

RECORDED
PAGE 21

DECLARATION

OF

SUMMIT AT WINDMERE, A CONDOMINIUM

Recorded in the office for the recording

of Deeds, etc in and for Centre County

in *RECORDS* Book No. *559* at page *1005*

21st day of *Feb* A. D. 19 *91*

Witness my hand and seal of office

Wayne M. Peters

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DECLARATION

SUMMIT AT WINDMERE, A CONDOMINIUM

ARTICLE I

SUBMISSION: DEFINED TERMS

Section 1.1. Declarant; Property; County; Name.

Summit at Windmere, a Pennsylvania general partnership (the "Declarant"), owner of the Real Estate described in Exhibit A attached hereto, located in College Township, Centre County, Pennsylvania, hereby submits the Real Estate, including all easements, rights and appurtenances thereunto belonging and the Building and improvements erected or to be erected thereon (collectively, the "Property") to the provisions of the Pennsylvania Uniform Condominium Act, 68 PA. C.S. Paragraph 3101 et seq. (the "Act"), and hereby creates with respect to the Property a condominium, to be known as "Summit at Windmere, a Condominium" (the "Condominium").

Section 1.2. Easements and Licenses.

Included among the easements, rights and appurtenances referred to in Section 1.1. above are the following recorded easements and licenses, and the Real Estate is hereby submitted to the Act: All the easements, rights and appurtenances appertaining to the lots in the subdivision of Rolling Ridge Development Co., Inc., known as Windmere Park.

Section 1.3. Defined Terms.

1.3.1. Capitalized terms not otherwise defined herein or in

the Plats and Plans shall have the meanings specified or used in the Act.

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

a. "Additional Real Estate" means any Real Estate described in Exhibit "C" attached hereto, so long as the Declarant's rights to add such Real Estate to the Condominium continue to exist.

b. "Association" means the Unit Owners' Association of the Condominium and shall be known as the "Summit at Windmere".

c. "Building" means the Condominium described in Section 1.1. above.

d. "Condominium" means the Condominium described in Section 1.1. above.

e. "Declarant" means the Declarant described in Section 1.1. above and all successors to any Special Declarant Rights.

f. "Declaration" means this document, as the same may be amended from time to time.

g. "Executive Board" means the Executive Board of the Association.

h. "Plats and Plans" means the Plats and Plans attached hereto as Exhibit "D" and made a part hereof, as the same may be amended from time to time.

EXHIBITS

Exhibit "A"	
<u>Property Description</u>	18
Exhibit "B"	
<u>Unit Percentage Interests</u>	19
Exhibit "C"	
<u>Additional Real Estate</u>	20
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<u>Sheet 1 Overview</u>	22
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i. "Property" means the Property described in Section 1.1 above.

j. "Unit" means a Unit as described herein and in the Plats and Plans.

1.3.3. The following terms when used herein shall have the meanings set forth below:

a. "Percentage Interest" means the undivided ownership interest in the Common Elements appurtenant to each Unit as set forth in Exhibit "B" attached, as the same may be amended from time to time.

ARTICLE II

ALLOCATION OF PERCENTAGE INTEREST,
VOTES AND COMMON EXPENSE LIABILITIES:

UNIT IDENTIFICATION AND BOUNDARIES:

MAINTENANCE RESPONSIBILITIES

Section 2.1. Percentage Interests.

Attached as Exhibit "B" hereto is a list of all Units by their Identifying Numbers and the Percentage Interest appurtenant to each Unit. The Condominium consists of 10 units. The maximum number of units that may be created is 10. The Percentage Interest shall determine the portion of the votes in the Association and the share of Common Expenses Liability appurtenant to each Unit. The Percentage Interest appurtenant to each Unit is determined on the basis of size, by dividing the size of each Unit by the aggregate sizes of all Units. The size of each Unit is the total number of square feet of floor space contained

therein determined by reference to the dimensions shown on the Plats and Plans.

Section 2.2. Unit Boundaries.

Each Unit consists of the space within the following boundaries:

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

1. Upper Boundary: The horizontal plane of the bottom surface of the ceiling.

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

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

Section 2.3. Maintenance Responsibilities.

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

ARTICLE III

EASEMENTS

Section 3.1. Additional Easements.

In addition to and in supplementation of the easements provided for by Paragraphs 3216, 3217, 3218 of the Act, the following easements are hereby created as set forth in this Article.

3.1.1. Declarant's Use for Sales Purposes.

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

3.1.2. Utility Easements.

The Units and Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to service any portion of the Property. The easements created in this Section 3.1.2. shall include, without limitation, rights of Declarant, or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wires, conduits and equipment and ducts and vents over, under, through, along and on the Units and Common Elements. Notwithstanding the foregoing

provisions of this Section 3.1.2., unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant, or so as not to materially interfere with the use or occupancy of the Unit by its occupants.

ARTICLE IV

AMENDMENT OF DECLARATION

Section 4.1. Amendment Generally.

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

ARTICLE V

USE RESTRICTIONS

Section 5.1 Use and Occupancy of Units and Common Elements.

The occupancy and use of the Units and Common Elements shall be subject to the following restrictions:

a. No Unit may be divided or subdivided into a smaller unit, nor may any portion of any Unit be added to or incorporated into another Unit without the written consent of the Executive Board.

b. Each unit is hereby restricted to residential use as a single family residence by the Unit Owner thereof, his tenants, his immediate family, guests and invitees. Each of

the Units is intended for independent use and shall be used only as a single family residence and for purposes incidental thereto.

c. There shall be no obstruction of the Common Elements nor shall anything be stored in or on the Common Elements without the prior written consent of the Executive Board. No Owner or group of Owners shall build, plant or maintain any matter or thing upon, over or under the Common Elements except with the express permission of the Council in writing first had and obtained.

d. No trash, garbage, refuse, debris or excess materials of any kind shall be placed on or about the Common Elements except in receptacles specifically designed therefor. No one shall burn, chop, or cut anything on, over or above the Common Elements. Unit Owners shall not have any right to paint or otherwise decorate or change the appearance of any portion of the exterior of the building. Each Unit Owner is responsible to report promptly to the Executive Board any defect or need for repairs the responsibility for which is that of the Executive Board.

e. Unit Owners shall not cause or permit anything to be hung, painted or displayed on the outside of windows or doors or on the outside walls of the building and no sign, shutter, CB, radio, television or other antenna shall be affixed or placed upon the exterior walls or roof of the

building without the prior written consent of the Executive Board.

f. No clothes, sheets, blankets, laundry of any kind or any other articles shall be hung or exposed on any part of the Common Elements or in any part of the Unit so as to be exposed to the outside of the building.

g. The Common Elements shall be used only for the furnishing of the services and facilities for which they are intended and which are incident to the use and occupancy of the Units.

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

(i) No animals, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Elements unless otherwise provided by Rules and Regulations promulgated by the Executive Board.

j. No noxious or offensive activity shall be permitted in any Unit or in or on the Common Elements nor shall anything be done therein either willfully or

negligently which may be or become any annoyance or nuisance to the other Unit Owners or occupants. There shall not be permitted any disturbing noises from any musical instrument, television, radio, tape deck, record player, or other amplified sound device shall be played or operated in such manner as to not disturb another unit owner or occupant.

(k.) To the extent permitted by law, no Unit may be occupied by any person under 18 years of age, except that such person under 18 may be permitted to visit for reasonable periods not exceed two (2) consecutive weeks on any one occasion or thirty (30) days in any calendar years.

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

Section 5.2. Rules and Regulations.

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 or any amendments thereto.

ARTICLE VI

LEASING

A Unit may be leased only with the prior approval of the Executive Board and pursuant to a written lease agreement which shall be furnished to the Executive Board. Any permitted lease shall be bound by and in strict compliance with the covenants, conditions and restrictions set forth in the Declaration, Bylaws and rules and regulations of the condominium.

ARTICLE VII

BUDGETS: COMMON EXPENSES:

ASSESSMENTS AND ENFORCEMENT

Section 7.1. Monthly Payments.

All Common Expense assessments made in order to meet the requirements of the Association's annual budget shall be deemed to be adopted and assessed on a monthly basis (rather than on an annual basis payable in monthly installments) and shall be due and payable in advance on the first day of each month. Special assessments shall be due and payable in one or more monthly payments, in advance, on the first day of each month, as determined by the Executive Board.

Section 7.2. Subordination of Certain Charges.

Any fees, charges, late charges, fines and interest which may be levied by the Executive Board pursuant to Paragraphs 3302(a)(10), (11), and (12) of the Act, shall be subordinate to the lien of a mortgage on a Unit.

ARTICLE VIII

RIGHTS OF PERMITTED MORTGAGEES

Section 8.1. Reports and Notices.

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

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

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

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

d. Notice of the decision of the Unit Owners to make any material amendment to this Declaration;

e. Notice of substantial damage to or destruction of any Unit (the repair of which would cost in excess of \$10,000.00) or any part of the Common Elements (the repair of which would cost in excess of \$10,000.00);

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

g. Notice of any default 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.

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 IX

DECLARANT'S RIGHTS

Section 9.1. Control.

a. Until the sixtieth (60th) day after conveyance of seventy-five percent (75%) of the Units to Unit Owners other than Declarant, Declarant shall have the right to appoint and remove any and all officers and members of the Executive Board. Declarant may not unilaterally remove any members of the Executive Board elected by Unit Owners other than Declarant.

b. Not later than sixty (60) days after conveyance of twenty-five (25%) percent of the Units to Unit Owners other than Declarant, two (2) of the five (5) members of the

Executive Board shall be elected by Unit Owners other than Declarant.

c. Not later than five (5) years after the date of the recording of this Declaration all members of the Executive Board shall resign, and the Unit Owners (including Declarant to the Extent of Units owned by Declarant) shall elect a new five (5) member Executive Board. Nothing contained herein shall prohibit any member of the Executive Board from succeeding himself as a member of that Board.

ARTICLE X

LIMITATION OF LIABILITY

Section 10.1. Limited Liability of the Executive Board.

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

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

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

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

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

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

f. Shall have no personal liability arising out of the use, misuse or condition of the Building, or which might in any other way be assessed against or imputed to the

Executive Board members as a result of or by virtue of their performance of their duties, except for the Executive Board members' own willful misconduct or gross negligence.

Section 10.2. Indemnification.

Each member of the Executive Board, in his capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he is an Executive Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged guilty of willful misconduct or gross negligence in the performance of his duties; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he is then an Executive Board member) approves such settlement and reimbursement as being in the best interests of the Association, and provided further that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board member and/or officer had not reasonable cause to believe his conduct was unlawful. The indemnification by the Unit Owners set forth in this Section 11.2 shall be paid by the Association on behalf of the Unit Owners and shall constitute a

common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

Section 10.3. Defense of Claims.

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

Section 10.4. Indemnity Coverage.

The Executive Board shall obtain insurance to satisfy the indemnification obligation of the Association and all Unit Owners set forth in Section 11.2. above, if and to the extend available.

IN WITNESS WHEREOF, the said Summit at Windmere has caused its name to be signed to these presents on this 18th day of FEBRUARY, 1991, by Sidney Friedman, attorney-in-fact for all the partners pursuant to the Special Power of Attorney

executed by each partner and intended to be recorded in the
Office of the Recorder of Deeds of Centre County.

SUMMIT AT WINDMERE,
a Pennsylvania
general Partnership

By: _____
Sidney F. Friedman,
attorney-in-fact for:

Frank P. Smeal
Mary Jean Smeal
Eugene J. Reilly
Elizabeth L. Reilly
Sidney Friedman
Helen S. Friedman
Lawrence G. Foster
Ellen M. Foster
Harold C. O'Connor
Nancy M. O'Connor
James R. Palmer
Barbara R. Palmer
James R. Palmer
Barbara R. Palmer
Galen E. Dreibelbis
[constituting all of the Partners]

EXHIBIT "A"

ALL THAT CERTAIN parcel of land situate in College Township, Centre County, Pennsylvania, more fully described as follows, to wit:

BEGINNING at a point along a curve in the northern right-of-way line of proposed Rolling Ridge Drive (being a 60 foot wide right-of-way) at the common southeastern corner of Lot 1 and the southwestern corner of the herein described Lot; thence along said Lot 1, North 22° 46' 35" West, 457.32 feet to a point along land now or formerly residue of Gordon D. and Alice B. Kissinger (part of Lot No. 3 - Plat Book 32, Page 109); thence along said land now or formerly residue of Gordon D. and Alice B. Kissinger, North 67° 13' 25" East, 478.62 feet to a point at the northwestern corner of Lot 3; thence along said Lot 3, South 22° 46' 35" East, 455.00 feet to a point in said northern right-of-way line of Rolling Ridge Drive; thence along said northern right-of-way line of Rolling Ridge Drive, South 67° 13' 25" West, 442.68 feet to a point at a point of curvature; thence continuing along said northern right-of-way line of Rolling Ridge Drive by the arc of a curve to the left having an arc length of 36.04 feet, a radius of 280.00 feet, a central angle of 7° 22' 28", a chord distance of 36.01 feet and a chord bearing of South 63° 32' 11" West to the point of beginning.

CONTAINING 5.000 acres of land gross measure.

BEING Lot No. 2 on a plan entitled "Plan of Windmere Park PRD", prepared by Sweetland Engineering & Associates, Inc., dated December 31, 1986, revised to April 3, 1987, recorded in the Office of the Recorder of Deeds of Centre County on February 9, 1988, and recorded in Plat Book 38, Pages 57, 58, and 59.

BEING part of Lot 1, as shown on the Preliminary and Final Plan, Resubdivision of Land of Rolling Ridge Development Company and Brookline Associates, dated February 2, 1987, revised February 17, 1987.

UNDER AND SUBJECT, NEVERTHELESS, to all existing easements, conditions, restrictions and covenants of record, including all declarations of covenants to be recorded as part of the Windmere Park Subdivision.

EXHIBIT "B"

<u>UNIT</u>	<u>PERCENTAGE INTEREST</u>
2A	10%
2B	10%
3A	10%
3B	10%
4A	10%
4B	10%
5A	10%
5B	10%
6A	10%
6B	<u>10%</u>
TOTAL	<u>100%</u>

EXHIBIT "C"

ADDITIONAL REAL ESTATE

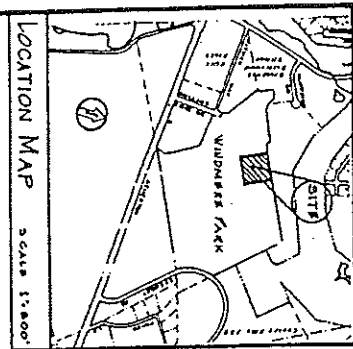
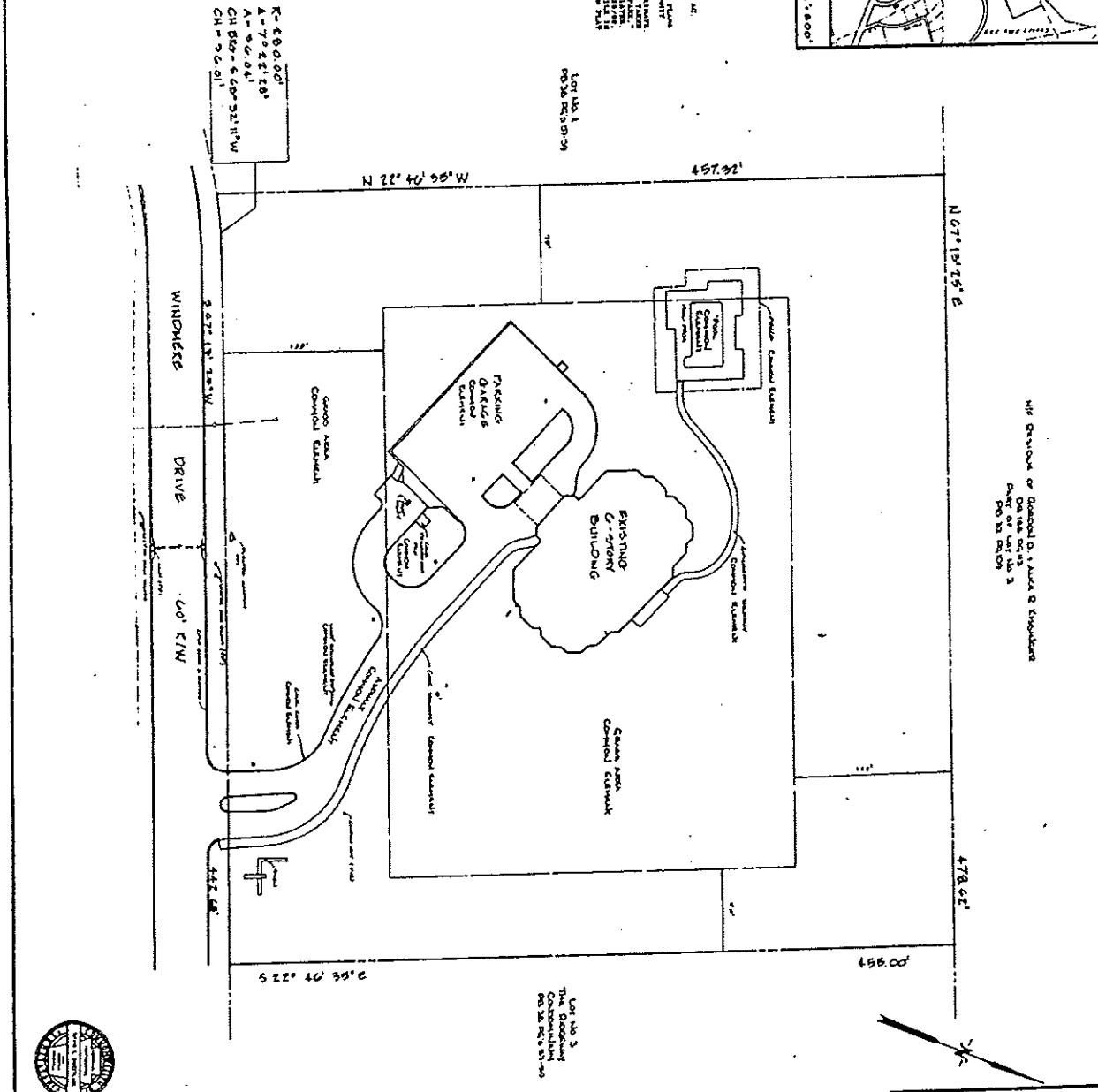
None.

EXHIBIT "D"

PLATS and PLANS

Exhibit "D" consists of the four attached sheets as follows:

Sheet 1	Overview
Sheet 2	Basement & Crosssection
Sheet 3	Ground Floor
Sheet 4	2nd, 3rd, 4th, 5th and 6th Floors Typical

[illegible]

W/5 CRASHOUT OF GAZAROL D. 4 JULIA R. KROENKERS
DA 146 DA 113
DA 107 WAT 146 3
PD 32 DA 107

N 67° 13' 25" E

47862

456.00¹

LOT NO 3
THE ROCKAWAY
CONDOMINIUM
DO 2A PG 4 21-99

LEGEND

PROPERTY LINE
BUILDING FOOTPRINT
EXISTING CONTOUR
PROPOSED CONTOUR
SAR SURVEY LINE/BOUNDARY
WATER LINE
WATER VALVE
WATER BAR MOUNT

Certification of Receipt
I, John A. Smith, being an authorized
officer, personally appeared
before me, James H. Jones, a
Notary Public in and for the State of
California, and acknowledged to me
that he executed the foregoing instrument
for the purposes and consideration therein
expressed, and that he is the person whose
name is subscribed to the same.

Witness my hand and the seal of said Notary Public
at San Francisco, California, this 10th day of
April, 1910.

Notary Public in and for the State of California.

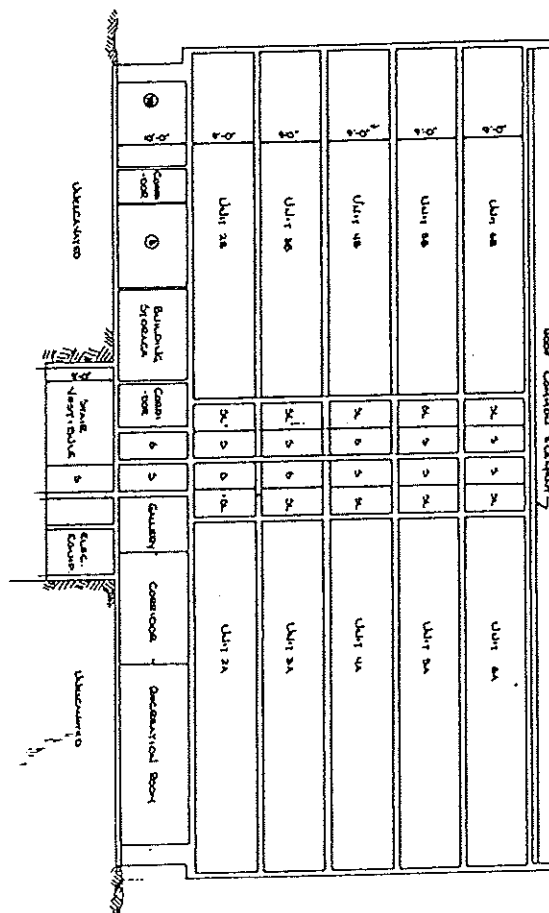
John A. Smith
My commission expires on the 10th day of April, 1911.

**SWEETLAND ENGINEERING
& ASSOCIATES, INC.**

300 West College Avenue
New College, Pennsylvania 16801
(610) 337-5518

THE SUMMIT of WINDMERE
CONDOMINIUM
DECLARATION PLAN
'OVERVIEW'

[illegible]



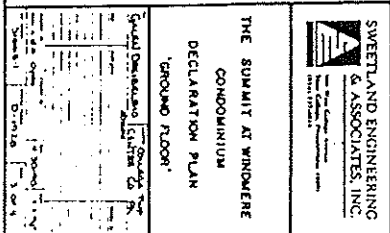
SECTION A 8
NOT TO SCALE

	LABOR
2A	PAID ON TENDERS LIMITED
2B	CONTRACT ELEMENT TO PROTECTIVE UNIT
3	UNIT BOUNDARY
	UNIT PAYMENTS
	STAIN LOWER (AM LOADED ON SECTION ONLY)
	STAIN (AM LOADED ON SECTION ONLY)

THE SUMMIT AT WINMERE
CONDOMINIUM
DECLARATION PLAN

'BASEMENT'

COLUMBIAN CASH CO., INC.	
200 West	
City	
State	
Street	D 1973 3 or 4



CERTIFICATE OF COMPLETION

The undersigned, being duly sworn according to law, deposes and says that he is an independent registered architect, surveyor or professional engineer and that he has examined the building containing the units comprising THE SUMMIT AT WINDMERE, A CONDOMINIUM, located in College Township, Centre County, PA, developed by the Summit at Windmere, a Pennsylvania general partnership, and that in accordance with Section 3201(c) of the Uniform Condominium Act states that all structural components and mechanical systems are substantially completed in accordance with the plans.


Robert West, Architect [SEAL]

Sworn to and subscribed before
me this 4th day of February, 1991.


Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF PENNSYLVANIA
My Commission Expires: 02/28/93
02/28/93

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF CENTRE)

On this, the 18th day of February, 1991, before me a notary public, the undersigned officer, personally appeared Sidney Friedman as Attorney-in-Fact for: Frank P. Smeal, Mary Jean Smeal, Eugene J. Reilly, Elizabeth L. Reilly, Sidney Friedman, Helen S. Friedman, Lawrence G. Foster, Ellen M. Foster, Harold C. O'Connor, Nancy M. O'Connor, James R. Palmer, Barbara R. Palmer, James R. Palmer, Barbara R. Palmer, Galen E. Dreibelbis, [constituting all of the Partners], known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

My Commission Expires:

Janet P. Fleming [SEAL]
Notary Public

