

ENTERED FOR RECORD

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SETBACK AGREEMENT

HAZEL M. PETERS
RECORDER OF DEEDS
CENTRE COUNTY

✓ 360

THIS AGREEMENT made this 31st day of March, 1994, by and between THE AARON VILLAGE TOWNHOUSE ASSOCIATION located at _____ Aaron Drive, Ferguson Township, Pennsylvania (hereinafter "Association"),

- AND -

GALEN E. DREIBELBIS, JACK H. DREIBELBIS, DONALD A. DREIBELBIS, JUNE D. RUDY, DEAN E. DREIBELBIS t/d/b/a DREIBELBIS FAMILY PARTNERSHIP of State College, Pennsylvania (hereinafter "Dreibelbis"),

- AND -

GLENN O. HAWBAKER, SR. and THELMA M. HAWBAKER, of State College, Pennsylvania (hereinafter "Hawbaker").

RECITALS

WHEREAS, Dreibelbis owns real property as identified by Deed dated June 17, 1978 and recorded in the Centre County Office of Recorder of Deeds in Deed Book 378, Page 589, designated as lot number 11 on a subdivision plan as recorded at Plat Book 37, Page 188, which adjoins lands owned by the Association (hereinafter the "Dreibelbis property"); and

WHEREAS, Hawbaker owns real property as identified by Deed dated March 1, 1989 and recorded in the Centre County Office of Recorder of Deeds in Deed Book 476, Page 1169 which adjoins lands owned by the Association (hereinafter the "Hawbaker property"); and

BOOK 752 PAGE 932

WHEREAS, Dreibelbis and Hawbaker have applied to Ferguson Township for rezoning of their property; and

WHEREAS, the parties have agreed that the covenants and restrictions provided herein will minimize the impact on the Association of development which may occur on the Dreibelbis and Hawbaker properties.

NOW, THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound hereby, the parties agree as follows:

1. In the event of rezoning of the Hawbaker or Dreibelbis tract to permit commercial or industrial uses:

(a) Hawbaker shall maintain a minimum setback of twenty-five (25) feet along the border of the Association's property, beginning at Aaron Drive and extending a distance of fifty (50) feet along said border, as shown on the map attached hereto as Exhibit "A" and made a part hereof.

(b) Hawbaker shall maintain a minimum setback of thirty-seven and one-half ($37\frac{1}{2}$) feet along the remaining border of the Association's property, as shown on Exhibit "A".

(c) From the Hawbaker/Dreibelbis property line to the point where the Association's property corner adjoins the Dreibelbis property, Dreibelbis shall maintain a minimum setback distance

which shall increase from thirty-seven and one-half (37½) feet at said property line to fifty (50) feet at a point fifty (50) feet from Herman Drive, as shown on Exhibit "A".

(d) The setback area identified in this Agreement shall remain undisturbed. No buildings, structures, lighting fixtures or parking areas shall be placed within such setback. Trees and vegetation shall not be removed or otherwise disturbed without written consent of the Association.

(e) Exterior lighting on the Dreibelbis and Hawbaker properties shall be designed and installed in such fashion that light trespass on Association property is minimized. Nuisance glare shall be controlled by the use of a maximum 400 watt metal halide lamp, maximum thirty (30) foot pole with a sharp cut off fixture and a house side shield.

(f) In the event of a rezoning of the Dreibelbis or Hawbaker properties, a chain link fence, including a top and bottom rail, with a height of six (6) feet, fitted with PVT® fence slats (color to be approved by Association) to block visibility, shall be installed and maintained by Dreibelbis and Hawbaker, beginning at the corner of the Hawbaker/Association property boundary at Aaron Drive, and extending at an angle to a point fifty (50) feet south of the right of way of Aaron Drive at the setback line established herein, and then extending along said setback line to a point fifty (50) feet from the right of way of Herman Drive, and then proceeding at an angle to meet at

BOOK 752 PAGE 934

the southeast corner of the Association property, connecting with any fence erected by the Association, all as shown on Exhibit "A". Association may, at its cost and expense, install trees and shrubbery for screening purposes, on that portion of the fenced area located on the Association side of the fence line established herein.

2. The Association shall not object to an application for rezoning of the Hawbaker or Dreibelbis properties to any zoning district which allows retail commercial or office uses.

3. This Agreement establishes restrictive covenants that are intended to run with the land of Hawbaker and Dreibelbis and inure to the benefit of and be enforceable by the Association.

4. The requirements of this Agreement shall be applied to any Land Development Plan submitted to Ferguson Township, following approved rezoning to any district other than R-3, for the Dreibelbis and Hawbaker properties.

5. The terms and conditions of this Agreement shall run with the land and be binding upon the heirs, successors and assigns of all parties to this Agreement.

6. This Agreement shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania.

7. If any provision in this Agreement is determined to be invalid, it shall not affect the validity of the remaining provisions of the Agreement.

8. This Agreement constitutes the entire agreement between the parties. All other understandings, whether oral or written, are hereby merged into this Agreement. This Agreement may be modified only in writing with the mutual consent of all parties.

IN WITNESS WHEREOF, the parties hereto affix their hands and seals the day and year first above-written.

WITNESS:

AARON VILLAGE CONDOMINIUM ASSOCIATION

Clayton E. Konkaly

By:

[Signature]

DREIBELBIS FAMILY PARTNERSHIP:

Galen E. Dreibelbis [SEAL]
Galen E. Dreibelbis

Jack H. Dreibelbis [SEAL]
Jack H. Dreibelbis

Donald A. Dreibelbis [SEAL]
Donald A. Dreibelbis

June D. Rudy [SEAL]
June D. Rudy

Dean E. Dreibelbis [SEAL]
Dean E. Dreibelbis

HAWBAKER:

Glenn O. Hawbaker, Sr. [SEAL]
Glenn O. Hawbaker, Sr.

Thelma M. Hawbaker [SEAL]
Thelma M. Hawbaker

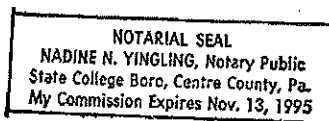
Marie McLennan
Marie McLennan

BOOK 752 PAGE 936

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF CENTRE) SS:

On this, the 31st day of March, 1994, before me, a Notary Public, the undersigned officer, personally appeared David T. Gingham, who acknowledged himself/herself to be the President of Aaron Village Condominium Association, and that he/she as such President is authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the association by himself/herself as President.

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



Nadine N. Yingling [SEAL]
Notary Public

ACKNOWLEDGMENT

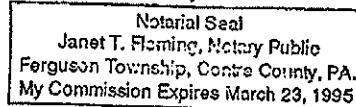
COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF CENTRE) SS:

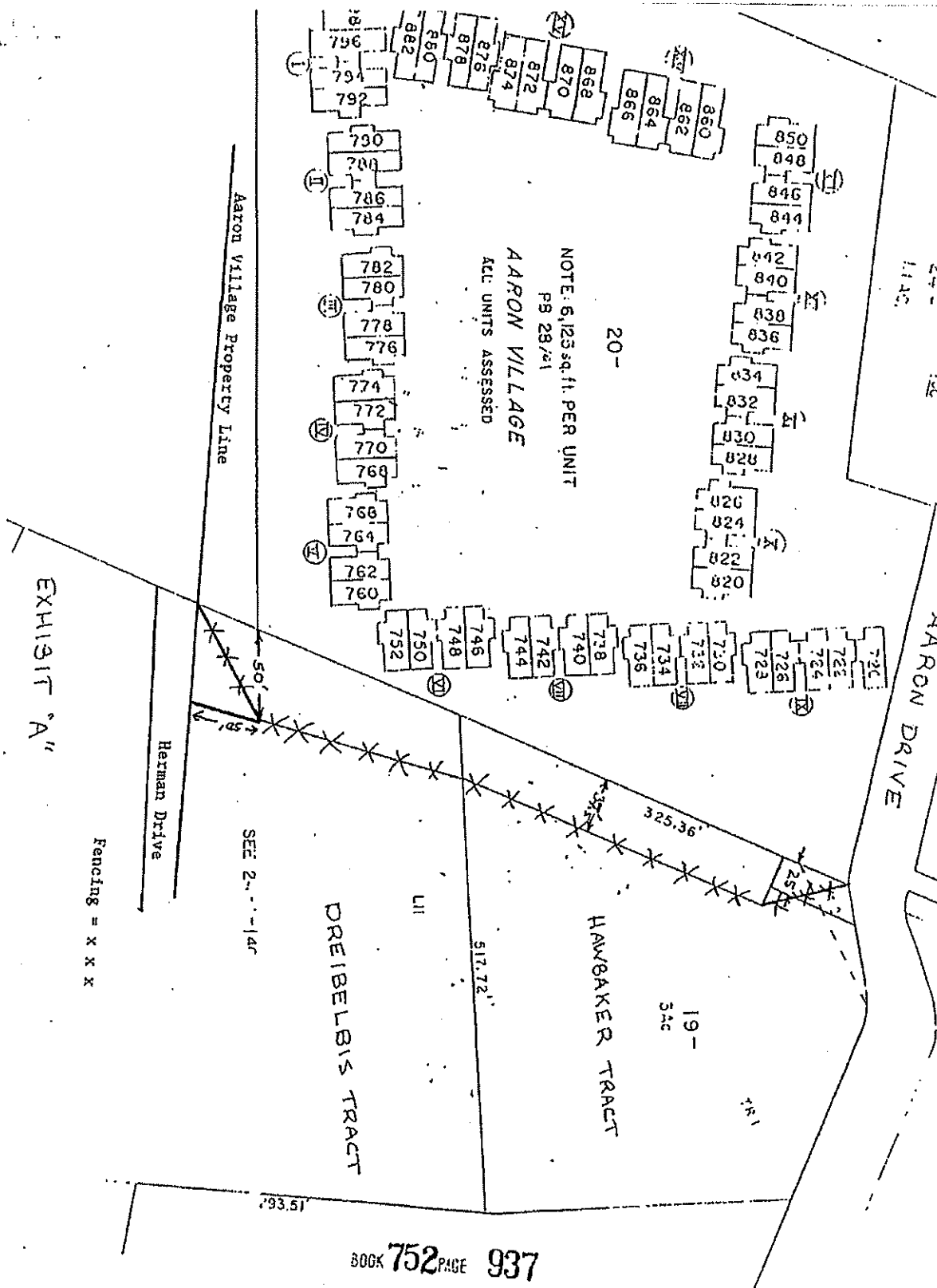
On this, the 31st day of March, 1994, before me, a Notary Public, the undersigned officer, personally appeared Galen E. Dreibelbis, Jack H. Dreibelbis, Donald A. Dreibelbis, June D. Rudy, Dean E. Dreibelbis, Glenn O. Hawbaker, Sr., and Thelma M. Hawbaker, individually, known to me (or satisfactorily proven) to be the person whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

Janet T. Fleming [SEAL]
Notary Public

Recorded in Centre County Recorders Office
in Rec Book 752 Page 231 This 7th Day of
APRIL AD 19 94 Witness my hand & seal of
Office. Wayne M. Peter Recorder





Declaration, (iii) attachments to the Declaration, (iv) the By-Laws, and subject also to: (v) such Rules and Regulations as the Condominium Executive Board may duly adopt, and each and all of the aforesaid five provisions being for the purposes of effecting this Condominium and of protecting the value and desirability of said property and of each part thereof, which provisions shall run with the real property and be binding on all parties having any right, title or interest in the property or any part thereof, and their heirs, successors, administrators and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

The following terms shall have the meanings herein ascribed to them, unless the context clearly indicates otherwise:

Section 1. "Building" means a four or five (4) or (5) unit dwelling structure, as well as improvements comprising a part thereof, i.e. patios, decks, garages, etc., as are the subject hereof, and which has been constructed on the property.

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

Section 3. "Common Elements" or "Common Areas" means and includes: (a) the land on which the building is located and those portions of the building as are not included in any Unit; (b) the yards; (c) insulation and systems as comprise all central services and utilities; including water lines up to unit shut-off valves; (d) all apparatus and installations existing for common use; (e) all other elements of each building necessary or convenient to its existence, management, operation, maintenance and safety, and normally in common use; and (f) such areas and facilities as are so designated on the

Declaration Plan; but does not include such, or such parts, or features of the foregoing as are of entirely private use within a Unit.

Section 4. "Limited Common Elements" or "Limited Common Areas" means all those areas designated in this Declaration or the Declaration Plan or by resolution of the Board as reserved for the use of certain Unit or Units to the exclusion of other Units. Such right of use may be reserved as an interest appurtenant to a particular Unit or Units, but in all other respects shall be and remain Common Elements or Common Areas.

Section 5. "Common Expenses" means and includes: (a) expenses of administration, maintenance, repair and replacement of the Common Elements; (b) expenses agreed upon as common by all the Unit Owners; (c) expenses declared common by the provisions of the Act, or by this Declaration of the By-Laws; and (d) expenses duly declared common by the Board pursuant to the provisions of this Declaration or of the By-Laws; and as provided under any amendments made to said Act or instruments.

Section 6. "Executive Board" as provided by said Act, means a group of natural individuals of the number stated in the By-Laws who are residents of Pennsylvania, who may or may not be Unit Owners, and who shall manage the business, operations and affairs of the Property on behalf of the Unit Owners and in compliance with the Act.

Section 7. "Declaration" means this instrument by which the Property is submitted to the provisions of the Act, and any amendments hereto.

Section 8. "Declaration Plan" means a professionally prepared plan of the property under Sections 3210 of the Act. Said plan is recorded or to be recorded, and a copy thereof is available for inspection at the office of Declarant.

Section 9. A "Condominium" or "Association" means all of the Unit Owners in the buildings, bound individually and as a group pursuant to this Declaration and to the By-Laws.

Section 10. "Majority" or "Majority of the Unit Owners" means the owners of more than fifty (50%) percent in the aggregate of ownership in the Common Elements, tabulated according to votes so based and assigned in Exhibit "B" under Article III, Section 4.

Section 11. "Person" means a natural individual, corporation, partnership, association, trustee or legal entity.

Section 12. "Property" means and includes the land, the building, all improvements thereon and therein, and all easements, rights and appurtenances belonging thereto, which are represented in the Declaration Plan and are declared by this instrument to be submitted to the provisions of the Act.

Section 13. "Recorded" means that an instrument has been duly entered of record in the Office of the Recorder of Deeds of Centre County, Pennsylvania.

Section 14. "Recorder" means the Recorder of Deeds of Centre County, Pennsylvania.

Section 15. "Revocation" means an instrument signed by all of the Unit Owners and by all holders of liens against the Units by which the property is removed from the provisions of the Act.

Section 16. "Unit" means a residence component as a part of a building designed and intended for independent private use, and designated as a Unit by the Declaration Plan, and the same shall include its assigned proportionate undivided interest in the Common Elements, and shall include also all of the rights, privileges, immunities, and obligation attaching thereto as is provided and referred to herein.

Section 17. "Unit Designation" means the number thereof used for designating each Unit in the Declaration Plan.

Section 18. "Unit Owners" means the person or persons owning a Unit by deed as provided in said Act.

ARTICLE II
Name and Description

Section 1. Identification of Units. The name by which the Property will be known is Aaron Village Townhouse Association, a Condominium. The name under which the business operation and affairs of the Property and Unit Owners shall be managed on behalf of the Unit Owners is Aaron Village Townhouse Association, Condominium Association, a collectivity of Unit Owners under the Pennsylvania Uniform Condominium Act.

Section 2. Description of Property. The property herewith submitted to the condominium form of ownership under the Act is described on The Declaration Plan, and is also legally described as is set forth on Exhibit "A", attached hereto as a part hereof.

ARTICLE III

Units and Common Elements

Section 1. Identification of Units. The Property consists of Units and Common Elements shown on the Declaration Plan professionally verified in accordance with Section 3210 of the Act. Each Unit is numerically identified on the Declaration Plan by the Unit Designation assigned to each Unit. The Declaration Plan is or is to be recorded in the Office of Recorder concurrently with the recordation hereof. For any and all purposes, each Unit may be identified and shall be deemed fully and accurately described solely by reference to the letter and number designed on the Declaration Plan.

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

1. Interior portion enclosed within walls, ceilings and floors including all interior walls, floors and ceilings and their coverings, and including all interior portions of the garages, patios and decks. (including fences);
2. All doors; windows, grills and vents together with all their hardware and their appurtenances and accessories;
3. All appliances, fixtures, electrical switches and receptacles, internal wiring common to the unit, tubs, faucets, hot and cold water systems, from and including each units curb box to the building, heating system, water closets, tubs, showers, sinks, cabinets, meters and similar accessories;
4. All that undivided proportionate interest in the Common Elements assigned to it.

The following portions of the buildings are not included in the above.

1. All pipes, ducts, wires, cables, passageways or conduits as may be of service to more than one unit or to common elements.
2. All items of service, use or benefit to more than one unit.

Section 3. Description of Common Elements. The Common Elements are as defined above and consist of all parts and portions of the Property not included in Units, and not including such portions of the Property or rights therein as are otherwise owned and reserved. The Common Elements specifically include all items of service, use, or benefit to more than one unit and as so designed, installed, and provided by Declarant, or by the Board.

Section 4. Interest in Common Elements. Each Unit Owner shall own an undivided one-sixty-fifth (1/65) interest in the Common Elements. Such ownership runs with title to each Unit and may not be separated therefrom; provided, however, that the proportionate undivided interest in the Common Elements (expressed as a percentage) may be altered by the recording of an amendment to this Declaration, duly executed by all Unit Owners affected thereby. The total of all such undivided interests shall be 100 percent in the aggregate.

Section 5. Special Uses. Certain parts or portions of the Common Elements may be specially assigned in writing by the Board for use by particular Unit Owners, and such written assignments shall be reasonably made with consideration for such assignees as well as for others as may be concerned or affected.

Section 6. Easements:

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

b. Each Unit shall have an easement to the extent necessary for structural support over every other affected Unit and over each to the extent necessary, shall be subject to such easement for structural support.

c. Each Unit Owner shall pay for his own water service, it being understood and agreed as a condition of this Declaration of Condominium that failure of any individual owner to pay for water service could result in the termination of water services to him or his or all the Condominium Units in the Aaron Village Townhouse Association by the State College Borough Water Authority. It is understood as a condition of this Declaration of Condominium that each individual Unit Owner shall make payment promptly and when due of all charges due the State College Borough Water Authority.

It is understood that the responsibility and jurisdiction of the State College Borough Authority for maintenance ends at the curb stop of the Authority, which shall be located in the public right-of-way adjacent to the private property line of the common elements. The service lines and shut off valves shall be maintained as further specified in this Declaration and in the Code of Regulations of Aaron Village Townhouse Association intended to be recorded in the office of the Recorder of Deeds of Centre County, Pennsylvania, with this Declaration.

It is understood and agreed that all properties are under and subject to an Agreement between Declarants and the State College Borough Water Authority, granting the authority an easement in the Common Elements and on each and every lot for the purpose of access to shut off water valves for the purpose of reading, repairing and replacing water meters on such lots.

d. The Property and all parts thereof is subject to right-of-ways, easements, covenants, restrictions or conditions as may be set forth in prior instruments of record, and to right-of-way for utilities now or hereafter established or granted by Declarant or by the Board. The property is subject to perpetual rights of way over prescribed common roadways for ingress and egress to Common Elements and to Units as necessary and convenient, but which, unless and until dedicated and accepted as public roads, shall be subject to the regulations and control of the Board for the good of the Unit Owners.

ARTICLE IV

Use, Purposes and Restrictions

The Property, including the building, the Units, and the Common Elements intended to be used for the following purposes, and their use is hereby restricted as follows:

Section 1. Unit Restrictions. No Unit may be divided or subdivided into a smaller unit, nor may any portion of any Unit be added to or incorporated into another Unit, nor any portion less than all thereof sold or otherwise transferred without first amending the Declaration to show the changes in the Units, to be affected thereby.

Section 2. Residential Use. Each Unit is hereby restricted to residential use by the Unit Owner thereof, his tenants, his immediate family, guests and invitees. Each of the Units is intended for independent use and shall be used only as a residence and for the purposes incidental to such uses. The Declarant however shall have the right to use any Units owned by it for rental units, models and for sales and administrative offices.

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

Section 4. Leasing. A Unit may be rented for residential purposes by the owner thereof under a lease for a term of at least one month, providing that the lease is made subject to all provisions as affect the owner himself to the end that the tenant shall be bound at least as is the owner with reference to possession, use and occupancy, and in all ways pertaining thereto of the rules and regulations of the condominium.

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

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

Section 7. Maintenance and Repair of Common Elements.

The maintenance and repair of Common Elements and the making of additions or improvements thereto shall be carried out only as provided under the By-Laws, established and adopted pursuant to the provisions of Section 3307 of the Act and recorded or to be recorded, as aforesaid, and as the same may be duly amended from time to time. The responsibility of State College Borough Authority for water line maintenance ends at the curb stop in the public right of way, and the lines from that point to Unit curb boxes is the responsibility of the Condominium as a Common Expense.

ARTICLE VCommon ExpensesSection 1. Condominium Expenses. The Declarant, for each

Unit owned, hereby covenants with, and each subsequent Unit Owner(s) by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is conclusively deemed to covenant and agree to pay to the Board or its designee, as representative of Aaron Village Townhouse Association, a Condominium, such assessments and/or charges including late fees or penalties, as may be levied by the Board to cover the reasonable share of Common Expenses incurred in maintaining, improving and managing Aaron Village Townhouse Association, a Condominium. Such assessment and/or charges shall run with the land and shall be a continuing lien upon each Unit until paid. Such assessments and/or charges may be enforced in any court of law or equity having jurisdiction thereof, as provided for herein shall be subordinate to the lien of any first mortgage.

Section 2. Special Expenses. Where in the judgment of the Board it is determined that an expense is peculiar to and of special benefit to only certain Units, one or more, and is not foreseeably to be repeated generally throughout the property, it shall make a special assessment on such account against only such Units as are so affected, and the same shall be subject to the foregoing provisions of Section 1, hereof, like any other assessment. The provisions hereof shall be applicable under Article VII, Section 1 (e) below.

ARTICLE VI

Encroachments

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

ARTICLE VII

Easements

Section 1. Unit Owners and Executive Board. (a) Each Unit Owner, as needed, shall have an easement in common with all other affected Unit Owners to have, use and repair, or to have repaired or replaced, as necessary, all pipes, wires, ducts, cable, conduits, chimneys, public utility lines and other elements in any way located in any Unit or forming any part of the Common Elements. In addition, each Unit shall be subject to, and shall have, such easements of support and shelter from, under, against and over such other Units, as may be necessary for the soundness and quiet enjoyment of each Unit, and as may be necessary for the soundness and needs of structural Common Elements. (b) The Executive Board shall have the right to reasonable access to each Unit to inspect the same, and to provide for removal of violations therefrom and generally to the extent set forth under the By-Laws, and to provide for service, maintenance, repair or replacement of Common Elements as necessary; and to service, maintain, repair, and replace such other equipment or elements as may be the responsibility of the Executive Board. (c) All repair work contemplated by this Article shall be performed solely through the Executive Board; provided, however, that nothing contained herein shall be construed to prevent the levying of a special assessment and/or charge on one or more Unit Owners for work performed in relation to the easements provided and referred to herein. (d) All such easements shall run with the land and inure to the benefit of and

be binding upon the Board, each Unit Owner and each mortgagee, lessee, occupant, or other person having any interest in any Unit or in Common Elements. (e) Assessments, as special assessments under Article V, Section 2, above, shall be made by the Board after it determines that one or more Unit Owners are responsible for the problem or problems which necessitated the work performed.

ARTICLE VIII

Executive Board and Voting

Section 1. Unit Owners Association. A Unit Owners Association shall be organized contemporaneously herewith. Membership in the Association shall consist exclusively of all the Unit Owners.

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

Section 3. Executive Board Members and Officers. The Association shall elect an Executive Board who may act in all instances on behalf of the Association. The names of the first members of the Executive Board are, Neil C. Donahue, President, Lillian Schwab, Secretary, and Charles M. Gambone, Treasurer. The aforesaid first members shall serve until their successors have been elected by the Association pursuant to By-Laws and after deeds have been recorded placing title to at least seventy-five (75%) percent of the Units in the names of owners other than the Declarant, or July 1, 1982, whichever first occurs.

In the interim, not more than sixty (60) days after conveyance of twenty-five (25%) percent of the Units to Unit Owners other than a Declarant, a fourth member shall be elected by Unit Owners other than the Declarant.

Not later than sixty (60) days after conveyance of fifty (50%) percent of the Units to Unit Owners, other than Declarant, a fifth member shall be elected by Unit Owners other than the Declarant. The five-member Executive Board shall serve until the first meeting of The Association pursuant to the By-Laws.

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

ARTICLE IX

Separate Mortgages, Taxes, Utility Charges

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

Section 2. Taxes. It is understood that real estate taxes are to be separately taxed to each Unit Owner for his Unit, and his undivided percentage of ownership in the Common Elements shall be separately assessed to and the taxes levied thereon shall be paid by the Association.

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

BOOK 160 PAGE 391

ARTICLE XInsurance

Section 1. Coverage. The Executive Board shall obtain and maintain, on behalf of and for the benefit of the Unit Owners, insurance coverage as set forth in paragraphs 2 through 6 hereof. All insurance affecting the property shall be governed by the provisions of this Section.

Section 2. Physical Damage. All buildings and improvements (as defined in paragraph 3 hereof), and all of the personal property owned in common shall be insured, for the benefit of the Association, the Unit Owners and mortgagees of Units, against risks of physical damage as follows:

(a) Amounts. As to real property, for an amount equal to its full insurable replacement cost; as to personal property, for an amount equal to its actual cash value. As soon as practicable and at least annually thereafter, the Board shall obtain an appraisal from a qualified appraiser, primarily engaged in preparing estimates of insurable value, acceptable to the insurance carrier or carriers, writing the Board's policies for the purpose of determining the replacement cost of such real property.

(b) Risks Insured Against. The insurance shall afford protection against loss or damage by reason of:

- (i) Fire and extended coverage;
- (ii) Vandalism and malicious mischief;
- (iii) Such other risks of physical damage as the Board may from time to time deem appropriate.

(c) Other Provisions. The insurance shall contain the following provisions:

- (i) Waivers by the insurer of rights of subrogation against the Board and the Unit Owners;
- (ii) That the insurance shall not be affected or diminished by reason of any other insurance carried by any Unit Owner or mortgagee of a Unit;

(iii) That the insured shall not be affected or diminished by any act or neglect of any Unit Owner or any occupants or owners of any improvements when such act or neglect is not within the control of the Board;

(iv) That the insurance shall not be affected or diminished by failure of any Unit Owner or any occupants or owners of any improvements to comply with any warranty or condition when such failure to comply is not within the control of the Board;

(v) That the insurance may not be cancelled or substantially modified (except for the addition of property or increases in amount of coverage) without at least thirty (30) days prior written notice to the named insured, and to all mortgagees of Units;

(vi) Provisions for indemnification of mortgagees of Units;

(vii) The standard mortgagee clause, except that any loss otherwise payable to named mortgagees shall be payable in the manner set forth in Subsection (c) or Paragraph 11, hereof;

(viii) Adjustment of loss shall be made with the Board as the exclusive authority for the insured;

(ix) Proceeds for losses under \$10,000 shall be paid to the Board and proceeds for losses over \$10,000 shall be payable to the Trustee (see paragraph 11, below);

(x) The named insured shall be the Association;

(xi) All policies shall be written with a company licensed to do business in the Commonwealth of Pennsylvania and holding a rate of "AAA" or better by Best's Insurance Reports, or by an equivalent rating bureau should Best's Insurance Reports cease to be issued;

(xii) The insurance policies to the Board on behalf of the Unit Owners covering the Condominium Property cannot be cancelled, invalidated or suspended on account of the conduct of any one person or unit owner, and cancellation, invalidation, or suspension cannot for any reason be effected without at least thirty (30) days prior written notice to each Unit Owner and all holders of any mortgages permitted hereunder; and

(xiii) That all policies covering the Condominium Property cannot be cancelled, invalidated, or suspended on account of the conduct of any officer or employee of the Board or any Owner without prior demand in writing that the Board or such Owner cure the defect and without providing a reasonable period of time thereafter in which to cure same.

Section 3. Casualty and Liability Insurance. To the extent available, the Board shall obtain and maintain comprehensive general liability insurance in such limits as the Board may from time to time determine insuring the Association, the Board, the Officers, the Manager (at the discretion of the Board), and each Unit Owner for claims arising out of or in connection with the ownership, operation, or maintenance of any of the Property, excluding however, Unit Owner liability coverage for claims arising in connection with that portion of the Property used and occupied exclusively by a particular Unit Owner. Such comprehensive general liability insurance shall also cover, to the extent such insurance is available, cross liability claims of one insured against the other. The Board shall review such limits once a year.

Section 4. Directors and Officers Liability Insurance. To the extent available the Board shall obtain and maintain a comprehensive general liability insurance policy in such limits as the Board may from time to time determine or in such limits as may be available, insuring the Board members, the Officers, the Manager (at the discretion of the Board), for claims arising out of or in connection with the management, operation or maintenance of any of the Property, such policy shall insure the Board members and Officers against any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith.

Section 5. Workmen's Compensation Insurance. The Board shall obtain and maintain Workmen's Compensation Insurance, if necessary, to meet the requirements of the laws of the Commonwealth of Pennsylvania.

Section 6. Other Insurance. The Board is authorized to obtain and maintain such other insurance or bonds as it shall

determine from time to time to be desirable.

Section 7. Insurance by Unit Owners. Unit Owners shall not be prohibited from carrying insurance for their own benefit provided that all such policies shall contain waivers of subrogation against all other parties insured by the comprehensive general liability insurance of Section 3 and further provided that the liability of the carriers issuing the insurance obtained by the Board shall not be affected or diminished by reason of any such additional insurance coverage by any Unit Owner. In no event, however, shall the insurance coverage obtained and maintained by the Board hereunder be brought into contribution with insurance purchased by individual Unit Owners of their mortgagees.

Section 8. Filing of Individual Policies. Each Unit Owner shall file any individual policies of insurance (excluding policies restricted to personal property) with the Board within thirty (30) days after purchase thereof. The Board shall maintain the file thereof.

Section 9. Premiums. Premiums upon insurance policies purchased by the Board shall be paid as a Common Expense.

Section 10. Trustee. All insurance policies purchased by the Board shall be for the benefit of the Association, the Unit Owners and their mortgagees, as their interests may appear, and shall provide that all proceeds covering property losses under \$10,000 shall be payable to the Association and all proceeds covering losses in excess of that amount shall be paid to a bank with trust powers, insured by an agency of the United States, or to such other person or entity as is acceptable to the Board, and the insurance carrier, which trustee is herein referred to as the "Trustee". The Trustee shall not be liable for payment of premiums, nor for the renewal or the sufficiency of the policies, nor for the failure to collect any insurance proceeds. The duty of the Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Association, the Unit Owners and their mortgagees in the following shares:

(a) Common Elements. Proceeds on account of damage to Common Elements as undivided share for each Unit Owner, such share being the same as the percentage of undivided interest of such Unit Owner as set forth in the Declaration.

(b) Units. Proceeds on account of damage to Units shall be held in the following undivided shares:

(i) When a building is to be restored--for the Owners of damaged units in proportion to the cost of repairing the damage suffered by each Unit Owner, which cost shall be determined by the Board. (Damage suffered by a Unit Owner shall not be deemed to include damage to any items specifically excluded from insurance coverage, pursuant to the provisions of this article.)

(ii) When a building is not to be restored--an individual share for each Unit Owner, such share being the same proportion as the Unit's square footage bears to the total square footage of the building not to be restored.

(c) Mortgagees. In the event a mortgagee endorsement has been issued, with respect to a particular unit, the share of the Unit Owners shall be held in trust for the mortgagee and the Unit Owner as their interest may appear; provided, however, that no mortgagee shall have the right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.

Section 11. Distribution of the Insurance Proceeds by Trustee. Proceeds of insurance policies received by the Trustee shall be distributed to or for the benefit of beneficial owners in the following manner:

(a) Expense of the Trust. All expenses of the Trustee shall be first paid or provisions made therefore.

(b) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof of consummating the full repair or reconstruction of the property

to a condition substantially similar to that which existed immediately prior to the damage. Each unit owner shall personally assume the additional expenses of any improvements made which would restore the unit to a condition superior to that which existed immediately prior to the damage.

(c) Unit Owners Liability. In the event that the proceeds of insurance are not sufficient to repair or reconstruct the damaged portions of the property, then the repair or reconstruction shall be accomplished by the Association as a common expense, in proportion to the undivided percentage interests in the common elements. Unit owners may apply the proceeds from any individual insurance policies that may have been obtained to the share of such common expense as may be assessed against them.

(d) No Reconstruction or Repair. The damage shall not be repaired or reconstructed if the condominium is terminated or if eighty percent (80%) of the unit owners vote not to rebuild. If the unit owners so vote not to rebuild, the insurance proceeds shall be distributed to all the unit owners and lien holders, as their interests may appear, in proportion to their common element interests. If the condominium is terminated, then the proceeds shall be distributed as set forth in the uniform condominium act.

ARTICLE XI

MAINTENANCE AND ALTERATIONS

Section 1. Each unit owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs and replacements within his own units. No alterations of any of the common elements, or any additions or improvements thereto, shall be made by any unit owner without the prior written approval of the Executive Board.

ARTICLE XIIUNIT SUBJECT TO DECLARATION

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

ARTICLE XIIILIABILITY AND INDEMNIFICATION

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

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

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

3. Shall have no personal liability in tort to a unit owner or any other person or entity direct or imputed, by virtue of acts performed by them, except for their own willful misconduct or

gross negligence, or acts performed for them, in their capacity as such; and

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

Section 2. Indemnification by Unit Owners: The unit owners shall indemnify and hold harmless to the extent not covered by insurance, any person, his heirs and personal representatives, from and against any and all personal liability, and all expenses, including counsel fees, incurred or imposed, or arising out or in settlement of any threatened, pending or completed action, suits or proceedings, whether civil, criminal, administrative or investigative, instituted by any one or more unit owners or any other persons or entities, to which he shall be made or threatened to be made a party by reason of the fact that he is or was a member of the Executive Board or an officer or assistant officer, other than to the extent, if any, that such liability or expense shall be attributable to his willful misconduct or gross negligence, PROVIDED, in the case of any settlement that the Executive Board shall have approved the settlement, which approval shall not be unreasonably withheld. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled as a matter of law or agreement or vote of unit owners or of the Executive Board or otherwise. The indemnification by the unit owners set forth in this Section 2 of Article XIII shall be paid by the Executive Board on behalf of the unit owners and shall constitute a common expense and shall be assessed and collectible as such.

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

BOOK 160 PAGE 399

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Section 4. Costs of Suit in Actions Brought by One or

More Unit Owners on Behalf of all Unit Owners: If any action is brought by one or more but less than all unit owners on behalf of all unit owners and recovery is had, the plaintiff's expenses, including reasonable counsel fees, shall be a common expense, provided that if such action is brought against all unit owners or otherwise against all other unit owners or against the Executive Board, the officers, assistant officers, employees or agents in their capacities as such, with the result that the ultimate liability asserted would, if proved, be borne by all the unit owners, the plaintiff's expenses, including counsel fees, shall not be charged to or born by the other unit owners, as a common expense or otherwise.

Section 5. Notice of Suit and Opportunity to Defend:

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

ARTICLE XIV

AMENDMENT

Section 1. This Declaration may be amended, subject to the restrictions of the Act, by the vote of 75% of the unit owners and only after giving the mortgagees 30 days previous notice of the amendment. No amendmmnt shall be effective until properly recorded.

ARTICLE XVTERMINATION

Section 1. The property may be removed from the provisions of the Act by a written ratification, duly recorded, and executed by all the unit owners, holders of all mortgages, judgments or other liens affecting the units. Once the property has been removed, and if it is not to be sold, the former unit owners shall become tenants in common with the property as provided by the Act.

ARTICLE XVIINTERPRETATION

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

ARTICLE XVIIJOINDER

Section 1. The present unit owners in Aaron Village Townhouse Association join in this Declaration thereby agreeing to the terms hereof and intending to be bound thereby, fully acknowledging that this declaration amends and supersedes the previous declaration recorded on behalf of the association as set forth in Centre County Miscellaneous Book 152, Page 325-348 inclusive.

ARTICLE XVIIISEVERABILITY

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

ARTICLE XIXCAPTIONS

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

ARTICLE XXCONFLICTS

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

ARTICLE XXIRESERVATION OF RIGHTS

Section 1. Declarant fully intends to complete development of all 65 townhouse units as described in the condominium plan of record in the office of the Recorder of Deeds of Centre County. However, Declarant reserves the right to terminate construction of additional units at any time in the event Declarant deems it unpractical or economically infeasible to continue with the project. If that should occur, Declarant further reserves the right to withdraw from the Declaration that land not utilized by Association or necessary for its continued operation. In the event a dispute should occur relative to the rights of either party arising herein, both the Association and the Declarant shall appoint a competent real estate broker licensed to practice in Centre County, and the two so selected shall select a third. The majority decision of the Board of Arbitration shall be conclusive and binding upon the parties.

Declarant agrees that Declarant shall provide, for all units under construction, fire and extended coverage insurance as well as such other insurance, including contractors liability insurance customarily carried by contractors in Centre County.

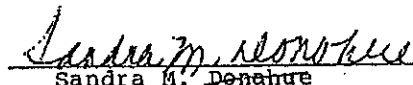
Declarant shall forward a copy of occupancy permits to the Secretary of the Association by certified mail, return receipt requested. Within 30 days of receipt thereof, Association shall secure fire and extended coverage insurance on the new units under the Association Insurance Policy.

During the construction phase of the project until all units are constructed, all assessments, exclusive of insurance, shall be apportioned among the 65 units proposed by Declarant, and Declarant shall be entitled to one vote per unit, whether constructed or otherwise.

The cost of insurance shall be assessed against those units for which occupancy permits have been issued which are covered under the Association policies as otherwise provided herein.

IN WITNESS WHEREOF, the Declarants have hereunto caused their presence to be executed and their seals to be hereunto affixed at State College, Pennsylvania, this 1st day of September, 1981.

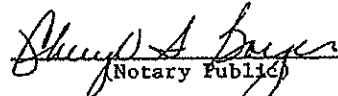
 (SEAL)
Neil C. Donohue

 (SEAL)
Sandra M. Donohue
DONOHUE

COMMONWEALTH OF PENNSYLVANIA)
) SS.
COUNTY OF CENTRE)

Before me the undersigned, personally appeared NEIL C. DONOHUE AND ~~XXXXXX XXXXXX, ATTORNEYS IN FACT FOR~~ SANDRA M. DONOHUE, known to me or satisfactorily proven to be the persons whose names are subscribed to the within Declaration and acknowledged that they executed the same for the purpose herein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and subscribed my seal the 1st day of September, 1981.


Notary Public
CHERYL S. BERGER, Notary Public
State College, Centre County, PA
My Commission Expires Nov. 17, 1984

OWNERS

Charles M. Johnson
794 West Aaron Drive
State College, PA

Donald F. Johnson
DONALD F. JOHNSON
874 W. Aaron Dr.
State College, Pa. 16801

K. KASRAIE
KOKOSH KASRAIE
790 WEST AARON DRIVE.
STATE COLLEGE, PA.

Margaret Newman
792 W. Aaron Dr
State College, PA 16801
Robert J. Newman
Jan L. Newman
788 West Aaron Dr.
State College, PA 16801

Stan Shepherd
860 W. Aaron Dr.
State College, Pa. 16801

Lillian B. Schork
796 W. Aaron Dr.
State College, Pa 16801

Walter M. Schork
798 W. Aaron Drive
State College, Pa
16801

Paul E. Pagani
866 W. Aaron Drive
State College, Pa.

AARON, VILLAGE

Phase I

<u>Bldg.</u>	<u>Unit</u>	<u>Address</u>	<u>Interest in Common Area</u>
1	A	798 W. Aaron	1.54%
	B	796 W. Aaron	1.54%
	C	794 W. Aaron	1.54%
	D	792 W. Aaron	1.54%
2	E	790 W. Aaron	1.54%
	D	788 W. Aaron	1.54%
	C	786 W. Aaron	1.54%
	B	784 W. Aaron	1.54%
14	E	860 W. Aaron	1.54%
	D	862 W. Aaron	1.54%
	C	864 W. Aaron	1.54%
	B	866 W. Aaron	1.54%
15	D	868 W. Aaron	1.54%
	B	870 W. Aaron	1.54%
	E	872 W. Aaron	1.54%
	C	874 W. Aaron	1.54%
16	B	876 W. Aaron	1.54%
	C	878 W. Aaron	1.54%
	D	880 W. Aaron	1.54%
	E	882 W. Aaron	1.54%

Phase II

3	D	782 W. Aaron	1.54%
	B	780 W. Aaron	1.54%
	E	778 W. Aaron	1.54%
	C	776 W. Aaron	1.54%
4	B	774 W. Aaron	1.54%
	C	772 W. Aaron	1.54%
	D	770 W. Aaron	1.54%
	E	768 W. Aaron	1.54%
10	E	820 W. Aaron	1.54%
	D	822 W. Aaron	1.54%
	C	824 W. Aaron	1.54%
	B	826 W. Aaron	1.54%
11	D	828 W. Aaron	1.54%
	B	830 W. Aaron	1.54%
	E	832 W. Aaron	1.54%
	C	834 W. Aaron	1.54%
12	B	836 W. Aaron	1.54%
	C	838 W. Aaron	1.54%
	D	840 W. Aaron	1.54%
	E	842 W. Aaron	1.54%
13	B	844 W. Aaron	1.54%
	D	846 W. Aaron	1.54%
	C	848 W. Aaron	1.54%
	A	850 W. Aaron	1.54%

Phase III

5	B	766 W. Aaron	1.54%
	D	764 W. Aaron	1.54%
	C	762 W. Aaron	1.54%
	A	760 W. Aaron	1.54%
6	A	752 W. Aaron	1.54%
	D	750 W. Aaron	1.54%
	C	748 W. Aaron	1.54%
	B	746 W. Aaron	1.54%
7	D	744 W. Aaron	1.54%
	B	742 W. Aaron	1.54%
	E	740 W. Aaron	1.54%
	C	738 W. Aaron	1.54%
8	B	736 W. Aaron	1.54%
	C	734 W. Aaron	1.54%
	D	732 W. Aaron	1.54%
	E	730 W. Aaron	1.54%
9	B	728 W. Aaron	1.54%
	C	726 W. Aaron	1.54%
	D	724 W. Aaron	1.54%
	E	722 W. Aaron	1.54%
	A	720 W. Aaron	1.54%

160 107

BEGINNING at an iron pin at the intersection of the South line of West Aaron Drive (a 60 foot right-of-way) and the East line of lands of J. Alvin Hawbaker, et ux. (formerly the Wolfe Farm); thence South 35° 36' East 700.48 feet along lands of D. E. Dreibelbis to a stone; thence South 43° 44' 45" West 666.30 feet along lands of Donald Dreibelbis to a concrete monument; thence North 34° 44' 15" West 556.53 feet along lands of J. Alvin Hawbaker to an iron pin; thence North 49° 16' East 314.21 feet to an iron pin; thence North 49° 16' East 314.21 feet to an iron pin; thence North 35° 12' West 156.59 feet to a point in the South line of West Aaron Drive; thence North 44° 32' East 114.87 feet along West Aaron Drive to a concrete monument; thence along a curve to the left having a radius of 1,058.64 interior angle 11° 07' and chord of North 38° 58' 30" West 205.08 feet to a concrete monument; thence North 33° 25' East 23.05 feet along same to an iron pin and the place of beginning.

CONTAINING 9.18 acres according to a survey by W. C. Arble, P.E. dated February 20, 1970.

BEING the same premises conveyed unto the Mortgagors herein by the deed of Centre Community Housing, Inc. dated December 15, 1977, recorded November 19, 1979, in Centre County Deed Book 391, page 894.

EXHIBIT "A"

BY-LAWS FOR
AARON VILLAGE TOWNHOUSE
ASSOCIATION, A CONDOMINIUM
(As Amended, December 28, 1994)

TABLE OF CONTENTS

ARTICLE I - <u>Membership</u>	1
Section 1. <u>Entitlement</u>	1
Section 2. <u>Transfer</u>	1
ARTICLE II - <u>Meetings - Voting</u>	1
Section 1. <u>Schedule</u>	1
Section 2. <u>Special Meetings</u>	2
Section 3. <u>Notice of Meetings</u>	2
Section 4. <u>Quorum</u>	3
Section 5. <u>Adjournment</u>	3
Section 6. <u>One Vote Per Unit/Majority Rule</u>	3
Section 7. <u>Voting Procedure</u>	3
Section 8. <u>Proxies</u>	4
ARTICLE III- <u>Executive Board</u>	5
Section 1. <u>Composition</u>	5
Section 2. <u>Powers and Duties</u>	5
Section 3. <u>Term of Office</u>	8
Section 4. <u>Subsequent Election and Term of Office of Replacements</u>	8
Section 5. <u>Removal of Members of the Executive Board</u>	8
Section 6. <u>Vacancies</u>	8
Section 7. <u>Organizational Meeting of the Executive Board</u>	9
(a) <u>Timing/purpose</u>	9
(b) <u>Election of Officers</u>	9
(i) <u>President</u>	9
(ii) <u>Vice President</u>	10
(iii) <u>Secretary</u>	10
(iv) <u>Treasurer</u>	10
(v) <u>Business Manager</u>	11
(c) <u>Holding Multiple Offices</u>	11
Section 8. <u>Meetings of the Executive Board</u>	11
Section 9. <u>Quorum</u>	11
Section 10. <u>No Compensation of Member of the Executive Board</u>	12
Section 11. <u>Qualifications of Executive Board Members</u>	12
ARTICLE IV - <u>Fiscal Management</u>	12
Section 1. <u>Calendar Fiscal Year</u>	12
Section 2. <u>Books and Accounts/Disclosures</u>	12
Section 3. <u>Annual Budget</u>	13

Section 4.	<u>Revision of Budget.</u>	13
Section 5.	<u>Availability of Revised Budget.</u>	13
Section 6.	<u>Assessments.</u>	14
A.	<u>Monthly Condominium Assessment</u>	14
B.	<u>Special Assessments of Expenses.</u>	14
C.	<u>Payment of Assessments, Late Fees, etc.</u>	15
Section 7.	<u>Surplus funds.</u>	15
ARTICLE V -	<u>Use Restrictions</u>	16
Section 1.	<u>Private Residential Use.</u>	16
Section 2.	<u>Unit Maintenance and Exterior Changes.</u>	16
Section 3.	<u>Household Waste Management.</u>	17
Section 4.	<u>Electrical System and Use.</u>	17
Section 5.	<u>Property Uses, Motor Vehicles, and Structures.</u>	17
Section 6.	<u>Signs.</u>	18
Section 7.	<u>Animals.</u>	18
Section 8.	<u>Nuisances.</u>	18
Section 9.	<u>Mailboxes.</u>	19
Section 10.	<u>Clotheslines.</u>	19
Section 11.	<u>Fences.</u>	19
Section 12.	<u>Rules and Regulations.</u>	20
Section 13.	<u>Executive Board Options for Violations and Reasonable Access to Unit.</u>	20
Section 14.	<u>Unit Owner Responsibility for Residents and Guests.</u>	21
ARTICLE VI -	<u>Amendments</u>	21

ARTICLE I

Membership

Section 1. Entitlement. The members of the Association shall consist of all the Unit Owners of the property in accordance with the respective percentages of the ownership of the said Unit Owners in the common elements of the Property. Such respective percentages of ownership shall be determined in accordance with the provisions of the Declaration.

Section 2. Transfer. Such membership shall be personal to each Unit Owner. It shall terminate upon a sale, transfer or other disposition of his or her ownership interests in the Property, accomplished in accordance with the provisions of the Declaration, and thereupon, the membership shall automatically transfer to and be vested in the new owner succeeding to such ownership interest. There shall be no other arrangement for acquiring, or having or transferring of membership.

ARTICLE II

Meetings - Voting

Section 1. Schedule. Meetings of the Association membership shall be held at such times and places within Centre County, Pennsylvania, as may be determined by provisions herein and as specified in the Notice of Meeting. There shall be biannual meetings of the Association. A "mid-year" meeting shall be held between June 1st and July 31st. A second "year end" meeting shall be held between December 1st of the same calendar year as the mid-year meeting and January 31st of the immediately succeed-

ing calendar year. At the mid-year meeting, there shall be elected by a ballot of the members those members of the Executive Board then due to be elected in accordance with Article III of the By-Laws. At the year end meeting, the estimated annual operating budget shall be made available for discussion and before same is adopted. At any meeting, the members shall also transact such other business as may concern the Association and/or the Property.

Section 2. Special Meetings. It shall be the duty of the President to call a Special Meeting of the members as directed by resolution of the Executive Board or Petition filed with the Secretary and signed by the owners of fifty (50%) percent of the ownership interests in the common elements.

Section 3. Notice of Meetings. It shall be the duty of the Secretary to hand deliver, or mail by United States Mail, postage prepaid, a Notice not less than ten (10) days nor more than sixty (60) days in advance of each bi-annual or Special Meeting, to each member of record, and addressed to the member at his/her Unit if occupied, and if not, then addressed to the member at his/her last known address. The Notice shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or By-Laws, any budget or assessment changes, and any proposal to remove an Executive Board member or officer. No business shall be transacted at a Special Meeting except as stated in the Notice.

Section 4. Quorum. The presence, either in person or by proxy, of the owners of thirty percent (30%) of the ownership interest in the common elements shall be required for and shall constitute a quorum for the transaction of business at all meetings of members. A quorum present at the beginning of a meeting shall constitute a quorum for the whole meeting.

Section 5. Adjournment. If at any meeting of members a quorum shall not be in attendance, those members who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time at which the original meeting was called.

Section 6. One Vote Per Unit/Majority Rule. Each Unit shall be entitled to one vote. If any Unit Owner consists of more than one person, the voting right of each Unit Owner shall not be divided but shall be exercised only as a unit.

Each question presented at a meeting shall be determined by a majority vote of those present in person or through proxy as set forth hereinafter unless by express provision of the Condominium Act or By-Laws, or of the Declaration, a different vote is required.

Section 7. Voting Procedure. If the owner of a Unit is a corporation, joint-venture, partnership, or unincorporated association, the natural person who shall be entitled to cast the vote for such Unit shall be the person named in a certificate executed by such entity pursuant to its governing documents. If the owner of a Unit is a trust, the trustee or trustees shall be deemed to be the owner for the voting purposes. Where the

ownership of a Unit is in more than one person, the natural person who shall be entitled to cast the vote of such Unit shall be the person named in a certificate executed by all of the owners of such Unit and filed with the Secretary or, in the absence of such named person from the meeting or the failure to execute and file such a certificate, the person who shall be entitled to cast the vote of such Unit shall be the person owning the unit who is present. If more than one of the multiple owners are present, the vote allocated to that Unit may be cast only in accordance with their unanimous agreement. There shall be deemed to be unanimous agreement if any one of the multiple owners casts the vote allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit. Such certificate shall be valid until revoked by a subsequent certificate similarly executed.

Section 8. Proxies. - A vote allocated to a Unit may be cast pursuant to a proxy duly executed by a Unit Owner. The proxy must be filed in writing with the Secretary prior to the commencement of a meeting or at the time that proxies are called for. If a Unit is owned by more than one person, each owner of the Unit may vote or register protest to the casting of votes by the other owners of the Unit through a duly executed proxy. A Unit Owner may not revoke a proxy given pursuant to this section except by actual notice of revocation to the person presiding over a meeting of the association. A proxy is void if it is not dated or purports to be revokable without notice. A proxy

terminates one year after its date unless it specifies a shorter term.

ARTICLE III

Executive Board

Section 1. Composition. The business, operation and affairs of the Property and of the collectivity of Unit Owners shall be managed on behalf of the Unit Owners by a board of five (5) natural individuals, who are each residents of Pennsylvania and who must be Unit Owners, in compliance with and subject to the Condominium Act, the Declaration, and the By-Laws. Such board is herein and in the Declaration called the "Executive Board".

Section 2. Powers and Duties. Subject to the limitations and restrictions contained in the Condominium Act, the Declarations, and By-Laws, the Executive Board shall have all powers and duties necessary and appropriate to maintain, improve, administer and manage the business, operation and affairs of the Property, and of the collectivity of Unit Owners. Such powers and duties of the Executive Board include, by way of illustration, but are not limited to, the following:

(a) To provide for and regulate the use, operation, maintenance, repair, improvement, modification and replacement of the common elements and limited common elements;

(b) The power to estimate, adopt, approve, and amend an annual operating budget and to make assessments for common expenses against the Units and to provide for the collection of

same from the Unit Owners according to their respective obligations.

(c) The promulgation, distribution, and enforcement of the rules and regulations, subject to the right of a Majority of the Unit Owners to change any such rules or regulations;

(d) The power to hire and terminate managing agents and other employees, agents and independent contractors;

(e) The power to enter into, perform under, and terminate, sell or assign contracts and any amendments thereto or replacements thereof, deeds, leases, and other written instruments or documents on behalf of the Association and/or collectivity of Unit Owners and to authorize the execution and delivery thereof by its officers;

(f) Consistent with the Condominium Act, the power to acquire, hold, encumber, and convey in its own name any right, title, or interest in real or personal property; grant easements, leases, licenses and concessions through or over the common elements; and impose and receive payments, fees or charges for the use, rental, or operation of the common elements.

(g) The opening of bank accounts on behalf of the collectivity of Unit Owners and designate the signatures therefor, and to obtain loans, and/or lines of credit. However, the Executive Board shall not be empowered to obtain loans and/or lines of credit until after having received approval of a majority of the Unit Owners to do so at a bi-annual or Special Meeting of the Unit Owners.

(h) To delegate to a managing agent authority to sign checks drawn on an operational expense checking account other than an account maintained for capital expenditures, without signatures of officers;

(i) To obtain and maintain insurance pursuant to Article X of the Declaration and Section 3312 of the Act, to the extent reasonably available;

(j) To intervene in, bring, prosecute, defend or settle litigation or administrative proceedings for and against itself, the collectivity of Unit Owners and the Property, and to pay any adverse judgment entered therein, provided that it shall make no settlement which results in a liability against the Association, the collectivity of Unit Owners or the Property in excess of Five Thousand (\$5,000.00) Dollars without the approval of a majority of the Unit Owners;

(k) To keep adequate books and records and make them available for inspection by the Unit Owners at reasonable times and places;

(l) To procure a yearly independent audit of the financial books and records of the Association.

(m) To exercise any and all other powers, necessary and proper for the governance and operation of the Association that may be exercised by legal entities of the same type as the Association;

(n) To interpret, apply and enforce the Declaration, By-Laws and rules and regulations of the Association, the determination

of which by the Executive Board shall be binding and final on all Unit Owners.

Section 3. Term of Office. Successors of the Executive Board shall serve for a three year term or until a successor has been appointed or elected, commencing with the expiration of any current three year terms in effect at the time of the adoption of these By-Laws.

Section 4. Subsequent Election and Term of Office of Replacements. Subject to the provisions of the preceding Section, a replacement member of the Executive Board shall be elected to serve until the next succeeding mid-year meeting of the members and until their respective successors are elected.

Section 5. Removal of Members of the Executive Board. At any bi-annual or Special Meeting of Unit Owners, any one or more of the members of the Executive Board may be removed with or without cause by a majority of Unit Owners, and successors may then or thereafter be elected by a majority of the Unit Owners to fill any vacancies thus created. Any member of the Executive Board whose removal has been proposed by the Unit Owners shall be given an opportunity to be heard at the meeting.

Section 6. Vacancies. The vacancies in the Executive Board caused by any reasons other than removal of a member thereof by a vote of the Unit Owners shall be filled by unanimous vote of the remaining members of the Executive Board even though less than a quorum, promptly after the occurrence thereof, and

each person so elected shall be a member of the Executive Board for the remainder of the term so filled.

Section 7. Organizational Meeting of the Executive Board.

(a) Timing/purpose. Subject to provisions hereinafter set out, an organizational meeting of the Executive Board shall be called by the President and held within five (5) business days following the mid-year meeting of the Unit Owners, at such time and such place as the newly elected members of the Executive Board shall determine, for the purpose of organization, and such other business as may be brought before the meeting.

(b) Election of Officers. At such organizational meeting, the Executive Board shall elect the following officers, whose duties shall be as follows:

(i) President. A President, who shall be the chief executive officer of the Association and shall have general charge and supervision over, and responsibility for, the business and affairs of the Association. Unless otherwise directed by the Executive Board, all other officers shall be subject to the authority and supervision of the President. The President may enter into and execute in the name of the Association, contracts or other instruments in the regular course of business, or if not in the regular course of business, those which are authorized, generally, or specifically, by the Executive Board. He shall have the general powers and duties of management usually vested in the office of the president of a corporation. The President

shall prepare, execute, certify and record amendments to the Declarations on behalf of the Association.

(ii) Vice President. A Vice President who shall perform such duties and have such authority as from time to time may be delegated to him by the President, or by the Executive Board. In the event of the absence, death, inability, or refusal to act by the President, the Vice president shall perform the duties and be vested with the authority of the President.

(iii) Secretary. A Secretary who shall cause notices of all meetings to be served as prescribed by the By-Laws and shall keep or cause to be kept the minutes of all meetings of the Unit Members and the Executive Board. The Secretary shall perform such other duties and possess such other powers as are incident to that office or as are assigned by the President of the Executive Board.

(iv) Treasurer. A Treasurer who shall have the custody of the funds and securities of the Association and shall keep or cause to be kept regular books of account for the Association. The Treasurer shall perform such other duties and possess such other powers as are incident to that office or as shall be assigned by the President or the Executive Board. Except wherein authority has been given by the Executive Board to a managing agent as provided in Article III, Section (2) (h) hereof, all checks representing payment on behalf of the Association shall be signed by two officers of the Association, as designated by the Executive Board, and the agreement with any bank shall at all

times indicate such requirement. Any other bank accounts or financial assets of the Association shall be withdrawable only by the written execution by two officers of the Executive Board as appointed by the Executive Board from time to time, and all such depository agreements or the like shall reflect such requirements.

(v) Business Manager. A Business Manager who shall perform such duties and have such authority as from time to time may be delegated to him or her by the President or by the Executive Board. In the event of absence, death, or refusal to act by either the Secretary or Treasurer, the Business Manager shall perform the duties and is vested with such authority.

(c) Holding Multiple Offices. The person elected as President shall only hold that position and no other. The persons holding the positions of Vice President, Treasurer, Secretary, or Business Manager may be separate individuals or one person may hold any two of the elected offices.

Section 8. Meetings of the Executive Board. Other than the organizational meeting referred to in the preceding paragraphs hereof, the Executive Board shall hold a regular meeting on the second Tuesday of each month, with Notice to the Unit Owners of the location and time of same, at which Unit Owners may attend. The Executive Board may also hold other meetings without notice to the Unit Owners at such times and places as the Executive Board may from time to time determine to be necessary.

Section 9. Quorum. A majority of the members in office

shall constitute a quorum at any meeting of the Executive Board, and the act of a majority of the members at a meeting at which a quorum is present shall be the acts of the Executive Board. If less than a quorum is present at any meeting, a majority of those present may adjourn the meeting from time to time, and at any adjourned meeting at which a quorum is present any business may be transacted which could have been transacted at the meeting originally called, without further notice.

Section 10. No Compensation of Member of the Executive Board. No member of the Executive Board shall be compensated for acting as such.

Section 11. Qualifications of Executive Board Members. No Unit Owner not actually residing in a Unit shall be qualified or permitted to serve on the Executive Board. No more than one of the owners of a single Unit shall be qualified or permitted to serve on the Executive Board at a time.

ARTICLE IV

Fiscal Management

Section 1. Calendar Fiscal Year. The Association shall follow a calendar based fiscal year which shall begin the first day of January of each year.

Section 2. Books and Accounts/Disclosures. Books and accounts of the Association shall be kept by or under the direction of the Treasurer and in accordance with customary accounting principles and practices. Within a reasonable time after the close of each fiscal year, but not later than February 15th of

the succeeding fiscal year, the Executive Board shall furnish the Unit Owners with a reasonably detailed statement of the income and disbursements of the Association for such prior year.

Section 3. Annual Budget. With respect to each fiscal year, the Executive Board shall cause an estimated annual budget to be prepared based on its estimation of the next ensuing annual expenses, and make same available for discussion at the time of the year-end bi-annual meeting, and prior to its adoption by the Executive Board. The budget shall segregate limited common expenses from general common expenses if and to the extent appropriate. A copy of the budget as adopted and notice of any capital expenditures shall be delivered to each Unit Owner promptly after either such approval. The Unit Owners, by majority vote, may reject any budget or capital expenditure approved by the Executive Board, within 30 days after the approval.

Section 4. Revision of Budget. If at any time during the course of any fiscal year the Executive Board shall deem existing monthly assessments to be inadequate by reason of revision in its determination of needs, the Executive Board shall prepare a revised estimated annual budget for the balance of such fiscal year, and monthly assessments thereafter shall be determined and paid on the basis of such revision.

Section 5. Availability of Revised Budget. Revisions in the annual budget need not be made available for discussion at the year-end meeting prior to their adoption, but are to be disclosed to the members promptly upon their adoption. The Execu-

tive Board shall also arrange to have available at all reasonable times for any Unit Owner copies of the adopted annual budget and revised budgets and reasonably detailed information as relates to same, and to contemplated changes in same.

Section 6. Assessments.

A. Monthly Condominium Assessment. Each Unit Owner shall pay to the Condominium Association such sum as may from time to time be determined by the Executive Board as the Unit's contribution toward the common expense liability allocated to each Unit in the case of general common expense.

B. Special Assessments of Expenses. - Except as provided by the Declaration:

(1) Any common expense associated with the maintenance, repair or replacement of a limited common element shall be assessed in equal shares against the Units to which that limited common element was assigned at the time the expense was incurred.

(2) Any common expense benefiting fewer than all of the Units shall be assessed exclusively against the Units benefitted.

(3) The costs of insurance shall be assessed in proportion to risk and the cost of utilities that are separately metered to each Unit shall be assessed in proportion to usage.

(4) If any common expense is caused by the negligence or misconduct of any Unit Owner, the Association may assess that expense exclusively against that Unit.

C. Payment of Assessments, Late Fees, etc. Payment of assessments are due on the first of each month unless otherwise specified by the Executive Board. In the event that an assessment is not received by the 10th day of the month to which the payment pertains, a late fee of \$10 shall be due and owing, and thereafter, interest shall accrue in the amount of 15% per annum until paid in full.

D. Assignment Fee. At the time of transfer of the interest of any Unit Owner to a subsequent owner, the subsequent owner shall pay the Association an assignment fee equal to one month's condominium fee as then in effect, to be applied to the general purposes of the Association.

Section 7. Surplus funds. Any amounts accumulated from assessments for limited common expenses and income from the operation of limited common elements to which such limited common expenses pertain in excess of the amount required for actual limited common expenses and reserves for future limited common expenses shall be credited to each Unit assessed for a share of such limited common expenses in the proportion to the share of such limited common expenses so assessed, these credits to be applied, unless the Declaration provides otherwise, to the next monthly assessments of limited common expenses against that Unit under the then current fiscal year's budget, and thereafter, until exhausted. Any amounts accumulated from assessment for general common expenses and income from the operation of the common elements, other than limited common elements with regard

to which limited common expenses are assessed, in excess of the amount required for actual general common expenses and reserves for future general common expenses shall be credited to each Unit in accordance with such Unit's interest in common elements, these credits to be applied, unless the Declaration provides otherwise, to the next monthly assessments of general common expenses against that Unit under the then current fiscal year's budget, and thereafter until exhausted.

ARTICLE V

Use Restrictions

Section 1. Private Residential Use. No Unit shall be used for any purpose other than as a private dwelling for a person and his immediate family, or by not more than three (3) unrelated persons, including a member or persons to whom the member shall have leased his Unit, and subject to all provisions with respect to use and occupancy and presence on the Property applicable to the Unit Owner himself.

Section 2. Unit Maintenance and Exterior Changes. Each Owner shall maintain his Unit in good condition, order and repair, at his own expense. No Unit Owner shall display, hang, store, or use anything whatsoever on his stoop or outside his Unit other than as may be permitted in accordance with the rules and regulations established by the Executive Board. No member may paint, decorate, or otherwise alter or modify in any way the outside of his Unit, or install outside of his Unit any canopy, awning, covering, radio or television antenna, or structure or

addition of any kind whatsoever without the prior written consent of the Executive Board.

Section 3. Household Waste Management. Trash, garbage, and other waste shall be kept only in sanitary containers and shall be disposed of in such manner as may be prescribed from time to time in rules and regulations established by the Executive Board.

Section 4. Electrical System and Use. No one may overload the electrical wiring in the building or operate any machinery, appliance, accessories, or equipment in such a manner as to cause, in the judgment of the Executive Board, any unreasonable disturbance, felt, seen or heard, or make any alterations.

Section 5. Property Uses, Motor Vehicles, and Structures. No personal property belonging to any Unit Owner shall be stored in any portion of the Common Elements without the prior written consent of the Executive Board. No Unit or any part thereof shall be used for any purpose except as set forth in Section 1 herein. No business or trade of any kind or noxious or offensive activity shall be carried on in any Unit or the common elements nor shall anything be done thereon, which may be or become an annoyance or nuisance to the occupants of other Units. No motor vehicle other than a private passenger type shall be stored or parked in the parking area or parked on the Property. No Unit Owner shall have any motor vehicles on the premises for purposes of service or hobby such as tearing down or putting together motor vehicles other than changing the oil and washing of a resident's personal vehicle. There shall be no storing of any

old or junked or hobby type car on the premises. No boat, recreational vehicle, motorhome, trailer, tent, shack or other such structure shall be stored, located, or erected or used on any part of the Property, temporarily or permanently, other than what has been constructed for use of Unit Owners by the Declarant or the Executive Board.

Section 6. Signs. No signs of any kind shall be displayed to the public view on or in any Unit or on the common elements including but not limited to signs advertising the sale or rental of any Unit, without express written leave by the Executive Board granting a special exception in the discretion of the Executive Board.

Section 7. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit on the property except that dogs, cats, or other domesticated household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and said pets must be housed indoors and conform to all local ordinances and regulations. All animal feces shall be removed from the Unit or common elements by the pet owner, immediately.

Section 8. Nuisances. No noxious or offensive activity shall be carried on in any Unit, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Consistent with the foregoing, no one may permit or suffer anything to be done or kept upon the Property which will increase the rate of insurance on the Property or on

the contents thereof, or which will obstruct or interfere with the rights of others or annoy them by unreasonable noises or otherwise, and no one may commit or permit any noxious or offensive activity to be committed anywhere in or upon the Property. The decision as to whether any activity is noxious or offensive shall be decided exclusively by the Executive Board in such manner as it may elect to make such decision. Nothing herein contained shall be construed as precluding the appropriate public authorities from taking any indicated action at the request of any Unit Owner to abate, cease or desist, or otherwise act to terminate, cite, or institute other legal or criminal proceedings with regard to any annoyance, nuisance, criminal activity or otherwise act within their authority. It is recommended that Unit Owners directly contact those public authorities with jurisdiction over the type of complaint or activity at issue and should not rely or depend on members of the Executive Board to take any action.

Section 9. Mailboxes. Mailboxes shall be retained as the same now are or, as designated by the Executive Board from time to time in the future. No Unit Owner shall keep or maintain a distinctive or different mailbox than as set forth herein.

Section 10. Clotheslines. No outdoor clotheslines are permitted.

Section 11. Fences. No fence of any kind, wall, hedge, or similar structure other than those provided by the Declarant

shall be placed, erected or maintained anywhere on the Property without the written consent of the Executive Board.

Section 12. Rules and Regulations. The Executive Board may adopt such rules and regulations concerning use, occupancy or other matters, including provisions for reasonably limiting or suspending certain rights and/or privileges as it deems appropriate and may alter such rules and regulations from time to time.

Section 13. Executive Board Options for Violations and Reasonable Access to Unit. The Executive Board or any authorized representative acting in its behalf, shall have, in addition to any other rights, the rights and privilege also:

a. To enjoin, abate, remove, or remedy by any and all appropriate and legal means, including but not limited to legal proceedings either at law or in equity, any person, thing, or condition in violation or breach of the Declaration, these By-Laws, or rules and regulations of the Executive Board, without being guilty of trespass or other wrong or incurring civil or criminal liability therefor.

b. To levy as an assessment against a Unit Owner an amount equal to damages and expenses so sustained plus costs of suit and reasonable attorneys' fees by virtue of such Unit Owner's committing and/or permitting such violation or breach upon finding thereof by the Executive Board.

c. To reasonable access to each Unit to inspect same and/or carryout the provisions of subsection "a" of this Section and/or as set forth in the Article VII of the Declaration.

Section 14. Unit Owner Responsibility for Residents and Guests. The Executive Board shall maintain, repair and replace all common elements, wherever situate, except that in the event such maintenance, repair or replacement was caused by negligence or misuse of a Unit Owner, or of any other resident of a Unit or guest, such expense shall be charged to such Unit Owner. Each Unit Owner shall maintain, repair and replace, at the owner's expense, all portions of the owner's Unit as are separate and private to it. Each Unit Owner shall be responsible for damage to any other Unit and/or to any common elements caused intentionally, negligently, or by failure to properly take care of the owner's Unit, whether or not the fault is in the owner personally and/or in any other resident of the Unit or guest.

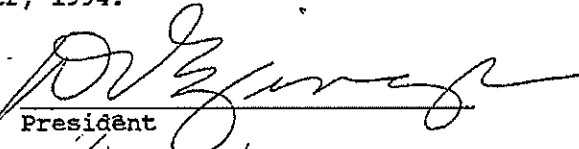
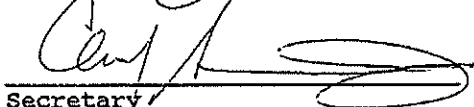
ARTICLE VI

Amendments

These By-Laws may be amended or modified at a biannual or Special Meeting, by the approval of the Unit Owners owning a majority of the Common Interests. Notice of any proposed change to the By-Laws must be given in advance of the meeting as provided in Article II, Section 3.

IN WITNESS WHEREOF, the undersigned President and Secretary of the Association have hereunto affixed their hands and seals, certifying that the foregoing truly and accurately constitute the By-Laws for the Aaron Village Townhouse Association, a

condominium, as amended and duly approved by the members on and
as of the 28th day of December, 1994.


President

Secretary

COMMONWEALTH OF PENNSYLVANIA)

: ss

COUNTY OF CENTRE . . .)

On this 3rd day of January, ¹⁹⁹⁵~~1994~~, before me
personally appeared DAVID T. GINGER, PRESIDENT, AND ELWOOD G.
WILLIAMS, JR., SECRETARY, to me known to be the persons described
herein, and who executed the foregoing instrument and they
acknowledged that they voluntarily executed the same.


Notary Public

NADINE H. Y'NCLING, Notary Public
State College Baro, Centre County, Pa.
My Commission Expires Nov. 13, 1995