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HAZEL M. FEIERS
RECORDER OF DEEDS
CENTRE COUNTY

DECLARATION
OF
THE TOWERS A CONDOMINIUM

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DECLARATION

THE TOWERS
A CONDOMINIUM

ARTICLE I

Submission:

MARIAN UNGAR COPPERSMITH ("Declarant"), owner in fee simple of certain real estate described in Exhibit "A" attached hereto and made a part hereof, located in the Borough of State College, Centre County, Pennsylvania, hereby submits the real estate together with all easements, rights and appurtenances thereto belonging and the buildings and improvements erected or to be erected thereon (collectively referred to as the "Property") to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. Section 3101 et seq. (the "Act"), and hereby creates with respect to the Property a condominium, to be known as "The Towers" (the "Condominium").

ARTICLE II

Definitions:

- 2.1. Terms not otherwise defined herein shall have the meanings specified or used in the Act.
- 2.2. Defined terms. The following terms some of which are

used or defined in general terms in the Act shall have specific meanings herein as follows:

- (a) "Amendment" means that amendment to the Declaration or other condominium documents made in accordance with Article VI hereof.
- (b) "Association" means the Unit Owners' Association of the Condominium and shall be known as the "The Towers Condominium Association".
- (c) "Building" means the seven story structures erected on the Property located on the east side of Allen Street, between East Nittany Avenue and East Fairmount Avenue, State College, Centre County, Pennsylvania, as shown on the Plats and Plans, and containing the Units.
- (d) "By-Laws" means such governing regulations as are adopted pursuant to the Pennsylvania Uniform Condominium Act for the regulation and management of the Property including such amendments thereof as may be adopted from time to time.
- (e) "Common Elements" means all portions of the Property other than the Units and shall include, but not be limited to, the foundations, structural parts, supports, main walls, roof, roof decks, sidewalks, refuse dumpster, planters and landscaping.
- (f) "Common Expenses" means expenditures made or liabilities incurred by or on behalf of the Association other than individual Unit Expenses and Limited Common Expenses.
- (g) "Common Expense Liability" means the liability for

Common Expenses allocated to each Unit in accordance with its respective Percentage Interest.

(h) "Common Expense Surplus" means the balance, if any, of all common charges, income, profits and revenues from the Common Elements and facilities remaining after the deduction of Common Expenses.

(i) "Condominium" means for the purposes of this Declaration, the structures located on the Property wherein an individual Unit Owner owns in fee simple his Unit with the right to use the Limited Common Elements appurtenant to his Unit, and wherein he owns an undivided interest in the Common Elements and facilities of the entire Property included in this Declaration.

(j) "Condominium Documents" means the Declaration of Condominium (including Plats and Plans), the By-Laws, and the Public Offering Statement, any and all exhibits, schedules and amendments to any of them.

(k) "Executive Board" means the board of natural individuals of the number stated in the By-Laws the majority of whom are residents of the Commonwealth of Pennsylvania and, except for the initial Executive Board, all of whom shall be Unit Owners, who shall manage the business, operation and affairs of the Association on behalf of the Unit Owners and in compliance with and subject to the provisions of the Pennsylvania Uniform Condominium Act, and who may take title to real or personal property as agent, nominee or trustee for the Association.

(l) "Declarant" means the Declarant described in

Article I above and all successors to any Special Declarant Rights.

(m) "Limited Common Elements" means those portions of the Common Elements allocated for the exclusive use of a Unit pursuant to Section 3209 of the Act, or those portions of fixtures lying partially within and partially outside the designated boundaries of a Unit which serve only that Unit including but not limited to chutes, flues, ducts, wires, conduits, bearing walls, bearing columns pursuant to Section 3202(2) of the Act, and the parking space, if any, and the storage space, if any.

(n) "Limited Common Expenses" means the expenses, charges and fees associated with the maintenance, repair, replacement and use of Limited Common Elements to be borne by the owner of the Unit which is allocated or served by the Limited Common Element.

(o) "Majority of the Unit Owners" means the Owners of more than 50%, in the aggregate in interest, of the undivided ownership of the Common Elements as specified in the Declaration.

(p) "Office Unit" means a Unit as described herein and in the Plats and Plans to be used for office purposes.

(q) "Parking Space" means an area designated for parking a motor vehicle other than a Parking Unit as designated on the Plats and Plans.

(r) "Parking Unit" means a Unit as described herein and in the Plats and Plans to be used for parking of a motor

vehicle.

(s) "Percentage Interest" means the share of the undivided ownership interest of each Unit in the Common Elements as set forth in Exhibit "C" attached.

(t) "Person" means a natural individual, corporation, partnership, association, trustee or other legal entity.

(u) "Plats and Plans" means the architectural and construction documents attached hereto as Exhibit "B" and made a part hereof, as the same may be amended from time to time.

(v) "Property" means and includes the land, the Building, all improvements thereon, and all easements, rights and appurtenances belonging thereto. The legal description of the land is as described in Article I of this Declaration.

(w) "Resident" means any occupant of a Unit under written lease from a Unit Owner.

(x) "Residential Unit" means a Unit as described herein to be used for residential purposes and further described in the plats and plans as to be used for residential purposes.

(y) "Rules and Regulations" means such Rules and Regulations as are promulgated by the Executive Board from time to time with respect to the use and enjoyment of the Property.

(z) "Unit" means a part of the Property designated for separate ownership, the boundaries of which are described in Section 3.2 below.

(aa) "Unit Expenses" means the expenses, charges and fees associated with the maintenance, repair, replacement and use

of the Unit and shall include but not be limited to electricity, heat, air conditioning, television cable, telephone and plumbing systems as set forth with more particularity at Article XIV of the By-Laws.

(bb) "Unit Owner" means the person or persons owning a Unit in fee simple, including the Declarant.

ARTICLE III

Allocation of Percentage Interests, Votes and Common Expense Liabilities; Unit Identification and Boundaries; Maintenance Responsibilities

Section 3.1. Percentage Interests. Attached as Exhibit "C" hereto is a list of all Units by their Identifying Numbers and the Percentage Interest appurtenant to each Unit. The Condominium consists of residential units, office units, and parking units. For ease of identification, the Identifying Number of each Office Unit begins with the letter "O" and each Residential Unit with the letter "R" and each Parking Unit with the letter "P". The Percentage Interest shall determine the portion of the votes in the Association and the share of Common Expense Liability and Common Expense Surplus appurtenant to each Unit. The Percentage Interest appurtenant to each Residential and Office Unit is determined on the basis of size, by dividing the size of each Unit by the aggregate sizes of all Units. The size of each Residential and Office Unit is the total number of square feet of floor space contained therein determined by

reference to the dimensions shown on the Plats and Plans. The Percentage Interest of each Parking Unit is determined in accordance with Exhibit "C".

Section 3.2. Unit Boundaries.

(a) Each Residential and Office Unit consists of the space within the following boundaries:

(1) 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:

(aa) Upper Boundary: The horizontal plane of the bottom surface of the ceiling.

(bb) Lower Boundary: The horizontal plane of the top surface of the unfinished floor.

(2) 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 side walls which surround the Unit, and the Unit-side surface of walls, sills, windows and doors where their Unit-side surface is outside the plane.

(b) Each Parking Unit consists of the space within the following boundaries:

(1) Upper and Lower (horizontal) Boundaries: The lower boundary of the Parking Unit shall be the following boundaries extended to an intersection with

the vertical boundaries:

(aa) Upper Boundaries: The horizontal plan of the space which shall be eight (8) feet above the lower boundary.

(bb) Lower Boundaries: The horizontal plane of the top surface of the unfinished floor.

(2) 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 lines painted or affixed to the floor, including in the case of the front and back of the unit, the imaginary line between the end of the two side lines.

Section 3.3. 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, Common Elements and Limited Common Elements, shall be maintained and repaired by each Unit Owner and by the Association in accordance with the provisions of Sections 3307, 3208 and 3314 of the Act, except as expressly set forth to the contrary herein.

Section 3.4. Relocation of Unit Boundaries; Subdivision and Conversion of Units. Relocation of boundaries between Units and subdivision or conversion of Units will be permitted subject to compliance with the provisions therefor in Sections 3213 and 3215 of the Act, Section 7.1(i) of this Declaration and Sections

7.6 and Article 12 of the By-Laws and the Rules and Regulations of the Executive Board. Declarant further expressly reserves the option to subdivide any or all of the Units into two or more Units, Common Elements, or a combination of Units and Common Elements.

ARTICLE IV

Allocation of Common Elements and Limited Common Elements

Section 4.1. Designation of Limited Common Elements.

Declarant reserves the right to allocate portions of the Property such as parking or storage spaces as Limited Common Elements pursuant to Section 3209 of the Act. Declarant may allocate such Property as Limited Common Elements by making each allocation in a written instrument or in the deed to the Unit to which such Limited Common Element shall be appurtenant or by recording an appropriate amendment to this Declaration. Such allocations by Declarant may be to Units owned by Declarant.

Section 4.2. Designation of Reserved Common Elements.

Reserved Common Elements are those parts of the Common Elements which the Executive Board may designate from time to time for use by less than all of the Unit Owners or by non-owners of any Units for specified periods of time or by only those persons paying fees or satisfying other reasonable conditions for use as may be established by the Executive Board.

ARTICLE V

EasementsSection 5.1. Declarant's Use for Sales and Office

Purposes. Declarant shall have the right to maintain models, management offices and sales offices on the Property and to relocate such models, management offices and sales offices from time to time within the Property. Declarant shall have the right to maintain office space within the Building.

Section 5.2. Utility Easements. The Units and Common Elements shall be, and are hereby made subject to easements in favor of the Declarant, appropriate utility and service companies and governmental agencies or authorities 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 Section 5.2 shall include, without limitation, rights of Declarant, or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace 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, Common Elements and Limited Common Elements. Notwithstanding the foregoing provisions of this Section 5.2, unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located within 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.

Section 5.3. Declarant's Easement to Correct Drainage.

Declarant reserves an easement on, over and under those portions of the Common Elements not located within the Building for the purpose of maintaining and correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created by this Section 5.3 expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, to move, remove, or alter any pavement, or to 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.

Section 5.4. Existing Easements. The Property is subject to a grant of easement from Meredith Burke Risheberger and Jack W Risheberger, her husband, and Harry Schollenberger and Helene B. Schollenberger, his wife, to the Borough of State College and the General Public, dated January 26, 1987 and recorded in Centre County Miscellaneous Book 198, Page 1153.

ARTICLE VI

Amendment of Declaration

Section 6.1. 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 to in Section 3219 thereof and the express provisions of this Declaration.

ARTICLE VII

Use, Purposes and Restrictions

Section 7.1. The uses of the Property and the purposes for which the Building and each of the Units therein and Common Elements and Limited Common Elements are intended shall be in accordance with the following provisions:

(a) Residential. No Residential Unit shall be used for any purpose other than as a residence for the use of one (1) family. No family shall contain any persons under the age of twenty-three years and not employed full-time except natural or adopted children, and no more than two (2) members of a family may be unrelated by blood, marriage or adoption. No industry, business, trade, occupation or profession of any kind be it commercial, religious, educational or otherwise may be conducted, maintained or permitted in Residential Units.

(b) Office. Office Units may be used for any lawful office purpose, subject to the restrictions contained in this Declaration, the By-Laws and the rules and regulations of the Executive Board. No use or practice shall be permitted which interferes with the peaceful possession and proper use by the other Unit Owners. All valid laws, zoning ordinances or regulations of all governmental bodies having

jurisdiction over the Property thereof must be observed.

(c) Declarant's Rights. The Declarant shall have the irrevocable right to use her Units for sales or administrative purposes, until she has conveyed title to the last Unit. This right shall not be subject to amendment or modification by the Unit Owners.

(d) Storage and Insurance Rates. Without the prior written consent of the Executive Board, nothing shall be done or kept in any Unit or elsewhere on the Property which will increase the rate of insurance of the Building or the contents thereof beyond the normal rates applicable for its use. No Unit Owner shall permit anything to be done or kept in his Unit or elsewhere on the Property which would result in the cancellation of insurance on any portion of the Building or the contents thereof, or which will be in violation of any law. No refuse shall be permitted in the Common Elements or Limited Common Elements. There shall be no obstruction of the Common Elements or Limited Common Elements, nor shall anything be stored in those areas without the prior written consent of the Executive Board except as herein expressly provided.

(e) Displays, Hanging Objects. Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the Building and no sign, awning, canopies, shutters, or radio or television antennas shall be fixed or placed upon the

exterior walls or roofs or any part thereof without the prior written consent of the Executive Board. Provided, however, until such time as she has conveyed title to the last Unit, the Declarant shall have the irrevocable right to display signs pertaining to the sale of the Units within or on the outside of the Building, and this right shall not be subject to amendment or modification by the Unit Owners. There may be signs identifying the building and directory signs, as placed by the Declarant and the Executive Board.

(f) Animals. No animals, including without limitation, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in a Unit or in the Common Elements or elsewhere on the Property, except a bird, or a dog, or a cat, not to exceed one (1) animal per Unit (excepting a Unit Owner who has two (2) animals at the time of purchase may retain both animals, but if one dies, it may not be replaced), may be kept in each Unit subject to the rules and regulations to be adopted by the Executive Board, provided such bird, dog or cat is not kept, bred or maintained for any commercial purposes and provided, further, that any such bird, dog or cat causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the property upon three (3) days' written notice from the Executive Board.

(g) No Smoking. No smoking shall be allowed within the hallways, elevators, stairwells, or other portions of

the Common Elements or Limited Common Elements located within the Building.

(h) Offensive Activities. No noxious or offensive activity shall be carried on in any Unit or elsewhere on the Property nor shall anything be done therein either willfully or negligently which may be or which may become an annoyance or nuisance to the other Unit Owners or Residents.

(i) Structural Integrity; Subdivision and Combination of Units. Nothing shall be done to any Unit or on or in the Common Elements which will impair the structural integrity of the Building or which will structurally change the Building. 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 without the written consent of the Executive Board; except, Declarant, in regard to any Units owned or under Declarant's control, may subdivide or combine Units without the approval of the Executive Board or any Unit Owner. Additionally all requirements set forth in Sections 3213 and 3215 of the Act and in Section 7.5 and Article XIII of the By-Laws and the Rules and Regulations of the Executive Board must be satisfied.

1. Subject to the foregoing, two or more Units may be combined either vertically or horizontally and doors, windows, stairways or other openings established between such Units with the written consent of the Executive Board subject to the following:

a. The percentage of undivided interests appertaining to any such combined Units shall be the sum of the percentages of the individual Units so combined;

b. All work done and combining such Units shall be at the sole cost and liability of the Unit Owner carrying out such work;

c. The work shall be subject to all the requirements of the By-Laws and shall be carried out in a manner so as not to interfere with the use and enjoyment of the Common Elements and the other Units by the Unit Owners or Residents; and

d. Upon completion of such combination, and provided the conditions of this Article VII are satisfied, the required amendments to this Declaration and to the Declaration Plat and Plans shall be made.

2. Interior partitions or walls may be moved in accordance with this Declaration or openings may be made thereto at the sole risk and expense of the Unit Owner and subject to this Declaration and the By-Laws and approval of the Executive Board.

(j) Exposure of Objects. No clothes, sheets, blankets, articles of any kind or any other articles may be hung or exposed in or on any part of the Common Elements or Limited Common Elements.

(k) Draperies. If installed by a Unit Owner, all

draperies, blinds and curtains must at a minimum include a white backing or lining and be subject to the rules and regulations as promulgated in the By-Laws and by the Executive Board.

(1) Parking Areas, Parking Spaces and Parking Units.

Except for motor vehicles of the type normally used for personal, daily transportation, no vehicles or other property including, but not limited to, motor homes, trailers, boats, dump trucks or heavy commercial vehicles may be parked or stored in parking areas, parking spaces or parking units. Each Residential Unit Owner regardless of Unit size shall be assigned one (1) Parking Unit for his exclusive use. Each Office Unit Owner shall be assigned one (1) Parking Unit for each full 1,000 square feet of Office Unit owned (e.g. if an Office Unit is 3,750 square feet, three (3) Parking Units shall be assigned for his exclusive use). Some parking spaces shall be reserved for guests or business invitees of the Unit Owners.

Those parking spaces reserved for guests or business invitees of Unit Owners may not be used by employees of Owners of Units, for any reasons or periods of time; excepting employees whose principal place of business is not the Property and who are visiting the Property on a short term, temporary basis.

The Parking Unit(s) assigned pursuant to this subparagraph may be owned only by Owners of a Residential or

Office Unit. Those parking spaces initially assigned with each Residential Unit and with each 1,000 square feet of Office Unit owned shall be transferred, sold or conveyed only as part of such Unit.

(m) Electrical Heating and Plumbing. No one shall overload the electrical wiring in the Property 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 or connections with the heating or plumbing system without the prior written consent of the Executive Board.

(n) Security. The Association will strive to maintain The Towers as a safe, secure environment. HOWEVER, NEITHER THE ASSOCIATION NOR DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL UNIT OWNERS, TENANTS, GUESTS AND INVITEES OF ANY UNIT OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION AND DECLARANT, ARE NOT INSURERS AND THAT EACH UNIT OWNER, TENANT, GUEST, AND INVITEE ASSUMES ALL RISK OF LOSS OR DAMAGE TO PERSONS, TO UNITS, AND TO THE CONTENTS OF UNITS AND FURTHER ACKNOWLEDGE THAT DECLARANT HAS MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY OWNER, TENANT, GUEST, OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE

RELATIVE TO ANY SECURITY MEASURES RECOMMENDED OR UNDERTAKEN.

(c) Powers of the Executive Board. The Executive Board shall have the power to make such rules and regulations as may be necessary to carry out the intent of these restrictions, and shall have the right to bring suit on behalf of the Association to enforce the provisions of this Declaration, the By-Laws and the rules and regulations promulgated by the Executive Board. The Executive Board shall further have the right to levy fines for violations of the provisions of this Declaration, the By-Laws and the rules and regulations promulgated by the Executive Board; any Unit Owner determined to be in violation of this Declaration, the By-Laws and rules and regulations promulgated by the Executive Board, shall pay all attorney's fees and costs incurred by the Executive Board in the enforcement of the same against the Unit Owner and any fine levied by the Executive Board, provided that the fine for a single violation may not, under any circumstances, exceed \$50.00. For each day a violation continues after notice it shall be considered a separate violation. Any fine so levied is to be considered as a Common Expense to be levied against a particular Unit Owner involved, and collection may be enforced by the Executive Board in the same manner as the Executive Board is entitled to enforce collections of Common Expense. The Executive Board shall establish a proper procedure for delivery of Notice of and holding of a Hearing

wherein all interested parties may appear prior to the levying of any fine.

(p) Use of Common Elements. The Common Elements shall be used only for the furnishing of the services of facilities for which they are reasonably suited and which are incidents of the use and occupancy of the Units.

(q) Reserve Funds. The Executive Board shall have the power to create contingency reserve funds which funds shall be used for the benefit of Unit Owners, and to assess the Unit Owners for contributions to the contingency reserve funds in accordance with their percentage of ownership of the Common Elements.

ARTICLE VIII

Leasing; Prior Approval on Resale of Unit

Section 8.1. A Unit Owner may lease his Unit (but not less than his entire Unit) at any time under the conditions as herein stated;

(a) No Unit Owner except Declarant or her mortgagee may lease more than two (2) Units regardless of the number of Units owned by the Unit Owner.

(b) No Unit may be leased for transient or hotel purposes or for a term of less than twelve (12) months; provided a Residential Unit Owner may allow persons to live in a Residential Unit for a period of no longer than sixty (60) days so long as no rent is charged. The Declarant may lease for a

term of less than twelve (12) months.

(c) No Unit Owner except Declarant or her mortgagee may lease a Unit without first obtaining the approval of the Executive Board.

(d) No Unit Owner except Declarant or her mortgagee may lease a Unit without a written lease.

(e) No Unit may be leased without a copy of such lease furnished to the Executive Board within ten (10) days after the execution thereof and be subject to said approval of the Executive Board.

(f) No animals or pets will be permitted to any lessee.

(g) Residential Units shall be occupied by no more than one (1) family. No family shall contain any persons under the age of twenty-three (23) years and not employed full-time except natural or adopted children, and no more than two (2) members of a family may be unrelated by blood, marriage or adoption. The right of any lessee shall be bound by the covenants, conditions and restrictions set forth in the Declaration, By-Laws and rules and regulations. Any default thereunder shall constitute a default under the lease; provided, however, that the foregoing shall not impose any direct liability on any lessee of a Unit to pay any Common Expense assessments on behalf of the Owner of that Unit.

Section 8.2. Conveyances, Sales and Transfers. In order to insure a community of congenial residents and occupants and protect the value of the Units and to further the continuous

harmonious development of the Condominium, the sale, conveyance and transfer of Units, by any Owner other than the Developer, shall be subject to the following provisions:

Prior to sale, conveyance or transfer of any Condominium Unit to any person or artificial entity, the Unit Owner shall notify the Executive Board of the Association, in writing, of the name and address of the person to whom the proposed sale is to be made and furnish such other information as may be required by the Executive Board of the Association. Within fifteen (15) days from receipt of said notification, the Executive Board of the Association shall either approve or disapprove the proposed sale, in writing, and shall notify the Unit Owner of its decision. In the event the Executive Board shall fail to approve or disapprove the proposed sale within fifteen (15) days, the failure to act as aforesaid shall be considered approval of the sale.

In the event that the Executive Board disapproves the proposed sale because the prospective purchaser:

- (a) does not satisfy the credit worthiness reasonably necessary to discharge the obligations of a Unit Owner;
- (b) does not have a good reputation in the community where he has resided; or
- (c) intends to use the Unit in a manner which is not suitable with the existing use and Owners of the Property,

then such disapproval shall be final, and the Unit Owner wishing

to sell may not sell, convey or transfer the Unit to that prospective purchaser.

In the event the Executive Board disapproves the proposed sale for a reason other than the prospective purchaser violates or will violate this Declaration or otherwise does not qualify for membership in the Association, and if the Unit Owner still desires to consummate such sale, the Unit Owner shall, thirty (30) days before such sale, give written notice to the Secretary of the Association of Unit Owner's intention to sell on a certain date, together with the price and the other terms thereof, and the Secretary shall promptly notify the members of the Association of the date, price and terms. Any member shall have the first right over the prospective purchaser to purchase, provided the member so notifies the Secretary of the Association in writing of the acceptance at least fifteen (15) days before the date of the intended sale and deposits with the Secretary of the Association ten (10%) percent of the purchase price as a good faith deposit, which information and notice of deposit the Secretary of the Association shall promptly forward to the Unit Owner. In the event no members of the Association exercise this first right to purchase as aforescribed, then a purchaser (other than a Unit Owner) who is approved by the Association may purchase the Unit upon the price and upon the terms contained in the notice, provided the Association, at least ten (10) days before the date of the intended sale, notifies the Unit Owner that a purchaser has been furnished and that said purchaser has

deposited ten (10%) percent of the purchase price with the Association as a good faith deposit for the intended sale. In the event the Unit Owner giving notice receives acceptance from more than one member, it shall be discretionary with the Unit Owner giving notice to consummate the sale with whichever of the accepting members the Unit Owner giving notice chooses.

In the event the Unit Owner giving notice receives no written notice from any member of the Association, or any other qualifying person, accepting the price and terms of the proposed sale on or before ten (10) days before the date given in the notice as the date of sale, then that Unit Owner may complete the sale on the day and at the price and terms given in the notice, but on no other day and at no other price or terms, without repeating the procedure outlined above. In the event the Unit Owner makes a sale without first complying with the terms hereof, any other member of the Association shall have the right to redeem from the purchaser, according to the provisions hereof. The member's redemption rights shall be exercised by the member reimbursing the purchaser for the monies expended and immediately after such reimbursement, said purchaser or transferee shall convey all of purchaser's or transferee's right, title and interest in the Unit to the member or members making the redemption.

An affidavit of the Secretary of the Association stating that the Executive Board has approved in all respects, on a certain date, the sale of a Unit to certain persons, shall be

conclusive evidence of such fact.

An affidavit of the Secretary of the Association stating that the Executive Board was given proper notice on a certain date of a proposed sale and that the Executive Board disapproved or failed to act on such proposed sale, and that thereafter all the provisions hereof which constitute conditions precedent to a sale of a Unit have been complied with, so that the sale of a particular Unit to particularly named persons does not violate the provisions hereof, shall be conclusive evidence of such facts for the purpose of determining the status of the persons to whom such Unit is sold. Such affidavit shall not be evidence of the fact that the sale to such persons was made at the price, terms and date in the notice given to the Secretary of the Association, but one hundred twenty (120) days after the date of the notice to the Executive Board, as stated in the affidavit, the redemption rights herein afforded the members shall terminate.

ARTICLE IX

Budgets; Common Expenses; Assessments and Enforcement

Section 9.1. Monthly Payments. All Common Expense and Limited Common Expense assessments made in order to meet the requirements of the Association's annual budget shall be deemed to be adopted and assessed against the Unit Owners on a monthly basis (rather than on an annual basis payable in monthly installments) and shall be due and payable in advance, on the

first day of each month, as determined by the Executive Board.

Section 9.2. Beginning of Monthly Payments. The obligation of each unit owner to make monthly payments as Common Expense or Limited Common Expense assessments shall begin in accordance with the terms of an Agreement between Marian Ungar Coppersmith and The Towers Condominium Association, dated December , 1988. A copy of said Agreement is attached hereto as Exhibit "D".

Section 9.3. Subordination of Certain Charges. Any fees, charges, late charges, fines and interest which may be levied by the Executive Board pursuant to Sections 3302(a)(10), (11) and (12) of the Act, shall be subordinate to the lien of a Permitted Mortgage on a Unit.

ARTICLE X

Rights of Permitted Mortgagees

Section 10.1. 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 assessment, 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) Notices 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 of the Property;

(g) Notice of any default by the Owner of the Unit which is subject to the mortgage, where such default is not cured by the Unit Owner within thirty (30) days after the giving of notice by the Association to the Unit Owner of the existence of the default.

Section 10.2. Information with Request. 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.

Section 10.3. Failure of Compliance. Failure to comply with the requirements set forth herein or in the By-Laws or rules and regulations shall in no way invalidate otherwise proper

actions of the Association and the Executive Board.

ARTICLE XI

Declarant's Rights

Section 11.1. 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 five members (40%) 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 this Declaration, or (ii) 180 days after 75% of the Units have been conveyed to Unit Owners other than Declarant, shall elect a new five member Executive Board.

ARTICLE XII

Limitation of Liability

Section 12.1. 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 injury or damage to persons or property caused by the elements or by another Unit Owner or Person on the Property, or resulting from electricity, 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 caused by theft or damage to 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 elsewhere on the Property, 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 acts performed by or for them, except for the Executive Board members' own willful misconduct or gross negligence in the performance of their duties.

(f) Shall have no personal liability arising out of the use, misuse or condition of the Building, or which might in any other way be assessed against or imputed to the Executive Board members, as a result or by virtue of their performance of their duties, except for the Executive Board members' own willful misconduct or gross negligence.

Section 12.2. Indemnification and Insurance. Each member of the Executive Board, in his capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he is an Executive Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged guilty of willful misconduct or gross negligence in the performance of his 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 if he is then an Executive Board member) approves such settlement and reimbursement as being in the best interests 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 conduct was unlawful. If not covered by insurance, the Executive Board may purchase insurance for the protection of the Executive Board, its members, or the Association, as the Executive Board deems proper; the premiums for which shall be a Common Expense. The indemnification by the Unit Owners set forth in this Section 12.2 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. Such right of 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 12.3 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.

IN WITNESS WHEREOF, the said Marian Ungar Coppersmith has caused her name to be signed to these presents on this 12th day of January, 1989.

Marian Ungar Coppersmith
Marian Ungar Coppersmith

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF CENTRE) ss:

On this, the 12th day of January, 1989, before me a notary public the undersigned officer, personally appeared Marian Ungar Coppersmith known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purpose therein contained.

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

Lori L. Kerschner
Notary Public [SEAL]

NOTARIAL SEAL
LORI L. KERSCHNER, Notary Public
State College Boro, Centre County
My Commission Expires July 1, 1991

Recorded in the office for the recording
of Deeds, etc in and for Centre County
In RECORDED Book No. 473 at page 45..
16th day of Jan.: A. D. 1989
Witness my hand and seal of office

Hayden M. Litwin
Recorder

Exhibit "A"

Real Estate

PARCEL A:

ALL OF THAT certain messuage, tenement and tract of land, situate, lying and being in the Borough of State College, County of Centre, and Commonwealth of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a point at the northwest corner of Lot #11 of Block "B", said point being the southeast corner of the intersection of East Nittany Avenue and "C" Alley, thence in an easterly direction along the southern line of East Nittany Avenue 60 feet to a point, thence in a southerly direction along what is known as the Heatherbloom property, 144 feet to a point in the northern line of an alley running parallel to Nittany Avenue, thence in a westerly direction along the northern line of said alley 60 feet to a point in the eastern line of "C" Alley running parallel to Allen Street, thence in a northerly direction along the eastern line of "C" Alley 144 feet to the place of beginning.

PARCEL B:

ALL THAT CERTAIN messuage, tenement and tract of land situate in the Borough of State College, Centre County, Pennsylvania, bounded and described as follows:

BEING known as Lot No. 8 and one-half of Lot No. 7 of Block "B" in the plot or plan of Highland Park Addition to said Borough of State College, with the improvements thereon erected, bounded on the South by Fairmount Avenue, on the West by an Alley, on the North by an Alley, and on the East by the East half of Lot No. 7, Block "B", Highland Park Addition aforesaid, said plot being recorded in the Recorder's Office of Centre County in Deed Book Vol. 100, Page 238, and the premises herein conveyed having a frontage or width of 75 feet along Fairmount Avenue aforesaid, and extending back in length by parallel lines 144 feet to an alley.

PARCEL C:

ALL THAT CERTAIN messuage, tenement and tract of land situate, lying and being in the Borough of State College, County of Centre, and Commonwealth of Pennsylvania, bounded and described as follows:

BOUNDED on the West by Allen Street; on the North by Nittany

Avenue; on the East by Alley; and on the South by Lot No. 15 of Highland Park Addition to State College. Said plot being recorded in the Recorder's Office of Centre County in Deed Book Vol. 100, at Page 238, the premises herein conveyed being 60.83 feet in width on Allen Street, 133.8 feet in length along Nittany Avenue, 60.8 feet in width on Alley, and 135.5 feet in length along Lot No. 155.

BEING known as Lot no. 16, Block B, in the plot or plan of Highland Addition to the Borough of State College.

PARCEL D:

ALL THAT CERTAIN messuage, tenement and tract of land, situate, lying and being in the Borough of State College, County of Centre, and Commonwealth of Pennsylvania, bounded and described as follows, to-wit:

On the Southwest by Allen Street, on the Northwest by Lot No. 16, on the Northeast by an alley, and on the Southeast by Lot No. 14 in Block "B" of Highland Park Addition to the Borough of State college, said plot or plan being recorded in the Recorder's Office of Centre County in Deed Book Volume 100, Page 238. The premises herein conveyed have sixty and eighty-three hundredths (60.83) feet on Allen Street, one hundred thirty-five and five tenths (135.5) feet along Lot No. 16, sixty and eight tenths (60.8) feet along alley in rear of said lot and one hundred thirty-seven and five tenths (137.5) feet along Lot No. 14.

BEING known as Lot No. 15, Block "B" in the plot or plan of Highland Park Addition to the Borough of State College.

PARCEL E:

ALL THAT CERTAIN messuage, tenement and tract of land situate in State College Borough, Centre County, Pennsylvania, described in the conveyance to the Decedent as two tracts as follows:

TRACT NO. 1:

KNOWN as Lot No. 14 as shown on the Plan of Highland Park Addition to the Borough of State College, said plot being recorded in Centre County Miscellaneous Book P, Page 380, bounded on the Northeast by an alley; on the Southeast by Lot No. 13; on the Southwest by Allen Street and on the Northwest by Lot No. 15. Said premises being 60.8 feet wide along alley and 139.5 feet in length along Lot No. 13, 60.83 feet in width along Allen Street and 137.5 feet in length along Lot No. 15.

TRACT NO. 2:

BEGINNING at a point on the Easterly boundary of South Allen Street distant 76.66 feet from the Northeasterly corner of the intersection of Fairmount Avenue and South Allen Street; thence Northerly along the Easterly boundary of South Allen Street a distance of 45 feet to a point, the corner of Lot No. 14; thence Easterly along the line of Lot No. 14, 139.5 feet to the Westerly boundary of a certain unnamed 12 foot alley; thence Southerly along the Westerly boundary of said unnamed 12 foot alley 45 feet to a point; thence Westerly in a line approximately parallel with the line dividing Lots Nos. 13 and 14, 140 feet, more or less, to the place of beginning.

BEING the Northerly 45 feet of Lot No. 13 on the plot or plan of lots prepared by H. B. Shattuck for the Highland Park Real Estate Company as corrected and extended, September, 1913.

The above tracts were surveyed by A. Scott Rossi, Registered Engineer No. 9649E, and a plot or plan was made by said Engineer May 12, 1964. Pursuant to such survey and plan, the premises were combined into a single description, as follows:

BEGINNING at an iron pin on the Easterly side of South Allen Street which iron pin is 76.66 feet from the Northeasterly corner of the intersection of Fairmount Avenue and South Allen Street; thence by the Easterly side of South Allen Street North $47^{\circ} 46'$ West 105.83 feet to an iron pin; thence by the premises of the Grantee North $40^{\circ} 26'$ East 137.50 feet to an iron pin on the Westerly side of "C" Alley; thence by such alley South $50^{\circ} 03'$ East 105.80 feet to an iron pin; thence by other premises of the Grantee South $40^{\circ} 36'$ West 142.01 feet to the place of beginning.

PARCEL F:

ALL THAT CERTAIN messuage, tenement and tract of land situate, lying and being in the Borough of State College, County of Centre, and Commonwealth of Pennsylvania, more accurately bounded and described as follows, to-wit:

BEGINNING at a point at the Northeast corner of the intersection of South Allen Street and East Fairmount Avenue; thence along the Northerly boundary of East Fairmount Avenue one hundred forty-three and five-tenths (143.5) feet to the Westerly boundary of "C" Alley; thence northerly along the Westerly boundary of said "C" Alley, seventy-six and sixty-six hundredths (76.66) feet to a point; thence at right angles and Westerly one hundred forty-one (141) feet, more or less, along premises now or

late of L. K. Metzger to the Easterly boundary of South Allen Street; thence Southerly along the Easterly boundary of South Allen Street seventy-six and sixty-six hundredths (76.66) feet to the place of beginning.

BEING Lot No. 12 and a portion of Lot No. 13 in Block B in the plot or plan of Highland Park Addition to the Borough of State College.

PARCEL G:

ALL THAT CERTAIN portion of land situate in the Borough of State College known and designated as "C" Alley which lies between East Nittany Avenue and East Fairmount Avenue, and that portion of Birch Alley which were vacated by the Borough of State College on January 26, 1987 pursuant to Ordinance No. 1167, as more fully described as follows:

A. "C" Alley from the southerly side of East Nittany Avenue to the northerly side of East Fairmount Avenue, being 12 feet in width and 304 feet in length and described as follows:

BEGINNING at an iron pin located at the northwesterly corner of the intersection of East Fairmount Avenue and "C" Alley; thence along the westerly line of "C" Alley North 57° West, 304 feet to an iron pin on the southerly line of East Nittany Avenue; thence along the southerly line of East Nittany Avenue, a 50 foot right-of-way, North 33° East, 12 feet to the southeasterly corner of the intersection of East Nittany Avenue and "C" Alley; thence along the easterly line of "C" Alley, South 57° East, 304 feet to the northerly line of East Fairmount Avenue; thence along the northerly line of East Fairmount Avenue, a 55 foot right-of-way, South 33° West, 12 feet, to the place of beginning.

B. The westerly 60 feet of Birch Alley, being 16 feet in width and 60 feet in length and described as follows:

BEGINNING at the southeasterly corner of the intersection of Birch Alley, a 16 foot right-of-way and "C" Alley, a 12 foot right-of-way; thence along the easterly line of "C" Alley North 57° West, 16 feet to the northeasterly corner of the intersection of such alleys; thence along the northerly line of Birch Alley, North 33° East, 60 feet to a point, being the common corner of Lots Numbers 116 East Nittany Avenue and 126 East Nittany Avenue, thence crossing Birch Alley, South 57° East, a distance of 16 feet to a point on the southerly line of Birch Alley; thence along the southerly line of Birch Alley South 33° West, 60 feet to the place of beginning.

All the above parcels are described in accordance with a Lot Consolidation dated July 28, 1986 as prepared by Uni-Tec, Inc. Consulting Engineers, recorded in Centre County Plat Book 36, Page 164 as follows:

BEGINNING at an iron pin located at the intersection of the eastern line of South Allen Street with the southern line of East Nittany Avenue; thence along East Nittany Avenue North $33^{\circ} 00' 00''$ East, a distance of 205.50 feet to an iron pin at the corner of lands now or formerly of Betty J. Haugh Quarles; thence along said lands now or formerly of Quarles and crossing the unvacated terminus of Birch Alley South $57^{\circ} 00' 00''$ East a distance of 160.00 feet to an iron pin in the eastern line of Birch Alley; thence along the eastern line of Birch Alley North $33^{\circ} 00' 00''$ East a distance of 15.00 feet to an iron pin at the corner of lands now or formerly of Charles S. Guenther, thence along said lands now or formerly of Guenther South $57^{\circ} 00' 00''$ East a distance of 144.00 feet to an iron pin on the line of East Fairmount Avenue; thence along East Fairmount South $33^{\circ} 00' 00''$ West a distance of 230.50 feet to an iron pin on the line of South Allen Street; thence along South Allen Street North $55^{\circ} 07' 00''$ West a distance of 304.16 feet to an iron pin the place of beginning.

BOOK 473 PAGE 84

Exhibit "B"

Plats and Plans

[SEE PLANS RECORDED IN CENTRE COUNTY PLAT BOOK]

Exhibit "C"

Percentage Interest

Unit	Square Feet	% Interest Total	Votes
R301	1,607	1.5455%	15,455
R302	1,607	1.5455%	15,455
R303	1,607	1.5455%	15,455
R304	1,607	1.5455%	15,455
R306	1,607	1.5455%	15,455
R307	1,607	1.5455%	15,455
R308	1,607	1.5455%	15,455
R309	1,607	1.5455%	15,455
R401	1,607	1.5455%	15,455
R402	1,607	1.5455%	15,455
R403	1,607	1.5455%	15,455
R404	1,607	1.5455%	15,455
R406	1,607	1.5455%	15,455
R407	1,607	1.5455%	15,455
R408	1,607	1.5455%	15,455
R409	1,607	1.5455%	15,455
R501	1,607	1.5455%	15,455
R502	1,607	1.5455%	15,455
R503	1,607	1.5455%	15,455
R504	1,607	1.5455%	15,455
R506	1,607	1.5455%	15,455
R507	1,607	1.5455%	15,455
R508	1,607	1.5455%	15,455
R509	1,607	1.5455%	15,455
R601	1,607	1.5455%	15,455
R602	1,607	1.5455%	15,455
R603	1,607	1.5455%	15,455
R604	1,607	1.5455%	15,455
R606	1,607	1.5455%	15,455
R607	1,607	1.5455%	15,455
R608	1,607	1.5455%	15,455
R609	1,607	1.5455%	15,455
R701	1,607	1.5455%	15,455
R702	1,607	1.5455%	15,455
R703	1,607	1.5455%	15,455
R704	1,607	1.5455%	15,455
R706	1,607	1.5455%	15,455
R707	1,607	1.5455%	15,455
R708	1,607	1.5455%	15,455
R709	1,607	1.5455%	15,455
RESIDENTIAL TOTAL	64,280	61.82%	618,200

Unit	Square Feet	% Interest Total	Votes
OFFICE TOTAL	30,243	29.08%	290,811
P1		.06107%	611
P2		.06107%	611
P3		.06107%	611
P4		.06107%	611
P5		.06107%	611
P6		.06107%	611
P7		.06107%	611
P8		.06107%	611
P9		.06107%	611
P10		.06107%	611
P11		.06107%	611
P12		.06107%	611
P13		.06107%	611
P14		.06107%	611
P15		.06107%	611
P16		.06107%	611
P17		.06107%	611
P18		.06107%	611
P19		.06107%	611
P20		.06107%	611
P21		.06107%	611
P22		.06107%	611
P23		.06107%	611
P24		.06107%	611
P26		.06107%	611
P27		.06107%	611
P28		.06107%	611
P29		.06107%	611
P30		.06107%	611
P31		.06107%	611
P32		.06107%	611
P33		.06107%	611
P34		.06107%	611
P35		.06107%	611
P36		.06107%	611
P37		.06107%	611
P38		.06107%	611
P39		.06107%	611
P40		.06107%	611
P41		.06107%	611
P42		.06107%	611
P43		.06107%	611
P44		.06107%	611
P45		.06107%	611

Unit	Square Feet	% Interest Total	Votes
P46		.06107%	611
P47		.06107%	611
P48		.06107%	611
P50		.06107%	611
P51		.06107%	611
P52		.06107%	611
P53		.06107%	611
P54		.06107%	611
P55		.06107%	611
P56		.06107%	611
P57		.06107%	611
P58		.06107%	611
P59		.06107%	611
P60		.06107%	611
P61		.06107%	611
P62		.06107%	611
P63		.06107%	611
P64		.06107%	611
P65		.06107%	611
P66		.06107%	611
P67		.06107%	611
P68		.06107%	611
P69		.06107%	611
P70		.06107%	611
P71		.06107%	611
P72		.06107%	611
P73		.06107%	611
P74		.06107%	611
P75		.06107%	611
P76		.06107%	611
P77		.06107%	611
P78		.06107%	611
P79		.06107%	611
P80		.06107%	611
P81		.06107%	611
P82		.06107%	611
P83		.06107%	611
P84		.06107%	611
P85		.06107%	611
P86		.06107%	611
P87		.06107%	611
P88		.06107%	611
P89		.06107%	611
P90		.06107%	611
P91		.06107%	611
P92		.06107%	611
P93		.06107%	611

Unit	Square Feet	% Interest Total	Votes
P94		.06107%	611
P95		.06107%	611
P96		.06107%	611
P97		.06107%	611
P98		.06107%	611
P99		.06107%	611
P100		.06107%	611
P101		.06107%	611
P102		.06107%	611
P103		.06107%	611
P104		.06107%	611
P105		.06107%	611
P106		.06107%	611
P107		.06107%	611
P108		.06107%	611
P109		.06107%	611
P110		.06107%	611
P111		.06107%	611
P112		.06107%	611
P113		.06107%	611
P114		.06107%	611
P115		.06107%	611
P116		.06107%	611
P117		.06107%	611
P118		.06107%	611
P119		.06107%	611
P120		.06107%	611
P121		.06107%	611
P122		.06107%	611
P123		.06107%	611
P124		.06107%	611
P125		.06107%	611
P126		.06107%	611
P127		.06107%	611
P128		.06107%	611
P129		.06107%	611
P130		.06107%	611
P131		.06107%	611
P132		.06107%	611
P133		.06107%	611
P134		.06107%	611
P135		.06107%	611
P136		.06107%	611
P137		.06107%	611
P138		.06107%	611
P139		.06107%	611
P140		.06107%	611
P141		.06107%	611

Unit	Square Feet	% Interest Total	Votes
P142		.06107%	611
P143		.06107%	611
P144		.06107%	611
P145		.06107%	611
P146		.06107%	611
P147		.06107%	611
P148		.06107%	611
P149		.06107%	611
PARKING			
TOTAL		9.10%	91,039
	TOTAL	100.0%	1,000,050

EXHIBIT "D"

AGREEMENT

THIS AGREEMENT made this _____ day of December, 1988, by and between MARIAN UNGAR COPPERSMITH, Declarant of The Towers, a Condominium herein after referred to "Coppersmith",

-AND-

THE TOWERS CONDOMINIUM ASSOCIATION, a Pennsylvania Non-profit corporation herein after referred to "Association".

BACKGROUND

Coppersmith intends to create a condominium known as "The Towers" and Association is the entity created under the Pennsylvania Uniform Condominium Act to, among other things, administer, collect and disburse payments for the Common Expense and Limited Common Expense of the Condominium.

The parties desire to enter into an Agreement setting forth the time at which the payments of monthly assessments of Unit Owners shall begin.

NOW THEREFORE, intending to be legally bound hereby the parties agree as follows:

Coppersmith and Association agree that Coppersmith shall be responsible for all items of Common Expense and Limited Common Expense of the condominium known as "The Towers" until Coppersmith notifies the Association in writing that the payment of monthly assessments by Unit Owners should begin. The monthly

payment of Unit Owners shall begin on the first day of a month, and Coppersmith agrees to give Association at least 15 days prior notice. In no event shall the effective date of the beginning of monthly payments be until after the closing on the sale of at least one Unit.

IN WITNESS WHEREOF, the parties hereunto set their hands the day and year first above written.

MARIAN UNGAR COPPERSMITH

THE TOWERS CONDOMINIUM ASSOCIATION

By: _____
President

ATTEST:

Secretary

-45-

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF CENTRE) SS

I, _____, a Notary Public in and for
said County, in the State aforesaid, do hereby certify that
Marian Ungar Coppersmith, whose name is subscribed to the
foregoing Declaration of Condominium, personally appeared before
me this day, and she acknowledged and swore that she signed,
sealed and delivered the said instrument as her free and
voluntary act and deed for the uses and purposes therein set
forth and that the statements therein contained are true.

Given under my hand and notarial seal this _____ day of
_____, 1988.

Notary Public
My Commission Expires: