

BY-LAWS, RULES AND REGULATIONS

(TO BE GIVEN TO ALL BUYERS)



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Joseph L. Davidson
CENTRE COUNTY RECORDER OF DEEDS

BY-LAWS, RULES AND REGULATIONS OF WILTREE CONDOMINIUM UNIT OWNERS ASSOCIATION

(Pennsylvania No Stock Non-Profit Corporation)

ARTICLE 1. GENERAL

1.1 The Name: The name of the corporation shall be the WILTREE CONDOMINIUM UNIT OWNERS ASSOCIATION, a Condominium Unit Owner's Association, a non-profit corporation, hereinafter referred to as "the Association".

1.2 The Principal Office: The principal office of the corporation shall be at 2790 West College Avenue, Suites 500-800, State College, PA 16801 or at such other place as may be subsequently designated by the Executive Board of Directors.

1.3 Identify: The By-Laws, and Rules and Regulations are established pursuant to the Pennsylvania Uniform Condominium Act, Act No. 1800-82 found at 68 Pa.C.S.A. Section 3101 et seq., for the purpose of administering, operating and managing the WILTREE CONDOMINIUM UNIT OWNERS ASSOCIATION, a Condominium Homeowner's Association.

1.4 Definition: As used herein the term "corporation" shall be the equivalent of Association, and all other words as used herein shall have the same definitions as attributed to them in the Declaration of Condominium of WILTREE TOWNHOME DEVELOPMENT, a Condominium. If any definition in the Declaration conflicts with a definition in the Pennsylvania Statutes, the definition in the Declaration shall prevail and govern the interpretation of this document.

ARTICLE 2. MEMBERSHIP AND VOTING PROVISIONS

2.1 Membership: Membership in this Association shall be limited to owners of units in the condominium as described in the Articles of Incorporation of the Association, which may

be in any one of the buildings already constructed or in any one of the buildings which may be constructed within the entire condominium complex. If unit ownership is vested in more than one person or entity, all of the persons or the entity owning a unit shall be eligible to hold office and attend meetings; but, as hereinafter indicated, the vote of a unit shall be cast by the "voting member". If unit ownership is vested in a corporation, the corporation may designate an individual officer or employee as its voting member. Developer, or their assignee, nominee, designee or successor, as an owner of unsold units, shall be deemed a member of this corporation.

2.2 Voting:

a. The owner of each unit shall be entitled to one (1) vote. If an owner owns more than one unit, he shall be entitled to one (1) vote for each unit owned. The vote of a unit shall not be divisible.

b. Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting in which a quorum shall be present, shall be binding upon all unit owners for all purposes, except where otherwise provided By-Law, in the Declaration, the Articles of Incorporation or in these By-Laws; and as used in these By-Laws, the Articles of Incorporation or the Declaration, the term "majority of the members" shall mean those unit owners having more than fifty (50%) percent of the total authorized votes of all unit owners present, in person or by proxy and voting at any meeting of the unit owners at which a quorum shall be present.

2.3 Quorum: Unless otherwise provided in these By-Laws, the presence in person or by proxy of a majority of unit owners shall constitute a quorum.

2.4 Proxies: Votes may be cast in person or by proxy. All proxies shall be in writing, signed by the person entitled to vote, and shall be filed with the Secretary of the Association, prior to, or at, the meeting at which they are to be used, and shall be only effective for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the first meeting for which it was given. Every proxy shall be revocable at any time, at the pleasure of the unit owner executing it. Where a unit is jointly owned by husband and wife, and they have not designated one of themselves as a voting member, a proxy must be signed by both, in order to designate a third party as proxy.

2.5 Designation of a Voting Member: If a unit is owned by one person, his right to vote shall be established by the record title to the unit. If a unit is owned by a corporation, it shall designate the officer or employee entitled to cast the unit's vote, by executing a certificate to be filed with the Secretary of the Association, signed by its President or Vice-President, and attested to by its Secretary or Assistant Secretary. The person designated in such certificate shall be known as the voting member. If, for a unit owned by more than one person, , the following provisions are applicable:

- a. They may, but they shall not be required to, designate a voting member;
- b. If they do not designate a voting member, and both are present at a meeting

and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting;

c. Where they do not designate a voting member, and only one is present at the meeting, the person present may cast the unit's vote.

2.6 Limitation on Right to Vote: Each member has an obligation to pay monthly maintenance assessment and may be obligated to pay a special assessment. The corporation has the responsibility and obligation to make and collect the assessments. If, at the time of any meeting of the membership, any member is more than thirty (30) days delinquent in the payment of any assessment, subject to the discretion of the Executive Board of Directors, he shall not be entitled to vote until all assessments, whether general, special, or regular, are paid in full. The Treasurer, or such other person or entity charged with the responsibility of collecting assessments, shall, at the commencement of any meeting, certify to the person conducting the meeting which units are current in the payment of all assessments are therefore eligible to vote.

ARTICLE 3. MEMBERSHIP AND MEETINGS

3.1 Place: All meetings of the membership shall be held at such place or places as shall be designated by the Executive Board and stated in the notice of the meeting.

3.2 Notices: It shall be the duty of the Secretary to send by regular mail or deliver a notice of each annual and special meeting to each owner and to post a copy of said notice in a conspicuous place on the property at least fourteen (14) days but not more than sixty (60) days prior to such meeting. Notice of any meeting shall list the time, place, and purpose thereof. All notices shall be mailed to or served at the address of the owner as it appears on the books of the corporation. Proof of posting, delivery, or mailing of the notice, shall be given by the person serving the notice if requested and shall deliver the post office certificate of mailing if requested.

3.3 Annual Meeting: The annual meeting for the purpose of electing directors and transacting any authorized business shall be held at 7:30 p.m. Eastern Standard Time on the 1st day of September, of each year, or such other time as shall be selected by the Executive Board of Directors. At the annual meeting, the members shall elect an Executive Board by plurality vote (cumulative voting prohibited), and shall transact such other business as may be properly brought before the meeting.

3.4 Special Meetings: Special meetings of the members for any purpose, unless otherwise prescribed by statute, may be called by the President or shall be called by the President or Secretary at their request, in writing, of a majority of the Executive Board of Directors or at the request, in writing, of voting members representing 40 percent of the total number of units. Such request shall state the purpose of the proposed meeting. Business transacted at all special meetings shall be confined to the subject stated in the notice of the meeting.

3.5 Adjourned Meeting: If any meeting of members cannot be organized because a quorum is not present, either in person or by proxy, the meeting shall be adjourned from time to time, until a quorum is present.

3.6 Order of Business: The order of business at the annual member's meetings in as far as practical and other members' meetings, shall be:

- a. Called to order by President.
- b. Calling of the roll and certifying of proxies, if any.
- c. Proof of notice of the meeting or waiver of notice.
- d. Reading and disposal of any unapproved minutes.
- e. Reports of officers.
- f. Reports of committees.
- g. Appointment of inspectors of election.
- h. Determination of number of directors.
- i. Election of directors.
- j. Unfinished business.
- k. New business.
- l. Adjournment.

3.7 Minutes of Meetings: The minutes of all meetings of unit owners shall be kept in a book available for inspection by unit owners or their authorized representative, and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than three (3) years.

ARTICLE 4. DIRECTORS

4.1 Membership: The affairs of the Association shall be managed by an Executive Board of Directors of not less than three (3) nor more than ten (10) directors, the exact number to be determined from time to time upon a majority vote of the membership. All directors shall be unit owners or spouses of unit owners; or, in the case of a partnership unit owners shall be members or employees (or their spouses) of such partnerships; or in the case of corporate unit owners, shall be directors, officers, stockholders or employees (or their spouses), of such corporation; or in the case of a fiduciary unit owner, shall be fiduciaries or their beneficiaries (or directors, officers, stockholders or employees of a corporate fiduciary (or their spouses), or their corporate beneficiary, or partners or employees (or their spouses) of a partnership fiduciary. No director shall continue to serve on the Board after he ceases to be a unit owner or an interested party in a unit owner as specified in the preceding sentence. The above provisions to this subsection shall not apply to directors elected by the Developer in accordance with subsections hereinafter set out.

4.2 Election of Directors: Election of directors shall be conducted in the following manner:

- a. Election of directors shall be held at the annual members' meeting.
- b. A nominating committee of three members may be appointed by the Executive Board of Directors not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate one (1) person for each director then serving. Nominations for additional directorships created at the meeting shall be made from the floor and other nominations may be made from the floor.
- c. The election shall be by ballot (unless dispensed with by unanimous consent), and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.
- d. At any time after a majority of the Executive Board is elected by members other than the Developer of the condominium, at any duly convened regular or special meeting of the members at which a quorum is present, any one or more of the directors may be removed, with or without cause, by the affirmative vote of the voting members casting not less than two-thirds of the total votes present at said meeting. A successor may then and there be elected to fill any vacancy created. Should the membership fail to elect a successor, the Executive Board may fill the vacancy in the manner provided below.
- e. If the office of any director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining directors, though less than a quorum, shall choose a successor who shall hold office for the balance of the unexpired term of office. The election held for the purpose of filling such vacancy may be held at any regular or special meeting of the Executive Board. The Developer or any person who is a unit owner may be an officer and/or director.
- f. Any director may resign at any time by sending written notice of such resignation to the office of the corporation, addressed to the President or Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary. Commencing with the organizational meeting of any newly elected Executive Board, more than three (3) consecutive absences, unless excused by the resolution of the Executive Board, shall automatically constitute a resignation from the Executive Board. The transfer by a director of title to this unit shall, effective as of the date of title transfer, automatically constitute a resignation from the Executive Board. No member shall continue to serve on the Executive Board should he be more than thirty (30) days delinquent in the payment of any assessment. Such delinquency, shall automatically constitute a resignation from the Executive Board. All these regulations are self-operating and shall become effective immediately, upon the happening of the event or the passage of the time provided for herein.
- g. Until a majority of the directors are elected by the members other than the Developer of the condominium, neither the first directors of the Association or any directors replacing them nor any directors named by the Developer, shall be subject to removal by

members other than the Developer. The first director and directors replacing them, may be removed by the Developer.

4.3 Term: Vacancies of the Executive Board of Directors caused by the expiration of a director's term shall be filled by electing new Executive Board members. The term of each director's service shall extend until the next annual meeting of the members subsequently until a successor is duly elected and qualified, or until he is removed in the manner elsewhere provided, and provided that the first Executive Board shall serve in accordance with the subsection 4.17, hereinafter set out.

4.4 Organizational Meeting: The organizational meeting of a newly elected Executive Board of Directors shall be held within ten (10) days of their election, at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

4.5 Regular Meetings: Regular meetings of the Executive Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally, mail, telephone, facsimile, or electronic mail, and shall be transmitted at least three (3) days prior to the meeting. Regular meetings of the Executive Board of Directors shall be open to all unit owners, and notice of such meetings shall be posted conspicuously at the condominium forty-eight (48) hours in advance for the attention of the members of the Association, except in the event of an emergency. Notice of any meeting where assessments against unit owners are to be considered for any reason, shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

4.6 Special Meetings: Special meetings of the Executive Board of Directors may be called by the President, or, in his absence, by the Vice-President, and must be called by the President and Secretary at the written request of one-third of the directors. Notice of the meeting shall be given personally, or by mail, telephone, facsimile, or electronic mail, which notice shall state the time, place, and purpose of the meeting, and shall be transmitted in less than three (3) days prior to the meeting. Special meetings of the Executive Board of Directors shall be open to all unit owners, and notice of a special meeting shall be posted conspicuously at the condominium property forty-eight (48) hours in advance for the attention of the members of the Association, except in the event of an emergency. Notice of any meeting where assessments against unit owners are to be considered for any reason, shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

4.7 Waiver of Notice: Any director may waive notice of meeting before or after the meeting and that waiver shall be deemed equivalent to the giving of notice. Attendance by any director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is unlawfully called.

4.8 Quorum: A quorum at director's meetings shall consist of a majority of the entire Executive Board of Directors. The acts approved by a majority of those present at a meeting in which a quorum was present shall constitute the acts of the Executive Board of

Directors, except when approval by a greater number of directors is required by the Declaration, the Articles, or these By-Laws.

4.9 Adjourned Meetings: If, at any meeting of the Executive Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business that might have been transacted at the meeting as originally called, may be transacted without further notice.

4.10 Joinder in Meeting by Approval of Minutes or Consent: The joinder or consent of a director in the action of a meeting by signing and concurring in the minutes of that meeting, or by executing a consent to a proposal, shall constitute the presence of that director for the purpose of determining a quorum and/or voting on a proposal.

4.11 Proxies: Votes may be cast in person or by proxy. A proxy may be made by any director entitled to vote and shall be valid only for the specific meeting for which originally given and any lawfully adjourned meeting thereof and provided that the proxy holder is a director in good standing. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be irrevocable at any time at the pleasure of the director executing it. A proxy must be in writing, signed by the director generating the proxy, and filed with the secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned.

4.12 Presiding Officer: The presiding officer of the directors' meeting shall be the President of the Executive Board of Directors. In the absence of the president, the directors present shall designate one of their number to preside. The President, or in his absence, a majority of the Board of Directors, may appoint without vote, the attorney of the Association to act as Chairman to conduct the meeting.

4.13 Order of Business: The order of business at director's meetings shall be:

- a. Calling the roll.
- b. Proof of due notice of meetings.
- c. Reading and disposal of any unapproved minutes.
- d. Report of officers and committees.
- e. Election of officers.
- f. Unfinished business.
- g. New business.
- h. Adjournment.

4.14 Minutes of Meetings: The minutes of all meetings of the Executive Board of directors shall be kept in a book available for inspection by unit owners, or their authorized

representative, and Board members at a reasonable time. The Association shall retain these minutes for a period of not less than three (3) years.

4.15 Executive Committee: The Executive Board of Directors may, by resolution duly adopted, appoint an executive committee to consist of three (3) or more members of the Executive Board of Directors. Such executive committee shall have and may exercise all the powers of the Board of Directors and management of the business and affairs of the condominium and the project. During the intervals between the meetings of the Board of Directors insofar as may be permitted By-Law, except that the executive committee shall not have the power:

a. To determine the common expenses required for the affairs of the condominium and the project.

b. To determine the assessments payable by the unit owners to meet the common expenses of the condominium.

c. To adopt or amend the rules and regulations covering the details of the operation and use of the condominium property.

d. To exercise any of the powers set forth in subdivision (b), (c), (g), (h), (i), (j), (k), (l), (m), (n), (o), (p), (q), (r) and (w) of Article 5 hereinafter set out.

4.16 Compensation: Directors shall not be entitled to any compensation for their services unless compensation is granted by a majority of the voting members at a membership meeting.

4.17 Proviso: Notwithstanding anything to the contrary contained herein, the Board shall consist of no less than three directors during the period that Developer is entitled to appoint a majority of the directors, as hereinafter provided. The first Board as appointed by the Developer shall hold office and serve until provided. The first Board shall consist of:

Barry Begoumian President

Lisa Kirby Secretary/Treasurer

The corporation shall have the right to appoint all members of the Board of Directors until unit owners other than the Corporation own twenty-five (25%) percent or more of the units that will be operated ultimately by the Association. When unit owners other than the Corporation own twenty-five (25%) or more of the units that will be operated ultimately by the Association, unit owners other than the Corporation shall be entitled to elect not less than twenty-five (25%) of the members of the Board of Directors. When unit owners other than the Corporation own fifty (50%) or more of the units that will be operated ultimately by the Association, the unit owners other than the Corporation, shall be entitled to elect not less than thirty-three and one-third (33 1/3%) of the members of the Board of Directors. In each case, the election shall not be later than sixty (60) days after the conveyance of the twenty-five (25%) of the units and fifty (50%) of the units respectively. In any event, the period of Developer control terminates not later than one hundred eighty (180) days after conveyance of seventy-five (75%) of the units that will be

operated ultimately by the Association. The Corporation, however, is entitled to elect at least one (1) member of the Board of Directors as long as the Developer holds for sale, in the ordinary course of business, any unit operated by the Association. Within sixty (60) days after the unit owners, other than Developer, are entitled to elect a member or members of the Board of Directors, the Association shall call, and give not less than thirty (30) days nor more than forty (40) days notice of a meeting of the unit owners to elect the members of the Board of Directors. The meeting may be called and notice given by any unit owner if the Association fails to do so. Directors appointed by the Corporation need not be unit owners.

4.18 Recall: Subject to the provisions of the Uniform Condominium Act as previously cited, any member of the Board of Directors may be recalled and removed from office with or without cause by voter agreement in writing by a majority of all unit owners. A special meeting of the unit owners to recall a member or members of the Board of Directors may be called by ten (10%) percent of the unit owners giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting.

ARTICLE 5. POWERS AND DUTIES OF EXECUTIVE BOARD OF DIRECTORS

5.1 In the event that Developer, in accordance with the privileges reserved herein, selects any person to serve on the Board, Developer shall have the absolute right, at any time, in its sole discretion, to replace such person with another person to serve on the Board. The Developer, its designated person, or any other person who is a unit owner may be an officer and/or director. Replacement of any director designated by the Developer shall be made by written instrument delivered to any officer, which instrument shall specify the name of the person designated as successor Director. The removal of any Director and designation of his successor, shall become effective immediately upon delivery of such written instrument by Developer to any officer.

5.2 The Executive Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Condominium, and may do all such acts except such acts which By-Laws or the Declaration provide may not be delegated to the Executive Board of Directors by the unit owners. Such powers and duties of the Board of Directors shall include, without limitation, (except as limited elsewhere herein), the following:

- a. Operation, care, upkeep and maintenance of the common elements.
- b. Determination of the expenses required for the operation of the Condominium Association.
- c. Collection of the assessments for common expenses from unit owners required to pay the same.
- d. Employment and dismissal of personnel or management company necessary for the maintenance and operation of common elements.

e. Adoption and amendment of the rules and regulations covering the details of the operation and use of condominium property. The secretary of the Association shall be the party in charge of executing when passed, certifying and keeping a record of any amendments.

f. Maintaining bank accounts on behalf of the Association and the designation of signatories required therefore.

g. Purchasing, leasing, or other acquisition of units in the name of the Association or its designee.

h. Purchase of units at foreclosure or other judicial sales, in the name of the Association or its designee.

i. Selling, leasing, mortgaging, or otherwise dealing with units acquired by, and subleasing units leased by, the Association or its designee.

j. Organization of corporations to act as designees of the Association in acquiring title to units or leasing units by the Association.

k. Obtaining and reviewing insurance for the condominium property.

l. Making repairs, additions, and improvements to, or alterations of, the condominium property and restoration of the condominium property, in accordance with the provisions of the Declaration, after damage or destruction by fire or other casualty, or as a result of the condemnation or eminent domain proceedings.

m. Enforcement of the obligations of the unit owners, the allocation of profits and expenses, and the performance of anything and everything else necessary and proper or the sound management of the condominium.

n. Purchasing or leasing a unit for use by a resident superintendent (if any).

o. Borrowing money on behalf of the Association when required in connection with the operation, care, upkeep, and maintenance of the common elements; provided, however, the consent of the unit owners of at least two-thirds of the units, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these By-Laws, shall be required for the borrowing of any sum in excess of five hundred (\$500) dollars.

p. Contracting for the management of the condominium and the delegation to such manager such powers and duties of the Executive Board of Directors as the Board may deem appropriate under the circumstances, and contracting for the management or operation of portions of the condominium property susceptible to separate management or operation thereof, and granting of concessions for the purpose of providing services to the unit owners. As an exception to the foregoing, there shall be no delegation of powers and duties wherein:

(1) The same are contrary to the statutes of the Commonwealth of Pennsylvania and are accordingly not susceptible of being delegated;

(2) Those delegations and duties which may be required by the Declaration or by these By-Laws to have approval of the Executive Board of Directors or the unit owner;

(3) The delegation has a power and duty which by its very nature is a decision or fiduciary responsibility to be made by the Executive Board of Directors and is therefore not susceptible delegating; and

(4) May be contrary to the Declaration of Condominium or these By-Laws.

q. Exercise of all powers specifically set forth in the Declaration, the Article Incorporation of the Association, these By-Laws, and in the Commonwealth of Pennsylvania, Uniform Condominium Act, and all powers incidental thereto.

r. Suspending the right of any unit owner to use any recreational facilities of the condominium, if any have been constructed by the Developer, so long as said owners are delinquent in the payment of common expenses.

s. Suspending or terminating utility service to units whose owners are delinquent in the payment of common expenses.

t. Entering into and upon the units when necessary and with as little inconvenience to the owner as possible in connection with such maintenance, care, and preservation.

u. Collecting delinquent assessment by suit or otherwise, abating nuisances, and enjoining or seeking damages from the unit owners for violations of these By-Laws under the terms and conditions of the Declaration.

v. Acquiring and entering into agreements whereby it requires leaseholds, memberships, and other possessory or use interests in lands or facilities, whether or not contiguous to the lands of the condominium, intended to provide for the enjoyment, recreation, or other use and benefit of the unit owners, and declaring expenses in connection therewith to be common expenses, all in such form and in such manner as may be deemed, by the Board of Directors, to be in the best interest of the corporation; and the participation and the acquisition of any interest in lands or facilities for the foregoing purpose may be direct or indirect, meaning, without limiting the generality of the foregoing, by direct ownership of land or acquisition of stock in the corporation owning the land.

ARTICLE 6. OFFICERS

6.1 Executive Officers: The executive officers of the corporation shall be a President, Vice President, Secretary, and Treasurer; all of whom shall be elected annually by said Board. Any two of said offices may be united in one person, except that the President shall not also be the Secretary to the corporation.

6.2 Appointive Officers: The Executive Board of Directors may appoint such other officers and agents as they deem necessary who shall hold office at the pleasure of the Board of Directors and have such authority and perform such duties from time to time as may be prescribed by said Board.

6.3 Term: The officers of the corporation shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed, for cause, at any time by the affirmative vote of a majority of the whole Executive Board of Directors.

6.4 President: The President shall be the Chief Executive Officer of the corporation. Subject to the provisions of 4.11 hereinabove, the President shall preside at all meetings of owners and of the Board. He/she shall exercise the executive powers of the corporation, have general supervision over its affairs and other officers. He/she shall sign all written contracts, perform all the duties incident to his/her office and such other duties as may be delegated to him/her from time to time by the Board.

6.5 Vice-president: The Vice-President shall perform all duties of the President in the absence of the President and such other duties as may be required of him/her by the Board.

6.6 Secretary: The Secretary shall issue notices of all Board meetings and all meetings of owners; he/she shall attend and keep the minutes of the same; he/she shall have charge of all the books of the corporation as well as its records and papers, except those kept by the Treasurer. All minutes shall be kept in a businesslike manner and shall be available for inspection by owners and Board members at all reasonable times.

6.7 Treasurer: The Treasurer shall have the following duties, which may be performed by the Treasurer, and/or by a management company under the Treasurer's direction and supervision:

- a. He/she shall have custody of the corporate funds and securities.
- b. He/she shall keep full and accurate accounts of the corporation's receipts and disbursements.
- c. He/she shall deposit all monies and all other valuable effects in the name of, and to the credit of, the corporation in such depositories as may be designated by the Board. The books shall reflect an account for each unit in the manner required by the Act.
- d. He/she shall disburse the funds of the corporation as may be ordered by the Board, making proper vouchers for such disbursements. He/she shall render an account of all his/her transactions as a Treasurer and of the financial condition of the corporation to the Board whenever it may require it.
- e. He/she shall collect all assessments and shall report promptly to the Board the status of collections.

f. He/she shall maintain accounting records according to good accounting practices, which records shall be open to inspection by owners, or their authorized representatives at reasonable times. He/she shall render to owners or their authorized representatives, at least annually, a written summary of the corporation's fiscal activities.

g. He/she shall prepare the corporation's budget.

6.8 Initial Officers: The officers of the Association who will hold office and serve until the first election of officers by the Executive Board of Directions of the Association, following the first meeting of members, wherein a majority of directors are elected by unit owners, other than Developer, pursuant to the terms of the By-Laws are as follows:

- a. Barry Begoumian President
- b. Lisa Kirby Secretary/Treasurer

6.9 Compensation: Officers shall not receive compensation for their services as such.

6.10 Resignation: Any director or officer may resign his/her post at any time by a written resignation, delivered to the President or Secretary, which shall take effect upon its receipt, unless a later date is specified in the resignation, in which event, the resignation shall be effective from such date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE 7. FINANCES AND ASSESSMENTS

7.1 Depositories: The funds of the corporation shall be deposited in such banks and depositories as may be determined and approved by appropriate resolutions of the Board. Funds shall be withdrawn only upon checks and demands for money signed by such officer or officers as may be designated by the Board, or by authorized representatives of the management company.

7.2 Fiscal Year: The fiscal year of the corporation shall begin on the first day of January of each year, provided, however, that the Board, whenever it deems advisable, is expressly authorized to change to a different fiscal year in accordance with the applicable provisions of the Internal Revenue Code.

7.3 Determination of Assessments:

a. The Executive Board of Directors shall fix and determine the sum or sums necessary and adequate to assess owners for their share of the common expenses set forth in the budget. The common expenses shall include expenses for the operation, maintenance, repair or replacement of common elements and limited common elements; costs of carrying out the powers and duties of the corporation, all insurance premiums and expenses, including fire insurance and extended coverage; and any other expenses designated as common expenses by the Board or the Declaration. Funds for the payment of common expenses shall be assessed against

owners as provided in the Declaration. Assessments shall be payable monthly in advance, and shall be due on the first day of each month unless otherwise ordered by the Board. Assessments shall be made against unit owners monthly, as aforesaid, in an amount not less than required to provide funds, in advance, for payment of all the anticipated current operating expenses, and for all of the unpaid operating expenses previously incurred. Special assessments, if necessary, shall be levied in the same manner as regular assessments and shall be payable in the manner determined by the Board. All funds due under these By-Laws and the Declaration, are common expenses.

b. A copy of the proposed budget shall be mailed to owners not less than thirty (30) days prior to the Board meeting at which the budget will be considered, together with a notice of that meeting. The directors' meeting at which the budget shall be considered, together with a notice of that meeting. The directors' meeting at which the budget shall be considered shall be open to all of the unit owners.

c. If an adopted budget requires assessment against unit owners in any fiscal or calendar year exceeding one-hundred and ten (110%) percent of the assessment for the preceding year, the Board, upon written application of ten (10%) percent of the unit owners to the Board, shall call a special meeting of the unit owners within thirty (30) days, upon not less than ten (10) days written notice to each unit owner. At the special meeting, unit owners shall consider and enact a budget. The adoption of the budget shall require a vote of not less than a majority of all unit owners. The Executive Board of Directors may propose a budget to the unit owners at a meeting of members, or in writing, and if the budget is approved by the unit owners at the meeting, or by a majority of all unit owners in writing, the budget shall be adopted. However, as long as the Developer is in control of the Executive Board of Directors, the Board shall not impose an assessment for any year greater than one-hundred and ten (110%) percent of the prior fiscal or calendar year's assessment without approval of the majority of all unit owners. In determining whether assessments exceed one-hundred and ten (110%) percent of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of condominium property, anticipated expenses by the Association which are not anticipated by or incurred on a regular or basis, or assessment or assessments to the condominium property, shall be excluded from the computation.

d. The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including if applicable, but not limited to those expenses normally anticipated. In addition to annual operating expenses, the budget shall include, if the Board of Directors so elects, monies for reserve accounts for capital expenditures and deferred maintenance.

e. When the Board determines the amount of any assessment, the Treasurer shall mail or present to each owner, a statement of assessment. All assessments shall be paid to the Treasurer and, upon request, the Treasurer shall give a receipt for such payment received.

7.4 Application of Payments and Commingling of Funds: All sums collected by the corporation from assessments may be commingled in a single fund or divided into more than one fund, as determined by the Board. Any delinquent payment by an owner shall be applied to interest, costs, attorney's fees, other charges, expenses, advances, and general or special assessments in such manner as the Board determines.

7.5 Acceleration of Assessments Installments Upon Default: If a unit owner shall be in default for the payment of an installment on an assessment, the Executive Board of Directors may accelerate the remaining installments of the assessment upon notice to the unit owner, and the then unpaid balance of the assessment shall be due upon the date stated in the notice, but not less than five (5) days after the delivery of the notice to the unit owner, or not less than ten (10) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur. Each unit owner hereby enters a confession of judgment as follows: IN ORDER TO EXPEDITE THE EXECUTIVE BOARD'S COLLECTION OF ANY DELINQUENT ASSESSMENT, EACH UNIT OWNER (BY ACCEPTANCE OF THE DEED TO HIS UNIT) SHALL BE DEEMED TO HAVE APPOINTED ANY ONE OR MORE EXECUTIVE BOARD MEMBERS, THE ATTORNEY-IN-FACT FOR SUCH UNIT OWNER, TO CONFESS JUDGMENT AGAINST SUCH UNIT OWNER IN ANY COURT OF COMPETENT JURISDICTION IN PENNSYLVANIA, FOR ANY SUCH UNPAID ASSESSMENT(S), WHICH APPOINTMENT (BEING FOR SECURITY) SHALL BE IRREVOCABLE; AND FOR SO DOING A COPY OF THIS ARTICLE AND SAID DEED, BOTH VERIFIED BY AFFIDAVIT, SHALL BE A 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, IN THE EVENT OF DEFAULT AS HEREIN DESCRIBED, THE ASSOCIATION SHALL HAVE AS AN ALTERNATE REMEDY OR A REMEDY IN ADDITION TO THE ABOVE OR EITHER COMBINATION OF THE SAME, THE FOLLOWING CONFESSION OF JUDGMENT:

AND FURTHER, IT IS UNDERSTOOD AND AGREED BY RECEIPT OF THE DEED AND OF THE COPY OF THE DECLARATION AND THESE BY-LAWS THAT THE ACTION AS HEREINBEFORE SET OUT MAY BE BROUGHT AGAINST ANY RECORD TITLE OWNER IN THE CHAIN OF OWNERSHIP OF ANY UNIT AT ANY TIME OR AT ANY PLACE IN ORDER TO COLLECT THE MONIES OWING THE CAUSE OF THE DEFAULT AND ANY DEFAULT SHALL BE DEEMED TO BE A LIEN ON THE PROPERTY FOR THE BENEFIT OF THE ASSOCIATION AS HEREINAFTER SET OUT.

7.6 Fidelity Bonds: The Association may, in its discretion, obtain bonding of all officers and directors of the Association who control or disburse funds of the Association. If determined to be necessary, the Association shall bear the cost of any such bonding.

7.7 Audit: An audit of the accounts of the Association may be made from time to time, as directed by the Board of Directors. A copy of any audit report received as a result of an audit shall be furnished to each member of the Association not less than thirty (30) days after its receipt by the Board.

7.8 Accounting Records And Reports: The Association shall maintain accounting records in the condominium, according to good accounting practices. The records shall be open to inspection by unit owners or their authorized representatives at reasonable times, and written summaries of them, shall be supplied at least annually. Records shall include, but not be limited to:

- a. A record of all receipts and expenditures;
- b. An account for each unit designated;
- c. The name and current mailing address of the unit owner;
- d. The amount of each assessment;
- e. The dates and amounts in which the assessments become due;
- f. The amount paid upon the account; and
- g. Balance due.

7.9 Application of Payment: All assessment payments by unit owners, shall be applied as provided herein and in the Declaration for his condominium.

ARTICLE 8. USE RESTRICTIONS

8.1 Except as herein provided with respect to the uses permitted by the Developer, the units herein are intended to be used as residential condominiums for the owner, his family, his heirs, successors, and assigns, including persons to whom the member may have leased his unit, subject to all provisions with respect to use and occupancy and presence on the property applicable to the unit owner himself. No one may permit or suffer anything to be done or kept upon the property which will increase the rate of insurance on property or in the contents thereof, or which will obstruct or interfere with the rights of others or annoy them by unreasonable noises or otherwise, and no one may commit or permit any nuisance or commit or suffer any immoral or illegal act to be committed anywhere in or upon the property. Units may not be leased to persons who are under the age of twenty-five (25), or who are undergraduate students.

8.2 Each owner shall maintain his unit in good condition, order, and repair, at his own expense. No unit owner shall display, hang, store, or use anything whatsoever on his stoop or outside his unit other than as may be permitted in accordance with the rules and regulations established by the Executive Board. No member may paint, decorate, or otherwise alter or modify in any way the outside of his unit, (other than those alterations made by the Developer), or install any antenna, dish for television reception or microwave reception, or any structure or addition of any kind whatsoever without the prior written consent of the Executive Board.

8.3 Trash, garbage, and other waste shall be kept on in sanitary containers and shall be disposed of in such manner as may be prescribed from time to time in rules and regulations established by the 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.

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

8.5 Uses And Structures: No unit or any part thereof shall be used for any purpose except as set forth herein, nor shall any business of any kind be conducted therein. No motor vehicle other than a private passenger type shall be parked in the parking area or parked on the property. No unit owner shall have any additional motor vehicles on the premises for purposes of service or hobby such as tearing down or putting together motor vehicle other than changing the oil and washing the same. There shall be no storing of any old or junked or hobby type car on the premises. No business or trade of any kind or noxious or offensive activity shall be carried on in any unit nor shall anything be done thereon which may be or become an annoyance or nuisance to the occupants of other units. No boat, trailer, tent, shack or other such structure shall be located, or erected or used on any part of the property, temporarily or permanently other than what has been constructed for use of unit owners by the Developer.

8.6 Signs: No sign of any kind shall be displayed to the public view on any unit except one temporary sign of not more than four square feet, advertising the property for sale or rent. No such sign shall be illuminated. No sign advertising the property for sale may be placed outside the unit itself if the Developer has units that are yet to be built and/or has completed units that are not yet sold.

8.7 Animals: No animals, livestock, or poultry of any kind shall be raised, bred, or kept in any unit on the property except that dog, cat, or other domesticated household pet may be kept, provided that it is not kept, bred, or maintained for any commercial purpose and provided that no more than two (2) such pets of not more than 40 pounds each or one (1) large dog not more than 75 pounds may be kept in any such unit. The said pet(s) must be housed indoors, and leashed when outdoors, and conform to all local ordinances and regulations.

Owners must immediately clean up after pets. Any pet which creates a nuisance to other unit owners may be directed by the Association to be removed from the condominium at the discretion of the Association at a meeting specially called and with adequate notice for a determination of the removal of any animal.

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

8.9 Mailboxes: Mailboxes shall be retained as the same now are or, as designated by the Executive Board from time to time in the future. No unit owner shall keep or maintain a distinctive or different mailbox than as set forth herein.

8.10 Clotheslines: No outdoor clotheslines.

8.11 Fences: No fence of any kind, wall, hedge, or similar structure shall be placed, erected, or maintained anywhere on the property without the written consent of the Executive Board, except that installed by the Developer.

8.12 Executive Board Regulations: 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 rules and regulations as from time to time it may determine to be necessary.

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

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

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

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

8.14 Executive Board Maintenance: Executive Board shall maintain, repair, and replace items in or on the common elements when needed, wherever situate, except that in the event such maintenance, repair, or replacement was caused by negligence or misuse of an unit owner, or of any other occupant of his unit, such expense shall be charged to such unit owner. Each unit owner shall maintain, repair, and replace, at his own expense, all portions of his unit as are separate and private to it and him. Each unit owner shall be responsible for damage to any other unit and/or to any common elements caused intentionally, negligently, or by failure to properly take care of his own unit, whether or not the fault is in him personally and/or in any other occupant of his unit.

8.15 Anything herein or elsewhere to the contrary notwithstanding, the Developer shall have the right to utilize a portion of the clubhouse and/or a unit owned and constructed for use by the Developer as a model or as a sales office for sale and promotion purposes including the sale and promotion of the property or projects other than the property and purposes and in such manner as the Developer deems it may reasonably require.

ARTICLE 9. ROSTER OF UNIT OWNERS AND MORTGAGEES

9.1 Each unit owner shall file with the Association a copy of the deed or other documents showing his ownership. The Association shall maintain such information in its files. A unit owner who mortgages his unit shall notify the Association of the name and address of his Mortgagees, and in the event of fire and casualty or extended coverage insurance, shall file the name of his insurance carrier and of the agent for the company. The Association reserves the right, if necessary for any reason, to contact mortgagee or insurance carrier.

ARTICLE 10. PARLIAMENTARY RULES

10.1 Robert's Rules of Order, latest edition, shall govern the conduct of the Association meetings when not in conflict with the Declaration, the Article, or these By-Laws.

ARTICLE 11. AMENDMENTS

Except as otherwise provided elsewhere, these By-Laws may be amended in the following manner:

11.1 Notice: Notice of the subject matter for proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

11.2 Adoption: A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Executive Board, or by not less than one-third (1/3) of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval, in writing, provided that approval is delivered to the Secretary at or prior to the meeting. The approvals must be either:

a. Not less than sixty-six and two-thirds (66 2/3%) percent of the entire membership of the Board of Directors and by not less than a majority of the entire membership of the Association; or

b. By not less than seventy-five (75%) percent of the votes in the entire membership of the Association.

11.3 No By-Laws shall be revised or amended by reference to its title or number only. Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended; new words shall be inserted in the text underlined and the words to be deleted shall be drawn through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, is not necessary to use underlining and hyphens as indicators of words added or deleted, but instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language:

“Substantial rewording of By-Laws.

See By-Law . . . for present text.”

Nonmaterial errors or omissions in the By-Law process shall not invalidate an otherwise properly promulgated amendment.

These By-Laws are understood to be automatically amended to cover the additional units and their percentage ownerships as it affects each and every right of voting as contained herein which may be caused by the Developer adding additional real estate or converting real estate or withdrawing real estate from the project. Any conflict herein with the Declaration of

Condominium shall be interpreted in such manner that the Declaration shall prevail. No amendment shall be made that is in conflict with the Articles or the Declaration.

11.4 Proviso:

a. No amendment may be adopted which would eliminate, modify, prejudice, abridge, or otherwise adversely affect any rights, benefits, privileges, or priorities granted or reserved to the Developer or mortgagee of units, without the consent of said Developer and mortgage in each instance. Further, no amendment may be adopted which would in any way affect, eliminate, modify, prejudice, abridge, or otherwise adversely affect any rights, benefits, privileges, or priorities granted or reserved to the Developer or mortgagees for the expansion of this project condominium by the additional real estate being added to the condominium, the converting of real estate to the condominium or the withdrawal of real estate to the condominium. Further, no amendment shall be made that is in conflict with the Articles or the Declaration.

b. Any amendment which would affect the surface water management system, including but not limited to, drainage easement and the water management portion of the common elements, must have the approval of the WILTREE CONDOMINIUM UNIT OWNERS ASSOCIATION.

ARTICLE 12. COMPLIANCE AND DEFAULT

12.1 Violations: In the event of a violation (other than the nonpayment of an assessment), by an owner of any of the provisions of the Declaration, By-Laws, Rules and Regulations, or the Act, the corporation, by direction of its Board, shall notify the owner of said breach by written notice, transmitted to the owner at his unit by certified mail. If such violation shall continue for a period of thirty (30) days from the date of mailing of the notice, the corporation shall have the right to treat such violation as an intentional, material, breach of the Declaration, By-Laws, Rules and Regulations, or the Act, and the corporation shall then, at its option, have the following available to it:

a. To commence an action in equity, to enforce performance on the part of the owner; or

b. To commence an action at law to recover its damages; or

c. To commence an action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief. Upon finding by a court that the owner was in violation of any of the provisions of the above mentioned documents, the owner shall reimburse the corporation for its reasonable attorney's fees, incurred in bringing such action. Failure on the part of the corporation to commence an action at law or in equity within sixty (60) days from the date of the receipt of a written request, signed by an owner, sent to the Board, shall authorize any owner to bring action in equity or suit at law, relating to an alleged violation, in the manner provided for by the Act. Any violations which are deemed by the Board to be a hazard to public health or safety, may be corrected by the corporation immediately as an emergency matter. The cost thereof, shall be charged to the owner as a specific item, which shall

be, until paid in full, a lien against his unit with the same force and effect as if the charge were made as part of the common expense.

12.2 Violations (Monetary): In the event an owner of a condominium parcel does not pay any sums, charges, or assessments required to be paid to the corporation within thirty (30) days from the due date, the corporation, acting on its own behalf or through its Executive Board or manager, acting on behalf of the corporation, may foreclose the lien encumbering the condominium parcel created by non-payment of required monies in the same fashion as mortgage liens are foreclosed. The corporation shall be entitled to the appointment of a receiver if it so requests. The corporation shall have the right to bid on the condominium parcel at a foreclosure sale and to acquire, hold, mortgage, and convey the same. In lieu of foreclosing its lien, the corporation may, through its Board of Directors or manager acting on behalf of the corporation, or on its own behalf, bring suit to recover a money judgment for any sums, charges, or assessments required to be paid to the corporation without waiving its lien and securing the same. In any action either to foreclose its lien or to recover a money judgment, brought by or on behalf of the corporation against a condominium parcel owner, the losing defendant shall pay the cost thereof, together with a reasonable attorney's fee.

If the corporation acquires the condominium parcel by reason of its foreclosure, it shall offer said unit for sale and at such time as the sale is consummated, it shall deduct from such proceeds, all sums of money due it for monthly assessments and charges, all costs incurred in the bringing of the foreclosure suit, including the reasonable attorney's fees, and any and all expenses incurred in the resale of the condominium parcel, which shall include, but not be limited to advertising expenses, real estate brokerage fees, and expenses necessary for the repairing and refurbishing of the condominium parcel in question. All monies remaining, after deducting the foregoing items of expenses, shall be returned to the former owner of the condominium parcel in question.

12.3 Negligence or Carelessness of an Owner: Each owner shall be responsible for the expenses of any maintenance, repair, or replacement rendered necessary by his act, neglect, or carelessness, or by the negligence of any member of his family, his or their guests, employees, agents, licensees, or lessees. Such liability shall be limited to the extent that such expense is not met by the proceeds of insurance carried by the corporation. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy, or abandonment of any unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by an insurance company as to its rights of subrogation. Cost of any maintenance, repair, or replacement performed, pursuant to this section, shall be charged to said owner as a specific item, which shall be, until paid in full, a lien against his unit with the same force and effect as if the charges were a part of the common expenses.

12.4 Costs And Attorney's Fees: In any proceeding arising because of an alleged default by an owner, the prevailing party shall be entitled to recover the costs of the proceedings and such reasonable attorney's fees as may be determined by the court.

12.5 No Waiver of Rights: The failure of the corporation or an owner to enforce any right, provision, covenant, or condition which may be granted by the condominium document, shall not constitute a waiver of the right of the corporation or owner to enforce such right, provision, covenant, or condition in the future.

12.6 Election of Remedies: All rights, remedies, and privileges granted to the corporation or an owner pursuant to any terms, provisions, covenants, or conditions of the condominium documents, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude that the party thus exercising the same or from exercising such other additional rights, remedies, or privileges as may be granted by the condominium documents.

12.7 Generally: Each owner of a condominium parcel, for himself, his heirs, successors, and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy utilized by the corporation and regardless of the availability of other adequate legal procedures. It is the intent of all owners of a condominium parcel to give to the corporation a method and procedure which will enable it at all times to operate on a businesslike basis, to collect those monies due and owing it from owners of condominium parcels, and to preserve each other's right to enjoy his unit, free from unreasonable restraint and nuisance.

ARTICLE 13. INDEMNIFICATION

13.1 Every director and officer of the corporation shall be indemnified by the corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or settlement thereof in which he may become involved, by reason of his being or having been a director or officer of the corporation. This indemnification shall apply whether or not he is a director or officer at the time such liabilities or expenses are incurred, except in cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. In the event of a settlement, the indemnification established herein shall apply only when the Board approves such settlement and reimbursement. The foregoing right of indemnification shall be in addition to and not exclusive of any other rights of indemnification to which such director or officer may be entitled.

ARTICLE 14. LIABILITIES SURVIVE TERMINATION OF MEMBERSHIP

14.1 The termination of membership in the corporation shall not relieve or release any former owner or member from any liability or obligation incurred under or in any way connected with the condominium during the period of ownership and membership, or impair any rights or remedies which the corporation may have against such former owner and member, arising out of, or which is in any way connected with, such ownership and membership.

ARTICLE 15. LIMITATION OF LIABILITY

15.1 Notwithstanding the duty of the corporation to maintain or repair parts of the property, the corporation shall not be liable for injury or damage caused by a latent condition in the property, nor for injury or damage caused by a latent condition on the property, nor for injury or damage caused by the elements, or other owners or persons.

ARTICLE 16. LIENS

16.1 Protection of Property: All liens against units, other than permitted mortgages, taxes, or assessments, shall be satisfied or otherwise removed within thirty (30) days of the date the lien attaches. All taxes and special assessments shall be paid before becoming delinquent as provided in the condominium documents or By-Laws, whichever is sooner.

16.2 Notice of Lien: An owner shall give notice to the corporation of every lien upon his unit, other than for permitted mortgages, taxes, and special assessments, within five (5) days after the attachment of the said lien.

16.3 Notice of Suit: An owner shall give notice to the corporation of every suit or other proceeding which will or may effect title to his unit or any part of the property, such notices to be given within five (5) days after the owner receives notice thereof.

16.4 Failure to Comply With This Article: Failure to comply with this article concerning lands shall not effect the validity of any judicial sale.

16.5 Permitted Mortgage Register: The corporation shall maintain a register of all permitted mortgages, and at the request of a mortgagee, the corporation shall forward copies of all notices for unpaid assessments or violations served upon an owner to said mortgagee. If a register is maintained, the corporation may make such charge as it deems appropriate against the applicable unit for supplying the information provided herein.

ARTICLE 17. SEAL

17.1 The seal of the corporation shall have inscribed thereon the name of the corporation, the year of its organization, and the words, "non-profit". Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced, or otherwise.

ARTICLE 18. CONSTRUCTION

18.1 Whenever the masculine, singular form of the pronoun is used by these By-Laws, it shall be construed to mean the masculine, feminine, or neuter, singular or plural, wherever the content so requires. Should any of the covenants herein imposed be void or become unenforceable in law or in equity, the remaining provisions of this instrument shall, nevertheless, be and remain in full force and effect.

ARTICLE 19. CONFLICT

19.1 If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these By-Laws or the Declaration of Condominium, the provisions of the Declaration shall prevail.

ARTICLE 20. CAPTIONS

20.1 The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws or the intent of any provisions hereof.

APPROVED AND DECLARED, AS THE BY-LAWS OF THE WILTREE CONDOMINIUM UNIT OWNERS ASSOCIATION, this 1 day of February, 2006.

ATTEST:

WILTREE CONDOMINIUM UNIT OWNERS
ASSOCIATION

By: 

Secretary

By: 

President

STATE OF PENNSYLVANIA)

COUNTY OF CENTRE)

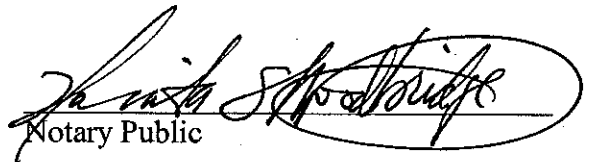
On this 1st day of February, 2006, before me, the undersigned officer, personally appeared Barry Begoumian, who acknowledged himself to be the president of WILTREE CONDOMINIUM UNIT OWNERS ASSOCIATION, and that he as such president, being authorized to do so, executed the foregoing By-Laws for the purposes therein contained by signing the name of the Corporation by himself as president.

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

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Nanita S. M. Woodbridge, Notary Public
State College Boro, Centre County
My Commission Expires Nov. 27, 2007

Member, Pennsylvania Association of Notaries


Notary Public

DECLARATION OF CONDOMINIUM

(TO BE GIVEN TO ALL BUYERS)

RECORD
RECORDED ON THE INDICATED
DATE & TIME IN THE ABOVE BOOK & PAGE
INST #

BK 1-92886-0835

FILED
29-3
68.50



000099

2006 MAR -1 P 3:04

Joseph L. Davis
CENTRE COUNTY RECORDER OF DEEDS

DECLARATION OF CONDOMINIUM

WILTREE TOWNHOUSE DEVELOPMENT, A CONDOMINIUM

TOWNSHIP OF COLLEGE

COUNTY OF CENTRE

COMMONWEALTH OF PENNSYLVANIA

THIS DECLARATION is made this 1 day of February, 2006, by Wiltree Condominium Development, Inc., a Pennsylvania Corporation, of 2790 West College Avenue, Suites 500-800, State College, Centre County, Pennsylvania, as the owner in fee simple of real estate herein described.

WITNESSETH:

SUBMISSION

1.1. Name; County; Description: Wiltree Condominium Development, Inc., a Pennsylvania Corporation (the "Declarant"), owner in fee simple of the Real Estate described in Exhibit "A" attached hereto, located in College 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 WILTREE TOWNHOUSE DEVELOPMENT, a Condominium (the "Condominium").

1.2 Easements and Licenses: The Property is so submitted:

ALL that certain tract of land situate in the Township of College, County of Centre, State of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a point on the Northerly side of Whitehall Road, a 33 foot right-of-way, said point being the boundary line between the tract herein conveyed and lands now or late of John H. and M. Kathleen Waple; thence along the Northerly side of Whitehall Road, South 37° 56' West, 384.29 feet to a point; thence North 32° 18' 30" West, 787.00 feet to a point; thence North 58° 30' 48" East, 360.13 feet to a point; thence South 32° 26' 48" East, 651.93 feet to the place of beginning.

CONTAINING 6.115 acres.

BEING KNOWN AS Centre County Uniform Parcel Identifier Tax Parcel Number 19-5/21.

BEING the same premises which became vested in Wiltree Condominium Development, Inc., a Pennsylvania corporation, by deed of Wiltree Properties, LLC, a Pennsylvania Limited Liability Company, dated October 20, 2005 and recorded October 20, 2005 in Centre County Record Book 1888 at page 507.

UNDER AND SUBJECT, NEVERTHELESS, to existing easements, restrictions, conditions and covenants of record.

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 Wiltree 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 fifty-one (51) 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 WILTREE TOWNHOUSE DEVELOPMENT, A Condominium (WILTREE). 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 WILTREE 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 (including skylights), 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 WILTREE 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. Capital Improvement Fee. At the time of closing on each Unit, each Unit Owner shall pay an initial capitalization fee of two (2) months of the then-existing condominium fee at settlement to be paid to the Association to be held as a reserve for capital improvements. At the time of resale of any Unit, the purchasing Unit Owner shall pay a Capital Improvement Fee of two months of the then-existing condominium fee.

Section 5. 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 6. 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 7. 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 fifty-one (51) 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 WILTREE CONDOMINIUM UNIT OWNERS ASSOCIATION.

Section 8. 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 9. 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 10. 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 11. 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 12. 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 13. 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 14. 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.

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 College 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. Unit's may not be, and Unit Owners are specifically precluded from, rented or leased to undergraduate students.

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, and tenant or tenants may not be undergraduate students..

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. No sign advertising the property for sale may be placed outside the unit itself if the Developer has units that are yet to be built and/or has completed units that are not yet sold.

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 WILTREE 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 WILTREE TOWNHOUSE DEVELOPMENT, 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. Wiltree 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 Wiltree Townhome Development, 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 Wiltree 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/HER 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 fifty-one (51) 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 fifty-one (51). 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 1/51 when all 51 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 fifty-one (51) 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 1/51 of the entire condominium project presuming there are 51 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

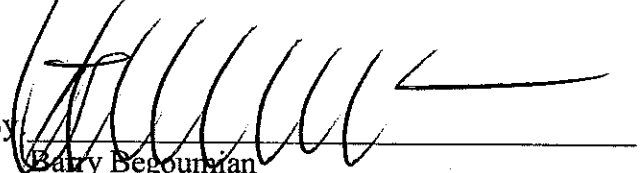
Each Unit owner shall become a member of WILTREE CONDOMINIUM UNIT OWNERS ASSOCIATION, a condominium, if and when formed, being a non-profit corporation. The Board of Directors will act as a representative for the WILTREE CONDOMINIUM UNIT OWNERS ASSOCIATION.

IN WITNESS WHEREOF, the Declarant has hereunto caused his hand and seal to be executed and affixed hereunto this 1 day of February, 2005.

ATTEST:

WILTREE CONDOMINIUM DEVELOPMENT,
INC., a Pennsylvania Corporation



By 
Barry Begoumian
President

STATE OF PENNSYLVANIA)

COUNTY OF CENTRE)

On this 1st day of February, 2006, before me, the undersigned officer, personally appeared Barry Begoumian, who acknowledged himself to be the president of WILTREE CONDOMINIUM DEVELOPMENT, INC., and that he as such president, being authorized to do so, executed the foregoing Declaration for the purposes therein contained by signing the name of the Corporation by himself as president.

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

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Nanita S. M. Woodbridge, Notary Public
State College Boro, Centre County
My Commission Expires Nov. 27, 2007
Member, Pennsylvania Association of Notaries

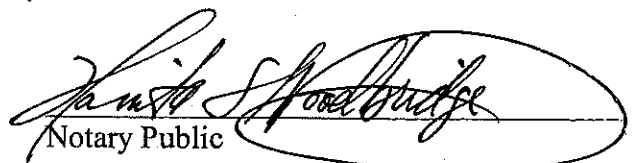

Notary Public

EXHIBIT "A"

PROPERTY DESCRIPTION

ALL that certain tract of land situate in the Township of College, County of Centre, State of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a point on the Northerly side of Whitehall Road, a 33 foot right-of-way, said point being the boundary line between the tract herein conveyed and lands now or late of John H. and M. Kathleen Waple; thence along the Northerly side of Whitehall Road, South 37° 56' West, 384.29 feet to a point; thence North 32° 18' 30" West, 787.00 feet to a point; thence North 58° 30' 48" East, 360.13 feet to a point; thence South 32° 26' 48" East, 651.93 feet to the place of beginning.

CONTAINING 6.115 acres.

BEING KNOWN AS Centre County Uniform Parcel Identifier Tax Parcel Number 19-5/21.

BEING the same premises which became vested in Wiltree Condominium Development, Inc., a Pennsylvania corporation, by deed of Wiltree Properties, LLC, a Pennsylvania Limited Liability Company, dated October 20, 2005 and recorded October 20, 2005 in Centre County Record Book 1888 at page 507.

UNDER AND SUBJECT, NEVERTHELESS, to existing easements, restrictions, conditions and covenants of record.

EXHIBIT "B"

Unit No.	Bldg. ID	Approx. Gross Square feet	Interest Percentage	Voting Interest
185		All units shall be approximately 1,541sq. ft., with an option to finish the basement and add up to an additional 678 sq. ft.	1/51	1
187			1/51	1
189			1/51	1
191			1/51	1
193			1/51	1
195			1/51	1
197			1/51	1
200			1/51	1
202			1/51	1
204			1/51	1
206			1/51	1
208			1/51	1
210			1/51	1
214			1/51	1
216			1/51	1
218			1/51	1
220			1/51	1
222			1/51	1
224			1/51	1
226			1/51	1
240			1/51	1
242			1/51	1
244			1/51	1
246			1/51	1
248			1/51	1
250			1/51	1
252			1/51	1
260			1/51	1
261			1/51	1
262			1/51	1
263			1/51	1
264			1/51	1
265			1/51	1
266			1/51	1
267			1/51	1
268			1/51	1
269			1/51	1
270			1/51	1
271			1/51	1
272			1/51	1
273			1/51	1
274			1/51	1
275			1/51	1

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284	1/51	1
286	1/51	1
288	1/51	1
290	1/51	1
292	1/51	1
294	1/51	1
296	1/51	1
298	1/51	1