

**FIRST AMENDMENT TO SECOND AMENDED DECLARATION
OF WOODGATE, A PLANNED COMMUNITY**

This First Amendment to Second Amended Declaration of Restrictions, Covenants and Easements of Woodgate, a Planned Community is made on June 10, 2016 by Woodgate Homeowners' Association, Inc., a Pennsylvania non-profit corporation (the "Association").

RECITALS

WHEREAS, Woodgate, a Pennsylvania general partnership (the "Declarant") created Woodgate, a planned community (the "Community") located in the Town of Paoli, Chester County, Pennsylvania pursuant to a Declaration of Restrictions, Covenants and Easements, dated March 27, 1978 and recorded on March 28, 1978 in the Chester County Recorder of Deeds Office (the "Recorder's Office") in Misc. Book 402, page 520, et. seq., which was replaced in its entirety by an Amended Declaration of Restrictions, Covenants and Easements, dated February 19, 1980 and recorded on February 22, 1980 in the Recorder's Office in Misc. Book 471, page 49, et. seq., which was replaced in its entirety by the Second Amended Declaration of Restrictions, Covenants and Easements, dated February 24, 2012 and recorded on March 27, 2012 in the Recorder's Office in Misc. Book 8388, page 945, et. seq. (the "Declaration");

WHEREAS, the Community was created under a statutory scheme prior to the enactment of the currently-existing Pennsylvania Uniform Planned Community Act, 68 Pa. C.S.A. §§ 5101 et seq., as amended (the "Act");

WHEREAS, the Act now applies to all planned communities created in the Commonwealth of Pennsylvania;

WHEREAS, the Association desires to amend the Declaration to correct inconsistent or incorrect insurance provisions within the Declaration; and

WHEREAS, this First Amendment is made pursuant to consent of the requisite amount of Owners approving such amendment and the authority of the Board of Directors of the Association as set forth in Section 5219 of the Act and Article XIV(Section 1) of the Declaration.

NOW, THEREFORE, the Declaration is hereby amended as follows:

ARTICLE I. AMENDMENTS.

1. The terms that are capitalized without being otherwise defined herein shall have the same meanings ascribed to them in the Declaration.
2. Section 1 (Property Insurance) of Article VI is hereby replaced in its entirety with the following:

"The Association shall maintain insurance on the Common Areas, the Common Area facilities and the improvements now or hereafter made or erected thereon. The Association shall maintain property insurance on the Units but only for improvements or betterments in the Unit which match Declarant's original specifications and any replacements shall be of like kind and quality.

The Board may choose to insure the improvements and betterments installed in the Units by Owners, and if so, will give Owners notice of any change in policy so Owners may adjust their required coverages as set forth in Section 12 of this Article. The property insurance maintained by the Association shall insure against all risks of direct physical loss commonly insured against, and as the Board may deem necessary and appropriate to the needs and circumstances of the Association, in an amount not less than 100% of the actual replacement value of the Units, Common Areas and improvements, exclusive of land, excavations, foundations and other items normally excluded from property insurance. Coverage on the Common Areas shall be maintained for those parts or portions of the Common Areas for which the Association bears any maintenance, repair, replacement or refurbishment determined to be appropriate by the Board."

3. Section 8 (Claims and Insurance Deductibles) of Article VI is hereby replaced in its entirety with the following:

"Whether the deductible amount of each insured loss under the Association's master policy (the "Master Policy") shall be treated as a common expense or specially assessed to one or more Unit Owners shall be determined in accordance with the Association's Documents and the Act, as follows:

- i. For any loss arising from a condition that originated solely within the Common Areas, the deductible under the Master Policy shall be a common expense.
- ii. For any loss arising from a condition that originated solely within a Unit, the deductible under the Master Policy shall be assessed against the Unit.
- iii. For any loss arising from a condition that originated within the Common Areas *and* Unit(s), the deductible under the Master Policy shall be divided among the Association and the Unit(s) equally.
- iv. For any loss arising from a condition that originated within more than one Unit, the deductible shall be divided among the Units equally.

Despite what is written above, if any damage or loss is caused by the negligence, carelessness or misconduct of a Unit Owner (including the Unit Owner's failure to undertake any preventative maintenance or repairs, whether or not required by any State or local statute, ordinance, regulation, code and/or the Association Documents), then the Board may assess the insurance deductible exclusively against such Unit Owner. Unit Owners are solely responsible and liable for the negligence, carelessness or misconduct of their families, guests, invitees, agents, contractors, employees and/or pets.

In the event a Unit Owner suffers damage to his or her Unit, the Unit Owner must report the damage as soon as possible to the Board. In the event of an emergency, the Unit Owner must contact the appropriate emergency service providers (e.g., plumber, fire department). A Unit Owner with Unit damage shall provide the Board, its agents and/or contractors with the immediate right of entry into his/her Unit to investigate the reported loss and/or to address the damage. A Unit Owner suffering damage shall take all reasonable steps to limit such damage.

In the case of dispute among Unit Owners concerning the cause of damages or the proportionate share of the deductible as described above, the Board shall determine the cause of the damages as well as what portion of the deductible is attributable to the Unit Owners. The Board may rely on the advice of its insurer,

the Association's attorney or other experts in this regard. If a Unit Owner wishes to appeal any determination of damage causation or deductible responsibility made by the Board, the Unit Owner shall have a period of ten (10) days from the date it receives notice of the Board's determination to appeal in writing the ruling by the Board, and, if desired, to request in writing the opportunity to be heard before the Board. If no written request for an appeal is received by the Board within the aforementioned 10-day time period, the Board will consider the right of the Unit Owner to appeal in such matter waived and its determination shall be considered final. The Board shall review and act upon any timely filed appeal. If the Unit Owner timely requests an opportunity to be heard by the Board, written notice of the date, time and place of the meeting shall be provided to the Unit Owner. In the event an opportunity to be heard by the Board is requested and held, the Board shall furnish the Unit Owner written notice of its decision regarding the appeal within a reasonable time period, which shall not be more than thirty (30) days after the appeal was heard by the Board."

4. Section 9 (Adjustment of Claims) of Article VI is hereby replaced in its entirety by the following:

"All claims or losses arising from or upon those portions of the Property for which the Association maintains insurance coverage pursuant to this Article shall be submitted to the carrier for the Association for adjustment by the Board."

5. Section 12 (Owner Insurance on Lot and Unit) of Article VI is hereby replaced in its entirety by the following:

"The Owner of each Unit shall, at such Unit Owner's expense, obtain and continuously maintain adequate insurance for such Unit Owner's benefit, covering the Unit Owner's personal property and personal liability, as well as improvements and betterments in the Unit (normally called "improvements and betterments coverage"), subject to the then-current insurance coverages purchased by the Association pursuant to Article VI, Section 1 hereof and including coverage of items contained in the "Boundaries of Units" described in Article X, Section 4 hereof."

ARTICLE II. RATIFICATION. Except as expressly amended in this First Amendment, all other terms and conditions of the Declaration shall remain in full force and effect, and the Declaration is hereby ratified and confirmed. This First Amendment is binding upon and inures to the benefit of all of the Unit Owners in the Association and their respective successors and assigns. This First Amendment shall be effective upon the date of recordation in the Office of Recorder of Deeds of Chester County, Pennsylvania.

[SIGNATURE AND NOTARY APPEARS ON FOLLOWING PAGE]



IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have caused this First Amendment to the Second Amended Declaration of Restrictions, Covenants and Easements of Woodgate, a Planned Community, to be executed the date first set forth above.

Woodgate Homeowners' Association, Inc.

By: James J. McKittreick
Name: JAMES J. MCKITTREICK, President

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Chester

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: SS.
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I, Jordan Irazabal, a Notary Public in and for said County, in the State aforesaid, do hereby certify that James J. McKittreick, whose name is subscribed to the foregoing instrument, personally appeared before me this day, and acknowledged that s/he is the **President** of The Woodgate Homeowners' Association, a Pennsylvania non-profit corporation, and that s/he as such President of such corporation, being authorized to do so, executed the within instrument on behalf of said corporation by signing the name of the corporation by himself as such President.

Given under my hand and notarial seal this 14 day of June, 2016.

Jordan Irazabal
Notary Public
My Commission Expires: 4-21-2020

