

**Final Documents for
The Single Family Homes at
The Village at Penn State**

Single Family Association Documents

Single Family Declaration
Recorded in Centre County 9/9/2003
Record Book 1596. Page 500

Single Family Association
By Laws
Not to be recorded

OF

The Single Family Homes at
The Village at Penn State

A PENNSYLVANIA PLANNED UNIT DEVELOPMENT

PURSUANT TO THE PROVISIONS OF THE PENNSYLVANIA UNIFORM PLANNED
COMMUNITY ACT, 68 Pa. C.S. 5101 et. seq.

SUBMISSION; DEFINED TERMS	5
Section 1.1 Declarant; Property; County; Name	5
Section 1.2 Easements and Licenses	5
Section 1.3 Overview Outline	6
Section 1.4 Maximum Number of Units	6
Section 1.5 Defined Terms	7

ARTICLE II

ALLOCATION OF PERCENTAGE INTERESTS, VOTES AND COMMON EXPENSE LIABILITIES; UNIT IDENTIFICATION AND BOUNDARIES	9
Section 2.1 Percentage Interests, Votes and Common Expense Liabilities	9
Section 2.2 Unit Boundaries	10

ARTICLE III

ALLOCATION AND RESTRICTION OF COMMON ELEMENTS, CONTROLLED FACILITIES, LIMITED COMMON ELEMENTS, AND LIMITED CONTROLLED FACILITIES	10
Section 3.1 Common Elements	10
Section 3.2 Binding Obligation	10
Section 3.3 Ownership of Common Facilities Prior to Association	10
Section 3.4 Providing of Land as a Common Facility	10
Section 3.5 Storm Drains and Storm Water Management Basins	10
Section 3.6 Limited Common Elements	10
Section 3.7 Controlled Facilities	11
Section 3.8 Limited Controlled Facilities	11
Section 3.9 Use of Sidewalk and Street Limited Common Elements	11
Section 3.10 Surface Parking Spaces; Other Areas	11
Section 3.11 Changes by Executive Board	11

ARTICLE IV

MAINTENANCE, REPAIR AND REPLACEMENT RESPONSIBILITIES	11
Section 4.1 Maintenance Responsibilities	11
Section 4.2 Association Maintains Common Elements	11
Section 4.3 Action by Executive Board to Remedy Unsatisfactory Conditions	12

ARTICLE V

EASEMENTS	12
-----------------	----

ARTICLE VI

COMPLETION OF COMMON FACILITIES	12
---------------------------------------	----

ARTICLE VII

AMENDMENT OF DECLARATION	12
Section 7.1 Amendment Generally	12

ARTICLE VIII

USE RESTRICTIONS	13
Section 8.1 Use and Occupancy of Units and Common Elements	13
Section 8.2 Prohibited Uses and Nuisances	14
Section 8.3 Survival of Article VIII	17

ARTICLE IX

LEASING	18
---------------	----

ARTICLE X

BUDGETS; COMMON EXPENSES; ASSESSMENTS; AND ENFORCEMENT	18
Section 10.1 Definition of Common Expenses	18
Section 10.2 Apportionment of Common Expenses	18
Section 10.3 Annual Payments	18
Section 10.4 Subordination of Certain Charges	18
Section 10.5 Surplus	18
Section 10.6 Assignment of Income Rights	19
Section 10.7 Special Allocation of Expenses	19
Section 10.8 Commencement of Common Expense Assessments	19
Section 10.9 Personal Liability of Unit Owners	19
Section 10.10 No Waiver of Liability for Common Expenses	19
Section 10.11 Acceleration of Common Expense Assessments	19
Section 10.12 Confessions of Judgment	20
Section 10.13 Lien	20
Section 10.14 Association Records	21
Section 10.15 Statements of Unpaid Assessments	21

ARTICLE XI

RIGHTS OF PERMITTED MORTGAGEES	21
Section 11.1 Reports and Notices	21

ARTICLE XII

EXECUTIVE BOARD; DECLARANT RIGHTS; SPECIAL DECLARANT RIGHTS	22
Section 12.1 Overview	22
Section 12.2 Control	22
Section 12.3 Declarant Rights	23

ARTICLE XIII

LIMITATION OF LIABILITY	23
Section 13.1 Standard of Conduct	23
Section 13.2 Good Faith Reliance	24
Section 13.3 Limited Liability	24
Section 13.4 Rules & Regulations	24
Section 13.5 Indemnification	24
Section 13.6 Directors & Officers Insurance	25

ARTICLE XV

CONVERTIBLE REAL ESTATE25

ARTICLE XVI

ADDITIONAL REAL ESTATE25

ARTICLE XVII

INSURANCE
 Section 17.1 Insurance to be Carried by Association26

ARTICLE I
SUBMISSION; DEFINED TERMS

Section 1.1 Declarant; Property; County; Name.

Pinnacle Development, LLC, having its principal offices located at 501 Rolling Ridge Drive, Suite 200, State College, Pennsylvania 16801 (Declarant), owner in fee simple of the Real Estate located in Patton Township, Centre County, Pennsylvania, a perimeter description of which is designated Exhibit "A" attached hereto. Declarant hereby submits the Real Estate described in Exhibit "B" and the buildings and improvements erected or to be erected thereon (collectively, the "Property") to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa.C.S. 5101 et. seq. (the "Act") and hereby creates with respect to the Property, a Flexible Sub Planned Unit Development to be known as The Single Family Homes at The Village at Penn State, a Sub Planned Unit Development of The Village at Penn State. The Real Estate identified in Exhibit B herein shall be held pursuant to the terms of this Declaration and the Master Declaration identified in Section 1.3 herein.

Section 1.2 Easements and Licenses.

- 1.2.1 Right-of-way to the Bell Telephone Company as recorded July 8, 1939 in Miscellaneous Book 30, Page 240.
- 1.2.2 Right-of-way to the Bell Telephone Company as recorded February 1, 1967 in Miscellaneous Book 98, Page 43.
- 1.2.3 Right-of-way to the Bell Telephone Company as recorded April 17, 1969 in Miscellaneous Book 105, Page 653.
- 1.2.4 Declaration of Protective Covenants to run for 35 years as recorded May 2, 1969 in Miscellaneous Book 105, Page 987.
- 1.2.5 Right-of-way to the Bell telephone Company as recorded June 9, 1972 in Miscellaneous Book 117, Page 410.
- 1.2.6 Deed of Dedication to Toftrees Homeowners Association, Inc. as recorded August 19, 1970 in Deed Book 318, Page 454.
- 1.2.7 Deed of Dedication to Toftrees Homeowners Associations, Inc. as recorded May 21, 1975 in Deed Book 353, Page 263.
- 1.2.8 Deed of Dedication to Township of Patton as recorded January 27, 1972 in Deed Book 328, Page 509.
- 1.2.9 Clean & Green Applications as recorded January 13, 1995 in Clean and Green Book 6, Page 289.

- 1.2.11 Portion of a right-of-way from the extension of Toftrees Avenue as recorded in Deed Book 674, Page 128.
- 1.2.12 Twenty Foot (20') wide sanitary sewer easement as recorded in Deed Book 674, Page 128.
- 1.2.13 Fifteen Foot (15') wide right-of-way for ingress and egress to Bruce and Susan Heim as described in Deed Book 396, Page 196 and Deed Book 674, Page 128.
- 1.2.14 Fifteen Foot (15') wide water line easement as described in Deed Book 275, Page 114; Deed Book 275, Page 114 and Deed Book 274, Page 128.
- 1.2.15 Affidavit of Edward M. Mittleman, former Trustee of the Sieglund Irrevocable Trust Agreement dated November 11, 1992 recorded in Miscellaneous Book 186, Page 1030.
- 1.2.16 Affidavit of Robert N. Levy appointing Judith O. Sieg, as Co-trustee under the Sieglund Irrevocable Trust under Trust Agreement dated November 11, 1992 in Miscellaneous Book 188, Page 303.
- 1.2.17 UNDER AND SUBJECT to that portion of a R/W for the extension of Toftrees Avenue as more fully shown on the above-mentioned Land Disposition Map.
- 1.2.18 UNDER AND SUBJECT to a 20 foot wide sanitary sewer easement as more fully shown on the aforementioned Land Disposition Map.
- 1.2.19 ALSO UNDER AND SUBJECT to a 15 foot wide R/W for ingress and egress to Bruce and Susan Heim as described in Deed Book 396, Page 196.
- 1.2.20 ALSO UNDER AND SUBJECT to a 15 foot wide water line easement, refer to water use rights as stated in Deed Book 275, Page 114.
- 1.2.21 Easements created in the Master Planned Unit Development and any Sub-Planned Unit Development.

Section 1.3 Overview Outline.

This Sub Planned Unit Development, named The Single Family Homes at the Village at Penn State is being created by the Declarant pursuant to the terms and conditions of the Declaration of Planned Community of the Village at Penn State as recorded in the Office of the Recorder of Deeds for Centre County, Pennsylvania in Record Book 1596 Page 441.

The Property as set forth in Exhibit B, which the Declarant is submitting to form this Sub Planned Unit Development, is a portion of the premises, which the Declarant owns as set forth in Exhibit A. The Declarant may from time to time convert from

The maximum number of units created by this Sub Planned Unit Development shall be 506.

Section 1.5 Defined Terms.

- 1.5.1 Capitalized terms not otherwise defined herein or in the Plats and Plans shall have the meanings specified or used in the Act.
- 1.5.2 The following terms are used or defined in general terms in this Act and shall have the specific meaning herein as follows:
 - A. "Allocated Interests" means the Common Expense Liability and vote of the Master Planned Unit Development and its association and the Limited Common Expense Liability and votes of the Sub Planned Unit Development and its association allocated to each unit.
 - B. "Association" means the Association as defined in the Master Planned Unit Development Declaration designated the Master Association and the Association created in the Sub Planned Unit Development Declaration known as the Sub Association.
 - C. "Common Elements" means the same as defined in the Master Planned Unit Development Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
 - D. "Common Expense Liability" means the same as defined in the Master Planned Unit Development Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
 - E. "Common Expenses" means the same as defined in the Master Planned Unit Development Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
 - F. "Common Facilities" means the same as defined in the Master Planned Unit Development Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
 - G. "Controlled Facilities" means the same as defined in the Master Planned Unit Development Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
 - H. "Convertible Real Estate" means the same as defined in the Master Planned Unit Development Declaration which shall control and be

- I. "Declarant" means the same as defined in the Master Planned Unit Development Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
- J. "Declaration" means the same as defined in the Master Planned Unit Development Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
- K. "Declarant Rights" means the same as defined in the Master Planned Unit Development Declaration, which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
- L. "Executive Board" means the same as defined in the Master Planned Unit Development Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
- M. "Flexible Planned Community" means the same as defined in the Master Planned Unit Development Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
- N. "General Common Expenses" means the same as defined in the Master Planned Unit Development Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
- O. "Identifying Number" means the same as defined in the Master Planned Unit Development Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
- P. "Limited Common Elements" means the same as defined in the Master Planned Unit Development Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
- Q. "Limited Common Expenses" means the same as defined in the Master Planned Unit Development Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
- R. "Limited Common Facility" means the same as defined in the Master Planned Unit Development Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.

- T. "Party Wall" means the same as defined in the Master Planned Unit Development Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
- U. "Perimeter Wall" means the same as defined in the Master Planned Unit Development Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
- V. "Planned Community" means the same as defined in the Master Planned Unit Development Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
- W. "Plats and Plans" means the plats and plans of the Master Planned Unit Development as well as the plats and plans of this Sub Planned Unit Development attached hereto as Exhibit "D".
- X. "Purchaser" means the same as defined in the Master Planned Unit Development Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
- Y. "Real Estate" means the same as defined in the Master Planned Unit Development Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
- Z. "Sub Planned Unit Development" means the same as defined in the Master Planned Unit Development Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
- AA. "Unit" means the same as defined in the Master Planned Unit Development Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
- BB. "Unit Owner" means the same as defined in the Master Planned Unit Development Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
- CC. "Withdrawable Real Estate" means the same as defined in the Master Planned Unit Development Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.

Section 2.1 Percentage Interests, Votes and Common Expense Liabilities.

- 2.1.1 Attached as Exhibit C hereto is a list of all Units by their Identifying Numbers and the Percentage Interest appurtenant to each Unit. The Percentage Interest appurtenant to each Unit is a fraction; the numerator of which is the particular Unit and the denominator of which is the total number of Units within the Sub Planned Community.
- 2.1.2 Each Unit shall have the number of votes in the Sub Association equal to its Percentage Interest, specifically, one vote per Unit.
- 2.1.3 The share of Common Expense Liability appurtenant to each Unit shall be in proportion to its Percentage Interest.

Section 2.2 Unit Boundaries.

- 2.2.1 The title lines or boundaries of each Unit are situated as shown on the Plats and Plans.
- 2.2.2 Each Unit in the Sub Planned Community is a single subdivided lot as depicted in the Plats herein and as shall be amended from time to time by the Declarant if additional real estate is added pursuant to the terms herein. The Plats also indicate each Unit's identifying number.

ARTICLE III
**ALLOCATION AND RESTRICTION OF COMMON ELEMENTS, CONTROLLED
FACILITIES, LIMITED COMMON ELEMENTS AND LIMITED CONTROLLED
FACILITIES**

Section 3.1 Common Elements.

This section and the subsections shall be the same as the Master Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.

Section 3.2 Binding Obligation.

This section shall be the same as the Master Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.

Section 3.3 Ownership of Common Facilities Prior to Association.

This section shall be the same as the Master Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.

defined by the Executive Board of the Master Association whose interpretation shall be final and binding.

Section 3.5 Storm Drains and Storm Water Management Basins.

This section shall be the same as the Master Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.

Section 3.6 Limited Common Elements.

Those portions of the Common Elements serving only one or more, but fewer than all, Units within the Sub Planned Community are Limited Common Elements allocated only to the Unit or Units which they serve. Without limiting the generality of Section 1.5.2P hereof, the following portions of the Property are hereby designated as Limited Common Elements:

3.6.1 Cluster Mail Boxes

3.6.2 Any other as defined or shown on the plans now or amended

Section 3.7 Controlled Facilities.

This section shall be the same as the Master Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.

Section 3.8 Limited Controlled Facilities.

Those portions of Controlled Facilities, other than the Controlled Facilities which are themselves part of a Unit allocated by or pursuant to the Sub Declaration for the exclusive use of one or more, but fewer than all, of the Units. The following portions of the Property are designated as Limited Controlled Facilities:

3.8.1 Any as defined or shown on the plans now or amended.

Section 3.9 Use of Sidewalk and Street Limited Common Elements.

This section shall be the same as the Master Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.

Section 3.10 Surface Parking Spaces; Other Areas.

This section shall be the same as the Master Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.

or improvements to the Limited Common Elements, which in its judgment deems necessary.

ARTICLE IV **MAINTENANCE, REPAIR AND REPLACEMENT RESPONSIBILITIES**

Section 4.1 Maintenance Responsibilities.

This section shall be the same as the Master Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.

Section 4.2 Association Maintains Common Elements.

The Sub Association shall maintain, repair and replace all of the Limited Common Elements and Limited Controlled Facilities, as defined in this Sub Declaration, so that the same are in good order and repair and in an attractive condition consistent with a residential and commercial community, and in connection therewith, the Sub Association shall continually keep and maintain, or cause to be continually kept and maintained, all improvements to the Limited Common Elements and Limited Controlled Facilities in a safe, sightly and serviceable condition which repair and maintenance shall include replacement, cleaning, lighting, painting, landscaping, removing obstructions, snow, water and ice from private streets, re-paving and surfacing the curbs, walks, utilities and drainage facilities, directional signs and lighting facilities as necessary from time to time. Maintenance of the Limited Common Elements by the Sub Association includes the payment of all utility charges applicable to the Limited Common Elements.

Section 4.3 Action by Executive Board to Remedy Unsatisfactory Conditions.

Any person authorized by the Executive Board shall have the reasonable right of access to all portions of the Property, including a Unit, for the purpose of correcting any condition threatening any other Unit or the Limited Common Elements, and for the purpose of performing installations, alterations or repairs; for the purpose of reading, repairing, replacing utility meters and related pipes, valves, wires and equipment; and for other proper purposes provided that all requests for entry are made in advance and that any such entry is at a time reasonably convenient to the affected Unit Owner. In case of any emergency, reasonable attempts to notify the Unit Owner shall be made, however, such right of entry shall be immediate, whether or not the Unit Owner is present at the time. If damage is inflicted on the Limited Common Elements or Limited Controlled Facilities, or on any Unit through which access is taken, the Unit Owner is responsible for the damage or the Sub Association, if it is responsible, is liable for the prompt repair of the damage.

Article V shall be the same as Article V and all Subsections of the Master Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.

ARTICLE VI **COMPLETION OF COMMON FACILITIES**

Article VI shall be the same as Article VI and all Subsections of the Master Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.

ARTICLE VII **AMENDMENT OF DECLARATION**

Section 7.1 Amendment Generally.

This Declaration, including the Plats and Plans, may be amended only by vote of at least sixty-seven (67%) percent of the Association, except unanimous consent of all Unit Owners affected shall be required to create or increase Special Declarant Rights, alter the terms or provisions governing the completion or conveyance or lease of Common Facilities or increase the number of Units or change in the boundaries of any Unit, the Common Expenses, Liability or voting strength in the Association allocated to a Unit or the uses to which a Unit is restricted. No Declaration provisions pursuant to which any Special Declarant Rights have been reserved to a Declarant shall be amended without the express written joinder of the Declarant in such amendment. This section shall not apply to amendments executed by a Declarant under Section 5210 (e) or (f) (relating to Plats and Plans), Section 5211 (a) (relating to conversion and expansion of Flexible Planned Communities), Section 5212 (a) (relating to withdrawal or Withdrawable Real Estate) or amendments executed by the Association under Section 5107 (relating to eminent domain), Section 5209 (relating to Limited Common Elements), Section 5215 (relating to subdivision or conversion of Units), or amendments executed by certain Unit Owners under Section 5209 (b) and Section 5214 (a) (relating to relocation of boundaries between Units), Section 5215 and Section 5220 (b) (relating to termination of Planned Community).

Notwithstanding the above, any amendment proposed to be adopted pursuant to the terms of this Declaration shall not in any way amend, alter or change any of the provisions of the Master Declaration. To that end, before any amendment may be adopted it must be submitted to the Master Executive Board to determine if such amendment will amend, alter or change any of the provisions of the Master Declaration. The interpretation of whether the proposed amendment of this Sub Declaration shall amend, alter or change any provision of the Master Declaration shall be the exclusive decision of the Master Executive Board whose decision shall be final.

... to correct an ambiguity, correct or supplement any provision of the Declaration, including Plats and Plans, that is defective, missing or inconsistent with any other provision of the Declaration or Act or conform to the requirements of any agency or entity that has established national or regional standards with respect to loans secured by mortgages or deeds of trust or Units in Planned Community or so called "PUD" projects, such as Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation, the Executive Board may effect an appropriate corrective amendment without approval of the Unit Owners or the holders of line on the Planned Community, upon receipt of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of Section 5219 of the Act.

Section 7.3 Rights of Secured Lenders.

Annexation of additional properties, mergers and consolidations, dedication of Common Areas and amendment of the Declaration requires prior approval of HUD/VA as long as the Declarant exercises his Special Declarant Rights which extend for a period of time of seven (7) years from the date of the first conveyance of a Unit to a person other than the Declarant; provided, however, that the Declarant's Special Rights will terminate sixty (60) days after conveyance of seventy-five (75%) percent of the Units which may be created to Unit Owners other than Declarant. Declarant's Special Rights which entitle it to unilaterally convert Convertible Real Estate, add Additional Real Estate and withdraw Withdrawable Real Estate, cause mergers and consolidations and appoint or remove the Executive Board, extended from the date of the first conveyance of a Unit to a person other than the Declarant for not more than five (5) years; provided however, that the Declarant's Special Rights will terminate sixty (60) days after conveyance of seventy-five (75%) percent of the Units which may be created to Unit Owners other than Declarant.

ARTICLE VIII
USE RESTRICTIONS

Section 8.1 Use and Occupancy of Units and Common Elements.

Section 8.1 shall be the same as Section 8.1 and all Subsections of the Master Declaration, which are restated here for purposes of specific notice to any purchaser.

8.1.1 Architectural Standards.

A. Approval.

1. Subject to the operation and effect of the provisions of this Article VIII, and except for any improvements by Declarant, no improvements or other structure of any kind whatsoever shall be constructed, reconstructed, placed, maintained, or modified (other than: (1) exterior repainting in the same color as the existing color, upon prior written approval of the Executive Board (hereinafter "Board") and (2) interior painting or other modifications not visible from or affecting the exterior of the dwelling), and no landscaping on a lot shall be altered, unless such action and

an accurate or other reasonable cause, and to withhold such approval until plans and specifications, showing in reasonable detail the nature, kind, shape, height, materials, location, and approximate cost of such improvement have been submitted to S&A Custom Built Homes, Inc.

2. If any Unit Owner submits to S&A Custom Built Homes, Inc. a written application for approval of any improvement, as aforesaid, and if the Board has not disapproved, in writing, said application within sixty (60) days of receipt thereof, such approval shall thereupon be deemed to have been given.
 3. The affirmative vote of a majority of the members of the Board shall be required for it to take any action; provided that such majority may designate one member to act for it.
- 8.1.2. The Declarant appoints S&A Custom Built Homes, Inc. as the exclusive builder in their Master Planned Unit Development and any Sub Planned Unit Development created herein, subject only to S&A Custom Built Homes, Inc.'s right to choose another builder to build in their place.

Section 8.2 Prohibited Uses and Nuisances.

- A. Itemization. Except for the activities of Declarant during original development:
1. Only dwelling houses as defined herein shall be used for residential purposes upon said Units and no temporary or other structure of any kind shall at any time be used for residential purposes. Each structure must meet the minimum set back requirements as established by Patton Township, Centre County, Pennsylvania.
 2. Said Units, as herein above provided, shall be used for residential or dwelling purposes and no business, mercantile, commercial or manufacturing enterprise or activity of any kind shall be conducted thereon with the exception of such home occupations as permitted by the zoning ordinances established by the governing municipality and approved by the Declarant.
 3. No fences and utility or storage sheds shall be permitted during the Declarant Control Period. Following transfer of control to the homeowners, an affirmative vote of sixty-seven (67%) percent of the Unit Owners will be required to allow fences and utility or storage sheds within the Planned Unit Development, which will be subject to such guidelines as the Association may hereafter adopt.

may be used during the day it disassembled by dusk every evening.

5. As part of each single family residential dwelling constructed on a Unit, an attached or integral garage for at least two (2) automobiles shall be erected.
6. No Unit shall be re-subdivided into two (2) or more Units; however, two (2) Units may be merged to form a single Unit.
7. All landscaping plans must be submitted, in writing, to the Board for approval. This shall include, but not be limited to, such landscaping items as decorative fencing, tree rows as a form of screening or other trees, bushes, shrubs and flowers, which shall be planted in a landscape design. All landscape requests must be in compliance with all set back regulations established by the governing municipality. Following review by the Board, the resident will receive, in writing, the Board's decision of approval or disapproval. Only after approval is received may the landscaping work commence.
8. No swimming pools will be permitted on a Unit, except for the pool which will be installed in the Community Center Area by the Developer.
9. Spas and hot tubs shall not be permitted around the exterior of the Unit, except that which may or may not be installed at the Community Center by the Developer.
10. No games courts shall be permitted on a Unit, except that which may or may not be installed at the Community Center or such other location within the Planned Unit Development by the Developer.
11. No trampolines will be permitted on a Unit. Children's play equipment may be permitted only after submitting a request for approval and receiving written approval from the Developer.
12. No antennas shall be permitted to be installed on any exterior portion of any structure constructed in the Unit. However, satellite dishes no larger than twenty-four (24) inches in diameter are permitted, subject to Declarant's approval as to location and color, which may not be unreasonably withheld.
13. All trash, garbage and refuse shall be stored in covered metal or plastic receptacles and concealed from view by an enclosure or screening approved by Declarant, their

14. An outside electric eye pole light must be installed in each Unit prior to the completion of the dwelling Unit and must be maintained thereafter. The pole light must be lighted at all times, from sundown to sunup; it must be regulated by an automatic day and night switch or photocell and it must have at least a one hundred (100) watt bulb. The pole light shall be wired directly to the electric panel box and shall not have an in-line switch.
15. Solar collection panels shall not be permitted.
16. No motor homes, boats, campers, trailers, gliders or other recreational vehicles of any size may be kept on the property, unless stored in the garage with the garage door closed.
17. No Unit may be used as a means of access, ingress, egress or regress to or from any other real estate, except with Declarant's written consent which may be withheld for any reason.
18. Each Unit Owner shall refrain from interference with natural drainage courses and swales along the roadways.
19. No building, garage, wall or other structure shall be commenced, erected or maintained, nor shall any addition to or change or alteration therein be made until the plans and specifications, showing the nature, floor plan, location and approximate cost of such structure and the grading plan of the lot upon which such structure is to be built, shall have been submitted to and been approved in writing by Declarant, as hereinafter defined. Approval or disapproval of said plans and specifications by the Declarant shall be absolute and final.
20. No billboards, signboards or other advertising contrivance or medium shall be erected or maintained on any Unit except such signs as are reasonable in size and appearance and are for the purposes of advertising the sale or rental of the premises upon which they are erected. No "for sale" signs or realtor "for sale" signs will be permitted at the entrance sign areas or Common Areas throughout the Planned Unit Development.
21. No animals, livestock, horses or poultry of any kind shall be kept for breeding or commercial use. Domestic animals shall be maintained within the municipality ordinances. No Unit Owner shall be allowed to have more than three (3) domestic animals, which shall be defined as dogs, cats or other indoor household animals, also referred to as pets.

22. All Units shall be kept neat and clean and free from refuse and weeds and nothing shall be placed, kept, stored or maintained thereon which may constitute a nuisance or annoyance to Unit Owners or the residents of the subdivision. Responsibility shall commence from time of Unit purchase. Unit Owner shall comply with municipal ordinances.
23. These conditions, reservations, covenants and restrictions shall apply to all Units shown on the aforesaid subdivision plan whether vacant or improved and to all structures erected or to be erected thereon as well as to the alteration or improvement of or addition to any such structures.
24. Developer and Declarant shall have the sole right to erect, maintain and operate real estate sales, management and/or construction offices on any part of the Property and/or in any dwelling house now or hereinafter erected on any Unit provided such offices are solely used and operated in connection with the development of the Property or the building of structures on the Units, or the management, rental or sale of any part of the Unit, or of structures now or hereafter erected thereon, but no part of the Property, nor any part of any dwelling now or hereafter erected thereon, shall be used for any of the aforesaid purposes set forth in this paragraph without written consent and approval of Declarant, in his sole, reasonable discretion, being first had and obtained. Successor Declarant shall not enjoy the rights granted by this paragraph unless instrument signed by Declarant; expressly granting such right and has been recorded in the Centre County Recorder of Deeds.
25. All excess fill from home construction shall be required to be dumped in such areas as indicated by Declarant.
26. No unlicensed, uninspected, or unregistered motor vehicle may be maintained or kept on any Unit of the said Planned Community. In addition, no repair work will be done on any motor vehicle in the Planned Community. Any vehicle over 3/4 ton shall not be permitted to park on or adjacent to the Units.
27. Reasonable rules and regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property, may be promulgated from time to time by the Executive Board, subject to the right of the Association to change such rules and regulations. Copies of the then current rules and regulations and any amendments thereto shall be furnished to all Unit Owners

ARTICLE VIII

The uses, restrictions, and architectural standards as set forth in this Article VIII shall survive the termination of the Planned Community. It is the intent of Declarant that the use restrictions shall run with the land.

ARTICLE IX
LEASING

The provisions of Article IX shall be the same as Article IX of the Master Declaration.

ARTICLE X
BUDGETS; COMMON EXPENSES; ASSESSMENTS; AND ENFORCEMENT

Section 10.1 Definition of Common Expenses.

This section shall be the same as Section 10.1 of the Master Declaration.

Section 10.2 Apportionment of Common Expenses.

All Common Expenses assessed by the Master Association to be paid by this Sub Association shall be assessed against all Units in accordance with their respective Percentage Interests as shown on Exhibit "C" of this Declaration and any amendments thereto. In addition, Common Expenses related to Limited Common Elements or Limited Controlled Facilities that are to be used by all the Units in this Sub Planned Community shall be assessed in the same manner as stated above. Common Expenses related to Limited Common Elements or Limited Controlled Facilities which are used by less than all of the Units in this Sub Planned Community shall be assessed equally against the Units to which the use of the Limited Common Elements or Limited Controlled Facilities were assigned at the time.

Section 10.3 Annual Payments.

10.3.1 Payments from the Unit Owners to the Sub Association

All Common Expense assessments made according to Section 10.2 to meet the Sub Association's annual budget shall be paid by the Unit Owners to the Sub Association on an Annual basis, payable in one (1) annual payment, which payments shall be due to the Sub Association by January 31. Special assessments shall be due and payable as set forth by the Executive Board. Assessments for the first year shall be prorated from the date of settlement, utilizing the annual budget assessment schedule, for that current year, which shall be established by the Executive Board and used in the computation of the first year assessment amount due.

10.3.2 Payments from the Sub Association to the Master Association

All Common Expense assessments made according to Section 10.2 to meet the Sub Association's and the Master Association's annual budgets, shall be paid by the Sub Association to the Master Association on a Quarterly basis, payable in four (4) annual payments, which payments shall be due to the Master Association by the dates of

Any fees, charges, late charges, fines and interest which may be levied by the Executive Board pursuant to Section 5302(a), (10), (11) and (12) of the Act, shall be subordinate to the lien of a Permitted Mortgage on a Unit.

Section 10.5 Surplus.

Any amounts accumulated from the assessments for General Common Expenses and not remitted to the Master Association in excess of the amount required for actual General Common Expenses shall be held by the Sub Association as reserves for future General Common Expenses not assessed by the Master Association.

Section 10.6 Assignment of Income Rights.

The Association may assign rights to future income, including payments made on account of assessments for General Common Expenses and Limited Common Expenses, to secure any loan obtained by the Association for repairs, replacements or capital improvements to the Common Elements.

Section 10.7 Special Allocation of Expenses.

10.7.1 Any Common Expense benefiting fewer than all of the Units shall be assessed exclusively against the Units benefited.

10.7.2 If a Common Expense is caused by the negligence or misconduct of any Unit Owner, the Association may assess that expense exclusively against his Unit.

Section 10.8 Commencement of Common Expense Assessments.

In general, Common Expense assessments shall begin as of the date of conveyance of the first Unit to a Unit Owner other than the Declarant (the "First Settlement").

Section 10.9 Personal Liability of Unit Owners.

The Owner of a Unit at the time a Common Expense assessment or portion thereof is due and payable is personally liable for the assessment. Personal liability for the assessment shall not pass to a successor in title to the Unit unless said successor agrees to assume the obligation.

Section 10.10 No Waiver of Liability for Common Expenses.

No Unit Owner may exempt himself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit against which the assessments are made.

Section 10.11 Acceleration of Common Expense Assessments.

As stated in this Sub Declaration and the Master Declaration, the Unit Owners are liable according to their Percentage Interest for any assessment made by the Master Association to the Sub Association as well as additional expenses relating to the

... to the Master Association for this Percentage interest and shall be subject to the acceleration provisions of the Master Association as set forth in Section 10.10 of the Master Declaration.

In addition, in the event of default by the Unit Owner for a period of ten (10) days in the payment of the Common Expenses levied by the Sub Association for the Common Assessments levied by the Master Association and those levied by the Sub Association for the Limited Common Elements and Limited Controlled Facilities, the Executive Board of the Sub Association shall have the right to declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable. Further, a late fee of fifteen (15%) percent of the total fee annually, on the delinquency, and a penalty of Five Dollars (\$5.00) per day will be assessed. In addition, attorney's fees equal to fifteen (15%) percent of the total due and payable shall be assessed.

Section 10.12 Confessions of Judgment.

IN ORDER TO EXPEDITE THE EXECUTIVE BOARD'S COLLECTION OF ANY DELINQUENT ASSESSMENT, EACH UNIT OWNER (BY ACCEPTANCE OF THE DEED TO HIS UNIT) SHALL BE DEEMED TO HAVE APPOINTED ANY ONE OR MORE EXECUTIVE BOARD MEMBERS THE ATTORNEY-IN-FACT FOR SUCH UNIT OWNER TO CONFESS JUDGMENT AGAINST SUCH UNIT OWNER IN ANY COURT OF COMPETENT JURISDICTION IN PENNSYLVANIA, FOR ANY SUCH UNPAID ASSESSMENTS, WHICH APPOINTMENT (BEING FOR SECURITY) SHALL BE IRREVOCABLE; AND FOR SO DOING A COPY OF THIS SECTION 10.12 AND SAID DEED, BOTH VERIFIED BY AFFIDAVIT, SHALL BE A SUFFICIENT WARRANT. THE AUTHORITY GRANTED HEREIN TO CONFESS JUDGMENT SHALL NOT BE EXHAUSTED BY ANY EXERCISE THEREOF BUT SHALL CONTINUE FROM TIME TO TIME AND ALL TIMES UNTIL THIS DECLARATION SHALL BE TERMINATED.

Section 10.13 Lien.

- 10.13.1 The Association has a statutory lien on a Unit for any assessment levied against that Unit or fine imposed against the Unit Owner from the time the assessment or fine becomes delinquent. Fees, including attorneys' fees, late charges, fines and interest charged pursuant to the Act and the Planned Community Documents are enforceable as assessments under this Section. If an assessment is payable in installments and one or more installments are not paid when due, the entire outstanding balance of the assessment becomes effective as a lien from the due date of the delinquent installment.
- 10.13.2 Recording of this Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessment under this Section is required.
- 10.13.3 Any lien for delinquent Common Expense assessments or other charges that the Association has on a Unit will be subordinate to a first mortgage on the Unit, if the mortgage was recorded before the due date of the assessment or

10.13.7 If a holder of a first mortgage on a Unit forecloses that mortgage, the purchaser at the foreclosure sale is not liable for any unpaid assessments against the Unit which became due before the sale, other than the assessments which are prior to that mortgage in accordance with the provisions of the Act. Any unpaid assessments not satisfied from the proceeds of sale become Common Expenses collectible from all the Unit Owners, including the purchaser.

10.13.5 Any fees, including attorneys' fees, late charges, fines and interest which may be levied by the Executive Board pursuant to Section 5301(a)(10), (11) and (12) of the Act, shall be subordinate to the lien of a first mortgage on a Unit.

10.13.6 The Association's lien may be foreclosed in a like manner as a mortgage on a real property.

10.13.7 This Section does not prohibit actions to recover sums for which this Section creates a lien or prohibit the Association from taking a deed in lieu of foreclosure.

10.13.8 A judgment or decree in any action brought under this Section shall include costs and reasonable attorneys' fees for the prevailing party.

10.13.9 A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within three (3) years after the assessments become payable; provided, that if an Owner of a Unit subject to a lien under this Section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the automatic stay of proceedings under Section 362, or succeeding sections if amended, of the Bankruptcy Code is lifted.

10.13.10 Any payments received by the Association in discharge of a Unit Owner's obligation may, at the Association's discretion, be applied to the oldest balance due.

Section 10.14 Association Records.

During the period of Declarant control, the Association shall keep financial records sufficiently detailed to enable the Association to comply with Section 5407 of the Act. All financial and other records shall be made reasonably available for examination by any Unit Owner and his authorized agents.

Section 10.15 Statements of Unpaid Assessments.

On written request, the Association shall furnish to a Unit Owner a statement in recordable form setting forth the amount of unpaid assessments currently levied against the Unit and any credits of surplus in favor of his Unit as required by Section 5315(h) of the Act. The statement shall be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Executive Board and every Unit Owner.

REQUIREMENTS AND RIGHTS.

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:

- 11.1.1 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;
- 11.1.2 Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Unit Owners;
- 11.1.3 Copies of notices of meetings of the Unit Owners and the right to designate a representative to attend such meetings;
- 11.1.4 Notice of the decision of the Unit Owners to make any material amendment to this Declaration;
- 11.1.5 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;
- 11.1.6 The right to examine the books and records of the Executive Board at any reasonable time; or
- 11.1.7 Notice of any decision by the Executive Board to terminate professional management and assume self-management of the Property.

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

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

ARTICLE XII

EXECUTIVE BOARD; DECLARANT'S RIGHTS; SPECIAL DECLARANT RIGHTS

Section 12.1 Overview.

The entire provisions of Section 12.1 and its subsections are restated here for purposes of notice and clarification of the additional sections of Article XII as they pertain to this Sub Declaration.

There shall be an Executive Board for the Master Association, as well as an Executive Board for each Sub Planned Unit Development Association. The number of Board Members of the Master Association shall be five

- 12.1.1 Each Sub Planned Unit Development Association shall be entitled to have, as Board Members, a number equal to dividing the total number of Board Members, five (5) by the total number of Sub Planned Unit Developments. Any fraction shall produce a number equal to the whole number without regard to the excess percentage (in other words, rounded down). These Board Members shall be appointed by the Executive Board of the Sub Planned Unit Development Association.
- 12.1.2 By using the above formula, there may be a shortfall in the number of appointed Board Members necessary to fill the five (5) Board positions. In that event, the excess position or positions shall be filled by an election of all the Unit Owners of the various Sub Planned Unit Developments. The election process shall be governed by the By-Laws of the Master Association with each Unit Owner having one vote.

Section 12.2 Control.

Subject to the provisions below, Declarant's control of the Association will extend from the date of the first conveyance of a Unit to a person other than a Declarant for a period of not more than seven (7) years, provided, however, that notwithstanding the foregoing Declarant's control shall terminate regardless, no later than the earlier of sixty (60) days after conveyance of seventy-five (75%) percent of the Units which may be created to Unit Owners other than the Declarant, two (2) years after all Declarants have ceased to offer Units for sale in the ordinary course of business or two (2) years after any development right to add new Units was last exercised.

- 12.2.1 Until the 60th day after conveyance of twenty-five (25%) percent of the Units which may be created 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.
- 12.2.2 Not later than sixty (60) days after conveyance of twenty-five (25%) percent of the Units which may be created to Unit Owners other than Declarant, at least one (1) member and not less than twenty-five (25%) percent of the members of the Executive Board shall be elected by Unit Owners other than Declarant. Not later than sixty (60) days after conveyance of fifty (50%) percent of the Units which may be created to Unit Owners other than Declarant, at least two (2) members and not less than thirty-three (33%) percent of the members of the Executive Board shall be elected by Unit Owners other than Declarant.
- 12.2.3 Not later than the termination of any period of Declarant control, the Unit Owners shall elect an Executive Board of at least three (3) members, at least a majority of whom shall be Unit Owners, provided that the Executive Board may consist of two (2) members, both of whom shall be Unit Owners, if the

Pursuant to Section 12.2.3 of the Master Declaration, until such time as the Declarant cedes total control of the Master Executive Board and the Board of Directors is selected according to the provisions of Sections 12.1.1 and 12.1.2 of the Master Declaration, the Directors of the Master Association, entitled to be selected according to Section 12.2.2 of the Master Association shall be elected pursuant to Section 12.1.2 of the Master Declaration and its By-Laws.

Section 12.3 Declarant Rights.

Declarant reserves unto itself all Special Declarant Rights as defined in Section 5103 of the Act and as defined under Section 1.5.2.K of the Master Declaration, now or as amended in the future.

ARTICLE XIII
LIMITATION OF LIABILITY

Section 13.1 Standard of Conduct.

- 13.1.1 In the performance of their duties, the officers and members 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.
- 13.1.2 In discharging the duties of their respective positions, the Executive Board members and officers may, in considering the best interests of the Association, consider the effects of any action upon employees, upon suppliers of the Association, upon communities in which the Planned Community is located and all other pertinent factors. The consideration of those factors shall not constitute a violation of the standards described above.
- 13.1.3 Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as an Executive Board member or officer, or any failure to take any action shall be presumed to be in the best interest of the Association.

Section 13.2 Good Faith Reliance.

In performing his duties, an officer or member of the Executive Board 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:

- 13.2.1 One or more other officers or employees of the Association whom the officer or Executive Board member reasonably believes to be reliable and competent in the matter presented.

13.2.3 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 member of the Executive Board reasonably believes to merit confidence.

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

Section 13.3 Limited Liability.

No Executive Board member 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 13.3 shall not apply to the responsibility or liability of an Executive Board member or officer pursuant to any criminal statute or to the liability of an Executive Board member or officer for the payment of taxes pursuant to local, state or federal law.

Section 13.4 Rules & Regulations.

This section 13.4 shall be the same as Article XIII and all Subsections of the Master Declaration, which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.

Section 13.5 Indemnification.

To the extent permitted under Pennsylvania law, 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 incurred, except in such cases wherein such Executive Board member and/or officer is adjudged to be in breach of the standards of conduct described above; 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 and/or officer) approves such settlement and reimbursement as being in the best interests of the Association; and provided further that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board member and/or officer had no reasonable cause to believe his conduct was unlawful. The indemnification by the Unit Owners set forth in this Section 13.5 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.

action, suit or proceeding upon the request of the Executive Board member and/or officer, after the Association has received an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association.

Section 13.6 Directors & Officers Insurance.

The Executive Board shall obtain and maintain insurance to satisfy the indemnification obligation of the Association and all Unit Owners set forth in Section 13.5 above, if and to the extent available at a reasonable cost.

ARTICLE XIV
OPTION TO WITHDRAW REAL ESTATE

Article XIV shall be the same as Article XIV and all Subsections of the Master Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.

ARTICLE XV
CONVERTIBLE REAL ESTATE

Article XV shall be the same as Article XV and all Subsections of the Master Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.

ARTICLE XVI
ADDITIONAL REAL ESTATE

Article XVI shall be the same as Article XVI and all Subsections of the Master Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.

ARTICLE XVII
INSURANCE

Section 17.1 Insurance to be Carried by Association.

Commencing no later than the time of the first conveyance of a Unit to a person other than a Declarant, the Association shall maintain, to the extent reasonably available, all of the following:

- 17.1.1 Property insurance on the Common Facilities, Controlled Facilities and Limited Controlled Facilities insuring against all common risks of direct physical loss. The total amount of insurance after application of any deductibles shall not be less than ninety (90%) percent of the actual cash value of the insured Property, exclusive of land, excavations, foundations and other items normally excluded from property policies.

damage, arising out of or in connection with the use, ownership or maintenance of the Common Elements.

- 17.1.3 Insurance described in Section 17.1.1 above, to the extent reasonably available, shall include the Units but shall not include improvements and betterments installed by Unit Owners.
- 17.1.4 If the insurance described herein above is not maintained, the Association promptly shall cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Unit Owners. The Association may carry any other insurance it deems appropriate to protect the Association or Unit Owners.
- 17.1.5 The policy terms of the insurance shall be in accordance with Section 5312(d) of the Act.

ATTEST.

By: Richard L. Finney

Commonwealth of Pennsylvania :

County of Centre :

On this, the 13th day of August, 2003, before me, the undersigned officer, personally appeared Robert E. Poole, Jr. who acknowledged himself/herself/themselves to be the Managing Member of Finnacle Development LLC and that he/she/they as such Robert E. Poole, Jr., being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Managing Member by himself/herself/themselves as Managing Member.

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

Sandra M. Beck
Notary Public

My Commission Expires:

NOTARIAL SEAL
SANDRA M. BECK, NOTARY PUBLIC
STATE COLLEGE BORO., CENTRE COUNTY
MY COMMISSION EXPIRES DEC. 4, 2006

**Declaration
For
The Single Family Homes at
The Village at Penn State**

Exhibit "A"

The Village at Penn State Perimeter

Legal Description

Toftrees, Tax Parcel 18-21-10

All that certain tract of land situated in Patton Township, Centre County, PA, being Tax Parcel 18-21-10, as shown on a Plan entitled, "Toftrees Avenue Extension, Preliminary/ Final Subdivision Plan, Subdivision of Tax Parcel 18-21-10," dated January 8, 2002 by PennTerra Engineering, Inc., State College, PA, being bounded and described as follows:

Beginning at an iron pin, lying in a southerly R/W line of Fox Hollow Road (S.R. 3005, variable R/W, 30' paved cartway) and being a northerly corner of lands owned now or formerly by Joseph D. and Stephanie J. Ebeling (Tax Parcel 18-4-6, R.B. 585, pg. 449); thence along said lands the following bearings and distances: S88°31'54"W, 135.03 feet to an iron pin; thence N74°56'06"W, 100.90 feet to an iron pin; thence S38°36'54"W, 173.10 feet to an iron pin; thence S51°24'46"E, 329.94 feet to an iron pin, being a southerly corner of said lands and lying in a westerly line of lands owned now or formerly by Village at Penn State, Phase 1, Continuous Care Retirement Community; thence along said lands S38°36'20"W, 362.25 feet to an iron pin; thence continuing along said lands S61°04'11"W, 592.28 feet to an iron pin, being a westerly corner of said lands and a northerly corner of lands owned now or formerly by Pennsylvania State University (Tax Parcel 18-4-43); thence along said lands S49°51'12"W, 861.68 feet to an iron pin, lying in a westerly line of said lands and being an easterly corner of lands owned now or formerly by Federated Home and Mortgage (Tax Parcel 18-21-12, D.B. 275, pg. 116, Toftrees Tract B); thence along said lands N40°08'48"W, 1,006.21 feet to an iron pin, being a northerly corner of said lands and lying in an easterly line of lands owned now or formerly by Bruce K. and Susan S. Heim (Tax Parcel 18-4-4, D.B. 396, pg. 196); thence along said lands the following bearings and distances: N47°48'42"E, 158.70 feet to an iron pin; thence N49°10'05"W, 362.70 feet to an iron pin; thence S47°48'46"W, 286.91 feet to an iron pin, being a westerly corner of said lands and a northerly corner of lands

owned now or formerly by Federated Home and Mortgage (Tax Parcel 18-21-12, D.B. 275, pg. 116, Toftrees Tract B); thence along said lands S70°59'56"W, 349.10 feet to an iron pin; thence continuing along said lands N34°32'41"W, 639.40 feet to an iron pin, being a northerly corner of said lands and a southerly corner of lands owned now or formerly by Toftrees Golf Club, Inc. (Tax Parcel 18-4-4A, R.B. 680, pg. 228); thence along said lands N24°35'43"E, 692.13 feet to an iron pin; thence continuing along said lands N15°46'21"W, 175.68 feet to an iron pin, lying in an easterly line of said lands and being a southerly corner of lands owned now or formerly by Woodledge Cluster (Tax Parcel 18-20A-2, D.B. 431, pg. 1097); thence along said lands N60°02'33"E, 361.31 feet to an iron pin, being an easterly corner of said lands, a southerly corner of lands owned now or formerly by Woodledge Cluster (Tax Parcel 18-20A-1, D.B. 357 pg. 858), a westerly corner of lands owned now or formerly by Donna J. Cook (Tax Parcel 18-20-33, R.B. 862, pg. 16) and being a westerly corner of lands owned now or formerly by Alan M. and Anna I. Catanoso (Tax Parcel 18-20-32, R.B. 968, pg. 721); thence along said lands S38°52'40"E, 195.03 feet to an iron pin, being a southerly corner of said lands and a westerly corner of lands owned now or formerly by Joseph V. Jr. and Kelley A. Paterno (Tax Parcel 18-20-31, R.B. 873, pg. 812); thence along said lands and lands owned now or formerly by Donald D. and Julianne Bergh (Tax Parcel 18-20-30, R.B. 998, pg. 1071) S47°36'36"E, 169.00 feet to an iron pin, being a southerly corner of the Bergh lands and a westerly corner of lands owned now or formerly by Sharon E. Teaman (Tax Parcel 18-20-29, R.B. 966, pg. 818); thence along said lands and lands owned now or formerly by Keith F. and Margot D. Stevens (Tax Parcel 18-20-28, D.B. 381, pg. 1068) S31°50'49"E, 217.97 feet to an iron pin, being a southerly corner of the Stevens lands and a westerly corner of lands owned now or formerly by John C. and Joyce Haas (Tax Parcel 18-20-27, R.B. 777, pg. 1041); thence along said lands S42°22'12"E, 147.01 feet to an iron pin, being a southerly corner of said lands and a westerly corner of lands owned now or formerly by Roger D. and Corinne S. Coplan (Tax Parcel 18-20-26, R.B. 901, pg. 460); thence along said lands S63°13'23"E, 133.40 feet to an iron pin; thence continuing along said lands and along an unmarked right-of-way S68°04'36"E, 50.00 feet to a point, being a southerly corner of said unmarked right-of-way and being a westerly corner of lands owned now or formerly by Lanny E. and Rosemary P. Johnson (Tax Parcel 18-20-25,

R.B. 980, pg. 241); thence along said lands and along lands owned now or formerly by Federated Home and Mortgage (Tax Parcel 18-21-3, D.B. 275, pg. 114, Toftrees Tract G) S68°04'20"E, 350.72 feet to an iron pin; thence continuing along said lands S68°04'22"E, 5.29 feet to an iron pin; thence continuing along said lands the following bearings and distances: along a curve to the right, having a chord bearing of N60°18'32"E, a chord distance of 416.13 feet, a radius of 630.00 feet and an arc length of 424.09 feet to an iron pin; thence N79°35'37"E, 325.54 feet to an iron pin; thence along a curve to the left, having a chord bearing of N61°09'04"E, a chord distance of 170.83 feet, a radius of 270.00 feet and an arc length of 173.82 feet to an iron pin; thence along a curve to the left, having a chord bearing of N06°33'33"W, a chord distance of 75.78 feet, a radius of 50.00 feet and an arc length of 85.99 feet to an iron pin, being an easterly corner of said lands and lying in a southerly R/W line of Fox Hollow Road (S.R. 3005, variable R/W, 30' paved cartway); thence along said R/W the following bearings and distances: along a curve to the left, having a chord bearing of S57°44'48"E, a chord distance of 81.81 feet, a radius of 1221.05 feet and an arc length of 81.83 feet to an iron pin; thence S30°20'01"W, 10.00 feet to an iron pin; thence S59°39'59"E, 67.25 feet to an iron pin; thence S59°39'59"E, 858.76 feet to an iron pin, being the place of beginning, containing 79.609 acres.

Prepared: 03/20/03
SH/eal
Project No. S01172
Legals/villpstp18-21-10.doc

**For
The Single Family Homes at
The Village at Penn State**

Exhibit “B”

Tradition Point

**Section 1A – East of the Walkway
Section 1B – West of the Walkway**

Legal Description
The Village at Penn State
Section 1A East of Walkway

All that certain tract of land situated in Patton Township, Centre County, PA, being Section 1A east of walkway, as shown on a Plan entitled, "The Village @ Penn State, Phase Two, Section 1A, Toftrees Planned Community, Preliminary and Final Subdivision Plan, Expanded View, 20 Lot Subdivision Plan of Tax Parcel 18-21-10," dated May 28, 2002 by PennTerra Engineering, Inc., State College, PA, being bounded and described as follows:

Beginning at an iron pin, being a westerly corner of Honors Lane (Section 1B, 50' R/W, 28' paved cartway) and northerly corner of Presidents Drive (50' R/W, 28' paved cartway); thence along the Presidents Drive R/W along a curve to the left, having a chord bearing of $N74^{\circ}01'23''W$, a chord distance of 528.26 feet, a radius of 1225.00 feet and an arc length of 532.44 feet to an iron pin, lying in a northerly line of said RW and being a southerly corner of a walkway area; thence along said walkway area $N03^{\circ}17'29''E$, 96.50 feet to an iron pin, lying in a westerly line of said walkway area and being a southwesterly corner of Lot No. 132 of Section 1B, Residential Property; thence along Lot No. 132 and along Lot Nos. 131 and 130 $S84^{\circ}07'16''E$, 109.32 feet to an iron pin; thence continuing along Lot No. 130 and along Lot Nos. 129 and 128 $S79^{\circ}23'19''E$, 108.93 feet to an iron pin; thence continuing along Lot No. 128 and along Lot Nos. 127 and 126 $S74^{\circ}39'53''E$, 108.93 feet to an iron pin; thence continuing along Lot No. 126 and along Lot Nos. 125 and 124 $S70^{\circ}07'13''E$, 118.83 feet to an iron pin, being a southerly corner of Lot No. 124 and a westerly corner of Lot No. 123; thence along Lot No. 123 $S19^{\circ}36'23''W$, 51.19 feet to an iron pin; thence continuing along Lot No. 123 $N86^{\circ}48'21''E$, 119.82 feet to an iron pin, being an easterly corner of Lot No. 123 and lying in a westerly R/W line of Honors Lane (Section 1B, 50' R/W, 28' paved cartway); thence along said R/W along a curve to the right, having a chord bearing of



S13°30'09"W, a chord distance of 67.69 feet, a radius of 150.00 feet and an arc length of 68.28 feet to an iron pin; thence continuing along said R/W S26°32'34"W, 37.91 feet to an iron pin, being the place of beginning, containing 1.154 acres.

Prepared: 04/03/03
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Project No. S01172
Legals/villpssec1aeast.doc

Legal Description
The Village at Penn State
Section 1A West of Walkway

All that certain tract of land situated in Patton Township, Centre County, PA, being Section 1A west of walkway, as shown on a Plan entitled, "The Village @ Penn State, Phase Two, Section 1A, Toftrees Planned Community, Preliminary and Final Subdivision Plan, Expanded View, 20 Lot Subdivision Plan of Tax Parcel 18-21-10," dated May 28, 2002 by PennTerra Engineering, Inc., State College, PA, being bounded and described as follows:

Beginning at an iron pin, being a southwesterly corner of a walkway area and lying in a northerly R/W line of Presidents Drive (50' R/W, 28' paved cartway); thence along the Presidents Drive R/W the following bearings and distances: along a curve to the left, having a chord bearing of N88°07'24"W, a chord distance of 50.50 feet, a radius of 1225.00 feet and an arc length of 50.50 feet to an iron pin; thence along a curve to the left, having a chord bearing of N89°39'08"W, a chord distance of 14.87 feet, a radius of 1225.00 feet and an arc length of 14.87 feet to an iron pin; thence N90°00'00"W, 179.00 feet to an iron pin; thence along a curve to the right, having a chord bearing of N77°45'41"W, a chord distance of 222.58 feet, a radius of 525.00 feet and an arc length of 224.29 feet to an iron pin; thence N66°31'21"W, 130.71 feet to an iron pin, being a northerly corner of said R/W and a southeasterly corner of Tradition Drive (Section 1B, 50' R/W, 28' paved cartway); thence along the Tradition Drive R/W N24°28'39"E, 54.61 feet to an iron pin; thence continuing along said R/W along a curve to the right, having a chord bearing of N26°11'20"E, a chord distance of 25.38 feet, a radius of 425.00 feet and an arc length of 25.39 feet to an iron pin, lying in an easterly line of said R/W and being a southwesterly corner of Lot No. 142 of Section 1B; thence along Lot No. 142 S62°05'59"E, 94.78 feet to an iron pin; thence continuing along said lot N24°28'39"E, 41.81 feet to an iron pin, being an easterly corner of said lot and a southerly corner of Lot



No. 140; thence along Lot No. 140 and Lot No. 139 S66°20'42"E, 103.21 feet to an iron pin; being a southerly corner of Lot No. 139; thence continuing along said lot and along Lot Nos. 138, 137 and 136 S78°36'20"E, 152.41 feet to an iron pin; thence continuing along Lot No. 136 and along Lot Nos. 135 and 134 N90°00'00"E, 101.00 feet to an iron pin; thence continuing along Lot No. 134 and along Lot No. 133 S89°14'44"E, 106.52 feet to an iron pin, being a southerly corner of Lot No. 133 and lying in a westerly line of a walkway area; thence along said walkway area S03°17'29"W, 96.50 feet to an iron pin, being the place of beginning, containing 1.328 acres.

Prepared: 04/03/03
SH/eal
Project No. S01172
Legals/villpssec1awest.doc

**Declaration
For
The Single Family Homes at
The Village at Penn State**

Exhibit "C"

**List of Units, their Identifying Numbers and
their Percentage Interest**

Exhibit C

List of Units, their Identifying Numbers and their Percent Interest

Unit #	Percent Interest
104	5.2632%
105	5.2632%
106	5.2632%
107	5.2632%
108	5.2632%
109	5.2632%
110	5.2632%
111	5.2632%
112	5.2632%
113	5.2632%
114	5.2632%
115	5.2632%
116	5.2632%
117	5.2632%
118	5.2632%
119	5.2632%
120	5.2632%
121	5.2632%
122	5.2632%
Total # Units	Total Percentage
19	100.0000%

**The Declaration for
The Single Family Homes at
The Village at Penn State,
a Sub Planned Unit Development of The Village at Penn State
has been**

Recorded on the 9TH day of SEPTEMBER, 2003

in the Recorder of Deeds Map Drawer filed to

Record Book 1596 at Page 500.

OF

The Single Family Homes at
The Village at Penn State

A PENNSYLVANIA PLANNED UNIT DEVELOPMENT

PURSUANT TO THE PROVISIONS OF THE PENNSYLVANIA UNIFORM PLANNED
COMMUNITY ACT, 68 Pa. C.S. 5101 et. seq.

SUBMISSION; DEFINED TERMS	5
Section 1.1 Declarant; Property; County; Name	5
Section 1.2 Easements and Licenses	5
Section 1.3 Overview Outline	6
Section 1.4 Maximum Number of Units	6
Section 1.5 Defined Terms.....	7

ARTICLE II

ALLOCATION OF PERCENTAGE INTERESTS, VOTES AND COMMON EXPENSE LIABILITIES; UNIT IDENTIFICATION AND BOUNDARIES	9
Section 2.1 Percentage Interests, Votes and Common Expense Liabilities	9
Section 2.2 Unit Boundaries.....	10

ARTICLE III

ALLOCATION AND RESTRICTION OF COMMON ELEMENTS, CONTROLLED FACILITIES, LIMITED COMMON ELEMENTS, AND LIMITED CONTROLLED FACILITIES	10
Section 3.1 Common Elements	10
Section 3.2 Binding Obligation	10
Section 3.3 Ownership of Common Facilities Prior to Association	10
Section 3.4 Providing of Land as a Common Facility	10
Section 3.5 Storm Drains and Storm Water Management Basins.....	10
Section 3.6 Limited Common Elements	10
Section 3.7 Controlled Facilities	11
Section 3.8 Limited Controlled Facilities	11
Section 3.9 Use of Sidewalk and Street Limited Common Elements.....	11
Section 3.10 Surface Parking Spaces; Other Areas.....	11
Section 3.11 Changes by Executive Board	11

ARTICLE IV

MAINTENANCE, REPAIR AND REPLACEMENT RESPONSIBILITIES	11
Section 4.1 Maintenance Responsibilities.....	11
Section 4.2 Association Maintains Common Elements	11
Section 4.3 Action by Executive Board to Remedy Unsatisfactory Conditions	12

ARTICLE V

EASEMENTS	12
-----------------	----

ARTICLE VI

COMPLETION OF COMMON FACILITIES	12
---------------------------------------	----

ARTICLE VII

AMENDMENT OF DECLARATION	12
Section 7.1 Amendment Generally	12

ARTICLE VIII

USE RESTRICTIONS	13
Section 8.1 Use and Occupancy of Units and Common Elements	13
Section 8.2 Prohibited Uses and Nuisances	14
Section 8.3 Survival of Article VIII	17

ARTICLE IX

LEASING	18
---------------	----

ARTICLE X

BUDGETS; COMMON EXPENSES; ASSESSMENTS; AND ENFORCEMENT	18
Section 10.1 Definition of Common Expenses	18
Section 10.2 Apportionment of Common Expenses	18
Section 10.3 Annual Payments	18
Section 10.4 Subordination of Certain Charges	18
Section 10.5 Surplus	18
Section 10.6 Assignment of Income Rights	19
Section 10.7 Special Allocation of Expenses	19
Section 10.8 Commencement of Common Expense Assessments	19
Section 10.9 Personal Liability of Unit Owners	19
Section 10.10 No Waiver of Liability for Common Expenses	19
Section 10.11 Acceleration of Common Expense Assessments	19
Section 10.12 Confessions of Judgment	20
Section 10.13 Lien	20
Section 10.14 Association Records	21
Section 10.15 Statements of Unpaid Assessments	21

ARTICLE XI

RIGHTS OF PERMITTED MORTGAGEES	21
Section 11.1 Reports and Notices	21

ARTICLE XII

EXECUTIVE BOARD; DECLARANT RIGHTS; SPECIAL DECLARANT RIGHTS	22
Section 12.1 Overview	22
Section 12.2 Control	22
Section 12.3 Declarant Rights	23

ARTICLE XIII

LIMITATION OF LIABILITY	23
Section 13.1 Standard of Conduct	23
Section 13.2 Good Faith Reliance	24
Section 13.3 Limited Liability	24
Section 13.4 Rules & Regulations	24
Section 13.5 Indemnification	24
Section 13.6 Directors & Officers Insurance	25

ARTICLE XV

CONVERTIBLE REAL ESTATE25

ARTICLE XVI

ADDITIONAL REAL ESTATE25

ARTICLE XVII

INSURANCE

Section 17.1 Insurance to be Carried by Association26

ARTICLE I
SUBMISSION; DEFINED TERMS

Section 1.1 Declarant; Property; County; Name.

Pinnacle Development, LLC, having its principal offices located at 501 Rolling Ridge Drive, Suite 200, State College, Pennsylvania 16801 (Declarant), owner in fee simple of the Real Estate located in Patton Township, Centre County, Pennsylvania, a perimeter description of which is designated Exhibit "A" attached hereto. Declarant hereby submits the Real Estate described in Exhibit "B" and the buildings and improvements erected or to be erected thereon (collectively, the "Property") to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa.C.S. 5101 et. seq. (the "Act") and hereby creates with respect to the Property, a Flexible Sub Planned Unit Development to be known as The Single Family Homes at The Village at Penn State, a Sub Planned Unit Development of The Village at Penn State. The Real Estate identified in Exhibit B herein shall be held pursuant to the terms of this Declaration and the Master Declaration identified in Section 1.3 herein.

Section 1.2 Easements and Licenses.

- 1.2.1 Right-of-way to the Bell Telephone Company as recorded July 8, 1939 in Miscellaneous Book 30, Page 240.
- 1.2.2 Right-of-way to the Bell Telephone Company as recorded February 1, 1967 in Miscellaneous Book 98, Page 43.
- 1.2.3 Right-of-way to the Bell Telephone Company as recorded April 17, 1969 in Miscellaneous Book 105, Page 653.
- 1.2.4 Declaration of Protective Covenants to run for 35 years as recorded May 2, 1969 in Miscellaneous Book 105, Page 987.
- 1.2.5 Right-of-way to the Bell telephone Company as recorded June 9, 1972 in Miscellaneous Book 117, Page 410.
- 1.2.6 Deed of Dedication to Toftrees Homeowners Association, Inc. as recorded August 19, 1970 in Deed Book 318, Page 454.
- 1.2.7 Deed of Dedication to Toftrees Homeowners Associations, Inc. as recorded May 21, 1975 in Deed Book 353, Page 263.
- 1.2.8 Deed of Dedication to Township of Patton as recorded January 27, 1972 in Deed Book 328, Page 509.
- 1.2.9 Clean & Green Applications as recorded January 13, 1995 in Clean and Green Book 6, Page 289.

- 1.2.11 Portion of a right-of-way from the extension of Toftrees Avenue as recorded in Deed Book 674, Page 128.
- 1.2.12 Twenty Foot (20') wide sanitary sewer easement as recorded in Deed Book 674, Page 128.
- 1.2.13 Fifteen Foot (15') wide right-of-way for ingress and egress to Bruce and Susan Heim as described in Deed Book 396, Page 196 and Deed Book 674, Page 128.
- 1.2.14 Fifteen Foot (15') wide water line easement as described in Deed Book 275, Page 114; Deed Book 275, Page 114 and Deed Book 274, Page 128.
- 1.2.15 Affidavit of Edward M. Mittleman, former Trustee of the Sieglund Irrevocable Trust Agreement dated November 11, 1992 recorded in Miscellaneous Book 186, Page 1030.
- 1.2.16 Affidavit of Robert N. Levy appointing Judith O. Sieg, as Co-trustee under the Sieglund Irrevocable Trust under Trust Agreement dated November 11, 1992 in Miscellaneous Book 188, Page 303.
- 1.2.17 UNDER AND SUBJECT to that portion of a R/W for the extension of Toftrees Avenue as more fully shown on the above-mentioned Land Disposition Map.
- 1.2.18 UNDER AND SUBJECT to a 20 foot wide sanitary sewer easement as more fully shown on the aforementioned Land Disposition Map.
- 1.2.19 ALSO UNDER AND SUBJECT to a 15 foot wide R/W for ingress and egress to Bruce and Susan Heim as described in Deed Book 396, Page 196.
- 1.2.20 ALSO UNDER AND SUBJECT to a 15 foot wide water line easement, refer to water use rights as stated in Deed Book 275, Page 114.
- 1.2.21 Easements created in the Master Planned Unit Development and any Sub-Planned Unit Development.

Section 1. 3 Overview Outline.

This Sub Planned Unit Development, named The Single Family Homes at the Village at Penn State is being created by the Declarant pursuant to the terms and conditions of the Declaration of Planned Community of the Village at Penn State as recorded in the Office of the Recorder of Deeds for Centre County, Pennsylvania in Record Book 1596 Page 441.

The Property as set forth in Exhibit B, which the Declarant is submitting to form this Sub Planned Unit Development, is a portion of the premises, which the Declarant owns as set forth in Exhibit A. The Declarant may from time to time convert from

The maximum number of units created by this Sub Planned Unit Development shall be 506.

Section 1.5 Defined Terms.

- 1.5.1 Capitalized terms not otherwise defined herein or in the Plats and Plans shall have the meanings specified or used in the Act.
- 1.5.2 The following terms are used or defined in general terms in this Act and shall have the specific meaning herein as follows:
- A. "Allocated Interests" means the Common Expense Liability and vote of the Master Planned Unit Development and its association and the Limited Common Expense Liability and votes of the Sub Planned Unit Development and its association allocated to each unit.
 - B. "Association" means the Association as defined in the Master Planned Unit Development Declaration designated the Master Association and the Association created in the Sub Planned Unit Development Declaration known as the Sub Association.
 - C. "Common Elements" means the same as defined in the Master Planned Unit Development Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
 - D. "Common Expense Liability" means the same as defined in the Master Planned Unit Development Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
 - E. "Common Expenses" means the same as defined in the Master Planned Unit Development Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
 - F. "Common Facilities" means the same as defined in the Master Planned Unit Development Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
 - G. "Controlled Facilities" means the same as defined in the Master Planned Unit Development Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
 - H. "Convertible Real Estate" means the same as defined in the Master Planned Unit Development Declaration which shall control and be

- I. "Declaration" means the same as defined in the Master Planned Unit Development Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
- J. "Declaration" means the same as defined in the Master Planned Unit Development Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
- K. "Declarant Rights" means the same as defined in the Master Planned Unit Development Declaration, which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
- L. "Executive Board" means the same as defined in the Master Planned Unit Development Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
- M. "Flexible Planned Community" means the same as defined in the Master Planned Unit Development Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
- N. "General Common Expenses" means the same as defined in the Master Planned Unit Development Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
- O. "Identifying Number" means the same as defined in the Master Planned Unit Development Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
- P. "Limited Common Elements" means the same as defined in the Master Planned Unit Development Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
- Q. "Limited Common Expenses" means the same as defined in the Master Planned Unit Development Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
- R. "Limited Common Facility" means the same as defined in the Master Planned Unit Development Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.

- T. "Party Wall" means the same as defined in the Master Planned Unit Development Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
- U. "Perimeter Wall" means the same as defined in the Master Planned Unit Development Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
- V. "Planned Community" means the same as defined in the Master Planned Unit Development Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
- W. "Plats and Plans" means the plats and plans of the Master Planned Unit Development as well as the plats and plans of this Sub Planned Unit Development attached hereto as Exhibit "D".
- X. "Purchaser" means the same as defined in the Master Planned Unit Development Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
- Y. "Real Estate" means the same as defined in the Master Planned Unit Development Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
- Z. "Sub Planned Unit Development" means the same as defined in the Master Planned Unit Development Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
- AA. "Unit" means the same as defined in the Master Planned Unit Development Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
- BB. "Unit Owner" means the same as defined in the Master Planned Unit Development Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.
- CC. "Withdrawable Real Estate" means the same as defined in the Master Planned Unit Development Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.

Section 2.1 Percentage Interests, Votes and Common Expense Liabilities.

- 2.1.1 Attached as Exhibit C hereto is a list of all Units by their Identifying Numbers and the Percentage Interest appurtenant to each Unit. The Percentage Interest appurtenant to each Unit is a fraction, the numerator of which is the particular Unit and the denominator of which is the total number of Units within the Sub Planned Community.
- 2.1.2 Each Unit shall have the number of votes in the Sub Association equal to its Percentage Interest, specifically, one vote per Unit.
- 2.1.3 The share of Common Expense Liability appurtenant to each Unit shall be in proportion to its Percentage Interest.

Section 2.2 Unit Boundaries.

- 2.2.1 The title lines or boundaries of each Unit are situated as shown on the Plats and Plans.
- 2.2.2 Each Unit in the Sub Planned Community is a single subdivided lot as depicted in the Plats herein and as shall be amended from time to time by the Declarant if additional real estate is added pursuant to the terms herein. The Plats also indicate each Unit's identifying number.

ARTICLE III
ALLOCATION AND RESTRICTION OF COMMON ELEMENTS, CONTROLLED FACILITIES, LIMITED COMMON ELEMENTS AND LIMITED CONTROLLED FACILITIES

Section 3.1 Common Elements.

This section and the subsections shall be the same as the Master Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.

Section 3.2 Binding Obligation.

This section shall be the same as the Master Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.

Section 3.3 Ownership of Common Facilities Prior to Association.

This section shall be the same as the Master Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.

defined by the Executive Board of the Master Association whose interpretation shall be final and binding.

Section 3.5 Storm Drains and Storm Water Management Basins.

This section shall be the same as the Master Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.

Section 3.6 Limited Common Elements.

Those portions of the Common Elements serving only one or more, but fewer than all, Units within the Sub Planned Community are Limited Common Elements allocated only to the Unit or Units which they serve. Without limiting the generality of Section 1.5.2P hereof, the following portions of the Property are hereby designated as Limited Common Elements:

3.6.1 Cluster Mail Boxes

3.6.2 Any other as defined or shown on the plans now or amended

Section 3.7 Controlled Facilities.

This section shall be the same as the Master Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.

Section 3.8 Limited Controlled Facilities.

Those portions of Controlled Facilities, other than the Controlled Facilities which are themselves part of a Unit allocated by or pursuant to the Sub Declaration for the exclusive use of one or more, but fewer than all, of the Units. The following portions of the Property are designated as Limited Controlled Facilities:

3.8.1 Any as defined or shown on the plans now or amended.

Section 3.9 Use of Sidewalk and Street Limited Common Elements.

This section shall be the same as the Master Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.

Section 3.10 Surface Parking Spaces; Other Areas.

This section shall be the same as the Master Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.

... respect thereof to the Limited Common Elements, which in its judgment seems necessary.

ARTICLE IV **MAINTENANCE, REPAIR AND REPLACEMENT RESPONSIBILITIES**

Section 4.1 Maintenance Responsibilities.

This section shall be the same as the Master Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.

Section 4.2 Association Maintains Common Elements.

The Sub Association shall maintain, repair and replace all of the Limited Common Elements and Limited Controlled Facilities, as defined in this Sub Declaration, so that the same are in good order and repair and in an attractive condition consistent with a residential and commercial community, and in connection therewith, the Sub Association shall continually keep and maintain, or cause to be continually kept and maintained, all improvements to the Limited Common Elements and Limited Controlled Facilities in a safe, sightly and serviceable condition which repair and maintenance shall include replacement, cleaning, lighting, painting, landscaping, removing obstructions, snow, water and ice from private streets, re-paving and surfacing the curbs, walks, utilities and drainage facilities, directional signs and lighting facilities as necessary from time to time. Maintenance of the Limited Common Elements by the Sub Association includes the payment of all utility charges applicable to the Limited Common Elements.

Section 4.3 Action by Executive Board to Remedy Unsatisfactory Conditions.

Any person authorized by the Executive Board shall have the reasonable right of access to all portions of the Property, including a Unit, for the purpose of correcting any condition threatening any other Unit or the Limited Common Elements, and for the purpose of performing installations, alterations or repairs; for the purpose of reading, repairing, replacing utility meters and related pipes, valves, wires and equipment; and for other proper purposes provided that all requests for entry are made in advance and that any such entry is at a time reasonably convenient to the affected Unit Owner. In case of any emergency, reasonable attempts to notify the Unit Owner shall be made, however, such right of entry shall be immediate, whether or not the Unit Owner is present at the time. If damage is inflicted on the Limited Common Elements or Limited Controlled Facilities, or on any Unit through which access is taken, the Unit Owner is responsible for the damage or the Sub Association, if it is responsible, is liable for the prompt repair of the damage.

Article V shall be the same as Article V and all Subsections of the Master Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.

ARTICLE VI COMPLETION OF COMMON FACILITIES

Article VI shall be the same as Article VI and all Subsections of the Master Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.

ARTICLE VII AMENDMENT OF DECLARATION

Section 7.1 Amendment Generally.

This Declaration, including the Plats and Plans, may be amended only by vote of at least sixty-seven (67%) percent of the Association, except unanimous consent of all Unit Owners affected shall be required to create or increase Special Declarant Rights, alter the terms or provisions governing the completion or conveyance or lease of Common Facilities or increase the number of Units or change in the boundaries of any Unit, the Common Expenses, Liability or voting strength in the Association allocated to a Unit or the uses to which a Unit is restricted. No Declaration provisions pursuant to which any Special Declarant Rights have been reserved to a Declarant shall be amended without the express written joinder of the Declarant in such amendment. This section shall not apply to amendments executed by a Declarant under Section 5210 (e) or (f) (relating to Plats and Plans), Section 5211 (a) (relating to conversion and expansion of Flexible Planned Communities), Section 5212 (a) (relating to withdrawal or Withdrawable Real Estate) or amendments executed by the Association under Section 5107 (relating to eminent domain), Section 5209 (relating to Limited Common Elements), Section 5215 (relating to subdivision or conversion of Units), or amendments executed by certain Unit Owners under Section 5209 (b) and Section 5214 (a) (relating to relocation of boundaries between Units), Section 5215 and Section 5220 (b) (relating to termination of Planned Community).

Notwithstanding the above, any amendment proposed to be adopted pursuant to the terms of this Declaration shall not in any way amend, alter or change any of the provisions of the Master Declaration. To that end, before any amendment may be adopted it must be submitted to the Master Executive Board to determine if such amendment will amend, alter or change any of the provisions of the Master Declaration. The interpretation of whether the proposed amendment of this Sub Declaration shall amend, alter or change any provision of the Master Declaration shall be the exclusive decision of the Master Executive Board whose decision shall be final.

...to any and all amendments, correct or supplement any provision of the Declaration, including Plats and Plans, that is defective, missing or inconsistent with any other provision of the Declaration or Act or conform to the requirements of any agency or entity that has established national or regional standards with respect to loans secured by mortgages or deeds of trust or Units in Planned Community or so called "PUD" projects, such as Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation, the Executive Board may effect an appropriate corrective amendment without approval of the Unit Owners or the holders of line on the Planned Community, upon receipt of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of Section 5219 of the Act.

Section 7.3 Rights of Secured Lenders.

Annexation of additional properties, mergers and consolidations, dedication of Common Areas and amendment of the Declaration requires prior approval of HUD/VA as long as the Declarant exercises his Special Declarant Rights which extend for a period of time of seven (7) years from the date of the first conveyance of a Unit to a person other than the Declarant; provided, however, that the Declarant's Special Rights will terminate sixty (60) days after conveyance of seventy-five (75%) percent of the Units which may be created to Unit Owners other than Declarant. Declarant's Special Rights which entitle it to unilaterally convert Convertible Real Estate, add Additional Real Estate and withdraw Withdrawable Real Estate, cause mergers and consolidations and appoint or remove the Executive Board, extended from the date of the first conveyance of a Unit to a person other than the Declarant for not more than five (5) years; provided however, that the Declarant's Special Rights will terminate sixty (60) days after conveyance of seventy-five (75%) percent of the Units which may be created to Unit Owners other than Declarant.

ARTICLE VIII
USE RESTRICTIONS

Section 8.1 Use and Occupancy of Units and Common Elements.

Section 8.1 shall be the same as Section 8.1 and all Subsections of the Master Declaration, which are restated here for purposes of specific notice to any purchaser.

8.1.1 Architectural Standards.

A. Approval.

1. Subject to the operation and effect of the provisions of this Article VIII, and except for any improvements by Declarant, no improvements or other structure of any kind whatsoever shall be constructed, reconstructed, placed, maintained, or modified (other than: (1) exterior repainting in the same color as the existing color, upon prior written approval of the Executive Board (hereinafter "Board") and (2) interior painting or other modifications not visible from or affecting the exterior of the dwelling), and no landscaping on a lot shall be altered, unless such action and

an extension of time for reasonable cause, and to withhold such approval until plans and specifications, showing in reasonable detail the nature, kind, shape, height, materials, location, and approximate cost of such improvement have been submitted to S&A Custom Built Homes, Inc.

2. If any Unit Owner submits to S&A Custom Built Homes, Inc. a written application for approval of any improvement, as aforesaid, and if the Board has not disapproved, in writing, said application within sixty (60) days of receipt thereof, such approval shall thereupon be deemed to have been given.
3. The affirmative vote of a majority of the members of the Board shall be required for it to take any action; provided that such majority may designate one member to act for it.

8.1.2. The Declarant appoints S&A Custom Built Homes, Inc. as the exclusive builder in their Master Planned Unit Development and any Sub Planned Unit Development created herein, subject only to S&A Custom Built Homes, Inc.'s right to choose another builder to build in their place.

Section 8.2 Prohibited Uses and Nuisances.

A. Itemization. Except for the activities of Declarant during original development:

1. Only dwelling houses as defined herein shall be used for residential purposes upon said Units and no temporary or other structure of any kind shall at any time be used for residential purposes. Each structure must meet the minimum set back requirements as established by Patton Township, Centre County, Pennsylvania.
2. Said Units, as herein above provided, shall be used for residential or dwelling purposes and no business, mercantile, commercial or manufacturing enterprise or activity of any kind shall be conducted thereon with the exception of such home occupations as permitted by the zoning ordinances established by the governing municipality and approved by the Declarant.
3. No fences and utility or storage sheds shall be permitted during the Declarant Control Period. Following transfer of control to the homeowners, an affirmative vote of sixty-seven (67%) percent of the Unit Owners will be required to allow fences and utility or storage sheds within the Planned Unit Development, which will be subject to such guidelines as the Association may hereafter adopt.

may be used during the day it disassembled by dusk every evening.

5. As part of each single family residential dwelling constructed on a Unit, an attached or integral garage for at least two (2) automobiles shall be erected.
6. No Unit shall be re-subdivided into two (2) or more Units; however, two (2) Units may be merged to form a single Unit.
7. All landscaping plans must be submitted, in writing, to the Board for approval. This shall include, but not be limited to, such landscaping items as decorative fencing, tree rows as a form of screening or other trees, bushes, shrubs and flowers, which shall be planted in a landscape design. All landscape requests must be in compliance with all set back regulations established by the governing municipality. Following review by the Board, the resident will receive, in writing, the Board's decision of approval or disapproval. Only after approval is received may the landscaping work commence.
8. No swimming pools will be permitted on a Unit, except for the pool which will be installed in the Community Center Area by the Developer.
9. Spas and hot tubs shall not be permitted around the exterior of the Unit, except that which may or may not be installed at the Community Center by the Developer.
10. No games courts shall be permitted on a Unit, except that which may or may not be installed at the Community Center or such other location within the Planned Unit Development by the Developer.
11. No trampolines will be permitted on a Unit. Children's play equipment may be permitted only after submitting a request for approval and receiving written approval from the Developer.
12. No antennas shall be permitted to be installed on any exterior portion of any structure constructed in the Unit. However, satellite dishes no larger than twenty-four (24) inches in diameter are permitted, subject to Declarant's approval as to location and color, which may not be unreasonably withheld.
13. All trash, garbage and refuse shall be stored in covered metal or plastic receptacles and concealed from view by an enclosure or screening approved by Declarant, their

14. An outside electric eye pole light must be installed in each Unit prior to the completion of the dwelling Unit and must be maintained thereafter. The pole light must be lighted at all times, from sundown to sunup; it must be regulated by an automatic day and night switch or photocell and it must have at least a one hundred (100) watt bulb. The pole light shall be wired directly to the electric panel box and shall not have an in-line switch.
15. Solar collection panels shall not be permitted.
16. No motor homes, boats, campers, trailers, gliders or other recreational vehicles of any size may be kept on the property, unless stored in the garage with the garage door closed.
17. No Unit may be used as a means of access, ingress, egress or regress to or from any other real estate, except with Declarant's written consent which may be withheld for any reason.
18. Each Unit Owner shall refrain from interference with natural drainage courses and swales along the roadways.
19. No building, garage, wall or other structure shall be commenced, erected or maintained, nor shall any addition to or change or alteration therein be made until the plans and specifications, showing the nature, floor plan, location and approximate cost of such structure and the grading plan of the lot upon which such structure is to be built, shall have been submitted to and been approved in writing by Declarant, as hereinafter defined. Approval or disapproval of said plans and specifications by the Declarant shall be absolute and final.
20. No billboards, signboards or other advertising contrivance or medium shall be erected or maintained on any Unit except such signs as are reasonable in size and appearance and are for the purposes of advertising the sale or rental of the premises upon which they are erected. No "for sale" signs or realtor "for sale" signs will be permitted at the entrance sign areas or Common Areas throughout the Planned Unit Development.
21. No animals, livestock, horses or poultry of any kind shall be kept for breeding or commercial use. Domestic animals shall be maintained within the municipality ordinances. No Unit Owner shall be allowed to have more than three (3) domestic animals, which shall be defined as dogs, cats or other indoor household animals, also referred to as pets.

22. All Units shall be kept neat and clean and free from refuse and weeds and nothing shall be placed, kept, stored or maintained thereon which may constitute a nuisance or annoyance to Unit Owners or the residents of the subdivision. Responsibility shall commence from time of Unit purchase. Unit Owner shall comply with municipal ordinances.
23. These conditions, reservations, covenants and restrictions shall apply to all Units shown on the aforesaid subdivision plan whether vacant or improved and to all structures erected or to be erected thereon as well as to the alteration or improvement of or addition to any such structures.
24. Developer and Declarant shall have the sole right to erect, maintain and operate real estate sales, management and/or construction offices on any part of the Property and/or in any dwelling house now or hereinafter erected on any Unit provided such offices are solely used and operated in connection with the development of the Property or the building of structures on the Units, or the management, rental or sale of any part of the Unit, or of structures now or hereafter erected thereon, but no part of the Property, nor any part of any dwelling now or hereafter erected thereon, shall be used for any of the aforesaid purposes set forth in this paragraph without written consent and approval of Declarant, in his sole, reasonable discretion, being first had and obtained. Successor Declarant shall not enjoy the rights granted by this paragraph unless instrument signed by Declarant; expressly granting such right and has been recorded in the Centre County Recorder of Deeds.
25. All excess fill from home construction shall be required to be dumped in such areas as indicated by Declarant.
26. No unlicensed, uninspected, or unregistered motor vehicle may be maintained or kept on any Unit of the said Planned Community. In addition, no repair work will be done on any motor vehicle in the Planned Community. Any vehicle over 3/4 ton shall not be permitted to park on or adjacent to the Units.
27. Reasonable rules and regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property, may be promulgated from time to time by the Executive Board, subject to the right of the Association to change such rules and regulations. Copies of the then current rules and regulations and any amendments thereto shall be furnished to all Unit Owners

The uses, restrictions, and architectural standards as set forth in this Article VIII shall survive the termination of the Planned Community. It is the intent of Declarant that the use restrictions shall run with the land.

ARTICLE IX **LEASING**

The provisions of Article IX shall be the same as Article IX of the Master Declaration.

ARTICLE X **BUDGETS; COMMON EXPENSES; ASSESSMENTS; AND ENFORCEMENT**

Section 10.1 Definition of Common Expenses.

This section shall be the same as Section 10.1 of the Master Declaration.

Section 10.2 Apportionment of Common Expenses.

All Common Expenses assessed by the Master Association to be paid by this Sub Association shall be assessed against all Units in accordance with their respective Percentage Interests as shown on Exhibit "C" of this Declaration and any amendments thereto. In addition, Common Expenses related to Limited Common Elements or Limited Controlled Facilities that are to be used by all the Units in this Sub Planned Community shall be assessed in the same manner as stated above. Common Expenses related to Limited Common Elements or Limited Controlled Facilities which are used by less than all of the Units in this Sub Planned Community shall be assessed equally against the Units to which the use of the Limited Common Elements or Limited Controlled Facilities were assigned at the time.

Section 10.3 Annual Payments.

10.3.1 Payments from the Unit Owners to the Sub Association

All Common Expense assessments made according to Section 10.2 to meet the Sub Association's annual budget shall be paid by the Unit Owners to the Sub Association on an Annual basis, payable in one (1) annual payment, which payments shall be due to the Sub Association by January 31. Special assessments shall be due and payable as set forth by the Executive Board. Assessments for the first year shall be prorated from the date of settlement, utilizing the annual budget assessment schedule, for that current year, which shall be established by the Executive Board and used in the computation of the first year assessment amount due.

10.3.2 Payments from the Sub Association to the Master Association

All Common Expense assessments made according to Section 10.2 to meet the Sub Association's and the Master Association's annual budgets, shall be paid by the Sub Association to the Master Association on a Quarterly basis, payable in four (4) annual payments, which payments shall be due to the Master Association by the dates of

Subordination of Certain Charges.
Any fees, charges, late charges, fines and interest which may be levied by the Executive Board pursuant to Section 5302(a), (10), (11) and (12) of the Act, shall be subordinate to the lien of a Permitted Mortgage on a Unit.

Section 10.5 Surplus.

Any amounts accumulated from the assessments for General Common Expenses and not remitted to the Master Association in excess of the amount required for actual General Common Expenses shall be held by the Sub Association as reserves for future General Common Expenses not assessed by the Master Association.

Section 10.6 Assignment of Income Rights.

The Association may assign rights to future income, including payments made on account of assessments for General Common Expenses and Limited Common Expenses, to secure any loan obtained by the Association for repairs, replacements or capital improvements to the Common Elements.

Section 10.7 Special Allocation of Expenses.

10.7.1 Any Common Expense benefiting fewer than all of the Units shall be assessed exclusively against the Units benefited.

10.7.2 If a Common Expense is caused by the negligence or misconduct of any Unit Owner, the Association may assess that expense exclusively against his Unit.

Section 10.8 Commencement of Common Expense Assessments.

In general, Common Expense assessments shall begin as of the date of conveyance of the first Unit to a Unit Owner other than the Declarant (the "First Settlement").

Section 10.9 Personal Liability of Unit Owners.

The Owner of a Unit at the time a Common Expense assessment or portion thereof is due and payable is personally liable for the assessment. Personal liability for the assessment shall not pass to a successor in title to the Unit unless said successor agrees to assume the obligation.

Section 10.10 No Waiver of Liability for Common Expenses.

No Unit Owner may exempt himself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit against which the assessments are made.

Section 10.11 Acceleration of Common Expense Assessments.

As stated in this Sub Declaration and the Master Declaration, the Unit Owners are liable according to their Percentage Interest for any assessment made by the Master Association to the Sub Association as well as additional expenses relating to the

the acceleration provisions of the Master Association as set forth in Section 10.10 of the Master Declaration.

In addition, in the event of default by the Unit Owner for a period of ten (10) days in the payment of the Common Expenses levied by the Sub Association for the Common Assessments levied by the Master Association and those levied by the Sub Association for the Limited Common Elements and Limited Controlled Facilities, the Executive Board of the Sub Association shall have the right to declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable. Further, a late fee of fifteen (15%) percent of the total fee annually, on the delinquency, and a penalty of Five Dollars (\$5.00) per day will be assessed. In addition, attorney's fees equal to fifteen (15%) percent of the total due and payable shall be assessed.

Section 10.12 Confessions of Judgment.

IN ORDER TO EXPEDITE THE EXECUTIVE BOARD'S COLLECTION OF ANY DELINQUENT ASSESSMENT, EACH UNIT OWNER (BY ACCEPTANCE OF THE DEED TO HIS UNIT) SHALL BE DEEMED TO HAVE APPOINTED ANY ONE OR MORE EXECUTIVE BOARD MEMBERS THE ATTORNEY-IN-FACT FOR SUCH UNIT OWNER TO CONFESS JUDGMENT AGAINST SUCH UNIT OWNER IN ANY COURT OF COMPETENT JURISDICTION IN PENNSYLVANIA, FOR ANY SUCH UNPAID ASSESSMENTS, WHICH APPOINTMENT (BEING FOR SECURITY) SHALL BE IRREVOCABLE; AND FOR SO DOING A COPY OF THIS SECTION 10.12 AND SAID DEED, BOTH VERIFIED BY AFFIDAVIT, SHALL BE A SUFFICIENT WARRANT. THE AUTHORITY GRANTED HEREIN TO CONFESS JUDGMENT SHALL NOT BE EXHAUSTED BY ANY EXERCISE THEREOF BUT SHALL CONTINUE FROM TIME TO TIME AND ALL TIMES UNTIL THIS DECLARATION SHALL BE TERMINATED.

Section 10.13 Lien.

- 10.13.1 The Association has a statutory lien on a Unit for any assessment levied against that Unit or fine imposed against the Unit Owner from the time the assessment or fine becomes delinquent. Fees, including attorneys' fees, late charges, fines and interest charged pursuant to the Act and the Planned Community Documents are enforceable as assessments under this Section. If an assessment is payable in installments and one or more installments are not paid when due, the entire outstanding balance of the assessment becomes effective as a lien from the due date of the delinquent installment.
- 10.13.2 Recording of this Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessment under this Section is required.
- 10.13.3 Any lien for delinquent Common Expense assessments or other charges that the Association has on a Unit will be subordinate to a first mortgage on the Unit, if the mortgage was recorded before the due date of the assessment or

purchaser at the foreclosure sale is not liable for any unpaid assessments against the Unit which became due before the sale, other than the assessments which are prior to that mortgage in accordance with the provisions of the Act. Any unpaid assessments not satisfied from the proceeds of sale become Common Expenses collectible from all the Unit Owners, including the purchaser.

- 10.13.5 Any fees, including attorneys' fees, late charges, fines and interest which may be levied by the Executive Board pursuant to Section 5301(a)(10), (11) and (12) of the Act, shall be subordinate to the lien of a first mortgage on a Unit.
- 10.13.6 The Association's lien may be foreclosed in a like manner as a mortgage on a real property.
- 10.13.7 This Section does not prohibit actions to recover sums for which this Section creates a lien or prohibit the Association from taking a deed in lieu of foreclosure.
- 10.13.8 A judgment or decree in any action brought under this Section shall include costs and reasonable attorneys' fees for the prevailing party.
- 10.13.9 A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within three (3) years after the assessments become payable; provided, that if an Owner of a Unit subject to a lien under this Section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the automatic stay of proceedings under Section 362, or succeeding sections if amended, of the Bankruptcy Code is lifted.
- 10.13.10 Any payments received by the Association in discharge of a Unit Owner's obligation may, at the Association's discretion, be applied to the oldest balance due.

Section 10.14 Association Records.

During the period of Declarant control, the Association shall keep financial records sufficiently detailed to enable the Association to comply with Section 5407 of the Act. All financial and other records shall be made reasonably available for examination by any Unit Owner and his authorized agents.

Section 10.15 Statements of Unpaid Assessments.

On written request, the Association shall furnish to a Unit Owner a statement in recordable form setting forth the amount of unpaid assessments currently levied against the Unit and any credits of surplus in favor of his Unit as required by Section 5315(h) of the Act. The statement shall be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Executive Board and every Unit Owner.

REPEAL AND REVOCATION.

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:

- 11.1.1 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;
- 11.1.2 Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Unit Owners;
- 11.1.3 Copies of notices of meetings of the Unit Owners and the right to designate a representative to attend such meetings;
- 11.1.4 Notice of the decision of the Unit Owners to make any material amendment to this Declaration;
- 11.1.5 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;
- 11.1.6 The right to examine the books and records of the Executive Board at any reasonable time; or
- 11.1.7 Notice of any decision by the Executive Board to terminate professional management and assume self-management of the Property.

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

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

ARTICLE XII

EXECUTIVE BOARD; DECLARANT'S RIGHTS; SPECIAL DECLARANT RIGHTS

Section 12.1 Overview.

The entire provisions of Section 12.1 and its subsections are restated here for purposes of notice and clarification of the additional sections of Article XII as they pertain to this Sub Declaration.

There shall be an Executive Board for the Master Association, as well as an Executive Board for each Sub Planned Unit Development Association. The number of Board Members of the Master Association shall be five

12.1.1 Each Sub Planned Unit Development Association shall be entitled to have, as Board Members, a number equal to dividing the total number of Board Members, five (5) by the total number of Sub Planned Unit Developments. Any fraction shall produce a number equal to the whole number without regard to the excess percentage (in other words, rounded down). These Board Members shall be appointed by the Executive Board of the Sub Planned Unit Development Association.

12.1.2 By using the above formula, there may be a shortfall in the number of appointed Board Members necessary to fill the five (5) Board positions. In that event, the excess position or positions shall be filled by an election of all the Unit Owners of the various Sub Planned Unit Developments. The election process shall be governed by the By-Laws of the Master Association with each Unit Owner having one vote.

Section 12.2 Control.

Subject to the provisions below, Declarant's control of the Association will extend from the date of the first conveyance of a Unit to a person other than a Declarant for a period of not more than seven (7) years, provided, however, that notwithstanding the foregoing Declarant's control shall terminate regardless, no later than the earlier of sixty (60) days after conveyance of seventy-five (75%) percent of the Units which may be created to Unit Owners other than the Declarant, two (2) years after all Declarants have ceased to offer Units for sale in the ordinary course of business or two (2) years after any development right to add new Units was last exercised.

12.2.1 Until the 60th day after conveyance of twenty-five (25%) percent of the Units which may be created 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.

12.2.2 Not later than sixty (60) days after conveyance of twenty-five (25%) percent of the Units which may be created to Unit Owners other than Declarant, at least one (1) member and not less than twenty-five (25%) percent of the members of the Executive Board shall be elected by Unit Owners other than Declarant. Not later than sixty (60) days after conveyance of fifty (50%) percent of the Units which may be created to Unit Owners other than Declarant, at least two (2) members and not less than thirty-three (33%) percent of the members of the Executive Board shall be elected by Unit Owners other than Declarant.

12.2.3 Not later than the termination of any period of Declarant control, the Unit Owners shall elect an Executive Board of at least three (3) members, at least a majority of whom shall be Unit Owners, provided that the Executive Board may consist of two (2) members, both of whom shall be Unit Owners, if the

Pursuant to Section 12.2.3 of the Master Declaration, until such time as the Declarant cedes total control of the Master Executive Board and the Board of Directors is selected according to the provisions of Sections 12.1.1 and 12.1.2 of the Master Declaration, the Directors of the Master Association, entitled to be selected according to Section 12.2.2 of the Master Association shall be elected pursuant to Section 12.1.2 of the Master Declaration and its By-Laws.

Section 12.3 Declarant Rights.

Declarant reserves unto itself all Special Declarant Rights as defined in Section 5103 of the Act and as defined under Section 1.5.2.K of the Master Declaration, now or as amended in the future.

ARTICLE XIII
LIMITATION OF LIABILITY

Section 13.1 Standard of Conduct.

- 13.1.1 In the performance of their duties, the officers and members 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.
- 13.1.2 In discharging the duties of their respective positions, the Executive Board members and officers may, in considering the best interests of the Association, consider the effects of any action upon employees, upon suppliers of the Association, upon communities in which the Planned Community is located and all other pertinent factors. The consideration of those factors shall not constitute a violation of the standards described above.
- 13.1.3 Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as an Executive Board member or officer, or any failure to take any action shall be presumed to be in the best interest of the Association.

Section 13.2 Good Faith Reliance.

In performing his duties, an officer or member of the Executive Board 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:

- 13.2.1 One or more other officers or employees of the Association whom the officer or Executive Board member reasonably believes to be reliable and competent in the matter presented.

13.2.3 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 member of the Executive Board reasonably believes to merit confidence.

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

Section 13.3 Limited Liability.

No Executive Board member 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 13.3 shall not apply to the responsibility or liability of an Executive Board member or officer pursuant to any criminal statute or to the liability of an Executive Board member or officer for the payment of taxes pursuant to local, state or federal law.

Section 13.4 Rules & Regulations.

This section 13.4 shall be the same as Article XIII and all Subsections of the Master Declaration, which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.

Section 13.5 Indemnification.

To the extent permitted under Pennsylvania law, 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 incurred, except in such cases wherein such Executive Board member and/or officer is adjudged to be in breach of the standards of conduct described above; 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 and/or officer) approves such settlement and reimbursement as being in the best interests of the Association; and provided further that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board member and/or officer had no reasonable cause to believe his conduct was unlawful. The indemnification by the Unit Owners set forth in this Section 13.5 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.

...from the Association, after the Association has received an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association.

Section 13.6 Directors & Officers Insurance.

The Executive Board shall obtain and maintain insurance to satisfy the indemnification obligation of the Association and all Unit Owners set forth in Section 13.5 above, if and to the extent available at a reasonable cost.

ARTICLE XIV
OPTION TO WITHDRAW REAL ESTATE

Article XIV shall be the same as Article XIV and all Subsections of the Master Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.

ARTICLE XV
CONVERTIBLE REAL ESTATE

Article XV shall be the same as Article XV and all Subsections of the Master Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.

ARTICLE XVI
ADDITIONAL REAL ESTATE

Article XVI shall be the same as Article XVI and all Subsections of the Master Declaration which shall control and be defined by the Executive Board of the Master Association whose interpretation shall be final and binding.

ARTICLE XVII
INSURANCE

Section 17.1 Insurance to be Carried by Association.

Commencing no later than the time of the first conveyance of a Unit to a person other than a Declarant, the Association shall maintain, to the extent reasonably available, all of the following:

- 17.1.1 Property insurance on the Common Facilities, Controlled Facilities and Limited Controlled Facilities insuring against all common risks of direct physical loss. The total amount of insurance after application of any deductibles shall not be less than ninety (90%) percent of the actual cash value of the insured Property, exclusive of land, excavations, foundations and other items normally excluded from property policies.

damages, arising out of or in connection with the use, ownership or maintenance of the Common Elements.

- 17.1.3 Insurance described in Section 17.1.1 above, to the extent reasonably available, shall include the Units but shall not include improvements and betterments installed by Unit Owners.
- 17.1.4 If the insurance described herein above is not maintained, the Association promptly shall cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Unit Owners. The Association may carry any other insurance it deems appropriate to protect the Association or Unit Owners.
- 17.1.5 The policy terms of the insurance shall be in accordance with Section 5312(d) of the Act.

ATTEST.

By: Richard L. Finney

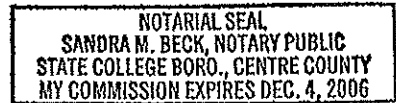
Commonwealth of Pennsylvania :

County of Centre :

On this, the 13th day of August, 2003, before me, the undersigned officer, personally appeared Robert E. Poole, Jr. who acknowledged himself/herself/themselves to be the Managing Member of Pinnacle Development LLC and that he/she/they as such Robert E. Poole, Jr., being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the _____ by himself/herself/themselves as Managing Member.

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

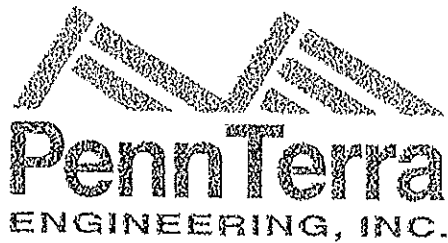
Sandra M. Beck
Notary Public
My Commission Expires:



**Declaration
For
The Single Family Homes at
The Village at Penn State**

Exhibit "A"

The Village at Penn State Perimeter



2041 Cato Avenue
State College, PA 16801
Phone: (814) 231-8285
Fax: (814) 237-2308

Legal Description

Toftrees, Tax Parcel 18-21-10

All that certain tract of land situated in Patton Township, Centre County, PA, being Tax Parcel 18-21-10, as shown on a Plan entitled, "Toftrees Avenue Extension, Preliminary/ Final Subdivision Plan, Subdivision of Tax Parcel 18-21-10," dated January 8, 2002 by PennTerra Engineering, Inc., State College, PA, being bounded and described as follows:

Beginning at an iron pin, lying in a southerly R/W line of Fox Hollow Road (S.R. 3005, variable R/W, 30' paved cartway) and being a northerly corner of lands owned now or formerly by Joseph D. and Stephanie J. Ebeling (Tax Parcel 18-4-6, R.B. 585, pg. 449); thence along said lands the following bearings and distances: S88°31'54"W, 135.03 feet to an iron pin; thence N74°56'06"W, 100.90 feet to an iron pin; thence S38°36'54"W, 173.10 feet to an iron pin; thence S51°24'46"E, 329.94 feet to an iron pin, being a southerly corner of said lands and lying in a westerly line of lands owned now or formerly by Village at Penn State, Phase 1, Continuous Care Retirement Community; thence along said lands S38°36'20"W, 362.25 feet to an iron pin; thence continuing along said lands S61°04'11"W, 592.28 feet to an iron pin, being a westerly corner of said lands and a northerly corner of lands owned now or formerly by Pennsylvania State University (Tax Parcel 18-4-43); thence along said lands S49°51'12"W, 861.68 feet to an iron pin, lying in a westerly line of said lands and being an easterly corner of lands owned now or formerly by Federated Home and Mortgage (Tax Parcel 18-21-12, D.B. 275, pg. 116, Toftrees Tract B); thence along said lands N40°08'48"W, 1,006.21 feet to an iron pin, being a northerly corner of said lands and lying in an easterly line of lands owned now or formerly by Bruce K. and Susan S. Heim (Tax Parcel 18-4-4, D.B. 396, pg. 196); thence along said lands the following bearings and distances: N47°48'42"E, 158.70 feet to an iron pin; thence N49°10'05"W, 362.70 feet to an iron pin; thence S47°48'46"W, 286.91 feet to an iron pin, being a westerly corner of said lands and a northerly corner of lands

owned now or formerly by Federated Home and Mortgage (Tax Parcel 18-21-12, D.B. 275, pg. 116, Toftrees Tract B); thence along said lands S70°59'56"W, 349.10 feet to an iron pin; thence continuing along said lands N34°32'41"W, 639.40 feet to an iron pin, being a northerly corner of said lands and a southerly corner of lands owned now or formerly by Toftrees Golf Club, Inc. (Tax Parcel 18-4-4A, R.B. 680, pg. 228); thence along said lands N24°35'43"E, 692.13 feet to an iron pin; thence continuing along said lands N15°46'21"W, 175.68 feet to an iron pin, lying in an easterly line of said lands and being a southerly corner of lands owned now or formerly by Woodledge Cluster (Tax Parcel 18-20A-2, D.B. 431, pg. 1097); thence along said lands N60°02'33"E, 361.31 feet to an iron pin, being an easterly corner of said lands, a southerly corner of lands owned now or formerly by Woodledge Cluster (Tax Parcel 18-20A-1, D.B. 357 pg. 858), a westerly corner of lands owned now or formerly by Donna J. Cook (Tax Parcel 18-20-33, R.B. 862, pg. 16) and being a westerly corner of lands owned now or formerly by Alan M. and Anna I. Catanoso (Tax Parcel 18-20-32, R.B. 968, pg. 721); thence along said lands S38°52'40"E, 195.03 feet to an iron pin, being a southerly corner of said lands and a westerly corner of lands owned now or formerly by Joseph V. Jr. and Kelley A. Paterno (Tax Parcel 18-20-31, R.B. 873, pg. 812); thence along said lands and lands owned now or formerly by Donald D. and Julianne Bergh (Tax Parcel 18-20-30, R.B. 998, pg. 1071) S47°36'36"E, 169.00 feet to an iron pin, being a southerly corner of the Bergh lands and a westerly corner of lands owned now or formerly by Sharon E. Teaman (Tax Parcel 18-20-29, R.B. 966, pg. 818); thence along said lands and lands owned now or formerly by Keith F. and Margot D. Stevens (Tax Parcel 18-20-28, D.B. 381, pg. 1068) S31°50'49"E, 217.97 feet to an iron pin, being a southerly corner of the Stevens lands and a westerly corner of lands owned now or formerly by John C. and Joyce Haas (Tax Parcel 18-20-27, R.B. 777, pg. 1041); thence along said lands S42°22'12"E, 147.01 feet to an iron pin, being a southerly corner of said lands and a westerly corner of lands owned now or formerly by Roger D. and Corinne S. Coplan (Tax Parcel 18-20-26, R.B. 901, pg. 460); thence along said lands S63°13'23"E, 133.40 feet to an iron pin; thence continuing along said lands and along an unmarked right-of-way S68°04'36"E, 50.00 feet to a point, being a southerly corner of said unmarked right-of-way and being a westerly corner of lands owned now or formerly by Lanny E. and Rosemary P. Johnson (Tax Parcel 18-20-25,

R.B. 980, pg. 241); thence along said lands and along lands owned now or formerly by Federated Home and Mortgage (Tax Parcel 18-21-3, D.B. 275, pg. 114, Toftrees Tract G) S68°04'20"E, 350.72 feet to an iron pin; thence continuing along said lands S68°04'22"E, 5.29 feet to an iron pin; thence continuing along said lands the following bearings and distances: along a curve to the right, having a chord bearing of N60°18'32"E, a chord distance of 416.13 feet, a radius of 630.00 feet and an arc length of 424.09 feet to an iron pin; thence N79°35'37"E, 325.54 feet to an iron pin; thence along a curve to the left, having a chord bearing of N61°09'04"E, a chord distance of 170.83 feet, a radius of 270.00 feet and an arc length of 173.82 feet to an iron pin; thence along a curve to the left, having a chord bearing of N06°33'33"W, a chord distance of 75.78 feet, a radius of 50.00 feet and an arc length of 85.99 feet to an iron pin, being an easterly corner of said lands and lying in a southerly R/W line of Fox Hollow Road (S.R. 3005, variable R/W, 30' paved cartway); thence along said R/W the following bearings and distances: along a curve to the left, having a chord bearing of S57°44'48"E, a chord distance of 81.81 feet, a radius of 1221.05 feet and an arc length of 81.83 feet to an iron pin; thence S30°20'01"W, 10.00 feet to an iron pin; thence S59°39'59"E, 67.25 feet to an iron pin; thence S59°39'59"E, 858.76 feet to an iron pin, being the place of beginning, containing 79.609 acres.

Prepared: 03/20/03
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**For
The Single Family Homes at
The Village at Penn State**

Exhibit "B"

Tradition Point

Section 1A – East of the Walkway

Section 1B – West of the Walkway

Legal Description
The Village at Penn State
Section 1A East of Walkway

All that certain tract of land situated in Patton Township, Centre County, PA, being Section 1A east of walkway, as shown on a Plan entitled, "The Village @ Penn State, Phase Two, Section 1A, Toftrees Planned Community, Preliminary and Final Subdivision Plan, Expanded View, 20 Lot Subdivision Plan of Tax Parcel 18-21-10," dated May 28, 2002 by PennTerra Engineering, Inc., State College, PA, being bounded and described as follows:

Beginning at an iron pin, being a westerly corner of Honors Lane (Section 1B, 50' R/W, 28' paved cartway) and northerly corner of Presidents Drive (50' R/W, 28' paved cartway); thence along the Presidents Drive R/W along a curve to the left, having a chord bearing of $N74^{\circ}01'23''W$, a chord distance of 528.26 feet, a radius of 1225.00 feet and an arc length of 532.44 feet to an iron pin, lying in a northerly line of said RW and being a southerly corner of a walkway area; thence along said walkway area $N03^{\circ}17'29''E$, 96.50 feet to an iron pin, lying in a westerly line of said walkway area and being a southwesterly corner of Lot No. 132 of Section 1B, Residential Property; thence along Lot No. 132 and along Lot Nos. 131 and 130 $S84^{\circ}07'16''E$, 109.32 feet to an iron pin; thence continuing along Lot No. 130 and along Lot Nos. 129 and 128 $S79^{\circ}23'19''E$, 108.93 feet to an iron pin; thence continuing along Lot No. 128 and along Lot Nos. 127 and 126 $S74^{\circ}39'53''E$, 108.93 feet to an iron pin; thence continuing along Lot No. 126 and along Lot Nos. 125 and 124 $S70^{\circ}07'13''E$, 118.83 feet to an iron pin, being a southerly corner of Lot No. 124 and a westerly corner of Lot No. 123; thence along Lot No. 123 $S19^{\circ}36'23''W$, 51.19 feet to an iron pin; thence continuing along Lot No. 123 $N86^{\circ}48'21''E$, 119.82 feet to an iron pin, being an easterly corner of Lot No. 123 and lying in a westerly R/W line of Honors Lane (Section 1B, 50' R/W, 28' paved cartway); thence along said R/W along a curve to the right, having a chord bearing of



S13°30'09"W, a chord distance of 67.69 feet, a radius of 150.00 feet and an arc length of 68.28 feet to an iron pin; thence continuing along said R/W S26°32'34"W, 37.91 feet to an iron pin, being the place of beginning, containing 1.154 acres.

Prepared: 04/03/03
SH/eal
Project No. S01172
Legals/villpssec1aeast.doc

Legal Description
The Village at Penn State
Section 1A West of Walkway

All that certain tract of land situated in Patton Township, Centre County, PA, being Section 1A west of walkway, as shown on a Plan entitled, "The Village @ Penn State, Phase Two, Section 1A, Toftrees Planned Community, Preliminary and Final Subdivision Plan, Expanded View, 20 Lot Subdivision Plan of Tax Parcel 18-21-10," dated May 28, 2002 by PennTerra Engineering, Inc., State College, PA, being bounded and described as follows:

Beginning at an iron pin, being a southwesterly corner of a walkway area and lying in a northerly R/W line of Presidents Drive (50' R/W, 28' paved cartway); thence along the Presidents Drive R/W the following bearings and distances: along a curve to the left, having a chord bearing of N88°07'24"W, a chord distance of 50.50 feet, a radius of 1225.00 feet and an arc length of 50.50 feet to an iron pin; thence along a curve to the left, having a chord bearing of N89°39'08"W, a chord distance of 14.87 feet, a radius of 1225.00 feet and an arc length of 14.87 feet to an iron pin; thence N90°00'00"W, 179.00 feet to an iron pin; thence along a curve to the right, having a chord bearing of N77°45'41"W, a chord distance of 222.58 feet, a radius of 525.00 feet and an arc length of 224.29 feet to an iron pin; thence N66°31'21"W, 130.71 feet to an iron pin, being a northerly corner of said R/W and a southeasterly corner of Tradition Drive (Section 1B, 50' R/W, 28' paved cartway); thence along the Tradition Drive R/W N24°28'39"E, 54.61 feet to an iron pin; thence continuing along said R/W along a curve to the right, having a chord bearing of N26°11'20"E, a chord distance of 25.38 feet, a radius of 425.00 feet and an arc length of 25.39 feet to an iron pin, lying in an easterly line of said R/W and being a southwesterly corner of Lot No. 142 of Section 1B; thence along Lot No. 142 S62°05'59"E, 94.78 feet to an iron pin; thence continuing along said lot N24°28'39"E, 41.81 feet to an iron pin, being an easterly corner of said lot and a southerly corner of Lot



No. 140; thence along Lot No. 140 and Lot No. 139 S66°20'42"E, 103.21 feet to an iron pin; being a southerly corner of Lot No. 139; thence continuing along said lot and along Lot Nos. 138, 137 and 136 S78°36'20"E, 152.41 feet to an iron pin; thence continuing along Lot No. 136 and along Lot Nos. 135 and 134 N90°00'00"E, 101.00 feet to an iron pin; thence continuing along Lot No. 134 and along Lot No. 133 S89°14'44"E, 106.52 feet to an iron pin, being a southerly corner of Lot No. 133 and lying in a westerly line of a walkway area; thence along said walkway area S03°17'29"W, 96.50 feet to an iron pin, being the place of beginning, containing 1.328 acres.

Prepared: 04/03/03
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Project No. S01172
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**Declaration
For
The Single Family Homes at
The Village at Penn State**

Exhibit "C"

**List of Units, their Identifying Numbers and
their Percentage Interest**

Exhibit C

List of Units, their Identifying Numbers and their Percent Interest

Unit #	Percent Interest
104	5.2632%
105	5.2632%
106	5.2632%
107	5.2632%
108	5.2632%
109	5.2632%
110	5.2632%
111	5.2632%
112	5.2632%
113	5.2632%
114	5.2632%
115	5.2632%
116	5.2632%
117	5.2632%
118	5.2632%
119	5.2632%
120	5.2632%
121	5.2632%
122	5.2632%
Total # Units	Total Percentage
19	100.0000%

**The Single Family Homes at
The Village at Penn State,
a Sub Planned Unit Development of The Village at Penn State
has been**

Recorded on the 9 day of September, 2003

in the Recorder of Deeds Map Drawer filed to

Record Book 1596 at Page 500.