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.

SECTION 7. APPROVAL OR DISAPPROVAL: Approval or disapproval of a Unit Owner upon any matter, whether or not the subject of an Association meeting, shall be by the voting members provided, however, that where a Unit is owned jointly by a husband and wife, their joint approval or disapproval shall be required where they are both present, or in the event only one

is present, the person present may cast the vote without establishing the concurrence of the absent person.

SECTION 8. THE MANAGEMENT FIRM: The Management Firm, as long as any Management Agreement remains in effect, shall be entitled to Notice of all Association meetings, and shall be entitled to attend the Association's meetings, and it may designate such person(s) as it desires to attend such meetings on its behalf.

ARTICLE IV.

DIRECTORS

SECTION 1. NUMBER, TERM AND QUALIFICATIONS: Subject to Section 2 of this Article, the affairs of the Association shall be governed by a Board of Directors composed of not less than three (3) nor more than seven (7) persons, as is determined from time to time by the members. All Directors, except those designated by Wolf Run Manor Corp., shall be members of the Association. All officers of a Corporate Unit Owner shall be deemed to be members of the Association so as to qualify as a Director herein. The term of each Director's service shall extend until the next annual meeting of the members and hereafter until his successor is duly elected and qualified, or until he is removed in the manner provided in Section 3 below.

SECTION 2. WOLF RUN MANOR CORP. TO ACT AS BOARD OF DIRECTORS: All of the affairs of the Association of Co-Owners shall be conducted by Wolf Run Manor Corp., or its agents, appointees or assignees, for a period of five (5) years from the effective date of this Declaration. Wolf Run Manor Corp., at its sole discretion, shall have the right and option to extend this period of two (2) additional five (5) year periods. Until the expiration of any such period, all of the rights, duties, discretions, functions and powers otherwise vested in the Board of Directors, hereinafter set out or referred to in the Declaration, shall be exercised solely by Wolf Run Manor Corp., its agents, assignees or appointees. All references to the Board of Directors in this Declaration shall mean and refer to Wolf Run Manor Corp., its agents, appointees or assignees, from the effective date of this Declaration, or until such time during any aforesaid five (5) year periods, Wolf Run Manor Corp. should at its sole option, turn over to the Association of Co-Owners the responsibility of establishing and electing all of the members of the Board of Directors. This provision may not be changed, altered or amended by the Association of Co-Owners. Wolf Run Manor Corp. may within its sole discretion also act the Management Firm as provided in these By-Laws and receive reasonable compensation therefore as provided in these By-Laws.

SECTION 3. REMOVAL OF DIRECTORS: At any time after the first annual meeting of the membership at any duly convened regular or special meeting, any one or more of the Directors may be removed, with or without cause, by the affirmative vote of the voting members casting not less than two-thirds (2/3rds) of the total votes present at said meeting, and a successor may then and there be elected to fill the vacancy thus created. Should the membership fail to elect said successor, the Board of Directors may fill the vacancy in the manner provided in Section 4 below.

SECTION 4. VACANCIES ON DIRECTORATE: If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, shall choose a successor or successors, who shall hold office for the balance of the unexpired term in respect to which such vacancy occured. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board of Directors.

SECTION 5. DISQUALIFICATION AND RESIGNATION OF DIRECTORS. Any Director may resign at any time by sending a written Notice of such resignation to the office of the Corporation, delivered to the Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary. Commencing with the Directors elected at such first annual meeting of the membership, the Directors elected at such first annual meeting shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors. No member shall continue to serve on the Board should he be more than thirty (30) days delinquent in the payment of an assessment or fees and said delinquency shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors.

SECTION 6. REGULAR MEETINGS: The Board of Directors may establish a schedule of regular meetings to be held at such time and place as the Board of Directors may designate. Notice of such regular meetings shall nevertheless, be given to each Director personally or by mail, telephone or telegraph at least five (5) days prior to the day named for such meeting. All meetings of the Board of Directors, including special meetings in accordance with Section 7 below, shall be open to all Unit Owners.

SECTION 7. SPECIAL MEETINGS: Special meetings of the Board of Directors may be called by the President, and in his absence, by the Vice-President, or by a majority of the members of the Board of Directors, by giving five (5) days Notice, in writing, to all of the members of the Board of Directors of the time and place of said meeting. All Notices of special meetings shall

state the purpose of the meeting.

SECTION 8. DIRECTORS' WAIVER OF NOTICE: Before or at any meeting of the Board of Directors, any Director may waive Notice of such meeting and such waiver shall be deemed equivalent to the giving of Notice. Attendance by a Director at any meeting of the Board shall be a waiver of Notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no Notice shall be required and any business may be transacted at such meeting.

SECTION 9. QUORUM: At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at such meetings at which a quorum is present, shall be the acts of the Board of Directors. If, at any meeting of the Board of Directs there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At each such adjourned meeting, any business which might have been transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the Minutes thereof, shall constitute the presence of such Director for the purpose of determining a quorum.

SECTION 10. COMPENSATION. The Directors' fees, if any, shall be determined by the voting members.

SECTION 11. THE MANAGEMENT FIRM: The Management Firm, as long as any Management Agreement remains in effect, shall be entitled to Notice of all Directors' meetings and shall be entitled to attend the Directors' meetings and it may be designate such a person(s) as it desires to attend such meeting; on its behalf.

SECTION 12. POWERS AND DUTIES: The Board of Directors of the Association shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by the Declaration, this Association's Articles of Incorporation, or these By-Laws, directed to be exercised and done by Unit Owners. The Board of Directors may delegate the said powers and duties to the management firm. These powers shall specifically include, but shall not be limited to the following:

(a) To exercise all powers specifically set forth in the Declaration, this Association's Articles of Incorporation, if any, in these By-Laws.

(b) To make assessments, collect said assessments, and use and expend the assessments to carry out the purposes and powers of the Association.

(c) To employ, dismiss and control the personnel necessary for the maintenance and operation of the project, and of the common areas and facilities including the right and power to employ attorneys, accountants, contractors, and other professionals as the need arises.

(d) To make and amend regulations respecting the operation and use of the Townhouse property, and the use and maintenance of the Townhouses therein.

(e) To contract for the management of the Townhouses and to delegate to such contractor all of the powers and duties of the Association, except those which may be required by the Declaration to have approval of the Board of Directors or membership of the Association. To contract for the management or operation of portions of the Townhouse Property susceptible to the separate management or operation thereof, and to lease or concession such portions.

(f) The further improvement of the Townhouse property, both real and personal, and the right to purchase realty and items of furniture, furnishing, fixtures and equipment for the foregoing, and the right to acquire and enter into Agreements subject to the provisions of the applicable Declaration, this Association's Articles of Incorporation, if any, and any exhibits attached thereto.

(g) Designate one or more committees which, to the extent provided in the resolution designating said committee, shall have the powers of the Board of Directors in the management and affairs and business of the Association. Such committee shall consist of at least three (3) members of the Association. The committee or committees shall have such name or names as may be determined from time to time by the Board of Directors, and said committee(s) shall keep regular Minutes of their proceedings and report the same to the Board of Directors, as required. The foregoing powers shall be exercised by the Board of Directors or its contractor or employees, subject only to approval by Unit Owners when such is specifically required.

(h) To enter into and terminate or ratify existing Agreements with organizations providing Owners of Unit Weeks to trade their time periods with Owners of time periods at other resorts.

ARTICLE V.

OFFICERS

SECTION 1. ELECTIVE OFFICERS: The principal officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors.

SECTION 2. ELECTION: The officers of the Association designated in Section 1 above shall be elected annually by the Board of Directors at the organizational meeting of each new Board following the meeting of the members.

SECTION 3. APPOINTIVE OFFICERS: The Board may appoint Assistant Secretaries and Assistant Treasurers, and such other officers as the Board of Directors deems necessary.

SECTION 4. TERM: The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time, with or without cause, by the Board of Directors, provided however, that no officer shall be removed except by the affirmative vote for removal by a majority of the whole Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

SECTION 5. THE PRESIDENT: He shall be the chief executive officer of the Association; he shall preside at all meetings of the Unit Owners and of the Board of Directors. He shall have executive powers and general supervision over the affairs of the Association and other officers. He shall sign all written contracts to perform all of the duties incident to his office and which may be delegated to him from time to time by the Board of Directors.

SECTION 6. THE VICE-PRESIDENT: He shall perform all of the duties of the President in his absence, and such other duties as may be required of him from time to time by the Board of Directors of the Association.

SECTION 7. THE SECRETARY: He shall issue Notices of all Board of Directors' meetings and all meetings of the Unit Owners; he shall attend and keep the Minutes of same; he shall have charge of all of the Association's books, records and papers, except those kept by the Treasurer. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

SECTION 8. THE TREASURER:

(a) He shall have custody of the Association's funds and securities, except the funds payable to any Management Firm, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and to the credit of the Association, in such depositories as may be designated from time to time by the Board of Directors. The books shall reflect an account for each Unit.

(b) He shall disburse the funds of the Association as may be ordered by the Board of Directors in accordance with these By-Laws, making proper vouchers for such disbursements, and shall render to the President and Board of Directors at the regular meetings of the Board of Directors, or whenever they may require it, an account of all of his transactions as the Treasurer and of the financial condition of the Association.

(c) He shall collect the assessments and maintenance fees and shall promptly report the status of collections and of all delinquencies to the Board of Directors.

(d) He shall give status reports to potential transferees on which reports the transferees may rely.

(e) The Assistant Treasurer shall perform the duties of the Treasurer when the Treasurer is absent.

(f) The duties of the Treasurer may be fulfilled by a Management Firm employed by the Association, and said Management Firm shall fulfill the duties of the Treasurer, and shall have custody of such books of the Association as it determines in its sole discretion and the foregoing shall include any books required to be kept by the Secretary of the Association.

ARTICLE VI.

FINANCES, ASSESSMENTS AND MAINTENANCE FEES

SECTION 1. Depositories: The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time upon resolutions approved by the Board of Directors, and shall be withdrawn only upon checks and demands for money signed by such officer or officers of the Association as may be designated by the Board of Directors. Obligations of the Association shall be signed by at least two officers of the Association; provided, however, that the provisions of any Management Agreement between the Association and a Management Firm relative to the subject matter in this Section shall supersede the provisions hereof.

SECTION 2. FIDELITY BONDS: The Treasurer and all officers who are authorized to sign checks, and all officers and employees of the Association, and any contractor handling or responsible for Association funds shall be bonded in such amount as may be determined by the Board of Directors. The premiums on such Bonds shall be paid by the Association. The Bond shall be in an amount sufficient to equal the monies an individual handles or has control of via a signatory or a bank account or other depository account; however, notwithstanding the foregoing, the Management Firm, under the terms Management Agreement, attached to the Declaration, as to funds in its possession and/or control, shall determine, in its sole discretion, the amount of and

the total votes of the members present at any regular or special meeting of the members wherein said matter is voted upon, acquire in the name of the Association, or its designee, a Townhouse Unit Week(s) being foreclosed. The term "foreclosure", as used in this Section, shall mean and include any foreclosure of any lien, excluding the Association's lien for assessments. The power of the Board of Directors to acquire a Townhouse Unit Week(s) at any foreclosure sale shall never be interpreted as any requirement or obligation on the part of the said Board of Directors or of the Association to do so at any foreclosure sale, the provisions hereof being permissive in nature and for the purpose of setting forth the power in the Board of Directors to do so should the requisite approval of the voting members be obtained. The Board of Directors shall not be required to obtain the approval of Unit Owners at the foreclosure sale of a Unit, due to the foreclosure of the Association's lien for assessments under the provisions of the Declaration notwithstanding the sum the Board of Directors determines to bid at such foreclosure sale.

SECTION 2. TRANSFER OF UNITS: All Owners of Units or Unit Weeks in a Unit committed to Interval Ownership shall notify the Association, of any transfer, by sale or otherwise, of said Unit or Unit Week within ten (10) days of the date of same. Said Notice shall include such information and be in the form that the Association shall prescribe from time to time. The Association may send all necessary Notices to the person shown as Owner of said Unit or Unit Weeks in its records, and said Notice shall be binding as to any other Owner of said Unit or Unit Weeks where the Association has not been notified as provided herein.

ARTICLE IX.

AMENDMENTS TO THE BY-LAWS

The By-Laws may be altered, amended or added to at any duly called meeting of the Unit Owners, provided;

(1) Notice of the meeting shall contain a statement of the proposed Amendment.

(2) If the Amendment has received the unanimous approval of the full Board of Directors, then it shall be approved upon the affirmative vote of the voting members casting a majority of the total votes of the members of the Association.

(3) If the Amendment has not been approved by the unanimous vote of the Board of Directors, then the Amendment shall be approved by the affirmative vote of the voting members present or by proxy, casting not less than three-fourth (3/4ths) of the total vote; and,

(4) Said Amendment shall be recorded and certified.

(5) Notwithstanding the foregoing, these By-Laws may only be amended with the written approval when required of the parties specified in the Declaration.

ARTICLE X.

NOTICES

Whatever Notices are required to be sent hereunder shall be delivered or sent in accordance with the applicable provisions for Notices as set forth in the Declaration.

ARTICLE XI.

INDEMNIFICATIONS

The Association shall indemnify every Director and every officer, his heirs, executors, and administrators, against all loss, cost and expense reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or Officer of the Association, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding, to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE XII.

LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the Association shall not relieve or release any such former Owner or member from any liability or obligations incurred under or in any way connected with the Association during the period of such ownership and Membership, or impair any rights or remedies which the Association may have against such former Owner and member arising out of or in any way connected with such ownership and membership, and the covenants and obligations incident thereto.

ARTICLE XIII.

LIMITATION OF LIABILITY

Notwithstanding the duty of the Association to maintain and repair parts of the Townhouse property, the Association shall not be liable for injury or damage caused by a latent condition in the property, nor for injury or damage caused by the elements or by other Owners or persons.

ARTICLE XIV.

LIENS

SECTION 1. PROTECTION OF PROPERTY: All liens against a Townhouse Unit, other than for mortgages, taxes or special assessments, shall be satisfied or otherwise removed within thirty (30) days of the date of the lien attached. All taxes and special assessments upon a Townhouse Unit shall be paid before becoming delinquent, as provided in these Declaration documents or by-law, which ever is sooner.

SECTION 2. NOTICE OF LIEN: A Unit Owner shall give Notice to the Association of every lien upon his Unit, other than for mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

SECTION 3. NOTICE OF SUIT: Unit Owners shall give Notice to the Association of every suit or other proceeding which will or may affect title to his Unit or any part of the property, such Notice to be given within five (5) days after the Unit Owner receives Notice thereof.

SECTION 4. FAILURE TO COMPLY: Failure to comply with this article concerning liens will not affect the validity of any judicial sale.

SECTION 5. UNITS COMMITTED TO INTERVAL OWNERSHIP: In the case of a Unit committed to Interval Ownership, an Owner of Unit Weeks in such Unit shall be required to give Notices under Section 2 and 3 of this Article XIV only as to liens, suits, and proceedings affecting title to the Unit Weeks which he owns. Any lien against an Owner of Unit Weeks in a Unit committed to Interval Ownership, or against the Unit Weeks owned by him, shall be limited to the Unit Weeks owned by him and shall not encumber the property, real or personal, or any other Owner of Unit Weeks in said Unit.

ARTICLE XV.

RULES AND REGULATIONS

SECTION 1. The Board of Directors may, from time to time, adopt or amend previously adopted administrative Rules and Regulations governing the details of the operation, use, maintenance, management and control of the Townhouses and any facilities or services made available to the Unit Owners. A copy of the Rules and Regulations adopted from time to time as herein provided shall from time to time be posted in a conspicuous place and/or copies of same shall be furnished to each Unit Owners.

SECTION 2. AS TO CONDOMINIUM UNITS: The Board of Directors, may from time to time adopt or amend previously adopted Rules and Regulations governing and restricting the use and maintenance of the Townhouse Unit(s) provided, however, that copies of such become effective, shall be posted in a conspicuous place and/or copies of same shall be furnished to each Unit Owner.

SECTION 3. CONFLICT: In the event of any conflict between the Rules and Regulations adopted, or from time to time amended, and the Declaration documents, the latter shall prevail. If any unreconciled conflict should exist or hereafter arise with respect to the interpretation of these By-Laws and the Declaration, the provisions of said Declaration shall prevail.

The foregoing was adopted as the By-Laws of Wolf Run Manor Association at the first meeting of the Board of Directors.

Secretary

APPROVED:

President

Date: SEPTEMBER 18, 1981

AMENDMENT TO MANAGEMENT AGREEMENT
BETWEEN WOLF RUN MANOR CORPORATION
AND WOLF RUN MANOR ASSOCIATION

THIS AGREEMENT, made and entered into on the date last appearing by and between Wolf Run Manor Corporation a Pennsylvania Corporation whose name appears at the end of this agreement as the Management Firm hereinafter called the "Management Firm", and Wolf Run Manor Association, a not for profit association whose name appears at the end of this instrument as the Timesharing Association, hereinafter called the "Association", which term shall be deemed to extend to and include the legal representatives, successors and assigns of the said parties hereto;

WITNESSETH

THAT, WHEREAS, the Association and the Management Firm previously entered into the Management Agreement dated September 18, 1981, and,

WHEREAS, the Management Firm and the Association are desirous of amending said agreement.

NOW, THEREFORE, for and in consideration of the sum of $10.00 (ten dollars) and other good and valuable considerations, it is agreed by and between the parties as follows:

1. That certain management agreement between the parties hereto dated September 18, 1981 shall be amended.

2. Paragraph 13 of the aforereferenced management agreement which states ". . . 30% of the budgeted annual operating costs on each unit week unsold" shall be changed to ". . . the actual fixed cost for each unit week unsold"

3. The aforereferenced is the only change with respect to the agreement abovereferenced.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, and have caused these presents to be signed respectively by their proper Officer(s), and their respective Corporate Seals have been duly affixed, this the 13th day of August, 19 90.

Signed, sealed and delivered in the presence of :

Valerie M. Zuelch

Dana J. Bergthorn

("Wolf Run Manor Corporation")

BY: _____ (SEAL)
VICE PRESIDENT

ATTEST: _____ (SEAL)
ASST. SECRETARY

("MANAGEMENT FIRM")

("Wolf Run Manor Association")

Elizabeth L. Allen

Margaret Russell

BY: _____ (SEAL)
PRESIDENT

ATTEST: _____ (SEAL)
SECRETARY

("ASSOCIATION")

BOARD OF DIRECTORS MEETING

WOLF RUN MANOR ASSOCIATION, INC.

The Board of Directors of Wolf Run Manor Association, Inc. met in the corporate offices at Gautier, Mississippi on March 28, 1988. A full quorum of the Board was present.

The Board discussed the matter of voting rights of the membership which involved Treasure Lake Property Owners Association. The following Resolution was then presented to the Board, seconded and unanimously approved.

> RESOLVED, that an additional section to Article 2, styled Section 6, should be added as follows:
>
> "On the vote of any matter relating to the Treasure Lake Property Owners Association, those voting rights are assigned to the Board of Directors. The Board of Directors shall vote on such issues as presented to it involving, in any fashion, the Treasure Lake Property Owners Association by the affirmative vote of a majority of the Board of Directors present, in person or proxy, at a Directors meeting with one vote to be allocated for each townhouse unit located within the Association."
>
> BE IT FURTHER RESOLVED, that the President of this Association is hereby authorized and directed to take such action and do such acts and deeds that are necessary to carry out the mandates of the foregoing Resolution.

There being no further business, the meeting was adjourned.

J. W. Sewell

WOLF RUN MANOR

RECEIPT FOR PUBLIC OFFERING STATEMENT

I HEREBY ACKNOWLEDGE THAT I RECEIVED THE PUBLIC OFFERING STATEMENT FOR WOLF RUN MANOR ON THIS _____ DAY OF _____, 2_____. AND I UNDERSTAND THAT MY RIGHT TO CANCEL ANY SALES AGREEMENT TO PURCHASE A TIMESHARE INTERVAL EXPIRES ON THE _____ DAY OF _____, 2_____, WHICH IS FIVE (5) DAYS, (SUNDAYS AND HOLIDAYS EXCEPTED) FROM THE RECEIPT OF THIS PUBLIC OFFERING STATEMENT.

_____

SIGNATURE

_____

DATE

WOLF RUN MANOR

RECEIPT FOR PUBLIC OFFERING STATEMENT

I HEREBY ACKNOWLEDGE THAT I RECEIVED THE PUBLIC OFFERING STATEMENT FOR WOLF RUN MANOR ON THIS _____ DAY OF _____, 2_____. AND I UNDERSTAND THAT MY RIGHT TO CANCEL ANY SALES AGREEMENT TO PURCHASE A TIMESHARE INTERVAL EXPIRES ON THE _____ DAY OF _____, 2_____, WHICH IS FIVE (5) DAYS, (SUNDAYS AND HOLIDAYS EXCEPTED) FROM THE RECEIPT OF THIS PUBLIC OFFERING STATEMENT.

_____

SIGNATURE

_____

DATE

PUBLIC OFFERING STATEMENT
For
SILVERWOODS
AT
TREASURE LAKE
1129 Treasure Lake
DuBois, PA 15801

Crown Resorts, Ltd.
Seller of Silverwoods
PO Drawer 1568
Gautier, MS 39553

"THIS PUBLIC OFFERING STATEMENT CONTAINS IMPORTANT INFORMATION WHICH SHOULD BE CONSIDERED PRIOR TO ACQUIRING A TIMESHARE INTERVAL."

"THE STATEMENTS CONTAINED HEREIN ARE SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL DOCUMENTS AND OTHER ITEMS REFERENCED IN THIS PUBLIC OFFERING STATEMENT FOR MORE DETAILED INFORMATION."

"ORAL REPRESENTATIONS SHOULD NOT BE RELIED ON AS CORRECT STATEMENTS. REFER TO THIS DOCUMENT FOR CORRECT REPRESENTATIONS.

This contains important matters in purchasing a Timeshare Unit or Interval Ownership. The Buyer should read and understand all contracts and other sales material before purchasing a Timeshare Unit.

EXHIBIT "B-2"

SILVERWOODS ASSOCIATION
FY 2005 BUDGET - OPERATING FUND

	Total Amount	Amount Per Week	
NON-DUES OPERATING INCOME	94,263	34.74	
OPERATING EXPENSES			
General Office	28,662	10.56	
Replacements	20,800	7.67	
Monthly Unit Services	208,080	76.68	
Cost/Rent of Equipment	6,600	2.43	
Reservations/Administration	81,600	30.07	
Recreation	48,464	17.86	
Housekeeping	115,299	42.49	
Building Maintenance	61,017	22.49	
Grounds Maintenance	50,876	18.75	
Vehicle Maintenance	3,000	1.11	
Management Fees	126,984	46.80	
Accounting/Collections	65,700	24.21	
POA Fees	50,819	18.73	
Professional Services	11,553	4.26	
Property & Misc Taxes	121,522	44.79	
Property/Liability Insurance	87,000	32.06	
Depreciation	11,623	4.28	
Total Operating Expenses	1,099,599	405.24	
NET OPERATING EXPENSE TO BE FUNDED	(1,005,336)	(370.50)	
Less: Member Dues, Net	1,005,336	370.50	**370.50**
NET OPERATING SURPLUS/(LOSS)	(0)	0.00	

FY 2005 BUDGET - RESERVE FUND

	Total Amount	Amount Per Week	
Reserve Dues Income	52,908	19.50	**19.50**
Reserve Expenditures	0	0.00	
NET RESERVE FUND CARRIED FORWARD	52,908	19.50	
COMBINED FUNDS - NET SURPLUS/(LOSS)	52,908	19.50	**390.00**

NOTE: This budget is for the period April 1, 2004 through March 31, 2005.

AMENDMENT TO THE DECLARATION OF INTERVAL OWNERSHIP OF WOLF RUN MANOR CORPORATION, SILVERWOODS ADDITION RECORDED IN CLEARFIELD COUNTY MISC. BOOK 927, PAGE 273

WHEREAS, Wolf Run Manor Corporation hereinafter called "Declarant" filed of record in the office of the Recorder of Deeds of Clearfield County in Miscellaneous Book 927, page 273 a certain Declaration of Interval Ownership hereinafter referred to as "Declaration" pertaining to a subdivision of a portion of Declarant's real property designated as the Silverwoods Addition which Declarant was the owner by virtue of a deed dated November 15, 1983 and recorded in Clearfield County Deed Book Volume 917, page 149; and

WHEREAS, the Unit Owners are desirous of making a certain amendment to exhibit "II" attached to the recorded Declaration as provided for in Article X of the Declaration that states the Declaration may be amended at any regular meeting of the Unit Owners called and convened in accordance with the By-Laws, by the affirmative vote of Voting Members present or by proxy casting not less than fifty-one percent (51%) of the total vote; and

WHEREAS, at a duly convened meeting of the Unit Members of the Association held on February 23, 2002 a majority of the voting members approved the amendment to exhibit "II" for the express purpose of correcting an error to the original attachment of the exhibit hereinafter recited; and

NOW, THEREFORE, the exhibit "II" of the Declaration is amended as follows on the attached exhibit labeled "AMENDED EXHIBIT II" and attached hereto and made a part hereof.

IN WITNESS WHEREOF, Silverwoods Association, Inc has caused a common and corporate seal to be affixed to these presents by the hand of its President, and duly attested to by its Secretary this 25th day of February 2002.

ATTEST:

BY: _____
Secretary

SILVERWOODS ASSOCIATION, INC.

BY: _____
President

SEAL

KAREN L. STARCK
RECORDER OF DEEDS
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200209967
RECORDED ON
Jun 24, 2002
12:46:24 PM
Total Pages: 7

RECORDING FEES -- $19.00
RECORDER $2.00
COUNTY IMPROVEMENT $3.00
FUND:
RECORDER $0.50
IMPROVEMENT FUND
STATE WRIT TAX $24.50
TOTAL
CUSTOMER
SKYLINE RESORT PROPERTIES

STATE OF PENNSYLVANIA

COUNTY OF CLEARFIELD

SILVERWOODS TOWNHOUSES
DECLARATION OF INTERVAL OWNERSHIP
DUBOIS, PENNSYLVANIA

This Declaration and by-laws which are attached hereto and made a part hereof, is made and executed this the 16th day of January, 1984, by Wolf Run Manor Corp., a Pennsylvania corporation hereinafter referred to as "Wolf Run", for itself, its successors, and grantees.

WITNESSETH

WHEREAS, Wolf Run is the owner of the fee simple title to the real property located in Sandy Township, Clearfield County, Pennsylvania as more particularly described and set forth as townhouse property in the Survey Exhibits attached hereto as "Exhibit I", which are made a part hereof as though fully set forth herein, said townhouse property referred to as the "land"; and

WHEREAS, it is the intention of Wolf Run to submit the property to interval ownership and sell and convey the same to various purchasers, subject to the covenants, conditions, restrictions and by-laws provisions, herein now and later provided and reserved to be kept and observed; and

WHEREAS, Wolf Run desires and intends by following this Declaration and the Exhibits attached hereto to submit the property to interval ownership and to impose upon said property mutually beneficial restrictions under a general plan of improvement for the benefit of said property and the owners thereof.

NOW THEREFORE, Wolf Run does hereby publish and declare that all the property referred to above and as set out and described on the Exhibits hereto is held and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved as Interval Ownership units and approved subject to the following covenants, conditions, restrictions, uses, limitations, declarations and obligations, all of which are declared and agreed to in furtherance of a plan for the improvement of said property and the divisions thereof into townhouse units (hereinafter defined) and the same shall be deemed to run with the land and shall be binding upon Wolf Run, its successors, grantees and assigns, and any persons acquiring or owning an interest in the property, their grantees, and successors, heirs, devisees, assigns and personal representatives.

I.
Definitions

As used in this Declaration of Interval Ownership, and By-laws and Exhibits attached hereto, and all amendments thereof, unless the contracts otherwise provide, the following definitions shall prevail:

A. Declaration of Interval Ownership means this instrument as it now exists and may, from time to time, be amended.

B. Association means Silverwoods Association and it is responsible for the operation of the timesharing unit. During any period when a management agreement is in effect, any rights and responsibilities of the association shall also be the right and responsibility of management firm under said management agreement.

C. By-laws means the by-laws of the association, as they now exist and from time to time are amended.

D. Common expenses means the expenses for which the unit owners are liable as designated by the Association, including but not limited to membership fees, assessments, maintenance fees, which may include capital replacements, taxes, insurance, utilities, maid service, operational cost, sinking fund and other related expenses.

E. Common surplus means the excess of all receipts of the Association over and above the amount of common expenses.

F. Expenses means a share of the funds required for the payment of expenses which, from time to time, are assessed against the unit owners.

G. Townhouse means a house whose sidewalls abut the sidewalls of a house on the adjacent lot. Each owner owns the outside walls of his house and the entire lot is owned by the owners of the house.

H. Unit owner or owner of a unit, means the owner of a townhouse.

I. Wolf Run means Wolf Run Corp., a Pennsylvania Corporation, its successors and assigns.

J. Institutional mortgagee means a bank, savings and loan association, insurance company or union pension fund authorized to do business in the United States of America, an agency of the United States government, a real estate or mortgage investment trust, or a lender generally recognized in the community as an institutional type lender.

K. Mortgage shall mean a deed of trust as well as a mortgage and a Mortgagee shall mean the beneficiary under or holder of a deed of trust as well as a mortgage.

L. Occupant means a person or persons including the owner and any other than the unit owner in possession of the unit.

M. Timesharing documents means this Declaration, the by-laws and all exhibits annexed hereto, as the same may be amended from time to time.

N. Board of administration or board of directors means the representative body responsible for the administration of the association.

O. Interval ownership is a concept whereby units are conveyed for periods of time, the purchaser receiving a dated time period for a period of years, together with a remainder over in fee simple as tenant in common with all other purchasers of unit weeks in such townhouse units in the year 2030.

P. Unit week means a period of ownership in a townhouse committed to interval ownership. Unit weeks are computed as follows: Unit week One is the seven (7) days commencing on the first day in each year as delineated in Exhibit II attached hereto. Unit Week Two is the seven (7) days exceeding additional weeks up to and including Unit Week 52 and are computed in the like manner. Unit Week 52 contains the seven days preceding the end of Unit Week 51 without regard to the month or year. Unit Week 53 contains any excess days. Unit weeks run from 5:00 P.M. on the first day of the period to 10:00 A.M. on the last day of the period or as otherwise amended by Exhibit II.

Q. Common surplus means the excess of all receipts of the association, including but not limited to, assessments, rents, profits and revenues on account of the common element, over and above the common expenses.

R. Timesharing property means and includes the land in a timesharing unit, whether or not contiguous and all improvements thereon and all easements and rights appurtenant thereto, intended for use in connection with the timesharing unit.

S. Assessment means a share of the funds required for payment of expenses, which, from time to time, may be assessed against the owners.

T. Unit or Townhouse Unit refers therein to each of the separate and identified Townhouse buildings delineated in the Survey attached to the Declaration as Exhibit I.

II.
NAME

The name by which thse townhouses are to be identified shall be "Silverwoods".

III.
COMMITTING A UNIT TO INTERVAL OWNERSHIP

A unit shall become a unit committed to Interval Ownership upon the recording of a declaration by Wolf Run which commits said unit to interval ownership. No unit may be committed to Interval Ownership by any person, or other entity other than Wolf Run, its successors and assigns. A unit will no longer be committed to Interval Ownership any time all unit weeks are owned by the same legal entity. Notwithstanding the above, Wolf Run may assign its rights to commit units to any other entity to which it conveys substantially all units which it owns in the Townhouse property.

IV.
IDENTIFICATION OF UNITS

The Townhouse property consists essentially of all units and other improvements as set forth in Exhibit I attached hereto and for purpose of identification, all units located on said Townhouse property are given identifying numbers and are delineated on the Survey Exhibits, collectively identified as "Exhibit I", hereto attached and made a part of this Declaration. No unit bears the same identifying number as does any other unit. The aforesaid identifying number as to the unit is also the identifying number as to the Townhouse parcel. The said Exhibit I, also contains a survey of the land, graphic description of the improvements, and a plot plan and, together with this Declaration, they are in sufficient detail to identify the location, dimensions and size of the common elements and of each unit, as evidenced by the Certificate of the Registered Land Surveyor hereto attached. The legend and notes contained with the said Exhibit are incorporated herein and made a part hereof by reference.

Notwithstanding anything to the contrary, Wolf Run reserves the right to amend the Survey Exhibits, for a period of ten (10) years, by adding additional real property and Townhouse Units to this Declaration of Interval Ownership, stated in Article XVIII hereof. If any such property is added, it shall be located within that real property generally known as Treasure Lake development, Clearfield County, Pennsylvania.

V.
IDENTIFICATION OF UNITS COMMITTED TO INTERVAL OWNERSHIP

Wherever the term "Unit Owner" or "Unit Owners" is used anywhere within the context of this Declaration or any Amendment or Supplementary Declaration hereto, it shall be construed to include all owners of unit weeks within any unit committed to interval ownership as one unit owner.

VI.
VOTING RIGHTS

Each interval owner shall be entitled to one vote for each Unit Week owned. An interval owner may vote by means of a proxy.

VII.
COMMON EXPENSE AND COMMON SURPLUS

The common expenses of the Townhouses, shall be shared by the unit owners, including the obligation of each unit owner under the Management Agreement attached hereto as Exhibit III. The foregoing equal ratio of sharing common expenses and assessments shall remain, regardless of the purchase price of the Townhouse, their location or the building square footage included in each Townhouse.

Any common surplus of the association shall be owned by each of the unit owners in the same equal proportions, any common surplus being the excess of all receipts of the Association from the Townhouses, over the amount of the common expenses of the Townhouses.

VIII.
MAINTENANCE FEE FOR UNITS COMMITTED TO INTERVAL OWNERSHIP

All owners of Unit Weeks in Units committed to Interval Ownership shall pay a "maintenance fee". The maintenance fee shall include the following:

The particular Unit Week Owner's share of common expenses, as set forth in Paragraph VII above;

Repair and upkeep of Units for normal wear and tear (example - repainting interior walls);

Repair and replacement of furniture, fixtures, appliances, carpeting and utensils;

Casualty and/or liability insurance on the Unit;

Capital expenditures

Utilities for the subject Unit;

Personal property, real estate, and any other applicable taxes;

Any other expenses incurred in the normal operations and maintenance of the Unit which cannot be attributed to a particular Unit Week Owner. (For example - management fee)

The maintenance fee shall be prorated among all Owners of Unit Weeks. The foregoing shall not apply to any Unit Week conveyed to the Association. Resort or its designated assignee shall have the right to levy a lien for any unpaid fees, dues, and assessments and taxes.

IX.
MAINTENANCE WEEK IN UNITS COMMITTED TO INTERVAL OWNERSHIP

Upon conveying fifty-one (51) Unit Weeks in any Unit committed to Interval Ownership, or six (6) months from the date of the first conveyance under Interval Ownership in any Unit committed to Interval Ownership, whichever date comes first, Wolf Run shall have the right to choose the Unit Week(s) to be so conveyed. In the event any one person, or other legal entity becomes holder of record title to all unit weeks in any one unit that person, or other legal entity, may cause the Association to convey said unit weeks conveyed to the Association to it by notifying the Association, in writings, of its desire that said unit cease being a unit committed to interval ownership. The Association shall execute the necessary papers to complete said conveyance no later than sixty (60) days after notice. All expenses of said conveyance, including state stamps and recording fees, shall be borne by the person, or other legal entity, desiring such conveyance.

X.
METHOD OF AMENDMENT OF DECLARATION

This Declaration may be amended at any regular or special meeting of the Unit Owners, called and convened in accordance with the By-Laws, by the affirmative vote of Voting Members present or by proxy casting not less than fifty-one percent (51%) of the total vote.

All Amendments shall be recorded and certified. Subject to the provisions of Article VII, no Amendment shall change any Townhouse Unit's proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any Unit, unless the record Owners(s) thereof, and all record Owners of mortgages or other voluntarily placed liens thereon, shall join in the execution of the Amendment. No Amendment shall be passed which shall impair or prejudice the rights and priorities of any mortgages or change the provisions of this Declaration with respect to Institutional Mortgages without the written approval of all Institutional Mortgages of record, nor shall the provisions of Article XV of this Declaration be changed without the written approval of all Institutional Mortgagees of record.

No amendment shall change the rights and privileges of Wolf Run without Wolf Run's written approval.

Wolf Run, so long as it owns more than twenty-five percent (25%) of the Townhouses or Unit Weeks in the Townhouse, reserves the right at any time to amend the Declaration, as may be required by any lending institution or public body or in such manner as Wolf Run may determine to be necessary to carry out the purposes of the project provided that such Amendment shall not increase the proportion of common expenses borne by the Townhouse Owners.

XI.
BY-LAWS

The operation of the Townhouse property shall be governed by the By-Laws of the Association. (Exhibit IV)

No modification of or Amendment to the By-Laws of said Association shall be valid unless set forth in or annexed to a duly recorded Amendment to this Declaration. The By-Laws may be amended in the manner provided for therein, but no Amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any Townhouse, or which would change the provision of the By-Laws with respect to Institutional Mortgages without the written approval of all Institutional Mortgagees of record. No Amendment shall change the rights and privileges of Wolf Run without Wolf Run's written approval. Any Amendment to the By-Laws, as provided herein, shall be executed by the parties as required in this Article and in Article X above.

XII.
THE OPERATING ENTITY

The operating entity of the Townhouses shall be the Association. The said association upon agreement of its board of directors shall have the right to assign its obligations of management, maintenance and collection of common expenses and all the other management functions of the association to an acceptable management agent. The said association, or its designated assignee shall have all the powers and duties granted to or imposed upon it by this Declaration and the By-Laws of the Association, and all of the powers and duties necessary to operate the Townhouses, as set forth in this Declaration and the By-Laws, and as they may be amended from time to time.

XIII.
Maintenance Fees, Assessments, Membership Fees, Recreation Fee

Maintenance Fees.

The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sum or sums necessary and adequate as maintenance fees to provide for the common expenses of the Townhouse. The maintenance fees shall be levied against each Townhouse Unit Owner as provided for in Article VII of this Declaration. The maintenance fee shall be due and payable annually (if the interval ownership is not financed by seller). Maintenance fees are due and payable monthly on installment transactions. Due dates shall be determined by the Board of Directors of Silverwoods Association or its designated assignee. Maintenance fees that are unpaid for over ten (10) days after due shall bear interest at the rate of ten percent (10%) per annum from due date until paid, and at the sole discretion of the Board of Directors, a late charge of twenty five dollars shall be due and payable. Monthly bills for the same shall not be mailed and delivered to Unit owners. Maintenance fees for units committed to interval ownership shall be due and payable annually or as determined by the association.

Assessments.

Assessments for emergency purposes upon showing of good cause, may also be levied by the association through its Board of Directors. This assessment shall be due and payable as determined by the Board of Directors of Silverwoods Association or as designated assignee.

Assessments that are unpaid for over ten (10) days after due shall bear interest at the rate of ten percent (10%) per annum from due date until paid, and at the sole discretion of the Board of Directors, a late charge of twenty five dollars shall be due and payable. Assessments for emergency purposes may also be levied by the Association by its Board of Directors. The assessments shall be due and payable as determined by the Board of Directors of the Association.

Membership Fee.

The membership fee is that fee levied against the interval owner in exchange for the use of any amenities controlled by Treasure Lake Property Owners Association, Inc. This fee is contained in the amount that the interval owner pays to Silverwoods Association which in turn pays that portion of fee on behalf of the interval owner.

The Association, or its designated assignee shall have a lien on each Townhouse Unit Week for unpaid assessments, maintenance fee and membership fee together with interest thereon, against the Unit Owner of such Townhouse, together with a lien on all tangible personal property located within said Unit, except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record. Reasonable attorneys' fees incurred by the Association incident to the collection of such assessments, maintenance fee and membership fee or the enforcement of such lien, together with all sums advanced and paid by the Association for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association, in order to preserve and protect its lien, shall be payable by the Unit Owner and secured by such lien. The Board of Directors, may take such action as it deems necessary to collect assessments, maintenance fee and membership fee by personal action or by enforcing and foreclosing said lien, and may settle and compromise the same if deemed in its best interest. Said lien shall be effective as and in the manner provided for by law. The Association, shall be entitled to bid at any sale held pursuant to a suit to foreclose such lien, and to apply as a cash credit against its bid, all sums due, as provided herein, covered by the lien enforced. In case of such foreclosure, the Unit Owner shall be required to pay a reasonable rental for the Townhouse for the period of time said Townhouse is occupied by the Unit Owner or anyone by, through or under said Unit Owner, and Plaintiff in such foreclosure shall be entitled to the appointment of a Receiver to collect same from the Unit Owner and/or Occupant.

In the case of a lien against an Owner of Unit Weeks in a Unit committed to Interval Ownership, said lien shall be limited to the Unit Weeks owned by said Owner and shall not encumber the property, real or personal, of any other Owner of Unit Weeks in said Unit.

Where the Mortgagee of an Institutional First Mortgage of record, or other purchaser of a Townhouse, obtains title to a Townhouse as a result of foreclosure of the Institutional First Mortgage, or when an Institutional First Mortgagee of record accepts a Deed to said Townhouse in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the shares of maintenance fees or assessments by the Association pertaining to such Townhouse, or chargeable to the former Unit Owner of such Townhouse, which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such Deed in lieu of foreclosure. Such unpaid share of maintenance fees or assessments shall be deemed to be common expenses collectible from all of the Unit Owners, including such acquirer, his successors and assigns.

Any person who acquires an interest in an Unit, except through foreclosure of an Institutional First Mortgage of record, or by virtue of an Institutional First Mortgagee accepting a Deed to a Townhouse in lieu of foreclosure, as specifically provided hereinabove including, without limitation, persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy of the Unit or enjoyment of the Common Elements until such time as all unpaid assessments and maintenance fee due and owing by the former Unit Owners have been paid. The Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments and maintenance fee to Wolf Run, or to any Unit Owner or group of Unit Owners, or to any third party.

Recreation Fee

The recreation fee is that fee levied against the interval owner in exchange for use of any amenities owned by Recreation Land Corporation. This fee is contained in the amount that the Interval Owner pays to Silverwoods Association which in turn pays that portion of the fee on behalf of the interval owner. A Unit Owner, Unit Owner's spouse and Unit Owner's children, age 25 years and under living at home, shall be entitled to year around use of the recreational facilities.

Failure of an interval owner to pay any fee or assessment may preclude said interval owner from the use of any recreational facilities.

XIV.
INSURANCE PROVISIONS

I. Insurance

A. **Purchase of Insurance:** The Association shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance insuring all of the insurable improvements within the Townhouse, together with such other insurance as the Association deems necessary in and for the interest of the Association, all Unit Owners and their Mortgagees as their interest may appear, in an amount which shall be equal to the maximum insurable replacement value as determined annually; and the premiums for such coverage and other expenses in connection with said insurance shall be assessed against the Unit Owners as part of the common expense. The named insured shall be the Association, individually and as Agent for the Unit Owners, without naming them, and as Agent for their Mortgagees.

Provision shall be made for the issuance of Mortgagee endorsements and memoranda of insurance to the Mortgagees of Unit Owners. Such policies shall provide that payments for losses thereunder by the insurer shall be made to the insurance trustee hereinafter designated, and all policies and endorsements thereon shall be deposited with the insurance trustee. Unit owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense.

B. **Coverage:**

(1) **Casualty.** All Townhouse buildings shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and all personal property included in the Townhouse shall be insured for its value, all as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:

(a) **Loss or damage** by fire and other hazards covered by a standard extended coverage endorsement; and

(b) **Such other risks** as from time to time shall be customarily covered with respect to Townhouses including but not limited to vandalism and malicious mischief.

(2) **Public Liability** in such amounts and with such coverages, if available, as shall be required by the Board of Directors of the Association and with cross liability and endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner.

(3) **Insurance on Units Committed to Interval Ownership.** The Board of Directors of the Association, shall obtain casualty and liability insurance, as needed, on all Units committed to Interval Ownership. Each such policy shall reflect the respective interest of the Association, and all Owners of Unit Weeks in each Unit. Casualty insurance shall be in an amount equal to the maximum insurable replacement value of the Unit and the personal property therein without deduction for depreciation as determined annually by the Board of Directors of the Association. The premiums shall be a part of the maintenance fee. All losses thereunder shall be payable to the Insurance Trustee hereinafter designated. All such proceeds shall be used for the purpose of repair or replacement of any loss, or in the event such loss is not to be repaired or replaced, as determined elsewhere, to be divided among all Owners of Unit Weeks in such Unit in accordance with their percentage interest in remainder. Any deficit or overage in such proceeds, after repair or replacement, shall be divided among all such Owners of Unit Weeks in that Unit. Deficits shall be treated as a prorated assessment and billed to each Unit Owner.

(4) **Workmen's Compensation** policy to meet the requirements of law.

(5) **Such other Insurance** as the Board of Directors of the Association shall determine from time to time desirable.

C. **Premiums:** Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

D. **Insurance Trustee; Shares of Proceeds:** All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their Mortgagees, as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the insurance trustee, which shall be designated by the Board of Directors and which shall be any bank or trust company in Pennsylvania. The insurance trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein and for the benefit of the Unit Owners and their Mortgagees in the following shares, but which shares need not be set forth on the records of the insurance trustee:

(1) **Townhouses.** Proceeds on account of damage to Units shall be held in the following undivided shares:

(a) **When the Building is to be Restored** - For the Owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner, which cost shall be determined by the Association.

(b) **When the Building is Not to be Restored** - A share for each Unit Owner, equal to the percentage of ownership of Unit Weeks owned against the total number of Unit Weeks committed to Interval Ownership of that particular Townhouse.

(2) **Mortgagees.** In the event a mortgage endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the Mortgagee and the Unit Owner as their interests may appear; provided, however, that no Mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no Mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions thereof made to the Unit Owner and Mortgagee pursuant to the provisions of this Declaration.

E. **Distribution of Proceeds:** Proceeds of insurance policies received by the insurance trustee shall be distributed to or for the benefit of the beneficial Owners in the following manner:

(1) **Expense of the Trust.** All expenses of the insurance trustee shall be first paid or provision made therefor.

(2) **Reconstruction or Repair.** If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial Owners. Remittance to Unit Owners and their Mortgagees being payable jointly to them. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by such Mortgagee.

(3) **Failure to Reconstruct or Repair.** If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds, shall be distributed to the beneficial Owners, remittances to Unit Owners and their Mortgagees being payable jointly to them. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by such Mortgagee.

(4) **Certificate.** In making distribution to Unit Owners and their Mortgagees, the insurance trustee may rely upon a certificate of the Association made by its President and Secretary as to the names of the Unit Owners and their respective shares of the distribution.

F. **Association as Agent:** The Association is hereby irrevocably appointed Agent for each Unit Owner and for each Owner of a mortgage or other lien upon a Unit and for each Owner of any other interest in the Townhouse to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

G. **Notice of Insurance Coverage:** In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owners, the Association will give Notice of the exposure within a reasonable time to all Unit Owners who may be exposed to the liability and they shall have the right to intervene and defend.

H. Inspection of Insurance Policy: A copy of each insurance policy obtained by the Association shall be made available for inspection by Unit Owners at reasonable times.

II. RECONSTRUCTION OR REPAIR AFTER CASUALTY

A. Determination to Reconstruct or Repair: If any part of the Townhouse shall be damaged by casualty, whether it shall be determined in the following manner:

(1) Lesser Damage - If the damaged townhouse is found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired unless within 60 days after the casualty, it is determined by Agreement in the manner elsewhere provided that the Townhouse Interval Ownership status shall be terminated.

(2) Major Damage - If the damaged Townhouse is found by the Board of Directors to be not tenantable, then the damaged Townhouse will not be reconstructed or repaired and Townhouse Interval Ownership will be terminated without Agreement as elsewhere provided, unless within 60 days after the casualty, the Owners agree in writing to such reconstruction or repair.

(3) Certificate. The insurance trustee may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

B. Plans and Specifications: Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, portions of which are attached hereto as Exhibits; or if not, then according to plans and specifications approved by the Board of Directors of the Association.

C. Responsibility: If the damage is only to those parts of one Townhouse Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

D. Estimates of Costs: Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable detailed estimates of the cost to rebuild or repair.

E. Assessments: The amount by which an award of insurance proceeds to the insurance trustee is reduced on account of a deductible clause in an insurance policy shall be assessed against all Unit Owners in proportion to their number of Unit Weeks owned. If the proceeds of such assessments and of the insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if any time during reconstruction and repair or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstructions and repair are insufficient, assessments shall be made against the Unit Owners of that Townhouse, in sufficient amount to provide funds for the payment of such costs. Such assessments amount to provide funds for damage to Townhouse shall be in proportion to the cost of reconstruction and repair of their respective Units.

F. Construction Funds: The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the insurance trustee and funds collected by the Association from assessments against Unit Owners, shall be disbursed in payment of such costs in the following manner:

(1) Association. If the total assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair which is the responsibility of the Association is more than $5,000.00, then the sums paid upon such assessments shall be deposited by the Association with the insurance trustee. In all other cases, the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

(2) Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the insurance trustee by the Association from collections of assessment against Unit Owners on account of such Casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(a) Association - Lesser Damage - If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than $5,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the insurance trustee by a Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund. Such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(b) Association - Major Damage - If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than $5,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association or upon approval of an architect qualified to practice in Tennessee and employed by the Association to supervise the work.

(c) Unit Owner - The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Unit Owner shall be paid by the insurance trustee to the Unit Owner, or if there is a mortgage endorsement as to such Unit, then to the Unit Owner and Mortgagee jointly, who may use such proceeds as they may be advised.

(d) Surplus - It shall be presumed that the first monies disbursed in payment of costs and reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial Owners of the fund in the manner elsewhere stated;

Except, however, that the part of a distribution to a beneficial Owner which is not in excess of assessments paid by such Owner into the construction fund shall not be made payable to any Mortgagee.

(e) Certificate - Notwithstanding the provisions herein, the insurance trustee shall not be required to determine whether or not sums paid by Unit Owners upon assessments shall be deposited by the Association with the insurance trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the assessments paid by Owners. Instead, the insurance trustee may rely upon a certificate of the Association, made by its President and Secretary, as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the name of the payee and the amount to be paid; provided, that when a Mortgagee is herein required to be named as payee, the insurance trustee shall also name the Mortgagee as a payee of any distribution of insurance proceeds to a Unit Owner; and further provided that if the Association or a Mortgagee which is the beneficiary of an insurance policy, the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

XV.
USE AND OCCUPANCY

A. Residential Use Restriction: The Owner of a Townhouse shall occupy and use his Townhouse as a single family private dwelling for himself and the members of his family, his social guests, lessees, licensees and invitees. Notwithstanding the foregoing, nothing in this Declaration shall be construed to restrict Wolf Run, or any successor in interest to Wolf Run, from selling and/or conveying any unit under a plat of Interval Ownership, or any person, group of persons, corporation, partnership, or other entity,

from selling, reconveying, or any other way, transferring same, at any time under said plan of Interval Ownership.

B. **Prohibited Acts:** The Unit Owner shall not permit or suffer anything to be done or kept in his Unit which will increase the rate of insurance in the Townhouse property, or which will obstruct or interfere with the rights of other Unit Owners, or annoy them by unreasonable noises, or otherwise, nor shall the Unit Owners commit or permit any nuisance, immoral or illegal acts in or about the Townhouse property.

C. **Animals or Pets:** No animals or pets of any kind shall be kept in any unit or on any property of the townhouse except subject to some Rules and Regulations as may be adopted by the Board of Directors for the keeping of said pets; provided that such house pets causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property subject to these restrictions upon three (3) days written notice from the Management Firm or the Board of Directors of the Association. Once permission is granted, as provided in this paragraph, it may not be withdrawn or terminated unless such house pet has caused or created a nuisance or unreasonable disturbance as provided in this paragraph.

D. **Restrictions on Alterations:** The Owner of a Unit shall not cause anything to be affixed or attached to, hung, displayed or placed, on the exterior walls, doors or windows of the Townhouse, nor shall they cause any type of ground coverage to be installed nor shall they grow any type of plant, shrubbery, flower, vine or grass outside their Unit, nor shall they cause awnings or storm shutters, screens, enclosures and the like to be affixed or attached to any Units, nor shall they place any furniture or equipment outside their Unit except with the prior written consent of the Board of Directors and further, when approved, subject to the Rules and Regulations adopted by the Board of Directors. No clothes lines or similar device shall be allowed on any portion of the Townhouse property, nor shall clothes be hung anywhere except where designated by the Board of Directors of the Association.

E. **Holdover Interval Owners:** In the event any Owner of a Unit Week in a Townhouse committed to Interval Ownership fails to vacate his Unit at the expiration of his period of Ownership each year, or at such earlier time as may be fixed by the Rules and Regulations adopted by the Association from time to time, he shall be deemed a "holdover owner". It shall be the responsibility of the Association to take such steps as may be necessary to remove such holdover Owner from the Unit, and to assist the Owner of any subsequent Unit Week, who may be affected by the holdover Owner's failure to vacate, to find alternate accommodations during such holdover period.

In addition to such other remedies as may be available to it, the Association or its designated assignee shall secure, as its expense, alternate accommodations for any Owner who may not occupy his Unit due to the failure to vacate of any holdover Owner. Such accommodations shall be as near in value to the Owner's own Unit as possible. The holdover Owner shall be charged a sum equal to three times the cost of such alternate accommodations, any other costs incurred due to his failure to vacate, and an administrative fee of $50.00 per day during his period of holding over. In the event it is necessary that the Association contract for a period greater than the actual period of holding over, in order to secure alternate accommodations as set forth above, the entire period shall be the responsibility of the holdover Owner, although the $50.00 per day administrative fee shall cease upon actual vacating by the holdover Owner.

The Association shall submit a bill to the holdover Owner in accordance with this paragraph. In the event the holdover Owner fails to pay same within ten (10) days of the date of same, a lien shall be filed against said holdover Owner's Unit Weeks in accordance with the provisions of Article XIV hereof.

The above provisions of Article XVI, E, shall not abridge the Association's right to take such other action as is provided by law including, but not limited to, eviction proceedings.

XVI.
MAINTENANCE AND ALTERATIONS

A. The Board of Directors of the Association may enter into a Contract with any firm, person or Corporation, or may join with other Property Owner Associations and entities in contracting for the maintenance and repair of the Townhouse property and other type properties, and may contract or may join with other Property Owner Associations in contracting for the management of the Townhouse property and other type properties, and may delegate to the Contractor or Manager all the powers and duties of the Association, except such as are specifically required by this Declaration, or by the By-Laws, to have the approval of the Board of Directors or the membership of the Association. The Contractor or Manager may be authorized to determine the budget, recommend assessments for emergency purposes and collect maintenance fee, as provided by this Declaration, By-Laws, and exhibits to the Declaration.

B. Each Owner of a Townhouse not committed to Interval Ownership agrees as follows:

(1) To maintain in good condition and repair his Townhouse and all interior and exterior surfaces within or surrounding his Townhouse (such as the surfaces of the walls, ceilings, floors, roofs) and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his Townhouse.

(2) Not to make or cause to be made any structural addition, alteration, decoration, repair, replacement or change to any outside or exterior portion of the building whether within a Unit without the prior written consent of the Board of Directors of the Association.

C. Each Owner of Unit Weeks in a Townhouse committed to Interval Ownership agrees:

(1) To pay his proportionate share of the cost of the maintenance and repair of all interior and exterior components of said Townhouse, the cost of maintenance, repair and replacement of all appliances, furniture, carpeting, fixtures, equipment, utensils, and other personal property within said Unit, and such other cost of repair, maintenance, upkeep and operation of the Unit as is necessary to the continued enjoyment of said Unit by all said Owners of Unit Weeks therein.

(2) Not to make, cause, or allow to be made, any repairs, modifications, alterations, or replacements to the outside or exterior portion of the Townhouses, or of the furnishings, appliances, personal property or decor thereof, without the prior written consent of the Board of Directors of the Association, and all other Owners of Unit Weeks therein.

(3) Expenses of repairs or replacements to the Unit or its components, furnishing, carpeting, appliances, or other property, real, personal, or mixed, occasioned by the specific use or abuse of any Owner of Unit Weeks in any Unit, or any licensee or tenant of said Owner, shall be borne in their entirety by said Owner.

(4) The Association, shall determine the interior color scheme, decor and furnishing, of each such Townhouse, as well as the proper time for redecorating and replacements thereof.

D. All Owners of Townhouses, including Owners of Unit Weeks in Townhouse committed to Interval Ownership, agree as follows:

(1) To allow the Board of Directors, or the agents or employees of any Management Firm or the Association, to enter into any Unit for the purpose of maintenance, inspection, repair, replacement of the improvements within the Units, or to determine in case of emergency, circumstances threatening Units, or to determine compliance with the provisions of this Declaration and the By-Laws of the Association.

(2) To show no signs, advertisements or Notices of any type on his Unit, and to erect no exterior antenna or aerials, except as consented to by the Board of Directors of the Association.

E. In the event the Owner of a Townhouse Unit fails to maintain the said Unit as required herein, or makes any alterations or additions without the required written consent, or otherwise violates or threatens to violate the provisions hereof, the

Association, shall have the right to proceed in a Court of equity for an injunction to seek compliance with the provisions hereof. In lieu thereof and in addition thereto, the Association shall have the right to levy an assessment against the Owner of a Townhouse Unit, and the Unit, for such necessary sums to remove any unauthorized addition or alteration and to restore the property to good condition and repair. Where said failure, alteration, addition, or other violation is attributable to an Owner of Unit Weeks in a Townhouse Unit committed to Interval Ownership, any such levy of an assessment shall be limited to the Unit Weeks owned by said Owner of Unit Weeks and shall be of no force and effect as to any other Owner of Unit Weeks in said Unit.

Said assessment shall have the same force and effect as all other special assessments. The Association, shall have the further right to have its employees or agents, or any subcontractors appointed by it, enter a Unit at all reasonable times to do such work as is deemed necessary by the Board of Directors of the Association, to enforce compliance with the provisions hereof.

F. The Association, shall determine the exterior color scheme, and interior color scheme of the Townhouses, and shall be responsible for the maintenance thereof, and no Owner shall paint an exterior wall, door, window, or any exterior surface, or replace anything thereon or affixed thereto, without the written consent of the Board of Directors of the Association.

G. Notwithstanding the Unit Owner's duty of maintenance, repair, replacement and the other responsibilities as to his Unit, as is provided in this Declaration and Exhibits attached thereto, the Association, may enter into an Agreement with such firms or companies as it may determine to provide certain services and/or maintenance and service are provided on a regularly scheduled basis for air conditioning maintenance and service and appurtenances thereto, exterminating services and other types of maintenance and services as the Association deems advisable and for such period of time and on such basis as it determines. Said Agreements shall be on behalf of all Unit Owners and the monthly assessment due from each Unit Owner for common expenses shall be increased by such sum as the Association deems fair and equitable under the circumstances in relation to the monthly charge for said maintenance or service. Each Unit Owner shall be deemed a party to said Agreement as if he had executed said Agreement as the Agent for the Unit Owners. The aforesaid Assessment shall be deemed to be an assessment under the provisions of Article XIV of this Declaration.

XVII.
TERMINATION

It is understood that in the year 2030, the purchasers of Townhouses committed to Interval Ownership shall become tenants in common. The Board of Directors of the Association shall, no less than 30 days, nor more than 60 days prior to the actual date of such conversion to tenancy in common, call a meeting of all Owners of Unit Weeks in Townhouses committed to Interval Ownership. At such meeting, a vote shall be taken to decide the disposition of the Units committed to Interval Ownership. A quorum at such meeting shall be a majority of the total outstanding votes of all Owners of Unit Weeks in Townhouse committed to Interval Ownership. At such meeting the owners, or proxy votes of owners by a majority vote, may vote to continue their intervals, in which case the restrictive covenants set forth below will be adopted as covenants running with the land for a period of ten (10) years. The Board of Directors of the Association shall, no less than 30 days, nor more than 60 days prior to the actual expiration of said ten year period, call a meeting of all Owners of Unit Weeks in Units committed to Interval Ownership. A quorum at such meeting shall be a majority of the total outstanding votes of all Owners of Unit Weeks in Units committed to Interval Ownership. The Owners may then vote to continue the intervals for an additional 10 year period. This process shall be repeated as the end of each successive 10 year period approaches. Should less than a majority of the Owners vote to continue the intervals at any such meeting, then the Board of Directors of the Association shall file suit in a Court of competent jurisdiction in Clearfield County, Pennsylvania, for partition of the Townhouses.

In the event the Owners vote to continue their Unit Weeks as provided above, then each Owner shall have the exclusive right to occupy his Townhouse, (and, in the case of Developer, during all Unit Weeks not theretofore conveyed, and to authorized others so to do, together with the non-exclusive right in common with all other Owners, but only when acting through the Association) to maintain and repair the Units during maintenance weeks. No Owner shall occupy his Unit, or exercise any other rights of Ownership in respect of his Townhouse other than the rights herein provided to him, during any other Unit Weeks unless expressly so authorized by the Owner entitled to occupy the Unit during such Unit Weeks or during any maintenance week except when acting through the Association. Each Owner shall keep his Townhouse and all furnishings in good condition and repair during his Unit Weeks, vacate the Townhouse at the expiration of his Unit Weeks, remove all persons and property therefrom excluding only furnishing, leave the Unit in good and sanitary condition and repair, and otherwise comply with such reasonable checkout and other procedures as may from time to time be contained in rules promulgated by the Association.

No Owner or other person or entity acquiring any right, title or interest in an Townhouse Unit shall seek or obtain through any legal procedures, judicial partition of the Unit or sale of the Unit in lieu of partition at any date prior to the expiration of each successive ten (10) year period voted by a majority of Owners. If, however, any Unit Weeks shall be owned by two or more persons as tenants-in-common or as joint tenants, nothing herein contained shall prohibit a judicial sale of the Unit Weeks in lieu of partition as between such co-tenants or joint tenants.

XVIII.
MANAGEMENT AGREEMENT

Wolf Run hereby reserves for itself, its successors and assigns, the right in its sole discretion to expand the project at any time for a period of ten (10) years by adding additional property to the property submitted to this Declaration. In the event the project is expanded in this manner to include additional Units, the Unit Owners of Townhouse Units so added shall mandatorily become members of the Association, and each such Unit Owner shall have one (1) vote for each Unit Week he owns. All other rights of use and enjoyment vested in Owners by this Declaration shall also be vested in such additional Owners. This change will be accompanied by an increase in the Common Expenses; however, the number of Unit Owners sharing such Common Expenses will also be increased, and together these factors shall be considered by the Board of Directors in fixing and determining the payment of the Common Expenses as said Common Expenses shall be set forth in Exhibit III to this Declaration, as amended. The Unit Owners in the Units so added shall be subject to all of the terms, restrictions, covenants, and conditions of this Declaration, the Restrictions, the By-laws, and any rules and regulations that may be promulgated, as each may be amended from time to time.

The additions authorized under this Article shall be made by filing of record in the Recorder's Office for Clearfield County, Pennsylvania, a Supplemental to this Declaration of Interval Ownership with respect to such additional property which shall extend the operation and effect of the terms, restrictions, covenants and conditions of this Declaration to such additional property. The Supplemental Declaration may contain such complementary additions and modifications of the terms, restrictions, covenants and conditions contained in this Declaration as may be necessary or convenient, in the sole judgment of Wolf Run, to reflect and adapt to any difference in character of the added properties, and as are not inconsistent with the general scheme of this Declaration.

XIX.
MANAGEMENT AGREEMENT

A. Silverwoods Association has entered into a Management Agreement. (Exhibit III)

The association has delegated to the management firm the power of the Association, through its Board of Directors, to determine the budget, levy and collect the maintenance fee for common expenses; assess and collect assessment; and monitor the collection of membership fees. Each Townhouse Unit Owner, his heirs, successors and assigns, shall be bound by said Management Agreement for the purposes therein expressed, including, but not limited to:

(1) Adopting, ratifying, confirming and consenting to the execution of said Management Agreement by the Association.

(2) Covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by Unit Owners in the cases provided therefor in said Management Agreement.

(3) Ratifying, confirming and approving each and every provision of said Agreement, and acknowledging that all of the terms and provisions thereof are reasonable.

(4) Agreeing that the persons acting as Directors and Officers of the Association entering into such an Agreement have not breached any of their duties or obligations to the Association.

(5) It is specifically recognized that some or all of the persons comprising the original Board of Directors of the Association, are or may be stockholders, Officers and Directors of the Management Firm, and that such circumstances shall not and cannot be construed or considered as a breach of their duties and obligations to the Association, nor as possible grounds to invalidate such Management Agreement, in whole or in part.

(6) The acts of the Board of Directors and Officers of the Association in entering into the Management Agreement be and the same are hereby ratified, approved, confirmed and adopted.

XIX.
MISCELLANEOUS PROVISIONS

A. No Owner of a Townhouse may exempt himself from liability for his contribution toward the common expenses or, in the case of an Owner of Unit Weeks in a Townhouse committed to Interval Ownership, the maintenance or membership fee, by waiver of the use and enjoyment of the recreation facilities, or by the abandonment of his Townhouse.

B. The Owners of each and every Townhouse shall return the same for the purpose of ad valorem taxes with the Tax Assessor of the County wherein the Townhouse is situate, or for such other future legally authorized governmental Officer or authority having jurisdiction over same. Nothing herein shall be construed, however, as giving to any Unit Owner the right of contribution or any right of adjustment against any other Unit Owner on account of any deviation by the taxing authorities from the valuation herein prescribed, each Unit Owner to pay ad valorem taxes and special assessments as are separately assessed against his Townhouse.

In the event the Tax Assessor does not break down ad valorem taxes on a townhouse committed to interval ownership among the various owners of Unit Weeks therein, or it is determined by the Association, that it is in the best interests of said owners to do so, the Association, shall return the same and prorate the ad valorem taxes among the various owners of unit weeks in each particular unit, on the same basis as the maintenance fee, collecting said taxes as part of the maintenance fee, and paying same to the Tax Assessor. Should any owner fail to pay his share of the ad valorem taxes through the maintenance fee, the Association, shall have the right and the power to pay same and to levy an assessment against the owner for the unit weeks owned by said owner, which assessment shall have the same force and effects as all other special assessments.

For this purpose of ad valorem taxation, the interest of the Owner of a "Townhouse" his "Townhouse", shall be considered a Unit.

C. All provisions of this Declaration and Exhibits attached hereto, and Amendments, thereof, shall be construed as covenants with the land, and of every part thereof and interest therein, including but not limited to every Unit and the appurtenances thereto, and every Unit Owner and Occupant of the property, of any part thereof, or of any interest therein and his heirs, executors, administrators, successors and assigns, shall be bound by all of the provisions of said Declaration and Exhibits hereto and any Amendments thereof.

D. If any of the provisions of this Declaration or of the By-Laws, or any section, clause, phrase, word, or the application thereof, in any circumstance, is held invalid the validity of the remainder of this Declaration, the By-Laws, and of the application thereof, of any such provision, action, sentence, clause, phrase or word, in other circumstances, shall not be affected thereby.

E. Whenever Notices are required to be sent hereunder, the same may be delivered to Unit Owners either personally or by mail, addressed to such Unit Owners at their place or residence on file with the Association from time to time. Proof of such mailing or personal delivery by the Association or any Management Firm shall be given by the Affidavit of the person mailing or personally delivering said Notices. Notices to the Association shall be delivered by mail to the Secretary of the Association, or the President of the Association, or to any member of the Board of Directors of the Association. The change of the mailing address of any party as specified herein shall not require an Amendment to this Declaration.

Notices to Wolf Run shall be delivered by mail at: P.O. Box 687, DuBois, Pennsylvania 15801.

All Notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written Notice, duly receipted for. Notices required to be given the personal representatives of a deceased Owner or devisee, when there is not personal representative, may be delivered either personally or by mail to such party at his or its address appearing in the records of the court wherein the Estate of such deceased Owner is being administered. The change of the mailing address of any party, as specified herein shall not require an Amendment to the Declaration.

F. Each Unit Owner and the Association shall be governed by and shall comply with this Declaration and the By-Laws attached hereto, as they may exist from time to time. Failure to do so shall entitle the Association or any Unit Owner to recover sums due for damages or injunctive relief or both. Such actions may be maintained by or against a Unit Owner or the Association in a proper case by or against one or more Unit Owners, and the prevailing party shall be entitled to receive reasonable attorney's fees. Such relief shall not be exclusive of other remedies provided by law.

G. Subsequent to the filing of this Declaration, the Silverwoods Association, when authorized by a vote of the majority of the total vote of the members of the Association, and approved by the Owners and holders of Institutional First Mortgages encumbering the Townhouses who represent a majority of the dollar institutionally mortgaged indebtedness against this Townhouse may, together with other Associations and others, purchase and/or acquire and enter into Agreements, from time to time, whereby it acquires leaseholds, memberships, and other possessory of use interests in lands or facilities, whether or not contiguous to the lands of the Townhouse intended to provide for the enjoyment, recreation and other use of benefit of the Unit Owners. The expense of Ownership, rental membership fees, operations, replacements and other undertakings in connection therewith shall be common expenses, together with all other expenses and cost herein or by law defined as common expenses.

H. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and plural shall include the singular. The provisions of the Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Townhouse Interval Ownership.

I. The captions used in this Declaration and Exhibits annexed hereto are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of any of the text of this Declaration or Exhibits hereto annexed.

J. Where an Institutional First Mortgage, by some circumstances, fails to be a First Mortgage, but it is evident that it is

intended to be a First Mortgage, it shall, nevertheless, for the purpose of this Declaration and Exhibits annexed, be deemed to be an Institutional First Mortgage.

K. Wolf Run specifically disclaims any intent to have made any warranty or representation in connection with the property or the Townhouse documents, except as specifically set forth therein, and no person shall rely upon any warranty or representation not so specifically made therein unless otherwise stated. Maintenance fees, common expenses, taxes or other charges are estimated only, and no warranty, guaranty or representation is made or intended, nor may one be relied upon.

L. Wolf Run Manor Corp. by its execution of this Declaration of the Interval Ownership approves the foregoing and all of the covenants, terms and conditions, duties and obligations of this Declaration of Interval Ownership and Exhibits attached thereto. The Townhouse Unit Owners, by virtue of their acceptance of the Deed of Conveyance as to their Townhouse Unit, and other parties by virtue of their occupancy of Units hereby approve the foregoing and all of the terms and conditions, duties and obligations of this declaration of Interval Ownership and Exhibits attached easements and designate the beneficiaries thereof for such time as it

M. The Interval Conveyance consists of an estate for years, together with a remainder over as tenants in common with all other determines purchasers of Unit Weeks, in each such Townhouse Unit as in its sole discretion, and thereafter, the Association shall be empowered forth in the Deed of Conveyance. No Owner of Unit Weeks in a Unit committed to Interval Ownership shall have the right to separate the estate for years from the remainder interest.

N. The real property submitted to Townhouse Interval Ownership herewith is subject to conditions, limitations, restrictions, reservations, all matter of record, taxes, applicable zoning ordinances now existing or which may hereafter exist, easements for ingress and egress for pedestrian and vehicular purposes, easements for utility service and drainage now existing or hereafter granted by Wolf Run for the benefit of such persons as Wolf Run designates, and the said Wolf Run shall have the right to grant such easements and designate the beneficiaries thereof for such time as it determines in its sole discretion, and thereafter, the Association shall be empowered to grant such easements on behalf of its members. During the period of time that Wolf Run has the right to grant the foregoing easements, said easements shall not structurally weaken the buildings and improvements nor unreasonably interfere with the enjoyment of the Townhouse of the Association's members.

O. In order to insure the Townhouse Complex with adequate and uniform water service Wolf Run shall and hereby reserves the exclusive right to contract for the servicing of said Townhouse and the Unit Owners therein with said services. Pursuant to the foregoing, Wolf Run has, will or may contract with a utility company which may include a municipal or governmental agency or authority for the furnishing of said services and the Association and Unit Owners agree to pay the charges therefor pursuant to and to comply with all of the terms and conditions of said utility Agreement.

P. Leasing or renting of a Townhouse Unit or Unit Weeks within a Townhouse committed to Interval Ownership may be available through Silverwoods Association.

Q. An Interval Owner shall have access to the amenities controlled by Treasure Lake Property Owners Association and Recreation Land provided said Interval Owner is current in his maintenance fees to Silverwoods Association as provided in Article XIII. An Interval Owner is automatically a member of Treasure Lake Property Owners Association and this is subject to the rules, regulations and By-Laws of said Property Owners Association.

IN WITNESS WHEREOF, WOLF RUN MANOR CORP. has executed this instrument on this the 16th day of January, 1984.

WOLF RUN MANOR CORP

BY _____
WILLIAM F. RANDOLPH (PRESIDENT)

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

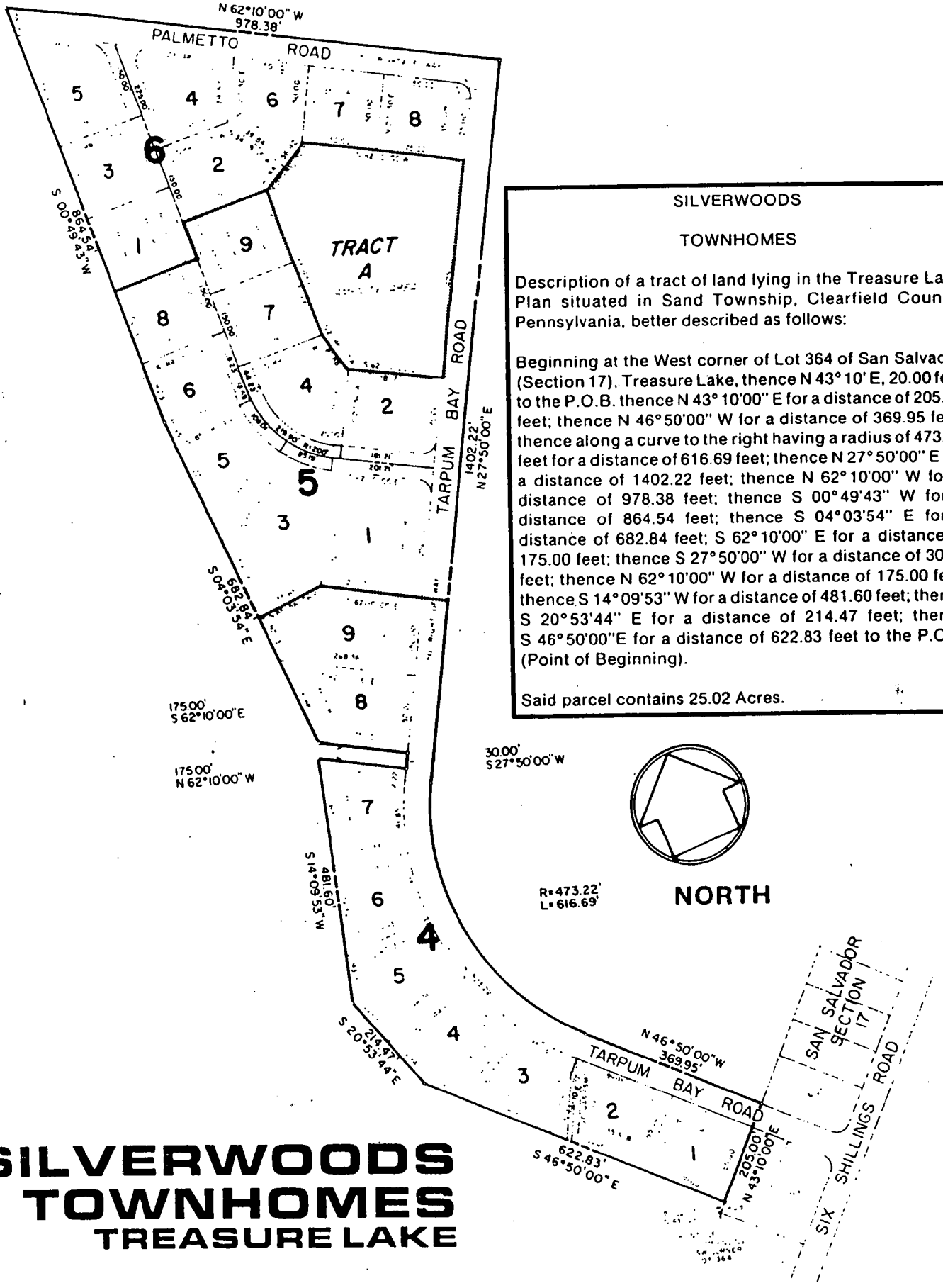
Personally appeared before me, the undersigned authority, a Notary Public, in and for said State and County, WILLIAM F. RANDOLPH, who upon oath, acknowledged himself to be PRESIDENT of Wolf Run Manor Corp., (Clearfield County, Pennsylvania), a corporation, the within named bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within and foregoing instrument for the purposes therein contained by signing the name of the corporation by himself, is President, he being authorized to do so as President of said Corporation.

WITNESS my hand and official seal of office on this the 16th day of January, 1984.

_____
Notary Public

My commission expires May 11, 1984

PATRICIA A. SPRINGBORN
COMMONWEALTH OF PENNSYLVANIA
NOTARY PUBLIC



SILVERWOODS

TOWNHOMES

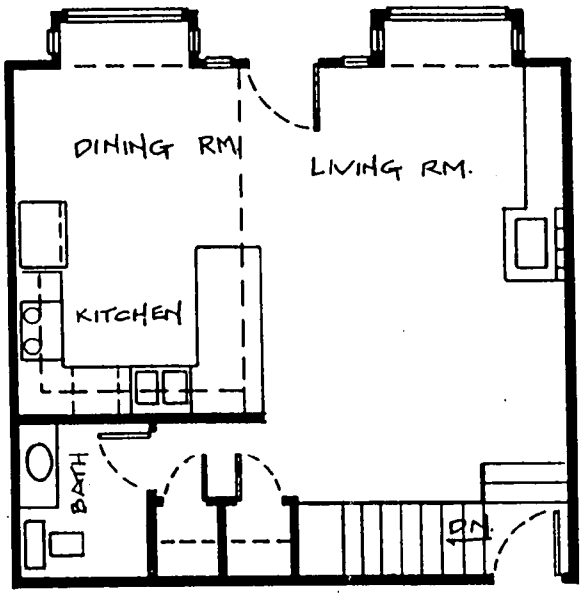
Description of a tract of land lying in the Treasure Lake Plan situated in Sand Township, Clearfield County, Pennsylvania, better described as follows:

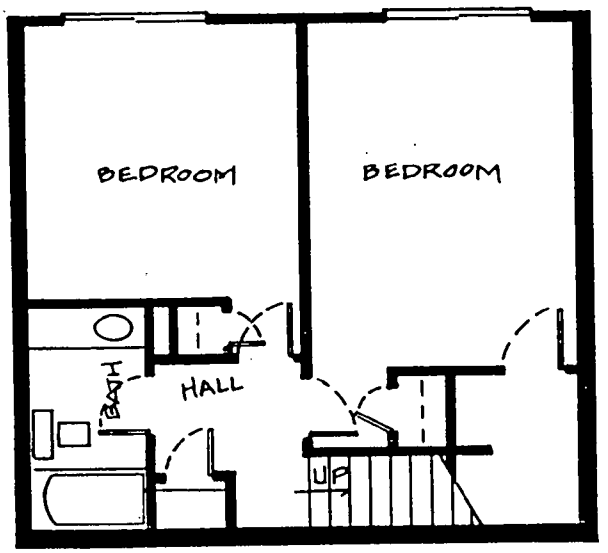
Beginning at the West corner of Lot 364 of San Salvador (Section 17), Treasure Lake, thence N 43° 10' E, 20.00 feet to the P.O.B. thence N 43° 10'00" E for a distance of 205.00 feet; thence N 46° 50'00" W for a distance of 369.95 feet; thence along a curve to the right having a radius of 473.22 feet for a distance of 616.69 feet; thence N 27° 50'00" E for a distance of 1402.22 feet; thence N 62° 10'00" W for a distance of 978.38 feet; thence S 00° 49'43" W for a distance of 864.54 feet; thence S 04° 03'54" E for a distance of 682.84 feet; S 62° 10'00" E for a distance of 175.00 feet; thence S 27° 50'00" W for a distance of 30.00 feet; thence N 62° 10'00" W for a distance of 175.00 feet; thence S 14° 09'53" W for a distance of 481.60 feet; thence S 20° 53'44" E for a distance of 214.47 feet; thence S 46° 50'00"E for a distance of 622.83 feet to the P.O.B. (Point of Beginning).

Said parcel contains 25.02 Acres.

SILVERWOODS TOWNHOMES
TREASURE LAKE

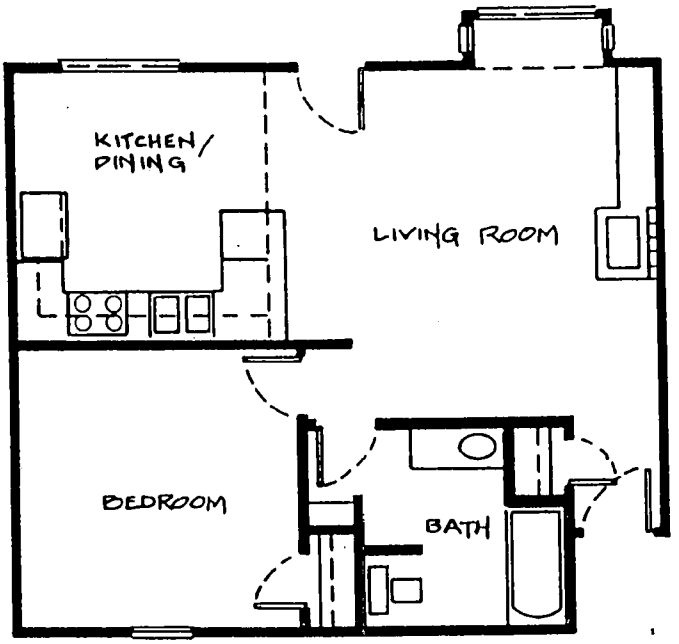
EXHIBIT I



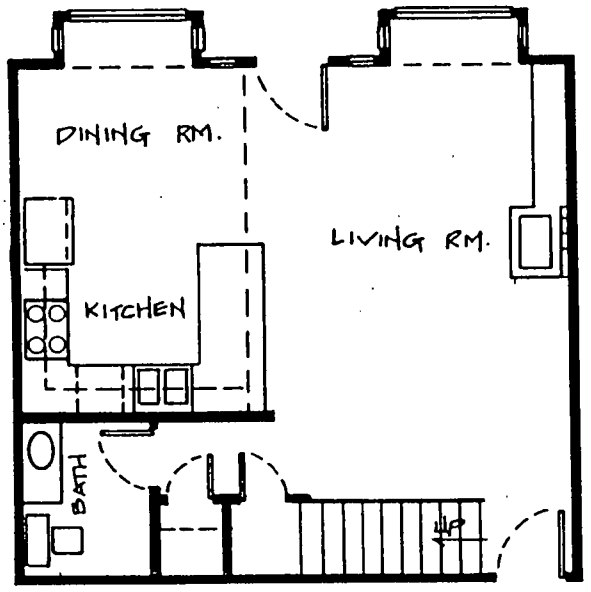


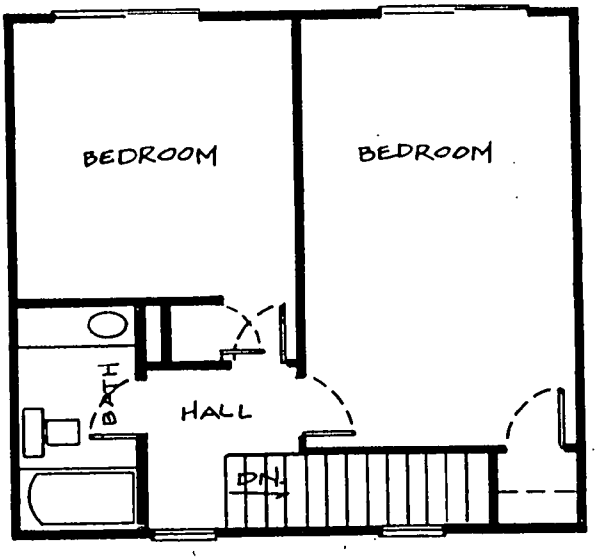
TWO BEDROOM "DOWN" UNIT

EXHIBIT I



ONE BEDROOM UNIT





TWO BEDROOM "UP" UNIT

EXHIBIT I

INTERVAL OWNERSHIP CALENDAR FOR 50 YEARS

Interval ownership will start with the first Friday of each calendar year. The second unit week will start on the second Friday of each year, and each unit week thereafter will start the same numbered Friday thereafter. The date shown below is the date in which that unit week starts at 5:00 P.M. and will end at 10:00 A.M. on the date the next unit week begins.
THIS IS A FRIDAY CHECK IN CALENDAR: FOR SATURDAY CHECK IN ADD ONE DAY.

		1984	1985	1986	1987	1988	1989	1990	1991	1992	1993
1	January	6	4	3	2	1	6	5	4	3	1
2		13	11	10	9	8	13	12	11	10	8
3		20	18	17	16	15	20	19	18	17	15
4		27	25	24	23	22	27	26	25	24	22
5	February	3	1	31	30	29	3	2	1	31	29
6		10	8	7	6	5	10	9	8	7	5
7		17	15	14	13	12	17	16	15	14	12
8		24	22	21	20	19	24	23	22	21	19
9	March	2	1	28	27	26	3	2	1	28	26
10		9	8	7	6	4	10	9	8	6	5
11		16	15	14	13	11	17	16	15	13	12
12		23	22	21	20	18	24	23	22	20	19
13		30	29	28	27	25	31	30	29	27	26
14	April	6	5	4	3	1	7	6	5	3	2
15		13	12	11	10	8	14	13	12	10	9
16		20	19	18	17	15	21	20	19	17	16
17		27	26	25	24	22	28	27	26	24	23
18	May	4	3	2	1	29	5	4	3	1	30
19		11	10	9	8	6	12	11	10	8	7
20		18	17	16	15	13	19	18	17	15	14
21		25	24	23	22	20	26	25	24	22	21
22	June	1	31	30	29	27	2	1	31	29	28
23		8	7	6	5	3	9	8	7	5	4
24		15	14	13	12	10	16	15	14	12	11
25		22	21	20	19	17	23	22	21	19	18
26		29	28	27	26	24	30	29	28	26	25
27	July	6	5	4	3	1	7	6	5	3	2
28		13	12	11	10	8	14	13	12	10	9
29		20	19	18	17	15	21	20	19	17	16
30		27	26	25	24	22	28	27	26	24	23
31	August	3	2	1	31	29	4	3	2	31	30
32		10	9	8	7	5	11	10	9	7	6
33		17	16	15	14	12	18	17	16	14	13
34		24	23	22	21	19	25	24	23	21	20
35		31	30	29	28	26	1	31	30	28	27
36	September	7	6	5	4	2	8	7	6	4	3
37		14	13	12	11	9	15	14	13	11	10
38		21	20	19	18	16	22	21	20	18	17
39		28	27	26	25	23	29	28	27	25	24
40	October	5	4	3	2	30	6	5	4	2	1
41		12	11	10	9	7	13	12	11	9	8
42		19	18	17	16	14	20	19	18	16	15
43		26	25	24	23	21	27	26	25	23	22
44	November	2	1	31	30	28	3	2	1	30	29
45		9	8	7	6	4	10	9	8	6	5
46		16	15	14	13	11	17	16	15	13	12
47		23	22	21	20	18	24	23	22	20	19
48		30	29	28	27	25	1	30	29	27	26
49	December	7	6	5	4	2	8	7	6	4	3
50		14	13	12	11	9	15	14	13	11	10
51		21	20	19	18	16	22	21	20	18	17
52		28	27	26	25	23	29	28	27	25	24
53						30					31

EXHIBIT II.

INTERVAL OWNERSHIP CALENDAR FOR 50 YEARS
PAGE 2

		1994	1995	1996	1997	1998	1999	2000	2001	2002	2003
1	January	7	6	5	3	2	1	7	5	4	3
2		14	13	12	10	9	8	14	12	11	10
3		21	20	19	17	16	15	21	19	18	17
4		28	27	26	24	23	22	28	26	25	24
5	February	4	3	2	31	30	29	4	2	1	31
6		11	10	9	7	6	5	11	9	8	7
7		18	17	16	14	13	12	18	16	15	14
8		25	24	23	21	20	19	25	23	22	21
9	March	4	3	1	28	27	26	3	2	1	28
10		11	10	8	7	6	5	10	9	8	7
11		18	17	15	14	13	12	17	16	15	14
12		25	24	22	21	20	19	24	23	22	21
13		1	31	29	28	27	26	31	30	29	28
14	April	8	7	5	4	3	2	7	6	5	4
15		15	14	12	11	10	9	14	13	12	11
16		22	21	19	18	17	16	21	20	19	18
17		29	28	26	25	24	23	28	27	26	25
18	May	6	5	3	2	1	30	5	4	3	2
19		13	12	10	9	8	7	12	11	10	9
20		20	19	17	16	15	14	19	18	17	16
21		27	26	24	23	22	21	26	25	24	23
22	June	3	2	31	30	29	28	2	1	31	30
23		10	9	7	6	5	4	9	8	7	6
24		17	16	14	13	12	11	16	15	14	13
25		24	23	21	20	19	18	23	22	21	20
26		1	30	28	27	26	25	30	29	28	27
27	July	8	7	5	4	3	2	7	6	5	4
28		15	14	12	11	10	9	14	13	12	11
29		22	21	19	18	17	16	21	20	19	18
30		29	28	26	25	24	23	28	27	26	25
31	August	5	4	2	1	31	30	4	3	2	1
32		12	11	9	8	7	6	11	10	9	8
33		19	18	16	15	14	13	18	17	16	15
34		26	25	23	22	21	20	25	24	23	22
35		2	1	30	29	28	27	1	31	30	29
36	September	9	8	6	5	4	3	8	7	6	5
37		16	15	13	12	11	10	15	14	13	12
38		23	22	20	19	18	17	22	21	20	19
39		30	29	27	26	25	24	29	28	27	26
40	October	7	6	4	3	2	1	6	5	4	3
41		14	13	11	10	9	8	13	12	11	10
42		21	20	18	17	16	15	20	19	18	17
43		28	27	25	24	23	22	27	26	25	24
44	November	4	3	1	31	30	29	3	2	1	31
45		11	10	8	7	6	5	10	9	8	7
46		18	17	15	14	13	12	17	16	15	14
47		25	24	22	21	20	19	24	23	22	21
48		2	1	29	28	27	26	1	30	29	28
49	December	9	8	6	5	4	3	8	7	6	5
50		16	15	13	12	11	10	15	14	13	12
51		23	22	20	19	18	17	22	21	20	19
52		30	29	27	26	25	24	29	28	27	26
53							31				

EXHIBIT II.

INTERVAL OWNERSHIP CALENDAR FOR 50 YEARS
PAGE 3

		2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
1	January	2	7	6	5	4	2	1	7	6	4
2		9	14	13	12	11	9	8	14	13	11
3		16	21	20	19	18	16	15	21	20	18
4		23	28	27	26	25	23	22	28	27	25
5	February	30	4	3	2	1	30	29	4	3	1
6		6	11	10	9	8	6	5	11	10	8
7		13	18	17	16	15	13	12	18	17	15
8		20	25	24	23	22	20	19	25	24	22
9	March	27	4	3	2	29	27	26	4	2	1
10		5	11	10	9	7	6	5	11	9	8
11		12	18	17	16	14	13	12	18	16	15
12		19	25	24	23	21	20	19	25	23	22
13		26	1	31	30	28	27	26	1	30	29
14	April	2	8	7	6	4	3	2	8	6	5
15		9	15	14	13	11	10	9	15	13	12
16		16	22	21	20	18	17	16	22	20	19
17		23	29	28	27	25	24	23	29	27	26
18	May	30	6	5	4	2	1	30	6	4	3
19		7	13	12	11	9	8	7	13	11	10
20		14	20	19	18	16	15	14	20	18	17
21		21	27	26	25	23	22	21	27	25	24
22	June	28	3	2	1	30	29	28	3	1	31
23		4	10	9	8	6	5	4	10	8	7
24		11	17	16	15	13	12	11	17	15	14
25		18	24	23	22	20	19	18	24	22	21
26		25	1	30	29	27	26	25	1	29	28
27	July	2	8	7	6	4	3	2	8	6	5
28		9	15	14	13	11	10	9	15	13	12
29		16	22	21	20	18	17	16	22	20	19
30		23	29	28	27	25	24	23	29	27	26
31	August	30	5	4	3	1	31	30	5	3	2
32		6	12	11	10	8	7	6	12	10	9
33		13	19	18	17	15	14	13	19	17	16
34		20	26	25	24	22	21	20	26	24	23
35		27	2	1	31	29	28	27	2	31	30
36	September	3	9	8	7	5	4	3	9	7	6
37		10	16	15	14	12	11	10	16	14	13
38		17	23	22	21	19	18	17	23	21	20
39		24	30	29	28	26	25	24	30	28	27
40	October	1	7	6	5	3	2	1	7	5	4
41		8	14	13	12	10	9	8	14	12	11
42		15	21	20	19	17	16	15	21	19	18
43		22	28	27	26	24	23	22	28	26	25
44	November	29	4	3	2	31	30	29	4	2	1
45		5	11	10	9	7	6	5	11	9	8
46		12	18	17	16	14	13	12	18	16	15
47		19	25	24	23	21	20	19	25	23	22
48		26	2	1	30	28	27	26	2	30	29
49	December	3	9	8	7	5	4	3	9	7	6
50		10	16	15	14	12	11	10	16	14	13
51		17	23	22	21	19	18	17	23	21	20
52		24	30	29	28	26	25	24	30	28	27
53		31						31			

EXHIBIT II.

INTERVAL OWNERSHIP CALENDAR FOR 50 YEARS
PAGE 4

		2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
1	January	3	2	1	6	5	4	3	1	7	6
2		10	9	8	13	12	11	10	8	14	13
3		17	16	15	20	19	18	17	15	21	20
4		24	23	22	27	26	25	24	22	28	27
5	February	31	30	29	3	2	1	31	29	4	3
6		7	6	5	10	9	8	7	5	11	10
7		14	13	12	17	16	15	14	12	18	17
8		21	20	19	24	23	22	21	19	25	24
9	March	28	27	26	3	2	1	28	26	4	3
10		7	6	4	10	9	8	6	5	11	10
11		14	13	11	17	16	15	13	12	18	17
12		21	20	18	24	23	22	20	19	25	24
13		28	27	25	31	30	29	27	26	1	31
14	April	4	3	1	7	6	5	3	2	8	7
15		11	10	8	14	13	12	10	9	15	14
16		18	17	15	21	20	19	17	16	22	21
17		25	24	22	28	27	26	24	23	29	28
18	May	2	1	29	5	4	3	1	30	6	5
19		9	8	6	12	11	10	8	7	13	12
20		16	15	13	19	18	17	15	14	20	19
21		23	22	20	26	25	24	22	21	27	26
22	June	30	29	27	2	1	31	29	28	3	2
23		6	5	3	9	8	7	5	4	10	9
24		13	12	10	16	15	14	12	11	17	16
25		20	19	17	23	22	21	19	18	24	23
26		27	26	24	30	29	28	26	25	1	30
27	July	4	3	1	7	6	5	3	2	8	7
28		11	10	8	14	13	12	10	9	15	14
29		18	17	15	21	20	19	17	16	22	21
30		25	24	22	28	27	26	24	23	29	28
31	August	1	31	29	4	3	2	31	30	5	4
32		8	7	5	11	10	9	7	6	12	11
33		15	14	12	18	17	16	14	13	19	18
34		22	21	19	25	24	23	21	20	26	25
35		29	28	26	1	31	30	28	27	2	1
36	September	5	4	2	8	7	6	4	3	9	8
37		12	11	9	15	14	13	11	10	16	15
38		19	18	16	22	21	20	18	17	23	22
39		26	25	23	29	28	27	25	24	30	29
40	October	3	2	30	6	5	4	2	1	7	6
41		10	9	7	13	12	11	9	8	14	13
42		17	16	14	20	19	18	16	15	21	20
43		24	23	21	27	26	25	23	22	28	27
44	November	31	30	28	3	2	1	30	29	4	3
45		7	6	4	10	9	8	6	5	11	10
46		14	13	11	17	16	15	13	12	18	17
47		21	20	18	24	23	22	20	19	25	24
48		28	27	25	1	30	29	27	26	2	1
49	December	5	4	2	8	7	6	4	3	9	8
50		12	11	9	15	14	13	11	10	16	15
51		19	18	16	22	21	20	18	17	23	22
52		26	25	23	29	28	27	25	24	30	29
53				30					31		

EXHIBIT II.

INTERVAL OWNERSHIP CALENDAR FOR 50 YEARS

		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
1	January	5	3	2	1	7	5	4	3	2	7
2		12	10	9	8	14	12	11	10	9	14
3		19	17	16	15	21	19	18	17	16	21
4		26	24	23	22	28	26	25	24	23	28
5	February	2	31	30	29	4	2	1	31	30	4
6		9	7	6	5	11	9	8	7	6	11
7		16	14	13	12	18	16	15	14	13	18
8		23	21	20	19	25	23	22	21	20	25
9	March	1	28	27	26	3	2	1	28	27	4
10		8	7	6	5	10	9	8	7	5	11
11		15	14	13	12	17	16	15	14	12	18
12		22	21	20	19	24	23	22	21	19	25
13		29	28	27	26	31	30	29	28	26	1
14	April	5	4	3	2	7	6	5	4	2	8
15		12	11	10	9	14	13	12	11	9	15
16		19	18	17	16	21	20	19	18	16	22
17		26	25	24	23	28	27	26	25	23	29
18	May	3	2	1	30	5	4	3	2	30	6
19		10	9	8	7	12	11	10	9	7	13
20		17	16	15	14	19	18	17	16	14	20
21		24	23	22	21	26	25	24	23	21	27
22	June	31	30	29	28	2	1	31	30	28	3
23		7	6	5	4	9	8	7	6	4	10
24		14	13	12	11	16	15	14	13	11	17
25		21	20	19	18	23	22	21	20	18	24
26		28	27	26	25	30	29	28	27	25	1
27	July	5	4	3	2	7	6	5	4	2	8
28		12	11	10	9	14	13	12	11	9	15
29		19	18	17	16	21	20	19	18	16	22
30		26	25	24	23	28	27	26	25	23	29
31	August	2	1	31	30	4	3	2	1	30	5
32		9	8	7	6	11	10	9	8	6	12
33		16	15	14	13	18	17	16	15	13	19
34		23	22	21	20	25	24	23	22	20	26
35		30	29	28	27	1	31	30	29	27	2
36	September	6	5	4	3	8	7	6	5	3	9
37		13	12	11	10	15	14	13	12	10	16
38		20	19	18	17	22	21	20	19	17	23
39		27	26	25	24	29	28	27	26	24	30
40	October	4	3	2	1	6	5	4	3	1	7
41		11	10	9	8	13	12	11	10	8	14
42		18	17	16	15	20	19	18	17	15	21
43		25	24	23	22	27	26	25	24	22	28
44	November	1	31	30	29	3	2	1	31	29	4
45		8	7	6	5	10	9	8	7	5	11
46		15	14	13	12	17	16	15	14	12	18
47		22	21	20	19	24	23	22	21	19	25
48		29	28	27	26	1	30	29	28	26	2
49	December	6	5	4	3	8	7	6	5	3	9
50		13	12	11	10	15	14	13	12	10	16
51		20	19	18	17	22	21	20	19	17	23
52		27	26	25	24	29	28	27	26	24	20
53					31						

EXHIBIT II.

MANAGEMENT AGREEMENT
BETWEEN
SILVERWOODS ASSOCIATION
AND
WOLF RUN MANOR CORP.

THIS AGREEMENT, made and entered into on the date last appearing in the body of this instrument, by and between the Wolf Run Manor Corp. authorized to conduct business in the State of Pennsylvania, whose name appears at the end of this Agreement as the Management Firm hereinafter called the "Management Firm", and that certain Association not for profit whose name appears at the end of this instrument as the Timesharing Association, hereinafter called the "Association", which said terms shall be deemed to extend to and include the legal representatives, successors and assigns of the said parties hereto;

WITNESSETH

THAT, WHEREAS, the Association is the Association responsible for the operation of certain condominiums located or to be located in the development to be known as Treasure Lake and said Association is desirous of entering into a Management Agreement for the management of said Timesharing Units, and,

WHEREAS, the Management Firm is desirous of furnishing such management services; and,

NOW, THEREFORE, for and in consideration of the mutual promises contained, it is agreed by and between the parties, as follows:

That the foregoing recitals are true and correct.

1. That the terms used in this Management Agreement shall be defined as said terms are defined.

2. Silverwoods Association does hereby employ the Management Firm as the exclusive manager of Timesharing property and the Management Firm hereby accepts such employments.

3. The term of this Agreement is for two (2) years and shall commence as of the date hereof. Thereafter, it shall be automatically renewed for two (2) successive two (2) year periods or until terminated at a duly authorized meeting of the Board by a majority of the votes of the Board, or by the Management Firm notifying the Association in writing that it will not renew this Agreement at such renewal date.

4. The Management Firm, to the exclusion of all persons, including the Association and its members, shall have all the powers and duties of the Association as set forth in the By-Laws of the Association, (except such thereof as are specifically required to be exercised by its Directors or members) and shall perform by way of illustration and not of limitation, the following services:

(A) Cause to be hired paid and supervised, all persons necessary to be employed in order to properly maintain and operate the Timesharing Property, including a Manager, who, in each stance, shall be the employees of the Management Firm, as the Management Firm, in its absolute discretion shall determine, and cause to be discharged all persons unnecessary or undesirable.

(B) To maintain and repair the Timesharing property and the common elements of said Timesharing to the same extent that the Association is required to maintain and repair same. For any one item of repair, replacement or refurbishing as to the Timesharing Unit, the expense incurred as to the Townhouse as a whole, shall not exceed the sum of Two Thousand Dollars ($2,000.00), unless specifically authorized by the Board of Directors of the Association, except, however, in the case of an emergency, the Management Firm is authorized to expend any sum necessary to protect and preserve the property.

(C) Take such action as may be necessary to comply with all laws, statutes, ordinances, rules and of all appropriate governmental authority, and the rules and regulations of the National Board of Fire Underwriters, or in the event it shall terminate its present functions, those of any other body exercising similar functions.

(D) To enter into contracts for garbage and trash removal, vermin extermination, and other services, and make all such contracts and purchases in either the Association's or Management Firm's name, as the Management Firm shall elect.

(E) To purchase equipment, tools, appliances, goods supplies and materials as shall be reasonably necessary to perform its duties, including the maintenance, upkeep, repair replacement, refurbishing and preservation of the Townhouses. Purchases shall be in the name the Management Firm, or the Association, as the Management Firm shall elect.

(F) Cause to be placed or kept in force all insurance required or permitted in the Declaration; to act as Agent for the Association, each unit owner, and for each owner of any other insured interest; to adjust all claims arising under said insurance policies; to bring suit thereon and deliver releases upon payment of claims; to otherwise exercise all of the rights, powers and privileges of the insured parties; to receive on behalf of the insured parties, all insurance proceeds, subject to the provisions of the Declaration.

(G) Maintain the Association's financial record books, accounts and other records as provided by the Association's By-Laws; issue Certificates of account to members, their mortgagees and lienors without liability for errors unless as a result of gross negligence. Such records shall be kept at the office of the Management Firm and shall be available for inspection by an expert employed by and at the cost and expense of the Association and at such reasonable time as the Management Firm shall agree to, however, said request for inspection cannot be made more than once in any fiscal year. Such expert may also conduct an external audit, provided the cost for same is paid by the Association, and said independent auditor, in any instance, must be acceptable to the Management Firm whose acceptance shall not be unreasonably withheld. As a standard procedure, the Management Firm shall render to the Association a statement for each fiscal year no later than the 4 months next thereafter. The Management Firm shall perform a continual internal audit of the Association's financial reports for the purpose of verifying the same, but no independent or external audit shall be required of it. The consent of the Management Firm to an independent auditor shall not be unreasonably withheld.

(H) Maintain records sufficient to describe its services hereunder and such financial books and records sufficient in accordance with prevailing accounting standards to identify the source of all funds collected by it in its capacity as Management Firm, and the disbursement thereof. Such records shall be kept at the Office of the Management Firm, and shall be available for inspection by an expert employed by and at the cost and expense of the association and at such reasonable time as the Management Firm may agree to; however, said request for inspection cannot be made more than once in any calendar year. The Management Firm shall perform a continual internal audit of the Management Firm's financial records relative to its services as Manager for the purpose of verifying same, but no independent or external audit shall be required of it.

(I) The Management Firm in its sole discretion shall determine the budget as to the Townhouse for the term of the Management Agreement, subject, however, to the specific limitations thereof where otherwise provided. Upon said budget's being determined annually, the Management Firm shall submit annually to the Association the operating budget for the ensuing year, setting forth the anticipated income and expenses of the Townhouses for the year, and said Management Firm shall specify therein each unit owner's monthly share thereof. Should an increase in maintenance

fees be required or an assessment be required during the year, the same shall be determined and made by the Management Firm and the Association shall be advised thereof and as to the share thereof payable by each of the Association's members, as the case may be. The Management Firm shall collect the maintenance fees and assessments based upon the foregoing. The maintenance fees and assessments as to each member of the Association shall be made payable to the Management Firm, or such other firm or entity as the Management Firm shall direct; and the Management Firm shall have the right to designate such member or members of the Association, or the Association itself, as it determines, to collect said maintenance fees and assessments on behalf of the Management Firm and deliver same to it. The Management Firm shall not be responsible for obtaining the best price available as to any service, material or purchase, but shall, with good faith, purchase or contract for same with such person or party as it deems advisable and in the best interest of the Association and the Management Firm, without the necessity of obtaining the best price.

(J) Have sole authority and responsibility to maintain and replace the personal property within units committed to interval ownership, and in such capacity to:

1. Determine the maintenance fee, proration of taxes, and other common expenses applicable to those Townhouse Units committed to interval ownership, as defined in and provided for in the Declaration. The Management Firm shall have sole discretion, while this Agreement remains in effect, for making determinations as to replacements of personal property located within such units, decor, and all other judgments relating to units committed to interval ownership; notwithstanding the foregoing, all replacements shall be such as to maintain the standard of quality of the furniture, other personal property and decor as originally contained in such unit at the time it is committed to interval ownership.

2. It is understood by both parties that a portion of the maintenance fee will be set aside as a reserve for future replacements and repairs. The Management Firm shall have sole discretion as to the amounts of such reserves and application of same.

(K) Deposit all funds collected from the Association's members, or otherwise accruing to the Association, in a special bank account or accounts of the Management Firm in banks and/or savings and loan associations in the State of Pennsylvania, with suitable designation indicating their source, separate from or co-mingled with similar funds collected by the Management Firm on behalf of other projects or entities which the Management Firm manages.

(L) May cause a representative of its organization to attend meetings of the unit owners and of the Board of Directors of the Association; however, it is understood and agreed that the Minutes of all the Association's meetings, whether of unit owners or of the Board of Directors, shall be taken by the Association's Secretary, and possession of the Minutes Book shall be in the custody of said Secretary, who shall always be responsible for preparing and furnishing notices of all meetings to the required parties. The Management Firm shall have the right to determine the fiscal year and when it shall commence.

(M) Promulgate, adopt and amend Rules and Regulations as it deems advisable in its sole discretion for the use and occupancy of the Townhouses, and to enforce same. The Management Firm, in its sole discretion, shall determine all activities and programs to be carried on as to same and shall employ the personnel required therefor as it determines in its sole discretion.

(N) Retain and employ such professionals and such other experts whose services may be reasonably required to effectively perform its duties and exercise its powers hereunder; and to employ same on such basis as it deems most beneficial.

(O) Enter into Agreements upon such terms and conditions and for such purpose as the Management Firm determines in its sole discretion as to the common elements of and the Townhouse, and by agreement grant concessions and licenses to persons to provide facilities and services as to and within the Townhouse and cause coin vending machines and coin operated equipment and pay telephones to be installed within the Townhouse and to purchase same on behalf of and at the cost and expense of the Association, or rent same or enter into agreements regarding same; however, all income derived by the Management Firm from the foregoing shall inure to the benefit of the Association; and all expenses pertaining thereto shall likewise be borne by said Association. The parties hereto recognize that agreements, concessions and licenses may be entered into to provide facilities and services and specified herein for very nominal or no compensation whatsoever. The Management Firm may enter into same in its sole discretion, and it shall use its best judgment; however, it shall not be responsible for same nor the fact that a greater sum might have been obtained nor a shorter period contracted for.

(P) Make and collect special assessments for such purposes and against such parties as the Management Firm determines, subject to the provisions of the Declaration.

(Q) Exercise such powers and rights delegated to it, if any, under the terms and provisions of the Declaration, and all Exhibits attached to said Declaration.

(R) If maintenance of the Townhouse referred to in the Declaration, or any portion thereof, including any unit, units and/or the common elements, is required due to loss by Act of God or other cause, which is other than normal wear and tear, and which loss is less than "major damage", as defined in the Declaration to which this Agreement is attached, when in such event, the Management Firm shall be authorized and empowered to determine, assess, charge and levy the costs of repairing and restoring such loss among the unit owners in such proportions as it deems advisable, pursuant to the Declaration to which this Agreement is attached, notwithstanding the fact that said loss or damage was, or was not, covered by insurance, and said total assessment shall be equal to the cost of said repair which shall include the costs of the Management Firm's personnel and overhead, materials and costs of the Management Firm's personnel and overhead, materials and equipment, and any and all other contractors, subcontractors, or materialmen as are required. Should the loss be covered by insurance, the proceeds thereof shall be applied as a credit against the total costs of said repair and restoration in such proportions as hereinbefore set forth in this paragraph. It shall be presumed that the first monies disbursed in payment of cost of repair and restoration, shall be from insurance proceeds, where such are received, and then from assessments collected, and, should there be a surplus of such funds, the said surplus shall be distributed to or on behalf of the unit owners, as provided in the aforesaid Declaration.

5. Notwithstanding the delegation by the Association to the Management Firm of its power to determine and collect assessments during the term of this Agreement, the Association retains the power to make those assessments as are specified in the Declaration to which this Agreement is attached as Exhibit V, and the By-Laws.

6. The Management Firm shall apply maintenance fees and assessments collected as it determines in its sole discretion as to those items specified in the By-Laws of the Association including the Management Firm's fee, which shall be deemed common expenses. The Management Firm, during the term of this Agreement, may file a lien against a unit owner's Townhouse should he fail to pay his assessments or maintenance fee as required and provided in the Declaration and Exhibits attached to said Declaration, and take such other action as provided in said documents, either in its name or in the name of or as agent of the Association whose name appears at the end of this instrument. The Management Firm may compromise liens in such amount as deems advisable in its sole discretion, and it may satisfy liens of record and render statements as to the current status of a unit owner's assessments. In the case of a unit committed to interval ownership, any lien against an owner of unit weeks in such unit, shall be limited to the unit weeks owned by the defaulting owner and shall, in no case, be filed so as to encumber the unit weeks owned by any other owner in such unit

7. The Association shall aid and assist the Management Firm in any reasonable manner requested by the Management Firm as to the collection of assessments, and the said Association shall further aid and assist the Management Firm in any reasonable manner required by the Management Firm so as to simplify the method of collecting the assessments due from unit owners.

8. It is specifically understood that the Management Firm does not undertake to pay common expenses from its own funds and shall only be required to perform its services and make disbursements to the extent that, and so long as, payments received from assessments or other revenue, if any, of the Association whose name appears at the end of this instrument, are sufficient to pay the costs and expenses of such services and the amounts of such disbursements. If it shall appear to the Management Firm that the assessments and other revenue, if any, of the said Association insufficient, the Management Firm shall forthwith determine such additional assessment as is required and advised the said Association.

9. It is specifically understood and agreed that the Management Firm shall perform all of the services required of it hereunder at no cost and expense whatsoever to itself, but solely at the cost and expense of the Association and its members. As compensation, fee, or profit for its services hereunder, the Management Firm shall receive a net fee, free from all charges and expenses, of five (5%) percent of the maintenance fee per unit week for the 1st year of operation, of ten (10%) percent for the second year, and not to exceed twenty (20%) percent for any succeeding year, such amount to be designated the "Management Fee" The Management Fee shall be taken into consideration in setting the maintenance fee and assessments. The Management Firm's fee from each Townhouse Unit or unit weeks shall commence as of the first day of the month following the date of execution of a binding purchase contract for the purchase of a Townhouse or Unit Weeks. During the period of time that Wolf Run is the owner of a Townhouse or unit weeks in a Townhouse committed to interval ownership, it shall not be required to pay the Management Fee provided in this Agreement.

10. The Association shall not interfere nor permit, allow or cause any of the Officers, Directors or members to interfere with the Management Firm in the performance of its duties or the exercise of any of its powers hereunder.

11. The Management Firm shall not be liable to the Association and its members, for any loss or damage not caused by the Management Firm's own gross negligence or willful misconduct, and said Association and its members will and do hereby indemnify and save harmless the Management Firm from any such liability for damages, costs and expenses arising from injury to any person or property in, about and in connection with the Townhouse specified in the Declaration from any cause whatsoever, unless such injury shall be caused by said Management Firm's own gross negligence or willful misconduct.

12. The Association on behalf of its members, or the Management Firm, shall both have the right to assign this Agreement as herein set forth. The Association may assign its right, title and interest herein to another Interval Ownership Association operating and existing under the laws of the State of Pennsylvania. The Management Firm may also sub-contract all/or portions of its duties and powers under this Management Agreement.

13. The Management Firm shall be authorized to assess a Townhouse Unit owner for those items of assessments as set forth in the Declaratio and the Exhibits attached to said Declaration, and in this Agreement - i.e., maintenance, repairs or replacements caused by the negligence or misuse by a unit owner, his family, servants, guests or invitees, or lessees; or failure of a unit owner to maintain those portions of his Townhouse and limited common elements assigned to his unit, as he is required to repair and maintain; or violation of the provisions of the aforesaid Declaration and Exhibits attached thereto which require the removal of same by the Management Firm and/or which increase the costs of maintenance and/or repair upon the Management Firm, or increase insurance rates and premiums, etc. In the event that all designated unit weeks are not sold, Wolf Run shall pay to Silverwoods Association 30% of the budgeted annual operating cost (excluding POA dues) on each unit week unsold. Likewise, Wolf Run Manor Corp. shall pay 100% of POA dues for unsold unit weeks.

14. The power and authority of the Association to amend the Declaration and the Exhibits attached to said Declaration, it subject to the specific provisions applicable thereto set forth in the aforesaid instruments.

15. No waiver of a breach of any of the covenants contained in this Agreement shall be construed to be a waiver of any succeeding breach of the same covenants.

16. Time is of the essence in every particular, and especially where the obligation to pay money is involved.

17. No modification, release or discharge or waiver of any provision hereof shall be of any force, effect or value, unless in writing, signed by the parties to this Agreement - i.e., the Management Firm and the Association or their respective successors and assigns.

18. This instrument, together with the Declaration and the Exhibits attached to said Declaration, constitute the entire agreement between the parties hereto as of the date of execution hereof, and neither has been induced by the other by representations, promises or understandings not expressed herein, and there are no collateral agreements, stipulations, promises or understandings whatsoever, in any way touching the subject matter of this instrument, or the instruments referred to herein, which are not expressly contained therein.

19. The invalidity in whole or in part of any covenant, promise or undertaking, or any section, sub-section, sentence, clause, phrase or word, or of any provision of this Agreement or the Exhibits attached hereto, and the Declaration the Exhibits attached to said Declaration, shall not affect the validity of the remaining portions thereof.

20. The definitions of the words, terms, phrases, etc., as provided in Article I of the Declaration are incorporated herein by reference and made a part hereof, and unless the context otherwise requires, said definitions shall prevail.

21. The words, "Association", "member(s)", "unit owner(s)" and parcel owner(s)", wherever and whenever used herein, shall include the singular and plural thereof, and the use of any gender shall include all genders, wherever the same shall be appropriate. The term, "Townhouse", or "unit", or "unit weeks", or "Unit committed to interval ownership", or "interval ownership", or "parcels" and the owners thereof shall be defined pursuant to the Declaration to which this Agreement is attached, and same are Townhouses as is created by the aforesaid Declaration, or ownership of parts of such units.

22. When either party hereto, and the Association's members, desire to or are required to give notice unto the other, or others, in connection with and according to the terms of this Agreement, such notice shall be given to the Association, its members, and the Management Firm, as provided in the Declaration.

23. If the Association or its members, shall interfere with the Management Firm in the performance of its duties and exercise of its powers hereunder, or if the said Association shall fail to promptly do any of the things required of it hereunder, then the Management Firm - fifteen (15) days after having given written notice to said Association of said default by delivering said notice to any officer of the Association, or in their absence, to any member of said Association, may declare this Agreement in default unless such default be cured by the said Association within fifteen (15) days after such notice.

24. Failure by the Management Firm to substantially perform its duties and obligations under this Agreement for a continuous period of thirty (30) days after written notice of default from the Association specifying the default complained of shall be grounds for the said Association's cancellation of this Agreement. In addition either party may terminate this agreement for any reason upon forty five (45) days written notice.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, and have caused these presents to be signed respectively by their proper Officer(s), and their respective Corporate Seals have been duly affixed, this 16th day of January, 1984.

WOLF RUN MANOR CORP.

Signed, sealed and delivered in the presence of:

Gary L. Miller

Charlotte Leonard

BY: William F. Randolph Jr. (SEAL)
PRESIDENT

ATTEST: _____ (SEAL)
SECRETARY

"MANAGEMENT FIRM"
SILVERWOODS ASSOCIATION

Gary L. Miller

Charlotte Leonard

BY: William F. Randolph Jr. (SEAL)
PRESIDENT

ATTEST: _____ (SEAL)
SECRETARY

"ASSOCIATION"

BY-LAWS
OF
SILVERWOODS ASSOCIATION

All present and future Co-Owners, Mortgagees, Lessees and occupants of Apartments and their employees, and any other persons who may use the facilities of the Townhouse property in any manner are subject to the Declaration, these By-Laws and Rules and Regulations made pursuant hereto any amendment to the Declaration and these By-Laws upon the same being passed and duly recorded.

The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a Townhouse shall constitute an agreement that these By-Laws (and any Rules and Regulations, made pursuant hereto) and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified, and will be complied with.

ARTICLE I.

IDENTITY

The following By-Laws shall govern the operation of the Townhouses created by the Declaration of Interval Ownership, (h :einafter referred to as "The Declaration").

'he Association of Co-Owners is organized and exists for the pt pose of administering the Townhouses created by the D claration to which these By-Laws are created.

SECTION 1. The office of the Association shall be at the Townhouse property, or at such other place as may be subsequently designated by the Board of Directors of the Association.

SECTION 2. As used herein, the word, "Association" shall be as defined in the Declaration. All other words, as used herein, shall have the same definitions as attributed to them in the Declaration.

ARTICLE II.

MEMBERSHIP AND VOTING PROVISIONS

SECTION 1. Membership in the Association shall be limited to Owners of the Interval Ownership Townhouse Units wherein this Association has been designated to operate and administer said Townhouses by virtue of the Declaration of said Interval Ownership. Transfer of ownership, either voluntary or by operation of law, shall terminate membership in the Association, and said membership is to become vested in the transferee. If ownership is vested in more than one person, then all of the persons owning said Unit shall be members eligible to hold office, attend meeting, etc., but, as hereinafter indicated, the vote of a Unit shall be cast by the "voting member". If ownership is vested in a Corporation said Corporation may designate an individual officer or employee of the Corporation as its "voting member". Notwithstanding the foregoing, each Owner of Unit Weeks in a Townhouse committed to Interval Ownership shall be entitled to cast his vote of the Unit in which he owns his Unit Weeks. "Unit committed to Interval Ownership" and "Interval Ownership" are defined in the Declaration.

SECTION 2. Voting.

(a) The Owner(s) of each Unit Week shall be entitled to one (1) vote only. If an Owner owns more than one (1) Unit, he shall be entitled to one (1) vote for each Unit Week owned. The Association shall not have a vote for any Unit Weeks conveyed to it.

(b) A majority of the Unit Owners' total votes present in person or in proxy at any regular or special meeting shall decide any question, unless the Declaration, By-Laws or Articles of Incorporation of the Association, if any, provide otherwise.

(c) Each unit owner shall have 1/51 vote per unit week owned in the Treasure Lake Property Owner Association, which vote shall be exercised on behalf of the unit owner by and through Silverwoods Association. Each voter when placing his proxy with Silverwoods Association shall designate the manner in which that vote shall be cast.

SECTION 3. QUORUM: Unless otherwise provided in these By-Laws, or the Declaration the presence in person or by proxy of one-tenth (1/10) of the Unit Owners' total votes shall constitute a quorum.

SECTION 4. PROXIES: Votes may be cast in person or by proxy. All proxies shall be in writing and signed by the person entitled to vote (as set forth below in Section 5). Where a Unit is owned jointly by a husband and wife, and if they have not designated one of them as a voting member, a proxy must be signed by both husband and wife where a third person is designated.

SECTION 5. DESIGNATION OF VOTING MEMBER: If a Townhouse Unit is owned by one person, his right to vote shall be established by the recorded title to the Unit. If a Townhouse is owned by more than one (1) person, the person entitled to cast the vote for the Unit shall be designated in a Certificate, signed by all of the recorded Owners of the Unit and filed with the Secretary of the Association. If a Unit is owned by a Corporation, the officer or employee thereof entitled to cast the vote of the Unit for the Corporation shall be designated in a Certificate for this purpose, signed by the President or Vice-President, attested to by the Secretary or Assistant Secretary of the Corporation, and filed with the Secretary of the Association. The person designated in such Certificate who is entitled to cast the vote for a Unit shall be known as the "voting member". If such a Certificate is not on file with the Secretary of the Association for a Unit owned by more than one person or by a Corporation, the vote of the Unit concerned shall not be considered in determining the requirement for a quorum, or for any purpose requiring the approval of a person entitled to cast the vote for the Unit, except if said Unit is owned by a husband and wife. Such Certificate shall be valid until revoked or until superseded by a subsequent Certificate, or until a change in the Ownership of the Unit concerned. If a Townhouse Unit is owned jointly by a husband and wife, the following three provisions are applicable thereto:

(a) They may, but they shall not be required to, designate a voting member.

(b) If they do not designate a voting member and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting (As previously provided, the vote of a Unit is not divisible).

(c) Where they do not designate a voting member, and only one is present at a meeting, the person present may cast the Unit vote, just as though he or she owned the Unit individually, and without establishing the concurrence of the absent person.

SECTION 6. TOWNHOUSES COMMITTED TO INTERVAL OWNERSHIP: Notwithstanding any other provisions in these By-Laws, each Owner of Unit Weeks in a Townhouse committed to Interval Ownership shall be entitled to cast the vote(s) attributable to his unit Week(s) owned. In any event the total number of votes which may be cast for each Unit shall be equal to 51 votes. In the case of a Unit committed to Interval Ownership, the provisions of Section 5, Designation of Voting Member, shall apply to each Unit Week owned.

ARTICLE III.

MEETING OF THE MEMBERSHIP

SECTION 1. PLACE: All meetings of the Association membership shall be held at the Townhouse property, or at such other place and at such time as shall be designated by the Board of Directors of the Association and stated in the Notice of the meeting, and shall be open to all Unit Owners.

SECTION 2. NOTICES: It shall be the duty of the Secretary to mail or deliver a Notice of each annual or special meeting, stating the time and place thereof, to each Interval Owner of record at least

ten (10) but not more than sixty (60) days prior to such meeting. Notice of any special meeting shall state the purpose thereof. All Notices shall be mailed to or served at the address of the Unit or Interval Owner as it appears on the books of the Association.

SECTION 3. ANNUAL MEETING: The annual meeting shall be held at 2:00 P.M., Eastern Standard Time, on the Saturday preceding Memorial Day each year commencing after the first full year of operation for the purpose of electing Directors and transacting any other business authorized to be transacted by the members. At the annual meeting, the members shall elect by plurality vote (cumulative voting prohibited), a Board of Directors and shall transact such other business as may properly be brought before the meeting.

SECTION 4. SPECIAL MEETING: Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of a majority of the Board of Directors, or at the request, in writing, of voting members representing ten percent (10%) of the members' total votes, which request shall state the purpose or purposes of the proposed meeting. Business transacted at all special meetings shall be confined to the objects stated in the Notice thereof.

SECTION 5. WAIVER AND CONSENT: Whenever the vote of members at a meeting is required or permitted by a provision of these By-Laws to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if not less than a majority of the members who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken; however, notice of such action shall be given to all members, unless all members approve such action.

SECTION 6. ADJOURNED MEETING: If any meeting of members cannot be organized because a quorum of voting members is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.

SECTION 7. APPROVAL OR DISAPPROVAL: Approval or disapproval of a Unit Owner upon any matter, whether or not the subject of an Association meeting, shall be by the voting members provided, however, that where a Unit is owned jointly by a husband and wife, their joint approval or disapproval shall be required where they are both present, or in the event only one is present, the person present may cast the vote without establishing the concurrence of the absent person.

SECTION 8. THE MANAGEMENT FIRM: The Management Firm, as long as any Management Agreement remains in effect, shall be entitled to Notice of all Association meetings, and shall be entitled to attend the Association's meetings, and it may designate such person(s) as it desires to attend such meetings on its behalf.

ARTICLE IV.

DIRECTORS

SECTION 1. NUMBER, TERM AND QUALIFICATIONS: Subject to Section 2 of this Article, the affairs of the Association shall be governed by a Board of Directors composed of not less than three (3) nor more than seven (7) persons, as is determined from time to time by the members. All Directors, except those designated by Wolf Run Manor Corp., shall be members of the Association. All officers of a Corporate Unit Owner shall be deemed to be members of the Association so as to qualify as a Director herein. The term of each Director's service shall extend until the next annual meeting of the members and hereafter until his successor is duly elected and qualified, or until he is removed in the manner provided in Section 3 below.

SECTION 2. WOLF RUN MANOR CORP. TO ACT AS BOARD OF DIRECTORS: All of the affairs of the Association of Co-Owners shall be conducted by Wolf Run Manor Corp., or its agents, appointees or assignees, for a period of five (5) years from the effective date of this Declaration. Wolf Run Manor Corp., at its sole discretion, shall have the right and option to extend this period of two (2) additional five (5) year periods. Until the expiration of any such period, all of the rights, duties, discretions, functions and powers otherwise vested in the Board of Directors, hereinafter set out or referred to in the Declaration, shall be exercised solely by Wolf Run Manor Corp., its agents, assignees or appointees. All references to the Board of Directors in this Declaration shall mean and refer to Wolf Run Manor Corp., its agents, appointees or assignees, from the effective date of this Declaration, or until such time during any aforesaid five (5) year periods, Wolf Run Manor Corp. should at its sole option, turn over to the Association of Co-Owners the responsibility of establishing and electing all of the members of the Board of Directors. This provision may not be changed, altered or amended by the Association of Co-Owners. Wolf Run Manor Corp. may within its sole discretion also act the Management Firm as provided in these By-Laws and receive reasonable compensation therefore as provided in these By-Laws.

SECTION 3. REMOVAL OF DIRECTORS: At any time after the first annual meeting of the membership at any duly convened regular or special meeting, any one or more of the Directors may be removed, with or without cause, by the affirmative vote of the voting members casting not less than two-thirds (2/3rds) of the total votes present at said meeting, and a successor may then and there be elected to fill the vacancy thus created. Should the membership fail to elect said successor, the Board of Directors may fill the vacancy in the manner provided in Section 4 below.

SECTION 4. VACANCIES ON DIRECTORATE: If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, shall choose a successor or successors, who shall hold office for the balance of the unexpired term in respect to which such vacancy occured. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board of Directors.

SECTION 5. DISQUALIFICATION AND RESIGNATION OF DIRECTORS. Any Director may resign at any time by sending a written Notice of such resignation to the office of the Corporation, delivered to the Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary. Commencing with the Directors elected at such first annual meeting of the membership, the Directors elected at such first annual meeting shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors. No member shall continue to serve on the Board should he be more than thirty (30) days delinquent in the payment of an assessment or fees and said delinquency shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors.

SECTION 6. REGULAR MEETINGS: The Board of Directors may establish a schedule of regular meetings to be held at such time and place as the Board of Directors may designate. Notice of such regular meetings shall nevertheless, be given to each Director personally or by mail, telephone or telegraph at least five (5) days prior to the day named for such meeting. All meetings of the Board of Directors, including special meetings in accordance with Section 7 below, shall be open to all Unit Owners.

SECTION 7. SPECIAL MEETINGS: Special meetings of the Board of Directors may be called by the President, and in his absence, by the Vice-President, or by a majority of the members of the Board of Directors, by giving five (5) days Notice, in writing, to all of the members of the Board of Directors of the time and place of said meeting. All Notices of special meetings shall state the purpose of the meeting.

SECTION 8. DIRECTORS' WAIVER OF NOTICE: Before or at any meeting of the Board of Directors, any Director may waive Notice of such meeting and such waiver shall be deemed equivalent to the giving of Notice. Attendance by a Director at any meeting of the Board shall be a waiver of Notice by him of the time and place

thereof. If all the Directors are present at any meeting of the Board, no Notice shall be required and any business may be transacted at such meeting.

SECTION 9. QUORUM: At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at such meetings at which a quorum is present, shall be the acts of the Board of Directors. If, at any meeting of the Board of Directs there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At each such adjourned meeting, any business which might have been transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the Minutes thereof, shall constitute the presence of such Director for the purpose of determining a quorum.

SECTION 10. COMPENSATION. The Directors' fees, if any, shall be determined by the voting members.

SECTION 11. THE MANAGEMENT FIRM: The Management Firm, as long as any Management Agreement remains in effect, shall be entitled to Notice of all Directors' meetings and shall be entitled to attend the Directors' meetings and it may be designate such a person(s) as it desires to attend such meeting; on its behalf.

SECTION 12. POWERS AND DUTIES: The Board of Directors of the Association shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by the Declaration, this Association's Articles of Incorporation, or these By-Laws, directed to be exercised and done by Unit Owners. The Board of Directors may delegate the said powers and duties to the management firm. These powers shall specifically include, but shall not be limited to the following:

(a) To exercise all powers specifically set forth in the Declaration, this Association's Articles of Incorporation, if any, in these By-Laws.

(b) To make assessments, collect said assessments, and use and expend the assessments to carry out the purposes and powers of the Association.

(c) To employ, dismiss and control the personnel necessary for the maintenance and operation of the project, and of the common areas and facilities including the right and power to employ attorneys, accountants, contractors, and other professionals as the need arises.

(d) To make and amend regulations respecting the operation and use of the Townhouse property, and the use and maintenance of the Townhouses therein.

(e) To contract for the management of the Townhouses and to delegate to such contractor all of the powers and duties of the Association, except those which may be required by the Declaration to have approval of the Board of Directors or membership of the Association. To contract for the management or operation of portions of the Townhouse Property susceptible to the separate management or operation thereof, and to lease or concession such portions.

(f) The further improvement of the Townhouse property, both real and personal, and the right to purchase realty and items of furniture, furnishing, fixtures and equipment for the foregoing, and the right to acquire and enter into Agreements subject to the provisions of the applicable Declaration, this Association's Articles of Incorporation, if any, and any exhibits attached thereto.

(g) Designate one or more committees which, to the extent provided in the resolution designating said committee, shall have the powers of the Board of Directors in the management and affairs and business of the Association. Such committee shall consist of at least three (3) members of the Association. The committee or committees shall have such name or names as may be determined from time to time by the Board of Directors, and said committee(s) shall keep regular Minutes of their proceedings and report the same to the Board of Directors, as required. The foregoing powers shall be exercised by the Board of Directors or its contractor or employees, subject only to approval by Unit Owners when such is specifically required.

(h) To enter into and terminate or ratify existing Agreements with organizations providing Owners of Unit Weeks to trade their time periods with Owners of time periods at other resorts.

ARTICLE V.

OFFICERS

SECTION 1. ELECTIVE OFFICERS: The principal officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors.

SECTION 2. ELECTION: The officers of the Association designated in Section 1 above shall be elected annually by the Board of Directors at the organizational meeting of each new Board following the meeting of the members.

SECTION 3. APPOINTIVE OFFICERS: The Board may appoint Assistant Secretaries and Assistant Treasurers, and such other officers as the Board of Directors deems necessary.

SECTION 4. TERM: The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time, with or without cause, by the Board of Directors, provided however, that no officer shall be removed except by the affirmative vote for removal by a majority of the whole Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

SECTION 5. THE PRESIDENT: He shall be the chief executive officer of the Association; he shall preside at all meetings of the Unit Owners and of the Board of Directors. He shall have executive powers and general supervision over the affairs of the Association and other officers. He shall sign all written contracts to perform all of the duties incident to his office and which may be delegated to him from time to time by the Board of Directors.

SECTION 6. THE VICE-PRESIDENT: He shall perform all of the duties of the President in his absence, and such other duties as may be required of him from time to time by the Board of Directors of the Association.

SECTION 7. THE SECRETARY: He shall issue Notices of all Board of Directors' meetings and all meetings of the Unit Owners; he shall attend and keep the Minutes of same; he shall have charge of all of the Association's books, records and papers, except those kept by the Treasurer. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

SECTION 8. THE TREASURER:

(a) He shall have custody of the Association's funds and securities, except the funds payable to any Management Firm, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and to the credit of the Association, in such depositories as may be designated from time to time by the Board of Directors. The books shall reflect an account for each Unit.

(b) He shall disburse the funds of the Association as may be ordered by the Board of Directors in accordance with these By-Laws, making proper vouchers for such disbursements, and shall render to the President and Board of Directors at the regular meetings of the Board of Directors, or whenever they may require it, an account of all of his transactions as the Treasurer and of the financial condition of the Association.

(c) He shall collect the assessments and maintenance fees and shall promptly report the status of collections and of all delinquencies to the Board of Directors.

(d) He shall give status reports to potential transferees on which reports the transferees may rely.

(e) The Assistant Treasurer shall perform the duties of the Treasurer when the Treasurer is absent.

(f) The duties of the Treasurer may be fulfilled by a Management Firm employed by the Association, and said Management Firm shall fulfill the duties of the Treasurer, and shall have custody of such books of the Association as it determines in its sole discretion and the foregoing shall include any books required to be kept by the Secretary of the Association.

ARTICLE VI.

FINANCES, ASSESSMENTS AND MAINTENANCE FEES

SECTION 1. Depositories: The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time upon resolutions approved by the Board of Directors, and shall be withdrawn only upon checks and demands for money signed by such officer or officers of the Association as may be designated by the Board of Directors. Obligations of the Association shall be signed by at least two officers of the Association; provided, however, that the provisions of any Management Agreement between the Association and a Management Firm relative to the subject matter in this Section shall supersede the provisions hereof.

SECTION 2. FIDELITY BONDS: The Treasurer and all officers who are authorized to sign checks, and all officers and employees of the Association, and any contractor handling or responsible for Association funds shall be bonded in such amount as may be determined by the Board of Directors. The premiums on such Bonds shall be paid by the Association. The Bond shall be in an amount sufficient to equal the monies an individual handles or has control of via a signatory or a bank account or other depository account; however, notwithstanding the foregoing, the Management Firm, under the terms Management Agreement, attached to the Declaration, as to funds in its possession and/or control, shall determine, in its sole discretion, the amount of and who is to bonded, if any, among its employees.

SECTION 3. FISCAL YEAR: The fiscal year for the Association shall begin on the first day of January of each year provided, however, that the Board of Directors is expressly authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America, at such time as the Board of Directors deems it advisable.

SECTION 4. DETERMINATION OF MAINTENANCE FEES AND ASSESSMENTS:

(a) The Board of Directors of the Association shall fix and determine from time to time, the sum or sums necessary and adequate for the common expenses of the Townhouse. Common expenses shall include expenses for the operation, maintenance, repair, replacement and costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance and extended coverage, and any other expenses designated as common expenses from time to time by the Board of Directors of the Association, or under the provisions of the Declaration. The Board of Directors is specifically empowered, on behalf of the Association to make and collect maintenance fees and assessments. Funds for the payment of common expenses shall be assessed against the Unit Owners in the proportions or percentages of sharing common expenses, as provided in the Declaration. Assessments, should such be required by the Board of Directors, shall be levied in the same manner as hereinbefore provided for maintenance fees, and shall be payable in the manner determined by the Board of Directors. All funds due under these By-Laws, which are attached to the Declaration, are common expenses of this Townhouse Interval Ownership.

(b) A copy of the proposed annual budget of common expenses shall be made available at the Association Office or elsewhere as designated to the Unit Owners not less than thirty (30) days prior to the meeting at which the budget will be considered. The Unit Owners shall be given written notice of the time and place at which the meeting of the Board of Directors shall be held to consider the proposed annual budget of common expenses, and such meeting shall be open to the Unit Owners. In the event the Board of Directors fails to set dues for any year or the membership fails to ratify dues set by the Board, the dues for the ensuing calendar year shall be the same as for the prior year, adjusted to reflect the percentage of change in the average Consumer Price Index (all items--city average) as published by the United States Department of Labor, Bureau of Labor Statistics, between the two (2) years preceeding July 1 of the year in which the adjustment is made. In the event such Consumer Price Index is for any reason not available, such adjustment shall be based on some other measure of economic change published by the United States Government which, in the judgment of the Board of Directors, is comparable to the Consumer Price of a majority of the Unit Owners. When the Board of Directors has determined the amount of any maintenance fee or assessment, the Treasurer of the Association or his designee shall mail or present to each Unit Owner a statement of said Unit Owner's assessment. All maintenance fees or assessments shall be payable to the Treasurer of the Association or his designee and, upon request, said Treasurer or designee shall give a receipt for each payment made to him.

SECTION 5. DETERMINATION OF MAINTENANCE FEE:

(a) The Board of Directors of the Association shall fix and determine from time to time, the sums necessary and adequate for the maintenance fee on Townhouses committed to Interval Ownership. The maintenance fee on such Units shall include the items specified in the Declaration.

(b) When the Board of Directors has determined the amount of any maintenance fee, the Treasurer of the Association shall mail or present to each Owner of Unit Weeks within all Units committed to Interval Ownership a statement of said maintenance fee. All maintenance fees shall be payable to the Treasurer of the Association or his designee and, upon request, said Treasurer or his designee shall give a receipt for each payment made to him, if requested by the Unit Owner.

SECTION 6. APPLICATION OF PAYMENTS AND CO-MINGLING OF FUNDS: All sums collected by the Association from assessments and maintenance fees may be co-mingled in a single fund or divided into more than one fund, as determined by the Board of Directors of the Association. All assessment payments and maintenance fees by a Unit Owner shall be applied as to interest delinquencies, cost and attorney's fees, other charges, expenses and advances as provided herein and in the Declaration and assessments, in such manner and amounts as the Board of Directors determines in its sole discretion.

SECTION 7. ACCELERATION OF ASSESSMENT INSTALLMENTS UPON DEFAULT: If a Unit Owner shall be in default in the payment of an installment upon any assessment or maintenance fee the Board of Directors may accelerate the remaining monthly installments for the fiscal year upon Notice thereof to the Unit Owner and, thereupon, the unpaid balance of the assessment shall become due upon the date stated in the Notice, but not less than fifteen (15) days after delivery of or the mailing of such Notice to the Unit Owner.

SECTION 8. AUDITS: An audit of the accounts of the Association shall be made annually. Said audit shall be prepared by such accountant as the Board of Directors determines, and a copy of said report shall be available to the members of the Association in the office of said Association and with the Treasurer of the Association. Such report shall be available not later than six (6) months after the end of the year for which the report is made.

SECTION 9. APPLICATION OF SURPLUS: Any payments or receipts to the Association, whether from Unit Owners or otherwise, paid during the year in excess of the operating expenses and other common expenses of the Association shall be retained by the Association and applied against the Association's expenses for the following year.

ARTICLE VII

COMPLIANCE AND DEFAULT

SECTION 1. VIOLATIONS: In the event of a violation (other than the nonpayment of an assessment) by the Unit Owner in any of the provisions of the Declaration, of these By-Laws, the Association, by direction of its Board of Directors may notify the Unit Owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of seven (7) days from date of Notice, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional and inexcusable and material breach of the Declaration, of the By-Laws, and the Association may then, at its option, have the following elections:

(a) An action at law to recover for its damage, on behalf of the Association or on behalf of the other Unit Owners.

(b) An action in equity to enforce performance on the part of the Unit Owner; or

(c) An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Any violations which are deemed by the Board of Directors to be a hazard to public health may be corrected immediately as an emergency matter by the Association and the cost thereof shall be charged to the Unit Owner as a specific item, which shall be a lien against said Unit with the same force and effect as if, the charge were a part of the common expenses.

SECTION 2. NEGLIGENCE OR CARELESSNESS OF UNIT OWNER, ETC.: All Unit Owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify and waiver by an insurance company of its right of subrogation. The expense for any maintenance, repair or replacement required, as provided in this Section, shall be charged to said Unit Owner as a specific item which shall be a lien against said Unit with the same force and effect if the charge were a part of the common expense.

SECTION 3. COST AND ATTORNEYS' FEES: In any proceeding arising because of an alleged default by a Unit Owner, the prevailing party shall be entitled to recover costs of the proceeding and such reasonable attorneys' fees as may be determined by the Court.

SECTION 4. NO WAIVER OF RIGHTS: The failure of the Association or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Declaration documents shall not constitute a waiver of the right of the Association or Unit Owner to enforce such right, provision, covenant or condition in the future.

SECTION 5. ELECTION OF REMEDIES: All rights, remedies and privileges granted to the Association or Unit Owner, pursuant to any terms, provisions, covenants or contents of the Declaration documents, shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted to such other party by the Declaration documents, or at law or in equity.

SECTION 6. UNITS COMMITTED TO INTERVAL OWNERSHIP: Any liens or sanctions against an Owner of Unit Weeks in a Unit committed to Interval Ownership for an alleged default as set forth in this Article VII shall be limited to the Unit Weeks owned by such Owner and shall be of no force and effect as to any other Unit Weeks or Owner thereof. The "Unit Owner" as used throughout this article shall be deemed to include Owners of Unit Weeks in Units committed to Interval Ownership.

ARTICLE VIII.

ACQUISITION OF UNITS ON FORECLOSURE

SECTION 1. ACQUISITION OF UNITS ON FORECLOSURE: At any foreclosure sale of a Unit, the Board of Directors may, with the authorization and approval by the affirmative vote of voting members casting not less than sixty percent (60%) of the total votes of the members present at any regular or special meeting of the members wherein said matter is voted upon, acquire in the name of the Association, or its designee, a Townhouse Unit Week(s) being foreclosed. The term "foreclosure", as used in this Section, shall mean and include any foreclosure of any lien, excluding the Association's lien for assessments. The power of the Board of Directors to acquire a Townhouse Unit Week(s) at any foreclosure sale shall never be interpreted as any requirement or obligation on the part of the said Board of Directors or of the Association to do so at any foreclosure sale, the provisions hereof being permissive in nature and for the purpose of setting forth the power in the Board of Directors to do so should the requisite approval of the voting members be obtained. The Board of Directors shall not be required to obtain the approval of Unit Owners at the foreclosure sale of a Unit, due to the foreclosure of the Association's lien for assessments under the provisions of the Declaration notwithstanding the sum the Board of Directors determines to bid at such foreclosure sale.

SECTION 2. TRANSFER OF UNITS: All Owners of Units or Unit Weeks in a Unit committed to Interval Ownership shall notify the Association, of any transfer, by sale or otherwise, of said Unit or Unit Week within ten (10) days of the date of same. Said Notice shall include such information and be in the form that the Association shall prescribe from time to time. The Association may send all necessary Notices to the person shown as Owner of said Unit or Unit Weeks in its records, and said Notice shall be binding as to any other Owner of said Unit or Unit Weeks where the Association has not been notified as provided herein.

ARTICLE IX.

AMENDMENTS TO THE BY-LAWS

The By-Laws may be altered, amended or added to at any duly called meeting of the Unit Owners, provided;

(1) Notice of the meeting shall contain a statement of the proposed Amendment.

(2) If the Amendment has received the unanimous approval of the full Board of Directors, then it shall be approved upon the affirmative vote of the voting members casting a majority of the total votes of the members of the Association.

(3) If the Amendment has not been approved by the unanimous vote of the Board of Directors, then the Amendment shall be approved by the affirmative vote of the voting members present or by proxy, casting not less than three-fourth (3/4ths) of the total vote; and,

(4) Said Amendment shall be recorded and certified.

(5) Notwithstanding the foregoing, these By-Laws may only be amended with the written approval when required of the parties specified in the Declaration.

ARTICLE X.

NOTICES

Whatever Notices are required to be sent hereunder shall be delivered or sent in accordance with the applicable provisions for Notices as set forth in the Declaration.

ARTICLE XI.

INDEMNIFICATIONS

The Association shall indemnify every Director and every officer, his heirs, executors, and administrators, against all loss, cost and

expense reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or Officer of the Association, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding, to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE XII.

LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the Association shall not relieve or release any such former Owner or member from any liability or obligations incurred under or in any way connected with the Association during the period of such ownership and Membership, or impair any rights or remedies which the Association may have against such former Owner and member arising out of or in any way connected with such ownership and membership, and the covenants and obligations incident thereto.

ARTICLE XIII.

LIMITATION OF LIABILITY

Notwithstanding the duty of the Association to maintain and repair parts of the Townhouse property, the Association shall not be liable for injury or damage caused by a latent condition in the property, nor for injury or damage caused by the elements or by other Owners or persons.

ARTICLE XIV.

LIENS

SECTION 1. PROTECTION OF PROPERTY: All liens against a Townhouse Unit, other than for mortgages, taxes or special assessments, shall be satisfied or otherwise removed within thirty (30) days of the date of the lien attached. All taxes and special assessments upon a Townhouse Unit shall be paid before becoming delinquent, as provided in these Declaration documents or by law, which ever is sooner.

SECTION 2. NOTICE OF LIEN: A Unit Owner shall give Notice to the Association of every lien upon his Unit, other than for mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

SECTION 3. NOTICE OF SUIT: Unit Owners shall give Notice to the Association of every suit or other proceeding which will or may affect title to his Uit or any part of the property, such Notice to be given within five (5) days after the Unit Owner receives Notice thereof.

SECTION 4. FAILURE TO COMPLY: Failure to comply with this article concerning iens will not affect the validty of any judicial sale.

SECTION 5. UNITS COMMITTED TO INTERVAL OWNERSHIP: In the case of a Unit committed to Interval Ownership, an Owner of Unit Weeks in such Unit shall be required to give Notices under Section 2 and 3 of this Article XIV only as to liens, suits, and proceedings affecting title to the Unit Weeks which he owns. Any lien against an Owner of Unit Weeks in a Unit committed to Interval Ownership, or against the Unit Weeks owned by him, shall be limited to the Unit Weeks owned by him and shall not encumber the property, real or personal, or any other Owner of Unit Weeks in said Unit.

ARTICLE XV.

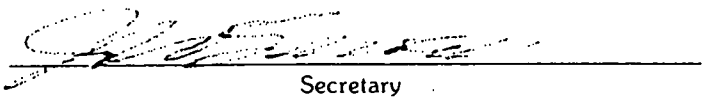
RULES AND REGULATIONS

SECTION 1. The Board of Directors may, from time to time, adopt or amend previously adopted administrative Rules and Regulations governing the details of the operation, use, maintenance, management and control of the Townhouses and any facilities or services made available to the Unit Owners. A copy of the Rules and Regulations adopted from time to time as herein provided shall from time to time be posted in a conspicuous place and/or copies of same shall be furnished to each Unit Owners.

SECTION 2. AS TO TOWNHOUSE UNITS: The Board of Directors, may from time to time adopt or amend previously adopted Rules and Regulations governing and restricting the use and maintenance of the Townhouse Unit(s) provided, however, that copies of such become effective, shall be posted in a conspiuous place and/or copies of same shall be furnished to each Unit Owner.

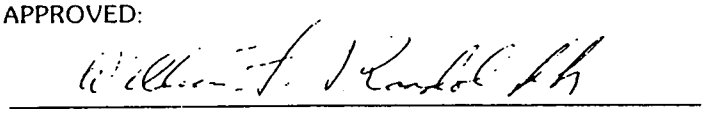
SECTION 3. CONFLICT: In the event of any conflict between the Rules and Regulations adopted, or from time to tome amended, and the Declaration documents, the latter shall prevail. If any unreconciled conflict should exist or hereafter arise with respect to the interpretation of these By-Laws and the Declaration, the provisions of said Declaration shall prevail.

The foregoing was adopted as the By-Laws of Silverwoods Association at the first meeting of the Board of Directors.



Secretary

APPROVED:



President

Date: January 16, 1984

RECEIPT FOR PUBLIC OFFERING STATEMENT

SILVERWOODS

I HEREBY ACKNOWLEDGE THAT I RECEIVED THE PUBLIC OFFERING STATEMENT OF SILVERWOODS ON _____ AND I UNDERSTAND THAT MY RIGHT TO CANCEL ANY SALES AGREEMENT TO PURCHASE A TIMESHARE INTERVAL EXPIRES ON _____, WHICH IS FIVE (5) DAYS, SUNDAYS AND HOLIDAYS EXCEPTED, AFTER SIGNING ANY SALES AGREEMENT OR FIVE (5) DAYS, SUNDAYS AND HOLIDAYS EXCEPTED, AFTER RECEIPT OF THE PUBLIC OFFERING STATEMENT, WHICHEVER IS LATER.

_____
Signature

_____
Date

RECEIPT FOR PUBLIC OFFERING STATEMENT

SILVERWOODS

I HEREBY ACKNOWLEDGE THAT I RECEIVED THE PUBLIC OFFERING STATEMENT OF SILVERWOODS ON _____ AND I UNDERSTAND THAT MY RIGHT TO CANCEL ANY SALES AGREEMENT TO PURCHASE A TIMESHARE INTERVAL EXPIRES ON _____, WHICH IS FIVE (5) DAYS, SUNDAYS AND HOLIDAYS EXCEPTED, AFTER SIGNING ANY SALES AGREEMENT OR FIVE (5) DAYS, SUNDAYS AND HOLIDAYS EXCEPTED, AFTER RECEIPT OF THE PUBLIC OFFERING STATEMENT, WHICHEVER IS LATER.

_____

Signature

_____

Date

FILED

JAN 0 4 2005

William A. Shaw
Prothonotary/Clerk of Courts

LAW OFFICES OF
GEORGE R. HLUDZIK
67 WEST BUTLER DRIVE
DRUMS, PENNSYLVANIA 18222
(570) 788-2121

COURT OF COMMON PLEAS OF THE FORTY-SIXTH JUDICIAL DISTRICT
COMMONWEALTH OF PENNSYLVANIA - CLEARFIELD COUNTY
CIVIL ACTION

WOLF RUN MANOR ASSOCIATION, INC., SILVERWOODS ASSOCIATION, INC.,	:	
Plaintiffs	:	
vs.	:	No.: 05-15-CIVIL
W. LOUIS MCDONALD and GROUP WISE, INC.,	:	
Defendants	:	

FILED NO CC
cc 10/11:05 BY
FEB 22 2005
William A. Shaw
Prothonotary/Clerk of Courts

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP

Keystone Legal Services
211 ½ E. Locust Street
Clearfield, PA 16830
(800) 326-9177

GEORGE R. HLUDZIK, ESQUIRE
Counsel for the Plaintiffs

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(570) 788-2121

COURT OF COMMON PLEAS OF THE FORTY-SIXTH JUDICIAL DISTRICT
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WOLF RUN MANOR ASSOCIATION, INC., and SILVERWOODS ASSOCIATION, INC.,	:	
Plaintiffs	:	
vs.	:	No.: 05-15-CIVIL
W. LOUIS MCDONALD and GROUP WISE, INC.,	:	
Defendants	:	

AMENDED COMPLAINT

NOW COMES Plaintiffs, WOLF RUN MANOR ASSOCIATION, INC., and SILVERWOODS ASSOCIATION, INC., by and through their counsel, George R. Hludzik, Esquire, hereby make the within complaint against the Defendants, W. LOUIS MCDONALD and GROUP WISE, INC., and in support thereof, states, for its cause of action, the following:

1. Plaintiff, WOLF RUN MANOR ASSOCIATION, INC., ("WOLF RUN") is a non-profit corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania and has a principal address of business at 1129 Treasure Lake, DuBois, Clearfield County, Pennsylvania 18501.

2. Plaintiff, SILVERWOODS ASSOCIATION, INC., ("SILVERWOODS") is a

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DRUMS, PENNSYLVANIA 18222

570/788-2121
FAX: 570/788-3036

February 16, 2005

Office of the Prothonotary
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

RE: ***Wolf Run Manor Association, Inc., et al.***
v. W. Louis McDonald and Group Wise, Inc.
No. 05-15-CIVIL

Dear Sir/Madam:

Enclosed please find the original of Plaintiffs' Amended Complaint. Kindly file this document of record.

Additionally, I have enclosed four (4) copies of the Notice page and four (4) copies of the first page of the Complaint. Kindly time-stamp all the copies and return them to me in the self-addressed, stamped envelope provided herein for this purpose.

Thank you for your anticipated courtesy and cooperation in this regard.

Sincerely,

George R. Hludzik

GRH/kw

Enclosures

cc: Marshall E. Anders, Esquire (w/encl.)
W. Louis McDonald (w/encl.)
Richard W. Dickson (w/encl.)

non-profit corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania and has a principal address of business at 1129 Treasure Lake, DuBois, Clearfield County, Pennsylvania 18501.

3. Wolf Run and Silverwoods (collectively he "Associations") own, maintain and administer time-share units as well as the common areas and facilities (the "Common Facilities") in the private real estate subdivision known as Treasure Lake, Dubois, Clearfield County, Pennsylvania.

4. Defendant, W. LOUIS MCDONALD, is an adult individual with an address of P.O. Box 412, Gatlinburg, TN 37738.

5. Defendant, GROUP WISE, INC., is a foreign business corporation with a Pennsylvania entity number of 2670814, and a principal place of business located at 3090 South Hermitage Road, Hermitage, Pennsylvania 16148; it also has a mailing address of P.O. Box 412, Gatlinburg, TN 37738.

6. Defendant, Group Wise, Inc., obtained title to 392 time-share weeks in various Wolf Run and Silverwoods units in the Treasure Lake Development.

7. In every case within a period of one year, Defendant, Group Wise, Inc., transferred the time-share units to Defendant, W. Louis McDonald. A true and correct listing of each property, the Deed Book and Page numbers, and dates of these deeds, as recorded in the Office of the Recorder of Deeds in and for Luzerne County, are attached hereto, made a part hereof, and marked as Exhibit "A".

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8. These units were purchased and/or transferred subject to certain express Declarations, covenants, conditions and restrictions (the "COVENANTS") of record which are contained in the Deed.

9. The predecessor in title to the Defendants, intended that the Covenants run with the land. The Covenants are also equitable servitudes which bind the time-share units. The Covenants for Wolf Run Association, Inc., provide, in part, as follows:

> XIII. MAINTENANCE FEES, ASSESSMENTS, MEMBERSHIP FEES, RECREATION FEE MAINTENANCE FEES.
>
> The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sum or sums necessary and adequate as maintenance fees to provide for the common expenses of the Townhouse. The maintenance fees shall be levied against each Townhouse Unit Owner as provided for in Article VII of this Declaration. The maintenance fee shall be due and payable annually (if the interval ownership is not financed by seller).
>
> Reasonable attorneys' fees incurred by the Association incident to the collection of such assessments, maintenance fee and membership fee or the enforcement of such liens ... shall be payable by the Unit Owner and secured by such lien.

The Covenants for Silverwoods Association, Inc., provide, in part, as follows:

> XIII. MAINTENANCE FEES, ASSESSMENTS, MEMBERSHIP FEES, RECREATION FEE MAINTENANCE FEES.
>
> The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sum or sums necessary and adequate as maintenance fees to provide for the common expenses of the Townhouse. The maintenance fees shall be levied against each Townhouse Unit Owner as provided for in Article VII of this Declaration. The maintenance fee shall be due and payable annually (if the interval ownership is not financed by seller).
>
> Reasonable attorneys' fees incurred by the Association incident to the collection of such assessments, maintenance fee and membership fee or the enforcement of such liens ... shall be payable by the Unit Owner and secured by such lien.

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In accordance with the above recited Covenants, Plaintiff, Associations were formed and designated as the Subdivisions' association of property owners.

10. The Covenants contain no express prohibition against annual dues, and/or assessments; to the contrary, the Covenants require the payment of annual dues and assessments to the Associations.

11. The Associations collect the dues and assessments, as required by the Covenants, in order that the Association may meet their budgetary needs and fulfill their duties to maintain and administer the time-share units and the common areas.

12. The Association have adopted Bylaws which require the Defendants to pay annual dues, assessments and other charges to the Associations. A copy of the Bylaws for Wolf Run and Silverwoods are attached hereto, incorporated herein and marked as Exhibit " B-1" and "B-2" respectively.

13. The Associations, in compliance with the requirements of their Bylaws, have established dues and/or assessments annually.

14. From 1995 until the present, the Associations have established, charged and billed dues, assessments and other charges to the Defendants of which $345,522.95 remains unpaid to Silverwoods Association, Inc., and $530,764.38 remains unpaid to Wolf Run Manor Association, Inc.

15. The Associations have expended funds and has contracted for the provision of essential services and for the operation, maintenance and preservation of the time-share units and Common Elements of the Subdivision solely for the benefit of all owners of time-share units in the Subdivision including Defendants.

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16. The expenditure of funds and contracting for essential services by the Associations as aforementioned benefits the users and or potential users of all time-share units in the Subdivision, including Defendants time-share units and affects in a positive manner the property values of the time-share units.

17. The charges billed to the Defendants represents their ratable share of costs for the provision of essential services for the maintenance, operation and preservation of the time-share units and Common Elements by the Associations.

18. The assessments billed to the Defendants remain unpaid.

19. The Associations' Declarations provide that the Associations are entitled to legal fees incurred with the collection of delinquent dues and assessments. (See Exhibits "B-1" and "B-2" at Article XIII).

COUNT 1
BREACH OF COVENANT

20. Paragraphs 1 through 19 above are incorporated herein by reference as if fully set forth at length.

21. Defendants by accepting delivery of the Deeds and conveyance of the time-share units, promised to comply with the Declarations and Covenants.

22. Defendants, by failing to pay the charges owed the Association as stated above, breached their promise to pay.

23. The Associations are also entitled to any future charges as set by the Associations which will be billed to the Defendants, are due from the Defendants and which remain unpaid at the time of trial.

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WHEREFORE, Plaintiffs, Wolf Run Manor Association, Inc., and Silverwoods Association, Inc., respectfully request that judgment be entered in their favor and against the Defendants for an amount of $876,287.33, plus interest, costs, attorney fees and such other relief as the Court deems appropriate. Said sum is in excess of the arbitration limit under the applicable statutes of the Commonwealth of Pennsylvania and the local rules of this Honorable Court.

COUNT II
UNJUST ENRICHMENT

24. Paragraphs 1 through 23 above are incorporated herein by reference as if fully set forth herein.

25. Defendants knew or should have known that the creation of capital reserves, the provision of essential services and the maintenance, operation and preservation of the time-share units and Common Elements by the Associations were undertaken originally at the Associations' expense with the expectation that those expenses ultimately would be paid by time-share unit owners in the Subdivision through the payment of assessments to the Associations.

26. Other time-share unit owners in the Subdivision have paid their ratable share of the aforementioned expenditures of the Associations and Defendants knew or should have known of the same.

27. It is inequitable and unconscionable for Defendants to retain the benefits of the expenditures by the Associations without payment of a rateable share of the expenditures.

28. Defendants have been unjustly enriched at the expense of the Associations and

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ultimately the other time-share unit owners in the Subdivision in the amount of the charges billed and such future charges as remain unpaid at the time of trial.

WHEREFORE, Plaintiffs, Wolf Run Manor Association, Inc., and Silverwoods Association, Inc., respectfully request that judgment be entered in their favor and against the Defendants for an amount of $876,287.33, plus interest, costs, attorney fees and such other relief as the Court deems appropriate. Said sum is in excess of the arbitration limit under the applicable statutes of the Commonwealth of Pennsylvania and the local rules of this Honorable Court.

COUNT III
EASEMENT OWNERSHIP

29. Paragraphs 1 through 28 above are incorporated herein by reference as if fully set forth herein.

30. Defendants are the owners of express and implied rights of easements over all Common Elements of the Subdivision of Treasure Lake, which rights are appurtenant to the ownership of the time-share units.

31. The creation of reserves and the expenditures by the Associations as stated above maintained and improved the lands burdened by the easements of Defendants.

32. As owner of these appurtenant rights of easement over the Common Elements, Defendants are obligated to pay a ratable share of the costs of maintenance of the land and improvements burdened by such easements.

WHEREFORE, Plaintiffs, Wolf Run Manor Association, Inc., and Silverwoods Association, Inc., respectfully request that judgment be entered in their favor and against the

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Defendants for an amount of $876,287.33, plus interest, costs, attorney fees and such other relief as the Court deems appropriate. Said sum is in excess of the arbitration limit under the applicable statutes of the Commonwealth of Pennsylvania and the local rules of this Honorable Court.

COUNT IV
IMPLIED CONTRACT

33. Paragraphs 1 through 32 above are incorporated herein by reference as if fully set forth herein.

34. Prior to taking title to the time-share units, Defendants knew or should have known that they would be expected to pay dues and assessments in order to operate and maintain the time-share units and common elements.

35. Defendants, in purchasing and/or in acquiring time-share units in the Subdivision, impliedly accepted an offer for the provision of various essential services necessary to the Subdivision and Defendants impliedly agreed to pay a proportionate share of the costs of such services.

36. Defendants, by failing to pay the charges as stated above, have breached their implied promise to pay the charges.

WHEREFORE, Plaintiffs, Wolf Run Manor Association, Inc., and Silverwoods Association, Inc., respectfully request that judgment be entered in their favor and against the Defendants for an amount of $876,287.33, plus interest, costs, attorney fees and such other relief as the Court deems appropriate. Said sum is in excess of the arbitration limit under the

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applicable statutes of the Commonwealth of Pennsylvania and the local rules of this Honorable Court.

COUNT V
UNIFORM PLANNED COMMUNITY ACT

37. Paragraphs 1 through 36 above are incorporated herein by reference as if fully set forth herein.

38. The Treasure Lake Subdivision is a Planned Community under the Uniform Planned Community Act, 68 Pa.C.S.A. §5101, *et. seq.*

39. Defendants are owners in the Planned Community.

40. The assessments, fees, charges, late fees, interest, expenses and costs associated with the collection of sums which are sought in this complaint came due after February 2, 1997.

41. The Associations' right to collect the assessments, fees, charges, late fees, interest, expenses and costs associated with the collection of sums due is not precluded by the Covenants, Bylaws or plats and plans.

42. The Associations have assessed Defendants as a unit owner for common expenses.

43. The Associations have the authority to collect assessments for common expenses from unit owners, as well as fees, charges, late charges, interest, expenses, including attorney's fees, and costs connected with collection of sums due.

WHEREFORE, Plaintiffs, Wolf Run Manor Association, Inc., and Silverwoods Association, Inc., respectfully request that judgment be entered in their favor and against the Defendants for an amount of $876,287.33, plus interest, costs, attorney fees and such other relief

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as the Court deems appropriate. Said sum is in excess of the arbitration limit under the applicable statutes of the Commonwealth of Pennsylvania and the local rules of this Honorable Court.

COUNT VI
CONSPIRACY

44. Paragraphs 1 through 43 above are incorporated herein by reference as if fully set forth herein.

45. Group Wise, Inc., by and through its agents, solicits owners, particularly elderly owners, of timeshare units in the Associations, to purchase a travel club membership, which does not include any interest in real estate, through its vacation club, IntelliTrav, or other such entity, as an alternative to ownership of their timeshare interests. Slanderous and defamatory words about the Associations are uttered by Group Wise, Inc., and it employs scare tactics, such as warning owners that their timeshare dues will double, and additional assessments will be assessed against the timeshares, to induce the owners to transfer their ownership interest in the timeshares to Group Wise, Inc.

46. Owners then enter into an Agreement and Guaranty with Group Wise, Inc., to convey their timeshare interests free of all encumbrances, including but not limited to association dues, assessments, special assessments, maintenance fees and taxes.

47. Group Wise, Inc., agrees to assume all future responsibility for the timeshare interest upon receipt of a signed warranty deed which Group Wise, Inc., agrees to prepare and record.

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48. Group Wise, Inc., also agrees to notify the appropriate parties of the conveyance and its responsibilities, and further guarantees its performance of its obligations pursuant to the Agreement and Guaranty entered into between itself and the timeshare owner(s).

49. Upon information and belief, owners are required to pay an initial fee of up to $3,995.00, for their travel club membership, and may thereafter, at their option, renew their membership annually, for the sum of $69.00 annual dues. Owners are then required to pay an additional sum of money, usually several hundreds of dollars, to reserve their vacation time with the travel club.

50. Once the timeshare interests are conveyed to Group Wise, Inc., the corporation normally transfers its interest in the timeshares before the next assessment of association dues and fees, usually within a period of one month to one year, to W. Louis McDonald "for and in consideration of one dollar and other good and valuable consideration".

51. McDonald subsequently fails or refuses to pay any of the obligations, dues, assessments or other charges for common expenses which are assessed by the Associations.

52. The Associations consequently are deprived of legally due and owing dues and assessment fees which are uncollectible because, upon information and belief, McDonald is "judgment proof" but for the timeshare week of the Associations. Therefore, for the period of time the timeshare interests are owned by McDonald, even if the properties are ultimately turned back over to the Associations, they are deprived of needed and necessary dues and assessments to operate during that period of time, causing irreparable harm to the Associations.

53. To the knowledge and belief of the Associations, this course of conduct has continued for a period in excess of seven (7) years, evidencing the Defendants' combination and

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intent to defraud the Associations of their dues, assessments or other charges for common expenses.

WHEREFORE, Plaintiffs, Wolf Run Manor Association, Inc., and Silverwoods Association, Inc., respectfully request that judgment be entered in their favor and against the Defendants for an amount of $876,287.33, plus interest, costs, attorney fees and such other relief as the Court deems appropriate. Said sum is in excess of the arbitration limit under the applicable statutes of the Commonwealth of Pennsylvania and the local rules of this Honorable Court.

COUNT VII
UNFAIR TRADE PRACTICES

54. Paragraphs 1 through 53 above are incorporated herein by reference as if fully set forth herein.

55. Group Wise, Inc., distributes, sells, or otherwise operates a vacation plan and actively seeks out owners of interests in the timeshare units in Plaintiffs' Associations in order to make deceptive representations which include, among other things, statements alleging anticipated skyrocketing costs of dues and/or assessments for ownership, or that the Associations are going bankrupt, and etc. in order to market its alternate vacation plan to owners of time-share units, which they claim will cost the timeshare owners less money for similar services.

56. The Defendants, Group Wise, Inc., their representatives and/or compatriots make the aforesaid deceptive representations and offers of alternative vacations to owners of timeshare units located in the Wolf Run Manor Development and Silverwoods Development.

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57. Owners of time-share units are asked to pay Group Wise, Inc. large sums of money in order to transfer their time-share units to Group Wise, Inc., and Group Wise, Inc., in return signs them up for an alternative vacation plan which is for a period of one year from the time of the transfer.

58. Once title to the time-share units has been acquired by Group Wise, Inc., and within a period usually from one month to one year, but in any case prior to the payment of any dues or assessment obligations of the time-share units, Group Wise, Inc, transfers the time-share units to Defendant, W. Louis McDonald for an alleged consideration of "one dollar and other good and valuable consideration".

59. Thereafter, W. Louis McDonald continually fails or refuses to pay any outstanding obligations, dues, assessments or other charges for common expenses which are assessed by the Associations.

60. Defendant, McDonald, thereafter allegedly markets and sells the time-share properties and divides the proceeds of the sale with owners/representatives of Group Wise, Inc.

61. It is believed and therefore averred that the purchase/sale of these time-share units from the timeshare owners to Group Wise, Inc., is induced by false, misleading and deceptive marketing and sales statements and practices which are in contravention of the Laws of the Commonwealth of Pennsylvania, to wit: 73 P.S. § 201-1, *et seq.*, and specifically, 73 P.S. § 201-2(viii), Disparaging the goods, services or business of another by false or misleading representation of fact.

62. Defendants disparage the goods, services and business reputation of the Plaintiffs for the purpose of allowing Group Wise, Inc., to deceptively obtain large fees from the timeshare

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owners to purge themselves of their properties and then transfers the title to these properties to a W. Louis McDonald, who then sells the timeshare properties with little or no investment whatsoever. Together, the actions of Defendants defraud not only the time share owner, but the Plaintiffs' Associations, as well.

WHEREFORE, Plaintiffs, Wolf Run Manor Association, Inc., and Silverwoods Association, Inc., respectfully request that judgment be entered in its favor and against the Defendants for an amount of in excess of $50,000.00 plus interest, costs, attorney fees and such other relief as the Court deems appropriate. Further, Plaintiffs request your Honorable Court to enter an order requiring Group Wise, Inc., and/or W. Louis McDonald to immediately convey each and every time-share unit owned by them to Wolf Run Manor Association, Inc., and Silverwoods Association, Inc.

COUNT VIII
PUNITIVE DAMAGES

63. Paragraphs 1 through 62 above are incorporated herein by reference as if fully set forth herein.

64. Pursuant to the uniform Planned Community Act, Punitive damages may be awarded in the case of a willful violation of the Act, the Covenants or the Bylaws. 68 Pa.C.S.A. § 5412.

65. The above described actions of Defendants were taken willfully and maliciously and with reckless disregard of Plaintiffs Associations' rights.

WHEREFORE, Plaintiffs, Wolf Run Manor Association, Inc., and Silverwoods Association, Inc., respectfully request that judgment be entered in their favor and against the

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Defendants for an amount of $876,287.33, plus interest, costs, attorney fees and such other relief as the Court deems appropriate. Said sum is in excess of the arbitration limit under the applicable statutes of the Commonwealth of Pennsylvania and the local rules of this Honorable Court.

GEORGE R. HLUDZIK, ESQUIRE
ID # 54238
67 West Butler Drive
Drums, PA 18222
(570) 788-2121

Counsel for Plaintiffs

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COURT OF COMMON PLEAS OF THE FORTY-SIXTH JUDICIAL DISTRICT
COMMONWEALTH OF PENNSYLVANIA - CLEARFIELD COUNTY
CIVIL ACTION

WOLF RUN MANOR ASSOCIATION, INC., SILVERWOODS ASSOCIATION, INC.,	:	
Plaintiffs	:	
vs.	:	No.: 05-15-CIVIL
W. LOUIS MCDONALD and GROUP WISE, INC.,	:	
Defendants	:	

VERIFICATION

George R. Hludzik, Esquire, hereby states that he is the attorney for the Plaintiffs, Wolf Run Manor Association, Inc., and Silverwoods Association, Inc., that he is authorized to take this Verification and does so because of the exigencies regarding this matter, and because Plaintiffs must verify much of the information through agents, and because he has personal knowledge of some of the facts averred in the foregoing pleading; and that the statements made in the foregoing pleading are true and correct to the best of his knowledge, information and belief and the source of his information is public records and reports of Plaintiffs' agents. The undersigned understands that this statement herein is made subject to the penalties of 18 Pa.C.S.A. Section 4904, relating to unsworn falsification to authorities.

2-16-05
Date

GEORGE R. HLUDZIK, ESQUIRE

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51S	51006551	AC	MCDONALD, W LOUIS	390	1,140.00	054DSRSW	47	200204512	3-14-02		0
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51S	51006794	AC	MCDONALD, W LOUIS	390	1,745.00	052BSRSW	11	200112245	6-23-01		0
51S	51006835	AC	MCDONALD, W LOUIS	390	1,850.00	065DSRSW	41	200006310	4-27-00		0
51S	51006909	AC	MCDONALD, W LOUIS	390	2,510.00	055CSRSW	40	Vol 1912 Pg 589	2-14-98		0
51S	51006939	AC	MCDONALD, W LOUIS	390	1,510.00	052ASRSW	29	200018300	11-11-00		0
51S	51006945	AC	MCDONALD, W LOUIS	390	2,510.00	052CSRSW	44	1916 189	2-14-98		0
51S	51006961	AC	MCDOANLD, W LOUIS	390	775.00	052ASRSW	38	200213461	8-1-02		0
51S	51006962	AC	MCDONALD, W LOUIS	390	775.00	053ASRSW	34	200213462	8-1-02		0
51S	51007016	AC	MCDONALD, W LOUIS	390	2,800.37	053BSRSW	44	1852 554	6-6-97		0
51S	51007061	AC	MCDONALD, W LOUIS	390	2,190.00	055BSRSW	1	199905526	3-11-99		0
51S	51007068	AC	MCDONALD, W LOUIS	390	2,510.00	057CSRSW	3	1912 579	2-14-98		0
51S	51007090	AC	MCDONALD, W LOUIS	390	2,510.00	058CSRSW	5	1914 141	5-28-98		0
51S	51007169	AC	MCDONALD, W LOUIS	390	395.00	055DSRSW	42	200322908	11-17-03		0
51S	51007180	AC	MCDONALD, W LOUIS	390	2,510.00	053CSRSW	10	1870 519	7-25-97		0
51S	51007185	AC	MCDONALD, W LOUIS	390	775.00	053BSRSW	1	200208253	3-22-02		0
51S	51007243	AC	MCDONALD, W LOUIS	390	2,510.00	053ASRSW	43	1912 593	2-14-98		0
51S	51007349	AC	MCDONALD, W LOUIS	390	2,465.00	049BSRSW	22	1825 130	2-19-97		0
51S	51007377	AC	MCDONALD, W LOUIS	390	2,510.00	056DSRSW	40	1852 578	5-7-97		0
51S	51007472	AC	MCDONALD, W LOUIS	390	1,495.00	049BSRSW	21	20010253 0	12-21-00		0
51S	51007566	AC	MCDONALD, W LOUIS	390	2,510.00	049CSRSW	19	1834 163	3-29-97		0
51S	51007807	AC	MCDONALD, W LOUIS	390	0.00	052ASRSW	22	200408718	5-15-04		0
51S	51007983	AC	MCDONALD, W LOUIS	390	2,510.00	049BSRSW	13	1834 160	3-29-97		0
51S	51008055	AC	MCDONALD, W LOUIS	390	2,510.00	051BSRSW	42	1912 591	2-14-98		0
51S	51008061	AC	MCDONALD, W LOUIS	390	1,505.00	051BSRSW	22	200108705	2-28-01		0
51S	51008232	AC	MCDONALD, W LOUIS	390	2,510.00	051DSRSW	40	1970 170	3-25-98		0
51S	51008300	AC	MCDONALD, W LOUIS	390	1,505.00	051ASRSW	23	200106154	3-23-01		0
51S	51008384	AC	MCDONALD, W LOUIS	390	775.00	056DSRSW	18	200213463	8-1-02		0
51S	51008543	AC	MCDONALD, W LOUIS	390	395.00	052CSRSW	15	200305892	4-1-03		0
51S	51008901	AC	MCDONALD, W LOUIS	780	1,540.00	048CSRSW	51	056CSRSW 200207926	2-26-02		24
51S	51008911	AC	MCDONALD, W LOUIS	390	1,505.00	051BSRSW	14	200106153	3-23-01		0
51S	51008927	AC	MCDONALD, W LOUIS	390	1,145.00	048CSRSW	10	200213464	8-1-02		0
51S	51008968	AC	MCDONALD, W LOUIS	390	2,510.00	061ASRSW	1	1912 577	2-14-98		0
51S	51008971	AC	MCDONALD, W LOUIS	390	2,510.00	048CSRSW	4	1852 568	5-7-97		0
51S	51009117	AC	MCDONALD, W LOUIS	390	1,505.00	055CSRSW	9	200108718	5-11-01		0
51S	51009197	AC	MCDONALD, W LOUIS	390	775.00	052ASRSW	1	200211834	7-9-02		0
51S	51009233	AC	MCDONALD, W LOUIS	390	2,185.00	056CSRSW	4	199905523	2-28-99		0
51S	51009327	AC	MCDONALD, W LOUIS	390	1,668.75	052CSRSW	34	200015852	10-6-00		0
51S	51910003	AC	MCDONALD, W LOUIS	390	2,510.00	059ASRSW	2	1852 564	6-6-97		0
51S	51930010	AC	MCDONALD, W LOUIS	390	2,510.00	059BSRSW	17	1852 562	6-6-97		0
51S	51930042	AC	MCDONALD, W LOUIS	390	2,510.00	066BSRSW	43	1852 580	5-7-97		0
51S	51930047	AC	MCDONALD, W LOUIS	390	1,140.00	061CSRSW	47	200115103	7-31-01		0
51S	51930049	AC	MCDONALD, W LOUIS	390	2,185.00	063CSRSW	47	199906676	3-11-99		0
51S	51930066	AC	MCDONALD, W LOUIS	390	2,510.00	055ASRSW	7	1970 162	3-25-98		0
51S	51930144	AC	MCDONALD, W LOUIS	390	2,510.00	064BSRSW	17	1912 594	2-13-98		0
51S	51930149	AC	MCDOANLD, W LOUIS	390	1,505.00	055ASRSW	47	200108706	5-11-01		0
51S	51930150	AC	MCDONALD, W LOUIS	390	1,505.00	047ASRSW	16	200108714	5-11-01		0
51S	51930162	AC	MCDONALD, W LOUIS	390	2,510.00	054BSRSW	17	1912 581	2-14-98		0
51S	51930227	AC	MCDONALD, W LOUIS	390	1,505.00	047ASRSW	37	200106161	3-22-01		0
51S	51930257	AC	MCDONALD, W LOUIS	390	775.00	053ASRSW	44	200211981	7-18-02		0
51S	51940115	AC	MCDONALD, W LOUIS	390	2,510.00	062ASRSW	49	1970 160	3-25-98		0
51S	51940192	AC	MCDONALD, W LOUIS	390	1,505.00	053CSRSW	47	200014294	8-31-00		0
51S	51950087	AC	MCDONALD, W LOUIS	390	775.00	059ASRSW	45	200217380	10-5-02		0
51S	51950158	AC	MCDONALD, W. LOUIS	390	1,140.00	049BSRSW	43	200204513	3-22-02		0
51S	51990219	AC	MCDONALD, W LOUIS	390	395.00	045BSRSW	35	200018302	11-11-00		0
51S	51003095	DB	MCDONALD, W LOUIS	390	2,740.00	068ASRSW	14	1825 182	2-19-97		0
51S	51003192	DB	MCDONALD, W LOUIS	390	3,220.00	068DSRSW	16	1783 468	7-29-96		0
51S	51003404	DB	MCDONALD, W LOUIS	390	2,825.00	067BSRSW	47	1827 53	2-3-97		0
51S	51003813	DB	MCDONALD, W LOUIS	390	3,140.00	063CSRSW	14	1783 483	7-29-96		0
51S	51004048	DB	MCDONALD, W LOUIS	390	2,510.00	067ASRSW	43	1916 345	3-11-98		0
51S	51004232	DB	MCDONALD, W LOUIS	390	2,825.00	062BSRSW	27	1827 49	2-3-97		0
51S	51004268	DB	MCDONALD, W LOUIS	390	2,825.00	063DSRSW	1	1825 222	2-19-97		0
51S	51004423	DB	MCDONALD, W LOUIS	390	2,825.00	065CSRSW	20	1825 92	2-19-97		0
51S	51004565	DB	MCDONALD, W LOUIS	390	2,825.00	062DSRSW	42	1828 329	2-28-97		0

EXHIBIT "A"

20041736S. 9/17/04

1	51S	51003282	AC	MCDONALD, W LOUIS	390	2,510.00	067CSRSW	16	Vol 1879 Pg 481	9/8/97		0
2	51S	51003331	AC	MCDONALD, W LOUIS	390	2,510.00	067DSRSW	12	1913 19	2/14/98		0
3	51S	51003344	AC	MCDONALD, W LOUIS	390	1,505.00	068BSRSW	47	200113081	7-29-01		0
4	51S	51003570	AC	MCDONALD, W LOUIS	390	1,850.00	067BSRSW	7	200003737	3-1-00		0
5	51S	51003655	AC	MCDONALD, W LOUIS	390	395.00	063ASRSW	17	200404051	3-5-04		0
6	51S	51003792	AC	MCDONALD, W LOUIS	390	775.00	065CSRSW	17	20020672	3-26-02		0
7	51S	51003794	AC	MCDONALD, W LOUIS	390	1,140.00	065DSRSW	52	20020468	3-8-02		0
8	51S	51003831	AC	MCDONALD, W LOUIS	390	2,510.00	066CSRSW	13	1912 615	2-13-98		0
9	51S	51003909	AC	MCDONALD, W LOUIS	390	2,510.00	066CSRSW	4	1859 417	7-17-97		0
10	51S	51003947	AC	MCDONALD, W LOUIS	390	2,510.00	064DSRSW	14	1912 583	2-14-98		0
11	51S	51004045	AC	MCDONALD, W LOUIS	390	1,140.00	063BSRSW	8	200115106	8-18-01		0
12	51S	51004112	AC	MCDONALD, W LOUIS	390	2,510.00	067DSRSW	1	1852 566	6-6-97		0
13	51S	51004198	AC	MCDONALD, W LOUIS	390	775.00	062ASRSW	33	200215508	9-12-02		0
14	51S	51004224	AC	MCDONALD, W LOUIS	390	2,508.00	065BSRSW	3	1841 536	4-15-97		0
15	51S	51004228	AC	MCDONALD, W LOUIS	390	1,505.00	065ASRSW	41	200014298	8-31-00		0
16	51S	51004249	AC	MCDONALD, W LOUIS	390	2,510.00	062BSRSW	9	1841 539	4-15-97		0
17	51S	51004273	AC	MCDONALD, W LOUIS	390	775.00	066DSRSW	38	200303168	2-13-03		0
18	51S	51004274	AC	MCDONALD, W LOUIS	390	775.00	064DSRSW	48	200217379	10-8-02		0
19	51S	51004364	AC	MCDONALD, W LOUIS	390	2,510.00	063ASRSW	43	1852 556	6-6-97		0
20	51S	51004387	AC	MCDONALD, W LOUIS	390	2,185.00	062DSRSW	50	200018305	11-11-00		0
21	51S	51004464	AC	MCDONALD, W LOUIS	390	775.00	067CSRSW	5	200210279	6-11-02		0
22	51S	51004470	AC	MCDONALD, W LOUIS	390	775.00	065ASRSW	1	200217627	10-18-02		0
23	51S	51004474	AC	MCDONALD, W LOUIS	390	1,850.00	062CSRSW	12	200004198	3-16-00		0
24	51S	51004530	AC	MCDONALD, W LOUIS	390	395.00	062BSRSW	15	200402348	12-16-03		0
25	51S	51004671	AC	MCDONALD, W LOUIS	390	1,850.00	067DSRSW	13	200005246	3-24-00		0
26	51S	51004683	AC	MCDONALD, W LOUIS	390	2,515.00	062BSRSW	21	1932 198	5-31-98		0
27	51S	51004720	AC	MCDONALD, W LOUIS	390	1,850.00	068ASRSW	45	199908340	5-6-99		0
28	51S	51004744	AC	MCDONALD, W LOUIS	390	2,185.00	062DSRSW	12	19990667	11-16-98		0
29	51S	51004922	AC	MCDONALD, W LOUIS	390	775.00	065DSRSW	45	200208330	5-4-02		0
30	51S	51004951	AC	MCDONALD, W LOUIS	390	775.00	059CSRSW	10	200210286	3-27-02		0
31	51S	51004992	AC	MCDONALD, W LOUIS	390	1,140.00	061ASRSW	13	200115107	8-8-01		0
32	51S	51004994	AC	MCDONALD, W LOUIS	390	2,190.00	059DSRSW	1	1976 341	9-19-98		0
33	51S	51004997	AC	MCDONALD, W LOUIS	390	1,505.00	068DSRSW	13	200205798	11-16-01		0
34	51S	51005000	AC	MCDONALD, W LOUIS	390	780.00	061ASRSW	3	200211029	4-4-02		0
35	51S	51005018	AC	MCDONALD, W LOUIS	390	1,140.00	061CSRSW	32	200120606	11-24-01		0
36	51S	51005031	AC	MCDONALD, W LOUIS	390	775.00	062CSRSW	39	200208329	4-30-02		0
37	51S	51005053	AC	MCDONALD, W LOUIS	390	1,140.00	061ASRSW	38	200120605	11-24-01		0
38	51S	51005123	AC	MCDONALD, W LOUIS	390	395.00	068BSRSW	42	20030728	4-18-03		0
39	51S	51005147	AC	MCDONALD, W LOUIS	390	1,140.00	064BSRSW	43	200120607	11-24-01		0
40	51S	51005293	AC	MCDONALD, W LOUIS	390	2,510.00	068BSRSW	12	1901 378	11-14-97		0
41	51S	51005473	AC	MCDONALD., W LOUIS	390	1,505.00	057BSRSW	9	200205802	11-16-01		0
42	51S	51005482	AC	MCDONALD, W LOUIS	390	775.00	057CSRSW	26	200216720	10-1-02		0
43	51S	51005544	AC	MCDONALD, W LOUIS	390	2,510.00	064BSRSW	3	1901 380	11-14-97		0
44	51S	51005555	AC	MCDONALD, W LOUIS	390	1,505.00	057DSRSW	23	200109779	5-24-01		0
45	51S	51005627	AC	MCDONALD, W LOUIS	390	1,505.00	057BSRSW	28	200014305	8-31-00		0
46	51S	51005665	AC	MCDONALD, W LOUIS	390	1,840.00	058DSRSW	29	200102531	12-21-00		0
47	51S	51005763	AC	MCDONALD, W LOUIS	390	1,140.00	057BSRSW	38	20020369	2-28-02		0
48	51S	51005778	AC	MCDONALD, W LOUIS	390	775.00	058DSRSW	6	200210282	6-11-02		0
49	51S	51005785	AC	MCDONALD, W LOUIS	390	1,850.00	057ASRSW	45	199913270	6-11-99		0
50	51S	51005801	AC	MCDONALD, W LOUIS	390	1,505.00	057ASRSW	3	200014304	8-31-00		0
51	51S	51005812	AC	MCDONALD, W LOUIS	390	1,140.00	057BSRSW	37	200203694	2-28-02		0
52	51S	51005850	AC	MCDONALD, W LOUIS	390	2,510.00	057DSRSW	4	1871 343	8-13-97		0
53	51S	51005873	AC	MCDONALD, W LOUIS	390	1,850.00	056CSRSW	15	200009405	5-27-00		0
54	51S	51005929	AC	MCDONALD, W LOUIS	390	2,510.00	054ASRSW	46	1916 333	3-11-98		0
55	51S	51005936	AC	MCDONALD, W LOUIS	390	2,510.00	056BSRSW	45	1859 420	7-17-97		0
56	51S	51005961	AC	MCDONALD, W LOUIS	390	1,505.00	056DSRSW	14	200108717	5-11-01		0
57	51S	51006017	AC	MCDONALD, W LOUIS	390	2,510.00	056CSRSW	47	1912 595	2-14-98		0
58	51S	51006228	AC	MCDONALD, W LOUIS	390	2,510.00	055DSRSW	16	1870 511	7-25-97		0
59	51S	51006275	AC	MCDONALD, W LOUIS	390	2,500.00	061BSRSW	44	1859 423	7-17-97		0
60	51S	51006286	AC	MCDONALD, W LOUIS	390	775.00	055DSRSW	34	200217628	10-18-02		0
61	51S	51006321	AC	MCDONALD, W LOUIS	390	2,185.00	057DSRSW	1	19990669	12-17-98		0
62	51S	51006326	AC	MCDONALD, W LOUIS	390	2,510.00	054ASRSW	49	1859 426	7-17-97		0
63	51S	51006367	AC	MCDONALD, W LOUIS	390	775.00	058BSRSW	10	200216220	9-27-02		0
64	51S	51006417	AC	MCDONALD, W LOUIS	390	2,185.00	055DSRSW	6	19990669	1-7-99		0
65	51S	51006436	AC	MCDONALD, W LOUIS	390	2,185.00	065ASRSW	15	19990669	1-7-99		0
66	51S	51006441	AC	MCDONALD, W LOUIS	390	2,515.00	055ASRSW	49	1834 154	3-29-97		0
67	51S	51006473	AC	MCDONALD, W LOUIS	390	2,510.00	055DSRSW	15	1913 35	2-14-98		0

51S 51930262
51S 51006180 McDONALD

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51S	51004701	DB	MCDONALD, W LOUIS	390	2,825.00	062BSRSW	44	Vol 1825	Pg. 144	2-19-97	0
51S	51004704	DB	MCDONALD, W LOUIS	390	2,505.00	064CSRSW	48	1916	339	3-11-98	0
51S	51004747	DB	MCDONALD, W LOUIS	390	3,535.00	062DSRSW	15	1783	471	7-29-96	0
51S	51005047	DB	MCDONALD, W LOUIS	390	2,825.00	068CSRSW	49	1825	114	2-19-97	0
51S	51005220	DB	MCDONALD, W LOUIS	390	2,825.00	068DSRSW	20	1828	331	2-28-97	0
51S	51005330	DB	MCDONALD, W LOUIS	390	2,835.00	058BSRSW	44	1825	142	2-19-97	0
51S	51005461	DB	MCDONALD, W LOUIS	390	2,825.00	063ASRSW	12	1825	228	2-19-97	0
51S	51005567	DB	MCDONALD, W LOUIS	390	2,825.00	057ASRSW	47	1825	74	2-19-97	0
51S	51005784	DB	MCDONALD, W LOUIS	390	2,510.00	056DSRSW	8	1916	343	3-11-98	0
51S	51005848	DB	MCDONALD, W LOUIS	390	2,825.00	056ASRSW	47	1828	315	2-19-97	0
51S	51006179	DB	MCDONALD, W LOUIS	390	2,820.00	058ASRSW	10	1825	230	2-19-97	0
51S	51006288	DB	MCDONALD, W LOUIS	390	2,510.00	059BSRSW	49	1916	337	3-11-98	0
51S	51006561	DB	MCDONALD, W LOUIS	390	2,815.50	055DSRSW	2	1825	180	2-19-97	0
51S	51007052	DB	MCDONALD, W LOUIS	390	2,825.00	052CSRSW	16	1825	186	2-19-97	0
51S	51007145	DB	MCDONALD, W LOUIS	390	2,825.00	052BSRSW	10	1825	232	2-19-97	0
51S	51007163	DB	MCDONALD, W LOUIS	390	2,825.00	053ASRSW	37	1901	374	11-14-97	0
51S	51007332	DB	MCDONALD, W LOUIS	390	2,825.00	053DSRSW	41	1828	323	2-28-97	0
51S	51007351	DB	MCDONALD, W LOUIS	390	2,825.00	058DSRSW	20	1828	327	2-28-97	0
51S	51007357	DB	MCDONALD, W LOUIS	390	2,825.00	053CSRSW	21	1825	132	2-19-97	0
51S	51007424	DB	MCDONALD, W LOUIS	390	2,510.00	054BSRSW	20	1916	347	3-11-98	0
51S	51007530	DB	MCDONALD, W LOUIS	390	2,825.00	049CSRSW	50	1852	552	6-6-97	0
51S	51008004	DB	MCDONALD, W LOUIS	390	2,510.00	051ASRSW	18	1901	368	10-9-97	0
51S	51008259	DB	MCDONALD, W LOUIS	390	2,510.00	052CSRSW	4	1852	570	5-7-97	0
51S	51008318	DB	MCDONALD, W LOUIS	390	2,825.00	058CSRSW	9	1825	218	2-19-97	0
51S	51008565	DB	MCDONALD, W LOUIS	390	2,825.00	066DSRSW	41	1825	100	2-19-97	0
51S	51008820	DB	MCDONALD, W LOUIS	390	2,825.00	051BSRSW	8	1825	220	2-19-97	0
51S	51009110	DB	MCDONALD, W LOUIS	390	2,825.00	051ASRSW	11	1859	435	12-18-96	0
51S	51009165	DB	MCDONALD, W LOUIS	390	2,825.00	049CSRSW	49	1825	112	2-19-97	0
51S	51009224	DB	MCDONALD, W LOUIS	390	2,510.00	048ASRSW	13	1916	335	3-11-98	0
51S	51930083	DB	MCDONALD, W LOUIS	390	3,140.00	047DSRSW	20	1783	474	7-29-96	0
51S	51930271	DB	MCDONALD, W LOUIS	390	2,825.00	047DSRSW	44	1825	82	2-19-97	0
51S	51930272	DB	MCDONALD, W LOUIS	390	2,825.00	047DSRSW	45	1825	82	2-19-97	0
51S	51940067	DB	MCDONALD, W LOUIS	390	2,825.00	051BSRSW	15	1825	184	2-19-97	0
51S	51950114	DB	MCDONALD, W LOUIS	390	2,510.00	047BSRSW	18	1948	493	6-11-98	0
51S	51950115	DB	MCDONALD, W LOUIS	390	2,510.00	047BSRSW	14	1948	495	6-11-98	0
51S	51950123	DB	MCDONALD, W LOUIS	390	2,825.00	053CSRSW	18	1825	86	2-19-97	0
51S	51950137	DB	MCDONALD, W LOUIS	390	2,510.00	054ASRSW	9	1916	331	3-11-98	0
51S	51005401	MR	MCDONALD, W LOUIS	390	742.40	058BSRSW	52	20040863 4		4-26-04	0
51S	51004211	PL	MCDONALD, W LOUIS	390	775.00	065CSRSW	22	20020717 9		4-18-02	0
51S	51990211	SS	MCDONALD, W LOUIS	390	884.34	045BSRSW	28	2003 16644		8-6-03	0
51S	51990214	SS	MCDONALD, W LOUIS	390	1,959.94	044ASRSW	17	20011308 5		8-2-01	0
51S	51990232	SS	MCDONALD, W LOUIS	390	219.84	045DSRSW	24	20040262 4		1-27-04	0
51S	51990308	SS	MCDONALD, W LOUIS	390	1,213.81	045ASRSW	31	20021028 1		6-11-02	0
			TOTAL SILVERWOODS ACCOUNT BALANCES		~~345,127.95~~			345,552.95			
51W	51000225	AC	MCDONALD, W LOUIS	415	1,350.00	011BSRWR	14	20020417 9		2-9-02	0
51W	51000234	AC	MCDONALD, W LOUIS	415	1,975.00	012CSRWR	44	20020580 1		11-16-01	0
51W	51000272	AC	MCDONALD, W LOUIS	415	3,212.46	012ASRWR	14	1879	473	9-8-99	0
51W	51000275	AC	MCDONALD, W LOUIS	415	820.00	012CSRWR	15	20030501 0		3-5-03	0
51W	51000292	AC	MCDONALD, W LOUIS	415	3,020.00	012CSRWR	20	1912	607	2-13-98	0
51W	51000300	AC	MCDONALD, W LOUIS	415	3,360.00	013BSRWR	46	1808	329	9-17-96	0
51W	51000307	AC	MCDONALD, W LOUIS	415	820.00	014DSRWR	42	20020995 0		5-21-02	0
51W	51000320	AC	MCDONALD, W LOUIS	415	420.00	013ASRWR	33	20032067 9		10-29-03	0
51W	51000325	AC	MCDONALD, W LOUIS	415	1,975.00	012ASRWR	45	20001429 7		5-31-00	0
51W	51000341	AC	MCDONALD, W LOUIS	415	1,975.00	013ASRWR	43	20010871 6		5-11-01	0
51W	51000356	AC	MCDONALD, W LOUIS	415	820.00	012ASRWR	41	20030824 5		5-1-03	0
51W	51000400	AC	MCDONALD, W LOUIS	415	3,020.00	011BSRWR	17	1912	555	2-14-98	0
51W	51000437	AC	MCDONALD, W LOUIS	830	5,355.00	014BSRWR	1	014BSRWR	19990669 0	11-18-98	36
51W	51000465	AC	MCDONALD, W LOUIS	415	1,858.45	012DSRWR	38	20010870 4		5-11-01	0
51W	51000470	AC	MCDONALD, W LOUIS	415	2,335.00	014CSRWR	26	20010977 1		5-30-01	0
51W	51000529	AC	MCDONALD, W LOUIS	415	2,335.00	013CSRWR	47	19990552 2		2-28-99	0
51W	51000562	AC	MCDONALD, W LOUIS	415	420.00	014CSRWR	42	20031612 6		8-22-03	0
51W	51000567	AC	MCDONALD, W LOUIS	415	2,335.00	014CSRWR	48	20010871 1		5-11-01	0
51W	51000569	AC	MCDONALD, W LOUIS	415	3,025.00	014DSRWR	51	1912	613	2-13-98	0
51W	51000584	AC	MCDONALD, W LOUIS	415	2,685.00	016CSRWR	44	1976	365	9-19-98	0
51W	51000585	AC	MCDONALD, W LOUIS	415	1,975.00	016ASRWR	39	20010870 9		5-11-01	0

51W	51000600	AC	MCDONALD, W LOUIS	415	820.00	015DSRWR	43	200207925	3-26-02		0
51W	51000604	AC	MCDONALD, W LOUIS	830	3,930.00	016DSRWR	24	016DSRWR 200104161	2-1-01		25
51W	51000651	AC	MCDONALD, W LOUIS	415	820.00	017DSRWR	51	200210283	5-26-02		0
51W	51000699	AC	MCDONALD, W LOUIS	415	2,685.00	014CSRWR	15	199908335	4-23-99		0
51W	51000720	AC	MCDONALD, W LOUIS	415	820.00	013CSRWR	25	200218992	10-26-02		0
51W	51000769	AC	MCDONALD, W LOUIS	415	1,590.00	016CSRWR	21	200112252	7-22-01		0
51W	51000777	AC	MCDONALD, W LOUIS	830	835.00	019CSRWR	16	019CSRWR 200323485	11-25-03		23
51W	51000778	AC	MCDONALD, W LOUIS	415	2,335.00	018BSRWR	27	200016921	10-27-00		0
51W	51000783	AC	MCDONALD, W LOUIS	415	1,215.00	016DSRWR	21	200204180	2-21-02		0
51W	51000802	AC	MCDONALD, W LOUIS	415	2,685.00	015BSRWR	19	199905520	2-28-99		0
51W	51000821	AC	MCDONALD, W LOUIS	830	835.00	019ASRWR	23	019ASRWR 200320650	11-29-03		39
51W	51000839	AC	MCDONALD, W LOUIS	415	820.00	019ASRWR	27	200213467	7-30-02		0
51W	51000862	AC	MCDONALD, W LOUIS	415	1,975.00	014DSRWR	39	200100782	12-2-00		0
51W	51000886	AC	MCDONALD, W LOUIS	415	1,975.00	015BSRWR	21	200214772	9-11-02		0
51W	51000926	AC	MCDONALD, W LOUIS	415	1,465.00	016BSRWR	15	200113084	8-2-01		0
51W	51000945	AC	MCDONALD, W LOUIS	415	0.00	014ASRWR	31	200407797	4-12-04		0
51W	51000969	AC	MCDONALD, W LOUIS	415	3,020.00	016ASRWR	44	Vol 1852 Pg 548	6-6-97		0
51W	51000970	AC	MCDONALD, W LOUIS	415	820.00	019BSRWR	37	200216723	10-3-02		0
51W	51000976	AC	MCDONALD, W LOUIS	415	1,975.00	016CSRWR	18	200109775	5-30-01		0
51W	51001001	AC	MCDONALD, W LOUIS	415	3,020.00	022BSRWR	23	1871 335	8-14-97		0
51W	51001053	AC	MCDONALD, W LOUIS	415	2,350.00	016CSRWR	24	1982 191	10-8-98		0
51W	51001063	AC	MCDONALD, W LOUIS	415	1,345.00	018ASRWR	19	200203796	3-7-02		0
51W	51001078	AC	MCDONALD, W LOUIS	415	420.00	022ASRWR	14	200318063	9-23-03		0
51W	51001109	AC	MCDONALD, W LOUIS	415	3,020.00	017DSRWR	18	1834 172	3-29-97		0
51W	51001153	AC	MCDONALD, W LOUIS	415	3,020.00	012CSRWR	14	1913 33	2-14-98		0
51W	51001166	AC	MCDONALD, W LOUIS	415	3,020.00	014BSRWR	16	1913 38	2-14-98		0
51W	51001176	AC	MCDONALD, W LOUIS	415	3,010.00	018ASRWR	12	1970 166	3-25-98		0
51W	51001207	AC	MCDONALD, W LOUIS	415	2,685.00	025BSRWR	48	199905525	3-11-99		0
51W	51001220	AC	MCDONALD, W LOUIS	415	1,975.00	025ASRWR	49	200006312	4-27-00		0
51W	51001281	AC	MCDONALD, W LOUIS	415	820.00	011BSRWR	5	200214592	9-3-02		0
51W	51001315	AC	MCDONALD, W LOUIS	415	820.00	012BSRWR	8	200218993	10-26-02		0
51W	51001349	AC	MCDONALD, W LOUIS	415	3,020.00	015ASRWR	50	1879 483	9-8-97		0
51W	51001352	AC	MCDONALD, W LOUIS	415	820.00	017DSRWR	5	200219563	11-22-02		0
51W	51001356	AC	MCDONALD, W LOUIS	415	2,867.50	024DSRWR	22	1982 193	10-8-98		0
51W	51001376	AC	MCDONALD, W LOUIS	415	2,685.00	017BSRWR	17	199906692	1-7-99		0
51W	51001406	AC	MCDONALD, W LOUIS	415	2,335.00	021ASRWR	6	200005244	3-24-00		0
51W	51001407	AC	MCDONALD, W LOUIS	415	1,215.00	025CSRWR	2	200204511	3-14-02		0
51W	51001436	AC	MCDONALD, W LOUIS	830	2,915.00	025CSRWR	4	025CSRWR 200112248	7-22-01		32
51W	51001438	AC	MCDONALD, W LOUIS	415	2,685.00	016CSRWR	12	1963 118	6-26-98		0
51W	51001450	AC	MCDONALD, W LOUIS	830	5,350.00	025CSRWR	3	025CSRWR 200001230	1-13-00		51
51W	51001540	AC	MCDONALD, W LOUIS	415	820.00	016DSRWR	19	200210280	6-11-02		0
51W	51001542	AC	MCDONALD, W LOUIS	415	3,020.00	012CSRWR	1	1912 578	2-14-98		0
51W	51001545	AC	MCDONALD, W LOUIS	415	2,335.00	019DSRWR	13	200005293	4-10-00		0
51W	51001546	AC	MCDONALD, W LOUIS	415	2,335.00	019BSRWR	49	200004200	3-16-00		0
51W	51001573	AC	MCDONALD, W LOUIS	415	3,025.00	012BSRWR	4	1879 475	9-8-97		0
51W	51001594	AC	MCDONALD, W LOUIS	415	3,025.00	013CSRWR	50	1852 550	6-6-97		0
51W	51001608	AC	MCDONALD, W LOUIS	415	820.00	024ASRWR	27	200210285	5-31-02		0
51W	51001622	AC	MCDONALD, W LOUIS	415	820.00	014CSRWR	6	200220676	11-29-02		0
51W	51001623	AC	MCDONALD, W LOUIS	415	820.00	025DSRWR	13	200305893	4-1-03		0
51W	51001715	AC	MCDONALD, W LOUIS	415	1,975.00	013BSRWR	8	200109776	5-30-01		0
51W	51001719	AC	MCDONALD, W LOUIS	415	2,335.00	024DSRWR	12	200104144	2-2-01		0
51W	51001752	AC	MCDONALD, W LOUIS	415	1,975.00	024ASRWR	11	200108707	5-11-01		0
51W	51001753	AC	MCDONALD, W LOUIS	415	3,020.00	015BSRWR	8	1970 168	3-25-98		0
51W	51001788	AC	MCDONALD, W LOUIS	415	820.00	026DSRWR	36	200210284	5-30-02		0
51W	51001805	AC	MCDONALD, W LOUIS	415	2,690.00	025DSRWR	17	1976 339	9-19-98		0
51W	51001810	AC	MCDONALD, W LOUIS	415	2,685.00	014CSRWR	16	1982 197	10-8-98		0
51W	51001825	AC	MCDONALD, W LOUIS	415	2,685.00	026DSRWR	20	1976 345	9-19-98		0
51W	51001829	AC	MCDONALD, W LOUIS	415	820.00	013DSRWR	2	200216721	10-1-02		0
51W	51001927	AC	MCDONALD, W LOUIS	415	420.00	021ASRWR	2	200318952	10-9-03		0
51W	51001944	AC	MCDONALD, W LOUIS	415	1,975.00	025BSRWR	3	200205799	11-16-01		0
51W	51001978	AC	MCDONALD, W LOUIS	415	1,975.00	024DSRWR	16	200108712	5-11-01		0
51W	51001990	AC	MCDONALD, W LOUIS	415	2,335.00	026BSRWR	1	200004199	3-16-00		0
51W	51001999	AC	MCDONALD, W LOUIS	415	1,215.00	022BSRWR	44	200204514	3-23-02		0
51W	51002098	AC	MCDONALD, W LOUIS	415	1,975.00	024CSRWR	45	200102507	12-21-00		0
51W	51002128	AC	MCDONALD, W LOUIS	415	3,020.00	025BSRWR	2	1916 351	3-11-98		0
51W	51002136	AC	MCDONALD, W LOUIS	415	1,980.00	026DSRWR	51	200108715	5-11-01		0
51W	51002159	AC	MCDONALD, W LOUIS	830	1,630.00	026CSRWR	42	026CSRWR 200216722	10-1-02		43

51W 15002014 MCDONALD 200416583

51W	51002164	AC	MCDONALD, W LOUIS	415	3,025.00	029BSRWR	18	Vol 1932 Pg 214	3-31-98		0
51W	51002187	AC	MCDONALD, W LOUIS	415	2,335.00	029ASRWR	17	200000206	12-17-97		0
51W	51002237	AC	MCDONALD, W LOUIS	415	1,975.00	019BSRWR	16	200106156	3-23-01		0
51W	51002255	AC	MCDONALD, W LOUIS	415	3,020.00	027DSRWR	41	1940 133	5-28-98		0
51W	51002300	AC	MCDONALD, W LOUIS	415	1,970.00	026ASRWR	39	200102533	12-21-00		0
51W	51002314	AC	MCDONALD, W LOUIS	415	3,020.00	027BSRWR	45	1841 545	4-15-97		0
51W	51002375	AC	MCDONALD, W LOUIS	415	3,020.00	028BSRWR	12	1912 569	2-14-98		0
51W	51002376	AC	MCDONALD, W LOUIS	415	3,020.00	026CSRWR	46	1912 571	2-14-98		0
51W	51002521	AC	MCDONALD, W LOUIS	415	420.00	021ASRWR	29	200318951	10-9-03		0
51W	51002530	AC	MCDONALD, W LOUIS	415	3,020.00	014BSRWR	43	1912 565	2-14-98		0
51W	51002531	AC	MCDONALD, W LOUIS	415	3,020.00	014BSRWR	42	1912 563	2-14-98		0
51W	51002536	AC	MCDONALD, W LOUIS	415	3,024.99	026BSRWR	43	200011772	7-14-00		0
51W	51002557	AC	MCDONALD, W LOUIS	415	3,020.00	031ASRWR	44	1852 584	5-7-97		0
51W	51002640	AC	MCDONALD, W LOUIS	415	3,020.00	032ASRWR	4	1912 573	2-14-98		0
51W	51002663	AC	MCDONALD, W LOUIS	415	1,205.00	029BSRWR	20	200109780	5-30-01		0
51W	51002696	AC	MCDONALD, W LOUIS	415	2,335.00	031ASRWR	21	200002270	1-29-00		0
51W	51002705	AC	MCDONALD, W LOUIS	415	1,215.00	027BSRWR	47	200112251	7-21-01		0
51W	51002713	AC	MCDONALD, W LOUIS	415	820.00	027CSRWR	20	200219562	11-13-02		0
51W	51002745	AC	MCDONALD, W LOUIS	415	3,020.00	034ASRWR	48	1834 178	3-29-97		0
51W	51002786	AC	MCDONALD, W LOUIS	415	2,335.00	029ASRWR	49	200104143	1-21-01		0
51W	51002839	AC	MCDONALD, W LOUIS	415	3,040.00	032ASRWR	44	1870 509	7-25-97		0
51W	51002875	AC	MCDONALD, W LOUIS	415	3,020.00	029ASRWR	4	1912 603	2-13-98		0
51W	51002911	AC	MCDONALD, W LOUIS	415	3,015.00	032ASRWR	37	200016928	10-27-00		0
51W	51002917	AC	MCDONALD, W LOUIS	415	2,335.00	034ASRWR	1	200005294	4-10-00		0
51W	51002983	AC	MCDONALD, W LOUIS	415	3,020.00	028ASRWR	10	1976 373	9-19-98		0
51W	51002989	AC	MCDONALD, W LOUIS	415	1,215.00	034BSRWR	13	200109772	5-30-01		0
51W	51002992	AC	MCDONALD, W LOUIS	415	1,980.00	026DSRWR	7	200014303	8-31-00		0
51W	51003053	AC	MCDONALD, W LOUIS	415	820.00	033ASRWR	15	200220675	11-20-02		0
51W	51003118	AC	MCDONALD, W LOUIS	415	1,215.00	029BSRWR	33	200201499	11-29-01		0
51W	51003190	AC	MCDONALD, W LOUIS	415	2,695.00	027DSRWR	49	1982 185	10-8-98		0
51W	51003197	AC	MCDONALD, W LOUIS	415	3,020.00	028ASRWR	43	1970 158	3-25-98		0
51W	51003232	AC	MCDONALD, W LOUIS	415	2,685.00	033ASRWR	46	200106163	3-23-01		0
51W	51003237	AC	MCDONALD, W LOUIS	415	2,685.00	022BSRWR	46	1976 375	9-19-98		0
51W	51003989	AC	MCDONALD, W LOUIS	415	820.00	027ASRWR	32	200213465	8-9-02		0
51W	51004104	AC	MCDONALD, W LOUIS	415	3,020.00	021BSRWR	9	1871 337	8-14-97		0
51W	51004260	AC	MCDONALD, W LOUIS	415	1,205.00	026DSRWR	30	200112255	7-21-01		0
51W	51004438	AC	MCDONALD, W LOUIS	415	2,685.00	014DSRWR	9	19990553 2	2-28-99		0
51W	51004542	AC	MCDONALD, W LOUIS	415	3,020.00	027DSRWR	37	1825 168	2-19-97		0
51W	51004728	AC	MCDONALD, W LOUIS	415	1,220.00	013BSRWR	25	200203797	3-7-02		0
51W	51004770	AC	MCDONALD, W LOUIS	415	3,020.00	026CSRWR	49	1940 139	5-28-98		0
51W	51004952	AC	MCDONALD, W LOUIS	415	3,020.00	019DSRWR	45	1912 567	2-14-98		0
51W	51005027	AC	MCDONALD, W LOUIS	415	3,020.00	024ASRWR	46	1912 575	2-14-98		0
51W	51005351	AC	MCDONALD, W LOUIS	415	3,020.00	014CSRWR	47	1912 609	2-13-98		0
51W	51005475	AC	MCDONALD, W LOUIS	415	3,020.00	032BSRWR	11	1913 31	2-14-98		0
51W	51005506	AC	MCDONALD, W LOUIS	415	2,690.00	018BSRWR	13	1970 164	3-25-98		0
51W	51005830	AC	MCDONALD, W LOUIS	415	420.00	014ASRWR	30	200318950	10-7-03		0
51W	51005849	AC	MCDONALD, W LOUIS	415	2,340.00	021BSRWR	50	200014295	8-31-00		0
51W	51005906	AC	MCDONALD, W LOUIS	415	3,017.50	015BSRWR	7	1913 29	2-14-98		0
51W	51006515	AC	MCDONALD, W LOUIS	415	1,975.00	015ASRWR	10	200106162	3-22-01		0
51W	51006539	AC	MCDONALD, W LOUIS	415	3,020.00	028ASRWR	7	200208252	4-12-02		0
51W	51006630	AC	MCDONALD, W LOUIS	415	3,020.00	027CSRWR	48	1879 479	9-8-97		0
51W	51006762	AC	MCDONALD, W LOUIS	415	1,975.00	017CSRWR	17	200015854	10-6-00		0
51W	51006832	AC	MCDONALD, W LOUIS	415	1,975.00	017ASRWR	8	200112247	7-22-01		0
51W	51007698	AC	MCDONALD, W LOUIS	415	2,335.00	026DSRWR	26	199920183	11-19-99		0
51W	51007966	AC	MCDONALD, W LOUIS	415	3,020.00	022BSRWR	14	1871 339	8-14-97		0
51W	51009193	AC	MCDONALD, W LOUIS	415	1,975.00	016CSRWR	51	200214771	9-11-02		0
51W	51200049	AC	MCDONALD, W LOUIS	415	1,975.00	025ASRWR	7	200205800	11-16-01		0
51W	51210004	AC	MCDONALD, W LOUIS	415	1,975.00	013DSRWR	40	200211030	6-21-02		0
51W	51210005	AC	MCDONALD, W LOUIS	415	1,975.00	013DSRWR	41	200208254	4-30-02		0
51W	51930037	AC	MCDONALD, W LOUIS	415	3,020.00	024BSRWR	17	1901 382	11-14-97		0
51W	51940079	AC	MCDONALD, W LOUIS	415	1,980.00	029ASRWR	8	200014302	8-31-00		0
51W	51950185	AC	MCDONALD, W LOUIS	415	3,020.00	022ASRWR	17	1932 220	3-31-98		0
51W	51950186	AC	MCDONALD, W LOUIS	415	2,685.00	016CSRWR	43	200015853	10-6-00		0
51W	51000127	DB	MCDONALD, W LOUIS	415	3,345.00	011BSRWR	41	1825 196	2-19-97		0
51W	51000161	DB	MCDONALD, W LOUIS	415	2,685.00	011ASRWR	18	199905524	3-11-99		0
51W	51000216	DB	MCDONALD, W LOUIS	830	6,025.00	013ASRWR	16	013ASRWR 1932 200	3-31-98		50
51W	51000265	DB	MCDONALD, W LOUIS	415	3,345.00	013CSRWR	42	1825 190	2-19-97		0

✓	51W	51000291	DB	MCDONALD, W LOUIS	415	3,345.00	011ASRWR	48	Vol 1828	Pg. 319	2-28-97	0
✓	51W	51000344	DB	MCDONALD, W LOUIS	415	3,345.00	011CSRWR	20	1825	214	2-19-97	0
✓	51W	51000404	DB	MCDONALD, W LOUIS	415	3,345.00	011ASRWR	17	1825	204	2-19-97	0
✓	51W	51000444	DB	MCDONALD, W LOUIS	415	3,345.00	014CSRWR	18	1825	206	2-19-97	0
✓	51W	51000579	DB	MCDONALD, W LOUIS	415	3,670.00	013ASRWR	14	1783	495	7-29-96	0
✓	51W	51000716	DB	MCDONALD, W LOUIS	415	3,345.00	014BSRWR	12	1825	128	2-19-97	0
✓	51W	51000751	DB	MCDONALD, W LOUIS	415	3,345.00	017DSRWR	39	1825	150	2-19-97	0
✓	51W	51000786	DB	MCDONALD, W LOUIS	830	6,670.00	017BSRWR	40	017BSRWR 1825	194	2-19-97	41
✓	51W	51000810	DB	MCDONALD, W LOUIS	415	3,345.00	017ASRWR	48	1825	174	2-19-97	0
✓	51W	51000940	DB	MCDONALD, W LOUIS	415	3,020.00	019DSRWR	38	1976	355	9-19-98	0
✓	51W	51000961	DB	MCDONALD, W LOUIS	830	6,020.00	019ASRWR	20	019ASRWR 1932	202	3-31-98	40
✓	51W	51001014	DB	MCDONALD, W LOUIS	415	3,345.00	014CSRWR	5	1827	41	2-3-97	0
✓	51W	51001042	DB	MCDONALD, W LOUIS	415	3,355.00	013BSRWR	17	1808	325	9-17-96	0
✓	51W	51001142	DB	MCDONALD, W LOUIS	415	3,345.00	016BSRWR	12	1825	116	2-19-97	0
✓	51W	51001362	DB	MCDONALD, W LOUIS	830	6,020.00	013ASRWR	2	013ASRWR 1916	349	3-11-98	3
✓	51W	51001424	DB	MCDONALD, W LOUIS	830	6,665.00	017DSRWR	16	017DSRWR 1825	202	2-19-97	17
✓	51W	51001441	DB	MCDONALD, W LOUIS	415	3,345.00	017BSRWR	2	1825	96	2-19-97	0
✓	51W	51001503	DB	MCDONALD, W LOUIS	415	3,345.00	024CSRWR	48	1825	162	2-19-97	0
✓	51W	51001535	DB	MCDONALD, W LOUIS	415	3,345.00	025ASRWR	10	1783	465	8-5-96	0
✓	51W	51001602	DB	MCDONALD, W LOUIS	415	3,345.00	017BSRWR	1	1828	317	2-28-97	0
✓	51W	51001765	DB	MCDONALD, W LOUIS	415	3,345.00	015ASRWR	1	1825	88	2-19-97	0
✓	51W	51001800	DB	MCDONALD, W LOUIS	415	3,345.00	026ASRWR	5	1825	94	2-19-97	0
✓	51W	51001871	DB	MCDONALD, W LOUIS	415	3,345.00	021BSRWR	47	1825	140	2-19-97	0
✓	51W	51002227	DB	MCDONALD, W LOUIS	415	3,345.00	029ASRWR	37	1783	492	7-29-96	0
✓	51W	51002262	DB	MCDONALD, W LOUIS	415	3,020.00	029ASRWR	19	1982	195	10-8-98	0
✓	51W	51002384	DB	MCDONALD, W LOUIS	415	3,345.00	026CSRWR	9	1825	124	2-19-97	0
✓	51W	51002385	DB	MCDONALD, W LOUIS	415	3,345.00	026CSRWR	10	1825	124	2-19-97	0
✓	51W	51002599	DB	MCDONALD, W LOUIS	415	3,350.00	031BSRWR	8	1808	333	9-17-96	0
✓	51W	51002622	DB	MCDONALD, W LOUIS	415	3,345.00	018BSRWR	39	1828	321	2-28-97	0
✓	51W	51002754	DB	MCDONALD, W LOUIS	415	3,355.00	034BSRWR	5	1901	370	10-9-97	0
✓	51W	51002854	DB	MCDONALD, W LOUIS	415	3,345.00	029BSRWR	8	1825	226	2-19-97	0
✓	51W	51002892	DB	MCDONALD, W LOUIS	415	3,660.00	027ASRWR	16	1753	486	7-29-96	0
✓	51W	51003009	DB	MCDONALD, W LOUIS	415	3,345.00	031ASRWR	11	1825	126	2-19-97	0
✓	51W	51003072	DB	MCDONALD, W LOUIS	415	3,345.00	032BSRWR	15	1825	120	2-19-97	0
✓	51W	51003074	DB	MCDONALD, W LOUIS	415	3,345.00	029BSRWR	15	1825	122	2-19-97	0
✓	51W	51003093	DB	MCDONALD, W LOUIS	415	3,570.00	011BSRWR	2	1808	328	9-17-96	0
✓	51W	51004099	DB	MCDONALD, W LOUIS	415	3,020.00	014BSRWR	14	1932	206	3-31-98	0
✓	51W	51004175	DB	MCDONALD, W LOUIS	415	3,345.00	029BSRWR	7	1825	76	2-19-97	0
✓	51W	51004261	DB	MCDONALD, W LOUIS	415	3,345.00	031BSRWR	6	1859	432	7-17-97	0
✓	51W	51004649	DB	MCDONALD, W LOUIS	415	3,345.00	016ASRWR	26	1825	152	2-19-97	0
✓	51W	51005249	DB	MCDONALD, W LOUIS	415	3,345.00	033BSRWR	19	1825	212	2-19-97	0
✓	51W	51005250	DB	MCDONALD, W LOUIS	415	3,340.00	033BSRWR	51	1825	212	2-19-97	0
✓	51W	51005251	DB	MCDONALD, W LOUIS	415	3,345.00	024CSRWR	40	1871	341	8-14-97	0
✓	51W	51005300	DB	MCDONALD, W LOUIS	415	3,838.04	031CSRWR	51	1901	372	11-14-97	0
✓	51W	51006482	DB	MCDONALD, W LOUIS	415	3,020.00	018ASRWR	44	1912	605	2-13-98	0
✓	51W	51006772	DB	MCDONALD, W LOUIS	415	3,345.00	017DSRWR	47	1825	172	2-19-97	0
✓	51W	51006864	DB	MCDONALD, W LOUIS	415	3,345.00	016DSRWR	46	1825	198	2-19-97	0
✓	51W	51007453	DB	MCDONALD, W LOUIS	415	3,350.00	021ASRWR	8	1879	477	9-8-97	0
✓	51W	51008910	DB	MCDONALD, W LOUIS	415	3,063.50	026CSRWR	47	1834	181	3-29-97	0
✓	51W	51008923	DB	MCDONALD, W LOUIS	415	3,355.00	017CSRWR	2	1814	232	10-23-96	0
✓	51W	51009105	DB	MCDONALD, W LOUIS	415	3,345.00	015ASRWR	3	1912	611	2-13-98	0
✓	51W	51950132	DB	MCDONALD, W LOUIS	415	3,345.00	028BSRWR	14	1825	118	2-19-97	0
✓	51W	51990244	SS	MCDONALD, W. LOUIS	415	1,911.94	013ASRWR	39	200108710		5-11-01	0
		TOTAL WOLF RUN ACCOUNT BALANCES				530,764.38						

51W	51002933	DB	INC, GROUPWISE	415	1,635.00	031BSRWR	46	200212783	8-7-02	0
	WOLF RUN ACCOUNT BALANCE				1,635.00					
51S	51006180	PL	INC, GROUPWISE	390	395.03	054BSRSW	23	200411535	5-15-04	0
51S	51007155	AC	INC, GROUPWISE	390	0.00	053BSRSW	2			0
51S	51930236	AC	INC, GROUPWISE	390	395.00	047ASRSW	17	200412378	5-29-04	0
	SILVERWOODS ACCOUNT BALANCE				790.03			200402623	2-7-04	
	TOTAL GROUPWISE, INC. ACCOUNT BALANCES				5,520.03					

PUBLIC OFFERING STATEMENT
For
WOLF RUN MANOR
AT
TREASURE LAKE
1129 Treasure Lake
DuBois, PA 15801

Crown Resorts, Ltd.
Seller of Wolf Run Manor
PO Drawer 1568
Gautier, MS 39553

"THIS PUBLIC OFFERING STATEMENT CONTAINS IMPORTANT INFORMATION WHICH SHOULD BE CONSIDERED PRIOR TO ACQUIRING A TIMESHARE INTERVAL."

"THE STATEMENTS CONTAINED HEREIN ARE SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL DOCUMENTS AND OTHER ITEMS REFERENCED IN THIS PUBLIC OFFERING STATEMENT FOR MORE DETAILED INFORMATION."

"ORAL REPRESENTATIONS SHOULD NOT BE RELIED ON AS CORRECT STATEMENTS. REFER TO THIS DOCUMENT FOR CORRECT REPRESENTATIONS.

This contains important matters in purchasing a Timeshare Unit or Interval Ownership. The Buyer should read and understand all contracts and other sales material before purchasing a Timeshare Unit.

EXHIBIT "B-1"

WOLF RUN MANOR ASSOCIATION
FY 2005 BUDGET - OPERATING FUND

	Total Amount	Amount Per Week	
NON-DUES OPERATING INCOME	31,990	15.92	
OPERATING EXPENSES			
General Office	21,281	10.59	
Replacements	17,210	8.56	
Monthly Unit Services	149,023	74.16	
Cost/Rent of Equipment	4,440	2.21	
Reservations/Administration	60,511	30.11	
Recreation	40,354	20.08	
Housekeeping	80,875	40.25	
Building Maintenance	43,800	21.80	
Grounds Maintenance	26,000	12.94	
Vehicle Maintenance	1,800	0.90	
Management Fees	100,068	49.80	
Accounting/Collections	58,800	29.26	
POA Fees	36,544	18.19	
Professional Services	9,103	4.53	
Property & Misc Taxes	101,196	50.36	
Property/Liability Insurance	66,000	32.85	
Depreciation	7,188	3.58	
Total Operating Expenses	824,194	410.17	
NET OPERATING EXPENSE TO BE FUNDED	(792,204)	(394.25)	
Less: Member Dues, Net	792,204	394.25	**394.25**
NET OPERATING SURPLUS/(LOSS)	0	(0.00)	

FY 2005 BUDGET - RESERVE FUND

	Total Amount	Amount Per Week	
Reserve Dues Income	41,700	20.75	**20.75**
Reserve Expenditures	0	0.00	
NET RESERVE FUND CARRIED FORWARD	41,700	20.75	
COMBINED FUNDS - NET SURPLUS/(LOSS)	41,700	20.75	**415.00**

NOTE: This budget is for the period April 1, 2004 through March 31, 2005.

AMENDMENT TO THE DECLARATION OF INTERVAL OWNERSHIP OF WOLF RUN MANOR CORPORATION, SILVERWOODS ADDITION RECORDED IN CLEARFIELD COUNTY MISC. BOOK 927, PAGE 273

WHEREAS, Wolf Run Manor Corporation hereinafter called "Declarant" filed of record in the office of the Recorder of Deeds of Clearfield County in Miscellaneous Book 927, page 273 a certain Declaration of Interval Ownership hereinafter referred to as "Declaration" pertaining to a subdivision of a portion of Declarant's real property designated as the Silverwoods Addition which Declarant was the owner by virtue of a deed dated November 15, 1983 and recorded in Clearfield County Deed Book Volume 917, page 149; and

WHEREAS, the Unit Owners are desirous of making a certain amendment to exhibit "II" attached to the recorded Declaration as provided for in Article X of the Declaration that states the Declaration may be amended at any regular meeting of the Unit Owners called and convened in accordance with the By-Laws, by the affirmative vote of Voting Members present or by proxy casting not less than fifty-one percent (51%) of the total vote; and

WHEREAS, at a duly convened meeting of the Unit Members of the Association held on February 23, 2002 a majority of the voting members approved the amendment to exhibit "II" for the express purpose of correcting an error to the original attachment of the exhibit hereinafter recited; and

NOW, THEREFORE, the exhibit "II" of the Declaration is amended as follows on the attached exhibit labeled "AMENDED EXHIBIT II" and attached hereto and made a part hereof.

IN WITNESS WHEREOF, Silverwoods Association, Inc has caused a common and corporate seal to be affixed to these presents by the hand of its President, and duly attested to by its Secretary this 25th day of February 2002.

ATTEST:

BY: _____
Secretary

SILVERWOODS ASSOCIATION, INC.

BY: _____
President

SEAL

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200209967
RECORDED ON
Jun 24, 2002
12:46:24 PM
Total Pages: 7

RECORDING FEES - $19.00
RECORDER
COUNTY IMPROVEMENT $2.00
FUND
RECORDER
IMPROVEMENT FUND $3.00
STATE WRIT TAX $0.50
TOTAL $24.50
CUSTOMER
NOTICE RESORT PROPERTIES

STATE OF PENNSYLVANIA

COUNTY OF CLEARFIELD

WOLF RUN MANOR TOWNHOUSES
DECLARATION OF INTERVAL OWNERSHIP
TREASURE LAKE
DUBOIS, PENNSYLVANIA

This Declaration and by-laws which are attached hereto and made a part hereof, is made and executed this the 18th day of SEPTEMBER, 1981, by Wolf Run Manor Corp., a Pennsylvania corporation hereinafter referred to as "Wolf Run", for itself, its successors, and grantees.

WITNESSETH

WHEREAS, Wolf Run is the owner of the fee simple title to the real property located in Sandy Township, Clearfield County, Pennsylvania as more particularly described and set forth as townhouse property in the Survey Exhibits attached hereto as "Exhibit I", which are made a part hereof as though fully set forth herein, said townhouse property referred to as the "land"; and

WHEREAS, it is the intention of Wolf Run to submit the property to interval ownership and sell and convey the same to various purchasers, subject to the covenants, conditions, restrictions and by-laws provisions, herein provided and reserved to be kept and observed; and

WHEREAS, Wolf Run desires and intends by following this Declaration and the Exhibits attached hereto to submit the property to interval ownership and to impose upon said property mutually beneficial restrictions under a general plan of improvement for the benefit of said property and the owners thereof.

NOW THEREFORE, Wolf Run does hereby publish and declare that all the property referred to above and as set out and described on the Exhibits hereto is held and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved as Interval Ownership units and approved subject to the following covenants, conditions, restrictions, uses, limitations, declarations and obligations, all of which are declared and agreed to in furtherance of a plan for the improvement of said property and the divisions thereof into townhouse units (hereinafter defined) and the same shall be deemed to run with the land and shall be a burden and a benefit to Wolf Run, its successors, grantees and assigns, and any persons acquiring or owning an interest in the property, their grantees, and successors, heirs, devisees, assigns and personal representatives.

I.

Definitions

As used in this Declaration of Interval Ownership, and By-laws and Exhibits attached hereto, and all amendments thereof, unless the contracts otherwise provide, the following definitions shall prevail:

A. Declaration of Interval Ownership means this instrument as it may, from time to time, be amended.

B. Association means Wolf Run Manor Association and it is responsible for the operation of the timesharing unit. During any period when a management agreement is in effect, any rights and responsibilities of the association shall also be the right and responsibility of management firm under said management agreement.

C. By-laws means the by-laws of the association, as they exist from time to time.

D. Common expenses means the expenses for which the unit owners are liable as designated by the Association, including but not limited to membership fees, assessments, maintenance fees, which may include capital replacements, taxes, insurance, utilities, maid service, operational cost, sinking fund and other related expenses.

E. Common surplus means the excess of all receipts of the Association over and above the amount of common expenses.

F. Expenses means a share of the funds required for the payment of emergency expenses which, from time to time, are assessed against the unit owners.

G. Townhouse means a house whose sidewalls abut the sidewalls of a house on the adjacent lot. Each owner owns the outside walls of his house and the entire lot is owned by the owners of the house.

H. Unit owner or owner of a unit, means the owner of a townhouse.

I. Wolf Run means Wolf Run Corporation, a Pennsylvania Corporation, its successors and assigns.

J. Institutional mortgagee means a bank, savings and loan association, insurance company or union pension fund authorized to do business in the United States of America, an agency of the United States government, a real estate or mortgage investment trust, or a lender generally recognized in the community as an institutional type lender.

K. Mortgage shall mean a deed of trust as well as a mortgage and a Mortgagee shall mean the beneficiary under or holder of a deed of trust as well as a mortgage.

L. Occupant means a person or persons other than the unit owner in possession of the unit.

M. Timesharing documents means this Declaration, the by-laws and all exhibits annexed hereto, as the same may be amended from time to time.

N. Board of administration or board of directors means the representative body responsible for the administration of the association.

O. Interval ownership is a concept whereby units are conveyed for periods of time, the purchaser receiving a dated time period for a period of years, together with a remainder over in fee simple as tenant in common with all other purchasers of unit weeks in such townhouse units in the year 2030.

P. Unit week means a period of ownership in a townhouse committed to interval ownership. Unit weeks are computed as follows: Unit week One is the seven (7) days commencing on the first day in each year as delineated in Exhibit II attached hereto. Unit Week Two is the seven (7) days exceeding additional weeks up to and including Unit Week 52 and are computed in the like manner. Unit Week 52 contains the seven days preceding the end of Unit Week 51 without regard to the month or year. Unit Week 53 contains any excess days. Unit weeks run from 5:00 P.M. on the first day of the period to 10:00 A.M. on the last day of the period or as otherwise amended by Exhibit II.

Q. Common surplus means the excess of all receipts of the association, including but not limited to, assessments, rents, profits and revenues on account of the common element, over and above the common expenses.

R. Timesharing property means and includes the land in a timesharing unit, whether or not contiguous and all improvements thereon and all easements and rights appurtenant thereto, intended for use in connection with the timesharing unit.

S. Assessment means a share of the funds required for payment of emergency expenses, which, from time to time, may be assessed against the owners.

T. Unit or Townhouse Unit refers therein to each of the separate and identified Townhouse buildings delineated in the Survey attached to the Declaration as Exhibit I.

II.

NAME

The name by which these townhouse are to be identified shall be "Wolf Run Manor".

III.

COMMITTING A UNIT TO INTERVAL OWNERSHIP

A unit shall become a unit committed to Interval Ownership upon the recording of a declaration by Wolf Run which commits said unit to interval ownership. No unit may be committed to Interval Ownership by any person, or other entity other than Wolf Run. A unit will no longer be committed to Interval Ownership any time all unit weeks are owned by the same legal entity. Notwithstanding the above, Wolf Run may assign its rights to commit units to any other entity to which it conveys substantially all units which it owns in the Townhouse property.

IV.

IDENTIFICATION OF UNITS

The Townhouse property consists essentially of all units and other improvements as set forth in Exhibit I attached hereto and for purpose of identification, all units located on said Townhouse property are given identifying numbers and are delineated on the Survey Exhibits, collectively identified as "Exhibit I", hereto attached and made a part of this Declaration. No unit bears the same identifying number as does any other unit. The aforesaid identifying number as to the unit is also the identifying number as to the Townhouse parcel. The said Exhibit I, also contains a survey of the land, graphic description of the improvements, and a plot plan and, together with this Declaration, they are in sufficient detail to identify the location, dimensions and size of the common elements and of each unit, as evidenced by the Certificate of the Registered Land Surveyor hereto attached. The legend and notes contained with the said Exhibit are incorporated herein and made a part hereof by reference.

V.

INDENTIFICATION OF UNITS COMMITTED TO INTERVAL OWNERSHIP

Wherever the term "Unit Owner" or "Unit Owners" is used anywhere within the context of this Declaration or any Amendment or Supplementary Declaration hereto, it shall be construed to include all owners of unit weeks within any unit committed to interval ownership as one unit owner.

VI.

VOTING RIGHTS

Each interval owner shall be entitled to one vote for each Unit Week owned. An interval owner may vote by means of a proxy.

VII.

COMMON EXPENSE AND COMMON SURPLUS

The common expenses of the Townhouses, including the obligation of each unit owner under the Management Agreement attached to this Declaration, shall be shared by the unit owners, as specified and set forth in Exhibit III. The foregoing ratio of sharing common expenses and assessments shall remain, regardless of the purchase price of the Townhouse, their location, or the building square footage included in each Townhouse.

Any common surplus of the Association shall be owned by each of the unit owners in the same proportions as their percentage ownership interest in the Townhouses - any common surplus being the excess of all receipts of the Association from these Townhouses, over the amount of the common expenses of the Townhouses.

VIII.

MAINTENANCE FEE FOR UNITS COMMITTED TO INTERVAL OWNERSHIP

All owners of Unit Weeks in Units committed to Interval Ownership shall pay a "maintenance fee". The maintenance fee shall include the following:

The particular Unit Week Owner's share of common expenses, as set forth in Paragraph VII above;
Repair and upkeep of Units for normal wear and tear (example - repainting interior walls);
Repair and replacement of furniture, fixtures, appliances, carpeting and utensils;
Casualty and/or liability insurance on the Unit;
Capital expenditures
Utilities for the subject Unit;
Personal property, real estate, and any other applicable taxes;
Any other expenses incurred in the normal operations and maintenance of the Unit which cannot be attributed to a particular Unit Week Owner. (For example - management fee)

The maintenance fee shall be prorated among all Owners of Unit Weeks. The foregoing shall not apply to any Unit Week conveyed to the Association. Resort or its designated assignee shall have the right to levy a lien for any unpaid fees, dues, and assessments and taxes.

IX.

MAINTENANCE WEEK IN UNITS COMMITTED TO INTERVAL OWNERSHIP

Upon conveying fifty (50) Unit Weeks in any Unit committed to Interval Ownership, or six (6) months from the date of the first conveyance under Interval Ownership in any Unit committed to Interval Ownership, whichever date comes first, Wolf Run agrees to convey and the Association agrees to accept up to two unit weeks to be used for maintenance purposes. Wolf Run shall have the right to choose the Unit Week(s) to be so conveyed. In the event any one person, or other legal entity becomes holder of record title to all unit weeks in any one unit that person, or other legal entity, may cause the Association to convey said unit weeks conveyed to the Association to it by notifying the Association, in writings, of its desire that said unit cease being a unit committed to interval ownership. The Association shall execute the necessary papers to complete said conveyance no later than sixty (60) days after notice. All expenses of said conveyance, including state stamps and recording fees, shall be borne by the person, or other legal entity, desiring such conveyance.

X.

METHOD OF AMENDMENT OF DECLARATION

This Declaration may be amended at any regular or special meeting of the Unit Owners, called and convened in accordance with the By-Laws, by the affirmative vote of Voting Members present or by proxy casting not less than fifty-one percent (51%) of the total vote.

All Amendments shall be recorded and certified. Subject to the provisions of Article VII, no Amendment shall change any Townhouse Unit's proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any Unit, unless the record Owners(s) thereof, and all record Owners of mortgages or other voluntarily placed liens thereon, shall join in the execution of the Amendment. No Amendment shall be passed which shall impair or prejudice the rights and priorities of any mortgages or change the provisions of this Declaration with respect to Institutional Mortgages without the written

approval of all Institutional Mortgages of record, nor shall the provisions of Article XV of this Declaration be changed without the written approval of all Institutional Mortgagees of record.

No amendment shall change the rights and privileges of Wolf Run without Wolf Run's written approval.

Wolf Run, so long as it owns more than twenty-five percent (25%) of the Townhouses or Unit Weeks in the Townhouse, reserves the right at any time to amend the Declaration, as may be required by any lending institution or public body or in such manner as Wolf Run may determine to be necessary to carry out the purposes of the project provided that such Amendment shall not increase the proportion of common expenses borne by the Townhouse Owners.

XI.

BY-LAWS

The operation of the Townhouse property shall be governed by the By-Laws of the Association. (Exhibit IV)

No modification of or Amendment to the By-Laws of said Association shall be valid unless set forth in or annexed to a duly recorded Amendment to this Declaration. The By-Laws may be amended in the manner provided for therein, but no Amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any Townhouse, or which would change the provision of the By-Laws with respect to Institutional Mortgages without the written approval of all Institutional Mortgagees of record. No Amendment shall change the rights and privileges of Wolf Run without Wolf Run's written approval. Any Amendment to the By-Laws, as provided herein, shall be executed by the parties as required in this Article and in Article X above.

XII.

THE OPERATING ENTITY

The operating entity of the Townhouses shall be the Association. The said association upon agreement of its board of directors shall have the right to assign its obligations of management, maintenance and collection of common expenses and all the other management functions of the association to an acceptable management agent. The said association, or its designated assignee shall have all the powers and duties granted to or imposed upon it by this Declaration and the By-Laws of the Association, and all of the powers and duties necessary to operate the Townhouses, as set forth in this Declaration and the By-Laws, and as they may be amended from time to time.

XIII.

Maintenance Fees, Assessments, Membership Fees, Recreation Fee

Maintenance Fees.

The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sum or sums necessary and adequate as maintenance fees to provide for the common expenses of the Townhouse. The maintenance fees shall be levied against each Townhouse Unit Owner as provided for in Article VII of this Declaration. The maintenance fee shall be due and payable annually (if the interval ownership is not financed by seller). Maintenance fees are due and payable monthly on installment transactions. Due dates shall be determined by the Board of Directors of Wolf Run Manor Association or its designated assignee. Maintenance fees that are unpaid for over ten (10) days after due shall bear interest at the rate of ten percent (10%) per annum from due date until paid, and at the sole discretion of the Board of Directors, a late charge of twenty five dollars shall be due and payable. Monthly bills for the same shall not be mailed and delivered to Unit owners. Maintenance fees for units committed to interval ownership shall be due and payable annually or as determined by the association.

Assessments.

Assessments for emergency purposes upon showing of good cause, may also be levied by the association through its Board of Directors. This assessment shall be due and payable as determined by the Board of Directors of Wolf Run Manor Association or as designated assignee.

Assessments that are unpaid for over ten (10) days after due shall bear interest at the rate of ten percent (10%) per annum from due date until paid, and at the sole discretion of the Board of Directors, a late charge of twenty five dollars shall be due and payable. Assessments for emergency purposes may also be levied by the Association by its Board of Directors. The assessments shall be due and payable as determined by the Board of Directors of the Association.

Membership Fee.

The membership fee is that fee levied against the interval owner in exchange for the use of any amenities controlled by Treasure Lake Property Owners Association, Inc. This fee is contained in the amount that the interval owner pays to Wolf Run Manor Association which in turn pays that portion of fee on behalf of the interval owner.

The Association, or its designated assignee shall have a lien on each Townhouse Unit Week for unpaid assessments, maintenance fee and membership fee together with interest thereon, against the Unit Owner of such Townhouse, together with a lien on all tangible personal property located within said Unit, except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record. Reasonable attorneys' fees incurred by the Association incident to the collection of such assessments, maintenance fee and membership fee or the enforcement of such lien, together with all sums advanced and paid by the Association for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association, in order to preserve and protect its lien, shall be payable by the Unit Owner and secured by such lien. The Board of Directors, may take such action as it deems necessary to collect assessments, maintenance fee and membership fee by personal action or by enforcing and foreclosing said lien, and may settle and compromise the same if deemed in its best interest. Said lien shall be effective as and in the manner provided for by law. The Association, shall be entitled to bid at any sale held pursuant to a suit to foreclose such lien, and to apply as a cash credit against its bid, all sums due, as provided herein, covered by the lien enforced. In case of such foreclosure, the Unit Owner shall be required to pay a reasonable rental for the Townhouse for the period of time said Townhouse is occupied by the Unit Owner or anyone by, through or under said Unit Owner, and Plaintiff in such foreclosure shall be entitled to the appointment of a Receiver to collect same from the Unit Owner and/or Occupant.

In the case of a lien against an Owner of Unit Weeks in a Unit committed to Interval Ownership, said lien shall be limited to the Unit Weeks owned by said Owner and shall not encumber the property, real or personal, of any other Owner of Unit Weeks in said Unit.

Where the Mortgagee of an Institutional First Mortgage of record, or other purchaser of a Townhouse, obtains title to a Townhouse as a result of foreclosure of the Institutional First Mortgage, or when an Institutional First Mortgagee of record accepts a Deed to said Townhouse in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the shares of maintenance fees or assessment by the Association pertaining to such Townhouse, or chargeable to the former Unit Owner of such Townhouse, which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such Deed in lieu of foreclosure. Such unpaid share of maintenance fees or assessments shall be deemed to be common expenses collectible from all of the Unit Owners, including such acquirer, his successors and assigns.

Any person who acquires an interest in an Unit, except through foreclosure of an Institutional First Mortgage of record, or by virtue of an Institutional First Mortgagee accepting a Deed to a Townhouse in lieu of foreclosure, as specifically provided hereinabove including, without limitation, persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy of the Unit or enjoyment of the Common Elements until such time as all unpaid assessments and maintenance fee due and owing by the former Unit Owners have been paid. The Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments and maintenance fee to Wolf Run, or to any Unit Owner or group of Unit Owners, or to any third party.

Recreation Fee

The recreation fee is that fee levied against the interval owner in exchange for use of any amenities owned by Recreation Land Corporation. This fee is contained in the amount that the Interval Owner pays to Wolf Run Manor Association which in turn pays that portion of the fee on behalf of the interval owner. A Unit Owner, Unit Owner's spouse and Unit Owner's children, age 25 years and under living at home, shall be entitled to year around use of the recreational facilities.

Failure of an interval owner to pay any fee or assessment may preclude said interval owner from the use of any recreational facilities.

XIV.
INSURANCE PROVISIONS

I. Insurance

A. Purchase of Insurance: The Association shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance insuring all of the insurable improvements within the Townhouse, together with such other insurance as the Association deems necessary in and for the interest of the Association, all Unit Owners and their Mortgagees as their interest may appear, in an amount which shall be equal to the maximum insurable replacement value as determined annually; and the premiums for such coverage and other expenses in connection with said insurance shall be assessed against the Unit Owners as part of the common expense. The named insured shall be the Association, individually and as Agent for the Unit Owners, without naming them, and as Agent for their Mortgagees.

Provision shall be made for the issuance of Mortgagee endorsements and memoranda of insurance to the Mortgagees of Unit Owners. Such policies shall provide that payments for losses thereunder by the insurer shall be made to the insurance trustee hereinafter designated, and all policies and endorsements thereon shall be deposited with the insurance trustee. Unit owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense.

B. Coverage:

(1) Casualty. All Townhouse buildings shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and all personal property included in the Townhouse shall be insured for its value, all as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:

(a) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and

(b) Such other risks as from time to time shall be customarily covered with respect to Townhouses including but not limited to vandalism and malicious mischief.

(2) Public Liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association and with cross liability and endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner.

(3) Insurance on Units Committed to Interval Ownership. The Board of Directors of the Association, shall obtain casualty and liability insurance, as needed, on all Units committed to Interval Ownership. Each such policy shall reflect the respective interest of the Association, and all Owners of Unit Weeks in each Unit. Casualty insurance shall be in an amount equal to the maximum insurable replacement value of the Unit and the personal property therein without deduction for depreciation as determined annually by the Board of Directors of the Association. The premiums shall be a part of the maintenance fee. All losses thereunder shall be payable to the Insurance Trustee hereinafter designated. All such proceeds shall be used for the purpose of repair or replacement of any loss, or in the event such loss is not to be repaired or replaced, as determined elsewhere, to be divided among all Owners of Unit Weeks in such Unit in accordance with their percentage interest in remainder. Any deficit or overage in such proceeds, after repair or replacement, shall be divided among all such Owners of Unit Weeks in that Unit. Deficits shall be treated as a prorated assessment and billed to each Unit Owner.

(4) Workmen's Compensation policy to meet the requirements of law.

(5) Such other Insurance as the Board of Directors of the Association shall determine from time to time desirable.

C. Premiums: Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

D. Insurance Trustee; Shares of Proceeds: All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their Mortgagees, as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the insurance trustee, which shall be designated by the Board of Directors and which shall be any bank or trust company in Pennsylvania. The insurance trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein and for the benefit of the Unit Owners and their Mortgagees in the following shares, but which shares need not be set forth on the records of the insurance trustee:

(1) Townhouses. Proceeds on account of damage to Units shall be held in the following undivided shares:

(a) When the Building is to be Restored - For the Owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner, which cost shall be determined by the Association.

(b) When the Building is Not to be Restored - A share for each Unit Owner, equal to the percentage of ownership of Unit Weeks owned against the total number of Unit Weeks committed to Interval Ownership of that particular Townhouse.

(2) Mortgagees. In the event a mortgage endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the Mortgagee and the Unit Owner as their interests may appear; provided, however, that no Mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no Mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions thereof made to the Unit Owner and Mortgagee pursuant to the provisions of this Declaration.

E. Distribution of Proceeds: Proceeds of insurance policies received by the insurance trustee shall be distributed to or for the benefit of the beneficial Owners in the following manner:

(1) Expense of the Trust. All expenses of the insurance trustee shall be first paid or provision made therefor.

(2) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial Owners. Remittance to Unit Owners and their Mortgagees being payable jointly to them. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by such Mortgagee.

(3) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds, shall be distributed to the beneficial Owners, remittances to Unit Owners and their Mortgagees being payable jointly to them. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by such Mortgagee.

(4) Certificate. In making distribution to Unit Owners and their Mortgagees, the insurance trustee may rely upon a certificate of the Association made by its President and Secretary as to the names of the Unit Owners and their respective shares of the distribution.

F. Association as Agent: The Association is hereby irrevocably appointed Agent for each Unit Owner and for each Owner of a mortgage or other lien upon a Unit and for each Owner of any other interest in the Townhouse to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

G. Notice of Insurance Coverage: In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owners, the Association will give Notice of the exposure within a reasonable time to all Unit Owners who may be exposed to the liability and they shall have the right to intervene and defend.

H. Inspection of Insurance Policy: A copy of each insurance policy obtained by the Association shall be made available for inspection by Unit Owners at reasonable times.

II. RECONSTRUCTION OR REPAIR AFTER CASUALTY

A. Determination to Reconstruct or Repair: If any part of the Townhouse shall be damaged by casualty, whether it shall be reconstructed or repaired shall be determined in the following manner:

(1) Lesser Damage - If the damaged townhouse is found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired unless within 60 days after the casualty, it is determined by Agreement in the manner elsewhere provided that the Townhouse Interval Ownership status shall be terminated.

(2) Major Damage - If the damaged Townhouse is found by the Board of Directors to be not tenantable, then the damaged Townhouse will not be reconstructed or repaired and Townhouse Interval Ownership will be terminated without Agreement as elsewhere provided, unless within 60 days after the casualty, the Owners agree in writing to such reconstruction or repair.

(3) Certificate. The insurance trustee may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

B. Plans and Specifications: Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, portions of which are attached hereto as Exhibits; or if not, then according to plans and specifications approved by the Board of Directors of the Association.

C. Responsibility: If the damage is only to those parts of one Townhouse Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

D. Estimates of Costs: Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable detailed estimates of the cost to rebuild or repair.

E. Assessments: The amount by which an award of insurance proceeds to the insurance trustee is reduced on account of a deductible clause in an insurance policy shall be assessed against all Unit Owners in proportion to their number of Unit Weeks owned. If the proceeds of such assessments and of the insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if any time during reconstruction and repair or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstructions and repair are insufficient, assessments shall be made against the Unit Owners of that Townhouse, in sufficient amount to provide funds for the payment of such costs. Such assessments amount to provide funds for damage to Townhouse shall be in proportion to the cost of reconstruction and repair of their respective Units.

F. Construction Funds: The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the insurance trustee and funds collected by the Association from assessments against Unit Owners, shall be disbursed in payment of such costs in the following manner:

(1) Association. If the total assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair which is the responsibility of the Association is more than $5,000.00, then the sums paid upon such assessments shall be deposited by the Association with the insurance trustee. In all other cases, the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

(2) Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the insurance trustee by the Association from collections of assessment against Unit Owners on account of such Casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(a) Association - Lesser Damage - If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than $5,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the insurance trustee by a Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund. Such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(b) Association - Major Damage - If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than $5,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association or upon approval of an architect qualified to practice in Tennessee and employed by the Association to supervise the work.

(c) Unit Owner - The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Unit Owner shall be paid by the insurance trustee to the Unit Owner, or if there is a mortgage endorsement as to such Unit, then to the Unit Owner and Mortgagee jointly, who may use such proceeds as they may be advised.

(d) Surplus - It shall be presumed that the first monies disbursed in payment of costs and reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial Owners of the fund in the manner elsewhere stated;

Except, however, that the part of a distribution to a beneficial Owner which is not in excess of assessments paid by such Owner into the construction fund shall not be made payable to any Mortgagee.

(e) Certificate - Notwithstanding the provisions herein, the insurance trustee shall not be required to determine whether or not sums paid by Unit Owners upon assessments shall be deposited by the Association with the insurance trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the assessments paid by Owners. Instead, the insurance trustee may rely upon a certificate of the Association, made by its President and Secretary, as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the name of the payee and the amount to be paid; provided, that when a Mortgagee is herein required to be named as payee, the insurance trustee shall also name the Mortgagee as a payee of any distribution of insurance proceeds to a Unit Owner; and further provided that if the Association or a Mortgagee which is the beneficiary of an insurance policy, the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

XV.
USE AND OCCUPANCY

A. Residential Use Restriction: The Owner of a Townhouse shall occupy and use his Townhouse as a single family private dwelling for himself and the members of his family, his social guests, lessees, licensees and invitees. Notwithstanding the foregoing, nothing in this Declaration shall be construed to restrict Wolf Run, or any successor in interest to Wolf Run, from selling and or conveying any unit under a plat of Interval Ownership, or any person, group of persons, corporation, partnership, or other entity, from selling, reconveying, or any other way, transferring same, at any time under said plan of Interval Ownership.

B. Prohibited Acts: The Unit Owner shall not permit or suffer anything to be done or kept in his Unit which will increase the rate of insurance in the Condominium property, or which will obstruct or interfere with the rights of other Unit Owners, or annoy them by unreasonable noises, or otherwise, nor shall the Unit Owners commit or permit any nuisance, immoral or illegal acts in or about the Townhouse property.

C. Animals or Pets: No animals or pets of any kind shall be kept in any unit or on any property of the townhouse except subject to some Rules and Regulations as may be adopted by the Board of Directors for the keeping of said pets; provided that such house pets causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property subject to these restrictions upon three (3) days written notice from the Management Firm or the Board of Directors of the Association. Once permission is granted, as provided in this paragraph, it may not be withdrawn or terminated unless such house pet has caused or created a nuisance or unreasonable disturbance as provided in this paragraph.

D. Restrictions on Alterations: The Owner of a Unit shall not cause anything to be affixed or attached to, hung, displayed or placed, on the exterior walls, doors or windows of the Townhouse, nor shall they cause any type of ground coverage to be installed nor shall they grow any type of plant, shrubbery, flower, vine or grass outside their Unit, nor shall they cause awnings or storm shutters, screens, enclosures and the like to be affixed or attached to any Units, nor shall they place any furniture or equipment outside their Unit except with the prior written consent of the Board of Directors and further, when approved, subject to the Rules and Regulations adopted by the Board of Directors. No clothes lines or similar device shall be allowed on any portion of the Townhouse property, nor shall clothes be hung anywhere except where designated by the Board of Directors of the Association.

E. Holdover Interval Owners: In the event any Owner of a Unit Week in a Townhouse committed to Interval Ownership fails to vacate his Unit at the expiration of his period of Ownership each year, or at such earlier time as may be fixed by the Rules and Regulations adopted by the Association from time to time, he shall be deemed a "holdover owner". It shall be the responsibility of the Association to take such steps as may be necessary to remove such holdover Owner from the Unit, and to assist the Owner of any subsequent Unit Week, who may be affected by the holdover Owner's failure to vacate, to find alternate accommodations during such holdover period.

In addition to such other remedies as may be available to it, the Association or its designated assignee shall secure, as its expense, alternate accommodations for any Owner who may not occupy his Unit due to the failure to vacate of any holdover Owner. Such accommodations shall be as near in value to the Owner's own Unit as possible. The holdover Owner shall be charged a sum equal to three times the cost of such alternate accommodations, any other costs incurred due to his failure to vacate, and an administrative fee of $50.00 per day during his period of holding over. In the event it is necessary that the Association contract for a period greater than the actual period of holding over, in order to secure alternate accommodations as set forth above, the entire period shall be the responsibility of the holdover Owner, although the $50.00 per day administrative fee shall cease upon actual vacating by the holdover Owner.

The Association shall subinit a bill to the holdover Owner in accordance with this paragraph. In the event the holdover Owner fails to pay same within ten (10) days of the date of same, a lien shall be filed against said holdover Owner's Unit Weeks in accordance with the provisions of Article XIV hereof.

The above provisions of Article XVI, E, shall not abridge the Association's right to take such other action as is provided by law including, but not limited to, eviction proceedings.

XVI.

MAINTENANCE AND ALTERATIONS

A. The Board of Directors of the Association may enter into a Contract with any firm, person or Corporation, or may join with other Property Owner Associations and entities in contracting for the maintenance and repair of the Townhouse property and other type properties, and may contract or may join with other Property Owner Associations in contracting for the management of the Townhouse property and other type properties, and may delegate to the Contractor or Manager all the powers and duties of the Association, except such as are specifically required by this Declaration, or by the By-Laws, to have the approval of the Board of Directors or the membership of the Association. The Contractor or Manager may be authorized to determine the budget, recommend assessments for emergency purposes and collect maintenance fee, as provided by this Declaration, By-Laws, and exhibits to the Declaration.

B. Each Owner of a Townhouse not committed to Interval Ownership agrees as follows:

(1) To maintain in good condition and repair his Townhouse and all interior and exterior surfaces within or surroundin

his Townhouse (such as the surfaces of the walls, ceilings, floors, roofs) and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his Townhouse.

(2) Not to make or cause to be made any structural addition, alteration, decoration, repair, replacement or change to any outside or exterior portion of the building whether within a Unit without the prior written consent of the Board of Directors of the Association.

C. Each Owner of Unit Weeks in a Townhouse committed to Interval Ownership agrees:

(1) To pay his proportionate share of the cost of the maintenance and repair of all interior and exterior components of said Townhouse, the cost of maintenance, repair and replacement of all appliances, furniture, carpeting, fixtures, equipment, utensils, and other personal property within said Unit, and such other cost of repair, maintenance, upkeep and operation of the Unit as is necessary to the continued enjoyment of said Unit by all said Owners of Unit Weeks therein.

(2) Not to make, cause, or allow to be made, any repairs, modifications, alterations, or replacements to the outside or exterior portion of the Townhouses, or of the furnishings, appliances, personal property or decor thereof, without the prior written consent of the Board of Directors of the Association, and all other Owners of Unit Weeks therein.

(3) Expenses of repairs or replacements to the Unit or its components, furnishing, carpeting, appliances, or other property, real, personal, or mixed, occasioned by the specific use or abuse of any Owner of Unit Weeks in any Unit, or any licensee or tenant of said Owner, shall be borne in their entirety by said Owner.

(4) The Association, shall determine the interior color scheme, decor and furnishing, of each such Townhouse, as well as the proper time for redecorating and replacements thereof.

D. All Owners of Townhouses, including Owners of Unit Weeks in Townhouse committed to Interval Ownership, agree as follows:

(1) To allow the Board of Directors, or the agents or employees of any Management Firm or the Association, to enter into any Unit for the purpose of maintenance, inspection, repair, replacement of the improvements within the Units, or to determine in case of emergency, circumstances threatening Units, or to determine compliance with the provisions of this Declaration and the By-Laws of the Association.

(2) To show no signs, advertisements or Notices of any type on his Unit, and to erect no exterior antenna or aerials, except as consented to by the Board of Directors of the Association.

E. In the event the Owner of a Townhouse Unit fails to maintain the said Unit as required herein, or makes any alterations or additions without the required written consent, or otherwise violates or threatens to violate the provisions hereof, the Association, shall have the right to proceed in a Court of equity for an injunction to seek compliance with the provisions hereof. In lieu thereof and in addition thereto, the Association shall have the right to levy an assessment against the Owner of a Townhouse Unit, and the Unit, for such necessary sums to remove any unauthorized addition or alteration and to restore the property to good condition and repair. Where said failure, alteration, addition, or other violation is attributable to an Owner of Unit Weeks in a Townhouse Unit committed to Interval Ownership, any such levy of an assessment shall be limited to the Unit Weeks owned by said Owner of Unit Weeks and shall be of no force and effect as to any other Owner of Unit Weeks in said Unit.

Said assessment shall have the same force and effect as all other special assessments. The Association, shall have the further right to have its employees or agents, or any subcontractors appointed by it, enter a Unit at all reasonable times to do such work as is deemed necessary by the Board of Directors of the Association, to enforce compliance with the provisions hereof.

F. The Association, shall determine the exterior color scheme, and interior color scheme of the Townhouses, and shall be responsible for the maintenance thereof, and no Owner shall paint an exterior wall, door, window, or any exterior surface, or replace anything thereon or affixed thereto, without the written consent of the Board of Directors of the Association.

G. Notwithstanding the Unit Owner's duty of maintenance, repair, replacement and the other responsibilities as to his Unit, as is provided in this Declaration and Exhibits attached thereto, the Association, may enter into an Agreement with such firms or companies as it may determine to provide certain services and/or maintenance and service are provided on a regularly scheduled basis for air conditioning maintenance and service and appurtenances thereto, exterminating services and other types of maintenance and services as the Association deems advisable and for such period of time and on such basis as it determines. Said Agreements shall be on behalf of all Unit Owners and the monthly assessment due from each Unit Owner for common expenses shall be increased by such sum as the Association deems fair and equitable under the circumstances in relation to the monthly charge for said maintenance or service. Each Unit Owner shall be deemed a party to said Agreement as if he had executed said Agreement as the Agent for the Unit Owners. The aforesaid Assessment shall be deemed to be an

assessment under the provisions of Article XIV of this Declaration.

XVII.

TERMINATION

It is understood that in the year 2030, the purchasers of Townhouses committed to Interval Ownership shall become tenants in common. The Board of Directors of the Association shall, no less than 30 days, nor more than 60 days prior to the actual date of such conversion to tenancy in common, call a meeting of all Owners of Unit Weeks in Townhouses committed to Interval Ownership. At such meeting, a vote shall be taken to decide the disposition of the Units committed to Interval Ownership. A quorum at such meeting shall be a majority of the total outstanding votes of all Owners of Unit Weeks in Townhouse committed to Interval Ownership. At such meeting the owners, or proxy votes of owners by a majority vote, may vote to continue their intervals, in which case the restrictive covenants set forth below will be adopted as covenants running with the land for a period of ten (10) years. The Board of Directors of the Association shall, no less than 30 days, nor more than 60 days prior to the actual expiration of said ten year period, call a meeting of all Owners of Unit Weeks in Units committed to Interval Ownership. A quorum at such meeting shall be a majority of the total outstanding votes of all Owners of Unit Weeks in Units committed to Interval Ownership. The Owners may then vote to continue the intervals for an additional 10 year period. This process shall be repeated as the end of each successive 10 year period approaches. Should less than a majority of the Owners vote to continue the intervals at any such meeting, then the Board of Directors of the Association shall file suit in a Court of competent jurisdiction in Clearfield County, Pennsylvania, for partition of the Townhouses.

In the event the Owners vote to continue their Unit Weeks as provided above, then each Owner shall have the exclusive right to occupy his Townhouse, (and, in the case of Developer, during all Unit Weeks not theretofore conveyed, and to authorized others so to do, together with the non-exclusive right in common with all other Owners, but only when acting through the Association) to maintain and repair the Units during maintenance weeks. No Owner shall occupy his Unit, or exercise any other rights of Ownership in respect of his Townhouse other than the rights herein provided to him, during any other Unit Weeks unless expressly so authorized by the Owner entitled to occupy the Unit during such Unit Weeks or during any maintenance week except when acting through the Association. Each Owner shall keep his Townhouse and all furnishings in good condition and repair during his Unit Weeks, vacate the Townhouse at the expiration of his Unit Weeks, remove all persons and property therefrom excluding only furnishing, leave the Unit in good and sanitary condition and repair, and otherwise comply with such reasonable checkout and other procedures as may from time to time be contained in rules promulgated by the Association.

No Owner or other person or entity acquiring any right, title or interest in an Townhouse Unit shall seek or obtain through any legal procedures, judicial partition of the Unit or sale of the Unit in lieu of partition at any date prior to the expiration of each successive ten (10) year period voted by a majority of Owners. If, however, any Unit Weeks shall be owned by two or more persons as tenants-in-common or as joint tenants, nothing herein contained shall prohibit a judicial sale of the Unit Weeks in lieu of partition as between such co-tenants or joint tenants.

XVIII.

MANAGEMENT AGREEMENT

A. Wolf Run Manor Association has entered into a Management Agreement. (Exhibit III)

The association has delegated to the management firm the power of the Association, through its Board of Directors, to determine the budget, levy and collect the maintenance fee for common expenses; assess and collect assessment; and monitor the collection of membership fees. Each Townhouse Unit Owner, his heirs, successors and assigns, shall be bound by said Management Agreement for the purposes therein expressed, including, but not limited to:

(1) Adopting, ratifying, confirming and consenting to the execution of said Management Agreement by the Association.

(2) Covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by Unit Owners in the cases provided therefor in said Management Agreement.

(3) Ratifying, confirming and approving each and every provision of said Agreement, and acknowledging that all of the terms and provisions thereof are reasonable.

(4) Agreeing that the persons acting as Directors and Officers of the Association entering into such an Agreement have not breached any of their duties or obligations to the Association.

(5) It is specifically recognized that some or all of the persons comprising the original Board of Directors of the Association, are or may be stockholders, Officers and Directors of the Management Firm, and that such circumstances shall not and cannot be construed or considered as a breach of their duties and obligations to the Association, nor as possible grounds to

invalidate such Management Agreement, in whole or in part.

(6) The acts of the Board of Directors and Officers of the Association in entering into the Management Agreement be and the same are hereby ratified, approved, confirmed and adopted.

XIX.

MISCELLANEOUS PROVISIONS

A. No Owner of a Townhouse may exempt himself from liability for his contribution toward the common expenses or, in the case of an Owner of Unit Weeks in a Townhouse committed to Interval Ownership, the maintenance or membership fee, by waiver of the use and enjoyment of the recreation facilities, or by the abandonment of his Townhouse.

B. The Owners of each and every Townhouse shall return the same for the purpose of ad valorem taxes with the Tax Assessor of the County wherein the Townhouse is situate, or for such other future legally authorized governmental Officer or authority having jurisdiction over same. Nothing herein shall be construed, however, as giving to any Unit Owner the right of contribution or any right of adjustment against any other Unit Owner on account of any deviation by the taxing authorities from the valuation herein prescribed, each Unit Owner to pay ad valorem taxes and special assessments as are separately assessed against his Townhouse.

In the event the Tax Assessor does not break down ad valorem taxes on a townhouse committed to interval ownership among the various owners of Unit Weeks therein, or it is determined by the Association, that it is in the best interests of said owners to do so, the Association, shall return the same and prorate the ad valorem taxes among the various owners of unit weeks in each particular unit, on the same basis as the maintenance fee, collecting said taxes as part of the maintenance fee, and paying same to the Tax Assessor. Should any owner fail to pay his share of the ad valorem taxes through the maintenance fee, the Association, shall have the right and the power to pay same and to levy an assessment against the owner for the unit weeks owned by said owner, which assessment shall have the same force and effects as all other special assessments.

For this purpose of ad valorem taxation, the interest of the Owner of a "Townhouse" his "Townhouse", shall be considered a Unit.

C. All provisions of this Declaration and Exhibits attached hereto, and Amendments, thereof, shall be construed as covenants with the land, and of every part thereof and interest therein, including but not limited to every Unit and the appurtenances thereto, and every Unit Owner and Occupant of the property, or any part thereof, or of any interest therein and his heirs, executors, administrators, successors and assigns, shall be bound by all of the provisions of said Declaration and Exhibits hereto and any Amendments thereof.

D. If any of the provisions of this Declaration or of the By-Laws, or any section, clause, phrase, word, or the application thereof, in any circumstance, is held invalid the validity of the remainder of this Declaration, the By-Laws, and of the application thereof, of any such provision, action, sentence, clause, phrase or word, in other circumstances, shall not be affected thereby.

E. Whenever Notices are required to be sent hereunder, the same may be delivered to Unit Owners either personally or by mail, addressed to such Unit Owners at their place or residence on file with the Association from time to time. Proof of such mailing or personal delivery by the Association or any Management Firm shall be given by the Affidavit of the person mailing or personally delivering said Notices. Notices to the Association shall be delivered by mail to the Secretary of the Association, or the President of the Association, or to any member of the Board of Directors of the Association. The change of the mailing address of any party as specified herein shall not require an Amendment to this Declaration.

Notices to Wolf Run shall be delivered by mail at: P.O. Box 687, DuBois, Pennsylvania 15801.

All Notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written Notice, duly receipted for. Notices required to be given the personal representatives of a deceased Owner or devisee, when there is not personal representative, may be delivered either personally or by mail to such party at his or its address appearing in the records of the court wherein the Estate of such deceased Owner is being administered. The change of the mailing address of any party, as specified herein shall not require an Amendment to the Declaration.

F. Each Unit Owner and the Association shall be governed by and shall comply with this Declaration and the By-Laws attached hereto, as they may exist from time to time. Failure to do so shall entitle the Association or any Unit Owner to recover sums due for damages or injunctive relief or both. Such actions may be maintained by or against a Unit Owner or the Association in a proper case by or against one or more Unit Owners, and the prevailing party shall be entitled to receive reasonable attorney's fees. Such relief shall not be exclusive of other remedies provided by law.

G. Subsequent to the filing of this Declaration, the Wolf Run Manor Association, when authorized by a vote of the majority of the total vote of the members of the Association, and approved by the Owners and holders of Institutional First Mortgages encumbering the Townhouses who represent a majority of the dollar institutionally mortgaged indebtedness against this Townhouse may, together with other Associations and others, purchase and/or acquire and enter into Agreements, from time to time, whereby it acquires leaseholds, memberships, and other possessory of use interests in lands or facilities, whether or not contiguous to the lands of the Townhouse intended to provide for the enjoyment, recreation and other use of benefit of the Unit Owners. The expense of Ownership, rental membership fees, operations, replacements and other undertakings in connection therewith shall be common expenses, together with all other expenses and cost herein or by law defined as common expenses.

H. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and plural shall include the singular. The provisions of the Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Townhouse Interval Ownership.

I. The captions used in this Declaration and Exhibits annexed hereto are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of any of the text of this Declaration or Exhibits hereto annexed.

J. Where an Institutional First Mortgage, by some circumstances, fails to be a First Mortgage, but it is evident that it is intended to be a First Mortgage, it shall, nevertheless, for the purpose of this Declaration and Exhibits annexed, be deemed to be an Institutional First Mortgage.

K. Wolf Run specifically disclaims any intent to have made any warranty or representation in connection with the property or the Townhouse documents, except as specifically set forth therein, and no person shall rely upon any warranty or representation not so specifically made therein unless otherwise stated. Maintenance fees, common expenses, taxes or other charges are estimated only, and no warranty, guaranty or representation is made or intended, nor may one be relied upon.

L. Wolf Run Manor Corporation by its execution of this Declaration of the Interval Ownership approves the foregoing and all of the covenants, terms and conditions, duties and obligations of this Declaration of Interval Ownership and Exhibits attached thereto. The Townhouse Unit Owners, by virtue of their acceptance of the Deed of Conveyance as to their Townhouse Unit, and other parties by virtue of their occupancy of Units hereby approve the foregoing and all of the terms and conditions, duties and obligations of this declaration of Interval Ownership and Exhibits attached thereto.

M. The Interval Conveyance consists of an estate for years, together with a remainder over as tenants in common with all other purchasers of Unit Weeks, in each such Townhouse Unit as set forth in the Deed of Conveyance. No Owner of Unit Weeks in a Unit committed to Interval Ownership shall have the right to separate the estate for years from the remainder interest.

N. The real property submitted to Townhouse Interval Ownership herewith is subject to conditions, limitations, restrictions, reservations, all matter of record, taxes, applicable zoning ordinances now existing or which may hereafter exist, easements for ingress and egress for pedestrian and vehicular purposes, easements for utility service and drainage now existing or hereafter granted by Wolf Run for the benefit of such persons as Wolf Run designated, and the said Wolf Run shall have the right to grant such easements and designate the beneficiaries thereof for such time as it determines in its sole discretion, and thereafter, the Association shall be empowered to grant such easements on behalf of its members. During the period of time that Wolf Run has the right to grant the foregoing easements, said easements shall not structurally weaken the buildings and improvements nor unreasonably interfere with the enjoyment of the Townhouse of the Association's members.

O. In order to insure the Townhouse Complex with adequate and uniform water service Wolf Run shall and hereby reserves the exclusive right to contract for the servicing of said Townhouse and the Unit Owners therein with said services. Pursuant to the foregoing, Wolf Run has, will or may contract with a utility company which may include a municipal or governmental agency or authority for the furnishing of said services and the Association and Unit Owners agree to pay the charges therefor pursuant to and to comply with all of the terms and conditions of said utility Agreement.

P. Leasing or renting of a Townhouse Unit or Unit Weeks within a Townhouse committed to Interval Ownership may be available through Wolf Run Manor Association.

Q. An Interval Owner shall have access to the amenities controlled by Treasure Lake Property Owners Association and Recreation Land provided said Interval Owner is current in his maintenance fees to Wolf Run Manor Association as provided in Article XIII. An Interval Owner is automatically a member of Treasure Lake Property Owners Association and this is subject to the rules, regulations and By-Laws of said Property Owners Association.

IN WITNESS WHEREOF, WOLF RUN MANOR COPORATION has executed this instrument on this the 18th day of SEPTEMBER, 1981.

WOLF RUN MANOR CORPORATION

BY _____
LAWRENCE E. STEELMAN (PRESIDENT)

STATE OF MISSISSIPPI
COUNTY OF JACKSON

Personally appeared before me, the undersigned authority, a Notary Public, in and for said State and County, LAWRENCE E. STEELMAN, who upon oath, acknowledged himself to be PRESIDENT of Wolf Run Manor Corporation, (Clearfield County, Pennsylvania), a corporation, the within named bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within and foregoing instrument for the purposes therein contained by signing the name of the corporation by himself, is President, he being authorized to do so as President of said Corporation.

WITNESS my hand and official seal of office on this the 18th day of SEPTEMBER, 1981.

_____
Notary Public

My commission expires: 2/13/85

WOLF RUN MANOR
Building Types Schedule

Section 1
Building
11 A - 2 Bdrm. Up
B - 2 Bdrm. Up
C - 2 Bdrm. Up

12 A - 1 Bdrm.
B - 2 Bdrm. Up
C - 2 Bdrm. Up
D - 2 Bdrm. Up

13 A - 2 Bdrm. Down
B - 2 Bdrm. Down
C - 2 Bdrm. Down
D - 2 Bdrm. Down

14 A - 1 Bdrm.
B - 2 Bdrm. Up
C - 2 Bdrm. Up
D - 2 Bdrm. Up

15 A - 2 Bdrm. Down
B - 2 Bdrm. Down

16 A - 2 Bdrm. Down
B - 2 Bdrm. Down
C - 2 Bdrm. Down
D - 2 Bdrm. Down

17 A - 2 Bdrm. Up
B - 2 Bdrm. Up
C - 2 Bdrm. Up
D - 2 Bdrm. Up

18 A - 2 Bdrm. Up
B - 2 Bdrm. Up

19 A - 2 Bdrm. Down
B - 2 Bdrm. Down
C - 2 Bdrm. Down
D - 2 Bdrm. Down

Section 2
Building
21 A - 2 Bdrm. Up
B - 2 Bdrm. Up

22 A - Tri-level
B - Tri-level

23 A - 2 Bdrm. Down
B - 2 Bdrm. Down
C - 2 Bdrm. Down
D - 2 Bdrm. Down

24 A - Tri-level
B - Tri-level
C - Tri-level
D - Tri-level

25 A - 2 Bdrm. Up
B - 2 Bdrm. Up
C - Tri-level
D - Tri-level

26 A - 2 Bdrm. Up
B - 2 Bdrm. Up
C - 2 Bdrm. Up
D - 2 Bdrm. Up

27 A - Tri-level
B - Tri-level
C - 2 Bdrm. Down
D - 2 Bdrm. Down

28 A - 2 Bdrm. Down
B - 2 Bdrm. Down

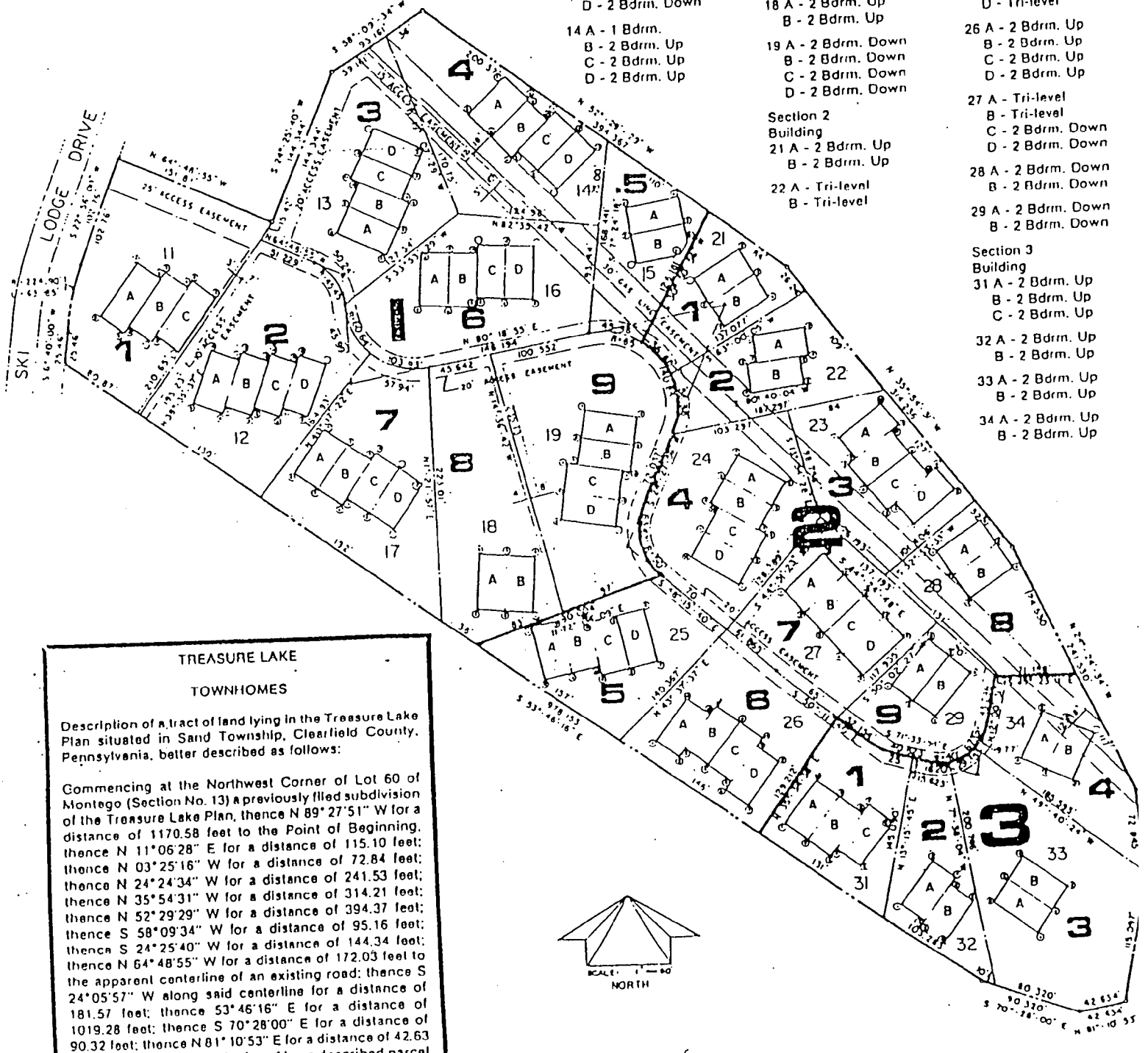
29 A - 2 Bdrm. Down
B - 2 Bdrm. Down

Section 3
Building
31 A - 2 Bdrm. Up
B - 2 Bdrm. Up
C - 2 Bdrm. Up

32 A - 2 Bdrm. Up
B - 2 Bdrm. Up

33 A - 2 Bdrm. Up
B - 2 Bdrm. Up

34 A - 2 Bdrm. Up
B - 2 Bdrm. Up



TREASURE LAKE

TOWNHOMES

Description of a tract of land lying in the Treasure Lake Plan situated in Sand Township, Clearfield County, Pennsylvania, better described as follows:

Commencing at the Northwest Corner of Lot 60 of Montego (Section No. 13) a previously filed subdivision of the Treasure Lake Plan, thence N 89°27'51" W for a distance of 1170.58 feet to the Point of Beginning, thence N 11°06'28" E for a distance of 115.10 feet; thence N 03°25'16" W for a distance of 72.84 feet; thence N 24°24'34" W for a distance of 241.53 feet; thence N 35°54'31" W for a distance of 314.21 feet; thence N 52°29'29" W for a distance of 394.37 feet; thence S 58°09'34" W for a distance of 95.16 feet; thence S 24°25'40" W for a distance of 144.34 feet; thence N 64°48'55" W for a distance of 172.03 feet to the apparent centerline of an existing road; thence S 24°05'57" W along said centerline for a distance of 181.57 feet; thence 53°46'16" E for a distance of 1019.28 feet; thence S 70°28'00" E for a distance of 90.32 feet; thence N 81°10'53" E for a distance of 42.63 feet to the Point of Beginning. Above described parcel contains 8.98 acres.

WOLF RUN MANOR TOWNHOMES
TREASURE LAKE

Exhibit I

WOLF RUN MANOR
Section 1

BLOCK 1

	N	E
1	10753.247	7861.069
2	10790.242	7890.594
3	10815.629	7871.315
4	10799.376	7866.325
5	10815.179	7846.525
6	10808.926	7841.534
7	10824.314	7822.255
8	10787.319	7792.729
9	10771.932	7812.008
10	10778.184	7816.998
11	10762.382	7836.798
12	10768.634	7841.789

BLOCK 2

	N	E
1	10732.748	7994.167
2	10689.813	7974.243
3	10700.196	7951.868
4	10692.939	7948.500
5	10703.392	7925.975
6	10696.136	7922.607
7	10706.589	7900.081
8	10697.518	7895.872
9	10709.585	7869.869
10	10754.334	7890.635
11	10742.267	7916.638
12	10749.524	7920.006
13	10739.071	7942.531
14	10746.328	7945.899
15	10735.874	7968.425
16	10743.131	7971.792

BLOCK 3

	N	E
1	10942.392	8053.425
2	10922.291	8096.278
3	10899.956	8085.801
4	10877.476	8075.257
5	10874.079	8082.499
6	10851.599	8071.955
7	10829.264	8061.478
8	10849.365	8018.625
9	10871.700	8029.102
10	10894.180	8039.646
11	10897.577	8032.404
12	10920.057	8042.948

BLOCK 4

	N	E
1	10876.067	8215.683
2	10893.729	8198.464
3	10911.511	8181.129
4	10905.926	8175.401
5	10923.708	8158.066
6	10944.235	8138.054
7	10978.672	8173.379
8	10958.145	8193.390
9	10956.749	8191.958
10	10938.968	8209.293
11	10944.552	8215.021
12	10926.771	8232.356
13	10909.108	8249.575

BLOCK 5

	N	E
1	10816.934	8276.131
2	10841.198	8271.690
3	10865.462	8267.250
4	10873.983	8313.809
5	10849.719	8318.250
6	10830.373	8321.790
7	10824.555	8317.772

BLOCK 6

	N	E
1	10831.228	8188.420
2	10783.960	8185.943
3	10785.251	8161.310
4	10786.551	8136.511
5	10788.562	8136.092
6	10779.861	8111.293
7	10781.152	8086.660
8	10828.421	8089.137
9	10827.130	8113.771
10	10825.830	8138.570
11	10833.819	8138.988
12	10832.519	8163.789

BLOCK 7

	N	E
1	10588.749	8042.593
2	10603.336	8022.700
3	10618.021	8002.675
4	10611.569	7997.944
5	10626.254	7977.918
6	10640.840	7958.026
7	10679.011	7986.016
8	10664.424	8005.908
9	10649.740	8025.934
10	10656.191	8030.664
11	10641.506	8050.690
12	10626.920	8070.582

BLOCK 8

	N	E
1	10513.397	8166.700
2	10515.434	8142.117
3	10517.472	8117.535
4	10564.643	8121.444
5	10562.606	8146.026
6	10560.569	8170.609

BLOCK 9

	N	E
1	10583.800	8245.500
2	10592.301	8198.936
3	10616.568	8203.366
4	10640.996	8207.825
5	10639.559	8215.696
6	10663.988	8220.156
7	10688.255	8224.586
8	10679.755	8271.150
9	10655.489	8266.720
10	10631.059	8262.261
11	10632.496	8254.390
12	10608.067	8249.930

Exhibit I
(Amendment 2)

WOLF RUN MANOR
Section 2

BLOCK 1

	N	E
1	10799.926	8323.185
2	10778.432	8335.289
3	10756.939	8347.392
4	10780.163	8388.635
5	10801.657	8376.532
6	10823.150	8364.429

BLOCK 2

	N	E
1	10742.953	8377.118
2	10718.917	8382.660
3	10717.120	8374.864
4	10693.083	8380.406
5	10703.717	8426.529
6	10727.754	8420.987
7	10729.551	8428.783
8	10753.587	8423.241

BLOCK 3

	N	E
1	10655.623	8446.191
2	10635.918	8461.029
3	10631.106	8454.638
4	10611.268	8469.576
5	10591.430	8484.513
6	10596.242	8490.904
7	10576.537	8505.742
8	10605.009	8543.554
9	10624.714	8528.716
10	10619.902	8522.326
11	10639.740	8507.388
12	10659.578	8492.450
13	10664.390	8498.841
14	10684.095	8484.003

BLOCK 4

	N	E
1	10532.733	8349.246
2	10553.264	8362.919
3	10573.932	8376.685
4	10578.367	8370.027
5	10599.035	8383.792
6	10619.565	8397.466
7	10645.804	8358.071
8	10625.273	8344.397
9	10604.605	8330.631
10	10600.170	8337.290
11	10579.502	8323.524
12	10558.971	8309.851

BLOCK 5

	N	E
1	10495.941	8161.092
2	10502.531	8184.862
3	10509.165	8208.793
4	10501.456	8210.930
5	10508.090	8234.861
6	10514.680	8258.631
7	10469.068	8271.276
8	10462.478	8247.506
9	10455.844	8223.575
10	10463.553	8221.438
11	10456.919	8197.508
12	10450.329	8173.737

BLOCK 6

	N	E
1	10392.208	8271.218
2	10376.879	8290.543
3	10383.147	8295.515
4	10367.715	8314.971
5	10352.283	8334.427
6	10346.015	8329.455
7	10330.686	8348.781
8	10367.770	8378.195
9	10383.099	8358.869
10	10389.367	8363.841
11	10404.799	8344.385
12	10420.231	8324.929
13	10413.963	8319.958
14	10429.292	8300.632

BLOCK 7

	N	E
1	10522.710	8391.271
2	10503.851	8407.171
3	10484.865	8423.177
4	10465.879	8439.184
5	10447.020	8455.083
6	10477.529	8491.271
7	10496.388	8475.372
8	10515.374	8459.365
9	10534.360	8443.359
10	10553.219	8427.459

BLOCK 8

	N	E
1	10549.678	8524.967
2	10529.170	8538.674
3	10508.662	8552.382
4	10534.964	8591.734
5	10555.472	8578.027
6	10575.980	8564.320

BLOCK 9

	N	E
1	10439.693	8478.911
2	10422.800	8496.885
3	10405.906	8514.860
4	10440.397	8547.276
5	10457.290	8529.302
6	10474.184	8511.327

Exhibit I
(Amendment 2)

WOLF RUN MANOR
Section 3

BLOCK 1

	N	E
1	10315.952	8379.538
2	10300.417	8398.699
3	10284.777	8417.988
4	10290.991	8423.026
5	10275.456	8442.187
6	10312.223	8471.997
7	10327.758	8452.836
8	10321.544	8447.798
9	10337.183	8428.508
10	10352.718	8409.348

BLOCK 2

	N	E
1	10240.221	8477.272
2	10225.551	8497.102
3	10219.120	8492.344
4	10204.449	8512.175
5	10242.501	8540.325
6	10257.172	8520.495
7	10263.603	8525.252
8	10278.273	8505.422

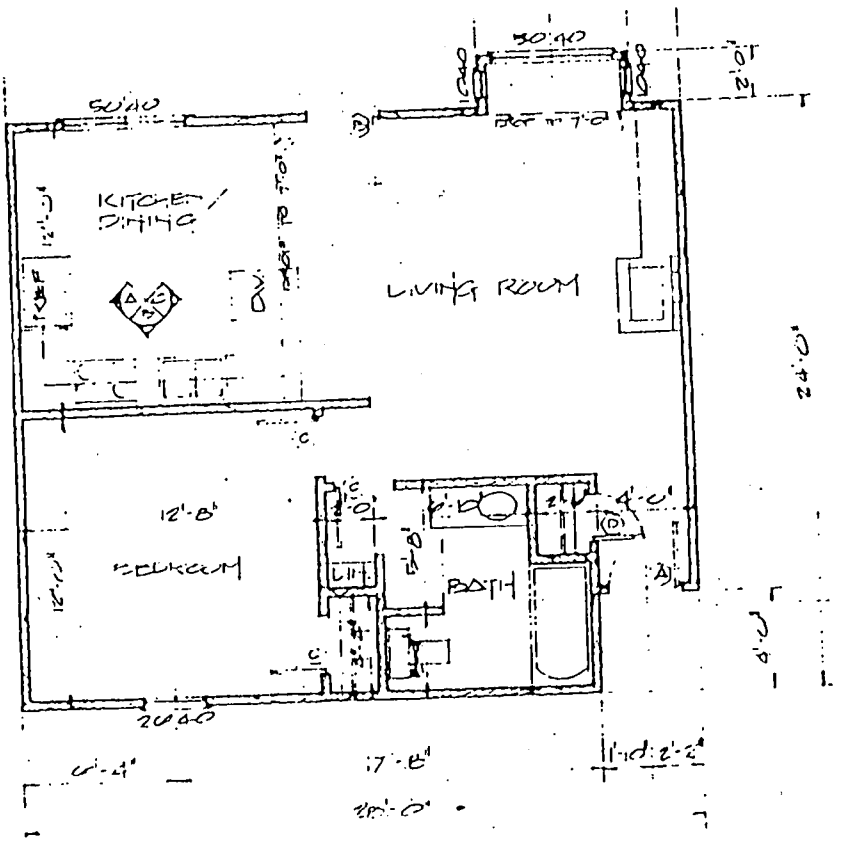
BLOCK 3

	N	E
1	10210.911	8594.122
2	10230.226	8609.464
3	10249.541	8624.806
4	10278.981	8587.743
5	10259.666	8572.401
6	10240.350	8557.058

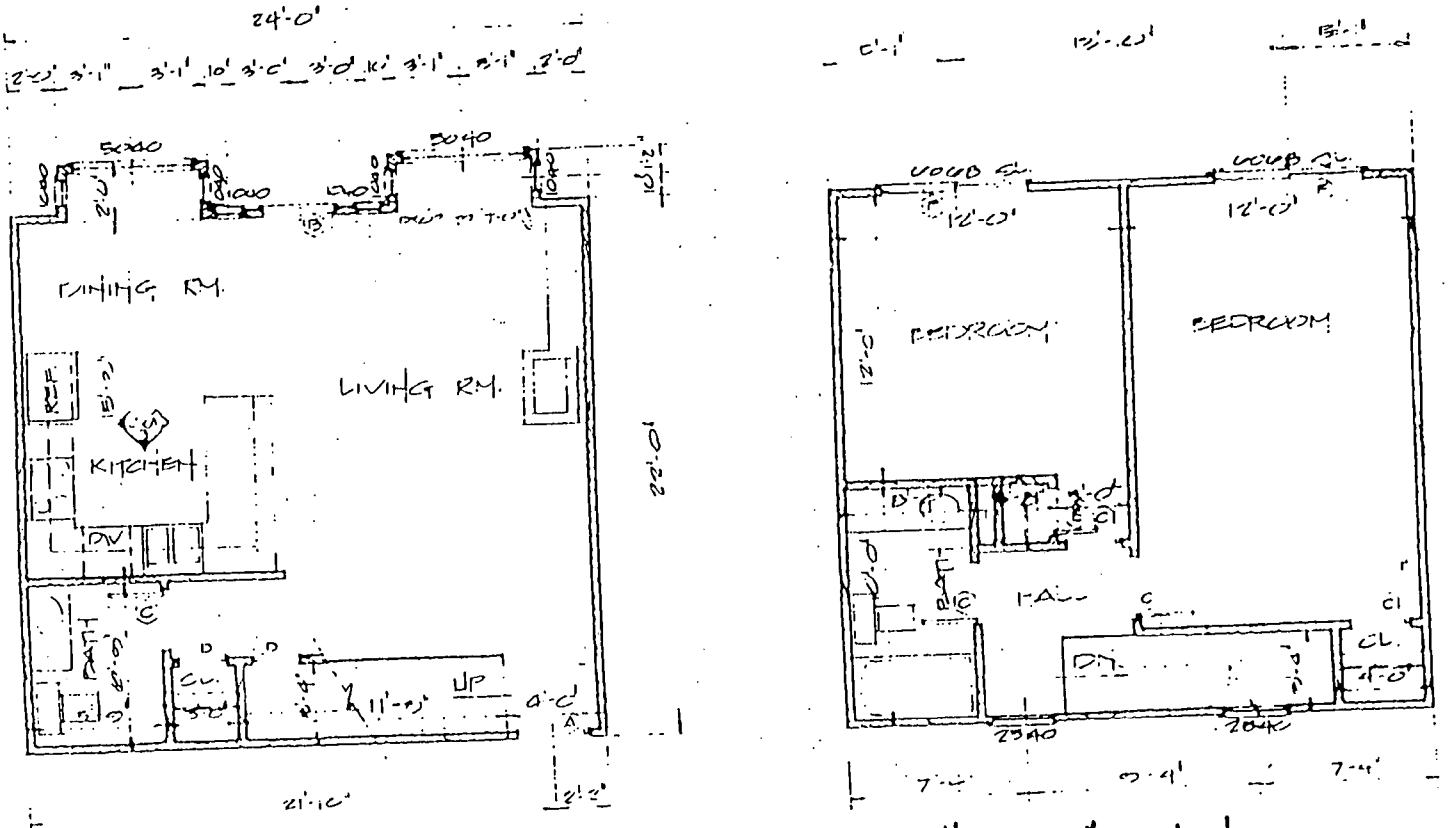
BLOCK 4

	N	E
1	10383.962	8657.260
2	10396.168	8635.824
3	10408.373	8614.388
4	10367.240	8590.968
5	10355.035	8612.404
6	10342.830	8633.839

Exhibit I
(Amendment 2)



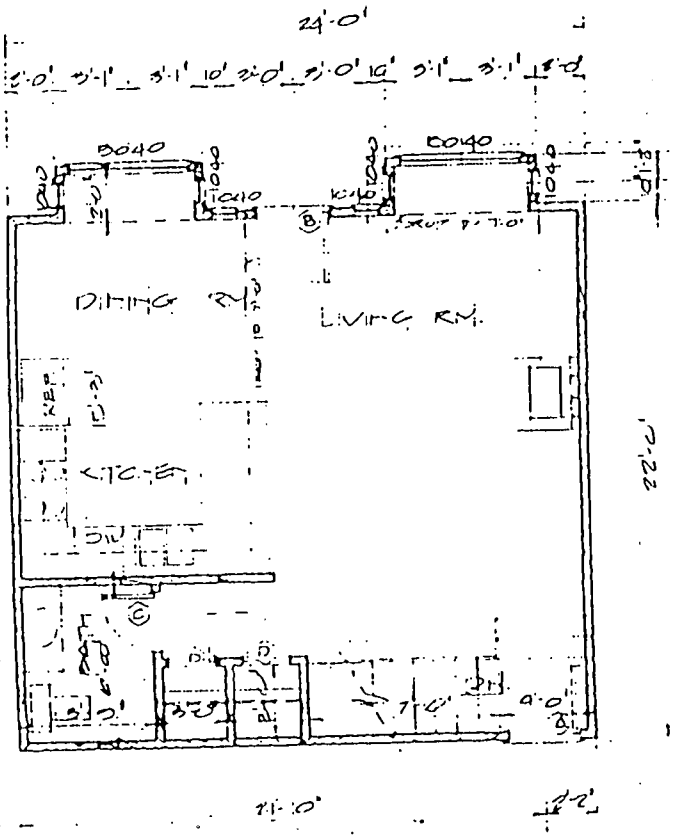
ONE BEDROOM UNIT

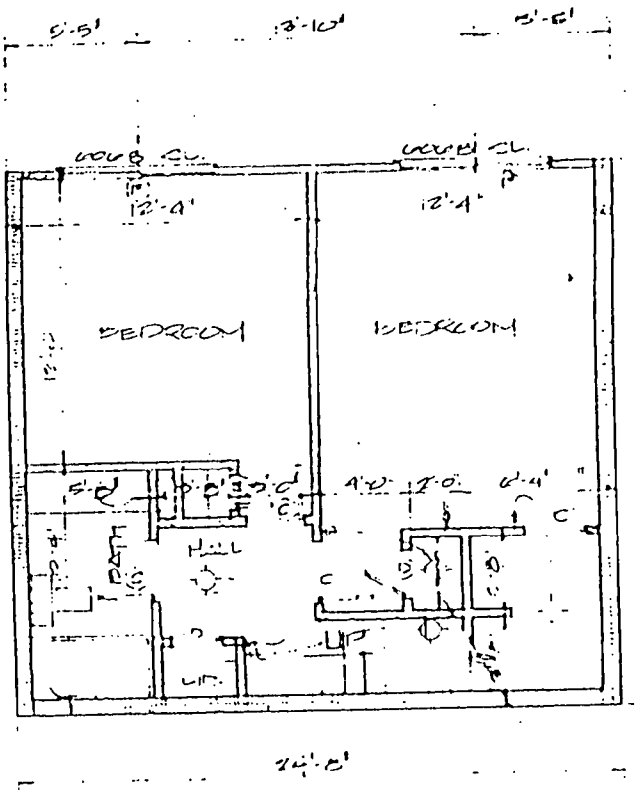


TWO BEDROOM "UP" UNIT

Exhibit I
(Amendment 2)

Buildings 1 thru 19 only.

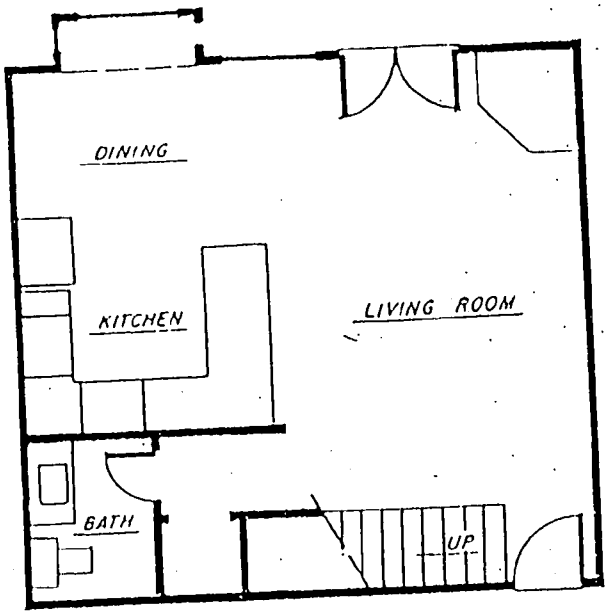


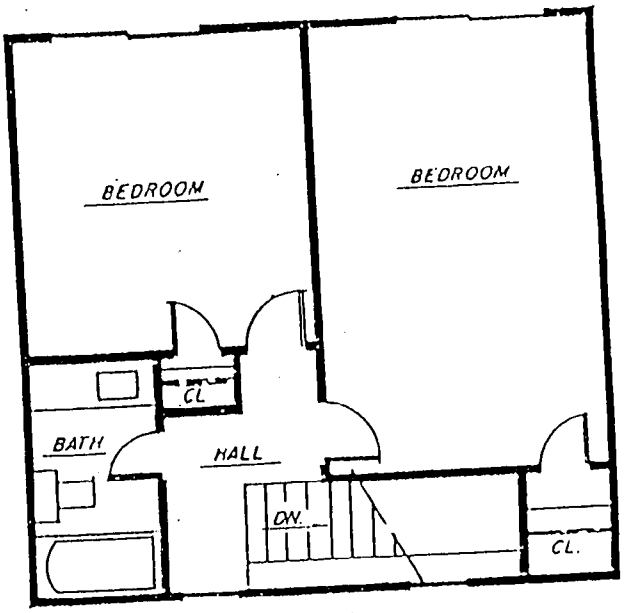


TWO BEDROOM "DOWN" UNIT

Buildings 1 thru 19 only.

Exhibit I
(Amendment 2)

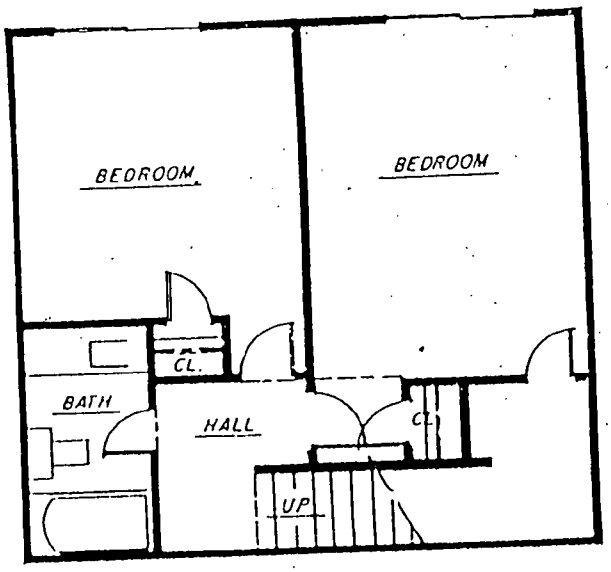


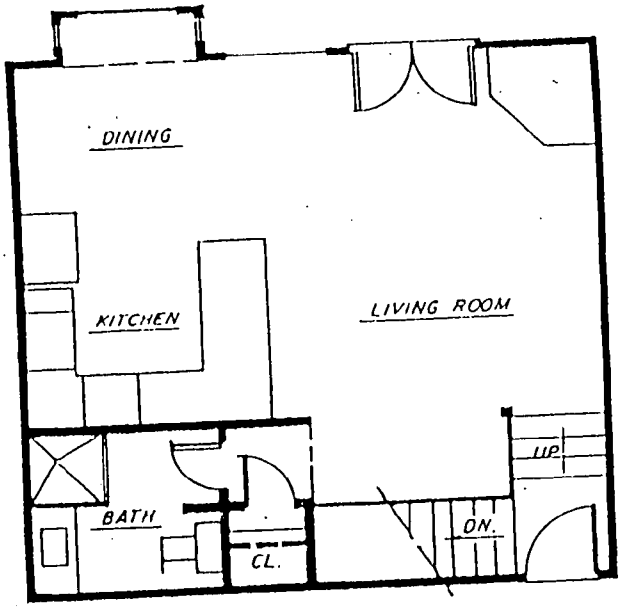


LOWER LEVEL

UPPER LEVEL

TWO BEDROOM "UP"





UPPER LEVEL

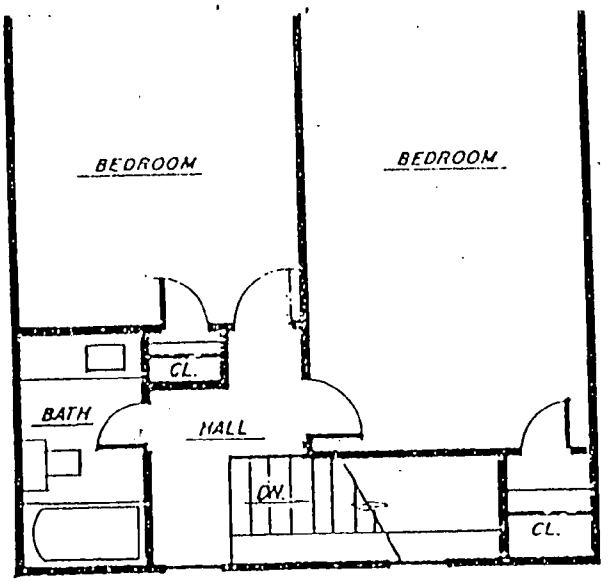
LOWER LEVEL

TWO BEDROOM "DOWN"

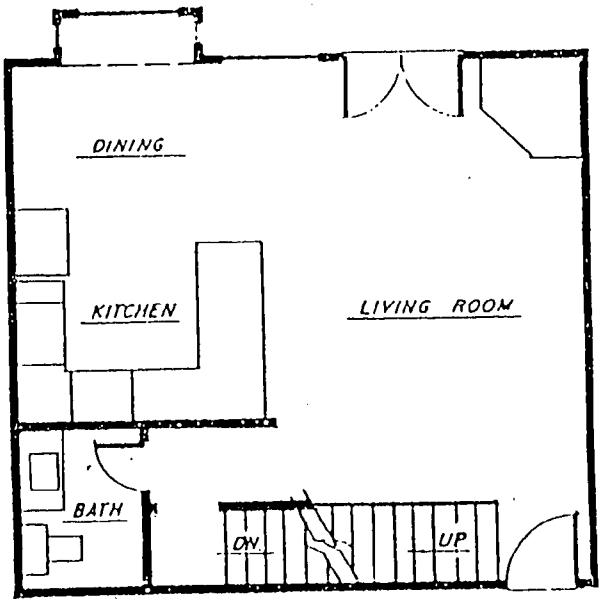
SPLIT FOYER

SCALE

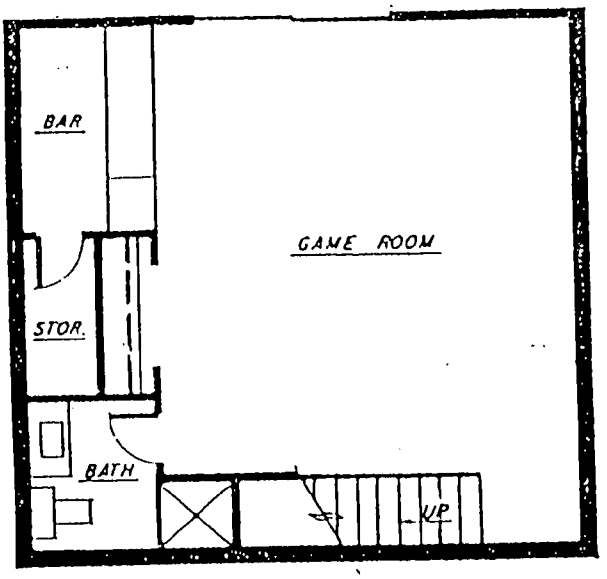
Exhibit I
(Amendment 2)



UPPER LEVEL



MIDDLE LEVEL



LOWER LEVEL

Exhibit I
(Amendment 2)

WOLF RUN MANOR INTERVAL OWNERSHIP CALENDAR FOR 50 YEARS

Interval ownership will start with the first Friday of each calendar year. The second unit week will start on the second Friday of each year, and each unit week thereafter will start the same numbered Friday thereafter. The date shown below is the date in which that unit week starts at 5:00 P.M. and will end at 10:00 A.M. on the date the next unit week begins.

		1982	1983	1984	1985	1986	1987	1988	1989	1990	1991
1	January	1	7	6	4	3	2	1	6	5	4
2		8	14	13	11	10	9	8	13	12	11
3		15	21	20	18	17	16	15	20	19	18
4		22	28	27	25	24	23	22	27	26	25
5	February	29	4	3	1	31	30	29	3	2	1
6		5	11	10	8	7	6	5	10	9	8
7		12	18	17	15	14	13	12	17	16	15
8		19	25	24	22	21	20	19	24	23	22
9	March	26	4	2	1	28	27	26	3	2	1
10		5	11	9	8	7	6	4	10	9	8
11		12	18	16	15	14	13	11	17	16	15
12		19	25	23	22	21	20	18	24	23	22
13		26	1	30	29	28	27	25	31	30	29
14	April	2	8	6	5	4	3	1	7	6	5
15		9	15	13	12	11	10	8	14	13	12
16		16	22	20	19	18	17	15	21	20	19
17		23	29	27	26	25	24	22	28	27	26
18	May	30	6	4	3	2	1	29	5	4	3
19		7	13	11	10	9	8	6	12	11	10
20		14	20	18	17	16	15	13	19	18	17
21		21	27	25	24	23	22	20	26	25	24
22	June	28	3	1	31	30	29	27	2	1	31
23		4	10	8	7	6	5	3	9	8	7
24		11	17	15	14	13	12	10	16	15	14
25		18	24	22	21	20	19	17	23	22	21
26		25	1	29	28	27	26	24	30	29	28
27	July	2	8	6	5	4	3	1	7	6	5
28		9	15	13	12	11	10	8	14	13	12
29		16	22	20	19	18	17	15	21	20	19
30		23	29	27	26	25	24	22	28	27	26
31	August	30	5	3	2	1	31	29	4	3	2
32		6	12	10	9	8	7	5	11	10	9
33		13	19	17	16	15	14	12	18	17	16
34		20	26	24	23	22	21	19	25	24	23
35		27	2	31	30	29	28	26	1	31	30
36	September	3	9	7	6	5	4	2	8	7	6
37		10	16	14	13	12	11	9	15	14	13
38		17	23	21	20	19	18	16	22	21	20
39		24	30	28	27	26	25	23	29	28	27
40	October	1	7	5	4	3	2	30	6	5	4
41		8	14	12	11	10	9	7	13	12	11
42		15	21	19	18	17	16	14	20	19	18
43		22	28	26	25	24	23	21	27	26	25
44	November	29	4	2	1	31	30	28	3	2	1
45		5	11	9	8	7	6	4	10	9	8
46		12	18	16	15	14	13	11	17	16	15
47		19	25	23	22	21	20	18	24	23	22
48		26	2	30	29	28	27	25	1	30	29
49	December	3	9	7	6	5	4	2	8	7	6
50		10	16	14	13	12	11	9	15	14	13
51		17	23	21	20	19	18	16	22	21	20
52		24	30	28	27	26	25	23	29	28	27
53		31						30			

EXHIBIT II.

WOLF RUN MANOR INTERVAL OWNERSHIP CALENDAR FOR 50 YEARS

		1992	1993	1994	1995	1996	1997	1998	1999	2000	2001
1	January	3	1	7	6	5	3	2	1	7	5
2		10	8	14	13	12	10	9	8	14	12
3		17	15	21	20	19	17	16	15	21	19
4		24	22	28	27	26	24	23	22	28	26
5	February	31	29	4	3	2	31	30	29	4	2
6		7	5	11	10	9	7	6	5	11	9
7		14	12	18	17	16	14	13	12	18	16
8		21	19	25	24	23	21	20	19	25	23
9	March	28	26	4	3	1	28	27	26	3	2
10		6	5	11	10	8	7	6	5	10	9
11		13	12	18	17	15	14	13	12	17	16
12		20	19	25	24	22	21	20	19	24	23
13		27	26	1	31	29	28	27	26	31	30
14	April	3	2	8	7	5	4	3	2	7	6
15		10	9	15	14	12	11	10	9	14	13
16		17	16	22	21	19	18	17	16	21	20
17		24	23	29	28	26	25	24	23	28	27
18	May	1	30	6	5	3	2	1	30	5	4
19		8	7	13	12	10	9	8	7	12	11
20		15	14	20	19	17	16	15	14	19	18
21		22	21	27	26	24	23	22	21	26	25
22	June	29	28	3	2	31	30	29	28	2	1
23		5	4	10	9	7	6	5	4	9	8
24		12	11	17	16	14	13	12	11	16	15
25		19	18	24	23	21	20	19	18	23	22
26		26	25	1	30	28	27	26	25	30	29
27	July	3	2	8	7	5	4	3	2	7	6
28		10	9	15	14	12	11	10	9	14	13
29		17	16	22	21	19	18	17	16	21	20
30		24	23	29	28	26	25	24	23	28	27
31	August	31	30	5	4	2	1	31	30	4	3
32		7	6	12	11	9	8	7	6	11	10
33		14	13	19	18	16	15	14	13	18	17
34		21	20	26	25	23	22	21	20	25	24
35		28	27	2	1	30	29	28	27	1	31
36	September	4	3	9	8	6	5	4	3	8	7
37		11	10	16	15	13	12	11	10	15	14
38		18	17	23	22	20	19	18	17	22	21
39		25	24	30	29	27	26	25	24	29	28
40	October	2	1	7	6	4	3	2	1	6	5
41		9	8	14	13	11	10	9	8	13	12
42		16	15	21	20	18	17	16	15	20	19
43		23	22	28	27	25	24	23	22	27	26
44	November	30	29	4	3	1	31	30	29	3	2
45		6	5	11	10	8	7	6	5	10	9
46		13	12	18	17	15	14	13	12	17	16
47		20	19	25	24	22	21	20	19	24	23
48		27	26	2	1	29	28	27	26	1	30
49	December	4	3	9	8	6	5	4	3	8	7
50		11	10	16	15	13	12	11	10	15	14
51		18	17	23	22	20	19	18	17	22	21
52		25	24	30	29	27	26	25	24	29	28
53			31						31		

EXHIBIT II.

WOLF RUN MANOR INTERVAL OWNERSHIP CALENDER FOR 50 YEARS

		2002	2003	2004	2005	2006	2007	2008	2009	2010	2011
1	January	4	3	2	7	6	5	4	2	1	7
2		11	10	9	14	13	12	11	9	8	14
3		18	17	16	21	20	19	18	16	15	21
4		25	24	23	28	27	26	25	23	22	28
5	February	1	31	30	4	3	2	1	30	29	4
6		8	7	6	11	10	9	8	6	5	11
7		15	14	13	18	17	16	15	13	12	18
8		22	21	20	25	24	23	22	20	19	25
9	March	1	28	27	4	3	2	29	27	26	4
10		8	7	5	11	10	9	7	6	5	11
11		15	14	12	18	17	16	14	13	12	18
12		22	21	19	25	24	23	21	20	19	25
13		29	28	26	1	31	30	28	27	26	1
14	April	5	4	2	8	7	6	4	3	2	8
15		12	11	9	15	14	13	11	10	9	15
16		19	18	16	22	21	20	18	17	16	22
17		26	25	23	29	28	27	25	24	23	29
18	May	3	2	30	6	5	4	2	1	30	6
19		10	9	7	13	12	11	9	8	7	13
20		17	16	14	20	19	18	16	15	14	20
21		24	23	21	27	26	25	23	22	21	27
22	June	31	30	28	3	2	1	30	29	28	3
23		7	6	4	10	9	8	6	5	4	10
24		14	13	11	17	16	15	13	12	11	17
25		21	20	18	24	23	22	20	19	18	24
26		28	27	25	1	30	29	27	26	25	1
27	July	5	4	2	8	7	6	4	3	2	8
28		12	11	9	15	14	13	11	10	9	15
29		19	18	16	22	21	20	18	17	16	22
30		26	25	23	29	28	27	25	24	23	29
31	August	2	1	30	5	4	3	1	31	30	5
32		9	8	6	12	11	10	8	7	6	12
33		16	15	13	19	18	17	15	14	13	19
34		23	22	20	26	25	24	22	21	20	26
35		30	29	27	2	1	31	29	28	27	2
36	September	6	5	3	9	8	7	5	4	3	9
37		13	12	10	16	15	14	12	11	10	16
38		20	19	17	23	22	21	19	18	17	23
39		27	26	24	30	29	28	26	25	24	30
40	October	4	3	1	7	6	5	3	2	1	7
41		11	10	8	14	13	12	10	9	8	14
42		18	17	15	21	20	19	17	16	15	21
43		25	24	22	28	27	26	24	23	22	28
44	November	1	31	29	4	3	2	31	30	29	4
45		8	7	5	11	10	9	7	6	5	11
46		15	14	12	18	17	16	14	13	12	18
47		22	21	19	25	24	23	21	20	19	25
48		29	28	26	2	1	30	28	27	26	2
49	December	6	5	3	9	8	7	5	4	3	9
50		13	12	10	16	15	14	12	11	10	16
51		20	19	17	23	22	21	19	18	17	23
52		27	26	24	30	29	28	26	25	24	30
53				31						31	

EXHIBIT II.

WOLF RUN MANOR INTERVAL OWNERSHIP CALENDAR FOR 50 YEARS

		2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
1	January	6	4	3	2	1	6	5	4	3	1
2		13	11	10	9	8	13	12	11	10	8
3		20	18	17	16	15	20	19	18	17	15
4		27	25	24	23	22	27	26	25	24	22
5	February	3	1	31	30	29	3	2	1	31	29
6		10	8	7	6	5	10	9	8	7	5
7		17	15	14	13	12	17	16	15	14	12
8		24	22	21	20	19	24	23	22	21	19
9	March	2	1	28	27	26	3	2	1	28	26
10		9	8	7	6	4	10	9	8	6	5
11		16	15	14	13	11	17	16	15	13	12
12		23	22	21	20	18	24	23	22	20	19
13		30	29	28	27	25	31	30	29	27	26
14	April	6	5	4	3	1	7	6	5	3	2
15		13	12	11	10	8	14	13	12	10	9
16		20	19	18	17	15	21	20	19	17	16
17		27	26	25	24	22	28	27	26	24	23
18	May	4	3	2	1	29	5	4	3	1	30
19		11	10	9	8	6	12	11	10	8	7
20		18	17	16	15	13	19	18	17	15	14
21		25	24	23	22	20	26	25	24	22	21
22	June	1	31	30	29	27	2	1	31	29	28
23		8	7	6	5	3	9	8	7	5	4
24		15	14	13	12	10	16	15	14	12	11
25		22	21	20	19	17	23	22	21	19	18
26		29	28	27	26	24	30	29	28	26	25
27	July	6	5	4	3	1	7	6	5	3	2
28		13	12	11	10	8	14	13	12	10	9
29		20	19	18	17	15	21	20	19	17	16
30		27	26	25	24	22	28	27	26	24	23
31	August	3	2	1	31	29	4	3	2	31	30
32		10	9	8	7	5	11	10	9	7	6
33		17	16	15	14	12	18	17	16	14	13
34		24	23	22	21	19	25	24	23	21	20
35		31	30	29	28	26	1	31	30	28	27
36	September	7	6	5	4	2	8	7	6	4	3
37		14	13	12	11	9	15	14	13	11	10
38		21	20	19	18	16	22	21	20	18	17
39		28	27	26	25	23	29	28	27	25	24
40	October	5	4	3	2	30	6	5	4	2	1
41		12	11	10	9	7	13	12	11	9	8
42		19	18	17	16	14	20	19	18	16	15
43		26	25	24	23	21	27	26	25	23	22
44	November	2	1	31	30	28	3	2	1	30	29
45		9	8	7	6	4	10	9	8	6	5
46		16	15	14	13	11	17	16	15	13	12
47		23	22	21	20	18	24	23	22	20	19
48		30	29	28	27	25	1	30	29	27	26
49	December	7	6	5	4	2	8	7	6	4	3
50		14	13	12	11	9	15	14	13	11	10
51		21	20	19	18	16	22	21	20	18	17
52		28	27	26	25	23	29	28	27	25	24
53						30					31

EXHIBIT II.

	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
January	7	6	5	3	2	1	7	5	4	3
	14	13	12	10	9	8	14	12	11	10
	21	20	19	17	16	15	21	19	18	17
	28	27	26	24	23	22	28	26	25	24
February	4	3	2	31	30	29	4	2	1	31
	11	10	9	7	6	5	11	9	8	7
	18	17	16	14	13	12	18	16	15	14
	25	24	23	21	20	19	25	23	22	21
March	4	3	1	28	27	26	3	2	1	28
	11	10	8	7	6	5	10	9	8	7
	18	17	15	14	13	12	17	16	15	14
	25	24	22	21	20	19	24	23	22	21
	1	31	29	28	27	26	31	30	29	28
April	8	7	5	4	3	2	7	6	5	4
	15	14	12	11	10	9	14	13	12	11
	22	21	19	18	17	16	21	20	19	18
	29	28	26	25	24	23	28	27	26	25
May	6	5	3	2	1	30	5	4	3	2
	13	12	10	9	8	7	12	11	10	9
	20	19	17	16	15	14	19	18	17	16
	27	26	24	23	22	21	26	25	24	23
June	3	2	31	30	29	28	2	1	31	30
	10	9	7	6	5	4	9	8	7	6
	17	16	14	13	12	11	16	15	14	13
	24	23	21	20	19	18	23	22	21	20
	1	30	28	27	26	25	30	29	28	27
July	8	7	5	4	3	2	7	6	5	4
	15	14	12	11	10	9	14	13	12	11
	22	21	19	18	17	16	21	20	19	18
	29	28	26	25	24	23	28	27	26	25
August	5	4	2	1	31	30	4	3	2	1
	12	11	9	8	7	6	11	10	9	8
	19	18	16	15	14	13	18	17	16	15
	26	25	23	22	21	20	25	24	23	22
	2	1	30	29	28	27	1	31	30	29
September	9	8	6	5	4	3	8	7	6	5
	16	15	13	12	11	10	15	14	13	12
	23	22	20	19	18	17	22	21	20	19
	30	29	27	26	25	24	29	28	27	26
October	7	6	4	3	2	1	6	5	4	3
	14	13	11	10	9	8	13	12	11	10
	21	20	18	17	16	15	20	19	18	17
	28	27	25	24	23	22	27	26	25	24
November	4	3	1	31	30	29	3	2	1	31
	11	10	8	7	6	5	10	9	8	7
	18	17	15	14	13	12	17	16	15	14
	25	24	22	21	20	19	24	23	22	21
December	2	1	29	28	27	26	1	30	29	28
	9	8	6	5	4	3	8	7	6	5
	16	15	13	12	11	10	15	14	13	12
	23	22	20	19	18	17	22	21	20	19
	30	29	27	26	25	24	29	28	27	26
						31				

EXHIBIT II.

the Declaration.

(G) Maintain the Association's financial record books, accounts and other records as provided by the Association's By-Laws; issue Certificates of account to members, their mortgagees and lienors without liability for errors unless as a result of gross negligence. Such records shall be kept at the office of the Management Firm and shall be available for inspection by an expert employed by and at the cost and expense of the Association and at such reasonable time as the Management Firm shall agree to, however, said request for inspection cannot be made more than once in any fiscal year. Such expert may also conduct an external audit, provided the cost for same is paid by the Association, and said independent auditor, in any instance, must be acceptable to the Management Firm whose acceptance shall not be unreasonably withheld. As a standard procedure, the Management Firm shall render to the Association a statement for each fiscal year no later than the 4 months next thereafter. The Management Firm shall perform a continual internal audit of the Association's financial reports for the purpose of verifying the same, but no independent or external audit shall be required of it. The consent of the Management Firm to an independent auditor shall not be unreasonable withheld.

(H) Maintain records sufficient to describe its services hereunder and such financial books and records sufficient in accordance with prevailing accounting standards to identify the source of all funds collected by it in its capacity as Management Firm, and the disbursement thereof. Such records shall be kept at the Office of the Management Firm, and shall be available for inspection by an expert employed by and at the cost and expense of the association and at such reasonable time as the Management Firm may agree to; however, said request for inspection cannot be made more than once in any calendar year. The Management Firm shall perform a continual internal audit of the Management Firm's financial records relative to its services as Manager for the purpose of verifying same, but no independent or external audit shall be required of it.

(I) The Management Firm in its sole discretion shall determine the budget as to the Townhouse for the term of the Management Agreement, subject, however, to the specific limitations thereof where otherwise provided. Upon said budget's being determined annually, the Management Firm shall submit annually to the Association the operating budget for the ensuing year, setting forth the anticipated income and expenses of the Townhouses for the year, and said Management Firm shall specify therein each unit owner's monthly share thereof. Should an increase in maintenance fees be required or an assessment be required during the year, the same shall be determined and made by the Management Firm and the Association shall be advised thereof and as to the share thereof payable by each of the Association's members, as the case may be. The Management Firm shall collect the maintenance fees and assessments based upon the foregoing. The maintenance fees and assessments as to each member of the Association shall be made payable to the Management Firm, or such other firm or entity as the Management Firm shall direct; and the Management Firm shall have the right to designate such member or members of the Association, or the Association itself, as it determines, to collect said maintenance fees and assessments on behalf of the Management Firm and deliver same to it. The Management Firm shall not be responsible for obtaining the best price available as to any service, material or purchase, but shall, with good faith, purchase or contract for same with such person or party as it deems advisable and in the best interest of the Association and the Management Firm, without the necessity of obtaining the best price.

(J) Have sole authority and responsibility to maintain and replace the personal property within units committed to interval ownership, and in such capacity to:

1. Determine the maintenance fee, proration of taxes, and other common expenses applicable to those Townhouse Units committed to interval ownership, as defined in and provided for in the Declaration. The Management Firm shall have sole discretion, while this Agreement remains in effect, for making determinations as to replacements of personal property located within such units, decor, and all other judgments relating to units committed to interval ownership; notwithstanding the foregoing, all replacements shall be such as to maintain the standard of quality of the furniture, other personal property and decor as originally contained in such unit at the time it is committed to interval ownership.

2. It is understood by both parties that a portion of the maintenance fee will be set aside as a reserve for future replacements and repairs. The Management Firm shall have sole discretion as to the amounts of such reserves and application of same.

(K) Deposit all funds collected from the Association's members, or otherwise accruing to the Association, in a special bank account or accounts of the Management Firm in banks and/or savings and loan associations in the State of Pennsylvania, with suitable designation indicating their source, separate from or co-mingled with similar funds collected by the Management Firm on behalf of other condominiums or entities which the Management Firm manages.

(L) May cause a representative of its organization to attend meetings of the unit owners and of the Board of Directors of the

Association; however, it is understood and agreed that the Minutes of all the Association's meetings, whether of unit owners or of the Board of Directors, shall be taken by the Association's Secretary, and possession of the Minutes Book shall be in the custody of said Secretary, who shall always be responsible for preparing and furnishing notices of all meetings to the required parties. The Management Firm shall have the right to determine the fiscal year and when it shall commence.

(M) Promulgate, adopt and amend Rules and Regulations as it deems advisable in its sole discretion for the use and occupancy of the Townhouses, and to enforce same. The Management Firm, in its sole discretion, shall determine all activities and programs to be carried on as to same and shall employ the personnel required therefor as it determines in its sole discretion.

(N) Retain and employ such professionals and such other experts whose services may be reasonably required to effectively perform its duties and exercise its powers hereunder, and to employ same on such basis as it deems most beneficial.

(O) Enter into Agreements upon such terms and conditions and for such purpose as the Management Firm determines in its sole discretion as to the common elements of and the Townhouse, and by agreement grant concessions and licenses to persons to provide facilities and services as to and within the Townhouse and cause coin vending machines and coin operated equipment and pay telephones to be installed within the Townhouse and to purchase same on behalf of and at the cost and expense of the Association, or rent same or enter into agreements regarding same; however, all income derived by the Management Firm from the foregoing shall inure to the benefit of the Association; and all expenses pertaining thereto shall likewise be borne by said Association. The parties hereto recognize that agreements, concessions and licenses may be entered into to provide facilities and services and specified herein for very nominal or no compensation whatsoever. The Management Firm may enter into same in its sole discretion, and it shall use its best judgment; however, it shall not be responsible for same nor the fact that a greater sum might have been obtained nor a shorter period contracted for.

(P) Make and collect special assessments for such purposes and against such parties as the Management Firm determines, subject to the provisions of the Declaration.

(Q) Exercise such powers and rights delegated to it, if any, under the terms and provisions of the Declaration, and all Exhibits attached to said Declaration.

(R) If maintenance of the Townhouse referred to in the Declaration, or any portion thereof, including any unit, units and/or the common elements, is required due to loss by Act of God or other cause, which is other than normal wear and tear, and which loss is less than "major damage", as defined in the Declaration to which this Agreement is attached, when in such event, the Management Firm shall be authorized and empowered to determine, assess, charge and levy the costs of repairing and restoring such loss among the unit owners in such proportions as it deems advisable, pursuant to the Declaration to which this Agreement is attached, notwithstanding the fact that said loss or damage was, or was not, covered by insurance, and said total assessment shall be equal to the cost of said repair which shall include the costs of the Management Firm's personnel and overhead, materials and costs of the Management Firm's personnel and overhead, materials and equipment, and any and all other contractors, subcontractors, or materialmen as are required. Should the loss be covered by insurance, the proceeds thereof shall be applied as a credit against the total costs of said repair and restoration in such proportions as hereinbefore set forth in this paragraph. It shall be presumed that the first monies disbursed in payment of cost of repair and restoration, shall be from insurance proceeds, where such are received, and then from assessments collected, and, should there be a surplus of such funds, the said surplus shall be distributed to or on behalf of the unit owners, as provided in the aforesaid Declaration.

5. Notwithstanding the delegation by the Association to the Management Firm of its power to determine and collect assessments during the term of this Agreement, the Association retains the power to make those assessments as are specified in the Declaration to which this Agreement is attached as Exhibit V, and the By-Laws.

6. The Management Firm shall apply maintenance fees and assessments collected as it determines in its sole discretion as to those items specified in the By-Laws of the Association including the Management Firm's fee, which shall be deemed common expenses. The Management Firm, during the term of this Agreement, may file a lien against a unit owner's Townhouse should he fail to pay his assessments or maintenance fee as required and provided in the Declaration and Exhibits attached to said Declaration, and take such other action as provided in said documents, either in its name or in the name of or as agent of the Association whose name appears at the end of this instrument. The Management Firm may compromise liens in such amount as deems advisable in its sole discretion, and it may satisfy liens of record and render statements as to the current status of a unit owner's assessments. In the case of a unit committed to interval ownership, any lien against an owner of unit weeks in such unit, shall be limited to the unit weeks owned by the defaulting owner and shall, in no case, be filed so as to encumber the unit weeks owned by any other owner in such unit.

7. The Association shall aid and assist the Management Firm in any reasonable manner requested by the Management Firm as to the collection of assessments, and the said Association shall further aid and assist the Management Firm in any reasonable manner required by the Management Firm so as to simplify the method of collecting the assessments due from unit owners.

8. It is specifically understood that the Management Firm does not undertake to pay common expenses from its own funds and shall only be required to perform its services and make disbursements to the extent that, and so long as, payments received from assessments or other revenue, if any, of the Association whose name appears at the end of this instrument, are sufficient to pay the costs and expenses of such services and the amounts of such disbursements. If it shall appear to the Management Firm that the assessments and other revenue, if any, of the said Association insufficient, the Management Firm shall forthwith determine such additional assessment as is required and advised the said Association.

9. It is specifically understood and agreed that the Management Firm shall perform all of the services required of it hereunder at no cost and expense whatsoever to itself, but solely at the cost and expense of the Association and its members. As compensation, fee, or profit for its services hereunder, the Management Firm shall receive a net fee, free from all charges and expenses, of five (5%) percent of the maintenance fee per unit week for the 1st year of operation, of ten (10%) percent for the second year, and not to exceed twenty (20%) percent for any succeeding year, such amount to be designated the "Management Fee" The Management Fee shall be taken into consideration in setting the maintenance fee and assessments. The Management Firm's fee from each Townhouse Unit or unit weeks shall commence as of the first day of the month following the date of execution of a binding purchase contract for the purchase of a Townhouse or Unit Weeks. During the period of time that Wolf Run is the owner of a Townhouse or unit weeks in a Townhouse committed to interval ownership, it shall not be required to pay the Management Fee provided in this Agreement.

10. The Association shall not interfere nor permit, allow or cause any of the Officers, Directors or members to interfere with the Management Firm in the performance of its duties or the exercise of any of its powers hereunder.

11. The Management Firm shall not be liable to the Association and its members, for any loss or damage not caused by the Management Firm's own gross negligence or willful misconduct, and said Association and its members will and do hereby indemnify and save harmless the Management Firm from any such liability for damages, costs and expenses arising from injury to any person or property in, about and in connection with the Townhouse specified in the Declaration from any cause whatsoever, unless such injury shall be caused by said Management Firm's own gross negligence or willful misconduct.

12. The Association on behalf of its members, or the Management Firm, shall both have the right to assign this Agreement as herein set forth. The Association may assign its right, title and interest herein to another Interval Ownership Association operating and existing under the laws of the State of Pennsylvania. The Management Firm may also sub-contract all/or portions of its duties and powers under this Management Agreement.

13. The Management Firm shall be authorized to assess a Townhouse Unit owner for those items of assessments as set forth in the Declaration and the Exhibits attached to said Declaration, and in this Agreement - i.e., maintenance, repairs or replacements caused by the negligence or misuse by a unit owner, his family, servants, guests or invitees, or lessees; or failure of a unit owner to maintain those portions of his Townhouse and limited common elements assigned to his unit, as he is required to repair and maintain; or violation of the provisions of the aforesaid Declaration and Exhibits attached thereto which require the removal of same by the Management Firm and/or which increase the costs of maintenance and/or repair upon the Management Firm, or increase insurance rates and premiums, etc. In the event that all designated unit weeks are not sold, Wolf Run shall pay to Wolf Run Manor Association 30% of the budgeted annual operating cost (excluding POA dues) on each unit week unsold. Likewise, Wolf Run Manor Corporation shall pay 100% of POA dues for unsold unit weeks.

14. The power and authority of the Association to amend the Declaration and the Exhibits attached to said Declaration, it subject to the specific provisions applicable thereto set forth in the aforesaid instruments.

15. No waiver of a breach of any of the covenants contained in this Agreement shall be construed to be a waiver of any succeeding breach of the same covenants.

16. Time is of the essence in every particular, and especially where the obligation to pay money is involved.

17. No modification, release or discharge or waiver of any provision hereof shall be of any force, effect or value, unless in writing, signed by the parties to this Agreement - i.e., the Management Firm and the Association or their respective successors and assigns.

18. This instrument, together with the Declaration and the Exhibits attached to said Declaration, constitute the entire

agreement between the parties hereto as of the date of execution hereof, and neither has been induced by the other by representations, promises or understandings not expressed herein, and there are no collateral agreements, stipulations, promises or understandings whatsoever, in any way touching the subject matter of this instrument, or the instruments referred to herein, which are not expressly contained therein.

19. The invalidity in whole or in part of any covenant, promise or undertaking, or any section, sub-section, sentence, clause, phrase or word, or of any provision of this Agreement or the Exhibits attached hereto, and the Declaration the Exhibits attached to said Declaration, shall not affect the validity of the remaining portions thereof.

20. The definitions of the words, terms, phrases, etc., as provided in Article I of the Declaration are incorporated herein by reference and made a part hereof, and unless the context otherwise requires, said definitions shall prevail.

21. The words, "Association", "member(s)", "unit owner(s)" and parcel owner(s)", wherever and whenever used herein, shall include the singular and plural thereof, and the use of any gender shall include all genders, wherever the same shall be appropriate. The term, "Townhouse", or "unit", or "unit weeks", or "Unit committed to interval ownership", or "interval ownership", or "parcels" and the owners thereof shall be defined pursuant to the Declaration to which this Agreement is attached, and same are Townhouses as is created by the aforesaid Declaration, or ownership of parts of such units.

22. When either party hereto, and the Association's members, desire to or are required to give notice unto the other, or others, in connection with and according to the terms of this Agreement, such notice shall be given to the Association, its members, and the Management Firm, as provided in the Declaration.

23. If the Association or its members, shall interfere with the Management Firm in the performance of its duties and exercise of its powers hereunder, or if the said Association shall fail to promptly do any of the things required of it hereunder, then the Management Firm - fifteen (15) days after having given written notice to said Association of said default by delivering said notice to any officer of the Association, or in their absence, to any member of said Association, may declare this Agreement in default unless such default be cured by the said Association within fifteen (15) days after such notice.

24. Failure by the Management Firm to substantially perform its duties and obligations under this Agreement for a continuous period of thirty (30) days after written notice of default from the Association specifying the default complained of shall be grounds for the said Association's cancellation of this Agreement. In addition either party may terminate this agreement for any reason upon forty five (45) days written notice.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, and have caused these presents to be signed respectively by their proper Officer(s), and their respective Corporate Seals have been duly affixed, this 18th day of SEPTEMBER, 1981.

WOLF RUN MANOR CORPORATION

Signed, sealed and delivered in the presence of:

L.W. Brock

Bruce Giles

BY: _____ (SEAL)
PRESIDENT

ATTEST: _____ (SEAL)
SECRETARY

"MANAGEMENT FIRM"
WOLF RUN MANOR ASSOCIATION

L.W. Brock

Bruce Giles

BY: _____ (SEAL)
PRESIDENT

ATTEST: _____ (SEAL)
SECRETARY

"ASSOCIATION"

BY-LAWS
OF
WOLF RUN MANOR ASSOCIATION

All present and future Co-Owners, Mortgagees, Lessees and occupants of Apartments and their employees, and any other persons who may use the facilities of the Townhouse property in any manner are subject to the Declaration, these By-Laws and Rules and Regulations made pursuant hereto any amendment to the Declaration and these By-Laws upon the same being passed and duly recorded.

The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a Townhouse shall constitute an agreement that these By-Laws (and any Rules and Regulations, made pursuant hereto) and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified, and will be complied with.

ARTICLE I.
IDENTITY

The following By-Laws shall govern the operation of the Townhouses created by the Declaration of Interval Ownership, (hereinafter referred to as "The Declaration").

The Association of Co-Owners is organized and existing for the purpose of administering the Townhouses created by the Declaration to which these By-Laws are created.

SECTION 1. The office of the Association shall be at the Townhouse property, or at such other place as may be subsequently designated by the Board of Directors of the Association.

SECTION 2. As used herein, the word, "Association" shall be as defined in the Declaration. All other words, as used herein, shall have the same definitions as attributed to them in the Declaration.

ARTICLE II.
MEMBERSHIP AND VOTING PROVISIONS

SECTION 1. Membership in the Association shall be limited to Owners of the Interval Ownership Townhouse Units wherein this Association has been designated to operate and administer said Townhouses by virtue of the Declaration of said Interval Ownership. Transfer of ownership, either voluntary or by operation of law, shall terminate membership in the Association, and said membership is to become vested in the transferee. If ownership is vested in more than one person, then all of the persons owning said Unit shall be members eligible to hold office, attend meeting, etc., but, as hereinafter indicated, the vote of a Unit shall be cast by the "voting member". If ownership is vested in a Corporation said Corporation may designate an individual officer or employee of the Corporation as its "voting member". Notwithstanding the foregoing, each Owner of Unit Weeks in a Townhouse committed to Interval Ownership shall be entitled to cast his vote of the Unit in which he owns his Unit Weeks. "Unit committed to Interval Ownership" and "Interval Ownership" are defined in the Declaration.

SECTION 2. Voting.

(a) The Owner of each Unit Week shall be entitled to one (1) vote. If an Owner owns more than one (1) Unit, he shall be entitled to one (1) vote for each Unit Week owned. The Association shall not have a vote for any Unit Weeks conveyed to it.

(b) A majority of the Unit Owners' total votes present in person or in proxy at any regular or special meeting shall decide any question, unless the Declaration, By-Laws or Articles of Incorporation of the Association, if any, provide otherwise.

(c) Each unit owner shall have 1/50 vote per unit week owned in the Treasure Lake Property Owner Association, which vote shall be exercised on behalf of the unit owner by and through Wolf Run Manor Association. Each voter when placing his proxy with Wolf Run Manor Association shall designate the manner in which that vote shall be cast.

SECTION 3. QUORUM: Unless otherwise provided in these By-Laws, or the Declaration the presence in person or by proxy of one-tenth (1/10) of the Unit Owners' total votes shall constitute a quorum.

SECTION 4. PROXIES: Votes may be cast in person or by proxy. All proxies shall be in writing and signed by the person entitled to vote (as set forth below in Section 5). Where a Unit is owned jointly by a husband and wife, and if they have not designated one of them as a voting member, a proxy must be signed by both husband and wife where a third person is designated.

SECTION 5. DESIGNATION OF VOTING MEMBER: If a Townhouse Unit is owned by one person, his right to vote shall be established by the recorded title to the Unit. If a Townhouse is owned by more than one (1) person, the person entitled to cast the vote for the Unit shall be designated in a Certificate, signed by all of the recorded Owners of the Unit and filed with th

Secretary of the Association. If a Unit is owned by a Corporation, the officer or employee thereof entitled to cast the vote of the Unit for the Corporation shall be designated in a Certificate for this purpose, signed by the President or Vice-President, attested to by the Secretary or Assistant Secretary of the Corporation, and filed with the Secretary of the Association. The person designated in such Certificate who is entitled to cast the vote for a Unit shall be known as the "voting member". If such a Certificate is not on file with the Secretary of the Association for a Unit owned by more than one person or by a Corporation, the vote of the Unit concerned shall not be considered in determining the requirement for a quorum, or for any purpose requiring the approval of a person entitled to cast the vote for the Unit, except if said Unit is owned by a husband and wife. Such Certificate shall be valid until revoked or until superseded by a subsequent Certificate, or until a change in the Ownership of the Unit concerned. If a Townhouse Unit is owned jointly by a husband and wife, the following three provisions are applicable thereto:

(a) They may, but they shall not be required to, designate a voting member.

(b) If they do not designate a voting member and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting (As previously provided, the vote of a Unit is not divisible).

(c) Where they do not designate a voting member, and only one is present at a meeting, the person present may cast the Unit vote, just as though he or she owned the Unit individually, and without establishing the concurrence of the absent person.

SECTION 6. TOWNHOUSES COMMITTED TO INTERVAL OWNERSHIP.

Notwithstanding any other provisions in these By-Laws, each Owner of Unit Weeks in a Townhouse committed to Interval Ownership shall be entitled to cast the vote(s) attributable to his unit Week(s) owned. In any event the total number of votes which may be cast for each Unit shall be equal to 50 votes. In the case of a Unit committed to Interval Ownership, the provisions of Section 5, Designation of Voting Member, shall apply to each Unit Week owned.

ARTICLE III.

MEETING OF THE MEMBERSHIP

SECTION 1. PLACE: All meetings of the Association membership shall be held at the Townhouse property, or at such other place and at such time as shall be designated by the Board of Directors of the Association and stated in the Notice of the meeting, and shall be open to all Unit Owners.

SECTION 2. NOTICES: It shall be the duty of the Secretary to mail or deliver a Notice of each annual or special meeting, stating the time and place thereof, to each Interval Owner of record at least ten (10) but not more than sixty (60) days prior to such meeting. Notice of any special meeting shall state the purpose thereof. All Notices shall be mailed to or served at the address of the Unit or Interval Owner as it appears on the books of the Association.

SECTION 3. ANNUAL MEETING: The annual meeting shall be held at 10:00 A.M., Eastern Standard Time, on the Saturday preceding Memorial Day each year commencing after the first full year of operation for the purpose of electing Directors and transacting any other business authorized to be transacted by the members. At the annual meeting, the members shall elect by plurality vote - (cumulative voting prohibited), a Board of Directors and shall transact such other business as may properly be brought before the meeting.

SECTION 4. SPECIAL MEETING: Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of a majority of the Board of Directors, or at the request, in writing, of voting members representing ten percent (10%) of the members' total votes, which request shall state the purpose or purposes of the proposed meeting. Business transacted at all special meetings shall be confined to the objects stated in the Notice thereof.

SECTION 5. WAIVER AND CONSENT: Whenever the vote of members at a meeting is required or permitted by an provision of these By-Laws to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if not less than a majority of the members who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken; however, notice of such action shall be given to all members, unless all members approve such action.

SECTION 6. ADJOURNED MEETING: If any meeting of members cannot be organized because of a quorum of voting members is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.

SECTION 7. APPROVAL OR DISAPPROVAL: Approval or disapproval of a Unit Owner upon any matter, whether or not the subject of an Association meeting, shall be by the voting members provided, however, that where a Unit is owned jointly by a husband and wife, their joint approval or disapproval shall be required where they are both present, or in the event only one

is present, the person present may cast the vote without establishing the concurrence of the absent person.

SECTION 8. THE MANAGEMENT FIRM: The Management Firm, as long as any Management Agreement remains in effect, shall be entitled to Notice of all Association meetings, and shall be entitled to attend the Association's meetings, and it may designate such person(s) as it desires to attend such meetings on its behalf.

ARTICLE IV.

DIRECTORS

SECTION 1. NUMBER, TERM AND QUALIFICATIONS: Subject to Section 2 of this Article, the affairs of the Association shall be governed by a Board of Directors composed of not less than three (3) nor more than seven (7) persons, as is determined from time to time by the members. All Directors, except those designated by Wolf Run Manor Corp., shall be members of the Association. All officers of a Corporate Unit Owner shall be deemed to be members of the Association so as to qualify as a Director herein. The term of each Director's service shall extend until the next annual meeting of the members and hereafter until his successor is duly elected and qualified, or until he is removed in the manner provided in Section 3 below.

SECTION 2. WOLF RUN MANOR CORP. TO ACT AS BOARD OF DIRECTORS: All of the affairs of the Association of Co-Owners shall be conducted by Wolf Run Manor Corp., or its agents, appointees or assignees, for a period of five (5) years from the effective date of this Declaration. Wolf Run Manor Corp., at its sole discretion, shall have the right and option to extend this period of two (2) additional five (5) year periods. Until the expiration of any such period, all of the rights, duties, discretions, functions and powers otherwise vested in the Board of Directors, hereinafter set out or referred to in the Declaration, shall be exercised solely by Wolf Run Manor Corp., its agents, assignees or appointees. All references to the Board of Directors in this Declaration shall mean and refer to Wolf Run Manor Corp., its agents, appointees or assignees, from the effective date of this Declaration, or until such time during any aforesaid five (5) year periods, Wolf Run Manor Corp. should at its sole option, turn over to the Association of Co-Owners the responsibility of establishing and electing all of the members of the Board of Directors. This provision may not be changed, altered or amended by the Association of Co-Owners. Wolf Run Manor Corp. may within its sole discretion also act the Management Firm as provided in these By-Laws and receive reasonable compensation therefore as provided in these By-Laws.

SECTION 3. REMOVAL OF DIRECTORS: At any time after the first annual meeting of the membership at any duly convened regular or special meeting, any one or more of the Directors may be removed, with or without cause, by the affirmative vote of the voting members casting not less than two-thirds (2/3rds) of the total votes present at said meeting, and a successor may then and there be elected to fill the vacancy thus created. Should the membership fail to elect said successor, the Board of Directors may fill the vacancy in the manner provided in Section 4 below.

SECTION 4. VACANCIES ON DIRECTORATE: If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, shall choose a successor or successors, who shall hold office for the balance of the unexpired term in respect to which such vacancy occured. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board of Directors.

SECTION 5. DISQUALIFICATION AND RESIGNATION OF DIRECTORS. Any Director may resign at any time by sending a written Notice of such resignation to the office of the Corporation, delivered to the Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary. Commencing with the Directors elected at such first annual meeting of the membership, the Directors elected at such first annual meeting shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors. No member shall continue to serve on the Board should he be more than thirty (30) days delinquent in the payment of an assessment or fees and said delinquency shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors

SECTION 6. REGULAR MEETINGS: The Board of Directors may establish a schedule of regular meetings to be held at such time and place as the Board of Directors may designate. Notice of such regular meetings shall nevertheless, be given to each Director personally or by mail, telephone or telegraph at least five (5) days prior to the day named for such meeting. All meetings of the Board of Directors, including special meetings in accordance with Section 7 below, shall be open to all Unit Owners.

SECTION 7. SPECIAL MEETINGS: Special meetings of the Board of Directors may be called by the President, and in his absence, by the Vice-President, or by a majority of the members of the Board of Directors, by giving five (5) days Notice, writing, to all of the members of the Board of Directors of the time and place of said meeting. All Notices of special meetings sh

state the purpose of the meeting.

SECTION 8. DIRECTORS' WAIVER OF NOTICE: Before or at any meeting of the Board of Directors, any Director may waive Notice of such meeting and such waiver shall be deemed equivalent to the giving of Notice. Attendance by a Director at any meeting of the Board shall be a waiver of Notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no Notice shall be required and any business may be transacted at such meeting.

SECTION 9. QUORUM: At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at such meetings at which a quorum is present, shall be the acts of the Board of Directors. If, at any meeting of the Board of Directs there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At each such adjourned meeting, any business which might have been transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the Minutes thereof, shall constitute the presence of such Director for the purpose of determining a quorum.

SECTION 10. COMPENSATION. The Directors' fees, if any, shall be determined by the voting members.

SECTION 11. THE MANAGEMENT FIRM: The Management Firm, as long as any Management Agreement remains in effect, shall be entitled to Notice of all Directors' meetings and shall be entitled to attend the Directors' meetings and it may be designate such a person(s) as it desires to attend such meeting; on its behalf.

SECTION 12. POWERS AND DUTIES: The Board of Directors of the Association shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by the Declaration, this Association's Articles of Incorporation, or these By-Laws, directed to be exercised and done by Unit Owners. The Board of Directors may delegate the said powers and duties to the management firm. These powers shall specifically include, but shall not be limited to the following:

(a) To exercise all powers specifically set forth in the Declaration, this Association's Articles of Incorporation, if any, in these By-Laws.

(b) To make assessments, collect said assessments, and use and expend the assessments to carry out the purposes and powers of the Association.

(c) To employ, dismiss and control the personnel necessary for the maintenance and operation of the project, and of the common areas and facilities including the right and power to employ attorneys, accountants, contractors, and other professionals as the need arises.

(d) To make and amend regulations respecting the operation and use of the Townhouse property, and the use and maintenance of the Townhouses therein.

(e) To contract for the management of the Townhouses and to delegate to such contractor all of the powers and duties of the Association, except those which may be required by the Declaration to have approval of the Board of Directors or membership of the Association. To contract for the management or operation of portions of the Townhouse Property susceptible to the separate management or operation thereof, and to lease or concession such portions.

(f) The further improvement of the Townhouse property, both real and personal, and the right to purchase realty and items of furniture, furnishing, fixtures and equipment for the foregoing, and the right to acquire and enter into Agreements subject to the provisions of the applicable Declaration, this Association's Articles of Incorporation, if any, and any exhibits attached thereto.

(g) Designate one or more committees which, to the extent provided in the resolution designating said committee, shall have the powers of the Board of Directors in the management and affairs and business of the Association. Such committee shall consist of at least three (3) members of the Association. The committee or committees shall have such name or names as may be determined from time to time by the Board of Directors, and said committee(s) shall keep regular Minutes of their proceedings and report the same to the Board of Directors, as required. The foregoing powers shall be exercised by the Board of Directors or its contractor or employees, subject only to approval by Unit Owners when such is specifically required.

(h) To enter into and terminate or ratify existing Agreements with organizations providing Owners of Unit Weeks to trade their time periods with Owners of time periods at other resorts.

ARTICLE V.

OFFICERS

SECTION 1. ELECTIVE OFFICERS: The principal officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors.

SECTION 2. ELECTION: The officers of the Association designated in Section 1 above shall be elected annually by the Board of Directors at the organizational meeting of each new Board following the meeting of the members.

SECTION 3. APPOINTIVE OFFICERS: The Board may appoint Assistant Secretaries and Assistant Treasurers, and such other officers as the Board of Directors deems necessary.

SECTION 4. TERM: The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time, with or without cause, by the Board of Directors, provided however, that no officer shall be removed except by the affirmative vote for removal by a majority of the whole Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

SECTION 5. THE PRESIDENT: He shall be the chief executive officer of the Association; he shall preside at all meetings of the Unit Owners and of the Board of Directors. He shall have executive powers and general supervision over the affairs of the Association and other officers. He shall sign all written contracts to perform all of the duties incident to his office and which may be delegated to him from time to time by the Board of Directors.

SECTION 6. THE VICE-PRESIDENT: He shall perform all of the duties of the President in his absence, and such other duties as may be required of him from time to time by the Board of Directors of the Association.

SECTION 7. THE SECRETARY: He shall issue Notices of all Board of Directors' meetings and all meetings of the Unit Owners; he shall attend and keep the Minutes of same; he shall have charge of all of the Association's books, records and papers, except those kept by the Treasurer. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

SECTION 8. THE TREASURER:

(a) He shall have custody of the Association's funds and securities, except the funds payable to any Management Firm, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and to the credit of the Association, in such depositories as may be designated from time to time by the Board of Directors. The books shall reflect an account for each Unit.

(b) He shall disburse the funds of the Association as may be ordered by the Board of Directors in accordance with these By-Laws, making proper vouchers for such disbursements, and shall render to the President and Board of Directors at the regular meetings of the Board of Directors, or whenever they may require it, an account of all of his transactions as the Treasurer and of the financial condition of the Association.

(c) He shall collect the assessments and maintenance fees and shall promptly report the status of collections and of all delinquencies to the Board of Directors.

(d) He shall give status reports to potential transferees on which reports the transferees may rely.

(e) The Assistant Treasurer shall perform the duties of the Treasurer when the Treasurer is absent.

(f) The duties of the Treasurer may be fulfilled by a Management Firm employed by the Association, and said Management Firm shall fulfill the duties of the Treasurer, and shall have custody of such books of the Association as it determines in its sole discretion and the foregoing shall include any books required to be kept by the Secretary of the Association.

ARTICLE VI.
FINANCES, ASSESSMENTS AND MAINTENANCE FEES

SECTION 1. Depositories: The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time upon resolutions approved by the Board of Directors, and shall be withdrawn only upon checks and demands for money signed by such officer or officers of the Association as may be designated by the Board of Directors. Obligations of the Association shall be signed by at least two officers of the Association; provided, however, that the provisions of any Management Agreement between the Association and a Management Firm relative to the subject matter in this Section shall supersede the provisions hereof.

SECTION 2. FIDELITY BONDS: The Treasurer and all officers who are authorized to sign checks, and all officers and employees of the Association, and any contractor handling or responsible for Association funds shall be bonded in such amount as may be determined by the Board of Directors. The premiums on such Bonds shall be paid by the Association. The Bond shall be in an amount sufficient to equal the monies an individual handles or has control of via a signatory or a bank account or other depository account; however, notwithstanding the foregoing, the Management Firm, under the terms Management Agreement, attached to the Declaration, as to funds in its possession and/or control, shall determine, in its sole discretion, the amount of and

the total votes of the members present at any regular or special meeting of the members wherein said matter is voted upon, acquire in the name of the Association, or its designee, a Townhouse Unit Week(s) being foreclosed. The term "foreclosure", as used in this Section, shall mean and include any foreclosure of any lien, excluding the Association's lien for assessments. The power of the Board of Directors to acquire a Townhouse Unit Week(s) at any foreclosure sale shall never be interpreted as any requirement or obligation on the part of the said Board of Directors or of the Association to do so at any foreclosure sale, the provisions hereof being permissive in nature and for the purpose of setting forth the power in the Board of Directors to do so should the requisite approval of the voting members be obtained. The Board of Directors shall not be required to obtain the approval of Unit Owners at the foreclosure sale of a Unit, due to the foreclosure of the Association's lien for assessments under the provisions of the Declaration notwithstanding the sum the Board of Directors determines to bid at such foreclosure sale.

SECTION 2. TRANSFER OF UNITS: All Owners of Units or Unit Weeks in a Unit committed to Interval Ownership shall notify the Association, of any transfer, by sale or otherwise, of said Unit or Unit Week within ten (10) days of the date of same. Said Notice shall include such information and be in the form that the Association shall prescribe from time to time. The Association may send all necessary Notices to the person shown as Owner of said Unit or Unit Weeks in its records, and said Notice shall be binding as to any other Owner of said Unit or Unit Weeks where the Association has not been notified as provided herein.

ARTICLE IX.

AMENDMENTS TO THE BY-LAWS

The By-Laws may be altered, amended or added to at any duly called meeting of the Unit Owners, provided;

(1) Notice of the meeting shall contain a statement of the proposed Amendment.

(2) If the Amendment has received the unanimous approval of the full Board of Directors, then it shall be approved upon the affirmative vote of the voting members casting a majority of the total votes of the members of the Association.

(3) If the Amendment has not been approved by the unanimous vote of the Board of Directors, then the Amendment shall be approved by the affirmative vote of the voting members present or by proxy, casting not less than three-fourth (3/4ths) of the total vote; and,

(4) Said Amendment shall be recorded and certified.

(5) Notwithstanding the foregoing, these By-Laws may only be amended with the written approval when required of the parties specified in the Declaration.

ARTICLE X.

NOTICES

Whatever Notices are required to be sent hereunder shall be delivered or sent in accordance with the applicable provisions for Notices as set forth in the Declaration.

ARTICLE XI.

INDEMNIFICATIONS

The Association shall indemnify every Director and every officer, his heirs, executors, and administrators, against all loss, cost and expense reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or Officer of the Association, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding, to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE XII.

LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the Association shall not relieve or release any such former Owner or member from any liability or obligations incurred under or in any way connected with the Association during the period of such ownership and Membership, or impair any rights or remedies which the Association may have against such former Owner and member arising out of or in any way connected with such ownership and membership, and the covenants and obligations incident thereto.

ARTICLE XIII.

LIMITATION OF LIABILITY

Notwithstanding the duty of the Association to maintain and repair parts of the Townhouse property, the Association shall not be liable for injury or damage caused by a latent condition in the property, nor for injury or damage caused by the elements or by other Owners or persons.

ARTICLE XIV.

LIENS

SECTION 1. PROTECTION OF PROPERTY: All liens against a Townhouse Unit, other than for mortgages, taxes or special assessments, shall be satisfied or otherwise removed within thirty (30) days of the date of the lien attached. All taxes and special assessments upon a Townhouse Unit shall be paid before becoming delinquent, as provided in these Declaration documents or by law, which ever is sooner.

SECTION 2. NOTICE OF LIEN: A Unit Owner shall give Notice to the Association of every lien upon his Unit, other than for mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

SECTION 3. NOTICE OF SUIT: Unit Owners shall give Notice to the Association of every suit or other proceeding which will or may affect title to his Unit or any part of the property, such Notice to be given within five (5) days after the Unit Owner receives Notice thereof.

SECTION 4. FAILURE TO COMPLY: Failure to comply with this article concerning liens will not affect the validity of any judicial sale.

SECTION 5. UNITS COMMITTED TO INTERVAL OWNERSHIP: In the case of a Unit committed to Interval Ownership, an Owner of Unit Weeks in such Unit shall be required to give Notices under Section 2 and 3 of this Article XIV only as to liens, suits, and proceedings affecting title to the Unit Weeks which he owns. Any lien against an Owner of Unit Weeks in a Unit committed to Interval Ownership, or against the Unit Weeks owned by him, shall be limited to the Unit Weeks owned by him and shall not encumber the property, real or personal, or any other Owner of Unit Weeks in said Unit.

ARTICLE XV.

RULES AND REGULATIONS

SECTION 1. The Board of Directors may, from time to time, adopt or amend previously adopted administrative Rules and Regulations governing the details of the operation, use, maintenance, management and control of the Townhouses and any facilities or services made available to the Unit Owners. A copy of the Rules and Regulations adopted from time to time as herein provided shall from time to time be posted in a conspicuous place and/or copies of same shall be furnished to each Unit Owners.

SECTION 2. AS TO CONDOMINIUM UNITS: The Board of Directors, may from time to time adopt or amend previously adopted Rules and Regulations governing and restricting the use and maintenance of the Townhouse Unit(s) provided, however, that copies of such become effective, shall be posted in a conspicuous place and/or copies of same shall be furnished to each Unit Owner.

SECTION 3. CONFLICT: In the event of any conflict between the Rules and Regulations adopted, or from time to time amended, and the Declaration documents, the latter shall prevail. If any unreconciled conflict should exist or hereafter arise with respect to the interpretation of these By-Laws and the Declaration, the provisions of said Declaration shall prevail.

The foregoing was adopted as the By-Laws of Wolf Run Manor Association at the first meeting of the Board of Directors.

Secretary

APPROVED:

President

Date: SEPTEMBER 18, 1981

AMENDMENT TO MANAGEMENT AGREEMENT
BETWEEN WOLF RUN MANOR CORPORATION
AND WOLF RUN MANOR ASSOCIATION

THIS AGREEMENT, made and entered into on the date last appearing by and between Wolf Run Manor Corporation a Pennsylvania Corporation whose name appears at the end of this agreement as the Management Firm hereinafter called the "Management Firm", and Wolf Run Manor Association, a not for profit association whose name appears at the end of this instrument as the Timesharing Association, hereinafter called the "Association", which term shall be deemed to extend to and include the legal representatives, successors and assigns of the said parties hereto;

WITNESSETH

THAT, WHEREAS, the Association and the Management Firm previously entered into the Management Agreement dated September 18, 1981, and,

WHEREAS, the Management Firm and the Association are desirous of amending said agreement.

NOW, THEREFORE, for and in consideration of the sum of $10.00 (ten dollars) and other good and valuable considerations, it is agreed by and between the parties as follows:

1. That certain management agreement between the parties hereto dated September 18, 1981 shall be amended.

2. Paragraph 13 of the aforereferenced management agreement which states ". . . 30% of the budgeted annual operating costs on each unit week unsold" shall be changed to ". . . the actual fixed cost for each unit week unsold"

3. The aforereferenced is the only change with respect to the agreement abovereferenced.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, and have caused these presents to be signed respectively by their proper Officer(s), and their respective Corporate Seals have been duly affixed, this the 13th day of August, 19 90.

Signed, sealed and delivered
in the presence of :

Valerie M. Zield

Dana J. Bebaptiste

("Wolf Run Manor Corporation")

BY: _____ (SEAL)
VICE PRESIDENT

ATTEST: _____ (SEAL)
ASST. SECRETARY

("MANAGEMENT FIRM")

("Wolf Run Manor Association")

Elizabeth L. Allyn

Margaret Russell

BY: _____ (SEAL)
PRESIDENT

ATTEST: _____ (SEAL)
SECRETARY

("ASSOCIATION")

BOARD OF DIRECTORS MEETING

WOLF RUN MANOR ASSOCIATION, INC.

The Board of Directors of Wolf Run Manor Association, Inc. met in the corporate offices at Gautier, Mississippi on March 28, 1988. A full quorum of the Board was present.

The Board discussed the matter of voting rights of the membership which involved Treasure Lake Property Owners Association. The following Resolution was then presented to the Board, seconded and unanimously approved.

> RESOLVED, that an additional section to Article 2, styled Section 6, should be added as follows:
>
> "On the vote of any matter relating to the Treasure Lake Property Owners Association, those voting rights are assigned to the Board of Directors. The Board of Directors shall vote on such issues as presented to it involving, in any fashion, the Treasure Lake Property Owners Association by the affirmative vote of a majority of the Board of Directors present, in person or proxy, at a Directors meeting with one vote to be allocated for each townhouse unit located within the Association."
>
> BE IT FURTHER RESOLVED, that the President of this Association is hereby authorized and directed to take such action and do such acts and deeds that are necessary to carry out the mandates of the foregoing Resolution.

There being no further business, the meeting was adjourned.

J. W. Sewell

WOLF RUN MANOR

RECEIPT FOR PUBLIC OFFERING STATEMENT

I HEREBY ACKNOWLEDGE THAT I RECEIVED THE PUBLIC OFFERING STATEMENT FOR WOLF RUN MANOR ON THIS _____ DAY OF _____, 2_____. AND I UNDERSTAND THAT MY RIGHT TO CANCEL ANY SALES AGREEMENT TO PURCHASE A TIMESHARE INTERVAL EXPIRES ON THE _____ DAY OF _____, 2_____, WHICH IS FIVE (5) DAYS, (SUNDAYS AND HOLIDAYS EXCEPTED) FROM THE RECEIPT OF THIS PUBLIC OFFERING STATEMENT.

_____

SIGNATURE

_____

DATE

WOLF RUN MANOR

RECEIPT FOR PUBLIC OFFERING STATEMENT

I HEREBY ACKNOWLEDGE THAT I RECEIVED THE PUBLIC OFFERING STATEMENT FOR WOLF RUN MANOR ON THIS _____ DAY OF _____, 2_____. AND I UNDERSTAND THAT MY RIGHT TO CANCEL ANY SALES AGREEMENT TO PURCHASE A TIMESHARE INTERVAL EXPIRES ON THE _____ DAY OF _____, 2_____, WHICH IS FIVE (5) DAYS, (SUNDAYS AND HOLIDAYS EXCEPTED) FROM THE RECEIPT OF THIS PUBLIC OFFERING STATEMENT.

_____

SIGNATURE

_____

DATE

PUBLIC OFFERING STATEMENT
For
SILVERWOODS
AT
TREASURE LAKE
1129 Treasure Lake
DuBois, PA 15801

Crown Resorts, Ltd.
Seller of Silverwoods
PO Drawer 1568
Gautier, MS 39553

"THIS PUBLIC OFFERING STATEMENT CONTAINS IMPORTANT INFORMATION WHICH SHOULD BE CONSIDERED PRIOR TO ACQUIRING A TIMESHARE INTERVAL."

"THE STATEMENTS CONTAINED HEREIN ARE SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL DOCUMENTS AND OTHER ITEMS REFERENCED IN THIS PUBLIC OFFERING STATEMENT FOR MORE DETAILED INFORMATION."

"ORAL REPRESENTATIONS SHOULD NOT BE RELIED ON AS CORRECT STATEMENTS. REFER TO THIS DOCUMENT FOR CORRECT REPRESENTATIONS.

This contains important matters in purchasing a Timeshare Unit or Interval Ownership. The Buyer should read and understand all contracts and other sales material before purchasing a Timeshare Unit.

EXHIBIT "B-2"

SILVERWOODS ASSOCIATION
FY 2005 BUDGET - OPERATING FUND

	Total Amount	Amount Per Week	
NON-DUES OPERATING INCOME	94,263	34.74	
OPERATING EXPENSES			
General Office	28,662	10.56	
Replacements	20,800	7.67	
Monthly Unit Services	208,080	76.68	
Cost/Rent of Equipment	6,600	2.43	
Reservations/Administration	81,600	30.07	
Recreation	48,464	17.86	
Housekeeping	115,299	42.49	
Building Maintenance	61,017	22.49	
Grounds Maintenance	50,876	18.75	
Vehicle Maintenance	3,000	1.11	
Management Fees	126,984	46.80	
Accounting/Collections	65,700	24.21	
POA Fees	50,819	18.73	
Professional Services	11,553	4.26	
Property & Misc Taxes	121,522	44.79	
Property/Liability Insurance	87,000	32.06	
Depreciation	11,623	4.28	
Total Operating Expenses	1,099,599	405.24	
NET OPERATING EXPENSE TO BE FUNDED	(1,005,336)	(370.50)	
Less: Member Dues, Net	1,005,336	370.50	**370.50**
NET OPERATING SURPLUS/(LOSS)	(0)	0.00	

FY 2005 BUDGET - RESERVE FUND

	Total Amount	Amount Per Week	
Reserve Dues Income	52,908	19.50	**19.50**
Reserve Expenditures	0	0.00	
NET RESERVE FUND CARRIED FORWARD	52,908	19.50	
COMBINED FUNDS - NET SURPLUS/(LOSS)	52,908	19.50	**390.00**

NOTE: This budget is for the period April 1, 2004 through March 31, 2005.

AMENDMENT TO THE DECLARATION OF INTERVAL OWNERSHIP OF WOLF RUN MANOR CORPORATION, SILVERWOODS ADDITION RECORDED IN CLEARFIELD COUNTY MISC. BOOK 927, PAGE 273

WHEREAS, Wolf Run Manor Corporation hereinafter called "Declarant" filed of record in the office of the Recorder of Deeds of Clearfield County in Miscellaneous Book 927, page 273 a certain Declaration of Interval Ownership hereinafter referred to as "Declaration" pertaining to a subdivision of a portion of Declarant's real property designated as the Silverwoods Addition which Declarant was the owner by virtue of a deed dated November 15, 1983 and recorded in Clearfield County Deed Book Volume 917, page 149; and

WHEREAS, the Unit Owners are desirous of making a certain amendment to exhibit "II" attached to the recorded Declaration as provided for in Article X of the Declaration that states the Declaration may be amended at any regular meeting of the Unit Owners called and convened in accordance with the By-Laws, by the affirmative vote of Voting Members present or by proxy casting not less than fifty-one percent (51%) of the total vote; and

WHEREAS, at a duly convened meeting of the Unit Members of the Association held on February 23, 2002 a majority of the voting members approved the amendment to exhibit "II" for the express purpose of correcting an error to the original attachment of the exhibit hereinafter recited; and

NOW, THEREFORE, the exhibit "II" of the Declaration is amended as follows on the attached exhibit labeled "AMENDED EXHIBIT II" and attached hereto and made a part hereof.

IN WITNESS WHEREOF, Silverwoods Association, Inc has caused a common and corporate seal to be affixed to these presents by the hand of its President, and duly attested to by its Secretary this 25th day of February 2002.

ATTEST: SILVERWOODS ASSOCIATION, INC.

BY: _____ BY: _____

Secretary President

SEAL

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200209967
RECORDED ON
Jun 24, 2002
02:46:24 PM
Total Pages: 7

RECORDING FEES -- $19.00
RECORDER
DENTITY IMPROVEMENT $2.00
AND
RECORDER $3.00
IMPROVEMENT FUND
STATE UNIT TAX $0.50
TAL $24.50
CUSTOMER
DICE RESORT PROPERTIES

STATE OF PENNSYLVANIA

COUNTY OF CLEARFIELD

SILVERWOODS TOWNHOUSES
DECLARATION OF INTERVAL OWNERSHIP
DUBOIS, PENNSYLVANIA

This Declaration and by-laws which are attached hereto and made a part hereof, is made and executed this the 16th day of January, 1984, by Wolf Run Manor Corp., a Pennsylvania corporation hereinafter referred to as "Wolf Run", for itself, its successors, and grantees.

WITNESSETH

WHEREAS, Wolf Run is the owner of the fee simple title to the real property located in Sandy Township, Clearfield County, Pennsylvania as more particularly described and set forth as townhouse property in the Survey Exhibits attached hereto as "Exhibit I", which are made a part hereof as though fully set forth herein, said townhouse property referred to as the "land"; and

WHEREAS, it is the intention of Wolf Run to submit the property to interval ownership and sell and convey the same to various purchasers, subject to the covenants, conditions, restrictions and by-laws provisions, herein now and later provided and reserved to be kept and observed; and

WHEREAS, Wolf Run desires and intends by following this Declaration and the Exhibits attached hereto to submit the property to interval ownership and to impose upon said property mutually beneficial restrictions under a general plan of improvement for the benefit of said property and the owners thereof.

NOW THEREFORE, Wolf Run does hereby publish and declare that all the property referred to above and as set out and described on the Exhibits hereto is held and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved as Interval Ownership units and approved subject to the following covenants, conditions, restrictions, uses, limitations, declarations and obligations, all of which are declared and agreed to in furtherance of a plan for the improvement of said property and the divisions thereof into townhouse units (hereinafter defined) and the same shall be deemed to run with the land and shall be binding upon Wolf Run, its successors, grantees and assigns, and any persons acquiring or owning an interest in the property, their grantees, and successors, heirs, devisees, assigns and personal representatives.

I.
Definitions

As used in this Declaration of Interval Ownership, and By-laws and Exhibits attached hereto, and all amendments thereof, unless the contracts otherwise provide, the following definitions shall prevail:

A. Declaration of Interval Ownership means this instrument as it now exists and may, from time to time, be amended.

B. Association means Silverwoods Association and it is responsible for the operation of the timesharing unit. During any period when a management agreement is in effect, any rights and responsibilities of the association shall also be the right and responsibility of management firm under said management agreement.

C. By-laws means the by-laws of the association, as they now exist and from time to time are amended.

D. Common expenses means the expenses for which the unit owners are liable as designated by the Association, including but not limited to membership fees, assessments, maintenance fees, which may include capital replacements, taxes, insurance, utilities, maid service, operational cost, sinking fund and other related expenses.

E. Common surplus means the excess of all receipts of the Association over and above the amount of common expenses.

F. Expenses means a share of the funds required for the payment of expenses which, from time to time, are assessed against the unit owners.

G. Townhouse means a house whose sidewalls abut the sidewalls of a house on the adjacent lot. Each owner owns the outside walls of his house and the entire lot is owned by the owners of the house.

H. Unit owner or owner of a unit, means the owner of a townhouse.

I. Wolf Run means Wolf Run Corp., a Pennsylvania Corporation, its successors and assigns.

J. Institutional mortgagee means a bank, savings and loan association, insurance company or union pension fund authorized to do business in the United States of America, an agency of the United States government, a real estate or mortgage investment trust, or a lender generally recognized in the community as an institutional type lender.

K. Mortgage shall mean a deed of trust as well as a mortgage and a Mortgagee shall mean the beneficiary under or holder of a deed of trust as well as a mortgage.

L. Occupant means a person or persons including the owner and any other than the unit owner in possession of the unit.

M. Timesharing documents means this Declaration, the by-laws and all exhibits annexed hereto, as the same may be amended from time to time.

N. Board of administration or board of directors means the representative body responsible for the administration of the association.

O. Interval ownership is a concept whereby units are conveyed for periods of time, the purchaser receiving a dated time period for a period of years, together with a remainder over in fee simple as tenant in common with all other purchasers of unit weeks in such townhouse units in the year 2030.

P. Unit week means a period of ownership in a townhouse committed to interval ownership. Unit weeks are computed as follows: Unit week One is the seven (7) days commencing on the first day in each year as delineated in Exhibit II attached hereto. Unit Week Two is the seven (7) days exceeding additional weeks up to and including Unit Week 52 and are computed in the like manner. Unit Week 52 contains the seven days preceding the end of Unit Week 51 without regard to the month or year. Unit Week 53 contains any excess days. Unit weeks run from 5:00 P.M. on the first day of the period to 10:00 A.M. on the last day of the period or as otherwise amended by Exhibit II.

Q. Common surplus means the excess of all receipts of the association, including but not limited to, assessments, rents, profits and revenues on account of the common element, over and above the common expenses.

R. Timesharing property means and includes the land in a timesharing unit, whether or not contiguous and all improvements thereon and all easements and rights appurtenant thereto, intended for use in connection with the timesharing unit.

S. Assessment means a share of the funds required for payment of expenses, which, from time to time, may be assessed against the owners.

T. Unit or Townhouse Unit refers therein to each of the separate and identified Townhouse buildings delineated in the Survey attached to the Declaration as Exhibit I.

II.
NAME

The name by which thse townhouses are to be identified shall be "Silverwoods".

III.
COMMITTING A UNIT TO INTERVAL OWNERSHIP

A unit shall become a unit committed to Interval Ownership upon the recording of a declaration by Wolf Run which commits said unit to interval ownership. No unit may be committed to Interval Ownership by any person, or other entity other than Wolf Run, its successors and assigns. A unit will no longer be committed to Interval Ownership any time all unit weeks are owned by the same legal entity. Notwithstanding the above, Wolf Run may assign its rights to commit units to any other entity to which it conveys substantially all units which it owns in the Townhouse property.

IV.
IDENTIFICATION OF UNITS

The Townhouse property consists essentially of all units and other improvements as set forth in Exhibit I attached hereto and for purpose of identification, all units located on said Townhouse property are given identifying numbers and are delineated on the Survey Exhibits, collectively identified as "Exhibit I", hereto attached and made a part of this Declaration. No unit bears the same identifying number as does any other unit. The aforesaid identifying number as to the unit is also the identifying number as to the Townhouse parcel. The said Exhibit I, also contains a survey of the land, graphic description of the improvements, and a plot plan and, together with this Declaration, they are in sufficient detail to identify the location, dimensions and size of the common elements and of each unit, as evidenced by the Certificate of the Registered Land Surveyor hereto attached. The legend and notes contained with the said Exhibit are incorporated herein and made a part hereof by reference.

Notwithstanding anything to the contrary, Wolf Run reserves the right to amend the Survey Exhibits, for a period of ten (10) years, by adding additional real property and Townhouse Units to this Declaration of Interval Ownership, stated in Article XVIII hereof. If any such property is added, it shall be located within that real property generally known as Treasure Lake development, Clearfield County, Pennsylvania.

V.
IDENTIFICATION OF UNITS COMMITTED TO INTERVAL OWNERSHIP

Wherever the term "Unit Owner" or "Unit Owners" is used anywhere within the context of this Declaration or any Amendment or Supplementary Declaration hereto, it shall be construed to include all owners of unit weeks within any unit committed to interval ownership as one unit owner.

VI.
VOTING RIGHTS

Each interval owner shall be entitled to one vote for each Unit Week owned. An interval owner may vote by means of a proxy.

VII.
COMMON EXPENSE AND COMMON SURPLUS

The common expenses of the Townhouses, shall be shared by the unit owners, including the obligation of each unit owner under the Management Agreement attached hereto as Exhibit III. The foregoing equal ratio of sharing common expenses and assessments shall remain, regardless of the purchase price of the Townhouse, their location or the building square footage included in each Townhouse.

Any common surplus of the association shall be owned by each of the unit owners in the same equal proportions, any common surplus being the excess of all receipts of the Association from the Townhouses, over the amount of the common expenses of the Townhouses.

VIII.
MAINTENANCE FEE FOR UNITS COMMITTED TO INTERVAL OWNERSHIP

All owners of Unit Weeks in Units committed to Interval Ownership shall pay a "maintenance fee". The maintenance fee shall include the following:

The particular Unit Week Owner's share of common expenses, as set forth in Paragraph VII above;

Repair and upkeep of Units for normal wear and tear (example - repainting interior walls);

Repair and replacement of furniture, fixtures, appliances, carpeting and utensils;

Casualty and/or liability insurance on the Unit;

Capital expenditures

Utilities for the subject Unit;

Personal property, real estate, and any other applicable taxes;

Any other expenses incurred in the normal operations and maintenance of the Unit which cannot be attributed to a particular Unit Week Owner. (For example - management fee)

The maintenance fee shall be prorated among all Owners of Unit Weeks. The foregoing shall not apply to any Unit Week conveyed to the Association. Resort or its designated assignee shall have the right to levy a lien for any unpaid fees, dues, and assessments and taxes.

IX.
MAINTENANCE WEEK IN UNITS COMMITTED TO INTERVAL OWNERSHIP

Upon conveying fifty-one (51) Unit Weeks in any Unit committed to Interval Ownership, or six (6) months from the date of the first conveyance under Interval Ownership in any Unit committed to Interval Ownership, whichever date comes first, Wolf Run shall have the right to choose the Unit Week(s) to be so conveyed. In the event any one person, or other legal entity becomes holder of record title to all unit weeks in any one unit that person, or other legal entity, may cause the Association to convey said unit weeks conveyed to the Association to it by notifying the Association, in writings, of its desire that said unit cease being a unit committed to interval ownership. The Association shall execute the necessary papers to complete said conveyance no later than sixty (60) days after notice. All expenses of said conveyance, including state stamps and recording fees, shall be borne by the person, or other legal entity, desiring such conveyance.

X.
METHOD OF AMENDMENT OF DECLARATION

This Declaration may be amended at any regular or special meeting of the Unit Owners, called and convened in accordance with the By-Laws, by the affirmative vote of Voting Members present or by proxy casting not less than fifty-one percent (51%) of the total vote.

All Amendments shall be recorded and certified. Subject to the provisions of Article VII, no Amendment shall change any Townhouse Unit's proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any Unit, unless the record Owners(s) thereof, and all record Owners of mortgages or other voluntarily placed liens thereon, shall join in the execution of the Amendment. No Amendment shall be passed which shall impair or prejudice the rights and priorities of any mortgages or change the provisions of this Declaration with respect to Institutional Mortgages without the written approval of all Institutional Mortgages of record, nor shall the provisions of Article XV of this Declaration be changed without the written approval of all Institutional Mortgagees of record.

No amendment shall change the rights and privileges of Wolf Run without Wolf Run's written approval.

Wolf Run, so long as it owns more than twenty-five percent (25%) of the Townhouses or Unit Weeks in the Townhouse, reserves the right at any time to amend the Declaration, as may be required by any lending institution or public body or in such manner as Wolf Run may determine to be necessary to carry out the purposes of the project provided that such Amendment shall not increase the proportion of common expenses borne by the Townhouse Owners.

XI.
BY-LAWS

The operation of the Townhouse property shall be governed by the By-Laws of the Association. (Exhibit IV)

No modification of or Amendment to the By-Laws of said Association shall be valid unless set forth in or annexed to a duly recorded Amendment to this Declaration. The By-Laws may be amended in the manner provided for therein, but no Amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any Townhouse, or which would change the provision of the By-Laws with respect to Institutional Mortgages without the written approval of all Institutional Mortgagees of record. No Amendment shall change the rights and privileges of Wolf Run without Wolf Run's written approval. Any Amendment to the By-Laws, as provided herein, shall be executed by the parties as required in this Article and in Article X above.

XII.
THE OPERATING ENTITY

The operating entity of the Townhouses shall be the Association. The said association upon agreement of its board of directors shall have the right to assign its obligations of management, maintenance and collection of common expenses and all the other management functions of the association to an acceptable management agent. The said association, or its designated assignee shall have all the powers and duties granted to or imposed upon it by this Declaration and the By-Laws of the Association, and all of the powers and duties necessary to operate the Townhouses, as set forth in this Declaration and the By-Laws, and as they may be amended from time to time.

XIII.
Maintenance Fees, Assessments, Membership Fees, Recreation Fee

Maintenance Fees.

The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sum or sums necessary and adequate as maintenance fees to provide for the common expenses of the Townhouse. The maintenance fees shall be levied against each Townhouse Unit Owner as provided for in Article VII of this Declaration. The maintenance fee shall be due and payable annually (if the interval ownership is not financed by seller). Maintenance fees are due and payable monthly on installment transactions. Due dates shall be determined by the Board of Directors of Silverwoods Association or its designated assignee. Maintenance fees that are unpaid for over ten (10) days after due shall bear interest at the rate of ten percent (10%) per annum from due date until paid, and at the sole discretion of the Board of Directors, a late charge of twenty five dollars shall be due and payable. Monthly bills for the same shall not be mailed and delivered to Unit owners. Maintenance fees for units committed to interval ownership shall be due and payable annually or as determined by the association.

Assessments.

Assessments for emergency purposes upon showing of good cause, may also be levied by the association through its Board of Directors. This assessment shall be due and payable as determined by the Board of Directors of Silverwoods Association or as designated assignee.

Assessments that are unpaid for over ten (10) days after due shall bear interest at the rate of ten percent (10%) per annum from due date until paid, and at the sole discretion of the Board of Directors, a late charge of twenty five dollars shall be due and payable. Assessments for emergency purposes may also be levied by the Association by its Board of Directors. The assessments shall be due and payable as determined by the Board of Directors of the Association.

Membership Fee.

The membership fee is that fee levied against the interval owner in exchange for the use of any amenities controlled by Treasure Lake Property Owners Association, Inc. This fee is contained in the amount that the interval owner pays to Silverwoods Association which in turn pays that portion of fee on behalf of the interval owner.

The Association, or its designated assignee shall have a lien on each Townhouse Unit Week for unpaid assessments, maintenance fee and membership fee together with interest thereon, against the Unit Owner of such Townhouse, together with a lien on all tangible personal property located within said Unit, except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record. Reasonable attorneys' fees incurred by the Association incident to the collection of such assessments, maintenance fee and membership fee or the enforcement of such lien, together with all sums advanced and paid by the Association for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association, in order to preserve and protect its lien, shall be payable by the Unit Owner and secured by such lien. The Board of Directors, may take such action as it deems necessary to collect assessments, maintenance fee and membership fee by personal action or by enforcing and foreclosing said lien, and may settle and compromise the same if deemed in its best interest. Said lien shall be effective as and in the manner provided for by law. The Association, shall be entitled to bid at any sale held pursuant to a suit to foreclose such lien, and to apply as a cash credit against its bid, all sums due, as provided herein, covered by the lien enforced. In case of such foreclosure, the Unit Owner shall be required to pay a reasonable rental for the Townhouse for the period of time said Townhouse is occupied by the Unit Owner or anyone by, through or under said Unit Owner, and Plaintiff in such foreclosure shall be entitled to the appointment of a Receiver to collect same from the Unit Owner and/or Occupant.

In the case of a lien against an Owner of Unit Weeks in a Unit committed to Interval Ownership, said lien shall be limited to the Unit Weeks owned by said Owner and shall not encumber the property, real or personal, of any other Owner of Unit Weeks in said Unit.

Where the Mortgagee of an Institutional First Mortgage of record, or other purchaser of a Townhouse, obtains title to a Townhouse as a result of foreclosure of the Institutional First Mortgage, or when an Institutional First Mortgagee of record accepts a Deed to said Townhouse in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the shares of maintenance fees or assessments by the Association pertaining to such Townhouse, or chargeable to the former Unit Owner of such Townhouse, which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such Deed in lieu of foreclosure. Such unpaid share of maintenance fees or assessments shall be deemed to be common expenses collectible from all of the Unit Owners, including such acquirer, his successors and assigns.

Any person who acquires an interest in an Unit, except through foreclosure of an Institutional First Mortgage of record, or by virtue of an Institutional First Mortgagee accepting a Deed to a Townhouse in lieu of foreclosure, as specifically provided hereinabove including, without limitation, persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy of the Unit or enjoyment of the Common Elements until such time as all unpaid assessments and maintenance fee due and owing by the former Unit Owners have been paid. The Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments and maintenance fee to Wolf Run, or to any Unit Owner or group of Unit Owners, or to any third party.

Recreation Fee

The recreation fee is that fee levied against the interval owner in exchange for use of any amenities owned by Recreation Land Corporation. This fee is contained in the amount that the Interval Owner pays to Silverwoods Association which in turn pays that portion of the fee on behalf of the interval owner. A Unit Owner, Unit Owner's spouse and Unit Owner's children, age 25 years and under living at home, shall be entitled to year around use of the recreational facilities.

Failure of an interval owner to pay any fee or assessment may preclude said interval owner from the use of any recreational facilities.

XIV.
INSURANCE PROVISIONS

I. **Insurance**

A. **Purchase of Insurance**: The Association shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance insuring all of the insurable improvements within the Townhouse, together with such other insurance as the Association deems necessary in and for the interest of the Association, all Unit Owners and their Mortgagees as their interest may appear, in an amount which shall be equal to the maximum insurable replacement value as determined annually; and the premiums for such coverage and other expenses in connection with said insurance shall be assessed against the Unit Owners as part of the common expense. The named insured shall be the Association, individually and as Agent for the Unit Owners, without naming them, and as Agent for their Mortgagees.

Provision shall be made for the issuance of Mortgagee endorsements and memoranda of insurance to the Mortgagees of Unit Owners. Such policies shall provide that payments for losses thereunder by the insurer shall be made to the insurance trustee hereinafter designated, and all policies and endorsements thereon shall be deposited with the insurance trustee. Unit owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense.

B. **Coverage**:

(1) **Casualty**. All Townhouse buildings shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and all personal property included in the Townhouse shall be insured for its value, all as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:

(a) **Loss or damage** by fire and other hazards covered by a standard extended coverage endorsement; and

(b) **Such other risks** as from time to time shall be customarily covered with respect to Townhouses including but not limited to vandalism and malicious mischief.

(2) **Public Liability** in such amounts and with such coverages, if available, as shall be required by the Board of Directors of the Association and with cross liability and endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner.

(3) **Insurance on Units Committed to Interval Ownership**. The Board of Directors of the Association, shall obtain casualty and liability insurance, as needed, on all Units committed to Interval Ownership. Each such policy shall reflect the respective interest of the Association, and all Owners of Unit Weeks in each Unit. Casualty insurance shall be in an amount equal to the maximum insurable replacement value of the Unit and the personal property therein without deduction for depreciation as determined annually by the Board of Directors of the Association. The premiums shall be a part of the maintenance fee. All losses thereunder shall be payable to the Insurance Trustee hereinafter designated. All such proceeds shall be used for the purpose of repair or replacement of any loss, or in the event such loss is not to be repaired or replaced, as determined elsewhere, to be divided among all Owners of Unit Weeks in such Unit in accordance with their percentage interest in remainder. Any deficit or overage in such proceeds, after repair or replacement, shall be divided among all such Owners of Unit Weeks in that Unit. Deficits shall be treated as a prorated assessment and billed to each Unit Owner.

(4) **Workmen's Compensation** policy to meet the requirements of law.

(5) **Such other Insurance** as the Board of Directors of the Association shall determine from time to time desirable.

C. **Premiums**: Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

D. **Insurance Trustee; Shares of Proceeds**: All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their Mortgagees, as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the insurance trustee, which shall be designated by the Board of Directors and which shall be any bank or trust company in Pennsylvania. The insurance trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein and for the benefit of the Unit Owners and their Mortgagees in the following shares, but which shares need not be set forth on the records of the insurance trustee:

(1) **Townhouses**. Proceeds on account of damage to Units shall be held in the following undivided shares:

(a) **When the Building is to be Restored** - For the Owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner, which cost shall be determined by the Association.

(b) **When the Building is Not to be Restored** - A share for each Unit Owner, equal to the percentage of ownership of Unit Weeks owned against the total number of Unit Weeks committed to Interval Ownership of that particular Townhouse.

(2) **Mortgagees**. In the event a mortgage endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the Mortgagee and the Unit Owner as their interests may appear; provided, however, that no Mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no Mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions thereof made to the Unit Owner and Mortgagee pursuant to the provisions of this Declaration.

E. **Distribution of Proceeds**: Proceeds of insurance policies received by the insurance trustee shall be distributed to or for the benefit of the beneficial Owners in the following manner:

(1) **Expense of the Trust**. All expenses of the insurance trustee shall be first paid or provision made therefor.

(2) **Reconstruction or Repair**. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial Owners. Remittance to Unit Owners and their Mortgagees being payable jointly to them. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by such Mortgagee.

(3) **Failure to Reconstruct or Repair**. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds, shall be distributed to the beneficial Owners, remittances to Unit Owners and their Mortgagees being payable jointly to them. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by such Mortgagee.

(4) **Certificate**. In making distribution to Unit Owners and their Mortgagees, the insurance trustee may rely upon a certificate of the Association made by its President and Secretary as to the names of the Unit Owners and their respective shares of the distribution.

F. **Association as Agent**: The Association is hereby irrevocably appointed Agent for each Unit Owner and for each Owner of a mortgage or other lien upon a Unit and for each Owner of any other interest in the Townhouse to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

G. **Notice of Insurance Coverage**: In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owners, the Association will give Notice of the exposure within a reasonable time to all Unit Owners who may be exposed to the liability and they shall have the right to intervene and defend.

H. Inspection of Insurance Policy: A copy of each insurance policy obtained by the Association shall be made available for inspection by Unit Owners at reasonable times.

II. RECONSTRUCTION OR REPAIR AFTER CASUALTY

A. Determination to Reconstruct or Repair: If any part of the Townhouse shall be damaged by casualty, whether it shall be determined in the following manner:

(1) Lesser Damage - If the damaged townhouse is found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired unless within 60 days after the casualty, it is determined by Agreement in the manner elsewhere provided that the Townhouse Interval Ownership status shall be terminated.

(2) Major Damage - If the damaged Townhouse is found by the Board of Directors to be not tenantable, then the damaged Townhouse will not be reconstructed or repaired and Townhouse Interval Ownership will be terminated without Agreement as elsewhere provided, unless within 60 days after the casualty, the Owners agree in writing to such reconstruction or repair.

(3) Certificate. The insurance trustee may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

B. Plans and Specifications: Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, portions of which are attached hereto as Exhibits; or if not, then according to plans and specifications approved by the Board of Directors of the Association.

C. Responsibility: If the damage is only to those parts of one Townhouse Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

D. Estimates of Costs: Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable detailed estimates of the cost to rebuild or repair.

E. Assessments: The amount by which an award of insurance proceeds to the insurance trustee is reduced on account of a deductible clause in an insurance policy shall be assessed against all Unit Owners in proportion to their number of Unit Weeks owned. If the proceeds of such assessments and of the insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if any time during reconstruction and repair or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstructions and repair are insufficient, assessments shall be made against the Unit Owners of that Townhouse, in sufficient amount to provide funds for the payment of such costs. Such assessments amount to provide funds for damage to Townhouse shall be in proportion to the cost of reconstruction and repair of their respective Units.

F. Construction Funds: The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the insurance trustee and funds collected by the Association from assessments against Unit Owners, shall be disbursed in payment of such costs in the following manner:

(1) Association. If the total assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair which is the responsibility of the Association is more than $ 5,000.00, then the sums paid upon such assessments shall be deposited by the Association with the insurance trustee. In all other cases, the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

(2) Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the insurance trustee by the Association from collections of assessment against Unit Owners on account of such Casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(a) Association - Lesser Damage - If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than $5,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the insurance trustee by a Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund. Such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(b) Association - Major Damage - If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than $5,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association or upon approval of an architect qualified to practice in Tennessee and employed by the Association to supervise the work.

(c) Unit Owner - The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Unit Owner shall be paid by the insurance trustee to the Unit Owner, or if there is a mortgage endorsement as to such Unit, then to the Unit Owner and Mortgagee jointly, who may use such proceeds as they may be advised.

(d) Surplus - It shall be presumed that the first monies disbursed in payment of costs and reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial Owners of the fund in the manner elsewhere stated;

Except, however, that the part of a distribution to a beneficial Owner which is not in excess of assessments paid by such Owner into the construction fund shall not be made payable to any Mortgagee.

(e) Certificate - Notwithstanding the provisions herein, the insurance trustee shall not be required to determine whether or not sums paid by Unit Owners upon assessments shall be deposited by the Association with the insurance trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the assessments paid by Owners. Instead, the insurance trustee may rely upon a certificate of the Association, made by its President and Secretary, as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the name of the payee and the amount to be paid; provided, that when a Mortgagee is herein required to be named as payee, the insurance trustee shall also name the Mortgagee as a payee of any distribution of insurance proceeds to a Unit Owner; and further provided that if the Association or a Mortgagee which is the beneficiary of an insurance policy, the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

XV.
USE AND OCCUPANCY

A. Residential Use Restriction: The Owner of a Townhouse shall occupy and use his Townhouse as a single family private dwelling for himself and the members of his family, his social guests, lessees, licensees and invitees. Notwithstanding the foregoing, nothing in this Declaration shall be construed to restrict Wolf Run, or any successor in interest to Wolf Run, from selling and/or conveying any unit under a plat of Interval Ownership, or any person, group of persons, corporation, partnership, or other entity,

from selling, reconveying, or any other way, transferring same, at any time under said plan of Interval Ownership.

B. **Prohibited Acts:** The Unit Owner shall not permit or suffer anything to be done or kept in his Unit which will increase the rate of insurance in the Townhouse property, or which will obstruct or interfere with the rights of other Unit Owners, or annoy them by unreasonable noises, or otherwise, nor shall the Unit Owners commit or permit any nuisance, immoral or illegal acts in or about the Townhouse property.

C. **Animals or Pets:** No animals or pets of any kind shall be kept in any unit or on any property of the townhouse except subject to some Rules and Regulations as may be adopted by the Board of Directors for the keeping of said pets; provided that such house pets causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property subject to these restrictions upon three (3) days written notice from the Management Firm or the Board of Directors of the Association. Once permission is granted, as provided in this paragraph, it may not be withdrawn or terminated unless such house pet has caused or created a nuisance or unreasonable disturbance as provided in this paragraph.

D. **Restrictions on Alterations:** The Owner of a Unit shall not cause anything to be affixed or attached to, hung, displayed or placed, on the exterior walls, doors or windows of the Townhouse, nor shall they cause any type of ground coverage to be installed nor shall they grow any type of plant, shrubbery, flower, vine or grass outside their Unit, nor shall they cause awnings or storm shutters, screens, enclosures and the like to be affixed or attached to any Units, nor shall they place any furniture or equipment outside their Unit except with the prior written consent of the Board of Directors and further, when approved, subject to the Rules and Regulations adopted by the Board of Directors. No clothes lines or similar device shall be allowed on any portion of the Townhouse property, nor shall clothes be hung anywhere except where designated by the Board of Directors of the Association.

E. **Holdover Interval Owners:** In the event any Owner of a Unit Week in a Townhouse committed to Interval Ownership fails to vacate his Unit at the expiration of his period of Ownership each year, or at such earlier time as may be fixed by the Rules and Regulations adopted by the Association from time to time, he shall be deemed a "holdover owner". It shall be the responsibility of the Association to take such steps as may be necessary to remove such holdover Owner from the Unit, and to assist the Owner of any subsequent Unit Week, who may be affected by the holdover Owner's failure to vacate, to find alternate accommodations during such holdover period.

In addition to such other remedies as may be available to it, the Association or its designated assignee shall secure, as its expense, alternate accommodations for any Owner who may not occupy his Unit due to the failure to vacate of any holdover Owner. Such accommodations shall be as near in value to the Owner's own Unit as possible. The holdover Owner shall be charged a sum equal to three times the cost of such alternate accommodations, any other costs incurred due to his failure to vacate, and an administrative fee of $50.00 per day during his period of holding over. In the event it is necessary that the Association contract for a period greater than the actual period of holding over, in order to secure alternate accommodations as set forth above, the entire period shall be the responsibility of the holdover Owner, although the $50.00 per day administrative fee shall cease upon actual vacating by the holdover Owner.

The Association shall submit a bill to the holdover Owner in accordance with this paragraph. In the event the holdover Owner fails to pay same within ten (10) days of the date of same, a lien shall be filed against said holdover Owner's Unit Weeks in accordance with the provisions of Article XIV hereof.

The above provisions of Article XVI, E, shall not abridge the Association's right to take such other action as is provided by law including, but not limited to, eviction proceedings.

XVI.
MAINTENANCE AND ALTERATIONS

A. The Board of Directors of the Association may enter into a Contract with any firm, person or Corporation, or may join with other Property Owner Associations and entities in contracting for the maintenance and repair of the Townhouse property and other type properties, and may contract or may join with other Property Owner Associations in contracting for the management of the Townhouse property and other type properties, and may delegate to the Contractor or Manager all the powers and duties of the Association, except such as are specifically required by this Declaration, or by the By-Laws, to have the approval of the Board of Directors or the membership of the Association. The Contractor or Manager may be authorized to determine the budget, recommend assessments for emergency purposes and collect maintenance fee, as provided by this Declaration, By-Laws, and exhibits to the Declaration.

B. Each Owner of a Townhouse not committed to Interval Ownership agrees as follows:

(1) To maintain in good condition and repair his Townhouse and all interior and exterior surfaces within or surrounding his Townhouse (such as the surfaces of the walls, ceilings, floors, roofs) and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his Townhouse.

(2) Not to make or cause to be made any structural addition, alteration, decoration, repair, replacement or change to any outside or exterior portion of the building whether within a Unit without the prior written consent of the Board of Directors of the Association.

C. Each Owner of Unit Weeks in a Townhouse committed to Interval Ownership agrees:

(1) To pay his proportionate share of the cost of the maintenance and repair of all interior and exterior components of said Townhouse, the cost of maintenance, repair and replacement of all appliances, furniture, carpeting, fixtures, equipment, utensils, and other personal property within said Unit, and such other cost of repair, maintenance, upkeep and operation of the Unit as is necessary to the continued enjoyment of said Unit by all said Owners of Unit Weeks therein.

(2) Not to make, cause, or allow to be made, any repairs, modifications, alterations, or replacements to the outside or exterior portion of the Townhouses, or of the furnishings, appliances, personal property or decor thereof, without the prior written consent of the Board of Directors of the Association, and all other Owners of Unit Weeks therein.

(3) Expenses of repairs or replacements to the Unit or its components, furnishing, carpeting, appliances, or other property, real, personal, or mixed, occasioned by the specific use or abuse of any Owner of Unit Weeks in any Unit, or any licensee or tenant of said Owner, shall be borne in their entirety by said Owner.

(4) The Association, shall determine the interior color scheme, decor and furnishing, of each such Townhouse, as well as the proper time for redecorating and replacements thereof.

D. All Owners of Townhouses, including Owners of Unit Weeks in Townhouse committed to Interval Ownership, agree as follows:

(1) To allow the Board of Directors, or the agents or employees of any Management Firm or the Association, to enter into any Unit for the purpose of maintenance, inspection, repair, replacement of the improvements within the Units, or to determine in case of emergency, circumstances threatening Units, or to determine compliance with the provisions of this Declaration and the By-Laws of the Association.

(2) To show no signs, advertisements or Notices of any type on his Unit, and to erect no exterior antenna or aerials, except as consented to by the Board of Directors of the Association.

E. In the event the Owner of a Townhouse Unit fails to maintain the said Unit as required herein, or makes any alterations or additions without the required written consent, or otherwise violates or threatens to violate the provisions hereof, the

Association, shall have the right to proceed in a Court of equity for an injunction to seek compliance with the provisions hereof. In lieu thereof and in addition thereto, the Association shall have the right to levy an assessment against the Owner of a Townhouse Unit, and the Unit, for such necessary sums to remove any unauthorized addition or alteration and to restore the property to good condition and repair. Where said failure, alteration, addition, or other violation is attributable to an Owner of Unit Weeks in a Townhouse Unit committed to Interval Ownership, any such levy of an assessment shall be limited to the Unit Weeks owned by said Owner of Unit Weeks and shall be of no force and effect as to any other Owner of Unit Weeks in said Unit.

Said assessment shall have the same force and effect as all other special assessments. The Association, shall have the further right to have its employees or agents, or any subcontractors appointed by it, enter a Unit at all reasonable times to do such work as is deemed necessary by the Board of Directors of the Association, to enforce compliance with the provisions hereof.

F. The Association, shall determine the exterior color scheme, and interior color scheme of the Townhouses, and shall be responsible for the maintenance thereof, and no Owner shall paint an exterior wall, door, window, or any exterior surface, or replace anything thereon or affixed thereto, without the written consent of the Board of Directors of the Association.

G. Notwithstanding the Unit Owner's duty of maintenance, repair, replacement and the other responsibilities as to his Unit, as is provided in this Declaration and Exhibits attached thereto, the Association, may enter into an Agreement with such firms or companies as it may determine to provide certain services and/or maintenance and service are provided on a regularly scheduled basis for air conditioning maintenance and service and appurtenances thereto, exterminating services and other types of maintenance and services as the Association deems advisable and for such period of time and on such basis as it determines. Said Agreements shall be on behalf of all Unit Owners and the monthly assessment due from each Unit Owner for common expenses shall be increased by such sum as the Association deems fair and equitable under the circumstances in relation to the monthly charge for said maintenance or service. Each Unit Owner shall be deemed a party to said Agreement as if he had executed said Agreement as the Agent for the Unit Owners. The aforesaid Assessment shall be deemed to be an assessment under the provisions of Article XIV of this Declaration.

XVII.
TERMINATION

It is understood that in the year 2030, the purchasers of Townhouses committed to Interval Ownership shall become tenants in common. The Board of Directors of the Association shall, no less than 30 days, nor more than 60 days prior to the actual date of such conversion to tenancy in common, call a meeting of all Owners of Unit Weeks in Townhouses committed to Interval Ownership. At such meeting, a vote shall be taken to decide the disposition of the Units committed to Interval Ownership. A quorum at such meeting shall be a majority of the total outstanding votes of all Owners of Unit Weeks in Townhouse committed to Interval Ownership. At such meeting the owners, or proxy votes of owners by a majority vote, may vote to continue their intervals, in which case the restrictive covenants set forth below will be adopted as covenants running with the land for a period of ten (10) years. The Board of Directors of the Association shall, no less than 30 days, nor more than 60 days prior to the actual expiration of said ten year period, call a meeting of all Owners of Unit Weeks in Units committed to Interval Ownership. A quorum at such meeting shall be a majority of the total outstanding votes of all Owners of Unit Weeks in Units committed to Interval Ownership. The Owners may then vote to continue the intervals for an additional 10 year period. This process shall be repeated as the end of each successive 10 year period approaches. Should less than a majority of the Owners vote to continue the intervals at any such meeting, then the Board of Directors of the Association shall file suit in a Court of competent jurisdiction in Clearfield County, Pennsylvania, for partition of the Townhouses.

In the event the Owners vote to continue their Unit Weeks as provided above, then each Owner shall have the exclusive right to occupy his Townhouse, (and, in the case of Developer, during all Unit Weeks not theretofore conveyed, and to authorized others so to do, together with the non-exclusive right in common with all other Owners, but only when acting through the Association) to maintain and repair the Units during maintenance weeks. No Owner shall occupy his Unit, or exercise any other rights of Ownership in respect of his Townhouse other than the rights herein provided to him, during any other Unit Weeks unless expressly so authorized by the Owner entitled to occupy the Unit during such Unit Weeks or during any maintenance week except when acting through the Association. Each Owner shall keep his Townhouse and all furnishings in good condition and repair during his Unit Weeks, vacate the Townhouse at the expiration of his Unit Weeks, remove all persons and property therefrom excluding only furnishing, leave the Unit in good and sanitary condition and repair, and otherwise comply with such reasonable checkout and other procedures as may from time to time be contained in rules promulgated by the Association.

No Owner or other person or entity acquiring any right, title or interest in an Townhouse Unit shall seek or obtain through any legal procedures, judicial partition of the Unit or sale of the Unit in lieu of partition at any date prior to the expiration of each successive ten (10) year period voted by a majority of Owners. If, however, any Unit Weeks shall be owned by two or more persons as tenants-in-common or as joint tenants, nothing herein contained shall prohibit a judicial sale of the Unit Weeks in lieu of partition as between such co-tenants or joint tenants.

XVIII.
MANAGEMENT AGREEMENT

Wolf Run hereby reserves for itself, its successors and assigns, the right in its sole discretion to expand the project at any time for a period of ten (10) years by adding additional property to the property submitted to this Declaration. In the event the project is expanded in this manner to include additional Units, the Unit Owners of Townhouse Units so added shall mandatorily become members of the Association, and each such Unit Owner shall have one (1) vote for each Unit Week he owns. All other rights of use and enjoyment vested in Owners by this Declaration shall also be vested in such additional Owners.This change will be accompanied by an increase in the Common Expenses; however, the number of Unit Owners sharing such Common Expenses will also be increased, and together these factors shall be considered by the Board of Directors in fixing and determining the payment of the Common Expenses as said Common Expenses shall be set forth in Exhibit III to this Declaration, as amended. The Unit Owners in the Units so added shall be subject to all of the terms, restrictions, covenants, and conditions of this Declaration, the Restrictions, the By-laws, and any rules and regulations that may be promulgated, as each may be amended from time to time.

The additions authorized under this Article shall be made by filing of record in the Recorder's Office for Clearfield County, Pennsylvania, a Supplemental to this Declaration of Interval Ownership with respect to such additional property which shall extend the operation and effect of the terms, restrictions, covenants and conditions of this Declaration to such additional property. The Supplemental Declaration may contain such complementary additions and modifications of the terms, restrictions, covenants and conditions contained in this Declaration as may be necessary or convenient, in the sole judgment of Wolf Run, to reflect and adapt to any difference in character of the added properties, and as are not inconsistent with the general scheme of this Declaration.

XIX.
MANAGEMENT AGREEMENT

A. Silverwoods Association has entered into a Management Agreement. (Exhibit III)

The association has delegated to the management firm the power of the Association, through its Board of Directors, to determine the budget, levy and collect the maintenance fee for common expenses; assess and collect assessment; and monitor the collection of membership fees. Each Townhouse Unit Owner, his heirs, successors and assigns, shall be bound by said Management Agreement for the purposes therein expressed, including, but not limited to:

(1) Adopting, ratifying, confirming and consenting to the execution of said Management Agreement by the Association.

(2) Covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by Unit Owners in the cases provided therefor in said Management Agreement.

(3) Ratifying, confirming and approving each and every provision of said Agreement, and acknowledging that all of the terms and provisions thereof are reasonable.

(4) Agreeing that the persons acting as Directors and Officers of the Association entering into such an Agreement have not breached any of their duties or obligations to the Association.

(5) It is specifically recognized that some or all of the persons comprising the original Board of Directors of the Association, are or may be stockholders, Officers and Directors of the Management Firm, and that such circumstances shall not and cannot be construed or considered as a breach of their duties and obligations to the Association, nor as possible grounds to invalidate such Management Agreement, in whole or in part.

(6) The acts of the Board of Directors and Officers of the Association in entering into the Management Agreement be and the same are hereby ratified, approved, confirmed and adopted.

XIX.
MISCELLANEOUS PROVISIONS

A. No Owner of a Townhouse may exempt himself from liability for his contribution toward the common expenses or, in the case of an Owner of Unit Weeks in a Townhouse committed to Interval Ownership, the maintenance or membership fee, by waiver of the use and enjoyment of the recreation facilities, or by the abandonment of his Townhouse.

B. The Owners of each and every Townhouse shall return the same for the purpose of ad valorem taxes with the Tax Assessor of the County wherein the Townhouse is situate, or for such other future legally authorized governmental Officer or authority having jurisdiction over same. Nothing herein shall be construed, however, as giving to any Unit Owner the right of contribution or any right of adjustment against any other Unit Owner on account of any deviation by the taxing authorities from the valuation herein prescribed, each Unit Owner to pay ad valorem taxes and special assessments as are separately assessed against his Townhouse.

In the event the Tax Assessor does not break down ad valorem taxes on a townhouse committed to interval ownership among the various owners of Unit Weeks therein, or it is determined by the Association, that it is in the best interests of said owners to do so, the Association, shall return the same and prorate the ad valorem taxes among the various owners of unit weeks in each particular unit, on the same basis as the maintenance fee, collecting said taxes as part of the maintenance fee, and paying same to the Tax Assessor. Should any owner fail to pay his share of the ad valorem taxes through the maintenance fee, the Association, shall have the right and the power to pay same and to levy an assessment against the owner for the unit weeks owned by said owner, which assessment shall have the same force and effects as all other special assessments.

For this purpose of ad valorem taxation, the interest of the Owner of a "Townhouse" his "Townhouse", shall be considered a Unit.

C. All provisions of this Declaration and Exhibits attached hereto, and Amendments, thereof, shall be construed as covenants with the land, and of every part thereof and interest therein, including but not limited to every Unit and the appurtenances thereto, and every Unit Owner and Occupant of the property, of any part thereof, or of any interest therein and his heirs, executors, administrators, successors and assigns, shall be bound by all of the provisions of said Declaration and Exhibits hereto and any Amendments thereof.

D. If any of the provisions of this Declaration or of the By-Laws, or any section, clause, phrase, word, or the application thereof, in any circumstance, is held invalid the validity of the remainder of this Declaration, the By-Laws, and of the application thereof, of any such provision, action, sentence, clause, phrase or word, in other circumstances, shall not be affected thereby.

E. Whenever Notices are required to be sent hereunder, the same may be delivered to Unit Owners either personally or by mail, addressed to such Unit Owners at their place or residence on file with the Association from time to time. Proof of such mailing or personal delivery by the Association or any Management Firm shall be given by the Affidavit of the person mailing or personally delivering said Notices. Notices to the Association shall be delivered by mail to the Secretary of the Association, or the President of the Association, or to any member of the Board of Directors of the Association. The change of the mailing address of any party as specified herein shall not require an Amendment to this Declaration.

Notices to Wolf Run shall be delivered by mail at: P.O. Box 687, DuBois, Pennsylvania 15801.

All Notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written Notice, duly receipted for. Notices required to be given the personal representatives of a deceased Owner or devisee, when there is not personal representative, may be delivered either personally or by mail to such party at his or its address appearing in the records of the court wherein the Estate of such deceased Owner is being administered. The change of the mailing address of any party, as specified herein shall not require an Amendment to the Declaration.

F. Each Unit Owner and the Association shall be governed by and shall comply with this Declaration and the By-Laws attached hereto, as they may exist from time to time. Failure to do so shall entitle the Association or any Unit Owner to recover sums due for damages or injunctive relief or both. Such actions may be maintained by or against a Unit Owner or the Association in a proper case by or against one or more Unit Owners, and the prevailing party shall be entitled to receive reasonable attorney's fees. Such relief shall not be exclusive of other remedies provided by law.

G. Subsequent to the filing of this Declaration, the Silverwoods Association, when authorized by a vote of the majority of the total vote of the members of the Association, and approved by the Owners and holders of Institutional First Mortgages encumbering the Townhouses who represent a majority of the dollar institutionally mortgaged indebtedness against this Townhouse may, together with other Associations and others, purchase and/or acquire and enter into Agreements, from time to time, whereby it acquires leaseholds, memberships, and other possessory of use interests in lands or facilities, whether or not contiguous to the lands of the Townhouse intended to provide for the enjoyment, recreation and other use of benefit of the Unit Owners. The expense of Ownership, rental membership fees, operations, replacements and other undertakings in connection therewith shall be common expenses, together with all other expenses and cost herein or by law defined as common expenses.

H. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and plural shall include the singular. The provisions of the Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Townhouse Interval Ownership.

I. The captions used in this Declaration and Exhibits annexed hereto are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of any of the text of this Declaration or Exhibits hereto annexed.

J. Where an Institutional First Mortgage, by some circumstances, fails to be a First Mortgage, but it is evident that it is

intended to be a First Mortgage, it shall, nevertheless, for the purpose of this Declaration and Exhibits annexed, be deemed to be an Institutional First Mortgage.

K. Wolf Run specifically disclaims any intent to have made any warranty or representation in connection with the property or the Townhouse documents, except as specifically set forth therein, and no person shall rely upon any warranty or representation not so specifically made therein unless otherwise stated. Maintenance fees, common expenses, taxes or other charges are estimated only, and no warranty, guaranty or representation is made or intended, nor may one be relied upon.

L. Wolf Run Manor Corp. by its execution of this Declaration of the Interval Ownership approves the foregoing and all of the covenants, terms and conditions, duties and obligations of this Declaration of Interval Ownership and Exhibits attached thereto. The Townhouse Unit Owners, by virtue of their acceptance of the Deed of Conveyance as to their Townhouse Unit, and other parties by virtue of their occupancy of Units hereby approve the foregoing and all of the terms and conditions, duties and obligations of this declaration of Interval Ownership and Exhibits attached easements and designate the beneficiaries thereof for such time as it

M. The Interval Conveyance consists of an estate for years, together with a remainder over as tenants in common with all other determines purchasers of Unit Weeks, in each such Townhouse Unit as in its sole discretion, and thereafter, the Association shall be empowered forth in the Deed of Conveyance. No Owner of Unit Weeks in a Unit committed to Interval Ownership shall have the right to separate the estate for years from the remainder interest.

N. The real property submitted to Townhouse Interval Ownership herewith is subject to conditions, limitations, restrictions, reservations, all matter of record, taxes, applicable zoning ordinances now existing or which may hereafter exist, easements for ingress and egress for pedestrian and vehicular purposes. easements for utility service and drainage now existing or hereafter granted by Wolf Run for the benefit of such persons as Wolf Run designates, and the said Wolf Run shall have the right to grant such easements and designate the beneficiaries thereof for such time as it determines in its sole discretion, and thereafter, the Association shall be empowered to grant such easements on behalf of its members. During the period of time that Wolf Run has the right to grant the foregoing easements, said easements shall not structurally weaken the buildings and improvements nor unreasonably interfere with the enjoyment of the Townhouse of the Association's members

O. In order to insure the Townhouse Complex with adequate and uniform water service Wolf Run shall and hereby reserves the exclusive right to contract for the servicing of said Townhouse and the Unit Owners therein with said services. Pursuant to the foregoing, Wolf Run has, will or may contract with a utility company which may include a municipal or governmental agency or authority for the furnishing of said services and the Association and Unit Owners agree to pay the charges therefor pursuant to and to comply with all of the terms and conditions of said utility Agreement

P. Leasing or renting of a Townhouse Unit or Unit Weeks within a Townhouse committed to Interval Ownership may be available through Silverwoods Association.

Q. An Interval Owner shall have access to the amenities controlled by Treasure Lake Property Owners Association and Recreation Land provided said Interval Owner is current in his maintenance fees to Silverwoods Association as provided in Article XIII. An Interval Owner is automatically a member of Treasure Lake Property Owners Association and this is subject to the rules regulations and By-Laws of said Property Owners Association.

IN WITNESS WHEREOF, WOLF RUN MANOR CORP. has executed this instrument on this the 16th day January, 1984.

WOLF RUN MANOR COR

BY _____

WILLIAM F. RANDOLPH (PRESIDENT)

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

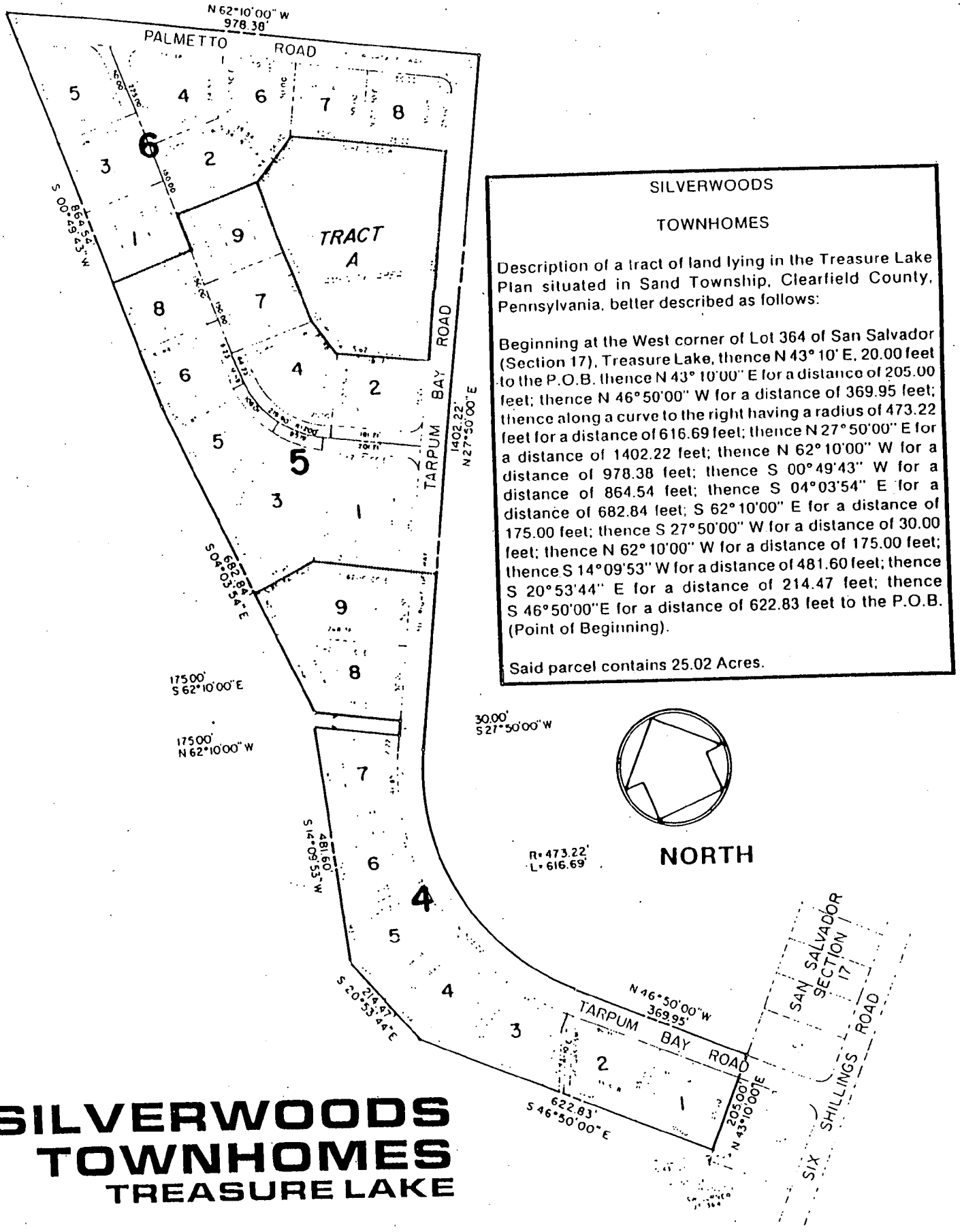
Personally appeared before me, the undersigned authority, a Notary Public, in and for said State and County, WILLIAM F. RANDOLPH who upon oath, acknowledged himself to be PRESIDENT of Wolf Run Manor Corp., (Clearfield County, Pennsylvania), a corporation, the within named bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within and foregoing instrument for the purposes therein contained by signing the name of the corporation by himself, is President, he being authorized to do so as President of said Corporation.

WITNESS my hand and official seal of office on this the 16th day of January, 1984.

_____
Notary Public

My commission expires May 11, 1984

PATRICIA A. SPRINGBORN
NOTARIAL SEAL
NOTARY PUBLIC
COMMONWEALTH OF PENNSYLVANIA



SILVERWOODS

TOWNHOMES

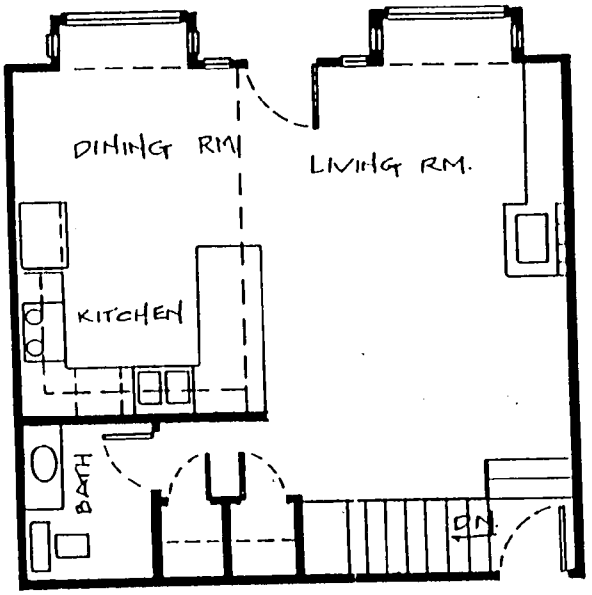
Description of a tract of land lying in the Treasure Lake Plan situated in Sand Township, Clearfield County, Pennsylvania, better described as follows:

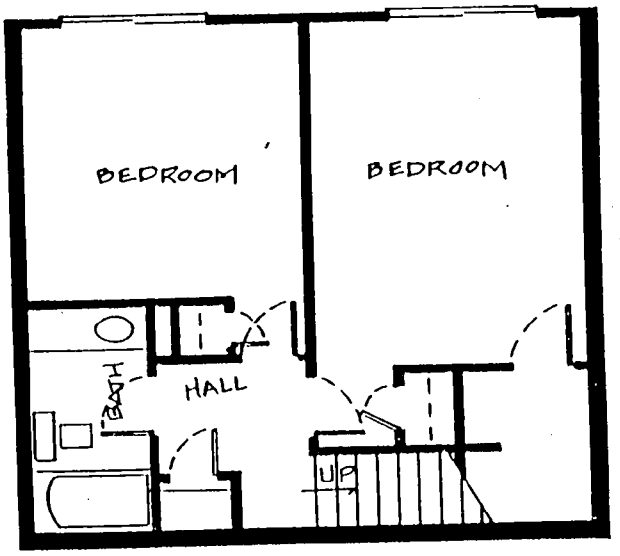
Beginning at the West corner of Lot 364 of San Salvador (Section 17), Treasure Lake, thence N 43° 10' E, 20.00 feet to the P.O.B. thence N 43° 10'00" E for a distance of 205.00 feet; thence N 46°50'00" W for a distance of 369.95 feet; thence along a curve to the right having a radius of 473.22 feet for a distance of 616.69 feet; thence N 27°50'00" E for a distance of 1402.22 feet; thence N 62°10'00" W for a distance of 978.38 feet; thence S 00°49'43" W for a distance of 864.54 feet; thence S 04°03'54" E for a distance of 682.84 feet; S 62°10'00" E for a distance of 175.00 feet; thence S 27°50'00" W for a distance of 30.00 feet; thence N 62°10'00" W for a distance of 175.00 feet; thence S 14°09'53" W for a distance of 481.60 feet; thence S 20°53'44" E for a distance of 214.47 feet; thence S 46°50'00"E for a distance of 622.83 feet to the P.O.B. (Point of Beginning).

Said parcel contains 25.02 Acres.

SILVERWOODS TOWNHOMES
TREASURE LAKE

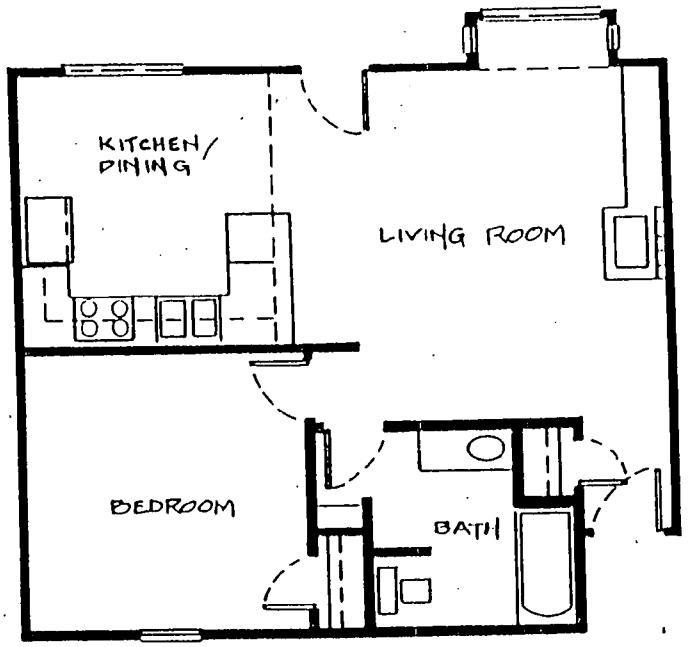
EXHIBIT I



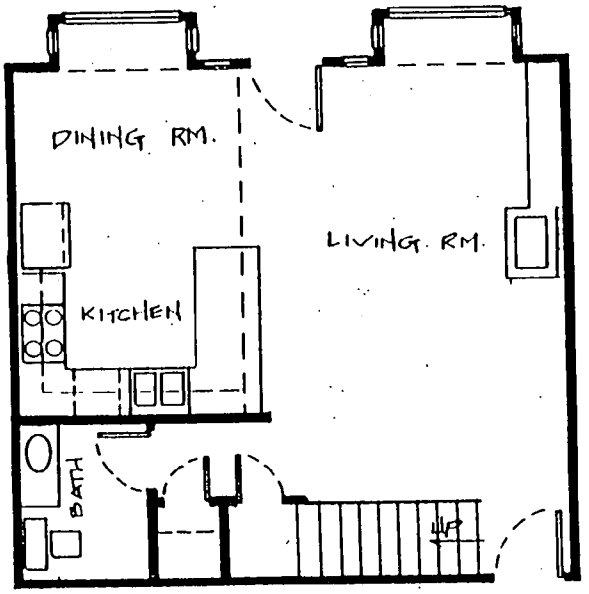


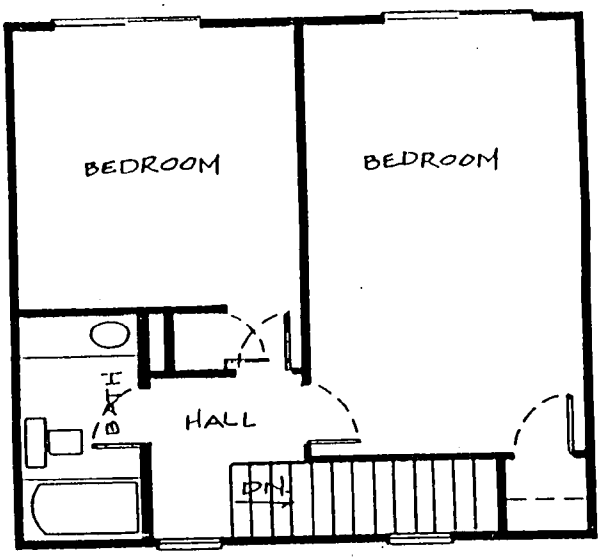
TWO BEDROOM "DOWN" UNIT

EXHIBIT I



ONE BEDROOM UNIT





TWO BEDROOM "UP" UNIT

EXHIBIT I

INTERVAL OWNERSHIP CALENDAR FOR 50 YEARS

Interval ownership will start with the first Friday of each calendar year. The second unit week will start on the second Friday of each year, and each unit week thereafter will start the same numbered Friday thereafter. The date shown below is the date in which that unit week starts at 5:00 P.M. and will end at 10:00 A.M. on the date the next unit week begins.
THIS IS A FRIDAY CHECK IN CALENDAR: FOR SATURDAY CHECK IN ADD ONE DAY.

		1984	1985	1986	1987	1988	1989	1990	1991	1992	1993
1	January	6	4	3	2	1	6	5	4	3	1
2		13	11	10	9	8	13	12	11	10	8
3		20	18	17	16	15	20	19	18	17	15
4		27	25	24	23	22	27	26	25	24	22
5	February	3	1	31	30	29	3	2	1	31	29
6		10	8	7	6	5	10	9	8	7	5
7		17	15	14	13	12	17	16	15	14	12
8		24	22	21	20	19	24	23	22	21	19
9	March	2	1	28	27	26	3	2	1	28	26
10		9	8	7	6	4	10	9	8	6	5
11		16	15	14	13	11	17	16	15	13	12
12		23	22	21	20	18	24	23	22	20	19
13		30	29	28	27	25	31	30	29	27	26
14	April	6	5	4	3	1	7	6	5	3	2
15		13	12	11	10	8	14	13	12	10	9
16		20	19	18	17	15	21	20	19	17	16
17		27	26	25	24	22	28	27	26	24	23
18	May	4	3	2	1	29	5	4	3	1	30
19		11	10	9	8	6	12	11	10	8	7
20		18	17	16	15	13	19	18	17	15	14
21		25	24	23	22	20	26	25	24	22	21
22	June	1	31	30	29	27	2	1	31	29	28
23		8	7	6	5	3	9	8	7	5	4
24		15	14	13	12	10	16	15	14	12	11
25		22	21	20	19	17	23	22	21	19	18
26		29	28	27	26	24	30	29	28	26	25
27	July	6	5	4	3	1	7	6	5	3	2
28		13	12	11	10	8	14	13	12	10	9
29		20	19	18	17	15	21	20	19	17	16
30		27	26	25	24	22	28	27	26	24	23
31	August	3	2	1	31	29	4	3	2	31	30
32		10	9	8	7	5	11	10	9	7	6
33		17	16	15	14	12	18	17	16	14	13
34		24	23	22	21	19	25	24	23	21	20
35		31	30	29	28	26	1	31	30	28	27
36	September	7	6	5	4	2	8	7	6	4	3
37		14	13	12	11	9	15	14	13	11	10
38		21	20	19	18	16	22	21	20	18	17
39		28	27	26	25	23	29	28	27	25	24
40	October	5	4	3	2	30	6	5	4	2	1
41		12	11	10	9	7	13	12	11	9	8
42		19	18	17	16	14	20	19	18	16	15
43		26	25	24	23	21	27	26	25	23	22
44	November	2	1	31	30	28	3	2	1	30	29
45		9	8	7	6	4	10	9	8	6	5
46		16	15	14	13	11	17	16	15	13	12
47		23	22	21	20	18	24	23	22	20	19
48		30	29	28	27	25	1	30	29	27	26
49	December	7	6	5	4	2	8	7	6	4	3
50		14	13	12	11	9	15	14	13	11	10
51		21	20	19	18	16	22	21	20	18	17
52		28	27	26	25	23	29	28	27	25	24
53						30					31

EXHIBIT II.

INTERVAL OWNERSHIP CALENDAR FOR 50 YEARS
PAGE 2

		1994	1995	1996	1997	1998	1999	2000	2001	2002	2003
1	January	7	6	5	3	2	1	7	5	4	3
2		14	13	12	10	9	8	14	12	11	10
3		21	20	19	17	16	15	21	19	18	17
4		28	27	26	24	23	22	28	26	25	24
5	February	4	3	2	31	30	29	4	2	1	31
6		11	10	9	7	6	5	11	9	8	7
7		18	17	16	14	13	12	18	16	15	14
8		25	24	23	21	20	19	25	23	22	21
9	March	4	3	1	28	27	26	3	2	1	28
10		11	10	8	7	6	5	10	9	8	7
11		18	17	15	14	13	12	17	16	15	14
12		25	24	22	21	20	19	24	23	22	21
13		1	31	29	28	27	26	31	30	29	28
14	April	8	7	5	4	3	2	7	6	5	4
15		15	14	12	11	10	9	14	13	12	11
16		22	21	19	18	17	16	21	20	19	18
17		29	28	26	25	24	23	28	27	26	25
18	May	6	5	3	2	1	30	5	4	3	2
19		13	12	10	9	8	7	12	11	10	9
20		20	19	17	16	15	14	19	18	17	16
21		27	26	24	23	22	21	26	25	24	23
22	June	3	2	31	30	29	28	2	1	31	30
23		10	9	7	6	5	4	9	8	7	6
24		17	16	14	13	12	11	16	15	14	13
25		24	23	21	20	19	18	23	22	21	20
26		1	30	28	27	26	25	30	29	28	27
27	July	8	7	5	4	3	2	7	6	5	4
28		15	14	12	11	10	9	14	13	12	11
29		22	21	19	18	17	16	21	20	19	18
30		29	28	26	25	24	23	28	27	26	25
31	August	5	4	2	1	31	30	4	3	2	1
32		12	11	9	8	7	6	11	10	9	8
33		19	18	16	15	14	13	18	17	16	15
34		26	25	23	22	21	20	25	24	23	22
35		2	1	30	29	28	27	1	31	30	29
36	September	9	8	6	5	4	3	8	7	6	5
37		16	15	13	12	11	10	15	14	13	12
38		23	22	20	19	18	17	22	21	20	19
39		30	29	27	26	25	24	29	28	27	26
40	October	7	6	4	3	2	1	6	5	4	3
41		14	13	11	10	9	8	13	12	11	10
42		21	20	18	17	16	15	20	19	18	17
43		28	27	25	24	23	22	27	26	25	24
44	November	4	3	1	31	30	29	3	2	1	31
45		11	10	8	7	6	5	10	9	8	7
46		18	17	15	14	13	12	17	16	15	14
47		25	24	22	21	20	19	24	23	22	21
48		2	1	29	28	27	26	1	30	29	28
49	December	9	8	6	5	4	3	8	7	6	5
50		16	15	13	12	11	10	15	14	13	12
51		23	22	20	19	18	17	22	21	20	19
52		30	29	27	26	25	24	29	28	27	26
53							31				

EXHIBIT II.

INTERVAL OWNERSHIP CALENDAR FOR 50 YEARS

		2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
1	January	2	7	6	5	4	2	1	7	6	4
2		9	14	13	12	11	9	8	14	13	11
3		16	21	20	19	18	16	15	21	20	18
4		23	28	27	26	25	23	22	28	27	25
5	February	30	4	3	2	1	30	29	4	3	1
6		6	11	10	9	8	6	5	11	10	8
7		13	18	17	16	15	13	12	18	17	15
8		20	25	24	23	22	20	19	25	24	22
9	March	27	4	3	2	29	27	26	4	2	1
10		5	11	10	9	7	6	5	11	9	8
11		12	18	17	16	14	13	12	18	16	15
12		19	25	24	23	21	20	19	25	23	22
13		26	1	31	30	28	27	26	1	30	29
14	April	2	8	7	6	4	3	2	8	6	5
15		9	15	14	13	11	10	9	15	13	12
16		16	22	21	20	18	17	16	22	20	19
17		23	29	28	27	25	24	23	29	27	26
18	May	30	6	5	4	2	1	30	6	4	3
19		7	13	12	11	9	8	7	13	11	10
20		14	20	19	18	16	15	14	20	18	17
21		21	27	26	25	23	22	21	27	25	24
22	June	28	3	2	1	30	29	28	3	1	31
23		4	10	9	8	6	5	4	10	8	7
24		11	17	16	15	13	12	11	17	15	14
25		18	24	23	22	20	19	18	24	22	21
26		25	1	30	29	27	26	25	1	29	28
27	July	2	8	7	6	4	3	2	8	6	5
28		9	15	14	13	11	10	9	15	13	12
29		16	22	21	20	18	17	16	22	20	19
30		23	29	28	27	25	24	23	29	27	26
31	August	30	5	4	3	1	31	30	5	3	2
32		6	12	11	10	8	7	6	12	10	9
33		13	19	18	17	15	14	13	19	17	16
34		20	26	25	24	22	21	20	26	24	23
35		27	2	1	31	29	28	27	2	31	30
36	September	3	9	8	7	5	4	3	9	7	6
37		10	16	15	14	12	11	10	16	14	13
38		17	23	22	21	19	18	17	23	21	20
39		24	30	29	28	26	25	24	30	28	27
40	October	1	7	6	5	3	2	1	7	5	4
41		8	14	13	12	10	9	8	14	12	11
42		15	21	20	19	17	16	15	21	19	18
43		22	28	27	26	24	23	22	28	26	25
44	November	29	4	3	2	31	30	29	4	2	1
45		5	11	10	9	7	6	5	11	9	8
46		12	18	17	16	14	13	12	18	16	15
47		19	25	24	23	21	20	19	25	23	22
48		26	2	1	30	28	27	26	2	30	29
49	December	3	9	8	7	5	4	3	9	7	6
50		10	16	15	14	12	11	10	16	14	13
51		17	23	22	21	19	18	17	23	21	20
52		24	30	29	28	26	25	24	30	28	27
53		31						31			

EXHIBIT II.

INTERVAL OWNERSHIP CALENDAR FOR 50 YEARS
PAGE 4

		2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
1	January	3	2	1	6	5	4	3	1	7	6
2		10	9	8	13	12	11	10	8	14	13
3		17	16	15	20	19	18	17	15	21	20
4		24	23	22	27	26	25	24	22	28	27
5	February	31	30	29	3	2	1	31	29	4	3
6		7	6	5	10	9	8	7	5	11	10
7		14	13	12	17	16	15	14	12	18	17
8		21	20	19	24	23	22	21	19	25	24
9	March	28	27	26	3	2	1	28	26	4	3
10		7	6	4	10	9	8	6	5	11	10
11		14	13	11	17	16	15	13	12	18	17
12		21	20	18	24	23	22	20	19	25	24
13		28	27	25	31	30	29	27	26	1	31
14	April	4	3	1	7	6	5	3	2	8	7
15		11	10	8	14	13	12	10	9	15	14
16		18	17	15	21	20	19	17	16	22	21
17		25	24	22	28	27	26	24	23	29	28
18	May	2	1	29	5	4	3	1	30	6	5
19		9	8	6	12	11	10	8	7	13	12
20		16	15	13	19	18	17	15	14	20	19
21		23	22	20	26	25	24	22	21	27	26
22	June	30	29	27	2	1	31	29	28	3	2
23		6	5	3	9	8	7	5	4	10	9
24		13	12	10	16	15	14	12	11	17	16
25		20	19	17	23	22	21	19	18	24	23
26		27	26	24	30	29	28	26	25	1	30
27	July	4	3	1	7	6	5	3	2	8	7
28		11	10	8	14	13	12	10	9	15	14
29		18	17	15	21	20	19	17	16	22	21
30		25	24	22	28	27	26	24	23	29	28
31	August	1	31	29	4	3	2	31	30	5	4
32		8	7	5	11	10	9	7	6	12	11
33		15	14	12	18	17	16	14	13	19	18
34		22	21	19	25	24	23	21	20	26	25
35		29	28	26	1	31	30	28	27	2	1
36	September	5	4	2	8	7	6	4	3	9	8
37		12	11	9	15	14	13	11	10	16	15
38		19	18	16	22	21	20	18	17	23	22
39		26	25	23	29	28	27	25	24	30	29
40	October	3	2	30	6	5	4	2	1	7	6
41		10	9	7	13	12	11	9	8	14	13
42		17	16	14	20	19	18	16	15	21	20
43		24	23	21	27	26	25	23	22	28	27
44	November	31	30	28	3	2	1	30	29	4	3
45		7	6	4	10	9	8	6	5	11	10
46		14	13	11	17	16	15	13	12	18	17
47		21	20	18	24	23	22	20	19	25	24
48		28	27	25	1	30	29	27	26	2	1
49	December	5	4	2	8	7	6	4	3	9	8
50		12	11	9	15	14	13	11	10	16	15
51		19	18	16	22	21	20	18	17	23	22
52		26	25	23	29	28	27	25	24	30	29
53				30					31		

EXHIBIT II.

INTERVAL OWNERSHIP CALENDAR FOR 50 YEARS
PAGE 5

		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
1	January	5	3	2	1	7	5	4	3	2	7
2		12	10	9	8	14	12	11	10	9	14
3		19	17	16	15	21	19	18	17	16	21
4		26	24	23	22	28	26	25	24	23	28
5	February	2	31	30	29	4	2	1	31	30	4
6		9	7	6	5	11	9	8	7	6	11
7		16	14	13	12	18	16	15	14	13	18
8		23	21	20	19	25	23	22	21	20	25
9	March	1	28	27	26	3	2	1	28	27	4
10		8	7	6	5	10	9	8	7	5	11
11		15	14	13	12	17	16	15	14	12	18
12		22	21	20	19	24	23	22	21	19	25
13		29	28	27	26	31	30	29	28	26	1
14	April	5	4	3	2	7	6	5	4	2	8
15		12	11	10	9	14	13	12	11	9	15
16		19	18	17	16	21	20	19	18	16	22
17		26	25	24	23	28	27	26	25	23	29
18	May	3	2	1	30	5	4	3	2	30	6
19		10	9	8	7	12	11	10	9	7	13
20		17	16	15	14	19	18	17	16	14	20
21		24	23	22	21	26	25	24	23	21	27
22	June	31	30	29	28	2	1	31	30	28	3
23		7	6	5	4	9	8	7	6	4	10
24		14	13	12	11	16	15	14	13	11	17
25		21	20	19	18	23	22	21	20	18	24
26		28	27	26	25	30	29	28	27	25	1
27	July	5	4	3	2	7	6	5	4	2	8
28		12	11	10	9	14	13	12	11	9	15
29		19	18	17	16	21	20	19	18	16	22
30		26	25	24	23	28	27	26	25	23	29
31	August	2	1	31	30	4	3	2	1	30	5
32		9	8	7	6	11	10	9	8	6	12
33		16	15	14	13	18	17	16	15	13	19
34		23	22	21	20	25	24	23	22	20	26
35		30	29	28	27	1	31	30	29	27	2
36	September	6	5	4	3	8	7	6	5	3	9
37		13	12	11	10	15	14	13	12	10	16
38		20	19	18	17	22	21	20	19	17	23
39		27	26	25	24	29	28	27	26	24	30
40	October	4	3	2	1	6	5	4	3	1	7
41		11	10	9	8	13	12	11	10	8	14
42		18	17	16	15	20	19	18	17	15	21
43		25	24	23	22	27	26	25	24	22	28
44	November	1	31	30	29	3	2	1	31	29	4
45		8	7	6	5	10	9	8	7	5	11
46		15	14	13	12	17	16	15	14	12	18
47		22	21	20	19	24	23	22	21	19	25
48		29	28	27	26	1	30	29	28	26	2
49	December	6	5	4	3	8	7	6	5	3	9
50		13	12	11	10	15	14	13	12	10	16
51		20	19	18	17	22	21	20	19	17	23
52		27	26	25	24	29	28	27	26	24	20
53					31						

EXHIBIT II.

MANAGEMENT AGREEMENT
BETWEEN
SILVERWOODS ASSOCIATION
AND
WOLF RUN MANOR CORP.

THIS AGREEMENT, made and entered into on the date last appearing in the body of this instrument, by and between the Wolf Run Manor Corp. authorized to conduct business in the State of Pennsylvania, whose name appears at the end of this Agreement as the Management Firm hereinafter called the "Management Firm", and that certain Association not for profit whose name appears at the end of this instrument as the Timesharing Association, hereinafter called the "Association", which said terms shall be deemed to extend to and include the legal representatives, successors and assigns of the said parties hereto;

WITNESSETH

THAT, WHEREAS, the Association is the Association responsible for the operation of certain condominiums located or to be located in the development to be known as Treasure Lake and said Association is desirous of entering into a Management Agreement for the management of said Timesharing Units, and,

WHEREAS, the Management Firm is desirous of furnishing such management services; and,

NOW, THEREFORE, for and in consideration of the mutual promises contained, it is agreed by and between the parties, as follows:

That the foregoing recitals are true and correct.

1. That the terms used in this Management Agreement shall be defined as said terms are defined.

2. Silverwoods Association does hereby employ the Management Firm as the exclusive manager of Timesharing property and the Management Firm hereby accepts such employments.

3. The term of this Agreement is for two (2) years and shall commence as of the date hereof. Thereafter, it shall be automatically renewed for two (2) successive two (2) year periods or until terminated at a duly authorized meeting of the Board by a majority of the votes of the Board, or by the Management Firm notifying the Association in writing that it will not renew this Agreement at such renewal date.

4. The Management Firm, to the exclusion of all persons, including the Association and its members, shall have all the powers and duties of the Association as set forth in the By-Laws of the Association, (except such thereof as are specifically required to be exercised by its Directors or members) and shall perform by way of illustration and not of limitation, the following services:

(A) Cause to be hired paid and supervised, all persons necessary to be employed in order to properly maintain and operate the Timesharing Property, including a Manager, who, in each stance, shall be the employees of the Management Firm, as the Management Firm, in its absolute discretion shall determine, and cause to be discharged all persons unnecessary or undesirable.

(B) To maintain and repair the Timesharing property and the common elements of said Timesharing to the same extent that the Association is required to maintain and repair same. For any one item of repair, replacement or refurbishing as to the Timesharing Unit, the expense incurred as to the Townhouse as a whole, shall not exceed the sum of Two Thousand Dollars ($2,000.00), unless specifically authorized by the Board of Directors of the Association, except, however, in the case of an emergency, the Management Firm is authorized to expend any sum necessary to protect and preserve the property.

(C) Take such action as may be necessary to comply with all laws, statutes, ordinances, rules and of all appropriate governmental authority, and the rules and regulations of the National Board of Fire Underwriters, or in the event it shall terminate its present functions, those of any other body exercising similar functions.

(D) To enter into contracts for garbage and trash removal, vermin extermination, and other services, and make all such contracts and purchases in either the Association's or Management Firm's name, as the Management Firm shall elect.

(E) To purchase equipment, tools, appliances, goods supplies and materials as shall be reasonably necessary to perform its duties, including the maintenance, upkeep, repair replacement, refurbishing and preservation of the Townhouses. Purchases shall be in the name the Management Firm, or the Association, as the Management Firm shall elect.

(F) Cause to be placed or kept in force all insurance required or permitted in the Declaration; to act as Agent for the Association, each unit owner, and for each owner of any other insured interest; to adjust all claims arising under said insurance policies; to bring suit thereon and deliver releases upon payment of claims; to otherwise exercise all of the rights, powers and privileges of the insured parties; to receive on behalf of the insured parties, all insurance proceeds, subject to the provisions of the Declaration.

(G) Maintain the Association's financial record books, accounts and other records as provided by the Association's By-Laws; issue Certificates of account to members, their mortgagees and lienors without liability for errors unless as a result of gross negligence. Such records shall be kept at the office of the Management Firm and shall be available for inspection by an expert employed by and at the cost and expense of the Association and at such reasonable time as the Management Firm shall agree to, however, said request for inspection cannot be made more than once in any fiscal year. Such expert may also conduct an external audit, provided the cost for same is paid by the Association, and said independent auditor, in any instance, must be acceptable to the Management Firm whose acceptance shall not be unreasonably withheld. As a standard procedure, the Management Firm shall render to the Association a statement for each fiscal year no later than the 4 months next thereafter. The Management Firm shall perform a continual internal audit of the Association's financial reports for the purpose of verifying the same, but no independent or external audit shall be required of it. The consent of the Management Firm to an independent auditor shall not be unreasonably withheld.

(H) Maintain records sufficient to describe its services hereunder and such financial books and records sufficient in accordance with prevailing accounting standards to identify the source of all funds collected by it in its capacity as Management Firm, and the disbursement thereof. Such records shall be kept at the Office of the Management Firm, and shall be available for inspection by an expert employed by and at the cost and expense of the association and at such reasonable time as the Management Firm may agree to; however, said request for inspection cannot be made more than once in any calendar year. The Management Firm shall perform a continual internal audit of the Management Firm's financial records relative to its services as Manager for the purpose of verifying same, but no independent or external audit shall be required of it.

(I) The Management Firm in its sole discretion shall determine the budget as to the Townhouse for the term of the Management Agreement, subject, however, to the specific limitations thereof where otherwise provided. Upon said budget's being determined annually, the Management Firm shall submit annually to the Association the operating budget for the ensuing year, setting forth the anticipated income and expenses of the Townhouses for the year, and said Management Firm shall specify therein each unit owner's monthly share thereof. Should an increase in maintenance

fees be required or an assessment be required during the year, the same shall be determined and made by the Management Firm and the Association shall be advised thereof and as to the share thereof payable by each of the Association's members, as the case may be. The Management Firm shall collect the maintenance fees and assessments based upon the foregoing. The maintenance fees and assessments as to each member of the Association shall be made payable to the Management Firm, or such other firm or entity as the Management Firm shall direct; and the Management Firm shall have the right to designate such member or members of the Association, or the Association itself, as it determines, to collect said maintenance fees and assessments on behalf of the Management Firm and deliver same to it. The Management Firm shall not be responsible for obtaining the best price available as to any service, material or purchase, but shall, with good faith, purchase or contract for same with such person or party as it deems advisable and in the best interest of the Association and the Management Firm, without the necessity of obtaining the best price.

(J) Have sole authority and responsibility to maintain and replace the personal property within units committed to interval ownership, and in such capacity to:

1. Determine the maintenance fee, proration of taxes, and other common expenses applicable to those Townhouse Units committed to interval ownership, as defined in and provided for in the Declaration. The Management Firm shall have sole discretion, while this Agreement remains in effect, for making determinations as to replacements of personal property located within such units, decor, and all other judgments relating to units committed to interval ownership; notwithstanding the foregoing, all replacements shall be such as to maintain the standard of quality of the furniture, other personal property and decor as originally contained in such unit at the time it is committed to interval ownership.

2. It is understood by both parties that a portion of the maintenance fee will be set aside as a reserve for future replacements and repairs. The Management Firm shall have sole discretion as to the amounts of such reserves and application of same.

(K) Deposit all funds collected from the Association's members, or otherwise accruing to the Association, in a special bank account or accounts of the Management Firm in banks and/or savings and loan associations in the State of Pennsylvania, with suitable designation indicating their source, separate from or co-mingled with similar funds collected by the Management Firm on behalf of other projects or entities which the Management Firm manages.

(L) May cause a representative of its organization to attend meetings of the unit owners and of the Board of Directors of the Association; however, it is understood and agreed that the Minutes of all the Association's meetings, whether of unit owners or of the Board of Directors, shall be taken by the Association's Secretary, and possession of the Minutes Book shall be in the custody of said Secretary, who shall always be responsible for preparing and furnishing notices of all meetings to the required parties. The Management Firm shall have the right to determine the fiscal year and when it shall commence.

(M) Promulgate, adopt and amend Rules and Regulations as it deems advisable in its sole discretion for the use and occupancy of the Townhouses, and to enforce same. The Management Firm, in its sole discretion, shall determine all activities and programs to be carried on as to same and shall employ the personnel required therefor as it determines in its sole discretion.

(N) Retain and employ such professionals and such other experts whose services may be reasonably required to effectively perform its duties and exercise its powers hereunder; and to employ same on such basis as it deems most beneficial.

(O) Enter into Agreements upon such terms and conditions and for such purpose as the Management Firm determines in its sole discretion as to the common elements of and the Townhouse, and by agreement grant concessions and licenses to persons to provide facilities and services as to and within the Townhouse and cause coin vending machines and coin operated equipment and pay telephones to be installed within the Townhouse and to purchase same on behalf of and at the cost and expense of the Association, or rent same or enter into agreements regarding same; however, all income derived by the Management Firm from the foregoing shall inure to the benefit of the Association; and all expenses pertaining thereto shall likewise be borne by said Association. The parties hereto recognize that agreements, concessions and licenses may be entered into to provide facilities and services and specified herein for very nominal or no compensation whatsoever. The Management Firm may enter into same in its sole discretion, and it shall use its best judgment; however, it shall not be responsible for same nor the fact that a greater sum might have been obtained nor a shorter period contracted for.

(P) Make and collect special assessments for such purposes and against such parties as the Management Firm determines, subject to the provisions of the Declaration.

(Q) Exercise such powers and rights delegated to it, if any, under the terms and provisions of the Declaration, and all Exhibits attached to said Declaration.

(R) If maintenance of the Townhouse referred to in the Declaration, or any portion thereof, including any unit, units and/or the common elements, is required due to loss by Act of God or other cause, which is other than normal wear and tear, and which loss is less than "major damage", as defined in the Declaration to which this Agreement is attached, when in such event, the Management Firm shall be authorized and empowered to determine, assess, charge and levy the costs of repairing and restoring such loss among the unit owners in such proportions as it deems advisable, pursuant to the Declaration to which this Agreement is attached, notwithstanding the fact that said loss or damage was, or was not, covered by insurance, and said total assessment shall be equal to the cost of said repair which shall include the costs of the Management Firm's personnel and overhead, materials and costs of the Management Firm's personnel and overhead, materials and equipment, and any and all other contractors, subcontractors, or materialmen as are required. Should the loss be covered by insurance, the proceeds thereof shall be applied as a credit against the total costs of said repair and restoration in such proportions as hereinbefore set forth in this paragraph. It shall be presumed that the first monies disbursed in payment of cost of repair and restoration, shall be from insurance proceeds, where such are received, and then from assessments collected, and, should there be a surplus of such funds, the said surplus shall be distributed to or on behalf of the unit owners, as provided in the aforesaid Declaration.

5. Notwithstanding the delegation by the Association to the Management Firm of its power to determine and collect assessments during the term of this Agreement, the Association retains the power to make those assessments as are specified in the Declaration to which this Agreement is attached as Exhibit V, and the By-Laws.

6. The Management Firm shall apply maintenance fees and assessments collected as it determines in its sole discretion as to those items specified in the By-Laws of the Association including the Management Firm's fee, which shall be deemed common expenses. The Management Firm, during the term of this Agreement, may file a lien against a unit owner's Townhouse should he fail to pay his assessments or maintenance fee as required and provided in the Declaration and Exhibits attached to said Declaration, and take such other action as provided in said documents, either in its name or in the name of or as agent of the Association whose name appears at the end of this instrument. The Management Firm may compromise liens in such amount as deems advisable in its sole discretion, and it may satisfy liens of record and render statements as to the current status of a unit owner's assessments. In the case of a unit committed to interval ownership, any lien against an owner of unit weeks in such unit, shall be limited to the unit weeks owned by the defaulting owner and shall, in no case, be filed so as to encumber the unit weeks owned by any other owner in such unit

7. The Association shall aid and assist the Management Firm in any reasonable manner requested by the Management Firm as to the collection of assessments, and the said Association shall further aid and assist the Management Firm in any reasonable manner required by the Management Firm so as to simplify the method of collecting the assessments due from unit owners.

8. It is specifically understood that the Management Firm does not undertake to pay common expenses from its own funds and shall only be required to perform its services and make disbursements to the extent that, and so long as, payments received from assessments or other revenue, if any, of the Association whose name appears at the end of this instrument, are sufficient to pay the costs and expenses of such services and the amounts of such disbursements. If it shall appear to the Management Firm that the assessments and other revenue, if any, of the said Association insufficient, the Management Firm shall forthwith determine such additional assessment as is required and advised the said Association.

9. It is specifically understood and agreed that the Management Firm shall perform all of the services required of it hereunder at no cost and expense whatsoever to itself, but solely at the cost and expense of the Association and its members. As compensation, fee, or profit for its services hereunder, the Management Firm shall receive a net fee, free from all charges and expenses, of five (5%) percent of the maintenance fee per unit week for the 1st year of operation, of ten (10%) percent for the second year, and not to exceed twenty (20%) percent for any succeeding year, such amount to be designated the "Management Fee" The Management Fee shall be taken into consideration in setting the maintenance fee and assessments. The Management Firm's fee from each Townhouse Unit or unit weeks shall commence as of the first day of the month following the date of execution of a binding purchase contract for the purchase of a Townhouse or Unit Weeks. During the period of time that Wolf Run is the owner of a Townhouse or unit weeks in a Townhouse committed to interval ownership, it shall not be required to pay the Management Fee provided in this Agreement.

10. The Association shall not interfere nor permit, allow or cause any of the Officers, Directors or members to interfere with the Management Firm in the performance of its duties or the exercise of any of its powers hereunder.

11. The Management Firm shall not be liable to the Association and its members, for any loss or damage not caused by the Management Firm's own gross negligence or willful misconduct, and said Association and its members will and do hereby indemnify and save harmless the Management Firm from any such liability for damages, costs and expenses arising from injury to any person or property in, about and in connection with the Townhouse specified in the Declaration from any cause whatsoever, unless such injury shall be caused by said Management Firm's own gross negligence or willful misconduct.

12. The Association on behalf of its members, or the Management Firm, shall both have the right to assign this Agreement as herein set forth. The Association may assign its right, title and interest herein to another Interval Ownership Association operating and existing under the laws of the State of Pennsylvania. The Management Firm may also sub-contract all/or portions of its duties and powers under this Management Agreement.

13. The Management Firm shall be authorized. to assess a Townhouse Unit owner for those items of assessments as set forth in the Declaratio and the Exhibits attached to said Declaration, and in this Agreement - i.e., maintenance, repairs or replacements caused by the negligence or misuse by a unit owner, his family, servants, guests or invitees, or lessees; or failure of a unit owner to maintain those portions of his Townhouse and limited common elements assigned to his unit, as he is required to repair and maintain; or violation of the provisions of the aforesaid Declaration and Exhibits attached thereto which require the removal of same by the Management Firm and/or which increase the costs of maintenance and/or repair upon the Management Firm, or increase insurance rates and premiums, etc. In the event that all designated unit weeks are not sold, Wolf Run shall pay to Silverwoods Association 30% of the budgeted annual operating cost (excluding POA dues) on each unit week unsold. Likewise, Wolf Run Manor Corp. shall pay 100% of POA dues for unsold unit weeks.

14. The power and authority of the Association to amend the Declaration and the Exhibits attached to said Declaration, it subject to the specific provisions applicable thereto set forth in the aforesaid instruments.

15. No waiver of a breach of any of the covenants contained in this Agreement shall be construed to be a waiver of any succeeding breach of the same covenants.

16. Time is of the essence in every particular, and especially where the obligation to pay money is involved.

17. No modification, release or discharge or waiver of any provision hereof shall be of any force, effect or value, unless in writing, signed by the parties to this Agreement - i.e., the Management Firm and the Association or their respective successors and assigns.

18. This instrument, together with the Declaration and the Exhibits attached to said Declaration, constitute the entire agreement between the parties hereto as of the date of execution hereof, and neither has been induced by the other by representations, promises or understandings not expressed herein, and there are no collateral agreements, stipulations, promises or understandings whatsoever, in any way touching the subject matter of this instrument, or the instruments referred to herein, which are not expressly contained therein.

19. The invalidity in whole or in part of any covenant, promise or undertaking, or any section, sub-section, sentence, clause, phrase or word, or of any provision of this Agreement or the Exhibits attached hereto, and the Declaration the Exhibits attached to said Declaration, shall not affect the validity of the remaining portions thereof.

20. The definitions of the words, terms, phrases, etc., as provided in Article I of the Declaration are incorporated herein by reference and made a part hereof, and unless the context otherwise requires, said definitions shall prevail.

21. The words, "Association", "member(s)", "unit owner(s)" and parcel owner(s)", wherever and whenever used herein, shall include the singular and plural thereof, and the use of any gender shall include all genders, wherever the same shall be appropriate. The term, "Townhouse", or "unit", or "unit weeks", or "Unit committed to interval ownership", or "interval ownership", or "parcels" and the owners thereof shall be defined pursuant to the Declaration to which this Agreement is attached, and same are Townhouses as is created by the aforesaid Declaration, or ownership of parts of such units.

22. When either party hereto, and the Association's members, desire to or are required to give notice unto the other, or others, in connection with and according to the terms of this Agreement, such notice shall be given to the Association, its members, and the Management Firm, as provided in the Declaration.

23. If the Association or its members, shall interfere with the Management Firm in the performance of its duties and exercise of its powers hereunder, or if the said Association shall fail to promptly do any of the things required of it hereunder, then the Management Firm - fifteen (15) days after having given written notice to said Association of said default by delivering said notice to any officer of the Association, or in their absence, to any member of said Association, may declare this Agreement in default unless such default be cured by the said Association within fifteen (15) days after such notice.

24. Failure by the Management Firm to substantially perform its duties and obligations under this Agreement for a continuous period of thirty (30) days after written notice of default from the Association specifying the default complained of shall be grounds for the said Association's cancellation of this Agreement. In addition either party may terminate this agreement for any reason upon forty five (45) days written notice.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, and have caused these presents to be signed respectively by their proper Officer(s), and their respective Corporate Seals have been duly affixed, this 16th day of January, 1984.

WOLF RUN MANOR CORP.

Signed, sealed and delivered in the presence of:

Darcy L. Zeller

Charlotte Leonard

BY: William F. Rankel, Jr. (SEAL)
PRESIDENT

ATTEST: _____ (SEAL)
SECRETARY

"MANAGEMENT FIRM"
SILVERWOODS ASSOCIATION

Darcy L. Zeller

Charlotte Leonard

BY: William F. Rankel, Jr. (SEAL)
PRESIDENT

ATTEST: _____ (SEAL)
SECRETARY

"ASSOCIATION"

BY-LAWS
OF
SILVERWOODS ASSOCIATION

All present and future Co-Owners, Mortgagees, Lessees and occupants of Apartments and their employees, and any other persons who may use the facilities of the Townhouse property in any manner are subject to the Declaration, these By-Laws and Rules and Regulations made pursuant hereto any amendment to the Declaration and these By-Laws upon the same being passed and duly recorded.

The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a Townhouse shall constitute an agreement that these By-Laws (and any Rules and Regulations, made pursuant hereto) and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified, and will be complied with.

ARTICLE I.

IDENTITY

The following By-Laws shall govern the operation of the Townhouses created by the Declaration of Interval Ownership, (h ·einafter referred to as "The Declaration").

The Association of Co-Owners is organized and exists for the pu ·pose of administering the Townhouses created by the D· claration to which these By-Laws are created.

SECTION 1. The office of the Association shall be at the Townhouse property, or at such other place as may be subsequently designated by the Board of Directors of the Association.

SECTION 2. As used herein, the word, "Association" shall be as defined in the Declaration. All other words, as used herein, shall have the same definitions as attributed to them in the Declaration.

ARTICLE II.

MEMBERSHIP AND VOTING PROVISIONS

SECTION 1. Membership in the Association shall be limited to Owners of the Interval Ownership Townhouse Units wherein this Association has been designated to operate and administer said Townhouses by virtue of the Declaration of said Interval Ownership. Transfer of ownership, either voluntary or by operation of law, shall terminate membership in the Association, and said membership is to become vested in the transferee. If ownership is vested in more than one person, then all of the persons owning said Unit shall be members eligible to hold office, attend meeting, etc., but, as hereinafter indicated, the vote of a Unit shall be cast by the "voting member". If ownership is vested in a Corporation said Corporation may designate an individual officer or employee of the Corporation as its "voting member". Notwithstanding the foregoing, each Owner of Unit Weeks in a Townhouse committed to Interval Ownership shall be entitled to cast his vote of the Unit in which he owns his Unit Weeks. "Unit committed to Interval Ownership" and "Interval Ownership" are defined in the Declaration.

SECTION 2. Voting.

(a) The Owner(s) of each Unit Week shall be entitled to one (1) vote only. If an Owner owns more than one (1) Unit, he shall be entitled to one (1) vote for each Unit Week owned. The Association shall not have a vote for any Unit Weeks conveyed to it.

(b) A majority of the Unit Owners' total votes present in person or in proxy at any regular or special meeting shall decide any question, unless the Declaration, By-Laws or Articles of Incorporation of the Association, if any, provide otherwise.

(c) Each unit owner shall have 1/51 vote per unit week owned in the Treasure Lake Property Owner Association, which vote shall be exercised on behalf of the unit owner by and through Silverwoods Association. Each voter when placing his proxy with Silverwoods Association shall designate the manner in which that vote shall be cast.

SECTION 3. QUORUM: Unless otherwise provided in these By-Laws, or the Declaration the presence in person or by proxy of one-tenth (1/10) of the Unit Owners' total votes shall constitute a quorum.

SECTION 4. PROXIES: Votes may be cast in person or by proxy. All proxies shall be in writing and signed by the person entitled to vote (as set forth below in Section 5). Where a Unit is owned jointly by a husband and wife, and if they have not designated one of them as a voting member, a proxy must be signed by both husband and wife where a third person is designated.

SECTION 5. DESIGNATION OF VOTING MEMBER: If a Townhouse Unit is owned by one person, his right to vote shall be established by the recorded title to the Unit. If a Townhouse is owned by more than one (1) person, the person entitled to cast the vote for the Unit shall be designated in a Certificate, signed by all of the recorded Owners of the Unit and filed with the Secretary of the Association. If a Unit is owned by a Corporation, the officer or employee thereof entitled to cast the vote of the Unit for the Corporation shall be designated in a Certificate for this purpose, signed by the President or Vice-President, attested to by the Secretary or Assistant Secretary of the Corporation, and filed with the Secretary of the Association. The person designated in such Certificate who is entitled to cast the vote for a Unit shall be known as the "voting member". If such a Certificate is not on file with the Secretary of the Association for a Unit owned by more than one person or by a Corporation, the vote of the Unit concerned shall not be considered in determining the requirement for a quorum, or for any purpose requiring the approval of a person entitled to cast the vote for the Unit, except if said Unit is owned by a husband and wife. Such Certificate shall be valid until revoked or until superseded by a subsequent Certificate, or until a change in the Ownership of the Unit concerned. If a Townhouse Unit is owned jointly by a husband and wife, the following three provisions are applicable thereto:

(a) They may, but they shall not be required to, designate a voting member.

(b) If they do not designate a voting member and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting (As previously provided, the vote of a Unit is not divisible).

(c) Where they do not designate a voting member, and only one is present at a meeting, the person present may cast the Unit vote, just as though he or she owned the Unit individually, and without establishing the concurrence of the absent person.

SECTION 6. TOWNHOUSES COMMITTED TO INTERVAL OWNERSHIP: Notwithstanding any other provisions in these By-Laws, each Owner of Unit Weeks in a Townhouse committed to Interval Ownership shall be entitled to cast the vote(s) attributable to his unit Week(s) owned. In any event the total number of votes which may be cast for each Unit shall be equal to 51 votes. In the case of a Unit committed to Interval Ownership, the provisions of Section 5, Designation of Voting Member, shall apply to each Unit Week owned.

ARTICLE III.

MEETING OF THE MEMBERSHIP

SECTION 1. PLACE: All meetings of the Association membership shall be held at the Townhouse property, or at such other place and at such time as shall be designated by the Board of Directors of the Association and stated in the Notice of the meeting, and shall be open to all Unit Owners.

SECTION 2. NOTICES: It shall be the duty of the Secretary to mail or deliver a Notice of each annual or special meeting, stating the time and place thereof, to each Interval Owner of record at least

ten (10) but not more than sixty (60) days prior to such meeting. Notice of any special meeting shall state the purpose thereof. All Notices shall be mailed to or served at the address of the Unit or Interval Owner as it appears on the books of the Association.

SECTION 3. ANNUAL MEETING: The annual meeting shall be held at 2:00 P.M., Eastern Standard Time, on the Saturday preceding Memorial Day each year commencing after the first full year of operation for the purpose of electing Directors and transacting any other business authorized to be transacted by the members. At the annual meeting, the members shall elect by plurality vote (cumulative voting prohibited), a Board of Directors and shall transact such other business as may properly be brought before the meeting.

SECTION 4. SPECIAL MEETING: Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of a majority of the Board of Directors, or at the request, in writing, of voting members representing ten percent (10%) of the members' total votes, which request shall state the purpose or purposes of the proposed meeting. Business transacted at all special meetings shall be confined to the objects stated in the Notice thereof.

SECTION 5. WAIVER AND CONSENT: Whenever the vote of members at a meeting is required or permitted by a provision of these By-Laws to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if not less than a majority of the members who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken; however, notice of such action shall be given to all members, unless all members approve such action.

SECTION 6. ADJOURNED MEETING: If any meeting of members cannot be organized because a quorum of voting members is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.

SECTION 7. APPROVAL OR DISAPPROVAL: Approval or disapproval of a Unit Owner upon any matter, whether or not the subject of an Association meeting, shall be by the voting members provided, however, that where a Unit is owned jointly by a husband and wife, their joint approval or disapproval shall be required where they are both present, or in the event only one is present, the person present may cast the vote without establishing the concurrence of the absent person.

SECTION 8. THE MANAGEMENT FIRM: The Management Firm, as long as any Management Agreement remains in effect, shall be entitled to Notice of all Association meetings, and shall be entitled to attend the Association's meetings, and it may designate such person(s) as it desires to attend such meetings on its behalf.

ARTICLE IV.

DIRECTORS

SECTION 1. NUMBER, TERM AND QUALIFICATIONS: Subject to Section 2 of this Article, the affairs of the Association shall be governed by a Board of Directors composed of not less than three (3) nor more than seven (7) persons, as is determined from time to time by the members. All Directors, except those designated by Wolf Run Manor Corp., shall be members of the Association. All officers of a Corporate Unit Owner shall be deemed to be members of the Association so as to qualify as a Director herein. The term of each Director's service shall extend until the next annual meeting of the members and hereafter until his successor is duly elected and qualified, or until he is removed in the manner provided in Section 3 below.

SECTION 2. WOLF RUN MANOR CORP. TO ACT AS BOARD OF DIRECTORS: All of the affairs of the Association of Co-Owners shall be conducted by Wolf Run Manor Corp., or its agents, appointees or assignees, for a period of five (5) years from the effective date of this Declaration. Wolf Run Manor Corp., at its sole discretion, shall have the right and option to extend this period of two (2) additional five (5) year periods. Until the expiration of any such period, all of the rights, duties, discretions, functions and powers otherwise vested in the Board of Directors, hereinalter set out or referred to in the Declaration, shall be exercised solely by Wolf Run Manor Corp., its agents, assignees or appointees. All references to the Board of Directors in this Declaration shall mean and refer to Wolf Run Manor Corp., its agents, appointees or assignees, from the effective date of this Declaration, or until such time during any aforesaid five (5) year periods, Wolf Run Manor Corp. should at its sole option, turn over to the Association of Co-Owners the responsibility of establishing and electing all of the members of the Board of Directors. This provision may not be changed, altered or amended by the Association of Co-Owners. Wolf Run Manor Corp. may within its sole discretion also act the Management Firm as provided in these By-Laws and receive reasonable compensation therefore as provided in these By-Laws.

SECTION 3. REMOVAL OF DIRECTORS: At any time after the first annual meeting of the membership at any duly convened regular or special meeting, any one or more of the Directors may be removed, with or without cause, by the affirmative vote of the voting members casting not less than two-thirds (2/3rds) of the total votes present at said meeting, and a successor may then and there be elected to fill the vacancy thus created. Should the membership fail to elect said successor, the Board of Directors may fill the vacancy in the manner provided in Section 4 below.

SECTION 4. VACANCIES ON DIRECTORATE: If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, shall choose a successor or successors, who shall hold office for the balance of the unexpired term in respect to which such vacancy occured. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board of Directors.

SECTION 5. DISQUALIFICATION AND RESIGNATION OF DIRECTORS. Any Director may resign at any time by sending a written Notice of such resignation to the office of the Corporation, delivered to the Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary. Commencing with the Directors elected at such first annual meeting of the membership, the Directors elected at such first annual meeting shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors. No member shall continue to serve on the Board should he be more than thirty (30) days delinquent in the payment of an assessment or fees and said delinquency shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors.

SECTION 6. REGULAR MEETINGS: The Board of Directors may establish a schedule of regular meetings to be held at such time and place as the Board of Directors may designate. Notice of such regular meetings shall nevertheless, be given to each Director personally or by mail, telephone or telegraph at least five (5) days prior to the day named for such meeting. All meetings of the Board of Directors, including special meetings in accordance with Section 7 below, shall be open to all Unit Owners.

SECTION 7. SPECIAL MEETINGS: Special meetings of the Board of Directors may be called by the President, and in his absence, by the Vice-President, or by a majority of the members of the Board of Directors, by giving five (5) days Notice, in writing, to all of the members of the Board of Directors of the time and place of said meeting. All Notices of special meetings shall state the purpose of the meeting.

SECTION 8. DIRECTORS' WAIVER OF NOTICE: Before or at any meeting of the Board of Directors, any Director may waive Notice of such meeting and such waiver shall be deemed equivalent to the giving of Notice. Attendance by a Director at any meeting of the Board shall be a waiver of Notice by him of the time and place

thereof. If all the Directors are present at any meeting of the Board, no Notice shall be required and any business may be transacted at such meeting.

SECTION 9. QUORUM: At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at such meetings at which a quorum is present, shall be the acts of the Board of Directors. If, at any meeting of the Board of Directs there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At each such adjourned meeting, any business which might have been transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the Minutes thereof, shall constitute the presence of such Director for the purpose of determining a quorum.

SECTION 10. COMPENSATION. The Directors' fees, if any, shall be determined by the voting members.

SECTION 11. THE MANAGEMENT FIRM: The Management Firm, as long as any Management Agreement remains in effect, shall be entitled to Notice of all Directors' meetings and shall be entitled to attend the Directors' meetings and it may be designate such a person(s) as it desires to attend such meeting; on its behalf.

SECTION 12. POWERS AND DUTIES: The Board of Directors of the Association shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by the Declaration, this Association's Articles of Incorporation, or these By-Laws, directed to be exercised and done by Unit Owners. The Board of Directors may delegate the said powers and duties to the management firm. These powers shall specifically include, but shall not be limited to the following:

(a) To exercise all powers specifically set forth in the Declaration, this Association's Articles of Incorporation, if any, in these By-Laws.

(b) To make assessments, collect said assessments, and use and expend the assessments to carry out the purposes and powers of the Association.

(c) To employ, dismiss and control the personnel necessary for the maintenance and operation of the project, and of the common areas and facilities including the right and power to employ attorneys, accountants, contractors, and other professionals as the need arises.

(d) To make and amend regulations respecting the operation and use of the Townhouse property, and the use and maintenance of the Townhouses therein.

(e) To contract for the management of the Townhouses and to delegate to such contractor all of the powers and duties of the Association, except those which may be required by the Declaration to have approval of the Board of Directors or membership of the Association. To contract for the management or operation of portions of the Townhouse Property susceptible to the separate management or operation thereof, and to lease or concession such portions.

(f) The further improvement of the Townhouse property, both real and personal, and the right to purchase realty and items of furniture, furnishing, fixtures and equipment for the foregoing, and the right to acquire and enter into Agreements subject to the provisions of the applicable Declaration, this Association's Articles of Incorporation, if any, and any exhibits attached thereto.

(g) Designate one or more committees which, to the extent provided in the resolution designating said committee, shall have the powers of the Board of Directors in the management and affairs and business of the Association. Such committee shall consist of at least three (3) members of the Association. The committee or committees shall have such name or names as may be determined from time to time by the Board of Directors, and said committee(s) shall keep regular Minutes of their proceedings and report the same to the Board of Directors, as required. The foregoing powers shall be exercised by the Board of Directors or its contractor or employees, subject only to approval by Unit Owners when such is specifically required.

(h) To enter into and terminate or ratify existing Agreements with organizations providing Owners of Unit Weeks to trade their time periods with Owners of time periods at other resorts.

ARTICLE V.

OFFICERS

SECTION 1. ELECTIVE OFFICERS: The principal officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors.

SECTION 2. ELECTION: The officers of the Association designated in Section 1 above shall be elected annually by the Board of Directors at the organizational meeting of each new Board following the meeting of the members.

SECTION 3. APPOINTIVE OFFICERS: The Board may appoint Assistant Secretaries and Assistant Treasurers, and such other officers as the Board of Directors deems necessary.

SECTION 4. TERM: The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time, with or without cause, by the Board of Directors, provided however, that no officer shall be removed except by the affirmative vote for removal by a majority of the whole Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

SECTION 5. THE PRESIDENT: He shall be the chief executive officer of the Association; he shall preside at all meetings of the Unit Owners and of the Board of Directors. He shall have executive powers and general supervision over the affairs of the Association and other officers. He shall sign all written contracts to perform all of the duties incident to his office and which may be delegated to him from time to time by the Board of Directors.

SECTION 6. THE VICE-PRESIDENT: He shall perform all of the duties of the President in his absence, and such other duties as may be required of him from time to time by the Board of Directors of the Association.

SECTION 7. THE SECRETARY: He shall issue Notices of all Board of Directors' meetings and all meetings of the Unit Owners; he shall attend and keep the Minutes of same; he shall have charge of all of the Association's books, records and papers, except those kept by the Treasurer. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

SECTION 8. THE TREASURER:

(a) He shall have custody of the Association's funds and securities, except the funds payable to any Management Firm, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and to the credit of the Association, in such depositories as may be designated from time to time by the Board of Directors. The books shall reflect an account for each Unit.

(b) He shall disburse the funds of the Association as may be ordered by the Board of Directors in accordance with these By-Laws, making proper vouchers for such disbursements, and shall render to the President and Board of Directors at the regular meetings of the Board of Directors, or whenever they may require it, an account of all of his transactions as the Treasurer and of the financial condition of the Association.

(c) He shall collect the assessments and maintenance fees and shall promptly report the status of collections and of all delinquencies to the Board of Directors.

(d) He shall give status reports to potential transferees on which reports the transferees may rely.

(e) The Assistant Treasurer shall perform the duties of the Treasurer when the Treasurer is absent.

(f) The duties of the Treasurer may be fulfilled by a Management Firm employed by the Association, and said Management Firm shall fulfill the duties of the Treasurer, and shall have custody of such books of the Association as it determines in its sole discretion and the foregoing shall include any books required to be kept by the Secretary of the Association.

ARTICLE VI.

FINANCES, ASSESSMENTS AND MAINTENANCE FEES

SECTION 1. Depositories: The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time upon resolutions approved by the Board of Directors, and shall be withdrawn only upon checks and demands for money signed by such officer or officers of the Association as may be designated by the Board of Directors. Obligations of the Association shall be signed by at least two officers of the Association; provided, however, that the provisions of any Management Agreement between the Association and a Management Firm relative to the subject matter in this Section shall supersede the provisions hereof.

SECTION 2. FIDELITY BONDS: The Treasurer and all officers who are authorized to sign checks, and all officers and employees of the Association, and any contractor handling or responsible for Association funds shall be bonded in such amount as may be determined by the Board of Directors. The premiums on such Bonds shall be paid by the Association. The Bond shall be in an amount sufficient to equal the monies an individual handles or has control of via a signatory or a bank account or other depository account; however, notwithstanding the foregoing, the Management Firm, under the terms Management Agreement, attached to the Declaration, as to funds in its possession and/or control, shall determine, in its sole discretion, the amount of and who is to bonded, if any, among its employees.

SECTION 3. FISCAL YEAR: The fiscal year for the Association shall begin on the first day of January of each year provided, however, that the Board of Directors is expressly authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America, at such time as the Board of Directors deems it advisable.

SECTION 4. DETERMINATION OF MAINTENANCE FEES AND ASSESSMENTS:

(a) The Board of Directors of the Association shall fix and determine from time to time, the sum or sums necessary and adequate for the common expenses of the Townhouse. Common expenses shall include expenses for the operation, maintenance, repair, replacement and costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance and extended coverage, and any other expenses designated as common expenses from time to time by the Board of Directors of the Association, or under the provisions of the Declaration. The Board of Directors is specifically empowered, on behalf of the Association to make and collect maintenance fees and assessments. Funds for the payment of common expenses shall be assessed against the Unit Owners in the proportions or percentages of sharing common expenses, as provided in the Declaration. Assessments, should such be required by the Board of Directors, shall be levied in the same manner as hereinbefore provided for maintenance fees, and shall be payable in the manner determined by the Board of Directors. All funds due under these By Laws, which are attached to the Declaration, are common expenses of this Townhouse Interval Ownership.

(b) A copy of the proposed annual budget of common expenses shall be made available at the Association Office or elsewhere as designated to the Unit Owners not less than thirty (30) days prior to the meeting at which the budget will be considered. The Unit Owners shall be given written notice of the time and place at which the meeting of the Board of Directors shall be held to consider the proposed annual budget of common expenses, and such meeting shall be open to the Unit Owners. In the event the Board of Directors fails to set dues for any year or the membership fails to ratify dues set by the Board, the dues for the ensuing calendar year shall be the same as for the prior year, adjusted to reflect the percentage of change in the average Consumer Price Index (all items--city average) as published by the United States Department of Labor, Bureau of Labor Statistics, between the two (2) years preceeding July 1 of the year in which the adjustment is made. In the event such Consumer Price Index is for any reason not available, such adjustment shall be based on some other measure of economic change published by the United States Government which, in the judgment of the Board of Directors, is comparable to the Consumer Price of a majority of the Unit Owners. When the Board of Directors has determined the amount of any maintenance fee or assessment, the Treasurer of the Association or his designee shall mail or present to each Unit Owner a statement of said Unit Owner's assessment. All maintenance fees or assessments shall be payable to the Treasurer of the Association or his designee and, upon request, said Treasurer or designee shall give a receipt for each payment made to him.

SECTION 5. DETERMINATION OF MAINTENANCE FEE:

(a) The Board of Directors of the Association shall fix and determine from time to time, the sums necessary and adequate for the maintenance fee on Townhouses committed to Interval Ownership. The maintenance fee on such Units shall include the items specified in the Declaration.

(b) When the Board of Directors has determined the amount of any maintenance fee, the Treasurer of the Association shall mail or present to each Owner of Unit Weeks within all Units committed to Interval Ownership a statement of said maintenance fee. All maintenance fees shall be payable to the Treasurer of the Association or his designee and, upon request, said Treasurer or his designee shall give a receipt for each payment made to him, if requested by the Unit Owner.

SECTION 6. APPLICATION OF PAYMENTS AND CO-MINGLING OF FUNDS: All sums collected by the Association from assessments and maintenance fees may be co-mingled in a single fund or divided into more than one fund, as determined by the Board of Directors of the Association. All assessment payments and maintenance fees by a Unit Owner shall be applied as to interest delinquencies, cost and attorney's fees, other charges, expenses and advances as provided herein and in the Declaration and assessments, in such manner and amounts as the Board of Directors determines in its sole discretion.

SECTION 7. ACCELERATION OF ASSESSMENT INSTALLMENTS UPON DEFAULT: If a Unit Owner shall be in default in the payment of an installment upon any assessment or maintenance fee the Board of Directors may accelerate the remaining monthly installments for the fiscal year upon Notice thereof to the Unit Owner and, thereupon, the unpaid balance of the assessment shall become due upon the date stated in the Notice, but not less than fifteen (15) days after delivery of or the mailing of such Notice to the Unit Owner.

SECTION 8. AUDITS: An audit of the accounts of the Association shall be made annually. Said audit shall be prepared by such accountant as the Board of Directors determines, and a copy of said report shall be available to the members of the Association in the office of said Association and with the Treasurer of the Association. Such report shall be available not later than six (6) months after the end of the year for which the report is made.

SECTION 9. APPLICATION OF SURPLUS: Any payments or receipts to the Association, whether from Unit Owners or otherwise, paid during the year in excess of the operating expenses and other common expenses of the Association shall be retained by the Association and applied against the Association's expenses for the following year.

ARTICLE VII

COMPLIANCE AND DEFAULT

SECTION 1. VIOLATIONS: In the event of a violation (other than the nonpayment of an assessment) by the Unit Owner in any of the provisions of the Declaration, of these By-Laws, the Association, by direction of its Board of Directors may notify the Unit Owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of seven (7) days from date of Notice, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional and inexcusable and material breach of the Declaration, of the By-Laws, and the Association may then, at its option, have the following elections:

(a) An action at law to recover for its damage, on behalf of the Association or on behalf of the other Unit Owners.

(b) An action in equity to enforce performance on the part of the Unit Owner; or

(c) An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Any violations which are deemed by the Board of Directors to be a hazard to public health may be corrected immediately as an emergency matter by the Association and the cost thereof shall be charged to the Unit Owner as a specific item, which shall be a lien against said Unit with the same force and effect as if, the charge were a part of the common expenses.

SECTION 2. NEGLIGENCE OR CARELESSNESS OF UNIT OWNER, ETC.: All Unit Owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify and waiver by an insurance company of its right of subrogation. The expense for any maintenance, repair or replacement required, as provided in this Section, shall be charged to said Unit Owner as a specific item which shall be a lien against said Unit with the same force and effect if the charge were a part of the common expense.

SECTION 3. COST AND ATTORNEYS' FEES: In any proceeding arising because of an alleged default by a Unit Owner, the prevailing party shall be entitled to recover costs of the proceeding and such reasonable attorneys' fees as may be determined by the Court.

SECTION 4. NO WAIVER OF RIGHTS: The failure of the Association or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Declaration documents shall not constitute a waiver of the right of the Association or Unit Owner to enforce such right, provision, covenant or condition in the future.

SECTION 5. ELECTION OF REMEDIES: All rights, remedies and privileges granted to the Association or Unit Owner, pursuant to any terms, provisions, covenants or contents of the Declaration documents, shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted to such other party by the Declaration documents, or at law or in equity.

SECTION 6. UNITS COMMITTED TO INTERVAL OWNERSHIP: Any liens or sanctions against an Owner of Unit Weeks in a Unit committed to Interval Ownership for an alleged default as set forth in this Article VII shall be limited to the Unit Weeks owned by such Owner and shall be of no force and effect as to any other Unit Weeks or Owner thereof. The "Unit Owner" as used throughout this article shall be deemed to include Owners of Unit Weeks in Units committed to Interval Ownership.

ARTICLE VIII.

ACQUISITION OF UNITS ON FORECLOSURE

SECTION 1. ACQUISITION OF UNITS ON FORECLOSURE: At any foreclosure sale of a Unit, the Board of Directors may, with the authorization and approval by the affirmative vote of voting members casting not less than sixty percent (60%) of the total votes of the members present at any regular or special meeting of the members wherein said matter is voted upon, acquire in the name of the Association, or its designee, a Townhouse Unit Week(s) being foreclosed. The term "foreclosure", as used in this Section, shall mean and include any foreclosure of any lien, excluding the Association's lien for assessments. The power of the Board of Directors to acquire a Townhouse Unit Week(s) at any foreclosure sale shall never be interpreted as any requirement or obligation on the part of the said Board of Directors or of the Association to do so at any foreclosure sale, the provisions hereof being permissive in nature and for the purpose of setting forth the power in the Board of Directors to do so should the requisite approval of the voting members be obtained. The Board of Directors shall not be required to obtain the approval of Unit Owners at the foreclosure sale of a Unit, due to the foreclosure of the Association's lien for assessments under the provisions of the Declaration notwithstanding the sum the Board of Directors determines to bid at such foreclosure sale.

SECTION 2. TRANSFER OF UNITS: All Owners of Units or Unit Weeks in a Unit committed to Interval Ownership shall notify the Association, of any transfer, by sale or otherwise, of said Unit or Unit Week within ten (10) days of the date of same. Said Notice shall include such information and be in the form that the Association shall prescribe from time to time. The Association may send all necessary Notices to the person shown as Owner of said Unit or Unit Weeks in its records, and said Notice shall be binding as to any other Owner of said Unit or Unit Weeks where the Association has not been notified as provided herein.

ARTICLE IX.

AMENDMENTS TO THE BY-LAWS

The By-Laws may be altered, amended or added to at any duly called meeting of the Unit Owners, provided;

(1) Notice of the meeting shall contain a statement of the proposed Amendment.

(2) If the Amendment has received the unanimous approval of the full Board of Directors, then it shall be approved upon the affirmative vote of the voting members casting a majority of the total votes of the members of the Association.

(3) If the Amendment has not been approved by the unanimous vote of the Board of Directors, then the Amendment shall be approved by the affirmative vote of the voting members present or by proxy, casting not less than three-fourth (3/4ths) of the total vote; and,

(4) Said Amendment shall be recorded and certified.

(5) Notwithstanding the foregoing, these By-Laws may only be amended with the written approval when required of the parties specified in the Declaration.

ARTICLE X.

NOTICES

Whatever Notices are required to be sent hereunder shall be delivered or sent in accordance with the applicable provisions for Notices as set forth in the Declaration.

ARTICLE XI.

INDEMNIFICATIONS

The Association shall indemnify every Director and every officer, his heirs, executors, and administrators, against all loss, cost and

expense reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or Officer of the Association, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding, to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE XII.

LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the Association shall not relieve or release any such former Owner or member from any liability or obligations incurred under or in any way connected with the Association during the period of such ownership and Membership, or impair any rights or remedies which the Association may have against such former Owner and member arising out of or in any way connected with such ownership and membership, and the covenants and obligations incident thereto.

ARTICLE XIII.

LIMITATION OF LIABILITY

Notwithstanding the duty of the Association to maintain and repair parts of the Townhouse property, the Association shall not be liable for injury or damage caused by a latent condition in the property, nor for injury or damage caused by the elements or by other Owners or persons.

ARTICLE XIV.

LIENS

SECTION 1. PROTECTION OF PROPERTY: All liens against a Townhouse Unit, other than for mortgages, taxes or special assessments, shall be satisfied or otherwise removed within thirty (30) days of the date of the lien attached. All taxes and special assessments upon a Townhouse Unit shall be paid before becoming delinquent, as provided in these Declaration documents or by law, which ever is sooner.

SECTION 2. NOTICE OF LIEN: A Unit Owner shall give Notice to the Association of every lien upon his Unit, other than for mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

SECTION 3. NOTICE OF SUIT: Unit Owners shall give Notice to the Association of every suit or other proceeding which will or may affect title to his Uit or any part of the property, such Notice to be given within five (5) days after the Unit Owner receives Notice thereof.

SECTION 4. FAILURE TO COMPLY: Failure to comply with this article concerning iens will not affect the validty of any judicial sale.

SECTION 5. UNITS COMMITTED TO INTERVAL OWNERSHIP: In the case of a Unit committed to Interval Ownership, an Owner of Unit Weeks in such Unit shall be required to give Notices under Section 2 and 3 of this Article XIV only as to liens, suits, and proceedings affecting title to the Unit Weeks which he owns. Any lien against an Owner of Unit Weeks in a Unit committed to Interval Ownership, or against the Unit Weeks owned by him, shall be limited to the Unit Weeks owned by him and shall not encumber the property, real or personal, or any other Owner of Unit Weeks in said Unit.

ARTICLE XV.

RULES AND REGULATIONS

SECTION 1. The Board of Directors may, from time to time, adopt or amend previously adopted administrative Rules and Regulations governing the details of the operation, use, maintenance, management and control of the Townhouses and any facilities or services made available to the Unit Owners. A copy of the Rules and Regulations adopted from time to time as herein provided shall from time to time be posted in a conspicuous place and/or copies of same shall be furnished to each Unit Owners.

SECTION 2. AS TO TOWNHOUSE UNITS: The Board of Directors, may from time to time adopt or amend previously adopted Rules and Regulations governing and restricting the use and maintenance of the Townhouse Unit(s) provided, however, that copies of such become effective, shall be posted in a conspiuous place and/or copies of same shall be furnished to each Unit Owner.

SECTION 3. CONFLICT: In the event of any conflict between the Rules and Regulations adopted, or from time to tome amended, and the Declaration documents, the latter shall prevail. If any unreconciled conflict should exist or hereafter arise with respect to the interpretation of these By-Laws and the Declaration, the provisions of said Declaration shall prevail.

The foregoing was adopted as the By-Laws of Silverwoods Association at the first meeting of the Board of Directors.

Secretary

APPROVED:

President

Date: January 16, 1984

RECEIPT FOR PUBLIC OFFERING STATEMENT

SILVERWOODS

I HEREBY ACKNOWLEDGE THAT I RECEIVED THE PUBLIC OFFERING STATEMENT OF SILVERWOODS ON _____ AND I UNDERSTAND THAT MY RIGHT TO CANCEL ANY SALES AGREEMENT TO PURCHASE A TIMESHARE INTERVAL EXPIRES ON _____, WHICH IS FIVE (5) DAYS, SUNDAYS AND HOLIDAYS EXCEPTED, AFTER SIGNING ANY SALES AGREEMENT OR FIVE (5) DAYS, SUNDAYS AND HOLIDAYS EXCEPTED, AFTER RECEIPT OF THE PUBLIC OFFERING STATEMENT, WHICHEVER IS LATER.

_____
Signature

_____
Date

RECEIPT FOR PUBLIC OFFERING STATEMENT

SILVERWOODS

I HEREBY ACKNOWLEDGE THAT I RECEIVED THE PUBLIC OFFERING STATEMENT OF SILVERWOODS ON _____ AND I UNDERSTAND THAT MY RIGHT TO CANCEL ANY SALES AGREEMENT TO PURCHASE A TIMESHARE INTERVAL EXPIRES ON _____, WHICH IS FIVE (5) DAYS, SUNDAYS AND HOLIDAYS EXCEPTED, AFTER SIGNING ANY SALES AGREEMENT OR FIVE (5) DAYS, SUNDAYS AND HOLIDAYS EXCEPTED, AFTER RECEIPT OF THE PUBLIC OFFERING STATEMENT, WHICHEVER IS LATER.

_____

Signature

_____

Date

FILED

FEB 22 2005

William A. Shaw
Prothonotary/Clerk of Courts

LAW OFFICES OF
GEORGE R. HLUDZIK
67 WEST BUTLER DRIVE
DRUMS, PENNSYLVANIA 18222
(570) 788-2121

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100111
NO: 05-15-CD
SERVICE # 2 OF 2
COMPLAINT

PLAINTIFF: WOLF RUN MANOR ASSOCIATION, INC. and SILVERWOODS ASSOCIATION INC.
vs.
DEFENDANT: LOUIS W. MCDONALD and GROUP WISE, INC.

SHERIFF RETURN

NOW, January 11, 2005, SHERIFF OF MERCER COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON GROUP WISE, INC..

NOW, January 27, 2005 AT 12:12 PM SERVED THE WITHIN COMPLAINT ON GROUP WISE, INC., DEFENDANT. THE RETURN OF MERCER COUNTY IS HERETO **ATTACHED** AND MADE PART OF THIS RETURN.

FILED
61 0 2:47 p.m GK
FEB 23 2005

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100111
NO: 05-15-CD
SERVICE # 1 OF 2
COMPLAINT

PLAINTIFF: WOLF RUN MANOR ASSOCIATION, INC. and SILVERWOODS ASSOCIATION INC.
vs.
DEFENDANT: LOUIS W. MCDONALD and GROUP WISE, INC.

SHERIFF RETURN

NOW, January 11, 2005, SHERIFF OF MERCER COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON LOUIS W. MCDONALD.

NOW, February 04, 2005 ATTEMPTED TO SERVE THE WITHIN COMPLAINT ON LOUIS W. MCDONALD, DEFENDANT. THE RETURN OF MERCER COUNTY IS HERETO **ATTACHED** AND MADE PART OF THIS RETURN MARKED "NOT FOUND".

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100111
NO: 05-15-CD
SERVICES 2
COMPLAINT

PLAINTIFF: WOLF RUN MANOR ASSOCIATION, INC. and SILVERWOODS ASSOCIATION INC.
vs.
DEFENDANT: LOUIS W. MCDONALD and GROUP WISE, INC.

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	G.HLUDZIK	9190	20.00
SHERIFF HAWKINS	G.HLUDZIK	9190	35.00
MERCER CO.	G.HLUDZIK	9191	50.00

Sworn to Before Me This

23rd Day of Feb, 2005

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,

Chester A. Hawkins
Sheriff

SHERIFF'S RETURN - REGULAR

100111

CASE NO: 2005-20398 T

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF Mercer

WOLF RUN MANOR ASSOC & SILVER

VS

GROUP WISE INC & MCDONALD

RONALD J. SHERBONDY, Deputy Sheriff of Mercer County, Pennsylvania, who being duly sworn according to law, says, the within COMPLAINT was served upon GROUPWISE, INC. the DEFENDANT, at 1212:00 Hour, on the 27th day of January, 2005 at MERCER COUNTY SHERIFF'S OFFICE 205 SOUTH ERIE STREET MERCER, PA 16137 by handing to STEVE NAGY OWNER a true and attested copy of COMPLAINT together with

and at the same time directing His attention to the contents thereof.

Sheriff's Costs:	
Docketing	.00
Service	.00
Affidavit	.00
Surcharge	.00
Mercer Co. Costs	50.00
	.00

So Answers:

William H. Romine Jr.

William H Romine Jr, Sheriff

By Ronald J. Sherbondy
Deputy Sheriff

00/00/0000

Sworn and Subscribed to before me this 4th day of FEBRUARY 2005 A.D.

Mary L. Wilson

Notary

NOTARIAL SEAL
MARY L. WILSON, NOTARY PUBLIC
MERCER, MERCER COUNTY, PENNA.
MY COMMISSION EXPIRES ON MARCH 18, 2007

SHERIFF'S RETURN - NOT FOUND

CASE NO: 2005-20398 T
COMMONWEALTH OF PENNSYLVANIA
COUNTY OF Mercer

WOLF RUN MANOR ASSOC & SILVER

VS

GROUP WISE INC & MCDONALD

William H. Romine, Jr., Sheriff, who being duly sworn according to law, says, that he made a diligent search and inquiry for the within named DEFENDANT, to wit: MCDONALD LOUIS W but was unable to locate Him in his bailiwick. He therefore returns the COMPLAINT,

, NOT FOUND, as to the within named DEFENDANT, MCDONALD LOUIS W

,

230 SNYDER ROAD

HERMITAGE, PA 16148

NOT NOW AND NEVER WAS AN EMPLOYEE OF GROUPWISE, INC.

PER STEVE NAGY, PRESIDENT/OWNER.

Sheriff's Costs:	
Docketing	.00
Service	.00
Affidavit	.00
Surcharge	.00
Mercer Co. Costs	.00
	.00

So answers:

William H. Romine Jr.

William H. Romine, Jr., Sheriff

00/00/0000

Sworn and subscribed to before me

this 4th day of FEB.

2005 A.D.

Mary L. Wilson

Notary

NOTARIAL SEAL
MARY L. WILSON, NOTARY PUBLIC
MERCER, MERCER COUNTY, PENNA.
MY COMMISSION EXPIRES ON MARCH 18, 2007

20398 T
R00

Sheriff's Office
Clearfield County

COURTHOUSE
1 NORTH SECOND STREET, SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641 EXT. 5986
AFTER 4:00 P.M. (814) 765-1533
FAX (814) 765-5915

CHESTER A. HAWKINS
SHERIFF

ROBERT SNYDER
CHIEF DEPUTY

MARILYN HAMM
DEPT. CLERK

CYNTHIA AUGHENBAUGH
OFFICE MANAGER

PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 100111

TERM & NO. 05-15-CD

WOLF RUN MANOR ASSOCIATION, INC. and SILVERWOODS ASSOCIATION INC.

COMPLAINT

vs.

LOUIS W. MCDONALD and GROUP WISE, INC. 7

SERVE BY: 02/03/05

MAKE REFUND PAYABLE TO GEORGE R. HLUDZIK, ESQ.

SERVE: GROUP WISE, INC.

ADDRESS: 230 SNYDER ROAD, HERMITAGE, PA 16148

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF MERCER COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, January 11, 2005.

RECEIVED
SHERIFF OF
MERCER COUNTY
2005 JAN 13 P 3:23

RESPECTFULLY,

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

Sheriff's Office
Clearfield County

COURTHOUSE
1 NORTH SECOND STREET, SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641 EXT. 5986
AFTER 4:00 P.M. (814) 765-1533
FAX (814) 765-5915

CHESTER A. HAWKINS
SHERIFF

ROBERT SNYDER
CHIEF DEPUTY

MARILYN HAMM
DEPT. CLERK

CYNTHIA AUGHENBAUGH
OFFICE MANAGER

PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 100111

TERM & NO. 05-15-CD

WOLF RUN MANOR ASSOCIATION, INC. and SILVERWOODS ASSOCIATION INC.

COMPLAINT

vs.

LOUIS W. MCDONALD and GROUP WISE, INC.

SERVE BY: 02/03/05

RECEIVED
SHERIFF OF
MERCER COUNTY
2005 JAN 13 P 3:23

MAKE REFUND PAYABLE TO GEORGE R. HLUDZIK, ESQ.

SERVE: LOUIS W. MCDONALD

ADDRESS: 230 SNYDER ROAD, HERMITAGE, PA 16148

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF MERCER COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, January 11, 2005.

RESPECTFULLY,

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

COURT OF COMMON PLEAS OF THE FORTY-SIXTH JUDICIAL DISTRICT
COMMONWEALTH OF PENNSYLVANIA - CLEARFIELD COUNTY
CIVIL ACTION

WOLF RUN MANOR ASSOCIATION, INC., and SILVERWOODS ASSOCIATION, INC.	:	
Plaintiffs	:	
vs.	:	No.: 05-15-CD CIVIL 2004
LOUIS W. MCDONALD and GROUP WISE, INC.,	:	
Defendants	:	

RECEIVED
SHERIFF OF
MERCER COUNTY
2005 JAN 13 P 3:23

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP

Keystone Legal Services
211 ½ E. Locust Street
Clearfield, PA 16830
(800) 326-9177

I hereby certify this to be a true and attested copy of the original statement filed in this case.

JAN 04 2005

Attest.

Prothonotary/
Clerk of Courts

GEORGE R. HLUDZIK, ESQUIRE
Counsel for the Plaintiffs

LAW OFFICES OF
GEORGE R HLUDZIK, ESQ.
67 WEST BUTLER DRIVE
DRUMS, PA 18222
(570) 788-2121

COURT OF COMMON PLEAS OF THE FORTY-SIXTH JUDICIAL DISTRICT
COMMONWEALTH OF PENNSYLVANIA - CLEARFIELD COUNTY
CIVIL ACTION

WOLF RUN MANOR ASSOCIATION, INC., and SILVERWOODS ASSOCIATION, INC., Plaintiffs	:	
vs.	:	No.: CIVIL 2004
W. LOUIS MCDONALD and GROUP WISE, INC., Defendants	:	

COMPLAINT

NOW COMES Plaintiffs, WOLF RUN MANOR ASSOCIATION, INC., and SILVERWOODS ASSOCIATION, INC., by and through their counsel, George R. Hludzik, Esquire, hereby make the within complaint against the Defendants, W. LOUIS MCDONALD and GROUP WISE, INC., and in support thereof, states, for its cause of action, the following:

1. Plaintiff, WOLF RUN MANOR ASSOCIATION, INC., ("WOLF RUN") is a non-profit corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania and has a principal address of business at 1129 Treasure Lake, DuBois, Clearfield County, Pennsylvania 18501.

2. Plaintiff, SILVERWOODS ASSOCIATION, INC., ("SILVERWOODS") is a

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67 WEST BUTLER DRIVE
DRUMS, PA 18222
(570)788-2121

non-profit corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania and has a principal address of business at 1129 Treasure Lake, DuBois, Clearfield County, Pennsylvania 18501.

3. Wolf Run and Silverwoods (collectively he "Associations") own, maintain and administer time-share units as well as the common areas and facilities (the "Common Facilities") in the private real estate subdivision known as Treasure Lake, Dubois, Clearfield County, Pennsylvania.

4. Defendant, W. LOUIS MCDONALD, is an adult individual who Plaintiffs believe resides at P.O. Box 412, Gatlinburg, Tennessee 37738. It is further believed and averred that Defendant, W. Louis McDonald maintains or utilizes addresses at P.O. Box 128, Byesville, Ohio 43723; RR #8 Box 193, Athens, Alabama 35614; and P.O. Box 1152, Hermitage, Pennsylvania 16148. Plaintiff additionally believes and avers that Defendant, W. LOUIS MCDONALD, maintains the following addresses at 207 Cumberland Trace, Nashville, TN 37214; and under the name of Resort Marketing Company, 313 Circle Drive, Gatlinburg, TN 37738, and 1039 Parkway, Gatlinburg, TN 37738.

5. Defendant, GROUP WISE, INC., is a corporation having addresses and/or principal places of business at the following locations: 322 Nancy Lynn Lane, Knoxville, Tennessee 37950; P.O. Box 412, Gatlinburg, TN 37738; 9 Dartmouth Drive, Building 4, Marshalls Creek, Pennsylvania 18335; 3090 South Hermitage Road, Hermitage, Pennsylvania 16148; and P.O. Box 1152, Hermitage, Pennsylvania 16148.

6. Defendant, Group Wise, Inc., obtained title to 392 time-share weeks in various Wolf Run and Silverwoods units in the Treasure Lake Development.

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7. In every case within a period of one year, Defendant, Group Wise, Inc., transferred the time-share units to Defendant, W. Louis McDonald. A true and correct listing of each property, the Deed Book and Page numbers, and dates of these deeds, as recorded in the Office of the Recorder of Deeds in and for Luzerne County, are attached hereto, made a part hereof, and marked as Exhibit "A".

8. These units were purchased and/or transferred subject to certain express Declarations, covenants, conditions and restrictions (the "COVENANTS") of record which are contained in the Deed.

9. The predecessor in title to the Defendants, intended that the Covenants run with the land. The Covenants are also equitable servitudes which bind the time-share units. The Covenants for Wolf Run Association, Inc., provide, in part, as follows:

> XIII. MAINTENANCE FEES, ASSESSMENTS, MEMBERSHIP FEES, RECREATION FEE MAINTENANCE FEES.
>
> The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sum or sums necessary and adequate as maintenance fees to provide for the common expenses of the Townhouse. The maintenance fees shall be levied against each Townhouse Unit Owner as provided for in Article VII of this Declaration. The maintenance fee shall be due and payable annually (if the interval ownership is not financed by seller).
>
> Reasonable attorneys' fees incurred by the Association incident to the collection of such assessments, maintenance fee and membership fee or the enforcement of such liens ... shall be payable by the Unit Owner and secured by such lien.

The Covenants for Silverwoods Association, Inc., provide, in part, as follows:

> XIII. MAINTENANCE FEES, ASSESSMENTS, MEMBERSHIP FEES, RECREATION FEE MAINTENANCE FEES.

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> The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sum or sums necessary and adequate as maintenance fees to provide for the common expenses of the Townhouse. The maintenance fees shall be levied against each Townhouse Unit Owner as provided for in Article VII of this Declaration. The maintenance fee shall be due and payable annually (if the interval ownership is not financed by seller).
>
> Reasonable attorneys' fees incurred by the Association incident to the collection of such assessments, maintenance fee and membership fee or the enforcement of such liens ... shall be payable by the Unit Owner and secured by such lien.

In accordance with the above recited Covenants, Plaintiff, Associations were formed and designated as the Subdivisions' association of property owners.

10. The Covenants contain no express prohibition against annual dues, and/or assessments; to the contrary, the Covenants require the payment of annual dues and assessments to the Associations.

11. The Associations collect the dues and assessments, as required by the Covenants, in order that the Association may meet their budgetary needs and fulfill their duties to maintain and administer the time-share units and the common areas.

12. The Association have adopted Bylaws which require the Defendants to pay annual dues, assessments and other charges to the Associations. A copy of the Bylaws for Wolf Run and Silverwoods are attached hereto, incorporated herein and marked as Exhibit " B-1" and "B-2" respectively.

13. The Associations, in compliance with the requirements of their Bylaws, have established dues and/or assessments annually.

14. From 1995 until the present, the Associations have established, charged and billed dues, assessments and other charges to the Defendants of which $345,522.95 remains unpaid to

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Silverwoods Association, Inc., and $530,764.38 remains unpaid to Wolf Run Manor Association, Inc.

15. The Associations have expended funds and has contracted for the provision of essential services and for the operation, maintenance and preservation of the time-share units and Common Elements of the Subdivision solely for the benefit of all owners of time-share units in the Subdivision including Defendants.

16. The expenditure of funds and contracting for essential services by the Associations as aforementioned benefits the users and or potential users of all time-share units in the Subdivision, including Defendants time-share units and affects in a positive manner the property values of the time-share units.

17. The charges billed to the Defendants represents their ratable share of costs for the provision of essential services for the maintenance, operation and preservation of the time-share units and Common Elements by the Associations.

18. The assessments billed to the Defendants remain unpaid.

19. The Associations' Declarations provide that the Associations are entitled to legal fees incurred with the collection of delinquent dues and assessments. (See Exhibits "B-1" and "B-2" at Article XIII).

COUNT 1
BREACH OF COVENANT

20. Paragraphs 1 through 19 above are incorporated herein by reference as if fully set forth at length.

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21. Defendants by accepting delivery of the Deeds and conveyance of the time-share units, promised to comply with the Declarations and Covenants.

22. Defendants, by failing to pay the charges owed the Association as stated above, breached their promise to pay.

23. The Associations are also entitled to any future charges as set by the Associations which will be billed to the Defendants, are due from the Defendants and which remain unpaid at the time of trial.

WHEREFORE, Plaintiffs, Wolf Run Manor Association, Inc., and Silverwoods Association, Inc., respectfully request that judgment be entered in their favor and against the Defendants for an amount of $876,287.33, plus interest, costs, attorney fees and such other relief as the Court deems appropriate. Said sum is in excess of the arbitration limit under the applicable statutes of the Commonwealth of Pennsylvania and the local rules of this Honorable Court.

COUNT II
UNJUST ENRICHMENT

24. Paragraphs 1 through 23 above are incorporated herein by reference as if fully set forth herein.

25. Defendants knew or should have known that the creation of capital reserves, the provision of essential services and the maintenance, operation and preservation of the time-share units and Common Elements by the Associations were undertaken originally at the Associations' expense with the expectation that those expenses ultimately would be paid by time-share unit owners in the Subdivision through the payment of assessments to the Associations.

26. Other time-share unit owners in the Subdivision have paid their ratable share of

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(570) 788-2121

the aforementioned expenditures of the Associations and Defendants knew or should have known of the same.

27. It is inequitable and unconscionable for Defendants to retain the benefits of the expenditures by the Associations without payment of a rateable share of the expenditures.

28. Defendants have been unjustly enriched at the expense of the Associations and ultimately the other time-share unit owners in the Subdivision in the amount of the charges billed and such future charges as remain unpaid at the time of trial.

WHEREFORE, Plaintiffs, Wolf Run Manor Association, Inc., and Silverwoods Association, Inc., respectfully request that judgment be entered in their favor and against the Defendants for an amount of $876,287.33, plus interest, costs, attorney fees and such other relief as the Court deems appropriate. Said sum is in excess of the arbitration limit under the applicable statutes of the Commonwealth of Pennsylvania and the local rules of this Honorable Court.

COUNT III
EASEMENT OWNERSHIP

29. Paragraphs 1 through 28 above are incorporated herein by reference as if fully set forth herein.

30. Defendants are the owners of express and implied rights of easements over all Common Elements of the Subdivision of Treasure Lake, which rights are appurtenant to the ownership of the time-share units.

31. The creation of reserves and the expenditures by the Associations as stated above maintained and improved the lands burdened by the easements of Defendants.

32. As owner of these appurtenant rights of easement over the Common Elements,

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(570)788-2121

Defendants are obligated to pay a ratable share of the costs of maintenance of the land and improvements burdened by such easements.

WHEREFORE, Plaintiffs, Wolf Run Manor Association, Inc., and Silverwoods Association, Inc., respectfully request that judgment be entered in their favor and against the Defendants for an amount of $876,287.33, plus interest, costs, attorney fees and such other relief as the Court deems appropriate. Said sum is in excess of the arbitration limit under the applicable statutes of the Commonwealth of Pennsylvania and the local rules of this Honorable Court.

COUNT IV
IMPLIED CONTRACT

33. Paragraphs 1 through 32 above are incorporated herein by reference as if fully set forth herein.

34. Prior to taking title to the time-share units, Defendants knew or should have known that they would be expected to pay dues and assessments in order to operate and maintain the time-share units and common elements.

35. Defendants, in purchasing and/or in acquiring time-share units in the Subdivision, impliedly accepted an offer for the provision of various essential services necessary to the Subdivision and Defendants impliedly agreed to pay a proportionate share of the costs of such services.

36. Defendants, by failing to pay the charges as stated above, have breached their implied promise to pay the charges.

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67 WEST BUTLER DRIVE
DRUMS, PA 18222
(570)788-2121

WHEREFORE, Plaintiffs, Wolf Run Manor Association, Inc., and Silverwoods Association, Inc., respectfully request that judgment be entered in their favor and against the Defendants for an amount of $876,287.33, plus interest, costs, attorney fees and such other relief as the Court deems appropriate. Said sum is in excess of the arbitration limit under the applicable statutes of the Commonwealth of Pennsylvania and the local rules of this Honorable Court.

COUNT V
UNIFORM PLANNED COMMUNITY ACT

37. Paragraphs 1 through 36 above are incorporated herein by reference as if fully set forth herein.

38. The Treasure Lake Subdivision is a Planned Community under the Uniform Planned Community Act, 68 Pa.C.S.A. §5101, *et. seq.*

39. Defendants are owners in the Planned Community.

40. The assessments, fees, charges, late fees, interest, expenses and costs associated with the collection of sums which are sought in this complaint came due after February 2, 1997.

41. The Associations' right to collect the assessments, fees, charges, late fees, interest, expenses and costs associated with the collection of sums due is not precluded by the Covenants, Bylaws or plats and plans.

42. The Associations have assessed Defendants as a unit owner for common expenses.

43. The Associations have the authority to collect assessments for common expenses

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67 WEST BUTLER DRIVE
DRUMS, PA 18222
(570)788-2121

from unit owners, as well as fees, charges, late charges, interest, expenses, including attorney's fees, and costs connected with collection of sums due.

WHEREFORE, Plaintiffs, Wolf Run Manor Association, Inc., and Silverwoods Association, Inc., respectfully request that judgment be entered in their favor and against the Defendants for an amount of $876,287.33, plus interest, costs, attorney fees and such other relief as the Court deems appropriate. Said sum is in excess of the arbitration limit under the applicable statutes of the Commonwealth of Pennsylvania and the local rules of this Honorable Court.

COUNT VI
FRAUDULENT TRANSFERS

44. Paragraphs 1 through 43 above are incorporated herein by reference as if fully set forth herein.

45. Group Wise, Inc., operates an alleged vacation plan wherein they seek out and market an alleged alternate vacation plan to owners of time-share units.

46. It is believed and therefore averred that Group Wise, Inc., offers alternative vacations for a period of one year from the time of transfer of the time-share units located in the Wolf Run Manor, Treasure Lake Development.

47. It is believed that predecessors owners of time-share units paid Group Wise, Inc. certain sums of money in order too transfer their time-share units to Group Wise, Inc., and Group Wise, Inc. in return allegedly offers some form of alternative vacation for a one year period.

48. Group Wise, Inc., once titled to the time-share units have been acquired, and

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(570)788-2121

within a period usually from one month to one year, but in any case prior to the payment of any dues or assessment obligations of the time-share units, transfers said time-share units to Defendant, W. Louis McDonald.

49. Thereafter, W. Louis McDonald continually fails or refuses to pay any outstanding obligations, dues, assessments or other charges for common expenses which are assessed by the Associations.

50. It is believed and therefore averred that the transfer of these time-share units from Group Wise, Inc. to W. Louis McDonald is being made for the purpose of defrauding the Associations and it is further believed and therefore aver that these transfers of time-share units from Group Wise, Inc. to W. Louis McDonald are undertaken in the belief that W. Louis McDonald is "judgment proof".

WHEREFORE, Plaintiffs, Wolf Run Manor Association, Inc., and Silverwoods Association, Inc., respectfully request that judgment be entered in their favor and against the Defendants for an amount of $876,287.33, plus interest, costs, attorney fees and such other relief as the Court deems appropriate. Said sum is in excess of the arbitration limit under the applicable statutes of the Commonwealth of Pennsylvania and the local rules of this Honorable Court. Further, Plaintiffs request your Honorable Court to enter an order requiring Group Wise, Inc., and/or W. Louis McDonald to immediately convey each and every time-share unit own by them to Wolf Run Manor Association, Inc.

COUNT VII
PUNITIVE DAMAGES

51. Paragraphs 1 through 50 above are incorporated herein by reference as if fully

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GEORGE R HLUDZIK, ESQ.
67 WEST BUTLER DRIVE
DRUMS, PA 18222
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set forth herein.

52. Pursuant to the uniform Planned Community Act, Punitive damages may be awarded in the case of a willful violation of the Act, the Covenants or the Bylaws. 68 Pa.C.S.A. § 5412.

53. The above described actions of Defendants were taken willfully and maliciously and with reckless disregard of Plaintiff Associations' rights.

WHEREFORE, Plaintiffs, Wolf Run Manor Association, Inc., and Silverwoods Association, Inc., respectfully request that judgment be entered in their favor and against the Defendants for an amount of $876,287.33, plus interest, costs, attorney fees and such other relief as the Court deems appropriate. Said sum is in excess of the arbitration limit under the applicable statutes of the Commonwealth of Pennsylvania and the local rules of this Honorable Court.

GEORGE R. HLUDZIK, ESQUIRE
ID # 54238
67 West Butler Drive
Drums, PA 18222
(570) 788-2121

Counsel for Plaintiffs

LAW OFFICES OF
GEORGE R HLUDZIK, ESQ.
67 WEST BUTLER DRIVE
DRUMS, PA 18222
(570)788-2121

COURT OF COMMON PLEAS
OF THE FORTY-SIXTH JUDICIAL DISTRICT
COMMONWEALTH OF PENNSYLVANIA - LUZERNE COUNTY
CIVIL ACTION

WOLF RUN MANOR ASSOCIATION, INC., and SILVERWOODS ASSOCIATION, INC.,	:	
Plaintiffs	:	
vs.	:	No.: CIVIL 2004
W. LOUIS MCDONALD and GROUP WISE, INC.	:	
Defendants	:	

VERIFICATION

I, ROBERT BREEN, state that I am the President of the Wolf Run Manor Association, Inc., the Plaintiff herein, that I am authorized to make this affidavit on its behalf and that the facts set forth in the foregoing Complaint are true upon my personal knowledge, information and belief.

I understand that my statements are made subject to 18 Pa. Cons. Stat. § 4904 providing for criminal penalties for unsworn falsification to authorities.

Date: 11/16/04

ROBERT BREEN, President

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(570)788-2121

COURT OF COMMON PLEAS
OF THE FORTY-SIXTH JUDICIAL DISTRICT
COMMONWEALTH OF PENNSYLVANIA - LUZERNE COUNTY
CIVIL ACTION

WOLF RUN MANOR ASSOCIATION, INC., and SILVERWOODS ASSOCIATION, INC.,	:	
Plaintiffs	:	
vs.	:	No.: CIVIL 2004
W. LOUIS MCDONALD and GROUP WISE, INC.	:	
Defendants	:	

VERIFICATION

I, KIRBY DORIUS, state that I am a Board Member of the Silverwoods Association, Inc., the Plaintiff herein, that I am authorized to make this affidavit on its behalf and that the facts set forth in the foregoing Complaint are true upon my personal knowledge, information and belief.

I understand that my statements are made subject to 18 Pa. Cons. Stat. § 4904 providing for criminal penalties for unsworn falsification to authorities.

Date: 11-16-04

KIRBY DORIUS, Board Member

LAW OFFICES OF
GEORGE R HLUDZIK, ESQ.
67 WEST BUTLER DRIVE
DRUMS, PA 18222
(570)788-2121

✓	51S	51006551	AC	MCDONALD, W LOUIS	390	1,140.00	054DSRSW	47	200204512	3-14-02	0
✓	51S	51006588	AC	MCDONALD, W LOUIS	390	775.00	054CSRSW	5	200204872	3-22-02	0
✓	51S	51006589	AC	MCDONALD, W LOUIS	390	1,140.00	055DSRSW	2	200120604	11-24-01	0
✓	51S	51006646	AC	MCDONALD, W LOUIS	390	1,505.00	066BSRSW	33	200112250	4-5-01	0
✓	51S	51006673	AC	MCDONALD, W LOUIS	390	775.00	054ASRSW	7	200305009	3-19-03	0
✓	51S	51006794	AC	MCDONALD, W LOUIS	390	1,745.00	052BSRSW	11	200112245	6-23-01	0
✓	51S	51006835	AC	MCDONALD, W LOUIS	390	1,850.00	065DSRSW	41	200006310	4-27-00	0
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✓	51S	? 51006945	AC	MCDONALD, W LOUIS	390	2,510.00	052CSRSW	44	1916 189	2-14-98	0
✓	51S	51006961	AC	MCDOANLD, W LOUIS	390	775.00	052ASRSW	38	200213461	8-1-02	0
✓	51S	51006962	AC	MCDONALD, W LOUIS	390	775.00	053ASRSW	34	200213462	8-1-02	0
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✓	51S	51007061	AC	MCDONALD, W LOUIS	390	2,190.00	055BSRSW	1	199905526	3-11-99	0
✓	51S	51007068	AC	MCDONALD, W LOUIS	390	2,510.00	057CSRSW	3	1912 579	2-14-98	0
✓	51S	51007090	AC	MCDONALD, W LOUIS	390	2,510.00	058CSRSW	5	1914 141	5-28-98	0
✓	51S	51007169	AC	MCDONALD, W LOUIS	390	395.00	055DSRSW	42	200322908	11-17-03	0
✓	51S	51007180	AC	MCDONALD, W LOUIS	390	2,510.00	053CSRSW	10	1870 519	7-25-97	0
✓	51S	51007185	AC	MCDONALD, W LOUIS	390	775.00	053BSRSW	1	200208253	3-22-02	0
✓	51S	51007243	AC	MCDONALD, W LOUIS	390	2,510.00	053ASRSW	43	1912 593	2-14-98	0
✓	51S	51007349	AC	MCDONALD, W LOUIS	390	2,465.00	049BSRSW	22	1825 130	2-19-97	0
✓	51S	51007377	AC	MCDONALD, W LOUIS	390	2,510.00	056DSRSW	40	1852 578	5-7-97	0
✓	51S	51007472	AC	MCDONALD, W LOUIS	390	1,495.00	049BSRSW	21	200102530	12-21-00	0
✓	51S	51007566	AC	MCDONALD, W LOUIS	390	2,510.00	049CSRSW	19	1834 163	3-29-97	0
✓	51S	51007807	AC	MCDONALD, W LOUIS	390	0.00	052ASRSW	22	200408718	5-15-04	0
✓	51S	51007983	AC	MCDONALD, W LOUIS	390	2,510.00	049BSRSW	13	1834 160	3-29-97	0
✓	51S	51008055	AC	MCDONALD, W LOUIS	390	2,510.00	051BSRSW	42	1912 591	2-14-98	0
✓	51S	51008061	AC	MCDONALD, W LOUIS	390	1,505.00	051BSRSW	22	200108705	2-28-01	0
✓	51S	51008232	AC	MCDONALD, W LOUIS	390	2,510.00	051DSRSW	40	1970 170	3-25-98	0
✓	51S	51008300	AC	MCDONALD, W LOUIS	390	1,505.00	051ASRSW	23	200106154	3-23-01	0
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✓	51S	51008901	AC	MCDONALD, W LOUIS	780	1,540.00	048CSRSW	51	056CSRSW 200207926	3-26-02	24
✓	51S	51008911	AC	MCDONALD, W LOUIS	390	1,505.00	051BSRSW	14	200106153	3-23-01	0
✓	51S	51008927	AC	MCDONALD, W LOUIS	390	1,145.00	048CSRSW	10	200213464	8-1-02	0
✓	51S	51008968	AC	MCDONALD, W LOUIS	390	2,510.00	061ASRSW	1	1912 577	2-14-98	0
✓	51S	51008971	AC	MCDONALD, W LOUIS	390	2,510.00	048CSRSW	4	1852 568	5-7-97	0
✓	51S	51009117	AC	MCDONALD, W LOUIS	390	1,505.00	055CSRSW	9	200108718	5-11-01	0
✓	51S	51009197	AC	MCDONALD, W LOUIS	390	775.00	052ASRSW	1	200211834	7-9-02	0
✓	51S	51009233	AC	MCDONALD, W LOUIS	390	2,185.00	056CSRSW	4	199905523	2-28-99	0
✓	51S	51009327	AC	MCDONALD, W LOUIS	390	1,668.75	052CSRSW	34	200015852	10-6-00	0
✓	51S	51910003	AC	MCDONALD, W LOUIS	390	2,510.00	059ASRSW	2	1852 564	6-6-97	0
✓	51S	51930010	AC	MCDONALD, W LOUIS	390	2,510.00	059BSRSW	17	1852 562	6-6-97	0
✓	51S	51930042	AC	MCDONALD, W LOUIS	390	2,510.00	066BSRSW	43	1852 580	5-7-97	0
✓	51S	51930047	AC	MCDONALD, W LOUIS	390	1,140.00	061CSRSW	47	200115103	7-27-01	0
✓	51S	51930049	AC	MCDONALD, W LOUIS	390	2,185.00	063DSRSW	47	199906696	3-11-99	0
✓	51S	51930066	AC	MCDONALD, W LOUIS	390	2,510.00	055ASRSW	7	1970 162	3-25-98	0
✓	51S	51930144	AC	MCDONALD, W LOUIS	390	2,510.00	064BSRSW	17	1912 599	2-13-98	0
✓	51S	51930149	AC	MCDOANLD, W LOUIS	390	1,505.00	055ASRSW	47	200108706	5-11-01	0
✓	51S	51930150	AC	MCDONALD, W LOUIS	390	1,505.00	047ASRSW	16	200108714	5-11-01	0
✓	51S	51930162	AC	MCDONALD, W LOUIS	390	2,510.00	054BSRSW	17	1912 581	2-14-98	0
✓	51S	51930227	AC	MCDONALD, W LOUIS	390	1,505.00	047ASRSW	37	200106161	3-22-01	0
✓	51S	51930257	AC	MCDONALD, W LOUIS	390	775.00	053ASRSW	44	200211981	7-18-02	0
✓	51S	51940115	AC	MCDONALD, W LOUIS	390	2,510.00	062ASRSW	49	1970 160	3-25-98	0
✓	51S	51940192	AC	MCDONALD, W LOUIS	390	1,505.00	053CSRSW	47	200014294	8-31-00	0
✓	51S	51950087	AC	MCDONALD, W LOUIS	390	775.00	059ASRSW	45	200217380	10-5-02	0
✓	51S	51950158	AC	MCDONALD, W. LOUIS	390	1,140.00	049BSRSW	43	200204513	3-22-02	0
✓	51S	51990219	AC	MCDONALD, W LOUIS	390	395.00	045BSRSW	35	200018302	11-11-00	0
✓	51S	51003095	DB	MCDONALD, W LOUIS	390	2,740.00	068ASRSW	14	1825 182	2-19-97	0
✓	51S	51003192	DB	MCDONALD, W LOUIS	390	3,220.00	068DSRSW	16	1783 468	7-29-96	0
✓	51S	51003404	DB	MCDONALD, W LOUIS	390	2,825.00	067BSRSW	47	1827 53	2-3-97	0
✓	51S	51003813	DB	MCDONALD, W LOUIS	390	3,140.00	063CSRSW	14	1783 483	7-29-96	0
✓	51S	51004048	DB	MCDONALD, W LOUIS	390	2,510.00	067ASRSW	43	1916 345	3-11-98	0
✓	51S	51004232	DB	MCDONALD, W LOUIS	390	2,825.00	062BSRSW	27	1827 49	2-3-97	0
✓	51S	51004268	DB	MCDONALD, W LOUIS	390	2,825.00	063DSRSW	1	1825 222	2-19-97	0
✓	51S	51004423	DB	MCDONALD, W LOUIS	390	2,825.00	065CSRSW	20	1825 92	2-19-97	0
✓	51S	51004565	DB	MCDONALD, W LOUIS	390	2,825.00	062DSRSW	42	1828 329	2-28-97	0

EXHIBIT "A"

200417365 9/17/04

1	51S	51003282	AC	MCDONALD, W LOUIS	390	2,510.00	067CSRSW	16	Vol 1879 Pg 481,	9/8/97	0
2	51S	51003331	AC	MCDONALD, W LOUIS	390	2,510.00	067BSRSW	12	1913 19	2/14/98	0
3	51S	51003344	AC	MCDONALD, W LOUIS	390	1,505.00	068BSRSW	47	200113081	7-29-01	0
4	51S	51003570	AC	MCDONALD, W LOUIS	390	1,850.00	067BSRSW	7	200003737	3-1-00	0
5	51S	51003655	AC	MCDONALD, W LOUIS	390	395.00	063ASRSW	17	200404051	3-5-04	0
6	51S	51003792	AC	MCDONALD, W LOUIS	390	775.00	065CSRSW	17	20020672	3-26-02	0
7	51S	51003794	AC	MCDONALD, W LOUIS	390	1,140.00	065DSRSW	52	200204168	3-8-02	0
8	51S	51003831	AC	MCDONALD, W LOUIS	390	2,510.00	066CSRSW	13	1912 415	2-13-98	0
9	51S	51003909	AC	MCDONALD, W LOUIS	390	2,510.00	066CSRSW	4	1859 417	7-17-97	0
10	51S	51003947	AC	MCDONALD, W LOUIS	390	2,510.00	064DSRSW	14	1912 583	2-14-98	0
11	51S	51004045	AC	MCDONALD, W LOUIS	390	1,140.00	063BSRSW	8	200115106	8-18-01	0
12	51S	51004112	AC	MCDONALD, W LOUIS	390	2,510.00	067DSRSW	1	1852 566	6-6-97	0
13	51S	51004198	AC	MCDONALD, W LOUIS	390	775.00	062ASRSW	33	200215508	9-12-02	0
14	51S	51004224	AC	MCDONALD, W LOUIS	390	2,508.00	065BSRSW	3	1841 536	4-15-97	0
15	51S	51004228	AC	MCDONALD, W LOUIS	390	1,505.00	065ASRSW	41	200014298	8-31-00	0
16	51S	51004249	AC	MCDONALD, W LOUIS	390	2,510.00	062BSRSW	9	1841 539	4-15-97	0
17	51S	51004273	AC	MCDONALD, W LOUIS	390	775.00	066DSRSW	38	200303168	2-13-03	0
18	51S	51004274	AC	MCDONALD, W LOUIS	390	775.00	064DSRSW	48	200217379	10-8-02	0
19	51S	51004364	AC	MCDONALD, W LOUIS	390	2,510.00	063ASRSW	43	1852 556	6-6-97	0
20	51S	51004387	AC	MCDONALD, W LOUIS	390	2,185.00	062DSRSW	50	200018305	11-11-00	0
21	51S	51004464	AC	MCDONALD, W LOUIS	390	775.00	067CSRSW	5	200210279	6-11-02	0
22	51S	51004470	AC	MCDONALD, W LOUIS	390	775.00	065ASRSW	1	200217627	10-18-02	0
23	51S	51004474	AC	MCDONALD, W LOUIS	390	1,850.00	062CSRSW	12	200004198	3-16-00	0
24	51S	51004530	AC	MCDONALD, W LOUIS	390	395.00	062BSRSW	15	200402348	12-16-03	0
25	51S	51004671	AC	MCDONALD, W LOUIS	390	1,850.00	067DSRSW	13	200005246	3-24-00	0
26	51S	51004683	AC	MCDONALD, W LOUIS	390	2,515.00	062BSRSW	21	1932 198	5-31-98	0
27	51S	51004720	AC	MCDONALD, W LOUIS	390	1,850.00	068ASRSW	45	19990840	5-6-99	0
28	51S	51004744	AC	MCDONALD, W LOUIS	390	2,185.00	062DSRSW	12	19990667	11-16-98	0
29	51S	51004922	AC	MCDONALD, W LOUIS	390	775.00	065DSRSW	45	20020833	5-4-02	0
30	51S	51004951	AC	MCDONALD, W LOUIS	390	775.00	059CSRSW	10	20021028	3-27-02	0
31	51S	51004992	AC	MCDONALD, W LOUIS	390	1,140.00	061ASRSW	13	200115107	8-8-01	0
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35	51S	51005018	AC	MCDONALD, W LOUIS	390	1,140.00	061CSRSW	32	200120606	11-24-01	0
36	51S	51005031	AC	MCDONALD, W LOUIS	390	775.00	062CSRSW	39	20020832	4-30-02	0
37	51S	51005053	AC	MCDONALD, W LOUIS	390	1,140.00	061ASRSW	38	200120605	11-24-01	0
38	51S	51005123	AC	MCDONALD, W LOUIS	390	395.00	068BSRSW	42	20030728	4-18-03	0
39	51S	51005147	AC	MCDONALD, W LOUIS	390	1,140.00	064BSRSW	43	200120607	11-24-01	0
40	51S	51005293	AC	MCDONALD, W LOUIS	390	2,510.00	068BSRSW	12	1901 378	11-14-97	0
41	51S	51005473	AC	MCDONALD., W LOUIS	390	1,505.00	057BSRSW	9	20020580	11-16-01	0
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43	51S	51005544	AC	MCDONALD, W LOUIS	390	2,510.00	064BSRSW	3	1901 380	11-14-97	0
44	51S	51005555	AC	MCDONALD, W LOUIS	390	1,505.00	057DSRSW	23	200109779	5-24-01	0
45	51S	51005627	AC	MCDONALD, W LOUIS	390	1,505.00	057BSRSW	28	200014305	8-31-00	0
46	51S	51005665	AC	MCDONALD, W LOUIS	390	1,840.00	058DSRSW	29	200102531	12-21-00	0
47	51S	51005763	AC	MCDONALD, W LOUIS	390	1,140.00	057BSRSW	38	20020369	2-28-02	0
48	51S	51005778	AC	MCDONALD, W LOUIS	390	775.00	058DSRSW	6	20021028	6-11-02	0
49	51S	51005785	AC	MCDONALD, W LOUIS	390	1,850.00	057ASRSW	45	19991327	6-11-99	0
50	51S	51005801	AC	MCDONALD, W LOUIS	390	1,505.00	057ASRSW	3	200014304	8-31-00	0
51	51S	51005812	AC	MCDONALD, W LOUIS	390	1,140.00	057BSRSW	37	20020369	2-28-02	0
52	51S	51005850	AC	MCDONALD, W LOUIS	390	2,510.00	057DSRSW	4	1871 343	8-13-97	0
53	51S	51005873	AC	MCDONALD, W LOUIS	390	1,850.00	056CSRSW	15	200009405	5-27-00	0
54	51S	51005929	AC	MCDONALD, W LOUIS	390	2,510.00	054ASRSW	46	1916 333	3-11-98	0
55	51S	51005936	AC	MCDONALD, W LOUIS	390	2,510.00	056BSRSW	45	1859 420	7-17-97	0
56	51S	51005961	AC	MCDONALD, W LOUIS	390	1,505.00	056DSRSW	14	200108717	5-11-01	0
57	51S	51006017	AC	MCDONALD, W LOUIS	390	2,510.00	056CSRSW	47	1912 595	2-14-98	0
58	51S	51006228	AC	MCDONALD, W LOUIS	390	2,510.00	055DSRSW	16	1870 511	7-25-97	0
59	51S	51006275	AC	MCDONALD, W LOUIS	390	2,500.00	061BSRSW	44	1859 423	7-17-97	0
60	51S	51006286	AC	MCDONALD, W LOUIS	390	775.00	055DSRSW	34	20021762	10-18-02	0
61	51S	51006321	AC	MCDONALD, W LOUIS	390	2,185.00	057DSRSW	1	19990669	12-17-98	0
62	51S	51006326	AC	MCDONALD, W LOUIS	390	2,510.00	054ASRSW	49	1859 426	7-17-97	0
63	51S	51006367	AC	MCDONALD, W LOUIS	390	775.00	058BSRSW	10	200216220	9-27-02	0
64	51S	51006417	AC	MCDONALD, W LOUIS	390	2,185.00	055DSRSW	6	19990669	1-7-99	0
65	51S	51006436	AC	MCDONALD, W LOUIS	390	2,185.00	065ASRSW	15	19990669	1-7-99	0
66	51S	51006441	AC	MCDONALD, W LOUIS	390	2,515.00	055ASRSW	49	1834 154	3-29-97	0
67	51S	51006473	AC	MCDONALD, W LOUIS	390	2,510.00	055DSRSW	15	1913 35	2-14-98	0

51S 51930262 -0- 200416584 9-17-04
51S 51006180 MCDONALD 395.00 200414146 7-23-04

✓	51S	51004701	DB	MCDONALD, W LOUIS	390	2,825.00	062BSRSW	44	Vol 1825	Pg 144	2-19-97	0
✓	51S	51004704	DB	MCDONALD, W LOUIS	390	2,505.00	064CSRSW	48	1916	339	3-11-98	0
✓	51S	51004747	DB	MCDONALD, W LOUIS	390	3,535.00	062DSRSW	15	1783	471	7-29-96	0
✓	51S	51005047	DB	MCDONALD, W LOUIS	390	2,825.00	068CSRSW	49	1825	114	2-19-97	0
✓	51S	51005220	DB	MCDONALD, W LOUIS	390	2,825.00	068DSRSW	20	1828	331	2-28-97	0
✓	51S	51005330	DB	MCDONALD, W LOUIS	390	2,835.00	058BSRSW	44	1825	142	2-19-97	0
✓	51S	51005461	DB	MCDONALD, W LOUIS	390	2,825.00	063ASRSW	12	1825	228	2-19-97	0
✓	51S	51005567	DB	MCDONALD, W LOUIS	390	2,825.00	057ASRSW	47	1825	74	2-19-97	0
✓	51S	51005784	DB	MCDONALD, W LOUIS	390	2,510.00	056DSRSW	8	1916	343	3-11-98	0
✓	51S	51005848	DB	MCDONALD, W LOUIS	390	2,825.00	056ASRSW	47	1828	315	2-19-97	0
✓	51S	51006179	DB	MCDONALD, W LOUIS	390	2,820.00	058ASRSW	10	1825	230	2-19-97	0
✓	51S	51006288	DB	MCDONALD, W LOUIS	390	2,510.00	059BSRSW	49	1916	337	3-11-98	0
✓	51S	51006561	DB	MCDONALD, W LOUIS	390	2,815.50	055BSRSW	2	1825	180	2-19-97	0
✓	51S	51007052	DB	MCDONALD, W LOUIS	390	2,825.00	052CSRSW	16	1825	186	2-19-97	0
✓	51S	51007145	DB	MCDONALD, W LOUIS	390	2,825.00	052BSRSW	10	1825	232	2-19-97	0
✓	51S	51007163	DB	MCDONALD, W LOUIS	390	2,825.00	053ASRSW	37	1901	374	11-14-97	0
✓	51S	51007332	DB	MCDONALD, W LOUIS	390	2,825.00	053DSRSW	41	1828	323	2-28-97	0
✓	51S	51007351	DB	MCDONALD, W LOUIS	390	2,825.00	058BSRSW	20	1828	327	2-28-97	0
✓	51S	51007357	DB	MCDONALD, W LOUIS	390	2,825.00	053CSRSW	21	1825	132	2-19-97	0
✓	51S	51007424	DB	MCDONALD, W LOUIS	390	2,510.00	054BSRSW	20	1916	347	3-11-98	0
✓	51S	51007530	DB	MCDONALD, W LOUIS	390	2,825.00	049CSRSW	50	1852	552	6-6-97	0
✓	51S	51008004	DB	MCDONALD, W LOUIS	390	2,510.00	051ASRSW	18	1901	368	10-9-97	0
✓	51S	51008259	DB	MCDONALD, W LOUIS	390	2,510.00	052CSRSW	4	1852	570	5-7-97	0
✓	51S	51008318	DB	MCDONALD, W LOUIS	390	2,825.00	058CSRSW	9	1825	218	2-19-97	0
✓	51S	51008565	DB	MCDONALD, W LOUIS	390	2,825.00	066DSRSW	41	1825	100	2-19-97	0
✓	51S	51008820	DB	MCDONALD, W LOUIS	390	2,825.00	051BSRSW	8	1825	220	2-19-97	0
✓	51S	51009110	DB	MCDONALD, W LOUIS	390	2,825.00	051ASRSW	11	1859	435	12-18-96	0
✓	51S	51009165	DB	MCDONALD, W LOUIS	390	2,825.00	049CSRSW	49	1825	112	2-19-97	0
✓	51S	51009224	DB	MCDONALD, W LOUIS	390	2,510.00	048ASRSW	13	1916	335	3-11-98	0
✓	51S	51930083	DB	MCDONALD, W LOUIS	390	3,140.00	047DSRSW	20	1783	474	7-29-96	0
✓	51S	51930271	DB	MCDONALD, W LOUIS	390	2,825.00	047DSRSW	44	1825	82	2-19-97	0
✓	51S	51930272	DB	MCDONALD, W LOUIS	390	2,825.00	047DSRSW	45	1825	82	2-19-97	0
✓	51S	51940067	DB	MCDONALD, W LOUIS	390	2,825.00	051BSRSW	15	1825	184	2-19-97	0
✓	51S	51950114	DB	MCDONALD, W LOUIS	390	2,510.00	047BSRSW	18	1948	493	6-11-98	0
✓	51S	51950115	DB	MCDONALD, W LOUIS	390	2,510.00	047BSRSW	14	1948	495	6-11-98	0
✓	51S	51950123	DB	MCDONALD, W LOUIS	390	2,825.00	053CSRSW	18	1825	86	2-19-97	0
✓	51S	51950137	DB	MCDONALD, W LOUIS	390	2,510.00	054ASRSW	9	1916	331	3-11-98	0
✓	51S	51005401	MR	MCDONALD, W LOUIS	390	742.40	058BSRSW	52	200408634	4-26-04		0
✓	51S	51004211	PL	MCDONALD, W LOUIS	390	775.00	065CSRSW	22	200207179	4-18-02		0
✓	51S	51990211	SS	MCDONALD, W LOUIS	390	884.34	045BSRSW	28	2003 16644	8-6-03		0
✓	51S	51990214	SS	MCDONALD, W LOUIS	390	1,959.94	044ASRSW	17	200113085	8-2-01		0
✓	51S	51990232	SS	MCDONALD, W LOUIS	390	219.84	045DSRSW	24	200402624	1-27-04		0
✓	51S	51990308	SS	MCDONALD, W LOUIS	390	1,213.81	045ASRSW	31	200210281	6-11-02		0
		TOTAL SILVERWOODS ACCOUNT BALANCES				~~345,127.95~~	345,552.95					
✓	51W	51000225	AC	MCDONALD, W LOUIS	415	1,350.00	011BSRWR	14	200204179	2-9-02		0
✓	51W	51000234	AC	MCDONALD, W LOUIS	415	1,975.00	012CSRWR	44	200205801	11-16-01		0
✓	51W	51000272	AC	MCDONALD, W LOUIS	415	3,212.46	012ASRWR	14	1879	473	9-8-97	0
✓	51W	51000275	AC	MCDONALD, W LOUIS	415	820.00	012CSRWR	15	200305010	3-8-03		0
✓	51W	51000292	AC	MCDONALD, W LOUIS	415	3,020.00	012CSRWR	20	1912	607	2-13-98	0
✓	51W	51000300	AC	MCDONALD, W LOUIS	415	3,360.00	013BSRWR	46	1808	329	9-17-96	0
✓	51W	51000307	AC	MCDONALD, W LOUIS	415	820.00	014DSRWR	42	200209950	5-21-02		0
✓	51W	51000320	AC	MCDONALD, W LOUIS	415	420.00	013ASRWR	33	200320649	10-29-03		0
✓	51W	51000325	AC	MCDONALD, W LOUIS	415	1,975.00	012ASRWR	45	200014297	5-31-00		0
✓	51W	51000341	AC	MCDONALD, W LOUIS	415	1,975.00	013ASRWR	43	200108716	5-11-01		0
✓	51W	51000356	AC	MCDONALD, W LOUIS	415	820.00	012ASRWR	41	200308245	5-1-03		0
✓	51W	51000400	AC	MCDONALD, W LOUIS	415	3,020.00	011BSRWR	17	1912	555	2-14-98	0
✓	51W	51000437	AC	MCDONALD, W LOUIS	830	5,355.00	014BSRWR	1	014BSRWR	199906690	11-18-98	36
✓	51W	51000465	AC	MCDONALD, W LOUIS	415	1,858.45	012DSRWR	38	200108704	5-11-01		0
✓	51W	51000470	AC	MCDONALD, W LOUIS	415	2,335.00	014CSRWR	26	200109771	5-30-01		0
✓	51W	51000529	AC	MCDONALD, W LOUIS	415	2,335.00	013CSRWR	47	199905522	2-28-99		0
✓	51W	51000562	AC	MCDONALD, W LOUIS	415	420.00	014CSRWR	42	200316126	8-22-03		0
✓	51W	51000567	AC	MCDONALD, W LOUIS	415	2,335.00	014CSRWR	48	200108711	5-11-01		0
✓	51W	51000569	AC	MCDONALD, W LOUIS	415	3,025.00	014DSRWR	51	1912	613	2-13-98	0
✓	51W	51000584	AC	MCDONALD, W LOUIS	415	2,685.00	016CSRWR	44	1976	365	9-19-98	0
✓	51W	51000585	AC	MCDONALD, W LOUIS	415	1,975.00	016ASRWR	39	200108709	5-11-01		0

51W	51000600	AC	MCDONALD, W LOUIS	415	820.00	015BSRWR	43	200207925	3-26-02	0
51W	51000604	AC	MCDONALD, W LOUIS	830	3,930.00	016DSRWR	24	016DSRWR 200104161	2-1-01	25
51W	51000651	AC	MCDONALD, W LOUIS	415	820.00	017DSRWR	51	200210283	5-26-02	0
51W	51000699	AC	MCDONALD, W LOUIS	415	2,685.00	014CSRWR	15	199908335	4-23-99	0
51W	51000720	AC	MCDONALD, W LOUIS	415	820.00	013CSRWR	25	200218992	10-26-02	0
51W	51000769	AC	MCDONALD, W LOUIS	415	1,590.00	016CSRWR	21	200112252	7-22-01	0
51W	51000777	AC	MCDONALD, W LOUIS	830	835.00	019CSRWR	16	019CSRWR 200323485	11-25-03	23
51W	51000778	AC	MCDONALD, W LOUIS	415	2,335.00	018BSRWR	27	200016921	10-27-00	0
51W	51000783	AC	MCDONALD, W LOUIS	415	1,215.00	016DSRWR	21	200204180	2-21-02	0
51W	51000802	AC	MCDONALD, W LOUIS	415	2,685.00	015BSRWR	19	199905520	2-28-99	0
51W	51000821	AC	MCDONALD, W LOUIS	830	835.00	019ASRWR	23	019ASRWR 200320650	10-29-03	39
51W	51000839	AC	MCDONALD, W LOUIS	415	820.00	019ASRWR	27	200213467	7-30-02	0
51W	51000862	AC	MCDONALD, W LOUIS	415	1,975.00	014DSRWR	39	200100782	12-2-00	0
51W	51000886	AC	MCDONALD, W LOUIS	415	1,975.00	015BSRWR	21	200214772	9-11-02	0
51W	51000926	AC	MCDONALD, W LOUIS	415	1,465.00	016BSRWR	15	200113084	8-2-01	0
51W	51000945	AC	MCDONALD, W LOUIS	415	0.00	014ASRWR	31	200407797	4-17-04	0
51W	51000969	AC	MCDONALD, W LOUIS	415	3,020.00	016ASRWR	44	Vol 1852 Pg 548	6-6-97	0
51W	51000970	AC	MCDONALD, W LOUIS	415	820.00	019BSRWR	37	200216723	10-3-02	0
51W	51000976	AC	MCDONALD, W LOUIS	415	1,975.00	016CSRWR	18	200109775	5-30-01	0
51W	51001001	AC	MCDONALD, W LOUIS	415	3,020.00	022BSRWR	23	1871 335	8-14-97	0
51W	51001053	AC	MCDONALD, W LOUIS	415	2,350.00	016CSRWR	24	1982 191	10-8-98	0
51W	51001063	AC	MCDONALD, W LOUIS	415	1,345.00	018ASRWR	19	200203796	3-7-02	0
51W	51001078	AC	MCDONALD, W LOUIS	415	420.00	022ASRWR	14	200318063	9-23-03	0
51W	51001109	AC	MCDONALD, W LOUIS	415	3,020.00	017DSRWR	18	1834 172	3-29-97	0
51W	51001153	AC	MCDONALD, W LOUIS	415	3,020.00	012CSRWR	14	1913 33	2-14-98	0
51W	51001166	AC	MCDONALD, W LOUIS	415	3,020.00	014BSRWR	16	1913 38	2-14-98	0
51W	51001176	AC	MCDONALD, W LOUIS	415	3,010.00	018ASRWR	12	1970 166	3-25-98	0
51W	51001207	AC	MCDONALD, W LOUIS	415	2,685.00	025BSRWR	48	199905525	3-11-99	0
51W	51001220	AC	MCDONALD, W LOUIS	415	1,975.00	025ASRWR	49	200006312	4-27-00	0
51W	51001281	AC	MCDONALD, W LOUIS	415	820.00	011BSRWR	5	200214592	9-3-02	0
51W	51001315	AC	MCDONALD, W LOUIS	415	820.00	012BSRWR	8	200218993	10-26-02	0
51W	51001349	AC	MCDONALD, W LOUIS	415	3,020.00	015ASRWR	50	1879 483	9-8-97	0
51W	51001352	AC	MCDONALD, W LOUIS	415	820.00	017DSRWR	5	200219563	11-22-02	0
51W	51001356	AC	MCDONALD, W LOUIS	415	2,867.50	024DSRWR	22	1982 193	10-8-98	0
51W	51001376	AC	MCDONALD, W LOUIS	415	2,685.00	017BSRWR	17	199906692	1-7-99	0
51W	51001406	AC	MCDONALD, W LOUIS	415	2,335.00	021ASRWR	6	200005244	3-24-00	0
51W	51001407	AC	MCDONALD, W LOUIS	415	1,215.00	025CSRWR	2	200204511	3-14-02	0
51W	51001436	AC	MCDONALD, W LOUIS	830	2,915.00	025CSRWR	4	025CSRWR 200112248	7-22-01	32
51W	51001438	AC	MCDONALD, W LOUIS	415	2,685.00	016CSRWR	12	1963 118	6-26-98	0
51W	51001450	AC	MCDONALD, W LOUIS	830	5,350.00	025CSRWR	3	025CSRWR 200001230	1-13-00	51
51W	51001540	AC	MCDONALD, W LOUIS	415	820.00	016DSRWR	19	200210280	6-11-02	0
51W	51001542	AC	MCDONALD, W LOUIS	415	3,020.00	012CSRWR	1	1912 578	2-14-98	0
51W	51001545	AC	MCDONALD, W LOUIS	415	2,335.00	019DSRWR	13	200005293	4-10-00	0
51W	51001546	AC	MCDONALD, W LOUIS	415	2,335.00	019BSRWR	49	200004200	3-16-00	0
51W	51001573	AC	MCDONALD, W LOUIS	415	3,025.00	012BSRWR	4	1879 475	9-8-97	0
51W	51001594	AC	MCDONALD, W LOUIS	415	3,025.00	013CSRWR	50	1852 550	6-6-97	0
51W	51001608	AC	MCDONALD, W LOUIS	415	820.00	024ASRWR	27	200210285	5-31-02	0
51W	51001622	AC	MCDONALD, W LOUIS	415	820.00	014CSRWR	6	200220676	11-29-02	0
51W	51001623	AC	MCDONALD, W LOUIS	415	820.00	025DSRWR	13	200305893	4-1-03	0
51W	51001715	AC	MCDONALD, W LOUIS	415	1,975.00	013BSRWR	8	200109776	5-30-01	0
51W	51001719	AC	MCDONALD, W LOUIS	415	2,335.00	024DSRWR	12	200104144	2-2-01	0
51W	51001752	AC	MCDONALD, W LOUIS	415	1,975.00	024ASRWR	11	200108707	5-11-01	0
51W	51001753	AC	MCDONALD, W LOUIS	415	3,020.00	015BSRWR	8	1970 168	3-25-98	0
51W	51001788	AC	MCDONALD, W LOUIS	415	820.00	026DSRWR	36	200210284	5-30-02	0
51W	51001805	AC	MCDONALD, W LOUIS	415	2,690.00	025DSRWR	17	1976 339	9-19-98	0
51W	51001810	AC	MCDONALD, W LOUIS	415	2,685.00	014CSRWR	16	1982 197	10-8-98	0
51W	51001825	AC	MCDONALD, W LOUIS	415	2,685.00	026DSRWR	20	1976 345	9-19-98	0
51W	51001829	AC	MCDONALD, W LOUIS	415	820.00	013DSRWR	2	200216721	10-1-02	0
51W	51001927	AC	MCDONALD, W LOUIS	415	420.00	021ASRWR	2	200318952	10-9-03	0
51W	51001944	AC	MCDONALD, W LOUIS	415	1,975.00	025BSRWR	3	200205799	11-16-01	0
51W	51001978	AC	MCDONALD, W LOUIS	415	1,975.00	024DSRWR	16	200108712	5-11-01	0
51W	51001990	AC	MCDONALD, W LOUIS	415	2,335.00	026BSRWR	1	200004199	3-16-00	0
51W	51001999	AC	MCDONALD, W LOUIS	415	1,215.00	022BSRWR	44	200204514	3-23-02	0
51W	51002098	AC	MCDONALD, W LOUIS	415	1,975.00	024CSRWR	45	200102507	12-21-00	0
51W	51002128	AC	MCDONALD, W LOUIS	415	3,020.00	025BSRWR	2	1916 351	3-11-98	0
51W	51002136	AC	MCDONALD, W LOUIS	415	1,980.00	026DSRWR	51	200108715	5-11-01	0
51W	51002159	AC	MCDONALD, W LOUIS	830	1,630.00	026CSRWR	42	026CSRWR 200216722	10-1-02	43

51W 15002014 MCDONALD - 2 - 200416583 7-7-04

51W	51002164	AC	MCDONALD, W LOUIS	415	3,025.00	029BSRWR	18	Vol 1932 Pg 214	3-31-98	0
51W	51002187	AC	MCDONALD, W LOUIS	415	2,335.00	029ASRWR	17	200002206	12-17-99	0
51W	51002237	AC	MCDONALD, W LOUIS	415	1,975.00	019BSRWR	16	200106156	3-23-01	0
51W	51002255	AC	MCDONALD, W LOUIS	415	3,020.00	027DSRWR	41	1940 133	5-28-98	0
51W	51002300	AC	MCDONALD, W LOUIS	415	1,970.00	026ASRWR	39	200102533	12-21-00	0
51W	51002314	AC	MCDONALD, W LOUIS	415	3,020.00	027BSRWR	45	1841 545	4-15-97	0
51W	51002375	AC	MCDONALD, W LOUIS	415	3,020.00	028BSRWR	12	1912 569	2-14-98	0
51W	51002376	AC	MCDONALD, W LOUIS	415	3,020.00	026CSRWR	46	1912 571	2-14-98	0
51W	51002521	AC	MCDONALD, W LOUIS	415	420.00	021ASRWR	29	200318951	10-9-03	0
51W	51002530	AC	MCDONALD, W LOUIS	415	3,020.00	014BSRWR	43	1912 565	2-14-98	0
51W	51002531	AC	MCDONALD, W LOUIS	415	3,020.00	014BSRWR	42	1912 563	2-14-98	0
51W	51002536	AC	MCDONALD, W LOUIS	415	3,024.99	026BSRWR	43	200011772	7-14-00	0
51W	51002557	AC	MCDONALD, W LOUIS	415	3,020.00	031ASRWR	44	1852 584	5-7-97	0
51W	51002640	AC	MCDONALD, W LOUIS	415	3,020.00	032ASRWR	4	1912 573	2-14-98	0
51W	51002663	AC	MCDONALD, W LOUIS	415	1,205.00	029BSRWR	20	200109780	5-30-01	0
51W	51002696	AC	MCDONALD, W LOUIS	415	2,335.00	031ASRWR	21	200002270	1-29-00	0
51W	51002705	AC	MCDONALD, W LOUIS	415	1,215.00	027BSRWR	47	200112251	7-21-01	0
51W	51002713	AC	MCDONALD, W LOUIS	415	820.00	027CSRWR	20	200219562	11-13-02	0
51W	51002745	AC	MCDONALD, W LOUIS	415	3,020.00	034ASRWR	48	1834 178	3-29-97	0
51W	51002786	AC	MCDONALD, W LOUIS	415	2,335.00	029ASRWR	49	200104143	1-21-01	0
51W	51002839	AC	MCDONALD, W LOUIS	415	3,040.00	032ASRWR	44	1870 509	7-25-97	0
51W	51002875	AC	MCDONALD, W LOUIS	415	3,020.00	029ASRWR	4	1912 603	2-13-98	0
51W	51002911	AC	MCDONALD, W LOUIS	415	3,015.00	032ASRWR	37	200016928	10-27-00	0
51W	51002917	AC	MCDONALD, W LOUIS	415	2,335.00	034ASRWR	1	200005294	4-10-00	0
51W	51002983	AC	MCDONALD, W LOUIS	415	3,020.00	028ASRWR	10	1976 373	9-19-98	0
51W	51002989	AC	MCDONALD, W LOUIS	415	1,215.00	034BSRWR	13	200109772	5-30-01	0
51W	51002992	AC	MCDONALD, W LOUIS	415	1,980.00	026DSRWR	7	200014303	8-31-00	0
51W	51003053	AC	MCDONALD, W LOUIS	415	820.00	033ASRWR	15	200220675	11-20-02	0
51W	51003118	AC	MCDONALD, W LOUIS	415	1,215.00	029BSRWR	33	200201499	11-29-01	0
51W	51003190	AC	MCDONALD, W LOUIS	415	2,695.00	027DSRWR	49	1982 185	10-8-98	0
51W	51003197	AC	MCDONALD, W LOUIS	415	3,020.00	028ASRWR	43	1970 158	3-25-98	0
51W	51003232	AC	MCDONALD, W LOUIS	415	2,685.00	033ASRWR	46	200106163	3-23-01	0
51W	51003237	AC	MCDONALD, W LOUIS	415	2,685.00	022BSRWR	46	1976 375	9-19-98	0
51W	51003989	AC	MCDONALD, W LOUIS	415	820.00	027ASRWR	32	200213465	8-9-02	0
51W	51004104	AC	MCDONALD, W LOUIS	415	3,020.00	021BSRWR	9	1871 337	8-14-97	0
51W	51004260	AC	MCDONALD, W LOUIS	415	1,205.00	026DSRWR	30	200112255	7-21-01	0
51W	51004438	AC	MCDONALD, W LOUIS	415	2,685.00	014DSRWR	9	199905532	2-28-99	0
51W	51004542	AC	MCDONALD, W LOUIS	415	3,020.00	027DSRWR	37	1825 168	2-19-97	0
51W	51004728	AC	MCDONALD, W LOUIS	415	1,220.00	013BSRWR	25	200203797	3-7-02	0
51W	51004770	AC	MCDONALD, W LOUIS	415	3,020.00	026CSRWR	49	1940 139	5-28-98	0
51W	51004952	AC	MCDONALD, W LOUIS	415	3,020.00	019DSRWR	45	1912 567	2-14-98	0
51W	51005027	AC	MCDONALD, W LOUIS	415	3,020.00	024ASRWR	46	1912 575	2-14-98	0
51W	51005351	AC	MCDONALD, W LOUIS	415	3,020.00	014CSRWR	47	1912 609	2-13-98	0
51W	51005475	AC	MCDONALD, W LOUIS	415	3,020.00	032BSRWR	11	1913 31	2-14-98	0
51W	51005506	AC	MCDONALD, W LOUIS	415	2,690.00	018BSRWR	13	1970 164	3-25-98	0
51W	51005830	AC	MCDONALD, W LOUIS	415	420.00	014ASRWR	30	200318950	10-7-03	0
51W	51005849	AC	MCDONALD, W LOUIS	415	2,340.00	021BSRWR	50	200014295	8-31-00	0
51W	51005906	AC	MCDONALD, W LOUIS	415	3,017.50	015BSRWR	7	1913 29	2-14-98	0
51W	51006515	AC	MCDONALD, W LOUIS	415	1,975.00	015ASRWR	10	200106162	3-22-01	0
51W	51006539	AC	MCDONALD, W LOUIS	415	3,020.00	028ASRWR	7	200208252	4-12-02	0
51W	51006630	AC	MCDONALD, W LOUIS	415	3,020.00	027CSRWR	48	1879 479	7-8-97	0
51W	51006762	AC	MCDONALD, W LOUIS	415	1,975.00	017CSRWR	17	200015854	10-6-00	0
51W	51006832	AC	MCDONALD, W LOUIS	415	1,975.00	017ASRWR	8	200112247	7-22-01	0
51W	51007698	AC	MCDONALD, W LOUIS	415	2,335.00	026DSRWR	26	199920183	11-19-99	0
51W	51007966	AC	MCDONALD, W LOUIS	415	3,020.00	022BSRWR	14	1871 339	8-14-97	0
51W	51009193	AC	MCDONALD, W LOUIS	415	1,975.00	016CSRWR	51	200214771	9-11-02	0
51W	51200049	AC	MCDONALD, W LOUIS	415	1,975.00	025ASRWR	7	200205800	11-16-01	0
51W	51210004	AC	MCDONALD, W LOUIS	415	1,975.00	013DSRWR	40	200211030	6-21-02	0
51W	51210005	AC	MCDONALD, W LOUIS	415	1,975.00	013DSRWR	41	200208254	4-30-02	0
51W	51930037	AC	MCDONALD, W LOUIS	415	3,020.00	024BSRWR	17	1901 382	11-14-97	0
51W	51940079	AC	MCDONALD, W LOUIS	415	1,980.00	029ASRWR	8	200014302	8-31-00	0
51W	51950185	AC	MCDONALD, W LOUIS	415	3,020.00	022ASRWR	17	1932 220	3-31-98	0
51W	51950186	AC	MCDONALD, W LOUIS	415	2,685.00	016CSRWR	43	200015853	10-6-00	0
51W	51000127	DB	MCDONALD, W LOUIS	415	3,345.00	011BSRWR	41	1825 196	2-19-97	0
51W	51000161	DB	MCDONALD, W LOUIS	415	2,685.00	011ASRWR	18	199905524	3-11-99	0
51W	51000216	DB	MCDONALD, W LOUIS	830	6,025.00	013ASRWR	16	013ASRWR 1932 200	3-31-98	50
51W	51000265	DB	MCDONALD, W LOUIS	415	3,345.00	013CSRWR	42	1825 190	2-19-97	0

51W	51000291	DB	MCDONALD, W LOUIS	415	3,345.00	011ASRWR	48	Vol 1828 Pg. 319		2-28-97	0
51W	51000344	DB	MCDONALD, W LOUIS	415	3,345.00	011CSRWR	20	1825	214	2-19-97	0
51W	51000404	DB	MCDONALD, W LOUIS	415	3,345.00	011ASRWR	17	1825	204	2-19-97	0
51W	51000444	DB	MCDONALD, W LOUIS	415	3,345.00	014CSRWR	18	1825	206	2-19-97	0
51W	51000579	DB	MCDONALD, W LOUIS	415	3,670.00	013ASRWR	14	1783	495	7-29-96	0
51W	51000716	DB	MCDONALD, W LOUIS	415	3,345.00	014BSRWR	12	1825	128	2-19-97	0
51W	51000751	DB	MCDONALD, W LOUIS	415	3,345.00	017DSRWR	39	1825	150	2-19-97	0
51W	51000786	DB	MCDONALD, W LOUIS	830	6,670.00	017BSRWR	40	017BSRWR 1825	194	2-19-97	41
51W	51000810	DB	MCDONALD, W LOUIS	415	3,345.00	017ASRWR	48	1825	174	2-19-97	0
51W	51000940	DB	MCDONALD, W LOUIS	415	3,020.00	019DSRWR	38	1976	355	9-19-98	0
51W	51000961	DB	MCDONALD, W LOUIS	830	6,020.00	019ASRWR	20	019ASRWR 1932	202	3-31-98	40
51W	51001014	DB	MCDONALD, W LOUIS	415	3,345.00	014CSRWR	5	1827	41	2-3-97	0
51W	51001042	DB	MCDONALD, W LOUIS	415	3,355.00	013BSRWR	17	1808	325	9-17-96	0
51W	51001142	DB	MCDONALD, W LOUIS	415	3,345.00	016BSRWR	12	1825	116	2-19-97	0
51W	51001362	DB	MCDONALD, W LOUIS	830	6,020.00	013ASRWR	2	013ASRWR 1916	349	3-11-98	3
51W	51001424	DB	MCDONALD, W LOUIS	830	6,665.00	017DSRWR	16	017DSRWR 1825	202	2-19-97	17
51W	51001441	DB	MCDONALD, W LOUIS	415	3,345.00	017BSRWR	2	1825	96	2-19-97	0
51W	51001503	DB	MCDONALD, W LOUIS	415	3,345.00	024CSRWR	48	1825	162	2-19-97	0
51W	51001535	DB	MCDONALD, W LOUIS	415	3,345.00	025ASRWR	10	1783	465	8-5-96	0
51W	51001602	DB	MCDONALD, W LOUIS	415	3,345.00	017BSRWR	1	1828	317	2-28-97	0
51W	51001765	DB	MCDONALD, W LOUIS	415	3,345.00	015ASRWR	1	1825	88	2-19-97	0
51W	51001800	DB	MCDONALD, W LOUIS	415	3,345.00	026ASRWR	5	1825	94	2-19-97	0
51W	51001871	DB	MCDONALD, W LOUIS	415	3,345.00	021BSRWR	47	1825	140	2-19-97	0
51W	51002227	DB	MCDONALD, W LOUIS	415	3,345.00	029ASRWR	37	1783	492	7-29-96	0
51W	51002262	DB	MCDONALD, W LOUIS	415	3,020.00	029ASRWR	19	1982	195	10-8-98	0
51W	51002384	DB	MCDONALD, W LOUIS	415	3,345.00	026CSRWR	9	1825	124	2-19-97	0
51W	51002385	DB	MCDONALD, W LOUIS	415	3,345.00	026CSRWR	10	1825	124	2-19-97	0
51W	51002599	DB	MCDONALD, W LOUIS	415	3,350.00	031BSRWR	8	1808	333	9-17-96	0
51W	51002622	DB	MCDONALD, W LOUIS	415	3,345.00	018BSRWR	39	1828	321	2-28-97	0
51W	51002754	DB	MCDONALD, W LOUIS	415	3,355.00	034BSRWR	5	1901	370	10-9-97	0
51W	51002854	DB	MCDONALD, W LOUIS	415	3,345.00	029BSRWR	8	1825	226	2-19-97	0
51W	51002892	DB	MCDONALD, W LOUIS	415	3,660.00	027ASRWR	16	1783	486	7-29-96	0
51W	51003009	DB	MCDONALD, W LOUIS	415	3,345.00	031ASRWR	11	1825	126	2-19-97	0
51W	51003072	DB	MCDONALD, W LOUIS	415	3,345.00	032BSRWR	15	1825	120	2-19-97	0
51W	51003074	DB	MCDONALD, W LOUIS	415	3,345.00	029BSRWR	15	1825	122	2-19-97	0
51W	51003093	DB	MCDONALD, W LOUIS	415	3,570.00	011BSRWR	2	1808	328	9-17-96	0
51W	51004099	DB	MCDONALD, W LOUIS	415	3,020.00	014BSRWR	14	1932	206	3-31-98	0
51W	51004175	DB	MCDONALD, W LOUIS	415	3,345.00	029BSRWR	7	1825	76	2-19-97	0
51W	51004261	DB	MCDONALD, W LOUIS	415	3,345.00	031BSRWR	6	1859	432	7-17-97	0
51W	51004649	DB	MCDONALD, W LOUIS	415	3,345.00	016ASRWR	26	1825	152	2-19-97	0
51W	51005249	DB	MCDONALD, W LOUIS	415	3,345.00	033BSRWR	19	1825	212	2-19-97	0
51W	51005250	DB	MCDONALD, W LOUIS	415	3,340.00	033BSRWR	51	1825	212	2-19-97	0
51W	51005251	DB	MCDONALD, W LOUIS	415	3,345.00	024CSRWR	40	1871	341	8-14-97	0
51W	51005300	DB	MCDONALD, W LOUIS	415	3,838.04	031CSRWR	51	1901	372	11-14-97	0
51W	51006482	DB	MCDONALD, W LOUIS	415	3,020.00	018ASRWR	44	1912	605	2-13-98	0
51W	51006772	DB	MCDONALD, W LOUIS	415	3,345.00	017DSRWR	47	1825	172	2-19-97	0
51W	51006864	DB	MCDONALD, W LOUIS	415	3,345.00	016DSRWR	46	1825	198	2-19-97	0
51W	51007453	DB	MCDONALD, W LOUIS	415	3,350.00	021ASRWR	8	1879	477	9-8-97	0
51W	51008910	DB	MCDONALD, W LOUIS	415	3,063.50	026CSRWR	47	1834	181	3-29-97	0
51W	51008923	DB	MCDONALD, W LOUIS	415	3,355.00	017CSRWR	2	1814	232	10-23-96	0
51W	51009105	DB	MCDONALD, W LOUIS	415	3,345.00	015ASRWR	3	1912	611	2-13-98	0
51W	51950132	DB	MCDONALD, W LOUIS	415	3,345.00	028BSRWR	14	1825	118	2-19-97	0
51W	51990244	SS	MCDONALD, W. LOUIS	415	1,911.94	013ASRWR	39	200108710		5-11-01	0
	TOTAL WOLF RUN ACCOUNT BALANCES				530,764.38						

51W	51002933	DB	INC, GROUPWISE	415	1,635.00	031BSRWR	46	200212783	8-7-02	0
	WOLF RUN ACCOUNT BALANCE				1,635.00					
51S	51006180	PL	INC, GROUPWISE	390	395.03	054BSRSW	23	200411535	5-15-04	0
51S	51007155	AC	INC, GROUPWISE	390	0.00	053BSRSW	2			0
51S	51930236	AC	INC, GROUPWISE	390	395.00	047ASRSW	17	200412378	5-29-04	0
	SILVERWOODS ACCOUNT BALANCE				790.03			200402623	2-7-04	
	TOTAL GROUPWISE, INC. ACCOUNT BALANCES				5,520.03					

PUBLIC OFFERING STATEMENT

For

WOLF RUN MANOR

AT

TREASURE LAKE

1129 Treasure Lake

DuBois, PA 15801

Crown Resorts, Ltd.
Seller of Wolf Run Manor
PO Drawer 1568
Gautier, MS 39553

"THIS PUBLIC OFFERING STATEMENT CONTAINS IMPORTANT INFORMATION WHICH SHOULD BE CONSIDERED PRIOR TO ACQUIRING A TIMESHARE INTERVAL."

"THE STATEMENTS CONTAINED HEREIN ARE SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL DOCUMENTS AND OTHER ITEMS REFERENCED IN THIS PUBLIC OFFERING STATEMENT FOR MORE DETAILED INFORMATION."

"ORAL REPRESENTATIONS SHOULD NOT BE RELIED ON AS CORRECT STATEMENTS. REFER TO THIS DOCUMENT FOR CORRECT REPRESENTATIONS.

This contains important matters in purchasing a Timeshare Unit or Interval Ownership. The Buyer should read and understand all contracts and other sales material before purchasing a Timeshare Unit.

EXHIBIT "B-1"

WOLF RUN MANOR ASSOCIATION
FY 2005 BUDGET - OPERATING FUND

	Total Amount	Amount Per Week	
NON-DUES OPERATING INCOME	31,990	15.92	
OPERATING EXPENSES			
General Office	21,281	10.59	
Replacements	17,210	8.56	
Monthly Unit Services	149,023	74.16	
Cost/Rent of Equipment	4,440	2.21	
Reservations/Administration	60,511	30.11	
Recreation	40,354	20.08	
Housekeeping	80,875	40.25	
Building Maintenance	43,800	21.80	
Grounds Maintenance	26,000	12.94	
Vehicle Maintenance	1,800	0.90	
Management Fees	100,068	49.80	
Accounting/Collections	58,800	29.26	
POA Fees	36,544	18.19	
Professional Services	9,103	4.53	
Property & Misc Taxes	101,196	50.36	
Property/Liability Insurance	66,000	32.85	
Depreciation	7,188	3.58	
Total Operating Expenses	824,194	410.17	
NET OPERATING EXPENSE TO BE FUNDED	(792,204)	(394.25)	
Less: Member Dues, Net	792,204	394.25	**394.25**
NET OPERATING SURPLUS/(LOSS)	0	(0.00)	

FY 2005 BUDGET - RESERVE FUND

	Total Amount	Amount Per Week	
Reserve Dues Income	41,700	20.75	**20.75**
Reserve Expenditures	0	0.00	
NET RESERVE FUND CARRIED FORWARD	41,700	20.75	
COMBINED FUNDS - NET SURPLUS/(LOSS)	41,700	20.75	**415.00**

NOTE: This budget is for the period April 1, 2004 through March 31, 2005.

AMENDMENT TO THE DECLARATION OF INTERVAL OWNERSHIP OF WOLF RUN MANOR CORPORATION, SILVERWOODS ADDITION RECORDED IN CLEARFIELD COUNTY MISC. BOOK 927, PAGE 273

WHEREAS, Wolf Run Manor Corporation hereinafter called "Declarant" filed of record in the office of the Recorder of Deeds of Clearfield County in Miscellaneous Book 927, page 273 a certain Declaration of Interval Ownership hereinafter referred to as "Declaration" pertaining to a subdivision of a portion of Declarant's real property designated as the Silverwoods Addition which Declarant was the owner by virtue of a deed dated November 15, 1983 and recorded in Clearfield County Deed Book Volume 917, page 149; and

WHEREAS, the Unit Owners are desirous of making a certain amendment to exhibit "II" attached to the recorded Declaration as provided for in Article X of the Declaration that states the Declaration may be amended at any regular meeting of the Unit Owners called and convened in accordance with the By-Laws, by the affirmative vote of Voting Members present or by proxy casting not less than fifty-one percent (51%) of the total vote; and

WHEREAS, at a duly convened meeting of the Unit Members of the Association held on February 23, 2002 a majority of the voting members approved the amendment to exhibit "II" for the express purpose of correcting an error to the original attachment of the exhibit hereinafter recited; and

NOW, THEREFORE, the exhibit "II" of the Declaration is amended as follows on the attached exhibit labeled "AMENDED EXHIBIT II" and attached hereto and made a part hereof.

IN WITNESS WHEREOF, Silverwoods Association, Inc has caused a common and corporate seal to be affixed to these presents by the hand of its President, and duly attested to by its Secretary this 25th day of February 2002.

ATTEST: SILVERWOODS ASSOCIATION, INC.

BY: _____ BY: _____

Secretary President

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200209967
RECORDED ON
Jun 24, 2002
12:46:24 PM
Total Pages: 7

RECORDING FEES - $19.00
RECORDER $2.00
COUNTY IMPROVEMENT $3.00
FUND
RECORDER $0.50
IMPROVEMENT FUND
STATE WRIT TAX $24.50
TOTAL
CUSTOMER
SILVERWOODS RESORT PROPERTIES

STATE OF PENNSYLVANIA

COUNTY OF CLEARFIELD

WOLF RUN MANOR TOWNHOUSES
DECLARATION OF INTERVAL OWNERSHIP
TREASURE LAKE
DUBOIS, PENNSYLVANIA

This Declaration and by-laws which are attached hereto and made a part hereof, is made and executed this the 18th day of SEPTEMBER, 1981, by Wolf Run Manor Corp., a Pennsylvania corporation hereinafter referred to as "Wolf Run", for itself, its successors, and grantees.

WITNESSETH

WHEREAS, Wolf Run is the owner of the fee simple title to the real property located in Sandy Township, Clearfield County, Pennsylvania as more particularly described and set forth as townhouse property in the Survey Exhibits attached hereto as "Exhibit I", which are made a part hereof as though fully set forth herein, said townhouse property referred to as the "land"; and

WHEREAS, it is the intention of Wolf Run to submit the property to interval ownership and sell and convey the same to various purchasers, subject to the covenants, conditions, restrictions and by-laws provisions, herein provided and reserved to be kept and observed: and

WHEREAS, Wolf Run desires and intends by following this Declaration and the Exhibits attached hereto to submit the property to interval ownership and to impose upon said property mutually beneficial restrictions under a general plan of improvement for the benefit of said property and the owners thereof.

NOW THEREFORE, Wolf Run does hereby publish and declare that all the property referred to above and as set out and described on the Exhibits hereto is held and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved as Interval Ownership units and approved subject to the following covenants, conditions, restrictions, uses, limitations, declarations and obligations, all of which are declared and agreed to in furtherance of a plan for the improvement of said property and the divisions thereof into townhouse units (hereinafter defined) and the same shall be deemed to run with the land and shall be a burden and a benefit to Wolf Run, its successors, grantees and assigns, and any persons acquiring or owning an interest in the property, their grantees, and successors, heirs, devisees, assigns and personal representatives.

I.

Definitions

As used in this Declaration of Interval Ownership, and By-laws and Exhibits attached hereto, and all amendments thereof, unless the contracts otherwise provide, the following definitions shall prevail:

A. Declaration of Interval Ownership means this instrument as it may, from time to time, be amended.

B. Association means Wolf Run Manor Association and it is responsible for the operation of the timesharing unit. During any period when a management agreement is in effect, any rights and responsibilities of the association shall also be the right and responsibility of management firm under said management agreement.

C. By-laws means the by-laws of the association, as they exist from time to time.

D. Common expenses means the expenses for which the unit owners are liable as designated by the Association, including but not limited to membership fees, assessments, maintenance fees, which may include capital replacements, taxes, insurance, utilities, maid service, operational cost, sinking fund and other related expenses.

E. Common surplus means the excess of all receipts of the Association over and above the amount of common expenses.

F. Expenses means a share of the funds required for the payment of emergency expenses which, from time to time, are assessed against the unit owners.

G. Townhouse means a house whose sidewalls abut the sidewalls of a house on the adjacent lot. Each owner owns the outside walls of his house and the entire lot is owned by the owners of the house.

H. Unit owner or owner of a unit, means the owner of a townhouse.

I. Wolf Run means Wolf Run Corporation, a Pennsylvania Corporation, its successors and assigns.

J. Institutional mortgagee means a bank, savings and loan association, insurance company or union pension fund authorized to do business in the United States of America, an agency of the United States government, a real estate or mortgage investment trust, or a lender generally recognized in the community as an institutional type lender.

K. Mortgage shall mean a deed of trust as well as a mortgage and a Mortgagee shall mean the beneficiary under or holder of a deed of trust as well as a mortgage.

L. Occupant means a person or persons other than the unit owner in possession of the unit.

M. Timesharing documents means this Declaration, the by-laws and all exhibits annexed hereto, as the same may be amended from time to time.

N. Board of administration or board of directors means the representative body responsible for the administration of the association.

O. Interval ownership is a concept whereby units are conveyed for periods of time, the purchaser receiving a dated time period for a period of years, together with a remainder over in fee simple as tenant in common with all other purchasers of unit weeks in such townhouse units in the year 2030.

P. Unit week means a period of ownership in a townhouse committed to interval ownership. Unit weeks are computed as follows: Unit week One is the seven (7) days commencing on the first day in each year as delineated in Exhibit II attached hereto. Unit Week Two is the seven (7) days exceeding additional weeks up to and including Unit Week 52 and are computed in the like manner. Unit Week 52 contains the seven days preceding the end of Unit Week 51 without regard to the month or year. Unit Week 53 contains any excess days. Unit weeks run from 5:00 P.M. on the first day of the period to 10:00 A.M. on the last day of the period or as otherwise amended by Exhibit II.

Q. Common surplus means the excess of all receipts of the association, including but not limited to, assessments, rents, profits and revenues on account of the common element, over and above the common expenses.

R. Timesharing property means and includes the land in a timesharing unit, whether or not contiguous and all improvements thereon and all easements and rights appurtenant thereto, intended for use in connection with the timesharing unit.

S. Assessment means a share of the funds required for payment of emergency expenses, which, from time to time, may be assessed against the owners.

T. Unit or Townhouse Unit refers therein to each of the separate and identified Townhouse buildings delineated in the Survey attached to the Declaration as Exhibit I.

II.

NAME

The name by which these townhouse are to be identified shall be "Wolf Run Manor".

III.

COMMITTING A UNIT TO INTERVAL OWNERSHIP

A unit shall become a unit committed to Interval Ownership upon the recording of a declaration by Wolf Run which commits said unit to interval ownership. No unit may be committed to Interval Ownership by any person, or other entity other than Wolf Run. A unit will no longer be committed to Interval Ownership any time all unit weeks are owned by the same legal entity. Notwithstanding the above, Wolf Run may assign its rights to commit units to any other entity to which it conveys substantially all units which it owns in the Townhouse property.

IV.

IDENTIFICATION OF UNITS

The Townhouse property consists essentially of all units and other improvements as set forth in Exhibit I attached hereto and for purpose of identification, all units located on said Townhouse property are given identifying numbers and are delineated on the Survey Exhibits, collectively identified as "Exhibit I", hereto attached and made a part of this Declaration. No unit bears the same identifying number as does any other unit. The aforesaid identifying number as to the unit is also the identifying number as to the Townhouse parcel. The said Exhibit I, also contains a survey of the land, graphic description of the improvements, and a plot plan and, together with this Declaration, they are in sufficient detail to identify the location, dimensions and size of the common elements and of each unit, as evidenced by the Certificate of the Registered Land Surveyor hereto attached. The legend and notes contained with the said Exhibit are incorporated herein and made a part hereof by reference.

V.

INDENTIFICATION OF UNITS COMMITTED TO INTERVAL OWNERSHIP

Wherever the term "Unit Owner" or "Unit Owners" is used anywhere within the context of this Declaration or any Amendment or Supplementary Declaration hereto, it shall be construed to include all owners of unit weeks within any unit committed to interval ownership as one unit owner.

VI.

VOTING RIGHTS

Each interval owner shall be entitled to one vote for each Unit Week owned. An interval owner may vote by means of a proxy.

VII.

COMMON EXPENSE AND COMMON SURPLUS

The common expenses of the Townhouses, including the obligation of each unit owner under the Management Agreement attached to this Declaration, shall be shared by the unit owners, as specified and set forth in Exhibit III. The foregoing ratio of sharing common expenses and assessments shall remain, regardless of the purchase price of the Townhouse, their location, or the building square footage included in each Townhouse.

Any common surplus of the Association shall be owned by each of the unit owners in the same proportions as their percentage ownership interest in the Townhouses - any common surplus being the excess of all receipts of the Association from these Townhouses, over the amount of the common expenses of the Townhouses.

VIII.

MAINTENANCE FEE FOR UNITS COMMITTED TO INTERVAL OWNERSHIP

All owners of Unit Weeks in Units committed to Interval Ownership shall pay a "maintenance fee". The maintenance fee shall include the following:

The particular Unit Week Owner's share of common expenses, as set forth in Paragraph VII above;
Repair and upkeep of Units for normal wear and tear (exampie - repainting interior walls);
Repair and replacement of furniture, fixtures, appliances, carpeting and utensils;
Casualty and/or liability insurance on the Unit;
Capital expenditures
Utilities for the subject Unit;
Personal property, real estate, and any other applicable taxes;
Any other expenses incurred in the normal operations and maintenance of the Unit which cannot be attributed to a particular Unit Week Owner. (For example - management fee)

The maintenance fee shall be prorated among all Owners of Unit Weeks. The foregoing shall not apply to any Unit Week conveyed to the Association. Resort or its designated assignee shall have the right to levy a lien for any unpaid fees, dues, and assessments and taxes.

IX.

MAINTENANCE WEEK IN UNITS COMMITTED TO INTERVAL OWNERSHIP

Upon conveying fifty (50) Unit Weeks in any Unit committed to Interval Ownership, or six (6) months from the date of the first conveyance under Interval Ownership in any Unit committed to Interval Ownership, whichever date comes first, Wolf Run agrees to convey and the Association agrees to accept up to two unit weeks to be used for maintenance purposes. Wolf Run shall have the right to choose the Unit Week(s) to be so conveyed. In the event any one person, or other legal entity becomes holder of record title to all unit weeks in any one unit that person, or other legal entity, may cause the Association to convey said unit weeks conveyed to the Association to it by notifying the Association, in writings, of its desire that said unit cease being a unit committed to interval ownership. The Association shall execute the necessary papers to complete said conveyance no later than sixty (60) days after notice. All expenses of said conveyance, including state stamps and recording fees, shall be borne by the person, or other legal entity, desiring such conveyance.

X.

METHOD OF AMENDMENT OF DECLARATION

This Declaration may be amended at any regular or special meeting of the Unit Owners, called and convened in accordance with the By-Laws, by the affirmative vote of Voting Members present or by proxy casting not less than fifty-one percent (51%) of the total vote.

All Amendments shall be recorded and certified. Subject to the provisions of Article VII, no Amendment shall change any Townhouse Unit's proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any Unit, unless the record Owners(s) thereof, and all record Owners of mortgages or other voluntarily placed liens thereon, shall join in the execution of the Amendment. No Amendment shall be passed which shall impair or prejudice the rights and priorities of any mortgages or change the provisions of this Declaration with respect to Institutional Mortgages without the written

approval of all Institutional Mortgages of record, nor shall the provisions of Article XV of this Declaration be changed without the written approval of all Institutional Mortgagees of record.

No amendment shall change the rights and privileges of Wolf Run without Wolf Run's written approval.

Wolf Run, so long as it owns more than twenty-five percent (25%) of the Townhouses or Unit Weeks in the Townhouse, reserves the right at any time to amend the Declaration, as may be required by any lending institution or public body or in such manner as Wolf Run may determine to be necessary to carry out the purposes of the project provided that such Amendment shall not increase the proportion of common expenses borne by the Townhouse Owners.

XI.

BY-LAWS

The operation of the Townhouse property shall be governed by the By-Laws of the Association. (Exhibit IV)

No modification of or Amendment to the By-Laws of said Association shall be valid unless set forth in or annexed to a duly recorded Amendment to this Declaration. The By-Laws may be amended in the manner provided for therein, but no Amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any Townhouse, or which would change the provision of the By-Laws with respect to Institutional Mortgages without the written approval of all Institutional Mortgagees of record. No Amendment shall change the rights and privileges of Wolf Run without Wolf Run's written approval. Any Amendment to the By-Laws, as provided herein, shall be executed by the parties as required in this Article and in Article X above.

XII.

THE OPERATING ENTITY

The operating entity of the Townhouses shall be the Association. The said association upon agreement of its board of directors shall have the right to assign its obligations of management, maintenance and collection of common expenses and all the other management functions of the association to an acceptable management agent. The said association, or its designated assignee shall have all the powers and duties granted to or imposed upon it by this Declaration and the By-Laws of the Association, and all of the powers and duties necessary to operate the Townhouses, as set forth in this Declaration and the By-Laws, and as they may be amended from time to time.

XIII.

Maintenance Fees, Assessments, Membership Fees, Recreation Fee

Maintenance Fees.

The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sum or sums necessary and adequate as maintenance fees to provide for the common expenses of the Townhouse. The maintenance fees shall be levied against each Townhouse Unit Owner as provided for in Article VII of this Declaration. The maintenance fee shall be due and payable annually (if the interval ownership is not financed by seller). Maintenance fees are due and payable monthly on installment transactions. Due dates shall be determined by the Board of Directors of Wolf Run Manor Association or its designated assignee. Maintenance fees that are unpaid for over ten (10) days after due shall bear interest at the rate of ten percent (10%) per annum from due date until paid, and at the sole discretion of the Board of Directors, a late charge of twenty five dollars shall be due and payable. Monthly bills for the same shall not be mailed and delivered to Unit owners. Maintenance fees for units committed to interval ownership shall be due and payable annually or as determined by the association.

Assessments.

Assessments for emergency purposes upon showing of good cause, may also be levied by the association through its Board of Directors. This assessment shall be due and payable as determined by the Board of Directors of Wolf Run Manor Association or as designated assignee.

Assessments that are unpaid for over ten (10) days after due shall bear interest at the rate of ten percent (10%) per annum from due date until paid, and at the sole discretion of the Board of Directors, a late charge of twenty five dollars shall be due and payable. Assessments for emergency purposes may also be levied by the Association by its Board of Directors. The assessments shall be due and payable as determined by the Board of Directors of the Association.

Membership Fee.

The membership fee is that fee levied against the interval owner in exchange for the use of any amenities controlled by Treasure Lake Property Owners Association, Inc. This fee is contained in the amount that the interval owner pays to Wolf Run Manor Association which in turn pays that portion of fee on behalf of the interval owner.

The Association, or its designated assignee shall have a lien on each Townhouse Unit Week for unpaid assessments, maintenance fee and membership fee together with interest thereon, against the Unit Owner of such Townhouse, together with a lien on all tangible personal property located within said Unit, except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record. Reasonable attorneys' fees incurred by the Association incident to the collection of such assessments, maintenance fee and membership fee or the enforcement of such lien, together with all sums advanced and paid by the Association for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association, in order to preserve and protect its lien, shall be payable by the Unit Owner and secured by such lien. The Board of Directors, may take such action as it deems necessary to collect assessments, maintenance fee and membership fee by personal action or by enforcing and foreclosing said lien, and may settle and compromise the same if deemed in its best interest. Said lien shall be effective as and in the manner provided for by law. The Association, shall be entitled to bid at any sale held pursuant to a suit to foreclose such lien, and to apply as a cash credit against its bid, all sums due, as provided herein, covered by the lien enforced. In case of such foreclosure, the Unit Owner shall be required to pay a reasonable rental for the Townhouse for the period of time said Townhouse is occupied by the Unit Owner or anyone by, through or under said Unit Owner, and Plaintiff in such foreclosure shall be entitled to the appointment of a Receiver to collect same from the Unit Owner and/or Occupant.

In the case of a lien against an Owner of Unit Weeks in a Unit committed to Interval Ownership, said lien shall be limited to the Unit Weeks owned by said Owner and shall not encumber the property, real or personal, of any other Owner of Unit Weeks in said Unit.

Where the Mortgagee of an Institutional First Mortgage of record, or other purchaser of a Townhouse, obtains title to a Townhouse as a result of foreclosure of the Institutional First Mortgage, or when an Institutional First Mortgagee of record accepts a Deed to said Townhouse in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the shares of maintenance fees or assessment by the Association pertaining to such Townhouse, or chargeable to the former Unit Owner of such Townhouse, which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such Deed in lieu of foreclosure. Such unpaid share of maintenance fees or assessments shall be deemed to be common expenses collectible from all of the Unit Owners, including such acquirer, his successors and assigns.

Any person who acquires an interest in an Unit, except through foreclosure of an Institutional First Mortgage of record, or by virtue of an Institutional First Mortgagee accepting a Deed to a Townhouse in lieu of foreclosure, as specifically provided hereinabove including, without limitation, persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy of the Unit or enjoyment of the Common Elements until such time as all unpaid assessments and maintenance fee due and owing by the former Unit Owners have been paid. The Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments and maintenance fee to Wolf Run, or to any Unit Owner or group of Unit Owners, or to any third party.

Recreation Fee

The recreation fee is that fee levied against the interval owner in exchange for use of any amenities owned by Recreation Land Corporation. This fee is contained in the amount that the Interval Owner pays to Wolf Run Manor Association which in turn pays that portion of the fee on behalf of the interval owner. A Unit Owner, Unit Owner's spouse and Unit Owner's children, age 25 years and under living at home, shall be entitled to year around use of the recreational facilities.

Failure of an interval owner to pay any fee or assessment may preclude said interval owner from the use of any recreational facilities.

XIV.
INSURANCE PROVISIONS

I. Insurance

A. Purchase of Insurance: The Association shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance insuring all of the insurable improvements within the Townhouse, together with such other insurance as the Association deems necessary in and for the interest of the Association, all Unit Owners and their Mortgagees as their interest may appear, in an amount which shall be equal to the maximum insurable replacement value as determined annually; and the premiums for such coverage and other expenses in connection with said insurance shall be assessed against the Unit Owners as part of the common expense. The named insured shall be the Association, individually and as Agent for the Unit Owners, without naming them, and as Agent for their Mortgagees.

Provision shall be made for the issuance of Mortgagee endorsements and memoranda of insurance to the Mortgagees of Unit Owners. Such policies shall provide that payments for losses thereunder by the insurer shall be made to the insurance trustee hereinafter designated, and all policies and endorsements thereon shall be deposited with the insurance trustee. Unit owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense.

B. Coverage:

(1) Casualty. All Townhouse buildings shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and all personal property included in the Townhouse shall be insured for its value, all as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:

(a) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and

(b) Such other risks as from time to time shall be customarily covered with respect to Townhouses including but not limited to vandalism and malicious mischief.

(2) Public Liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association and with cross liability and endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner.

(3) Insurance on Units Committed to Interval Ownership. The Board of Directors of the Association, shall obtain casualty and liability insurance, as needed, on all Units committed to Interval Ownership. Each such policy shall reflect the respective interest of the Association, and all Owners of Unit Weeks in each Unit. Casualty insurance shall be in an amount equal to the maximum insurable replacement value of the Unit and the personal property therein without deduction for depreciation as determined annually by the Board of Directors of the Association. The premiums shall be a part of the maintenance fee. All losses thereunder shall be payable to the Insurance Trustee hereinafter designated. All such proceeds shall be used for the purpose of repair or replacement of any loss, or in the event such loss is not to be repaired or replaced, as determined elsewhere, to be divided among all Owners of Unit Weeks in such Unit in accordance with their percentage interest in remainder. Any deficit or overage in such proceeds, after repair or replacement, shall be divided among all such Owners of Unit Weeks in that Unit. Deficits shall be treated as a prorated assessment and billed to each Unit Owner.

(4) Workmen's Compensation policy to meet the requirements of law.

(5) Such other Insurance as the Board of Directors of the Association shall determine from time to time desirable.

C. Premiums: Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

D. Insurance Trustee; Shares of Proceeds: All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their Mortgagees, as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the insurance trustee, which shall be designated by the Board of Directors and which shall be any bank or trust company in Pennsylvania. The insurance trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein and for the benefit of the Unit Owners and their Mortgagees in the following shares, but which shares need not be set forth on the records of the insurance trustee:

(1) Townhouses. Proceeds on account of damage to Units shall be held in the following undivided shares:

(a) When the Building is to be Restored - For the Owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner, which cost shall be determined by the Association.

(b) When the Building is Not to be Restored - A share for each Unit Owner, equal to the percentage of ownership of Unit Weeks owned against the total number of Unit Weeks committed to Interval Ownership of that particular Townhouse.

(2) Mortgagees. In the event a mortgage endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the Mortgagee and the Unit Owner as their interests may appear; provided, however, that no Mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no Mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions thereof made to the Unit Owner and Mortgagee pursuant to the provisions of this Declaration.

E. Distribution of Proceeds: Proceeds of insurance policies received by the insurance trustee shall be distributed to or for the benefit of the beneficial Owners in the following manner:

(1) Expense of the Trust. All expenses of the insurance trustee shall be first paid or provision made therefor.

(2) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial Owners. Remittance to Unit Owners and their Mortgagees being payable jointly to them. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by such Mortgagee.

(3) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds, shall be distributed to the beneficial Owners, remittances to Unit Owners and their Mortgagees being payable jointly to them. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by such Mortgagee.

(4) Certificate. In making distribution to Unit Owners and their Mortgagees, the insurance trustee may rely upon a certificate of the Association made by its President and Secretary as to the names of the Unit Owners and their respective shares of the distribution.

F. Association as Agent: The Association is hereby irrevocably appointed Agent for each Unit Owner and for each Owner of a mortgage or other lien upon a Unit and for each Owner of any other interest in the Townhouse to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

G. Notice of Insurance Coverage: In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owners, the Association will give Notice of the exposure within a reasonable time to all Unit Owners who may be exposed to the liability and they shall have the right to intervene and defend.

H. Inspection of Insurance Policy: A copy of each insurance policy obtained by the Association shall be made available for inspection by Unit Owners at reasonable times.

II. RECONSTRUCTION OR REPAIR AFTER CASUALTY

A. Determination to Reconstruct or Repair: If any part of the Townhouse shall be damaged by casualty, whether it shall be reconstructed or repaired shall be determined in the following manner:

(1) Lesser Damage - If the damaged townhouse is found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired unless within 60 days after the casualty, it is determined by Agreement in the manner elsewhere provided that the Townhouse Interval Ownership status shall be terminated.

(2) Major Damage - If the damaged Townhouse is found by the Board of Directors to be not tenantable, then the damaged Townhouse will not be reconstructed or repaired and Townhouse Interval Ownership will be terminated without Agreement as elsewhere provided, unless within 60 days after the casualty, the Owners agree in writing to such reconstruction or repair.

(3) Certificate. The insurance trustee may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

B. Plans and Specifications: Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, portions of which are attached hereto as Exhibits; or if not, then according to plans and specifications approved by the Board of Directors of the Association.

C. Responsibility: If the damage is only to those parts of one Townhouse Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

D. Estimates of Costs: Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable detailed estimates of the cost to rebuild or repair.

E. Assessments: The amount by which an award of insurance proceeds to the insurance trustee is reduced on account of a deductible clause in an insurance policy shall be assessed against all Unit Owners in proportion to their number of Unit Weeks owned. If the proceeds of such assessments and of the insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if any time during reconstruction and repair or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstructions and repair are insufficient, assessments shall be made against the Unit Owners of that Townhouse, in sufficient amount to provide funds for the payment of such costs. Such assessments amount to provide funds for damage to Townhouse shall be in proportion to the cost of reconstruction and repair of their respective Units.

F. Construction Funds: The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the insurance trustee and funds collected by the Association from assessments against Unit Owners, shall be disbursed in payment of such costs in the following manner:

(1) Association. If the total assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair which is the responsibility of the Association is more than $5,000.00, then the sums paid upon such assessments shall be deposited by the Association with the insurance trustee. In all other cases, the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

(2) Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the insurance trustee by the Association from collections of assessment against Unit Owners on account of such Casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(a) Association - Lesser Damage - If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than $5,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the insurance trustee by a Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund. Such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(b) Association - Major Damage - If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than $5,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association or upon approval of an architect qualified to practice in Tennessee and employed by the Association to supervise the work.

(c) Unit Owner - The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Unit Owner shall be paid by the insurance trustee to the Unit Owner, or if there is a mortgage endorsement as to such Unit, then to the Unit Owner and Mortgagee jointly, who may use such proceeds as they may be advised.

(d) Surplus - It shall be presumed that the first monies disbursed in payment of costs and reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial Owners of the fund in the manner elsewhere stated;

Except, however, that the part of a distribution to a beneficial Owner which is not in excess of assessments paid by such Owner into the construction fund shall not be made payable to any Mortgagee.

(e) Certificate - Notwithstanding the provisions herein, the insurance trustee shall not be required to determine whether or not sums paid by Unit Owners upon assessments shall be deposited by the Association with the insurance trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the assessments paid by Owners. Instead, the insurance trustee may rely upon a certificate of the Association, made by its President and Secretary, as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the name of the payee and the amount to be paid; provided, that when a Mortgagee is herein required to be named as payee, the insurance trustee shall also name the Mortgagee as a payee of any distribution of insurance proceeds to a Unit Owner; and further provided that if the Association or a Mortgagee which is the beneficiary of an insurance policy, the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

XV.
USE AND OCCUPANCY

A. Residential Use Restriction: The Owner of a Townhouse shall occupy and use his Townhouse as a single family private dwelling for himself and the members of his family, his social guests, lessees, licensees and invitees. Notwithstanding the foregoing, nothing in this Declaration shall be construed to restrict Wolf Run, or any successor in interest to Wolf Run, from selling and or conveying any unit under a plat of Interval Ownership, or any person, group of persons, corporation, partnership, or other entity, from selling, reconveying, or any other way, transferring same, at any time under said plan of Interval Ownership.

B. Prohibited Acts: The Unit Owner shall not permit or suffer anything to be done or kept in his Unit which will increase the rate of insurance in the Condominium property, or which will obstruct or interfere with the rights of other Unit Owners, or annoy them by unreasonable noises, or otherwise, nor shall the Unit Owners commit or permit any nuisance, immoral or illegal acts in or about the Townhouse property.

C. Animals or Pets: No animals or pets of any kind shall be kept in any unit or on any property of the townhouse except subject to some Rules and Regulations as may be adopted by the Board of Directors for the keeping of said pets; provided that such house pets causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property subject to these restrictions upon three (3) days written notice from the Management Firm or the Board of Directors of the Association. Once permission is granted, as provided in this paragraph, it may not be withdrawn or terminated unless such house pet has caused or created a nuisance or unreasonable disturbance as provided in this paragraph.

D. Restrictions on Alterations: The Owner of a Unit shall not cause anything to be affixed or attached to, hung, displayed or placed, on the exterior walls, doors or windows of the Townhouse, nor shall they cause any type of ground coverage to be installed nor shall they grow any type of plant, shrubbery, flower, vine or grass outside their Unit, nor shall they cause awnings or storm shutters, screens, enclosures and the like to be affixed or attached to any Units, nor shall they place any furniture or equipment outside their Unit except with the prior written consent of the Board of Directors and further, when approved, subject to the Rules and Regulations adopted by the Board of Directors. No clothes lines or similar device shall be allowed on any portion of the Townhouse property, nor shall clothes be hung anywhere except where designated by the Board of Directors of the Association.

E. Holdover Interval Owners: In the event any Owner of a Unit Week in a Townhouse committed to Interval Ownership fails to vacate his Unit at the expiration of his period of Ownership each year, or at such earlier time as may be fixed by the Rules and Regulations adopted by the Association from time to time, he shall be deemed a "holdover owner". It shall be the responsibility of the Association to take such steps as may be necessary to remove such holdover Owner from the Unit, and to assist the Owner of any subsequent Unit Week, who may be affected by the holdover Owner's failure to vacate, to find alternate accommodations during such holdover period.

In addition to such other remedies as may be available to it, the Association or its designated assignee shall secure, as its expense, alternate accommodations for any Owner who may not occupy his Unit due to the failure to vacate of any holdover Owner. Such accommodations shall be as near in value to the Owner's own Unit as possible. The holdover Owner shall be charged a sum equal to three times the cost of such alternate accommodations, any other costs incurred due to his failure to vacate, and an administrative fee of $50.00 per day during his period of holding over. In the event it is necessary that the Association contract for a period greater than the actual period of holding over, in order to secure alternate accommodations as set forth above, the entire period shall be the responsibility of the holdover Owner, although the $50.00 per day administrative fee shall cease upon actual vacating by the holdover Owner.

The Association shall submit a bill to the holdover Owner in accordance with this paragraph. In the event the holdover Owner fails to pay same within ten (10) days of the date of same, a lien shall be filed against said holdover Owner's Unit Weeks in accordance with the provisions of Article XIV hereof.

The above provisions of Article XVI, E, shall not abridge the Association's right to take such other action as is provided by law including, but not limited to, eviction proceedings.

XVI.

MAINTENANCE AND ALTERATIONS

A. The Board of Directors of the Association may enter into a Contract with any firm, person or Corporation, or may join with other Property Owner Associations and entities in contracting for the maintenance and repair of the Townhouse property and other type properties, and may contract or may join with other Property Owner Associations in contracting for the management of the Townhouse property and other type properties, and may delegate to the Contractor or Manager all the powers and duties of the Association, except such as are specifically required by this Declaration, or by the By-Laws, to have the approval of the Board of Directors or the membership of the Association. The Contractor or Manager may be authorized to determine the budget, recommend assessments for emergency purposes and collect maintenance fee, as provided by the Declaration, By-Laws, and exhibits to the Declaration.

B. Each Owner of a Townhouse not committed to Interval Ownership agrees as follows:

(1) To maintain in good condition and repair his Townhouse and all interior and exterior surfaces within or surroundir

his Townhouse (such as the surfaces of the walls, ceilings, floors, roofs) and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his Townhouse..

(2) Not to make or cause to be made any structural addition, alteration, decoration, repair, replacement or change to any outside or exterior portion of the building whether within a Unit without the prior written consent of the Board of Directors of the Association.

C. Each Owner of Unit Weeks in a Townhouse committed to Interval Ownership agrees:

(1) To pay his proportionate share of the cost of the maintenance and repair of all interior and exterior components of said Townhouse, the cost of maintenance, repair and replacement of all appliances, furniture, carpeting, fixtures, equipment, utensils, and other personal property within said Unit, and such other cost of repair, maintenance, upkeep and operation of the Unit as is necessary to the continued enjoyment of said Unit by all said Owners of Unit Weeks therein.

(2) Not to make, cause, or allow to be made, any repairs, modifications, alterations, or replacements to the outside or exterior portion of the Townhouses, or of the furnishings, appliances, personal property or decor thereof, without the prior written consent of the Board of Directors of the Association, and all other Owners of Unit Weeks therein.

(3) Expenses of repairs or replacements to the Unit or its components, furnishing, carpeting, appliances, or other property, real, personal, or mixed, occasioned by the specific use or abuse of any Owner of Unit Weeks in any Unit, or any licensee or tenant of said Owner, shall be borne in their entirety by said Owner.

(4) The Association, shall determine the interior color scheme, decor and furnishing, of each such Townhouse, as well as the proper time for redecorating and replacements thereof.

D. All Owners of Townhouses, including Owners of Unit Weeks in Townhouse committed to Interval Ownership, agree as follows:

(1) To allow the Board of Directors, or the agents or employees of any Management Firm or the Association, to enter into any Unit for the purpose of maintenance, inspection, repair, replacement of the improvements within the Units, or to determine in case of emergency, circumstances threatening Units, or to determine compliance with the provisions of this Declaration and the By-Laws of the Association.

(2) To show no signs, advertisements or Notices of any type on his Unit, and to erect no exterior antenna or aerials, except as consented to by the Board of Directors of the Association.

E. In the event the Owner of a Townhouse Unit fails to maintain the said Unit as required herein, or makes any alterations or additions without the required written consent, or otherwise violates or threatens to violate the provisions hereof, the Association, shall have the right to proceed in a Court of equity for an injunction to seek compliance with the provisions hereof. In lieu thereof and in addition thereto, the Association shall have the right to levy an assessment against the Owner of a Townhouse Unit, and the Unit, for such necessary sums to remove any unauthorized addition or alteration and to restore the property to good condition and repair. Where said failure, alteration, addition, or other violation is attributable to an Owner of Unit Weeks in a Townhouse Unit committed to Interval Ownership, any such levy of an assessment shall be limited to the Unit Weeks owned by said Owner of Unit Weeks and shall be of no force and effect as to any other Owner of Unit Weeks in said Unit.

Said assessment shall have the same force and effect as all other special assessments. The Association, shall have the further right to have its employees or agents, or any subcontractors appointed by it, enter a Unit at all reasonable times to do such work as is deemed necessary by the Board of Directors of the Association, to enforce compliance with the provisions hereof.

F. The Association, shall determine the exterior color scheme, and interior color scheme of the Townhouses, and shall be responsible for the maintenance thereof, and no Owner shall paint an exterior wall, door, window, or any exterior surface, or replace anything thereon or affixed thereto, without the written consent of the Board of Directors of the Association.

G. Notwithstanding the Unit Owner's duty of maintenance, repair, replacement and the other responsibilities as to his Unit, as is provided in this Declaration and Exhibits attached thereto, the Association, may enter into an Agreement with such firms or companies as it may determine to provide certain services and/or maintenance and service are provided on a regularly scheduled basis for air conditioning maintenance and service and appurtenances thereto, exterminating services and other types of maintenance and services as the Association deems advisable and for such period of time and on such basis as it determines. Said Agreements shall be on behalf of all Unit Owners and the monthly assessment due from each Unit Owner for common expenses shall be increased by such sum as the Association deems fair and equitable under the circumstances in relation to the monthly charge for said maintenance or service. Each Unit Owner shall be deemed a party to said Agreement as if he had executed said Agreement as the Agent for the Unit Owners. The aforesaid Assessment shall be deemed to be an

assessment under the provisions of Article XIV of this Declaration.

XVII.

TERMINATION

It is understood that in the year 2030, the purchasers of Townhouses committed to Interval Ownership shall become tenants in common. The Board of Directors of the Association shall, no less than 30 days, nor more than 60 days prior to the actual date of such conversion to tenancy in common, call a meeting of all Owners of Unit Weeks in Townhouses committed to Interval Ownership. At such meeting, a vote shall be taken to decide the disposition of the Units committed to Interval Ownership. A quorum at such meeting shall be a majority of the total outstanding votes of all Owners of Unit Weeks in Townhouse committed to Interval Ownership. At such meeting the owners, or proxy votes of owners by a majority vote, may vote to continue their intervals, in which case the restrictive covenants set forth below will be adopted as covenants running with the land for a period of ten (10) years. The Board of Directors of the Association shall, no less than 30 days, nor more than 60 days prior to the actual expiration of said ten year period, call a meeting of all Owners of Unit Weeks in Units committed to Interval Ownership. A quorum at such meeting shall be a majority of the total outstanding votes of all Owners of Unit Weeks in Units committed to Interval Ownership. The Owners may then vote to continue the intervals for an additional 10 year period. This process shall be repeated as the end of each successive 10 year period approaches. Should less than a majority of the Owners vote to continue the intervals at any such meeting, then the Board of Directors of the Association shall file suit in a Court of competent jurisdiction in Clearfield County, Pennsylvania, for partition of the Townhouses.

In the event the Owners vote to continue their Unit Weeks as provided above, then each Owner shall have the exclusive right to occupy his Townhouse, (and, in the case of Developer, during all Unit Weeks not theretofore conveyed, and to authorized others so to do, together with the non-exclusive right in common with all other Owners, but only when acting through the Association) to maintain and repair the Units during maintenance weeks. No Owner shall occupy his Unit, or exercise any other rights of Ownership in respect of his Townhouse other than the rights herein provided to him, during any other Unit Weeks unless expressly so authorized by the Owner entitled to occupy the Unit during such Unit Weeks or during any maintenance week except when acting through the Association. Each Owner shall keep his Townhouse and all furnishings in good condition and repair during his Unit Weeks, vacate the Townhouse at the expiration of his Unit Weeks, remove all persons and property therefrom excluding only furnishing, leave the Unit in good and sanitary condition and repair, and otherwise comply with such reasonable checkout and other procedures as may from time to time be contained in rules promulgated by the Association.

No Owner or other person or entity acquiring any right, title or interest in an Townhouse Unit shall seek or obtain through any legal procedures, judicial partition of the Unit or sale of the Unit in lieu of partition at any date prior to the expiration of each successive ten (10) year period voted by a majority of Owners. If, however, any Unit Weeks shall be owned by two or more persons as tenants-in-common or as joint tenants, nothing herein contained shall prohibit a judicial sale of the Unit Weeks in lieu of partition as between such co-tenants or joint tenants.

XVIII.

MANAGEMENT AGREEMENT

A. Wolf Run Manor Association has entered into a Management Agreement. (Exhibit III)

The association has delegated to the management firm the power of the Association, through its Board of Directors, to determine the budget, levy and collect the maintenance fee for common expenses; assess and collect assessment; and monitor the collection of membership fees. Each Townhouse Unit Owner, his heirs, successors and assigns, shall be bound by said Management Agreement for the purposes therein expressed, including, but not limited to:

(1) Adopting, ratifying, confirming and consenting to the execution of said Management Agreement by the Association.

(2) Covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by Unit Owners in the cases provided therefor in said Management Agreement.

(3) Ratifying, confirming and approving each and every provision of said Agreement, and acknowledging that all of the terms and provisions thereof are reasonable.

(4) Agreeing that the persons acting as Directors and Officers of the Association entering into such an Agreement have not breached any of their duties or obligations to the Association.

(5) It is specifically recognized that some or all of the persons comprising the original Board of Directors of the Association, are or may be stockholders, Officers and Directors of the Management Firm, and that such circumstances shall not and cannot be construed or considered as a breach of their duties and obligations to the Association, nor as possible grounds to

invalidate such Management Agreement, in whole or in part.

(6) The acts of the Board of Directors and Officers of the Association in entering into the Management Agreement be and the same are hereby ratified, approved, confirmed and adopted.

XIX.

MISCELLANEOUS PROVISIONS

A. No Owner of a Townhouse may exempt himself from liability for his contribution toward the common expenses or, in the case of an Owner of Unit Weeks in a Townhouse committed to Interval Ownership, the maintenance or membership fee, by waiver of the use and enjoyment of the recreation facilities, or by the abandonment of his Townhouse.

B. The Owners of each and every Townhouse shall return the same for the purpose of ad valorem taxes with the Tax Assessor of the County wherein the Townhouse is situate, or for such other future legally authorized governmental Officer or authority having jurisdiction over same. Nothing herein shall be construed, however, as giving to any Unit Owner the right of contribution or any right of adjustment against any other Unit Owner on account of any deviation by the taxing authorities from the valuation herein prescribed, each Unit Owner to pay ad valorem taxes and special assessments as are separately assessed against his Townhouse.

In the event the Tax Assessor does not break down ad valorem taxes on a townhouse committed to interval ownership among the various owners of Unit Weeks therein, or it is determined by the Association, that it is in the best interests of said owners to do so, the Association, shall return the same and prorate the ad valorem taxes among the various owners of unit weeks in each particular unit, on the same basis as the maintenance fee, collecting said taxes as part of the maintenance fee, and paying same to the Tax Assessor. Should any owner fail to pay his share of the ad valorem taxes through the maintenance fee, the Association, shall have the right and the power to pay same and to levy an assessment against the owner for the unit weeks owned by said owner, which assessment shall have the same force and effects as all other special assessments.

For this purpose of ad valorem taxation, the interest of the Owner of a "Townhouse" his "Townhouse", shall be considered a Unit.

C. All provisions of this Declaration and Exhibits attached hereto, and Amendments, thereof, shall be construed as covenants with the land, and of every part thereof and interest therein, including but not limited to every Unit and the appurtenances thereto, and every Unit Owner and Occupant of the property, or any part thereof, or of any interest therein and his heirs, executors, administrators, successors and assigns, shall be bound by all of the provisions of said Declaration and Exhibits hereto and any Amendments thereof.

D. If any of the provisions of this Declaration or of the By-Laws, or any section, clause, phrase, word, or the application thereof, in any circumstance, is held invalid the validity of the remainder of this Declaration, the By-Laws, and of the application thereof, of any such provision, action, sentence, clause, phrase or word, in other circumstances, shall not be affected thereby.

E. Whenever Notices are required to be sent hereunder, the same may be delivered to Unit Owners either personally or by mail, addressed to such Unit Owners at their place or residence on file with the Association from time to time. Proof of such mailing or personal delivery by the Association or any Management Firm shall be given by the Affidavit of the person mailing or personally delivering said Notices. Notices to the Association shall be delivered by mail to the Secretary of the Association, or the President of the Association, or to any member of the Board of Directors of the Association. The change of the mailing address of any party as specified herein shall not require an Amendment to this Declaration.

Notices to Wolf Run shall be delivered by mail at: P.O. Box 687, DuBois, Pennsylvania 15801.

All Notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written Notice, duly receipted for. Notices required to be given the personal representatives of a deceased Owner or devisee, when there is not personal representative, may be delivered either personally or by mail to such party at his or its address appearing in the records of the court wherein the Estate of such deceased Owner is being administered. The change of the mailing address of any party, as specified herein shall not require an Amendment to the Declaration.

F. Each Unit Owner and the Association shall be governed by and shall comply with this Declaration and the By-Laws attached hereto, as they may exist from time to time. Failure to do so shall entitle the Association or any Unit Owner to recover sums due for damages or injunctive relief or both. Such actions may be maintained by or against a Unit Owner or the Association in a proper case by or against one or more Unit Owners, and the prevailing party shall be entitled to receive reasonable attorney's fees. Such relief shall not be exclusive of other remedies provided by law.

G. Subsequent to the filing of this Declaration, the Wolf Run Manor Association, when authorized by a vote of the majority of the total vote of the members of the Association, and approved by the Owners and holders of Institutional First Mortgages encumbering the Townhouses who represent a majority of the dollar institutionally mortgaged indebtedness against this Townhouse may, together with other Associations and others, purchase and/or acquire and enter into Agreements, from time to time, whereby it acquires leaseholds, memberships, and other possessory of use interests in lands or facilities, whether or not contiguous to the lands of the Townhouse intended to provide for the enjoyment, recreation and other use of benefit of the Unit Owners. The expense of Ownership, rental membership fees, operations, replacements and other undertakings in connection therewith shall be common expenses, together with all other expenses and cost herein or by law defined as common expenses.

H. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and plural shall include the singular. The provisions of the Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Townhouse Interval Ownership.

I. The captions used in this Declaration and Exhibits annexed hereto are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of any of the text of this Declaration or Exhibits hereto annexed.

J. Where an Institutional First Mortgage, by some circumstances, fails to be a First Mortgage, but it is evident that it is intended to be a First Mortgage, it shall, nevertheless, for the purpose of this Declaration and Exhibits annexed, be deemed to be an Institutional First Mortgage.

K. Wolf Run specifically disclaims any intent to have made any warranty or representation in connection with the property or the Townhouse documents, except as specifically set forth therein, and no person shall rely upon any warranty or representation not so specifically made therein unless otherwise stated. Maintenance fees, common expenses, taxes or other charges are estimated only, and no warranty, guaranty or representation is made or intended, nor may one be relied upon.

L. Wolf Run Manor Corporation by its execution of this Declaration of the Interval Ownership approves the foregoing and all of the covenants, terms and conditions, duties and obligations of this Declaration of Interval Ownership and Exhibits attached thereto. The Townhouse Unit Owners, by virtue of their acceptance of the Deed of Conveyance as to their Townhouse Unit, and other parties by virtue of their occupancy of Units hereby approve the foregoing and all of the terms and conditions, duties and obligations of this declaration of Interval Ownership and Exhibits attached thereto.

M. The Interval Conveyance consists of an estate for years, together with a remainder over as tenants in common with all other purchasers of Unit Weeks, in each such Townhouse Unit as set forth in the Deed of Conveyance. No Owner of Unit Weeks in a Unit committed to Interval Ownership shall have the right to separate the estate for years from the remainder interest.

N. The real property submitted to Townhouse Interval Ownership herewith is subject to conditions, limitations, restrictions, reservations, all matter of record, taxes, applicable zoning ordinances now existing or which may hereafter exist, easements for ingress and egress for pedestrian and vehicular purposes, easements for utility service and drainage now existing or hereafter granted by Wolf Run for the benefit of such persons as Wolf Run designated, and the said Wolf Run shall have the right to grant such easements and designate the beneficiaries thereof for such time as it determines in its sole discretion, and thereafter, the Association shall be empowered to grant such easements on behalf of its members. During the period of time that Wolf Run has the right to grant the foregoing easements, said easements shall not structurally weaken the buildings and improvements nor unreasonably interfere with the enjoyment of the Townhouse of the Association's members.

O. In order to insure the Townhouse Complex with adequate and uniform water service Wolf Run shall and hereby reserves the exclusive right to contract for the servicing of said Townhouse and the Unit Owners therein with said services. Pursuant to the foregoing, Wolf Run has, will or may contract with a utility company which may include a municipal or governmental agency or authority for the furnishing of said services and the Association and Unit Owners agree to pay the charges therefor pursuant to and to comply with all of the terms and conditions of said utility Agreement.

P. Leasing or renting of a Townhouse Unit or Unit Weeks within a Townhouse committed to Interval Ownership may be available through Wolf Run Manor Association.

Q. An Interval Owner shall have access to the amenities controlled by Treasure Lake Property Owners Association and Recreation Land provided said Interval Owner is current in his maintenance fees to Wolf Run Manor Association as provided in Article XIII. An Interval Owner is automatically a member of Treasure Lake Property Owners Association and this is subject to the rules, regulations and By-Laws of said Property Owners Association.

IN WITNESS WHEREOF, WOLF RUN MANOR COPORATION has executed this instrument on this the 18th day of SEPTEMBER, 1981.

WOLF RUN MANOR CORPORATION

BY _____

LAWRENCE E. STEELMAN (PRESIDENT)

STATE OF MISSISSIPPI
COUNTY OF JACKSON

Personally appeared before me, the undersigned authority, a Notary Public, in and for said State and County, LAWRENCE E. STEELMAN, who upon oath, acknowledged himself to be PRESIDENT of Wolf Run Manor Corporation, (Clearfield County, Pennsylvania), a corporation, the within named bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within and foregoing instrument for the purposes therein contained by signing the name of the corporation by himself, is President, he being authorized to do so as President of said Corporation.

WITNESS my hand and official seal of office on this the 18th day of SEPTEMBER, 1981.

_____
Notary Public

My commission expires: 2/13/85

WOLF RUN MANOR
Building Types Schedule

Section 1
Building
11 A - 2 Bdrm. Up
B - 2 Bdrm. Up
C - 2 Bdrm. Up

12 A - 1 Bdrm.
B - 2 Bdrm. Up
C - 2 Bdrm. Up
D - 2 Bdrm. Up

13 A - 2 Bdrm. Down
B - 2 Bdrm. Down
C - 2 Bdrm. Down
D - 2 Bdrm. Down

14 A - 1 Bdrm.
B - 2 Bdrm. Up
C - 2 Bdrm. Up
D - 2 Bdrm. Up

15 A - 2 Bdrm. Down
B - 2 Bdrm. Down

16 A - 2 Bdrm. Down
B - 2 Bdrm. Down
C - 2 Bdrm. Down
D - 2 Bdrm. Down

17 A - 2 Bdrm. Up
B - 2 Bdrm. Up
C - 2 Bdrm. Up
D - 2 Bdrm. Up

18 A - 2 Bdrm. Up
B - 2 Bdrm. Up

19 A - 2 Bdrm. Down
B - 2 Bdrm. Down
C - 2 Bdrm. Down
D - 2 Bdrm. Down

Section 2
Building
21 A - 2 Bdrm. Up
B - 2 Bdrm. Up

22 A - Tri-level
B - Tri-level

23 A - 2 Bdrm. Down
B - 2 Bdrm. Down
C - 2 Bdrm. Down
D - 2 Bdrm. Down

24 A - Tri-level
B - Tri-level
C - Tri-level
D - Tri-level

25 A - 2 Bdrm. Up
B - 2 Bdrm. Up
C - Tri-level
D - Tri-level

26 A - 2 Bdrm. Up
B - 2 Bdrm. Up
C - 2 Bdrm. Up
D - 2 Bdrm. Up

27 A - Tri-level
B - Tri-level
C - 2 Bdrm. Down
D - 2 Bdrm. Down

28 A - 2 Bdrm. Down
B - 2 Bdrm. Down

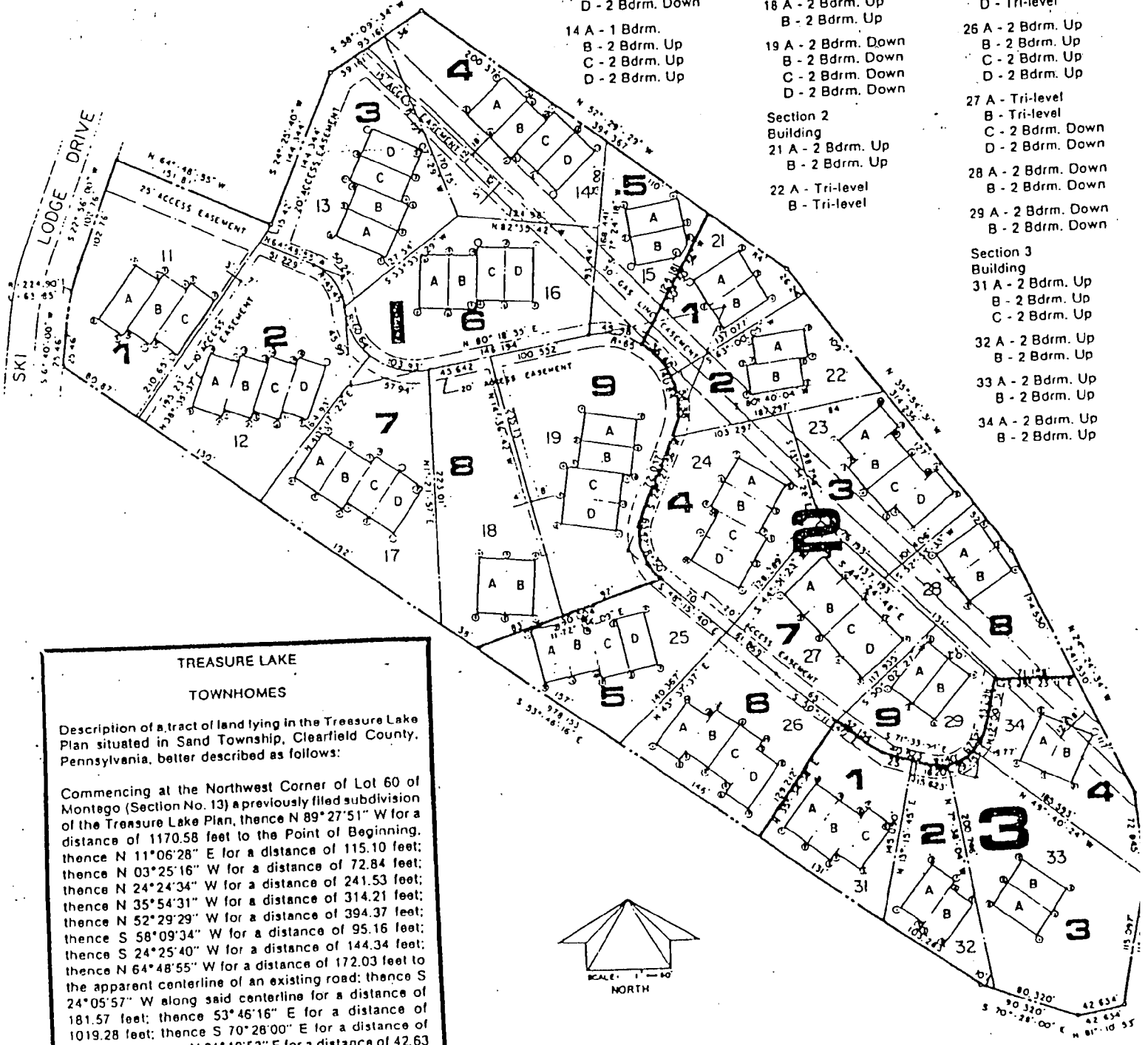
29 A - 2 Bdrm. Down
B - 2 Bdrm. Down

Section 3
Building
31 A - 2 Bdrm. Up
B - 2 Bdrm. Up
C - 2 Bdrm. Up

32 A - 2 Bdrm. Up
B - 2 Bdrm. Up

33 A - 2 Bdrm. Up
B - 2 Bdrm. Up

34 A - 2 Bdrm. Up
B - 2 Bdrm. Up



TREASURE LAKE

TOWNHOMES

Description of a tract of land lying in the Treasure Lake Plan situated in Sand Township, Clearfield County, Pennsylvania, better described as follows:

Commencing at the Northwest Corner of Lot 60 of Montego (Section No. 13) a previously filed subdivision of the Treasure Lake Plan, thence N 89°27'51" W for a distance of 1170.58 feet to the Point of Beginning, thence N 11°06'28" E for a distance of 115.10 feet; thence N 03°25'16" W for a distance of 72.84 feet; thence N 24°24'34" W for a distance of 241.53 feet; thence N 35°54'31" W for a distance of 314.21 feet; thence N 52°29'29" W for a distance of 394.37 feet; thence S 58°09'34" W for a distance of 95.16 feet; thence S 24°25'40" W for a distance of 144.34 feet; thence N 64°48'55" W for a distance of 172.03 feet to the apparent centerline of an existing road; thence S 24°05'57" W along said centerline for a distance of 181.57 feet; thence 53°46'16" E for a distance of 1019.28 feet; thence S 70°28'00" E for a distance of 90.32 feet; thence N 81°10'53" E for a distance of 42.63 feet to the Point of Beginning. Above described parcel contains 8.98 acres.

WOLF RUN MANOR TOWNHOMES TREASURE LAKE

Exhibit I

WOLF RUN MANOR
Section 1

BLOCK 1

	N	E
1	10753.247	7861.069
2	10790.242	7890.594
3	10815.629	7871.315
4	10799.376	7866.325
5	10815.179	7846.525
6	10808.926	7841.534
7	10824.314	7822.255
8	10787.319	7792.729
9	10771.932	7812.008
10	10778.184	7816.998
11	10762.382	7836.798
12	10768.634	7841.789

BLOCK 2

	N	E
1	10732.748	7994.167
2	10689.813	7974.243
3	10700.196	7951.868
4	10692.939	7948.500
5	10703.392	7925.975
6	10696.136	7922.607
7	10706.589	7900.081
8	10697.518	7895.872
9	10709.585	7869.869
10	10754.334	7890.635
11	10742.267	7916.638
12	10749.524	7920.006
13	10739.071	7942.531
14	10746.328	7945.899
15	10735.874	7968.425
16	10743.131	7971.792

BLOCK 3

	N	E
1	10942.392	8053.425
2	10922.291	8096.278
3	10899.956	8085.801
4	10877.476	8075.257
5	10874.079	8082.499
6	10851.599	8071.955
7	10829.264	8061.478
8	10849.365	8018.625
9	10871.700	8029.102
10	10894.180	8039.646
11	10897.577	8032.404
12	10920.057	8042.948

BLOCK 4

	N	E
1	10876.067	8215.683
2	10893.729	8198.464
3	10911.511	8181.129
4	10905.926	8175.401
5	10923.708	8158.066
6	10944.235	8138.054
7	10978.672	8173.379
8	10958.145	8193.390
9	10956.749	8191.958
10	10938.968	8209.293
11	10944.552	8215.021
12	10926.771	8232.356
13	10909.108	8249.575

BLOCK 5

	N	E
1	10816.934	8276.131
2	10841.198	8271.690
3	10865.462	8267.250
4	10873.983	8313.809
5	10849.719	8318.250
6	10830.373	8321.790
7	10824.555	8317.772

BLOCK 6

	N	E
1	10831.228	8188.420
2	10783.960	8185.943
3	10785.251	8161.310
4	10786.551	8136.511
5	10788.562	8136.092
6	10779.861	8111.293
7	10781.152	8086.660
8	10828.421	8089.137
9	10827.130	8113.771
10	10825.830	8138.570
11	10833.819	8138.988
12	10832.519	8163.789

BLOCK 7

	N	E
1	10588.749	8042.593
2	10603.336	8022.700
3	10618.021	8002.675
4	10611.569	7997.944
5	10626.254	7977.918
6	10640.840	7958.026
7	10679.011	7986.016
8	10664.424	8005.908
9	10649.740	8025.934
10	10656.191	8030.664
11	10641.506	8050.690
12	10626.920	8070.582

BLOCK 8

	N	E
1	10513.397	8166.700
2	10515.434	8142.117
3	10517.472	8117.535
4	10564.643	8121.444
5	10562.606	8146.026
6	10560.569	8170.609

BLOCK 9

	N	E
1	10583.800	8245.500
2	10592.301	8198.936
3	10616.568	8203.366
4	10640.996	8207.825
5	10639.559	8215.696
6	10663.988	8220.156
7	10688.255	8224.586
8	10679.755	8271.150
9	10655.489	8266.720
10	10631.059	8262.261
11	10632.496	8254.390
12	10608.067	8249.930

Exhibit I
(Amendment 2)

WOLF RUN MANOR
Section 2

BLOCK 1

	N	E
1	10799.926	8323.185
2	10778.432	8335.289
3	10756.939	8347.392
4	10780.163	8388.635
5	10801.657	8376.532
6	10823.150	8364.429

BLOCK 2

	N	E
1	10742.953	8377.118
2	10718.917	8382.660
3	10717.120	8374.864
4	10693.083	8380.406
5	10703.717	8426.529
6	10727.754	8420.987
7	10729.551	8428.783
8	10753.587	8423.241

BLOCK 3

	N	E
1	10655.623	8446.191
2	10635.918	8461.029
3	10631.106	8454.638
4	10611.268	8469.576
5	10591.430	8484.513
6	10596.242	8490.904
7	10576.537	8505.742
8	10605.009	8543.554
9	10624.714	8528.716
10	10619.902	8522.326
11	10639.740	8507.388
12	10659.578	8492.450
13	10664.390	8498.841
14	10684.095	8484.003

BLOCK 4

	N	E
1	10532.733	8349.246
2	10553.264	8362.919
3	10573.932	8376.685
4	10578.367	8370.027
5	10599.035	8383.792
6	10619.565	8397.466
7	10645.804	8358.071
8	10625.273	8344.397
9	10604.605	8330.631
10	10600.170	8337.290
11	10579.502	8323.524
12	10558.971	8309.851

BLOCK 5

	N	E
1	10495.941	8161.092
2	10502.531	8184.862
3	10509.165	8208.793
4	10501.456	8210.930
5	10508.090	8234.861
6	10514.680	8258.631
7	10469.068	8271.276
8	10462.478	8247.506
9	10455.844	8223.575
10	10463.553	8221.438
11	10456.919	8197.508
12	10450.329	8173.737

BLOCK 6

	N	E
1	10392.208	8271.218
2	10376.879	8290.543
3	10383.147	8295.515
4	10367.715	8314.971
5	10352.283	8334.427
6	10346.015	8329.455
7	10330.686	8348.781
8	10367.770	8378.195
9	10383.099	8358.869
10	10389.367	8363.841
11	10404.799	8344.385
12	10420.231	8324.929
13	10413.963	8319.958
14	10429.292	8300.632

BLOCK 7

	N	E
1	10522.710	8391.271
2	10503.851	8407.171
3	10484.865	8423.177
4	10465.879	8439.184
5	10447.020	8455.083
6	10477.529	8491.271
7	10496.388	8475.372
8	10515.374	8459.365
9	10534.360	8443.359
10	10553.219	8427.459

BLOCK 8

	N	E
1	10549.678	8524.967
2	10529.170	8538.674
3	10508.662	8552.382
4	10534.964	8591.734
5	10555.472	8578.027
6	10575.980	8564.320

BLOCK 9

	N	E
1	10439.693	8478.911
2	10422.800	8496.885
3	10405.906	8514.860
4	10440.397	8547.276
5	10457.290	8529.302
6	10474.184	8511.327

Exhibit I
(Amendment 2)

WOLF RUN MANOR
Section 3

BLOCK 1

	N	E
1	10315.952	8379.538
2	10300.417	8398.699
3	10284.777	8417.988
4	10290.991	8423.026
5	10275.456	8442.187
6	10312.223	8471.997
7	10327.758	8452.836
8	10321.544	8447.798
9	10337.183	8428.508
10	10352.718	8409.348

BLOCK 2

	N	E
1	10240.221	8477.272
2	10225.551	8497.102
3	10219.120	8492.344
4	10204.449	8512.175
5	10242.501	8540.325
6	10257.172	8520.495
7	10263.603	8525.252
8	10278.273	8505.422

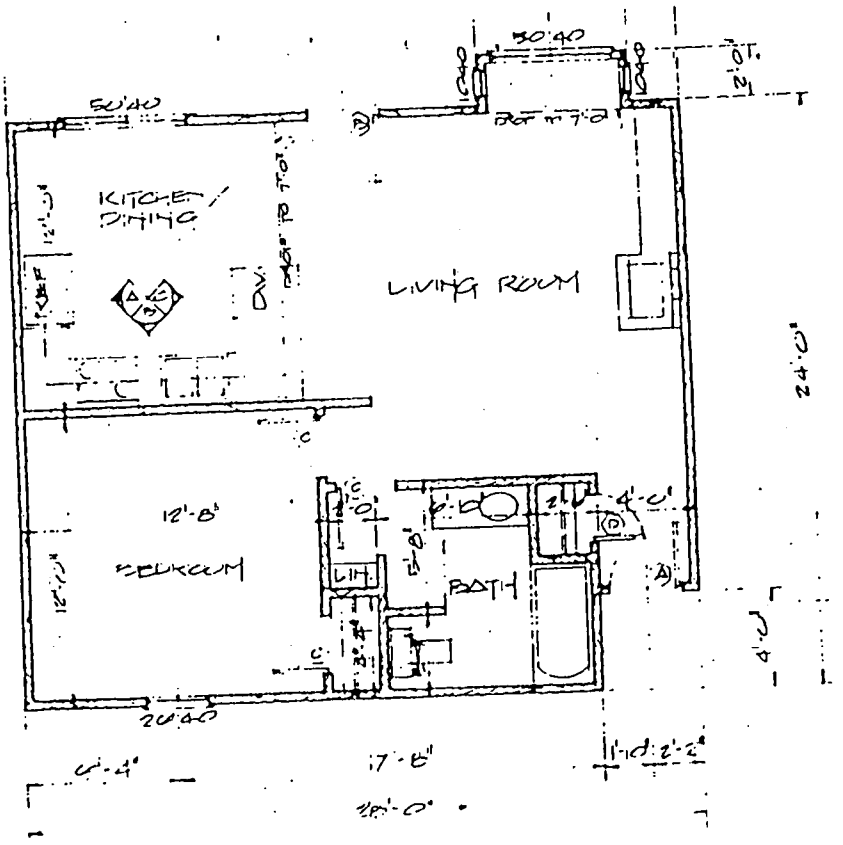
BLOCK 3

	N	E
1	10210.911	8594.122
2	10230.226	8609.464
3	10249.541	8624.806
4	10278.981	8587.743
5	10259.666	8572.401
6	10240.350	8557.058

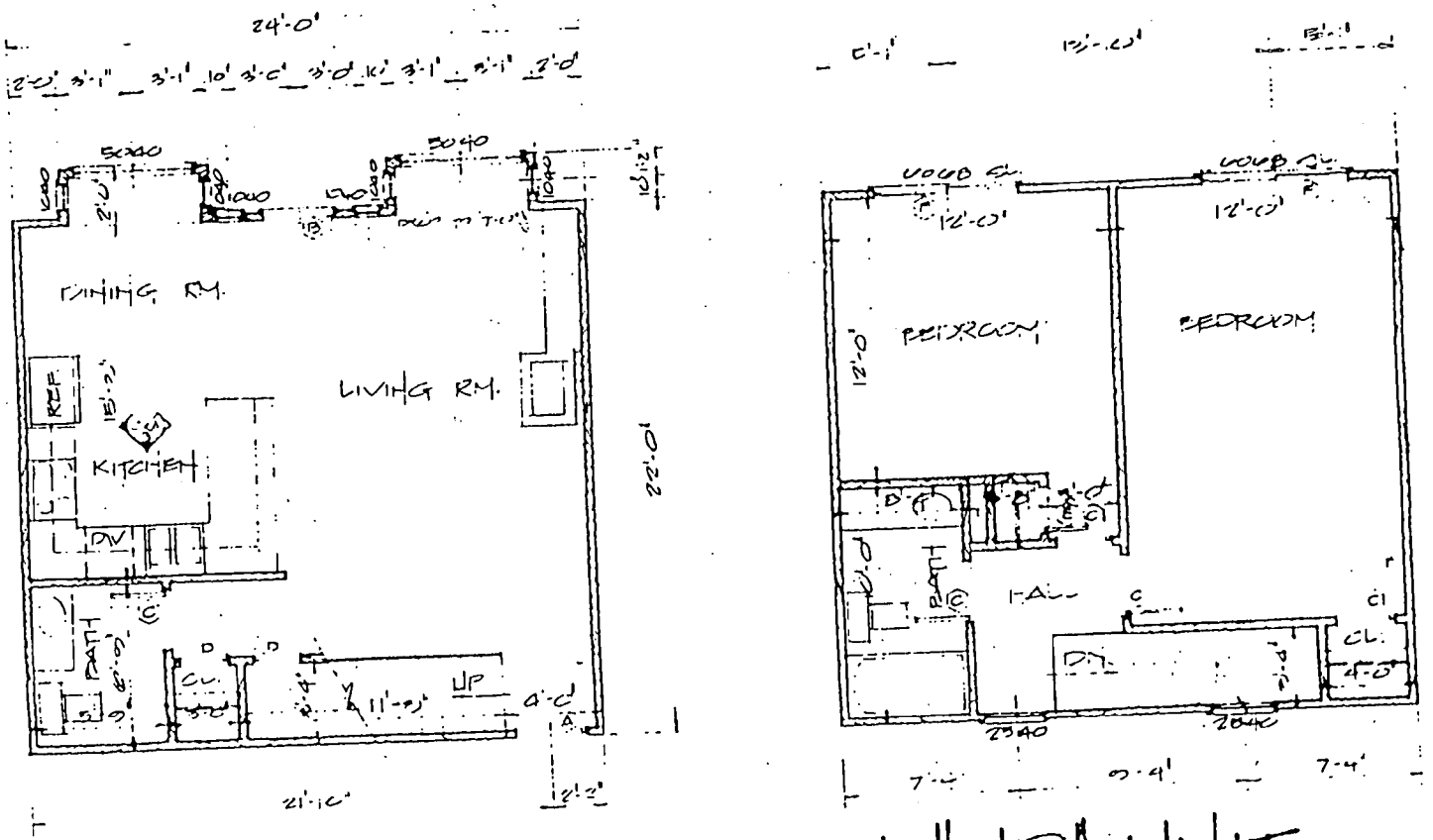
BLOCK 4

	N	E
1	10383.962	8657.260
2	10396.168	8635.824
3	10408.373	8614.388
4	10367.240	8590.968
5	10355.035	8612.404
6	10342.830	8633.839

Exhibit I
(Amendment 2)



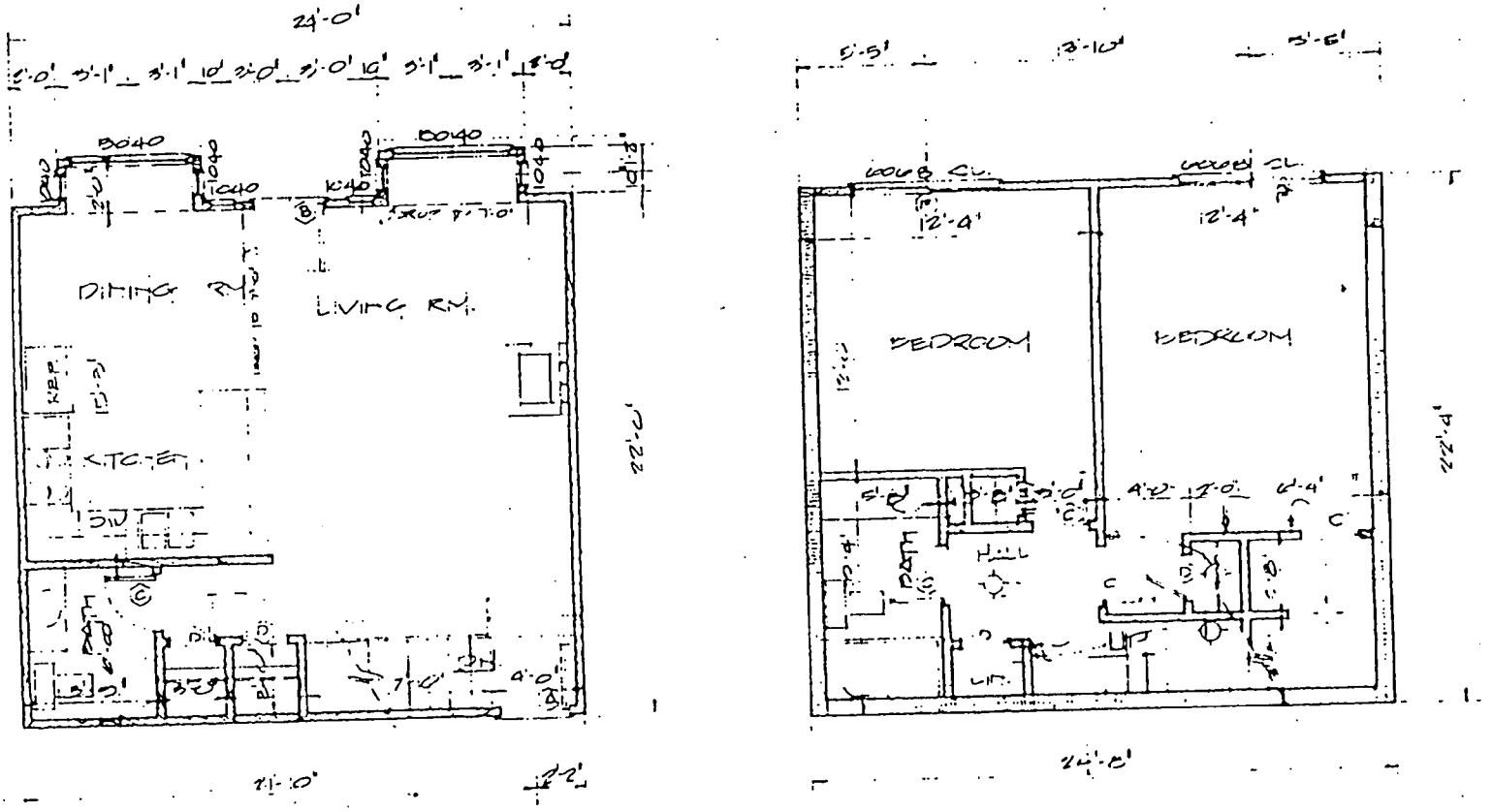
ONE BEDROOM UNIT



TWO BEDROOM "UP" UNIT

Exhibit I

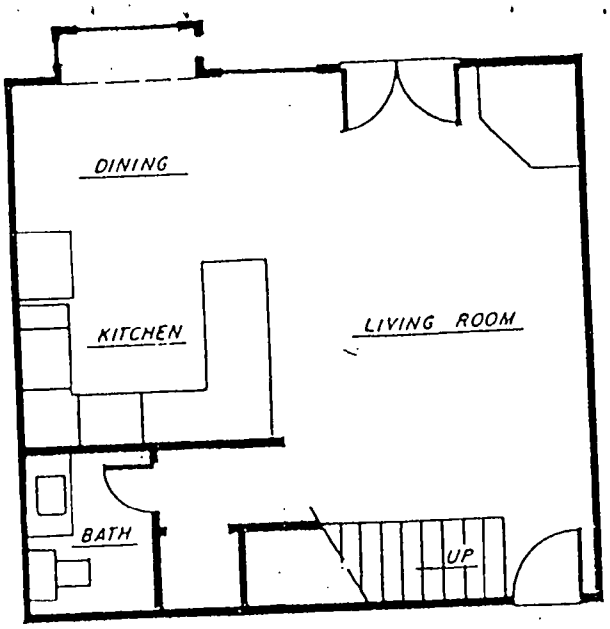
Buildings 1 thru 19 only.

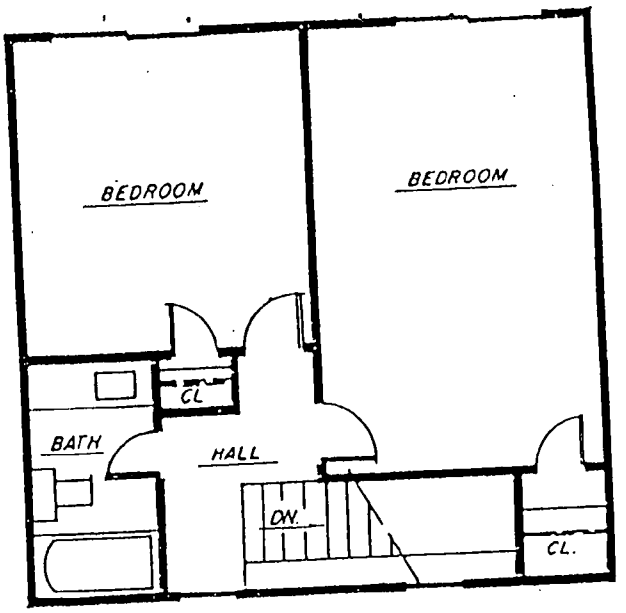


TWO BEDROOM "DOWN" UNIT

Buildings 1 thru 19 only.

Exhibit I
(Amendment 2)

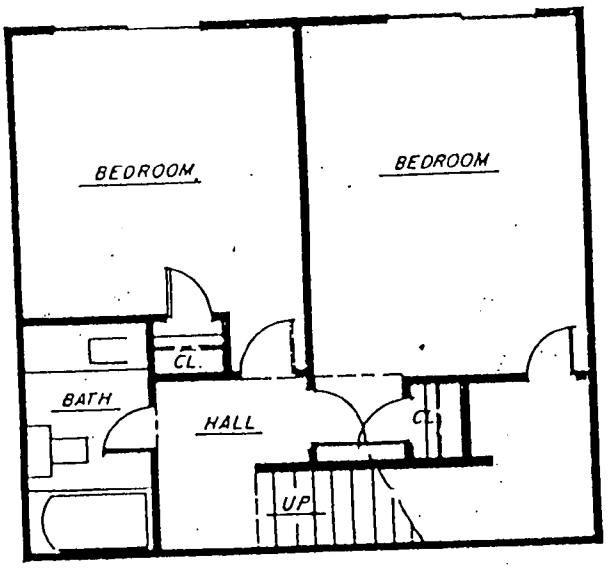


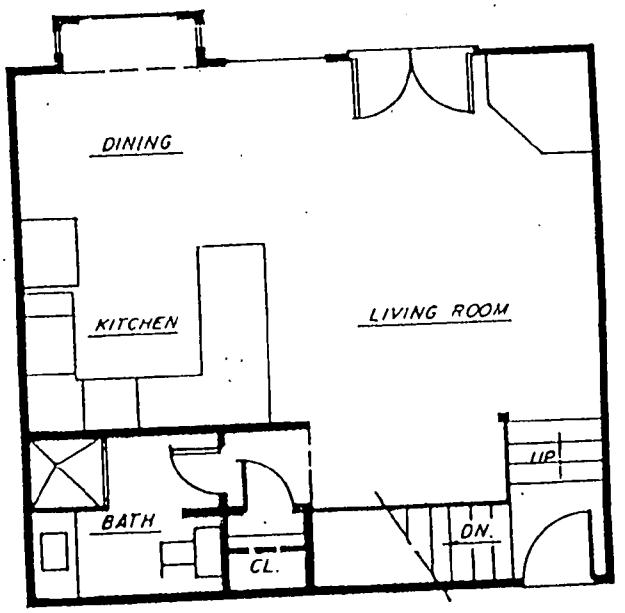


LOWER LEVEL

UPPER LEVEL

TWO BEDROOM "UP"





UPPER LEVEL

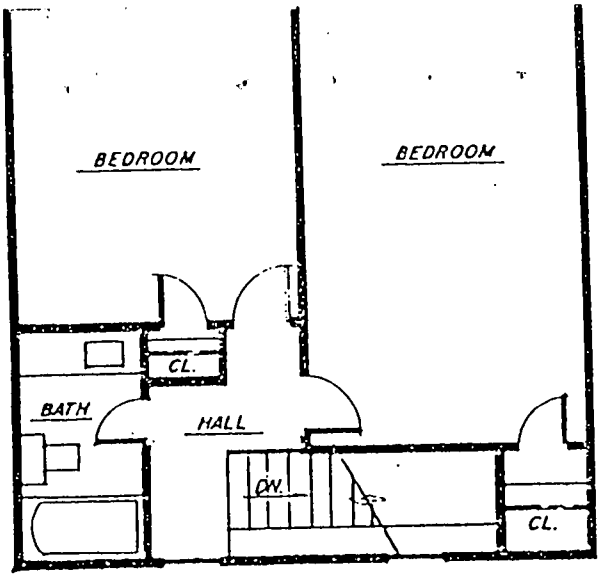
LOWER LEVEL

TWO BEDROOM "DOWN"

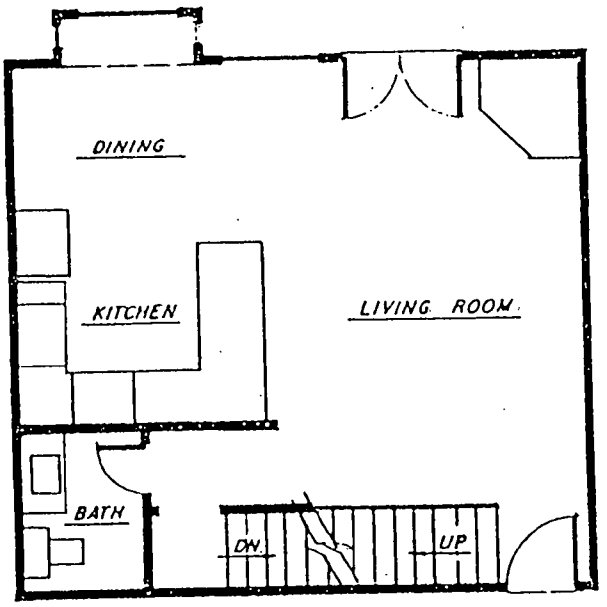
SPLIT FOYER

U.A.C. 015
SCALE

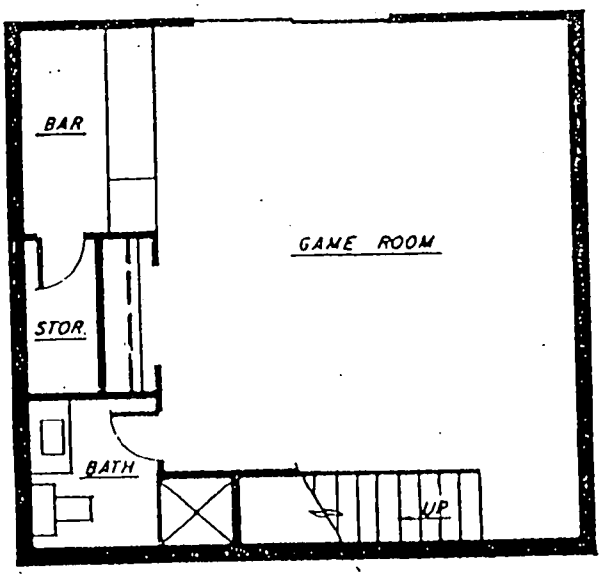
Exhibit I
(Amendment 2)



UPPER LEVEL



MIDDLE LEVEL



LOWER LEVEL

Exhibit I
(Amendment 2)

WOLF RUN MANOR INTERVAL OWNERSHIP CALENDAR FOR 50 YEARS

Interval ownership will start with the first Friday of each calendar year. The second unit week will start on the second Friday of each year, and each unit week thereafter will start the same numbered Friday thereafter. The date shown below is the date in which that unit week starts at 5:00 P.M. and will end at 10:00 A.M. on the date the next unit week begins.

		1982	1983	1984	1985	1986	1987	1988	1989	1990	1991
1	January	1	7	6	4	3	2	1	6	5	4
2		8	14	13	11	10	9	8	13	12	11
3		15	21	20	18	17	16	15	20	19	18
4		22	28	27	25	24	23	22	27	26	25
5	February	29	4	3	1	31	30	29	3	2	1
6		5	11	10	8	7	6	5	10	9	8
7		12	18	17	15	14	13	12	17	16	15
8		19	25	24	22	21	20	19	24	23	22
9	March	26	4	2	1	28	27	26	3	2	1
10		5	11	9	8	7	6	4	10	9	8
11		12	18	16	15	14	13	11	17	16	15
12		19	25	23	22	21	20	18	24	23	22
13		26	1	30	29	28	27	25	31	30	29
14	April	2	8	6	5	4	3	1	7	6	5
15		9	15	13	12	11	10	8	14	13	12
16		16	22	20	19	18	17	15	21	20	19
17		23	29	27	26	25	24	22	28	27	26
18	May	30	6	4	3	2	1	29	5	4	3
19		7	13	11	10	9	8	6	12	11	10
20		14	20	18	17	16	15	13	19	18	17
21		21	27	25	24	23	22	20	26	25	24
22	June	28	3	1	31	30	29	27	2	1	31
23		4	10	8	7	6	5	3	9	8	7
24		11	17	15	14	13	12	10	16	15	14
25		18	24	22	21	20	19	17	23	22	21
26		25	1	29	28	27	26	24	30	29	28
27	July	2	8	6	5	4	3	1	7	6	5
28		9	15	13	12	11	10	8	14	13	12
29		16	22	20	19	18	17	15	21	20	19
30		23	29	27	26	25	24	22	28	27	26
31	August	30	5	3	2	1	31	29	4	3	2
32		6	12	10	9	8	7	5	11	10	9
33		13	19	17	16	15	14	12	18	17	16
34		20	26	24	23	22	21	19	25	24	23
35		27	2	31	30	29	28	26	1	31	30
36	September	3	9	7	6	5	4	2	8	7	6
37		10	16	14	13	12	11	9	15	14	13
38		17	23	21	20	19	18	16	22	21	20
39		24	30	28	27	26	25	23	29	28	27
40	October	1	7	5	4	3	2	30	6	5	4
41		8	14	12	11	10	9	7	13	12	11
42		15	21	19	18	17	16	14	20	19	18
43		22	28	26	25	24	23	21	27	26	25
44	November	29	4	2	1	31	30	28	3	2	1
45		5	11	9	8	7	6	4	10	9	8
46		12	18	16	15	14	13	11	17	16	15
47		19	25	23	22	21	20	18	24	23	22
48		26	2	30	29	28	27	25	1	30	29
49	December	3	9	7	6	5	4	2	8	7	6
50		10	16	14	13	12	11	9	15	14	13
51		17	23	21	20	19	18	16	22	21	20
52		24	30	28	27	26	25	23	29	28	27
53		31						30			

EXHIBIT II.

WOLF RUN MANOR INTERVAL OWNERSHIP CALENDAR FOR 50 YEARS

		1992	1993	1994	1995	1996	1997	1998	1999	2000	2001
1	January	3	1	7	6	5	3	2	1	7	5
2		10	8	14	13	12	10	9	8	14	12
3		17	15	21	20	19	17	16	15	21	19
4		24	22	28	27	26	24	23	22	28	26
5	February	31	29	4	3	2	31	30	29	4	2
6		7	5	11	10	9	7	6	5	11	9
7		14	12	18	17	16	14	13	12	18	16
8		21	19	25	24	23	21	20	19	25	23
9	March	28	26	4	3	1	28	27	26	3	2
10		6	5	11	10	8	7	6	5	10	9
11		13	12	18	17	15	14	13	12	17	16
12		20	19	25	24	22	21	20	19	24	23
13		27	26	1	31	29	28	27	26	31	30
14	April	3	2	8	7	5	4	3	2	7	6
15		10	9	15	14	12	11	10	9	14	13
16		17	16	22	21	19	18	17	16	21	20
17		24	23	29	28	26	25	24	23	28	27
18	May	1	30	6	5	3	2	1	30	5	4
19		8	7	13	12	10	9	8	7	12	11
20		15	14	20	19	17	16	15	14	19	18
21		22	21	27	26	24	23	22	21	26	25
22	June	29	28	3	2	31	30	29	28	2	1
23		5	4	10	9	7	6	5	4	9	8
24		12	11	17	16	14	13	12	11	16	15
25		19	18	24	23	21	20	19	18	23	22
26		26	25	1	30	28	27	26	25	30	29
27	July	3	2	8	7	5	4	3	2	7	6
28		10	9	15	14	12	11	10	9	14	13
29		17	16	22	21	19	18	17	16	21	20
30		24	23	29	28	26	25	24	23	28	27
31	August	31	30	5	4	2	1	31	30	4	3
32		7	6	12	11	9	8	7	6	11	10
33		14	13	19	18	16	15	14	13	18	17
34		21	20	26	25	23	22	21	20	25	24
35		28	27	2	1	30	29	28	27	1	31
36	September	4	3	9	8	6	5	4	3	8	7
37		11	10	16	15	13	12	11	10	15	14
38		18	17	23	22	20	19	18	17	22	21
39		25	24	30	29	27	26	25	24	29	28
40	October	2	1	7	6	4	3	2	1	6	5
41		9	8	14	13	11	10	9	8	13	12
42		16	15	21	20	18	17	16	15	20	19
43		23	22	28	27	25	24	23	22	27	26
44	November	30	29	4	3	1	31	30	29	3	2
45		6	5	11	10	8	7	6	5	10	9
46		13	12	18	17	15	14	13	12	17	16
47		20	19	25	24	22	21	20	19	24	23
48		27	26	2	1	29	28	27	26	1	30
49	December	4	3	9	8	6	5	4	3	8	7
50		11	10	16	15	13	12	11	10	15	14
51		18	17	23	22	20	19	18	17	22	21
52		25	24	30	29	27	26	25	24	29	28
53			31						31		

EXHIBIT II.

WOLF RUN MANOR INTERVAL OWNERSHIP CALENDER FOR 50 YEARS

		2002	2003	2004	2005	2006	2007	2008	2009	2010	2011
1	January	4	3	2	7	6	5	4	2	1	7
2		11	10	9	14	13	12	11	9	8	14
3		18	17	16	21	20	19	18	16	15	21
4		25	24	23	28	27	26	25	23	22	28
5	February	1	31	30	4	3	2	1	30	29	4
6		8	7	6	11	10	9	8	6	5	11
7		15	14	13	18	17	16	15	13	12	18
8		22	21	20	25	24	23	22	20	19	25
9	March	1	28	27	4	3	2	29	27	26	4
10		8	7	5	11	10	9	7	6	5	11
11		15	14	12	18	17	16	14	13	12	18
12		22	21	19	25	24	23	21	20	19	25
13		29	28	26	1	31	30	28	27	26	1
14	April	5	4	2	8	7	6	4	3	2	8
15		12	11	9	15	14	13	11	10	9	15
16		19	18	16	22	21	20	18	17	16	22
17		26	25	23	29	28	27	25	24	23	29
18	May	3	2	30	6	5	4	2	1	30	6
19		10	9	7	13	12	11	9	8	7	13
20		17	16	14	20	19	18	16	15	14	20
21		24	23	21	27	26	25	23	22	21	27
22	June	31	30	28	3	2	1	30	29	28	3
23		7	6	4	10	9	8	6	5	4	10
24		14	13	11	17	16	15	13	12	11	17
25		21	20	18	24	23	22	20	19	18	24
26		28	27	25	1	30	29	27	26	25	1
27	July	5	4	2	8	7	6	4	3	2	8
28		12	11	9	15	14	13	11	10	9	15
29		19	18	16	22	21	20	18	17	16	22
30		26	25	23	29	28	27	25	24	23	29
31	August	2	1	30	5	4	3	1	31	30	5
32		9	8	6	12	11	10	8	7	6	12
33		16	15	13	19	18	17	15	14	13	19
34		23	22	20	26	25	24	22	21	20	26
35		30	29	27	2	1	31	29	28	27	2
36	September	6	5	3	9	8	7	5	4	3	9
37		13	12	10	16	15	14	12	11	10	16
38		20	19	17	23	22	21	19	18	17	23
39		27	26	24	30	29	28	26	25	24	30
40	October	4	3	1	7	6	5	3	2	1	7
41		11	10	8	14	13	12	10	9	8	14
42		18	17	15	21	20	19	17	16	15	21
43		25	24	22	28	27	26	24	23	22	28
44	November	1	31	29	4	3	2	31	30	29	4
45		8	7	5	11	10	9	7	6	5	11
46		15	14	12	18	17	16	14	13	12	18
47		22	21	19	25	24	23	21	20	19	25
48		29	28	26	2	1	30	28	27	26	2
49	December	6	5	3	9	8	7	5	4	3	9
50		13	12	10	16	15	14	12	11	10	16
51		20	19	17	23	22	21	19	18	17	23
52		27	26	24	30	29	28	26	25	24	30
53				31						31	

EXHIBIT II.

WOLF RUN MANOR INTERVAL OWNERSHIP CALENDAR FOR 50 YEARS

		2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
1	January	6	4	3	2	1	6	5	4	3	1
2		13	11	10	9	8	13	12	11	10	8
3		20	18	17	16	15	20	19	18	17	15
4		27	25	24	23	22	27	26	25	24	22
5	February	3	1	31	30	29	3	2	1	31	29
6		10	8	7	6	5	10	9	8	7	5
7		17	15	14	13	12	17	16	15	14	12
8		24	22	21	20	19	24	23	22	21	19
9	March	2	1	28	27	26	3	2	1	28	26
10		9	8	7	6	4	10	9	8	6	5
11		16	15	14	13	11	17	16	15	13	12
12		23	22	21	20	18	24	23	22	20	19
13		30	29	28	27	25	31	30	29	27	26
14	April	6	5	4	3	1	7	6	5	3	2
15		13	12	11	10	8	14	13	12	10	9
16		20	19	18	17	15	21	20	19	17	16
17		27	26	25	24	22	28	27	26	24	23
18	May	4	3	2	1	29	5	4	3	1	30
19		11	10	9	8	6	12	11	10	8	7
20		18	17	16	15	13	19	18	17	15	14
21		25	24	23	22	20	26	25	24	22	21
22	June	1	31	30	29	27	2	1	31	29	28
23		8	7	6	5	3	9	8	7	5	4
24		15	14	13	12	10	16	15	14	12	11
25		22	21	20	19	17	23	22	21	19	18
26		29	28	27	26	24	30	29	28	26	25
27	July	6	5	4	3	1	7	6	5	3	2
28		13	12	11	10	8	14	13	12	10	9
29		20	19	18	17	15	21	20	19	17	16
30		27	26	25	24	22	28	27	26	24	23
31	August	3	2	1	31	29	4	3	2	31	30
32		10	9	8	7	5	11	10	9	7	6
33		17	16	15	14	12	18	17	16	14	13
34		24	23	22	21	19	25	24	23	21	20
35		31	30	29	28	26	1	31	30	28	27
36	September	7	6	5	4	2	8	7	6	4	3
37		14	13	12	11	9	15	14	13	11	10
38		21	20	19	18	16	22	21	20	18	17
39		28	27	26	25	23	29	28	27	25	24
40	October	5	4	3	2	30	6	5	4	2	1
41		12	11	10	9	7	13	12	11	9	8
42		19	18	17	16	14	20	19	18	16	15
43		26	25	24	23	21	27	26	25	23	22
44	November	2	1	31	30	28	3	2	1	30	29
45		9	8	7	6	4	10	9	8	6	5
46		16	15	14	13	11	17	16	15	13	12
47		23	22	21	20	18	24	23	22	20	19
48		30	29	28	27	25	1	30	29	27	26
49	December	7	6	5	4	2	8	7	6	4	3
50		14	13	12	11	9	15	14	13	11	10
51		21	20	19	18	16	22	21	20	18	17
52		28	27	26	25	23	29	28	27	25	24
53						30					31

EXHIBIT II.

	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
January	7	6	5	3	2	1	7	5	4	3
	14	13	12	10	9	8	14	12	11	10
	21	20	19	17	16	15	21	19	18	17
	28	27	26	24	23	22	28	26	25	24
February	4	3	2	31	30	29	4	2	1	31
	11	10	9	7	6	5	11	9	8	7
	18	17	16	14	13	12	18	16	15	14
	25	24	23	21	20	19	25	23	22	21
March	4	3	1	28	27	26	3	2	1	28
	11	10	8	7	6	5	10	9	8	7
	18	17	15	14	13	12	17	16	15	14
	25	24	22	21	20	19	24	23	22	21
	1	31	29	28	27	26	31	30	29	28
April	8	7	5	4	3	2	7	6	5	4
	15	14	12	11	10	9	14	13	12	11
	22	21	19	18	17	16	21	20	19	18
	29	28	26	25	24	23	28	27	26	25
May	6	5	3	2	1	30	5	4	3	2
	13	12	10	9	8	7	12	11	10	9
	20	19	17	16	15	14	19	18	17	16
	27	26	24	23	22	21	26	25	24	23
June	3	2	31	30	29	28	2	1	31	30
	10	9	7	6	5	4	9	8	7	6
	17	16	14	13	12	11	16	15	14	13
	24	23	21	20	19	18	23	22	21	20
July	1	30	28	27	26	25	30	29	28	27
	8	7	5	4	3	2	7	6	5	4
	15	14	12	11	10	9	14	13	12	11
	22	21	19	18	17	16	21	20	19	18
	29	28	26	25	24	23	28	27	26	25
August	5	4	2	1	31	30	4	3	2	1
	12	11	9	8	7	6	11	10	9	8
	19	18	16	15	14	13	18	17	16	15
	26	25	23	22	21	20	25	24	23	22
September	2	1	30	29	28	27	1	31	30	29
	9	8	6	5	4	3	8	7	6	5
	16	15	13	12	11	10	15	14	13	12
	23	22	20	19	18	17	22	21	20	19
	30	29	27	26	25	24	29	28	27	26
October	7	6	4	3	2	1	6	5	4	3
	14	13	11	10	9	8	13	12	11	10
	21	20	18	17	16	15	20	19	18	17
	28	27	25	24	23	22	27	26	25	24
November	4	3	1	31	30	29	3	2	1	31
	11	10	8	7	6	5	10	9	8	7
	18	17	15	14	13	12	17	16	15	14
	25	24	22	21	20	19	24	23	22	21
December	2	1	29	28	27	26	1	30	29	28
	9	8	6	5	4	3	8	7	6	5
	16	15	13	12	11	10	15	14	13	12
	23	22	20	19	18	17	22	21	20	19
	30	29	27	26	25	24	29	28	27	26
						31				

EXHIBIT II.

the Declaration.

(G) Maintain the Association's financial record books, accounts and other records as provided by the Association's By-Laws; issue Certificates of account to members, their mortgagees and lienors without liability for errors unless as a result of gross negligence. Such records shall be kept at the office of the Management Firm and shall be available for inspection by an expert employed by and at the cost and expense of the Association and at such reasonable time as the Management Firm shall agree to, however, said request for inspection cannot be made more than once in any fiscal year. Such expert may also conduct an external audit, provided the cost for same is paid by the Association, and said independent auditor, in any instance, must be acceptable to the Management Firm whose acceptance shall not be unreasonably withheld. As a standard procedure, the Management Firm shall render to the Association a statement for each fiscal year no later than the 4 months next thereafter. The Management Firm shall perform a continual internal audit of the Association's financial reports for the purpose of verifying the same, but no independent or external audit shall be required of it. The consent of the Management Firm to an independent auditor shall not be unreasonable withheld.

(H) Maintain records sufficient to describe its services hereunder and such financial books and records sufficient in accordance with prevailing accounting standards to identify the source of all funds collected by it in its capacity as Management Firm, and the disbursement thereof. Such records shall be kept at the Office of the Management Firm, and shall be available for inspection by an expert employed by and at the cost and expense of the association and at such reasonable time as the Management Firm may agree to; however, said request for inspection cannot be made more than once in any calendar year. The Management Firm shall perform a continual internal audit of the Management Firm's financial records relative to its services as Manager for the purpose of verifying same, but no independent or external audit shall be required of it.

(I) The Management Firm in its sole discretion shall determine the budget as to the Townhouse for the term of the Management Agreement, subject, however, to the specific limitations thereof where otherwise provided. Upon said budget's being determined annually, the Management Firm shall submit annually to the Association the operating budget for the ensuing year, setting forth the anticipated income and expenses of the Townhouses for the year, and said Management Firm shall specify therein each unit owner's monthly share thereof. Should an increase in maintenance fees be required or an assessment be required during the year, the same shall be determined and made by the Management Firm and the Association shall be advised thereof and as to the share thereof payable by each of the Association's members, as the case may be. The Management Firm shall collect the maintenance fees and assessments based upon the foregoing. The maintenance fees and assessments as to each member of the Association shall be made payable to the Management Firm, or such other firm or entity as the Management Firm shall direct; and the Management Firm shall have the right to designate such member or members of the Association, or the Association itself, as it determines, to collect said maintenance fees and assessments on behalf of the Management Firm and deliver same to it. The Management Firm shall not be responsible for obtaining the best price available as to any service, material or purchase, but shall, with good faith, purchase or contract for same with such person or party as it deems advisable and in the best interest of the Association and the Management Firm, without the necessity of obtaining the best price.

(J) Have sole authority and responsibility to maintain and replace the personal property within units committed to interval ownership, and in such capacity to:

1. Determine the maintenance fee, proration of taxes, and other common expenses applicable to those Townhouse Units committed to interval ownership, as defined in and provided for in the Declaration. The Management Firm shall have sole discretion, while this Agreement remains in effect, for making determinations as to replacements of personal property located within such units, decor, and all other judgments relating to units committed to interval ownership; notwithstanding the foregoing, all replacements shall be such as to maintain the standard of quality of the furniture, other personal property and decor as originally contained in such unit at the time it is committed to interval ownership.

2. It is understood by both parties that a portion of the maintenance fee will be set aside as a reserve for future replacements and repairs. The Management Firm shall have sole discretion as to the amounts of such reserves and application of same.

(K) Deposit all funds collected from the Association's members, or otherwise accruing to the Association, in a special bank account or accounts of the Management Firm in banks and/or savings and loan associations in the State of Pennsylvania, with suitable designation indicating their source, separate from or co-mingled with similar funds collected by the Management Firm on behalf of other condominiums or entities which the Management Firm manages.

(L) May cause a representative of its organization to attend meetings of the unit owners and of the Board of Directors of the

Association; however, it is understood and agreed that the Minutes of all the Association's meetings, whether of unit owners or of the Board of Directors, shall be taken by the Association's Secretary, and possession of the Minutes Book shall be in the custody of said Secretary, who shall always be responsible for preparing and furnishing notices of all meetings to the required parties. The Management Firm shall have the right to determine the fiscal year and when it shall commence.

(M) Promulgate, adopt and amend Rules and Regulations as it deems advisable in its sole discretion for the use and occupancy of the Townhouses, and to enforce same. The Management Firm, in its sole discretion, shall determine all activities and programs to be carried on as to same and shall employ the personnel required therefor as it determines in its sole discretion.

(N) Retain and employ such professionals and such other experts whose services may be reasonably required to effectively perform its duties and exercise its powers hereunder, and to employ same on such basis as it deems most beneficial.

(O) Enter into Agreements upon such terms and conditions and for such purpose as the Management Firm determines in its sole discretion as to the common elements of and the Townhouse, and by agreement grant concessions and licenses to persons to provide facilities and services as to and within the Townhouse and cause coin vending machines and coin operated equipment and pay telephones to be installed within the Townhouse and to purchase same on behalf of and at the cost and expense of the Association, or rent same or enter into agreements regarding same; however, all income derived by the Management Firm from the foregoing shall inure to the benefit of the Association; and all expenses pertaining thereto shall likewise be borne by said Association. The parties hereto recognize that agreements, concessions and licenses may be entered into to provide facilities and services and specified herein for very nominal or no compensation whatsoever. The Management Firm may enter into same in its sole discretion, and it shall use its best judgment; however, it shall not be responsible for same nor the fact that a greater sum might have been obtained nor a shorter period contracted for.

(P) Make and collect special assessments for such purposes and against such parties as the Management Firm determines, subject to the provisions of the Declaration.

(Q) Exercise such powers and rights delegated to it, if any, under the terms and provisions of the Declaration, and all Exhibits attached to said Declaration.

(R) If maintenance of the Townhouse referred to in the Declaration, or any portion thereof, including any unit, units and/or the common elements, is required due to loss by Act of God or other cause, which is other than normal wear and tear, and which loss is less than "major damage", as defined in the Declaration to which this Agreement is attached, when in such event, the Management Firm shall be authorized and empowered to determine, assess, charge and levy the costs of repairing and restoring such loss among the unit owners in such proportions as it deems advisable, pursuant to the Declaration to which this Agreement is attached, notwithstanding the fact that said loss or damage was, or was not, covered by insurance, and said total assessment shall be equal to the cost of said repair which shall include the costs of the Management Firm's personnel and overhead, materials and costs of the Management Firm's personnel and overhead, materials and equipment, and any and all other contractors, subcontractors, or materialmen as are required. Should the loss be covered by insurance, the proceeds thereof shall be applied as a credit against the total costs of said repair and restoration in such proportions as hereinbefore set forth in this paragraph. It shall be presumed that the first monies disbursed in payment of cost of repair and restoration, shall be from insurance proceeds, where such are received, and then from assessments collected, and, should there be a surplus of such funds, the said surplus shall be distributed to or on behalf of the unit owners, as provided in the aforesaid Declaration.

5. Notwithstanding the delegation by the Association to the Management Firm of its power to determine and collect assessments during the term of this Agreement, the Association retains the power to make those assessments as are specified in the Declaration to which this Agreement is attached as Exhibit V, and the By-Laws.

6. The Management Firm shall apply maintenance fees and assessments collected as it determines in its sole discretion as to those items specified in the By-Laws of the Association including the Management Firm's fee, which shall be deemed common expenses. The Management Firm, during the term of this Agreement, may file a lien against a unit owner's Townhouse should he fail to pay his assessments or maintenance fee as required and provided in the Declaration and Exhibits attached to said Declaration, and take such other action as provided in said documents, either in its name or in the name of or as agent of the Association whose name appears at the end of this instrument. The Management Firm may compromise liens in such amount as deems advisable in its sole discretion, and it may satisfy liens of record and render statements as to the current status of a unit owner's assessments. In the case of a unit committed to interval ownership, any lien against an owner of unit weeks in such unit, shall be limited to the unit weeks owned by the defaulting owner and shall, in no case, be filed so as to encumber the unit weeks owned by any other owner in such unit.

7. The Association shall aid and assist the Management Firm in any reasonable manner requested by the Management Firm as to the collection of assessments, and the said Association shall further aid and assist the Management Firm in any reasonable manner required by the Management Firm so as to simplify the method of collecting the assessments due from unit owners.

8. It is specifically understood that the Management Firm does not undertake to pay common expenses from its own funds and shall only be required to perform its services and make disbursements to the extent that, and so long as, payments received from assessments or other revenue, if any, of the Association whose name appears at the end of this instrument, are sufficient to pay the costs and expenses of such services and the amounts of such disbursements. If it shall appear to the Management Firm that the assessments and other revenue, if any, of the said Association insufficient, the Management Firm shall forthwith determine such additional assessment as is required and advised the said Association.

9. It is specifically understood and agreed that the Management Firm shall perform all of the services required of it hereunder at no cost and expense whatsoever to itself, but solely at the cost and expense of the Association and its members. As compensation, fee, or profit for its services hereunder, the Management Firm shall receive a net fee, free from all charges and expenses, of five (5%) percent of the maintenance fee per unit week for the 1st year of operation, of ten (10%) percent for the second year, and not to exceed twenty (20%) percent for any succeeding year, such amount to be designated the "Management Fee" The Management Fee shall be taken into consideration in setting the maintenance fee and assessments. The Management Firm's fee from each Townhouse Unit or unit weeks shall commence as of the first day of the month following the date of execution of a binding purchase contract for the purchase of a Townhouse or Unit Weeks. During the period of time that Wolf Run is the owner of a Townhouse or unit weeks in a Townhouse committed to interval ownership, it shall not be required to pay the Management Fee provided in this Agreement.

10. The Association shall not interfere nor permit, allow or cause any of the Officers, Directors or members to interfere with the Management Firm in the performance of its duties or the exercise of any of its powers hereunder.

11. The Management Firm shall not be liable to the Association and its members, for any loss or damage not caused by the Management Firm's own gross negligence or willful misconduct, and said Association and its members will and do hereby indemnify and save harmless the Management Firm from any such liability for damages, costs and expenses arising from injury to any person or property in, about and in connection with the Townhouse specified in the Declaration from any cause whatsoever, unless such injury shall be caused by said Management Firm's own gross negligence or willful misconduct.

12. The Association on behalf of its members, or the Management Firm, shall both have the right to assign this Agreement as herein set forth. The Association may assign its right, title and interest herein to another Interval Ownership Association operating and existing under the laws of the State of Pennsylvania. The Management Firm may also sub-contract all/or portions of its duties and powers under this Management Agreement.

13. The Management Firm shall be authorized to assess a Townhouse Unit owner for those items of assessments as set forth in the Declaration and the Exhibits attached to said Declaration, and in this Agreement - i.e., maintenance, repairs or replacements caused by the negligence or misuse by a unit owner, his family, servants, guests or invitees, or lessees; or failure of a unit owner to maintain those portions of his Townhouse and limited common elements assigned to his unit, as he is required to repair and maintain; or violation of the provisions of the aforesaid Declaration and Exhibits attached thereto which require the removal of same by the Management Firm and/or which increase the costs of maintenance and/or repair upon the Management Firm, or increase insurance rates and premiums, etc. In the event that all designated unit weeks are not sold, Wolf Run shall pay to Wolf Run Manor Association 30% of the budgeted annual operating cost (excluding POA dues) on each unit week unsold. Likewise, Wolf Run Manor Corporation shall pay 100% of POA dues for unsold unit weeks.

14. The power and authority of the Association to amend the Declaration and the Exhibits attached to said Declaration, it subject to the specific provisions applicable thereto set forth in the aforesaid instruments.

15. No waiver of a breach of any of the covenants contained in this Agreement shall be construed to be a waiver of any succeeding breach of the same covenants.

16. Time is of the essence in every particular, and especially where the obligation to pay money is involved.

17. No modification, release or discharge or waiver of any provision hereof shall be of any force, effect or value, unless in writing, signed by the parties to this Agreement - i.e., the Management Firm and the Association or their respective successors and assigns.

18. This instrument, together with the Declaration and the Exhibits attached to said Declaration, constitute the entire

agreement between the parties hereto as of the date of execution hereof, and neither has been induced by the other by representations, promises or understandings not expressed herein, and there are no collateral agreements, stipulations, promises or understandings whatsoever, in any way touching the subject matter of this instrument, or the instruments referred to herein, which are not expressly contained therein.

19. The invalidity in whole or in part of any covenant, promise or undertaking, or any section, sub-section, sentence, clause, phrase or word, or of any provision of this Agreement or the Exhibits attached hereto, and the Declaration the Exhibits attached to said Declaration, shall not affect the validity of the remaining portions thereof.

20. The definitions of the words, terms, phrases, etc., as provided in Article I of the Declaration are incorporated herein by reference and made a part hereof, and unless the context otherwise requires, said definitions shall prevail.

21. The words, "Association", "member(s)", "unit owner(s)" and parcel owner(s)", wherever and whenever used herein, shall include the singular and plural thereof, and the use of any gender shall include all genders, wherever the same shall be appropriate. The term, "Townhouse", or "unit", or "unit weeks", or "Unit committed to interval ownership", or "interval ownership", or "parcels" and the owners thereof shall be defined pursuant to the Declaration to which this Agreement is attached, and same are Townhouses as is created by the aforesaid Declaration, or ownership of parts of such units.

22. When either party hereto, and the Association's members, desire to or are required to give notice unto the other, or others, in connection with and according to the terms of this Agreement, such notice shall be given to the Association, its members, and the Management Firm, as provided in the Declaration.

23. If the Association or its members, shall interfere with the Management Firm in the performance of its duties and exercise of its powers hereunder, or if the said Association shall fail to promptly do any of the things required of it hereunder, then the Management Firm - fifteen (15) days after having given written notice to said Association of said default by delivering said notice to any officer of the Association, or in their absence, to any member of said Association, may declare this Agreement in default unless such default be cured by the said Association within fifteen (15) days after such notice.

24. Failure by the Management Firm to substantially perform its duties and obligations under this Agreement for a continuous period of thirty (30) days after written notice of default from the Association specifying the default complained of shall be grounds for the said Association's cancellation of this Agreement. In addition either party may terminate this agreement for any reason upon forty five (45) days written notice.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, and have caused these presents to be signed respectively by their proper Officer(s), and their respective Corporate Seals have been duly affixed, this 18th day of SEPTEMBER, 1981.

WOLF RUN MANOR CORPORATION

Signed, sealed and delivered in the presence of:

L.W. Brock

Bruce Giles

BY: _____ (SEAL)
PRESIDENT

ATTEST: _____ (SEAL)
SECRETARY

"MANAGEMENT FIRM"
WOLF RUN MANOR ASSOCIATION

L.W. Brock

Bruce Giles

BY: _____ (SEAL)
PRESIDENT

ATTEST: _____ (SEAL)
SECRETARY

"ASSOCIATION"

BY-LAWS
OF
WOLF RUN MANOR ASSOCIATION

All present and future Co-Owners, Mortgagees, Lessees and occupants of Apartments and their employees, and any other persons who may use the facilities of the Townhouse property in any manner are subject to the Declaration, these By-Laws and Rules and Regulations made pursuant hereto any amendment to the Declaration and these By-Laws upon the same being passed and duly recorded.

The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a Townhouse shall constitute an agreement that these By-Laws (and any Rules and Regulations, made pursuant hereto) and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified, and will be complied with.

ARTICLE I.
IDENTITY

The following By-Laws shall govern the operation of the Townhouses created by the Declaration of Interval Ownership, (hereinafter referred to as "The Declaration").

The Association of Co-Owners is organized and existing for the purpose of administering the Townhouses created by the Declaration to which these By-Laws are created.

SECTION 1. The office of the Association shall be at the Townhouse property, or at such other place as may be subsequently designated by the Board of Directors of the Association.

SECTION 2. As used herein, the word, "Association" shall be as defined in the Declaration. All other words, as used herein, shall have the same definitions as attributed to them in the Declaration.

ARTICLE II.
MEMBERSHIP AND VOTING PROVISIONS

SECTION 1. Membership in the Association shall be limited to Owners of the Interval Ownership Townhouse Units wherein this Association has been designated to operate and administer said Townhouses by virtue of the Declaration of said Interval Ownership. Transfer of ownership, either voluntary or by operation of law, shall terminate membership in the Association, and said membership is to become vested in the transferee. If ownership is vested in more than one person, then all of the persons owning said Unit shall be members eligible to hold office, attend meeting, etc., but, as hereinafter indicated, the vote of a Unit shall be cast by the "voting member". If ownership is vested in a Corporation said Corporation may designate an individual officer or employee of the Corporation as its "voting member". Notwithstanding the foregoing, each Owner of Unit Weeks in a Townhouse committed to Interval Ownership shall be entitled to cast his vote of the Unit in which he owns his Unit Weeks. "Unit committed to Interval Ownership" and "Interval Ownership" are defined in the Declaration.

SECTION 2. Voting.

(a) The Owner of each Unit Week shall be entitled to one (1) vote. If an Owner owns more than one (1) Unit, he shall be entitled to one (1) vote for each Unit Week owned. The Association shall not have a vote for any Unit Weeks conveyed to it.

(b) A majority of the Unit Owners' total votes present in person or in proxy at any regular or special meeting shall decide any question, unless the Declaration, By-Laws or Articles of Incorporation of the Association, if any, provide otherwise.

(c) Each unit owner shall have 1/50 vote per unit week owned in the Treasure Lake Property Owner Association, which vote shall be exercised on behalf of the unit owner by and through Wolf Run Manor Association. Each voter when placing his proxy with Wolf Run Manor Association shall designate the manner in which that vote shall be cast.

SECTION 3. QUORUM: Unless otherwise provided in these By-Laws, or the Declaration the presence in person or by proxy of one-tenth (1/10) of the Unit Owners' total votes shall constitute a quorum.

SECTION 4. PROXIES: Votes may be cast in person or by proxy. All proxies shall be in writing and signed by the person entitled to vote (as set forth below in Section 5). Where a Unit is owned jointly by a husband and wife, and if they have not designated one of them as a voting member, a proxy must be signed by both husband and wife where a third person is designated.

SECTION 5. DESIGNATION OF VOTING MEMBER: If a Townhouse Unit is owned by one person, his right to vote shall be established by the recorded title to the Unit. If a Townhouse is owned by more than one (1) person, the person entitled to cast the vote for the Unit shall be designated in a Certificate, signed by all of the recorded Owners of the Unit and filed with the

Secretary of the Association. If a Unit is owned by a Corporation, the officer or employee thereof entitled to cast the vote of the Unit for the Corporation shall be designated in a Certificate for this purpose, signed by the President or Vice-President, attested to by the Secretary or Assistant Secretary of the Corporation, and filed with the Secretary of the Association. The person designated in such Certificate who is entitled to cast the vote for a Unit shall be known as the "voting member". If such a Certificate is not on file with the Secretary of the Association for a Unit owned by more than one person or by a Corporation, the vote of the Unit concerned shall not be considered in determining the requirement for a quorum, or for any purpose requiring the approval of a person entitled to cast the vote for the Unit, except if said Unit is owned by a husband and wife. Such Certificate shall be valid until revoked or until superseded by a subsequent Certificate, or until a change in the Ownership of the Unit concerned. If a Townhouse Unit is owned jointly by a husband and wife, the following three provisions are applicable thereto:

(a) They may, but they shall not be required to, designate a voting member.

(b) If they do not designate a voting member and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting (As previously provided, the vote of a Unit is not divisible).

(c) Where they do not designate a voting member, and only one is present at a meeting, the person present may cast the Unit vote, just as though he or she owned the Unit individually, and without establishing the concurrence of the absent person.

SECTION 6. TOWNHOUSES COMMITTED TO INTERVAL OWNERSHIP.

Notwithstanding any other provisions in these By-Laws, each Owner of Unit Weeks in a Townhouse committed to Interval Ownership shall be entitled to cast the vote(s) attributable to his unit Week(s) owned. In any event the total number of votes which may be cast for each Unit shall be equal to 50 votes. In the case of a Unit committed to Interval Ownership, the provisions of Section 5, Designation of Voting Member, shall apply to each Unit Week owned.

ARTICLE III.

MEETING OF THE MEMBERSHIP

SECTION 1. PLACE: All meetings of the Association membership shall be held at the Townhouse property, or at such other place and at such time as shall be designated by the Board of Directors of the Association and stated in the Notice of the meeting, and shall be open to all Unit Owners.

SECTION 2. NOTICES: It shall be the duty of the Secretary to mail or deliver a Notice of each annual or special meeting, stating the time and place thereof, to each Interval Owner of record at least ten (10) but not more than sixty (60) days prior to such meeting. Notice of any special meeting shall state the purpose thereof. All Notices shall be mailed to or served at the address of the Unit or Interval Owner as it appears on the books of the Association.

SECTION 3. ANNUAL MEETING: The annual meeting shall be held at 10:00 A.M., Eastern Standard Time, on the Saturday preceding Memorial Day each year commencing after the first full year of operation for the purpose of electing Directors and transacting any other business authorized to be transacted by the members. At the annual meeting, the members shall elect by plurality vote - (cumulative voting prohibited), a Board of Directors and shall transact such other business as may properly be brought before the meeting.

SECTION 4. SPECIAL MEETING: Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of a majority of the Board of Directors, or at the request, in writing, of voting members representing ten percent (10%) of the members' total votes, which request shall state the purpose or purposes of the proposed meeting. Business transacted at all special meetings shall be confined to the objects stated in the Notice thereof.

SECTION 5. WAIVER AND CONSENT: Whenever the vote of members at a meeting is required or permitted by an provision of these By-Laws to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if not less than a majority of the members who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken; however, notice of such action shall be given to all members, unless all members approve such action.

SECTION 6. ADJOURNED MEETING: If any meeting of members cannot be organized because of a quorum of voting members is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.

SECTION 7. APPROVAL OR DISAPPROVAL: Approval or disapproval of a Unit Owner upon any matter, whether or not the subject of an Association meeting, shall be by the voting members provided, however, that where a Unit is owned jointly by a husband and wife, their joint approval or disapproval shall be required where they are both present, or in the event only one

is present, the person present may cast the vote without establishing the concurrence of the absent person.

SECTION 8. THE MANAGEMENT FIRM: The Management Firm, as long as any Management Agreement remains in effect, shall be entitled to Notice of all Association meetings, and shall be entitled to attend the Association's meetings, and it may designate such person(s) as it desires to attend such meetings on its behalf.

ARTICLE IV. DIRECTORS

SECTION 1. NUMBER, TERM AND QUALIFICATIONS: Subject to Section 2 of this Article, the affairs of the Association shall be governed by a Board of Directors composed of not less than three (3) nor more than seven (7) persons, as is determined from time to time by the members. All Directors, except those designated by Wolf Run Manor Corp., shall be members of the Association. All officers of a Corporate Unit Owner shall be deemed to be members of the Association so as to qualify as a Director herein. The term of each Director's service shall extend until the next annual meeting of the members and hereafter until his successor is duly elected and qualified, or until he is removed in the manner provided in Section 3 below.

SECTION 2. WOLF RUN MANOR CORP. TO ACT AS BOARD OF DIRECTORS: All of the affairs of the Association of Co-Owners shall be conducted by Wolf Run Manor Corp., or its agents, appointees or assignees, for a period of five (5) years from the effective date of this Declaration. Wolf Run Manor Corp., at its sole discretion, shall have the right and option to extend this period of two (2) additional five (5) year periods. Until the expiration of any such period, all of the rights, duties, discretions, functions and powers otherwise vested in the Board of Directors, hereinafter set out or referred to in the Declaration, shall be exercised solely by Wolf Run Manor Corp., its agents, assignees or appointees. All references to the Board of Directors in this Declaration shall mean and refer to Wolf Run Manor Corp., its agents, appointees or assignees, from the effective date of this Declaration, or until such time during any aforesaid five (5) year periods, Wolf Run Manor Corp. should at its sole option, turn over to the Association of Co-Owners the responsibility of establishing and electing all of the members of the Board of Directors. This provision may not be changed, altered or amended by the Association of Co-Owners. Wolf Run Manor Corp. may within its sole discretion also act the Management Firm as provided in these By-Laws and receive reasonable compensation therefore as provided in these By-Laws.

SECTION 3. REMOVAL OF DIRECTORS: At any time after the first annual meeting of the membership at any duly convened regular or special meeting, any one or more of the Directors may be removed, with or without cause, by the affirmative vote of the voting members casting not less than two-thirds (2/3rds) of the total votes present at said meeting, and a successor may then and there be elected to fill the vacancy thus created. Should the membership fail to elect said successor, the Board of Directors may fill the vacancy in the manner provided in Section 4 below.

SECTION 4. VACANCIES ON DIRECTORATE: If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, shall choose a successor or successors, who shall hold office for the balance of the unexpired term in respect to which such vacancy occured. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board of Directors.

SECTION 5. DISQUALIFICATION AND RESIGNATION OF DIRECTORS. Any Director may resign at any time by sending a written Notice of such resignation to the office of the Corporation, delivered to the Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary. Commencing with the Directors elected at such first annual meeting of the membership, the Directors elected at such first annual meeting shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors. No member shall continue to serve on the Board should he be more than thirty (30) days delinquent in the payment of an assessment or fees and said delinquency shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors

SECTION 6. REGULAR MEETINGS: The Board of Directors may establish a schedule of regular meetings to be held a such time and place as the Board of Directors may designate. Notice of such regular meetings shall nevertheless, be given t each Director personally or by mail, telephone or telegraph at least five (5) days prior to the day named for such meeting. A meetings of the Board of Directors, including special meetings in accordance with Section 7 below, shall be open to all Uni Owners.

SECTION 7. SPECIAL MEETINGS: Special meetings of the Board of Directors may be called by the President, and in hi absence, by the Vice-President, or by a majority of the members of the Board of Directors, by giving five (5) days Notice, i writing, to all of the members of the Board of Directors of the time and place of said meeting. All Notices of special meetings sha

state the purpose of the meeting.

SECTION 8. DIRECTORS' WAIVER OF NOTICE: Before or at any meeting of the Board of Directors, any Director may waive Notice of such meeting and such waiver shall be deemed equivalent to the giving of Notice. Attendance by a Director at any meeting of the Board shall be a waiver of Notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no Notice shall be required and any business may be transacted at such meeting.

SECTION 9. QUORUM: At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at such meetings at which a quorum is present, shall be the acts of the Board of Directors. If, at any meeting of the Board of Directs there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At each such adjourned meeting, any business which might have been transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the Minutes thereof, shall constitute the presence of such Director for the purpose of determining a quorum.

SECTION 10. COMPENSATION. The Directors' fees, if any, shall be determined by the voting members.

SECTION 11. THE MANAGEMENT FIRM: The Management Firm, as long as any Management Agreement remains in effect, shall be entitled to Notice of all Directors' meetings and shall be entitled to attend the Directors' meetings and it may be designate such a person(s) as it desires to attend such meeting; on its behalf.

SECTION 12. POWERS AND DUTIES: The Board of Directors of the Association shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by the Declaration, this Association's Articles of Incorporation, or these By-Laws, directed to be exercised and done by Unit Owners. The Board of Directors may delegate the said powers and duties to the management firm. These powers shall specifically include, but shall not be limited to the following:

(a) To exercise all powers specifically set forth in the Declaration, this Association's Articles of Incorporation, if any, in these By-Laws.

(b) To make assessments, collect said assessments, and use and expend the assessments to carry out the purposes and powers of the Association.

(c) To employ, dismiss and control the personnel necessary for the maintenance and operation of the project, and of the common areas and facilities including the right and power to employ attorneys, accountants, contractors, and other professionals as the need arises.

(d) To make and amend regulations respecting the operation and use of the Townhouse property, and the use and maintenance of the Townhouses therein.

(e) To contract for the management of the Townhouses and to delegate to such contractor all of the powers and duties of the Association, except those which may be required by the Declaration to have approval of the Board of Directors or membership of the Association. To contract for the management or operation of portions of the Townhouse Property susceptible to the separate management or operation thereof, and to lease or concession such portions.

(f) The further improvement of the Townhouse property, both real and personal, and the right to purchase realty and items of furniture, furnishing, fixtures and equipment for the foregoing, and the right to acquire and enter into Agreements subject to the provisions of the applicable Declaration, this Association's Articles of Incorporation, if any, and any exhibits attached thereto.

(g) Designate one or more committees which, to the extent provided in the resolution designating said committee, shall have the powers of the Board of Directors in the management and affairs and business of the Association. Such committee shall consist of at least three (3) members of the Association. The committee or committees shall have such name or names as may be determined from time to time by the Board of Directors, and said committee(s) shall keep regular Minutes of their proceedings and report the same to the Board of Directors, as required. The foregoing powers shall be exercised by the Board of Directors or its contractor or employees, subject only to approval by Unit Owners when such is specifically required.

(h) To enter into and terminate or ratify existing Agreements with organizations providing Owners of Unit Weeks to trade their time periods with Owners of time periods at other resorts.

ARTICLE V.

OFFICERS

SECTION 1. ELECTIVE OFFICERS: The principal officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors.

SECTION 2. ELECTION: The officers of the Association designated in Section 1 above shall be elected annually by the Board of Directors at the organizational meeting of each new Board following the meeting of the members.

SECTION 3. APPOINTIVE OFFICERS: The Board may appoint Assistant Secretaries and Assistant Treasurers, and such other officers as the Board of Directors deems necessary.

SECTION 4. TERM: The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time, with or without cause, by the Board of Directors, provided however, that no officer shall be removed except by the affirmative vote for removal by a majority of the whole Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

SECTION 5. THE PRESIDENT: He shall be the chief executive officer of the Association; he shall preside at all meetings of the Unit Owners and of the Board of Directors. He shall have executive powers and general supervision over the affairs of the Association and other officers. He shall sign all written contracts to perform all of the duties incident to his office and which may be delegated to him from time to time by the Board of Directors.

SECTION 6. THE VICE-PRESIDENT: He shall perform all of the duties of the President in his absence, and such other duties as may be required of him from time to time by the Board of Directors of the Association.

SECTION 7. THE SECRETARY: He shall issue Notices of all Board of Directors' meetings and all meetings of the Unit Owners; he shall attend and keep the Minutes of same; he shall have charge of all of the Association's books, records and papers, except those kept by the Treasurer. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

SECTION 8. THE TREASURER:

(a) He shall have custody of the Association's funds and securities, except the funds payable to any Management Firm, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and to the credit of the Association, in such depositories as may be designated from time to time by the Board of Directors. The books shall reflect an account for each Unit.

(b) He shall disburse the funds of the Association as may be ordered by the Board of Directors in accordance with these By-Laws, making proper vouchers for such disbursements, and shall render to the President and Board of Directors at the regular meetings of the Board of Directors, or whenever they may require it, an account of all of his transactions as the Treasurer and of the financial condition of the Association.

(c) He shall collect the assessments and maintenance fees and shall promptly report the status of collections and of all delinquencies to the Board of Directors.

(d) He shall give status reports to potential transferees on which reports the transferees may rely.

(e) The Assistant Treasurer shall perform the duties of the Treasurer when the Treasurer is absent.

(f) The duties of the Treasurer may be fulfilled by a Management Firm employed by the Association, and said Management Firm shall fulfill the duties of the Treasurer, and shall have custody of such books of the Association as it determines in its sole discretion and the foregoing shall include any books required to be kept by the Secretary of the Association.

ARTICLE VI.

FINANCES, ASSESSMENTS AND MAINTENANCE FEES

SECTION 1. Depositories: The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time upon resolutions approved by the Board of Directors, and shall be withdrawn only upon checks and demands for money signed by such officer or officers of the Association as may be designated by the Board of Directors. Obligations of the Association shall be signed by at least two officers of the Association; provided, however, that the provisions of any Management Agreement between the Association and a Management Firm relative to the subject matter in this Section shall supersede the provisions hereof.

SECTION 2. FIDELITY BONDS: The Treasurer and all officers who are authorized to sign checks, and all officers and employees of the Association, and any contractor handling or responsible for Association funds shall be bonded in such amount as may be determined by the Board of Directors. The premiums on such Bonds shall be paid by the Association. The Bond shall be in an amount sufficient to equal the monies an individual handles or has control of via a signatory or a bank account or other depository account; however, notwithstanding the foregoing, the Management Firm, under the terms Management Agreement, attached to the Declaration, as to funds in its possession and/or control, shall determine, in its sole discretion, the amount of and

the total votes of the members present at any regular or special meeting of the members wherein said matter is voted upon, acquire in the name of the Association, or its designee, a Townhouse Unit Week(s) being foreclosed. The term "foreclosure", as used in this Section, shall mean and include any foreclosure of any lien, excluding the Association's lien for assessments. The power of the Board of Directors to acquire a Townhouse Unit Week(s) at any foreclosure sale shall never be interpreted as any requirement or obligation on the part of the said Board of Directors or of the Association to do so at any foreclosure sale, the provisions hereof being permissive in nature and for the purpose of setting forth the power in the Board of Directors to do so should the requisite approval of the voting members be obtained. The Board of Directors shall not be required to obtain the approval of Unit Owners at the foreclosure sale of a Unit, due to the foreclosure of the Association's lien for assessments under the provisions of the Declaration notwithstanding the sum the Board of Directors determines to bid at such foreclosure sale.

SECTION 2. TRANSFER OF UNITS: All Owners of Units or Unit Weeks in a Unit committed to Interval Ownership shall notify the Association, of any transfer, by sale or otherwise, of said Unit or Unit Week within ten (10) days of the date of same. Said Notice shall include such information and be in the form that the Association shall prescribe from time to time. The Association may send all necessary Notices to the person shown as Owner of said Unit or Unit Weeks in its records, and said Notice shall be binding as to any other Owner of said Unit or Unit Weeks where the Association has not been notified as provided herein.

ARTICLE IX.

AMENDMENTS TO THE BY-LAWS

The By-Laws may be altered, amended or added to at any duly called meeting of the Unit Owners, provided;

(1) Notice of the meeting shall contain a statement of the proposed Amendment.

(2) If the Amendment has received the unanimous approval of the full Board of Directors, then it shall be approved upon the affirmative vote of the voting members casting a majority of the total votes of the members of the Association.

(3) If the Amendment has not been approved by the unanimous vote of the Board of Directors, then the Amendment shall be approved by the affirmative vote of the voting members present or by proxy, casting not less than three-fourth (3/4ths) of the total vote; and,

(4) Said Amendment shall be recorded and certified.

(5) Notwithstanding the foregoing, these By-Laws may only be amended with the written approval when required of the parties specified in the Declaration.

ARTICLE X.

NOTICES

Whatever Notices are required to be sent hereunder shall be delivered or sent in accordance with the applicable provisions for Notices as set forth in the Declaration.

ARTICLE XI.

INDEMNIFICATIONS

The Association shall indemnify every Director and every officer, his heirs, executors, and administrators, against all loss, cost and expense reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or Officer of the Association, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding, to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE XII.

LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the Association shall not relieve or release any such former Owner or member from any liability or obligations incurred under or in any way connected with the Association during the period of such ownership and Membership, or impair any rights or remedies which the Association may have against such former Owner and member arising out of or in any way connected with such ownership and membership, and the covenants and obligations incident thereto.

ARTICLE XIII.

LIMITATION OF LIABILITY

Notwithstanding the duty of the Association to maintain and repair parts of the Townhouse property, the Association shall not be liable for injury or damage caused by a latent condition in the property, nor for injury or damage caused by the elements or by other Owners or persons.

ARTICLE XIV.

LIENS

SECTION 1. PROTECTION OF PROPERTY: All liens against a Townhouse Unit, other than for mortgages, taxes or special assessments, shall be satisfied or otherwise removed within thirty (30) days of the date of the lien attached. All taxes and special assessments upon a Townhouse Unit shall be paid before becoming delinquent, as provided in these Declaration documents or by-law, which ever is sooner.

SECTION 2. NOTICE OF LIEN: A Unit Owner shall give Notice to the Association of every lien upon his Unit, other than for mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

SECTION 3. NOTICE OF SUIT: Unit Owners shall give Notice to the Association of every suit or other proceeding which will or may affect title to his Unit or any part of the property, such Notice to be given within five (5) days after the Unit Owner receives Notice thereof.

SECTION 4. FAILURE TO COMPLY: Failure to comply with this article concerning liens will not affect the validity of any judicial sale.

SECTION 5. UNITS COMMITTED TO INTERVAL OWNERSHIP: In the case of a Unit committed to Interval Ownership, an Owner of Unit Weeks in such Unit shall be required to give Notices under Section 2 and 3 of this Article XIV only as to liens, suits, and proceedings affecting title to the Unit Weeks which he owns. Any lien against an Owner of Unit Weeks in a Unit committed to Interval Ownership, or against the Unit Weeks owned by him, shall be limited to the Unit Weeks owned by him and shall not encumber the property, real or personal, or any other Owner of Unit Weeks in said Unit.

ARTICLE XV.

RULES AND REGULATIONS

SECTION 1. The Board of Directors may, from time to time, adopt or amend previously adopted administrative Rules and Regulations governing the details of the operation, use, maintenance, management and control of the Townhouses and any facilities or services made available to the Unit Owners. A copy of the Rules and Regulations adopted from time to time as herein provided shall from time to time be posted in a conspicuous place and/or copies of same shall be furnished to each Unit Owners.

SECTION 2. AS TO CONDOMINIUM UNITS: The Board of Directors, may from time to time adopt or amend previously adopted Rules and Regulations governing and restricting the use and maintenance of the Townhouse Unit(s) provided, however, that copies of such become effective, shall be posted in a conspicuous place and/or copies of same shall be furnished to each Unit Owner.

SECTION 3. CONFLICT: In the event of any conflict between the Rules and Regulations adopted, or from time to time amended, and the Declaration documents, the latter shall prevail. If any unreconciled conflict should exist or hereafter arise with respect to the interpretation of these By-Laws and the Declaration, the provisions of said Declaration shall prevail.

The foregoing was adopted as the By-Laws of Wolf Run Manor Association at the first meeting of the Board of Directors.

Secretary

APPROVED:

President

Date: SEPTEMBER 18, 1981

AMENDMENT TO MANAGEMENT AGREEMENT
BETWEEN WOLF RUN MANOR CORPORATION
AND WOLF RUN MANOR ASSOCIATION

THIS AGREEMENT, made and entered into on the date last appearing by and between Wolf Run Manor Corporation a Pennsylvania Corporation whose name appears at the end of this agreement as the Management Firm hereinafter called the "Management Firm", and Wolf Run Manor Association, a not for profit association whose name appears at the end of this instrument as the Timesharing Association, hereinafter called the "Association", which term shall be deemed to extend to and include the legal representatives, successors and assigns of the said parties hereto;

WITNESSETH

THAT, WHEREAS, the Association and the Management Firm previously entered into the Management Agreement dated September 18, 1981, and,

WHEREAS, the Management Firm and the Association are desirous of amending said agreement.

NOW, THEREFORE, for and in consideration of the sum of $10.00 (ten dollars) and other good and valuable considerations, it is agreed by and between the parties as follows:

1. That certain management agreement between the parties hereto dated September 18, 1981 shall be amended.

2. Paragraph 13 of the aforereferenced management agreement which states ". . . 30% of the budgeted annual operating costs on each unit week unsold" shall be changed to ". . . the actual fixed cost for each unit week unsold"

3. The aforereferenced is the only change with respect to the agreement abovereferenced.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, and have caused these presents to be signed respectively by their proper Officer(s), and their respective Corporate Seals have been duly affixed, this the 13th day of August, 19 90.

Signed, sealed and delivered in the presence of :

Valerie M. Field

Dana J. Bebgthorn

("Wolf Run Manor Corporation")

BY: _____ (SEAL)
VICE PRESIDENT

ATTEST: _____ (SEAL)
ASST. SECRETARY

("MANAGEMENT FIRM")

Elizabeth L. Allyn

Margaret Russell

("Wolf Run Manor Association")

BY: _____ (SEAL)
PRESIDENT

ATTEST: _____ (SEAL)
SECRETARY

("ASSOCIATION")

BOARD OF DIRECTORS MEETING

WOLF RUN MANOR ASSOCIATION, INC.

The Board of Directors of Wolf Run Manor Association, Inc. met in the corporate offices at Gautier, Mississippi on March 28, 1988. A full quorum of the Board was present.

The Board discussed the matter of voting rights of the membership which involved Treasure Lake Property Owners Association. The following Resolution was then presented to the Board, seconded and unanimously approved.

> RESOLVED, that an additional section to Article 2, styled Section 6, should be added as follows:
>
> "On the vote of any matter relating to the Treasure Lake Property Owners Association, those voting rights are assigned to the Board of Directors. The Board of Directors shall vote on such issues as presented to it involving, in any fashion, the Treasure Lake Property Owners Association by the affirmative vote of a majority of the Board of Directors present, in person or proxy, at a Directors meeting with one vote to be allocated for each townhouse unit located within the Association."
>
> BE IT FURTHER RESOLVED, that the President of this Association is hereby authorized and directed to take such action and do such acts and deeds that are necessary to carry out the mandates of the foregoing Resolution.

There being no further business, the meeting was adjourned.

W. W. Sewell

WOLF RUN MANOR

RECEIPT FOR PUBLIC OFFERING STATEMENT

I HEREBY ACKNOWLEDGE THAT I RECEIVED THE PUBLIC OFFERING STATEMENT FOR WOLF RUN MANOR ON THIS _____ DAY OF _____, 2_____. AND I UNDERSTAND THAT MY RIGHT TO CANCEL ANY SALES AGREEMENT TO PURCHASE A TIMESHARE INTERVAL EXPIRES ON THE _____ DAY OF _____, 2_____, WHICH IS FIVE (5) DAYS, (SUNDAYS AND HOLIDAYS EXCEPTED) FROM THE RECEIPT OF THIS PUBLIC OFFERING STATEMENT.

_____

SIGNATURE

_____

DATE

WOLF RUN MANOR

RECEIPT FOR PUBLIC OFFERING STATEMENT

I HEREBY ACKNOWLEDGE THAT I RECEIVED THE PUBLIC OFFERING STATEMENT FOR WOLF RUN MANOR ON THIS _____ DAY OF _____, 2_____. AND I UNDERSTAND THAT MY RIGHT TO CANCEL ANY SALES AGREEMENT TO PURCHASE A TIMESHARE INTERVAL EXPIRES ON THE _____ DAY OF _____, 2_____, WHICH IS FIVE (5) DAYS, (SUNDAYS AND HOLIDAYS EXCEPTED) FROM THE RECEIPT OF THIS PUBLIC OFFERING STATEMENT.

_____
SIGNATURE

_____
DATE

PUBLIC OFFERING STATEMENT
For
SILVERWOODS
AT
TREASURE LAKE
1129 Treasure Lake
DuBois, PA 15801

Crown Resorts, Ltd.
Seller of Silverwoods
PO Drawer 1568
Gautier, MS 39553

"THIS PUBLIC OFFERING STATEMENT CONTAINS IMPORTANT INFORMATION WHICH SHOULD BE CONSIDERED PRIOR TO ACQUIRING A TIMESHARE INTERVAL."

"THE STATEMENTS CONTAINED HEREIN ARE SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL DOCUMENTS AND OTHER ITEMS REFERENCED IN THIS PUBLIC OFFERING STATEMENT FOR MORE DETAILED INFORMATION."

"ORAL REPRESENTATIONS SHOULD NOT BE RELIED ON AS CORRECT STATEMENTS. REFER TO THIS DOCUMENT FOR CORRECT REPRESENTATIONS.

This contains important matters in purchasing a Timeshare Unit or Interval Ownership. The Buyer should read and understand all contracts and other sales material before purchasing a Timeshare Unit.

EXHIBIT "B-2"

SILVERWOODS ASSOCIATION
FY 2005 BUDGET - OPERATING FUND

	Total Amount	Amount Per Week	
NON-DUES OPERATING INCOME	94,263	34.74	
OPERATING EXPENSES			
General Office	28,662	10.56	
Replacements	20,800	7.67	
Monthly Unit Services	208,080	76.68	
Cost/Rent of Equipment	6,600	2.43	
Reservations/Administration	81,600	30.07	
Recreation	48,464	17.86	
Housekeeping	115,299	42.49	
Building Maintenance	61,017	22.49	
Grounds Maintenance	50,876	18.75	
Vehicle Maintenance	3,000	1.11	
Management Fees	126,984	46.80	
Accounting/Collections	65,700	24.21	
POA Fees	50,819	18.73	
Professional Services	11,553	4.26	
Property & Misc Taxes	121,522	44.79	
Property/Liability Insurance	87,000	32.06	
Depreciation	11,623	4.28	
Total Operating Expenses	1,099,599	405.24	
NET OPERATING EXPENSE TO BE FUNDED	(1,005,336)	(370.50)	
Less: Member Dues, Net	1,005,336	370.50	**370.50**
NET OPERATING SURPLUS/(LOSS)	(0)	0.00	

FY 2005 BUDGET - RESERVE FUND

	Total Amount	Amount Per Week	
Reserve Dues Income	52,908	19.50	**19.50**
Reserve Expenditures	0	0.00	
NET RESERVE FUND CARRIED FORWARD	52,908	19.50	
COMBINED FUNDS - NET SURPLUS/(LOSS)	52,908	19.50	**390.00**

NOTE: This budget is for the period April 1, 2004 through March 31, 2005.

AMENDMENT TO THE DECLARATION OF INTERVAL OWNERSHIP OF WOLF RUN MANOR CORPORATION, SILVERWOODS ADDITION RECORDED IN CLEARFIELD COUNTY MISC. BOOK 927, PAGE 273

WHEREAS, Wolf Run Manor Corporation hereinafter called "Declarant" filed of record in the office of the Recorder of Deeds of Clearfield County in Miscellaneous Book 927, page 273 a certain Declaration of Interval Ownership hereinafter referred to as "Declaration" pertaining to a subdivision of a portion of Declarant's real property designated as the Silverwoods Addition which Declarant was the owner by virtue of a deed dated November 15, 1983 and recorded in Clearfield County Deed Book Volume 917, page 149; and

WHEREAS, the Unit Owners are desirous of making a certain amendment to exhibit "II" attached to the recorded Declaration as provided for in Article X of the Declaration that states the Declaration may be amended at any regular meeting of the Unit Owners called and convened in accordance with the By-Laws, by the affirmative vote of Voting Members present or by proxy casting not less than fifty-one percent (51%) of the total vote; and

WHEREAS, at a duly convened meeting of the Unit Members of the Association held on February 23, 2002 a majority of the voting members approved the amendment to exhibit "II" for the express purpose of correcting an error to the original attachment of the exhibit hereinafter recited; and

NOW, THEREFORE, the exhibit "II" of the Declaration is amended as follows on the attached exhibit labeled "AMENDED EXHIBIT II" and attached hereto and made a part hereof.

IN WITNESS WHEREOF, Silverwoods Association, Inc has caused a common and corporate seal to be affixed to these presents by the hand of its President, and duly attested to by its Secretary this 25th day of February 2002.

ATTEST: SILVERWOODS ASSOCIATION, INC.

BY: _____ BY: _____

Secretary President

SEAL

PENNSYLVANIA

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200209967

RECORDED ON
Jun 24, 2002
12:46:24 PM

Total Pages: 7

RECORDING FEES - $19.00
RECORDER $2.00
COUNTY IMPROVEMENT $2.00
FUND
RECORDER $3.00
IMPROVEMENT FUND
STATE WRIT TAX $0.50
TOTAL $24.50

CUSTOMER
OFFICE RESORT PROPERTIES

STATE OF PENNSYLVANIA

COUNTY OF CLEARFIELD

SILVERWOODS TOWNHOUSES
DECLARATION OF INTERVAL OWNERSHIP
DUBOIS, PENNSYLVANIA

This Declaration and by-laws which are attached hereto and made a part hereof, is made and executed this the 16th day of January, 1984, by Wolf Run Manor Corp., a Pennsylvania corporation hereinafter referred to as "Wolf Run", for itself, its successors, and grantees.

WITNESSETH

WHEREAS, Wolf Run is the owner of the fee simple title to the real property located in Sandy Township, Clearfield County, Pennsylvania as more particularly described and set forth as townhouse property in the Survey Exhibits attached hereto as "Exhibit I", which are made a part hereof as though fully set forth herein, said townhouse property referred to as the "land"; and

WHEREAS, it is the intention of Wolf Run to submit the property to interval ownership and sell and convey the same to various purchasers, subject to the covenants, conditions, restrictions and by-laws provisions, herein now and later provided and reserved to be kept and observed; and

WHEREAS, Wolf Run desires and intends by following this Declaration and the Exhibits attached hereto to submit the property to interval ownership and to impose upon said property mutually beneficial restrictions under a general plan of improvement for the benefit of said property and the owners thereof.

NOW THEREFORE, Wolf Run does hereby publish and declare that all the property referred to above and as set out and described on the Exhibits hereto is held and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved as Interval Ownership units and approved subject to the following covenants, conditions, restrictions, uses, limitations, declarations and obligations, all of which are declared and agreed to in furtherance of a plan for the improvement of said property and the divisions thereof into townhouse units (hereinafter defined) and the same shall be deemed to run with the land and shall be binding upon Wolf Run, its successors, grantees and assigns, and any persons acquiring or owning an interest in the property, their grantees, and successors, heirs, devisees, assigns and personal representatives.

I.
Definitions

As used in this Declaration of Interval Ownership, and By-laws and Exhibits attached hereto, and all amendments thereof, unless the contracts otherwise provide, the following definitions shall prevail:

A. Declaration of Interval Ownership means this instrument as it now exists and may, from time to time, be amended.

B. Association means Silverwoods Association and it is responsible for the operation of the timesharing unit. During any period when a management agreement is in effect, any rights and responsibilities of the association shall also be the right and responsibility of management firm under said management agreement.

C. By-laws means the by-laws of the association, as they now exist and from time to time are amended.

D. Common expenses means the expenses for which the unit owners are liable as designated by the Association, including but not limited to membership fees, assessments, maintenance fees, which may include capital replacements, taxes, insurance, utilities, maid service, operational cost, sinking fund and other related expenses.

E. Common surplus means the excess of all receipts of the Association over and above the amount of common expenses.

F. Expenses means a share of the funds required for the payment of expenses which, from time to time, are assessed against the unit owners.

G. Townhouse means a house whose sidewalls abut the sidewalls of a house on the adjacent lot. Each owner owns the outside walls of his house and the entire lot is owned by the owners of the house.

H. Unit owner or owner of a unit, means the owner of a townhouse.

I. Wolf Run means Wolf Run Corp., a Pennsylvania Corporation, its successors and assigns.

J. Institutional mortgagee means a bank, savings and loan association, insurance company or union pension fund authorized to do business in the United States of America, an agency of the United States government, a real estate or mortgage investment trust, or a lender generally recognized in the community as an institutional type lender.

K. Mortgage shall mean a deed of trust as well as a mortgage and a Mortgagee shall mean the beneficiary under or holder of a deed of trust as well as a mortgage.

L. Occupant means a person or persons including the owner and any other than the unit owner in possession of the unit.

M. Timesharing documents means this Declaration, the by-laws and all exhibits annexed hereto, as the same may be amended from time to time.

N. Board of administration or board of directors means the representative body responsible for the administration of the association.

O. Interval ownership is a concept whereby units are conveyed for periods of time, the purchaser receiving a dated time period for a period of years, together with a remainder over in fee simple as tenant in common with all other purchasers of unit weeks in such townhouse units in the year 2030.

P. Unit week means a period of ownership in a townhouse committed to interval ownership. Unit weeks are computed as follows: Unit week One is the seven (7) days commencing on the first day in each year as delineated in Exhibit II attached hereto. Unit Week Two is the seven (7) days exceeding additional weeks up to and including Unit Week 52 and are computed in the like manner. Unit Week 52 contains the seven days preceding the end of Unit Week 51 without regard to the month or year. Unit Week 53 contains any excess days. Unit weeks run from 5:00 P.M. on the first day of the period to 10:00 A.M. on the last day of the period or as otherwise amended by Exhibit II.

Q. Common surplus means the excess of all receipts of the association, including but not limited to, assessments, rents, profits and revenues on account of the common element, over and above the common expenses.

R. Timesharing property means and includes the land in a timesharing unit, whether or not contiguous and all improvements thereon and all easements and rights appurtenant thereto, intended for use in connection with the timesharing unit.

S. Assessment means a share of the funds required for payment of expenses, which, from time to time, may be assessed against the owners.

T. Unit or Townhouse Unit refers therein to each of the separate and identified Townhouse buildings delineated in the Survey attached to the Declaration as Exhibit I.

II.
NAME

The name by which thse townhouses are to be identified shall be "Silverwoods".

III.
COMMITTING A UNIT TO INTERVAL OWNERSHIP

A unit shall become a unit committed to Interval Ownership upon the recording of a declaration by Wolf Run which commits said unit to interval ownership. No unit may be committed to Interval Ownership by any person, or other entity other than Wolf Run, its successors and assigns. A unit will no longer be committed to Interval Ownership any time all unit weeks are owned by the same legal entity. Notwithstanding the above, Wolf Run may assign its rights to commit units to any other entity to which it conveys substantially all units which it owns in the Townhouse property.

IV.
IDENTIFICATION OF UNITS

The Townhouse property consists essentially of all units and other improvements as set forth in Exhibit I attached hereto and for purpose of identification, all units located on said Townhouse property are given identifying numbers and are delineated on the Survey Exhibits, collectively identified as "Exhibit I", hereto attached and made a part of this Declaration. No unit bears the same identifying number as does any other unit. The aforesaid identifying number as to the unit is also the identifying number as to the Townhouse parcel. The said Exhibit I, also contains a survey of the land, graphic description of the improvements, and a plot plan and, together with this Declaration, they are in sufficient detail to identify the location, dimensions and size of the common elements and of each unit, as evidenced by the Certificate of the Registered Land Surveyor hereto attached. The legend and notes contained with the said Exhibit are incorporated herein and made a part hereof by reference.

Notwithstanding anything to the contrary, Wolf Run reserves the right to amend the Survey Exhibits, for a period of ten (10) years, by adding additional real property and Townhouse Units to this Declaration of Interval Ownership, stated in Article XVIII hereof. If any such property is added, it shall be located within that real property generally known as Treasure Lake development, Clearfield County, Pennsylvania.

V.
IDENTIFICATION OF UNITS COMMITTED TO INTERVAL OWNERSHIP

Wherever the term "Unit Owner" or "Unit Owners" is used anywhere within the context of this Declaration or any Amendment or Supplementary Declaration hereto, it shall be construed to include all owners of unit weeks within any unit committed to interval ownership as one unit owner.

VI.
VOTING RIGHTS

Each interval owner shall be entitled to one vote for each Unit Week owned. An interval owner may vote by means of a proxy.

VII.
COMMON EXPENSE AND COMMON SURPLUS

The common expenses of the Townhouses, shall be shared by the unit owners, including the obligation of each unit owner under the Management Agreement attached hereto as Exhibit III. The foregoing equal ratio of sharing common expenses and assessments shall remain, regardless of the purchase price of the Townhouse, their location or the building square footage included in each Townhouse.

Any common surplus of the association shall be owned by each of the unit owners in the same equal proportions, any common surplus being the excess of all receipts of the Association from the Townhouses, over the amount of the common expenses of the Townhouses.

VIII.
MAINTENANCE FEE FOR UNITS COMMITTED TO INTERVAL OWNERSHIP

All owners of Unit Weeks in Units committed to Interval Ownership shall pay a "maintenance fee". The maintenance fee shall include the following:

The particular Unit Week Owner's share of common expenses, as set forth in Paragraph VII above;

Repair and upkeep of Units for normal wear and tear (example - repainting interior walls);

Repair and replacement of furniture, fixtures, appliances, carpeting and utensils;

Casualty and/or liability insurance on the Unit;

Capital expenditures

Utilities for the subject Unit;

Personal property, real estate, and any other applicable taxes;

Any other expenses incurred in the normal operations and maintenance of the Unit which cannot be attributed to a particular Unit Week Owner. (For example - management fee)

The maintenance fee shall be prorated among all Owners of Unit Weeks. The foregoing shall not apply to any Unit Week conveyed to the Association. Resort or its designated assignee shall have the right to levy a lien for any unpaid fees, dues, and assessments and taxes.

IX.
MAINTENANCE WEEK IN UNITS COMMITTED TO INTERVAL OWNERSHIP

Upon conveying fifty-one (51) Unit Weeks in any Unit committed to Interval Ownership, or six (6) months from the date of the first conveyance under Interval Ownership in any Unit committed to Interval Ownership, whichever date comes first, Wolf Run shall have the right to choose the Unit Week(s) to be so conveyed. In the event any one person, or other legal entity becomes holder of record title to all unit weeks in any one unit that person, or other legal entity, may cause the Association to convey said unit weeks conveyed to the Association to it by notifying the Association, in writings, of its desire that said unit cease being a unit committed to interval ownership. The Association shall execute the necessary papers to complete said conveyance no later than sixty (60) days after notice. All expenses of said conveyance, including state stamps and recording fees, shall be borne by the person, or other legal entity, desiring such conveyance.

X.
METHOD OF AMENDMENT OF DECLARATION

This Declaration may be amended at any regular or special meeting of the Unit Owners, called and convened in accordance with the By-Laws, by the affirmative vote of Voting Members present or by proxy casting not less than fifty-one percent (51%) of the total vote.

All Amendments shall be recorded and certified. Subject to the provisions of Article VII, no Amendment shall change any Townhouse Unit's proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any Unit, unless the record Owners(s) thereof, and all record Owners of mortgages or other voluntarily placed liens thereon, shall join in the execution of the Amendment. No Amendment shall be passed which shall impair or prejudice the rights and priorities of any mortgages or change the provisions of this Declaration with respect to Institutional Mortgages without the written approval of all Institutional Mortgages of record, nor shall the provisions of Article XV of this Declaration be changed without the written approval of all Institutional Mortgagees of record.

No amendment shall change the rights and privileges of Wolf Run without Wolf Run's written approval.

Wolf Run, so long as it owns more than twenty-five percent (25%) of the Townhouses or Unit Weeks in the Townhouse, reserves the right at any time to amend the Declaration, as may be required by any lending institution or public body or in such manner as Wolf Run may determine to be necessary to carry out the purposes of the project provided that such Amendment shall not increase the proportion of common expenses borne by the Townhouse Owners.

XI.
BY-LAWS

The operation of the Townhouse property shall be governed by the By-Laws of the Association. (Exhibit IV)

No modification of or Amendment to the By-Laws of said Association shall be valid unless set forth in or annexed to a duly recorded Amendment to this Declaration. The By-Laws may be amended in the manner provided for therein, but no Amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any Townhouse, or which would change the provision of the By-Laws with respect to Institutional Mortgages without the written approval of all Institutional Mortgagees of record. No Amendment shall change the rights and privileges of Wolf Run without Wolf Run's written approval. Any Amendment to the By-Laws, as provided herein, shall be executed by the parties as required in this Article and in Article X above.

XII.
THE OPERATING ENTITY

The operating entity of the Townhouses shall be the Association. The said association upon agreement of its board of directors shall have the right to assign its obligations of management, maintenance and collection of common expenses and all the other management functions of the association to an acceptable management agent. The said association, or its designated assignee shall have all the powers and duties granted to or imposed upon it by this Declaration and the By-Laws of the Association, and all of the powers and duties necessary to operate the Townhouses, as set forth in this Declaration and the By-Laws, and as they may be amended from time to time.

XIII.
Maintenance Fees, Assessments, Membership Fees, Recreation Fee

Maintenance Fees.

The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sum or sums necessary and adequate as maintenance fees to provide for the common expenses of the Townhouse. The maintenance fees shall be levied against each Townhouse Unit Owner as provided for in Article VII of this Declaration. The maintenance fee shall be due and payable annually (if the interval ownership is not financed by seller). Maintenance fees are due and payable monthly on installment transactions. Due dates shall be determined by the Board of Directors of Silverwoods Association or its designated assignee. Maintenance fees that are unpaid for over ten (10) days after due shall bear interest at the rate of ten percent (10%) per annum from due date until paid, and at the sole discretion of the Board of Directors, a late charge of twenty five dollars shall be due and payable. Monthly bills for the same shall not be mailed and delivered to Unit owners. Maintenance fees for units committed to interval ownership shall be due and payable annually or as determined by the association.

Assessments.

Assessments for emergency purposes upon showing of good cause, may also be levied by the association through its Board of Directors. This assessment shall be due and payable as determined by the Board of Directors of Silverwoods Association or as designated assignee.

Assessments that are unpaid for over ten (10) days after due shall bear interest at the rate of ten percent (10%) per annum from due date until paid, and at the sole discretion of the Board of Directors, a late charge of twenty five dollars shall be due and payable. Assessments for emergency purposes may also be levied by the Association by its Board of Directors. The assessments shall be due and payable as determined by the Board of Directors of the Association.

Membership Fee.

The membership fee is that fee levied against the interval owner in exchange for the use of any amenities controlled by Treasure Lake Property Owners Association, Inc. This fee is contained in the amount that the interval owner pays to Silverwoods Association which in turn pays that portion of fee on behalf of the interval owner.

The Association, or its designated assignee shall have a lien on each Townhouse Unit Week for unpaid assessments, maintenance fee and membership fee together with interest thereon, against the Unit Owner of such Townhouse, together with a lien on all tangible personal property located within said Unit, except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record. Reasonable attorneys' fees incurred by the Association incident to the collection of such assessments, maintenance fee and membership fee or the enforcement of such lien, together with all sums advanced and paid by the Association for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association, in order to preserve and protect its lien, shall be payable by the Unit Owner and secured by such lien. The Board of Directors, may take such action as it deems necessary to collect assessments, maintenance fee and membership fee by personal action or by enforcing and foreclosing said lien, and may settle and compromise the same if deemed in its best interest. Said lien shall be effective as and in the manner provided for by law. The Association, shall be entitled to bid at any sale held pursuant to a suit to foreclose such lien, and to apply as a cash credit against its bid, all sums due, as provided herein, covered by the lien enforced. In case of such foreclosure, the Unit Owner shall be required to pay a reasonable rental for the Townhouse for the period of time said Townhouse is occupied by the Unit Owner or anyone by, through or under said Unit Owner, and Plaintiff in such foreclosure shall be entitled to the appointment of a Receiver to collect same from the Unit Owner and/or Occupant.

In the case of a lien against an Owner of Unit Weeks in a Unit committed to Interval Ownership, said lien shall be limited to the Unit Weeks owned by said Owner and shall not encumber the property, real or personal, of any other Owner of Unit Weeks in said Unit.

Where the Mortgagee of an Institutional First Mortgage of record, or other purchaser of a Townhouse, obtains title to a Townhouse as a result of foreclosure of the Institutional First Mortgage, or when an Institutional First Mortgagee of record accepts a Deed to said Townhouse in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the shares of maintenance fees or assessments by the Association pertaining to such Townhouse, or chargeable to the former Unit Owner of such Townhouse, which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such Deed in lieu of foreclosure. Such unpaid share of maintenance fees or assessments shall be deemed to be common expenses collectible from all of the Unit Owners, including such acquirer, his successors and assigns.

Any person who acquires an interest in an Unit, except through foreclosure of an Institutional First Mortgage of record, or by virtue of an Institutional First Mortgagee accepting a Deed to a Townhouse in lieu of foreclosure, as specifically provided hereinabove including, without limitation, persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy of the Unit or enjoyment of the Common Elements until such time as all unpaid assessments and maintenance fee due and owing by the former Unit Owners have been paid. The Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments and maintenance fee to Wolf Run, or to any Unit Owner or group of Unit Owners, or to any third party.

Recreation Fee

The recreation fee is that fee levied against the interval owner in exchange for use of any amenities owned by Recreation Land Corporation. This fee is contained in the amount that the Interval Owner pays to Silverwoods Association which in turn pays that portion of the fee on behalf of the interval owner. A Unit Owner, Unit Owner's spouse and Unit Owner's children, age 25 years and under living at home, shall be entitled to year around use of the recreational facilities.

Failure of an interval owner to pay any fee or assessment may preclude said interval owner from the use of any recreational facilities.

XIV.
INSURANCE PROVISIONS

I. **Insurance**

A. **Purchase of Insurance:** The Association shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance insuring all of the insurable improvements within the Townhouse, together with such other insurance as the Association deems necessary in and for the interest of the Association, all Unit Owners and their Mortgagees as their interest may appear, in an amount which shall be equal to the maximum insurable replacement value as determined annually; and the premiums for such coverage and other expenses in connection with said insurance shall be assessed against the Unit Owners as part of the common expense. The named insured shall be the Association, individually and as Agent for the Unit Owners, without naming them, and as Agent for their Mortgagees.

Provision shall be made for the issuance of Mortgagee endorsements and memoranda of insurance to the Mortgagees of Unit Owners. Such policies shall provide that payments for losses thereunder by the insurer shall be made to the insurance trustee hereinafter designated, and all policies and endorsements thereon shall be deposited with the insurance trustee. Unit owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense.

B. **Coverage:**

(1) Casualty. All Townhouse buildings shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and all personal property included in the Townhouse shall be insured for its value, all as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:

(a) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and

(b) Such other risks as from time to time shall be customarily covered with respect to Townhouses including but not limited to vandalism and malicious mischief.

(2) Public Liability in such amounts and with such coverages, if available, as shall be required by the Board of Directors of the Association and with cross liability and endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner.

(3) Insurance on Units Committed to Interval Ownership. The Board of Directors of the Association, shall obtain casualty and liability insurance, as needed, on all Units committed to Interval Ownership. Each such policy shall reflect the respective interest of the Association, and all Owners of Unit Weeks in each Unit. Casualty insurance shall be in an amount equal to the maximum insurable replacement value of the Unit and the personal property therein without deduction for depreciation as determined annually by the Board of Directors of the Association: The premiums shall be a part of the maintenance fee. All losses thereunder shall be payable to the Insurance Trustee hereinafter designated. All such proceeds shall be used for the purpose of repair or replacement of any loss, or in the event such loss is not to be repaired or replaced, as determined elsewhere, to be divided among all Owners of Unit Weeks in such Unit in accordance with their percentage interest in remainder. Any deficit or overage in such proceeds, after repair or replacement, shall be divided among all such Owners of Unit Weeks in that Unit. Deficits shall be treated as a prorated assessment and billed to each Unit Owner.

(4) Workmen's Compensation policy to meet the requirements of law.

(5) Such other Insurance as the Board of Directors of the Association shall determine from time to time desirable.

C. **Premiums:** Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

D. **Insurance Trustee; Shares of Proceeds:** All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their Mortgagees, as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the insurance trustee, which shall be designated by the Board of Directors and which shall be any bank or trust company in Pennsylvania. The insurance trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein and for the benefit of the Unit Owners and their Mortgagees in the following shares, but which shares need not be set forth on the records of the insurance trustee:

(1) Townhouses. Proceeds on account of damage to Units shall be held in the following undivided shares:

(a) When the Building is to be Restored - For the Owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner, which cost shall be determined by the Association.

(b) When the Building is Not to be Restored - A share for each Unit Owner, equal to the percentage of ownership of Unit Weeks owned against the total number of Unit Weeks committed to Interval Ownership of that particular Townhouse.

(2) Mortgagees. In the event a mortgage endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the Mortgagee and the Unit Owner as their interests may appear; provided, however, that no Mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no Mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions thereof made to the Unit Owner and Mortgagee pursuant to the provisions of this Declaration.

E. **Distribution of Proceeds:** Proceeds of insurance policies received by the insurance trustee shall be distributed to or for the benefit of the beneficial Owners in the following manner:

(1) Expense of the Trust. All expenses of the insurance trustee shall be first paid or provision made therefor.

(2) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial Owners. Remittance to Unit Owners and their Mortgagees being payable jointly to them. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by such Mortgagee.

(3) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds, shall be distributed to the beneficial Owners, remittances to Unit Owners and their Mortgagees being payable jointly to them. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by such Mortgagee.

(4) Certificate. In making distribution to Unit Owners and their Mortgagees, the insurance trustee may rely upon a certificate of the Association made by its President and Secretary as to the names of the Unit Owners and their respective shares of the distribution.

F. **Association as Agent:** The Association is hereby irrevocably appointed Agent for each Unit Owner and for each Owner of a mortgage or other lien upon a Unit and for each Owner of any other interest in the Townhouse to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

G. **Notice of Insurance Coverage:** In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owners, the Association will give Notice of the exposure within a reasonable time to all Unit Owners who may be exposed to the liability and they shall have the right to intervene and defend.

Association, shall have the right to proceed in a Court of equity for an injunction to seek compliance with the provisions hereof. In lieu thereof and in addition thereto, the Association shall have the right to levy an assessment against the Owner of a Townhouse Unit, and the Unit, for such necessary sums to remove any unauthorized addition or alteration and to restore the property to good condition and repair. Where said failure, alteration, addition, or other violation is attributable to an Owner of Unit Weeks in a Townhouse Unit committed to Interval Ownership, any such levy of an assessment shall be limited to the Unit Weeks owned by said Owner of Unit Weeks and shall be of no force and effect as to any other Owner of Unit Weeks in said Unit.

Said assessment shall have the same force and effect as all other special assessments. The Association, shall have the further right to have its employees or agents, or any subcontractors appointed by it, enter a Unit at all reasonable times to do such work as is deemed necessary by the Board of Directors of the Association, to enforce compliance with the provisions hereof.

F. The Association, shall determine the exterior color scheme, and interior color scheme of the Townhouses, and shall be responsible for the maintenance thereof, and no Owner shall paint an exterior wall, door, window, or any exterior surface, or replace anything thereon or affixed thereto, without the written consent of the Board of Directors of the Association.

G. Notwithstanding the Unit Owner's duty of maintenance, repair, replacement and the other responsibilities as to his Unit, as is provided in this Declaration and Exhibits attached thereto, the Association, may enter into an Agreement with such firms or companies as it may determine to provide certain services and/or maintenance and service are provided on a regularly scheduled basis for air conditioning maintenance and service and appurtenances thereto, exterminating services and other types of maintenance and services as the Association deems advisable and for such period of time and on such basis as it determines. Said Agreements shall be on behalf of all Unit Owners and the monthly assessment due from each Unit Owner for common expenses shall be increased by such sum as the Association deems fair and equitable under the circumstances in relation to the monthly charge for said maintenance or service. Each Unit Owner shall be deemed a party to said Agreement as if he had executed said Agreement as the Agent for the Unit Owners. The aforesaid Assessment shall be deemed to be an assessment under the provisions of Article XIV of this Declaration.

XVII.
TERMINATION

It is understood that in the year 2030, the purchasers of Townhouses committed to Interval Ownership shall become tenants in common. The Board of Directors of the Association shall, no less than 30 days, nor more than 60 days prior to the actual date of such conversion to tenancy in common, call a meeting of all Owners of Unit Weeks in Townhouses committed to Interval Ownership. At such meeting, a vote shall be taken to decide the disposition of the Units committed to Interval Ownership. A quorum at such meeting shall be a majority of the total outstanding votes of all Owners of Unit Weeks in Townhouse committed to Interval Ownership. At such meeting the owners, or proxy votes of owners by a majority vote, may vote to continue their intervals, in which case the restrictive covenants set forth below will be adopted as covenants running with the land for a period of ten (10) years. The Board of Directors of the Association shall, no less than 30 days, nor more than 60 days prior to the actual expiration of said ten year period, call a meeting of all Owners of Unit Weeks in Units committed to Interval Ownership. A quorum at such meeting shall be a majority of the total outstanding votes of all Owners of Unit Weeks in Units committed to Interval Ownership. The Owners may then vote to continue the intervals for an additional 10 year period. This process shall be repeated as the end of each successive 10 year period approaches. Should less than a majority of the Owners vote to continue the intervals at any such meeting, then the Board of Directors of the Association shall file suit in a Court of competent jurisdiction in Clearfield County, Pennsylvania, for partition of the Townhouses.

In the event the Owners vote to continue their Unit Weeks as provided above, then each Owner shall have the exclusive right to occupy his Townhouse, (and, in the case of Developer, during all Unit Weeks not theretofore conveyed, and to authorized others so to do, together with the non-exclusive right in common with all other Owners, but only when acting through the Association) to maintain and repair the Units during maintenance weeks. No Owner shall occupy his Unit, or exercise any other rights of Ownership in respect of his Townhouse other than the rights herein provided to him, during any other Unit Weeks unless expressly so authorized by the Owner entitled to occupy the Unit during such Unit Weeks or during any maintenance week except when acting through the Association. Each Owner shall keep his Townhouse and all furnishings in good condition and repair during his Unit Weeks, vacate the Townhouse at the expiration of his Unit Weeks, remove all persons and property therefrom excluding only furnishing, leave the Unit in good and sanitary condition and repair, and otherwise comply with such reasonable checkout and other procedures as may from time to time be contained in rules promulgated by the Association.

No Owner or other person or entity acquiring any right, title or interest in an Townhouse Unit shall seek or obtain through any legal procedures, judicial partition of the Unit or sale of the Unit in lieu of partition at any date prior to the expiration of each successive ten (10) year period voted by a majority of Owners. If, however, any Unit Weeks shall be owned by two or more persons as tenants-in-common or as joint tenants, nothing herein contained shall prohibit a judicial sale of the Unit Weeks in lieu of partition as between such co-tenants or joint tenants.

XVIII.
MANAGEMENT AGREEMENT

Wolf Run hereby reserves for itself, its successors and assigns, the right in its sole discretion to expand the project at any time for a period of ten (10) years by adding additional property to the property submitted to this Declaration. In the event the project is expanded in this manner to include additional Units, the Unit Owners of Townhouse Units so added shall mandatorily become members of the Association, and each such Unit Owner shall have one (1) vote for each Unit Week he owns. All other rights of use and enjoyment vested in Owners by this Declaration shall also be vested in such additional Owners. This change will be accompanied by an increase in the Common Expenses; however, the number of Unit Owners sharing such Common Expenses will also be increased, and together these factors shall be considered by the Board of Directors in fixing and determining the payment of the Common Expenses as said Common Expenses shall be set forth in Exhibit III to this Declaration, as amended. The Unit Owners in the Units so added shall be subject to all of the terms, restrictions, covenants, and conditions of this Declaration, the Restrictions, the By-laws, and any rules and regulations that may be promulgated, as each may be amended from time to time.

The additions authorized under this Article shall be made by filing of record in the Recorder's Office for Clearfield County, Pennsylvania, a Supplemental to this Declaration of Interval Ownership with respect to such additional property which shall extend the operation and effect of the terms, restrictions, covenants and conditions of this Declaration to such additional property. The Supplemental Declaration may contain such complementary additions and modifications of the terms, restrictions, covenants and conditions contained in this Declaration as may be necessary or convenient, in the sole judgment of Wolf Run, to reflect and adapt to any difference in character of the added properties, and as are not inconsistent with the general scheme of this Declaration.

XIX.
MANAGEMENT AGREEMENT

A. Silverwoods Association has entered into a Management Agreement. (Exhibit III)

from selling, reconveying, or any other way, transferring same, at any time under said plan of Interval Ownership.

B. **Prohibited Acts:** The Unit Owner shall not permit or suffer anything to be done or kept in his Unit which will increase the rate of insurance in the Townhouse property, or which will obstruct or interfere with the rights of other Unit Owners, or annoy them by unreasonable noises, or otherwise, nor shall the Unit Owners commit or permit any nuisance, immoral or illegal acts in or about the Townhouse property.

C. **Animals or Pets:** No animals or pets of any kind shall be kept in any unit or on any property of the townhouse except subject to some Rules and Regulations as may be adopted by the Board of Directors for the keeping of said pets; provided that such house pets causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property subject to these restrictions upon three (3) days written notice from the Management Firm or the Board of Directors of the Association. Once permission is granted, as provided in this paragraph, it may not be withdrawn or terminated unless such house pet has caused or created a nuisance or unreasonable disturbance as provided in this paragraph.

D. **Restrictions on Alterations:** The Owner of a Unit shall not cause anything to be affixed or attached to, hung, displayed or placed, on the exterior walls, doors or windows of the Townhouse, nor shall they cause any type of ground coverage to be installed nor shall they grow any type of plant, shrubbery, flower, vine or grass outside their Unit, nor shall they cause awnings or storm shutters, screens, enclosures and the like to be affixed or attached to any Units, nor shall they place any furniture or equipment outside their Unit except with the prior written consent of the Board of Directors and further, when approved, subject to the Rules and Regulations adopted by the Board of Directors. No clothes lines or similar device shall be allowed on any portion of the Townhouse property, nor shall clothes be hung anywhere except where designated by the Board of Directors of the Association.

E. **Holdover Interval Owners:** In the event any Owner of a Unit Week in a Townhouse committed to Interval Ownership fails to vacate his Unit at the expiration of his period of Ownership each year, or at such earlier time as may be fixed by the Rules and Regulations adopted by the Association from time to time, he shall be deemed a "holdover owner". It shall be the responsibility of the Association to take such steps as may be necessary to remove such holdover Owner from the Unit, and to assist the Owner of any subsequent Unit Week, who may be affected by the holdover Owner's failure to vacate, to find alternate accommodations during such holdover period.

In addition to such other remedies as may be available to it, the Association or its designated assignee shall secure, as its expense, alternate accommodations for any Owner who may not occupy his Unit due to the failure to vacate of any holdover Owner. Such accommodations shall be as near in value to the Owner's own Unit as possible. The holdover Owner shall be charged a sum equal to three times the cost of such alternate accommodations, any other costs incurred due to his failure to vacate, and an administrative fee of $50.00 per day during his period of holding over. In the event it is necessary that the Association contract for a period greater than the actual period of holding over, in order to secure alternate accommodations as set forth above, the entire period shall be the responsibility of the holdover Owner, although the $50.00 per day administrative fee shall cease upon actual vacating by the holdover Owner.

The Association shall submit a bill to the holdover Owner in accordance with this paragraph. In the event the holdover Owner fails to pay same within ten (10) days of the date of same, a lien shall be filed against said holdover Owner's Unit Weeks in accordance with the provisions of Article XIV hereof.

The above provisions of Article XVI, E, shall not abridge the Association's right to take such other action as is provided by law including, but not limited to, eviction proceedings.

XVI.
MAINTENANCE AND ALTERATIONS

A. The Board of Directors of the Association may enter into a Contract with any firm, person or Corporation, or may join with other Property Owner Associations and entities in contracting for the maintenance and repair of the Townhouse property and other type properties, and may contract or may join with other Property Owner Associations in contracting for the management of the Townhouse property and other type properties, and may delegate to the Contractor or Manager all the powers and duties of the Association, except such as are specifically required by this Declaration, or by the By-Laws, to have the approval of the Board of Directors or the membership of the Association. The Contractor or Manager may be authorized to determine the budget, recommend assessments for emergency purposes and collect maintenance fee, as provided by this Declaration, By-Laws, and exhibits to the Declaration.

B. Each Owner of a Townhouse not committed to Interval Ownership agrees as follows:

(1) To maintain in good condition and repair his Townhouse and all interior and exterior surfaces within or surrounding his Townhouse (such as the surfaces of the walls, ceilings, floors, roofs) and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his Townhouse.

(2) Not to make or cause to be made any structural addition, alteration, decoration, repair, replacement or change to any outside or exterior portion of the building whether within a Unit without the prior written consent of the Board of Directors of the Association.

C. Each Owner of Unit Weeks in a Townhouse committed to Interval Ownership agrees:

(1) To pay his proportionate share of the cost of the maintenance and repair of all interior and exterior components of said Townhouse, the cost of maintenance, repair and replacement of all appliances, furniture, carpeting, fixtures, equipment, utensils, and other personal property within said Unit, and such other cost of repair, maintenance, upkeep and operation of the Unit as is necessary to the continued enjoyment of said Unit by all said Owners of Unit Weeks therein.

(2) Not to make, cause, or allow to be made, any repairs, modifications, alterations, or replacements to the outside or exterior portion of the Townhouses, or of the furnishings, appliances, personal property or decor thereof, without the prior written consent of the Board of Directors of the Association, and all other Owners of Unit Weeks therein.

(3) Expenses of repairs or replacements to the Unit or its components, furnishing, carpeting, appliances, or other property, real, personal, or mixed, occasioned by the specific use or abuse of any Owner of Unit Weeks in any Unit, or any licensee or tenant of said Owner, shall be borne in their entirety by said Owner.

(4) The Association, shall determine the interior color scheme, decor and furnishing, of each such Townhouse, as well as the proper time for redecorating and replacements thereof.

D. All Owners of Townhouses, including Owners of Unit Weeks in Townhouse committed to Interval Ownership, agree as follows:

(1) To allow the Board of Directors, or the agents or employees of any Management Firm or the Association, to enter into any Unit for the purpose of maintenance, inspection, repair, replacement of the improvements within the Units, or to determine in case of emergency, circumstances threatening Units, or to determine compliance with the provisions of this Declaration and the By-Laws of the Association.

(2) To show no signs, advertisements or Notices of any type on his Unit, and to erect no exterior antenna or aerials, except as consented to by the Board of Directors of the Association.

E. In the event the Owner of a Townhouse Unit fails to maintain the said Unit as required herein, or makes any alterations or additions without the required written consent, or otherwise violates or threatens to violate the provisions hereof, the

intended to be a First Mortgage, it shall, nevertheless, for the purpose of this Declaration and Exhibits annexed, be deemed to be an Institutional First Mortgage.

K. Wolf Run specifically disclaims any intent to have made any warranty or representation in connection with the property or the Townhouse documents, except as specifically set forth therein, and no person shall rely upon any warranty or representation not so specifically made therein unless otherwise stated. Maintenance fees, common expenses, taxes or other charges are estimated only, and no warranty, guaranty or representation is made or intended, nor may one be relied upon.

L. Wolf Run Manor Corp. by its execution of this Declaration of the Interval Ownership approves the foregoing and all of the covenants, terms and conditions, duties and obligations of this Declaration of Interval Ownership and Exhibits attached thereto. The Townhouse Unit Owners, by virtue of their acceptance of the Deed of Conveyance as to their Townhouse Unit, and other parties by virtue of their occupancy of Units hereby approve the foregoing and all of the terms and conditions, duties and obligations of this declaration of Interval Ownership and Exhibits attached easements and designate the beneficiaries thereof for such time as it

M. The Interval Conveyance consists of an estate for years, together with a remainder over as tenants in common with all other determines purchasers of Unit Weeks, in each such Townhouse Unit as in its sole discretion, and thereafter, the Association shall be empowered forth in the Deed of Conveyance. No Owner of Unit Weeks in a Unit committed to Interval Ownership shall have the right to separate the estate for years from the remainder interest.

N. The real property submitted to Townhouse Interval Ownership herewith is subject to conditions, limitations, restrictions, reservations, all matter of record, taxes, applicable zoning ordinances now existing or which may herpafter exist, easements for ingress and egress for pedestrian and vehicular purposes. easements for utility service and drainage now existing or hereafter granted by Wolf Run for the benefit of such persons as Wolf Run designates, and the said Wolf Run shall have the right to grant such easements and designate the beneficiaries thereof for such time as it determines in its sole discretion, and thereafter, the Association shall be empowered to grant such easements on behalf of its members. During the period of time that Wolf Run has the right to grant the foregoing easements, said easements shall not structurally weaken the buildings and improvements nor unreasonably interfere with the enjoyment of the Townhouse of the Association's members.

O. In order to insure the Townhouse Complex with adequate and uniform water service Wolf Run shall and hereby reserves the exclusive right to contract for the servicing of said Townhouse and the Unit Owners therein with said services. Pursuant to the foregoing, Wolf Run has, will or may contract with a utility company which may include a municipal or governmental agency or authority for the furnishing of said services and the Association and Unit Owners agree to pay the charges therefor pursuant to and to comply with all of the terms and conditions of said utility Agreement.

P. Leasing or renting of a Townhouse Unit or Unit Weeks within a Townhouse committed to Interval Ownership may be available through Silverwoods Association.

Q. An Interval Owner shall have access to the amenities controlled by Treasure Lake Property Owners Association and Recreation Land provided said Interval Owner is current in his maintenance fees to Silverwoods Association as provided in Article XIII. An Interval Owner is automatically a member of Treasure Lake Property Owners Association and this is subject to the rules regulations and By-Laws of said Property Owners Association.

IN WITNESS WHEREOF, WOLF RUN MANOR CORP. has executed this instrument on this the 16th day January, 1984.

WOLF RUN MANOR COR

BY _____
WILLIAM F. RANDOLPH (PRESIDENT)

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

Personally appeared before me, the undersigned authority, a Notary Public, in and for said State and County, WILLIAM F. RANDOLPH who upon oath, acknowledged himself to be PRESIDENT of Wolf Run Manor Corp., (Clearfield County, Pennsylvania), a corporation, th within named bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within and foregoing instrumer for the purposes therein contained by signing the name of the corporation by himself, is President, he being authorized to do so as President c said Corporation.

WITNESS my hand and official seal of office on this the 16th day of January, 1984.

Patricia A Springborn
Notary Public

My commission expires May 11, 1984

PATRICIA A. SPRINGBORN
NOTARY PUBLIC
COMMONWEALTH OF PENNSYLVANIA

The association has delegated to the management firm the power of the Association, through its Board of Directors, to determine the budget, levy and collect the maintenance fee for common expenses; assess and collect assessment; and monitor the collection of membership fees. Each Townhouse Unit Owner, his heirs, successors and assigns, shall be bound by said Management Agreement for the purposes therein expressed, including, but not limited to:

(1) Adopting, ratifying, confirming and consenting to the execution of said Management Agreement by the Association.

(2) Covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by Unit Owners in the cases provided therefor in said Management Agreement.

(3) Ratifying, confirming and approving each and every provision of said Agreement, and acknowledging that all of the terms and provisions thereof are reasonable.

(4) Agreeing that the persons acting as Directors and Officers of the Association entering into such an Agreement have not breached any of their duties or obligations to the Association.

(5) It is specifically recognized that some or all of the persons comprising the original Board of Directors of the Association, are or may be stockholders, Officers and Directors of the Management Firm, and that such circumstances shall not and cannot be construed or considered as a breach of their duties and obligations to the Association, nor as possible grounds to invalidate such Management Agreement, in whole or in part.

(6) The acts of the Board of Directors and Officers of the Association in entering into the Management Agreement be and the same are hereby ratified, approved, confirmed and adopted.

XIX.
MISCELLANEOUS PROVISIONS

A. No Owner of a Townhouse may exempt himself from liability for his contribution toward the common expenses or, in the case of an Owner of Unit Weeks in a Townhouse committed to Interval Ownership, the maintenance or membership fee, by waiver of the use and enjoyment of the recreation facilities, or by the abandonment of his Townhouse.

B. The Owners of each and every Townhouse shall return the same for the purpose of ad valorem taxes with the Tax Assessor of the County wherein the Townhouse is situate, or for such other future legally authorized governmental Officer or authority having jurisdiction over same. Nothing herein shall be construed, however, as giving to any Unit Owner the right of contribution or any right of adjustment against any other Unit Owner on account of any deviation by the taxing authorities from the valuation herein prescribed, each Unit Owner to pay ad valorem taxes and special assessments as are separately assessed against his Townhouse.

In the event the Tax Assessor does not break down ad valorem taxes on a townhouse committed to interval ownership among the various owners of Unit Weeks therein, or it is determined by the Association, that it is in the best interests of said owners to do so, the Association, shall return the same and prorate the ad valorem taxes among the various owners of unit weeks in each particular unit, on the same basis as the maintenance fee, collecting said taxes as part of the maintenance fee, and paying same to the Tax Assessor. Should any owner fail to pay his share of the ad valorem taxes through the maintenance fee, the Association, shall have the right and the power to pay same and to levy an assessment against the owner for the unit weeks owned by said owner, which assessment shall have the same force and effects as all other special assessments.

For this purpose of ad valorem taxation, the interest of the Owner of a "Townhouse" his "Townhouse", shall be considered a Unit.

C. All provisions of this Declaration and Exhibits attached hereto, and Amendments, thereof, shall be construed as covenants with the land, and of every part thereof and interest therein, including but not limited to every Unit and the appurtenances thereto, and every Unit Owner and Occupant of the property, of any part thereof, or of any interest therein and his heirs, executors, administrators, successors and assigns, shall be bound by all of the provisions of said Declaration and Exhibits hereto and any Amendments thereof.

D. If any of the provisions of this Declaration or of the By-Laws, or any section, clause, phrase, word, or the application thereof, in any circumstance, is held invalid the validity of the remainder of this Declaration, the By-Laws, and of the application thereof, of any such provision, action, sentence, clause, phrase or word, in other circumstances, shall not be affected thereby.

E. Whenever Notices are required to be sent hereunder, the same may be delivered to Unit Owners either personally or by mail, addressed to such Unit Owners at their place or residence on file with the Association from time to time. Proof of such mailing or personal delivery by the Association or any Management Firm shall be given by the Affidavit of the person mailing or personally delivering said Notices. Notices to the Association shall be delivered by mail to the Secretary of the Association, or the President of the Association, or to any member of the Board of Directors of the Association. The change of the mailing address of any party as specified herein shall not require an Amendment to this Declaration.

Notices to Wolf Run shall be delivered by mail at: P.O. Box 687, DuBois, Pennsylvania 15801.

All Notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written Notice, duly receipted for. Notices required to be given the personal representatives of a deceased Owner or devisee, when there is not personal representative, may be delivered either personally or by mail to such party at his or its address appearing in the records of the court wherein the Estate of such deceased Owner is being administered. The change of the mailing address of any party, as specified herein shall not require an Amendment to the Declaration.

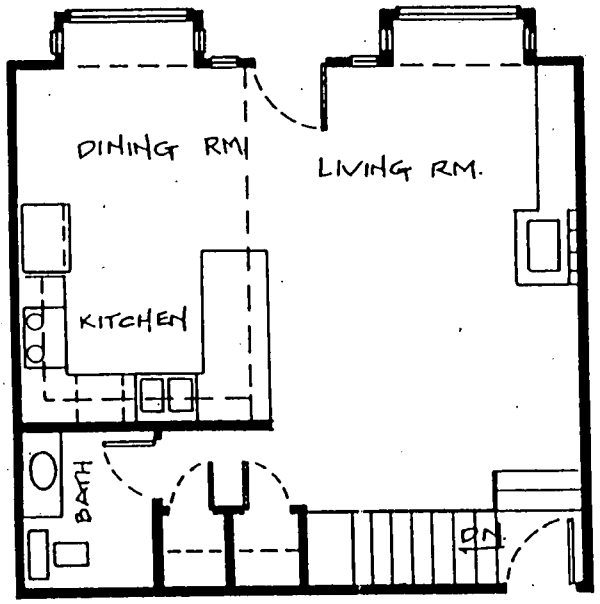
F. Each Unit Owner and the Association shall be governed by and shall comply with this Declaration and the By-Laws attached hereto, as they may exist from time to time. Failure to do so shall entitle the Association or any Unit Owner to recover sums due for damages or injunctive relief or both. Such actions may be maintained by or against a Unit Owner or the Association in a proper case by or against one or more Unit Owners, and the prevailing party shall be entitled to receive reasonable attorney's fees. Such relief shall not be exclusive of other remedies provided by law.

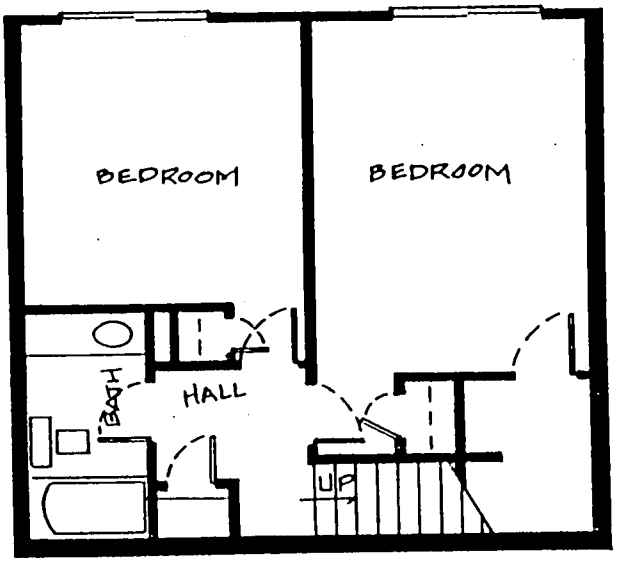
G. Subsequent to the filing of this Declaration, the Silverwoods Association, when authorized by a vote of the majority of the total vote of the members of the Association, and approved by the Owners and holders of Institutional First Mortgages encumbering the Townhouses who represent a majority of the dollar institutionally mortgaged indebtedness against this Townhouse may, together with other Associations and others, purchase and/or acquire and enter into Agreements, from time to time, whereby it acquires leaseholds, memberships, and other possessory of use interests in lands or facilities, whether or not contiguous to the lands of the Townhouse intended to provide for the enjoyment, recreation and other use of benefit of the Unit Owners. The expense of Ownership, rental membership fees, operations, replacements and other undertakings in connection therewith shall be common expenses, together with all other expenses and cost herein or by law defined as common expenses.

H. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and plural shall include the singular. The provisions of the Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Townhouse Interval Ownership.

I. The captions used in this Declaration and Exhibits annexed hereto are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of any of the text of this Declaration or Exhibits hereto annexed.

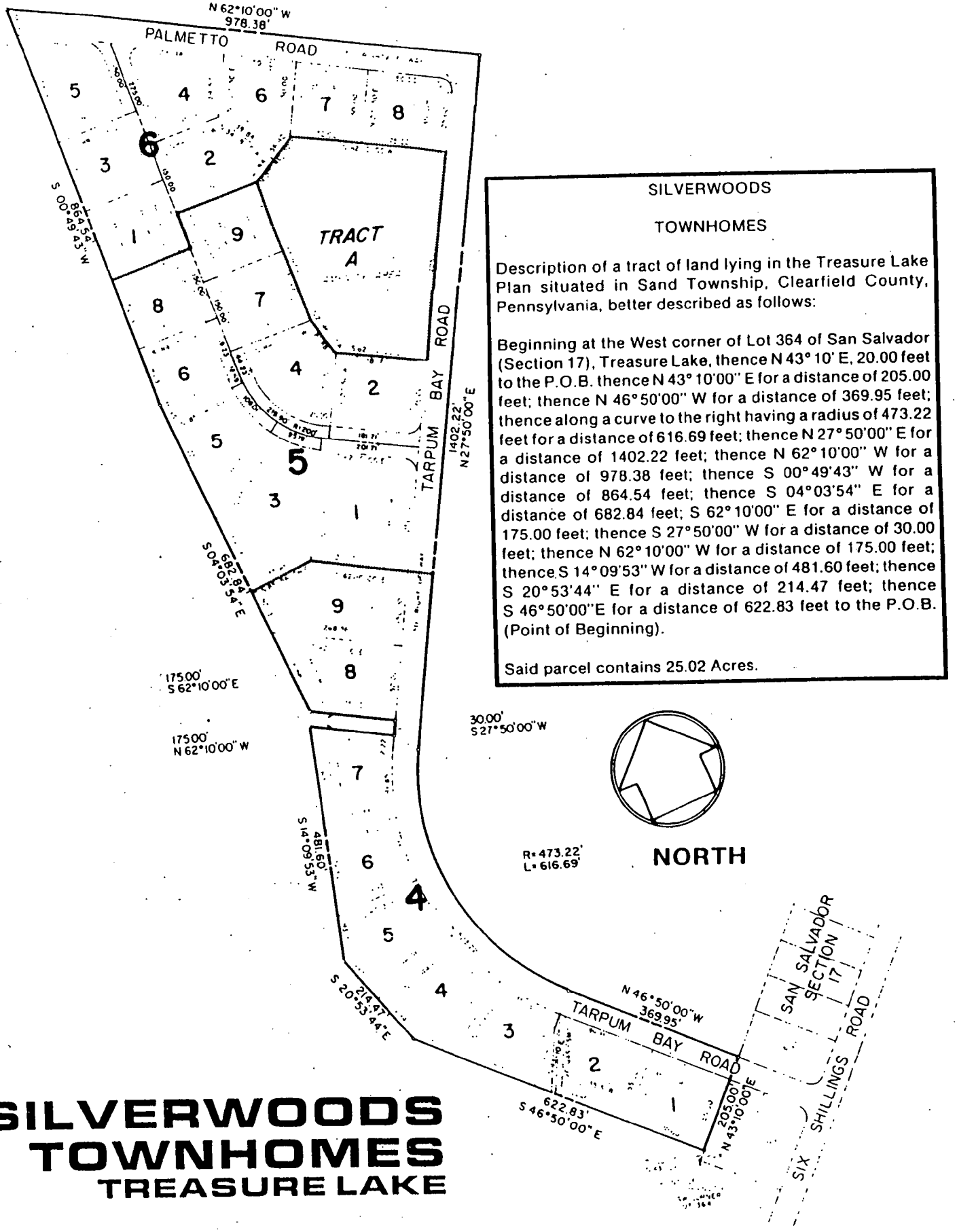
J. Where an Institutional First Mortgage, by some circumstances, fails to be a First Mortgage, but it is evident that it is





TWO BEDROOM "DOWN" UNIT

EXHIBIT I



SILVERWOODS

TOWNHOMES

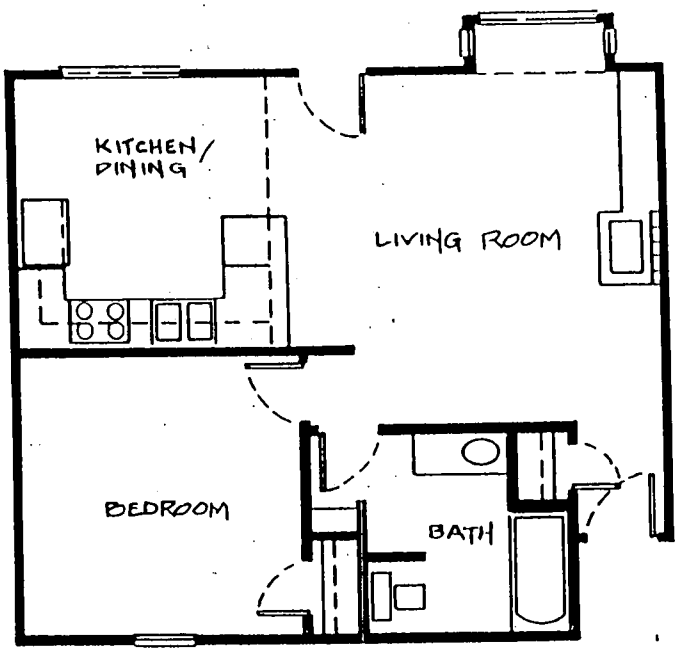
Description of a tract of land lying in the Treasure Lake Plan situated in Sand Township, Clearfield County, Pennsylvania, better described as follows:

Beginning at the West corner of Lot 364 of San Salvador (Section 17), Treasure Lake, thence N 43° 10' E, 20.00 feet to the P.O.B. thence N 43° 10'00" E for a distance of 205.00 feet; thence N 46° 50'00" W for a distance of 369.95 feet; thence along a curve to the right having a radius of 473.22 feet for a distance of 616.69 feet; thence N 27° 50'00" E for a distance of 1402.22 feet; thence N 62° 10'00" W for a distance of 978.38 feet; thence S 00° 49'43" W for a distance of 864.54 feet; thence S 04° 03'54" E for a distance of 682.84 feet; S 62° 10'00" E for a distance of 175.00 feet; thence S 27° 50'00" W for a distance of 30.00 feet; thence N 62° 10'00" W for a distance of 175.00 feet; thence S 14° 09'53" W for a distance of 481.60 feet; thence S 20° 53'44" E for a distance of 214.47 feet; thence S 46° 50'00"E for a distance of 622.83 feet to the P.O.B. (Point of Beginning).

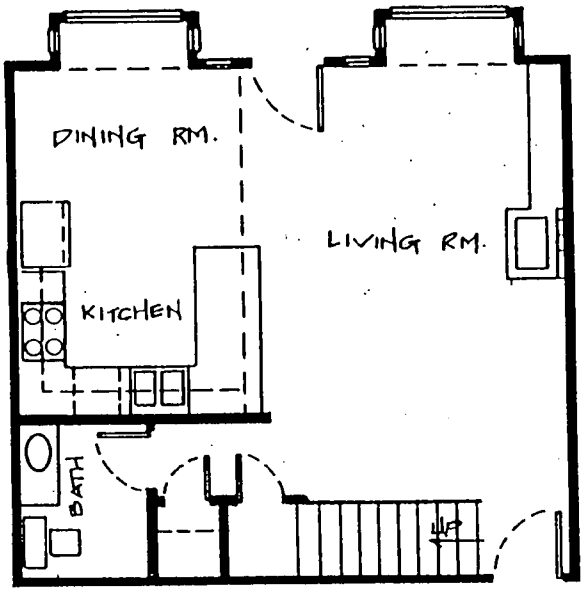
Said parcel contains 25.02 Acres.

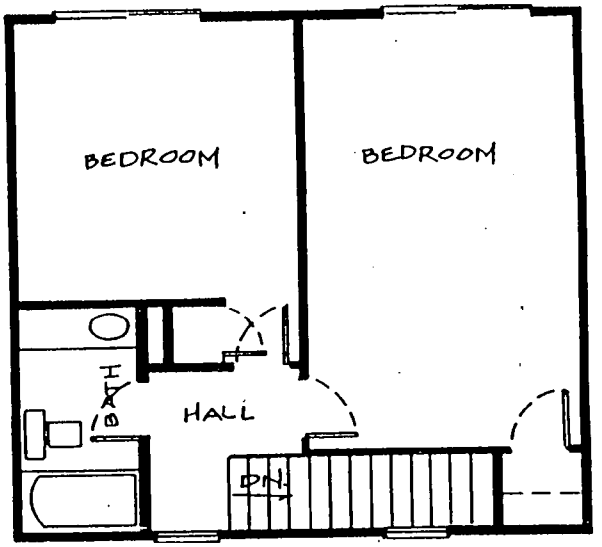
SILVERWOODS TOWNHOMES
TREASURE LAKE

EXHIBIT I



ONE BEDROOM UNIT





TWO BEDROOM "UP" UNIT

EXHIBIT I

INTERVAL OWNERSHIP CALENDAR FOR 50 YEARS
PAGE 2

		1994	1995	1996	1997	1998	1999	2000	2001	2002	2003
1	January	7	6	5	3	2	1	7	5	4	3
2		14	13	12	10	9	8	14	12	11	10
3		21	20	19	17	16	15	21	19	18	17
4		28	27	26	24	23	22	28	26	25	24
5	February	4	3	2	31	30	29	4	2	1	31
6		11	10	9	7	6	5	11	9	8	7
7		18	17	16	14	13	12	18	16	15	14
8		25	24	23	21	20	19	25	23	22	21
9	March	4	3	1	28	27	26	3	2	1	28
10		11	10	8	7	6	5	10	9	8	7
11		18	17	15	14	13	12	17	16	15	14
12		25	24	22	21	20	19	24	23	22	21
13		1	31	29	28	27	26	31	30	29	28
14	April	8	7	5	4	3	2	7	6	5	4
15		15	14	12	11	10	9	14	13	12	11
16		22	21	19	18	17	16	21	20	19	18
17		29	28	26	25	24	23	28	27	26	25
18	May	6	5	3	2	1	30	5	4	3	2
19		13	12	10	9	8	7	12	11	10	9
20		20	19	17	16	15	14	19	18	17	16
21		27	26	24	23	22	21	26	25	24	23
22	June	3	2	31	30	29	28	2	1	31	30
23		10	9	7	6	5	4	9	8	7	6
24		17	16	14	13	12	11	16	15	14	13
25		24	23	21	20	19	18	23	22	21	20
26		1	30	28	27	26	25	30	29	28	27
27	July	8	7	5	4	3	2	7	6	5	4
28		15	14	12	11	10	9	14	13	12	11
29		22	21	19	18	17	16	21	20	19	18
30		29	28	26	25	24	23	28	27	26	25
31	August	5	4	2	1	31	30	4	3	2	1
32		12	11	9	8	7	6	11	10	9	8
33		19	18	16	15	14	13	18	17	16	15
34		26	25	23	22	21	20	25	24	23	22
35		2	1	30	29	28	27	1	31	30	29
36	September	9	8	6	5	4	3	8	7	6	5
37		16	15	13	12	11	10	15	14	13	12
38		23	22	20	19	18	17	22	21	20	19
39		30	29	27	26	25	24	29	28	27	26
40	October	7	6	4	3	2	1	6	5	4	3
41		14	13	11	10	9	8	13	12	11	10
42		21	20	18	17	16	15	20	19	18	17
43		28	27	25	24	23	22	27	26	25	24
44	November	4	3	1	31	30	29	3	2	1	31
45		11	10	8	7	6	5	10	9	8	7
46		18	17	15	14	13	12	17	16	15	14
47		25	24	22	21	20	19	24	23	22	21
48		2	1	29	28	27	26	1	30	29	28
49	December	9	8	6	5	4	3	8	7	6	5
50		16	15	13	12	11	10	15	14	13	12
51		23	22	20	19	18	17	22	21	20	19
52		30	29	27	26	25	24	29	28	27	26
53							31				

EXHIBIT II.

INTERVAL OWNERSHIP CALENDAR FOR 50 YEARS

Interval ownership will start with the first Friday of each calendar year. The second unit week will start on the second Friday of each year, and each unit week thereafter will start the same numbered Friday thereafter. The date shown below is the date in which that unit week starts at 5:00 P.M. and will end at 10:00 A.M. on the date the next unit week begins.

THIS IS A FRIDAY CHECK IN CALENDAR: FOR SATURDAY CHECK IN ADD ONE DAY.

		1984	1985	1986	1987	1988	1989	1990	1991	1992	1993
1	January	6	4	3	2	1	6	5	4	3	1
2		13	11	10	9	8	13	12	11	10	8
3		20	18	17	16	15	20	19	18	17	15
4		27	25	24	23	22	27	26	25	24	22
5	February	3	1	31	30	29	3	2	1	31	29
6		10	8	7	6	5	10	9	8	7	5
7		17	15	14	13	12	17	16	15	14	12
8		24	22	21	20	19	24	23	22	21	19
9	March	2	1	28	27	26	3	2	1	28	26
10		9	8	7	6	4	10	9	8	6	5
11		16	15	14	13	11	17	16	15	13	12
12		23	22	21	20	18	24	23	22	20	19
13		30	29	28	27	25	31	30	29	27	26
14	April	6	5	4	3	1	7	6	5	3	2
15		13	12	11	10	8	14	13	12	10	9
16		20	19	18	17	15	21	20	19	17	16
17		27	26	25	24	22	28	27	26	24	23
18	May	4	3	2	1	29	5	4	3	1	30
19		11	10	9	8	6	12	11	10	8	7
20		18	17	16	15	13	19	18	17	15	14
21		25	24	23	22	20	26	25	24	22	21
22	June	1	31	30	29	27	2	1	31	29	28
23		8	7	6	5	3	9	8	7	5	4
24		15	14	13	12	10	16	15	14	12	11
25		22	21	20	19	17	23	22	21	19	18
26		29	28	27	26	24	30	29	28	26	25
27	July	6	5	4	3	1	7	6	5	3	2
28		13	12	11	10	8	14	13	12	10	9
29		20	19	18	17	15	21	20	19	17	16
30		27	26	25	24	22	28	27	26	24	23
31	August	3	2	1	31	29	4	3	2	31	30
32		10	9	8	7	5	11	10	9	7	6
33		17	16	15	14	12	18	17	16	14	13
34		24	23	22	21	19	25	24	23	21	20
35		31	30	29	28	26	1	31	30	28	27
36	September	7	6	5	4	2	8	7	6	4	3
37		14	13	12	11	9	15	14	13	11	10
38		21	20	19	18	16	22	21	20	18	17
39		28	27	26	25	23	29	28	27	25	24
40	October	5	4	3	2	30	6	5	4	2	1
41		12	11	10	9	7	13	12	11	9	8
42		19	18	17	16	14	20	19	18	16	15
43		26	25	24	23	21	27	26	25	23	22
44	November	2	1	31	30	28	3	2	1	30	29
45		9	8	7	6	4	10	9	8	6	5
46		16	15	14	13	11	17	16	15	13	12
47		23	22	21	20	18	24	23	22	20	19
48		30	29	28	27	25	1	30	29	27	26
49	December	7	6	5	4	2	8	7	6	4	3
50		14	13	12	11	9	15	14	13	11	10
51		21	20	19	18	16	22	21	20	18	17
52		28	27	26	25	23	29	28	27	25	24
53						30					31

EXHIBIT II.

INTERVAL OWNERSHIP CALENDAR FOR 50 YEARS

		2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
1	January	3	2	1	6	5	4	3	1	7	6
2		10	9	8	13	12	11	10	8	14	13
3		17	16	15	20	19	18	17	15	21	20
4		24	23	22	27	26	25	24	22	28	27
5	February	31	30	29	3	2	1	31	29	4	3
6		7	6	5	10	9	8	7	5	11	10
7		14	13	12	17	16	15	14	12	18	17
8		21	20	19	24	23	22	21	19	25	24
9	March	28	27	26	3	2	1	28	26	4	3
10		7	6	4	10	9	8	6	5	11	10
11		14	13	11	17	16	15	13	12	18	17
12		21	20	18	24	23	22	20	19	25	24
13		28	27	25	31	30	29	27	26	1	31
14	April	4	3	1	7	6	5	3	2	8	7
15		11	10	8	14	13	12	10	9	15	14
16		18	17	15	21	20	19	17	16	22	21
17		25	24	22	28	27	26	24	23	29	28
18	May	2	1	29	5	4	3	1	30	6	5
19		9	8	6	12	11	10	8	7	13	12
20		16	15	13	19	18	17	15	14	20	19
21		23	22	20	26	25	24	22	21	27	26
22	June	30	29	27	2	1	31	29	28	3	2
23		6	5	3	9	8	7	5	4	10	9
24		13	12	10	16	15	14	12	11	17	16
25		20	19	17	23	22	21	19	18	24	23
26		27	26	24	30	29	28	26	25	1	30
27	July	4	3	1	7	6	5	3	2	8	7
28		11	10	8	14	13	12	10	9	15	14
29		18	17	15	21	20	19	17	16	22	21
30		25	24	22	28	27	26	24	23	29	28
31	August	1	31	29	4	3	2	31	30	5	4
32		8	7	5	11	10	9	7	6	12	11
33		15	14	12	18	17	16	14	13	19	18
34		22	21	19	25	24	23	21	20	26	25
35		29	28	26	1	31	30	28	27	2	1
36	September	5	4	2	8	7	6	4	3	9	8
37		12	11	9	15	14	13	11	10	16	15
38		19	18	16	22	21	20	18	17	23	22
39		26	25	23	29	28	27	25	24	30	29
40	October	3	2	30	6	5	4	2	1	7	6
41		10	9	7	13	12	11	9	8	14	13
42		17	16	14	20	19	18	16	15	21	20
43		24	23	21	27	26	25	23	22	28	27
44	November	31	30	28	3	2	1	30	29	4	3
45		7	6	4	10	9	8	6	5	11	10
46		14	13	11	17	16	15	13	12	18	17
47		21	20	18	24	23	22	20	19	25	24
48		28	27	25	1	30	29	27	26	2	1
49	December	5	4	2	8	7	6	4	3	9	8
50		12	11	9	15	14	13	11	10	16	15
51		19	18	16	22	21	20	18	17	23	22
52		26	25	23	29	28	27	25	24	30	29
53				30					31		

EXHIBIT II.

INTERVAL OWNERSHIP CALENDAR FOR 50 YEARS

		2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
1	January	2	7	6	5	4	2	1	7	6	4
2		9	14	13	12	11	9	8	14	13	11
3		16	21	20	19	18	16	15	21	20	18
4		23	28	27	26	25	23	22	28	27	25
5	February	30	4	3	2	1	30	29	4	3	1
6		6	11	10	9	8	6	5	11	10	8
7		13	18	17	16	15	13	12	18	17	15
8		20	25	24	23	22	20	19	25	24	22
9	March	27	4	3	2	29	27	26	4	2	1
10		5	11	10	9	7	6	5	11	9	8
11		12	18	17	16	14	13	12	18	16	15
12		19	25	24	23	21	20	19	25	23	22
13		26	1	31	30	28	27	26	1	30	29
14	April	2	8	7	6	4	3	2	8	6	5
15		9	15	14	13	11	10	9	15	13	12
16		16	22	21	20	18	17	16	22	20	19
17		23	29	28	27	25	24	23	29	27	26
18	May	30	6	5	4	2	1	30	6	4	3
19		7	13	12	11	9	8	7	13	11	10
20		14	20	19	18	16	15	14	20	18	17
21		21	27	26	25	23	22	21	27	25	24
22	June	28	3	2	1	30	29	28	3	1	31
23		4	10	9	8	6	5	4	10	8	7
24		11	17	16	15	13	12	11	17	15	14
25		18	24	23	22	20	19	18	24	22	21
26		25	1	30	29	27	26	25	1	29	28
27	July	2	8	7	6	4	3	2	8	6	5
28		9	15	14	13	11	10	9	15	13	12
29		16	22	21	20	18	17	16	22	20	19
30		23	29	28	27	25	24	23	29	27	26
31	August	30	5	4	3	1	31	30	5	3	2
32		6	12	11	10	8	7	6	12	10	9
33		13	19	18	17	15	14	13	19	17	16
34		20	26	25	24	22	21	20	26	24	23
35		27	2	1	31	29	28	27	2	31	30
36	September	3	9	8	7	5	4	3	9	7	6
37		10	16	15	14	12	11	10	16	14	13
38		17	23	22	21	19	18	17	23	21	20
39		24	30	29	28	26	25	24	30	28	27
40	October	1	7	6	5	3	2	1	7	5	4
41		8	14	13	12	10	9	8	14	12	11
42		15	21	20	19	17	16	15	21	19	18
43		22	28	27	26	24	23	22	28	26	25
44	November	29	4	3	2	31	30	29	4	2	1
45		5	11	10	9	7	6	5	11	9	8
46		12	18	17	16	14	13	12	18	16	15
47		19	25	24	23	21	20	19	25	23	22
48		26	2	1	30	28	27	26	2	30	29
49	December	3	9	8	7	5	4	3	9	7	6
50		10	16	15	14	12	11	10	16	14	13
51		17	23	22	21	19	18	17	23	21	20
52		24	30	29	28	26	25	24	30	28	27
53		31						31			

EXHIBIT II.

INTERVAL OWNERSHIP CALENDAR FOR 50 YEARS
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		2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
1	January	5	3	2	1	7	5	4	3	2	7
2		12	10	9	8	14	12	11	10	9	14
3		19	17	16	15	21	19	18	17	16	21
4		26	24	23	22	28	26	25	24	23	28
5	February	2	31	30	29	4	2	1	31	30	4
6		9	7	6	5	11	9	8	7	6	11
7		16	14	13	12	18	16	15	14	13	18
8		23	21	20	19	25	23	22	21	20	25
9	March	1	28	27	26	3	2	1	28	27	4
10		8	7	6	5	10	9	8	7	5	11
11		15	14	13	12	17	16	15	14	12	18
12		22	21	20	19	24	23	22	21	19	25
13		29	28	27	26	31	30	29	28	26	1
14	April	5	4	3	2	7	6	5	4	2	8
15		12	11	10	9	14	13	12	11	9	15
16		19	18	17	16	21	20	19	18	16	22
17		26	25	24	23	28	27	26	25	23	29
18	May	3	2	1	30	5	4	3	2	30	6
19		10	9	8	7	12	11	10	9	7	13
20		17	16	15	14	19	18	17	16	14	20
21		24	23	22	21	26	25	24	23	21	27
22	June	31	30	29	28	2	1	31	30	28	3
23		7	6	5	4	9	8	7	6	4	10
24		14	13	12	11	16	15	14	13	11	17
25		21	20	19	18	23	22	21	20	18	24
26		28	27	26	25	30	29	28	27	25	1
27	July	5	4	3	2	7	6	5	4	2	8
28		12	11	10	9	14	13	12	11	9	15
29		19	18	17	16	21	20	19	18	16	22
30		26	25	24	23	28	27	26	25	23	29
31	August	2	1	31	30	4	3	2	1	30	5
32		9	8	7	6	11	10	9	8	6	12
33		16	15	14	13	18	17	16	15	13	19
34		23	22	21	20	25	24	23	22	20	26
35		30	29	28	27	1	31	30	29	27	2
36	September	6	5	4	3	8	7	6	5	3	9
37		13	12	11	10	15	14	13	12	10	16
38		20	19	18	17	22	21	20	19	17	23
39		27	26	25	24	29	28	27	26	24	30
40	October	4	3	2	1	6	5	4	3	1	7
41		11	10	9	8	13	12	11	10	8	14
42		18	17	16	15	20	19	18	17	15	21
43		25	24	23	22	27	26	25	24	22	28
44	November	1	31	30	29	3	2	1	31	29	4
45		8	7	6	5	10	9	8	7	5	11
46		15	14	13	12	17	16	15	14	12	18
47		22	21	20	19	24	23	22	21	19	25
48		29	28	27	26	1	30	29	28	26	2
49	December	6	5	4	3	8	7	6	5	3	9
50		13	12	11	10	15	14	13	12	10	16
51		20	19	18	17	22	21	20	19	17	23
52		27	26	25	24	29	28	27	26	24	20
53					31						

EXHIBIT II.

fees be required or an assessment be required during the year, the same shall be determined and made by the Management Firm and the Association shall be advised thereof and as to the share thereof payable by each of the Association's members, as the case may be. The Management Firm shall collect the maintenance fees and assessments based upon the foregoing. The maintenance fees and assessments as to each member of the Association shall be made payable to the Management Firm, or such other firm or entity as the Management Firm shall direct; and the Management Firm shall have the right to designate such member or members of the Association, or the Association itself, as it determines, to collect said maintenance fees and assessments on behalf of the Management Firm and deliver same to it. The Management Firm shall not be responsible for obtaining the best price available as to any service, material or purchase, but shall, with good faith, purchase or contract for same with such person or party as it deems advisable and in the best interest of the Association and the Management Firm, without the necessity of obtaining the best price.

(J) Have sole authority and responsibility to maintain and replace the personal property within units committed to interval ownership, and in such capacity to:

1. Determine the maintenance fee, proration of taxes, and other common expenses applicable to those Townhouse Units committed to interval ownership, as defined in and provided for in the Declaration. The Management Firm shall have sole discretion, while this Agreement remains in effect, for making determinations as to replacements of personal property located within such units, decor, and all other judgments relating to units committed to interval ownership; notwithstanding the foregoing, all replacements shall be such as to maintain the standard of quality of the furniture, other personal property and decor as originally contained in such unit at the time it is committed to interval ownership.

2. It is understood by both parties that a portion of the maintenance fee will be set aside as a reserve for future replacements and repairs. The Management Firm shall have sole discretion as to the amounts of such reserves and application of same.

(K) Deposit all funds collected from the Association's members, or otherwise accruing to the Association, in a special bank account or accounts of the Management Firm in banks and/or savings and loan associations in the State of Pennsylvania, with suitable designation indicating their source, separate from or co-mingled with similar funds collected by the Management Firm on behalf of other projects or entities which the Management Firm manages.

(L) May cause a representative of its organization to attend meetings of the unit owners and of the Board of Directors of the Association; however, it is understood and agreed that the Minutes of all the Association's meetings, whether of unit owners or of the Board of Directors, shall be taken by the Association's Secretary, and possession of the Minutes Book shall be in the custody of said Secretary, who shall always be responsible for preparing and furnishing notices of all meetings to the required parties. The Management Firm shall have the right to determine the fiscal year and when it shall commence.

(M) Promulgate, adopt and amend Rules and Regulations as it deems advisable in its sole discretion for the use and occupancy of the Townhouses, and to enforce same. The Management Firm, in its sole discretion, shall determine all activities and programs to be carried on as to same and shall employ the personnel required therefor as it determines in its sole discretion.

(N) Retain and employ such professionals and such other experts whose services may be reasonably required to effectively perform its duties and exercise its powers hereunder; and to employ same on such basis as it deems most beneficial.

(O) Enter into Agreements upon such terms and conditions and for such purpose as the Management Firm determines in its sole discretion as to the common elements of and the Townhouse, and by agreement grant concessions and licenses to persons to provide facilities and services as to and within the Townhouse and cause coin vending machines and coin operated equipment and pay telephones to be installed within the Townhouse and to purchase same on behalf of and at the cost and expense of the Association, or rent same or enter into agreements regarding same; however, all income derived by the Management Firm from the foregoing shall inure to the benefit of the Association; and all expenses pertaining thereto shall likewise be borne by said Association. The parties hereto recognize that agreements, concessions and licenses may be entered into to provide facilities and services and specified herein for very nominal or no compensation whatsoever. The Management Firm may enter into same in its sole discretion, and it shall use its best judgment; however, it shall not be responsible for same nor the fact that a greater sum might have been obtained nor a shorter period contracted for.

(P) Make and collect special assessments for such purposes and against such parties as the Management Firm determines, subject to the provisions of the Declaration.

(Q) Exercise such powers and rights delegated to it, if any, under the terms and provisions of the Declaration, and all Exhibits attached to said Declaration.

(R) If maintenance of the Townhouse referred to in the Declaration, or any portion thereof, including any unit, units and/or the common elements, is required due to loss by Act of God or other cause, which is other than normal wear and tear, and which loss is less than "major damage", as defined in the Declaration to which this Agreement is attached, when in such event, the Management Firm shall be authorized and empowered to determine, assess, charge and levy the costs of repairing and restoring such loss among the unit owners in such proportions as it deems advisable, pursuant to the Declaration to which this Agreement is attached, notwithstanding the fact that said loss or damage was, or was not, covered by insurance, and said total assessment shall be equal to the cost of said repair which shall include the costs of the Management Firm's personnel and overhead, materials and costs of the Management Firm's personnel and overhead, materials and equipment, and any and all other contractors, subcontractors, or materialmen as are required. Should the loss be covered by insurance, the proceeds thereof shall be applied as a credit against the total costs of said repair and restoration in such proportions as hereinbefore set forth in this paragraph. It shall be presumed that the first monies disbursed in payment of cost of repair and restoration, shall be from insurance proceeds, where such are received, and then from assessments collected, and, should there be a surplus of such funds, the said surplus shall be distributed to or on behalf of the unit owners, as provided in the aforesaid Declaration.

5. Notwithstanding the delegation by the Association to the Management Firm of its power to determine and collect assessments during the term of this Agreement, the Association retains the power to make those assessments as are specified in the Declaration to which this Agreement is attached as Exhibit V, and the By-Laws.

6. The Management Firm shall apply maintenance fees and assessments collected as it determines in its sole discretion as to those items specified in the By-Laws of the Association including the Management Firm's fee, which shall be deemed common expenses. The Management Firm, during the term of this Agreement, may file a lien against a unit owner's Townhouse should he fail to pay his assessments or maintenance fee as required and provided in the Declaration and Exhibits attached to said Declaration, and take such other action as provided in said documents, either in its name or in the name of or as agent of the Association whose name appears at the end of this instrument. The Management Firm may compromise liens in such amount as deems advisable in its sole discretion, and it may satisfy liens of record and render statements as to the current status of a unit owner's assessments. In the case of a unit committed to interval ownership, any lien against an owner of unit weeks in such unit, shall be limited to the unit weeks owned by the defaulting owner and shall, in no case, be filed so as to encumber the unit weeks owned by any other owner in such unit

MANAGEMENT AGREEMENT
BETWEEN
SILVERWOODS ASSOCIATION
AND
WOLF RUN MANOR CORP.

THIS AGREEMENT, made and entered into on the date last appearing in the body of this instrument, by and between the Wolf Run Manor Corp. authorized to conduct business in the State of Pennsylvania, whose name appears at the end of this Agreement as the Management Firm hereinafter called the "Management Firm", and that certain Association not for profit whose name appears at the end of this instrument as the Timesharing Association, hereinafter called the "Association", which said terms shall be deemed to extend to and include the legal representatives, successors and assigns of the said parties hereto;

WITNESSETH

THAT, WHEREAS, the Association is the Association responsible for the operation of certain condominiums located or to be located in the development to be known as Treasure Lake and said Association is desirous of entering into a Management Agreement for the management of said Timesharing Units, and,

WHEREAS, the Management Firm is desirous of furnishing such management services; and,

NOW, THEREFORE, for and in consideration of the mutual promises contained, it is agreed by and between the parties, as follows:

That the foregoing recitals are true and correct.

1. That the terms used in this Management Agreement shall be defined as said terms are defined.

2. Silverwoods Association does hereby employ the Management Firm as the exclusive manager of Timesharing property and the Management Firm hereby accepts such employments.

3. The term of this Agreement is for two (2) years and shall commence as of the date hereof. Thereafter, it shall be automatically renewed for two (2) successive two (2) year periods or until terminated at a duly authorized meeting of the Board by a majority of the votes of the Board, or by the Management Firm notifying the Association in writing that it will not renew this Agreement at such renewal date.

4. The Management Firm, to the exclusion of all persons, including the Association and its members, shall have all the powers and duties of the Association as set forth in the By-Laws of the Association, (except such thereof as are specifically required to be exercised by its Directors or members) and shall perform by way of illustration and not of limitation, the following services:

(A) Cause to be hired paid and supervised, all persons necessary to be employed in order to properly maintain and operate the Timesharing Property, including a Manager, who, in each stance, shall be the employees of the Management Firm, as the Management Firm, in its absolute discretion shall determine, and cause to be discharged all persons unnecessary or undesirable.

(B) To maintain and repair the Timesharing property and the common elements of said Timesharing to the same extent that the Association is required to maintain and repair same. For any one item of repair, replacement or refurbishing as to the Timesharing Unit, the expense incurred as to the Townhouse as a whole, shall not exceed the sum of Two Thousand Dollars ($2,000.00), unless specifically authorized by the Board of Directors of the Association, except, however, in the case of an emergency, the Management Firm is authorized to expend any sum necessary to protect and preserve the property.

(C) Take such action as may be necessary to comply with all laws, statutes, ordinances, rules and of all appropriate governmental authority, and the rules and regulations of the National Board of Fire Underwriters, or in the event it shall terminate its present functions, those of any other body exercising similar functions.

(D) To enter into contracts for garbage and trash removal, vermin extermination, and other services, and make all such contracts and purchases in either the Association's or Management Firm's name, as the Management Firm shall elect.

(E) To purchase equipment, tools, appliances, goods supplies and materials as shall be reasonably necessary to perform its duties, including the maintenance, upkeep, repair replacement, refurbishing and preservation of the Townhouses. Purchases shall be in the name the Management Firm, or the Association, as the Management Firm shall elect.

(F) Cause to be placed or kept in force all insurance required or permitted in the Declaration; to act as Agent for the Association, each unit owner, and for each owner of any other insured interest; to adjust all claims arising under said insurance policies; to bring suit thereon and deliver releases upon payment of claims; to otherwise exercise all of the rights, powers and privileges of the insured parties; to receive on behalf of the insured parties, all insurance proceeds, subject to the provisions of the Declaration.

(G) Maintain the Association's financial record books, accounts and other records as provided by the Association's By-Laws; issue Certificates of account to members, their mortgagees and lienors without liability for errors unless as a result of gross negligence. Such records shall be kept at the office of the Management Firm and shall be available for inspection by an expert employed by and at the cost and expense of the Association and at such reasonable time as the Management Firm shall agree to, however, said request for inspection cannot be made more than once in any fiscal year. Such expert may also conduct an external audit, provided the cost for same is paid by the Association, and said independent auditor, in any instance, must be acceptable to the Management Firm whose acceptance shall not be unreasonably withheld. As a standard procedure, the Management Firm shall render to the Association a statement for each fiscal year no later than the 4 months next thereafter. The Management Firm shall perform a continual internal audit of the Association's financial reports for the purpose of verifying the same, but no independent or external audit shall be required of it. The consent of the Management Firm to an independent auditor shall not be unreasonably withheld.

(H) Maintain records sufficient to describe its services hereunder and such financial books and records sufficient in accordance with prevailing accounting standards to identify the source of all funds collected by it in its capacity as Management Firm, and the disbursement thereof. Such records shall be kept at the Office of the Management Firm. and shall be available for inspection by an expert employed by and at the cost and expense of the association and at such reasonable time as the Management Firm may agree to; however, said request for inspection cannot be made more than once in any calendar year. The Management Firm shall perform a continual internal audit of the Management Firm's financial records relative to its services as Manager for the purpose of verifying same, but no independent or external audit shall be required of it.

(I) The Management Firm in its sole discretion shall determine the budget as to the Townhouse for the term of the Management Agreement, subject, however, to the specific limitations thereof where otherwise provided. Upon said budget's being determined annually, the Management Firm shall submit annually to the Association the operating budget for the ensuing year, setting forth the anticipated income and expenses of the Townhouses for the year, and said Management Firm shall specify therein each unit owner's monthly share thereof. Should an increase in maintenance

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, and have caused these presents to be signed respectively by their proper Officer(s), and their respective Corporate Seals have been duly affixed, this 16th day of January, 1984.

WOLF RUN MANOR CORP.

Signed, sealed and delivered in the presence of:

Darry L Miller
Charlotte Leonard

BY: William F. Rankin Jr (SEAL)
PRESIDENT

ATTEST: _____ (SEAL)
SECRETARY

"MANAGEMENT FIRM"

Darry L Miller
Charlotte Leonard

SILVERWOODS ASSOCIATION

BY: William F. Rankin Jr (SEAL)
PRESIDENT

ATTEST: _____ (SEAL)
SECRETARY

"ASSOCIATION"

7. The Association shall aid and assist the Management Firm in any reasonable manner requested by the Management Firm as to the collection of assessments, and the said Association shall further aid and assist the Management Firm in any reasonable manner required by the Management Firm so as to simplify the method of collecting the assessments due from unit owners.

8. It is specifically understood that the Management Firm does not undertake to pay common expenses from its own funds and shall only be required to perform its services and make disbursements to the extent that, and so long as, payments received from assessments or other revenue, if any, of the Association whose name appears at the end of this instrument, are sufficient to pay the costs and expenses of such services and the amounts of such disbursements. If it shall appear to the Management Firm that the assessments and other revenue, if any, of the said Association insufficient, the Management Firm shall forthwith determine such additional assessment as is required and advised the said Association.

9. It is specifically understood and agreed that the Management Firm shall perform all of the services required of it hereunder at no cost and expense whatsoever to itself, but solely at the cost and expense of the Association and its members. As compensation, fee, or profit for its services hereunder, the Management Firm shall receive a net fee, free from all charges and expenses, of five (5%) percent of the maintenance fee per unit week for the 1st year of operation, of ten (10%) percent for the second year, and not to exceed twenty (20%) percent for any succeeding year, such amount to be designated the "Management Fee" The Management Fee shall be taken into consideration in setting the maintenance fee and assessments. The Management Firm's fee from each Townhouse Unit or unit weeks shall commence as of the first day of the month following the date of execution of a binding purchase contract for the purchase of a Townhouse or Unit Weeks. During the period of time that Wolf Run is the owner of a Townhouse or unit weeks in a Townhouse committed to interval ownership, it shall not be required to pay the Management Fee provided in this Agreement.

10. The Association shall not interfere nor permit, allow or cause any of the Officers, Directors or members to interfere with the Management Firm in the performance of its duties or the exercise of any of its powers hereunder.

11. The Management Firm shall not be liable to the Association and its members, for any loss or damage not caused by the Management Firm's own gross negligence or willful misconduct, and said Association and its members will and do hereby indemnify and save harmless the Management Firm from any such liability for damages, costs and expenses arising from injury to any person or property in, about and in connection with the Townhouse specified in the Declaration from any cause whatsoever, unless such injury shall be caused by said Management Firm's own gross negligence or willful misconduct.

12. The Association on behalf of its members, or the Management Firm, shall both have the right to assign this Agreement as herein set forth. The Association may assign its right, title and interest herein to another Interval Ownership Association operating and existing under the laws of the State of Pennsylvania. The Management Firm may also sub-contract all/or portions of its duties and powers under this Management Agreement.

13. The Management Firm shall be authorized to assess a Townhouse Unit owner for those items of assessments as set forth in the Declaratio and the Exhibits attached to said Declaration, and in this Agreement - i.e., maintenance, repairs or replacements caused by the negligence or misuse by a unit owner, his family, servants, guests or invitees, or lessees; or failure of a unit owner to maintain those portions of his Townhouse and limited common elements assigned to his unit, as he is required to repair and maintain; or violation of the provisions of the aforesaid Declaration and Exhibits attached thereto which require the removal of same by the Management Firm and/or which increase the costs of maintenance and/or repair upon the Management Firm, or increase insurance rates and premiums, etc. In the event that all designated unit weeks are not sold, Wolf Run shall pay to Silverwoods Association 30% of the budgeted annual operating cost (excluding POA dues) on each unit week unsold. Likewise, Wolf Run Manor Corp. shall pay 100% of POA dues for unsold unit weeks.

14. The power and authority of the Association to amend the Declaration and the Exhibits attached to said Declaration, it subject to the specific provisions applicable thereto set forth in the aforesaid instruments.

15. No waiver of a breach of any of the covenants contained in this Agreement shall be construed to be a waiver of any succeeding breach of the same covenants.

16. Time is of the essence in every particular, and especially where the obligation to pay money is involved.

17. No modification, release or discharge or waiver of any provision hereof shall be of any force, effect or value, unless in writing, signed by the parties to this Agreement - i.e., the Management Firm and the Association or their respective successors and assigns.

18. This instrument, together with the Declaration and the Exhibits attached to said Declaration, constitute the entire agreement between the parties hereto as of the date of execution hereof, and neither has been induced by the other by representations, promises or understandings not expressed herein, and there are no collateral agreements, stipulations, promises or understandings whatsoever, in any way touching the subject matter of this instrument, or the instruments referred to herein, which are not expressly contained therein.

19. The invalidity in whole or in part of any covenant, promise or undertaking, or any section, sub-section, sentence, clause, phrase or word, or of any provision of this Agreement or the Exhibits attached hereto, and the Declaration the Exhibits attached to said Declaration, shall not affect the validity of the remaining portions thereof.

20. The definitions of the words, terms, phrases, etc., as provided in Article I of the Declaration are incorporated herein by reference and made a part hereof, and unless the context otherwise requires, said definitions shall prevail.

21. The words, "Association", "member(s)", "unit owner(s)" and parcel owner(s)", wherever and whenever used herein, shall include the singular and plural thereof, and the use of any gender shall include all genders, wherever the same shall be appropriate. The term, "Townhouse", or "unit", or "unit weeks", or "Unit committed to interval ownership", or "interval ownership", or "parcels" and the owners thereof shall be defined pursuant to the Declaration to which this Agreement is attached, and same are Townhouses as is created by the aforesaid Declaration, or ownership of parts of such units.

22. When either party hereto, and the Association's members, desire to or are required to give notice unto the other, or others, in connection with and according to the terms of this Agreement, such notice shall be given to the Association, its members, and the Management Firm, as provided in the Declaration.

23. If the Association or its members, shall interfere with the Management Firm in the performance of its duties and exercise of its powers hereunder, or if the said Association shall fail to promptly do any of the things required of it hereunder, then the Management Firm - fifteen (15) days after having given written notice to said Association of said default by delivering said notice to any officer of the Association, or in their absence, to any member of said Association, may declare this Agreement in default unless such default be cured by the said Association within fifteen (15) days after such notice.

24. Failure by the Management Firm to substantially perform its duties and obligations under this Agreement for a continuous period of thirty (30) days after written notice of default from the Association specifying the default complained of shall be grounds for the said Association's cancellation of this Agreement. In addition either party may terminate this agreement for any reason upon forty five (45) days written notice.

ten (10) but not more than sixty (60) days prior to such meeting. Notice of any special meeting shall state the purpose thereof. All Notices shall be mailed to or served at the address of the Unit or Interval Owner as it appears on the books of the Association.

SECTION 3. ANNUAL MEETING: The annual meeting shall be held at 2:00 P.M., Eastern Standard Time, on the Saturday preceding Memorial Day each year commencing after the first full year of operation for the purpose of electing Directors and transacting any other business authorized to be transacted by the members. At the annual meeting, the members shall elect by plurality vote (cumulative voting prohibited), a Board of Directors and shall transact such other business as may properly be brought before the meeting.

SECTION 4. SPECIAL MEETING: Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of a majority of the Board of Directors, or at the request, in writing, of voting members representing ten percent (10%) of the members' total votes, which request shall state the purpose or purposes of the proposed meeting. Business transacted at all special meetings shall be confined to the objects stated in the Notice thereof.

SECTION 5. WAIVER AND CONSENT: Whenever the vote of members at a meeting is required or permitted by a provision of these By-Laws to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if not less than a majority of the members who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken; however, notice of such action shall be given to all members, unless all members approve such action.

SECTION 6. ADJOURNED MEETING: If any meeting of members cannot be organized because a quorum of voting members is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.

SECTION 7. APPROVAL OR DISAPPROVAL: Approval or disapproval of a Unit Owner upon any matter, whether or not the subject of an Association meeting, shall be by the voting members provided, however, that where a Unit is owned jointly by a husband and wife, their joint approval or disapproval shall be required where they are both present, or in the event only one is present, the person present may cast the vote without establishing the concurrence of the absent person.

SECTION 8. THE MANAGEMENT FIRM: The Management Firm, as long as any Management Agreement remains in effect, shall be entitled to Notice of all Association meetings, and shall be entitled to attend the Association's meetings, and it may designate such person(s) as it desires to attend such meetings on its behalf.

ARTICLE IV.

DIRECTORS

SECTION 1. NUMBER, TERM AND QUALIFICATIONS: Subject to Section 2 of this Article, the affairs of the Association shall be governed by a Board of Directors composed of not less than three (3) nor more than seven (7) persons, as is determined from time to time by the members. All Directors, except those designated by Wolf Run Manor Corp., shall be members of the Association. All officers of a Corporate Unit Owner shall be deemed to be members of the Association so as to qualify as a Director herein. The term of each Director's service shall extend until the next annual meeting of the members and hereafter until his successor is duly elected and qualified, or until he is removed in the manner provided in Section 3 below.

SECTION 2. WOLF RUN MANOR CORP. TO ACT AS BOARD OF DIRECTORS: All of the affairs of the Association of Co-Owners shall be conducted by Wolf Run Manor Corp., or its agents, appointees or assignees, for a period of five (5) years from the effective date of this Declaration. Wolf Run Manor Corp., at its sole discretion, shall have the right and option to extend this period of two (2) additional five (5) year periods. Until the expiration of any such period, all of the rights, duties, discretions, functions and powers otherwise vested in the Board of Directors, hereinafter set out or referred to in the Declaration, shall be exercised solely by Wolf Run Manor Corp., its agents, assignees or appointees. All references to the Board of Directors in this Declaration shall mean and refer to Wolf Run Manor Corp., its agents, appointees or assignees, from the effective date of this Declaration, or until such time during any aforesaid five (5) year periods, Wolf Run Manor Corp. should at its sole option, turn over to the Association of Co-Owners the responsibility of establishing and electing all of the members of the Board of Directors. This provision may not be changed, altered or amended by the Association of Co-Owners. Wolf Run Manor Corp. may within its sole discretion also act the Management Firm as provided in these By-Laws and receive reasonable compensation therefore as provided in these By-Laws.

SECTION 3. REMOVAL OF DIRECTORS: At any time after the first annual meeting of the membership at any duly convened regular or special meeting, any one or more of the Directors may be removed, with or without cause, by the affirmative vote of the voting members casting not less than two-thirds (2/3rds) of the total votes present at said meeting, and a successor may then and there be elected to fill the vacancy thus created. Should the membership fail to elect said successor, the Board of Directors may fill the vacancy in the manner provided in Section 4 below.

SECTION 4. VACANCIES ON DIRECTORATE: If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, shall choose a successor or successors, who shall hold office for the balance of the unexpired term in respect to which such vacancy occured. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board of Directors.

SECTION 5. DISQUALIFICATION AND RESIGNATION OF DIRECTORS. Any Director may resign at any time by sending a written Notice of such resignation to the office of the Corporation, delivered to the Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary. Commencing with the Directors elected at such first annual meeting of the membership, the Directors elected at such first annual meeting shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors. No member shall continue to serve on the Board should he be more than thirty (30) days delinquent in the payment of an assessment or fees and said delinquency shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors.

SECTION 6. REGULAR MEETINGS: The Board of Directors may establish a schedule of regular meetings to be held at such time and place as the Board of Directors may designate. Notice of such regular meetings shall nevertheless, be given to each Director personally or by mail, telephone or telegraph at least five (5) days prior to the day named for such meeting. All meetings of the Board of Directors, including special meetings in accordance with Section 7 below, shall be open to all Unit Owners.

SECTION 7. SPECIAL MEETINGS: Special meetings of the Board of Directors may be called by the President, and in his absence, by the Vice-President, or by a majority of the members of the Board of Directors, by giving five (5) days Notice, in writing, to all of the members of the Board of Directors of the time and place of said meeting. All Notices of special meetings shall state the purpose of the meeting.

SECTION 8. DIRECTORS' WAIVER OF NOTICE: Before or at any meeting of the Board of Directors, any Director may waive Notice of such meeting and such waiver shall be deemed equivalent to the giving of Notice. Attendance by a Director at any meeting of the Board shall be a waiver of Notice by him of the time and place

BY-LAWS
OF
SILVERWOODS ASSOCIATION

All present and future Co-Owners, Mortgagees, Lessees and occupants of Apartments and their employees, and any other persons who may use the facilities of the Townhouse property in any manner are subject to the Declaration, these By-Laws and Rules and Regulations made pursuant hereto any amendment to the Declaration and these By-Laws upon the same being passed and duly recorded.

The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a Townhouse shall constitute an agreement that these By-Laws (and any Rules and Regulations, made pursuant hereto) and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified, and will be complied with.

ARTICLE I.

IDENTITY

The following By-Laws shall govern the operation of the Townhouses created by the Declaration of Interval Ownership, (h :einafter referred to as "The Declaration").

'he Association of Co-Owners is organized and exists for the pu ·pose of administering the Townhouses created by the D. claration to which these By-Laws are created.

;ECTION 1. The office of the Association shall be at the Townhouse property, or at such other place as may be subsequently designated by the Board of Directors of the Association.

SECTION 2. As used herein, the word, "Association" shall be as defined in the Declaration. All other words, as used herein, shall have the same definitions as attributed to them in the Declaration.

ARTICLE II.

MEMBERSHIP AND VOTING PROVISIONS

SECTION 1. Membership in the Association shall be limited to Owners of the Interval Ownership Townhouse Units wherein this Association has been designated to operate and administer said Townhouses by virtue of the Declaration of said Interval Ownership. Transfer of ownership, either voluntary or by operation of law, shall terminate membership in the Association, and said membership is to become vested in the transferee. If ownership is vested in more than one person, then all of the persons owning said Unit shall be members eligible to hold office, attend meeting, etc., but, as hereinafter indicated, the vote of a Unit shall be cast by the "voting member". If ownership is vested in a Corporation said Corporation may designate an individual officer or employee of the Corporation as its "voting member". Notwithstanding the foregoing, each Owner of Unit Weeks in a Townhouse committed to Interval Ownership shall be entitled to cast his vote of the Unit in which he owns his Unit Weeks. "Unit committed to Interval Ownership" and "Interval Ownership" are defined in the Declaration.

SECTION 2. Voting.

(a) The Owner(s) of each Unit Week shall be entitled to one (1) vote only. If an Owner owns more than one (1) Unit, he shall be entitled to one (1) vote for each Unit Week owned. The Association shall not have a vote for any Unit Weeks conveyed to it.

(b) A majority of the Unit Owners' total votes present in person or in proxy at any regular or special meeting shall decide any question, unless the Declaration, By-Laws or Articles of Incorporation of the Association, if any, provide otherwise.

(c) Each unit owner shall have 1/51 vote per unit week owned in the Treasure Lake Property Owner Association, which vote shall be exercised on behalf of the unit owner by and through Silverwoods Association. Each voter when placing his proxy with Silverwoods Association shall designate the manner in which that vote shall be cast.

SECTION 3. QUORUM: Unless otherwise provided in these By-Laws, or the Declaration the presence in person or by proxy of one-tenth (1/10) of the Unit Owners' total votes shall constitute a quorum.

SECTION 4. PROXIES: Votes may be cast in person or by proxy. All proxies shall be in writing and signed by the person entitled to vote (as set forth below in Section 5). Where a Unit is owned jointly by a husband and wife, and if they have not designated one of them as a voting member, a proxy must be signed by both husband and wife where a third person is designated.

SECTION 5. DESIGNATION OF VOTING MEMBER: If a Townhouse Unit is owned by one person, his right to vote shall be established by the recorded title to the Unit. If a Townhouse is owned by more than one (1) person, the person entitled to cast the vote for the Unit shall be designated in a Certificate, signed by all of the recorded Owners of the Unit and filed with the Secretary of the Association. If a Unit is owned by a Corporation, the officer or employee thereof entitled to cast the vote of the Unit for the Corporation shall be designated in a Certificate for this purpose, signed by the President or Vice-President, attested to by the Secretary or Assistant Secretary of the Corporation, and filed with the Secretary of the Association. The person designated in such Certificate who is entitled to cast the vote for a Unit shall be known as the "voting member". If such a Certificate is not on file with the Secretary of the Association for a Unit owned by more than one person or by a Corporation, the vote of the Unit concerned shall not be considered in determining the requirement for a quorum, or for any purpose requiring the approval of a person entitled to cast the vote for the Unit, except if said Unit is owned by a husband and wife. Such Certificate shall be valid until revoked or until superseded by a subsequent Certificate, or until a change in the Ownership of the Unit concerned. If a Townhouse Unit is owned jointly by a husband and wife, the following three provisions are applicable thereto:

(a) They may, but they shall not be required to, designate a voting member.

(b) If they do not designate a voting member and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting (As previously provided, the vote of a Unit is not divisible).

(c) Where they do not designate a voting member, and only one is present at a meeting, the person present may cast the Unit vote, just as though he or she owned the Unit individually, and without establishing the concurrence of the absent person.

SECTION 6. TOWNHOUSES COMMITTED TO INTERVAL OWNERSHIP: Notwithstanding any other provisions in these By-Laws, each Owner of Unit Weeks in a Townhouse committed to Interval Ownership shall be entitled to cast the vote(s) attributable to his unit Week(s) owned. In any event the total number of votes which may be cast for each Unit shall be equal to 51 votes. In the case of a Unit committed to Interval Ownership, the provisions of Section 5, Designation of Voting Member, shall apply to each Unit Week owned.

ARTICLE III.

MEETING OF THE MEMBERSHIP

SECTION 1. PLACE: All meetings of the Association membership shall be held at the Townhouse property, or at such other place and at such time as shall be designated by the Board of Directors of the Association and stated in the Notice of the meeting, and shall be open to all Unit Owners.

SECTION 2. NOTICES: It shall be the duty of the Secretary to mail or deliver a Notice of each annual or special meeting, stating the time and place thereof, to each Interval Owner of record at least

(f) The duties of the Treasurer may be fulfilled by a Management Firm employed by the Association, and said Management Firm shall fulfill the duties of the Treasurer, and shall have custody of such books of the Association as it determines in its sole discretion and the foregoing shall include any books required to be kept by the Secretary of the Association.

ARTICLE VI.

FINANCES, ASSESSMENTS AND MAINTENANCE FEES

SECTION 1. Depositories: The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time upon resolutions approved by the Board of Directors, and shall be withdrawn only upon checks and demands for money signed by such officer or officers of the Association as may be designated by the Board of Directors. Obligations of the Association shall be signed by at least two officers of the Association; provided, however, that the provisions of any Management Agreement between the Association and a Management Firm relative to the subject matter in this Section shall supersede the provisions hereof.

SECTION 2. FIDELITY BONDS: The Treasurer and all officers who are authorized to sign checks, and all officers and employees of the Association, and any contractor handling or responsible for Association funds shall be bonded in such amount as may be determined by the Board of Directors. The premiums on such Bonds shall be paid by the Association. The Bond shall be in an amount sufficient to equal the monies an individual handles or has control of via a signatory or a bank account or other depository account; however, notwithstanding the foregoing, the Management Firm, under the terms Management Agreement, attached to the Declaration, as to funds in its possession and/or control, shall determine, in its sole discretion, the amount of and who is to bonded, if any, among its employees.

SECTION 3. FISCAL YEAR: The fiscal year for the Association shall begin on the first day of January of each year provided, however, that the Board of Directors is expressly authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America, at such time as the Board of Directors deems it advisable.

SECTION 4. DETERMINATION OF MAINTENANCE FEES AND ASSESSMENTS:

(a) The Board of Directors of the Association shall fix and determine from time to time, the sum or sums necessary and adequate for the common expenses of the Townhouse. Common expenses shall include expenses for the operation, maintenance, repair, replacement and costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance and extended coverage, and any other expenses designated as common expenses from time to time by the Board of Directors of the Association, or under the provisions of the Declaration. The Board of Directors is specifically empowered, on behalf of the Association to make and collect maintenance fees and assessments. Funds for the payment of common expenses shall be assessed against the Unit Owners in the proportions or percentages of sharing common expenses, as provided in the Declaration. Assessments, should such be required by the Board of Directors, shall be levied in the same manner as hereinbefore provided for maintenance fees, and shall be payable in the manner determined by the Board of Directors. All funds due under these By-Laws, which are attached to the Declaration, are common expenses of this Townhouse Interval Ownership.

(b) A copy of the proposed annual budget of common expenses shall be made available at the Association Office or elsewhere as designated to the Unit Owners not less than thirty (30) days prior to the meeting at which the budget will be considered. The Unit Owners shall be given written notice of the time and place at which the meeting of the Board of Directors shall be held to consider the proposed annual budget of common expenses, and such meeting shall be open to the Unit Owners. In the event the Board of Directors fails to set dues for any year or the membership fails to ratify dues set by the Board, the dues for the ensuing calendar year shall be the same as for the prior year, adjusted to reflect the percentage of change in the average Consumer Price Index (all items--city average) as published by the United States Department of Labor, Bureau of Labor Statistics, between the two (2) years preceeding July 1 of the year in which the adjustment is made. In the event such Consumer Price Index is for any reason not available, such adjustment shall be based on some other measure of economic change published by the United States Government which, in the judgment of the Board of Directors, is comparable to the Consumer Price of a majority of the Unit Owners. When the Board of Directors has determined the amount of any maintenance fee or assessment, the Treasurer of the Association or his designee shall mail or present to each Unit Owner a statement of said Unit Owner's assessment. All maintenance fees or assessments shall be payable to the Treasurer of the Association or his designee and, upon request, said Treasurer or designee shall give a receipt for each payment made to him.

SECTION 5. DETERMINATION OF MAINTENANCE FEE:

(a) The Board of Directors of the Association shall fix and determine from time to time, the sums necessary and adequate for the maintenance fee on Townhouses committed to Interval Ownership. The maintenance fee on such Units shall include the items specified in the Declaration.

(b) When the Board of Directors has determined the amount of any maintenance fee, the Treasurer of the Association shall mail or present to each Owner of Unit Weeks within all Units committed to Interval Ownership a statement of said maintenance fee. All maintenance fees shall be payable to the Treasurer of the Association or his designee and, upon request, said Treasurer or his designee shall give a receipt for each payment made to him, if requested by the Unit Owner.

SECTION 6. APPLICATION OF PAYMENTS AND CO-MINGLING OF FUNDS: All sums collected by the Association from assessments and maintenance fees may be co-mingled in a single fund or divided into more than one fund, as determined by the Board of Directors of the Association. All assessment payments and maintenance fees by a Unit Owner shall be applied as to interest delinquencies, cost and attorney's fees, other charges, expenses and advances as provided herein and in the Declaration and assessments, in such manner and amounts as the Board of Directors determines in its sole discretion.

SECTION 7. ACCELERATION OF ASSESSMENT INSTALLMENTS UPON DEFAULT: If a Unit Owner shall be in default in the payment of an installment upon any assessment or maintenance fee the Board of Directors may accelerate the remaining monthly installments for the fiscal year upon Notice thereof to the Unit Owner and, thereupon, the unpaid balance of the assessment shall become due upon the date stated in the Notice, but not less than fifteen (15) days after delivery of or the mailing of such Notice to the Unit Owner.

SECTION 8. AUDITS: An audit of the accounts of the Association shall be made annually. Said audit shall be prepared by such accountant as the Board of Directors determines, and a copy of said report shall be available to the members of the Association in the office of said Association and with the Treasurer of the Association. Such report shall be available not later than six (6) months after the end of the year for which the report is made.

SECTION 9. APPLICATION OF SURPLUS: Any payments or receipts to the Association, whether from Unit Owners or otherwise, paid during the year in excess of the operating expenses and other common expenses of the Association shall be retained by the Association and applied against the Association's expenses for the following year.

thereof. If all the Directors are present at any meeting of the Board, no Notice shall be required and any business may be transacted at such meeting.

SECTION 9. QUORUM: At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at such meetings at which a quorum is present, shall be the acts of the Board of Directors. If, at any meeting of the Board of Directs there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At each such adjourned meeting, any business which might have been transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the Minutes thereof, shall constitute the presence of such Director for the purpose of determining a quorum.

SECTION 10. COMPENSATION. The Directors' fees, if any, shall be determined by the voting members.

SECTION 11. THE MANAGEMENT FIRM: The Management Firm, as long as any Management Agreement remains in effect, shall be entitled to Notice of all Directors' meetings and shall be entitled to attend the Directors' meetings and it may be designate such a person(s) as it desires to attend such meeting; on its behalf.

SECTION 12. POWERS AND DUTIES: The Board of Directors of the Association shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by the Declaration, this Association's Articles of Incorporation, or these By-Laws, directed to be exercised and done by Unit Owners. The Board of Directors may delegate the said powers and duties to the management firm. These powers shall specifically include, but shall not be limited to the following:

(a) To exercise all powers specifically set forth in the Declaration, this Association's Articles of Incorporation, if any, in these By-Laws.

(b) To make assessments, collect said assessments, and use and expend the assessments to carry out the purposes and powers of the Association.

(c) To employ, dismiss and control the personnel necessary for the maintenance and operation of the project, and of the common areas and facilities including the right and power to employ attorneys, accountants, contractors, and other professionals as the need arises.

(d) To make and amend regulations respecting the operation and use of the Townhouse property, and the use and maintenance of the Townhouses therein.

(e) To contract for the management of the Townhouses and to delegate to such contractor all of the powers and duties of the Association, except those which may be required by the Declaration to have approval of the Board of Directors or membership of the Association. To contract for the management or operation of portions of the Townhouse Property susceptible to the separate management or operation thereof, and to lease or concession such portions.

(f) The further improvement of the Townhouse property, both real and personal, and the right to purchase realty and items of furniture, furnishing, fixtures and equipment for the foregoing, and the right to acquire and enter into Agreements subject to the provisions of the applicable Declaration, this Association's Articles of Incorporation, if any, and any exhibits attached thereto.

(g) Designate one or more committees which, to the extent provided in the resolution designating said committee, shall have the powers of the Board of Directors in the management and affairs and business of the Association. Such committee shall consist of at least three (3) members of the Association. The committee or committees shall have such name or names as may be determined from time to time by the Board of Directors, and said committee(s) shall keep regular Minutes of their proceedings and report the same to the Board of Directors, as required. The foregoing powers shall be exercised by the Board of Directors or its contractor or employees, subject only to approval by Unit Owners when such is specifically required.

(h) To enter into and terminate or ratify existing Agreements with organizations providing Owners of Unit Weeks to trade their time periods with Owners of time periods at other resorts.

ARTICLE V.

OFFICERS

SECTION 1. ELECTIVE OFFICERS: The principal officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors.

SECTION 2. ELECTION: The officers of the Association designated in Section 1 above shall be elected annually by the Board of Directors at the organizational meeting of each new Board following the meeting of the members.

SECTION 3. APPOINTIVE OFFICERS: The Board may appoint Assistant Secretaries and Assistant Treasurers, and such other officers as the Board of Directors deems necessary.

SECTION 4. TERM: The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time, with or without cause, by the Board of Directors, provided however, that no officer shall be removed except by the affirmative vote for removal by a majority of the whole Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

SECTION 5. THE PRESIDENT: He shall be the chief executive officer of the Association; he shall preside at all meetings of the Unit Owners and of the Board of Directors. He shall have executive powers and general supervision over the affairs of the Association and other officers. He shall sign all written contracts to perform all of the duties incident to his office and which may be delegated to him from time to time by the Board of Directors.

SECTION 6. THE VICE-PRESIDENT: He shall perform all of the duties of the President in his absence, and such other duties as may be required of him from time to time by the Board of Directors of the Association.

SECTION 7. THE SECRETARY: He shall issue Notices of all Board of Directors' meetings and all meetings of the Unit Owners; he shall attend and keep the Minutes of same; he shall have charge of all of the Association's books, records and papers, except those kept by the Treasurer. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

SECTION 8. THE TREASURER:

(a) He shall have custody of the Association's funds and securities, except the funds payable to any Management Firm, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and to the credit of the Association, in such depositories as may be designated from time to time by the Board of Directors. The books shall reflect an account for each Unit.

(b) He shall disburse the funds of the Association as may be ordered by the Board of Directors in accordance with these By-Laws, making proper vouchers for such disbursements, and shall render to the President and Board of Directors at the regular meetings of the Board of Directors, or whenever they may require it, an account of all of his transactions as the Treasurer and of the financial condition of the Association.

(c) He shall collect the assessments and maintenance fees and shall promptly report the status of collections and of all delinquencies to the Board of Directors.

(d) He shall give status reports to potential transferees on which reports the transferees may rely.

(e) The Assistant Treasurer shall perform the duties of the Treasurer when the Treasurer is absent.

expense reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or Officer of the Association, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding, to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE XII.

LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the Association shall not relieve or release any such former Owner or member from any liability or obligations incurred under or in any way connected with the Association during the period of such ownership and Membership, or impair any rights or remedies which the Association may have against such former Owner and member arising out of or in any way connected with such ownership and membership, and the covenants and obligations incident thereto.

ARTICLE XIII.

LIMITATION OF LIABILITY

Notwithstanding the duty of the Association to maintain and repair parts of the Townhouse property, the Association shall not be liable for injury or damage caused by a latent condition in the property, nor for injury or damage caused by the elements or by other Owners or persons.

ARTICLE XIV.

LIENS

SECTION 1. PROTECTION OF PROPERTY: All liens against a Townhouse Unit, other than for mortgages, taxes or special assessments, shall be satisfied or otherwise removed within thirty (30) days of the date of the lien attached. All taxes and special assessments upon a Townhouse Unit shall be paid before becoming delinquent, as provided in these Declaration documents or by law, which ever is sooner.

SECTION 2. NOTICE OF LIEN: A Unit Owner shall give Notice to the Association of every lien upon his Unit, other than for mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

SECTION 3. NOTICE OF SUIT: Unit Owners shall give Notice to the Association of every suit or other proceeding which will or may affect title to his Uit or any part of the property, such Notice to be given within five (5) days after the Unit Owner receives Notice thereof.

SECTION 4. FAILURE TO COMPLY: Failure to comply with this article concerning iens will not affect the validty of any judicial sale.

SECTION 5. UNITS COMMITTED TO INTERVAL OWNERSHIP: In the case of a Unit committed to Interval Ownership, an Owner of Unit Weeks in such Unit shall be required to give Notices under Section 2 and 3 of this Article XIV only as to liens, suits, and proceedings affecting title to the Unit Weeks which he owns. Any lien against an Owner of Unit Weeks in a Unit committed to Interval Ownership, or against the Unit Weeks owned by him, shall be limited to the Unit Weeks owned by him and shall not encumber the property, real or personal, or any other Owner of Unit Weeks in said Unit.

ARTICLE XV.

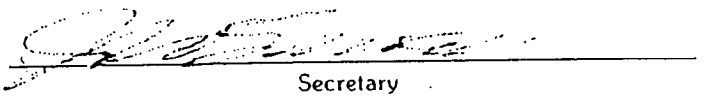
RULES AND REGULATIONS

SECTION 1. The Board of Directors may, from time to time, adopt or amend previously adopted administrative Rules and Regulations governing the details of the operation, use, maintenance, management and control of the Townhouses and any facilities or services made available to the Unit Owners. A copy of the Rules and Regulations adopted from time to time as herein provided shall from time to time be posted in a conspicuous place and/or copies of same shall be furnished to each Unit Owners.

SECTION 2. AS TO TOWNHOUSE UNITS: The Board of Directors, may from time to time adopt or amend previously adopted Rules and Regulations governing and restricting the use and maintenance of the Townhouse Unit(s) provided, however, that copies of such become effective, shall be posted in a conspiuous place and/or copies of same shall be furnished to each Unit Owner.

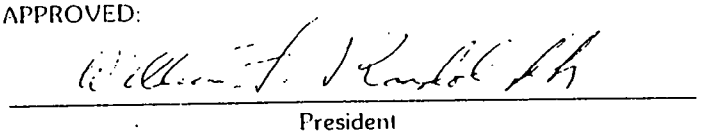
SECTION 3. CONFLICT: In the event of any conflict between the Rules and Regulations adopted, or from time to tome amended, and the Declaration documents, the latter shall prevail. If any unreconciled conflict should exist or hereafter arise with respect to the interpretation of these By-Laws and the Declaration, the provisions of said Declaration shall prevail.

The foregoing was adopted as the By-Laws of Silverwoods Association at the first meeting of the Board of Directors.



Secretary

APPROVED:



President

Date: January 16, 1984

ARTICLE VII

COMPLIANCE AND DEFAULT

SECTION 1. VIOLATIONS: In the event of a violation (other than the nonpayment of an assessment) by the Unit Owner in any of the provisions of the Declaration, of these By-Laws, the Association, by direction of its Board of Directors may notify the Unit Owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of seven (7) days from date of Notice, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional and inexcusable and material breach of the Declaration, of the By-Laws, and the Association may then, at its option, have the following elections:

(a) An action at law to recover for its damage, on behalf of the Association or on behalf of the other Unit Owners.

(b) An action in equity to enforce performance on the part of the Unit Owner; or

(c) An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Any violations which are deemed by the Board of Directors to be a hazard to public health may be corrected immediately as an emergency matter by the Association and the cost thereof shall be charged to the Unit Owner as a specific item, which shall be a lien against said Unit with the same force and effect as if, the charge were a part of the common expenses.

SECTION 2. NEGLIGENCE OR CARELESSNESS OF UNIT OWNER, ETC.: All Unit Owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify and waiver by an insurance company of its right of subrogation. The expense for any maintenance, repair or replacement required, as provided in this Section, shall be charged to said Unit Owner as a specific item which shall be a lien against said Unit with the same force and effect if the charge were a part of the common expense.

SECTION 3. COST AND ATTORNEYS' FEES: In any proceeding arising because of an alleged default by a Unit Owner, the prevailing party shall be entitled to recover costs of the proceeding and such reasonable attorneys' fees as may be determined by the Court.

SECTION 4. NO WAIVER OF RIGHTS: The failure of the Association or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Declaration documents shall not constitute a waiver of the right of the Association or Unit Owner to enforce such right, provision, covenant or condition in the future.

SECTION 5. ELECTION OF REMEDIES: All rights, remedies and privileges granted to the Association or Unit Owner, pursuant to any terms, provisions, covenants or contents of the Declaration documents, shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted to such other party by the Declaration documents, or at law or in equity.

SECTION 6. UNITS COMMITTED TO INTERVAL OWNERSHIP: Any liens or sanctions against an Owner of Unit Weeks in a Unit committed to Interval Ownership for an alleged default as set forth in this Article VII shall be limited to the Unit Weeks owned by such Owner and shall be of no force and effect as to any other Unit Weeks or Owner thereof. The "Unit Owner" as used throughout this article shall be deemed to include Owners of Unit Weeks in Units committed to Interval Ownership.

ARTICLE VIII.

ACQUISITION OF UNITS ON FORECLOSURE

SECTION 1. ACQUISITION OF UNITS ON FORECLOSURE: At any foreclosure sale of a Unit, the Board of Directors may, with the authorization and approval by the affirmative vote of voting members casting not less than sixty percent (60%) of the total votes of the members present at any regular or special meeting of the members wherein said matter is voted upon, acquire in the name of the Association, or its designee, a Townhouse Unit Week(s) being foreclosed. The term "foreclosure", as used in this Section, shall mean and include any foreclosure of any lien, excluding the Association's lien for assessments. The power of the Board of Directors to acquire a Townhouse Unit Week(s) at any foreclosure sale shall never be interpreted as any requirement or obligation on the part of the said Board of Directors or of the Association to do so at any foreclosure sale, the provisions hereof being permissive in nature and for the purpose of setting forth the power in the Board of Directors to do so should the requisite approval of the voting members be obtained. The Board of Directors shall not be required to obtain the approval of Unit Owners at the foreclosure sale of a Unit, due to the foreclosure of the Association's lien for assessments under the provisions of the Declaration notwithstanding the sum the Board of Directors determines to bid at such foreclosure sale.

SECTION 2. TRANSFER OF UNITS: All Owners of Units or Unit Weeks in a Unit committed to Interval Ownership shall notify the Association, of any transfer, by sale or otherwise, of said Unit or Unit Week within ten (10) days of the date of same. Said Notice shall include such information and be in the form that the Association shall prescribe from time to time. The Association may send all necessary Notices to the person shown as Owner of said Unit or Unit Weeks in its records, and said Notice shall be binding as to any other Owner of said Unit or Unit Weeks where the Association has not been notified as provided herein.

ARTICLE IX.

AMENDMENTS TO THE BY-LAWS

The By-Laws may be altered, amended or added to at any duly called meeting of the Unit Owners, provided;

(1) Notice of the meeting shall contain a statement of the proposed Amendment.

(2) If the Amendment has received the unanimous approval of the full Board of Directors, then it shall be approved upon the affirmative vote of the voting members casting a majority of the total votes of the members of the Association.

(3) If the Amendment has not been approved by the unanimous vote of the Board of Directors, then the Amendment shall be approved by the affirmative vote of the voting members present or by proxy, casting not less than three-fourth (3/4ths) of the total vote; and,

(4) Said Amendment shall be recorded and certified.

(5) Notwithstanding the foregoing, these By-Laws may only be amended with the written approval when required of the parties specified in the Declaration.

ARTICLE X.

NOTICES

Whatever Notices are required to be sent hereunder shall be delivered or sent in accordance with the applicable provisions for Notices as set forth in the Declaration.

ARTICLE XI.

INDEMNIFICATIONS

The Association shall indemnify every Director and every officer, his heirs, executors, and administrators, against all loss, cost and

RECEIPT FOR PUBLIC OFFERING STATEMENT

SILVERWOODS

I HEREBY ACKNOWLEDGE THAT I RECEIVED THE PUBLIC OFFERING STATEMENT OF SILVERWOODS ON _____ AND I UNDERSTAND THAT MY RIGHT TO CANCEL ANY SALES AGREEMENT TO PURCHASE A TIMESHARE INTERVAL EXPIRES ON _____, WHICH IS FIVE (5) DAYS, SUNDAYS AND HOLIDAYS EXCEPTED, AFTER SIGNING ANY SALES AGREEMENT OR FIVE (5) DAYS, SUNDAYS AND HOLIDAYS EXCEPTED, AFTER RECEIPT OF THE PUBLIC OFFERING STATEMENT, WHICHEVER IS LATER.

_____
Signature

_____
Date

RECEIPT FOR PUBLIC OFFERING STATEMENT

SILVERWOODS

I HEREBY ACKNOWLEDGE THAT I RECEIVED THE PUBLIC OFFERING STATEMENT OF SILVERWOODS ON _____ AND I UNDERSTAND THAT MY RIGHT TO CANCEL ANY SALES AGREEMENT TO PURCHASE A TIMESHARE INTERVAL EXPIRES ON _____, WHICH IS FIVE (5) DAYS, SUNDAYS AND HOLIDAYS EXCEPTED, AFTER SIGNING ANY SALES AGREEMENT OR FIVE (5) DAYS, SUNDAYS AND HOLIDAYS EXCEPTED, AFTER RECEIPT OF THE PUBLIC OFFERING STATEMENT, WHICHEVER IS LATER.

_____

Signature

_____

Date

COURT OF COMMON PLEAS OF THE FORTY-SIXTH JUDICIAL DISTRICT
COMMONWEALTH OF PENNSYLVANIA - CLEARFIELD COUNTY
CIVIL ACTION

WOLF RUN MANOR ASSOCIATION, INC., SILVERWOODS ASSOCIATION, INC.,	:	
Plaintiffs	:	
vs.	:	No.: 05-15-CIVIL
W. LOUIS MCDONALD and GROUP WISE, INC.,	:	
Defendants	:	

CERTIFICATE OF SERVICE

I, **George R. Hludzik, Esquire,** do hereby certify that on February 16, 2005, I served a true and correct copy of Plaintiff's Amended Complaint endorsed with a Notice to Plead upon the following, via first class, U.S. mail, postage pre-paid, as follows:

Marshall E. Anders, Esquire
Anders & Masington, L.L.C.
18 North Eighth Street
Stroudsburg, PA 18360

W. Louis McDonald
P.O. Box 412
Gatlinburg, TN 37738

FILED
MAR 01 2005
01/1:05
William A. Shaw
Prothonotary/Clerk of Courts
4 CERT TO ATT

GEORGE R. HLUDZIK, ESQUIRE
ID # 54238
67 West Butler Drive
Drums, PA 18222
(570) 788-2121

Counsel for Plaintiff

LAW OFFICES OF
GEORGE R HLUDZIK, ESQ.
67 WEST BUTLER DRIVE
DRUMS, PA 18222
(570)788-2121

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
46TH JUDICIAL DISTRICT
COMMONWEALTH OF PENNSYLVANIA

WOLF RUN MANOR ASSOCIATION INC., and SILVERWOODS ASSOCIATION, INC.,	:	NO. 05-15-CD ~~CIVIL~~
Plaintiffs,	:	
v.	:	
W. LOUIS MCDONALD and GROUP WISE, INC.,	:	
Defendants.	:	

Amended Complaint filed 2-22-05

FILED no cc
m/ 11:04 BK
FEB 04 2005
William A. Shaw
Prothonotary/Clerk of Courts

PRELIMINARY OBJECTIONS

AND NOW, comes the Defendant, Group Wise, Inc., by and through its attorney, Marshall E. Anders, Esquire, of Anders & Masington, L.L.C., upon these Preliminary Objections to the Complaint filed in the above captioned matter.

I.

DEMURRER TO COUNT I - BREACH OF COVENANT, COUNT II – UNJUST ENRICHMENT, COUNT III – EASEMENT OWNERSHIP, COUNT IV – IMPLIED CONTRACT AND COUNT V – UNIFORM PLANNED COMMUNITY ACT

1. That Count I through Count V of the Complaint each seek an award of damages against the Defendants plus interest, attorney's fees and costs.

2. That the claim for the aforementioned damages is based upon a claim for fees and assessments for the period 1995 until the present.

3. That the claim for the fees, assessments is based upon the Defendants' alleged ownership of certain deeded timeshare weeks on behalf of Wolf Run in the amount of $530,764.38 and Silverwoods in the amount of $345,522.95.

4. That based upon the allegations in the Complaint, a Defendant is only liable for the payment of the dues, assessments and other charges for the period during which the Defendant owned the timeshare week.

5. That the Complaint alleges that Group Wise, Inc., within a month or at the most a period of one year after acquiring title to the timeshare estate, conveyed same to the Defendant, W. Louis McDonald.

6. That the Complaint, with four (4) possible exceptions, fails to allege:

a. The time period during which Group Wise, Inc. owned a timeshare week;

b. The dues, charges or assessments that were levied while Group Wise, Inc. owned a timeshare estate;

c. The invoices that were sent to Group Wise, Inc. requesting payment of any fees or assessments;

d. When and who took action to establish or levy the dues, assessments or charges that Group Wise, Inc. was required to pay during the period that it owned a timeshare estate; and

e. Whether Group Wise, Inc. still owns any timeshare weeks.

7. That by reason of the Complaint's failure to allege the essential facts referred to in Paragraph 6 of these Preliminary Objections, Count I through Count V of the Complaint fail to allege a cause of action upon which the Plaintiffs are entitled to recover.

WHEREFORE, the Defendant, Group Wise, Inc., by its attorney respectfully requests this Honorable Court to dismiss Count I through Count V of the Complaint as they relate to Group Wise, Inc.

II.

DEMURRER TO COUNT VI

8. The allegations contained in Paragraphs 1 through 7 of these Preliminary Objections are incorporated herein by reference, as if same were more fully set forth.

9. That Count VI of the Complaint fails to allege a cause of action for fraudulent conveyance.

10. That Count VI of the Complaint is defective for the same reasons as Count I through Count V of the Complaint.

11. That in addition, Count VI of the Complaint fails to allege all of the essential elements of the tort of Fraudulent Conveyance.

12. That for the aforementioned reasons, Count VI of the Complaint fails to allege a cause of action upon which the Plaintiffs are entitled to recover.

WHEREFORE, the Defendant, Group Wise, Inc., by its attorney respectfully requests this Honorable Court to dismiss Count VI of the Complaint as it relates to Group Wise, Inc.

III.

DEMURRER TO COUNTS I THROUGH VI OF THE COMPLAINT

13. The allegations contained in Paragraphs 1 through 12 of these Preliminary Objections are incorporated herein by reference, as if same were more fully set forth.

14. That Paragraph 13 of the Complaint alleges that the Plaintiffs' claims are for fees and assessments levied or charged from 1995 until the present.

15. That the Statutes of Limitations for each Count in the Complaint are as follows:

Count I – Breach of Covenant – 4 years

Count II – Unjust Enrichment – 4 years

Count III – Easement Ownership – 4 years

Count IV – Implied Contract – 4 years

Count V – Uniform Planned Community Act – 3 or 4 years

Count VI – Fraudulent Conveyance – 4 years

16. That applicability of the Statute of Limitations is evidenced from the face of the Complaint.

17. That the Plaintiffs' claims are barred totally or partially by the applicable Statutes of Limitations.

18. That by reason of the aforementioned, the Plaintiffs' claims for fees prior to January 5, 2001 are barred by the Statute of Limitations and should be dismissed.

WHEREFORE, the Defendant, Group Wise, Inc., by its attorney respectfully requests this Honorable Court to dismiss Count I through Count VI of the Complaint as they relate to Group Wise, Inc.

IV.

DEMURRER TO COUNT V – UNIFORM PLANNED COMMUNITY ACT

19. The allegations contained in Paragraphs 1 through 18 of these Preliminary Objections are incorporated herein by reference, as if same were more fully set forth.

20. That the Uniform Planned Community Act authorizes special relief on behalf of an association if it does not receive dues, etc. from a unit owner, to wit, the filing of a lien which then may be foreclosed upon.

21. That while the Act permits an Association to exercise other remedies the remedy provided by the Act is as aforementioned.

22. That Count V of the Complaint purports to allege a cause of action pursuant to the Act but requests the entry of a monetary judgment as opposed to the foreclosure on a lien.

23. That by reason of the aforementioned, Count V of the Complaint fails to allege a cause of action upon which relief can be granted pursuant to the Uniform Planned Community Act.

WHEREFORE, the Defendant, Group Wise, Inc., by its attorney respectfully requests this Honorable Court to dismiss Count V of the Complaint as it relates to Group Wise, Inc.

V.

IN THE ALTERNATIVE, MOTION FOR MORE SPECIFIC COMPLAINT

24. The allegations contained in Paragraphs 1 through 18 of these Preliminary Objections are incorporated herein by reference, as if same were more fully set forth.

25. The Complaint alleges that the Defendants were billed for assessments and other charges. (Paragraphs 16 and 17)

26. No copies of the invoices or bills were attached to the Complaint in derogation of Rule 1019 of the Pennsylvania Rules of Civil Procedure.

27. That in the event that this Honorable Court does not grant the demurrer of Group Wise, Inc., the Plaintiff should be directed to file a more specific Complaint to address the deficiencies upon which the demurrer is based.

WHEREFORE, the Defendant, Group Wise, Inc., by its attorney, respectfully requests this Honorable Court to direct the Plaintiff to file a more specific Complaint.

RESPECTFULLY SUBMITTED,

ANDERS & MASINGTON, L.L.C.

BY: _____

MARSHALL E. ANDERS, ESQUIRE
Attorney ID #17724
18 North 8th Street
Stroudsburg, PA 18360
(570) 424-1117

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
46TH JUDICIAL DISTRICT
COMMONWEALTH OF PENNSYLVANIA

WOLF RUN MANOR ASSOCIATION INC., and SILVERWOODS ASSOCIATION, INC.,	:	NO. 05-15-CIVIL
Plaintiffs,	:	
v.	:	
W. LOUIS MCDONALD and GROUP WISE, INC.,	:	
Defendants.	:	

CERTIFICATE OF SERVICE

I, MARY B. JEZIERSKI, being duly sworn according to law, depose and say, that on February 2, 2005, I served by First Class Mail, Postage Prepaid, a true and correct copy of Preliminary Objections and a Memorandum in Support thereof, upon:

George R. Hludzik, Esquire
67 West Butler Drive
Drums, PA 18222

Mary B. Jezierski
MARY B. JEZIERSKI

Sworn to and subscribed
before me this 2nd
day of February, 2005

Karen M. Clifford

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN M. CLIFFORD, Notary Public
Stroud Twp., Monroe County
My Commission Expires March 24, 2008

IN THE COURT OF COMMON PLEAS
OF MONROE COUNTY
46TH JUDICIAL DISTRICT
COMMONWEALTH OF PENNSYLVANIA
NO. 05-15-CV

WOLF RUN MANOR ASSOCIATION INC., AND SILVERWOODS ASSOCIATION, INC.,

Plaintiffs,

Vs.

W. LOUIS MCDONALD AND GROUP WISE, INC.,

Defendants.

PRELIMINARY OBJECTIONS

ANDERS & MASINGTON, L.L.C.
ATTORNEY AT LAW
18 NORTH 8TH STREET
STROUDSBURG, PENNSYLVANIA 18360

570-424-1117

FILED
FEB 04 2005
William A. Shaw
Prothonotary/Clerk of Courts

CA

COURT OF COMMON PLEAS OF THE FORTY-SIXTH JUDICIAL DISTRICT
COMMONWEALTH OF PENNSYLVANIA - CLEARFIELD COUNTY
CIVIL ACTION

WOLF RUN MANOR ASSOCIATION, INC., SILVERWOODS ASSOCIATION, INC.,	:	
Plaintiffs	:	
vs.	:	No.: 05-15-CIVIL
LOUIS W. MCDONALD and GROUP WISE, INC.,	:	
Defendants	:	

ACCEPTANCE OF SERVICE BY DEFENDANT
PURSUANT TO Pa.R.C.P. No. 402(b)

I, W. LOUIS McDONALD, accept service of the Complaint in the above captioned matter.

Date: 2-24-05

W. LOUIS McDONALD
P.O. Box 412
Gatlinburg, TN 37738

FILED NO CC
MAR 11 2005
William A. Shaw
Prothonotary/Clerk of Courts

FILED
MAR 11 2005
William A Shaw
Prothonotary/Clerk of Courts

COURT OF COMMON PLEAS OF THE FORTY-SIXTH JUDICIAL DISTRICT
COMMONWEALTH OF PENNSYLVANIA - CLEARFIELD COUNTY
CIVIL ACTION

WOLF RUN MANOR ASSOCIATION, INC., SILVERWOODS ASSOCIATION, INC.,	:	
Plaintiffs	:	
vs.	:	No.: 05-15-CIVIL
W. LOUIS MCDONALD and GROUP WISE, INC.,	:	
Defendants	:	

FILED no cc
m/11:27 BY
MAR 24 2005 GV
William A. Shaw
Prothonotary/Clerk of Courts

ANSWER TO PRELIMINARY OBJECTIONS TO AMENDED COMPLAINT

AND NOW comes the Plaintiffs, Wolf Run Manor Association, Inc., and Silverwoods Association, Inc., by and through its counsel, George R. Hludzik, Esquire, and hereby answers the Preliminary Objections of the Defendant, Group Wise, Inc., to Plaintiff's Amended Complaint as follows:

1. Admitted.

2. Admitted.

3. Admitted in part and denied in part. It is admitted that part of the claim for the dues, assessments, and other charges is based upon the Defendants' alleged ownership of certain deeded timeshare estates and/or ownership interest therein. It is specifically denied that said claim is based solely on the foregoing. By way of further answer, Plaintiffs aver that, as alleged

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67 WEST BUTLER DRIVE
DRUMS, PA 18222
(570)788-2121

in Count VI of Plaintiffs' Complaint, *inter alia*, that Plaintiffs' claims additionally are grounded in Defendants' scheme to defraud the Plaintiffs

4. Admitted in part and denied in part. It is admitted that the allegations in the Complaint claim liability of the Defendants for payment of the dues, assessments and other charges for the period during which the Defendants owned the timeshare interest or estate. It is specifically denied that Plaintiffs' Complaint indicated that is the only time Defendants are liable for payment. By way of further answer, Plaintiffs also allege on Count VI of its Complaint, that the Defendants conspired to defraud the Plaintiffs and therefore are liable for all damages suffered by the Plaintiffs as a consequence thereof.

5. Admitted.

6. Specifically denied as pleaded. By way of further answer, Plaintiff avers that it sufficiently identified the properties themselves and the ownership of each, so that each Defendant would be aware of each timeshare estate, or all of the following could be obtained through discovery:

a. the time period during which Group Wise, Inc., owned a timeshare estate;

b. the dues, charges or assessments that were levied while Group Wise, Inc., owned a timeshare estate;

c. the invoices that were sent to Group Wise, Inc., requesting payment of any dues, assessments or other charges;

d. when and who took action to establish or levy the dues, assessments or charges that Group Wise, Inc., was required to pay during the period that it owned a timeshare estate; and

e. whether Group Wise, Inc., still owns any timeshare estates.

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(570)788-2121

7. Specifically denied as pleaded and strict proof thereof is demanded at time of trial. By way of further answer, Plaintiffs aver that the Complaint sufficiently states a cause of action upon which relief may be granted.

WHEREFORE, the Plaintiffs, Wolf Run Manor Association, Inc., and Silverwoods Association, Inc., respectfully request this Honorable Court to deny and dismiss the Preliminary Objections of the Defendant, Group Wise, Inc., to Count I through Count V of Plaintiffs' Complaint.

II.

DEMURRER TO COUNT VI

8. Plaintiffs hereby incorporate herein by reference the allegations contained in paragraphs one (1) through seven (7) of this Answer to Preliminary Objections.

9. Admitted.

10. Specifically denied as pleaded and strict proof thereof is demanded at time of trial. By way of further answer, Plaintiffs have sufficiently pleaded all causes of action contained in their Complaint.

11. Specifically denied as pleaded and strict proof thereof is demanded at time of trial. By way of further answer, Plaintiffs have sufficiently pleaded the requisite elements of an action for the civil tort of conspiracy.

12. Specifically denied as pleaded and strict proof thereof is demanded at time of trial. By way of further answer, Plaintiffs have sufficiently pleaded a cause of action upon which relief may be granted.

WHEREFORE, the Plaintiffs, Wolf Run Manor Association, Inc., and Silverwoods

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Association, Inc., respectfully request this Honorable Court to deny and dismiss the Preliminary Objections of the Defendant, Group Wise, Inc., to Count VI of Plaintiffs' Complaint.

III.

DEMURRER TO COUNT VII OF THE AMENDED COMPLAINT

13. Plaintiffs hereby incorporate herein by reference the allegations contained in paragraphs one (1) through twelve (12) of this Answer to Preliminary Objections.

14. Admitted.

15. Specifically denied as pleaded and strict proof thereof is demanded at time of trial. By way of further answer, Plaintiffs aver that the allegations contained in paragraph fifteen (15) of Defendant's Preliminary Objections constitute a conclusion of law to which no response is required. By way of further answer, the Unfair Trade Practices and Consumer Protection Act provides for private rights of actions and the Plaintiff is a person for purposes of bringing this action.

16. Specifically denied as pleaded and strict proof thereof is demanded at time of trial. By way of further answer, Plaintiffs aver that the allegations contained in paragraph sixteen (16) of Defendant's Preliminary Objections constitute a conclusion of law to which no response is required. By way of further answer, the Unfair Trade Practices and Consumer Protection Act is remedial legislation, which must be construed liberally in order to effectuate the goal of consumer protection.

17. Specifically denied as pleaded and strict proof thereof is demanded at time of trial. By way of further answer, Plaintiffs aver that the allegations contained in paragraph seventeen (17) of Defendant's Preliminary Objections constitute a conclusion of law to which no response

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is required. By way of further answer, the Unfair Trade Practices and Consumer Protection Act is remedial legislation, which must be construed liberally in order to effectuate the goal of consumer protection.

18. Specifically denied as pleaded and strict proof thereof is demanded at time of trial. By way of further answer, Plaintiffs have sufficiently pleaded a cause of action upon which relief may be granted. Additionally, Plaintiffs aver that the allegations contained in paragraph eighteen (18) of Defendant's Preliminary Objections constitute a conclusion of law to which no response is required.

WHEREFORE, the Plaintiffs, Wolf Run Manor Association, Inc., and Silverwoods Association, Inc., respectfully request this Honorable Court to deny and dismiss the Preliminary Objections of the Defendant, Group Wise, Inc., to Count VII of Plaintiffs' Complaint.

IV.

DEMURRER TO COUNTS I THROUGH VI OF THE AMENDED COMPLAINT

19. Plaintiffs hereby incorporate herein by reference the allegations contained in paragraphs one (1) through eighteen (18) of this Answer to Preliminary Objections.

20. Admitted.

21. Specifically denied as pleaded and strict proof thereof is demanded at time of trial. By way of further answer, Plaintiffs aver that the allegations contained in paragraph twenty-one (21) of Defendant's Preliminary Objections constitute a conclusion of law to which no response is required.

22. Specifically denied as pleaded and strict proof thereof is demanded at time of trial. By way of further answer, Plaintiffs aver that the allegations contained in paragraph twenty-two

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(22) of Defendant's Preliminary Objections constitute a conclusion of law to which no response is required.

23. Specifically denied as pleaded and strict proof thereof is demanded at time of trial. By way of further answer, Plaintiffs aver that the allegations contained in paragraph twenty-three (23) of Defendant's Preliminary Objections constitute a conclusion of law to which no response is required.

24. Specifically denied as pleaded. By way of further answer, Plaintiffs aver that the allegations contained in paragraph twenty-four (24) of Defendant's Preliminary Objections constitute a conclusion of law to which no response is required.

WHEREFORE, the Plaintiffs, Wolf Run Manor Association, Inc., and Silverwoods Association, Inc., respectfully request this Honorable Court to deny and dismiss the Preliminary Objections of the Defendant, Group Wise, Inc., to Count I through Count V of Plaintiffs' Complaint.

V.

DEMURRER TO COUNT V - UNIFORM PLANNED COMMUNITY ACT

25. Plaintiffs hereby incorporate herein by reference the allegations contained in paragraphs one (1) through twenty-four (24) of this Answer to Preliminary Objections.

26. Admitted.

27. Admitted in part and denied in part. It is admitted that the Uniform Planned Community Act ("Act") authorizes an Association to foreclose on a lien if a unit owner does not pay dues and other fees authorized under the Act. It is specifically denied foreclosure of a lien claim is the only remedy provided to an Association under the Act to recover sums for which a

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67 WEST BUTLER DRIVE
DRUMS, PA 18222
(570)788-2121

lien is created.

28. Admitted in part and denied in part. It is admitted that Count V of the Amended Complaint alleges a cause of action pursuant to the Act and requests the entry of a money judgment. It is specifically denied the request for the entry of a money judgment is "as opposed" to the foreclosure on a lien. By way of further answer, Plaintiff denies that foreclosure of a lien is the only remedy afforded to it by the Act.

29. Specifically denied as pleaded and strict proof thereof is demanded at time of trial. By way of further answer, Plaintiffs aver that the remedy sought by the Plaintiffs herein is provided under the Act.

WHEREFORE, the Plaintiffs, Wolf Run Manor Association, Inc., and Silverwoods Association, Inc., respectfully request this Honorable Court to deny and dismiss the Preliminary Objections of the Defendant, Group Wise, Inc., to Count V of Plaintiffs' Complaint.

VI.

MOTION TO STRIKE

30. Plaintiffs hereby incorporate herein by reference the allegations contained in paragraphs one (1) through twenty-nine (29) of this Answer to Preliminary Objections.

31. Admitted.

32. Admitted.

33. Specifically denied as pleaded and strict proof thereof is demanded at time of trial. By way of further answer, Plaintiffs aver that the allegations contained in paragraph thirty-three (33) of Defendant's Preliminary Objections constitute a conclusion of law to which no response is required.

LAW OFFICES OF
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67 WEST BUTLER DRIVE
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(570)788-2121

WHEREFORE, the Plaintiffs, Wolf Run Manor Association, Inc., and Silverwoods Association, Inc., respectfully request this Honorable Court to deny and dismiss the Preliminary Objections of the Defendant, Group Wise, Inc., to Count VII of Plaintiffs' Complaint.

VII.

IN THE ALTERNATIVE, MOTION FOR MORE SPECIFIC COMPLAINT

34. Plaintiff hereby incorporates herein by reference the allegations contained in paragraphs one (1) through thirty-three (33) of this Answer to Preliminary Objections.

35. Admitted.

36. Admitted in part and denied in part. It is admitted that no copies of invoices or bills were attached to the Amended Complaint. It is specifically denied that attachment of invoices or bills are required pursuant to Rule 1019 of the Pennsylvania Rules of Civil Procedure. By way of further answer, Plaintiff avers that the allegations contained in paragraph thirty-six (36) of Defendant's Preliminary Objections constitute a conclusion of law to which no response is required.

37. Specifically denied as pleaded. By way of further answer, Plaintiff avers that the allegations contained in paragraph thirty-seven (37) of Defendant's Preliminary Objections constitute a conclusion of law to which no response is required.

WHEREFORE, the Plaintiffs, Wolf Run Manor Association, Inc., and Silverwoods Association, Inc., respectfully request this Honorable Court to deny and dismiss the Preliminary

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GEORGE R HLUDZIK, ESQ.
67 WEST BUTLER DRIVE
DRUMS, PA 18222
(570)788-2121

Objections of the Defendant, Group Wise, Inc., to Plaintiffs' Complaint.

Respectfully submitted,

GEORGE R. HLUDZIK, ESQUIRE
ID # 54238
67 West Butler Drive
Drums, PA 18222
(570) 788-2121

Counsel for Plaintiff

LAW OFFICES OF
GEORGE R HLUDZIK, ESQ.
67 WEST BUTLER DRIVE
DRUMS, PA 18222
(570)788-2121

COURT OF COMMON PLEAS
OF THE FORTY-SIXTH JUDICIAL DISTRICT
COMMONWEALTH OF PENNSYLVANIA - LUZERNE COUNTY
CIVIL ACTION

WOLF RUN MANOR ASSOCIATION, INC., and SILVERWOODS ASSOCIATION, INC.,	:	
Plaintiffs	:	
vs.	:	No.: 05-15-CIVIL
W. LOUIS MCDONALD and GROUP WISE, INC.	:	
Defendants	:	

VERIFICATION

I, KIRBY DORIUS, state that I am a Board Member of the Silverwoods Association, Inc., the Plaintiff herein, that I am authorized to make this affidavit on its behalf and that the facts set forth in the foregoing Answers to Preliminary Objections to Amended Complaint are true upon my personal knowledge, information and belief.

I understand that my statements are made subject to 18 Pa. Cons. Stat. § 4904 providing for criminal penalties for unsworn falsification to authorities.

Date: 3-18-05

KIRBY DORIUS, Board Member

LAW OFFICES OF
GEORGE R HLUDZIK, ESQ.
67 WEST BUTLER DRIVE
DRUMS, PA 18222
(570) 788-2121

COURT OF COMMON PLEAS
OF THE FORTY-SIXTH JUDICIAL DISTRICT
COMMONWEALTH OF PENNSYLVANIA - LUZERNE COUNTY
CIVIL ACTION

WOLF RUN MANOR ASSOCIATION, INC., and SILVERWOODS ASSOCIATION, INC.,	:	
Plaintiffs	:	
vs.	:	No.: 05-15-CIVIL
W. LOUIS MCDONALD and GROUP WISE, INC.	:	
Defendants	:	

VERIFICATION

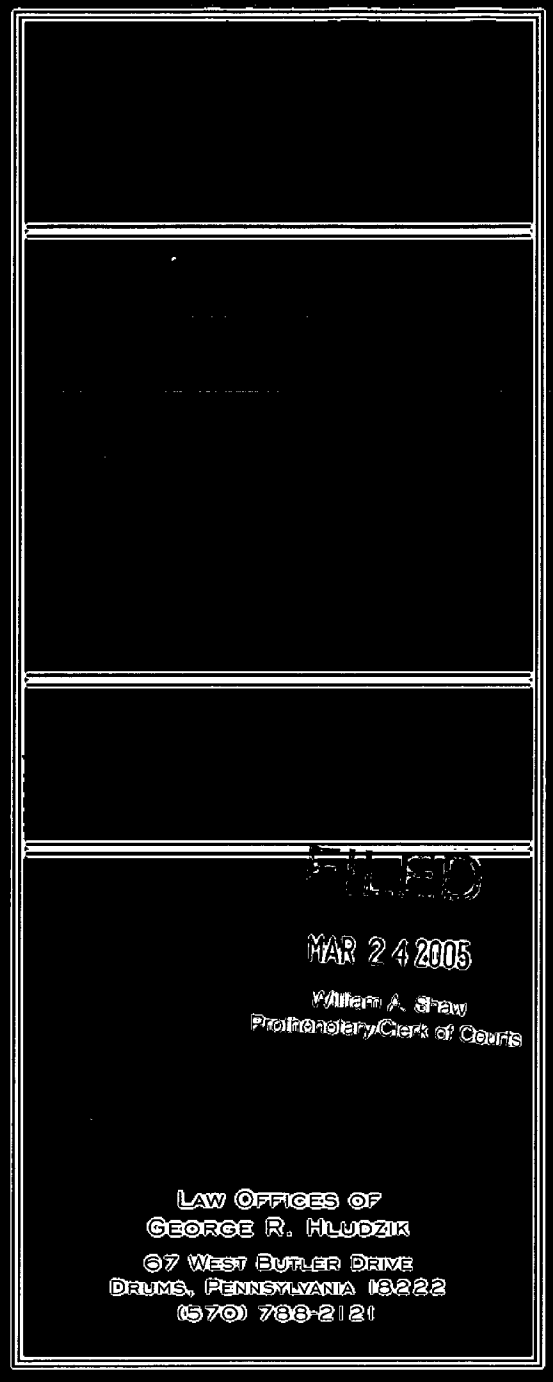
I, ROBERT BREEN, state that I am the President of the Wolf Run Manor Association, Inc., the Plaintiff herein, that I am authorized to make this affidavit on its behalf and that the facts set forth in the foregoing Answers to Preliminary Objections to Amended Complaint are true upon my personal knowledge, information and belief.

I understand that my statements are made subject to 18 Pa. Cons. Stat. § 4904 providing for criminal penalties for unsworn falsification to authorities.

Date: 3-18-05

ROBERT BREEN, President

LAW OFFICES OF
GEORGE R HLUDZIK, ESQ.
67 WEST BUTLER DRIVE
DRUMS, PA 18222
(570) 788-2121


FILED
MAR 24 2005
William A. Shaw
Prothonotary/Clerk of Courts
LAW OFFICES OF
GEORGE R. HLUDZIK
67 WEST BUTLER DRIVE
DRUMS, PENNSYLVANIA 18222
(570) 788-2121

COURT OF COMMON PLEAS OF THE FORTY-SIXTH JUDICIAL DISTRICT
COMMONWEALTH OF PENNSYLVANIA - CLEARFIELD COUNTY
CIVIL ACTION

WOLF RUN MANOR ASSOCIATION, INC., SILVERWOODS ASSOCIATION, INC.,	:	
Plaintiffs	:	
vs.	:	No.: 05-15-CIVIL
W. LOUIS MCDONALD and GROUP WISE, INC.,	:	
Defendants	:	

FILED NO CC
MAR 24 2005
William A. Shaw
Prothonotary/Clerk of Courts

CERTIFICATE OF SERVICE

I, **George R. Hludzik, Esquire,** do hereby certify that on March 22, 2005, I served a true and correct copy of Plaintiffs' Answer to Preliminary Objections to Amended Complaint and Brief in support of same upon the following, via first class, U.S. mail, postage pre-paid, as follows:

Marshall E. Anders, Esquire
Anders & Masington, L.L.C.
18 North Eighth Street
Stroudsburg, PA 18360

W. Louis McDonald
P.O. Box 412
Gatlinburg, TN 37738

GEORGE R. HLUDZIK, ESQUIRE
ID # 54238
67 West Butler Drive
Drums, PA 18222
(570) 788-2121
Counsel for Plaintiffs

LAW OFFICES OF
GEORGE R HLUDZIK, ESQ.
67 WEST BUTLER DRIVE
DRUMS, PA 18222
(570)788-2121

COURT OF COMMON PLEAS OF THE FORTY-SIXTH JUDICIAL DISTRICT
COMMONWEALTH OF PENNSYLVANIA - CLEARFIELD COUNTY
CIVIL ACTION

WOLF RUN MANOR ASSOCIATION, INC., SILVERWOODS ASSOCIATION, INC.,	:	
Plaintiffs	:	
vs.	:	No.: 05-15-CIVIL
LOUIS W. MCDONALD and GROUP WISE, INC.,	:	
Defendants	:	

CERTIFICATE OF SERVICE

I, **George R. Hludzik, Esquire**, do hereby certify that on March 30, 2005, I forwarded a "Ten (10) day Notice of Praecipe for Entry of Default Judgment," upon the following, by United States First Class Mail and Certified Mail, Return Receipt Requested, postage prepaid to:

W. Louis McDonald
P.O. Box 412
Gatlinburg, TN 37738

GEORGE R. HLUDZIK, ESQUIRE
ID # 54238
67 West Butler Drive
Drums, PA 18222
(570) 788-2121

Counsel for Plaintiff

FILED NO CC
m/12:41/cst
APR 0 1 2005 GK
William A. Shaw
Prothonotary/Clerk of Courts

LAW OFFICES OF
GEORGE R HLUDZIK, ESQ.
67 WEST BUTLER DRIVE
DRUMS, PA 18222
(570)788-2121

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
46TH JUDICIAL DISTRICT
COMMONWEALTH OF PENNSYLVANIA

WOLF RUN MANOR ASSOCIATION INC., and SILVERWOODS ASSOCIATION, INC.,	:	NO. 05-15-CIVIL
Plaintiffs,	:	
v.	:	
W. LOUIS MCDONALD and GROUP WISE, INC.,	:	
Defendants.	:	

ORDER OF COURT

AND NOW, this 8th day of April, 2005, upon consideration of the Preliminary Objections to Amended Complaint filed by the Defendant Group Wise, Inc., in the above captioned matter, argument is scheduled for the 4th day of May, 2005, at 2:30 o'clock P.m., Courtroom No. 1, Clearfield County Courthouse.

BY THE COURT:

Fredric J Ammerman

JUDGE

cc: Marshall E. Anders, Esquire
George R. Hludzik, Esquire

FILED 3 cc Atty
01 2:16 BY Anders
APR 08 2005 GK
William A. Shaw
Prothonotary/Clerk of Courts

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
46TH JUDICIAL DISTRICT
COMMONWEALTH OF PENNSYLVANIA

WOLF RUN MANOR ASSOCIATION INC., and SILVERWOODS ASSOCIATION, INC.,	:	NO. 05-15-CIVIL
Plaintiffs,	:	
v.	:	
W. LOUIS MCDONALD and GROUP WISE, INC.,	:	
Defendants.	:	

FILED icc
m/11:04 BN Atty
MAR 11 2005
William A. Shaw
Prothonotary/Clerk of Courts

PRELIMINARY OBJECTIONS TO AMENDED COMPLAINT

AND NOW, comes the Defendant, Group Wise, Inc., by and through its attorney, Marshall E. Anders, Esquire, of Anders & Masington, L.L.C., upon these Preliminary Objections to the Amended Complaint filed in the above captioned matter.

I.

DEMURRER TO COUNT I - BREACH OF COVENANT, COUNT II – UNJUST ENRICHMENT, COUNT III – EASEMENT OWNERSHIP, COUNT IV – IMPLIED CONTRACT AND COUNT V – UNIFORM PLANNED COMMUNITY ACT

1. That Count I through Count V of the Amended Complaint each seek an award of damages against the Defendants plus interest, attorney's fees and costs.

2. That the claim for the aforementioned damages is based upon a claim for fees and assessments for the period 1995 until the present.

3. That the claim for the fees, assessments is based upon the Defendants' alleged ownership of certain deeded timeshare weeks on behalf of Wolf Run in the amount of $530,764.38 and Silverwoods in the amount of $345,522.95.

4. That based upon the allegations in the Amended Complaint, a Defendant is only liable for the payment of the dues, assessments and other charges for the period during which the Defendant owned the timeshare week.

5. That the Amended Complaint alleges that Group Wise, Inc., within a month or at the most a period of one year after acquiring title to the timeshare estate, conveyed same to the Defendant, W. Louis McDonald.

6. That the Amended Complaint fails to allege:

a. The time period during which Group Wise, Inc. owned a timeshare week;

b. The dues, charges or assessments that were levied while Group Wise, Inc. owned a timeshare estate;

c. The invoices that were sent to Group Wise, Inc. requesting payment of any fees or assessments;

d. When and who took action to establish or levy the dues, assessments or charges that Group Wise, Inc. was required to pay during the period that it owned a timeshare estate; and

e. Whether Group Wise, Inc. still owns any timeshare weeks.

7. That by reason of the Amended Complaint's failure to allege the essential facts referred to in Paragraph 6 of these Preliminary Objections, Count I through Count V of the Amended Complaint fail to allege a cause of action upon which the Plaintiffs are entitled to recover.

WHEREFORE, the Defendant, Group Wise, Inc., by its attorney respectfully requests this Honorable Court to dismiss Count I through Count V of the Amended Complaint as they relate to Group Wise, Inc.

II.

DEMURRER TO COUNT VI

8. The allegations contained in Paragraphs 1 through 7 of these Preliminary Objections are incorporated herein by reference, as if same were more fully set forth.

9. That Count VI of the Amended Complaint purports to allege a cause of action for conspiracy.

10. That Count VI of the Amended Complaint is defective for the same reasons as Counts I through V of the Amended Complaint.

11. That in addition, Count VI of the Amended Complaint fails to allege all of the essential elements of the tort of conspiracy.

12. That by reason of the aforementioned, Count VI of the Amended Complaint fails to allege a cause of action upon which the Plaintiffs are entitled to recover.

WHEREFORE, the Defendant, Group Wise, Inc., by its attorney respectfully requests this Honorable Court to dismiss Count VI of the Amended Complaint as it relates to Group Wise, Inc.

III.

DEMURRER TO COUNT VII OF THE AMENDED COMPLAINT

13. The allegations contained in Paragraphs 1 through 12 of these Preliminary Objections are incorporated herein by reference, as if same were more fully set forth.

14. That Count VII of the Amended Complaint purports to allege a cause of action pursuant to the Unfair Trade Practices and Consumer Protection Act.

15. That the Unfair Trade Practices and Consumer Protection Act is not applicable to the transactions between the Plaintiff and the Objecting Defendant.

16. That the Plaintiff is not a member of the class protected by the Unfair Trade Practices and Consumer Protection Act

17. That the Plaintiff has no right to pursue a private action, pursuant to the Unfair Trade Practices and Consumer Protection Act and, therefore, has no ability, pursuant to the Act to bring this litigation.

18. That by reason of the aforementioned, Count VII of the Amended Complaint fails to allege a cause of action upon which the Plaintiff is entitled to recover.

WHEREFORE, the Defendant, Group Wise, Inc., by its attorney respectfully requests this Honorable Court to dismiss Count VII of the Amended Complaint as it relates to Group Wise, Inc.

IV.

DEMURRER TO COUNTS I THROUGH VI OF THE AMENDED COMPLAINT

19. The allegations contained in Paragraphs 1 through 18 of these Preliminary Objections are incorporated herein by reference, as if same were more fully set forth.

20. That Paragraph 13 of the Amended Complaint alleges that the Plaintiffs' claims are for fees and assessments levied or charged from 1995 until the present.

21. That the Statutes of Limitations for each Count in the Amended Complaint are as follows:

Count I – Breach of Covenant – 4 years

Count II – Unjust Enrichment – 4 years

Count III – Easement Ownership – 4 years

Count IV – Implied Contract – 4 years

Count V – Uniform Planned Community Act – 3 or 4 years

Count VI – Conspiracy – 2 years

22. That applicability of the Statute of Limitations is evidenced from the face of the Amended Complaint.

23. That the Plaintiffs' claims are barred totally or partially by the applicable Statutes of Limitations.

24. That by reason of the aforementioned, the Plaintiffs' claims for fees prior to January 5, 2001 are barred by the Statute of Limitations and those claims should be dismissed.

WHEREFORE, the Defendant, Group Wise, Inc., by its attorney respectfully requests this Honorable Court to dismiss Count I through Count VI of the Amended Complaint as they relate to Group Wise, Inc.

V.

DEMURRER TO COUNT V – UNIFORM PLANNED COMMUNITY ACT

25. The allegations contained in Paragraphs 1 through 24 of these Preliminary Objections are incorporated herein by reference, as if same were more fully set forth.

26. That the Uniform Planned Community Act authorizes special relief on behalf of an association if it does not receive dues, etc. from a unit owner, to wit, the filing of a lien which then may be foreclosed upon.

27. That while the Act permits an Association to exercise other remedies the remedy provided by the Act is as aforementioned.

28. That Count V of the Amended Complaint purports to allege a cause of action pursuant to the Act but requests the entry of a monetary judgment as opposed to the foreclosure on a lien.

29. That by reason of the aforementioned, Count V.of the Amended Complaint fails to allege a cause of action upon which relief can be granted pursuant to the Uniform Planned Community Act.

WHEREFORE, the Defendant, Group Wise, Inc., by its attorney respectfully requests this Honorable Court to dismiss Count V of the Amended Complaint as it relates to Group Wise, Inc.

VI.

MOTION TO STRIKE

30. The allegations contained in Paragraphs 1 through 29 of these Preliminary Objections are incorporated herein by reference, as if same were more fully set forth.

31. That Count VIII of the Amended Complaint purports to be a claim for punitive damages.

32. That the claim for punitive damages is based upon the provisions of the Uniform Planned Community Act.

33. That the Uniform Planned Community Act is not applicable, since the Plaintiff has not properly asserted a cause of action based upon the Act.

WHEREFORE, the Defendant, Group Wise, Inc., by its attorney respectfully requests this Honorable Court to dismiss Count VIII of the Amended Complaint as it relates to Group Wise, Inc.

VII.

IN THE ALTERNATIVE, MOTION FOR MORE SPECIFIC COMPLAINT

34. The allegations contained in Paragraphs 1 through 33 of these Preliminary Objections are incorporated herein by reference, as if same were more fully set forth.

35. The Amended Complaint alleges that the Defendants were billed for assessments and other charges. (Paragraphs 16 and 17)

36. No copies of the invoices or bills were attached to the Amended Complaint in derogation of Rule 1019 of the Pennsylvania Rules of Civil Procedure.

37. That in the event that this Honorable Court does not grant the demurrer of Group Wise, Inc., the Plaintiff should be directed to file a more specific Complaint to address the deficiencies upon which the demurrer is based.

WHEREFORE, the Defendant, Group Wise, Inc., by its attorney, respectfully requests this Honorable Court to direct the Plaintiff to file a more specific Complaint.

RESPECTFULLY SUBMITTED,

ANDERS & MASINGTON, L.L.C.

BY: _____

MARSHALL E. ANDERS, ESQUIRE
Attorney ID #17724
18 North 8th Street
Stroudsburg, PA 18360
(570) 424-1117
Attorney for Defendant, Group Wise, Inc.

OA

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
46TH JUDICIAL DISTRICT
COMMONWEALTH OF PENNSYLVANIA

WOLF RUN MANOR ASSOCIATION INC., and SILVERWOODS ASSOCIATION, INC.,	:	NO. 05-15-CIVIL
Plaintiffs,	:	
v.	:	
W. LOUIS MCDONALD and GROUP WISE, INC.,	:	
Defendants.	:	

FILED GK NO CC
01:12:46 BN
APR 15 2005
William A. Shaw
Prothonotary/Clerk of Courts

CERTIFICATE OF SERVICE

I, MARY B. JEZIERSKI, being duly sworn according to law, depose and say, that on April 13, 2005, I served by First Class Mail, Postage Prepaid, a true and correct copy of a Reply Memorandum of Law, upon:

George R. Hludzik, Esquire
67 West Butler Drive
Drums, PA 18222

Mary B. Jezierski
MARY B. JEZIERSKI

Sworn to and subscribed
before me this 13th
day of April, 2005

Karen M. Clifford

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN M. CLIFFORD, Notary Public
Stroud Twp., Monroe County
My Commission Expires March 24, 2008

COURT OF COMMON PLEAS OF THE FORTY-SIXTH JUDICIAL DISTRICT
COMMONWEALTH OF PENNSYLVANIA - CLEARFIELD COUNTY
CIVIL ACTION

WOLF RUN MANOR ASSOCIATION, INC., SILVERWOODS ASSOCIATION, INC.,	:	
Plaintiffs	:	
vs.	:	No.: 05-15-CIVIL
LOUIS W. MCDONALD and GROUP WISE, INC.,	:	
Defendants	:	

TO: W. LOUIS MCDONALD
P.O. BOX 412
GATLINBURG, TN 37738

Pursuant to Pa.R.C.P. 236, you are hereby notified that a JUDGMENT BY DEFAULT has been entered against you in the above proceeding.

DATE: April 14, 2005

PROTHONOTARY

FILED
APR 14 2005
m/ 4:00/ l
William A. Shaw
Prothonotary

1 NOTICE TO DEFT. McDONALD
2 to Atty w/ Statement to Atty

LAW OFFICES OF
GEORGE R HLUDZIK, ESQ.
67 WEST BUTLER DRIVE
DRUMS, PA 18222
(570)788-2121

COURT OF COMMON PLEAS OF THE FORTY-SIXTH JUDICIAL DISTRICT
COMMONWEALTH OF PENNSYLVANIA - CLEARFIELD COUNTY
CIVIL ACTION

WOLF RUN MANOR ASSOCIATION, INC., SILVERWOODS ASSOCIATION, INC.,	:	
Plaintiffs	:	
vs.	:	No.: 05-15-CIVIL
LOUIS W. MCDONALD and GROUP WISE, INC.,	:	
Defendants	:	

PRAECIPE FOR DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Please enter judgment of default in favor of Plaintiffs, Wolf Run Manor Association, Inc. and Silverwoods Association, Inc., and against the Defendant, W. Louis McDonald for Defendant's failure to plea to the Complaint in this action within the required time. The Complaint contains a Notice to Defend within twenty (20) days from the date of service thereof. Defendant was served with the Complaint on February 21, 2005 and the Defendant's answer was due to be filed on March 14, 2005.

Attached as Exhibit "A" is a copy of Plaintiff's written Notice of Intention to File Praecipe for Entry of Default Judgment, which I certify was mailed by regular mail to the Defendant's last known address on March 30, 2005, which is at least ten (10) days prior to the filing of this Praecipe.

Please assess damages in the amount of $876,287.33, being the amount demanded in the complaint.

Respectfully submitted,

By: _____

GEORGE R. HLUDZIK, ESQUIRE
Supr. Ct. I.D. # 54238
67 West Butler Drive
Drums, PA 18222
570-788-2121

LAW OFFICES OF
GEORGE R HLUDZIK, ESQ.
67 WEST BUTLER DRIVE
DRUMS, PA 18222
(570)788-2121

Exhibit "A"

COURT OF COMMON PLEAS OF THE FORTY-SIXTH JUDICIAL DISTRICT
COMMONWEALTH OF PENNSYLVANIA - CLEARFIELD COUNTY
CIVIL ACTION

WOLF RUN MANOR ASSOCIATION, INC., SILVERWOODS ASSOCIATION, INC.,	:	
Plaintiffs	:	
vs.	:	No.: 05-15-CIVIL
LOUIS W. MCDONALD and GROUP WISE, INC.,	:	
Defendants	:	

TO: W. LOUIS McDONALD
P.O. Box 412
Gatlinburg, TN 37738

DATE: March 30, 2005

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

Keystone Legal Services
211 ½ E. Locust Street
Clearfield, PA 16830
(800) 326-9177

BY: _____
GEORGE R. HLUDZIK, ESQUIRE
67 West Butler Drive
Drums, PA 18222
(570) 788-2121
Supr. ID# 54238
Counsel for the Plaintiff

LAW OFFICES OF
GEORGE R HLUDZIK, ESQ.
67 WEST BUTLER DRIVE
DRUMS, PA 18222
(570) 788-2121

COURT OF COMMON PLEAS OF THE FORTY-SIXTH JUDICIAL DISTRICT
COMMONWEALTH OF PENNSYLVANIA - CLEARFIELD COUNTY
CIVIL ACTION

WOLF RUN MANOR ASSOCIATION, INC., SILVERWOODS ASSOCIATION, INC.,	:	
Plaintiffs	:	
vs.	:	No.: 05-15-CIVIL
LOUIS W. MCDONALD and GROUP WISE, INC.,	:	
Defendants	:	

CERTIFICATE OF SERVICE

I, **George R. Hludzik, Esquire**, do hereby certify that on March 30, 2005, I forwarded a "Ten (10) day Notice of Praecipe for Entry of Default Judgment," upon the following, by United States First Class Mail and Certified Mail, Return Receipt Requested, postage prepaid to:

W. Louis McDonald
P.O. Box 412
Gatlinburg, TN 37738

GEORGE R. HLUDZIK, ESQUIRE
ID # 54238
67 West Butler Drive
Drums, PA 18222
(570) 788-2121

Counsel for Plaintiff

FILED
12:41
APR 01 2005
William A. Shaw
Prothonotary/Clerk of Courts

LAW OFFICES OF
GEORGE R HLUDZIK, ESQ.
67 WEST BUTLER DRIVE
DRUMS, PA 18222
(570)788-2121

LAW OFFICES OF
GEORGE R. HLUDZIK
67 WEST BUTLER DRIVE
DRUMS, PENNSYLVANIA 18222
(570) 788-2121

FILED

APR 14 2005

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY ,
PENNSYLVANIA
STATEMENT OF JUDGMENT

Wolf Run Manor Association, Inc.
Silverwoods Association, Inc.
Plaintiff(s)

No.: 2005-00015-CD

Real Debt: $876,287.33

Atty's Comm: $

Vs.

Costs: $

Int. From: $

Louis W. McDonald
Group Wise, Inc.
Defendant(s)

Entry: $20.00

Judgment against Louis W. McDonald ONLY

Instrument: Default Judgment
Against Louis W. McDonald ONLY
Date of Entry: April 14. 2005

Expires: April 14, 2010

Certified from the record this April 14, 2005

_____
William A. Shaw, Prothonotary

****

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment, Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

_____
Plaintiff/Attorney

CA

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

WOLF RUN MANOR ASSOCIATION,	:	
INC. AND SILVERWOODS	:	
ASSOCIATION, INC.,	:	
PLAINTIFFS	:	
VS	:	NO. 05-15-CD
W. LOUIS MCDONALD AND	:	
GROUP WISE, INC.,	:	
DEFENDANTS	:	

O R D E R

NOW, this 4th day of May, 2005, this being the date set for argument on the Preliminary Objections to Amended Complaint filed on behalf of the Defendant Group Wise, Inc.; counsel for said defendant having appeared and it being apparent following discussion of the situation that counsel for the defendant inadvertently did not serve counsel for the plaintiff with notice of the hearing, it is the Order of the Court that the matter be and is hereby CONTINUED. The Court Administrator is directed to reschedule the hearing before the Court with the estimated time of the same being 30 minutes.

Counsel for the said defendant shall be responsible for serving a copy of the new scheduling order upon other parties of interest.

FILED
04:00 BA
MAY 06 2005
William A. Shaw
Prothonotary/Clerk of Courts

cc Attys: G. Hudzik @
M. Anders

cc Def. W. McDonald
PO Box 412
Gatlinburg, TN 37738

BY THE COURT,

President Judge

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
CIVIL DIVISION

WOLF RUN MANOR ASSOCIATION, INC. AND SILVERWOODS ASSOCIATION, INC.	:	
vs.	:	No. 05-15-CD
W. LOUIS MCDONALD AND GROUP WISE, INC.	:	

ORDER

AND NOW, this 6th day of May, 2005, it is the ORDER of the Court that argument on Defendant's Preliminary Objections in the above-captioned matter has been rescheduled from May 4, 2005 to **Wednesday, June 8, 2005 at 11:00 A.M.**, in Courtroom No. 1, Clearfield County Courthouse, Clearfield, PA.

FILED
04:00 BL
MAY 06 2005
William A. Shaw
Prothonotary/Clerk of Courts
2 cc Atty Anders
(CIA env.)

BY THE COURT:

FREDRIC J. AMMERMAN
President Judge

COURT OF COMMON PLEAS OF THE FORTY-SIXTH JUDICIAL DISTRICT
COMMONWEALTH OF PENNSYLVANIA - CLEARFIELD COUNTY
CIVIL ACTION

WOLF RUN MANOR ASSOCIATION, INC., SILVERWOODS ASSOCIATION, INC.,	:	
Plaintiffs	:	
vs.	:	No.: 05-15-CIVIL
W. LOUIS MCDONALD and GROUP WISE, INC.,	:	
Defendants	:	

FILED

JUL 11 2005

M/11:45 lw

William A. Shaw
Prothonotary

NOTICE TO DEFT
STATEMENT TO ATTY

PRAECIPE FOR DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Please enter judgment of default in favor of Plaintiffs, Wolf Run Manor Association, Inc. and Silverwoods Association, Inc., and against the Defendant, W. Louis McDonald for Defendant's failure to plea to the Complaint in this action within the required time. The Complaint contains a Notice to Defend within twenty (20) days from the date of service thereof. Defendant was served with the Complaint on February 21, 2005 and the Defendant's answer was due to be filed on March 14, 2005.

Attached as Exhibit "A" is a copy of Plaintiff's written Notice of Intention to File Praecipe for Entry of Default Judgment, which I certify was mailed by regular mail to the Defendant's last known address on March 30, 2005, which is at least ten (10) days prior to the filing of this Praecipe.

Please assess damages in the amount of $876,287.33, being the amount demanded in the complaint.

Respectfully submitted,

By: _____

GEORGE R. HLUDZIK, ESQUIRE
Supr. Ct. I.D. # 54238
67 West Butler Drive
Drums, PA 18222
570-788-2121

LAW OFFICES OF
GEORGE R HLUDZIK, ESQ.
67 WEST BUTLER DRIVE
DRUMS, PA 18222
(570)788-2121

COURT OF COMMON PLEAS OF THE FORTY-SIXTH JUDICIAL DISTRICT
COMMONWEALTH OF PENNSYLVANIA - CLEARFIELD COUNTY
CIVIL ACTION

WOLF RUN MANOR ASSOCIATION, INC., SILVERWOODS ASSOCIATION, INC., Plaintiffs	:	
vs.	:	No.: 05-15-CIVIL
W. LOUIS MCDONALD and GROUP WISE, INC., Defendants	:	

TO: W. LOUIS MCDONALD
P.O. BOX 412
GATLINBURG, TN 37738

Pursuant to Pa.R.C.P. 236, you are hereby notified that a JUDGMENT BY DEFAULT has been entered against you in the above proceeding. IN THE AMOUNT OF $76,287.33

DATE: July 11, 2005

PROTHONOTARY

LAW OFFICES OF
GEORGE R HLUDZIK, ESQ.
67 WEST BUTLER DRIVE
DRUMS, PA 18222
(570)788-2121

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY ,
PENNSYLVANIA
STATEMENT OF JUDGMENT

Wolf Run Manor Association, Inc.
Silverwoods Association, Inc.
Plaintiff(s)

No.: 2005-00015-CD

Real Debt: $876,287.33

Atty's Comm: $

Vs.

Costs: $

Int. From: $

Louis W. McDonald
Group Wise, Inc.
W. Louis McDonald
Defendant(s)

Entry: $20.00

Instrument: Default Judgment

Judgment against W. Louis McDonald, Only

Date of Entry: July 11, 2005

Expires: July 11, 2010

Certified from the record this July 11, 2005

_____
William A. Shaw, Prothonotary

****

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment, Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

_____
Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

CIVIL COURT DIVISION

NO. **2005-00015-CD**

WOLF RUN MANOR ASSOCIATION, INC. etal
1129 Treasure Lake
Du Bois PA 15801

Plaintiff

vs

W. LOUIS MCDONALD
Post Office Box 412
Gatlinburg TN 37738

Defendant

FILED
NOV 02 2009
William A. Shaw
Prothonotary/Clerk of Courts

RELEASE FROM JUDGMENT

Made this 31 day of **October, 2009.**

Name of Judgment Holder: **WOLF RUN MANOR ASSOCIATION, INC. etal** of Judgment at Case No. **2005-CD-00015.**

Name of original Judgment Defendant: **W. LOUIS MCDONALD**

Date of Judgment: **July 11, 2005**

Real Property Being Released from Judgment:

MUNCIPALITY in which Real Property is Located: **Sandy Township**
Clearfield County, Pennsylvania

SHORT DESCRIPTION OF PROPERTY BEING RELEASED:

ALL that certain lot or piece of ground situated in the Sandy Township, Clearfield County, Pennsylvania, known and described as Lot No. 386, Section 15, Sandy Township, recorded in the Recorder of Deeds in and for Clearfield County, Pennsylvania. MAP #128-C02 –015-0386-00-21

BEING part of the same premises conveyed by Greenmantle Resort Properties, LLC to Jean Young Jones, by deed dated November 7, 2006 and recorded February 21, 2007, in Clearfield County at Instrument No. 200702787.

The Undersigned certifies that She hereby fully releases, acquits, discharges, and exonerates the above real estate from the lien and obligations of the above referenced Judgment forever and from all suits, actions, executions, costs, damages and demands whatsoever, for or on account of or by reason of said Judgment.

Witness the due execution hereof:

WITNESS:

Lena Smith Fowler

Date Signed: October 21, 2009

STATE OF
COUNTY OF

On this, the 21st day of October, 2009, before me, Danielle Helms, the undersigned officer, personally appeared **Lena Smith Fowler,** who acknowledged herself to be the **President of Crown Resorts**, a _____ Business, and that she as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the business by herself as President.

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

Notary Public
My Commission Expires: _____
MY COMMISSION EXPIRES
OCTOBER 23, 2010