

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
Record Book No. 513 at page. 510
27th 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
90 JAN 22 PM 1 04
HALL OF RECORDS
RECORDS OF DEEDS
CENTRE COUNTY

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;

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 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.

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

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

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

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

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

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

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 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,

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.

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

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

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

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

determination of prorated 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;

(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;

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

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:

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

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

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 ; d 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

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.

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.

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

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.

COMMONWEALTH OF PENNSYLVANIA)
) SS:
 COUNTY OF CENTRE)

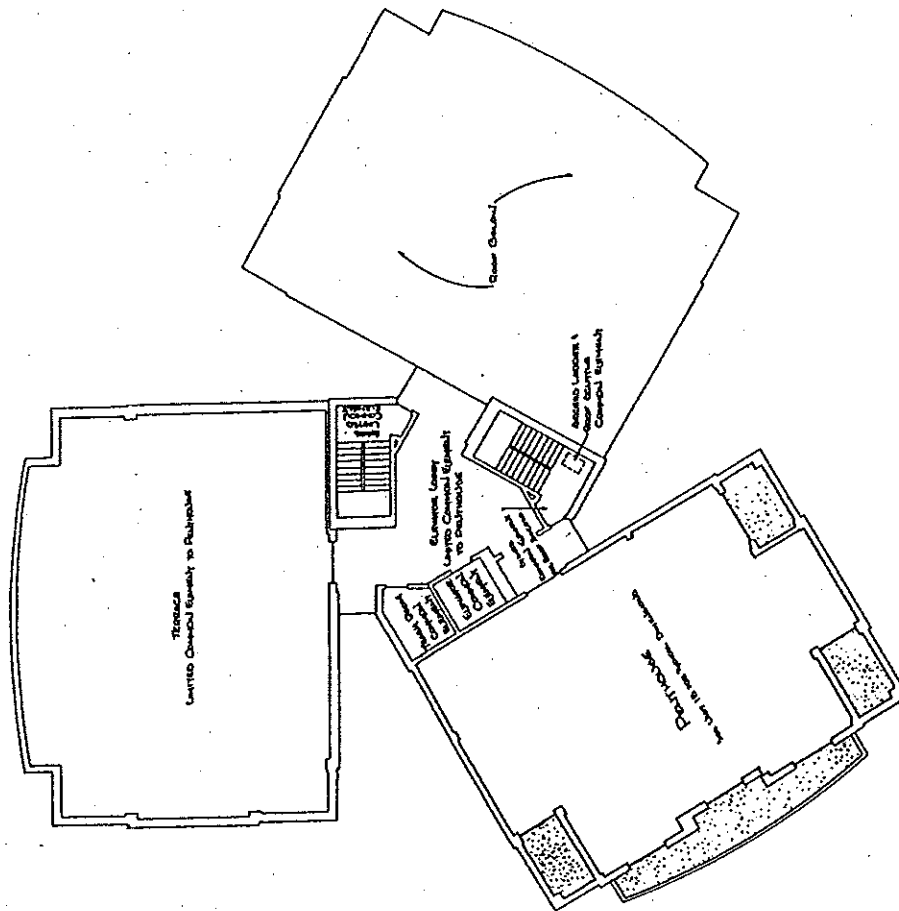
Before me, the undersigned, personally appeared GALEN E. DREIBELBIS, Declarant herein, known to me or satisfactorily proven to be the person whose name is subscribed to the within Declaration and acknowledged that he executed the same for the purposes herein contained.

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

Robert B. Mittinger



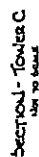
Member, Pennsylvania Association of Notaries



**SWEETLAND ENGINEERING
& ASSOCIATES, INC.**
900 West College Avenue
West College, Pennsylvania 16801
(814) 337-5116

THE RIDGEWAY at WINDMERE
CONDOMINIUM
DECLARATION PLAN
'PENTHOUSE'

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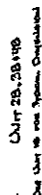


A SWEETLAND ENGINEERING & ASSOCIATES, INC.

400 West College Avenue
State College, Pennsylvania 16801
(814) 232-4119

THE RIDGEWAY at WINDMERE
CONDOMINIUM
DECLARATION PLAN

'2nd, 3rd & 4th FLOORS TYPICAL'

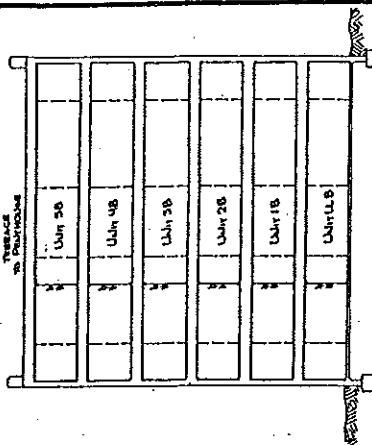
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not topic dependent~~

CLIFF 2A, 2A 1/4
and Cliff 2B, 2B 1/4, 2B 1/2

Engineering Council

2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404	2405	2406	2407	2408	2409	2410	2411	2412	2413	2414	2415	2416	2417	2418	2419	2420	2421	2422	2423	2424	2425</
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Section - Tower B
See Unit 20 for details

**SWEETLAND ENGINEERING
& ASSOCIATES, INC.**



400 West College Avenue
Suite 200, Philadelphia, PA 19101
(610) 377-4518

**THE RIDGEWAY at WINDMERE
CONDOMINIUM
DECLARATION PLAN
'LOWER LOBBY'**

Unit	Owner	Address	City	State	Zip	Phone	Notes
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