TANGLWOOD RESORT

BEACE T. 11/21/83 505#4 053

DECLARATION OF AMENDMENTS TO DECLARATION OF CHIMERSHIP AND BASEMBNTS TANGLHOOD LAKES LODGE

THIS DECLARATION OF AMENDMENTS, made this day of December, 1983, by TANGLWOOD LAKES, INC., a Pennsylvania corporation, having a place of business at Taxton, Pennsylvania 18468 (the "Declarant") to the Declaration of Ownership and Resements made by Declarant on March 25, 1983, and recorded in Pike County at Deed Book 874, Page 159 etc. on July 27, 1983 (the "Declaration").

WITHESSETH THAT:

whereas, section 100 of the Declaration provides, inter alia, that the Delcaration "may be assended at any time prior to the conveyance to the Association of the Common Areas by an instrument in writing signed and acknowledged by the Declarant";

WHEREAS, the Declarant has not baratofore conveyed the Common Areas to the Association as such items are defined in the Declaration; and

MMEREAS, the Daclarant, by execution hereof, certifies that conveyance of the Common Areas is not required by the provisions of Section 8 of the Declaration in that less than 85% of the 885 interests in the Timeshare Building have been sold by Declarant, as of the date hereof; and

WHEREAS, the Declarant desires to amend tertain provisions of the Declaration as set forth barwin.

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NOW THEREFORE, Declarant hereby declares that the following amendments shall be made a part of the Declaration and that the Property and Owners shall be subject thereto as more fully provided in the Declaration.

- (1) The terms and phrases used in this Declaration of Amapdments shall have the meanings specified in the Declaration, unless the context clearly indicates otherwise.
- (2) Section 3E of the Declaration shall be exended to provide as follows:

*E. Interval Period No. 1 im the seven (7) consecutive days communing on the first Saturday in January of each calendar year. Interval Period No. 2 is the seven (7) days next succeeding Interval Period No. 1 and additional Interval Periods up to and including Interval Period No. 52 are computed in a like manner. Interval Period No. 53 consists of any days which may and do occur periodically between the end of Interval Period No. 52 on a perticular year and the beginning of Interval Period No. 1 of the succeeding year. An Interval Period No. 1 of the succeeding year. An Interval Period commences at four n'clock p.m. on the first Saturday of the Interval Period and ends at ten o'clock a.m. on the next succeeding Saturday or at such other tipse as may be set forth in the Bules and Regulations. All times shall be either eastern standard time or eastern daylight savings time, depending upon that time which generally prevails at Paupack, Pike County, Pennsylvania. Each Comer hereby covenants and agrees to use, occupy and enjoy his Interest, subject to this Declaration and the Rules and Regulations."

- (3) Section 3F of the Declaration shall be assended to provide as follows:
 - *F. An owner at the time of his purchase of an interest shall select the Beason of

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the year during which he wishes to have the privilege of occupying a Unit for an Interval Period ("Season of Perchase"). There are four seasons during the year:

*(1) Gold Plus, consisting of Interval Periods 26 through 34, inclusive, 51, 52, and 53, when applicable.

*(2) Gold, consisting of Interval Pariods 18 through 25, inclusive, 35 through 43, inclusive, and 5 through 8, inclusive.

"(3) Silver, consisting of Interval Periods 44 through 50, inclusive, 1 through 4, inclusive, and 9 through 17, inclusive.

"An Owner shall be entitled to occupy a Unit during his Sommon of Purchasa, by reservation in accordance with the producures set forth in the Rules and Regulations promulgated by the Declarant from time to time."

(4) Section 5h(1) of the Declaration shall be exampled by adding the following paragraph at the end thereof:

"[r] Costs, expenses, assessments or other charges which shall represent the prorate share (based upon the total number of Interests covered by this badloration) of the costs of operation and maintenance of private streets, roadways and rights of way (so long as the same have not been dedicated and accepted as public streets or roadways), Amenities, recreational facilities and other improvements or facilities located within the Tanglwood Lakes development and available for use or enjoyment by an Owner, the requirements as to use of such facilities, and the costs thereof, shall be determined by the declarant, or by spreament battern the Association and Declarant, the Tanglwood Lakes Community Association, or any other applicable entity, their successors or assigns.

"[s] Adaquate reserves, as determined by the Declarant or the Association, as applicable,

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for: (i) repair, replacement or depreciation of the Property, or any portion thereof, and (ii) uncollectible accounts."

(5) Section los of the Declaration shall be essented to provide as follows:

This Decigration shall become effective as of the date first above set forth whether or not it has been recorded as of that date. This Decigration shall nevertheless be recorded prior to the convoyance by dead of any interests. The provisions of this Decigration, as emended and supplemented from time to time shall be enforceable for a term of twenty (20) years from the date hereof; thereafter, all of the provisions hereof shall be extended automatically for successive periods of five (5) years each, unless this Decigration is terminated as hereinafter provided.

This Declaration may be terminated as of the end of the initial 20 year term, or at the end of any five (5) year extension thersof, upon the recording, in the Office for the Recording of Deeds, Pike County, of an instrument providing for disposition of the Property subject hereto. The instrument shall be executed (1) by Owners representing 55t of all Interests in and to the Timeshard Building(s) then subject hereto, or by the Association upon the affirmative vote of members of the Association representing 55t of all Interests subject hereto; and (2) by the Declarant, its successors or assigns.

(7) The definition of the term "Season" as set forth in Esection 11 of the Declaration shall be assended as follows:

" Season' This term refers to either Gold Plus, Gold, or Silver, each of which consists of certain Interval Periods as described in Section 3 hereof."

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IN WITNESS WHEREOF, the Doclarant has caused this Declaration of Amendments to be duly executed the day and year first above written.

TANGLEGOOD LAKES, INC.

ATTEST:

COMMONMEALTH OF PERMEYLVANIA COUNTY OF MONTGONERY

ON THIS, the 101 day of Febluary, 1984, before me, a Notary Public, the undersigned officer, personally appeared Joseph H. Russell, Jr., who acknowledged himself to be the Presidet of TANGLHOOD LAKES, INC., a corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

IN WITHESS WHEREOF, .. I have horsunco-set .. my band and official seal.

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STATE OF PERFSYLVARIA

COUNTY OF PIKE SS RECORDED IN THE OFFICE OF THE RECURDER IN AND FOR RAID COUNTY AND STATE IN DEED BOOK NO. 1906 AT PAGE STREET

QIVEN UADER MY HAND AND THE SEAL OF THE SAID OFFICE

THE 2nd DAY OF February IN 84