

755

DECLARATION OF CONDOMINIUM  
THE RIDGEWAY AT WINDMERE  
A FLEXIBLE CONDOMINIUM  
COUNTY OF CENTRE  
COMMONWEALTH OF PENNSYLVANIA

Recorded in the office for the record  
of Deeds, etc in and for Centre County  
In Book No. 513 at page 510  
22nd day of Jan A. D. 1990

Witness my hand and seal of office

*Nazee M Peters*  
Recorder

THIS DECLARATION is made this 15 day of December,

1989, by GALEN E. DREIBELBIS, an individual, of 1535 North Atherton  
Street, State College, Centre County, Pennsylvania, as the owner in  
fee simple of real estate herein described.

WITNESSETH:

SUBMISSION

1.1. Name; County; Description: Galen Dreibelbis, an  
individual, (The "Declarant"), owner in fee simple of the Real  
Estate described in Exhibit "A" attached hereto, located in College  
Township, Centre County, Pennsylvania, hereby submits the Real  
Estate, together with the buildings and improvements erected  
thereon and to be erected, and the easements, rights and  
appurtenances thereunto belonging (collectively, the "Property") to  
the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa.  
C.S. Section 3101 et. seq. (the "Act"), and hereby creates with  
respect to the Property a flexible residential condominium, to be  
known as WINDMERE CONDOMINIUM, with one building known as THE  
RIDGEWAY AT WINDMERE, and the additional building, if constructed,  
to be known as "THE KINGSTON AT WINDMERE, a Condominium (the  
"Condominium").

ENTERED RECORD  
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HALL OF RECORDS  
RECORDS OF DEEDS  
CENTRE COUNTY

1.2. Easements and Licenses: The Property is so submitted.

SUBJECT to the easements of Windmere Drive, a public right-of way in College Township, Centre County, Pennsylvania, to rights granted for power easements, sewer and water easements, telephone easements, or other easements or licenses necessary for the development of the site, as recorded or which will be recorded in the office of the Recorder of Deeds, either prior to or subsequent to the filing of this declaration, and as may be presently shown on recorded plats or which will be shown on subsequently recorded plats.

## ARTICLE 1

## DEFINITIONS

The terms defined are used in the Act:

Capitalized terms used herein and in the Plats and Plans shall have the meanings specified or used for such terms in Section 3103 or elsewhere in the Act, unless otherwise defined herein.

Section 1. "Buildings" means a unit structure, as well as improvements comprising a part thereof, as are the subject hereof, and which are to be constructed on the property.

Section 2. "By-Laws" means those so designated under the Act, and as pertain to the subject property of this Declaration, and includes such amendments thereof as may be adopted from time to time, all of the same being deemed to be a part hereof as if attached hereto.

Section 3. "Common Elements" or "Common Areas" means and includes all portions of the condominium other than the units including, but limited: (a) the land on which the building is located and those portions of the building as are not included in any Unit; (b) the yards; (c) insulation and systems as comprise all central services and utilities; (d) all apparatus and installations existing for common use; (e) all other elements of each building necessary or convenient to its existence, management, operation, maintenance and safety, and normally in common use; and (f) such areas and facilities as are so designated on the Declaration Plan;

but does not include such, or such parts, or features of the foregoing as are of entirely private use within the Unit or those areas which will be designated as Limited Common Elements as hereinafter defined.

Section 4. "Limited Common Elements" or "Limited Common Areas" means all those areas designated in this Declaration or the Declaration Plan or by resolution of the Executive Board as reserved for the use of the Unit or Units to the exclusion of other Units. Such right of use may be reserved as an interest appurtenant to a particular Unit or Units, but in all other respects shall be and remain Common Elements or Common Areas.

Each Unit is entitled to two (2) parking spaces in the parking garage, which is limited to Ridgeway at Windmere, and each Unit of Kingston at Windmere, if built, shall have two (2) parking spaces.

Section 5. "Screened Porches, Patios, and Storage Areas" located on, in or adjacent to each Unit in the building shall be designated as "Limited Common Elements."

Section 6. "Common Expenses" means and includes: expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves and (a) expenses of administration, maintenance, repair and replacement of the Common Elements; (b) expenses agreed upon as common by all the Unit Owners; (c) expenses declared common by the provisions of the Act, or by this Declaration, or of the By-Laws, Rules and Regulations of the Association; and (d) expenses duly declared common by the Executive Board of Directors pursuant to the

provisions of this Declaration or of the By-Laws, Rules, and Regulations of the Association; and as provided under any amendments made to the said Act or these instruments.

Section 7. "Executive Board" as provided by said Act, means a group of natural individuals of the number stated in the By-Laws, Rules, and regulations of the Association who may or may not be Unit Owners, and who shall manage the business, operations and affairs of the Property on behalf of the Unit Owners and in compliance with the Act.

Section 8. "Declaration" means this instrument by which the Property is submitted to the provisions of the Act, and any amendments thereto.

Section 9. "Declaration Plan" means a professionally prepared plan of the property under Section 3210 of the Act. Said plan is recorded or to be recorded, and a copy thereof is available for inspection at the Office of Declarant.

Section 10. A "Condominium" or "Association" means all of the Unit Owners in the buildings, bound individually and as a group pursuant to this Declaration and to the By-Laws, Rules, and Regulations of the Association.

Section 11. "Majority" or Majority of the Unit Owners" means the owners of more than fifty (50%) percent in the aggregate or ownership in the Common Elements, tabulated according to votes so based and assigned in Exhibit "B" under Article III of this Declaration.

Section 12. "Person" means a natural individual, corporation, partnership, association, trustee or other legal entity.

Section 13. "Property" means and includes the land, the building, all improvements thereon and therein, and all easements, rights and appurtenances belonging thereto, which are represented in the Declaration Plan and are declared by this instrument to be submitted to the provisions of the Act.

Section 14. "Recorded" means that an instrument has been duly entered of record in the Office of the Recorder of Deeds of Centre County, Pennsylvania.

Section 15. "Recorder" means the Recorder of Deeds of Centre County, Pennsylvania.

Section 16. "Revocation" means an instrument signed by all of the Unit Owners and by all holders of liens against the Units by which the property is removed from the provisions of the Act.

Section 17. "Unit" means a component or part of a building designed and intended for residential use, and designated as a Residential Unit by the Declaration Plan, and the same shall include its assigned proportionate undivided interest in the Common Elements, which is subject to change, and shall include also all of the rights, privileges, immunities, and obligation attaching thereto as is provided and referred to herein. Each unit shall have one (1) vote in The Windmere Condominium Units Association.

Section 18. "Unit Designation" means the number thereof used for designating each Unit in the Declaration Plan.

Section 19. "Unit Owners" means the person or persons or legal entity owning a Residential Unit by deed as provided in said Act.

The following terms are used or defined in general terms in the Act and shall have specific meanings hereunder as follows:

Section 20. any "Additional Real Estate" means that described as such in Exhibit "A" attached hereto.

Section 21. "Limited Expenses" means the common expenses described as such in Section 3314 of the Act.

Section 22. "General Common Expenses" means common expenses excluding limited expenses.

Section 23. "Percentage Interest" means each unit owner's undivided ownership interest in the common elements; share of all votes of unit owners and share of common expense liability appurtenant to each unit as forth in Exhibit "B". The maximum number of units constructed shall not be greater than 32 if all units in the Flexible Condominium are constructed.

Section 24. "Permitted Mortgage" means a first mortgage to: (1) the Declarant; (2) the Seller of a unit; (3) a bank, trust company, savings bank, savings and loan association, mortgage service company, insurance company, credit union, pension fund, or like institutional investor or lender; and (4) any other mortgagee approved by the Executive Board. A holder of a permitted mortgage is referred to herein as a "Permitted Mortgagee."

Section 25. "Reserved Common Element" means portions of the Common Elements which the Declarant may designate as such from time to time pursuant hereto for its use.

## ARTICLE 2

### NAME AND DESCRIPTION

Section 1. Identification of the Units. The name by which the Property will be known as is WINDMERE CONDOMINIUM, a Flexible Condominium (THE RIDGEWAY AT WINDMERE and THE KINGSTON AT WINDMERE). The name under which the business operation and affairs of the Property and Unit Owners shall be managed on behalf of the Unit Owners after the Declarant has surrendered control to the Unit Owners shall be the WINDMERE CONDOMINIUM UNIT OWNERS ASSOCIATION, a non-profit corporation.

Section 2. Description of Property. The property herewith submitted to the condominium form of ownership under "The Act" is described on The Declaration Plan, and is also legally described as is set forth on Exhibit "A", attached hereto as a part hereof. The boundaries of each unit are as shown on the Plans recorded concurrently herewith, including the unit identification numbers and the common areas and the limited common areas of this condominium are as designated on the said Plats and Plans recorded concurrently herewith, made a part hereof and marked Exhibit "C".

## ARTICLE III

### BUILDINGS, UNITS, BOUNDARIES, PLATS AND PLANS

Section 1. Identification of Units. The locations and dimensions of the buildings and other structures and improvements which are built and which may be built and which in some cases must be built comprising the property are shown on the plots as recorded in the Office of the Recorder of Deeds of Centre County which



indicate the location of units, the common elements and the limited common elements of the condominium. For any and all purposes each unit may be identified and shall be identified fully and accurately described solely by reference to the number and/or letter designated on the Declaration Plan. The location and the dimension of the building or buildings and the other structures and improvements comprising the property are shown on the plots and the plats as recorded and which may be recorded from time to time, and the location of the units, common elements and limited common elements of the condominium are shown on the said plans which are recorded concurrently herewith and made a part hereof.

Section 2. Description of Units. Each Unit is intended for independent residential use and each of the residential units consists of the following portions of a building:

1. Enclosed space: The volumes of cubicles of space enclosed by the unfinished interior surfaces of perimeter and interior walls, ceilings and floors thereof, including vents, doors, windows and other such structural elements that ordinarily are regarded as enclosures of space;

2. Interior walls: All interior dividing walls and partitions (including the space occupied by such walls or partitions accepting load-bearing, interior walls and partitions);

3. Fixtures and furnishings: The decorated inner surface of the perimeter and interior walls (including decorated inner surfaces of all interior load-bearing walls), floors and ceilings, paint, plaster, carpeting, fireplaces and flues, if any, tiles and other finishing materials affixed or installed as part of the physical structure of a unit, and all immediately visible fixtures, complete heating system, mechanical systems and equipment installed for the sole and exclusive use of each Residential Unit, commencing at the point where the same extends from walls or floors into the interior space from the structural body of the building, or from the utility lines, pipes, or systems serving the unit. No pipes, wires, conduits or other public utility lines or

installations constitute a part of the overall systems designed for the service of any particular unit or any of the structural members or portions of any kind, including fixtures and appliances within the unit which is not removable without jeopardizing the soundness, safety or usefulness of the remainder of the building shall be deemed to be a part of any unit;

4. Exterior items; all that undivided proportionate interest in the common elements assigned to each unit; and

5. Upper and Lower (Horizontal) Boundaries: The upper and lower boundaries of the units shall be the following boundaries extended to intersections with the vertical boundaries: (i) Upper Boundary: There shall be no upper or horizontal boundary. (ii) The horizontal plane of the top surface of the unfinished, concrete floor slab. (iii) Vertical Boundaries: The vertical boundaries of the units shall be the vertical planes, extended to intersections with each other and the upper and lower boundaries, of the unit side of the exterior unit side surface of the exterior walls which do not separate the unit from any other unit and of the center line unit side surface of the party walls which separate the unit from other units.

The following portions of the building are not included in the above:

1. All pipes, ducts, wires, cables, passageways or conduits as may be of service to more than one unit or to common elements.

2. All items of service, use or benefit to more than one unit.

3. All areas that may be designated as common areas or limited common areas, including, but not limited to walkways, recreation rooms, restrooms, swimming pool and adjacent area, parking spaces, etc.

### Section 3. Maintenance Responsibilities and Expense

Allocation. Notwithstanding the ownership of the various portions of the common elements and of the units by virtue of the boundary descriptions, the units and common elements shall be maintained and repaired by each unit owner and by the THE WINDMERE CONDOMINIUM UNIT OWNERS ASSOCIATION, a non-profit corporation, in accordance

With the provisions of Section 3307 of the Act, except as expressly set forth to the contrary herein. All common expenses associated with the maintenance, repair and replacement of a limited common element shall be assessed as a limited expense allocated to the units, to which such limited common element was assigned at the time the expense was incurred and in the same proportion as the respective percentage interest of all such units. Ordinary maintenance repair of any limited common elements shall be the responsibility of the owner of the unit to which such limited common element is appurtenant. Structural repairs and/or replacements of such limited common elements shall be the responsibility of the Association, the cost to be charged as a general common expense.

Section 4. Relocation of Unit Boundaries and Subdivision.

Relocation of boundaries between units and subdivision of units will be permitted subject to compliance with the provisions therefore in Sections 3214 and 3215 of the Act.

Section 5. Description of Common Elements. The Common

Elements are as defined above and consist of all parts and portions of the Property not included in the Units, and not including such portions of the Property or rights therein as are otherwise owned and reserved. The Common Elements specifically include all items of service, use, or benefit to more than one unit and as so designated, installed, and provided by the Declarant, or by the Executive Board.

Section 6. Interest in Common Elements. Each Unit Owner shall own an undivided interest in the Common Elements in

accordance with the number of units completed at the time the Unit Owners take possession. The maximum number of units in this flexible condominium, if and when all are constructed, shall be thirty-two (32). Each unit and its designated, undivided interest in the common elements, in accordance with a proposed number of units, is attached hereto, made a part hereof and marked Exhibit "B." Said interest is shown with its identifying number and location and percentage interest on the plats and plans. However, the interest in the common elements will be diminished by the construction of the additional units as shown on the plats and plans when built. Such percentage ownership runs with title to each Unit and may not be separated therefrom although the same may be diluted; provided, however, that the proportionate undivided interest in the Common Elements may be altered by the recording of an amendment to this Declaration, by the Declarant, in accordance with the Act and this Declaration. In any event, the total of all such undivided interests shall be 100 percent in the aggregate. Each unit shall have one (1) vote in the Windmere Condominium Unit Owners Association.

Section 7. Special Uses. Certain parts or portions of the Common Elements may be specifically assigned in writing for use by the particular Unit Owner, i.e., the Declarant expressly reserves for each Unit Owner the right to use the limited common area located in the areas which are designated as patios to each unit. Additionally, each Unit Owner shall have the right to use two (2) parking spaces in the parking structure. All such areas are limited common areas for the benefit of the unit so served,

including any storage areas which may be so designated by the Declarant for the benefit of each unit.

Section 8. Easements.

a. Each Unit Owner shall have an easement in common with all other unit owners to use all pipes, wires, ducts, cables, conduits, utility lines and other Common Elements serving each unit in each particular building and to any extent located in any other unit, and such easement shall include also having the facility in place, and the servicing, maintaining and replacing of the same, and each office unit shall be subject to like easement in favor of all other affected Unit Owners insofar as necessary or practicable.

b. Each Unit Owner shall have an easement to the extent necessary for structural support over and under and laterally with any other unit in the same building and over each to the extent necessary, shall be subject to such easement for any necessary structural support.

c. The Property and all parts thereof shall be subject to rights-of-way, easements, covenants, restrictions or conditions as may be set forth in prior instruments of record, and to the rights-of-way, easements, covenants, restrictions or conditions as shown on the plats and plans recorded herewith, and to a right-of-way or rights-of-way for utilities now or hereafter established or granted by the Declarant or by the Executive Board. The property is subject to perpetual right-of-way over prescribed common roadways for ingress and egress to Common Elements and to Units as are necessary and convenient, but which, unless or until

dedicated and accepted as public roads, shall be subject to the regulations and control of the Declarant and or the Executive Board for the good of the Unit Owners.

Section 9. Utilities. It is understood and agreed that all unit properties are under and subject to, and the Owners assume and assure by acceptance hereof to abide by, any and all agreements between the Developer and any utility and/or utility authorities and grant such bodies easements in the common areas and into the limited common areas over, into, and upon each and every unit for purposes of access to any utility instrument for the purpose of repair, replacement, reading, removal, maintenance or shutoff of such utilities in, on and to the units.

Each Unit Owner shall be responsible for the payment of total charges incurred for his or her unit. The Developer shall cause utility services to be emplaced and the same will be delivered to the Condominium Association. The Condominium Association shall be responsible for the maintenance and repair and/or replacement of said utility lines when and if necessary.

Section 10. Surface Parking Areas. There are surface and enclosed automobile parking spaces designated as limited common areas, and those which are available to the public and/or visitors. Such parking spaces on the public or private areas shall be deemed limited common elements and common elements on the plats and plans, and shall be used by the Unit Owners so designated for the limited common elements and for the use of all owners or their guests on the public areas on a "first come - first serve" basis, except as the Executive Board may otherwise determine.

Section 11. Additional Easements. In addition to and in supplementation of the easements provided herein and the other provisions of the Act, the following easements are additionally created:

a. The Declarant shall have the right to maintain models, management offices and sales offices on the property if he so elects and to relocate such model offices, management offices and sales offices from time to time anywhere within the property or his additional property if added. The models, management offices and sales office constituting a portion of the common elements shall be subject to the following requirements:

(i) The model or models maintained by the Declarant shall be in units owned by the Declarant and not within the Common Elements. Such model unit(s) shall not exceed one model for each type unit. The size of each such model shall be the size of the unit which is the model.

(ii) In addition to the model(s) maintained by the Declarant, the Declarant shall have the right to maintain within the Common Elements and/or any units owned by the Declarant not more than two offices for sales and/or management purposes. Each such sales or management office may not exceed the size of the largest unit in the condominium.

b. The Declarant shall have the right to maintain on the property such advertising signs as the Declarant in his sole discretion deems appropriate provided that such signs comply with the applicable Government Requirements. The Declarant may from time to time relocate such advertising signs.

Section 12. Additional Easement to Correct Drainage. The Declarant reserves and easement on, over and under the portions of

the Common Elements not located within any unit for the purpose of maintaining and correcting any possible drainage of surface water in order to maintain reasonable standards of health, safety and appearance. This easement expressly includes the right to cut any trees, bushes or shrubbery, to grade the soil or to take any other action reasonably necessary to achieve this purpose, following which the Declarant shall restore the affected property as closely to its original condition as practicable. This shall include the right to perform all the same in the event there is additional construction with additional real estate included in the project.

Section 13. Additional Easement of Declarant for Development of Real Estate. The Declarant reserves an easement on, over and under those portions of the Common Elements not located in a building which contains units, for all purposes relating to the construction, development, leasing and sale of improvements on real estate in the project. This easement shall include, without limitation, the right of vehicular and pedestrian ingress and egress, the right to park motor vehicles and to engage in construction and marketing activities of any nature whatsoever, including the movement and storage of building materials and equipment, the conduct of sales, leasing and management activities, the maintenance of models and offices and the erection and maintenance of directional promotional signs. The easement hereby created in favor of the Declarant in this section shall terminate upon the conversion of all of the real estate to the condominium project. Declarant, at the time of completion of the construction



of the condominium project, shall have the easement and right to conduct marketing activities with respect to the condominium.

Section 14. Easement for Use of Recreational Area. When the recreational area is constructed in the project, each Unit Owner and each person lawfully residing in the complex on the real estate described in the exhibits attached hereto is hereby granted a nonexclusive right and easement of access and enjoyment in common with others of the amenities and the commercial and recreational facilities constituting the recreational areas when constructed by the Declarant. The extent of the easement and the easements of access and enjoyment shall be subject to the following: (a) the right of the Association to charge reasonable admission fees; (b) the right of the Association to adopt rules and regulations governing the use of the recreational areas.

Section 15. Recreational Use Assessments Against the Declarant's Proportion of Real Estate. As a condition of the enjoyment of the easement created by this prior section, the record owners in fee simple of each unit of the real estate described in the exhibits attached hereto shall pay to the Association each month an assessment levied exclusively for a proportionate share of the costs for the management, operation, repair, replacement and maintenance of the recreational areas, when constructed, and for services and facilities related thereto. The assessment payable by each such record owner shall equal the amount determined by multiplying the actual operational expenses less any income for the recreational areas, when constructed, by a fraction, the numerator of which shall be the number of dwelling units certified for

occupancy, which such record owner owns and the denominator which shall be the sum of the units certified for occupancy plus the number of units certified for occupancy. The assessment levied under this subsection shall be adjusted monthly by the Association to reflect changes in the number of units in the event that additional real estate is developed and additional units are constructed by the Declarant.

#### ARTICLE IV

##### USE, PURPOSES AND RESTRICTIONS

The property or the properties, as set out on the attached exhibits, including the buildings constructed, or which may be built, the Units, the Common Elements and the Limited Common Elements are intended to be used for the following purposes, and their use is hereby restricted as follows:

Section 1. Residential Unit Restrictions. No Unit may be divided or subdivided into a smaller unit. Any residential unit may be added to or incorporated into another residential unit; however, the same must be approved in writing and approved by the Declarant and his decision is final and binding. After the Declarant has turned over the majority ownership to the Association, the Executive Board of the Association shall make the decision whether to approve or not to approve changes and the decision of the said Board shall be final and binding.

Section 2. Residential Use. Each Unit is hereby restricted to a residential use by the Unit Owner, his tenants, successors, or assigns thereof. The use shall be compatible with the uses

permitted under the appropriate zoning of College Township. The Declarant, however, shall have the right to use any of the units by him as heretofore set out for rental units, models and/or for sales and administrative offices. No unit may be leased to anyone except immediate family members.

Section 3. Use with Care. No Residential Unit Owner shall do or permit any act which is illegal or in violation of any law, statute, ordinance, rule or regulation of any local, state or federal government or agency having jurisdiction. No Unit Owner shall do or permit any act which would jeopardize the soundness or safety of the Property, or of any part of it, or impair any easement or appurtenance or any rights of others, without the unanimous consent of the Unit Owners affected thereby.

Section 4. Leasing. A Unit may be leased to an immediate family member for residential purposes by the owner thereof under a lease for a term of at least one month, providing that the lease is made subject to all provisions as affect the owner himself to the end that the tenant or tenants shall be bound at least as is the owner with reference to the possession, use and occupancy, and in all ways pertaining thereto of the By-Laws, Rules and Regulations of the Condominium and of this Declaration.

Section 5. Use of Common Elements. The Common Elements or Common Areas may be used by all Residential Unit Owners and/or their tenants, their assigns, successors in interest, family members, guests, and invitees, subject to the By-Laws, Rules, and Regulations and such rules and regulations as may be established by the Executive Board. Each Unit Owner may use the Common Elements

in accordance with the purposes for which the Common Elements are intended without hindering or encroaching upon the lawful rights of other Unit Owners, and subject to the provisions hereof, the By-Laws, Rules, and Regulations and the Rules of the Executive Board.

Section 6. Access to Public Roads. Under no circumstances shall any Unit Owner's right of ingress or egress or right of access, to and from any public area, public roads, or over Common Elements, Common Areas and lands be impaired where the same has been designated for such use on the plats and plans.

Section 7. Maintenance and Repair of Common Elements. The maintenance and repair of Common Elements and the making of additions or improvements thereto shall be carried out only as provided under the By-Laws, Rules, and Regulations and this Declaration, established and adopted pursuant to the provisions of Section 3307 of the Act and of this Declaration which shall be recorded and as the same may be duly amended from time to time.

Section 8. Use Restrictions.

a. Residential Use. Except as herein provided with respect to the uses permitted by the Developer, no Residential Unit shall be used for any other purpose than as a residence for any legal entity or its assigns or successors in interest, a unit family owner, a unit family owner's immediate family member, including a member or persons to whom the unit owner shall have leased his unit subject to all the provisions with respect to the use and occupancy and presence on the property applicable to the Unit Owner himself. No owner or his successor in interest or assigns may permit or

suffer anything to be done or kept upon the Property which will increase the rate of insurance on the Property or in the contents thereof, or which will obstruct or interfere with the rights of others or annoy them by unreasonable notices or otherwise and no one may commit or permit any nuisance or commit or suffer any immoral or illegal act to be committed anywhere in or upon the Property.

b. Aesthetics. Each Unit owner shall shall maintain his Unit in good condition, order, and repair, at his expense. No Unit Owner shall display, hang, store or use anything whatsoever on his entryway or outside his Unit other than as may be permitted in accordance with the By-Laws, Rules, and Regulations established by the Executive Board. No member may paint, decorate, or otherwise alter or modify in any way the outside of his Unit, or install outside of his Unit any canopy, awning, covering, fencing, radio or television antenna, including any satellite receiver, dish or structure, or addition of any kind whatsoever without the prior written consent of the Executive Board.

c. Sanitation. Trash, garbage, and other waste shall be kept only in sanitary containers and shall be disposed of in such manner as may be prescribed from time to time in the By-Laws, Rules, and Regulations established by the Executive Board. No articles or personal property belonging to any Unit Owner shall be stored in any portion of the Common Elements without the prior written consent of the Executive Board.

d. Electricity. No one may overload the electrical wiring in the building or operate any machinery, appliance, accessories,

or equipment in such a manner as to cause, in the judgment of the Executive Board any unreasonable disturbance, or make any alterations thereto. This includes the limitation of use of high speed machinery which disturbs television reception or shortwave or microwave reception of anything akin thereto.

e. Uses and Structures. No Residential Unit or any part thereof shall be used for any purpose except as set forth herein. No motor vehicles other than those utilized by the unit owner, their tenants, successors or assigns, shall be stored or parked in the parking area or parked on the Property. No Unit Owner shall have any additional motor vehicles on the premises for purposes of maintenance or service or hobby such as tearing down or putting together motor vehicles. There shall be no storing of any old or junked or hobby type vehicles on the premises, including trailers, pop-up campers, motor homes, etc. No business or trade of any kind which shall constitute a nuisance, emit any noxious odor, cause offensive or loud activities shall be carried on in any Unit nor shall anything be done thereon which may be or become an annoyance or nuisance to the occupants of other Units. No boat, trailer, tent, shack or other such structure shall be located, or erected or used on any part of the Property, temporarily or permanently other than what has been constructed for the use of the Unit Owners by the Developer, except for an occasional recreational use, i.e, the erection of a tent at the pool for a pool party and for service of a buffet.

No charcoal grills shall be permitted, nor shall any Unit Owner be permitted to create fuel or smoke odors which constitute a nuisance to any neighboring Unit Owner.

Seventy-Five (75%) percent of the floor coverage of any Unit, other than the kitchen, bath and entryway, shall be carpeted or covered with sound resilient material.

f. Signs. No sign of any kind shall be displayed to the public view on any of the Units except those approved by the Declarant or by the Executive Board.

g. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept in any Residential Unit on the Property, except that one (1) dog, cat or other domesticated household pet may be kept, provided that they are not kept, bred or maintained for any commercial purposes and provided that no more than one (1) pet of less than 40 pounds in the aggregate may be kept in any such unit, and said pets must be housed indoors, and conform to all local ordinances and regulations.

h. Nuisances. No noxious, offensive or loud activity shall be carried on in any Unit, nor shall anything be done thereon or therein which may be or may become an annoyance or nuisance to the other Unit Owners in the quiet enjoyment of their unit. The decision as to whether such activity is noxious, offensive or overly loud shall be decided exclusively by the governing body in such manner as it may elect to make such decision. Such decision is final and unappealable.

i. Mailboxes. Mailboxes shall be retained as the same now are, or as designated by the Executive Board after construction by the Declarant.

j. Clotheslines. There shall be no outdoor clotheslines.

k. Fences. There shall be no fence of any kind, wall, hedge or similar structure erected or maintained anywhere on the Property, except as place by the Declarant in his sole discretion. Any additional fencing for any purpose shall be permitted only by amendment to this Declaration by the Declarant or by the Executive Board in accordance with the Rules and Regulations of the Unit Owner's Association.

l. Executive Board Power. The Executive Board may adopt such rules and regulations concerning use, occupancy or other matter, including provisions for reasonably limiting or suspending certain rights and/or privileges as it deems appropriate; and may alter such By-Laws, Rules, and Regulations as from time to time, it may determine. The decisions of the Executive Board are final and unappealable.

6 m. Executive Board Rights. Violation of any By-Law, Rule, or Regulations of the Executive Board and/or of any provision of the Declaration hereof shall give the Executive Board or any representative acting in its behalf in addition to any other rights, the rights also:

(1) to enter the Residential Unit in which, or in connection with, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing, person, creature, and/or condition that may exist therein



contrary to the intent and meaning hereof without being guilty of trespass or wrong otherwise.

(2) to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

(3) To levy as an assessment or charge as a Common Expense against any Unit Owner an amount equal to damages so sustained with costs of suit and reasonable attorney's fees by virtue of such Unit Owner's committing and/or permitting such violation upon finding thereof by the Executive Board.

n. Executive Board Maintenance and Repair. The Executive Board shall maintain, repair and replace all Common Elements, wherever situate, except that in the event such maintenance, repair or replacement was caused by negligence or misuse of a Unit Owner, or of any other occupant of a Unit, such expense shall be charged to such Unit Owner. Each Unit Owner shall maintain, repair, and replace, at his own expense, all portions of his Unit as are separate and private to it and him. Each Unit Owner shall be responsible for damage to any other Unit and/or to any Common Elements caused intentionally, negligently, or by failure to properly take care of his own Unit, whether or not the fault is in him personally and/or in any other occupant or employee of his Unit.

o. No Obstruction. There shall be no obstruction of the Common Elements nor shall anything be stored in or on the Common Elements without the prior written consent of the Executive Board except as herein provided. The use and covering of the interior

surfaces of windows, whether by draperies, shades or other items visible on the exterior of the building, shall be subject to the rules and regulations of the Executive Board.

p. Insurance Rates. Nothing shall be done or kept in any unit or in or on the Common Elements which will increase the rate of insurance on the property, or the contents thereof, for the residential use without the prior written consent of the Executive Board which consent may be conditioned upon the Unit Owner of such unit being required to bear the full amount of such increase. No Unit Owner shall permit anything to be done or kept in his unit or in or on the Common Elements which will violate any law, statute, ordinance or regulations of any governmental body or which will result in the cancellation of any insurance maintained by the Executive Board. No waste shall be committed in or on the Common Elements.

q. Displays. No Unit Owner shall cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the building or on the property and no sign, awning, canopy, shutter, radio or television antenna or television or radio disk shall be affixed or placed upon the exterior walls or roof or any part thereof without the prior written consent of the Executive Board. No air-conditioning unit of whatever type other than those installed by the Developer as of the date of this Declaration or as installed by the Declarant on additional real estate may be installed without the express written approval of the Executive Board.

r. Miscellaneous Displays. No clothes, sheets, blankets, laundry or other articles of any kind shall be hung out or exposed on any part of the Common Elements.

s. Personal Property. No benches, chairs or other personal property shall be left on, nor shall any play thing, lounging, parking of baby carriages, playpens, bicycles, wagons, toys or vehicles be permitted on any part of the Common Elements without the prior consent of and subject to the regulations of the Executive Board.

t. Electrical Wiring. No Unit Owner shall overload the electrical wiring of the buildings, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Executive Board, and unreasonable disturbance to the other Unit Owners, nor shall any unit owner connect any machine, appliance, accessory or equipment to the heating system or plumbing system without the prior written consent of the executive Board. Installation, removal reconstruction or repair of any electrical lighting and power circuit or electrical outlet box or terminal device included in such outlet box, or any item of heating or air-conditioning equipment, any of which is located within the interior partition of any unit, may be undertaken by the Unit Owner of such unit only after application has been made to and written approval has been received from the Declarant or the Executive Board. Such approval shall be granted only if the work performed shall be of similar or superior quality to that present throughout the building or buildings, and shall be performed by qualified personnel. The cost of such installation, removal, reconstruction

or repair whether undertaken by the Unit Owner or by the Executive Board shall be borne by the Unit Owner of the unit benefited thereby.

u. Additional Rules and Regulations. Reasonable rules and regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the property, or the property which may be added to the project, may be promulgated from time to time by the Executive Board, subject to the right of the Association to change such rules and regulations. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such Rules and Regulations or any amendments thereto.

## ARTICLE V

### COMMON EXPENSES

Section 1. Condominium Expenses. The Declarant, for each Unit owned, hereby covenants with, and each other Unit Owner(s) by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is conclusively deemed to covenant and agree to pay to the Executive Board or its designee, as representative of the WINDMERE CONDOMINIUM UNIT OWNERS ASSOCIATION, such assessments and/or charges shall as may be levied by the Executive Board of the Condominium Unit Owners Association to cover the reasonable share of Common Expenses incurred in maintaining, improving and managing WINDMERE PARK, THE RIDGEWAY AT WINDMERE, or THE KINGSTON AT WINDMERE, a flexible condominium. Such assessment

and/or charges shall run with the land and shall be a continuing lien upon each Residential Unit unit paid. Such assessment and/or charges may be enforced in any court of law or equity having jurisdiction thereof, and as provided for herein shall be subordinate to the lien of any first mortgage.

Section 2. Special Expenses. Where in the judgment of the Executive Board, it is determined that an expense is peculiar to and of special benefit only to certain Residential Units, one or more, and is not foreseeably to be repeated generally throughout the property, it shall make a special assessment on such account against only such Units as are so affected, and the same shall be subject to the foregoing provisions of the appropriate sections herein, like any other assessment. The provisions hereof shall be applicable under Article VII below.

#### ARTICLE VI

##### ENCROACHMENTS

If any portion of a Residential Unit or Common Element encroaches upon another Unit, a valid easement for the encroachment and the maintenance of the same, so long as it stands, shall and does exist. In the event any building is partially or totally destroyed and then rebuilt, encroachments aforesaid may continue as a part of any restoration.

#### ARTICLE VII

##### EASEMENTS

Section 1. Residential Unit Owners and Executive Board.

(a) Each Unit Owner, as needed, shall have an easement in

common with all other affected Unit Owners to have, use and repair, or to have repaired or replaced, as necessary, all pipes, wires, ducts, cable, conduits, chimneys, public utility lines and other elements in any way located in any Unit or forming any part of the Common Elements. In addition, each Unit shall be subject to, and shall have, such easements of support and shelter from, under, against and over such other Units, as may be necessary for the soundness and quiet enjoyment of each Unit, and as may be necessary for the soundness and needs of structural Common Elements. (b) The Executive Board shall have the right to reasonable access to each Unit to inspect the same, and to provide for removal of violations therefrom and generally to the extent set forth under the By-Laws, Rules, and Regulations, and to provide for service maintenance, repair or replacement of Common Elements as necessary; and to service, maintain, repair, and replace such other equipment or elements as may be the responsibility of the Executive Board. (c) All repair work contemplated by the Article shall be performed solely through the Executive Board; provided, however, that nothing contained herein shall be construed to prevent the levying of a special assessment and/or charge on one or more Unit Owners for work performed in relations to the easements provided and referred to herein. (d) All such easements shall run with the land and inure to the benefit of and be binding upon the Executive Board, each Unit Owner and each mortgagee, lessee, occupant, or other person having any interest in any Residential Unit or in the Common Elements. (e) Assessments, such as special assessments under Article V, Section 2, above, shall be made by the Executive Board

after it determines that one or more Unit Owners are responsible for the problem or problems which necessitated the work performed.

## ARTICLE VIII

### EXECUTIVE BOARD AND VOTING

Section 1. WINDMERE CONDOMINIUM UNIT OWNERS ASSOCIATION. A Residential Unit Owners Association, a non-profit corporation, shall be organized contemporaneously herewith. Membership in the Association shall consist exclusively of all the Residential Unit Owner(s), including the Unit Owners of any additional for convertible real estate which may be included in the condominium

Section 2. Powers of the Residential Unit Owners Association. The Association hereinabove described shall have all powers as set forth in Section 3302 of the Act.

Section 3. Executive Board Members and Officers. The Association shall elect an Executive Board who may act in all instances on behalf of the Association. The names of the first members of Executive Board are GALEN E. DREIBELBIS, President, and JANET FLEMING, Secretary and Treasurer. The aforesaid first members shall serve until their successors have been elected by the Association pursuant to By-Laws, Rules, and Regulations and after deeds have been recorded placing title to at least seventy-five (75%) percent of the Units in the names of owners other than the Declarant.

Not more than sixty (60) days after the conveyance of twenty-five (25%) percent of the Residential Units to Residential Unit Owners, other than the Declarant, not less than twenty-five

(25%) percent of the members of the Executive Board shall be elected by any Unit Owners other than the Declarant.

Not later than sixty (60) days after the conveyance of fifty (50%) percent of the Residential Units to Residential Unit Owners, other than the Declarant, not less than thirty-three and one third (33 1/3%) percent of the members of the Executive Board shall be elected by Residential Unit Owners other than the Declarant.

Notwithstanding anything hereinbefore set out, nothing herein shall in any way prevent, delay, hinder or impinge upon or infringe upon the rights of the Declarant to construct additional Residential Units on the real estate as set out in the Exhibits attached hereto and/or as shown on the recorded plat plans.

Section 4. Voting. Each Unit Owner is automatically a member of the Association and each unit is entitled to one vote. Upon termination of his ownership of a Residential Unit, his membership thereupon automatically terminates and thereupon transfers and inures to the new Residential Unit Owners. Each Residential Unit Owner shall be entitled to the same number of votes (one (1) vote per unit) as are assigned to his Unit hereunder and under any amendments hereto. All meetings of the Unit Owners shall take place in accordance the Association By-Laws, Rules, and Regulations.

By acceptance hereof, all members of the Association acknowledge and recognize that the number of votes may be expanded by the construction of additional residential units and/or the



determination of prorata shares and charges shall be final and binding on all.

## ARTICLE X

### Insurance.

Section 1. Coverage. The Executive Board shall obtain and maintain, on behalf of and for the benefit of the Residential Unit Owners, insurance coverage as set forth in Paragraphs 2 through 6 hereof. All insurance affecting the property shall be governed by the provisions of this Section.

Section 2. Physical Damage. All buildings and improvements (as defined hereinbefore), and all of the personal property owned in common shall be insured, for the benefit of the Executive Board, the Residential Unit Owners and mortgagees of the Units, against risks of physical damage as follows:

(a) Amounts. As to real property, for an amount equal to its full insurable replacement cost; as to personal property, for an amount equal to its actual cash value. At the time of obtaining any insurance on real property under this section, and at least annually thereafter, the Executive Board shall obtain an appraisal from a qualified appraiser for the purpose of determining the replacement cost of such real property.

(b) Risks Insured Against. The insurance shall afford protection against loss or damage by reason of:

(i) Fire and other hazards covered by extended coverage endorsement;

(ii) Vandalism and malicious mischief;

construction of additional units on any of the real estate as described on the Exhibits attached hereto and designated as additional real estate.

#### ARTICLE IX

##### Separation Mortgages, Taxes, Utility Charges

Section 1. Mortgages. Each Residential Unit Owner shall have the right to mortgage or encumber only his own designated Unit together with only his proportionate undivided share in the Common Elements, and he shall have no right, power, or authority to in any way encumber or affect the title to any other part of or interest in the property.

Section 2. Taxes. It is understood that real estate taxes are to be separately taxed to each Residential Unit Owner for his Unit and his undivided percentage of ownership in the Common Elements.

Section 3. Utilities. Each Residential Unit Owner shall pay for his own telephone, electricity, and/or other utilities which are separately metered or billed to each user by the appropriate utility company. Utilities not separately metered or billed may be treated as part of the Common Expenses or in the event the said utility services are supplied to some Units but less than all Units, then the Board may reasonably prorate these charges over the Units using such services, and require such Unit Owner to pay his prorata share of such charges, which shall become a charge of lien against the Unit, enforceable under Article V, Section 2, above. The decision of the Executive Board to prorate, and its

(iii) Such other risks of physical damage as from time to time may be customarily covered with respect to buildings and improvements similar in construction, location, and use as those on the Property; and

(iv) Such other risks of physical damage as the Executive Board may from time to time deem appropriate.

(c) Other Provisions. The insurance shall contain the following provisions:

(i) Waivers by the insurer of rights of subrogation against the Executive Board and the Residential Unit Owners;

(ii) That the insurance shall not be affected or diminished by reason of any other insurance carried by any Residential Unit Owner or mortgagee of a Unit;

(iii) That the insured shall not be affected or diminished by any actor neglect of any Residential Unit Owner or any occupants or owners of any improvements when such act or neglect is not within the control of the Executive Board;

(iv) That the insurance shall not be affected or diminished by failure of any Residential Unit Owner or any occupants or Owners of any improvements to comply with any warranty or condition when such failure to comply is not within the control of the Executive Board;

(v) That the insurance may not be cancelled or substantially modified (except for the addition of property or increases in amount of Coverage) without at least thirty (30) days prior written notice to the named insured, and to all mortgagees of Units;

(vi) Provisions for indemnification of mortgagees of Units and for the disbursement of their several interest to specific Units as they appear;

(vii) The standard mortgagee clause, except that any loss otherwise payable to named mortgagees shall be payable in the manner set forth in Subsection (c) or Paragraph 11, hereof;

(viii) Adjustment of loss shall be made with the Executive Board as the exclusive authority for the insured;

(ix) Proceeds for losses under \$10,000.00 shall be paid to the Executive Board and proceeds for losses over \$10,000.00 shall be payable to the Trustee (see Paragraph 11, below);

(x) The named insured shall be the WINDMERE CONDOMINIUM UNIT OWNERS ASSOCIATION, Executive Board of Directors;

(xi) All policies shall be written with a company licensed to do business in the Commonwealth of Pennsylvania and holding a rate of "AAA" or better by Best's Insurance Reports, or by an equivalent rating bureau should Best's Insurance Reports cease to be issued;

(xii) The insurance policies to the Executive Board on behalf of the Residential Unit Owners and covering the Condominium Property cannot be cancelled, invalidated or suspended on account of the conduct of any one cancellation, invalidation, or suspension for any reason be effected without at least thirty (30) days prior written notice to each Residential Unit Owner and all holders of any mortgages permitted hereunder;

(xiii) That all policies covering the Condominium Property cannot be cancelled, invalidated, or suspended on account of the

conduct of any officer or employee of the Executive Board or any Owner without prior demand in writing that the Executive Board or such Owner cure the defect and without providing a reasonable period of time thereafter in which to cure same; and

(xiv) If possible, secure agreed amount clause or waiver of co-insurance.

Section 3. Casualty and Liability Insurance. To the extent available, the Executive Board shall obtain and maintain comprehensive general liability insurance in such limits as the Executive Board may from time to time determine insuring the Executive Board, the Officers, the Manager (at the discretion of the Executive Board), and each Residential Unit Owner for claims arising out of or in connection with the ownership, operation, or maintenance of any of the Property, excluding however, Residential Unit Owner liability coverage for claims arising in connection with that portion of the Property used and occupied exclusively by a particular Residential Unit Owner. Such comprehensive general liability insurance shall also cover, the extent such insurance is available, cross liability claims of one insured against the other. The Board shall review such limits once a year.

Section 4. Directors and Officers Liability Insurance. To the extent available, the Executive Board shall obtain and maintain a comprehensive general liability insurance policy in such limits as the Executive Board may from time to time determine or in such limits as may be available, insuring the Executive Board members, the Officers, the Manager (at the discretion of the Executive Board), for claims arising out of or in connection with the

management, operation or maintenance of any of the Property, such policy shall insure the Executive Board members and officers against any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith.

Section 5. Workmen's Compensation Insurance. The Executive Board shall obtain and maintain Workmen's Compensation Insurance, if necessary, to meet the requirements of the laws of the Commonwealth of Pennsylvania.

Section 6. Other Insurance. The Executive Board is authorized to obtain and maintain such other insurance of bonds as it shall determine from time to time to be desirable.

Section 7. Insurance by Residential Unit Owners. Residential Unit Owners shall not be prohibited from carrying insurance for their own benefit provided that all such policies shall contain waivers of subrogation against all other parties insured by the comprehensive general liability insurance of Paragraph 4, and further provided that the liability of the carriers issuing the insurance obtained by the Executive board shall not be affected or diminished by reason of any such additional insurance coverage by any Unit Owner. In no event, however, shall the insurance coverage obtained and maintained by the Executive Board hereunder be brought into contribution with insurance purchased by individual Unit Owners of their mortgagees.

Section 8. Filing of Individual Policies. Each Residential Unit Owner shall file any individual policies of insurance (excluding policies restricted to personal property) with the

Executive Board within thirty (30) days after purchase thereof.  
The Executive Board shall maintain the file thereof.

Section 9. Premiums. Premiums upon insurance policies purchased by the Executive Board shall be paid as a Common Expense.

Section 10. Trustee. All insurance policies purchased by the Executive Board shall be for the benefit of the Executive Board, the Residential Unit Owners and their mortgagees, as their interests may appear, and shall provide that all proceeds covering property losses under \$10,000.00 shall be payable to the Executive Board and all proceeds covering losses in excess of that amount shall be paid to a bank with trust powers, insured by an agency of the United States, or to such other person or entity as is acceptable to the Executive Board, and the insurance carrier, which trustee is herein referred to as the "Trustee". The Trustee shall not be liable for payment of premiums, nor for the renewal or the sufficiency of the policies, nor for the failure to collect any insurance proceeds. The duty of the 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 Executive Board, the Residential Unit Owners and their mortgagees in the following shares:

(a) Common Elements. Proceeds on account of damage to Common Elements as undivided share for each Residential Unit Owner, such share being the same as the percentage of undivided interest of such Residential Unit Owner as set forth in the Declaration.

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

(i) When the building is to be restored--for the Owners of damaged residential units in proportion to the cost of repairing the damage suffered by each Unit Owner, which cost shall be determined by the Executive Board. (Damage suffered by a Unit Owner shall not be deemed to include damage to any items specifically excluded from insurance coverage, pursuant to the provisions of Section 2 hereof.)

(ii) When the building is not to be restored--an individual share for each Unit Owner, such share being the same proportion as the Unit's percentage of ownership of undivided interests as set forth in the Declaration, bears to the total percentage of ownership of the Units not to be restored.

(c) Mortgagees. In the event a mortgagee endorsement has been issued, with respect to a particular unit, the share of the Residential Unit Owners shall be held in trust for the mortgagee and the Unit Owner as their interest may appear; provided, however, that no mortgagee shall have the right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.

Section 11. Distribution of the Insurance Proceeds by Trustee. Proceeds of insurance policies received by the Trustee shall be distributed to or for the benefit of beneficial owners in the following manner:

(a) Expense of the Trust. All expenses of the Trustee shall be first paid or provisions made therefore.

(b) 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 of consummating the full repair or reconstruction of the property to a condition substantially similar to that which existed immediately prior to the damage. Each Residential Unit Owner shall personally assume the additional expenses of any improvements made which would



restore the unit to a condition superior to that which existed immediately prior to the damage.

(c) Residential Unit Owners' Liability. In the event that the proceeds of insurance are not sufficient to repair or reconstruct the damaged portions of the property, then the repair or reconstruction shall be accomplished by the Association as a common expense, in proportion to the undivided percentage interests in the common elements. Residential Unit Owners may apply the proceeds from any individual insurance policies that may have been obtained to the share of such common expense as may be assessed against them.

(d) No Reconstruction or Repair. The damage shall not be repaired or reconstructed if the condominium is terminated or if eighty (80%) percent of the Unit Owners vote not to rebuild. If the Residential Unit Owners so vote not to rebuild, the insurance proceeds shall be distributed to all the Unit Owners and lien holders, as their interests may appear, in proportion to their common elements interests. If the condominium is terminated, then the proceeds shall be distributed as set forth in the Uniform Condominium Act.

#### MAINTENANCE AND ALTERATIONS

Section 1. Each Residential Unit Owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs and replacements within his own units. No alternations of any of the Common Elements, or any additions or improvements

thereto, shall be made by any Unit Owner without the prior written approval of the Executive Board.

## ARTICLE XII

### Unit Subject to Declaration

Section 1. By-Laws, Rules, and Regulations. All present and future Residential Unit Owners, tenants, mortgagees, and occupants of Units shall be subject to and shall comply with the provisions of this Declaration, with those of the By-Laws, Rules, and Regulations, and with the duly promulgated rules and regulations adopted by the Executive Board and with all amendments of the same. Acceptance of a deed of conveyance or the acceptance of inheritance or the entering into a lease, or the entering into occupancy of a unit, shall constitute an agreement to be so bound, and that the aforementioned instruments are accepted and ratified by each such Unit Owner, tenant, occupant, or mortgagee; and that all such provisions of the aforementioned instruments shall be deemed and taken to be covenants running with the land and shall bind every person at any time having any interest or estate in such unit as though all such provisions were set forth in full, in each and every deed, or inheritance, or lease, or any other relevant documents.

## ARTICLE XIII

### Liability and Indemnification

Section 1. Liability of Members of the Executive Board and Officers. The members of the Executive Board and the officers and any assistant officers:

1. Shall not be liable to the Residential Unit Owners as a result of their activities as such for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or gross negligence;

2. Shall have no personal liability in contract to a Unit Owner or any other person or under any agreement, instrument or transaction entered into by them on behalf of the Executive Board or Unit Owners in their capacity as such;

3. Shall have no personal liability in tort to a Residential Unit Owner or any other person or entity direct or imputed, by virtue of acts performed by them, except for their own willful misconduct or gross negligence, or acts performed for them, in their capacity as such; and

4. Shall have no personal liability arising out of the use, misuse or condition of the property, or which might in any other way be assessed against or imputed to them as a result or by virtue of their capacity as such.

Section 2. Indemnification by Residential Unit Owners. The Unit Owners shall indemnify and hold harmless any person, his heirs and personal representatives, from and against any and all personal liability, and all expenses, including counsel fees, incurred or imposed, or arising out or in settlement of any threatened, pending or completed action, suits or proceedings, whether civil, criminal, administrative or investigative, instituted by any one or more unit owners or any other persons or entities, to which he shall be threatened to be made a party by reason of the fact that he is or was a member of the Executive Board or an officer or assistant

officer, other than to the extent, if any, that such liability or expense shall be attributable to his willful misconduct or gross negligence, PROVIDED, in the case of any settlement that the Executive Board shall have approved the settlement, which approval shall not be unreasonably withheld. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled as a matter of law or agreement or vote of Unit Owners or of the Executive Board or otherwise. The indemnification by the Unit Owners set forth in this Section 2 of Article XIII shall be paid by the Executive Board on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such.

Section 3. Liabilities of Individual Residential Unit Owners. The Residential Unit Owners, any lessees or sublessees of a Residential Unit shall be jointly and severally liable for liabilities arising out of their own conduct arising out of ownership, occupancy, use, misuse or condition (except when the result of a condition affecting all or other parts of the property) of that Unit.

Section 4. Costs of Suit in Actions Brought by One or More Residential Unit Owners on Behalf of All Residential Unit Owners. If any action is brought by one or more, but less than all Residential Unit Owners, on behalf of all Residential Unit Owners, and recover is had, the Plaintiff's expenses, including reasonable attorney's fees, shall be a Common Expense, provided that if such action is brought against all Unit Owners or otherwise against all other Unit Owners or against the Executive Board, the officers,

assistant officers, employees or agents in their capabilities as such, with the result that the ultimate liability asserted would, if proved, be born by all the Residential Unit Owners, the Plaintiff's expenses, including counsel fees, shall not be charged to or born by the other Unit Owners, as a Common Expense or otherwise.

Section 5. Notice of Suit and Opportunity to Defend.

Complaints brought against all Unit Owners or the Executive Board, or the officers, assistant officers, employees or agents thereof, in their respective capacities as such, or the property as a whole, shall be directed to the Executive Board, which shall promptly give written notice thereof to the Residential Unit Owners and the holders of any Permitted Mortgages and shall be defended by the Executive Board, and the Unit Owners and such holders shall have not right to participate other than through the Executive Board in such defense. Complaints against one or more, but less than all the Unit Owners or Residential Units alleging liabilities covered by Section 3 of this Article XIII, shall be directed to such Unit Owners, who shall promptly give written notice thereof to the Executive board and to the holders of any Permitted Mortgages effecting such units and shall be defended by such owners.

ARTICLE XIV

Amendment

This Declaration may be amended, subject to the restrictions of the Act, by the vote of the Residential Unit Owners and the mortgagees of 75% of the common interests after control of the same

has been delivered to the Association by the Declarant; until that time, the Declaration retains and reserves specifically the right to amend these declarations and the plat plans, including the right to convert or add additional real estate to this condominium project. No amendment shall be effective until properly recorded.

#### ARTICLE XV

##### Power of Attorney and Confession of Judgment

IN ORDER TO EXPEDITE THE EXECUTIVE BOARD OR DECLARANT'S COLLECTION OF ANY DELINQUENT ASSESSMENT, EACH UNIT OWNER (BY THE ACCEPTANCE OF THE DEED TO HIS UNIT) SHALL BE DEEMED TO HAVE APPOINTED ANY ONE OR MORE OF THE EXECUTIVE BOARD MEMBERS OF THE DECLARANTS TO BE HIS OR HER ATTORNEY-IN-FACT TO CONFESS JUDGMENT AGAINST SUCH RESIDENTIAL UNIT OWNER IN ANY COURT OF COMPETENT JURISDICTION IN PENNSYLVANIA OR ANY OTHER PLACE, FOR SUCH UNPAID ASSESSMENT(S) WHICH APPOINTMENT (BEING FOR SECURITY) SHALL BE IRREVOCABLE; AND FOR SO DOING, A COPY OF THIS ARTICLE AND SAID DEED, BOTH VERIFIED BY AFFIDAVIT, SHALL BE SUFFICIENT WARRANT. THE AUTHORITY GRANTED HEREIN TO CONFESS JUDGMENT SHALL NOT BE EXHAUSTED BY ANY EXERCISE THEREOF BUT SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL THE DECLARATION SHALL BE TERMINATED. FURTHER, EACH AND EVERY PURCHASER, RESIDENTIAL UNIT OWNER OR OCCUPANT, OR HOLDER OF ANY MORTGAGE OR OTHER LIEN, DOES AUTOMATICALLY AND IRREVOCABLY NAME, CONSTITUTE AND APPOINT AND CONFIRM THE DECLARANT, ITS SUCCESSORS OR ASSIGNS AS ATTORNEYS-IN-FACT FOR ANY OF THE PURPOSES SET OUT HEREIN AND IN ADDITION THERETO, FOR THE PURPOSE OF EXECUTION OF SUCH AMENDED INSTRUMENT OR INSTRUMENTS WHICH IS

NECESSARY TO EFFECT THIS DECLARATION OR THE TERMS OF THIS DECLARATION. THIS POWER OF ATTORNEY AFORESAID IS EXPRESSLY DECLARED AND ACKNOWLEDGED TO BE COUPLED WITH AN INTEREST IN THE SUBJECT MATTER HEREOF AND THE SAME SHALL RUN WITH THE TITLE TO ANY AND ALL RESIDENTIAL UNITS AND BE BINDING UPON THE SUCCESSORS AND ASSIGNS OF ANY OF THE FOREGOING PARTIES. FURTHER, SAID POWER OF ATTORNEY SHALL NOT BE AFFECTED BY THE DEATH OR DISABILITY OF ANY OF THE PRINCIPLES, AND IS INTENDED TO DELIVER ALL RIGHT, TITLE AND INTEREST OF THE PRINCIPAL IN AND TO SAID POWER.

#### ARTICLE XVI

##### Real Estate Taxes

It is understood and agreed that the real estate taxes are to be separately assessed and taxed to each Residential Unit Owner for his or her Unit, and its corresponding percentage interest in the Common Elements, as provided in the Act. In the event that real estate taxes for any year are not separately assessed against each Unit, but rather are assessed against the property as a whole, then each Residential Unit Owner shall pay his proportionate share thereof in accordance with his respective percentage interest in the Common Elements at that time, and in said event, such taxes shall be a common expense. The Executive Board shall have the authority to advance Association funds in payment of all or a portion of such taxes pending receipt from the respective owners of their proportionate share thereof.

## ARTICLE XVII

### Option to Expand the Condominium

Section 1. Reservation. The Declarant hereby explicitly reserves an option until the seventh anniversary of the recording of this Declaration to add additional units to the real estate from time to time in compliance with Section 3211 of the Act, without the consent of any unit owners or mortgagee. The option to expand may be terminated prior to such anniversary only upon the filing by the Declarant of an amendment to this Declaration. The Declarant expressly reserves the right to add any and all portions of additional units to the real estate already described by converting the real estate to units, at different times, at any time, in any order, without limitation and without any requirement that any other real estate shall be added, converted or withdrawn; PROVIDED, HOWEVER, that any converted real estate shall not exceed any of the areas described in the Exhibits attached hereto. There are no other limitations on the option to expand. The reservation by Declarant of the right to add additional units to be known as the KINGSTON AT WINDMERE, shall in no way obligate the Declarant to construct the additional units. The option to add additional units or not to add additional units is completely at Declarant's discretion.

Section 2. Assurances. Declarant makes no assurances as to location of buildings on convertible real estate or the location of any units on the real estate as described on the Exhibits attached hereto. At such time as the condominium is expanded and additional units are constructed, the maximum number of units per acre on the



real estate as described in the Exhibits or the number of units converted on the real estate already described in the Exhibits as an aggregate will be no more than 16. The maximum percentage in the aggregate of land and buildings and of common area that may be created by construction or by the additional of additional units to the real estate already described, i.e., converted, if added, shall not be more than 1/32 if and when all 32 units are constructed. Any buildings to be constructed in the phases on the real estate as described in the exhibits and the additional units constructed during the phases of construction thereon will be compatible in quality, materials and style with the buildings initially constructed on the land. Declarant expressly reserves the right to create Limited Common on the real estate and to designate Common Elements which may be subsequently assigned as Limited Common Elements. Declarant makes no assurances as to type, size or maximum number of such Common Elements or Limited Common Elements. The allocation of percentage interest in the real estate shall be computed in accordance with the number of units constructed if and when constructed. All restrictions in this Declaration affecting the use, occupancy and alienation of Residential Units will apply to units created in the real estate as described on the exhibits. In the event Declarant does add additional units to the real estate as described on the exhibits, Declarant shall nevertheless have the right to construct all or any portion of any building or buildings on the real estate described in the exhibits attached hereto and operate the same without restriction, except as set forth herein.

Section 3. Declarant Easement for Development of Real Estate. The Declarant reserves an easement on, over and under those portions of the Common Elements not located in a building which contains units, for all purposes relating to the construction, development, leasing and/or sale of improvements on real estate to which units will be constructed in the phases of construction. This easement shall include, without limitation, the right of vehicular and pedestrian ingress and egress, the right to park motor vehicles and to engage in construction and marketing activities of any nature whatsoever, including the movement and storage of building materials and equipment, the conduct of sales, leasing and management activities, the maintenance of models and offices and the erection and maintenance of directional and promotional signs.

#### ARTICLE XVIII

##### Convertible Real Estate

Section 1. Reservation. The Declarant hereby explicitly reserves an option until the seventh anniversary of the recording of this Declaration to convert all or any portion of the convertible real estate to units, Common Elements and Limited Common Elements or any combination thereof from time to time in compliance with Section 3211 of the Act without the consent of any Unit Owner or mortgagee. The option to convert may be terminated prior to such anniversary only upon the filing of an amendment to this Declaration by the Declarant. The Declarant expressly reserves the right to convert any and all portions of the

convertible real estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate shall be added, converted, or withdrawn; PROVIDED, HOWEVER, that the convertible real estate shall not exceed any of the areas described in the Exhibits attached hereto. There are no other limitations on the option to convert the convertible real estate from the condominium.

Section 2. Assurances. If the convertible real estate is converted, the buildings on the convertible real estate will be located approximately as shown on the plats attached hereto. At such time as the convertible real estate is completely converted, the maximum number of units which may be converted on the real estate as a whole in the development will be thirty two (32) in the aggregate. Any buildings to be constructed within the convertible real estate and units therein will be compatible in quality, materials and style with the buildings on other portions of the property. Declarant may construct or convert certain additional structures and other amenities serving the condominium project. Any buildings within the convertible real estate will be substantially shown on the exhibits attached hereto and the recorded plats. The Declarant expressly reserves the right to create Limited Common Elements within the convertible real estate and to designate Common Elements therein which may be subsequently assigned as Limited Common Elements. The type of such elements may be attics, roofs, patios, terraces, electrical and mechanical rooms and systems, including heating and cooling apparatus, parking, commercial and recreational facilities, and all other elements

which can appropriately be designated as Common Elements or Limited Common Elements or any combination thereof. The size of such elements shall be limited approximately to the same size as the existing improvements and designated areas except for any additional patios or terraces which shall not exceed the normal size for such appurtenances; the electrical and mechanical rooms and systems, including heating and cooling apparatus, shall not exceed the normal size for the same necessary to serve the property; and the parking, commercial and recreational facilities, if constructed, will not exceed the size necessary to serve the property. All restrictions in this Declaration affecting use, occupancy and alienation of units will apply to units created in the Convertible Real Estate. The reallocation of percentage interest in the Convertible Real Estate and the property may be recomputed from time to time. However, in the entire project all units are constructed and all additional real estate is added and/or additional units are converted the least percentage and Residential Unit Owner may possess would be 1/32 of the entire condominium project presuming there are 32 units constructed and a unit owner only owns one unit.

#### ARTICLE XIX

##### Termination

Section 1. The property may be removed from the provisions of the Act by a written ratification, duly recorded, and executed by all the Unit Owners, holders of all mortgages, judgments or other liens effecting the units. Once the property has been

removed, and if it is not to be sold, the former unit owners shall become tenants in common with the property as provided by the Act.

## ARTICLE XX

### Interpretation

Section 1. Matters of dispute or disagreement between Unit Owners or matters which require interpretation of this Declaration or the By-Laws, Rules, and Regulations of the Executive Board, shall be determined by the Executive Board, whose determination shall be binding and final, on all Unit Owners.

## ARTICLE XXI

### Severability

Section 1. If any of the provisions of this Declaration or of the By-Laws, Rules, and Regulations or of the Act are held invalid, the validity of the remaining provisions shall not be affected thereby.

## ARTICLE XXII

### Captions

Section 1. The captions herein are inserted only as a matter of convenience and in no way define, limit or describe the scope of the Declaration nor the intention of any provisions hereof.

ARTICLE XXIII

Conflicts

Section 1. This Declaration is set forth to comply with the requirements of the Act. In the event of any conflict between this Declaration and the provisions of the Act, the Act shall control.

ARTICLE XIV

Membership in Associations

Each Residential Unit Owner shall become a member of WINDMERE CONDOMINIUM UNIT OWNERS' ASSOCIATION, a Flexible Condominium, and a member of WINDMERE RESIDENTIAL UNIT OWNERS' ASSOCIATION, if and when formed, both being non-profit corporations, one for the particular condominium, and one for the entire development. One unit as elected or appointed by the Executive Board of Directors will act as a representative to the WINDMERE RESIDENTIAL UNIT OWNERS' ASSOCIATION.

IN WITNESS WHEREOF, the Declarant has hereunto caused his hand and seal to be executed and affixed hereunto this 15 day of DECEMBER, 1989.

ATTEST:

Robert B. Mithiger, Witness

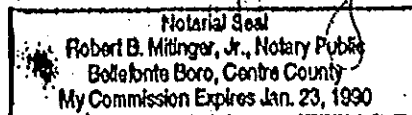
Galen E. Dreibelbis  
Galen E. Dreibelbis, Declarant

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF CENTRE )

Before me, the undersigned, personally appeared GALEN E. DREIBELBIS, Declarant herein, known to me or satisfactorily proven to be the person whose name is subscribed to the within Declaration and acknowledged that he executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 15<sup>th</sup> day of December, 1989.

*Robert B. Mittinger*



Member, Pennsylvania Association of Notaries

EXHIBIT "B"

The Ridgeway at Windmere and  
The Kingston at Windmere, If Built

A Tower South

Unit No.	Percentage Vote	Ridgeway Percentage Interest	Kingston, (If Built) Percentage Interest
1	1	1/16	1/32
2	1	1/16	1/32
3	1	1/16	1/32
4	1	1/16	1/32
5	1	1/16	1/32

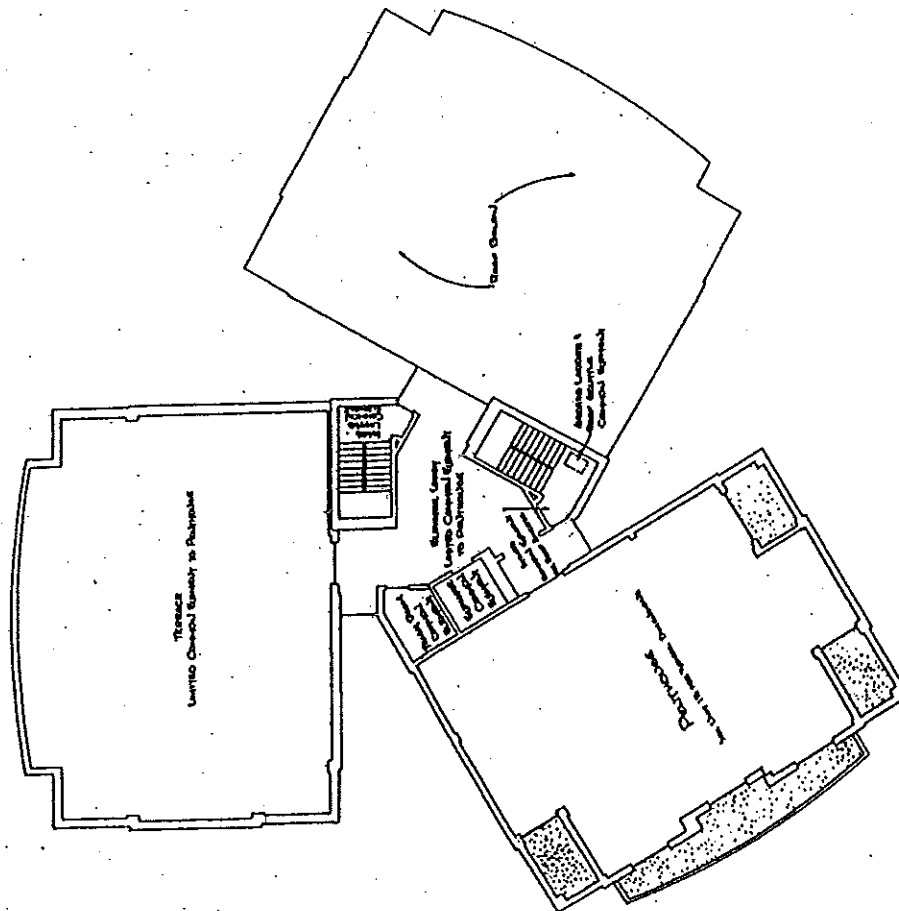
B Tower West

Unit No.	Percentage Vote	Ridgeway Percentage Interest	Kingston, (If Built) Percentage Interest
1	1	1/16	1/32
2	1	1/16	1/32
3	1	1/16	1/32
4	1	1/16	1/32
5	1	1/16	1/32

C Tower North

Unit No.	Percentage Vote	Ridgeway Percentage Interest	Kingston, (If Built) Percentage Interest
Ground	1	1/16	1/32
1	1	1/16	1/32
2	1	1/16	1/32
3	1	1/16	1/32
4	1	1/16	1/32


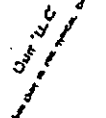
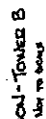


[illegible]









**SWEETLAND ENGINEERING  
& ASSOCIATES, INC.**

600 West College Avenue  
 Spring College, Pennsylvania 16801  
 (814) 237-4112

THE RIDGEWAY at WINDMERE  
CONDOMINIUM  
DECLARATION PLAN  
'LOWER LOBBY'

70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100	101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200	201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300	301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400	401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500	501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 58
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AMENDED DECLARATION OF CONDOMINIUM

THE RIDGEWAY AT WINDMERE

A FLEXIBLE CONDOMINIUM

COUNTY OF CENTRE

COMMONWEALTH OF PENNSYLVANIA

THIS AMENDED DECLARATION is made this 18<sup>th</sup> day of March, 1991, by GALEN E. DREIBELBIS, an individual, of 1535 North Atherton Street, State College, Centre County, Pennsylvania, as the owner in fee simple of real estate herein described. This Declaration is filed as an amendment to the Declaration of the same name, dated the 15th day of December, 1989, and recorded in the Office of the Recorder of Deeds of Centre County in Record Book 513, Page 510, on the 22nd day of January, 1990.

WITNESSETH:

SUBMISSION

The following amendments to the original Declaration are as hereinafter set forth:

ARTICLE I

Section 17. "Unit" means a component or part of a building designed and intended for residential use, and designated as a Residential Unit by the Declaration Plan, and the same shall include its assigned proportionate undivided interest in the Common

Elements, which is subject to change, and shall include also all of the rights, privileges, immunities, and obligations attaching thereto as is provided and referred to herein. Each unit shall have one (1) vote in The Windmere Condominium Unit Owners' Association.

Section 20. "Additional Real Estate" means that described as such in Exhibit "A" attached hereto. The land described within the description may be converted and have permanent improvements affixed thereto which will be part of this real estate development.

### ARTICLE III

Section 2. Paragraph 5: "The upper and lower boundaries of the units shall be the following boundaries extended to intersections with the vertical boundaries: (i) Upper boundary: the upper boundary shall be the lower surface of the concrete floor slab of the unit above, or in the case of the top unit, the ceiling. (ii) <sup>Lower Boundary:</sup> The horizontal plane of the top surface of the unfinished, concrete floor slab. Vertical Boundaries: the vertical boundaries of the units shall be the vertical planes, extended to intersections with each other and the upper and lower boundaries, of the unit side of the exterior unit side surface of the exterior walls which do not separate the unit from any other unit and of the center line unit side surface of the party walls which separate the unit from other units.

Section 6. Interest in Common Elements. Each Unit Owner shall own an undivided interest in the Common Elements in accordance with the number of units set forth in the Declaration



of Condominium. The maximum number of units in this flexible condominium, if and when all are constructed, shall be thirty-two (32). Each unit and its designated, undivided interest in the common elements, in accordance with a proposed number of units, is attached hereto, made a part hereof and marked Exhibit "B". Said interest is shown with its identifying number and location and percentage interest on the plats and plans. However, the interest in the common elements will be diminished by the construction of the additional units as shown on the plats and plans when built. Such percentage ownership runs with the title to each Unit and may not be separated therefrom although the same may be diluted; provided, however, that the proportionate undivided interest in the Common Elements may be altered by the recording of an amendment to this Declaration, by the Declarant, in accordance with the Act and the Declaration. In any event, the total of all such undivided interests shall be 100 percent in the aggregate. Each unit shall have one (1) vote in the Windmere Condominium Unit Owners' Association.

Section 7. Special Uses. Certain parts or portions of the Common Elements may be specifically assigned in writing for use by the particular Unit Owner, i.e., the Declarant expressly reserves for each Unit Owner the right to use the limited common area located in the areas which are designated as patios to each unit. Additionally, each Unit Owner shall have the right to use two (2) parking spaces in the parking structure. All such areas are limited common areas for the benefit of the unit so served, including any storage areas which may be so designated by the

Declarant for the benefit of each unit. The Developer will construct a swimming pool as shown on the attached exhibits.

Section 15. Recreational Use Assessments Against the Declarant's Proportion of Real Estate: As a condition of the enjoyment of the easement created by this prior section, the record owners in fee simple of each unit of the real estate described in the exhibits attached hereto shall pay to the Association each month an assessment levied exclusively for a proportionate share of the costs for the management, operation, repair, replacement and maintenance of the recreational areas, when constructed, and for services and facilities related thereto. The assessment payable by each such record owner shall equal the amount determined by multiplying the actual operational expenses less any income for the recreational areas, when constructed, by a fraction, the numerator of which shall be the number of dwelling units certified for occupancy, which such record owner owns and the denominator which shall be sum of the units constructed. The assessment levied under this subsection shall be adjusted monthly by the association to reflect changes in the number of units in the event that additional real estate is developed and additional units are constructed by the Declarant. Each Unit Owners' Assessment shall either be in accordance with the number of units he or she owns, i.e., an owner owning one unit would have a 1/16 obligation or a 1/32 obligation.

## ARTICLE XVII

### Option to Expand the Condominium

Section 2. Assurances. Declarant makes no assurances as to location of buildings on convertible real estate or the location of any units on the real estate as described on the Exhibits attached hereto. At such time as the condominium is expanded and additional units are constructed, the maximum number of units per acre on the real estate as described in the Exhibits or the number of units converted on the real estate already described in the Exhibits as an aggregate will be no more than 32. The maximum percentage in the aggregate of land and buildings and of common area that may be created by construction or by the addition of additional units to the real estate already described, i.e., converted, if added, shall not be more than 1/32 if and when all 32 units are constructed. Any buildings to be constructed in the phases on the real estate as described in the exhibits and the additional units constructed during the phases of construction thereon will be compatible in quality, materials and style with the Ridgeway as originally constructed on the land. Declarant expressly reserves the right to create Limited Common Elements on the real estate and to designate Common Elements which may be subsequently assigned as Limited Common Elements. Declarant makes no assurances as to type, size or maximum number of such Common Elements or Limited Common Elements. The allocation of percentage interest in the real estate shall be computed in accordance with the number of units constructed if and when constructed. All restrictions in this Declaration affecting the use, occupancy and alienation of Residential Units will apply

to units created in the real estate as described on the exhibits. In the event Declarant does add additional units to the real estate as described on the exhibits, Declarant shall nevertheless have the right to construct all or any portion of any building or buildings on the real estate described in the exhibits attached hereto and operate the same without restriction, except as set forth herein.

**Section 3. Declarant Easement for Development of Real Estate.** The Declarant reserves an easement on, over and under those portions of the Common Elements not located in a building which contains units, for all purposes relating to the construction, development, leasing and/or sale of improvements on real estate to which units will be constructed in the phases of construction. This easement shall include, without limitation, the right of vehicular and pedestrian ingress and egress, the right to park motor vehicles and to engage in construction and marketing activities of any nature whatsoever, including the movement and storage of building materials and equipment, the conduct of sales, leasing and management activities, the maintenance of models and offices and the erection and maintenance of models and offices and the erection and maintenance of directional and promotional signs.

#### ARTICLE XVIII

##### Convertible Real Estate

**Section 1. Reservation.** The Declarant hereby explicitly reserves an option until the seventh anniversary of the recording of this Declaration to convert all or any portion of the convertible real estate to units, Common Elements and Limited Common Elements or any combination thereof from time to time in

compliance with Section 3211 of the Act without the consent of any Unit Owner or mortgage. The option to convert may be terminated prior to such anniversary on only upon the filing of an amendment to this Declaration by the Declarant. The Declarant expressly reserves the right to convert any and all portions of the convertible real estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate shall be added, converted, or withdrawn; PROVIDED, HOWEVER, that the convertible real estate shall not exceed any of the areas described in the Exhibits attached hereto. There are no other limitations on the option to convert the convertible real estate from the condominium.

Section 2. Assurances. If the convertible real estate is converted, the buildings on the convertible real estate will be located approximately as shown on the plats attached hereto. At such time as the convertible real estate is completely converted, the maximum number of units which may be built on the real estate as a whole in the development will be thirty two (32) in the aggregate. Any buildings to be constructed within the convertible real estate and units therein will be compatible in quality, materials and style with the buildings on other portions of the property. Declarant may construct or convert certain additional structures and other amenities serving the condominium project. Any buildings within the convertible real estate will be substantially shown on the exhibits attached hereto and the recorded plats. The Declarant expressly reserves the right to create Limited Common Elements within the convertible real estate

and to designate Common Elements therein which may be subsequently assigned as Limited Common Elements. The type of such elements may be attics, roofs, patios, terraces, electrical and mechanical rooms and systems, including heating and cooling apparatus, parking, commercial and recreational facilities, and all other elements which can appropriately be designated as Common Elements or Limited Common Elements or any combination thereof. The size of such elements shall be limited approximately to the same size as the existing improvements and designated areas, except for any additional patios or terraces which shall not exceed the normal size for such appurtenances; the electrical and mechanical rooms and systems, including heating and cooling apparatus, shall not exceed the normal size for the same necessary to serve the property; and the parking, commercial and recreational facilities, if constructed, will not exceed the size necessary to serve the property. All restrictions in this Declaration affecting use, occupancy and alienation of units will apply to units created in the Convertible Real Estate. The reallocation of percentage interest in the Convertible Real Estate and the property may be recomputed from time to time. However, in the entire project all units are constructed and all additional real estate is added and/or additional units are converted the lease percentage and Residential Unit Owner may possess would be  $1/32$  of the entire condominium project presuming there are 32 units constructed and a unit owner only owns one unit.

IN WITNESS WHEREOF, the Declarant has hereunto caused his  
hand and seal to be executed and affixed hereunto this 18 day of  
March, 1991.

ATTEST:

Jane T. Fleming

Galen E. Dreibelbis  
Galen E. Dreibelbis, Declarant

KENNETH D. MILLER and MARY ELLEN MILLER, husband and wife, as owners of  
Unit No. 5B, hereby consent and agree to this Amended Declaration of  
Condominium.

Kenneth D. Miller  
Kenneth D. Miller  
Mary Ellen Miller  
Mary Ellen Miller

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF CENTRE ) SS:

On this, the 18<sup>th</sup> day of March, 1991, before me, the undersigned officer, personally appeared GALEN E. DREIBELBIS, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the same for the purpose therein contained.

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

*Jarol T. Fleming*

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF CENTRE ) SS:

Jarol T. Fleming, Notary Public  
For Union Township, Centre County, PA.  
My Commission Expires March 23, 1995

On this, the 18<sup>th</sup> day of March, 1991, before me, the undersigned officer, personally appeared KENNETH D. MILLER and MARY ELLEN MILLER, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged the same for the purpose therein contained.

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

*Jarol T. Fleming*

Jarol T. Fleming, Notary Public  
For Union Township, Centre County, PA.  
My Commission Expires March 23, 1995



BOOK 581 PAGE 224

SECOND AMENDED DECLARATION OF CONDOMINIUM

THE RIDGEWAY AT WINDMERE

A FLEXIBLE CONDOMINIUM

COUNTY OF CENTRE

COMMONWEALTH OF PENNSYLVANIA

1232

THIS SECOND AMENDED DECLARATION is made this 22nd day of July, 1991, by GALEN E. DREIBELBIS, an individual, of 1535 North Atherton Street, State College, Centre County, Pennsylvania, as the owner in fee simple of real estate herein described. This Second Amended Declaration is filed as an amendment to the Declaration of the same name, dated the 15th day of December, 1989, and recorded in the Office of the Recorder of Deeds of Centre County in Record Book 513, Page 510, on the 22nd day of January, 1990.

WITNESSETH:

SUBMISSION

The following amendment to the original Amended Declaration is as hereinafter set forth:

EXHIBIT "B"

The Ridgeway at Windmere and  
The Kingston at Windmere, If Built

A Tower South

Unit No.	Percentage Vote	Ridgeway Percentage Interest	Kingston, (If Built) Percentage Interest
2	1	1/16	1/32
3	1	1/16	1/32
4	1	1/16	1/32
5	1	1/16	1/32
6 Penthouse	1	1/16	1/32

B Tower West

Unit No.	Percentage Vote	Ridgeway Percentage Interest	Kingston, (If Built) Percentage Interest
Ground	1	1/16	1/32
1	1	1/16	1/32
2	1	1/16	1/32
3	1	1/16	1/32
4	1	1/16	1/32
5	1	1/16	1/32

C Tower North

Unit No.	Percentage Vote	Ridgeway Percentage Interest	Kingston, (If Built) Percentage Interest
Ground	1	1/16	1/32
1	1	1/16	1/32
2	1	1/16	1/32
3	1	1/16	1/32
4	1	1/16	1/32

IN WITNESS WHEREOF, the Declarant, has hereunto caused his hand and seal to be executed and affixed hereunto this 24<sup>th</sup> day of July, 1991.

ATTEST:

Janet T. Plinking

Galen E. Dreibelbis  
Galen E. Dreibelbis, Declarant

The undersigned Unit owners hereby consent and agree to this Second Amended Declaration of Condominium

Unit No. 5A

Harold Zipser

Harold Zipser

Irma S. Zipser

Irma S. Zipser

Unit No. 5B

Kenneth D. Miller

Kenneth D. Miller

Mary Ellen Miller

Mary Ellen Miller

Unit No. 4B

Frank C. Layng, Sr.

Frank C. Layng, Sr.

Alan M. Layng

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA )

COUNTY OF CENTRE )

SS:

On this, the 24th day of July, 1991, before me a notary public, the undersigned officer, personally appeared Galen E. Dreibelbis, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

Ruth A. Harpster [SEAL]  
Notary Public

My Commission Expires:

NOTARIAL SEAL  
RUTH A. HARPSTER, Notary Public  
State College Bldg, Centre County, Pa.  
My Commission Expires July 10, 1995

ENTERED FOR RECORD

91 JUL 24 PM 4:14

HAZEL HARRIS  
RECORDER OF DEEDS  
CENTRE COUNTY

Recorded in the office for the record

of Deeds, etc in and for Centre County

in RECORDS 581 Book No. .... at page 224

24th day of July A. D. 19 91

Witness my hand and seal of office

Hazel M. Harris  
Recorder

6-3  
24.50  
McConick

## FOURTH AMENDED DECLARATION OF CONDOMINIUM

## THE RIDGEWAY AT WINDMERE

## COUNTY OF CENTRE

## COMMONWEALTH OF PENNSYLVANIA

**THIS FOURTH AMENDED DECLARATION** made as of the 9th day of February, 2003, by the WINDMERE CONDOMINIUM UNIT OWNERS ASSOCIATION, 455 Windmere Drive, State College, College Township, PA 16801, amends the **DECLARATION OF CONDOMINIUM** dated December 15, 1989, and recorded in the Office of the Recorder of Deeds of Centre County in Record Book No. 513 at page 510, as amended on March 18, 1991, as recorded in Record Book No. 562 at page 585, on July 22, 1991, as recorded in Record Book No. 581 at page 224, and on March 17, 1997, as recorded in Record Book No. 927 at page 678 (all of which with this Amendment are called the "Declaration").

The Declaration of Condominium is hereby amended as follows.

1. **ARTICLE X Insurance, Section 1 Coverage**, is amended as follows.

**Section 1. Coverage.** The Executive Board shall maintain, on behalf of and for the benefit of the Association, Unit Owners and holders of mortgages on the Units, insurance coverage as set forth in this Article X or as required by the Pennsylvania Uniform Condominium Act, whichever provides greater coverage.

2. **ARTICLE X Insurance, Section 2 Physical Damage**, is amended as follows.

**Section 2. Physical Damage/Property Insurance.** All Buildings, Common Elements, and Limited Common Elements, Units and all personal property of the Association and personal property owned in common, if any, shall be insured against loss by fire and all other hazards contemplated by the term "extended coverage." Coverage for Units and the term "Units" wherever it is used in this Article X shall include: fixtures, improvements and alterations inside of the Units that are attached to the structure so as to comprise part of the Buildings and refrigerators, cooking ranges, dishwashers, clothes washers and dryers contained within Units, but shall not include any other personal property within any Unit or owned by any Unit Owner. All insurance policies shall comply with the following.

(a) **Amounts.** Coverage on Buildings, Common Elements, and Limited Common Elements and Units shall be for an amount equal to the full replacement cost. Coverage on personal property required to be insured by the Association under this Article X, Section 2, shall be for an amount equal to actual cash value. The Executive Board shall have the replacement cost of the Buildings, Common Elements, and Limited Common Elements and Units determined by a representative of an insurer authorized to



make such assessments or by any other person qualified to do so as often as the Executive Board in the exercise of its reasonable business judgment deems appropriate.

(b) Risks Insured Against. The insurance shall afford protection against loss or damage by reason of:

(i) Fire and other hazards covered by extended coverage endorsement;

(ii) Vandalism and malicious mischief;

(iii) Such other risks of physical damage as from time to time may be customarily covered with respect to buildings and improvements similar to construction, location and use as those on the Property; and

(iv) Such other risks of physical damage as the Executive Board may from time to time deem appropriate.

(c) Other Provisions. In addition to any insurance provision required by law, to the extent such terms are reasonably available, all policies of insurance shall contain the following provisions:

(i) Waivers by the insurer of rights of subrogation against the Executive Board for acts or omissions within the scope of their duties and the Unit Owners or members of their households;

(ii) That the insurance shall not be affected or diminished by reason of any other insurance carried by any Unit Owner or mortgagee of a Unit. If a Unit Owner has insurance covering property insured by the Association, the Association's policy is primary insurance not contributing with the other insurance.

(iii) That any act or omission of any Unit Owner or any occupants unless such Unit Owner or occupant is acting within the scope of his or her authority on behalf of the Association will not void the policy or be a condition of recovery under the policy;

(iv) That the insurance shall not be affected or diminished by failure of any Unit Owner or any occupants to comply with any warranty or condition when such failure to comply is not within the control of the Executive Board;

(v) That the insurance may not be cancelled or substantially modified (except for the addition of property or increases in amount of Coverage) without at least thirty (30) days prior written notice to the named insured, and to all mortgagees of Units;

(vi) Provisions for indemnification of mortgagees of Units and for the disbursement of their several interest to specific Units as they appear;





(vii) The standard mortgagee clause, except that any loss otherwise payable to named mortgagees shall be payable in the manner set forth in Paragraph 11, of this Article X.

(viii) Adjustment of loss shall be made with the Executive Board as the exclusive authority for the insured;

(ix) Proceeds for losses shall be paid to the Executive Board;

(x) The named insured shall be the WINDMERE CONDOMINIUM UNIT OWNERS ASSOCIATION. Each Unit Owner shall be an insured under the policy with respect to liability arising out of ownership of an undivided interest in the common elements or membership in the Association.

(xi) All policies shall be written with a company licensed to do business in the Commonwealth of Pennsylvania and holding a rate of "AAA" or better by Best's Insurance Reports, or by an equivalent rating bureau should Best's Insurance Reports cease to be issued;

(xii) The insurance policies to the Executive Board on behalf of the Unit Owners and covering the Condominium Property cannot be cancelled, invalidated or suspended on account of the conduct of any one cancellation, invalidation or suspension for any reason be effected without at least thirty (30) days prior written notice to each Unit Owner and all holders of any mortgages permitted hereunder;

(xiii) That all policies covering the Condominium Property cannot be cancelled, invalidated or suspended on account of the conduct of any officer or employee of the Executive Board or any Owner without prior demand in writing that the Executive Board or such Owner cure the defect and without providing a reasonable period of time thereafter in which to cure same; and

(xiv) If possible, secure agreed amount clause or waiver of co-insurance.

3. ARTICLE X Insurance, Section 3 Casualty and Liability Insurance, is amended as follows.

Section 3. Liability Insurance. To the extent available, the Association shall maintain comprehensive general liability insurance, including medical payments insurance, in an amount determined by the Executive Board in the exercise of its reasonable business judgment insuring the Association, the Unit Owners, the Executive Board and officers of the Association. The policies of insurance shall cover all occurrences commonly insured against for death, bodily injury and property damage arising out of the use, ownership or maintenance of the Common Elements and Limited Common Elements. Such comprehensive general liability insurance shall also cover, to the extent such coverage is available, cross liability claims of one insured against another.



4. ARTICLE X. Insurance, Section 10 Trustee, is amended as follows.

Section 10. Adjustment of Claims and Payments of Proceeds. All property insurance maintained by the Association shall be for the benefit of the Association, the Unit Owners and their mortgagees as their interests may appear. Any loss covered by property insurance required by Section 2 of this Article X shall be adjusted by the Association. Proceeds for any covered loss shall be payable to the Association. The Executive Board shall hold any insurance proceeds in trust for the Unit Owners and their mortgagees. Subject to the provisions of Article X, Section 11, the proceeds of insurance shall be disbursed by the Executive Board first for the repair or restoration of the damaged Buildings, Common Elements, Limited Common Elements and Units. Unit Owners and their mortgagees are not entitled to receive payment of any portion of the proceeds unless a surplus of proceeds remains after the Buildings, Common Elements, Limited Common Elements and Units have been completely repaired or restored or the Condominium is terminated. Mortgagees of any Unit Owners shall not be entitled to determine or participate in any decision whether repair or rebuild the Buildings, Common Elements, Limited Common Elements and Units.

5. ARTICLE X. Insurance, Section 11 Distribution of the Insurance Proceeds by Trustee, is amended as follows.

Section 11. Disposition of Insurance Proceeds.

(a) Reconstruction or Repair. Any portion of the Buildings, Common Elements, Limited Common Elements and Units damaged or destroyed shall be promptly repaired or replaced by the Association with the insurance proceeds to a condition substantially similar to that which existed immediately prior to the occurrence of the damage unless:

- (i) the Condominium is terminated;
- (ii) repair or replacement would be illegal under any state or local health or safety statute or ordinance; or
- (iii) eighty percent of the Unit Owners, including every owner of a Unit or Limited Common Element assigned to a Unit which will not be rebuilt, votes not to rebuild.

(b) Costs in Excess of Insurance Proceeds and Deductibles. The cost of repair, reconstruction or replacement of Buildings, Common Elements, Limited Common Elements and Units in excess of insurance proceeds and any deductible for a covered loss under a policy of property insurance maintained by the Association are Common Expenses or Limited Expenses to be allocated as provided for Common Expenses and Limited Expenses in this Declaration.

(c) Repair, Reconstruction or Replacement of Less Than Entire Condominium. If the entire Condominium is not repaired, reconstructed or replaced:



(i) the insurance proceeds attributable to the damaged Buildings and Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium;

(ii) the insurance proceeds attributable to Units and Limited Common Elements which are not rebuilt shall be distributed to the owners of those Units and the owners of the Units to which those Limited Common Elements were assigned or their mortgagees as their interests may appear; and

(iii) the remainder of the proceeds shall be distributed to all the Unit Owners or their mortgagees as their interests may appear in proportion to their Common Element interests.

(d) Disposition of Insurance Proceeds Upon Termination of Condominium. In the event that the Condominium is terminated the Executive Board of Directors shall make disposition of insurance proceeds as required by the Pennsylvania Uniform Condominium Act or as otherwise required by law.

6. ARTICLE XIV Amendment is amended as follows.

This Declaration may be amended, subject to the restrictions of the Act, by the vote or agreement of Unit Owners of Units to which at least 75% of the votes in the Association are allocated.

7. Except as may be expressly modified in this Amendment, the Declaration remains in full force and effect.

8. The undersigned officers of the Windmere Condominium Unit Owners Association represent and warrant that this Amendment has been approved by a vote of 75% of the Unit Owners in compliance with the Declaration and that there are no mortgagees of the common interests.

With intent to be legally bound this 9<sup>th</sup> day of February, 2003, the duly authorized officers of the Windmere Condominium Unit Owners' Association have executed this Amendment.

ATTEST:

Barbara Hiller  
Barbara Hiller, Secretary

WINDMERE CONDOMINIUM UNIT  
OWNERS' ASSOCIATION

BY: William B. Babcock  
William B. Babcock, President

WITNESS:

Anthony J. Gerace



ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA

:

SS

COUNTY OF CENTRE

:

On this 10th day of February, 2003, before me, a Notary Public, the undersigned officer, personally appeared ANTHONY J. GERACE, JR., Attorney I.D. #27745, known to me to be a member of the Bar of the highest Court of said State and a subscribing witness to the within Fourth Amended Declaration of Condominium, and certified that he was personally present when William E. Babcock, President, and Barbara Hiller, Secretary, of Windmere Condominium Unit Owners' Association, whose names are subscribed to the within Fourth Amended Declaration of Condominium, executed the same, and that William E. Babcock and Barbara Hiller acknowledged that they executed the same on behalf of Windmere Condominium Unit Owners' Association for the purposes therein contained.

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

Jacquelyn R. Carpenter  
Notary Public

Notarial Seal  
Jacquelyn R. Carpenter, Notary Public  
State College Boro, Centre County  
My Commission Expires Jan. 23, 2007  
Member, Pennsylvania Association of Notaries



CENTRE COUNTY RECORDER OF DEEDS

RECORD BOOK 1476 PAGE 306  
RECORDED ON THE INDICATED  
DATE & TIME IN THE ABOVE BOOK & PAGE  
INST #  
000917 2003 FEB 11 P 2:57