

BOOK 529 PAGE 966
DECLARATION

Rebored in the office for the recording

of Deeds, etc in and for Centre County, 15th

Recd
M. . . Book No. 529 at page 966.

14th day of June 1, A. D. 1990

Witness my hand and seal of office

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220 REGENT COURT CONDOMINIUM

ARTICLE I

SUBMISSION AND DEFINED TERMS

Section 1.01. Creation of Condominium. CDAI Office Centre Partnership, a Pennsylvania general partnership, hereinafter referred to as the "Declarant", owner in fee simple of the Real Estate described in Exhibit "A" attached hereto, located in College Township, Centre County, Pennsylvania, hereby submits the Real Estate, including all easements, rights and appurtenances thereunto belonging and the Buildings and improvements erected or to be erected thereon, hereinafter referred to as the "Property", 68 Pa.C.S. 3101, et seq., to the provisions of the Pennsylvania Uniform Condominium Act, hereinafter referred to as the "Act", and hereby creates with respect to the Property a condominium to be known as 220 Regent Court Condominium, hereinafter referred to as the "Condominium".

Section 1.02. Defined Terms.

1.02.1. Capitalized terms not otherwise defined herein or in the Plats and Plans shall have the meanings specified or used in the Act.

1.02.2. The following terms are used or defined in general terms in the Act and shall have specific meanings herein as follows:

- a. "Association" means the Unit Owners' Association of the Condominium and shall be known as the 220 Regent Court Condominium Association.

- b. "Building(s)" means any structure included in the property.
- c. "Condominium" means the Condominium described in paragraph 1.01 above.
- d. "Declarant" means the Declarant described in Section 1.01 above and all successors to any special declarant rights.
- e. "Declaration" means this document, as the same may be amended from time to time.
- f. "Executive Board" means the Executive Board of the Association.
- g. "Common Elements" or "Common Areas" means and includes all portions of this Condominium other than the Units including but not limited to: (1) the land on which the Building or Buildings is located and those portions of the Buildings as are not included in any Unit; (2) the yards; (3) all apparatus and installations existing for common use; (4) all other elements of each building necessary or convenient to its existence, management, operation, maintenance and safety, and normally in common use; (5) and 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 the Unit on those areas which will be designated as Limited Common Elements as hereinafter defined.

- h. "Limited Common Elements" means the Elements described as such in the Act and as shown on Exhibit "B" attached hereto and shall include only the surface parking spaces.
- i. "Plats and Plans" means the plats and plans attached hereto as Exhibit "B" and made a part hereof, as the same may be amended from time to time.
- j. "Unit" means a component or part of a building designed and intended for use as is consistent with 6.01 herein, and the same shall include its assigned proportionate individual interest in the Common Elements.
- k. "Percentage Interest" means each Unit owner's undivided ownership interest in the Common Elements; share of all votes of Unit owners and share of Common Expense liability appurtenant to each unit as set forth in Exhibit "C". The maximum number of Units constructed shall be nine.
- l. "Common Expenses" means and includes: (1) expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves; (2) expenses of administration, maintenance, repair and replacement of the Common Elements; (3) expenses agreed upon as common by all the Unit owners; (4) expenses declared common by the provisions of the Act or by this Declaration or of the By-Laws, Rules and Regulations of the Association; and (5) expenses duly declared common by the Executive Board of Directors pursuant to the provisions of this Declaration or of the By-Laws, Rules and Regulations of the Association;

and as provided under any amendments made to the said Act or these instruments.

m. "Permitted Mortgage" means a mortgage to (1) the Declarant; (2) the seller of a Unit; (3) a bank, trust company, savings bank, savings and loan association, mortgage service company, insurance company, credit union, pension fund, real estate investment trust or like institutional investor or lender; (4) an individual; and (5) any other mortgage approved by the Executive Board. A holder of a Permitted Mortgage is referred herein as a "Permitted Mortgagor".

n. "Limited Expenses" means the common expenses described as such in Section 3314 of the Act.

o. "General Common Expenses" means common expenses excluding limited expenses.

ARTICLE II

ALLOCATION OF PERCENTAGE INTERESTS, VOTES AND COMMON EXPENSE LIABILITIES, UNIT IDENTIFICATION AND BOUNDARIES, MAINTENANCE RESPONSIBILITIES

Section 2.01. Attached as Exhibit "C" hereto is a list of all Units by their identifying numbers and Percentage Interest appurtenant to each Unit. The Condominium consists of twelve Units, and each Unit shall be subject to Exhibit "C" with respect to the following:

- a. Interest in the Condominium and Common Elements;
- b. Common Expense Liability; and
- c. Votes per unit.

Section 2.02. Unit Boundaries. Each Unit consists of the space within the following boundaries:

a. Upper and Lower Horizontal Boundaries: the upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the vertical boundaries:

1. Upper Boundary: the horizontal plane of the bottom surface of the ceiling shall be the upper boundary for Units D, E, F, G, H, I, J, K and L. As for Units A, B and C, the upper boundary shall be the bottom surface of the roof of the structure.

2. Lower Boundary: the horizontal plane of the top surface of the unfinished floor.

b. Vertical Boundaries: the vertical boundaries of the Unit shall be the vertical planes, extended to intersections with each other and with the upper and lower boundaries, formed by the Unit side surface of the walls which surround the Unit.

c. There shall be a common access easement existing above the ceilings of Units D, E, F, G, H, I, J, K and L for mechanical chases and other utilities.

d. There shall exist a common access easement behind all walls of all Units for mechanical chases and other utility chases.

e. There shall exist common riser space in each mechanical closet as shown on the plats.

Section 2.03. Description of Units. Each Unit is intended for use that is consistent with the current zoning classifications of College Township as they affect the land in question and the Declaration of Covenants and Restrictions for Scenery Park subdivision dated September 19, 1988, as recorded in Centre County Miscellaneous Book 213 at Page 126, and as may be amended from time to time. Furthermore, each of the Units consist of the following portions of a building:

- a. Enclosed Space: the volumes of space enclosed by the interior surfaces of perimeter and interior walls, ceilings and floors thereof, including vents, entry doors, windows and other such structural elements that ordinarily are regarded as enclosures of space.
- b. Interior Walls: All interior dividing walls and partitions.
- c. Fixtures and Furnishings: The decorated inner surface of the perimeter and interior walls, floors and ceilings, paint, plaster, carpeting, tiles and other finishing materials affixed or installed as part of the physical structure of a Unit; and all immediately visible fixtures, complete heating and mechanical systems and equipment installed for the sole and exclusive use of each Unit, commencing at the point where the same extends from walls or floors into the interior space from the structural body of the Building, or from the utility lines, pipes or systems serving the Unit. Upon issuance of occupancy permits, any pipes, wires or utility lines installed by a Unit owner for the sole use of

the Unit, but extending beyond the boundaries of that Unit, shall become Common Elements.

d. All structural components of the Building shall be considered Common Elements even though the same may be located within the boundaries of the Unit.

Section 2.04. Maintenance Responsibilities.

Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary descriptions, the Units shall be maintained and repaired by each Unit owner and the Common Elements by the Association in accordance with the provisions of Section 3307 of the Act, except as expressly set forth to the contrary herein. The Executive Board shall maintain, repair and replace all Common Elements, wherever situate, except that in the event such maintenance, repair or replacement was caused by negligence or misuse of a Unit owner, or of any other occupant of a Unit, such expense shall be charged to such Unit owner. Each Unit owner shall maintain, repair and replace, at his expense, all portions of his Unit as are separate and private to it and him. Each Unit owner shall be responsible for damage to any other Unit and/or any Common Elements caused intentionally, negligently or by failure to properly take care of his own Unit, whether or not the fault is in him personally and/or in any other occupant or employee of his Unit.

Structural repairs and/or replacements of such Limited Common Element shall be the responsibility of the Association, the cost to be charged as a General Common Expense.

Furthermore, the Declarant herein shall be responsible for the installation and cost of a sign to be placed to the Atherton Street side of the project and identifying the condominium. The sign face, only, shall be Common Area, and any maintenance performed on said sign shall be treated as a Common Expense.

ARTICLE III

DESCRIPTION, ALLOCATION AND RESTRICTION OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section 3.01. Limited Common Elements. Portions of the Elements are marked on the Plats and Plans as "Limited Common Elements". These Limited Common Elements are the surface parking spaces. In the event that repairs or maintenance are necessary to said Limited Common Elements, the same shall be paid as if a Common Element Expense and shall be shared in accordance with each Unit's percentage ownership of Common Elements. There are to be a total of 59 surface parking spaces with each spacing being designated by a number as per the plat plans. Each Unit owner is hereby allocated a limited number of spaces for their use or invitee's or business guest's use as is consistent with the plat plans. Each Unit Owner shall be allowed to designate, by sign; the size and content of which is subject to Executive Board approval; that a parking space is reserved for a particular Unit's exclusive use.

ARTICLE IV

EASEMENTS

Section 4.01. In addition to and in supplementation of the easements provided for by Sections 3216, 3217, 3218 of the Act, the following easements are hereby created:

a. Utility Basement. The Units and Common Elements shall be, and are hereby, made subject to all easements of record, easements in favor of the Declarant, appropriate utility and service companies and governmental agencies or authorities for the purposes or restrictions stated therein or for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created in this paragraph shall include, without limitation, rights of Declarant, or providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wires, conduits and equipment, and ducts and vents over, under, through, along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this paragraph, unless approved in writing by the Unit owner or Unit owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant, or so as not

to materially interfere with the use or occupancy of the Unit by its occupants. The following are the current easements presently of record:

1. An easement in the form of a Shared Driveway Agreement executed by the Declarant and Donald F. Coyne and John G. Heckendorn t/d/b/a Scenery Park Associates recorded in Centre County Record Book 482, page 381 and dated April 18, 1988.
2. A 25 foot drainage easement along the southerly boundary.
3. A 10 foot utility easement along the northerly boundary.
4. Declaration of Covenants, Conditions and Restrictions for Scenery Park Subdivision, College Township, Centre County, Pennsylvania, entered into between D. E. Coyne and John G. Heckendorn, a partnership t/d/b/a Scenery Park Associates, dated September 19, 1988, and recorded in the Miscellaneous Book 213, page 126.
5. Right-of-way in favor of West Penn Power Company dated May 2, 1988, and recorded in Miscellaneous Book 213, page 367.
6. Right-of-way in favor of Bell Telephone Company of Pennsylvania and West Penn Power Company dated June 17, 1988, and recorded in Miscellaneous Book 213, page 653.
7. Right-of-way agreement in favor of the State College Borough Water Authority dated August 11, 1987, and recorded in Miscellaneous Book 203, page 453.

- a. Right-of-way, known as Regent Court, a public street which was accepted by College Township in a deed of dedication dated September 28, 1988, and recorded in Deed Book 468, Page 689.
- b. Any other existing easements appearing in the Plat or Plans of said project.
- b. Roadway Easement. The property is subject to perpetual right-of-way over prescribed common roadways for ingress and egress by Unit owners and their guests and invitees to Common Elements and to any designated surface parking spaces, as are necessary and convenient, but which, unless or until dedicated and accepted as public roads, shall be subject to the regulations and control of the Declarant and/or Executive Board for the good of the Unit owners.
- c. Declarant's Easement to Correct Drainage. Declarant reserves an easement on, over and under those portions of the Common Elements not located within a Building for the purposes of maintaining and correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created by this paragraph expressly includes the right to cut any trees, bushes or shrubbery, to grade the soil or take any other action reasonably necessary to achieve this purpose, following which the Declarant shall restore the affected property as closely to its original condition as practicable.
- d. Access Easements. The following is a list of access easements as shall affect the indicated Units:

1. As shown and as consistent with the plats attached hereto as Exhibit "B", the owner of Unit L shall have an easement for access to said Unit through Unit K. The owner of Unit J shall have an easement for access to said Unit through Unit I. The owner of Unit H shall have an easement for access through Unit G.
2. The Owners of Units K, I and G shall provide easements for access to the unexcavated crawl space (as shown on the plat) to other Unit owners and Association members for the purpose of regular maintenance, emergency repairs and capital improvements.
3. The owner of Unit I shall provide access through the service entrance to appropriate personnel for servicing and reading of electric meters and for servicing and/or installation of water, electric and telephone lines.

ARTICLE V

AMENDMENT OF DECLARATION

Section 5.01. Amendment Generally. This Declaration may be amended only in accordance with the procedures specified in Section 3219 of the Act, the other sections of the Act referred in Section 3219 thereof and the express provisions of this Declaration.

USE RESTRICTIONS

Section 6.01. Use and Occupancy of Units and Common Elements. The occupancy and use of the Units and Common Elements shall be subject to the following restrictions.

- a. Each Unit is hereby restricted to a use as is compatible with the current zoning classification to which the Property is subject, or as may be amended from time to time by the municipality; and furthermore, as is permitted in the Declaration of Covenants, Conditions and Restrictions for the Scenery Park Subdivision, as recorded in Miscellaneous Book 213, Page 126.
- b. No Unit may be divided or subdivided into a smaller Unit without the express written consent of the Declarant or Executive Board. Any Unit may not be added to or incorporated into another Unit without prior written approval of the Declarant or the Executive Board if the Declarant has turned over the majority ownership to the Association by the time said request is made.
- c. The Common Elements or Common Areas may be used by all Unit owners and/or their assigns, successors in interest, guests and business invitees, subject to the By-Laws, Rules and Regulations and such rules and regulations as may be established by the Executive Board. 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 By-Laws, Rules and Regulations and Rules of the Executive Board.

d. Each Unit owner shall maintain his Unit in good condition, order and repair at his own expense. No Unit owner shall display, hang, store or use anything whatsoever on his entryway or outside his Unit other than as may be permitted in accordance with the terms herein or with the By-Laws, Rules and Regulations established by the Executive Board. No member may paint, decorate or otherwise alter or modify, in any way, the outside of his Unit, or install outside of his Unit any canopy, awning, covering, radio or television antenna, including any satellite receiver, disk or structure, or addition of any kind whatsoever without the prior written consent of the Executive Board. Each Unit owner shall be permitted to display directly outside the door to his Unit a sign identifying the business of the occupant therein, as well as the Unit owner's name. Said sign shall not exceed the dimension 20" x 18".

e. Trash, garbage and other waste shall be kept only in sanitary containers and shall be disposed of in such a manner as may be prescribed, from time to time, in the By-Laws, Rules and Regulations established by the Executive Board. No article or personal property belonging to any Unit owner shall be stored in any portion of the Common Elements without prior written consent of the Executive Board.

f. No one may overload the electrical wiring in the Building or operate any machinery, appliance, accessories or

equipment in such a manner as to cause, in the judgment of the Executive Board, any unreasonable disturbance or make any alterations thereto.

g. Nothing shall be done or kept in any Unit or the Common Elements which will increase the rate of insurance for the property, the improvements or the contents thereof without prior written consent of the Executive Board. No Unit owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance for the property, the improvements or the contents thereof, or which will be in violation of the law.

h. There shall be no fence of any kind, wall, hedge or similar structure erected or maintained anywhere on the property, except as placed or approved by the Declarant or Executive Board in its sole discretion.

i. No noxious, offensive or loud activity shall be carried on in any Unit nor shall anything be done thereon or therein which may be or may become an annoyance or nuisance to the other Unit owners in the quiet enjoyment of their Unit. The decision as to whether such activity is noxious, offensive or overly loud shall be decided exclusively by the governing body in such a manner as it may elect to make such decision.

j. No animals of any kind shall be raised, bred or kept in any Unit nor upon the Common Elements of the Property except those approved by the Executive Board or by Declarant.

- k. There shall be no obstruction of the Common Elements nor shall anything be stored in or on the Common Elements without the prior written consent of the Executive Board except as provided herein.
- l. No occupant shall perform any activity that causes the sound level in another tenant's space to exceed the ambient in that space by more than 5dB, appropriate steps shall be taken to reduce said activity sound level to below the above level. Sound levels shall be measured with a Type 2 or better sound level meter, a weighting slow response. Ambient is here defined as the sound level in the listening space in the absence of the intruding sound.
- m. Each Unit Owner shall be required to carpet all floor space existing in said Unit, excepting basement Units and except as otherwise prohibited by governmental regulations.
- n. Each Unit Owner shall be required to install a sheet rock ceiling, sealing all joints and holes. This provision shall not apply to the ceilings of the basement Units and second floor Units.
- o. Any Unit owner desiring to make improvements or modifications to their Unit shall submit plans to the Association for approval. Approval is limited to insuring structural integrity and impact upon Common Areas.

Section 602. Reasonable Rules and Regulations, not in conflict with the provisions of the Declaration, concerning the use and enjoyment of the Property, may be promulgated from time to time by the Executive Board, subject to the right of the

Association to change such Rules and Regulations or any amendments thereto.

ARTICLE VII

LEASING

Section 7.01. A Unit owner may lease or sublease his or her Unit at any time and from time to time provided that: (1) no Unit may be leased or subleased for transient or hotel purposes; (2) no Unit may be leased or subleased without the prior written approval of the Executive Board; (3) a copy of such lease or sublease shall be furnished to the Executive Board within ten (10) days after execution thereof; and (4) the rights of any lessee or sublessee of the Unit shall be subject to, and each such lessee and sublessee shall be bound by, the covenants, conditions and restrictions set forth in the Declaration, By-Laws and Rules and Regulations, and a default thereunder shall constitute a default under the lease or sublease; provided, however, that the foregoing shall not impose any direct liability on any lessee or sublessee of a Unit to pay any Common Expense assessments on behalf of the owner of the Unit.

ARTICLE VIII

COMMON EXPENSES

Section 8.01. Condominium Expenses. The Declarant for each Unit owned hereby covenants with, and each other Unit owner by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is conclusively deemed to covenant and agrees to pay to the Executive Board or its designee, as repre-

sentative of 220 Regent Court Condominium Association, such assessment and/or charges as may be levied by the Executive Board of the Association to cover the reasonable share of Common Expenses incurred in maintaining, improving and managing 220 Regent Court. Each Unit owner shall pay said assessment in direct proportion to the ownership interest that each Unit has in the Common Elements as per Exhibit "C". Such assessment and/or charges shall run with the land and shall be a continuing lien upon each Unit until paid. Such assessment and/or charges may be enforced in any court of law or equity having jurisdiction thereof, and as provided for herein shall be subordinate to the lien of any first mortgage.

Section 8.02. Special Expenses. Where in the judgment of the Executive Board it is determined that an expense peculiar to and of special benefit only to certain Units, one or more, and same is not foreseeable 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 the appropriate sections herein, like any other assessment.

ARTICLE IX PERMITTED MORTGAGES

Section 9.01. A Unit owner other than the Declarant or the Executive Board may not voluntarily encumber or subject his or its Unit to any lien, other than the lien of a Permitted Mortgage. Whether or not they expressly so state, all such

Permitted Mortgages and the obligations secured thereby shall be deemed to provide, generally, that the Permitted Mortgage, and the rights and obligations of the parties thereto, shall be subject to the terms and conditions of the Act and this Declaration and shall be deemed to provide specifically, but without limitation, that the Permitted Mortgagor shall have right (a) to participate in the adjustment of losses with insurers or in the decision as to whether or not or how to repair or restore damage to or destruction of the Property, or (b) to accelerate the mortgage debt or to have any other remedies by virtue of waste or alleged waste or other conditions occurring anywhere on the Property other than within the affected Unit, and the obligation secured shall be prepayable, without penalty, upon the happening of any termination of the Condominium or determination not to restore or replace the affected Unit. When such a Permitted Mortgage is delivered to the Permitted Mortgagor, the Unit owner shall simultaneously provide executed or conformed copies to the Executive Board. Upon receipt of such copy of a Permitted Mortgage, the Secretary of the Executive Board shall instruct the insurer of the Property to add the name of the Permitted Mortgagor to the mortgagee loss payable provision of the hazard insurance policy covering the Property and to provide such Permitted Mortgagor with a Certificate of Insurance showing that the Permitted Mortgagor's name has been so added.

ARTICLE X

RIGHTS OF PERMITTED MORTGAGEES

Section 10.01. Reports and Notices. Upon the specific written request of a holder of a mortgage on a Unit or its servicer to the Executive Board, the mortgagee shall be entitled to receive some or all of the following as designated in the request:

- a. Copies of budgets, notices of assessments or any other notices or statements provided under this Declaration by the Executive Board to the owner of the Unit covered by the mortgage;
- b. Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Unit owners;
- c. Copies of notices of meetings of the Unit owners and the right to designate a representative to attend such meetings;
- d. Notice of the decision of the Unit owners to make any material amendment to this Declaration;
- e. Notice of substantial damage to or destruction of any Unit (the repair of which would cost in excess of \$1,000) or any part of the Common Elements (the repair of which would cost in excess of \$10,000);
- f. Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Property;

g. Notice of any default hereunder or of the Bylaws by the owner of the Unit which is subject to the mortgage, when the default is not cured by the Unit owner within 30 days after the giving of notice by the Association to the Unit owner of the existence of the default;

The request of a mortgagee or its servicer shall specify which of the above items it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Executive Board. The Executive board need not inquire into the validity of any request made by a mortgagee hereunder.

Failure to comply with the requirements set forth above shall in no way invalidate otherwise proper actions of the Association and the Executive Board.

ARTICLE XI

DECLARANT'S RIGHTS

Section 11.01. Control.

(a) Until the 60th day after conveyance of 25% of the Units to Unit owners other than Declarant, Declarant shall have the right to appoint and remove any and all officers and members of the Executive board. Declarant may not unilaterally remove any members of the Executive Board elected by Unit owners other than Declarant.

b. Not later than 60 days after conveyance of 25% of the Units to Unit owners other than Declarant, two of the members of the Executive Board shall be elected by Unit owners other than Declarant;

c. Not later than the earlier of (i) seven years after the date of the recording of the Declaration, or (ii) 180 days after 60% of the Units have been conveyed to Unit owners other than Declarant, all remaining Declarant appointed members of the Executive Board shall resign, and the Unit owners (including Declarant to the extent of Units owned by Declarant) shall elect their successors.

ARTICLE XII

INSURANCE

Section 12.01. Coverage. The Executive Board shall obtain and maintain, on behalf of and for the benefit of the Unit owners, insurance coverage as set forth in Sections 11.02 through Section 11.06 hereof. All insurance affecting the property shall be governed by the provisions of this section.

Section 12.02. Physical Damage. All buildings and improvements (as defined hereinbefore), and all of the personal property owned in common shall be insured, for the benefit of the Executive Board, the Unit owners and mortgagees of the Units, against risks of physical damage as follows:

a. Amounts. As to real property, for an amount equal to its full insurable replacement cost; as to personal property, for an amount equal to its actual cash value. At time of obtaining any insurance on real property under this section, and at least annually thereafter, the Executive Board shall obtain an appraisal from a qualified appraiser

for the purpose of determining the replacement cost of such real property.

b. Risks Insured Against. The insurance shall afford protection against loss or damage by reason of:

1. Fire and other hazards covered by extended coverage endorsement;
2. Vandalism and malicious mischief;
3. Such other risks of physical damage as from time to time may be customarily covered with respect to buildings and improvements similar in construction, location and use as those on the Property and;
4. Such other risks of physical damage as the Executive Board may from time to time deem appropriate.

c. Other Provisions. The insurance shall contain the following provisions:

1. Waivers by the insurer of rights of subrogation against the Executive Board and the Unit owners;
2. That the insurance shall not be affected or diminished by reason of any other insurance carried by any Unit owner or mortgagee of a Unit;
3. That the insurance shall not be affected or diminished by any act or neglect of any Unit owner or any occupants or owners of any improvements when such act or neglect is not within the control of the Executive Board;
4. That the insurance may not be canceled or substantially modified (except for the addition to the

property or increases in amount of coverage) without at least thirty (30) days prior written notice to the named insured, and to all mortgagees of Units;

5. Provisions for indemnification of mortgagees of Units and for the disbursement of their several interest to specific Units as they appear;

6. Adjustment of loss shall be made with the Executive Board as the exclusive authority for the insured;

7. The named insured shall be 220 Regent Court Condominium Association, Executive Board of Directors;

8. The insurance policies to the Executive Board on behalf of the Unit owners and covering the Property shall not be cancelable, invalidated or suspended on account of the conduct of any one Unit owner, tenant or mortgagor nor shall cancellation, invalidation or suspension for any reason be effective without at least thirty (30) days prior written notice to each Unit owner and all holders of any mortgages permitted hereunder;

9. That all policies covering the Condominium Property cannot be canceled, invalidated or suspended on account of the conduct of any officer or employee of the Executive Board or any owner without prior demand in writing that the Executive Board or such owner cure the defect and without providing a reasonable period of time thereafter in which to cure same.

Section 12.03. Casualty and Liability Insurance. To the extent available, the Executive Board shall obtain and maintain comprehensive general liability insurance in such limits as the Executive Board may from time to time determine insuring the Executive Board, the officers, the manager (at the discretion of the Executive Board), and each Unit owner for claims arising out of or in connection with the ownership, operation or maintenance of any of the Property, excluding, however, Unit owner liability coverage for claims arising in connection with that portion of the Property used and occupied exclusively by a particular Unit owner. Such comprehensive general liability insurance shall also cover, to the extent such insurance is available, cross liability claims of one insured against the other. The Executive Board shall review such limits once a year.

Section 12.04. Directors and Officers Liability. To the extent available, the Executive Board shall obtain and maintain a comprehensive general liability insurance policy in such limits as the Executive Board may from time to time determine or in such limits as may be available, insuring the Executive Board members, the officers, the manager (at the discretion of the Executive Board), for claims arising out of or in connection with the management, operation or maintenance of any of the Property, such policy shall insure the Executive Board members and officers against any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith.

Section 12.05. Other Insurance. The Executive Board is authorized to obtain and maintain such other insurance or bonds as it shall determine from time to time to be desirable.

Section 12.06. Insurance By Unit Owners. Unit owners shall not be prohibited from carrying insurance for their own benefit provided that all such policies shall contain waivers of subrogation against all other parties insured by the comprehensive general liability insurance authorized herein, and further provided that the liability of the carriers issuing the insurance obtained by the Executive Board shall not be affected or diminished by reason of any such additional insurance coverage by any Unit owner. In no event, however, shall the insurance coverage obtained and maintained by the Executive Board hereunder be brought into contribution with insurance purchased by individual Unit owners or their mortgagees.

Section 12.07. Filing of Individual Policies. Each Unit owner shall file any individual policies of insurance (excluding policies restricted to personal property) with the Executive Board within thirty (30) days after purchase thereof. The Executive Board shall maintain the file thereof.

Section 12.08. Premiums. Premiums upon insurance policies purchased by the Executive Board shall be paid as a Common Expense.

Section 12.09. Trustee. All insurance policies purchased by the Executive Board shall be for the benefit of the Executive Board, the Unit owners and their mortgagees, as their interests may appear, and shall provide that all proceeds covering property

losses under \$10,000 shall be payable to the Executive Board and all proceeds covering losses in excess of that amount shall be paid to a bank with trust powers, insured by an agency of the United States, or to such other person or entity as is acceptable to the Executive Board, and the insurance carrier, which trustee is herein referred to as the "Trustee". The Trustee shall not be liable for payment of premiums, nor for the renewal or the sufficiency of the policies, nor for the failure to collect any insurance proceeds. The duty of the Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Executive Board, the Unit owners and their mortgagees in the following shares:

- a. Common Elements. Proceeds on account of damage to Common Elements, an undivided share for each Unit owner, such share being the same as the percentage of undivided interest of such Unit owner as set forth in the Declaration.
- b. Units. Proceeds on account of damage to Units shall be held in the following undivided shares:

1. When the Building is to be restored--for the owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit owner, which cost shall be determined by the Executive Board.
(Damage suffered by the Unit owner shall not be deemed to include damage to any items specifically excluded from insurance coverage, pursuant to the provisions hereof.)

2. When the Building is not to be restored--an individual share for each Unit owner, such share being the same proportion as the Unit's percentage of ownership of undivided interests as set forth in the Declaration, bears to the total percentage of ownership of the Units not to be restored.
- c. Mortgagees. In the event a mortgagee endorsement has been issued, with respect to a particular Unit, the share of the Unit owners shall be held in trust for the mortgagee and the Unit owner as their interest may appear.

Section 12.10. Distribution of the Insurance Proceeds by Trustee. Proceeds of insurance policies received by the Trustee shall be distributed to or for the benefit of beneficial owners in the following manner:

- a. Expense of the Trust. All expenses of the Trustee shall be first paid or provisions made therefor.
- b. Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof of consummating the full repair or reconstruction of the Property to a condition substantially similar to that which existed immediately prior to the damage. Each Unit owner shall personally assume the additional expenses of any improvements made which would restore the Unit to a condition similar to, but not less than that which existed immediately prior to the damage.

- c. Unit Owners Liability. In the event that the proceeds of insurance are not sufficient to repair or reconstruct the damaged portions of the Property, then the repair or reconstruction shall be accomplished by the Association as a Common Expense, in proportion to the undivided percentage interests in the Common Elements. Unit owners may apply the proceeds from any individual insurance policies that may have been obtained to the share of such Common Expense as may be assessed against them.
- d. No Reconstruction or Repair. The damage shall not be repaired or reconstructed if the Condominium is terminated or if seventy-five percent (75%) of the Unit owners vote not to rebuild. If the Unit owners so vote not to rebuild, the insurance proceeds shall be distributed to all the Unit owners and lien holders, as their interests may appear, in proportion to their Common Element interests. If the Condominium is terminated, then the proceeds shall be distributed as set forth in the Uniform Condominium Act.

ARTICLE XIII

LIMITATION OF LIABILITY

Section 13.01. Limited Liability of the Executive Board.

The Executive Board, and its members in their capacity as members, officers and employees:

- a. Shall not be liable for the failure of any service to be obtained by the Executive Board and paid for by the Association, or for the injury or damage to persons or prop-

erty caused by the elements or by other Unit owner or person on the Property, or resulting from electricity, gas, water, rain, dust or sand which may leak or flow from the outside or from any part of the Building, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place unless in each such instance such injury or damage has been caused by the willful misconduct or gross negligence of the Association or the Executive Board;

b. Shall not be liable to the Unit owners as a result of the performance of the Executive Board members' duties for any mistake of judgment, negligence or otherwise, except for the Executive Board members' own willful misconduct or gross negligence;

c. Shall have no personal liability in contract to a Unit owner or any other person or entity under any agreement, check, contract, deed, lease, mortgage, instrument or transaction entered into by them on behalf of the Executive Board or the Association in the performance of the Executive Board members' duties;

d. Shall not be liable to a Unit owner, or such Unit owner's tenants, employees, agents, customers or guests, for loss or damage by theft of or damage of personal property left by such Unit owner or his tenants, employees, agents, customers or guests in a Unit, or in or on the Common Elements or Limited Common Elements, except for the Executive Board members' own willful misconduct or gross negligence;

- e. Shall have no personal liability in tort to a Unit owner or any other person or entity, direct or imputed, by virtue of act performed by or for them, except for the Executive Board members' own willful misconduct or gross negligence in the performance of their duties; and
- f. Shall have no personal liability arising out of the use, misuse or condition of the Building, or which might in any way be assessed against or imputed to the Executive Board members as a result of or by virtue of their performance of their duties, except for the Executive Board members' own willful misconduct or gross negligence.

Section 13.02. Indemnification. Each member of the Executive Board, in his or her capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon the member in connection with any proceeding in which he or she may become involved by reason of his or her being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he or she is an Executive Board member, officer, or both at the time such expenses are incurred, except in cases wherein such Executive Board member and/or officer is adjudged guilty of willful misconduct or gross negligence in the performance of his or her duties; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining) approves the settlement and reimbursement as being in the best interest of

the Association; and provided further that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board member and/or officer had no reasonable cause to believe his or her conduct was unlawful. The indemnification by the Unit owners set forth in this paragraph shall be paid by the Association on behalf of the Unit owners and shall constitute a Common Expense and shall be assessed and collectible as such. This right or indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit owners or otherwise.

Section 13.03. Defense of Claims. Complaints brought against the Association, the Executive Board or the officers, employees or agents thereof in their respective capacities as such, or the Condominium as a whole, shall be directed to the Executive Board of the Association, which shall promptly give written notice thereof to the Unit owners and the holders of any mortgages on Units, and such complaints shall be defended by the Association. The Unit owners and the holders of mortgages on Units shall have no right to participate in such defense other than through the Association.

ARTICLE XIV

POWER OF ATTORNEY AND CONFESSION OF JUDGMENT

Section 14.01. In order to expedite the Executive Board or Declarant's collection of any delinquent assessment, each Unit owner (by the acceptance of the deed to his Unit) shall be deemed

to have appointed any one or more of the Executive Board members of the Declarants to be his or her attorney-in-fact to confess judgment in the event of the Unit Owners default against such Unit owner in any court of competent jurisdiction in Pennsylvania or any other place, for such unpaid assessment(s) which appointment (being for security) shall be irrevocable; and for so doing a copy of this article and said deed, both verified by affidavit, shall be sufficient warrant. The authority granted herein to confess judgment shall not be exhausted by any exercise thereof but shall continue from time to time and at all times until the Declaration shall be terminated. Further, each and every purchaser, Unit owner or occupant, or holder of any mortgage or other lien, does automatically and irrevocably name, constitute and appoint and confirm the Declarant, its successors or assigns as attorneys-in-fact for any of the purposes set out herein and in addition thereto for the purpose of execution of such amended instrument or instruments which is necessary to effect this Declaration or the terms of this Declaration. This power of attorney aforesaid is expressly declared and acknowledged to be coupled with an interest in the subject matter hereof and the same shall run with the title to any and all Units and be binding upon the successors and assigns of any of the foregoing parties. Further, said power of attorney shall not be affected by the death or disability of any of the principals and is intended to deliver all right, title and interest of the principal in and to said power.

ARTICLE XV

INTERPRETATION

Section 15.01. Matters of dispute or disagreement between Unit owners or matters which require interpretation of this Declaration or the By-Laws, Rules and Regulations of the Executive Board, shall be determined by the Executive Board, whose determination shall be binding and final, on all Unit owners.

ARTICLE XVI

SEVERABILITY

Section 16.01. If any of the provisions of this Declaration or of the By-Laws, Rules and Regulations or of the Act are held invalid, the validity of the remaining provisions shall not be affected thereby.

ARTICLE XVII

CAPTIONS

Section 17.01. 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 XVIII

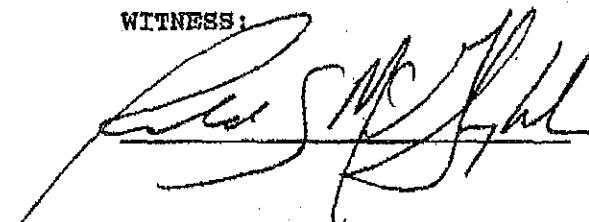
CONFLICTS

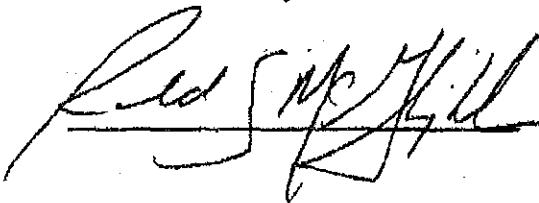
Section 18.01. This Declaration is set forth to comply with the requirements of the Act. In the event of any conflict

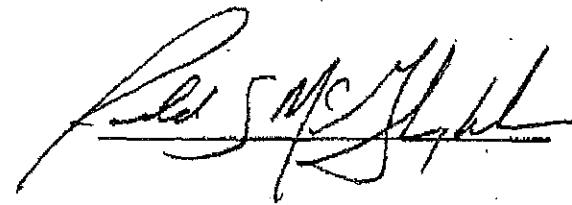
BOOK 529 PAGE 1000
between this Declaration and the provisions of the Act, the Act
shall control.

IN WITNESS WHEREOF, the Declarants have hereunto set their
hands and seals this 14th day of June, 1990.

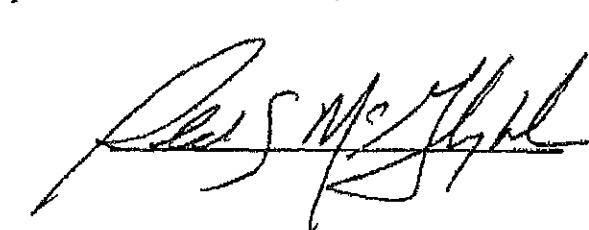
WITNESS:

 
By: Steve O. Heiz (Seal)
Steven D. Heinz

 Edmund C. Hughes (Seal)
By: Steve O. Heiz
Attorney-in-Fact

 James A. Linton (Seal)
By: Steve O. Heiz
Attorney-in-Fact

 Luis H. Summers (Seal)
By: Steve O. Heiz
Attorney-in-Fact

 Kurt E. Homan (Seal)
By: Steve O. Heiz
Attorney-in-Fact

ENTERED FOR RECORD
09 JUN 14 PM 3 04
HAZEL M PETERS
RECORDER OF DEEDS
CENTRE COUNTY

ALL that certain messuage, tenement and tract of land situate in College Township, Centre County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin on the southerly line of Regent Court, a 50 foot right-of-way, at the northwesterly corner of Lot 2; thence by Lot 2 South 12° 18' 03" West 191.31 feet to an iron pin at the southwesterly corner of Lot 2 and on the northerly right-of-way of U.S. Route 322, South Atherton Street; thence along the northerly side of Route 322 North 79° 03' 34" West 246.13 feet to an iron pin at the southeasterly corner of Lot 4; thence along Lot 4, North 25° 52' 02" East 240.31 feet to an iron pin at the northeasterly corner of Lot 4 and on the southerly line of Regent Court; thence along Regent Court, South 64° 07' 38" East 116.71 feet to an iron pin and 76.95 feet by the arc of a curve to the left whose radius is 325 feet, the chord thereof being South 70° 54' 38" East, 76.77 feet to the place of beginning.

CONTAINING 1.058 acres (46,075 square feet).

BEING Lot 3 on Plan of Lots for Scenery Park by Uni-Tec, Inc., dated May 18, 1987, and recorded in Centre County Plat Book 38, page 86.

The premises are UNDER AND SUBJECT to the 25 foot drainage easement along the southerly boundary fronting on Route 322 and to a 10 foot utility easement along the northerly boundary fronting on Regent Court.

The premises are conveyed UNDER AND SUBJECT to Declaration of Covenants, Conditions and Restrictions for Scenery Park Subdivision dated September 19, 1988, and recorded in Centre County Miscellaneous Book 213, page 126. The Grantee herein by acceptance of this deed agrees to be bound by all of the provisions thereof.

EXHIBIT "A"

BOOK 529 PAGE 1002

plots and Plans are recorded in Centre County Office of
Recorder of Deeds Plat Book _____, page _____.

EXHIBIT "B"

<u>Unit Numbers</u>	<u>% Interest in Common Elements and Common Elements Expense</u>	<u>No. of Votes</u>
A	1/7	1
B	1/7	1
C	1/7	1
D	1/7	1
E	1/7	1
F	1/7	1
G*	1/42	1/6
H*	1/42	1/6
I*	1/42	1/6
J*	1/42	1/6
K*	1/42	1/6
L*	1/42	1/6

* Basement Space

EXHIBIT "C"

BOOK 529 PAGE 1003

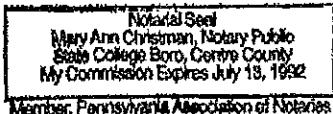
BOOK 529 PAGE 1004
ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF CENTRE) SS:
)

On this, the 14th day of June, 1990, before me, the undersigned officer, a Notary Public, personally appeared STEVEN D. HEINZ, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

Mary Ann Christman
Notary Public

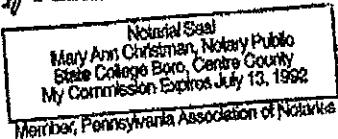


COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF CENTRE) SS:
)

On this, the 14th day of June, 1990, before me, the undersigned officer, a Notary Public, personally appeared STEVEN D. HEINZ, appearing for KURT C. HOMAN, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

Mary Ann Christman
Notary Public



ACKNOWLEDGMENT

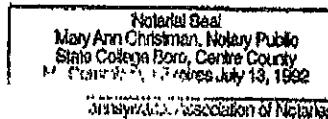
COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF CENTRE } SS:

On this, the 14th day of June, 1990, before me, the undersigned officer, a Notary Public, personally appeared STEVEN D. HEINZ, appearing for EDMUND C. HUGHES, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

Mary Ann Christman
Notary Public

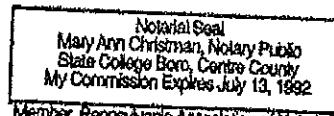
COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF CENTRE) SS:



On this, the 14th day of June, 1990, before me, the undersigned officer, a Notary Public, personally appeared STEVEN D. HEINZ, appearing for JAMES A. LINTON, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

Mary Ann Christensen
Notary Public



BOOK 529 PAGE 1006
ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF CENTRE } SS:

On this, the 14th day of June, 1990, before me, the undersigned officer, a Notary Public, personally appeared STEVEN D. HEINZ, appearing for LUIS H. SUMMERS, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

Mary Ann Chastenay
Notary Public

