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RECORDER OF DEEDS

**SECOND AMENDMENT TO THE DECLARATION OF CONDOMINIUM**

**OF**

**THE HAMLET AT CANTERBURY CROSSING,**

**A Condominium**

**College Township, Pennsylvania**

Pursuant to the provisions of the  
Pennsylvania Uniform Condominium Act,  
68 Pa. C.S. §3101 et. seq., as amended

**The Hamlet at Canterbury Crossing Condominium**  
**A Pennsylvania Condominium**  
**2<sup>nd</sup> Amendment of the Declaration of Condominium**

WHEREAS, by a Declaration of Condominium dated December 5, 2001 and recorded December 7, 2001 in the Office of the Recorder of Deeds for Centre County in Record Book 1304 at Page 816, S & A Custom Built Homes, Inc. (hereinafter "Declarant") caused to be created and subject to Pennsylvania's Uniform Condominium Act at 68 Pa.C.S.A Section 3101 et seq. (hereinafter "Act"), a Condominium Development known as The Hamlet at Canterbury Crossing Condominium, and

WHEREAS, pursuant to the Act at Section 3219 and Article XIV, Section 14.4 of the aforementioned Declaration, the Executive Board seeks to amend the Declaration, and

WHEREAS, pursuant to the Act at Section 3219(f) and Article XIV, Section 14.4 of the aforementioned Declaration, it is the judgment of the Executive Board of The Hamlet at Canterbury Crossing Association, Inc. that the following amendment is necessary to cure an ambiguity and to correct or supplement a provision of the Declaration that is defective, missing or inconsistent with any other provision thereof, and

WHEREAS, the Declarant Control Period has passed and the rights of the Declarant, as amended below, have vested in The Hamlet at Canterbury Crossing Association.

NOW THEREFORE, the Executive Board of the Condominium known as The Hamlet at Canterbury Crossing Association, Inc. amends the Declaration of Condominium recorded December 7, 2001 in Record Book 1304 at Page 816 by deleting Article XII entitled Declarant's Rights. In addition, the following Articles are deleted in their entirety: Article I, General Provisions; Article III, Description, Allocation and Restriction of Common Elements, Limited Common Elements, and Reserved Common Elements; Article IV, Maintenance, Repair and Replacement; Article VII, Easements; Article VIII, Assessment and Collection of Common Expenses; and Article XIV, Executive Board; and substituting in their place are the following:

**ARTICLE I. GENERAL PROVISIONS**

Section 1.1. Condominium Form of Property Ownership. The term "condominium" refers to a form of property ownership which, in effect, combines two (2) older forms of ownership. A residential Condominium Unit Owner is, at the same time, both the sole owner of the portion of a building which encloses his or her living quarters and one of many mutual owners (in legal terms, "tenants in common") of common facilities which service his or her and other living quarters and of common areas which a Unit Owner may use and enjoy along with owners of other Units. Common Elements are all portions of the Condominium which are not included

within the Units. In general, the Common Elements constitute the underlying land and those portions of the Condominium which service the units.

Each individual Unit has a share, that is, an "undivided interest", in the Common Elements, which means that all Unit Owners have a share in the ownership of all Common Elements. In The Hamlet at Canterbury Crossing Condominium, the undivided interest for each Unit is expressed as a decimal equivalent of a fraction, the numerator of which is the number of square feet of space within the Unit and the denominator of which is the total number of square feet of space contained in all Units in the Condominium. The Unit Owner has the right, subject to the terms of the Pennsylvania Uniform Condominium Act and of the Condominium Documents, to use and participate in the control of the Common Elements with the other Unit Owners. The expenses of operating and maintaining the Common Elements are allocated in proportion to each Unit's "undivided interest". The amount of these expenses is determined in annual budgets established by an Executive Board.

Section 1.2. Declarant; Property; County; Name. Declarant, the owner in fee simple of certain real property consisting of approximately 5.825 acres, more or less, situate in the Township of College, County of Centre, Commonwealth of Pennsylvania, more particularly described in Exhibit "A" which is attached hereto and made a part hereof by reference, hereby submits the real property, including all easements, rights and appurtenances thereunto belonging and the buildings and improvements erected or to be erected thereon (hereinafter collectively the "Property") to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. §3101 et seq., as amended (1993) (hereinafter the "Act") and hereby creates a condominium to be known as the "The Hamlet at Canterbury Crossing." The maximum number of Units to be constructed on the Property shall be thirty-one (31).

Section 1.3. Utilities of the Hamlet Condominium. Public water service, public sanitary sewer service and trash disposal will be provided. The Condominium Association will be responsible for public water service and trash disposal expenses. The Unit Owner will be responsible for public sanitary sewer service expenses to the Unit. Maintenance of the water and sewer lines leading to each of the Units will be the responsibility of the Unit Owner whose unit is served by such line. Electricity service and gas for heating will be provided by and will be individually metered to each Unit with the unit owner responsible for the expenses.

Section 1.4. Defined Terms. All terms defined in Section 3103 of the Act and used herein or in the Public Offering Statement, By-Laws, Rules and Regulations or Plat shall have the meanings specified in the Act. In addition, the following terms shall have the following specific meanings in this Declaration, the Public Offering Statement, By-Laws, Rules and Regulations and Plat:

"Association" means The Hamlet at Canterbury Crossing Condominium

Association, Inc. a non-profit corporation organized under the Non Profit Business Corporation Law of Pennsylvania 15 Pa. C.S.A §5101 et seq. or its successors and assigns.

"Building" means any of the single family residential structures depicted on the Plat which shall be constructed on and which shall become part of a Unit.

"By-Laws" means the document having that name and provided for by Section 3306 of the Act, as such document may be amended from time to time.

"Common Elements" means each portion of the Condominium other than conveyed with a Unit.

"Common Expenses" means the expenses or financial liabilities for the operation of the Common Elements and the Association. These include:

(i) Expenses of administration, maintenance, repair or replacement of the Common Elements;

(ii) Expenses declared to be Common Expenses by the Condominium Documents or the Act;

(iii) Expenses agreed upon as Common Expenses by the Association;

(iv) Such reasonable reserves as may be established by the Association, whether held in trust or by the Association for repair, replacement or addition to the Common Elements or any other real or personal property acquired or held by the Association.

"Condominium" means the real estate described in Section 1.2 above.

"Condominium Documents" consist of this Declaration including the Plat, the By-Laws, and the Rules and Regulations.

"Declarant" means S&A Custom Built Homes, Inc., a Pennsylvania business corporation, and its successors and assigns

"Declarant Control Period" means the time period commencing on the date a Unit is conveyed to a Unit Owner other than Declarant and ending on the earlier of:

(i) Seven (7) years after the date of the first conveyance of a Unit to a Unit Owner other than the Declarant; or

(ii) One hundred and eighty (180) days after the conveyance of seventy-five percent (75%) of the Units to Unit Owners other than the Declarant.

"Declaration" means this document and the Plat, as the same may be amended from time to time.

"Eligible Mortgage" means a first mortgage to (i) the Declarant; (ii) the Seller of a Unit; (iii) a bank, trust company, savings bank, savings and loan association, mortgage service company, insurance company, credit union, pension fund, real estate investment trust or like institutional investor or lender; and (iv) any other mortgage approved by the Executive Board, or a junior mortgage which is approved by the Executive Board. A holder, insurer or governmental guarantor of an Eligible Mortgage is referred to herein as an "Eligible Mortgagee".

"Executive Board" means the Executive Board of the Association.

"Limited Common Elements" means the portions of the Condominium designated herein or on the Plat as being Limited Common Elements. The portions of the Common Elements allocated for the exclusive use of one or more but fewer than all of the Units by the Declaration or the Act.

"Majority or Majority of Unit Owners" means the owners of more than fifty percent (50) % of the votes in the Association.

"Percentage Interest" means the undivided ownership interest in the Common Elements appurtenant to each Unit as set forth in Exhibit "B" attached hereto, as the same may be amended from time to time.

"Plat" means the Plat of "The Hamlet at Canterbury Crossing Condominium" attached hereto and made a part hereof as Exhibit "C" as the same may be amended from time to time. Said Declaration Plat, is substantially the same as the property described in the Final Land Development Plan for The Hamlet at Canterbury Crossing Condominium dated September 20, 2000, last revised December 13, 2000 as recorded in the Office of the Recorder of Deeds in and for Centre County, Pennsylvania in Plan Book 62, Page 138.

"Property" means the land and all improvements, easements, rights and appurtenances which have been submitted to the provisions of the Act by this Declaration.

"Public Offering Statement" means the current document prepared pursuant to Section 3402 of the Act as it may be amended from time to time and provided to purchasers prior to the time of execution of a binding purchase agreement.

"Reserved Common Elements" means portions of the Common Elements which the Executive Board may designate as such from time to time pursuant to Section 3.2 hereof.

"Rules and Regulations" means such rules and regulations as are promulgated by the Executive Board from time to time with respect to various details of the use of all or any portion of the Property which either supplement or elaborate upon the provisions in the Declaration or By-Laws.

"Special Declarant Rights" means Special Declarant Rights as defined in Section 3103 of the Act and such additional rights reserved for the benefit of the Declarant as set forth in the "Condominium Documents".

"Trustee" means the entity which may be designated by the Executive Board as the Trustee for the receipt, administration, and disbursement of funds derived from insured losses, condemnation awards, special assessments for uninsured losses, and other like sources as defined in the Bylaws. If no Trustee has been designated, the Trustee will be the Executive Board from time to time constituted, acting by majority vote, as executed by the president and attested by the secretary.

"Unit" means the footprint of the Building and the Building itself, as hereinbefore defined, designated for separate ownership or occupancy, the boundaries of which are described in Section 2.2 of this Declaration.

"Unit Owner" means the Declarant or other individual, corporation, trust, estate, partnership, association or other legal or commercial entity (herein "Person") who owns a Unit. Unit Owner does not include a Person having an interest in a Unit solely as security for an obligation. The Declarant is the initial owner of any Unit created by this Declaration.

### **ARTICLE III. DESCRIPTION, ALLOCATION AND RESTRICTION OF COMMON ELEMENTS, LIMITED COMMON ELEMENTS, AND RESERVED COMMON ELEMENTS**

#### **Section 3.1. Limited Common Elements.**

3.1.1. The following portions of the Common Elements are hereby designated as Limited Common Elements:

- a. Landscaping within five feet of Building footprint;

- b. Driveway serving the Unit;
- c. Sidewalks from the driveway to the Unit; and
- d. Decks.

Section 3.2. Reserved Common Elements. Reserved Common Elements are those parts of the Common Elements which the Executive Board may designate from time to time for use by less than all of the Unit Owners or non-Owners of any Units for specified periods of time, or by only those persons paying applicable fees or satisfying other reasonable charges or conditions for use as may be established by the Executive Board.

#### **ARTICLE IV. MAINTENANCE, REPAIR AND REPLACEMENT**

Section 4.1. Common Elements. The Association shall maintain, repair and replace all of the Common Elements with the exception of the Limited Common Elements which will be managed per Section 4.3 below.

4.1.1. For Common Elements, the Association's responsibilities hereunder shall include without limitation all landscape maintenance, all snow removal, leaf removal, maintenance of street and entrance signage, and maintenance, repair and replacement of all street lights and roads.

4.1.2. Common Expenses associated with the maintenance, repair or replacement of components and elements attached to, planted on, or a part of yards shall be maintained, repaired or replaced by the Association. No additional component or element may be attached without consent of the Executive Board.

Section 4.2. Units. Each Unit Owner shall maintain, repair and replace at his or her own expense, all portions of his or her Unit including the extension of the Building which is part of the Unit, except the portions thereof required by the Declaration, to be maintained, repaired or replaced by the Association. If the Unit Owner fails to maintain the exterior of the Unit in good repair or fails to maintain in a neat and orderly appearance the landscaping surrounding the perimeter of the Unit in the area designated on the Plat as a Limited Common Element, the Association shall have the right to make all repairs it deems necessary in its sole discretion or to install, replace or maintain the landscaping and charge the Unit Owner for the costs thereof.

Section 4.3. Limited Common Elements. Limited Common Elements include the driveway serving the Unit, sidewalks from the driveway to the Unit, landscaping within five feet of Building footprint, and decks. Any Common Expenses associated with the maintenance, repair or replacement of the driveway serving a Unit, or the sidewalks from the driveway to the Building footprint exclusively serving the Unit, shall be assessed against the Association. Costs to regularly seal decks and prune plants/shrubs in the limited common areas shall also be assessed against the

Association. Unit owners are responsible for expenses for the repair or replacement of decks. Owners will ensure that decks which are repaired or replaced comply with the style and color of decks throughout the Hamlet. Unit owners are also responsible for the replacement of or treatment of plants/shrubs within five feet of the Building footprint.

Section 4.4. Repairs Resulting From Negligence. Each Unit Owner will reimburse the Association for any damages to any other Unit or to the Common Elements caused intentionally, negligently or by his or her failure to properly maintain, repair or make replacements to his or her Unit or to any Limited Common Elements. The Association will be responsible for damage to Units caused intentionally, negligently or by its failure to maintain, repair or make replacements to the Common Elements. If such expense is caused by misconduct, it will be assessed following notice and hearing.

## **ARTICLE VII. EASEMENTS**

Section 7.1. Additional Easements. In addition to and in supplementation of the easements provided for by Sections 3216, 3217 and 3218 and other provisions of the Act, the Condominium shall be subject to the following easements and restrictions:

7.1.1. Utility and Other Easements. The Units and Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant (until Declarant shall have satisfied all of its obligations under any Condominium Document and all commitments in favor of any Unit Owner and the Association), the Association, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment, including security systems, as may be necessary or desirable to serve any portion of the Property. The easements provided for by this Section 7.1.1 shall include, without limitation, rights of Declarant, the Association, any providing utility, any service company and any governmental agency or authority, and any of them, to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), security systems, electrical wires, conduits and equipment and ducts and vents and any other appropriate equipment and facilities over, under, through, along and on the Units and Common Elements.. Notwithstanding the foregoing provisions of this Section 7.1.1, unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existing at the time of first conveyance of the Unit by the Declarant to a grantee other than the Declarant or so as not to materially interfere with the use or occupancy of the Unit by its occupants.

7.1.2 Declarant's Easements.



a. Declarant reserves an easement (until Declarant shall have satisfied all of its obligations under any Condominium Document and all commitments in favor of any Unit Owner and the Association) to use portions of the Common Elements and any Units owned by Declarant for construction or renovation related purposes, including the storage of tools, machinery, equipment, building materials, appliances, supplies and fixtures, and the performance of work respecting the Property.

b. Declarant reserves an easement (until Declarant shall have satisfied all of its obligations under any Condominium Document and all commitments in favor of any Unit Owner and the Association) on, over and under those portions of the Common Elements not located within the building for the purpose of maintaining and connecting drainage of surface, roof or storm water. The easement created by this subsection expressly includes the right to cut any trees, bushes or shrubbery, to grade the soil or to take any other action reasonably necessary, following which the Declarant shall restore the affected property as closely to its original condition as practicable.

7.1.3. Easement for Ingress and Egress Through Common Elements. Each Unit Owner is hereby granted an easement in common with each other Unit Owner for ingress and egress through all Common Elements, subject to such reasonable Rules and Regulations as may be imposed by the Association. Each Unit is hereby burdened with and subjected to an easement for ingress and egress through all Common Elements by persons lawfully using or entitled to the same.

7.1.4. Common Elements Easement in Favor of the Association. The Common Elements (including the Limited Common Elements) shall be and are hereby made subject to an easement in favor of the Association and the agents, employees and independent contractors thereof for the purpose of the inspection, upkeep, maintenance, repair and replacement of the Common Elements (including the Limited Common Elements)

7.1.5. Common Elements Easement in Favor of Unit Owners. The Common Elements (including the Limited Common Elements) shall be and are hereby made subject to the following easements in favor of the Units benefitted:

a. For the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, heating and air conditioning systems, electrical, telephone and other communication wiring and cables and all other utility lines and conduits which are a part of or serve any Unit and which shall pass across or through a portion of the Common Elements.

b. For the installation, repair, maintenance, use, removal and/or replacement of lighting fixtures, electrical receptacles, panel boards and other electrical installations which are a part of or serve any Unit but which encroach into a part of a Common Element

adjacent to such Unit; provided that the installation, repair, maintenance, use, removal or replacement of any such item does not unreasonably interfere with the common use of any part of the Common Elements, adversely affect either the thermal or acoustical character of the building or impair or structurally weaken the building.

7.1.6. Units and Limited Common Elements Easement in Favor of Association. The Units and the Limited Common Elements are hereby made subject to the following easements in favor of the Association and its agents, employees and independent contractors:

a. For inspection of the Units and Limited Common Elements in order to verify the performance by Unit Owners of all items of maintenance and repair for which they are responsible;

b. For inspection, maintenance, repair and replacement of the Common Elements or the Limited Common Elements situated in or accessible from such Units or Limited Common Elements, or both; and

c. For correction of emergency conditions in one or more Units or Limited Common Elements, or both, or casualties to the Common Elements, the Limited Common Elements and/or the Units. In case of an emergency, no request or notice is required and the right of entering shall be immediate with such force as is apparently necessary to gain entrance, whether or not the Unit Owner is present at the time.

7.1.7. Record Easements. The Condominium is subject to those additional record easements and title exceptions as shown on the Plat.

## **ARTICLE VIII. ASSESSMENT AND COLLECTION OF COMMON EXPENSES**

Section 8. 1. Apportionment of Common Expenses. All Common Expenses shall be allocated equally against all Units.

Section 8.2. Capital Payment. For initial purchases, Declarant, as agent for the Executive Board shall collect from each initial purchaser at the time of settlement an "initial capital payment" equivalent to twice the estimated monthly assessment for Common Expenses for such purchaser's unit. The Declarant shall deliver the funds so collected to the Association to provide the necessary working capital for the Unit Owners Association.

For subsequent purchases, not from the Declarant, the Property Management Company shall collect from each subsequent purchaser at the time of settlement an "initial capital payment" equivalent to twice the monthly assessment for Common Expenses for such purchaser's unit. The Property Management Company shall deliver the funds so collected to the Association to provide the necessary working capital for the Unit Owners Association. Such funds may be used for certain

prepaid items, initial equipment, supplies, organizational costs and other start-up costs and for such other purposes as the Executive Board shall determine.

Section 8.3. Reserves for Replacement. Each annual budget for monthly assessments of Common Expenses shall include an amount reasonably considered by the Executive Board to be sufficient as a reserve for replacements and contingencies. If the reserves are inadequate for any reason, including non-payment of any Unit Owner's assessment, the Executive Board may at any time levy a further assessment, which shall be assessed equally against the Unit Owners and which may be payable in a lump sum or in installments as the Executive Board may determine. The Executive Board shall serve notice of such further assessment on Unit Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall, unless otherwise specified in the notice, become effective with the next monthly payment which is due more than ten (10) days after delivery of such notice of further assessment. All Unit Owners so notified shall be obligated to pay the adjusted monthly amount or, if such further assessment is not payable in installments, the amount of such assessment. Such assessment shall be a lien as provided hereinafter.

Section 8.4. Common Expenses Attributable to Fewer than All Units.

- a. Any Common Expense for services provided by the Association to an individual Unit at the request of the Unit Owner shall be assessed against the Unit which benefits from such service
- b. Any insurance premium increase attributable to a particular Unit by virtue of activities in or construction of the Unit shall be assessed against that Unit.
- c. An assessment to pay a judgment against the Association may be made only against the Units in the Condominium at the time the judgment was entered in proportion to their Common Expense liabilities.
- d. If a Common Expense is caused by the misconduct of a Unit Owner, the Association may assess that expense exclusively against that Unit Owner's Unit.
- e. Fees, charges, late charges, fines, collections, costs and interest charged against a Unit Owner pursuant to the Declaration, the By-Laws and the Act are enforceable as Common Expense assessments

Section 8.5 Lien.

- a. The Association has a lien on a Unit for an assessment levied against a Unit or fines imposed against its Unit Owner from the time the assessment or fine becomes due.

Fees, charges, late charges, fines and interest charges pursuant to the Act and the Declaration and the By-laws are enforceable as assessments under this section. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.

b. A lien under this section is prior to all other liens and encumbrances on a Unit except:

(1) a lien and encumbrance recorded before the recordation of the Declaration;

(2) a first mortgage on the Unit recorded before the date on which the assessment sought to be enforced became delinquent; and

(3) liens for real estate taxes and other governmental assessments or charges against a Unit. A lien under this section is also prior to all mortgages described in Article X to the extent of the Common Expense assessments based on the periodic budget adopted by the Association pursuant to Section 8.6 of this Article which would have become due in the absence of acceleration during the six (6) months immediately preceding institution of an action to enforce either the Association's lien or a security interest described in subsection 2 of this Section 8.5. This subsection does not affect the priority of mechanics or materialmen's liens or the priority of a lien for other assessments made by the Association. A lien under this section is not subject to the provision of dower or curtesy or other exemptions excluded in subsection 3315(b) of the Act.

c. Recording of the Declaration constitutes record notice and perfection of the lien. Further recording of a claimant lien for assessment under this section is not required.

d. A lien for an unpaid assessment is extinguished unless proceedings to enforce a lien are instituted within three (3) years after the full amount of the assessment becomes due; provided, that if an owner of a Unit subject to a lien under this section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.

e. This section does not prohibit an action to recover sums for which subsection (a) of this section creates a lien or prohibit the Association from taking in lieu of foreclosure.

f. A judgment or decree in any action brought under this section shall include costs and reasonable attorney's fees for the prevailing party.

g. A judgment or decree in an action brought under this section is enforceable by execution under the Commonwealth of Pennsylvania statute on judgment executions.

h. The Association lien must be foreclosed as a mortgage, or as a lien is foreclosed under the Commonwealth of Pennsylvania nonjudicial foreclosure proceedings.

i. In any action by the Association to collect assessments or to foreclose a lien for unpaid assessments, the court may appoint a receiver of the Unit Owner to collect all sums alleged to be due from that Unit Owner prior to or during the pendency of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pendency of the action. To the extent of the Association's Common Expense assessments based on a periodic budget adopted by the Association pursuant to Section 8. 6 of this Declaration.

j. If a holder of a first or second mortgage on a Unit forecloses that security interest, the purchaser at the foreclosure sale is not liable for any unpaid assessments against that Unit which came due before the sale, other than the assessments which were prior to that mortgage under subsection 8 5(b)(2) of this Declaration. Any unpaid assessments not satisfied from the proceeds of the sale become Common Expenses collectible from all the Unit Owners including the purchaser.

k. In the case of foreclosure under Commonwealth of Pennsylvania non judicial foreclosures, the Association shall give reasonable notice of its action to each of the lien holders of a Unit whose interest would be affected.

l. Any payments received by the Association in discharge of a Unit Owner's obligation may be applied to their oldest balance due.

Section 8.6. Budget Adoption and Ratification. Within thirty (30) days after adoption of the proposed budget for the Condominium, the Executive Board shall provide a summary of the budget to each Unit Owner, and shall set a date for a meeting of the Unit Owners to consider ratification of the budget not less than fourteen (14) nor more than thirty (30) days after mailing of the summary.. Unless at that meeting a majority of all Unit Owners rejects the budget, the budget is ratified whether or not a quorum is present. If the proposed budget is rejected the periodic budget last ratified by the Unit Owners continues until the Unit Owners ratify a budget proposed by the Executive Board.

Section 8.7. Ratification of Non Budgeted Common Expense Assessments. If the Executive Board votes to levy a Common Expense assessment not included in the current budget other than one enumerated in Section 8.4(a) of this Declaration in an amount greater than fifteen percent (15%)

of the current annual operating budget, the Executive Board shall submit such Common Expense to Unit Owners for ratification in the same manner as the budget under Section 8.6.

Section 8.8. Certificate of Payment of Common Expense Assessments. The Association upon written request shall furnish to a Unit Owner a statement in recordable form setting out the amount of unpaid assessments against a Unit. The statement shall be furnished within ten (10) days after receipt of the request and is binding on the Association Executive Board and each Unit Owner.

Section 8.9. Monthly Payment of Common Expenses. All Common Expenses assessed under Sections 8.1 and 8.4 of this Declaration shall be due and payable monthly on the first day of the month for the current month's assessment.

Section 8.10. Acceleration of Common Expense Assessments. In the event of default for a period of ten (10) days by any Unit Owner in the payment of any Common Expense assessment levied against his or her Unit, the Executive Board shall have the right after notice and hearing to declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable.

Section 8.11. Commencement of Common Expense Assessments. Common Expense assessments shall begin on the first day of the month in which conveyance of the first Unit to a Unit Owner other than the Declarant occurs.

Section 8.12. No Waiver of Liability for Common Expenses. No Unit Owner may exempt himself or herself from liability or for payment of the Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit against which the assessments are made.

Section 8.13. Personal Liability of Unit Owners. The Unit Owner of a Unit at the time a Common Expense assessment or a portion thereof is due and payable, is personally liable for the assessment. Personal liability for the assessment shall not pass to a successor in title to the Unit unless he or she agrees to assume the obligation.

## **ARTICLE XIV     EXECUTIVE BOARD OF THE ASSOCIATION**

Section 14.1. Powers of Executive Board. The Executive Board of the Association shall possess all of the duties and powers granted to the Executive Board by the Act.

Section 14.2. Composition of Executive Board. The Executive Board shall consist of five (5) members who shall be elected at Annual Meetings of Association members. Each Executive Board member shall hold office pursuant to the provisions relating thereto in the By-Laws. The Executive Board shall elect the officers. The Executive Board members and officers shall take office upon election.

Section 14.3. Removal of a Board Member. Notwithstanding any provision of this Declaration or the By-Laws to the contrary, following notice under Section 3308 of the Act, the Unit Owners, by a two-thirds (2/3) vote of all persons present and entitled to vote at a meeting of the Units Owners at which a quorum is present, may remove a member of the Executive Board with or without cause.

Section 14.4. Disputes. In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any questions of interpretation or application of the provisions of this Declaration (including the Plat), the By-Laws or the Rules and Regulations, the ultimate determination with respect thereto by the Executive Board following an appeal to such Executive Board from the Association body making a determination in the first instance shall be final and binding on each and all such Unit Owners. The Executive Board shall have the authority to seek a declaratory judgment or other appropriate judicial relief or offer to assist it in carrying out its responsibilities under this Section 14.4. All costs of obtaining such a judgment shall be borne by the disputants or, in the absence of disputants, by the Association as a Common Expense.

Section 14.5. Amendments to the Condominium Documents. The Condominium Documents may be amended only in accordance with the Act and the Condominium Declaration and By-Laws. Notwithstanding any other provisions of this Declaration to the contrary, if any amendment is necessary in the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provisions of the Condominium Documents that are defective, missing or inconsistent with any other provisions thereof, or if such amendment is necessary to conform to the requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Veterans Administration or other secondary mortgage market lenders, guarantors or insurers with respect to condominium projects, then at any time and from time to time the Executive Board may effect an appropriate corrective amendment without the approval of the Unit Owners or the holders of any liens on all or any part of the Property, upon receipt by the Executive Board of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this sentence. Each amendment of the type described in this Section 14.5. shall be effective upon the recording of an appropriate instrument setting forth the amendment and its due adoption, which instrument has been executed and acknowledged by one or more officers of the Executive Board.

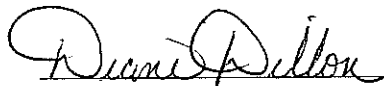
Section 14.6. Abating and Enjoining Violations by Unit Owners. The violation of any Rules and Regulations adopted by the Executive Board, the breach of any provision contained in the By-Laws or the breach of any provision of this Declaration or the Act by a Unit Owner shall give the Executive Board and any aggrieved Unit Owner the right, in addition to any other rights to which it may be entitled, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

NOW THEREFORE, all other terms and conditions of The Hamlet at Canterbury Crossing Condominium Declaration as originally dated December 5, 2001 and filed December 7, 2001 in Record Book 1304 at Page 816, and later amended on April 22, 2004, are not modified by this Amendment and shall remain in full force and effect.

In accordance with Article XV of the Declaration, more than 67% of Unit Owners voted in favor of this Amendment. Also, in accordance with Article X of the Declaration, requests were made in writing to holders of first mortgages of Units to cast a vote on this Amendment. No votes were received. Therefore, the undersigned Executive Board Members of the Hamlet at Canterbury Crossing Condominium representing the Unit Owners hereby create this 2<sup>nd</sup> Amendment to The Hamlet at Canterbury Crossing Condominium Declaration.



Gary Wiest, President



Diane Dillon, Secretary



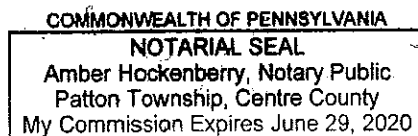
COMMONWEALTH OF PENNSYLVANIA }

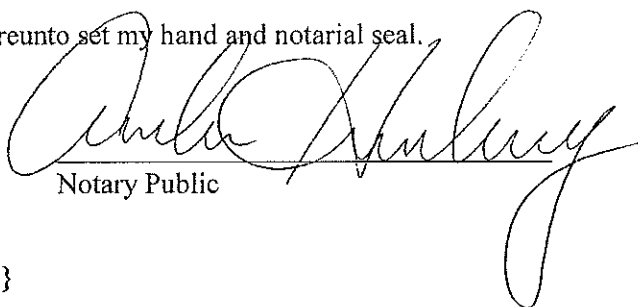
} SS:

COUNTY OF CENTRE }

On this 13<sup>th</sup> day of December, 2016, before me, a notary public, the undersigned officer, personally appeared Gary Wiest, President of Hamlet at Canterbury, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within indenture, and acknowledged that he executed the same for the purpose therein contained.

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



  
Notary Public

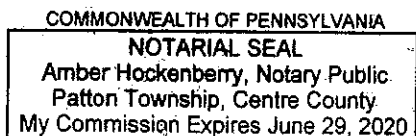
COMMONWEALTH OF PENNSYLVANIA }

} SS:

COUNTY OF CENTRE }

On this 13<sup>th</sup> day of December, 2016, before me, a notary public, the undersigned officer, personally appeared Diane Dillon, Secretary of Hamlet at Canterbury, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within indenture, and acknowledged that he executed the same for the purpose therein contained.

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



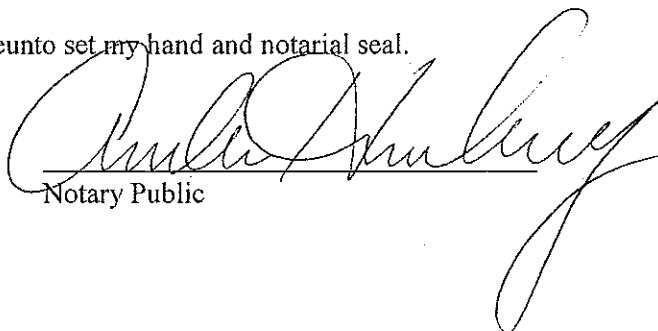
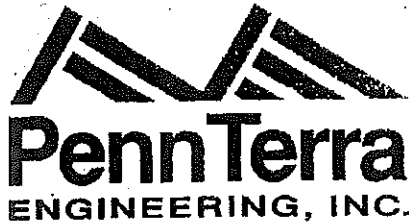
  
Notary Public

EXHIBIT "A"

Property Description



2041 Cato Avenue  
State College, PA 16801  
Phone: (814) 231-8285  
Fax: (814) 237-2308

#### LEGAL DESCRIPTION

##### The Hamlet at Canterbury

All that certain tract of land situated in College Township, Centre County, PA, being The Hamlet, as shown on the Plan entitled, "The Hamlet at Canterbury, Record Plan, Final Land Development Plan", dated September 20, 2000 by PennTerra Engineering, Inc., State College, PA, being bounded and described as follows:

Beginning at an iron pin, lying in a northerly R/W line of Scenery Drive (Var. R/W) and being an easterly corner of lands owned now or formerly by William A. & Leone M. Gettig (R.B. 806, Pg. 506); thence along said lands, N 24° 43' 51" W, 425.95 feet to an iron pin, being a northerly corner of said lands and a southerly corner of lands owned now or formerly by Centre Hills Country Club (D.B. 431, Pg. 20); thence along said lands, N 67° 20' 20" E, 333.71 feet to an iron pin; thence continuing along said lands, N 54° 00' 00" E, 287.12 feet to an iron pin; thence continuing along said lands, S 70° 46' 40" E, 150.00 feet to an iron pin, being an easterly corner of said lands and lying in a westerly R/W line of Scenery Drive (Var. R/W); thence along said R/W, along a curve to the right, having a chord bearing of S 27° 45' 20" W, a chord distance of 620.67 feet, a radius of 750.00 feet, and an arc distance of 639.91 feet to an iron pin; thence continuing along said R/W, N 24° 19' 20" W, 5.14 feet to an iron pin; thence continuing along said R/W, along a curve to the right, having a chord bearing of S 66° 59' 12" W, a chord distance of 230.87 feet, a radius of 447.71 feet, and an arc distance of 233.51 feet to an iron pin, being the place of beginning, containing 5.825 acres.

Said property is subject to an existing 20' utility/access easement along its northerly boundary, a 20' utility easement along its southerly boundary, a 20' sanitary easement traversing through said property, and a 20' drainage easement traversing through said property, as shown on the above-mentioned plan.

Prepared: 11/7/00  
NG/mac  
L/Hamlet

# EXHIBIT "B"

## Percentage Interest of Unit

<u>Unit</u>	<u>Type</u>	<u>Size</u>	<u>Percentage Interest</u>	<u>No. Votes</u>
1	B1	2349	.0322	1
2	B1	2349	.0322	1
3	B1	2349	.0322	1
4	B1	2349	.0322	1
5	A1	2360	.0324	1
6	A1	2360	.0324	1
7	B1	2349	.0322	1
8	B1	2349	.0322	1
9	B1	2349	.0322	1
10	B1	2349	.0322	1
11	B1	2349	.0322	1
12	A1	2360	.0324	1
13	B1	2349	.0322	1
14	B1	2349	.0322	1
15	B1	2349	.0322	1
16	B1	2349	.0322	1
17	A1	2360	.0324	1
18	B1	2349	.0322	1
19	A1	2360	.0324	1
20	A1	2360	.0324	1
21	B1	2349	.0322	1
22	B1	2349	.0322	1
23	A1	2360	.0324	1
24	A1	2360	.0324	1
25	A1	2360	.0324	1
26	A1	2360	.0324	1
27	B1	2349	.0322	1
28	B1	2349	.0322	1
29	B1	2349	.0322	1
30	A1	2360	.0324	1
31	B1	<u>2349</u>	<u>.0322</u>	<u>1</u>
Total		72,940	100%	31

Size = Square Feet of Unit

Percentage Interest = Square Feet of Unit divided by total Square Feet

EXHIBIT "C"

Plat of Condominium

