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JOSEPH L. DAVIDSON  
RECORDER OF DEEDS  
CENTRE COUNTY

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**DECLARATION OF CONDOMINIUM**

**COBBLECREEK MANOR, A CONDOMINIUM**

**TOWNSHIP OF FERGUSON**

**COUNTY OF CENTRE**

**COMMONWEALTH OF PENNSYLVANIA**

**002145**

**THIS DECLARATION** is made this 16 day of July, 2002, by CobbleCreek Manor

Condominium Limited Partnership, a Pennsylvania Limited Partnership, of 3180 West College Avenue, P.O. Box 354, State College, Centre County, Pennsylvania, as the owner in fee simple of real estate herein described.

**WITNESSETH:**

**SUBMISSION**

**1.1. Name; County; Description:** CobbleCreek Manor Condominium Limited Partnership, a Pennsylvania Limited Partnership (the "Declarant"), owner in fee simple of the Real Estate described in Exhibit "A" attached hereto, located in Ferguson Township, Centre County Pennsylvania, hereby submits the Real Estate, together with the buildings and improvements erected and to be erected thereon, and the easements, rights, and appurtenances thereunto belonging (collectively, the "Property") to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa.C.S.A. Section 3101 et seq. (the "Act"), and hereby creates with respect to the Property a residential condominium, to be known as COBBLECREEK MANOR, a Condominium (the "Condominium").

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

SUBJECT TO the easements of Blue Course Drive and Sheller's Bend, public rights-of-way, in Ferguson Township, Centre County, Pennsylvania, and SUBJECT TO rights granted for power easements, sewer and water easements, telephone easements, or other easements or licenses necessary for the development of the site, as recorded or which will be recorded in the office of the Recorder of Deeds, either prior to the filing of this Declaration, and as may be presently shown on recorded plats or which will be shown on recorded plats or which will be shown on subsequently recorded plats.

**ARTICLE I**

**DEFINITIONS**

The terms defined are used in the Act:

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

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

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

**Section 3.** "Common Elements" or "Common Areas" means and includes all portions of the condominium other than the units including but not limited to: (a) the land on which the building is located and those portions of the building as are not included in any Unit; (b) the yards; (c) insulation and systems as comprise all central services and utilities; (d) all apparatus and installation existing for common use; (e) all other elements of each building necessary or convenient to its

existence, management, operation, maintenance and safety, and normally in common use; and (f) such areas and facilities as are so designated on the Declaration Plan; but does not include such, or such parts, or features of the foregoing as are of entirely private use within the Unit or those areas which will be designated as Limited Common Elements as hereinafter defined.

**Section 4.** "Limited Common Elements" or "Limited Common Areas" means all those areas designated in this Declaration or the Declaration Plan or by resolution of the Executive Board as reserved for the use of the Unit or Units to the exclusion of other Units. Such right of use may be reserved as an interest appurtenant to a particular Unit or Units, but in all other respects shall be and remain Common Elements or Common Areas. This may include, by way of example, a "flower box or flower pot" for each unit. Unit Owners shall be permitted to plant a garden at the rear of a Unit four (4') feet in depth and no more than the length of the patio. The Unit Owner shall bear the expense of maintaining any planting(s) or garden. The planting(s) or garden are subject to regulation by the Unit Owners Association. The decision of the Unit Owners Association is final and unappealable.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 20.** Any "Additional Real Estate" means the property described as such in Exhibit "A" attached hereto, as it is developed in phases without the addition of any other parcels of real estate, but only as developed in phases.

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

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

**Section 23.** "Percentage Interest" means each unit owner's undivided ownership interest in the common elements; share of all votes of unit owners and share of common expense liability appurtenant to each unit as set forth in Exhibit "B". The maximum number of units constructed shall not be greater than forty-eight (48) when all units in the residential Condominium are completed.

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

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

## ARTICLE II

### NAME AND DESCRIPTION

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

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

### ARTICLE III

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

**Section 1. Identification of Units.** The locations and dimensions of the buildings and other structures and improvements which are built and which may be built and which in some cases must be built comprising the property are shown on the plots as recorded in the Office of the Recorder of Deeds of Centre County which indicate the location of units, the common elements and the limited common elements of the condominium. For any and all purposes each unit may be identified and shall be identified fully and accurately described solely by reference to the number and/or letter designated on the Declaration Plan. The location and the dimension of the building or buildings and the other structures and improvements comprising the property are shown on the plots and the plats as recorded and which may be recorded from time to time, and the location of the units, common elements and limited common elements of the condominium are shown on the said plans which are recorded concurrently herewith and made a part hereof.

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

1. Enclosed space: The interior volumes of cubicles of space enclosed by the interior surfaces of perimeter and interior walls, ceilings, and floors thereof, including vents, doors, windows, and other such structural elements that ordinarily are regarded as enclosures of space;
2. Interior walls: All interior dividing walls and partitions (including the space occupied by such walls or partitions accepting load-bearing, interior walls and partitions);
3. Fixtures and Furnishings: The decorated inner surface of the perimeter and interior walls (including decorated inner surfaces of all interior load-bearing walls), floors and ceilings, paint, plaster, carpeting, fireplaces and flues, if any, tiles and other finishing materials affixed or installed as part of the physical structure of a unit, including interior walls and partitions, and all immediately visible fixtures, complete heating system, mechanical systems and equipment installed for the sole and exclusive use of each Residential Unit, commencing at the point where the same extends from walls or floors into the interior space from the structural body of the building, or from the utility lines, pipes, or systems serving the unit. No pipes, wires, conduits or other public utility lines or installations constituting a part of the overall systems designed for the service of any particular unit or any of the structural members or portions of any kind, including fixtures and appliances within the unit which are not removable without jeopardizing the soundness, safety, or usefulness of the remainder of the building shall be deemed to be a part of any unit;
4. Exterior items: All that undivided proportionate interest in the common elements assigned to each unit; and
5. Upper and Lower (Horizontal) Boundaries: The upper and lower boundaries of the units shall be the following boundaries extended to intersections with the vertical boundaries: (i) Upper Boundary: There shall be no upper or horizontal boundary. (ii) The horizontal plane of the top surface of the unfinished, concrete floor slab. (iii) Vertical Boundaries: The vertical boundaries of the units shall be the vertical planes, extended to intersections with each other and the upper and lower boundaries, of the unit side of the exterior unit side surface of the exterior walls which do not separate the unit from any other unit and of the center line unit side surface of the party walls which separate the unit from other units.

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

1. All pipes, ducts, wires, cables, passageways, or conduits as may be of service to more than one unit or to common elements.
2. All items of service, use, or benefit to more than one unit.
3. All areas that may be designated as common areas or limited common areas, including but not limited to walkways, recreation rooms, restrooms, and parking spaces.

**Section 3. Maintenance Responsibilities and Expense Allocation.** Notwithstanding the ownership of the various portions of the common elements and of the units by virtue of the boundary descriptions, the units and common elements shall be maintained and repaired by each unit owner and by the COBBLECREEK MANOR CONDOMINIUM UNIT OWNERS ASSOCIATION, a non-profit corporation, in accordance with the provisions of Section 3307 of the Act, except as expressly set forth to the contrary herein. All common expenses associated with the maintenance, repair and replacement of a limited common element shall be assessed as a limited expense allocated to the units, to which such limited common element was assigned at the time the expense was incurred and in the same proportion as the respective percentage interest of all such units. Ordinary maintenance repair of any limited common elements shall be the responsibility of the owner of the unit to which such limited common element is appurtenant. Structural repairs and/or replacements of such limited common elements shall be the responsibility of the Association, the cost to be charged as a general common expense.

**Section 4. Relocation of Unit Boundaries and Subdivision.** Relocation of boundaries between units and subdivision of units will be permitted subject to compliance with the provisions therefor in Sections 3214 and 3215 of the Act.

**Section 5. Description of Common Elements.** The Common Elements are as defined above and consist of all parts and portions of the Property not included in the Units, and not including such portions of the Property or rights therein as are otherwise owned and reserved. The Common Elements specifically include all items of service, use, or benefit to more than one unit and as so designated, installed, and provided by the Declarant, or by the Executive Board

**Section 6. Interest in Common Elements.** Each Unit Owner shall own an undivided interest in the Common Elements in accordance with the planned number of units. The maximum

number of units in this condominium, as developed in phases, when all are constructed, shall be forty-eight (48) units. Each unit and its designated, undivided interest in the common elements, in accordance with a proposed number of units, is attached hereto, made a part hereof and marked Exhibit "B". Said interest is shown with its identifying number and location and percentage interest on the plats and plans. Such percentage ownership runs with title to each Unit and may not be separated therefrom. However, the proportionate undivided interest in the Common Elements may be altered by the recording of an amendment to this Declaration, by the Declarant, in accordance with the Act and this Declaration. In any event, the total of all such undivided interests shall be 100 percent in the aggregate. Each unit shall have one (1) vote in the COBBLECREEK MANOR CONDOMINIUM UNIT OWNERS ASSOCIATION.

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

**Section 8.     Easements.**

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

and each unit shall be subject to like easement in favor of all other affected Unit Owners insofar as necessary or practicable.

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

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

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

Each Unit Owner shall be responsible for the payment of total charges incurred for his or her unit. The Developer shall cause utility services to be emplaced and the same will be delivered to the

Condominium Association. The Condominium Association shall be responsible for the maintenance and repair and/or replacement of said utility lines when and if necessary.

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

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

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

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

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

**Section 12. Additional Easement to Correct Drainage.** The Declarant reserves an easement on, over, and under the portions of the Common Elements not located within any unit for the purpose of maintaining and correcting any possible drainage of surface water in order to maintain reasonable standards of health, safety, and appearance. This easement expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil or to take any other action reasonably necessary to achieve this purpose, following which the Declarant shall restore the affected property as closely to its original condition as practicable. This shall include the right to perform all of the same.

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

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

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

**Section 15. Recreational Use Assessments.** As a condition of the enjoyment of the easement created by this prior section, the record owners in fee simple of each unit of the real estate described in the exhibits attached hereto shall pay to the Association each month an assessment levied exclusively for a proportionate share of the costs for the management, operation, repair, replacement, and maintenance of the recreational areas and for services and facilities related thereto. The assessment payable by each such record owner shall equal the amount determined by multiplying the actual operational expenses less any income for the recreational areas and prorated by the number of units occupied and/or units with occupancy permits. The Developer shall not be required to construct the clubhouse until seventy-five (75%) percent of the units are occupied. The use of the clubhouse shall be subject to the rules and regulations adopted by the CobbleCreek Manor Condominium Unit Owners Association or directed by its executive board in absence of a meeting.

**ARTICLE IV****USE, PURPOSES AND RESTRICTIONS**

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

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

**Section 2.     Residential Use.** Each Unit is hereby restricted to a residential use by the Unit Owner, his tenants, successors, or assigns thereof. The use shall be compatible with the uses permitted under the appropriate zoning of Ferguson Township. The Declarant, however, shall have the right to use any of the units by it as heretofore set out for rental units, models, and/or for sales and administrative offices.

**Section 3.     Use with Care.** No Residential Unit Owner shall do or permit any act which is illegal or in violation of any law, statute, ordinance, rule, or regulation of any local, state, or federal government, or agency having jurisdiction. No Unit Owner shall do or permit any act which would jeopardize the soundness or safety of the Property, or any part of it, or impair any easement

or appurtenance or any rights of others, without the unanimous consent of the Unit Owners affected thereby.

**Section 4.     Leasing.** A Unit may be rented for residential purposes by the Owner thereof under a lease to not more than three (3) unrelated persons for a term of not less than one (1) year, providing that the lease is made subject to all provisions as affect the Unit Owner himself to the end that the tenant shall be bound to the lease as is the Owner with reference to possession, use, and occupancy, and in all ways pertaining thereto. The tenant or tenants must be at least twenty-five (25) years of age.

**Section 5.     Use of Common Elements.** The Common Elements or Common Areas may be used by all Residential Unit Owners and/or their tenants, their assigns, successors in interest, family members, guests, and invitees, subject to the By-Laws, Rules and Regulations, and such rules and regulations as may be established by the Executive Board. Notwithstanding the foregoing, Unit Owners who are more than two months delinquent in the payment of fees may not use Common Elements or Common Areas, nor may their tenants, their assigns, successors in interest, family members, guests, and invitees. Each Unit Owner may use the Common Elements in accordance with the purposes for which the Common Elements are intended without hindering or encroaching upon the lawful rights of other Unit Owners, and subject to the provisions hereof, the By-Laws, Rules and Regulations, and the rules and regulations of the Executive Board.

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

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

**Section 8. Use Restrictions.**

a. Residential Use. Except as herein provided with respect to the uses permitted by the Developer, no Residential Unit shall be used for any other purpose than as a residence for any legal entity or its assigns or successors in interest, a unit family owner, a unit family owner's member, including a member or persons to whom the unit owner shall have leased his unit subject to all the provisions with respect to the use and occupancy and presence on the property applicable to the Unit Owner himself. No owner or his successor in interest or assigns may permit or suffer anything to be done or kept upon the Property which will increase the rate of insurance on the Property or in the contents thereof, or which will obstruct or interfere with the rights of others or annoy them by unreasonable notices or otherwise and no one may commit or permit any nuisance or commit or suffer any immoral or illegal act to be committed anywhere in or upon the Property.

b. Aesthetics. Each Unit owner shall maintain his Unit in good condition, order, and repair, at his expense. No Unit Owner shall display, hang, store, or use anything whatsoever on his entryway or outside his Unit other than as may be permitted in accordance with the By-Laws, and Rules and Regulations established by the Executive Board. No member may paint, decorate, or otherwise alter or modify in any way the outside of his Unit, or install outside of his Unit any canopy, awning, covering, radio or television antenna, including any satellite receiver, dish, or

structure, or addition of any kind whatsoever without the prior written consent of the Executive Board. The hanging of laundry outside the unit is not permitted.

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

d. Electricity. No one may overload the electrical wiring in the building or operate any machinery, appliance, accessories, or equipment in such a manner as to cause, in the judgment of the Executive Board any unreasonable disturbance, or make any alterations thereto. This includes the limitation of use of high speed machinery which disturbs television reception or shortwave or microwave reception of anything akin thereto.

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

constructed for the use of the unit owners by the Developer, except for an occasional recreational use, i.e., the erection of a tent at the Clubhouse for a party and for service of a buffet.

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

g. Animals. No animals, of any kind, shall be raised, bred, or kept in any Residential Unit on the Property, except those approved by the Executive Board. This section does not preclude a Unit Owner from keeping one large dog or not more than two smaller animals but only one of which can be over 40 pounds, two dogs, two cats, or the like, but in no event including any wild or vicious animals, such as snakes, alligators, lizards or like reptiles, lions, tigers, attack trained dogs, elephants, or piranha fish. Such wild or vicious animals are absolutely not permitted. All animals must be leashed when outside the Unit. The unit owner must "clean up" after the animal(s).

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

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

j. Clotheslines. There shall be no outdoor clotheslines.

k. Fences. There shall be no fence of any kind, wall, hedge, or similar structure erected or maintained anywhere on the Property, except as placed by the Declarant in its sole discretion. Any additional fencing for any purpose shall be permitted only by amendment to this Declaration

by the Declarant or by the Executive Board in accordance with the Rules and Regulations of the Unit Owners Association.

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

m. Executive Board Rights. Violation of any By-Law, or Rule and Regulation of the Executive Board and/or of any provision of the Declaration hereof shall give the Executive Board or any representative acting in its behalf in addition to any other rights, including, but not limited to the rights also:

(1) To enter the Residential Unit in which, or in connection with, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing, person, creature, and/or condition that may exist therein contrary to the intent and meaning hereof without being guilty of trespass or wrong otherwise.

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

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

(4) A fine of \$25.00 per day for each day a violation continues at the discretion of the Unit Owners Association.

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

o. No Obstruction. There shall be no obstruction of the Common Elements nor shall anything be stored in or on the Common Elements without the prior written consent of the Executive Board except as herein provided. The use and covering of the interior surfaces of windows, whether by draperies, shades, or other items visible on the exterior of the building, shall be subject to the rules and regulations of the Executive Board

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

q. Displays. No unit owner shall cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the building or on the property and no sign, awning, canopy, shutter, radio or television antenna or television or radio disk shall be affixed or

placed upon the exterior walls or roof or any part thereof without the prior written consent of the Executive Board. No air-conditioning unit of whatever type other than those installed by the Developer as of the date of this Declaration or as installed by the Declarant on additional real estate may be installed without the express written approval of the Executive Board.

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

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

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

whether undertaken by the unit owner or by the Executive Board, shall be borne by the unit owner of the unit benefitted thereby.

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

## ARTICLE V

### COMMON EXPENSES

**Section 1. Condominium Expenses.** The Declarant, for each Unit owned, hereby covenants with, and each other unit owner(s) by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is conclusively deemed to covenant and agree to pay to the Executive Board or its designee, as representative of the COBBLECREEK MANOR CONDOMINIUM UNIT OWNERS ASSOCIATION, such assessments and/or charges as may be levied by the Executive Board of the Condominium Unit Owners Association to cover the reasonable share of Common Expenses incurred in maintaining, improving, and managing COBBLECREEK MANOR, a Condominium. Such assessment and/or charges shall run with the land and shall be a continuing lien upon each Residential Unit until paid. Such assessment and/or charges may be enforced in any court of law or equity having jurisdiction thereof, and as provided for herein shall be subordinate to the lien of any first mortgage. The Declarant shall not be assessed costs for any unit under construction

or constructed unless or until an occupancy permit has been issued for such unit. Declarant shall be required to pay a monthly fee of twenty-five (25%) percent of the regular monthly condo fee for unsold units after an occupancy permit has been obtained.

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

## ARTICLE VI

### ENCROACHMENTS

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

## ARTICLE VII

### EASEMENTS

**Section 1. Residential Unit Owners and Executive Board.**

(a) Each unit owner, as needed, shall have an easement in common with all other affected unit owners to have, use, and repair, or to have repaired or replaced, as necessary, all pipes, wires, ducts, cable, conduits, chimneys, public utility lines, and other elements in any way located in any

Unit or forming any part of the Common Elements. In addition, each Unit shall be subject to, and shall have, such easements of support and shelter from, under, against, and over such other Units, as may be necessary for the soundness and quiet enjoyment of each Unit, and as may be necessary for the soundness and needs of structural Common Elements. (b) The Executive Board shall have the right of reasonable access to each Unit to inspect the same, and to provide for removal of violations therefrom and generally to the extent set forth under the By-Laws, and Rules and Regulations, and to provide for service maintenance, repair, or replacement of Common Elements as necessary; and to service, maintain, repair, and replace such other equipment or elements as may be the responsibility of the Executive Board. (c) All repair work contemplated by the Article shall be performed solely through the Executive Board; provided, however, that nothing contained herein shall be construed to prevent the levying of a special assessment and/or charge on one or more unit owners for work performed in relation to the easements provided and referred to herein. (d) All such easements shall run with the land and inure to the benefit of and be binding upon the Executive Board, each unit owner and each mortgagee, less, occupant, or other person having any interest in any Residential Unit or in the Common Elements. (e) Assessments, such as special assessments under Article V, Section 2, above, shall be made by the Executive Board after it determines that one or more unit owners are responsible for the problem or problems which necessitated the work performed.

## ARTICLE VIII

### EXECUTIVE BOARD AND VOTING

**Section 1.** CobbleCreek Manor Condominium Unit Owners Association. A Unit Owners Association, a non-profit corporation, shall be organized contemporaneously herewith.

Membership in the Association shall consist exclusively of all the Unit owner(s), including the Unit owners of any additional or convertible real estate which may be included in the condominium.

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

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

Not more than sixty (60) days after the conveyance of twenty-five (25%) percent of the Residential Units to Residential Unit owners, other than the Declarant, not less than twenty-five (25%) percent of the members of the Executive Board shall be elected by any unit owners other than the Declarant.

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

Notwithstanding anything hereinbefore set forth, nothing herein shall in any way prevent, delay, hinder, or impinge upon the rights of the Declarant to construct additional Residential Units on the real estate as set out in the Exhibits attached hereto and/or as shown on the recorded plat plans or to file amendments to this Declaration until such time as the development has been turned over to the unit owners association.

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

By acceptance hereof, all members of the Association acknowledge and recognize that the number of votes may be expanded by the construction of additional residential units and/or the construction of additional units on any of the real estate as described on the Exhibits attached hereto and designated as additional real estate.

## ARTICLE IX

### SEPARATION MORTGAGES, TAXES, UTILITY CHARGES

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

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

**Section 3.     Utilities.** Each Residential Unit owner shall pay for his own telephone, gas, electricity, water, sewer, and/or other utilities which are separately metered or billed to each user by

the appropriate utility company. Utilities not separately metered or billed to each user by the appropriate utility company may be treated as part of the Common Expenses or in the event the said utility services are supplied to some units but less than all units, then the Board may reasonably prorate these charges over the units using such services, and require such unit owner to pay his pro rata share of such charges, which shall become a charge of lien against the unit, enforceable under Article V, Section 2, above. The decision of the Executive Board to prorate, and its determination of prorated shares and charges shall be final and binding on all. The Executive Board and/or its agent may discontinue utility service to Units where the Unit Owners, their tenants, their assigns, or successors in interest are more than two months delinquent in the payment of their fees and/or costs.

## ARTICLE X

### INSURANCE.

**Section 1. Identification of the Units.** The name by which the property will be known is CobbleCreek Manor, a Condominium. The name under which the business operation and affairs of the Property and the Unit owners shall be managed on behalf of the Unit owners after the Declarant has surrendered control to the unit owners shall be the CobbleCreek Manor Condominium Unit Owners Association, a non-profit corporation.

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

designated on the Plats and Plans recorded concurrently herewith, made a part hereof and marked Exhibit "C".

**Section 3. Description of Units.** Each Unit is intended for independent residential use and each of the residential units consists of the following portions of a building:

1. Enclosed Space: The volumes of cubicles of space enclosed by the unfinished interior surfaces of perimeter and interior walls, doors, windows, and other such structural elements that ordinarily are regarded as enclosures of space;
2. Interior Walls: All interior dividing walls and partitions (including the space occupied by such walls or partitions accepting load-bearing, interior walls and partitions);
3. Fixtures and Furnishings: The decorated outer surface of the perimeter, floors and ceilings, plaster, wall to wall carpeting, fireplaces and flues, if any, tiles and other finishing materials affixed or installed as part of the physical structure of a unit, and all immediately visible fixtures, complete heating and mechanical systems, and equipment installed for the sole and exclusive use for each residential unit, commencing at the point where the same extends from walls or floors into the interior space from the structural body of the building, or from the utility lines, pipes, or systems serving the unit. No pipes, wires, conduits, or other public utility lines or installations constituting a part of the overall systems designed for the service of any particular unit or any of the structural members or portions of any kind, including fixtures and appliances within the unit which are not removable without jeopardizing the soundness, safety, or usefulness of the remainder of the building shall be deemed to be a part of any unit.

**Section 4.** The Act requires that the Executive Board and the Association obtain and maintain insurance coverage for the Condominium as follows:

1. The Property will be insured for an amount equal to its full insurable replacement cost, with an agreed amount clause or no coinsurance. Hazard insurance against all risks of physical loss commonly insured against. Such insurance shall cover both the Units and Common Elements, but not improvements and betterments installed by Unit owners. SUCH IMPROVEMENTS AND BETTERMENTS ARE NOT COVERED BY THIS INSURANCE AND EACH UNIT OWNER SHOULD MAINTAIN SEPARATE INSURANCE FOR SUCH PROPERTY.

The building coverage includes all items attached to the building including cabinets, wall to wall carpeting, moldings, etc., down to but excluding the paint. All proceeds of this policy will be payable to the Association. The Executive Board shall obtain an appraisal from a qualified appraiser for the purpose of determining the replacement cost of the building.

2. Comprehensive liability insurance insuring Unit owners (in their capacity as Unit owners), members of the Executive Board and any management agent against any liability to the public or to the Unit owners, their tenants or invitees. The initial limits of liability shall be \$1,000,000.00 for bodily injury, death, or property damages in any single occurrence. EACH UNIT OWNER SHOULD MAINTAIN HIS OWN LIABILITY INSURANCE FOR HIS OWN UNIT. Certificates of insurance shall be submitted by each condominium unit owner, to the condominium association or to the property manager.

The Association may carry such other policies of insurance it deems appropriate to protect the Association or unit owners.

In the event that the building is damaged or destroyed, such damage or destruction shall be repaired by the Association, using the available proceeds of insurance, unless eight (80%) percent of the unit owners, including every owner of a unit or assigned limited common element which will not be rebuilt, vote not to rebuild, as provided in Section 3312(g) of the Act.

**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 Executive Board.

**ARTICLE XII****UNIT SUBJECT TO DECLARATION**

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

**ARTICLE XIII****LIABILITY AND INDEMNIFICATION**

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

1. Shall not be liable to the Unit owners as a result of their activities as such for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or gross negligence;
2. Shall have no personal liability in contract to a unit owner or any other person or under any agreement, instrument, or transaction entered into by them on behalf of the Executive Board or unit owners in their capacity as such;
3. Shall have no personal liability in tort to a Unit owner or any other person or entity directly or imputed, by virtue or 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 of or in settlement of any threatened, pending, or completed action, suits, or proceedings, whether civil, criminal, administrative, or investigative, instituted by any one or more unit owners or any other persons or entities, to which he shall be threatened to be made a party by reason of the fact that he is or was a member of the Executive Board or an officer or an assistant officer, other than to the extent, if any, that such liability or expense shall be attributable to his willful misconduct or gross negligence, PROVIDED, in the case of any settlement, that the Executive Board shall have approved

the settlement, which approval shall not be unreasonably withheld. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled as a matter of law or agreement or vote of unit owners or of the Executive Board or otherwise. The indemnification by the unit owners set forth in this Section 2 of Article XIII shall be paid by the Executive Board on behalf of the unit owners and shall constitute a Common Expense and shall be assessed and collectible as such.

**Section 3. Liabilities of Individual 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 ownership, occupancy, use, misuse, or condition (except when the result of a condition affecting all or other parts of the property) of that unit.

**Section 4. Costs of Suit in Actions Brought by One or More Unit Owners on Behalf of All Unit Owners.** If any action is brought by one or more, but less than all Unit owners, on behalf of all Unit owners, and recovery is had, the Plaintiff's expenses, including reasonable attorney's fees, shall be a Common Expense, provided that if such action is brought against all unit owners or otherwise against all other unit owners or against the Executive Board, the officers, assistant officers, employees or agents in their capabilities as such, with the result that the ultimate liability asserted would, if proved, be borne by all the Unit owners, the Plaintiff's expenses, including counsel fees, shall not be charged to or borne by the other unit owners, as a Common Expense or otherwise.

**Section 5. Notice of Suit and Opportunity to Defend.** Complaints brought against all unit owners or the Executive Board, or the officers, assistant officers, employees, or agents thereof, in their respective capacities as such, or the property as a whole, shall be directed to the Executive Board, which shall promptly give written notice thereof to the Unit owners and the holders of any

Permitted Mortgages and shall be defended by the Executive Board, and the unit owners and such holders shall have no right to participate other than through the Executive Board in such defense. Complaints against one or more, but less than all the unit owners or Units alleging liabilities covered by Section 3 of this Article XIII, shall be directed to such unit owners, who shall promptly give written notice thereof to the Executive Board and to the holders of any Permitted Mortgages affecting such units and shall be defended by such owners.

#### **ARTICLE XIV**

##### **AMENDMENT**

This Declaration may be amended, subject to the restrictions of the Act, by the vote of the Unit owners and the mortgagees of seventy-five (75%) percent of the common interests after control of the same has been delivered to the Association by the Declarant; until that time, the Declarant retains and reserves specifically the right to amend these declarations and the plat plans, including the right to convert or add additional real estate to this condominium project. No amendment shall be effective until properly recorded.

#### **ARTICLE XV**

##### **POWER OF ATTORNEY AND CONFESSION OF JUDGMENT**

IN ORDER TO EXPEDITE THE EXECUTIVE BOARD OR DECLARANT'S COLLECTION OF ANY DELINQUENT ASSESSMENT, EACH UNIT OWNER (BY THE ACCEPTANCE OF THE DEED TO HIS UNIT) SHALL BE DEEMED TO HAVE APPOINTED ANY ONE OR MORE OF THE EXECUTIVE BOARD MEMBERS OF THE DECLARANTS TO BE HIS OR HER ATTORNEY-IN-FACT TO CONFESS JUDGMENT AGAINST SUCH UNIT

OWNER IN ANY COURT OF COMPETENT JURISDICTION IN PENNSYLVANIA OR ANY OTHER PLACE FOR SUCH UNPAID ASSESSMENT(S) WHICH APPOINTMENT (BEING FOR SECURITY) SHALL BE IRREVOCABLE; AND FOR SO DOING, A COPY OF THIS ARTICLE AND SAID DEED, BOTH VERIFIED BY AFFIDAVIT, SHALL BE SUFFICIENT WARRANT. THE AUTHORITY GRANTED HEREIN TO CONFESS JUDGMENT SHALL NOT BE EXHAUSTED BY ANY EXERCISE THEREOF BUT SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL THE DECLARATION SHALL BE TERMINATED. FURTHER, EACH AND EVERY PURCHASER, UNIT OWNER OR OCCUPANT, OR HOLDER OF ANY MORTGAGE OR OTHER LIEN, DOES AUTOMATICALLY AND IRREVOCABLY NAME, CONSTITUTE AND APPOINT AND CONFIRM THE DECLARANT, ITS SUCCESSORS OR ASSIGNS AS ATTORNEYS-IN-FACT FOR ANY OF THE PURPOSES SET OUT HEREIN AND IN ADDITION THERETO, FOR THE PURPOSE OF EXECUTION OF SUCH AMENDED INSTRUMENT OR INSTRUMENTS WHICH IS NECESSARY TO EFFECT THIS DECLARATION OR THE TERMS OF THIS DECLARATION. THIS POWER OF ATTORNEY AFORESAID IS EXPRESSLY DECLARED AND ACKNOWLEDGED TO BE COUPLED WITH AN INTEREST IN THE SUBJECT MATTER HEREOF AND THE SAME SHALL RUN WITH THE TITLE TO ANY AND ALL UNITS AND BE BINDING UPON THE SUCCESSORS AND ASSIGNS OF ANY OF THE FOREGOING PARTIES. FURTHER, SAID POWER OF ATTORNEY SHALL NOT BE AFFECTED BY THE DEATH OR DISABILITY OF ANY OF THE PRINCIPALS, AND IS INTENDED TO DELIVER ALL RIGHT, TITLE, AND INTEREST OF THE PRINCIPAL IN AND TO SAID POWER.

#### ARTICLE XVI

## REAL ESTATE TAXES

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

## ARTICLE XVII

### OPTION TO EXPAND THE CONDOMINIUM

**Section 1.     Reservation.** This project shall be built in phases. The Declarant hereby explicitly reserves an option until the seventh anniversary of the recording of this Declaration and any amendments hereto to add, in phases, additional units to the real estate from time to time in compliance with Section 3211 of the Act, without the consent of any unit owners or mortgagee. The right to add additional units in phases for a total of forty-eight (48) units, as set forth herein, may be terminated prior to such anniversary only upon the filing by the Declarant of an amendment to this Declaration. The Declarant expressly reserves the right to add additional units in phases to any and all portions of the real estate already described by converting the real estate to units, at different times, at any time, in any order, without limitation and without any requirement that any other real estate shall be added, converted, or withdrawn; PROVIDED, HOWEVER, that any converted real estate shall not exceed any of the areas described in the Exhibits attached hereto. There shall be no

limitations on the option to expand. The option to add additional units or not to add additional units is completely at Declarant's discretion until such time as he has turned seventy-five (75%) percent of the ownership of the units over to the Unit Owners Association.

**Section 2. Assurances.** Declarant makes no assurances as to location of buildings on convertible real estate or the location of any units on the real estate as described on the Exhibits attached hereto. At such time as the condominium is expanded and additional units are constructed, the maximum number of units per acre on the real estate as described in the Exhibits or the number of units converted on the real estate already described in the Exhibits as an aggregate will be no more than forty-eight (48). The maximum percentage in the aggregate of land and buildings and of common areas that may be created by construction or by the addition of additional units to the real estate already described, i.e., converted, if added, shall not be less than 1/48 when all 48 units are constructed. Any buildings to be constructed in the phases on the real estate as described in the exhibits and the additional units constructed during the phases of construction thereon will be compatible in quality, materials, and style with the buildings initially constructed on the land. Declarant expressly reserves the right to create Limited Common Elements on the real estate and to designate Common Elements which may be subsequently assigned as Limited Common Elements. Declarant makes no assurances as to type, size, or maximum number of Common Elements or Limited Common Elements. The allocation of percentage interest in the real estate shall be computed in accordance with the number of units constructed if and when constructed. All restrictions in this Declaration affecting the use, occupancy, and alienation of Units will apply to units created in the real estate as described on the exhibits. In the event Declarant does add additional units to the real estate as described on the exhibits, Declarant shall nevertheless have the

right to construct all or any portion of any building or buildings on the real estate described in the exhibits attached hereto and operate the same without restriction, except as set forth herein.

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

## ARTICLE XVIII

### CONVERTIBLE REAL ESTATE

**Section 1. Reservation.** The Declarant hereby explicitly reserves an option until the seventh anniversary of the recording of this Declaration and any amendments to convert all or any portion of the convertible real estate to units, Common Elements and Limited Common Elements, or any combination thereof from time to time in compliance with Section 3211 of the Act without the consent of any unit owner of mortgagee. The option to convert may be terminated prior to such anniversary only upon the filing of an amendment to this Declaration by the Declarant. The Declarant expressly reserves the right to convert any and all portions of the convertible real estate at any time, at different times, in any order, without limitation, and without any requirement that any other real estate shall be added, converted, or withdrawn; PROVIDED, HOWEVER, that the

convertible real estate shall not exceed any of the areas described in the Exhibits attached hereto. There are no other limitations on the option to convert the convertible real estate from the condominium.

**Section 2. Assurances.** If the convertible real estate is converted, the buildings on the convertible real estate will be located approximately as shown on the plats attached hereto. At such time as the convertible real estate is completely converted, the maximum number of units which may be converted on the real estate as a whole in the development will be forty-eight (48) in the aggregate. Any buildings to be constructed within the convertible real estate and units therein will be compatible in quality, materials, and style with the buildings on other portions of the property. Declarant may construct or convert certain additional structures and other amenities serving the condominium project. Any buildings within the convertible real estate will be substantially shown on the exhibits attached hereto and the recorded plats. The Declarant expressly reserves the right to create Limited Common Elements within the convertible real estate and to designate Common Elements therein which may be subsequently assigned as Limited Common Elements. The type of such elements may be attics, roofs, patios, terraces, electrical and mechanical rooms and systems, including heating and cooling apparatus, parking, commercial and recreational facilities, and all other elements which can be appropriately designated as Common Elements or Limited Common Elements or any combination thereof. The size of such elements shall be limited approximately to the same size as the existing improvements and designated areas except for any additional patios or terraces which shall not exceed the normal size for such appurtenances; the electrical and mechanical rooms and systems, including heating and cooling apparatus, shall not exceed the normal size for the same necessary to serve the property; and the parking, commercial and recreational facilities, if constructed, will not exceed the size necessary to serve the property. All restrictions in this

Declaration affecting use, occupancy, and alienation of units will apply to units created in the Convertible Real Estate. The reallocation of percentage interest in the Convertible Real Estate and the property may be recomputed from time to time. However, in the entire project all units are constructed and all additional real estate is added and/or additional units are converted the least percentage any Unit owner may possess would be 1/48 of the entire condominium project presuming there are 48 units constructed and a unit owner only owns one unit.

## ARTICLE XIX

### TERMINATION

**Section 1.** The property may be removed from the provisions of the Act by a written ratification, duly recorded, and executed by all the Unit owners, holders of all mortgages, judgments, or other liens affecting the units. Once the property has been removed, and if it is not to be sold, the former unit owners shall become tenants in common with the property as provided by the Act.

## ARTICLE XX

### INTERPRETATION

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

**ARTICLE XXI**

**SEVERABILITY**

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

**ARTICLE XXII**

**CAPTIONS**

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

**ARTICLE XXIII**

**CONFLICTS**

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

**ARTICLE XIV**

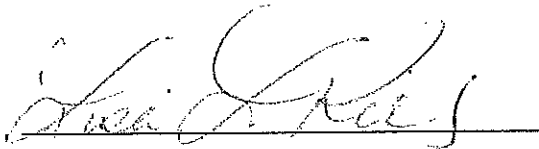
**MEMBERSHIP IN ASSOCIATIONS**

Each Unit owner shall become a member of COBBLECREEK MANOR CONDOMINIUM UNIT OWNERS ASSOCIATION, a condominium, if and when formed, being a non-profit corporation. The Board of Directors will act as a representative for the COBBLECREEK MANOR CONDOMINIUM UNIT OWNERS ASSOCIATION

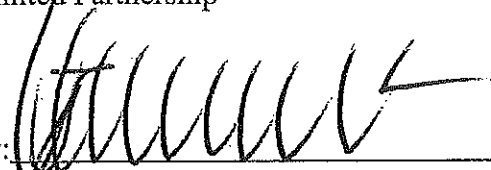
**IN WITNESS WHEREOF**, the Declarant has hereunto caused his hand and seal to be executed and affixed hereunto this 16 day of July, 2002.

ATTEST:

COBBLECREEK MANOR CONDOMINIUM  
LIMITED PARTNERSHIP, a Pennsylvania  
Limited Partnership



By:



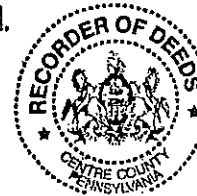
Sunrise Land Development Group, LLC,  
General Partner  
Barry Begoumian


COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF CENTRE )

On this, the day of JUL 26 2002 I hereby

CERTIFY that this document is Recorded in Record Book  
1391 Page 154 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  
Centre County  
Recorder of Deeds



**EXHIBIT "A"****PROPERTY DESCRIPTION**

**ALL** that certain tract of land situated in Ferguson Township, Centre County, PA, being Haymarket Subdivision, Lot 511R, as shown on a Plan entitled, "Haymarket Subdivision, Lot Consolidation Plan for Lot 511R (Former Lot Nos. 511 and 29R)," dated May 26, 2000, by PennTerra Engineering, Inc., State College, PA, recorded in the Centre County Courthouse in P.B. 12, pg. 30 on June 28, 2001, being bounded and described as follows:

**BEGINNING** at an iron pin, being a northerly corner of Shellers Bend (50' R/W) and lying in a southerly line of Blue Course Drive; thence along Blue Course Drive along a curve to the left, having a chord bearing of N 79° 12' 27" E, a chord distance of 164.04 feet, a radius of 903.69 feet, and an arc length of 164.26 feet to a point; thence continuing along Blue Course Drive N 74° 00' 00" E, 37.00 feet to an iron pin, lying along Blue Course Drive and being a westerly corner of Lands owned now or formerly by Randall A. Bachman, et al. (R.B. 483, pg. 73, Tax Parcel No. 24-23-25); thence along said Lands S 16° 00' 00" E, 33.32 feet to an iron pin; thence continuing along said Lands and along Lands owned now or formerly by Alan W. and Fiona C. Rae (R.B. 1095, pg. 822, Tax Parcel No. 24-23-24), along Lands owned now or formerly by Antonio and Celinda Pistone (D.B. 445, pg. 740, Tax Parcel No. 24-23-23), along Lands owned now or formerly by Antonio and Celinda Pistone (D.B. 448, pg. 444, Tax Parcel No. 24-23-22), along Lands owned now or formerly by Angelo and Vita Pistone (R.B. 1101, pg. 239, Tax Parcel No. 24-23-21), along Lands owned now or formerly by Angelo and Vita Pistone (R.B. 1101, pg. 239, Tax Parcel 24-23-20), along Lands owned now or formerly by Robert C. Melville (R.B. 796, pg. 1145, Tax Parcel No. 24-23-19), and along Lands owned now or formerly by Brent O. Veronesi and John H. Youngmark, Jr. (R.B. 792, pg. 536, Tax Parcel No. 24-23-18) along a curve to the left, having a chord bearing of S 45° 41' 20" E, a chord distance of 718.17 feet, a radius of 725.00 feet and an arc length of 751.35 feet to an iron pin, being a southerly corner of the Veronesi and Youngmark Lands and lying in a northerly line of Lands owned now or formerly by Stephen J. and Paula V. P. White (D.B. 422, pg. 267); thence along said Lands the following bearings and distances: along a curve to the right, having a chord bearing of S 59° 04' 48" W, a chord distance of 154.57 feet, a radius of 234.45 feet, and an arc length of 157.52 feet to an iron pin; thence along a curve to the left, having a chord bearing of S 54° 07' 40" W, a chord distance of 291.86 feet, a radius of 356.00 feet, and an arc length of 300.72 feet to an iron pin; thence along a curve to the left, having a chord bearing of S 27° 47' 40" W, a chord distance of 26.51 feet, a radius of 356.00 feet, and an arc length of 26.52 feet to an iron pin; thence along a curve to the right, having a chord bearing of S 43° 02' 07" W, a chord distance of 188.13 feet, a radius of 315.00 feet and an arc length of 191.05 feet to an iron pin; thence along a curve to the left, having a chord bearing of S 39° 47' 07" W, a chord distance of 195.15 feet, a radius of 277.00 feet, and an arc length of 199.43 feet to an iron pin; thence S 19° 09' 37" W, 151.86 feet to an iron pin, being a westerly corner of said Lands and lying in a northerly R/W line of Shellers Bend (50' R/W); thence along said R/W the following bearings and distance: along a curve to the right, having a chord bearing of N 23° 04' 59" W, a chord distance of 432.21 feet, a radius of 300.00 feet, and an arc length of 482.58 feet to an iron pin; thence N 23° 00' 00" E, 100.00 feet to an iron pin; thence along a curve to the left, having a chord bearing of N 16° 35' 22" E, a chord distance of 295.69 feet, a radius of 1324.19 feet, and an arc length of 296.31 feet to an iron pin; thence along a curve to the left, having a chord bearing of N 03° 05' 22" E, a chord distance of 326.86 feet, a radius of 1324.19 feet, and an arc length of 327.70 feet to an iron pin; thence N 04° 00' 00" W, 98.43 feet to an iron pin, being the place of beginning, containing 10.564 acres.

EXHIBIT "B"

Unit No.	Bldg. ID	Approx. Gross Square feet	Interest Percentage	Voting Interest
101		All units shall be	1/48	1
102		approximately	1/48	1
103		1,920 sq. ft.,	1/48	1
104		with an option to	1/48	1
105		finish the basement	1/48	1
106		and add up to an	1/48	1
107		additional 950	1/48	1
108		sq. ft.	1/48	1
109			1/48	1
110			1/48	1
111			1/48	1
112			1/48	1
113			1/48	1
114			1/48	1
115			1/48	1
116			1/48	1
117			1/48	1
118			1/48	1
119			1/48	1
120			1/48	1
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124			1/48	1
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126			1/48	1
127			1/48	1
128			1/48	1
129			1/48	1
130			1/48	1
131			1/48	1
132			1/48	1
133			1/48	1
134			1/48	1
135			1/48	1
136			1/48	1
137			1/48	1
138			1/48	1
139			1/48	1
140			1/48	1
141			1/48	1
142			1/48	1

143	1/48	1
144	1/48	1
145	1/48	1
146	1/48	1
147	1/48	1
148	1/48	1