

DECLARATION OF CONDOMINIUMS FOR PENN HILLS TOWN HOMES ASSOCIATION	
CALVIN E. ZIMMERMAN and GEORGE B. NOLL, t/d/b/a ZIMMERMAN and NOLL ENTERPRISES "Developer"	
DATED: <u>December 3, 1979</u>	
LAW OFFICES OF MILLER, KISTLER & CAMPBELL, INC. A PROFESSIONAL CORPORATION BELLEFONTE, PENNSYLVANIA 16823 CINDERS EXCHANGE BUILDING	

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CENTRE  
On this, the 5 day of Dec, 2004, I hereby  
certify that this is a True and Complete Copy of Book  
Office of Centre County, Pennsylvania.  
IN WITNESS WHEREOF, I have hereunto set my hand and  
affixed seal.



*Joseph L. Davidson*  
Joseph L. Davidson  
Centre County  
Recorder of Deeds

Recorded in the office for this recording  
of Deeds, etc. in and for Centre County  
in Book No. 148 at page 103  
5 day of Dec A.D. 19 79

Witness my hand and seal of office

*John W. Miller*  
John W. Miller  
Recorder

BOOK 148 PAGE 104

ENTERED FOR RECORD  
1979 DEC -5 PM 2:52

JOHN W. MILES  
RECORDER OF DEEDS  
CENTRE COUNTY, PA.

DECLARATION OF CONDOMINIUMS

FOR

PENN HILLS TOWN HOMES ASSOCIATION

THIS DECLARATION is MADE on the date hereinafter set forth by CALVIN E. ZIMMERMAN and GEORGE B. NOLL, partners, t/d/b/a ZIMMERMAN and NOLL ENTERPRISES, hereinafter referred to as "Developer".

W I T N E S S E T H:

WHEREAS, Developer is the owner in fee simple of property located in Benner Township, Centre County, Pa. on the Northerly side of Route 26 also known as Benner Pike in College Township, Centre County, Pa., which is more particularly described in Article II, Section 2 herein, and which the Developer desires to be for condominium use and ownership. A map of the same is intended to be recorded in the Office of the Recorder of Deeds of Centre County, Pa.; and

WHEREAS, Developer has erected a number of units and will continue to erect an additional number of units for a total of thirty-two units in four buildings, together with appurtenances and common areas; and

WHEREAS, Developer declares that it is the express purpose, desire and intention of Developer to submit and the Developer does hereby submit said property, including the improvements thereon, to the provisions of the Pennsylvania Unit Property Act (68 P.S. Section 700.101 et seq.), as it may be amended from time to time (hereinafter called "the Act"), for the specific purpose of creating and establishing Penn Hills Town Homes Association and accordingly, said property shall be used, held, sold, and conveyed subject to:

1. Provisions of the aforesaid Act;
2. Provisions of the Declaration;
3. The Declaration Plan;
4. The Code of Regulations; each as it is recorded or to be recorded and subject also to; and

5. Such rules and regulations as the Condominium Council may duly adopt, and each and all of the aforesaid five provisions being for the purposes of effecting this condominium and of protecting the value and desirability of the said property and each part thereof, which provisions shall run with the real property and be binding on all parties having a right, title and interest in the property or any part thereof, their heirs, administrators, successors or assigns, and shall inure to the benefit of each owner thereof.

NOW, THEREFORE, the Developer hereby declares that it is the express purpose and intention of the Developer to submit and declare as follows:

#### ARTICLE I DEFINITIONS

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

SECTION 1. BUILDING: Any of the thirty-two town house resident structures, as well as improvements comprising a part thereof, as are the subject thereof and which have been constructed on the property and used or intended for use for residential purposes or for any lawful purpose which have been constructed on the property, including the concrete pads at the rear of each unit and the additional one-half storage structure for each unit.

SECTION 2. CODE OF REGULATIONS: Means those designated as governing regulations under the Unit Property Act which have been adopted, as amended, and intended for the regulation and management of this property, including such amendments as may be adopted from time to time, which pertain to the subject property of this Declaration, all of the same being deemed to be a part hereof as if attached hereto. - 2 -

SECTION 3. COMMON ELEMENTS: Means and includes:

The lands on which the buildings are located and the portions of the buildings which are not included in a unit.

- a.) Foundations, structural parts, supports, main wall, roofs, basins, stairways and entrances and exits of the buildings.
- b.) The yard, parking areas and driveway.
- c.) Portions of the land and buildings used exclusively for the management, operation or maintenance of the common elements or common areas.
- d.) Insulation and systems as comprise all central services and utilities.
- e.) All apparatus and installations existing for common use.
- f.) All other elements of each building necessary or convenient to its existence, management, operation, maintenance, safety, and normally in common use, and
- g.) Such areas and facilities as are so designated on the Declaration Plan, but does not include such, or such parts or features of the foregoing as are of entirely private use within a unit.

SECTION 4. LIMITED COMMON ELEMENTS OR LIMITED COMMON AREAS: Means all those areas designated in this Declaration or Declaration Plan or by resolution of the Council as are reserved for the use of a certain unit or units to the exclusion of the other unit. Such right of use may be reserved as an interest appurtenant to a particular unit or units, but in all other respects shall be and remain common elements or common areas.

SECTION 5. COMMON EXPENSES: Means and includes:

- a.) Expenses of administration, maintenance, repair and replacement of the common element.
- b.) Expenses agreed upon as common by all unit owners.
- c.) Expenses declared common by provisions of the Unit

Property Act, or by this Declaration or of the Code of Regulations.

d.) Expenses duly declared, by the Council pursuant to the provisions of this Declaration or of the Code of Regulations, and as provided under any amendments made to said Act or instruments.

SECTION 6. COUNCIL: As provided by the said Act, Council means a Board of natural individuals of the number stated in the Code of Regulations who are residents of Pennsylvania who may or may not be unit owners, and shall manage the business operations and affairs of the property on behalf of the unit owners and in compliance with the Act.

SECTION 7. DECLARATION: Means this instrument by which the property is submitted to the provisions of the Unit Property Act and, any amendments thereto.

SECTION 8. DECLARATION PLAN: Means a professionally prepared Plan of the property under Section 700.402 of the Unit Property Act. Said Plan is recorded or to be recorded and a copy thereof is available for inspection at the offices of the Developer, Zimmerman and Noll Enterprises, or at the offices of Robert B. Mitinger, Attorney-at-Law, Criders Exchange Building, Bellefonte, Pa., or 1500 South Atherton Street, State College, Pa.

SECTION 9. PENN HILLS TOWN HOMES ASSOCIATION: Means all the unit owners in the building, found individually and as a group pursuant to this Declaration and to the Code of Regulations.

SECTION 10. MAJORITY OR MAJORITY OF THE UNIT OWNERS: Means the owners of more than fifty (50%) percent in the aggregate of ownership in the common elements, tabulated according to votes so based and assigned in Exhibit B under Article III, Section 4.

SECTION 11. PERSON: Means a natural individual, corporation, partnership, association, trustee or legal entity.

SECTION 12. PROPERTY: Means and includes the land,

the buildings and all improvements thereon, all owned in fee simple, 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 this Act.

SECTION 13. RECORDED: Means that an instrument has been duly entered of record in the Office of the Recorder of Deeds of Centre County, Pennsylvania.

SECTION 14. RECORDER: Means the Recorder of Deeds of Centre County, Pa.

SECTION 15. REVOCATION: An instrument signed by all the unit owners and by all holders of liens against the units by which the property is removed from provisions of the Act.

SECTION 16. UNIT: A residence component as a part of a building 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 leading to a public street or way and shall include also all the right, privileges, immunities and obligations attached thereto as is provided and referred to herein.

SECTION 17. UNIT DESIGNATION: Means the number, letter or combinations thereof designating a unit in the Declaration Plan.

SECTION 18. UNIT OWNER: Means the person or persons owning a unit by deed as provided in said Act in fee simple.

## ARTICLE II

### NAME AND DESCRIPTION

SECTION 1. NAME: The name by which the property will be known is the Penn Hills Town Homes Association. 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 Penn Hills Town Homes Association, a collectivity of unit owners under the Pennsylvania Unit Property Act.

SECTION 2. DESCRIPTION OF PROPERTY: The property herewith submitted to Condominium form of ownership under the Act is described on the Declaration Plan and is also described as set forth on Exhibit "A" attached hereto and made a part hereof.

ARTICLE III  
UNITS AND COMMON ELEMENTS

SECTION 1. IDENTIFICATION OF UNITS: The property consists of units and common elements shown on the Declaration Plan professionally verified in accordance with Section 402 of the Act. Each unit is identified on the Declaration by the unit designation assigned to each unit. The Declaration is or is to be recorded in the Office of the Recorder concurrently with recordation hereof and of the Code of Regulations referred to below. For any and all purposes each unit may be identified and shall be deemed fully and accurately described solely by reference to the letter and number designated on the Declaration Plan.

SECTION 2. DESCRIPTION OF UNITS: Each unit is intended for independent residential use and consists of the following portions of a building:

a. The interior portion enclosed within the walls, ceilings and floors, including all interior walls, ceilings and floors, (i.e. all dry walls, plaster and lath, tile and other wall and ceiling coverings and all floor coverings), and all space underlying the same as is necessary for the use and enjoyment of each unit for residential purposes, but excluding all pipes, ducts, wires, cables and conduits, as may be of service to more than one unit or to common elements contained as any part of such walls, ceilings and floors and;

b. All doors, windows, grills, vents in such walls, porches, ceilings and floors, including but not limited to latches, hinges, locks, frames and other portions of such doors, windows, grills, vents and; the concrete pad to the immediate rear of each Unit, including the one-half storage structure attached to each Unit

Building one-half of which is intended for the personal use of each Unit Owner.

c. Separate airconditioning and heating, and all separate hot and cold water systems, all ranges, dishwashers, disposals, sinks, tubs, showers, water closets, separate sewer lines, cabinets, light fixtures, all separate electrical systems, electrical switches and outlets, floor coverings, and including the proportionate undivided income and elements assigned to it.

SECTION 3. DESCRIPTION OF COMMON ELEMENTS: Common elements are defined above and consist of all parts and portions of the property not included in units, and not including such portions of property rights therein as are otherwise owned and reserved. The common elements specifically include all items of service, use or benefit two or more than one unit and as so designed, installed, and provided by the Declarant or by the Council. Each unit owner may use the common elements in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful right of the other unit owners.

SECTION 4. INTEREST IN COMMON ELEMENTS: Each unit owner shall own an undivided interest in the common elements (expressed as a percentage), allocated to the respective unit owner, owned by such unit owner, as set forth in the schedule attached hereto as Exhibit "B" and incorporated herein by reference. 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 recording of an amendment to this Declaration, duly executed by all unit owners effected thereby. At all times the total of all such undivided interests shall aggregate 100%.

SECTION 5. SPECIAL USES: Certain parts or portions of the common elements may be specially assigned by the Council for use by particular unit owners, and such assignment shall be reasonably made with consideration for such assignees as well as for others that may be concerned or effected.



SECTION 6. EASEMENTS: Each unit owner shall have an easement in common with all other effected 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 easements 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 effected unit owners.

(a) Each unit shall have an easement to the extent necessary for structural support over and under every other effected unit and over and under each to the extent necessary, shall be subject to such easement for structural support.

(b) 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 or until dedicated and accepted as public roads, shall be subject to the regulations and control of the Council for the good of the unit owners.

ARTICLE IV  
USE, PURPOSES AND RESTRICTIONS

SECTION 1. The property, including the buildings, the units and the common elements are intended to be used for the following purposes, and their use is hereby restricted as follows:

(a) Unit Restrictions - No unit may be divided or subdivided into a smaller unit, nor may any portion of a 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 effected thereby.

SECTION 2. RESIDENTIAL USE: Each unit is hereby restricted to residential use by the unit owner thereof, his tenants, (no more than three unrelated persons), his immediate family, guests and invitees (no more than three unrelated persons). Each of the units is intended for intended use and shall be used only as a residence and for purposes incidental to such uses. Developer, however, shall have the right to use any units owned by him for models and for sales and/or administrative offices.

SECTION 3. USE WITH CARE: No unit owner shall do or permit any act which would threaten, jeopardize the safe 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 effected thereby.

SECTION 4. SALE, GIFT OR DEVISE OF PRIVATE UNIT BY UNIT OWNER: The rights of any unit owner to sell, transfer, convey, encumber or otherwise dispose of his private dwelling (and all interest in the common elements which are appurtenant thereto), are as follows:

(a) Each private dwelling owner is free to sell his private unit to the Association. Whenever the owner of a private unit has received a bonafide offer to purchase his private unit and is desirous of accepting such offer, the owner of the private unit shall notify the Association in writing, by Registered or Certified Mail, of his desire to accept such offer to purchase and shall offer to the Association on the same terms and conditions. If the Association is desirous of exercising its option to purchase said private unit on the same terms and conditions contained in the said bonafide offer, then the Association shall notify the owner of the said private unit within seven (7) days of its election to purchase, said notice to be in writing and mailed to the private

unit owner by Registered or Certified Mail.

(b) If the Association elects not to exercise its right of first refusal to purchase, then the owner of the private dwelling may proceed to sell his private unit to the person making the bonafide offer, provided the terms and conditions of the sale remain the same. The owner of the private unit shall provide the Association with names, addresses, business and employment of the proposed purchaser as well as other reasonable information that the Association may require. The Association may not require any information which violates Human Relations Act. The deed for the sale of any private unit shall contain a covenant that the purchaser agrees to be bound by all present and future covenants and rules of the Association.

SECTION 5. 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 its Code of Regulations and such rules and regulations as may be established by the Council. 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 Code of Regulations and the rules of the Council.

SECTION 6. ACCESS TO PUBLIC ROADS: Under no circumstances shall any unit owners' right of ingress or egress to and from Gerald Street over common areas and lands be impaired where the same has been designated for such use.

There is no right of access to Route 26, known as the Benner Pike.

SECTION 7. MAINTENANCE AND REPAIR OF COMMON

ELEMENTS: The maintenance and repair of common elements and the making of additions and improvements thereto shall be carried out only as provided under the Code of Regulations, established and adopted pursuant to the provisions of Section 302 of the Act and recorded or to be recorded, as aforesaid, and as the same may be duly amended from time to time.

ARTICLE V  
COMMON EXPENSES

SECTION 1. CONDOMINIUM EXPENSES: The Developer, for each unit owned, hereby covenants and each subsequent unit owner, 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 the Council or its designatee, as representative of the Penn Hills Town Homes Association, such assessments and/or charges as may be leveled by the Council to cover the reasonable share of common expenses incurred in maintaining, improving and managing Penn Hills Town Homes Association. 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 as provided by the Act. The lien of the assessments and/or charges provided for herein shall be subordinate to the lien of any first mortgage.

SECTION 2. SPECIAL EXPENSES: There shall be no special expenses collected by the Council until after September, of 1980.

ARTICLE VI  
ENCROACHMENT

SECTION 1. If any portion of a unit or common element encroaches upon another unit, a valid easement for the encroachment and 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 part of any restoration.

ARTICLE VII  
EASEMENTS

SECTION 1. UNIT OWNERS AND COUNCIL:

(a) Each unit owner as needed, shall have an easement in common with all other effected unit owners to have, use and repair, or to have repaired or replaced, as necessary, for all pipes, wires, ducts, cables, conduits, chimneys, public utility lines and other elements in any way located in any unit or forming any part of the common element. In addition, each unit shall be subject to and shall have, such easements of support and shelter from, under, against and over such other units, as may be necessary for the soundness and quiet enjoyment of each unit, and as may be necessary for the soundness and needs of structural common elements.

(b) Council shall have the right to reasonable access to each unit to inspect the same, and to provide for removal of violations thereof from and generally to the extent set forth in the Code of Regulations, and to provide service, maintenance, repair or replacmeent of common elements as necessary; and to service, maintain, repair, and replace such other equipment or elements as may be the responsibility of the Council.

(c) All repair work contemplated by this article shall be performed solely by the Council, 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 Council, each unit owner and each mortgagee, lessee, occupant, or other person having any interest in any unit or in common elements.

(e) Assessments. As special assessment under Article V.

ARTICLE VIII  
COUNCIL AND VOTING

SECTION 1. FIRST COUNCIL MEMBERS: The names of the first members of Council are: Calvin E. Zimmerman, President, Robert Means, Treasurer and Kathy Runkle, Secretary. They shall serve until their successors have been elected at the first annual meeting of the unit owners, held pursuant to the Code of Regulations, and after deeds have been recorded, placing title to at least 75% of the units in the names of owners other than the Developer. Should any of the above named die, resign or otherwise become unwilling or unable to serve as members of the Council, the remaining members shall elect a successor or successors to serve for the balance of the term.

ARTICLE IX  
SEPARATE MORTGAGES TAXES  
AND UTILITY CHARGES

SECTION 1. MORTGAGES: Each unit owner shall have the right to mortgage and encumber only his own designated unit together with only his proportionate, undivided share in the common elements, and he shall have no right, power or authority to in any way encumber or effect 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 in his undivided percentage of ownership in the common elements, as provided in the Act.

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~~ may be treated as part of the common expenses or in the event the said utility services are supplied to some units but less than all units, then Council may reasonably prorate these charges over the unit using such services, and require each unit owner to pay his prorate share of such charges, which shall become a charge or line against the unit, enforceable under Article V, Section 2 above. The decision of the Council to prorate, and its determination of prorata shares and charges shall be final and binding on all.

#### ARTICLE X INSURANCE

SECTION 1. HAZARD INSURANCE: The Council shall procure physical damage insurance on all of the real and personal property owned by the Association in the common elements, and on all units, including improvements and betterments, as a common expense for the Association as a named insured.

(a) Full replacement cost of the buildings in an amount equal to the full replacement cost, extended coverage and broad form and/or special form and such other exposures as may be deemed appropriate by Council.

(b) Losses shall be adjusted with and payable to Council of the Association and to the unit owners as their respective interests may appear.

(c) Values are to be reviewed annually with inflation of values taken into consideration.

(d) Subrogation waiver to the extent of insured perils against other unit owners, the Association and Officers, Developers and Manager.

(e) The insurance shall not be effected or diminished as a result of other insurance carried by a unit owner.

SECTION 2. LIABILITY INSURANCE: Council to the extent available shall obtain and maintain comprehensive general liability insurance in such limits as the Council may from time to time

determine, insuring the Association, the Council, the Manager, at the discretion of the Board of Directors, and each unit owner for claims arising out of or in connection with the ownership, operation or maintenance of any of the properties, including unit owner liability coverage for claims arising in connection with that portion of the property used and occupied exclusively by a particular unit owner. Such comprehensive general liability insurance shall also cover cross-liability claims of one insured against the other. The Council shall review such limits once a year.

SECTION 3. ALLOCATION OF COST OF INSURANCE: The cost of the aforesaid hazard and liability insurance premium shall be deemed a condominium expense, except that the charges made to unit owners containing three bedrooms shall be greater than the charges made to the owners of units containing two bedrooms, the ratio of such charges to be the same as the ratio of the floor area of two types of units indicated herein or on some other reasonable basis reflecting the difference in cost of such premiums because of the difference in size of such units, if any.

SECTION 4. UNIT OWNERS' INSURANCE: Each individual unit owner shall be responsible;

(a) For his personal property coverage in his unit and anywhere on the property, his automobiles, and additions and improvements to his unit which may be considered permanent improvements to the real estate.

(b) For any personal liability coverage desired beyond that provided by the Association as set forth hereinabove.

(c) For insurance coverage for additional living expenses, if not covered by the Association policy.

SECTION 5. MISCELLANEOUS INSURANCE PROVISION: All insurance shall be obtained in accordance with the following provisions:



(a) In no event shall the insurance coverage obtained and maintained by the Council be brought into contribution with insurance purchased by individual unit owners or their Permitted Mortgagees.

(b) Each unit owner may obtain additional insurance at his own expense, PROVIDED, HOWEVER, that:

1. Such policy shall contain waivers of subrogation and;

2. No unit owners shall be entitled to exercise their right to maintain insurance coverage in such a way as to decrease the amount which the Council, on behalf of a unit owner, may realize under any insurance policy which the Council may have in force on the property at any time.

(c) Any unit owner who obtains individual insurance policies covering any portion of the property other than personal property belonging to such owner shall be required to file a copy of such individual policy or policies with the Council within thirty days after purchase of such insurance.

(d) The Council shall be required to make every reasonable effort to secure insurance policies covering the property that will provide for the following:

1. A waiver of subrogation by the insurer as to any claims against the Council, the managing agent, the unit owners and their respective servants, agents, guests, tenants and other occupants; and

2. That the insurance policies issued to the Council on behalf of the unit owners and covering the property, cannot be cancelled, invalidated or suspended on account of the conduct of any one or more unit owners and in no event can cancellation, invalidation or suspension for any reason be effected without at least thirty days prior written notice to each unit owner and all holders of Permitted Mortgages on units

whose names and addresses are on file with the Secretary of the Council; and

3. That all policies covering the property cannot be cancelled, invalidated or suspended on account of the conduct of any officer or employee of the Council or managing agent without a prior demand in writing that the Council or managing agent cure the defect without providing a reasonable period of time thereafter in which to cure the same; and

4. That any "no other insurance" clause in the Council insurance policies exclude the individual unit owners' policies from consideration.

#### ARTICLE XI MAINTENANCE AND ALTERATIONS

SECTION 1. Each unit owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs and replacements within his own units. 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 Council.

#### ARTICLE XII REPAIR AND RECONSTRUCTION

SECTION 1. Damage to or destruction of any of the buildings which comprise the four units of the property shall be promptly repaired and restored by the Council using the proceeds of insurance held by the Council, if any, for that purpose, and the unit owners directly affected thereby shall be liable for assessment for any deficiency in proportion to their respective, undivided ownership of the common elements; PROVIDED, HOWEVER, that if there is a substantially total destruction of a building or of several buildings, but not all the buildings on the property and if 75% of the unit owners directly effected duly resolve against repair or restoration, then, in that event, the salvage of such substnatially destroyed building or buildings shall be

subject to partition at the suit or any unit owner directly effected, in which event the net proceeds of such sale of salvage, together with the net proceeds of insurance policies held by the Council as one fund, shall be divided among all unit owners directly effected in proportion to their respective undivided interests in the common elements, after deducting from the respective entitlements of unit owners directly effected enough to pay and discharge all liens in favor of Council against any such units and unit owners. The funds subject to partition aforesaid shall be confined to the net proceeds of sale of the building or buildings so damaged or destroyed, together with the net proceeds of the insurance policies thereon, and shall not include any value for any other portion of the property or common elements which other property and common elements shall be conclusively deemed with such distribution to have been quit claimed and delivered to the Council, and if requested by it, the unit owner agrees to so convey the same by deed.

ARTICLE XIII  
UNIT SUBJECT TO DECLARATION

SECTION 1. CODE OF REGULATIONS, 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 Code of Regulations, and with the duly promulgated rules and regulations adopted by the Council 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 XIV  
LIABILITY AND INDEMNIFICATION

SECTION 1. LIABILITY OF MEMBERS OF THE COUNCIL AND

OFFICERS: The members of the Council and the officers and any assistant officers:

1. 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;

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 Council or unit owners in their capacity as such;

3. 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 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 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 Council

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 Council 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 Council or otherwise. The indemnification by the unit owners set forth in this Section 2 of Article XIV shall be paid by the Council 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. LANGUAGE CONCERNING LIABILITY AGREEMENTS:

Every agreement, deed, lease or other instrument entered into by the Council on behalf of the unit owners shall provide that the Council and the officers or assistant officers executing the same are acting only as agents for the unit owners and shall have no personal liability thereunder (except to the extent, if any, that they may also be unit owners at the time any such liability is assessed), that any claim by the other party or parties thereto with respect thereto or to the subject matter thereof, shall be asserted against the Council, which shall act on behalf of the unit owners with respect thereto, and that any liability thereunder or with respect to the subject matter thereof, shall be born by those who are unit owners at the time such liability may be assessed by the Council as a common expense, for which assessment each unit owner shall be liable only

severally to the extent of his percentage interest.

SECTION 5. 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 Council, the officers, assistant officers, employees or agents in their capabilities as such, with the result that the ultimate liability asserted would, if proved, be born by all the 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 6. NOTICE OF SUIT AND OPPORTUNITY TO DEFEND: Complaints brought against all unit owners or the Council, 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 Council, which shall promptly give written notice thereof to the unit owners and the holders of any Permitted Mortgages and shall be defended by the Council, and the unit owners and such holders shall have no right to participate other than through the Council in such defense. Complaints against one or more but less than all unit owners or units alleging liabilities covered by Section 3 of this Article XIV shall be directed to such unit owners, who shall promptly give written notice thereof to the Council and to the holders of any Permitted Mortgages effecting such units and shall be defended by such unit owners.

ARTICLE XV  
AMENDMENT

SECTION 1. This Declaration may be amended, subject to the restrictions of the Act, by the vote of the unit owners and

and the mortgagees of 75% of the common interests. No amendment shall be effective until properly recorded.

ARTICLE XVI  
REMOVAL

SECTION 1. The property may be removed from the provisions of the Act by a written ratification, duly recorded, and executed by all the unit owners, holders of all mortgages, judgments or other liens effecting the units. Once the property has been removed, 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 Code of Regulations or the Rules and Regulations of the Council, shall be determined by the Council, 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 Code of Regulations or of the Act are held invalid, the validity of the remaining provisions shall not be effected 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

SECTION 1. CONFLICTS: 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.

IN WITNESS WHEREOF, the Declarants have hereunto caused these presents to be executed and their seal to be hereunto affixed at State College, Pa., this 5<sup>th</sup> day of December 1979.

Calvin E. Zimmerman  
CALVIN E. ZIMMERMAN

George B. Noll  
GEORGE B. NOLL, t/d/b/a

ZIMMERMAN AND NOLL ENTERPRISES,  
Developer

COMMONWEALTH OF PENNSYLVANIA)  
COUNTY OF CENTRE ) ss:

Before me the undersigned, personally appeared Calvin E. Zimmerman and George B. Noll, t/d/b/a Zimmerman and Noll Enterprises, known to me or satisfactorily proven to be the persons whose names are subscribed to the within Declaration and acknowledged that they executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and subscribed my seal the 5<sup>th</sup> day of December, 1979.

Daryl F. Rightnour  
Notary

DARYL F. RIGHTNOUR, NOTARY PUBLIC  
BELLEFONTE BOROUGH, CENTRE COUNTY  
MY COMMISSION EXPIRES OCT. 4, 1981  
Member, Pennsylvania Association of Notaries



EXHIBIT "A"

ALL that certain tract of land situated in College Township, Centre County, Pa., being Lot No. 5A in the Penn Hills Plan Residential Development, said Plan being prepared by Universal Technical, Inc., State College, Pa., bounded and described as follows:

BEGINNING at an iron pin on the right-of-way of Gerald Street, said iron pin being the northwest corner of lands of Centre Land Company, Inc.; thence continuing along the right-of-way of Gerald Street north 50° 07' 30" west for 202.0 feet to a point; thence continuing along the right-of-way of Gerald Street, north 44° 53' 30" west for 173.0 feet to an iron pin on the right-of-way of Gerald Street; thence continuing along other lands of Calvin E. Zimmerman, north 47° 21' 30" east for 568.0 feet to an iron pin in a tree line; thence continuing along lands now or formerly of William H. Dreibelbis, south 42° 39' 25" east for 373.15 feet to an iron pin, thence continuing along lands now or formerly of Centre Land Company, Inc., south 47° 21' 30" west for 535.0 feet to the place of beginning.

CONTAINING 4.76 acres.

BEING a portion of the same premises which were conveyed to Calvin E. Zimmerman and Pamela T. Zimmerman, his wife by deed of Mid-State Investments, Inc. dated November 4, 1976 and recorded in Centre County Deed Book 365, page 57.

Thereafter, Calvin E. Zimmerman, Pamela T. Zimmerman, his wife, conveyed the premises to Calvin E. Zimmerman and George V. Noll, t/d/b/a Zimmerman and Noll, by deed dated July 21, 1978, recorded in the Office of the Recorder of Deeds in Deed Book 379, page 605.

EXCEPTING THEREFROM ALL that certain messuage, tenements and tracts of land designated on the Declaration Plan as Building Units 1, 2, 3 and 4 with the appropriate structures located thereon.

EXHIBIT "B"

PENN HILLS TOWN HOMES  
ASSOCIATION

A Condominium

College Township

Centre County, Pa.

BUILDING 1

<u>Unit Number</u>	<u>Type of Unit</u>	<u>1% of Ownership in Common Elements</u>	<u>Votes</u>
248	3 Bd. Rm.	1/32	1
250	2 Bd. Rm.	1/32	1
252	2 Bd. Rm.	1/32	1
254	2 Bd. Rm.	1/32	1
256	2 Bd. Rm.	1/32	1
258	2 Bd. Rm.	1/32	1
260	2 Bd. Rm.	1/32	1
262	3 Bd. Rm.	1/32	1

BUILDING 2

232	3 Bd. Rm.	1/32	1
234	2 Bd. Rm.	1/32	1
236	2 Bd. Rm.	1/32	1
238	2 Bd. Rm.	1/32	1
240	2 Bd. Rm.	1/32	1
242	2 Bd. Rm.	1/32	1
244	2 Bd. Rm.	1/32	1
246	3 Bd. Rm.	1/32	1

BUILDING 3

<u>Unit Number</u>	<u>Type of Unit</u>	<u>% of Ownership in Common Elements</u>	<u>Votes</u>
216	3 Bd. Rm.	1/32	1
218	2 Bd. Rm.	1/32	1
220	2 Bd. Rm.	1/32	1
222	2 Bd. Rm.	1/32	1
224	2 Bd. Rm.	1/32	1
226	2 Bd. Rm.	1/32	1
228	2 Bd. Rm.	1/32	1
230	3 Bd. Rm.	1/32	1

BUILDING 4

200	3 Bd. Rm.	1/32	1
202	2 Bd. Rm.	1/32	1
204	2 Bd. Rm.	1/32	1
206	2 Bd. Rm.	1/32	1
208	2 Bd. Rm.	1/32	1
210	2 Bd. Rm.	1/32	1
212	2 Bd. Rm.	1/32	1
214	3 Bd. Rm.	1/32	1

Recorded in the office for the recording

of Deeds, etc. in and for Centre County

in Book No. 148 at page 130

5 day of June A.D. 19 79

BOOK 148 PAGE 130

CODE OF REGULATIONS

FOR

ENTERED FOR RECORD

1979 DEC -5 PM 2:52

JOHAN W. MILES  
RECORDER OF DEEDS  
CENTRE COUNTY, PA.

Witness my hand and seal of office

PENN HILLS TOWN HOMES ASSOCIATION

ARTICLE I

Name and Location

The name of this condominium development is:  
PENN HILLS TOWN HOMES ASSOCIATION, (hereinafter called  
"the ASSOCIATION". Its principal office and place of  
business is located at Benner Pike, Bellefonte, Pa.

ARTICLE II

Definition

Unless the context clearly indicates otherwise,  
the words and phrases used in this Code of Regulations have  
the same meaning as the identical words and phrases have in  
the Declaration of Condominiums, duly recorded with respect  
to the Property known as PENN HILLS TOWN HOMES ASSOCIATION.

ARTICLE III

Purpose

The purpose of this Association is to act on behalf  
of all unit owners as its members, through their counsel,  
as their governing body with respect to the administration,  
maintenance, repair and replacement of certain Property  
which has been submitted to the Unit Property Act of Pennsylvania,  
(68 P.S. 700 .101, et seq.) hereinafter called "the ACT".  
The Association is to so operate on a nonprofit basis.

ARTICLE IV

Identification of the Property

The Property which is subject to the provisions  
hereof has been submitted to the provisions of the Act by  
the recording of a Declaration of Condominiums, and by the  
recording also of a Declaration Plan, in the Office of  
the Recorder of Deeds of Centre County, Pa. The Property

COMMONWEALTH OF PENNSYLVANIA)  
COUNTY OF CENTRE)

On this, the 5 day of June, 2004 I hereby

148 Page 130 certify that this is a True and Complete Copy of Book  
as RECORDED in the Recorder of Deeds

Office of Centre County, Pennsylvania.

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



Joseph L. Davidson  
Joseph L. Davidson

is described on the Declaration Plan, as PENN HILLS TOWN HOMES ASSOCIATION, a condominium, and is also legally described as set forth on Exhibit "A" attached hereto and made a part hereof.

ARTICLE V  
Membership

Section 1. The members shall consist of all the Unit Owners of the property in accordance with the respective percentages of the ownership of the said Unit Owners in the Common Elements of the Property. Such respective percentages of ownership shall be determined in accordance with the provisions of the Declaration.

Section 2. Such membership shall be personal to each Unit Owner. It shall terminate upon a sale, transfer, or other disposition of his or her ownership interest in the Property, accomplished in accordance with the provisions of the Declaration, and thereupon, the membership shall automatically transfer to and be vested in the new owner succeeding to such ownership interest. There shall be no other arrangement for acquiring, having or transferring of membership.

ARTICLE VI  
Meetings

Section 1. Meetings of the membership shall be at the Property or at such other place in Centre County, Pennsylvania, as may be determined by provisions herein and as specified in the Notice of Meeting.

Section 2. No later than ninety (90) days following the recording of deeds of conveyances aggregating interests of 75% or more in the Common Elements or December 1, 1980, whichever shall first occur, the Developer shall notify all Unit Owners and call the first meeting of the Unit Owners. The first annual meeting of the Unit Owners shall be held on the first day of September, each year or in the event that day is a legal holiday, on the following day. Thereafter, the annual meeting of the

members shall be held on the first day of December, or in the event that day is a legal holiday, on the following day. At such annual meetings, there shall be elected by a ballot of the members, those members of Council then due to be elected in accordance with the provisions of Article VII of the Code of Regulations. The members shall also transact such other business as may concern the Association and/or the Property.

Section 3. It shall be the duty of the President to call a Special Meeting of the members as directed by resolution of the Council or upon a petition signed by the owners of fifty (50%) percent of the ownership interest in the Common Elements. The notice of any Special Meeting shall state the time, place and purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless with the consent of a majority of the members present, either in person or by proxy.

Section 4. It shall be the duty of the Secretary, or upon his failure to neglect, then any officer or member to mail by United States Certified Mail, postage prepaid, a notice of each annual or special meeting, stating the purpose, the time and place thereof to each member of record, and addressed to him at his Unit if occupied, and if not, then addressed to him at such place as is known to be a currently good address for him.

Section 5. The presence, either in person or by proxy, of the owners of a majority of the ownership interest in the Common Elements shall be required for and shall constitute a quorum for the transaction of business at all meetings of members.

Section 6. If at any meeting of members a quorum shall not be in attendance, those members who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time at which the original meeting was called.

Section 7. If any Unit Owner consists of more than one (1) person, the voting right of each Unit Owner shall not be divided but shall be exercised only as the unit. In the event the Unit Owners cannot agree on their vote, the vote shall be lost and shall not be counted either for or against any motion on the floor. Developer as described in the Declaration, may exercise the voting rights with respect to all units titled in the Developer.

Each question presented at a meeting shall be determined by a majority vote of those present, unless by express provision of the ACT of this Code of Regulations or of the Declaration, a different vote is required.

Section 8. The vote of any corporate, partnership or trust member may be cast on its behalf by any officer, partner, or trustee of such member and any such member may appoint its officer, partner, trustee or beneficiary, or any other member as its proxy. An individual member may appoint only his or her spouse or another member as a proxy. Each proxy must be filed in writing with the Secretary prior to the commencement of a meeting or at the time that proxies are called for.

#### ARTICLE VII

##### Council

Section 1. The business, operation and affairs of the Property and of the collectivity of Unit Owners shall be managed on behalf of the Unit Owners by a board of five (5) natural individuals, who are each residents of Pennsylvania and who may but need not be Unit Owners, in compliance with and subject to

the ACT, the Declaration and the Code. Such board is herein and in the Declaration called the "COUNCIL".

Section 2. Powers and Duties. Subject to the limitations and restriction contained in the ACT, the Declaration and this Code, the Council shall on behalf of the Unit Owners have all powers and duties necessary to administer and manage the business, operation and affairs of the Property, and of the collectivity of Unit Owners. Such powers and duties of the Council include, by way of illustration, but are not limited to, the following:

a. The operation, maintenance, repair, improvement and replacement of the Common Elements and Limited Common Elements; except that the determination of the color of paint used on the outside of the Units shall be submitted to the members of all Units and shall be determined by the majority vote of such members;

b. The power to estimate and adopt an annual operating budget and to make assessments against the Units and to provide for the collection of same from the Unit Owners according to their respective obligations;

c. The promulgation, distribution and enforcement of the Rules, subject to the right of a Majority of the Unit Owners to change any such rules;

d. The power to engage and dismiss employees and to appoint and dismiss agents necessary for the management of PENN HILLS TOWN HOMES ASSOCIATION.

e. The power to enter into and perform under contracts and any amendments thereto or replacements thereof, deeds, leases and other written instruments or documents on behalf of the collectivity of Unit Owners and to authorize the execution and delivery thereof by its officers or assistant officers.



f. The opening of bank accounts on behalf of the collectivity of unit owners and designated the signatures therefor;

g. The power to purchase, hold, sell, convey, mortgage or lease any one or more units on behalf of the collectivity of Unit Owners or its designee;

h. The obtaining of insurance pursuant to Article 10 of the Declaration;

i. To bring, prosecute, defend and settle litigation for and against itself, the collectivity of Unit Owners and the Property, and to pay any adverse judgment entered therein, provided that it shall make no settlement which results in a liability against the Council, the collectivity of Unit Owners or the Property in excess of Five Hundred (\$500.00) dollars without the prior approval of the majority of Unit Owners;

j. To repair or restore the Property following damage or destruction, or a permanent taking by the power or a power in the nature of eminent domain by an action or deed in lieu of condemnation, not resulting in a termination of the Condominium;

k. To own, purchase, or lease, hold and sell or otherwise dispose of, on behalf of the Unit Owners, items of personal property necessary to or convenient in the management of the business and affairs of the collectivity of Unit Owners and the Council and in the operation and management of the Property, including without limitation, furniture, furnishings, fixtures, maintenance equipment, appliances and office supplies;

l. To keep adequate books and records as required by Section 2, Article IX of the Code of Regulations;

m. The Council may employ a managing agent at a compensation from time to time established by the Council, to perform such duties and services as the Council shall authorize and direct.

Section 3. First Members of the Council. The Unit Owner shall elect five (5) persons to serve on Council, two (2) persons for a term to expire on the second Tuesday of December, 1981, and two persons for a term to expire on the second Tuesday of December, 1982, and one person for a term to expire on the second Tuesday of December, 1982.

Section 4. Subsequent Election and Term of Office. Subject to the provisions of the preceding Section, at the first annual meeting of Unit Owners and at each annual meeting thereafter, three (3) members of the Council shall be elected to serve until the next succeeding annual meeting and until their respective successors are elected.

Section 5. Removal of Members of the Council. At any regular or special meeting of Unit Owners, any one or more of the members of the Council (other than members designated by Developer under Sections 3 and 4 of this Article VII, who may be removed and replaced by Developer at any time and from time to time), may be removed with or without cause by a majority of Unit Owners and successors may then or thereafter be elected by a majority of Unit Owners to fill any vacancies thus created. Any member of the Council whose removal has been proposed by the Unit Owners shall be given an opportunity to be heard at the meeting.

Section 6. Vacancies. Vacancies in the Council (other than vacancies in the term of the member to be designated by Developer under Section 4 of this Article VII, which shall be filled by Developer), caused by any reason other than the removal of a member thereof by a vote of the Unit Owners, including without limitation by virtue of the expiration of Developer's right to designate a member of the Council under Section 4 of this Article VII shall be filled by a vote of a majority of the remaining members of the Council, even though less than a quorum, promptly after the occurrence thereof, and each person so elected shall be a member of the Council for the remainder of the term so filled.

Section 7. Organization Meeting of the Council. At

such organizational meeting, the Council shall elect the following officers, whose duties shall be as follows:

a. A President, who shall be the chief executive officer of the Association and shall have general charge and supervision over, and responsibility for, the business and affairs of the Association. Unless otherwise directed by the Council, all other officers shall be subject to the authority and supervision of the President. The President may enter into and execute in the name of the Association, contracts or other instruments in the regular course of business of if not in the regular course of business those which are authorized, generally or specifically, by the Council. He shall have the general powers and duties of management usually vested in the office of the president of a corporation.

b. A Vice President who shall perform such duties and have such authority as from time to time may be delegated to him by the President or by the Council. In the event of the absence, death, inability or refusal to act by the President, the Vice President shall perform the duties and be vested with the authority of the President.

c. A Secretary who shall cause notices of all meetings to be served as prescribed by the Code of Regulations and shall keep or cause to be kept the minutes of all meetings of the Unit Members and the Council. The Secretary shall perform such other duties and possess such other powers as are incident to that office or as are assigned by the President or the Council.

d. A Treasurer, who shall have the custody of the funds and securities of the Association and shall keep or cause to be kept regular books of account for the Association. The Treasurer shall perform such other duties and possess such other powers as are incident to that office or as shall be assigned by the President or the Council. All checks representing payment

on behalf of the Association shall be signed by two officers of the Corporation, as designated by the Council, and the agreement with any bank shall at all times indicate such requirement. Any other bank accounts or financial assets of the Association shall be withdrawable only by the written execution by two officers of the Council, as appointed by the Council from time to time, and all such depository agreements or the like shall reflect such requirements.

e. An Assistant Secretary-Treasurer who shall perform such duties and have such authority as from time to time may be delegated to him by the President or by the Council and in the event of the absence, death, inability or refusal to act by either the Secretary or the Treasurer, the Assistant Secretary-Treasurer shall perform the duties and be vested with such authority.

f. Subject to the provisions hereinbefore set out an organizational meeting of Council shall be called by the President and held within five (5) business days following each annual meeting of the Unit Owners, at such time and at such places as the newly elected members of the Council shall determine, for the purposes of organization, and such other business as may be brought before the meeting, and no notice thereof shall be required.

Section 8. Regular Meetings of the Council. Regular meetings of the Council may be held, without call or notice, at such times and places as the Council may from time to time determine.

Section 9. Special Meetings of the Council. Special meetings of the Council may be called by the President or by two or more members of the Council, and held on notice by letter or telegram, mailed or delivered for transmission not later than three (3) days prior to the meeting date, specifying the time, place and purposes of the meeting. No business may be transacted at a special meeting other than as specified in the notice thereof

unless all members attend or waive notice.

Section 10. Place of Meetings. Meetings of the Council shall be held at the Property or at such other place within or without the Borough of State College as the Council may specify.

Section 11. Waiver of Notice. Any notice of any meeting of the Council may be waived by any member thereof in writing prior to, at, or subsequent to the meeting, and attendance at the meeting shall constitute a waiver of notice thereof.

Section 12. Effect of Presence at Meetings of the Council. Any member of the Council present at any meeting thereof shall be deemed to have assented to any action taken thereon unless his dissent is entered on the minutes thereof or unless he shall file his written dissent with the Secretary at or immediately following the adjournment thereof, provided that no member may so dissent from any action for which he voted at the meeting.

Section 13. Quorum. A majority of the members in office shall constitute a quorum at any meeting of the Council, and the act of a majority of the members at a meeting at which a quorum is present shall be the acts of the Council. If less than a quorum is present at any meeting, a majority of those present may adjourn the meeting from time to time, and at any adjourned meeting at which a quorum is present any business may be transacted which could have been transacted at the meeting originally called, without further notice.

Section 14. Action by Written Consent. So long as the Council is composed entirely of designees of Developer pursuant to Section 3 of this Article VII, the members of the Council may act by unanimous written consent in lieu of a meeting. Thereafter, the Council shall act only at a duly constituted meeting thereof.

Section 15. Participation in Meetings by Communications Equipment. One or more members of the Council may participate in and be counted for quorum purposes at any meeting of the Council by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other.

Section 16. No Compensation of Members of the Council. No member of the Council shall be compensated for acting as such.

Section 17. Personal Property Located in the Common Elements. Title to any personal property from time to time held for the joint use and enjoyment of all the Unit Owners, whether situated in the Common Elements or elsewhere, shall be vested in all the Unit Owners in accordance with their respective proportionate interests and the Council shall have the power and duty on their behalf to purchase or otherwise acquire, hold, and lease, mortgage, sell or otherwise deal in, and to insure, repair or replace the same, as the Council shall from time to time determine.

## ARTICLE VIII

### Fiscal Management

Section 1. The fiscal year of the Association shall begin on the first day of January of each year, except for the first fiscal year of the Association which shall begin at the date of the recording of this Code of Regulations or at such other date as the Council may decide.

Section 2. Books and accounts of the Association shall be kept by or under the direction of the Treasurer and in accordance with customary accounting principles and practices. Within a reasonable time after the close of each fiscal year, but not later than by February 15th, the Council shall furnish the Unit Owners with a reasonably detailed statement of the income and disbursements of the Association for such prior fiscal year.

Section 3.

(a) With respect to each fiscal year, and within ninety (90) days from the commencement thereof, the Council shall cause an estimated annual budget to be prepared based on its estimation of the next ensuing annual expenses, including but not limited to the following items:

1. management and administration expenses;
2. the estimated cost of repairs, maintenance, and replacements of Common Elements;
3. the cost of such utilities as may be furnished by the Association;

4. the amount of such reserves as may be reasonably established by the Council, including general operating reserves, reserves for contingencies, and reserves for replacements;

5. Such other expenses of the Association as may be approved by the Council including operating deficiencies, if any, for prior periods.

(b) By December 1 of each year the Council shall determine and notify each Unit Owner what it has determined to be the estimated monthly assessments of the respective Unit Owners, according to their respective undivided interests in the Common Elements, and according to the needs of such estimated annual budget.

(c) On or before the first day of each month of the fiscal year covered by such estimated annual budget, each Unit Owner shall pay his respective monthly assessment so determined.

(d) In the event of delay in the making of the budget and in the announcement of monthly assessments, as above provided, Unit Owners shall continue to pay that amount which had been last established for each to pay as his regular monthly assessment.

(e) If any Unit Owner should fail or refuse to make as due, of each assessment duly made against his Unit and him, the amount thereof together with interest thereon as provided by law shall constitute a lien on the interest of such member in the Property. The Council shall have the authority to exercise and enforce any and all rights and remedies provided in the ACT, the Declaration, this Code of Regulations, and as are otherwise available at law or in equity for the securing and collecting of unpaid assessments.

Section 4. If at any time during the course of any fiscal year the Council shall deem existing monthly assessments to be inadequate by reason of revision in its determination of needs, the Council shall prepare a revised estimated annual budget for the balance of such fiscal year, and monthly assessments to be inadequate by reason of revision in its determination of needs, the Council shall prepare a revised estimated annual budget for the balance of such fiscal year, and monthly assessments thereafter shall be determined and paid on the basis of such revision.

Section 5. The Council shall arrange to have available at all reasonable times for any Unit Owner copies of the budgets of revised budgets and reasonably detailed information as relates to same, and to contemplated changes in same.

Section 6. Each Unit Owner, not including the Developer, shall deposit with the managing agent of the Property on December 1, 1980 or as may be otherwise directed by the Council, a non-refundable deposit of Fifty (\$50.00) dollars. Such amount shall be held together with the amount similarly deposited by other Unit Owners, one-half as an operating reserve for the common expenses, and one-half as an initial expense for joining the Homeowners Association and shall be used and applied as the Council may deem necessary. Each new owner of each unit also agrees to pay the said Fifty (\$50.00) dollar charge which shall be allocated in a similar fashion, i.e. Twenty-five (\$25.00) dollars as an initial joining expense and an additional Twenty-five (\$25.00) dollars



toward the operating fund for common expenses. To the extent that the said operating reserve may be depleted, or in the judgment of the Council may be inadequate, the Council may increase the same by a special assessment of such Unit Owners in proportion to their ownership of the Common Elements. Said operating reserve on hand from time to time shall be deemed to be part of the Common Elements.

Section 7. The Developer's obligation as a Unit Owner shall be at the rate of full amounts as in the case of any other Unit Owner.

Section 8. Continuance of Lien. In the event Owner shall transfer his Unit while an assessment of any kind remains unpaid, the lien of the assessment shall continue to be a charge on the unit and shall continue as a lien until paid. The Council shall furnish any prospective purchaser with a certificate upon which all unpaid assessments shall be listed together with interest and costs, at any time upon request.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon the Properties subject to assessment; PROVIDED, HOWEVER, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

#### ARTICLE IX

##### Use Restrictions

Section 1. Except as herein provided at Section 6 below, with respect to the uses permitted by the Developer, No Unit shall be used for any other purpose than as a private

dwelling for a person and his immediate family, or by not more than three (3) unrelated persons, including a member or persons to whom the member shall have leased his Unit subject to all provisions with respect to use and occupancy and presence on the Property applicable to the Unit Owner himself. 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 in the contents thereof, or which will obstruct or interfere with the rights of others or annoy them by unreasonable noises 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.

Section 2. 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 Council. 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 Council.

Section 3. 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 rules and regulations established by the Council. 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 Council.

Section 4. No one may overload the electrical wiring in the building or operate any machinery, appliance, accessories, or equipment in such a manner as to cause, in the judgment of the Council, any unreasonable disturbance, or make any alterations

SECTION 5. Uses and Structures. No Unit or any part thereof shall be used for any purpose except as set forth in Section 1 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 or parked 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 vehicle 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 business or trade of any kind or noxious or offensive activity shall be carried on in any Unit nor shall anything be done thereon which may be or become an annoyance or nuisance to the occupants of other Units. No boat, trailer, tent, shack or other such structure shall be located, or erected or used on any part of the Property, temporarily or permanently other than what has been constructed for use of Unit Owners by the Developer.

Section 6. Signs. No sign of any kind shall be displayed to the public view on 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.

Section 7. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit on the Property except that dogs, cats or other domesticated household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and provided that no more than (2) pets 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.

Section 8. Nuisances. No noxious or offensive activity shall be carried on upon any Unit, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. The decision as to whether any activity is noxious or offensive shall be decided exclusively by the Council in such manner as it may elect to make such decision.

Section 9. Mailboxes. Mailboxes shall be retained as the same now are or, as designated by the Council from time to time in the future. No Unit Owner shall keep or maintain a distinctive or different mailbox than as set forth herein.

Section 10. Clotheslines. No outdoor clotheslines.

Section 11. Fences. No fence of any kind, wall, hedge, or similar structure shall be placed, erected or maintained anywhere on the Property without the written consent of the Council.

Section 12. The Council may adopt such rules and regulations concerning use, occupancy or other matter, including provisions for reasonably limiting or suspending certain rights and/or privileges as it deems appropriate; and may alter such rules and regulations as from time to time it may determine.

Section 13. Violation of any rule or regulation of the Council and/or of any provision of the Declaration and/or hereof shall give the Council 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.

(c) To levy as an assessment or charge as a Common Expense pursuant to § 702 of the ACT 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 Council.

Section 14. Council 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 15. Anything herein or elsewhere to the contrary notwithstanding, the Developer shall have the right to utilize any Units owned by the Declarant as models or as general or sales offices for sale and promotion purposes including the sale and promotion of the Property or projects other than the Property and purposes and in such manner as the Developer deems it may reasonably require.

#### ARTICLE X Indemnification

Section 1. The Association shall reimburse or indemnify each Council member, officer, and employee of the Association for or against all liabilities and expenses reasonably incurred by or imposed upon him in connection with or resulting from any claim, action, suit, or proceeding whatsoever and however brought and whether the same be in proceedings civil, criminal,

administrative, or investigative (hereinafter called "Action"), in which he may become involved as a party or otherwise by reason of his being or having been such Council member, officer, or employee, or by reason of any action taken or not taken and/or of anything done or not done in such capacity, whether or not he continues to be such at the time such liabilities or expenses are incurred and whether or not such action or omission to act occurred before or after the adoption of this Code of Regulations, provided that:

(a) the provisions hereof do not apply in respect of any action by or in the right of the Association because such person was guilty of wrong doing against the Association ; and

(b) they do not apply in respect to all actions wherein such person acted in bad faith.

Section 2. As used herein the term "Liabilities and Expenses" shall include but not be limited to counsel fees and expenses, and disbursements and amounts of judgments, record cost, fines, or penalties, and amounts paid in settlement.

Section 3. Where such person has been wholly successful on the merits in such action, or where indemnification of such person has been awarded by a court, he shall be entitled to indemnification as of right; otherwise, including any instances where such action is terminated by a settlement, the Association shall reimburse or indemnify him only if it shall be determined that such person has met the standards set forth in Section 1, either:

(a) by the Council, acting by a quorum consisting of two or more members other than those involved in the action; or

(b) if there are not at least two members then in office other than those involved in the action, by independent legal counsel, who shall deliver to the Association written advice to such effect.

Section 4. Expenses incurred with respect to any action may be advanced by the Association prior to the final disposition thereof, upon receipt of an undertaking by such person to repay any amounts for which it shall ultimately be determined that he is not entitled to indemnification.

Section 5. The foregoing right of reimbursement or indemnification shall not be exclusive of other rights to which any such person may otherwise be entitled and, in the event of his death, shall extend to his legal representatives.

Section 6. The Association shall have the power to purchase and maintain insurance against liabilities as contemplated above on behalf of any person who is or was a Council member, officer, employee, or agent of the Association, or is or was in any capacity serving the Association or Council at the request of either, whether or not the Association would have the power to indemnify him against such insured against liability under the provisions of this Section, or add such persons as additional insureds under other liability insurance purchased by the Association.

#### ARTICLE XI

##### Amendments

This Code of Regulations may be amended or modified at any time, or from time to time, by the action or approval of the Unit Owners owning a majority of the Common Interests; except that regulations affecting the rights of interests of the Developer shall not be amended or modified without the written consent of the Developer.

IN WITNESS WHEREOF, the parties hereto have  
affixed their hands and seals the 19<sup>th</sup> day of November, 1979.

Calvin E. Zimmerman (SEAL)  
Calvin E. Zimmerman

Robert Means (SEAL)  
Robert Means


Kathy Runkle  
Kathy Runkle



COMMONWEALTH OF PENNSYLVANIA)  
COUNTY OF CENTRE ) ss:

Before me the undersigned, personally appeared  
Calvin E. Zimmerman, Robert Means and Kathy Runkle, known to  
me or satisfactorily proven to be the persons whose names are  
subscribed to the within Code of Regulations and acknowledged  
that they executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and sub-  
scribed my seal the 5th day of December, 1979.

  
Notary

DARYL F. RIGHTMOUR, NOTARY PUBLIC  
BELLEFONTE ROAD, CENTRE COUNTY  
MY COMMISSION EXPIRES OCT 4, 1980  
Member, Pennsylvania Association of Notaries

17.50  
Paying

398

AMENDMENT FOR DECLARATION OF CONDOMINIUMS  
PENN HILLS TOWNHOMES

THIS AMENDMENT, made this 12<sup>th</sup> day of December, 1990, by  
and between CALVIN E. ZIMMERMAN and GEORGE X. NOLL, t/d/b/a  
ZIMMERMAN and NOLL ENTERPRISES, Developer of Penn Hills Townhomes,  
a Condominium,

- A N D -

PENN HILLS TOWNHOMES ASSOCIATION, non-profit corporation,  
organized for the purpose of administering and regulating the Penn  
Hills Townhomes Condominium Development.

W I T N E S S E T H :

WHEREAS, by Declaration of Condominium dated December 5,  
1979, and recorded in the Office of the Recorder of Deeds of Centre  
County in Miscellaneous Book 148, Page 103, et seq., Zimmerman and  
Noll recorded the Declaration of Condominium for Penn Hills  
Townhomes, a Concominium, which included in Article IV, Section 4,  
the option of the Unit Owners' Association to purchase any unit  
prior to the time it is offered for sale to the public; and

WHEREAS, the Unit Owners' Association and the various  
individual unit owners are desirous of eliminating the use  
restriction; and

WHEREAS, Zimmerman and Noll as the Developers would join  
herein to eliminate the section as they are not adverse to  
eliminating this use restriction; and

WHEREAS, the Unit Owners' Association, in its annual meeting  
dated December 6, 1990, pursuant to the appropriate notice as set  
forth in the Declaration and the Rules and Regulations of the  
Condominium Development, by resolution, appropriately made and

BOOK 553 PAGE 177

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CENTRE  
On this, the 12<sup>th</sup> day of Nov, 2004 I hereby  
CERTIFY that this is a True and Complete Copy of Book  
553, Page 177 as RECORDED in the Recorder of Deeds  
Office of Centre County, Pennsylvania.  
IN WITNESS WHEREOF, I have hereunto set my hand and  
official seal.



*Joseph L. Davidson*  
Joseph L. Davidson  
Centre County  
Recorder of Deeds

passed, by sixty-seven (67%) percent of the votes of the Association and pursuant to a quorum present, voted to eliminate the following:

Section 4: SALE, GIFT OR DEVISE OF PRIVATE UNIT BY UNIT

OWNER: The rights of any unit owner to sell, transfer, convey, encumber or otherwise dispose of his private dwelling (and all interest in the common elements which are appurtenant thereto), are as follows:

(a) Each private dwelling owner is free to sell his private unit to the Association. Whenever the owner of a private unit has received a bonafide offer to purchase his private unit and is desirous of accepting such offer, the owner of the private unit shall notify the Association in writing by Registered or Certified Mail of his desire to accept such offer to purchase and shall offer to the Association on the same terms and conditions. If the Association is desirous of exercising its option to purchase said private unit on the same terms and conditions contained in said bonafide offer, then the Association shall notify the owner of the said private unit within fourteen (14) days of its election to purchase, said notice to be in writing and mailed to the private unit owner by Registered or Certified Mail.

(b) If the Association elects not to exercise its right of first refusal to purchase, then the owner of the private dwelling may proceed to sell his private unit to the person making the bonafide offer, provided the terms and conditions of the sale remain the same. The owner of the private unit shall provide the Association with names, addresses, business and employment of the

proposed purchaser as well as other reasonable information and that the Association may require. The Association may not require any information which violates Human Relations Act. The deed for the sale of any private unit shall contain a covenant that the purchaser agrees to be bound by all present and future covenants and rules of the Association.

NOW, THEREFORE, in consideration of One (\$1.00) Dollar and the representations set forth herein, the Unit Owners' Association and the Developers agree for themselves and their constituents and their successors and assigns, and the interested owners for each unit and with all appurtenant rights, including the common and limited common elements, that the above-recited section is null and void.

WITNESS:

ZIMMERMAN and NOLL ENTERPRISES,  
Developer for Penn Hills  
Townhomes, a Condominium

Kathy L. Runkle  
Kathy L. Runkle

BY: Calvin E. Zimmerman  
CALVIN E. ZIMMERMAN

BY: George V. Noll  
GEORGE V. NOLL

ATTEST:

Katherine R. Murphy  
Katherine R. Murphy Secretary

PENN HILLS TOWNHOMES ASSOCIATION

BY: Geoffrey Godby President  
Geoffrey Godby

Recorded in the office for the recording  
of Deeds, etc in and for Centre County  
in RECORDS Book No. 553 at page 177.  
12th day of Dec, A. D. 19 90

Witness my hand and seal of office

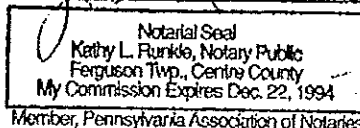
Nazel M. Peters  
..... Recorder

BOOK 553 PAGE 180  
COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF CENTRE ) SS:

On this, the 12<sup>th</sup> day of December, 1990, before me,  
a notary public, the undersigned officer, personally appeared  
CALVIN E. ZIMMERMAN known to me (or satisfactorily proven) to be  
the person whose name is subscribed to the within instrument, and  
acknowledged that he executed the same for the purpose therein  
contained.

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

*Kathy L. Runkle*

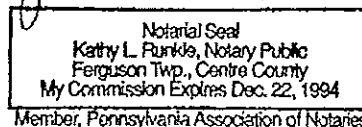


COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF CENTRE ) SS:

On this, the 12<sup>th</sup> day of December, 1990, before me,  
a notary public, the undersigned officer, personally appeared  
GEORGE W. NOLL known to me (or satisfactorily proven) to be the  
person whose name is subscribed to the within instrument, and  
acknowledged that he executed the same for the purpose therein  
contained.

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

*Kathy L. Runkle*

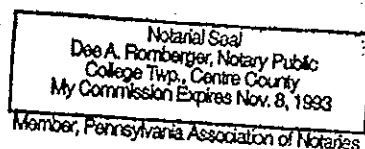


COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF CENTRE ) SS:

On this, the 12<sup>th</sup> day of December, 1990, before me,  
a notary public, the undersigned officer, personally appeared  
Geoffrey Godby who acknowledged himself to be the  
President of the Penn Hills Townhomes Association and that as such,  
he, being authorized by such corporatino to do so, executed the  
foregoing instrument for the purpose therein contained by signing  
his name thereon as such.

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

Dee A. Romberger



ENTERED IN RECORD  
'90 DEC 12 PM 1 00  
HAZEL M. PETERS  
RECORDER OF DEEDS  
CENTRE COUNTY

RESOLUTION

AND NOW, this 12<sup>th</sup> day of December, 1990, pursuant to the Resolution duly made at the annual meeting held December 6, 1990, at 7:00 p.m., with a quorum being present, it was unanimously passed that the following section of the Declaration of Condominium is declared null and void:

Section 4: SALE, GIFT OR DEVISE OF PRIVATE UNIT BY UNIT OWNER: The rights of any unit owner to sell, transfer, convey, encumber or otherwise dispose of his private dwelling (and all interest in the common elements which are appurtenant thereto), are as follows:

(a) Each private dwelling owner is free to sell his private unit to the Association. Whenever the owner of a private unit has received a bonafide offer to purchase his private unit and is desirous of accepting such offer, the owner of the private unit shall notify the Association in writing by Registered or Certified Mail of his desire to accept such offer to purchase and shall offer to the Association on the same terms and conditions. If the Association is desirous of exercising its option to purchase said private unit on the same terms and conditions contained in said bonafide offer, then the Association shall notify the owner of the said private unit within fourteen (14) days of its election to purchase, said notice to be in writing and mailed to the private unit owner by Registered or Certified Mail.

(b) If the Association elects not to exercise its right of first refusal to purchase, then the owner of the private dwelling may proceed to sell his private unit to the person making the bonafide offer, provided the terms and conditions of the sale remain the same. The owner of the private unit shall provide the Association with names, addresses, business and employment of the proposed purchaser as well as other reasonable information and that the Association may require. The Association may not require any information which violates Human Relations Act. The deed for the sale of any private unit shall contain a covenant that the purchaser agrees to be bound by all present and future covenants and rules of the Association.

ATTEST:

PENN HILLS TOWNHOMES ASSOCIATION

*K. Thomas R. Murphy*  
Secretary


BY: *Jeffrey S. Kelly*  
President

ENTERED FOR RECORD  
1970 DEC 27 PM 2:43  
JONES COUNTY CLERK  
RECEIVED  
JONES

AMENDMENT TO CODE OF REGULATIONS FOR PFNN HILLS TOWN HOMES ASSOCIATION	
CALVIN E. ZIMMERMAN, ROBERT MEANS AND KATHY RUNKLE	
DATED: <i>December 27, 1979</i>	
LAW OFFICES OF MILLER, KISTLER & CAMPBELL, INC. A PROFESSIONAL CORPORATION BELLEFONTE, PENNSYLVANIA 16823 CRIDERS EXCHANGE BUILDING	

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CENTER  
On this, the 5 day of Nov, 2884 I hereby  
CERTIFY that this is a True and Complete Copy of Book  
Page 419 as RECORDED in the Recorder of Deeds  
Office of Centre County, Pennsylvania.  
IN WITNESS WHEREOF, I have hereunto set my hand and  
official seal.

*Joseph L. Davidson*  
Joseph L. Davidson  
Centre County  
Recorder of Deeds



Recorded in the office for the recording  
of Deeds, etc. in and for Centre County  
on Nov, Book No. 143 at page 419  
27 day of Nov, A.D. 19 79

Witness my hand and seal of office  
*John W. Miller* Recorder



AMENDMENT TO CODE OF REGULATIONS FOR PENN

HILLS TOWN HOMES ASSOCIATION

NOW COMES CALVIN E. ZIMMERMAN, ROBERT MEANS and KATHY RUNKLE, original Council of Penn Hills Town Homes Association and for purposes of clarification hereby amend the Code of Regulations for the Penn Hills Town Homes Association as previously filed in the Office of the Recorder of Deeds of Centre County on the 5th day of December, 1979, recorded in Misc. Book 148, Page 130.

ARTICLE VI

Meetings

Section 2. Shall add the following words: The first meeting of unit owners shall be held no later than:

1. One month after title has passed to 75% of the units; or
2. As hereinbefore set out; or
3. At such time as the Developer transfers title to more than nine units to an individual purchaser, whichever first occurs.

ARTICLE VII

Council

Section 18. Non-Resident Owners. No non-resident owners shall be qualified to serve on the Council of the Homeowners Association. Non-resident shall mean a person or entity not actually residing in any one of the thirty-two units of the Penn Hills Town Homes Development.

ARTICLE VIII

Fiscal Management

Section 10. No contract or transaction between the Council and one or more of its Council members or officers shall be permitted unless such contract or transaction is ratified by a majority of disinterested Council members.

A. Prior to September 1, 1980, maintenance, repair or replacement of a common element shall be within the sole control and shall be the sole responsibility of Developer.

B. Subsequent to September 1, 1980, but only until September 1, 1981, unit owner shall be responsible for the payment of \$25.00 per month toward the maintenance, repair or replacement of the common elements. All costs in excess of the amounts so collected from individual unit owners will be the responsibility of Developer.

C. On September 1, 1981, the monthly assessment set forth in Subparagraph B above may only be increased in accordance with the rate of inflation as outlined in the United States Department of Labor Consumer Price Index, the base year being September 1, 1980. However, this paragraph shall not be construed to limit the power of the Homeowners Association Council as duly elected in accordance with the paragraphs herein contained, i.e. whether expenses would be incurred only upon a majority vote of unit owners in excess of the votes held or controlled by Developer or his designees.

#### ARTICLE XI

##### Amendments

Section 1. The right to amend the Code of Regulations shall be limited to a majority vote of unit owners in excess of the votes held or controlled by the Developer or his designees. For example, in the event the Developer owns twenty units and has sold twelve units, it would take a total of twenty-seven votes to amend the Code of Regulations.

Calvin E. Zimmerman (SEAL)  
Calvin E. Zimmerman

Robert Means (SEAL)  
Robert Means

Kathy Runkle (SEAL)  
Kathy Runkle

COMMONWEALTH OF PENNSYLVANIA) ) ss:  
COUNTY OF CENTRE )

Before me, the undersigned officer, personally appeared Calvin E. Zimmerman, Robert Means and Kathy Runkle, known to me or satisfactorily proven to be the persons whose names are subscribed to the within Code of Regulations Amendment and acknowledged that they executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the 2<sup>nd</sup> day of December, 1979.

David L. Feltner  
Notary

DARYL F. RIGHTNOUR, NOTARY PUBLIC  
BELLEFONTE BOROUGH, CENTRE COUNTY  
MY COMMISSION EXPIRES OCT. 4, 1980  
Member, Pennsylvania Association of Notaries

AMENDED DECLARATION OF  
CONDOMINIUMS FOR PENN HILLS  
TOWN HOMES ASSOCIATION

CALVIN E. ZIMMERMAN and  
GEORGE B. NOLL, t/d/b/a  
ZIMMERMAN and NOLL ENTER-  
PRISES

DATED: *December 27, 1979*

LAW OFFICES OF  
MILLER, KISTLER & CAMPBELL, INC.  
A PROFESSIONAL CORPORATION  
BELLEFONTE, PENNSYLVANIA 16823  
CRIDERS EXCHANGE BUILDING

Recorded in the office for the recording  
of Deeds, etc. in and for Centre County  
in *Plat* Book No. *148* at page *416*  
*27* day of *Dec* A.D. 19 *79*  
Witness my hand and seal of office  
*Joseph L. Davidson* Recorder

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CENTRE  
On this, the *5* day of *Nov*, 2004 I hereby  
certify that this is a True and Complete Copy of Book  
Page *416* as RECORDED in the Recorder of Deeds  
Office of Centre County, Pennsylvania.  
IN WITNESS WHEREOF, I have hereunto set my hand and  
Official seal.  
*Joseph L. Davidson*  
Joseph L. Davidson  
Centre County  
Recorder of Deeds



DEC 27 PM 2:43