

587

DECLARATION OF PROTECTIVE COVENANTS

WINDMERE PARK  
Planned Residential Community  
and  
Residential Office Community

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BOOK 207 PAGE 1108

BOOK 207 PAGE 1109

## TABLE OF CONTENTS

ARTICLE I - PURPOSE	1
ARTICLE II - DEFINITIONS	1
Section 2.1 Architectural Review Committee	1
Section 2.2 Association	1
Section 2.3 Common Area	1
Section 2.4 W.P.	1
Section 2.5 Declarant	1
Section 2.6 Design Criteria	1
Section 2.7 Developer	2
Section 2.8 Improvements	2
Section 2.9 Lot	2
Section 2.10 Occupant	2
Section 2.11 Owner	2
Section 2.12 The Property	2
ARTICLE III - ARCHITECTURAL REVIEW COMMITTEE	2
Section 3.1 Necessity of Architectural Review & Approvals	2
Section 3.2 Approval	2
Section 3.3 Powers and Duties	3
Section 3.4 Liability	3
Section 3.5 Limitation of Action	3
ARTICLE IV - REGULATION OF IMPROVEMENTS	4
Section 4.1 General	4
Section 4.2 Minimum Setback Lines	4
Section 4.3 Drainage and Water Retention	4
Section 4.4 Excavation and Site Grading	4
Section 4.5 Site Furniture	4
Section 4.6 Curb Cuts	4
Section 4.7 Off-Street Parking	4
Section 4.8 Loading, Service and Outside Storage	5
Section 4.9 Landscaping	5
Section 4.10 Utility Connections	5
Section 4.11 Height Restrictions	5
Section 4.12 Completion of Construction	5
Section 4.13 Signs	5
Section 4.14 Exterior and Interior Lighting	6
ARTICLE V - MAINTENANCE	6
Section 5.1 Maintenance Responsibilities	6
Section 5.2 Enforcement	7
Section 5.3 Access at Reasonable Hours	7
ARTICLE VI - PROPERTY RIGHTS	7
Section 6.1 Owners' Easements of Enjoyment	7
Section 6.2 Permitted Operations and Uses	7
Section 6.3 Delegation of Use	8
Section 6.4 Easements	8
Section 6.5 Right of Entry	8
Section 6.6 No Partition	8
ARTICLE VII - ASSOCIATION	8
Section 7.1 Membership	8
Section 7.2 Voting	8
ARTICLE VIII - MAINTENANCE ASSESSMENTS	8
Section 8.1 Creation of the Lien and Personal Obligation of Assessments	8
Section 8.2 Purpose of Assessments	9
Section 8.3 Annual Assessments	9
Section 8.4 Special Assessments	9
Section 8.5 Uniform Rate of Assessment	9
Section 8.6 Date of Commencement of Annual Assessments	9
Section 8.7 Duties of the Board of Directors	9
Section 8.8 Repair Assessment	9
Section 8.9 Effect of Non-Payment of Assessment: The Lien, The Personal Obligation, Remedies of Assn.	10

Section 8.10	Subordination to Lien of Mortgages	10
Section 8.11	Exempt Property	10
ARTICLE IX - REPURCHASE RIGHTS OF DEVELOPER		10
Section 9.1	Right to Repurchase if no Construction	10
Section 9.2	Developer's Right of First Refusal on Transfer of Unimproved Lots	11
ARTICLE X - DEVELOPER'S RESERVED RIGHTS TO PROPERTY		11
Section 10.1	Extension of Covenants and Restrictions to Include Additional Property	11
Section 10.2	Withdrawal of Land	11
Section 10.3	Platting and Subdivision Restrictions	12
Section 10.4	Public Roads -- Easements	12
ARTICLE XI - MISCELLANEOUS		12
Section 11.1	Term	12
Section 11.2	Termination and Modification	12
Section 11.3	Assignment of Developer's Right and Duties	12
Section 11.4	Mutuality, Reciprocity: Runs with Land	13
Section 11.5	Benefits and Burdens	13
Section 11.6	Notices	13
Section 11.7	Singular and Plural	13
Section 11.8	Failure to Enforce Not a Waiver of Rights	13
Section 11.9	Condominium	13
Section 11.10	Constructive Notice and Acceptance	13
Section 11.11	No Waiver	13
Section 11.12	Captions	13
Section 11.13	Severability	14

BOOK 207 PAGE 1111

DECLARATION OF PROTECTIVE COVENANTS  
FOR  
WINDMERE PARK

THIS DECLARATION, made the 30 day of January, 1987, by ROLLING RIDGE, INC., a Pennsylvania Corporation, (hereinafter referred to as the "Developer") which declares that the real property comprised of all of the lots, parcels, and sites, platted or unplatted, more legally described in attached Exhibit A and incorporated herein by reference, to be known as "WINDMERE PARK", which is currently owned by the Developer, is and shall be held, transferred, sold, conveyed, leased, and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") herein-after set forth.

ARTICLE I  
PURPOSE

The purpose of these Covenants and Restrictions is to insure the proper use and most appropriate development of WINDMERE PARK (hereinafter referred to as "W.P.") through the imposition of uniform standards. It is the intent of these Covenants and restrictions to provide conditions, covenants, restrictions, etc. that insure that W.P. will always be maintained as an attractive, quality oriented, uncongested handsome environment. These covenants are designed to protect the owners, lessees, and sublessees of property against improper and undesirable uses of surrounding property. In essence, these Covenants and Restrictions should guard against unwarranted property depreciation which can be caused by such factors as haphazard and unharmonious improvements.

ARTICLE II  
DEFINITIONS

The following words, when used in this Declaration shall have the following meanings:

SECTION 2.1 "ARCHITECTURAL REVIEW COMMITTEE" shall be composed of no less than three (3) or more than five (5) individuals designated from time to time by the Board of Directors of the Association which individuals shall initially be named and shall have the powers and duties as set forth herein.

SECTION 2.2 "ASSOCIATION" shall mean and refer to Windmere Park Association, Inc. a Pennsylvania corporation not for profit. This is the Declaration of Protective Covenants and Restrictions to which the Articles of Incorporation (hereinafter referred to as the "Articles") and By-Laws (hereinafter referred to as the "By-Laws") of the Association make reference. Copies of the Articles and By-Laws are attached hereto and made a part hereof as Exhibit B.

SECTION 2.3 "COMMON AREA" shall mean and refer to all real and/or personal property which the Association and/or the Developer owns or has an interest in for the common use of the members of the Windmere Park Association, including, but not limited to, park landscape, entry features, directional graphic system, drainage, landscape medians, security, safety, bicycle paths, sidewalks, roads, project lighting and recreational purposes or any other use to which a majority of the membership of the Association may accede. The Developer agrees that all of the Common Area, fee simple title to which may be owned or held by the Developer, shall be conveyed to the Association not later than one hundred twenty (120) days after the Developer relinquishes control to the Board of Directors, pursuant to the Articles.

SECTION 2.4 "W.P." shall mean and refer to "WINDMERE PARK"

SECTION 2.5 "DECLARANT" shall mean and refer to the Developer, its successors and assigns, and include any person or entity to which Declarant may assign its rights, privileges, duties and obligations hereunder, which rights, privileges, duties and obligations are and shall be assignable.

SECTION 2.6 "DESIGN CRITERIA" shall mean and refer to the quality and character specifications prepared by the Declarant as of January 4, 1988. Such

Design Criteria may be modified or amended from time to time in the future by Declarant in its sole discretion (subject to any necessary approval and/or changes by; any regulatory authorities of the Township of College, County of Centre or other governing body) and shall be binding upon all Owners and Occupants of W.P.

SECTION 2.7 "DEVELOPER" shall mean and refer to the ROLLING RIDGE, INC. a Pennsylvania Corporation, its successors or assigns of any or all of its rights under this Declaration.

SECTION 2.8 "IMPROVEMENTS" shall mean and refer to any man-made changes in the natural condition of the land including, but not limited to, structures and construction of any kind, whether above or below the land surface such as any building, fence, wall, sign, addition, alteration, screen enclosure, sewer, drain, disposal, lake, waterway, road, paving, utilities, grading, landscaping, signs and exterior illumination and shall not be limited to any changes in any exterior color or shape and any new exterior construction or exterior improvement.

SECTION 2.9 "LOT" shall mean and refer to any parcel of the Property in W.P. together with any and all improvements thereon, created and existing by a record plat recorded after January 1, 1988, in the Public Records of Centre County, Pennsylvania, on which any improvement could be constructed, whether or not it has been constructed.

SECTION 2.10 "OCCUPANT" shall mean and refer to any person or organization which has occupied, purchased, leased, rented or is otherwise licensed or legally entitled to occupy and/or use any Lots or Improvement(s) on the Property (whether or not such right is exercised), as well as their heirs, assigns, and successors in interest.

SECTION 2.11 "OWNER" shall mean and refer to the record owner, whether one or more partners, persons, trusts, corporations, or other entity, of the fee simple interest to a Lot or any other portion of the Property, including contract sellers (but not contract purchasers) their heirs, successors, personal representatives or assigns. An owner may, upon written notice to the Declarant and/or association, assign all or part of his rights, but not his duties hereunder, to the owner's tenant.

SECTION 2.12 THE "PROPERTY" shall mean W.P. and refer to the real property described in Exhibit A hereof and any portion thereof, and any and all improvements thereon and additions thereto, as are subject to this Declaration.

ARTICLE III

ARCHITECTURAL REVIEW COMMITTEE

SECTION 3.1 NECESSITY OF ARCHITECTURAL REVIEW AND APPROVALS. No Improvement of any kind shall be commenced, constructed, erected, placed, or altered or maintained upon any Lot, nor shall any addition, change, or alteration thereon thereof be made, nor shall any subdivision platting or replatting of any Lot be made until plans and specifications with respect thereto, in manner and form satisfactory to the Architectural Review Committee (whereinafter referred to as the "ARC") showing the proposed Improvements, plot layout and all exterior elevations, materials and colors, signs and landscaping, traffic engineering, number and size and layout of parking spaces, grading, easements and utilities, proposed building use and number of employees, and such other information as may be requested by the ARC have been submitted to and approved in writing by the ARC. Such plans and specifications shall be submitted in writing over the signature of the Owner of the Building Site or the Owner's authorized agent.

SECTION 3.2 APPROVAL. Approval shall be based, among other things, upon: (i) the adequacy of building site dimensions; (ii) the conformity and harmony of exterior design with neighboring structures; (iii) the effect of location and use of Improvements on neighboring building sites; (iv) the intended operations and uses; (v) the relation of the Improvements with the topography; (vi) the grade and finished ground elevation of the building site being improved to that of neighboring building sites; (vii) proper facing of main elevation with respect to nearby streets; and (viii) the conformity of the plans and specifications with the Design Criteria. The ARC shall not arbitrarily or unreasonably withhold its approval of such plans and specifications.

BOOK 207 PAGE 1113

SECTION 3.3 POWERS AND DUTIES. The ARC shall have the following powers and duties:

(A) To recommend, from time to time, to the Board of Directors of the Association modifications and/or amendments to the Design Criteria. Any modification or amendment to the Design Criteria shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed and at which a quorum is present and voting and are approved in writing by the Developer.

(B) To require submission to the ARC of at least three (3) complete sets of all plans and specifications for any Improvement, the construction or placement of which is proposed upon any Lot or Property in W.P. The ARC may also require submission of samples of building materials and colors proposed for use on any Lot or the Property, and may require such additional information as reasonably may be necessary for the ARC to evaluate complete the proposed improvement in accordance with this Declaration and the Design Criteria. Reviews shall be coordinated with any required Township and County approvals or approvals of other governing bodies.

(C) To approve or disapprove any Improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot or the Property in W.P. and to approve or disapprove any exterior additions, changes, modifications, or alterations therein or thereon. All decisions of the ARC shall be submitted in writing to the Board of Directors of the Association, and evidence thereof may, but need not, be made by a certificate, in recordable form, executed under seal by the President or any Vice President of the Association. Any party aggrieved by a decision of the ARC shall have the right to make a written request to the Board of Directors of the Association, within thirty (30) days of such decision, for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be final and dispositive upon all parties.

(D) If any Improvement is changed, modified or altered without prior approval of the ARC, then the Owner shall upon demand cause the Improvements to be restored to comply with the plans and specifications originally approved by the ARC and shall bear all costs and expenses of such restoration, including the costs and reasonable attorney's fees of the ARC.

(E) To adopt a schedule of reasonable fees for processing requests for ARC approval or proposed Improvements. Such fees, if any, shall be payable to the Association in cash, at the time that plans and specifications are submitted to the ARC. In the event such fees, as well as any other costs or expenses of the ARC pursuant to any other provisions of this Article are not paid by the Owner, they shall become a lien of the Association on the Property, pursuant to Article VIII hereof.

(F) To retain professional advisors such as attorneys and architects as may be necessary in the exercise of its powers.

(G) To perform such incidental acts as may be necessary in the exercise of its powers.

SECTION 3.4 LIABILITY. Neither the ARC nor Declarant or their respective successors or assigns shall be liable in damages to anyone submitting plans to them for approval, or to any Owner affected by this Declaration, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval, disapproval or failure to approve any such plans and specifications. Every person who submits plans to the ARC for approval agrees, by submission of such plans and specification, and every Owner or tenant of any of said Building Sites agrees, by acquiring title thereto or an interest therein, that he will not bring any action or suit against the ARC or Declarant to recover any such damages.

SECTION 3.5 LIMITATION OF ACTION. Notwithstanding anything to the contrary herein contained, after the expiration of one (1) year from the date of issuance of a building permit by the appropriate governmental authority for any Improvement or three (3) months after the completion of any Improvement, whichever shall last occur, said Improvement shall, in favor of purchasers and encumbrancers, in good faith and for value, be deemed to be in compliance with all provisions of this Article, unless actual notice of such noncompliance or noncompletion, executed by the Association, shall appear in the Public Records

of Centre County, Pennsylvania, or unless legal proceedings shall have been instituted to enforce compliance or completion.

#### ARTICLE IV

##### REGULATION OF IMPROVEMENTS

**SECTION 4.1 GENERAL.** No Improvement shall be commenced, erected, constructed, altered, or maintained upon any Lot, nor shall any change or alteration thereon or thereof be made, nor any subdivision, plat or replat be made unless and until the plans, specifications and location shall have been submitted to and approved in writing by the ARC as more fully set forth in Article III of this Declaration.

**SECTION 4.2 MINIMUM SETBACK LINES.** No structure of any kind, and no part thereof shall be placed on any site closer to a property line than therein provided, unless specifically approved, in writing, by the ARC.

(A) Setbacks within the PRD will be as shown on the Windmere Park PRD, Master Plan drawings as recorded on February 9, 1988 in Plat Book 38, pages 57, 58 and 59.

(B) Setbacks within the R-O zone will be as defined in College Township Zoning Ordinance.

**SECTION 4.3 DRAINAGE AND WATER RETENTION.** Every Lot and/or individual development within W.P. must conform to the requirements of the site and drainage plan, attached or available from the Developer.

**SECTION 4.4 EXCAVATION AND SITE GRADING.** No excavation shall be made except in connection with construction of an Improvement, and upon completion thereof, exposed openings shall be backfilled, graded and leveled. Site grading shall be subject to the approval of the ARC and shall be in conformance with the Design Criteria.

**SECTION 4.5 SITE FURNITURE.** Site furniture and mechanical equipment visible from a street shall be considered as landscape elements, and all site furniture, including exterior lighting fixtures, shall be subject to the approval of the ARC as elsewhere herein provided, and in conformance with the Design Criteria.

**SECTION 4.6 CURB CUTS.** It is intended that curb cuts be minimized and designed in accordance with the Design Criteria.

**SECTION 4.7 OFF-STREET PARKING.** No parking shall be permitted on any street, lawn, median strip, public walkway, swale, berm or other unpaved area or at any place other than on the paved parking spaces provided for as described herein below. Each Owner and tenant shall be responsible for compliance with the foregoing by his employees and visitors. Off-street parking shall be provided by each Owner and tenant for customers and visitors. The location, number and size of parking spaces shall be in accordance with the Design Criteria, subject to approval by the Architectural Review Committee pursuant to Article III hereof. The minimum standard shall be the total of the following:

(A) One parking space for each 300 sq. ft. of gross floor area used for offices;

(B) Two parking spaces for each residential dwelling unit.

All off-street parking, access drives and loading areas shall be paved and properly graded to assure proper drainage. Proper visual screening, i.e., trees, earth mounding and other landscaping must be provided between any parking lot and any street. Overnight parking of campers, mobile homes, boats, trailers, or motor homes is prohibited unless prior written approval is obtained from the Declarant, his agents or the Association. If parking requirements increase as a result of the change in use or number of employees, additional

BOOK 207 PAGE 1114

BOOK 207 PAGE 1115

off-street parking shall be provided to satisfy the intent of this Article. If governmental zoning requirements ever exceed the above minimum standards, the such zoning requirements shall become the minimum standards.

**SECTION 4.8 LOADING, SERVICE AND OUTSIDE STORAGE.** Each Lot devoted to development shall provide sufficient on-site loading facilities to accommodate site activities. All loading movement, including turnarounds, shall be made off of the public right-of-way. Loading docks shall be located and screened so as to minimize their visibility from any street or other right-of-way. Screening of service areas, loading docks and so forth may consist of any approved combination of earth mounding, landscaping, walls and/or fencing.

**SECTION 4.9 LANDSCAPING.**

(A) All building sites shall be landscaped only in accordance with the Design Criteria and approved in writing by the ARC prior to any development of the Building Site. Such landscaping plan shall include information regarding the type of sodding, the type of seeding, the types of trees, hedges and shrubs and information regarding other customary landscape treatment for the entire site, including fences, walls and screening. All landscaping shall be undertaken, completed and maintained in accordance with such approved plan and said plan may not be altered, amended or revised without submitting the revised landscaping plan for prior written approval by the ARC.

(B) All landscaping required hereunder or otherwise to be provided on any Building Site shall be completed within sixty (60) days after the substantial completion of construction of any buildings to be constructed on the building site; provided, however, if weather conditions do not at such time permit, then such landscaping shall be completed as soon thereafter as weather conditions permit. If any Owner fails to undertake and complete his landscaping with the time limit previously set forth herein, the Declarant, his agents or the Association may, at its option, after giving the Owner ten (10) days written notice forwarded to Owner, undertake and complete the landscaping of the building site in accordance with the landscaping plan. If Declarant undertakes and completes such landscaping because of the failure of Owner to complete the same, the costs of such landscaping shall be assessed against the Owner, and if said assessment is not paid within thirty (30) days after written notice of such assessment from Declarant, said assessment will constitute a lien on the Building Site and may be enforced as set forth in Article VIII hereof.

**SECTION 4.10 UTILITY CONNECTIONS.** All utility connections, propane tanks, electrical and telephone connections and installations of wires to buildings shall be designed and installed in accordance with the Design Criteria.

**SECTION 4.11 HEIGHT RESTRICTIONS.** No building or appurtenance including, but not limited to, penthouses, elevators or elevator equipment, stairways, ventilating fans or similar equipment required to operate and maintain any building fire or parapet walls, skylights, tanks, cooling or other towers, wireless radio or television masts, or flagpoles shall exceed any height restrictions by any governing municipal or regulatory agencies and the Design Criteria.

(A) Roofs will be encouraged to have character and flat roofs will be discouraged and permitted only in very special circumstances.

(B) All H.V.A.C. and other equipment shall not be permitted on the roof of any building except if built in and concealed.

**SECTION 4.12 COMPLETION OF CONSTRUCTION.** After commencement of construction of any structure, the Owner shall diligently prosecute the work thereon, to the end that the structure shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof.

**SECTION 4.13 SIGNS.**

(A) All signs which shall be erected shall have the prior written approval of the ARC as to size, color, location and content and be in conformance with the Design Criteria and harmonious to the look of W.P. All signage on a given building or project must be of the same look and family, e.g., all back-lit, all wood routed, all flat mounted, etc. Further, all signs must comply with governing municipal regulatory agencies.

(B) A flat wall sign shall not: (i) protrude more than eighteen (18) inches from the face of the building or protrude above the building, (ii) be nearer than fifteen (15) feet to a walk area; and (iii) exceed the lesser of ten percent (10%) of a wall or fifty (50) square feet.



(C) A single sign shall be permitted on the front of each facility (facing the roadway), stating only the name or identification of the occupant of that facility. A second sign under special circumstances may be permitted only upon the Board's written approval.

(D) All signs on a building shall identify the primary occupant within the building; primary being the occupant having the largest percentage of floor space within the building. All other occupants shall be restricted to signage five (5) square feet, located directly on or adjacent to the entrance of the occupant's space. Signage shall not be an advertising vehicle or a subsidiary or division notification device.

(E) The naming of a building shall be at the discretion of the Developer and may be a common name unrelated to any occupant within such building.

(F) No billboard or outdoor advertising shall be permitted; however, the Declarant and/or developers of the Property may erect a sign or signs identifying, describing or advertising W.P. or any of its available buildings or land. No advertising signs shall be placed by a lessee anywhere on the premises. All realtor signs for lease or sale must conform to the Design Criteria.

(G) Parking of trucks, vans, campers or any other vehicle or movable objects having sides which identify the business with signs, insignias, or logos will not be permitted in the front of the building for any extended period.

(H) During the construction of a building, signs identifying the Owner, architect, general contractor and construction lender shall be permitted subject to a maximum of twenty-five (25) square feet.

SECTION 4.14 EXTERIOR AND INTERIOR LIGHTING. No exterior lighting of any nature shall be installed or operated without the prior written approval of the ARC. Exterior lighting on all building sites shall be limited to signs and security and safety illumination of streets or roadways, parking lots, access drives and walks, building entrances, loading areas and service areas and exterior lighting of overall building surfaces. All interior and exterior lighting must be arranged or shielded so as to avoid excessive glare or reflection onto any portion of any adjacent street or into the path of oncoming vehicles or onto any adjacent property. No flashing, traveling, animated or intermittent lighting shall be visible from the exterior of any building. Pole mounted exterior fixtures shall be limited to a maximum height of thirty (30) feet, or in compliance with the governing municipal and regulatory authorities and the Design Criteria. Exterior lighting on all building sites as set forth above shall be in compliance with all applicable ordinances and the Design Criteria.

#### ARTICLE V

##### MAINTENANCE

SECTION 5.1 MAINTENANCE RESPONSIBILITIES. Owners and Occupants of any Lot or Property in W.P. shall, jointly and severally, have the duty and responsibility, at their sole cost and expense, to keep that part of W.P. so owned or occupied, including buildings, improvements, and grounds in connection therewith, in a well-maintained, safe, clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following:

- (A) Removing promptly all litter, trash, refuse and wastes;
- (B) Mowing of lawn no less often than when the grass is more than five (5) inches high; if the Property is unimproved, weeds must be kept cut below twelve (12) inches;
- (C) Pruning of trees and shrubbery;
- (D) Watering and fertilizing;
- (E) Keeping exterior lighting, signs, and mechanical facilities in working order;
- (F) Keeping lawn and landscaped areas alive, free of weeds and attractive;
- (G) Keeping parking areas, driveways and roads in good repair;
- (H) Complying with all governmental, health, police and fire requirements, statutes and regulations;

BOOK 207 PAGE 1116  
-6-

BOOK 207 PAGE 1117

(I) Striping of parking and driveway areas;

(J) During construction, it shall be the responsibility of each Lot Owner to insure that construction sites are kept free of unsightly accumulations of rubbish and scrap materials, and that construction materials, trailers, shacks and the like are kept in a neat and orderly manner;

(K) Keeping all drainage systems in good repair and working order;

(L) Painting of all exterior painted surfaces shall be done at least every five (5) years, unless a waiver is obtained from the ARC.

SECTION 5.2 ENFORCEMENT. If, in the opinion of the Developer and/or Association, any such Owner or Occupant has failed in any of the foregoing duties or responsibilities, then the Developer and/or Association may give such person written notice of such failure and such person must within ten (10) days after receiving such notice, perform the care and maintenance required. Should any such person fail to fulfill this duty and responsibility within such period, then the Developer and/or Association, through its authorized agents, shall have the right and power to enter onto the premises and perform such care and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person. The Owners and Occupants for which such work is performed shall jointly and severally be liable for the cost of such work and shall promptly reimburse the Developer and/or Association for such cost. If such Owner or Occupant shall fail to reimburse the Developer and/or Association within thirty (30) days after receipt of a statement for such work from the Developer and/or Association, then said indebtedness shall be a debt of all of said persons jointly and severally, and shall constitute a lien against the Lot on which said work was performed. Such lien shall have the same attributes as the lien for assessments and special assessments set forth in Article VIII and the Developer and/or Association shall have identical powers and rights in all respects including, but not limited to, the right of foreclosure.

SECTION 5.3 ACCESS AT REASONABLE HOURS. For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot, Property or the exterior of any Improvements thereon at reasonable hours.

#### ARTICLE VI

##### PROPERTY RIGHTS

SECTION 6.1 OWNERS' EASEMENTS OF ENJOYMENT. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title of portions of the Property, subject to the following:

(A) The right of the Association to take such steps as are reasonably necessary to protect the Common Area against foreclosure;

(B) All provisions of this Declaration, and plat of all or any part or parts of the Property, and the Articles and By-Laws of the Association;

(C) Rules and regulations governing use and enjoyment of the Common Area adopted by the Association; and

(D) Restrictions contained on any and all plats of all or any part of the Common Area or filed separately with respect to all or any part or parts of the Property.

SECTION 6.2 PERMITTED OPERATIONS AND USES. All of the building sites are intended to be used for office, research and development, residential and business of a kindred nature, including accessory or directly related services in compliance with all ordinances of the Township of College and Centre County. Unless otherwise specifically prohibited by the governing municipal and regulatory agencies, the Design Criteria or this Declaration, any operation and use, as described above, will be permitted if it is performed or carried out entirely within a building that is so designed and constructed that the enclosed operations and uses do not cause or produce a nuisance to adjacent sites such as, but not limited to, vibration, sound electromechanical disturbance and radiation, discharge of waste materials, electromagnetic disturbance, radiation, air or water pollution, dust emission of odorous, toxic or non-toxic matter. All excessive lighting is to be shielded and confined within

property lines. Unusual traffic hazards or congestion shall not be permitted. Further, no noxious or offensive service or activity shall be permitted.

SECTION 6.3 DELEGATION OF USE. Subject to such limitations as may be imposed by the By-Laws, each Owner may delegate this right of enjoyment in and to the Common Area and facilities to its tenants and invitees.

#### SECTION 6.4 EASEMENTS.

(A) Easements for installation and maintenance of utilities and drainage facilities are shown on any recorded subdivision plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easement. The easement area of each lot and all improvements therein shall be continuously maintained by the Owner of such lot, except for improvements for maintenance of which a public authority or utility company is responsible.

(B) No improvement of any kind shall be built, erected, or maintained on any such easement, reservation, or right-of-way, and such easements, reservations, and rights-of-way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to Declarant all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights-of-way are reserved.

SECTION 6.5 RIGHT OF ENTRY. The Association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the Owner thereof, to enter any lot or other property subject to this Declaration at any reasonable hour on any day to perform such inspection and/or maintenance as may be authorized herein.

SECTION 6.6 NO PARTITION. There shall be no judicial partition of the Common Area, nor shall Declarant, or any Owner or any other person acquiring any interest in the subdivision or any part thereof, seek judicial partition thereof.

### ARTICLE VII

#### ASSOCIATION

SECTION 7.1 MEMBERSHIP. Every person or entity who is a record fee simple Owner of a lot or property in W.P., including the Developer at all times as long as it owns all or any part of the property subject to this Declaration shall be a member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. When one or more persons or entities holds fee simple title to any part of the property, all such persons or entities shall be members but voting power is limited as provided in the Articles. Membership shall be appurtenant to, and may not be separated from, the ownership of any property.

SECTION 7.2 VOTING. Voting rights in the Association shall be as are set forth in the Articles of the Association.

### ARTICLE VIII

#### MAINTENANCE ASSESSMENTS

SECTION 8.1 CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. Each Owner of any portion of the property, (by acceptance of a deed for such portion of the property, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall be deemed to covenant and agree to pay to the Association any annual assessments or charges, and any special assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon, from the due date at the rate of fifteen percent (15%) per annum and costs of collection thereof (including reasonable attorney's fees), shall be a charge on the lot and shall be continuing lien upon the lot(s) against which each such assessment is made, and shall also be the personal obligation of the Owner. No Owner of a lot may waive or otherwise escape liability for the assessments provided for herein by non-use of the

-8-

BOOK 207 PAGE 1118

BOOK 207 PAGE 1119

Common Area or by abandonment. No portion of any Property which does not constitute a Lot will be liable for any annual or special assessment under this Section.

**SECTION 8.2 PURPOSE OF ASSESSMENTS.** The annual and special assessments levied by the Association shall be used exclusively for the purpose of promoting the health, beauty, safety, security, and welfare of the Owners of W.P. and in particular for the improvements and maintenance of the Common Areas and of any easement in favor of the Association and maintenance and beautification of public rights-of-way if not maintained by a public body, including, but not limited to, the cost of taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of, and undertaken by, the Association.

**SECTION 8.3 ANNUAL ASSESSMENTS.** Except as hereinafter provided, the annual assessment, excluding any special assessment, shall be set by a two-thirds (2/3) vote of the Board of Directors of the Association. The amount of the annual assessment shall be determined by the Board of Directors in accordance with the projected financial needs of the Association. The decision of the Board of Directors of the Association as to such amount shall be final.

**SECTION 8.4 SPECIAL ASSESSMENTS.** In addition to any annual assessments, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement as approved by the Board of Directors of the Association, including the necessary fixtures and personal property related thereto, or to make up the difference between actual operating costs and the annual assessment provided that any such assessment shall have the assent of a majority of the Lot Owners who are voting in person at a meeting duly called for this purpose, written notice of which shall be sent to all Lot Owners at least thirty (30) days in advance and shall set forth the purpose of the meeting.

**SECTION 8.5 UNIFORM RATE OF ASSESSMENT.** All regular and special assessments shall be at a uniform rate of each one-half acre or any portion thereof of non-residential (exclusive of Common Areas) shall be equal to one residential dwelling unit. Exception to Section 8.5 - Owners of Lot No. 1 shall have a maximum number of residential unit assessment of 50 and owners of Lot #1 shall accept full responsibility for the maintenance and care in a condition as expected from all the Common Open Space with W.P. of Common Open Space Lot #7, thereby relieving the Owners' Association of any costs relating to the upkeep of Lot #7.

**SECTION 8.6 DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATE.** The assessments for which provision is herein made shall commence on the date or dates (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement. The due date of any assessment shall be fixed in the resolution authorizing such assessments, and any such assessment shall be payable in advance in monthly, quarterly, semi-annual, or annual installments, as determined by the Board.

**SECTION 8.7 DUTIES OF THE BOARD OF DIRECTORS.** At least thirty (30) days before an assessment due date, the Board of Directors of the Association shall determine the date of commencement and the amount of the assessment against each Lot for each assessment period. In addition, at such time the Board of Directors shall prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall be sent to every Owner subject thereto not later than seven (7) days after fixing the date of commencement. The Association shall upon demand, furnish to any Lot Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid.

**SECTION 8.8 REPAIR ASSESSMENT.** If in the process of construction upon any Lot or other Property or in the making of any Improvement, the Owner, its employees, agents or independent contractors cause damage to any other Lot, Improvement, Common Area, dedicated roads or to any other property owned by someone else within W.P., the Owner shall be responsible for such damage. If the Association, either voluntarily or involuntarily, makes repairs or otherwise cures the damage caused by the Owner, its employees, agents or independent contractor, the Owner shall be obligated to reimburse the Association for all expenses the Association incurred in curing the damage. Such amount shall be treated as a special assessment and the Association shall have all rights and powers as provided in this Article.

**SECTION 8.9 EFFECT OF NON-PAYMENT OF ASSESSMENT: THE LIEN, THE PERSONAL OBLIGATION, REMEDIES OF ASSOCIATION.** The lien of the Association upon a Lot shall be effective from and after recording, in the Public Records of Centre County, Pennsylvania, a claim of lien stating the description of the Lot encumbered thereby, the name of the Owner, the amount and date when due. Such claim of lien include not only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorney's fees, advances to pay taxes and prior encumbrances and interest thereon, but also such claim of lien shall include such additional assessments which accrue from the first non-payment to which the claim of lien relates to the entry of a judgment in favor of the Association with respect to such lien. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record. If the assessment is not paid within thirty (30) days after the delinquency date, which shall be set by the Board of Directors of the Association, the assessment shall bear interest from the date due at the rate of fifteen percent (15%) per annum, and the Association may at any time there after bring an action to foreclose the lien against the Lot(s) in like manner as a foreclosure of a mortgage on real property, and/or a suit on the personal obligation against the Owner(s), and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action including a reasonable attorney's fee, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the cost of the action.

**SECTION 8.10 SUBORDINATION TO LIEN OF MORTGAGES.** The lien of the assessments for which provision is herein; made, as well as in any other Article of this Declaration, shall be subordinate to the lien of any first mortgage to a federal or state chartered bank, life insurance company, federal or state savings and loan association, real estate investment trust, retirement fund or institutional mortgage company. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure of such mortgage. No sale or the transfer shall relieve any Lot from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessment. The written opinion of either the Developer or the Association that the lien is subordinate to a mortgage shall be dispositive of any questions of subordination.

**SECTION 8.11 EXEMPT PROPERTY.** The Board of Directors shall have the right to exempt any Lot subject to this Declaration from the assessments, charge and lien created herein provided that such part of the Property exempted is used (and as long as it is used) for any of the following purposes:

- (A) As an easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- (B) As Common Area as defined in Section 2.3 hereof; and
- (C) As Property exempted from ad valorem taxation by the laws of the State of Pennsylvania, to the extent agreed to by the Association.

Notwithstanding any provisions herein, no Lot devoted to research, office part or related use shall be exempt from said assessment, charges or lien.

#### ARTICLE IX

##### REPURCHASE RIGHTS OF DEVELOPER

**SECTION 9.1 RIGHT TO REPURCHASE IF NO CONSTRUCTION.** If, after two (2) years from the date of a sale of any Lot within W.P. any Owner shall not have begun in good faith the construction of an accepted and approved building upon such site, the Developer, at his option, may require the Owner to reconvey the Lot to the Developer, free and clear of all encumbrances except this Declaration. The repurchase price shall be the price paid by the Owner for the Lot, when purchased from the Developer, plus annual compounded interest at the rate of national prime, less any unpaid balances of any liens, mortgages, or encumbrances owed the Developer or the Association. The Developer shall give thirty (30) days written notice of intent to repurchase. In the event the Owner refuses or fails to reconvey the Lot, the Developer may seek specific performance of this covenant by filing an action in a court of competent jurisdiction. The Developer may also recover its court costs and reasonable attorney fees in enforcing this covenant.

BOOK 207 PAGE 1121

**SECTION 9.2 DEVELOPER'S RIGHT OF FIRST REFUSAL ON TRANSFER OF UNIMPROVED LOTS.** In addition to the Developer's rights under Section 9.1, and regardless of the length of time of ownership of the Lot or other Property, no Lot or other Property and no interest therein, upon which a building has not been constructed shall be sold or transferred unless and until the Owner of such Lot or Property to Developer and Developer has waived, in writing, its right to repurchase said Lot or Property. This is to be accomplished in the following manner:

(A) Any Owner intending to make a bona fide sale of his Lot or other Property or any interest therein shall give to the Developer notice of such intention, together with a fully executed copy of the proposed contract of sale (the "Proposed Contract"). Within thirty (30) days of receipt of such notice and information, Developer shall either exercise, or waive exercise of, its right of first refusal. If Developer elects to exercise its right of first refusal, it shall, within thirty (30) days after receipt of such notice and information, deliver to the Owner an agreement to purchase the Lot or Property upon the following terms:

(1) The price to be paid and the terms of payment shall be that stated in the Proposed Contract; and

(2) The sale shall be closed within thirty (30) days after the delivery or making of said agreement to purchase.

If the Developer shall fail to exercise or waive exercise of its right of first refusal within the said thirty (30) days of receipt of the Proposed Contract, Developer's right of first refusal shall be deemed to have been waived and Developer shall furnish a certificate of waiver as herein provided in subsection (B).

(B) If the Developer shall elect to waive its right of first refusal, or shall fail to exercise said right within thirty (30) days of receipt of the Proposed Contract, the Developer's waiver shall be evidenced by a certificate executed by the Developer in recordable form which shall be delivered to the Proposed Contract purchaser and may be recorded by the Owner in the Public Records of Centre County, Pennsylvania.

(C) This Section shall not apply to any transfer to or sale by any national or state bank, life insurance company, federal or state savings and loan association, real estate investment trust, retirement fund or institutional mortgage company which acquires its title as a result of owning a mortgage upon the Lot concerned, and this shall be so whether the title is acquired by deed from the mortgage or its successors in title or through foreclosure proceedings. This Section shall also not apply to any sale by any such institution which so acquires title. Neither shall this Section require the waiver by the Developer as to any transfer of title to a Lot or other Property at a duly advertised public sale with open bidding which is provided by law such as, but not limited to, execution sale, judicial sale or tax sale or any Lot upon which a building has been constructed and for which certificate of occupancy has been issued therefor.

#### ARTICLE X

##### DEVELOPER'S RESERVED RIGHTS TO PROPERTY

**SECTION 10.1 EXTENSION OF COVENANTS AND RESTRICTIONS TO INCLUDE ADDITIONAL PROPERTY.** The Developer may, at any time, make subject to these Protective Covenants and Restrictions other properties now or hereafter owned by the Developer by executing an instrument in writing applying these Covenants and Restrictions to such other properties and by recording the instrument in the Public Records of Centre County, Pennsylvania.

**SECTION 10.2 WITHDRAWAL OF LAND.** Developer may, but shall have no obligation to, withdraw at any time or from time to time portions of the land described in Exhibit A provided only that the withdrawal of lands as aforesaid shall not, without the joinder or consent of a majority of the Members of the Association, materially increase the prorata share of expenses of the Association payable by the Owners remaining subject hereto after such withdrawal. The withdrawal of lands as aforesaid shall be made and evidenced by filing in the Public Records of Centre County, Pennsylvania, a supplementary Declaration with respect to the lands to be withdrawn. Developer reserves the right to so amend and supplement this Declaration without the consent or joinder of the Association or of any Owner and/or mortgagee of land in W.P.

SECTION 10.3 PLATTING AND SUBDIVISION RESTRICTIONS. The Developer shall be entitled at any time and from time to time, to plat and/or re-plat all or any part of the Property, and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portions of the Property.

SECTION 10.4 PUBLIC ROADS -- EASEMENTS. The Developer reserves the right from time to time hereafter to delineate, plat, grant or reserve within the remainder of W.P. not hereby conveyed such public streets, roads, sidewalks, ways and appurtenances thereto, and such easements for drainage and public utilities, as it may deem necessary or desirable for the development of W.P. (and from time to time to change the location of the same) free and clear of these Covenants and Restrictions and to dedicate the same to public use or to grant the same to any governing municipal or regulatory authority, including any appropriate public utility corporations.

#### ARTICLE XI

##### MISCELLANEOUS

SECTION 11.1 TERM. This Declaration, every provision thereof, and every covenant, condition, restriction and reservation contained herein shall continue in full force and effect for a period of thirty (30) days from the date hereof, and shall thereafter be renewed automatically for successive five (5) year periods unless and until terminated as provided in Section 11.2 hereof.

SECTION 11.2 TERMINATION AND MODIFICATION. This Declaration, or any provision hereof, or any covenant, condition or standard contained herein, may be terminated, extended, modified or amended, as to the whole of said property or any portion thereof, with the written consent of the owners of 65% of the Property subject to these Covenants and Restrictions (excluding mortgagees and the holders of other security devices who are not in possession and lessees) based on the number of acreage owned as compared to the total number of acreage subject to these Covenants and Restrictions (excluding the Common Areas); provided, however, that so long as Developer owns at least twenty percent (20%) of the Property subject to these Covenants and Restrictions, no such termination, extension, modification or amendment shall be effective without the written approval of Developer thereto. In addition, any amendment which would affect the surface water management system including the water management portions of the Common Area, must have the prior written approval of College Township. No such termination, extension, modification or amendment shall be effective until a proper instrument in writing has been executed and acknowledged and recorded in the Public Records of Centre County, Pennsylvania. No such termination, extension, modification or amendment shall affect any plans, specifications or use therefor approved by Developer or the ARC under Article III hereof or any improvements theretofore or thereafter made pursuant to such approval.

SECTION 11.3 ASSIGNMENT OF DEVELOPER'S RIGHT AND DUTIES. Any and all of the rights, powers and reservations of the Developer herein contained may be assigned to any person, corporation or association which will assume the duties of the Developer pertaining to the particular rights, powers and reservations assigned, and upon any such person, corporation or association evidencing its consent in writing to accept such assignment and assume such duties, he or it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Developer herein. If at any time the Developer ceases to exist and has not made such an assignment, a successor Developer may be appointed in the same manner as these Covenants and Restrictions may be terminated, extended, modified or amended hereunder. The Developer may from time to time delegate any or all of its rights, powers, discretion and duties hereunder to such agents as it may nominate. It may also permanently assign any or all of its powers and duties (including discretionary powers and duties), obligations, rights, title, easements and estates reserved to it by this Declaration to any one or more corporations, associations or persons who will accept the same. Any such assignment shall be in writing and recorded in the Public Records of Centre County, Pennsylvania, and the assignee shall join therein for the purpose of evidencing its acceptance of the same. Such assignee shall thereupon have the same rights, title, powers, obligations, discretion and duties as are herein reserved to the Developer and the Developer shall automatically be released from such responsibility.

BOOK 207 PAGE 1123

SECTION 11.4 MUTUALITY, RECIPROCITY: RUNS WITH LAND. All covenants, restrictions, conditions and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every Lot and other Property in favor of every other Lot and other Property; shall create reciprocal rights and obligations between all grantees of said Lot and other Property, their heirs, successors, personal representatives and assigns; and, shall, as to the Owner of each Site, his heirs, successors, personal representatives and assigns, operate as covenant running with the land for the benefit of all other Sites.

SECTION 11.5 BENEFITS AND BURDENS. The terms and provisions contained in this Declaration of Protective Covenants and Restrictions shall bind and inure to the benefit of the Declarant, the Owners of all building Sites located within the Property, the Owners of additional Property made subject to his Declaration of Protective Covenants and Restrictions and their respective heirs, successors, personal representatives and assigns.

SECTION 11.6 NOTICES. Any notice required or permitted herein shall be in writing and mailed, postage prepaid by registered or certified mail, return receipt requested and shall be directed as follows: If intended for a Building Site Owner (A) to the address of the building Lot if improved; (B) if the Building lot is not improved, to the address set forth in the purchase contract or purchase contract application; or (C) if none of the foregoing, to the last known address of the Owner. If intended for Declarant, to the address as set forth herein.

SECTION 11.7 SINGULAR AND PLURAL. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

SECTION 11.8 FAILURE TO ENFORCE NOT A WAIVER OF RIGHTS. Any waiver or failure to enforce any provision of these Covenants and Restrictions in a particular situation shall not be deemed a waiver or abandonment of such provision as it may apply in any other situation or to the same or a similar situation at any other location in W.P. or of any other provision of these Covenants. The failure of Developer, Association or any Lot Owner to enforce any Covenant or Restriction herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other Covenant or Restriction.

SECTION 11.9 CONDOMINIUM. No Restriction contained herein shall be construed to limit or prevent a Lot or other Property and the Improvements thereon from being submitted to a plan of condominium ownership and particularly the recordation of a plan of condominium ownership for any Lot or other Property covered hereby shall not be construed as constituting a subdivision of the Lot or other Property.

SECTION 11.10 CONSTRUCTIVE NOTICE AND ACCEPTANCE. Every person who now or hereafter owns or acquires any right title or interest in or to any portion of said Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained in the instrument by which such person acquired an interest in said Property.

SECTION 11.11 NO WAIVER. All of the conditions, covenants, restrictions and reservations contained in this Declaration of Protective Covenants and Restrictions shall be construed together, but if it shall at any time be held that any one of said conditions, covenants, restrictions and reservations, or any part thereof is invalid, or for any reason becomes unenforceable, no other conditions, covenants, restrictions and reservations or any part thereof shall be thereby affected or impaired.

SECTION 11.12 CAPTIONS. The captions, section numbers and article numbers appearing in these Protective Covenants and restrictions are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles of these Protective Covenants and Restrictions nor in any way modify or affect these Protective Covenants and Restrictions.





BOOK 207 PAGE 1125

EXHIBIT A  
Legal Description Attached

EXHIBIT B  
ARTICLES OF INCORPORATION  
OF  
WINDMERE PARK ASSOCIATION, INC.

We, the undersigned, hereby associate ourselves together for the purpose of forming a corporation not for profit and certify as follows:

ARTICLE I.

NAME

The name of this corporation shall be WINDMERE PARK ASSOCIATION, INC. and shall hereinafter be referred to as the "Association."

ARTICLE II.

PURPOSES

The purposes for which the corporation is organized are as follows:

- A. To promote the health, safety and social welfare of the Owners of Property within that area referred to as Windmere Park in the Declaration of Protective Covenants and Restrictions for Windmere Park to be recorded in the Public Records of Centre County, Pennsylvania.
- B. To own and maintain, repair and replace the general and/or Common Areas, lakes, structures, landscaping and other improvements in and/or benefitting Windmere Park for which the obligation to maintain and repair has been delegated and accepted.
- C. To control the specifications, architecture, design, appearance, elevation and location of landscaping around all buildings and improvements of any type, including walls, fences, sewers, drains, disposal systems, or other structures constructed, placed or permitted to remain in Windmere Park, as well as the alteration, improvement, addition and/or change thereto.
- D. To provide such other services the responsibility for which has been or may be accepted by the Association and the capital improvements and equipment related thereto, in Windmere Park.
- E. To provide, purchase, acquire, replace, improve, maintain and/or repair such real property, buildings, structures, landscaping, paving and equipment, both real and personal, related to the health, safety and social welfare of the members of the Association, as the Board of Directors in its discretion determines necessary, appropriate, and/or convenient.
- F. To operate without profit for the sole and exclusive benefit of its members.
- G. To perform all of the functions contemplated of the Association, and undertaken by the Board of Directors of the Association, in the Declaration of Protective Covenants and Restrictions hereinabove described.
- H. To hold funds solely and exclusively for the benefit of the members for purposes set forth in these Articles of Incorporation.
- I. To promulgate and enforce rules, regulations, By-Laws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.
- J. To delegate power or powers where such is deemed in the interest of the Association.
- K. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of interests in, real or personal property, except to the extent restricted hereby; to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation, association or other entity; to do any and all acts necessary or expedient for carrying on any and all of the activities

and pursuing any and all of the objects and purposes set forth in the Articles of Incorporation and not forbidden by the Laws of the State of Pennsylvania.

L. To fix assessments to be levied against the Property to defray expenses and the cost of effectuating the objects and purposes of the Association, and to create reasonable reserves for such expenditures, and to authorize its Board of Directors, in its discretion, to enter into agreements with mortgage companies and other organizations for the collection of such assessments.

M. To charge recipients for services rendered by the Association and the user for use of Association Property when such is deemed appropriate by the Board of Directors of the Association.

N. To pay taxes and other charges, if any, on or against property owned or accepted by the Association.

O. To merge with any other association which may perform similar functions, located within the same general vicinity of the real property subject to the Declaration.

P. In general, to have all powers conferred upon a corporation by the laws of the State of Pennsylvania, except as prohibited herein.

#### ARTICLE III.

##### MEMBERS

Every person or entity who is a record fee simple Owner of a Lot or other Property in Windmere Park, including Rolling Ridge, Inc. (hereinafter referred to as the "Developer") at all times as long as it owns all or any part of the Property subject to this Declaration, shall be a member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation, shall not be a member. When one or more persons or entities holds fee simple title to any part of the Property, all such persons or entities shall be members, but voting power is limited under Article X hereunder. Membership shall be appurtenant to, and may not be separated from, the ownership of any Property.

#### ARTICLE IV.

##### TERM

The Association shall have perpetual existence.

#### ARTICLE V.

##### OFFICERS

The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create. Any two (2) or more offices may be held by the same person except the offices of President and Secretary. Officers shall be elected for one (1) year terms in accordance with the procedures set forth in the By-Laws.

#### ARTICLE VI.

##### BOARD OF DIRECTORS

A. The affairs of the Association shall be managed by a Board of Directors consisting of five (5) Directors. So long as Developer shall have the right to appoint a majority of the Board of Directors, Directors need not be members of the Association and need not be residents of the State of Pennsylvania; thereafter, all Directors shall be members of the Association and residents of the State of Pennsylvania. There shall be two (2) Directors appointed by the Association so long as the Developer has the right to appoint a majority of the Board of Directors. Elections shall be by plurality vote. At the first annual election to the Board of Directors, the term of office of the elected Director receiving the highest plurality of votes shall be established at one (1) year. In addition, the Developer shall select two (2) Directors to serve for terms of two (2) years and one (1) Director to serve for a term of one (1) year.

BOOK 207 PAGE 1127

Thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time, and the term of the director so elected or appointed at each annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the members which elected or appointed them. In no event can a Board member appointed by the Developer be removed except by action of the Developer. Any Director appointed by the Developer shall serve at the pleasure of the Developer, and may be removed from office, and a successor Director may be appointed, at any time by the Developer.

## ARTICLE VII

## BY-LAWS

The By-Laws of the Association shall be adopted by the Board of Directors and may be amended, altered or rescinded by a majority vote of such Board prior to the relinquishment of control of the Board by the Developer. Thereafter, the By-Laws shall be amended, altered or rescinded by a three-fourths (3/4) vote of the members of the Association in the manner provided by the By-Laws.

## ARTICLE VIII

## AMENDMENT

Prior to the relinquishment of control by the Board of Directors by the Developer, this Certificate may be amended by a majority vote of the Board of Directors. Thereafter, amendments may be proposed by any member or director and may be adopted by the affirmative vote of at least sixty percent (60%) of the members of this Association at the annual meeting of members or at a special meeting of members; provided, however, that in either instance, notice of the proposed amendment has been given with notice of the meeting and provided further that such amendment has first been approved by not less than a majority vote of the Board of Directors. No amendment affecting the Developer (as defined in the Declaration of Protective Covenants and Restrictions) shall be effective without the prior written consent of the Developer.

## ARTICLE IX

## VOTING AND ASSESSMENTS

A. Subject to the restrictions and limitations hereinafter set forth, each member shall be entitled to one (1) vote for each one-half acre of non-residential Property in which he holds the interest required for membership, and one (1) vote shall be granted to the owner of each dwelling unit for residential property with the exception of all residents of Lot #1 of the recorded master plan, who shall have a maximum combined vote and assessment of 50 units. When one or more persons holds such interest or interests in any Property, all such persons shall be members, and the vote(s) for such Property shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one-half acre or dwelling unit. The votes for any Property cannot be divided for any issue and must be voted as a whole. Except where otherwise required under the provisions of these Articles, the Declaration of Protective Covenants and Restrictions or By-Law, the affirmative vote of the Owners of a majority of acres and dwelling units present at any meeting of the members duly called and at which a quorum is present, shall be binding upon the members.

B. The Developer shall have the right to appoint a majority of the Board of Directors until the earlier of the following events:

1. The affirmative vote of seventy-five percent (75%) or Owners other than Developer owning seventy-five percent (75%) or more of Windmere Park (including Property owned by Developer) that Developer relinquish such right; or
2. Upon the sale of the last parcel of Property of Windmere Park held for sale by Developer.

C. The Association will obtain funds which to operate by assessment of its members owning Lots and dwelling units in accordance with the provisions of the Declaration of Protective Covenants and Restrictions, as supplemented by the provisions of the Articles and By-Laws of the Association relating thereto.

## ARTICLE X.

## INDEMNIFICATION OF OFFICERS AND DIRECTORS

A. The Association hereby indemnifies any Director or officer made a party of threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

1. Whether civil, criminal, administrative, or investigative, other than one or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity of Director or officer of the Association, or in his capacity as Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorney's fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such actions was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful.

2. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association. Such person shall not be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his duty to the Association unless, and only to the extent that, the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

B. The Board of Directors shall determine whether amounts for which a Director or officer seeks indemnification were properly incurred and whether such Director or officer acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

C. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

BOOK 207 PAGE 1129

## ARTICLE XI.

## TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

- A. No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are Directors or officers, have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No Director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.
- B. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

## ARTICLE XII.

## DISSOLUTION OF THE ASSOCIATION

- A. Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

1. That portion of the Common Area which constitutes a surface water management system shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization, to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the Association. No such disposition of Association properties shall be effective to divert or diminish any right or title of any member vested in him under the recorder covenants and deeds applicable to unless made in accordance with the provisions of such covenants and deeds.
2. The remaining real property contributed to the Association without the receipt of other than nominal consideration by Developer (or its predecessor in interest), shall be returned to Developer unless it refuses to accept the conveyance (in whole or in part).
3. Remaining assets shall be distributed among the members, subject to the limitations set forth below, as tenants in common, each member's share of the assets to be determined in accordance with its voting rights.

- B. The Association may be dissolved upon a resolution to that effect being recommended by three-fourths (3/4) of the members of the Board of Directors, and, if such decree be necessary at the time of dissolution, after receipt of an appropriate decree and approved by two-thirds (2/3) of the voting rights of the Association's members.

IN WITNESS WHEREOF, the said subscribers have hereto set their hands and seals this 24 day of February, 1988. Signed, sealed and delivered in the presence of:

ROLLING RIDGE DEVELOPMENT CO., INC.

*Janet D. Plummer**Galen E. Draebelbis*

By: Galen E. Draebelbis

BOOK 207 PAGE 1130

... in the Township of College, County of Centre and Commonwealth of Pennsylvania, bounded and described as follows:

**PARCEL 1:**

**BEGINNING** at a point in the line of lands now or formerly of Donald C. and Joseph C. Meyers, said point is located the following twelve (12) courses and distances from the intersection of the northerly right-of-way line of Route 322 with the southerly terminus of the right-of-way line which connects the northerly right-of-way line of Route 322 with the easterly right-of-way line of Branch Road; (a) S. 74° 51' 58" East, along the northerly right-of-way line of Route 322, 157.00 feet to a point; thence (b) South 15° 08' 02" West still along said northerly right-of-way line of Route 322, 30.00 feet to a point; thence (c) South 74° 51' 58" East still along said northerly right-of-way line of Route 322, 225.00 feet to a point; thence (d) South 16° 27' 02" West still along said northerly right-of-way line of Route 322, 5.00 feet to a point; thence (e) South 73° 32' 58" East still along said northerly right-of-way line of Route 322, 250.00 feet to a point; thence (f) South 16° 27' 02" West, still along said northerly right-of-way line of Route 322, 10.00 feet to a point; thence (g) South 73° 32' 58" East still along said northerly right-of-way line of Route 322, 300.00 feet to a point; thence (h) South 17° 46' 02" West still along said northerly right-of-way line of Route 322, 5.00 feet to a point; thence (i) South 72° 13' 58" East still along said northerly right-of-way line of Route 322, 550.00 feet to a point; thence (j) North 17° 46' 02" East still along said northerly right-of-way line of Route 322, 2.00 feet to a point; thence (k) South 72° 13' 58" East still along said northerly right-of-way line of Route 322, 518.98 feet to a point; thence (l) North 77° 11' 11" East along the line of lands now or formerly of Donald C. and Joseph C. Meyers, 1453.80 feet to a point. Said point is the point of **BEGINNING**; thence

1. North 77° 11' 11" East along the line of lands now or formerly of Donald C. and Joseph C. Meyers, and along the line of lands now or formerly of Robert L. Riddle, 554.99 feet to a point; thence
2. South 85° 50' 46" East along the line of lands now or formerly of Robert L. Riddle, 131.68 feet to a point; thence
3. North 29° 13' 31" West, 1460.33 feet to a point; thence
4. North 61° 44' 22" East, 24.75 feet to a point; thence
5. North 29° 08' 29" West, 257.40 feet to a point; thence
6. South 76° 45' 00" West, 1610.43 feet to a point; thence
7. South 24° 45' 51" East, 981.75 feet to a point; thence
8. South 74° 21' 52" East, 1350.32 feet to the point of beginning.

**PARCEL 11**

**BEGINNING** at a point in the lands now or formerly of Donald C. and Joseph C. Meyers, which point is located the following 12 courses and distances from the intersection of the northerly right-of-way line of Route 322 with the southerly terminus of the right-of-way line which connects the northerly right-of-way line of Route 322 with the easterly right-of-way line of Branch Road; (a) South 74° 51' 58" East, along the northerly right-of-way line of Route 322, 157.00 feet to a point; thence (b) South 15° 08' 02" West still along said northerly right-of-way line of Route 322, 30.00 feet to a point; thence (c) South 74° 51' 58" East still along said northerly right-of-way line of Route 322, 225.00 feet to a point; thence (d) South 16° 27' 02" West still along said northerly right-of-way line of Route 322, 5.00 feet to a point; thence (e) South 73° 32' 58" East still along said northerly right-of-way line of Route 322, 250.00 feet to a point; thence (f) South 16° 27' 02" West, still along said northerly right-of-way line of Route 322, 10.00 feet to a point; thence (g) South 73° 32' 58" East still along said northerly right-of-way line of Route 322, 300.00 feet to a point; thence (h) South 17° 46' 02" West still along said northerly right-of-way line of Route 322, 5.00 feet to a point; thence (i) South 72° 13' 58" East still along said northerly right-of-way line of Route 322, 550.00 feet to a point; thence (j) North 17° 46' 02" East still along said northerly right-of-way line of Route 322, 2.00 feet to a point; thence (k) South 72° 13' 58" East still along said northerly right-of-way line of Route 322, 518.98 feet to a point; thence (l) North 77° 11' 11" East along the line of lands now or formerly of Donald C. and Joseph C. Meyers, 402.69 feet to a point. Said point is the point of beginning; thence

382  
1064

BOOK 207 PAGE 1130 A



1. North 77° 11' 11" East along the said Meyers lands 1051.11 feet to a point; thence
2. North 74° 21' 52" West 1350.32 feet to a point; thence
3. South 24° 45' 51" East 657.52 feet to the point of beginning.

BEING the same premises which were conveyed to the Grantor herein by deed of Lincoln T. Witmer, et al., dated December 5, 1985, and recorded on December 6, 1985 in the Office for the Recording of Deeds in Centre County, Pennsylvania, in Deed Book 438, at Page 330. Thereafter the description for Parcel No. II was corrected by Deed of Correction given by Lincoln T. Witmer, et al., to the Grantor, dated the \_\_\_\_ day of July, 1986, and intended to be recorded herewith.

EXCEPTING AND RESERVING, HOWEVER, THE FOLLOWING:

1. All easements for public utilities.
2. All right-of-ways for streets, roads or easements of ingress or egress of the Commonwealth of Pennsylvania, the Township of College, or any municipal authority.
3. A life estate in the portion of the lands and a right of access over and across the said lands in favor of Lincoln T. Witmer, et al., to provide a right of access, ingress and egress to the "residential parcel" referenced in a certain lease agreement dated April 20, 1973, between Canadian Pacific Housing and Lincoln T. Witmer, for the terms stated in Section 1.03 of the said Lease Agreement as is presently located on the said land.
4. A storm water drainage easement for the drainage, detention and retention of storm waters from other lands of the Grantors abutting the above described Parcel II being located to the west of Parcel II.

All as set forth in Paragraph 19 of an agreement for sale and purchase of the premises, dated December 5, 1982, between Canadian Pacific Housing Company, Seller, and Gailen E. Dreibus, Purchaser, the said agreement being reduced to memorandum, dated December 5, 1985, and recorded on December 12, 1985, in Centre County Miscellaneous Book 185, at Page 882, in the Office for the Recording of Deeds in and for Centre County, Pennsylvania.

AND FURTHER EXCEPTING five lots to be conveyed from the above premises, having a minimum lot area of one-half acre per lot, each having frontage for a distance of at least 125 feet along Scenery Drive, all as set forth in paragraph 25 of the aforesaid Agreement for the sale and purchase of real property.

AND FURTHER UNDER AND SUBJECT to the right of the intended Grantees of the said lots, their heirs, personal representatives or assigns, to succeed to their interest to hookup and connect to utility, water, and sewer lines serving other portions of the within described premises without charge.

This conveyance is made UNDER AND SUBJECT to a restrictive covenant, which covenant shall run with the land, that being that the Grantee herein, its successors and assigns, shall not use the lands herein conveyed, or any portion thereof, for any retail or wholesale sales activity or any commercial banking or consumer lending business, which businesses and/or business activities are, or reasonably may be, situated or conducted in shopping centers or shopping malls. This covenant shall not be construed to prohibit the following: commercial business office use, including businesses involving off-premise sales; commercial banking or commercial lending offices, provided that such offices shall not include customer deposit or withdrawal facilities; insurance offices; and stock brokerage business offices. This covenant shall be deemed to prohibit bank and savings and loan customer deposit, withdrawal and banking services, including, but not limited to automatic teller devices; consumer loan customer facilities; retail and general consumer wholesale sales business; drug stores and pharmacies; and, such other uses and businesses as are customarily conducted in shopping center and shopping mall facilities. It is the intent of this covenant that Seller and Seller's successors in interest and their respective tenants be protected from competing uses of the subject lands which are in close proximity to other lands of Seller which are now, or in the future may be, developed as a shopping center, and, to preserve the integrity of the shopping center.

RESERVING AND EXCEPTING, HOWEVER, unto Grantor a portion of the above described lands being the northeasterly most corner of Parcel No. II herein bounded and described as follows:

BOOK 207 PAGE 1130 B

342-1065



382  
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BEGINNING at a point marking the corner of lands now or late of Robert L. Riddle and lands now or late of J. Ralph Hoff; thence along the said Riddle lands South 85° 50' 46" West, a distance of 131.68 feet to a point; thence continuing along the same South 77° 11' 11" West, 134.00 feet to the easterly boundary of Scenery Drive; thence along Scenery Drive North 25° 03' 34" West, 177.48 feet to a point; thence continuing along the said Scenery Drive by the arc of a curve to the right the angle of the said arc being South 8° 46' 29" West, the radius of the curve being 572.96 feet and the distance of the arc being 385.73 feet to lands now or late of J. Ralph Hoff; thence continuing along the said Hoff lands South 29° 13' 31" East, 582.00 feet to the point of the beginning.

BEING a portion of the lands conveyed to the Grantor herein by deed of Lincoln T. Witmer, et al., dated December 5, 1985, and recorded on December 6, 1985, in Centre County Deed Book 438, at Page 310, and being that portion of those lands lying to the southeast of Scenery Drive.

BEING the same premises which became vested in Rolling Ridge Development Co., Inc., by deed of Canadian Pacific Housing Company, dated July 14, 1986, and recorded in the Office of the Recorder of Deeds of Centre County in Deed Book 444, at Page 246.

~~EXCERPTING herefrom also let 12 of the Windsor Park Subdivision~~

A  
Exhibit .....

BOOK 207 PAGE 1130 C

532

SUPPLEMENTARY DECLARATION OF PROTECTIVE COVENANTS FOR  
WINDMERE PARK

THIS SUPPLEMENTAL DECLARATION made this 11<sup>th</sup> day of May, 1990,  
by ROLLING RIDGE DEVELOPMENT CO., INC., a/d/a ROLLING RIDGE, INC., a  
Pennsylvania corporation (the "Developer"), as an amendment and supplement to  
the Declaration of Protective Covenants for Windmere Park (the "Declaration")  
dated January 30, 1987 and entered and recorded on February 24, 1988 in Book  
207, Page 1108 by the Recorder of Deeds in the public records of Centre County,  
Pennsylvania.

WITNESSETH:

WHEREAS, pursuant to Section 10.2 of the Declaration, the Developer  
may withdraw at any time or from time to time portions of land subject to the  
Covenants and Restrictions; and

WHEREAS, the Developer now desires to convey the real property  
described in Exhibit A hereto (the "Sale Property") unencumbered to Canadian  
Pacific Realty Company, a Pennsylvania Limited Partnership.

NOW THEREFORE, the Developer declares as follows:

1. Defined Terms. All capitalized terms used but not defined herein  
shall have the meaning ascribed to them in the Declaration.

2. Effect of Conveyance. The Sale Property consists of a lot or  
parcel of vacant, undeveloped land containing approximately 0.6393 acres and  
being the westerly portions of Lot 24 and Lot 25 of the Windmere Park. The said  
Lot Nos. 24 and 25 have previously been replotted to exclude the Sale Property.  
Windmere Park consists of approximately 46.97 acres. Therefore, the Developer  
believes that the Sale Property consists of approximately 1.36% of the total  
acreage of Windmere Park. On account of this and other factors considered by  
the Developer, the Developer has determined that the withdrawal of the Sale

BOOK 525 PAGE 231

BOOK 525 PAGE 232

Property will not materially increase the pro rata share of expenses of the Association payable by the owners remaining subject to the Declaration after the withdrawal of the Sale Property.

3. Withdrawal of Sale Property. Pursuant to Section 10.2 of the Declaration, the Developer hereby withdraws the Sale Property, described in Exhibit "A" attached hereto and by reference made a part hereof, from Windmere Park and releases the Sale Property from all of the conditions, covenants, restrictions and reservations and other terms of the Declaration. All other terms and conditions of the Declaration shall not be altered by this Supplemental Declaration and shall remain in full effect.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed as required by law on the day and year first above written.

ATTEST:

Robert L. Daly MD  
Secretary

ROLLING RIDGE DEVELOPMENT, CO, INC.

By: Galen E. Dreibeis  
Galen E. Dreibeis, President

(Seal)

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CENTRE

} SS:

On this, the 10<sup>th</sup> day of May, 1990, before me, a Notary Public, personally appeared Galen E. Dreibelbis, who acknowledged himself to be the President of ROLLING RIDGE DEVELOPMENT, CO., INC. a corporation and that he as such President, being authorized to do so, executed the foregoing Supplementary Declaration of Protective Covenants for Windmere Park for the purposes therein contained by signing the name of the corporation by himself as President.

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

*Janet T. Fleming*  
Notary Public

NOTARIAL SEAL  
JANET T. FLEMING, NOTARY PUBLIC  
PERCUSENT COUNTY, CENTRE COUNTY, PA  
MY COMMISSION EXPIRES MARCH 28, 1991

Recorded in the office for the recording  
of Deeds, etc in and for Centre County  
In Book No. 525 at page 231  
11... day of May... A. D. 19 90  
Witness my hand and seal of office

*Theresa R. Pitzer*  
Recorder

ENTERED 7:00:00  
90 MAY 11 PM 3 51  
RECORDED  
CENTRE COUNTY  
PA

-3-

BOOK 525 PAGE 233

## EXHIBIT A.

BOOK 525 PAGE 234

## METES AND BOUNDS DESCRIPTION

All that certain lot of parcel of land situated in College Township, Centre County, Pennsylvania, and more particularly described as follows:

BEGINNING at a point along the northerly side line of U.S. Route 322 from its intersection with the easterly sideline of Rolling Ridge Drive; thence (a) Along said northerly sideline of U.S. Route 322 south 81 degrees 49 minutes 30 seconds east 188.58 feet to a point; thence (b) Along a line north 8 degrees 10 minutes 30 seconds east 2.00 feet to a point; thence (c) Along the northerly sideline of U.S. Route 322 south 81 degrees 49 minutes 30 seconds east 548.46 feet to the true POINT AND PLACE OF BEGINNING; thence

- (1) Along a line north 68 degrees 10 minutes 34 seconds east 56.86 feet to a point; thence
- (2) North 7 degrees 27 minutes 31 seconds east 191.71 feet to a point; thence
- (3) Along a line north 20 degrees 48 minutes 4 seconds west 180.87 feet to a point; thence
- (4) Along a line north 28 degrees 29 minutes 59 seconds west 373.24 feet to a point; thence
- (5) Along a line south 20 degrees 48 minutes 4 seconds east 538.33 feet to a point; thence
- (6) Along a line south 7 degrees 5 minutes 39 seconds east 208.5 feet to the POINT AND PLACE OF BEGINNING.