

DECLARATION

ARTICLE 1: DEFINITIONS

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

Section 1. “Building” means the twelve (12) unit dwelling structures, as well as improvements comprising a part thereof, as are the subjects hereof, and which has been and will be constructed on the property.

Section 2. “Code of Regulations” means those so designated, and as are or intend to be publicly recorded under the Act, and as pertain to the subject property of this Declaration, and includes such amendments thereof as may be adopted from time to time, all of the same being deemed to be a part hereof as if attached hereto.

Section 3. “Common Elements” or “Common Areas” means and includes:

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

Section 4. “Limited Common Elements” or “Limited Common Areas” means all those areas designated in this Declaration or the Declaration Plan or by resolution of the Council as reserved for the use of certain Unit or Units to the exclusion of other Units. Such right of use may be reserved as an interest appurtenant to a particular Unit or Units, but in all other respects shall be and remain Common Elements or Common Areas.

Section 5. “Common Expenses” means and includes:

- a. Expenses of administration, maintenance, repair and replacement of the Common Elements.
- b. Expenses agreed upon as common by all the Unit Owners.
- c. Expenses declared common by the provisions of the Act, or by this Declaration or of the Code of Regulations.
- d. Expenses duly declared common by the Council pursuant to the provisions of this Declaration or of the Code of Regulations; and as provided under any amendments made to said Act or instruments.

Section 6. “Council”, as provided by said Act, means a board of natural individuals of the number stated in the Code of Regulations who are residents of Pennsylvania, who may or may not be Unit Owners, and who shall manage the business, operations and affairs of the Property on behalf of the Unit Owners and in compliance with the Act.

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

Section 8. “Declaration Plan” means a professionally prepared plan of the Property under §3205 & 3206 of the Act. Said Plan is recorded or to be recorded, and a copy thereof is available for inspection at the office of declarant.

Section 9. “MAPLEWOOD, a Condominium” or “Association” means all of the Unit Owners in the buildings, bound individually and as a group pursuant to this Declaration and to the Code of Regulations.

Section 10. “Majority” or “Majority of the Unit Owners” means the owners of more than fifty (50%) percent in the aggregate of ownership in the Common Elements, tabulated according to votes so based and assigned in Exhibit "B" under Article 3, Section 4.

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

Section 12. “Property” means and includes the land, the building, all improvements thereon and therein, and all easements, rights and appurtenances belonging thereto, which are represented in the Declaration Plan and are declared by this instrument to be submitted to the provisions of the Act.

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

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

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

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

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

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

ARTICLE 2: NAME AND DESCRIPTIONS

Section 1. Name

The name by which the Property will be known is “MAPLEWOOD”. The name under which the business operation and affairs of the Property and Unit Owners shall be managed on behalf of the Unit Owners is “MAPLEWOOD, a collectivity of Unit Owners under the Pennsylvania Uniform Condominium Act”.

Section 2. Description of Property

The property herewith submitted to the condominium form of ownership under the Act is described on Sheet No. 1 of the Declaration Plan, as MAPLEWOOD, a Condominium, and is also legally described as is set forth on Exhibit "A", attached hereto as a part hereof.

ARTICLE 3: UNITS AND COMMON ELEMENTS

Section 1. Identification of Units

The Property consists of Units and Common Elements shown on the Declaration Plan professionally verified in accordance with Section 3205 of the Act. Each Unit is identified on the Declaration Plan by the Unit Designation assigned to each Unit. The Declaration Plan is or is to be recorded in the Office of Recorder concurrently with the recordation hereof and of the Code of Regulations referred to below. For any and all purposes, each Unit may be identified and shall be deemed fully and accurately described solely by reference to the letter and number designed on the Declaration Plan.

Section 2. Description of Units

Each Unit is intended for independent residence use and consists of the following portions of a building:

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

The following portions of a building are not included in the above:

1. All pipes, dusts wires, cables, passageways or conduits as may be of service to more than one unit or to common elements.
2. All items of service, use or benefit to more than one unit.

Section 3. Description of Common Elements

The Common Elements are as defined above and consist of all parts and portions of the Property not included in units, and not including such portions of the Property or rights therein as are otherwise owned and reserved. The Common Elements specifically

include all items of service, use, or benefit to more than one unit and as so designed, installed, and provided by Declarant, or by the Council.

Section 4. Interest in Common Elements

Each Unit Owner shall own an undivided interest in the Common Elements (expressed as a percentage) allocated to the respective Unit owned by such Unit Owner as set forth in the Schedule attached hereto as Exhibit "B" and incorporated herein by reference. Such ownership runs with title to each Unit and may not be separated therefrom; provided, however, that the proportionate undivided interest in the Common Elements (expressed as a percentage) may be altered by the recording of an amendment to this Declaration, duly executed by all Unit Owners affected thereby. The total of all such undivided interests shall be 100 percent in the aggregate.

Section 5. Special Uses

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

Section 6. Easements

- a. Each Unit Owner shall have an easement in common with all other affected Unit Owners to use all pipes, wires, ducts, cables, conduits, utility lines and other Common Elements serving his Unit and to any extent located in any other Unit, and such easement shall include also having the facility in place, and the servicing, maintaining, and replacing of same, and each Unit shall be subject to like easement in favor of all other affected Unit Owners.
- b. Each Unit shall have an easement to the extent necessary for structural support over every other affected Unit and over each to the extent necessary, shall be subject to such easement for structural support.
- c. The Property and all parts thereof are subject to reservation of coal and mining rights, oil and gas leases, rights of way, easements, covenants, restrictions or conditions as may be set forth in prior instruments of record, and to right of way for utilities now or hereafter established or granted by Declarant or by the Council. The property is subject to perpetual rights of way over prescribed common roadways for ingress and egress to Common Elements and to Units as necessary and convenient, but which, unless and until dedicated and accepted as public roads, shall be subject to the regulations and control of the Council for the good of the Unit Owners.

ARTICLE 4: USE, PURPOSE, AND RESTRICTIONS

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

Section 1. Unit Restrictions

No Unit may be divided or subdivided into a smaller unit, nor may any portion of any Unit be added to or incorporated into another Unit, nor any portion than all thereof sold or otherwise transferred without first amending the Declaration to show the changes in the Units, to be affected thereby.

Section 2. Residential Use

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

Section 3. Use with Care

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

Section 4. Leasing

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

Section 5. Use of Common Elements

The Common Elements or Common Areas may be used by all Unit Owners and/or tenants, their families, guests, and invitees, subject to the Code of Regulations and such rules and regulations as may be established by the Council. Each Unit Owner may use

the Common Elements in accordance with the purposes for which the Common Elements are intended without hindering or encroaching upon the lawful rights of other Unit Owners, and subject to the provisions hereof, the Code of Regulations and the Rules of the Council.

Section 6. Access to Public Roads

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

Section 7. Maintenance and Repair of Common Elements

The maintenance and repair of Common Elements and the making of additions or improvements thereto shall be carried out only as provided under the Code of Regulations, established and adopted pursuant to the provisions of Section 3307 of the Act and recorded or to be recorded, as aforesaid, and as the same may be duly amended from time to time.

ARTICLE 5: COMMON EXPENSES

Section 1. Condominium Expenses

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

Section 2. Special Expenses

Where in the judgment of the Council it is determined that an expense is peculiar to and of special benefit to only certain Units, one or more, and is not foreseeably to be repeated generally throughout the property, it shall make a special assessment on such account against only such Units as are so affected, and the same shall be subject to the foregoing provisions of Section 1, hereof, like any other assessment. The provisions hereof shall be applicable under Article 7, Section 1 (e) below.

ARTICLE 6: ENCROACHMENTS

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

ARTICLE 7: EASEMENTS

Section 1. Unit Owners and Council

- a. Each Unit Owner, as needed, shall have an easement in common with all other affected Unit Owners to have, use and repair, or to have repaired or replaced, as necessary, all pipes, wires, ducts, cable conduits, chimneys, public utility lines and other elements in any way located in any Unit or forming any part of the Common Elements. In addition, each Unit shall be subject to, and shall have, such easements of support and shelter from, under, against and over such other Units, as may be necessary for the soundness and quiet enjoyment of each Unit, and as may be necessary for the soundness and needs of structural Common Elements.
- b. The Council shall have the right to reasonable access to each Unit to inspect the same, and to provide for removal of violations therefrom and generally to the extent set forth under the Code of Regulations, and to provide for service, maintenance, repair or replacement of Common Elements as necessary; and to service, maintain, repair, and replace such other equipment or elements as may be the responsibility of the Council.
- c. All repair work contemplated by this Article shall be performed solely through the Council; provided, however, that nothing contained herein shall be construed to prevent the levying of a special assessment and/or charge on one or more Unit Owners for work performed in relation to the easements provided and referred to herein.
- d. All such easements shall run with the land and inure to the benefit of and be binding upon the Council, each Unit Owner and each mortgagee, lessee, occupant, or other person having any interest in any Unit or in Common Elements.
- e. Assessments, as special assessments under Article 5, Section 2, above, shall be made by the Council after it determines that one or more Unit Owners are responsible for the problem or problems which necessitated the work performed.

ARTICLE 8: COUNCIL AND VOTING

Section 1. First Council Members

The names of the first members of Council are: Janos Koltay, President, Francis Waresak, Secretary-Treasurer. They shall serve until their successors have been elected at the first annual meeting of the Unit Owners, held pursuant to the Code of Regulations, and after Deeds have been recorded, placing title to at least 75 percent of the Units in the names of owners other than Declarant. Should any of the above-named die, resign, or otherwise become unwilling or unable to serve as members of Council, the remaining members shall elect a successor or successors to serve for the balance of the term.

Section 2. Voting

Each Unit Owner is automatically a member of the Association. Upon termination of his ownership of a Unit, his membership thereupon automatically terminates and thereupon transfers and inures to the new Unit Owners, each Unit Owner shall be entitled to the same number of votes as are assigned to his Unit hereunder and under any amendments hereto. The first such meeting of Unit Owners shall take place in accordance with Section 1 of this Article and with the provisions of the Code of Regulations.

ARTICLE 9: SEPARATE MORTGAGES, TAXES, UTILITY CHARGES

Section 1. Mortgages

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

Section 2. Taxes

It is understood that real estate taxes are to be separately taxed to each Unit Owner for his Unit and his undivided percentage of ownership in the Common Elements.

Section 3. Utilities

Each Unit Owner shall pay for his own telephone, electricity, and/or other utilities which are separately metered or billed to each user by the appropriate utility company. Utilities not separately metered or billed may be treated as part of the Common Expenses or in the event the said utility services are supplied to some Units but less than all Units, then Council may reasonably prorate these charges over the Units using such services, and require such Unit Owner to pay his prorata share of such charges, which shall become a charge or lien against the Unit, enforceable under Article 5, Section 2, above. The decision of the Council to prorate, and its determination of prorate shares and charges shall be final and binding on all.

Section 4. Water Service

- a. Each Unit Owner shall pay for his own water service, it being understood and agreed as a condition of this Declaration of Condominium that failure of any individual owner to pay for water service could result in the termination of water services to him or his Condominium Unit by the State College Borough Water Authority. It is understood as a condition of this Declaration of Condominium that each individual Unit Owner shall make payment promptly and when due of all charges due the State College Borough Water Authority.
- b. It is understood that the responsibility and jurisdiction of the State College Borough Water Authority for maintenance ends at the curb stop of the Authority, which shall be located in the public right-of-way adjacent to the private property line of the common elements. The service lines and shut off valves shall be maintained as further specified in this Declaration and in the Code of Regulations of Maplewood intended to be recorded in the Office of the Recorder of Deeds of Centre County, Pennsylvania, with this Declaration.
- c. It is understood and agreed that all properties are under and subject to an Agreement between Declarants and the State College Borough Water Authority, granting the Authority an easement in the Common Elements and on each and every lot for the purpose of access to shut off water valves for the purpose of reading, repairing and replacing water meters on such lots.

ARTICLE 10: INSURANCE

Section 1. Hazard Insurance

The Council shall procure physical damage insurance on all of the real and personal property owned by the Association in the common elements, and on all Units, including improvements and betterments, as a Common Expense for the Association as the named insured.

- a. Insurance replacement cost on the buildings and units providing for minimum perils of fire, extended coverage, vandalism and malicious mischief. At the discretion of the Council, broader peril coverage may be provided.

- b. Losses shall be adjusted with and payable to the Council of the Association or its designee as Insurance Trustee for distribution to the respective parties as their interests may appear.
- c. Values are to be reviewed annually with inflation of values taken into consideration.
- d. Subrogation waiver to the extent of insured perils against other Unit Owners and the Association.
- e. The insurance shall not be affected or diminished as a result of other insurance carrier by a Unit Owner.

Section 2. Liability Insurance

The Council to the extent available shall obtain and maintain comprehensive general liability insurance in such limits as the Council may from time to time determine, insuring the Association, the Council, and the manager, at the discretion of the Board of Directors, and each Unit Owner for claims arising out of or in connection with the ownership, operation or maintenance of any of the property now reserved for the exclusive use or occupancy of a particular unit Owner. Such comprehensive general liability insurance shall also cover cross-liability claims of one insured against the other. The Council shall review such limits once a year.

Section 3. Allocation of Cost Insurance

The cost of the aforesaid hazard and liability insurance premiums shall be deemed a common expense, except that the charges made to unit Owners shall vary depending on whether the Unit shall contain three bedrooms, or two bedrooms, the ratio of such charges to be the same as the ratio of the floor area of the two types of Unit indicated herein, or on some other reasonable basis reflecting the difference in cost of such premiums because of the difference in size of such units, if any.

Section 4. Unit Owners' Insurance

Each individual unit Owner shall be responsible:

- a. For his own personal property coverage in his Unit and anywhere on the property and his automobiles.
- b. For any personal liability coverage desired for claims arising in connection with that portion of the property used and occupied exclusively by a particular Unit Owner.
- c. For insurance coverage for additional living expenses, if not covered by the Association policy.

Section 5. Miscellaneous Insurance Provision

All insurance shall be obtained in accordance with the following provisions:

- a. If at the time of loss there is other property insurance in the name of a Unit Owner covering the same property, the Association insurance shall be primary and not excess over such other insurance.
- b. Each Unit Owner may obtain additional insurance at his own expense, provided, however, that (i) such policy shall contain waivers of subrogation and (ii) no Unit Owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Council, on behalf of the Unit Owners, may realize under any insurance policy which the Council may have in force on the Property at any time.
- c. Any Unit Owner who obtains individual insurance policies covering any portion of the Property other than personal property belonging to such owner shall be required to file a copy of such individual policy or policies with the Council within thirty (30) days after purchase of such for any reason without at least thirty (30) days prior written notice to the Association and all holders of Permitted Mortgages on Units whose names and addresses are on file with the Insurer.

ARTICLE 11: MAINTENANCE AND ALTERATIONS

Each Unit Owner shall furnish and be responsible for, at his Own expense, all of the maintenance, repairs and replacements within his own Units. No alterations of any of the Common Elements, or any additions or improvements thereto, shall be made by any Unit Owner without the prior written approval of the Council.

ARTICLE 12: REPAIR AND RECONSTRUCTION

Damage to or destruction of the building which comprises the property shall be promptly repaired and restored by the Council using the proceeds of insurance held by the Council, if any, for that purpose, and the Unit Owners directly affected thereby shall be liable for assessment for any deficiency in proportion to their respective undivided ownership of the Common Elements: Provided, however, that if there is substantially total destruction of the building on the property and if seventy-five percent of the Unit Owners duly resolve against repair or restoration, then, and in that event the salvage of such substantially destroyed building shall be subject to partition at the suit of any Unit Owner directly affected, in which event the net proceeds of such sale of salvage, together with the net proceeds of insurance policies held by the Council as one fund shall be divided among all Unit Owners directly affected enough to pay and discharge all liens in favor of the Council against any such Unit and Unit Owners.

ARTICLE 13: UNIT SUBJECT TO DECLARATION, CODE OF REGULATIONS, RULES AND REGULATIONS

All present and future Unit Owners, tenants, mortgagees, and occupants of Units, shall be subject to and shall comply with the provisions of this Declaration, with those of the Code of Regulations, and with the duly promulgated rules and regulations adopted by the Council, and with all amendments of the same. The acceptance of a deed of conveyance or the acceptance of inheritance or the entering into a lease, or the entering into occupancy of a Unit, shall constitute agreement to be so bound and that the aforementioned instruments are accepted and ratified by each such Unit Owner, tenant, occupant or mortgagee; and that all such provisions of the aforementioned instruments shall be deemed and taken to be covenants running with the land and shall bind every person at all time having any interest or estate in such unit as though all such provisions were set forth in full in each and every deed, or inheritance, or lease, or any other relevant document.

ARTICLE 14: LIABILITY AND INDEMNIFICATION

Section 1. Liability of Members of the Council and Officers

The members of the Council and the officers and any assistant officers:

- a. Shall not be liable to the Unit Owners as a result of their activities as such for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or gross negligence.
- b. Shall have no personal liability in contract to a Unit Owner or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Council or Unit Owners in their capacity as such.
- c. Shall have no personal liability in tort to a Unit Owner or any other person or entity direct or imputed, by virtue of acts performed by them, except for their own willful misconduct or gross negligence, or acts performed for them, in their capacity as such.
- d. Shall have no personal liability arising out of the use, misuse or condition of the Property, or which might in any other way be assessed against or imputed to them as a result or by virtue of their capacity as such.

Section 2. Indemnification by Unit Owners

The Unit Owners shall indemnify and hold harmless any person, his heirs and personal representatives, from and against any and all personal liability, and all expenses, including counsel fees, incurred or imposed, or arising out or in settlement of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, instituted by any one or more Unit Owners or any other persons or entities, to which he shall be threatened to be made a party by reason of the fact that he is or was a member of the Council or an officer or assistant officer, other than to the extent, if any, that such liability or expense shall be attributable to his willful misconduct or gross negligence, provided, in the case of any settlement, that the Council shall have approved the settlement, which approval shall not be unreasonably withheld. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled as a matter of law or agreement or vote of Unit Owners or of the Council, or otherwise. The indemnification by the Unit Owners set forth in this Section 2 of Article 14 shall be paid by the Council on behalf of the Unit Owners and shall constitute a common expense and shall be assessed and collectible as such.

Section 3. Liability of Individual Unit Owners

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

Section 4. Language Concerning Liability in Agreements

Every agreement, deed, lease, or other instrument entered into by the Council on behalf of the Unit Owners shall provide that the Council and the officers or assistant officers executing the same are acting only as agents for the Unit Owners and shall have no personal liability thereunder (except to the extent, if any, that they may also be Unit Owners at the time any such liability is assessed), that any claim by the other party or parties thereto with respect thereto or to the subject matter thereof shall be asserted against the Council, which shall act on behalf of the Unit Owners with respect thereto, and that any liability thereunder or with respect to the subject matters thereof shall be borne by those who are Unit Owners at the time such liability may be assessed by the Council as a Common Expense, for which assessment each such Unit Owner shall be liable only severally to the extent of his percentage interest.

Section 5. Costs of Suit in Actions Brought by One or More Unit Owners on Behalf of All Unit Owners

If any action is brought by one or more but less than all Unit Owners on behalf of all Unit Owners and recovery is had, the plaintiff's expenses, including reasonable counsel's fees, shall be a Common Expense, provided that if such action is brought against all Unit Owners, or otherwise against all other Unit Owners or against the Council, the Officers, assistant officers, employees or agents thereof, in their capacities as such, with the result that the ultimate liability asserted would, if proved, be borne by all the Unit Owners, the plaintiff's expenses, including counsel fees, shall not be charged to or borne by the other Unit Owners, as a Common Expense or otherwise.

Section 6. Notice of Suit and Opportunity to Defend

Complaints brought against all Unit Owners, or the Council, or the officers, assistant officers, employees or agents thereof, in their respective capacities as such, or the Property as a whole, shall be directed to the Council, which shall promptly give written notice thereof to the Unit Owners and the holders of any Permitted Mortgages and shall be defended by the Council, and the Unit Owners and such holders shall have no right to participate other than through the Council in such defense. Complaints against one or more but less than all Unit Owners or Units alleging liabilities covered by Section 3 of this Article 14 shall be directed to such Unit Owners, who shall promptly give written notice thereof to the Council and to the holders of any Permitted Mortgages affecting such Units, and shall be defended by such Unit Owners.

ARTICLE 15: AMENDMENT

While the Declarant owns twenty-Five (25%) percent of the Units, this Declaration may not be amended by vote of Unit Owners, and mortgagees, subject to the restriction of the Act. Thereafter, when Declarant owns less than 25% of the Units, this Declaration may be amended, subject to the restrictions of the Act by a majority vote of the Unit Owners and Mortgagees of the Common Interests. No amendment shall be effective until properly recorded.

ARTICLE 16: REMOVAL

The property may be removed from the provisions of the Act by a written ratification, duly recorded, and executed by all Unit Owners, holders of all mortgages, judgments or other liens affecting the Units. Once the property has been removed, the former Unit Owners shall become tenants in common of the property as provided by the Act.

ARTICLE 17: INTERPRETATION

Matters of dispute or disagreement between Unit Owners or matters which require interpretation of this Declaration or the Code of Regulations or the Rules and Regulations of the Council shall be determined by the Council, whose determination shall be final and binding, on all Unit Owners.

ARTICLE 18: SEVERABILITY

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

ARTICLE 19: CAPTIONS

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

ARTICLE 20: CONFLICTS

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

EXHIBIT "A"

ALL that certain tract and parcel of land situate, lying and being in the Township of Patton, County of Centre and State of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a corner marked by an iron pin along the right-of-way of Valley Vista Drive, which point is at the southwesterly corner of the parcel herein described; thence North along the right-of-way of the said Valley Vista Drive on a curve to the right whose radius is 917.29 feet, whose delta angle is 15° 49' 35" and the arc of which is a distance of 253.64 feet to a corner marked

by an iron pin; thence South 89° 00' 43" West along Lot #8 a distance of 201.70 feet to a corner marked by an iron pin and the installation of a West Penn Power and Bell Telephone pole; thence South along the right-of-way of Galen Drive on a curve to the left the radius of which is 210.00 feet, the delta angle of which is 17° 12' 11" and the arc is a distance of 63.05 feet to a point marked by an iron pin; thence continuing South along said Galen Drive on a curve to the left whose radius is 722.29 feet, whose delta angle is 10° 51' 50" and whose arc is a distance of 136.95 feet to a corner marked by an iron pin and the installation of a West Penn Power and Bell Telephone pole; thence South 73° 10' 08" West along Lot #5 a distance of 195.00 feet to a corner marked by an iron pin and the place of beginning.

BEING Lot 6R, which is a replotted lot and which was formerly Lots 6 and 7 on the Final Plan of a Replot of Blocks 2, 3, 4 of Georgetown and contiguous lands to the Northeast prepared by Sweetland Engineering and Associates, Inc., dated November 29, 1978 and revised December 17, 1978 for J. Alvin Hawbaker. Said original plan of Lots 6 and 7 is recorded in Centre County Recorder's Office on January 15, 1979 in Plat Book 25 at Pages 43-46 and the revised plan for Lot 6R is recorded in Centre County Plat Book _____ at Page _____.

BEING part of the premises acquired by J. Alvin Hawbaker by the sources of title as set forth on the recorded plot plan and being variously from lands of Boal and lands of Kaufman.

UNDER AND SUBJECT, NEVERTHELESS, to all existing easements, conditions, restrictions and covenants of record and particularly those as set forth on the recorded plot plans.

Wayland F. Dunaway executes this deed as Attorney-in-Fact for Vera E. Hawbaker by virtue of a Power of Attorney dated November 24, 1965, and recorded in Centre County Miscellaneous Book 90 at Page 1175.

EXHIBIT "B"

UNIT #	TYPE OF UNIT	% OF OWNERSHIP IN COMMON ELEMENTS	VOTES
775	3 Bedrooms	8.33%	One
777	3 Bedrooms	8.33%	One
779	3 Bedrooms	8.33%	One
781	3 Bedrooms	8.33%	One
783	3 Bedrooms	8.33%	One
785	3 Bedrooms	8.33%	One
801	3 Bedrooms	8.33%	One
803	3 Bedrooms	8.33%	One
805	3 Bedrooms	8.33%	One
807	3 Bedrooms	8.33%	One
809	3 Bedrooms	8.33%	One
811	3 Bedrooms	8.33%	One