



AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER is entered into this 17 day of November, 2020, between **CHESTNUT GROVE III CONDOMINIUM ASSOCIATION** (hereinafter referred to as "CG III") and **CHESTNUT GROVE II CONDOMINIUM ASSOCIATION** (hereinafter referred to as "CG II"). (The parties hereinafter are sometimes collectively referred to as the "Constituent Condominiums.")

WITNESSETH:

CG III and CG II are condominiums duly created and existing under the laws of the Commonwealth of Pennsylvania; and

CG III was created by the recording of a Declaration of Condominium (the "CG III Declaration") by E & E Chestnut Developers LLC, a Pennsylvania limited liability company ("Declarant"), dated August 24, 2020, and recorded in the Recorder of Deeds Office of Butler County at Instrument No. 202008240017597; and

CG II was created by the recording of a Declaration of Condominium (the "CG II Declaration") of Declarant dated April 2, 2013, and recorded in the Recorder of Deeds Office of Butler County at Instrument No. 201304020009364 and which has been amended which has been amended in amendments First through Sixth; and

Declarant in the CG III Declaration reserved the right to the Declarant to merge CG II with CG III; and pursuant to the provisions of the Uniform Condominium Act Section 3223(a), a vote was taken by the owners of CG II who passed by the required number of votes entering into this Agreement of Merger; and

The merger of the Constituent Condominiums shall result in the CG III merging with and into the CG II, with the CG II being the "Surviving Condominium," in the manner and upon the terms and conditions set forth herein; and

Terms not otherwise defined herein have the meanings given to such terms in the CG III Declaration and the CG II Declaration.

NOW, THEREFORE, for the purpose of effecting such merger and prescribing the terms and conditions thereof, and in consideration of the mutual covenants and agreements contained herein, the Constituent Condominiums, intending to be legally bound hereby, covenant and agree as follows:

1. **Merger.** On the Effective Date (as defined herein), CG III shall be merged with and into CG II and thereupon the separate existence of CG III shall cease and CG II shall continue to exist as the "Surviving Condominium."

2. **Declaration and Bylaws and Rules and Regulations of the Surviving Condominium.** Except as otherwise provided herein, upon the Effective Date, the Declaration of CG III, as in effect immediately before the merger, shall be the Declaration of the Surviving Condominium until thereafter amended as provided by law in such Declaration. Except as otherwise provided herein, the Bylaws and Rules and Regulations of CG II, as in effect

immediately before the merger, shall be the Bylaws and Rules and Regulations of the Surviving Condominium until thereafter amended as provided by law, the Declaration of the Surviving Condominium and such Bylaws.

3. **Directors Officers of the Surviving Condominium.** The Executive Board members of CG II immediately before the merger will be the initial executive board members of the Surviving Condominium, and the officers of CG II immediately before the merger will be the initial officers of the Surviving Condominium, and each case until their successors are duly elected are appointed and qualified. If on the Effective Date a vacancy shall exist and any board membership or officer of the Surviving Condominium, such vacancy shall thereafter be filled in the manner provided by law and the Bylaws of the Surviving Condominium. The executive board members shall continue their term of office as existed in CG II immediately before the merger.

4. **Effective Date.** The Effective Date of the merger shall be the date of recording of this Agreement with the Recorder of Deeds Office of Butler County.

5. **Percentage Interest.** As of the Effective Date, the percentage interest of all units shall be amended as set forth on Exhibit "A" attached hereto and made a part hereof. The Declarant shall have the right to convert additional units in CG III and the percentage interest shall be reallocated. The basis for allocation of percentage interest is on an equal basis for each unit.

6. **Effect of Merger.** On the Effective Date:

A. The separate existence of CG III shall cease, and CG II shall continue to exist as a Surviving Condominium.

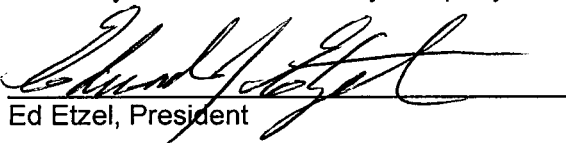
B. The Surviving Condominium shall succeed to and possess all of the assets, rights, privileges, immunities, powers, purposes and franchise and shall be subject to all of the obligations, restrictions and liability of CG III, all without further act or deed and as more fully set forth under Section 3223(a) of the Pennsylvania Uniform Condominium Act, as amended.

7. **Further Assurances.** If at any time after the Effective Date the Surviving Condominium shall determine that any further actions or instruments or conveyances are necessary or desirable in order to vest in or confirm to the Surviving Condominium full title to and possession of all properties, assets, rights, privileges and franchises of CG III, then the officers or directors of the Surviving Condominium, or at their request, the persons who are officers and directors of CG III immediately prior to the Effective Date, shall such officers and directors, take all such actions and execute and deliver all such instruments as the Surviving Condominium may so determine to be necessary or desirable.

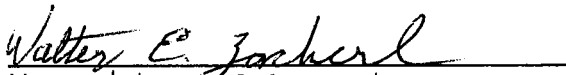
8. **Name of the Surviving Condominium.** Upon the Effective Date, the name of the Surviving Condominium shall be Chestnut Grove II Condominium Association.

IN WITNESS HEREOF, the Declarant, Chestnut Grove III Condominium Association and Chestnut Grove II Condominium Association have duly executed and delivered this Agreement of Merger on behalf of the Constituent Condominiums on the date first above written.

E & E Chestnut Developers LLC
a Pennsylvania limited liability company

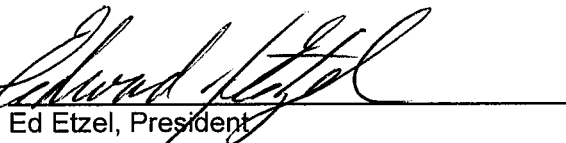
By: 
Ed Etzel, President

Chestnut Grove II Condominium Association

By: 
Name: Walter E Zacherl
Title: PRESIDENT

Chestnut Grove III Condominium Association

By: E & E Chestnut Developers LLC, Declarant


By: 
Ed Etzel, President

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF Butler)

On this, the 17 day of November, 2020, before me, a Notary Public, the undersigned officer, personally appeared Ed Etzel who acknowledged himself to be the President of E & E Chestnut Developers LLC, a Pennsylvania limited liability company, and in that capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as such President.

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

Commonwealth of Pennsylvania - Notary Seal
James P. Coulter, Notary Public
Butler County
My commission expires December 5, 2023
Commission number 1031713
Member, Pennsylvania Association of Notaries

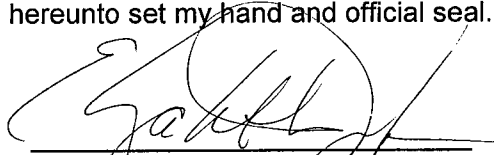


Notary Public
My commission expires: 12-5-23

COMMONWEALTH OF PENNSYLVANIA :
 : S.S.
COUNTY OF Butler :

On this, the 17 day of November, 2020, before me, a notary public, the undersigned officer, personally appeared Walter E Zaehnerl who acknowledged him / herself to be the President of Chestnut Grove II Condominium Association, a corporation, and that he / she as such _____ being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by him / herself as President.

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



Notary Public
My Commission Expires:

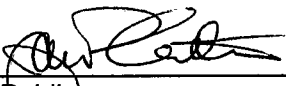
Commonwealth of Pennsylvania - Notary Seal
Elizabeth Johns, Notary Public
Butler County
My commission expires March 19, 2023
Commission number 1289054
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF Butler)

On this, the 17 day of NOVEMBER, 2020, before me, a Notary Public, the undersigned officer, personally appeared Ed Etzel who acknowledged himself to be the President of E & E Chestnut Developers LLC, a Pennsylvania limited liability company, Declarant of Chestnut Grove III Condominium Association and in that capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as such President.

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

Commonwealth of Pennsylvania - Notary Seal
James P. Coulter, Notary Public
Butler County
My commission expires December 5, 2023
Commission number 1031713
Member, Pennsylvania Association of Notaries



Notary Public
My commission expires: 12-5-23



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


Michele M. Mustello - Recorder of Deeds

EXHIBIT "A"

SCHEDULE OF UNIT IDENTIFYING NUMBERS
AND PERCENTAGE INTERESTS

Unit	101	0.847%	Unit	111	0.847%	Unit	121	0.847%
Unit	102	0.847%	Unit	112	0.847%	Unit	122	0.847%
Unit	103	0.847%	Unit	113	0.847%	Unit	123	0.847%
Unit	104	0.847%	Unit	114	0.847%	Unit	124	0.847%
Unit	131	0.847%	Unit	141	0.847%	Unit	151	0.847%
Unit	132	0.847%	Unit	142	0.847%	Unit	152	0.847%
Unit	133	0.847%	Unit	143	0.847%	Unit	153	0.847%
Unit	134	0.847%	Unit	144	0.847%	Unit	154	0.847%
Unit	161	0.847%	Unit	171	0.847%	Unit	181	0.847%
Unit	162	0.847%	Unit	172	0.847%	Unit	182	0.847%
Unit	163	0.847%	Unit	173	0.847%	Unit	183	0.847%
Unit	164	0.847%	Unit	174	0.847%	Unit	184	0.847%
Unit	191	0.847%	Unit	201	0.847%	Unit	211	0.847%
Unit	192	0.847%	Unit	202	0.847%	Unit	212	0.847%
Unit	193	0.847%	Unit	203	0.847%	Unit	213	0.847%
Unit	194	0.847%	Unit	204	0.847%	Unit	214	0.847%
Unit	221	0.847%	Unit	231	0.847%	Unit	241	0.847%
Unit	222	0.847%	Unit	232	0.847%	Unit	242	0.847%
Unit	223	0.847%	Unit	233	0.847%	Unit	243	0.847%
Unit	224	0.847%	Unit	234	0.847%	Unit	244	0.847%
Unit	391	0.847%	Unit	401	0.847%	Unit	411	0.847%
Unit	392	0.847%	Unit	402	0.847%	Unit	412	0.847%
Unit	393	0.847%	Unit	403	0.847%	Unit	413	0.847%
Unit	394	0.847%	Unit	404	0.847%	Unit	414	0.847%
Unit	421	0.847%	Unit	431	0.847%	Unit	441	0.847%
Unit	422	0.847%	Unit	432	0.847%	Unit	442	0.847%
Unit	423	0.847%	Unit	433	0.847%	Unit	443	0.847%
Unit	424	0.847%	Unit	434	0.847%	Unit	444	0.847%
Unit	451	0.847%	Unit	461	0.847%	Unit	471	0.847%
Unit	452	0.847%	Unit	462	0.847%	Unit	472	0.847%
Unit	453	0.847%	Unit	463	0.847%	Unit	473	0.847%
Unit	454	0.847%	Unit	464	0.847%	Unit	474	0.847%
Unit	481	0.847%	Unit	491	0.847%	Unit	501	0.847%
Unit	482	0.847%	Unit	492	0.847%	Unit	502	0.847%
Unit	483	0.847%	Unit	493	0.847%	Unit	503	0.847%
Unit	484	0.847%	Unit	494	0.847%	Unit	504	0.847%

Unit 511 0.847%
Unit 512 0.847%
Unit 513 0.847%
Unit 514 0.847%

Unit 571 0.847%
Unit 572 0.847%

Unit 581 0.847%
Unit 582 0.847%

Unit 601 0.847%
Unit 602 0.847%

*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 II, Section 2.1, of the Declaration.

MAIL TO:

DONALD P. GRAMM, ESQ.
600 CRANBERRY WOODS DRIVE, SUITE 175
CRANBERRY TWP PA 16066