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DECLARATION OF CONDOMINIUM
FOR
GREENWICH HILL CONDOMINIUM

Walker Land Development, Inc.

August 23, 2005

Ferguson Township, Centre County, Pennsylvania



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CENTRE COUNTY REGISTERED DEEDS

David H. Davidson

*DECLARATION OF CONDOMINIUM
FOR
GREENWICH HILL, A CONDOMINIUM*

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DECLARATION OF CONDOMINIUM
FOR
GREENWICH HILL, A CONDOMINIUM
A CONDOMINIUM

THIS DECLARATION made on the date hereinafter set forth by Walker Land Development, Inc., a Pennsylvania corporation, (Declarant), as the owner in fee simple of the real estate herein described.

WITNESSETH

WHEREAS, Declarant is the owner of certain property known as Lot 801, Haymarket Subdivision, State College, Ferguson Township, Centre County, Pennsylvania, Centre County Tax Parcel Identifier Number 24-23-1D by deed of Stephen J. White and Paula V.P. White, dated February 25, 2005, and recorded in Centre County Record Book 1794, at Page 239, and as described in the Greenwich Hill Condominium Plan as recorded in Plat Book 74, Page 145-146, in the Recorder's Office, Centre County, Pennsylvania, which is more particularly described in Article II, Section 2, herein and which Declarant desires be of Condominium use and ownership.

Declarant has heretofore established a Condominium Association known as Greenwich Hill Condominium Association unto which shall be conveyed part of the above premises, and which will consist of fifty-two (52) Condominium Units.

NOW, THEREFORE, Declarant hereby declares that it is the express purpose, desire and intention of the Declarant to submit and the Declarant hereby does submit said property, including the improvements thereon, to the provisions of the Pennsylvania Uniform Condominium

Act (68 Pa. C.S. 3101, et seq.), and as may be amended from time to time (hereinafter called the "Act") for the specific purpose of creating and establishing a Condominium, and accordingly said property shall be used, held, sold and conveyed subject to (i) the provisions of the aforesaid Act, (ii) the provisions of this Declaration, (iii) the attachments to this Declaration, (iv) the Bylaws, and (v) such Rules and Regulations as the Condominium Executive Board may duly adopt, each and all of the aforesaid five provisions being for the purposes of effecting this Condominium and of protecting the value and desirability of said property and of each part thereof, which provisions shall run with the real property and be binding on all parties having any right, title or interest in the property or any part thereof, and their heirs, successors, administrators and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

The following terms shall have the meanings herein ascribed to them, unless the context clearly indicates otherwise:

- A. "Association" means the Unit Owners' Association of the Condominium and shall be known as "Greenwich Hill Condominium Association."
- B. "Building" means one of thirteen (13) multiple dwelling structures, each containing four (4) units, as well as improvement comprising a part thereof, as are the subject hereof, and which has been constructed on the property.
- C. "Bylaws" mean 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.
- D. "Clubhouse" shall mean the building so designated on the Plan, which building is included within the Common Elements of the Condominium.

E. "Common Elements" or "Common Areas" means and includes: (a) the land on which the buildings are located, and (b) such areas and facilities as are so designated on the Declaration Plan; but does not include such, or such parts, or features as are of entirely private use within a Unit.

F. "Common Expenses" means and includes: (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 the Bylaws; and (d) expenses duly declared common by the Executive Board pursuant to the provisions of this Declaration or of the Bylaws and expenses for maintenance of all facilities used in common with all unit owners in Greenwich Hill Condominium Association; and as provided under any amendments made to said Act or instruments.

G. "Condominium" means the Condominium described in the initial paragraphs above.

H. "Declarant" means the Declarant described in the initial paragraphs above and all successors to any special Declarant rights pursuant to the provisions of §3304 of the Act.

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

J. "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.

K. "Executive Board" as provided by said Act, means a group of natural individuals of the number stated in the Bylaws, 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.

L. "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 certain 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, i.e., driveway and deck, but in all other respects shall be and remain Common Elements or Common Areas.

M. "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 set forth in Exhibit "B" attached, as the same may be amended from time to time.

N. "Person" means a natural individual, corporation, partnership, association, trustee or legal entity.

O. "Property" means and includes the land described on Exhibit "A", the buildings, 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.

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

Q. "Recorder" means the Recorder of Deeds of Centre County, Pennsylvania.

R. "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.

S. "Rules and Regulations" means such Rules and Regulations as are promulgated by the Executive Board from time to time, with respect to various details of all or portions of the property, either supplementing or elaborating upon the provisions in the Declaration or the Bylaws or both.

T. "Unit" means a one (1) family dwelling residence designed and intended for independent private use, and designated as a Unit by the Declaration Plan, and the same shall include its assigned proportionate undivided interest in the Common Elements, and shall include also all of the rights, privileges, immunities, and obligation attaching thereto as is provided and referred to herein.

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

V. "Unit Owners" means the person or persons owning a Unit by deed as provided in said Act.

ARTICLE II

NAME AND DESCRIPTION

Section 1. Identification of Units. The name by which the Property will be known is Greenwich Hill Condominium. The name under which the business operation and affairs of the Property and Unit Owners shall be managed on behalf of the Unit Owners is Greenwich Hill Condominium Association a non-profit corporation and the owner of each Unit shall automatically be a member thereof.

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 and made a part hereof. Said description includes those portions of the Condominium to be built in Phases by the Declarant as provided herein.

ARTICLE III

UNITS AND COMMON ELEMENTS

Section 1. Identification of Units. The Property consists of Units, Limited Common Elements, and Common Elements shown on the Declaration Plan professionally verified

in accordance with Section 3210 of the Act. Each Unit is identified on the Declaration Plan by the Unit Designation assigned to each Unit. The Declaration Plan is recorded in the Office of the Recorder of Deeds concurrently with the recordation hereof. For any and all purposes, each Unit may be identified and shall be deemed fully and accurately described solely by reference to the number designed on the Declaration Plan.

Section 2. Description of Units. The Condominium consists of thirteen (13) multiple unit buildings, numbered 1-13, each building containing four (4) units. Each Unit is intended for independent residence use and consists of the following portions of a building:

- A. Interior portion enclosed within walls, ceilings, and floors including all interior walls, floors, and ceilings and their coverings;
- B. All doors, windows, grills, and vents together with all their hardware and their appurtenances and accessories;
- C. All appliances, fixtures, electrical switches, and receptacles, internal wiring common to the unit, tubs, faucets, hot and cold water systems, heating system, water closets, tubs, showers, sinks, cabinets, meters, and similar accessories;
- D. All that undivided proportionate interest in the Common Elements assigned to it.

The following portions of the buildings are not included in the above.

- A. All pipes, ducts, wires, cables, passage ways or conduits as may be of service to the more than one unit or to Common Elements;
- B. All items of service, use or benefit to more than one unit;
- C. All areas that may be designated as Common Areas or Limited Common Areas, including but not limited to, walkways, recreation rooms, restrooms, clubhouse and adjacent area, parking spaces, etc.

Section 3. Description of Common Elements. The Common Elements are as defined above and consist of all parts and portions of the Property not included in 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 designed, installed, and provided by Declarant, or by the Executive Board.

Section 4. Interest in Common Elements. Each Unit Owner shall own an undivided interest in the Common Elements. Such ownership runs with title to each Unit and may not be separated therefrom; provided, however, that the proportionate undivided interest in the Common Elements (expressed as a percentage) may be altered by the recording of an amendment to this Declaration, duly executed by all Unit Owners affected thereby. The total of all such undivided interests shall be 100 percent in the aggregate. The individual unit percentages are set forth in Exhibit "B", with each unit receiving one (1) vote in the Greenwich Hill Condominium Association.

Section 5. Special Uses. Certain parts or portions of the Common Elements may be specially assigned in writing by the Executive Board for use by particular Unit Owners, and such written assignments shall be reasonably made with consideration for such assignees as well as for others as may be concerned or affected.

Section 6. Easements:

A. Each Unit Owner shall have an easement in common with all other affected Unit Owners to use all pipes, wires, ducts, cables, conduits, utility lines and other Common Elements serving his Unit 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 same, and each Unit shall be subject to like easements in favor of all other affected Unit Owners.

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 as set forth under the Bylaws, 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 this 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 relation 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 Unit or in Common Elements.

E. The property and all parts thereof is subject to right-of-way, easements, covenants, restrictions or conditions as may be set forth in proper instruments of record, and to right-of-way for utilities now or hereafter established or granted by Declarant or by the Executive Board. The property is subject to perpetual rights-of-way over prescribed common roadways for ingress and egress to Common Elements and to Units as necessary and convenient, but which, unless and until dedicated and accepted as public roads, shall be subject to the regulations and control if the Executive Board for the good of the Unit Owners.

F. Each Unit Owner shall be responsible for his own electrical and natural gas use and payment to the appropriate service provider. Water and sewer services for each unit shall be paid by the Greenwich Hill Condominium Association and assessed to each Unit Owner in monthly condominium fees. It being understood and agreed as a condition of this Declaration of Condominium that failure of any individual owner to pay his or her condominium fees could result in the termination of services to his Unit or all the Condominium Units in the Greenwich Hill Condominium by the entities providing such services including the University Area Joint Authority Sewer System and the State College Borough Water Company. Should payments to these service providers become the individual Unit Owners' responsibility, as a condition of this Declaration, each individual Unit Owner shall make payment promptly when due of all charges to those entities

including the University Area Joint Authority Sewer System and the State College Borough Water Company.

It is understood that the responsibility and jurisdiction of the State College Borough Water Company and the University Joint Authority Sewer System for maintenance ends at the curb stop of the Authorities, which shall be located in the public right-of-way adjacent to the private property line of the Common Elements. The service lines and shut off valves shall be maintained as further specified in this Declaration and the Condominium Plan intended to be recorded in the Office of the Recorder with this Declaration.

It is understood and agreed that all properties are under and subject to easements in favor of the State College Borough Water Company in the Common Elements and on each and every lot for the purpose of access to shut off water valves and for the purpose of reading, repairing, and replacing water meters on such lots.

Section 7. Surface Parking Areas. There are surface automobile parking spaces in front of each garage 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 plat 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 8. Additional Documents. 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 it so elects and to relocate such model offices, management offices and sales offices from time to time anywhere within the

property or its 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. The Declarant shall have the right to use a portion of the Clubhouse for sales offices.

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

Section 9. Additional Easement to Correct Drainage. The Declarant reserves an 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 of the same.

Section 10. Additional Easement of Declarant for Development of Real Estate in Phases. 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 as done in phases. 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 sale, leasing 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 11. 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; and (b) the right of the Association to adopt rules and regulations governing the use of the recreational areas.

Section 12. Recreational Use Assessments. 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 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 and prorated by the number of units occupied and/or units with occupancy permits. The Declarant shall not, however, be required to construct the clubhouse until seventy-five (75%) percent of the units are

occupied. The use of the clubhouse shall be subject to the rules and regulations adopted by the Greenwich Hill Condominium Association or directed by its Executive Board in absence of a meeting.

Section 13. Storm Water Detention Basin. A storm water detention basin constructed on an adjacent lot, Lot No. 511 of the Haymarket Subdivision, is a collector for storm water from the Condominium property. The Association will be responsible for it's pro-rata share of any costs to renovate or repair the same in the event of a catastrophic failure of the same. All other responsibilities for ongoing maintenance of the basin are the responsibility of the owner of the lot containing the basin and not the responsibility of the Association.

ARTICLE IV

USE, PURPOSES, AND RESTRICTIONS

The Property, including the Units and the Common Elements, is intended to be used for the following purposes, and their use is hereby restricted as follows:

Section 1. Unit Restrictions. No Unit may be divided or subdivided into a smaller unit, nor may any portion of any Unit be added to or incorporated into another Unit, nor any portion less than all thereof sold or otherwise transferred without first amending the Declaration to show the changes in the Units, to be affected thereby.

Section 2. Residential Use. Each Unit is hereby restricted to residential use by the Unit Owner thereof, his tenants, his immediate family, guests and invitees. Each of the Units is intended for independent use and shall be used only as a residence and for the purposes incidental to such uses. The Declarant however shall have the right to use any Units owned by it for rental units, models, and for sales and administrative offices.

Section 3. Use With Care. No 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 government 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. No one may permit or suffer anything to be done or kept upon the property which will increase the rate of insurance on the property or the contents thereof.

Section 4. Leasing. A Unit Owner may lease or sublease his unit (but not less than his entire unit) for residential purposes under a lease to not more than 2 unrelated persons for a term of at least six (6) months, provided that the lease is made subject to all provisions as affect the Unit Owner himself to the end that the tenant shall be bound at least as is the Owner with reference to possession, use and occupancy, and in all ways pertaining thereto. All leases must be in writing and provided to the Executive Board ~~within~~ ten (10) days of execution. Prospective tenants must be approved by the Executive Board prior to rental.

Section 5. Nuisances. No noxious or offensive activity shall be carried on in any Unit, nor shall anything be done thereon which may be or may become an annoyance or nuisance to another unit or the neighborhood. The decision as to whether any activity is noxious or offensive shall be decided exclusively by the Executive Board in such manner as it may elect to make such decision.

Section 6. Unit Maintenance. Each owner shall maintain his Unit in good condition, order and repair, at his own expense. No Unit Owner shall display, hang, store, or use anything whatsoever on his stoop or outside his Unit other than as may be permitted in accordance with the 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, radio or television antenna, or structure or addition of any kind whatsoever without the prior written consent of the Executive Board.

Section 7. Storage of Trash and Personal Property. 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 this Declaration, the By-Laws or any 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 prior written consent of the Executive Board.

Section 8. Uses of Structures; Motor Vehicles. No Unit or any part thereof shall be used for any purpose except as set forth in Section 2 herein, nor shall any business of any kind be conducted therein. No motor vehicle other than a private passenger type shall be stored or parked in the parking area on the Property. No Unit Owner shall have any additional motor vehicles on the premises for purposes of service or hobby such as tearing down or putting together motor vehicles other than changing the oil and washing of the same. There shall be no storing of any old or junked or hobby type car on the premises. 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 use of Unit Owners by the Declarant or the Executive Board.

Section 9. Signs. No sign of any kind shall be displayed to the public view on or in any Unit except one temporary sign of not more than three square feet, advertising the Property for sale or rent. No such sign shall be illuminated. Signs used by Declarant for sale and marketing of unsold units are specifically exempted from this requirement until the period of Declarant control ends.

Section 10. Animals. No animals, livestock or poultry of any kind, including exotic pets, shall be raised, bred or kept in any Unit on the Property except that up to two(2) pets, cat or dog, or other domesticated household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and said pets must be housed indoors, and Unit Owners shall conform to all local ordinances and regulations applicable to such animals. All animal feces shall be removed from the Unit or Common Elements by the pet owner, immediately.

Board and/or of any provision of the Declaration and/or the Bylaws hereof shall give the Executive Board or any representative acting in its behalf in addition to any other rights, the rights also:

- (a) To enter the 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;

(b) To enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach; and

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

Section 17. Replacement 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 his 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 of his Unit.

Section 18. Use of Common Elements. The Common Elements or Common Areas may be used by all Unit Owners and/or tenants, their families, guests, and invitees, subject to the Bylaws 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 Bylaws and the Rules of the Executive Board.

Section 19. Access to Public Roads. Under no circumstances shall any Unit Owner's right of ingress or egress to and from any public area, public roads, or over Common Areas and lands be impaired where the same has been designated for such use.

Section 20. Maintenance of Common Elements. The maintenance and repair of Common Elements and the making of additions or improvements thereto shall be carried out by the Condominium Association as provided under this Declaration, the Bylaws, and the provisions of Section 3307 of the Act, and as the same may be duly amended from time to time. Maintenance of the Common Elements shall include specifically, but not limited to, the roads, parking stalls or areas, driveways, sidewalks, and all lights not physically attached to each Unit.

Section 21. Parking. Except for driveways adjacent to each unit which are considered Limited Common Area, all parking spaces located on the Real Estate as shown on the Plats and Plans are reserved for the exclusive and common use of the Unit Owners, and the invitees of the Unit Owners, subject to such reasonable Rules and Regulations as the Executive Board may adopt from time to time.

Section 22. Quiet Enjoyment. The Common Elements shall be used only for the benefit and enjoyment of the Unit Owners and the occupants of all Units. No Unit Owner may carry on any practice or permit any practice to be carried on which unreasonably interferes with the quiet enjoyment by the occupants of any other Unit.

Section 23. 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 regulation 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.

Section 24. 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, except for those necessary for satellite cable services, 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.

Section 25. 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.

Section 26. Personal Property. Beyond a twenty-four (24) hour period, 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.

Section 27. 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, an 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. Installations, 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 benefitted thereby.

ARTICLE V

COMMON EXPENSES

Section 1. Condominium Expenses. The Declarant, for each Unit owned, hereby covenants with, and each subsequent 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 Greenwich Hill Condominium, such assessments and/or charges as may be levied by the Executive Board to cover the reasonable share of Common Expenses incurred in maintaining, improving and managing Greenwich Hill Condominium. Such assessment and/or charges shall run with the land and shall be a continuing lien upon each Unit until paid. Such assessments 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. Declarant shall not be assessed costs for any unit under construction or constructed unless or until an occupancy permit has been issued for such unit. Declarant shall be required to pay a monthly fee of twenty-five (25%) percent of the regular monthly condominium fee for unsold units after an occupancy permit has been obtained.

Section 2. Prior to the sale of the first Unit, maintenance, repair or replacement of a Common Element shall be within the sole control and shall be the sole responsibility of the Declarant.

Section 3. Capital Improvement Fee. At the time of closing on the initial or subsequent sale of each Unit, each Unit Owner agrees to pay an initial capitalization fee which is equal to twice the monthly condominium fee (at the time of formation a total of \$480.00), said amount collected at settlement and paid to the Association to be held as a reserve for capital improvements.

Section 4. Budget and Monthly Assessments. Although there shall be an annual budget for Common Expenses, all Common Expense assessments shall be deemed to be adopted and assessed on a monthly basis (not an annual basis), payable in monthly installments and shall be due and payable in advance, on the first day of each month. Each Unit Owner's responsibility for Common Expenses shall commence as of the date of the closing on the purchase of his Unit.

Section 5. Subordination of Certain Charges. Any fees, charges, late charges, fines and interest which may be levied by the Executive Board pursuant to 3302(a) (10), (11) and (12) of the act, shall be subordinate to the lien of a Permitted Mortgage on a Unit, except as provided in Subsection 3315(b)(1)(ii) of the Act.

Section 6. Limitation on Expenditures. All expenses, charges and costs of the maintenance, repair or replacement of the Common Elements and Limited Common Elements, and any other expenses, charges or costs which the Executive Board may incur or expend pursuant hereto, shall be approved by the Executive Board, and a written memorandum thereof prepared and signed by the Treasurer.

Section 7. Reserve. Each annual budget for Common Expenses shall include an amount reasonably considered by the Executive Board to be sufficient as a reserve for replacements and contingencies.

Section 8. Accounting. On or before the first(1st) day of April of each calendar year commencing in 2006, the Executive Board shall supply to all Unit Owners an itemized accounting of the Common Expenses from the preceding calendar year actually incurred and paid

together with a tabulation of the amounts collected pursuant to the annual budget or assessments by the Executive Board on behalf of the Association, and showing the net excess or deficit of income over expenditures plus reserves.

Section 9. Future Assessments. If any annual budget proves inadequate for any reason, including nonpayment of any Unit Owner's assessments, or any nonrecurring Common Expense or any Common Expense not set forth in the annual budget as adopted, the Executive Board may at any time levy a further assessment, which shall be assessed to the Unit Owners according to each Unit Owner's Percentage Interest in the Common Elements. Such further assessment shall be payable in such monthly installments as the Board may determine. The Executive Board shall serve notice of such further assessment on all Unit Owners by a statement in writing giving the amount and reason therefor, and such further assessment shall become effective and shall be payable at such time or times as determined by the Executive Board.

Section 10. Acceleration. If a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the Executive Board may, in addition to all other remedies in the Act or Declaration contained, accelerate all other monthly payments of charges and assessments due for the calendar year in which such default occurs; provided, however, a foreclosing Permitted Mortgagee shall be entitled to automatic subordination of such sums in excess of the amounts given priority over mortgage liens in the Act.

Section 11. Interest and Charges. All sums assessed by the Executive Board against any Unit Owner as a regular or special assessment shall bear interest thereon at twelve percent (12%) per annum from the fifth (5th) day following default in payment of any installment when due. Any delinquent Owner shall also be obligated to pay (a) all expenses of the Executive Board, including reasonable attorneys' fees incurred in the collection of the delinquent assessment by legal proceedings or otherwise, and (b) any amounts paid by the Executive Board for taxes or on account of superior liens or otherwise to protect its lien, which expenses and amounts, together

with accrued interest, shall be deemed to constitute part of the delinquent assessment and shall be collectible as such.

Section 12. Confession of Judgment. *IN ORDER TO EXPEDITE THE EXECUTIVE BOARD'S COLLECTION OF ANY DELINQUENT ASSESSMENT, EACH UNIT OWNER (BY THE ACCEPTANCE OF THE DEED TO HIS UNIT) TO THE EXTENT LEGALLY PERMISSIBLE SHALL BE DEEMED TO HAVE APPOINTED ANY ONE OR MORE EXECUTIVE BOARD MEMBERS THE ATTORNEY-IN-FACT FOR SUCH UNIT OWNER TO CONFESS JUDGMENT AGAINST SUCH UNIT OWNER IN ANY COURT OF COMPETENT JURISDICTION IN PENNSYLVANIA, FOR ANY SUCH UNPAID ASSESSMENT(S), WHICH APPOINTMENT (BEING FOR SECURITY) SHALL BE IRREVOCABLE. 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.*

Section 13. Other Remedies. If a Unit Owner is in default in the payment of an assessment, the Association shall also have all remedies given to it by the Act and the Bylaws; and if a Unit Owner fails to pay an assessment for forty-five (45) days after it is due, the Association may deny such Unit Owner or any occupant of that Unit Owner's Unit the right to use the Common Elements (including as well the Limited Common Elements) until such time as all assessments are paid. There shall be no reduction in the Assessments payable by any Unit Owner during any period while his right to use a Unit or the Common Elements is suspended.

ARTICLE VI

ENCROACHMENTS

If any portion of a Unit or Common Element encroaches upon another Unit, a valid easement for the encroachment and the maintenance of same, so long as it stands, shall and does

exist. In the event a building is partially or totally destroyed and then rebuilt, encroachments aforesaid may continue as a part of any restoration.

ARTICLE VII

EXECUTIVE BOARD AND VOTING

Section 1. Unit Owners Association. A Unit Owners Association shall be organized contemporaneously herewith. Membership in the Association shall consist exclusively of all the Unit Owners.

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

Section 3. Executive Board Members and Officers. Upon expiration of the period of Declarant control, the Association shall elect an Executive Board of three (3) to seven (7) persons who may act in all instances on behalf of the Association. During the period of Declarant control, the Executive Board shall initially consist of two members until other members are added as required herein. The names of the first members of the Executive Board are Edward D. Walker and P. Duane Walker. Except as provided herein, the aforesaid first members shall serve until their successors have been elected by the Association pursuant to the Bylaws 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, or February, 2012, whichever occurs first.

During the period of Declarant control, not more than sixty (60) days after conveyance of twenty-five (25%) percent of the planned Units to Unit Owners, other than the Declarant, not less than one of the members of the Executive Board shall be elected by Unit Owners other than the Declarant. Not later than sixty (60) days after conveyance of fifty (50%) percent of the planned Units to Unit Owners, other than the Declarant, not less than two of the members of the Executive Board shall be elected by Unit Owners other than the Declarant.

Notwithstanding anything hereinbefore set out, nothing herein shall in any way prevent, delay, hinder or impinge 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 or to file amendments to this Declaration until such time as the development has been turned over to the unit owners association.

Section 4. Voting. Each Unit Owner is automatically a member of the Association. Upon termination of his ownership of a Unit, his membership thereupon automatically terminates and thereupon transfers and inures to the new Unit Owner. Each 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 with the Association Bylaws.

Section 5. Powers of the Executive Board. In addition to the powers set forth in the Act and elsewhere herein, the Executive Board shall have the following additional powers:

(a) To appoint committees of the Executive Board (which need not include any Executive Board Members) and to delegate to such committees the Executive Board's authority to carry out certain duties of the Executive Board, subject to the approval and control of the Executive Board;

(b) To engage the services of a Manager or Managing Agent, who may be any person, firm or corporation, upon such terms and compensation as the Executive Board deems fit, and to remove such Manager or Managing Agent at any time, provided any agreement with such Manager or Managing Agent shall extend for not more than one (1) year;

(c) To engage the services of any persons, including, but not limited to, accountants and attorneys, deemed necessary by the Executive Board at such compensation deemed reasonable by the Executive Board, for the operation, repair,

maintenance and management of the Property, or in connection with any duty, responsibility or right of the Executive Board and to remove any such personnel;

(d) To pay any amount necessary to discharge any mechanic's lien or other encumbrance levied against the Property or any part thereof which may in the opinion of the Executive Board constitute a lien against the property or against the Common Elements, rather than merely against the interest therein of particular Unit Owners (where one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Executive Board by reason of said lien or liens shall be specially assessed to said Unit Owners);

(e) To expend funds for the maintenance and repair of any unit or any other portion of the Property which a Unit Owner is obligated to maintain or repair under the terms hereof, if such maintenance or repair is necessary, in the discretion of the Executive Board, to protect the Common Elements, or any other portion of the Property, and the owner of said Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Executive Board to said Unit Owner; provided that the Executive Board shall levy a special assessment against such Unit for the cost of said maintenance or repair;

(f) In the event of any condemnation, to represent the Unit Owners in any proceedings, negotiations, settlements or agreements with the condemnation authority; and

(g) To borrow money on the credit of the Association and, as security for any such borrowing, to assign the Association's rights to receive future income (including assessments) and/or pursuant to §3302(a)(9) of the Act.

ARTICLE VIII

SEPARATE MORTGAGES, TAXES, UTILITY CHARGES

Section 1. Mortgages. Each Unit Owner shall have the right to mortgage or encumber only his own designate 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 Unit Owner for his Unit and his undivided percentage ownership in the Common Elements.

Section 3. Utilities. Each 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 utility services are supplied to some Units but less than all Units, then the Executive Board may reasonably pro-rate these charges over the Units using such services, and require such Unit Owner to pay his pro-rata share of such charges, which shall become a charge or lien against the Unit, enforceable under Article V, Section 1, above. The decision of the Executive Board to pro-rate and its determination of pro-rata shares and charges shall be final and binding on all.

ARTICLE IX

INSURANCE

Section 1. Coverage. The Executive Board shall obtain and maintain, on behalf of and for the benefit of the Unit Owners, insurance coverage as set forth in Sections 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 and all of the personal property owned in common shall be insured, for the benefit of the Executive Board, the Unit Owners and mortgages of 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. Prior to 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, primarily engaged in preparing estimates of insurable value, acceptable to the insurance carrier or the carriers writing the Executive Board's policies for the purpose of determining the replacement cost of such real estate property and actual cash value of personal property.

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

- i) Fire and other hazards covered by broad form for extended coverage;
- 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;
- 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 Unit Owners;
- 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;
- iii) That the insured shall not be affected or diminished by any act or neglect of any 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 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 canceled 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 allocation of their several interest to specific Units;
- 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 Section 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 Section 11, below);
- x) The named insured shall be the Executive Board;
- xi) All policies shall be written with a company licensed to do business in the Commonwealth of Pennsylvania;
- xii) The insurance policies to the Executive Board on behalf of the Unit Owners and covering the Condominium Property cannot be canceled, invalidated or suspended on account of the conduct of any one of the Unit Owners without at least ten (10) days prior written notice to each Unit Owner and all holders of any mortgages permitted hereunder; and
- xiii) That all policies covering the Condominium Property cannot be canceled, 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.

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,

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Section 4. Directors and Officers Liability Insurance. To the extent available,

Section 5. Workers' Compensation Insurance The Executive Board shall obtain

Section 6. Other Insurance. The Executive Board is authorized to obtain and

Section 7. Insurance by Unit Owners. Unit Owners shall not be prohibited from

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 or their mortgagees.

Section 8. Filing of Individual Policies. Each 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 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 PNC Bank, or its successor, bank 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 or 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 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 Unit Owner, such share being the same as the percentage of undivided interest of such Unit Owner as set forth in the Declaration.

B. Units. Proceeds on account of damage to Units shall be held in the following undivided shares:

- i) When a building is to be restored — for the Owners of damaged units in proportion to the cost of repairing the damage suffered by each Unit Owner, which cost shall be determined by the Executive Board. (Damage suffered by a Unit Owner shall not be deemed to include damage to any items specifically excluded from insurance coverage.)
- ii) When a 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 Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear; provided, however, that no mortgagee shall have 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 Unit Owner shall personally assume the additional expenses of any improvements made which would restore the unit to a condition superior to, or different from, that which existed immediately prior to the damage.

C. 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. 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 percent (80%) of the Unit Owners vote not to rebuild. If the Unit Owners so vote not to rebuild, the insurance proceeds shall be distributed to all the Unit Owners and mortgagees, as their interests may appear, in proportion to their Common Element interests. If the Condominium is terminated, then the proceeds shall be distributed as set forth in the Uniform Condominium Act.

ARTICLE X

MAINTENANCE AND ALTERATIONS

Section 1. Each Unit Owner shall furnish and be responsible for, at his own expense, all of the maintenance and repairs for his own Unit(s). No alterations 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 XI

UNIT SUBJECT TO DECLARATION OF CONDOMINIUM

Section 1. Bylaws, Rules and Regulations. All present and future 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 Bylaws, 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 XII

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:

A. Shall not be liable to the 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;

B. 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;

C. Shall have no personal liability in tort to a 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 the Association, in their capacity as such; and

D. 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 Unit Owners. The Unit Owners shall indemnify and hold harmless any person, heirs, and/or 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 XII 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 Unit Owners. The Unit Owners, any lessees, or sublessees of a unit shall be jointly and severally liable for liabilities arising out of their own conduct arising out of the 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 Unit Owners on Behalf of all Unit Owners. If any action is brought by one or more but less than all Unit Owners on behalf of all Unit Owners and recovery is had, the plaintiff's expenses, including reasonable counsel 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 borne by all the 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 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 no 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 Units alleging liabilities covered by Article XII, Section 3, 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 affecting such Units and shall be defended by such owners.

ARTICLE XIII

AMENDMENT

Section 1. This Declaration may be amended, subject to the restrictions of the Act, by the vote of the Unit Owners and the mortgagees representing seventy-five (75%) percent of the Units, after control of the same has been delivered to the Association by the Declarant; until that time, the Declarant retains and reserves specifically the right to amend this Declaration, the Plan, and By-Laws, including the right to convert or add additional real estate to this Condominium project. No amendment shall be effective until properly recorded.

ARTICLE XIV

REAL ESTATE TAXES

Section 1. 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 XV

OPTION TO BUILD IN PHASES

Section 1. This project shall be built in phases by the Declarant. The Declarant hereby explicitly reserves the right to control the phasing of the development up and until the seventh (7th) anniversary of the recording of this Declaration and any amendments hereto. This reservation shall not in any way permit the Declarant to either add or subtract acreage or units from the Condominium.

Section 2. 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 sale, leasing and management activities, the maintenance of models and offices and the erection and maintenance of directional and promotional signs.

ARTICLE XVI

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 affecting 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 XVII

INTERPRETATION

Section 1. Matters of dispute or disagreement between Unit Owners or matters which require interpretation of this Declaration or the Bylaws or the 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 XVIII

SEVERABILITY

Section 1. If any of the provisions of this Declaration or of the Bylaws or of the Act are held invalid, the validity of the remaining provisions shall not be affected thereby.

ARTICLE XIX

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 XX

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 XXI

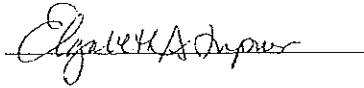
JURISDICTION


Section 1. This Declaration, and its terms and provisions, shall be interpreted and subject to the laws of the Commonwealth of Pennsylvania. Any legal filings under this Declaration, shall be under the jurisdiction of the Court of Common Pleas of Centre County, Pennsylvania.

IN WITNESS WHEREOF, the Declarant has hereunto caused these presents to be executed and its seal to be hereunto affixed at State College, Pennsylvania, this 23rd day of August, 2005.

WITNESS

WALKER LAND DEVELOPMENT, INC.,
Declarant

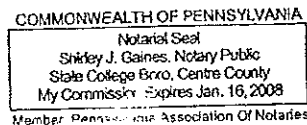


By: 
Edward D. Walker, President

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF CENTRE)

On this, the 23rd day of August, 2005, before me, the undersigned officer, personally appeared EDWARD D. WALKER, who acknowledged himself to be the President of WALKER LAND DEVELOPMENT, INC., the foregoing corporation, and that he being authorized to do so executed the foregoing instrument for the purposes therein contained.

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



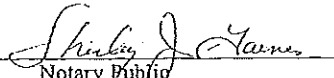

Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION OF THE CONDOMINIUM

ALL that certain tract of land situated in Ferguson Township, Centre County, Pennsylvania, being Lot 801, as shown on a Plan entitled, "Haymarket Lot 801, Haymarket Subdivision, Single-Family Attached Residential Development, Preliminary and Final Land Development Plan, Record Plan," dated June 10, 2002 by PennTerra Engineering, Inc., State College, Pennsylvania, being bounded and described as follows:

BEGINNING at an iron pin, lying in a southerly R/W line of Shellers Bend (50' R/W) and being a westerly corner of lands owned now or formerly by Stephen J. And Paula V.P. White (Haymarket Subdivision, Lot 800, R.B. 422, pg. 267); thence along said lands South 37° 58' 08" East, 255.61 feet to an iron pin; thence continuing along said lands South 52° 08' 54" West, 892.21 feet to an iron pin, being a westerly corner of said lands and lying in an easterly line of lands owned now or formerly by James R. Eby (R.B. 951, pg. 893); thence along said lands and along lands owned now or formerly by Paul P. and Marianne L. Karwacki (R.B. 658, pg. 702), lands owned now or formerly by Ronald L. and Bereatha Jackson (R.B. 1074, pg. 442), lands owned now or formerly by Deborah R. Altomare (R.B. 1045, pg. 786), lands owned now or formerly by Craig A. and Sherri L. Witter (R.B. 682, pg. 617), lands owned now or formerly by Herman D. Knoble and Susan K. Donner (R.B. 1078, pg. 767), lands owned now or formerly by Tedd P. Niemi (R.B. 836, pg. 991) and along lands owned now or formerly by Carolyn D. Kramer and Vivian K. Straub (R.B. 466, pg. 740) North 37° 46' 21" West, 563.68 feet to an iron pin, being a northerly corner of the Kramer and Straub lands and lying in a southerly line of an existing bituminous bikepath; thence along said bikepath the following bearings and distances: along a curve to the right, having a chord bearing of North 60° 02' 57" East, a chord distance of 211.96 feet, a radius of 270.00 feet and an arc length of 217.82 feet to an iron pin; thence along a curve to the left, having a chord bearing of North 51° 08' 51" East, a chord distance of 167.51 feet, a radius of 158.00 feet and an arc length of 176.56 feet to an iron pin, being an easterly corner of said bikepath and lying in a southerly R/W line of Shellers Bend (50' R/W); thence along said R/W the following bearings and distances: along a curve to the left, having a chord bearing of South 85° 56' 04" East, a chord distance of 160.49 feet, a radius of 350.00 feet and an arc length of 161.93 feet to an iron pin; thence North 80° 48' 40" East, 250.00 feet to an iron pin; thence along a curve to the left, having a chord bearing of North 69° 32' 37" East, a chord distance of 183.05 feet, a radius of 468.44 feet and an arc length of 184.24 feet to an iron pin, being the place of beginning, containing 9.000 acres.

BEING the same premises conveyed to Walker Land Development, Inc. by deed of Stephen J. White and Paula V.P. White dated February 25, 2005 and recorded in Centre County Record Book 1794 at Page 239.

BEING known for informational purposes as Centre County Tax Parcel Identifier Number 24-23-1D.

EXHIBIT "B"

PERCENTAGE COMMON INTERESTS AND VOTING UNITS

<u>Unit No.</u>	<u>Interest in Common Area</u>	<u>No. of Votes</u>
800	1/52	1
802	1/52	1
804	1/52	1
806	1/52	1
808	1/52	1
810	1/52	1
812	1/52	1
814	1/52	1
815	1/52	1
817	1/52	1
818	1/52	1
820	1/52	1
821	1/52	1
823	1/52	1
825	1/52	1
827	1/52	1
828	1/52	1
830	1/52	1
832	1/52	1
834	1/52	1
835	1/52	1
837	1/52	1
838	1/52	1
840	1/52	1
842	1/52	1
844	1/52	1
845	1/52	1
847	1/52	1
848	1/52	1
850	1/52	1
852	1/52	1
854	1/52	1
856	1/52	1
858	1/52	1
860	1/52	1
862	1/52	1
864	1/52	1
866	1/52	1
868	1/52	1
870	1/52	1
871	1/52	1

EXHIBIT "B"

PERCENTAGE COMMON INTERESTS AND VOTING UNITS

<u>Unit No.</u>	<u>Interest in Common Area</u>	<u>No. of Votes</u>
873	1/52	1
875	1/52	1
877	1/52	1
878	1/52	1
880	1/52	1
882	1/52	1
884	1/52	1
886	1/52	1
888	1/52	1
889	1/52	1
891	1/52	1