# DECLARATION GREY STONE TOWNHOMES A CONDOMINIUM

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### DECLARATION

### GREY STONE TOWNHOMES

## A CONDOMINIUM

# ARTICLE I

## SUBMISSION: .

A. T. Swanson ("Declarant"), owner in fee simple of certain real estate described in Exhibit "A" attached hereto and made a part hereof, located in the Township of Ferguson, Centre County, Pennsylvania, hereby submits the real estate together with all easements, rights and appurtenances thereunto belonging and the buildings and improvements erected or to be erected thereon (collectively referred to as the "Property") to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. Section 3101 et seq. (the "Act"), and hereby creates with respect to the Property a condominium, to be known as Grey Stone Townhomes (the "Condominium").

### ARTICLE II

# DEFINITIONS:

- 2.1 <u>Capitalized Terms</u>. Capitalized terms not otherwise defined herein or in the Plats and Plans shall have the meanings specified or used in the Act.
- 2.2 <u>Defined Terms</u>. The following terms some of which are used or defined in general terms in the Act shall have specific meanings herein as follows:

- (a) "Additional Real Estate" shall nmean the certain parcel of real property situate in Ferguson Township Centre County, Pennsylvania, more specifically described Exhibit "B" attached hereto.
- (b) "Amendment" shall mean that amendment the Declaration or other condominium documents made accordance with Article VI hereof.
- (c) "Association" means the Unit Owners'
  Association of the Condominium and shall be known as
  "Grey Stone Townhomes Condominium Association."
- (d) "Buildings" means the seven (7) is dividual structures erected on the Property located at Bl Course Drive, State College, Centre County, Pennsylvania shown on the Plats and Plans, and containing the Units.
- (e) "By Laws" means such governing regulations as are adopted pursuant to the Pennsylvan Uniform Condominium Act for the regulation and management the Property including such amendments thereof as may adopted from time to time.
- (f) "Common Elements" means all portions the Property other than the Units and the Limited Common Elements, and shall include, but not be limited to: (i) the land on which the buildings are located and those portions the buildings as are not included in any Unit; (ii) the yards; (iii) insulation and systems as comprise all central services and utilities; (iv) all apparatus and installation

existing for common use; v) the foundations, structural parts, supports, main walls, roof, roof decks, sidewalks, planters and landscaping; vi) all other elements of each building necessary or convenient to its existence, management, operation, maintenance and safety, and normally in common use; and vii) such area and facilities as are so designated on the Declaration Plan;

- (g) "Common Expenses" means expenditures
  made or liabilities incurred by or on behalf of the Association other than individual Unit Expenses and Limited
  Common Expenses, together with any allocation to reserves and
  shall include, but not be limited to refuse removal, grounds
  keeping and maintenance repair and replacement of Common
  Elements.
- (h) "Common Expense Liability" means the liability for Common Expenses allocated to each Unit in accordance with its respective Percentage Interest.
- (i) "Common Expense Surplus" means the balance, if any of all common charges, income, profits and revenues from the Common Elements and facilities remaining after the deduction of Common Expenses.
- (j) "Condominium" means for the purposes of this Declaration, the Buildings located on the Property wherein an individual Unit Owner in fee simple is entitled to the exclusive ownership and possession of his Unit, and being entitled to an exclusive easement for the use of the Limited

Common Elements appurtenant to his Unit, and with each Unit Owner being entitled to an undivided interest in the Comme Elements and facilities of the entire Property included this Declaration.

- (k) "Condominium Documents" means the Declaration of Condominium, the By-Laws, the Declaration, and the rules and regulations promulgated by the Executive Board from time to time, any and all exhibits schedules and amendments to any of them.
- (1) "Executive Board" means the board of natural individuals of the number stated in the By-Laws we are residents of the Commonwealth of Pennsylvania and, excell for the initial Executive Board, the majority of which shall be Unit Owners, who shall manage the business, operation as affairs of the Association on behalf of the Unit Owners at in compliance with and subject to the provisions of the Pennsylvania Uniform Condominium Act, and who may take title to real or personal property as agent, nominee or trustee for the Association.
  - (m) "Declarant" means the Declarant described in Article I above and all successors to an Special Declarant Rights.
  - (n) "Limited Common Elements" means those portions of the Common Elements allocated to the exclusive use of a Unit pursuant to Section 3209 of the Act or the portions of fixtures lying partially within and partial

outside the designated boundaries of a Unit which serve only that Unit including but not limited to decks, patios, chutes, flues, ducts, wires, conduits, bearing walls, bearing columns pursuant to Section 3202(2) of the Act.

- (0) "Limited Common Expenses" means the expenses, charges and fees associated with the maintenance, repair, replacement and use of Limited Common Elements to be borne by the owner of the Unit which is allocated or served by the Limited Common Element.
- (p) "Majority of the Unit Owners" means the Owners of more than 50%, in the aggregate in interest, of the undivided ownership of the Common Elements as specified in the Declaration.
- (q) "Percentage Interest" means the undivided ownership interest appurtenant to each Unit in the Common Elements as set forth in Exhibit "D" attached; share of all votes of the Unit Owners and share of Common Expense Liability and surpluses.
- (r) "Person" means a natural individual,
  corporation, partnership, association, trustee or other legal
  entity.
- (s) "Plats and Plans" means the Plats and Plans attached hereto as Exhibit "C" and made a part hereof, as the same may be amended from time to time.
- (t) "Property" means and includes the Land, the Building, all improvements thereon all owned in fee

simple, and all easements, rights and appurtenances belong thereto and as further described in Article I of this Declation.

- (u) "Resident" means any occupant of a Unit either residing on the Property or occupying a Unit und written lease from a Unit Owner.
- (v) "Rules and Regulations" means such
  Rules and Regulations as are promulgated by the Executi
  Board from time to time with respect to the use and enjoyme
  of the Property.
- (w) "Unit" means a part of the Proper designated or intended for any type of independent use, which has a direct exit to a public street or way, or to a Comm Element or Common Elements leading to road or way, or to easement or right of way leading to a public street or wa and includes the proportioned undivided interests in the Common Elements, which is assigned thereto in this Declar tion or any amendments hereto or as further defined in the Act. Unit number means the number, letter or combination thereof designating a Unit in the plats and plans.
- (x) "Unit Expenses" means the expenses, charges and fees associated with the maintenance, repair replacement and use of the Unit and shall include but not limited to electricity, water, heat, air conditioning a telephone as set forth with more particularity at Article of the By-Laws.

(y) "Unit Owner" means the person or persons owning a Unit in fee simple including the Declarants.

# ARTICLE III

# ALLOCATION OF PERCENTAGE INTERESTS, VOTES AND COMMON EXPENSE LIABILITIES; UNIT IDENTIFICATION AND BOUNDARIES; MAINTENANCE RESPONSIBILITIES

- 3.1 Percentage Interests. Attached as Exhibit "D" hereto is a list of all units by their identifying Numbers and the Percentage Interest appurtenant to each Unit. The Condominium consists of units for residential use. The Percentage Interest shall determine the portion of the votes in the Association and the share of Common Expense Liability and Limited Commercial Expense Liability or Limited Residential Expense Liability and respective surpluses appurtenant to each Unit.
- 3.2 <u>Unit Boundaries.</u> Each Unit consists of the space within the following boundaries:
  - (a) Upper and Lower Horizontal Boundaries:
    The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the vertical boundaries:
    - (1) Upper Boundary: The horizontal plane of the upper surface of the plasterboard ceiling of the second story of the Unit.
    - (2) Lower Boundary: The horizontal plane of the top surface of the unfinished concrete

floor slab.

- (b) Vertical Boundaries: The vertical boundaries of the Unit shall be the vertical planes, extend, to intersections with each other and with the upper and low, boundaries, formed by the Unit-side surface of the exteriorally which do not separate the Unit from any other Unit, a of the Unit-side surface of the party walls which separate the Unit from other Units.
- Maintenance Responsibilities. Notwithstand the ownership of the various portions of the Common Elements the Units by virtue of the foregoing boundary descriptions, this Units, Common Elements and Limited Common Elements maintained and repaired by each Unit Owner and by the Association in accordance with the provisions of Sections 3307, 3208 and 33 of the Act, except as expressly set forth to the contrary herei All common expenses associated with the maintenance, repair a replacement of a Limited Common Element other than a drivewa balcony or patio shall be assessed as a Limited Expense allocat to the Unit or Units to which such Limited Common Element w assigned at the time the expense was incurred and in the sa proportion as the respective Percentage Interest of Ordinary maintenance and repair of any Limited Comm Elements shall be the responsibility of the owner of the Unit Structur which such Limited Common Element is appurtenant. repairs and/or replacements of the driveway, decks and patis shall be the responsibility of the Association, the cost to

charged as a Common Expense.

sion and Conversion of Units. Relocation of boundaries between Units and subdivision or conversion of Units will be permitted subject to compliance with the provisions therefor in Sections 3213 and 3215 of the Act, Section 8.1(b) of this Declaration and Sections 7.6 and Article 13 of the Bylaws and the Rules and Regulations of the Executive Board. Declarant expressly reserves the option to subdivide or combine any or all said Units into two (2) or more Units, Common Elements, or a combination of Units and Common Elements, provided that such subdivision or conversion by the Declarant pursuant to Section 3215(a) of the Act may not result in the creation of any additional Units.

# ARTICLE IV

# DESIGNATION OF RESERVED COMMON ELEMENTS

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

#### ARTICLE V

### EASEMENTS

. In addition to and in supplementation of the easement.

provided for in Section 3216, 3217 and 3218 of the Act, following easements are hereby created:

- 5.1 <u>Declarant's Use for Sales Purposes.</u> Declara shall have the right to maintain models, management offices a sales offices on the Property and to relocate such models, management offices and sales offices from time to time within the Property.
- 5.2 <u>Utility Easements.</u> The Units and Comm Elements shall be, and are hereby, made subject to easements favor of the Declarant, appropriate utility and service compani and governmental agencies or authorities for such utility a service lines and equipment as may be necessary or desirable serve any portion of the Property or Additional Property. easements created in this Section 5.2 shall include, limitation, rights of Declarant, or the providing utility service company, or governmental agency or authority to installing lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephore wires and equipment, television equipment and facilities (cable otherwise), electric wires, conduits and equipment and ducts are vents over, under, through, along and on the Units, Elements and Limited Common Elements. Notwithstanding foregoing provisions of this Section 5.2, unless approved writing by the Unit Owner or Unit Owners affected thereby, an such easement through a Unit shall be located within substantial the same location as such facilities or similar facilities existe

at the time of first conveyance of the Unit by the Declarant, or so as not to materially interfere with the use or occupancy of the Unit by its occupants.

Declarant's Easement to Correct Drainage.

Declarant reserves an easement on, over and under those portions of the Common Elements not located within the Building for the purpose of maintaining and correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created by this Section 5.3 expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, 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.

# 5.4 <u>Declarant's Easement for Development of</u> Additional Real Estate.

(a) Declarant reserves an easement on, over, and under those portions of the Common Elements not located within a Building which contains Units, for all purposes relating to the construction, development, leasing, and sale of improvements on the Additional Real Estate. This easement shall include, without limitation, the right of vehicular and pedestrian ingress and egress, the right to park motor vehicles and to engage in construction and marketing activities of any nature whatsoever, including the movement and storage of building materials and equipment, the conduct of sales, leasing and management activiti-

es, the maintenance of models and offices, and the erection maintenance of directional and promotional signs.

(b) The easement created by Paragraph 5.4(a) shatterminate upon the annexation of all of the Additional Real Estate to the Condominium. Declarant, upon the annexation of all of the Additional Real Estate to the Condominium, shall have the easyments and rights for construction and marketing activities will respect to the Condominium as are otherwise provided in the Additional Declaration.

#### ARTICLE VI

# AMENDMENT OF DECLARATION

- amended only in accordance with the procedures specified Section 3219 of the Act, the other Sections of the Act referred in Section 3219 thereof and the express provisions of this Declation.
- limitations imposed by Section 3221 of the Act and except as a forth below, no amendment of this Declaration may be made without the prior written approval of all record holders of first morting ges on Units if and to the extent that approval is required by the Act or if and to the extent that any amendment would have the effect of (a) terminating or abandoning the Condominium (except for termination or abandonment as a result of a taking of all the Units by eminent domain); (b) abandoning, encumbering, selling

or transferring the Common Elements; (c) partitioning or sub-dividing any Unit or the Common Elements except as expressly permitted herein; or (iv) changing the Percentage Interests of any Unit Owners. Such approval shall not be required with respect to any Amendment pursuant to Acticles VIII below. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed to be a transfer within the meaning of this Section.

### ARTICLE VII

# OPTION TO EXPAND CONDOMINIUM

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

Declarant makes no assurances Assurances. to location of Buildings or other improvements on the Addition At such time as the Condominium is expanded, Real Estate. maximum number of Units per acre on the Additional real Estate an aggregate shall be no more than ten (10) Units per acre. No of the Units that may be created on the Additional Real Estate be used for any purpose other than residential use. Any Buildin be constructed on the Additional Real Estate shall compatible in quality, size, materials and architectural sty with the Buildings and Units on the Property. Declarant express reserves the right to designate Common Elements in the Addition &: Real Estate which may be assigned subsequently as Limited Comme Declarant makes no assurance as to type, size, maximum number of Common Elements or Limited Common elements or proporti The reallocation of Per of Limited Common Elements to Units. centage Interests in the Additional Real Estate and the Proper shall be computed as provided in Paragraph 3.1 hereof by alloca All restrictions in this Declaration affecting us ing factors. occupancy or alienation of Units shall apply to Units created the Additional Real Estate. In the event that the Declarant share not add, or add then subsequently withdraws any portion of the Additional Real Estate, Declarant shall nevertheless have t right to construct all or any portion of any Building on the Red Estate described in Exhibit "B" and operate the same without restriction, except as set forth above.

All work done in combining such Units shall be at the sole cost and liability of the Units Owner carrying out such work;

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

Provided the conditions of this Article VII are satisfied, the required amendments to the Declaration and to the Declaration Plats and Plans with be made.

- 2. Interior partitions or walls may be moved in accordance with this Declaration or openings may be made thereto at the sole risk and expense of the Unit Owner as subject to this Declaration and the By-Laws and approval the Executive Board.
- (c) <u>Use of Common Elements.</u> The Common Elements shall be used only for the furnishing of the se vices of facilities for which they are reasonably suited at which are incidents of the use and occupancy of the Units.
- (d) <u>Maintenance and Repair of Common Elements</u>. 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 and this Declaration established and adopted pursuant to the provisions of sections.

3307 of the Act and of this Declaration which shall be recorded and as the same may be duly amended from time to time.



- (e) Reserve Funds. The Executive Board shall have the power to create contingency reserve funds which funds shall be used for the benefit of Unit Owners and to assess the Unit Owners for contributions to the contingency reserve funds in accordance with their percentage of ownership of the Common Elements.
- 8.2 <u>Use Restrictions</u>. The Property shall be subject to the following use restrictions:
  - (a) Residential Use. Except as expressly set forth herein, each Unit or two or more adjoining Units used together shall be used as a residence. The number of persons occupying any Unit shall not exceed the maximum number of occupants permitted under applicable laws or local ordinances. Except as set forth herein, no industry, business, trade or profession of any kind be it commercial, religious, educational or otherwise may be conducted, maintained or permitted in the Units.
  - (b) <u>Declarant's Use</u>. The Declarant shall have the irrevocable right to use his Units for sales or administrative purposes, until he has conveyed title to the last Unit. This right shall not be subject to amendment or modification by the Unit Owners.
    - (C) Aesthetics. Each Unit Owner shall

maintain the interior of his Unit in good condition, or and repair, at his own expense. No Unit Owner may pai decorate or otherwise alter or modify in any way the outs of his Unit, or install outside of his Unit any cano awning, covering, radio or television antenna, including sattelite receiver, dish or structure, or addition of kind whatsoever withoute prior written consent of the Exertive Board.

- shall not cause or permit anything to be hung or displayed the outside of windows or placed on the outside walls of of the Buildings and no sign, awning, canopies, shutters, radio or television antennas shall be fixed or placed up the exterior walls or roofs or any part thereof without the prior written consent of the Executive Board; provide however, until such time as it has conveyed title to the laturation, the Declarant shall have the irrevocable right display signs pertaining to the sale of the Units withing on the outside of the Buildings, and this right shall be subject to amendment or modification by the Unit Owners.
- (e) <u>Pets</u>. Each Unit owner may keep with each Unit no more than two (2) domestic animals such as dog, cat or bird. Except as set forth above, no animals any kind shall be raised, bred or kept in a Unit or in Common Elements or elsewhere on the Property.
  - (f) Offensive Activities. No noxious or

offensive activity shall be carried on in any Unit or elsewhere on the Property nor shall anything be done therein either willfully or negligently which may or become an annoyance or nuisance to the other Unit Owners or Residents.

- (g) Exposure of Objects. No clothing, sheets, blankets, articles of any kind or any other articles may be hung or exposed in or on any part of the Common Elements or Limited Common Elements.
- (h) <u>Leasing</u>. A Unit Owner may lease his Unit (but not less than his entire Unit) at any time only under the conditions as herein stated:
  - (i) No Unit may be leased for transient or hotel purposes or for a term of less than one (1) year;
  - (ii) No Unit may be leased without a written lease;
  - (iii) No Unit may be leased without a copy of such lease furnished to the Executive Board within ten (10) days after the execution thereof and be subject to said approval of the Executive Board.
  - (iv) No animals or pets will be permitted to any lessee.
  - (v) Units shall be occupied by no more than the maximum number of persons permitted under law; and the right of any lessee of the Unit shall be subject to, and each such lessee shall be bound by the covenants, conditions and restrictions set forth in the Declara-

tion, By-Laws and rules and regulations and any defauthereunder shall constitute a default under the least provided, however, that the foregoing shall not import any direct liability on any lessee of a Unit to pay a Common Expense assessments on behalf of the Owner that Unit.

- Without the prior write Insurance. (i)consent of the Executive Board, nothing shall be done or ka in any Unit or elsewhere on the Property which will increa the rate of insurance of the Buildings or the conten thereof beyond the normal rates applicable for its use. Unit Owner shall permit anything to be done or kept in Unit or elsewhere on the Property which would result in t cancellation of insurance on any portion of the Building the contents thereof, or which will be in violation of a No refuse shall be permitted in the Common Elements Limited Common Elements, wxcpet for trash containers place outside of the Units no more than twenty-four (24) how be prior to the scheduled pick-up. There shall or Limited Com Elements obstruction of the Common Elements, nor shall anything be stored in those areas with the prior written consent of the Executive Board except herein expressly provided.
- (j) <u>Electricity</u>. No one may overload electrical wiring of the buildings or operate any machine appliance, accessories or equipment in such manner as

cause, in the judgment of the Executive Board, an unreasonable disturbance. This restriction includes the operation of high speed machinery or radio devices which disturbs television reception.

- (k) <u>Parking Areas.</u> Except for motor vehicles of the type normally used for personal, daily transportation, no vehicles or other property including, but not limited to, motor homes, trailers, boats, dump trucks or heavy commercial vehicles may be parked or stored in driveways or parking areas.
- (1) <u>Temporary Structures</u>. No trailer, tent, storage shack or other temporary structure may be maintained on the Property, other than what has been or shall be constructed on the Property by the Declarant as set forth in the Declaration Plan.
- (m) <u>Fences and Clotheslines</u>. There shall be no fences, walls or similar structures erected or maintained on the Property, except as placed by the Declarant in his sole discretion or permitted by the Executive Board. There shall be no outside clotheslines permitted on the Property.
- (n) <u>Use of Common Elements</u>. The Common Elements or Common Areas may be used by all Unit Owners and/or their tenants, assigns, successors in interest, family members, guests, and invitees, subject to the By-Laws, Rules and Regulations and such further rules and regulations as may be established from time to time by the Executive Board.

Each Unit owner may use the Common Elements in accordance with the purposes for which the Common Elements are interwithout hindering or encroaching upon the lawful rights other Unit owners, and subject to the provisions hereof, By-laws, and rules and regulations of the Executive Board.

- (0) Access to Public Roads. Under no cumstances shall any Unit Owner's right of ingress or egal or right of access to and from any public area, public roor over Common Elements, Common Areas and lands be impaid where the same has been designated for such use on Declaration Plan.
- (p) Powers of the Executive Board. Executive Board shall have the power to make such rules regulations as may be necessary to carry out the intent these restrictions, and shall have the right to bring suit enforce the provisions of this Declaration, the By-Laws! the rules and regulations promulgated by the Executive Bod The Executive Board shall further have the right to fines for violations of the provisions of this Declarati the By-Laws and the rules and regulations promulgated by Executive Board; any Unit Owner determined to be in violated of this Declaration, the By-Laws and rules and regulati promulgated by the Executive Board shall pay all attorned fees and costs incurred by the Executive Board in the forcement of the same against the Unit Owner and any levied by the Executive Board, provided that the fine for

single violation may not, under any circumstances, exceed \$10.00. For each day a violation continues after notice, it shall be considered a separate violation. Any fine so levied is to be considered as a Common Expense to be levied against a particular Unit Owner involved, and collection may be enforced by the Executive Board in the same manner as the Executive Board is entitled to enforce collections of Common Expense.

#### ARTICLE IX

# BUDGETS; COMMON EXPENSES; ASSESSMENTS

# AND ENFORCEMENT

- 9.1 Monthly Payments. All Common Expense, and Limited Expense assessments made in order to meet the requirements of the Association's annual budget shall be deemed to be adopted and assessed against the Residential Unit Owners on a monthly basis (rather than on an annual basis payable in monthly installments) and shall be due and payable in advance, on the first day of each month, as determined by the Executive Board.
- 9.2 <u>Subordination of Certain Charges</u>. Any fees, charges, late charges, fines and interest which may be levied by the Executive Board pursuant to Sections 3302(a) (1), (11) and (12) of the Act, shall be subordinate to the lien of a Permitted Mortgage on a Unit.

# ARTICLE X

# RIGHTS OF PERMITTED MORTGAGES

- written request of a holder of a mortgage on a Unit or its se icer to the Executive Board, the mortgagee shall be entitled receive some or all of the following as designated in the reque
  - (a) Copies of budgets, notices of assessment, or any other notices or statements provided un this Declaration by the Executive Board to the Owner of Unit covered by the mortgage.
  - (b) Any audited or unaudited financial statements of the Association which are prepared for Association and distributed to the Unit Owners;
  - (c) Copies of notices of meetings of the Unit Owners and the right to designate a representative attend such meetings;
  - (d) Notices of the decision of the Unit
    Owners to make any material amendment to this Declaration;
  - (e) Notice of substantial damage to destruction of any Unit (the repair of which would cost excess of \$1,000.00) or any part of the Common Elements (repair of which would cost in excess of \$10,000.00).
  - (f) Notice of the commencement of any condemnation or eminent domain proceedings with respect any of the Property;
    - (g) Notice of any default by the owner of

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

- gagee or its servicer shall specify which of the above items it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Executive Board. The Executive Board need not inquire into the validity of any request made by a mortgagee hereunder.
- 10.3 <u>Non-Compliance</u>. Failure to comply with the requirements set forth herein or in the By-Laws or rules and regulations shall in no way invalidate otherwise proper actions of the Association and the Executive Board.

#### ARTICLE XI

# DECLARANT'S RIGHTS

Until the first meeting of the Association which shall be held within sixty (60) days after conveyance of seventy-five (75%) percent of the units to Unit Owners other than Declarant, or two (2) years after the recording of this Declaration, whichever shall first occur, Declarant shall have the right to appoint any and all officers and members of the Executive Board.

# ARTICLE XII

# LIMITATION OF LIABILITY

- 12.1 <u>Limited Liability of the Executive Boat</u>

  The Executive Board, and its members in their capacity as member officers and employees:
  - (a) Shall not be liable for the failure of any service to be obtained by the Executive Board and p for by the Association, or for injury or damage to persons property caused by the elements or by another Unit Owner Person on the Property, or resulting from electricity, q water, rain, dust or sand which may leak or flow from outside or from any part of the Building, or from any of pipes, drains, conduits, appliances, or equipment, or f any other place unless in each such instance such injury damage has been caused by the willful misconduct or ginegligence of the Association or the Executive Board;
  - (b) Shall not be liable to the Unit Owners as a result of the performance of the Executive Board bers' duties for any mistake of judgment, negligence otherwise, except for the Executive Board members' willful misconduct or gross negligence;
  - (c) Shall have no personal liability in contract to a Unit Owner or any other person or entity us any agreement, check, contract, deed, lease, mortgoinstrument or transaction entered into by them on behalf the Executive Board or the Association in the performance

the Executive Board members' duties;

- (d) Shall not be liable to a Unit Owner, or such Unit Owner's tenants, employees, agents, customers or guests, for loss or damage caused by theft or damage to personal property left by such Unit Owner or his tenants, employees, agents, customers or guests in a Unit, or in or on the Common Elements or elsewhere on the Property, except for the Executive Board members' own willful misconduct or gross negligence;
- (e) Shall have no personal liability in tort to a Unit Owner or any other person or entity, direct or imputed, by virtue of acts performed by or for them, except for the Executive Board members' own willful misconduct or gross negligence in the performance of their duties; and
- out of the use, misuse or condition of the Building, or which might in any other way be assessed against or imputed to the Executive Board members, as a result or by virtue of their performance of their duties, except for the Executive Board members' own willful misconduct or gross negligence.
- 12.2 <u>Indemnification</u>. Each member of the Executive Board, in his capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being or having

been a member and/or officer of the Executive Board, or settlement of any such proceeding, whether or not he is an Exe tive Board member, officer or both at the time such expenses incurred, except in such cases wherein such Executive Board men and/or officer is adjudged guilty of willful misconduct or gr negligence in the performance of his duties; provided that, in event of a settlement, this indemnification shall apply only and when the Executive Board (with the affected member abstain if he is then an Executive Board member) approves such settlem and reimbursement as being in the best interests of the Assoc tion; and provided further that indemnification hereunder w respect to any criminal action or proceeding is permitted only such Exacutive Board member and/or officer has no reasonable ca to believe his conduct was unlawful. The indemnification by Unit Owners set forth in this Section 12.2 shall be paid by Association on behalf of the Unit Owners and shall constitute Common Expense and shall be assessed and collectible as su Such right of indemnification shall not be deemed exclusive of other rights to which such Executive Board member and/or offi may be entitled as a matter of law or agreement or by vote of Unit Owners or otherwise.

against the Association, the Executive Board or the office employers or agents thereof in their respective capacities such, or the Condominium as a whole, shall be directed to Executive Board of the Association, which shall promptly 9

written notice thereof to the Unit Owners and the holders of any mortgages on Units and such complaints shall be defended by the The Unit Owners and the holders of mortgages on Association. Units shall have no right to participate in such defense other than through the Association.

IN WITNESS WHEREOF, the said Declarant has executed these presents on this 17 day of Mry, 1988.

A. T. Swanson

# COMMONWEALTH OF PENNSYLVANIA COUNTY OF CENTRE

I, Ithul ( 16 to 1

Given under my hand and notorial seal this 17 day

Notary Bublic

Notary Dublic My Commission Expires:

KATHY L. HOSTERMAN, Notary Public State College, Centre County, Pa. My Commission Expires Jan. 16, 1989

# EXHIBIT "A"

ALL that certain tract of land situate in Ferguson Township, Centre County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at an iron pin lying in a northerly corner of Lot No. 11 and lying in a southerly right-of-way of Blue Course Drive (60 foot right-of-way); thence along said right-of-way North 74 degrees 00 minutes 00 seconds East 187.62 feet to an iron pin; thence continuing along said right-of-way along a curve to the right having a chord bearing of North 84 degrees 55 minutes 39 seconds East, a chord distance of 178.19 feet, a radius of 470.00 feet, and an arc distance of 179.29 feet to an iron pin lying in a right-of-way given by the State College Borough for Blue Course Drive (90 foot right-of-way) and lying in a westerly line of the Borough of state College and Ferguson Township; thence along said line, South 37 degrees 44 minutes 43 seconds East 10.60 feet to an iron pin; thence along lands owned now or formerly by Orchard Park Village Subdivision (P.B. 27, page 4), South 37 degrees 13 minutes 30 seconds East 368.44 feet to an iron pin being a northerly corner of Lot No. 26; thence along Lot No. 26, South 39 degrees 24 minutes 20 seconds West 269.90 feet to an iron pin; thence continuing South 14 degrees 37 minutes 19 seconds West 43.32 feet to an iron pin being a westerly corner of Lot No. 26 and lying in a northerly right-of-way of Shellers Bend; thence along said right-of-way North 75 degrees 22 minutes 41 seconds West 50.00 feet to an iron pin lying in said right-of-way and being a southerly corner of Lot No. 17; thence along Lot No. 17, North 14 degrees 37 minutes 19 seconds East 110.00 feet to an iron pin being an easterly corner of Lot No. 17; thence along Lot No. 17, North 75 degrees 22 minutes 41 seconds West 47.08 feet to an iron pin; thence continuing along Lot Nos. 17, 16, 15, 14, 13, 12 and 11 along a curve to the right having a chord bearing of North 45 degrees 41 minutes 20 seconds West, a chord distance of 460.62 feet, a radius of 465.00 feet and an arc distance of 481.90 feet to an iron pin being an easterly corner of Lot No. 11; thence along Lot No. 11, North 16 degrees 00 minutes 00 seconds West 33.32 feet to an iron pin, being the place of beginning.

CONTAINING 3.922 acres.

BEING Lot No. 10 as shown on the Revised Final Plan, Phase I, Haymarkat Subdivision, Single Family/Two Family Residential Development, dated \_\_\_\_\_ day of \_\_\_\_\_, 1987 and recorded in Plat Book \_\_\_\_, at page \_\_\_.

Lot No. 10 is subject to a ten (10') foot permanent utility easement along its northerly, westerly and southerly boundaries, a twenty (20') foot public utility easement and bike path access

# EXHIBIT "B"

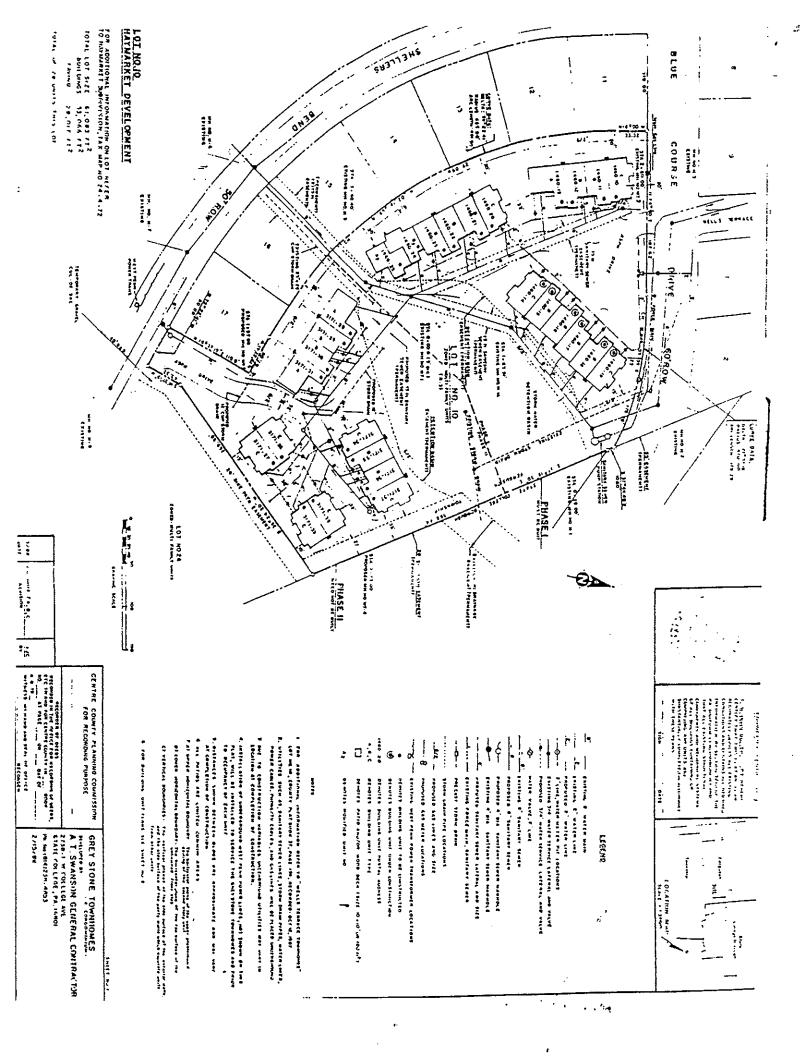
ALL that certain tract of land situated in Ferguson Township, Centre County, Pennsylvania, being Parcel No. 26R as shown on the Haymarket Subdivision, Single-Family/Two Family Residential Development, Preliminary Plan, revised April 29, 1987 by Uni-Tec., Inc., State College, PA., and being bounded and described as follows:

BEGINNING at a pin lying on the Northerly R/W of Shellers Bend (50' R/W) and also being the corner of Lot No. 27; thence along said R/W of Shellers Bend, by a 271.81 feet radius curve to the left, Long Chord being, North 41 degrees 29 minutes 18 seconds West a distance of 303.12 feet to a pin lying on the Northerly R/W of Shellers Bend; thence continuing along said R/W of Shellers Bend, North 75 degrees 22 minutes 41 seconds West a distance of 32.92 feet to a pin lying on the T/W of Shellers Bend and being the Southerly corner of Tract No 1, a 20' bike path; thence along Tract No. 1 (20' bike path), North 14 degrees 37 minutes 19 seconds East a distance of 38.92 feet to a pin; thence continuing along Tract No. 1 (20' bike path) North 39 degrees 24 minutes 20 seconds East a distance of 260.75 feet to a pin being an Easterly corner of Tract No. 1 (20' bike path) and lying on he Westerly line of lands now or formerly owned by Orchard Park Village subdivision and also being a Westerly line of the Stat College Borough/Ferguson Township line; thence along said line, South 37 degrees 13 minutes 30 seconds Last a distance of 464.49 fact to a pin lying in said line and also being a Northerly corner of Lot No. 27; thence along Lot No. 27 South 52 degrees 46 minutes 30 seconds West a distance of 150.00 feet to a pin; thence continuing along Lot No. 27, South 82 degrees 24 minutes 05 seconds West a distance of 105.17 feet to a pin on the Northerly R/W of Shellers Bend and being the place of beginning.

CONTAINING 2.571 acres

# EXHIBIT C

# PLATS AND PLANS



# GREY STONE TOWNHOMES

# PERCENTAGE INTERESTS IN COMMON ELEMENTS

Unit No.	Percentage Interest in Common Elements	No. of Votes
	. •	=======================================
1460-10	3.57%	1
1460-11	3.57%	1
1460-12	3.57%	1
1460-13	3.57%	1
1460-14	3.57%	1
1460-15	3.57%	1
1460-16	3.57%	1 1
1460-17	3.57%	1
1460-18	3.57%	± 1
1460-19	3.57%	1
1460-20	3.57%	1 1 1 1 1
1460-21	3.57%	1
1460-22	3.57%	1
1460-23	3.57%	1
1460-24	3.57%	1
1460-25	3.57%	1
3171-26	3.57%	1
3171-27	1.57%	1
3171-28	3.57%	1
3171-29	3.57%	1
3171-30	3.57%	1 1
3171-31	3.57%	1
3171-32	3.57%	
3171-33	3.57%	1
3171-34	3.57%	1
3171-35	3.57%	1
3171-36	3.57%	1
3171-37	3.57%	1
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