

Recorded in the office for the recording  
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in 175 Book No. 175 at page 837  
8 day of Aug A.D. 19 84  
Witness my hand and seal of office

DECLARATION OF CONDOMINIUMS FOR  
WOODS EDGE CONDOMINIUMS

John W. Miles Recorder  
THIS DECLARATION is made on the date hereinafter set forth  
by FREDERICK P. HALLER and MARJORIE S. HALLER, husband and wife,  
hereinafter referred to as "Declarant".

W I T N E S S E T H :

WHEREAS, Declarant is the owner in fee simple of property  
located in Patton Township, Centre County, Pennsylvania, on 5th  
Avenue, Patton Township, Centre County, Pennsylvania, which is  
more particularly described in Article II, Section 2 herein, and  
which the Declarants desires to be for condominium use and owner-  
ship. A plan of the same is intended to be recorded in the  
Office of the Recorder of Deeds of Centre County, Pennsylvania;  
and

WHEREAS, Declarant is erecting eight-nine (89) units,  
together with appurtenances and common areas in stages; and

WHEREAS, Declarant declares that it is the express pur-  
pose, desire and intention of Declarant to submit and the Declar-  
ant does hereby submit said property, including the improvements  
thereon, to the provisions of the Pennsylvania Uniform Condominium  
Act (68 Pa. C.S.A. Section 3101 et seq.), as it may be amended  
from time to time (hereinafter called "the Act"), for the specific  
purpose of creating and establishing Woods Edge Condominiums and  
accordingly, said property shall be used, held, sold, and conveyed

subject to:

1. Provisions of the aforesaid Act;
2. Provisions of the Declaration;
3. The Declaration Plan;
4. The By-Laws; each as it is recorded or to be recorded

and subject also to; and

5. Such rules and regulations as the 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 the said property and each part thereof, which provisions shall run with the real property and be binding on all parties having a right, title, and interest in the property or any part thereof, their heirs, administrators, successors or assigns, and shall inure to the benefit of each owner thereof.

NOW THEREFORE, the Declarant hereby declares that it is the express purpose and intention of the Declarant to submit and declare as follows:

ARTICLE I  
DEFINITIONS

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

SECTION 1. ADDITIONAL REAL ESTATE: Means the Real Estate described in EXHIBIT "C" attached hereto, so long as the Declarant's rights to add such Real Estate to the Condominium continue to exist.

SECTION 2. BUILDING: Means any building(s) included in the Property.

SECTION 3. BY-LAWS: Means those designated as governing regulations under the Uniform Condominium Act which have been adopted, as amended, and intended for the regulation and management of this property, including such amendments as may be adopted from time to time, which pertain to the subject property of this Declaration, all of the same being deemed to be a part hereof as if attached hereto.

SECTION 4. COMMON ELEMENTS: Means and includes: All portions of a condominium other than the units, and comprises by way of illustration the following:

a.) Any and all common foundations, structural parts, supports, main walls, roofs, and basins.

b.) The yard, parking areas, and driveway.

c.) Portions of the land and buildings used exclusively for the management, operation or maintenance of the common elements or common areas.

d.) Insulation and systems as comprise all central services and utilities.

e.) All apparatus and installations existing for common use.

f.) All other elements of each building necessary or convenient to its existence, management, operation, maintenance, safety, and normally in common use, and

g.) 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 5. CONVERTIBLE REAL ESTATE: Means the Real Estate described in EXHIBIT "D" attached, so long as the Declarant's rights to create units and or Limited Common Elements therein continue to exist.

SECTION 6. LIMITED COMMON ELEMENTS OR LIMITED COMMON ARESS: Means all those areas designated in this Declaration or Declaration Plan or by resolution of the Executive Board as are reserved for the use of one or more units but fewer than all of the units. Such right of use may be reserved as an interest appurtenant to a particular unit or units, but in all other re-

spects shall be and remain common elements or common areas.

SECTION 7. LIMITED EXPENSES: Means the Common Expenses described as such in Section 3314(c) of the Act as modified by Paragraph of this Declaration.

SECTION 8. COMMON EXPENSES: Means expenditures made or liabilities incurred by or on behalf of the association, together with any allocation to reserves, and includes:

a.) Expenses of administration, maintenance, repair and replacement of the common element.

b.) Expenses agreed upon as common by all unit owners

c.) Expenses declared common by provisions of the Uniform Condominium Act, or by this Declaration or of the By-Law

d.) Expenses duly declared, by the Executive Board pursuant to the provisions of this Declaration or of the By-Law and as provided under any amendments made to said Act or instruments.

SECTION 9. EXECUTIVE BOARD: As provided by the said Act, Executive Board means a Board of natural individuals of the number stated in the By-Laws who are residents of Pennsylvania may or may not be unit owners, and shall manage the business operations and affairs of the property on behalf of the unit owners in compliance with the Act.

SECTION 10. DECLARATION: Means this instrument by which the property is submitted to the provisions of the Unif

Condominium Act and any amendments thereto.

SECTION 11. DECLARATION PLAN: Means a professionally prepared Plan of the property under Section 3210 of the Uniform Condominium Act. Said Plan is recorded or to be recorded and a copy thereof is available for inspection at the office of the Declarant, or at the offices of James M. Rayback, Attorney at Law, 102 East College Avenue, State College, Pennsylvania 16801.

SECTION 12. WOODS EDGE CONDOMINIUMS: Means all the unit owners in the building, found individually and as a group pursuant to this Declaration and to the By-Laws.

SECTION 13. 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 14. PERSON: Means a natural individual, corporation, partnership, association, trust, or legal entity.

SECTION 15. PROPERTY: Means and includes the land, the buildings, and all improvements thereon, all owned in fee simple, 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 this Act.

SECTION 16. RECORDED: Means that an instrument was entered of record in the Office of the Recorder of Deeds of Centre

County, Pennsylvania.

SECTION 17. RECORDER: Means the Recorder of Deeds of Centre County, Pennsylvania.

SECTION 18. TERMINATION: An instrument signed by all the unit owners and by all holders of liens against the units by which the property is removed from provisions of the Act.

SECTION 19. UNIT: 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 leading to a public street or way and shall include also all the right, privileges, immunities and obligations attached thereto as is provided and referred to herein.

SECTION 20. UNIT DESIGNATION: Means the number, letter or combination thereof designating a unit in the Declaration Plan.

SECTION 21. UNIT OWNER: Means the person or persons owning a unit by deed as provided in said Act in fee simple.

ARTICLE II  
NAME AND DESCRIPTION

SECTION 1. NAME: The name by which the property will be known is the WOODS EDGE TOWNHOUSES. 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 Woods Edge Condominiums Association, a collectivity of unit owners under the Pennsylvania Uniform Condominium Act.

SECTION 2. DESCRIPTION OF PROPERTY: The property herewith submitted to Condominium form of ownership under the Act is described on the Declaration Plan and is also described as set forth on EXHIBIT "A" attached hereto and made a part hereof.



### ARTICLE III

#### UNITS AND COMMON ELEMENTS

SECTION 1. IDENTIFICATION OF UNITS: The property consists of units, common and limited common elements shown on the Declaration Plan professionally verified in accordance with Section 3210 of the Act. Each unit is identified on the Declaration by the unit designation assigned to each unit. The Declaration is or is to be recorded in the Office of the Recorder concurrently with 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 Condominium name, recording date for Declaration, county location, and letter or number designated on the Declaration Plan.

SECTION 2. DESCRIPTION OF UNITS: Each unit is intended for independent residential use and consists of the following portions of a building:

a.) The interior portion enclosed within the property line, including walls, ceilings, and floors, all interior walls, ceilings, and floors, (i.e. all dry walls, plaster and lath, tile and other wall and ceiling coverings and all floor coverings), and all space underlying the same as is necessary for the use and enjoyment of each unit for residential purposes, but excluding all pipes, ducts, wires, cables and conduits, as may be of

service to more than one unit or to common elements contained as any part of such walls, ceilings and floors; and

b.) All doors, windows, grills, vents in such walls, ceilings and floors, including but not limited to latches, hinges, locks, frames and other portions of such doors, windows, grills and vents; and

c.) Separate airconditioning and heating, and all separate hot and cold water systems, all ranges, dishwashers, disposals, sinks, tubs, showers, water closets, separate sewer lines, cabinets, light fixtures, all separate electrical systems, electrical switches and outlets, floor coverings, and including the proportionate undivided income and elements assigned to it.

SECTION 3. DESCRIPTION OF COMMON ELEMENTS: Common elements are defined above and consist of all parts and portions of the property not included in units, and not including such portions of property 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 the Declarant or by the Executive Board. Each unit owner may use the common elements in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful right of the other unit owners.

SECTION 4. INTEREST IN COMMON ELEMENTS: Each unit owner shall own an undivided interest in the common elements (expressed as a percentage), allocated to the respective unit owner, owned by such unit owner, as set forth in the schedule attached hereto as Exhibit "B", and incorporated herein by reference. 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 recording of an amendment to this Declaration, duly executed by sixty-seven (67%) percent of the unit owners of units of the Association. At all times the total of all such undivided interests shall aggregate 100%.

SECTION 5. EASEMENTS: Each unit owner shall have an easement in common with all other effected 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 easements shall include also having the facility in place, and the servicing, maintaining, and replacing of same, and each unit shall be subject to like easements in favor of all other effected unit owners.

a.) Each unit shall have an easement to the extent necessary for structural support over and under every other effected unit and over and under each to the extent necessary, shall be subject to such easement for structural support.

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1.) The property is subject to perpetual rights of way over prescribed common roadways for ingress and egress to common elements and units as necessary and convenient, but which, unless or until dedicated and accepted as public roads, shall be subject to the regulations and control of the Executive Board for the good of the unit owners.

SECTION 6. DESCRIPTION, ALLOCATION AND RESTRICTION OF LIMITED COMMON ELEMENTS: Portions of the Common Elements are marked on the Plats and Plans as "Limited Common Elements.: These portions of the Common Elements are front and back yard areas. Declarant reserves the right to make the initial assignment of these yard areas as depicted on the Declaration Plan as Limited Common Elements for the exclusive use of certain unit owners to whose units these yard areas shall become appurtenant. The Declarant may assign these Limited Common Element yard areas pursuant to the provisions of Section 3209(c) of the Act by making an assignment in a written instrument of assignment or in the deed to the Unit to which such Limited Common Element yard area shall be appurtenant or by recording an appropriate amendment to this Declaration. Such assignments by the Declarant may be to Units owned by the Declarant.

ARTICLE IV  
USE, PURPOSES AND RESTRICTIONS

SECTION 1. The property, including the buildings, the units, and the common and limited common elements are intended to be used for the following purposes, and their use is hereby restricted as follows:

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

SECTION 2. RESIDENTIAL USE: Each unit is hereby restricted to residential use by the unit owner thereof, his tenants (no more than three unrelated persons), his immediate family, guests, and invitees. Each of the units is intended for residential use and shall be used only as a residence and for purposes incidental to such uses, and not for an indecent, immoral or illegal use. Declarant, however, shall have the right to use any units owned by him for models and for sales and/or administrative offices.

SECTION 3. USE WITH CARE: No unit owner shall do or permit any act which would threaten or jeopardize the safety of the property or of any part of it, or impair any easement or

appurtenance of any rights of others.

SECTION 4. SALE, GIFT OR DEVISE OF PRIVATE UNIT BY

UNIT OWNER: The rights of any unit owner to sell, transfer, convey, encumber or otherwise dispose of his private dwelling (and all interest in the common elements which are appurtenant thereto) are as follows: Each private dwelling owner is free to sell his private unit and interest in the Woods Edge Condominium Association to whomever he pleases.

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 its By-Laws and such rules and regulations as may be established by the Executive Board. Each unit owner may use the common elements in accordance with the purposes for which the common elements are intended without hindering or encroaching upon the lawful rights of other unit owners, and subject to the provisions hereof, the By-Laws and the rules of the Executive Board.

SECTION 6. ACCESS TO PUBLIC ROADS: Under no circum-

stances shall any unit owner's right of ingress or egress to and from 5th Avenue over common areas and lands be impaired where the same has been designated for such use.

SECTION 7. MAINTENANCE AND REPAIR OF UNITS COMMON

ELEMENTS AND LIMITED COMMON ELEMENTS: Notwithstanding the own-

ship of the various portions of the Common Elements and the units by virtue of the foregoing boundary descriptions, the units and Common Elements shall be maintained and repaired by each unit owner and by the Association in accordance with the provisions of section 3307 of the Act, except as expressly set forth to the contrary herein. Section 3307 states:

"Except to the extent provided by the declaration or section 3312(d) (relating to insurance), the association is responsible for maintenance, repair and replacement of the common elements and each unit owner is responsible for maintenance, repair and replacement of his unit. Each unit owner shall afford to the association and the other unit owners and to their agents or employees, access through his unit reasonably necessary for those purposes. If damage is inflicted on the common elements or any unit through which access is taken, the unit owner responsible for the damage, or the association if it is responsible is liable for the prompt repair thereof."

In general, the Association shall provide from the monthly Association fee, the the upkeep, repair, and replacement of items comprising the outside of the buildings that contain the units, including but not limited to - painting, gutters, roof, shingles, siding, etc.. The Association will also cut all grass, care for shrubs, trees, and clear the snow in the parking lot. It will also pay the water bill and door-to-door trash pickup. Repairs and replacement inside each unit shall be the unit owners' responsibility.

ARTICLE V  
COMMON EXPENSES

SECTION 1. CONDOMINIUM EXPENSES: The Declarant, for each unit owned, hereby covenants and each subsequent unit owner, by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is conclusively deemed to covenant and agree to pay to the Executive Board or its designatee, as representative of the Woods Edge Condominium Association, such assessments and/or charges as may be leveled by the Executive Board to cover the proportionate share of common expenses incurred in maintaining, improving, and managing the Woods Edge Condominium Association. 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 by the Act. The lien of the assessments and/or charges provided for herein shall be subordinate to the lien of any first mortgage. Interest on the lien shall be at no more than fifteen (15%) percent per annum.

SECTION 2. Any common expenses associated with the maintenance, repair, or replacement of a limited common element shall be assessed in equal shares against those to which the limited common element was assigned at the time the expense was incurred.



ARTICLE VI  
ENCROACHMENT

SECTION 1. If any portion of a unit or common element encroaches upon another unit, a valid easement for the encroachment and 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 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 effected unit owners to have, use and repair, or to have repaired or replaced, as necessary, all pipes, wires, ducts, cables, conduits, chimneys, public utility lines and other elements in any way located in any unit or forming any part of the common element. 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 thereof from and generally to the extent set forth in the By-Laws, and to provide 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 permitted solely by 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 Executive Board, each unit owner and each mortgagee, lessee, occupant, or other person having any interest in any unit or in common elements.

ARTICLE VIII  
EXECUTIVE BOARD AND VOTING

SECTION 1. FIRST COUNCIL MEMBERS: The names of the first members of Council are: Frederick P. Haller, President; Marjorie S. Haller, Treasurer, and James M. Rayback, Secretary. They shall serve until their successors have been elected at the first annual meeting of the unit owners, held pursuant to the By-Laws and after deeds have been recorded, placing title to at least 75% of the units in the names of owners other than the Declarant. Should any of the above named die, resign or otherwise become unwilling or unable to serve as members of the Executive Board, the remaining members shall elect a successor or successors to serve for the balance of the term.

## ARTICLE IX

### SEPARATE MORTGAGES, TAXES AND UTILITY CHARGES

SECTION 1. MORTGAGES: Each unit owner shall have the right to mortgage and 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 effect 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 in his undivided percentage of ownership in the common elements, as provided in the Act.

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. Utilities not separately metered or billed may be treated as part of the common expenses or in the event the said utility services are supplied to some units but less than all units, then the Executive Board may reasonably prorate these charges over the units using such services, and require each 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.

## ARTICLE X

### INSURANCE

SECTION 1. HAZARD INSURANCE: The Executive Board shall procure physical damage insurance as necessary on all of the real and personal property owned by the Woods Edge Condominium Association in the common elements, as a common expense for the Association as a named insured. Each unit owner shall procure his/her own physical damage insurance to insure their unit from and including the ground up to and including the roof.

a.) Full replacement cost of the common elements in the buildings in an amount equal to the actual cash value, extended coverage and broad form and/or special form and such other exposures as may be deemed appropriate by the Executive Board.

b.) Losses shall be adjusted with and payable to the Executive Board of the Association and to the unit owners as their respective interests may appear.

c.) Values are to be reviewed annually with inflation of values taken into consideration.

d.) Subrogation waiver to the extent of insured perils against other unit owners, the Association and Officers, Declarant and Manager.

e. The insurance shall not be effected or diminished as a result of other insurance carried by a unit owner.

SECTION 2. LIABILITY INSURANCE: The Executive Board to the extent available shall obtain and maintain comprehensive

general liability insurance in such limits as the Executive Board may from time to time determine, insuring the Association, the Executive Board, the Manager, at the discretion of the Executive Board, and each unit owner for claim arising out of or in connection with the ownership operation or maintenance of any of the properties, including unit owner liability coverage for claim 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 cross-liability claims of one insured against the other. The Executive Board shall review such limits once a year.

SECTION 3. ALLOCATION OF COST OF INSURANCE: The cost of the aforesaid hazard and liability insurance premium shall be deemed a condominium expense.

SECTION 4. UNIT OWNERS' INSURANCE: Each individual unit owner shall be responsible:

a.) For his personal property coverage in his unit and any where on the property, his automobiles, and additions and improvements to his unit which may be considered permanent improvements to the real estate.



b.) For any personal liability coverage desired beyond that provided by the Association as set forth hereinabove.

c.) For insurance coverage for additional living expenses, if not covered by the Association policy.

SECTION 5: MISCELLANEOUS INSURANCE PROVISION: All insurance shall be obtained in accordance with the following provisions:

a.) In no event shall the insurance coverage obtained and maintained by the Executive Board be brought into contribution with insurance purchased by individual unit owners or their Permitted Mortgages.

b.) Each unit owner may obtain additional insurance at his own expense, PROVIDED, HOWEVER, that:

1. Such policy shall contain waivers of subrogation; and
2. No unit owners shall be entitled to exercise their right to maintain insurance coverage in such a way as to decrease the amount which the Executive Board, on behalf of a unit owner, may realize under any insurance policy which the Executive Board may have in force on the property at any time.

c.) Any unit owner who obtains individual insurance policies covering any portion of the property other than personal

property belonging to such owner shall be required to file a copy of such individual policy or policies with the Executive Board within thirty days after purchase of such insurance.

d.) The Executive Board shall be required to make every reasonable effort to secure insurance policies covering the property that will provide for the following:

1. A Waiver of subrogation by the insurer as to any claims against the Executive Board, the managing agent, the unit owners and their respective servants, agents, guests, tenants and other occupants; and
2. That the insurance policies issued to the Executive Board on behalf of the unit owners and covering the property, cannot be cancelled, invalidated or suspended on account of the conduct of any one or more unit owners and in no event can cancellation, invalidation or suspension for any reason be effected without at least thirty days prior written notice to each unit owner and all holders of Permitted Mortgages on units whose names and addresses are on file with the Secretary of the Association; and
3. That all policies covering the property cannot be cancelled, invalidated or suspended on

account of the conduct of any officer or employee of the Executive Board or managing agent without a prior demand in writing that the Executive Board or managing agent cure the defect without providing a reasonable period of time tereafter in which to cure the same; and

4. That any "no other insurance" clause in the Executive Board insurance policies exclude the individual unit owners' policies from consideration.

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 inside his own unit. 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 XII

### REPAIR AND RECONSTRUCTION

SECTION 1. Damage to or destruction of any of the buildings which comprise the eighty-nine units of the property shall be promptly repaired and restored by the Executive Board using the proceeds of insurance held by the Executive Board, if any, for that purpose, and the unit owners directly affected thereby shall be liable for assessment for any deficiency in proportion to their respective, undivided ownership of the common elements; PROVIDED, HOWEVER, that if there is a substantially total destruction of a building or of several buildings, but not all the buildings on the property and if 80% of the unit owners directly effected duly resolve against repair or restoration, then, in that event, the salvage of such substantially destroyed building or buildings shall be subject to partition at the suit of any unit owner directly effected, in which event the net proceeds of such sale of salvage, together with the net proceeds of insurance policies held by the Executive Board as one fund, shall be divided among all unit owners directly effected in proportion to their respective undivided interests in the common elements, after deducting from the respective entitlements of unit owners directly effected enough to pay and discharge all liens in favor of the Executive Board against any such units and unit owners. The funds subject to partition aforesaid shall be confined to the net pro-

ceeds of sale of the building or buildings so damaged or destroyed, together with the net proceeds of the insurance policies thereon, and shall not include any value for any other portion of the property or common elements which other property and common elements shall be conclusively deemed with such distribution to have been quit claimed and delivered to the Executive Board, and if requested by it, the unit owner agrees to so convey the same by deed.

ARTICLE XIII

UNIT 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 XIV

### LIABILITY AND INDEMNIFICATION

#### SECTION 1. LIABILITY OF MEMBERS OF THE EXECUTIVE BOARD

AND OFFICERS: The members of the Executive Board and the officers and any assistant officers:

1. Shall not be liable to the 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 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 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 XIV 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: The unit owners, 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.

SECTION 4. LANGUAGE CONCERNING LIABILITY AGREEMENTS:

Every agreement, deed, lease or other instrument entered into by the Executive Board on behalf of the unit owners shall provide that the Executive Board and the officers or assistant officers executing the same are acting only as agents for the unit owners and shall have no personal liability thereunder (except to the extent, if any, that they may also be unit owners at the time any such liability is assessed), that any claim by the other party or parties thereto with respect thereto or to the subject matter thereof, shall be asserted against the Executive Board, which shall act on behalf of the unit owners with respect thereto, and that any liability thereunder or with respect to the subject matter thereof, shall be born by those who are unit owners at the time such liability may be assessed by the Executive Board as a common expense, for which assessment each unit owner shall be liable only severally to the extent of his percentage interest.

SECTION 5. 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 capabilities as such, with the result that the ultimate liability asserted would, if proved, be born 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 6. 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 XIV 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 unit owners.

ARTICLE XV

AMENDMENT

SECTION 1. This Declaration may be amended, subject to the restrictions of the Act, by the vote of the unit owners and the mortgagees of 75% of the common interests. No amendment shall be effective until properly recorded.

## ARTICLE XVI

### TERMINATION

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

ARTICLE XVII  
INTERPRETATION

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 XVIII

SEVERABILITY

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 effected thereby.

ARTICLE XIX

CAPTIONS

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



ARTICLE XX

CONFLICTS

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

ARTICLE XXI

RELATIONSHIP WITH STATE COLLEGE BOROUGH WATER AUTHORITY

See the attached Agreement marked EXHIBIT "E", which is incorporated by reference herein. The Association and Declarants shall abide by the Agreement as stated.

ARTICLE XXII

OPTION TO EXPAND THE CONDOMINIUM

SECTION 1. RESERVATION: Declarant hereby explicitly reserves an option until the seventh (7th) anniversary of the recording of this Declaration, to add Additional Real Estate to the Condominium from time to time in compliance with Section 3211 of the Act, without the consent of any unit owner or holder of a mortgage on a unit. This option to expand may be terminated prior to the anniversary only upon the filing by Declarant of an amendment to this Declaration. Declarant expressly reserves the right to add any or all portions of the Additional Real Estate at any time, at different times, in any order, without limitation and without any requirementment that any other real estate be added, converted or withdrawn; provided, however, that the Additional Real Estate shall not exceed the area described as such on EXHIBIT "C" hereto. There are no other limitations on this option to add Additional Real Estate to the Condominium.

SECTION 2. ASSURANCES: Declarant makes no assurances as to location of Buildings or other improvements on the Additional Real Estate. At such time as the Condominium is expanded, the maximum number of units per acre on the Additional Real Estate as an aggregate will be no more than as permitted by Patton Township Zoning Ordinanes. Any buildings to be constructed on the Additional Real Estate and units therein shall be compatible in

quality, size, materials and architectural style with the buildings and units on the Property. Declarant expressly reserves the right to designate Common Elements in the Additional Real Estate which may be assigned subsequently as Limited Common Elements. Declarant makes no assurances as to type, size, maximum number of Common Elements or Limited Common Elements or proportion of Limited Common Elements to units. The reallocation of percentage interests in the Additional Real Estate and the Property shall be computed as provided in EXHIBIT "B" herein. All restrictions in this Declaration affecting use, occupancy and alienation of units shall apply to units created in the Additional Real Estate. In the event that Declarant shall not add, or adds and then subsequently withdraws, any portion of the Additional Real Estate, Declarant shall nevertheless have the right to construct all or any portion of any building on the Real Estate described in EXHIBIT "C" and operate the same without restriction, except as set forth above.

ARTICLE XXIII

OPTION TO WITHDRAW REAL ESTATE

SECTION 1. Declarant hereby explicitly reserves an option, until the seventh (7th) anniversary of the recording of this Declaration to withdraw Withdrawable Real Estate from the Condominium from time to time in compliance with Section 3212 of the Act, without the consent of any unit owner or holder of a mortgage on any Unit. This option to withdraw may be terminated prior to the anniversary only upon the filing of an amendment to this Declaration by the Declarant. Declarant expressly reserves the right to withdraw any or all portions of the Withdrawable Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be withdrawn, added or converted, except as set forth in Section 3212 of the Act; provided that the Withdrawable Real Estate shall not exceed the area described as such on EXHIBIT "F" herto. There are no other limitations on this option to withdraw the Withdrawable Real Estate from the Condominium.

The Declarants have no plans to withdraw any real estate, because such a piece would be land-locked with no access.

## ARTICLE XXIV

### CONVERTIBLE REAL ESTATE

SECTION 1. RESERVATION: Declarant hereby explicitly reserves an option, until the seventh (7th) anniversary of the recording of this Declaration, to convert all or any portion of the Convertible Real Estate to units, Limited Common Elements or any combination thereof from time to time in compliance with Section 3211 of the Act, without the consent to any unit owner or holder of a mortgage on any unit. This option to convert may be terminated prior to the anniversary only upon the filing of an Amendment to this Declaration by the Declarant. Declarant expressly reserves the right to convert any or all portions of the Convertible Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be converted, added or withdrawn; provided, however, that the Convertible Real Estate shall not exceed the area described as such on EXHIBIT "D" hereto. There are no other limitations on this option to convey Convertible Real Estate.

SECTION 2. ASSURANCES: If the Convertible Real Estate is converted, the buildings on the Convertible Real Estate will be located approximately as shown on the Plats and Plans. At such time as the Convertible Real Estate is completely converted, the maximum number of units in the Convertible Real Estate as an aggregate will be no more than as permitted by Patton Township

Zoning Ordinances. Any building to be renovated or constructed within the Convertible Real Estate and units therein shall be compatible in quality, size, materials and architectural style with the buildings and units on other portions of the Property. All restrictions in this Declaration affecting use, occupancy and alienation of units shall apply to units created with the Convertible Real Estate. No assurances are made as to any other improvements and Limited Common Elements to be made or created in the Convertible Real Estate, nor the proportion of Limited Common Elements to units therein. The reallocation of percentage interests in the Convertible Real Estate and the Property shall be computed as required by EXHIBIT "B".

ARTICLE XXV

SECTION 1. DECLARANT'S EASEMENTS:

a.) Sales/Models - Declarant shall have the right to maintain models, management offices and sales offices on the Property and to relocate the models, management offices and sales offices from time to time within the Property.

The number of sales offices/models maintained by the Declarant shall not exceed one (1) model for each type of unit. The size of each model shall not exceed the size of the comparable unit.

b.) Easement to Correct Drainage - Declarant reserves an easement on, over, and under those portions of the Common Elements not located within a building for the purpose of maintaining and correcting drainage of surface water in order to maintain reasonable standards of health, safety, and appearance. The easement created by this paragraph expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, or to take any other action reasonably necessary to achieve this purpose, following which the Declarant shall restore the affected property as closely to its original condition as practicable.

c.) Easement for Development of Additional Real Estate - Declarant reserves an easement on, over, and under those portions of the Common Elements not located in a building which contains units, for all purposes relating to the construction, development, leasing, and sale of improvements on the Additional Real Estate.



This easement shall include with limitation, the right of vehicular and pedestrian ingress and egress, the right to park motor vehicles and to engage in construction and marketing activities of any nature whatsoever, including the movement and storage of building materials and equipment, the conduct of sales, leasing and management activities, the maintenance of models and offices, and the erection and maintenance of directional and promotional signs.

d.) Declarant's right to maintain models and offices under Paragraph C is subject to the limitation that Declarant may not maintain on the property more than two (2) models/offices pertaining to Declarant's activities on the Additional Real Estate. Any such model or office may not be larger than the largest unit. Such models or offices maintained by Declarant pursuant to Paragraph C may be located on any portion of the property.

e.) The easement created by this Paragraph C shall terminate upon the annexation of all of the Additional Real Estate to the Condominium. Declarant, upon the annexation of all of the Additional Real Estate to the Condominium, shall have the easements and rights for construction and marketing activities with respect to the Condominium as are otherwise provided in the Act and this Declaration.

EXHIBIT "A"

WOODS EDGE CONDOMINIUMS  
Patton Township, Centre County, Pennsylvania

ALL THAT certain messuage, tenement, and tract of land, situate, lying, and being in Patton Township, Centre County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at an iron pin, which pin is located on the Northerly right-of-way line of 5th Avenue; THENCE North  $32^{\circ} 25' 40''$  West, a distance of 160 feet to an iron pin; THENCE South  $57^{\circ} 34' 20''$  West, a distance of 100 feet to an iron pin; THENCE North  $32^{\circ} 25' 40''$  West, a distance of 610.35 feet to an iron pin; THENCE North  $53^{\circ} 10' 24''$  East, a distance of 416.22 feet to an iron pin; THENCE South  $33^{\circ} 44' 51''$  East a distance of 782.08 feet to an iron pin located on the Northerly right-of-way of 5th Avenue; THENCE along the Northerly right-of-way of 5th Avenue South  $52^{\circ} 58' 59''$  West, a distance of 179.97 feet to an iron pin and the place of beginning.

EXHIBIT "B"

WOODS EDGE CONDOMINIUMS  
Patton Township, Centre County, Pennsylvania

Each unit owner, and for these purposes a unit is owned by only one person, even though there may be numerous legal and equitable title owners, shall be entitled to one (1) vote per unit owned. A unit vote may not be divided but shall only be voted as a whole one vote.

Initially twenty-four (24) units are being constructed and thus there shall be twenty-four (24) votes. As units are added to the Association, more unit votes are created. As units are added, the relative voting strength of a unit vote decreases. Ultimately, when all proposed eighty-nine (89) units are completed, there will be eighty-nine (89) votes in the Association.

EXHIBIT "C" - "D"

WOODS EDGE CONDOMINIUMS  
Patton Township, Centre County, Pennsylvania

ALL THAT certain messuage, tenement, and tract of land, situate, lying, and being in Patton Township, Centre County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a point, the following three courses and distances from a pin located on the Northerly right-of-way line of 5th Avenue - (1) North  $32^{\circ} 25' 40''$  West, a distance of 160 feet to an iron pin, (2) South  $57^{\circ} 34' 20''$  West, a distance of 100 feet to an iron pin, (3) North  $32^{\circ} 25' 40''$  West, a distance of 136 feet to a point and the place of beginning; THENCE North  $32^{\circ} 25' 40''$  West, a distance of 474.35 feet to an iron pin; THENCE North  $53^{\circ} 10' 24''$  East, a distance of 416.22 feet to an iron pin; THENCE South  $33^{\circ} 44' 51''$  East, a distance of 498.08 feet to a point; THENCE South  $56^{\circ} 27' 11''$  East, a distance of 426.54 feet to a point and the place of beginning.

THE ABOVE DESCRIBED PROPERTY SHALL BE CONSIDERED TO BE ADDITIONAL REAL ESTATE AS DEFINED IN SECTION 3103 OF THE ACT.

THE ABOVE DESCRIBED PROPERTY SHALL BE CONSIDERED TO BE CONVERTIBLE REAL ESTATE AS DEFINED IN SECTION 3103 OF THE ACT.

EXHIBIT "F"

WOODS EDGE CONDOMINIUMS  
Patton Township, Centre County, Pennsylvania

ALL THAT certain message, tenement, and tract of land, situate, lying, and being in Patton Township, Centre County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a point, the following three courses and distances from a pin located on the Northerly right-of-way line of 5th Avenue - (1) North 32° 25' 40" West, a distance of 160 feet to an iron pin, (2) South 57° 34' 20" West, a distance of 100 feet to an iron pin, (3) North 32° 25' 40" West, a distance of 136 feet to a point and the place of beginning; THENCE North 32° 25' 40" West, a distance of 474.35 feet to an iron pin; THENCE North 53° 10' 24" East, a distance of 416.22 feet to an iron pin; THENCE South 33° 44' 51" East, a distance of 498.08 feet to a point; THENCE South 56° 27' 11" East, a distance of 426.54 feet to a point and the place of beginning.

THE ABOVE DESCRIBED PROPERTY IS WITHDRAWABLE REAL ESTATE AS DEFINED IN SECTION 3103 OF THE ACT. THE DECLARANT RESERVES THE RIGHT TO WITHDRAW ANY OR ALL OF THE PROPERTY DESCRIBED WITH THE EXCEPTION THAT THE DECLARANT SHALL NOT WITHDRAW AN EIGHT (8) UNIT CONDOMINIUM SECTION IF ANY ONE UNIT IN THAT SET OF EIGHT UNITS IS OWNED BY A PERSON OTHER THAN DECLARANT.

AGREEMENT

THIS AGREEMENT made this 15<sup>th</sup> day of March, 1984, between FREDERICK P. HALLER and MARJORIE S. HALLER, his wife, of 1943 Weaver Street, State College, Pennsylvania, hereinafter referred to as "Owners",

--AND--

STATE COLLEGE BOROUGH (WATER) AUTHORITY, a municipal corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania, having its principal offices and place of business in College Township, Centre County, Pennsylvania, hereinafter referred to as "Authority".

THE BACKGROUND OF THIS AGREEMENT IS AS FOLLOWS:

1. Owners own certain real estate designated as Phase I, 2001 to 2031 Mary Ellen Lane in the Township of Patton, Centre County, Pennsylvania, upon which they wish to construct three (3) buildings with twenty-four (24) units as part of the Woods Edge Homeowners Association project.

2. Water service will be provided through three (3) 2"-meters in three (3) meter pits located within the development.

3. A fire hydrant will also be installed within Phase I of the project at a location approved by Patton Township to provide fire protection.

4. Authority desires to have a right-of-way for ingress and egress for the purpose of reading, removing and

repairing the meters, within the meter pits and access to any "blow-offs" and the fire hydrant, to which Owners have agreed.

4. Owners have indicated that they may eventually develop these units for sale as condominium units and Owners and the Authority wish to agree on the procedure which will be required by the Owners in the event that they elect condominium development.

NOW, THEREFORE, the parties intending to be legally bound, do hereby agree as follows:

1. Owners grant unto the Authority the full and uninterrupted right, right-of-way, privilege, easement and authority to enter upon the premises of the project for the purpose of reading the water meters, and replacing and repairing the water meters located within the aforesaid meter pits, access to any blow-offs and access to the fire hydrant.

2. Owners agree that they will construct the meter pits at their own expense in accordance with specifications of the Authority and that the Authority will provide and install the meters within the meter pits and the fire hydrant at the expense of the Owners.

3. Maintenance of the meter pits and all service lines and appurtenances within the development shall be the sole responsibility of the Owners or the successor condominium association.

4. Maintenance of the fire hydrant and the water meters will be the responsibility of the Authority.

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5. Authority will bill for water service in a single bill directed to the Owners or the successor condominium association which shall be due and payable in a single check by the Owners or the successor condominium association.

6. Failure to pay the single bill of the Authority for water service as rendered in accordance with the rules and regulations of the Authority may result in the termination of water service to the entire development and all condominium unit owners.

7. Owners or the successor condominium association may install individual meters in each of the units of the project if they so desire. If Owners or the successor condominium association elect to install individual meters, the amount of the bill rendered to the Owners or successor condominium association for water service to the project will be determined solely by the Authority meters in the meter pits and not by the individual meters located at the individual units within the project. If individual meters are installed, the expense of maintenance and repair of said meters shall be the sole responsibility of the Owners or the successor condominium association.

8. The Authority expressly reserves the right to modify the method of water service in the condominium project as Authority, in its sole discretion shall determine.

9. If, in the future, the property shall be subdivided and one (1) or more of the buildings sold off separately, an agreement shall be entered into whereby such purchaser shall



either lay its own service line from the buildings purchased to the main line of the Authority, or enter into such arrangement with the Owners or the successor condominium association, subject to the approval of the Authority, so as to continue to receive service through lines previously installed by the Owners in such manner so as to comply with the rules and regulations of the Authority and the intent of this Agreement.

10. Owners covenant and agree that if any future units are developed on the premises covered by this Agreement, that Owners expressly agree to comply with the terms and conditions of this Agreement with respect to such future construction.

11. It is understood that the water lines, shut-off valves, individual meters, and other water line equipment located within the private areas of the development are and will remain the property of the Owners or the successor condominium association, who will be responsible for the maintenance and repair thereof.

12. It is understood and agreed that the rights granted herein are a right of easement only and is not a grant of fee title to any of the premises.

13. In the event that the Owners shall elect to develop the units as condominium units, they expressly agree to comply with and be bound by the rules and regulations of the Authority now in existence and hereafter adopted.

14. Owners will create and organize the Woods Edge Homeowners Association to manage the project upon completion and the appropriate corporate officer of the Woods Edge

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Homeowners Association has joined in the execution of this Agreement and the covenants of this Agreement shall bind the parties hereto and the Association and each of their respective successors and assigns and shall run with and bind the land perpetually.

15. It is expressly understood and agreed that in authorizing and connecting any form of fire service, the Authority does not assume any liability as an insurer of persons or property and does not guaranty any particular service, pressure, capacity or facility other than ordinary and changing conditions of the Authority, as the same may exist from day to day. The Owners or their successors, by the execution of this Agreement, release the Authority from any and all claims for injuries to persons or property by reason of fire, water, failure of supply, pressure or capacity, unless occasioned by the negligence of the Authority, its agents, servants or employees.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be properly executed the day and year aforesaid.

Frederick P. Haller  
FREDERICK P. HALLER

Marjorie S. Haller  
MARJORIE S. HALLER

WOODS EDGE HOMEOWNERS ASSOCIATION:

By: Frederick P. Haller  
FREDERICK P. HALLER, President

STATE COLLEGE BOROUGH (WATER)  
AUTHORITY:

By: David A. Long  
DAVID A. LONG, Chairman

ATTEST:

Bonnie Fohringer  
Bonnie Fohringer, Secretary

COMMONWEALTH OF PENNSYLVANIA     )  
                                                      )     SS:  
COUNTY OF CENTRE                             )

ON THIS, the 15<sup>th</sup> day of March, 1984,  
before me, a Notary Public, the undersigned officer, personally  
appeared FREDERICK P. HALLER and MARJORIE S. HALLER, who  
acknowledged that they signed the foregoing Agreement to be  
their act and deed and that they desire the same to be recorded  
as such.

Nellie Lou Glover  
Notary Public  
NELLIE LOU GLOVER, Notary Public  
State College, Centre Co., Pa.  
My Commission Expires Oct. 5, 1987

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF CENTRE )

ON THIS, the 15<sup>th</sup> day of March, 1984,  
before me, a Notary Public, the undersigned officer, personally  
appeared FREDERICK P. HALLER, President of the WOODS, EDGE  
HOMEOWNERS ASSOCIATION, who acknowledged that he signed the  
foregoing Agreement to be the act and deed of the ASSOCIATION  
and that the ASSOCIATION desires the same to be recorded as  
such.

Nellie Lou Glover  
Notary Public  
NELLIE LOU GLOVER, Notary Public  
State College, Centre Co., Pa.  
My Commission Expires Oct. 5, 1987

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF CENTRE )

ON THIS, the 15<sup>th</sup> day of March, 1984,  
before me, a Notary Public, the undersigned officer, personally  
appeared DAVID A. LONG, Chairman of the STATE COLLEGE BOROUGH  
(WATER) AUTHORITY, who acknowledged the foregoing Agreement to  
be the act and deed of the AUTHORITY and that the AUTHORITY  
desires the same to be recorded as such.

Mary Ann Bjelme  
Notary Public  
MARY ANN BJELME, Notary Public  
State College, Centre County, Pa.  
My Commission Expires March 25, 1985

IN WITNESS WHEREOF, the Declarants have hereunto caused these presents to be executed and their seal to be hereunto affixed at State College, Pennsylvania, this \_\_\_\_ day of \_\_\_\_\_, 1984.

\_\_\_\_\_  
FREDERICK P. HALLER (SEAL)

\_\_\_\_\_  
MARJORIE S. HALLER (SEAL)

COMMONWEALTH OF PENNSYLVANIA)  
COUNTY OF CENTRE ) ss.:

Before me the undersigned, personally appeared FREDERICK P. HALLER and MARJORIE S. HALLER, 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 purposes herein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and subscribed my seal the \_\_\_\_ day of \_\_\_\_\_, 1984

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