O'BRIEN PLACE CONDOMINIUM ASSOCIATION

RESOLUTION

The Executive Board of O'Brien Place Condominium Association, at a duly convened meeting held on September 24, 2003, resolved to amend the Rules and Regulations of the Association. Effective immediately the said Rules and Regulations shall be amended to add the following:

1) Animals of any kind except guide dogs and fish shall be prohibited within the O'Brien Place building or otherwise upon the premises. This prohibition shall be applicable to owners, tenants, guests, invitees or other persons in any way associated with the use of the building, including individual apartments, or the premises in general. Any person who violates this provision shall be assessed $50.00 per day plus costs for each day or part of day that each animal remains on the premises.

2) No kegs or beverage containers in excess of five gallons capacity shall be permitted in the residential units or on any part of the common elements. Any person who violates this provision shall be assessed liquidated damages in the amount of $200.00 per keg per day plus costs as a special assessment. This prohibition shall be applicable to owners, tenants, guests, invitees or other persons in any way associated with the use of the building, including individual apartments, or the premises in general.

____
PRESIDENT

ATTEST: _______________________
SECRETARY

DATED: 10/7/2003

38

Recorded in the office [illegible]
of Deeds, etc [illegible] for Centre County
in Misc. Book No. 189 at page 398
1 day of May A. D. 19 86
Witness my hand and seal of office

Hazel M. Peters Deputy Recorder

ENTERED FOR RECORD
'86 MAY 1 PM 4 12
[illegible]
RECORDER OF DEEDS
CENTRE COUNTY, PA.

O'BRIEN PLACE CONDOMINIUM
AMENDMENT TO DECLARATION

AND NOW, this 30th day of April, 1986, it is hereby made public information, by the execution and recording of this Amendment to Declaration that the following facts are true, correct and approved by the Executive Board of O'Brien Place Condominium:

1) That by the authority granted in 68 Pa.C.S.A. 3215(a) and the Declaration of O'Brien Place Condominiums, Article III, the Executive Board is authorized to execute and record this Amendment;

2) That the declarant has modified, revised and changed the plat and plan of the units previously designated as Units C-101, C-102, C-103, C-104, C-105 and C-106;

3) That the revised plan, recorded with the Centre County Recorder of Deeds on April 21, 1986, at Plat Book 35, at Page 73 completely shows the details of this revision;

4) That the revised plan allows for Units C-101, C-102, C-105 and C-106, with new percentage interests of 3.19741%, 2.33972%, 3.41183% and 3.56004% respectively;

5) That the common elements and limited common elements of the O'Brien Place Condominium are unaffected by this revision;

6) That the percentage interest (and thereby the voting rights, assessment and other liabilities) of the remaining unrevised units is unchanged in any manner whatsoever;

7) That this Amendment to the Declaration of the O'Brien Place Condominium evidences the above revisions and authorizes their adoption and inclusion as a portion of the original Declaration of O'Brien Place Condominium, recorded with the Centre County Recorder of Deeds on August 13, 1985 at Centre County Miscellaneous Book Volume 182, at Page 795; and,

8) That no other portion of the above-described Declaration shall be amended in any manner, except to the limited extent that it may be inconsistent with the revised plans as recorded and this Amendment.

BEING duly authorized as set forth herein, the Executive Board of O'Brien Place Condominium hereby amends the Declaration of O'Brien Place Condominium in accordance with this document.

O'BRIEN PLACE EXECUTIVE BOARD

John McQueary, President

Mark Bigatel, Vice President

Jeanette Heiser, Secretary

O'BRIEN PLACE

EXHIBIT "C"

PERCENTAGE INTEREST

UNIT	SQUARE FEET	% INTEREST TOTAL	% INTEREST RESIDENTIAL
201	1,095.75	.0389503	4.45191
202	1,095.75	.0389503	4.45191
203	1,095.75	.0389503	4.45191
204	1,095.75	.0389503	4.45191
301	967	.0343736	3.92881
302	967	.0343736	3.92881
303	1,056	.0375373	4.29041
304	1,056	.0375373	4.29041
401	967	.0343736	3.92881
402	967	.0343736	3.92881
403	1,056	.0375373	4.29041
404	1,056	.0375373	4.29041
501	967	.0343736	3.92881
502	967	.0343736	3.92881
503	1,056	.0375373	4.29041
504	1,056	.0375373	4.29041
601	967	.0343736	3.92881
601	967	.0343736	3.92881
603	1,056	.0375373	4.29041
604	1,056	.0375373	4.29041
701	967	.0343736	3.92881
702	967	.0343736	3.92881
703	1,056	.0375373	4.29041
704	1,056	.0375373	4,29041
Sub-Total	24,613		
C101	1,434	.0509739	3.19741
C102	594	.0211147	2.33972
C105			3.41183
C106			3.56004
Total	28,132		

O'Brien Place/REAG13

At a duly constituted meeting of the O'Brien Place Condominium Association held on June 17, 1986, the following amendments to the Declaration and By-Laws of O'Brien Place by a vote of unanimous (for) to none (against).

1. Paragraph 9.1 of the Declaration is hereby deleted in its entirety and the following Paragraph 9.1 is substituted therefor:

> 9.1 Monthly Payments. All Common Expense and Limited Residential Expense assessments made in order to meet the requirements of the Association's annual budget shall be deemed to be adopted and assessed against the Residential and Commercial 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, as determined by the Executive Board. The share of Limited Commercial Expenses due from each Commercial Unit Owner shall be billed on an "as due" basis to the Commercial Owner by the executive Board.

2. Paragraph 4.3.1 of the By-Laws is hereby deleted in its entirety and the following Paragraph 4.3.1 is substituted therefor:

> 4.3.1 General Common Expenses. The Executive Board shall calculate the monthly assessments for General Common Expenses against each Unit Owner by

multiplying (a) the total amount of the estimated funds required for the operation of the Common Elements 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 or from the operation of the Common Elements to which the Common Expenses pertain, by (b) the Percentage Interest (expressed in decimal form) allocated to such Units, 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 Unit Owner's Unit as provided in the act and the Declaration.

3. Paragraph 4.3.5 of the By-Laws is hereby deleted in its entirety and the following Paragraph 4.3.5 is substituted therefor:

4.3.5 Reserves. The Executive Board shall build up and maintain reasonable reserves for working capital with respect to the Common Elements and the Limited Residential Elements. Extraordinary Common Expenses and/or Limited Residential Expenses not originally included in the annual budget which may become necessary during the fiscal year 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 and/or Limited Residential Expenses according to their respective Percentage Interests and shall be payable in one or more monthly assessments as the Executive Board may determine.

As set forth in Section 4.3.1 above. Commercial Unit Owners shall be billed for their respective shares of the Limited Commercial Expenses actually incurred on an "as due" basis.

4. Paragraph 10.1 of the By-Laws is hereby deleted in its entirety and the following Paragraph 10.1 is substituted therefor:

10.1 <u>Payment of Common Expenses, Limited Commercial Expenses and Limited Residential Expenses.</u> All Unit Owners shall be obligated to pay, on a monthly basis, the Common Expenses, and Limited Residential Expenses assessed by the Executive Board pursuant to the authority granted to the executive Board under these By-Laws. 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.

As set forth in Sections 4.3.1 and 4.3.2 above, Commercial Unit Owners shall be billed for their respective shares of the Limited Commercial Expenses actually incurred on an "as due" basis.

5. The above amendments shall be effective as of the date of this meeting.

O'Brien Place Condominium Association
By its Executive Board

John McQueary

Mark C. Bigatel

Jeannette Heiser

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

O'BRIEN PLACE

PUBLIC OFFERING STATEMENT

NAME OF CONDOMINIUM:	O'BRIEN PLACE
ADDRESS OF CONDOMINIUM:	300 South Pugh Street State College Centre County, Pennsylvania
NAME AND ADDRESS OF DECLARANT:	O'BRIEN PLACE ASSOCIATES 255 South Atherton Street State College, PA 16801
EFFECTIVE DATE OF PUBLIC OFFERING STATEMENT:	April 28, 1985

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 O'BRIEN PLACE. SINCE IT IS AN ABBREVIATED FORMAT, PROSPECTIVE PURCHASERS SHOULD ALSO REFER TO THE COMPLETE DOCUMENTS REFERRED TO IN THIS BOOKLET FOR COMPLETE INFORMATION.

WITHIN 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 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 O'Brien Place and presents additional information of interest to prospective purchasers. The other three sections include: (1) the proposed Declaration of O'Brien Place, (2) the proposed By-Laws of O'Brien Place Association and (3) the annual budget (proposed or actual as the case may be) of the O'Brien Place Associates. The Declaration and the By-Laws 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 Declarant 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 By-Laws.

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/her 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 Declarant.

O'Brien Place is being built and created by O'Brien Place Associates, a Pennsylvania partnership. The present address of the Declarant is 255 South Atherton Street, State College, PA 16801.

A Brief Description of O'Brien Place.

O'Brien Place is located in the Borough of State College, Centre County, Pennsylvania, on approximately 8,082 square feet of land at the corner of Pugh Street and Foster Avenue, approximately two (2) blocks from the Pennsylvania State University.

The building will consist of seven (7) floors, each containing approximately 5,160 square feet. The first floor level of the building will contain three commercial units and a mechanical area. The second level through seventh of the building will contain four (4) two-bedroom residential units per level for a total of twenty-four residential Units, each containing between 967 and 1,056 square feet. Each level will also contain a mechanical and storage area and will be served by an interior elevator and two interior stair wells.

Each Residential Condominium Unit will contain two bedrooms, two bathrooms, a modern kitchen with appliances, dry wall interior, carpet over flooring and central heat and air conditioning. The first floor Commercial Units will be dry walled, and have acoustic tile ceiling, tile or carpet over flooring, and electric heat and air conditioning.

Declarant's schedule for construction and completion of the building, Units and all amenities is August 1, 1985.

Declarant has 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 Declarant may not result in more than four (4) additional Units.

While levels two through seven of the building will be dedicated solely to residential use, the Condominium Documents permit the use of any residential Unit or Units to provide facilities for kidney dialysis solely to individuals residing in the building. Declarant anticipates that one or more Units will be marketed to an organization intending to provide kidney dialysis treatment to residents of the building. Declarant further anticipates 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.

Declarant has not reserved the option to withdraw withdrawable real estate from the Condominium.

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 Unit.

The By-Laws 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 By-Laws 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 By-Laws are described below, but if there is any conflict between the description contained in this 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. However, as noted above, the Condominium Documents do permit the use of any residential unit or units for the provision of Kidney dialysis treatment solely to residents of the Building. Units may be leased pursuant to a written lease, but no lease may be for a term of less than nine (9) 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. The Declarant may subdivide Units owned by it except that Declarant may not create more than four (4) additional Units as a result of such subdivision.

Commercial Units may be used for any lawful commercial purpose, subject to the restrictions contained in the Declaration, the By-Laws and 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 recreation facilities in the Property.

Unit Owners may place certain mortgages on their Units. Generally, a mortgage is permitted if it is given to the seller of the Unit, the Declarant 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 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 Declarant. New members shall be elected by the Association at its first meeting, which shall be held within sixty (60) days after 75% of the Units have been conveyed by Declarant to others or within one (1) year from the date of recording the Declaration, whichever first occurs. 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 pertaining to their Units. The Declarant will be entitled to vote all votes allocated to the Units which it owns.

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 Residential 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 Residential Unit Owner's assessment shall be in proportion to his Percentage Interest with respect to Common Expenses and Limited Residential Expenses. Assessments for Common Expenses and Limited Residential Expenses are made by the Executive Board and payable by the Residential Unit Owners. If the amount assessed and collected by the Executive Board during any year is not sufficient to cover the actual Common Expenses and Limited Residential Expenses, the Executive Board may make additional assessments for the fiscal year. Each Commercial Unit Owner shall be billed by the Executive Board for its share of Common Expenses and Limited Commercial Expenses actually incurred on an "as due" basis. 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 By-Laws, 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 expenditures 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, Declarant will not cause the Association to enter into (i) any management contract, employment contract or lease of recreational or parking areas or facilities or (ii) any other contract or lease (a) to which Declarant or an affiliate or Declarant is a party or (b) which cannot be cancelled by the Association without cause upon 90 or fewer days' notice.

Copies of any contract 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. Such budget was prepared by Declarant based upon occupancy of 24 Residential Units throughout such one year period. The budget includes a reserve for repairs and replacements. The budget provides no other reserves. The budget also sets forth the projected monthly expense assessments for each type of Unit. Declarant will pay assessments for each Unit owned by Declarant. Any expenses paid or provided by the Declarant 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 Residential Unit purchasers in the amount equal to two (2) 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"). The Condominium is subject to an easement for construction and sales activities and to correct drainage in favor of Declarant (as set forth in th 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.

Declarant 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 Declarant shall use its best efforts to obtain the standard warranty offered from the manufacturer of any Equipment, the benefits of which shall be available to and run directly to purchasers (with respect to Equipment installed in the Units) or to the Association (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 or merchantability and of fitness for a particular purpose.

All warranties relating to title to the 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 Declarant has any knowledge.

Deposits.

Any deposits made in connection with the purchaser of a Unit shall be held in an escrow account in accordance with the provisions of Section 3408 of the Act. Any such deposit will be returned to the purchaser if he 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 Unit except as provided in the Declaration or give a mortgage on his 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 capacity 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 $500,000 for death or personal injury to any one person, $1,000,000 for death or personal injury in any single occurrence and $100,000 for property damage in any single occurrence. EACH UNIT OWNER SHOULD MAINTAIN HIS OWN LIABILITY INSURANCE FOR HIS 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 By-Laws and as provided in Section 3312(g) of the Act.

Fees and Charges.

Except for the Residential Unit assessments and Commercial Unit billings referred to in the By-Laws, Declarant does not expect to cause or have any other charges imposed upon the Unit Owners for the use of Common Elements or other facilities related to the Condominium. The Executive Board may, however, impose charges for the use of the Recreation Areas upon those Unit Owners utilizing such facilities.

Reserves.

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

Completion of Improvements.

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

Structural Components, Etc.

All structural components and major utility installations in the Condominium will be new when installed and will have been constructed within six (6) months immediately preceding the date on which the Building of which they are a part is annexed to the Condominium. The useful life (based solely upon manufacturer's representations and reasonable expectations) and estimated cost of replacing such items for each Building (based upon 1985 costs) is as follows:

COMPONENT OR UTILITY INSTALLATION	USEFUL LIFE	REPLACEMENT COST FOR ENTIRE BUILDING
Roofing	20 years +	$20,000.00
Bearing Walls	150 years +	$160,000.00
Plumbing System	75 years +	$150,000.00
Electrical System	75 years +	$125,000.00
Heating, ventilation and air-conditioning	30 years +	$75,000.00

DECLARATION

O'BRIEN PLACE

A CONDOMINIUM

TABLE OF CONTENTS

DECLARATION

O'BRIEN PLACE

A CONDOMINIUM

ARTICLE I

SUBMISSION:

O'Brien Place, a Partnership ("Declarant"), owner 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 submits 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 "O'Brien Place" (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 known as the "O'Brien Place Condominium Association."

(c) "Building" means the seven (7) story structure erected on the Property located at 300 South Pugh Street, State College, Centre County, Pennsylvania as shown on the Plats and Plans, and containing the Units.

(d) "By Laws" 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 Unit" means a Unit as described herein and in the Plats and Plans to be used for commercial purposes.

(f) "Common Elements" means all portions of the Property other than the Units, the Limited Common Elements, Limited Commercial Elements and Limited Residential Elements, and shall include, but not be limited to, the foundations, structural parts, supports, main walls, roof, roof decks, side walks, refuse dumpster, planters and landscaping.

(g) "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 Expenses, Limited Residential Expenses, and shall include, but not be limited to refuse removal, grounds keeping and maintenance repair and replacement of Common Elements.

(h) "Common Expense Liability" means the liability for Common Expenses allocated to each Unit in accordance with its respective Percentage Interest.

(i) "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.

(j) "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 Unit, and being entitled to an exclusive easement for the use of the Limited Common Elements appurtenant to his 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.

(k) "Condominium Documents" means the Declaration of Condominium, the By-Laws, 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.

(l) "Executive Board" means the board of natural individuals of the number stated in the By-Laws who are residents of the Commonwealth of Pennsylvania and, except for the initial Executive Board, the majority of which 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.

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

(n) "Limited Commercial Elements" means all portions of the Property allocated for the exclusive use of the commercial Units.

(o) "Limited Commercial Expense" means the expenses, charges and fees associated with the maintenance, repair and replacement of Limited Commercial Elements.

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

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

(r) "Limited Common Elements" means those portions of the Common Elements allocated to the exclusive use of a Unit 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(2) of the Act.

(s) "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.

(t) "Limited Residential Elements" means all portions of the Property allocated for the exclusive use of the Residential Units including, but not limited to, the elevator, stair wells, hallways and all access routes to the Residential Units.

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

(v) "Limited Residential Expense Liability" means the liability for Limited Residential Expenses allocated to each Residential Unit in accordance with its respective Percentage Interest.

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

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

(y) "Percentage Interest" means the undivided ownership interest appurtenant to each Unit in the Common Elements and Limited Commercial Elements or Limited Residential Elements as set forth in Exhibit "C" attached; share of all votes of the Unit Owners and share of Common Expense Liability and Limited Commercial Expense Liability or Limited Residential Expense Liability and respective surpluses.

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

(aa) "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.

(bb) "Property" means and includes the Land, the Building, all improvements thereon [redacted] and all easements, rights and appurtenances belonging thereto and as further described in Article I of this Declaration.

(cc) "Resident" means any occupant of a Unit either residing on the Property or occupying a Unit under written lease from a Unit Owner.

(dd) "Residential Unit" means a Unit as described herein to be used for residential purposes or for such other purposes as permitted in Section 7.01 hereof, and further described in the plats and plans as to be used for residential and related purposes.

(ee) "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.

(ff) "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 Common Elements 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, 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.

(gg) "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.

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

ARTICLE III

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

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 units.

For ease of identification, the Identifying Number of each commercial Unit begins with the letter "C" and each residential Unit with the letter "R". The Percentage Interest shall determine the portion of the votes in the Association and the share of Common Expense Liability and Limited Commercial Expense Liability or Limited Residential Expense Liability and respective surpluses 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 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.

3.2 Unit Boundaries. Each Residential and Commercial Unit consists of the space within the following boundaries:

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

(1) Upper Boundary: The horizontal plane of the 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.

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 Elements and Limited Residential Elements shall be maintained and repaired by each Unit Owner and by the Association in accordance with the provisions of Sections 3307, 3208 and 3314 of the Act, except as expressly set forth to the contrary herein.

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 7.1(h) of this Declaration and Sections 7.6 and Article 13 of the Bylaws and the Rules and Regulations of the Executive Board. Subdivision or conversion of Units by the Declarant pursuant to Section 3215(a) of the Act may not result in more than four (4) additional Units. Declarant expressly reserves the option to convert any or all of the Commercial Units to Residential Units or subdivide any or all said Commercial Units into two (2) or more Units, Common Elements, or a combination of Units and Common Elements.

ARTICLE IV

ALLOCATION OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

4.1 Designation of Limited Common Elements. Declarant reserve the right to allocate portions of the Property such as parking or storage spaces 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 be to Units owned by Declarant.

4.2 Designation of Reserved Common Elements. Reserved Common Elements are those parts of the Common Elements which the Executive Board may designate from time to time for use by less than all of the Unit Owners or by 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

EASEMENTS

5.1 Declarant's Use for Sales and Commercial Purposes. Declarant 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. Declarant shall have the right to maintain commercial space on the first level on the Building.

5.2 Utility Easements. The Units and Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created in this Section 5.2 shall include, without limitation, rights of Declarant, or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wires, conduits and equipment and ducts and vents over, under, through, along and on the Units, Common Elements, Limited Common Elements, Limited Commercial Elements and Limited Residential Elements. Notwithstanding the foregoing provisions of this Section 5.2, unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement 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 Declarant, or so as not to materially interfere with the use or occupancy of the Unit by its occupants.

5.3 Declarant's Easement to Correct Drainage. Declarant reserves an easement on, over and under those portions of the Common Elements not located within the Building for the purpose of maintaining and correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created by this Section 5.3 expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, or to take any other action reasonably necessary to achieve this purpose, following which the Declarant shall restore the affected property as closely to its original condition as practicable.

ARTICLE VI

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 VII

USE, PURPOSES AND RESTRICTIONS

7.1 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 and Limited Residential Elements are intended shall be in accordance with the following provisions:

(a) Except as expressly set forth herein, each Residential Unit or two or more adjoining Residential Units used together shall be used as a residence. The number of persons occupying any Unit shall not exceed the maximum number of occupants permitted under applicable laws or local ordinances. Notwithstanding the foregoing, any Residential Unit or two or more Residential Units combined may be used to provide facilities for kidney dialysis solely to Residents of the Building. Except as set forth herein, no industry, business, trade or profession of any kind be it commercial, religious, educational or otherwise may be conducted, maintained or permitted in the Residential Units.

(b) Commercial Units may be used for any lawful commercial purpose, subject to the restrictions contained in this Declaration, the By-Laws and the rules and regulations of the Executive Board. No use of 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. With the exception of the trash bins made available for the disposal of refuse, no refuse shall be permitted in the Common Elements, Limited Common Elements, Limited Commercial Elements or Limited Residential Elements. There shall be no obstruction of the Common Elements, Limited Common Elements, Limited Commercial Elements, or Limited Residential Elements nor shall anything be stored in those areas without the prior written consent of the Executive Board except as herein expressly provided.

(e) Displays, Hanging Objects. 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 an 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 Declarant shall have the irrevocable right to display signs pertaining to the sale of the Units within or on the outside of the Building, and this right shall be not subject to amendment or modification by the Unit Owners.

(f) No animals, or pets including without limitation, rabbits, livestock, fowls, dogs, cats or any other animal domestic or otherwise, shall be raised, bred or kept in a Unit or in the Common Elements or elsewhere on the Property.

(g) 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.

(h) 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. Additionally, all requirements set forth in Sections 3213 and 3215 of the Act and in Section 7.6 and Article 13 of the By-Laws and the Rules and Regulations of the Executive Board must be satisfied.

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 appurtaining to any such combined Units shall be the sum of the percentages of the individual Units so combined;

All work done in 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 on the other Units by the Unit Owners or Residents; and

Provided the conditions of this Article VII 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.

(i) Exposure of Objects. No clothing, sheets, blankets, articles of any kind or any other articles may be hung or exposed in or on any part of the Common Elements, Limited Common Elements, Limited Commercial Elements, or Limited Residential Elements.

(j) Draperies. Draperies, blinds, or curtains must be installed by each Unit Owner on all windows of his Unit and must be maintained in said windows at all times. The draperies, blinds and curtains in windows must at a minimum include a white backing or lining and be subject to the rules and regulations as promulgated in the By-Laws and by the Executive Board.

(k) 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, trailers, boats, dump trucks or heavy commercial vehicles may be parked or stored in parking areas.

(l) 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 this Declaration, the By-Laws 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 By-Laws and the rules and regulations promulgated by the Executive Board; any Unit Owner determined to be in violation of this Declaration, the By-Laws 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 th Executive Board is entitled to enforce collections of Common Expense.

(m) Use of Common Elements. The Common Elements shall be used only for the furnishing of the services of facilities for which they are reasonably suited and which are incidents of the use and occupancy of the Units.

(n) Reserve Funds. The Executive Board shall have the power to create contingency reserve funds which funds shall be used for the benefit of Residential Unit Owners only, and to assess the Residential Unit Owners for contributions to the contingency reserve funds in accordance with their percentage of ownership of the Common Elements.

ARTICLE VIII

LEASING

A Unit Owner may lease his Unit (but not less than his 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 nine (9) months;

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

(c) 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.

(d) No animals or pets will be permitted to any lessee.

(e) Residential Units shall be occupied by no more than the maximum number of persons permitted under law; and the right 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, By-Laws 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.

ARTICLE IX

BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT

9.1 Monthly Payments. All Common Expense, and Limited Residential Expense assessments made in order to meet the requirements of the Association's annual budget shall be deemed to be adopted and assessed against the Residential 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, as determined by the Executive Board. The share of Common Expenses due from each Commercial Unit Owner shall be billed on an "as due" basis to the Commercial Unit Owner by the Executive Board.

9.2 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) (1), (11) and

(12) of the Act, shall be subordinate to the lien of a Permitted Mortgage on a Unit.

ARTICLE X

RIGHTS OF PERMITTED MORTGAGES

10.1 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 repair 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;

10.2 Content of Request. 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.

10.3 Non-Compliance. 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 XI

DECLARANT'S RIGHTS

Until the first meeting of the Association which shall be held within sixty (60) days after conveyance of seventy-five (75%) percent of the units to Unit Owners other than Declarant, or one (1) year after the recording of this Declaration, whichever shall first occur, Declarant shall have the right to appoint any and all officers and members of the Executive Board.

ARTICLE XII

LIMITATION OF LIABILITY

12.1 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.

12.2 Indemnification. Each member of the Executive Board, in his capacity as an Executive Board members, 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 members 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 has no reasonable cause to believe his conduct was unlawful. The indemnification by the Unit Owners set forth in this Section 12.2 shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such. 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.

12.3 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 O'Brien Place, has caused its name to be signed to these presents by its general partners on this ___ day of _________, 1985.

O'BRIEN PLACE

by: ____________________________
Edward J. Lauth, III, Partner

by: ____________________________
Donald E. Coyne, Partner

O'Brien Place

Exhibit "C"

Percentage Interest

UNIT	SQUARE FEET	% INTEREST TOTAL	% INTEREST RESIDENTIAL
201	1,095.75	.0389503	~~.0445191~~
202	1,095.75	.0389503	~~.0445191~~
203	1,095.75	.0389503	~~.0445191~~
204	1,095.75	.0389503	~~.0445191~~
301	967	.0343736	.0392881
302	967	.0343736	.0392881
303	1,056	.0375373	.0429041
304	1,056	.0375373	.0429041
401	967	.0343736	.0392881
402	967	.0343736	.0392881
403	1,056	.0375373	.0429041
404	1,056	.0375373	.0429041
501	967	.0343736	.0392881
502	967	.0343736	.0392881
503	1,056	.0375373	.0429041
504	1,056	.0375373	.0429041
601	967	.0343736	.0392881
602	967	.0343736	.0392881
603	1,056	.0375373	.0429041
604	1,056	.0375373	.0429041
701	967	.0343736	.0392881
702	967	.0343736	.0392881
703	1,056	.0375373	.0429041
704	1,056	.0375373	.0429041
Sub-Total	24,613		
C101	1,434	.0509739	
C102	(594)	.0211147	
C103	1,491	.0530001	
TOTAL	28,132	.9999989	.9999984

Check addendum Book 189 P. 398

BY-LAWS OF

O'BRIEN PLACE

A CONDOMINIUM

TABLE OF CONTENTS

BYLAWS

OF

O'BRIEN PLACE 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 Act with respect to the Condominium created by the recording of the Declaration in and among land records of the Office of the 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 form time to time by the Executive Board.

ARTICLE II

EXECUTIVE BOARD

2.1 Number and Qualifications. The affairs of O'Brien Place 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 from time to time by the Declarant. The initial Executive Board members shall be Edward Lauth, President, John McCreary, Secretary, and Robert Fleck, Treasurer, who shall serve until (a) the first meeting of the Association which shall be held within 60 days after 75% of the Units have been sold by the Declarant of the Condominium and shall have been paid for and title closed or (b) until one year after the date of the recording of the Declaration, whichever shall first occur, and thereafter until their successors shall have been elected by the Association. Thereafter, the Executive Board shall be composed of three (3) persons, all of whom shall be Unit Owners. 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 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 Elements and Limited Residential Elements.

(b) Determination of the Common Expenses, Limited Commercial Expenses and Limited Residential 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 as to whether any charge or expense applies against the Unit Owner rather than the Common Elements, and such determination shall be final, conclusive and binding.

(c) Collection of Common Expenses, Limited Commercial Expenses and Limited Residential Expenses from the Unit Owners, including, without limitation, an amount for working capital of the Condominium, for a general operating reserve, for a reserve fund for replacements, 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 Elements and Limited Residential Elements.

(e) 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 standards governing draperies, blinds and curtains on the windows.

(f) 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 By-Laws 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 By-Laws, and the rules and regulations promulgated by the Executive Board. Any Unit Owner determined to be in violation of the Declaration, the By-Laws 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 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 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 storage areas.

2.3 <u>Election and Term of office.</u> The election of the Executive Board and the terms of office of the Executive Board Members shall be in accordance with the following:

(a) The first meeting of the Association shall be held on call by the Executive Board no more than (i) sixty (60) days after 75% of the Units have been sold, paid for and title closed, or (ii) no later than one (1) year after the date of the recording of the Declaration, whichever shall first occur. Said meeting shall be considered to be the first annual meeting of the Association.

(b) When the term of the appointed Executive Board members has passed in accordance with the provisions of Article II, Section 2.1 of these By-Laws, three (3) members of the Executive Committee shall be elected by the Unit Owners. All members shall be elected for one year terms. At each subsequent annual meeting of the Association three (3) directors shall be elected for one year terms. The members of the Executive Board shall hold office until their respective successors have been elected by the Unit Owners. The Executive Board members appointed by the Declarant and any replacement or substitute members appointed by the Declarant, at its discretion, shall serve until the election has taken place at the first annual meeting. Cumulative voting shall be utilized in all such elections.

(c) At any vote for membership on the Executive Board, each Unit Owner, including the Declarant, to the extent that the Declarant is still a Unit Owner, shall vote for each position to be filled in accordance with the provisions of Article III of these By-Laws. 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 all Unit Owners, and a successor may then and there 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 Declarant under Article II, Sections 2.1 and 2.3 herein and Section 11.1 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 is filling or until his 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 at least ten (10) calendar 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, 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 of 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 but may be appointed by 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 decide 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 purpose.

(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 of 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 Act, the Declaration and these By-Laws. The Association shall have the responsibility of administering the Condominium, establishing the means and methods of collecting assessments and charges, arranging for the management of the Condominium and performing all of the other acts that may be required or permitted to be performed by the Association pursuant to the Act, the Declaration and these By-Laws. The foregoing responsibilities shall be performed by the Executive Board as more particularly set forth in these By-Laws.

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.

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 1/3% of all interests in the Common Elements. The Notice of any special meeting shall state the time and place of such meeting and the purpose thereof. 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 even but not more than twenty 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 mailed to or 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 owing more than one-half (½) 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.

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 3.4 of Article III of these By-Laws 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 and officers.

(e) Receiving reports of committees.

(f) Election of inspector of elections, if necessary.

(g) Election of directors, 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, Schedule B; the total number of votes assigned to all Unit Owners shall be approximately 100. However, a Unit Owner may not split the votes allocated to his 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 Corporation Unit Owners. Duly authorized officers of corporate Unit Owners shall be entitled to vote.

3.10 Majority of Votes. A vote of a majority of the Unit Owners 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 By-Laws, or by law, a higher percentage of votes is required. A vote of a Majority of the Unit Owners for the purposes of this Section is to be determined in the manner set forth in Article II of the Declaration.

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 Annual Budget. On or before the first day of November of each year (or sixty days before the beginning of the fiscal year if the fiscal year is other than the calendar year), the Executive Board shall adopt an annual budget for the Association containing an estimate of the total amount considered necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Elements, Limited Commercial Elements and Limited Residential Elements including the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses, Limited Commercial Expenses or Limited Residential Expenses by the Act, the Declaration, these By-Laws 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 Inspection. On or before the next succeeding fifth day of November or fifty-five 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 Non-Compliance. 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 and Limited Commercial Expenses.

4.3.1 General Common Expenses. The Executive Board shall calculate the monthly assessments for General Common Expenses against each Residential Unit Owner by multiplying (a) the total amount of the estimated funds required for the operation of the Common Elements 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 or from the operation of the Common Elements to which the Common Expenses pertain, by (b) the Percentage Interest (expressed in decimal form) allocated to such Residential 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 Residential 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 Residential Unit Owner's Unit as provided in the act and the Declaration.

Each Commercial Unit Owner shall be billed by the Executive Board for its share of the Common Expenses actually incurred on an "as due" basis. A Commercial Unit Owner's share of the Common Expenses shall be determined by multiplying the Common Expenses actually incurred by the Percentage Interest (expressed in decimal form) allocated to the Commercial Unit. Payment shall be due thirty (30) days after the bill is deposited in the mail properly addressed to the Commercial Unit Owner and shall be a lien against the Commercial Unit Owner's Unit as provided in the Act and the Declaration.

4.3.2 Limited Commercial Expenses. Each Commercial Unit Owner shall be billed by the Executive Board for its share of the Limited Commercial Expenses actually incurred on an "as due" basis. A Commercial Unit Owner's share of the Limited Commercial Expenses shall be determined by multiplying the Limited Commercial Expenses actually incurred by the share of the Percentage Interest allocated to such Commercial Unit (expressed in decimal form) of such expenses as it relates to the Percentage Interest of all Commercial Units. Payment shall be due thirty (30) days after the bill is deposited in the mail properly addressed to the Commercial Unit Owner and shall be a lien against the Commercial Unit Owner's Unit as provided in the Act and the Declaration.

4.3.3 Limited Residential Expenses. The Executive Board shall calculate the monthly assessments for Limited Residential Expenses against each Residential Unit Owner by multiplying (a) the total amount of the estimated funds required for the operation of the Limited Residential Elements 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 the Limited Residential Expenses Assessments or from the operation of the Limited Residential Elements to which the Limited Residential Expenses pertain, by (b) the Percentage Interest allocated to such Residential Unit (expressed in decimal form) divided by the Percentage Interests of all Residential Units, and dividing the resultant product by (c) the number of calendar months in the fiscal year. Such assessments shall be deemed to have been adopted and assessed on a monthly basis and not 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 Residential Unit Owner's Unit as provided in the Act and the Declaration.

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

As set forth in Section 4.3.1 above, Commercial Unit Owners shall be billed for their respective shares of the Common Expenses or Limited Commercial Expenses actually incurred on an "as due" basis.

4.3.5 Reserves. The Executive Board shall build up and maintain reasonable reserves for working capital with respect to the Common Elements and the Limited Residential Elements. Extraordinary Common Expenses and/or Limited Residential Expenses not originally included in the annual budget which may become necessary during the fiscal year 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 Residential Unit Owners for the Common Expenses and/or Limited Residential Expenses according to their respective Percentage Interests and shall be payable in one or more monthly assessments as the Executive Board may determine.

As set forth in Section 4.3.1 above, Commercial Unit Owners shall be billed for their respective shares of the Common Expenses actually incurred on an "as due" basis.

4.4 Further Assessments. The Executive Board shall serve notice on all Residential Unit Owners of any further assessments pursuant to Sections 4.3.1, 4.3.2, 4.3.3, 4.3.4 or 4.3.5 or otherwise as permitted or required by the Act, the Declaration and these By-Laws 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 days after the delivery of such notice of further assessments. All Residential Unit Owners so assessed shall be obligated to pay the amount of such monthly assessments. Such assessments shall be lien as of the effective date as set forth in the preceding Sections 4.3.1, 4.3.2, 4.3.3, 4.3.4 and 4.3.5

4.5 Initial Budget. At or prior to the time assessment of Common Expenses, and Limited Residential 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 Residential 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 Residential 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 expenditures 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 all Unit Owners entitled to cast at least two-thirds 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 By-Laws to (i) incur expenses which would cause the aggregate amount of all expenses in the budget to be exceeded by more than 5% 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 5% of such aggregate amount.

4.9 <u>Payment of Common Expenses, Limited Commercial Expenses and Limited Residential Expenses.</u> 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 contribution toward such Expenses by waiver of the use or enjoyment of any of the Common Elements, Limited Commercial Elements or Limited Residential Elements or by abandonment of his Unit. No Unit Owner shall be liable for the payment of any part of the Expenses assessed or billed against his Unit subsequent to the date of recordation of a conveyance by him in fee of such Unit. The purchaser of a Unit shall be jointly and severally liable with the selling Unit Owner for all unpaid assessments 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 or billings against the selling Unit Owner within five days following a written request therefor to the Executive Board or managing Agent; and provided further that subject to Section 3315(b)(2) of the Act, each record holder of a mortgage on a Unit who comes into possession of a Unit by virtue of foreclosure or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the Unit free of any claims for unpaid assessments, billings or charges against such Unit which accrue prior to the time such holder comes into possession thereof, except for claims for a pro rata share of such assessments, billings or charges resulting from a pro rate reallocation of such assessments, billings or charges to all Units including the mortgaged 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 days from the date for payment thereof. Any assessment or bill not paid within five days after its due date shall accrue a late charge in the amount of 5% of the overdue assessment or bill in addition to interest at the rate of 15% per annum or such other rate as may 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 Expenses and Limited Residential Expenses due from such Unit Owner. The Executive Board may impose a reasonable charge for the preparation of such statement to cover the cost of its preparation, to the extent permitted by the Act.

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 By-Laws, 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 entitled 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 right of subrogation.

(b) Costs and Attorney's Fees. In an 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 By-Laws, the Executive Board Rules and Regulations or the Act shall not constitute a waiver of the right of the Association, the Executive Board or the Unit Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association, the Executive Board or any Unit Owner pursuant to any term, provision, covenant or condition of the Declaration, these By-Laws, the Rules and Regulations or the Act shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other privileges as may be granted to such party by the Declaration, these By-Laws, the Rules and Regulations or the 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 By-Law contained herein or the breach of any provision of the Declaration or the Act shall give the Executive Board the right, in addition to any other rights: (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 Amendment by By-Laws. These By-Laws may be modified or amended only by vote or Unit Owners entitled to cast a majority of the votes in the Association, except as otherwise expressly set forth herein or in the Act; provided, however, that until the date on which all Declarant-appointed Board members voluntarily resign or are required to resign pursuant to provisions of the Declaration or these By-Laws these By-Laws may not be amended without the consent in writing of Declarant. Additionally, if any amendment is necessary in the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provision of these By-Laws 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 affect 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 By-Laws contain provisions concerning various rights and interests of record holders of mortgages on Units. Such provisions in these By-Laws 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 By-Laws 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 of 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 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 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 Elements or Limited Residential 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 Expense or Limited Residential 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 fixtures affecting of serving other Units, the Common Elements or the Limited Residential Elements, or Limited Commercial 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 Building, shall be entitled to reasonable access to the individual Units as may be required in connection with the maintenance, repairs, or replacements of or to the Common Elements, Limited Common Elements, Limited Commercial Elements or Limited Residential Elements or any equipment, facilities or fixtures affecting or serving other Units or the Common Elements, Limited Common Elements, Limited Commercial Elements or Limited Residential 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 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 Unit, and such Unit Owner shall maintain the interior surfaces in good condition at his 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 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. The use of any the covering of the interior surfaces of such windows, whether by draperies, shades or other items visible on the exterior of the

Building, shall be subject to the control of the Executive Board in accordance with Article II, Section 2.2(e) of these By-Laws. 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 Limited Common Elements or Limited Residential Elements or Limited Commercial Element or Common 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 alternations, 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 unreasonably withheld; (b) Any Unit Owner causing work to be done and his 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) Claims under Worker's 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 employees;

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

(iv) Claims from 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 VII 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 7.1(h) of the Declaration and Article 13 of these By-Laws.

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 mortgagee, if any. In the event the net proceeds of such insurance do not exceed One Hundred Thousand ($100,000.00) Dollars, 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 ($100,000.00) Dollars, 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 liability 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 ($500,000.00) Dollars for death or personal injury to any one person, One Million ($1,000,000.00) Dollars, for death or person injury in any single occurrence, and at least One Hundred Thousand ($100,000.00) Dollars, for property damage resulting from each occurrence. The scope and amount of coverage of all liability insurance policies shall be reviewed at least once each year by the Executive Board and may be increased in 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 mortgagees.

(d) Each Unit Owner may maintain additional insurance at his 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 to his Unit or Limited Common Elements, the value of which is in excess of One Thousand and 00/100 ($1,000.00) Dollars.

(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, and 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 Unit which he desires to restore beyond such condition. If any changes are made in the basic construction of any restored Unit, the Limited Residential or Limited Commercial Elements, or Common 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 case seventy-five percent (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 (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 to, or destruction of part of 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 Elements or Limited Residential 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 Expenses and Limited Residential Expenses. All Residential Unit Owners shall be obligated to pay, on a monthly basis, the Common Expenses, and Limited Residential Expenses assessed by the Executive Board pursuant to the authority granted to the Executive Board under these By-Laws. 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.

As set forth in Sections 4.3.1 and 4.3.2 above, Commercial Unit Owners shall be billed for their respective shares of the Common Expenses and Limited Commercial Expenses actually incurred on an "as due" basis.

10.2 Collection of Assessments. The Executive Board shall take prompt action to collect any Common Expenses, Limited Commercial Expenses or Limited Residential 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 (5) days after its due date shall accrue a late charge in the amount of 5% of the amount overdue in addition to interest at the rate of fifteen (15%) percent per annum or such other rate as may be determined by the Executive Board, together with all expenses including reasonable attorney's fees incurred in connecting 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 - STORAGE - LIMITED COMMON ELEMENTS

11.1 One storage area shall be assigned for the exclusive use of each Residential Unit Owner, as to be determined by the Declarant. The storage area 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 storage area 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 The parking spaces off of Bird Alley shall be assigned to and among the Commercial Unit owners, as to be determined by Declarant. 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 Unit. Any repairs, replacement or maintenance to or with respect to such parking spaces shall be a Limited Commercial Expense except those caused by the sole negligence of a Commercial 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.

ARTICLE XII

ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY THE EXECUTIVE BOARD

12.1 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 Unit Owners present and voting at a meeting 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 part thereof, the Executive Board may expend sums not in excess of Ten Thousand ($10,000.00) Dollars to protect the Building or a part thereof and the judgment of the Executive Board shall be final, conclusive and binding.

12.2 Limited Commercial Element. Whenever, in the judgment of the Executive Board, Limited Commercial 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 Commercial Unit Owners present and voting at a meeting at which a quorum is present. When said approval has been obtained, all Commercial Unit Owners shall be liable for the cost thereof as a Limited Commercial Expense. In the event of any emergency which could cause damage to the Building or part thereof, the Executive Board may expend sums not in excess of Ten Thousand ($10,000.00) Dollars to protect the Building or a part thereof and the judgment of the Executive Board shall be final, conclusive and binding.

12.3 Limited Residential Common 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 Residential Unit Owners present and voting at a meeting 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 part thereof, the Executive Board may expend sums not in excess of Ten Thousand ($10,000.00) Dollars to protect the Building or part thereof and the judgment of the Executive Board shall be final, conclusive and binding.

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 provided in the

Declaration. The Unit Owner shall also comply with the additional requirements set forth in detail in Section 7.6 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 Unit and threatening another Unit or Common Element, Limited Commercial Element or Limited Residential Element or for the purpose of performing necessary installations, alterations or repairs to the utility or mechanical services in his 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.

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 hearting of water for use in each Unit.

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

Water consumed in each Residential Unit will be billed to the Association and treated as a Limited Residential Expense. Notwithstanding the foregoing, with regards to any Unit(s) used for kidney dialysis treatment, the Association shall have the right to require the Owner of such unit to install, at such Owner's expense, individual water meters for such Unit(s) in which event all water consumer in such Unit(s) will be billed directly to the Unit Owner. Water consumed for the purposes of the Common Elements shall be billed to the Association and shall be treated as Limited Residential Expenses. The Commercial Units 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 Associated and treated as a Limited Residential Expense.

ARTICLE XVI

MISCELLANEOUS

16.1 Notices. All notices, demands, bills, statements or other communications under these By-Laws 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 designated 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 wiring 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 By-Laws or the intent of any provision thereof.

16.3 Gender. The use of the masculine gender in these By-Laws shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

16.4 Severability. If any provisions of the By-Laws of O'Brien Place, 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 By-Laws and the application of any such provision, section, sentence, clause, phrase or work in other circumstances shall not be affected thereby.

16.5 Effective Date. The Code of Regulations shall become effective immediately.

Established and adopted by the First Members of the Executive Board this ___ day of __________, 1985.

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EXHIBIT "A"

ALL that certain messuage, tenement and tract of land situate, lying and being in the Borough of State College, County of Centre and State of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at an iron pin located at or near the Southwesterly corner of the intersection of East Foster Avenue and South Pugh Street; thence along East Foster Avenue and South Pugh Street; thence along East Foster Avenue South 45° 27' West, 80 feet to an iron pin; thence South 57° East 117.2 feet to the Northerly boundary of Bird Alley; thence North 33° East along the Northerly boundary of Bird Alley 78.12 feet to an iron pin at the line of South Pugh Street; thence along the Westerly boundary of South Pugh Street North 57° West 100 feet to the place of beginning.

EXHIBIT "D"

O'BRIEN PLACE

ASSOCIATION BUDGET 1985-1986

	ITEM	AMOUNT	PERCENTAGE	
* 1.	Buiding Insurance	$ 3,000	17%	2492.
2.	Electricity	1,500	8%	6000.
3.	Refuse	800	4%	800.
4.	Water/Sewer	2,400	13%	2400
5.	Elevator	2,200	12%	2200
6.	Repairs & Maintenance	2,500	13%	2500
* 7.	Landscpaing & Snow Removal	1,000	5%	1000
8.	Replacement/Reserve	2,500	13%	2500
* 9.	Legal/Accounting	1,800	10%	1000
10.	Miscellaneous	1,000	5%	2820
				2040
	TOTAL	$18,700	100%	25,352
	Less: COMMERCIAL ADJUSTMENT	(-726)		22.
		$17,974		

*BILLING TO COMMERCIAL OWNER
(Estimated Commercial Billing Amount is $726.00)