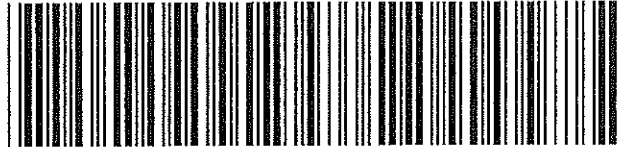


Centre County  
Recorder Of Deeds

414 Holmes Street Suite 1  
Bellefonte, PA 16823  
814-355-6801



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R02241/0351      10 pages

Instrument # 364

Header Page

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Return To:

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WEYANDT & MCCORMICK  
122 E HIGH STREET  
BELLEFONTE PA 16823



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*Joseph J. Viorio*  
RECORDER OF DEEDS

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**AMENDMENT TO THE DECLARATION  
OF PENNS MANOR CONDOMINIUM  
POTTER TOWNSHIP, CENTRE COUNTY, PENNSYLVANIA**

**BACKGROUND**

- A. The Penns Manor Condominium is a condominium located in Potter Township, Centre County, Pennsylvania.
- B. A Declaration of Condominium was filed on April 16, 2001, and recorded in Centre County Record Book 1223, page 827.
- C. The original Declarant was Torron Group, L.P.
- D. The Condominium is now controlled by the Penns Manor Condominium Association.
- E. At the time of the filing of the Declaration, the Declaration did not specify insurance coverage of the common area.
- F. The Association desires to amend the Declaration to include provisions relating to the insurance coverage of the common area.

G. On February 12, 2019, notice of the proposed amendment was sent to all unit owners and the amendment was approved by the owners of more than 67% of the units.

H. On February 12, 2019, a letter along with the proposed amendment was sent to the holders of all mortgages that encumber the units in the Penns Manor Condominium, and directed the mortgage holders to either signify their consent or objection to the proposed amendment within 45 days, and more than 50% of such mortgage holders signified their consent, either expressly or by implication.

NOW, THEREFORE, intending to be legally bound, and with the assent of at least 67% of the current unit owners, the Association declares as follows:

1. The Declaration is amended to add the following Articles:

### **XIII. INSURANCE**

Section 13.1 Coverage. To the extent reasonably available, the Executive Board shall obtain and maintain insurance coverage as set forth in this Article. If such insurance is not reasonably available, and the Executive Board determines that any insurance described herein will not be maintained, the Executive Board shall cause notice of that fact to be hand delivered or be sent prepaid by United States mail to all Unit Owners and Eligible Mortgagees at their respective last known addresses.

## Section 13.2 Property Insurance.

The specifications for insurance are set forth in this section:

### 13.2.1. Property Insurance Covering:

A. The project facilities, which term means all Buildings on the property, including the Units and all fixtures, equipment and any improvements and betterments whether a part of the Unit or a Common Element, and such personal property of Unit Owners as is normally insured under building coverage, but excluding land, excavations, portions of foundations below the under surface of the lowest basement floors, underground pilings, piers, pipes, flues and drains and other items normally excluded from property policies; and

B. All personal property owned by the Association.

13.2.2 Amounts. The project facilities for an amount (after application for any deductions) equal to at least ninety (90%) percent of their actual cash value at the time the insurance is purchased and at each renewal date personal property owned by the Association for an amount equal to its actual cash value.

The Executive Board is authorized to obtain appraisals periodically for the purpose of establishing said replacement costs of the project facilities and the actual cash value of the personal property and the cost of such appraisals shall be a Common Expense.

13.2.3 Risks Insured Against. The insurance shall afford protection against all risks of direct physical loss commonly insured against.

13.2.4 Other Provisions. Insurance policies required by this Section shall provide that:

- a. The insurer waives the right to subrogation under the policy against a Unit Owner or member of the household of Unit Owner;
- b. An act or omission by a Unit Owner, unless acting within the scope of the Unit Owner's authority on behalf of the Association will not void the policy or be a condition to recovery under the policy;
- c. If, at the time of a loss under the policy, there is other insurance in the name of the Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance;
- d. Loss must be adjusted within the Association;
- e. Insurance proceeds must be paid to any insurance trustee designated in the policy for the purpose, and in the absence of such designation to the Association, in either case to be held in trust for each Unit Owner and each Unit Owner's Mortgagee.
- f. The insurer may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or a non-renewal has been mailed to the Association, each Unit Owner and each holder of a mortgage to whom a

certificate or memorandum of insurance has been issued at their respective last known addresses; and

g. The name of the insured shall be substantially listed as follows: Penns Manor Condominium Association, for the use and benefit of the individual Unit Owners.

Section 13.3 Liability Insurance. Liability Insurance, including medical payments insurance, in an amount determined by the Executive Board, but in no event less than One Million (\$1,000,000.00) Dollars covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements, Limited Common Elements, and the activities of the Association.

Section 13.3.1 Other Provisions. Insurance policies carried pursuant to this Section shall provide that:

a. Each Unit Owner is an insured person under the policy with respect to liability arising out of the Unit Owner's Percentage Interest in the Common Elements, Limited Common Elements or membership in the Association.

b. The insurer waives the right to subrogation under the policy against any Unit Owner or member of the household of Unit Owner.

c. An act or omission by any Unit Owner, unless acting within the scope of the Unit Owner's authority on behalf of the Association, will not void the policy or be a condition to recovery under the policy.

d. If, at the time of a loss under the policy, there is other insurance in the name of the Unit Owner covering the same residence covered by the policy, the policy of the Association provides primary insurance.

Section 13.4 Unit Owner Policies. An insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for his or her own benefit.

Section 13.5 Workers Compensation Insurance. The Executive Board shall obtain and maintain Workers Compensation Insurance, if applicable, to meet the requirements of the laws of the Commonwealth of Pennsylvania.

Section 13.6 Directors and Officers Liability Insurance. The Executive Board may obtain and maintain Directors and Officers Liability Insurance if available, covering all of the directors and officers of the Association in limits as the Executive Board may from time to time determine. The Executive Board shall obtain insurance to satisfy the indemnification obligation of the Association and all Unit Owners set forth above, if and to the extent available at reasonable cost.

Section 13.7 Other Insurance. The Association may carry other insurance which the Executive Board considers appropriate to protect the Association or the Unit Owners.

Section 13.8 Premiums. The premiums from any insurance policy obtained by the Executive Board shall be a Common Expense. The premiums from any insurance policy obtained by the Unit Owner for his or her own benefit shall be the Unit Owner's expense.

Section 13.9 Duty to Restore. The portion of the Condominium for which insurance is required by this Declaration, the By-Laws or Section 3312 of the Act that is damaged or destroyed must be repaired or replaced promptly by the Association unless:

13.9.1 The Condominium terminated; or

13.9.2 Repair or replacement would be illegal under state statute or municipal ordinance governing health or safety; or

13.9.3 Eighty (80%) percent of the Unit Owners, including each Owner of a Unit or assigned Limited Common Element that will not be rebuilt, vote not to rebuild.

Section 13.10 Deductible. Where a loss is experienced jointly by a common element and a unit, the deductible will be paid equally by the association and the unit owner. Where a loss is experienced by one unit, the deductible will be paid by



that unit owner. Where a loss is experienced by more than one unit, the deductible will be paid on a pro-rata basis by the owners of all involved units and, if also involving common elements, by the association.

Section 13.11 Plans. The property must be repaired and restored in accordance with either the original plans and specifications or other plans and specifications which have been approved by the Executive Board, a majority of the Unit Owners, and fifty-one (51%) percent of Eligible mortgagees.

Section 13.12 Replacement of Less than Entire Property.

13.12.1 The Insurance proceeds attributable to the damaged Property shall be used to restore the damaged Property to a condition compatible with the remainder of the Condominium;

13.12.2 Except to the extent that other persons would be distributees:

a. the insurance proceeds attributable to a Unit and Limited Common Elements that are not rebuilt must be distributed to the Owner of the Unit and the Owner of the Unit to which the Limited Common Elements were allocated or to lien holders as their interest may appear: and

b. The remainder of the proceeds must be distributed to each Unit Owner or lien holder as their interests may appear in proportion to the Common Element Interests of all the units.

2. Except as specifically amended hereby, the Declaration shall remain in full force and effect, and all terms used herein shall have the meaning set forth and shall be interpreted in accordance with the Declaration.

3. In accordance with Section 3219(a) of the Pennsylvania Uniform Condominium Act, the President of the Association executes this Amendment to add these Articles to the Declaration.

IN WITNESS WHEREOF, the Penns Manor Condominium Association has  
executed this Agreement on this 25 day of October, 2019,  
having certified that at least 67% of its unit owners have approved the  
Amendment.

PENNS MANOR CONDOMINIUM

By: Kenneth J. Cromwell

COMMONWEALTH OF PENNSYLVANIA

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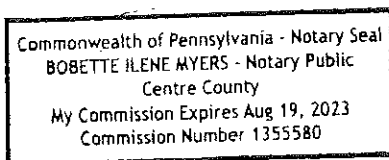
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COUNTY OF CENTRE

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On this, the 25 day of October, 2019, before  
me, a Notary Public, personally appeared Ken Cromwell, who  
acknowledged himself/herself to be the President of Penns Manor Condominium  
Association, and in that capacity, being authorized to do so, executed the foregoing  
instrument for the purposes therein contained by signing the name of Penns Manor  
Condominium, by himself/herself as the President.

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



Bobette Ilene Myers