

ENTERED FOR RECORD

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WILLIAM H. PETERS  
RECORDER OF DEEDS

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AMENDMENT TO DECLARATION OF CONDOMINIUM

MIDTOWN SQUARE - A CONDOMINIUM

JANUARY 25, 1988

Recorded in the office for the recording  
of Deeds, etc in and for Centre County  
in ~~14~~ Book No. 207 at page 517  
29 day of Jan A. D. 1988  
Witness my hand and seal of office

*Hy. M. Peters*  
Recorder

AMENDMENT TO DECLARATION OF CONDOMINIUM

MIDTOWN SQUARE - A CONDOMINIUM

JANUARY 25, 1988

This Amendment to the Declaration of Condominium of Midtown Square, A Condominium (as recorded on June 12, 1987, in Miscellaneous Book Volume 200 at Page 1033; and in the Plats and Plans recorded May 28, 1987, in Plat Book 37 at Pages 20-25, and amended in the Plats and Plans recorded in Plat Book 37 at Pages 52-57) is approved pursuant to Section 3209(b) of the Act, providing for a reallocation of Limited Common Elements by execution of this Amendment by all Unit Owners between or among whose units this reallocation is made.

Specifically, the Amendment provided for herein and hereby approved is as follows:

1) Article II, Section 2.2 Defined terms. is amended as follows:

A) Sections (p) and (q) are amended to read:

(p) "Limited Commercial-Office Elements" means all Common Elements allocated for the exclusive use of the Commercial-Office Units except for the elevator and lobby serving Commercial-Office Units on the second, third and fourth floors of the Commercial-Office Tower and for any Commercial-Office Unit(s)

located at 112 West Foster Avenue.

(q) "Limited Commercial-Office Expenses" means the expenses, charges and fees associated with the maintenance, repair and replacement of Limited Commercial-Office Elements, including, but not limited to the stairwells in the Commercial-Office Tower including the 112 West Foster Avenue front stairtower, and all electrical, plumbing and HVAC systems and the roofs, except for the Residential Tower and 112 West Foster Avenue.

B) New Sections (xx), (yy), (zz) and (aaa) are added to read:

(xx) "Limited Commercial-Office Tower Elements" means all Common Elements allocated for the exclusive use of the Commercial-Office Units on the second, third and fourth floor of the Commercial-Office Tower, specifically the elevator and lobby serving the second, third and fourth floor Commercial-Office Units.

(yy) "Limited Commercial-Office Tower Expenses" means the expenses, charges, and fees associated with the maintenance, repair, and replacement of Limited Commercial-Office Tower Elements, specifically the elevator and lobby serving the Commercial-Office Tower.

(zz) "Limited Commercial-Office Tower Expense Liability" means the liability for Limited Commercial-Office Tower Expenses allocated to each Commercial-Office Unit on the second, third and fourth floors of the Commercial-Office Tower in accordance with its respective Percentage Interest in the Limited Commercial-

Office Tower Elements.

(aaa) "Limited Commercial-Office Tower Expense Surplus" means the balance, if any, of all Limited Commercial-Office Tower common charges, income, profits and revenues from the Limited Commercial-Office Tower Elements and facilities remaining after deduction of Limited Commercial-Office Tower Expenses.

2) Article III, Section 3.1. of this Declaration is hereby amended to read:

Section 3.1. Percentage Interests. Attached as "Exhibit C" hereto is a list of all units by their identifying numbers and the Percentage Interest appurtenant to each Unit. The Condominium consists of both Residential and Commercial-Office units. The Percentage Interest shall determine the portion of the votes in the Association and the share of Common Expense Liability and respective surpluses appurtenant to each Unit. A Unit's Percentage Interest in the Limited Residential Elements shall determine its share of Limited Residential Expense Liability and Surplus; A Unit's Percentage Interest in the Limited Commercial-Office Elements shall determine its share of Limited Commercial-Office Expense Liability and Surplus; A Unit's Percentage Interest in the Limited Commercial-Office Tower Elements shall determine its share of Limited Commercial-Office Tower Expense Liability and Surplus; A Unit's Percentage Interest in the Limited Residential and Commercial-Office Elements shall determine its share of Limited Residential and

Commercial-Office Expense Liability and surplus; A Unit's Percentage Interest in the Limited 112 West Foster Avenue Elements shall determine its share of Limited 112 West Foster Avenue Expense Liability and surplus; A Unit's Percentage Interest in the Limited Commercial-Office and 112 West Foster Avenue Elements, if any, shall determine its share of Limited Commercial-Office and 112 West Foster Avenue Expense Liability and surplus.

The Percentage Interest appurtenant to each Unit is determined on the basis of size, by dividing the size of each Unit by the aggregate sizes of all Units. The size of each Unit is the total number of square feet of floor space contained therein determined by reference to the dimensions shown on the Plats and Plans. Only Residential Units shall have a Percentage Interest in the Limited Residential Elements. To determine a Unit's Percentage Interest in the Limited Residential Elements, the size of each Residential Unit shall be divided by the aggregate size of all Residential Units. Only Commercial-Office Units, except for the Unit(s) at 112 West Foster Avenue, shall have a Percentage Interest in the Limited Commercial-Office Elements. To determine a Unit's Percentage Interest in the Limited Commercial-Office Elements, the size of each Commercial-Office Unit shall be divided by the aggregate size of all Commercial-Office Units. Only Commercial-Office Units on the second, third and fourth floors of the Commercial-Office Tower shall have a Percentage Interest in the

Limited Commercial-Office Tower Elements. To determine a Unit's Percentage Interest in the Limited Commercial-Office Tower Elements, the size of each Commercial-Office Unit on the second, third and fourth floors shall be divided by the aggregate size of all Commercial-Office Units on the second, third and fourth floors of the Commercial-Office Tower. Both Residential Units and Commercial-Office Units shall have a Percentage Interest in the Limited Residential and Commercial-Office Elements, except that no 112 West Foster Avenue Unit shall have a Percentage Interest therein. To determine a Unit's Percentage Interest in the Limited Residential and Commercial-Office Elements, the size of each Residential and Commercial-Office Unit shall be divided by the aggregate size of all Residential and Commercial-Office Units. Only the 112 West Foster Avenue Unit(s) shall have a Percentage Interest in the Limited 112 West Foster Avenue Elements, which shall be determined by dividing the size of each 112 West Foster Avenue Unit by the aggregate size of all 112 West Foster Avenue Unit(s). Both Commercial-Office and 112 West Foster Avenue Units shall have a Percentage Interest in the Limited Commercial-Office and 112 West Foster Avenue Elements, if any, but no Residential Unit shall have a Percentage Interest therein. To determine a Unit's Percentage Interest in the Limited Commercial-Office and 112 West Foster Avenue Elements, the size of each Commercial-Office and 112 West Foster Avenue Unit shall be divided by the aggregate size of all Commercial-Office and 112 West Foster Avenue Units.

3. Article IV, Section 4.1. of this Declaration is amended to read:

Section 4.1. Designation of Limited Common Elements.

The Common Elements allocated to the Commercial-Office Units, Residential Units, and 112 West Foster Avenue Unit(s) as Limited Common Elements shall be as follows:

Commercial-Office Elements

electrical, plumbing, and HVAC systems, except for the residential tower and 112 West Foster Avenue;  
all roofs and roof decks except for residential tower and 112 West Foster Avenue;  
two stairwells in commercial-office tower;  
West Foster Avenue front stairtower;  
hallways in commercial-office tower;  
mechanical areas on floors of commercial-office tower.

Commercial-Office Tower Elements

elevator and lobby of commercial-office tower.

Residential Elements

elevator and lobby of residential tower;  
two stairwells in residential tower;  
roof for residential tower;  
electrical, plumbing and HVAC systems for the residential tower;  
hallways in residential tower;  
mechanical areas on floors of residential tower.

Residential and Commercial-Office Elements

all foundations, structural parts, supports, and main walls, except for 112 West Foster Avenue, landscaping and planters;  
parking areas (except for the 6 spaces allocated to 112 West Foster Avenue Unit(s)), and parking decks;  
mechanical areas except those within 112 West Foster Avenue or within residential or commercial towers;  
exterior walls and windows, except for 112 West Foster Avenue.

112 West Foster Avenue Elements

roof over 112 West Foster Avenue;  
basement and other mechanical/storage areas within 112 West Foster Avenue;  
six outside parking spaces directly to the rear of the 112 West Foster Avenue Unit.

Commercial-Office and 112 West Foster Avenue Elements

bearing wall of Foster Avenue front stairtower  
and foundation thereunder.

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

Declarants and all effected Unit Owners hereby agree that this Amendment to this Declaration shall supercede any and all previous allocations of the Limited Common Elements hereby reallocated, and any other non-conforming provisions of this Declaration are through this Amendment hereby amended to conform with this Amendment.



4) "Exhibit C", of this Declaration regarding Percentage Interests is amended in part to read:

MIDTOWN SQUARE

B. Commercial-Office Percentage Interests

<u>Unit No.</u>	<u>%</u>
Commercial-Office Suite 101	24.79
Commercial-Office Suite 102	17.69
Commercial-Office Suite 200	19.18
Commercial-Office Suite 300	19.18
Commercial-Office Suite 401	11.51
Commercial-Office Suite 402	<u>7.65</u>
TOTAL	100%

C. Commercial-Office Tower Percentage Interests

<u>Unit No.</u>	<u>%</u>
Commercial-Office Suite 200	33.33
Commercial-Office Suite 300	33.33
Commercial-Office Suite 401	20.03
Commercial-Office Suite 402	<u>13.31</u>
TOTAL	100%

D. 112 West Foster Avenue Percentage Interests

<u>Unit No.</u>	<u>%</u>
All property identified in "Exhibit D"	100%

IN WITNESS WHEREOF, the said Midtown Square Associates and Albert F. Williams and Jeanne L. Williams, John G. Black and Judith K. Black, owners of C-0 Unit 300 of Midtown Square, A Condominium, J. Lawrence Snavely and Mary P. Snavely and John L. Vidmar and Susan F. Vidmar, owners of C-0 Unit 401 of Midtown Square, A Condominium, and Donald E. Coyne, owner of C-0 Unit 402 of Midtown Square, A Condominium, have caused their names to be signed to these presents on this 26th day of January, 1988.

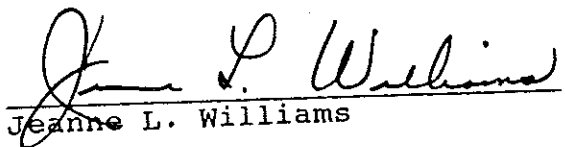
MIDTOWN SQUARE ASSOCIATES  
A Pennsylvania Partnership


 (SEAL)  
Donald E. Coyne, General Partner

 (SEAL)  
Albert F. Williams, General Partner

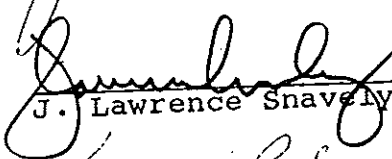
 (SEAL)  
Jeanne L. Williams, General Partner

 (SEAL)  
Albert F. Williams

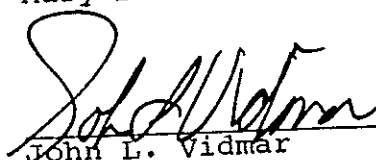
 (SEAL)  
Jeanne L. Williams

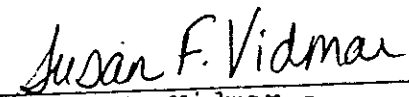
 (SEAL)  
John G. Black

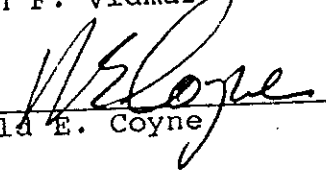
 (SEAL)  
Judith K. Black

 (SEAL)  
J. Lawrence Snavely

 (SEAL)  
Mary P. Snavely

 (SEAL)  
John L. Vidmar

 (SEAL)  
Susan F. Vidmar

 (SEAL)  
Donald E. Coyne

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CENTRE

:  
: SS  
:

I, Jean P. B. Harpster, a Notary Public in and for  
said County, in the State aforesaid, do hereby certify that Donald E.  
Coyne, Albert F. Williams and Jeanne L. Williams, whose names are  
subscribed to the foregoing Amendment to Declaration of Condominium  
as Declarants and General Partners of Midtown Square Associates,  
personally appeared before me this day, and they acknowledged and  
swore that they signed, sealed and delivered the said instrument as  
their free and voluntary act and deed for the uses and purposes  
therein set forth and that the statements herein contained are true.  
Given under my hand and notarial seal this 26th day of  
January, 1988.

Jean P. B. Harpster  
Notary Public

JEAN P. B. HARPSTER, NOTARY PUBLIC  
STATE COLLEGE BORO, CENTRE COUNTY  
MY COMMISSION EXPIRES MAY 20, 1991  
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA

:  
: SS  
:

COUNTY OF CENTRE

I, Jean P. B. Harpster a Notary Public in and for said County, in the State aforesaid, do hereby certify that Albert F. Williams and Jeanne L. Williams, individuals, whose names are subscribed to the foregoing Declaration of Condominium personally appeared before me this day, and they acknowledged and swore that they signed sealed and delivered the said instrument as their free and voluntary act and deed for the uses and purposes therein set forth and that the statements therein contained are true.

Given under my hand and notarial seal this 26th day of January, 1988.

Jean P. B. Harpster  
Notary Public

JEAN P. B. HARPSTER, NOTARY PUBLIC  
STATE COLLEGE BORO, CENTRE COUNTY  
MY COMMISSION EXPIRES MAY 20, 1991  
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA

:  
: SS  
:

COUNTY OF CENTRE

I, Jean P.B. Harpster a Notary Public in and for said County, in the State aforesaid, do hereby certify that John K. Black and Judith K. Black, individuals and owners of C-O Unit 304 of Midtown Square, A Condominium, whose names are subscribed to the foregoing Declaration of Condominium personally appeared before me this day, and they acknowledged and swore that they signed said and delivered the said instrument as their free and voluntary act and deed for the uses and purposes therein set forth and that the statements therein contained are true.

Given under my hand and notarial seal this 31st day of January, 1988.

Jean P.B. Harpster  
Notary Public

JEAN P. B. HARPSTER, NOTARY PUBLIC  
STATE COLLEGE BORO, CENTRE COUNTY  
MY COMMISSION EXPIRES MAY 20, 1991  
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA

:  
: SS  
:

COUNTY OF CENTRE

I, Jean P.B. Harpster a Notary Public in and for said County, in the State aforesaid, do hereby certify that J. Lawrence Snavelly and Mary P. Snavelly and John L. Vidmar and Susan F. Vidmar, individuals and owners of C-0 Unit 401 of Midtown Square, A Condominium, whose names are subscribed to the foregoing Declaration of Condominium personally appeared before me this day, and they acknowledged and swore that they signed sealed and delivered the said instrument as their free and voluntary act and deed for the uses and purposes therein set forth and that the statements therein contained are true.

Given under my hand and notarial seal this 27th day of January, 1988.

Jean P.B. Harpster  
Notary Public

JEAN P. B. HARPSTER, NOTARY PUBLIC  
STATE COLLEGE BORO. CENTRE COUNTY  
MY COMMISSION EXPIRES MAY 20, 1991  
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA

: SS

COUNTY OF CENTRE

I, Jean P. B. Harpster a Notary Public in and for said County, in the State aforesaid, do hereby certify that Donald E. Coyne, individual and owner of C-O Unit 402 of Midtown Square, A Condominium, whose name is subscribed to the foregoing Declaration of Condominium personally appeared before me this day, and he acknowledged and swore that he signed sealed and delivered the said instrument as their free and voluntary act and deed for the uses and purposes therein set forth and that the statements therein contained are true.

Given under my hand and notarial seal this 26th day of January, 1988.

Jean P. B. Harpster  
Notary Public

JEAN P. B. HARPSTER, NOTARY PUBLIC  
STATE COLLEGE BORO, CENTRE COUNTY  
MY COMMISSION EXPIRES MAY 20, 1991  
Member, Pennsylvania Association of Notaries

BOOK 215 PAGE 298

ENTERED : OF RECORD  
'88 DEC 13 PM 1 49  
HAZEL A. LEWERS  
RECORDER OF DEEDS  
CENTRE COUNTY

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM  
MIDTOWN SQUARE - A CONDOMINIUM  
DECEMBER 6, 1988

This Second Amendment to the Declaration of Condominium of Midtown Square, A Condominium (as recorded on June 12, 1987, in Miscellaneous Book Volume 200 at Page 1033 and as amended and recorded on January 29, 1988 in Miscellaneous Book Volume 207 at Page 517; and in the Plats and Plans recorded May 28, 1987, in Plat Book Volume 37 at Pages 20-25, and as amended in the Plats and Plans recorded in Plat Book Volume 37 at Pages 52-57, and as further amended in the Plats and Plans recorded in Plat Book Volume 38 at Pages 44-46, and and as further amended in the Plats and Plans recorded in Plat Book Volume 38 at Pages 103-105, and as further amended in the Plats and Plans recorded in Plat Book Volume 38 at Pages 234-237, and as further amended in the Plats and Plans recorded in Plat Book 39 at Pages 89-92) is approved by the Declarants, Midtown Square Associates and Albert F. Williams and Jeanne L. Williams, pursuant to Section 3208 of the Pennsylvania Uniform Condominium Act, and provides a clarification of the Percentage Interests of the Common Elements and Limited Common Elements of each Condominium Unit to



correspond to the various Plats and Plans and Amendments thereto previously recorded.

The Common Percentage Interests set forth 1) the Common Expense Liability and the Common Expense Surplus for all Units (except the 112 West Foster Avenue Unit which is excluded therefrom) and 2) the portions of the votes in the Condominium Association appurtenant to all Units (including the 112 West Foster Avenue Unit). This Amendment does not reallocate Common Elements and/or Limited Common Elements by or among Unit Owners, except for those Units unsold and under the control of the Declarants at the date of this Amendment.

Specifically, the Amendment provided for herein and hereby approved is as follows:

"Exhibit C" of this Declaration regarding Percentage Interests is amended in its entirety to read:

MIDTOWN SQUARE

I. Percentage Interests of Limited Common Elements

A. Residential Units - Limited Residential Percentage Interests

<u>Unit No.</u>	<u>No. of Bedrooms</u>	<u>%</u>
201	<del>2</del> 3	<del>4.17</del> 4.93
202	2	4.17
203	<del>2</del> 1	<del>4.17</del> 3.41
204	2	4.17
301	2	4.17
302	3	4.93
303	2	4.17
304	1	3.41
401	3	4.93
402	3	4.93
403	1	3.41

$$\begin{array}{l}
 4.93 \times 6 \\
 4.17 \times 12 \\
 3.41 \times 6 \\
 \hline
 100.08
 \end{array}$$

404	1	3.41
	2	4.17
501	1	3.41
502	2	4.17
503	3	4.93
504	2	4.17
601	2	4.17
602	2	4.17
603	2	4.17
604	1	3.41
701	2	4.17
702	3	4.93
703	2	4.17
704		
TOTAL		100%

B. Commercial-Office Units - Limited Commercial-Office  
Percentage Interests

<u>Unit No.</u>	<u>%</u>	
Commercial-Office Suite 101	24.79	3.123
Commercial-Office Suite 102	12.63	9.195
Commercial-Office Suite 201	6.55	<del>8.501</del>
Commercial-Office Suite 202	19.18	4.684
Commercial-Office Suite 300	11.51	2.429
Commercial-Office Suite 401	7.65	7.114
Commercial-Office Suite 402	9.27	4.269
105	100%	2.837
TOTAL		3.438
		37.09

C. Commercial Office Units - Limited Commercial-Office  
Tower Percentage Interests

<u>Unit No.</u>	<u>%</u>
Commercial-Office Suite 201	21.95
Commercial-Office Suite 202	11.38
Commercial-Office Suite 300	33.33
Commercial-Office Suite 401	20.03
Commercial-Office Suite 402	13.31
TOTAL	100%

D. 112 West Foster Avenue Unit - Limited 112 West Foster Avenue Percentage Interests

<u>Unit No.</u>	<u>%</u>
All property identified in "Exhibit D"	100%

II. Percentage Interests of Common Elements

A. Residential Units - Common Percentage Interests

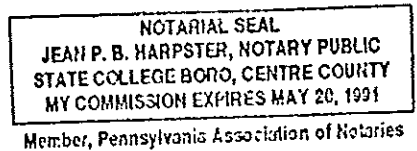
<u>Unit No.</u>	<u>No. of Bedrooms</u>	<u>Common Expense Liability &amp; Surplus</u>	<u>For Voting Purposes</u>
		<u>%</u>	<u>%</u>
201	<del>2</del> 3	<del>2.62</del> 3.10	2.38
202	2	2.62	2.38
203	<del>2</del> 1	<del>2.62</del> 2.15	2.38
204	2	2.62	2.38
301	2	2.62 ✓	2.38
302	3	3.10 -	2.81
303	2	2.62 ✓	2.38
304	1	2.15	1.95
401	3	3.10 -	2.81
402	3	3.10 -	2.81
403	1	2.15	1.95
404	1	2.15	1.95
501	2	2.62 ✓	2.38
502	1	2.15	1.95
503	2	2.62 ✓	2.38
504	3	3.10 -	2.81
601	2	2.62 ✓	2.38
602	2	2.62 ✓	2.38
603	2	2.62 ✓	2.38
604	2	2.62 ✓	2.38
701	1	2.15	1.95
702	2	2.62 ✓	2.38
703	3	3.10 -	2.81
704	2	2.62 ✓	2.38

COMMONWEALTH OF PENNSYLVANIA :  
 : SS  
 COUNTY OF CENTRE :

I, Jean P. B. Harpster, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Donald E. Coyne, whose name is subscribed to the foregoing Second Amendment to Declaration of Condominium as a general partner of Midtown Square Associates, personally appeared before me this day, and he acknowledged and swore that he signed, sealed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth and that the statements herein contained are true.

Given under my hand and notorial seal this 6th day of December, 1988.

Jean P. B. Harpster  
 Notary Public

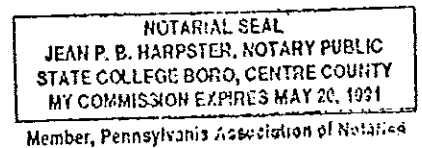


COMMONWEALTH OF PENNSYLVANIA :  
 : SS  
 COUNTY OF CENTRE :

I, Jean P. B. Harpster, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Albert F. Williams and Jeanne L. Williams, whose names are subscribed to the foregoing Second Amendment to Declaration of Condominium personally appeared before me this day, and they acknowledged and swore that they signed sealed and delivered the said instrument as their free and voluntary act and deed for the uses and purposes therein set forth and that the statements therein contained are true.

Given under my hand and notorial seal this 6th day of December, 1988.

Jean P. B. Harpster  
 Notary Public



'88 DEC 21 PM 4 16

HAZEL W. PEJERS  
RECORDER OF DEEDS  
CENTRE COUNTY

THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM

MIDTOWN SQUARE - A CONDOMINIUM

DECEMBER 19, 1988

This Third Amendment to the Declaration of Condominium of Midtown Square, A Condominium (as recorded on June 12, 1987, in Miscellaneous Book Volume 200 at Page 1033, and as amended and recorded on January 29, 1988 in Miscellaneous Book Volume 207 at Page 517, and as amended and recorded on December 13, 1988 in Miscellaneous Book Volume 215 at Page 298; and in the Plats and Plans recorded May 28, 1987, in Plat Book Volume 37 at Pages 20-25, and as amended in the Plats and Plans recorded in Plat Book Volume 37 at Pages 52-57, and as further amended in the Plats and Plans recorded in Plat Book Volume 38 at Pages 44-46, and as further amended in the Plats and Plans recorded in Plat Book Volume 38 at Pages 103-105, and as further amended in the Plats and Plans recorded in Plat Book Volume 38 at Pages 234-237, and as further amended in the Plats and Plans recorded in Plat Book 39 at Pages 89-92) is approved by the Declarants, Midtown Square Associates and Albert F. Williams and Jeanne L. Williams, pursuant to and consistent with the provisions of Article VIII, Section 8.1(i) of this Declaration. The attached "Exhibit E" sets forth the assignments by the Declarants of reserved parking

spaces to the Unit Owners of the Condominium, as they have previously been assigned or will be assigned by deeds and as recorded in the Office of the Centre County Recorder of Deeds. This Amendment does not reallocate Common Elements and/or Limited Common Elements by or among Unit Owners.

IN WITNESS WHEREOF, the said Midtown Square Associates and Albert F. Williams and Jeanne L. Williams have caused their names to be signed to these presents on this 19th day of December, 1988.

MIDTOWN SQUARE ASSOCIATES  
A Pennsylvania Partnership

Donald E. Coyne, General Partner  
(SEAL)

Albert F. Williams, General Partner  
(SEAL)

Jeanne L. Williams, General Partner  
(SEAL)

Albert F. Williams  
(SEAL)

Jeanne L. Williams  
(SEAL)

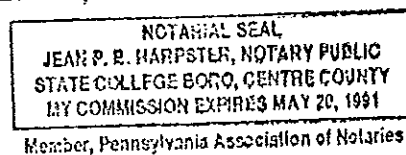
Recorded in the office for the recording  
of Deeds, etc. in and for Centre County  
IN 11/5/88 215 489  
2/10/89  
Witness my hand and seal of office  
Thayer M. Allen  
Recorder

COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF CENTRE :

I, Jean P. B. Harpster, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Donald E. Coyne, whose name is subscribed to the foregoing Third Amendment to Declaration of Condominium as a general partner of Midtown Square Associates, personally appeared before me this day, and he acknowledged and swore that he signed, sealed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth and that the statements herein contained are true.

Given under my hand and notorial seal this 19th day of December, 1988.

Jean P. B. Harpster  
Notary Public

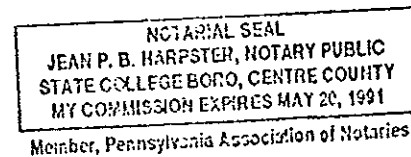


COMMONWEALTH OF PENNSYLVANIA :  
: SS:  
COUNTY OF CENTRE :

I, Jean P. B. Harpster, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Albert F. Williams and Jeanne L. Williams, whose names are subscribed to the foregoing Third Amendment to Declaration of Condominium personally appeared before me this day, and they acknowledged and swore that they signed sealed and delivered the said instrument as their free and voluntary act and deed for the uses and purposes therein set forth and that the statements therein contained are true.

Given under my hand and notorial seal this 19th day of December, 1988.

Jean P. B. Harpster  
Notary Public



## MIDTOWN SQUARE - A CONDOMINIUM

"EXHIBIT E"

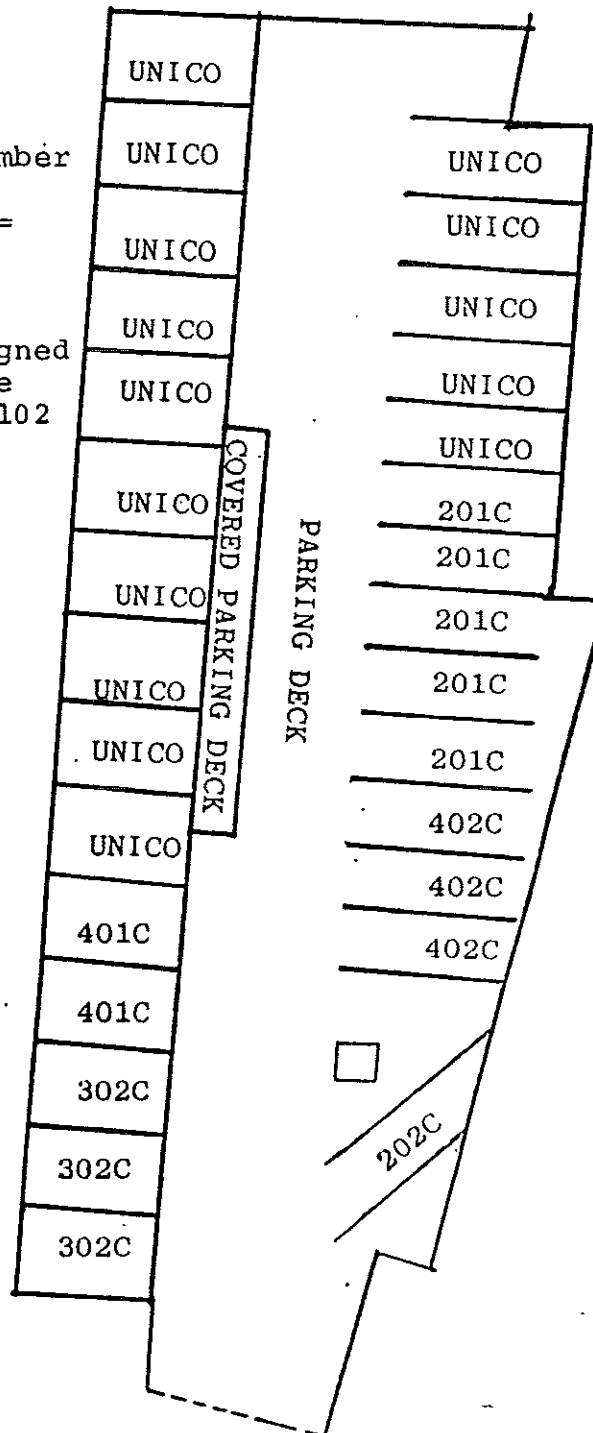
## UPPER PARKING DECK PARKING ASSIGNMENTS

KEY

3 Digit Number =  
Residential Unit Number

3 Digit Number + C =  
Commercial-Office  
Unit Number

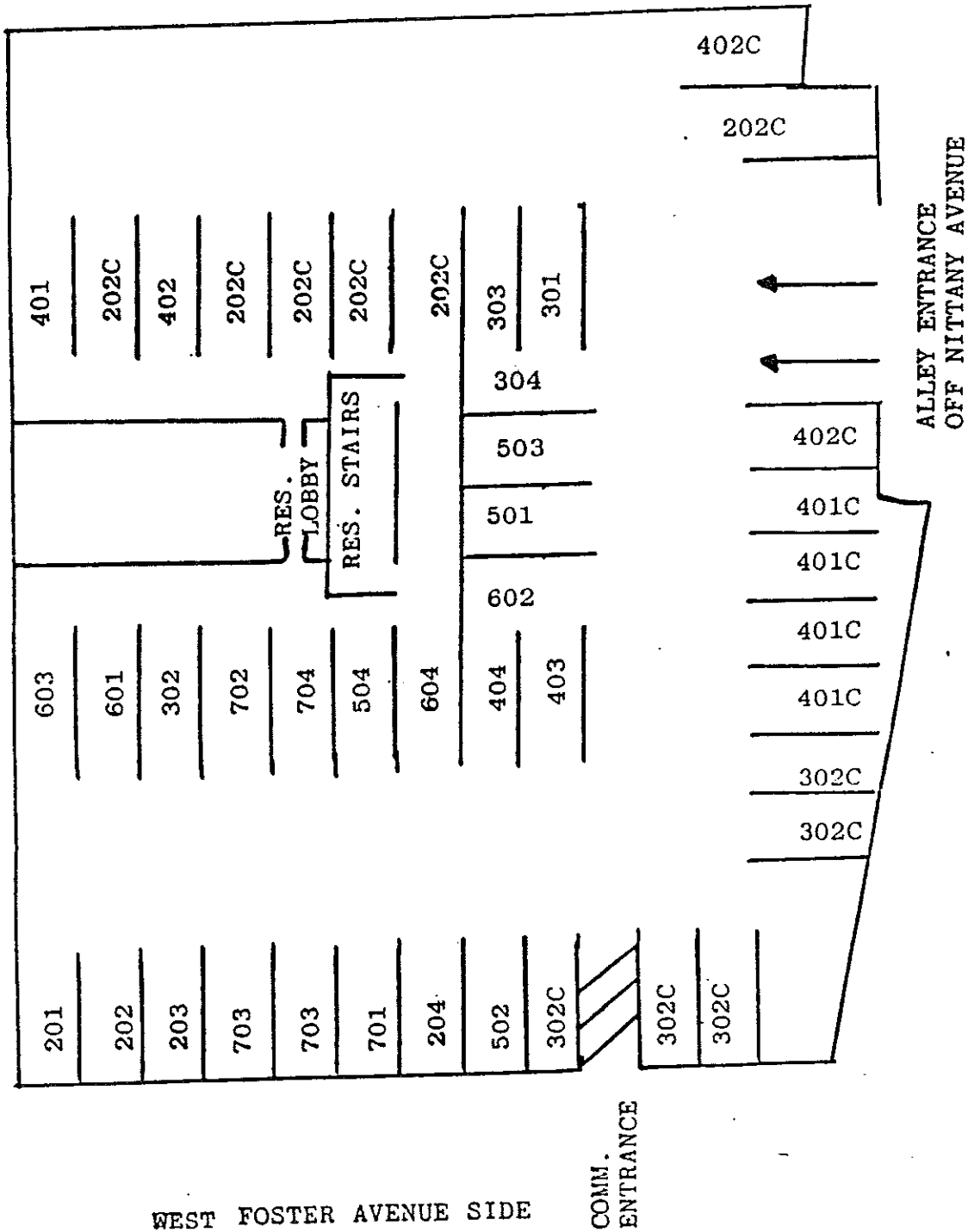
UNICO = Spaces Assigned  
to Commercial-office  
Unit Numbers 101 & 102



WEST FOSTER AVENUE ENTRANCE



MIDTOWN SQUARE \_ A CONDOMINIUM  
BASEMENT PARKING ASSIGNMENTS



ENTERED - J.R. RECORD  
'89 AUG 11 AM 9 07  
HAZEL M. PETERS  
RECORDER OF DEEDS  
CENTRE COUNTY

## FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM

## MIDTOWN SQUARE - A CONDOMINIUM

AUGUST 10, 1989

This Fourth Amendment to the Declaration of Condominium of Midtown Square, A Condominium (as recorded on June 12, 1987, in Miscellaneous Book Volume 200 at Page 1033, and as amended and recorded on January 29, 1988 in Miscellaneous Book Volume 207 at Page 517, and as further amended and recorded on December 13, 1988 in Miscellaneous Book Volume 215 at Page 298; and as further amended and recorded on December 21, 1988 in Miscellaneous Book Volume 215 page 489; and in the Plats and Plans recorded May 28, 1987, in Plat Book Volume 37 at Pages 20-25, and as amended in the Plats and Plans recorded in Plat Book Volume 37 at Pages 52-57; and as further amended in the Plats and Plans recorded in Plat Book Volume 38 at Pages 44-46; and as further amended in the Plats and Plans recorded in Plat Book Volume 38 at Pages 103-105; and as further amended in the Plats and Plans recorded in Plat Book Volume 38 at Pages 234-237; and as further amended in the Plats and Plans recorded in Plat Book 39 at Pages 89-92; and as further amended in the Plats and Plans recorded in Plat Book Volume 40 at Pages 78-80 ) and is approved pursuant to and consistent with the provisions of Article VII of this Declaration and with the provisions of Sections 3214 and Section 3219 of the Act.

Specifically, the Amendment provided for herein and hereby approved is as follows:

Exhibit "C" of this Declaration regarding Percentage Interests, as amended in its entirety by the Second Amendment to this Declaration, is further amended in part to read:

MIDTOWN SQUARE

I. Percentage Interests of Limited Common Elements

A. Residential Units - Limited Residential Percentage Interests

<u>Unit No.</u>	<u>No. of Bedrooms</u>	<u>%</u>
201	3	4.93
203	1	3.41

And as further amended in part to read:

II. Percentage Interests of Common Elements

A. Residential Units - Common Percentage Interests

<u>Unit No.</u>	<u>No. of Bedrooms</u>	<u>Common Expense Liability &amp; Surplus</u>	<u>For Voting Purposes</u>
201	3	3.10	2.81
203	1	2.15	1.95

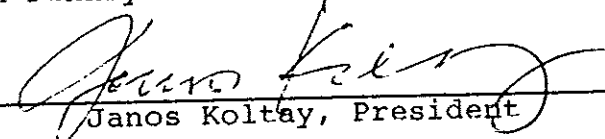
The Midtown Square Condominium Association by the through its Executive Board, as approved by unanimous vote of the said Board at the First Annual Meeting of the Midtown Square Condominium Association held on August 7, 1989, and the effected Unit Owners, in each case the Unit Owner being Westbrier, Inc.,

agree to this Amendment and further agree that this Amendment to this Declaration shall supercede any and all previous allocations of the Limited Common Elements, Common Elements and Percentage Interests for Voting Purposes pertaining to Unit R-201 and Unit R-203.

This Amendment reallocates Common Elements and Limited Common Elements by and between effected Units Owners.

IN WITNESS WHEREOF, the said Westbrier, Inc., by and through its President, Janos Koltay, as Unit Owner of both Unit R-201 and Unit R-203, and the said Midtown Square Condominium Association, by and through its President, William E. Babcock, and as successor in interest to the Declarants, Midtown Square Associates, (being Donald E. Coyne, Albert F. Williams and Jeanne L. Williams, General Partners) Albert F. Williams and Jeanne L. Williams, have caused their names to be signed to these presents on this tenth (10th) day of August, 1989.

WESTBRIER, INC.  
A Pennsylvania For-Profit Corporation

  
Janos Koltay, President (SEAL)

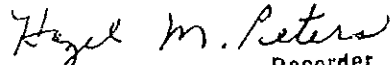
MIDTOWN SQUARE CONDOMINIUM ASSOCIATION  
A Pennsylvania Unit Owners' Association

  
William E. Babcock, President (SEAL)

Recorded in the office for the recording  
of Deeds, etc in and for Centre County  
in <sup>RECORD</sup> Book No. 495 at page 605.  
11th day of August, A. D. 1989

Witness my hand and seal of office

3

  
Recorder

COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF CENTRE :

I, JEFFREY M. BOWER, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Janos Koltay, President of Westbrier, Inc. and in his capacity as a corporate officer, whose name is subscribed to the foregoing Fourth Amendment to Declaration of Condominium, personally appeared before me this day, and he acknowledged and swore that he signed, sealed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth and that the statements herein contained are true.

Given under my hand and notorial seal this 10<sup>TH</sup> day of August, 1989.

Jeffrey M. Bower  
Notary Public  
NOTARIAL SEAL  
JEFFREY M. BOWER, Notary Public  
State College Boro, Centre County, Pa.  
My Commission Expires Sept. 22, 1990

COMMONWEALTH OF PENNSYLVANIA :  
: SS:  
COUNTY OF CENTRE :

I, JEFFREY M. BOWER, a Notary Public in and for said County, in the State aforesaid, do hereby certify that William E. Babcock, President of the Executive Board of Midtown Square Condominium Association and in his capacity as an association officer, whose name is subscribed to the foregoing Fourth Amendment to Declaration of Condominium personally appeared before me this day, and he acknowledged and swore that he signed sealed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth and that the statements therein contained are true.

Given under my hand and notorial seal this 10<sup>TH</sup> day of August, 1989.

Jeffrey M. Bower  
Notary Public  
NOTARIAL SEAL  
JEFFREY M. BOWER, Notary Public  
State College Boro, Centre County, Pa.  
My Commission Expires Sept. 22, 1990

## FIFTH AMENDMENT TO DECLARATION OF CONDOMINIUM

## MIDTOWN SQUARE - A CONDOMINIUM

OCTOBER 5, 1990

This Fifth Amendment to the Declaration of Condominium of Midtown Square, A Condominium, as recorded on June 12, 1987 in Miscellaneous Book Volume 200 at Page 1033, and as amended and recorded on January 29, 1988 in Centre County Miscellaneous Book Volume 207 at Page 517, and as further amended and recorded on December 13, 1988 in Miscellaneous Book Volume 215 at Page 298, and as further amended and recorded on December 21, 1988 in Miscellaneous Book Volume 215 at page 489, and as further amended and recorded on August 11, 1989 in Record Book 495 at page 605; and in the Plats and Plans recorded on May 28, 1987, in Plat Book Volume 37 at Pages 20-25, and as amended in the Plats and Plans recorded in Plat Book Volume 37 at Pages 52-57, and as further amended in the Plats and Plans recorded in Plat Book Volume 38 at Pages 44-46, and as further amended in the Plats and Plans recorded in Plat Book Volume 38 at Pages 103-105; and as further amended in the Plats and Plans recorded in Plat Book Volume 38 at Pages 234-237, and as further amended in the Plats and Plans recorded in Plat Book 39 at Pages 89-92, and as further amended in the Plats and Plans recorded in Plat Book Volume 40 at Pages 78-80, and as further amended in the Plats and Plans recorded in Plat Book

Volume 41 at pages 192-194, and is approved pursuant to and consistent with the provisions of Article VII of this Declaration and with the provisions of Sections 3215 and Section 3219 of the Act.

Specifically, the Amendment provided for herein and hereby approved is as follows:

1) Commercial-Office Suite 102 is subdivided by the Unit Owner Janos Koltay and Cheryl Koltay, his wife, pursuant to and subject to Sections 3213 and 3215 of the Act and Article III, Section 3.4 and Article VIII, Section 8.1(g) of this Declaration.

2) Commercial-Office Suite 102, as subdivided into two (2) Units, is redesignated as Commercial-Office Suite 104 and Commercial-Office Suite 105.

Exhibit "C" of this Declaration regarding Percentage Interests, as amended in its entirety by the Second Amendment to this Declaration and as further amended by the Fourth Amendment to this Declaration, is further amended in part to read:

#### MIDTOWN SQUARE

##### I. Percentage Interests of Limited Common Elements

B. Commercial-Office Units - Limited Commercial-Office Percentage Interests

<u>Unit No.</u>	<u>%</u>
Commercial-Office Suite 102	17.69%--(DELETED)
Commercial-Office Suite 104	8.42%
Commercial-Office Suite 105	9.27%

And is further amended in part to read:

II. Percentage Interests of Common Elements

B. Commercial-Office Units - Common Percentage Interests

<u>Unit No.</u>	<u>Common Expense Liability &amp; Surplus</u>	<u>For Voting Purposes</u>
Comm.-Office Suite 102	6.56%	5.96% (DELETED)
Comm.-Office Suite 104	3.12%	2.84%
Comm.-Office Suite 105	3.44%	3.12%

The attached "Exhibit A" sets forth the new unit boundaries of Commerical-Office Suites 104 and 105.

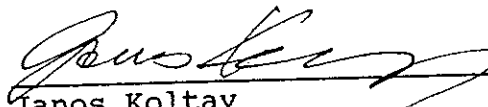
The Midtown Square Condominium Association by the through its Executive Board, as approved by unanimous vote of the said Executive Board a meeting held on October 5, 1990, and the effected Unit Owner, Janos Koltay and Cheryl Koltay, his wife, agree to this Amendment and further agree that this Amendment to this Declaration shall supersede any and all previous allocations of the Limited Common Elements, Common Elements and Percentage Interests for Voting Purposes pertaining to Commercial Office Suite 102.

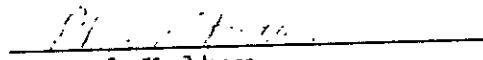


This Amendment divides and allocates Common Elements and Limited Common Elements by the effected Unit Owner within Commercial Office Suite 102 only, and does not reallocate Common Elements and/or Limited Common Elements among any other Unit Owners.

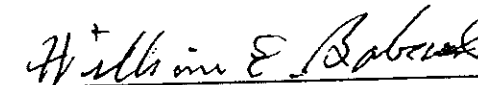
IN WITNESS WHEREOF, the said Janos Koltay and Cheryl Koltay, his wife, as Unit Owner of Commercial-Office Suite 102 and the said Midtown Square Condominium Association, by and through its President, William E. Babcock, and as successor in interest to the Declarants, Midtown Square Associates, Albert F. Williams and Jeanne L. Williams, have caused their names to be signed to these presents on this fifth (5th) day of October, 1990.

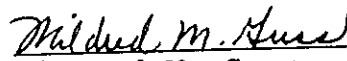
OWNERS OF COMMERCIAL OFFICE SUITE 102

 (SEAL)  
Janos Koltay

 (SEAL)  
Cheryl Koltay

MIDTOWN SQUARE CONDOMINIUM  
ASSOCIATION, INC.  
A Pennsylvania Unit Owners  
Association

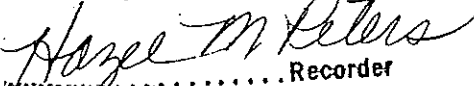
 (SEAL)  
William E. Babcock,  
President

  
Mildred M. Guss,

Recorded in the Office for the recording

of Deeds, etc in and for Centre County  
Record 545 at page 1010  
Book No. 545 at page 1010  
7th day of Oct. A. D. 1990

Witness my hand and seal of office

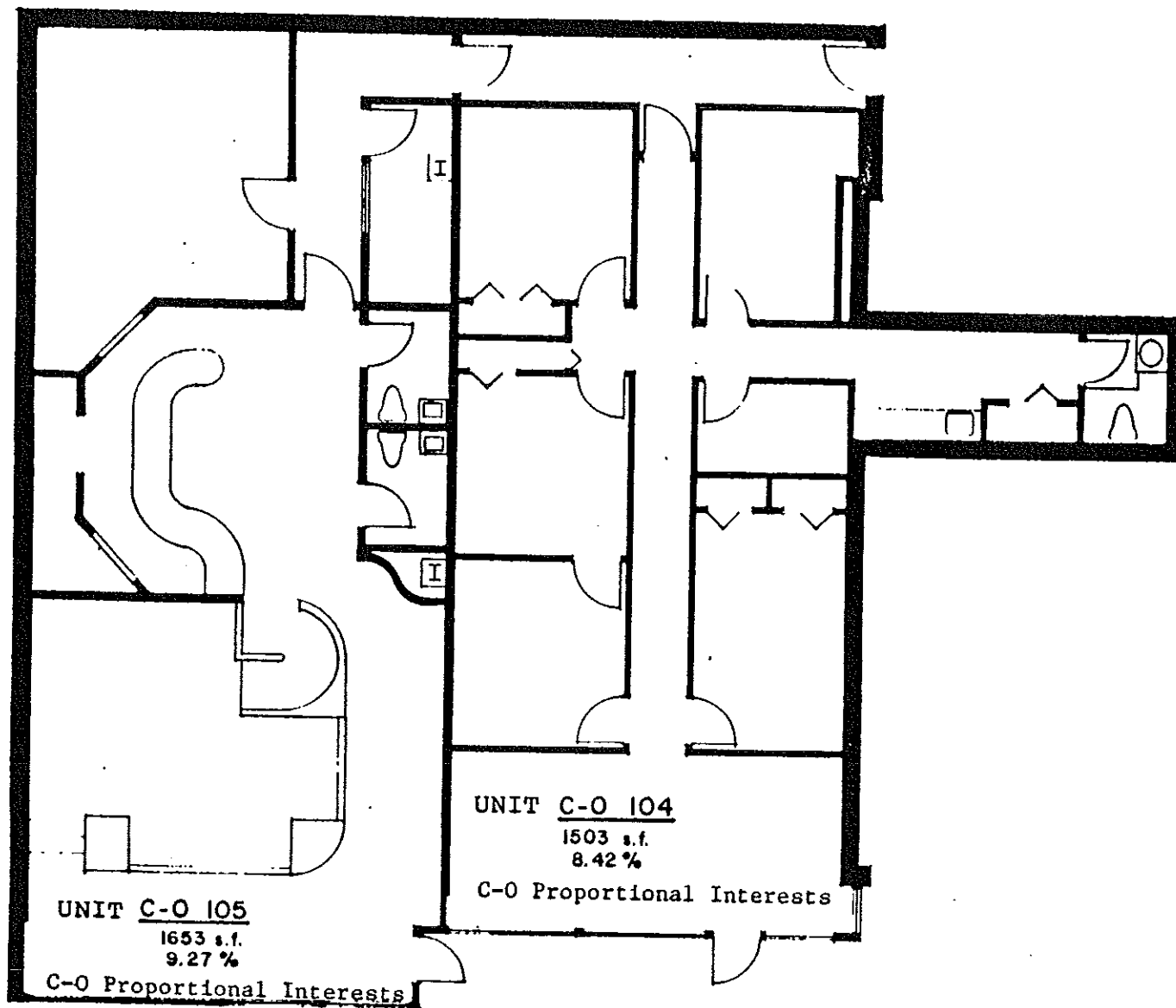
  
Recorder

BOOK 545 PAGE 1013

ENTERED IN RECORD  
'90 OCT 9 PM 2 P  
HAZEL M. PETERS  
RECORDER OF DEEDS  
CENTRE COUNTY

ATTEST

FIRST FLOOR PLAN (PARTIAL)

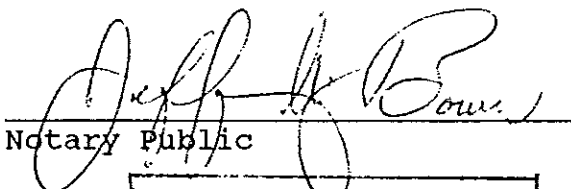


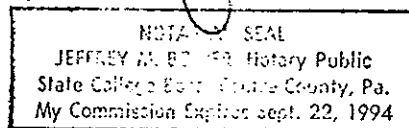
"EXHIBIT A"

COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF CENTRE :

I, Jeffrey M. Bower, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Janos Koltay and Cheryl Koltay, his wife, whose names are subscribed to the foregoing Fifth Amendment to Declaration of Condominium, personally appeared before me this day, and that they acknowledged and swore that they signed, sealed and delivered the said instrument as their free and voluntary act and deed for the uses and purposes therein set forth and that the statements herein contained are true.

Given under my hand and notarial seal this fifth (5th) day of October, 1990.

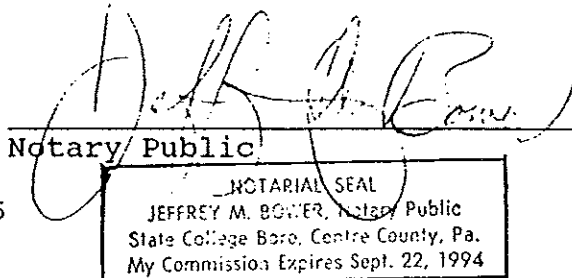
  
Notary Public

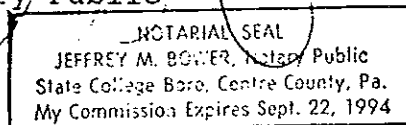


COMMONWEALTH OF PENNSYLVANIA :  
: SS:  
COUNTY OF CENTRE :

I, Jeffrey M. Bower, a Notary Public in and for said County, in the State aforesaid, do hereby certify that William E. Babcock, President of the Executive Board of Midtown Square Condominium Association and in his capacity as an association officer, whose name is subscribed to the foregoing Fifth Amendment to Declaration of Condominium personally appeared before me this day, and he acknowledged and swore that he signed sealed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth and that the statements therein contained are true.

Given under my hand and notarial seal this fifth (5th) day of October, 1990.

  
Notary Public



**SIXTH AMENDMENT TO DECLARATION OF CONDOMINIUM  
MIDTOWN SQUARE - A CONDOMINIUM  
OCTOBER 1, 1996**

This Sixth Amendment to the Declaration of Condominium of Midtown Square, A Condominium, as recorded on June 12, 1987 in Miscellaneous Book Volume 200 at Page 1033, and as amended and recorded on January 29, 1988 in Centre County Miscellaneous Book Volume 207 at Page 517, and as further amended and recorded on December 13, 1988 in Miscellaneous Book Volume 215 at Page 298, and as further amended and recorded on December 21, 1988 in Miscellaneous Book Volume 215 at page 489, and as further amended and recorded on August 11, 1989 in Record Book 495 at page 605, and as further amended and recorded on October 9, 1990 in Record Book 545 at page 1010; and in the Plats and Plans recorded on May 28, 1987, in Plat Book Volume 37 at Pages 20-25, and as amended in the Plats and Plans recorded in Plat Book Volume 37 at Pages 52-57, and as further amended in the Plats and Plans recorded in Plat Book Volume 38 at Pages 44-46, and as further amended in the Plats and Plans recorded in Plat Book Volume 38 at Pages 103-105; and as further amended in the Plats and Plans recorded in Plat Book Volume 38 at Pages 234-237, and as further amended in the Plats and Plans recorded in Plat Book 39 at Pages 89-92, and as further amended in the Plats and Plans recorded in Plat Book Volume 40 at Pages 78-80, and as further amended in the Plats and Plans recorded in Plat Book Volume 41 at pages 192-194; and is approved pursuant to and consistent with the provisions of Article VII of this Declaration and with the provisions of Section 3219(a) and Section 3219(e)

of the Act.

Article VI Section 6.2. of the Declaration is amended, to clarify that natural gas service is not available to and is not permitted to be used in the Condominium, except that that is available to and may be used in the 112 West Foster Avenue Unit(s).

Also, Article VIII, Section 8.1(a) and Article IX of the Declaration are amended, to clarify the requirements for the use of Residential Units and the leasing of Units and to insure that such requirements comply with law.

This Amendment does not reallocate Common Elements and/or Limited Common Elements by or among Unit Owners.

Specifically, this Amendment is as follows:

1) Article VI, Section 6.2. Utility Easements. is amended by inserting two additional sentences before the last sentence of said section, which sentences shall read as follows:

"Natural gas service including propane tank service is not available to and is not permitted to be used in the Condominium, except that natural gas service including propane tank service is available to and may be used in the 112 West Foster Avenue Unit(s) only. See Findings of Fact, Conclusions of Law and Order dated September 23, 1993 to Centre County Court of Common Pleas Civil Actions Nos. 92-2294 and 92-2471."

2) Article VIII, Use, Purposes and Restrictions, Section 8.1(a) is amended by deleting the second sentence thereof and substituting therefor three sentences which shall read as follows:

"No more than two (2) members of a family may be unrelated by blood,

marriage or adoption, unless fair housing laws or State College Borough Ordinance shall provide that more than two (2) unrelated individuals may reside in a particular Residential Unit. In such case, the maximum number of unrelated individuals and total individuals permitted to reside in a particular Residential Unit shall be the maximum number of unrelated individuals and total individuals permitted by fair housing laws and State College Borough Ordinance"

3) Article IX, Leasing, Section 9.1. is amended and shall hereafter read in its entirety as follows:

"Section 9.1. Except for the 112 West Foster Avenue Unit(s), a Unit Owner may lease his/her Unit (but not less than the entire Unit) at any time under the terms and conditions as herein stated:

- a) No Unit may be leased for transient or hotel purposes, or for a term of less than twelve (12) months;
- b) No Unit may be leased without a written lease;
- c) No Unit may be leased without first obtaining the written approval of the Executive Board;
- d) No lessee may sublet a Unit or any portion of a Unit;
- e) No Unit may be leased unless a copy of such proposed lease shall be furnished to the Executive Board by the Unit Owner within five (5) calendar days after the execution thereof, which proposed lease shall be subject to, contingent upon and require the written

approval of the Executive Board. No lease shall be binding or of legal effect until the date written approval of such lease is granted by the Executive Board, and parties to any proposed lease, including Unit Owners, shall proceed at their own risk and peril until such written approval is granted;

f) No animals or pets will be permitted to be raised, bred or kept by any lessee in any Unit or elsewhere on the property;

g) No Residential Unit may be occupied by more than one (1) family. No more than two (2) members of a family may be unrelated by blood, marriage or adoption, unless fair housing laws or State College Borough Ordinance shall provide that more than two (2) unrelated individuals may reside in a particular Residential Unit. In such case, the maximum number of unrelated individuals and total individuals permitted to reside in a Residential Unit shall be the maximum number of unrelated individuals and total individuals permitted by fair housing laws and State College Borough Ordinance;

h) A portion of a Commercial-Office Unit may be leased, subject to the discretion and written approval of the Executive Board, if, in addition to the other requirements set forth herein, the Unit and such leased space are provided with adequate and safe ingress and egress, the Unit and such leased space are provided with or with access to restroom facilities, such leasing does not cause detriment or inconvenience to other Unit Owners, and such leasing otherwise complies with federal, state and municipal laws; and

i) The right of any lessee shall be bound by the covenants, conditions and restrictions set forth in the Declaration, Bylaws and Rules and Regulations. Any default thereunder shall

constitute a default under the lease; provided, however, that the foregoing shall not impose any direct liability on any lessee of a Unit to pay any Common Expense assessments on behalf of the Owner of that Unit.

There shall be no restrictions whatsoever on the leasing of the 112 West Foster Avenue Unit(s)."

IN WITNESS WHEREOF, the said Midtown Square Condominium Association, Inc., by and through its President, Hart M. Nelsen, and as successor in interest to the Declarants, Midtown Square Associates, (being Donald E. Coyne, Albert F. Williams and Jeanne L. Williams, General Partners) Albert F. Williams and Jeanne L. Williams, has caused his name to be signed to these presents on this 16 day of October, 1996.

ATTEST:

MIDTOWN SQUARE CONDOMINIUM  
ASSOCIATION, INC.

Wayne Wilinski  
Wayne Wilinski, Secretary

By: Hart M. Nelsen  
Hart M. Nelsen, President

ENTERED FOR RECORD

96 OCT 23 PM 3:29

RECORDED  
CENTRE COUNTY

Recorded in Centre County Records Office  
in Rec Book 895 Page 335 This 23 Day of  
Oct AD 19 96 Witness my hand & seal of  
Office.

Hayel M. Nelsen Recorder

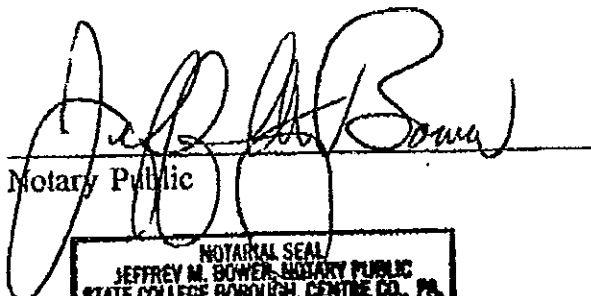


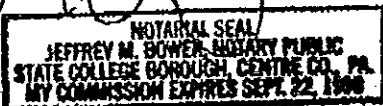
COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF CENTRE )

SS:

I, Jeffrey M. Bower, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Hart M. Nelsen, President of the Executive Board of Midtown Square Condominium Association, Inc. and in his capacity as an association officer, whose name is subscribed to the foregoing Sixth Amendment to Declaration of Condominium personally appeared before me this day, and that he acknowledged and swore that he signed, sealed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth and that the statements therein contained are true.

Given under my hand and notarial seal  
this 16TH day of October, 1996.

  
Notary Public



**SEVENTH AMENDMENT TO DECLARATION OF CONDOMINIUM  
MIDTOWN SQUARE - A CONDOMINIUM  
NOVEMBER 5, 1997**

This Seventh Amendment to the Declaration of Condominium of Midtown Square, A Condominium, as recorded on June 12, 1987 in Miscellaneous Book Volume 200 at Page 1033, and as amended and recorded on January 29, 1988 in Centre County Miscellaneous Book Volume 207 at Page 517, and as further amended and recorded on December 13, 1988 in Miscellaneous Book Volume 215 at Page 298, and as further amended and recorded on December 21, 1988 in Miscellaneous Book Volume 215 at page 489, and as further amended and recorded on August 11, 1989 in Record Book 495 at page 605, and as further amended and recorded on October 9, 1990 in Record Book 545 at page 1010, and as further amended and recorded on October 23, 1996 in Record Book 895 at page 335; and in the Plats and Plans recorded on May 28, 1987, in Plat Book Volume 37 at Pages 20-25, and as amended in the Plats and Plans recorded in Plat Book Volume 37 at Pages 52-57, and as further amended in the Plats and Plans recorded in Plat Book Volume 38 at Pages 44-46, and as further amended in the Plats and Plans recorded in Plat Book Volume 38 at Pages 103-105; and as further amended in the Plats and Plans recorded in Plat Book Volume 38 at Pages 234-237, and as further amended in the Plats and Plans recorded in Plat Book 39 at Pages 89-92, and as further amended in the Plats and Plans recorded in Plat Book Volume 40 at Pages 78-80, and as further amended in the Plats and Plans recorded in Plat Book Volume

41 at pages 192-194; and is approved pursuant to and consistent with the provisions of Article VII of this Declaration and with the provisions of Section 3219(a) and Section 3219(e) of the Act.

This Amendment does not reallocate Common Elements and/or Limited Common Elements by or among Unit Owners.

Article VIII, Section 8.1(l) Reserve Funds, is amended to clarify the requirement that each original and subsequent Unit Owner of a Unit within Midtown Square - A Condominium is to pay, no later than the date of closing, into the Association's contingency reserve fund a contribution in an amount equal to three (3) months of the then current regular monthly assessment assessed against the particular Unit being conveyed.

Specifically the Amendment is as follows:

Article VIII, Use, Purposes and Restrictions, Section 8.1(l) Reserve Funds is amended by adding the following language thereto:

8.1(l)(i) In addition to all such contingency funds referenced above, and without otherwise restricting or limiting the Executive Board's right and authority to impose any such assessments, each original and subsequent Unit Owner of a Residential Unit or a Commercial-Office Unit shall pay into the Association's capital reserve fund a one-time working capital assessment in an amount equal to three (3) months of the then current regular monthly assessment assessed against the particular Unit being conveyed, which payment shall be paid to the Association no later than date of closing on the Unit. Each such payment shall immediately become the property of the Association, and shall not be refunded or otherwise

credited to a Unit Owner upon the sale of his/her Unit to a subsequent purchaser or at any other time.

Article VIII Section 8.1(i) Parking Areas, as it was amended by the Third Amendment to Declaration of Condominium, is further amended to clarify the rights and interests of Unit Owners of the Condominium to the assignment and exclusive use of parking spaces. This Amendment eliminates and revokes the original twenty (20) year limitation and all other such term limitations set forth in deeds of conveyance regarding the assignment and exclusive use of particular parking spaces by Unit Owners and, subject to certain limitations and restrictions upon conveyance of a Unit, expands the rights of Unit Owners to assign and/or lease hereafter parking spaces to other Unit Owners.

Specifically Article VIII See 8.1(i) Parking Areas is amended by adding the following language thereto:

(i)(i) Any restriction set forth in prior deeds of conveyance for any Unit of Midtown Square - A Condominium, which restriction limits the period of time to which a particular parking space has been assigned for exclusive use to a particular Unit by either the Declarants or the Executive Board is hereby eliminated and revoked, and each assignment as now currently in effect shall be an unlimited term assignment of such parking space or parking spaces for the exclusive use of such Unit, and such right of exclusive use shall run with Unit. Provided, however, that such parking space or parking spaces shall not be owned in fee by the Unit Owner but shall remain a Limited Common Element for the exclusive use of the Owner of the Unit to which the parking space or parking spaces has/have been assigned by the Declarants or the Executive Board.

(i)(ii) As currently set forth in Article XI of the Bylaws, a Unit Owner may reallocate such Limited Common Element when made by a recorded assignment by the Unit Owners between or among whose Units the reallocation is made or by amendment to the Declaration executed by those Unit Owners. The current restrictions in the Bylaws prohibiting such a reallocation between and among Residential Unit Owners and Commercial-Office Unit Owners and the 112 West Foster Avenue Unit Owner(s) is hereby and hereafter eliminated and revoked, subject, however, to the restriction set forth in Paragraph 8.1(i)(iii) below.

i(iii) Each Unit Owner must at all times retain at least one (1) assigned parking space as Limited Common Element for the exclusive use of the Unit, so that upon any subsequent conveyance of the Unit the new Unit Owner of the Unit shall acquire the right to the exclusive use of at least one (1) parking space assigned to the Unit being conveyed.

i(iv) A Unit Owner may lease a parking space assigned to the Unit to any other Unit Owner, provided that such lease 1) shall be in writing; 2) shall be submitted to the Executive Board for review and approval at least ten (10) days prior to its effective date; and 3) shall be for a term of no longer than one (1) year. Provided further, that a Lessee's right to the use of a parking space shall not survive a subsequent conveyance of the Unit and any lease for a parking space or parking spaces shall terminate upon conveyance of the Unit to which the parking space is assigned. A Unit Owner only may lease a parking space to another Unit Owner, and the leasing of a parking space to any person or entity not a Unit Owner is prohibited. Any leased parking space shall remain a Limited Common Element of the Unit owned by the Lessor Unit Owner to which it is permanently assigned, and shall not become a Limited Common Element of the Unit owned by the Lessee Unit Owner.

i(vi) "Exhibit E" of the Third Amendment to Declaration of Condominium is updated and amended by the attached "Exhibit E, as amended."

i(v) Article XI of the Bylaws is hereby amended to conform with the requirements of this Amendment to the Declaration.

IN WITNESS WHEREOF, the said Midtown Square Condominium Association, Inc. by and through its President, Hart M. Nelsen, and as successor in interest to the Declarants, Midtown Square Associates, (being Donald E. Coyne, Albert F. Williams and Jeanne L. Williams, General Partners) Albert F. Williams and Jeanne L. Williams, has caused his name to be signed to these presents on this 5TH day of NOVEMBER, 1997.

ATTEST:

MIDTOWN SQUARE CONDOMINIUM  
ASSOCIATION, INC.

Wayne Hilinski  
Wayne Hilinski, Secretary

By: Hart M. Nelsen  
Hart M. Nelsen, President

Recorded in Centre County Recorders Office  
In Rec Book 961 Page 870 This 12 Day of  
NOV AD 19 97 Witness my hand & seal of  
Office. Wayne Hilinski Recorder

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
 COUNTY OF CENTRE )

I, Rosadele Kauffman, a Notary Public in and for said County, in the state aforesaid; do hereby certify that Hart M. Nelsen, President of the Executive Board of Midtown Square Condominium Association, Inc. and in his capacity as an association officer, whose name is subscribed to the foregoing Seventh Amendment to Declaration of Condominium personally appeared before me this day, and that he acknowledged and swore that he signed, sealed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth and that the statements therein contained are true.

Given under my hand and notarial seal

this 5 day of November, 1997.

  
 Notary Public

ROSADELE KAUFFMAN  
 ROSADELE KAUFFMAN, Notary Public  
 State College Area, Centre County, PA  
 My Commission Expires Dec. 15, 1997

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 CENTRE COUNTY

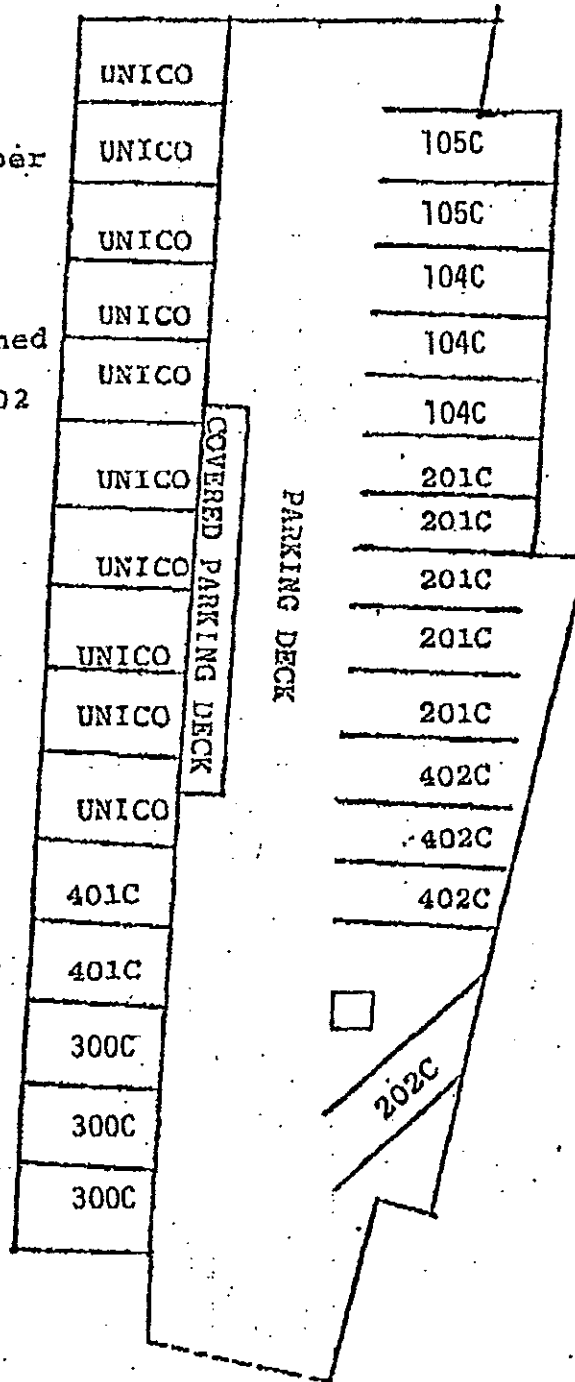
MIDTOWN SQUARE - A CONDOMINIUM  
UPPER PARKING DECK PARKING ASSIGNMENTS

KEY

3 Digit Number =  
Residential Unit Number

3 Digit Number + C =  
Commercial-Office  
Unit Number

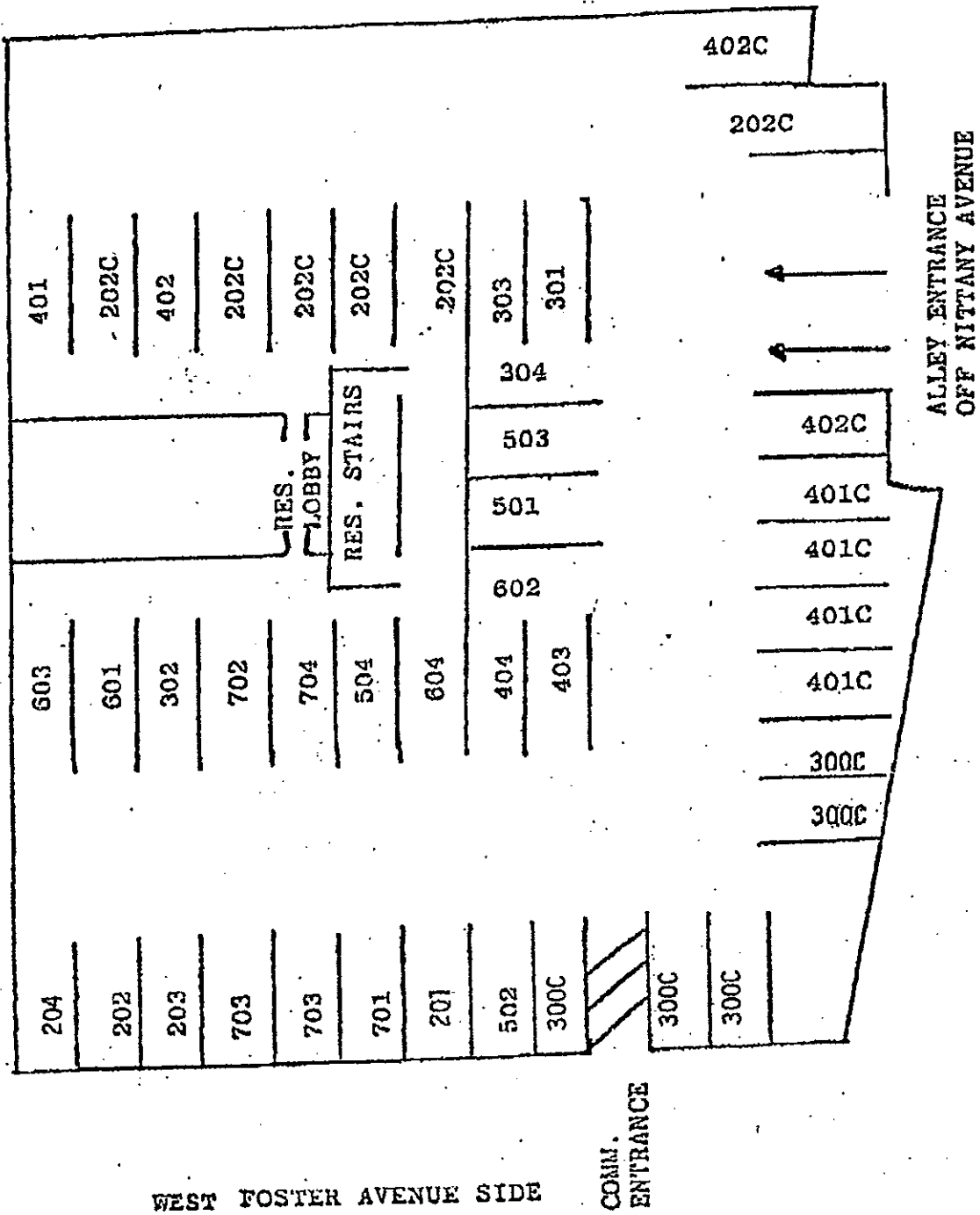
UNICO = Spaces Assigned  
to Commercial-office  
Unit Numbers 101 & 102



WEST FOSTER AVENUE ENTRANCE



MIDTOWN SQUARE \_ A CONDOMINIUM  
BASEMENT PARKING ASSIGNMENTS



453

**SEVENTH AMENDMENT TO DECLARATION OF CONDOMINIUM****MIDTOWN SQUARE - A CONDOMINIUM****NOVEMBER 5, 1997**

This Seventh Amendment to the Declaration of Condominium of Midtown Square, A Condominium, as recorded on June 12, 1987 in Miscellaneous Book Volume 200 at Page 1033, and as amended and recorded on January 29, 1988 in Centre County Miscellaneous Book Volume 207 at Page 517, and as further amended and recorded on December 13, 1988 in Miscellaneous Book Volume 215 at Page 298, and as further amended and recorded on December 21, 1988 in Miscellaneous Book Volume 215 at page 489, and as further amended and recorded on August 11, 1989 in Record Book 495 at page 605, and as further amended and recorded on October 9, 1990 in Record Book 545 at page 1010, and as further amended and recorded on October 23, 1996 in Record Book 895 at page 335; and in the Plats and Plans recorded on May 28, 1987, in Plat Book Volume 37 at Pages 20-25, and as amended in the Plats and Plans recorded in Plat Book Volume 37 at Pages 52-57, and as further amended in the Plats and Plans recorded in Plat Book Volume 38 at Pages 44-46, and as further amended in the Plats and Plans recorded in Plat Book Volume 38 at Pages 103-105; and as further amended in the Plats and Plans recorded in Plat Book Volume 38 at Pages 234-237, and as further amended in the Plats and Plans recorded in Plat Book 39 at Pages 89-92, and as further amended in the Plats and Plans recorded in Plat Book Volume 40 at Pages 78-80, and as further amended in the Plats and Plans recorded in Plat Book Volume

41 at pages 192-194; and is approved pursuant to and consistent with the provisions of Article VII of this Declaration and with the provisions of Section 3219(a) and Section 3219(e) of the Act.

This Amendment does not reallocate Common Elements and/or Limited Common Elements by or among Unit Owners.

Article VIII, Section 8.1(l) Reserve Funds, is amended to clarify the requirement that each original and subsequent Unit Owner of a Unit within Midtown Square - A Condominium is to pay, no later than the date of closing, into the Association's contingency reserve fund a contribution in an amount equal to three (3) months of the then current regular monthly assessment assessed against the particular Unit being conveyed.

Specifically the Amendment is as follows:

Article VIII, Use, Purposes and Restrictions, Section 8.1(l) Reserve Funds is amended by adding the following language thereto:

8.1(l)(i) In addition to all such contingency funds referenced above, and without otherwise restricting or limiting the Executive Board's right and authority to impose any such assessments, each original and subsequent Unit Owner of a Residential Unit or a Commercial-Office Unit shall pay into the Association's capital reserve fund a one-time working capital assessment in an amount equal to three (3) months of the then current regular monthly assessment assessed against the particular Unit being conveyed, which payment shall be paid to the Association no later than date of closing on the Unit. Each such payment shall immediately become the property of the Association, and shall not be refunded or otherwise

credited to a Unit Owner upon the sale of his/her Unit to a subsequent purchaser or at any other time.

Article VIII Section 8.1(i) Parking Areas, as it was amended by the Third Amendment to Declaration of Condominium, is further amended to clarify the rights and interests of Unit Owners of the Condominium to the assignment and exclusive use of parking spaces. This Amendment eliminates and revokes the original twenty (20) year limitation and all other such term limitations set forth in deeds of conveyance regarding the assignment and exclusive use of particular parking spaces by Unit Owners and, subject to certain limitations and restrictions upon conveyance of a Unit, expands the rights of Unit Owners to assign and/or lease hereafter parking spaces to other Unit Owners.

Specifically Article VIII See 8.1(i) Parking Areas is amended by adding the following language thereto:

(i)(i) Any restriction set forth in prior deeds of conveyance for any Unit of Midtown Square - A Condominium, which restriction limits the period of time to which a particular parking space has been assigned for exclusive use to a particular Unit by either the Declarants or the Executive Board is hereby eliminated and revoked, and each assignment as now currently in effect shall be an unlimited term assignment of such parking space or parking spaces for the exclusive use of such Unit, and such right of exclusive use shall run with Unit. Provided, however, that such parking space or parking spaces shall not be owned in fee by the Unit Owner but shall remain a Limited Common Element for the exclusive use of the Owner of the Unit to which the parking space or parking spaces has/have been assigned by the Declarants or the Executive Board.

(i)(ii) As currently set forth in Article XI of the Bylaws, a Unit Owner may reallocate such Limited Common Element when made by a recorded assignment by the Unit Owners between or among whose Units the reallocation is made or by amendment to the Declaration executed by those Unit Owners. The current restrictions in the Bylaws prohibiting such a reallocation between and among Residential Unit Owners and Commercial-Office Unit Owners and the 112 West Foster Avenue Unit Owner(s) is hereby and hereafter eliminated and revoked, subject, however, to the restriction set forth in Paragraph 8.1(i)(iii) below.

i(iii) Each Unit Owner must at all times retain at least one (1) assigned parking space as Limited Common Element for the exclusive use of the Unit, so that upon any subsequent conveyance of the Unit the new Unit Owner of the Unit shall acquire the right to the exclusive use of at least one (1) parking space assigned to the Unit being conveyed.

i(iv) A Unit Owner may lease a parking space assigned to the Unit to any other Unit Owner, provided that such lease 1) shall be in writing; 2) shall be submitted to the Executive Board for review and approval at least ten (10) days prior to its effective date; and 3) shall be for a term of no longer than one (1) year. Provided further, that a Lessee's right to the use of a parking space shall not survive a subsequent conveyance of the Unit and any lease for a parking space or parking spaces shall terminate upon conveyance of the Unit to which the parking space is assigned. A Unit Owner only may lease a parking space to another Unit Owner, and the leasing of a parking space to any person or entity not a Unit Owner is prohibited. Any leased parking space shall remain a Limited Common Element of the Unit owned by the Lessor Unit Owner to which it is permanently assigned, and shall not become a Limited Common Element of the Unit owned by the Lessee Unit Owner.

i(vi) "Exhibit E" of the Third Amendment to Declaration of Condominium is updated and amended by the attached "Exhibit E, as amended."

i(v) Article XI of the Bylaws is hereby amended to conform with the requirements of this Amendment to the Declaration.

IN WITNESS WHEREOF, the said Midtown Square Condominium Association, Inc. by and through its President, Hart M. Nelsen, and as successor in interest to the Declarants, Midtown Square Associates, (being Donald E. Coyne, Albert F. Williams and Jeanne L. Williams, General Partners) Albert F. Williams and Jeanne L. Williams, has caused his name to be signed to these presents on this 5TH day of NOVEMBER, 1997.

ATTEST:

MIDTOWN SQUARE CONDOMINIUM  
ASSOCIATION, INC.

Wayne Hilinski  
Wayne Hilinski, Secretary

By: Hart M. Nelsen  
Hart M. Nelsen, President

Recorded in Centre County Records Office  
In Rec Book 961 Page 870 This 12 Day of  
NOV AD 19 97 Witness my hand & seal of  
Office. Heyl n. Peters Recorder

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF CENTRE )

I, Rosadele Kauffman, a Notary Public in and for said County, in the state aforesaid, do hereby certify that Hart M. Nelsen, President of the Executive Board of Midtown Square Condominium Association, Inc. and in his capacity as an association officer, whose name is subscribed to the foregoing Seventh Amendment to Declaration of Condominium personally appeared before me this day, and that he acknowledged and swore that he signed, sealed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth and that the statements therein contained are true.

Given under my hand and notarial seal

this 5 day of November, 1997.

  
\_\_\_\_\_  
Notary Public

ROSADELE KAUFFMAN  
ROSADELE KAUFFMAN, Notary Public  
State College, PA, Centre County, PA  
My Commission Expires Dec. 15, 1997

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CENTRE COUNTY

MIDTOWN SQUARE - A CONDOMINIUM  
UPPER PARKING DECK PARKING ASSIGNMENTS

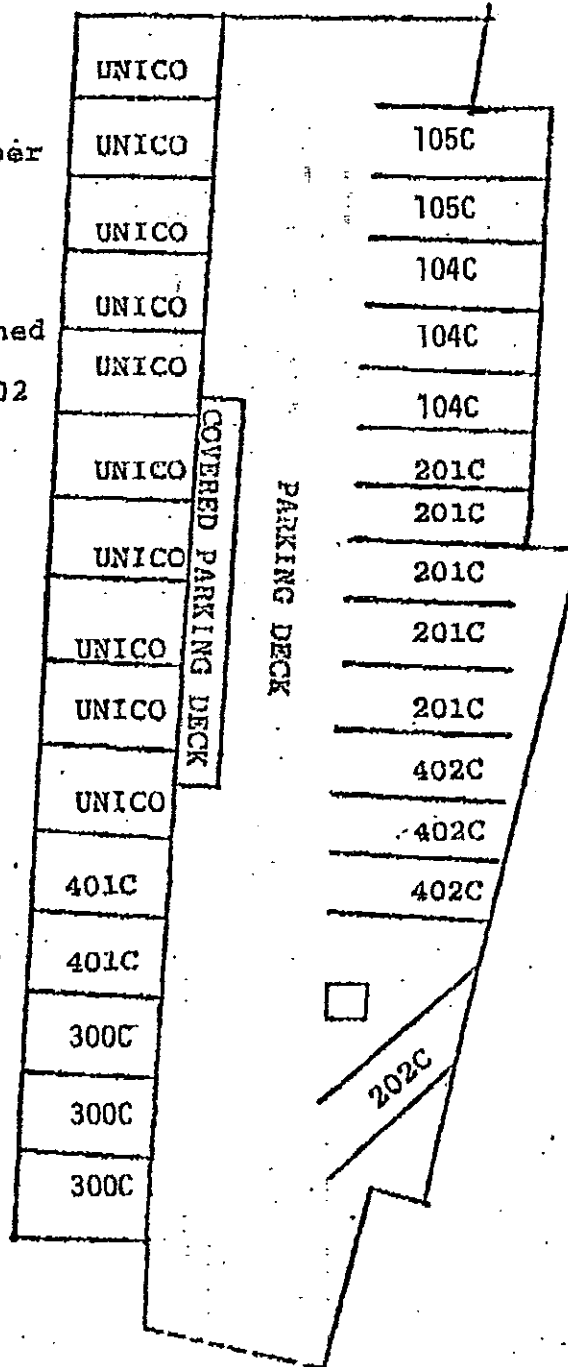
"EXHIBIT E"

KEY

3 Digit Number =  
Residential Unit Number

3 Digit Number + C =  
Commercial-Office  
Unit Number

UNICO = Spaces Assigned  
to Commercial-office  
Unit Numbers 101 & 102



WEST FOSTER AVENUE ENTRANCE



MIDTOWN SQUARE \_ A CONDOMINIUM  
BASEMENT PARKING ASSIGNMENTS