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BY-LAWS
for
WOODS EDGE CONDOMINIUMS

ARTICLE I

Name and Location

The name of this condominium development is: WOODS
EDGE CONDOMINIUM ASSOCIATION (hereinafter called "The Associ-
ation"). Its principal office and place of business is located at
2033 Mary Ellen Lane, Patton Township, State College, Centre
County, Pennsylvania.

ARTICLE II

Definition

Unless the context clearly indicates otherwise, the
words and phrases used in the By-Laws have the same meaning as
the identical words and phrases have in the Declaration of Condo-
miniums, duly recorded with respect to the property known as
Woods Edge Condominium Association.

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ARTICLE III

Purpose

The purpose of this Association is to act on behalf of all unit owners as its members, through their counsel, as their governing body with respect to the administration, maintenance, repair and replacement of certain Property which was submitted to the Pennsylvania Uniform Condominium Act (Pa. C.S.A. 3101, et seq.), hereinafter called "the Act". The Association is to so operate on a non-profit basis.

ARTICLE IV

Identification of the Property

The Property which is subject to the provisions hereof has been submitted to the provisions of the Act by the recording of a Declaration of Condominiums, and by the recording also of a Declaration Plan, in the Office of the Recorder of Deeds of Centre County, Pennsylvania. The Property is described on the Declaration Plan, as Woods Edge Condominium Association, a condominium, and is also legally described as set forth on EXHIBIT "A", attached hereto and made a part hereof.

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EXHIBIT "A"

WOODS EDGE CONDOMINIUMS
Patton Township, Centre County, Pennsylvania

ALL THAT certain messuage, tenement, and tract of land, situate, lying, and being in Patton Township, Centre County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at an iron pin, which pin is located on the Northerly right-of-way line of 5th Avenue; THENCE North 32° 25' 40" West, a distance of 160 feet to an iron pin; THENCE South 57° 34' 20" West, a distance of 100 feet to an iron pin; THENCE North 32° 25' 40" West, a distance of 610.35 feet to an iron pin; THENCE North 53° 10' 24" East, a distance of 416.22 feet to an iron pin; THENCE South 33° 44' 51" East a distance of 782.08 feet to an iron pin located on the Northerly right-of-way of 5th Avenue; THENCE along the Northerly right-of-way of 5th Avenue South 52° 58' 59" West, a distance of 179.97 feet to an iron pin and the place of beginning.

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ARTICLE V

Membership

Section 1. The members shall consist of all the Unit Owners of the property in accordance with the respective percentages of the ownership of the said Unit Owners in the common elements of the Property. Such respective percentages of ownership shall be determined in accordance with the provisions of the Declaration.

Section 2. Such membership shall be personal to each Unit Owner. It shall terminate upon a sale, transfer, or other disposition of his or her ownership interest in the Property, accomplished in accordance with the provisions of the Declaration, and thereupon, the membership shall automatically transfer to and be vested in the new owner succeeding to such ownership interest. There shall be no other arrangement for acquiring, having or transferring of membership.

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ARTICLE VI

MEETINGS

Section 1. Meetings of the membership shall be at the Property or at such other place in Centre County, Pennsylvania, as may be determined by provisions herein and as specified in the Notice of Meeting.

Section 2. The first annual meeting of the Unit Owners shall be held within thirty (3) days after seventy-five (75%) percent of the initial twenty-four (24) units are sold and settlement is held and on the same date each year thereafter or in the event that day is a legal holiday on the following day. At such annual meetings, there shall be elected by a ballot of the members, those members of the Executive Board then due to be elected in accordance with the provisions of Article VII of the By-Laws. The members shall also transact such other business as may concern the Association and/or the Property.

Section 3. It shall be the duty of the President to call a Special Meeting of the members as directed by resolution of the Executive Board or upon a petition signed by the owners of fifty (50%) percent of the ownership interest in the common

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elements. The notice of any Special Meeting shall state the time, place and purpose thereof. No business shall be transacted at a Special Meeting except as stated in the notice unless with the consent of a majority of the members present, either in person or by proxy.

Section 4. It shall be the duty of the Secretary, or upon his failure or neglect, then any officer or member to mail by United States Mail, postage prepaid, a notice not less than ten (10) days nor more than sixty (60) days before each annual or Special Meeting, stating the purpose, the time and place thereof to each member of record, and addressed to him at his Unit if occupied, and if not, then addressed to him at such place as is known to be a currently good address for him.

Section 5. The presence, either in person or by proxy, of the owners of forty (40%) percent of the ownership interest in the common elements shall be required for and shall constitute a quorum for the transaction of business at all meetings of members. A quorum present at the beginning of a meeting shall constitute a quorum for the whole meeting.

Section 6. If at any meeting of members a quorum shall not be in attendance, those members who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time at which the original meeting was called.

Section 7. If any Unit Owner consists of more than one (1) person, the voting right of each Unit Owner shall not be divided but shall be exercised only as the unit. In the event the Unit Owners cannot agree on their vote, the vote shall be lost and shall not be counted either for or against any motion on the floor. Declarant as described in the Declaration, may exercise the voting rights with respect to all units titled in the Declarant.

Each question presented at a meeting shall be determined by a majority vote of those present, unless by express provision of the Act or the By-Laws, or of the Declaration, a different vote is required.

Section 8. The vote of any corporate, partnership or trust member may be cast on its behalf by any officer, partner, or trustee of such member and any such member may appoint its officer, partner, trustee or beneficiary, or any other member as its proxy. An individual member may appoint only his or her spouse or another member as a proxy. Each proxy must be filed in writing with the Secretary prior to the commencement of a meeting or at the time that proxies are called for.

*members
of ex Board*

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ARTICLE VII

Executive Board

Section 1. The business, operation and affairs of the Property and of the Collectivity of Unit Owners shall be managed on behalf of the Unit Owners by a board of five (5) natural individuals, who are each residents of Pennsylvania, in compliance with and subject to the Act, the Declaration, and the By-Laws. Such Board is herein and in the Declaration called the "Executive Board."

Section. Powers and duties: Subject to the limitations and restriction contained in the Act, the Declaration and By-Laws, the Executive Board shall on behalf of the Unit Owners have all powers and duties necessary to administer and manage the business, operation and affairs of the Property, and of the collectivity of Unit Owners. Such powers and duties of the Executive Board include, by way of illustration, but are not limited to, the following:

a.) The operation, maintenance, repair, improvement and replacement of the common elements and limited common elements; except that the determination of the color of paint used on the outside of the Units shall be submitted to the members of all Units and shall be determined by the majority vote of such members;

b.) The power to estimate and adopt an annual operating budget and to make assessments against the Units and to provide for the collection of same and from the Unit Owners according to their respective obligations;

c.) The promulgation, distribution, and enforcement of the Rules, subject to the right of a Majority of the Unit Owners to change any such rules;

d.) The power to engage and dismiss employees and to appoint and dismiss agents necessary for the management of Woods Edge Condominium Association.

e.) The power to enter into and perform under contracts and any amendments thereto or replacements thereof, deeds, leases and other written instruments or documents on behalf of the collectivity of Unit Owners and to authorize the execution and delivery thereof by its officers or assistant officers.

f.) The opening of bank accounts on behalf of the collectivity of Unit Owners and designate the signatures therefor;

g.) The power to purchase, hold, sell, convey, mortgage or lease any one or more units on behalf of the collectivity of Unit Owners or its designee;

h.) The obtaining of insurance pursuant to Article X of the Declaration;

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Section 3. First Members of the Executive Board. The Unit Owners shall elect five (5) persons to serve on the Executive Board, one (1) person for a term to expire at the annual meeting held in 1985, two (2) persons for a term to expire at the annual meeting held in 1986, and two (2) persons for a term to expire at the annual meeting in 1987.

Section 4. Subsequent Election and Term of Office. Subject to the provisions of the preceding Section, at the first annual meeting of Unit Owners and at each annual meeting thereafter, one (1) or more members of the Executive Board shall be elected to serve until the next succeeding annual meeting and until their respective successors are elected.

Section 5. Removal of Members of the Executive Board. At any regular or special meeting of Unit Owners, any one or more of the members of the Executive Board (other than members designated by Declarant under Sections 3 and 4 of this Article VII, who may be removed and replaced by Declarant at any time and from time to time), may be removed with or without cause by a majority of Unit Owners and successors may then or thereafter be elected by a majority of Unit Owners to fill any vacancies thus created. Any member of the Executive Board whose removal has been proposed by the Unit Owners shall be given an opportunity to be heard at the meeting.

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Section 6. Vacancies. Vacancies in the Executive Board (other than vacancies in the term of the member to be designated by Declarant under Section 4 of this Article VII, which shall be filled by Declarant), caused by any reason other than the removal of a member thereof by a vote of the Unit Owners, including without limitation by virtue of the expiration of Declarant's right to designate members of the Executive Board under Section 4 of this Article VII shall be filled by a vote of a majority of the remaining members of the Executive Board, even though less than a quorum, promptly after the occurrence thereof, and each person so elected shall be a member of the Executive Board the remainder of the term so filled.

Section 7. Organization Meeting of the Executive Board.

At such organizational meeting, the Executive Board shall elect the following officers, whose duties shall be as follows:

a.) A President, who shall be the chief executive officer of the Association and shall have general charge and supervision over, and responsibility for, the business and affairs of the Association. Unless otherwise directed by the Executive Board, all other officers shall be subject to the authority and supervision of the President. The President may enter into and execute in the name of the Association, contracts or other instruments in the regular course of business of if not in the regular course of business those which are authorized,

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generally or specifically, by the Executive Board. He shall have the general powers and duties of management usually vested in the office of the president of a corporation.

b.) A Vice President who shall perform such duties and have such authority as from time to time may be delegated to him by the President, or by the Executive Board. In the event of the absence, death, inability, or refusal to act by the President, the Vice President shall perform the duties and be vested with the authority of the President.

c.) A Secretary who shall cause notices of all meetings to be served as prescribed by the By-Laws and shall keep or cause to be kept the minutes of all meetings of the Unit Members and the Executive Board. The Secretary shall perform such other duties and possess such other powers as are incident to that office or as are assigned by the President or the Executive Board.

d.) A Treasurer, who shall have the custody of the funds and securities of the Association and shall keep or cause to be kept regular books of account for the Association. The Treasurer shall perform such other duties and possess such other powers as are incident to that office or as shall be assigned by the President or the Executive Board. All checks representing payment on behalf of the Association shall be signed by two officers of the Association, as designated by the Executive Board, and the agreement with any bank shall at all times indicate such

requirement. Any other bank accounts or financial assets of the Association shall be withdrawable only by the written execution by two officers of the Executive Board, as appointed by the Executive Board from time to time, and all such depository agreements or the like shall reflect such requirements.

e.) An Assistant Secretary-Treasurer who shall perform such duties and have such authority as from time to time may be delegated to him by the President or by the Executive Board and in the event of the absence, death, inability or refusal to act by either the Secretary or the Treasurer, the Assistant Secretary-Treasurer shall perform the duties and be vested with such authority.

f.) Subject to the provisions hereinbefore set out, an organizational meeting of the Executive Board shall be called by the President and held within five (5) business days following each annual meeting of the Unit Owners, at such time and at such places as the newly elected members of the Executive Board shall determine, for the purposes of organization, and such other business as may be brought before the meeting, and no notice thereof shall be required.

g.) The person elected as President shall only hold that position and no other. The persons holding the positions of Vice President, Treasurer, or Secretary may be separate individuals or one person may hold any two of the elected offices.

Section 8. Regular Meetings of the Executive Board.

Regular meetings of the Executive Board may be held, without call or notice, at such times and places as the Executive Board may from time to time determine.

Section 9. Special Meetings of the Executive Board.

Special meetings of the Executive Board may be called by the President or by two or more members of the Executive Board, and held on notice by letter or telegram, mailed or delivered for transmission not later than three (3) days prior to the meeting date, specifying the time, place and purposes of the meeting. No business may be transacted at a special meeting other than as specified in the notice thereof unless all members attend or waive notice.

Section 10. Place of Meetings. Meetings of the Executive Board shall be held at the Property or at such other place within or without the Borough of State College as the Executive Board may specify.

Section 11. Waiver of Notice. Any notice of any meeting of the Executive Board may be waived by any member thereof in writing prior to, at, or subsequent to the meeting, and attendance at the meeting shall constitute a waiver of notice thereof.

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Section 12. Effect of Presence at Meetings of the Executive Board. Any member of the Executive Board present at any meeting thereof shall be deemed to have assented to any action taken thereon unless his dissent is entered on the minutes thereof or unless he shall file his written dissent with the Secretary at or immediately following the adjournment thereof, provided that no member may so dissent from any action for which he voted at the meeting.

Section 13. Quorum. A majority of the members in office shall constitute a quorum at any meeting of the Executive Board, and the act of a majority of the members at a meeting at which a quorum is present shall be the acts of the Executive Board. If less than a quorum is present at any meeting, a majority of those present may adjourn the meeting from time to time, and at any adjourned meeting at which a quorum is present any business may be transacted which could have been transacted at the meeting originally called, without further notice.

Section 14. Action by Written Consent. So long as the Executive Board is composed entirely of designees of Declarant pursuant to Section 3 of this Article VII, the members of the Executive Board may act by unanimous written consent in lieu of a meeting. Thereafter, the Executive Board shall act only at a duly constituted meeting thereof.

Section 15. Participation in Meetings by Communications Equipment. One or more members of the Executive Board may participate in and be counted for quorum purposes at any meeting of the Executive Board by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other.

Section 16. No Compensation of Members of the Executive Board. No member of the Executive Board shall be compensated for acting as such.

Section 17. Personal Property Located in the Common Elements. Title to any personal property from time to time held for the joint use and enjoyment of all the Unit Owners, whether situated in the common elements or elsewhere, shall be vested in all the Unit Owners in accordance with their respective proportionate interests and the Executive Board shall have the power and duty on their behalf to purchase or otherwise acquire, hold, and lease, mortgage, sell or otherwise deal in, and to insure, repair or replace the same, as the Executive Board shall from time to time determine.

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Section 18. No non-resident owner shall be qualified or permitted to serve on the Executive Board. Non-resident shall mean a person or entity not actually residing in the Woods Edge Condominiums. The Declarant is defined as a resident.

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ARTICLE VIII

Fiscal Management

Section 1. The fiscal year of the Association shall begin on the first day of January of each year, except for the first fiscal year of the Association which shall begin at the date of the recording of these By-Laws or at such other date as the Executive Board may decide.

Section 2. Books and accounts of the Association shall be kept by or under the direction of the Treasurer and in accordance with customary accounting principles and practices. Within a reasonable time after the close of each fiscal year, but not later than by February 15th, the Executive Board shall furnish the Unit Owners with a reasonably detailed statement of the income and disbursements of the Association for such prior fiscal year.

Section 3.

a.) With respect to each fiscal year and within ninety (90) days from the commencement thereof, the Executive Board shall cause an estimated annual budget to be prepared based on its estimation of the next ensuing annual expenses, including but not limited to the following items:

1. management and administration expenses;
2. the estimated cost of repairs, maintenance, and replacements of common elements and limited

common elements;

3. the cost of such utilities as may be furnished by the Association;
4. the amount of such reserves as may be reasonably established by the Executive Board, including general operating reserves, reserves for contingencies, and reserves for replacements;
5. such other expenses of the Association as may be approved by the Executive Board including operating deficiencies, if any, for prior periods.

b.) By December 1 of each year the Executive Board shall determine and notify each Unit Owner what it has determined to be the estimated monthly assessments of the respective Unit Owners, according to their respective undivided interests in the common elements, and according to the needs of such estimated annual budget.

c.) On or before the first day of each month of the fiscal year covered by such estimated annual budget, each Unit Owner shall pay his respective monthly assessment so determined.

d.) In the event of delay in the making of the budget and in the announcement of monthly assessments, as above provided, Unit Owners shall continue to pay that amount which had been last established for each to pay as his regular monthly assessment.

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e.) If any Unit Owner should fail or refuse to pay as due, of each assessment duly made against his Unit and him, the amount thereof together with interest thereon as provided by law, shall constitute a lien on the interest of such member in the Property. The Executive Board shall have the authority to exercise and enforce any and all rights and remedies provided in the Act, the Declaration, these By-Laws, and as are otherwise available at law or in equity for the securing and collecting of unpaid assessments.

Section 4. If at any time during the course of any fiscal year the Executive Board shall deem existing monthly assessments to be inadequate by reason of revision in its determination of needs, the Executive Board shall prepare a revised estimated annual budget for the balance of such fiscal year, and monthly assessments thereafter shall be determined and paid on the basis of such revision. As units are created on convertible real estate the Executive Board shall reassess its needs and revise its budget

Section 5. The Executive Board shall arrange to have available at all reasonable times for any Unit Owner copies of the budgets or revised budgets and reasonably detailed information as relates to same, and to contemplated changes in same.

Section 6. The Declarant's obligation as a Unit Owner shall be at the rate of full amounts as in the case of any other Unit Owner.

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Section 7. Continuance of Lien. In the event a Unit Owner shall transfer his Unit While an assessment of any kind remains unpaid, the lien of the assessment shall continue to be a charge of the unit and shall continue as a lien until paid. The Executive Board shall furnish any prospective purchaser with a certificate upon which all unpaid assessments shall be listed together with interest and costs, at any time upon request.

Section 8. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon the Properties subject to assessment; PROVIDED, HOWEVER, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 9. Self Dealing. No contract or transaction shall be permitted between the Executive Board and a member of the Executive Board or an officer, unless the action is ratified by a majority of disinterested Executive Board members.

Section 10. Assessments.

A. Phase I of Units - Prior to the time when seventy-five (75%) percent of the units are transferred by deed title,

Declarant shall be responsible for maintenance, repair or replacement of a common element shall be within the sole control and shall be the sole responsibility of Declarant. After March 15, 1985, the Association shall be responsible for maintenance, repair or replacement of common or limited common elements.

B. Units Added to Convertible Real Estate - As Declarant begins construction of units on convertible real estate, each new section shall be declared as a phase of development in writing by Declarant to the Executive Board. Declarant shall for a period of one (1) year after completion of construction of units in the new phase of development be responsible for and have sole control of all maintenance, repair, and replacement of common elements within the development area. Declarant shall provide to the Executive Board at the time of beginning any new phase of construction a map or plan outlining the "to be" constructed units and the physical area to be included within the common area.

C. On March 15, 1985, the monthly assessment of \$21.00 per month may only be increased in accordance with the rate of inflation as outlined in the United States Department of Labor Consumer Price Index, the base year being 1984. However, this paragraph shall not be construed to limit the power of the Association's Executive Board as duly elected in accordance with the paragraphs herein contained, i.e. whether expenses would be incurred only upon a majority vote of unit owners in excess of the votes held or controlled by Declarant or his designees.

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D. Beginning the month next after a Unit Owner purchases a unit, he shall pay to the Condominium Association the sum of \$21.00 per month as his contribution toward the expenses of operating and maintaining the common and limited common elements, provided that the Executive Board by a majority vote of all Unit Owners has not raised or lowered the monthly assessment as established in these Article VIII.

ARTICLE IX

Use Restrictions

Section 1. Except as herein provided at Section 6, below, with respect to the uses permitted by the Declarant, no Unit shall be used for any purpose other than as a private dwelling for a person and his immediate family, or by not more than three (3) unrelated persons, including a member or persons to whom the member shall have leased his Unit, and subject to all provisions with respect to use and occupancy and presence on the Property applicable to the Unit Owner himself. No one may permit or suffer anything to be done or kept upon the Property which will increase the rate of insurance on 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 or permit any nuisance or commit or suffer any immoral or illegal act to be committed anywhere in or upon the Property.

Section 2. Each owner shall maintain his Unit in good condition, order, and repair, at his own expense. No Unit Owner shall display, hang, store, or use anything whatsoever on his stoop or outside his Unit other than as may be permitted in accordance with the rules and regulations established by the Executive Board. No member may paint, decorate, or otherwise

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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 3. 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 the prior written consent of the Executive Board.

Section 4. No one may overload the electrical wiring in the building or operate any machinery, appliance, accessories, or equipment in such a manner as to cause, in the judgment of the Executive Board, any unreasonable disturbance, felt, seen or heard, or make any alterations.

Section 5. 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 without prior written consent of the Executive Board. No motor vehicle other than a private passenger type shall be stored or parked in the parking area or parked on the Property without prior Executive Board consent. No Unit Owner shall have any additional motor vehicles on the premises for purposes of service or

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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 noxious or offensive activity shall be carried on in any Unit nor shall anything be done thereon which may be or become an annoyance or nuisance to the occupants of other Units. No boat, trailer, tent, shack or other such structure shall be located, or erected or used on any part of the Property, temporarily or permanently other than what has been constructed for use of Unit Owners by the Declarant or the Executive Board except as permitted by the Executive Board.

Section 6. 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 (3) square feet, advertising the Property for sale or rent. No such sign shall be illuminated.

Section 7. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit on the Property except that dogs, cats, or other domesticated household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, 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.

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Section 8. 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 9. Mailboxes. Mailboxes shall be retained as the same now are or, as designated by the Executive Board from time to time in the future. No Unit Owner shall keep or maintain a distinctive or different mailbox than as set forth herein.

Section 10. Clotheslines. Outdoor clothesline permitted.

Section 11. Fences. No fence of any kind, wall, hedge, or similar structure shall be placed, erected or maintained anywhere on the Property without the written consent of the Executive Board.

Section 12. The Executive Board may adopt such rules and regulations concerning use, occupancy or other matter, 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 13. 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 Owner's committing and/or permitting such violation upon finding thereof by the Executive Board.

Section 14. The Executive Board shall maintain, repair and replace all common elements and limited 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,

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repaid and replace, at his own expense, all portions of his Unit as are separate and private to it and him. Each Unit Owner shall be responsible for damage to any other Unit and/or to any common elements caused intentionally, negligently, or by failure to properly take care of his own Unit, whether or not the fault is in him personally and/or in any other occupant of his Unit.

Section 15. Anything herein or elsewhere to the contrary notwithstanding, the Declarant shall have the right to utilize any Units owned by the Declarant as models or as general or sales offices for as long as he retains full title to the Unit for sale and promotion purposes including the sale and promotion of the Property and purposes and in such manner as the Declarant deems it may reasonably require.

Section 16. Declarants or their agents may maintain on the premises, while the premises are under construction any work trailers, vehicles, and equipment needed to perform their construction work. This right shall not be abused by Declarants or their agents by using the premises as a storage area for the above items or any others.

ARTICLE X

Indemnification

Section 1. The Association shall reimburse or indemnify each Executive Board member, officer, and employee of the Association for or against all liabilities and expenses reasonably incurred by or imposed upon him in connection with or resulting from any claim, action, suit, or proceeding whatsoever and however brought and whether the same be in proceedings civil, criminal, administrative, or investigative thereafter called "Action", in which he may become involved as a party or otherwise by reason of his being or having been such Executive Board member, officer, or employee, or by reason of any action taken or not taken an/or of anything done or not done in such capacity, whehter or not he continues to be such at the time such liabilities or expenses are incurred and whether or not such action or omission to act occurred before or after the adoption of the By-Laws, provided that:

a.) The provisions hereof do not apply in respect of any action by or in the right of the Association because such person was guilty of wrong doing against the Association; and

b.) they do not apply in respect to all actions wherein such person acted in bad faith.

Section 2. As used herein the term "Liabilities and Expenses" shall include but not be limited to counsel fees and expenses, and disbursements and amounts of judgments, record cost, fines, or penalties, and amounts paid in settlement.

Section 3. Where such person has been wholly successful on the merits in such action, or where indemnification of such person has been awarded by a court, he shall be entitled to indemnification as of right; otherwise, including any instances where such action is terminated by a settlement, the Association shall reimburse or indemnify him only if it shall be determined that such person has met the standards set forth in Section 1, either:

a.) By the Executive Board, acting by a quorum consisting of two or more members other than those involved in the action; or

b.) if there are not at least two members then in office other than those involved in the action, by independent legal counsel, who shall deliver to the Association written advice to such effect.

Section 4. Expenses incurred with respect to any action may be advanced by the Association prior to the final disposition thereof, upon receipt of an undertaking by such person to repay any amounts for which it shall ultimately be determined that he is not entitled to indemnification.

Section 5. The foregoing right of reimbursement or indemnification shall not be exclusive of other rights to which any such person may otherwise be entitled and, in the event of his death, shall extend to his legal representatives.

Section 6. The Association shall have the power to purchase and maintain insurance against liabilities as contemplated above on behalf of any person who is or was an Executive Board member, officer, employee, or agent of the Association, or is or was in any capacity serving the Association or Executive Board at the request of either, whether or not the Association would have the power to indemnify him against such insured against liability under the provisions of this Section, or add such persons as additional insureds under other liability insurance purchased by the Association.

ARTICLE XI

Amendments

These By-Laws may be amended or modified at any time, or from time to time, by the action or approval of the Unit Owners owning a majority of the Common Interests; except that regulations affecting the rights of interests of the Declarant shall not be amended or modified without the written consent of the Declarant for a period of two (2) years from the date of the deed for the first sale of a Unit. The Amendment shall only become effective if a majority vote of Unit Owners in excess of those held or controlled by the Declarant agree to the modification.

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IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this 2 day of August, 1984.

Frederick P. Haller (SEAL)
FREDERIC P. HALLER

Marjorie S. Haller (SEAL)
MARJORIE S. HALLER

COMMONWEALTH OF PENNSYLVANIA)
) ss.:
COUNTY OF CENTRE)

Before me the undersigned, personally appeared FREDERICK P. HALLER and MARJORIE S. HALLER, known to me or satisfactorily proven to be the persons whose names are subscribed to the within By-Laws and acknowledged that they executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and subscribed my seal the 2nd day of August, 1984.

Nellie Lou Glover
Notary Public

NELLIE LOU GLOVER, Notary Public
State College, Centre Co., Pa.
My Commission Expires Oct. 5, 1987

Recorded in the office for the following:

of Deeds, etc. in and for Centre County

in Misc Book No. 177 at page 201
24 day of Oct A.D. 1984

Witness my hand and seal of office

ENTERED FOR RECORD

'84 OCT 24 PM 2 14

CERTIFICATE OF COMPLETION PURSUANT TO §3201(c) OF THE
PENNSYLVANIA UNIFORM CONDOMINIUM ACT

~~JOHN W. MILES~~

RECORDED OF DEEDS

CENTRE COUNTY, PA.

The undersigned, a registered engineer in the Commonwealth of

Pennsylvania (License No. 16665-E), hereby certifies that Units 2001-2031

of Woods Edge Condominium Association, created pursuant to a certain Declaration

of Condominium dated August 8, 1984 and recorded August 8, 1984

in the Office of the Recorder of Deeds in Centre County Miscellaneous Book 175

at Page 837 are substantially completed.

David L. Sweetland
David L. Sweetland

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF CENTRE)

On this the 19 day of Oct., 1984, before me the undersigned officer, personally appeared David L. Sweetland, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

My Commission Expires:

Notary Public

DIANE C. SWEETLAND, Notary Public
State College, Centre Co., Pa.
My Commission Expires May 5, 1997