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TUSSEYVIEW CONDOMINIUMS
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DECLARATION

TUSSEY VIEW CONDOMINIUMS

A CONDOMINIUM

Changes voted on and approved October 1998

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DECLARATION
TUSSEY VIEW CONDOMINIUMS
A CONDOMINIUM

ARTICLE I

Submission:

ELWOOD BARTGES and ANN BARTGES, his wife, RICHARD S. GUYER and JOYCE F. GUYER, his wife, STEPHEN R. GUYER and THERESA GUYER, his wife, H. B. GRAVES, and DABRO CONSTRUCTION, INC., partners, tld/b/a WHITEHALL ASSOCIATES ("Declarant"), owner in fee simple of certain real estate described in Exhibit "A" attached hereto and made a part hereof, located in College Township, Centre County, Pennsylvania, hereby submits the real estate together with all easements, rights and appurtenances thereto belonging and the buildings and improvements erected or to be erected thereon (collectively referred to as the "Property") to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. Section 3101 et seq. (The "Act"), and hereby creates with respect to the Property a condominium, to be known as "TUSSEY VIEW CONDOMINIUMS" (the "Condominium").

ARTICLE II

Definitions:

2.1. Terms not otherwise defined herein shall have the meanings specified or used in the Act.

2.2. Defined terms. The following terms some of which are used or defined in general terms in the Act shall have specific meanings herein as follows:

(a) "Amendment" means that amendment to the Declaration or other condominium documents made in accordance with Article VI hereof.

(b) "Association" means the Unit Owners' Association of the Condominium and shall be known as the "The Tussey View Condominium Association".

(c) "Building" means a dwelling structure containing various numbers of units, as well as improvements comprising a part thereof, as are the subject hereof, which have been constructed on the property, and as shown on the Plats and Plans, and containing the Units.

(d) "By-Laws" means such governing regulations as are adopted pursuant to the Pennsylvania Uniform Condominium Act for the regulation and management of the Property including such amendments thereof as may be adopted from time to time.

(e) "Common Elements" means all portion of the Property other than the Units and shall include, but not be limited to, (a) the land on which the building is located and those portions of the building as are not included in any Unit; (b) the yards; (c) insulation and systems as compose all central services and utilities; including water lines up to unit shut-off valves; (d) all apparatus and installation existing for common use; (e) all other elements of each building necessary or convenient to its existence, management, operation, maintenance, and safety, and (normal) use; and (f) such areas and facilities as are designated on the Declaration Plan; but does not include such, or such parts, or features of the foregoing as are of entirely private use within a Unit.

(f) "Common Expenses: means and includes: (a) expenses of administration, maintenance, repair and replacement of the Common Elements; (b) expenses agreed upon as common by all the Unit Owners; (c) expenses declared common by the provisions of the Act, or by this Declaration of the By-Laws; and as provided under any amendments made to said Act or instruments.

(g) "Common Expense Liability" means the liability for Common Expenses allocated to each Unit in accordance with its respective Percentage Interest.

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

(i) "Condominium" means for the purposes of this Declaration, the

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

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

(k) "Executive Board" means the board of natural individuals of the number stated in the By-Laws the majority of whom are residents of the Commonwealth of Pennsylvania and, except for the initial Executive Board, all of whom shall be Unit Owners (but who need not be residents), who shall manage the business, operation and affairs of the Association on behalf of the Unit Owners and in compliance with and subject to the provisions of the Pennsylvania Uniform Condominium Act, and who make take title to real or personal property as agent, nominee or trustee for the Association.

(l) "Declarant" means the Declarant described in Article I above and all successors to any Special Declarant Rights.

(m) "Limited Common Elements" means those portions of the Common Elements allocated for the exclusive use of a Unit pursuant to Section 3209 of the Act, or those portions of fixtures lying partially within and partially outside the designated boundaries of a Unit which serve only that Unit including but not limited to chutes, flues, ducts, wires, conduits, bearing walls, bearing columns pursuant to Section 2303 (2) of the Act, the concrete porch, and the parking space, if any.

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

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

(p) "Parking Space" means an area designated for parking a motor vehicle.

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

(r) "Permitted Mortgage" means a first mortgage to (i) the Declarant, (ii) the seller of a unit, (iii) a bank, trust company, savings bank, savings and loan association, mortgage service company, insurance company, credit union, pension fund, real estate investment trust or like institutional investor or lender, or (iv) any other mortgagee approved by the Executive Board. A holder of a Permitted Mortgage is referred to herein as a "Permitted Mortgagee".

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

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

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

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

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

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

(y) "Unit Expenses" means the expenses, charges and fees associated with the maintenance, repair, replacement and use of the Unit and shall include but not be limited to electricity, heat, air-conditioning, television cable, telephone and plumbing systems as set forth with more particularity at Article XIV of the By-Laws.

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

ARTICLE III

Allocation of Percentage Interests, Votes and Common Expense Liabilities:

Unit Identification and Boundaries: Maintenance Responsibilities

Section 3.1. Percentage Interests. Attached as Exhibit "C" hereto is a list of all Units by their Identifying Numbers and the Percentage Interest appurtenant to each Unit. The Condominium consists of only residential units. The Percentage Interest shall determine the share of Common Expense Liability and Common Expense Surplus appurtenant to each Unit. The Percentage Interest appurtenant to each Unit is determined on the basis of size, by dividing the size of each Unit by the aggregate sizes of all Units. The size of each Unit is the total number of square feet of floor space contained therein determined by reference to the dimensions shown on the Plats and Plans.

Section 3.2. Unit Boundaries

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

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

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

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

(2) Vertical Boundaries: The vertical boundaries of the Unit shall be the vertical planes, extended to intersections with each other and with the upper and lower boundaries, formed by the Unit-side surface of the side walls which surround the Unit, and the Unit-side surface walls, sills, windows and doors where their Unit-side

surface is outside the plane.

Section 3.3. Maintenance Responsibilities.

Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary descriptions, the Units, Common Elements and Limited Common Elements, shall be maintained and repaired by each Unit Owner and by the Association in accordance with the provisions of Sections 3307, 3208 and 3314 of the Act, except as expressly set forth to the contrary herein.

Section 3.4. Relocation of Unit Boundaries: Subdivision and Conversion of Units. Relocation of boundaries between Units and subdivision or conversion of Units will be permitted subject to compliance with the provisions therefor in Sections 3213 and 3215 of the Act, Section 7.1(1) of this Declaration and Sections 7.6 and Article 12 of the By-Laws and the Rules and Regulations of the Executive Board. Declarant further expressly reserves the option to subdivide any or all of the Units into two or more Units, Common Elements, or a combination of Units and Common Elements.

ARTICLE IV

Allocation of Common Elements and Limited Common Elements

Section 4.1. Designation of Limited Common Elements. Declarant reserves the right to allocate portions of the Property such as parking spaces as Limited Common Elements pursuant to Section 3209 of the Act. Declarant may allocate such Property as Limited Common Elements by making each allocation in a written instrument or in the deed to the Unit to which such Limited Common Element shall be appurtenant or by recording an appropriate amendment to the Declaration. Such allocations by Declarant may be to Units owned by Declarant.

Section 4.2. Designation of Reserved Common Elements. Reserved Common Elements are those parts of the Common Elements which the Executive Board may designate from time to time for use by less than all of the Unit Owners or by non-owners of any Units for specified periods of time or by only those persons paying fees or satisfying other reasonable conditions for use as may be established by the

Executive Board.

ARTICLE V

Easements

Section 5.1. Declarant's Use for Sales and Office Purposes. Declarant shall have the right to maintain models, management offices and sales offices on the Property and to relocate such models, management offices and sales offices from time to time within the Property. Declarant shall have the right to maintain office space within the Building.

Section 5.2. Utility Easements. The Units and Common Elements shall be, and '1 / are hereby made subject to easements in favor of the Declarant, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created in this Section 5.2 shall include, without limitation, rights of Declarant, or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wires, conduits and equipment and ducts and vents over, under, through along and on the Units, Common Elements and Limited Common Elements. Notwithstanding the foregoing provisions of this Section 5.2, unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located within substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant, or so as not to materially interfere with the use or occupancy of the Unit by its occupants.

Section 5.3. Declarant's Easement to Correct Drainage. Declarant reserves as easement on, over and under those portions of the Common Elements not located within the Building for the purpose of maintaining and correcting drainage of surface

water in order to maintain reasonable standards of health, safety and appearance. The easement created by this Section 5.3 expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, to move, remove, or alter any pavement, or to take any other action reasonably necessary to achieve this purpose, following. Which the Declarant shall restore the affected property as closely to its original condition as practicable.

Section 5.4. Existing Easements. The Property and all parts thereof are subject to easements, covenants, restrictions or conditions as may be set forth in prior instruments of record, specifically including those described on Exhibit "D" attached hereto and including any Agreement hereinbefore or hereinafter executed between Declarant and State College Borough Authority, which, inter alia, grants such Authority an easement for the Common Elements and on each Unit for the purpose of access to shut-off water valves and for the purposes of reading, repairing and replacing water meters inlets; and to other easements for utilities now or hereafter established or granted by Declarant or by the Executive Board. The Property is subject to perpetual rights of way over prescribed common roadways for ingress and egress to Common Elements and to Units as necessary and convenient, but which, unless and until dedicated and accepted as public roads, shall be subject to the regulations and control of the Executive Board for the good of the Unit Owners.

Section 5.5. Declarant's Easement for Development of Additional Real Estate. Declarant reserves an easement on, over and under those portions of the Common Elements and Limited Common Elements not located in a building which contains Units for all purposes relating to the construction, development, leasing, and sale of improvements on the Additional Real Estate. This easement shall include without limitation, the right of vehicular and pedestrian ingress and egress, the right to park motor vehicles and to engage in construction and marketing activities of any nature whatsoever, including the movement and storage of building materials and equipment, the conduct of sales, leasing and management activities, the maintenance of models and offices and the erection and maintenance of directional and promotional signs.

The easement created by this Section shall terminate upon the addition of the Additional Real Estate to the Condominium. Declarant, upon the addition of the Additional Real Estate to the Condominium shall have the easements and rights for construction and marketing activities with respect to the Condominium as are otherwise provided in the Act and this Declaration.

Section 5.6. Declarant's Easement for Development of Convertible Real Estate.

Declarant reserves an easement on, over and under those portions of the Common Elements and Limited Common Elements not located in a building which contains Units for all purposes relating to the construction, development, leasing, and sale of improvements on the Convertible Real Estate. This easement shall include without limitation, the right of vehicular and pedestrian ingress and egress, the right to park motor vehicles and to engage in construction and marketing activities of any nature whatsoever, including the movement and storage of building materials and equipment, the conduct of sales, leasing and management activities, the maintenance of models and offices and the erection and maintenance of directional and promotional signs.

The easement created by this Section shall terminate upon the conversion of the Convertible Real Estate to the Condominium. Declarant, upon the conversion of the Convertible Real Estate to the Condominium shall have the easements and rights for construction and marketing activities with respect to the Condominium as are otherwise provided in the Act and this Declaration.

Section 5.7. Service and Repair Easement. Each Unit Owner shall have an easement in common with all other affected Unit Owners to use all pipes, wires, ducts, cables, conduits, utility lines and other Common Elements serving his Unit and to any extent located in any other Unit, and such easement shall include also having the facility in place, and the servicing, maintaining, and replacing of same, and each Unit shall be subject to like easement in favor of all other affected Unit Owners.

Section 5.8. Structure Easement. Each Unit shall have an easement to the extent necessary for structural support over every other affected Unit and over each to the extent necessary, shall be subject to such easement for structural support; each

Unit Owner shall also have personal and vehicular easements over the Common Elements.

Section 5.9. Repairs. Executive Board. Assessments.

(a) The Executive Board shall have the right to reasonable access to each Unit to inspect the same, and to provide for removal of violations therefrom and generally to the extent set forth under the By-Laws, and to provide for service; maintenance, repair or replacement of Common Elements as necessary; and to service, maintain, repair, and replace such other equipment or elements as may be the responsibility of the Executive Board.

(b) All repair work contemplated by this Article shall be performed solely through the Executive Board; provided, however, that nothing contained herein shall be construed to prevent the levying of a specialty assessment and/or charge on one or more Unit Owners for work performed in relation to the easements provided and referred to herein.

(c) All such easements shall run with the land and inure to the benefit of and be binding upon the Executive Board, each Unit Owner and each mortgagee, lessee, occupant, or other person having any interest in any Unit or in Common Elements.

(d) Assessments, as special assessments shall be made by the Executive Board after it determines that one or more Unit Owners are responsible for the problem or problems which necessitated the work performed.

ARTICLE VI

Amendment of Declaration

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

ARTICLE VII

Use, Purposes and Restrictions

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

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

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

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

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

antennas shall be fixed or placed upon the exterior walls or roofs or any part thereof without the prior written consent of the Executive Board. " The following items shall be excluded from the foregoing prohibition: birdbaths, bird feeders, water fountains, planters (including the edge of sidewalks, allowing at least thirty-two inches for . passage), plant hangers, sculptures, tomato cages, wind chimes, barbecue grills, patio furniture and carpet, stained glass light catchers, thermometers, wreaths, Nittany Lion stickers, hose hangers, motion detectors, flag holders, banners, hanging planters, dog chains, and seasonal decorations. If, however, any item of the foregoing list should be offensive to a 2/3 majority of unit owners (one vote per unit), said item must be removed." Until such time as Declarant has conveyed title to the last Unit, the Declarant shall have the irrevocable right to display signs pertaining to the sale of the Units within or on the outside of the Buildings, and this right shall not be subject to amendment or modification by the Unit Owners. There may be signs identifying the building and directory signs, as placed by the Declarant or the Executive Board.

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

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

(g) Structural Integrity: Subdivision and Combination of Units. Nothing

shall be done to any Unit or on or in the Common Elements which will repair the structural integrity of the Buildings or which will structurally change the Buildings. No Unit may be divided or subdivided into a smaller Unit nor may any portion of any Unit be added to or incorporated into another Unit without the written consent of the Executive Board; except, Declarant, in regard to any Units owned or under Declarant's control, may subdivide or combine Units without the approval of the Executive Board or any Unit Owner. Additionally all requirements set forth in Sections 3213 and 3215 of the Act and in Section 7.5 and Article XIII of the By-Laws and the Rules and Regulations of the Executive Board must be satisfied.

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

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

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

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

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

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

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

(i) Draperies. If installed by a Unit Owner, all draperies, blinds and curtains must at a minimum include a white backing or lining and be subject to the rules and regulations as promulgated in the By-Laws and by the Executive Board.

(j) Parking Areas. Except for motor vehicles of the type normally used for personal, daily transportation, no vehicles or other property including, but not limited to, motor homes, trailers, boats, dump trucks or heavy commercial vehicles may be parked or stored in parking areas.

(k) Electrical Heating and Plumbing. No one shall overload the electrical wiring in the Property or operate any machinery, appliance, accessories, or equipment in such a manner as to cause, in the judgment of the Executive Board, any unreasonable disturbance, or make any alterations or connections with the heating or plumbing system without the prior written consent of the Executive Board.

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

involved, and collection may be enforced by the Executive Board in the same manner as the Executive Board is entitled to enforce collections of Common Expense, The Executive Board shall establish a property procedure for delivery of Notice of and holding of a Hearing wherein all interested parties may appear prior to the levying of any fine.

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

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

ARTICLE VIII

Leasing

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

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

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

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

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

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

approval of the Executive Board.

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

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

ARTICLE IX

Budgets, Common Expenses; Assessments and Enforcement

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

Section 9.2. Beginning of Monthly Payments. The obligation of each Unit Owner to make monthly payments as Common Expense or Limited Common Expense assessments shall begin accordance with the terms of an Agreement between Whitehall Associates and the Tussey View Condominium Association, dated April 1988. A copy of said Agreement is attached hereto as Exhibit "E".

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

ARTICLE X

Rights of Permitted Mortgagees

Section 10.1. Reports and Notices. Upon the specific written request of a holder of a mortgage on a Unit or its servicer to the Executive Board, the mortgagee shall be entitled to receive some or all of the following as designated in the request.

(a) Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Executive Board to the Owner of the Unit covered by the mortgage;

(b) Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Unit Owners;

(c) Copies of notices of meetings of the Unit Owners and the right to designate a representative to attend such meetings;

(d) Notices of the decision of the Unit Owners to make any material amendment to this Declaration;

(e) Notice of substantial damage to or destruction of any Unit (the repair of which would cost in excess of \$1,000) or any part of the Common Elements (the repair of which would cost in excess of \$10,000);

(f) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any of the Property;

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

Section 10.2. Information with Request. The request of a mortgagee or its servicer shall specify which of the above items it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Executive Board. The Executive Board need not inquire into the validity of any request made by the mortgagee hereunder.

Section 10.3. Failure of Compliance. Failure to comply with the requirements

set forth herein or in the By-Laws or rules and regulations shall in no way invalidate otherwise proper actions of the Association and the Executive Board.

ARTICLE XI

Declarant's Rights-Control

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

(b) Not later than 60 days after conveyance of 25% of the Units to Unit Owners other than Declarant, two of the five members (40%) of the Executive Board shall be elected by Unit Owners other than Declarant.

(c) Not later than the earlier of (i) seven years after the date of the recording of this Declaration, or (ii) 180 days after 75% of the Units have been conveyed to Unit Owners other than Declarant, shall elect a new five member Executive Board.

ARTICLE XII

Limitation of Liability

Section 12.1. Limited Liability of the Executive Board. The Executive Board, and its members in their capacity as members, officers and employees:

(a) Shall not be liable for the failure of any service to be obtained by the Executive Board and paid for by the Association, or for injury or damage to persons or property caused by the elements or by another Unit Owner or Person on the Property, or resulting from electricity, water, rain, dust or sand which may leak or flow from the outside or from any part of the Buildings, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place unless in each such instance such injury or damage has been caused by the willful misconduct or gross negligence of the Association or the Executive Board.

(b) Shall not be liable to the Unit Owners as a result of the performance of

the Executive Board members' duties for any mistake of judgment, negligence or otherwise, except for the Executive Board members' own willful misconduct or gross negligence.

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

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

(e) Shall have no personal liability in tort to a Unit Owner or any other person or entity, direct or imputed, by virtue of acts performed by or for them, except for the Executive Board members' own willful misconduct or gross negligence in the performance of their duties.

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

Section 12.2. Indemnification and Insurance. Each member of the Executive Board, in his capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he is an Executive Board member, officer or both at the time such expenses are

incurred, except in such cases wherein such Executive Board member and/or officer is adjudged guilty of willful misconduct or gross negligence in the performance of his duties; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he is then an Executive Board member) approved such settlement and reimbursement as being in the best interests of the Association; and provided further that indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board member and/or officer had no reasonable cause to believe his conduct was lawful. If not covered by insurance, the Executive Board may purchase insurance for the protection of the Executive Board, its members, or the Association, as the Executive Board deems proper; the premiums for which shall be a Common Expense. The indemnification by the Unit Owners set forth in this Section 12.2 shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

Section 12.3. Defense of Claims. Complaints brought against the Association, the Executive Board or the officers, employees or agents thereof in their respective capacities as such, or the Condominium as a whole, shall be directed to the Executive Board of the Association, which shall promptly give written notice thereof to the Unit Owners and the holders of any mortgages on Units and such complaints shall be defended by the Association. The Unit Owners and the holders of mortgages on Units shall have no right to participate in such defense other than through the Association.

ARTICLE XIII

Convertible Real Estate

Section 13.1. Reservation. Declarant hereby explicitly reserves an option, until the seventh (7th) anniversary of the recording of this Declaration, to add additional

buildings, Units and Limited Common Elements or any combination thereof, on the Convertible Real Estate from time to time in compliance with Section 3211 of the Act, without the consent of any Unit Owner or holder of a mortgage on any Unit. This option to convert may be terminated prior to such anniversary only upon the filing of an amendment to this Declaration by the Declarant. Declarant expressly reserves the right to convert any or all portions of the Convertible Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be converted, added or withdrawn, provided, however, that the Convertible Real Estate shall not exceed the area described and labeled as such on the Plats and Plans. There are no other limitations on this option to convert Convertible Real Estate.

Section 13.2. Assurances. If the Convertible Real Estate is converted, the buildings on the Convertible Real Estate will be located approximately as shown on the Plats and Plans. At such time as the Convertible Real Estate is completely converted, the maximum number of Units in the aggregate, including the Convertible Real Estate, will be no more than sixteen (16) Units. The maximum percentage of the aggregate floor area of all Units (after conversion) that may be created within the Convertible Real Estate, if such Convertible Real Estate is converted, is eighty (80%) percent and the maximum number of additional Units which may be created is twelve (12). Any buildings to be renovated or constructed within the Convertible Real Estate and Units therein shall be compatible in quality, size, materials and architectural style with the buildings and Units on other portions of the Property. All restrictions in this Declaration affecting use, occupancy and alienation of Units shall apply to Units created with the Convertible Real Estate. No assurances are made as to any other improvements and Limited Common Elements to be made or created in the Convertible Real Estate, nor the proportion of Limited Common Elements to Units therein. The reallocation of Percentage Interests in the Convertible Real Estate and the Property shall be computed as required by Article III, Section 1 above.

ARTICLE XIV

Additional Real Estate

Section 14.1. Reservation. Declarant hereby explicitly reserves an option, until the seventh (7th) anniversary of the recording of this Declaration, to add all or any portion of the Additional Real Estate to the Condominium in compliance with Section 3211 of the Act, without the consent of any Unit Owner or holder of a mortgage of any Unit. This option to add may be terminated prior to such anniversary only upon the filing of an amendment to this Declaration by the Declarant. Declarant expressly reserves the right to add any or all portions of the Additional Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be converted, added or withdrawn, provided, however, that the Additional Real Estate shall not exceed the area described and labeled as such on the Plats and Plans. There are no other limitation on this option to add Additional Real Estate.

Section 14.2. Assurances. If the Additional Real Estate is added, the buildings on the Additional Real Estate will be located approximately as shown on the Plats and Plans. At such time as the Additional Real Estate is completely added, the maximum number of Units in the aggregate, including the Additional Real Estate, will be no more than forty(40) Units. The maximum percentage of the aggregate floor area of all Units (after addition) that may be created within the Additional Real Estate, if such Additional Real Estate is added, is sixty-five (65%) percent and the maximum number of additional Units which may be created is twenty-four (24). Any building to be renovated or constructed within the Additional Real Estate and Units therein shall be compatible in quality, size, materials and architectural style with the buildings and Units on other portions of the Property. All restrictions in this Declaration affecting use, occupancy and alienation of Units shall apply to Units created with the Additional Real Estate. No assurances are made as to any other improvements and Limited Common Elements to be made or created in the Additional Real Estate, nor the proportion of Limited Common Elements to Units therein. The reallocation of Percentage Interests in the

Additional Real Estate and the Property shall be computed as required by Article III, Section 1 above.

ARTICLE XV

Encroachments

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

ARTICLE XVI

Separate Mortgages, Taxes, Utility Charges

Section 16.1. Mortgages. Each Unit Owner shall have the right to mortgage or encumber only his own designated Unit together with only his proportionate undivided share in the Common Elements, and he shall have no right, power, or authority to in any way encumber or affect the title to any other part of or interest in the property.

Section 16.2. Utilities. Each Unit Owner shall pay for his own telephone, electricity, water, sewer, gas (if any), cable TV, and/or other utilities which are separately metered or billed to each user by the appropriate utility company. Failure to pay water charges due to State College Borough Authority could result in termination of water services to all Units; if this occurs, the Board may pay such charges which will become a lien against the Unit failing to make such payment. Utilities not separately metered or billed may be treated as part of the Common Expenses or in the event the said utility services are supplied to some Units but less than all Units, the Executive Board may reasonably prorate these charges over the Units using such services, and require such Unit Owner to pay his prorata share of such charges, which shall become a charge or lien against the Unit, enforceable in accordance with this Declaration. The decision of the Executive Board to prorate, and its determination of prorata shares and charges shall be final and binding to all.

ARTICLE XVII

Termination

The property may be removed from the provisions of the Act by a written ratification, duly recorded, and executed by all the Unit Owners, holders of all mortgages, judgments or other liens affecting the units. Once the property has been removed, and if it is not to be sold, the former Unit Owners shall become tenants in common of the property as provided by the Act.

ARTICLE XVIII

Interpretation

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

ARTICLE XIX

Severability

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

ARTICLE XX

Captions

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

EXHIBIT "A"

Real Estate

That portion of real estate described below, which is labeled, "Must be built", as delineated on sheet 1 of 2 of the Unit Plan of Tussey View Condominiums, as recorded in Centre County Plat Book , Page , and which is a portion of:

ALL that certain messuage, tenement and tract of land situate, lying and being partly in College Township, Centre County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at an iron pin located on the westerly edge of the sixty (60) foot right-of-way of Waupelani Drive Extension, said point being the common corner of this lot and lands now or formerly of Briarwood Apartments Limited Partnership (DB 439, Pg. 763); thence along the westerly edge of said right-of-way, along the arc of a curve to the right, a distance of 54.18 feet, said curve having a radius of 1092.82 feet, an interior angle of 02° 50' 49", and a chord bearing of South 43° 54' 19" East a distance of 54.18 feet to a concrete monument; thence continuing along same, along the arc of a curve to the left, a distance of 53.37 feet, said curve having a radius of 60.00 feet, an interior angle of 50° 57' 49", and a chord bearing of South 06° 36' 48" East a distance of 51.63 feet to a concrete monument; thence continuing along same, along the arc of a curve to the left, a distance of 101.06 feet, said curve having a radius of 60.00 feet, an interior angle of 96° 30' 00", and a chord bearing of South 80° 20' 43" East a distance of 89.53 feet to a concrete monument and lands now or formerly of Winston Corporation (Ms. Bk. 157, Pg. 572); thence along lands of said Winston Corporation, South 38° 09' 22" East a distance of 468.02 feet to an iron pin and lands now or formerly of R. J. Witmer (DB 272, Pg. 180); thence along lands of said R. J. Witmer, South 54° 55' 29" West a distance of 400.43 feet to a point located on the boundary between College Township and Ferguson Township; thence along said Township boundary, and along other lands of Whitehall Associates, North 30° 18' 00" West a distance of 505.20 feet to an iron pin and lands of aforesaid Briarwood Apartments Limited Partnership; thence along lands of said Briarwood Apartments Limited

partnership, North 16° 20' 02" East a distance of 110.55 feet to an iron pin; thence continuing along same, North 64° 17' 29" East a distance of 179.99 feet to an iron pin; thence, continuing along same, North 45° 34' 12" West a distance of 75.00 feet to a concrete monument; thence continuing along same, North 44° 27' 43" East a distance of 114.85 feet to an iron pin on the westerly edge of Waupelani Drive extension and the point of beginning.

CONTAINING 5.626 acres, more or less, and being more fully described and depicted on a subdivision plan entitled "Preliminary/Final Subdivision Plan of Whitehall Associates and Winston Corporation" dated April 10, 1987 and recorded in Plat Book 37, Page 7.

BEING a portion of the same premises which Highland Development Joint Venture, by its deed dated November 4, 1985, and recorded in Centre Count Deed Book 437, Page 487, granted and conveyed into Elwood Bartges and Ann Bartges, his wife; Richard S. Guyer and Joyce F. Guyer, his wife; Stephen R. Guyer and Theresa Guyer his wife; H. B. Graves; and Dabro Construction, Inc., partners, Under/b/a Whitehall Associates.

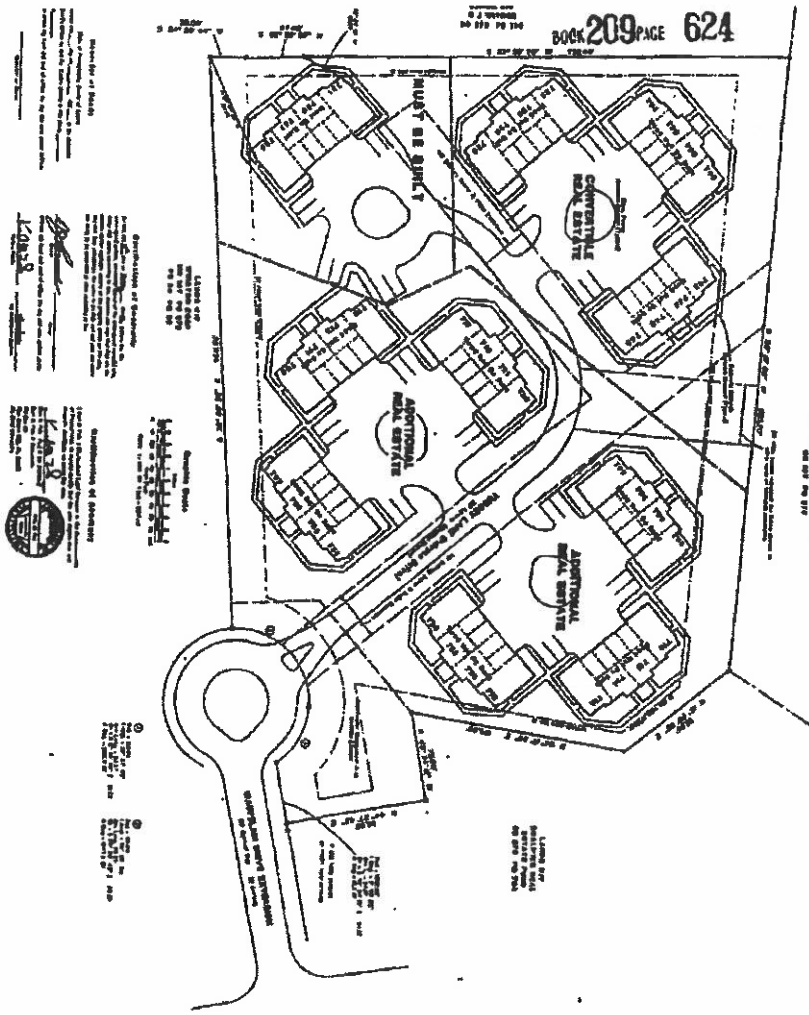
UNDER AND SUBJECT, NEVERTHELESS, to all existing easements, restrictions, covenants and conditions of record.

The property herein conveyed is under the restriction that no abortion clinic shall be installed or allowed in, on or about an portion of the land herein conveyed for a period of 20 years from November 4, 1985.

EXHIBIT "B"

Plats and Plans

(see pages 28 and 29)

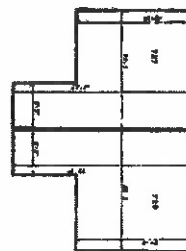


Declaration of Condominium
 I, the undersigned, being the owner of the property described in the foregoing plat, do hereby declare that the same is to be used as a condominium project, and that the same is to be divided into the following number of units, to-wit: _____

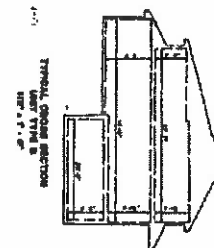
Declaration of Condominium
 I, the undersigned, being the owner of the property described in the foregoing plat, do hereby declare that the same is to be used as a condominium project, and that the same is to be divided into the following number of units, to-wit: _____



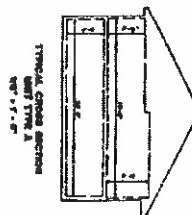
UNIT PLAN
 Tussey View
 Condominiums
 College Township
 Centre County, Pa.
 April 14, 1988



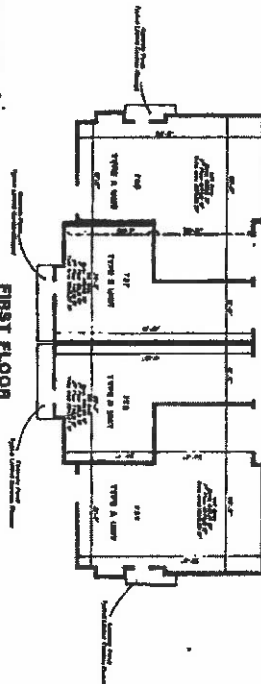
SECOND FLOOR



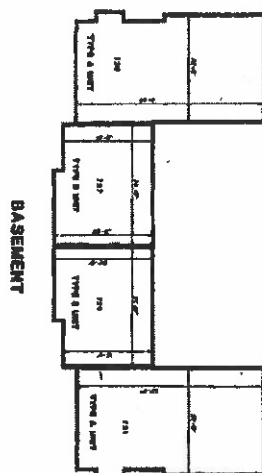
TYPICAL CROSS SECTION
UNIT TYPE B
10' 0"



TYPICAL CROSS SECTION
UNIT TYPE A
10' 0"



FIRST FLOOR
AS-SHIFT
FLOOR PLAN
10' 0"



BASEMENT

UNIT PLAN
Tuesley View
Condominiums
College Township
Canton, Ohio, Pa.
APRIL 14, 1985

EXHIBIT "C"
Percentage Interest

Unit	Square Feet	% Interest Total	Votes
701	1905.28	2.41%	1
703	2043.27	2.59%	1
705	2043.27	2.59%	1
707	1905.28	2.41%	1
709	1905.28	2.41%	1
711	2043.27	2.59%	1
713	2043.27	2.59%	1
715	1905.28	2.41%	1
717	1905.28	2.41%	1
719	2043.27	2.59%	1
721	2043.27	2.59%	1
723	1905.28	2.41%	1
702	1905.28	2.41%	1
704	2043.27	2.59%	1
706	2043.27	2.59%	1
708	1905.28	2.41%	1
710	1905.28	2.41%	1
712	2043.27	2.59%	1
714	2043.27	2.59%	1
716	1905.28	2.41%	1
718	1905.28	2.41%	1
720	2043.27	2.59%	1
722	2043.27	2.59%	1
724	1905.28	2.41%	1
725	1905.28	2.41%	1

727	2043.27	2.59%	1
729	2043.27	2.59%	1
731	1905.28	2.41%	1
726	1905.28	2.41%	1
728	2043.27	2.59%	1
730	2043.27	2.59%	1
732	1905.28	2.41%	1
734	1905.28	2.41%	1
736	2043.27	2.59%	1
738	2043.27	2.59%	1
740	1905.28	2.41%	1
742	1905.28	2.41%	1
744	2043.27	2.59%	1
746	2043.27	2.59%	1
748	1905.28	2.41%	1
Totals	78971 sqft	100%	40

EXHIBIT "D"

EXISTING EASEMENTS

1. Right-of-way to West Penn Power Company, as recorded march 20, 1962, in Centre County Miscellaneous Book 33, Page 88.
2. Right-of-way to West Penn Power Company, as recorded March 15, 1949, in Centre County Miscellaneous Book 39, Page 380.
3. Right-of-way to Bell Telephone Company, as recorded May 3, 1949, in Centre County Miscellaneous Book 39, Page 494.
4. Right-of-way to Bell Telephone Company, as recorded February 4, 1959, in Centre County Miscellaneous Book 59, Page 205.
5. Restriction that no abortion clinic be installed or allowed in, on or about the property for twenty years, as recorded November 12, 1985, in Centre County Deed Book 437, Page 437.
6. Agreement for water service for 10 buildings consisting of 40 units with State College Borough Water Authority, as recorded July 27, 1987, in Centre County Miscellaneous Book 202, Page 548.
7. Right-of-way to West Penn Power Company, as recorded March 9, 1988, in Centre County Miscellaneous Book 208, Page 183.
8. Reimbursement agreement for water line with State College Borough Water Authority, as recorded March 28, 1988 in Centre County Miscellaneous Book 208, Page 662.
9. Right-of-way to Bell Telephone Company and West Penn Power Company, as recorded April 14, 1988 in Centre County Miscellaneous Book 208, Page 1047.

EXHIBIT "E"

AGREEMENT

THIS AGREEMENT made this 6th day of May, 1988, by and between WHITEHALL ASSOCIATES, Declarant of Tussey View Condominiums, a Condominium, herein after referred to "Whitehall".

A

N

D

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

BACKGROUND

Whitehall intended to create a condominium known as "Tussey View Condominiums" and Association is the entity created under the Pennsylvania Uniform Condominium Act to, among other things, administer, collect and disperse payments for the Common Expense and Limited Common Expense of the Condominium. The parties desire to enter into an Agreement setting forth the time at which the payments of monthly assessments of Unit Owners shall begin.

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

Whitehall and Association agree that Whitehall shall be responsible for all items of Common Expense and Limited Common Expense of the condominium known as "Tussey View Condominiums" until Whitehall notifies the Association in writing that the payment of monthly assessments by Unit Owners should begin. The monthly payment of Unit Owners shall begin on the first day of a month, the Whitehall agrees to give Association at least 15 days prior notice. In no event shall the effective date of the beginning of monthly payments be until after the closing on the sale of at least one Unit.

CERTIFICATION AS TO OWNER APPROVAL

I, **Roxanna Nestlerode**, do hereby certify that I am the duly elected and qualified Secretary for The Tussey View Condominium Association, and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that (a) the attached Revised Declaration for the Association was duly approved by the owners of the Association on or about **October 1998** in accordance with the provisions of the original Declaration for the Association, and (b) the Revised Declaration, since the date approval, has been distributed in writing and provided to all subsequent purchasers of units within the Association at the time of their purchase (or prior thereto).

Date: Dec. 6, 2017

Roxanna Nestlerode
Roxanna Nestlerode, Secretary

Acknowledgment:

State of Pennsylvania

County of Centre

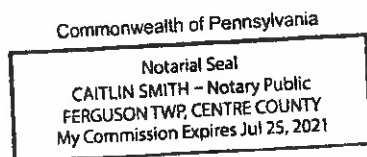
This record was acknowledged before me on 12/6/17 (date)

by Roxie Nestlerode (name(s) of individual(s)).

Signature of notarial officer

Caitlin Smith

Stamp



My commission expires: 7/25/21