

RECORDED-OFFICE OF THE  
RECORDER OF DEEDS  
CUMBERLAND COUNTY  
PENNSYLVANIA

JUN 22 3 32 PM '76

FIRST AMENDMENT TO CODE OF REGULATIONS  
OF WESTWOOD VILLAGE CONDOMINIUM

WHEREAS, M.L.W. CONSTRUCTION CORPORATION, as Declarant, executed on January 29 1975 (i) a Declaration Creating and Establishing Westwood Village Condominium (hereinafter referred to as the "Declaration") which was recorded on January 29, 1975 in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania, in Deed Book 213 at page 283; and (ii) a Code of Regulations of Westwood Village Condominium (hereinafter referred to as the "Code"), which was recorded on January 29, 1975, in the aforesaid office in Deed Book 213 at page 328.

WHEREAS, HNC MORTGAGE AND REALTY INVESTORS, a Massachusetts business trust (hereinafter referred to as "HNC") has succeeded to the rights and privileges of the Declarant under the Declaration and the Code by (i) HNC's acquisition through foreclosure of the tracts of land referred to in the Declaration as Tract 1, Tract 2 and Tract 3 and more fully described in Exhibit C of the Declaration, and 19 of the 21 condominium Units erected on the land described in Exhibit B of the Declaration; and/or (ii) by the terms of Section 27(vi) of the Declaration by reason of HNC's foreclosure on the unsold Units and Tract 1, Tract 2 and Tract 3.

WHEREAS, Unit Owners holding at least sixty-seven percent (67%) of the total outstanding votes of the Unit Owners voted to amend the Code in accordance with the requirements of Article XIII of the Code.

WHEREAS, the Council desires to execute and record this Amendment which contains all of the amendments to the Code which have been approved as aforesaid by Unit Owners holding at least sixty-seven percent (67%) of the total outstanding votes of the Unit Owners.

NOW, THEREFORE, the undersigned, intending to be legally bound hereby, covenants and agrees as follows:

1. All references in the Code to the "Declarant" shall be deemed to mean HNC, or any of its successors or assigns to whom HNC may expressly assign its rights and privileges as the Declarant; provided, however, that HNC and its successors and assigns shall not be liable or responsible for any obligations or acts or omissions of Declarant which accrued prior to the date that HNC succeeded M.L.W. Construction Corporation as the Declarant under the Declaration.

2. Article IV(5) of the Code is hereby deleted in its entirety and the following paragraph is hereby substituted in its place:

§5. Removal. Members of the Council (except those selected by the Declarant pursuant to the provisions of §26(ii) of the Declaration, which Members of the Council Declarant may unilaterally remove with or without cause, and Declarant may unilaterally fill such vacancies with persons selected by Declarant) may be removed with or without cause, by the affirmative vote of Unit Owners or their Voting Representatives having two-thirds of the votes cast at any annual or special meeting of the Unit Owners duly called for such purpose, in which case the provisions of §4 of this Article IV shall also apply.

3. The introductory paragraph of Article XI(8) of the Code is hereby deleted in its entirety, and the following introductory paragraph is substituted in its place:

Notwithstanding anything contained in the Declaration of Condominium, Code of Regulations, the Rules and Regulations of the Council, and all other Condominium Documents to the contrary, whenever HNC Mortgage and Realty Investors, a Massachusetts business trust, or any bank, savings and loan association, trust company, mortgage company, pension trust, business trust, insurance company or other institutional lender, or its successors and assigns (hereinafter referred to as "Construction Mortgagee"), has an "interest" in five or more Units now or hereafter submitted to the provisions of the Declaration, the provisions which follow shall be a part of the Declaration of Condominium and Code of Regulations and all other Condominium Documents and shall supersede any inconsistent provisions contained therein. The Construction Mortgagee's "interest" in the Units shall include, but not be limited to:

(i) The Construction Mortgagee's interest as mortgagee under any present or future mortgages, as such mortgages may be amended or modified from time to time, that may be granted on some or all of the Units, excluding, however, any long term permanent mortgage or mortgages that may be granted to a residential purchaser of an individual Unit. (The mortgages included in this subparagraph (i) shall hereinafter be referred to collectively as the "Mortgage").

(ii) The ownership or possession of any of the Units by foreclosure sale, by deed in lieu of foreclosure, receivership, court order, mortgagee in possession, purchase, lease or otherwise.

All references in Article XI(8) of the Code to "Trustees" are hereby deleted and the phrase "Construction Mortgagee" is hereby substituted in its place.

4. The following paragraph is hereby made a part of the Code as Article XV(6):

The exercise of the rights and privileges of the Declarant under the Declaration and the Code shall be exercised by HNC, and this Amendment is executed by HNC, a business trust existing under the laws of Massachusetts, through or by one or more of its trustees or officers in his or their capacity as such under an Agreement and Declaration of Trust dated September 27, 1971, as amended and restated from time to time, and not individually. Neither the trustees, nor the officers, employees, agents or shareholders of HNC Mortgage and Realty Investors shall be personally liable under the Declaration, as amended, or the Code, as amended; the Unit Owners and/or the Council and all others shall look solely to the Trust Estate of HNC Mortgage and Realty Investors for the payment of any claim under the Declaration, as amended, or the Code, as amended, or for the performance of any obligation, agreement, condition or term to be performed or observed by HNC Mortgage and Realty Investors under the Declaration, as amended, or the Code, as amended, or under any other agreement or document collateral thereto.

5. Except as expressly amended hereby, the terms and conditions of the Code and shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Amendment the ~~day-and-year-first-above-written~~ twenty-eighth day of May, 1976.

COUNCIL OF WESTWOOD  
VILLAGE CONDOMINIUM

By: Judith C. Morris (SEAL)

By: Robert F. Smith (SEAL)

By: Patricia Robinson (SEAL)

By: William Watson (SEAL)

By: Andie A. Roberts (SEAL)