

Record Book 636
page 956
6/18/92

DECLARATION OF CONDOMINIUM

FOR

WEAVER STREET TOWNHOMES,

A Condominium

THIS DECLARATION made on the date hereinafter set forth
by

FRANK W. WARESAC and MARGERY A. WARESAC, his wife,
and DAVID L. FREY and LEAH J. FREY, his wife
(Declarants)

WITNESSETH

WHEREAS, Declarants are the owners of certain property known as Weaver Street Townhomes, located in Patton Township, Centre County, Pennsylvania, recorded in Plat Book 44, Page 193-194, in the Recorder's Office, Centre County, Pennsylvania, which is more particularly described in Article II, Section 2, herein and which Declarants desire be of condominium use and ownership.

NOW, THEREFORE, Declarants hereby declare that it is the express purpose, desire and intention of the Declarants to submit and the Declarants hereby do submit said property, including the improvements thereon, to the provisions of the Pennsylvania Uniform Condominium Act (68 Pa. C.S. 3101, et seq.), and as may be amended from time to time (hereinafter called the "Act") for the specific purpose of creating and establishing a Condominium, and accordingly said property shall be used, held, sold and conveyed subject to (i) the provisions of the aforesaid Act, (ii) the provisions of this Declaration, (iii) attachments to the Declaration, (iv) the Bylaws, and subject also to: (v) such Rules and Regulations as the Condominium Executive Board may

successors, administrators and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

The following terms shall have the meanings herein ascribed to them, unless the context clearly indicates otherwise:

Section 1. "Building" means one (1) building with six (6) unit dwelling structures, as well as improvements comprising a part thereof, as are the subject hereof, and which has been constructed on the property.

Section 2. "Bylaws" mean those so designated under the Act, and as pertain to the subject property of this Declaration, and includes such amendments thereof as may be adopted from time to time, all of the same being deemed to be a part hereof as if attached hereto.

Section 3. "Common Elements" or "Common Areas" means and includes: (a) the land on which the building is located and those portions of the building as are not included in any Unit; (b) the yards; (c) systems as comprise all central services and utilities; (d) all apparatus and installations existing for common use; (e) all other elements of each building necessary or convenient to its existence, management, operation, maintenance and safety, and normally in common use; and (f) such areas and facilities as are so designated on the Declaration Plan; but does not include such, or such parts, or features of the foregoing as are of entirely private use within a Unit.

Section 4. "Limited Common Elements" or "Limited Common Areas" means all those areas designated in this Declaration or the Declaration Plan or by resolution of the Board

replacement of the Common Elements; (b) expenses agreed upon as common by all the Unit Owners; (c) expenses declared common by the provisions of the Act, or by this Declaration of the Bylaws; and (d) expenses duly declared common by the Council pursuant to the provisions of this Declaration or of the Bylaws; and as provided under any amendments made to said Act or instruments.

Section 6. "Executive Board" as provided by said Act, means a group of natural individuals of the number stated in the Bylaws who are residents of Pennsylvania, who may or may not be Unit Owners, and who shall manage the business, operations and affairs of the Property on behalf of the Unit Owners and in compliance with the Act.

Section 7. "Declaration" means this instrument by which the Property is submitted to the provisions of the Act, and any amendments hereto.

Section 8. "Declaration Plan" means a professionally prepared plan of the property under Section 3210 of the Act. Said plan is recorded or to be recorded, and a copy thereof is available for inspection at the office of Declarants.

Section 9. A "Condominium" or "Association" means all of the Unit Owners in the building, bound individually and as a group pursuant to this Declaration and to the Bylaws.

Section 10. "Majority" or "Majority of the Unit Owners" means the owners of more than fifty percent (50%) in the aggregate of ownership in the Common Elements, tabulated according to votes so based and assigned in Article III, Section 4.

Section 11. "Person" means a natural individual, corporation, partnership, association, trustee or legal entity.

Section 13. "Recorded" means that an instrument has been duly entered of record in the Office of the Recorder of Deeds of Centre County, Pennsylvania.

Section 14. "Recorder" means the Recorder of Deeds of Centre County, Pennsylvania.

Section 15. "Revocation" means an instrument signed by all of the Unit Owners and by all holders of liens against the Units by which the property is removed from the provisions of the Act.

Section 16. "Unit" means a residence component as a part of a building designed and intended for independent private use, and designated as a Unit by the Declaration Plan, and the same shall include its assigned proportionate undivided interest in the Common Elements, and shall include also all of the rights, privileges, immunities, and obligation attaching thereto as is provided and referred to herein.

Section 17. "Unit Designation" means the number thereof used for designating each Unit in the Declaration Plan.

Section 18. "Unit Owners" means the person or persons owning a Unit by deed as provided in said Act.

ARTICLE II

Name and Description

Section 1. Identification of Units. The name by which the Property will be known is Weaver Street Townhomes. The name under which the business operation and affairs of the Property and Unit Owners shall be managed on behalf of the Unit Owners is Weaver Street Townhomes, a collectivity of Unit Owners under the Pennsylvania Uniform Condominium Act.

Section 2 Description of Property The property

ARTICLE III

Units and Common Elements

Section 1. Identification of Units. The Property consists of Units and Common Elements shown on the Declaration Plan professionally verified in accordance with Section 3210 of the Act. Each Unit is identified on the Declaration Plan by the Unit Designation assigned to each Unit. The Declaration Plan is or is to be recorded in the Office of Recorder concurrently with the recordation hereof. For any and all purposes, each Unit may be identified and shall be deemed fully and accurately described solely by reference to the number designed on the Declaration Plan.

Section 2. Description of Units. Each Unit is intended for independent residence use and consists of the following portions of a building:

1. Interior portion enclosed within walls, ceilings, and floors including all interior walls, floors, and ceilings and their coverings;
2. All doors, windows, grills, and vents together with all their hardware and their appurtenances and accessories;
3. All appliances, fixtures, electrical switches, and receptacles, internal wiring common to the unit, tubs, faucets, hot and cold water systems, heating system, water closets, tubs, showers, sinks, cabinets, meters, and similar accessories;
4. All that undivided proportionate interest in the Common Elements assigned to it.

The following portions of the buildings are not included in the above.

1. All items of service, use or benefit to more than one unit.

Section 3. Description of Common Elements. The Common Elements are as defined above and consist of all parts and

Section 4. Interest in Common Elements. Each Unit Owner shall own an undivided interest in the Common Elements. Such ownership runs with title to each Unit and may not be separated therefrom; provided, however, that the proportionate undivided interest in the Common Elements (expressed as a percentage) may be altered by the recording of an amendment to this Declaration, duly executed by all Unit Owners affected thereby. The total of all such undivided interests shall be 100 percent in the aggregate. The individual unit percentages are set forth in Exhibit B.

Section 5. Special Uses. Certain parts or portions of the Common Elements may be specially assigned in writing by the Board for use by particular Unit Owners, and such written assignments shall be reasonably made with consideration for such assignees as well as for others as may be concerned or affected.

Section 6. Easements:

a. Each Unit Owner shall have an easement in common with all other affected Unit Owners to use all pipes, wires, ducts, cables, conduits, utility lines and other Common Elements serving his Unit and to any extent located in any other Unit, and such easement shall include also having the facility in place, and the servicing, maintaining, and replacing of same, and each Unit shall be subject to like easement in favor of all other affected Unit Owners.

b. The property and all parts thereof is subject to right of way, easements, covenants, restrictions or conditions as may be set forth in proper instruments of record, and to right of way for utilities now or hereafter established or granted by Declarants or by the Board. The property is subject to perpetual

c. Each Unit Owner shall pay for his own water service, or as assessed to each owner by the Association, it being understood and agreed as a condition of this Declaration of Condominium that failure of any individual owner to pay for water service could result in the termination of water services to him or his or all the Condominium units in the Weaver Street Townhomes by the State College Borough Water Authority. It is understood as a condition of this Declaration of Condominium that each individual Unit Owner shall make payment promptly and when due of all charges due the State College Borough Water Authority.

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It is understood that the responsibility and jurisdiction of the State College Borough Water Authority for maintenance ends at the curb stop of the Authority, which shall be located in the public right-of-way adjacent to the private property line of the common elements. The service lines and shut off valves shall be maintained as further specified in this Declaration of Weaver Street Townhomes intended to be recorded in the Office of the Recorder with this Declaration.

It is understood and agreed that all properties are under and subject to an easement in favor of the State College Borough Water Authority in the Common Elements and on each and every lot for the purpose of access to shut off water valves for the purpose of reading, repairing, and replacing water meters on such lots.

ARTICLE IV

Use, Purposes, and Restrictions

The Property, including the Units and the Common Elements, is intended to be used for the following purposes, and their use is hereby restricted as follows:

Section 2. Residential Use. Each Unit is hereby restricted to residential use by the Unit Owner thereof, his tenants, his immediate family, guests and invitees. Each of the Units is intended for independent use and shall be used only as a residence and for the purposes incidental to such uses. The Declarants, however, shall have the right to use any Units owned by it for rental units, models, and for sales and administrative offices.

Section 3. Use with Care. No Unit Owner shall do or permit any act which is illegal or in violation of any law, statute, ordinance, rule, or regulation of any local, state or federal government or government agency having jurisdiction. No Unit Owner shall do or permit any act which would jeopardize the soundness or safety of the Property, or of any part of it, or impair any easement or appurtenance or any rights of others, without the unanimous consent of the Unit Owners affected thereby.

Section 4. Leasing. A Unit may be rented for residential purposes by the owner thereof under a lease for a term of at least one month, providing that the lease is made subject to all provisions as affect the Unit Owner to the end that the tenant shall be bound at least as is the Unit Owner with reference to possession, use and occupancy, and in all ways pertaining thereto.

Section 5. No one may permit or suffer anything to be done or kept upon the Property which will increase the rate of insurance on the Property or in the contents thereof, or which will obstruct or interfere with the rights of others or annoy them by unreasonable noises or otherwise, and no one may commit

accordance with the rules and regulations established by the Executive Board. No member may paint, decorate, or otherwise alter or modify in any way the outside of his Unit, or install outside of his Unit any canopy awning, covering, radio or television antenna, or structure or addition of any kind whatsoever without the prior written consent of the Executive Board.

Section 7. Trash, garbage, and other waste shall be kept only in sanitary containers and shall be disposed of in such manner as may be prescribed from time to time in rules and regulations established by the Executive Board. No articles or personal property belonging to any Unit Owner shall be stored in any portion of the Common Elements without prior written consent of the Executive Board.

Section 8. No one may overload the electrical wiring in the building or operate any machinery, appliance, accessories, or equipment in such a manner as to cause, in the judgment of the Executive Board, any unreasonable disturbance, felt, seen or heard, or make any alterations.

Section 9. Uses and Structures. No Unit or any part thereof shall be used for any purpose except as set forth in Section 1 herein, nor shall any business of any kind be conducted therein. No motor vehicle other than a private passenger type shall be stored or parked in the parking area or parked on the Property. No Unit Owner shall have any additional motor vehicles on the premises for purposes of service or hobby such as tearing down or putting together motor vehicles other than changing the oil and washing of the same. There shall be no storing of any old or junked or hobby type car on the premises. No business or

constructed for use of Unit Owners by the Declarants or the Executive Board.

Section 10. Signs. No sign of any kind shall be displayed to the public view on or in any Unit except one temporary sign of not more than three square feet, advertising the Property for sale or rent. No such sign shall be illuminated.

Section 11. Animals. No animals, livestock or poultry or dogs of any kind shall be raised, bred or kept in any Unit on the Property except that cats, or other domesticated household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and provided that no more than two (2) pets in the aggregate may be kept in such Unit, and said pets must be housed indoors, and conform to all local ordinances and regulations. All animal feces shall be removed from the Unit or common elements by the pet owner, immediately.

Section 12. Nuisances. No noxious or offensive activity shall be carried on in any Unit, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. The decision as to whether any activity is noxious or offensive shall be decided exclusively by the Executive Board in such manner as it may elect to make such decision.

Section 13. Mailboxes. Mailboxes shall be retained as the same now are, or as designated by the Executive Board from time to time in the future. No Unit Owner shall keep or maintain a distinctive or different mailbox than as set forth herein.

Section 14. Clotheslines. No outdoor clotheslines ; (except in enclosed patio areas).

including provisions for reasonably limiting or suspending certain rights and/or privileges as it deems appropriate; and may alter such rules and regulations as from time to time it may determine.

Section 17. Violation of any rule or regulation of the Executive Board and/or of any provision of the Declaration and/or hereof shall give the Executive Board or any representative acting in its behalf in addition to any other rights, the rights also:

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

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

(c) To levy as an assessment or charge as a Common Expense against any Unit Owner an amount equal to damages so sustained plus costs of suit and reasonable attorneys' fees by virtue of such Unit Owners committing and/or permitting such violation upon finding thereof by the Executive Board.

Section 18. The Executive Board shall maintain, repair and replace all common elements, wherever situate, except that in the event such maintenance, repair or replacement was caused by negligence or misuse of a Unit Owner, or of any other occupant of his Unit, such expense shall be charged to such Unit Owner. Each Unit Owner shall maintain, repair and replace, at his own

Section 19. Use of Common Elements. The Common Elements or Common Areas may be used by all Unit Owners and/or tenants, their families, guests, and invitees, subject to the Bylaws and such rules and regulations as may be established by the Board. Each Unit Owner may use the Common Elements in accordance with the purposes for which the Common Elements are intended without hindering or encroaching upon the lawful rights of other Unit Owners, and subject to the provisions hereof, the Bylaws and the Rules of the Board.

Section 20. Access to Public Roads. Under no circumstances shall any Unit Owner's right of ingress or egress to and from any public area, public roads, or over Common Areas and lands be impaired where the same has been designated for such use.

ARTICLE V

Common Expenses

Section 1. Condominium Expenses. The Declarants, for each Unit owned, hereby covenants with, and each subsequent Unit Owner(s) by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is conclusively deemed to covenant and agree to pay to the Board or its designee, as representative of Weaver Street Townhomes, such assessments and/or charges as may be levied by the Board to cover the reasonable share of Common Expenses incurred in maintaining, improving and managing Weaver Street Townhomes. Such assessment and/or charges shall run with the land and shall be a continuing lien upon each Unit until paid. Such assessments and/or charges may be enforced in any court of law or equity having jurisdiction thereof as provided for herein shall be subordinate to the lien

Units as are so affected, and the same shall be subject to the foregoing provisions of Section 1, hereof, like any other assessment. The provisions hereof shall be applicable under Article VII, Section 1 (e) below.

ARTICLE VI

Encroachments

If any portion of a Unit or Common Element encroaches upon another Unit, a valid easement for the encroachment and the maintenance of same, so long as it stands, shall and does exist. In the event a building is partially or totally destroyed and then rebuilt, encroachments aforesaid may continue as a part of any restoration.

ARTICLE VII

Easements

Section 1. Unit Owners and Executive Board. (a)

Each Unit Owner, as needed, shall have an easement in common with all other affected Unit Owners to have, use and repair, or to have repaired or replaced, as necessary, all pipes, wires, ducts, cable, public utility lines and other elements in any way located in any Unit or forming any part of the Common Elements. (b) The Executive Board shall have the right to reasonable access to each Unit to inspect the same, and to provide for removal of violations therefrom and generally to the extent set forth under the Bylaws, and to provide for service, maintenance, repair or replacement of Common Elements as necessary; and to service, maintain, repair, and replace such other equipment or elements as may be the responsibility of the Executive Board. (c) All repair work contemplated by this Article shall be performed solely

Owner and each mortgagee, lessee, occupant, or other person having any interest in any Unit or in Common elements. (e) Assessments, as special assessments under Article V, Section 2, above, shall be made by the Board after it determines that one or more Unit Owners are responsible for the problem or problems which necessitated the work performed.

ARTICLE VIII

Executive Board and Voting

Section 1. Unit Owners Association. A Unit Owners Association shall be organized contemporaneously herewith. Membership in the Association shall consist exclusively of all the Unit Owners.

Section 2. Powers of Unit Owners Association. The Association hereinabove described shall have all powers as set forth in Section 3302 of the Act.

Section 3. Executive Board Members and Officers. The Association shall elect an Executive Board who may act in all instances on behalf of the Association. The names of the first members of the Executive Board are Frank W. Waresak, David L. Frey, and Margery A. Waresak. The aforesaid first members shall serve until their successors have been elected by the Association pursuant to Bylaws and after deeds have been recorded placing title to at least sixty-six and two-thirds percent (66-2/3%) of the Units in the names of owners other than the Declarants, or July 1, 1993, whichever occurs first.

Not later than sixty (60) days after conveyance of sixty-six and two-thirds percent (66-2/3%) of the Units to Unit Owners, or July 1, 1993 whichever should first occur, not less than two-thirds (2/3) of the members of the Executive Board shall

terminates and thereupon transfers and inures to the new Unit Owners, each Unit Owner shall be entitled to the same number of votes as are assigned to his Unit hereunder and under any amendments hereto. All meetings of the Unit Owners shall take place in accordance with the Association Bylaws.

ARTICLE IX

Separate Mortgages, Taxes, Utility Charges

Section 1. Mortgages. Each Unit Owner shall have the right to mortgage or encumber only his own designated Unit together with only his proportionate undivided share in the Common Elements, and he shall have no right, power, or authority to in any way encumber or affect the title to any other part of or interest in the property.

Section 2. Taxes. It is understood that real estate taxes are to be separately taxed to each Unit Owner for his Unit. Taxes on the undivided percentage of ownership in the Common Elements will be paid by the Association through monthly condo fees.

Section 3. Utilities. Each Unit Owner shall pay for his own telephone, electricity, and/or other utilities which are separately metered or billed to each user by the appropriate utility company. Utilities not separately metered or billed may be treated as part of the Common Expenses or in the event the said utility services are supplied to some Units but less than all Units, then the Board may reasonably pro-rate these charges over the Units using such services, and require such Unit Owner to pay his pro-rata share of such charges, which shall become a charge or lien against the Unit, enforceable under Article V, Section 2, above. The decision of the Board to pro-rate, and its

ARTICLE X

Insurance

Section 1. Coverage. The executive Board shall obtain and maintain, on behalf of and for the benefit of the Unit Owners, insurance coverage as set forth in Sections 2 through 6 hereof. All insurance affecting the property shall be governed by the provisions of this Section.

Section 2. Physical Damage. All buildings and improvements and all of the personal property owned in common shall be insured, for the benefit of the Board, the Unit Owners and mortgagees of Units, against risks of physical damage as follows:

a. Amounts. As to real property, for an amount equal to its full insurable replacement cost; as to personal property, for an amount equal to its actual cash value. Prior to obtaining any insurance on real property under this section, and at least annually thereafter, the Board shall obtain an appraisal from a qualified appraiser, primarily engaged in preparing estimates of insurable value, acceptable to the insurance carrier or the carriers, writing the Board's policies for the purpose of determining the replacement cost of such real estate property and actual cash value of personal property.

b. Risks Insured Against. The insurance shall afford protection against loss or damage by reason of:

- i) Fire and other hazards covered by broad form for extended coverage;
- ii) Vandalism and malicious mischief;
- iii) Such other risks of physical damage as from time to time may be customarily covered with respect to buildings and improvements similar in construction, location, and use as those on the Property;

- ii) That the insurance shall not be affected or diminished by reason of any other insurance carried by any Unit Owner or mortgagee of a Unit;
- iii) That the insured shall not be affected or diminished by any act or neglect of any Unit Owner or any occupants or owners of any improvements when such act or neglect is not within the control of the Board;
- iv) That the insurance shall not be affected or diminished by failure of any Unit Owner of any occupants or owners of any improvements to comply with any warranty or condition when such failure to comply is not within the control of the Board;
- v) That the insurance may not be canceled or substantially modified (except for the addition of property or increases in amount of coverage) without at least thirty (30) days prior written notice to the named insured, and to all mortgagees of Units;
- vi) Provisions for indemnification of mortgagees of Units and for the allocation of their several interest to specific Units;
- vii) The standard mortgagee clause, except that any loss otherwise payable to named mortgagees shall be payable in the manner set forth in Subsection c. or Section 11, hereof;
- viii) Adjustment of loss shall be made with the Board as the exclusive authority for the insured;
- ix) Proceeds for losses under \$10,000.00 shall be paid to the Board and proceeds for losses over \$10,000.00 shall be payable to the Trustee (see Section 11, below);
- x) The named insured shall be the Board;
- xi) All policies shall be written with a company licensed to do business in the Commonwealth of Pennsylvania;
- xii) The insurance policies to the Board on behalf of the Unit Owners and covering the Condominium Property cannot be canceled, invalidated or suspended on account of the conduct of any one of the Unit Owners without at least ten (10) days prior written notice to each Unit Owner and all holders of any mortgages permitted hereunder; and
- xiii) That all policies covering the Condominium Property cannot be canceled, invalidated, or suspended on account of the conduct of any officer or employee of the Board or any Owner without

Officers, the Manager (at the discretion of the Board), and each Unit Owner for claims arising out of or in connection with the ownership, operation, or maintenance of any of the Property, excluding however, Unit Owner liability coverage for claims arising in connection with that portion of the Property used and occupied exclusively by a particular Unit Owner. Such comprehensive general liability insurance shall also cover, to the extent such insurance is available, cross liability claims of one insured against the other. The Board shall review the insurance policy limits once a year.

Section 4. Directors and Officers Liability Insurance. To the extent available the Board may obtain and maintain a comprehensive general liability insurance policy in such limits as the Board may from time to time determine or in such limits as may be available, insuring the Board members, the Officers, the Manager (at the discretion of the Board), for claims arising out of or in connection with the management, operation or maintenance of any of the Property, such policy shall insure the Board members and Officers against any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith.

Section 5. Workers' Compensation Insurance. The Board shall obtain and maintain Workers' Compensation Insurance, if necessary, to meet the requirements of the laws of the Commonwealth of Pennsylvania.

Section 6. Other Insurance. The Board is authorized to obtain and maintain such other insurance or bonds as it shall determine from time to time to be desirable.

Section 7. Insurance by Unit Owners. Unit Owners

diminished by reason of any such additional insurance coverage by any Unit Owner. In no event, however, shall the insurance coverage obtained and maintained by the Board hereunder be brought into contribution with insurance purchased by individual Unit Owners of their mortgagees.

Section 8. Filing of Individual Policies. Each Unit Owner shall file any individual policies of insurance (excluding policies restricted to personal property) with the Board within thirty (30) days after purchase thereof. The Board shall maintain the file thereof.

Section 9. Premiums. Premiums upon insurance policies purchased by the Board shall be paid as a Common Expense.

Section 10. Trustee. All insurance policies purchased by the Board shall be for the benefit of the Board, the Unit Owners and their mortgagees, as their interests may appear, and shall provide that all proceeds covering property losses under \$10,000.00 shall be payable to the Board and all proceeds covering losses in excess of that amount shall be paid to a bank with trust powers, insured by an agency of the United States, or to such other person or entity as is acceptable to the Board, and the insurance carrier, which trustee is herein referred to as the "Trustee." The Trustee shall not be liable for payment of premiums, nor for the renewal or the sufficiency of the policies, nor for the failure to collect any insurance proceeds. The duty of the Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Board, the Unit Owners and their mortgagees in the following shares:

- i) When a building is to be restored--for the Owners of damaged units in proportion to the cost of repairing the damage suffered by each Unit Owner, which cost shall be determined by the Board. (Damage suffered by a Unit Owner shall not be deemed to include damage to any items specifically excluded from insurance coverage.)
- ii) When a building is not to be restored--an individual share for each Unit Owner, such share being the same proportion as the Unit's percentage of ownership of undivided interests as set forth in the Declaration, bears to the total percentage of ownership of the units not to be restored.

c. Mortgagees. In the event a mortgagee endorsement has been issued, with respect to a particular unit, the share of the Unit Owners shall be held in trust for the mortgagee and the Unit Owner as their interest may appear; provided, however, that no mortgagee shall have the right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.

Section 11. Distribution of the Insurance Proceeds by Trustee. Proceeds of insurance policies received by the Trustee shall be distributed to or for the benefit of beneficial owners in the following manner:

a. Expense of the Trust. All expenses of the Trustee shall be first paid or provisions made therefore.

b. Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof of consummating the full repair or reconstruction of the property to a condition substantially similar to that which existed immediately prior to the damage. Each Unit Owner shall personally assume the additional expenses of any improvements

reconstruction shall be accomplished by the Association as a common expense, in proportion to the undivided percentage interests in the common elements. Unit Owners may apply the proceeds from any individual insurance policies that may have been obtained to the share of such common expense as may be assessed against them.

d. No Reconstruction or Repair. The damage shall not be repaired or reconstructed if the condominium is terminated or if eighty percent (80%) of the Unit Owners vote not to rebuild. If the Unit Owners so vote not to rebuild, the insurance proceeds shall be distributed to all the Unit Owners and lien holders, as their interests may appear, in proportion to their common element interests. If the condominium is terminated, then the proceeds shall be distributed as set forth in the Uniform Condominium Act.

ARTICLE XI

Maintenance and Alterations

Section 1. Each Unit Owner shall furnish and be responsible for, at its own expense, all of the maintenance, repairs and replacements within the Unit Owners' units. No alterations of any of the Common Elements, or any additions or improvements thereto, shall be made by any Unit Owner without the prior written approval of the Executive Board.

ARTICLE XII

Unit Subject to Declaration

Section 1. Bylaws, Rules, and Regulations. All present and future Unit Owners, tenants, mortgagees, and occupants of units shall be subject to and shall comply with the provisions of this Declaration, with those of the Bylaws, and

Unit Owner, tenant, occupant, or mortgagee; and that all such provisions of the aforementioned instruments shall be deemed and taken to be covenants running with the land and shall bind every person at any time having any interest or estate in such Unit as though all such provisions were set forth in full, in each and every deed, or inheritance, or lease, or any other relevant documents.

ARTICLE XIII

Liability and indemnification

Section 1. Liability of Members of the Executive Board and Officers. The members of the Executive Board and the officers and any assistant officers:

a. Shall not be liable to the Unit Owners as a result of their activities as such for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or gross negligence;

b. Shall have no personal liability in contract to a Unit Owner or any other person or under any agreement, instrument, or transaction entered into by them on behalf of the Executive Board or Unit Owners in their capacity as such;

c. Shall have no personal liability in tort to a Unit Owner or any other person or entity direct or imputed, by virtue of acts performed by them, except for their own willful misconduct or gross negligence, or acts performed for the, in their capacity as such; and

d. Shall have no personal liability arising out of the use, misuse or condition of the property, or which might in any other way be assessed against or imputed to them as a result or by virtue of their capacity as such.

whether civil, criminal, administrative or investigative, instituted by any one or more Unit Owners or any other persons or entities, to which he shall be threatened to be made a party by reason of the fact that he is or was a member of the Executive Board or an officer or assistant officer, other than to the extent, if any, that such liability or expense shall be attributable to his willful misconduct or gross negligence, PROVIDED, in the case of any settlement that the Executive Board shall have approved the settlement, which approval shall not be unreasonably withheld. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled as a matter of law or agreement or vote of Unit Owners or of the Executive Board or otherwise. The indemnification by the Unit Owners set forth in this Section 2 of Article XIII shall be paid by the Executive Board on behalf of the Unit Owners and shall constitute a common expense and shall be assessed and collectible as such.

Section 3. Liabilities of Individual Unit Owners.

The Unit Owners, any lessees, or sublessees of a unit shall be jointly and severally liable for liabilities arising out of their own conduct arising out of the ownership, occupancy, use, misuse, or condition (except when the result of a condition affecting all or other parts of the property) of that unit.

Section 4. Costs of Suit in Actions Brought by One or More Unit Owners on Behalf of all Unit Owners. If any action is brought by one or more but less than all Unit Owners on behalf of all Unit Owners and recovery is had, the plaintiff's expenses, including reasonable counsel fees, shall be a common expense, provided that if such action is brought against all Unit Owners

shall not be charged to or born by the other Unit Owners, as a common expense or otherwise.

Section 5. Notice of Suit and Opportunity to Defend. Complaints brought against all Unit Owners or the Executive Board, or the officers, assistant officers, employees or agents thereof, in their respective capacities as such, or the property as a whole, shall be directed to the Executive Board, which shall promptly give written notice thereof to the Unit Owners and the holders of any Permitted Mortgages and shall be defended by the Executive Board, and the Unit Owners and such holders shall have no right to participate other than through the Executive Board in such defense. Complaints against one or more but less than all the Unit Owners or Units alleging liabilities covered by Article XIII, Section 3, shall be directed to such Unit Owners, who shall promptly give written notice thereof to the Executive Board and to the holders of any Permitted Mortgages affecting such Units and shall be defended by such owners.

ARTICLE XIV

Amendment

Section 1. This Declaration may be amended, subject to the restrictions of the Act, by the vote of the Unit Owners and the mortgagees of 75% of the common interests. No amendment shall be effective until properly recorded.

ARTICLE XV

Termination

Section 1. The property may be removed from the provisions of the Act by a written ratification, duly recorded, and executed by all the Unit Owners, holders of all mortgages,

ARTICLE XVI

Interpretation

Section 1. Matters of dispute or disagreement between Unit Owners or matters which require interpretation of this Declaration or the Bylaws or the Rule and Regulations of the Executive Board, shall be determined by the Executive Board, whose determination shall be binding and final, on all Unit Owners.

ARTICLE XVII

Severability

Section 1. If any of the provisions of this Declaration or of the Bylaws or of the Act are held invalid, the validity of the remaining provisions shall not be affected thereby.

ARTICLE XVIII

Captions

Section 1. The captions herein are inserted only as a matter of convenience and in no way define, limit or describe the scope of the Declaration nor the intention of any provisions hereof.

ARTICLE XIX

Conflicts

Section 1. This Declaration is set forth to comply with the requirements of the Act. In the event of any conflict between this Declaration and the provisions of the Act, the Act shall control.

ARTICLE XX

IN WITNESS WHEREOF, the Declarants have hereunto caused these presents to be executed and their seals to be hereunto affixed at State College, Pennsylvania, this 16 day of June, 1992.

Frank W. Waresak
Frank W. Waresak

Margery A. Waresak
Margery A. Waresak

David L. Frey
David L. Frey

Leah J. Frey
Leah J. Frey

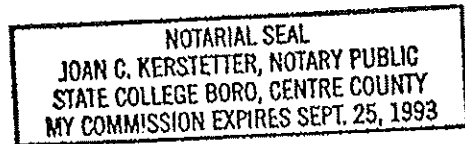
COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF CENTRE)

SS:

On this 16th day of June, 1992, before me, a Notary Public, personally appeared FRANK W. WARESAK and MARGERY A. WARESAK, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing Declaration and acknowledged that they executed the same for the purposes therein contained.

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

Joan C. Kerstetter
Notary Public



COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF CENTRE)

SS:

On this 16th day of June, 1992, before me, a Notary Public, personally appeared DAVID L. FREY and LEAH J. FREY, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing Declaration and acknowledged that they executed the same for the purposes therein contained.

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

Exhibit "A"

ALL the two certain messuages, tenements and tracts of land situate in what is commonly referred to as "Woodycrest", (aka "Woodie Crest") Patton Township, Centre County, Pennsylvania, bounded and described as follows to-wit:

TRACT NO. I:

BEGINNING at an iron pin on the Westerly side of Weaver Street (formerly Brush Avenue) at the Southeasterly corner of Lot No. 3 in Block No. 6, now or late the property of Mary Matis, thence South 56° West 150 feet along Lot No. 3 to a stake; thence South 34° East 100 feet to a pin; thence North 56° East 150 feet to an iron pin; thence North 34° West along Weaver Street (formerly Brush Avenue) 100 feet to the place of beginning.

BEING Lots Nos. 1 and 2 in Block 6 of the plan of lots known as Woodycrest, prepared June 24, 1939, by George S. Denithorne for William A. Strouse.

BEING the same tract of land which Mary I. Williams and Kathryn L. Garbrick, Co-Executrices of the Walter S. Perryman Estate granted and conveyed unto the Frank W. Waresak and Marjery A. Waresak, Mortgagors herein, by deed intended to be recorded herewith.

BEING known on the Centre County Assessment Map as Tax Parcel No. 18-13-52.

TRACT NO. II:

BEGINNING at an iron stake on the Westerly side of Weaver Street (formerly Brush Avenue) at the Southeasterly corner of Lot No. 1 in Block No. 6, now or formerly the property of Walter Perryman, et. ux; thence South 34° East along line of Weaver Street (formerly Brush Avenue) 50 feet to a stake thence South 56° West 150 feet along property now or formerly owned by Dewey Wagner to a stake; thence North 34° West 50 feet to the corner of aforesaid Perryman lot; thence North 56° East along property now or formerly owned by Walter Perryman 150' to Weaver Street (formerly Brush Avenue) and the place of beginning.

BEING the same tract of land which Mary I. Williams and Kathryn L. Garbrick, Co-Executrices of the Walter S. Perryman Estate granted and conveyed unto the Frank W. Waresak and Marjery A. Waresak, Mortgagors herein, by deed intended to be recorded herewith.

ALSO being part of Tax Parcel No. 18-13-52.

Excepting and reserving thereout and therefrom all that certain strip of land in the Township of Patton, County of Centre and State of Pennsylvania, being bound and described as follows, according to a survey thereof made by Precision Surveying Corporation on December 15, 1971:

Exhibit "A" cont.:

BEGINNING at a point on the westerly side of Weaver Street (formerly Brush Avenue) (20 feet wide), said point being 5 feet south of the Northeast corner of Lot No. 2; thence through Lot No. 2, South 56° 00 minutes west 150.00 feet (passing over an iron pin 12.00 feet from the beginning of this line) to an iron pin; thence North 34° 00 minutes West 5.00 feet to an iron pin in line of Lot No. 3; thence along the same, North 56° 00 minutes East 150 feet to a spike in the travelway of Weaver Street, 33 feet wide (formerly Brush Avenue, 20 feet wide); thence in and along the same, South 34° 00 minutes East, 5.00 feet to the first mentioned point and place of beginning. Containing 750.00 square feet of land, more or less.

BEING part of Lot No. 2 in Block No. 6 of the plan of lots prepared June 24, 1939, by George S. Denithorne for W. A.

Exhibit "B"

<u>Unit</u>	<u>Votes</u> ← ?	<u>% Common Area</u>
1	1731	18.28
2	1502	15.86
3	1502	15.86
4	1502	15.86
5	1502	15.86
6	1731	18.28
	9470	100.00