

Tanglewood Manor

A Sunrise Homes, Inc. Development

*Home Owner's
Documents*

Includes:

1. Declaration of Condominiums
2. By-laws, Rules & Regulations
3. Public Offering Statement

Sunrise Homes, Inc.

Box 354, 3180 West College Avenue, State College, PA 16801

Phone: (814) 231- 8500 Fax: (814) 238- 0093

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DECLARATION OF CONDOMINIUM
TANGLEWOOD MANOR, A CONDOMINIUM

TOWNSHIP OF FERGUSON

COUNTY OF CENTRE

COMMONWEALTH OF PENNSYLVANIA

THIS DECLARATION is made this 12th day of March, 1999, by
SUNRISE HOMES, INC., a Pennsylvania Corporation, of 467 East Beaver Avenue, State
College, Centre County, Pennsylvania, as the owner in fee simple of real estate herein described and
as General Partner of Tanglewood Manor Condominium Limited Partnership, a Pennsylvania
Limited Partnership.

WITNESSETH:

SUBMISSION

1.1. Name; County; Description: SUNRISE HOMES, INC., a Pennsylvania Corporation,
(The "Declarant"), owner in fee simple of the Real Estate described in Exhibit "A" attached hereto,
located in Ferguson Township, Centre County, Pennsylvania, hereby submits the Real Estate,
together with the buildings and improvements erected thereon and to be erected, and the
easements, rights and appurtenances thereunto belonging (collectively, the "Property") to the
provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. Section 3101 et. seq. (the
"Act"), and hereby creates with respect to the Property a residential condominium, to be known as
TANGLEWOOD MANNER, a Condominium (the "Condominium").

1.2. Easements and Licenses: The Property is so submitted:

SUBJECT to the easements of Valley Vista Drive, Circleville Road, and Bachman Lane, public rights-of way, in Ferguson Township, Centre County, Pennsylvania, and SUBJECT to rights granted for power easements, sewer and water easements, telephone easements, or other easements or licenses necessary for the development of the site, as recorded or which will be recorded in the office of the Recorder of Deeds, either prior to or subsequent to the filing of this declaration, and as may be presently shown on recorded plats or which will be shown on subsequently recorded plats.

ARTICLE 1

DEFINITIONS

The terms defined are used in the Act:

Capitalized terms used herein and in the Plats and Plans shall have the meanings specified or used for such terms in Section 3103 or elsewhere in the Act, unless otherwise defined herein.

Section 1. "Buildings" means a unit structure, as well as improvements comprising a part thereof, as are the subject hereof, and which are to be constructed on the property.

Section 2. "By-Laws" means those so designated under the Act, and as pertain to the subject property of this Declaration, and includes such amendments thereof as may be adopted from time to time, all of the same being deemed to be a part hereof as if attached hereto.

Section 3. "Common Elements" or "Common Areas" means and includes all portions of the condominium other than the units including, but limited to: (a) the land on which the building is located and those portions of the building as are not included in any Unit; (b) the yards; (c) insulation and systems as comprise all central services and utilities; (d) all apparatus and installations existing for common use; (e) all other elements of each building necessary or convenient to its existence, management, operation, maintenance and safety, and normally in common use; and (f) such areas and facilities as are so designated on the Declaration Plan; but does not include such, or such parts, or features of the foregoing as are of entirely private use within the Unit or those areas which will be designated as Limited Common Elements as hereinafter defined.

Section 4. "Limited Common Elements" or "Limited Common Areas" means all those areas designated in this Declaration or the Declaration Plan or by resolution of the Executive Board as reserved for the use of the Unit or Units to the exclusion of other Units. Such right of use may

be reserved as an interest appurtenant to a particular Unit or Units, but in all other respects shall be and remain Common Elements or Common Areas. This may include a "flower box or flower pot" for each unit. Unit Owners shall be permitted to plant a garden at the rear of a Unit four (4') feet in depth and no more than the length of the patio. The Unit Owner shall bear the expense of maintaining any planting(s) or garden. The planting(s) or garden are subject to regulation by the Unit Owners Association. The decision of the Unit Owners Association is final and unappealable.

Section 5. "Concrete Porches, Patios, and Storage Areas" located on, in or adjacent to each Unit in the building shall be designated as "Limited Common Elements."

Section 6. "Common Expenses" means and includes: expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves and (a) expenses of administration, maintenance, repair and replacement of the Common Elements; (b) expenses agreed upon as common by all the Unit Owners; (c) expenses declared common by the provisions of the Act, or by this Declaration, or of the By-Laws, Rules and Regulations of the Association; and (d) expenses duly declared common by the Executive Board of Directors pursuant to the provisions of this Declaration or of the By-Laws, Rules, and Regulations of the Association; and as provided under any amendments made to the said Act or these instruments.

Section 7. "Executive Board" as provided by said Act, means a group of natural individuals of the number stated in the By-Laws, Rules, and regulations of the Association who may or may not be Unit Owners, and who shall manage the business, operations and affairs of the Property on behalf of the Unit Owners and in compliance with the Act.

Section 8. "Declaration" means this instrument by which the Property is submitted to the provisions of the Act, and any amendments thereto.

Section 9. "Declaration Plan" means a professionally prepared plan of the property under Section 3210 of the Act. Said plan is recorded or to be recorded, and a copy thereof is available for inspection at the Office of Declarant.

Section 10. A "Condominium" or "Association" means all of the Unit Owners in the buildings, bound individually and as a group pursuant to this Declaration and to the By-Laws, Rules, and Regulations of the Association.

Section 11. "Majority" or Majority of the Unit Owners" means the owners of more than fifty (50%) percent in the aggregate or ownership in the Common Elements, tabulated according to votes so based and assigned in Exhibit "B" under Article III of this Declaration.

Section 12. "Person" means a natural individual, corporation, partnership, association, trustee or other legal entity.

Section 13. "Property" means and includes the land, the building, all improvements thereon and therein, and all easements, rights and appurtenances belonging thereto, which are represented in the Declaration Plan and are declared by this instrument to be submitted to the provisions of the Act.

Section 14. "Recorded" means that an instrument has been duly entered of record in the Office of the Recorder of Deeds of Centre County, Pennsylvania.

Section 15. "Recorder" means the Recorder of Deeds of Centre County, Pennsylvania.

Section 16. "Revocation" means an instrument signed by all of the Unit Owners and by all holders of liens against the Units by which the property is removed from the provisions of the Act.

Section 17. "Unit" means a component or part of a building designed and intended for residential use, and designated as a Residential Unit by the Declaration Plan, and the same shall include its assigned proportionate undivided interest in the Common Elements, which is subject to change, and shall include also all of the rights, privileges, immunities, and obligation attaching thereto as is provided and referred to herein. Each unit shall have one (1) vote in Tanglewood Manor Condominium Unit Owners' Association.

Section 18. "Unit Designation" means the number thereof used for designating each Unit in the Declaration Plan.

Section 19. "Unit Owners" means the person or persons or legal entity owning a Residential Unit by deed as provided in said Act.

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

Section 20. any "Additional Real Estate" means the property described as such in Exhibit "A" attached hereto, as it is developed in phases without the addition of any other parcels of real estate, but only as developed in phases.

Section 21. "Limited Expenses" means the common expenses described as such in Section 3314 of the Act.

Section 22. "General Common Expenses" means common expenses excluding limited expenses.

Section 23. "Percentage Interest" means each unit owner's undivided ownership interest in the common elements; share of all votes of unit owners and share of common expense liability appurtenant to each unit as set forth in Exhibit "B". The maximum number of units constructed shall not be greater than thirty-eight (38) when all units in the Residential Condominium are completed.

Section 24. "Permitted Mortgage" means a first mortgage to: (1) the Declarant; (2) the Seller of a unit; (3) a bank, trust company, savings bank, savings and loan association, mortgage service company, insurance company, credit union, pension fund, or like institutional investor or lender; and (4) any other mortgagee approved by the Executive Board. A holder of a permitted mortgage is referred to herein as a "Permitted Mortgagee."

Section 25. "Reserved Common Element" means portions of the Common Elements which the Declarant may designate as such from time to time pursuant hereto for its use.

ARTICLE 2

NAME AND DESCRIPTION

Section 1. Identification of the Units. The name by which the Property will be known as is TANGLEWOOD MANOR, a Condominium (TANGLEWOOD MANOR). The name under which the business operation and affairs of the Property and Unit Owners shall be managed on behalf of the Unit Owners after the Declarant has surrendered control to the Unit Owners shall be the TANGLEWOOD MANOR CONDOMINIUM UNIT OWNERS ASSOCIATION, a non-profit corporation.

Section 2. Description of Property. The property herewith submitted to the condominium form of ownership under "The Act" is described on The Declaration Plan, and is also legally described as is set forth on Exhibit "A", attached hereto as a part hereof. The boundaries of each unit are as shown on the Plans recorded concurrently herewith, including the unit identification numbers and the common areas and the limited common areas of this condominium are as designated on the said Plats and Plans recorded concurrently herewith, made a part hereof and marked Exhibit "C".

ARTICLE III

BUILDINGS, UNITS, BOUNDARIES, PLATS AND PLANS

Section 1. Identification of Units. The locations and dimensions of the buildings and other structures and improvements which are built and which may be built and which in some cases must be built comprising the property are shown on the plots as recorded in the Office of the Recorder of Deeds of Centre County which indicate the location of units, the common elements and the limited common elements of the condominium. For any and all purposes each unit may be identified and shall be identified fully and accurately described solely by reference to the number and/or letter designated on the Declaration Plan. The location and the dimension of the building or buildings and the other structures and improvements comprising the property are shown on the plots and the plats as recorded and which may be recorded from time to time, and the location of the units, common elements and limited common elements of the condominium are shown on the said plans which are recorded concurrently herewith and made a part hereof.

Section 2. Description of Units. Each Unit is intended for independent residential use and each of the residential units consists of the following portions of a building:

1. Enclosed space: The interior volumes of cubicles of space enclosed by the interior surfaces of perimeter and interior walls, ceilings and floors thereof, including vents, doors, windows and other such structural elements that ordinarily are regarded as enclosures of space;
2. Interior walls: All interior dividing walls and partitions (including the space occupied by such walls or partitions accepting load-bearing, interior walls and partitions);
3. Fixtures and furnishings: The decorated inner surface of the perimeter and interior walls (including decorated inner surfaces of all interior load-bearing walls), floors and ceilings, paint, plaster, carpeting, fireplaces and flues, if any, tiles and other finishing materials affixed or installed as part of the physical structure of a unit, including interior walls and partitions, and all immediately visible fixtures, complete heating system, mechanical systems and equipment installed for the sole and exclusive use of each Residential Unit, commencing at the point where the same extends from walls or floors into the interior space from the structural body of the building, or from the utility lines, pipes, or systems serving the unit. No pipes, wires, conduits or other public utility lines or

installations constituting a part of the overall systems designed for the service of any particular unit or any of the structural members or portions of any kind, including fixtures and appliances within the unit which is not removable without jeopardizing the soundness, safety or usefulness of the remainder of the building shall be deemed to be a part of any unit;

4. Exterior items; all that undivided proportionate interest in the common elements assigned to each unit; and

5. Upper and Lower (Horizontal) Boundaries: The upper and lower boundaries of the units shall be the following boundaries extended to intersections with the vertical boundaries: (i) Upper Boundary: There shall be no upper or horizontal boundary. (ii) The horizontal plane of the top surface of the unfinished, concrete floor slab. (iii) Vertical Boundaries: The vertical boundaries of the units shall be the vertical planes, extended to intersections with each other and the upper and lower boundaries, of the unit side of the exterior unit side surface of the exterior walls which do not separate the unit from any other unit and of the center line unit side surface of the party walls which separate the unit from other units.

The following portions of the building are not included in the above:

1. All pipes, ducts, wires, cables, passageways or conduits as may be of service to more than one unit or to common elements.
2. All items of service, use or benefit to more than one unit.
3. All areas that may be designated as common areas or limited common areas, including, but not limited to walkways, recreation rooms, restrooms, swimming pool and adjacent area, parking spaces, etc.

Section 3. Maintenance Responsibilities and Expense Allocation. Notwithstanding the ownership of the various portions of the common elements and of the units by virtue of the boundary descriptions, the units and common elements shall be maintained and repaired by each unit owner and by the TANGLEWOOD MANOR CONDOMINIUM UNIT OWNERS ASSOCIATION, a non-profit corporation, in accordance with the provisions of Section 3307 of the Act, except as expressly set forth to the contrary herein. All common expenses associated with the maintenance, repair and replacement of a limited common element shall be assessed as a limited expense allocated to the units, to which such limited common element was assigned at the time the

expense was incurred and in the same proportion as the respective percentage interest of all such units. Ordinary maintenance repair of any limited common elements shall be the responsibility of the owner of the unit to which such limited common element is appurtenant. Structural repairs and/or replacements of such limited common elements shall be the responsibility of the Association, the cost to be charged as a general common expense.

Section 4. Relocation of Unit Boundaries and Subdivision. Relocation of boundaries between units and subdivision of units will be permitted subject to compliance with the provisions therefore in Sections 3214 and 3215 of the Act.

Section 5. Description of Common Elements. The Common Elements are as defined above and consist of all parts and portions of the Property not included in the Units, and not including such portions of the Property or rights therein as are otherwise owned and reserved. The Common Elements specifically include all items of service, use, or benefit to more than one unit and as so designated, installed, and provided by the Declarant, or by the Executive Board.

Section 6. Interest in Common Elements. Each Unit Owner shall own an undivided interest in the Common Elements in accordance with the number of units completed at the time the Unit Owners take possession. The maximum number of units in this condominium, as developed in phases, when all are constructed, shall be thirty-eight (38) units. Each unit and its designated, undivided interest in the common elements, in accordance with a proposed number of units, is attached hereto, made a part hereof and marked Exhibit "B." Said interest is shown with its identifying number and location and percentage interest on the plats and plans. Such percentage ownership runs with title to each Unit and may not be separated therefrom. However, the proportionate undivided interest in the Common Elements may be altered by the recording of an amendment to this Declaration, by the Declarant, in accordance with the Act and this Declaration.

In any event, the total of all such undivided interests shall be 100 percent in the aggregate. Each unit shall have one (1) vote in the TANGLEWOOD MANOR CONDOMINIUM UNIT OWNERS ASSOCIATION.

Section 7. Special Uses. Certain parts or portions of the Common Elements may be specifically assigned in writing for use by the particular Unit Owner, i.e., the Declarant expressly reserves for each Unit Owner the right to use the limited common area located in the areas which are designated as patios to each unit. Additionally, each Unit Owner shall have the right to use two (2) parking spaces in front of the garage. All such areas are limited common areas for the benefit of the unit so served, including any storage areas which may be so designated by the Declarant for the benefit of each unit.

Section 8. Easements.

a. Each Unit Owner shall have an easement in common with all other unit owners to use all pipes, wires, ducts, cables, conduits, utility lines and other Common Elements serving each unit in each particular building and to any extent located in any other unit, and such easement shall include also having the facility in place, and the servicing, maintaining and replacing of the same, and each unit shall be subject to like easement in favor of all other affected Unit Owners insofar as necessary or practicable.

b. Each Unit Owner shall have an easement to the extent necessary for structural support over and under and laterally with any other unit in the same building and over each to the extent necessary, shall be subject to such easement for any necessary structural support.

c. The Property and all parts thereof shall be subject to rights-of-way, easements, covenants, restrictions or conditions as may be set forth in prior instruments of record, and to the rights-of-way, easements, covenants, restrictions or conditions as shown on the plats and plans

recorded herewith, and to a right-of-way or rights-of-way for utilities now or hereafter established or granted by the Declarant or by the Executive Board. The property is subject to perpetual right-of-way over prescribed common roadways for ingress and egress to Common Elements and to Units as are necessary and convenient, but which, unless or until dedicated and accepted as public roads, shall be subject to the regulations and control of the Declarant and or the Executive Board for the good of the Unit Owners.

Section 9. Utilities. It is understood and agreed that all unit properties are under and subject to and the Owners assume and assure by acceptance hereof to abide by any and all agreements between the Developer and any utility and/or utility authorities and grant such bodies easements in the common areas and into the limited common areas over, into, and upon each and every unit for purposes of access to any utility instrument for the purpose of repair, replacement, reading, removal, maintenance or shutoff of such utilities in, on and to the units.

Each Unit Owner shall be responsible for the payment of total charges incurred for his or her unit. The Developer shall cause utility services to be emplaced and the same will be delivered to the Condominium Association. The Condominium Association shall be responsible for the maintenance and repair and/or replacement of said utility lines when and if necessary.

Section 10. Surface Parking Areas. There are surface automobile parking spaces designated as limited common areas, and those which are available to the public and/or visitors. Such parking spaces on the public or private areas shall be deemed limited common elements and common elements on the plats and plans, and shall be used by the Unit Owners so designated for the limited common elements and for the use of all owners or their guests on the public areas on a "first come - first serve" basis, except as the Executive Board may otherwise determine.

Section II. Additional Easements. In addition to and in supplementation of the easements provided herein and the other provisions of the Act, the following easements are additionally created:

a. The Declarant shall have the right to maintain models, management offices and sales offices on the property if it so elects and to relocate such model offices, management offices and sales offices from time to time anywhere within the property or its additional property if added. The models, management offices and sales office constituting a portion of the common elements shall be subject to the following requirements:

i) The model or models maintained by the Declarant shall be in units owned by the Declarant and not within the Common Elements.

(ii) In addition to the model(s) maintained by the Declarant, the Declarant shall have the right to maintain within the Common Elements and/or any units owned by the Declarant not more than two offices for sales and/or management purposes. Each such sales or management office may not exceed the size of the largest unit in the condominium.

b. The Declarant shall have the right to maintain on the property such advertising signs as the Declarant in its sole discretion deems appropriate provided that such signs comply with the applicable Government Requirements. The Declarant may from time to time relocate such advertising signs.

Section 12. Additional Easement to Correct Drainage. The Declarant reserves an easement on, over and under the portions of the Common Elements not located within any unit for the purpose of maintaining and correcting any possible drainage of surface water in order to maintain reasonable standards of health, safety and appearance. This easement expressly includes the right to cut any trees, bushes or shrubbery, to grade the soil or to take any other action reasonably necessary to achieve this purpose, following which the Declarant shall restore the affected property as closely to its original condition as practicable. This shall include the right to perform all of the same.

Section 13. Additional Easement of Declarant for Development of Real Estate in Phases. The Declarant reserves an easement on, over and under those portions of the Common Elements not located in a building which contains units, for all purposes relating to the construction, development, leasing and sale of improvements on real estate in the project as done in phases. This easement shall include, without limitation, the right of vehicular and pedestrian ingress and egress, the right to park motor vehicles and to engage in construction and marketing activities of any nature whatsoever, including the movement and storage of building materials and equipment, the conduct of sales, leasing and management activities, the maintenance of models and offices and the erection and maintenance of directional promotional signs. The easement hereby created in favor of the Declarant in this section shall terminate upon the conversion of all of the real estate to the condominium project. Declarant, at the time of completion of the construction of the condominium project, shall have the easement and right to conduct marketing activities with respect to the condominium.

Section 14. Easement for Use of Recreational Area. When the recreational area is constructed in the project, each Unit Owner and each person lawfully residing in the complex on

the real estate described in the exhibits attached hereto is hereby granted a nonexclusive right and easement of access and enjoyment in common with others of the amenities and the commercial and recreational facilities constituting the recreational areas when constructed by the Declarant. The extent of the easement and the easements of access and enjoyment shall be subject to the following: (a) the right of the Association to charge reasonable admission fees; (b) the right of the Association to adopt rules and regulations governing the use of the recreational areas.

Section 15. Recreational Use Assessments. As a condition of the enjoyment of the easement created by this prior section, the record owners in fee simple of each unit of the real estate described in the exhibits attached hereto shall pay to the Association each month an assessment levied exclusively for a proportionate share of the costs for the management, operation, repair, replacement and maintenance of the recreational areas and for services and facilities related thereto. The assessment payable by each such record owner shall equal the amount determined by multiplying the actual operational expenses less any income for the recreational areas and prorated by the number of units occupied and/or units with occupancy permits. The Developer shall not be required to construct the clubhouse until seventy-five (75%) percent of the units are occupied. The use of the clubhouse shall be subject to the rules and regulations adopted by the Tanglewood Manor Condominium Unit Owners Association or directed by its executive board in absence of a meeting.

ARTICLE IV

USE, PURPOSES AND RESTRICTIONS

The property or the properties, as set out on the attached exhibits, including the buildings constructed, or which may be built, the Units, the Common Elements and the Limited

Common Elements are intended to be used for the following purposes, and their use is hereby restricted as follows:

Section 1. Residential Unit Restrictions. No Unit may be divided or subdivided into a smaller unit. Any residential unit may be added to or incorporated into another residential unit; however, the same must be approved in writing by the Condominium Association and approved by the Declarant and his decision is final and binding. After the Declarant has turned over the majority ownership to the Association, the Executive Board of the Association shall make the decision whether to approve or not to approve changes and the decision of the said Board shall be final and binding.

Section 2. Residential Use. Each Unit is hereby restricted to a residential use by the Unit Owner, his tenants, successors, or assigns thereof. The use shall be compatible with the uses permitted under the appropriate zoning of Ferguson Township. The Declarant, however, shall have the right to use any of the units by it as heretofore set out for rental units, models and/or for sales and administrative offices.

Section 3. Use with Care. No Residential Unit Owner shall do or permit any act which is illegal or in violation of any law, statute, ordinance, rule or regulation of any local, state or federal government or agency having jurisdiction. No Unit Owner shall do or permit any act which would jeopardize the soundness or safety of the Property, or of any part of it, or impair any easement or appurtenance or any rights of others, without the unanimous consent of the Unit Owners affected thereby.

Section 4. Leasing. A Unit may be rented for residential purposes by the Owner thereof under a lease to not more than three (3) unrelated persons for a term of at least one (1) year, providing that the lease is made subject to all provisions as affect the Unit Owner himself to the end

that the tenant shall be bound to the lease as is the Owner with reference to possession, use and occupancy, and in all ways pertaining thereto. The tenant or tenants must be at least twenty-five (25) years of age. All leases shall be approved by the Declarant and/or the Unit Owners' Association. The Unit Owner shall be responsible for any damages to the limited common areas or the common area caused by his tenant(s).

Section 5. Use of Common Elements. The Common Elements or Common Areas may be used by all Residential Unit Owners and/or their tenants, their assigns, successors in interest, family members, guests, and invitees, subject to the By-Laws, Rules, and Regulations and such rules and regulations as may be established by the Executive Board. Each Unit Owner may use the Common Elements in accordance with the purposes for which the Common Elements are intended without hindering or encroaching upon the lawful rights of other Unit Owners, and subject to the provisions hereof, the By-Laws, Rules, and Regulations and the Rules of the Executive Board.

Section 6. Access to Public Roads. Under no circumstances shall any Unit Owner's right of ingress or egress or right of access, to and from any public area, public roads, or over Common Elements, Common Areas and lands be impaired where the same has been designated for such use on the plats and plans.

Section 7. Maintenance and Repair of Common Elements. The maintenance and repair of Common Elements and the making of additions or improvements thereto shall be carried out only as provided under the By-Laws, Rules, and Regulations and this Declaration, established and adopted pursuant to the provisions of Section 3307 of the Act and of this Declaration which shall be recorded and as the same may be duly amended from time to time.

Section 8. Use Restrictions.

a. Residential Use. Except as herein provided with respect to the uses permitted by the Developer, no Residential Unit shall be used for any other purpose than as a residence for any legal entity or its assigns or successors in interest, a unit family owner, a unit family owner's member, including a member or persons to whom the unit owner shall have leased his unit subject to all the provisions with respect to the use and occupancy and presence on the property applicable to the Unit Owner himself. No owner or his successor in interest or assigns may permit or suffer anything to be done or kept upon the Property which will increase the rate of insurance on the Property or in the contents thereof, or which will obstruct or interfere with the rights of others or annoy them by unreasonable notices or otherwise and no one may commit or permit any nuisance or commit or suffer any immoral or illegal act to be committed anywhere in or upon the Property.

b. Aesthetics. Each Unit owner shall maintain his Unit in good condition, order, and repair, at his expense. No Unit Owner shall display, hang, store or use anything whatsoever on his entryway or outside his Unit other than as may be permitted in accordance with the By-Laws, Rules, and Regulations established by the Executive Board. No member may paint, decorate, or otherwise alter or modify in any way the outside of his Unit, or install outside of his Unit any canopy, awning, covering, radio or television antenna, including any satellite receiver, dish or structure, or addition of any kind whatsoever without the prior written consent of the Executive Board. The hanging of laundry outside the unit is not permitted.

c. Sanitation. Trash, garbage, and other waste shall be kept only in sanitary containers and shall be disposed of in such manner as may be prescribed from time to time in the By-Laws, Rules, and Regulations established by the Executive Board. No articles or personal property

belonging to any Unit Owner shall be stored in any portion of the Common Elements without the prior written consent of the Executive Board.

d. Electricity. No one may overload the electrical wiring in the building 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 thereto. This includes the limitation of use of high speed machinery which disturbs television reception or shortwave or microwave reception or anything akin thereto.

e. Uses and Structures. No Residential Unit or any part thereof shall be used for any purpose except as set forth herein. No motor vehicles other than those utilized by the unit owner, their tenants, successors or assigns, shall be stored or parked in the parking area or parked on the Property. No Unit Owner shall have any additional motor vehicles on the premises for purposes of maintenance or service or hobby such as tearing down or putting together motor vehicles. There shall be no storing of any old or junked or hobby type vehicles on the premises, including trailers, pop-up campers, boats, motor homes, etc. No business or trade of any kind which shall constitute a nuisance, emit any noxious odor, cause offensive or loud activities shall be carried on in any Unit nor shall anything be done thereon which may be or become an annoyance or nuisance to the occupants of other Units. No boat, trailer, tent, shack or other such structure shall be located, or erected or used on any part of the Property, temporarily or permanently other than what has been constructed for the use of the Unit Owners by the Developer, except for an occasional recreational use, i.e, the erection of a tent at the pool for a pool party and for service of a buffet.

f. Signs. No sign of any kind shall be displayed to the public view on any of the Units except those approved by the Declarant or by the Executive Board.

g. Animals. No animals, of any kind, shall be raised, bred or kept in any Residential Unit on the Property, except those approved by the Executive Board. This section does not preclude a Unit Owner from keeping one large dog or not more than two smaller animals both only one of which can be over 40 pounds, two dogs, two cats, or the like, but in no event including any wild animals, such as snakes, alligators, lizards or like reptiles, lions, tigers, attack trained dogs, elephants or piranha fish. Such wild or vicious animals are absolutely not permitted. All animals must be leashed when outside the Unit. The Unit Owner must "clean up" after the animal(s).

h. Nuisances. No noxious, offensive or loud activity shall be carried on in any Unit, nor shall anything be done thereon or therein which may be or may become an annoyance or nuisance to the other Unit Owners in the quiet enjoyment of their unit. The decision as to whether such activity is noxious, offensive or overly loud or which disturbs television or radio reception shall be decided exclusively by the governing body in such manner as it may elect to make such decision. Such decision is final and unappealable.

i. Mailboxes. Mailboxes shall be retained as the same now are, or as designated by the Executive Board after construction by the Declarant.

j. Clotheslines. There shall be no outdoor clotheslines.

k. Fences. There shall be no fence of any kind, wall, hedge or similar structure erected or maintained anywhere on the Property, except as placed by the Declarant in his sole discretion. Any additional fencing for any purpose shall be permitted only by amendment to this Declaration by the Declarant or by the Executive Board in accordance with the Rules and Regulations of the Unit Owner's Association.

l. Executive Board Power. The Executive Board may adopt such rules and regulations concerning use, occupancy or other matter, including provisions for reasonably limiting or

suspending certain rights and/or privileges as it deems appropriate; and may alter such By-Laws, Rules, and Regulations as from time to time, as it may determine. The decisions of the Executive Board are final and unappealable.

m. Executive Board Rights. Violation of any By-Law, Rule, or Regulations of the Executive Board and/or of any provision of the Declaration hereof shall give the Executive Board or any representative acting in its behalf in addition to any other rights, including, but not limited to the rights also:

(1) to enter the Residential Unit in which, or in connection with, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing, person, creature, and/or condition that may exist therein contrary to the intent and meaning hereof without being guilty of trespass or wrong otherwise.

(2) to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

(3) To levy as an assessment or charge as a Common Expense against any Unit Owner an amount equal to damages so sustained with costs of suit and reasonable attorney's fees by virtue of such Unit Owner's committing and/or permitting such violation upon finding thereof by the Executive Board.

(4) A fine of \$25.00 per day for each day a violation continues at the discretion of the Unit Owners Association.

n. Executive Board Maintenance and Repair. The Executive Board shall maintain, repair and replace all Common Elements, wherever situate, except that in the event such maintenance, repair or replacement was caused by negligence or misuse of a Unit Owner, or of any other occupant of a Unit, such expense shall be charged to such Unit Owner. Each Unit Owner

shall maintain, repair, and replace, at his own expense, all portions of his Unit as are separate and private to it and him. Each Unit Owner shall be responsible for damage to any other Unit and/or to any Common Elements caused intentionally, negligently, or by failure to properly take care of his own Unit, whether or not the fault is in him personally and/or in any other occupant or employee of his Unit.

o. No Obstruction. 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 except as herein provided. The use and covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of the building, shall be subject to the rules and regulations of the Executive Board.

p. Insurance Rates. Nothing shall be done or kept in any unit or in or on the Common Elements which will increase the rate of insurance on the property, or the contents thereof, for the residential use without the prior written consent of the Executive Board which consent may be conditioned upon the Unit Owner of such unit being required to bear the full amount of such increase. No Unit Owner shall permit anything to be done or kept in his unit or in or on the Common Elements which will violate any law, statute, ordinance or regulations of any governmental body or which will result in the cancellation of any insurance maintained by the Executive Board. No waste shall be committed in or on the Common Elements.

q. Displays. No Unit Owner shall cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the building or on the property and no sign, awning, canopy, shutter, radio or television antenna or television or radio disk shall be affixed or placed upon the exterior walls or roof or any part thereof without the prior written consent of the Executive Board. No air-conditioning unit of whatever type other than those installed by the

Developer as of the date of this Declaration or as installed by the Declarant on additional real estate may be installed without the express written approval of the Executive Board.

r. Miscellaneous Displays. No clothes, sheets, blankets, laundry or other articles of any kind shall be hung out or exposed on any part of the Common Elements.

s. Personal Property. No benches, chairs or other personal property shall be left on, nor shall any play thing, lounging, parking of baby carriages, playpens, bicycles, wagons, toys or vehicles be permitted on any part of the Common Elements without the prior consent of and subject to the regulations of the Executive Board.

t. Electrical Wiring. No Unit Owner shall overload the electrical wiring of the buildings, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Executive Board, an unreasonable disturbance to the other Unit Owners, nor shall any unit owner connect any machine, appliance, accessory or equipment to the heating system or plumbing system without the prior written consent of the executive Board. Installation, removal reconstruction or repair of any electrical lighting and power circuit or electrical outlet box or terminal device included in such outlet box, or any item of heating or air-conditioning equipment, any of which is located within the interior partition of any unit, may be undertaken by the Unit Owner of such unit only after application has been made to and written approval has been received from the Declarant or the Executive Board. Such approval shall be granted only if the work performed shall be of similar or superior quality to that present throughout the building or buildings, and shall be performed by qualified personnel. The cost of such installation, removal, reconstruction or repair whether undertaken by the Unit Owner or by the Executive Board shall be borne by the Unit Owner of the unit benefited thereby.

u. Additional Rules and Regulations. Reasonable rules and regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the property, or the property which may be added to the project, 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 by the Executive Board promptly after the adoption of such Rules and Regulations or any amendments thereto.

ARTICLE V

COMMON EXPENSES

Section 1. Condominium Expenses. The Declarant, for each Unit owned, hereby covenants with, and each other Unit Owner(s) by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is conclusively deemed to covenant and agree to pay to the Executive Board or its designee, as representative of the TANGLEWOOD MANOR CONDOMINIUM UNIT OWNERS ASSOCIATION, such assessments and/or charges shall as may be levied by the Executive Board of the Condominium Unit Owners Association to cover the reasonable share of Common Expenses incurred in maintaining, improving and managing TANGLEWOOD MANOR, a Condominium. Such assessment and/or charges shall run with the land and shall be a continuing lien upon each Residential Unit until paid. Such assessment and/or charges may be enforced in any court of law or equity having jurisdiction thereof, and as provided for herein shall be subordinate to the lien of any first mortgage. The Declarant shall not be assessed costs for any unit under construction or constructed unless or until an occupancy permit has been

issued for such unit. Declarant shall be required to pay a monthly fee of twenty-five (25%) percent of the regular monthly condo fee for unsold units after an occupancy permit has been obtained.

Section 2. Special Expenses. Where in the judgment of the Executive Board, it is determined that an expense is peculiar to and of special benefit only to certain Residential Units, one or more, and is not foreseeably to be repeated generally throughout the property, it shall make a special assessment on such account against only such Units as are so affected, and the same shall be subject to the foregoing provisions of the appropriate sections herein, like any other assessment. The provisions hereof shall be applicable under Article VII below.

ARTICLE VI

ENCROACHMENTS

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

ARTICLE VII

EASEMENTS

Section 1. Residential Unit Owners and Executive Board.

(a) Each Unit Owner, as needed, shall have an easement in common with all other affected Unit Owners to have, use and repair, or to have repaired or replaced, as necessary, all pipes, wires, ducts, cable, conduits, chimneys, public utility lines and other elements in any way located in any Unit or forming any part of the Common Elements. In addition, each Unit shall be

subject to, and shall have, such easements of support and shelter from, under, against and over such other Units, as may be necessary for the soundness and quiet enjoyment of each Unit, and as may be necessary for the soundness and needs of structural Common Elements. (b) The Executive Board shall have the right of reasonable access to each Unit to inspect the same, and to provide for removal of violations therefrom and generally to the extent set forth under the By-Laws, Rules, and Regulations, and to provide for service maintenance, repair or replacement of Common Elements as necessary; and to service, maintain, repair, and replace such other equipment or elements as may be the responsibility of the Executive Board. (c) All repair work contemplated by the Article shall be performed solely through the Executive Board; provided, however, that nothing contained herein shall be construed to prevent the levying of a special assessment and/or charge on one or more Unit Owners for work performed in relations to the easements provided and referred to herein. (d) All such easements shall run with the land and inure to the benefit of and be binding upon the Executive Board, each Unit Owner and each mortgagee, lessee, occupant, or other person having any interest in any Residential Unit or in the Common Elements. (e) Assessments, such as special assessments under Article V, Section 2, above, shall be made by the Executive Board after it determines that one or more Unit Owners are responsible for the problem or problems which necessitated the work performed.

ARTICLE VIII

EXECUTIVE BOARD AND VOTING

Section 1. TANGLEWOOD MANOR CONDOMINIUM UNIT OWNERS

ASSOCIATION. A Residential Unit Owners Association, a non-profit corporation, shall be organized contemporaneously herewith. Membership in the Association shall consist exclusively of

all the Residential Unit Owner(s), including the Unit Owners of any additional or convertible real estate which may be included in the condominium.

Section 2. Powers of the Residential Unit Owners Association. The Association hereinabove described shall have all powers as set forth in Section 3302 of the Act.

Section 3. Executive Board Members and Officers. The Association shall elect an Executive Board who may act in all instances on behalf of the Association. The names of the first members of Executive Board are Barry Begoumian, President, and Secretary, and Ara Kervandjian, Vice President and Treasurer. The aforesaid first members shall serve until their successors have been elected by the Association pursuant to By-Laws, Rules, and Regulations and after deeds have been recorded placing title to at least seventy-five (75%) percent of the Units in the names of owners other than the Declarant.

Not more than sixty (60) days after the conveyance of twenty-five (25%) percent of the Residential Units to Residential Unit Owners, other than the Declarant, not less than twenty-five (25%) percent of the members of the Executive Board shall be elected by any Unit Owners other than the Declarant.

Not later than sixty (60) days after the conveyance of fifty (50%) percent of the Residential Units to Residential Unit Owners, other than the Declarant, not less than thirty-three and one third (33 1/3%) percent of the members of the Executive Board shall be elected by Residential Unit Owners other than the Declarant.

Notwithstanding anything hereinbefore set out, nothing herein shall in any way prevent, delay, hinder or impinge upon the rights of the Declarant to construct additional Residential Units on the real estate as set out in the Exhibits attached hereto and/or as shown on the

recorded plat plans or to file amendments to this Declaration until such time as the development has been turned over to the unit owners association.

Section 4. Voting. Each Unit Owner is automatically a member of the Association and each unit is entitled to one vote. Upon termination of his ownership of a Residential Unit, his membership thereupon automatically terminates and thereupon transfers and inures to the new Residential Unit Owners. Each Residential Unit Owner shall be entitled to the same number of votes (one (1) vote per unit) as are assigned to his Unit hereunder and under any amendments hereto. All meetings of the Unit Owners shall take place in accordance the Association By-Laws, Rules, and Regulations.

By acceptance hereof, all members of the Association acknowledge and recognize that the number of votes may be expanded by the construction of additional residential units and/or the construction of additional units on any of the real estate as described on the Exhibits attached hereto and designated as additional real estate.

ARTICLE IX

SEPARATION MORTGAGES, TAXES, UTILITY CHARGES

Section 1. Mortgages. Each Residential Unit Owner shall have the right to mortgage or encumber only his own designated Unit together with only his proportionate undivided share in the Common Elements, and he shall have no right, power, or authority to in any way encumber or affect the title to any other part of or interest in the property.

Section 2. Taxes. It is understood that real estate taxes are to be separately taxed to each Residential Unit Owner for his Unit and his undivided percentage of ownership in the Common Elements.

Section 3. Utilities. Each Residential Unit Owner shall pay for his own telephone, gas, electricity, water, sewer and/or other utilities which are separately metered or billed to each user by the appropriate utility company. Utilities not separately metered or billed may be treated as part of the Common Expenses or in the event the said utility services are supplied to some Units but less than all Units, then the Board may reasonably prorate these charges over the Units using such services, and require such Unit Owner to pay his prorata share of such charges, which shall become a charge of lien against the Unit, enforceable under Article V, Section 2, above. The decision of the Executive Board to prorate, and its determination of prorate shares and charges shall be final and binding on all.

ARTICLE X

INSURANCE.

Section 1. Identification of the Units. The name by which the Property will be known is Tanglewood Manor, a Condominium. The name under which the business operation and affairs of the Property and the Unit Owners shall be managed on behalf of the Unit Owners after the Declarant has surrendered control to the Unit Owners shall be the Tanglewood Manor Condominium Unit Owners Association, a non-profit corporation.

Section 2. Description of Property. The property herewith submitted to the condominium form of ownership under "the Act" is described on the Declaration Plan, and is also legally described as is set forth on Exhibit "A", attached hereto as a part hereof. The boundaries of each Unit are as shown on the Plans recorded concurrently herewith, including the unit identification numbers and the common areas and the limited common areas of this condominium

are as designated on the Plats and Plans recorded concurrently herewith, made a part hereof and Marked Exhibit "C".

Description of Units. Each Unit is intended for independent residential use and each of the residential units consists of the following portions of a building:

1. Enclosed Space: The volumes of cubicles of space enclosed by the unfinished interior surfaces of perimeter and interior walls, doors, windows and other such structural elements that ordinarily are regarded as enclosures of space;
2. Interior Walls: All interior dividing walls and partitions (including the space occupied by such walls or partitions accepting load-bearing, interior walls and partitions);
3. Fixtures and Furnishings: The decorated outer surface of the perimeter, floors and ceilings, plaster, wall to wall carpeting, fireplaces and flues, if any, tiles and other finishing materials affixed or installed as part of the physical structure of a unit, and all immediately visible fixtures, complete heating and mechanical systems and equipment installed for the sole and exclusive use for each Residential Unit, commencing at the point where the same extends from walls or floors into the interior space from the structural body of the building, or from the utility lines, pipes, or systems serving the unit. No pipes, wires, conduits or other public utility lines or installations constituting a part of the overall systems designed for the service of any particular unit or any of the structural members or portions of any kind, including fixtures and appliances within the unit which is not removable without jeopardizing the soundness, safety or usefulness of the remainder of the building shall be deemed to be a part of any unit.

Section 3. The Act requires that the Executive Board and the Association obtain and maintain insurance coverage for the Condominium as follows:

1. The Property will be insured for an amount equal to its full insurable replacement cost, with an agreed amount clause or no coinsurance and hazard insurance against all risks of physical loss commonly insured against. Such insurance shall cover both the Units and Common Elements, but not improvements and betterments installed by Unit Owners. SUCH IMPROVEMENTS AND BETTERMENTS ARE NOT COVERED BY THIS INSURANCE AND EACH UNIT OWNER SHOULD MAINTAIN SEPARATE INSURANCE FOR SUCH PROPERTY.

The building coverage includes all items attached to the building including cabinets, wall to wall carpeting, moldings, etc., down to but excluding the paint. All proceeds of this policy will be payable to the Association. The Executive Board shall obtain an appraisal from a qualified appraiser for the purpose of determining the replacement cost of the building.

2. Comprehensive liability insurance insuring Unit Owners (in their capacity as Unit Owners), members of the Executive Board and any management agent against any liability to the public or to the Unit Owners, their tenants or invitees. The initial limits of liability shall be \$1,000,000.00 for Bodily Injury, death or property damages in any single occurrence. EACH UNIT OWNER SHOULD MAINTAIN HIS OWN LIABILITY INSURANCE FOR HIS OWN UNIT. Certificates of insurance will be submitted by each condominium unit owner, to the condominium association or to the property manager.

The Association may carry such other policies of insurance it deems appropriate to protect the Association or Unit Owners.

In the event that the building is damaged or destroyed, such damage or destruction shall be repaired by the Association, using the available proceeds of insurance, unless eighty (80%)

percent of the Unit Owners, including every owner of a Unit, vote not to rebuild, as provided in Section 3312(g) of the Act.

ARTICLE XI

MAINTENANCE AND ALTERATIONS

Section 1. Each Residential Unit Owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs and replacements within his own units. No alternations of any of the Common Elements, or any additions or improvements thereto, shall be made by any Unit Owner without the prior written approval of the Executive Board.

ARTICLE XII

Unit Subject to Declaration

Section 1. By-Laws, Rules, and Regulations. All present and future Residential Unit Owners, tenants, mortgagees, and occupants of Units shall be subject to and shall comply with the provisions of this Declaration, with those of the By-Laws, Rules, and Regulations, and with the duly promulgated rules and regulations adopted by the Executive Board and with all amendments of the same. Acceptance of a deed of conveyance or the acceptance of inheritance or the entering into a lease, or the entering into occupancy of a unit, shall constitute an agreement to be so bound, and that the aforementioned instruments are accepted and ratified by each such Unit Owner, tenant, occupant, or mortgagee; and that all such provisions of the aforementioned instruments shall be deemed and taken to be covenants running with the land and shall bind every person at any time having any interest or estate in such unit as though all such provisions were set forth in full, in each and every deed, or inheritance, or lease, or any other relevant documents.

ARTICLE XIII

Liability and Indemnification

Section 1. Liability of Members of the Executive Board and Officers. The members of the Executive Board and the officers and any assistant officers:

1. Shall not be liable to the Residential Unit Owners as a result of their activities as such for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or gross negligence;

2. Shall have no personal liability in contract to a Unit Owner or any other person or under any agreement, instrument or transaction entered into by them on behalf of the Executive Board or Unit Owners in their capacity as such;

3. Shall have no personal liability in tort to a Residential Unit Owner or any other person or entity direct or imputed, by virtue of acts performed by them, except for their own willful misconduct or gross negligence, or acts performed for them, in their capacity as such; and

4. Shall have no personal liability arising out of the use, misuse or condition of the property, or which might in any other way be assessed against or imputed to them as a result or by virtue of their capacity as such.

Section 2. Indemnification by Residential Unit Owners. The Unit Owners shall indemnify and hold harmless any person, his heirs and personal representatives, from and against any and all personal liability, and all expenses, including counsel fees, incurred or imposed, or arising out of or in settlement of any threatened, pending or completed action, suits or proceedings, whether civil, criminal, administrative or investigative, instituted by any one or more unit owners or any other persons or entities, to which he shall be threatened to be made a party by reason of the fact that he is or was a member of the Executive Board or an officer or assistant officer, other than

to the extent, if any, that such liability or expense shall be attributable to his willful misconduct or gross negligence, PROVIDED, in the case of any settlement that the Executive Board shall have approved the settlement, which approval shall not be unreasonably withheld. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled as a matter of law or agreement or vote of Unit Owners or of the Executive Board or otherwise. The indemnification by the Unit Owners set forth in this Section 2 of Article XIII shall be paid by the Executive Board on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such.

Section 3. Liabilities of Individual Residential Unit Owners. The Residential Unit Owners, any lessees or sublessees of a Residential Unit shall be jointly and severally liable for liabilities arising out of their own conduct arising out of ownership, occupancy, use, misuse or condition (except when the result of a condition affecting all or other parts of the property) of that Unit.

Section 4. Costs of Suit in Actions Brought by One or More Residential Unit Owners on Behalf of All Residential Unit Owners. If any action is brought by one or more, but less than all Residential Unit Owners, on behalf of all Residential Unit Owners, and recovery is had, the Plaintiff's expenses, including reasonable attorney's fees, shall be a Common Expense, provided that if such action is brought against all Unit Owners or otherwise against all other Unit Owners or against the Executive Board, the officers, assistant officers, employees or agents in their capabilities as such, with the result that the ultimate liability asserted would, if proved, be born by all the Residential Unit Owners, the Plaintiff's expenses, including counsel fees, shall not be charged to or born by the other Unit Owners, as a Common Expense or otherwise.

Section 5. Notice of Suit and Opportunity to Defend. Complaints brought against all Unit Owners or the Executive Board, or the officers, assistant officers, employees or agents thereof, in their respective capacities as such, or the property as a whole, shall be directed to the Executive Board, which shall promptly give written notice thereof to the Residential Unit Owners and the holders of any Permitted Mortgages and shall be defended by the Executive Board, and the Unit Owners and such holders shall have no right to participate other than through the Executive Board in such defense. Complaints against one or more, but less than all the Unit Owners or Residential Units alleging liabilities covered by Section 3 of this Article XIII, shall be directed to such Unit Owners, who shall promptly give written notice thereof to the Executive board and to the holders of any Permitted Mortgages effecting such units and shall be defended by such owners.

ARTICLE XIV

Amendment

This Declaration may be amended, subject to the restrictions of the Act, by the vote of the Residential Unit Owners and the mortgagees of 75% of the common interests after control of the same has been delivered to the Association by the Declarant; until that time, the Declarant retains and reserves specifically the right to amend these declarations and the plat plans, including the right to convert or add additional real estate to this condominium project. No amendment shall be effective until properly recorded.

ARTICLE XV

Power of Attorney and Confession of Judgment

IN ORDER TO EXPEDITE THE EXECUTIVE BOARD OR DECLARANT'S COLLECTION OF ANY DELINQUENT ASSESSMENT, EACH UNIT OWNER (BY THE ACCEPTANCE OF THE DEED TO HIS UNIT) SHALL BE DEEMED TO HAVE APPOINTED ANY ONE OR MORE OF THE EXECUTIVE BOARD MEMBERS OF THE DECLARANTS TO BE HIS OR HER ATTORNEY-IN-FACT TO CONFESS JUDGMENT AGAINST SUCH RESIDENTIAL UNIT OWNER IN ANY COURT OF COMPETENT JURISDICTION IN PENNSYLVANIA OR ANY OTHER PLACE, FOR SUCH UNPAID ASSESSMENT(S) WHICH APPOINTMENT (BEING FOR SECURITY) SHALL BE IRREVOCABLE; AND FOR SO DOING, A COPY OF THIS ARTICLE AND SAID DEED, BOTH VERIFIED BY AFFIDAVIT, SHALL BE 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 AT ALL TIMES UNTIL THE DECLARATION SHALL BE TERMINATED. FURTHER, EACH AND EVERY PURCHASER, RESIDENTIAL UNIT OWNER OR OCCUPANT, OR HOLDER OF ANY MORTGAGE OR OTHER LIEN, DOES AUTOMATICALLY AND IRREVOCABLY NAME, CONSTITUTE AND APPOINT AND CONFIRM THE DECLARANT, ITS SUCCESSORS OR ASSIGNS AS ATTORNEYS-IN-FACT FOR ANY OF THE PURPOSES SET OUT HEREIN AND IN ADDITION THERETO, FOR THE PURPOSE OF EXECUTION OF SUCH AMENDED INSTRUMENT OR INSTRUMENTS WHICH IS NECESSARY TO EFFECT THIS DECLARATION OR THE TERMS OF THIS DECLARATION. THIS POWER OF ATTORNEY AFORESAID IS EXPRESSLY DECLARED AND ACKNOWLEDGED TO BE

COUPLED WITH AN INTEREST IN THE SUBJECT MATTER HEREOF AND THE SAME SHALL RUN WITH THE TITLE TO ANY AND ALL RESIDENTIAL UNITS AND BE BINDING UPON THE SUCCESSORS AND ASSIGNS OF ANY OF THE FOREGOING PARTIES. FURTHER, SAID POWER OF ATTORNEY SHALL NOT BE AFFECTED BY THE DEATH OR DISABILITY OF ANY OF THE PRINCIPLES, AND IS INTENDED TO DELIVER ALL RIGHT, TITLE AND INTEREST OF THE PRINCIPAL IN AND TO SAID POWER.

ARTICLE XVI

Real Estate Taxes

It is understood and agreed that the real estate taxes are to be separately assessed and taxed to each Residential Unit Owner for his or her Unit, and its corresponding percentage interest in the Common Elements, as provided in the Act. In the event that real estate taxes for any year are not separately assessed against each Unit, but rather are assessed against the property as a whole, then each Residential Unit Owner shall pay his proportionate share thereof in accordance with his respective percentage interest in the Common Elements at that time, and in said event, such taxes shall be a common expense. The Executive Board shall have the authority to advance Association funds in payment of all or a portion of such taxes pending receipt from the respective owners of their proportionate share thereof.

ARTICLE XVII

Option to Expand the Condominium

Section 1. Reservation. This project shall be built in phases. The Declarant hereby

explicitly reserves an option until the seventh anniversary of the recording of this Declaration and any amendments hereto to add, in phases, additional units to the real estate from time to time in compliance with Section 321l of the Act, without the consent of any unit owners or mortgagee. The right to add additional units in phases for a total of thirty-eight (38) units, as set forth herein, may be terminated prior to such anniversary only upon the filing by the Declarant of an amendment to this Declaration. The Declarant expressly reserves the right to add additional units in phases to any and all portions of the real estate already described by converting the real estate to units, at different times, at any time, in any order, without limitation and without any requirement that any other real estate shall be added, converted or withdrawn; PROVIDED, HOWEVER, that any converted real estate shall not exceed any of the areas described in the Exhibits attached hereto. There shall be no limitations on the option to expand. The option to add additional units or not to add additional units is completely at Declarant's discretion until such time as he has turned seventy-five (75%) percent of the ownership of the units over to the Unit Owners Association.

Section 2. Assurances. Declarant makes no assurances as to location of buildings on convertible real estate or the location of any units on the real estate as described on the Exhibits attached hereto. At such time as the condominium is expanded and additional units are constructed, the maximum number of units per acre on the real estate as described in the Exhibits or the number of units converted on the real estate already described in the Exhibits as an aggregate will be no more than thirty-eight (38). The maximum percentage in the aggregate of land and buildings and of common area that may be created by construction or by the addition of additional units to the real estate already described, i.e., converted, if added, shall not be less than 1/38 when all 38 units are constructed. Any buildings to be constructed in the phases on the real estate as described in the exhibits and the additional units constructed during the phases of

construction thereon will be compatible in quality, materials and style with the buildings initially constructed on the land. Declarant expressly reserves the right to create Limited Common Elements on the real estate and to designate Common Elements which may be subsequently assigned as Limited Common Elements. Declarant makes no assurances as to type, size or maximum number of such Common Elements or Limited Common Elements. The allocation of percentage interest in the real estate shall be computed in accordance with the number of units constructed if and when constructed. All restrictions in this Declaration affecting the use, occupancy and alienation of Residential Units will apply to units created in the real estate as described on the exhibits. In the event Declarant does add additional units to the real estate as described on the exhibits, Declarant shall nevertheless have the right to construct all or any portion of any building or buildings on the real estate described in the exhibits attached hereto and operate the same without restriction, except as set forth herein.

Section 3. Declarant Easement for Development of Real Estate. The Declarant reserves an easement on, over and under those portions of the Common Elements not located in a building which contains units, for all purposes relating to the construction, development, leasing and/or sale of improvements on real estate to which units will be constructed in the phases of construction. This easement shall include, without limitation, the right of vehicular and pedestrian ingress and egress, the right to park motor vehicles and to engage in construction and marketing activities of any nature whatsoever, including the movement and storage of building materials and equipment, the conduct of sales, leasing and management activities, the maintenance of models and offices and the erection and maintenance of directional and promotional signs.

ARTICLE XVIII

Convertible Real Estate

Section 1. Reservation. The Declarant hereby explicitly reserves an option until the seventh anniversary of the recording of this Declaration and any amendments to convert all or any portion of the convertible real estate to units, Common Elements and Limited Common Elements or any combination thereof from time to time in compliance with Section 321l of the Act without the consent of any Unit Owner or mortgagee. The option to convert may be terminated prior to such anniversary only upon the filing of an amendment to this Declaration by the Declarant. The Declarant expressly reserves the right to convert any and all portions of the convertible real estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate shall be added, converted, or withdrawn; PROVIDED, HOWEVER, that the convertible real estate shall not exceed any of the areas described in the Exhibits attached hereto. There are no other limitations on the option to convert the convertible real estate from the condominium.

Section 2. Assurances. If the convertible real estate is converted, the buildings on the convertible real estate will be located approximately as shown on the plats attached hereto. At such time as the convertible real estate is completely converted, the maximum number of units which may be converted on the real estate as a whole in the development will be thirty-eight (38) in the aggregate. Any buildings to be constructed within the convertible real estate and units therein will be compatible in quality, materials and style with the buildings on other portions of the property. Declarant may construct or convert certain additional structures and other amenities serving the condominium project. Any buildings within the convertible real estate will be substantially shown on the exhibits attached hereto and the recorded plats. The Declarant expressly reserves the right

to create Limited Common Elements within the convertible real estate and to designate Common Elements therein which may be subsequently assigned as Limited Common Elements. The type of such elements may be attics, roofs, patios, terraces, electrical and mechanical rooms and systems, including heating and cooling apparatus, parking, commercial and recreational facilities, and all other elements which can appropriately be designated as Common Elements or Limited Common Elements or any combination thereof. The size of such elements shall be limited approximately to the same size as the existing improvements and designated areas except for any additional patios or terraces which shall not exceed the normal size for such appurtenances; the electrical and mechanical rooms and systems, including heating and cooling apparatus, shall not exceed the normal size for the same necessary to serve the property; and the parking, commercial and recreational facilities, if constructed, will not exceed the size necessary to serve the property. All restrictions in this Declaration affecting use, occupancy and alienation of units will apply to units created in the Convertible Real Estate. The reallocation of percentage interest in the Convertible Real Estate and the property may be recomputed from time to time. However, in the entire project all units are constructed and all additional real estate is added and/or additional units are converted, the least percentage any Residential Unit Owner may possess would be 1/38 of the entire condominium project presuming there are 38 units constructed and a unit owner only owns one unit.

ARTICLE XIX

Termination

Section 1. The property may be removed from the provisions of the Act by a written ratification, duly recorded, and executed by all the Unit Owners, holders of all mortgages,

judgments or other liens effecting the units. Once the property has been removed, and if it is not to be sold, the former unit owners shall become tenants in common with the property as provided by the Act.

ARTICLE XX

Interpretation

Section 1. Matters of dispute or disagreement between Unit Owners or matters which require interpretation of this Declaration or the By-Laws, Rules, and Regulations of the Executive Board, shall be determined by the Executive Board, whose determination shall be binding and final, on all Unit Owners.

ARTICLE XXI

Severability

Section 1. If any of the provisions of this Declaration or of the By-Laws, Rules, and Regulations or of the Act are held invalid, the validity of the remaining provisions shall not be affected thereby.

ARTICLE XXII

Captions

Section 1. The captions herein are inserted only as a matter of convenience and in no way define, limit or describe the scope of the Declaration nor the intention of any provisions hereof.

ARTICLE XXIII

Conflicts

Section 1. This Declaration is set forth to comply with the requirements of the Act. In the event of any conflict between this Declaration and the provisions of the Act, the Act shall control.

ARTICLE XIV

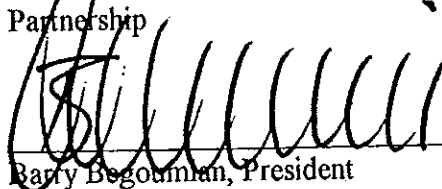
Membership in Associations

Each Residential Unit Owner shall become a member of TANGLEWOOD MANOR CONDOMINIUM UNIT OWNERS' ASSOCIATION, a condominium, if and when formed, being a non-profit corporation. The Board of Directors will act as a representative for the TANGLEWOOD MANOR CONDOMINIUM UNIT OWNERS' ASSOCIATION.

IN WITNESS WHEREOF, the Declarant has hereunto caused his hand and seal to be executed and affixed hereunto this 12 day of March, 1999.

ATTEST:

SUNRISE HOMES, INC., General Partner
Tanglewood Manor Condominium Limited
Partnership


Barry Begoumian, President

_____, Treas.

Recorded in Centre County Records Office
in Rec Book 1070 Page 970 This 16 Day of
MAR AD 1999 Witness my hand & seal of
Office. Hazel M. Peters Recorder

COMMONWEALTH OF PENNSYLVANIA)
) SS:
 COUNTY OF CENTRE)

Before me, the undersigned, personally appeared Barry Begouxian, President of SUNRISE HOMES, INC., a Pennsylvania corporation, and general partner, Tanglewood Manor Condominium Limited Partnership, known to me or satisfactorily proven to be the person whose name is subscribed to the within Declaration and acknowledged that he executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 12th day of March, 1999.

Wanda E. Boone

Notarial Seal
 Wanda E. Boone, Notary Public
 College Twp., Centre County
 My Commission Expires Oct. 16, 2000
 Member, Pennsylvania Association of Notaries

EXHIBIT "A"

D:\Public\WPDOCS\CONDO\TANGLEWOODMANOR.DEC

ALL that certain tract of land situated in Ferguson Township, Centre County, Pennsylvania, being Lot No. 1 on the "Subdivision of Homestead Farms, Parcel D" dated December 19, 1983, by Uni-Tec, Inc., State College, Pa., being bounded and described as follows, to-wit:

BEGINNING at an iron pin in the westerly corner of Lot No. 2 and lying in the easterly right-of-way of Circleville Road (41.5-foot right-of-way); thence along said right-of-way, North $35^{\circ} 08' 30''$ West, 541.72 feet to an iron pin; thence continuing along said right-of-way along a curve having a chord with a bearing of North $20^{\circ} 00' 14''$ East, a distance of 49.08 feet, an arc distance of 57.48 feet, and a radius of 30.00 feet to an iron pin; thence continuing along said right-of-way, along a curve to the left having a chord with a bearing of North $60^{\circ} 17' 09''$ East, a distance of 195.27 feet, an arc distance of 197.31 feet and a radius of 395.02 feet to an iron pin; thence continuing along said right-of-way, North $46^{\circ} 24' 45''$ East, 18.10 feet to an iron pin; thence continuing along said right-of-way along a curve with a chord having a bearing of South $88^{\circ} 47' 10''$ East, and a distance of 42.58 feet, an arc distance of 47.34 feet and a radius of 30.00 feet to an iron pin lying in the northerly corner of Lot No. 1 and in the westerly right-of-way of Valley Vista Drive (80-foot right-of-way); thence along said right-of-way along a curve having a chord with a bearing of South $40^{\circ} 25' 37''$ East, a distance of 530.98 feet, an arc distance of 531.21 feet and a radius of 5,193.85 feet to an iron pin lying in the northerly corner of Lot No. 2; thence along Lot No. 2, South $54^{\circ} 51' 29''$ West, 335.78 feet to an iron pin, being the place of beginning.

CONTAINING 4.00 acres, more or less.

ALL that certain tract of land situate, lying and being in Ferguson Township, Centre County, Pennsylvania, being Lot No. 2 as shown on the Preliminary & Final Plan; Subdivision Plan for Area IV, Homestead Farms, Parcel "D", dated December 19, 1983, by Uni-Tec, Inc., State College, Pennsylvania, and recorded in Centre County Plat Book 32, at Page 122, being bounded and described as follows, to-wit:

BEGINNING at an iron pin being a westerly corner of lands owned now or formerly by Larry James and Terriann Jordan (D.B. 277, Pg. 316) and lying in an easterly right-of-way of Circleville Road (41.5-foot right-of-way); thence along said right-of-way, North $35^{\circ} 08' 30''$ West, 514.47 feet to an iron pin being a southerly corner of Lot No. 1; thence along Lot No. 1, North $54^{\circ} 51' 29''$ East, 335.78 feet to an iron pin being an easterly corner of Lot No. 1 and lying in a westerly right-of-way of Valley Vista Drive (80-foot right-of-way); thence along said right-of-way along a curve to the right having a chord bearing of South $36^{\circ} 06' 07''$ East, a chord distance of 252.89 feet, a radius of 5,193.85 feet, and an arc distance of 252.91 feet to an iron pin; thence continuing along said right-of-way, South $34^{\circ} 40' 37''$ East, 288.59 feet to an iron pin being a northerly corner of lands owned now or formerly by Larry James and Terriann Jordan (D.B. 395, Pg. 888); thence along the Jordan lands, South $59^{\circ} 25' 25''$ West, 338.75 feet to an iron pin, being the place of beginning.

CONTAINING 4.11 acres, more or less.

ALL those three (3) certain messuages, tenements and tracts of land situate, lying and being in Ferguson Township, Centre County, Pennsylvania, bounded and described as follows, to-wit:

TRACT NO. 1:

BEGINNING at a concrete monument on the Westerly boundary of the road known as Valley Vista Drive, which concrete monument is on the common boundary of the land to be conveyed and the lands now or formerly of W. Donald McCormick; thence along the Westerly boundary of Valley Vista Drive in a Southerly direction, South $34^{\circ} 40' 37''$ East, 166.33 feet to an iron pin; thence along the common boundary of the land being described and Lot No. 3, South $59^{\circ} 12' 57''$ West, 149.94 feet to an iron pin; thence along the common boundary of the land being conveyed and Lot No. 1 and the addition to Lot No. 4, North $34^{\circ} 40' 37''$ West, 167.18 feet to an iron pin and the common boundary of the lands being conveyed and the North-eastern point of the lot addition to Lot No. 4 which point is also on the common boundary of the lands now or formerly of W. Donald McCormick, thence North $59^{\circ} 32' 25''$ East, 150.00 feet to a concrete monument on Valley Vista Drive, the place of beginning.

BEING known as Lot 2 in the lot addition to Lot No. 2 on the Final Plan of the Jordan Subdivision by Joseph V. Hollshwander, Registered Surveyor, dated September 15, 1976, and approved by the Ferguson Township Planning Commission on October 28, 1976.

TRACT NO. 2:

BEGINNING at an iron pin, marking the Southeast corner of the lands herein described and being the common corner of the lands of the Grantors and John Hufford, on the Westerly right-of-way line of Valley Vista Drive, a 80-foot right-of-way; thence along the lands of John Hufford, Sammie Loesch and John Gabriel, Jr., South $59^{\circ} 15' 55''$ West, 191.57 feet to an iron pin marking the corner of the lands of Craig LeFevre on the line of Gabriel; thence along lands of LeFevre and Lot 1, North $35^{\circ} 51' 33''$ West, 99.99 feet to an iron pin marking an Easterly corner of Lot No. 1; thence along Lot 1 and the Lot Addition of Lot 2, North $59^{\circ} 12' 57''$ East, 193.64 feet to an iron pin at Valley Vista Drive; thence along Valley Vista Drive, South $34^{\circ} 40' 37''$ East, 100.00 feet to an iron pin and the place of beginning.

CONTAINING 19,199 square feet, more or less.

BEING designated as Lot No. 3 as shown on a plan by Sweetland Engineering and Associates, Inc. and recorded in Centre County Recorder's Office in Plat Book 22, at Page 8.

Premises are subject to a 20-foot access and water line easement near westerly corner.

TRACT NO. 3:

BEGINNING at an iron pin marking the Northernmost corner of the lands herein described, being on the line of the lands of W. Donald McCormick and also at the Northwest corner of Lot 2; thence along Lot 2, South $34^{\circ} 40' 37''$ East, 74.87 feet to an iron pin marking the North corner of Lot 1 on

the line of Lot 2; thence along Lot 1, South 59° 32' 25" West, 45.70 feet to an iron pin marking the East corner of Lot 4 on the line of Lot 1; thence along Lot 4, North 35° 51' 33" West, 75.00 feet to an iron pin marking the North corner of Lot 4 and on a South property line of W. Donald McCormick; thence along McCormick, North 59° 32' 25" East, 47.25 feet to an iron pin at the place of beginning.

CONTAINING 3,470 square feet gross area, more or less.

BEING designated as a Lot Addition to Lot 4 as shown on a plan by Sweetland Engineering and Associates, Inc. and recorded in Centre County Recorder's Office in Plat Book 33, at Page 8.

BEING the same premises which became vested in Sunrise Homes, Inc. by deed of Frederick J. Kissinger, dated November 4, 1997, and recorded in the Office of the Recorder of Deeds in Record Book 960, Page 1071.

BEING known as Centre County Uniform Parcel Identifier Tax Parcel Numbers 24-22/308, 24-422/13, 24-422/14C.

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

EXHIBIT "B"
TANGLEWOOD MANOR, A CONDOMINIUM
 2465 Circleville Road
 State College, PA 16803

Unit No.	Bldg. ID	Approx. Gross Square feet	Interest Percentage	Voting Interest
101		All units shall	1/38	1
102		be between	1/38	1
103		1414 - 1825 sq ft,	1/38	1
104		dependent upon	1/38	1
105		building options	1/38	1
106		chosen.	1/38	1
107			1/38	1
108			1/38	1
109			1/38	1
110			1/38	1
111			1/38	1
112			1/38	1
113			1/38	1
114			1/38	1
115			1/38	1
116			1/38	1
117			1/38	1
118			1/38	1
119			1/38	1
120			1/38	1
121			1/38	1
122			1/38	1
123			1/38	1
124			1/38	1
125			1/38	1
126			1/38	1
127			1/38	1
128			1/38	1
129			1/38	1
130			1/38	1
131			1/38	1
132			1/38	1
133			1/38	1
134			1/38	1
135			1/38	1
136			1/38	1
137			1/38	1
138			1/38	1

EXHIBIT "C"

(Copy of Plat and Plan)

SEE MAP IN MAP DRAWER

BY-LAWS, RULES AND REGULATIONS
OF
TANGLEWOOD MANOR CONDOMINIUM UNIT OWNERS' ASSOCIATION
(Pennsylvania No Stock Non-Profit Corporation)

ARTICLE 1. GENERAL

1.1 The Name: The name of the corporation shall be the
TANGLEWOOD MANOR CONDOMINIUM UNIT OWNERS' ASSOCIATION, a
Condominium Homeowner's Association, a non-profit corporation, hereinafter referred to as "the
Association".

1.2 The Principal Office: The principal office of the corporation shall be at
or at such other place as may be subsequently designated by the Executive Board of Directors.

1.3 Identify: The By-Laws, Rules and Regulations are established
pursuant to the Pennsylvania Uniform Condominium Act, Act No. 1800-82 found at 68 Pa. C.S.A.
Section 3101 et seq., for the purpose of administering, operating and managing the
TANGLEWOOD MANOR CONDOMINIUM UNIT OWNERS' ASSOCIATION, a
Condominium Homeowners' Association.

1.4 Definition: As used herein the term "Corporation" shall be the
equivalent of Association, and all other words as used herein shall have the same definitions as
attributed to them in the Declaration of Condominium of TANGLEWOOD MANOR, a
Condominium. If any definition in the Declaration conflicts with a definition in the Pennsylvania

Statutes, the definition in the Declaration shall prevail and govern the interpretation of this document.

ARTICLE 2. MEMBERSHIP AND VOTING PROVISIONS

2.1 Membership: Membership in this Association shall be limited to owners of units in the condominium as described in the Articles of Incorporation of the Association, which may be in any one of the buildings already constructed or in any one of the buildings which may be constructed within the entire condominium complex. If unit ownership is vested in more than one person or entity, all of the persons or the entity owning a unit shall be eligible to hold office, attend meetings, etc.; but, as hereinafter indicated, the vote of a unit shall be cast by the "voting member". If unit ownership is vested in a corporation, the corporation may designate an individual officer or employee as its voting member. Developer, or their assignee, nominee, designee or successor, as an owner of unsold units, shall be deemed a member of this corporation.

2.2 Voting:

a. The owner of each unit shall be entitled to one (1) vote. If an owner owns more than one unit, he shall be entitled to one (1) vote for each unit owned. The vote of a unit shall not be divisible.

b. Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting in which a quorum shall be present, shall be binding upon all unit owners for all purposes, except where otherwise provided by law, in the Declaration, the Articles of Incorporation or in these By-Laws; and as used in these By-Laws, the Articles of Incorporation or the Declaration, the term "majority of the members" shall mean those unit owners having more

than fifty (50%) percent of the total authorized votes of all unit owners present, in person or by proxy and voting at any meeting of the unit owners at which a quorum shall be present.

2.3 Quorum: Unless otherwise provided in these By-Laws, the presence in person or by proxy of a majority of unit owners shall constitute a quorum.

2.4 Proxies: Votes may be cast in person or by proxy. All proxies shall be in writing, signed by the person entitled to vote, and shall be filed with the Secretary of the Association, prior to, or at, the meeting at which they are to be used, and shall be only effective for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the first meeting for which it was given. Every proxy shall be revocable at any time, at the pleasure of the unit owner executing it. Where a unit is jointly owned by husband and wife, and they have not designated one of themselves as a voting member, a proxy must be signed by both, in order to designate a third party as proxy.

2.5 Designation of a Voting Member: If a unit is owned by one person, his right to vote shall be established by the record title to the unit. If a unit is owned by more than one person, the person entitled to cast the unit's vote shall be designated in a certificate to be filed with the secretary, signed by all of the record owners of the unit. If a unit is owned by a corporation, it shall designate the officer or employee entitled to cast the unit's vote, by executing a certificate to be filed with the Secretary of the Association, signed by its President or Vice-President, and attested to by its Secretary or Assistant Secretary. The person designated in such certificate shall be known as the voting member. If, for a unit owned by more than one person or by a corporation, such certificate is not on file with the secretary of the corporation, the vote of

the unit shall not be counted in determining the presence of a quorum or for any purpose requiring approval of a person entitled to cast the vote for the unit, except as said unit is owned jointly by husband and wife. Such certificates shall be valid until revoked or superseded by a subsequent certificate, or until a change occurs in the ownership of the unit. If a unit is owned jointly by husband and wife, the following provisions are applicable:

- a. They may, but they shall not be required to, designate a voting member;
- b. If they do not designate a voting member, and both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting;
- c. Where they do not designate a voting member, and only one is present at the meeting, the person present may cast the unit's vote.

2.6 Limitation on Right to Vote: Each member has an obligation to pay monthly maintenance assessment and may be obligated to pay a special assessment. The corporation has the responsibility and obligation to make and collect the assessments. If, at the time of any meeting of the membership, any member is more than thirty (30) days delinquent in the payment of any assessment, subject to the discretion of the Executive Board of Directors, he may not be entitled to vote until all assessments, whether general, special or regular, are paid in full. The Treasurer, or such other person or entity charged with the responsibility of collecting assessments, shall, at the commencement of any meeting, certify to the person conducting the meeting which units are current in the payment of all assessments and are therefore eligible to vote.

ARTICLE 3. MEMBERSHIP AND MEETINGS

3.1 Place: All meetings of the membership shall be held at such place or places as shall be designated by the Executive Board and stated in the notice of the meeting.

3.2 Notices: It shall be the duty of the Secretary to send by regular mail or deliver a notice of each annual and special meeting to each owner and to post a copy of said notice in a conspicuous place on the property leased fourteen (14) days but not more than sixty (60) days prior to such meeting. Notice of any meeting shall list the time, place and purpose thereof. All notices shall be mailed to or served at the address of the owner as it appears on the books of the corporation. Proof of posting, delivery or mailing of the notice, shall be given by the person serving the notice if requested and shall deliver the post office certificate of mailing if requested.

3.3 Annual Meeting: The annual meeting for the purpose of electing directors and transacting any authorized business shall be held at 7:30 p.m. eastern standard time on the 1st day of September, of each year, or such other time as shall be selected by the Executive Board of Directors. At the annual meeting, the members shall elect an Executive Board by plurality vote (cumulative voting prohibitive), and shall transact such other business as may be properly brought before the meeting.

3.4 Special Meetings: Special meetings of the members for any purpose, unless otherwise prescribed by statute, may be called by the President or shall be called by the President or Secretary at their request, in writing, of a majority of the Executive Board of Directors or at the request, in writing, of voting members representing 40 percent of the total number of units. Such request shall state the purpose of the proposed meeting. Business

transacted at all special meetings shall be confined to the subject stated in the notice of the meeting.

3.5 Adjourned Meeting: If any meeting of members cannot be organized because a quorum is not present, either in person or by proxy, the meeting shall be adjourned from time to time, until a quorum is present.

3.6 Order of Business: The order of business at the annual member's meetings in as far as practical and other members' meetings, shall be:

- a. Called to order by President.
- b. Calling of the roll and certifying of proxies, if any.
- c. Proof of notice of the meeting or waiver of notice.
- d. Reading and disposal of any unapproved minutes.
- e. Reports of officers.
- f. Reports of committees.
- g. Appointment of inspectors of election.
- h. Determination of number of directors.
- i. Election of directors.
- j. Unfinished business.
- k. New business.
- l. Adjournment.

3.7 MINUTES OF MEETINGS: The minutes of all meetings of unit owners shall be kept in a book available for inspection by unit owners or their authorized

representative and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than three (3) years.

ARTICLE 4. DIRECTORS

4.1 MEMBERSHIP: The affairs of the Association shall be managed by an Executive Board of Directors of not less than three (3) nor more than ten (10) directors, the exact number to be determined from time to time upon a majority vote of the membership. All directors shall be unit owners or spouses of unit owners; or, in the case of a partnership unit owners shall be members or employees (or their spouses) of such partnerships; or in the case of corporate unit owners, shall be directors, officers, stockholders or employees (or their spouses), of such corporation; or in the case of a fiduciary unit owner, shall be fiduciaries or their beneficiaries (or directors, officers, stockholders or employees of a corporate fiduciary, or their spouses), or their corporate beneficiary, or partners or employees (or their spouses) of a partnership fiduciary. No director shall continue to serve on the Board after he ceases to be a unit owner or an interested party in a unit as specified in the preceding sentence. The above provisions to this subsection shall not apply to directors elected by the Developer in accordance with subsections hereinafter set out.

4.2 ELECTION OF DIRECTORS: Election of directors shall be conducted in the following manner:

- a. Election of directors shall be held at the annual members' meeting.
- b. A nominating committee of five members may be appointed by the Executive Board of Directors not less than thirty (30) days prior to the annual members' meeting.

The committee shall nominate one (1) person for each director then serving. Nominations for additional directorships created at the meeting shall be made from the floor and other nominations may be made from the floor.

c. The election shall be by ballot (unless dispensed with by unanimous consent), and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

d. At any time after a majority of the Executive Board is elected by members other than the Developer of the condominium, at any duly convened regular or special meeting of the members at which a quorum is present, any one or more of the directors may be removed, with or without cause, by the affirmative vote of the voting members casting not less than two-thirds of the total votes present at said meeting. A successor may then and there be elected to fill any vacancy created. Should the membership fail to elect a successor, the Executive Board may fill the vacancy in the manner provided below.

e. If the office of any director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining directors, though less than a quorum, shall choose a successor who shall hold office for the balance of the unexpired term of office. The election held for the purpose of filling such vacancy may be held at any regular or special meeting of the Executive Board. The Developer or any person who is a unit owner may be an officer and/or director.

f. Disqualification and Resignation of Directors. Any director may resign at any time by sending written notice of such resignation to the office of the corporation,

addressed to the President or Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary. Commencing with the organizational meeting of any newly elected Executive Board, more than three (3) consecutive absences, unless excused by the resolution of the Executive Board, shall automatically constitute a resignation from the Executive Board. The transfer by a director of title to this unit shall, effective as of the date of title transfer, automatically constitute a resignation from the Executive Board. No member shall continue to serve on the Executive Board should he be more than thirty (30) days delinquent in the payment of any assessment. Such delinquency, shall automatically constitute a resignation from the Executive Board. All these regulations are self-operating and shall become effective immediately, upon the happening of the event or the passage of the time provided for herein.

g. Until a majority of the directors are elected by the members other than the Developer of the condominium, neither the first directors of the Association or any directors replacing them nor any directors named by the Developer, shall be subject to removal by members other than the Developer. The first director and directors replacing them, may be removed by the Developer.

4.3 TERM: Vacancies of the Executive Board of Directors caused by the expiration of a director's term shall be filled by electing new Executive Board members. The term of each director's service shall extend until the next annual meeting of the members subsequently until a successor is duly elected and qualified, or until he is removed in the manner elsewhere provided, and provided that the first Executive Board shall serve in accordance with the subsection 4.17, hereinafter set out.

4.4 ORGANIZATIONAL MEETING: The organizational meeting of a newly elected Executive Board of Directors shall be held immediately after their selection within ten (10) days of their election, at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

4.5 REGULAR MEETINGS: Regular meetings of the Executive Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. Regular meetings of the Executive Board of Directors shall be open to all unit owners, and notice of such meetings shall be posted conspicuously at the condominium forty-eight (48) hours in advance for the attention of the members of the Association, except in the event of an emergency. Notice of any meeting where assessments against unit owners are to be considered for any reason, shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

4.6 SPECIAL MEETINGS: Special meetings of the Executive Board of Directors may be called by the President, or, in his absence, by the Vice-President, and must be called by the President and Secretary at the written request of one-third of the directors. Notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, and shall be transmitted in less than three (3) days prior to the meeting. Special meetings of the Executive Board of Directors shall be open to all unit owners, and notice of a special meeting shall be posted conspicuously at the condominium

property forty-eight (48) hours in advance for the attention of the members of the Association, except in the event of an emergency. Notice of any meeting where assessments against unit owners are to be considered for any reason, shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

4.7 WAIVER OF NOTICE: Any director may waive notice of meeting before or after the meeting and that waiver shall be deemed equivalent to the giving of notice. Attendance by any director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is unlawfully called.

4.8 QUORUM: A quorum at director's meetings shall consist of a majority of the entire Executive Board of Directors. The acts approved by a majority of those present at a meeting in which a quorum was present shall constitute the acts of the Executive Board of Directors, except when approval by a greater number of directors is required by the Declaration, the Articles or these By-Laws.

4.9 ADJOURNED MEETINGS: If, at any meeting of the Executive Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business that might have been transacted at the meeting as originally called, may be transacted without further notice.

4.10 JOINDER IN MEETING BY APPROVAL OF MINUTES OR

CONSENT: The joinder or consent of a director in the action of a meeting by signing and concurring in the minutes of that meeting, or by executing a consent to a

proposal, shall constitute the presence of that director for the purpose of determining a quorum and/or voting on a proposal.

4.11 PROXIES: Votes may be cast in person or by proxy. A proxy may be made by any director entitled to vote and shall be valid only for the specific meeting for which originally given and any lawfully adjourned meeting thereof and provided that the proxy holder is a director in good standing. In no event, shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be irrevocable at any time at the pleasure of the director executing it. A proxy must be in writing, signed by the director generating the proxy, and filed with the secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned.

4.12 PRESIDING OFFICER: The presiding officer of the director's meeting shall be the President of the Executive Board of Directors. In the absence of the president, the directors present shall designate one of their number to preside. The President, or in his absence, a majority of the Board of Directors, may appoint without vote, the attorney of the Association to act as Chairman to conduct the meeting.

4.13 ORDER OF BUSINESS: The order of business at director's meetings shall be:

- a. Calling the roll.
- b. Proof of due notice of meetings.
- c. Reading and disposal of any unapproved minutes.
- d. Report of officers and committees.
- e. Election of officers.

- f. Unfinished business.
- g. New business.
- h. Adjournment.

4.14 MINUTES OF MEETINGS: The minutes of all meetings of the Executive Board of directors shall be kept in a book available for inspection by unit owners, or their authorized representative, and Board members at a reasonable time. The Association shall retain these minutes for a period of not less than three (3) years.

4.15 EXECUTIVE COMMITTEE: The Executive Board of Directors may, by resolution duly appointed, appoint an executive committee to consist of three (3) or more members of the Executive Board of Directors. Such executive committee shall have and may exercise all the powers of the Board of Directors and management of the business and affairs of the condominium and the project. During the intervals between the meetings of the Board of Directors insofar as may be permitted by law, except that the executive committee shall not have the power:

- a. To determine the common expenses required for the affairs of the condominium and the project.
- b. To determine the assessments payable by the unit owners to meet the common expenses of the condominium.
- c. To adopt or amend the rules and regulations covering the details of the operation and use of the condominium property.

d. To exercise any of the powers set forth in subdivision (b), (e), (g), (h), (o), (p), (q), (r) and (w) of Article 5 hereinafter set out.

4.16 COMPENSATION: Directors shall not be entitled to any compensation for their services unless compensation is granted by a majority of the voting members at a membership meeting.

4.17 PROVISO: Notwithstanding anything to the contrary contained herein, the Board shall consist of no less than three directors during the period that Developer is entitled to appoint a majority of the directors, as hereinafter provided. The first Board as appointed by the Developer shall hold office and serve until provided. The first Board shall consist of:

Barry Begoumian.....President/Treasurer
Ara Kervandjian.....Vice Pres./Secretary

The corporation shall have the right to appoint all members of the Board of Directors until unit owners other than the Corporation own twenty-five (25%) percent or more of the units that will be operated ultimately by the Association. When unit owners other than the Corporation own 25% or more of the units that will be operated ultimately by the Association, unit owners other than the Corporation shall be entitled to elect not less than 25% of the members of the Board of Directors. When unit owners other than the Corporation own 50% or more of the units that will be operated ultimately by the Association, the unit owners other than the Corporation, shall be entitled to elect not less than 33 1/3% of the members of the Board of Directors. In each case, the election shall not be later than sixty (60) days after the conveyance of the 25% of the units and 50% of the units respectively. In any event, the period of declarant control terminates not later than one hundred eighty (180) days after conveyance of 75% of the units that will be operated

ultimately by the Association. The Corporation, however, is entitled to elect at least one (1) member of the Board of Directors as long as the Developer holds for sale, in the ordinary course of business, any unit operated by the Association. Within sixty (60) days after the unit owners, other than Developer, are entitled to elect a member or members of the Board of Directors, the Association shall call, and give not less than thirty (30) days nor more than forty (40) days notice of a meeting of the unit owners to elect the members of the Board of Directors. The meeting may be called and notice given by any unit owner if the Association fails to do so. Directors appointed by the Corporation need not be unit owners.

4.18 RECALL: Subject to the provisions of the Uniform Condominium Act as previously cited, any member of the Board of Directors may be recalled and removed from office with or without cause by the voter agreement in writing by a majority of all unit owners. A special meeting of the unit owners to recall a member or members of the Board of Directors may be called by ten (10%) percent of the unit owners giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting.

ARTICLE 5. POWERS AND DUTIES OF EXECUTIVE BOARD OF DIRECTORS

5.1 In the event that Developer, in accordance with the privileges reserved herein, selects any person to serve on the Board, Developer shall have the absolute right, at any time, in his or its sole discretion, to replace such person with another person to serve on the Board. The Developer, his designated person, or any other person who is a unit owner may be an officer and/or director. Replacement of any director designated by the Developer, shall be made

by written instrument delivered to any officer, which instrument shall specify the name of the person designated as successor Director. The removal of any director and designation of his successor, shall become effective immediately upon delivery of such written instrument by Developer to any officer.

5.2 The Executive Board of Directors shall have the powers and duties necessary for the administration of the affairs of the condominium, and may do all such acts except such acts which by law, the Declaration, or by these By Laws, may not be delegated to the Executive Board of Directors by the unit owners. Such powers and duties of the Board of Directors shall include, without limitation, (except as limited elsewhere herein), the following:

- a. Operation, care, upkeep and maintenance of the common elements.
- b. Determination of the expenses required for the operation of the Condominium Association.
- c. Collection of the assessments for common expenses from unit owners required to pay the same.
- d. Employment and dismissal of personnel or management company necessary for the maintenance and operation of common elements.
- e. Adoption and amendment of the rules and regulations covering the details of the operation and use of condominium property. The secretary of the Association shall be the party in charge of executing when passed, certifying and keeping a record of any amendments.
- f. Maintaining bank accounts on behalf of the Association and the designation of signatories required therefore.

g. Purchasing, leasing or other acquisition of units in the name of the Association or its designee.

h. Purchase of units at foreclosure or other judicial sales, in the name of the Association or its designee.

i. Selling, leasing, mortgaging, or otherwise dealing with units acquired by, and subleasing units leased by, the Association or its designee.

j. Organization of corporations to act as designees of the Association in acquiring title to units or leasing units by the Association.

k. Obtaining and reviewing insurance for the condominium property.

l. Making repairs, additions and improvements to, or alterations of, the condominium property and restoration of the condominium property, in accordance with the provisions of the Declaration, after damage or destruction by fire or other casualty, or as a result of the condemnation or eminent domain proceedings.

m. Enforcement of the obligations of the unit owners, the allocation of profits and expenses, and the performance of anything and everything else necessary and proper or the sound management of the condominium.

n. Purchasing or leasing a unit for use by a resident superintendent (if any).

o. Borrowing money on behalf of the Association when required in connection with the operation, care, upkeep, and maintenance of the common elements; provided, however, the consent of the unit owners of at least two-thirds of the units, obtained at a

meeting duly called and held for such purpose in accordance with the provisions of these By Laws, shall be required for the borrowing of any sum in excess of \$500.

p. Contracting for the management of the condominium and the delegation to such manager such powers and duties of the Executive Board of Directors as the Board may deem appropriate in the circumstances, and contracting for the management or operation of portions of the condominium property susceptible to separate management or operation thereof, and granting of concessions for the purpose of providing services to the unit owners. As an exception to the foregoing, there shall be no delegation of powers and duties wherein:

1. The same are contrary to the statutes of the Commonwealth of Pennsylvania and are accordingly not susceptible of being delegated; and
2. Those delegations and duties which may be required by the Declaration by these By Laws to have approval of the Executive Board of Directors or the unit owner; and
3. The delegation has a power and duty which by its very nature is a decision or fiduciary responsibility to be made by the Executive Board of Directors and is therefore not susceptible delegating; and
4. May be contrary to the Declaration of Condominium or the By Laws.

q. Exercise of all powers specifically set forth in the Declaration, the

with a notice of that meeting. The director's meeting at which the budget shall be considered shall be open to all of the unit owners.

c. If an adopted budget requires assessment against unit owners in any fiscal or calendar year exceeding 110% of the assessment for the preceding year, the Board, upon written application of 10% of the unit owners to the Board, shall call a special meeting of the unit owners within thirty (30) days, upon not less than ten (10) days written notice to each unit owner. At the special meeting, unit owners shall consider and enact a budget. The adoption of the budget shall require a vote of not less than sixty-six and two-thirds ($66 \frac{2}{3}\%$) percent vote of all unit owners. The Executive Board of Directors may propose a budget to the unit owners at a meeting of members, or in writing, and if the budget is approved by the unit owner at the meeting, or by sixty-six and two-thirds of all unit owners in writing, the budget shall be adopted. However, as long as the Developer is in control of the Executive Board of Directors, the Board shall not impose an assessment for any year greater than 110% of the prior fiscal or calendar year's assessment without approval of the majority of all unit owners. In determining whether assessments exceed 110% of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of condominium property, anticipated expenses by the Association which are not anticipated by or incurred on a regular or basis, or assessment or assessments to the condominium property, shall be excluded from the computation.

d. The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including if applicable, but not limited to those expenses normally anticipated. In addition to annual operating

expenses, the budget shall include, if the Board of Directors so elects, for reserve accounts for capital expenditures and deferred maintenance.

e. When the Board determines the amount of any assessment, the Treasurer shall mail or present to each owner, a statement of assessment. All assessments shall be paid to the Treasurer and, upon request, the Treasurer shall give a receipt for such payment received.

7.4 APPLICATION OF PAYMENTS AND COMMINGLING OF

FUNDS: All sums collected by the corporation from assessments may be commingled in a single fund or divided into more than one fund, as determined by the Board. Any delinquent payment by an owner shall be applied to interest, costs, attorney's fees, other charges, expenses, advances and general or special assessments in such manner as the Board determines.

7.5 ACCELERATION OF ASSESSMENTS INSTALLMENTS UPON

DEFAULT: If any unit owner shall be in default for the payment of an installment on an assessment, the Executive Board of Directors may accelerate the remaining installments of the assessment upon notice to the unit owner, and the then unpaid balance of the assessment shall be due upon the date stated in the notice, but not less than five (5) days after the delivery of the notice to the unit owner, or not less than ten (10) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur. Each unit owner hereby enters a confession of judgment as follows: 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 ASSESSMENT(S), WHICH APPOINTMENT (BEING FOR SECURITY) SHALL BE IRREVOCABLE; AND FOR SO DOING A COPY OF THIS ARTICLE 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 AT ALL TIMES UNTIL THE DECLARATION SHALL BE TERMINATED.

FURTHER, IN THE EVENT OF DEFAULT AS HEREIN DESCRIBED, THE ASSOCIATION SHALL HAVE AS AN ALTERNATE REMEDY OR A REMEDY IN ADDITION TO THE ABOVE OR EITHER COMBINATION OF THE SAME, THE FOLLOWING CONFESSION OF JUDGMENT:

AND FURTHER, IT IS UNDERSTOOD AND AGREED BY RECEIPT OF THE DEED AND OF THE COPY OF THE DECLARATION AND THESE BY-LAWS THAT THE ACTION AS HEREINBEFORE SET OUT MAY BE BROUGHT AGAINST ANY RECORD TITLE OWNER IN THE CHAIN OF OWNERSHIP OF ANY UNIT AT ANY TIME OR AT ANY PLACE IN ORDER TO COLLECT THE MONIES OWING THE CAUSE OF THE DEFAULT AND ANY DEFAULT SHALL BE DEEMED TO BE A LIEN ON THE PROPERTY FOR THE BENEFIT OF THE ASSOCIATION AS HEREINAFTER SET OUT.

7.6 FIDELITY BONDS: The Association may, in its discretion, obtain bonding of all officers and directors of the Association who control or disburse funds of the Association. If determined to be necessary, the Association shall bear the cost of any such bonding.

7.7 AUDIT: An audit of the accounts of the Association may be made from time to time, as directed by the Board of Directors. A copy of any audit report received as a result of an audit shall be furnished to each member of the Association not less than thirty (30) days after its receipt by the Board.

7.8 ACCOUNTING RECORDS AND REPORTS: The Association shall maintain accounting records in the condominium, according to good accounting practices. The records shall be open to inspection by unit owners or their authorized representatives at reasonable times, and written summaries of them, shall be supplied at least annually. Records shall include, but not be limited to:

- a. A record of all receipts and expenditures;
- b. An account for each unit designated;
- c. The name and current mailing address of the unit owner;
- d. The amount of each assessment;
- e. The dates and amounts in which the assessments become due;
- f. The amount paid upon the account; and
- g. Balance due.

7.9 APPLICATION OF PAYMENT: All assessment payments by unit owners, shall be applied as provided herein and in the Declaration for his condominium.

ARTICLE 8. USE RESTRICTIONS

8.1 Except as herein provided with respect to the uses permitted by the Developer, the units herein are intended to be used as residential condominiums for the owner, his family, his heirs, successors and assigns, including persons to whom the member may have leased his unit, subject to all provisions with respect to use and occupancy and presence on the property applicable to the unit owner himself. No one may permit or suffer anything to be done or kept upon the property which will increase the rate of insurance on property or in the contents thereof, or which will obstruct or interfere with the rights of others or annoy them by unreasonable noises or otherwise, and no one may commit or permit any nuisance or commit or suffer any immoral or illegal act to be committed anywhere in or upon the property.

8.2 Each owner shall maintain his unit in good condition, order, and repair, at his own expense. No unit owner shall display, hang, store, or use anything whatsoever on his stoop or out side his unit other than as may be permitted in accordance with the rules regulations established by the Executive Board. No member may paint, decorate, or otherwise alter or modify in any way the outside of his unit, (other than those alterations made by the Developer), or install any antenna, dish for television reception or microwave reception or any structure or addition of any kind whatsoever without the prior written consent of Council.

8.3 Trash, garbage, and other waste shall be kept in sanitary containers and shall be disposed of in such manner as may be prescribed from time to time in the rules and

regulations established by the Executive Board. No articles or personal property belonging to any unit owner shall be stored in any portion of the common elements without the prior written consent of council.

8.4 No one may overload the electrical wiring in the building 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.

8.5 USES AND STRUCTURES: No unit or any part thereof shall be used for any purpose except as set forth herein, nor shall any business of any kind be conducted therein. No motor vehicle other than a private passenger type shall be parked in the parking area or parked on the property. No unit owner shall have any additional motor vehicles on the premises for purposes of service or hobby such as tearing down or putting together motor vehicle other than changing the oil and washing the same. There shall be no storing of any old or junked or hobby type car on the premises. No business or trade of any kind or noxious or offensive activity shall be carried on in any Unit nor shall anything be done thereon which may be or become an annoyance or nuisance to the occupants of other units. No boat, trailer, tent, shack or other such structure shall be located, or erected or used on any part of the property, temporarily or permanently other than what has been constructed for use of unit owners by the Developer.

8.6 SIGNS: No sign of any kind shall be displayed to the public view on any unit except one temporary sign of not more than four square feet, advertising the property for sale or rent. No such sign shall be illuminated.

8.7 ANIMALS: No animals, livestock or poultry of any kind shall be raised, bred or kept in any unit on the property except that dog, cat or other domesticated

household pet may be kept, provided that it is not kept, bred or maintained for any commercial purpose and provided that no more than two (2) such pets of not more than 25 pounds (or one (1) large dog) may be kept in any such unit. The said pet(s) must be housed indoors, and leashed when outdoors, and conform to all local ordinances and regulations. Owners must clean up after pets immediately. Any pet which creates a nuisance to other unit owners may be directed by the Association to be removed from the condominium at the discretion of the Unit Owners Association at a meeting specially called and with adequate notice for a determination of the removal of any animal. Any modifications of this paragraph shall be approved by the Declarant or the Unit Owners Association.

8.8 NUISANCES: No noxious or offensive activity shall be carried on upon any unit, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. The decision as to whether any activity is noxious or offensive shall be decided exclusively by the governing body in such manner as it may elect to make such decision.

8.9 MAILBOXES: Mailboxes shall be retained as the same now are or, as designated by the Executive Board from time to time in the future. No unit owner shall keep or maintain a distinctive or different mailbox than as set forth herein.

8.10 CLOTHESLINES: No outdoor clotheslines.

8.11 FENCES: No fence of any kind, wall, hedge, or similar structure shall be placed, erected or maintained anywhere on the property without the written consent of the Executive Board, except that installed by the Developer.

8.12 EXECUTIVE BOARD REGULATIONS: The Executive Board may

adopt such rules and regulations concerning use, occupancy or other matter, including provisions for reasonably limiting or suspending certain rights and/or privileges as it deems appropriate; and may alter such rules and regulations as from time to time it may determine.

8.13 RIGHTS OF THE EXECUTIVE BOARD: Violation of any rule or regulation of the Executive Board and/or any provision of the Declaration and/or hereof shall give the Executive Board or any representative acting in its behalf in addition to any other rights, the rights also:

a. To enter the unit in which, or in connection with, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing, person, creature, and/or condition that may exist therein contrary to the intent and meaning hereof without being guilty of trespass or wrong otherwise.

b. To enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

c. To levy as an assessment or charge as a common expense against any unit owner an amount equal to damages so sustained plus costs of suit and reasonable attorneys' fees by virtue of such unit owner's committing and/or permitting such violation upon finding thereof by the Executive Board.

8.14 EXECUTIVE BOARD MAINTENANCE: Executive Board shall maintain, repair and replace items in or on the common elements when needed, wherever situate, except that in the event such maintenance, repair or replacement was caused by negligence or misuse of a unit owner, or of any other occupant of his unit, such expense shall be charged to such unit owner. Each unit owner shall maintain, repair and replace, at his own expense, all

portions of his unit as are separate and private to it and him. Each unit owner shall be responsible for damage to any other unit and/or to any common elements caused intentionally, negligently, or by failure to properly take care of his own unit, whether or not the fault is in him personally and/or in any other occupant of his unit.

8.15 Anything herein or elsewhere to the contrary notwithstanding, the Developer shall have the right to utilize a portion of the clubhouse and/or a unit owned and constructed for use by the Declarant as a model or as a sales office for sale and promotion purposes including the sale and promotion of the property or projects other than the property and purposes and in such manner as the Developer deems it may reasonably require.

ARTICLE 9. ROSTER OF UNIT OWNERS AND MORTGAGEES

9.1 Each unit owner shall file with the Association a copy of the deed or other documents showing his ownership. The Association shall maintain such information in its files. A unit owner who mortgages his unit shall notify the Association of the name and address of his MORTGAGEES, and in the event of fire and casualty or extended coverage insurance, shall file the name of his insurance carrier and of the agent for the company. The Association reserves the right, if necessary for any reason, to contact mortgagee or insurance carrier.

ARTICLE 10. PARLIAMENTARY RULES

10.1 Robert's Rules of order, latest edition, shall govern the conduct of the Association meetings when not in conflict with the Declaration, the Article, or these By Laws.

ARTICLE 11. AMENDMENTS

Except as otherwise provided elsewhere, these By Laws may be amended in the following manner:

11.1 NOTICE: Notice of the subject matter for proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

11.2 ADOPTION: A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Executive Board of Directors, or by not less than one-third (1/3) of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval, in writing, provided that approval is delivered to the Secretary at or prior to the meeting. The approvals must be either:

a. Not less than 66 2/3% of the entire membership of the Board of Directors and by not less than a majority of the entire membership of the association; or

b. By not less than 75% of the votes in the entire membership of the Association.

11.3 No By Laws shall be revised or amended by reference to its title or number only. Proposals to amend existing By Laws shall contain the full text of the By Laws to be amended; new words shall be inserted in the text underlined and the words to be deleted shall be drawn through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but instead,

a notation must be inserted immediately preceding the proposed amendment in substantially the following language:

"Substantial rewording of By Laws.

See By Law . . . for present text."

Non material errors or omissions in the By Law process shall not invalidate and otherwise properly promulgate amendment.

These By-Laws are understood to be automatically amended to cover the additional units and their percentage ownerships as it affects each and every right of voting as contained herein which may be caused by the Developer adding additional real estate or converting real estate or withdrawing real estate from the project. Any conflict herein with the Declaration of Condominium shall be interpreted in such manner that the Declaration shall prevail. No amendment shall be made that is in conflict with the Articles or the Declaration.

11.4 PROVISO:

a. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagee of units, without the consent of said Developer and mortgage in each instance. Further, no amendment may be adopted which would in any way affect, eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees for the expansion of this project condominium by the additional real estate being added to the condominium, the converting of real estate to the condominium or the withdrawal of real estate

to the condominium. Further, no amendment shall be made that is in conflict with the Articles or the Declaration.

b. Any amendment which would affect the surface water management system, including but not limited to, drainage easement and the water management portion of the common elements, must have the approval of the TANGLEWOOD MANOR CONDOMINIUM UNIT OWNERS' ASSOCIATION.

ARTICLE 12. COMPLIANCE AND DEFAULT

12.1 VIOLATIONS: In the event of a violation (other than the nonpayment of an assessment), by an owner of any of the provisions of the Declaration, By Laws, Rules & Regulations, or the Act, the corporation, by direction of its Board, shall notify the owner of said breach by written notice, transmitted to the owner at his unit by certified mail. If such violation shall continue for a period of thirty (30) days from the date of mailing of the notice, the corporation shall have the right to treat such violation as an intentional, material, breach of the Declaration, By Laws, Rules & Regulations, or the Act, and the corporation shall then, at its option, have the following elections:

- a. To commence an action in equity, to enforce performance on the part of the owner; or
- b. To commence an action at law to recover its damages; or
- c. To commence an action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief. Upon finding by a court that the owner was in violation of any of the provisions of the above mentioned documents, the owner

shall reimburse the corporation for its reasonable attorney's fees, incurred in bringing such action. Failure on the part of the corporation to commence an action at law or in equity within sixty (60) days from the date of the receipt of a written request, signed by an owner, sent to the Board, shall authorize any owner to bring action in equity or suit at law, relating to an alleged violation, in the manner provided for by the Act. Any violations which are deemed by the Board to be a hazard to public health or safety, may be corrected by the corporation immediately as an emergency matter. The cost thereof, shall be charged to the owner as a specific item, which shall, until paid in full, be a lien against his unit with the same force and effect as if the charge were made as part of the common expense.

12.2 VIOLATIONS (MONETARY): In the event an owner of a condominium parcel does not pay any sums, charges or assessments required to be paid to the corporation within thirty (30) days from the due date, the corporation, acting on its own behalf or through its Executive Board of Directors or manager, acting on behalf of the corporation, may foreclose the lien encumbering the condominium parcel created by non-payment of required monies in the same fashion as mortgage liens are foreclosed. The corporation shall be entitled to the appointment of a receiver if it so requests. The corporation shall have the right to bid on the condominium parcel at a foreclosure sale and to acquire, hold, mortgage and convey the same. In lieu of foreclosing its lien, the corporation may, through its Board of Directors or manager acting on behalf of the corporation, or on its own behalf, bring suit to recover a money judgment for any sums, charges or assessments required to be paid to the corporation without waiving its lien and securing the same. In any action either to foreclose its lien or to recover a money

judgment, brought by or on behalf of the corporation against a condominium parcel owner, the losing defendant shall pay the cost thereof, together with a reasonable attorney's fee.

inium parcel by reason of its

foreclosure, it shall offer said unit for sale and at such time as the sale is consummated, it shall deduct from such proceeds, all sums of money due it for monthly assessments and charges, all costs incurred in the bringing of the foreclosure suit, including the reasonable attorney's fees, and any and all expenses incurred in the resale of the condominium parcel, which shall include, but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the condominium parcel in question. All monies remaining after deducting the foregoing items of expenses, shall be returned to the former owner of the condominium parcel in question.

12.3 NEGLIGENCE OR CARELESSNESS OF AN OWNER: Each

owner shall be responsible for the expenses of any maintenance, repair, or replacement rendered necessary by his act, neglect or carelessness, or by the negligence of any member of his family, his or their quests, employees, agents, licensees, or lessees. Such liability shall be limited to the extent that such expense is not met by the proceeds of insurance carried by the corporation. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by an insurance company as to its rights of subrogation. Cost of any maintenance, repair or replacement performed, pursuant to this section, shall be charged to said owner as a specific item, which shall, until paid in full, be a lien against his unit with the same force and effect as if the charges were a part of the common expenses.

12.4 COSTS AND ATTORNEY'S FEES: In any proceeding arising because of an alleged default by an owner, the prevailing party shall be entitled to recover the costs of the proceedings and such reasonable attorney's fees as may be determined by the court.

12.5 NO WAIVER OF RIGHTS: The failure of the corporation or an owner to enforce any right, provision, covenant or condition which may be granted by the condominium document, shall not constitute a waiver of the right of the corporation or owner to enforce such right, provision, covenant or condition in the future.

12.6 ELECTION OF REMEDIES: All rights, remedies and privileges granted to the corporation or an owner pursuant to any terms, provisions, covenants or conditions of the condominium documents, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude that the party thus exercising the same or from exercising such other additional rights, remedies or privileges as may be granted by the condominium documents.

12.7 GENERALLY: Each owner of a condominium parcel, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy utilized by the corporation and regardless of the availability of other adequate legal procedures. It is the intent of all owners of a condominium parcel to give to the corporation a method and procedure which will enable it at all times to operate on a businesslike basis, to collect those monies due and owing it from owners of condominium parcels, and to preserve each other's right to enjoy his unit, free from unreasonable restraint and nuisance.

ARTICLE 13. INDEMNIFICATION

13.1 Every director and officer of the corporation shall be indemnified by the corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or settlement thereof in which he may become involved, by reason of his being or having been a director or officer of the corporation. This indemnification shall apply whether or not he is a director or officer at the time such liabilities or expenses are incurred, except in cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. In the event of a settlement, the indemnification established herein shall apply only when the Board approves such settlement and reimbursement. The foregoing right of indemnification shall be in addition to and not exclusive of any other rights of indemnification to which such director or officer may be entitled.

ARTICLE 14. LIABILITIES SURVIVE TERMINATION OF MEMBERSHIP

14.1 The termination of membership in the corporation shall not relieve or release any former owner or member from any liability or obligation incurred under or in any way connected with the condominium during the period of ownership and membership, or impair any rights or remedies which the corporation may have against such former owner and member, arising out of, or which is in any way connected with, such ownership and membership.

ARTICLE 15. LIMITATION OF LIABILITY

15.1 Notwithstanding the duty of the corporation to maintain or repair parts of the property, the corporation shall not be liable for injury or damage caused by a latent

condition in the property, nor for injury or damage caused by a latent condition in the property, nor for injury or damage caused by the elements, or other owners or persons.

ARTICLE 16. LIENS

16.1 PROTECTION OF PROPERTY: All liens against units, other than permitted mortgages, taxes or assessments, shall be satisfied or otherwise removed within thirty (30) days of the date the lien attaches. All taxes and special assessments shall be paid before becoming delinquent as provided in the condominium documents or By Laws, whichever is sooner.

16.2 NOTICE OF LIEN: An owner shall give notice to the corporation of every lien upon his unit, other than for permitted mortgages, taxes and special assessments, within five (5) days after the attachment of the said lien.

16.3 NOTICE OF SUIT: An owner shall give notice of the corporation of every suit or other proceeding which will or may effect title to his unit or any part of the property, such notices to be given within five (5) days after the owner receives notice thereof.

16.4 FAILURE TO COMPLY WITH THIS ARTICLE: Failure to comply with this article concerning lands shall not effect the validity of any judicial sale.

16.5 PERMITTED MORTGAGE REGISTER: The corporation shall maintain a register of all permitted mortgages, and at the request of a mortgagee, the corporation shall forward copies of all notices for unpaid assessments or violations served upon an owner to said mortgagee. If a register is maintained, the corporation may make such charge as it deems appropriate against the applicable unit for supplying the information provided herein.

ARTICLE 17. SEAL

17.1 The seal of the corporation shall have inscribed thereon the name of the corporation, the year of its organization, and the words, "nonprofit". Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

ARTICLE 18. CONSTRUCTION

18.1 Whenever the masculine, singular form of the pronoun is used by these By Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the content so requires. Should any of the covenants herein imposed be void or become unenforceable in law or in equity, the remaining provisions of this instrument shall, nevertheless, be and remain in full force and effect.

ARTICLE 19. CONFLICT

19.1 If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these By Laws or the Declaration of Condominium, the provisions of the Declaration shall prevail.

ARTICLE 20. CAPTIONS

20.1 The captions herein are inserted only as a matter of convenience and for reference, and in no way, define, limit or describe the scope of these By Laws or the intent of any provisions hereof.

APPROVED AND DECLARED, AS THE BY LAWS OF THE

TANGLEWOOD MANOR CONDOMINIUM UNIT OWNERS' ASSOCIATION, this 12 day
of March, 1999.

ATTEST:

TANGLEWOOD MANOR CONDOMINIUM
UNIT OWNERS' ASSOCIATION

By: _____
Secretary

By: [Signature]
President

PUBLIC OFFERING STATEMENT
TANGLEWOOD MANOR,
A Condominium

NOTICE

1. UNDER THE LAW A PURCHASER OF A CONDOMINIUM UNIT IS AFFORDED A 15 DAY PERIOD DURING WHICH HE OR SHE MAY CANCEL AN EXECUTED CONTRACT OF SALE WITHOUT PENALTY AND OBTAIN FULL REFUND OF ANY SUMS DEPOSITED IN CONNECTION WITH THE CONTRACT. THE 15 DAY PERIOD BEGINS ON THE DATE OF THE DELIVERY OF A PUBLIC OFFERING STATEMENT. IF THE PURCHASER ELECTS TO CANCEL, HE OR SHE MUST DELIVER NOTICE OF CANCELLATION TO THE DECLARANT BY HAND (IN WHICH CASE, EVIDENCE OF RECEIPT SHOULD BE OBTAINED) OR BY UNITED STATES MAIL, RETURN RECEIPT REQUESTED.

2. IF THE DECLARANT FAILS TO PROVIDE A PUBLIC OFFERING STATEMENT TO A PURCHASER BEFORE CONVEYING A UNIT, THAT PURCHASER MAY RECOVER FROM THE DECLARANT, IN ADDITION TO ANY OTHER RELIEF, AN AMOUNT EQUAL TO THE GREATER OF 5% OF SALE PRICE OF THE UNIT UP TO \$2,000.00 OR ACTUAL DAMAGES.

3. IF A PURCHASER RECEIVES THE PUBLIC OFFERING STATEMENT MORE THAN 15 DAYS BEFORE SIGNING A CONTRACT OF SALE, HE CANNOT CANCEL THE CONTRACT.

The following is a Public Offering Statement for Tanglewood Manor, a Condominium:

1. The name and principal address of the Declarant of the Condominium is: Sunrise Homes, Inc., 403 East Beaver Avenue, State College, PA. The units are located at Ferguson Township, Centre County, Pennsylvania.

2. A general description of the condominiums includes the types, number, and completion of construction; there are nineteen (19) buildings containing two (2) units for a total of thirty-eight (38) units. The number and the square footage of each are attached hereto, made a part hereof, and marked Exhibit "C." The style of the project is that of a residential condominium. The beginning date for construction was August 15, 1998, and it is expected that all units will be completed by August 15, 2000.

3. The total number of additional units that may be included: None.

4. Copies and a brief narrative description of the significant features of the Declaration, Rules and Regulations, and the copies of other pertinent documents: The Declaration and Rules and Regulations may be obtained from the realtor who is listing the condominium units for sale. The Declaration, which is recorded, generally provides for the sales of a Unit to any person, organization or entity. The Tanglewood Manor Condominiums are governed

by the Declaration and the Rules and Regulations of the Condominium Unit Owners' Association. Common elements are operated and controlled by the Condominium Association. There are common elements which all parties own and may use and there are limited common elements which only particular unit owners may have the right to use. The Condominium Association is operated by the Condominium Executive Board, the members of which are elected by the unit owners. Unit purchasers must finance the purchase of an individual unit through their own means. There is a monthly charge placed upon each unit owner for the upkeep and repair and the general maintenance of the condominium, which is initially estimated to be One Hundred Twenty-Five (\$125.00) Dollars per month. Real estate taxes will be invoiced directly to each individual unit by the Centre County Tax Assessment Office annually.

The units are to be used for residential purposes. Insurance is to be provided for all units, by the Association for which a charge will be included in the condominium fees. The unit owners may also separately insure their units, and must separately insure their private, personal property. The sale or resale of a unit is under and subject to the Declaration of Condominium, and the Rules and Regulations of the Condominium Association.

The Rules and Regulations and the By-laws of the Condominium Association provide for membership within the Association and state who may vote, who may hold office, or when persons are to be elected to the Executive Board, what the powers and duties of the Executive Board are, who the officers of the Association will be, when meetings with the Executive Board must be held and may be held, the fiscal, physical management of the organization, and a budget for the Condominium Association.

6. A current balance sheet and/or projected estimated budget for the Association is attached hereto and marked as Exhibit "A" for the first annual budget.

7. Services not reflected in the budget that the Declarant provides, which may become expenses of the Association: None.

8. Initial fee due from the purchaser at closing: Two (2) months' fee based upon One Hundred Twenty Five (\$125.00) Dollars per month upon the purchase of the unit is to be paid to the Condominium Association as an "initial capital payment". The Declarant shall deliver the funds so collected to the Association to provide the necessary working capital for the Unit Owners Association. The capitalization fee is refundable upon the sale and closing of a unit owner's condominium. These funds will be

replenished by the new purchaser at the time of closing at twice the rate of the future condominium fee.

In addition, a monthly fee will be paid each and every month thereafter to the Association starting at closing.

9. Description of liens, defects, or encumbrances affecting the title to the condominium: A mortgage between the Declarant and Corestates Bank, now Sovereign Bank, which is recorded in the Office of the Recorder of Deeds of Centre County. It is a first lien on the property. The mortgagor will release each unit on the sale of each unit by the payment of the appropriate amount by the Declarant to the mortgagee institution as agreed between them.

10. Financing offered by the Declarant: None.

11. Terms and significant limitations of any warranties provided by the Declarant: None.

12. Statement of judgments against the Association, pending suits for or against the Association, and status of lawsuits: None.

13. There are restraints on the use of the units as set forth in the Declaration of Condominium, which include: that all units are residential units only; that no television or radio antennae may be used or installed outside in any residential unit; that a unit may be leased subject to the Declaration of Condominium and the Rules and Regulations of the Unit Owners' Association; there are

restrictions on pets according to the Declaration and By-Laws. Any prospective purchaser should read the Declaration to specifically determine whether a use is permitted.

14. A description of the insurance coverage is provided in Exhibit "B" attached hereto and made a part hereof.

15. The current or expected fees or charges to be paid by unit owners for use of the common elements and other facilities are as follows: A monthly charge shall be levied by the Executive Board against each unit owner for the maintenance, repair and/or replacement of the common elements as directed by the Executive Board. The initial charge, until modified by the unit owners through their elected representatives, shall be One Hundred Twenty Five (\$125.00) Dollars per month for the operation of the Condominium Association and maintenance of common elements. The Declarant shall not pay the monthly condo fee until an occupancy permit for a unit is obtained.

16. Financial arrangements were made with Sovereign Bank for the mortgage money to provide for the construction of the condominium units. Any item labeled "MUST BE BUILT" on the Plats and Plans shall be financed from those funds.

17. The unusual and material circumstances, features and characteristics of the condominium units are: Each unit is designed for residential use.

18. There are provisions made in the budget for the Association for capital expenditures shown as "Reserve for Replacements".

19. The condition of all structural components and major utility installations on the property when constructed shall be new and in excellent condition. The useful life of the structure and any utilities serving the condominium is expected to be twenty (20) years. The estimated cost of replacement of the building with the units in current dollars is the market cost.

Dated: 3/12/99

TANGLEWOOD MANOR A CONDOMINIUM

BY:

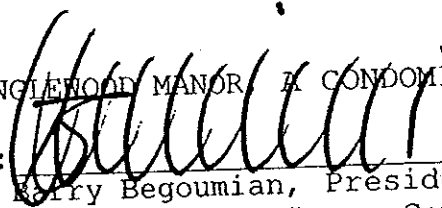

Perry Begoumian, President of
Sunrise Homes, Inc., General
Partner of Tanglewood Manor
Condominium Limited Partnership,
Declarant

EXHIBIT "A"

Balance Sheet/Budget

DESCRIPTION	YRLY CONTRACT	COST PER UNIT
		38 Units
	\$	\$ / Month
Clubhouse:		
General Maintenance	1,300.00	2.85
Gas	1,800.00	3.5
Water	710.00	1.55
Electric	1,500.00	3.28
Phone	242.00	0.53
Utilities:		
Trash	3,591.00	7.88
Water	6,475.00	14.19
Cable	Billed to Owners	0
Gas	Billed to Owners	0
Electric	Billed to Owners	0
Sewer	8,120.00	20
Telephone	Billed to Owners	0
Grounds:		
Mowing	7,000.00	15.35
Lawn Care / General	7,000.00	15.35
Snow Removal	6,000.00	13.15
Administrative:		
Bank Charges	130.00	0.28
Insurance	4,825.00	10.58
Professional	-	0
Miscellaneous	-	0
Property Taxes	Billed to Owners	0
SUBTOTAL	49,493.00	
Management Fee	2,662.38	5.83
Reserves/Replacement	4,437.30	9.73
TOTAL	56,592.66	124.05

SUMMARY OF INSURANCE COVERAGE

"EXHIBIT "B"

Description of Proposed Condominium Association Insurance

The Condominium Association will provide comprehensive insurance coverage for the buildings and personal property of the Association. The policy also provides comprehensive general liability coverage. Each association member will need insurance on the personal contents of his unit.

EXHIBIT "C"

Number of Unit and Square Footage

TANGLEWOOD MANOR, A CONDOMINIUM
2465 Circleville Road
State College, PA 16803

Unit Nos.		Approx. Gross Square feet
101	135	All units shall be between 1414 - 1825 sq ft, dependent upon building options chosen.
102	136	
103	137	
104	138	
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