

COPY

DECLARATION OF CONDOMINIUM

BIRCHTREE COURT TOWNHOMES

ARTICLE I

SUBMISSION AND DEFINED TERMS

Creation of Condominium

1.01 MARK C. BIGATEL, CALVIN E. ZIMMERMAN, KEVIN L. ZIMMERMAN and GREGORY S. BROWN, partners, v/d/b/a BIRCHTREE ASSOCIATES, a Pennsylvania general partnership, hereinafter referred to as the "Declarant," owner in fee simple of the Real Estate described in Exhibit "A" attached hereto, located in College Township, Centre County, Pennsylvania, hereby submits the Real Estate, including all easements, rights, and appurtenances thereunto belonging and the Buildings and improvements erected or to be erected thereon, hereinafter referred to as the "Property," to the provisions of the Pennsylvania Uniform Condominium Act, hereinafter referred to as the "Act," and hereby creates with respect to the Property a flexible condominium, to be known as Birchtree Court Townhomes, hereinafter referred to as the "Condominium."

Easements and Licenses

1.02 Included among the easements, rights, and appurtenances referred to in Paragraph 1.01, above, are the following recorded easements and licenses, and the Real Estate is hereby submitted to the Act:

- (a) Subject to the rights granted to Bell Telephone Company, pursuant to a Right-of-Way Agreement recorded December 28, 1976 in Centre County Miscellaneous Book 132, Page 1062.
- (b) Subject to the rights granted to Columbia Gas Company of Pennsylvania, Inc., pursuant to a Right-of-Way Agreement recorded October 20, 1977 in Centre County Miscellaneous Book 136, Page 85.
- (c) Subject to the rights granted to West Penn Power Company and Bell Telephone Company, pursuant to a Right-of-Way Agreement recorded January 6, 1981 in Centre County Miscellaneous Book 154, Page 789.
- (d) Subject to a 10 foot easement along the westerly boundary and a 15 foot easement in the southwesterly portion of the lot, as recorded July 20, 1993 in Centre County Record Book 707, Page 590.
- (e) Subject to the easements, covenants, conditions and setbacks shown on the Plan of Penn Hills PRD, Section 8 and 8A, as recorded in Centre County Plat Book 38, Page 182.

Defined Terms

1.03 (a) Capitalized terms not otherwise defined herein or in the Plats and Plans shall have the meanings specified or used in the Act.

(b) The following terms are used or defined in general terms in the Act and shall have specific meanings herein as follows:

(1) "Association" means the Unit Owners' Association of the Condominium and shall be known as the "Birchtree Court Condominium Association."

(2) "Building(s)" means any building(s) included in the Property.

(3) "Condominium" means the Condominium described in Paragraph 1.01, above.

(4) "Declarant" means the Declarant described in Paragraph 1.01, above and all successors to any Special Declarant Rights.

(5) "Declaration" means this document, as the same may be amended from time to time.

(6) "Executive Board" means the Executive Board of the Association.

(7) "Limited Common Elements" means the Common Elements described as such in the Act, and patios as shown on the Plats and Plans.

(8) "Limited Expenses" means the Common Expenses described as such in Section 3314(c) of the Act.

(9) "Permitted Mortgage" means a first mortgage to (i) the Declarant; (ii) the seller of a Unit; (iii) a bank, trust company, savings bank, savings and loan association, mortgage service company, insurance company, credit union, pension fund, real estate investment trust or like institutional investor or lender; and (iv) any other mortgagee approved by the Executive Board. A holder of a Permitted Mortgage is referred to herein as a "Permitted Mortgagee".

(10) "Plats and Plans" means the Plats and Plans attached hereto as Exhibit "C" and made a part hereof, as the same may be amended from time to time.

(11) "Property" means the Property described in Paragraph 1.01 above.

(12) "Unit" means a Unit as described herein and in the Plats and Plans.

(c) The following terms when used herein shall have the meanings set forth below:

(1) "General Common Expenses" means Common Expenses excluding Limited Expenses.

(2) "Percentage interest" means the undivided ownership interest in the Common Elements appurtenant to each Unit as set forth in Exhibit "B" attached, as the same may be amended from time to time.

(3) "Reserved Common Elements" means portions of the Common Elements which the Executive Board may designate as such from time to time pursuant to Paragraph 3.02 hereof.

ARTICLE II

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

Percentage Interests

2.01 Attached as Exhibit "B" hereto is a list of all Units by their identifying Numbers and the Percentage interest appurtenant to each Unit, determined on the basis of size, by dividing the "size" of the Unit by the aggregate of the "sizes" of all Units. The "size" of each Unit is the total number of square

feet of floor space contained therein determined by reference to the dimensions shown on the Plats and Plans (exclusive of interior partitions). The Percentage interest shall determine the portion of the votes in the Association and the share of Common Expense Liability appurtenant to each Unit.

Unit Boundaries

2.02 Each Unit consists of the space within the following boundaries:

(a) Upper and Lower Horizontal Boundaries: The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the vertical boundaries:

(1) Upper Boundary: The horizontal plane of the upper surface of the plasterboard ceiling of the third story of the Unit.

(2) Lower Boundary: The horizontal plane of the top surface of the unfinished concrete floor slab.

(b) Vertical Boundaries: The vertical boundaries of the Unit shall be the vertical planes, extended to intersections with each other and with the upper and lower boundaries of the Unit-side surface of the exterior walls which do not separate the Unit from any other Unit, and of the Unit-side surface of the party walls which separate the Unit from other Units.

Each Unit shall include the items within the boundaries as described in Paragraphs (1) and (3) of Section 3202 of the Act and shall have the benefit of the use of all Limited Common Elements described in Section 3202 of the Act, or designated on the Plans, as being allocated to the Unit.

Maintenance Responsibilities

2.03 Notwithstanding the ownership 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. All Common Expenses associated with the maintenance, repair and replacement of a Limited Common Element other than a balcony or patio shall be assessed as Limited Expenses against the Units to which the Limited Common Element was assigned at the time the expense was incurred in the same proportions as the respective Percentage interests of all such Units. Ordinary maintenance and repair of patio and balcony Limited Common Elements shall be the responsibility of the Owner of the Unit to which such Limited Common Element is appurtenant. Structural repairs and/or replacements of such Limited Common Elements shall be the responsibility of the Association, the costs to be charged as General Common Expenses.)

Relocation of Unit Boundaries; Subdivision and Conversion of Units

2.04 Relocation of boundaries between Units and subdivision or conversion of Units will be permitted subject to compliance with the provisions therefor in Sections 3214 and 3215 of the Act.

ARTICLE III

DESCRIPTION, ALLOCATION AND RESTRICTION OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Limited Common Elements

3.01 Portions of the Common Elements are marked on the Plats and Plans as "Common Elements which may be assigned as Limited Common Elements." These portions of the Common Elements are parking areas. Declarant reserves the right to make the initial assignment of these parking spaces as Limited Common Elements for the exclusive use of certain Unit Owners to whose Units these parking spaces shall become appurtenant. The Declarant may assign these Common Elements as Limited Common Element parking spaces 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 parking space 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. Upon the election by the Unit Owners of a majority of the members of the Executive Board, the right of initial assignment of each of the aforesaid Limited Common Elements pursuant to this paragraph shall pass from the Declarant to the Executive Board and the Declarant shall no longer have the right to exercise any such right.

Designation of Reserved Common Elements

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

ARTICLE IV

EASEMENTS

Additional Easements

4.01 In addition to and in supplementation of the easements provided for by Sections 3216, 3217, 3218 of the Act, the following easements are hereby created:

Declarant's Use for Sales Purposes

(a) Declarant shall have the right to maintain sales offices, management offices and models throughout the Property. Declarant reserves the right to place models, management offices and sales offices on any portion of the Common Elements in such manner, of such size and in such locations as Declarant deems appropriate. Declarant may from time to time relocate models, management offices and sales offices to different locations within the Common Elements. Upon the relocation of a model, management office or sales office constituting a Common Element, Declarant may remove all personal property and fixtures therefrom. Any fixtures not removed shall be deemed Common Elements, and any personal property not removed shall be deemed the property of the Association.

Utility Easements

(b) The Units and Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property or the Additional Real Estate. The easements created in this paragraph shall include, without limitation, rights of Declarant, or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate, and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wires, conduits and equipment and ducts and vents over, under, through, along, and on the Units and Common Elements. Notwithstanding the foregoing provisions of this paragraph unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant, or so as not to materially interfere with the use or occupancy of the Unit by its occupants.

Declarant's Easement to Correct Drainage

(c) 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.

ARTICLE V
AMENDMENT OF DECLARATION

Amendment Generally

5.01 This Declaration may be amended only in accordance with the procedures specified in Section 3219 of the Act, the other Sections of the Act referred to in Section 3219 thereof and the express provisions of this Declaration.

Rights of Secured Lenders

5.02 Subject to the limitations imposed by Section 3221 of the Act and except as set forth below, no amendment of this Declaration may be made without the prior written approval of all record holders of first mortgages on Units if and to the extent that approval is required by the Act or if and to the extent that any amendment would have the effect of (i) terminating or abandoning the Condominium (except for termination or abandonment as a result of a taking of all the Units by eminent domain); (ii) abandoning, encumbering, selling or transferring the Common Elements; (iii) partitioning or subdividing any Unit or the Common Elements; or (iv) changing the Percentage Interests of any Unit Owners. Such approval shall not be required with respect to any Amendment pursuant to Articles VI, VII or VIII, below. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed to be a transfer within the meaning of this Section.

ARTICLE VI
USE RESTRICTIONS

Use and Occupancy of Units and Common Elements

6.01 The occupancy and use of the Units and Common Elements shall be subject to the following restrictions:

(a) Those initial Rules and Regulations which are part of the initial Bylaws of Birchtree Court Condominium Association.

(b) Reasonable Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property, may be promulgated from time to time by the Executive Board, subject to the right of the Association to change such Rules and Regulations. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such Rules and Regulations or any amendments thereto.

ARTICLE VII
PERMITTED MORTGAGES

A Unit Owner other than the Declarant or the Executive Board may not voluntarily encumber or subject his or its Unit to any lien, other than the lien of a Permitted Mortgage. Whether or not they expressly so state, all such Permitted Mortgages and the obligations secured thereby shall be deemed to provide, generally, that the Permitted Mortgage, and the rights and obligations of the parties thereto, shall be subject to the terms and conditions of the act and this Declaration and shall be deemed to provide specifically, but without limitation, that the Permitted Mortgagee shall have no right (a) to participate in the adjustment of losses with insurers or in the decision as to whether or not or how to repair or restore damage to or destruction of the Property, or (b) to accelerate the mortgage debt or to have any other remedies by virtue of waste or alleged waste or other conditions occurring anywhere on the Property other than within the affected Unit, and the obligation secured shall be pre-payable, without penalty, upon the happening of any termination of the Condominium or determination not to restore or replace the affected Unit. No Unit Owner shall deliver any Permitted Mortgage, or any obligation to be secured thereby, unless it has first notified the Executive Board of the name and address of the proposed

Permitted Mortgagee and of the amount of the debt proposed to be so secured. When such a Permitted Mortgage is delivered to the Permitted Mortgagee, the Unit Owner shall simultaneously provide executed or conformed copies to the Executive Board. Upon receipt of such copy of a Permitted Mortgage, the Secretary of the Executive Board shall instruct the insurer of the Property to add the name of the Permitted Mortgagee to the mortgagee loss payable provision of the hazard insurance policy covering the Property and to provide such Permitted Mortgagee with a Certificate of Insurance showing that the Permitted Mortgagee's name has been so added. The lien of any purported mortgage which does not comply with all the requirements of this Article shall not attach to or affect the Property or any part thereof or interest therein and shall be of no force and effect as and to the extent that it purports to relate thereto. The Secretary shall maintain a register of such Permitted Mortgages, showing the names and addresses of the Permitted Mortgagees and the amount secured thereby.

ARTICLE VIII

LEASING

Unit Owner may lease or sublease his or her Unit at any time and from time to time provided that (except for a lease or sublease made by (i) a Declarant or (ii) a Permitted Mortgagee which is either in possession or is a purchaser at judicial sale): (1) no Unit may be leased or subleased for transient or hotel purposes or for an initial term of less than ninety (90) days; (2) no Unit may be leased or subleased without a written lease or sublease; (3) a copy of such lease or sublease shall be furnished to the Executive Board within five (5) days after execution thereof; and (4) the rights of any lessee or sublessee of the Unit shall be subject to, and each such lessee or sublessee shall be bound by, the covenants, conditions and restrictions set forth in the Declaration, Bylaws and Rules and Regulations and a default thereunder shall constitute a default under the lease or sublease; provided, however, that the foregoing shall not impose any direct liability on any lessee or sublessee of a Unit to pay any Common Expense assessments on behalf of the Owner of the Unit.

ARTICLE IX

BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT

Monthly Payments

9.01 All Common Expense assessments made in order to meet the requirements of the Association's annual budget shall be deemed to be adopted and assessed on a monthly basis (rather than on an annual basis payable in monthly installments) and shall be due and payable in advance on the first day of each month. Special assessments shall be due and payable in one or more monthly payments, in advance, on the first day of each month, as determined by the Executive Board.

Subordination of Certain Charges

9.02 Any fees, charges, late charges, fines and interest which may be levied by the Executive Board pursuant to Sections 3302(a)(10), (11) and (12) of the Act, shall be subordinate to the lien of a Permitted Mortgage on a Unit.

Surplus

9.03 The budget of the Association shall segregate Limited Expenses from General Common Expenses. Any amounts accumulated from assessments for Limited Expenses and income from the operation of Limited Common Elements to which such Limited Expenses pertain in excess of the amount required for actual Limited Expenses and reserves for future Limited Expenses shall be credited to each Unit Owner paying a share of such Limited Expenses in proportion to the share of such Limited Expenses paid by each such Unit Owner, said credits to be applied to the next monthly assessments of Limited Expenses due from said Unit Owners under the current fiscal year's budget, and thereafter, until exhausted. Any amounts accumulated from assessments for General Common Expenses and income from the operation of the Common Elements to which such General Common Expenses pertain in excess of the amount required for actual General Common Expenses and reserves for future General Common

Expenses shall be credited to each Unit Owner in accordance with Percentage Interests, said credits to be applied to the next monthly assessments of General Common Expenses due from said Unit Owners under the current fiscal year's budget, and thereafter, until exhausted.

ARTICLE X

RIGHTS OF PERMITTED MORTGAGEES

Reports and Notices

10.01 Upon the specific written request of a holder of a mortgage on a Unit or its servicer to the Executive Board, the mortgagee shall be entitled to receive some or all of the following as designated in the request:

(a) Copies of budgets, notices of assessments, or any other notices or statements provided under this Declaration by the Executive Board to the Owner of the Unit covered by the mortgage;

(b) Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Unit Owners;

(c) Copies of notices of meetings of the Unit Owners and the right to designate a representative to attend such meetings;

(d) Notice of the decision of the Unit Owners to make any material amendment to this Declaration;

(e) Notice of substantial damage to or destruction of any Unit (the repair of which would cost in excess of One Thousand and 00/100 (\$1,000.00) Dollars) or any part of the Common Elements (the repair of which would cost in excess of Ten Thousand and 00/100 (\$10,000.00) Dollars);

(f) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Property;

(g) Notice of any default by the owner of the Unit which is subject to the mortgage, when the default is not cured by the Unit Owner within thirty (30) days after the giving of notice by the Association to the Unit Owner of the existence of the default;

(h) The right to examine the books and records of the Executive Board at any reasonable time; or

(i) Notice of any decision by the Executive Board to terminate professional management and assume self-management of the Property.

The request of a mortgagee or its servicer shall specify which of the above items it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Executive Board. The Executive Board need not inquire into the validity of any request made by a mortgagee hereunder.

Failure to comply with the requirements set forth above shall in no way invalidate otherwise proper actions of the Association and the Executive Board.

ARTICLE XI

DECLARANT'S RIGHTS

Control

11.01 (a) Until the 60th day after conveyance of thirteen (13) Units to Unit Owners other than Declarant, Declarant shall have the right to appoint and remove any and all officers and members of the Executive Board. Declarant may not unilaterally remove any members of the Executive Board elected by Unit Owners other than Declarant.

(b) Not later than sixty (60) days after conveyance of thirteen (13) Units to Unit Owners other than Declarant, two (2) (forty (40%) percent of the five (5) members of the Executive Board shall be elected by Unit Owners other than Declarant.

(c) Not later than the earlier of (i) seven (7) years after the date of the recording of this Declaration, or (ii) one hundred eighty (180) days after forty-two (42) of the Units that may be constructed on the Property and the Additional Real Estate have been conveyed to Unit Owners other than Declarant, all remaining Declarant appointed members of the Executive Board shall resign, and the Unit Owners (including Declarant to the extent of Units owned by Declarant) shall elect their successors.

ARTICLE XII

LIMITATION OF LIABILITY

Limited Liability of the Executive Board

12.01 The Executive Board, and its members in their capacity as members, officers and employees:

(a) Shall not be liable for the failure of any service to be obtained by the Executive Board and paid for by the Association, or for injury or damage to Persons or property caused by the elements or by another Unit Owner or Person on the Property, or resulting from electricity, gas, water, rain, dust, or sand which may leak or flow from the outside or from any part of the Building, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place unless in each such instance such injury or damage has been caused by the willful misconduct or gross negligence of the Association or the Executive Board;

(b) Shall not be liable to the Unit Owners as a result of the performance of the Executive Board members' duties for any mistake of judgement, negligence or otherwise, except for the Executive Board members' own willful misconduct or gross negligence;

(c) Shall have no personal liability in contract to a Unit Owner or any other person or entity under any agreement, check, contract, deed, lease, mortgage, instrument, or transaction entered into by them on behalf of the Executive Board or the Association in the performance of the Executive Board members' duties;

(d) Shall not be liable to a Unit Owner, or such Unit Owner's tenants, employees, agents, customers, or guests, for loss or damage by theft of or damage to personal property left by such Unit Owner or his tenants, employees, agents, customers, or guests in a Unit, or in or on the Common Elements or Limited Common Elements, except for the Executive Board members' own willful misconduct or gross negligence;

(e) Shall have no personal liability in tort to a Unit Owner or any other person or entity, direct or imputed, by virtue of act performed by or for them, except for the Executive Board members' own willful misconduct or gross negligence in the performance of their duties; and

(f) Shall have no personal liability arising out of the use, misuse or condition of the Building, or which might in any other way be assessed against or imputed to the Executive Board members as a result of or by virtue of their performance of their duties, except for the Executive Board members' own willful misconduct or gross negligence.

Indemnification

12.02 Each member of the Executive Board, in his or her capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon the member in connection with any proceeding in which he or she may become involved by reason of his or her being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not

result of or by virtue of their performance of their duties, except for the Executive Board members' own willful misconduct or gross negligence.

Indemnification

12.02 Each member of the Executive Board, in his or her capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon the member in connection with any proceeding in which he or she may become involved by reason of his or her being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he or she is an Executive Board member, officer, or both at the time such expenses are incurred, except in cases wherein such Executive Board member and/or officer is adjudged guilty of willful misconduct or gross negligence in the performance of his or her duties; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining) approves the settlement and reimbursement as being in the best interest of the Association; and provided further that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board member and/or officer had no reasonable cause to believe his or her conduct was unlawful. The indemnification by the Unit Owners set forth in this Paragraph shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such. This right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

Defense of Claims

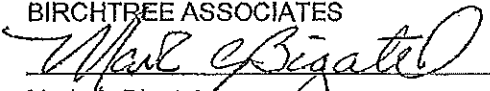
12.03 Complaints brought against the Association, the Executive Board or the officers, employees or agents thereof in their respective capacities as such, or the Condominium as a whole, shall be directed to the Executive Board of the Association, which shall promptly give written notice thereof to the Unit Owners and the holders of any mortgages on Units and such complaints shall be defended by the Association. The Unit Owners and the holders of mortgages on Units shall have no right to participate in such defense other than through the Association.

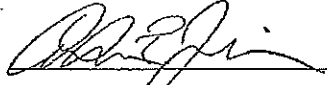
Insurance

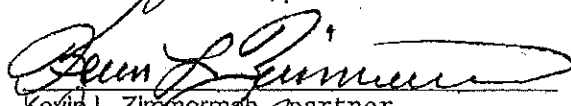
12.04 The Executive Board shall obtain insurance to satisfy the indemnification obligation of the Association and all Unit Owners set forth in Paragraph 15.02, above, if and to the extent available.

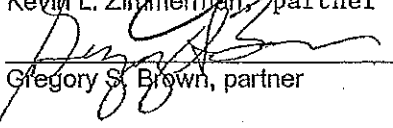
IN WITNESS WHEREOF, BIRCHTREE ASSOCIATES has caused its name to be signed to these presents by its Partners on this 7th day of September, 1999.

BIRCHTREE ASSOCIATES


Mark C. Bigatel, partner


Calvin E. Zimmerman, partner


Kevin L. Zimmerman, partner


Gregory S. Brown, partner

BK 1114 PG 0670

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF CENTRE)

SS:

ENTERED FOR RECORD
HAZEL M PETERS
RECORDER OF DEEDS
CENTRE COUNTY

'99 SEP 14 PM 3 31

On this, the 7th day of September, 1999, before me, the undersigned officer, personally appeared **MARK C. BIGATEL, CALVIN E. ZIMMERMAN, KEVIN L. ZIMMERMAN** and **GREGORY S. BROWN**, partners, t/d/b/a **BIRCHTREE ASSOCIATES**, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged the same for the purpose therein contained.

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

Carol E. Dillon

Notarial Seal
Carol E. Dillon, Notary Public
State College Boro, Centre County
My Commission Expires April 7, 2001

Recorded in Centre County Recorders Office
in Rec Book 1114 Page 1661 This 14th Day of
September AD 1999 Witness my hand & seal of
Office.

Recorder

Hazel M. Peters

EXHIBIT "A"
SUBMITTED REAL ESTATE

EXHIBIT "B"
SCHEDULE OF UNIT IDENTIFYING NUMBERS AND PERCENTAGE INTERESTS

EXHIBIT "C"
PLATS AND PLANS

Exhibit "A"

ALL that certain tract of land situated in College Township, Centre County, Pennsylvania, being Section No. 8 as shown on the Minor Subdivision for Penn Hills PRD, Sections 8 and 8A, dated May 19, 1988, by Uni-Tec, Inc., State College, Pennsylvania and recorded in Centre County Plat Book 38, Page 182, being bounded and described as follows: 61789

BEGINNING at an iron pin being a westerly corner of Lot 8A, Penn Hills PRD and lying in a northerly right-of-way of Gerald Street (60-foot right-of-way), thence along the Gerald Street right-of-way, North 45° 25' 21" West, 502.61 feet to an iron pin lying in said right-of-way and being a southerly corner of Section 9, Penn Hills PRD (Plat book 28, Page 83), thence along Section 9, North 47° 21' 30" East, 623.59 feet to an iron pin lying in a southerly line of lands owned now or formerly by Jessea and Bonnie Darlington (Deed Book 405, Page 525), thence along said lands South 41° 20' 49" East, 662.00 feet to an iron pin lying in said line and being a northerly corner of Section 5A, Penn Hills PRD (Plat Book 24, Page 23), thence along Section 5A, South 47° 21' 30" West, 304.22 feet to an iron pin lying in a northerly line of Section 5A and being an easterly corner of Lot 8A, thence along Lot 8A, North 45° 25' 21" West, 160.00 feet to an iron pin, being a northerly corner of Lot 8A, thence South 47° 21' 30" West, 272.25 feet to an iron pin being the place of beginning; containing 8.118 acres.

Section No. 8 is subject to a 10-foot permanent easement along its westerly boundary and a 15-foot permanent easement in its southwesterly portion.

Exhibit "B"

Percentage Interest

Unit A

<u>Address</u>	<u>Percentage Interest</u>
102 Birchtree Court	1.786%
104 Birchtree Court	1.786%
106 Birchtree Court	1.786%
108 Birchtree Court	1.786%
110 Birchtree Court	1.786%
112 Birchtree Court	1.786%
114 Birchtree Court	1.786%
116 Birchtree Court	1.786%

Unit B

<u>Address</u>	<u>Percentage Interest</u>
200 Birchtree Court	1.786%
202 Birchtree Court	1.786%
204 Birchtree Court	1.786%
206 Birchtree Court	1.786%
208 Birchtree Court	1.786%
210 Birchtree Court	1.786%
212 Birchtree Court	1.786%
214 Birchtree Court	1.786%

Unit C

<u>Address</u>	<u>Percentage Interest</u>
180 Birchtree Court	1.786%
182 Birchtree Court	1.786%
184 Birchtree Court	1.786%
186 Birchtree Court	1.786%
188 Birchtree Court	1.786%
190 Birchtree Court	1.786%
192 Birchtree Court	1.786%
194 Birchtree Court	1.786%

Unit D

<u>Address</u>	<u>Percentage Interest</u>
170 Birchtree Court	1.786%
172 Birchtree Court	1.786%
174 Birchtree Court	1.786%
176 Birchtree Court	1.786%

Unit E

<u>Address</u>	<u>Percentage Interest</u>
154 Birchtree Court	1.786%
156 Birchtree Court	1.786%
158 Birchtree Court	1.786%
160 Birchtree Court	1.786%
162 Birchtree Court	1.786%
164 Birchtree Court	1.786%
166 Birchtree Court	1.786%
168 Birchtree Court	1.786%

Unit F

<u>Address</u>	<u>Percentage Interest</u>
132 Birchtree Court	1.786%
134 Birchtree Court	1.786%
136 Birchtree Court	1.786%
138 Birchtree Court	1.786%
140 Birchtree Court	1.786%
142 Birchtree Court	1.786%
144 Birchtree Court	1.786%
146 Birchtree Court	1.786%

Unit G

<u>Address</u>	<u>Percentage Interest</u>
117 Birchtree Court	1.786%
119 Birchtree Court	1.786%
121 Birchtree Court	1.786%
123 Birchtree Court	1.786%
125 Birchtree Court	1.786%
127 Birchtree Court	1.786%
129 Birchtree Court	1.786%
131 Birchtree Court	1.786%

Unit H

<u>Address</u>	<u>Percentage Interest</u>
185 Birchtree Court	1.786%
187 Birchtree Court	1.786%
189 Birchtree Court	1.786%
191 Birchtree Court	1.786%

COPY

BYLAWS OF
BIRCHTREE COURT
CONDOMINIUM ASSOCIATION

ARTICLE I

INTRODUCTORY PROVISIONS

Applicability

1.01 These Bylaws provide for the governance of the Association pursuant to the requirements of Section 3306 of the Act with respect to the Condominium created by the recording of the Declaration among the land records of Centre County in Record Book ____, Page ____.

Definitions

1.02 Capitalized terms used herein without definition shall have the meanings specified for these terms in the Declaration to which these Bylaws pertain or, if not defined therein, the meanings specified or used for these terms in the Act.

Restrictions

1.03 (a) Except as herein provided with respect to the uses permitted by the Declarant, no Unit shall be used for any other purpose 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, subject to all provisions with respect to use and occupancy and presence on the Property applicable to the Unit Owner himself. No one may permit or suffer anything to be done or kept upon the Property which will increase the rate of insurance on the Property or in the contents thereof, or which will obstruct or interfere with the rights of others or annoy them by unreasonable noises or otherwise, and no one may commit or permit any nuisance or commit or suffer any immoral or illegal act to be committed anywhere in or upon the Property.

(b) 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 Executive Board.

(c) 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. No articles or personal property belonging to any Unit Owner shall be stored in any portion of the Common Elements without the prior written consent of Executive Board.

(d) No one may overload the electrical wiring in the building or operate any machinery, appliance, accessories, or equipment in such a manner as to cause, in the judgment of the Executive Board, any unreasonable disturbance, or make any alterations.

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

(f) No sign of any kind shall be displayed to the public view of any Unit, except one (1) temporary sign of not more than three (3) square feet, advertising the Property for sale or rent. No such sign shall be illuminated.

(g) 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 provided that no more than two (2) pets in the aggregate may be kept in any such Unit, and said pets must be housed indoors and conform to all local ordinances and regulations. Any pet debris in a Common Area must be immediately removed by the pet Owner.

(h) No noxious or offensive activity shall be carried on upon any Unit, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. The decision as to whether any activity is noxious or offensive shall be decided exclusively by the Executive Board in such manner as it may elect to make such decision.

(i) 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.

(j) No outdoor clotheslines are permitted.

(k) No fence of any kind, wall, hedge, or similar structure shall be placed, erected or maintained anywhere on the Property without the written consent of the Executive Board.

Compliance

1.04 Pursuant to the provisions of the Act, every Unit Owner and all Persons entitled to occupy a Unit shall comply with these Bylaws.

Office

1.05 The office of the Condominium, the Association, and the Executive Board shall be located on the Property or at such other place as may be designated from time to time by the Executive Board.

Incorporation of Statutory Law

1.06 Except as expressly provided herein, in the Declaration, or in the Act, the Association shall be governed by the provisions of the Nonprofit Corporation Law of 1988 of the Commonwealth of Pennsylvania 15 Pa. Cons. Stat. §§ 5101-5998, as it may be amended from time to time, hereinafter referred to as the "Corporation Law." The "Board of Directors" described therein shall be referred to herein and in the Declaration as the "Executive Board."

ARTICLE II
THE ASSOCIATION

Composition

2.01 The Association is hereby organized on this date as _____. The Association shall consist of all of the Unit Owners acting as a group in accordance with the Act, the Declaration and these Bylaws. The Association shall have the responsibility of administering the Condominium, establishing the means and methods of collecting assessments and charges, arranging for the management of the Condominium and performing all of the other acts that may be required or permitted to be performed by the Association pursuant to the Act and the Declaration. The foregoing responsibilities shall be performed by the Executive Board or Managing Agent as more particularly set forth in these Bylaws.

Annual Meetings

2.02 The annual meetings of the Association shall be held on the first Monday of April of each year unless this date occurs on a holiday, in which event the meeting shall be held on the succeeding Monday. At the annual meetings the Executive Board shall be elected by ballot of the Unit Owners in accordance with the requirements of Paragraph 3.03 of these Bylaws (subject to Article XI of the Declaration) and any other business as may properly come before the meeting may be transacted.

Place of Meetings

2.03 Meetings of the association shall be held at the principal office of the Association or at such other suitable place convenient to the Unit Owners as may be designated by the Executive Board.

Special Meetings

2.04(a) The President shall call a special meeting of the Association if so directed by resolution of the Executive Board or upon a petition signed and presented to the Secretary by Unit Owners entitled to cast at least twenty-five (25%) percent of the votes in the Association. The notice of any special meeting shall state the time, place and purpose thereof. Such meeting shall be held within forty-five (45) days after receipt by the President of said resolution or petition; provided, however, if the purpose includes the consideration of the rejection of a budget or capital expenditure pursuant to Paragraph 5.08, below, such meeting shall be held within fifteen (15) days after receipt by the President of said resolution or petition and in all events prior to the expiration of the thirty day time period referred to in Paragraph 5.08 of these Bylaws. No business shall be transacted at a special meeting except as stated in the notice.

(b) Within sixty (60) days after conveyance of twenty-five (25%) percent of the Units to Unit Owners other than the Declarant, a special meeting of the Association shall be held at which two (2) of the five (5) members of the Executive Board designated by the Declarant shall resign (such member to be selected by the Declarant), and the Unit Owners, excluding the Declarant as a Unit Owner, shall then elect a successor member of the Executive Board to act in the place and stead of the member resigning. The successor member shall serve until the annual meeting of the Association following the meeting at which he was elected.

(c) Within sixty (60) days immediately preceding the date by which all Declarant appointed members of the Executive Board must resign pursuant to Paragraph 14.01 of the Declaration, a special meeting of the Association shall be held at which all of the members of the Executive Board designated by the Declarant shall resign, and the Unit Owners, including the Declarant if the Declarant owns one or more Units, shall then elect successor members of the Executive Board to act in the place and stead of those resigning. The successor member receiving the highest number of votes shall serve until the second annual meeting of the Association following the date of the election of the successor to the member elected pursuant to Subparagraph (b), above, and the successor member receiving the next highest number of votes shall serve until the first annual meeting of the Association following the date of the election of the successor to the member elected pursuant to Subparagraph (b), above.

(d) Notwithstanding the foregoing, if any meeting required pursuant to Subparagraphs (b) and (c), above, could be held on the date an annual meeting of the Association is scheduled, then this meeting shall be held concurrently with the annual meeting.

Notice of Meetings

2.05 The Secretary shall give to each Unit Owner a notice of each annual or regularly scheduled meeting of the Association at least ten (10) but not more than forty (40) days and of each special meeting of the Unit Owners at least ten (10) but not more than forty (40) days, prior to the meeting, stating the time, place and purpose thereof. The giving of a notice of meeting in the manner provided in this Paragraph and Paragraph 8.01 of these Bylaws shall be considered service of notice.

Adjournment of Meetings

2.06 If at any meeting of the Association a quorum is not present, Unit Owners entitled to cast a majority of the votes represented at the meeting may adjourn the meeting to a time not less than forty-eight (48) hours after the time for which the original meeting was called.

Voting

2.07 Voting at all meetings of the Association shall be on a percentage basis and the percentages of the vote to which each Unit Owner is entitled shall be the Percentage Interest assigned to his Unit in the Declaration. If the Owner of a Unit is a corporation, joint venture, partnership or unincorporated association, the Person who shall be entitled to cast the vote for the 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 voting purposes. When the Ownership of a Unit is in more than one Person, the Person who shall be entitled to cast the vote of this Unit shall be the Person named in a certificate executed by all of the Owners of the Unit and filed with the Secretary or, in the absence of such named Person from the meeting, the Person who shall be entitled to cast the vote of the Unit shall be the Person owning such Unit who is present. If more than one Person owning such Unit is present, then the vote shall be cast only in accordance with their unanimous agreement pursuant to Section 3310(a) of the Act. There shall be deemed to be unanimous agreement if any one of the multiple Owners casts the votes 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. The certificate shall be valid until revoked by a subsequent certificate similarly executed. Subject to the requirements of the Act, whenever the approval or disapproval of a Unit Owner is required by the Act, the Declaration or these Bylaws, such approval or disapproval shall be made only by the Person who would be entitled to cast the vote of such Unit at any meeting of the Association. Except with respect to election of members of the Executive Board and except where a greater number is required by the Act, the Declaration or these Bylaws, the Owners of more than fifty (50%) percent of the aggregate Percentage Interests in the Condominium voting in person or by proxy at one time at a duly convened meeting at which a quorum is present is required to adopt decisions at any meeting of the Association. Any specified percentage of the Unit Owners means the Unit Owners owning such Percentage Interests in the aggregate. In all elections for Executive Board members, each Unit Owner shall be entitled to cast for each vacancy to be filled at such election the number of votes allocated to the Unit or Units owned by such Unit Owner as provided in the Declaration. Those candidates for election receiving the greatest number of votes cast in such elections shall be elected and, if Executive Board members are being elected to unequal terms, the candidates receiving the highest number of votes shall be elected to the longest terms. Except as set forth in Paragraph 2.04(b), if the Declarant owns or holds title to one or more Units, the Declarant shall have the right at any meeting of the Association to cast the votes to which such Unit or Units are entitled. No votes allocated to a Unit owned by the Association may be cast. There shall be no cumulative or class voting.

Proxies

2.08 A vote may be cast in person or by proxy. 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. Such proxy may be granted by any Unit Owner in favor of only another Unit Owner, a holder of a mortgage on a Unit or the Declarant. Proxies shall be duly executed in writing, shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting. Such proxy shall be deemed revoked only upon actual receipt by the Person presiding over the meeting of written notice of revocation from the grantor of the proxy. No proxy shall be valid for a period in excess of one year after the execution thereof. A proxy is void if it is not dated or purports to be revocable without notice.

Quorum

2.09 Except as set forth below, the presence in person or by proxy of Unit Owners of fifteen (15%) percent or more of the aggregate Percentage Interests at the commencement of a meeting shall constitute a quorum at all meetings of the Unit Owners Association. If a meeting is adjourned pursuant to Paragraph 2.06, above, the quorum at such second meeting shall be deemed present throughout any meeting of the Association if persons entitled to cast fifteen (15%) percent of the votes which may be cast for the election of the Executive Board are present in person or by proxy at the beginning of the meeting.

Conduct of Meetings

2.10 The President (or in his absence, one of the Vice-Presidents) shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting as well as a record of all transactions occurring thereat. The President may appoint a person to serve as parliamentarian at any meeting of the Association. The then current edition of Robert's Rules of Order shall govern the conduct of all meetings of the Association when not in conflict with the Declaration, these Bylaws or the Act. All votes shall be tallied by tellers appointed by the President.

ARTICLE III

Executive Board

Number and Qualification

3.01 The affairs of the Association shall be governed by an Executive Board. The Executive Board shall be composed of five (5) natural persons, all of whom shall be Unit Owners or designees of the Declarant.

Delegation of Powers and Managing Agent

3.02 The Executive Board may employ for the Condominium a "Managing Agent" at a compensation established by the Executive Board. The Managing Agent shall perform such duties and services as the Executive Board shall authorize, including, but not limited to, all of the duties listed in the Act, the Declaration and these Bylaws; provided, however, when a Managing Agent does not have the power to act under the Act, the Declaration or these Bylaws, such duties shall be performed as advisory to the Executive Board. The Executive Board may delegate to the Managing Agent all of the powers granted to the Executive Board by the Act, the Declaration and these Bylaws other than the following powers:

- (a) to adopt the annual budget and any amendment thereto or to assess any Common Expenses;
- (b) to adopt, repeal or amend Rules and Regulations;
- (c) to designate signatories on Association bank accounts;
- (d) to borrow money on behalf of the Association;

- (e) to acquire and mortgage Units;
- (f) to designate Reserved Common Elements;
- (g) to allocate Limited Common Elements.

Any contract with the Managing Agent must provide that it may be terminated with cause on no more than thirty (30) days' written notice and without cause on no more than one hundred eighty (180) days' written notice. The term of any such contract may not exceed one (1) year.

Election and Term of Office

3.03(a) At the annual meetings of the Association, subject to Article XIV of the Declaration, the election of members of the Executive Board shall be held. The term of office of any Executive Board member to be elected (except as set forth in paragraph 204(b) and (c) and 3.05 hereof) shall be fixed at three (3) years. The terms of the members of the Executive Board shall be staggered so that in one (1) year, two (2) terms of office end, and in the next year, three (3) terms of office end. The members of the Executive Board shall hold office until the earlier to occur of the election of their respective successors or their death, adjudication of incompetency, removal, or resignation. An Executive Board member may serve an unlimited number of terms and may succeed himself.

(b) Persons qualified to be members of the Executive Board may be nominated for election only as follows:

(1) Any Unit Owner may submit to the Secretary at least ten (10) days before the meeting at which the election is to be held a nominating petition signed by Unit Owners owning at least ten (10) Units in the aggregate, together with a statement that the person nominated is willing to serve on the Executive Board and a biographical sketch of the nominee. The Secretary shall mail or hand deliver the submitted items to every Unit Owner along with the notice of such meeting; and

(2) Nominations may be submitted from the floor at the meeting at which the election is held for each vacancy on the Executive Board for which no more than one person has been nominated by petition.

Removal or Resignation of Members of the Executive Board

3.04 Except with respect to members designated by Declarant, at any regular or special meeting of the Association duly called, any one (1) or more of the members of the Executive Board may be removed with or without cause by Unit Owners entitled to cast a majority of all votes in the Association and a successor may then and there be elected to fill the vacancy thus created. Any Unit Owner proposing removal of a Board member shall give notice thereof to the Secretary. Any member whose removal has been proposed by a Unit Owner shall be given at least ten (10) days' notice by the Secretary of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting. A member of the Executive Board may resign at any time and shall be deemed to have resigned upon transfer of title to his Unit. Declarant shall have the right to remove and replace any or all members appointed by Declarant at any time and from time to time until the required resignation date specified in Paragraph 14.01 of the Declaration.

Vacancies

3.05 Except as set forth in Paragraph 3.04 above with respect to members appointed by Declarant, vacancies in the Executive Board caused by any reason other than the removal of a member by a vote of the Unit Owners shall be filled by a vote of a majority of the remaining members at a special meeting of the Executive Board held for such purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum. Each person so

elected shall be a member of the Executive Board for the remainder of the term of the member being replaced and until a successor shall be elected at the next annual meeting of the Association at which such seat is to be filled upon expiration of the term of his predecessor. In the case of multiple vacancies, the member receiving the greatest number of votes shall be elected for the longest term.

Organization Meeting

3.06 The first meeting of the Executive Board following each annual meeting of the Association shall be held within thirty (30) days thereafter at such time and place as shall be fixed by the President (even if he is the outgoing President) at the meeting at which such Executive Board shall have been elected, and no notice shall be necessary to the newly elected members of the Executive Board in order legally to constitute such meeting, if a majority of the Executive Board members shall be present at such meeting.

Regular Meetings

3.07 Regular meetings of the Executive Board may be held at such time and place as shall be determined from time to time by a majority of the members, but such meetings shall be held at least once every four (4) months during each fiscal year. Notice of regular meetings of the Executive Board shall be given to each member, by mail or telegraph, at least three (3) business days prior to the day named for such meeting.

Special Meetings

3.08 Special meetings of the Executive Board may be called by the President on at least three (3) business days' notice to each member, given by mail or telegraph. The notice shall state the time, place and purpose of the meeting. Special meetings of the Executive Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) members of the Executive Board.

Waiver of Notice

3.09 Any member may at any time, in writing, waive notice of any meeting of the Executive Board, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any meeting of the Executive Board shall constitute a waiver of notice by him of the time, place and purpose of such meeting. If all members are present at any meeting of the Executive Board, no notice shall be required and any business may be transacted at such meeting.

Quorum of the Executive Board

3.10 At all meetings of the Executive Board, three (3) of the members shall constitute a quorum for the transaction of business, and the votes of a majority of the members present at a meeting at which a quorum is present shall constitute the decision of the Executive Board. If at any meeting of the Executive Board there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice. One or more members of the Executive Board may participate in and be counted for quorum purposes at any meeting by means of conference telephone or similar communication equipment by means of which all persons participating in the meeting can hear each other.

Compensation

3.11 No member of the Executive Board shall receive any compensation from the Association for acting as such, but may be reimbursed for any expenses incurred in the performance of his duties.

Conduct of Meetings

3.12 The President shall preside over all meetings of the Executive Board and the Secretary shall keep a minute book of the Executive Board meetings, recording therein all resolutions adopted by the

Executive Board and a record of all transactions and proceedings occurring at such meetings. The then current edition of Robert's Rules of Order shall govern the conduct of the meetings of the Executive Board if and to the extent not in conflict with the Declaration, these Bylaws or the Act.

Action Without Meeting

3.13 Any action by the Executive Board required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Executive Board shall individually or collectively consent in writing to such action. Any written consent shall be filed with the minutes of the proceedings of the Executive Board.

Validity of Contracts with Interested Executive Board Members

3.14 No contract or other transaction between the Association and one or more of its Executive Board members or between the Association and any corporation, firm, or association in which one (1) or more of the Executive Board members are directors or officers, or are financially interested, shall be void or voidable because such Executive Board member or members are present at any meeting of the Executive Board which authorized or approved the contract or transaction or because his or their votes are counted, if the circumstances specified in either of the following subparagraphs exists:

(a) The fact that an Executive Board member is also such a director or officer or has such financial interest is disclosed or known to the Executive Board and is noted in the minutes thereof, and the Executive Board authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such Executive Board member or members; or

(b) The Contract or transaction is made in good faith and is not unconscionable to the Association at the time it is authorized, approved or ratified.

Inclusion of Interested Executive Board Members in

the Quorum

3.15 Any Executive Board member holding such director or officer position or having such financial interest in another corporation, firm or association may be counted in determining the presence of a quorum at a meeting of the Executive Board or a committee thereof which authorizes, approves or ratifies a contract or transaction of the type described in Paragraph 3.14 hereof.

ARTICLE IV

OFFICERS

Designation

4.01 The principal officers of the Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Executive Board. The Executive Board may appoint an assistant treasurer, an assistant secretary and such other officers as in its judgment may be necessary. The President and Vice President shall be members of the Executive Board. Any other officers may, but need not, be Unit Owners or members of the Executive Board. An officer other than the President may hold more than one office.

Election of Officers

4.02 The officers of the Association shall be elected annually by the Executive Board at the organization meeting of each new Board and shall hold office at the pleasure of the Executive Board.

Removal of Officers

4.03 Upon the affirmative vote of a majority of all members of the Executive Board, any officer may be removed, either with or without cause, and a successor may be elected at any meeting of the Executive Board called for this purpose.

President

4.04 The President shall be the chief executive officer of the Association, preside at all meetings of the Association and of the Executive Board and have all of the general powers and duties which are incident to the office of president of a corporation organized under the laws of Pennsylvania including without limitation the power to appoint committees from among the Unit Owners from time to time as the President may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association. The President shall cease holding this office at such time as he ceases to be a member of the Executive Board.

Vice President

4.05 The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Executive Board shall appoint some other member of the Executive Board to act in the place of the President, on an interim basis. The Vice President shall also perform any other duties as shall from time to time be delegated or assigned him by the Executive Board or by the President. The Vice President shall cease holding this office at such time as he ceases to be a member of the Executive Board.

Secretary

4.06 The Secretary shall keep the minutes of all meetings of the Association and of the Executive Board, have charge of such books and papers as the Executive Board may direct, maintain a register setting forth the place to which all notices to Unit Owners and holders of mortgagees on any Units hereunder shall be delivered and, in general, perform all the duties incident to the office of secretary of a corporation organized under the laws of Pennsylvania. The Secretary shall, upon request, provide any Person, or cause to be provided to any Person entitled thereto a written statement or certification of the information required to be provided by the Association pursuant to Sections 3315(g), 3407(a) and 3407(b) of the Act and Paragraphs 5.09 and 5.11 below. To the extent permitted by the Act, the Secretary may impose a reasonable charge for the preparation of any such statement and/or certification and the reproduction of such documents in order to cover the cost of the preparation and reproduction.

Treasurer

4.07 The Treasurer shall have the responsibility for the safekeeping of Association funds and securities, be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data, and be responsible for the deposit of all monies in the name of the Executive Board, the Association or the Managing Agent, in such depositories as may from time to time be designated by the Executive Board and, in general, perform all the duties incident to the office of treasurer of a corporation organized under the laws of Pennsylvania.

Execution of Documents

4.08 All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations in excess of One Thousand and 00/100 (\$1,000.00) Dollars shall be executed by any two (2) officers of the Association. All such instruments for expenditures or obligations of One Thousand and 00/100 (\$1,000.00) Dollars or less may be executed by any one (1) officer of the Association.

Compensation of Officers

4.09 No officer who is also a member of the Executive Board shall receive any compensation from the Association for acting as an officer, but may be reimbursed for any out-of-pocket expenses incurred in performing his duties; provided, however, the Secretary and Treasurer may be compensated for their services if the Executive Board determines the compensation to be appropriate.

ARTICLE V

COMMON EXPENSES AND BUDGETS

Fiscal Year

5.01 The fiscal year of the Association shall be the calendar year unless otherwise determined by the Executive Board; provided, however, that the first fiscal year shall begin upon the recordation of the Declaration.

Preparation and Approval of Budget

5.02(a) On or before the first day of November of each year (or sixty (60) days before the beginning of the fiscal year if the fiscal year is other than the calendar year), the Executive Board shall adopt an annual budget for the Association containing an estimate of the total amount considered necessary to pay the cost of maintenance, management, operation, repair, and replacement of the Common Elements and those parts of the Units which it is the responsibility of the Executive Board to maintain, repair and replace, and the cost of wages, materials, insurance premiums, services, supplies, and other expenses that may be declared to be Common Expenses by the Act, the Declaration, these Bylaws or a resolution of the Association and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Property and the rendering to the Unit Owners of all related services. Such budget shall also include such reasonable amounts as the Executive Board considers necessary to provide working capital, a general operating reserve, and reserves for contingencies and replacements. The budget shall segregate General Common Expenses and Limited Expenses.

(b) On or before the next succeeding 5th day of November (or fifty-five (55) days before the beginning of the fiscal year if the fiscal year is other than the calendar year), the Executive Board shall make the budget available for inspection at the Association office and within three (3) business days of such adoption shall send to each Unit Owner a copy of the budget in a reasonably itemized form that sets forth the amount of the Common Expenses. Such budget shall constitute the basis for determining each Unit Owners' assessments for General Common Expenses and Limited Expenses of the Association and shall automatically take effect at the beginning of the fiscal year for which it is adopted, subject to Paragraph 5.08 below.

(c) The Executive Board shall make reasonable efforts to meet the deadlines set forth above, but compliance with these deadlines shall not be a condition precedent to the effectiveness of any budget.

Assessment and Payment of Common Expenses

5.03(a) The Executive Board shall calculate the monthly assessments for General Common Expenses against each Unit by multiplying (1) the total amount of the estimated funds required for the operation of the Property set forth in the budget adopted by the Executive Board for the fiscal year in question, after deducting any Limited Expenses and income expected to be received from sources other than Common Expense assessments and the operation of the Limited or Reserved Common Elements to which the Limited Expenses pertain, by (2) the Percentage Interest (expressed in decimal form) allocated to such Unit, and dividing the resultant product by (3) the number of calendar months in such fiscal year. Such assessments shall be deemed to have been adopted and assessed on a monthly basis and not on an annual basis payable in monthly installments, shall be due and payable on the first day of each calendar month, and shall be a lien against each Unit Owner's Unit as provided in the Act and the Declaration. Within ninety (90) days after the end of each fiscal year, the Executive Board shall prepare

and deliver to each Unit Owner and to each record holder of a mortgage on a Unit who has registered an address with the Secretary an itemized accounting of the Common Expenses and funds received during such fiscal year less expenditures actually incurred and sums paid into reserves. Any net shortage with regard to General Common Expenses, after application of such reserves as the Executive Board may determine, shall be assessed promptly against the Unit Owners in accordance with their Percentage Interests and shall be payable in one or more monthly assessments, as the Executive Board may determine.

Limited Expenses

(b) The Executive Board shall calculate the monthly assessments for Limited Expenses against each Unit obligated to pay Limited Expenses by multiplying (1) the total amount of the estimated funds required for Limited Expenses set forth in the budget adopted by the Executive Board for the fiscal year in question, after deducting any income expected to be received from the operation of the Limited or Reserved Common Elements to which the Limited Expenses pertain other than Limited Expense Assessments by (2) the share of Limited Expenses (expressed in decimal form) allocated to each such Unit, and dividing the resultant product by (3) the number of calendar months in such fiscal year. Such assessments shall be deemed to have been adopted and assessed on a monthly basis and not on an annual basis payable in monthly installments, shall be due and payable on the first day of each calendar month and shall be a lien against each Unit Owner's Unit as provided in the Act and the Declaration. Within ninety (90) days after the end of each fiscal year, the Executive Board shall prepare and deliver to each Unit Owner and to each record holder of a mortgage on a Unit who has registered an address with the Secretary an itemized accounting of the Common Expenses and funds received during such fiscal year less expenditures actually incurred and sums paid into reserves. Any net shortage with regard to Limited Expenses, after application of such reserves as the Executive Board may determine, shall be assessed promptly against the Unit Owners obligated to pay Limited Expenses in accordance with their allocable share of Limited Expenses and shall be payable in one or more monthly assessments, as the Executive Board may determine.

Reserves

(c) The Executive Board shall build up and maintain reasonable reserves for working capital, operations, contingencies and replacements. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year may be charged first against such reserves. If the reserves are deemed to be inadequate for any reason, including nonpayment of any Unit Owner's assessments, the Executive Board may at any time levy further assessments for General Common Expense and/or Limited Expense which shall be assessed against the Unit Owners either according to their respective Percentage Interests with regard to General Common Expenses or in accordance with allocable shares of Limited Expenses with regard to Limited Expenses (whichever is appropriate), and shall be payable in one or more monthly assessments as the Executive Board may determine.

Further Assessments

5.04 The Executive Board shall serve notice on all Unit Owners of any further assessments pursuant to Paragraph 5.03 or otherwise as permitted or required by the Act, the Declaration and these Bylaws by a statement in writing giving the amount and reasons therefor, and such further assessments shall, unless otherwise specified in the notice, become effective with the next monthly assessment which is due more than ten (10) days after the delivery of such notice of further assessments. All Unit Owners so assessed shall be obligated to pay the amount of such monthly assessments. Such assessments shall be a lien as of the effective date as set forth in the preceding Paragraphs 5.03(a) and (b).

Initial Budget

5.05 At or prior to the time assessment of Common Expenses commences, the Executive Board shall adopt the budget, as described in this Article, for the period commencing on the date the Executive

Board determines that assessments shall begin and ending on the last day of the fiscal year during which such commencement date occurs. Assessments shall be levied and become a lien against the Unit Owners during such period as is provided in Paragraph 5.03, above.

Effect of Failure to Prepare or Adopt Budget

5.06 The failure or delay of the Executive Board to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Owner's obligation to pay his allocable share of the Common Expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each Unit Owner shall continue to pay each monthly assessment at the rate established for the previous fiscal year until the new annual or adjusted budget shall have been adopted.

Accounts and Audits

5.07 All sums collected by the Executive Board with respect to assessments against the Unit Owners or from any other source may be commingled into a single fund. All books and records of the Association shall be kept in accordance with good and accepted accounting practices, and the same shall be audited at least once every five (5) years, or more often at the request of the Executive Board. The audit shall be conducted by an independent accountant retained by the Executive Board.

Budget and Expenditures

5.08 The Association, by a majority vote of all votes in the Association, may reject any budget or capital expenditure approved by the Executive Board, within thirty (30) days after approval by the Executive Board. The power of the Executive Board to expend funds, incur expenses or borrow money on behalf of the Association is subject to the requirement that the consent of Unit Owners entitled to cast at least two-thirds of the votes in the Association obtained at a meeting duly called and held for such purpose in accordance with the provisions of these Bylaws, shall be required to (a) expend funds or incur expenses that it is reasonably anticipated will cause the aggregate amount of all expenses in the budget (including reserves) to be exceeded by more than ten (10%) percent of such aggregate amount after taking into account any projected increases in income, and (b) to borrow money so that loans of the Association then outstanding would exceed ten (10%) percent of such aggregate amount.

Payment of Common Expenses

5.09 Each Unit Owner shall pay the Common Expenses assessed by the Executive Board pursuant to the provisions of this Article V. No Unit Owner may exempt himself from liability for his contribution toward Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Unit. No Unit Owner shall be liable for the payment of any part of the Common Expenses assessed against his Unit subsequent to the date of recordation of a conveyance by him in fee of such Unit. The purchaser of a Unit shall be jointly and severally liable with the selling Unit Owner for all unpaid assessments against the latter for his proportionate share of the Common Expenses up to the time of such recordation, without prejudice to the purchaser's right to recover from the selling Unit Owner amounts paid by the purchaser therefor; provided, however, that any such purchaser shall be entitled to a statement setting forth the amount of the unpaid assessments against the selling Unit Owner within five (5) days following a written request therefor to the Executive Board or Managing Agent and such purchaser shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments in excess of the amount therein set forth. Subject to Section 3315(b)(2) of the Act, each record holder of a mortgage on a Unit who comes into possession of a Unit by virtue of foreclosure or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the Unit free of any claims for unpaid assessments or charges against such Unit which accrue prior to the time such holder comes into possession thereof, except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit.

Collection of Assessments

5.10 The Executive Board or the Managing Agent, at the request of the Executive Board, shall take prompt action to collect any assessments for Common Expenses due from any Unit Owner which remain unpaid for more than thirty (30) days from the due date for payment thereof. Any assessment not paid within five (5) days after its due date shall accrue a late charge in the amount of five (5%) percent of the overdue assessment in addition to interest at the rate of ten (10%) percent per annum or such other rate as may be determined by the Executive Board.

Statement of Common Expenses

5.11 The Executive Board shall promptly provide any Unit Owner, contract purchaser or proposed mortgagee so requesting the same in writing with a written statement of all unpaid assessments for Common Expenses and Limited Expenses due from each Unit Owner as required by the terms of Section 3315(g) of the Act, or the certificate and documents required by the terms of Section 3407 of the Act. To the extent permitted by the Act, the Executive Board may impose a reasonable charge for the preparation of such statement and/or certificate and the reproduction of these documents in order to cover the cost of the preparation and reproduction.

ARTICLE VI

COMPLIANCE AND DEFAULT

Relief

6.01 Each Unit Owner shall be governed by, and shall comply with, all of the terms of the Declaration, these Bylaws, the Rules and Regulations and the Act, as any of the same may be amended from time to time. In addition to the remedies provided in the Act and the Declaration, a default by a Unit Owner shall entitle the Association, acting through its Executive Board or through the Managing Agent, to the following relief:

Additional Liability

(a) Each Unit Owner shall be liable for the expense of all maintenance, repair or replacement rendered necessary by his act, neglect, or carelessness, or the act, neglect or carelessness of his tenants, guests, invitees or licensees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Executive Board. Such liability shall include any increase in casualty insurance premiums occasioned by improper use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation.

Costs and Attorney's Fees

(b) In any proceedings arising out of any alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorney's fees as may be determined by the court.

No Waiver of Rights

(c) The failure of the Association, the Executive Board, or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Declaration, these Bylaws, the Executive Board Rules and Regulations, or the Act shall not constitute a waiver of the right of the Association, the Executive Board, or the Unit Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association, the Executive Board, or any Unit Owner pursuant to any term, provision, covenant or condition of the Declaration, these Bylaws, the Rules and

Regulations, or the Act shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other privileges as may be granted to such party by the Declaration, these Bylaws, the Rules and Regulations or the Act, or at law or in equity.

Abating and Enjoining Violations by Unit Owners

(d) The violation of any of the Executive Board Rules and Regulations adopted by the Executive Board, the breach of any Bylaw contained herein, or the breach of any provision of the Declaration or the Act shall give the Executive Board the right, in addition to any other rights: (1) to enter the Unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Executive Board shall not thereby be deemed guilty in any manner of trespass; or (2) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

ARTICLE VII

AMENDMENTS

Amendments to Bylaws

7.01 These Bylaws may be modified or amended only by vote of Unit Owners entitled to cast a majority of the votes in the Association, except as otherwise expressly set forth herein or in the Act; provided, however, that until the date on which all Declarant-appointed Board members voluntarily resign or are required to resign pursuant to Article XIV of the Declaration, Paragraphs 2.04, 3.01, and this Paragraph 7.01 may not be amended without the consent in writing of Declarant. Additionally, if any amendment is necessary in the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provision of these Bylaws that is defective, missing or inconsistent with any other provision hereof, or with the Act or the Declaration, or if such amendment is necessary to conform to the requirements of the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with respect to condominium projects, then at any time and from time to time the Executive Board may effect an appropriate corrective amendment without the approval of the Unit Owners or the holders of any liens on all or any part of the Property, upon receipt by the Executive Board of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this sentence.

Approval of Mortgages

7.02 These Bylaws contain provisions concerning various rights and interests of record holders of mortgages on Units. Provisions in these Bylaws are to be construed as covenants for the protection of the holders on which they may rely in making loans secured by mortgages. Accordingly, no amendment or modification of these Bylaws impairing or affecting the rights, priorities, remedies or interests of a holder shall be adopted without the prior written consent of the holders who have registered an address with the Secretary.

Amendments to the Declaration

7.03 Any two (2) officers or Executive Board members of the Association may prepare, execute, certify and record amendments to the Declaration on behalf of the Association.

ARTICLE VIII
MISCELLANEOUS

Notices

8.01 All notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by registered or certified mail, return receipt requested, postage prepaid (or otherwise as the Act may permit), (a) if to a Unit Owner, at the single address which the Unit Owner shall designate in writing and file with the Secretary or, if no such address is designated, at the address of the Unit of such Unit Owner, or (b) if to the Association, the Executive Board or to the Managing Agent at the principal office of the Managing Agent or at such address as shall be designated by notice in writing to the Unit Owners pursuant to this Section. If a Unit is owned by more than one Person, each such Person who so designates a single address in writing to the Secretary shall be entitled to receive all notices hereunder.

Captions

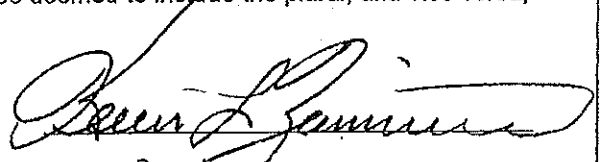
8.02 The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these Bylaws or the intent of any provision thereof.

Gender

8.03 The use of the masculine gender in these Bylaws shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

Date: _____

9/7/99


Secretary