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029298
Michele M. Mustello
RECORDER OF DEEDS



I hereby CERTIFY
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of Butler County,
Pennsylvania

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DECLARATION OF CONDOMINIUM

Michele M. Mustello
Michele M. Mustello - Recorder of Deeds

ADAMS RIDGE CONDOMINIUM, A CONDOMINIUM

This is the Declaration of **ADAMS RIDGE CONDOMINIUM, A CONDOMINIUM** (hereinafter "Condominium") made on or as of December 6 12, 1996, pursuant to the provisions of the Uniform Condominium Act, 68 Pa. C.S.A. §3101 et seq. (hereinafter the "Condominium Act").

RECITALS

A. **ADAMS RIDGE, INC.**, a Pennsylvania corporation, (hereinafter "Declarant") is the Developer of all of the real property located in Adams Township, Butler County, Pennsylvania, described in Exhibit "A" (hereinafter "the Property") and the improvements thereon and appurtenances thereto. The Declarant has fee simple title to the Property to be known as Adams Ridge Condominium, a Condominium.

B. The Declarant desires to create on the Property a site of individually owned units, and commonly owned areas and facilities, and to this end to submit this property to condominium ownership under the Condominium Act and does hereby submit the Property, including all easements, rights and appurtenances belonging thereto under the Buildings and improvements to be erected thereon under the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S.A. Section 3101 et seq. (the "Condominium Act") and hereby creates with respect to the Property a condominium to be known as Adams Ridge Condominium, a Condominium.

DEFINITIONS

The terms used in this document shall have these meanings, unless the context requires otherwise:

1. "Articles" and "Articles of Incorporation" mean the articles, filed with the Secretary of the Commonwealth of Pennsylvania incorporating **ADAMS RIDGE CONDOMINIUM**

ASSOCIATION, INC. (hereinafter "the Association") as a non-profit corporation under the provisions of the Pennsylvania Business Corporation Laws as the same may be lawfully amended from time to time.

2. "Members of the Board" mean those persons who, as a group, serve as the Executive Board of the Association and are also one and the same as the Executive Board of the Condominium established for the Condominium under the Condominium Act.

3. "By-laws" mean the by-laws of the Association, as the same may be lawfully amended from time to time, created under and pursuant to the Condominium Act for the Condominium, and which also serve as the code of regulations of the Association under and pursuant to the provisions of the Pennsylvania Business Corporation Law. A true copy of the By-Laws is attached hereto and made a part hereof as Exhibit "E".

4. "Common Areas" means all of the Condominium property, except that portion described in this Declaration as constituting a unit or units, and shall be the Common Elements as defined under the Condominium Act.

5. "Condominium" and "Adams Ridge Condominium", mean the Condominium property created under and pursuant to the Condominium Act.

6. "Condominium instruments" means this Declaration, the By-Laws, the Declaration Plan, and all other documents, contracts or instruments establishing ownership of or exerting control over the condominium property or unit.

7. "Condominium organizational documents" means the Articles, the By-Laws, the Drawings, and this Declaration, as the same may lawfully be amended from time to time.

8. "Condominium Property" means the tract of land hereinafter described as being submitted to the Condominium Act, all buildings, structures and improvements situated thereon, and all easements, rights and appurtenances belonging thereto.

9. "Declarant" means whoever is designated in the recitals of this Declaration as creating the Condominium, and Declarant's successors and assigns, provided the rights specifically reserved to Declarant under the Condominium organizational documents shall accrue only to such successors and assigns as are designated in

writing by Declarant as successors and assigns of such rights.

10. "Declaration" means this instrument, by which the Condominium Property is hereby submitted to the Condominium Act, and any amendment hereto, from time to time.

11. "Drawings" means the plats, plans, survey and drawings for the Condominium, as are the same may be lawfully amended from time to time, and are the Drawings required pursuant to the Condominium Act. A set thereof is attached hereto as Exhibit B, but the same may be detached and filed separately herefrom by the appropriate public authorities.

12. "Eligible holder of a first mortgage lien" means the holder of a valid recorded first mortgage on a unit, which holder has given written notice to the Association stating the holder's name, address and unit or units subject to its mortgage.

13. "Limited Common Areas" means those Common Areas serving exclusively one unit or more than one but less than all units, the enjoyment, benefit or use of which are reserved to the lawful occupants of that unit or units in this Declaration and is that portion of the Condominium property constituting limited common elements of the Condominium under the Condominium Act.

14. "Homeowners Association" means the Adams Ridge Homeowners Association, Inc., a Pennsylvania not-for-profit corporation.

15. "Occupant" means a person lawfully residing in a Unit, regardless of whether that person is a unit owner.

16. "Person" means a natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property.

17. "Unit" or "Units" mean that portion or portions of the Property described as a unit or units in this Declaration, and is that portion of the Condominium constituting a "unit" or "units" of the Condominium under the Condominium Act.

18. "Unit owner" and "Unit owners" mean that person or those persons owning a fee-simple interest in a unit or units, each of whom is also a member of the Association.

19. "Convertible Real Estate" means that portion of the Property shown in Exhibit "B" as Convertible Real Estate.

20. "Four-Plex" or "Quad-Plex" means a unit contained within a generally rectangular building of four units with the front entrances of some units facing in a different direction from the front entrances of other units in the building.

21. "Standard Townhouse" shall mean a unit contained within a residential building containing at least four (4) units, but not more than seven (7) units, each having a separate entrance and being attached to each other by continuous vertical walls without opening containing not more than 1,800 square feet of living area.

22. "Large Townhouse" shall mean a unit contained within a residential building containing at least four (4) units, but not more than seven (7) units, each having a separate entrance and being attached to each other by continuous vertical walls without opening containing more than 1,800 square feet of Living Area.

23. "Living Area" shall mean the areas of a unit heated with central heating as of the date of the first conveyance of the Unit to an owner other than the Declarant.

Any term not defined hereunder shall have the meaning set forth in the Condominium Act.

THE PLAN

NOW, THEREFORE, Declarant hereby makes and establishes the following plan for Condominium ownership of the below-described property under and pursuant to the provisions of the Condominium Act:

ARTICLE I
THE LAND

A legal description of the land constituting the Condominium property, located in the Township of Adams, County of Butler, Commonwealth of Pennsylvania, and consisting of 25.14 acres, more or less, is attached hereto and marked as Exhibit "A". The units more particularly described hereafter will be located on the 25.14 acres, as shown on the Plats and Plans recorded simultaneously herewith.

ARTICLE II
NAME

The name by which the Condominium shall be known is "Adams Ridge Condominium".

ARTICLE III
PURPOSES: RESTRICTIONS

Section 1. Purposes. This Declaration is being made to create the condominium, establish separate individual units from the Condominium property to which fee-simple interest may be conveyed; to establish a unit owner's association to administer the Condominium; to provide for the preservation of the values of units and the Common Areas; to provide for and promote the benefit, enjoyment and well being of unit owners and occupants; to administer and enforce the covenants, easements, charges and restrictions hereinafter set forth; and to raise funds through assessments to accomplish these purposes.

Section 2. Restrictions. The Condominium and the Condominium property shall be benefitted by and subject to the following restrictions:

(a) Unit Uses. Except as otherwise specifically provided in this Declaration, no unit shall be used for any purpose other than that of a residence for individuals living together as a single housekeeping unit, and uses customarily incidental thereto, provided, however, that no unit may be used as a group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care or treatment facility. Notwithstanding the foregoing: (i) an occupant maintaining a personal or professional

library, keeping personal business or professional records or accounts, conducting personal business (provided that such use does not involve customers, employees, licensees or invitees coming to the unit), making professional telephone calls or conducting correspondence, in or from a unit is engaging in a use expressly declared customarily incidental to residential use and is not in violation if these restrictions; (ii) it shall be permissible for the Declarant to maintain, during the period of its sale or rental of units, one or more Units as sales and rental models and offices, and for storage and maintenance purposes; and (iii) one or more Units may be maintained for the use of the Association in fulfilling its responsibilities.

(b) Common Area Uses. The Common Areas (except the Limited Common Areas) shall be used in common by Unit owners and occupants and their agents, servants, customers, invitees and licensees, in accordance with the purposes for which they are intended, reasonably suited and capable, and as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of Units. Unless expressly provided otherwise herein, no Common Areas shall be used for any purposes other than the health, safety, welfare, convenience, comfort, recreation or enjoyment of Unit owners and occupants.

(c) Limited Common Area Uses. Those portions of the Common Areas described herein and shown on the Drawings as Limited Common Areas shall be used and possessed exclusively by the Unit owners and occupants of the Unit or Units served by the same, as specified in this Declaration and the Act.

(d) Visible Areas. Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows (except inoffensive drapes, curtains, or louvered blinds) or placed on the outside walls of a building or otherwise outside of a Unit, or any part thereof, and no sign, awning, canopy, shutter or television or citizens' band or other radio antenna or transmitter, or any other device or ornament, shall be affixed to or placed upon the exterior walls or roof or any part thereof, or in, on, or over a patio or balcony, unless authorized by the Executive Board.

(e) Offensive Activities. No noxious or offensive activity shall be carried on in any Unit, or upon the Common or Limited Common Areas, nor shall any be used in any way or for any purpose which may endanger the health of or unreasonably disturb any occupant.

(f) Vehicles. The Board may promulgate rules and regulations restricting or prohibiting the parking of automobiles, inoperable vehicles, trucks, boats and recreational vehicles on the Common Areas, or parts thereof, and may enforce such regulations or restrictions by levying enforcement charges, having such vehicles towed away, or taking such other actions as it, in its sole discretion, deems appropriate.

(g) Renting and Leasing. No Unit or part thereof, unless the same is owned by the Declarant, shall be rented or used for transient or hotel purposes, which is defined as: (i) rental for any period less than one (1) year; (ii) rental under which occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or (iii) rental to roomers or boarders, that is, rental to one or more persons of a portion of a Unit only. No lease may be of less than an entire Unit. Any lease agreement shall be in writing, shall provide that the lease shall be subject in all respects to the provisions hereof, and to the rules and regulations promulgated from time to time by the Board, and shall provide that the failure by the tenant to comply with the terms of the Condominium organizational documents and lawful rules and regulations shall be a default under the lease. Prior to the commencement of the term of a lease the Unit owner shall notify the Board, in writing, the name or names of the tenant or tenants and the time during which the lease term shall be in effect.

(h) Signs. No sign of any kind shall be displayed to the public view on the Condominium Property except: (a) on the Common Areas, signs regarding and regulating the use of the Common Areas, provided they are approved by the Board; (b) on the interior side of the window of a Unit, one professionally prepared sign advertising the Unit for sale or rent; and (c) on the Common Areas and

model Units, signs advertising the sale and/or rental of Units by the Declarant during the sale period.

(i) Replacements. Any building erected to replace an existing building containing Units shall be of new construction, be of comparable size, design and construction to that replaced, and shall, contain a like number of Units of comparable size to the Units in the building replaced.

(j) Structural Integrity. Nothing shall be done in any Unit, or in, on or to the Common or Limited Common Areas, which may impair the structural integrity of any improvement.

(k) Construction in Easements. No structure, planting or other material shall be placed or permitted to remain within the easements for the installation and maintenance of utilities and drainage facilities which may damage or interfere with the installation and maintenance of utility lines or which may change the direction or the flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easement areas. The utility facilities within the easement areas shall be subject to the right of the Association to maintain the same, and its right to delegate that right to a public authority or utility.

(l) Animals. Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or on the Common Areas. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained in a Unit, provided that: (i) no animals shall be permitted in any portion of the Common Areas except on a leash (not longer than six feet in length) maintained by a responsible person; (ii) the permitting of animals shall be subject to such rules and regulations as the Board may from time to time promulgate, including, without limitation, the right to place limitations on the size, number and type of such pets, and the right to levy enforcement charges against persons who do not clean up after their pets; and (iii) the right of an occupant to maintain an animal in a Unit shall be subject to termination if the Board, in its full and complete discretion, determines

that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Condominium or other Units or occupants.

(m) Conveyances. Each Unit shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof. The undivided interest of a Unit in the Common Areas shall be deemed to be conveyed or encumbered with the Unit even though that interest is not expressly mentioned or described in the deed, mortgage or other instrument of conveyance or encumbrance. The right of a Unit owner to sell, transfer or otherwise convey that owner's Unit is not subject to any right of first refusal or similar restriction, and any Unit owner may transfer that owner's Unit free of any such limitation. To enable the Association to maintain accurate records of the name and addresses of Unit owners, each Unit owner agrees to notify the Association, in writing, within five days after an interest in that Unit owner's Unit has been transferred to another person. In addition, each Unit owner agrees to provide to a purchaser of that owner's Unit a copy of the Condominium organizational documents and all effective rules and regulations.

(n) Discrimination. No action shall at any time be taken by the Association or its Board which in any manner would discriminate against any Unit owner in favor of another.

(o) Architectural Control. No building, fence, wall, sign or other structure shall be commenced, erected or maintained upon the Condominium Property, or any part thereof, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Board or its designated representative, as to lawfulness and appropriateness, and as to harmony or design, color and location in relation to surrounding structures and topography. In the event the Board, or its designated representative, fails to approve or disapprove such plans and specifications within sixty (60) days after they have been submitted to it, approval will not be required and these provisions will be deemed to have

been fully complied with. The above shall not apply to Declarant or its Designated Builders during new construction of units and both Declarant and Designated Builders shall not be required to obtain Board approval for the construction of new units.

(p) Rules and Regulations. In addition to adopting and enforcing rules and regulations in the instances hereinbefore mentioned, the Board may, from time to time, adopt and enforce such further reasonable rules and regulations concerning use of the Condominium Property, or any part thereof, as it deems necessary or desirable to promote harmony, to serve the best interests of the Unit owners, as a whole, and to protect and preserve the nature of the Condominium. A copy of all rules and regulations shall be furnished by the Board to the owners of each Unit prior to the time when the same shall become effective.

(q) Disputes Between Owners. In the event of any dispute between Unit owners as to the application of the foregoing restrictions or any rule or regulation promulgated pursuant thereto, the party aggrieved shall submit a complaint in writing to the Board specifying the dispute. The Board shall set a time, date and place for a hearing thereon within sixty (60) days thereafter, and give written notice to each party thereof no less than three days in advance. The Board shall thereupon hear such evidence on the dispute as the Board deems proper and render a written decision on the matter to each party within thirty (30) days thereafter. No action of any type may be instituted by either party to such a dispute unless the dispute has first been submitted to and determined by the Board, as aforesaid. The Board may adopt regulations which impose reasonable costs and expenses upon parties utilizing this section.

ARTICLE IV IMPROVEMENT DESCRIPTIONS

Section 1. Residential Buildings. The condominium will initially consist of one building of Townhouses. There will be seven (7) units of Standard Townhouses. Each Townhouse unit consists of three stories. The basic layout has a garage and

laundry on the first level, kitchen, living room, dining room and powder room on the second level and either three bedrooms and one bathroom or two bedrooms and two bathrooms on the third level. Unit Owners will have certain options available to them at the time of construction that may alter the basic layout identified above. The principal materials of which all buildings are constructed are wood, glass, concrete, concrete block, brick, vinyl, asphalt shingle and drywall. Additional residential buildings may be constructed after the initial phase of construction upon areas designated as Convertible Real Estate on Exhibit B. Article XVII contains a further discussion of the Convertible Real Estate.

Section 2. Other. On the Condominium Property are driveways and parking areas, sidewalks, fencing, post lamps, entry, signage, and green and open areas. Contiguous to each four-plex dwelling unit is a private patio. There will be a deck on the rear of each townhouse and some townhouse units may have a private front porch. There are no recreation facilities on the property hereby submitted to condominium ownership, but as described later, recreation facilities are a part of common property owned by the Homeowners Association of which each unit owner is required to be a member.

ARTICLE V
UNITS

Section 1. Unit Designations. Each of the Units is designated by a four digit number in Exhibit "C" hereto. Information concerning the Units, with a listing of proper Unit designations, is shown on the attached Exhibit "C".

Section 2. Composition of Units. Each Unit consists of the space in the building designated by that Unit's designation on the Drawings that is bounded by the undecorated interior surfaces of the perimeter walls, the unfinished surface of the floor, and the unfinished interior surface of the ceiling, all projected, if necessary by reason of structural divisions such as interior walls and partitions, to constitute a complete enclosure of space, and all improvements within that space.

(A) Without limiting the generality of the foregoing, or, as appropriate, in addition, each Unit shall include:

(1) the decorated surfaces, including paint, lacquer, varnish, wall covering, tile and other finishing material applied to floors, ceilings, and interior and perimeter walls, carpeting, if any, and also the floors and ceilings themselves, and the drywall, paneling and other finishing wall materials;

(2) all windows, screens and doors, including storm doors and windows, if any, and the frames, sashes and jambs, and the hardware therefor;

(3) all fixtures and appliances installed for the exclusive use of that Unit, commencing at the point of disconnection from the structural body of the building and from utility pipes, lines or systems serving the entire building or more than one Unit thereof, including, without limiting the generality hereof, built-in cabinets, dishwashers, garbage disposal units, refrigerators, stoves and hoods, television antennas and cables, furnaces, hot water heaters, heat pumps, air-conditioning units (even though located outside the bounds of a Unit), and components of the foregoing, if any;

(4) all plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts, conduits and apparatus within the unit;

(5) all control knobs, switches, thermostats and electrical outlets and connections affixed to or projecting from the walls, floors and ceilings which service either the Unit or the fixtures located therein;

(6) all interior walls that are not necessary for support of the structure, and all components thereof and all space encompassed thereby;

(7) the portion of the fireplace actually within the interior of a Unit and the vents and dampers therefor accessible from the Unit's interior; and

(8) the attic space or storage space above a Unit, and the crawl space below a Unit, if any, to which the Unit has direct and exclusive access;

Excluding therefrom, however, all of the following items, whether or not located within the bounds of that Unit:

(a) any supporting element of the building contained in interior walls;

(b) all plumbing, electric, heating, cooling and other utility or service lines, pipes, sump pumps and accessories thereto, wires, ducts and conduits which serve any other Unit; and

(c) fireplace stacks and chimneys, if any.

(B) Unit Types, Sizes, Locations and Components. The Condominium consists of a single building of seven (7) Standard Townhouse units as described in Article IV, Section 1. If the Declarant exercises its right to convert the Convertible Real Estate and construct additional units thereon, the units constructed may consist of Standard Townhouses, Large Townhouses or Four-Plexes. There may be various configurations of the interior and exterior of the Standard Townhouses, Large Townhouses and Four-Plexes constructed on the Convertible Real Estate.

ARTICLE VI
COMMON AND LIMITED COMMON AREAS

Section 1. Common Areas - Description. All of the Condominium Property, including all of the land and all improvements thereon and appurtenances thereto, except those portions labeled or described herein or on the Drawings as a part of a Unit, are Common Areas.

Section 2. Limited Common Areas - Description. Those portions of the Common Areas that are labeled or designated "LCA - Limited Common Elements or Limited Common Areas" on the Drawings are Limited Common Areas. In the case of each four-plex Unit these Limited Common Areas consist of a patio and the concrete pad and other improvements within the patio, and an exterior space immediately in front of the garage serving that Unit. For the townhouse Unit, the Limited Common Areas consist of the rear deck, front porch (if applicable) and the exterior space immediately in front of the garage serving that Unit. Each such Limited Common Area is reserved for the exclusive use of the owners and occupants of the Unit to which it is appurtenant. Any sidewalk exclusively serving a unit or units is also a Limited Common Elements.

Section 3. Undivided Percentage Interest. The undivided percentage interest in the Common Areas of each Unit is shown on the attached Exhibit "C".

The Common Areas shall be owned by the Unit owners as tenants in common, and ownership thereof shall remain undivided. No Unit owner may waive or release any rights in the Common Areas. Further, the undivided interest in the Common Areas of a Unit shall not be separated from the Unit to which it appertains. If at a later time the Condominium is expanded, as hereinafter provided, the undivided interests of Units in the Common Areas shall be reallocated so that the undivided interest of each Unit added shall be the same as each like Unit.

As units are added to the Condominium from the conversion of Convertible Real Estate, the percentage interest shall be adjusted using the following formula:

$$100 \div [(\# \text{ of four-plex units} \times .9) + (\# \text{ of standard townhouses}) + (\# \text{ of large townhouses} \times 1.1)] = \% \text{ interest of standard townhouse ("Standard Unit")}$$

To establish the percentage interest for Four-Plexes multiply the Standard Unit percentage interest times .9. To establish the percentage interest for Large Townhouses, multiply

the Standard Unit percentage interest times 1.1. As additional units are incorporated into the Condominium, the percentage interest of all units will be adjusted downward in accordance with the foregoing formula.

ARTICLE VII
UNIT OWNERS' ASSOCIATION

Section 1. Establishment of Association. The Association has been formed to be and to serve as the Unit owners' association of the Condominium. The Declarant is presently the sole member of the Association.

Section 2. Membership. Membership in the Unit Owners' Association shall be limited to the Unit owners, and every person or entity who is or becomes a record owner of a fee or undivided fee simple interest in a Unit is a Unit owner and shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit, and transfer of a Unit shall automatically transfer membership to the transferee.

Section 3. Voting Rights. Each Unit shall be entitled to one vote for each Unit owned in fee simple, and a proportionate part of a vote for ownership of an undivided fee simple interest in a Unit, provided, that unless timely challenged by an owner of a fee simple interest in a Unit, any owner of a fee simple interest in that Unit may cast the entire vote with respect to that Unit.

Section 4. Executive Board. The Executive Board initially shall be those five (5) persons named as the initial members pursuant to the provisions of the Articles, or such other person or persons as may from time to time be substituted by Declarant. No later than sixty (60) days from the time that 39 Units have been sold and conveyed by the Declarant, the Unit Owners shall meet, and the Unit owners other than the Declarant shall elect 2 of the members of the Executive Board.

At the earlier of (a) seven years from the date of the first conveyance of a Unit, or (b) the sale and conveyance, to purchasers in good faith and for value, of 117 Units, the Association shall meet and all unit owners, including the

Declarant, shall elect five members to replace all of those members earlier elected or designated by the Unit owners or Declarant, respectively. The terms of the five members shall be staggered so that the terms of not more than two (2) of the members will expire and successors be elected at each annual meeting of the Association. Thereafter, at such annual meetings, successors to the member or members whose terms then expire shall be elected to serve three-year terms. Notwithstanding the foregoing, the members, by the vote of members exercising not less than a majority of the voting power of members, may, from time to time, change the number and terms of members of the Executive Board, provided, that in any such event the terms of not less than one-third of the members shall expire annually. Upon election of the full Executive Board, one member shall be from the Quadplexes, one member from the Townhouses on Club Side Drive, one member from the Townhouses on Lost Valley Drive, formerly Eclipsed Mist Drive, and two members from anywhere in the Association.

Notwithstanding the foregoing, Declarant shall have the right at any time to waive its right to select one or more Members of the Executive Board or to vote in an election of members of the Executive Board.

Section 5. Authority. The Executive Board shall have all authority to manage, maintain, repair, replace, alter and improve the Common Areas and assess and collect funds for the payment thereof, and do all things, and exercise all rights provided by the Condominium organizational documents, or the Condominium Act, that are not specifically reserved to Unit owners.

Section 6. Delegation of Authority: Professional Management. The Executive Board may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such managing agent as a common expense, provided, however, that any agreement for professional management shall be terminable by the Association for cause on thirty (30) days' written notice; shall be terminable by either party, without penalty, on ninety (90) days' written notice; shall not exceed one year unless renewed by agreement of the parties for successive one-year periods; and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing. Subject to the foregoing, nothing contained herein shall preclude Declarant, or any other entity designated by Declarant, from being employed as managing agent. Such a management contract shall be bona fide and

commercially reasonable at the time entered under the circumstances then prevailing and shall be terminable by the Association, without cause and without penalty, on ninety (90) days' written notice.

ARTICLE VIII
MAINTENANCE AND REPAIR

Section 1. Association Responsibility. The Association, to the extent funds are available for the same, and except as provided in Section 2, shall maintain and repair the Common Areas, including the Limited Common Areas, and including but not limited to utility facilities serving more than one Unit, utility lines in the Common Areas, lawns, shrubs, trees, drives, parking areas, fireplace stacks, liners and chimneys, and the structural portions and exterior portions of all buildings which are a part of the Common Areas and that do not constitute part of a Unit. The Association shall remove snow from all drives in the Quad-Plexes and the access drive to any Townhouse with a rear garage.

Section 2. Individual Responsibility. Each Unit owner shall repair and maintain the Unit or Units, and all components thereof, owned by that Unit owner, perform cleaning, housekeeping, and routine maintenance with respect to the Limited Common Areas appurtenant to that owner's Unit. Without limiting the generality of the foregoing, this repair and maintenance responsibility of a unit owner shall include repair, maintenance and replacement of all windows, screens and doors, including the glass frames, sashes and jambs, and the hardware therefor. The Unit Owner shall be responsible for snow removal from sidewalks and the area from the access road to the garage for Townhouses with rear garages or the area from the public road to garages for Townhouses with front garages. In the event a Unit owner shall fail to make such repair or perform such maintenance, or in the event the need for maintenance or repair of any part of the Common Areas or Limited Common Areas is caused by the negligent or intentional act of a Unit owner or occupant, or is as a result of the failure of any Unit owner or his, her or its predecessors in title to timely pursue to conclusion a claim under any warranty, express, implied, or imposed by law, the Association may perform the same, and if the cost of such repair or maintenance is not covered by insurance, the cost thereof shall constitute a special individual Unit assessment, as hereinafter defined, on the Unit owned by such Unit owner. The determination that such maintenance or repair is necessary, or has been so caused, shall be made by the Board.

There are no rear access



ARTICLE IX
UTILITY SERVICES

Each Unit owner, as of the Closing Date, agrees to pay for utility services separately metered or separately charged by the utility company to that Unit, and to reimburse the Association for that owner's Unit's share of any utility cost that the Board reasonably determines is attributable to use by that owner's Unit. All other utility costs shall be common expenses and paid by the Association.

ARTICLE X
INSURANCE: LOSSES BONDS

Section 1. Fire and Extended Coverage Insurance. The Board shall have the authority to and shall obtain insurance for all buildings, structures, fixtures and equipment, and common personal property and supplies now or at any time hereafter constituting a part of the Common Areas, the Limited Common Areas, or common property of the Association, against loss or damage by fire, lightning, and such other perils as are ordinarily insured against by standard extended coverage endorsements, and all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement, where such is available, issued in the locale of the Condominium Property, in amounts at all times sufficient to prevent the Unit owners from becoming co-insurers under the terms of any applicable co-insurance clause or provision and not less than eighty percent (80%) of the current replacement cost of such items (exclusive of land, foundations, footings, excavations, and other items normally excluded from coverage), as determined from time to time by the insurer. This insurance:

(a) shall provide for coverage of interior walls, windows and doors and the frames, sashes, jambs and hardware therefor, even though these improvements may be parts of Units;

(b) shall have an agreed amount and inflation guard endorsement, when that can be obtained, construction code endorsements, if there is a construction code provision that requires changes to undamaged portions of buildings even when only part of

the Condominium Property is destroyed by an insured hazard, such as demolition cost, contingent liability from operation of building laws and increased costs of construction endorsements, and, when applicable, a steam boiler and machinery coverage endorsement, which provides that the insurer's minimum liability per accident at least equals the lesser of two million dollars or the insurable value of the building or buildings housing the boiler or machinery;

(c) shall provide that no assessment may be made against a first mortgage lender, or its insurer or guarantor, and that any assessment under such policy made against others may not become a lien on a Unit and its appurtenant interests superior to a first mortgage;

(d) shall be written in the name of the Association for the use and benefit of the Unit owners, or its authorized representative, including any insurance trustee with whom the Association has entered into an insurance trust agreement, or any successor to such trustee, for the use and benefit of the individual Unit owners;

(e) shall contain or have attached the standard mortgagee clause commonly accepted by institutional first mortgage holders, insurers, and guarantors, which (i) must provide that the carrier shall notify the named insured and each first mortgagee named in the mortgage clause at least ten days in advance of the effective date of any reduction in, cancellation of, or substantial change in the policy, and (ii) must be endorsed to provide that any loss shall be paid to the Association (or its insurance trustee), as a trustee for each Unit owner and each such Unit owner's mortgagee, and, unless otherwise prohibited by a nationally recognized institutional first mortgage holder, insurer, or guarantor, to the holders of first mortgages on Units;

(f) shall have a deductible amount no greater than the lesser of ten thousand dollars or one percent of the policy face amount;

(g) shall be paid for by the Association, as a common expense; and

(h) shall contain waiver of subrogation of rights by the carrier as to the Association, its officers and Trustees, and all Unit owners.

Section 2. Liability Insurance. The Association shall obtain and maintain, at Association cost and as a common expense, a comprehensive policy of general liability insurance covering all of the Common Areas, and public ways and any other areas under the Association's supervision, insuring the Association, the members, and the Unit owners and occupants, with such limits as the Board may determine, but no less than the greater of (a) the amounts generally required by institutional first mortgage holders, insurers, and guarantors for projects similar in construction, location and use, and (b) one million dollars, for bodily injury, including deaths of persons, and property damage, arising out of a single occurrence. This insurance shall contain a Severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit owner because of negligent acts of the Association, the Board, or other Unit owners, and shall include, without limitation, coverage for legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Areas, and legal liability arising out of lawsuits related to employment contracts in which this Association is a party. Each such policy must provide that it may not be canceled or substantially modified, by any party, without at least ten days' prior written notice to the Association and to each holder of a first mortgage named in the mortgage clause.

Section 3. Fidelity Bond. The Board shall obtain and maintain at the Association's cost and as a common expense, a fidelity bond providing coverage for the Association against dishonest acts on the part of directors, managers, trustees, employees, agents, or volunteers responsible for or handling funds belonging to or administered by the Association. The fidelity bond must name the Association as the named obligee or insured and shall be written in an amount sufficient to provide protection, which is in no event less than the greater of (a) an amount equal to the Association's reserve funds plus three months' assessments on all Units, and (b) the maximum amount that will be in the custody of the Association or its managing agent at any time while the bond is in force. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers. The bond or policy shall provide that it shall not be canceled or substantially modified (including cancellation for non-payment of premium) without at least ten

days' prior written notice to the Association, and any insurance trustee, and any servicer on behalf of any holders, guarantor or insurer of any mortgage on a Unit who requires such rights.

Any management agent that handles funds of the Association shall maintain a fidelity bond providing coverage no less than that required of the Association, which bond names the Association as an additional obligee.

Section 4. Hazard Insurance Carrier. Each policy of hazard insurance obtained pursuant hereto shall be obtained from an insurance company authorized to write such insurance in the Commonwealth of Pennsylvania which has a current rating of B/VI, or better, or, if Class V, has a general policy holders rating of at least A, as determined by the then latest edition of Best's Insurance Reports, or its successor guide, or, if the insurer does not satisfy these rating requirements, that insurer is reinsured by a company that has a B/vI or better rating.

Section 5. Other Association Insurance. In addition, the Board may purchase and maintain contractual liability insurance, members and officers liability insurance, and such other insurance as the Board may determine.

Section 6. Insurance Representative; Power of Attorney. There may be named, under any policy obtained by the Association, as an insured on behalf of the Association, its authorized representative, including any trustee with whom the Association may enter into any insurance trust agreement, or any successor to such trustee, who shall have exclusive authority to negotiate losses under any such policy. Each Unit owner, by acceptance of a deed to a Unit, irrevocably appoints the Association or such designated representative, or such successor, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Association, or such designated representative, or such successor, shall receive, hold or otherwise properly dispose of any proceeds of insurance, in trust, for Unit owners and their first mortgage holders, as their interests may appear. This power is for the benefit of each and every Unit owner, and their respective first mortgage holders, and the Association, and the Condominium, runs with the land, and is coupled with an interest.

Section 7. Unit Owner's Insurance. Any Unit owner or

occupant may carry such insurance in addition to that provided by the Association pursuant hereto as that Unit owner or occupant may determine, subject to the provisions hereof, and provided that no Unit owner or occupant may at any time purchase individual policies of insurance against loss by fire or other casualty covered by the insurance carried pursuant hereto by the Association. In the event any Unit owner or occupant violates this provision, any diminution in insurance proceeds resulting from the existence of such other insurance shall be chargeable to the Unit owner who acquired or whose occupant acquired such other insurance, who shall be liable to the Association to the extent of any diminution and/or loss of proceeds. Without limiting the foregoing, a Unit owner or occupant may obtain insurance against liability for events occurring within a Unit, losses with respect to personal property and furnishings, and losses to improvements owned by the Unit owner or occupant, provided that if the Association obtains insurance for permanent improvements and built-in fixtures and equipment, then the insurance obtained by the Unit owner with respect to improvements within the Unit shall be limited to the type and nature of coverage commonly referred to as "tenants improvements and betterments". All such insurance separately carried shall contain waiver of subrogation rights by the carrier as to the Association, its officers and members, and all other Unit owners and occupants.

Section 8. Sufficient Insurance. In the event the improvements forming a part of the Common Areas or any portion thereof shall suffer damage or destruction from any cause or peril insured against and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken by the Association and the insurance proceeds shall be used in payment therefor; provided, however that in the event that within sixty (60) days after such damage or destruction 80% of the Unit owners and eligible holders of first mortgage, shall elect to terminate the Condominium, then such repair, restoration or reconstruction shall not be undertaken.

Section 9. Insufficient Insurance. In the event the improvements forming a part of the Common Areas or any portion thereof shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, unless the Unit owners and eligible holders of first mortgages, if they are entitled to do so pursuant to the provisions of this Declaration

shall elect within sixty (60) days after such damage or destruction not to make such repair, restoration or reconstruction, the Association shall make repairs, restoration or reconstruction of the Common Areas so damaged or destroyed at the expense (to the extent not covered by insurance) of all Unit owners in proportion to their respective undivided interests in the Common Areas. Should any Unit owner refuse or fail after reasonable notice to pay that Unit owner's proceeds, the amount so advanced by the Association shall be assessed against the Unit of such Unit owner and that assessment shall have the same force and effect as an assessment, and, if not paid, may be enforced in the same manner as herein provided for the nonpayment of assessments.

ARTICLE XI
DAMAGE: RESTORATION: REHABILITATION AND RENEWAL

Section 1. Duty to Restore. A portion of the Condominium for which insurance is required under the Act or for which insurance carried by the Association is in effect, whichever is more extensive, that is damaged or destroyed must be repaired or replaced promptly by the Association unless:

- a) The Condominium is terminated;
- b) Repair or replacement would be illegal under a state statute or municipal ordinance governing health or safety; or
- c) Eighty percent (80%) of the Unit Owners, including each Owner of a Unit or assigned Limited Common Element that will not be rebuilt, vote not to rebuild.

Section 2. Cost. The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expenses.

Section 3. Plans. The property must be repaired and restored in accordance with either the original plans and specifications or other plans and specifications which have been approved by the Board of Directors, a vote of agreement of fifty-one percent (51%) of Owners and fifty-one percent (51%) of eligible mortgagees.

Section 4. Replacement of Less Than Entire Property.

- a) The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area

to a condition compatible with the remainder of the Condominium;

b) Except to the extent that other persons will be distributees:

(1) The insurance proceeds attributable to the Owners of a Unit and Limited Common Elements allocated to the Unit Owners that are not rebuilt must be distributed to the Owner of the Unit to which the Limited Common Elements were allocated or to lien holders as their interests may appear; and

(2) The remainder of the proceeds must be distributed to each Unit Owner or lien holder, as their interest may appear, in proportion to the Common Element interests of all the Units;

c) If the Unit Owners vote not to rebuild a Unit, the allocated interests of the Unit are reallocated upon the vote as if the Unit had been condemned under the Act, and the Association promptly shall repair, execute and record an amendment to the Declaration reflecting the reallocations.

Section 5. Insurance Proceeds. The Board of Directors of the Association, acting by the President, shall hold any insurance proceeds in trust for the Association, Unit Owners and lien holders as their interests may appear. Subject to the provisions of Article XI of this Declaration, the proceeds shall be disbursed first for the repair or restoration of the damaged property, and the Association, Unit Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or restored, or the Condominium is terminated.

Section 6. Certificates by the Board of Directors. Third parties may rely on the following certifications in writing made by the Board of Directors:

a) Whether or not damaged or destroyed property is to be repaired or restored;

b) The amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

Section 7. Certificates by Title Insurance Companies. If payments are to be made to Unit Owners or lien holders, the

Board of Directors shall obtain and may rely on a title insurance company's certificate of title search or a title insurance policy based on a search of the Butler County records from the date of the recording of the original Declaration stating the names of the Unit Owners and the lien holders.

ARTICLE XII
CONDEMNATION

If any governmental authority shall exercise its right of eminent domain against all or any portion of the Condominium, then the rights of the Association and the Unit Owners shall be governed by Section 3107 of the Act (68 Pa. C.S.A. §3107).

ARTICLE XIII
GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

Section 1. Easements of Enjoyment; Limitations. Every Unit owner shall have a right and easement of enjoyment in, over and upon the Common Areas and an unrestricted right of access to and from his, her or its Unit, which rights and easements shall be appurtenant to and shall pass with the title to a Unit, subject to the right of the Board to make reasonable rules and regulations concerning the use and management of the Common Areas, provided that no such rule or regulation shall limit or prohibit the right of ingress and egress to a Unit, or any part thereof, or to that Unit's parking facilities. Any Unit owner may delegate that Unit owner's right of enjoyment to the Common Areas and to ingress and egress to the occupants of that owner's Unit.

Section 2. Right of Entry for Repair, Maintenance and Restoration. The Association shall have a right of entry and access to, over, upon and through all of the Condominium Property, including each Unit, to enable the Association to perform its obligations, rights and duties pursuant hereto with regard to maintenance, repair, restoration and/or servicing of any items, things or areas of or in the Condominium Property. In the event of any emergency, the Association's right to enter a Unit and its appurtenant Limited Common Areas may be exercised without notice; otherwise, the Association shall give the owners or occupants of a Unit no less than twenty four hours advance notice prior to entering a Unit or its appurtenant Limited Common Areas.

Section 3. Easements for Encroachments. Each Unit and the Common Areas shall be subject to easements for encroachments on

any other Unit and upon the Common Areas created or arising by reason of overhangs; or by reason of deviations in construction, reconstruction, or repair; or by reason of shifting, settlement, or movement of the structures; or by reason of errors in the Drawings. Valid easements for these encroachments and for the maintenance of same, so long as the encroaching structures remain, shall and do exist.

Section 4. Easement for Support. Every portion of a building or utility line or any improvement on any portion of the Condominium Property contributing to the support of another building, utility line or improvement on another portion of the Condominium property shall be burdened with an easement of support for the benefit of all other such buildings, utility lines, improvements and other portions of the Condominium Property.

Section 5. Easements for Utilities. Easements to the Association shall exist upon, over and under all of the Condominium Property for ingress to and egress from, and the installation, replacing, repairing and maintaining of, all utilities, including, but not limited to water, sewer, gas, telephone, electricity, security systems, master television antennas and cable television. By these easements it shall be expressly permissible for the Association to grant to the providing companies permission to construct and maintain the necessary poles and equipment, wires, circuits, and conduits on, above, across and under the Condominium Property, so long as such poles, equipment, wires, circuits and conduits do not unreasonably interfere with the use and enjoyment of the Condominium Property. Should any company furnishing a service request a specific easement by separate recordable document, the Board shall have the right to grant such easement without conflicting with the terms hereof.

Section 6. Easement for Services. Non-exclusive easements are hereby granted to all police, firemen, ambulance operators, mailmen, delivery men, garbage and trash removal personnel, and all similar persons, and to the local governmental authorities and the Association, but not to the public in general, to enter upon the Common Areas in the performance of their duties.

Section 7. Easements Reserved to Declarant. Non-exclusive easements are hereby reserved to Declarant, its successors and assigns, over and upon the Common Areas for a period of seven (7) years from conveyance of the first unit or buildout of 156 Units, whichever is later.

Section 8. Power of Attorney. Each Unit owner, by acceptance of a deed to a Unit, appoints the President of the Association his, her or its attorney-in-fact, to execute, deliver, acknowledge and record, for and in the name of such Unit owner, such deeds of easement and other instruments as may be necessary or desirable, in the sole discretion of the Board, or its authorized representative, to further establish or effectuate the foregoing easements. This power is for the benefit of each and every Unit owner, the Association, and the real estate to which it is applicable, and said power runs with the land, is coupled with an interest, and is irrevocable.

Section 9. General. The easements and grants provided herein shall in no way affect any other recorded grant or easement.

ARTICLE XIV ASSESSMENTS AND ASSESSMENT LIENS

Section 1. Types of Assessments. The Declarant for each Unit within the Condominium hereby covenants and agrees, and each Unit owner by acceptance of a deed to a Unit (whether or not it shall be so expressed in such deed) is deemed to covenant and agree, to pay to the Association: (1) annual operating assessments, (2) special assessments for capital improvements, (3) special individual Unit assessments, and (4) annual Unit type assessments, all of such assessments to be established and collected as hereinafter provided.

Section 2. Purpose of Assessments. The assessment levied by the Association shall be used exclusively to promote the health, safety and welfare of the Unit owners and occupants and the best interests of the Condominium Property.

Section 3. Common Elements-Appportionment: Due Dates.

(a) Annual Operating Assessments.

(1) Prior to the time any Unit owner other than Declarant is to be charged assessments by the Association, and prior to the beginning of each fiscal year of the Association after the period for which the first assessments are levied, the Board shall estimate, and prorate among all Units on the basis of the undivided interest of each unit in the Common Areas,

common expenses of the Association consisting of the following:

a. the estimated next fiscal year's cost of the maintenance, repair, and other services to be provided by the Association;

b. the estimated next fiscal year's costs for insurance and bond premiums to be provided and paid for by the Association;

c. the estimated next fiscal year's costs for utility services not separately metered or charged to Unit owners;

d. the estimated amount required to be collected to maintain a general operating reserve to assure availability of funds for normal operations of the Association, in an amount deemed adequate by the Board, but in no event less than an amount equal to two month's currently estimated assessments on all Units;

e. the estimated next fiscal year's costs for the operation, management and administration of the Association, including, but not limited to, fees for property management, fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association, and the salaries, wages, payroll charges and other costs to perform these services, and any other costs constituting common expenses not otherwise herein specifically excluded.

(2) The Board shall thereupon allocate to each Unit that Unit's share of all of these items, prorated in accordance with each respective Unit's undivided interest in the Common Areas, and thereby establish the annual operating assessment for each separate Unit. For administrative convenience, any such assessment may be rounded so that monthly installments will be in whole dollars.

(3) Unless the Board determines otherwise, which it may do in its sole discretion, the annual operating

assessment shall be payable in advance, in equal monthly installments, provided that nothing contained herein shall prohibit any Unit owner from prepaying assessments in annual, semiannual, or quarterly increments. The due dates of any such installments shall be established by the Board, and, unless otherwise provided, the Association shall collect on or before the first day of each month from those who own the Unit an equal monthly prorata share of the annual operating assessment for that Unit.

(4) If the amounts so collected are, at any time, insufficient to meet all obligations for which those funds are to be used, the deficiency shall be assessed by the Board among the Units on the same basis, subject to the requirements of the Condominium Act, as heretofore set forth, provided, that if common expenses are incurred by the Association prior to the time the Association commences to levy assessments against the Units, Declarant shall pay the same (subject to its right, if any, to reimbursement from Unit purchasers contained in individual contracts for the sale of a Unit or Units).

(5) If assessments collected during the fiscal year are in excess of the funds necessary to meet the anticipated expenses for which the same have been collected, the excess shall be retained as reserves, and shall in no event be deemed profits nor available, except on dissolution of the Association, for distribution to Unit owners.

(b) Special Assessments for Capital Improvements.

(1) In addition to the annual operating assessments and subject to the requirements of the Condominium Act, the Board may levy, in any fiscal year, special assessments to construct, reconstruct or replace capital improvements on the Common Areas to the extent that reserves therefor are insufficient, provided that new capital improvements not replacing existing improvements shall not be constructed nor funds assessed therefor, if the cost thereof in any fiscal year would exceed an amount equal to five percent (5%) of that fiscal year's budget, without the prior consent of Unit owners exercising no less than seventy-five percent (75%) of the voting power of Unit

owners and the consent of eligible holders of first mortgages hereinafter provided.

(2) Any such assessment shall be prorated among all Units in proportion to their respective undivided interest in the Common Areas, and shall become due and payable on such date or dates as the Board determines following written notice to the Unit owners.

(c) Special Individual Unit Assessments.

Subject to the provisions of the Condominium Act, the Board may levy an assessment against an individual Unit, or Units, to reimburse the Association for those costs incurred in connection with that Unit or Units properly chargeable by the terms hereof to a particular Unit (such as, but not limited to, the cost of making repairs which are the responsibility of a Unit owner, and a Unit owner's enforcement and arbitration charges). Any such assessment shall become due and payable on such date as the Board determines, and gives written notice to the Unit owners subject thereto. Additionally, during the first years of the Condominium's existence, and until such time as real estate taxes and assessments are split into separate tax bills for each Unit, the Association shall have the right to pay the real estate taxes and assessments attributable to the Condominium Property in the event the same have not been paid, when due, and assess each Unit owner for his, her or its share of such real estate taxes and assessments as a special individual Unit assessment. The share of those taxes and assessments attributable to a Unit shall be computed by multiplying the total taxes and assessments for all of the Condominium Property by the undivided interest in Common Areas attributable to that Unit. The calculation by the Association of the Units' shares of taxes and assessments shall be binding upon all Unit owners.

(d) Annual Unit Type Assessments

(1) In addition to the annual operating assessments, the Board shall levy, prior to the beginning of each fiscal year of the Association, the annual Unit Type Assessments.

(A) For the four-plex Units, such assessment

shall include the following common expenses attributable solely to the four-plex Units:

(i) Maintenance, repair and replacement of the non-public roads, driveways and access roads on Parcel 8-C, and obligations of the Association under Article VIII, Section 1, of this Declaration;

(ii) An amount deemed adequate by the Board to maintain a reserve for the cost of unexpected repairs and replacements of capital improvements and for the repair and replacement of major improvements for which cash reserves over a period of time in excess of one year ought to be maintained; and

(iii) Repair and replacement of patios;

(iv) Any other expenses that are solely for the benefit of Parcel 8-C.

(B) For the Townhouse Units, such assessments shall include the following common expenses attributable solely to the Townhouse Units:

(i) An amount deemed adequate by the Board to maintain a reserve for the cost of unexpected repairs and replacements of capital improvements and for the repair and replacement of major improvements for which cash reserves over a period of time in excess of one year ought to be maintained.

(ii) Maintenance, repair and replacement of the non-public roads, driveways and access roads on Parcels 8-A and 8-B, and obligations of the Association under Article VIII, Section 1, of this Declaration; provided, however, that such assessment shall be separately assessed based on a rear entrance or front entrance.

(iii) Any other expenses that are solely for the benefit of Parcels 8-A and 8-B.

(2) Each Annual Unit Type Assessment shall be individually calculated and shall be segregated and

only used for the purpose provided for in the assessment. The Board is not required to establish individual accounts for each Annual Unit Type Assessment but all Annual Unit Type Assessments may be deposited into a single account.

Section 4. Effective Date of Assessment. Any assessment created pursuant hereto shall be effective, provided it is created as provided herein, if written notice of the amount thereof is sent by the Board to the Unit owner subject thereto at least ten (10) days prior to the due date thereof, or the due date of the first installment thereof, if to be paid in installments. Written notice mailed or delivered to a Unit owner's Unit shall constitute notice to that Unit owner, unless the Unit owner has delivered written notice to the Board of a different address for such notices, in which event the mailing of the same to that last designated address shall constitute notice to that Unit owner.

Section 5. Effect of Nonpayment of Assessment: Remedies of the Association.

(a) If any assessment or any installment of any assessment is not paid within ten (10) days after the same has become due, the Board, at its option, without demand or notice, may i) declare the entire unpaid balance of the assessment immediately due and payable, (ii) charge interest on the entire unpaid balance (or on an overdue installment, alone, if it hasn't exercised its option to declare the entire unpaid balance due and payable), at the rate of fifteen (15%) percent per annum, and (iii) charge a reasonable, uniform late fee of five (5%) percent on the overdue payment.

(b) Each owner of any unit, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges, (ii) special assessments, such assessments to be established and collected as hereinafter provided; and (iii) specific assessments against any particular Unit which are established pursuant to the terms of this Declaration or the Bylaws. All such assessments, together with charges, interest, costs, and reasonable attorney's fees actually incurred, in the maximum amount permitted by the Condominium Act, shall be a charge on the Unit and shall be a continuing lien upon

the Unit against which each assessment is made. Such amounts shall also be the personal obligation of the Unit owner at the time when the assessment fell due. Each Unit owner shall be liable for his or her portion of each assessment coming due while he or she is the owner of a Unit, and his or her grantee shall be jointly and severally liable for a portion thereof as may be due and payable at the time of any conveyance. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors; unless otherwise provided, the annual assessments shall be paid in equal monthly installments due on the first day of each calendar month.

(c) The Association, as authorized by the Board, may file a lien or liens to secure payment of delinquent assessments, interest, late fees, and costs, including reasonable attorney fees, bring an action at law against the owner or owners personally obligated to pay the same, or an action to foreclose a lien, or any one or more of these. The Association as plaintiff in any action shall be entitled to become a purchaser at the sale. In any action, interest and costs of such action (including reasonable attorneys' fees) shall be added to the amount of any such assessment, to the extent permitted by this Declaration and the Condominium Act to enforce its lien.

(d) No owner may waive or otherwise escape liability for the assessments provided for in this Declaration by non-use of the Common Areas, or any part thereof, or by abandonment of his, her or its Unit.

Section 6. Subordination of the Lien to First Mortgages. The lien of the assessments and charges provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage of a Unit recorded prior to the date on which such lien of the Association arises, and any holder of any such first mortgage which comes into possession of a Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid installments of assessments and charges against the mortgaged Unit which became due and payable prior to the time such holder or purchaser took title to that Unit except to the extent that such assessments remain valid pursuant to the Condominium Act.

Section 7. Certificate Regarding Assessments. The Board shall, upon demand, for a reasonable charge, furnish a certificate signed by the President or other designated representative of the Association, setting forth whether the assessments on a specified Unit have been paid. This certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. Such certificate shall be in the form and content required under the Condominium Act.

ARTICLE XV
CONDOMINIUM INSTRUMENT REQUIREMENTS

Section 1. General. The Condominium Act requires that certain information be provided in the Condominium instruments. Much of this is provided elsewhere in the Condominium organizational documents and in other documents, but in order that such information be provided in this Declaration, various items of that information are set forth in the following sections of this article.

Section 2. Deposits. Any deposit or down payment made in connection with sale of a Unit by Declarant or its agent will be held in trust or escrow until delivered at the time of the closing of the sale or returned to or otherwise credited to the buyer, or forfeited to the Declarant. Deposits held in trust or escrow pursuant to sales by the Declarant or its agent shall not be subject to attachment by creditors of Declarant or the Buyer.

Section 3. Association Control. Except in its capacity as a Unit owner of unsold Units, the Declarant or its agent will not retain a property interest in any of the Common Areas after control of the Association is assumed by the Association, except as expressly provided herein. The owners of Units that have been sold by the Declarant or its agent will assume control of the Association and the Common Areas, as elsewhere provided herein, in compliance with the requirements of the Condominium Act. Neither the Association nor the Unit owners will be subject to any management contract or agreement executed prior to the assumption of control of the Association by Unit owners other than Declarant for more than one year subsequent to the assumption of control unless such a contract or agreement is renewed by a vote of the Unit owners pursuant to the provisions of the By-Laws.

Section 4. Limited Warranties. Following are the limited warranties (and limitations thereon) which the Declarant gives to

the Buyers of a Unit from it, which are not binding upon the Declarant nor enforceable by the Buyers unless and until the sale of the Unit to the Buyers is closed:

A. Declarant will give each Owner a "Limited Structural Warranty" which is attached as Exhibit D. The Declarant warrants against "structural defects" in each of the Units for two (2) years from the date each is conveyed to a bona fide purchaser and all of the Common Elements for two (2) years. "Structural defects" means those defects in components constituting any Unit or Common Element which reduce the stability or safety of the structure below accepted standards or restrict the normal intended use of all or part of the structure and which require repair, renovation, restoration or replacement. The Declarant is not responsible for any items of maintenance relating to the Units or Common Elements.

The warranty described above will expire as follows:

(i) as to Units, this warranty begins on the date that the Unit is conveyed to the purchaser and continues for a period of two years thereafter; and

(ii) as to each Common Element as to which the Declarant makes this warranty, the warranty begins on the later of (a) the date of completion of such Common Element, or (b) as to any Common Element within any Convertible Real Estate or portion thereof, the date the first Unit therein is conveyed to a bona fide purchaser, and continues for a period of two years thereafter.

EXCEPT FOR THE LIMITED STRUCTURAL WARRANTY AND THE WARRANTIES TO BUYER UNDER THE PA CONDOMINIUM ACT AND AS OTHERWISE MAY BE PROVIDED BY LAW, THERE IS NO EXPRESS WARRANTY OF ANY KIND GIVEN BY THE SELLER IN CONNECTION WITH THE CONSTRUCTION OR SALE OF THE UNIT RELATING TO THE QUALITY OR CONDITION OF ANY PART OF THE UNIT OR COMMON ELEMENTS. FOR UNITS CONSTRUCTED BY RYAN HOMES, BUYER SHALL RECEIVE FROM RYAN HOMES THAT LIMITED WARRANTY DESCRIBED IN THE RYAN HOMEOWNERS' MANUAL AND THE SAME WARRANTIES AS SET FORTH IN SECTION 3411 OF THE PA UNIFORM CONDOMINIUM ACT. FOR UNITS CONSTRUCTED BY DECLARANT OR A DESIGNATED BUILDER OTHER THAN RYAN HOMES, BUYER MAY RECEIVE AN ADDITIONAL LIMITED WARRANTY ON APPLIANCES AND CERTAIN OTHER ITEMS OF EQUIPMENT AND PERSONAL PROPERTY. NO OFFICER, EMPLOYEE OR AGENT OF SELLER IS AUTHORIZED TO GRANT ANY OTHER EXPRESS

WARRANTY OR REPRESENTATION.

ARTICLE XVI
AMENDMENTS

Section 1. Power to Amend. Except as otherwise specifically provided herein, additions to, changes in, or amendment of this Declaration (or other Condominium organization documents) shall require the consent of Unit owners exercising not less than sixty seven percent (67%) of the voting power of Unit owners. Notwithstanding the foregoing:

(a) the consent of all Unit owners shall be required for any amendment effecting a change in:

(i) the boundaries of any Unit;

(ii) the undivided interest in the Common Areas appertaining to a Unit or the liability for common expenses appertaining thereto, except as provided in Article VI when units are added.

(iii) the number of votes in the Association appertaining to any Unit; or

(iv) the fundamental purposes to which any Unit or the Common Areas are restricted;

(b) the consent of Unit owners exercising not less than eighty percent (80%) of the voting power of Unit owners shall be required to terminate the Condominium; and

(c) in any event, Declarant reserves the right and power, and each Unit owner by acceptance of a deed to a Unit is deemed to and does give and grant to Declarant a power of attorney, which right and power is coupled with an interest and runs with the title to a Unit and is irrevocable (except by Declarant), for a period of seven (7) years from the date of the filing of the Declaration, to amend the Condominium organizational documents, to the extent necessary to conform to the requirements then governing the making of a mortgage loan or the purchase, guaranty, or insurance of mortgages by an institutional lender or an

institutional guarantor or insurer of a mortgage on a Unit, or to correct typographical errors or obvious factual errors or omissions the correction of which would not impair the interest of any Unit owner, mortgagee, insurer, or guarantor, provided, further, that if there is a Unit Owner other than the Declarant, the Declaration shall not be amended to increase the scope or the period of control of the Declarant.

Section 2. Method to Amend. An amendment to this Declaration (or the Drawings or the By-Laws), adopted with the consents of Unit owners, shall be executed with the same formalities as to execution as this Declaration by two officers of the Association and shall contain their certification that such amendment was duly adopted in accordance with the foregoing provisions. Any amendment adopted by the Declarant or a duly empowered successor Declarant pursuant to the authority granted it pursuant to the Declaration shall be duly executed by it with the same formalities as to execution as this Declaration and shall contain the certification of such signor or signors that such amendment is made pursuant to authority vested in Declarant or any duly empowered successor Declarant by the Declaration. Any amendment duly adopted and executed in accordance with the foregoing provisions shall be effective upon the filing of same with the Recorder of the county in which the Condominium Property is located.

ARTICLE XVII CONVERTIBLE REAL ESTATE

Section 8.01. Reservation. Declarant hereby explicitly reserves an option, until the seventh anniversary of the recording of this Declaration, to convert all or any portion of the convertible Real Estate to units, limited common elements or any combination thereof from time to time in compliance with Section 3211 of the Act, without the consent to any unit owner or holder of a mortgage on any unit. This option to convert may be terminated prior to the seventh anniversary only upon the filing of an amendment to this Declaration by the Declarant. Declarant expressly reserves the right to convert any or all portions of the convertible Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be converted; provided, however, that the convertible Real Estate shall not exceed the area shown as such on Exhibit "B" hereto. There are no other limitations on this

option to convert convertible Real Estate.

Section 8.02. Assurances. If the convertible Real Estate is converted, the buildings on the convertible Real Estate will be located approximately as shown on the plats and plans. At such time as the convertible Real Estate is completely converted, the maximum number of units in the convertible Real Estate as an aggregate will be no more than seven units per acre. All units will be restricted exclusively to residential use. Any buildings to be constructed within the convertible Real Estate and units therein shall be compatible in quality, size, materials and architectural style with the buildings and units on other portions of the property. All restrictions in this Declaration affecting use, occupancy and alienation of units shall apply to units created with the convertible Real Estate. No assurances are made as to any other improvements and limited common elements to be made or created in the convertible Real Estate, nor the proportion of limited common elements to units therein. The reallocation of percentage interests in the convertible Real Estate and the property shall be computed in accordance with Article VI, Section 3.

Upon completion of the Condominium by conversion of all Convertible Real Estate, the maximum number of units shall be 156. This will consist of 14 Four-Plex buildings and 18 Townhouse buildings.

ARTICLE XVIII GENERAL PROVISIONS

Section 1. Covenants Running With The Land. The covenants, conditions, restrictions, easements, reservations, liens and charges created hereunder or hereby shall run with and bind upon and inure to the benefit of all parties having any right, title or interest in or to all or any part of the Condominium Property, and the Association, and their respective heirs, executors, administrators, successors and assigns.

Section 2. Actions. In addition to any other remedies provided in this Declaration, Declarant, the Association, and each Unit owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or in the Association's rules and regulations. Failure by Declarant, the Association or by any Unit owner to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a

later date the original violation or a subsequent violation, nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restriction, condition, covenant, reservation, easement, lien or charge. Further, the Association and each Unit owner shall have rights of action against each other for failure to comply with the provisions of the Condominium organizational documents, rules and regulations, and applicable law, and with respect to decisions made pursuant to authority granted thereunder, and the Association shall have the right to assess reasonable charges against the Unit owner who fails to comply with the same, including the right to assess charges for the costs of enforcement and arbitration. Notwithstanding the foregoing, in the event of any dispute between the Association and any Unit owner or occupant, other than with regard to assessments, that cannot be settled by an agreement between them, the matter shall first be submitted to arbitration in accordance with and pursuant to the rules of the American Arbitration Association.

Section 3. Severability. Invalidation of any one or more of these covenants, conditions, restrictions or easements by judgment or court order shall in no way affect any other provisions, which provisions shall remain in full force and effect. In the event any language of this Declaration conflicts with mandatory provisions of the Condominium Act, the Condominium Act's requirements shall prevail and the conflicting language shall be deemed to be invalid and void, provided that such invalidity shall in no way affect any other provisions of this Declaration, which provisions shall remain in full force and effect.

Section 4. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations, partnerships, men or women, shall in all cases be assumed as though in such case fully expressed.

Section 5. Captions. The captions of the various provisions of this Declaration are not part of the context hereof, but are merely labels to assist in locating the various provisions hereof.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed on its behalf this 6th day of December, 1996.

ADAMS RIDGE, INC.
a Pennsylvania corporation

By: 

President

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

ALL THOSE certain lots or pieces of ground located in Adams Township, Butler County, Pennsylvania, being Parcels 8-A, 8-B and 8-C in the Adams Ridge Plan of Lots, Phase IV-B - Village 8A, recorded in the Recorder of Deeds' Office of Butler County in Plan Book Volume 186, Page 38.

EXHIBIT C

UNIT DESIGNATIONS/INITIAL PERCENTAGE INTERESTS

Building T-17	% Interest*
1701	14.285%
1702	14.285%
1703	14.285%
1704	14.285%
1705	14.285%
1706	14.285%
1707	14.285%
	<hr/>
	100%

*This percentage interest or undivided interest is based on the Declaration of Condominium filed herewith. If units are created by the Declarant on the Convertible Real Estate, then this percentage interest will be adjusted downward in accordance with Article VI, Section 3, of the Declaration.

ADAMS RIDGE CONDOMINIUM, A CONDOMINIUM
LIMITED STRUCTURAL WARRANTY

ADAMS RIDGE, INC. ("Declarant") hereby gives Buyer the following limited structural warranty:

1. The term of this Warranty shall commence on the date the Unit is conveyed to Buyer and will continue for a period of two (2) years, except as to any defects which Buyer gives Seller written notice of prior to the expiration of the warranty period, as provided below. Any time period specified herein will not be extended by any acts or inaction on the part of Buyer or Declarant, and shall not be waived or extended by any repairs or requests for service.

2. Any request for service pursuant to this limited structural warranty must be in writing and delivered to Declarant prior to the expiration of the applicable period of this limited warranty, to Declarant's address. Any request for service must specifically state the particular defect or problem for which service is requested. Any request for service must also indicate reasonable times during which Buyer will be available at the Unit so that Declarant can inspect the problem and where appropriate schedule any applicable work.

3. Provided Declarant receives a written request within two years after the conveyance of the Unit to Buyer, Declarant will repair or replace, whichever Declarant determines to be appropriate, any structural defects which shall be defined as defects in components constituting any unit or common element which reduces the stability or safety of the structure below accepted standards or restricts the normal intended use of all or part of the structure and which require repair, renovation, restoration or replacement.

4. Declarant hereby assigns to Buyer any manufacturer's warranty for appliances and equipment in the Unit such as a refrigerator, range, hot water heater, dishwasher, garbage disposal, air conditioner and like items. Buyer will be responsible to assert any warranty claims against the applicable manufacturer.

5. This limited warranty expressly excludes, and there will be no implied assumption of responsibility for, the following:

a) Damage due to ordinary wear, tear and/or abusive use, or any damage which could have been caused by Buyer;

b) Defects which are the result of characteristics common to materials used, such as but not limited to:

- i. Warping and deflection of wood;
- ii. Fading, caulking and chipping of paint; and
- iii. Cracks due to drying, shrinking, curing and/or settlement of the structure affecting any building materials such as concrete, stucco, brick, masonry, drywall, plaster, woodwork and/or ceramic tile.

c) Loss or injury caused in any way by the elements including but not limited to water damage or damage caused by high winds.

d) Conditions resulting from condensation on or expansion or contraction of materials.

e) Damage to equipment or any property not supplied by Declarant.

f) Mildew.

6 This limited warranty inures to the benefit of Buyer and is non-transferable. All of the obligations of the Declarant shall terminate if and when the Unit is conveyed by Buyer and is no longer occupied by Buyer within the period provided for under the limited warranty.

7. The within limited warranty shall be automatically voided in the event Buyer adds to or in any manner modifies any items constructed or supplied by Declarant, or if Buyer makes any structural or other changes to the Unit.

8. All warranty work performed pursuant to the terms of the within limited warranty shall be performed only by Declarant or by a contractor or supplier hired by Declarant.

Receipt of a copy of this limited warranty is hereby acknowledged.

WITNESS:

Buyer

Buyer

DATE: _____

Instr: 188887238829620
Pages: 0

Book File Automation

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TENTH AMENDED DECLARATION OF CONDOMINIUM

This is the Tenth Amended Declaration of Condominium of Adams Ridge Condominium, A Condominium, as of July 22nd, 1998, pursuant to the provisions of the Uniform Condominium Act, 6B Pa. C.S.A. § 3101 et seq.

WHEREAS, Adams Ridge, Inc., a Pennsylvania corporation, ("Declarant") submitted certain property located in Adams Township, Butler County, Pennsylvania to the Declaration of Condominium dated December 6, 1996, and recorded in the Recorder of Deeds' Office of Butler County, in Book 2693, Page 959 as amended by the First Amended Declaration of Condominium dated January 27, 1997, and recorded in Book 2705, Page 846, and by the Second Amended Declaration of Condominium dated March 21, 1997, and recorded in Book 2721, Page 720, and by the Third Amended Declaration of Condominium dated July 2, 1997, and recorded in Book 2757, Page 508, and by the Fourth Amended Declaration of Condominium dated August 14, 1997, and recorded in Book 2769, Page 274, and by the Fifth Amended Declaration dated September 22, 1997, and recorded in Book 2781, Page 264, and by the Sixth Amended Declaration dated October 21, 1997, and recorded in Book 2791, Page 874, and by the Seventh Amended Declaration dated November 5, 1997, and recorded in Book 2797, Page 396, and by the Eighth Amended Declaration of Condominium dated March 10, 1998, recorded in Book 2836, Page 19, and by the Ninth Amended Declaration of Condominium dated April 15, 1998, recorded in Book 285, Page 613.

WHEREAS, pursuant to Article XVII of the Declaration of Condominium, the Declarant reserved the right to convert all or a portion of the convertible real estate as identified in the plats and plans for the purposes of constructing additional units; and

WHEREAS, the Declarant wishes to convert a portion of the convertible real estate to condominium units.

NOW, THEREFORE, Declarant hereby files this Tenth Amended Declaration of Condominium pursuant to the powers granted in the Declaration of Condominium and as set forth in the Condominium Act:

1. The Declarant hereby converts the area surrounding Townhouse Building T-9 as shown on the revised plats and plans which are attached hereto as Exhibit "A" and incorporated herein.
2. The attached Exhibit "A" shall be considered revisions to as well as additions to the original plats and plans filed as part of the Declaration of Condominium.
3. The Declarant shall construct a building consisting of four (4) standard townhouse units on the real estate converted by this Ninth Amended Declaration of Condominium. The Standard Townhouse is described in the original Declaration of Condominium and previous Amendments and is identified as Townhouse Building T-9.

BK2890 PG137

4. The units shall be designated as Units 901, 902, 903 and 904, inclusive and the revised percentage interests are shown on Exhibit "B" which is attached hereto and incorporated herein.

5. The units shall have a rear patio or deck which shall be a limited common element and shall also have such other limited common elements as are described in the original Declaration for Standard Townhouse units.

6. Attached as Exhibit "C" is the Certificate of Substantial Completion for Units 901, 902, 903 and 904 inclusive.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed on its behalf this 22nd day of July, 1998.

ADAMS RIDGE, INC., a
Pennsylvania Corporation

Donald P. Grub

By: [Signature]
Charles J. Batters
President

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Bucks) SS:

On this, the 22 day of July, 1998, before me, a Notary Public, the undersigned officer, personally appeared Charles J. Batters, known to me (or satisfactorily proven), who acknowledged himself to be the President of Adams Ridge, Inc., a Pennsylvania corporation, and that he as the President being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as President of the corporation.

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

Donald P. Grub
Notary Public

My Commission Expires:

Notarial Seal
Donald P. Grub, Notary Public
Cherry Hill, Bucks County
My Commission Expires July 29, 2002



9

EXHIBIT "A"

Revised plans recorded at Plan Book Volume 215.

Page No. 6.

BH2890 PG0139

EXHIBIT B

UNIT DESIGNATIONS/REVISED PERCENTAGE

Building - T-17	% Interest
1701	1.6181%
1702	1.6181%
1703	1.6181%
1704	1.6181%
1705	1.6181%
1706	1.6181%
1707	1.6181%
Building - T-1	
101	1.6181%
102	1.6181%
103	1.6181%
104	1.6181%
105	1.6181%
106	1.6181%
Building - T-2	
201	1.6181%
202	1.6181%
203	1.6181%
204	1.6181%
205	1.6181%
206	1.6181%
Building - T-3	
301	1.6181%
302	1.6181%
303	1.6181%
304	1.6181%
Building - T-4	
401	1.6181%
402	1.6181%
403	1.6181%
404	1.6181%
405	1.6181%
406	1.6181%

8

Building - T-5

501	1.61818
502	1.61818
503	1.61818
504	1.61818
505	1.61818
506	1.61818

Building - T-6

601	1.61818
602	1.61818
603	1.61818
604	1.61818
605	1.61818
606	1.61818

Building - T-7

701	1.61818
702	1.61818
703	1.61818
704	1.61818
705	1.61818
706	1.61818

Building - T-9

901	1.61818
902	1.61818
903	1.61818
904	1.61818

Building - Quadplex No. 8

8A	1.45644
8B	1.45644
8C	1.45644
8D	1.45644

Building - Quadplex No. 13

13-A	1.45644
13-B	1.45644
13-C	1.45644
13-D	1.45644

Building - Quadplex No. 14

14-A	1.45648
14-B	1.45648
14-C	1.45648
14-D	<u>1.45648</u>

100%

*This percentage interest or undivided interest is based on the Declaration of Condominium and any amendments. If units are created by the Declarant on the Convertible Real Estate, then this percentage interest will be adjusted downward in accordance with Article VI, Section 3, of the Declaration.

**TWENTY-SIXTH AMENDED DECLARATION OF CONDOMINIUM
OF ADAMS RIDGE CONDOMINIUM**


Mail To: Donald P. Graham, Esquire
Cranberry Professional Park
501 Smith Drive, Suite #3
Cranberry Township, PA 16066



I hereby CERTIFY
that this document is
recorded in the
Recorder's Office
of Butler County,
Pennsylvania

Michelle M. Musella
Michelle M. Musella - Recorder of Deeds

✱



Instr: 20010308004567 03/08/2001
 Pages: 13 F: \$35.50 8:55AM
 Michele Mustallo T20010005953
 Butler County Recorder M. DONALD P

TWENTY-SIXTH AMENDED DECLARATION OF CONDOMINIUM

This is the Twenty-Sixth Amended Declaration of Condominium of Adams Ridge Condominium, A Condominium, as of March 6, 2001, pursuant to the provisions of the Uniform Condominium Act, 68 Pa. C.S.A. § 3101 et seq.

WHEREAS, Adams Ridge, Inc., a Pennsylvania corporation, ("Declarant") submitted certain property located in Adams Township, Butler County, Pennsylvania to the Declaration of Condominium dated December 6, 1996, and recorded in the Recorder of Deeds' Office of Butler County, in Book 2693, Page 959 as amended by the First Amended Declaration of Condominium dated January 27, 1997, and recorded in Book 2705, Page 846, and by the Second Amended Declaration of Condominium dated March 21, 1997, and recorded in Book 2721, Page 720, and by the Third Amended Declaration of Condominium dated July 2, 1997, and recorded in Book 2757, Page 508, and by the Fourth Amended Declaration of Condominium dated August 14, 1997, and recorded in Book 2769, Page 274, and by the Fifth Amended Declaration dated September 22, 1997, and recorded in Book 2781, Page 264, and by the Sixth Amended Declaration dated October 21, 1997, and recorded in Book 2791, Page 874, and by the Seventh Amended Declaration dated November 5, 1997, and recorded in Book 2797, Page 396, and by the Eighth Amended Declaration of Condominium dated March 10, 1998, recorded in Book 2836, Page 19, and by the Ninth Amended Declaration of Condominium dated April 15, 1998, recorded in Book 2851, Page 613, and by the Tenth Amended Declaration of Condominium dated July 22, 1998, recorded in Book 2890, Page 137, and by the Eleventh Declaration of Condominium dated August 27, 1998, recorded in Book 2905, Page 166, and by the Twelfth Amended Declaration of Condominium dated October 1, 1998, recorded in Book 2917, Page 261, and by the Thirteenth Amended Declaration of Condominium recorded in Book 2946, Page 751, and by the Fourteenth Amended Declaration of Condominium dated March 8, 1998, and recorded in Book 2975, Page 852, and by the Fifteenth Amended Declaration of Condominium dated June 10, 1999 and recorded in Book 3015, Page 710, and by the Sixteenth Amended Declaration of Condominium dated October 25, 1999, and recorded in Book 3064, Page 403, and by the Seventeenth Amended Declaration of Condominium dated January 12, 2000, recorded at Instrument No. 20001140001091 and by the Eighteenth Amended Declaration of Condominium dated March 10, 2000, recorded at Instrument No. 200003160005652 and by the Nineteenth Amended Declaration of Condominium dated May 26, 2000, recorded at Instrument No. 200005260011862, the Twentieth Amended Declaration of Condominium dated June 8, 2000, recorded at Instrument No. 200006090013146, as revised by the Revised Twentieth Amended Declaration of Condominium dated June 13, 2000, recorded at Instrument Number 200006150013474, and by the Twenty-First Amended Declaration of Condominium dated July 3, 2000, recorded at Instrument No. 200007050015320, by the Twenty-Second Amended Declaration of Condominium dated October 3, 2000, recorded at Instrument No. 200010040023557, by the Twenty-Third Amended Declaration of Condominium dated October 17, 1999, recorded at Instrument No. 200010200024989, and by the Twenty-Fourth Amended Declaration of Condominium dated November 16, 2000, recorded at Instrument No. 200011200027617, and by the Twenty-Fifth Amended Declaration of Condominium dated December 12, 2000, recorded at Instrument No. 200012130029628.

WHEREAS, pursuant to Article XVII of the Declaration of Condominium, the Declarant reserved the right to convert all or a portion of the convertible real estate as identified in the plats and plans for the purposes of constructing additional units; and

WHEREAS, the Declarant wishes to convert a portion of the convertible real estate to condominium units.

NOW, THEREFORE, Declarant hereby files this Twenty-Sixth Amended Declaration of Condominium pursuant to the powers granted in the Declaration of Condominium and as set forth in the Condominium Act:

1. The Declarant hereby converts the area surrounding Quadplex Building No. 1 and Townhouse Building No. T-15 as shown on the revised plats and plans which are attached hereto as Exhibit "A" and incorporated herein.

2. The attached Exhibit "A" shall be considered revisions to as well as additions to the original plats and plans filed as part of the Declaration of Condominium.

3. The Declarant has constructed one building consisting of four (4) Quadplex units and one building consisting of six (6) standard Townhouse units on the real estate converted by this Twenty-Sixth Amended Declaration of Condominium. The Quadplex units and Townhouse Units are described in the original Declaration of Condominium and previous Amendments and the building are identified as Quadplex Building No. 1 and Townhouse Building No. T-15.

4. The units shall be designated as Units 1A, 1B, 1C and 1D, inclusive, and Units 1501, 1502, 1503, 1504, 1505 and 1506 inclusive and the revised percentage interests are shown on Exhibit "B" which is attached hereto and incorporated herein.

5. The units shall have a rear patio or deck which shall be a limited common element and shall also have such other limited common elements as are described in the original Declaration for Quadplex units and Townhouse units.

6. Attached as Exhibit "C" is the Certificate of Substantial Completion for Units 1A, 1B, 1C and 1D inclusive.

7. Attached as Exhibit "D" is the Certificate of Substantial Completion for Units 1501, 1502, 1503, 1504, 1505 and 1506 inclusive.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed on its behalf this 17th day of March, 2001

ADAMS RIDGE, INC., a
Pennsylvania Corporation

By: 

Charles J. Betters
President

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF BEAVER)

On this, the 6th day of March, 2001, before me, a Notary Public, the undersigned officer, personally appeared Charles J. Eatters, known to me (or satisfactorily proven), who acknowledged himself to be the President of Adams Ridge, Inc., a Pennsylvania corporation, and that he as the President being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as President of the corporation.

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

Janet R. Meredith
Notary Public

My Commission Expires:

Notarial Seal
Janet R. Meredith, Notary Public
Cranberry Twp., Butler County
My Commission Expires June 10, 2002

EXHIBIT "A"

Revised plans recorded at Plan Book Volume _____,
Page No. _____.

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EXHIBIT B

UNIT DESIGNATIONS/REVISED PERCENTAGE

<u>Building</u>		<u>% Interest*</u>
Building - T-1		
101	8101-8106	.6649%
102		.6649%
103		.6649%
104		.6649%
105		.6649%
106		.6649%
Building - T-2		
201	8201-8206	.6649%
202		.6649%
203		.6649%
204		.6649%
205		.6649%
206		.6649%
Building - T-3		
301	8301-8304	.6649%
302		.6649%
303		.6649%
304		.6649%
Building - T-4		
401		.6649%
402	8401-8406	.6649%
403		.6649%
404		.6649%
405		.6649%
406		.6649%
Building - T-5		
501		.6649%
502	8501-8506	.6649%
503		.6649%
504		.6649%
505		.6649%
506		.6649%

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Building - T-6		
601		.6649%
602		.6649%
603	8601-8606	.6649%
604		.6649%
605		.6649%
606		.6649%
Building - T-7		
701		.6649%
702	8701-8706	.6649%
703		.6649%
704		.6649%
705		.6649%
706		.6649%
Building - T-8		
801	8801-8806	.6649%
802		.6649%
803		.6649%
804		.6649%
805		.6649%
806		.6649%
Building - T-9		
901	8901-8904	.6649%
902		.6649%
903		.6649%
904		.6649%
Building - T-10		
1001		.6649%
1002	81001-81006	.6649%
1003		.6649%
1004		.6649%
1005		.6649%
1006		.6649%
Building - T-11		
1101		.6649%
1102	81101-81106	.6649%
1103		.6649%
1104		.6649%
1105		.6649%
1106		.6649%

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Building - T-12
1201 .6649%
1202 .6649%
1203 81201-81206 .6649%
1204 .6649%
1205 .6649%
1206 .6649%

Building - T-13
1301 .6649%
1302 81301-81306 .6649%
1303 .6649%
1304 .6649%
1305 .6649%
1306 .6649%

Building - T-14
1401 .6649%
1402 81401-81406 .6649%
1403 .6649%
1404 .6649%
1405 .6649%
1406 .6649%

Building - T-15
1501 .6649%
1502 81501-81506 .6649%
1503 .6649%
1504 .6649%
1505 .6649%
1506 .6649%

Building - T-16
1601 .6649%
1602 81601-81607 .6649%
1603 .6649%
1604 .6649%
1605 .6649%
1606 .6649%
1607 .6649%

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Building - T-17

1701	81701-81707	.6649%
1702		.6649%
1703		.6649%
1704		.6649%
1705		.6649%
1706		.6649%
1707		.6649%

Building - Quadplex No. 1

1A	8113	.5984%
1B	8123	.5984%
1C	8133	.5984%
1D	8143	.5984%

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Building - Quadplex No. 2		
2A	8213	.5984%
2B		.5984%
2C	8223	.5984%
2D	8233	.5984%
	8243	
Building - Quadplex No. 3		
3A	8313	.5984%
3B	8323	.5984%
3C	8333	.5984%
3D	8343	.5984%
Building - Quadplex No. 4		
4A	8413	.5984%
4B	8423	.5984%
4C	8433	.5984%
4D	8443	.5984%
Building - Quadplex No. 5		
5A	8511	.5984%
5B	8521	.5984%
5C	8533	.5984%
5D	8543	.5984%
Building - Quadplex No. 6		
6A	8612	.5984%
6B	8622	.5984%
6C	8633	.5984%
6D	8643	.5984%
Building - Quadplex No. 7		
7A	8711	.5984%
7B	8721	.5984%
7C	8733	.5984%
7D	8743	.5984%
Building - Quadplex No. 8		
8A	8811	.5984%
8B	8821	.5984%
8C	8831	.5984%
8D	8841	.5984%
Building - Quadplex No. 9		
9A	8911	.5984%
9B	8921	.5984%
9C	8932	.5984%
9D	8942	.5984%

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Building - Quadplex No. 10		
10A	8101a	.5984%
10B	8102a	.5984%
10C	8103a	.5984%
10D	8104a	.5984%
Building - Quadplex No. 11		
11A	8111	.5984%
11B	8112a	.5984%
11C	8113a	.5984%
11D	8114a	.5984%
Building - Quadplex No. 12		
12A	8121	.5984%
12B	8122a	.5984%
12C	8123a	.5984%
12D	8124a	.5984%
Building - Quadplex No. 13		
13-A	8131	.5984%
13-B	8132a	.5984%
13-C	8133a	.5984%
13-D	8134a	.5984%
Building - Quadplex No. 14		
14-A	8141	.5984%
14-B	8142a	.5984%
14-C	8143a	.5984%
14-D	8144a	.5984%
		100%

*This percentage interest or undivided interest is based on the Declaration of Condominium and any amendments. If units are created by the Declarant on the Convertible Real Estate, then this percentage interest will be adjusted downward in accordance with Article VI, Section 3, of the Declaration.

EXHIBIT "C"

CERTIFICATE OF COMPLETION PURSUANT TO SECTION 3414 (c) AND (d) OF THE
PENNSYLVANIA UNIFORM CONDOMINIUM ACT

I, Russell F. Lickert, a registered surveyor in the Commonwealth of Pennsylvania (Registration No. 31256-E), hereby certify that all the structural components and common element mechanical systems of the structure containing or constituting Units 1A, 1B, 1C and 1 D are substantially completed to the extent required by the Declaration of Condominium of the **Adams Ridge Condominium, A Condominium**, so as to permit the use of said units and any appurtenant limited common elements for their intended use.

I further certify that Units 1A, 1B, 1C and 1D are substantially completed in accordance with the description set forth in the Declaration of Condominium and Public Offering Statement of the **Adams Ridge Condominium, A Condominium**.

28 FEB 01
Date

Russell F. Lickert
Russell F. Lickert, P.L.S.

COMMONWEALTH OF PENNSYLVANIA :

: s.s.

COUNTY OF ALLEGHENY :

On this 28 day of FEBRUARY, A.D. 2001, before me, a notary public, the undersigned officer, personally appeared Russell F. Lickert, known to me, or satisfactorily proven, to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Diana B. Steele
Notary Public
Diana B. Steele, Notary Public
First Reg. Allegheny County
My Comm. Expires February 12, 2004
Member, Pennsylvania Association of Notaries

My Commission Expires: October 12, 2004

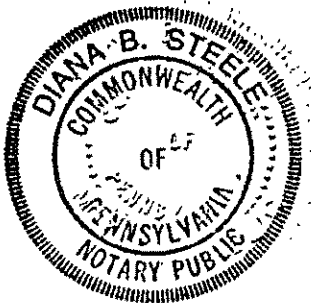


EXHIBIT "D"

CERTIFICATE OF COMPLETION PURSUANT TO SECTION 3414 (c) AND (d) OF THE
PENNSYLVANIA UNIFORM CONDOMINIUM ACT

I, Russell F. Lickert, a registered surveyor in the Commonwealth of Pennsylvania (Registration No. 31256-E), hereby certify that all the structural components and common element mechanical systems of the structure containing or constituting Units 1501, 1502, 1503, 1504, 1505, 1506 are substantially completed to the extent required by the Declaration of Condominium of the **Adams Ridge Condominium, A Condominium**, so as to permit the use of said units and any appurtenant limited common elements for their intended use.

I further certify that Units 1501, 1502, 1503, 1504, 1505, 1506 are substantially completed in accordance with the description set forth in the Declaration of Condominium and Public Offering Statement of the **Adams Ridge Condominium, A Condominium**.

1 MAR 01
Date

Russell F. Lickert
Russell F. Lickert, P.L.S.

COMMONWEALTH OF PENNSYLVANIA :

: s.s.

COUNTY OF ALLEGHENY :

On this 1st day of March, A.D. 2001, before me, a notary public, the undersigned officer, personally appeared Russell F. Lickert, known to me, or satisfactorily proven, to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Ariana B. Steele
Notary Public
Notarial Seal
Diana F. Steele, Notary Public
Plus Twp., Allegheny County
My Commission Expires Oct. 12, 2004
Member, Pennsylvania Association of Notaries

My Commission Expires: October 12, 2004

