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Wellington Greens Condominium  
Wellington Greens Condominium

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**AMEN 41pgs** *Joseph J. Davidson* **RECORDER OF DEEDS**

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WELLINGTON GREENS CONDOMINIUM  
AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM

ADOPTED December 15, 2025

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**AMENDED AND RESTATED**  
**DECLARATION OF CONDOMINIUM**

**“Wellington Greens Condominium”**

This Amended and Restated Declaration is made this 15th day of December, 2025, by Wellington Greens Condominium Association, Inc., a Pennsylvania non-profit corporation with an address of 100-138 Wellington Drive, State College, Pennsylvania 16801, pursuant to a vote of more than 67% of the percentage interests of the unit owners made at a duly noticed and held meeting on the same date.

WITNESSETH

**Article I. GENERAL PROVISIONS**

Section 1.1. Property; County; Name: Wellington Greens Condominium is located on approximately 4.8 acres, more or less, situate in the Township of College, County of Centre, Commonwealth of Pennsylvania, more particularly described in Exhibit “A” which is attached hereto and made a part hereof by reference, including all easements, rights and appurtenances thereunto belonging and the buildings and improvements erected or to be erected thereon (hereinafter collectively the “Property”), and made subject to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. §3101 et seq., as amended (1993) (hereinafter the “Act”), by the recording of the original declaration of condominium on July 24, 1997.

Section 1.2. Defined Terms. All terms defined in Section 3103 of the Act and used herein or in the Public Offering Statement, By-Laws, Rules and Regulations or Plats and Plans shall have the meanings specified in the Act. In addition, the following terms shall have the following specific meanings in this Declaration, the Public Offering Statement, By-Laws, Rules and Regulations and Plats and Plans:

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

“Building” means any of the structures depicted on the Plats and Plans, and any future buildings which may hereafter be constructed upon property designated and identified as Convertible or Additional Real Estate, all as shown on the Plats and Plans.

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

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

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

- (ii) Expenses declared to be Common Expenses by the Condominium Documents or the Act;
- (iii) Expenses agreed upon as Common Expenses by the Association;
- (iv) Such reasonable reserves as may be established by the Association, whether held in trust or by the Association for repair, replacement or addition to the Common Elements or any other real or personal property acquired or held by the Association.

“Condominium” means the real estate described in Section 1.1 above.

“Condominium Documents” consists of this Declaration including the Plats and Plans, the By-Laws, the Public Offering Statement, and the Rules and Regulations.

“Declaration” means this document and the Plats and Plans, as the same may be amended from time to time.

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

“Executive Board” means the Executive Board of the Association.

“Horizontal Boundaries” means the upper and lower boundaries of a Unit.

“Limited Common Elements” means the portions of the Condominium designated herein or on the Plats and Plans as being Limited Common Elements; the portions of the Common Elements allocated for the exclusive use of one or more but fewer than all of the Units by the Declaration or the Act.

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

“Master Association” means a profit or non-profit corporation or unincorporated association which may exercise those powers of the Association as set forth in the Declaration on behalf of the Condominium and one or more cooperatives, condominiums, homeowners’ associations or any combination of the foregoing or for the benefit of the proprietary lessees of one or more cooperatives, unit owners of one or more condominiums, members of one or more homeowners’ associations or some combination of the foregoing.

“Original Declaration” means the Declaration of Protective Covenants for Windmere Park Planned Residential Community and Residential Office Community recorded in the Office of the Recorder of Deeds in and for Centre County, Pennsylvania in Deed Book 207, Page 1108, as amended by the Supplementary Declaration of Protective Covenants for Windmere Park dated May 11, 1990 and recorded in the Office of the Recorder of Deeds in and for Centre County, Pennsylvania in Deed Book 525, Page 231.

“Original Declaration of Condominium” means the Declaration of Condominium for Wellington Greens Condominium that was recorded on July 24, 1997 in and for the Centre County Recorder of Deeds in Record Book 941, page 1008.

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

“Plats and Plans” means the Plats and Plans of “Wellington Greens Condominium” attached hereto and made a part hereof as Exhibits “E” and “F” respectively, as the same may be amended from time to time. Said Declaration Plat is substantially the same as the property described in the Final Land Development Plan for Replotted Lot 6R Windmere Park Planned Residential Development dated March 27, 1995, last revised May 5, 1995, as recorded in the Office of the Recorder of Deeds in and for Centre County, Pennsylvania in Plan Book 49, Page 168.

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

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

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

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

“Unit” means a physical portion of the Condominium designated for separate ownership or occupancy, the boundaries of which are described in Section 2.2 of this Declaration.

“Unit Owner” means the individual, corporation, trust, estate, partnership, association or other legal or commercial entity (herein “Person”) who owns a Unit. Unit Owner does not include a Person having an interest in a Unit solely as security for an obligation.

**Article II. ALLOCATION OF PERCENTAGE INTERESTS, VOTES, AND EXPENSES LIABILITIES;  
UNIT IDENTIFICATION AND BOUNDARIES**

Section 2.1. Percentage Interests. Attached to this document as Exhibit “D” is a list of all Units by their Identifying Numbers and the Percentage Interest of the Unit by the aggregate of the “sizes” of all Units. The Percentage Interests as so computed have been rounded out to four (4) significant figures so that the sum of the Percentage Interests of all Units shall equal one hundred percent (100%). The “size” of each Unit is the total number of square feet of finished floor space contained therein excluding any unfinished basements, determined by reference to the dimensions shown on the Plats and Plans. The Percentage Interests as computed in Exhibit “D” is subject to amendment if Convertible Real Estate is converted to the Condominium or if Additional Real Estate is added to the Condominium and additional Units are built.

Section 2.2. Unit Boundaries. Each Unit created by the Declaration and shown on the Plats and Plans as numbered Units shall consist of the space within the following boundaries:

2.2.1. Townhome Structure (One and One-Half Story Units).

(a) Upper boundaries shall be the Unit-Side surface of the wall board/plaster constituting the ceiling of the second floor 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 second floor drop ceiling.

(b) Lower boundaries shall be the Unit-Side face of the concrete slab, brick or underlayment constituting the floor of such Unit and the entire brick façade of any fireplace serving such Unit.

(c) Vertical boundaries shall be the plane formed by the Unit-Side surface of the dry wall of all perimeter walls and party walls and the Unit-Side surface of the sash of windows or doors and the exterior of the screens or glass in such doors or windows.

2.2.2. Garden Home Structure – One Story Units.

(a) Upper boundaries shall be 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.

(b) Lower boundaries shall be the Unit-Side face of the concrete slab, brick or underlayment constituting the floor of such Unit and the brick façade of any fireplace serving such Unit.

(c) Vertical boundaries shall be the plane formed by the Unit-Side surface of the dry wall of all perimeter walls and party walls and the Unit-Side surface of the sash of windows or doors and the exterior of the screens or glass in such doors or windows, including all vertical boundaries of the basement which is part of the Unit.

2.2.3. Boundaries Applicable to All Units.

(a) 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.

(b) 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.

(c) The Unit-Side surface of the furring, as extended around columns and “stacks” containing pipes, ducts, wires, conduits, chutes, mechanical cases, structural elements and flues that are with Common Elements or Limited Common Elements and in the garage portion of Units.

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

2.2.4. Each Unit consists of all portions of the Building within the aforesaid title lines, except the air space displaced by: (i) structural members and bearing columns within or passing through such Unit which are deemed to be Common Elements; and (ii) other Common Elements within such Unit, including without limitation, chutes, flues, ducts, wires, conduits and pipe runs which serve more than one Unit. With respect to such chutes, flues, ducts, wires, conduits and pipe runs, the provisions of Section 3202(2) of the Act shall apply.

2.2.5. 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 part of such Unit.

2.2.6. The Unit shall include the heating apparatus, including the heat pump systems and related heating ductwork and the hot water apparatus exclusively serving the Unit whether or not located within the title lines or boundaries of the Unit.

2.2.7. Subject to the provisions of Section 2.2.6., above, if any chute, flue, duct, wire, conduit, bearing wall, bearing column or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element allocated solely to that Unit; and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements.

2.2.8. Subject to the provisions of Section 2.2.7., above, all spaces, interior partitions and other fixtures and improvements within the boundaries of a Unit are a part of the Unit.

2.3. Allocation of Unit Owner’s Voting Rights. Each Unit Owner shall be entitled to one vote in the Association per Unit owned.

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

Section 3.1. Limited Common Elements.

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

- (a) The water line, sewer line and interior plumbing excluding the hot water apparatus exclusively serving the Unit whether or not located within the title lines or boundaries of the Unit.
- (b) Porches and patios;
- (c) All exterior doors including those leading from Units to balconies and patios, and their related frames, sills and hardware;
- (d) Window and door sills, frames and hardware which are not part of the Unit but which are adjacent to and serve only such Unit;
- (e) Any shutters, awnings, window boxes, doorsteps, stoops, or other fixture designed to serve a single Unit that is located outside the boundaries of the Unit;
- (f) Stoops, steps and walls above door openings at the entrances to each Building, which provide access to less than all Units, the use of which is limited to the Units to which they provide access;
- (g) Attic space above each Unit with an attic, the use of which is limited to the Unit beneath it;
- (h) Stairways, the use of which is limited to certain Units as shown in the Plans;
- (i) Utility areas, the use of which is limited to the Unit as shown on the Plans;
- (j) Storm windows and storm doors, if any, will be Limited Common Elements of the Unit which they service;
- (k) Mailboxes, name plates and exterior lighting affixed to the building will be Limited Common Elements allocated to the Units served;
- (l) Those Limited Common Elements described as such in Sections 2.2.6 and 2.2.7 above; and
- (m) Driveway serving the Unit;
- (n) Two parking spaces serving each Unit;
- (o) Yard areas and patios adjacent to the Unit;
- (p) Yard lights serving the Unit; and
- (q) Sidewalks from the driveway to the Unit.

3.1.2. The exclusive use of porches and patios by the Unit Owners assigned such Limited Common Elements shall be limited to lawful uses normally associated with porches and patios serving residential dwelling units. The Executive Board shall have the right to promulgate Rules and Regulations regarding the use of the porches and patios that are consistent with the provisions of the immediately preceding sentence; and in any event, no decoration or other surface

finish or covering of any portion of any Limited Common Element may be performed without the prior written consent of the Executive Board.

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

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

Section 4.1. Common Elements. The Association shall maintain, repair and replace all of the Common Elements, except a portion of the Limited Common Elements which are required by this Declaration or the Act to be maintained, repaired or replaced by the Unit Owners.

Section 4.2. Units. Each Unit Owner shall maintain, repair and replace at his or her own expense, all portions of his or her Unit except the portions thereof required by the Declaration to be maintained, repaired or replaced by the Association.

Section 4.3. Limited Common Elements. Any Common Expense associated with the maintenance, repair or replacement of heat exchanger, heater outlet, enclosures and mechanical attachments, water line, sewer line, and interior plumbing excluding the hot water apparatus exclusively serving the Unit, shall be assessed against the Unit or Units to which the Limited Common Element is assigned.

4.3.1. If any such Limited Common Element is assigned to more than one Unit, the Common expenses attributable to the Limited Common Element will be assessed equally amount the Units to which it is assigned.

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

4.3.3. The Association shall be responsible for removing all snow, leaves and debris from all patios which are Limited Common Elements appurtenant to the Units.

Section 4.4. Repairs Resulting from Negligence. Each Unit Owner will reimburse the Association for any damages to any other Unit or to the Common Elements caused intentionally, negligently, or by his or her failure to

properly maintain, repair or make replacements to his or her Unit or to those Limited Common Elements for which he or she is responsible under Article III of the Declaration. The Association will be responsible for damage to Units caused intentionally, negligently or by its failure to maintain, repair or make replacements to the Common Elements. If such expense is caused by misconduct, it will be assessed following notice and hearing.

**Article V. SUBSEQUENTLY ALLOCATED LIMITED COMMON ELEMENTS**

Section 5.1. Those portions of the Common Elements shown as parking spaces on the Plat which do not adjoin a Unit may be subsequently allocated as Limited Common Elements in accordance with Article III of this Declaration or may be assigned by rule of the Executive Board or may be limited by rule to visitors only.

**Article VI. ALLOCATION AND REALLOCATION OF LIMITED COMMON ELEMENTS**

Section 6.1. A Common Element not previously allocated as a Limited Common Element may be so allocated only pursuant to the provisions of this Article VI. All allocations will be made by amendments to the Declaration specifying to which Unit or Units the Limited Common Element is allocated. Such amendment shall require the approval of all holders of mortgages in the affected Units, which approval shall be endorsed thereon. The person executing the amendment shall provide an executed copy thereof to the Association which if the amendment complies with the provisions of this Declaration and the Act shall record it. The amendment shall contain words of conveyance and must be recorded and indexed in the names of the parties and the Condominium. The parties executing the amendment shall be responsible for the preparation of the amendment and shall reimburse the Association for its reasonable attorney fees in connection with the review of the amendment and for the recording costs.

**Article VII. ADDITIONS, ALTERATIONS AND IMPROVEMENTS**

Section 7.1. Additions, Alterations and Improvements by Unit Owners.

- a. No Unit Owner will make any structural addition, structural alteration to structural improvement in or to a Unit without the prior written consent thereto of the Executive Board in accordance with Section 7.1(c).
- b. Subject to Section 7.1(a), a Unit Owner:
  - (i) May make any other improvements or alterations to the interior of his or her Unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Condominium.
  - (ii) May not change the appearance of the Common Elements or the exterior appearance of a Unit, or any other portion of the Condominium, without permission of the Association;
  - (iii) After acquiring an adjoining Unit, may remove or alter any intervening partition or create apertures therein, even if the partition in whole or in part is Common Element, if those acts do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Condominium. Removal of partitions or creation of apertures under this

subsection is not an alteration of boundaries. If a part of an adjoining Unit is acquired boundaries will be relocated in accordance with Article XVII.

- c. A unit Owner may submit a written request to the Executive Board for approval to do anything that he or she is forbidden to do under Section 7.1(a) or 7.1(b)(ii). The Executive Board shall answer any written requests for such approval, after notice and hearing, within sixty (60) days after the request thereof. Failure to do so within such time will not constitute a consent by the Executive Board to the proposed action. The Executive Board shall review the request in accordance with the provisions of its rules.
- d. Any applications to any department or to any governmental authority for a permit to make any addition, alteration or improvement in or to any Unit shall be executed by the Association only. Such execution will not, however, create any liability on the part of the Association or any of its members to any contractor, subcontractor or material man on account of such addition, alteration or improvement or any person having any claim for injury to person or damage to property arising therefrom.
- e. All additions, alterations and improvements to the Units and Common Elements shall not, except pursuant to prior approval by the Executive Board, cause any increase in the premiums of any insurance policies carried by the Association or by the owners of any Units other than those affected by such change.

Section 7.2. Additions, Alterations and Improvements by the Executive Board. Subject to the limitations of Section 10.9 of this Declaration, the Executive Board may make any additions, alterations or improvements to the Common Elements which in its judgment it deems necessary.

## **Article VIII. EASEMENTS**

Section 8.1. Additional Easements. In addition to and in supplementation of the easements provided for by Section 3216, 3217, and 3218 and other provisions of the Act, the Condominium shall be subject to the following easements and restrictions:

8.1.1. Utility and Other Easements. The Units and Common Elements shall be, and are hereby, made subject to easements in favor of the Association, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment, including security systems, as may be necessary or desirable to serve any portion of the Property. The easements provided for by this Section 8.1.1 shall include, without limitations, the Association, any providing utility, any service company and any governmental agency or authority, and any of them, to install, lay maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), security systems, electrical wires, conduits and equipment and ducts and vents and any other appropriate equipment and facilities over, under, through, along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this Section 8.1.1, unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existing at the time of first conveyance of the Unit by the Declarant to a grantee other than the Declarant or so as not to materially interfere with the use or occupancy of the Unit by its occupants.

8.1.2. Easement for Ingress and Egress Through Common Elements: Access to Units and Support.

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

b. To the extent necessary, each Unit shall have an easement for structural support over every Unit in the building, the Common Elements and the Limited Common Elements; and each Unit and the Common Elements shall be subject to an easement for structural support in favor of every other Unit in the building, the Common Elements and the Limited Common Elements.

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

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

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

b. For the installation, repair, maintenance, use, removal and/or replacement of lighting fixtures, electrical receptacles, panel boards and other electrical installations which are a part of or serve any Unit but which encroach into a part of a Common Element adjacent to such Unit; provided that the installation, repair, maintenance, use, removal or replacement of any such item does not unreasonably interfere with the common use of any part of the Common Elements, adversely affect either the thermal or acoustical character of the building or impair or structurally weaken the building.

c. For driving and removing nails, screws, bolts and other attachment devices into the Unit side surface of the stone, block, brick or other masonry walls bounding the Unit and the Unit side surface of the studs which support the drywall or plaster perimeter walls bounding the Unit, the bottom surface of floor joists above the Unit and the top surface of the bottom surface of floor joists above the Unit and the top surface of the bottom surface of floor joists above the Unit and the top surface of the floor joists below the Unit to the extent such nails, screws, bolts and other attachment devices may encroach into a part of a Common Element adjacent to such Unit; provided that any such action will not unreasonably interfere with the common use of any part of the Common Elements, adversely affect either the thermal or acoustical character of the building or impair or structurally weaken the building.

d. For the maintenance of the encroachment of any lighting devices, outlets, medicine cabinets, exhaust fans, ventilation ducts, registers, grilles and similar fixtures which serve only one Unit but which encroach into any part of any Common Elements or Limited Common Elements on the date this Declaration is recorded or was thereafter installed by Declarant during the Declarant Control Period or within two (2) years after the termination thereof.

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

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

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

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

8.1.6. Record Easements. The Condominium is subject to those additional record easements and title exceptions as shown on the Plats and Plans.

**Article IX. RESERVED**

**Article X. ASSESSMENT AND COLLECTION OF COMMON EXPENSES**

Section 10.1 Apportionment of Common Expenses. All Common Expenses shall be allocated equally against all Units.

Section 10.2 RESERVED

Section 10.3. Reserve for Replacements. Each annual budget for monthly assessments of Common Expenses shall include an amount reasonably considered by the Executive Board to be sufficient as a reserve for replacements and contingencies. If the reserves are inadequate for any reason, including non-payment of any Unit Owner's assessment, the Executive Board may at any time levy a further assessment, which shall be assessed equally against the Unit Owners and which may be payable in a lump sum or in installments as the Executive Board may determine. The Executive Board shall serve notice of such further assessment on Unit Owners by a statement in writing giving the amount and reason therefor, and such further assessment shall, unless otherwise specified in the notice, become effective with the next monthly payment, which is due more than ten (10) days after delivery of such notice of further assessment. All Unit Owners so notified shall be obligated to pay the adjusted monthly amount or, if such further assessment is not payable in installments, the amount of such assessment. Such assessment shall be a lien as provided hereinafter.

Section 10.4. Common Expenses Attributable to Fewer Than All Units.

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

Section 10.5. Common Expenses Pursuant to Original Declaration. Common Expenses assessed pursuant to this Declaration of Condominium shall be in addition to the Common Expenses permitted under the Original Declaration applicable to Windmere Park, a Planned Residential Community, in Article VIII.

Section 10.6. Annual Assessments Pursuant to Original Declaration. The Association may assess to each Unit Owner a proportionate share of the annual assessments established by the Board of Directors of the Windmere Park Association, Inc., of which each Unit Owner is a member in addition to the membership in the Condominium Association, pursuant to Article VIII of the Original Declaration.

Section 10.7. Lien.

- a. The Association has a lien on a Unit for an assessment levied against a Unit or fines imposed against its Unit Owner from the time the assessment or fine becomes due. Fees, charges, late charges, fines and interest charges pursuant to the Act and the Declaration and the By-Laws are enforceable as assessments under this section. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.
- b. A lien under this section is prior to all other liens and encumbrances on a Unit except:
  - (1) A lien and encumbrance recorded before the recordation of the Declaration;
  - (2) A first mortgage on the Unit recorded before the date on which the assessment sought to be enforced became delinquent; and
  - (3) Liens for real estate taxes and other governmental assessments or charges against a Unit. A lien under this section is also prior to all mortgages described in Article XII to the extent of the Common Expense assessments based on the periodic budget adopted by the Association pursuant to Section 10.8 of this Article which would have become due in the absence of acceleration during the six (6) months immediately preceding institution of an action to enforce either the Association's lien or a security interest described in subsection 2 of this Section 10.7. This subsection does not affect the priority of mechanics or materialmen's liens or the priority of a lien for other assessments made by the Association. A lien under this section is not subject to the provision of dower or curtesy or other exemptions excluded in subsection 3315(b) of the Act.

- c. Recording the Declaration constitutes record notice and perfection of the lien. Further recording of a claimant lien for assessment under this section is not required.
- d. A lien for unpaid assessment is extinguished unless proceedings to enforce a lien are instituted within three (3) years after the full amount of the assessment becomes due; provided, that if an owner of a Unit files for protection under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.
- e. This section does not prohibit an action to recover sums for which subsection (a) of this section creates a lien or prohibit the Association from taking in lieu of foreclosure.
- f. A judgment or decree of any action brought under this section shall include costs and reasonable attorney fees for the prevailing party.
- g. A judgment or decree in an action brought under this section is enforceable by execution under the Commonwealth of Pennsylvania statutes on judgment executions.
- h. The Association lien must be foreclosed as a mortgage, or as a lien is foreclosed under the Commonwealth of Pennsylvania non-judicial foreclosure proceedings.
- i. In any action by the Association to collect assessments or to foreclose a lien for unpaid assessments, the court may appoint a receiver of the Unit Owner to collect all sums alleged to be due from the Unit Owner prior to or during the pendency of the action. The Court may order the receiver to pay any sums held by the receiver to the Association during the pendency of the action to the extent of the Association's Common Expense assessments based on a periodic budget adopted by the Association pursuant to Section 10 of this Declaration.
- j. If a holder of a first or second mortgage on a Unit forecloses that security interest, the purchaser at the foreclosure sale is not liable for any unpaid assessments against that Unit which came due before the sale, other than the assessments which were prior to that mortgage under subsection 10.7(b)(2) of this Declaration. Any unpaid assessments not satisfied from the proceeds of the sale become Common Expenses collectible from all the Unit Owners including the purchaser.
- k. In the case of foreclosure under Commonwealth of Pennsylvania non-judicial foreclosures, the Association shall give reasonable notice of this action to each of the lien holders of a Unit whose interest would be affected.
- l. Any payments received by the Association in discharge of a Unit Owner's obligation may be applied to their oldest balance due.

Section 10.8. Budget Adoption and Ratification. Within thirty (30) days after adoption of the proposed budget for the Condominium, the Executive Board shall provide a summary of the budget to each Unit Owner, and shall set a date for meeting of the Unit Owners to consider ratification of the budget not less than fourteen (14) nor more than thirty (30) days after mailing of the summary. Unless at that meeting a majority of all Unit Owners rejects the budget, the budget is ratified whether or not a quorum is present. If the proposed budget is rejected the periodic budget last ratified by the Unit Owners continues until the Unit Owners ratify a budget proposed by the Executive Board.

Section 10.9. Ratification of Non-Budgeted Common Expense Assessments. If the Executive Board votes to levy a Common Expense assessment not included in the current budget other than one enumerated in Section 10.4(a) of this Declaration in an amount greater than fifteen percent (15%) of the current annual operating budget, the Executive Board shall submit such Common Expense to Unit Owners for ratification in the same manner as the budget under Section 10.8.

Section 10.10. Certificate of Payment of Common Expense Assessments. The Association upon written request shall furnish to a Unit Owner a statement in recordable form setting out the amount of unpaid assessments against a Unit. The statement shall be furnished within ten (10) days after receipt of the request and is binding on the Association Executive Board and each Unit Owner.

Section 10.11. Monthly Payment of Common Expenses. All Common Expenses assessed under Sections 10.1 and 10.4 of this Declaration shall be due and payable monthly on the first day of the month for the current month's assessment.

Section 10.12. Acceleration of Common Expense Assessments. In the event of default for a period of ten (10) days by any Unit Owner in the payment of any Common Expense assessment levied against his or her Unit, the Executive Board shall have the right after notice and hearing to declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable.

Section 10.13. Commencement of Common Expense Assessments. Common Expense assessments shall begin on the first day of the month in which conveyance of the first Unit to a Unit Owner other than the Declarant occurs.

Section 10.14. No Waiver of Liability for Common Expenses. No Unit Owner may exempt himself or herself from liability or for payment of the Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit against which the assessments are made.

Section 10.15. Personal Liability of Unit Owners. The Unit Owner of a Unit at the time a Common Expense assessment or a portion thereof is due and payable is personally liable for the assessment. Personal liability for the assessment shall not pass to a successor in title to the Unit unless he or she agrees to assume the obligation.

## **Article XI. USE RESTRICTIONS**

### **Section 11.1. Rules and Regulations**

- a. The occupancy and use of the Units and Common Elements including those Units constructed on Convertible Real Estate shall be subject to the following restrictions:
  - (i) The Units in the Condominium are restricted to single family residential use and may not be used for any other purpose by the Unit Owner or any future Unit Owner. No Unit Owner shall permit his Unit to be used or occupied for any prohibited purpose.
  - (ii) A Unit Owner is prohibited from making any alteration, installation, removal, reconstruction or repair to his Unit or Units which will impair the structural integrity of the building or any mechanical or electrical systems therein; or adversely affect either the thermal or acoustical character of the building; or lessen the support of any

- portion of the building; or violate any applicable law, ordinance or governmental rule, regulation or order.
- (iii) No drying or airing of any clothing or bedding shall be permitted outdoors within the area of any Unit or Common Elements and clothes hanging devices such as lines, reels, poles, frames, etc., shall not be erected.
  - (iv) Refuse containers shall not be placed on any street, sidewalk, parking area or in the Common Elements except when necessary for collection.
  - (v) No boats of any type nor recreational vehicles of any type shall be permitted on a Unit or Common Elements.
  - (vi) No outside radio or television antennas (including satellite dishes) shall be erected on any Unit or Common Element unless approval of the same has been granted by the Association or its designated committee.
  - (vii) No commercial or other non-passenger vehicle of any type and no unlicensed or non-operational motor vehicle of any type shall be permitted to remain overnight on any Common Element or on any street or any Unit.
  - (viii) No noxious, unsightly or offensive activity, including vehicle repairs, shall be conducted in any Unit or on any Common Elements or the streets nor shall anything be permitted to be done thereon which may be or may become an annoyance or nuisance to other Unit Owners.
  - (ix) No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Unit except that dogs, not larger than seventy (70) pounds, cats or other domesticated household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose and further providing that no more than two (2) pets in the aggregate may be kept in any such Unit unless otherwise authorized by the Association, and said pets must be housed indoors and Owners shall conform to all local ordinances and regulations applicable to such animals.
  - (x) No sign of any kind shall be displayed to public view on any Unit except those approved by the Association.
- b. Reasonable 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 Association to change such Rules and Regulations. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such Rules and Regulations or any amendments thereto.

## **Article XII. MORTGAGES**

### **Section 12.1. Requirements.**

- a. Any mortgage or other lien on a Unit and the obligations secured thereby shall be deemed to provide, generally, that the mortgage or other lien instrument 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 mortgagee or lien holder shall have no
- b. right (i) 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 (ii) to receive or apply the

proceeds of insurance to the reduction of the mortgage debt or otherwise, except in the event and to the extent either a distribution of such proceeds to Unit Owners pursuant to Section 3312(g) of the Act or of insurance proceeds in excess of the cost of repair or restoration being received by the owner of the Unit encumbered by such mortgage; or (iii) to accelerate the mortgage debt or to have any other remedies 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.

- (i) Nothing contained in this Section 12.1 (a) hereinabove or elsewhere in this Declaration shall give a Unit Owner, or any other party, priority over any rights of the mortgagee of a Unit pursuant to its mortgage in case of a distribution to such Unit Owner or insurance proceeds or condemnation awards for loss to or a taking of one or more Units and/or Common Elements.
- c. No Unit Owner or purchaser of a Unit shall deliver any mortgage or other lien instrument secured by a Unit, or any obligation to be secured thereby, unless it has first notified the Executive Board of the name and address of the proposed mortgagee or lien holder, the amount of the debt proposed to be so secured, and has submitted to the Executive Board a copy of the form of the proposed mortgage and note or other instrument of obligation. When a mortgage other than (i) a first mortgage or (ii) a junior mortgage to the seller of a Unit is delivered to the Executive Board, the Executive Board shall promptly notify the proposed mortgagee whether such mortgage has been approved by the Executive Board as an Eligible Mortgage.

#### Section 12.2. Eligible Mortgagees.

- a. When an Eligible Mortgage is delivered to the Eligible Mortgagee or other lien holder, the Unit Owner shall simultaneously provide executed or conformed copies to the Executive Board. Upon receipt of such copy of an Eligible Mortgage, the Secretary of the Executive Board shall instruct the insurer of the Property to add the name of the Eligible Mortgagee to the mortgagee loss payable provision of the hazard insurance policy covering the Property and to provide such Eligible Mortgagee with a Certificate of Insurance showing that the Eligible Mortgagee's name has been so added.
- b. The Secretary shall maintain a register of Eligible Mortgages, showing the names and addresses of the Eligible Mortgagees, the amount secured by each Eligible Mortgage and whether it is a first mortgage.

Section 12.2.1 Upon the specific written request of a holder of an Eligible Mortgage or a Unit or its servicer to the Executive Board, the Eligible Mortgagee shall be entitled to receive some or all of the following as designated in the request.

- a. Copies of the 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 Executive Board which are prepared for the Executive Board and distributed to the Unit Owners. The holder of any mortgage on a Unit shall be entitled to have an audited statement prepared at its own expense if one is not otherwise available;
- c. Copies of notices of meetings of the Unit Owners and the right to be represented at any such meetings by a designated representative;

- d. Notice of substantial damage to or destruction of any Unit (in excess of \$1,000) or any part of the Common Elements (in excess of \$10,000);
- e. Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Property;
- f. Notice of any default of the owner of the Unit which is subject to the mortgage, where such default is not cured by the Unit Owner within thirty (30) days after the giving of notice by the Association to the Unit Owner of the existence of the default or where there is a sixty (60) day delinquency in the payment of assessments or charges against a Unit on which the Eligible Mortgagee holds a mortgage;
- g. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- h. Notice of any decision by the Executive Board to terminate professional management and assume self-management of the Property;
- i. Any condemnation or casualty loss that affects either a material part of the Condominium or the Unit securing the mortgagee's mortgage;
- j. Such other financial data as such Eligible Mortgagee shall reasonably request in writing; or
- k. Any proposed action which would require the consent of a specified percentage of first mortgagees as set forth in Section 12.3 below.

12.2.2 The request of an Eligible Mortgagee or its servicer shall be written and specify which of the above items it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Executive Board. The Executive Board shall be under no obligation to inquire into the validity of any request made hereunder by an Eligible Mortgagee. The Executive Board may refuse to honor any request where, after reasonable inquiry, it shall determine that the person making such request is not entitled to the material so requested and may establish reasonable rules to implement this section 12.2.2.

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

12.2.4. Any Eligible Mortgagee shall have the right, exercisable upon written request to the Executive Board, to examine the books and records of the Association at any reasonable time.

Section 12.3. Approval of Mortgagees. Subject to the limitations imposed by Section 3221 of the Act:

- a. The prior written approval of holders of first mortgages of Units representing at least sixty-seven percent (67%) of the votes of Units subject to first mortgages shall be required to terminate the condominium status of the Property for reasons other than substantial destruction or condemnation of the Property;
- b. The prior written approval of at least two-thirds (2/3) of the holders of first mortgages on Units (based upon one (1) vote for each first mortgage owned) shall be required for any of the following:
  - i. A change in the schedule of Percentage Interests set forth in Exhibit "D" allocated to each Unit except changes resulting from Convertible Real Estate;

- ii. The partition or subdivision of any Unit or the Common Elements;
  - iii. The abandoning, encumbering, selling or transferring of the Common Elements (the granting of easements for public utilities or for other public purposes consistent with the intended uses of the Common Elements shall not be deemed a transfer within the meaning of this subsection); and
  - iv. The use of hazard insurance proceeds for losses to any Condominium Property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such Condominium Property.
- d. The prior written approval of holders of first mortgages of Units representing at least fifty-one percent (51%) of the votes of the Units subject to first mortgages shall be required to make an amendment of a material nature to the Condominium Documents. A change of the provisions of any Condominium Documents directly relating to any of the following shall for this purpose be considered material:
- i. Voting rights;
  - ii. Assessments, assessment liens or subordination of assessment liens;
  - iii. Reserves for maintenance, repair and replacement of the Common Elements;
  - iv. Responsibility for maintenance and repairs;
  - v. Reallocation of interests in the Common Elements or Limited Common Elements or rights to their use;
  - vi. Boundaries of any Unit;
  - vii. Convertibility of Units into Common Elements or of Common Elements into Units;
  - viii. Expansion or contraction of the project or the addition, annexation or withdrawal of property to or from the project;
  - ix. Insurance or fidelity bonds;
  - x. Leasing of Units by Declarant;
  - xi. Imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;
  - xii. A decision by the Association to establish self-management when professional management had been required previously by an Eligible Mortgagee;
  - xiii. Restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the Condominium Documents;
  - xiv. Actions to terminate the legal status of the project after substantial destruction or condemnation occurs; or
  - xv. Provisions that expressly benefit holders, insurers or guarantors of Eligible Mortgages.

### **Article XIII. LEASING**

Section 13.1. 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:

- a. No Unit shall be leased or subleased without a written lease or sublease;
- b. No Unit shall be leased or subleased for a term of less than one (1) year;
- c. No Unit shall be leased to an undergraduate college student;
- d. A copy of such lease or sublease shall be furnished to the Executive Board within then (10) days after execution thereof;

- e. The rights of any lessee or sublessee of the Unit shall be subject to, and each such lessee or sublessee shall be bound by, the covenants, conditions and restrictions set forth in the
- f. Declaration, By-Laws 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 or special assessments on behalf of the owner of that Unit; and
- g. All leases of a Unit shall be deemed to include a provision that the tenant will recognize and attorn to the Association as landlord, solely for the purpose of having the power to enforce a violation of the provisions on the Condominium Documents against the tenant, provided the Association gives the landlord notice of its intent to so enforce and or reasonable opportunity to cure the violation prior to the commencement of an enforcement action.

Section 13.1.1. Notwithstanding the foregoing, the provisions of subsection 13.1 shall not apply to a holder of a first mortgage who is in possession of a Unit following a default in such mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure.

#### **Article XIV. RESERVED**

#### **Article XV. UNITS SUBJECT TO CONDOMINIUM DOCUMENTS; EMINENT DOMAIN**

Section 15.1. Applicability of Condominium Documents. Each present and future owner, lessee, occupant and mortgagee of a unit shall be subject to and shall comply with the provisions of the Act, this Declaration (including the Plats and Plans), the By-Laws and the Rules and Regulations and with the covenants, conditions and restrictions as set forth in the deed to such Unit; provided that nothing contained herein shall impose upon any lessee or mortgagee of a Unit any obligation which the Act or one or more of such documents, or both, make applicable only to Unit Owners (including, without limitation, the obligation to pay assessments for Common Expenses). The acceptance of a deed or mortgage to any Unit, or the entering into of a lease or the entering into occupancy of any Unit, shall constitute an agreement that the provisions of the Act, this Declaration (including the Plats and Plans), the By-Laws, the Rules and Regulations and the covenants, conditions and restrictions set forth in the deed to such Unit are acceptable and ratified by such grantee, mortgagee or lessee insofar as applicable. All of such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

Section 15.2. Eminent Domain. Whenever all or part of the Common Elements shall be taken, injured or destroyed by eminent domain, the Executive Board shall represent the Unit Owners in negotiations, settlements and agreements with the condemning authority. Each Unit Owner appoints the Executive Board as attorney-in-fact for this purpose. Each Unit Owner shall be entitled to notice thereof; but in any proceedings for the determination of damages, such damages shall be determined for such taking, injury or destruction as a whole and not for each Unit Owner's interest therein. The award or proceeds of settlement shall be payable to the Association for the use and benefit of the Unit Owners and their mortgagees as their interests may appear.

## **Article XVI. EXECUTIVE BOARD OF THE ASSOCIATION**

Section 16.1. Powers of Executive Board. The Executive Board of the Association shall possess all of the duties and powers granted to the Executive Board by the Act.

Section 16.2. Composition of Executive Board. The Executive Board shall consist of members who shall be elected at Annual Meetings of Association members. Each Executive Board member shall hold office pursuant to the provisions relating thereto in the By-Laws.

Section 16.3. Election of Board Members and Officers. Composition of the Executive Board shall be as set forth in Section 16.2 above. The Executive Board shall elect the officers. The Executive Board members and officers shall take office upon election.

Section 16.4. Removal. Notwithstanding any provision of this Declaration or the By-Laws to the contrary, following notice under Section 3308 of the Act, the Unit Owners, by a two-thirds (2/3) vote of all persons present and entitled to vote at a meeting of the Units Owners at which a quorum is present, may remove a member of the Executive Board with or without cause.

Section 16.5. Disputes. In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any questions of interpretation or application of the provisions of this Declaration (including the Plats and Plans), the By-Laws or the Rules and Regulations, the ultimate determination with respect thereto by the Executive Board following an appeal to such Executive Board from the Association body making a determination in the first instance shall be final and binding on each and all such Unit Owners. The Executive Board shall have the authority to seek a declaratory judgment or other appropriate judicial relief or offer to assist in carrying out its responsibilities under this Section 16.5. All costs of obtaining such a judgment shall be borne by the disputants or, in the absence of disputants, by the Association as a Common Expense.

Section 16.6. Amendments to the Condominium Documents. The Condominium Documents may be amended only in accordance with the Act and the Condominium Declaration and By-Laws. Notwithstanding any other provision of this Declaration to the contrary, if any amendment is necessary in the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provisions of the Condominium Documents, including the plats and plans, that are defective, missing or inconsistent with any other provisions thereof, or if such amendment is necessary in the judgment of the Executive Board to conform to the requirements of any agency or entity that has established national or regional standards with respect to loans secured by mortgages or deeds of trust on units in condominium projects (such as the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Veterans Administration or other secondary mortgage market lenders, guarantors or insurers with respect to condominium projects, to comply with any statute, code or ordinance which may now or hereafter be made

applicable to the condominium or association, or to make a reasonable accommodation or permit a reasonable modification in favor of handicapped, as may be defined by prevailing Federal or State laws or regulations applicable to the association, unit, owners, residents, tenants or employees, then, at any time and from time to time the Executive Board

may at its discretion effect an appropriate corrective amendment without the approval of the Unit Owners or the holders of any liens on all or any part of the condominium, upon receipt by the Executive Board of an opinion from legal counsel who is independent from the declarant to the effect that the proposed amendment is permitted by the terms of this sentence. Each amendment of the type described in this Section 16.6 shall be effective upon the recording of any appropriate instrument setting forth the amendment and its due adoption, which instrument has been executed and acknowledged by one or more officers of the Executive Board.

Section 16.7. Abating and Enjoining Violations by Unit Owners. The violation of any Rules and Regulations adopted by the Executive Board, the breach of any provision contained by the By-Laws or the breach of any provision of this Declaration or the Act by a Unit Owner shall give the Executive Board and any aggrieved Unit Owner the right, in addition to any other rights to which it may be entitled, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

#### **Article XVII. THE RELOCATIONS OF BOUNDARIES BETWEEN ADJOINING UNITS.**

Section 17.1. Application and Amendment. Subject to approval of any structural changes or required permits pursuant to Article VII, the boundaries between adjoining Units may be relocated by an amendment to the Declaration upon application to the Association by the owners of the Units affected by the relocation. If the owners of the adjoining Units have specified a reallocation between their Units of their Percentage Interest, the application shall state the proposed reallocation. Unless the Executive Board determines, within thirty (30) days after the receipt of the application that the reallocations are unreasonable, the Association shall consent to the reallocation and prepare an amendment that identifies the Units involved, states the reallocation and indicated the Association's consent. The amendment must be executed by those Unit Owners affected and contain words of conveyance between them and the approval of holders of mortgages in the affected Units shall be endorsed thereon. On recordation, the amendment shall be indexed in the name of the grantor and grantee and in the grantee's index in the name of the Association.

Section 17.2. Recording Amendments. The Association shall prepare and record Plats or Plans necessary to show the altered boundaries of the adjoining Units, and the Units' dimension and identifying numbers. The applicants will pay for the cost of preparation of the amendment and its recording, and the reasonable consultant fees of the Association if the Executive Board deems it necessary to employ a consultant.

#### **Article XVIII. AMENDMENTS TO DECLARATION**

Section 18.1. General. Except in cases of amendments that may be executed by the Association under Article XVI and Article XVII of this Declaration and Section 3209 of the Act, and except as limited by Section 3221 of the Act, this Declaration, including the Plat and Plans may be amended only by vote or agreement of Unit Owners of Units to

which at least sixty-seven percent (67%) of the votes in the Association are allocated. The procedure for amendment must follow the procedures of Section 3219 of the Act.

Section 18.2. Limitation of Challenges. An action to challenge the validity of an amendment by the Association pursuant to this Article may not be brought more than one (1) year after the amendment is recorded.

Section 18.3. Recordation of Amendments. Each amendment to the Declaration must be recorded in the applicable Office of the Recorder of Deeds in which a portion of the Condominium is located and the amendment is effective only upon recording.

Section 18.4. When Unanimous Consent Required. Except to extent expressly permitted or required by other provisions of the Act an amendment may not create or increase the number of Units, change the boundaries of a Unit, the Percentage Interest of a Unit, or the uses to which a Unit is restricted in the absence of unanimous consent of the Unit Owners.

Section 18.5. Execution of Amendments. An amendment to the Declaration required by the Act to be recorded by the Association which has been adopted in accordance with this Declaration and the Act must be prepared, executed, recorded and certified on behalf of the Association by an officer of the Association designated for the purpose or in the absence of such designation, by the President of the Association.

Section 18.6. Consent of Holders of Mortgage Interests. Amendments are subject to the consent requirements of Article XII.

## **Article XIX. TERMINATION**

Section 19.1. Termination. Termination of the Condominium may be accomplished only in accordance with Section 3220 of the Act.

## **Article XX. DAMAGE TO OR DESTRUCTION OF PROPERTY**

Section 20.1. Duty to Restore. The portion of the Condominium for which insurance is required under the By-Laws or Section 3312 of the Act for which insurance carried by the Association is in effect, whichever is more extensive, that is damaged or destroyed must be repaired or replaced promptly by the Association unless:

- a. the Condominium is terminated;
- b. repair or replacement would be illegal under state statute or municipal ordinance governing health or safety; or

- c. eighty percent (80%) of the Unit Owners including each owner of a Unit or assigned Limited Common Element that will not be rebuilt, vote not to rebuild.

Section 20.2. Cost. The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense.

Section 20.3. Plans. The property must be repaired and restored in accordance with either the original plans and specifications or other plans and specifications which have been approved by the Executive Board, a majority of Unit Owners, and fifty-one percent (51%) of Eligible Mortgagees.

Section 20.4. Replacement of Less Than Entire Property.

- a. The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium;
- b. Except to the extent that other persons would be distributees:
  - (i) The insurance proceeds attributable to a Unit and Limited Common Elements that are not rebuilt must be distributed to the Owner of the Unit and the owner of the Unit to which the Limited Common Elements were allocated or to lien holders as their interests may appear; and
  - (ii) The remainder of the proceeds must be distributed to each Unit Owner or lien holder as their interests may appear in proportion to the Common Element interests of all the Units;
- c. If the Unit Owners vote not to rebuild a Unit, the Percentage Interests of the Unit are reallocated upon the vote as if the Unit had been condemned under Section 3107 of the Act and the Association promptly shall prepare, execute and record an amendment to the Declaration reflecting the reallocations.

Section 20.5. Insurance Proceeds. The Trustee, or if there is no Trustee, then the Executive Board of the Association, acting by the President, shall hold any insurance proceeds in trust for the Association, Unit Owners and lien holders as their interests may appear. Subject to the provisions of Section 20.1(a) through subsection 20.1(c) of this Declaration, the proceeds shall be disbursed first for the repair or restoration of the damaged property, and the Association, Unit Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completed, repaired or restored or the Condominium has been terminated.

Section 20.6. Certificates by the Executive Board. The Trustee, if any, may rely on the following certification in writing made by the Executive Board:

- a. Whether damaged or destroyed property is to be repaired or restored;
- b. The manner and amounts to be paid for repairs or the restoration and the names and addresses of the parties to whom such amount should be paid.

Section 20.7. Certificates by Attorneys or Title Insurance Companies. If payments are to be paid to Unit Owners or mortgagees, the Executive Board and the trustee, if any, shall obtain and may rely on a title insurance company or attorney's certificate of title or a title insurance policy based on a search of land records of the applicable Office of the

Recorder of Deeds from the date of the recording of the original Declaration stating the names of the Unit Owners and the mortgagees.

## **Article XXI. INSURANCE**

Section 21.1. Coverage. To the extent reasonably available, the Executive Board shall obtain and maintain insurance coverage as set forth in this Article. If such insurance is not reasonably available, and the Executive Board determines that any insurance described herein will not be maintained, the Executive Board shall cause notice of that fact to be hand delivered or be sent prepaid by the United States mail to all Unit Owners and eligible mortgagees at their respective last known address.

### Section 21.2. Property Insurance.

a. Property insurance covering:

(i) The project facilities (which term means all Buildings on the Property, including the Common Elements and Units inclusive of any improvements and betterments installed in Units and excluding land, excavations, portions of foundations below the under surface of the lowest basement floors, underground pilings, piers, pipes, flues and drains and other items normally excluded from property policies; and

(ii) All personal property owned by the Association.

b. Amounts. The project facilities for an amount (after application of any deductions) equal to one hundred percent (100%) of their actual cash value at the time the insurance is purchased and at each renewal date. Personal property owned by the Association for an amount equal to its actual cash value.

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

The maximum deductible for insurance policies shall be not more than Ten Thousand (\$10,000.00) Dollars. The difference between the policy deductible and Two Hundred Fifty (\$250.00) Dollars shall be paid by each of the unit owners suffering a loss. Of the deductible portion, Two Hundred Fifty (\$250.00) Dollars shall be paid by the Association as a Common Expense.

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

d. Other provisions. Insurance policies required by this section shall provide that:

(i) The insurer waives the right to subrogation under the policy against a Unit Owner or member of the household of Unit Owner;

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

- (iii) If, at the time of a loss under the policy, there is other insurance in the name of the Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance;
- (iv) Loss must be adjusted within the Association;
  
- (v) Insurance proceeds must be paid to any insurance trustee designated in the policy for that purpose, and in the absence of such designation to the Association, in either case to be held in trust for each Unit Owner and each Unit Owner's mortgagee;
- (vi) The insurer may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or nonrenewal has been mailed to the Association, each Unit Owner and each holder of a mortgage to whom a certificate or memorandum of insurance has been issued at their respective last known addresses;
- (vii) The name of the insured shall be substantially as follows: Wellington Greens Condominium Association, Inc., for the use and benefit of the individual Unit Owners.

Section 21.3. Liability Insurance. Liability insurance including medical payments insurance, in an amount determined by the Executive Board, but in no event less than One Million (\$1,000,000.00) Dollars covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements, and the activities of the Association.

- a. Other Provisions. Insurance policies carried pursuant to this Section shall provide that:
  - i. Each Owner is an insured person under the policy with respect to liability arising out of the Unit Owner's interest in the Common Elements or membership in the Association;
  - ii. The insured waives the right to subrogation under the policy against a Unit Owner or member of the household of Unit Owner;
  - iii. An act or omission by a Unit Owner, unless acting within the scope of the Unit Owner's authority on behalf of the Association, will not void the policy or be a condition to recovery under the policy;
  - iv. If at the time of a loss under the policy there is other insurance in the name of a Unit Owner covering the same residence covered by the policy, the policy of the Association provides primary insurance;
  - v. The insurer issuing the policy may not cancel or refuse to renew it until thirty (30) days after notice of the proposed cancellation or nonrenewal has been mailed to the Association, each Unit Owner and each holder of a mortgage to whom a certificate or a memorandum of insurance has been issued at the last known addresses.

Section 21.4. Fidelity Bonds. A blanket fidelity bond is required for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The bond shall name the Association as obligee and shall cover the maximum funds that will be in the custody of the Association or the manager at any time while the bond is in force and in no event less than the seven three-month assessments plus reserve funds. The bond shall include a provision that calls for ten (10) days written notice to the Association, to each holder of a mortgage in a Unit, to each servicer that services an FNMA – owned or FHLMC – owned mortgage on a Unit and to the insurance trustee, if any, before the bond can be canceled or substantially modified for any reason.

Section 21.5. Unit Owner Polices. An insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for his or her own benefit.

Section 21.6. Workers Compensation Insurance. The Executive Board shall obtain and maintain workers compensation insurance, if applicable, to meet the requirements of the laws of the Commonwealth of Pennsylvania.

Section 21.7. Directors and Officers Liability Insurance. The Executive Board shall obtain and maintain directors and officers liability insurance if available covering all of the directors and officers of the Association in such limits as the Executive Board may from time to time determine.

Section 21.8. Other Insurance. The Association may carry other insurance which the Executive Board considers appropriate to protect the Association or the Unit Owners.

Section 21.9. Premiums. Insurance premiums shall be a Common Expense.

## **Article XXII. MEMBERSHIP IN WINDMERE PARK ASSOCIATION, INC.**

Section 22.1. Windmere Park Association, Inc. Pursuant to Article VII of the Original Declaration, the Owner of any Unit owned shall be entitled to one (1) vote in the Windmere Park Association, Inc. for each Condominium Unit owned within the Condominium.

## **Article XXIII. MASTER ASSOCIATION**

Section 23.1. Delegation of Association Duties. The Association shall have the right to delegate any and all of its rights, duties, and powers hereunder and pursuant to Section 3302 of the Act pertaining to powers of unit owners' associations, to a Master Association pursuant to Section 3222 of the Act provided such rights, duties and powers are accepted by the Master Association.

Section 23.2. Liability of Executive Board Members and Officers. If the Executive Board delegates some or all of the Association powers to a Master Association, the members of the Executive Board shall have no liability for the acts or omissions of the Master Association, the members of the Executive Board shall have no liability for the acts or omissions of the Master Association with respect to those powers so delegated. The officers and members of the governing board of the Master Association shall be subject to liability to the Association and the Unit Owners on the same basis as officers and Executive Board members if the powers are delegated pursuant hereto.

Section 23.3. Rights and Responsibilities of Unit Owners Electing Governing Body. The rights and responsibilities of the Unit Owners with respect to the Association set forth in Section 3303 (relating to Executive Board members and officers), Section 3308 (relating to meetings), Section 3309 (relating to quorums), Section 3310 (relating to voting; proxies) and Section 3320 (relating to Declarant delivery of certain items to the Association) shall apply to the conduct of the affairs of the Master Association with respect to exercise of powers delegated pursuant hereto. These rights and responsibilities shall only apply to those persons who elect the governing body of a Master Association whether or not those persons are otherwise Unit Owners.

Section 23.4. Election of Master Association Governing Body. Notwithstanding the election of Executive Board members by Unit Owners, the governing body of any Master Association to which any powers are delegated pursuant to this Section shall be elected in any of the following ways:

- (i) All Unit Owners of the Condominium and other properties subject to the Master Association shall elect all members of the governing body of the Master Association.
- (ii) All members of the governing bodies of the condominium associations and other property owners' associations subject to the Master Association shall elect all members of the Master Association governing body.
- (iii) All unit owners of each condominium and other property owners' associations subject to the Master Association shall elect specified members of the Master Association governing body.
- (iv) All members of the governing bodies of the condominiums and other property associations subject to the Master Association shall elect specified members of the Master Association's governing body.

Section 23.5. Delegation of Responsibility and Authority. Delegation of responsibility and authority pursuant to this Article XXIII by the Association to a Master Association shall occur if and when:

- a. Any amendment to the Declaration is prepared and recorded which states that Section 3222 of the Act shall apply to the Condominium; or
- b. There occurs an event or action that any amendment to the Declaration states shall cause Section 3222 to become applicable and the Association causes to be recorded an instrument duly executed by the President of the Association that:
  - (i) Such event or action has occurred and the date of such occurrence, thereby causing Section 3222 to become applicable to the Condominium; and
  - (ii) That a copy of such instrument has been sent to all Unit Owners; or
- c. The Association executes and records an instrument stating that Section 3222 shall thereafter apply to the Condominium and that a copy of such instrument has been made available to the Executive Board and all Unit Owners.

Section 23.6. Declaration of All Powers. If the powers of the Association are delegated to the Master Association and accepted by such Master Association pursuant hereto, then the governing body of the Master Association may act in all respects as the Executive Board of the Condominium and no separate executive board need be elected or exist.

IN WITNESS WHEREOF, Wellington Green Condominium Association, Inc. has caused these presents to be executed the day and year first above written.

ATTEST:

WELLINGTON GREENS CONDOMINIUM ASSOCIATION, INC.

Secretary

By: Maureen A. Wellesko  
President

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF CENTRE :  
:

SS

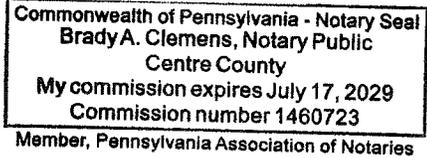
On this, the <sup>18<sup>th</sup></sup> day of February, 2026, before me a Notary Public, in and for said Commonwealth, personally appeared Maureen A. Wellesko, who, after being duly sworn according to law, deposes and says that he is the President of Wellington Greens Condominium Association, Inc., that he is authorized to execute the Wellington Greens Amended and Restated Declaration of Condominium for the purposes therein contained.

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

Brady A. Clemens  
NOTARY PUBLIC

(SEAL)

My Commission Expires: July 17, 2029



## CONDOMINIUM PROPERTY

### WELLINGTON GREENS CONDOMINIUM

#### TRACT NO. 1

**ALL THAT CERTAIN PARCEL OF LAND** situated in the Township of College, Center County, Pennsylvania, being more fully shown as Lot 6R on a plan entitled "Final Land Development Plan for Replotted Lot 6R Windmere Park Planned Residential Development," prepared by Sweetland Engineering & Associates, Inc., drawing number D-3012, dated 3-27-95, revised to 5-5-95 and is on file in the Centre County Recorder's Office Plat Book 49, Pages 168-169, bundled and described as follows:

**BEGINNING** at a point in a curve on the southern right-of-way line of Windmere Drive – exit (being a 34' wide right-of-way) at the common northwest corner of Lot 11 (Plat Book 49, Pages 168-169) and the northwest corner of the herein described Lot; Thence along said Lot 11 S 31° 44' 42" E, 126.56 feet to a point at a northern corner of Lot 12R (Plat Book 49, Pages 168-169) and the eastern corner of the herein-described Lot; Thence along side Lot 12R the following four (4) courses and distances:

- (1) By the arc of the curve to the left, having a radius of 642.95, a central angle of 18° 41' 22", an arc length of 209.73 feet, a chord bearing and distance of S 12° 24' 46" E, 208.80 feet to a point, said point being a point of tangency; Thence
- (2) S 26° 12' 31" E, 137.63 feet to a point at the southeastern corner of the herein described Lot; Thence
- (3) S 68° 13' 56" W, 416.79 feet to point at the southwestern corner of the herein described Lot; Thence
- (4) N 35° 10' 27" W, 262.71 feet to a point in a curve in the eastern right-of-way line of Rolling Ridge Drive (begin a 60' wide right-of-way) at the common northeastern corner of said Lot 12R and the northwestern corner of the herein described Lot; Thence

Along side eastern right-of-way line of Rolling Ridge Drive the following two (2) courses and distances:

- (1) By the arc of a curve to the left, having a radius of 280.00, a central angle of 58° 59' 44", an arc length of 288.31 feet, a chord bearing and distance of N 06° 43' 17" E, 275.74 feet to a point, said point being a point of tangency; Thence
- (2) N 22° 46' 35" W, 4.21 feet to a point at the intersection of said eastern right-of-way line of Rolling Ridge Drive and said southern right-of-way line of Windmere Drive, said point being a point of curvature; Thence

Along said southern right-of-way line of Windmere Drive the following two (2) courses and distances:

- (1) By the arc of a curve to the right having a radius of 15.00 a central angle of 92° 01' 01", an arc length of 24.09 feet, a chord bearing and distance of N 23° 13' 55" E, 21.58 feet to a point, said point being a point of compound curvature; Thence
- (2) By the arc of a curve to the right having a radius of 1293.54, a central angle of 14° 55' 02", an arc length of 336.78 feet, a chord bearing and distance of N 76° 41' 57" E, 335.82 feet to the point or place of beginning.

**CONTAINING** 4.803 acres of land gross measure more or less.

**UNDER AND SUBJECT** to 20' wide sanitary sewer easements – Plat Book 49, Pages 168-169.

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

**TRACT NO. 2**

**ALL THAT CERTAIN PARCEL OF LAND** situated in the Township of College, Centre County, Pennsylvania, being more fully shown as Convertible Real Estate on a plan entitled “Wellington Greens Condominium Declaration Plan Lot 6R Windmere Park,” prepared by Sweetland Engineering & Associates, Inc., drawing number D-3280, dated 8-2-95 and is intended to be on file in the Centre County Recorder’s Office, bounded and described as follows:

**BEGINNING** at a point in the eastern right-of-way line of Rolling Ridge Drive (being a 60' wide right-of-way) at the common southwestern corner of Wellington Greens Condominium and the northwestern corner of the herein described area; Thence along said Wellington Greens Condominium the following four (4) courses and distances:

- (1) S 88° 42' 12" E, 194.00 feet to a point; Thence
- (2) S 22° 17' 45" W, 130.00 feet to a point; Thence
- (3) S 46° 16' 16" E, 76.82 feet to a point; Thence
- (4) N 69° 51' 23" E, 238.00 feet to a point in a line of Lot 12R at the common southeastern corner of said Wellington Greens Condominium and the northeastern corner of the herein described area;

Thence along said Lot 12R the following three (3) courses and distances:

- (1) S 26° 12' 31" E, 137.63 feet to a point; Thence
- (2) S 68° 13' 55" W, 416.79 feet to a point; Thence
- (3) N 35° 10' 27" W, 262.71 feet to a point in a curve in said eastern right-of-way line of Rolling Ridge Drive at a common northeastern corner of said Lot 12R and the western corner of the herein described area;

Thence along said eastern right-of-way line of Rolling Ridge Drive by the arc of a curve to the left, having a radius of 280.00 feet, a central angle of 34° 55' 26", an arc length of 170.67 feet, a chord bearing and distance of N 18° 45' 26" E, 168.04 feet to the point or place of beginning.

**CONTAINING** 2.38 acres of land gross measure more or less.

**UNDER AND SUBJECT** to a 20' wide sanitary sewer easement, as shown on the above-mentioned plan.

**UNDER AND SUBJECT** to a 20' wide storm water easement, as shown on the above-mentioned plan.

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

**EXHIBIT "B"**

Intentionally omitted.

**EXHIBIT "C"**

Intentionally omitted.

**EXHIBIT "D"**

Allocation of Percentage Interests

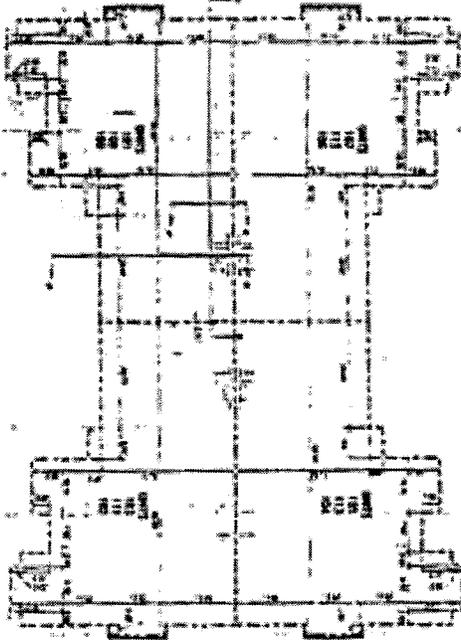
<u>Building No.: Unit No.</u>	<u>Size</u>	<u>Percentage</u> <u>Interest</u>	<u>No. Votes</u>
Building # 1 - 101	1835	.0312	1
103	1835	.0312	1
105	1835	.0312	1
107	1835	.0312	1
Building # 2 - 109	1835	.0312	1
111	1835	.0312	1
113	1835	.0312	1
115	1835	.0312	1
Building #3 - 117	1835	.0312	1
119	1835	.0312	1
121	1835	.0312	1
123	1835	.0312	1
Building #4 - 132	1835	.0312	1
134	1835	.0312	1
136	1835	.0312	1
138	1835	.0312	1
Building #5 - 124	1835	.0312	1
126	1835	.0312	1
128	1835	.0312	1
130	1835	.0312	1
Building #6 - 116	1835	.0312	1

	118	1835	.0312	1
	120	1835	.0312	1
	122	1835	.0312	1
Building #7 -	108	1835	.0312	1
	110	1835	.0312	1
	112	1835	.0312	1
	114	1835	.0312	1
Building # 8 -	100	1835	.0312	1
	102	1835	.0312	1
	104	1835	.0312	1
	106	<u>1835</u>	<u>.0312</u>	<u>1</u>
	Total	58,720	100%	32

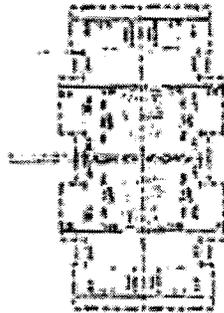
Size = Square Feet of Unit

Percentage (%) Interest = Square Feet of Unit divided by total Square Feet of all Units





FIRST FLOOR PLAN

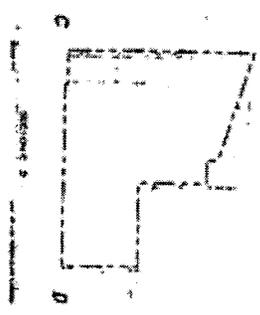
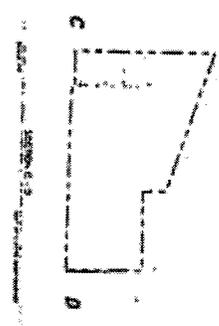
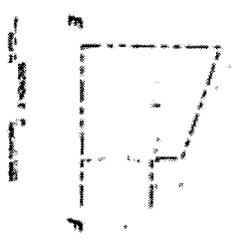


SECOND FLOOR PLAN



<p><b>STEELE ENGINEERING &amp; ASSOCIATES, INC.</b>          1000 ...          ...</p>	
<p>William ...          ...          ...</p>	
<p>...          ...          ...</p>	

BOOK 840 PAGE 798



1942 JUN 21 3

<p><b>WETLAND ENGINEERING &amp; ASSOCIATES, INC.</b>          145 W. 10th Street          St. Paul, Minnesota 55102</p>	
<p>Working Drawing          Civil Engineering          145 W. 10th Street          St. Paul, Minnesota 55102</p>	
<p>DATE: 6/21/42</p>	<p>BY: [Signature]</p>
<p>NO. 1</p>	<p>OF 1</p>