

VILLAGE OF NITTANY GLEN CONDOMINIUM ASSOCIATION

Historical Documentation

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**PUBLIC OFFERING STATEMENT
FOR
VILLAGE OF NITTANY GLEN,
A CONDOMINIUM**

**THIS PUBLIC OFFERING STATEMENT IS FURNISHED TO PROSPECTIVE
PURCHASERS PURSUANT TO THE PENNSYLVANIA UNIFORM CONDOMINIUM
ACT, 68 PA.C.S. §§ 3101, ET SEQ. EACH PURCHASER OF A UNIT SHOULD READ
THIS DOCUMENT CAREFULLY FOR HIS OR HER OWN PROTECTION.**

IMPORTANT NOTICES:

- A. WITHIN FIFTEEN (15) DAYS AFTER RECEIPT OF THIS PUBLIC OFFERING STATEMENT (OR AN AMENDMENT TO THIS PUBLIC OFFERING STATEMENT THAT MATERIALLY AND ADVERSELY AFFECTS THE RIGHTS OR OBLIGATIONS OF A PURCHASER), THE PURCHASER MAY, BEFORE CONVEYANCE OF THE UNIT, CANCEL ANY CONTRACT FOR THE PURCHASE OF A UNIT FROM THE DECLARANT. IF THE PURCHASER ELECTS TO CANCEL, HE OR SHE MUST DELIVER NOTICE OF CANCELLATION TO THE DECLARANT BY HAND DELIVERY (IN WHICH CASE EVIDENCE OF RECEIPT SHOULD BE OBTAINED) OR BY PREPAID UNITED STATES MAIL.
- B. IF THE DECLARANT FAILS TO PROVIDE A PUBLIC OFFERING STATEMENT AND ANY AMENDMENTS TO A PURCHASER BEFORE CONVEYANCE OF THE UNIT, THE PURCHASER MAY RECOVER, IN ADDITION TO ANY OTHER RELIEF, AN AMOUNT EQUAL TO FIVE PERCENT (5%) OF THE SALES PRICE OF THE UNIT (UP TO A MAXIMUM OF TWO THOUSAND DOLLARS (\$2,000.00)); OR ACTUAL DAMAGES, WHICHEVER IS GREATER. HOWEVER, A MINOR OMISSION OR ERROR IN THE PUBLIC OFFERING STATEMENT OR AN AMENDMENT THERETO THAT IS NOT WILLFUL SHALL ENTITLE THE PURCHASER TO RECOVER ONLY ACTUAL DAMAGES (IF ANY).
- C. IF A PURCHASER RECEIVES THIS PUBLIC OFFERING STATEMENT (OR AN AMENDMENT THAT MATERIALLY AND ADVERSELY AFFECTS THE RIGHTS OR OBLIGATIONS OF THE PURCHASER) MORE THAN FIFTEEN (15) DAYS BEFORE SIGNING A CONTRACT TO PURCHASE A UNIT, THE PURCHASER CANNOT CANCEL THE CONTRACT UNLESS THERE IS AN AMENDMENT TO THE PUBLIC OFFERING STATEMENT AFTER THE CONTRACT IS SIGNED THAT WOULD HAVE A MATERIAL AND ADVERSE EFFECT ON THE RIGHTS OR OBLIGATIONS OF THE PURCHASER.

PROCEDURE FOR CANCELLATION

IF THE PURCHASER ELECTS TO CANCEL THE CONTRACT FOR THE PURCHASE OF A UNIT PURSUANT TO THE PRECEDING NOTICE, THE PURCHASER MAY DO SO BY HAND DELIVERING A NOTICE OF CANCELLATION TO THE DECLARANT (IN WHICH CASE A RECEIPT SHOULD BE OBTAINED) OR BY MAILING THE NOTICE OF CANCELLATION BY POSTAGE PREPAID UNITED STATES MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO THE DECLARANT. SUCH NOTICE SHOULD NOT BE SENT TO ANY REAL ESTATE BROKER OR TO ANYONE OTHER THAN THE DECLARANT. CANCELLATION OF THE CONTRACT OF SALE IS WITHOUT PENALTY AND ALL PAYMENTS MADE BY THE PURCHASER IN CONNECTION WITH THE CONTRACT WILL BE REFUNDED PROMPTLY BY THE DECLARANT.

**PUBLIC OFFERING STATEMENT
FOR
VILLAGE OF NITTANY GLEN,
A CONDOMINIUM**

The Village of Nittany Glen is a condominium community located in State College, Pennsylvania (the "Community"). Each of the units to be offered and sold hereby (the "Units") shall consist of a area within the real property which is subject to the Declaration of Condominium of The Village of Nittany Glen (the "Declaration"), such area to be defined in the Plats (as defined herein) to be attached to the Declaration, but generally consisting of the area or "footprint" upon a lot (each, a "Lot") which a person owning a Unit ("Unitholders") will be entitled to install and/or construct a Home (as defined herein, a "Home"), the area or "footprint" of the permitted additions thereto, such as a patio and a garage, and a private gardening and landscaping areas located immediately next to the Home, as well as Limited Common Elements to include a defined "yard" area, an entrance walkway and a driveway. All other structures or improvements as may be permitted or required by local ordinance which benefit solely such Lot, Unit and Home, such as walkways, driveways, utilities lines and connections, appurtenant to and/or servicing such Home, shall be common facilities which shall be Limited Common Elements. The Village of Nittany Glen will also have as Common Elements a clubhouse, pool house and swimming pool, among other amenities, to be shared in common with all Unitholders and their guests. The Community will be managed by an Association of Unitholders, and will be required to have professional third-party management of the Community. Capitalized terms not defined herein shall have the meaning for such terms as set forth hereinafter and in the Declaration.

GENERAL INFORMATION

NAME OF THE CONDOMINIUM: VILLAGE OF NITTANY GLEN, A Condominium

LOCATION OF CONDOMINIUM: 590 Fillmore Road, Benner Township, Centre County, Pennsylvania

NAME OF DECLARANT: Village of Nittany Glen, LP, a Pennsylvania limited partnership.

ADDRESS OF DECLARANT: 940 W. Sproul Road, Springfield, PA 19064

EFFECTIVE DATE OF PUBLIC OFFERING STATEMENT: July 25, 2008

The Pennsylvania Uniform Condominium Act ("Act") requires that the original developer and seller of units in a condominium (called the "Declarant") disclose the characteristics of the condominium and the units being offered for sale. This Public

Offering Statement is the means by which such disclosure is to be made. This Public Offering Statement consists of two sections: a narrative description of the Condominium, and an Exhibits section.

The Exhibits include copies of the forms of agreements of sale for the purchase of a Unit in the Condominium; a copy of the proposed form of Declaration of Condominium, which the Declarant intends to record to create the Condominium; a copy of the proposed By-Laws of Nittany Glen Condominium Association; a projected budget of the Association for its first year of operation after the estimated date on which the first Unit is conveyed; a reduced site plan of the Condominium; a sample form of condominium unit deed; a Unit reservation form; and the form of Management Services Agreement to be entered into with Declarant's affiliate, McKee Community Management, LLC. ("MCM").

The narrative section of this Public Offering Statement contains a summary of the Exhibits, but does not attempt to describe, explain, interpret or restate all of the important provisions of the Exhibits. Accordingly, it is important that prospective purchasers read all the Exhibits in their entirety. If there is a conflict or discrepancy between the narrative portion of this Public Offering Statement and the Exhibits, the Exhibits will control.

EACH PROSPECTIVE PURCHASER SHOULD CAREFULLY REVIEW THIS PUBLIC OFFERING STATEMENT AND EXHIBITS IN THEIR ENTIRETY BEFORE SIGNING AN AGREEMENT OF SALE. NO REAL ESTATE BROKER, REAL ESTATE SALESPERSON OR ANY MEMBER OF THE DECLARANT'S CONSTRUCTION OR SALES STAFF IS AUTHORIZED TO MAKE ANY STATEMENTS OR REPRESENTATIONS THAT ARE NOT CONTAINED IN THIS PUBLIC OFFERING STATEMENT OR TO INTERPRET OR ADVISE A PURCHASER WITH RESPECT TO THEIR LEGAL SIGNIFICANCE OR EFFECT. NO OTHER REPRESENTATION OR STATEMENT MAY BE RELIED ON BY PURCHASERS AND NO OTHER REPRESENTATIONS OR STATEMENTS ARE BINDING ON THE DECLARANT.

PROSPECTIVE PURCHASERS ARE URGED TO CONSULT WITH A LAWYER TO REVIEW AND EXPLAIN THIS PUBLIC OFFERING STATEMENT AND THE EXHIBITS.

Capitalized terms that are used in this Public Offering Statement but not specifically defined herein are intended to have the same meanings as are given to them in the Act, the Declaration and the Bylaws, as applicable.

**PUBLIC OFFERING STATEMENT
FOR
VILLAGE OF NITTANY GLEN
A CONDOMINIUM**

Village at Nittany Glen, L.P. (the "Declarant") is developing a parcel of real estate, approximately one hundred and three (103) acres, located in Benner Township, Centre County, Pennsylvania (the "Property") as a residential condominium known as "VILLAGE OF NITTANY GLEN, A Condominium" (the "Condominium").

UNDERSTANDING THE CONDOMINIUM CONCEPT GENERALLY

A condominium is a form of legal ownership of real estate in which the owner of a condominium Unit owns legal title to a portion of the Condominium and an undivided percentage interest in the common elements of the condominium. Common elements of a condominium consist of all parts of the real estate included in the condominium development other than the Units themselves. While not all condominiums are the same, common elements in a condominium of this type typically include the common parking areas, private streets, drives and entranceways, landscaped or open space areas and all of the structural components of the common utility systems that surround, support and serve the Units, and generally all portions of the condominium that are not included in the boundaries of the Units as such boundaries are defined in the Declaration, on the plats and plans of the condominium, and by the Act. These common elements are owned in common by the owners of the Units. Ownership of a Unit includes a percentage or fractional ownership interest in the common elements ("Common Elements").

There are two basic types of common elements. Some common elements are for the common use, enjoyment and benefit of all the Unit Owners. Examples might include common parking areas, the pool, and the like.

Others are called limited common elements ("Limited Common Elements") because they are provided only for the exclusive use or benefit of one or more (but not all) of the Units. Although all the Unit Owners have an ownership interest in such facilities, they can only be used by the owners or residents of the Unit to which the particular limited common element is assigned.

A condominium is governed by an Association of its Unit Owners, which is managed by its Executive Board. All Unit Owners are members of the Association by virtue of owning a Unit. Membership is automatic and mandatory for all Unit Owners. The Association is responsible for the maintenance, repair, upkeep and replacement of the common elements, except to the extent that the Act or the Declaration places the responsibility for limited common elements on the Unit Owners to whose Units such limited common elements are allocated, or otherwise excuses the Association from such obligation. The Association also typically carries various types of insurance on the

common elements (and, sometimes, the units themselves) and against various types of liability.

The costs of performing these functions are called common expenses. The Association makes assessments against the Units to generate the funds necessary to pay the common expenses of the Association, based on a budget that is prepared and adopted on an annual basis. By owning a Unit, a Unit Owner is obligated to pay a share of the common expenses and assessments based on the percentage liability allocated to his or her Unit in the Declaration. Under the Act, the Association has a lien on each Unit to secure the payment of common expense assessments. A Unit Owner's failure to pay assessments on a timely basis can result in the imposition of late charges, interest and collection costs (including attorneys' fees). In addition, the Association has the power by law to foreclose its lien on a Unit, thus causing the sale of the Unit in order to pay the unpaid assessments, as well as collection costs, attorneys' fees, late charges and interest.

Although the Unit Owners are required to approve certain matters (for example, certain amendments to the declaration or bylaws), most decisions of the Association are made and carried out by its Executive Board, which functions like the board of directors of a corporation. Initially, the Declarant appoints all members of the Executive Board. Gradually, as increasing numbers of Units are sold, an increasing number of members of the Executive Board are elected by the Unit Owners. After 75% of the Units that the Declarant reserves the right to build have been sold (or earlier, under certain circumstances), all members of the Executive Board are elected by the Unit Owners. The Executive Board may and usually does appoint officers, and will be required to appoint MCMI or another independent, third party management company otherwise unaffiliated with the Association or any of its residents to carry out its decisions and conduct the day-to-day affairs of the Association and the management of the Community so as to assure the Community is permanently maintained as a clean, safe and secure residential community.

THE DECLARANT

The Declarant is Village of Nittany Glen, L.P., a Pennsylvania limited partnership. The general partner of the Declarant is McKee-Foxfield, LLC, a Pennsylvania limited liability company.

GENERAL DESCRIPTION OF CONDOMINIUM

The Condominium is planned to include residential lots (each, a "Lot") consisting of the "footprint" of the location of the home on the particular Lot upon which the home is located, such footprint being defined by the foundation of such Home when constructed, and any overhang such as roofs or eaves or other structures affixed to the Home, together with the footprint of the permitted additions thereto, such as a patio and

a garage (with such latter portion of the overall footprint also being defined by the "as-built" dimensions of the permitted additions, and the as-built dimensions of any repairs or replacements thereof). (Such Home footprint and permitted additions footprint, or Lot, together with all of the rights and entitlements pertaining thereto, with Home located thereon and permanently affixed thereto, is referred to as the "Unit"). Declarant intends to construct the Community infrastructure, common elements and pads to locate Lots and Units in phases, and has constructed Phases I and Phase II, consisting of 79 Units common elements, such as roads, and utilities infrastructure, and a sales office first. The Declarant has reserved the right to add up to 321 Units in four (4) additional Phases. (See discussion below about "CONVERTIBLE REAL ESTATE"). If the Declarant converts and develops all of the real estate as permitted by the Declaration the Condominium will consist of up to four hundred (400) Units.

The Community was originally opened in October, 2005, and operated as a rental community of manufactured homes, on a "leased lot" basis, as permitted under the applicable zoning. As of the date hereof, there are twenty-one (21) lessees at the Community. The Declarant has determined to convert the existing land lease community to a condominium form of ownership, whereby Units will be offered for purchase to existing home owners and prospective buyers, all of whom will be installing manufactured, factory-built homes or other permitted structures upon the Lots within the Units. Declarant will also continue to offer prospective residents the right to purchase their homes only and lease the Lots, and in such instance the Declarant shall be the Unitholder, and lessor, for such Lots.

All homes to be located on the Units shall be purchased from Declarant or Declarant's affiliate, Nittany Homes Sales, L.P. Declarant shall have the sole right to determine the brands, types and models of homes to be offered in the Community, and reserves the right to offer and sell manufactured, modular, prefab, site-built or other forms of homes on the Units, as may be permitted under applicable local ordinance. The Declarant reserves the right to lease Units owned by Declarant. The Condominium is part of a larger development scheme which will contain common elements and various roads

The Declarant is offering to sell Units and a home which will be installed, built, completed or constructed within the boundaries of the Unit to purchasers. Purchasers will receive fee simple title to their Units.

GENERAL DESCRIPTION OF COMMON ELEMENTS AND SERVICES

The Condominium will include the Lots and common elements, specifically including various roads, an in-ground pool, pool house, and a clubhouse.

The Declarant reserves the right for itself and its employees, contractors, subcontractors, sales agents and others to use any of the amenities, such as the pool

house, or unsold Units in the Condominium in connection with the construction, marketing and sale of other Units.

The Declarant plans to develop the Condominium in a multiple phases, subject to the addition of convertible real estate described herein. Site work for Phases I and II is complete and the construction of pads for seventy (79) Units is completed. The Declarant reserves the right to sell and/or construct additional Units and the homes being built or installed within their boundaries in a particular order. Accordingly, although the Declarant intends to offer all proposed Units in a Phase for sale simultaneously, the estimated completion and settlement dates for Units may vary.

In addition to other Common Expenses, certain services that homeowners normally pay separately will be included in the Common Expense Assessments charged to the Unit Owners. These include ordinary trash collection services (disposal of bulk items will be subject to additional charges). Water and sewer charges will be billed by the Association.

THE UNITS

GENERALLY

Units will be conveyed to purchasers in fee simple at the time of settlement by customary special warranty condominium deed (a proposed form of which is included in the Exhibits section of this Public Offering Statement), subject to the Declaration and other easements and matters of record affecting the Units and the Condominium as a whole, but free and clear of mortgages and other monetary liens, other than mortgages created by the purchaser(s) of the Lot and the lien of real estate taxes not yet due and payable. Generally, the boundaries of the Units will consist of the Lot which is more specifically described on the Plats and Plans of the Condominium that will be recorded with the Declaration. Purchasers will be purchasing a Home to be installed and /or constructed on the Lot, such Lot being defined by the "footprint" of the foundation of the home on the particular Lot upon which the home is located and the "footprint" of the permitted additions thereto, such as a patio and a garage. Driveways, walkways and a defined yard area shall be limited common elements.

Each Lot will be taxed separately for real estate tax purposes. No Lot Owner is liable for the payment of real estate taxes on any other Lot. The assessed value of the completed Lots with the constructed home for real estate tax purposes is not yet known, and the assessed value of the Lots and homes may vary depending on their size, features and cost.

The Declarant does not presently intend to rent Units or to market Units in blocks to investors, but reserves the right to do so.

The Declarant is not presently offering or arranging financing for the purchase of Units, but reserves the right to do so.

The obligations of purchasers under Agreements of Sale for any Units purchased from the Declarant will not be subject to or conditioned upon the purchaser's receipt of mortgage financing or the sale of the purchaser's existing home, unless the Declarant expressly agrees otherwise in the Agreement of Sale for the Unit, in its sole and absolute discretion.

The Declarant intends to offer for sale various models of homes which can be installed and built on the Lots. Presently, the Declarant intends to offer factory built, "manufactured" homes from dealers such as Ritz-craft Homes, Colony Homes or Mariette Homes, Inc. The models range in square footage from approximately 1120 square feet to approximately 1636 square feet. Prospective purchasers should review the price list and description of the various models currently available, which is available from the Declarant's sales staff. Declarant reserves the right to offer any residential products that are permitted by applicable zoning.

Square footages of models as described above and in marketing and sales literature are approximate only. Square footages are generally measured on a gross basis from the middle of walls separating the Unit from other Units, to the outside of other walls forming the Unit boundaries, and do not subtract the areas occupied by interior partitions, fixtures, appliances, cabinetry and the like. Accordingly, finished living areas will differ.

The Declarant is offering to sell the models in finished and move-in condition, with painted walls, floor coverings installed, and all cabinetry, built-in appliances, electrical and plumbing fixtures installed, substantially in accordance with the model description, and the plans and specifications for the applicable model incorporated in the Agreement of Sale. The Declarant reserves the right to sell homes upon other terms, configurations, and conditions.

Prospective purchasers may obtain from the Declarant's sales representatives brochures that include model descriptions and floor plans offered for sale, which are subject to change from time to time, as well as the most current price list, all of which are subject to change from time to time without further notice. Different purchasers may pay different prices for substantially similar models.

The Declarant intends to offer optional features and upgrades that may be included in the models at additional cost. Not all options or upgrades may be available on all models. The types and pricing of available options and upgrades are all subject to change from time to time without notice. Information on the type and cost of options and upgrades offered are available from the Declarant's sales staff. The additional cost of options must be paid at the time of signing the Agreement of Sale (or, if applicable, when the change order by which such options are selected is signed), and the balance is due at settlement.

Although it does not presently intend to do so, the Declarant reserves the right to permit, in its sole discretion, the purchase of two (2) or more adjacent Lots and create a custom designed Home consisting of the combined spaces of those Units. In that event, those Units will be permanently combined into a single Unit (which will have a Common Expense Liability, and number of votes equal to the combined Common Expense Liability and voting power allocation of the Units so combined). If two or more Units are combined in that fashion, the combined Unit may be subsequently be subdivided into two or more Units, or otherwise separated into separate living units.

Once a Unit has been conveyed by the Declarant, it may not be subdivided nor may its boundaries be relocated, without the consent of the Declarant and/or the Executive Board.

The estimated completion schedule for each individual home will be determined when the Agreement of Sale for the purchase of the Unit and home are signed and the Declarant and purchaser have finalized the plans and specifications. In addition, the completion date will be dependent on the order in which the Declarant intends to complete Units throughout the Condominium. Accordingly, it is impossible to provide a fixed schedule by which all of the Units and the homes will be completed and sold, and ultimately this will depend on market and construction scheduling factors. An estimated time frame for completion will be provided in the Agreement of Sale, but such time frame will be subject to certain delays as provided in the Agreement of Sale.

The maximum number of Units that may be included in the Condominium is four hundred (400) Units, subject to the addition of convertible real estate described herein.

COMMON ELEMENTS

The Common Elements in the Condominium will consist of all portions of the Condominium other than the Units themselves, as generally described elsewhere in this Public Offering Statement.

The Association is generally responsible for operation, maintenance, repair, replacement and insurance of the Common Elements, including Limited Common Elements. Except as provided below, the expenses of managing, maintaining, repairing and insuring of Common Elements will be a Common Expense assessed against the Units according to the percentage liability allocated to each in the Declaration.

The Declarant is not providing any bond, letter of credit or other security directly to the Association or to the Unit Owners as security for the completion of the Condominium, the Common Elements or the Units. The Declarant will be or has furnished financial security to Benner Township in the form of a bond, letter of credit or restricted account to secure the completion of certain improvements pursuant to the Pennsylvania Municipalities Planning Code and the Declarant's agreements with the

Township, but that security will not run directly to the benefit of and will not be enforceable by purchasers, Unit Owners or the Association.

The Declarant has obtained financing from Wachovia Bank, N.A. for the acquisition of the property and construction of the Condominium and all associated improvements in the amount of \$2,283,029.93. Such funds, together with other funds of the Declarant, are expected to be sufficient to finance the completion of the Condominium.

The Common Elements will be managed and maintained by the Association as and when they are substantially completed. Until a Common Element has been substantially completed, the Declarant is responsible for its maintenance and repair.

The Association will be required under the terms of the Declaration to engage the services of McKee Community Management LLC or, if consented to by Declarant approved by the Board of Directors of the Association, another independent management firm with substantial experience in managing condominiums, planned communities and other common ownership communities in Pennsylvania, to assist in the management of the Association. The Declarant intends to retain the services of McKee Community Management LLC. Although no management contract has been signed as of the date of this Public Offering Statement, a sample form of the Management Services Agreement between McKee Community Management LLC and the Association is attached as an Exhibit to this Public Offering Statement.

THE ASSOCIATION

The Condominium and the Common Elements will be governed and managed by Nittany Glen Condominium Association ("Association") which will be organized as an unincorporated association of the Unit Owners. The Unit Owners (including the Declarant) will be the only members of the Association. The Association will be responsible to manage, maintain, repair, replace and insure the Common Elements in compliance with the Declaration and the Act. The Association will levy Assessments on the Unit Owners to pay the Common Expenses.

The Association will be governed by an Executive Board consisting of three (3) members, called Directors. Subject to the Declarant's right to appoint and remove Directors during the Declarant Control Period (as defined in the Declaration), Directors of the Association will be elected by the Unit Owners.

Once the Declarant's right to appoint one or more Directors expires, the Unit Owners will elect all Directors, who shall serve for staggered terms, so that after the first such election, one Director will be elected each year for a 3-year term.

Each Unit will be allocated one (1) vote in the Association. If two (2) or more units are combined, the number of votes shall equal the number of combined units (Example: 2 units are combined into 1, the unit owner of the combined unit has 2 votes).

Cumulative voting is not permitted. Cumulative voting is a process by which members may vote for the election of Directors by multiplying the number of votes they have by the number of Directors to be elected, and then casting the resulting number of votes in favor of any one or more candidates in such proportion as the voting member may determine.

The Executive Board will appoint officers who will have the authority to carry out decisions of the board and to manage the ordinary day-to-day operations of the Association.

The Association will engage an independent management firm to assist in the management of the Condominium and the Common Elements. The compensation of the management firm will be a Common Expense.

The Association will be governed by the Declaration as well as its By-laws. A copy of the proposed By-laws of the Association is attached as an Exhibit to this Public Offering Statement. The By-laws regulate the internal governance of the Association and the procedures applicable to members, the executive board and the officers (see the discussion of "Bylaws" below).

The Association will have the authority to make rules, regulations and policies that govern the use and enjoyment of the Common Elements and that regulate other conduct in the Condominium for the general benefit and welfare of all residents. A copy of the proposed Residents' Handbook of the Condominium containing currently proposed rules and policies is attached as an Exhibit to this Public Offering Statement. The Association may modify and augment these rules and policies from time to time. Policies and regulations applicable to certain Common Elements have not yet been adopted.

FINANCIAL MATTERS: FINANCING

A preliminary proposed first annual budget of the Association for the one-year period beginning on the estimated date when a Unit is first conveyed to a purchaser is attached as an Exhibit. The budget was prepared by McKee Community Management LLC, its outside consultants, and the Declarant. The budget includes an estimate of the Common Expenses to be incurred by the Association and Common Expense Assessments to be made by the Association against each Unit for such period of time. The budget includes reserves for future repairs and replacements of certain Common Elements based on the estimated useful lives and estimated costs to repair and replace those Common Elements. However, reserves are projected to be included in Common Expense Assessments only after the first full fiscal year of the Association following the conveyance of the first Unit to a purchaser. The budget does not include any reserves for future capital expenditures other than repairs or replacements. The budget is only a projected budget and is subject to change as more Units are completed and as the

Association assumes responsibility for maintenance and repair of the Common Elements.

As reflected in the budget and the Declaration, the share of liability for common expenses allocated to the Units is the same for each Unit, although the Declarant reserves the right in later Phases, if Declarant's option to add Convertible Real Estate to the Condominium is exercised, to create different allocations of liability for the Common Expenses in such later Phases as Declarant deems appropriate.

On the date hereof, the Association has no assets or liabilities and, therefore, no balance sheet is provided for the Association.

Except for those accounted for in the budget there are no services, or personal property not owned by the Association, being provided by the Declarant, that will be required to be obtained by the Association for the operation or enjoyment of the Common Elements when the Declarant ceases to furnish such services or property.

In lieu of requiring that the Association segregate "general common expenses" from "limited common expenses", the Declaration generally provides that all costs, including costs of maintaining, repairing and insuring Limited Common Elements, will be incurred and charged as general common expenses. To the extent that there are material differences in Limited Common Elements associated with different types of Units that might have a material effect on common expenses, such differences have been accounted for in the different common expense liabilities allocated to the Units.

At the time of settlement, each purchaser of a Unit from the Declarant shall pay a one-time contribution to the Association in the amount of \$500. Such contribution shall also be required to be paid by subsequent purchasers of resold Units, and the amount of such contribution shall be determined by the Declarant and/or the Board of Directors. This contribution is in addition to the regular Common Expense Assessment applicable to the Units. Such contributions will be used in part to pay common expenses as they are incurred and in part to set up operating and capital reserves. The amount of such contribution is based on the Declarant's estimate of the amounts required to be set up as reserves and to pay common expenses.

Declarant intends to provide each resident with a "Component and Responsibility Chart", which will set forth in detail the maintenance, repair and replacement responsibilities of the Association and the Unit Owners for the Common Facilities, Limited Common Elements, Controlled Facilities, and other components of the Units described therein, and the respective responsibilities of the Association and the Unit Owners for the payment of expenses relating thereto.

Generally, the Association will not charge any fees for the use and enjoyment of the Common Elements by the Unit Owners or the residents of the Condominium. However, the use of certain Common Elements and the provision of certain services may be subject to additional charges.

CONVERTIBLE REAL ESTATE

The Declarant has designated portions of the Property as Convertible Real Estate, including the additional Phases III through VI. This means that the Declarant has reserved the right to create additional Units, Limited Common Elements, or both, within those portions of the Property.

Any additional residential Units created within the Convertible Real Estate will be limited to residential use and the restrictions generally applicable to the residential Units initially created within the Condominium under the Declaration. The Declarant intends that the Units and other improvements within the Convertible Real Estate will be generally compatible in terms of size and style as the Units in Phases I and II. However, the Declarant reserves the right to modify the size, style, and other features of the additional Units and the homes installed or constructed on them based on marketing and other factors, and may create Limited Common Elements within the Convertible Real Estate that differ from the Limited Common Elements created within the first phase of the Condominium. Although the Declarant reserves the right to create additional residential Units within the Convertible Real Estate, the aggregate number of residential Units in Phases I and II and those that may be created within the Convertible Real Estate, will not exceed four hundred (400) Units.

The Declarant also reserves the right to create multiple condominium associations within the Convertible Real Estate, with the Association serving as the "master association."

The Declarant may create Units and Limited Common Elements within the Convertible Real Estate at different times, and need not convert all of the Convertible Real Estate at one time. Generally, the Declarant must exercise its rights with respect to the Convertible Real Estate within seven (7) years after the recording of the Declaration. Such rights will be exercised in the manner provided in the Act and in the Declaration by the recording of an amendment to the Declaration and/or the Plats and Plans.

TITLE MATTERS

LIENS SECURING CONSTRUCTION FINANCING

The entire Property is presently subject to a mortgage in the stated principal sum of \$2,283,029.93 in favor of Wachovia Bank, N.A., which mortgage and other security documents secure the Declarant's financing for the purchase and construction of the Property. Before a Unit is conveyed to a purchaser, that Unit will be released from the mortgage(s) and any other liens securing the Declarant's financing. Declarant reserves

the right to refinance or increase the mortgage debt to fund future construction at the Property or for other purposes of Declarant or its affiliates.

STATUTORY EASEMENTS

The Act grants certain statutory easements that affect the Condominium including:

(i) An easement provided in Section 3216 of the Act making any Unit or Common Element subject to a valid easement to the extent that any other Unit or Common Element encroaches upon it.

(ii) An easement provided to the Declarant by Section 3218 of the Act through the Common Elements as may be reasonably necessary for the purpose of discharging the obligations of the Declarant or exercising its Special Declarant Rights.

(iii) The rights granted under Section 3217 of the Act for the Declarant to maintain signs on the Common Elements advertising the Condominium and, as provided in the Declaration, to maintain sales offices, management offices and models in the Condominium.

(iv) The easement granted the Declarant through the Common Elements as necessary for purposes of discharging Declarant's obligations under the Declaration.

ADDITIONAL DECLARANT EASEMENTS

The Declaration contains various easements and related rights that are reserved unto the Declarant. These include, generally, an easement over the entire Property as necessary to construct and install the Common Elements and other improvements shown on the Plats and Plans of the Condominium and on the Development Plans, easements to correct drainage problems, and the right to grant third parties (such as utility companies) easements that are reasonably necessary to provide utility service to the Condominium and the Units.

RECORDED EASEMENTS

As of the date of this Public Offering Statement, there are certain easements and other matters of record affecting the Condominium (or certain parts of the Condominium, as the case may be). These include the following:

1. Declaration of Permanent Utility Easement, Storm Water Drainage and Detention Basin as in Record Book 1204 page 194.
2. Declaration of Temporary Stormwater Detention Basin Easement as in Record Book 1204 page 200.
3. Subject to 50 foot wide Electric Easement & 20 foot wide Sanitary Sewer Easement as in Record Book 1135 page 277.
4. Rights granted to West Penn Power Company as in Misc. Book 40 page 82.

5. Rights granted to Benner Township as to Sewer as in Record Book 490 page 1006. Assignment Agreement as in Record Book 1117 page 93.
6. Rights granted to State College Borough Water Authority as in Record Book 560 page 389.
7. Rights granted to The Bell Telephone Company of Pennsylvania as in Misc. Book 478 page 914.
8. Subject to Breach of Clean & Green Act as in Book CG-1 pgs. 1128 & 1130.

ADDITIONAL UTILITY EASEMENTS

The Declarant reserves the right to create, and anticipates that it will be necessary to grant, additional easements through the Property as necessary for the development of the Condominium, including easements in favor of utility companies and others furnishing utility, sewer and water service to the Condominium. However, such utility easements will not have an adverse effect on any of the Units.

JUDGMENTS AND LITIGATION

As of the date hereof, there are no judgments against the Association and there is no pending litigation against or affecting the Condominium.

ENVIRONMENTAL MATTERS

Except as otherwise set forth herein, to the best of the Declarant's actual knowledge (i) there are no hazardous conditions including, without limitation, contamination by hazardous substances, hazardous wastes or pollutants on or affecting the Property, and (ii) there are no underground storage tanks for the storage of petroleum products or other hazardous substances now located on the Property.

Information concerning environmental conditions affecting the Property may be reviewed at the following location:

Pennsylvania Department of Environmental Protection
Moshannon District Office
186 Enterprise Drive
Philipsburg, PA 16866

United States Environmental Protection Agency
EPA Region 3 Regional Office
1650 Arch Street
Philadelphia, PA 19103-2029

VIOLATIONS

To the best of the Declarant's actual knowledge, there are no outstanding and uncured notices of violations of any governmental requirements affecting the Condominium or any buildings and improvements thereon.

PERMITS AND APPROVALS

Declarant will obtain, at its expense, all governmental approvals and permits necessary for the development, use and occupancy of the Condominium and the Units. Set forth below is a list of permits and approvals obtained or required to be obtained by the Declarant for the development of the Condominium, and the expiration date of each (if any):

PERMIT OR APPROVAL	DATE OBTAINED	EXPIRATION DATE
Zoning Approvals	January 19, 2004	None
Final Land Development	February 7, 2005	None
NPDES	January 18, 2005	January 18, 2010
E&S Control Plan Approval	March 18, 2005	None
Sewer Part II Approval	April 15, 2005	None
Township Planning Commission Approval	February 24, 2005	None
Planning Module Approval	April 15, 2005	None

In addition to the above, a building permit for the site improvements, clubhouse and amenities, streets, roads, and other improvements, as well as each individual Unit has been or will be obtained by the Declarant or its contractor, at its expense, before construction (if an individual building permit is required apart from the building permit for the Building as a whole) and a certificate of occupancy for each Home will be obtained by the Declarant, at its expense, upon its completion and before it is conveyed to the purchaser.

RESTRAINTS ON ALIENATION OR LEASING

Except as set forth below, the Units are not subject to any restrictions on sale or rights of first refusal. The Declaration contains certain restrictions on leasing of the Units. Generally, a Unit may not be leased for an initial term of less than one (1) year (except a lease to a person who has entered into an agreement to purchase the Unit).

ACCESS; UTILITIES

Access to the Condominium will be by means of a private entrance from Fillmore Road, a dedicated public street. The streets within the Condominium will not be dedicated and will be private and maintained by the Association, for the use of the residents, their guests, invitees and other permitted users, such as utility companies, delivery vehicles, or contractors.

Utilities serving the Condominium will include public water service provided by the Association, under contract with the State College Borough Water Authority, sanitary sewer service provided by Spring-Benner-Walker Joint Authority, electric service provided by Allegheny Power, telephone service provided by Verizon, and basic cable television service provided by Comcast Cablevision. The common utility delivery systems serving the Condominium will be installed either by the Declarant or by the applicable utility provider. Common utility installations that serve the Condominium, to the extent not the responsibility of the utility providers, will be the responsibility of the

Association and the cost of any maintenance or repairs will be included in Common Expenses. Utility facilities that are located within the boundaries of a Unit or that otherwise serve only a single Unit will be part of the Unit to the extent provided in the Declaration and will be the responsibility of the owner of that Unit.

The costs of water will be Common Expenses and will be included in the monthly Common Expense Assessment. The Association will be the party under contract to the State College Borough Water Authority, and will be responsible for payment of the fees for water usage within the Community. Sewer expenses will be separately metered.

The structural components and utility installations have not yet been completed, and will be essentially new when the Declarant begins selling Units. Set forth below are the estimated useful lives and the estimated cost (in current dollars) of replacing each of the structural components and major utility installations to be constructed that have estimated useful lives. Such costs may, however, be subject to inflationary and other increases. The replacement cost figures represent the Declarant's estimate of such costs in current dollars, and are not a guaranty that the actual costs will not be higher.

Estimated Replacement Cost (in current dollars)

<u>Item</u>	<u>Estimated Useful Life</u>	<u>Estimated Replacement Cost (current dollars)</u>
Street/Parking Asphalt	20 years	\$348,000
Common Concrete Sidewalk	25 years	\$417,000
Street Light Fixtures/Poles	18 years	\$18,000
Pool Repainting	5 years	\$5,000
Pool Structure	40 years	\$80,000
Pool Equipment	8 years	\$15,000
Pool Furniture	5 years	\$20,000
Tennis Court Resurfacing	7 years	\$7,000
Tennis court Fencing	20 years	\$15,000
Bocce Court Replacement	10 years	\$20,000
Dog Park components	10 years	\$10,000
Tot Lot	15 years	\$20,000
Miscellaneous Items	10 years	\$5,000
Clubhouse Roofing	20 years	\$10,000
Clubhouse Other Ext. Items	30 years	\$25,000
Clubhouse Sidewalks	30 years	\$22,000
Floor Coverings	10 years	\$22,000
Kitchen Equipment	12 years	\$8,000
HVAC Equipment	15 years	\$8,000
Furniture	8 years	\$15,000
Fitness Equipment	6 years	\$25,000
Office Equipment	5 years	\$8,000
Sports & Crafts Equipment	8 years	\$9,000

Estimated Replacement Cost (in current dollars) Continued

Electronic Equipment	5 years	\$7,000
Entrance Signage	10 years	\$15,000
Street/Parking Signs	10 years	\$2,000
Sprinkler Irrigation System	20 years	\$60,000
Storage Building	20 years	\$20,000
Basin Fencing	25 years	\$15,000
Common Retaining Walls	30 years	\$40,000

The foregoing useful life estimates assume ongoing full and proper maintenance and repair and no misuse or casualty.)

WARRANTIES

Pursuant to Section 3411(c) of the Act, the Declarant warrants each Unit against structural defects for two (2) years from the date the Unit is conveyed to a bona fide purchaser. In addition, the Declarant warrants the Common Elements in favor of the Association against structural defects for a period of two (2) years, which begins as to each of the Common Elements, whenever the Common Element is completed or, if later, when the first (1st) Unit is conveyed to a bona fide purchaser.

The term "structural defects" is defined in the Act as "those defects in components constituting any Unit or Common Elements which reduce the stability or safety of the structure below accepted standards or restrict the normal intended use or renovation, restoration or replacement." The Declarant is not responsible for any item of maintenance relating to the Units or Common Elements.

Other than these warranties, the Declarant is selling the Units, together with their interest in the Common Elements in an "as is" condition.

Solely for purposes of the above warranty, the Unit shall not consist of the Home to be installed or located on the Unit, if the Home is considered a "manufactured home" under the applicable rules and regulations of the Office of Housing and Urban Development. In such event the purchaser's sole recourse shall be the manufacturer's warranty on the Home.

LIMITATIONS AND EXCLUSIONS

The Agreement of Sale for a Unit, and the accompanying Limited Warranty Agreement (both of which are attached as Exhibits) contain additional disclaimers and limitations, as well as provisions governing the Declarant's performance of its warranty obligations and the enforcement of those obligations. These include, without limitation, provisions that (i) require that written notice of defects covered by the warranty be given to the Declarant within a specified period of time, (ii) provide the Declarant with a reasonable opportunity to correct a defect, (iii) limit the Declarant's liability to the repair

or replacement of the defective component, or payment of the reasonable cost thereof or, if less, the amount by which the value of the Unit is diminished by the defect, and (iv) require that claims be subject to compulsory mediation and arbitration.

The Declarant has the right to determine whether a defect will be corrected by repair or replacement. The Declarant is not liable for any other damages that the purchaser or Association may suffer as a result of such defect, including any loss of or damage to personal property, or personal injuries or illness caused directly or indirectly by such defect. The Declarant is not liable for consequential or incidental damages, or for damages resulting from loss of use, annoyance or inconvenience. No liability is assumed for damages or losses covered by insurance.

No warranty is given with respect to normal wear and tear or any items of maintenance with respect to the Units or the Common Elements.

EXCEPT FOR THE EXPRESS WARRANTIES REQUIRED BY THE ACT THE DECLARANT IS SELLING THE UNITS "AS-IS". EXCEPT FOR THE STRUCTURAL WARRANTY REQUIRED BY THE ACT, THE DECLARANT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF HABITABILITY. ALL PERSONS PURCHASING THE UNITS FROM THE DECLARANT SHALL PURCHASE THE UNITS SUBJECT TO SUCH DISCLAIMER AND LIMITATIONS.

ESCROW OF DEPOSITS; PAYMENTS FOR OPTIONS

Any deposits made by a purchaser in connection with the purchase of a Unit, and deposits made pursuant to any agreement to reserve a Unit, shall be held by an escrow agent approved by the Declarant in escrow in compliance with Section 3408 of the Act and will be returned to the purchaser if the purchaser cancels the contract pursuant to Section 3408 (relating to the purchaser's right to cancel within fifteen (15) days after delivery of the Public Offering Statement). If the Agreement of Sale is canceled or terminated for any other reason, the rights of the parties with respect to the deposit shall be determined by the Agreement of Sale and applicable law.

Amounts that are paid by a purchaser for options and upgrades ("Options") will not be deposited or held in escrow. Such charges shall be separately set forth in the Agreement of Sale or in a change order or addendum to the Agreement of Sale. The additional cost of Options (as determined under the Agreement of Sale) must be paid directly to the Declarant according to the schedule of payments provided in the Agreement of Sale. These sums will not earn interest and may be commingled with the Declarant's other funds. Such amounts are non-refundable unless otherwise expressly provided in the Agreement of Sale.

CONDOMINIUM INSURANCE

The Association will obtain a policy of fire and property damage insurance written on an "all-risk" basis, in an amount equal to one hundred percent (100%) of the current replacement cost of the improvements, to the extent available.

The premium for this insurance will be paid by the Association and each Unit Owner will pay his or her share as part of the assessment for Common Expenses. This policy will insure the common elements, but will not insure the Homes or other improvements on the Units, any personal property of the Unit Owner and will not insure personal property of any tenant or fixtures or improvements added by the Unit Owner. It is the individual responsibility of Unit Owners to obtain property insurance for such property, as well as their own liability insurance, under a policy commonly known as an HO-6 form of policy.

The Association will also carry, to the extent reasonably available, a liability insurance policy on behalf of the Association and all Unit Owners to insure them against liability arising out of the ownership or use of the Common Elements, complying with the applicable requirements of the Declaration and the Act. This policy will not protect against liability arising from any accident or injury occurring within a Unit or from a Unit Owner's own negligence.

The Unit Owners must obtain their own liability insurance with respect to claims arising out of the use, ownership, occupancy and rental of their individual Units. Evidence of such insurance may be required by the Declarant or the Association at the time of settlement on the purchase of a Unit.

OTHER INSURANCE

The Executive Board may obtain such other forms and types of insurance as the Executive Board may decide, including liability insurance protecting the members of the Executive Board and officers of the Association and fidelity bonds. The Association will obtain worker's compensation insurance covering its employees as required by law. Any or all of the insurance described in this section may be obtained by or through the Association. The Executive Board shall also obtain insurance to satisfy the indemnification obligation of the Association and all Unit Owners as set forth in the Declaration, if and to the extent available at reasonable cost.

SUMMARY OF EXHIBITS

AGREEMENT OF SALE

To purchase a Unit a purchaser must sign an Agreement of Sale with the Declarant. The substantial form of the Agreement of Sale is attached as an Exhibit. The Declarant reserves the right to make changes to the form of Agreement of Sale from time to time, and to make changes to its standard Agreement of Sale in response to particular purchasers' requests. Once an Agreement of Sale is signed, it cannot be modified except according to its terms.

In summary, the standard form of Agreement of Sale identifies the Unit to be purchased, the price of the Unit, and options chosen for the Home. The Agreement of Sale sets forth the procedure for selecting options and the Declarant's rights with respect to the construction and installation of a Unit, the Home and any and all additions thereto and Limited Common Elements servicing such Home and Unit. The Agreement of Sale provides that the Unit will be deemed substantially completed when a certificate of occupancy is issued from Benner Township.

The Agreement of Sale sets forth those actions of both a purchaser and the Declarant which would constitute a default under the Agreement of Sale and the remedies available to a party when the other party defaults.

DECLARATION OF CONDOMINIUM

The Declaration is the legal document that, when recorded, creates the Condominium under the Act. The Declaration will be recorded in the office of the Recorder of Deeds in and for Montgomery County, Pennsylvania on or before the date the first Unit is conveyed to a purchaser.

Article I of the Declaration lists defined terms that are used throughout the Declaration and in the other Condominium Documents, and contains other provisions relating to the construction and interpretation of the Declaration.

Article II names and identifies the location of the Condominium, submits the property described in the Declaration to the Act and identifies various easements and other matters of record to which the Condominium is subject.

Article III contains a narrative description of the Units, the boundaries of the Units and those improvements and facilities that are part of the Units; and sets forth the identifying numbers of the Units (by reference to an exhibit and to the Plats and Plans), provides the means by which title to a Unit and its appurtenant interest in Common

Elements is conveyed, and recites that the Units will be separately taxed. This Article also sets forth the circumstances under which the Declarant and the Unit Owners may subdivide or relocate boundaries between Units, and the right of the Declarant to convert Units it owns into common elements; and to relocate boundaries between its Units and common elements.

Article IV of the Declaration generally describes the Common Elements and Limited Common Elements of the Condominium. It also sets forth the obligations of the Declarant with respect to the construction of Common Elements and the obligations of the Association for the maintenance, replacement and repair of Common Elements. Article IV further sets forth the respective rights and obligations of the Unit Owners and the Association with respect to certain Limited Common Elements.

Article V of the Declaration provides for the establishment of the Association and sets forth certain rights and obligations of the Unit Owners as members of the Association including voting rights. This Article also describes the rights of the Declarant to elect and appoint members of the Executive Board and officers of the Association during the Declarant Control Period, the number and qualification of members of the Executive Board and standard of conduct of the Executive Board. This Article further provides for the limitation of liability of members of the Executive Board for damages for certain actions taken by them in their capacities as such, and the obligation of the Association to indemnify members of the Executive Board and officers for certain expenses and liabilities they may incur as a result of acting for the Association in such capacities.

Article VI of the Declaration describes the manner in which the Executive Board will adopt budgets and levy assessments for Common Expenses, describes the Common Expense Liability allocated to the Units, provides that the Association will have a lien on each Unit for any unpaid assessments, and provides certain rights and remedies available to the Association in connection with the collection of delinquent assessments, including the right to charge interest and late charges on delinquent assessments, and to accelerate unpaid installments of Assessments due from a delinquent Owner. This Article also sets forth the amount to be paid by the first purchasers of Units from the Declarant, and amounts that may be collected by the Association upon a resale of Units, in addition to the regular Common Expense Assessment.

Under Article VI, the Common Expense Liability appurtenant to the Units is established. The relative Common Expense Liability of the Units is identified on an Exhibit attached to the Declaration. This Article sets forth the procedure by which budgets are adopted and Assessments are made, defines the liability appurtenant to each Unit to pay Common Expense Assessments, and sets forth the remedies available to the Association if a Unit Owner fails to pay Common Expenses against his Unit timely, including the right of the Association to foreclose its lien on the Unit, and to recover interest, late charges, costs of collection and reasonable attorneys fees.

Article VII sets forth the insurance that is required to be carried and that may be carried by the Association. This Article also sets forth certain other provisions and procedures relating to insurance carried by the Association.

This Article provides that the Unit Owners are obligated to obtain their own insurance with respect to improvements or betterments constructed in their Units and the contents of their Units, as well as their own liability insurance.

Article VIII contains restrictions and provisions relating to the use and occupancy of the Units. These restrictions generally include restrictions on pets, restrictions on the use of patios, provisions requiring the approval of the Executive Board before certain improvements are made in or to the Units, and prohibitions on the Unit Owners' improvement or alteration of the Common Elements.

Article IX sets forth certain easements that are reserved in favor of the Declarant in connection with its development and completion of the improvements within the Condominium, the right of the Association and the Declarant to grant easements to utility companies and other third parties necessary to provide service to the Condominium, and other easements for the benefit of the Declarant and/or the Association. This Article further provides for an easement in favor of the Unit Owners, their tenants and guests, to use designated portions of the Common Elements for vehicular and/or pedestrian access to and from their Units.

Article X of the Declaration sets forth certain special rights that are reserved by the Declarant. This includes, among other things, the Declarant's right to subdivide and relocate boundaries between units that the Declarant owns, the rights of the Declarant to utilize parts of the Common Elements in connection with its construction and development of the Condominium, the Declarant's right to maintain sales and/or construction offices, and the right of Declarant to add additional real estate. It also includes the Declarant's right to create sub-associations within the Convertible Real Estate, pursuant to which the Association shall serve as a "master association".

Under Article X, the Declarant also reserves the right to convert Units owned by the Declarant into two (2) or more Units and/or Common Elements. However, the Declarant may not exercise such right in a manner that would result in the total number of Units in the Condominium exceeding four hundred (400) Units, assuming all of the convertible real estate is converted.

The text of Article XI of the Declaration is intentionally omitted.

Article XII contains provisions that benefit the holders of certain mortgages encumbering the Units. These provisions include the right of an "Eligible Mortgagee" to approve certain actions on the part of the Association, and to receive notices of certain events that affect the Condominium or that affect the Units on which the Eligible Mortgagee holds a mortgage.

Article XIII of the Declaration contains provisions relating to the enforcement of the Declaration, including a grievance procedure that must be followed by Unit Owners prior to bringing any action against another Unit Owner or against the Association. This Article requires that certain claims and disputes involving the Declarant, the Unit Owners, the Association, members of the Executive Board and/or officers of the Association be submitted to compulsory non-binding mediation and binding arbitration.

Article XIV contains certain miscellaneous provisions including, but not limited to, provisions relating to the procedure and requirements for amending the Declaration.

The Declaration includes certain schedules and exhibits to which reference is made in various provisions of the Declaration, including a legal description of the property comprising the Condominium, a schedule of certain easements and other matters of record affecting the Condominium and the Plats and Plans of the Condominium.

BY-LAWS

The By-laws generally govern the internal workings of the Association. In summary, the By-laws provide (in addition to provisions similar to those contained in the Declaration) as follows:

The procedure for calling meetings of Directors and members of the Association;

The procedure for electing Directors, removing Directors and filling vacancies on the Board of Directors;

The titles and general description of duties of the primary officers of the Association, and the method for appointing and removing such officers and filling vacancies in such positions;

The procedure for creating committees of the Board of Directors to oversee specific functions of the Association, the duties of such committees and the authority thereof;

The rights and liabilities of officers and directors of the Association, and the obligation of the Association to indemnify representatives of the Association who are subject to claims, liabilities or suits by reason of having served as officers or directors of the Association, under certain circumstances; and

The procedure for amending the By-laws.

MANAGEMENT AGREEMENT

Attached as an Exhibit is a sample form of the Management Services Agreement between the Association and McKee Community Management LLC.

The Management Agreement sets forth the rights and responsibilities of the Association and the Manager, the management functions that the Manager will perform, the reports and information that the Association will be entitled to receive, the insurance that each party will be required to obtain, the compensation to be paid to the Manager, and the terms on which either party will be entitled to terminate the agreement. The Management Agreement will have a stated term of one (1) year (renewable upon the terms set forth therein), except that the Association will have the right to terminate the management agreement without penalty within one hundred eighty (180) days after the Executive Board elected by the Unit Owners upon expiration of the Declarant Control Period is elected.

RESIDENTS' HANDBOOK

Attached as an Exhibit is a proposed Residents' Handbook that contains the currently proposed regulations and policies dealing with various matters affecting the Condominium and its residents. This Handbook is incomplete on the date hereof, and does not address rules and policies relating to certain planned common elements of the Condominium which have not been developed at this time.

UNIT DEED

Attached as an Exhibit is a proposed form of special warranty deed by which the Declarant will convey title to the Units to purchasers. The Deed identifies the Declarant as the grantor, and the purchaser(s) as the grantee(s), defines the manner in which the purchasers (if there are more than one) will hold title (which should be determined by the purchasers in consultation with their own advisors), identifies the Unit being conveyed, states that the Unit is conveyed subject to the Declaration, the other Condominium Documents, and certain other matters of record, and includes the form of special warranty of title customarily employed in real estate conveyances in Central Pennsylvania.

REVIEW OF DOCUMENTS

Each prospective purchaser of a Unit is encouraged to read this Public Offering Statement and each of the Exhibits in its entirety for his or her own protection. Each purchaser may consult legal counsel of his or her choice and obtain legal advice regarding such documents.

MODIFICATIONS TO PUBLIC OFFERING STATEMENT

The Declarant reserves the right, from time to time, to make changes to this Public Offering Statement and the various Exhibits attached hereto. Any material modification to this Public Offering Statement will be given to each person who has entered into an agreement to buy a Unit but who has not yet purchased the Unit. A purchaser receiving a modification to this Public Offering Statement that materially and adversely affects the rights or obligations of the purchaser may have the right to cancel a contract for the purchase of a Unit as provided in the Act.

**END OF NARRATIVE SECTION OF PUBLIC OFFERING STATEMENT
EXHIBITS FOLLOW**

EXHIBITS SECTION

- Exhibit "A" Sample Form of Agreement of Sale**
- Exhibit "B" Declaration**
- Exhibit "C" By-Laws**
- Exhibit "D" Management Services Agreement**
- Exhibit "E" Residents' Handbook of Regulations and Policies**
- Exhibit "F" Sample form of Unit Deed**
- Exhibit "G" Budget**
- Exhibit "H" Site Plan**

Exhibit "A" Sample Form of Agreement of Sale
(See Attached)

AGREEMENT OF SALE

for

THE VILLAGE OF NITTANY GLEN,
A Condominium

THIS AGREEMENT is made _____, 200__, by and between VILLAGE OF NITTANY GLEN, L.P., a Pennsylvania limited partnership, with offices at 940 W. Sproul Road, Springfield, PA 19084 ("Seller") and the person(s) identified below as the Buyer(s) (collectively the "Buyer"):

Buyer(s): _____ (Soc. Sec. No.: _____)

Address: _____ (Soc. Sec. No.: _____)

City: _____ State: _____ Zip Code: _____

Country: _____ E-Mail Address: _____

Home Phone: _____ Office Phone: _____

Fax No.: _____ Cellular Phone No.: _____

1. **Agreement to Sell and Purchase.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, subject to all the terms of this Agreement and of the Condominium Documents (hereinafter defined), Unit # _____ of The Village of Nittany Glen, A Condominium (the "Condominium") having a street address of _____, together with the undivided interest in the common elements of the Condominium and voting rights appurtenant to such unit (the "Unit" or the "Home"), which is located in Benner Township, Centre County, Pennsylvania (collectively, the "Property"). The Home is the following model: _____.

2. **Purchase Price and Payment Terms.**

(a) **Purchase Price.** The Purchase Price of the Property is the sum of the following:

(i) Base price \$ _____

(ii) Structural Options selected at time of signing \$ _____

Purchase Price: \$ _____

(b) **Payments.** The purchase price shall be paid by Buyer to Seller as follows, time being of the essence:

(i) Check at signing of agreement by Buyer: \$ _____

(ii) Non-refundable payment for Options payable directly to Seller at time of signing \$ _____

- (iii) Certified funds, bank cashier's check
or wire transfer of funds at date and time of
Settlement \$ _____

The Purchase Price above does not reflect the price of Options selected by Buyer after the date of this Agreement, for which payment shall be made by Buyer as provided in Section 4 of this Agreement.

(c) Deposits. All payments made and required to be made by Buyer before Settlement (except payments for Options) are called the "Deposit". The Deposit shall be held in a non-interest bearing account by _____ in escrow at a financial institution whose accounts are federally insured by a governmental agency pending Settlement or termination of this Agreement.

3. Description of Unit; Construction; Completion; Common Elements.

(a) The Unit. The Unit consists (or will at Settlement consist) of a residential condominium unit (with the percentage interest in common elements of the Condominium appurtenant thereto) constructed or to be constructed by Seller, the boundaries of which are as described in the Declaration of Condominium of The Village of Nittany Glen, a Condominium (the "Declaration") and on the plats and plans of the Condominium that have been or will be recorded before Settlement, pursuant to the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. §§ 3101, et seq ("UCA").

(b) Construction. Seller shall construct and complete the Home substantially in accordance with the floor plan attached as Exhibit "A" and the standard finish specifications attached hereto as Exhibit "B" (respectively, the "Plans" and "Specifications"). **BUYER UNDERSTANDS THAT FURNISHINGS, FIXTURES, OPTIONS, AND OTHER AMENITIES CONTAINED IN ANY MODEL UNIT ARE NOT INCLUDED IN THE HOME UNLESS THEY ARE EXPRESSLY INCLUDED IN THE SPECIFICATIONS.** Buyer has reviewed and approved the Plans and Specifications before signing this Agreement. If there is a discrepancy between the Plans and the Specifications, the Specifications control. If there is a discrepancy between numbered dimensions and scaled dimensions, numbered dimensions control. Construction in place on the date hereof controls over inconsistent provisions of the Plans or Specifications. Dimensions shown on the Plans are approximate only. Square footages shown on the Plans or in marketing materials are approximate, are computed on a "gross" basis (without deducting walls and interior partitions) and, therefore, the final useable square footage may differ by more than a nominal amount. Actual finished dimensions may vary from the Plans.

(c) Substantial Completion. The Home shall be substantially complete and Seller will obtain a temporary or permanent certificate of occupancy (or comparable governmental permit allowing occupancy of the Home as a residence) on or before the Settlement Date. Issuance of a permanent or temporary certificate of occupancy shall conclusively establish substantial completion. If a temporary certificate of occupancy is provided at Settlement, the permanent certificate of occupancy shall be provided to Buyer after issuance thereof. If minor interior finish items (collectively "Finish Work"), or exterior items or common elements of the Condominium, are not completed before Settlement due to weather or other circumstances, the Unit will still be deemed substantially complete but Seller will complete the Finish Work after Settlement within a reasonable time (subject to weather conditions and availability of materials). Buyer agrees that there will be no hold-back, escrow or deduction of or from any part of the Purchase Price, or payment for Options, as a result of incomplete Finish Work, or incomplete exterior items or common elements of the Condominium, at Settlement.

(d) Guaranty of Completion. Notwithstanding any provision of this Agreement to the contrary (this provision being intended to supersede and control over any inconsistent provision or statement herein) Seller unconditionally guarantees that the Unit will be substantially complete (as defined below) no later than two (2) years after the date Buyer signed this Agreement, subject only to delays caused by matters that are legally recognized in Pennsylvania as defenses to a breach of contract action. Solely for purposes of this Section 3(d), the Unit shall be "substantially complete" when it is physically habitable and usable and ready for occupancy as a residence, all necessary and customary utilities have been extended to it, and a temporary or

permanent certificate of occupancy has been issued for the Unit, whether or not finishes, amenities, Options or other features have been completed, and whether or not the common elements have been completed (except those necessary, and only to the extent necessary, to provide access and utility service to the Unit, and to provide structural support of the Unit).

(e) Completion of Common Elements. Subject to the other provisions of this Agreement, all facilities, including roads, sewers, water, gas service, electric service, recreational amenities and other common elements of the Condominium, as described in the Public Offering Statement, on the Plats and Plans and in the approved land development plans of the Condominium (as the same may be amended) shall be completed by Seller, provided that the times for planned completion of any of such facilities may be delayed due to conditions or occurrences beyond the control of the Seller such as (but not limited to) fires and casualties, adverse weather conditions, strikes, shortages of labor or materials and acts of God. Depending on when the Unit is completed and when Settlement occurs, some or many of these facilities and improvements may not be completed until after Settlement. The completion of such facilities is not a condition of Settlement or of Buyer's obligation to complete the purchase of the Property, provided that the common elements necessary to provide access and utility service to the Unit, and structural support of the Unit, are substantially complete and available to serve the Unit at the time of Settlement. This covenant on the part of Seller shall survive Settlement.

(f) Deviations; Field Changes; Substitutions. The Condominium will be constructed in substantial compliance with the approved land development plans (as they may be amended), and the pre-construction plans and specifications on file at Seller's offices. However, Buyer understands that in the development and construction of a project like the Condominium, as construction progresses, changes and deviations are customary and inevitable. Seller reserves the right to make changes in order to comply with recommendations and requirements of governmental agencies, utility providers, fire officials and insurance companies or boards of underwriters, to adjust to field conditions, and the like. These changes may result in adjustments in the location, appearance, area and/or dimensions of proposed improvements, roads, walkways, driveways and other common elements, as well as the Unit. Buyer understands that Seller requires the flexibility to make such changes as the need arises, in order to enable Seller to use its judgment to construct the Condominium as an integrated, aesthetically pleasing and well-functioning product. Accordingly, Buyer agrees that Seller's exercise of such rights by Seller will ultimately benefit the Condominium and the project, and will not be considered to have a material and adverse effect on Buyer. Seller disclaims any representation or warranty that the Condominium or the Property will be constructed strictly in accordance with the Plans, or the applicable construction plans and/or land development plans as presently approved.

If Seller is unable to secure any materials, appliances, fixtures or other items or if Seller otherwise determines that it is necessary or expedient to do so, Seller may substitute materials, appliances, fixtures or other items of substantially equal or superior quality as determined in Seller's sole discretion, reasonably exercised. Seller may make substitutions if reasonably necessary to avoid unreasonable delay in the commencement or progress of construction of the Unit or of the Settlement.

Buyer consents to these substitutions and agrees that they will not be considered to have a material and/or adverse effect on Buyer.

(g) Construction by Buyer. Buyer may not perform any work on or about the Property before Settlement.

4. Selections; Options.

(a) Selections. Seller will give Buyer oral or written notice of color, style, material and other selections to be made by Buyer before or during construction. Buyer shall make all selections within ten (10) days after such notice. Buyer's selections are subject to Seller's approval, not to be unreasonably withheld. Selections shall be made only from Seller's list of available selections, and are subject to availability from Seller's suppliers. If Buyer does not make selections within such ten (10) day period, Seller may make such selections for Buyer and those selections are binding on Buyer. Once Buyer or Seller has made selections, Buyer may not change selections without Seller's written approval, which shall be subject to Buyer's payment of restocking charges, an administrative overhead charge of Three

Hundred Dollars (\$300.00) per selection, and all other consequential expenses incurred by Seller in making such changes. The changing of selections after the time period set forth herein may also result in a delay of the Settlement Date, to which Buyer agrees in seeking to make late changes in selections.

Buyer's Signature

Buyer's Signature

(b) Options. Seller offers optional features and upgrades that Buyer may include in the Home at additional cost ("Options"). The Options (and the additional cost thereof) selected by Buyer shall be set forth on an Exhibit "D", and supplements thereto, which shall be attached hereto and made a part hereof. Seller will only install Options requested by Buyer, approved by Seller and paid for by Buyer as provided in this paragraph. Buyer shall pay for Options as follows: one hundred percent (100%) at the time of signing this Agreement or, for Options selected after signing this Agreement, one hundred percent (100%) at the time the Options are selected. Amounts paid or to be paid for Options (1) shall be paid directly to Seller (not in escrow), (2) are non-refundable (unless otherwise expressly provided herein), (3) are not part of the "Deposit" for any purposes hereof, and (4) will not earn interest. Seller may commingle payments for Options with Seller's own funds, and use them in connection with the construction, sales and planning of the Unit and/or other parts, improvements, common elements and limited common elements of the Condominium.

Once Buyer has selected an Option, Buyer may not change such selection without Seller's written approval, which shall be subject to Buyer's payment of restocking charges, an administrative overhead charge of Three Hundred Dollars (\$300.00) per Option, and all other consequential expenses incurred by Seller in making such changes. Buyer's obligation to pay for Options shall survive the Settlement or termination of this Agreement for any reason other than Seller's default. If Seller fails to install Options selected and paid for by Buyer, Buyer's only remedy is to be repaid the cost of the Options actually paid by Buyer, but otherwise this Agreement shall remain in full force and effect.

5. Title and Title Insurance.

(a) Condition of Title at Settlement. Title to the Unit shall at Settlement be insurable as good and marketable by a licensed title insurance company, subject to the following: (i) applicable laws, regulations and ordinances; (ii) the Declaration, the Plats and Plans, the By-laws of The Village of Nittany Glen Condominium Association ("Association"), and any amendments thereto, and any rules or regulations of the Association (collectively, the "Condominium Documents"), (iii) easements, covenants, restrictions and agreements of record that affect the Condominium as a whole, and easements and notes shown on the recorded final subdivision and/or land development plans, and any amendments thereto; (iv) the statutory rights and easements granted to the Declarant by the UCA; and (v) any utility, telecommunications, cable and drainage easements. Otherwise, title to the Property shall be insurable as marketable at regular rates against regular risks covered by a standard ALTA form of condominium unit owner's title insurance policy.

(b) Buyer's Options. If title is not as required by this Agreement at Settlement Seller shall have the right, at its exclusive option, to extend the Settlement Date for up to sixty (60) days to cure any title deficiencies. Buyer agrees that Seller shall not be responsible for any of Buyer's consequential damages or costs if Seller elects to extend. If Seller does not exercise the option to extend by midnight of the Settlement Date or if Seller has extended but has not cured the title deficiencies within the sixty (60) day period, Buyer's only remedy shall be either (i) to take such title as Seller can convey without reduction in price, or (ii) to terminate this Agreement and receive a return of the Deposit and amounts paid for Options, in which case neither party shall have any further rights, obligations or liability hereunder, and this Agreement shall be null and void.

(c) Title Insurance. Buyer may obtain title insurance from any licensed title insurance company of Buyer's choice. All costs of obtaining a title commitment, title search and title insurance shall be borne by Buyer. Buyer hereby elects the following [check applicable space]:

(i) _____ To obtain title insurance through _____ and Seller or Seller's agents are authorized to order title insurance through _____; or

(ii) _____ To obtain title insurance from a reputable licensed title insurance company of Buyer's choice. In that event, Buyer is responsible to order and arrange for a title search and title insurance, and shall deliver a title report to Seller for Seller's review at least twenty (20) days before the Estimated Settlement Date (as defined below). If Buyer does not inform Seller in writing of the identity of the title company within thirty (30) days of Seller's acceptance of this Agreement of Sale, Buyer shall be deemed to have chosen _____ as Buyer's title agent, and Seller is authorized to order title on Buyer's behalf from _____.

Buyer's Signature

Buyer's Signature

(d) Declaration: Condominium Association. The Condominium and the Property will be subject to the Declaration which Seller has or will record at or before Settlement, and the other Condominium Documents. As a unit owner in the Condominium, Buyer and the Unit will be subject to assessments for common expenses for the maintenance, repair, management, insurance and replacement of the common elements in the Condominium, all as provided in the Declaration. Seller reserves the right to amend the Condominium Documents from time to time according to their terms. **BUYER ACKNOWLEDGES RECEIPT OF THE PUBLIC OFFERING STATEMENT OF THE CONDOMINIUM AT OR BEFORE SIGNING THIS AGREEMENT (THE "POS").**

(e) Mechanics' Liens and Mechanics' Lien Claims. If Settlement occurs, Seller will indemnify and hold Buyer harmless from any mechanics' lien claims filed against Buyer or the Property by Seller, its general contractor or subcontractors. Seller will endeavor to arrange for the title insurance company to issue a title insurance policy to Buyer insuring against the possibility of mechanics' liens, and will enter into a reasonable indemnification agreement in favor of such title insurance company in order to do so, but in no event will Seller be required to incur any additional expense, pay any additional premium or fee or escrow any funds to obtain such coverage for Buyer. Buyer's obligations to complete Settlement are not conditioned on the ability to obtain title insurance against the possibility of mechanics' liens. However, if at Settlement any mechanics' lien or claim has actually been filed, Seller will be obligated to arrange for the removal, bonding or discharge thereof in a manner reasonably satisfactory to the title company.

6. Settlement; Settlement Date.

(a) Settlement; Settlement Date. Closing on the sale and purchase of the Property ("Settlement") shall occur on such date as will be specified on thirty (30) days prior written notice from Seller to Buyer, subject to delays as provided herein ("Settlement Date"), at the sales center of the Condominium unless a different location is specified or approved by Seller. Seller shall provide Buyer with an estimated Settlement Date approximately sixty (60) days in advance of the date on which Seller estimates the Home will be substantially complete (the "Estimated Settlement Date"). The Settlement Date and Estimated Settlement Date shall be automatically extended for any period(s) of delay caused by any circumstances beyond the control of the Seller including (but not limited to) fires, strikes, adverse weather, governmental acts or requirements, construction delays, delays in issuance of permits, or any other cause beyond Seller's reasonable control. Seller may also extend the Settlement Date (in Seller's sole discretion) because of delays attributable to Buyer's delays in making selections or to construct Options requested by Buyer. If Buyer delays completion of Settlement beyond the Settlement Date as specified by Seller but Settlement is thereafter completed, Buyer shall pay to Seller an additional charge of Two Hundred Twenty-Five Dollars (\$225.00) for each day of such delay. The preceding sentence shall not be deemed a waiver of Seller's right to declare Buyer in default for failure to complete Settlement timely.

(b) Outside Settlement Date. If the Home is not substantially complete within _____ (____) months after the date of this Agreement (as extended below, the "Outside Settlement Date"), Buyer shall have the right, upon giving Seller ten (10) days prior written notice thereof, to

terminate this Agreement, in which event all Deposits, all payments for Options and all payments made by Buyer directly to Seller's suppliers under Section 4(c) hereof shall be paid to Buyer (without interest), this Agreement shall be null and void and neither party shall have any further rights and responsibilities to the other. The Outside Settlement Date shall, nevertheless, be extended automatically for delays attributable to Buyer's delays in making selections and to the additional time required to complete Options selected by Buyer after the date of this Agreement.

(c) Deed; Possession. The Unit will be conveyed by special warranty condominium deed. Formal tender of the deeds and purchase money is waived. Possession shall be delivered on the Settlement Date by delivery of the deed and keys to the Home (which shall be vacant and broom clean).

(d) Apportionments. The following shall be apportioned between Seller and Buyer as of the Settlement Date: (i) real estate taxes and other municipal charges, based on actual charges if known or, otherwise, based on reasonable estimates thereof; (ii) the then current common expense assessment by the Association (if applicable); and (iii) any other expenses customarily apportioned with respect to real estate. Buyer shall pay any interim tax assessments or increases in assessments for the tax period in which Settlement occurs resulting from the completion of the Property or otherwise, whether billed to Seller or Buyer, and whether billed before or after the Settlement (said interim assessment to be apportioned as of the Settlement Date if effective before Settlement). If the Home is not separately assessed for real estate tax purposes, an apportionment shall be based on an estimate of the assessed value or a reasonable allocation of the assessment for the Condominium property as a whole based on the latest available information.

(e) Buyer's Costs at Settlement. At Settlement, Buyer shall pay: (i) all premiums for title insurance, mechanic's lien insurance, and endorsements desired by Buyer or Buyer's mortgage lender; (ii) all charges of Buyer's mortgage lender and broker, if any; (iii) recording fees for the deed and the mortgage(s); (iv) notary fees, settlement service fees, and title company service and disbursement fees, if any, and any service charges by Buyer's real estate broker in excess of the commission agreed to be paid by Seller or Seller's listing agent; (v) one-half of all realty transfer taxes (with Seller to pay the other one-half thereof), and (vi) the \$_____ initial contribution to the Association required by the Declaration and Condominium Documents.

(f) Pre-Settlement Inspection. Buyer and Seller's representative will jointly inspect the Home before Settlement ("Inspection") at a date and time scheduled by Seller by written notice to Buyer. Only Buyer and Seller's representative shall be permitted at the inspection. Any incomplete aspects of construction including Finish Work will be noted on a "punch list" signed by Buyer and Seller, and Seller will complete them within a reasonable time after the Settlement. Buyer shall, at the inspection, examine the surfaces of all floors, countertops, sinks, cabinets, bathtubs, showers, shower doors, appliances, vanities, fireplace surrounds and hearths and other surface areas. Cosmetic defects or imperfections will be corrected by Seller after Settlement only if they are expressly noted on the written pre-settlement punch list signed by Seller and Buyer. If Buyer does not attend the inspection, Seller's representative shall complete the punch list. Buyer's failure to attend the inspection when scheduled will waive Buyer's right to do so and constitute Buyer's full acceptance of the condition of the Unit except for punch list items listed by Seller's representative. Seller will not escrow funds or defer Buyer's obligation to pay the balance of the Purchase Price or payments for Options for incomplete items at Settlement.

(g) Conditions. Buyer's obligations are not subject to any conditions or contingencies other than substantial completion of the Unit on the Settlement Date. Buyer's obligations hereunder are expressly not subject to any condition regarding the sale of any other property or residence, or the receipt of any financing commitment, unless otherwise expressly provided in a written addendum or rider to this Agreement signed by Seller and Buyer.

(h) Release of Seller. By completing Settlement, Buyer shall be deemed to have (i) accepted the Property as being in compliance with this Agreement, (ii) approved the condition of the Property, except for Finish Work and other items noted on the pre-settlement punchlist signed by

Seller and Buyer, and (iii) waived any claim arising from any deviation from the Plans and Specifications; provided that Buyer shall not be deemed to have released or waived the Seller's obligation to complete Finish Work or other items noted on the pre-Settlement punch list after Settlement and the Buyer's rights under the Warranty (hereinafter defined). This release shall survive Settlement.

7. **Eminent Domain.** If the Property is subject to condemnation or eminent domain proceedings before Settlement that materially and adversely affect the Property, Buyer may either terminate this Agreement by written notice to Seller within fifteen (15) days after Buyer's receipt of written notice thereof, and Seller may terminate this Agreement if such event makes it impossible, impracticable or more expensive, in Seller's discretion, to complete the Property. Otherwise, Buyer and Seller shall proceed to Settlement (without reduction of the purchase price) and Seller shall assign to Buyer all claims for such damages which Seller may have as a result of such taking or condemnation. If Buyer or Seller terminates this Agreement because of such proceedings, the Deposit and amounts paid for Options will be refunded to Buyer, this Agreement shall be null and void and neither party shall have any further rights or obligations hereunder. Buyer waives any claim for damages or loss to any equitable interest Buyer may have unless Buyer in fact completes Settlement.

8. **Risk of Loss/Insurance.** Seller bears the risk of loss until the Settlement Date. If the Property is materially damaged before Settlement, Seller may, at Seller's option, cancel this Agreement by written notice to Buyer within thirty (30) days after such destruction or damage, in which event the Deposit, amounts paid for Options and amounts paid by Buyer under Section 4(c) hereof shall be refunded to Buyer, this Agreement will be void and neither Seller nor Buyer shall have any further rights or obligations hereunder. Otherwise, Seller shall cause such damage to be repaired, and the Settlement Date shall be extended for such reasonable period of time as is necessary to repair the damage and substantially complete the Home. Buyer is not a beneficiary, certificate holder or additional insured on Seller's insurance.

9. **Warranty; Disclaimers and Limitations.**

(a) **UCA Structural Warranty.** Seller will warrant the Unit against structural defects for a period of two (2) years after Settlement, as provided in the UCA, subject to the limitations and exclusions set forth herein and in the Limited Warranty Agreement attached hereto as Exhibit "C", which Seller and Buyer shall sign at Settlement ("Warranty"). For purposes hereof, "structural defects" shall mean defects in components constituting the Unit which reduce the stability or safety of the structure below accepted standards or restrict the normal intended use of the structure and require, renovation, restoration or replacement.

(b) **Limitation of Liability and Exclusions.** Seller is not liable for damage to mechanical equipment or personal belongings resulting from defective conditions or the consequences thereof. The maximum liability under the Warranty shall be the reasonable cost of replacement or repair of the defect or, if the defect is such that the cost to repair or replace the defective component exceeds the diminution in fair market value as a result of the defect, the lesser of the cost to repair or the amount by which the fair market value of the Property is diminished as a direct result of the defect. Seller is not liable for consequential, incidental or indirect damages, or personal injuries or illness arising from any breach of the Warranty or of this Agreement. Seller has the right to determine whether a defect shall be corrected by repair or replacement, and the manner in which such repair will be made. Seller and its agents and subcontractors will be afforded access to the Home during Seller's normal business hours to inspect, photograph, videotape, assess, diagnose and repair any claimed defects, and will have a reasonable time and a reasonable number of opportunities to repair any defect. The Warranty shall not apply to any defect or condition caused by misuse, damage by fire, storm, vandalism or accident, or by lack of reasonable care or maintenance. Buyer must perform all normal and routine maintenance.

(c) **Consumer Products.** Seller is not warranting any appliances or other "consumer products" (as defined in the Magnuson-Moss Warranty Act). Conveyance of the Home will include an assignment of all warranties on such consumer products (including, if applicable, kitchen appliances, heat

pump units and the like), and such written warranties (if any) will be delivered to Buyer at Settlement. Buyer will look only to the manufacturers of such products for repair or replacement. Buyer is responsible for completing and submitting applicable warranty registration materials.

(d) Mold Release. During construction, various construction materials are exposed to the elements including, but not limited to, rain, humidity and temperature changes. This can result in the development of mold, mildew and spores in the walls, duct work and other parts of the Unit. Seller does not guaranty that the Unit will be free of such substances and Seller is not responsible for the correction of such conditions and/or for any damage and/or illness that may be suffered as a consequence thereof.

Buyer hereby releases and forever discharges Seller, and its agents, employees, contractors, subcontractors, and any of their officers, directors, members, owners or partners, and anyone else who may be liable by or through them or any of them, for any and all claims, losses, liabilities and demands, including claims for bodily injuries and all the consequences thereof, whether now known or not, that may arise from the presence of mold (or any similar substances) in any room or portion of the Unit or in any other improvements that are the subject of this Agreement.

(e) Landscaping. Trees and other landscaping that exist on the date hereof may be removed in the course of constructing the Condominium. No Warranty is given with respect to the survival of trees or landscaping on the Property.

(f) Construction. Buyer understands that construction taking place in the building and Condominium after Settlement may cause or result in noise and dust, and that such construction will entail the placement of construction vehicles, construction materials and construction debris on various parts of the common areas of the Condominium. Buyer releases Seller from and hereby waives any claims against Seller or its contractors arising out of such activities.

(g) Views Surrounding Uses. Seller has not made any representations to Buyer regarding the development or use (or possible development or use) of any properties surrounding or in the vicinity of the Condominium, nor has Seller made any guaranty of any view that Buyer may have from the Home. Seller disclaims any representations or warranties regarding such matters, and Buyer releases Seller from and hereby waives any claims against Seller or its contractors arising out of such matters.

THE WARRANTY PROVIDED FOR IN THIS AGREEMENT IS THE ONLY WARRANTY GIVEN WITH RESPECT TO THE UNIT AND IS GIVEN IN PLACE OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. BUYER UNDERSTANDS THAT CERTAIN IMPLIED WARRANTIES MIGHT OTHERWISE APPLY TO THE UNIT. BUYER WAIVES ALL SUCH IMPLIED WARRANTIES, AND SELLER DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING (1) ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, AND (2) THE IMPLIED WARRANTY OF HABITABILITY. SELLER IS NOT LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.

This entire Section 9 shall survive the Settlement.

Buyer's Signature

Buyer's Signature

10. Defaults.

(a) Default by Buyer. If the Buyer (a) fails to make any Deposit, Option payment or other payment required hereunder, or if any check in payment thereof is returned unpaid for any reason, (b) gives false, misleading or incomplete information to the Seller, or the Seller's agent, concerning Buyer's legal status or financial condition, (c) fails to attend Settlement on the scheduled Settlement Date or to complete

Settlement at that time, or (d) violates or fails to fulfill and perform any other term or condition of this Agreement or any exhibit or addendum to this Agreement, and such default continues uncured for seven (7) days after written notice from Seller to Buyer, then Buyer shall be in default of this Agreement and, at Seller's option, Seller shall have the right, without further notice, to terminate this Agreement, and in that event, the Deposit and all sums paid for Options (collectively, the "Liquidated Damages") shall be paid to and retained by the Seller as liquidated damages for such breach. Buyer agrees that such amounts represent a reasonable estimate of Seller's actual damages and shall not be construed as a penalty. Upon actual receipt of the Liquidated Damages by Seller, the Seller and Buyer shall be released from all liability or obligations hereunder and this Agreement shall be NULL AND VOID and all copies will be returned to the Seller's agent for cancellation. If Buyer fails to sign any requested release permitting Seller to retain the Liquidated Damages, authorizing the holder of the Liquidated Damages to release it to Seller and releasing Seller from all further obligations hereunder within ten (10) days after Seller's written request, or if Buyer otherwise challenges Seller's entitlement thereto, Seller shall be entitled to recover from Buyer all attorney's fees, expert's fees and other costs and collection expenses that Seller may incur to recover or retain the Liquidated Damages with interest thereon if Seller is successful in such action.

(b) Default by Seller. If the Seller shall commit a material default hereunder before Settlement which is not cured within fifteen (15) days after written notice thereof is given by Buyer to Seller, specifying the nature of such alleged default, then Buyer's sole and exclusive remedy shall be termination of this Agreement by giving written notice thereof to Seller prior to Seller curing such default, whereupon Buyer shall be entitled to recover (i) the Deposit, (ii) all payments actually made by Buyer on account of Options, and (iii) any amounts paid by Buyer to Seller's suppliers or subcontractors pursuant to Section 4(c) hereof. Upon payment thereof, this Agreement shall be null and void. All other rights and remedies at law or in equity (including, but not limited to, the right of specific performance) are hereby expressly waived.

(c) Notwithstanding any provision of this Agreement to the contrary, including the provisions of Section 10(b) hereof, if Seller does not complete the Unit within two (2) years after the date this Agreement was signed by Buyer (as provided in Section 3(e) hereof), subject to delays as provided therein, Buyer may, in the alternative to the remedies afforded Buyer under Section 10(b) hereof, maintain all actions and have all rights and remedies that are available at law or in equity, including an action for specific performance against Seller.

11. Certain Notices to Buyer.

(a) Zoning. The Condominium is zoned _____ on the date hereof. Failure of this Agreement to contain the zoning classification of the Unit shall render this Agreement voidable at the option of the Buyer, and, if this Agreement is voided, any deposits tendered by the Buyer shall be returned to the Buyer without a requirement of court action.

(b) Access to Public Road. Access to a public road may require issuance of a highway occupancy permit by the Department of Transportation. Any required highway occupancy permit with respect to the Condominium shall be obtained by Seller at its expense.

(c) Sewage Facilities Act Notice. There is no currently existing community sewage system available to serve the Unit or the Condominium and the Buyer will be required to obtain a permit for an individual system pursuant to Section 7 of the Pennsylvania Sewage Facilities Act (35 P.S. §750.1, et seq.). The Buyer should contact the local agency charged with administering the Pennsylvania Sewage Facilities Act before signing this Agreement to determine the procedure and requirements for obtaining a permit for an individual sewage system if one has not already been obtained. The preceding notice is required by law. Notwithstanding the preceding notice, Seller represents that the Unit and the Condominium will be served by a public or community sanitary sewer system, to be constructed and extended to the Condominium as part of the development of the Condominium, and accordingly the Unit will at settlement be connected to a public or community sewer service by Seller at Seller's expense.

12. Brokers; Recovery Fund.

The business relationship between the broker(s), the Seller and the Buyer is as follows (unless a different relationship is noted below):

(a) _____ is the listing agent and is acting as the Agent of the Seller,

(b) _____ is the selling broker, and is the Agent of the Buyer,

(c) No broker or licensee has any authority to make any changes to this Agreement on behalf of Seller. Seller and Buyer represent to each other that the listing agent and selling agent named above is/are the only broker(s) agent(s) with whom they had dealings, negotiations or consultations in connection with the sale of the Unit.

(d) A real estate recovery fund exists to reimburse any person who has obtained a final civil judgment against a Pennsylvania real estate licensee due to fraud, misrepresentation or deceit in a real estate transaction and who has been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the fund, call (717) 783-3858.

(e) Buyer represents that Buyer has not dealt with or through any real estate agent or broker other than the Seller's agent and the agent of the Buyer identified above. Buyer will indemnify and hold Seller harmless from any claims from any other real estate licensee, broker, agent or finder claiming by or through Buyer, which indemnification shall include reasonable attorney's fees and other costs incurred by Seller in the defense of any such claim. This indemnity shall survive Settlement.

13. **WAIVER OF JURY TRIAL** Buyer (on behalf of Buyer and all permanent residents of the Home, including minor children) hereby agrees that any and all disputes with Seller, Seller's parent company, or any of their subsidiaries, partners or affiliates, arising out of this Agreement, the Warranty or otherwise arising out of the construction, condition and sale of the Property including, without limitation, disputes concerning breach of contract, express, statutory and/or implied warranties, bodily injuries and/or illness, mold-related claims, representations and/or omissions by Seller, on-site and off-site conditions, and all other torts, contractual, statutory and other causes of action, including any claims under the Pennsylvania Unfair Trade Practices and Consumer Protection Law (each, a "Claim") shall be tried before a court (Judge) sitting without a jury.

AS A MATERIAL CONDITION AND COVENANT HEREOF, SELLER AND BUYER ABSOLUTELY AND FOREVER WAIVE AND RELINQUISH ANY RIGHT TO TRIAL BY JURY UNDER THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, AND UNDER ANY APPLICABLE FEDERAL LAW, WITH RESPECT TO ANY CLAIM, INCLUDING ANY COUNTER-CLAIM, ARISING UNDER OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, OR IN ANY WAY ARISING OUT OF OR RELATED TO THE SALE, CONSTRUCTION, DELIVERY, OPERATION, MANAGEMENT AND/OR CONDITION OF THE CONDOMINIUM, THE COMMON ELEMENTS OF THE CONDOMINIUM, OR THE UNIT.

Buyer's Signature

Buyer's Signature

14: **Miscellaneous.**

(a) **Gender and Number, Liability.** When used in this Agreement, the singular shall include the plural, and vice versa, and the use of any gender shall include any other gender. If more than one

person is named as "Buyer" herein, all of them are jointly and severally liable for the Buyer's obligations hereunder.

(b) No Recording. Neither this Agreement nor any reference to it shall be recorded by Buyer in any public office.

(c) Time of the Essence. Time is of the essence of this Agreement.

(d) Governing Law, Merger. This Agreement is governed by Pennsylvania law. Except for provisions of this Agreement that expressly survive the Settlement or expressly require or provide for performance after the Settlement, this Agreement shall not survive the Settlement.

(e) Assessments; Violations. Seller has no knowledge of any assessments for public improvements which have been made against the Unit. If any notice of assessment for public improvements is given after the date of this Agreement, Buyer shall be responsible for Buyer's share thereof. Seller has no actual notice of any violations of applicable building, housing, safety, fire or other codes with respect to the Unit.

(f) Binding on Successors; Assignment; Re-Sale. This Agreement is binding on and benefits the parties hereto and their respective heirs, personal representatives, successors and (to the extent permitted hereunder) their assigns. Buyer may not assign this Agreement without Seller's written consent, which may be granted or withheld in Seller's sole and absolute discretion. If Buyer is a corporation, partnership, limited liability company or other entity of any kind, any transfer or series of transfers, directly or indirectly (including transfers of interests in entities that are owners of the Buyer), of any ownership interest in the Buyer shall be deemed an assignment of this Agreement. Seller may condition its consent to any assignment in any manner Seller deems appropriate in its sole discretion. Seller has the right to assign this Agreement. Buyer will not advertise the Unit for re-sale in any manner, or list or permit the Unit to be listed for sale or listed in any multiple listing or similar service, prior to Settlement.

(g) Notices. All notices required or permitted to be given hereunder shall be in writing and shall be sufficient if (i) personally delivered, (ii) mailed by first class mail, postage prepaid, (iii) sent by reliable overnight courier or delivery service, charges prepaid, or (iv) sent by facsimile transmission to the facsimile number of the intended recipient. Such notices shall be addressed to the parties at the addresses stated in this Agreement, unless such party shall designate a different address in writing. All notices shall be effective (i) upon delivery, in the case of personal delivery, (ii) two (2) business days after the date of mailing, if mailed by first class mail, (iii) the scheduled date of delivery, in the case of delivery by overnight delivery service, or (iv) in the case of a facsimile notice, on the date faxed provided that such facsimile is sent and delivery electronically confirmed by 5:00 p.m. (local time) on a business day, or otherwise on the next business day.

(h) Public Offering Statement. The Public Offering Statement of the Condominium is incorporated herein by this reference and made a part of this Agreement.

(i) Purchase Price. Buyer's obligation to pay the entire Purchase Price, as well as the price of any Options and other sums due under this Agreement or any addendum to this Agreement, shall survive Settlement. Seller's signature on any settlement sheet shall not preclude Seller from recovering any part of the Purchase Price or amounts payable for Options or other sums due under this Agreement or any Addendum to this Agreement not actually paid at the time of Settlement and reflected on such settlement sheet provided the amounts so due are set forth in this Agreement or in a written addendum, change order or option selection form signed by Buyer.

(j) Authorizations by Buyer. If more than one person is named as the Buyer in this Agreement, Seller is entitled to rely on instructions and/or notices given by any of such persons, and shall have the right to rely on selections made by, or change orders signed by, any one of such persons, all of which shall be binding on all persons who are the Buyers under this Agreement.

(k) Entire Agreement, Amendments. This Agreement may be amended only by a written instrument signed by Buyer and Seller. This Agreement supersedes all prior understandings, agreements, representations and warranties between the parties and is the entire agreement between them.

(l) Visits to Site; Release of Liability. **THE BUYER ACKNOWLEDGES THAT THE CONDOMINIUM AND SURROUNDING AREAS ARE DANGEROUS AREAS DURING CONSTRUCTION.** Buyer is not permitted to visit the Condominium site or the Unit except when accompanied by a representative of the Seller at the pre-settlement inspection scheduled pursuant to Section 6 hereof. Buyer releases and agrees to indemnify Seller from any loss, liability, expense, suit or cause of action (including reasonable attorney's fees and all other costs) resulting from or incurred by Seller in the defense of any claim arising out of any bodily injury or property damage suffered by Buyer, persons accompanying Buyer and persons visiting at the request or direction of the Buyer other than as expressly permitted by this section.

(m) Subordination. This Agreement and the Buyer's rights hereunder are subordinate to any mortgages or other liens now or hereafter encumbering the Property or the Condominium and/or the real estate on which the Condominium is being constructed including, but not limited to any liens securing financing obtained by Seller in connection with the purchase, construction and development of the Condominium.

(n) Late Charges. Without prejudice to Seller's right to exercise Seller's rights and remedies upon a default by Buyer hereunder, in the event that any Deposits or payments for Options or other sums due from Buyer to Seller hereunder, are not paid when due, Buyer shall pay interest on such late payments from the due date until the date actually paid at the higher of eighteen percent (18%) per annum or the highest interest rate permitted by law.

(o) Severability; Savings Clause. The parties intend that this Agreement and each provision of this Agreement shall be enforced and enforceable according to its terms. However, if any term or provision of this Agreement is determined to be contrary to law or unenforceable as written, or renders any other provision of this Agreement unenforceable or unlawful, then the parties intend that such provision shall be judicially modified to the minimum extent necessary to make such provision and this Agreement as a whole enforceable as closely as possible in accordance with the intent of the parties as expressed in this Agreement, but if such modification is not possible, then the parties intend that such provision shall be stricken from this Agreement and the remainder of this Agreement shall be enforceable in accordance with its terms without reference to such stricken provision. Without limiting the preceding, to the extent that any provision of this Agreement (including without limitation, any provision hereof that establishes or limits the Buyer's rights and remedies upon Seller's failure to complete the Unit or any other improvements in accordance with the terms of this Agreement) would or may disqualify this sale from exemptions under the Interstate Land Sale Full Disclosure Act, including (without limitation) the exemptions in 15 U.S.C. §§ 1702(a)(2) and/or 1702(b)(1), such provision shall deemed modified to the fullest extent necessary to make such exemption(s) applicable to the sale of the Unit pursuant to this Agreement.

15. Oral statements or Promises. Oral statements or promises may cause disputes between sellers and buyers of new homes. This section of the Agreement is designed to alleviate potential disputes and disagreements. Unless oral statements or promises are included in the written provisions of this Agreement, they are not enforceable. By including the terms below, Buyer and Seller are making them part of this Agreement. **THIS SECTION SHOULD NOT BE LEFT BLANK IF YOU ARE RELYING ON ANY ORAL STATEMENTS OR PROMISES OF THE SELLER:**

NO REAL ESTATE AGENT OR OTHER PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATIONS OR PROMISES THAT ARE NOT CONTAINED IN THIS AGREEMENT. NEITHER PARTY SHALL MAKE ANY CLAIM AGAINST THE OTHER BASED ON ANY ALLEGED REPRESENTATION, WARRANTY OR AGREEMENT THAT IS NOT CONTAINED IN THIS AGREEMENT OR THE EXHIBITS OR ADDENDA HERETO.

16. Other Documents. This Agreement includes the following exhibits which have been reviewed and approved by the Buyer before signing this Agreement:

- Exhibit "A" – Floor Plan of Unit
- Exhibit "B" – Standard Finish Specifications
- Exhibit "C" – Limited Warranty Agreement
- Exhibit "D" – Structural Option Selection Form (optional)

17. Approval by Seller. This Agreement is signed by Buyer and submitted to Seller as a binding and irrevocable offer to purchase the Property for thirty (30) days, during which time this Agreement may not be withdrawn by Buyer (subject to Buyer's right to cancel this Agreement of Sale pursuant to 68 Pa.C.S. §3406 within fifteen (15) days after receiving the Public Offering Statement of the Condominium or an amendment to the Public Offering Statement that materially and adversely affects the rights or obligations, or both, of Buyer). After signing, Seller will cause a fully executed copy of this Agreement to be delivered to Buyer. Seller's agent has and shall have no authority to bind Seller to this Agreement.

NOTICE TO PARTIES: WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT. RETURN OF THIS AGREEMENT AND ALL EXHIBITS AND ADDENDA, BEARING THE SIGNATURES OF ALL PARTIES, CONSTITUTES ACCEPTANCE OF THIS AGREEMENT. PARTIES ARE ADVISED TO CONSULT WITH A LAWYER BEFORE SIGNING THIS AGREEMENT IF THEY DESIRE LEGAL ADVICE.

BY SIGNING BELOW, BUYER ACKNOWLEDGES THAT BUYER RECEIVED A COPY OF THIS AGREEMENT AND ALL EXHIBITS AT THE TIME OF SIGNING, AND THAT ALL BLANKS WERE FILLED IN.

IN WITNESS WHEREOF, Seller and Buyer have signed this Agreement of Sale below.

BUYER:

Date: _____

Date: _____

SELLER:

VILLAGE OF NITTANY GLEN, L.P.

BY: McKee-Foxfield, LLC, its general partner

Date of Acceptance by Seller:

By: _____
Authorized Officer

Exhibit "B"
Declaration

Exhibit "C"
By-Laws



R 02022-0192 Oct 16, 2008
VILLAGE OF NITTANY GLEN LP
VILLAGE OF NITTANY GLEN
10-16-2008
14:58:23
DECO 54 pgs
RECORDED OF DEEDS

02022-0192
10-16-2008
14:58:23

DECLARATION OF CONDOMINIUM
FOR
VILLAGE OF NITTANY GLEN,
A Condominium

THIS DECLARATION OF CONDOMINIUM is made this 14th day of October, 2008, by VILLAGE OF NITTANY GLEN, L.P., a Pennsylvania limited partnership, with a business address at 940 W. Sproul Road, Springfield, PA 19064 (the "Declarant"), for itself, its successors and assigns.

BACKGROUND

Declarant is the owner of the Real Estate (hereinafter defined) which is located on Fillmore Road in Benner Township, Centre County, Pennsylvania. Declarant intends to develop the Real Estate as shown on the Plats and Plans (as hereinafter defined) as a condominium known as "The Village of Nittany Glen, A Condominium". Declarant is recording this Declaration to create a condominium with respect to the Real Estate and the improvements constructed and to be constructed thereon pursuant to the Pennsylvania Uniform Condominium Act, 68 Pa.C.S. §3101, et seq. (the "Act"), subject to all the terms and conditions hereof.

WITNESSETH:

NOW, THEREFORE, the Declarant hereby declares and covenants, for itself and its successors and assigns, that the Real Estate and all buildings and improvements now or hereafter constructed thereon are and shall be held, transferred, sold, conveyed, used and occupied under and subject to the covenants, restrictions, easements and conditions in this Declaration, all of which shall run with the Real Estate and each of the Units (hereinafter defined), and all buildings and other improvements now or hereafter constructed thereon, as follows:

ARTICLE I - DEFINITIONS; CONSTRUCTION AND INTERPRETATION

1.01 Act Definitions and Section References. Capitalized terms used herein that are defined in the Act shall have the meanings ascribed to them in the Act. Terms that are defined in the Act and that are also defined herein shall have the general meanings ascribed to them in the Act and, in addition, the specific meanings ascribed to them in this Declaration. References to numbered sections of the Act refer to the corresponding numbered sections of Subpart B of Title 68 of Purdon's Pennsylvania Statutes, or the corresponding section(s) of any successor statute or codification thereof.

1.02 Defined Terms. Supplementing the terms defined in the Act and elsewhere in this Declaration, the following terms, when used herein, shall have the meanings ascribed to them in this Section 1.02:

"Act" - the Pennsylvania Uniform Condominium Act, 68 Pa C.S. §§ 3101, et seq, as amended from time to time, or any successor statute governing condominiums in the Commonwealth of Pennsylvania.

"Assessments" - amounts levied or assessed by the Association against the Units from time to time, pursuant to this Declaration and the Act, including (without limitation) Assessments for General Common Expenses, Limited Common Expenses (to the extent provided herein), Special Assessments and amounts assessed as special allocations of Common Expenses pursuant to the Act. The term "Assessments" also includes amounts levied and assessed as fines, late charges, collection costs and attorneys' fees pursuant to any of the Condominium Documents.

"Association" - "Nittany Glen Condominium Association", which shall be organized as an unincorporated association or as a non-profit corporation, in the sole discretion of the Declarant, on or before the date the first Unit is transferred to a Unit Owner other than a Declarant.

"Board" or "Executive Board" - the Executive Board of the Association to be elected pursuant to Section 3303 of the Act, this Declaration and the By-laws.

"By-laws" - the By-Laws of the Association as amended from time to time. The By-laws shall bind the Association and all Unit Owners whether or not they are recorded.

"Common Elements" - the Common Elements of the Condominium, as defined in the Act, this Declaration and on the Plats and Plans.

"Common Expense Liability" - means the liability, expressed as a percentage, allocated to each Unit to pay the share of the Common Expenses and Assessments that is allocated to such Unit under this Declaration and the Act, as set forth in this Declaration.

"Common Expenses" - either General Common Expenses or Limited Common Expenses, as applicable under the circumstances.

"Condominium" - the condominium created hereby, known as "The Village of Nittany Glen, a Condominium".

"Condominium Documents" - this Declaration, the Plats and Plans, the By-laws and the Regulations (each as the same may be amended from time to time) or whichever of them apply to a particular circumstance, as the context requires.

"Convertible Real Estate" - those parts of the Real Estate that are described and defined as Convertible Real Estate in this Declaration, on the Exhibits hereto, or on the Plats and Plans; within which the Declarant reserves the right to construct additional Units, Limited Common Elements or both.

"Declarant" - the Declarant originally named herein and any successor to Special Declarant Rights.

"Declarant Control Period" - the period of time beginning on the date the first Unit is conveyed to a Unit Owner other than a Declarant and ending on the earlier of (i) seven (7) years after the date thereof, or (ii) one hundred eighty (180) days after the conveyance of seventy-five percent (75%) of the Units to Unit Owners other than a Declarant.

"Declaration" - this Declaration together with the Plats and Plans, as amended from time to time. The Plats and Plans are a part of this Declaration, and any reference to this Declaration shall be deemed to include reference to any applicable part of the Plats and Plans, as

they may be amended from time to time. Words such as "herein", "hereof" and "hereto" refer to this Declaration in its entirety unless the context otherwise clearly requires.

"Director" – a member of the Executive Board.

"Eligible Mortgage" - a mortgage recorded as a first or second mortgage lien against a Unit that is held by an Eligible Mortgagee.

"Eligible Mortgagee" – means the Declarant (or affiliate of the Declarant), the seller of a Unit, or a Bank, Savings and Loan Association, Savings Bank or other federally or state chartered financial institution (or any guarantor or insurer) of a first or second mortgage lien against a Unit that is a federally or state chartered financial institution or federal or state governmental agency or corporation [including, but not limited to, the Veterans Administration, the United States Department of Housing and Urban Development, the Federal National Mortgage Association and/or the Federal Home Loan Mortgage Corporation, or their successors]), which has given written notice to the Association by certified or registered mail, return receipt requested, of its name and address and the address and description of the Unit against which it holds, insures or guarantees an Eligible Mortgage. If an Eligible Mortgage is assigned, the Association shall not be bound to recognize the assignee as an Eligible Mortgagee until the Association has received written notice of such assignment and of the name and address of the assignee.

"General Common Expenses" - the actual and estimated expenses incurred from time to time for the general benefit of the Association and all Unit Owners, including but not limited to (i) general overhead, administrative and operating expenses of the Association, (ii) taxes or other governmental charges levied or assessed against the Association or its property under any federal, state, local or municipal tax law, regulation or ordinance, (iii) premiums for insurance and bonds carried by the Association, (iv) the costs of maintaining, managing, insuring and repairing the Common Elements, including the Limited Common Elements, and making any necessary replacements thereto or thereof, (v) amounts set aside or budgeted to be set aside as operating and capital reserves, (vi) expenses of prosecuting or defending any litigation or other proceedings by, against or affecting the Association, the Unit Owners, the Real Estate or any of the Units which the Association may bring, defend or otherwise participate in pursuant to this Declaration, including (without limitation) the expenses of enforcing or attempting to enforce the Condominium Documents, (vii) the fees or other compensation payable to any manager or management company that may be engaged by the Association to assist the Association in managing, operating or administering the Association or the Common Elements, (viii) the compensation, benefits and other expense of employees of the Association, and (ix) all other expenses and liabilities incurred or that may be incurred by the Association in carrying out or performing its rights, duties and functions; but in all events excluding those expenses (if any) and reserves associated with the maintenance, repair or replacement of Limited Common Elements that are required to be separately accounted for and charged as Limited Common Expenses pursuant to this Declaration.

"Home" – shall mean the residential dwelling located on a Lot.

"Limited Common Element" - a part of the Common Elements that is allocated for the exclusive use or benefit of one or more, but fewer than all, of the Units, pursuant to the Act or this Declaration.

"Limited Common Expenses" - the expenses of maintaining, repairing, insuring and/or replacing any Limited Common Element, but only if and to the extent that this Declaration expressly provides that such expenses will be segregated from General Common Expenses and

Expenses and charged as Limited Common Expenses.

"Lot" – the area designated on the Plats and Plans as a portion of the Real Estate upon which a Home, and any of the Permitted Additions thereto, and the Limited Common Elements serving such Home, may be built, constructed or located.

"Member"- a Unit Owner in his, her or its capacity as a member of the Association.

"Percentage Interest" - the undivided percentage interest in Common Elements appurtenant to each Unit, as set forth in this Declaration.

"Permitted Additions" - the improvements permitted on a Lot which are connected to a Home and are not Limited Common Elements, including a garage, patio or deck, or other improvement authorized by the Executive Board in its sole discretion.

"Person" - a natural person, corporation, limited liability company, partnership, trust or any other legal entity, existing by statute, contract or common law.

"Plats and Plans" - the plans depicting the Condominium and the development of the Real Estate, and the buildings and improvements constructed or proposed to be constructed thereon pursuant to Section 3210(b) of the Act, attached hereto as, or identified on, Exhibit "B" and made a part hereof, as they may be amended from time to time.

"Real Estate" - the land described on Exhibit "A" attached hereto and on the Plats, together with all improvements now or hereafter constructed thereon, and all easements, rights and privileges appurtenant thereto.

"Regulations" - the rules, regulations and policies, if any, adopted by the Executive Board from time to time regulating the Unit Owners' use and enjoyment of the Common Elements and the Units.

"Special Assessment" – an Assessment levied by the Executive Board, in excess of the regular Common Expense Assessment, against some or all of the Units for any purpose permitted by this Declaration, or the Act, including without limitation an Assessment (i) to pay the costs of unanticipated repairs to or replacement of any Common Elements, or (ii) levied against one or more (but less than all) Units to recover the costs of repairing damages to the Common Elements caused by the resident(s) of such Units.

"Special Declarant Rights" - has the meaning given to such term in the Act and includes any rights reserved by Declarant hereunder to (i) complete the improvements shown on the Plats and Plans, (ii) maintain offices, signs and models, (iii) use easements through the Common Elements for the purpose of making improvements within the Real Estate, (iv) convert a Unit into Common Elements, or into two (2) or more Units and Common Elements, or change the boundary lines between Units and/or between Units and Common Elements, (v) appoint and remove Directors and officers during the Declarant Control Period, (vi) create Units, Common Elements, and/or Limited Common Elements within the Convertible Real Estate, and (vii) exercise any other rights of the Declarant constituting "Special Declarant Rights" under the Act, whether or not expressly designated as such in this Declaration.

"Supplemental Declaration" - a supplement or amendment to this Declaration recorded pursuant to the Act and Article IX by the Declarant for the purpose of exercising the Declarant's right to create Units, Common Elements, Limited Common Elements, or all within the Convertible Real Estate, or subdivide Units owned by the Declarant, or for any other purpose in order for the Declarant to exercise any of the rights described in Sections 3210(e) and (f), Section 3211, Section 3209(c) and Section 3215 of the Act.

"Unit" - a part of the Real Estate intended for separate ownership, as described in this Declaration and on the Plats and Plans, together with the Home and Permitted Additions constructed or placed on such Unit, and such Unit's appurtenant Percentage Interest in Common Elements, voting rights and Common Expense Liability.

"Unit Owner" or "Owner" - the owner(s) of legal title to a Unit (including the Declarant with respect to Units that it owns) other than a Person holding such title solely as security for an obligation. All obligations of a "Unit Owner" hereunder with respect to or arising by virtue of ownership of a Unit, including the obligation to pay Common Expenses, are the joint and several obligations of all Persons who own that Unit, regardless of the manner in which they hold such title.

1.03 Number and Gender. Wherever any provision of this Declaration refers to the singular, it shall be deemed to include the plural whenever necessary or appropriate to give effect to such provision; and the use of any gender includes any other gender.

1.04 Construction. If there is a conflict or inconsistency between this Declaration and the By-laws, this Declaration shall control (unless contrary to the Act). If there is a conflict or inconsistency between the Declaration or the By-laws, on the one hand, and the Regulations, the Declaration or the By-laws, as applicable, shall control (unless contrary to the Act).

1.05 Computing Percentages. In determining whether the Declarant Control Period has expired, and in determining whether Unit Owners other than a Declarant are entitled to elect members of the Executive Board under any provision of the Condominium Documents, the percentage of the Units owned by the Declarant shall be calculated based on the number of Units owned by the Declarant and the number of Units the Declarant has reserved the right to build or create, including any additional Units that may be created within the Convertible Real Estate.

ARTICLE II - SUBMISSION OF REAL ESTATE TO ACT; UNIT BOUNDARIES; APPLICABILITY OF DECLARATION

2.01 Name and Location of Condominium. The Condominium shall be known as **"THE VILLAGE OF NITTANY GLEN, a Condominium"**. The Condominium is located on Fillmore Road, Benner Township, Centre County, Pennsylvania.

2.02 Submission to Act; Applicability of Condominium Documents. The Declarant hereby creates a condominium with respect to the Real Estate pursuant to the Act, subject to this Declaration. All present and future Unit Owners, and their respective tenants, subtenants, family members, guests, agents, servants, employees and any other Persons occupying or using any Unit or the Common Elements, shall be bound by the Condominium Documents. Any mortgage or other lien encumbering a Unit that is recorded after the recording of this Declaration shall be under and subject to this Declaration.

2.03 Easements, Etc. The Condominium is on the date hereof subject to those recorded easements and other matters of record identified below, as well as other easements,

notes, conditions and restrictions as are set forth herein, on the Plats and Plans, and on the approved and recorded subdivision or land development plans of the Real Estate:

1. Declaration of Permanent Utility Easement, Storm Water Drainage and Detention Basin as in Record Book 1204 page 194.
2. Declaration of Temporary Stormwater Detention Basin Easement as in Record Book 1204 page 200.
3. Subject to 50 foot wide Electric Easement & 20 foot wide Sanitary Sewer Easement as in Record Book 1135 page 277.
4. Rights granted to West Penn Power Company as in Misc. Book 40 page 82.
5. Rights granted to Benner Township as to Sewer as in Record Book 490 page 1006. Assignment Agreement as in Record Book 1117 page 93.
6. Rights granted to State College Borough Water Authority as in Record Book 560 page 389.
7. Rights granted to The Bell Telephone Company of Pennsylvania as in Misc. Book 478 page 914.
8. Subject to Breach of Clean & Green Act as in Book CG-1 pgs. 1128 & 1130.

ARTICLE III – THE UNITS

3.01 Number of Units. The Condominium may contain up to a maximum of 400 Units, as shown on the Plats and Plans, including those that may be created within the Convertible Real Estate.

3.02 Unit Boundaries. The boundaries of each Unit shall consist of the as-built dimensions, or “footprint”, of the location of a Home and Permitted Additions on the particular Lot upon which the Home is located, such footprint being defined by the foundation of such Home when constructed, and any overhang such as roofs or eaves or other structures affixed to the Home, together with the footprint of the Permitted Additions thereto, and the as-built dimensions of any repairs or replacements thereof. (Such Home “footprint” and permitted additions footprint, or Lot, together with all of the rights and entitlements pertaining thereto, with Home located thereon and permanently affixed thereto, is referred to as the “Unit”) ; subject, nevertheless, to easements and other matters of record. The Home and Permitted Additions on a Unit are part of the Unit.

3.03 Contents of Unit. Each Unit includes all of the land and air space within the Unit Boundaries, and includes the Home and Permitted Additions and all other improvements and fixtures within the Unit Boundaries, including all utilities that serve that Unit or the improvements thereon.

3.04 Maintenance of Units; Personal Garden and Landscaping Areas. Except as otherwise expressly provided herein, each Unit Owner is solely responsible for the maintenance, repair, replacement and insurance of his Unit, the Home and Permitted Additions and other improvements thereon, including any lawn, landscaping and driveway, and all other appurtenant fixtures, equipment and utilities. Each Unit Owner shall have the right to maintain, landscape and garden areas within the Lot upon which the Unit is located, but only to the extent permitted by, and in accordance with, rules and regulations of the Executive Board, which shall specify the locations, height, width and depth of such areas, relevant standards for permitted plantings, ornaments, maintenance and upkeep, and which may specify other limitations and specifications governing the utilization of such area in a manner which in the sole opinion of the Executive Board enhances the overall appearance and character of the Community.

3.05 Identifying Numbers. The identifying numbers of the Units are as shown on the Plats and Plans.

3.06 Title; Conveyance of Unit. Ownership of the Units shall be in fee simple, together with that Unit's undivided Percentage Interest in Common Elements, and the interest in Limited Common Elements (if any) appurtenant to or otherwise allocated to such Unit. Except as otherwise provided by the Act, each Unit, together with its undivided interest in Common Elements, constitutes a separate parcel of real estate for all purposes. Conveyance of a Unit automatically includes the Percentage Interest in Common Elements, voting rights, Common Expense Liability and the right to any Limited Common Elements allocated to that Unit hereunder. Neither membership in the Association nor the Percentage Interest in Common Elements allocated to a Unit may be conveyed, encumbered, assigned or otherwise transferred in any manner except by conveyance of the Unit to which such rights are appurtenant. Any other transfer or attempted transfer thereof by a Unit Owner is void.

3.07 Separate Taxation. Once the first Unit has been conveyed to a Unit Owner other than a Declarant, each Unit (together with its interest in Common Elements) shall be separately taxed and assessed.

3.08 Subdivision or Conversion of Units.

(a) The Declarant has the right, without the consent or approval of the Executive Board or the Unit Owners, to subdivide Units it owns or convert Units it owns into two or more Units, Common Elements or a combination of Units and Common Elements (provided that the subdivision of Units by the Declarant shall not increase the maximum number of Units permitted by this Declaration). In the event of such subdivision or conversion, the Declarant shall, at its expense, execute and record an amendment to this Declaration, including an amendment to the Plats and Plans, as necessary. In connection therewith, the Declarant may allocate the Percentage Interest, Common Expense Liability and Limited Common Elements allocable to the Units being subdivided (provided that the aggregate Percentage Interest in common Elements and Common Expense Liability appurtenant to the Units resulting from the subdivision is not less than the Percentage Interest and Common Expense Liability appurtenant to the Unit(s) being subdivided before such subdivision). Such reallocation shall be made by the amendment to the Declaration recorded by the Declarant pursuant to this Section.

(b) A Unit Owner other than a Declarant may not subdivide Units or combine two or more Units into a single Unit without the approval of the Executive Board, which may be granted or withheld in its sole and unfettered discretion.

3.09 Relocation of Boundaries Between Adjoining Units.

(a) The Declarant reserves the right, without the consent of the Executive Board or the Unit Owners, to relocate boundaries between adjoining Units that it owns, and between its Units and the Common Elements. If the Declarant does so, the Declarant shall execute and record, at its expense, an amendment to this Declaration and an amendment to the Plats and Plans. In connection therewith, the Declarant may reallocate the Percentage Interest, Common Expense Liability and Limited Common Elements allocable to those Units (provided that the aggregate Percentage Interest in Common Elements and Common Expense Liability after such relocation is not less than the sum of the Percentage Interests and Common Expense Liability appurtenant to the

affected Units before such relocation). Such reallocation shall be made by the amendment to the Declaration recorded by the Declarant pursuant to this Section.

(b) A Unit Owner other than the Declarant may not relocate boundaries between adjoining Units that such Unit Owner owns without the prior approval of the Executive Board.

3.10 Alteration of Units. Subject to the Act and the terms of this Declaration, and except as provided in this Section 3.10, a Unit Owner may alter such Unit Owner's Unit, subject to the approval of the Executive Board. However, a Unit Owner other than a Declarant shall not (i) change the exterior appearance of a Unit, (ii) alter any partition between his Unit and Common Elements or another Unit he or she does not own, or create any opening in any such partition, (iii) alter or create any opening in a partition between Units that such Unit Owner owns if such alteration or opening would or may affect any Common Elements including, without limitation, any common electrical, plumbing or mechanical systems, or lessen the support of any portion of the Condominium. Exterior windows, doors, awnings, porches, patios, decks, siding, roofing materials or other exterior improvements may not be constructed or altered without the prior approval of the Executive Board, notwithstanding that they are part of the Units, except as otherwise provided in this Declaration or in Regulations or policies adopted by the Executive Board from time to time.

ARTICLE IV - DESCRIPTION OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

4.01 Common Elements. The Common Elements consist of all parts of the Real Estate and improvements thereon other than the Units and those improvements or facilities (if any) to be dedicated to the public, whether conveyed to or owned by any public or private utilities or other entities furnishing utility service to the Condominium. Without limiting the generality of the preceding, Common Elements include all of the land comprising the Real Estate, any pool, pool house, clubhouse facility or other common amenities that the Declarant reserves the right to construct hereunder, as well as the common interior streets, and all common utility systems.

4.02 Limited Common Elements. The Declarant does not presently anticipate that, other than as specified hereinafter, the Condominium will include any Limited Common Elements; but the Declarant reserves the right to create and designate improvements as Limited Common Elements in any manner permitted by the Act, including improvements that may be created within the Convertible Real Estate. The Limited Common Elements contemplated by the Declarant shall consist of entry walkways, driveways (or portions thereof) and areas around the Unit consisting of open space/yard as shall be indicated by Declarant on any amendment to the Declaration creating the Unit to which such Limited Common Elements appertain. The size, location and other aspects of such Limited Common Elements shall be determined solely by Declarant.

4.03 Parking Spaces. If and to the extent any parking spaces are provided for the common use and enjoyment of the Unit Owners and their guests:

(a) Regulations. The Executive Board shall have the right to regulate the use of all parking spaces by promulgating Regulations that (i) restrict the use of some or all parking spaces for specific purposes such as parking for disabled or handicapped persons or visitors, (ii) restrict or limit the use of parking spaces during specified periods of time or for maximum periods of time, or for specific purposes (e.g., deliveries), (iii) regulate the type and size of vehicles that may be parked in such parking spaces, and/or (iv) regulate and limit the number of vehicles that any resident

resident or Unit Owner may keep on the Real Estate at any one time.

(b) Declarant's Rights. During the Declarant Control Period, the Declarant shall have the right to designate parking spaces as exclusively for the use of the Declarant, its agents, personnel, contractors and subcontractors, in connection with the construction, sale, management and marketing of Units and other improvements within the Condominium.

(c) Limitations on Use. Each parking space shall be used solely for the parking of a single motor vehicle, and shall be subject to the restrictions set forth elsewhere in this Declaration on the use of parking spaces, subject to the rights reserved to the Declarant herein. Subject to the rights reserved to the Declarant above, the Executive Board has the authority to promulgate regulations limiting the width, height and length of motor vehicles that may be parked in any parking space. Subject to the rights reserved to the Declarant above, parking spaces may not be used for the temporary or permanent parking or storage of any camper, trailer, boat, boat trailer, all terrain vehicle or other equipment or personal property, other than passenger motor vehicles.

4.04 Use and Enjoyment of Common Elements. Subject to Regulations in effect from time to time, the Common Elements (except the Limited Common Elements) shall be for the exclusive use, enjoyment and benefit of the Unit Owners, their tenants and members of their households and guests; provided, however, that the Association may suspend the right of any Unit Owner to use Common Elements such as recreational or community facilities if such Unit Owner is delinquent in the payment of Assessments or in material violation of the Condominium Documents. The Limited Common Elements (if any) are for the exclusive use and enjoyment of the Unit Owners owning the Unit(s) to which such Limited Common Elements are allocated hereunder.

4.05 Alteration of Common Elements. No Unit Owner (other than the Declarant) may alter the appearance or character of any Common Elements, or perform any construction or work on any Common Elements. Until the Declarant has completed all Units and Common Elements, the Declarant reserves the right to modify the appearance and structural character of the Common Elements from time to time, without the permission of the Executive Board.

4.06 Declarant's Rights and Obligations With Respect to Common Elements.

(a) Declarant reserves the right to construct all improvements planned or contemplated for construction within the Condominium, including (if applicable), without limitation, the interior streets or drives, parking areas, sidewalks, curbing, street lighting, storm water management facilities, paths and all other improvements shown on the Plats and Plans, all improvements and Common Elements therein, and Units as depicted either generally or specifically on the Plats and Plans or herein. Except for improvements identified on the Plats and Plans as "Must be Built", and except for improvements required as a condition of subdivision and land development approval by the Township or other governmental authorities, the Declarant shall have no obligation to construct such improvements.

(b) The Declarant guarantees the completion of the Common Elements shown on the Plats and designated as "Must be Built". The obligation of the Declarant to complete improvements required to be constructed shall be binding on the Declarant and any successor in interest of the Declarant therein, whether or not such successor in interest succeeds to any Special Declarant Rights.

(c) No provision hereof shall require the Declarant to construct or provide to the Association (i) any facilities or improvements not shown on the Plats and Plans; (ii) any

improvements labeled "Need Not Be Built" on the Plats and Plans, or any improvements contemplated within the Convertible Real Estate, except for such improvements the Declarant agrees or becomes obligated to complete upon converting all or any part of the Convertible Real Estate under any Supplemental Declaration.

4.07 Maintenance, Repair and Replacement of Common Elements. Except as otherwise set forth herein, the Association shall be responsible for the maintenance, repair and replacement of the Common Elements and shall include in its budget (and, if necessary, amend the then-current budget and increase the then-current Common Expense Assessment) to pay the estimated costs of maintaining, repairing and insuring the same.

4.08 Conveyance and Encumbrance by the Association. Except as hereinafter expressly provided, the Association shall not convey, mortgage, pledge or encumber the Common Elements without the approval of (i) Members entitled to cast at least eighty percent (80%) of the votes that all Members are entitled to cast, (ii) the Declarant, during the Declarant Control Period, and (iii) the required approval of Eligible Mortgagees, to the extent required pursuant to Article XII hereof.

4.09 Demolition. If any Common Element is determined by the Executive Board to be obsolete or in such state of disrepair so that it is not economically feasible or desirable to repair or replace the same, the Executive Board may call a meeting for the purpose of determining whether such Common Element should be demolished, removed and/or replaced. The determination thereof shall be made by the vote of Unit Owners entitled to cast eighty percent (80%) of the votes that all Unit Owners are entitled to cast, and two-thirds (2/3) of the Eligible Mortgagees. The costs of such demolition and/or replacement shall be assessed as a General Common Expense.

4.10 Disposition of Common Elements Upon Termination. If the Condominium is terminated, all Common Elements necessary for the common use, enjoyment and benefit of the Units shall either be conveyed to and held by the Unit Owners as tenants in common in proportion to their Percentage Interests, or conveyed to a governmental or quasi-governmental entity charged with the responsibility of the maintenance and repair thereof for the benefit of the Units, or a private non-profit organization established for the purpose of maintaining and managing similar facilities, and in either such case, any such conveyance shall be subject to the approval of the Township and the required vote of Eligible Mortgagees as hereinafter provided.

4.11 Warranty Against Structural Defects. Declarant will warrant the Common Elements constructed by it against "structural defects" as defined in Section 3411(a) of the Act for a period of two (2) years from the later of the date of completion of such Common Element or the date the first Unit is conveyed to a bona fide purchaser. No action to enforce such warranty may be commenced later than six (6) years after the date the warranty begins.

To the maximum extent permitted by law, the Declarant shall not be liable for consequential or other damages as a result of any defect in the Common Elements, whether structural or otherwise, and the liability of the Declarant shall be limited to the repair or replacement of the defect. The Declarant shall have the right, in its reasonable discretion, to determine whether written notice of, and any defect shall be corrected by repair or replacement. The Declarant shall be provided with a reasonable number of opportunities to diagnose and repair any claimed defect.

THE STRUCTURAL WARRANTY PROVIDED UNDER THE ACT IS THE ONLY WARRANTY GIVEN WITH RESPECT TO THE COMMON ELEMENTS AND IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY

IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, OR ANY IMPLIED WARRANTY OF HABITABILITY.

ARTICLE V - ASSOCIATION; MEMBERSHIP; VOTING

5.01 The Association; Powers. The Association shall be an association of and among all Unit Owners and shall have all duties, rights, privileges, functions and responsibilities set forth in the Act and the Condominium Documents, including, without limitation all powers enumerated in Section 3302(a) of the Act, and the right and power to do all other things necessary or expedient in order to carry out all such powers, rights, privileges, duties and functions of the Association, and all powers incidental thereto.

5.02 Membership. Every Unit Owner is a Member of the Association. If two (2) or more Persons own a Unit, each of them is a Member of the Association, but regardless of the number of Unit Owners, each Unit shall be allocated only that number of votes as are specified herein. Membership in the Association is appurtenant to and cannot be severed from ownership of a Unit, and transfers automatically upon conveyance of title to a Unit, and by no other means. No Unit Owner may disclaim, decline, resign from or transfer membership in the Association (except by conveyance of his Unit).

5.03 Voting Rights of Unit Owners. There shall be one (1) vote in the Association allocated to each Unit now or hereafter created within the Condominium, regardless of differences in the Percentage Interest and Common Expense Liability appurtenant to the Units. The Executive Board shall have the right to suspend the voting rights of any Unit Owner who is not in good standing.

A Unit Owner is not in good standing if (i) the Unit Owner has not paid all Assessments or installments thereof levied against the Unit Owner or against his Units and such sums are overdue by more than thirty (30) days and are not paid in full at least five (5) days before the date of any meeting at which Members are entitled to vote, or (ii) the Unit Owner is otherwise in violation of this Declaration or the Regulations and has not cured such violation to the reasonable satisfaction of the Executive Board at least five (5) days prior to the date set for any meeting of Members. If Declarant exercises its special declarant right pursuant to Section 10.01(h) hereof to create sub-associations within the Convertible Real Estate, then the Board of this Association, serving as the master association, shall be elected by the vote of all Unit Owners of all condominiums and other properties subject to this Association, serving in its capacity as master association, as provided under Section 3222(e)(1) of the Act.

5.04 Election of Board.

(a) Subject to the other provisions of this Declaration and the By-laws, the Board shall have the full power and authority to act on behalf of the Association, and except as otherwise expressly required by the Condominium Documents or the Act, actions and decisions of the Board need not be submitted to or approved by the Members.

(b) Subject to Section 5.04(c) below, during the Declarant Control Period all Directors shall be appointed, and may be removed and replaced from time to time, by the Declarant, with or without an actual meeting, without the necessity of obtaining resignations from Directors replaced or removed, and without prior notice to or approval of the other Unit Owners.

(c) Directors shall be elected by the Unit Owners as follows:

(i) Within sixty (60) days after the conveyance of twenty-five percent (25%) of the Units to Unit Owners other than a Declarant, a meeting shall be held at which one of the Directors appointed by the Declarant shall resign and be replaced with a Director elected by Unit Owners other than the Declarant; and

(ii) On or before the end of the Declarant Control Period, a meeting of Members shall be held at which all Directors shall be elected by the Unit Owners (including the Declarant) and the Declarant-appointed Directors shall resign. Beginning with that meeting, Directors shall serve for staggered terms, as provided in the Bylaws.

Notwithstanding the preceding, while the Declarant owns any Units, the Declarant shall have the absolute right to appoint a representative of the Declarant as a non-voting *ex officio* member of the Executive Board and each committee thereof with the same right to receive notice of, and to attend and participate in all meetings of the Executive Board and each such committee as any Director or voting member of such committee could do, and to receive all memoranda, correspondence, bulletins and other communications intended for Directors or members of such committee, but without any right to vote on matters coming before the Executive Board or such committee.

(d) The Declarant reserves the right, in its sole and absolute discretion, to surrender voluntarily the right to appoint and remove Directors before the Declarant Control Period ends. The Declarant may, as a condition thereof, require that specified actions of the Association or the Board be approved by the Declarant before they become effective. Such actions shall be specified in an instrument executed and recorded by the Declarant. The Declarant may conditionally surrender the right to appoint and remove Directors, reserving the right to exercise such rights at a later time upon giving thirty (30) days prior written notice to the Association.

5.05 Number and Qualification of Directors.

(a) The Board shall consist of such number of Directors, not less than three (3) Directors, as shall be established in the Bylaws. Terms of office of Directors may be staggered if and as provided in the Bylaws.

(b) In addition to such other qualifications as may be set forth from time to time in the By-Laws, Directors shall be natural persons of full legal age and (except for Directors appointed by the Declarant) shall be Unit Owners, spouses of Unit Owners or, a duly authorized representative of an entity or trust that is a Unit Owner, in good standing.

5.06 Election of Officers. Officers of the Association shall consist of such officers and subordinate officers as may be specified in or provided for in the By-laws, and shall be elected by the Board in the manner specified in the By-Laws. During the Declarant Control Period, subject to any contrary provisions of the Act, the Declarant may appoint and remove all officers of the Association.

5.07 Voting by Ballot or Proxy. To the fullest extent permitted by the Act, the Unit Owners may vote on any matter on which Unit Owners are entitled to vote (including, but not limited to, electing Directors and approving amendments to the Condominium Documents) by proxy or by mail-in ballot, in the manner specified in or provided for in the By-laws.

5.08 Standard of Conduct.

(a) In the performance of their duties, the officers and Directors of the Executive Board shall stand in a fiduciary relation to the Association and shall perform their duties, including duties as members of any committee of the Board upon which they may serve, in good faith, in a manner they reasonably believe to be in the best interests of the Association and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances.

(b) In discharging the duties of their respective positions, Directors and officers shall be entitled to rely in good faith on information, opinions, reports or statements (including financial statements and other financial data) in each case prepared or presented by any of the following:

(i) One or more other officers or employees of the Association whom the officer or Director reasonably believes to be reliable and competent in the matters presented;

(ii) Counsel, public accountants or other persons as to matters which the officer or Director reasonably believes to be within the professional or expert competence of such person; and

(iii) A committee of the Executive Board upon which he does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the officer or Director reasonably believes to merit confidence.

An officer or Director shall not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause his reliance on any of the preceding to be unwarranted.

(c) Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as a Director or officer or any failure to take any action shall be presumed to be in the best interest of the Association.

5.09 Limited Liability. No Director or officer, in his capacity as such, shall be personally liable for monetary damages for any action taken, or any failure to take any action, unless he has breached or failed to perform the duties of his office under the standards described above; provided, however, that the provisions of this Section 5.09 shall not apply to the responsibility or liability of a Director or officer pursuant to any criminal statute, or to the liability of a Director or officer for the payment of taxes pursuant to local, state or federal law.

5.10 Indemnification. To the extent permitted under Pennsylvania law, each present and former Director or officer, in his capacity as a Director, 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 Director and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he is a Director, officer or both at the time such expenses are incurred, except in such cases where such Director and/or officer is adjudged to have engaged in willful misconduct, recklessness, breach of fiduciary duty or self-dealing; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected Director abstaining if he is then a Director) 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 Director and/or officer had no

such Director and/or officer had no reasonable cause to believe his conduct was unlawful. The indemnification by the Unit Owners set forth in this Section 5.10 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 Director and/or officer may be entitled under the By-laws as a matter of law or agreement or by vote of the Unit Owners or otherwise. Subject to the approval of the Executive Board, the Association may advance expenses incurred by a present or former officer or Director in connection with any suit or proceeding with respect to which he may be entitled to indemnity hereunder, subject to such conditions and limits as Executive Board may prescribe including, but not limited to, the execution of an agreement by which he agrees to reimburse the Association for such expenses advanced if it is ultimately determined that he is not entitled to indemnity hereunder, which may be secured or unsecured in the discretion of the Executive Board.

5.11 Condominium Documents and Records. The Association shall keep on file current copies of this Declaration, the Bylaws, and the Regulations, as well as its own books, records, and financial statements, all of which shall be available for inspection by Unit Owners and Eligible Mortgagees during normal business hours, upon reasonable advance notice. Any Unit Owner or Eligible Mortgagee may obtain copies thereof, subject to payment of the reasonable costs of duplicating the same.

ARTICLE VI - COVENANT FOR ASSESSMENTS; LIENS; COLLECTION

6.01 Assessments; Allocation of Common Expense Liability.

(a) The Common Expense Liability allocated to each Unit shall be generally be the percentage equivalent of a fraction, the numerator of which is one (1) and the denominator of which is the number of Units in the Condominium at the applicable time of determination. If two or more Units are combined into a single Unit, a Unit is subdivided, or Unit boundaries are relocated, the Declarant or the Executive Board, as applicable, shall execute and record an amendment to this Declaration and Exhibit "D" setting forth the reallocation of Common Expense Liability and Percentage Interests with respect to the affected Units (as well as making any necessary re-allocation of Limited Common Elements, including Assigned Parking Spaces and Storage Spaces, with respect to such Units. In the case of a combination of Units, the Common Expense Liability associated with the resulting Unit shall be the sum of the Common Expense Liability appurtenant to the Units so combined, and in the case of a subdivision of Units, the aggregate Common Expense Liability and Percentage Interest allocated to the resulting Units shall not be less than the Common Expense Liability and Percentage Interest of the Unit being subdivided.

(b) Each Unit Owner is obligated to pay all Assessments levied against his Unit including, to the extent provided herein, Assessments with respect to Limited Common Elements allocated to his Unit. Assessments against a Unit are the joint and several personal obligations of the Unit Owners thereof at the time the Assessment (or any installment thereof) falls due.

(c) The obligation to pay Assessments is not subject to deduction or set-off and may not otherwise be diminished, discharged, suspended or abated because of: (i) any claim which such Unit Owner(s) may have against the Association or the Declarant; (ii) the failure or purported failure of the Association to provide services required hereunder; (iii) the fact that the Unit

has been demolished, destroyed or removed, in whole or in part, or is unoccupied or uninhabitable for any reason; or (iv) the failure or refusal of any other Unit Owners(s) to pay Assessments.

(d) The Unit Owners of a leased Unit remain personally liable for Assessments against the Unit. If a lease imposes the obligation to pay such Assessments or any part thereof on the tenant, the Association shall be a third party beneficiary of such covenant and shall have the right (but not the obligation) to enforce such obligation directly against the tenant, or against the tenant and the Unit Owner, jointly and severally.

6.02 Damages. Each Unit Owner shall reimburse and indemnify the Association upon demand for any losses, expenses, costs or damages incurred by the Association as a result of any damage to Common Elements caused by the act, omission or negligence of such Unit Owner or his tenants, agents, guests, family members, licensees, contractors or subcontractors, including without limitation damages to the corridors, common element floor coverings and walls, elevators and other Common Elements in connection with the moving of furniture and other belongings into and out of the Building. Such damages may be assessed and collected as a Special Assessment against such Unit Owner.

6.03 Time for Payment. The due date for payment of Assessments or installments thereof by each Unit Owner shall be determined by the Board, but shall not be more frequent than monthly. Unless otherwise determined by the Board, the Assessment for each fiscal year shall be due and payable in monthly installments, in advance, on the first day of each calendar month.

6.04 Non-Payment; Late Charges; Interest; Lien.

(a) Any Assessment (or installment thereof) that is not paid within ten (10) days after it is due shall be considered delinquent and shall be subject to a late charge as determined by the Executive Board from time to time. Interest on any Assessment (or installment thereof) not paid within thirty (30) days after it is due shall accrue from the due date at the rate of fifteen (15%) percent per annum (or such other rate, not to exceed the highest rate permitted by law, as the Board may from time to time determine). Interest at said rate shall continue to accrue until the delinquent amount is paid in full, both before and after any judgment is entered in favor of the Association, notwithstanding any otherwise applicable "legal rate of interest".

(b) Any costs of collection, including reasonable attorney's fees (whether incurred before trial, at trial or on appeal), incurred by the Association in collecting or attempting to collect delinquent Assessments may be assessed and collected in the same manner as any other Assessments hereunder against the delinquent Unit Owner and shall be secured by the Association's lien therefore.

(c) If any Assessment or installment or part thereof remains unpaid for more than forty-five (45) days after it is due, the Board may accelerate all future installments of such Assessments with respect to the delinquent Unit Owner (if Assessments are payable in installments). Notice of acceleration shall be given to the delinquent Unit Owner and shall be effective unless the delinquent Unit Owner pays the Association, within ten (10) days after the date of such notice, all delinquent Assessments or installments thereof, all interest thereon, and all accrued late charges and collection costs.

(d) **There shall be a lien in favor of the Association against each Unit for the full amount of all Assessments levied against such Unit from time to time, together with all late charges, interest and collection costs (including attorney's fees as provided**

herein) incurred or charged by the Association with respect to delinquent Assessments hereunder. Such lien shall have the priority and may be enforced in the manner provided for in the Act. The Association's lien on a Unit shall be subordinate to the lien of an Eligible Mortgage encumbering that Unit which was recorded before the Assessment (or delinquent installment thereof) was due. The recording of this Declaration constitutes notice and perfection of the Association's lien. The Association shall have the right to collect from a Unit Owner, and the Association's lien shall also secure, all amounts paid or expended by the Association in order to protect or preserve the Unit or the priority of the Association's claim or lien including, without limitation, amounts paid or incurred to discharge real estate taxes or other liens senior in priority to the Association's lien, and interest on said sums at the rate specified herein.

6.05 Other Remedies. Assessments and other amounts payable by any Unit Owner may also be recovered by a lawsuit brought by the Association against the Unit Owner and any other person personally obligated to pay the same. The Association shall have all other rights and remedies available at law or in equity.

6.06 Resale Certificates. Within ten (10) days after a written request by a Unit Owner, the Association shall furnish to the Unit Owner a certificate containing the information and copies of documents necessary to enable the Unit Owner to comply with Section 3407 of the Act. A purchaser of a Unit shall not be liable for any unpaid Assessment or fee greater than the amount set forth in the certificate prepared by the Association, except for Assessments and charges accruing or coming due after the date the Association prepared such information.

6.07 Initial Contributions by First Time Buyers and Resales.

(a) Each Unit Owner purchasing a Unit from the Declarant shall pay to the Association, at the time of conveyance, a one time initial contribution which is in addition to, and not in lieu of, the regular Assessments payable with respect to the year in which such conveyance takes place. Such payments shall be nonrefundable and will not be returned by the Association if the Unit Owner subsequently sells or conveys his Unit.

(b) Any person purchasing a Unit from a Unit Owner other than a Declarant shall pay to the Association at the time of such purchase a one-time contribution in the amount of in the amount of Five Hundred Dollars (\$500. 00), which contribution shall be in addition to the then current Common Expense Assessment allocable to such Unit. The Executive Board shall have the authority to amend, modify or increase such contribution due on such re-sales from time to time, by resolution of the Executive Board.

(c) The contributions collected pursuant to this Section 6.07 may be used and allocated by the Executive Board to set up and/or fund operating, repair/replacement or capital improvement reserves, or to defray current Common Expenses, in such manner as the Executive Board shall determine, subject to any limitations imposed by the Act.

6.08 Discretion of Board of Directors. In connection with the collection of delinquent Assessments, the Board shall have the power, in its discretion, to waive or compromise the obligation of an Unit Owner to pay interest, late charges and/or costs of collection, and to compromise or settle the obligation of one or more Unit Owners to pay delinquent Assessments or other sums payable by them hereunder, if the Board reasonably determines that it is in the best interests of the Association

interests of the Association to do so based upon such factors as the Board deems relevant, including, without limitation, the likelihood of collecting the full amount due and the expense and delay associated therewith.

6.09 Basis and Computation of General Common Expense Assessments.

(a) Approximately forty-five (45) days before the beginning of each fiscal year of the Association, the Board shall adopt a budget for such fiscal year setting forth estimated Common Expenses, segregating (but only to the extent required by this Declaration or by law), General Common Expenses and Limited Common Expenses. The total regular Common Expense Assessments to be levied on all Units for that fiscal year shall be computed based on the total estimated Common Expenses set forth in such budget, after deducting therefrom (i) any surplus from a prior year or years not allocated to or set aside as reserves by the Board, and (ii) an estimate of any other income the Association expects to receive that will be available to pay Common Expenses. The regular Assessment for General Common Expenses against each Unit shall then be determined by multiplying the aggregate amount to be assessed against all Units by the Common Expense Liability or Percentage Interest allocated to such Unit. In determining Assessments for any year, the Board shall have the right to include in the Budget for such year a reasonable allowance for delinquent or uncollectible Assessments, as well as such allocations to reserves as the Board deems appropriate.

(b) Except as provided in Subsection 6.09(c) below, and notwithstanding that certain Common Elements are allocated or may be allocated as Limited Common Elements in this Declaration, the Plats and Plans, by the Act, or by assignment from the Declarant, and notwithstanding the provisions of Section 3314(c) of the Act, the expenses incurred and to be incurred by the Association in connection with the maintenance, repair and replacement of Limited Common Elements shall be assessed as General Common Expenses (and need not be segregated in the budget of the Association).

(c) The budget of the Association may be modified from time to time by the Board to reflect any material change in the Common Expenses incurred or expected to be incurred by the Association for such fiscal year, and the Board shall have the power to increase or decrease the Assessments for Common Expenses accordingly. Such increase or decrease will be effective not earlier than thirty (30) days after the date of the notice thereof been given to the Unit Owners.

(d) Within thirty (30) days after adoption of the budget for a fiscal year, the Board shall cause notice of the new Common Expense Assessment and a copy of the budget to be mailed to each Unit Owner. Such budget shall become effective as of the first day of the fiscal year to which such budget relates, without the necessity of obtaining the approval of the Members. The failure of the Board to adopt a Budget or to adopt a new Common Expense Assessment shall not excuse the Unit Owners from paying Assessments or installments thereof based upon the Budget and Assessment in effect for the preceding year. Once an Assessment has been made by the Board, it shall automatically continue in force for the fiscal year for which it was initially adopted, and during each subsequent fiscal year, until the amount of Assessments is changed by the Board.

(e) Any budget of the Association or capital expenditure approved by the Board may be rejected only with the affirmative vote of sixty-six percent (66%) or more of the votes that all Unit Owners are entitled to cast. Such rejection shall take place within thirty (30) days after notice of approval of the budget or capital expenditures has been mailed to the Unit Owners. Upon rejection of any budget, the most recently approved budget and associated Common Expense

Assessments shall continue in full force until the adoption of a new budget which is not rejected by the Unit Owners. After rejection of a budget, the Board may adopt, approve and give notice of an amended budget to the Unit Owners.

(f) Any surpluses resulting from Assessments in excess of the actual expenses incurred may be set aside by the Executive Board as reserves including, but not limited to, operating, reserves, repair or replacement reserves, and reserves for future capital expenses or improvements. Nothing herein shall prohibit the Board from appropriating any surplus attributable to Assessments for General Common Expenses to the making of any capital improvement, addition, repair or replacement of any of the Common Elements.

(h) Charges for public water service shall be separately billed by the Association to Units receiving such service equally or on such other basis as the Board may determine as a Limited Common Expense. To the extent that the Declarant is the permittee on any water connection that serves the Condominium, the Association shall pay such sums as are billed by the Declarant and the Declarant shall pay the charges to the water service provider.

6.10 Special Assessments. The Board shall have the power to levy Special Assessments for such purpose or purposes as the Board from time to time deem necessary or appropriate, including, but not limited to, paying the costs of unanticipated maintenance, repairs or replacements of the Common Elements. Special Assessments benefiting all Unit Owners shall be levied on all Units (and Limited Common Elements described in Section 6.09(c) hereof) in proportion to their respective Common Expense Liabilities, and shall be due and payable in a lump sum or in such installments as the Board shall determine.

6.11 Commencement of Assessments. The first Common Expense Assessment shall be made as and when determined by the Executive Board. Each Unit in existence as of the date on which the first Common Expense Assessment is made shall be subject to Assessments automatically and shall be subject to Assessments at all times thereafter until the Condominium is terminated as provided in the Act. At the time of conveyance of a Unit by the Declarant, the purchaser thereof shall reimburse the Declarant for the prorated amount of the then-current Assessment applicable to that Unit, representing the amount of such Assessments attributable to periods following such conveyance. The Executive Board may levy Limited Common Expense Assessments of the type described in Subsection 6.09(c) and (h) prior to the commencement of Assessments for General Common Expenses under the first sentence of this Section.

6.12 Reserves for Replacement. The Association shall establish and maintain a reasonable reserve fund for the repair and replacement of improvements comprising the Common Elements it is obligated to repair or replace, in such amount as the Executive Board deems prudent; provided that no allocation to repair or replacement reserves need be made until the second full fiscal year of the Association following the conveyance of the first Unit to a Unit Owner other than a Declarant.

ARTICLE VII - INSURANCE; CONDEMNATION; TERMINATION

7.01 Property Casualty Insurance. Beginning no later than the first conveyance of a Unit to a Unit Owner other than a Declarant, the Association shall maintain, to the extent reasonably available, all of the following:

(a) "all risk" property and casualty insurance insuring the Common Elements covering the interests of the Association, the Board and the Unit Owners, as their interest

may appear. The total amount of insurance shall be not less than one hundred percent (100%) of the replacement cost of the insured property (exclusive of land, excavations, foundations and other items normally excluded from such casualty policies), subject to such reasonable deductibles as the Board may determine. Such insurance need not be carried for site improvements such as storm water management facilities, roads or similar improvements for which casualty insurance is not generally available ordinarily carried by similar associations.

(b) Comprehensive general public liability insurance in an amount determined by the Board, but not less than \$1,000,000.00 for bodily injury or death arising from a single occurrence, insurance for liability for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements.

(c) Workers' compensation insurance covering employees and agents of the Association as required by law.

(d) Notwithstanding any provision hereof or of the Act to the contrary, the expense of all insurance carried by the Association, including insurance on the Units, shall be assessed as part of the Assessment for Common Expenses in accordance with the Unit's respective Common Expense Liability, and not in accordance with or in proportion to risk.

(e) Each Unit Owner is solely and exclusively responsible to obtain and carry fire, casualty and liability insurance on and with respect to his or her Unit, including the Home and Permitted Additions and other improvements that are constructed upon or are a part of the Unit, and all contents thereof.

7.02 Other Insurance. The Association may carry any other insurance including, but not limited to, directors and officers liability insurance, fidelity bonds, and the like, as the Board may determine from time to time.

7.03 Policy Terms; Waiver of Claims.

(a) Property, casualty and liability insurance carried by the Association pursuant to Section 7.01 hereof shall contain any policy terms required by the Act. Each Unit Owner shall be an insured person under the Association's liability insurance with respect to liability arising out of his ownership of an undivided interest in the Common Elements or membership in the Association. Each policy shall provide that (i) the insurer waives its right of subrogation under the policy against any Unit Owner or member of the Unit Owner's household, (ii) no act or omission by a Unit Owner (unless acting within the scope of his authority on behalf of the Association) will void the policy or be a condition of recovery under the policy, and (iii) if at the time of a loss under a policy maintained by the Association there is other insurance in the name of Unit Owner covering the same property covered by the Association's policy, the Association's policy shall be primary insurance not contributing with the other insurance.

(b) Each Unit Owner, for himself and members of his or her household, hereby waives any claims the Unit Owner may have against the Association or against any other Unit Owner arising out of any damage to or destruction of his Unit, and any claims for personal injury or property damage, to the extent such damages are covered by insurance maintained by the Association hereunder.

7.04 Insurance Obligations of Unit Owners. Each Unit Owner shall be individually and solely responsible for maintaining and shall maintain (a) liability insurance with respect to his

Unit, and (b) casualty insurance insuring his Unit, Home and Permitted Additions thereto, improvements and betterments thereon and therein, and insuring the contents thereof and any personal property therein. The Association shall have no insurance responsibility with respect to any Unit, Home and Permitted Additions or the contents thereof.

7.05 Insurance Deductibles. In the event of the damage or destruction of a Unit, the amount of any deductible or co-insurance payment that applies under any insurance on such Unit carried by the Association shall be the responsibility of the Unit Owner.

7.06 Adjustment of Losses. Any losses covered by any casualty insurance policy maintained by the Association shall be adjusted solely by and with the approval of the Association and proceeds thereof shall be payable to the Association and not to any mortgagee or Unit Owner. The Board shall have full and exclusive power and authority to negotiate, adjust and compromise all claims for insurance coverage, and to execute and deliver releases therefore upon payment of the agreed settlement for such claims. The Association shall hold such proceeds in trust for the benefit of the Association, the Unit Owners and lien holders, as their interests may appear. Subject to Section 7.07 below, such proceeds shall be disbursed first for the repair or restoration of the damaged Common Elements and Units, and no Unit Owners or lien holders shall be entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Common Elements and Units have been completely repaired or restored, or the Condominium is terminated.

7.07 Use of Proceeds.

(a) Any part of the Common Elements for which the Association maintains property insurance which is damaged or destroyed shall be repaired or replaced promptly by the Association unless (i) the Condominium is terminated in the manner provided under the Act, (ii) repair or replacement would be illegal under any state or local health or safety statute, law, regulation or ordinance, or (iii) eighty percent (80%) of the Unit Owners (including every Unit Owner to whose Unit any Limited Common Element which will not be rebuilt is allocated) vote not to rebuild. The cost of the repair or replacement in excess of available insurance proceeds and reserves shall be a General Common Expense or, with respect to Limited Common Elements repaired or replaced, a Limited Common Expense.

(b) If the entire Condominium is not repaired or replaced, the insurance proceeds shall be distributed and disbursed pursuant to the requirements of the Act.

7.08 Other Insurance. The Association shall maintain any insurance coverages that may be required under applicable law or under applicable guidelines and regulations promulgated by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, and/or their successors or assigns. The Board may increase insurance coverages and obtain additional insurance coverages not specifically stated herein as the Board determines from time to time, in its discretion, the premiums for which shall be Common Expenses. Policies of insurance shall be deposited with and shall be maintained by the Board.

7.09 Condemnation. If all or any part of the Common Elements or Units are taken through condemnation or eminent domain proceedings, the proceeds of such condemnation shall be paid and applied as provided in Section 3107 of the Act. Any award attributable to a taking of all or a part of the Common Elements, including Limited Common Elements, shall be paid to the Association, as trustee for the benefit of the Unit Owners and their respective mortgagees, for distribution pursuant to Section 3107 of the Act.

7.10 Termination. Except for a termination resulting from the taking of all the Units by eminent domain, the Condominium may be terminated only by the agreement of Unit Owners of Units to which at least eighty percent (80%) of all votes in the Association are allocated, and the consent of Eligible Mortgagees as hereinafter provided. If the Condominium is terminated by the Unit Owners, and if the real estate comprising the Condominium is sold, the proceeds shall be distributed as provided in Section 3220 of the Act.

ARTICLE VIII - USE AND OCCUPANCY RESTRICTIONS

8.01 Residential Use. Except with respect to any non-residential unit that may be created within the Convertible Real Estate after the initial filing of this Declaration, and designated as such in a Supplemental Declaration, the Units shall be used exclusively for residential purposes, except that home occupations are permitted provided that the particular occupation and the manner in which it is conducted (i) is permitted by applicable local ordinances, (ii) is incidental to the primary residential use of the Unit, and (iii) does not and will not entail visitation by customers or clients, involve a material number of commercial deliveries, or involve the presence of non-resident staff, employees or agents. The Board may adopt Regulations further regulating and limiting home occupation use.

8.02 Appearance; Nuisances; Maintenance. Each Unit Owner shall keep his Unit in a clean, neat, sanitary and safe condition. Each Unit Owner shall refrain from any activity, including unreasonable noise or other disturbance that unreasonably interferes with the quiet and peaceful enjoyment of other Units and other Unit Owners or residents. The Board shall have the power to adopt and amend reasonable Regulations relating to the use and occupancy of the Units for purposes of promoting the residential character of the Condominium and prohibiting activities that impair or interfere with the quiet and peaceful enjoyment of the residents and/or threaten the health, safety and welfare of the residents.

8.03 Leasing.

(a) A Unit Owner may lease his Unit (but no less than his entire Unit) at any time and from time to time provided that the following conditions are satisfied (which shall not be applicable to leases entered into by the Declarant with respect to Units owned by the Declarant): (i) such lease is in writing and is for an initial term of at least one (1) year (provided that a shorter term is permitted in a lease with a person who has entered into a written agreement to purchase the Unit), (ii) a true copy thereof (and any subsequent amendments or modifications thereto) is delivered to the Association within ten (10) days after it is signed by all parties thereto, and (iii) the lease shall expressly obligate the lessee(s) to comply with this Declaration and the Regulations (which shall be binding on the lessee whether or not the lease so states).

(a) Whether or not so stated in any lease, all tenants and occupants of a Unit shall be bound by this Declaration and the Regulations, and the Association shall be entitled to enforce the provisions hereof and thereof against such persons directly, provided further that the Unit Owner leasing such Unit shall at all times be responsible to ensure that the tenants and occupants of his Unit comply with this Declaration and the Regulations. The Association shall be entitled to demand payment directly from the lessee of any Assessments, fines or other sums payable by the Unit Owner which are delinquent and the lessee shall pay such sums to the Association (not in excess of amounts due to the Unit Owner) and shall have the right to deduct sums so paid to the Association from amounts due the Unit Owner under the lease. The Association shall have the right to require that the Unit Owner take all necessary steps to terminate such lease and evict such

such lease and evict such tenant(s) within thirty (30) days after written notice from the Association as a result of violations by the lessee (or his family, guests or invitees) of this Declaration or the Regulations which continue or recur after written notice thereof is given by the Association to the Unit Owner or the lessee.

8.04 Signs. Except as permitted by this Declaration or by Regulations, no Unit Owner may permit any signs or plaques to be placed on the exterior of his Unit or visible from the outside of his Unit without approval of the Executive Board.

8.05 Displays; Outside Units. Except as otherwise permitted by Regulations, nothing shall be hung or displayed on or from the outside of the Homes and Permitted Additions, or on or from the balconies, patios or decks, or out of or from the exterior windows or placed on the outside walls or outside surfaces of doors of the Homes or Permitted Additions or any part of the Units. No awnings, canopies or shutters (except for those installed by Declarant or the Association) shall be affixed or placed upon the exterior walls or roofs of the Homes or Permitted Additions or any part of the Units, nor relocated, replaced or extended, without the prior approval of the Executive Board. Notwithstanding the preceding, subject to Regulations that may be promulgated by the Executive Board from time to time, residents may place reasonable holiday or seasonal decorations outdoors during the applicable holiday season.

8.06 Animals and Pets. No animals, livestock, fowl, or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Elements, except as hereinafter provided. Subject to Regulations, if any, adopted by the Executive Board from time to time, up to two (2) household pets such as domestic dogs and cats may be kept in a Unit at any time. The limitation on household pets in the preceding sentence shall not apply to customary and reasonable household pets such as fish, reptiles, hamsters or guinea pigs that are kept in and contained by cages or aquaria provided that such pets otherwise do not create a nuisance or disturb other residents. Regulations adopted by the Executive Board may prospectively exclude any kind of pet by type or category, including any not presently excluded hereby. Any pet causing or creating a nuisance or unreasonable disturbance or that the Executive Board determines may be a threat to the health, safety or welfare of other residents, shall be permanently removed from the Condominium upon three (3) days written notice from the Executive Board. No pets shall be permitted on or about the Common Elements unless restrained by the use of a leash, pet carrier or other suitable restraint. The Executive Board may promulgate Regulations that govern where pets may be walked or exercised on the Real Estate, which elevators, entrances and exits may be used when walking or transporting pets, and make any other reasonable Regulations relating to the keeping and exercise of pets. Any resident having a cat or dog shall, if required by the Executive Board by Regulations or otherwise, register such pet in writing and provide such information as the Executive Board may require including, but not limited to, the name, breed and color of such pet. Any pets that are required by law to be licensed and/or vaccinated or inoculated against rabies or other diseases for which pets are customarily vaccinated shall be properly licensed and vaccinated and evidence thereof shall be provided to the Executive Board at any time upon request. Pets are not permitted in any pool area, clubhouse or other common recreational or common social amenities.

8.07 Personal Property on Common Elements. No benches, chairs, or other personal property shall be placed or left on any part of the Common Elements by any Unit Owner.

8.08 Regulations. Reasonable Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Condominium, may be promulgated from time to time by the Executive Board, subject to the right of the Association to change such Regulations. After the Declarant Control Period, no Regulation shall be adopted by the Executive Board except by

Board except by resolution of the Executive Board made at a meeting open to all Unit Owners following written notice to all Unit Owners, which notice shall have set forth the substance of the Regulation(s) proposed for adoption. Copies of the then current Regulations shall be furnished to all Unit Owners by the Executive Board promptly after adoption of such Regulations or any amendments thereto.

8.09 Vehicles.

(a) No unlicensed, unregistered or inoperable motor vehicle may be kept on or about the Real Estate without the prior consent of the Executive Board.

(b) No recreational vehicles, campers, trailers, boats or boat trailers shall be kept, stored or parked on or about any of the Units or Common Elements, except as provided in Regulations or except as may be provided in any Supplemental Declaration with respect to Units created within the Convertible Real Estate.

(c) Each resident of the Condominium shall, if required by the Executive Board (by Regulation or otherwise) register any vehicle kept, parked or stored on the Condominium with the Executive Board, in writing, setting forth such information as the Executive Board may reasonably require including, but not limited to, the year, make, model, plate number, vehicle identification number and registered owner of such vehicle.

(d) All motor vehicles shall be insured as required by law.

(e) The Executive Board may by Regulation regulate on-street parking and restrict it to certain hours of the day.

8.10 Improvements on Common Elements. No Unit Owner shall construct or cause to be constructed any improvements on or to any of the Common Elements, or alter or cause to be altered any Common Element, without the prior approval of the Executive Board, which approval may be granted or withheld by the Executive Board in its discretion, or approved subject to such conditions as the Executive Board may impose.

8.11 Outdoor Storage. Outdoor storage of appliances, lumber, wood or building materials or other materials or objects shall not be permitted except during the construction of a Unit or other permitted improvement.

8.12 Storage of Debris, Etc. No storage, depositing, dumping, burial, burning or abandonment of any solid waste, debris, trash or refuse of any nature shall be permitted, except for trash or refuse placed outdoors (not more than twenty-four (24) hours in advance) for trash collection purposes, in which case such trash or refuse shall be kept in enclosed containers or approved recycling bins or containers. Trash receptacles shall be removed and placed indoors promptly after the contents thereof have been collected.

8.13 Out Buildings. No outbuildings or storage sheds may be constructed on any Unit unless approved by the Board.

8.14 Fencing. No fencing shall be permitted.

8.15 Changes to Improvements. Except as otherwise provided herein, no new Home and Permitted Additions or other improvement and no exterior change, addition or alteration to an existing Home and Permitted Additions or other improvement (each, an "Alteration") shall be

constructed on a Unit unless the plans, specifications and elevations therefore have been approved pursuant to the procedures set forth in this Article VII. If any Unit is partially or entirely destroyed by fire, storm or other casualty and is partially or completely reconstructed following such damage or destruction, it shall be constructed or reconstructed utilizing the same exterior materials and colors as were used in the original construction, unless otherwise approved. Any new Unit to be constructed to replace a Unit that has been damaged, destroyed or razed shall be substantially the same architectural style, size and design as the Unit it is replacing unless otherwise approved by the Board. Garages shall not be converted to living space.

8.16 Appearance; Nuisances; Maintenance. The Units shall be maintained in a neat and attractive condition. No offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon tending to interfere with the quiet enjoyment of other Units. Each Unit Owner shall be responsible for maintaining the lawn, shrubbery, landscaping and trees on his Unit in a neat condition and shall also conduct all necessary maintenance, repairs and replacements to the exterior of his Unit.

8.17 Mail Boxes. Mailboxes shall comply with such Regulations as may from time to time be promulgated by the Board and regulations of the United States Postal Service.

8.18 Outside Ornaments and Decorations. No Unit Owner shall place or maintain on or about his or her Unit or affix to the exterior of any improvement any lawn ornaments or other decorations (including, but not limited to, likenesses of animals or birds, "lawn balls", bird baths, statues or fountains) unless such proposed ornament or decoration is approved pursuant to this Article VII. The preceding shall not be deemed to prohibit (i) temporary placement and use of reasonable seasonal and holiday decorations, ornaments and lighting, subject to such limitations as the Board may prescribe by Regulations, or (ii) reasonable and customary landscaping treatments subject to such limitations or guidelines as the Board may provide by Regulations or otherwise approve.

8.19 Recreational Equipment. No outdoor recreational equipment, including without limitation, swing sets, toys and sandboxes are permitted on the Units unless approved by the Executive Board. Temporary placement of moveable recreational equipment or toys while in use is permitted.

8.20 Outdoor Lighting. No floodlights, halogen or mercury vapor lights are permitted on the exterior of any Unit without the express written consent of the Board. Floodlights may not be directed upon or otherwise impact neighboring Units.

8.21 Architectural Approval: Procedures; Regulations and Policies.

(a) When any provision of this Declaration requires approval of any alteration or improvement, the Owner shall submit to the Approval Party (hereinafter defined) plans, specifications, elevations, material and color descriptions and a narrative description of the proposed alteration (as appropriate under the circumstances), all in sufficient detail to depict and describe the style, size, height and proposed location of the proposed Improvement or alteration, and the exterior materials and colors to be used in connection therewith (including roofing materials). All plans and other materials submitted in connection with any request for approval may be retained by the Approval Party whether or not the proposed alteration or improvement is approved.

(b) The Declarant shall have the exclusive right of approval of any alterations or improvements for which approval is required pursuant to this Declaration or pursuant to any Regulations until the last Unit owned by the Declarant has been sold. Thereafter (or at such earlier time as the Declarant may relinquish in writing its rights as the Approval Party hereunder), the Board shall have the exclusive authority to exercise the rights and power of approval under this Article VII, provided that the Board shall have the power to delegate all or any part of its review and approval responsibilities under this Article VII to a committee, in the manner specified or provided for in the By-laws. For purposes hereof, the term "Approval Party" shall mean the Declarant, the Board, or an architectural review committee established by the Board, as applicable, which is then exercising the review and approval functions provided for in this Article VIII.

(c) The Approval Party shall have the discretion to disapprove any proposed alterations which it determines are undesirable based upon the nature, size, style and colors of other improvements located (or planned for construction) within the Property, the proximity of the proposed alteration to neighboring Units and the general architectural and aesthetic compatibility of the proposed alteration with other similar improvements constructed or planned for construction on other Units. The Approval Party may also consider the visual impact that such proposed alterations may have on the Owners or occupants of neighboring or nearby Units within the Property.

(d) The Owner or occupant of any Unit proposing any alteration shall endeavor to maximize the aesthetic appeal thereof and minimize the negative visual impact thereof from Unit on adjacent or nearby Unit within the Property.

(e) The Approval Party shall render its decision in writing within thirty (30) days after receipt of the applicant's request for approval accompanied by all plans, specifications and other materials required to be submitted hereunder. If additional information regarding the proposal is requested by the Approval Party, the aforesaid thirty (30) day period shall be extended for the period of time between the date of such request for additional information and the date such additional information is submitted by the applicant. If the proposed alteration is not approved, the reasons for disapproval shall be set forth in the written decision. If a written decision is not rendered within the aforesaid thirty (30) day period (as the same may be extended as aforesaid), the Unit Owner requesting such approval may submit a written demand to the Approval Party to make a decision (a "Second Request"), and if the Approval Party fails to render its written decision within thirty (30) days after its receipt of the Second Request, then the proposed improvement shall be deemed to have been approved as submitted, but no change to the plans or specifications submitted may be made without submission of such changes for approval in accordance with the procedures set forth herein. The disapproval of a proposed improvement shall be without prejudice to the right of the Owner to resubmit an application for approval in which the reasons for disapproval have been addressed by the applicant. Approval may be granted subject to conditions specified in the written decision granting the approval, in which event the proposed alteration shall be deemed to have been approved subject to compliance with such conditions.

(f) In rendering its decision with regard to a proposed alteration, the Approval Party shall have the power to interpret this Declaration and any Regulations relating to architectural and aesthetic standards, and to grant reasonable variances from specific requirements of this Declaration or the Regulations if, in the Approval Party's opinion (i) the particular requirement to be varied poses unreasonable hardship on the applicant as a result of the peculiar features of the applicant's Unit or other existing features of the Unit, (ii) the particular requirement to be varied would not render the proposed alteration aesthetically incompatible or inconsistent with other existing structures on the applicant's Unit or existing structures on neighboring or nearby Units, and/or (iii) the particular requirement, as applied to the particular proposed Alteration, is impractical or would

or would increase the cost of the proposed alteration by an unreasonable amount when compared to the benefit to the Community of literal enforcement of the applicable restriction. The granting of such variances shall be within the sole and absolute discretion of the Approval Party, and no variance granted in any one instance shall create any obligation on the Approval Party to grant a variance in any other instance, whether similar or dissimilar. Such variances may be granted subject to such conditions as the Approval Party may require in its sole discretion. The Approval Party's decision to grant any such variance, and the conditions thereof, shall be binding and conclusive on all parties in interest.

(g) The Association and the Approval Party shall keep records of all alterations approved and disapproved hereunder, and decisions rendered in connection therewith, for a period of not less than five (5) years after the particular approval or disapproval was rendered. The Association and/or the Approval Party shall have the power (but not the obligation) to inspect any alteration in the course of or upon construction thereof to ensure that such alteration is being constructed and has been completed in accordance with the approval granted therefore. If an alteration has been constructed in a manner that deviates from the plans and specifications as approved, the Association or the Approval Party shall have the power to compel compliance with the terms of approval by any legal means including a suit in equity to require that the alteration, as constructed be modified or removed in order to comply with the terms on which approval thereof was granted.

(h) In connection with and in order to facilitate the administration of this Article VIII, the Approval Party has broad power to: (i) promulgate Regulations that establish procedures to be followed with respect to matters requiring approval under this Article VIII; (ii) establish and charge reasonable fees for review of proposed alterations, subject to any limitations thereon set forth in the Act; (iii) promulgate Regulations and/or architectural standards or policies that are intended as requirements or guidelines for particular types of improvements or alterations; (iv) promulgate standards for particular types of alterations or improvements which, if met, will not require prior approval by the Approval Party; and/or (v) establish modified and/or informal procedures for the review and approval of certain types of improvements or alterations with respect to which the Approval Party determines that strict adherence to the procedures and requirements of this Article VIII is unnecessary to protect the interests of the Association and the Unit Owners.

Any Regulations or policies promulgated pursuant to the authority set forth in this Section that are intended to be effective prior to the date on which the Declarant has sold the last Unit owned by the Declarant shall be subject to the Declarant's prior review and approval.

(i) Neither the Declarant, the Association, the Board (or any committee thereof) nor any director, officer, employee, agent or representative thereof shall be liable, in damages or otherwise, to anyone in for approval or disapproval of any plan or proposal for the construction, reconstruction, alteration, modification or addition of any Improvement, or for the consequences of such approval or disapproval. The establishment of a mechanism for the approval of plans and specifications for certain alterations and improvements is for the limited purpose of protecting aesthetic standards for the benefit of the Unit Owners and Declarant, and is not for the purpose of protecting the health or safety of Unit Owners or others. Accordingly, neither the Declarant nor the Association, nor any of their directors, officers, representatives or agents thereof, are responsible for determining the safety or structural soundness of any Improvement or its compliance with applicable laws, regulations, ordinances or building codes.

8.22 Compliance with Zoning, Etc. Neither the Declarant, the Association, the Board nor any officer, director, employee, agent or representative thereof shall be responsible for determining if a proposed alteration complies with applicable zoning, building, health, safety or other

other laws or ordinances. Each Unit Owner constructing any improvement or alteration shall obtain (at his sole cost) all necessary governmental approvals and permits before commencing the alteration or improvement and shall deliver copies thereof to the Association upon request. Any improvement or thing permitted by this Declaration (or by approval of the Board) shall be subject to and limited by applicable zoning ordinances and other land use laws, ordinances and regulations.

8.23 Certain Declarant Rights. Notwithstanding any provision hereof to the contrary, while Declarant owns any Units, Declarant shall be entitled to maintain one (1) or more model homes, sales offices and construction offices (including mobile offices) and to maintain on Units owned by the Declarant such construction equipment, vehicles, lumber and building materials as are necessary from time to time in connection with the development of the Property, the construction of improvements and the Common Elements. Unless otherwise expressly provided in this Article VIII, the restrictions and obligations set forth in this Article VIII apply only to Unit Owners other than the Declarant. Improvements constructed by the Declarant or any affiliate thereof or any builder(s) designated by the Declarant are not be subject to the restrictions or review or approval provisions in this Article VIII. Declarant reserves the right to change, from time to time, the style, models, configuration, elevations, pricing and other features of the improvements that the Declarant or its affiliates or designated builders may build on the Units, without notice and without approval by the Association or the Unit Owners. Declarant reserves the right to exempt Units created within the Convertible Real Estate from some or all of the provisions of this Article and to impose different standards and restrictions with respect to such other Units.

8.24 Regulatory Signs; Parking. The Board shall have the right to erect signs regulating the use of the interior streets, including stop signs, speed limit signs, signs limiting parking, and the like, and all Unit Owners, their tenants, family members, guests and invitees, shall be obligated to obey such signs. On-street parking shall be limited to guests of Unit Owners, and shall be limited to one side of the street, as set forth on signs to be installed by the Declarant or by the Board. Unit Owners, tenants and other residents of the Units shall not park on or along the street.

ARTICLE IX - EASEMENTS

9.01 Statutory Easements. Declarant expressly reserves, and the Real Estate and the Condominium are expressly subject to, the easements provided for by Sections 3216 (easement for encroachments), 3217 (easement for use for sale purposes) and 3218 (easement to facilitate completion, conversion and expansion) of the Act, and the express easements set forth herein supplement such statutory easements and are not in lieu thereof.

9.02 Easement to Construct and to Dedicate Improvements. Declarant hereby reserves for itself, its successors and assigns, and the Association, the following easements, rights and privileges:

(a) All easements, whether general or specific, shown on the Plats and Plans, and in the recorded subdivision and/or land development plans relating to the development of the Real Estate;

(b) An easement for the construction, installation, repair, inspection, alteration and maintenance of surface and subsurface utilities and utility facilities including, without limitation, electrical, telephone, cable television, water, sewer and similar facilities to serve the Condominium and all Units the Declarant reserves the right to construct hereunder;

(c) The right to grant easements through, over, across and under the Common Elements to public or private entities furnishing electric, telephone, cable television, public water, sanitary sewer, storm sewer, natural gas or other utility services; and

(d) The right to dedicate or offer for dedication to the Township or other appropriate municipal or quasi-governmental entity (i) all roads (and related road rights-of-way) constructed within the Condominium pursuant to the Plan, (ii) all drainage easements and other easements necessary or appropriate to provide access to and from any stormwater management facilities or other Common Elements, and (ii) any other facilities or easements required or that may hereafter be required to be dedicated or offered for dedication to the public.

9.03 General Utility Easements. The Units and Common Elements are subject to present and future easements granted in favor of the Declarant, utility and service companies, governmental agencies or authorities and the Association for such utility and service lines and equipment as may be necessary or desirable to serve the Units and/or Common Elements. These easements include, without limitation, the right of the Declarant, the utility or service company or applicable governmental agency, and the Association, to construct, install, lay, maintain, repair, relocate and replace water mains, pipes, sprinklers, meters and related systems, gas mains, pipes, meters and related systems, sewer and drain lines, telephone wires and equipment, television and cable television equipment and facilities, electrical wires, conduits and equipment, and ducts and vents over, under, through, along, in and on the Units and Common Elements; together with the right (when accompanied by the Unit Owner or a representative of the Board) to enter into the Unit for the purpose of repair, maintenance, adjustment or any other related purpose authorized by law or applicable regulations including, without limitation thereto, termination of water and/or sewer service by the appropriate service company or agency.

9.04 Easement for Inspection and Abatement. The Declarant and the Executive Board, and their officers and agents, shall have the right and easement to have access to each Unit as may be necessary in order to inspect, maintain, repair or replace any Common Elements therein or accessible therefrom, or to inspect for or abate any violation of the Condominium Documents.

9.05 No Obstruction. No Unit Owner shall conduct any activities on or about his Unit or the Common Elements, or construct or place on his Unit or on any Common Elements any building, structure or obstruction which may interfere with or obstruct the Declarant's, the Association's or any other persons' right of use or enjoyment of the Common Elements or any of the easements affecting the Condominium or any part thereof.

9.06 Easement for Encroachments. If any part of the Common Elements now or hereafter encroaches on any Unit, or if any Unit or hereafter encroaches upon any Common Elements (other than as a result of the intentional or negligent act or omission of a Unit Owner other than the Declarant), a valid easement appurtenant for such encroachment shall exist.

ARTICLE X - SPECIAL DECLARANT RIGHTS

10.01 Reservation of Special Declarant Rights. Declarant hereby reserves for itself, and any successor Declarant, the following rights:

(a) The right to maintain and relocate, from time to time, one (1) or more (but not more than ten (10)) construction and/or sales offices (without limitation as to size or location);

(b) The right to maintain signs on Units owned by the Declarant and on the Common Elements advertising Units owned by the Declarant for sale or lease, and such other signs, including directional signs, as the Declarant may desire to place on its Units or on the Common Elements in connection with the marketing and/or sale of Units and the construction of Units and other Improvements on the Condominium;

(c) The right to maintain, locate and relocate offices and models used in connection with the management of and sale or rental of Units owned by the Declarant on the Declarant's Units;

(d) The right to complete all Common Elements and Units planned or contemplated for construction within the Condominium;

(e) The right to relocate boundaries between Units owned by the Declarant, and the right to relocate the boundaries between Units and Common Elements, together with the right to prepare, execute and record such amendments to this Declaration and the Plats and Plans as may be necessary to show the altered boundaries, to the fullest extent permitted by the Act;

(f) The right to appoint, remove and replace officers and Directors of the Association during the Declarant Control Period, to the fullest extent permitted hereunder and by the Act;

(g) The right to transfer, in the manner set forth in the Act, any or all of the Special Declarant Rights reserved unto the Declarant herein; and

(h) The right to create one (1) or more additional condominium sub-associations within the Convertible Real Estate, as the Declarant for such sub-association, and for the Association to then serve as the "master association" pursuant to Section 3222 of the Act, and the Declarant shall exercise this special declarant right as specified under Section 3222(f) of the Act, such right to expire at a date to be determined by Declarant which is no later than seven (7) years from the date of recordation of this Declaration.

(i) The right to add the Additional Real Estate and create Units, Common Elements, Limited Common Elements, or all within the Additional Real Estate.

10.02 Subdivision or Conversion of Units. The Declarant reserves the right to subdivide Units owned by the Declarant, or to convert Units owned by the Declarant into two or more Units, Common Elements or a combination of Units and Common Elements. Subdivision of Units owned by the Declarant may not result in the total number of Units in the Condominium to exceed twenty-eight (28).

10.03 Models; Sales Offices, Etc. While Declarant owns any Units, Declarant shall be entitled to maintain one (1) or more model homes, sales offices and construction offices (including mobile offices) and to maintain on or about the Common Elements such construction offices, construction equipment, vehicles, lumber and building materials as are necessary from time to time in connection with the development of the Condominium and the construction of Units and Common Elements.

10.04 Changes in Style, Etc. Declarant reserves the right to change, from time to time, the style, models, configuration, floor plans, sizes and other features of the Units that the Declarant reserves the right to build in the Condominium.

10.05 Execution of Supplemental Declarations. The Declarant shall have the right, without the consent, approval or joinder of the Association or the other Unit Owners, to make, execute and record Supplemental Declarations, and make such amendments to the Plats and Plans, as may be necessary in order to exercise any of the Special Declarant Rights reserved to the Declarant herein, to the fullest extent permitted by Section 3219 of the Act.

10.06 Declarant's Rights as to Convertible Real Estate.

(a) Declarant reserves the right to convert the Convertible Real Estate and to create additional Units, limited common elements, or both, within the Convertible Real Estate, or any part thereof, to the Condominium, which right may be exercised at any time within seven (7) years after the recording of this Declaration, by the filing of a Supplemental Declaration exercising such right.

(b) There are no limitations on the option reserved hereby to the Declarant other than the limitations created by or imposed by operation of law.

(c) Declarant reserves the right to create Units, Common Elements, Limited Common Elements or both within the Convertible Real Estate, as well as other improvements (including, without limitation, sanitary sewer improvements) serving the Condominium.

(d) The Convertible Real Estate may be converted and developed at different times. No assurances are made with respect to the portions of the Convertible Real Estate that may be converted and developed at any time.

(e) The maximum number of additional Units that may be created within any Condominium, including those created within the Convertible Real Estate, and including any condominium sub-associations within the Convertible Real Estate for which the Association serves as master association pursuant to Section 10.01(h) hereof, is 400.

(f) Any additional Units created within the Additional Real Estate may or may not be limited to residential use. If then permitted by applicable laws and ordinances, Declarant reserves the right to create Units for lawful commercial use, and does not give any assurances to the other Unit Owners with respect thereto. The Declarant does not guaranty that buildings and Units that may be erected upon the Convertible Real Estate will be compatible with the other buildings and Units planned for the Condominium in terms of architectural style, quality of construction, principal materials employed in construction and the size thereof. Declarant may exempt Units created within the Convertible Real Estate from some or all of the provisions Article VIII hereof, and/or in lieu thereof impose different standards and restrictions. If any additional Unit is created, then the votes in the Association and the common expense liability of the Units shall be re-allocated as provided herein.

(g) No assurances are made with respect to the location of any buildings or other improvements that may be constructed within the Convertible Real Estate.

(h) No assurances are given that any Common Element or Limited Common Elements created within the Convertible Real Estate will be of the same general type, size

or style as those created or planned to be created within the remainder of the Condominium. No assurance is given with respect to the proportion of Common Elements or Limited Common Elements to Units that may be created within the Convertible Real Estate.

ARTICLE XI [INTENTIONALLY OMITTED]

ARTICLE XII - PROVISIONS BENEFITTING ELIGIBLE MORTGAGEES

12.01 Notice of Certain Events and Actions. Each Eligible Mortgagee shall have the right to timely written notice from the Association of:

(a) Any condemnation or casualty loss that affects either a material part of the Condominium or the Unit secured by a mortgage held by such Eligible Mortgagee;

(b) Any delinquency of more than sixty (60) days and the payment of assessments or charges owed by the Unit Owner of a Unit on which it holds an Eligible Mortgage;

(c) A lapse, cancellation or material modification of any insurance policy maintained by the Association; and

(d) A proposed action that requires the consent of Eligible Mortgagees or a specified percentage thereof pursuant to these By-laws or the Declaration.

12.02 Financial Statements. Any Eligible Mortgagee who submits a written request to receive annual financial statements of the Association shall have the right to receive copies of such annual financial statements from the Association. An Eligible Mortgagee shall have the right to audit the financial statements of the Association, upon reasonable prior notice, at its expense.

12.03 Approval of Amendments by Eligible Mortgagees.

(a) Material amendments to the Articles of Incorporation of the Association, the Declaration or these By-laws shall require the approval (or deemed approval) of Eligible Mortgagees representing at least fifty-one percent (51%) of the votes allocated to Units that are subject to Eligible Mortgages.

(b) For purposes of Section 12.03(a) above, a "material amendment" shall mean an amendment to the Declaration or By-laws that would (i) change the manner in which votes are allocated among the Units; (ii) change the priority of liens for assessments; (iii) change the responsibility for maintenance and repairs; (iv) reallocate interests in Common Elements or the rights to their use except as otherwise expressly provided herein; (v) a change in the description of Unit boundaries that affects the Unit upon which such Eligible Mortgagee holds a mortgage; (vi) converting Units into Common Elements, or vice versa; (vii) expand or contract the Condominium or add to or withdraw Real Estate to or from the Condominium; (viii) change the minimum requirements for insurance maintained by the Association; (ix) impose any additional restrictions on leasing of Units; (x) impose any additional restrictions on a Unit Owner's right to sell, transfer or encumber his or her Unit; (xi) change any provision expressly benefiting Eligible Mortgagees.

12.04 Eligible Mortgagee's Approval of Certain Decisions. The following decisions of the Board of Directors and/or the Unit Owners shall be subject to the approval of Eligible Mortgagees representing at least fifty-one percent (51%) of the votes allocated to Units that are subject to Eligible Mortgages:

(a) A decision by the Association to establish self-management if professional management was previously required by the Condominium Documents or Eligible Mortgagees;

(b) A decision to restore or repair the Units or the Common Elements after damage or partial condemnation in a manner other than that specified in the Condominium Documents;

(c) A decision to terminate the legal status of the Condominium after substantial destruction or condemnation occurs;

(d) A decision to terminate the Condominium for reasons other than substantial destruction or condemnation, which shall require the approval of Eligible Mortgagees representing at least sixty-seven percent (67%) of the votes allocated to Units subject to Eligible Mortgages; and

(e) A decision by the Executive Board to increase Common Expense Assessments to any amount that would increase the previous Common Expense Assessment by more than 25%, or a decision by the Executive Board to reduce reserves for maintenance, repair, and replacement of Common Elements.

12.05 Deemed Approval. Any Eligible Mortgagee to whom notice of any proposed amendment of the Condominium Documents or decision as described in Sections 12.03 and 12.04 above shall be deemed to have approved such amendment or action if notice thereof has been given to the Eligible Mortgagee at the address set forth in the last notice received from the Eligible Mortgagee, by certified or registered mail, return receipt requested, and such Eligible Mortgagee fails to respond within thirty (30) days after its receipt of such notice as indicated on the return receipt.

12.06 Limitation on Approval Rights. Nothing herein shall be construed to create any right of approval or disapproval on the part of Eligible Mortgagees as a condition of Declarant's exercise of any Special Declarant Rights expressly reserved by the Declarant in the Declaration including, but not limited to, the right to add all or any part of the Additional Real Estate and to create Units and/or Common Elements within the Additional Real Estate, all of which rights may be exercised by the Declarant without giving notice to or receiving the approval of Eligible Mortgagees.

ARTICLE XIII - COMPLIANCE AND ENFORCEMENT

13.01 Compliance and Breach. The Board shall have the authority to exercise any and all remedies provided in this Declaration, or as otherwise may be provided by law, to enforce compliance with or remedy any violation of this Declaration, including the right to bring a suit at law or in equity to compel compliance with this Declaration, to restrain or abate any violation of this Declaration, or to recover damages for such violation. The Association shall be entitled to recover the reasonable costs of enforcement, including attorney's fees, from any Unit Owner or other person violating this Declaration or the Regulations. For purposes hereof, violation of any Regulations or By-laws adopted by the Association shall be considered a violation of this Declaration.

13.02 Enforcement by Unit Owners; Procedures.

(a) The Association shall have the right and authority to enforce all provisions of this Declaration, including without limitation the covenants in this Declaration relating to the payment of Assessments by Unit Owners.

(b) If the Board (or a committee thereof, as the case may be), approves the construction, alteration or modification of any structure or improvement hereunder, such decision shall be final, binding and conclusive on all Unit Owners, and no Unit Owner shall have the right to bring any action at law or in equity to contest such approval or to compel the removal, modification or alteration of any structure or improvement built, made or altered in accordance with the terms of such approval.

(c) No Unit Owner shall have the right to bring any action at law or in equity to enforce any of the other terms, covenants, restrictions or provisions of this Declaration, or of the By-Laws or the Regulations, unless such Unit Owner shall have first complied with the procedures in Section 13.03 hereof, provided that this provision shall not preclude a Unit Owner from commencing an action if necessary in order to toll any statute of limitations pending compliance with the procedures set forth in Section 13.03 hereof.

13.03 Grievance Procedure.

(a) If any Unit Owner alleges that one or more other Unit Owners or occupants of any Unit have violated or are violating the Condominium Documents, before commencing any action relating thereto such Unit Owner shall first give written notice thereof to the Board and the affected Unit Owner(s) specifying with reasonable particularity the name and address of the alleged violator and the nature of the activities constituting a violation of the Condominium Documents. Notwithstanding the preceding, nothing herein shall be deemed to preclude a Unit Owner from commencing an action prior to compliance with the grievance procedures set forth herein if reasonably necessary in order to toll any applicable statute of limitations, provided that the Unit Owner bringing such action promptly thereafter complies with the procedures set forth herein.

(b) Within forty-five (45) days after the receipt of such notice, the Board, or a Committee of the Board, shall hold a hearing with respect to such complaint. Notice of the time, date and place of such hearing shall be given to the complainant and the person or persons against whom such complaint is made. Within fifteen (15) days after the date of such hearing, the Board or a Committee thereof, as the case may be, shall render a decision as to whether or not the actions complained of constituted a violation of the Condominium Documents and, if a violation has been determined to exist, a determination of what, if any, relief or remedies the Board deems appropriate under the circumstances. The Board shall have the authority from time to time to promulgate Regulations relating to the procedure to be followed in cases where an Unit Owner complains of the acts or omissions of other Unit Owners or occupants, and to govern procedures that shall apply at any hearing or hearings. If deemed necessary by the Board, any hearing with respect to an alleged violation of the Condominium Documents may be continued from time to time until the Board of Directors has obtained all information and/or testimony necessary in order to render its decision.

(c) In all hearings before the Board or any Committee thereof, all parties are entitled to be represented by legal counsel of their choice. The Board or an applicable committee of the Board shall determine all matters of procedure with respect to hearings before the Board under this Section 13.03, and shall not be bound by the formal rules of evidence.

(d) In connection with any claim at law or in equity by one or more Unit Owners against one or more other Unit Owner(s) or occupants of any Unit alleging any violation hereof, the Association shall have right to intervene in such proceedings if deemed to be in the best interests of the Association, including without limitation any proceeding calling into question the validity, enforceability or interpretation of any covenants, restrictions or provisions of the Condominium Documents.

13.04 Remedies Cumulative; No Waiver. All rights and remedies provided for herein, or as otherwise may be available at law or in equity, shall be cumulative and may be pursued individually, together, at one time or from time to time, as the Board of the Association deems appropriate in its sole discretion. No delay or forbearance in the enforcement of any provisions of this Declaration shall be construed as or constitute a waiver of the right to do so. Neither the Association nor any Unit Owner shall be deemed to have waived any right of enforcement or any breach or default of the provisions of this Declaration on the part of any Unit Owner or occupant unless such waiver shall be in writing, and then only to the extent expressly set forth in such writing.

13.05 Costs and Attorney's Fees. In any action at law or in equity by the Association to enforce the Condominium Documents, the Association shall have the right to recover all costs and expenses and including reasonable attorney's fees (before trial, at trial and on appeal) incurred by it in enforcing or attempting to enforce the Condominium Documents, and such amounts may be assessed against the Unit Owner and shall constitute a lien on his Unit as provided herein.

13.06 Alternative Dispute Resolution – Mediation and Binding Arbitration. In recognition of the high cost and delays of litigation in state and federal courts, all Parties (hereinafter defined) to a Covered Claim (hereinafter defined) shall be obligated to comply with the following procedures:

(a) Mediation. Upon notice given by any Party (whether before or after any arbitration or other legal proceedings are commenced), all Covered Parties shall submit to non-binding mediation before a single mediator selected pursuant to the applicable mediation rules of the American Arbitration Association ("AAA"). The mediation shall be held in Centre County, Pennsylvania, at a neutral location approved by the Parties or, if they are unable to agree within a reasonable time, as selected by the mediator. In such mediation, the Parties shall endeavor in good faith to mediate and settle such Covered Claim. The expenses of the mediation, including the fees of the mediator and the costs (if any) of the facility at which the mediation is held, shall be borne equally by the Parties. Each Party shall bear its own costs and attorney's fees incurred in attending and participating in the mediation.

(b) Arbitration. If the Parties are unable to resolve and settle all Covered Claims through mediation as provided above, then such Covered Claim shall be submitted to binding arbitration in accordance with the rules of AAA, before a panel of three (3) arbitrators, selected and appointed in accordance with the rules of AAA. The decision of a majority of the arbitrators shall be binding, final and conclusive, shall be unappealable (except as permitted by law) and may be entered as a final judgment in any court of competent jurisdiction, and shall be enforceable as such. All expenses of the arbitration, including the fees of the arbitrators, shall be borne equally by the Parties unless the arbitrators award or impose such costs in some other manner by unanimous agreement. The obligation to arbitrate Covered Claims shall be an absolute bar to the bringing of any action, suit or other proceeding in any state or federal court otherwise having jurisdiction thereof.

(c) Covered Claims. Claims subject to mediation and binding arbitration pursuant to this Declaration ("Covered Claims") include all claims, actions, causes of action, suits, counterclaims and disputes to which two (2) or more Parties are parties (whether or not persons or entities other than Parties are also parties), whether arising in contract, in tort, by statute or otherwise, and that arise directly or indirectly out of the following (unless the same constitute Excluded Claims):

(i) Any claim against the Declarant or any Affiliate of the Declarant by the Association (or any member thereof), by any one or more Unit Owners on behalf of themselves or on behalf of or in the right of the Association, the Executive Board (or any member thereof) and/or any other person claiming by, through or under the Association or any Unit Owner, arising directly or indirectly out of (A) any defect or alleged defect in the Units and/or Common Elements, (B) any breach or alleged breach of any statutory, express or implied warranty relating to the Common Elements, Units and/or the Condominium generally, (C) any violation or alleged violation of law (including without limitation the Act) on the part of the Declarant, or any Affiliate of the Declarant, in any way related to or arising out of the creation, organization, development, construction and sale of the Condominium and/or the organization, operation or finances of the Association, or (D) any alleged breach by the Declarant of any of its obligations under this Declaration or the other Condominium Documents;

(ii) Any claim, directly or indirectly, arising out of any act or omission or alleged act or omission on the part of the Executive Board (or any member thereof) any committee of the Executive Board (or any member thereof), or any officer of the Association, including any claim arising out of any alleged violation of this Declaration or breach of duty, but excluding any claim for unemployment compensation, workers' compensation, employment benefits or other statutory benefits of any kind;

(iii) Any claim for indemnity and/or advancement of expenses by a current or former member of the Executive Board, current or former officer of the Association or other person claiming such entitlement pursuant to the terms of this Declaration, the Act or other applicable law, as a result of any action, suit or proceeding to which he is a party or threatened to be made a party, by reason of having acted or served as a member of the Executive Board, officer or agent of the Association, or in any other capacity, and any claim by a Unit Owner against the Association or the Executive Board (or any present or former member thereof), in either case arising out of or in any way related to the Condominium Documents or the Condominium; and

(iv) Except as provided below, any claim by the Association or the Executive Board against a Unit Owner, or a resident or tenant of a Unit, and any claim by one or more Unit Owners, tenants or residents of the Condominium against the Association, the Executive Board (or any member thereof), or any officer or agent of the Association, arising out of any violation or alleged violation of the Act or the Condominium documents, or any other matter related to the operation, management, maintenance, repair or replacement of the Association, Condominium, the Units or the Common Elements.

(d) Excluded Claims. Notwithstanding the preceding, the following claims, actions, disputes, suits and proceedings ("Excluded Claims") shall not be subject to mandatory mediation and binding arbitration:

(i) Unless the Executive Board so elects, in its sole and exclusive discretion, any suit or action by or on behalf of the Association or the Executive Board to collect Common Expense Assessments from a Unit Owner other than a Declarant, and/or interest, late

charges, costs of collection and attorney's fees associated therewith, and any proceedings to foreclose or realize on the Association's lien for such Assessments;

(ii) Any equitable claim by the Association against a Unit Owner or any tenant or resident of the Condominium to restrain or abate a violation or continued violation of the Condominium Documents, to compel compliance with the Condominium Documents, or to abate any nuisance allegedly committed by such person, and to collect costs of suit and reasonable attorney's fees in connection therewith; provided that any claim for monetary damages arising out of such matter shall be subject to mediation and binding arbitration as a Covered Claim;

(iii) Any claim against the Association or the Executive Board, or any member or former member thereof, to the extent that the terms of any insurance policy maintained by the Association or the Executive Board that would otherwise cover all or a part of any liability on such claim would or may, in the judgment of the Executive Board, cause such coverage to be unavailable or limited by reason of the fact that such claim were required to be submitted to mediation or arbitration as provided hereby;

(iv) Any dispute or claim between the Declarant (and/or an Affiliate of the Declarant) and a person who has signed a contract to purchase a Unit or who has purchased a Unit from the Declarant to the extent that the written agreement between the Declarant and such purchaser expressly makes such dispute or claim subject to a different means of dispute resolution and such alternative means of dispute resolution applies to the dispute or claim; and

(v) Any claims between Unit Owners, or claims between a Unit Owner and his or her tenant, other than claims arising out of an alleged violation of the Condominium Documents, unless the Association, the Executive Board (or any committee or member or former member thereof) and/or a present or former officer or agent of the Association or Executive Board is or are named or added as parties to such claim, suit or proceeding.

(e) Party(ies). A Party means, as the case may be, the Association, the Declarant, any Affiliate of the Declarant, any Unit Owner, any resident or tenant of the Condominium, the Executive Board (and each individual former and present member thereof), any committee of the Executive Board (and each individual former and present member thereof), and any Eligible Mortgagee.

(f) Affiliate - with respect to the Declarant, (i) any general partner or limited partner thereof, and their respective officers, directors, agents, managers, partners, members and shareholders, (ii) any company or entity directly or indirectly controlled by or under common control with, the Declarant or any person described in clause (i), and, (iii) any company or entity of which the Declarant, or any person described in clauses (i) and/or (ii), alone or in combination with one or more other such persons, owns a controlling interest.

ARTICLE XIV - MISCELLANEOUS

14.01 Assignment of Declarant's Rights and Obligations. Each Declarant shall have the right, in its sole discretion, to assign its rights, privileges and obligations hereunder to a successor by a written instrument executed by the Declarant and such successor, in compliance with the Act.

14.02 Amendment - Generally. Subject to the other provisions of this Declaration and the Act, this Declaration may be amended in the following manner:

(a) Any amendment to this Declaration may be proposed by the Declarant, the Board or by Unit Owners entitled to cast at least twenty percent (20%) of the votes which all Unit Owners are entitled to cast. The manner of proposing any amendments to this Declaration and giving notice to Unit Owners shall be as set forth in the By-laws.

(b) Except as otherwise provided herein or in the Act, the Declaration may be amended only with the affirmative vote or agreement of Unit Owners entitled to cast sixty-seven percent (67%) or more of the votes that all Unit Owners are entitled to cast.

(c) To the extent required by Article XII hereof, such proposed amendment shall be submitted to and approved (which shall include deemed approval) by the required number of Eligible Mortgagees.

(d) No amendment to this Declaration shall make any change that would in any way alter, modify or affect any of the rights, easements or privileges of the Declarant, including Special Declarant Rights, without the consent of the Declarant.

(e) Each amendment to the Declaration shall be recorded and is effective upon recording.

(f) No Person may bring any action challenging any amendment to this Declaration more than one (1) year after the amendment is recorded.

14.03 Amendments by Declarant or Association. The Declarant or the Association, as the case may be, may amend this Declaration without the approval of the Unit Owners, and make any corresponding amendment or correction to the Plats and Plans, for any reason for which such amendments are permitted without approval of the Unit Owners by the Act including, without limitation, any Supplemental Declarations that may be prepared and recorded by the Declarant in connection with the exercise of any Special Declarant Rights hereunder.

14.04 Corrective Amendments. If any amendment to the Declaration is necessary in the judgment of the Declarant or Association to cure any ambiguity, to correct or supplement any provision of this Declaration that is defective, missing or inconsistent with any other provision of this Declaration or with the Act, or to conform to the requirements of any agency or entity that has established national or regional standards with respect to loans secured by mortgages on units in condominium projects, then the Declarant or the Association may, from time to time, effect appropriate corrective amendments without the approval of the Unit Owners or the Eligible Mortgagees.

14.05 Severability. If any provisions of this Declaration are determined by a court to be invalid or unenforceable, such invalid or unenforceable provisions of this Declaration shall be deemed stricken therefrom and shall not affect the validity or enforceability of any other provisions of this Declaration. In the event that any provisions of this Declaration are unenforceable or invalid as written, but may be reformed so as to make the same valid and enforceable in accordance with the reasonable intent of the Declarant as specified herein, it is the intent of the Declarant that any court interpreting such provisions shall to the extent permitted by law, reform the same so as to make the same valid and enforceable in accordance with the reasonable intent of the Declarant expressed therein.

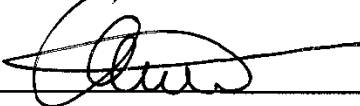
14.06 Governing Law. This Declaration shall be governed and construed in accordance with laws of the Commonwealth of Pennsylvania.

14.07 Covenants, Restrictions and Easements Running with the Land. This Declaration, and all covenants, restrictions and easements set forth herein, shall constitute covenants, restrictions and easements running with the Real Estate, in perpetuity, whether or not any deed conveying a Unit shall expressly refer to this Declaration, and all such covenants, restrictions and easements, shall, except as otherwise expressly provided herein, be binding and benefit the Declarant, all Unit Owners, and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the Declarant has executed this Declaration this as of the day and year first above written.

VILLAGE OF NITTANY GLEN, L.P.

By: McKee-Foxfield, LLC, Its
General Partner,

By: _____

Title: Vice-President

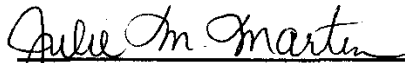
COMMONWEALTH OF PENNSYLVANIA

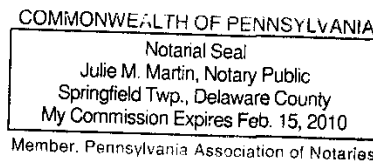
:
: SS
:

COUNTY OF DELAWARE

On the 14 day of October, 2008, before me the undersigned, a notary public for the Commonwealth of Pennsylvania residing in the County of Delaware, personally appeared Kevin E. McLaughlin, who acknowledged himself to be the Vice President of McKee-Foxfield, LLC, the general partner of Village of Nittany Glen, L.P, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes herein contained by signing the name of the corporation by himself as such officer.

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


Notary Public



MORTGAGEE JOINDER

_____ (the "Mortgagee") is the holder of a Mortgage encumbering all or a portion of the Real Estate described on Exhibit "A" attached to the preceding Declaration of Condominium (the "Declaration") for Village of Nittany Glen, a Condominium, which Mortgage is recorded in the Office of the Recorder of Deeds in and for Centre County, Pennsylvania, in Record Book _____, page _____, etc. (the "Mortgage"). The Mortgagee has joined in the execution of this Declaration to consent to the recording of the Declaration, and to agree that the lien of the Mortgage shall be subordinate to the easements, covenants, restrictions and rights set forth in the foregoing Declaration (except that in no event shall the lien of the Mortgage be subordinate to the lien of any Assessments or other amounts levied or assessed pursuant to the Declaration).

In connection with any foreclosure of the Mortgage or conveyance of the Real Estate or any part thereof by deed in lieu of foreclosure, neither the Declaration nor any of the terms, covenants, conditions or provisions thereof, nor the creation of the Condominium, shall be impaired thereby, and such documents shall continue in full force and effect as to all Units that have been conveyed by the Declarant to other Unit Owners and all Common Elements necessary for the use and enjoyment thereof.

In the event of any foreclosure of the Mortgage or judicial sale of the Property pursuant to any judgment lien encumbering the Property in favor of Mortgagee, Mortgagee shall have the right, at its option, to succeed to any or all Special Declarant Rights reserved unto the Declarant pursuant to the foregoing Declaration.

IN WITNESS WHEREOF, the undersigned, being a duly authorized officer of the Mortgagee, has executed this Mortgagee Joinder this ____ day of _____, 2007.

ATTEST:

BY: _____

Title: _____

COMMONWEALTH OF PENNSYLVANIA

:
: SS
:

COUNTY OF

On the ____ day of _____, 2008, before me the undersigned, a notary public for the Commonwealth of Pennsylvania residing in the County of _____, personally appeared _____, who acknowledged himself to be the _____ of _____, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes herein contained by signing the name of the corporation by himself as such officer.

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

Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION OF REAL ESTATE

Village of Nittany Glen

Tract Perimeter

All that certain tract of land situated in Benner Township, Centre County, PA, being The Village of Nittany Glen perimeter, as shown on a plan entitled, "The Village of Nittany Glen, Land Development, Phase II Final Land Development Plan" dated January 6, 2008, by PennTerra Engineering, Inc., State College, PA, and recorded in the Centre County Recorder of Deeds Office in Plat Book 74 Pages 8-21, being bounded and described as follows:

Beginning at an iron pin set, lying in an easterly R/W line of Fillmore Road (41.5' R/W), and being a southerly corner of lands owned now or formerly by Gilbert L. & Betty L. Gummo (D.B. 310, Pg. 651); thence along said lands, N 56° 50' 27" E, 878.23 feet to an iron pin set; thence continuing along said lands, N 31° 36' 44" W, 340.61 feet to an iron pin found, lying along said lands and being a southerly corner of lands owned now or formerly by Donald E. & Paul K. Tomco and Cleo Tomco (R.B. 560, Pg. 16); thence along said lands, N 57° 53' 33" E, 1221.30 feet to an iron pin re-set, being an easterly corner of said lands and a southerly corner of lands owned now or formerly by Robert L. & Jacqueline P. Hall (D.B. 300, Pg. 458); thence along said lands, N 53° 42' 26" E, 1108.98 feet to an iron pin re-set, lying along said lands and being a westerly corner of lands owned now or formerly by Beryl E. Widmann (R.B. 772, Pg. 659); thence along said lands, S 41° 04' 29" E, 1498.52 feet to an iron pin found, lying along said lands and being a northerly corner of lands owned now or formerly by Sue F. & Kristin L. Tressler, et al, & Jennifer M. Tressler (R.B. 998, Pg. 465); thence along said lands, S 56° 00' 00" W, 3271.56 feet to an iron pin set, being a westerly corner of said lands and lying in an easterly R/W line of Fillmore Road (41.5' R/W); thence along said R/W, the following bearings and distances: N 41° 04' 21" W, 90.16 feet to an iron pin set; thence, N 39° 11' 17" W, 26.83 feet to an iron pin; thence N33°52'23"W, 290.68 feet to an iron pin; thence N 41° 09' 11" W, 198.56 feet to an iron pin; thence N45°42'40"W, 339.76 feet to an iron pin; thence N41°09'11"W, 220.79 feet to an iron pin set, being the place of beginning, containing 102.825 acres.

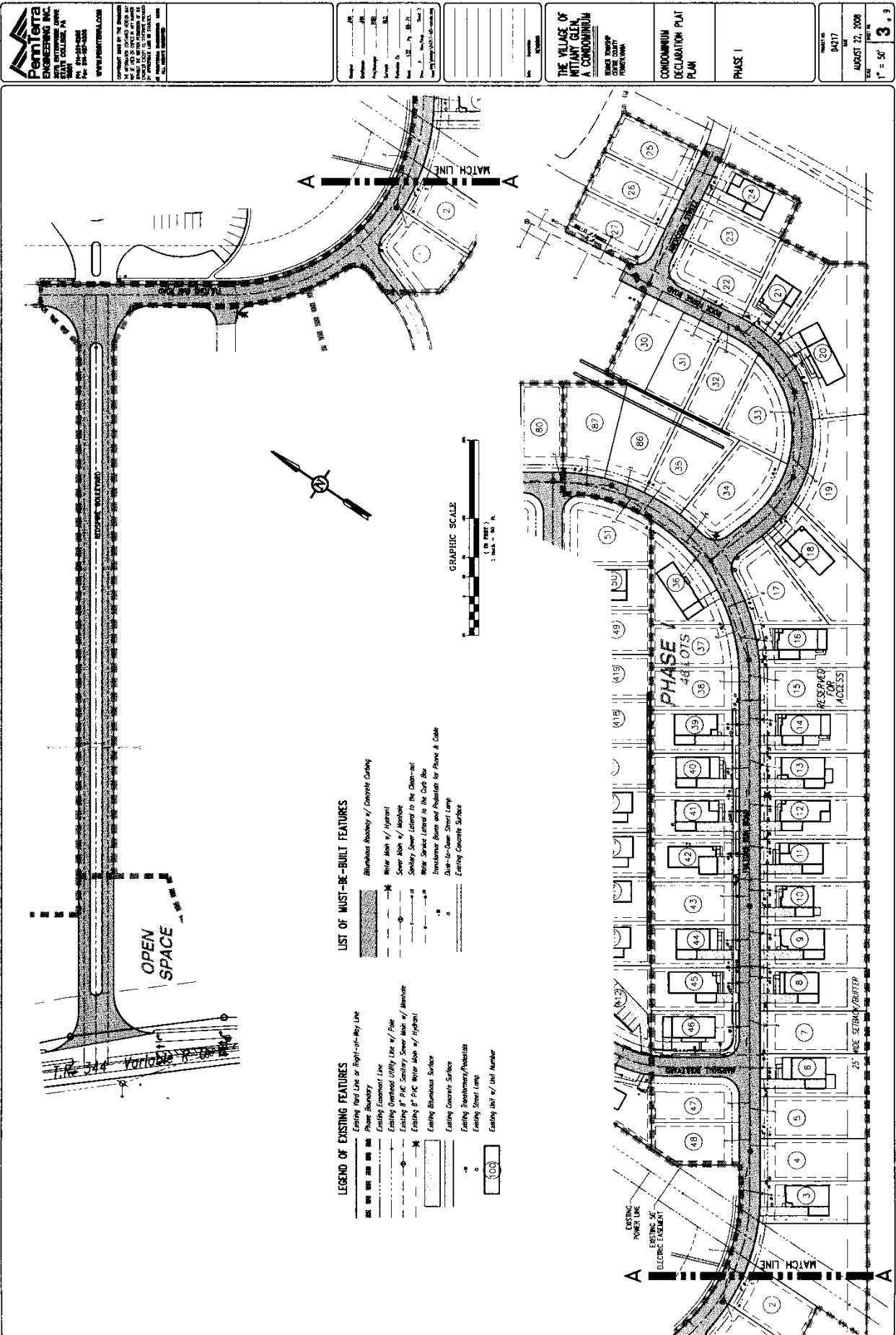
Prepared: 10/15/08

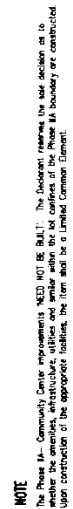
EXHIBIT "B"

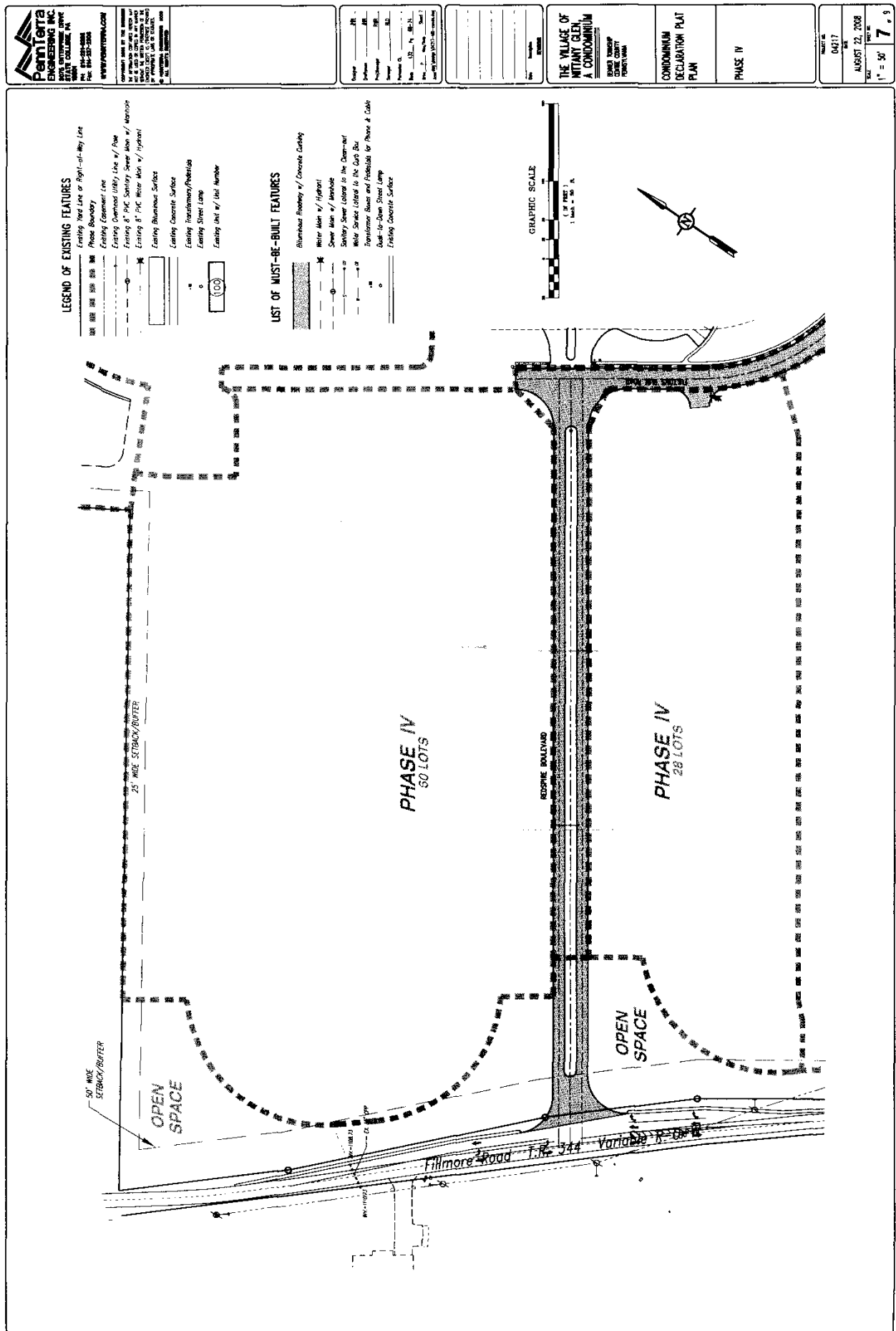
PLATS and PLANS

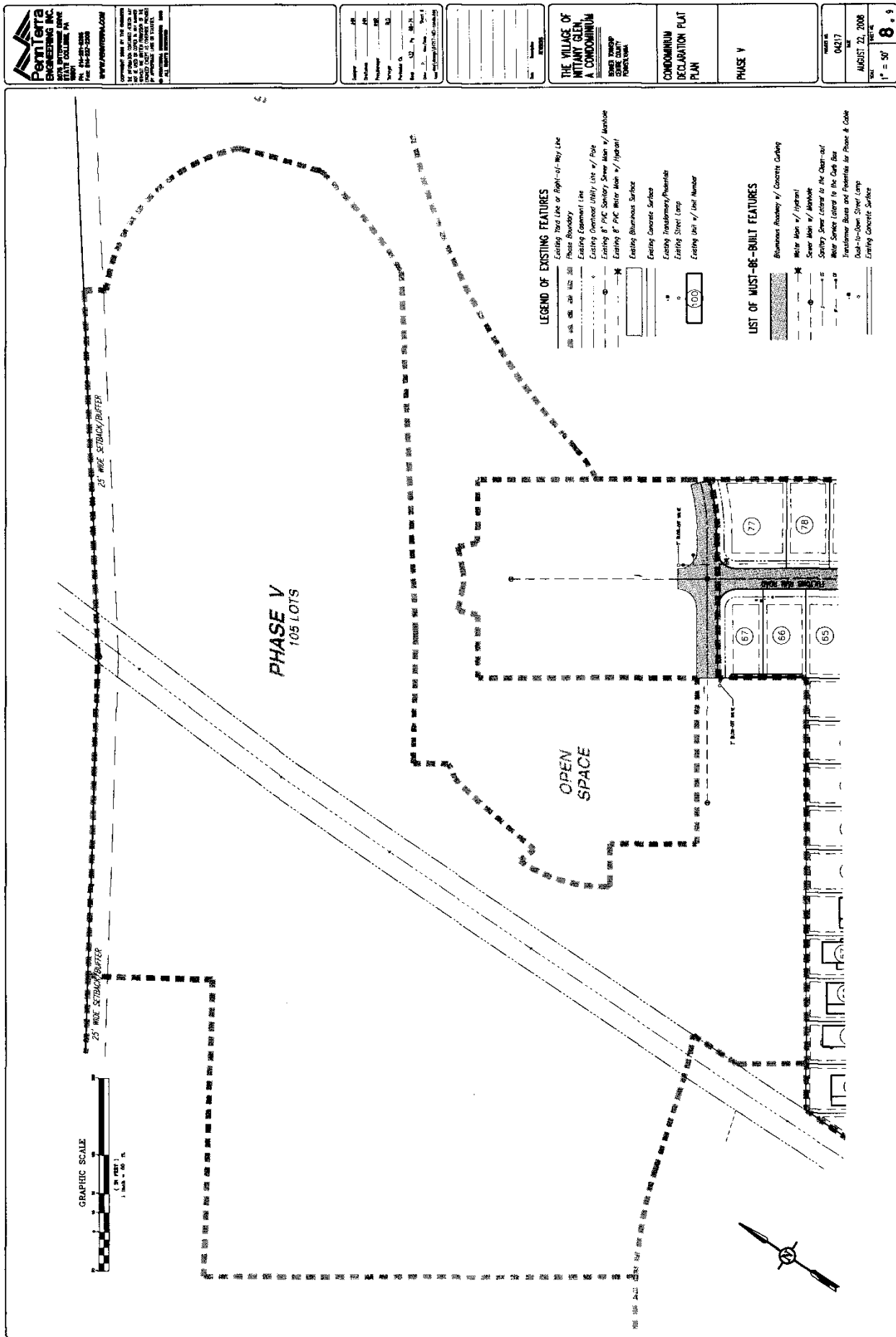
[TO BE ATTACHED PRIOR TO RECORDING OF DECLARATION]

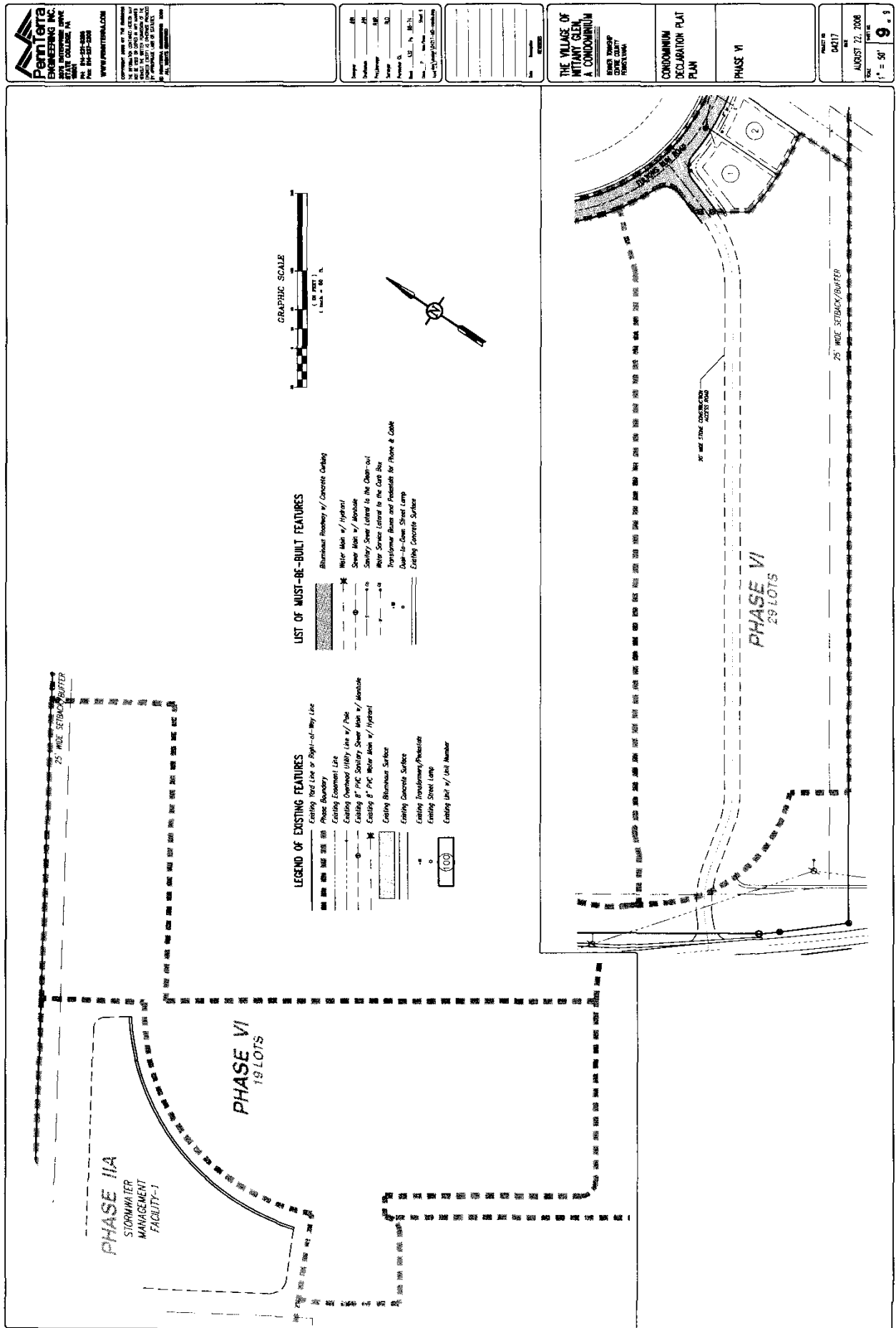
NOTE: The above reflects the typical boundaries of the units. The "unit boundaries" shall be the "title" lines of the unit, owned by that condominium unit party.











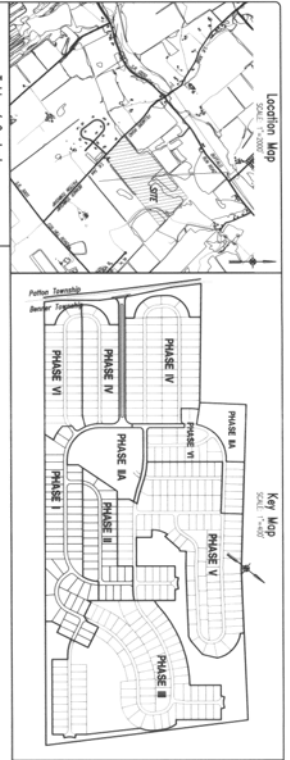
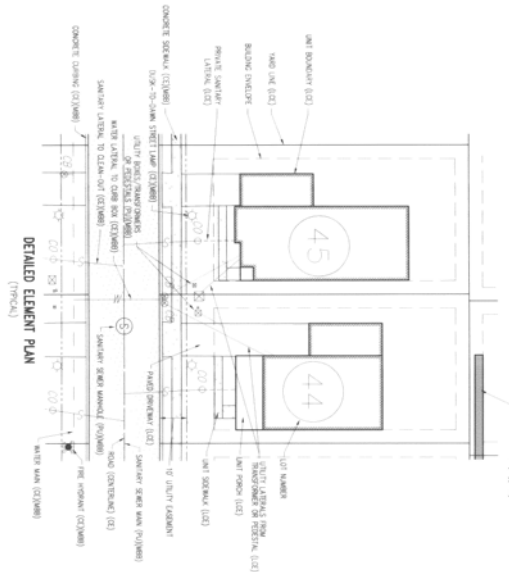


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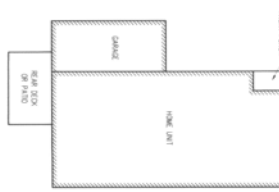
1	NOTES & EXPLANATIONS
2	NOTES
3	EXPLANATION OF PHASE I
4	EXPLANATION OF PHASE II
5	EXPLANATION OF PHASE III
6	EXPLANATION OF PHASE IV
7	EXPLANATION OF PHASE V
8	EXPLANATION OF PHASE VI
9	EXPLANATION OF PHASE VII



ELEMENT TABLE

CE	COMMON ELEMENT
CU	COMMON UTILITY
PE	PUBLIC ELEMENT
PU	PUBLIC UTILITY
WB	WATER BE BUILT

UNIT BOUNDARIES
(TYPICAL)



Number of Units

PHASE I	57
PHASE II	31
PHASE III	75
PHASE IV	88
PHASE V	105
PHASE VI	55
TOTAL	411

EXHIBIT B-2

NOTE: The above reflects the approximate boundaries of the units. The unit boundaries shall be the final lines of the unit, shown by this construction set, and shall be the final lines of the unit.

- Notes:**
- General Site Information:
 - Owner: Village of Victory One, L.P., 900 N. Grand Road, Springfield, PA 19084. Owner's Agent: Kevin Kocapich, Senior Vice-President - Business Development and General Counsel.
 - Site Map No. 12-4-344.
 - Site Map No. 12-4-344.
 - Lot is Zoned R-2 (Low Density Residential).
 - Proposed Land Use: Manufactured Home Community.
 - Building Setbacks: Street: Twenty feet subject to street sign-off; Hwy - 50' (feet perimeter) - 25'.
 - Local Agency: 10000 N. Main Street, Suite 100, P.O. Box 100, 4413029 SE.
 - Existing Land Use: Agriculture.
 - Zoning approved for the proposed development is based upon a conditional use granted by the Board of Supervisors on 12-19-03.
 - Utility Information:
 - Sanitary: Sanitary, Sewer, Water, Gas, Electric, 110V and 240V. See: 10000 N. Main Street, Suite 100, P.O. Box 100, 4413029 SE.
 - Water: Village of Victory One, 900 N. Grand Road, Springfield, PA 19084. Phone: 610-255-1501.
 - Electric: State College Borough Water Authority - 2801 East College Avenue, State College, PA 16801. Phone: 814-231-5555.
 - Telephone: Verizon - 224 South Main Street, State College, PA 16801. Phone: 814-231-6511.
 - Cable TV: Comcast - 1025 Beaver Place, State College, PA 16801. Phone: 814-238-2500.
 - Streets: Privately owned and maintained paved street system.
 - Contours shown were generated from a topographic field survey by Pennterra Engineering, Inc. and are based on USGS Datum. Project Bench Mark: F.R. 100' of the intersection of Old Farm Lane and Pioneer Road - Elevation = 1103.79.
 - There is at least 1 1/2' topsoil and will be placed along all roads within Victory One at an average spacing of 40 feet. The placement shall be made in accordance with the design in conjunction with the Township.
 - A 10' utility easement and be provided along the grade roads as shown in this plan.
 - Under subject, nevertheless, to all existing easements, conditions, restrictions and covenants of record as follows:
 - Declaration of Permanent Utility Easement, Storm Water Drainage and Detention Basin on the Record Book 1204 page 194.
 - Declaration of Temporary Stormwater Detention Basin Easement on the Record Book 1204 page 200.
 - Subject to 50 foot wide Easement and 20 foot wide Stormwater Easement on the Record Book 1125 page 217.
 - Right granted to Sewer Township as to Sewer as in Record Book 460 page 1006. Assignment Agreement as in Record Book 117 page 93.
 - Right granted to State College Borough Water Authority as to Record Book 460 page 1006.
 - Right granted to State College Borough Water Authority as to Record Book 478 page 914.
 - Subject to Sewer of Chester & Green Act as in Book C-1-199 1128 to 1130.
 - Refer to DECLARATION OF CONDOMINIUM FOR THE VILLAGE OF VICTORY ONE, A CONDOMINIUM.
 - All utilities and infrastructure must be built as approved for each phase of Land Development and recorded in an appropriate public plan.
 - Developer reserves the right to modify the exterior materials and design of the homes or "bungalows" the manufacturer as they deem appropriate.
 - Note that the Developer warrants the completion of the Common Elements and/or the Limited Common Elements depicted on W-01 DE DECLARATION OF CONDOMINIUM FOR THE VILLAGE OF VICTORY ONE, A CONDOMINIUM.
 - The Phase I-6: Common Elements W-01 DE DECLARATION OF CONDOMINIUM FOR THE VILLAGE OF VICTORY ONE, A CONDOMINIUM. The Developer warrants the use decision as to whether the amenities, infrastructure, utilities and similar within the lot corners of the Phase I-6 boundary are constructed upon construction of the appropriate facilities, the same shall be a Limited Common Element.
 - The Developer reserves the right to create units and/or Common Elements from the Convertible Unit Estate, up to a total of 411 units.

Pennterra Engineering Inc.
201 E. COLLEGE AVENUE
STATE COLLEGE, PA 16801
Phone: 814-231-5555
Fax: 814-231-5555
WWW.PENNTERRA.COM

CONDOMINIUM DECLARATION OF CONDOMINIUM FOR THE VILLAGE OF VICTORY ONE, A CONDOMINIUM
W-01 DE DECLARATION OF CONDOMINIUM FOR THE VILLAGE OF VICTORY ONE, A CONDOMINIUM
W-01 DE DECLARATION OF CONDOMINIUM FOR THE VILLAGE OF VICTORY ONE, A CONDOMINIUM
W-01 DE DECLARATION OF CONDOMINIUM FOR THE VILLAGE OF VICTORY ONE, A CONDOMINIUM

NOTES & SIGNATURE BLOCKS

DECLARED BY: 04/21/17

DATE: AUGUST 22, 2008

SCALE: N/A

1 of 9

THE VILLAGE OF VICTORY ONE, A CONDOMINIUM

DECLARED BY: 04/21/17

DATE: AUGUST 22, 2008

SCALE: N/A

1 of 9



R 02170-0355 Oct 12, 2015

VILLAGE OF NITTANY GLEN LP
VILLAGE OF NITTANY GLEN LP10-12-2015
13:13:11

AMEN 5 PGS

RECORDED OF DEEDS

5-2
2250

PREPARED BY: Kevin E. McLaughlin, Esquire
The McKee Group
940 West Sproul Road, Suite 301
Springfield, PA 19064
(484) 908-6252

RETURN TO: Kevin E. McLaughlin, Esquire
The McKee Group
940 West Sproul Road, Suite 301
Springfield, PA 19064
(484) 908-6252

UPI# 12-4-34A

**AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR
VILLAGE OF NITTANY GLEN, A CONDOMINIUM**

BACKGROUND

WHEREAS, Village of Nittany Glen, A Condominium has been formed pursuant to a Declaration of Condominium ("Declaration") originally recorded in the Office for the Recorder of Deeds in and for Centre County in Deed Book 02022 at page 0192 et seq., on October 16, 2008.

WHEREAS, Village of Nittany Glen, A Condominium is governed by the Pennsylvania Uniform Condominium Act (68 Purdon's, Section 3101 et seq.) (the "Act").

WHEREAS, pursuant to Article X, Section 10.01 et seq. of the Declaration, the Village of Nittany Glen, L.P., as declarant under the Declaration ("Declarant") reserved various options including the option to add Additional Real Estate and withdraw real estate, and to create Units, Common Elements, Limited Common Elements, or all within the Additional Real Estate and Convertible Real Estate, for a period of seven (7) years from the date of recordation of the Declaration.

WHEREAS, effective on July 23, 2013, the Pennsylvania Legislature enacted House Bill 1122, which extends the time period for the exercise of such rights and other rights by declarants.

WHEREAS, House Bill 1122 is retroactive to all condominiums created by declarations recorded less than seven years prior to the effective date of House Bill 1122, and therefore applicable to the Village of Nittany Glen, A Condominium.

WHEREAS, House Bill 1122 specifically authorizes a declarant to file amendments to the Declaration without a vote of the Unit Owners, "to conform the maximum time limit for exercising declarant options" to the time periods authorized by House Bill 1122.

NOW THEREFORE, pursuant to House Bill 1122, Declarant hereby amends the Declaration as follows:

1. All references in the Declaration to a seven (7) year period of time shall be replaced in compliance with House Bill 1122, to the following, including without limitation the references in Section 10.01(h) and Section 10.06(a), to read that such time period shall extend until the later of:

- (i) ten years after the recording of the declaration; or
- (ii) in the case of a preliminary plat calling for the installation of improvements in sections, 120 days after municipal approval or denial of each particular section's final plat which was filed prior to the deadline approved or modified by the municipal governing body pursuant to section 508(4)(v) of the act of July 31, 1968 (P.L.805, No.247), known as the Pennsylvania Municipalities Planning Code, or, in the event of an appeal from the municipal approval or denial of such final plat, 120 days after a final judgment on appeal.

2. The Declarant shall have the right to add Additional Real Estate pursuant to Section 10.06 of the Declaration, and to withdraw real estate from the Declaration, prior to the expiration of the time periods referenced in Section 1 hereof.

3. This Amendment shall apply to all real property subject to the Declaration, including but not limited to UPl# 12-4-34A and the real property identified by the Uniform Parcel Numbers set forth in the schedule attached.


4. All other provisions of the Declaration, not inconsistent herewith, shall remain in full force and effect.

(Signatures continued on next page)

Declarant

Village of Nittany Glen, L.P.
a Pennsylvania limited partnership

By: McKee-Foxfield, LLC
a Pennsylvania limited liability company, its general partner

By: 
Kevin E. McLaughlin, Vice-President

CERTIFICATION OF APPROVAL

The undersigned, being the Declarant of the Village of Nittany Glen, A Condominium, hereby certifies that the Amendment to which this certification is attached has been duly approved in accordance with House Bill 1122 and Section 3219(f) of the Uniform Condominium Act (68 Pa.C.S.A. Section 3101 et seq., as amended)


Village of Nittany Glen, L.P.
a Pennsylvania limited partnership


By: McKee-Foxfield, LLC
a Pennsylvania limited liability company, its general partner

By: 
Kevin E. McLaughlin, Vice-President

AGREED TO AND ACKNOWLEDGED, intending to be legally bound

Village of Nittany Glen Condominium Association

Attest: 
Kevin E. McLaughlin
Asst. Secretary

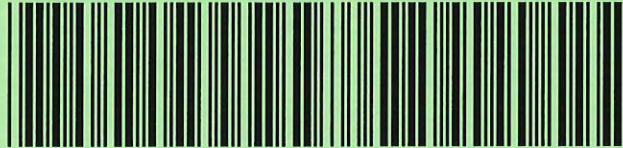
By: 
Kevin E. McLaughlin
Vice-President

UPI#

12-4-34A	12-4-34A-236F
12-4-34A-127M	12-4-34A-128R
12-4-34A-145M	12-4-34A-145R
12-4-34A-157M	12-4-34A-211F
12-4-34A-151M	12-4-34A-148M
12-4-34A-228F	12-4-34A-175M
12-4-34A-265F	12-4-34A-217F
12-4-34A-265F	12-4-34A-197F
12-4-34A-271F	12-4-34A-192M
12-4-34A-216F	12-4-34A-247F
12-4-34A-108M	12-4-34A-172M
12-4-34A-235F	12-4-34A-140M
12-4-34A-242F	12-4-34A-160M
12-4-34A-279F	12-4-34A-223F
12-4-34A-143F	12-4-34A-173F
12-4-34A-110R	12-4-34A-178M
12-4-34A-136R	12-4-34A-184M
12-4-34A-229F	12-4-34A-169M
12-4-34A-246F	12-4-34A-187M
12-4-34A-289F	12-4-34A-116R
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12-4-34A-119A	12-4-34A-146F
12-4-34A-161F	12-4-34A-107R
12-4-34A-111A	12-4-34A-109M
12-4-34A-157F	12-4-34A-295F
12-4-34A-167F	12-4-34A-179R
12-4-34A-251F	12-4-34A-146R
12-4-34A-110A	12-4-34A-131M
12-4-34A-202F	12-4-34A-173R
12-4-34A-138F	12-4-34A-137R
12-4-34A-163M	12-4-34A-151R
12-4-34A-166F	12-4-34A-159R
12-4-34A-166M	12-4-34A-137F
12-4-34A-154M	12-4-34A-195M
12-4-34A-268F	12-4-34A-189F

Centre County
Recorder Of Deeds

414 Holmes Street Suite 1
Bellefonte, PA 16823
814-355-6801



R 0 2 1 7 0 / 0 3 5 5

R02170/0355

5 pages

Instrument # 449

Header Page

This Page is not part of the official record,
and can be discarded after Recording.

Return To:

EPIC SETTLEMENT SERVICES INC
2160 SANDY DRIVE SUITE C
STATE COLLEGE PA 16803

CENTRE COUNTY RECORDER OF DEEDS

Joseph L. Davidson
414 Holmes Street Suite 1
Bellefonte, PA 16823
(814) 355-6801

bjdavids	Receipt 282293
Receipted	10-12-2015
Printed	10-12-2015 13:16:31 # 12

EPIC SETTLEMENT SERVICES INC
2160 SANDY DRIVE SUITE C
STATE COLLEGE PA 16803

AMENDMENT

R 02170-0355 449 5 pages

1 VILLAGE OF NITTANY GLEN LP

2 VILLAGE OF NITTANY GLEN LP

***** RETURN TO *****

EPIC SETTLEMENT SERVICES INC

2160 SANDY DRIVE SUITE C

STATE COLLEGE PA 16803

County Fee 22.00

State Writ .50

AMENDMENT 22.50

=====

TOTAL FEES 22.50

CHK 19636 22.50

EPIC



R 02170-0595 Oct 16, 2015
VILLAGE OF NITTANY GLEN LP
VILLAGE OF NITTANY GLEN LP
10-16-2015
13:11:32
AMEN 15 pgs. RECORDER OF DEEDS

15-2
42.50

PREPARED BY: Kevin E. McLaughlin, Esquire
The McKee Group
940 West Sproul Road, Suite 301
Springfield, PA 19064
(484) 908-6252

RETURN TO: Kevin E. McLaughlin, Esquire
The McKee Group
940 West Sproul Road, Suite 301
Springfield, PA 19064
(484) 908-6252

UPI# 12-4-34A

SUPPLEMENTAL AMENDMENT TO DECLARATION OF CONDOMINIUM
VILLAGE OF NITTANY GLEN, A CONDOMINIUM

THIS SUPPLEMENTAL AMENDMENT made this 12th day of October, 2015, by **VILLAGE OF NITTANY GLEN, L.P.**, a Pennsylvania limited partnership (the "**Declarant**").

BACKGROUND

A. Pursuant to a certain Declaration of Condominium executed by Village of Nittany Glen, L.P. ("Declarant") dated October 14, 2008 and recorded on October 16, 2008 in the Office for the Recording of Deeds in and for Centre County, Pennsylvania in Deed Book 2022, page 192 as amended by a that certain Amendment to Declaration of Condominium dated October 9, 2015 and recorded on October 12, 2015 in the Office for the Recording of Deeds in and for Centre County, Pennsylvania (collectively the "Declaration") Declarant submitted to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. §3101 et seq., (the "Act") certain real estate described in Exhibit "A" to the Declaration and created a flexible condominium known as the "Village of Nittany Glen Condominium" (the "Condominium").

B. Pursuant to Article X of the Declaration, Declarant reserved an option to convert into Units, Limited Common Elements, or both, all or portions of the "Convertible Real Estate" described in the Declaration (that Convertible Real Estate so converted hereinafter defined as the "Converted Real Estate.")

C. Declarant now files this Supplemental Declaration regarding the creation of Units and Limited Common Elements in the Convertible Real Estate as described in Exhibit "A" attached hereto.

E. All capitalized terms used herein which are not defined herein shall have the meanings specified in Section 1.02 of the Declaration.

NOW, THEREFORE, pursuant to the provisions of Section 10.06 of the Declaration and of §3211 of the Act, Declarant hereby declares the conversion of certain of the Convertible Real Estate, including Units and Limited Common Elements, effective on and as of and retroactive to the date of their conveyance by Declarant, and that the Declaration is hereby amended as follows:

1. The term "Plan" as defined in Section 4.01(s) of the Declaration shall henceforth mean the Plat Plan attached to the Declaration, as modified by the Condominium Plat Plan attached hereto as Exhibit "B" and made a part hereof. Exhibit "B" hereto identifies and delineates the Converted Real Estate as Units and Limited Common Elements and designates the Unit or Units to which the Limited Common Elements are allocated. Any and all Units shall be deemed created by Supplemental Declaration upon and as of the date of their conveyance by deed of Declarant to a third party.

2. Each Unit located within the Converted Real Estate shall have the identifying number (in accordance with §3211 of the Act) assigned to it as shown on Exhibit "B" hereto.

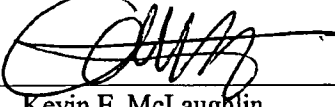
3. In accordance with Section 9.03 of the Declaration, the Percentage Interest Appurtenant to each Unit which is a part of the Condominium, including the Units located in the Converted Real Estate, shall henceforth be as set forth in Exhibit "C" attached hereto and made a part hereof. Unless waived by Declarant, no Unit shall be subject to an assessment pursuant to Section 6.01(a) until it has been granted a certificate of occupancy and conveyed by Declarant to a third party.

4. In accordance with Section 5.03 of the Declaration, each Unit in the Condominium shall have one vote in the Condominium Association.

5. Except as specifically amended hereby, the Declaration remains in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Declarant has executed this Supplemental Amendment the day and year above written.

Village of Nittany Glen, L.P.
a Pennsylvania limited partnership
By: McKee-Foxfield LLC,
its general partner

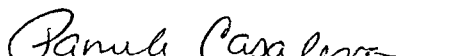
By: 
Kevin E. McLaughlin
Vice-President

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF DELAWARE : SS

On this, the 12th day of October, 2015 before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Kevin E. McLaughlin who acknowledged himself to be the Vice President of McKee-Foxfield LLC, general partner of Village of Nittany Glen L.P., a Pennsylvania limited partnership, who I am satisfied is the person who signed the within Supplemental Amendment to Declaration of Condominium, and who acknowledged that being validly authorized to do so he executed same as such officer on behalf of the limited liability company as general partner of such partnership for the purposes therein contained.

WITNESS my hand and seal the day and year aforesaid.


Notary Public

My Commission Expires:

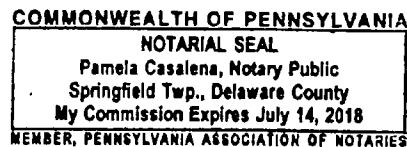


EXHIBIT "A"

The Convertible Real Estate which is the subject of this Supplemental Declaration consists of all that real estate which is designated as (and their Unit numbers pursuant to Section 3211 of the Act hereby are) Units 1, 2, 3, 4, 5, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 26, 30, 31, 32, 34, 35, 36, 38, 40, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 53, 54, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 77, 78, 79, 80, 86, 87, 89, 91, 92, 413, 414, 415, 416, 417, 418 and 419 on the Condominium Declaration Plat and Plan attached to this Supplemental Amendment to Declaration of Condominium, together with all Limited Common Elements contained therein or allocated thereto as shown on said plat and plans.

EXHIBIT "B"
PLAT AND PLAN

Attached hereto are the Amended Declaration Plat and Plans of the Condominium.

Consent/Minimum Declaration Plan Certification

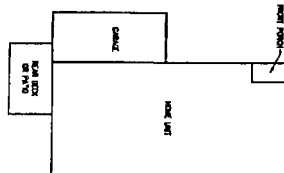
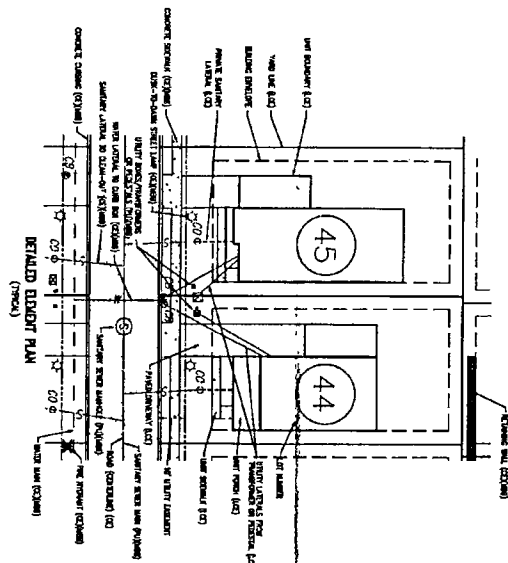
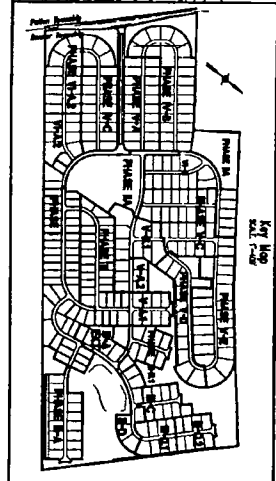
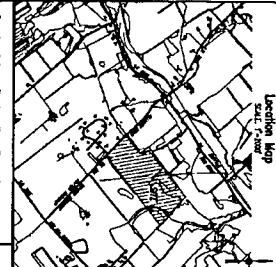
I hereby certify that the past and present accounting practices at auditing candidate's and maintain at information required by Section 2016 of the Public Accounting Law, Uniform Code of Regulations Act.

[Signature]

10-12-15



Page 10

TABLE VI CONTINUED	
1	WES & SPREADING BLOCK
2	WES PLAIN
3	REDUCTION PLAIN PHASE I
4	REDUCTION PLAIN PHASE I
5	REDUCTION PLAIN PHASE II
6	REDUCTION PLAIN PHASE III
7	REDUCTION PLAIN PHASE IV
8	REDUCTION PLAIN PHASE V
9	REDUCTION PLAIN PHASE VI



MOE, he does reflect the typical boundaries of the work. The "well bordered" about in the "like" ones of the work, served by that condemnation and partly. Until boundaries & types are subject to change.

UNIT BOUNDARIES
(MPCs)[illegible]

 Pentagon Engineering Inc. ENGINEERING INCORPORATED 10000 WOODBRIDGE DRIVE SUITE 300 THE COLLEGE, AN HUNTERDON COMMUNITY HUNTERDON, NJ 08834 TEL. 908-237-2888 FAX 908-237-2889				THE VILLAGE OF HUNTERDON A CONDOMINIUM 5000 HUNTERDON HUNTERDON, NJ 08834		CONDOMINIUM DECLARATION PLAN		NOTES & CERTIFICATION	
DATE: 04/17 2.11 APR 29, 2015		DATE: 04/17 2.11 APR 29, 2015		DATE: 04/17 2.11 APR 29, 2015		DATE: 04/17 2.11 APR 29, 2015		DATE: 04/17 2.11 APR 29, 2015	

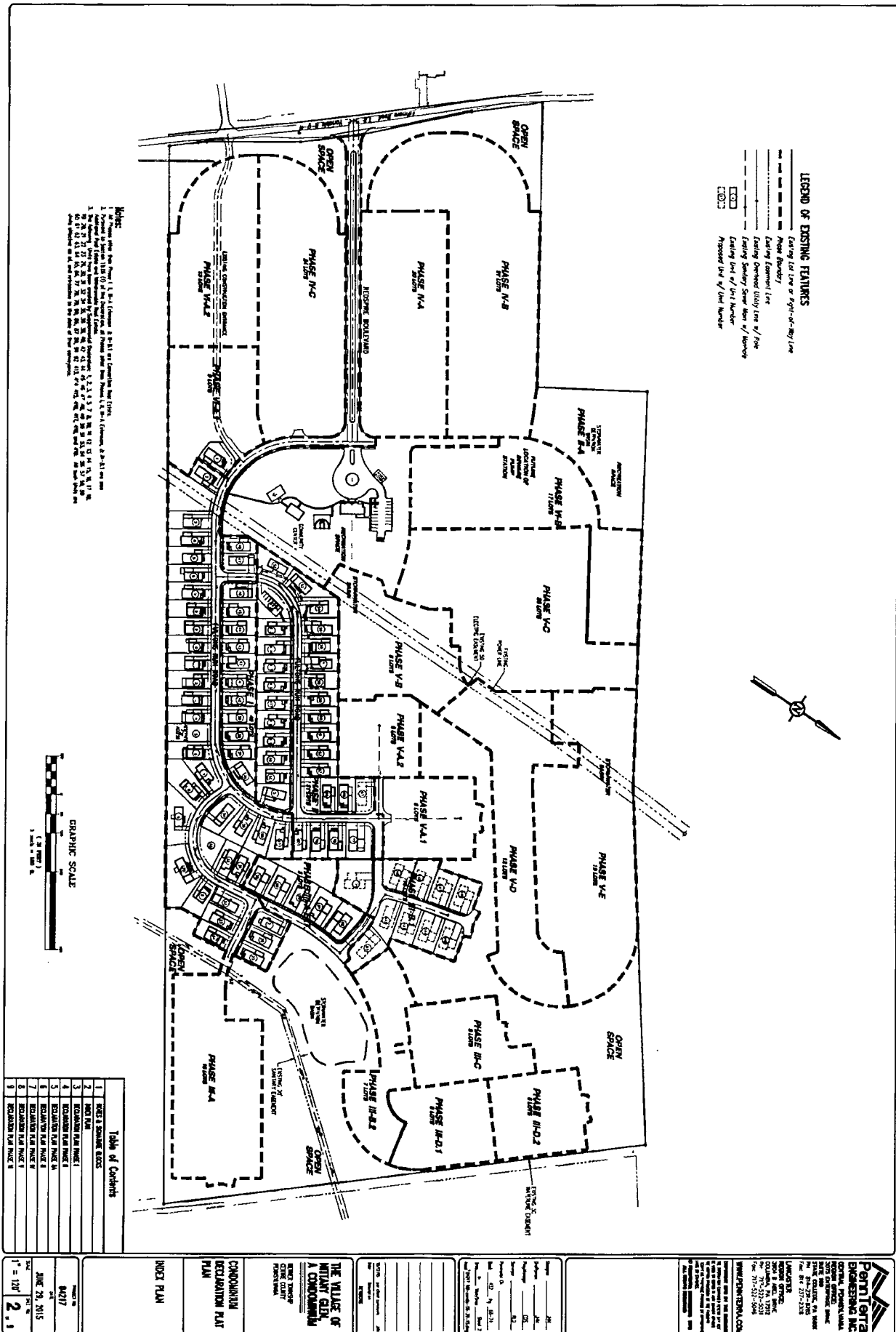








EXHIBIT "C"

COMMON ELEMENTS AND COMMON EXPENSES
PERCENTAGES

The Common Expense Percentage interests for Units in the Community based on a total of 68
Units are: 1.47 %

PREPARED BY: Kevin E. McLaughlin, Esquire
The McKee Group
940 West Sproul Road, Suite 301
Springfield, PA 19064
(484) 908-6252

RETURN TO: Kevin E. McLaughlin, Esquire
The McKee Group
940 West Sproul Road, Suite 301
Springfield, PA 19064
(484) 908-6252



R 02194-0998 Feb 21, 2017
VILLAGE OF NITTANY GLEN LP
VILLAGE OF NITTANY GLEN LP

02/21/2017
09:19:23

AMEN 7pgs RECORDED OF DEEDS
Electronically Recorded / Submitted by Simplifile

UPI# 12-4-34A

SUPPLEMENTAL AMENDMENT TO DECLARATION OF CONDOMINIUM
VILLAGE OF NITTANY GLEN, A CONDOMINIUM

THIS SUPPLEMENTAL AMENDMENT made this 11th of February, 2017, by **VILLAGE OF NITTANY GLEN, L.P.**, a Pennsylvania limited partnership (the "**Declarant**").

BACKGROUND

A. Pursuant to a certain Declaration of Condominium executed by Village of Nittany Glen, L.P. ("Declarant") dated October 14, 2008 and recorded on October 16, 2008 in the Office for the Recording of Deeds in and for Centre County, Pennsylvania in Deed Book 2022, page 192 as amended by a that certain Amendment to Declaration of Condominium dated October 9, 2015 and recorded on October 12, 2015 in the Office for the Recording of Deeds in and for Centre County, Pennsylvania (collectively the "Declaration") Declarant submitted to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. §3101 et seq., (the "Act") certain real estate described in Exhibit "A" to the Declaration and created a flexible condominium known as the "Village of Nittany Glen Condominium" (the "Condominium").

B. Pursuant to Article X of the Declaration, Declarant reserved an option to convert into Units, Limited Common Elements, or both, all or portions of the "Convertible Real Estate" described in the Declaration (that Convertible Real Estate so converted hereinafter defined as the "Converted Real Estate.")

C.

C. Declarant has previously filed that certain Supplemental Amendment to the Declaration of Condominium regarding the creation of Units and Limited Common Elements in the Convertible Real Estate dated October 12, 2015, and recorded October 16, 2015 in the office for the Recorder of Deeds in and for Centre County, Pennsylvania at Book 2170 Page 595 (the "First Supplemental Declaration").

D. Declarant now files this Supplemental Declaration regarding the creation of Units and Limited Common Elements in the Convertible Real Estate as described in Exhibit "A" attached hereto.

E. All capitalized terms used herein which are not defined herein shall have the meanings specified in Section 1.02 of the Declaration.

NOW, THEREFORE, pursuant to the provisions of Section 10.06 of the Declaration and of §3211 of the Act, Declarant hereby declares the addition of certain Additional Real Estate and the conversion of Convertible Real Estate, including Units and Limited Common Elements, effective on and as of and retroactive to the date of their conveyance by Declarant, and that the Declaration is hereby amended as follows:

1. The term "Plan" as defined in Section 4.01(s) of the Declaration shall henceforth mean the Plat Plan attached to the Declaration, as modified by the Condominium Plat Plan attached hereto as Exhibit "B" and made a part hereof. Exhibit "B" hereto identifies and delineates the Converted Real Estate as Units and Limited Common Elements and designates the Unit or Units to which the Limited Common Elements are allocated. Any and all Units shall be deemed created by Supplemental Declaration upon and as of the date of their conveyance by deed of Declarant to a third party.

2. Each Unit located within the Converted Real Estate shall have the identifying number (in accordance with §3211 of the Act) assigned to it as shown on Exhibit "B" hereto.

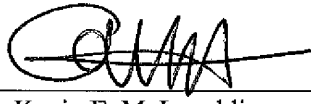
3. In accordance with Section 9.03 of the Declaration, the Percentage Interest Appurtenant to each Unit which is a part of the Condominium, including the Units located in the Converted Real Estate, shall henceforth be as set forth in Exhibit "C" attached hereto and made a part hereof. Unless waived by Declarant, no Unit shall be subject to an assessment pursuant to Section 6.01(a) until it has been granted a certificate of occupancy and conveyed by Declarant to a third party.

4. In accordance with Section 5.03 of the Declaration, each Unit in the Condominium shall have one vote in the Condominium Association.

5. Except as specifically amended hereby, the Declaration remains in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Declarant has executed this Supplemental Amendment the day and year above written.

Village of Nittany Glen, L.P.
a Pennsylvania limited partnership
By: McKee-Foxfield LLC,
its general partner

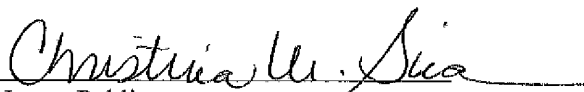
By: 
Kevin E. McLaughlin
Vice-President

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF DELAWARE : SS

On this, the 1st day of February, 2017 before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Kevin E. McLaughlin who acknowledged himself to be the Vice President of McKee-Foxfield LLC, general partner of Village of Nittany Glen L.P., a Pennsylvania limited partnership, who I am satisfied is the person who signed the within Supplemental Amendment to Declaration of Condominium, and who acknowledged that being validly authorized to do so he executed same as such officer on behalf of the limited liability company as general partner of such partnership for the purposes therein contained.

WITNESS my hand and seal the day and year aforesaid.


Notary Public

My Commission Expires: 11/9/19

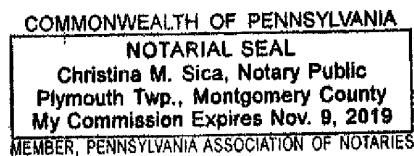


EXHIBIT "A"

The Convertible Real Estate which is the subject of this Supplemental Declaration consists of all that real estate which is designated as (and their Unit numbers pursuant to Section 3211 of the Act hereby are Unit(s) 6, 9, 24, 25, 27, 37, 39, 41, 55, 90, 93, 142, 143, 144, 145, 146, 147, 148, 149, and 171, for a total of twenty (20) units on the Condominium Declaration Plat and Plan attached to this Supplemental Amendment to Declaration of Condominium, together with all Limited Common Elements contained therein or allocated thereto as shown on said plat and plans.

In addition, Exhibit "A" to the First Supplemental Declaration is hereby revised to read as follows, to correct an error in the designation of Unit 15, which is to be a future access road: The Convertible Real Estate which is the subject of this Supplemental Declaration consists of all that real estate which is designated as (and their Unit numbers pursuant to Section 3211 of the Act hereby are) Units 1, 2, 3, 4, 5, 7, 8, 10, 11, 12, 13, 14, 16, 17, 18, 19, 20, 21, 22, 23, 26, 30, 31, 32, 34, 35, 36, 38, 40, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 53, 54, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 77, 78, 79, 80, 86, 87, 89, 91, 92, 413, 414, 415, 416, 417, 418 and 419, for a total of 68 units on the Condominium Declaration Plat and Plan attached to this Supplemental Amendment to Declaration of Condominium, together with all Limited Common Elements contained therein or allocated thereto as shown on said plat and plans.

for a total of 88 Units.

EXHIBIT "B"
PLAT AND PLAN

Attached hereto are the Amended Declaration Plat and Plans of the Condominium.

[illegible]

EXHIBIT "C"

COMMON ELEMENTS AND COMMON EXPENSES
PERCENTAGES

The Common Expense Percentage interests for Units in the Community based on a total of 88
Units are: 1.13%



R 02223-0603 Oct 15, 2018
BERKS AT NITTANY GLEN LLC
BERKS AT NITTANY GLEN LLC
10-15-2018
11:08:42
AMEN 10 pgs
RECORDED OF DEEDS

PREPARED BY/RETURN TO:

William F. Colby, Jr., Esquire
Barley Snyder LLP
50 North Fifth Street, P.O. Box 942
Reading, Pa 19603-0942

UPI# 12-4-34A

**SUPPLEMENTAL AMENDMENT TO DECLARATION OF CONDOMINIUM
VILLAGE OF NITTANY GLEN, A CONDOMINIUM**

THIS SUPPLEMENTAL AMENDMENT made this 10th of October, 2018, by **BERKS AT NITTANY GLEN, LLC**, a Pennsylvania limited liability company (the "**Special Declarant**").

BACKGROUND

A. Pursuant to a certain Declaration of Condominium executed by Village of Nittany Glen, L.P. ("**Declarant**"), dated October 14, 2008 and recorded on October 16, 2008 in the Office for the Recording of Deeds in and for Centre County, Pennsylvania in Deed Book 2022, page 192 as amended by that certain Amendment to Declaration of Condominium dated October 9, 2015 and recorded on October 12, 2015 in the Office for the Recording of Deeds in and for Centre County, Pennsylvania (collectively the "**Declaration**"). Declarant submitted to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. §3101 et seq. (the "**Act**"), certain real estate described in Exhibit "A" to the Declaration (the "**Property**"), and created a flexible condominium known as the "Village of Nittany Glen Condominium" (the "**Condominium**").

B. Pursuant to Article X of the Declaration, Declarant reserved an option to convert into Units, Limited Common Elements, or both, all or portions of the "Convertible Real Estate" described in the Declaration (that Convertible Real Estate so converted hereinafter defined as the "**Converted Real Estate**").

C. Declarant has previously filed that certain Supplemental Amendment to the Declaration of Condominium regarding the creation of Units and Limited Common Elements in the Convertible Real Estate dated October 12, 2015, and recorded October 16, 2015 in the office for the Recorder of Deeds in and for Centre County, Pennsylvania at Book 2170 Page 595 (the "**First Supplemental Declaration**"), and that certain Supplemental Amendment to the Declaration of Condominium regarding the creation of Units and Limited Common Elements in the Convertible Real Estate dated February 17, 2017, and recorded February 17, 2017, in the

office for the Recorder of Deeds in and for Centre County, Pennsylvania at Book 2194 Page 998 (the “**Second Supplemental Declaration**”).

D. By that certain Assignment of Special Declarant Rights dated December 28, 2017, and recorded January 3, 2018 in the office for the Recorder of Deeds in and for Centre County, Pennsylvania in Book 2210 Page 155 (the “**SDR Assignment**”), the Declarant assigned to Special Declarant all of its rights to exercise the declarant rights specified in the Declaration to declare the conversion of the Convertible Real Estate and to create Units therein, under and subject to all of the terms and conditions of the Declaration, as previously amended.

E. Special Declarant now files this Supplemental Declaration regarding the creation of Units and Limited Common Elements in the Convertible Real Estate as described in Exhibit A and Exhibit B attached hereto.

F. All capitalized terms used herein which are not defined herein shall have the meanings specified in Section 1.02 of the Declaration.

NOW, THEREFORE, pursuant to the SDR Assignment, the provisions of Section 10.06 of the Declaration and of §3211 of the Act, Special Declarant hereby declares the conversion of Convertible Real Estate, including Units and Limited Common Elements, effective on and as of the date hereof, and that the Declaration is hereby amended as follows:

1. The term "Plan" as defined in Section 4.01(s) of the Declaration shall henceforth mean the Plat Plans attached to the Declaration, as modified by the Condominium Plat Plans attached hereto as Exhibit A and Exhibit B and made a part hereof. Portions of the Property within which Special Declarant is hereby exercising its special declarant rights are referred to herein as the “Converted Real Estate.”

2. Special Declarant hereby declares the creation of Units and associated Limited Common Elements and Common Elements as set forth on the plats and plans attached hereto as Exhibit A (the “**30 Unit Plat**”), which identifies Converted Real Estate consisting of thirty (30) Units, pursuant to that certain Final Land Development Plan by PennTerra Engineering, Inc. dated April 3, 2017, and recorded in the office of the Recorder of Deeds in and for Centre County, Pennsylvania at Plan Book 93 page 54 (the “**30 Unit Plan**”), and within which such Units are hereby declared as are set forth in Exhibit A. The Unit Boundaries for the Units declared hereby are hereby amended from that set forth under Section 3.02 of the Declaration, pursuant to the special declarant rights set forth in the Declaration and pursuant to Section 10.01(e), pursuant to which the Special Declarant has the right to define and relocate boundaries between Units owned by Special Declarant.

3. Special Declarant hereby declares the creation of Units and associated Limited Common Elements and Common Elements as set forth in that certain plat attached hereto as Exhibit B, which identifies Converted Real Estate consisting of a maximum total number of Units (in addition to those existing Units as of the date prior hereto, and the thirty (30) Units created hereby, of two hundred and eighty two (282) Units as set forth on the Plats and Plans attached hereto (the “**Future Expansion Plat**”) and within which such Units are hereby

declared as are set forth in Exhibit B, and as to which Special Declarant expressly reserves the right to amend and specify further the exact numbers, locations and boundaries of Units, and the location and type of Common Elements and Limited Common Elements therein, as future phases of land development plans are approved by the Township of Benner and County of Centre.

4. Each Unit located within the Converted Real Estate shall have the identifying number (in accordance with §3211 of the Act) assigned to it as shown on Exhibit A and Exhibit B hereto.

5. In accordance with Section 9.03 of the Declaration, the Percentage Interest Appurtenant to each Unit which is a part of the Condominium, including the Units located in the Converted Real Estate, shall henceforth be as set forth in Exhibit C attached hereto and made a part hereof. Unless waived by Special Declarant, no Unit shall be subject to an assessment pursuant to Section 6.01(a) until it has been granted a certificate of occupancy and conveyed by Special Declarant to a third party.

6. In accordance with Section 5.03 of the Declaration, each Unit in the Condominium shall have one vote in the Condominium Association.

7. To the extent inconsistent with the provisions of any other section of the Declaration, or prior supplemental amendment, this Supplemental Declaration and the provisions hereof shall be deemed controlling. Except as specifically amended hereby, the Declaration remains in full force and effect in accordance with its terms.

(Signature Page Follows)

IN WITNESS WHEREOF, the Special Declarant has executed this Supplemental Amendment the day and year above written.

BERKS AT NITTANY GLEN, LLC
a Pennsylvania limited liability company

By: [Signature]
Name: J. LaVern Horning
Title: Manager

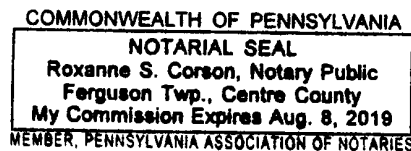
COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Centre : SS

On this, the 10th day of October, 2018 before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared J. LaVern Horning who acknowledged himself to be the Manager of Berks at Nittany Glen, LLC, who I am satisfied is the person who signed the within Supplemental Amendment to Declaration of Condominium, and who acknowledged that being validly authorized to do so he executed same as such officer on behalf of the limited liability company for the purposes therein contained.

WITNESS my hand and seal the day and year aforesaid.

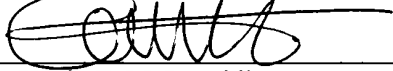
Roxanne S. Corson
Notary Public

My Commission Expires:



IN WITNESS WHEREOF, the Declarant has joined in and also executed this Supplemental Amendment the day and year above written.

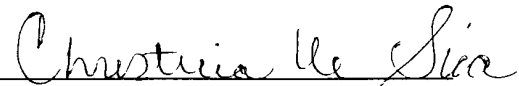
VILLAGE OF NITTANY GLEN, L.P.
a Pennsylvania limited partnership
By: McKee-Foxfield, LLC, a Pennsylvania
limited liability company

By: 
Name: Kevin E. McLaughlin
Title: Vice-President

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF DELAWARE : SS

On this, the 11th day of October, 2018 before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Kevin E. McLaughlin who acknowledged himself to be the Vice-President of McKee Foxfield, LLC, general partner of the Declarant, who I am satisfied is the person who signed the within Supplemental Amendment to Declaration of Condominium, and who acknowledged that being validly authorized to do so he executed same as such officer on behalf of the limited liability company for the purposes therein contained.

WITNESS my hand and seal the day and year aforesaid.


Notary Public

My Commission Expires: 11/9/19

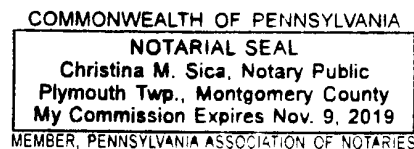


EXHIBIT A

The 30 Unit Plat

The Convertible Real Estate which is the subject of this Exhibit A consists of all that real estate which is designated as including (and their Unit numbers pursuant to Section 3211 of the Act hereby are) the Unit(s) with the Unit numbers and addresses hereinafter set forth, for a total of thirty (30) additional Units, at the locations shown on the Condominium Declaration Plats and Plans attached hereto, together with all Common Elements and Limited Common Elements contained therein or allocated thereto as shown on said Plats and Plans:

- Lot 94 193 Rock Forge Road
- Lot 95 201 Rock Forge Road
- Lot 96 105 Larch Lane
- Lot 97 111 Larch Lane
- Lot 98 117 Larch Lane
- Lot 99 123 Larch Lane
- Lot 100 128 Larch Lane
- Lot 101 122 Larch Lane
- Lot 102 116 Larch Lane
- Lot 103 110 Larch Lane
- Lot 104 104 Larch Lane
- Lot 105 239 Rock Forge Road
- Lot 106 253 Rock Forge Road
- Lot 107 259 Rock Forge Road
- Lot 108 265 Rock Forge Road
- Lot 109 271 Rock Forge Road
- Lot 110 277 Rock Forge Road
- Lot 111 283 Rock Forge Road
- Lot 112 291 Rock Forge Road
- Lot 113 292 Rock Forge Road
- Lot 114 284 Rock Forge Road
- Lot 115 278 Rock Forge Road
- Lot 116 272 Rock Forge Road
- Lot 117 266 Rock Forge Road
- Lot 118 260 Rock Forge Road
- Lot 119 254 Rock Forge Road
- Lot 120 246 Rock Forge Road
- Lot 121 238 Rock Forge Road
- Lot 122 230 Rock Forge Road
- Lot 123 224 Rock Forge Road

EXHIBIT B

The Future Expansion Plat

The Convertible Real Estate which is the subject of this Exhibit B consists of all that real estate which is designated as including (and their Unit numbers pursuant to Section 3211 of the Act hereby are) Unit(s) 124 through Unit 400, inclusive, for a total of two hundred and eighty two (282) additional Units (in addition to those existing as of the date prior hereto and the thirty (30) Units created hereby), at the locations shown on the Condominium Declaration Plat and Plan attached hereto, together with all Common Elements and Limited Common Elements contained therein or allocated thereto as shown on said plat and plan, as same may be amended. It is the intention of the Special Declarant that all property within which additional Units may be created within the Condominium is hereby declared as the Converted Real Estate described in the Future Expansion Plat, whether or not particularly identified or described therein, and Special Declarant reserves the right to amend the Future Expansion Plat to include such property, up to the maximum permitted number of Units under the Declaration pursuant to Section 3.01 thereof.

Special Declarant expressly reserves the right to amend and specify further the exact numbers of Units; the identifying number within a given plat for each Unit, which may or may not be in sequence with the identifying numbers of the Units previously declared; the types, locations, and boundaries of Units; the addresses of such Units; and the location and type of Common Elements and Limited Common Elements therein, as future phases of land development plans are approved by the Township of Benner and County of Centre.

EXHIBIT C

COMMON ELEMENTS AND COMMON EXPENSES **PERCENTAGES**

The Common Expense Percentage interests for the Existing Units and the Units in the Community created pursuant hereto, as identified on Exhibit A and Exhibit B hereto, as of the date hereof is equal to 1.14%, based upon the total number of Units heretofore constructed and conveyed to a third party as of the date hereof, being a total of eighty-eight (88) units. Thereafter, such per Unit Common Expense Percentage amount shall be further amended and adjusted automatically after a residence is constructed on a Unit, effective upon the date of conveyance of such Unit to a third party other than the Special Declarant, to be equal to that number, expressed as a percentage, obtained by dividing the sum of 100 by the total number of Units then declared and conveyed.

FILE COPY

PREPARED BY/RETURN TO:
William F. Colby, Jr., Esquire
Barley Snyder LLP
50 North Fifth Street, P.O. Box 942
Reading, Pa 19603-0942



R 02227-0904 Jan 24, 2019
BERKS AT NITTANY GLEN LLC
BERKS AT NITTANY GLEN LLC
01-24-2019
14:29:13
AMEN 7 pgs
RECORDED OF DEEDS

UPI# 12 004 034A 119M

**SUPPLEMENTAL AMENDMENT TO DECLARATION OF CONDOMINIUM
VILLAGE OF NITTANY GLEN, A CONDOMINIUM**

THIS SUPPLEMENTAL AMENDMENT made this 21ST of JANUARY, 2019, by **BERKS AT NITTANY GLEN, LLC**, a Pennsylvania limited liability company (the "**Special Declarant**").

BACKGROUND

A. Pursuant to a certain Declaration of Condominium executed by Village of Nittany Glen, L.P. ("**Declarant**"), dated October 14, 2008 and recorded on October 16, 2008 in the Office for the Recording of Deeds in and for Centre County, Pennsylvania in Deed Book 2022, page 192 as amended by that certain Amendment to Declaration of Condominium dated October 9, 2015 and recorded on October 12, 2015 in the Office for the Recording of Deeds in and for Centre County, Pennsylvania (collectively the "**Declaration**"). Declarant submitted to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. §3101 *et seq.* (the "**Act**"), certain real estate described in Exhibit "A" to the Declaration (the "**Property**"), and created a flexible condominium known as the "Village of Nittany Glen Condominium" (the "**Condominium**").

B. Pursuant to Article X of the Declaration, Declarant reserved an option to convert into Units, Limited Common Elements, or both, all or portions of the "Convertible Real Estate" described in the Declaration (that Convertible Real Estate so converted hereinafter defined as the "**Converted Real Estate**").

C. Declarant has previously filed that certain Supplemental Amendment to the Declaration of Condominium regarding the creation of Units and Limited Common Elements in the Convertible Real Estate dated October 12, 2015, and recorded October 16, 2015 in the office for the Recorder of Deeds in and for Centre County, Pennsylvania at Book 2170 Page 595 (the "**First Supplemental Declaration**"), that certain Supplemental Amendment to the Declaration of Condominium regarding the creation of Units and Limited Common Elements in the Convertible Real Estate dated February 17, 2017, and recorded February 21, 2017, in the office for the Recorder of Deeds in and for Centre County, Pennsylvania at Book 2194 Page 998 (the "**Second Supplemental Declaration**"), and that certain Supplemental Amendment to Declaration of Condominium regarding the creation of Units and Limited Common Elements in the Convertible Real Estate dated October 10, 2018, and recorded October 15, 2018, in the office

for the Recorder of Deeds in and for Centre County, Pennsylvania at Record Book 2223, Page 0603 (the “**Third Supplemental Declaration**”).

D. By that certain Assignment of Special Declarant Rights dated December 28, 2017, and recorded January 3, 2018 in the office for the Recorder of Deeds in and for Centre County, Pennsylvania in Book 2210 Page 155 (the “**SDR Assignment**”), the Declarant assigned to Special Declarant all of its rights to exercise the declarant rights specified in the Declaration to declare the conversion of the Convertible Real Estate and to create Units therein, under and subject to all of the terms and conditions of the Declaration, as previously amended.

E. Special Declarant now files this Supplemental Declaration regarding the creation of a Unit and Limited Common Elements in the Convertible Real Estate described as Lot 52 in Exhibit A attached hereto.

F. All capitalized terms used herein which are not defined herein shall have the meanings specified in Section 1.02 of the Declaration.

NOW, THEREFORE, pursuant to the SDR Assignment, the provisions of Section 10.06 of the Declaration and of §3211 of the Act, Special Declarant hereby declares the conversion of Convertible Real Estate, including Units and Limited Common Elements, effective on and as of the date hereof, and that the Declaration is hereby amended as follows:

1. The term “Plan” as defined in Section 4.01(s) of the Declaration shall henceforth mean the Plat Plans attached to the Declaration, as modified by the Condominium Plat Plans attached hereto as Exhibit B and made a part hereof. Portions of the Property within which Special Declarant is hereby exercising its special declarant rights are referred to herein as the “Converted Real Estate.”

2. Special Declarant hereby declares the creation of a Unit and associated Limited Common Elements and Common Elements as set forth on the plats and plans attached hereto as Exhibit B (the “**Lot 52 Unit Plat**”), which identifies Converted Real Estate pursuant to Section 3 and Exhibit B of the Third Supplemental Declaration such Unit is hereby declared as set forth in Exhibit A.

3. Each Unit located within the Converted Real Estate shall have the identifying number (in accordance with §3211 of the Act) assigned to it as shown on Exhibit A hereto.

4. In accordance with Section 9.03 of the Declaration, the Percentage Interest Appurtenant to each Unit which is a part of the Condominium, including the Units located in the Converted Real Estate, shall henceforth be as set forth in Exhibit C attached hereto and made a part hereof. Unless waived by Special Declarant, no Unit shall be subject to an assessment pursuant to Section 6.01(a) until it has been granted a certificate of occupancy and conveyed by Special Declarant to a third party.

5. In accordance with Section 5.03 of the Declaration, each Unit in the Condominium shall have one vote in the Condominium Association.

6. Except as specifically amended hereby, the Declaration remains in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Special Declarant has executed this Supplemental Amendment the day and year above written.

BERKS AT NITTANY GLEN, LLC
a Pennsylvania limited liability company

By: [Signature]
Name: J. LaVern Horning
Title: Manager

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF Berks :

On this, the 21st day of January, 2019, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared J. LaVern Horning who acknowledged himself to be the Manager of Berks at Nittany Glen, LLC, who I am satisfied is the person who signed the within Supplemental Amendment to Declaration of Condominium, and who acknowledged that being validly authorized to do so he executed same as such officer on behalf of the limited liability company for the purposes therein contained.

WITNESS my hand and seal the day and year aforesaid.

[Signature]
Notary Public

My Commission Expires:
August 9, 2020

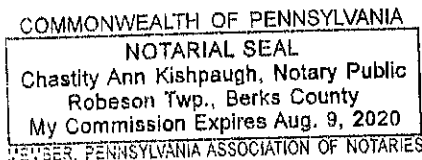


EXHIBIT A
Unit Number – Lot 52

The Convertible Real Estate which is the subject of this Exhibit A consists of all that real estate which is designated as including Unit 52, for a total of one additional (1) additional Unit, at the location shown on the Lot 52 Unit Plan attached hereto as Exhibit B, together with all Common Elements and Limited Common Elements contained therein or allocated thereto as shown on said Lot 52 Unit Plan.

Lot 52 – 119 Marshall Boulevard, State College, PA 16803

EXHIBIT B

Lot 52 Unit Plan

DESIGN INFO:

HOUSE S.F. = 1,533 S.F.
GARAGE S.F. = 440 S.F.
TOTAL BLDG. COVERAGE = 1,973 S.F.
LOT AREA = 7,782 S.F.
LOT FRONTAGE = 87.12'

NOTE:

Information depicted hereon is based on a plan prepared by
PennTerra Engineering Inc., titled The Village of Nittany Glen, Phase I,
last revised on March 15, 2005.

LOT 52

LOT 53

OVERHEAD ELECTRIC LINE

FG-09.5

5' SIDE SETBACK

63.17'

FG-11.5

5' REAR SETBACK

FG-11.5

SLAB-1111.98

52

FG-10.3

138.49'

ARC-87.12

MARSHALL
BOULEVARD

20' FRONT SETBACK

FG-11.0

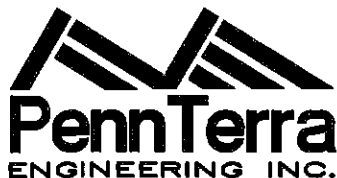
FG-11.5

5' SIDE SETBACK

FG-11.3

FG-10.31

95.61'



3075 ENTERPRISE DRIVE
STATE COLLEGE, PA 16801

Ph: 814-231-8285
Fax: 814-237-2308
www.PennTerra.com

PREPARED FOR
THE MCKEE GROUP
900 WEST SPROUL ROAD
SUITE 301
SPRINGFIELD, PA 19064
OFFICE: 610-604-9600
FAX: 610-326-5023

THE VILLAGE OF NITTANY GLEN
BENNER TOWNSHIP * CENTRE COUNTY * PENNSYLVANIA

PLOT PLAN LOT 52

Scale: 1"=20'

JANUARY 21, 2019

144 of 218

EXHIBIT C

COMMON ELEMENTS AND COMMON EXPENSES
PERCENTAGES

The Common Expense Percentage interests for the Existing Units and the Units in the Community created pursuant hereto, as identified on Exhibit A and Exhibit B hereto, as of the date hereof is equal to 1.14%, based upon the total number of Units heretofore constructed and conveyed to a third party as of the date hereof, being a total of eighty-eight (88) units. Thereafter, such per Unit Common Expense Percentage amount shall be further amended and adjusted automatically after a residence is constructed on a Unit, effective upon the date of conveyance of such Unit to a third party other than the Special Declarant, to be equal to that number, expressed as a percentage, obtained by dividing the sum of 100 by the total number of Units then conveyed.

PREPARED BY/RETURN TO:
William F. Colby, Jr., Esquire
Barley Snyder LLP
50 North Fifth Street
Second Floor
Reading, Pa 19601



R 02249-0178 Apr 27, 2020
VILLAGE OF NITTANY GLEN
VILLAGE OF NITTANY GLEN

04-27-2020
09:30:57

AMEN 9 pgs

RECORDED OF DEEDS

UPI# 12-4-34A

**SUPPLEMENTAL AMENDMENT TO DECLARATION OF CONDOMINIUM
VILLAGE OF NITTANY GLEN, A CONDOMINIUM**

THIS SUPPLEMENTAL AMENDMENT is made this 14th of APRIL, 2020, by **BERKS AT NITTANY GLEN, LLC**, a Pennsylvania limited liability company (the "**Special Declarant**").

BACKGROUND

A. Pursuant to a certain Declaration of Condominium executed by Village of Nittany Glen, L.P. ("**Declarant**"), dated October 14, 2008 and recorded on October 16, 2008 in the Office of the Recorder of Deeds in and for Centre County, Pennsylvania in Deed Book 2022, page 192 as amended by that certain Amendment to Declaration of Condominium dated October 9, 2015 and recorded on October 12, 2015 in the Office of the Recorder of Deeds in and for Centre County, Pennsylvania (collectively the "**Declaration**"). Declarant submitted to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. §3101 *et seq.* (the "**Act**"), certain real estate described in Exhibit "A" to the Declaration (the "**Property**"), and created a flexible condominium known as the "Village of Nittany Glen Condominium" (the "**Condominium**").

B. Pursuant to Article X of the Declaration, Declarant reserved an option to convert into Units, Limited Common Elements, or both, all or portions of the "Convertible Real Estate" described in the Declaration (that Convertible Real Estate so converted hereinafter defined as the "**Converted Real Estate**").

C. Declarant has previously filed that certain Supplemental Amendment to the Declaration of Condominium regarding the creation of Units and Limited Common Elements in the Convertible Real Estate dated October 12, 2015, and recorded October 16, 2015 in the office for the Recorder of Deeds in and for Centre County, Pennsylvania at Book 2170 Page 595 (the "**First Supplemental Declaration**"), that certain Supplemental Amendment to the Declaration of Condominium regarding the creation of Units and Limited Common Elements in the Convertible Real Estate dated February 17, 2017, and recorded February 21, 2017, in the office for the Recorder of Deeds in and for Centre County, Pennsylvania at Book 2194 Page 998 (the "**Second Supplemental Declaration**"), that certain Supplemental Amendment to Declaration of Condominium regarding the creation of Units and Limited Common Elements in the Convertible Real Estate dated October 10, 2018, and recorded October 15, 2018, in the office for the Recorder of Deeds in and for Centre County, Pennsylvania at Record Book 2223, Page 0603 (the "**Third Supplemental Declaration**"), and that certain Supplemental Amendment to Declaration of Condominium regarding the creation of a Unit and Limited Common Elements in the

9-3
30.50
Penn Berks

Convertible Real Estate dated January 21, 2019, and recorded January 24, 2019, in the office for the Recorder of Deeds in and for Centre County, Pennsylvania at Record Book 2227, Page 0904 (the "**Fourth Supplemental Declaration**").

D. By that certain Assignment of Special Declarant Rights dated December 28, 2017, and recorded January 3, 2018 in the office for the Recorder of Deeds in and for Centre County, Pennsylvania in Book 2210 Page 155 (the "**SDR Assignment**"), the Declarant assigned to Special Declarant all of its rights to exercise the declarant rights specified in the Declaration to declare the conversion of the Convertible Real Estate and to create Units therein, under and subject to all of the terms and conditions of the Declaration, as previously amended.

E. Special Declarant now files this Supplemental Declaration regarding the creation of Units and Limited Common Elements in the Convertible Real Estate described in Exhibit A and Exhibit B attached hereto.

F. All capitalized terms used herein which are not defined herein shall have the meanings specified in Section 1.02 of the Declaration.

NOW, THEREFORE, pursuant to the SDR Assignment, the provisions of Section 10.06 of the Declaration and of §3211 of the Act, Special Declarant hereby declares the conversion of Convertible Real Estate, including Units and Limited Common Elements, effective on and as of the date hereof, and that the Declaration is hereby amended as follows:

1. The term "**Plan**" as defined in Section 4.01(s) of the Declaration shall henceforth mean the Plat Plans attached to the Declaration, as modified by the Condominium Plat Plans attached hereto as Exhibit A and Exhibit B and made a part hereof. Portions of the Property within which Special Declarant is hereby exercising its special declarant rights are referred to herein as the "**Converted Real Estate**."

2. The Special Declarant hereby declares the creation of Units and associated Limited Common Elements and Common Elements as set forth on the plats and plans attached hereto as Exhibit A (the "**21 Unit Plat**"), which identifies Converted Real Estate consisting of twenty-one (21) Units pursuant to that certain Final Land Development Plan by Penn Terra Engineering Inc. dated March 5, 2019 and recorded in the Office of the Recorder of Deeds in and for Centre County, Pennsylvania at Plan Book 00095, Page 0017 (the "**21 Unit Plan**"), and within which such Units are hereby declared as are set forth in Exhibit A. The Unit boundaries for the Units declared hereby are hereby amended from that set forth under Section 3.02 of the Declaration, pursuant to the special declarant rights set forth in the Declaration and pursuant to Section 10.01(e), pursuant to which the Special Declarant has the right to define and relocate boundaries between Units owned by the Special Declarant.

3. The Special Declarant hereby declares the creation of Units and associated Limited Common Elements and Common Elements as set forth in that certain plat attached hereto as Exhibit B, which identifies Converted Real Estate consisting of a maximum total number of Units (in addition to those existing Units as of the date prior hereto), and the 21 Units created hereby, of three hundred twenty three (323) Units as set forth on the Plats and Plans attached hereto (the "**Future Expansion Plat**") and within which such Units are hereby

declared as are set forth in Exhibit B, and as to which Special Declarant expressly reserves the right to amend and specify further the exact numbers, locations and boundaries of Units, and the location and type of Common Elements and Limited Common Elements therein, as future phases of land development plans are approved by the Township of Benner and County of Centre.

4. Each Unit located within the Converted Real Estate shall have the identifying number (in accordance with §3211 of the Act) assigned to it as shown on Exhibit A hereto.

5. In accordance with Section 9.03 of the Declaration, the Percentage Interest Appurtenant to each Unit which is a part of the Condominium, including the Units located in the Converted Real Estate, shall henceforth be as set forth in Exhibit C attached hereto and made a part hereof. Unless waived by Special Declarant, no Unit shall be subject to an assessment pursuant to Section 6.01(a) until it has been granted a certificate of occupancy and conveyed by Special Declarant to a third party.

6. In accordance with Section 5.03 of the Declaration, each Unit in the Condominium shall have one vote in the Condominium Association.

7. To the extent inconsistent with the provisions of any other section of the Declaration, or prior supplemental amendment, this Supplemental Declaration and the provisions hereof shall be deemed controlling. Except as specifically amended hereby, the Declaration remains in full force and effect in accordance with its terms.

(Signature Page Follows)

IN WITNESS WHEREOF, the Special Declarant has executed this Supplemental Amendment the day and year above written.

BERKS AT NITTANY GLEN, LLC
a Pennsylvania limited liability company

By: [Signature]
Name: J. LaVern Horning
Title: Manager

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF Berks :

On this, the 14th day of April, 201~~9~~²⁰, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared J. LaVern Horning who acknowledged himself to be the Manager of Berks at Nittany Glen, LLC, who I am satisfied is the person who signed the within Supplemental Amendment to Declaration of Condominium, and who acknowledged that being validly authorized to do so he executed same as such officer on behalf of the limited liability company for the purposes therein contained.

WITNESS my hand and seal the day and year aforesaid.

Chastity Ann Kishpaugh
Notary Public

My Commission Expires: Aug. 9, 2020

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Chastity Ann Kishpaugh, Notary Public
Robeson Twp., Berks County
My Commission Expires Aug. 9, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

EXHIBIT A

The 21 Unit Plat

The Convertible Real Estate which is the subject of this Exhibit A consists of all real estate which is designated as including (and their Unit numbers pursuant to Section 3211 of the Act hereby are) the Unit(s) with the Unit numbers and addresses hereinafter set forth, for a total of twenty-one (21) additional Units, at the locations shown on the Condominium Declaration Plats and Plans attached hereto, together with all Common Elements and Limited Common Elements contained therein or allocated thereto as shown on said Plats and Plans:

- Lot 67 134 Fultons Run Road
- Lot 68 273 Fawn Valley Road
- Lot 69 279 Fawn Valley Road
- Lot 70 285 Fawn Valley Road
- Lot 71 291 Fawn Valley Road
- Lot 72 297 Fawn Valley Road
- Lot 73 303 Fawn Valley Road
- Lot 74 309 Fawn Valley Road
- Lot 173 127 Fultons Run Road
- Lot 174 119 Fultons Run Road
- Lot 175 111 Fultons Run Road
- Lot 176 103 Fultons Run Road
- Lot 177 110 Fultons Run Road
- Lot 178 118 Fultons Run Road
- Lot 179 126 Fultons Run Road
- Lot 180 274 Fawn Valley Road
- Lot 181 280 Fawn Valley Road
- Lot 182 286 Fawn Valley Road
- Lot 183 292 Fawn Valley Road
- Lot 184 298 Fawn Valley Road
- Lot 185 304 Fawn Valley Road

EXHIBIT B

The Future Expansion Plat

The Convertible Real Estate which is the subject of Exhibit B consists of all real estate which is designated as including and their Unit numbers pursuant to Section 3211 of the Act hereby are Unit(s) 152 through Unit 167 (16 Units), Unit(s) 401 A&B through 414 Unit(s) A&B (28 Units), Unit(s) 415 through Unit 472 (58 Units), Unit(s) 601 through Unit 645 (45 Units), Unit(s) 701 through Unit 735 (35 Units), inclusive, for a total of one hundred and eighty two (182) additional Units (in addition to those existing as of the date prior hereto and the twenty-one (21) Units created hereby), at the locations shown on the Condominium Declaration Plat and Plan attached hereto, together with all Common Elements and Limited Common Elements contained therein or allocated thereto as shown on said plat and plan, as same may be amended. It is the intention of the Special Declarant that all property within which additional Units may be created within the Condominium is hereby declared as the Converted Real Estate described in the Future Expansion Plat, whether or not particularly identified or described therein, and Special Declarant reserves the right to amend the Future Expansion Plat to include such property, up to the maximum permitted number of Units under the Declaration pursuant to Section 3.01 thereof.

Special Declarant expressly reserves the right to amend and specify further the exact numbers of Units; the identifying number within a given plat for each Unit, which may or may not be in sequence with the identifying numbers of the Units previously declared; the types, locations and boundaries of Units; the addresses of such Units; and the location and type of Common Elements and Limited Common Elements therein, as future phases of land development plans are approved by the Township of Benner and County of Centre.


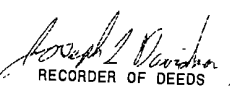
EXHIBIT C

COMMON ELEMENTS AND COMMON EXPENSES PERCENTAGES

The Common Expense Percentage interests for the Existing Units and the Units in the Community created pursuant hereto, as identified on Exhibit A and Exhibit B hereto, as of the date hereof is equal to 0.84%, based upon the total number of Units heretofore constructed and conveyed to a third party as of the date hereof, being a total of one-hundred nineteen (119) units. Thereafter, such per Unit Common Expense Percentage amount shall be further amended and adjusted automatically after a residence is constructed on a Unit, effective upon the date of conveyance of such Unit to a third party other than the Special Declarant, to be equal to that number, expressed as a percentage, obtained by dividing the sum of 100 by the number of Units then declared and conveyed.

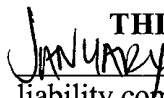
14-3
30.92
PennRecy

PREPARED BY/RETURN TO:
William F. Colby, Jr., Esquire
Barley Snyder LLP
50 North Fifth Street
Second Floor
Reading, Pa 19601

 R 02265-0237 Jan 19, 2021
BERKS AT NITTANY GLEN LLC
BERKS AT NITTANY GLEN LLC
01-19-2021
15:32:44
AMEN 14 pgs

RECORDER OF DEEDS

UPI# 12-4-34A

**SUPPLEMENTAL AMENDMENT TO DECLARATION OF CONDOMINIUM
VILLAGE OF NITTANY GLEN, A CONDOMINIUM**

 **THIS SUPPLEMENTAL AMENDMENT** is made this 12th of JANUARY, 2021, by **BERKS AT NITTANY GLEN, LLC**, a Pennsylvania limited liability company (the “**Special Declarant**”).

BACKGROUND

A. Pursuant to a certain Declaration of Condominium executed by Village of Nittany Glen, L.P. (“**Declarant**”), dated October 14, 2008 and recorded on October 16, 2008 in the Office of the Recorder of Deeds in and for Centre County, Pennsylvania in Deed Book 2022, page 192 as amended by that certain Amendment to Declaration of Condominium dated October 9, 2015 and recorded on October 12, 2015 in the Office of the Recorder of Deeds in and for Centre County, Pennsylvania (collectively the “**Declaration**”). Declarant submitted to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. §3101 et seq. (the “**Act**”), certain real estate described in Exhibit “A” to the Declaration (the “**Property**”), and created a flexible condominium known as the “Village of Nittany Glen Condominium” (the “**Condominium**”).

B. Pursuant to Article X of the Declaration, Declarant reserved an option to convert into Units, Limited Common Elements, or both, all or portions of the “Convertible Real Estate” described in the Declaration (that Convertible Real Estate so converted hereinafter defined as the “**Converted Real Estate**”).

C. Declarant has previously filed that certain Supplemental Amendment to the Declaration of Condominium regarding the creation of Units and Limited Common Elements in the Convertible Real Estate dated October 12, 2015, and recorded October 16, 2015 in the office for the Recorder of Deeds in and for Centre County, Pennsylvania at Book 2170 Page 595 (the “**First Supplemental Declaration**”), that certain Supplemental Amendment to the Declaration of Condominium regarding the creation of Units and Limited Common Elements in the Convertible Real Estate dated February 17, 2017, and recorded February 21, 2017, in the office for the Recorder of Deeds in and for Centre County, Pennsylvania at Book 2194 Page 998 (the “**Second Supplemental Declaration**”), that certain Supplemental Amendment to Declaration of Condominium regarding the creation of Units and Limited Common Elements in the Convertible

Real Estate dated October 10, 2018, and recorded October 15, 2018, in the office for the Recorder of Deeds in and for Centre County, Pennsylvania at Record Book 2223, Page 0603 (the "**Third Supplemental Declaration**"), that certain Supplemental Amendment to Declaration of Condominium regarding the creation of a Unit and Limited Common Elements in the Convertible Real Estate dated January 21, 2019, and recorded January 24, 2019, in the office for the Recorder of Deeds in and for Centre County, Pennsylvania at Record Book 2227, Page 0904 (the "**Fourth Supplemental Declaration**"), and that certain Supplemental Amendment to Declaration of Condominium regarding the creation of Units and Limited Common Elements in the Convertible Real Estate dated April 14, 2020 and recorded April 27, 2020, in the office for the Recorder of Deeds in and for Centre County, Pennsylvania at Record Book 2249, Page 0178 (the "**Fifth Supplemental Declaration**").

D. By that certain Assignment of Special Declarant Rights dated December 28, 2017, and recorded January 3, 2018 in the office for the Recorder of Deeds in and for Centre County, Pennsylvania in Book 2210 Page 155 (the "**SDR Assignment**"), the Declarant assigned to Special Declarant all of its rights to exercise the declarant rights specified in the Declaration to declare the conversion of the Convertible Real Estate and to create Units therein, under and subject to all of the terms and conditions of the Declaration, as previously amended.

E. Special Declarant now files this Supplemental Declaration regarding the creation of Units and Limited Common Elements in the Convertible Real Estate described in Exhibit A and Exhibit B attached hereto.

F. All capitalized terms used herein which are not defined herein shall have the meanings specified in Section 1.02 of the Declaration.

NOW, THEREFORE, pursuant to the SDR Assignment, the provisions of Section 10.06 of the Declaration and of §3211 of the Act, Special Declarant hereby declares the conversion of Convertible Real Estate, including Units and Limited Common Elements, effective on and as of the date hereof, and that the Declaration is hereby amended as follows:

1. The term "**Plan**" as defined in Section 4.01(s) of the Declaration shall henceforth mean the Plat Plans attached to the Declaration, as modified by the Condominium Plat Plans attached hereto as Exhibit A and Exhibit B and made a part hereof. Portions of the Property within which Special Declarant is hereby exercising its special declarant rights are referred to herein as the "**Converted Real Estate**."

2. The Special Declarant hereby declares the creation of Units and associated Limited Common Elements and Common Elements as set forth on the plats and plans attached hereto as Exhibit A (the "**Phase IV Plat**"), which identifies Converted Real Estate consisting of eighty-six (86) Units pursuant to that certain Final Land Development Plan by Penn Terra Engineering Inc. dated December 4, 2019 and recorded in the Office of the Recorder of Deeds in and for Centre County, Pennsylvania at Plan Book 00096, Page 0025 (the "**Phase IV Unit Plan**"), and within which such Units are hereby declared as are set forth in Exhibit A. The Unit boundaries for the Units declared hereby are hereby amended from that set forth under Section 3.02 of the Declaration, pursuant to the special declarant rights set forth in the Declaration and

pursuant to Section 10.01(e), pursuant to which the Special Declarant has the right to define and relocate boundaries between Units owned by the Special Declarant.

3. The Special Declarant hereby declares the creation of Units and associated Limited Common Elements and Common Elements as set forth in that certain plat attached hereto as Exhibit B, which identifies Converted Real Estate consisting of a maximum total number of Units (in addition to those existing Units as of the date prior hereto), and the 86 Units created hereby, of three-hundred and twenty three (323) Units as set forth on the Plats and Plans attached hereto (the “**Future Expansion Plat**”) and within which such Units are hereby declared as are set forth in Exhibit B, and as to which Special Declarant expressly reserves the right to amend and specify further the exact numbers, locations and boundaries of Units, and the location and type of Common Elements and Limited Common Elements therein, as future phases of land development plans are approved by the Township of Benner and County of Centre.

4. Each Unit located within the Converted Real Estate shall have the identifying number (in accordance with §3211 of the Act) assigned to it as shown on Exhibit A hereto.

5. In accordance with Section 9.03 of the Declaration, the Percentage Interest Appurtenant to each Unit which is a part of the Condominium, including the Units located in the Converted Real Estate, shall henceforth be as set forth in Exhibit C attached hereto and made a part hereof. Unless waived by Special Declarant, no Unit shall be subject to an assessment pursuant to Section 6.01(a) until it has been granted a certificate of occupancy and conveyed by Special Declarant to a third party.

6. In accordance with Section 5.03 of the Declaration, each Unit in the Condominium shall have one vote in the Condominium Association.

7. To the extent inconsistent with the provisions of any other section of the Declaration, or prior supplemental amendment, this Supplemental Declaration and the provisions hereof shall be deemed controlling. Except as specifically amended hereby, the Declaration remains in full force and effect in accordance with its terms.

(Signature Page Follows)

IN WITNESS WHEREOF, the Special Declarant has executed this Supplemental Amendment the day and year above written.

BERKS AT NITTANY GLEN, LLC
a Pennsylvania limited liability company

By: [Signature]
Name: J. LaVern Horning
Title: Chief Executive Officer

COMMONWEALTH OF PENNSYLVANIA

:

SS

COUNTY OF BERKS

:

On this, the 12th day of JANUARY, 2021, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared J. LaVern Horning who acknowledged himself to be the Chief Executive Officer of Berks at Nittany Glen, LLC, who I am satisfied is the person who signed the within Supplemental Amendment to Declaration of Condominium, and who acknowledged that being validly authorized to do so he executed same as such officer on behalf of the limited liability company for the purposes therein contained.

WITNESS my hand and seal the day and year aforesaid.

[Signature]
Notary Public

My Commission Expires:

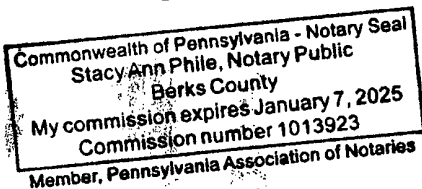


EXHIBIT A
The Phase IV Unit Plan

The Convertible Real Estate which is the subject of this Exhibit A consists of all that real estate which is designated as including (and their Unit numbers pursuant to Section 3211 of the Act hereby are) the Unit(s) with the Unit numbers and addresses hereinafter set forth, for a total of eighty-six (86) additional Units, at the locations shown on the Condominium Declaration Plats and Plans attached hereto, together with all Common Elements and Limited Common Elements contained therein or allocated thereto as shown on said Plats and Plans:

	<u>Lot #</u>	<u>Address</u>
1.	401A	103 Thompson St., State College, PA 16803
2.	401B	105 Thompson St., State College, PA 16803
3.	402A	113 Thompson St., State College, PA 16803
4.	402B	115 Thompson St., State College, PA 16803
5.	403A	123 Thompson St., State College, PA 16803
6.	403B	125 Thompson St., State College, PA 16803
7.	404A	133 Thompson St., State College, PA 16803
8.	404B	135 Thompson St., State College, PA 16803
9.	405A	143 Thompson St., State College, PA 16803
10.	405B	145 Thompson St., State College, PA 16803
11.	406A	153 Thompson St., State College, PA 16803
12.	406B	158 Thompson St., State College, PA 16803
13.	407A	136 Acer Avenue, State College, PA 16803
14.	407B	134 Acer Avenue, State College, PA 16803
15.	408A	126 Acer Avenue, State College, PA 16803
16.	408B	124 Acer Avenue, State College, PA 16803
17.	409A	116 Acer Avenue, State College, PA 16803
18.	409B	114 Acer Avenue, State College, PA 16803
19.	410A	106 Acer Avenue, State College, PA 16803
20.	410B	105 Acer Avenue, State College, PA 16803
21.	411A	124 Acer Avenue, State College, PA 16803
22.	411B	122 Acer Avenue, State College, PA 16803
23.	412A	142 Acer Avenue, State College, PA 16803
24.	412B	140 Acer Avenue, State College, PA 16803
25.	413A	136 Acer Avenue, State College, PA 16803
26.	413B	152 Acer Avenue, State College, PA 16803
27.	414A	162 Acer Avenue, State College, PA 16803
28.	414B	164 Acer Avenue, State College, PA 16803
29.	415A	620 Fawn Valley Rd., State College, PA 16803
30.	416A	614 Fawn Valley Rd., State College, PA 16803
31.	417A	608 Fawn Valley Rd., State College, PA 16803

32.	418A	602 Fawn Valley Rd., State College, PA 16803
33.	419A	596 Fawn Valley Rd., State College, PA 16803
34.	420	590 Fawn Valley Rd., State College, PA 16803
35.	421	584 Fawn Valley Rd., State College, PA 16803
36.	422	578 Fawn Valley Rd., State College, PA 16803
37.	423	572 Fawn Valley Rd., State College, PA 16803
38.	424	562 Fawn Valley Rd., State College, PA 16803
39.	425	556 Fawn Valley Rd., State College, PA 16803
40.	426	550 Fawn Valley Rd., State College, PA 16803
41.	427	544 Fawn Valley Rd., State College, PA 16803
42.	428	520 Fawn Valley Rd., State College, PA 16803
43.	429	504 Fawn Valley Rd., State College, PA 16803
44.	430	478 Fawn Valley Rd., State College, PA 16803
45.	431	472 Fawn Valley Rd., State College, PA 16803
46.	432	466 Fawn Valley Rd., State College, PA 16803
47.	433	460 Fawn Valley Rd., State College, PA 16803
48.	434	448 Fawn Valley Rd., State College, PA 16803
49.	435	442 Fawn Valley Rd., State College, PA 16803
50.	436	436 Fawn Valley Rd., State College, PA 16803
51.	437	430 Fawn Valley Rd., State College, PA 16803
52.	438	424 Fawn Valley Rd., State College, PA 16803
53.	439	418 Fawn Valley Rd., State College, PA 16803
54.	440	412 Fawn Valley Rd., State College, PA 16803
55.	441	406 Fawn Valley Rd., State College, PA 16803
56.	442	400 Fawn Valley Rd., State College, PA 16803
57.	443	423 Fawn Valley Rd., State College, PA 16803
58.	444	429 Fawn Valley Rd., State College, PA 16803
59.	445	435 Fawn Valley Rd., State College, PA 16803
60.	446	441 Fawn Valley Rd., State College, PA 16803
61.	447	447 Fawn Valley Rd., State College, PA 16803
62.	448	453 Fawn Valley Rd., State College, PA 16803
63.	449	461 Fawn Valley Rd., State College, PA 16803
64.	450	467 Fawn Valley Rd., State College, PA 16803
65.	451	473 Fawn Valley Rd., State College, PA 16803
66.	452	479 Fawn Valley Rd., State College, PA 16803
67.	453	487 Fawn Valley Rd., State College, PA 16803
68.	454	495 Fawn Valley Rd., State College, PA 16803
69.	455	503 Fawn Valley Rd., State College, PA 16803
70.	456	511 Fawn Valley Rd., State College, PA 16803
71.	457	519 Fawn Valley Rd., State College, PA 16803
72.	458	527 Fawn Valley Rd., State College, PA 16803
73.	459	535 Fawn Valley Rd., State College, PA 16803
74.	460	543 Fawn Valley Rd., State College, PA 16803
75.	461	549 Fawn Valley Rd., State College, PA 16803
76.	462	555 Fawn Valley Rd., State College, PA 16803

77.	463	561 Fawn Valley Rd., State College, PA 16803
78.	464	567 Fawn Valley Rd., State College, PA 16803
79.	465	573 Fawn Valley Rd., State College, PA 16803
80.	466	579 Fawn Valley Rd., State College, PA 16803
81.	467	585 Fawn Valley Rd., State College, PA 16803
82.	468	591 Fawn Valley Rd., State College, PA 16803
83.	469	603 Fawn Valley Rd., State College, PA 16803
84.	470	609 Fawn Valley Rd., State College, PA 16803
85.	471	615 Fawn Valley Rd., State College, PA 16803
86.	472	621 Fawn Valley Rd., State College, PA 16803

LIST OF TO-BE-BUILT FEATURES

- Bituminous Roadway w/ Concrete Curbing
- Water Main w/ Hydrant
- Sewer Main w/ Manhole
- Sanitary Sewer Lateral to the Clean-out
- Water Service Lateral to the Curb Box
- Transformer Bases and Pedestals for Phone & Cable
- Dark-to-Dawn Street Lamp
- Existing Concrete Surface
- PROPOSED CONCRETE SIDEWALK
- PROPOSED 8" SDR-35 PVC SANITARY SEWER W/ MANHOLE
- PROPOSED UNDERGROUND UTILITIES (ELECTRIC, PHONE, CABLE)
- PROPOSED 8" C-900 WATER MAIN W/ VALVE
- PROPOSED 3/4" P.E. WATER SERVICE LATERAL W/ CURB BOX
- PROPOSED 8" PVC SANITARY SEWER LATERAL
- PROPOSED BLOW-OFF VALVE
- PROPOSED STORM SEWER W/ INLET
- BUILDING SETBACK LINE
- EASEMENT LINE
- ROADWAY CENTER LINE



UNIT, UNIT DRIVEWAY & UNIT NUMBER

CONDOMINIUM LEGEND



12-4-10K
Kempner & Stigler
Record Book 2125, Page 587
Plot Book 94, Page 175

12-4-151
David L. & Nancy R. Albright
Record Book 2196, Page 629

CERTIFICATION

The undersigned hereby certifies that this plot, together with all of the prior plots and land development plans filed with and approved by Centre County with respect to the Village of Nittany Glen Condominium, which are incorporated by reference herein, contains all of the information required by Section 2203 of the Pennsylvania Uniform Condominium Act.

PennTerra Engineering, Inc.
Olad Stafford, P.E.



SEE SHEETS A.2-A.4 FOR
PROPERTY INFORMATION

STORMWATER BASINS 1-A & 1-B

Olaf Stafford
Record Book 2222, Page 641
Plot Book 93, Page 88



**PennTerra
ENGINEERING INC.**
CENTRAL, PENNSYLVANIA
REGION OFFICE:
3075 ENTERPRISE DRIVE
SUITE 100
STATE COLLEGE, PA 16801
PH: 814-231-0205
FAX: 814-231-2308

**LANCASTER
REGION OFFICE:**
5004 D ABEL DRIVE
COLUMBIA, PA 17512
PH: 717-522-5031
FAX: 717-522-0586

WWW.PENNTERRA.COM

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Designer: JPH
Draftsman: JPH
Project Manager: JPH
Survey: MLD
Printer: CL
Book: 432 Pg. 88-91
Date: 1/18/2020
Drawn by: JPH
App: 1/18/2020

THE VILLAGE OF
NITTANY GLEN,
A CONDOMINIUM

RENDER TOWNSHIP
CENTRE COUNTY
PENNSYLVANIA

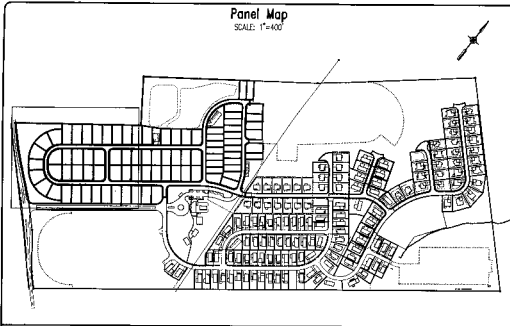
CONDOMINIUM
DECLARATION PLAT
PLAN

EXHIBIT 'A'
86 UNIT PLAT

PROJECT NO.
04217-BH

DATE
JANUARY 18, 2020

SCALE
1" = 60'
A.1



CERTIFICATION

The undersigned hereby certifies that this plat, together with all of the prior plats and land development plans filed with and approved by Centre County with respect to the Village of Nittany Glen Condominium, which are incorporated by reference herein, contains all of the information required by Section 3202 of the Pennsylvania Uniform Condominium Act.

Chad Dan El Stafford
PennTerra Engineering, Inc.
Chad Stafford, P.E.



BEFORE ME, my authority in PENNSYLVANIA, I CALL 1-800-242-1776. NON-MEMBERS MUST BE CONTACTED DIRECTLY.

PennTerra Engineering, Inc.
CENTRAL PENNSYLVANIA REGION OFFICE:
SUITE 100
STATE COLLEGE, PA 16801
PH: 814-237-8285
FAX: 814-237-2308

LANCASTER REGION OFFICE:
2004 B ADEL DRIVE
COLLEEN, PA 17532
PH: 717-522-5031
FAX: 717-522-5046

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Designer: JBL
Draftsman: JBL
Project Manager: JBL
Surveyor: JBL
Printer: JBL
Book: 42, Pg. 68-74
Date: 1/18/2020
Acad: 00217-01-001-001

THE VILLAGE OF
NITTANY GLEN,
A CONDOMINIUM

BANNER TOWNSHIP
CENTRE COUNTY
PENNSYLVANIA

CONDOMINIUM
DECLARATION PLAT
PLAN

EXHIBIT 'A'
86 UNIT PLAT

PROJECT NO.
04217-BH

DATE
JANUARY 18, 2020

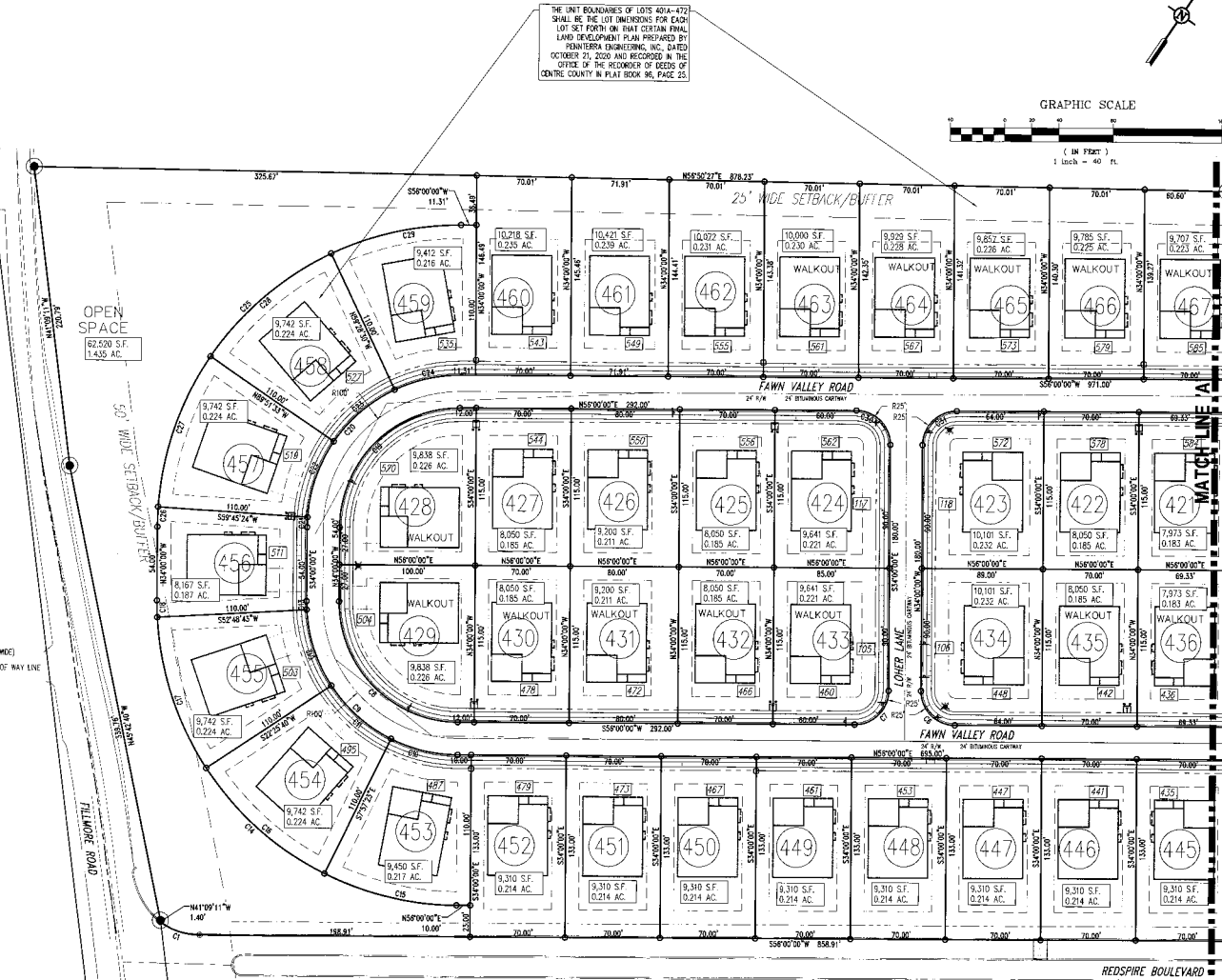
SCALE
1" = 40'
A.2

Page 9

PROPERTY CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD	CHORD DIRECTION	DELTA	TANGENT
C1	50.00'	30.67'	30.19'	S 73° 34' 21" W	35° 08' 53"	15.84'
C2	25.00'	39.27'	35.36'	N 79° 00' 00" W	90° 00' 00"	25.00'
C7	25.00'	39.27'	35.36'	S 11° 00' 00" W	90° 00' 00"	25.00'
C8	88.00'	136.23'	124.45'	N 79° 00' 00" W	90° 00' 00"	88.00'
C9	112.00'	175.93'	158.39'	S 79° 00' 00" E	90° 00' 00"	112.00'
C10	112.00'	50.91'	50.41'	N 59° 01' 16" E	26° 02' 37"	25.90'
C11	112.00'	50.91'	50.70'	S 82° 45' 52" E	30° 23' 03"	30.41'
C17	112.00'	50.91'	50.70'	S 52° 22' 49" E	30° 23' 03"	30.41'
C13	112.00'	6.23'	6.23'	S 35° 35' 30" E	31° 11' 7"	3.12'
C14	222.00'	548.72'	313.96'	S 79° 00' 00" E	90° 00' 00"	222.00'
C15	222.00'	100.91'	100.04'	S 69° 01' 18" W	28° 02' 37"	51.34'
C16	222.00'	117.73'	116.35'	N 82° 45' 52" W	30° 23' 03"	60.28'
C17	222.00'	117.73'	116.35'	N 52° 22' 49" W	30° 23' 03"	60.28'
C18	222.00'	12.35'	12.35'	N 34° 35' 39" W	31° 11' 7"	6.18'
C19	88.00'	136.23'	124.45'	N 11° 00' 00" E	90° 00' 00"	88.00'
C20	112.00'	175.93'	158.39'	S 11° 00' 00" W	90° 00' 00"	112.00'
C21	112.00'	7.34'	7.34'	S 52° 07' 18" E	3° 45' 24"	3.67'
C22	112.00'	56.34'	56.70'	S 15° 03' 04" E	30° 23' 03"	30.41'
C23	112.00'	56.34'	56.70'	S 15° 15' 59" W	30° 23' 03"	30.41'
C24	112.00'	49.90'	49.30'	S 43° 15' 45" W	25° 28' 30"	25.32'
C25	222.00'	548.72'	313.96'	S 11° 00' 00" W	90° 00' 00"	222.00'
C26	222.00'	14.56'	14.55'	N 32° 07' 18" W	3° 45' 24"	7.38'
C27	222.00'	117.73'	116.35'	N 15° 03' 04" W	30° 23' 03"	60.28'
C28	222.00'	117.73'	116.35'	N 15° 15' 59" E	30° 23' 03"	60.28'
C29	222.00'	98.71'	97.90'	N 43° 15' 45" E	25° 28' 30"	50.18'
C30	25.00'	39.27'	35.36'	S 79° 00' 00" E	90° 00' 00"	25.00'
C31	35.00'	39.27'	35.36'	N 11° 00' 00" E	90° 00' 00"	25.00'

LEGEND

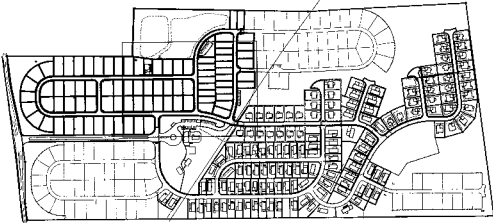
- Existing Building
- Existing Curbing
- Existing Sidewalk
- Existing Storm Sewer Inlet
- Existing Fire Hydrant
- Existing Property Corner/Flag Pole
- PROPOSED CURBING
- PROPOSED CONCRETE SIDEWALK (4' WIDE)
- PROPERTY LINE, LOT LINE OR RIGHT OF WAY LINE
- EXISTING LOT LINE
- BUILDING SETBACK LINE
- EASEMENT LINE
- ROADWAY CENTER LINE
- LOT NUMBER
- LOT ADDRESS



GRAPHIC SCALE
1" = 40' PL



Panel Map
SCALE: 1"=400'



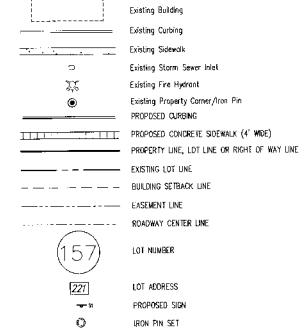
CERTIFICATION

The undersigned hereby certifies that this plan, together with all of the prior plans and land development plans filed with and approved by Berks County with respect to the Village of Nittany Glen Condominium, which are incorporated by reference herein, contains all of the information required by Section 3210 of the Pennsylvania Uniform Condominium Act.

PennTerra Engineering, Inc.
Chris Shefford, P.E.



LEGEND



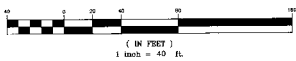
PROPERTY CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD	CHORD DIRECTION	DELTA	TANGENT
C2	50.00'	78.54'	10.71'	S 11° 00' 00" W	90°00'00"	50.00'
C3	25.00'	38.27'	55.36'	S 79° 00' 00" E	89°56'31"	25.00'
C4	25.00'	38.27'	55.36'	S 11° 00' 00" W	90°00'00"	25.00'
C32	25.00'	38.27'	55.36'	S 11° 00' 00" W	90°00'00"	25.00'
C33	25.00'	38.27'	55.36'	S 79° 00' 00" E	90°00'00"	25.00'
C36	188.00'	15.72'	15.71'	N 31° 36' 19" W	4°47'22"	7.86'
C41	1012.00'	33.43'	33.43'	N 33° 03' 14" W	15°33'53"	16.71'
C42	988.00'	32.63'	32.63'	N 33° 03' 14" W	15°33'53"	16.32'
C43	25.00'	38.44'	34.77'	N 78° 03' 14" W	88°06'27"	24.16'
C44	25.00'	40.10'	35.93'	N 11° 56' 46" E	91°53'53"	25.84'
C45	203.00'	75.00'	74.81'	S 20° 47' 31" E	16°24'53"	37.79'
C46	238.00'	168.10'	67.86'	N 22° 47' 31" W	16°24'53"	34.33'
C49	25.00'	43.00'	37.81'	S 46° 53' 21" E	88°36'31"	26.07'
C50	253.00'	11.24'	11.24'	N 82° 31' 57" E	2°32'47"	5.62'
C51	279.00'	70.01'	69.83'	S 68° 29' 54" W	14°22'41"	35.19'
C52	25.00'	40.88'	36.34'	S 29° 01' 30" W	93°13'17"	26.45'
C53	487.00'	166.91'	166.10'	S 60° 49' 07" W	19°36'15"	84.28'
C54	513.00'	115.23'	114.38'	N 69° 12' 10" E	12°52'09"	57.80'
C55	513.00'	36.64'	36.64'	S 73° 35' 28" W	4°05'24"	18.33'
C56	543.00'	78.88'	78.80'	S 67° 09' 23" W	8°46'35"	39.37'
C57	25.00'	36.32'	33.21'	N 70° 38' 57" W	8°31'58"	22.24'
C58	25.00'	39.27'	35.36'	S 11° 00' 00" W	90°00'00"	25.00'
C60	1012.00'	26.08'	26.08'	S 32° 50' 45" E	12°36'38"	13.04'
C61	1012.00'	7.35'	7.35'	S 33° 47' 31" E	0°24'57"	3.67'
C61	238.00'	16.03'	16.03'	S 32° 44' 12" E	3°51'36"	8.02'
C62	238.00'	32.46'	32.46'	S 23° 59' 43" E	12°33'24"	26.18'
C64	212.00'	3.31'	3.31'	S 33° 33' 11" E	0°53'38"	1.65'

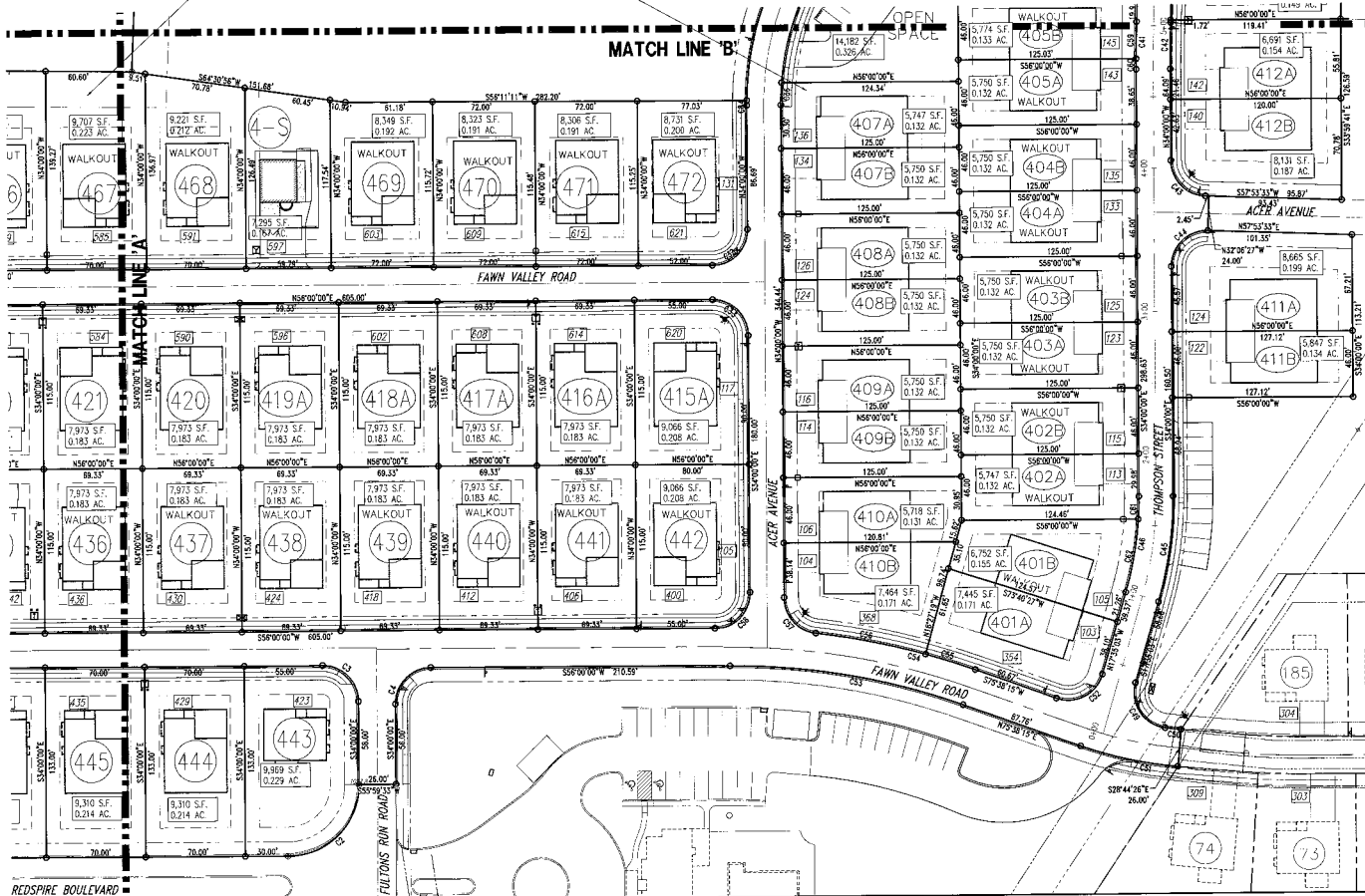


BEFORE YOU DO ANY WORK IN PENNSYLVANIA, CALL 1-800-242-1778. NON-RESIDENTS MUST BE CONTACTED DIRECTLY.

GRAPHIC SCALE



THE UNIT BOUNDARIES OF LOTS 401A-472 SHALL BE THE LOT DIMENSIONS FOR EACH LOT SET FORTH ON THIS CERTAIN FINAL LAND DEVELOPMENT PLAN PREPARED BY PENNTERRA ENGINEERING, INC., DATED OCTOBER 21, 2020 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF CENTRE COUNTY IN PLAT BOOK 96, PAGE 25.



PennTerra Engineering, Inc.
CENTRAL PENNSYLVANIA REGION OFFICE
3075 ENTERPRISE DRIVE
SUITE 100
STATE COLLEGE, PA 16801
PH: 814-231-8285
Fax: 814-231-2398

LANCASTER REGION OFFICE:
3004 D ABEL DRIVE
COLUMBIA, PA 17512
PH: 717-522-5031
Fax: 717-522-5048

WWW.PENNTERRA.COM

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Designer: JPH
Draftsman: JPH
Project Manager: CDS
Surveyor: RLD
Printer: Cx
Book: 432 Pg. 58-74
Draw: P. Penn/Terra
And: 00217 Placed: Center - AS

Date: 10/21/2020
Revised: 10/21/2020

THE VILLAGE OF NITTANY GLEN, A CONDOMINIUM

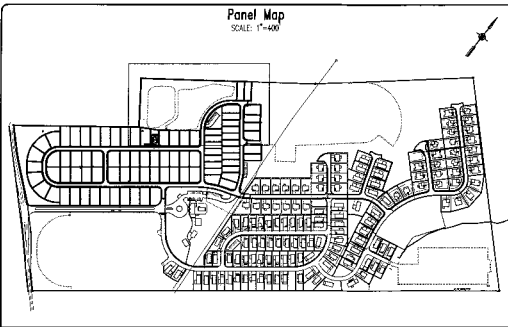
BUNKER TOWNSHIP
CENTRE COUNTY
PENNSYLVANIA

CONDOMINIUM DECLARATION PLAT PLAN

**EXHIBIT 'A'
86 UNIT PLAT**

PROJECT NO: 04217-SH
DATE: JANUARY 18, 2020
SCALE: 1" = 40'
SHEET NO: **A.3**

Page 10



CERTIFICATION

The undersigned hereby certifies that this plat, together with all of the prior plats and land development plans filed with and approved by Centre County with respect to the Village of Nittany Glen Condominium, which are incorporated by reference herein, contains all of the information required by Section 2202 of the Pennsylvania Uniform Condominium Act.

Chad Stafford

PennTerra Engineering, Inc.
Chad Stafford, P.E.



PROPERTY CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD	CHORD DIRECTION	DELTA	TANGENT
C32	25.00'	39.27'	35.36'	N 11° 00' 00" E	90°00'00"	25.00'
C34	292.00'	340.01'	304.72'	S 11° 58' 46" W	91°53'33"	219.12'
C35	188.00'	331.52'	270.23'	S 11° 58' 46" W	91°53'33"	194.31'
C36	188.00'	15.72'	15.71'	N 31° 36' 19" W	4°47'21"	7.86'
C37	188.00'	215.35'	203.77'	N 3° 38' 19" E	85°37'34"	121.23'
C38	188.00'	70.45'	70.04'	N 47° 09' 24" E	21°28'17"	35.64'
C39	25.00'	39.27'	35.36'	N 77° 06' 27" W	90°00'00"	25.00'
C40	25.00'	39.27'	35.36'	N 12° 53' 33" E	90°00'00"	25.00'
C41	1092.00'	33.43'	33.43'	N 33° 03' 14" W	1°53'33"	16.71'
C42	988.00'	32.63'	32.63'	N 33° 03' 14" W	1°53'33"	16.32'
C43	25.00'	38.44'	34.77'	N 78° 03' 14" W	89°06'27"	24.19'
C44	25.00'	40.10'	35.63'	S 11° 58' 46" W	91°53'33"	23.64'
C59	1298.94'	26.08'	26.08'	S 32° 47' 14" E	1°09'01"	13.04'
C60	330.09'	7.35'	7.35'	S 34° 00' 00" E	1°46'31"	3.67'
C64	212.00'	3.31'	3.31'	S 33° 33' 11" E	0°53'38"	1.63'
C65	212.00'	336.70'	322.41'	S 12° 23' 36" W	90°50'55"	215.73'



PennTerra Engineering Inc.

CENTRAL PENNSYLVANIA REGION OFFICE:
3075 ENTERPRISE DRIVE
SUITE 100
STATE COLLEGE, PA 16801
PH: 717-522-5531
FAX: 717-522-5508

LANCASTER REGION OFFICE:
3004 B ABEL DRIVE
COLUMBIA, PA 17512
PH: 717-522-5531
FAX: 717-522-5508

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CONSENT OF THE ENGINEER.

Owner: JPH
Developer: JPH
Project Name: CTS
Survey: RLD
Previous Dr.:
Book: 432 Pg: 58-74
Date: 11/11/2020
Scale: 1"=40'

THE VILLAGE OF
NITTANY GLEN,
A CONDOMINIUM

BENNER TOWNSHIP
CENTRE COUNTY
PENNSYLVANIA

CONDOMINIUM
DECLARATION PLAT
PLAN

EXHIBIT 'A'
86 UNIT PLAT

PROJECT NO:
04217-BH

DATE:
JANUARY 18, 2020

SCALE: 1"=40'
SHEET NO: A.4

P:\1000000000\04217-BH\04217-BH.dwg, 11/18/2020 1:30:03 PM, 1:1

- LEGEND**
- Existing Building
 - Existing Curbing
 - Existing Sidewalk
 - Existing Storm Sewer Inlet
 - Existing Fire Hydrant
 - Existing Property Corner/Iron Pin
 - PROPOSED CURBING
 - PROPOSED CONCRETE SIDEWALK (4' WIDE)
 - PROPERTY LINE, LOT LINE OR RIGHT OF WAY LINE
 - EXISTING LOT LINE
 - BUILDING SETBACK LINE
 - EASEMENT LINE
 - ROADWAY CENTER LINE
 - LOT NUMBER
 - LOT ADDRESS
 - PROPOSED SIGN
 - IRON PIN SET

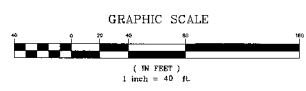
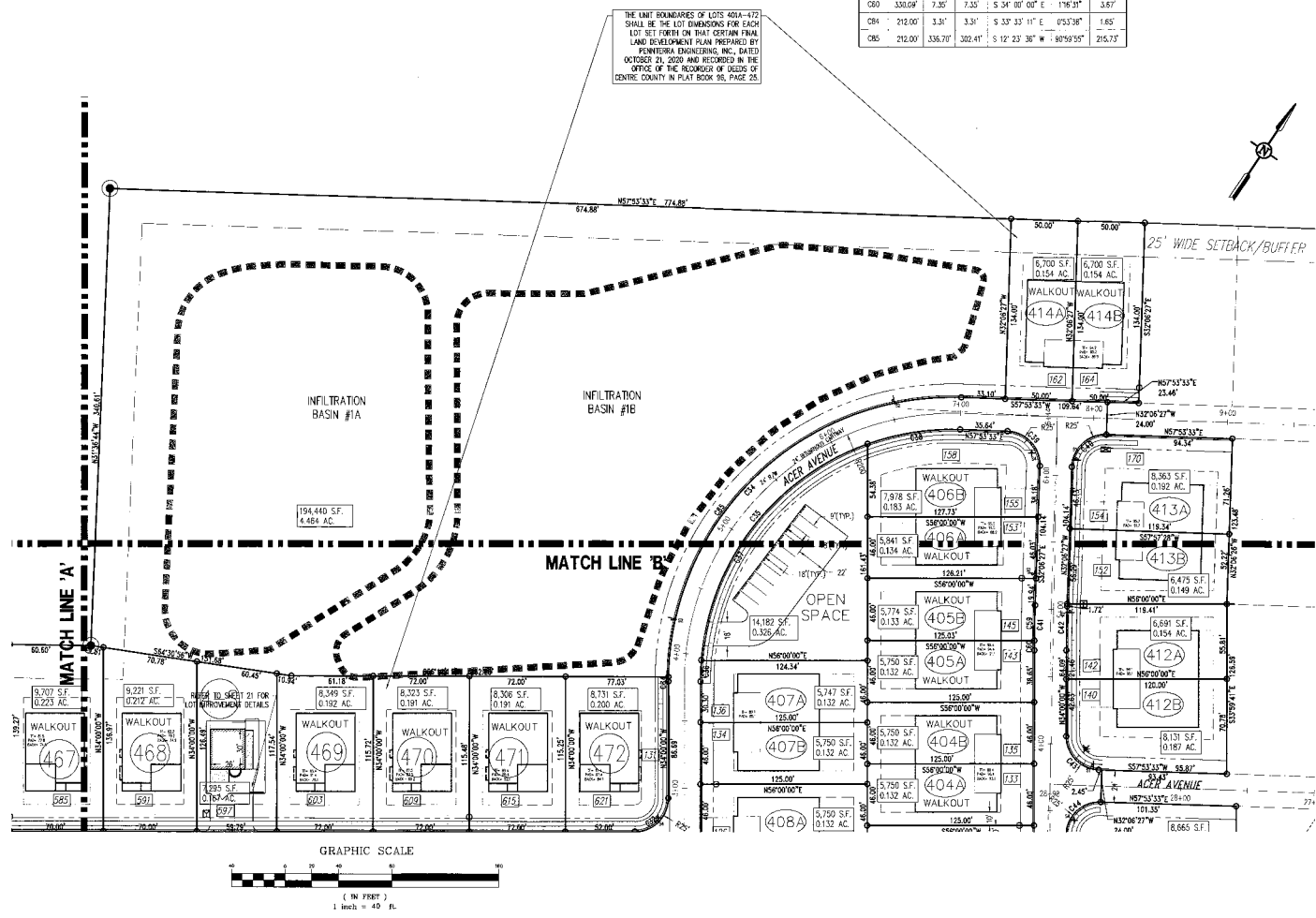


EXHIBIT B

The Future Expansion Plat

The Convertible Real Estate which is the subject of this Exhibit B consists of all that real estate which is designated as including (and their Unit numbers pursuant to Section 3211 of the Act hereby are) Unit(s) 152 through Unit 167 (16 Units), Units 401A & B through 414A & B (28 Units), Units 415 through 472 (58 Units), Units 601 through 645 (45 Units), Units 701 through 735 (35 Units) for a total of one-hundred and eighty two (182) additional Units (in addition to those existing as of the date prior hereto and the eighty-six (86) Units created hereby), at the locations shown on the Condominium Declaration Plats and Plans attached hereto, together with all Common Elements and Limited Common Elements contained therein or allocated thereto as shown on said plat and plan, as the same may be amended. It is the intention of the Special Declarant that all property within which additional Units may be created within the Condominium is hereby declared as the Converted Real Estate described in the Future Expansion Plat, whether or not particularly identified or described therein, and the Special Declarant reserves the right to amend the Future Expansion Plat to include such property, up to the maximum permitted number of Units under the Declaration pursuant to Section 3.01 thereof.

The Special Declarant expressly reserves the right to amend and specify further the exact numbers of Units; the identifying number within a given plat for each Unit, which may or may not be in sequence with the identifying numbers of the Units previously declared; the types, locations, and boundaries of Units; the addresses of such Units; and the location and type of Common Elements and Limited Common Elements therein, as future phases of land development plans are approved by the Township of Benner and County of Centre.

Pennetta
ENGINEERING INC.
CENTRAL FLORIDA
10000 W. US HWY 1
SUITE 100
ORLANDO, FL 32835
TEL: 407-222-4000
FAX: 407-222-4001
WWW.PENNETTA.COM

LAURENCE
JAMES E. LAURENCE
REGISTERED PROFESSIONAL ENGINEER
FLORIDA LICENSE NO. 12511
TEL: 407-222-4000
FAX: 407-222-4001



Project:	PA
City:	PA
County:	PA
State:	PA
Year:	PA
Scale:	PA
Drawn by:	PA
Checked by:	PA
Approved by:	PA

Project:	PA
City:	PA
County:	PA
State:	PA
Year:	PA
Scale:	PA
Drawn by:	PA
Checked by:	PA
Approved by:	PA

THE VILLAGE OF
HITARY GLEN
PHASE I
CENTRAL FLORIDA
COUNTY

REVISED PRELIMINARY
LAND DEVELOPMENT
PLAN

OVERALL
PHASING PLAN

DATE: 02/17/18
BY: JEL
REVISION: 3
DATE: 02/17/18

Phase No.	No. of Units	Anticipated Plan Submission Approval	Number of Units Approved (as of this Plan)
1	20	02/17/18	20
2	20	02/17/18	20
3	20	02/17/18	20
4	20	02/17/18	20
5	20	02/17/18	20
6	20	02/17/18	20
7	20	02/17/18	20
8	20	02/17/18	20
9	20	02/17/18	20
10	20	02/17/18	20
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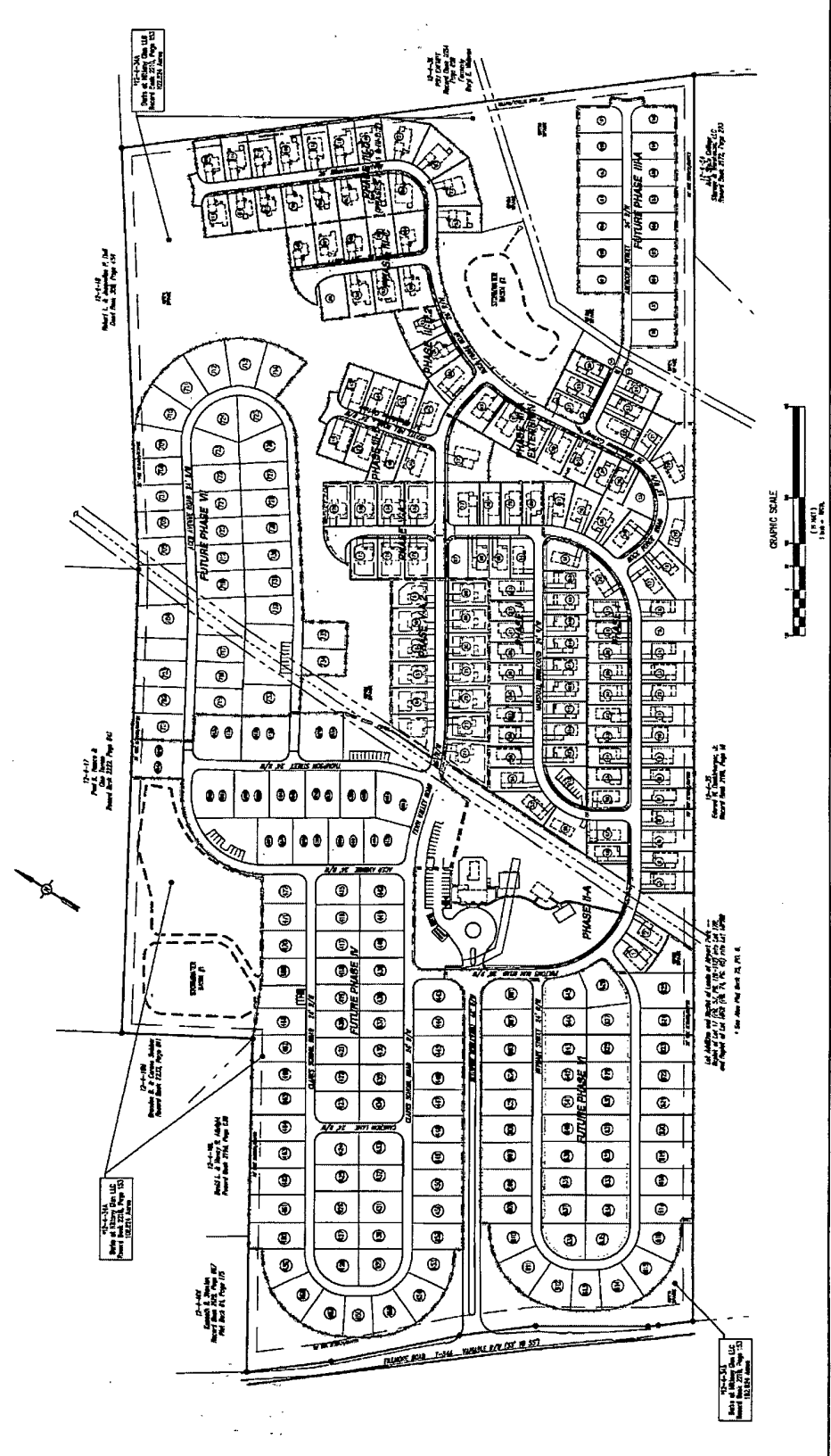
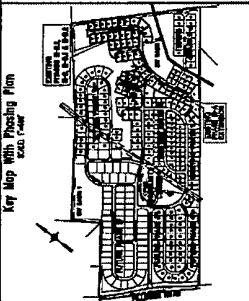


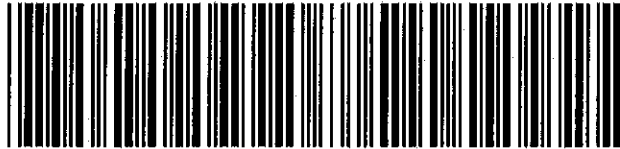
EXHIBIT C

COMMON ELEMENTS AND COMMON EXPENSES
PERCENTAGES

The Common Expense Percentage interests for the Existing Units and the Units in the Community created pursuant hereto, as identified on Exhibit A and Exhibit B hereto, as of the date hereof is equal to 0.71%, based upon the total number of Units heretofore constructed and conveyed to a third party as of the date hereof, being a total of one- hundred and forty one (141) units. Thereafter, such per Unit Common Expense Percentage amount shall be further amended and adjusted automatically after a residence is constructed on a Unit, effective upon the date of conveyance of such Unit to a third party other than the Special Declarant, to be equal to that number, expressed as a percentage, obtained by dividing the sum of 100 by the total number of Units then conveyed.

Centre County
Recorder Of Deeds

414 Holmes Street Suite 1
Bellefonte, PA 16823
814-355-6801



R 0 2 2 8 3 / 0 5 4 2

R02283/0542

4 pages

Instrument # 799

Header Page

This Page is not part of the official record,
and can be discarded after Recording.

Return To:

BERKS HOMES
3335 MORGANTOWN ROAD
MOHNTON PA 19540
ATTN: STACY PHILE

4-4
20.50
Berks Homes

PREPARED BY/RETURN TO:

William F. Colby, Jr., Esquire
Barley Snyder LLP
50 North Fifth Street, P.O. Box 942
Reading, Pa 19603-0942



R 02283-0542 Nov 16, 2021
BERKS AT NITTANY GLEN LLC
BERKS AT NITTANY GLEN LLC

11-16-2021
11:51:20
AMEN 4 pgs
RECORDED OF DEEDS

UPI# 12-4-34A

CORRECTIVE AMENDMENT TO DECLARATION OF CONDOMINIUM VILLAGE OF NITTANY GLEN, A CONDOMINIUM

THIS CORRECTIVE AMENDMENT made this 10th of November, 2021, by **BERKS AT NITTANY GLEN, LLC**, a Pennsylvania limited liability company (the "Special Declarant").

BACKGROUND

A. Pursuant to a certain Declaration of Condominium executed by Village of Nittany Glen, L.P. ("Original Declarant") dated October 14, 2008 and recorded on October 16, 2008 in the Office for the Recording of Deeds in and for Centre County, Pennsylvania in Deed Book 2022, page 192 as amended (collectively the "Declaration") Original Declarant submitted to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. §3101 et seq., (the "Act") certain real estate described in Exhibit "A" to the Declaration (the "Property") and created a flexible condominium known as the "Village of Nittany Glen Condominium" (the "Condominium").

B. By that certain Assignment of Special Declarant Rights dated December 28, 2017, and recorded January 3, 2018 (the "Assignment"), the Declarant assigned to Special Declarant rights to exercise the declarant rights specified in the Declaration, under and subject to all of the terms and conditions of the Declaration, as previously amended.

C. Special Declarant has been advised that the provisions of the Declaration do not comport with the requirements of Section B4-2.2-03 of the Fannie Mae Selling Guidelines dated October 6, 2021 regarding certain notices required for implied approval of Eligible Mortgagees of certain actions by the Declarant or Association, which requirements are required to be in place in order to protect Fannie Mae and its participating lenders who have originated and acquired mortgages on Units within the Condominium.

D. Pursuant to the authority set forth in Section 14.04 of the Declaration, which specifies that if any amendment to the Declaration is necessary in the judgment of the Declarant or Association to conform to the requirements of any agency or entity that has established national or regional standards with respect to loans secured by mortgages on units in condominium projects, then the Declarant or the Association may, from time to time, effect appropriate corrective amendments without the approval of the Unit Owners or the Eligible Mortgagees.

C. All capitalized terms used herein which are not defined herein shall have the meanings specified in Section 1.02 of the Declaration.

NOW THEREFORE, the Special Declarant hereby corrects and amends the Declaration as follows:

1. Correction by Amendment. Section 12.05 of the Declaration is hereby deleted and replaced in its entirety by the following, effective immediately upon the execution hereof.

12.05 Deemed Approval. Any Eligible Mortgagee to whom notice of any proposed amendment of the Condominium Documents or decision as described in Sections 12.03 and 12.04 above shall be deemed to have approved such amendment or action if notice thereof has been given to the Eligible Mortgagee at the address set forth in the last notice received from the Eligible Mortgagee, by certified or registered mail, return receipt requested, and such Eligible Mortgagee fails to respond within sixty (60) days after its receipt of such notice as indicated on the return receipt.

2. Recording. This Corrective Amendment shall forthwith be recorded with the office of the Recorder of Deeds of Centre County, Pennsylvania.

3. Status of Declaration. Except as specifically amended hereby, the Declaration remains in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Special Declarant has executed this Corrective Amendment the day and year above written.

BERKS AT NITTANY GLEN, LLC
a Pennsylvania limited liability company

By: 
Name: J. LaVern Horning
Title: Manager

COMMONWEALTH OF PENNSYLVANIA

:

SS

COUNTY OF BERKS

:

:

On this, the 10 day of ~~October~~ ^{November}, 2021 before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared J. LaVern Horning who acknowledged himself to be the Manager of Berks at Nittany Glen, LLC, who I am satisfied is the person who signed the within Supplemental Amendment to Declaration of Condominium, and who acknowledged that being validly authorized to do so he executed same as such officer on behalf of the limited liability company for the purposes therein contained.

WITNESS my hand and seal the day and year aforesaid.

Commonwealth of Pennsylvania - Notary Seal
Stacy Ann Phile, Notary Public
Berks County
My commission expires January 7, 2025
Commission number 1013923
Member, Pennsylvania Association of Notaries


Stacy Ann Phile
Notary Public

My Commission Expires:

JOINDER

The undersigned as the original Declarant under the Declaration, hereby joins in, consents, and agrees to this Corrective Amendment to Declaration on and as of day and year above written.

Village of Nittany Glen, L.P.
a Pennsylvania limited partnership
By: McKee-Foxfield LLC,
its general partner

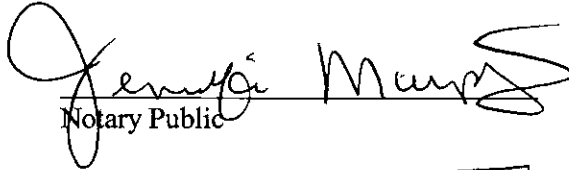
By: 
Kevin E. McLaughlin
Vice-President

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF DELAWARE : SS

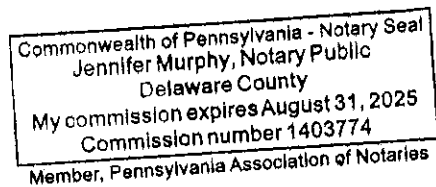
On this, the 11 day of November, 2021 before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Kevin E McLaughlin who acknowledged himself to be the Vice President of McKee-Foxfield LLC, general partner of Village of Nittany Glen L.P., a Pennsylvania limited partnership, who I am satisfied is the person who signed the within Amendment to Declaration of Condominium, and who acknowledged that being validly authorized to do so he executed same as such officer on behalf of the limited liability company as general partner of such partnership for the purposes therein contained.

WITNESS my hand and seal the day and year aforesaid.


Notary Public

My Commission Expires:

August 31, 2025



**BY-LAWS
OF
THE VILLAGE OF NITTANY GLEN
CONDOMINIUM ASSOCIATION**

EFFECTIVE OCTOBER 15, 2008

**BY-LAWS OF
VILLAGE OF NITTANY GLEN
CONDOMINIUM ASSOCIATION**

**ARTICLE I
DEFINITIONS**

SECTION 1.01. Definitions. The following words, when used in these By-Laws shall have the meanings ascribed to them in this Article I. Any terms or words that are used herein and that are defined in the Declaration (as hereinafter defined) shall have the meaning or meanings given to such words or terms in the Declaration, unless the context otherwise clearly requires.

(a) "Act" - means the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. § 3101, et seq., as amended from time to time.

(b) "Association" - means VILLAGE OF NITTANY GLEN CONDOMINIUM ASSOCIATION, an unincorporated association, which is an association among all Unit Owners, and which shall have those duties, rights and privileges which are set forth in the Declaration, in these By-Laws and in the Act.

(c) "Board" or "Executive Board" - means the Executive Board of the Association to be elected or appointed pursuant to Section 3303 of the Act, the Declaration and these By-Laws.

(d) "Common Elements" - the Common Elements of the Condominium, as defined and described in the Declaration and in the Act.

(e) "Common Expenses" - as defined in the Declaration.

(f) "Condominium" - means Village of Nittany Glen, A Condominium, which is the condominium created or to be created pursuant to the Declaration and the Act, with respect to certain real property located in State College, Benner Township, Centre County, Pennsylvania, as more fully described in the Declaration, and which includes or is proposed to include, among other improvements and amenities.

(g) "Condominium Documents" - means the Declaration, these By-laws and the Regulations adopted by the Board from time to time, as applicable.

(h) "Declarant" - Village of Nittany Glen, L.P., a Pennsylvania limited partnership, or any successor Declarant of the Condominium appointed pursuant to the Declaration and the Act.

(i) "Declaration" - means the Declaration of Condominium for Village of Nittany Glen, a Condominium recorded or to be recorded in the office of the recorder of deeds of Centre County, Pennsylvania, as amended from time to time. The Declaration is incorporated herein by reference.

(j) "Director" - a member of the Executive Board.

(k) "Good Standing" - means, with respect to any Unit Owner, officer, Member or Director (or candidate for Director or officer), that such Person is not delinquent in the payment of Assessments or other amounts payable pursuant to the Condominium Documents, and that there is no uncured or continuing default or failure on the part of such person to comply with the Condominium Documents.

(l) "Member" - a Unit Owner, in his or her capacity as a member of the Association, as provided in the Declaration and the Act.

(m) "Unit" - as defined in the Declaration.

(n) "Unit Owner" - as defined in the Declaration.

ARTICLE II NAME, OFFICES AND FISCAL YEAR

SECTION 2.01. Name. The name of the Association shall be "VILLAGE OF NITTANY GLEN CONDOMINIUM ASSOCIATION."

SECTION 2.02. Office. The office of the Association shall be at the place to be designated by the Executive Board, subject to change upon notice to the Members. The initial office of the Association shall be at the principal offices of the Declarant, 940 W. Sproul Road, Springfield, PA 19064.

SECTION 2.03. Fiscal Year. The fiscal year of the Association shall begin on the first (1st) day of January in each year and end on the thirty-first (31st) day of December in each year, unless otherwise changed by the Executive Board.

ARTICLE III NOTICES; WAIVERS; MEETINGS GENERALLY

SECTION 3.01. Manner of Giving Notice.

(a) General Rule. Whenever written notice is required to be given to any person under the Act or the Condominium Documents, it may be given to the person either by hand-delivery or by sending a copy thereof by first class mail, postage prepaid to the mailing address of such person's Unit, or to such other mailing address as may be

designated in writing by the Unit Owner or, in the case of Directors, the address supplied by the Director to the Association for the purpose of notice. If the notice is sent by mail, it shall be deemed to have been given when deposited in the United States mail.

(b) Adjourned Member Meetings. When a meeting of Members is adjourned, it shall not be necessary to give any notice of the adjourned meeting or of the business to be transacted at an adjourned meeting, other than by announcement at the meeting at which the adjournment is taken, unless the Board fixes a new record date for the adjourned meeting.

SECTION 3.02. Notice of Meetings of Executive Board. Notice of a regular meeting of the Executive Board need not be given, provided that the schedule of regular meetings of the Executive Board has previously been approved by the Executive Board and notice of such schedule has previously been given to all members of the Executive Board. Notice of every special meeting of the Executive Board shall be given to each Director by telephone or in writing at least five (5) days before the date and time at which the meeting is to be held. Every such notice shall state the time and place of the meeting.

SECTION 3.03. Notice of Meetings of Members. Written notice of every meeting of the Members shall be given by, or at the direction of, the Secretary to each Member of record entitled to vote at the meeting at least ten (10) and not more than sixty (60) days prior to the day named for a meeting.

SECTION 3.04. Contents of Notice. Any notice of a meeting of the Executive Board or Members shall contain such information as may be required by the Act or the Condominium Documents. Notice of any meeting shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration, these By-Laws or the Regulations; any proposed budget or assessment changes; and, where the Act, the Declaration or these By-Laws require approval of the Unit Owners, any proposal to remove a Director or an officer of the Association.

SECTION 3.05. Waiver of Notice.

(a) Written Waiver. Whenever any written notice is required to be given under the Act or the Condominium Documents, a waiver thereof in writing, signed by the person or persons entitled to the notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of the notice. Except as otherwise required by this subsection, neither the business to be transacted at, nor the purpose of, a meeting need be specified in the waiver of notice of the meeting. In the case of a special meeting of Members, the waiver of notice shall specify the general nature of the business to be transacted.

(b) Waiver by Attendance. Attendance of a person at any meeting shall constitute a waiver of notice of the meeting unless a person attends a meeting for the

express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting was not lawfully called or convened. Any person who so objects at the beginning of the meeting to the transaction of business at the meeting may, nevertheless, participate in the meeting and vote at the meeting (if such person would otherwise be entitled to vote at a properly convened meeting) without prejudice to such person's claim that the meeting was not properly called, convened or held.

SECTION 3.06. Modification of Proposal Contained in Notice. Whenever the language of a proposed resolution is included in a written notice of a meeting required to be given, the meeting considering the resolution may, without further notice, adopt it with such clarifying or other amendments as do not materially enlarge its original purpose.

SECTION 3.07. Exception to Requirement of Notice. Whenever any notice or communication is required to be given to any person, and communication with that person is then unlawful, the giving of the notice or communication to that person shall not be required.

SECTION 3.08. Use of Conference Telephone and Similar Equipment. One or more persons may participate in a meeting of the Executive Board by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this section shall constitute presence in person at the meeting. The Association shall have no obligation to supply special facilities or equipment in order to facilitate attendance at meetings of the Executive Board through such means.

ARTICLE IV

MEMBERS; RIGHTS AND DUTIES; MEETINGS; NOTICES

SECTION 4.01. Membership.

(a) Every Unit Owner shall be a Member of the Association. Membership in the Association is appurtenant to, and not severable from, ownership of a Unit.

(b) Every Member shall be entitled to enjoy all of the rights and benefits, and shall be subject to all of the obligations and duties, of membership in the Association as provided in the Condominium Documents, under and subject to the power of the Executive Board to suspend any such rights or privileges, including voting rights, if a Member fails to pay Assessments or otherwise fails to comply with the Condominium Documents.

SECTION 4.02. Voting Rights.

(a) There shall be one (1) vote appurtenant to each Unit.

(b) The tenant of a Unit shall not be entitled to cast the vote appurtenant to such Unit unless given a valid proxy to do so by the Unit Owner of such Unit.

SECTION 4.03. Place of Meeting. All meetings of the Members of the Association shall be held at the office of the Association or at such other place as is designated in the notice of the meeting.

SECTION 4.04. Annual Meeting. An annual meeting of the Members of the Association shall be held each year. It shall be the obligation of the Executive Board to fix the date and time of the annual meeting and give notice thereof to all Unit Owners.

SECTION 4.05. Special Meetings.

(a) **Call of Special Meetings.** Special meetings of the Members may be called at any time:

(1) by the President, the Board Chairperson or by a majority of the Executive Board; or

(2) by Members entitled to cast at least twenty percent (20%) of the votes that all Members are entitled to cast at the particular meeting; or

(3) by the Declarant, until the Declarant no longer owns any Units or until the Common Elements have been completed, whichever date is last to occur.

(b) **Fixing of Time for Meeting.** At any time, upon written request of any Person(s) properly calling a special meeting, it shall be the duty of the Secretary to fix the time of the meeting which shall be held not more than sixty (60) days after the receipt of the request. If the Secretary neglects or refuses to fix the time of the meeting, the Person or Persons calling the meeting may do so and give notice of the special meeting.

SECTION 4.06. Quorum and Adjournment.

(a) **General Rule.** A meeting of Members of the Association duly called shall not be organized for the transaction of business unless a quorum is present. The presence of Members entitled to cast at least thirty percent (30%) of the votes that all Members are entitled to cast on a particular matter to be acted upon at the meeting shall constitute a quorum for the purposes of consideration and action on the matter.

(b) **Withdrawal of Quorum.** The Members present at a duly organized meeting can continue to do business until adjournment notwithstanding the withdrawal of enough Members to leave less than a quorum.

SECTION 4.07. Action by Members. Except as otherwise provided in the Act or the Condominium Documents, whenever any corporate action is to be taken by vote

of the Members of the Association, it shall be authorized by a majority of the votes cast at a duly organized meeting of Members by the Members entitled to vote thereon.

SECTION 4.08. Organization. At every meeting of the Members, the Chairperson of the Board, if there be one, or, in the case of vacancy in office or absence of the Chairperson of the Board, one of the following officers present in the order stated: the Vice Chairperson of the Board, if there be one, the President, the Vice Presidents (in their order of rank and seniority), or a person chosen by vote of the Members present, shall act as Chairperson of the meeting. The Secretary or, in the absence of the Secretary, an Assistant Secretary, or, in the absence of both the Secretary and Assistant Secretaries, a person appointed by the Chairperson of the meeting, shall act as Secretary.

SECTION 4.09. Voting and other Action by Proxy.

(a) General Rule.

(1) Every Member entitled to vote at a meeting of Members or to express consent or dissent to corporate action in writing without a meeting may authorize another person to act for the Member by proxy.

(2) The presence of, or vote or other action at a meeting of Members, or the expression of consent or dissent to corporate action in writing, by a proxy of a Member shall constitute the presence of, or vote or action by, or written consent or dissent of, the Member.

(b) Minimum Requirements. Every proxy shall be executed in writing by the Member or by the duly authorized attorney-in-fact of the Member, dated and filed with the Secretary of the Association prior to the beginning of the meeting. A proxy may be revocable, but the revocation shall not be effective until actual notice thereof is given to the person presiding over the meeting. An unrevoked proxy shall not be valid after one (1) year from the date of its execution unless a shorter time is expressly provided therein. A proxy is void if it is not dated or purports to be revocable without notice.

SECTION 4.10. Voting by Ballot.

(a) Voting for the election of members of the Executive Board, and voting with respect to any other action that requires the vote of approval of the Members, may be by ballot. In lieu of holding an actual meeting of Members, or in conjunction therewith, the Executive Board may provide ballots whereby the Members may vote for the election and/or vote for the approval or disapproval of any other proposed action by the Association including, without limitation, the approval of amendments to the Declaration and these By-Laws, by completing and returning the ballots. The form and contents of such ballots shall be determined from time to time by or under the direction of the Executive Board.

(b) The notice of the meeting and/or the notice of the proposed action to be voted on by ballot shall specify a date not later than ninety (90) days after the date of

such notice by which ballots must be returned to the Association in order to be counted. If ballots are sent to the Members and if an actual meeting is also held to consider any matter on which Members are permitted to vote by ballot in lieu of attending the actual meeting, then the vote of Members present and the vote of Members voting by ballot shall be counted and tallied.

(c) Each ballot shall be signed by the Member or by a duly authorized attorney-in-fact or proxy of the Member and dated in order to be counted and shall be filed with the Secretary of the Association. Every such ballot must be signed by at least one (1) Person who is an owner of the Unit to which the vote is appurtenant (or by his or her attorney-in-fact). In the event that, in response to any particular item on the ballot, the Member votes neither in favor of nor against such proposed action, the lack of a response with respect to such item shall be counted neither as a vote in favor nor as a vote against the proposed action.

SECTION 4.11. Voting by Corporations and Other Entities. Any corporation, partnership, joint venture, unincorporated association or other entity that is a Member of the Association may vote by any natural person who shall be entitled to cast the vote for the Unit owned by such entity as specified in a certificate executed by that entity pursuant to its governing documents. The Person or Persons presiding at any meeting shall have the right to rely absolutely on the authenticity and validity of any such certificate, resolution or other document without duty of further inquiry. If any Unit is owned by a trust, the trustee or trustees shall be deemed to be the Unit Owner for purposes of voting.

SECTION 4.12. Voting by Multiple Owners of a Unit. If a Unit is owned by more than one Person, the natural Person entitled to cast the vote appurtenant to such Unit shall be the Person named in a certificate signed by all the Owners of such Unit and filed with the Secretary of the Association. In the absence of such named Person from the meeting, or if the Unit Owners do not sign and file such a certificate, the Person entitled to cast the vote appurtenant to that Unit shall be the Unit Owner(s) present at the meeting. If more than one of the multiple Owners of a Unit are present at the meeting, the votes allocated to that Unit may be cast only in accordance with their unanimous agreement. There shall be deemed to be unanimous agreement if any one of the multiple Owners casts the vote appurtenant to that Unit without protest being made promptly to the person presiding over the meeting by any of the other Owners of that Unit. A certificate evidencing the Person entitled to cast a vote appurtenant to a Unit shall be valid until revoked by a subsequent certificate similarly executed.

SECTION 4.13. Voting Lists.

(a) **General Rule.** The Secretary shall make a complete list of the Members entitled to vote at any meeting of Members with the address of the Unit owned by each. The list shall be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any Member during the whole time of the meeting for the purposes thereof.

(b) Effect of List. Failure to comply with the requirements of this Section 4.13 shall not affect the validity of any action taken at a meeting prior to a demand at the meeting by any Member entitled to vote thereat to examine the list.

SECTION 4.14. Judges of Election.

(a) Appointment. In advance of any meetings of Members of the Association, the Executive Board may appoint judges of election, who need not be Members, to act at the meeting or any adjournment thereof. If judges of election are not so appointed, the presiding officer of the meeting may, and on the request of any Member shall, appoint judges of election at the meeting. The number of judges shall be one or three. A person who is a candidate for office to be filled at the meeting shall not act as a judge.

(b) Vacancies. In case any person appointed as a judge fails to appear or fails or refuses to act, the vacancy may be filled by appointment made by the Executive Board in advance of the convening of the meeting or at the meeting by the presiding officer thereof.

(c) Duties. The judges of election shall determine the number of votes that may be cast by all Members, the number of votes represented at the meeting, the existence of a quorum, the authenticity, validity and effect of proxies, receive votes or ballots, hear and determine all challenges and questions in any way arising in connection with the right to vote, count and tabulate all votes, determine the result and do such acts as may be proper to conduct the election or vote with fairness to all Members. The judges of election shall perform their duties impartially, in good faith, to the best of their ability and as expeditiously as is practical. If there are three judges of election, the decision, act or certificate of a majority shall be effective in all respects as the decision, act or certificate of all.

SECTION 4.15. Consent of Members in Lieu of Meeting. Any action required or permitted to be taken at a meeting of the Members or of a class of Members may be taken without a meeting if, prior or subsequent to the action, a consent or consents thereto by all of the Members who would be entitled to vote at a meeting for such purpose shall be filed with the Secretary of the Association.

**ARTICLE V
EXECUTIVE BOARD**

SECTION 5.01. Powers; Personal Liability.

(a) General Rule. Unless otherwise provided by statute or in the Declaration, all powers vested by law in the Association shall be exercised by or under the authority of, and the business and affairs of the Association shall be managed under the direction of, the Executive Board. Individuals elected to serve on the Executive Board shall

be known as "Directors." The Executive Board shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, the Act or these By-Laws directed to be done and exercised exclusively by the Members. In addition to the duties and powers imposed and conferred by these By-Laws or by any resolution of the Members that may hereafter be adopted, the Executive Board shall have the power to and shall be responsible for the following (which shall be by way of explanation, and not by way of limitation):

- (1) Preparation and adoption of annual budgets with respect to Common Expenses, based on which there shall be established the Assessments charged to the Unit Owners;
- (2) Making and levying all Assessments, establishing the means and methods of collecting such Assessments and establishing the period of the installment payments of Assessments;
- (3) Providing for the operation, care, upkeep and maintenance of the Common Elements;
- (4) Designating, hiring and dismissing the personnel and independent contractors necessary for the maintenance, operation, repair and replacement of the Association and the Common Elements and where appropriate, providing for the compensation of such personnel and contractors and for the purchase of such equipment, supplies and materials to be used by them in the performance of their duties;
- (5) Collecting the Assessments, depositing the proceeds thereof in a bank depository which shall be approved by the Executive Board, and using the proceeds to administer the Association and to keep the Common Elements maintained and repaired in accordance with the requirements of the Declaration and applicable law; provided that any reserve fund may be deposited, in the Directors' reasonable business judgment, in depositories other than banks;
- (6) Making and amending Regulations and policies relating to the use and enjoyment of the Units and the Common Elements to the extent not inconsistent with the Declaration or the Act;
- (7) Opening bank accounts on behalf of the Association and designating the signatories required;
- (8) Making or contracting for the making of repairs, additions and improvements to or alterations of the Common Elements;
- (9) Enforcing by legal means the provisions of the Condominium Documents and bringing or defending any proceedings which may be instituted on behalf of or against the Unit Owners concerning the Association;

(10) Obtaining and carrying insurance against casualties and liabilities as provided in the Declaration and the Act and paying the premium costs thereof;

(11) Paying the costs of all services rendered to the Association or its members and not chargeable directly to specific Unit Owners;

(12) Keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration;

(13) Making available to any prospective purchaser of a Unit, any Unit Owner of a Unit, or any Eligible Mortgagee, current copies of the Condominium Documents and other information as required by the Act;

(14) Promulgating and amending a schedule of fees charged by the Association for certain services and/or functions performed by the Association, including, without limitation, fees charged to provide copies of the Condominium Documents to Unit Owners and/or prospective purchasers, furnishing prospective purchasers and/or Unit Owners with a statement of Assessments payable, fees chargeable in connection with architectural review and approval functions, and other functions that may be performed by the Association, the Executive Board or any committee or officer thereof from time to time;

(15) Contracting with independent contractors for the performance of management, maintenance, repair and other services for the benefit of the Condominium, and entering into contracts with such persons, including contracts that provided for the indemnification of such persons by the Association upon such terms and conditions as the Executive Board shall approve; and

(16) Exercising all other powers, rights, duties and privileges as are set forth in the Declaration, and all powers incidental to or necessary to carry out the powers of the Executive Board and the purposes of the Association as set forth in the Act, the Declaration and these By-Laws.

(b) Standard of Care: Justifiable Reliance. A Director shall stand in a fiduciary relation to the Association and shall perform his or her duties as a Director, including duties as a member of any committee of the Executive Board upon which the Director may serve, in good faith, in a manner the Director reasonably believes to be in the best interests of the Association and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances. In performing his or her duties, a Director shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following:

(1) One or more officers or employees of the Association whom the Director reasonably believes to be reliable and competent in the matters presented.

(2) Counsel, public accountants or other persons as to matters which the Director reasonably believes to be within the professional or expert competence of such Person.

(3) A committee of the Executive Board upon which the Director does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the Director reasonably believes to merit confidence.

A Director shall not be considered to be acting in good faith if the Director has knowledge concerning the matter in question that would cause his or her reliance to be unwarranted.

(c) Presumption. Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as a Director or any failure to take any action shall be presumed to be in the best interests of the Association.

(d) Personal Liability of Directors.

(1) A Director shall not be personally liable, as such, for monetary damages for any action taken, or any failure to take any action, unless:

(i) the Director has breached or failed to perform the duties of his or her office under this Section 5.01; and

(ii) the breach or failure to perform constitutes willful misconduct, recklessness or self-dealing.

(2) The provisions of Subsection 5.01(d)(1) shall not apply to the responsibility or liability of a Director pursuant to any criminal statute, or the liability of a Director for the payment of taxes pursuant to local, state or federal law.

(e) Notation of Dissent. A Director who is present at a meeting of the Executive Board, or of a committee of the Board, at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent is entered in the minutes of the meeting or unless the Director files a written dissent to the action taken with the Secretary of the meeting before the adjournment thereof or transmits the dissent in writing to the Secretary of the Association immediately after the adjournment of the meeting. The right to dissent shall not apply to a Director who voted in favor of the action. Nothing in this section shall bar a Director from asserting that minutes of the meeting incorrectly omitted his or her dissent if, promptly upon receipt of a copy of such minutes, the Director notifies the Secretary, in writing, of the asserted omission or inaccuracy.

SECTION 5.02. Qualifications and Selection of Directors.

(a) Qualifications. Except for Directors appointed by the Declarant, each Director of the Association shall be a natural person of at least eighteen (18) years of age

and shall be a Unit Owner (or spouse of a Unit Owner) who is a Member in Good Standing of the Association. Directors appointed by the Declarant need only be Persons of eighteen (18) years of age or older.

(b) Election of Directors. Except as otherwise provided in the Declaration or these By-Laws, Directors of the Association shall be elected by the Unit Owners. In elections for Directors, voting need not be by ballot, except upon demand made by a Member entitled to vote at the election and before the voting begins. The candidates receiving the highest number of votes shall be elected.

(c) Appointment of Directors by Declarant; Transition. During the Declarant Control Period, the Declarant shall have the right to appoint, remove and replace all Directors of the Association (without the necessity of obtaining resignations or holding actual meetings or votes to do so) provided that:

(1) not later than sixty (60) days after the conveyance of twenty-five percent (25%) of the Units to Unit Owners other than a Declarant, one Director appointed by the Declarant shall resign and shall be replaced by one (1) Director elected by Unit Owners other than the Declarant; and

(2) Within one hundred eighty (180) days after the conveyance of seventy-five percent (75%) of the Units to Unit Owners other than a Declarant, a meeting shall be held (the "Turnover Meeting") at which the remaining Members of the Executive Board appointed by the Declarant shall resign and the Unit Owners shall elect the entire Executive Board.

(d) Representative of Declarant on Executive Board. After the Declarant Control Period, and as long as the Declarant owns any Units, the Declarant shall have the right to appoint a representative to serve as an ex officio member of the Executive Board and each committee of the Executive Board and the Association then or thereafter organized, who shall not have the right to vote as a member of the Executive Board but who shall have the right to receive notice of and to attend all meetings of the Executive Board and all meetings of all committees of the Executive Board. Such ex officio member shall have the same right as any other members of the Executive Board and/or such committees to receive and review information, reports and otherwise to be kept informed of all matters affecting the Association to the same extent, in the same manner and at the same time as other members of the Executive Board and such committees are so informed.

(e) No Cumulative Voting. The Members shall not have the right to cumulate their votes for the election of Directors.

(f) Nominations. Nominations for election to the Executive Board shall not, unless otherwise approved by resolution of the Executive Board, be made from the floor. Nominations shall be made by a nominating committee appointed by the Executive Board, or in accordance with other nomination procedures adopted by the Executive

Board. If a nominating committee has been appointed by the Executive Board, such committee shall be appointed not less than sixty (60) days prior to the annual meeting of Members. The nominating committee shall make as many nominations for election to the Executive Board as it shall determine, in its discretion, but in no event less than the number of positions to be filled by the Members.

SECTION 5.03. Number and Term of Office.

(a) Number. The Executive Board shall consist of three (3) members.

(b) Term of Office. Until the Turnover Meeting, each Director elected by the Members shall hold office for a term of one (1) year or until a successor has been elected and qualifies, or until his or her earlier death, resignation or removal. Beginning at the time of the Turnover Meeting, members of the Executive Board shall serve for staggered terms. The three (3) Directors elected at the Turnover Meeting shall be elected as follows:

- (1) One (1) such Director shall be elected for a term of one (1) year;
- (2) One (1) such Director shall be elected for a term of two (2) years; and
- (3) One (1) such Director shall be elected for a term of three (3) years.

At each annual meeting of Members at which the Executive Board is elected, beginning with the year after the Turnover Meeting, each Director elected to succeed the Director whose term then expires shall be elected for a three (3) year term or until his or her successor shall have been duly elected and qualified. Any vacancy in the office of any Director shall be filled for the remainder of the unexpired term of such Director.

(c) Resignation. Any Director may resign at any time upon written notice to the Association. The resignation shall be effective upon receipt thereof by the Association or at such subsequent time as shall be specified in the notice of resignation. A Director (other than a Director appointed by the Declarant) shall be deemed to have resigned upon ceasing to own a Unit.

SECTION 5.04. Vacancies.

(a) General Rule. Vacancies in the Executive Board, including vacancies resulting from an increase in the number of Directors, may be filled by a majority vote of the remaining members of the Board, though less than a quorum, or by a sole remaining Director, and each person so selected shall be a Director to serve for the balance of the unexpired term, and until a successor has been selected and qualified or until his or her earlier death, resignation or removal. Notwithstanding the foregoing, any vacancy resulting from the resignation, death or removal of a Director appointed by the Declarant shall be

filled solely by a person appointed by the Declarant. Furthermore, until the end of the Declarant Control Period, subject to Section 5.02(c) hereof, the filling of vacancies resulting from an increase in the number of Directors shall be filled solely by the Declarant.

(b) Action by Resigned Directors. When one or more Directors resign from the Board effective at a future date, the Directors then in office, including those who have so resigned, shall have power by the applicable vote to fill the vacancies, the vote thereon to take effect when the resignations become effective, subject to the right of the Declarant to replace any such Director appointed by the Declarant who resigns at a future date.

SECTION 5.05. Removal of Directors.

(a) Removal by the Members. The entire Executive Board or any individual Director may be removed from office without assigning any cause by the vote of Members entitled to cast at least two-thirds (2/3) of the votes that all Members are entitled to cast. In case the Board or any one (1) or more Directors are so removed, new Directors may be elected at the same meeting. Notwithstanding the foregoing, no Director appointed by the Declarant shall be removed except by or with written approval of the Declarant, and any such Person so removed shall be replaced solely with a Person appointed by the Declarant.

(b) Removal by the Board. The Executive Board may declare vacant the office of a Director who has been judicially declared of unsound mind or who has been convicted of an offense punishable by imprisonment for a term of more than one (1) year or if, within sixty (60) days after notice of his or her selection, the Director does not accept the office either in writing or by attending a meeting of the Executive Board. Notwithstanding the foregoing, no Director appointed by the Declarant shall be removed except by or with the written approval of the Declarant, and any such Person so removed shall be replaced solely with a Person appointed by the Declarant.

SECTION 5.06. Place of Meetings. Meetings of the Executive Board may be held at such place within Centre County, Pennsylvania as the Executive Board may from time to time appoint or as may be designated in the notice of the meeting.

SECTION 5.07. Organization of Meetings. At every meeting of the Executive Board, the Chairperson of the Board, if there be one, or, in the case of a vacancy in the office or absence of the Chairperson of the Board, one of the following officers present in the order stated: the Vice Chairperson of the Board, if there be one, the President, the Vice Presidents in their order of rank and seniority, or a person chosen by a majority of the Directors present, shall act as a Chairperson of the meeting. The Secretary, or, in the absence of the Secretary and the Assistant Secretaries, any person appointed by the Chairperson of the meeting, shall act as Secretary.

SECTION 5.08. Organizational Meetings. The first meeting of the Executive Board following each annual meeting of the Members shall be held immediately

following, or within thirty (30) days after, such annual meeting of the Members, at such time and place as shall be fixed by the Board.

SECTION 5.09. Regular Meetings. Regular meetings of the Executive Board shall be held at such time and place as shall be designated from time to time by resolution of the Executive Board.

SECTION 5.10. Special Meetings. Special meetings of the Executive Board shall be held whenever called by the Chairperson (if any), the President, the Declarant or by two or more of the Directors.

SECTION 5.11. Quorum of and Action by Directors.

(a) **General Rule.** A majority of the Directors in office of the Association shall be necessary to constitute a quorum for the transaction of business and the acts of a majority of the Directors present and voting at a meeting at which a quorum is present shall be the acts of the Executive Board.

(b) **Action by Written Consent.** Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if, prior or subsequent to the action, a consent or consents thereto by all of the Directors in office is filed with the Secretary of the Association. Such consents may be executed in any number of counterparts, and copies thereof signed by the Director and transmitted by facsimile shall be sufficient for all purposes.

(c) **Action by Proxy.** A Director appointed by the Declarant may vote as a member of the Executive Board by proxy provided that the designation of such Director's proxy is in writing and the proxy is a Director of the Association or is an executive officer, partner, owner or shareholder of the Declarant or the general partner of the Declarant.

SECTION 5.12. Executive and Other Committees.

(a) **Establishment and Powers.** The Executive Board may by resolution adopted by a majority of the Executive Board in office, establish one or more committees to consist of one or more Directors of the Association. Such committees may include, without limitation, an architectural review committee, a covenants committee, and/or a budget and finance committee. Any committee, to the extent provided in the resolution of the Executive Board, shall have and may exercise all of the powers and authority of the Executive Board except that a committee shall not have any power or authority as to the following:

(1) The submission to Members of any action requiring approval of Members under the Act.

(2) The creation or filling of vacancies in the Executive Board.

- (3) The adoption, amendment or repeal of these By-Laws.
- (4) The amendment or repeal of any resolution of the Board that by its terms is amendable or repealable only by the Board.
- (5) Action on matters committed by a resolution of the Executive Board to another committee of the Board.
- (b) Alternate Committee Members. The Board may designate one or more Directors as alternate members of any committee who may replace any absent or disqualified member at any meeting of the committee or for the purposes of any written action by the committee. In the absence or disqualification of a member an alternate member or members of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not constituting a quorum, may unanimously appoint another Director to act at the meeting in the place of the absent or disqualified member.
- (c) Term. Each committee of the Board, and each member of such committee, shall serve at the pleasure of the Board.
- (d) Committee Procedures. The term "Executive Board" or "Board", when used in any provision of these By-Laws relating to the organization or procedures of or the manner of taking action by the Executive Board, shall be construed to include and refer to any executive or other committee of the Board.

SECTION 5.13. Compensation. Directors shall serve without compensation for their services as such.

SECTION 5.14. Management Firm. The Executive Board may employ for the Association a professional management agent or firm at such compensation as may be established by the Executive Board to perform such duties and services for the Association as the Executive Board shall authorize. The Declarant or any affiliate of the Declarant may be employed as managing agent or manager. The Executive Board shall have the right to delegate to one of its members or a committee of the Board the authority to act on behalf of the Executive Board on all matters relating to the duties of the managing agent or manager, if any, which may arise between meetings of the Executive Board. No management contract shall have a term in excess of one (1) year, and must permit termination by the Association with cause. Any contract with a management firm may delegate such of the powers and duties of the Executive Board as the Executive Board shall determine. Any contract with an independent management firm in existence when the first Executive Board elected by the Unit Owners at the Turnover Meeting takes office may be terminated without penalty upon not more than one hundred eighty (180) days prior written notice after such Executive Board takes office.

SECTION 5.15. Enforcement.

(a) The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the Unit of the violating Unit Owner, and to suspend a Member's right to vote as a Member of the Association for a violation by such Unit Owner of any duty or obligation imposed under the Condominium Documents. The failure of the Executive Board to enforce any provision of the Condominium Documents shall not be deemed a waiver of the right to do so thereafter.

(b) Before imposing any sanction, the Board or such officers as the Board may direct shall serve the alleged violator with written notice describing the nature of the alleged violation, the sanction proposed to be imposed by the Board, and a period of not less than ten (10) days within which the alleged violator may present a written request to the Executive Board for a hearing, and a statement that the proposed sanction shall be imposed unless a challenge thereto or a request for a hearing has been submitted within ten (10) days after the date of the notice.

(c) If a hearing is timely requested, the hearing shall be held in executive session affording the Unit Owner a reasonable opportunity to be heard. The minutes of the meeting shall contain a statement of the results of the hearing and the sanction, if any, imposed by the Board. The Executive Board may but shall not be obligated to suspend any proposed sanctions if violation is cured within the ten (10) day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions by any Person.

(d) Notwithstanding anything to the contrary contained herein, the Association and the Executive Board may elect to enforce any provision of the Declaration, these By-Laws, or the Regulations by any suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the notice and hearing procedures set forth herein.

(e) The notice and hearing procedures set forth in this Section 5.15 shall not apply to the enforcement of provisions of the Declaration relating to the payment of Assessments, the imposition of late charges or interest on Delinquent Assessments, or the exercise of other remedies available to the Association for non-payment or late payment of Assessments or installments thereof by a Unit Owner.

ARTICLE VI OFFICERS

SECTION 6.01. Officers Generally.

(a) Number, Qualifications and Designation. The officers of the Association shall be a President, a Secretary, a Treasurer, and such other officers as may be elected in accordance with the provisions of Section 6.03. The officers shall be natural

persons of full legal age. Unless otherwise determined by the Executive Board, the President, if a member of the Executive Board, shall also be the Chairperson of the Executive Board. After the Declarant Control Period, officers must be Unit Owners in good standing (or spouses of Unit Owners in good standing). Officers may, but need not, be Directors.

(b) Resignations. Any officer may resign at any time upon written notice to the Association. The resignation shall be effective upon receipt thereof by the Association or at such subsequent time as may be specified in the notice of resignation.

(c) Bonding. The Association may (but need not) secure the fidelity of any or all of its Board Members, committee members and management, and the costs thereof shall be a Common Expense.

(d) Standard of Care: Justifiable Reliance. An officer shall have the same standard of care with respect to the Association as a member of the Executive Board.

SECTION 6.02. Election and Term of Office. The officers of the Association, except those elected by delegated authority pursuant to Section 6.03, shall be elected annually by the Executive Board, and each such officer shall hold office for a term of one (1) year and until a successor has been selected and qualified or until his or her earlier death, resignation or removal. During the Declarant Control Period, the Declarant may elect and remove all officers of the Association.

SECTION 6.03. Subordinate Officers, Committees and Agents. The Executive Board may from time to time elect such other officers and appoint such committees, employees or other agents as the business of the Association may require, including one or more Assistant Secretaries, and one or more Assistant Treasurers, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in these By-Laws or as the Executive Board may from time to time determine. The Executive Board may delegate to any officer or committee the power to elect subordinate officers and to retain or appoint employees or other agents, or committees thereof and to prescribe the authority and duties of such subordinate officers, committees, employees or other agents.

SECTION 6.04. Removal of Officers and Agents. Any officer or agent of the Association may be removed by the Executive Board with or without cause. The removal shall be without prejudice to the contract rights, if any, of any person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

SECTION 6.05. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause, shall be filled by the Executive Board or by the officer or committee to which the power to fill such office has been delegated pursuant to Section 6.03, as the case may be, and if the office is one for which these By-Laws prescribe a term, shall be filled for the unexpired portion of the term.

SECTION 6.06. Authority. All officers of the Association, as between themselves and the Association, shall have such authority and perform such duties in the management of the Association as may be provided by or pursuant to resolutions or orders of the Executive Board or in the absence of controlling provisions in the resolutions or orders of the Executive Board, as may be determined by or pursuant to these By-Laws.

SECTION 6.07. The Chairperson and Vice Chairperson of the Board. The Chairperson of the Board, or in the absence of the Chairperson the Vice Chairperson of the Board, shall preside at all meetings of the Members and of the Executive Board and shall perform such other duties as may from time to time be requested by the Executive Board. Unless otherwise determined by the Executive Board, the President shall also constitute the Chairperson of the Executive Board and the Vice President, if one is appointed, shall constitute the Vice Chairperson of the Executive Board.

SECTION 6.08. The President. The President shall be the Chief Executive Officer of the Association and shall have general supervision over the business and operations of the Association. The President shall sign, execute, and acknowledge, in the name of the Association, deeds, mortgages, bonds, contracts or other instruments authorized by the Executive Board, except in cases where the signing and execution thereof shall be expressly delegated by the Executive Board, or by these By-Laws, to some other officer or agent of the Association; and, in general, shall perform all duties incident to the office of President and such other duties as from time to time may be assigned by the Executive Board. The President shall be the officer authorized to prepare, execute, certify and record amendments to the Declaration on behalf of the Association.

SECTION 6.09. The Secretary. The Secretary or an Assistant Secretary shall attend all meetings of the Members and of the Executive Board and shall record all the votes of the Members and of the Directors and the minutes of the meetings of the Members and of the Executive Board and of committees of the Board in a book or books to be kept for that purpose; shall see that notices are given and records and reports properly kept and filed by the Association as required by law; shall be the custodian of the seal of the Association and see that it is affixed to all documents to be executed on behalf of the Association under its seal; and, in general, shall perform all duties incident to the office of Secretary, and such other duties as may from time to time be assigned by the Executive Board or the President.

SECTION 6.10. The Treasurer. The Treasurer or an Assistant Treasurer shall have or provide for the custody of the funds or other property of the Association; shall collect and receive or provide for the collection and receipt of moneys earned by or in any manner due to or received by the Association; shall deposit all funds in his or her custody as Treasurer in such banks or other places of deposit as the Executive Board may from time to time designate; shall, whenever so required by the Executive Board, render an account showing all transactions as Treasurer and the financial condition of the Association; and, in general, shall discharge such other duties as may from time to time be assigned by the Executive Board or the President. The same individual may serve simultaneously as both the Secretary and the Treasurer.

SECTION 6.11. Salaries. Unless approved by the Members of the Association, no officers shall be entitled to receive any salary or other compensation for serving as officers of the Association, provided that nothing herein shall be construed to prevent the Association from reimbursing such officers for reasonable out-of-pocket expenses incurred by them in connection with the performance of their duties on behalf of the Association.

SECTION 6.12. Appointment of Officers by Declarant. Notwithstanding anything in this Article VI to the contrary, during the Declarant Control Period, officers of the Association shall be appointed and may be removed, from time to time, by the Declarant or by the members of the Executive Board elected by the Declarant, without notice and without the requirement of holding a meeting to do so, to the fullest extent permitted by the Act.

ARTICLE VII
INDEMNIFICATION OF DIRECTORS, OFFICERS AND
OTHER AUTHORIZED REPRESENTATIVES

SECTION 7.01. Scope of Indemnification.

(a) **General Rule.** The Association shall indemnify an indemnified representative against any liability incurred in connection with any proceeding in which the indemnified representative may be involved as a party or otherwise by reason of the fact that such person is or was serving in an indemnified capacity, including, without limitation, liabilities resulting from any actual or alleged breach or neglect of duty, error, misstatement or misleading statement, negligence, gross negligence or act giving rise to strict or products liability, except:

(1) where such indemnification is expressly prohibited by applicable law;

(2) where the conduct of the indemnified representative has been finally determined pursuant to Section 7.06 or otherwise:

(i) to constitute willful misconduct, recklessness or self-dealing; or

(ii) to be based upon or attributable to the receipt by the indemnified representative from the Association of a personal benefit to which the indemnified representative is not legally entitled; or

(3) to the extent such indemnification has been finally determined in a final adjudication pursuant to Section 7.06 to be otherwise unlawful.

(b) Partial Payment. If an indemnified representative is entitled to indemnification in respect of a portion, but not all, of any liabilities to which such person may be subject, the Association shall indemnify such indemnified representative to the maximum extent for such portion of the liabilities.

(c) Presumption. The termination of a proceeding by judgment, order, settlement or conviction or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that the indemnified representative is not entitled to indemnification.

(d) Definitions. For purposes of this Article:

(1) "indemnified capacity" means any and all past, present and future service by an indemnified representative in one or more capacities as a Director, officer, employee or agent of the Association, or, at the request of the Association, as a Director, officer, employee, agent, fiduciary or trustee of another Association, partnership, joint venture, trust, employee benefit plan or other entity or enterprise;

(2) "indemnified representative" means any and all Directors and officers of the Association and any other person designated as an indemnified representative by the Executive Board of the Association (which may, but need not, include any person serving at the request of the Association, as a Director, officer, employee, agent, fiduciary or trustee of another Association, partnership, joint venture, trust, employee benefit plan or other entity or enterprise) but not including an independent manager or managing agent, unless expressly determined by resolutions of the Board;

(3) "liability" means any damage, judgment, amount paid in settlement, fine, penalty, punitive damages, excise tax assessed with respect to an employee benefit plan, or cost or expense, of any nature (including, without limitation, attorneys' fees and disbursements); and

(4) "proceeding" means any threatened, pending or completed action, suit, appeal or other proceeding of any nature, whether civil, criminal, administrative or investigative, whether formal or informal, and whether brought by or in the right of the Association, a class of its security holders or otherwise.

SECTION 7.02. Proceedings Initiated by Indemnified Representatives. Notwithstanding any other provision of this Article, the Association shall not indemnify under this Article an indemnified representative for any liability incurred in a proceeding initiated (which shall not be deemed to include counter-claims or affirmative defenses) or participated in as an intervenor or amicus curiae by the person seeking indemnification unless such initiation of or participation in the proceeding is authorized, either before or after its commencement, by the affirmative vote of a majority of the Directors in office. This section does not apply to reimbursement of expenses incurred in successfully prosecuting or defending an arbitration under Section 7.06 or otherwise successfully prosecuting or defending the rights of an indemnified representative granted by or pursuant to this Article.

SECTION 7.03. Advancing Expenses. The Association shall pay the expenses (including attorneys' fees and disbursements) incurred in good faith by an indemnified representative in advance of the final disposition of a proceeding described in Section 7.01 or the initiation of or participation in which is authorized pursuant to Section 7.02 upon receipt of an undertaking by or on behalf of the indemnified representative to repay the amount if it is ultimately determined pursuant to Section 7.06 that such person is not entitled to be indemnified by the Association pursuant to this Article VII. The financial ability of an indemnified representative to repay an advance shall not be a prerequisite to the making of such advance. Notwithstanding the preceding, in no event shall the Association be liable to advance expenses to an indemnified representative in advance of the final disposition of a proceeding in the event that such proceeding involves a claim or counterclaim by or in the right of the Association against the indemnified representative arising out of any actual or alleged breach of fiduciary duty, breach of such person's standard of care to the Association, or such person's self-dealing or receipt of a personal benefit to which he or she was not entitled. In the event that the Association advances expenses to or for the benefit of an indemnified representative and it is later determined that the indemnified representative was not entitled to indemnification under this Article VII, the amount of expenses so advanced by the Association shall be deemed, without further action by the Executive Board, as an assessment levied on such representative's Unit (if he or she is a Unit Owner) and shall be collectible in the same manner as any other Assessment.

SECTION 7.04. Securing of Indemnification Obligations. To further effect, satisfy or secure the indemnification obligations provided herein or otherwise, the Association may maintain insurance, obtain a letter of credit, act as self-insurer, create a reserve, trust, escrow, cash collateral or other fund or account, enter into indemnification agreements, pledge or grant a security interest in any assets or properties of the Association, or use any other mechanism or arrangement whatsoever in such amounts, at such costs, and upon such other terms and conditions as the Executive Board shall deem appropriate. Absent fraud, the determination of the Executive Board with respect to such amounts, costs, terms and conditions shall be conclusive against all security holders, officers and Directors.

SECTION 7.05. Payment of Indemnification. An indemnified representative shall be entitled to indemnification within thirty (30) days after a written request for indemnification has been delivered to the Secretary of the Association.

SECTION 7.06. Arbitration.

(a) **General Rule.** Any dispute related to the right to indemnification, contribution or advancement of expenses as provided under this Article VII, shall be decided only by arbitration in the metropolitan area in which the principal executive offices of the Association are located at the time, in accordance with the commercial arbitration rules then in effect of the American Arbitration Association, before a panel of three arbitrators, one of whom shall be selected by the Association, the second of whom shall be

selected by the indemnified representative and the third of whom shall be selected by the other two (2) arbitrators. In the absence of the American Arbitration Association, or if for any reason arbitration under the arbitration rules of the American Arbitration Association cannot be initiated, or if one of the parties fails or refuses to select an arbitrator or if the arbitrators selected by the Association and the indemnified representative cannot agree on the selection of the third arbitrator within thirty (30) days after such time as the Association and the indemnified representative have each been notified of the selection of the other's arbitrator, the necessary arbitrator or arbitrators shall be selected by the presiding judge of the court of general jurisdiction in such metropolitan area.

(b) Burden of Proof. The party or parties challenging the right of an indemnified representative to the benefits of this Article VII shall have the burden of proof.

(c) Expenses. The Association shall reimburse an indemnified representative for the expenses (including reasonable attorneys' fees and disbursements) incurred in successfully prosecuting or defending such arbitration.

(d) Effect. Any award entered by the arbitrators shall be final, binding and unappealable and judgment may be entered thereon by any party in accordance with applicable law in any court of competent jurisdiction, except that the Association shall be entitled to interpose as a defense in any such judicial enforcement proceeding any prior final judicial determination adverse to the indemnified representative under Section 7.01(a)(2) in a proceeding not directly involving indemnification under this Article VII. This arbitration provision shall be specifically enforceable.

SECTION 7.07. Contribution. If the indemnification provided for in this Article or otherwise is unavailable for any reason in respect of any liability or portion thereof, the Association shall contribute to the liabilities to which the indemnified representative may be subject in such proportion as is appropriate to reflect the intent of this Article or otherwise.

SECTION 7.08. Contract rights; amendment or repeal. All rights under this Article VII shall be deemed a contract between the Association and the indemnified representative pursuant to which the Association and each indemnified representative intend to be legally bound. Any repeal, amendment or modification hereof shall be prospective only and shall not affect any rights or obligations then existing.

SECTION 7.09. Scope of Article. The rights granted by this Article VII shall not be deemed exclusive of any other rights to which those seeking indemnification, contribution or advancement of expenses may be entitled under any statute, agreement, vote of Members or disinterested Directors or otherwise both as to action in an indemnified capacity and as to action in any other capacity. The indemnification, contribution and advancement of expenses provided by or granted pursuant to this Article VII shall continue as to a person who has ceased to be an indemnified representative in respect of matters arising prior to such time, and shall inure to the benefit of the heirs, executors, administrators and personal representatives of such a person.

SECTION 7.10. Reliance on Provisions. Each person who shall act as an indemnified representative of the Association shall be deemed to be doing so in reliance upon the rights provided by this Article VII.

ARTICLE VIII BUDGETS; FINANCE

SECTION 8.01. Preparation of Budget; Contents of Budget. Approximately sixty (60) days before the beginning of each fiscal year of the Association, the Executive Board shall adopt a budget of the Association for such fiscal year. Such budget shall separately set forth the following:

(a) An estimate of the Common Expenses of the Association to be incurred during such fiscal year (other than reserves and capital expenditures);

(b) A reasonable allowance for delinquent or uncollectible Assessments, and costs and expenses that may be incurred by the Association in connection with the enforcement of the obligation of Unit Owners to pay Assessments, and the enforcement of any other covenants or obligations on the part of Unit Owners set forth in the Condominium Documents;

(c) The amount, if any, expected to be incurred for capital improvements with respect to any existing Common Elements;

(d) Any amounts deemed necessary by the Executive Board to establish or contribute to any operating, capital and repair/replacement reserves; and

(e) Any other costs or expenses estimated to be incurred by the Association for such fiscal year.

SECTION 8.02. Fixing Regular Assessments. Upon adoption of the budget for a fiscal year by the Executive Board, the Executive Board shall, based on such budget, fix the Common Expense Assessments to be levied on the Unit Owners for such fiscal year. The Common Expense Assessments to be levied on all Unit Owners for such fiscal year shall be computed based upon the budgeted Common Expenses, and shall be sufficient to pay in full all of the budgeted Common Expenses.

SECTION 8.03. Notice of Budget and Common Expense Assessments. Within ten (10) days after the adoption of the budget for a fiscal year, the Executive Board shall cause notice of the Common Expense Assessments and a copy of the budget to be mailed or delivered to each Unit Owner.

SECTION 8.04. Effective Date of Budget. The budget and the Common Expense Assessments for such fiscal year shall be effective on and as of the first (1st) day

of the fiscal year to which such budget relates or, if later, on the first (1st) day of the first (1st) calendar month after notice of the Common Expense Assessments has been given to the Unit Owners, unless the budget or capital expenditure is rejected by the Units Owners pursuant to Section 8.05.

SECTION 8.05. Rejection of Budget. Any budget of the Association or capital expenditure approved by the Executive Board may be rejected only with the affirmative vote of Unit Owners who hold sixty-six percent (66%) or more of the votes that all Unit Owners are entitled to cast. Such rejection shall take place within thirty (30) days after the adoption of the budget or the capital expenditure by the Executive Board. Upon rejection of any budget, the most recently approved budget and associated Common Expense Assessments shall continue in full force until the adoption of a new budget which is not rejected by the Unit Owners. After rejection of a budget, the Board may adopt, approve and give notice of an amended budget and Common Expense Assessment to the Unit Owners.

SECTION 8.06. Payment of Common Expense Assessments. Unless otherwise determined by resolution of the Executive Board, the Common Expense Assessments against each Unit shall be payable in equal monthly installments in advance on the first day of each calendar month. If the Executive Board determines that such Common Expense Assessments shall be payable in some other manner, notice thereof shall be given to the Unit Owners.

SECTION 8.07. Meeting of Members. The annual budget of the Association and the Common Expense Assessments as determined by the Executive Board shall be effective without the approval of the Unit Owners, subject only to the right of the Members to reject such budget as hereinabove provided.

SECTION 8.08. Amendments to Budget. The Executive Board may from time to time during any fiscal year adopt and approve such amendments or modifications to the budget for such fiscal year as the Executive Board deems necessary or appropriate, and in connection therewith the Executive Board shall have the power to change the Common Expense Assessments for the balance of such fiscal year as may be necessary to reflect any increase or decrease in the budgeted Common Expenses resulting from such amendment or modification to the budget. Within ten (10) days after the adoption of the amendment or modification of the budget, the Executive Board shall cause a copy of the amended budget and notice of the amended Common Expense Assessments to be mailed to each Unit Owner. Any such amended budget and amended Common Expense Assessments shall be effective thirty (30) days after approval unless rejected by the Unit Owners pursuant to Section 8.05.

SECTION 8.09. Special Assessments. The Executive Board shall have the power to levy Special Assessments for such purpose or purposes as the Executive Board from time to time deem necessary or appropriate, including, but not limited to, paying the costs of unanticipated maintenance, repairs or replacements of the Common Elements, making capital improvements to the Common Elements, or for the purpose of

assessing one or more Members for the cost of any damage or destruction to the Common Elements resulting from the act or omission of such Member(s). Special Assessments benefiting all Unit Owners shall be levied equally on all Units, and shall be due and payable in a lump sum or in such installments as the Executive Board shall determine. If a Special Assessment is to be payable in installments, once notice thereof shall have been given to the Unit Owners it shall not be necessary for the Executive Board to give separate notices or invoices for installments thereof, and such installments shall be due and payable automatically and without further notice or demand in accordance with the schedule of such installments set forth in the notice of such Special Assessment given to the Unit Owners.

SECTION 8.10. Delinquency in Payment of Assessments. If a Unit Owner fails to pay any Assessments or installments thereof when due, the Association, acting by or under the direction of the Executive Board, shall have all powers, rights and remedies for the collection of such delinquent Assessments as are set forth in the Declaration and the Act, or as otherwise may be available at law or in equity.

SECTION 8.11. Accounting and Reports. Unless otherwise determined by the Executive Board the following standards of performance shall be observed by the Executive Board and the officers of the Association:

- (a) The Association shall utilize the accrual method of accounting;
- (b) The Association shall employ generally accepted accounting principles or other sound and acceptable accounting principles and such principles shall be applied on a consistent basis;
- (c) No remuneration shall be accepted by any managing agent or management firm, or by any officer of the Association, from vendors, independent contractors or others providing goods or services to the Association, whether in the form of gifts, commissions, finders fees, service fees or other benefits;
- (d) Any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly in writing to the Executive Board;
- (e) Commencing at the end of the first fiscal year of the Association in which a Unit is conveyed to a Unit Owner other than the Declarant, financial reports will be prepared for the Association at least annually containing:
 - (1) An income statement reflecting income and expense activity for the preceding period on an accrual basis;
 - (2) A statement of cash receipts and disbursements for the preceding period;

(3) A report reflecting the status of all accounts stating whether or not actual expenses or receipts with respect to each budgeted category are greater or less than budgeted expenses or receipts for such period; and

(4) A balance sheet as of the last day of the preceding period.

(f) An annual report consisting of at least the following shall be prepared within one hundred eighty (180) days after the close of each fiscal year: (i) a balance sheet; (ii) an operating (income) statement; and (iii) a statement of changes in financial position for the fiscal year. Such reports may be prepared on a compilation basis, and may be prepared on a reviewed or audited basis if determined by resolution of the Board. Such reports shall be prepared on at least a reviewed basis in the event that the Association retains an independent manager or managing agent to manage some or all of the Association's functions. All such reports, whether prepared on a compilation, reviewed or audited basis, shall be prepared by an independent certified public accountant selected by the Executive Board. Each Member is entitled to receive from the Association a copy of the annual financial statements and, if such statements are audited, reviewed or compiled by an independent certified public accountant or independent public accountant, a copy of such accountant's report on the financial statements, within thirty (30) days after submitting a written request to the Association. The Association may charge a fee for such copies (not to exceed the cost of producing copies of records other than the financial statement).

(g) The Executive Board shall have the discretion to prepare or cause to be prepared such other financial reports, or prepare reports at a greater frequency, than otherwise specified in this Section.

ARTICLE IX

MISCELLANEOUS

SECTION 9.01. Corporate Seal. The Association may, but need not, have a seal, which if obtained shall be in the form of a circle containing the name of the Association, the year of formation of the Association and such other details as may be approved by the Executive Board. The affixation of the seal to any contract or document executed by a duly authorized officer of the Association shall not be a prerequisite to the enforceability thereof against the Association if the obligations of the Association set forth in such document are otherwise enforceable, and provided that such contract or document was otherwise duly authorized on behalf of the Association.

SECTION 9.02. Checks. All checks, notes, bills of exchange or other orders in writing shall be signed by such person or persons as the Executive Board or any person authorized by resolution of the Executive Board may from time to time designate.

SECTION 9.03. Contracts.

(a) General Rule. Except as otherwise provided in the Act or in the Declaration, in the case of transactions that require action by the Members, the Executive Board may authorize any officer or agent to enter into any contract or to execute or deliver any instrument on behalf of the Association, and such authority may be general or confined to specific instances.

(b) Statutory Form of Execution of Instruments. Any note, mortgage, evidence of indebtedness, contract or other documents, or any assignment or endorsement thereof, executed or entered into between the Association and any other person or any amendment to the Declaration, when signed by one or more officers or agents having actual or apparent authority to sign it, or by the President or Vice President and Secretary or Assistant Secretary or Treasurer or Assistant Treasurer of the Association, shall be held to have been properly executed for and in behalf of the Association, without prejudice to the rights of the Association against any person who shall have executed the instrument in excess of his or her actual authority.

SECTION 9.04. Deposits. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Executive Board may approve or designate, and all such funds shall be withdrawn only upon checks signed by such one or more officers or employees as the Executive Board shall from time to time determine. However, if the Board retains an independent management firm to manage the Association and/or Common elements, then the Board may authorize one or more representatives of such firm to collect and expend funds on behalf of the Association, subject to such limitations as the Board deems advisable.

SECTION 9.05. Records. The Association shall keep complete and accurate books and records of account, minutes of the proceedings of the incorporators, Members and Directors and a register giving the names and addresses of all Members. Any books, minutes or other records may be in written form or any other form capable of being converted into written form within a reasonable time.

SECTION 9.06 Amendment of By-Laws.

(a) These By-Laws may be amended or repealed, or new By-Laws may be adopted, either (i) by vote of the Members entitled to cast more than fifty percent (50%) of the votes which all Members are entitled to cast, or (ii) with respect to those matters that are not by statute committed expressly to the Members and regardless of whether the Members have previously adopted or approved the By-Law being amended or repealed, by vote of a majority of the Executive Board of the Association in office at any regular or special meeting of Directors. Any change in these By-Laws shall take effect when adopted unless otherwise provided in the resolution effecting the change.

(b) Notwithstanding the foregoing, (i) no provision of these By-Laws which states a specified percentage vote of Members or Directors to approve or carry out any action may be amended except by the Members and only by at least the same number or percentage of votes specified in such provision of the By-Law, and (ii) no amendment hereto may remove, revoke or modify any right or privilege of the Declarant set forth in these By-Laws or in the Declaration without the written consent of the Declarant.

(c) Amendments to these By-Laws may also be adopted by mail-in ballots, as elsewhere provided in these By-Laws.

(d) The Executive Board shall have the power to make any amendment to these By-Laws which are reasonably necessary in order to conform these By-Laws to any amendment or modification made to the Declaration or the Act, to correct any inconsistency or conflict between any provision of these By-Laws and any other provision of these By-Laws, or to correct any inconsistency or conflict between any provision of these By-Laws and any provision of the Declaration or the Act.

(e) Approval of Amendments by Eligible Mortgagees.

(1) Material amendments to these By-Laws shall require the approval (or deemed approval) of Eligible Mortgagees representing at least fifty-one percent (51%) of the votes allocated to Units that are subject to Eligible Mortgages.

(2) For purposes of Subsection 9.06(e)(1) above, a "material amendment" shall mean an amendment to these By-Laws that would (i) change the manner in which votes are allocated among the Units; (ii) reduce any required reserves for maintenance, repair or replacement of the Common Elements; (iii) change the responsibility for maintenance and repairs; (iv) reallocate interests in Common Elements or the rights to their use, except as permitted by the Declaration; (v) a change in the description of Unit boundaries; (vi) change the requirements for insurance maintained by the Association; (vii) impose any additional restrictions on leasing of Units; (viii) impose any restrictions on a Unit Owner's right to sell, transfer or encumber his or her Unit; or (xi) change any provision expressly benefiting Eligible Mortgagees.

SECTION 9.07. Eligible Mortgagee's Approval of Certain Decisions. The following decisions of the Executive Board and/or the Unit Owners shall be subject to the approval of Eligible Mortgagees representing at least fifty-one percent (51%) of the votes allocated to Units that are subject to Eligible Mortgages:

(a) A decision by the Association to establish self-management if professional management was previously required by the Condominium Documents;

(b) A decision to restore or repair the Units or the Common Elements after damage or partial condemnation in a manner other than that specified in the Condominium Documents;

(c) A decision to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; and

(d) A decision to terminate the Condominium for reasons other than substantial destruction or condemnation, which shall require the approval of Eligible Mortgagees representing at least sixty-seven percent (67%) of the votes allocated to Units subject to Eligible Mortgages.

SECTION 9.08. Deemed Approval. Any Eligible Mortgagee to whom notice of any proposed amendment of these By-Laws or decision as described in Subsection 9.06(e) and Section 9.07 above shall be deemed to have approved such amendment or action if notice thereof has been given to the Eligible Mortgagee at the address set forth in the last notice received from the Eligible Mortgagee, by certified or registered mail, return receipt requested, and such Eligible Mortgagee fails to respond within thirty (30) days after its receipt of such notice as indicated on the return receipt.

SECTION 9.09. Severability. Several provisions of these By-Laws shall be severable from one another. In the event that any provisions of these By-Laws is determined by a court to be invalid or unenforceable, such provision shall be deemed stricken from these By-Laws, and the other provisions hereof shall remain in full force and effect.

SECTION 9.10. Number and Gender. Wherever any provisions of these By-Laws refers to the singular, such provisions shall be deemed to include the plural, and the use of any gender shall be deemed to include any other gender.

SECTION 9.11. Construction and Interpretation. In the event that any provisions of these By-Laws conflict with any provision of the Declaration, then any contrary provision set forth in the Declaration shall be controlling, unless such provision in the Declaration conflicts with applicable law.

The foregoing By-laws have been adopted this 15th day of October, 2008 by the Declarant.

Declarant:
Village at Nittany Glen, L.P. by its general
partner, McKee-Foxfield, LLC

By:  _____

Exhibit "D"

Management Services Agreement

NITTANY GLEN CONDOMINIUM ASSOCIATION

PROFESSIONAL MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT dated as of the 15th day of October, 2008, by and between VILLAGE OF NITTANY GLEN, L.P., a Pennsylvania limited partnership (the "Declarant"), with its address at 940 West Sproul Road, Suite 301, Springfield, Pennsylvania, 19064 and McKEE COMMUNITY MANAGEMENT, LLC, a Pennsylvania limited liability company (the "Community Manager"), with its address at 940 West Sproul Road, Suite 301, Springfield, Pennsylvania 19064.

1. APPOINTMENT

1.1 In consideration of the mutual terms and conditions set forth in this Agreement, Declarant appoints the Community Manager to perform certain services and the Community Manager accepts that appointment in mutual agreement.

2. DURATION

2.1 Subject to the renewal and termination provisions herein, this Agreement shall be in effect from the first day of the month of the initial settlement to October 1, 2009, renewing for successive one-year terms as provided herein.

3. PROFESSIONAL SERVICES

3.1 The following pages described all of the services being provided by the Community Manager through this Agreement. Should the Declarant request and the Community Manager agree to perform additional services not outlined herein, the Community Manager will receive compensation described in either a supplementary agreement or as otherwise agreed.

Financial Management Services

The Declarant authorizes the Community Manager to bill and arrange for the receipt of assessments and other amounts due to the Declarant. Those receipts shall be deposited in an operating checking account under the Declarant's name with a financial institution that is FDIC insured and selected by the Community Manager. The Community Manager shall have sole signature authority on that operation checking account.

A record of income, expenses, assets, and liabilities shall be maintained.

The Community Manager is authorized by the Declarant to provide the following financial services:

1. Budget Preparation

- a. Prepare the initial draft of the annual budget.
- b. Assist the Declarant in the finalization of the budget by answering questions or obtaining additional relevant information. The Declarant recognizes that its budget is an estimate of future costs and income.
- c. Prepare a mailing to owners of the approved budget when requested by the Declarant.
- d. Develop an annual accrual budget analysis reflecting the monthly-allocated amounts for each income and expense item.

2. Billing

- a. Prepare a monthly computer printed reminder statement which includes all the following activity:

Previous amount billed
Payments received
Monthly condominium fees
Monthly Assigned Parking Space fees
Monthly Assigned Storage Space fees
One fixed late fee charge (charged as of the 10th)
Other special charges or credits
New balance due

A brief, uniform message to all owners

- b. Provide a return payment envelope with the reminder statement billing for the convenience of owners.
- c. Include a single-sided, letter-sized sheet mailer with each reminder statement mailing at no additional labor cost. Extra charges will be assessed for photocopying or for more than a single sheet mailing.
- d. Mail the statements individually on a monthly cycle to all owners.

3. Accounts Receivable

- a. Receive and process the owner payments.
- b. Arrange for payments to be deposited within three business days into the separate Declarant operating account.

4. Assessment Records

- a. Maintain a monthly record of assessment billings, charges, adjustments, and payments as received.
- b. Respond to owners regarding their individual accounts.
- c. Prepare one (1) Declarant copy of a month-end Assessment Roll showing the following information:

Owner's name(s)
Unit address
Charges and payments for the period
Balance due

5. Delinquency Processing

- a. Prepare a delinquency procedure resolution for Declarant approval which is consistent with the Federal Fair Debt Collections Practices Act.
- b. Administer the delinquency procedure by charging monthly fixed late fees, preparing warning letters in the Declarant's name consistent with the procedure, and answering questions regarding accounts.
- c. Prepare account information to assist the Declarant's attorney in any litigation. Community Manager staff court appearances with the attorney may be an additional charge dependent upon Management Staff Time Allocations.
- d. Issue three Declarant copies of a mid-month Delinquency Report containing the following:

Delinquent owner's names
Delinquent balance due-aged by billing dates
Last payment date and amount

6. Invoice/Disbursement Procedures

- a. Develop and monitor a payment approval system for the Declarant.
- b. Receive and review all Declarant invoices and bills.
- c. Retain sole approval authority of those Declarant expenses which are from Declarant-approved contracts or other agreements payroll, utility charges, and other routine budget expenses.

- d. Authorize reserve account funding as Declarant cash flow, budget, and priorities permit.
- e. Prepare and sign checks for payment of Declarant expenses within the Declarant's cash-flow limitations. The Community Manager is not required to use its own funds to assist the Declarant's cash-flow situation nor will the Community Manager be responsible for the consequences of insufficient Declarant funds.
- f. Mail checks to Declarant vendors.
- g. Maintain vendor files containing payment information and invoice.
- h. Issue annual 1099 Forms to qualified Declarant vendors, consistent with IRS guidelines.

7. Financial Reports

- a. Prepare and maintain the records necessary to produce monthly computerized accrual-basis financial statements.
- b. Provide the following periodically (ordinarily each month):
 - Balance Sheet- lists assets and liabilities for the current and prior month with changes from prior month.
 - Income and Expense Statement (Profit and Loss)- shows the current month's activity, year-to-date totals, and compares with the year-to-date budget.
 - Budget Status Report- provides a comparative analysis on a month per month basis for income and expense categories.
- c. Provide copies of the monthly General Ledger detail report, which reflects every general ledger entry for the month.
- d. Provide the Declarant copies of financial reports.
- e. At year-end closing, provide copies as needed of the Year-End Cumulative General Ledger for the entire fiscal year.

8. Audit/Tax Preparation

- a. Cooperate with the Declarant's independent Certified Public Accountant in preparation of the annual fiscal year-end report (audit, review, or compilation) by making the records, book, and files available for inspection and review at the Community Manager's offices.
- b. Review the resulting year-end report and make the CPA's recommended adjustments to the Declarant's records.
- c. Assist the Certified Public Accountant in the preparation of annual federal corporate income tax returns. All tax returns are a responsibility of the Declarant, to be completed by the CPA.

9. Investments

- a. Assist the Declarant in developing an investment policy or program which utilizes savings accounts, money market funds/accounts, certificate of deposit, and other prudent investment alternatives. The Declarant recognizes that the Community Manager is not acting as an investment professional.
- b. Provide support to the Declarant in its responsibility for investment of funds. This support may take the form of limited investigation of rates or assistance in completing necessary forms required by the banking institutions and investment firms.
- c. Reflect relevant maturity dates and rates on the Declarant's Balance Sheet for reference purposes.

Administrative Management Services

Certain administrative functions and professional assistance required by the Declarant are to be provided by the Community Manager. Most of the services described in this Section utilize the Community Manager's labor and experience. Expenses (stationery, supplies, photocopies, etc.) related to these services are the Declarant's responsibility.

The Community Manager is authorized by the Declarant to provide the following:

1. Files and Records

- a. Develop and maintain a filing system of the Declarant's important papers, including such things as minutes, contracts, resident communications, public agency filings, financial information, insurance policies, resolutions, and legal documents.

- b. Maintain a current list of owners and other related information such as mortgage holder, emergency phone number, settlement date, tenant's name (if applicable)-to the extent this information is provided.
- c. Make the Declarant's routine community-wide books and records available for inspection by any owner or mortgage holder upon reasonable notice during regular business hours at the Community Manager's regular office location. Access to individual files shall be determined by policy of the Declarant.

2. Communications

- a. Prepare general correspondence dealing with routine operational matters between the Declarant and residents, contractors, agents, government officials, or other entities.
- b. Arrange for the mailing or other distribution of notices required by the Documents or directed by the Declarant.

3. Insurance Administration

- a. Assist as requested to develop and administer a program for the Declarant to select a qualified insurance agent and carrier. It is not the intention of the parties to conduct a comprehensive insurance bidding procedure every year.
- b. Provide insurance program specifications for approval by the Declarant.
- c. Assist the Declarant and its qualified insurance agent in placing the required insurance. The Declarant retains sole responsibility regarding the type and amount of insurance coverage selected.
- d. Receive and report to the insurance agent any known incident which may result in an insurance claim for which the Declarant may have responsibility. This Agreement specifically excludes the Community Manager from acting in a claim-adjusting capacity. The Declarant may request and Community Manager may agree to provide administration of insurance claims limited to investigating, reporting, supervising, or monitoring of such claims.
- e. Report to the Declarant any accidents, fires, or other claims related to the management, maintenance, and operation of the Declarant's property.
- f. Prepare the necessary information to assist the insurance carrier in the annual workers compensation audit.

4. Rules Administration

- a. Assist the Declarant in the development of reasonable and enforceable rules and regulations.
- b. Develop a rules compliance procedure for approval by the Declarant.
- c. Receive written and signed complaints regarding rules violations and investigate as provided by present policy.
- d. Identify those readily visible and observed rules violations as part of routine site inspections.
- e. Inform residents in writing who are in violation of rules as is consistent with Declarant policy.
- f. Take other actions to assist the Declarant in the administration of provisions of the Documents, resolutions, rules and regulations as are consistent with Declarant policy.

5. Ownership Transactions

- a. Provide basic Declarant information as requested by a Seller, prospective Buyer, or sales agent. Included would be the #3407 Resale Certificate mandated by Pennsylvania law. The Community Manager will directly charge a fee to a seller or other party requesting that such information be provided.
- b. Prepare the necessary correspondence, including payment status information to facilitate settlements. Neither the Community Manager nor the Declarant shall be responsible for such requests if received less than ten days before the settlement date.
- c. Upon receipt of notification of a sale of a unit, prepare the necessary records and files required for assessment billing and other communications.

6. Meetings Coordination

- a. Provide for the annual residents' meeting and other meetings where voting is to take place.
- b. Prepare notices, nomination forms, proxies and/or mail ballots which are requested to support the meetings.

- c. Arrange for the necessary materials and procedures to facilitate those meetings. Costs related to such meetings shall be borne by the Declarant.

7. Management Report

- a. Prepare a periodic status report highlighted financial, administrative, and property management services for the Declarant.
- b. Issue the management report, along with other appropriate supporting information, just prior to each of the Declarant's regularly scheduled meetings.

8. Community Relations

- a. Receive comments from owners regarding Declarant operations or decisions.
- b. Investigate those significant issues which are submitted in writing and require such investigation as provided by present policy.
- c. Advise those involved, including the Declarant, of the findings and any appropriate recommendations.

Property Management Services

The Declarant and the Community Manager recognize that certain physical components of the Declarant property require routine services and resulting supervision. Those components are to be maintained in a consistent manner with standards established by the Declarant subject to budgetary limitations. The property management services to be provided by the Community Manager relate to routine, recurring maintenance or repair services and specifically exclude major renovation, replacement, or capital improvement activity.

Contracts shall be executed by the Declarant and costs related to such services, employees, or materials shall be the Declarant's responsibility.

The Community Manager is authorized to develop, perform, and maintain the following systems and functions:

1. Property Inspections

- a. Conduct inspections to maintain a current knowledge of the property. The Community Manager staff routinely visits the site to monitor contractor performance, identify maintenance needs, and meet with residents, and follow-up with rules violations or architectural review

matters. In addition to its, one written property-wide inspection shall be conducted every two months throughout the year.

- b. Identify those situations requiring corrective measures and take those measures consistent with Declarant policy and budgetary limitations.
- c. Report to the Declarant any major items which come to the attention of the Community Manager as a result of such inspections.

2. Service Request Processing

- a. Receive and record reasonable services requests for the types of repairs or maintenance which are consistent with established Declarant policy.
- b. Arrange for prompt and satisfactory response to service requests for maintenance or repairs as permitted by Declarant policy, budget limitations, weather, and contractor availability.

3. Contractor Bidding Procedures

- a. If requested, develop a competitive bidding process for routine, non-emergency services where the cost will exceed \$1,000 and is requested by the Declarant.
- b. Prepare bid specifications on routine services for Declarant review and approval.
- c. Distribute those specifications to three to five interested, prospective bidders.
- d. Receive bids and other contractor information.
- e. Develop a comparative summary regarding the bids received.
- f. Submit recommendations to the Declarant regarding the bids received, adherence to specifications, and information on past performance (if known), which will assist the Declarant's decision.

4. Contract Development

- a. Facilitate the Declarant's final selection of contractors for routine services.
- b. Assist the Declarant in preparing contracts for routine services.

- c. Obtain relevant certificate of insurance from selected contractors providing routine services.

5. Routine Service Contractor Supervision

- a. Coordinate the contractors providing these routine services for the Declarant:
 - 1) Landscape Maintenance
 - 2) Winter Storm Maintenance
 - 3) Building Exterior Maintenance
 - 4) Trash Removal and Recycling Services
 - 5) Janitorial Services
 - 6) Exterior Window Cleaning
 - 7) Pest Control/Exterminating
 - 8) Elevator Maintenance
 - 9) Common Mechanical & HVAC Maintenance
 - 10) Entrance Access System
 - 11) Common Fire Emergency Systems
- b. Monitor contractor performance to insure compliance with contract specifications. To support the Community Manager's efforts, the Declarant shall assist in minimizing interference with contractors by unauthorized residents or volunteer leaders.

The Community Manager shall utilize its staff in positions and functions which insure a depth of staffing and efficient, effective service for the Declarant.

4. COMPENSATION

A. Monthly Management Fee

For the services specified in this Agreement, the Declarant shall pay a monthly fee (in an amount to be determined and agreed to by Declarant and the Community Manager) which is due and payable the first day of each month for which the services are being rendered, including any renewable terms.

B. Declarant Expenses

The Declarant recognizes that it will incur routine office and administrative costs such as stationery, telephone costs, postage, office supplies, and photocopy reimbursements. The Community Manager may be reimbursed for those expenses it incurs on behalf of the Declarant which would ordinarily be experienced by the Declarant if the Declarant was providing the services directly without the Community Manager. Photocopies made by the Community

Manager staff and equipment are charged at a rate not to exceed ten cents per copy. Large volume copying coordinated by the Community Manager may be provided by duplication firm at a lesser expense when adequate time is available.

C. Additional Services

The Declarant may request and the Community Manager may provide additional, optional, or expanded services beyond those specifically outlined in this Agreement. Examples of such services include preparation for and participation in Declarant-related litigation, additional meeting attendance, administering to significant Declarant insurance claims or major capital renovations/improvements, or specialized personal computer programming requested by the Declarant.

5. INDEMNIFICATION

The Declarant indemnifies and holds the Community Manager and its staff harmless for any and all liabilities sustained by the Community Manager as a result of the Community Manager's carrying out the provisions of this Agreement, or acting under the expressed, implied, or apparent direction of the Declarant, or as a result of the acts of the Declarant, its Owners, residents, contactors, or employees. Liabilities include claims, demands, and causes of action, suits, court costs, penalties, damages, and expenses. Expenses include legal counsel as provided by the Declarant or reasonable legal fees, should the Community Manager determine that it requires independent counsel. This indemnification is provided in all cases except willful acts, gross negligence, or criminal acts on the part of the Community Manager. To the extent practical, the Declarant will provide coverage for this indemnification by having the Community Manager as a named insured as its interests apply on the Declarant's insurance policies. The Association's insurance shall be considered primary coverage. This indemnification shall not be limited to the damages, compensation, or benefits payable under such insurance policies.

These provisions shall survive the termination of this and any subsequent agreements. The Declarant shall promptly advise the Community Manager should it become aware of a situation to which this indemnification may apply.

6. RENEWALS

Should either party decide not to renew this or a similar agreement at the end of the term of this Agreement, and then the other party shall be so advised by certified mail more than ninety (90) days before the end of the term described in Section 2 of this Agreement. Otherwise or until a new agreement is executed, this Agreement shall remain in full force and effect for another term with the same ninety (90) day notice of intention not to renew a subsequent term incumbent upon both parties. Nonrenewal may be without cause.

Any notice required under this Agreement shall be by certified mail, return receipt requested, and shall be deemed given and received three days after its postmark. Notice to the Declarant shall be given its corporate address. Notice to the Community Manager shall be to its corporate offices in Springfield, Pennsylvania, or subsequent address.

This Agreement is the entire understanding and complete statement of the terms, conditions, considerations, and representations made by both parties. No variance, modification, or amendment shall be binding unless it is prepared in writing and executed by officers for both parties.

If any provision of this Agreement shall be determined to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected and remain in full force.

For the convenience of the Declarant and the Community Manager, more than one copy of this Agreement has been prepared and executed. Each copy is in all respects the same and complete in itself so that any one copy may be introduced as evidence for any purpose.

By: **VILLAGE OF NITTANY GLEN, L.P.**
McKee-Foxfield, LLC

By: _____
Kevin E. McLaughlin, Vice-President

McKEE COMMUNITY MANAGEMENT, LLC

By: _____
Perry DeSiato, Vice President

Exhibit "E"

Residents' Handbook of Regulations and Policies