



# Millward Estates Condominium Association: Owners' Handbook

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## Introduction

Welcome to Millward Estates! We hope you will be happy in your residence and enjoy being part of the Millward community.

Millward Estates Condominium Association is a property of "condominium use and ownership," operating differently than a neighborhood of single-family homes. In a "condo", occupants have title to a housing Unit and share a proportionate interest in Common areas with other owners. New Millward owners and residents typically have questions regarding the functioning of a condominium community. (What exactly do I own? Who makes decisions for Millward? Do I insure my property differently? Do we shovel our sidewalks? Who repairs the property?) This handbook will attempt to answer the commonly occurring questions.

Please refer to the Declaration, By-Laws and Policy Document for more definitive answers. Every owner should have a copy of these documents. If you do not, please contact MECA's Board Secretary *or access the Association's website at <https://millwardestates.wixsite.com/meca>*. Current copies of pertinent Board policies are provided with this handbook and are available on the website. These documents include a more thorough treatment of many issues in this Handbook. Please feel free to contact any Board member should you feel that we can be of further assistance. We believe deeply in the Millward Estate's spirit of community cooperation and will do our best to answer your questions.

Paradigm Properties Group, our financial manager, is also available to answer questions related to monthly fees, capital reserve payments, and assessments, as well as issues related to sale, title transfer or insurance. Their phone number is (814) 308-9601; their address is: 2029 Cato Avenue, State College, PA 16803. Caitlin Smith is our designated manager, and her email address is [CSmith@rentppg.com](mailto:CSmith@rentppg.com).

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### **Condominium Defined: Units, Limited Common Elements, and Common Elements**

Condominiums are communities whose residents have exclusive title to a dwelling Unit but share Common areas with other owners in the complex. The "**Unit**" itself is defined as the interior portion enclosed within walls, ceilings, and floors - including interior walls, floors, and ceilings with their coverings; the interior portions of the garage, the storage attic over the garage, and the storage closets off the decks; as well as doors, windows and screens, dryer vents, register and air return grills, appliances, fixtures, fireplace and fireplace inserts, and utilities. Repairs to the Units and their components are the responsibility of the individual dwelling owner. The Association (known as MECA) may have certain restrictions on the design or make of items visible to the outside, but the owner is otherwise in charge of Unit Elements.

The exterior portions of buildings, including siding, framing and trim, insulation, wing walls, chimney exteriors, roofs, gutters and downspouts, vents and grills over garage and attics and in wing walls, cement slab and foundation, front step and front stoop, and ground and second story decks and planters, are designated as "**Limited Common Elements (LCE)**" - elements which are for the exclusive use of one or more, but fewer than all, Units in a building. Certain unfinished space under roof but outside the Unit (including heating rooms in 100 and 300 buildings) is also defined as a Limited Common Element. The expenses for Limited Common Elements are paid for by an assessment on a building-by-building basis with **two-bedroom Units paying 23% and three-bedroom Units paying 27%.**

**See the Maintenance Chart in Appendix II for specifics on Unit and Limited Common Elements (LCE) and on financial responsibility for maintenance.**

"**Common Elements (CE)**" are all portions of the condominium other than the Units and Limited Common Elements. Common Elements at MECA include the land, yards and plantings, dam and its mechanisms, lake, fountains and aerators, gazebo, and swale bridges as well as mailboxes, driveways, sidewalks, garden walls and garden trellises behind the 200/400 buildings. The water system from curb box to Unit shut-off valve and the sewer system from sewer authority-owned installation to Unit connection are also Common Elements. Expenses for maintaining Common Elements are paid by monthly dues and/or Common Element assessments. Each Unit at MECA contributes its percentage interest share of all Common Element expenses through monthly dues. The percentage interest share is based on the Unit's square footage, **so two-bedroom Units pay 3.2857% and three-bedroom Units pay 3.8571%.** Dues may only be allocated to Common Element repairs and maintenance, but NOT to Limited Common Element items. If a Common Element expense cannot be covered by the dues, the Board may assess Unit owners for the expense or cover the cost of qualified items

through the use of funds from the Capital Reserve fund. The same percentages are used in computing any Common Element assessment. **MECA cannot legally pay for Limited Common Elements with Common Element monies unless 100% of Unit owners agree to do so in a formal amendment to our original Declaration of Condominium.**

## **Governance**

**See the Organizational Chart and Terms in the Addendum on Pages 28 - 30 for a quick guide!**

Decisions regarding the management of Millward are made, per our Declaration and Bylaws, by a four-person Executive Board, elected by the membership of the condominium Association. Board members must be Unit owners and residents of Pennsylvania. Responsibilities of the Board include the operation and maintenance of Common and Limited Common Elements, the adoption of a budget, carrying of insurance, and promulgation of rules. The Executive Board is comprised of a President, a Vice President, a Treasurer, and a Secretary. Ad-hoc Committees, which can include Buildings, Grounds, Finance, Communications, Social and Governance, may assist the Board in its functions. All owners, including the Board members, are bound individually and as a group to the Declaration and to the By-Laws.

Since 2021, the community has contracted with Nathan (Nate) Clemens to serve as Property Manager to oversee Buildings, Grounds and Reserve-funded projects as directed by the Board, while Paradigm Properties Group has managed our financial affairs since 2017. Despite this professional support, *there are still tasks that various residents undertake under the direction of either the Board or a Committee member, so **a willingness to volunteer is essential to maintaining a well-run community.** Your input of comments, questions or concerns is vital!*

An annual meeting is held once a year in the first week of December at which Executive Board members are elected by Unit owners, and other Association business is conducted. All owners are notified and invited to attend by email or postal mail as designated with Paradigm. Each Unit owner is automatically a member of the Association, and each Unit is assigned one vote. A quorum of 30% (9 Units) is required to transact business at the meeting.

There are certain use restrictions which bind Unit owners according to the By-Laws, the Declaration of Condominium, PA law, and in some cases, Board policy. Among the current provisions and restrictions are the following:

- Owners are expected to maintain their Units in good condition and repair.
- The outside of the Unit may not be altered, painted or decorated without written permission from the Executive Board.
- Additions or modifications which extend into Limited Common Element space (whether deck areas or unfinished adjacent attics) must be approved in advance by the Executive Board.
- Replacement windows, HVAC systems or TV antennas/satellite dishes may not be installed without consent of the Executive Board.
- Trash must be kept in sanitary containers and disposed of in accordance with rules established by the Board (See more on trash below on page 13.)
- Only normal household pets may be kept. When the pet is outside, the owner must always be present. Pet elimination must be immediately removed by the owner.
- Boats, tents, sheds, motorcycles and motor homes may not be parked or placed, even temporarily, on the property outside the garage.
- The lake may be used ONLY by owners and residents, or their guests, and ONLY for fishing or non-motorized boating. Boats may not be stored on the lake or grounds. A liability waiver must be signed and filed with the

Board Secretary in advance of such use. (For details, see pp. 26 - 27.)

- All automobiles, whether owned by the resident or guests, must be parked in the garage or on the half of the driveway used by the Unit; they may not be parked on the lawns.
- Signs (other than a "For Sale" sign) may not be displayed. "For Sale" signs should be placed in front of the Unit close to the edge of the landscaped area, rather than close to the street.
- No business can be carried on in any Unit.
- Propane tanks for gas fireplaces must be shielded by a wooden barrier, of a design specifically prescribed by the Board; the cost for construction and maintenance for the barrier is the responsibility of the Unit owner
- Mailboxes are of the type specified by the Board.
- Clotheslines are not allowed.
- Fences of any kind or place (whether above or below ground) are prohibited.
- Window treatments must be white or off-white as viewed from the outside.
- Owners and residents should keep in mind that "back", "front", and "side" yards adjacent to Units are Common Elements and should be respected as Common ground. By custom, however, neighbors do not indiscriminately use one another's "yards." Residents should not clutter these areas with items of personal use, which may seem unsightly to neighbors or interfere with scheduled maintenance. When in doubt, check with the MECA Board.





## **Dues and the MECA Budget**

Millward Estates Condominium Association dues are to be paid monthly, or prepaid in advance, and are paid by one of the following methods:

**Mail:** A check (sent by you directly or generated at your request by your bank) made payable to “Millward Estates Condo Association” OR “Paradigm Properties Group, Inc.” can be mailed to:

Millward Estates Condo Association  
c/o Paradigm Properties Group, Inc.  
2029 Cato Ave.  
State College, PA 16801

**Auto-Withdrawal:** Paradigm Properties Group, Inc. offers an automatic withdrawal option (ACH) from your bank account to occur on a monthly basis on the first business day. See instructions to enroll on pages 23-24 or contact Paradigm by phone at (814) 308-9602 or by email at **Caitlin Smith:** [csmith@rentppg.com](mailto:csmith@rentppg.com) or **Mariah Knable:** [mknable@rentppg.com](mailto:mknable@rentppg.com)

**In 2026, the monthly payment for a two-bedroom end Unit is \$284.50 (\$224 monthly dues and \$60.50 reserve contribution); the monthly payment for a three-bedroom middle Unit is \$335.00 (\$264 monthly dues and \$71.00 reserve contribution. ).** You may choose to prepay the Capital Reserve amount or monthly fees in part or in full. **Fees are due on the first of each month and are considered delinquent if not paid by the 15<sup>th</sup> of the month.** On the 15<sup>th</sup> of every month, Paradigm Properties Group, Inc. will contact accounts that have not submitted payments to their office by one of the methods above. If you need to make alternative arrangements for payments, please contact their office at (814) 308-9602, and they will confer with your Executive Board.

Dues for the month in which the Unit is purchased are prorated and paid at the time of closing. The new owner is then responsible for paying the monthly dues, as indicated above.

Beginning with fiscal year 2024, the Millward Estates (Common Element) operating budget has been prepared by Paradigm Properties Group in cooperation with and approval by the Executive Board. It is presented to owners at the Annual Membership meeting in December. By February 15 annually, Owners will receive a budget report for the previous year along with minutes of the Annual Meeting.

### **What is included in my monthly dues?**

Per the Millward Estates Declaration, dues are based on formulas that relate to the square footage of a basic Unit. These monthly charges are used to cover expenses including:

1. Financial management for the Association provided by Paradigm Properties Group
2. Property management of buildings, grounds and special projects provided by Nathan (Nate) Clemens
3. Weekly trash collection of **1 can/Unit no larger than 50 gallons**. Excessive trash may be billed directly to Owners through their account with Paradigm. Single stream recycling is available **upon request** at a monthly charge of \$10/unit beginning January 2024. Contact the Board to arrange a container if there is not one in your unit's garage from the previous owner. If you wish to cancel the service and return the container, contact the Board.

3. Some Common Elements upkeep including:
  - a. snow removal per policy
  - b. lawn mowing
  - c. fertilization and disease/pest control for lawns, trees and shrubs
  - d. trimming of shrubs and trees
  - e. original shrub and plant replacement due to disease and/or “death.”
  - f. mulching
  - g. maintenance of lake fountains, aerators and water quality
  - h. spring and fall clean-up of landscaping beds/lawns and gutter cleaning
4. Common Element repairs:
  - a. mailbox repairs
  - b. front garden wall light bulbs, fixtures and sensors
5. Insurance

The Millward Estates Declaration requires that the Association provide insurance on all seven buildings and the gazebo. Each Unit is insured according to the replacement cost of the Unit, including floor and wall coverings, appliances, and fixtures (as provided in the “basic or builders-grade” Unit). Insurance for upgrades in the quality of any of these items, whether at the time of construction or since, and any modifications to the “basic” Unit are the responsibility of the Unit owner. Of course, each Unit owner is also responsible for insuring personal property. **Copies of Owners’ HO6 policies must be submitted to Paradigm within 30 days of purchase per our Declaration.**

### **Assessments**

Assessments are made whenever Limited Common Element (Building) upkeep and repairs are made (usually annually in the fall), as well as for Common Element repairs not covered in the operating budget or the Capital Reserve fund. Assessments are usually sent out after the work is completed, but may be sent out prior to the work when the expense cannot be covered in the short term by the budget, e.g., roof replacement. The formulas for computing all assessments relate to the square footage of the Units.

A. Assessments for Limited Common Element upkeep and repairs are levied on the four Unit owners in the building: each of the **two two-bedroom end Units is responsible for 23%** and each of the **two three-bedroom middle Units is responsible for 27%**.

B. Common Element upkeep and repairs are paid for either by the MECA budget, which is the sum of the monthly dues collected, by funds from the Capital Reserve, or by assessment of all Unit owners in Millward Estates. Dues and Common Element assessments are levied on all twenty-eight owners as follows: **each of the fourteen two-bedroom end Units is responsible for 3.2857 % and each of the fourteen three-bedroom middle Units is responsible for 3.8571 %**. Beginning in 2016, the Association established a Capital Reserve fund for Common Element expenses. Barring unforeseen occurrences not predicted by our reserve study, most, if not all Common Element repair/replacement expenses not included in our annual operating budget will be paid from this account. This should eliminate or minimize any special assessments for Common Elements. Common Element maintenance items (mostly related to the gazebo, swale bridges and trellises behind 200/400 upkeep) may continue to be assessed. The annual amount paid by each Unit owner for the Capital Reserve Fund will be based upon the same percentages mentioned above for each Unit type.

C. Special Insurance Assessment – Millward Estates is required by the Declaration and by subsequent legal opinion to insure the buildings and any subsequent additions to the buildings which encroach on a Limited Common Element, such as a deck, or balcony. However, it was also the opinion of legal counsel that MECA should be reimbursed by the owners of those particular Units with structural additions for that portion of the premium which provides additional



coverage. This special insurance assessment is made annually to those particular Unit owners who have such additions. **The percentage of insurance cost applied to each Unit is as follows: 303 – 0.316%; 403 – 0.164%; 404 – 0.409%.**

D. Additionally, any and all costs for the maintenance or repair of a structural addition must be borne by the Unit Owner where identification of such costs is practical. Vendors who perform that work will bill Unit Owners directly when at all possible; if not practical, a special assessment will be made for these expenses. Please refer to the Policy on Unit Additions/Modifications regarding financial responsibility for maintenance, repair, replacement, and insurance which is applicable to all additions/modifications whether already existing or approved in the future. At the time of this handbook, Units 303, 403 and 404 have structural additions which would fall under Sections C and D.

### **Insurance**

Owners at Millward handle Homeowner insurance differently than traditional single-family home ownership. The Association carries complete insurance against physical damage to a Unit on behalf of Unit owners. Coverage is 100% for the replacement value of a "basic" Unit. The term "basic" implies builders grade carpet, standard appliances, cabinetry, etc. "Basic" excludes amenities such as whirlpool tubs, custom cabinetry, hardwood and tile flooring, and other upgrades and improvements above and beyond the "basic" provisions offered by the Developer at the time of original construction. Residents are encouraged to obtain their own insurance for such "upgrades" and for the personal contents of their Unit. Condo or HO6 policies are available through various insurance agents.

*In the event that an Owner requires a certificate of insurance for MECA coverage, please contact Paradigm Properties Group.*

### **Entrance, Transfer, Resale, and Refinance Fees**

When a Unit's ownership is transferred (by sale or title change), Paradigm Property Group shall be entitled to a fee of \$75 at title change to include preparation of documents related to change of ownership/title. This fee is billed directly to the owner's account.

Upon request from a title company, lender or member of the Association for certification or statement of an owner's account for the purpose of resale or refinance of an owner's Unit, Paradigm Property Group is entitled to a fee of \$50 which is billed directly to the owner's account.

In addition, the new owner is assessed an entrance fee, the equivalent of three times the monthly dues at the time of closing. This fee shall be considered part of Capital Reserves and will not be used to balance the annual budget.

## **Building Maintenance**

Unit owners are responsible for all upkeep and repair to the Elements within their Units. All inside surface areas of the Unit and the attic space over the Unit's garage, as well as all doors and windows are to be maintained by the owner (See the Maintenance Chart in Appendix II for further definition and specification of Unit Elements). Please note that any alterations that affect the basic load-bearing structure of the Unit/building must be approved by the Executive Board before proceeding. Unit Elements that are visible from the outside of the building, such as windows and doors, carry restrictions on design or brand to insure uniformity within the community. (See Policy documents for guidance on replacement of doors and windows.) Owners can choose their own vendors for work on their Unit Elements; however, any vendor installing replacement windows must be approved by the Property Manager to assure proper installation protocol is followed per policy. The Board has enclosed with the handbook a list of vendors which have previous experience working in our buildings and/or are considered by various owners to "do good work." No guarantee or assurance is implied by this listing, nor are owners required to use these vendors.

Upkeep and repair to (1) Limited Common Elements including the exterior portions of the Building such as siding, roofs, gutters and downspouts, front stoops, as well as attachments to the building such as the decks and wing walls between the deck; and to (2) Common Elements including mailboxes, sidewalks, garden walls and garden trellises, all proceed under the direction of the Property Manager with approval of the Executive Board. Each Building should have a Captain designated to compile and assess annual building maintenance needs. Owners should direct their building maintenance requests to their Building Captain. The Captain will then coordinate Building requirements with the Property Manager who assesses the need and consults with the Board as necessary. Owners may contact the Property Manager directly on interim Limited Common Element Building issues requiring immediate attention. Otherwise, owners are asked to work through their Building Captain when non-critical interim Building issues arise. Interim Common Element issues should be addressed to the Board unless the issue requires the immediate attention of the Property Manager. The MECA Executive Board retains the sole authority to approve repair of such Elements and to determine responsibility for payment.

Contact information for the Property Manager and a listing of Buildings' Captains can be found in the MECA Directory. See MECA's *Policy on the MECA Property Manager's and Building Captains' Responsibilities for Building Maintenance & Repairs* for additional details on their respective roles. You can also find a copy of this policy in MECA Policy document (online access via the MECA website).

Generally, the maintenance costs for Limited Common Elements (Buildings) will be assessed to all four Unit owners in the affected Building. However, the Board may choose to assign the expense of a specific maintenance project to an individual Unit owner, particularly if the item in need of repair is small and of concern to only one Unit owner, such as a missing roof shingle or a downspout extension. If the Limited Common Element in need of repair is damaged due to neglect or carelessness, the cost will be the sole responsibility of the owner at fault. On the other hand, the maintenance expense for Common Elements is borne by the Association (either from collected dues and/or from a special Common Element assessment of all 28 owners). Please refer to the accompanying Maintenance Chart in Appendix II for further clarification of where the financial responsibility rests for maintenance of a particular item.

**Owners are responsible to see that their Units have alarms installed for the early detection of fire and carbon monoxide. Residents are responsible to assure the alarms are properly functioning.** This is required per Pennsylvania Code for the safety and health of all residents of multi-unit Buildings. Refer to MECA's Unit Smoke Detector and Carbon Monoxide Alarm Policy for details. A number of units have installed propane gas fireplaces. Carbon monoxide detectors

are intended to alert you if either your wood or propane fueled fireplace is burning improperly. However, a standard carbon monoxide detector does not sense a combustible raw propane leak. Although propane is intentionally scented with a rotten egg-like smell to allow early detection, it is strongly recommended that Owners of units with propane fueled fireplaces also install a combustible gas alarm capable of detecting propane.

Per National Fire Protection Standards, no hibachi, gas-fired grill, charcoal grill, or other similar devices used for cooking, heating, or any other purpose, shall be used or kindled on any balcony or under any overhanging portion or within 10 ft (3 m) of any structure.

#### Hints for maintaining Millward buildings:

1. Hoses should be removed from outside spigots prior to winter to avoid cracking and bursting of pipes. The spigots, which are an Owner responsibility to replace or repair, are said to be frost-proof but only if the hose is removed. There is a shut-off valve for some of the spigots (middle units, but not end units, primarily) under the kitchen sink. You might choose to turn off the water and drain your pipe before winter sets in.
2. Garage doors may have a GFI switch found under the light switch and garage door opener on the garage wall, or in the powder room or upstairs bathroom, in some Units. Should your garage door opener not work, check to see if the GFI has been tripped.
3. Condensation in originally installed windows can be decreased if the vent holes between the storm windows and inside windows are cleaned with a pipe cleaner-like object. Condensation can lead to rotting window frames and eventually a need for window replacement. Newer double-paned replacement windows do not have this concern. Some residents with originally installed windows have found that a coating of Vaseline eases the removal of storm windows and screens the next season.
4. Locks on your utility closet and inside garage door originally worked with your front door key, but may have been changed. New owners may want a locksmith to change all of the locks for their Unit for both security and assurance that the owner has keys for all the locks.
5. If your dryer is not working properly, the vent may be clogged and could possibly be a fire hazard. One way to clean the vent is to use a leaf blower from the inside-out. The dryer vents are not readily accessible since they traverse the concrete underneath the Units. Some Unit owners have had a contractor redirect their dryer vents over the ceiling near the hallway hot water heater, through the master bedroom closets, then to the outside.
6. Batteries for smoke alarms should be replaced every six months or as specified by the alarm manufacture.
7. Some original doorbells have a battery component; if your doorbell doesn't work, check the inside "voice box" to see if you need new batteries.
8. If you use your fireplace, it should be inspected on an annual basis.
9. The furnace and heat pump should be inspected on an annual basis. Furnace filters should be cleaned and/or replaced as recommended by your service provider to improve heating/cooling efficiency. Owners may find that maintaining a constant temperature is more cost efficient than using different temperatures for daytime and nighttime
10. If the sidewalk light fails to come on at night, contact the designated community member in your Directory to have the

bulb replaced. If your sidewalk light remains on during the day, the sensor may be defective; again, contact the designated neighbor. Deck lights in the rear of the Unit are the responsibility of the owner.

12. Some residents have installed UV protectant blinds or window film treatments to improve their originally installed windows' control of the sun's heat, ultraviolet rays and glare. Check with local dealers regarding the advantages and disadvantages of each product.

13. You are responsible for maintaining your garage door. The uniformity of garage doors within the community should be maintained. Please refer to our policy document regarding "Garage Door Replacement", or check the website for the appropriate policy document. Also, it is advisable to "oil" the tracks of the garage door mechanism with WD40 periodically to keep the door opening/closing smoothly.

14. You are responsible for window repairs and replacements. The windows are Pella and should be replaced by like kind windows following the policy established by the Board and published in our policy document. Beginning in 2022, a specific installation protocol was identified which must be followed to minimize future construction issues caused by original window installation which allowed some seepage of water behind the siding. Window replacement must be approved by the Property Manager and/or the Board to assure architectural integrity in your selection of windows. You may also choose to install storm doors and are responsible for maintaining (or removing, if desired) existing storm doors. Generally, the existing storm doors have been obtained at Lewisburg Builders Supply, and they should be contacted regarding new doors consistent with the design of storm doors already being used by many Unit owners.

15. Many owners choose to install gas log sets in their fireplaces, with cans of propane gas that are stored outside the building. A decision to install gas logs does not require Board approval. However, the gas cans must be located in an area to the back of the building (not on the side facing the road or on the ends). You must arrange for an enclosure around the outside gas cans, consistent in design with the gas can enclosures already in use in the community for this purpose at your expense, both for construction and any future maintenance. The Property Manager can assist in this construction and maintenance.

16. The Board requests that you turn off the water supply to your Unit if you will be absent for a period longer than one or possibly two nights to minimize the risk of a leak occurring during your absence which causes damage to your Unit and may become the Association's financial responsibility from an insurance standpoint. The water shutoff is located right next to your water meter (usually located next to the hot water heater); should you desire assistance in locating or using the shutoff, please contact a member of the Board.

17. Most of the electrical system in your Unit is controlled through a circuit breaker panel. There is also a fuse box (containing two 120-volt 30-amp screw-in fuses) that provides power to your hot water heater and is located in the area adjacent to the heater. If one or both of these fuses failed, there may be no hot water for in the Unit. You might want to consider obtaining two extra fuses in anticipation of such a failure to avoid a plumber's visit if you lose your hot water supply.

18. Executive Board members are not responsible for overseeing the security of owners' Units. Should a resident be absent from Millward for an extended period, it would be wise to ask a neighbor to check on the Unit periodically.



### **Grounds**

The grounds of Millward are designated as Common Elements and are the responsibility of the Executive Board. Grass, trees, shrubs, and ground cover in the Common areas are maintained under the supervision of the Board and the Property Manager. Grass is mowed, trees are pruned, plant debris is cleared, and trees and shrubs are fertilized, trimmed, and mulched periodically. Trees and plants original to the development and those considered "standard" to a Unit will be replaced when dead or dying (see diagrams in Appendix II for guidance on "standard" Unit trees, shrubs, and ground cover). If you have any questions or concerns, please contact any Board member. However, you should know that the Board does systematically request evaluation of the state of our plants and trees annually with planting generally in the fall for best success.

By tradition and by policy, the Board allows some flexibility with regard to plantings in certain areas on the grounds. Unit owners have the authority, without Board approval, to install additional shrubs, ground cover and flowers in the following areas: behind the garden/privacy walls in the front and side of the Units, along the sidewalk, within the original border area of the trellises in the garden Units (200 and 400 buildings), and behind the Units adjacent to the wing walls, surrounding the deck, and below the living room windows (but not beyond the already mulched region). **Any added plants must be kept in a manner that does not interfere with the ability to repair and maintain the community's grounds and buildings.**

No trees may be removed or installed anywhere on MECA property without approval of the Board. Added shrubs and ground cover will be mulched, fertilized, sprayed, and pruned, but not replaced, by the Association. **Maintenance of annual or perennial flowers is the responsibility of the owner.** While plantings may be added in these areas without Board approval, the standard/original MECA plants should not be removed without formal permission of the Board. If the Unit owner wishes to either change the design of the garden or alter the original/standard plants, please submit a drawing of the proposed changes to the Board for formal approval. The expense for any such alteration will be borne by the Unit owner. The Association will mulch, fertilize, and trim the approved plants, but it is not obligated to replace them should they die. Subsequent Owners are responsible for changes made by previous Owners beyond standard plantings.

In addition to maintaining grass, trees and shrubs, the Association also is responsible for removing snow in the winter. Entryways and sidewalks are shoveled if snow reaches a height of 1" or more, and driveways are plowed if the snow reaches 3". Clean-up will begin as soon as possible after the snow has stopped. If an owner requires particularly expeditious removal of snow, please contact the Board in advance of the snowfall so our vendor can be made aware.

The lake and gazebo are considered Common areas and are the responsibility of the Property Manager under the Board's supervision. Fountains and aerators are utilized to maintain water quality in the lake, and flowers are planted in the gazebo by a volunteer Owner. Treatment is applied to manage water quality.

Common areas are accessible to all members, but we ask that you take care when availing yourself of their use. Residents' pets must relieve themselves in the fringe areas away from the lawns and walking areas. Residents are responsible for picking up after their pets, or their guest's pets. Complaints regarding pets should be directed to any Board member. Similarly, residents should employ care when traversing neighbors "side," "back" and "front" yards. Although designated as Common areas, they are not to be used indiscriminately by all. The lake may be used by owners, residents, and their guests only for fishing and non-motorized boating. A liability waiver must be signed in advance by each user and filed with the Board Secretary. Such forms may be obtained from any Board member and are included in the policy document and at the end of this handbook. Guests must be accompanied by an owner or resident at all times. Anyone under the age of 16 who uses the lake must be accompanied by an adult owner, resident or authorized guest. All boats require a wearable floatation device for each person on board. Boats must be stored off-site or in the garage. Anyone who fishes (whether an owner or a visitor) must have a valid fishing license.

### **Trash Collection**

Effective October 2017, MECA contracted with Fishers Disposal for trash pickup on Friday mornings. Place trash curbside Thursday evening for early morning pickup. Recycling is collected on the first Friday of each month for participating Units. Single stream recycling, as collected early morning, is available upon request at an additional charge to the owner of \$10/month, billed through their Paradigm account. Recycling containers MUST be kept in the garage to avoid being visible from the street. If you are going away, please arrange to have a neighbor put out your trash on Thursday evening and put can(s) away appropriately. Fishers will pick up on most holidays, unless notified otherwise. The charge for trash pickup is paid by Unit owners through their monthly dues with the expectation that each Unit will put out 1 can/week for collection (not to exceed 50 gal.). Multiple containers or bags will be considered a "can," so consolidate your trash into one container when possible. Fishers will invoice Paradigm for excess items are put out for trash removal, and Owners are then billed through their Paradigm account. It is the responsibility of the Unit owner to see that their refuse is properly bagged or placed in a trash can by the curb. If it is possible to secure your lid to the can, please do so. We encourage residents to use secure sanitary containers or cans, when possible, especially in windy weather. If you have trash that is not in a can, please make sure that it is secure and does not contain foodstuffs. Also be aware that there have been times during heavy snow cover when large birds or animals (including bears) have scavenged bagged material looking for food.

### **Conclusion**

Again, welcome! The MECA Board hopes that you will find this handbook useful in your transition to Millward. We should note that the material included in the handbook is not exhaustive. You should read Millward's Declaration, By-Laws, and Board policies thoroughly when you purchase your Unit, and you should refer to them when questions arise. However, do not hesitate to contact Board members as included in the directory, if you need additional help in interpreting rules and procedures at MECA.





## **Appendix I: MECA's Legal History**

In anticipation of developing Millward Estates, partners Christopher Clemens and Norman Harris filed Bylaws for Millward Estates Condominium in 1986. The Bylaws allow for amendments by a majority of Unit owners.

On May 18, 1987, a Declaration of Condominium was filed in Union County to establish the Millward Estates Condominium Association community with Buildings 100 and 300. In March, 1988, Christopher Clemens acquired title to Millward Estates from the Clemens-Harris partnership.

The first amendment to the Declaration was filed in March, 1988. This first amendment submitted the Declaration to the Pennsylvania Uniform Condominium Law and added Buildings 500 and 700 to the MECA Declaration of Condominium. The second amendment to the Declaration was filed in April, 1988 and added a gazebo to the Common Elements of MECA Declaration of Condominium.

The third amendment to the Declaration was filed in November, 1988. This amendment altered the interests in Common space held by the Units and added Buildings 200 and 900 to the MECA Declaration of Condominium. The fourth amendment to the Declaration was filed in September 1990 and added cul-de-sacs and private storage buildings (which were classified as "need not be built") to the MECA Declaration of Condominium.

A fifth amendment to the Declaration was approved in May of 1991. However, given its significance to the operation and financing of Millward, the history of this amendment needs extensive treatment. In early 1991 the MECA Executive Board uncovered significant exterior maintenance problems with multiple Units. A majority of the Unit owners voted to share equally (as a community) the financial responsibility of maintaining all building exteriors. On May 22, 1991, the "Fifth Amendment to the Declaration of Condominium" was

approved by a majority (but not 100%) of the Unit owners. This Amendment allowed the MECA Executive Board to “declare such Limited Common Elements as Common Elements if all similar Limited Common Elements shall be replaced at a Common time or pursuant to a Common plan.”

Specifically, the Amendment converted exterior portions of the condominium building (walls, exterior trim, roofs) from Limited Common Elements to Common Elements. Repairs to these exterior portions were to be paid for with monthly dues and/or universal assessments in equal shares for all Unit owners—even if certain individual Units were not in need of repair at the time of the assessment.

In August of 1994, all MECA Unit owners were assessed by the Executive Board to replace rotten boards on some but not all of the Units. One of the MECA Unit owners contested this assessment on the grounds that since this particular owner's Unit was not in need of repairs (and in his/her opinion, would never need a similar repair), he/she should not have to pay a share of this assessment.

According to the Pennsylvania Uniform Condominium Act, which governs all Pennsylvania condominiums and supersedes any MECA Declarations or Amendments, no amendment may change the boundaries of any Unit, the Common Element interest **or the Common expense liability** (emphasis added) without the **unanimous** consent of the Unit owners. (*68 Pa.C.S.A. Section 3219*). Although MECA as a community was legally permitted to redefine Common and Limited Common Elements, the Fifth Amendment could only be passed by the unanimous consent of all Unit owners. Accordingly, after months of costly litigation, on April 10, 1996, the Pennsylvania Court of Common Pleas struck down the Fifth Amendment as a violation of the Condominium Act due to the lack of unanimous consent of all MECA Unit owners. On August 28, 1997, after an appeal by MECA, the Pennsylvania Superior Court upheld the decision of the Court of Common Pleas. MECA could no longer rely on its Fifth Amendment to assess all Unit owners equally for repairs to Limited Common Elements.

In December of 1997, frustrated with the legal outcome of the litigation, the majority of the MECA Unit owners voted to pass “The Sixth Amendment to the Declaration”. This Amendment, which again attempted to reclassify Limited Common Elements as Common Elements, failed to garner unanimous support by three votes.

The implications of the failure of the fifth and sixth amendments are significant to the financing of repairs at Millward. In the absence of an amendment to the contrary, MECA must comply with The Uniform Condominium Act when collecting monthly dues and assessments. **MECA cannot legally pay for Limited Common Elements with Common Element monies (such as monthly dues) unless 100% of our Unit owners agree to do so in a formal amendment to the original Declaration of Condominium. Accordingly, maintenance and repair of Limited Common Elements must be paid for by assessing the four Unit owners in the building involved. The formula for such assessments, as noted in the body of the handbook, is 27% for each three-bedroom Unit and 23% for each two-bedroom Unit respectively.**

The sixth amendment to the Declaration was filed in January, 2006. This amendment altered the interests in Common space held by the Units and added Building 400 to the MECA Declaration of Condominium.

The seventh Amendment to the Declaration was filed on January 13, 2023. This amendment limits rental of units to specific criteria based on owner occupancy.

## **Limitations on the Future Development of MECA**

To see our future, it helps to understand our past. Specifically, in 1987, the original Millward Estates development plan was submitted by the Clemens-Harris partnership and approved by the Kelly Township Supervisors. The original plan specified a total of 12 buildings, each building containing four Units. Before the development could be completed, Clemens filed for bankruptcy, leaving Unit 402 unfinished and a partial foundation for what would have been the eighth building (the 600 building) to the east of the 400 building. West Milton State Bank was the lead bank among the secured creditors and held a significant unpaid mortgage on the assets of Christopher Clemens, including among them, the residual rights of the Millward Estates development.

In early 2003, the MECA Board was contacted by Pete Matson, Esq., General Counsel and Director of West Milton State Bank, to negotiate the future of the “undeveloped” portion of Millward Estates. West Milton State Bank took the position that the residual land, which was never fully developed according to the original plan, represented an asset which could be sold through the bankruptcy court to a developer who could then build out the remaining five un-built Units. The residual land is located on the west side of our lake and also adjacent to Lakeside Drive across from the 500, 700 and 900 buildings. The proceeds from the sale of the residual land could then go to the secured creditors (West Milton State Bank among them) and the developed land could later be contributed to MECA through a new development plan and a revised declaration of condominium.

MECA hired outside counsel Daniel Clement to represent our interests against West Milton State Bank. According to Mr. Clement, the original MECA Declaration of Condominium specified that any development must be completed according to the development plan within a seven-year period, or the rights to develop under the original plan would expire and any residual land would revert back to MECA. Since the plan was submitted in 1987, the development rights expired in 1994 and all remaining development potential (and value) of the residual land became part of the Common Elements of MECA.

In June 2003, the trustee for the Clemens Bankruptcy Estate moved to abandon the balance of the residual land at Millward Estates, and West Milton State Bank did not object. This action by the Bankruptcy Court ended all negotiations with West Milton State Bank and reaffirmed MECA’s legal position that the residual land is part of the MECA’s Common Elements.

If the residents of MECA decide to develop this residual land, the unanimous consent of all Unit owners would be required. Specifically, Section 3219(d) of the Pennsylvania Uniform Condominium Act states that unanimous consent of all Unit owners is required to “create or increase the number of Units.” Therefore, the Common Elements of MECA can never be developed without the unanimous agreement of 100% of all Unit owners.

## **Appendix II: Chart on Maintenance Responsibilities (Financial)**

<b>Items</b>	<b>General Common Elements Under Association Responsibility</b>	<b>Limited Common Elements Under Building Responsibility</b>	<b>Unit Responsibility</b>
Land, yards, and plantings thereon	All except annual and perennial flowers planted by Unit owner	--	Annual and perennial flowers planted by Unit owner
Lake dam, aerators and fountains, bridges over swales, and gazebo	All	--	--
Garden walls in front and side of buildings, trellises at rear of 200 and 400 buildings	All	--	--
Mailboxes, driveways, sidewalks and front wall light fixtures	All, except in case of negligence	--	--
Exterior building walls, including: insulation, framing, siding, wing walls, caulking and trim around doors and windows	--	All	Propane canister enclosures; building additions on LCE footprint
Roof	--	All	--
Unfinished space under roof but outside Unit (including heating Unit room in 100 and 300)	--	All	--
Chimney/fireplace	--	Chimney exterior beyond flue	Fireplace and fireplace insert; chimney flue and cap
Gutters and downspouts	--	All	--
Cement slab and foundation	--	All	--
Decks, planters on 2 <sup>nd</sup> floor middle Unit railing, and front stoops	--	All	--
Unit interiors, including storage attics over garage and storage closets accessed outside (off decks of middle Units; at end of end Units)	--	--	All portions, including interior walls, floors, ceilings and their coverings. Interior doors. Appliances, fixtures (incl. tubs, sinks, faucets) and cabinets. Registers

			and air return grills.
Vents	--	Vents and grills over garage (circular), attics (triangular), and in wing walls	Dryer vent and grill
Windows and screens	--	--	All, including their hardware and accessories.
Doors and screens			All interior and exterior doors, their hardware and accessories. Includes storage closet doors, garage door, sliding glass door/ screen, exterior front door/ screen.
Garage	--	Maintenance, repair and replacement for exterior siding, framing, roof, slab and foundation.	Interior walls, floors, ceilings, interior and exterior garage doors and their hardware and accessories.
Electrical & related systems & components	Electrical systems serving the fountains and gazebo.	--	All, for items serving only one Unit, except where the damages result from the act of another Unit owner in which case that particular Unit owner is responsible. Includes wiring, switches, receptacles, fixtures, and lights (including lights over front stoop and on exterior wall by deck).

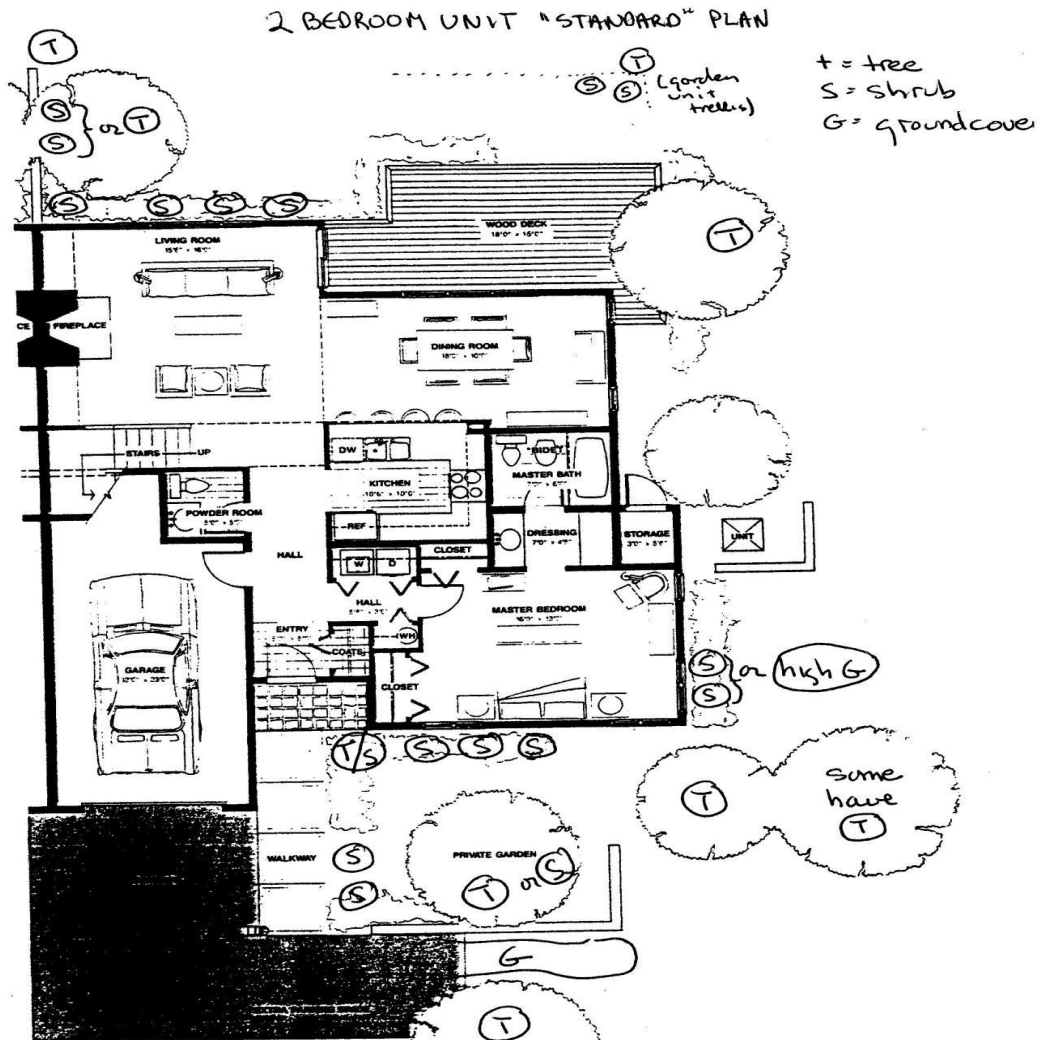
			Meters and utility connections within building but outside of Unit.
Heating and cooling systems including components thereof.	--	--	All for items serving only one Unit. HVAC including heat pump, furnace, duct work, and meters and utility connections of Unit within building but outside of Unit. <b>Board approval required for changes, replacements or updates to units</b>
Water system (hot and cold)	All pipes and components running from curb box to Unit shut-off valve.	--	All portions of Unit's hot and cold-water system within Unit and within Building including fixtures & appliances attached thereto. Outside spigots.
Sewer system	All pipes and components running from sewer-authority installation to Unit connection	--	All portions of sewer system and components thereof within the Unit.
Other utilities	--	--	Telephone wires, computer and TV cable, wiring to satellite dish, fireplace propane tanks and connecting pipe to fireplace, except where the damages result



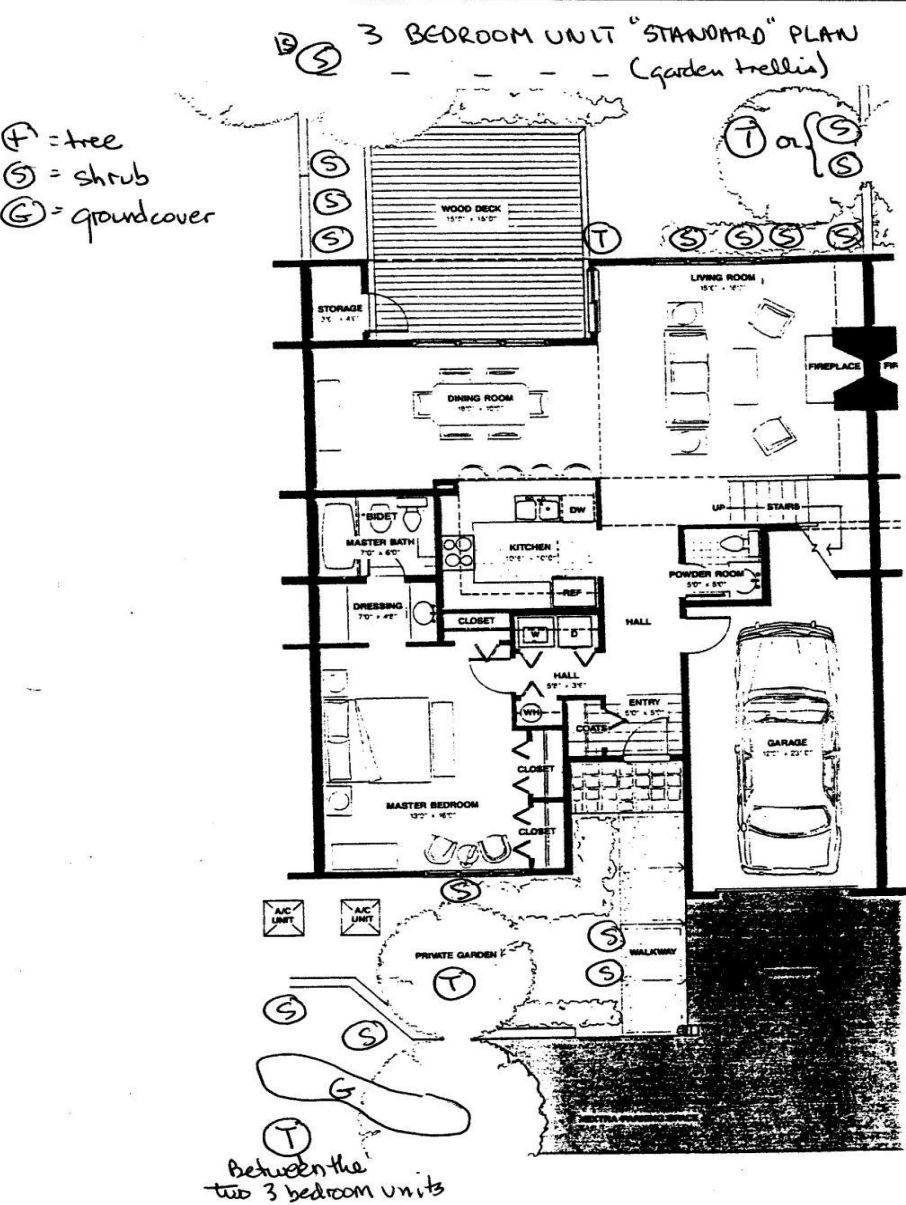
			from the act of another Unit owner in which case that particular Unit owner is responsible.
<p>Damage caused by wildlife:</p> <p>Expense of trapping and removing animal and expense of repairing structural damage</p>	<p>Land (including ground below first-floor decks), yards, plantings (except flowers planted by unit owners), garden walls, gazebo, mailboxes, and other CE areas and structures as specified in Maintenance Responsibilities Policy.</p>	<p>Exterior walls, gutters and downspouts, cement slab and foundation, decks, and other LCE areas and structures as specified in Maintenance Responsibilities Policy.</p>	<p>Unit interiors, garage, storage area over garage, vents, windows, doors, flowers planted by unit owners, and other unit areas and structures as specified in Maintenance Responsibilities Policy.</p> <p>Note: If an animal is not causing damage, but a Unit owner considers it a nuisance and wants it removed, the owner will cover the cost of trapping and removal.</p>

## Appendix III: MECA's "Standard" Landscape Plans

### Standard Landscape Plan – 2 Bedroom Unit



# Standard Landscape Plan – 3 Bedroom Unit



## **Payment Options for your Association Fees**

Paradigm Properties Group offers the **Owner Web Portal**, a convenient online platform designed to make managing your Millward Estates Condominium Association account easier. By registering for the portal, you'll gain access to a variety of payment options

To Register your Unit under Paradigm Properties Group Association Management, please go here:  
<https://ppg.cincwebaxis.com/>.

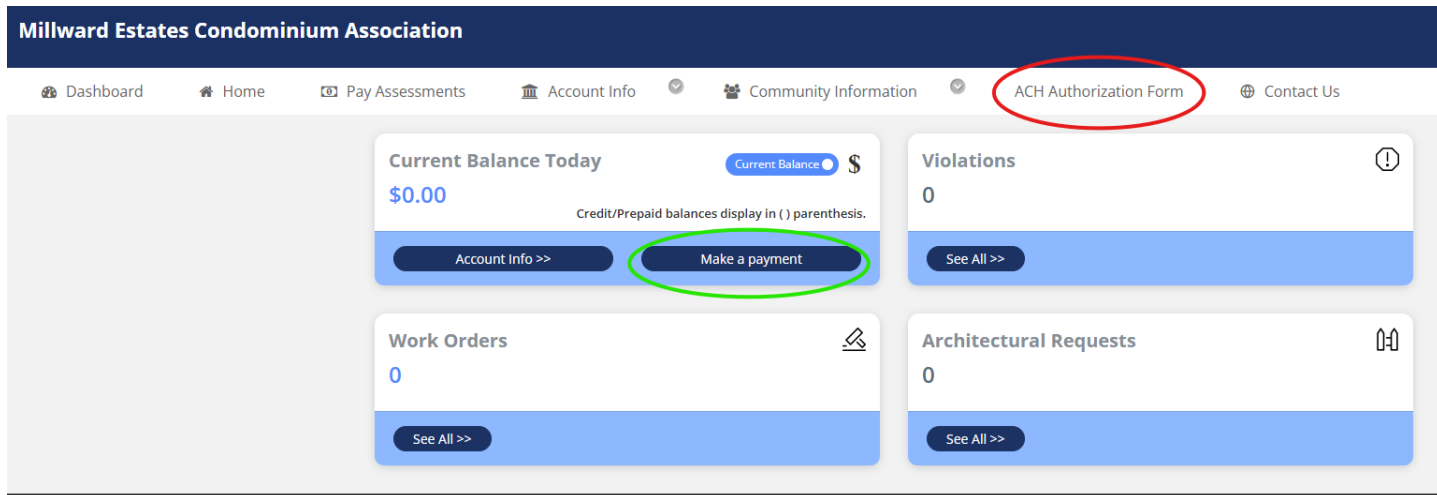
Please follow these procedures:

- Click Sign In at the upper right corner of this window.
- Click Create Account at the bottom right.
- Input your property information into the form.
- Your registration request will be reviewed by the management office.
- Once your registration is confirmed, you will receive an email (from [donotreply@cincsystems.net](mailto:donotreply@cincsystems.net)) with a link to set your password for your new login id.
- Check your Junk Mail frequently if you have filters that may prevent this email from reaching your Inbox.
- Once you reset your password, you may log in using your email address and your new password.

**ONLINE** Payments may be made through your Owner Web Portal with one of the following options:

1. **Automatic ACH Payment** on the first business day of each month of your full balance due at no additional cost to Owners. Please note that by agreeing to this payment method, Owners are responsible for ensuring that funds are available on the first business day and must cancel with Paradigm Properties Group in writing or by email ([INFO@RentPPG.com](mailto:INFO@RentPPG.com)) no later than 7 days prior to the next posting day.

You can sign up for Automatic ACH by completing the **ACH Authorization Form** as shown in **Red** below on your Owner Web Portal following registration.



2. **One-Time EFT or Credit Card Payments** (**FEES APPLY**) are available through your Owner Web Portal as shown above in Green (**Make a payment**) where Owners can remit one-time online payments at any time, set up recurring payments at a date and amount that best works for the Owner. This option will have transaction fees from the provider of \$2.99 per EFT (bank account) payment or fee of 3-4% of the payment amount per Credit Card transaction based on your card type.

#### **US Mail or Bank Payments:**

Written by you, or sent directly through your bank payment portal at your request, a check can be made payable to:

**Millward Estates Condominium Association**  
**c/o Paradigm Properties Group**  
**PO Box 25356**  
**Tampa, FL 33622**

Our local office at State College can also accept payment by check or money orders (no cash accepted in office) during our normal business hours or in our secure DropBox at our front office door. Our office is located at  
**2029 Cato Avenue**  
**State College, PA 16801**

This is in the Cato Office Park to the upper level of building C to the right upon entry into the office park, there are multiple guest parking spaces out front and our bright blue Paradigm sign indicating the office.

If you have any questions about the payment options, your Association financial matters, or anything additional; please don't hesitate to contact your Association Manager (Caitlin Smith) or Paradigm Properties Group at [INFO@rentppg.com](mailto:INFO@rentppg.com) or 814-308-9602!

## **Millward Estates Condominium Association**

Lakeside Drive, Lewisburg, Pennsylvania 17837

### **USE OF THE LAKE**

(Adopted by MECA Executive Board January 10, 2006; Revised July 23, 2008; Revised April 25, 2018;  
Revised February 20, 2019)

Owners, residents, and their authorized guests may use the lake for only two recreational activities: fishing or boating. A liability waiver must be signed in advance by each user. Such liability forms may be obtained from any Executive Board member or from the policy document on the MECA website at <https://millwardestates.wixsite.com/meca> and must be filed with the MECA Secretary.

Anyone under the age of 16 must be accompanied at all times by an adult owner or resident who has also signed the liability waiver.

**An authorized guest is defined as an individual personally known to an owner or resident and who has permission from the owner or resident to use the lake on a specified date. A current owner or resident must accompany the authorized guest(s) at all times during the latter's use of the lake for recreational purposes. The accompanying owner or resident need not be the particular owner or resident who granted permission and signed the authorization/liability waiver.**

**Owners are requested to NOT invite the general public to use the lake due to liability issues. In addition, owners are required to sign the guest authorization waiver acknowledging that their permission to use the lake has been explicitly given.**

Anyone authorized to fish in the lake – including Unit Owners and any members of a Unit Owner's family when permanently residing at Millward Estates – must have the appropriate Pennsylvania fishing license. Anglers are encouraged to release fish back into the lake.

The responsibility of the Executive Board and Unit Owners with regard to the license requirement is limited to informing prospective fishermen/women of this requirement.

Motors may not be used on boats. All boats require a wearable flotation device for each person on board. Boats may not be stored on the shore and land of the property; they must be stored off site or in the garage.

(Note: A copy of the liability waiver to be completed and submitted to the MECA Secretary is attached. This liability waiver must be completed in accordance with the policy stated above prior to using the lake for permitted activities only.)



**MECA RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK  
AND INDEMNITY AGREEMENT**

I have received a copy of the lake use policies and hereby agree to all provisions contained within.  
\_\_\_\_\_ (initials)

IN CONSIDERATION of permitted recreational access to the lake at Millward Estates Condominium Association, the undersigned, for himself/herself, his/her personal representatives, guests, children, heirs, and next of kin:

1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Millward Estates Condominium Association, its directors, officers and residents, all for the purposes herein referred to as "Releasees," FROM ALL LIABILITY, TO THE UNDERSIGNED, guests, representatives, assigns, heirs and next of kin for any and all loss or damage, and any claim or demand thereof on account of INJURY to the person(s) or property or resulting in DEATH of the undersigned or guests, whether caused by negligence of the releasees or otherwise.  
\_\_\_\_\_ (initials)
2. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST he or she may incur arising out of or related to recreational access to the lake WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.  
\_\_\_\_\_ (initials)
3. HEREBY ACCEPTS THE RISK AND ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to recreational access to the lake WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.  
\_\_\_\_\_ (initials)
4. I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.  
\_\_\_\_\_ (initials)

GUEST SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

Printed name \_\_\_\_\_ Phone number \_\_\_\_\_

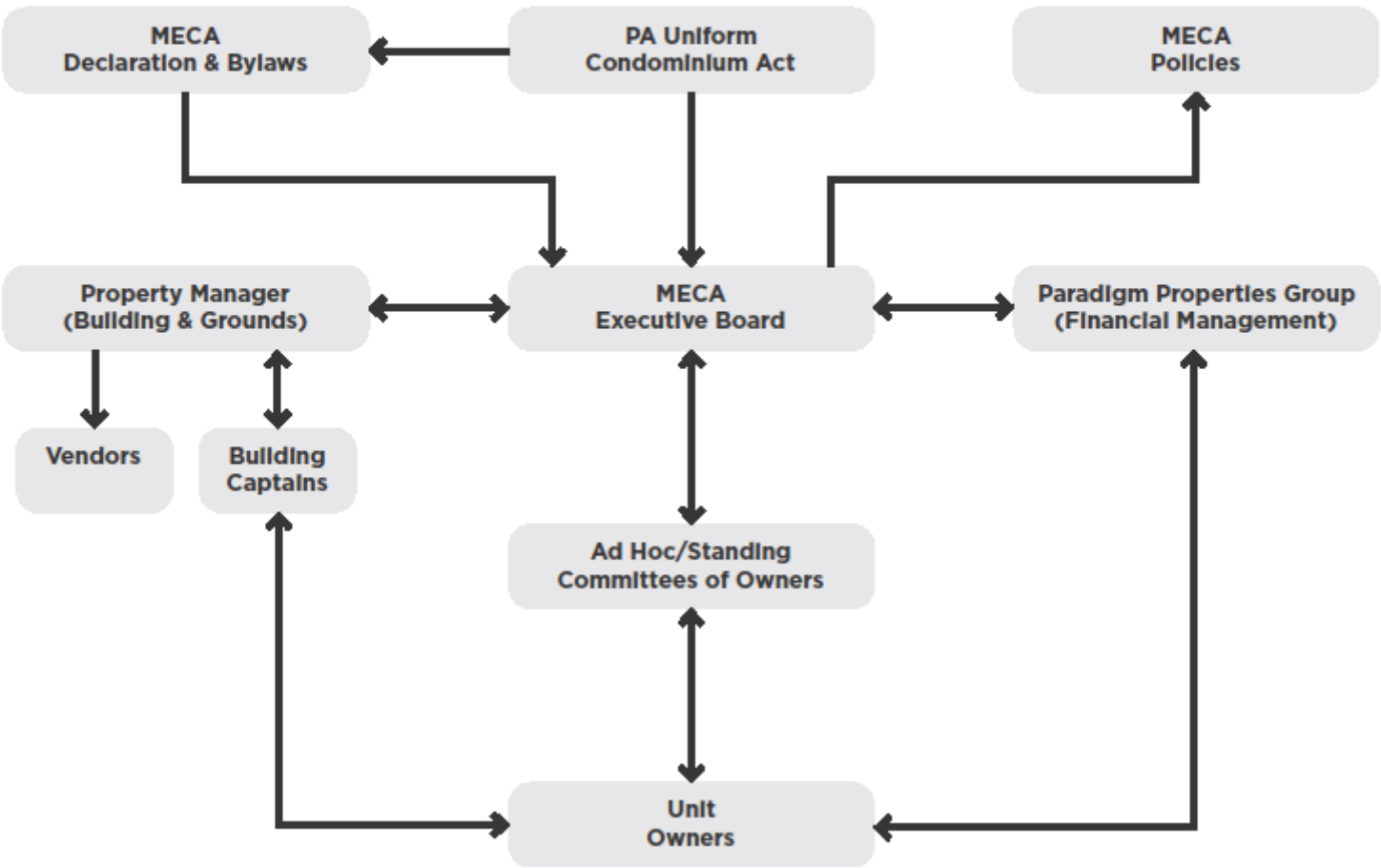
Guest address \_\_\_\_\_

PARENT SIGNATURE (Guest under age of 18 years old) \_\_\_\_\_

Printed name \_\_\_\_\_ Phone number \_\_\_\_\_

AUTHORIZING UNIT OWNER OR RESIDENT SIGNATURE \_\_\_\_\_ Unit \_\_\_\_\_ Date \_\_\_\_\_

**Millward Estates Condominium Association (MECA) Organizational Chart**



## **Millward Estates Condominium Association**

### **Pennsylvania Uniform Condominium Act (adopted 1980)**

Governs the formation and operation of condominiums in the Commonwealth. Aspects covered include: creation, management and termination of condominium associations.

<https://www.hopb.co/pennsylvania-uniform-condominium-act>

### **MECA Declaration\***

Legal document filed with the Commonwealth that established the Millward Estates Condominium Association development, its governing structure and responsibilities.

### **MECA Bylaws\***

Defines the operating processes and practices for both the *MECA Executive Board* and *Unit Owners* and residents.

### **MECA Executive Board**

Comprised of the President, Vice President, Treasurer and Secretary who enact decisions on behalf of the *Unit Owners* that maintain or enhance the community in adherence to the MECA's *Declaration*, *Bylaws* and policies.

### **MECA Policies**

Regulations, rules, procedures and practices adopted by the Executive Board to clarify the operation of the Association

### **Paradigm Properties Management [www.rentppg.com](http://www.rentppg.com)**

Professional property management company that collects monthly Association dues, issues assessments for common and limited common element projects, and oversees the Association's finances, including the Capital Reserve Fund, binding of insurance and resale of Units.

### **Property Manager – Nathan H. Clemens & Associate**

Oversees building and grounds maintenance concerns in addition to Capital Reserve Fund projects with the support of the *Building Captains*. Solicits competitive bids from qualified vendors for approval by the *MECA Executive Board*.

**Building Captains (one per building)**

Compiles building maintenance requirements to share with the *Property Manager* who assesses the need.

**Ad Hoc/Standing Committees**

Owners appointed to assist the *MECA Executive Board* with its functions. Can include Building, Grounds, Finance, Communication, Social and Governance. Owners may serve on Committees at the Board's discretion and may be asked for or may provide input to Committees.

\*Complete document can be found on MECA website: <https://millwardstates.wixsite.com/meca>

**Millward Condominium Association Terminology****Capital Reserve Fund**

These funds, which are held in a separate bank account, are to be used for the establishment, improvement or replacement of Common Elements only. Unit Owners remit payment monthly in addition to monthly dues.

**Common Element (CE)**

Common Elements at MECA include land, yards and plantings, dam and its mechanisms, lake, fountains and aerators, gazebo, swale bridges as well as mailboxes, driveways, sidewalks, garden walls, and garden trellises behind 200/400 buildings, The water system from the curb to Unit shut-off valve and sewer system from sewer authority-owned installation to Unit connection are also Common Elements. Common Element cost projections are included in the annual budget and are paid by monthly dues and/or Common Element assessments.

**Limited Common Element (LCE)**

The exterior portions of buildings, including siding, framing and trim, insulation, wing walls, chimney exteriors, roofs, gutters and downspouts, vents and grills over garage and attics and wing walls, cement slab and foundation, front stoop, and ground and second story decks and planters are designated as Limited Common Elements. The expenses for Limited Common Elements are paid for by an assessment on a building-by-building basis.