

DECLARATION

OF

THE GLEN AT PARADISE
HILLS SOUTH

CONDOMINIUM ASSOCIATION

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ARTICLE I. Submission: Defined Terms

Section 1.1. Declarant; Property; County; Name. Ronald D. Mattern, Allen Rex Mattern, Daniel L. Mattern, and Gary G. Wilt, individually, (the "Declarants"), owners in fee simple of the Real Estate described in Exhibit "A" attached hereto, located in Benner Township, Centre County, Pennsylvania, hereby submits the Real Estate including all easements, rights and appurtenances thereunto belonging and the Buildings and improvements erected or to be erected thereon (collectively the "Property") to the provisions of the Pennsylvania Uniform Condominium Act 68 Pa. Cons. Stat. § 3101 et seq. (the "Act"), and hereby creates with respect to the Property a condominium to be known as "The Glen at Paradise Hills South Condominium (the "Condominium").

Section 1.2. Defined Terms

Section 1.2.1 Capitalized terms not otherwise defined herein or in the Plats and Plans shall have the meanings specified or used in the Act.

Section 1.2.2 The following terms are used or defined in general terms in the Act and shall have specific meanings herein as follows:

- a. "Association" means the Unit Owners, Association of the Condominium and shall be known as the "The Glen at Paradise Hills South Condominium Association."
- b. "Building(s)" means any building(s) included in the Property.
- c. "Condominium" means the Condominium described in Section 1.1 above.
- d. "Declarants" means the Declarants described in Section 1.1 above and all successors to any Special Declarants Rights.
- e. "Declaration" means this document, as the same may be amended from time to time.
- f. "Executive Board" means the Executive Board of the Association.
- g. "Plats and Plans" means the "Condominium Declaration Plan for The Glen at Paradise Hills South" dated March 18, 2011 and intended to be recorded, as the same may be amended from time to time.

- h. "Property" means the Property described in Section 1.1.
- i. "Unit" means a Unit as described herein and in the Plats and Plans.

Section 1.2.3. The following terms when used herein shall have the meaning set forth below:

- a. "General Common Expenses" means Common Expenses.
- b. "Percentage Interest" means the undivided ownership interest in the Common Elements appurtenant to each Unit as set forth in Exhibit "C" attached, as the same may be amended from time to time.

ARTICLE II. Allocation of Percentage Interests, votes and Common Expense Liabilities, Unit Identification and Boundaries; Maintenance Responsibilities

Section 2.1. Percentage Interests. Attached as Exhibit "C" hereto is a list of all Units by their Identifying Numbers and the Percentage Interest appurtenant to each Unit, determined on the basis of size, by dividing the "size" of the Unit by the aggregate of the "sizes" of all Units. The "sizes" of each Unit is the total number of square feet of floor space contained therein determined by reference to the dimensions shown on the Plats and Plans (exclusive of interior partitions). The Percentage Interest shall determine the portion of the votes in the Association and the share of Common Expense Liability appurtenant to each Unit. Percentage interest shall not include area or square footage contained in any optional sitting room, window bay or fireplace added by a Unit owner.

Section 2.2. Unit Title Lines.

- a. The Unit shall include the living Unit. The title lines of each unit are situated as shown on the Plats and Plans and are formed by the following planes:
 - (1) The Unit-Side surface of all doors and their sills and hardware, leading from such Unit to the exterior of the Building and the Unit-Side surface of the door frames in which such doors are set;
 - (2) The Unit-Side surface of the sash of windows which are set in the exterior walls of such Unit, the exterior surfaces of the panes of such windows and glass and the Unit-Side surface of the frames and sills for such windows;
 - (3) The Unit-Side surface of the wall board/plaster constituting the ceiling of the Unit, except that for those portions of the Unit which have a drop ceiling, the title lines shall run along the surface opposite the Unit-Side surface of the drop ceiling;

(4) The Unit-Side face of the concrete slab, brick or underlayment constituting the floor of such Unit and the entire brick facade of any fireplace serving such Unit;

(5) The Unit-Side surface of the firing, as extended, around columns and "stacks" containing pipes, ducts, wires, conduits, chutes, mechanical chases, structural elements and flues that are Common Elements;

(6) The Unit-Side surface of all grilles and registers covering exhaust fans or ventilation ducts.

b. Each Unit consists of all portions of the Building within the aforesaid title lines, except the air space displaced by: structural members and bearing columns within or passing through such Unit which are deemed to be Common Elements; and other Common Elements within such Unit, including, without limitation, chutes, flues, ducts, wires, conduits and pipe runs, the provisions of Section 3202 (2) of the Act shall apply. There is included within a Unit (by way of illustration and not limitation):

(1) The air space enclosed within such title lines;

(2) All partitions which are wholly contained within such title lines, including (but not limited to) all doors, door frames, hardware, electrical outlets and wiring, telephone outlets and conduits, and other equipment and devices in such partitions serving any such unit;

(3) All plumbing fixtures located within such title lines and serving only such Unit, and its water and waste connections;

(4) All items of kitchen equipment located within such title lines and serving only such Unit, and such equipment's water, waste and electrical connections;

(5) Exhaust fans and the grilles, registers, ventilation ducts and related fixtures which serve only such Unit, whether or not any of the foregoing is located in any portion of the Common Elements;

(6) Lighting devices (including, by way of illustration and not limitation, lamps and bulbs which are surface-mounted on, recessed in or suspended from ceilings, walls and partitions within or on the perimeter of such Unit) serving only such Unit, by way of illustration and not limitation, exterior lights at the entrance-way to the living Unit and the pole lights serving such Unit, if any;

(7) Outlets, wires, cables, conduits, circuits and related equipment transmitting electricity for lighting and power or transmitting impulses and signals (including, but not limited to, impulses and signals for telephone, telegraph and television transmission, except to the extent otherwise specifically

provided herein which serve only such Unit and which are located entirely within the title lines of such Unit;

(8) Surface-mounted and recessed medicine cabinets (including, by way of illustration and not limitation, all associated lighting fixtures and accessories);

(9) Refrigerators, ranges, dishwashers, clothes washers and dryers, garbage disposal units and other appliances (if provided), and the portions of their water, waste, electrical and exhaust connections located within such title lines and serving only such Unit;

(10) Floor coverings installed on the Unit-Side surfaces of the structural concrete or wooden floor.

c. Those portions of any lighting devices, outlets, medicine cabinets, exhaust fans, ventilation ducts, registers, grilles and similar fixtures which serve only such Unit and which lie partially within and partially outside the title lines of a Unit shall be deemed to be a part of such Unit.

Section 2.3. Maintenance Responsibilities. Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary descriptions, the Units and Common Elements shall be maintained and repaired by each Unit Owner and by the Association in accordance with the provisions of Section 3307 of the Act, except as expressly set forth to the contrary herein.

The Association shall maintain all stormwater management and permanent erosion and sedimentation pollution control facilities that are part of the approved land development plan entitled "Final Land Development Plan for The Glen at Paradise Hills South," dated February 3, 2011 (with later revisions, intended to be recorded), with the exception of those facilities located upon publicly dedicated lands, which maintenance responsibilities are specified on said land development plan as part of the Ownership & Maintenance Program.

The shared Open Space/Recreation Easement for The Glen at Paradise Hills North and The Glen at Paradise Hills South is described and shall be managed in accordance with the Declaration of Open Space / Recreation Easement for The Glen at Paradise Hills North and The Glen at Paradise Hills South which is attached as Exhibit "B".

Section 2.4. Relocation of Unit Boundaries; Subdivision and Conversion of Units: Relocation of boundaries between Units and subdivision or conversion of Units will be permitted subject to compliance with the provisions thereof in Sections 3214 and 3215 of the Act. Subdivision or conversion of Units by the Declarants pursuant to Sections 3215(c) of the Act may not result in more than fifteen (15) additional Units.

ARTICLE III. Easements.

Section 3.1. Additional Easements. In addition to and in supplementation of the easements provided for by Sections 3216, 3217, 3218 of the Act; the following easements are hereby created:

A. Stormwater Easement for original Paradise Hills Subdivision, Record Book 1589 page 858;

B. Restrictive Covenants for the original Paradise Hills Subdivision, Record Book 1701 page 60;

C. Right of Way Agreement with Allegheny Power, Record Book 1765 page 125, for electric energy systems within the Paradise Hills Subdivision;

D. A "Sanitary Sewer Easement Agreement," Record Book 1589 page 852.

E. A "Sanitary Sewer Easement Agreement," Record Book 2066 page 598.

F. "Declaration of Open Space/Recreation Easement for The Glen at Paradise Hills North and The Glen at Paradise Hills South," Record Book 2009 page 869.

G. "Declaration of Permanent Stormwater Management Facilities and Maintenance Easements for The Glen at Paradise Hills South," Record Book 2076 page 220.

Section 3.2. Declarants' Use for Sales Purposes. Declarant shall have the right to maintain sales offices, management offices and models throughout the Property. Declarant reserves the right to place models, management offices and sales offices on any portion of the Common Elements or in a unit in such manner, of such size and in such locations as Declarant deems appropriate. Declarant may from time to time relocate models, management offices and sales offices to different locations within the Common Elements. Upon the relocation of a model, management office or sales office constituting a Common Element, Declarant may remove all personal property and fixtures therefrom. Any fixtures not so removed shall be deemed Common Elements, and any personal property not so removed shall be deemed the property of the Association.

Section 3.3. Utility Easements. The Units and Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant, appropriate utility and service companies and governmental agencies or authorities for such utility and service easements created in this Section 3.3 shall include, without limitation, rights of Declarant, or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric

wires, conduits and equipment and ducts and vents over, under, through, along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this Section 3.3, unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existing at the time of first conveyance of the Unit by the Declarant, or so as not to materially interfere with the use or occupancy of the Unit by its occupants.

Section 3.4, Declarant's Easement to Correct Drainage. Declarant reserves an easement on, over, and under those portions of the Common Elements not located within a Building for the purpose of maintaining and correcting drainage of surface water and maintaining stormwater facilities, including stormwater detention and/or retention basins and conveyance systems (i.e. pipes and swales), in order to maintain reasonable standards of health, safety, and appearance. The easement created in this Section 3.4 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.

Section 3.5 Unrecorded Easements, Discrepancies or Conflicts. None known.

Section 3.6 Easement in Favor of Association. Declarant reserves an easement in favor of the Association granting it the right to inspect, maintain, repair and replace all or portions of the Common Elements including the crawl spaces serving either the respective Units or the Common Elements.

Section 3.7 Common Elements. The Common Elements are subject to easements in favor of the benefitted Units for: (A) installation, repair, maintenance, use, removal and/or replacement of utility lines and heating and air conditioning systems which are a part of or exclusively serve a single Unit and which pass across or through a portion of the Common Elements; (B) installation, repair, maintenance, use, removal and/or replacement of overhead lighting fixtures if they are located in a portion of the ceiling, wall or floor adjacent to a Unit which is part of the Common Elements; and (C) driving and removing nails, screws, bolts, etc., in the Unit-Side surfaces of walls, ceilings and floors which are part of the Common Elements.

Section 3.8, Easement for Structural Support. Each Unit has, to the extent necessary, an easement for structural support over every other Unit in the Building and the Common Elements, and each Unit and Common Element is subject to an easement for structural support in favor of every other Unit in the Building and the Common Elements.

Section 3.9, Additional Easements. The Units are also subject to the following easements; (A) in favor of the Association for inspection of the Units to verify the performance by Unit Owners of their maintenance and repair responsibilities, as well as for inspection, maintenance, repair and replacement of the Common Elements which are situated in or accessible from such Units or to correct emergency situations; and (B) in favor of the Unit

Owners benefitted thereby and the Association for the installation of utility lines, pipes, ducts and conduits which pass across or through a portion of one or more units.

Section 3.10. Easement to Owner. An easement to the Owner of a Unit to affix and remove carpeting, parquet and other floor coverings and otherwise decorating, cleaning and maintaining the Unit Side surface of floors, walls, ceilings, doors and window sills.

Section 3.11. Easement for Completion of Improvements. Until the completion of all improvements in individual Units, the Declarant is granted an easement through the Units necessary to complete planned improvements.

Section 3.12. Easement for Decorating Unit. Whenever, in this Declaration and the Plats and Plans, a title line of a Unit is described as being the Unit-Side surface of a designated portion of the Premises, it is intended thereby, and it is hereby declared, that the Owner of such Unit shall have an easement for the purpose of decorating such surfaces and affixing thereto and removing therefrom paint, wallpaper, other decorative material, pictures, mirrors, wall systems and decorative articles, and (with respect to all such portions of the Premises) cleaning and maintaining such surfaces, all at the cost and expense of the Owner of such Unit. Thus, by way of illustration and not limitation, the Owner of a Unit has an easement to paint the Unit-Side surface of door and window sills. It is understood and agreed that the Association, acting by its Executive Board to maintain, repair and/or replace the portions of the Premises of which said surfaces are a part, notwithstanding the fact that such maintenance, cleaning, repair or replacement may temporarily adversely affect the Unit Owner's aforesaid easement and right to use the Unit-Side surface of such portion of the Premises.

ARTICLE IV. Amendment of Declaration

Section 4.1 Amendment Generally. This Declaration may be amended only in accordance with the procedures specified in Section 3219 of the Act, the other Sections of the Act referred to in Section 3219 thereof and the express provisions of this Declaration.

Section 4.2. Rights of Secured Lenders. Subject to the limitations imposed by Section 3221 of the Act and except as set forth below, no amendment of this Declaration may be made without the prior written approval of all record holders of first mortgages on Units if and to the extent that such approval is required by the Act or if and to the extent that such amendment would have the effect of (i) terminating or abandoning the Condominium (except for termination or abandonment as a result of a taking of all the Units by eminent domain); (ii) abandoning, encumbering, selling or transferring the Common Elements; (iii) partitioning or subdividing any Unit or the Common Elements; or (iv) changing the Percentage Interests of any Unit Owners. [Such approval shall not be required with respect to any Amendment pursuant to Article VI

below.] The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed to be a transfer within the meaning of this Section.

Section 4.3. Other Amendments. If any amendment is necessary in the judgment of the Executive Board to cure any ambiguity, or to correct or supplement any provision of the Declaration or the Plats and Plans which is defective or inconsistent with any other provision of this Declaration or the Plats and Plans or with the Act, or to change, correct or supplement anything appearing or failing to appear in the Plats and Plans which is incorrect, defective or similarly inconsistent, the Executive Board may, at any time and from time to time effect such amendment without the approval of the Unit Owners or Permitted Mortgagees, upon receipt by the Executive Board of an opinion from legal counsel to the effect that the propose amendment is permitted by the terms of this sentence, together with a like opinion from a registered architect or licensed professional engineer in the case of any such amendment to the Plats and Plans. Each such amendment shall be effective upon the recording of an appropriate instrument setting forth the amendment and its due adoption, execution and acknowledgment by one or more officers of the Executive Board.

ARTICLE V. Right of First Offer

Section 5.1. Offer; Notice. Except as set forth in this Article 5, if any Unit Owner desires to sell its Unit, prior to marketing the Unit or accepting any offer to purchase the Unit, the Unit Owner shall give written notice to the Executive Board of its intention to sell (the "Notice") and within five days thereafter, the Executive Board shall transmit copies of the Notice to all other Unit Owners. During the 15-day period commencing on the date of mailing of the Notice by the Executive Board (the "Offer Period"), the other Unit Owners shall have the exclusive right to submit to the selling Unit Owner offers to purchase the Unit. During the Offer Period, the selling Unit Owner shall neither sell, agree to sell, market for sale or otherwise negotiate for the sale of its Unit except with the other Unit Owners in the following order of priority: first, the Declarant, then owners of Units adjacent to the Unit proposed for sale, and if more than one Unit is adjacent, then the Unit with the greatest square footage on the floor as determined by the Executive Board; third, owners of Units in the same Building but not adjacent to the Unit proposed for sale and if more than one Unit is in this class, then the Unit with the greatest square footage as determined by the Executive Board; and fourth, owners of any other Units. The order of priority shall be designated by the Executive Board in its transmittal of the Notice and a copy of the designation shall be delivered to the selling Unit Owner at the same time. Neither the selling Unit Owner nor any other Unit Owner shall be required to sell or purchase a Unit except on terms as may be negotiated and agreed by the parties. Further, subject to the other provisions of this Declaration, the selling Unit Owner shall have full right and authority after the expiration of the Offer Period to sell, agree to sell, market for sale or otherwise negotiate with any potential purchasers of the Unit; provided, that if the selling Unit Owner has not completed the sale of its Unit or entered into a binding agreement of sale within 120 days after the expiration of the Offer

Period, then the selling Unit Owner shall again comply with the foregoing notice provisions of this Article 5, and thereafter in each case when the selling Unit Owner desires to sell its Unit.

Section 5.2. Exclusions. This Article 5 shall not apply to:

- a. Any sale or transfer of a Unit of which the Declarant is the Unit Owner; or
- b. Subject to the other provisions of this Declaration, any sale or transfer of any Unit through corporate acquisition, merger, purchase or transfer of stock or partnership interest or from one partner to another, or sale or transfer to an affiliated or subsidiary entity or entity which controls, is controlled by or is under common control with the Unit Owner; or
- c. Subject to the other provisions of this Declaration, any lease, occupancy agreement or other transfer other than by sale of any interest in the Unit as real property; or
- d. Upon any event of default by a Unit Owner (including without limitation, Declarant) under any Permitted Mortgage which is a lien upon its Unit, any sale of the Unit under foreclosure, including delivery of a deed to the mortgagee in lieu of foreclosure, shall be made free and clear of the provisions of this Article, but the purchaser or grantee thereupon and thereafter shall be subject to the provisions hereof, provided, that if the purchaser following such foreclosure sale or grantee under deed in lieu of foreclosure shall be the former mortgagee, said mortgagee may thereafter sell the Unit free and clear of the provisions of this Article 8, but its grantee shall thereupon and thereafter be subject to all of the provisions thereof.

Section 5.3. Non-Waiver. The failure or refusal of any Unit Owner to exercise its rights pursuant to this Article V with respect to any particular Notice shall not constitute a waiver of such right with respect to any subsequent Notice attributable to the Unit which was the subject of the Notice or any other Unit.

Section 5.4. Failure to Comply. If any Unit Owner sells or attempts to sell its Unit without first complying with the provisions of this Article V, such attempted sale shall be void and shall convey no title or interest whatsoever upon the intended purchaser.

Section 5.5. Priority over Leases. The provisions contained in this Article V shall apply to and take precedence over a purchase option in a lease of a Unit or a right of first refusal to purchase a Unit by a Lessee of such Unit, unless the landlord in a particular case is the Declarant.

ARTICLE VI. Use Restrictions

Section 6.1. Use and Occupancy of Units and Common Elements. The Units and Common Elements shall be occupied and used subject to restrictions that may be set forth in the By-Laws or the Rules and Regulations as referred to in the By-laws.

a. The only permitted occupancy and use of the Unit shall be for residential, for single families or no more than three (3) unrelated adults.

b. Every lease, agreement of sale, deed or other instrument creating any interest in all or any part of the Unit shall contain a provision substantially as follows:

"The Unit hereby leased (or agreed to be conveyed, or conveyed, as the case may be) may be used as a residence for use by a single family or no more than three (3) unrelated adults.

c. Prior to any party other than Declarant entering into any lease, agreement of sale, deed or other instrument creating any interest in any Unit, such instrument shall be submitted to the Executive Board, together with a detailed statement of the proposed use and such additional information as the Executive Board may reasonably request, and such instrument shall not be executed unless and until the Executive Board shall give its approval in writing, which approval shall not be unreasonably withheld. In the event the Executive Board does not give its written disapproval within 30 days after receipt of such submission and such additional documentation requested, its approval shall be deemed to have been given.

d. Subject to other requirements of record, signs and advertising or other displays may be maintained or permitted on any part of the Property or Unit only with the prior written permission of the Executive Board. The right is reserved by the Declarant or its agent or agents to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units, and on any part of the Common Elements.

e. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Executive Board except as herein expressly provided. The use and the 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.

f. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the property, or contents thereof, applicable uses otherwise permitted, 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 its Unit or in the Common Elements which will violate any law, statute, ordinance or regulation of any governmental body or which will result in the cancellation of any insurance maintained by the Executive Board. No waste shall be committed in the Common Elements.

g. Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of any Unit, the Buildings or on the Property and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior written consent of the Executive Board, which consent shall not be unreasonably withheld.

h. Trash, garbage and recyclables shall be collected by each individual unit owner and stored within the unit owners garage. Disposal shall be by individual unit collection service.

i. Additional Executive Board Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the property, may be promulgated from time to time by the Executive Board, subject to the right of the Unit Owners Association to change such Executive Board Rules and Regulations. Copies of the then current Executive Board Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such Executive Board Rules and Regulations or any amendments thereto.

Section 6.2. Use Restrictions.

a. No satellite dishes (or any other similar equipment) may be attached to the buildings exterior. Owners, upon review of plans by the Executive Board, may be granted permission to install a satellite dish, no greater than 24" in diameter, attached to a 4" x 4" post, with underground cable from the post to the unit. The post, trenching, cable, seeding, & mulching to be installed at the Owner's expense with final location of the post to be approved by the Condo Association Executive Board prior to installation.

b. Exterior storage of boats, trailers, fifth wheels and other similar property is not permitted.

c. Detached storage buildings are not permitted.

d. Installation of a screen door on the main entry door (at the Owner's expense) will be permitted subject to prior approval of the door and door color from the Condo Association Executive Board.

REAL PROPERTY, ARTICLE VII. Mortgages

Section 7.1. Permitted Mortgages. A Unit Owner other than the Declarant or the Executive Board may not voluntarily encumber or subject his or its Unit to any lien, other than the lien of a Permitted Mortgage. Whether or not they expressly so state, all such Permitted Mortgages and the obligations secured thereby shall be deemed to provide, generally, that the Permitted Mortgage, and the rights and obligations of the parties thereto, shall be subject to the terms and conditions of the Act and this Declaration and shall be deemed to provide specifically, but without limitation, that the Permitted Mortgagee shall have no right (a) to participate in the adjustment of losses with insurers or in the decision as to whether or not or how to repair or restore damage to or destruction of the property or (b) to accelerate the mortgage debt or to have any other remedies by virtue of waste or alleged waste or other conditions occurring anywhere on the Property other than within the affected Unit, and the obligation secured shall be prepayable, without penalty, upon the happening of any termination of the Condominium or determination not to restore or replace the affected Unit. No Unit Owner shall deliver any Permitted Mortgage, or any obligation to be secured thereby unless it has first notified the Executive Board of the name and address of the proposed Permitted Mortgagee and of the amount of the debt proposed to be so secured. When such a Permitted Mortgage is delivered to the Permitted Mortgagee the Unit Owner shall simultaneously provide executed or conformed copies to the Executive Board. Upon receipt of such copy of a Permitted Mortgage the Secretary of the Executive Board shall instruct the insurer of the property to add the name of the Permitted Mortgagee to the mortgage loss payable provision of the hazard insurance policy covering the Property and to provide such Permitted Mortgagee with a Certificate of Insurance showing that the Permitted Mortgagee's name has been so added. The lien of any purported mortgage which does not comply with all the requirements of this Article VIII shall not attach to or affect the Property or any part thereof or interest therein and shall be of no force and effect as and to the extent that it purports to relate thereto. The Secretary shall maintain a register of such Permitted Mortgages showing the names and addresses of the Permitted Mortgagees and the amount secured thereby.

ARTICLE VIII. Real Estate Taxes

Section 8.1. Real Estate Taxes. It is understood that real estate taxes are to be separately assessed and taxed to each Unit Owner for its Unit and corresponding Percentage Interest in the Common Elements, as provided in the Act. For the year in which this Declaration is first recorded, real estate taxes shall be apportioned between Declarant and each Unit Owner on a calendar year basis. In the event that real estate taxes for any year are not separately assessed against each Unit Owner, but rather are assessed against the Property as a whole, then each Unit Owner shall pay its proportionate share thereof in accordance with its respective Common Expense Liability, and in said event, such taxes shall be a Common Expense. The Executive Board shall have authority to advance funds of the Unit Owners' Association in payment of all or a portion of such taxes pending receipt from the respective Unit Owners of their proportionate share thereof.

ARTICLE IX. Leasing

Section 9.1. Leasing. A Unit Owner may lease or sublease his Unit (but not less than his entire Unit) at any time and from time to time provided that (except for a lease or sublease made by (i) a Declarant or (ii) a Permitted Mortgagee which is either in possession or is a purchaser at judicial sale): (1) no Unit may be leased or subleased for transient or hotel purposes or for an initial term of less than ninety days; (2) no Unit may be leased or subleased without a written lease or sublease; (3) a copy of such lease or sublease shall be furnished to the Executive Board within ten days after execution thereof; and (4) the rights of any lessee or sublessee shall be bound by, the covenants, conditions, and restrictions set forth in the Declaration, Bylaws and Rules and Regulations and a default thereunder shall constitute a default under the lease or sublease; provided, however, that the foregoing shall not impose any direct liability on any lessee or sublessee of a Unit to pay any Common Expense assessments on behalf of the Owner of that Unit.

ARTICLE X. Association Unit(s)

Section 10.1. Conveyance. The Declarant reserves the right to convey one or more Units to the Unit Owners' Association or its nominee from time to time, each subject to this Declaration, the By-laws, the Act, covenants, conditions, easements and restrictions of record, and, in general, all matters to which title taken by buyers of Units from the Declarant are subject as set forth in real estate purchase contracts between Declarant and buyers of Units, for such lawful use as the Executive Board deems proper. From and after such conveyance, the Executive Board shall perform, on behalf of all Unit Owners, all of the obligations appurtenant to such Unit or Units. All costs incurred by the Executive Board with respect to such Unit or Units (including, without limitation, real estate taxes, repairs, maintenance, decorating, utility charges, and similar expenses) shall be deemed to be and shall be included as Common Expenses assessed pursuant to the Declaration in the same manner as would have been required had such Unit or Units been established as part of the Common Elements rather than as a Unit or Units, for as long as such Unit or Units are owned by the Unit Owners' Association.

ARTICLE XI. The Executive Board

Section 11.1. Powers. In addition to the powers set forth in the Act, the Executive Board shall have the following powers.

- a. To appoint committees of the Board (which need consist of only one Board Member) and to delegate to such committees the Executive Board's authority to carry out certain duties of the Board, subject to the approval and control of the Board.

b. To engage the services of a manager or managing agent, who may be any person, firm or corporation, upon such terms and compensation as the Executive Board deems fit.

c. To engage the services of any persons (including, but not limited to, accountants and attorneys) deemed necessary by the Executive Board at such compensation as is deemed reasonable by the Executive Board, in the operation, repair, maintenance and management of the Property, or in connection with any duty, responsibility or right of the Executive Board and to remove, at any time, any such personnel.

d. To pay any amount necessary to discharge any mechanics' lien or other encumbrance levied against the Property or any part thereof which may in the opinion of the Executive Board constitute a lien against the Property or against the Common Elements, rather than merely against the interest therein of particular Unit Owners. Where one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Executive Board by reasons of said lien or liens, including without limitation, reasonable attorneys' fees and disbursements, shall be specially assessed to said Unit Owners.

e. To expend funds for the maintenance and repair of any Unit or any other portion of the Property which a Unit Owner is obligated to maintain or repair under the terms hereof, if such maintenance or repair is necessary, in the discretion of the Executive Board, to protect the Common Elements or any other portion of the Property, and the Owner of said Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Executive Board to said Unit Owner; provided that the Executive Board shall levy a special assessment against such Unit for the cost of said maintenance or repair.

f. In the event two or more Units share a common utility meter or if a portion of the Common Elements and one or more Units share a common utility meter, to determine the proper allocation of the cost of the utility service among the recipients of such utility service, which determination shall be conclusive and binding.

Section 11.2. Disputes. In the event of any dispute or disagreement between or among any Unit Owners relating to the Property, or any questions of interpretation or application of the provisions of this Declaration, the Plats and Plans, the By-laws or the Rules and Regulations, the determination thereof by the Executive Board acting in accordance with such governing documents, shall be final and binding on each and all such Unit Owners. The Executive Board shall have the authority to seek a declaratory judgment or other appropriate judicial relief or order to assist it in carrying out its responsibilities under this Section 11.2. All costs of obtaining

such a judgment shall be borne by the disputants, or in the absence of disputants, by the Unit Owners' Association as a Common' Expense.

Section 11.3. Validity of Contracts with Interested Executive Board Members. No contract or other transaction between the Unit Owners' Association and one or more of its Executive Board members, or between the Unit Owners' Association and any corporation, firm or association in which one or more of the Executive Board members are directors or officers, or are financially interested, shall be void or voidable because such Executive Board Members are present at any meeting of the Executive Board or a committee thereof which authorized or approved the contract or transaction or because its votes are counted, if the circumstances specified in either of the following subparagraphs exists:

a. The fact that an Executive Board member is also such a director or officer or has such financial interest is disclosed or known to the Executive Board or committee and is noted in the minutes hereof, and the Executive Board or committee authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such Executive Board member or members; or

b. The contract or transaction is made in good faith and is not unconscionable to the Unit Owners' Association at the time it is authorized, approved or ratified.

Section 11.4. Inclusion of Interested Executive Board Members in the Quorum. Any Executive Board member holding such director or officer position or having such financial interest in another corporation, firm or association may be counted in determining the presence of a quorum at a meeting of the Executive Board or committee thereof which authorizes, approves or ratifies a contract or transaction of the type described in Section 11.3 hereof.

ARTICLE XII. Budget, Common Expenses; Assessments and Enforcement

Section 12.1. Monthly Payments. All Common Expense assessments made in order to meet the requirements of the Association's annual budget shall be deemed to be adopted and assessed on monthly basis (rather than on an annual basis payable in monthly installments) and shall be due and payable in advance on the first day of each month. Special assessments shall be due and payable in one or more monthly payments, in advance, on the first day of each month, as determined by the Executive Board.

Section 12.2. Subordination of Certain Charges. Any fees, charges, late charges, fines and interest which may be levied by the Executive Board pursuant to Sections 3302(a)(10), (11) and (12) of the Act, shall be subordinate to the *lien of a Permitted Mortgage* on a Unit.

Section 12.3. Limitation on Expenditures. All expenses, charges and costs of the maintenance, repair or replacement of the Common Elements, and any other expenses, charges or costs for structural alterations, capital additions to, or capital improvements on, the Common Elements which the Executive Board may incur or expend pursuant hereto, shall be approved by the Executive Board, and a written budget or memorandum thereof prepared and signed by the Treasurer. Other than for purposes of repairing, replacing and restoring portions of the Common Elements in an emergency as determined in good faith by the Executive Board, there shall be no funds expended, without the prior approval of Unit Owners holding at least two-thirds of the Percentage Interests as set forth in Exhibit "C", (a) in excess of 10% of the annual budget or (b) with respect to any items in the budget that exceed in the aggregate the budgeted amounts by more than 10% of the annual budget for the year in question unless such excess can be covered by other budgeted items not fully expended or by budget reserves.

Section 12.4. Reserve. Each annual budget for Common Expenses may include an amount reasonably considered by the Executive Board to be sufficient as a reserve for replacement, contingencies, capital expenditure and deferred maintenance. To initiate such reserve, the Declarant may collect from any or all of its grantees, at time of settlement, an amount equal to twice the estimated monthly common expenses assessment allocable to the Unit purchased by such grantee and shall remit such amount to the Executive Board; provided, that such assessment shall not be refunded or repayable in any event to the grantees. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year may be charged first against any such reserve in the discretion of the Executive Board. In addition, the Executive Board shall have the right to segregate all or any portion of the reserve for any specific replacement or contingency upon such conditions as the Executive Board deems appropriate.

Section 12.5. Accounting. Within One Hundred Twenty (120) days after the end of the fiscal year of the Unit Owners' Association, the Executive Board shall supply to all Unit Owners an itemized accounting of the Common Expenses for the preceding fiscal year actually incurred and paid together with tabulation of the amounts collected pursuant to the annual budget or assessments and leases and sales of Units owned or managed by the Executive Board on behalf of the Unit Owners' Association, and showing the net excess or deficit of income over expenditures plus reserves.

Section 12.6. Special assessments. If any annual budget proves inadequate for any reason, including nonpayment of any Unit Owner's assessments, or any non-recurring Common Expense or any Common Expense not set forth in the annual budget as adopted, the Executive Board may at any time levy a further assessment, which shall be assessed to the Unit Owners in accordance with Common Expense Liabilities, provided, that if such further assessment is greater than 10% of the aggregate amount of the annual budget for the year in question, the same shall first be approved by Unit owners holding at least two-thirds of the Percentage Interests as set forth in Exhibit "C". Such further assessment shall be payable in such monthly installments and subject to late payment charges as the Board may determine. The Executive Board shall serve

notice of such further assessment on all Unit Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall be me effective and shall be payable at such time or times as determined by the Executive Board.

Section 12.7. Acceleration. If Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the Executive Board may, in addition to all other remedies in the Act or Declaration contained, accelerate all other monthly payments of charges and assessments due for the fiscal year in which such default occurs; provided, however, a foreclosing permitted Mortgagee shall entitled to automatic subordination of such sums in excess of the amounts given priority over mortgage liens in the Act.

Section 12.8 Electricity and Other Utility Charges. Each Unit Owner shall pay all electricity and other utility charges of any type attributable to its Unit and shall be billed through separate meters. Electricity and other utility charges of any type attributable to the Common Elements shall be Common Expenses payable by all Unit Owners as such.

Section 12.9. Interest and Charges. All sums assessed by the Executive Board against any Unit Owner as a regular or special assessment or for electricity or other utility charges of any type shall be subject to late payment charges as determined by the Executive Board and shall bear interest thereon at a floating rate equal to the prime rate of Nittany Bank, or its successor, announced as such from time to time, plus two percent per annum, each change in the rate to be effective on the date announced, all as determined by the Executive Board, from the tenth (10th) day following default-in payment of any installment when due. Any delinquent Owner shall also be obligated to pay (i) all expenses of the Board, including reasonable attorneys' fees, incurred in the collection of the delinquent assessment or utility charges by legal proceedings or otherwise, and (ii) any amounts paid by the Board for taxes or on account of superior liens or otherwise to protect its lien, which expenses and amounts, together with accrued interest, shall be deemed to constitute part of the delinquent assessment and shall be collectible as such, subject to Section 12.2 above.

Section 12.10. Surplus. Any amounts accumulated from assessments for General Common Expenses and income from the operation of the Common Elements to which such General Common Expenses pertain in excess of the amount required for actual General Common Expenses and reserves for future General Common Expenses shall be credited to each Unit Owner in accordance with Percentage Interests, said credits to be applied to the next monthly assessments of General Common Expenses due from said Unit Owners under the current fiscal year's budget, and thereafter, until exhausted.

Section 12.11. Confession of Judgment. IN ORDER TO EXPEDITE THE EXECUTIVE BOARD'S COLLECTION OF ANY DELINQUENT ASSESSMENT, ELECTRIC OR UTILITY CHARGE, EACH UNIT OWNER (BY THE ACCEPTANCE OF THE DEED TO ITS 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) OR ELECTRICITY OR OTHER UTILITY CHARGES OF ANY TYPE AND ALL OTHER AMOUNTS RECOVERABLE UNDER SECTION 12.9, WHICH APPOINTMENT (BEING FOR SECURITY) SHALL BE IRREVOCABLE; AND FOR SO DOING A COPY OF THIS ARTICLE 1E, 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.

ARTICLE XIII. Rights of Permitted Mortgagees

Section 13.1, Reports and Notices. Upon the specific written request of a holder of a mortgage on a Unit or its services to the Executive Board, the mortgagee shall be entitled to receive some or all of the following as designated in the request:

- a. Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Executive Board to the Owner of the Unit covered by the mortgage;
- b. Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Unit Owners;
- c. Copies of notices of meetings of the Unit Owners and the right to designate a representative to attend such meetings;
- d. Notice of the decision of the Unit Owners to make any material amendment to this Declaration;
- e. Notice of substantial damage to or destruction of any Unit (the repair of which would cost in excess of \$51,000) or any part of the common Elements (the repair of which would cost in excess of \$10,000);
- f. Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the property;
- g. Notice of any default by the owner of the Unit which is subject to the mortgage, where such default is not cured by the Unit Owner within thirty days after the giving of notice by the Association to the Unit Owner of the existence of the default;
- h. The right to examine the books and records of the Executive Board at any reasonable time; or

i. Notice of any decision by the Executive Board to terminate professional management and assume self-management of the Property.

The request of a mortgagee or its services shall specify which of the above items it desires to receive and shall indicate the address to which any notice or documents shall be sent by the Executive Board. The Executive Board need not inquire into the validity of any request made by a mortgagee hereunder.

Failure to comply with the requirements set forth above shall in no way invalidate otherwise proper actions of the Association and the Executive Board.

ARTICLE XIV. Declarant's Rights

Section 14.1. Control.

a.. Until the 60th day after conveyance of twenty-five (25%) percent of units to Unit Owners other than Declarant, Declarant shall have the right to appoint and remove any and all officers and members of the Executive Board. Declarant may not unilaterally remove any members of the Executive Board elected by Unit Owners other than Declarant.

b. Not later than sixty days after conveyance of twenty-five (25%) percent of units to Unit Owners other than Declarant, three (3) of the five (5) members of the Executive Board shall be elected by the Unit Owners other than the Declarant.

c. Not later than the earlier of (i) five years after the date of the recording of this Declaration, or (ii) 60 days after seventy-five (75%) percent of the Units which may be constructed on the Property have been conveyed to Unit Owners other than Declarant, all members of the Executive Board shall resign, and the Unit Owners (including Declarant to the extent of Units owned by Declarant) shall elect a new five member Executive Board, at which time Declarant shall deliver to the Association all property of the Unit Owners held or controlled by Declarant, including, without limitation, a copy of the Recorded Declarations, all amendments thereto, the Association's Articles of Incorporation, if any, together with evidence of their filing with the Department of State, a copy of the Bylaws, a complete set of all Executive, Board Meeting minutes and resolutions, all other books and records of the Association; a complete copy of all rules and regulations adopted to that time, copies of all Association tax returns, and tax exempt elections, copies of all past and current budgets of the Association, resignations of all officers and members of the Executive Board who are required to resign who are required to resign within ninety days after the turnover of control; a complete audit of the finances of the Association for the time period between the last audit and the date of termination of Declarant control, prepared by an independent certified public accountant (the costs of

the audit are to be borne equally by the Declarant and the Association), all Association funds or control of such funds; all tangible personal property which is part of the common elements or that is otherwise property of the Association, and inventories of such personal property; a copy of the plans or drawings and specifications, if any, used in the construction, rehabilitation, renovation or remodeling of any buildings and improvements, if and to the extent the work was performed by or on' behalf of the Declarant and was substantially completed during the period commencing three (3) years prior to the date of the first public offering statement and ending on the date by which compliance with §3320 is required; all insurance policies then in force insuring the association; copies of certificates or statements of occupancy, if and to the extent available; any other permits applicable to the property which are then currently in force, all notices of violations of governmental requirements then outstanding and uncured and all reports of investigations for the presence of hazardous conditions; any written warranties with regard to the property then in force from contractors; a roster of unit owners and mortgagees and their respective addresses and telephone numbers, if known; employment contracts in which the association is or is to be a contracting party; and service contracts and other contracts and leases in which the association is or is to be a contracting party or in which the association has directly or indirectly an obligation or a responsibility to pay some or all of the fees or charges.

ARTICLE XV. Limitation of Liability

Section 15.1. Limited Liability of the Executive Board. The Executive Board, and its members in their capacity as members, officers and employees:

a. Shall not be liable for the failure of any service to be obtained by the Executive Board and paid for by the Association, or for injury or damage to Persons or property caused by the elements or by another Unit Owner or Person on the Property, or resulting from electricity, gas, water, rain, dust or sand which may leak or flow from the outside or from any part of the Building, or from any of its pipes, rains, conduits, appliances, or equipment, or from any other place unless in each such instance such injury or damage has been caused by the willful misconduct or gross negligence of the Association or the Executive Board;

b. Shall not be liable to the Unit Owners as a result of the performance of the Executive Board members' duties for any mistake of judgment, negligence or otherwise, except for the Executive Board members' own willful misconduct or gross negligence;

c. Shall have no personal liability in contract to a Unit Owner or any other person or entity under any agreement, check contract, deed, lease, mortgage, instrument or transaction entered into by them on behalf of the Executive Board or the Association in the performance of the Executive Board members' duties;

d. Shall not be liable to Unit Owner, or Unit Owner's tenants, employees, agents, customers or guests, for loss or damage caused by theft of or damage to personal property left by such Unit Owner or his tenants, employees, agents, customers or guests in a Unit, or in or on the Common Elements or Limited Common Elements, except for the Executive Board members' own willful misconduct or gross negligence;

e. Shall have no personal liability in tort to a Unit Owner or any other person or entity, direct or imputed, by virtue of acts performed by or for them, except for the Executive Board members own willful misconduct or gross negligence in the performance of their duties; and

f. Shall have no personal liability arising out of the use, misuse or condition of the Building, or which might in any other way be assessed against or imputed to the Executive Board members as a result of or by virtue of their performance of their duties, except for the Executive Board members' own willful misconduct or gross negligence.

Section 15.2. Indemnification. Each member of the Executive Board, in his or her capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he or she may become involved by reason of his or her being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he or she is an Executive Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged guilty of willful misconduct or gross negligence in the performance of his or her duties; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he or she is then an Executive Board member) approves such settlement and reimbursement as being in the best interests of the Association; and provided further that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board member and/or officer had no reasonable cause to believe his or her conduct was unlawful. The indemnification by the Unit Owners set forth in this Section 15.2 shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

Section 15.3. Defense of Claims. Complaints brought against the Association, the Executive Board or the officers, employees or agents thereof in their respective capacities as such, or the condominium as a whole, shall be directed to the Executive Board of the Association, which shall promptly give written notice thereof to the Unit Owners and the holders of any mortgages on Units and such complaints shall be defended by the Association. The Unit Owners and the holders of mortgages on Units shall have no right to participate in such defense other than through the Association.

Section 15.4. Insurance. The Executive Board shall obtain insurance to satisfy the indemnification obligation of the Association and all Unit Owners set forth in Section 15.2 above, if and to the extent available.

ARTICLE XVI. Insurance and Restoration

Section 16.1. Generally. The Executive Board shall acquire and pay for insurance as required by the Act subject to the following:

- a. Such insurance as the Executive Board deems advisable in the operation, and for its protection, of the Common Elements and the Units.
- b. The amount of property insurance obtained pursuant to the Act shall in no event be less than the aggregate principal amount of all Permitted Mortgages. Such insurance policy(ies) may, at the option of the Board, contain a "deductible" provision in an amount determined by the Board.
- c. Each Unit Owner and the Executive Board hereby waives and releases any and all claims which he or it may have against any other Unit Owner, the Unit Owners' Association, the Executive Board and members thereof, the Declarant and their respective officers, employees and agents, for damage to the Common Elements, the Units, or to any personal property located in the Units or Common Elements, caused by fire or other casualty or any act or omission of any such party to the extent that such damage is covered by fire or other form of hazard insurance.
- d. If the act or omission of a Unit Owner, or of a guest, occupant, invitee, licensee or visitor of such Unit Owner, shall cause damage to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Executive Board, to the extent such payment is not waived or released under the provisions of subparagraph "c" above.
- e. Any release or waiver referred in subparagraphs "c" and "d" above shall be valid only if such release or waiver does not affect the right of the insured under the applicable insurance policy to recover thereunder. The Unit Owners and the Executive Board agree that with regard to the insurance carriers, such release or waiver does not affect their rights to recover.

f. If the Executive Board fails within sixty (60) days of an insured loss to initiate a claim for damages recoverable under the property insurance policy(ies) obtained pursuant to the Act, the holder of any Permitted Mortgage may initiate such a claim on behalf of the Board.

g. Each Unit Owner, other than the Defendant, shall notify the Board in writing of any additions, alterations or improvements to its Unit and each Unit owner shall be responsible for any deficiency in any insurance less recovery resulting from its failure so to notify the Unit Owners' Association.

h. Comprehensive public liability and property damage insurance as required by the Act shall be in such limits as the Board shall deem desirable, insuring the Unit Owners' Association, the Board members, the managing agents, if any, and their respective officers, agents and employees, and the Unit Owners from any liability to the public or to the Unit Owners, their guests, occupants, invitees, licensees or visitors relating in any way to the ownership or use of the Property or any part thereof.

i. The Board may obtain such other forms of insurance as it shall elect, including Board members' and officers' liability insurance and such Worker's Compensation insurance as may be necessary to comply with applicable law.

j. The Board shall obtain a fidelity bond or bonds to protect against dishonest acts on the part of the Board members, officers, agents, employees, volunteers and all others who handle, or are responsible for handling, funds of the Unit Owners' Association. Such bond or bonds shall name the Unit Owners' Association as an obligee and shall be in such amount as the Board deems appropriate. Such bond or bonds shall contain a waiver of defense based upon the exclusion of persons who serve without compensation from the definition of "employee".

k. Except as otherwise provided in this Declaration, premiums for all insurance obtained or maintained by the Board, fees and expenses of the insurance trustee, if any, and the cost of any appraisal which the Board deems advisable in connection with any insurance, shall be Common Expenses.

l. The Board shall use its best efforts to secure policies with provisions that they cannot be cancelled, invalidated or suspended on account of the conduct of any one or more individual Unit Owners or any officer or employee of the Board or managing agent, if any, without a prior demand in writing that the Board or managing agent, as the case may be, cure the defect and without a reasonable period of time thereafter in which to cure the same.

m. Insurance coverage on the furnishings and other items of personal property belonging to a Unit Owner and insurance for its personal liability, to the extent not covered by insurance maintained by the Board, shall be the responsibility of each such Unit Owner. This sub-paragraph shall apply to any improvements or fixtures installed by a Unit Owner.

n. All physical damage insurance policies purchased by the Executive Board shall be for the benefit of the Unit Owners' Association, the Unit Owners and their Permitted Mortgagees, as their interests may appear, and shall provide that, with respect to any single loss, if the proceeds thereof exceed \$250,000.00, then all such proceeds shall be paid in trust to a reputable lending institution in Centre County with trust powers as may be designated by the Executive Board (which trustee is herein referred to as the "Insurance Trustee"). If such proceeds do not exceed \$250,000.00, then all such proceeds shall be paid to the Executive Board to be applied pursuant to the Act. If proceeds are payable to the Insurance Trustee, the Executive Board shall enter into an Insurance Trust Agreement with the Insurance Trustee which shall provide that the Insurance Trustee shall not be liable for payment of premiums, the renewal of the policies, the sufficiency of coverage, the form of contents of the policies, the correctness of any amounts received on account of the proceeds of any insurance policies, or for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the same in trust for the purposes elsewhere stated in this Declaration and the Act, for the benefit of the insured and their beneficiaries thereunder.

o. Any and all insurance obtained shall be with an insurance company rated at least A, Class XIV by Best's Insurance Reports.

Section 16.2. Repairs and Reconstruction After Fire or Other Casualty.

a. When Repair and Reconstruction are Required. Except as otherwise provided in subparagraph (d) of this Section 16.2, in the event of damage to or destruction of a building as a result of fire or other casualty, the Executive Board, under the direction of the Insurance Trustee if an Insurance Trustee is required, shall arrange for and supervise the prompt repair and restoration of the Building as required by the Act. Notwithstanding the foregoing, each Unit Owner shall have the right to supervise the redecorating of its own Unit.

b. Procedure for Reconstruction and Repair.

(1) Cost Estimates. Immediately after a fire or other casualty causing damage to the Building or Buildings, the Executive Board, under the direction of the Insurance Trustee, if any, shall obtain reliable and detailed estimates of the cost of repairing and restoring the Building or Buildings as required by the Act to a

condition as good as that existing before such casualty. Such costs may also include professional fees and premiums for such bonds as the Executive Board or Insurance Trustee determines to be necessary.

(2) Assessments. If the proceeds of insurance are not sufficient to defray such estimated costs of reconstruction and repair, or if upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, the amount necessary to complete such reconstruction and repair may be obtained from the appropriate reserve for replacement funds and/or shall be deemed a Common Expense and a special assessment therefor shall be levied.

(3) Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the original construction of the property.

c. Disbursement of Construction Funds.

(1) Construction Fund and Disbursement. The proceeds of insurance collected on account of casualty, and the sums received by the Executive Board or Insurance Trustee from collections of assessments against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner.

(a) If the estimated cost of reconstruction and repair is less than \$250,000.00, then the construction fund shall be disbursed in payment of such costs upon order of the Executive Board.

(b) If the estimated cost of reconstruction and repair is \$250,000.00 or more, then the construction fund shall be disbursed in payment of such costs upon approval of an architect qualified to practice in Pennsylvania and employed by the Insurance Trustee to supervise such work, payment to be made from time to time as the work progresses. The architect shall be required to furnish a certificate giving a brief description of the services and materials furnished by various contractors, subcontractors, materialmen, the architect and other persons who have rendered services or furnished materials in connection with the work and stating that: (a) the sums requested by them in payment are justly due and owing and that such sums do not exceed the value of the services and materials furnished; (b) there is no other outstanding and indebtedness known to such architect for the services and materials described; and (c) the cost as estimated by such architect for the work remaining to be done subsequent to the date of such certificate does not exceed the amount of the construction fund remaining after payment of the sum so requested.

(2) Surplus. It shall be presumed that the first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds and, if there is a balance in the construction fund after the payment of all of the costs of the reconstruction and repair for which the fund is established, such balance shall be divided among all Unit Owners in proportion to their Common Expense Liabilities and shall be credited or distributed in accordance with the priority of interests at law or in equity in each Unit.

(3) Common Elements. When the damage is to both Common Elements and Units, the insurance proceeds shall be applied first to the cost of repairing those portions of the Common Elements which enclose and service the Units, then to the costs of repairing the Units.

(4) Certificate. The Insurance Trustee shall be entitled to rely upon a certificate executed by the President or Vice President, and the Secretary, Certifying: (i) whether the reconstructed and repaired: (ii) the name of the payee and the amount to be paid with respect to disbursement from any construction fund or whether surplus funds to be distributed are less than the assessments paid by the Unit Owners; and (iii) all other of any construction fund. Any such certificate shall be delivered to the Insurance Trustee promptly after request.

d. When Reconstruction is not required. In the event of insubstantial damage to the Common Elements, and if the Executive Board shall elect not to repair the same, or in the event there is to be no repair or replacement pursuant to Section 3312(g) of the Act, then in either such event any insurance proceeds received on account of such damage shall be expended and/or distributed in accordance with Section 3312 of the Act. If the Condominium shall be terminated pursuant to Section 3220 of the Act, the provisions of Section 3220 of the Act shall apply.

IN WITNESS WHEREOF, the said parties have hereunto set their seals the 26 day of

July, 20 11.



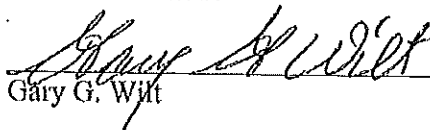
Ronald D. Mattern



Allen Rex Mattern



Daniel L. Mattern



Gary G. Wilt

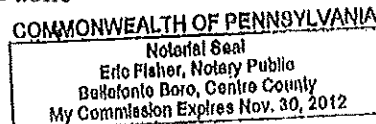
COMMONWEALTH OF PENNSYLVANIA)
) : SS
COUNTY OF CENTRE)

On this 19 day of July, 2011, before me, a notary public, the undersigned officer, personally appeared Ronald D. Mattern, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he has executed the same for the purpose therein contained.

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

My Commission Expires: Nov. 30, 2012

Eric Fisher
Notary Public



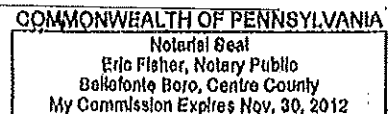
COMMONWEALTH OF PENNSYLVANIA)
) : SS
COUNTY OF CENTRE)

On this 18 day of July, 2011, before me, a notary public, the undersigned officer, personally appeared Allen Rex Mattern, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he has executed the same for the purpose therein contained.

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

My Commission Expires: Nov. 30, 2012

Eric Fisher
Notary Public



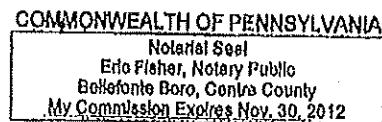
COMMONWEALTH OF PENNSYLVANIA)
) : SS
COUNTY OF CENTRE)

On this 18 day of July, 2011, before me, a notary public, the undersigned officer, personally appeared Daniel L. Mattern, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he has executed the same for the purpose therein contained.

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

My Commission Expires: Nov. 30, 2012

Eric Fisher
Notary Public



COMMONWEALTH OF PENNSYLVANIA)
)
) SS
COUNTY OF CENTRE)

On this 26 day of July, 2011, before me, a notary public, the undersigned officer, personally appeared Gary G. Wilt, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he has executed the same for the purpose therein contained.

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

My Commission Expires: Nov. 30, 2012

Notary Public

Stamped original

LEGAL DESCRIPTION FOR
TOTAL AREA OF REAL ESTATE OWNED BY
DECLARANT (as referenced in Section 1.1) KNOWN AS
THE GLEN AT PARADISE HILLS SOUTH CONDOMINIUM

ALL THAT CERTAIN messuage, tenement and tract of land situated in Benner Township, Centre County, Pennsylvania, bounded and described on the basis of a survey thereof by Knapka Surveying, Inc., as follows:

BEGINNING at a northwesterly corner of the land herein described, at an iron pin set at a point of curvature in the southwesterly line of the variable-width right of way of Quarry Street; thence in a southeasterly direction along the southwesterly line of said Street, by a curve to the left on a radius of 275.00 feet for an arc distance of 314.70 feet to an iron pin set at a point of tangency, the chord of which curve bears South 73 degrees 55 minutes 05 seconds East, 297.81 feet; thence continuing along the southerly line of said Street, North 73 degrees 17 minutes 52 seconds East, 180.07 feet to an iron pin set; thence along lands now or formerly of Sun Enterprises, Inc., South 21 degrees 55 minutes 30 seconds East, 223.17 feet to an iron pin set; thence along lands now or formerly of Joyce A. & James R. Waugh, South 77 degrees 13 minutes 14 seconds West, 367.78 feet to an iron pin found; thence still along said lands of Waugh, South 12 degrees 16 minutes 40 seconds East, 199.62 feet to an iron pin (one-inch drill rod) found; thence along lands now or formerly of David J. & Sandra L. Ashton, and continuing along lands now or formerly of Dale Walter, South 81 degrees 02 minutes 20 seconds West, 300.19 feet to an iron pin found; thence along lands now or formerly of Ronald D. Mattern, et al, in Lot 7, by the following four courses: First, North 28 degrees 09 minutes 21 seconds West, 288.34 feet to an iron pin set; Second, North 61 degrees 50 minutes 39 seconds East, 180.53 feet to an iron pin set; Third, North 07 degrees 05 minutes 11 seconds East, 203.35 feet to an iron pin set; and Fourth, North 48 degrees 51 minutes 57 seconds East, 30.00 feet to the iron pin at the place of beginning.

CONTAINING 4.906 acres, and BEING Lot 8 of a subdivision plan prepared by Knapka Surveying, Inc. entitled "Final Plan Paradise Hills Subdivision," dated January 31, 2003 and recorded in Centre County Plat Book 71 pages 93 through 95, and BEING the land shown on a land development plan prepared by Knapka Surveying, Inc. entitled "Final Land Development Plan for The Glen at Paradise Hills South," dated February 3, 2011, intended to be recorded; and

COMPRISING that certain tract of land vested in Ronald D. Mattern, Allen Rex Mattern, Daniel L. Mattern, and Gary G. Wilt by deed of Ronald D. Mattern, et al, dated October 5, 2007 and recorded in Centre County Record Book 1997, page 867, Lot No.8 therein.

EXHIBIT "A"

DECLARATION OF OPEN SPACE / RECREATION EASEMENT
FOR
THE GLEN AT PARADISE HILLS NORTH
AND
THE GLEN AT PARADISE HILLS SOUTH
dated April 24, 2008 and recorded May 1, 2008
in Centre County Record Book 2009 page 869

THIS DECLARATION is made the 24th day of April, 2008, by and between RONALD D. MATTERN, ALLEN REX MATTERN and DANIEL L. MATTERN, of 1076 East Bishop Street, Bellefonte, Centre County, Pennsylvania, and GARY G. WILT, of Walker Township, Centre County, Pennsylvania, hereinafter referred to collectively as "DEVELOPERS."

WITNESSETH:

WHEREAS, DEVELOPERS are the fee simple owners of two certain tracts of land situated in Benner Township, Centre County, Pennsylvania, vested by deed of Ronald D. Mattern, Allen Rex Mattern and Daniel L. Mattern, dated October 5, 2007 and recorded in Centre County Record Book 1997, page 867, being Lot 1 and Lot 8 of a subdivision plan entitled "Final Plan for Paradise Hills Subdivision," dated January 31, 2003 and recorded in Centre County Plat Book 71, pages 93-95; and

WHEREAS, DEVELOPERS intend to develop Lot 1 of said subdivision with 12 residential townhouse units within three buildings, as more fully shown upon a plan prepared by Knapka Surveying, Inc. entitled "Final Land Development Plan For The Glen at Paradise Hills North," dated July 3, 2007 and intended to be recorded; and

WHEREAS, DEVELOPERS propose to develop Lot 8 of said subdivision with approximately 10 residential townhouse units in three buildings, which proposed land development shall be shown upon a future land development plan to be prepared by Knapka Surveying, Inc., intended to be entitled "Final Land Development Plan for The Glen at Paradise Hills South," which plan is intended to be recorded; and

WHEREAS, DEVELOPERS intend to create separate Condominium Plans and By-Laws for each of The Glen at Paradise Hills North and The Glen at Paradise Hills South; and

WHEREAS, DEVELOPERS desire to establish an Open Space / Recreation Area on Lot 8 for the benefit of the condominium owners and/or other residential parties of both The Glen at Paradise Hills North and The Glen at Paradise Hills South.

NOW, THEREFORE, intending to be legally bound hereby, DEVELOPERS, for themselves, their respective heirs, successors, and assigns, and for the future condominium owners

EXHIBIT "B"

of The Glen at Paradise Hills North and The Glen at Paradise Hills South, and/or other residential parties of Lot 1 and/or Lot 8, their respective heirs, successors, and assigns, do hereby declare as follows:

1. Lot 8 shall be subject to a permanent Open Space / Recreation Easement, as more fully shown upon the Final Land Development Plan for The Glen at Paradise Hills North, the perimeter of which easement is described on Exhibit "A," attached hereto.

2. The Open Space / Recreation Easement shall be a permanent easement to be kept, repaired, and maintained as such by The Glen at Paradise Hills North and The Glen at Paradise Hills South. Expenses will be allocated between the two Associations based upon the number of units in each Association. The Glen at Paradise Hills North contains 12 units and The Glen at Paradise Hills South contains 10 units. As a result, each unit owner will be assessed 1/22th of the maintenance costs of the Open Space / Recreation Area.

Improvements shall be voted upon by both Associations and should both Associations not agree, the total votes of each Association will be added together with a decision based upon a minimum vote of 15 unit owners for all decisions requiring the additional expenditure of funds for new improvements to the Open Space / Recreation Area. All votes pertaining to the maintenance of the existing Open Space / Recreation Area shall be by a simple majority vote of the unit owners which shall be 12 unit owners.

3. The Open Space / Recreation Easement shall be covenant running with the land.

4. The Open Space / Recreation Easement shall include an access easement crossing the proposed project to be known as The Glen at Paradise Hills South, as depicted on Sheet 2 of 9 of The Glen at Paradise Hills North, the perimeter of which access easement is described on Exhibit "B," attached hereto.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereto have set their hands and seals the day and year first above written.

WITNESS:

Cin Fisher

Cin Fisher

Cin Fisher

Cin Fisher

DEVELOPERS:

/S/ Ronald D. Mattern

Ronald D. Mattern

/S/ Allen Rex Mattern

Allen Rex Mattern

/S/ Daniel L. Mattern

Daniel L. Mattern

/S/ Gary G. Wilt

Gary G. Wilt

EXHIBIT "B" - CONTINUED

EXHIBIT "A"

PERIMETER DESCRIPTION OF OPEN SPACE / RECREATION EASEMENT

BEGINNING at the southernmost corner of this easement, at an iron pin marking the southernmost corner of Lot 8; thence along lands now or formerly of Daniel L. Mattern, et al, in Lot 7 (PB 71, pages 93-95), North 28 degrees 09 minutes 21 seconds West, 288.34 feet to an iron pin; thence still along said lands in Lot 7, North 61 degrees 50 minutes 39 seconds East, 180. 53 feet to an iron pin; thence through lands of DEVELOPERS in Lot 8, South 07 degrees 05 minutes 11 seconds West, 196.41 feet to a point; thence still through said lands in Lot 8, South 28 degrees 09 minutes 21 seconds East, 151.32 feet to a point in the southerly line of Lot 8; thence along lands now or formerly of Dale Walter, South 81 degrees 02 minutes 20 seconds West, 71.15 feet to the iron pin at the place of beginning.

EXHIBIT "B" - CONTINUED

EXHIBIT "B"

PERIMETER DESCRIPTION OF OPEN SPACE / RECREATION ACCESS EASEMENT

BEGINNING at the northwesternmost corner of this easement, at a point on curve in the southerly line of the variable-width right of way of Benner Township Road #661, known as "Quarry Street," which point is located, for reference, a chord bearing of South 58 degrees 22 minutes 52 seconds East, a chord distance of 163.07 feet from an iron pin at a point of curvature marking the northeast corner of lands now or formerly of Daniel L. Mattern, et al, in Lot 7 (PB 71, pages 93-95) in the southerly line of Quarry Street; thence from said place of beginning, along the southerly line of said Street right of way, in a southeasterly direction, by a curve to the left on a radius of 275.00 feet for an arc distance of 10.03 feet to a point on curve, the chord of which section of curve bears South 76 degrees 40 minutes 23 seconds East, 10.03 feet; thence through lands of DEVELOPERS in Lot 8 by the following six courses: First, South 08 degrees 44 minutes 05 seconds West, 140.36 feet to a point; Second, South 40 degrees 50 minutes 41 seconds West, 34.50 feet to a point of curvature; Third, by a curve to the right on a radius of 57.00 feet for an arc distance of 51.42 feet to a point of tangency, the chord of which curve bears South 66 degrees 41 minutes 18 seconds West, 49.69 feet; Fourth, North 87 degrees 28 minutes 05 seconds West, 68.92 feet to a point; Fifth, South 27 degrees 39 minutes 27 seconds West, 93.58 feet to a point; and Sixth, North 82 degrees 54 minutes 49 seconds West, 10.65 feet to a point; thence along the easterly line of the Open Space / Recreation Easement described in Exhibit "A" herein, North 07 degrees 05 minutes 11 seconds East, 10.00 feet to a point, which point is located, for reference, South 07 degrees 05 minutes 11 seconds West, 120.30 feet from an iron pin marking an easterly corner of said Lot 7; thence through lands of DEVELOPERS in Lot 8 by the following six courses: First, South 82 degrees 54 minutes 49 seconds East, 3.72 feet to a point; Second, North 27 degrees 39 minutes 27 seconds East, 93.01 feet to a point; Third, South 87 degrees 28 minutes 05 seconds East, 75.28 feet to a point of curvature; Fourth, by a curve to the left on a radius of 47.00 feet for an arc distance of 42.40 feet to a point of tangency, the chord of which curve bears North 66 degrees 41 minutes 18 seconds East, 40.98 feet; Fifth, North 40 degrees 50 minutes 41 seconds East, 31.62 feet to a point; and Sixth, North 08 degrees 44 minutes 05 seconds East, 138.28 feet to the point on curve in the southerly line of the variable-width right of way of Quarry Street at the place of beginning.

EXHIBIT "B" - CONTINUED

PERCENTAGE INTEREST CALCULATION
THE GLEN AT PARADISE HILLS SOUTH

DECLARANT proposes the total usable living area in The Glen at Paradise Hills South Condominium to be 16,130 square feet calculated as follows:

<u>Unit No.</u>	<u>Sq.Ft.</u>	<u>Percentage</u>
4A	1,613	10.0%
4B	1,613	10.0%
4C	1,613	10.0%
4D	1,613	10.0%
5A	1,613	10.0%
5B	1,613	10.0%
5C	1,613	10.0%
5D	1,613	10.0%
6A	1,613	10.0%
6B	1,613	10.0%

EXHIBIT "C"

BY-LAWS
OF
THE GLEN AT
PARADISE HILLS SOUTH
CONDOMINIUM ASSOCIATION

BY-LAWS OF
THE GLEN AT PARADISE HILLS SOUTH
CONDOMINIUM ASSOCIATION

ARTICLE I
INTRODUCTORY PROVISIONS

Section 1.01. Applicability. These By-Laws provide for the governance of the Association pursuant to the requirements of Section 33063 of Act (68 Pa.C.S. 3101, et seq.) with respect to the Condominium created by the recording of the Declaration among the land records of Centre County in Record Book Vol. ____ at Page ____.

Section 1.02. Definitions. Capitalized terms used herein without definition shall have the meanings specified for these terms in the Declaration to which these By-Laws pertain or, if not defined therein, the meanings specified or used for these terms in the Act.

Section 1.03. Compliance. Pursuant to the provisions of the Act, every Unit owner and all Persons entitled to occupy a Unit shall comply with these By-Laws.

Section 1.04. Office. The office of the Condominium, the Association and the Executive Board shall be located on the Property or at such other place as may be designated from time to time by the Executive Board.

ARTICLE II
THE ASSOCIATION

Section 2.01. Composition. The Association shall consist of all the Unit owners acting as a group in accordance with the Act, the Declaration and these By-Laws. The Association shall have the responsibility of administering the Condominium, establishing the means and methods of collecting assessments and charges, arranging for the management of the Condominium and performing all of the other acts that may be required or permitted to be performed by the Association pursuant to the Act and the Declaration. The foregoing responsibilities shall be performed by the Executive Board, managing agent, as more particularly set forth in these By-Laws.

Section 2.02. Annual Meetings. The annual meetings of the Association shall be held on the third Tuesday of June of each year unless this date occurs on a holiday, in which event the meeting shall be held on the succeeding Tuesday. At the annual meetings, the Executive Board shall be elected by ballot of the Unit owners in accordance with the requirements of paragraph

3.03 of these By-Laws (subject to Article X of the Declaration) and any other business as may properly come before the meeting may be transacted.

Section 2.03. Place of Meetings. 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.

Section 2.04. 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% 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.

Section 2.05. Quorum. The presence of members who hold, in person or by proxy, fifty percent (50%) of the qualified votes shall constitute a quorum. Once a quorum is reached, members may continue to transact business and vote, notwithstanding the departure of members whose presence (in person or by proxy) was used to establish the quorum, until and unless a member challenges the existence of a quorum.

In the event an advertised meeting does not have a quorum, a second meeting held within 60 days, after notice of at least 10 days, shall permit action with twenty-five (25%) of the membership constituting a quorum.

Section 2.06. 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.

Section 2.07. Notice of Meetings. The secretary shall give each Unit owner a notice of each annual or regularly scheduled meeting of the Association at least twenty (20) but not more than forty (40) days, and each special meeting of the Unit owners at least ten (10) but not more than forty (40) days prior to meeting, stating the time, place and purpose thereof. The giving of a notice of meeting in the manner provided in this paragraph 8.01 of these By-Laws shall be considered service of notice. Notice of any meeting may be waived if done in writing by all Unit owners prior to or during any said meeting.

Section 2.08. Voting. Voting at all meetings of the Association shall be on a percentage basis and the percentages of the vote to which each Unit owner is entitled shall be the Percentage Interest assigned to his Unit in the Declaration. If the owner of a Unit is a corporation, joint venture, partnership, or unincorporated association, the person who shall be entitled to cast the vote for the Unit shall be the person named in, a certificate executed by such entity pursuant to

its, governing documents. If the owner of a Unit is a trust, the trustee or trustees shall be deemed to be the owner for voting purposes. When the ownership of a Unit is in more than one person, the person who shall be entitled to cast the vote of this Unit shall be the person named in a certificate executed by all of the owners of the Unit and filed with the secretary or, in the absence of such named person, the person who shall be entitled to cast the vote of the Unit shall be the person owing such Unit who is present. If more than one person owning such Unit is present, then the vote shall be cast only in accordance with their unanimous agreement pursuant to Section 3310 (a) of the Act. There shall be deemed to unanimous agreement if any one of the multiple owners casts the vote allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit. The certificate shall be valid until revoked by a subsequent certificate similarly executed. Subject to the requirements of required by the Act, the Declaration or these By-Laws, such approval or disapproval shall be made only by the person who would be entitled to cast the vote of such Unit at any meeting of the Association. Except with respect to election of members of the Executive Board and except where a greater number is required by the Act, the Declaration or these By-Laws, the owners of more than 50 percent of the aggregate Percentage Interests in the Condominium voting in person or by proxy at one time at a duly convened meeting at which a quorum is present is required to adopt decisions at any meeting of the Association. Any specified percentage of the Unit owners means the Unit owners owning such Percentage Interests in the aggregate. In all elections for Executive Board members, each Unit owner shall be entitled to cast for each vacancy to be filled at such election the number of votes allocated to the Unit or Units owned by such Unit owner as provided in the Declaration. Those candidates for election receiving the greatest number of votes cast in such elections shall be elected and, if Executive Board members are being elected to unequal terms, the candidates receiving the highest number of votes shall be elected to the longest terms. There shall be no cumulative class voting.

Section 2.09. 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 effective only 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.

Section 2.10. Limitation on Right to Vote. Each member has an obligation to pay monthly maintenance assessment and may be obligated to pay a special assessment. If at the time of any meeting of the membership any member is more than (30) days delinquent in the payment of any assessment they may be ruled not entitled to vote by the meeting president until the assessments are paid in full.

Section 2.11. Conduct of Meetings. The president (or in his absence, the vice president) shall preside over all meetings of the Association and the secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting as well as a record of

all transactions occurring thereat. The then current edition of Robert's Rules of Order shall govern the conduct of all meetings of the Association when not in conflict with the Declaration, these By-Laws or the Act.

ARTICLE III EXECUTIVE BOARD

Section 3.01. Number and Qualification. The affairs of the Association shall be governed by an Executive Board. The Executive Board shall be composed of three (3) natural persons, all of whom shall be separate Unit owners or representatives thereof or designees of the Declarant (as respectfully provided for in Section 10.01 of the Declaration).

Section 3.02. Delegation of Powers and Managing Agent. The Executive Board may employ for the Condominium a Managing Agent at a compensation established by the Executive Board. The Managing Agent shall perform such duties and services as the Executive Board shall authorize, including, but not limited to, all of the duties listed in the Act, the Declaration and these By-Laws; provided, however, when a Managing Agent does not have the power to act under the Act, the Declaration or these By-Laws, such duties shall be performed as advisory to, the Executive Board. The Executive Board may delegate to the Managing Agent all of the powers granted to the Executive Board by the Act, the Declaration and these By-Laws other than the following powers:

- a. To adopt the annual budget and any amendment thereto or to assess any Common Expenses;
- b. To adopt, repeal or amend rules and regulations;
- c. To designate signatories on Association bank accounts;
- d. To borrow money on behalf of the Association;
- e. To designate Reserved Common Elements;
- f. To allocate Limited Common Elements.

Section 3.03. Election and Term of Office.

- a. At the annual meetings of the Association, subject to Article X of the Declaration, the election of members of the Executive Board shall be held. The term of office of any Executive Board member to be elected shall last until the next annual meeting. The members of the Executive Board shall hold office until the earlier to occur of the election of their respective successors or their death, adjunction of

incompetency, removal or resignation. An Executive Board member may serve an unlimited number of terms and may succeed himself.

- b. Persons qualified to be members of the Executive Board may be nominated for election only as follows: Nominations will be submitted from the floor at the meeting at which the election is held for each vacancy on the Executive Board.

Section 3.04. Removal or Resignation of Members of the Executive Board. Except with respect to members designated by Declarant, at any regular or special meeting of the Association duly called, any one or more of the members of the Executive Board may be removed with or without cause by Unit owners entitled to cast a majority of all votes in the Association and a successor may then and there be elected to fill the vacancy thus created. Any Unit owner proposing removal of a board member shall give notice thereof to the secretary. Any member whose removal has been proposed by a Unit owner shall be given at least ten (10) days, notice by the secretary of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting. A member of the Executive Board may resign at any time and shall be deemed to have resigned upon transfer of legal title to his Unit. Declarant shall have the right to remove and replace any or all members appointed by Declarant at any time and from time to time until the required resignation date specified in paragraph 14.01 of the Declaration.

Section 3.05. Vacancies. Except as set forth in paragraph 3.04 above with respect to members appointed by Declarant, vacancies in the Executive Board caused by any reason other than the removal of a member by a vote of the Unit owner shall be filled by a vote of a majority of the remaining members at a special meeting of the Executive Board held for such purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum. Each person so elected shall be a member of the Executive Board for the remainder of the term of the member being replaced and until a successor shall be elected at the next annual meeting of the Association at which such seat is to be filled upon expiration of the term of his predecessor. In the case of multiple vacancies, the member receiving the greatest number of votes shall be elected for the longest term.

Section 3.06. Organization Meeting. The first meeting of the Executive Board following each annual meeting of the Association shall be held within twenty (20) days thereafter at such time and place as shall be fixed by the president (even if he is the outgoing president) at the meeting at which such Executive Board shall have been elected, and no notice shall be necessary to the newly members of the Executive Board in order legally to constitute such meeting, if a majority of the Executive Board members shall be present at such meeting.

Section 3.07. Regular Meetings. Regular meetings of the Executive Board may be held at such time and place as shall be determined from time to time by a majority of the members, but such meeting shall be held at least once every three (3) months during each fiscal year. Notice of regular meetings of the Executive Board shall be given to each member, by mail or telephone, at least ten (10) business days prior to the day named for such meeting.

Section 3.08. Special Meetings. Special meetings of the Executive Board may be called by the president on at least five (5) business days notice to each member, given by mail or telephone. The notice shall state the time, place and purpose of the meeting. Special meetings of the Executive Board shall be called by the president or secretary in like manner and on like notice on the written request of at least three (3) members of the Executive Board.

Section 3.09. Waiver of Executive Board Notice. Any member at any time, in writing, may waive notice of any meeting of the Executive Board, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of any meeting of the Executive Board shall constitute a waiver of notice by him of the time, place and purpose of such meeting. If all members are present at any meeting of the Executive Board, no notice shall be required and any business may be transacted at such meeting.

Section 3.10. Quorum of the Executive Board. At all meetings of the Executive Board, 66 2/3% of the members shall constitute a quorum for the transaction of business, and the votes of a majority of the members present at a meeting at which a quorum is present shall constitute the decision of the Executive Board. If at any meeting of the Executive Board there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted with out further notice. One or more members of the Executive Board may participate in and be counted for quorum purposes at any meeting by means of conference telephone or similar communication equipment by means of which all persons participating in the meeting can hear each other.

Section 3.11. Compensation. No member of the Executive Board shall receive any compensation from the Association for acting as such, but may be reimbursed for any expenses incurred in the performance of his duties.

Section 3.12. Conduct of Meetings. The president shall preside over all meetings of the Executive Board and the secretary shall keep a minute book of the Executive Board meetings, recording therein all resolutions adopted by the Executive Board and a record of all transactions and proceedings occurring at such meetings. The then current edition of Robert's Rules of order shall govern the conduct of the meetings of the Executive Board if and to the extent not in conflict with the Declaration, these By-Laws of the Act.

Section 3.13. Action without Meeting. Any action by the Executive Board required or permitted to be taken at any meeting may be taken without a meeting or a meeting held by conference telephone if all of the members of the Executive Board shall individually or collectively consent in writing to such action. Any written consent shall be filed with the minutes of the proceedings of the Executive Board.

Section 3.14. Validity of Contracts with Interested Executive Board Members. No contract or other transaction between the Association and one or more of its Executive Board members or between the Association and any corporation, firm or association in which one or more of the Executive Board members are directors or officers, or are financially interested, shall

be void or voidable because such Executive Board member or members are present at any meeting of Executive Board which authorized or approved the contract or transaction or because his or their votes are counted, if the circumstances specified in either of the following subparagraphs exist:

- a. The fact that an Executive Board member is also such a director or officer or has such financial interest is disclosed or known to the Executive Board and is noted in the minutes thereof, and the Executive Board authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such Executive Board member or members; or,
- b. The contract or transaction is made in good faith and is not unconscionable to the Association at the time it is authorized, approved or ratified.

Section 3.15. 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 law, the Declaration, or by these By-Laws, 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 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 amendments.
- f. Maintaining bank accounts on behalf of the Association and designation of signatories required therefor.
- 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 repairs to 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 for the sound management of the Condominium.
- n. 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 \$1,000.
- o. Contracting for the management of the Condominium and the delegation to such manager such powers and duties deemed appropriate in the circumstances, and contracting for the management or operation of portions of the Condominium Property susceptible to separate management or operation, 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; and
 - 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 of the Unit owner; and
 - 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 of delegating; and
 - 4. May be contrary to the Declaration of Condominium or these By-Laws.
- p. Exercise of all powers specifically set forth in the Declaration, the article of the Association, these By-Laws and in the commonwealth of Pennsylvania, Uniform Condominium Act, and all powers incidental thereto.

- q. Suspending the right of any Unit owner to use any recreational facilities of the Condominium, if any have been constructed by the developers, so long as said Unit owners are delinquent in the payment of Common Expenses.
- r. 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.
- s. 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.
- t. Acquiring and entering into agreements whereby it requires leaseholds, memberships and other possessor or use interests in 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 Association; 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.
- u. Establish a maintenance fund which will be funded by monthly dues of the respective owners, and to be used for future capital removals.

Section 3.16. Special Executive Board Members. The Executive Board Members who will hold office and serve until the first annual meeting of the Association are as follows:

- 1. Ronald D. Mattern
- 2. Allen Rex Mattern
- 3. Daniel L. Mattern

ARTICLE IV OFFICERS

Section 4.01. Designation. The principal officers of the Association shall be the president, vice president, the secretary/treasurer, all of whom shall be elected by the Executive Board. The president and vice president shall be members of the Executive Board. Any other officers may, but need not, be Unit owners or members of the Executive Board. An officer other than the president may hold more than one office.

Section 4.02. Appointive Officers. The Executive Board of Directors may appoint such other officers and agents as the 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.

Section 4.03. Election of Officers. The officers of the Association shall be elected annually by the Executive Board at the organization meeting of each new Board and shall hold office at the pleasure of the Executive Board.

Section 4.04 Removal of Officers. Upon the affirmative vote of a majority of all members of the Executive Board, any officer may be removed, either with or without cause, and a successor may be elected at any meeting of the Executive Board called for this purpose.

Section 4.05 President. The president shall be the chief executive officer of the Association, preside at all meetings of the Association and of the Executive Board and have all of the general powers and duties which are incident to the office of president of a corporation organized under the laws of Pennsylvania including without limitation the power to appoint committees from among the Unit owners from time to time as the president may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association. The president shall cease holding this office at such time as he ceases to be a member of the Executive Board.

Section 4.06. 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 by the Board.

Section 4.07. Secretary. The secretary shall keep the minutes of all meetings of the Association and of the Executive Board, have charge of such books and papers as the Executive Board may direct, maintain a register setting forth the place to which all notices to Unit owners and holders of mortgages on any Units hereunder shall be delivered and issue all notices of all meetings.

Section 4.08. Treasurer. The treasurer shall have the responsibility for the safekeeping of Association funds and securities, be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data, and be responsible for the deposit of all monies in the name of the Executive Board, the Association or the Managing Agent, in such depositories as may from time to time be designated by the Executive Board, and collect all assessments and shall report promptly to the Board the status of collections.

Section 4.09. Initial Officers. The officers of the Association who will hold office and serve until the first election of officers by the Executors of the Association following the first meeting to wherein a majority of the directors are elected by other than developers, pursuant to the terms of these By-Laws as follows:

- | | | |
|----|---------------------|-------------------|
| a. | President | Daniel L. Mattern |
| b. | Vice President | Ronald D. Mattern |
| c. | Secretary/Treasurer | Allen Rex Mattern |

Section 4.10. Compensation of Officer. An officer who is also a member of the Executive Board shall not receive any compensation from the Association for acting as an officer, but may be reimbursed for any out-of-pocket expenses incurred in performing his duties.

ARTICLE V COMMON EXPENSES AND BUDGETS

Section 5.01. Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise determined by the Executive Board; provided, however, that the first fiscal year shall begin upon the recordation of the Declaration.

Section 5.02. Preparation and Approval of Budget.

- a. On or before the first day of November, the Executive Board shall adopt an annual budget for the Association containing an estimate of the total amount considered necessary to pay the cost of maintenance, management, operation, repair and replacement of Common Elements and those parts of the Units which it is the responsibility of the Executive Board to maintain, repair and replace, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by the Act, the Declaration, these By-Laws or a resolution of the Association and which will be required during the ending fiscal year for the administration, operation, maintenance and repair of the Property and services. Such budget shall also include such reasonable amounts as the Executive Board considers necessary to provide working capital, a general operating reserve and reserves for contingencies and replacements. The budget shall segregate General Common Expenses and Limited Expenses.
- b. On or before the first of December, the Executive Board shall make the budget available for inspection at the Association and within ten (10) business days of such adoption shall send to each Unit owner a copy of the budget in a reasonably itemized form that sets forth the amount of the Common Expenses. Such budget shall constitute the basis for determining each Unit owners, assessments for General Common Expenses and Limited Expenses of the Association and shall automatically take effect at the beginning of the fiscal year for which it is adopted, subject to paragraph 5.08 below.
- c. The Executive Board shall make reasonable efforts to meet the deadlines set forth above, but compliance to the effectiveness of any budget.

Section 5.03. Assessment and Payment of Common Expenses.

- a. The Executive Board shall calculate the monthly assessments for the General Common Expenses and Limited Common Expenses against each Unit by

multiplying (1) the total amount of the estimated funds required for the operation of the Property set forth in the budget adopted by the Executive Board for the fiscal year in question, after deducting any Limited Expenses and income expected to be received from sources other than Common Expense assessments and the operation of the Limited Common Elements to which the Limited Expenses pertain, by (2) the Percentage Interest (expressed in decimal form) allocated to such Unit, and dividing the resultant product by (3) the number of calendar months dividends received during such fiscal year less expenditures actually incurred and sums paid into reserves. Any net shortage with regard to General Common Expenses, after application of such reserves as the Executive Board may determine, shall be payable in one or more monthly assessments, as the Executive Board may determine.

- b. Reserves. The Executive Board shall build up and maintain reasonable reserves for working capital, operations, contingencies and replacements. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year may be charged first against such reserves. If the reserves are deemed to be inadequate for any reason, including nonpayment of any Unit owner's assessments, the Executive Board may at any time levy further assessments for General Common Expense and/or Limited Expense which shall be assessed against the Unit owners either according to their respective Percentage Interests with regard to General Common Expenses or in accordance with allocable shares of Limited Expenses with regard to Limited Expenses (whichever is appropriate), and shall be payable in one or more monthly assessments as the Executive Board may determine.

Section 5.04. Further Assessments. The Executive Board shall serve notice on all Unit owners of any further assessments pursuant to Section 5.03 or otherwise as permitted or required by the Act, the Declaration and these By-Laws by a statement in writing giving the amount and reasons therefor, and such further assessments shall, unless otherwise specified in, the notice, become effective with the next monthly assessment which is due more than ten (10) days after the delivery of such notice of further assessments. All Unit owners so assessed shall be obligated to pay the amount of such monthly assessments. Such assessments shall be a lien as of their effective date as set forth in the preceding Sections 5.03 (a) and (b).

Section 5.05. Initial Budget. At or prior to the time assessment of Common Expenses commences, the Executive Board shall adopt the budget, as described in this Article, for the period commencing on the date the Executive Board determines that assessments shall begin and ending on the last day of the fiscal year during which such commencement date occurs. Assessments shall be levied and become a lien against the Unit owners during such period as provided in Section 5.03 above.

Section 5.06. Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Executive Board to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit owner's obligation to pay his allocable share of the Common

Expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each unit owner shall continue to pay each monthly assessment at the rate established for the previous fiscal year until the new annual or adjusted budget shall have been adopted.

Section 5.07. Accounts and Audits. All sums collected by the Executive Board with respect to assessments against the Unit owners or from any other source may be collected into a single fund. All books and records of the fund shall be kept in accordance with good and accepted accounting policies, and the same shall be audited at least once each year by an independent public accountant retained by the Executive Board.

Section 5.08. Budget and Expenditures. The Association, by a majority vote of all votes in the Association, may reflect any budget or capital expenditure approved by the Executive Board, within thirty (30) days after approval by the Executive Board.

Section 5.09. Payment of Common Expenses. Each Unit owner shall pay the Common Expenses assessed by the Executive Board pursuant to the provisions of this Article V. No Unit owner may exempt himself from liability for his contribution toward Common Expenses by waiver of the use or enjoyment of any of the Common Expenses assessed against his Unit subsequent to the date of recordation of a conveyance by him in fee of such Unit. The purchaser of a Unit shall be jointly and severally liable with the selling Unit owner for all unpaid assessments against the latter for his proportionate share of the Common Expenses up to the time of such recordation, without prejudice to the purchaser's right to recover from the selling Unit owner amounts paid by the purchaser therefore; provided, however, that any such purchaser shall be entitled to a statement setting forth the amount of the unpaid assessments against the selling Unit owner within ten (10) days following a written request therefor to the Executive Board or Managing Agent and such purchaser shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments in excess of the amount therein set forth. Subject to Section 3315 (b) (2) of the Act, each record holder of a mortgage on a Unit who comes into possession of a Unit by virtue of foreclosure or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the Unit free of any claims for unpaid assessments or charges against such Unit which accrue prior to the claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit.

Section 5.10. Collection of Assessments. The Executive Board or the Managing Agent, at the request of the Executive Board, shall take prompt action to collect any assessments for Common Expenses due from any Unit owner which remain unpaid for more than thirty (30) days from the due date for payment thereof. Any assessment not paid within ten (10) days after its due date shall accrue a late charge in the amount of 10% of the overdue assessment in addition to interest at the rate of 12% per annum or such other rate as may be determined by the Executive Board.

ARTICLE VI
COMPLIANCE AND DEFAULT

Section 6.01. Relief. Each Unit owner shall be governed by, and shall comply with, all of the terms of the Declaration, these By-Laws, Rules and Regulations and the Act, as any of the same may be amended from time to time. In addition to the remedies provided in the Act and the Declaration, a default by a Unit owner shall entitle the Association, acting through its Executive Board or through the Managing Agent, to the following relief.

- a. **Additional Liability.** Each Unit owner shall be liable for the expense of all maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or the act, neglect or carelessness of his tenants, guests, invitees or licensees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Executive Board. Such liability shall include any increase in casualty insurance premiums occasioned by improper use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation.
- b. **Costs and Attorney's Fees.** In any proceedings arising out of any alleged default by a Unit owner, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorney's fees as may be determined by the court.
- c. **No waiver of Rights.** The failure of the Association, the Executive Board or of a Unit owner to enforce any right, provision, covenant or condition which may be granted by the Declaration, these By-Laws, the Executive Board Rules and Regulations or the Act shall not constitute a waiver of the right of Association, the Executive Board or the Unit owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association, the Executive Board or any Unit owner pursuant to any term, provision, covenant or condition of the Declaration, these By-Laws, the Rules and Regulations or the Act shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other privileges as may be granted to such party by the Declaration, these By-Laws, the Rules and Regulations or the Act, or at law or in equity.
- d. **Abating and Enjoining violations by Unit owners.** The violation of any of the Executive Board Rules and Regulations adopted by the Executive Board, the breach of any Bylaw contained herein, or the breach of any provision of the Declaration or the Act shall give the Executive Board the right, in addition to any other rights: (1) to enter the Unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Unit owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Executive Board shall not

thereby be deemed guilty in any manner or trespass; or (2) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

ARTICLE VII AMENDMENTS

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

Section 7.01. 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.

Section 7.02. Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Executive Board of Directors, 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 66 2/3% of the entire membership of the Executive Board of Directors and by not less than a majority of the entire membership of the Association; or,
- b. By not less the 75% of the votes in the entire membership of the Association.

Section 7.03. 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, it 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 Bylaw for present text.
Non-material errors or omissions in the Bylaw process shall not
invalidate and 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 developers 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 of Declaration.

Section 7.04. Provision.

- 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 developers or mortgagees of Units without the consent of said developers and mortgagees 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 developers or mortgagees for the expansion of this project 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 water system, storm 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 developers.

ARTICLE VIII
INDEMNIFICATION

Section 8.01. 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 Association. This indemnification 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 IX
LIABILITIES SURVIVE TERMINATION OF MEMBERSHIP

Section 9.01. The termination of membership in the Association shall not relieve or release any former owner or member of any liability or obligation incurred under or in any way connected with the Condominium during the period of ownership of membership or impair any rights or remedies which the Association may have against such former owner and member arising out of or, which is in any way, connected with such ownership and membership.

ARTICLE X
LIMITATION OF LIABILITY

Section 10.01. Notwithstanding the duty of the Association to maintain or repair parts of the property, the Association shall not be liable for injury or damaged caused by a latent

condition in the property, nor for injury or damage caused by the elements or other owners or persons.

ARTICLE XI CONSTRUCTION

Section 11.01. 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 become unenforceable in law or in equity, the remaining provisions of this instrument shall, nevertheless, be and remain in force and effect.

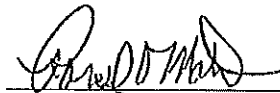
ARTICLE XII CONFLICT

Section 12.01. 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.

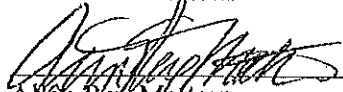
ARTICLE XIII CAPTIONS

Section 13.01. 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 By-Laws of The Glen at Paradise Hills South Condominium Association this ____ day of _____, 20__.



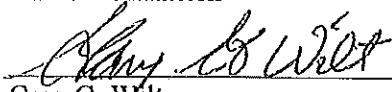
Ronald D. Mattern



Allen Rex Mattern



Daniel L. Mattern



Gary G. Wilt

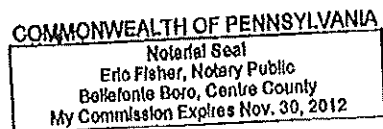
COMMONWEALTH OF PENNSYLVANIA)
: SS
COUNTY OF CENTRE)

On this 19 day of July, 2011, before me, a notary public, the undersigned officer, personally appeared Ronald D. Mattern, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he has executed the same for the purpose therein contained.

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

My Commission Expires: Nov. 30, 2012

Eric Fisher
Notary Public



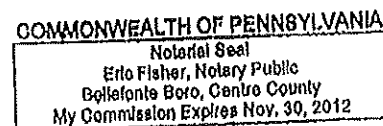
COMMONWEALTH OF PENNSYLVANIA)
: SS
COUNTY OF CENTRE)

On this 18 day of July, 2011, before me, a notary public, the undersigned officer, personally appeared Allen Rex Mattern, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he has executed the same for the purpose therein contained.

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

My Commission Expires: Nov. 30, 2012

Eric Fisher
Notary Public



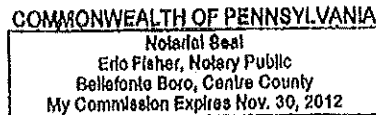
COMMONWEALTH OF PENNSYLVANIA)
 : SS
COUNTY OF CENTRE)

On this 18 day of July, 2011, before me, a notary public, the undersigned officer, personally appeared Daniel L. Mattern, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he has executed the same for the purpose therein contained.

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

My Commission Expires: Nov. 30, 2012

Erio Fisher
Notary Public



COMMONWEALTH OF PENNSYLVANIA)
 : SS
COUNTY OF CENTRE)

On this 26 day of July, 2011, before me, a notary public, the undersigned officer, personally appeared Gary G. Wilt, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he has executed the same for the purpose therein contained.

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

My Commission Expires: Nov. 30, 2012

Erio Fisher
Notary Public

