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MIDTOWN SQUARE
A CONDOMINIUM
PUBLIC OFFERING STATEMENT

NAME OF CONDOMINIUM: MIDTOWN SQUARE, A CONDOMINIUM

ADDRESS OF CONDOMINIUM: State College
Centre County, Pennsylvania

NAME AND ADDRESS OF DECLARANT: Midtown Square Associates
112 West Foster Avenue
State College, PA 16801
and
Albert F. Williams and
Jeanne L. Williams

EFFECTIVE DATE OF PUBLIC
OFFERING STATEMENT: May 15, 1987

THIS PUBLIC OFFERING STATEMENT IS BEING PRESENTED BY THE
SELLER IN AN ATTEMPT TO DISCLOSE AND SUMMARIZE INFORMATION
PERTINENT TO CONSIDERATION OF A PURCHASE OF A CONDOMINIUM
UNIT AT MIDTOWN SQUARE. SINCE IT IS AN ABBREVIATED FORMAT,
PROSPECTIVE PURCHASERS SHOULD ALSO REFER TO THE COMPLETE
DOCUMENTS REFERRED TO IN THIS BOOKLET FOR COMPLETE
INFORMATION.

WITHIN FIFTEEN (15) DAYS AFTER RECEIPT OF A PUBLIC OFFERING
STATEMENT A PURCHASER, BEFORE CONVEYANCE, MAY CANCEL ANY
CONTRACT FOR PURCHASE OF A UNIT FROM DECLARANT.

IF DECLARANT FAILS TO PROVIDE A PUBLIC OFFERING STATEMENT TO
A PURCHASER BEFORE CONVEYING A UNIT, THAT PURCHASER MAY
RECOVER FROM DECLARANT DAMAGES AS PROVIDED IN SECTION 3406(c)
OF THE PENNSYLVANIA UNIFORM CONDOMINIUM ACT IN AN AMOUNT

EQUAL TO 5% OF THE SALES PRICE FOR SUCH UNIT UP TO \$2,000.00,
OR IN AN AMOUNT EQUAL TO THE ACTUAL DAMAGES SUFFERED BY THE
PURCHASER, WHICHEVER IS GREATER.

IF A PUBLIC OFFERING STATEMENT IS RECEIVED BY THE PURCHASER
MORE THAN FIFTEEN (15) DAYS BEFORE SIGNING A CONTRACT, HE
CANNOT CANCEL THE CONTRACT.

EVERY PROSPECTIVE PURCHASER SHOULD READ
THIS BOOKLET CAREFULLY

Format of this Booklet

This booklet consists of four separate sections. This first section, entitled "PUBLIC OFFERING STATEMENT", summarizes the significant features of Midtown Square and presents additional information of interest to prospective purchasers. The other three sections include: (1) the proposed Declaration of Midtown Square, (2) the proposed Bylaws of Midtown Square Association and (3) the annual budget (proposed or actual as the case may be) of the Midtown Square Associates. The Declaration and the Bylaws are herein referred to as the "Condominium Documents". If there is any variation between this Public Offering Statement and the Condominium Documents, the Condominium Documents will govern.

No person or sales agent or other representative of Declarants may orally modify the terms and conditions of the Condominium Documents or interpret their legal effect. All capitalized terms which are not defined in this Public Offering Statement have the meanings set forth in the Declaration or in the Bylaws.

The Condominium Concept.

The term "condominium" refers to a form of property ownership which, in effect, combines two older forms of ownership. A Condominium Unit Owner is at the same time both the sole owner of the portion of a building which encloses his/her quarters and one of many mutual owners (in legal terms, "tenants in common") of common facilities which service his/hers and other Units. Each Condominium Unit Owner owns a share, that is, an "undivided interest", in the common facilities which service his/hers and other Units. The ownership of a share of the common facilities gives each Unit Owner the right, subject to the terms of the Pennsylvania Uniform Condominium Act and of the Condominium Documents, to use and participate in the control of the common facilities with other Unit Owners and imposes upon each Unit Owner the obligation to share the expenses of operating and maintaining the common facilities. It is this coupling of the exclusive ownership of a Unit and the shared ownership of the common facilities which distinguishes condominium ownership from other forms of property ownership.

The Declarants

Midtown Square is being built and created by Midtown Square Associates, a Pennsylvania partnership. Declarants are Midtown Square Associates for all Units and common area of the Condominium except for the 112 West Foster Avenue Unit; Declarants are Albert F. Williams and Jeanne L. Williams for the 112 West Foster Avenue Unit. The present address of the Declarants is 112 West Foster Avenue,

State College, PA 16801.

A Brief Description of Midtown Square.

Midtown Square is located in the Borough of State College, Centre County, Pennsylvania, on approximately 28,502 square feet of land at the corner of South Allen Street and West Foster Avenue, approximately two (2) blocks from The Pennsylvania State University.

The building will consist of seven (7) floors as follows:

1) Six (6) three-bedroom, twelve (12) two-bedroom and six (6) one-bedroom Residential Units for a total of twenty-four (24) Residential Units; each Residential floor contains a total of approximately 5,044 square feet per floor; each three-bedroom Residential Unit contains approximately 1,490 square feet; each two-bedroom Residential Unit contains approximately 1,261 square feet; each one-bedroom Residential Unit contains approximately 1,032 square feet.

2) Three (3) floors of Commercial-Office Units in a Commercial-Office tower each floor consisting of approximately 3,427 square feet.

3) One floor of Commercial-Office Units not contained within the above-described towers consisting of approximately 6,950 square feet.

4) Two (2) floors of a Commercial-Office Unit identified as 112 West Foster Avenue consisting of a total of 4,832 square feet.

5) With the exception of the 112 West Foster Avenue Unit, each level will also contain a mechanical and storage area. The 112 West

Foster Avenue Unit is serviced by a mechanical and storage area in the basement thereof. The levels contained within the Residential tower will also be serviced by one (1) interior elevator and two (2) interior stairwells. The levels contained within the office tower will be serviced by one (1) interior elevator and two (2) interior stairwells. The 112 West Foster Avenue Unit will, to a limited extent, be serviced by one interior stairwell.

Each Residential Condominium Unit will contain one, two or three bedrooms, one or more bathrooms, depending on Unit size, a modern kitchen with appliances, dry wall interior, carpet over flooring and central heat and air conditioning. Except for the 112 West Foster Avenue Unit, the Commercial-Office Units will be dry walled, and have acoustic tile ceiling, tile or carpet over flooring, and electric heat and air conditioning. The 112 West Foster Avenue Unit shall retain its existing finished condition.

Declarants' scheduled completion of the building, Units and all amenities is June 1, 1987.

Declarants have reserved the option to subdivide, combine or convert any Units or relocate the boundaries between any Units. The subdivision or conversion of Units by the Declarants may not result in more than twenty (20) additional Units within the Commercial-Office and Residential Units located at and identified as 300-310 South Allen Street, and no more than sixteen (16) additional Units within the Commercial-Office Unit located at and identified as 112 West Foster

Avenue. Declarants anticipate renting or marketing the Condominium Units either individually or in blocks of Units to investors. There are no restrictions on the number of Units which can be owned by any individual.

Declarants have reserved the option to withdraw withdrawable real estate from the Condominium described as 112 West Foster Avenue and all Limited Common Elements pertaining to or belonging to 112 West Foster Avenue. The expected effects of such withdrawal would be as follows:

Total lot square footage of the Condominium would be reduced by approximately 4,832 square feet; total Commercial-Office square footage would be reduced by approximately 9,216 square feet, one storage/mechanical area and one stairwell; Unit owner or owners at 112 West Foster Avenue would not share in any common element expenses upon such withdrawal, therefore all other Unit owners would have a greater percentage ownership of all remaining common element and limited common element Condominium property in proportion to their percentage square footage ownership after such withdrawal.

The Condominium Documents.

The Condominium Documents are part of this booklet. The Declaration is the formal, legal document which creates the Condominium. It establishes and expresses the existence of the Condominium, records the plans showing all Units, defines certain terms, and allocates the Units' Interests in the common facilities

and Common Expenses and the votes at meetings of Unit Owners. In general, the Declaration may be amended only by a vote of 67% or more of the Unit Owners, subject, in certain instances, to the concurrence of the holders of mortgages encumbering the Units.

The Bylaws are the governing documents setting forth the method of management of the Condominium. The Condominium, including common facilities, is to be managed by the Association of Unit Owners through an Executive Board.

The Declaration and the Bylaws are very complex documents. Copies of these documents are attached for review by you and any legal counsel or other advisors you may elect to retain. Some of the significant features of the Declaration and Bylaws are described below, but if there is any conflict between the description contained in the Public Offering Statement and the actual text of the Condominium Documents, the Condominium Documents will control.

Residential Units may be used by the Unit owners only for residential purposes, subject to Declarant's right to use Units which it owns as sales or management offices or models. Units may be leased pursuant to a written lease, but no lease may be for a term of less than twelve (12) months. Unit Owners are required to notify the Executive Board of any sale or lease of Units. No Residential Unit may be divided or subdivided into a smaller Unit nor may any portion of any Residential Unit be added to or incorporated into another Unit without the prior written consent of the Executive Board,

notwithstanding the foregoing, however, the Declarants may, at their option, subdivide any Units owned by them except that Declarants may not create more than twenty (20) additional Units as a result of such subdivision, except as otherwise provided for the Commercial-Office Unit located at 112 West Foster Avenue.

Commercial-Office Units may be used for any lawful commercial and/or office purposes, subject to the restrictions contained in the Declaration, the Bylaws and/or the Rules and Regulations of the Executive Board. All valid laws, zoning ordinances or regulations of all governmental bodies having jurisdiction over the property thereof must be observed. No use or practice may be permitted which would be a source of annoyance to the other Unit Owners or which would interfere with the peaceful possession and proper use by the other Unit Owners.

Under the Declaration, the Executive Board may promulgate Rules and Regulations governing the use of the Condominium. Copies of the Rules and Regulations must be delivered to the Unit Owners. If at the date of delivery of this Public Offering Statement any Rules and Regulations have been enacted they are attached hereto. Such Rules and Regulations may govern among other things the use of facilities in the Property.

Unit Owners may place certain mortgages on their Units. Generally, a mortgage is permitted if it is given by the seller of the Unit or a financial institution. The Executive Board must be given notice of the name and address of each prospective mortgagee

and the amount of the proposed mortgage before the mortgage or the obligation it secures are executed.

Each Unit Owner is solely responsible for the proper care and maintenance of his/her Unit. Maintenance of the common facilities is the responsibility of the Association.

The Association is comprised of all of the Unit Owners. The daily affairs of the Association are to be managed by the Executive Board, which will consist of three (3) persons. All initial members of the Executive Board shall be appointed by Declarants. Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units to Unit owners other than a Declarant, not less than twenty-five percent (25%) of the members of the Executive Board shall be elected by Unit owners other than the Declarants. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Units to Unit owners other than a Declarant, not less than thirty-three and one-third percent ($33 \frac{1}{3}\%$) of the members of the Executive Board shall be elected by Unit owners other than the Declarants. The Declarants shall have the right to appoint any other officers and members of the Executive Board. This right shall terminate no later than one hundred eighty (180) days after seventy-five percent (75%) of the Units have been conveyed by Declarants to others. However, any of the Declarants, individually or jointly, shall also qualify as "Unit Owners other than the Declarants" to the extent they have purchased Units at fair market value from Declarants or have

contributed or paid fair market value to Midtown Square Associates. After the first meeting of the Association, annual meetings of Unit Owners will take place during the same month in each succeeding year. Votes of Unit Owners will be allocated to Unit Owners in the same proportions as there are Percentage Interests (based on square footage ownership) pertaining to their Units. The Declarants will be entitled to vote all votes allocated to the Units which they own.

The Executive Board is required to meet at least two (2) times each year. Its responsibilities include the approval of capital expenditures, the establishment of a budget for each fiscal year and the assessment against each Unit Owner of the portion of the funds necessary to operate under such budget. A majority of all Unit Owners may, however, reject any budget by the Executive Board. Each Unit Owner's assessment shall be in proportion to his/her Percentage Interest with respect to Common Expenses, Limited Residential Expenses and Limited Residential/Commercial-Office Expenses and Limited 112 West Foster Avenue Expenses. Assessments for Common Expenses, Limited Residential Expenses, Limited Commercial-Office Expenses, Limited Residential/Commercial-Office Expenses and Limited 112 West Foster Avenue Expenses are made by the Executive Board and payable by the Unit Owners. If the amount assessed and collected by the Executive Board during any year is not sufficient to cover the actual Common Expenses, Limited Residential Expenses, Limited Commercial-Office Expenses, Limited Residential/Commercial-Office Expenses and Limited 112 West Foster Avenue Expenses the Executive

Board may make additional assessments for the fiscal year. Any assessment or bill which a Unit Owner does not pay, when due, becomes a lien against such Unit Owner's Unit enforceable under the Act and in accordance with the Bylaws, which provide for a late charge of 5% of each overdue assessment as well as interest at the rate of 15% per annum or such other rate as may be determined by the Executive Board. In addition, if the Executive Board wishes to expend or borrow monies or incur expenses or debts in an amount greater than 5% of the aggregate of all budgeted expenses for the fiscal year, such expenditure must have the prior approval of 2/3 of all Unit Owners, at either a regular meeting or a meeting called for such purpose.

The Executive Board elects its own officers and may employ a professional management agent for the Condominium on terms which the Executive Board may determine.

Prior to such time as the Executive Board is elected by the Unit Owners, Declarants will not cause the Association to enter into any management contract, employment contract or lease of recreational or parking areas or facilities or any other contract or lease to which Declarants or an affiliate or Declarants are a party or which cannot be cancelled by the Association without cause upon 90 or fewer days' notice.

Copies of any contracts or lease to be signed by Purchasers at closing are attached hereto.

Association Budget.

If, as of the effective date of this Public Offering Statement, the Association has any balance sheet, the same is attached hereto. If no such balance sheet is attached, it is only because as of such date the Association has no balance sheet, having received no payments and having transacted no business. A Projected Budget for the Association for the twelve month period beginning on the date of the first conveyance to a Purchaser and thereafter is attached hereto as "Exhibit A" and "Exhibit B". Such budget was prepared by Declarants based upon full occupancy of the building throughout such one year period. The Projected Budget includes a reserve for repairs and replacements. The Projected Budget provides no other reserves. The Projected Budget also sets forth the projected monthly expense assessments for each type of Unit. Declarants will pay assessments for each Unit owned by Declarants in proportion to that Unit's share of the Condominium expenses as set forth in the Declaration and the Bylaws. Any expenses paid or provided by the Declarants which may later constitute Common Expenses are identified on the Projected Budget as such. The Projected Budget assumes a factor for inflation at the rate of 5% per annum from the date of this Public Offering Statement.

A reserve fund will be established by a working capital contribution by all Unit purchasers in the amount equal to three (3) months' assessments for each Unit, to be paid at closing.

Liens and Encumbrances.

The Condominium is presently subject to an existing construction mortgage held by United Federal Savings Bank, State College, Pennsylvania (the "Bank"), except for the Unit described as 112 West Foster Avenue which has been released from said mortgage and is subject to an existing mortgage also held by the Bank. The Condominium is subject to an easement for construction and sales activities in favor of Declarants (as set forth in the Declaration) and to easements for utility services as set forth in the Declaration. There are no other liens and encumbrances affecting the Condominium as of the effective date of this Public Offering Statement. Upon the conveyance of a Unit to a purchaser, the Unit will be released from the Bank's construction mortgage.

Declarants shall not offer financing to Purchasers.

Warranties.

No warranty is given with respect to the Units or common facilities or any appliance, apparatus, instrument, component or accessory (each of which is hereinafter called "Equipment"), but Declarants shall use their best efforts to obtain the standard warranty offered from the manufacturers of any Equipment, the benefits of which shall be available to and run directly to purchasers (with respect to Equipment installed on or in the common facilities). The standard warranties of Equipment manufacturers are expressly in lieu of any other warranties, express or implied, with respect to the Units or common facilities and Equipment, including by

way of illustration and not limitation, implied warranties of merchantability and of fitness for a particular purpose. However, warranties are provided for Residential Units only to the extent required by Section 3411(b) of the Uniform Condominium Act.

The Unit located at 112 West Foster Avenue is included in the Condominium in an "as is" condition and all warranties, whatsoever, express or implied, are excluded.

All warranties relating to title to a Unit shall be only as contained in the Deed of conveyance from Seller to Purchaser.

Judgments and Lawsuits.

There are no judgments against the Association and there are no lawsuits pending to which the Association is a party and there are no pending suits material to the Condominium of which the Declarants have any knowledge.

Deposits.

Any deposits made in connection with the purchase of a Unit shall be held in an escrow account in accordance with the provisions of Section 3408 of the Act. Any such deposit shall be returned to the purchaser if he/she cancels an Agreement of Sale pursuant to Section 3406 of the Act.

Restraints on Alienation.

There are no restraints on alienation of any portion of the condominium. As noted above, however, a Unit Owner may not lease or sublease his/her Unit except as provided in the Declaration or give a

mortgage on his/her Unit except as permitted by the Declaration.
Insurance Coverage.

The Act requires that the Executive Board and the Association obtain and maintain insurance coverage for the Condominium as follows:

(1) Hazard insurance against all risks of physical loss commonly insured against. Such insurance shall cover both the Units and common facilities, but not improvements and betterments installed by Unit Owners. SUCH IMPROVEMENTS AND BETTERMENTS ARE NOT COVERED BY THIS INSURANCE AND EACH UNIT OWNER SHOULD MAINTAIN SEPARATE INSURANCE FOR SUCH PROPERTY. The Association's hazard insurance must be in an amount equal to 80% of the actual cash value of the property insured, exclusive of land, excavations, foundations and similar items. All proceeds of this policy will be payable to the Association.

(2) Comprehensive liability insurance insuring Unit Owners (in their capacities as Unit Owners), members of the Executive Board and any management agent against any liability to the public or to the Unit Owner, their tenants or invitees. The initial limits of liability shall be \$1,000,000.00 Combined Single Limit. EACH UNIT OWNER SHOULD MAINTAIN HIS/HER OWN LIABILITY INSURANCE FOR HIS/HER OWN UNIT.

The Association may carry such other policies of insurance it deems appropriate to protect the Association or Unit Owners.

In the event that the building is damaged or destroyed, such damage or destruction shall be repaired by the Association, using the

available proceeds of insurance, unless the Condominium is terminated as provided in the Bylaws and as provided in Section 3312(g) of the Act.

Fees and Charges.

Except for the Unit assessments referred to in the Declaration and the Bylaws, Declarants do not expect to cause or have any other charges imposed upon the Unit Owners for the use of Common Elements and Limited Common Elements or other facilities related to the Condominium.

Reserves.

Reserves for capital expenditures have been provided in the attached Projected Budget of the Association.

Completion of Improvements.

Declarants have completed financial arrangements for completion of all improvements labeled "MUST BE BUILT" pursuant to Section 3414 of the Act (relating to Declarant's obligation to complete and restore).

Unusual Characteristics and Features.

The Condominium may be said to have unusual characteristics and features in that it combines an urbane blend of Residential and Commercial-Office spaces and includes both new construction and a pre-existing two story Commercial-Office building.

Structural Components, Etc.

Except for the Unit at 112 West Foster Avenue and two levels

of the Condominium stairwell adjacent to the 112 West Foster Avenue Unit, all structural components and major utility installations in the Condominium will be new when installed and will have been constructed within fifteen (15) months immediately preceding the date on which Condominium Declaration was filed. The useful life (based solely upon manufacturer's representations and/or reasonable expectations) and estimated cost of replacing such items for each Building (based upon 1987 costs) is as follows:

A) 300-310 South Allen Street:

COMPONENT OR UTILITY INSTALLATION	USEFUL LIFE	REPLACEMENT COST FOR RESIDENTIAL	REPLACEMENT COST FOR COMMERCIAL-OFFICE
		UNIT OWNERS	UNIT OWNERS
Roofing	20 years	\$30,000.00	\$30,000.00
Bearing Walls	150 years	\$300,000.00	\$160,000.00
Plumbing Systems	75 years	\$75,000.00	\$50,000.00
Electricity Systems	75 years	\$75,000.00	\$50,000.00
HVAC	30 years	\$40,000.00	\$55,000.00

B) 112 West Foster Avenue:

COMPONENT OR UTILITY INSTALLATION	USEFUL LIFE	REPLACEMENT COST FOR 112 WEST FOSTER AVENUE UNIT OWNER(S)
Roofing	2 years	\$15,000.00
Bearing Walls	50 years	\$100,000.00
Plumbing Systems	35 years	\$25,000.00
Electricity Systems	25 years	\$40,000.00
HVAC	10 years	\$25,000.00

The present condition is good or excellent of all structural components and major utility installations of the Unit located at 112 West Foster Avenue, which was constructed in 1965, except for the roof, which is scheduled for replacement in 1987.

EXHIBIT A

Midtown Square
Association Budget 1987-1988

RESIDENTIAL UNITS

1.	Building Insurance	\$3,800.00
✓2.	Electricity	4,800.00
✓3.	Refuse	840.00
✓4.	Water/Sewer	3,000.00
✓5.	Elevator ① - 10-4-82	3,000.00
6.	Repairs and Maintenance	1,200.00
✓7.	Snow Removal - Dec. 4	400.00
8.	Replacement Reserve	1,200.00
9.	Security/Entraguard	720.00
10.	Legal/Accounting	400.00
✓11.	Janitorial	7,800.00
✓12.	Management Fee	1,200.00
✓	Phone - Entraguard	
✓	Window Cleaning	
		\$28,360.00/year

ESTIMATES:

6 one (1) bedroom apartments \$967/12 months = \$81/month per Unit
12 two (2) bedroom apartments \$1182/12 months = \$98/month per Unit
6 three (3) bedroom apartments \$1,396/12 months = \$116/month per Unit

EXHIBIT B

Midtown Square
Association Budget 1987-1988

COMMERCIAL/OFFICE UNITS
(EXCEPT 112 WEST FOSTER AVENUE)

✓ 1.	Building Insurance	\$2,500.00
✓ 2.	Electricity	2,400.00
✓ 3.	Refuse	840.00
✓ 4.	Elevator <i>① Deleted</i>	3,000.00
5.	Repairs and Maintenance	600.00
✓ 6.	Snow Removal	400.00
✓ 7.	Replacement Reserve	1,200.00
8.	Legal/Accounting	400.00
✓ 9.	Janitorial	2,400.00
✓ 10.	Management Fee	1,200.00
	<i>Repair & Maint</i>	
		\$14,940.00

A. $\$14,940.00 / \text{approximately } 17,231.00 \text{ sq. ft.} = .867/\text{ft.}$

B. $.867 / 12 \text{ months} = .072/\text{sq. ft./month}$

DECLARATION

MIDTOWN SQUARE

A CONDOMINIUM

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DECLARATION

MIDTOWN SQUARE

A CONDOMINIUM

ARTICLE I

Submission:

Midtown Square Associates, a Pennsylvania general Partnership, and Albert F. Williams and Jeanne L. Williams ("Declarants"), owners in fee simple of certain real estate described in "Exhibit A" attached hereto and made a part hereof, located in the Borough of State College, Centre County, Pennsylvania, hereby submit the real estate together with all easements, rights and appurtenances thereunto belonging and the buildings and improvements erected or to be erected thereon (collectively referred to as the "Property") to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. Section 3101 et seq. (the "Act"), and hereby creates with respect to the Property a condominium, to be known as "Midtown Square" (the "Condominium").

ARTICLE II

Definitions:

2.1 Capitalized terms not otherwise defined herein or in the Plats and Plans shall have the meanings specified or used in the Act.

2.2. Defined terms. The following terms some of which are used or defined in general terms in the Act shall have specific meanings herein as follows;

(a) "Amendment" shall mean that amendment to the Declaration or other condominium documents made in accordance with Article VI hereof.

(b) "Association" means the Unit Owners' Association of the Condominium and shall be know as the "Midtown Square Condominium Association."

(c) "Building" means the seven (7) story structure erected on the Property located on the corner of South Allen Street and West Foster Avenue, State College, Centre County, Pennsylvania as shown on the Plats and Plans, and containing the Units with the addresses 300 - 310 South Allen Street and 112 West Foster Avenue.

(d) "Bylaws" means such governing regulations as are adopted pursuant to the Pennsylvania Uniform Condominium Act for the regulation and management of the Property including such amendments thereof as may be adopted from time to time.

(e) "Commercial-Office Unit" means a Unit as described herein and in the Plats and Plans to be used for commercial and/or office purposes, excepting only those Units located at 112 West Foster Avenue or in the residential tower.

(f) "112 West Foster Avenue Unit" means a Commercial-Office Unit located at 112 West Foster Avenue as described in the Plats and Plans.

(g) "Common Elements" means all portions of the Property other than the Units, the Limited Common Elements, Limited Commercial-Office Elements, Limited Residential Elements, Limited Residential and Commercial-Office Elements, Limited Commercial-Office and 112 West Foster Avenue Elements, and Limited 112 West Foster Avenue Elements and shall include the sidewalks and refuse dumpster.

(h) "Common Expenses" means expenditures made or liabilities incurred by or on behalf of the Association other than individual Unit Expenses, Limited Common Expenses, Limited Commercial-Office Expenses, Limited Residential Expenses, Limited Residential and Commercial-Office Expenses, Limited 112 West Foster Avenue Expenses, and Limited Commercial-Office and 112 West Foster Avenue Expenses, and shall include refuse removal, sidewalk snow removal and maintenance, repair and replacement of Common Elements.

(i) "Common Expense Liability" means the liability for Common Expenses allocated to each Unit in accordance with its

respective Percentage Interest.

(j) "Common Expense Surplus" means the balance, if any of all common charges, income, profits and revenues from the Common Elements and facilities remaining after the deduction of Common Expenses.

(k) "Condominium" means for the purposes of this Declaration, the Building located on the Property wherein an individual Unit Owner in fee simple is entitled to the exclusive ownership and possession of his/her Unit, and being entitled to an exclusive easement for the use of the Limited Common Elements appurtenant to his/her Unit, and with each Unit Owner being entitled to an undivided interest in the Common Elements and facilities of the entire Property included in this Declaration.

(l) "Condominium Documents" means the Declaration of Condominium, the Bylaws, the Declaration Plan, and the rules and regulations promulgated by the Executive Board from time to time, any and all exhibits, schedules and amendments to any of them.

(m) "Declarants" means the Declarants described in Article I above and all successors to any Special Declarant Rights.

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

(o) "Executive Board" means the board of natural

individuals of the number stated in the Bylaws who are residents of the Commonwealth of Pennsylvania and, except for the initial Executive Board, the majority of whom shall be Unit Owners, who shall manage the business, operation and affairs of the Association on behalf of the Unit Owners and in compliance with and subject to the provisions of the Pennsylvania Uniform Condominium Act, and who may take title to real or personal property as agent, nominee or trustee for the Association.

(p) "Limited Commercial-Office Elements" means all Common Elements allocated for the exclusive use of the Commercial-Office Units except for any Commercial-Office Unit(s) located at 112 West Foster Avenue.

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

(r) "Limited Commercial-Office Expense Liability" means the liability for Limited Commercial-Office Expenses allocated to each Commercial-Office Unit in accordance with its respective percentage interest in the Limited Commercial-Office Elements.

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

(t) "Limited Commercial-Office and 112 West Foster Avenue Elements" means all Common Elements allocated for the exclusive use of the Commercial-Office Units and the 112 West Foster Avenue Units.

(u) "Limited Commercial-Office and 112 West Foster Avenue Expenses" means the expenses, charges, and fees associated with the maintenance, repair, and replacement of Limited Commercial-Office and 112 West Foster Avenue Elements.

(v) "Limited Commercial-Office and 112 West Foster Avenue Expense Liability" means the liability for Limited Commercial-Office and 112 West Foster Avenue Expenses allocated to each Commercial-Office Unit and each 112 West Foster Avenue Unit in accordance with its respective percentage interest in the Limited Commercial-Office and 112 West Foster Avenue Elements.

(w) "Limited Commercial-Office and 112 West Foster Avenue Expense Surplus" means the balance, if any, of all Limited Commercial-Office and 112 West Foster Avenue common charges, income, profits and revenues from the Limited Commercial-Office and 112 West Foster Avenue Elements and

facilities remaining after deduction of Limited Commercial-Office and 112 West Foster Avenue Expenses.

(x) "Limited Common Elements" means those portions of the Common Elements allocated for the exclusive use of a Unit or Units pursuant to Section 3209 of the Act or those portions of fixtures lying partially within and partially outside the designated boundaries of a Unit which Serve only that Unit including but not limited to chutes, flues, ducts, wires, conduits, bearing walls, bearing columns pursuant to Section 3202 (a) of the Act.

(y) "Limited Common Expenses" means the expenses, charges and fees associated with the maintenance, repair, replacement and use of Limited Common Elements to be borne by the owner of the Unit which is allocated or served by the Limited Common Element.

(z) "Limited Residential Elements" means all Common Elements allocated for the exclusive use of the Residential Units including, but not limited to, the elevator, roof, stairwells, hallways and all access routes to the Residential Units, and electrical, plumbing and HVAC systems for the residential tower.

(aa) "Limited Residential Expenses" means the expenses, charges and fees associated with the maintenance, repair and replacement of Limited Residential Elements.

(bb) "Limited Residential Expense Liability" means the

liability for Limited Residential Common Expenses allocated to each Residential Unit in accordance with its respective Percentage Interest in the Limited Residential Elements.

(cc) "Limited Residential Expense Surplus" means the balance if any of all limited residential common charges, income, profits and revenues from the Limited Residential Elements and facilities remaining after deduction of Limited Residential Expenses.

(dd) "Limited Residential and Commercial-Office Elements" means all Common Elements allocated for the exclusive use of all Residential and Commercial-Office Units except for those Units located at 112 West Foster Avenue, and shall include but not be limited to the foundations, structural parts, supports, and main walls, all except for 112 West Foster Avenue, roof decks, landscaping, planters, parking decks, and parking areas (except for the six (6) spaces allocated to 112 West Foster Avenue).

(ee) "Limited Residential and Commercial-Office Elements" means the expenses, charges and fees associated with the maintenance, repair and replacement of Limited Residential and Commercial-Office Elements, including the removal of snow and ice from the outdoor parking spaces off of Hole Alley.

(ff) "Limited Residential and Commercial-Office Expense Liability" means the liability for Limited Residential and Commercial-Office Expenses allocated to each Residential and Commercial-Office Unit in accordance with its percentage

interest in the Limited Residential and Commercial-Office Elements.

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

(hh) "Limited 112 West Foster Avenue Elements" means all common elements allocated for the exclusive use of the 112 West Foster Avenue Unit(s).

(ii) "Limited 112 West Foster Avenue Expenses" means the expenses, charges and fees associated with the maintenance, repair and replacement of Limited 112 West Foster Avenue Elements including but not limited to the roof and foundation of 112 West Foster Avenue.

(jj) "Limited 112 West Foster Avenue Expense Liability" means the liability for Limited 112 West Foster Avenue Expenses allocated to each 112 West Foster Avenue Unit in accordance with its respective Percentage Interest.

(kk) "Limited 112 West Foster Avenue Expense Surplus" means the balance if any of all limited 112 West Foster Avenue common charges, income, profits and revenues from the Limited 112 West Foster Avenue Elements and facilities remaining after deduction of Limited 112 West Foster Avenue Expenses.

(ll) "Majority of the Unit Owners" means the Owners of more than 50%, in the aggregate in Percentage Interest, of the undivided ownership of the Common Elements as specified in the Declaration.

(mm) "Percentage Interest" means the undivided ownership interest appurtenant to each Unit in the Common Elements and Limited Commercial-Office Elements, Limited Residential Elements, Limited Residential and Commercial-Office Elements, Limited 112 West Foster Avenue Elements, or Limited Commercial-Office and 112 West Foster Avenue Elements, as set forth in "Exhibit A" attached, and share of all votes of Unit Owners and share of Common Expense Liability and Limited Commercial Expense Liability, Limited Residential Expense Liability, or Limited 112 West Foster Avenue Expense Liability, or Limited Commercial-Office and 112 West Foster Avenue Expense Liability, and respective surpluses.

(nn) "Person" means a natural individual, corporation, partnership, association, trustee or other legal entity.

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

(pp) "Property" means and includes the Land, the Building, all improvements thereon all owned in fee simple, and all easements, rights and appurtenances belonging thereto and as further described in Article I of this Declaration.

(qq) "Resident" means any Unit Owner occupying his/her Unit or any occupant of a Unit under written lease from a Unit Owner.

(rr) "Residential Units" means a Unit as described herein to be used for residential purposes and further described in the Plats and Plans as to be used for Residential purposes.

(ss) "Rules and Regulations" means such Rules and Regulations as are promulgated by the Executive Board from time to time with respect to the use and enjoyment of the Property.

(tt) "Unit" means a part of the Property designated or intended for any type of independent use, which has a direct exit to a public street or way, or to a Common Element or Limited Common Element leading to road or way, or to an easement or right-of-way leading to a public street or way, and includes the proportioned undivided interests in the Common Elements and Limited Common Elements, which is assigned thereto in this Declaration or any amendments hereto or as further defined in the Act. Unit number means the number, letter or combination thereof designating a Unit in the Plats and Plans.

(uu) "Unit Expenses" means the expenses, charges and fees associated with the maintenance, repair, replacement and use of the Unit and shall include but not be limited to electricity, water, heat, air conditioning and telephone as set forth with more particularity at Article XV of the By Laws.

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

(ww) "Withdrawable Real Estate" means that Unit of real estate identified as 112 West Foster Avenue which may at a later date be withdrawn by the Declarants from the Condominium.

ARTICLE III

Allocation of Percentage Interests, Votes and Common Expense Liabilities; Unit Identification and Boundaries; Maintenance Responsibilities

Section 3.1. Percentage Interests. Attached as "Exhibit C" hereto is a list of all units by their identifying numbers and the Percentage Interest appurtenant to each Unit. The Condominium consists of both Residential and Commercial-Office units. The Percentage Interest shall determine the portion of the votes in the Association and the share of Common Expense Liability and respective surpluses appurtenant to each Unit. A Unit's Percentage Interest in the Limited Residential Elements shall determine its share of Limited Residential Expense Liability and Surplus; A Unit's Percentage Interest in the Limited Commercial-Office Elements shall determine its share of Limited Commercial-Office Expense Liability and Surplus; A Unit's Percentage Interest in the Limited Residential and Commercial-Office Elements shall determine its share of Limited Residential and Commercial-Office Expense Liability and surplus; A Unit's Percentage Interest in the Limited 112 West Foster Avenue

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

The Percentage Interest appurtenant to each Unit is determined on the basis of size, by dividing the size of each Unit by the aggregate sizes of all Units. The size of each Unit is the total number of square feet of floor space contained therein determined by reference to the dimensions shown on the Plats and Plans. Only Residential Units shall have a Percentage Interest in the Limited Residential Elements. To determine a Unit's Percentage Interest in the Limited Residential Elements, the size of each Residential Unit shall be divided by the aggregate size of all Residential Units. Only Commercial-Office Units, except for the Unit(s) at 112 West Foster Avenue, shall have a Percentage Interest in the Limited Commercial-Office Elements. To determine a Unit's Percentage Interest in the Limited Commercial-Office Elements, the size of each Commercial-Office Unit shall be divided by the aggregate size of all Commercial-Office Units. Both Residential Units and Commercial-Office Units shall have a Percentage Interest in the Limited Residential and Commercial-Office Elements, except that no 112 West Foster Avenue Unit shall have a Percentage Interest therein. To determine a Unit's Percentage Interest in the Limited Residential and Commercial-Office Elements, the size of each Residential and Commercial-Office Unit

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

Section 3.2. Unit Boundaries. Each Residential and Commercial-Office Unit, except for the 112 West Foster Avenue Unit(s), 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 bottom surface of the ceiling.
- (2) Lower Boundary: The horizontal plane of the top surface of the unfinished floor.

(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, formed by the Unit-side surface of the masonry walls which surround the Unit.

The 112 West Foster Avenue Unit consists of all space described in the Engineer's Description dated November 14, 1986, of the 112 West Foster Avenue Unit which is attached hereto as "Exhibit C".

Section 3.3. Maintenance Responsibilities. Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary descriptions, the Units, Common Elements, Limited Common Elements, Limited Commercial-Office Elements, Limited Residential Elements, Limited Residential and Commercial-Office Elements, Limited 112 West Foster Avenue Elements, and Limited Commercial-Office and 112 West Foster Avenue Elements shall be maintained and repaired by each Unit Owner and by the Association in accordance with the provisions of Sections 3208, 3307, and 3314 of the Act, except as expressly set forth to the contrary herein.

Section 3.4. Relocation of Unit Boundaries; Subdivision and Conversion of Units. Relocation of boundaries between Units and subdivision or conversion of Units will be permitted subject to compliance with the provisions therefor in Sections 3213 and 3215 of the Act, Section 8.1(g) of this Declaration and Sections 7.6 and

Article 13 of the Bylaws and the Rules and Regulations of the Executive Board. However, the owners of the 112 West Foster Avenue Unit(s) may change the appearance of the Limited 112 West Foster Avenue Elements and/or the exterior appearance of their Unit(s) at their sole discretion and without permission of the Association. Subdivision or conversion of Units by the Declarant pursuant to Section 3215(a) of the Act may not result in more than twenty (20) additional Commercial-Office and Residential Units located at and identified as 300-310 South Allen Street and no more than sixteen (16) additional Units within the Commercial-Office Unit located at 112 West Foster Avenue. Declarants expressly reserve the option to convert any or all of the Residential Units to Commercial-Office Units or to subdivide any or all said Residential and Commercial-Office Units into two (2) or more Units, Common Elements, or a combination of Units and Common Elements.

ARTICLE IV

Allocation of Limited Common Elements

Section 4.1. Designation of Limited Common Elements.

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

Commercial-Office Elements

electrical, plumbing, and HVAC systems, except for the residential tower and 112 West Foster Avenue;
all roofs and roof decks except for residential tower and 112

West Foster Avenue;
elevator and lobby of commercial tower;
two stairwells in commercial-office tower;
West Foster Avenue front stairtower;
hallways in commercial-office tower;
mechanical areas on floors of commercial towers.

Residential Elements

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

Residential and Commercial-Office Elements

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

112 West Foster Avenue Elements

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

Commercial-Office and 112 West Foster Avenue Elements

bearing wall of Foster Avenue front stairtower
and foundation thereunder.

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

amendment to this Declaration. Such allocations by Declarant may also be to Units owned by Declarant.

Section 4.2. Designation of Reserved Common Elements. Reserved Common Elements are those parts of the Common Elements, or Limited Residential and Commercial-Office Elements which the Executive Board may designate from time to time for use by less than all of the Unit Owners or by non-owners of any Units for specified periods of time or by only those persons paying fees or satisfying other reasonable conditions for use as may be established by the Executive Board.

ARTICLE V

WITHDRAWABLE REAL ESTATE

Declarants Albert F. Williams and Jeanne L. Williams reserve the right and option to withdraw from the Condominium the real estate described in "Exhibit D" attached hereto under the requirements, rules and procedures of Section 3212 of the Act.

This right and option shall lapse seven (7) years after the date of recording this Declaration, or at any sooner time if any portion of the withdrawable real estate is owned by persons other than Declarants Albert F. Williams and Jeanne L. Williams or the survivor. There are no other limitations on this option other than those limitations created by or imposed pursuant to law. Upon such withdrawal, Common Element Interest, relative voting strength in the

Association and share of Common Expense Liability for all remaining Condominium Unit Owners will be reallocated among the remaining owners in proportion to the Percentage Interests then appurtenant to each Unit. The Percentage Interest appurtenant to each Unit is determined on the basis of size, by dividing the size of each Unit by aggregate sizes of all Units. The size of each Unit is the total number of square feet of floor space contained therein determined by reference to the dimensions shown on the Plats and Plans. The bearing wall between 112 West Foster Avenue and the remaining Commercial-Office Units will become a party wall. The Condominium's interest in the party wall will be as a Limited Commercial-Office Element. Any other shared Limited Commercial-Office and 112 West Foster Avenue Elements will become Limited Commercial-Office Elements.

ARTICLE VI

Easements

Section 6.1. Declarants' Use for Sales and Commercial Purposes. Declarants shall have the right to maintain models, management offices and sales offices on the Property and to relocate such models, management offices and sales offices from time to time within the property. Declarants shall have the right to retain and maintain Commercial-Office space on the first level of the entire building, the second, third and fourth levels of the Commercial-Office tower and all levels of the 112 West Foster Avenue Unit(s).

Section 6.2. Utility Easements. The Units and Common Elements shall be, and are hereby, made subject to easements in favor of the Declarants, 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. The easements created in this Section 6.2. shall include, without limitation, rights of Declarants, 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, Common Elements, Limited Common Elements, Limited Commercial Elements, Limited Residential Elements, Limited Residential and Commercial-Office Elements, Limited 112 West Foster Avenue Elements, and Limited Commercial-Office and 112 West Foster Avenue Elements. Notwithstanding the foregoing provisions of this Section 6.2., unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement(s) through a Unit shall be located within substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarants, or so as not to materially interfere with the use or occupancy of the Unit by its occupants. The Condominium is also subject to the following recorded easements appearing in the chain of

title: Right of way, Bell Telephone Co., Centre County Ms. R p.
576.

ARTICLE VII

Amendment of Declaration

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.

ARTICLE VIII

Use, Purposes and Restrictions

Section 8.1. The uses of the Property and the purposes for which the Building and each of the Units therein and Common Elements, Limited Common Elements, Limited Commercial Elements, Limited Residential Elements, Limited Residential and Commercial-Office Elements, Limited 112 West Foster Avenue Elements, and Limited Commercial-Office and 112 West Foster Avenue Elements are intended shall be in accordance with the following provisions:

- (a) No Residential Unit shall be used for any purpose other than as a residence for the use of one (1) family. No family shall consist of any persons under the age of twenty-three (23) years and not full-time employed except

natural or adoptive children fifteen (15) years or older, and no more than two (2) members of the family may be unrelated by blood, marriage or adoption. No business, trade, occupation or profession of any kind be it commercial, religious, educational or otherwise may be conducted, maintained or permitted in Residential Units, except as noted above and except for home occupations permitted by State College Borough ordinance for areas zoned residential. No animals or pets shall be raised bred or kept in any Residential Unit or elsewhere on the property. Declarants expressly reserve the option to convert any and all of the Residential Units to Commercial-Office Units.

(b) Commercial-Office Units may be used for any lawful commercial or business purpose, subject to the restrictions contained in this Declaration, the By Laws and the rules and regulations of the Executive Board. No use or practice shall be permitted which is a source of annoyance to the other Unit Owners or which interferes with the peaceful possession and proper use by the other Unit Owners. All valid laws, zoning ordinances or regulations of all governmental bodies having jurisdiction over the Property thereof must be observed.

(c) Declarant's Rights. The Declarant shall have the irrevocable right to use its Units for sales or administrative purposes, until it has conveyed title to the last Unit. This right shall not be subject to amendment or modification by the

Unit Owners.

(d) Storage and Insurance Rates. Without the prior written consent of the Executive Board, nothing shall be done or kept in any Unit or elsewhere on the Property which will increase the rate of insurance of the Building or the contents thereof beyond the normal rates applicable for its use. No Unit Owner shall permit anything to be done or kept in his Unit or elsewhere on the Property which would result in the cancellation of insurance on any portion of the Building or the contents thereof, or which will be in violation of any law. No refuse shall be permitted in the Common Elements, Limited Common Elements, Limited Commercial Elements or Limited Residential Elements, Limited Residential and Commercial-Office Elements, or Limited Commercial-Office and 112 West Foster Avenue Elements. There shall be no obstruction of the Common Elements, Limited Common Elements, Limited Commercial Elements, Limited Residential Elements, Limited Residential and Commercial-Office Elements, or Limited Commercial-Office and 112 West Foster Avenue Elements, nor shall anything be stored in those areas without the prior written consent of the Executive Board except as herein expressly provided. This Paragraph does not apply to the 112 West Foster Avenue Unit(s), or to the 112 West Foster Avenue Limited Common Elements.

(e) Displays, Hanging Objects. Except for the owner of the 112 West Foster Avenue Unit(s), Unit Owners shall not cause

or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of any of the Buildings and no sign, awning, canopies, shutters, or radio or television antennas shall be fixed or placed upon the exterior walls or roofs or any part thereof without the prior written consent of the Executive Board. Provided, however, until such time as it has conveyed title to the last Unit, the Declarants shall have the irrevocable right to display signs pertaining to the sale of the Units within or on the outside of the Buildings, and this right shall not be subject to amendment or modification by the Unit Owners.

(f) Offensive Activities. No noxious or offensive activity shall be carried on in any Unit or elsewhere on the Property nor shall anything be done therein either willfully or negligently which may or become an annoyance or nuisance to the other Unit Owners or Residents.

(g) Structural Integrity; Combination of Units. Nothing shall be done to any Unit or on or in the Common Elements which will impair the structural integrity of the Building or which will structurally change the Building. No Unit may be divided or subdivided into a smaller Unit nor may any portion of any Unit be added to or incorporated into another Unit without the written consent of the Executive Board, except for the rights otherwise retained by the Declarants and the owner(s) of the 112 West Foster Avenue Unit(s) as provided in Section 3.4. above.

Additionally all requirements set forth in Sections 3213 and 3215 of the Act and in Section 7.6. and Article 13 of the Bylaws and the Rules and Regulations of the Executive Board must be satisfied, except as otherwise provided in Section 3.4. above.

1. Subject to the foregoing, two or more Units may be combined either vertically or horizontally and doors, windows, stairways, or other openings established between such Units with the written consent of the Executive Board subject to the following:

The percentage of undivided interests appertaining to any such combined Units shall be the sum of the percentages of the individual Units so combined;

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

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

Provided the conditions of this Article VIII are satisfied, the required amendments to this Declaration and to the Declaration Plat and Plans will be made.

2. Interior partitions or walls may be moved in accordance with this Declaration or openings may be made thereto at the sole risk and expense of the Unit Owner and subject to this Declaration and the By-Laws and approval of the Executive Board.

(h) Exposure of objects. No clothes, sheets, blankets, articles of any kind or any other articles may be hung or exposed in or an any part of the Common Elements, Limited Common Elements, or Limited Residential Elements.

(i) Parking Areas. Except for motor vehicles of the type normally used for personal daily transportation, no vehicles or other property including, but not limited to, motor homes, all-terrain vehicles, trailers, boats, dump trucks or heavy commercial vehicles may be parked or stored in parking areas. Each Residential Unit Owner regardless of Unit size shall be assigned one (1) reserved parking space for his/her exclusive use. Commercial-Office Unit Owners shall be assigned reserved parking spaces by the Declarants at the time of closing based upon, among other things, their Percentage Interests.

(j) Powers of the Executive Board. The Executive Board shall have the power to make such rules and regulations as may be necessary to carry out the intent of these restrictions, and shall have the right to bring suit to enforce the provisions of the Declaration, the Bylaws and the rules and regulations promulgated by the Executive Board. The Executive Board shall further have the right to levy fines for violations of the provisions of this Declaration, the Bylaws and the rules and regulations promulgated by the Executive Board; any Unit owner determined to be in violation of this Declaration, the Bylaws and rules and regulations promulgated by the Executive Board,

shall pay all attorney's fees and costs incurred by the Executive Board in the enforcement of the same against the Unit Owner and any fine levied by the Executive Board, provided that the fine for a single violation may not, under any circumstances, exceed \$10.00. For each day a violation continues after notice it shall be considered a separate violation. Any fine so levied is to be considered as a Common Expense to be levied against a particular Unit Owner involved, and collection may be enforced by the Executive Board in the same manner as the Executive Board is entitled to enforce collections of Common Expenses. No rules and regulations, however, may be made by the Unit Owners Association or the Executive Board thereof concerning the use or appearance of the 112 West Foster Avenue Unit(s).

(k) Use of Common Elements. The Common Elements, Limited Residential Elements, Limited Commercial-Office Elements, Limited Residential and Commercial-Office Elements, and Limited Commercial-Office and 112 West Foster Avenue Elements shall be used only for the furnishing of the services or facilities for which they are reasonably suited and which are incidents of the use and occupancy of the Units.

(l) Reserve Funds. The Executive Board shall have the power to create contingency reserve funds which funds shall be used for the benefit of Unit Owners, and to assess the Unit Owners for contributions to the contingency reserve funds in

accordance with their percentage of ownership of the Limited Elements.

ARTICLE IX

Leasing

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

(a) No Unit may be leased for transient or hotel purposes or for a term of less than twelve (12) months;

(b) No Unit may be leased without first obtaining the approval of the Executive Board;

(c) No Unit may be leased without a written lease;

(d) No Unit may be leased without a copy of such lease furnished to the Executive Board within ten (10) days after the execution thereof and be subject to said approval of the Executive Board.

(e) No animals or pets will be permitted to be raised, bred or kept by any lessee in any Residential Unit or elsewhere on the property.

(f) Residential Units shall be occupied by no more than two (2) principal residents none of whom shall be under the age of twenty-three (23) years and not full-time employed, except natural or adoptive children fifteen (15) years or older; and the rights of any lessee of the Unit shall be subject to, and

each such lessee shall be bound by the covenants, conditions and restrictions set forth in the Declaration, Bylaws and rules and regulations, and any default thereunder shall constitute a default under the lease; provided, however, that the foregoing shall not impose any direct liability on any lessee of a Unit to pay any Common Expense assessments on behalf of the Owner of that Unit. There shall be no restrictions whatsoever on the leasing of the 112 West Foster Avenue Unit(s).

ARTICLE X

Budgets; Common Expenses; Assessments and Enforcement

Section 10.1. Monthly Payments. All Common Expense and Limited Common Expense assessments made in order to meet the requirements of the Association's annual budget shall be deemed to be adopted and assessed against Unit Owners on a monthly basis (rather than on an annual basis payable in monthly installments) and shall be due and payable in advance, on the first day of each month or as otherwise determined by the Executive Board.

Section 10.2. Subordination of Certain Charges. 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 the Permitted Mortgage on a Unit.

ARTICLE XI

Rights of Permitted Mortgagees

Section 11.1. Reports and Notices. 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 assessment, 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) Notices 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 right of which would cost in excess of \$1,000.00) or any part of the Common Elements (the repair of which would cost in excess of \$10,000.00);

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

(g) Notice of any default by the Owner of the Unit which

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

Section 11.2. 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.

Section 11.3. Failure to comply with the requirements set forth herein or in the By Laws or rules and regulations shall in no way invalidate otherwise proper actions of the Association and the Executive Board.

ARTICLE XII

Declarant's Rights

Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units to Unit Owners other than the Declarants, not less than twenty-five percent (25%) of the members of the Executive Board shall be elected by Unit Owners other than the Declarants. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Units to Unit Owners other than the Declarants, not less than thirty-three and one-third percent (33 1/3%) of the members of the Executive Board shall be elected by Unit Owners other than the

Declarants. However, any of the Declarants, individually or jointly, shall also qualify as "Unit Owners other than the Declarants" to the extent they have purchased Units at fair market value from Declarants or have contributed or paid fair market value to Midtown Square Associates. The Declarants shall have the right to appoint any other officers and members of the Executive Board. This right shall terminate no later than one hundred eighty (180) days after conveyance of seventy-five percent (75%) of the units to unit owners other than the Declarants.

ARTICLE XIII

Limitation of Liability

Section 13.1. Limited Liability of the Executive Board. 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 judgment, 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 caused by theft or damage to personal property left by such Unit Owner or his tenants, employees, agents, customers or guests in a Unit, or in or on the Common Elements or elsewhere on the Property, except for the Executive Board members' own willful misconduct or gross negligence;

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

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

Section 13.2. Indemnification. Each member of the Executive Board, in his capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he is an Executive Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged guilty of willful misconduct or gross negligence in the performance of his 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 if he is then an Executive Board member) approves such settlement and reimbursement as being in the best interests 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 conduct was unlawful.

The indemnification by the Unit Owners set forth in this Section 13.3. shall be paid the Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such 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.

Section 13.3. Defense of Claims. 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.

IN WITNESS WHEREOF, the said Midtown Square Associates
and Albert F. Williams and Jeanne L. Williams have caused their names
to be signed to these presents on this 12 day of May,
1987.

MIDTOWN SQUARE ASSOCIATES
A Pennsylvania Partnership

Donald E. Coyne (SEAL)
Donald E. Coyne, General Partner

Albert F. Williams (SEAL)
Albert F. Williams, General Partner

Jeanne L. Williams (SEAL)
Jeanne L. Williams, General Partner

Albert F. Williams (SEAL)
Albert F. Williams

Jeanne L. Williams (SEAL)
Jeanne L. Williams

"EXHIBIT A"

ALL that certain message, tenement and tract of land situate, lying and being in the Borough of State College, County of Centre and State of Pennsylvania, more accurately bounded and described as follows:

BEGINNING at the southwesterly corner of the intersection of Foster Avenue and S. Allen Street; thence South 44 56' East 151.40 feet to Lot No. 4 of Highland Park Addition to the Borough of State College, said plan of lots being recorded in the Recorder's Office for Centre County, Pennsylvania in Deed Book 100 at page 238; thence along Lot No. 4 South 45 04' West 119 feet and along an alley South 50 15' West 68.86 feet to premises now or formerly of William Smith; thence North 34 23' West 176.01 feet to an iron pin and West Foster Avenue; thence along W. Foster North 55 37' East 157.8 feet to the intersection of W. Foster Avenue and S. Allen Street, the place of beginning.

BEING Lot No. 6, Block D, Lot No. 10, Block D, and Lot No. 5, Block D, in the plot or plan of Highland Park Addition to the Borough of State College, Lots No. 6, 10, and 5 of Block D were replotted into one lot and surveyed for Albert F. Williams by William C. Arble and Association, said plan being recorded in Plat Book 34 at page 49.

BEING the same premises which Albert F. Williams and Jeanne L. Williams by their deed dated October 24, 1985, and

recorded in Centre County Deed Book 436, Page 1046, granted and conveyed unto Albert F. Williams and Jeanne L. Williams. Lot No. 6 in Block D was conveyed from Margaret H. Jackson, widow to Charles E. Woodring and Albert F. Williams by her deed dated January 11, 1963, and recorded in Centre County Deed Book 265 at page 175. Lot No. 10 in Block D was conveyed from James H. Fulton, Jr. et al to Albert F. Williams and Charles E. Woodring by their deed dated July 11, 1964, and recorded in Centre County Deed Book 271 at page 231. Lot No. 5 in Block D was conveyed from Randall T. Graham, Executor et al to Albert F. Williams and Jeanne L. Williams and Charles E. Woodring and Helen F. Woodring by their deed dated July 12, 1966, and recorded in Centre County Deed Book 287 at page 425. Helen Woodring Gottlieb, Executrix of the Estate of Charles E. Woodring, and Helen Woodring Gottlieb, individually, and Arthur Gottlieb, her husband, by their deed dated October 25, 1972, and recorded in Centre County Deed Book 334 at page 1065 granted and conveyed unto Albert F. Williams and Jeanne L. Williams all of the right, title, interest of Charles E. Woodring and Helen F. Woodring in and to the premises. Midtown Square Associates held an equitable interest in a portion of the premises under an unrecorded Agreement with Albert F. Williams and Jeanne L. Williams.

"EXHIBIT B"

PLATS AND PLANS

TO BE ATTACHED

"EXHIBIT C"

MIDTOWN SQUARE

Percentage Interests

A. Residential Units

<u>Unit No.</u>	<u>No. of Bedrooms</u>	<u>%</u>
201	~~2~~ 3	~~4.17~~ 4.93
202	2	4.17
203	~~2~~ 1	~~4.17~~ 3.41
204	2	4.17
301	2	4.17
302	3	4.93
303	2	4.17
304	1	3.41
401	3	4.93
402	3	4.93
403	1	3.41
404	1	3.41
501	2	4.17
502	1	3.41
503	2	4.17
504	3	4.93
601	2	4.17
602	2	4.17
603	2	4.17
604	2	4.17
701	1	3.41
702	2	4.17
703	3	4.93
704	2	4.17
	TOTAL	100%

MIDTOWN SQUARE

D. Commercial-Office Units - Common Percentage Interests

<u>Unit No.</u>	<u>Common Expense Liability & Surplus</u>	<u>For Voting Purposes</u>
	\$	\$
Comm.-Off. Suite 101	9.19	8.35
~~Comm.-Off. Suite 102~~	~~5.56~~	~~5.96~~
Comm.-Off. Suite 201	4.68	4.26
Comm.-Off. Suite 202	2.43	2.21
Comm.-Off. Suite 300	7.11	6.46
Comm.-Off. Suite 401	4.27	3.88
Comm.-Off. Suite 402	2.85	2.55

JB
SEE
NEXT
PAGE (C)
102 BECAP.
104 & 105

C. 112 West Foster Avenue Percentage Interests

<u>Unit No.</u>	<u>Common Expense Liability & Surplus</u>	<u>Voting Purposes</u>
	\$	\$
All property identified in "Exhibit D"	0.00	9.18
TOTAL	99.95%	100.01%

No part by Condo.

104 8.42 ~~5.96~~ 2.84
105 9.27 ~~3.17~~ 3.12

Total 100.03

"EXHIBIT D"

ALL THAT CERTAIN PIECE OF LAND situated in the Borough of State College, Centre County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin, said iron pin being on the southern right-of-way line of West Foster Avenue (a 50 foot right-of-way) and being S 55 37' 00" W, 157.87 feet from an iron pin at the intersection of the southern right-of-way line of West Foster Avenue and with the western right-of-way line of South Allen Street (a 50 foot right-of-way); Thence from the point of beginning along land of the State College Area School District, and approximately parrallel to the face of an existing block building, S 34 26' 27" E, 116.42 feet to a point; Thence through lands now or formerly of Albert F. & Jeanne L. Williams and along the exterior wall line of the existing block building, N 55 42' 14" E, 33.87 feet to a point at the approximate corner of wooden steps; Thence continuing through same and along said wooden steps N 34 17' 46" W, 8.00 feet to a point on the exterior wall line of said block building; Thence continuing through lands of same and along the exterior wall line of said block building, N 55 42' 14" E, 8.19 feet to a point; Thence continuing through land of same and along the exterior wall line of said block building, and through a newly constructed block stairwell, N 34 28' 28" W, 108.49 feet to a point on the southern right-of-way line of West Foster Avenue; Thence along the southern right-of-way line of West

Foster Avenue S 55 37' 00" E, 42.02 feet to an iron pin, the place of beginning.

CONTAINING 4832 sq. ft.

BEING part of the lands now or formerly of Albert F. and Jeanne L. Williams recorded in the Records Office, Centre County, Pennsylvania in Deed Book 436, Page 1046. Having erected there on a two story block building.

COMMONWEALTH OF PENNSYLVANIA

:

: SS

COUNTY OF CENTRE

:

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

Given under my hand and notorial seal this 12
day of May, 1987.

Nancy E. Jerko
Notary Public

NANCY E. JERKO, NOTARY PUBLIC
STATE COLLEGE BORO, CENTRE COUNTY
MY COMMISSION EXPIRES FEB. 6, 1989
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA

:
: SS
:

COUNTY OF CENTRE

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

Given under my hand and notarial seal this
12 day of May, 1987.

Nancy E. Jerko
Notary Public

NANCY E. JERKO, NOTARY PUBLIC
STATE COLLEGE BORO, CENTRE COUNTY
MY COMMISSION EXPIRES FEB. 6, 1989
Member, Pennsylvania Association of Notaries

BYLAWS
OF
MIDTOWN SQUARE
A CONDOMINIUM

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BYLAWS
OF
MIDTOWN SQUARE, A CONDOMINIUM

ARTICLE I

Introductory Provisions

1.1. Applicability. These Bylaws provide for the governance of the Association pursuant to the requirements of Section 3306 of the Uniform Condominium Act (the Act) with respect to the Condominium created by the recording of the Declaration in and among land records of the office of Recorder of Deeds of Centre County in Deed Book Vol. _____ at Page _____, and as the same may be amended from time to time.

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

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

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

ARTICLE II

Executive Board

2.1. Number and Qualifications. The affairs of Midtown Square Condominium Association (hereinafter "Association") shall be governed by an Executive Board. The initial Executive Board shall consist of three (3) persons who shall be designated by the Declarants. The initial Executive Board members shall be Albert F. Williams, President, Jeanne L. Williams, Secretary and Donald E. Coyne, Treasurer, who shall serve no longer than one hundred eighty (180) days after seventy-five (75%) percent of the Units have been sold by the Declarants of the Condominium and shall have been paid for and the title closed. Not later than sixty (60) days after conveyance of twenty-five (25%) percent of the Units to Unit Owners other than the Declarants, not less than twenty-five (25%) percent of the members of the Executive Board shall be elected by Unit Owners other than the Declarants. Not later than sixty (60) days after conveyance of fifty (50%) percent of the Units to Unit Owners other than the Declarants, not less than thirty-three and one-third ($33 \frac{1}{3}\%$) percent of the members of the Executive Board shall be elected by Unit Owners other than the Declarants. However, any of the Declarants, individually or jointly, shall also qualify as "Unit Owners other than the Declarants" to the extent they have purchased Units at fair market value from Declarants or have contributed or paid fair market value to Midtown Square Associates. After the period

of Declarant control has terminated, the Executive Board shall be composed of three (3) persons, all of whom shall be Unit Owners and at least one (1) of whom shall reside in his/her Residential Unit in the Condominium at the time of election. Any officer of a corporate Unit Owner shall be eligible to serve on the Executive Board. All of the Members of the Executive Board except the Initial Executive Board shall be elected by the Association.

2.2. Powers and Duties. The Executive Board shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts or things except as otherwise reserved for the 112 West Foster Avenue Owner(s) in the Declaration or which by the Declaration or by these By-Laws may not be delegated to the Executive Board by the Association. Such powers and duties of the Executive Board shall include but shall not be limited to the following:

(a) Operation, care, upkeep and maintenance of the Common Elements, Limited Commercial-Office Elements, Limited Residential Elements, Limited Residential and Commercial-Office Elements, Limited 112 West Foster Avenue Elements and Limited Commercial-Office and 112 West Foster Avenue Elements;

(b) Determination of the Common Expenses, Limited Commercial-Office Expenses, Limited Residential Expenses, Limited Residential and Commercial-Office Expenses, Limited 112 West Foster Avenue Expenses and Limited Commercial-Office and 112 West Foster Avenue Expenses required for the affairs of the Condominium,

including, without limitation, the operation and maintenance of the Property. The Executive Board shall have the right to make a final determination of any claim or dispute by a Unit Owner rather than the Common Elements, and such determination shall be final, conclusive and binding.

(c) Collection of Common Expenses, Limited Commercial-Office Expenses, Limited Residential Expenses, Limited Residential and Commercial-Office Expenses, Limited 112 West Foster Avenue Expenses, and Limited Commercial-Office and 112 West Foster Avenue Expenses from the Unit Owners, including, without limitation, an amount for working capital of the Condominium and for a contingency reserve fund from Unit Owners, and to make up any deficit in such Funds for any prior year. The Executive Board may designate an agent for the purpose of collecting such expenses and for the purpose of making disbursements therefrom on behalf of the Executive Board.

(d) Employment and dismissal of the personnel necessary for the maintenance and operation of the Common Elements, Limited Commercial-Office Elements, Limited Residential Elements, Limited Residential and Commercial-Office Elements, Limited 112 West Foster Avenue Elements and Limited Commercial-Office and 112 West Foster Avenue Elements.

(e) Except as provided in the Declaration, adoption and amendment of rules and regulations covering the details of the operation and use of Property including, without limitation, minimum standards for floor covering and/or standards governing

interior window coverings.

(f) Except as provided in the Declaration, making of repairs, additions, and improvements to or alterations of the Property and repairs to and restoration of the Property, in accordance with other provisions of these Bylaws after damage or destruction by fire or other casualty or as a result of eminent domain proceedings.

(g) The Executive Board shall have the power to enforce obligations of the Association, to allocate expenses and surpluses, and to do anything and everything else necessary and proper for the sound management of the Condominium, including the right to levy fines, bring lawsuits to enforce the provisions of the Declaration, the Bylaws, and the rules and regulations promulgated by the Executive Board. Any Unit Owner determined to be in violation of the Declaration, the Bylaws or the rules and regulations promulgated by the Executive Board, shall pay all attorney's fees and costs incurred by the Executive Board in the enforcement of the same against the Unit Owners and any fine levied by the Executive Board, provided that the fine for a single violation may not, under any circumstances, exceed \$10.00. For each day a violation continues after notice it shall be considered a separate violation. Any fine so levied is to be considered as a Limited Common Expense to be levied against the particular Unit Owner involved, and collection may be enforced by the Executive Board in the same manner as the Executive Board is entitled to enforce collection of

Common Expenses.

(h) The Executive Board may employ a managing agent and/or manager for the Condominium at a compensation to be established by the Executive Board, to perform such duties and services as the Executive Board shall authorize, including but not limited to the duties granted to the Executive Board as set forth above. The Executive Board may delegate to the manager or managing agent such powers as may be necessary to carry out the functions of the Executive Board.

(i) The Executive Board shall have the right to establish rules and regulations governing the use of all parking and landscaped storage areas, except for those as otherwise reserved in the Declaration and for the 112 West Foster Avenue Unit.

2.3. Election and Term of Office. The election of the Executive Board and the terms of office of the Executive Board Members shall be in accordance with the procedures set forth in Section 2.1. above.

The first meeting of the Executive Board in which three members other than Declarants (in their capacities as Declarants) shall serve shall be considered the first annual meeting of the Association.

(a) When the term of the appointed Executive Board members has passed in accordance with the provisions of Article II, Section 2.1. of these Bylaws, three (3) members of the Executive Board shall be elected by the Unit Owners. All members shall

be elected for one-year terms. The appointed members of the Executive Board shall hold office until their respective successors have been elected by the Unit Owners. Cumulative voting shall be utilized in all such election.

(b) At any vote for membership on the Executive Board, each Unit Owner, including the Declarants, shall vote for each position to be filled in accordance with the provisions of Article III of these Bylaws. At any meeting for election of membership to the Executive Board, any eligible person may be nominated. If more than twice the number of candidates to be elected at such meeting are nominated, then and in such event there shall be two ballots. At the end of the first ballot, the field of nominees shall be reduced so that there are no more than twice as many candidates running as there are positions to be filled, with those candidates receiving the fewest number of votes being eliminated. A second ballot shall be held, and the candidates receiving the greatest number of votes shall serve on the Executive Board.

2.4. Removal of Members of the Executive Board. At any duly held regular or special meeting of the Association, any one or more Members of the Executive Board may be removed with or without cause by a Majority of the total votes of all Unit Owners in the Association, and a successor may then or thereafter be elected to fill the vacancy thus created. Any member of the Executive Board whose removal has been proposed by the Unit Owners shall be given an opportunity to be heard at the meeting. This provision shall not

apply to Executive Board members appointed by the Declarants under Article II, Sections 2.1. and 2.3. herein and Section 12.1. of the Declaration.

2.5. Temporary vacancies. Temporary vacancies on the Executive Board caused by any reason shall be filled by a majority of the votes of the two (2) remaining members of the Executive Board at a special meeting of the Executive Board held for that purpose promptly after the occurrence of any such vacancy. The person so elected shall be a member of the Executive Board for the remainder of the term of the member whose vacancy he/she is filling or until his/her successor shall be elected.

2.6. Meeting of the Executive Board. The first meeting of the Executive Board following the first annual meeting of the Association shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Association at their annual meeting and no notice shall be necessary. Thereafter, regular meetings of the Executive Board may be held at such times and places as shall be determined from time to time by a majority of the members of the Executive Board, but at least two (2) meetings shall be held each year. Notice of all meetings of the Executive Board shall be given to each member of the Executive Board and each Unit owner by mail or delivery to the Unit or other address submitted by the Owner at least ten (10) days prior to the day of the meeting. Special meetings of the Executive Board may be called by the President on five (5) calendar days notice to each member of the

Executive Board given by mail or delivery to the Unit or other address submitted by the Owner, which notice shall state the time, place and purpose of the meeting. Special meetings of the Executive Board shall be called by the President or the Secretary in like manner and on like notice on the written request of at least one member of the Executive Board. Any member of the executive Board may, at any time, waive notice of any meeting of the Executive Board in writing and such waiver shall be deemed equivalent to the giving of notice. No waiver of such notice is necessary as to Unit Owners. Actual attendance by a member of the Executive Board at any meeting of the Executive Board shall constitute a waiver of notice of the time and place thereof.

2.7. Quorum of the Executive Board. At meetings of the Executive Board, all members must be present to constitute a quorum for the transaction of business. A majority vote of the members of the executive Board is necessary in order to constitute valid action. If, at any meeting of the Executive Board there shall be less than a quorum present, they shall adjourn the meeting to a new date. At any such reconvened meeting at which a quorum is present, any business which may have been transacted at the adjourned meeting may be transacted without further notice.

2.8. Election, Duties of Officers. Officers of the Executive Board shall be elected and shall have duties in accordance with the following:

- (a) At each annual organizational meeting of the

Executive Board, the Executive Board shall elect a President, a Secretary and a Treasurer of the Association. The Secretary need not be a member of the Executive Board. All officers and members of the Executive Board, having the responsibility for handling funds of the Association, are to be bonded, at the expense of the Association, in such amounts as may be required by the Executive Board.

(b) The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and the Executive Board, and shall have general powers and duties which are incident to the office of the president of a non-stock corporation, including, but not limited to, the power to appoint such committees from among the Unit Owners from time to time as he may in his discretion determine are appropriate to assist in the affairs of the Association.

(c) The Secretary shall keep the minutes of all meetings of the Association and the Executive Board, and shall have charge of such books and records as the Executive Board may direct. The Secretary shall, in general, perform all of the duties incident to the office of a secretary of a non-stock corporation.

(d) The Treasurer shall have the responsibility for the Association funds and securities and shall be responsible for the keeping of full and accurate records and books of account.

(e) All agreements, contracts, leases, deeds, checks and other instruments of the Association shall be executed by any two

officers or by such other person or persons as may be designated by the Executive Board.

(f) Upon the affirmative vote of a majority of votes of the members of the Executive Board, any officer may be removed either with or without cause, and his successor may be elected at any regular meeting of the Executive Board or at any special meeting of the Executive Board called for such purposes.

(g) Upon death or resignation of an officer, his successor may be elected at any regular meeting of the Executive Board or at any special meeting of the Executive Board called for such purpose.

2.9. Compensation of Executive Board Members and Officers.

The President shall not receive any compensation for his services, except reimbursement for out-of-pocket expenses, but he may be compensated for services rendered in any other capacity. The Secretary and Treasurer may be reimbursed for out-of-pocket expenses and also may be compensated for their services if the Executive Board determines that such compensation is appropriate. With the exception of the foregoing, no Member of the Executive Board shall receive compensation for serving on the Executive Board.

ARTICLE III

Association

3.1. Composition. The Association is hereby organized on the date hereof as an unincorporated association. The Association shall consist of all of the Unit Owners acting as a group in accordance with the Uniform Condominium 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 Uniform Condominium Act, the Declaration and these Bylaws. The foregoing responsibilities shall be performed by the Executive Board as more particularly set forth in these Bylaws.

3.2. Annual Meetings. After the first meeting is held in accordance with Article II, Section 2.3., succeeding annual meetings of the Association shall be held during the same month in each succeeding year. Meetings of the Association must be held at least once each year.

3.3. Place Of Meeting. The meetings of the Association shall be held at the principal office of the Association or at such other suitable place as may be designated by the Executive Board.

3.4. Special Meetings. It shall be the duty of the President to call a special meeting of the Association, if so directed by a

resolution of the Executive Board or upon a petition signed and presented to the Secretary by Unit Owners owning not less than $33\frac{1}{3}$ (33 1/3%) percent of all interests in the Common Elements. The Notice of any special meeting shall state the time and place of such meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or Bylaws. No business shall be transacted at a special meeting except as stated in the notice.

3.5. Notice of Meetings. The Secretary shall give notice for each annual or special meeting of the Association at least ten (10) but no more than sixty-two (62) calendar days prior to such meeting, stating the purpose thereof, as well as the time and place where it is to be held. Said notice shall be sent prepaid by United States mail or hand delivered to each Unit Owner of record at the Unit address or at any other address that such Unit Owner shall have designated by notice in writing to the Secretary. The mailing or delivery of notice of meeting in the manner herein provided shall be considered service of notice.

3.6. Quorum - Proxies. Except as otherwise provided herein, the presence in person or by proxy of Unit Owners owning more than one-half ($1/2$) of all interests in the Common Elements shall constitute a quorum at all meetings of the Association. If at any meeting of the Association there is not a quorum present, a majority in common interest of the Association who are present at such meeting, either in person or by proxy, may adjourn the meeting

to a time not less than 48 hours from the date on which the original meeting was called. Votes allocated to a Unit may be cast pursuant to a proxy duly executed by a Unit Owner. If a Unit is owned by more than one person, each Owner of the Unit may vote or register protest to the casting of votes by the other Owners of the Unit through a duly executed proxy. A Unit Owner may not revoke a proxy given pursuant to this section except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates one year after its date unless it specifies a shorter term.

3.7. Conduct of Meeting. The order of business at the annual meeting of the Association or at any special meeting, as far as practicable, and in accordance with Section 3.3. of Article III of these Bylaws shall be:

- (a) Calling of the roll and certifying of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading and disposal of any unapproved minutes.
- (d) Receiving reports of officers.
- (e) Receiving reports of committees.
- (f) Election of inspector of elections, if necessary.
- (g) Election of Executive Board Members, if necessary.
- (h) Old business.
- (i) New Business.
- (j) Adjournment.

3.8. Allocation of Votes. All elections, whenever required for any purpose, shall be conducted by allocating to each Unit Owner the number of votes (which may include fractions) reflecting his interest in ownership of the Common Elements as set forth in the Declaration, Exhibit "C". The total number of votes assigned to all Unit Owners shall be approximately 100. A Unit Owner may not split the votes allocated to his/her Unit but must cast them as one block on any particular vote. At all meetings of the Association or of the Executive Board, Roberts' Rules of Order (Revised) shall be followed.

3.9. Voting by Corporate and Multiple Owners. Duly authorized officers of corporate Unit Owners shall be entitled to vote. If only one of the multiple Owners of a Unit is present at a meeting of the Association, he is entitled to cast all the votes allocated to that Unit. If more than one of the multiple Owners are present, the votes allocated to that Unit may be cast only in accordance with their unanimous agreement unless the Declaration expressly provided otherwise. There is 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.

3.10. Majority of Votes. A vote of a majority of the votes cast at a meeting at which a quorum is present shall be binding upon all Unit Owners for all purposes except wherein by the Declaration, these Bylaws, or other bylaw, a higher percentage of votes

is required.

ARTICLE IV

Common Expenses; Budget

4.1. Fiscal Year. 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.

4.2. Preparation and Approval of Budget.

4.2.1. 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 costs of maintenance, management, operation, repair and replacement of the Common Elements, Limited Commercial-Office Elements, Limited Residential Elements, Limited Residential and Commercial-Office Elements and Limited Commercial-Office and 112 West Foster Avenue Elements, including the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses, Limited Commercial-Office Expenses, Limited Residential Expenses, Limited Residential and Commercial-Office Expenses and Limited Commercial-Office and 112 West Foster Avenue Expenses by the Uniform Condominium 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.

4.2.2. On or before the next succeeding fifth 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 shall send to each Unit Owner a copy of the budget in a reasonably itemized form. Such budget shall constitute the basis for determining each Residential Unit Owners' assessments for General Common Expenses, and Limited Residential Expenses of the Association and shall automatically take effect at the beginning of the fiscal year for which it is adopted, subject to Section 4.8. below.

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

4.3. Assessment and Payment of Common Expenses, Limited Residential Expenses, Limited Commercial-Office Expenses, Limited Residential and Commercial-Office Expenses and Limited Commercial-

Office and 112 West Foster Avenue Expenses.

4.3.1. General Common Expenses and Limited Expenses. The Executive Board shall calculate the monthly assessments for General Common Expenses and Limited Expenses against each Unit Owner by multiplying (a) the total amount of the estimated funds required for the operation of the Common Elements and 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 sources other than Common Expense assessments and Limited Expense assessments or from the operation of the Elements to which the Expenses pertain, by (b) the Percentage Interest (expressed in decimal form) allocated to such Unit, and dividing the resultant product by (c) the number of calendar months in such fiscal year. Such assessments shall be deemed to have been adopted and assessed against the Unit Owners on a monthly basis and not on an annual basis and shall be payable in monthly installments, to be due and payable on the first day of each calendar month and shall be a lien against each Owner's Unit as provided in the Act and the Declaration.

4.3.2. Notice. 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 Expenses incurred and the funds received during such fiscal year less expenditures actually incurred and sums paid into reserves. Any net shortage with regard to Common Expenses, Limited Residential

Expenses, Limited CommercialOffice Expenses, Limited Residential and Commercial-Office Expenses, and Limited CommercialOffice and 112 West Foster Avenue Expenses, after application of such reserves as the Executive Board may determine, shall be assessed against the Unit Owners according to their respective Percentage Interests and shall be payable in one or more monthly assessments as the Executive Board may determine.

4.3.3. Reserves. The Executive Board shall build up and maintain reasonable reserves for working capital with respect to the Common Elements, the Limited Residential Elements, the Limited CommercialOffice Elements, the Limited Residential and Commercial-Office Elements, the Limited CommercialOffice and 112 West Foster Avenue Elements. Extraordinary Expenses, relating to each and/or all of the above not originally included in the annual budget which may become necessary during the fiscal year and may be charged first against such reserves. If the reserves are deemed to be inadequate for any reason, the Executive Board may at any time levy further assessments against the Unit Owners for the Common Expenses, Limited Residential Expenses, Limited CommercialOffice Expenses, Limited Residential and Commercial-Office Expenses and Limited Commercial-Office and 112 West Foster Avenue Expenses according to their respective Percentage Interests and shall be payable in one or more monthly assessments as the Executive Board may determine.

4.4. Further Assessments. The Executive Board shall serve notice on all Unit Owners of any further assessments pursuant to

Sections 4.3.1., 4.3.2. or 4.3.3. 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 Sections 4.3.1. through 4.3.3.

4.5. Initial Budget. At or prior to the time assessment of Common Expenses, Limited Residential Expenses, Limited Commercial-Office Expenses and Limited Residential and Commercial-Office 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 Units during such period as is provided in Section 4.4. above.

4.6. Effect of Failure to Prepare or Adopt Budget. 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 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.

4.7. Accounts; Audits. 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 each year by an independent accountant retained by the Executive Board.

4.8. Rejection of Budget; Limitations on Expenditures and Borrowing. Anything herein to the contrary notwithstanding, the Association, by majority vote of all votes in the Association, may reject any budget or capital expenditure approved by the Executive Board. The power of the Executive Board to incur expenses, debts 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 (2/3) of the votes in the Association must be obtained at a meeting duly called and held for such purpose in accordance with the provisions of these Bylaws to (i) incur expenses which would cause the aggregate amount of all expenses in the budget to be exceeded by more than five (5%) percent of such aggregate amount or (ii) to incur debts or borrow money which would cause the aggregate amount of all debts and loans of the Association then outstanding to exceed five (5%) percent of such aggregate amount.

4.9. Payment of Common Expenses, Limited Commercial-Office

Expenses, Limited Residential Expenses, Limited Residential and Commercial-Office Expenses and Limited Commercial-Office and 112 West Foster Avenue Expenses. Each Unit Owner shall pay the Expenses assessed or billed by the Executive Board pursuant to the provisions of this Article IV. No Unit Owner may exempt himself from liability for his/her contribution toward such Expenses by waiver of the use or enjoyment of any of the Common Elements, Limited Commercial Elements, Limited Residential Elements, Limited Residential and Commercial-Office Elements or Limited Commercial-Office and 112 West Foster Avenue Elements or by abandonment of his/her Unit, except as otherwise provided in the Declaration for withdrawable real estate. No Unit Owner shall be liable for the payment of any part of the Expenses assessed or billed against his/her 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 or billings assessed or billed against the selling Unit Owner's Unit 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 of billings against the selling Unit Owner within ten (10) days following a written request therefor to the Executive Board or Managing Agent; and provided further that in accordance with Section 3315(b)(2) of the Act, the Association's lien

for Common Expenses shall be divested by a judicial sale of the Unit:

(i) As to unpaid Common Expense assessments made under Section 3314(b) (relating to assessments for Common Expenses) that come due during the six (6) months immediately preceeding institution of an action to enforce collection of a lien against a Unit by a judicial sale, only to the extent that the six (6) months unpaid assessments are paid out of the proceeds of the sale.

(ii) As to unpaid Common Expense assessments made under Section 3314(b) other than the six (6) months assessments referred to in subparagraph (i), in the full amount of these unpaid assessments, whether or not the proceeds of the judicial sale are adequate to pay these assessments. To the extent the proceeds of the sale are sufficient to pay some or all of these additional assessments, after satisfaction in full of the costs of the judicial sale, and the liens and encumbrances of the types described in paragraph (1) and the unpaid Common Expense assessments that come due during the six-month period described in subparagraph (i), they shall be paid before any remaining proceeds may be paid to any other claimant, including the prior owner of the Unit.

4.10. Collection of Assessments. The Executive Board or the Managing Agent, at the request of the Executive Board, shall take prompt action to collect any assessments or bills for Expenses, due from any Unit Owner which remain unpaid for more than thirty (30) days from the date for payment thereof. Any assessment or bill 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 or bill in addition to interest at the rate of fifteen (15%) percent per annum or such rate as may otherwise be determined by the Executive Board.

4.11. Statement of Common Expenses. 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 or bills for Common Expenses, Limited Commercial-Office Expenses, Limited Residential Expenses, Limited Residential and Commercial-Office Expenses and Limited Commercial-Office and 112 West Foster Avenue Expenses due from such Unit Owner(s). The Executive Board may impose a reasonable charge for the preparation of such statement to cover the cost of its preparation.

ARTICLE V

Compliance and Default

5.1. Relief. 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:

a. Additional Liability. 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.

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

c. No Waiver of Rights. 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 Uniform Condominium 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 Uniform Condominium 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 Uniform Condominium Act or at law or in equity.

d. Abating and Enjoining Violations by Unit Owners. 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 Uniform Condominium Act shall give the Executive Board the right, in addition to any other rights: (a) 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 (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

ARTICLE VI

Amendments

6.1. Amendments to Bylaws. 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 Board members appointed by Declarants voluntarily resign or are required to resign pursuant to provisions of the Declaration or these Bylaws, these Bylaws may not be amended without the consent in writing of Declarants. 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, 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.

6.2. Approval of Mortgagees. These Bylaws contain provisions concerning various rights and interests of record holders of mortgages on Units. Such provisions in these Bylaws are to be construed as covenants for the protection of such holders on

which they may rely in making loans secured by such mortgages. Accordingly, no amendment or modification of these Bylaws impairing or affecting such rights, priorities, remedies or interests of such a holder shall be adopted without the prior written consent of such holders who have registered an address with the Secretary.

6.3. Amendments to the Declaration. Any two officers or Executive Board members of the Association may prepare, execute, certify and record amendments to the Declaration on behalf of the Association.

ARTICLE VII

Alterations, Decorating, Maintenance and Repair

7.1. Responsibility for Maintenance of Units. Each Unit Owner shall furnish and be responsible for and at his own expense, all of the maintenance, repairs and replacements within his Unit and Limited Common Elements as defined in the Declaration; provided, however, that such maintenance, repairs and replacements as may be required for the bringing of water and electricity to the Unit, shall be furnished by the Executive Board as part of the Common Expenses. Maintenance, repairs, and replacements of the refrigerators, ranges, dishwashers and other kitchen appliances and lighting fixtures, and other electrical appliances of any Unit Owner shall be at the expense of such Unit Owner. Each Unit Owner shall be responsible for the repair and replacement of all windows

of his/her Unit.

7.2. Damage by Negligent Acts. If due to the negligent act or omission of a Unit Owner or of a Resident or of a member of the family or of a guest or invitee of such Unit Owner or Resident, damage shall be caused to the Common Elements, Limited Common Elements, Limited Commercial-Office Elements, Limited Residential Elements, Limited Residential and Commercial-Office Elements, Limited 112 West Foster Avenue Elements, Limited Commercial-Office and 112 West Foster Avenue Elements or to a Unit or Units owned by others, or maintenance, repairs and replacements shall be required which would otherwise be a Common Expense, Limited Common Expense, Limited Commercial-Office Expense, Limited Residential Expense, Limited Residential and Commercial-Office Expense, Limited 112 West Foster Avenue Expense, or Limited Commercial-Office and 112 West Foster Avenue Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Executive Board.

7.3. Maintenance of Equipment, Fixtures, etc. To the extent that equipment, facilities and fixtures within any Unit or Units shall be connected to similar equipment, facilities or fixture affecting or serving other Units, the Common Elements or the Limited Residential Elements, Limited Commercial-Office Elements, Limited Residential and Commercial-Office Elements or Limited Commercial-Office and 112 West Foster Avenue Elements then the use thereof by the individual Unit Owners shall be subject to the control of the

Executive Board. The authorized representatives of the Executive Board, or of the manager or managing agent for the Buildings, shall be entitled to reasonable access to the individual Units as may be required in connection with maintenance, repairs, or replacements of or to the Common Elements, Limited Common Elements, Limited Commercial-Office Elements, Limited Residential Elements, Limited Residential and Commercial-Office Elements or Limited Commercial-Office and 112 West Foster Avenue Elements or any equipment, facilities or fixtures affecting or serving other Units or the Common Elements, Limited Common Elements, Limited Commercial-Office Elements, Limited Residential Elements, Limited Residential and Commercial-Office Elements or Limited Commercial-Office and 112 West Foster Avenue Elements.

7.4. Decorating and Maintenance of Units and Common Elements.

Each Unit Owner shall furnish and be responsible for and at his own expense, all of the decorating within his own Unit, including re-painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors and ceilings, which constitute the exterior boundaries of his/her Unit, and such Unit Owner shall maintain the interior surfaces in good condition at his/her sole expense as may be required from time to time, which said maintenance and use shall be subject to the control of the Executive Board. The interior

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surface of all windows forming part of the perimeter wall of a Unit shall be cleaned or washed at the expense of each respective Unit Owner. Decorating of the Common Elements (other than interior surfaces within the Units as above provided), and any re-decorating of Units to the extent made necessary by any damage to existing decorating of such Units caused by maintenance, repair or replacement work on the Common Elements by the Executive Board, shall be furnished by the Executive Board as part of the Common Expenses.

7.5. Alterations. No alterations of any Common Elements, Limited Residential Elements, Limited Commercial-Office Elements, Limited Residential and Commercial-Office Elements or Limited CommercialOffice and 112 West Foster Avenue Elements, or any additions or improvements thereto, shall be made by any Unit Owner without the prior written approval of the Executive Board. In addition, (a) plans prepared and certified by an Architect or Professional Engineer duly registered or licensed in Pennsylvania must be provided to the Executive Board for such work. Such plans must demonstrate to the satisfaction of the Executive Board that such alterations, additions or improvements will not diminish the structural integrity of the building in any way whatsoever. The plans shall be otherwise subject to the approval of the Executive Board, not to be reasonably withheld, (b) any Unit Owner causing work to be done and his/her contractor doing said work must produce evidence of adequate liability and property insurance for the protection of the Association, including but not limited to the

following:

(i) small claims under Workers' or Workmen's Compensation, disability benefit and other similar employee benefit acts;

(ii) claims for damages because of bodily injury, occupational sickness or disease, or death of his/her employees;

(iii) claims for damages because of bodily injury, sickness or disease, or death of any person other than his/her employees;

(iv) claims for damages insured by usual personal injury liability coverage which are sustained by (a) any person as a result of an offense directly or indirectly related to the employment of such person by the contractor, or (b) by any other persons;

(v) claims for damages, other than to the work itself because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

(vi) claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle,

(c) all contracts for such work must be "no-lien contracts", and

(d) all necessary permits must be obtained. All the above terms must be submitted to the Executive Board prior to undertaking such work in accordance with Article XIII hereof. The work must be carried out expeditiously and in a reasonable manner to minimize noise

and interference with the use and enjoyment of the building and the Common Elements by the Unit Owners and Residents of the condominium. The Executive Board shall have the right to require the Unit Owner and/or a contractor to furnish bonds covering the faithful performance of the contract and the payment of all obligations arising thereunder.

The requirements set forth in this Section shall also apply to Sections 3.4. and 8.1.(g) of the Declaration and Article XIII of these Bylaws.

As provided for in the Declaration, the Owner(s) of the 112 West Foster Avenue Unit(s) may change the appearance of the Limited 112 West Foster Avenue Elements and/or the exterior and interior appearance of their Unit(s) at his/her sole discretion and without permission of the Association or the Executive Board.

7.6. Payments by the Executive Board. All payment vouchers of the Executive Board shall be approved by the President or Treasurer of the Executive Board.

ARTICLE VIII

Insurance

8.1. Insurance, Provided by the Executive Board. The Executive Board, for the benefit of and on behalf of the Unit Owners, shall contract for, shall pay the premiums therefor as Common Expenses, and shall maintain at all times the following

insurance:

(a) Fire insurance in an amount equal to the full insurable replacement value of the Property without deduction for depreciation, with an endorsement for extended coverage, or such other fire and casualty insurance as the Executive Board may maintain providing equal or greater protection for the Unit Owners and their mortgagees, if any. In the event the net proceeds of such insurance do not exceed One Hundred Thousand Dollars (\$100,000.00) such net proceeds shall be payable to the Executive Board on behalf of all Unit Owners and their respective mortgagees. In the event the net proceeds of such insurance exceeds One Hundred Thousand Dollars (\$100,000.00) such net proceeds shall be payable to any trustee or any successor trustee appointed by the Executive Board and approved by the holders of five (5) or more mortgages permitted hereunder (hereinafter referred to as the "Insurance Trustee"). All such insurance shall include a separate loss payment endorsement, in favor of the holders of any mortgages permitted hereunder modified to make the loss payable provisions in favor of such holders of mortgages subject and subordinate to the loss payment provisions in favor of the Executive Board, or the Insurance Trustee under an appropriate agreement. Said Agreement shall provide that the Executive Board or Insurance Trustee shall hold and disburse all payments received on account of loss or damage covered by such policy for repairs and restoration as provided in the Pennsylvania Uniform Condominium Act and in this

Article. Said insurance may, in the discretion of the Executive Board, contain a "deductible" provision in an amount determined by the Executive Board but not to exceed Five Thousand (\$5,000.00) Dollars. The Executive Board shall periodically order an appraisal of the Property to be made for the purpose of determining the current value of the Property, and the scope and amount of all fire insurance policies shall be reviewed yearly and may be increased in its discretion in order to maintain coverage in the amount of the current full insurable replacement value of the Property as hereinabove required.

(b) Comprehensive general liability insurance including medical payments insurance insuring Unit Owners (in their capacity as Unit Owners), members of the Executive Board and any manager of the Property against any liability to the public or to the Unit Owners, Residents or invitees, relating in any way to the ownership and/or use of the Property and any part thereof. Limits of liability shall be at least Five Hundred Thousand Dollars (\$500,000.00) for death or personal injury to any one person, One Million Dollars (\$1,000,000.00) for death or personal injury in any single occurrence. The scope and account of coverage of all liability insurance policies shall be reviewed at least once each year by the Executive Board and may be increased at its discretion.

(c) Such Worker's Compensation insurance as applicable laws may require.

(d) Such other insurance as the Executive Board in its

discretion may deem to be desirable.

8.2. Specifications for Insurance. All insurance shall be obtained in accordance with the following provisions:

(a) All policies shall be written with an insurance carrier licensed to do business in the Commonwealth of Pennsylvania and holding a rating of "AAA" or higher as rated by Best's Insurance Reports, or by an equivalent rating agency in the event Best's Insurance Reports cease to be issued.

(b) Exclusive authority to adjust losses under policies hereafter in force on the Property shall be vested in the Executive Board or its authorized representative.

(c) In no event shall the insurance coverage obtained and maintained by the Executive Board hereunder be brought into contribution with insurance maintained by individual Unit Owners or their mortgages.

(d) Each Unit Owner may maintain additional insurance at his/her own expense; provided, however, that (i) such policies shall contain waivers of subrogation, and (ii) no Unit Owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the proceeds which the Executive Board, on behalf of the Association, may realize under any insurance policy which the Executive Board may have in force on the Property at any particular time.

(e) Each Unit Owner shall be required to notify the Executive Board of all alterations, additions and improvements made

by him/her to his/her Unit or Limited Common Elements, the value of which is in excess of One Thousand Dollars (\$1,000.00).

(f) The Executive Board shall have the power to require all Unit Owners to maintain such types of insurance as the Executive Board may reasonably require with the type of insurance companies specified hereinabove.

(g) Any Unit Owner who maintains individual insurance policies covering any portion of the Property other than personal property belonging to such Unit Owner shall be required to file a copy of such individual policy or policies with the Executive Board within thirty (30) days after purchase of such insurance.

(h) The Executive Board shall be required to make every effort to secure and maintain insurance policies covering the Property that will provide the following:

(i) A waiver of subrogation by the insurer as to any claims against the Executive Board, any manager of the Property, the Unit Owners and their respective servants, agents and guests;

(ii) 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 owing to 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 (30) days' prior written notice to each Unit Owner and all mortgage holders;

(iii) That all policies covering the Property cannot be cancelled, invalidated or suspended owing to the conduct of any officer, member or employee of the Executive Board or any manager of the Property without prior demand in writing that the Executive Board cure the defect within a reasonable period of time; and

(iv) That any "No Other Insurance" clause in the Executive Board insurance policies exclude individual Unit Owners' policies from consideration.

(i) The periodic and annual insurance reviews which the Executive Board is required to conduct, as provided hereinabove, shall include an appraisal of the improvements to the Property performed by a real estate appraiser acceptable to the insurance carrier or carriers issuing the policies maintained by the Executive Board.

ARTICLE IX

Repair or Reconstruction

9.1. Damage or Destruction.

(a) Repair. Except as otherwise provided by law, in the Declaration or herein, damage to or destruction of the Building or any other improvements constructed on the property shall be promptly repaired and restored by the Executive Board using the insurance proceeds received by the Executive Board or the Insurance

Trustee for such purpose. The Unit Owners directly affected thereby shall be liable for any deficiency in such proceeds in proportion to their respective Percentage Interests except that if and to the extent that such deficiency exists solely by reason of a "deductible" provision in the insurance policy or policies held by the Executive Board, such deficiency shall be borne by all of the Unit Owners as a Common Expense. Unit Owners may apply the proceeds from their individual fire insurance policies, if any, to the share of such Expense for which they are liable. The Executive Board shall be responsible only for restoring the Building to substantially the same condition as it was immediately prior to the damage or destruction, and each Unit Owner shall personally assume the additional expense of any improvements to his/her Unit which he/she desires to restore beyond such condition. If any changes are made in the basic construction of any restored Unit, Common Elements, Limited Commercial-Office Elements, Limited Residential Elements, Limited Residential Commercial-Office Elements, Limited 112 West Foster Avenue Elements, or Limited Commercial-Office and 112 West Foster Avenue Elements, the Executive Board shall record an amended Declaration Plan reflecting such changes.

(b) Termination. Notwithstanding anything contained in this Article to the contrary, if:

(i) there is substantially total destruction of the Building, the existence of which condition shall be conclusively determined by a unanimous vote of the Executive Board members

rendered within thirty (30) days after the occurrence; or

(ii) Unit Owners directly affected by such damage or destruction and entitled to cast seventy-five (75%) percent of the votes of all said Unit Owners directly affected thereby duly resolve, within sixty (60) days after receipt of at least three (3) contractors' bids and the final insurance adjustment, not to proceed with repair or restoration; then, and only in the event of either (b)(i) or (b)(ii) above having occurred, the salvage value of the property shall be subject to partition at the suit of any Unit Owner, in which event the net proceeds of sale, together with the net proceeds of insurance policies held by the Executive Board or the Insurance Trustee, shall be considered as one fund and shall be divided among all the unit Owners in proportion to their respective Percentage Interests, after discharging, out of the respective shares of Unit Owners, to the extent sufficient for the purpose, all liens against the Units of such Unit Owners.

9.2. Eminent Domain. A taking of, injury of, or destruction of part or all of the Property by the power, or a power in the nature, of eminent domain or by an action or deed in lieu of Condemnation, shall be considered to be included in the term "damage or destruction" for purposes of this Article, and the proceeds of the eminent domain taking shall be treated in the same manner as insurance proceeds. Whenever all or part of the Common Elements, Limited Common Elements, Limited Commercial-Office Elements, Limited Residential Elements, Limited Residential and

Commercial-Office Elements, Limited 112 West Foster Avenue
Elements, or Limited Commercial-Office and 112 West Foster Avenue
Elements shall be taken, injured or destroyed by eminent domain,
each Unit Owner so affected shall be entitled to notice thereof and
shall participate in the proceedings incident thereto, but in any
proceedings for the determination of damages, damage for such
taking of, injury to or destruction of the Condominium as a whole
shall be determined and a separate determination of damage to each
Unit Owner's interest shall not be made.

ARTICLE X

Common Expenses

10.1. Payment of Common Expenses, Limited Commercial-Office
Expenses, Limited Residential Expenses, Limited Residential and
Commercial-Office Expenses and Limited Commercial-Office and
112 West Foster Avenue Expenses. All Residential Unit Owners shall
be obligated to pay, on a monthly basis, the Common Expenses, Limited
Residential Expenses, Limited CommercialOffice Expenses, Limited
Residential and Commercial-Office Expenses, and Limited Commercial-
Office and 112 West Foster Avenue expenses assessed by the Executive
Board pursuant to the authority granted to the Executive Board under
these Bylaws. At its option, the Executive Board may authorize the
Common Expenses to be collected by a mortgagee of one or more Units
or by any other servicing agent.

10.2. Collection of Assessments. The Executive Board shall take prompt action to collect any Common Expenses, Limited Commercial-Office Expenses, Limited Residential Expenses, Limited Residential and Commercial-Office Expenses, or Limited Commercial-Office and 112 West Foster Avenue Expenses due from any Unit Owner which remain unpaid for more than thirty (30) days from due date of payment thereof.

10.3. Default in Payment of Common Expenses. Any assessment or bill not paid within five days after its due date shall accrue a late charge in the amount of five (5%) percent of the amount overdue in addition to interest at the rate of fifteen (15%) percent per annum or such rate as may otherwise be determined by the Executive Board, together with all expenses including reasonable attorney's fees incurred in collecting said unpaid Common Expenses. The Executive Board shall have the right and duty to recover such expenses, together with such interest and costs in an action to recover the same brought against the Unit Owner as provided in the Pennsylvania Uniform Condominium Act.

ARTICLE XI

Parking Spaces - Limited Common Elements

11.1. One reserved parking space shall be assigned for the exclusive use of each Residential Unit Owner, as to be determined by the Declarants. The parking space shall constitute a Limited Common

Element for the exclusive use of the Owner of such Unit. A reallocation of such Limited Common Elements may be made by a recorded assignment by the Unit Owners between or among whose Units the reallocation is made or by an amendment to the Declaration executed by those Unit Owners, and such Limited Common Elements shall otherwise be included in and be transferred as a part of a conveyance or lease of all of a Unit Owner's interest to his Unit. Any repairs, replacement or maintenance to or with respect to said parking space shall be a Limited Residential Expense except those caused by the sole negligence of the Residential Unit Owner to which such Limited Residential Element is assigned or the tenant or invitee of such Unit Owner using such assigned Limited Residential Element, which shall be the expense of such Unit Owner.

11.2. Reserved parking spaces shall be assigned to and among the Commercial-Office Unit owners for their exclusive use, as to be determined by Declarants at the time of closing. The parking spaces shall constitute Limited Common Elements for the exclusive use of the Owners of such Units in accordance with the assignment. A reallocation of such Limited Common Elements may be made by a recorded assignment by the Unit Owners between or among whose Units the reallocation is made or by an amendment to the Declaration executed by those Unit Owners, and such Limited Common Elements shall otherwise be included in and be transferred as a part of a conveyance or lease of all of a Unit Owner's interest in and to his/her Unit. Any repairs, replacement or maintenance to or with respect to such

parking spaces shall be a Limited Commercial-Office Expense except those caused by the sole negligence of a Commercial-Office Unit owner or the tenant or invitee of such Unit Owner using such assigned Limited Common Element, which shall be the expense of such Unit Owner.

11.3. Six (6) reserved parking spaces directly to the rear of (southeast of) the 112 West Foster Avenue Unit(s) shall be assigned to the 112 West Foster Avenue Unit(s) Owner(s). These parking spaces shall constitute Limited Common Elements for the exclusive use of the Owner(s) of such Unit(s) in accordance with the assignment. A reallocation of such Limited Common Elements may be made by a recorded assignment by the Unit Owners between or among whose Units the reallocation is made or by an amendment to the Declaration executed by those Unit Owners, and such Limited Common Elements shall otherwise be included in and be transferred as a part of a conveyance or lease of all of a Unit Owner's interest in and to his/her Unit. Any repairs, replacement or maintenance to or with respect to such parking spaces shall be a Limited 112 West Foster Avenue Expense.

ARTICLE XII

Additions, Alterations or Improvements by the Executive Board

12.2. Common Elements. Whenever, in the judgment of the Executive Board, Common Elements shall require additions, alterations or improvements costing in excess of Five Thousand (\$5,000.00) Dollars, said alterations or improvements shall not be made unless they have been approved by a Majority of the votes allocated to Unit Owners present and voting at a meeting of the Association at which a quorum is present. When said approval has been obtained, all Unit Owners shall be liable for the cost thereof as a Common Expense. In the event of any emergency which could cause damage to the Building or any part thereof, the Executive Board may expend sums not in excess of Ten Thousand (\$10,000.00) Dollars to protect the Building and the judgment of the Executive Board shall be final, conclusive and binding.

12.3. Limited Residential Elements. Whenever, in the judgment of the Executive Board, Limited Residential Elements shall require additions, alterations or improvements costing in excess of Five Thousand (\$5,000.00) Dollars, said alterations or improvements shall not be made unless they have been approved by a Majority of the votes allocated to Residential Unit Owners present and voting at a meeting of the Association at which a quorum is present. When said approval has been obtained, all Residential Unit Owners shall be assessed for the cost thereof as a Limited Residential Expense.

In the event of an emergency which could cause damage to the Building or any part thereof, the Executive Board may expend sums not in excess of Ten Thousand (\$10,000.00) Dollars to protect the Building and the judgment of the Executive Board shall be final, conclusive and binding.

12.4. Limited Commercial-Office Elements. Whenever, in the judgment of the Executive Board, Limited Commercial-Office Elements shall require additions, alterations or improvements costing in excess of Five Thousand (\$5,000.00) Dollars, said alterations or improvements shall not be made unless they have been approved by a Majority of the votes allocated to Commercial-Office Unit Owners present and voting at a meeting of the Association at which a quorum is present. When said approval has been obtained, all Commercial-Office Unit Owners shall be assessed for the cost thereof as a Limited Commercial-Office Expense. In the event of an emergency which could cause damage to the Building or any part thereof, the Executive Board may expend sums not in excess of Ten Thousand (\$10,000.00) Dollars to protect the Building and the judgment of the Executive Board shall be final, conclusive and binding.

12.5. Limited 112 West Foster Avenue Elements. All additions, alterations and improvements to the Limited 112 West Foster Avenue Elements shall be undertaken solely at the discretion of Albert F. Williams and/or Jeanne L. Williams, as Owners of the 112 West Foster Avenue Unit(s). The Executive Board shall have no authority to direct or order either exterior or interior changes to

the Limited 112 West Foster Avenue Elements. At such time as Albert F. Williams and/or Jeanne L. Williams convey title to any portion or all of said Unit, the Executive Board shall be granted authority to act under similar terms and conditions as set forth in Sections 12.2. and 12.4. above.

ARTICLE XIII

Additions, Alterations or Improvements by the Unit Owners

No Unit Owner shall make any structural addition, structural partition or wall change, or structural alteration or improvement in or to his Unit without prior written consent of the Executive Board and the mortgagee of said Unit except as otherwise expressly permitted hereby as to the combination of Units and as reserved and granted to the Owner(s) of the 112 West Foster Avenue Unit(s) as provided in the Declaration. Unit Owners shall also comply with the additional requirements set forth in detail in Section 7.5. above. The Executive Board shall have the obligation to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement in such Unit Owner's Unit within sixty (60) days after such request.

ARTICLE XIV

Right of Access

Each Unit Owner shall grant a right of access to his Unit to the manager and/or the managing agent and/or any other person authorized by the Executive Board for the purpose of making inspections and for the purpose of correcting any condition originating in his/her Unit and threatening another Unit or Common Element, Limited Commercial-Office Element, Limited Residential Element, Limited Residential and Commercial-Office Element, Limited 112 West Foster Avenue Element, or Limited Commercial-Office and 112 West Foster Avenue Element or for the purpose of performing necessary installations, alterations or repairs to the utility or mechanical services in his/her Unit or elsewhere in the Building within which the Unit is located. In accordance with the Declaration requests for entry are to be made in advance, and such entry is to be at a time reasonably convenient to the Unit Owner, and in case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not, except for the 112 West Foster Avenue Unit where access must be received through the permission of the Unit Owner(s) or his/her agent.

ARTICLE XV

Payment for Utilities

Electricity shall be supplied to the Condominium by the public utility servicing the area. Each Unit shall be separately metered and separately billed for electricity consumed in lighting the Unit and in operating the various machinery, appliances and devices located therein and in providing heating and cooling and for the heating of water for use in each Unit.

Electricity consumed in lighting the Common Elements and Limited Commercial Elements and in operating the various machinery, appliances and devices located therein and in heating and cooling the Common Elements and Limited Commercial Elements and for the heating of water therein shall be billed to the Association and treated as a Limited Common Expense.

Water consumed in each Residential Unit will be billed to the Association and treated as a Limited Residential Expense. Water consumed for the purposes of the Common Elements and sewer charges shall be billed to the Association and shall be treated as a Limited Residential Expense. The Commercial-Office Units and the 112 West Foster Avenue Unit(s) shall be separately metered for water, electrical and sewer use.

Telephone service provided to each Unit is to be billed to each Unit Owner. The lobby telephone utilized for intercommunication and security purposes shall be charged to the

ARTICLE XVI

Miscellaneous

16.1. Notices. 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), (i) 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 (ii) if to the Association, the Executive Board or to the Managing Agent, at the principal office of the Managing Agent or at such other 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.

16.2. Captions. 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.

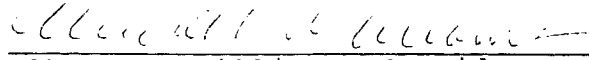
16.3. Gender. The use of the masculine gender in these Bylaws shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural,

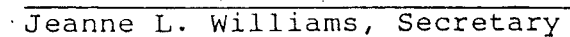
and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

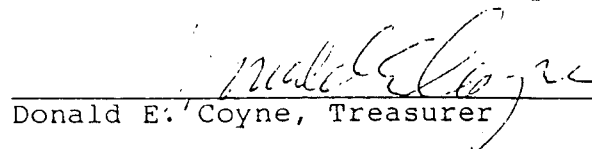
16.4. Severability. If any provisions of the Bylaws of Midtown Square A Condominium or any section, sentence, clause, phrase or word or the application thereof in any circumstances be judicially held in conflict with the laws of the Commonwealth of Pennsylvania, then the said laws shall be deemed controlling and the validity of the remainder of the Bylaws and the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

16.5. Effective Date. These Bylaws shall become effective immediately.

Established and adopted by the First Members of the Executive Board this 12 day of May, 1987.


Albert F. Williams, President


Jeanne L. Williams, Secretary


Donald E. Coyne, Treasurer

COMMONWEALTH OF PENNSYLVANIA)
) SS
COUNTY OF CENTRE)

On this 12 day of May, 1987, before me, the undersigned officer, personally appeared Albert F. Williams, Jeanne L. Williams and Donald E. Coyne who acknowledge themselves to be the First Members of the Executive Board of Midtown Square, A Condominium and that they as such Members, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing their names as the First Members of the Board.

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

Nancy E. Jerko
Notary Public

NANCY E. JERKO, NOTARY PUBLIC
STATE COLLEGE BORO, CENTRE COUNTY
MY COMMISSION EXPIRES FEB. 6, 1989
Member, Pennsylvania Association of Notaries

1st
Amendment

ENTERED FOR RECORD

'88 JAN 20 PM 2 01

THOMAS M. PETERS
RECORDER OF DEEDS

AMENDMENT TO DECLARATION OF CONDOMINIUM

MIDTOWN SQUARE - A CONDCMINIUM

JANUARY 25, 1988

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

Witness my hand and seal of office

Thomas M. Peters
Recorder

AMENDMENT TO DECLARATION OF CONDOMINIUM

MIDTOWN SQUARE - A CONDOMINIUM

JANUARY 25, 1988

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

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

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

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

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

located at 112 West Foster Avenue.

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

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

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

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

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

Office Tower Elements.

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

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

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

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

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

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

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

Section 4.1. Designation of Limited Common Elements.

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

Commercial-Office Elements

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

Commercial-Office Tower Elements

elevator and lobby of commercial-office tower.

Residential Elements

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

Residential and Commercial-Office Elements

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

112 West Foster Avenue Elements

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

Commercial-Office and 112 West Foster Avenue Elements

bearing wall of Foster Avenue front stairtower
and foundation thereunder.

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

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

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

MIDTOWN SQUARE

B. Commercial-Office Percentage Interests

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

C. Commercial-Office Tower Percentage Interests

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

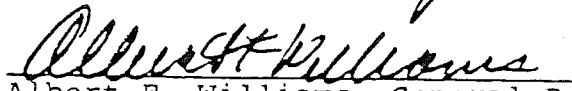
D. 112 West Foster Avenue Percentage Interests

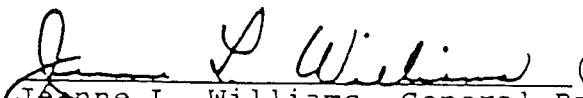
<u>Unit No.</u>	<u>%</u>
All property identified in "Exhibit D"	100%

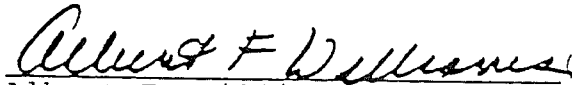
IN WITNESS WHEREOF, the said Midtown Square Associates and Albert F. Williams and Jeanne L. Williams, John G. Black and Judith K. Black, owners of C-O Unit 300 of Midtown Square, A Condominium, J. Lawrence Snavely and Mary P. Snavely and John L. Vidmar and Susan F. Vidmar, owners of C-O Unit 401 of Midtown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

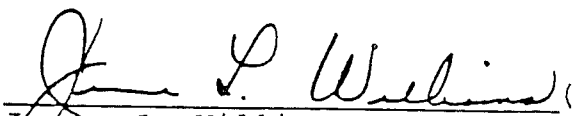
MIDTOWN SQUARE ASSOCIATES
A Pennsylvania Partnership

 (SEAL)
Donald E. Coyne, General Partner

 (SEAL)
Albert F. Williams, General Partner

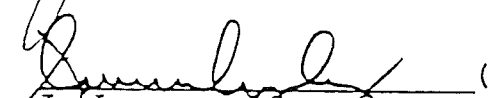
 (SEAL)
Jeanne L. Williams, General Partner

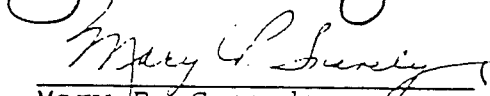
 (SEAL)
Albert F. Williams

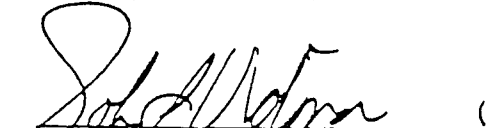
 (SEAL)
Jeanne L. Williams

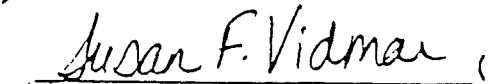
 (SEAL)
John G. Black

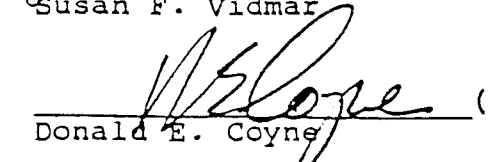
 (SEAL)
Judith K. Black

 (SEAL)
J. Lawrence Snavely

 (SEAL)
Mary P. Snavely

 (SEAL)
John L. Vidmar

 (SEAL)
Susan F. Vidmar

 (SEAL)
Donald E. Coyne

COMMONWEALTH OF PENNSYLVANIA

:

COUNTY OF CENTRE

: SS

:

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

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

Jean P. B. Harpster
Notary Public

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

COMMONWEALTH OF PENNSYLVANIA

:

COUNTY OF CENTRE

: SS

:

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

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

Jean P. B. Harpster
Notary Public

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

COMMONWEALTH OF PENNSYLVANIA

:

: SS

COUNTY OF CENTRE

:

I, Jean P. B. Harpster a Notary Public in and for said County, in the State aforesaid, do hereby certify that John G. Black and Judith K. Black, individuals and owners of C-O Unit 300 of Midtown Square, A Condominium, whose names are subscribed to the foregoing Declaration of Condominium personally appeared before me this day, and they acknowledged and swore that they signed sealed and delivered the said instrument as their free and voluntary act and deed for the uses and purposes therein set forth and that the statements therein contained are true.

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

Jean P. B. Harpster
Notary Public

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

COMMONWEALTH OF PENNSYLVANIA

:

: SS

COUNTY OF CENTRE

:

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

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

Jean P B Harpster
Notary Public

JEAN P. B. HARPSTER, NOTARY PUBLIC
STATE COLLEGE 8070, CENTRE COUNTY
MY COMMISSION EXPIRES MAY 20, 1991
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA

:

: SS

COUNTY OF CENTRE

:

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

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

Jean P. B. Harpster
Notary Public

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

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26.00

402

BOOK 215 PAGE 298

ENTERED - 02 RECORD
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HAZEL A. EITERS
RECORDER OF DEEDS
CENTRE COUNTY

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM

MIDTOWN SQUARE - A CONDOMINIUM

DECEMBER 6, 1988

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

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

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

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

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

MIDTOWN SQUARE

I. Percentage Interests of Limited Common Elements

A. Residential Units - Limited Residential Percentage Interests

<u>Unit No.</u>	<u>No. of Bedrooms</u>	<u>%</u>
201	2	4.17
202	2	4.17
203	2	4.17
204	2	4.17
301	2	4.17
302	3	4.93
303	2	4.17
304	1	3.41
401	3	4.93
402	3	4.95
403	1	3.41

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

TOTAL	100%
-------	------

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

<u>Unit No.</u>	<u>%</u>
Commercial-Office Suite 101	24.79
Commercial-Office Suite 102	17.69
Commercial-Office Suite 201	12.63
Commercial-Office Suite 202	6.55
Commercial-Office Suite 300	19.18
Commercial-Office Suite 401	11.51
Commercial-Office Suite 402	7.65
TOTAL	100%

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

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

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

Unit No. 8
 All property identified in
 "Exhibit D" 100%

II. Percentage Interests of Common Elements

A. Residential Units - Common Percentage Interests

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

B. Commercial-Office Units - Common Percentage Interests

<u>Unit</u> <u>No.</u>	<u>Common Expense</u> <u>Liability & Surplus</u>	<u>For Voting</u> <u>Purposes</u>
	<u>\$</u>	<u>\$</u>
Comm.-Off. Suite 101	9.19	8.35
Comm.-Off. Suite 102	6.56	5.96
Comm.-Off. Suite 201	4.68	4.26
Comm.-Off. Suite 202	2.43	2.21
Comm.-Off. Suite 300	7.11	6.46
Comm.-Off. Suite 401	4.27	3.88
Comm.-Off. Suite 402	2.85	2.59

C. 112 West Foster Avenue Percentage Interests

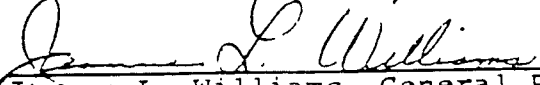
<u>Unit No.</u>	<u>Common Expense Liability & Surplus</u>	<u>Voting Purposes</u>
	\$	\$
All property identified in "Exhibit D"	0.00	9.18
TOTAL	99.95%	100.01%

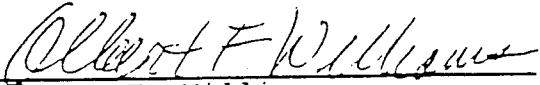
IN WITNESS WHEREOF, the said Midtown Square Associates
and Albert F. Williams and Jeanne L. Williams have caused their
names to be signed to these presents on this 6 day of
December, 1988.

MIDTOWN SQUARE ASSOCIATES
A Pennsylvania Partnership

 (SEAL)
Donald E. Coyne, General Partner

 (SEAL)
Albert F. Williams, General Partner

 (SEAL)
Jeanne L. Williams, General Partner

 (SEAL)
Albert F. Williams

 (SEAL)
Jeanne L. Williams

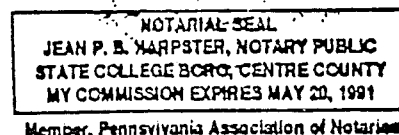
Recorded in the office for the recording
of Deeds, etc in and for Centre County
in 114 Book No. 215 at page 291
13th day of Dec A.D. 1988
Witness my hand and seal of office

COMMONWEALTH OF PENNSYLVANIA :
 : SS
 COUNTY OF CENTRE :

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

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

Jean P.B. Harpster
 Notary Public

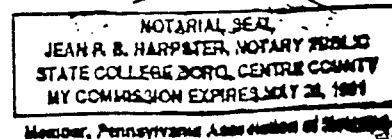


COMMONWEALTH OF PENNSYLVANIA :
 : SS
 COUNTY OF CENTRE :

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

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

Jean P.B. Harpster
 Notary Public



THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM

MIDTOWN SQUARE - A CONDOMINIUM

DECEMBER 16, 1988

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

spaces to the Unit Owners of the Condominium, as they have previously been assigned or will be assigned by deeds and as recorded in the Office of the Centre County Recorder of Deeds.

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

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

MIDTOWN SQUARE ASSOCIATES
A Pennsylvania Partnership

_____(SEAL)
Donald E. Coyne, General Partner

_____(SEAL)
Albert F. Williams, General Partner

_____(SEAL)
Jeanne L. Williams, General Partner

_____(SEAL)
Albert F. Williams

_____(SEAL)
Jeanne L. Williams

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF CENTRE :

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

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

Notary Public

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF CENTRE :

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

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

Notary Public

MIDTOWN SQUARE - A CONDOMINIUM

"EXHIBIT E"

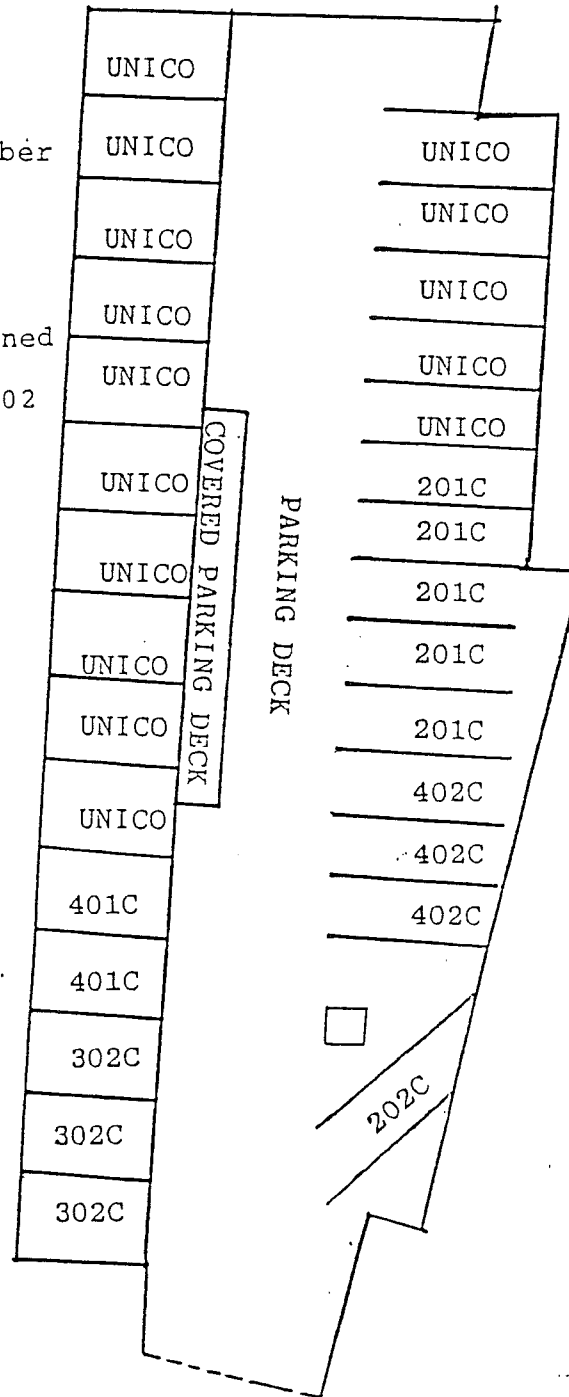
UPPER PARKING DECK PARKING ASSIGNMENTS

KEY

3 Digit Number =
Residential Unit Number

3 Digit Number + C =
Commercial-Office
Unit Number

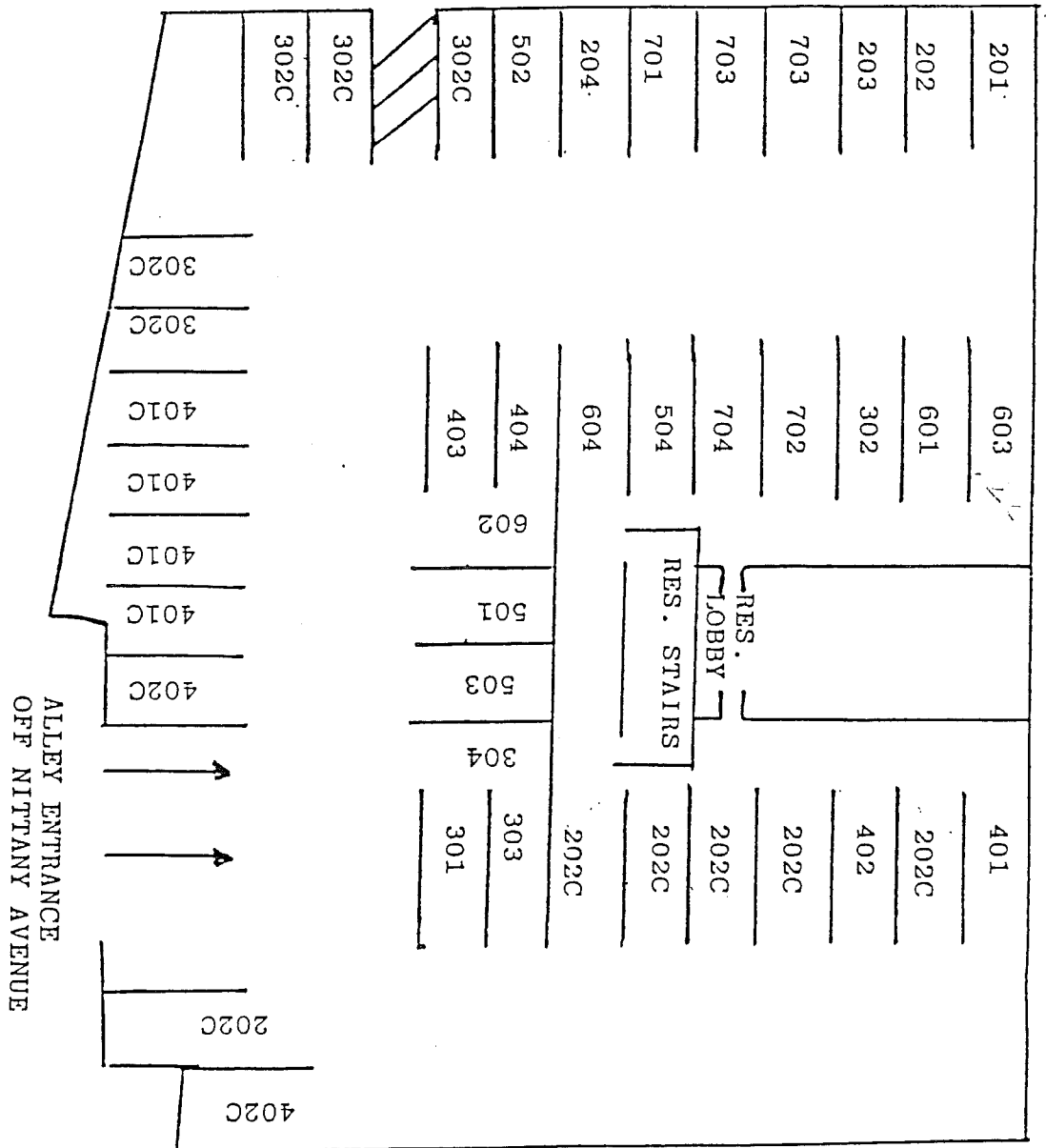
UNICO = Spaces Assigned
to Commercial-office
Unit Numbers 101 & 102



WEST FOSTER AVENUE ENTRANCE

MIDTOWN SQUARE - A CONDOMINIUM
 BASEMENT PARKING ASSIGNMENTS

"EXHIBIT E"
 Page 2



WEST FOSTER AVENUE SIDE
 COMM.
 ENTRANCE

BOOK 495 PAGE 605

530

FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM

MIDTOWN SQUARE - A CONDOMINIUM

AUGUST 10, 1989

COPY

HAZEL M. PETERS
RECORDER OF DEEDS
CENTRE COUNTY

89 AUG 11 AM 9 07

ENTERED FOR RECORD

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

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

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

MIDTOWN SQUARE

I. Percentage Interests of Limited Common Elements

A. Residential Units - Limited Residential Percentage Interests

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

And as further amended in part to read:

II. Percentage Interests of Common Elements

A. Residential Units - Common Percentage Interests

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

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

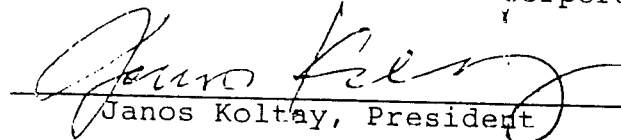
agree to this Amendment and further agree that this Amendment to this Declaration shall supercede any and all previous allocations of the Limited Common Elements, Common Elements and Percentage Interests for Voting Purposes pertaining to Unit R-201 and Unit R-203.

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

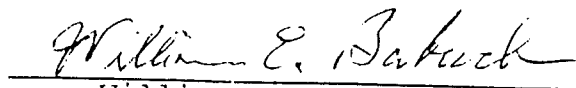
IN WITNESS WHEREOF, the said Westbrier, Inc., by and through its President, Janos Koltay, as Unit Owner of both Unit R-201 and Unit R-203, and the said Midtown Square Condominium Association, by and through its President, William E. Babcock, and as successor in interest to the Declarants, Midtown Square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

WESTBRIER, INC.

A Pennsylvania For-Profit Corporation

 (SEAL)
Janos Koltay, President

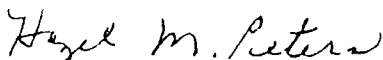
MIDTOWN SQUARE CONDOMINIUM ASSOCIATION
A Pennsylvania Unit Owners' Association

 (SEAL)
William E. Babcock, President

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

Witness my hand and seal of office

3


Recorder

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF CENTRE :

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

Given under my hand and notarial seal this 10TH day of August, 1989.

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

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF CENTRE :

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

Given under my hand and notarial seal this 10TH day of August, 1989.

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

FIFTH AMENDMENT TO DECLARATION OF CONDOMINIUM

MIDTOWN SQUARE - A CONDOMINIUM

OCTOBER 5, 1990

COPY

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

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

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

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

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

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

MIDTOWN SQUARE

I. Percentage Interests of Limited Common Elements

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

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

And is further amended in part to read:

II. Percentage Interests of Common Elements

B. Commercial-Office Units - Common Percentage Interests

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

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

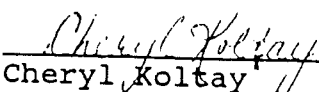
The Midtown Square Condominium Association by the through its Executive Board, as approved by unanimous vote of the said Executive Board a meeting held on October 5, 1990, and the effected Unit Owner, Janos Koltay and Cheryl Koltay, his wife, agree to this Amendment and further agree that this Amendment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

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

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

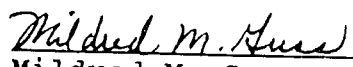
OWNERS OF COMMERCIAL OFFICE SUITE 102

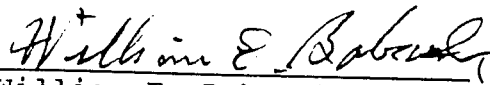
 (SEAL)
Janos Koltay

 (SEAL)
Cheryl Koltay

ATTEST

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

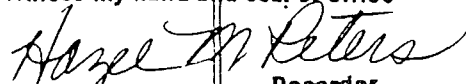

Mildred M. Guss,

 (SEAL)
William E. Babcock,
President

Recorded in the office of the Recorder

of Deeds, etc in and for Centre County
Record Book No. 545 at page 1010
5th day of Oct. A. D. 1990

Witness my hand and seal of office


Recorder

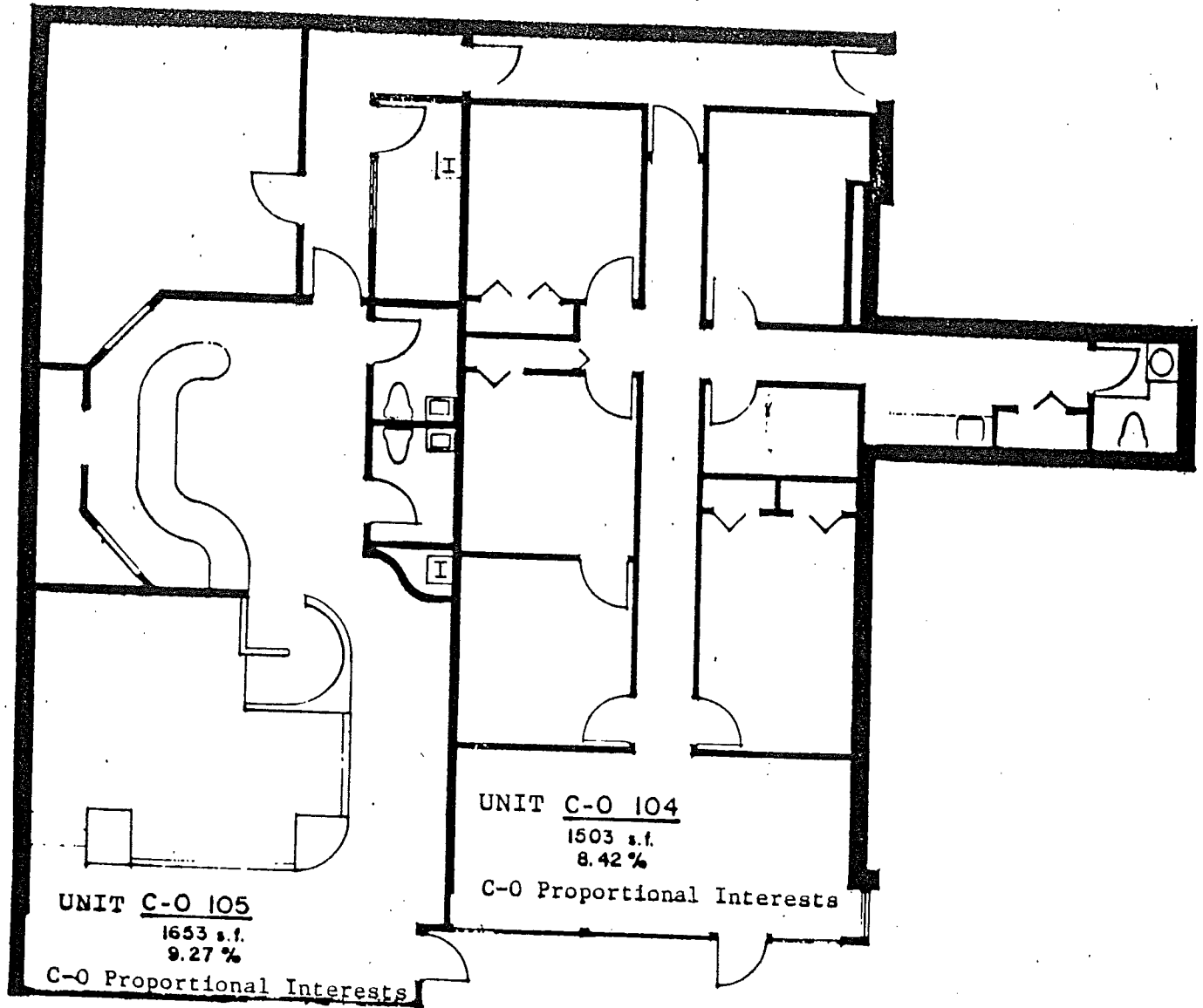
BOOK 545 PAGE 1013

ENTERED IN RECORD

'90 OCT 9 PM 2 5

HAZEL M. PETERS
RECORDER OF DEEDS
CENTRE COUNTY

FIRST FLOOR PLAN (PARTIAL)



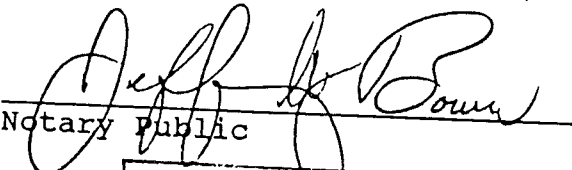
(FORMERLY UNIT C-0 102)

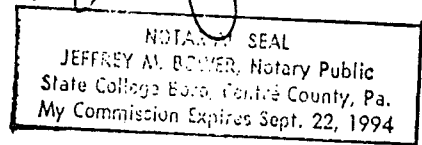
"EXHIBIT A"

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CENTRE : SS

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

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

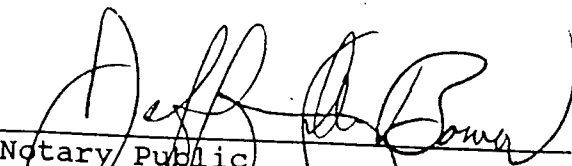

Notary Public

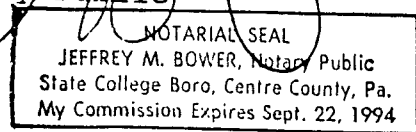


COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CENTRE : SS

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

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


Notary Public



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

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

of the Act.

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

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

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

Specifically, this Amendment is as follows:

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

"Natural gas service including propane tank service is not available to and is not permitted to be used in the Condominium, except that natural gas service including propane tank service is available to and may be used in the 112 West Foster Avenue Unit(s) only.

See Findings of Fact, Conclusions of Law and Order dated September 23, 1993 to Centre County Court of Common Pleas Civil Actions Nos. 92-2294 and 92-2471."

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

MIDTOWN SQUARE CONDOMINIUM
ASSOCIATION, INC.

Wayne Hilinski
Wayne Hilinski, Secretary

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

ENTERED FOR RECORD

95 OCT 23 PM 3:29

RECORDED
CENTRE COUNTY

Recorded in Centre County Records Office
in Rec Book 895 Page 335 This 29 Day of
Oct AD 19 96 Witness my hand & seal of
Office.

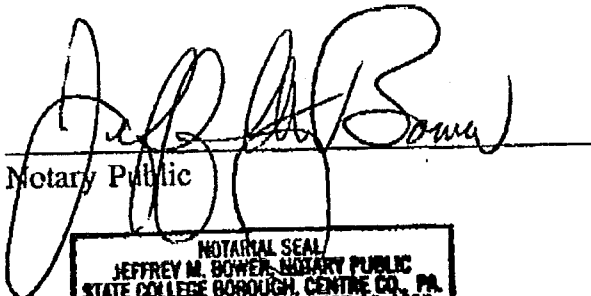
Hayel M. Peters Recorder

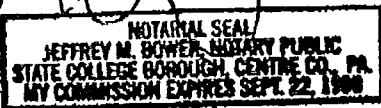
COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF CENTRE)

SS:

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

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


Notary Public



453

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

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

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

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

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

Specifically the Amendment is as follows:

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

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

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

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

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

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

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

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

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

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

"EXHIBIT E"

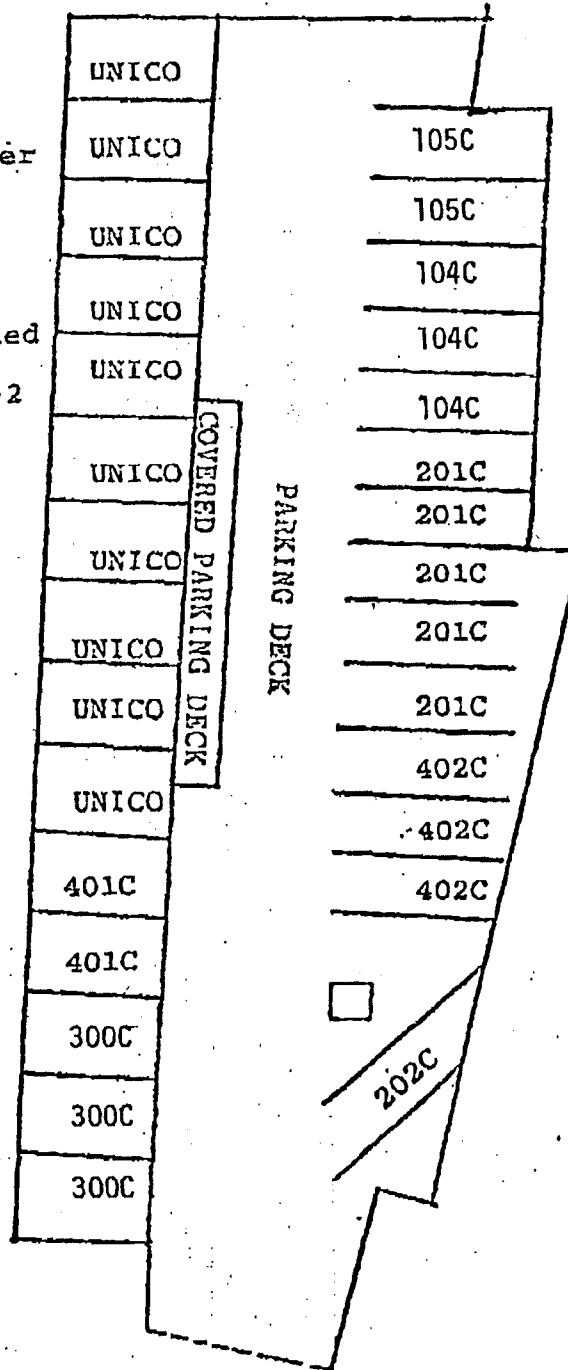
MIDTOWN SQUARE - A CONDOMINIUM
UPPER PARKING DECK PARKING ASSIGNMENTS

KEY

3 Digit Number =
Residential Unit Number

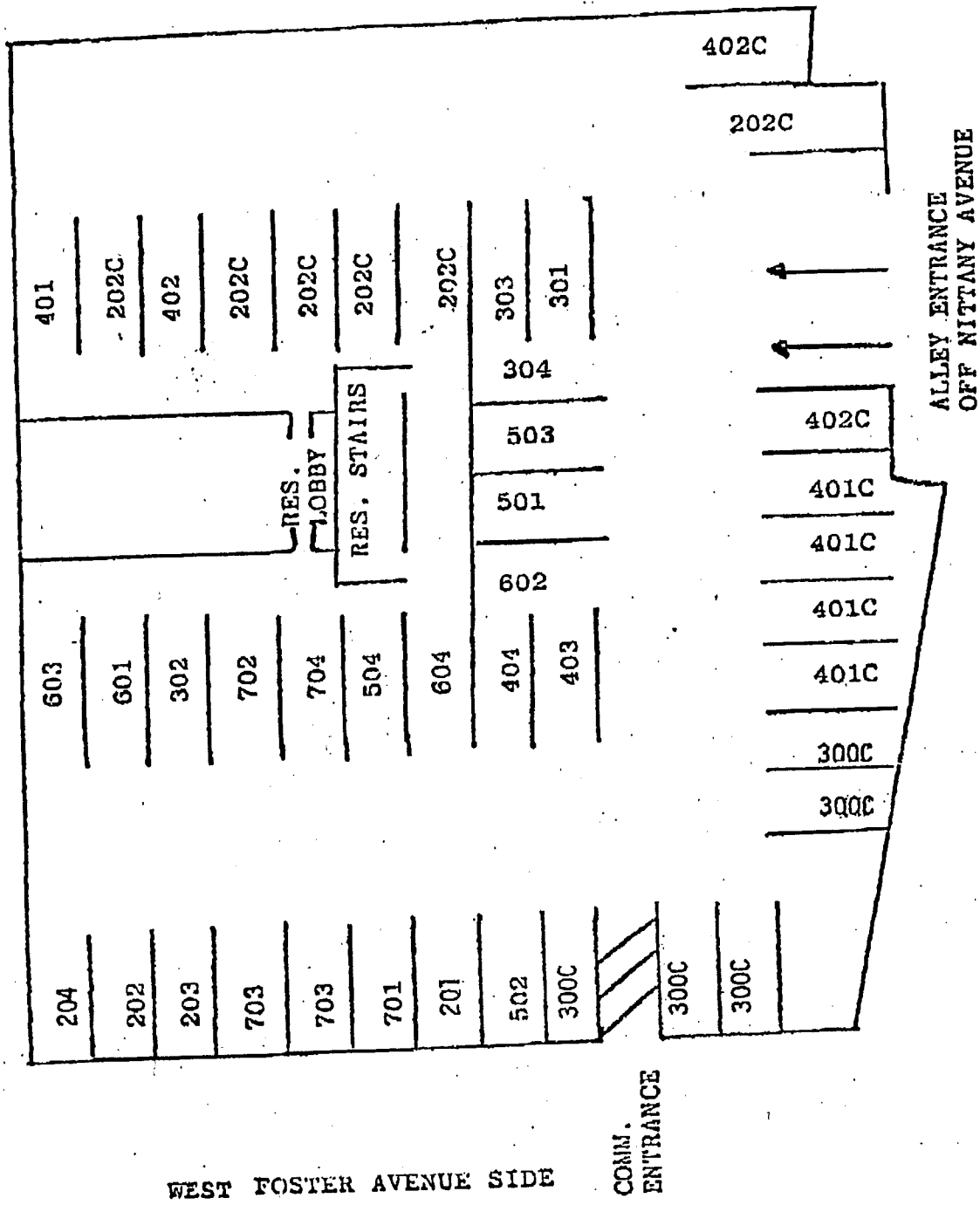
3 Digit Number + C =
Commercial-Office
Unit Number

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



WEST FOSTER AVENUE ENTRANCE

MIDTOWN SQUARE _ A CONDOMINIUM
BASEMENT PARKING ASSIGNMENTS



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

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

ATTEST:

MIDTOWN SQUARE CONDOMINIUM
ASSOCIATION, INC.

Wayne Hilinski
Wayne Hilinski, Secretary

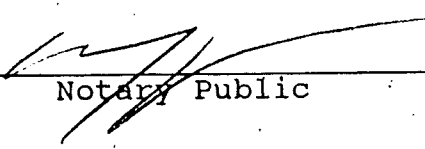
By: Hart M. Nelsen
Hart M. Nelsen, President

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

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF CENTRE)

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

Given under my hand and notarial seal
this 5 day of November, 1997.



Notary Public

NOTARIAL SEAL
ROSADELE KAUFFMAN, Notary Public
State College Area, Centre County, PA
My Commission Expires Dec. 18, 1997

97 NOV 12 AM 9:44
RECORDED
CENTRE COUNTY