

DECLARATION OF CONDOMINIUM

for

ADAMS CROSSING AT SENATE, A CONDOMINIUM

ARTICLE I

SUBMISSION: DEFINED TERMS

Section 1.1 Declarant; Property; County; Name. SENATE ACQUISITION & DEVELOPMENT, LLC, a Pennsylvania limited liability company, (the "Declarant") the owner of all interests in fee simple of the Real Estate described in Exhibit A attached hereto, located in the Township of Adams, County of Butler and Commonwealth of Pennsylvania, hereby submits the Real Estate, together with the buildings and improvements thereon erected or to be erected and the easements, rights and appurtenances thereunto belonging (the "Property") to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. A. section 3101 et seq. (as the same may be amended from time to time, the "Act"), and hereby create with respect to the Property a condominium, to be known as "Adams Crossing at Senate, a Condominium" (the "Condominium").

Section 1.2 Easements and Licenses. Attached hereto as Exhibit "B" is a list of the recorded easements and licenses affecting the Real Estate hereby submitted to the Act.

Section 1.3 Defined Terms.

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

1.3.2 Terms Defined Herein. The following terms are used or defined in general terms in the Act and shall have specific meanings herein as follows:

- a. "Association" means the Unit Owners Association of the Condominium and shall be known as the "Adams Crossing at Senate Condominium Association.
- b. "Building" means any building included in the Property.
- c. "Condominium" means the Condominium described in Section 1.1 above.
- d. "Declarant" means the Declarant described in Section 1.1 above and all successors to any Special Declarant Rights.

- e. "Declaration" means this Document, as the same may be amended from time to time.
- f. "Executive Board" means the Executive Board of the Association.
- g. "Limited Common Elements" means the Common Elements described as such in the Act, including the driveways and patios located adjacent to a Unit as shown on the Plats and Plans.
- h. "Limited Expenses" means the Common Expenses described as such in Section 3314(c) of the Act as modified by Section 2.4 of this Declaration.
- i. "Plats and Plans" means the Plats and Plans being recorded contemporaneously herewith in the office of Recorder of Deeds of Butler County, Pennsylvania, as the same may be amended from time to time, which are hereby incorporated herein as Exhibit D.
- j. "Property" means the Property described in Section 1.1 above, together with any Additional Real Estate as may be added to the Condominium.
- k. "Unit" means a Unit as described herein and in the Plats and Plans.

1.3.3 Non-statutory Terms. The following terms when used herein shall have the meanings set forth below:

- a. "General Common Expenses" means Common Expenses excluding Limited Expenses.
- b. "Percentage Interest" means the undivided ownership interest in the Common Elements appurtenant to each Unit as set forth in Exhibit "C" attached, as the same may be amended from time to time.
- c. "Permitted Mortgage" means any mortgage to the seller of a Unit and a first mortgage to (I) the Declarant; (II) a bank, trust company, savings bank, savings and loan association, mortgage service institutional investor or lender; (III) any other mortgagee approved by the Executive Board. A holder of a Permitted Mortgage is referred to herein as a "Permitted Mortgagee."

ARTICLE II

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

Section 2.1. Plats and Plans. The location and dimensions of the Buildings other improvements comprising the property and the location of the Units, Common Elements and Limited Common Elements of the Condominium are shown on the Plats and Plans.

Section 2.2. Percentage Interests. Attached as Exhibit "C" hereto is a list of all Units by their identifying Numbers and the Percentage Interest allocated to each Unit, determined by a fraction having as the numerator the square feet of living space in the Unit and as a denominator the total number of square feet of living space in all Units in the Condominium at the time the instrument is recorded. The Percentage Interest shall determine the number of votes in the Association and the share of Common Expense Liability appurtenant to each Unit. Initially, one vote shall be assigned to each Unit. The total Percentage Interest of all Units will be one hundred (100%) percent.

Section 2.3. Unit Boundaries. The title lines or boundaries of each Unit situated as shown on the Plats and Plans and described as follows:

- a. Horizontal Boundaries: The upper and lower (horizontal boundaries of the Unit shall be the following extended to intersections with the vertical boundaries;
 - (1) Upper Boundary: The Unit side surface of the plywood sheathing of the roof of the Building.
 - (2) Lower Boundary: As to Units 4201, 4202, 4302, 4303, 4402 and 4403: The bottom surface of the basement floor slab; as to the remaining units, The bottom surface of the concrete garage or first floor slab.
- b. Vertical Boundaries: The vertical boundaries of the Unit shall be the vertical planes, extended to intersections with each other and with the upper and lower boundaries, of the Unit-side surface of the exterior walls of the Building, and the center line of the party walls which separate the Unit from other Units.
- c. Each Unit shall also consist of:
 - (1) the finished or decorating surfaces, including paint, lacquer, varnish, wallpaper, paneling, tile, carpeting and any other

material applied to wall, floor or ceiling areas; all doors and windows in interior and perimeter walls, including patio doors;

- (2) all built-in and installed fixtures and equipment located within a Unit for the exclusive use of the Unit, commencing at the point of connection with the structural part of the Building and with utility pipes, lines of systems, serving the Building, including furnaces, water heaters, ductwork and piping serving only one Unit, and air conditioning or similar units located outside the Unit but serving only one Unit; and
- (3) all spaces, interior partitions and other fixtures and improvements within the title lines described above. Each Unit shall include the items within the title lines described in Section 3202 of the Act which are appurtenant to the Unit.

Section 2.4. Maintenance Responsibilities. Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary descriptions, the Units and Common Elements shall be maintained and repaired by each Unit Owner and by the Association in accordance with the provisions of Section 3307 of the Act, except as expressly set forth to the contrary herein. All Common Expenses associated with the maintenance of a Limited Common Element shall be assessed as Limited Expenses against the Units to which such Limited Common Element was assigned at the time the expense was incurred in the same proportions as the respective Percentage Interests of all such Units. Ordinary maintenance and repair of patio Limited Common Elements shall be the responsibility of the Owner of the Unit to which such Limited Common Element is appurtenant. Structural repairs or replacements of all general and limited Common elements, including but not limited to the roofs, exterior walls and landscaping areas shall be the responsibility of the Association, the costs to be charged as General Common Expenses. In addition, the Association may provide for Association maintenance of Unit components where such items involve matters of concern related to the general health, safety and welfare of the occupants of the Building in which the Unit is located and may promulgate guidelines governing the division of maintenance and repair responsibilities between the Unit Owners and the Association. Maintenance and repair of driveways, including snow removal shall be the responsibility of the Association.

Section 2.5. Relocation of Unit boundaries. Relocation of boundaries between Units or subdivision of Units is not permitted.

ARTICLE III

LIMITED COMMON ELEMENTS

Section 3.1. “Limited Common Elements,” include driveways, patios, and the landscape areas lying between each unit and its adjoining sidewalks, and are for the exclusive use of the Unit which they serve.

ARTICLE IV

EASEMENTS

Section 4.1. Additional Easements. In addition to and in supplementation of the easements provided for by Sections 3216, 3217, 3218 of the Act, the following easements are hereby created:

- a. Declarant’s Use for Sales Purposes. Declarant shall have the right to maintain sales offices, management offices and models throughout the Property. Declarant reserves the right to place models, management offices and sales offices on any portion of the Common Elements in such manner, of such size and in such locations as Declarant deems appropriate or to use any Unit for such purposes. Declarant may from time to time relocate models, management offices and sales offices to different locations within the Common Elements. Upon the relocation of a model, management office or sales office constituting a Common Element, Declarant may remove all personal property and fixtures therefrom. Any fixtures not so removed shall be deemed Common Elements, and any personal property not so removed shall be deemed the property of the Association.
- b. Utility Easements. The Units and Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant, the Association, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easement created in this Section shall include, without limitation, rights of Declarant, the Association, or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wires, conduits and

equipment and ducts and vents over, under, through, along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this Section, unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant, or so as not to materially interfere with the use or occupancy of the Unit by its occupants.

- c. Declarant's Easement to Correct Drainage. Declarant reserves an easement on, over and under those portions of the Common Elements not located within a Building for the purpose of maintaining and correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created by this Section expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, or to take any other action reasonably necessary to achieve this purpose, following which the Declarant shall restore the affected property as closely to its original condition as practicable.
- d. Signs. Declarant shall have the right to maintain on the property such advertising signs as Declarant in its sole discretion may deem appropriate, provided that such signs comply with applicable governmental requirements. Declarant may from time to time relocate such advertising signs.
- e. Construction Easement. Until the expiration of seven (7) years after the date hereof, the Declarant shall have an easement through the Units and the Common Elements for access or any other purposes necessary to complete any renovations or work to be performed by the Declarant.

ARTICLE V

AMENDMENT OF DECLARATION

Section 5.1 Amendment Procedure. This Declaration may be amended only in accordance with the procedures specified in Section 3219 of the Act, the other Sections of the Act referred to in Section 3210 thereof, and the express provisions of this Declaration.

Section 5.2. Rights of Permitted Mortgagees. Subject to the limitations imposed by Section 3221 of the Act and except as set forth below, no amendment of this Declaration may be made without the prior written approval of all Permitted Mortgagees

if and to the extent that such approval is required by the Act or if and to the extent that such amendment would have the effect of (1) terminating or abandoning the Condominium (except for termination or abandonment as a result of taking of all the Units by eminent domain); (2) abandoning, encumbering, selling or transferring the Common Elements; or (3) changing the Percentage Interests of any Unit Owners. Such approval shall not be required with respect to any Amendment pursuant to Section 2.6. hereof. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common Elements shall not be deemed to be a transfer within the meaning of this Section.

Section 5.3. Other Amendments. If any amendment is necessary in the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provision of the Declaration or the Plats and Plans which is defective or inconsistent with any other provision hereof or appearing or failing to appear in the Plats and Plans which is incorrect, defective or similarly inconsistent, the Executive Board may, at any time and from time to time effect such amendment without the approval of the Unit Owners or Permitted Mortgagees, upon receipt by the Executive Board of an opinion from independent registered architect or licensed professional engineer in the case of any such amendment to the Plats and Plans. Each such amendment shall be effective upon the recording of any appropriate instrument setting forth the amendment and its due adoption, execution and acknowledgment by one or more officers of the Executive Board.

ARTICLE VI

USE RESTRICTIONS

Section 6.1. Use and Occupancy of Units and Common Elements. The occupancy and use of the Units and Common Elements shall be subject to the following restrictions:

- a. All Units shall be used only as a residence for a single family or such other uses permitted by this Declaration. With the prior consent of the Executive Board, portions of the Common Elements may be used for any lawful commercial purposes, not inconsistent with all applicable laws, codes or ordinances. No Unit Owner shall permit his Unit to be used or occupied for any prohibited purpose.
- b. Except as set forth in subparagraph "a" above, no industry, business, trade, occupation or profession of any kind shall be conducted, maintained, or permitted on any part of the Property. No signs advertising or other displays shall be maintained or permitted on any part of the Property except at such location and in such form as shall be determined by the Executive Board. The right is reserved by the Declarant or its agent or agents to place "For Sale" signs on any unsold or unoccupied Units, and on any

part of the Common Elements, and the right is hereby given to any Permitted Mortgagee, who may become the Owner of any Unit, to place such signs on any Unit owned by such Permitted Mortgagee.

- c. There shall be no obstruction or alteration of the Common Elements nor shall anything be stored in or on the Common Elements without the prior consent of the Executive Board except as herein expressly provided.
- d. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Property, or contents thereof, without the prior written consent of the Executive Board, which consent may be conditioned upon the Unit Owner of such Unit being required to bear the full amount of such increase. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will violate any law, statute, ordinance or regulation of any governmental body or which will result in the cancellation of any insurance maintained by the Executive Board. No waste shall be committed in the Common Elements.
- e. No person shall create a nuisance on the Property or engage in any use or practice which interferes with the peaceful possession or proper use of any of the Units or of the Common Elements.
- f. No Unit Owner, or Occupant shall (1) build any structure on the Common Elements (including Limited Common Elements) or make any installation which extends beyond the physical limits of Unit Owner's or Occupant's Unit into the Common Elements; (2) paint or otherwise alter the structure, form or appearance of the exterior portion of any wall, window, door or other portion of the Property which is visible from outside of such Unit; or (3) place any sign, notice, advertisement or the like on any part of the Property which is visible from outside of such Unit.
- g. No Unit Owner shall do any work or any other act which would jeopardize the soundness or safety of the Property or any part thereof, or impair any easement or hereditaments without the unanimous consent of the Unit Owners affected thereby.
- h. No animals of any kind may be raised, bred or kept in the Condominium except as specifically authorized by the Rules and Regulations adopted from time to time by the Executive Board. All pets must be kept leashed when outside the Unit. No pets may be left outside the Unit unattended in a kennel run or in any other fashion.

- i. Except as provided herein, there shall be no outside storage upon any Limited or General Common Element of any automobile, truck, tractor, mobile home, camper, boat or other transportation device of any kind unless approved by the Board in the Rules and Regulations hereinafter adopted. No Owners or Tenants shall repair or restore any vehicle of any kind upon any Limited or General Common Element except for normal maintenance or emergency repairs. In addition, the Board shall have the right to adopt further detailed Rules and Regulations concerning parking and the operation of vehicles on the Property.
- j. No motorcycles, motorbikes, go-carts, snow mobiles or similar motor powered vehicles shall be operated on any portion of the Common Elements.
- k. That portion of the Limited Common Elements which constitutes the landscape area between each unit and its adjoining sidewalks may contain, in addition to ordinary and customary plantings, one statue, 36 inches in height or less, one trellis, one bird bath, two shepherd's crooks, and one bench; it may not contain ground lighting, lawn balls, flags, pennants or flag poles, fountains, walking paths or window boxes.

Section 6.2. Additions, Alterations or Improvements to Units. No Unit Owner shall make or permit any addition, alteration or improvement to his Unit which could or might affect the structural integrity of the Building. No Unit Owner shall make or permit any other structural change, addition, alteration or improvement in or to his Unit without the prior written consent of the Executive Board; No such change may result in rendering inaccurate the description of that Unit on the Plats and Plans.

Section 6.3. Rules and Regulations. Reasonable Rules and Regulations not in conflict with the provisions of the Declaration, concerning the use and enjoyment of the Property, may be promulgated from time to time by the Executive Board, subject to the right of the Association to change such Rules and Regulations. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such Rules and Regulations or any amendments thereto.

SECTION VII

MORTGAGES

Section 7.1. Permitted Mortgages. A Unit Owner other than the Declarant or the Executive Board may not voluntarily encumber or subject his, her or its Unit to any lien other than the lien of a Permitted Mortgage. Whether or not they expressly so state,

all such Permitted Mortgages and the obligations secured thereby shall be deemed to provide, generally, that the Permitted Mortgage, and the rights and obligations of the parties thereto, shall be subject to the terms and conditions of the Act and this Declaration and shall be deemed to provide specifically, but without limitation that the Permitted Mortgagee shall have the right (a) to participate in the adjustment of losses with insurers or in the decision as to whether or not or how to repair or restore damage to or destruction to the Property, or (b) to accelerate the mortgage debt or to have any other remedies by virtue of waste or alleged waste or other conditions occurring anywhere on the Property other than within the affected Unit, and the obligation secured shall be prepayable, without penalty, upon the happening of any termination of the Condominium or determination not to restore or replace the affected Unit. No Unit Owner shall deliver any Permitted Mortgage, or any obligation to be secured thereby, unless it has first notified the Executive Board of the name and address of the proposed Permitted Mortgagee. Upon receipt of notice of a Permitted Mortgage, the Secretary of the Executive Board shall instruct the insurer of the Property to add the name of the Permitted Mortgagee to the mortgagee loss payable provision of the hazard insurance policy covering the Property and to provide such Permitted Mortgagee's name has been so added. The Secretary shall maintain a register of such Permitted Mortgages, showing the names and addresses of the Permitted Mortgagees and the amount secured thereby.

Section 7.2. Rights of Permitted Mortgages. Upon the specific written request of a holder of a mortgage on a Unit or its servicer to the Executive Board, the mortgagee shall be entitled to receive some or all of the following as designated in the request:

- a. copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Executive Board to the Owner of the Unit covered by the mortgage;
- b. any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Unit Owners;
- c. copies of notices of meetings of the Unit Owners and the right to designate a representative to attend such meetings;
- d. notice of the decision of the Unit Owners to make any material amendment to this Declaration;
- e. notice of substantial damage to or destruction of any Unit (the repair of which would cost in excess of \$1,000.00) or any part of the Common Elements (the repair of which would cost in excess of \$10,000.00);
- f. notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Property;

- g. notice of any default by the Owner of the Unit which is subject to the mortgage, where such default is not cured by the Unit Owner within thirty (30) days after the giving of notice of the Association to the Unit Owner of the existence of the default;
- h. the right to examine the books and records of the Executive Board at any reasonable time; or
- i. notice of any decision by the Executive Board to terminate professional management and assume self-management of the Property.

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

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

ARTICLE VIII

LEASING

A Unit Owner may lease or sublease his Unit (but not less than his entire Unit) any time and from time to time provided that: (1) no Unit may be leased or subleased for transient or hotel purposes or for an initial term of less than six (6) months; (2) no Unit may be leased or subleased without a written lease or sublease on a form approved by the Executive Board; (3) a copy of such lease or sublease shall be furnished to the Executive Board within the (10) days after execution thereof; and (4) a breach of the Declaration, By-laws or Rules and Regulations of the condominium shall constitute a default under the lease or sublease and the lessee or sublessee shall be bound by and subject to the Declaration, By-laws and Rules and Regulations of the Condominium.

ARTICLE IX

BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT

Section 9.1. Monthly Payments. All Common Expense assessments made in order to meet the requirements of the Association's annual budget shall be deemed to be adopted and assessed on a monthly basis (rather than on an annual basis payable in monthly installments) and shall be due and payable in advance on the first day of each month. Special assessments and fines shall be due and payable in one or more monthly

payments, in advance, on the first day of each month, as determined by the Executive Board.

Section 9.2. Subordination of Certain Charges. Any fees, charges, late charges, fines, interest or any assessment or supplemental assessment, and including any lien arising from the same, which may be levied by the Executive Board pursuant to Sections 3302 (a) (10), (11) and (12) of the Act, shall be subordinate to the lien of a Permitted Mortgage on a Unit.

Section 9.3. Surplus. The Budget of the Association shall segregate Limited Common Expenses for General Common Expenses. Any amounts accumulated from assessments and income from the operation of the Common Elements in excess of the amount required for actual expenses and reserves for future expenses shall be credited to each Unit Owner in accordance with their Percentage Interests, said credits to be applied to the next monthly assessments of General or Limited Common Expenses due from said Unit Owners under the current fiscal year's budget, and thereafter, until exhausted.

Section 9.4. Limitation on Expenditures. There shall be no structural alterations, capital additions to, or capital improvements on the Common Elements (other than for purposes of repairing, replacing and restoring portions of the Common Elements) requiring an expenditure in excess of ten (10%) percent of the total budget of the Association for that fiscal year without the prior approval of a majority of the Unit Owners entitled to vote.

Section 9.5. Reserve. Each annual budget for Common Expenses may include an amount reasonably considered by the Executive Board to be sufficient as a reserve for replacements, contingencies, capital expenditures and deferred maintenance. In addition, the Executive Board shall have the right to segregate all or any portion of such reserve for any specific replacement or contingency upon such conditions as the Executive Board deems appropriate.

Section 9.6. Accounting. Within one hundred twenty (120) days after the end of the fiscal year of the Association, the Executive Board shall supply to all Unit Owners an itemized accounting of the Common Expenses for the preceding fiscal year actually incurred and paid together with a tabulation of the amounts collected pursuant to the annual budget or assessments and leases and sales of property owned or managed by the Executive Board on behalf of the Association, and showing the net excess or deficit of income over expenditures plus reserves.

Section 9.7. Interest and Charges. All sums assessed by the Executive Board against any Unit Owner shall bear interest thereon at the rate of fifteen (15%) percent per annum or such other rate as may be determined by the Executive Board from the tenth (10th) day following default in payment of any assessment when due. Any delinquent Owner shall also be obligated to pay a one time late charge not to exceed ten (10%) percent and (1) all expenses of the Executive Board, including reasonable attorney's fees, incurred in the collection of the delinquent assessment by legal proceedings or otherwise,

and (2) any amounts paid by the Executive Board for taxes or on account of superior liens or otherwise to protect its lien, which expenses and amounts, together with accrued interest, shall be deemed to constitute part of the delinquent assessment and shall be collectible as such, subject to Section 9.2 above.

ARTICLE X

DECLARANT'S RIGHTS

Section 10.1. Control. Election of the members of the Executive Board shall be subject to the following conditions:

- a. Until the sixtieth (60) day after conveyance of twenty-five (25%) percent of the Units to Unit Owners other than Declarant, Declarant shall have the right to appoint and remove any and all officers and members of the Executive Board. Declarant may not unilaterally remove any members of the Executive Board elected by Unit Owners other than Declarant.
- b. Not later than sixty (60) days after conveyance of twenty-five (25%) percent of the Units to Unit Owners other than Declarant, not less than twenty-five (25%) percent of the members of the Executive Board shall be elected by Unit owners other than Declarant.
- c. Not later than sixty (60) days after conveyance of fifty (50%) percent of the Units to Unit Owners other than Declarant, not less than thirty-three and one-third (33 1/3%) percent of the members of the Executive Board shall be elected by Unit Owners other than Declarant.
- d. Not later than the earlier of (1) seven (7) years after the date of the recording of this Declaration, or (2) one hundred eighty (180) days after seventy-five (75%) percent of the Units which may be constructed on the Property have been conveyed to Unit Owners other than Declarant, all members of the Executive Board appointed by Declarant shall resign, and the Unit owners (including Declarant to the extent of Units owned by Declarant) shall elect a new Executive Board.

Section 10.2. Declarant Owned Units. Declarant will only be required to pay its pro-rata share of actual operating expenses of the individual Units which it owns and occupies.

ARTICLE XI

LIMITATION OF LIABILITY

Section 11.1. Limited Liability of the Executive Board. The Executive Board, and its members in their capacity as members, officers and employees:

- a. shall not be liable for the failure of any service to be obtained by the Executive Board and paid for by the Association, or for injury or damage to persons or property caused by the Elements or by another Unit Owner or person on the Property, or resulting from electricity, gas, water, rain, dust or sand which may leak or flow from the outside or from any part of the Building, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place unless in each such instance such injury or damage has been caused by the willful misconduct or gross negligence of the Association or the Executive Board;
- b. shall not be liable to the Unit Owners as a result of the performance of the Executive Board members' duties for any mistake of judgment, negligence or otherwise, except for the Executive Board members' own willful misconduct or gross negligence;
- c. shall have no personal liability in contract to a Unit Owner or any other person or entity under any agreement, check, contract, deed, lease, mortgage, instrument or transaction entered into by them on behalf of the Executive Board or the Association in the performance of the Executive Board members' duties;
- d. shall not be liable to a Unit Owner, or such Unit Owner's tenants, employees, agents, customers or guests, for loss or damage caused by theft of or damage to personal property left by such Unit Owner or his tenants, employees, agents, customers or guests in a Unit, or in or on the Common Elements or Limited Common Elements, except for the Executive Board members' own willful misconduct or gross negligence;
- e. shall have no personal liability in tort to a Unit Owner or any other person or entity, direct or imputed, by virtue of acts performed by or for them, except for the Executive Board members' own willful misconduct or gross negligence in the performance of this duties; and
- f. shall have no personal liability arising out of the use, misuse or condition of any Building, or which might in any other way be

assessed against or imputed to the Executive Board members' own willful misconduct or gross negligence.

Section 11.2. Indemnification. Each member of the Executive Board, in his or her capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities including attorneys' fees, reasonably incurred by or imposed upon him or her in connection with any proceedings in which he or she may become involved by reason of his or her being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he or she is an Executive Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged guilty of willful misconduct or gross negligence in the performance of his or her duties; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he or she is then an Executive Board member) approves such settlement and reimbursement as being in the best interests of the Association; and provided further that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board member and/or officer had no reasonable cause to believe his or her conduct was unlawful. The indemnification by the Unit Owners set forth in this Section shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

Section 11.3. Defense of Claims. Complaints brought against the Association, the Executive Board or the officers, employees or agents thereof in their respective capacities as such, or the Condominium as a whole, shall be directed to the Executive Board of the Association, which shall promptly give written notice thereof to the Unit Owners and the holders of any mortgages on Units, and such complaints shall be defended by the Association. The Unit Owners and the holders of mortgages on Units shall have no right to participate in such defense other than through the Association.

Section 11.4. Insurance. The Executive Board shall obtain insurance to satisfy the indemnification obligation of the Association and all Unit Owners set forth above, if and to the extent reasonably available.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be duly executed on this 15th day of December 2006.

WITNESS:

SENATE ACQUISITION &
DEVELOPMENT, LLC

Nathan D. Yingling Jr.

By:

Bruce Crum

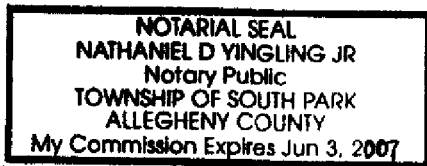
Managing Member

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF BUTLER :

On this 15th day of December, 2006, before me, an officer duly authorized in the County and State aforesaid to take acknowledgements, personally appeared Bruce Crum, Managing Member of Senate Acquisition & Development, LLC, a limited liability company organized and existing under the laws of Pennsylvania, to me known to be the individual who executed the foregoing instrument, and that he acknowledged the execution thereof to be his free act and deed as such Managing Member thereunto duly authorized, and that the said instrument is the act and deed of said limited liability company.

WITNESS my hand and official seal in the above County and State.

Nathan D. Yingling Jr.
Notary Public



My Commission Expires:



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

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

EXHIBIT A

LEGAL DESCRIPTION

All that certain parcel of land situate in Adams Township, Butler County, Pennsylvania being Lot 1 in the Adams Crossing Phase 4 Plan, of record in the Recorders Office of Butler County, Pennsylvania in Plan Book 285, pages 32 to 34 and being more particularly described as follows:

Beginning at a point being the southwest corner of land herein described and being common to land herein described, Lot 52 and Lot 66 in the John Quincy Adams Estates plan of lots; thence by said Lot 52 and Lots 51, 50, 49, and 48 in said John Quincy Adams Estates plan of lots North 01 degrees 30 minutes and 30 seconds West a distance of 755.20 feet a point on the line of the Mars Area School District; thence by said Mars Areas School District North 89 degrees 12 minutes 41 seconds East a distance of 671.13 feet to a point; thence through land of which this is a part South 00 degrees 56 minutes 26 seconds East a distance of 376.01 feet to a point; thence by the same South 89 degrees 31 minutes 54 seconds East a distance of 582.87 feet to a point in the center of Three Degree Road; thence the centerline of Three Degree Road South 19 degrees 02 minutes 30 seconds West a distance of 83.05 feet to a point; thence by the same South 21 degrees 26 minutes 30 seconds West a distance of 315.62 feet to a point; thence through said Three Degree Road and by Lots 78, 77, 76, 67, and 66 in the aforesaid John Quincy Adams Estates plan of lots South 89 degrees 26 minutes 00 seconds West a distance of 1097.80 feet to a point the place of beginning. This description is drawn in accordance with a survey made by Hampton Technical Associates, Inc., dated December 9, 2004, Project #6080.

Containing 16.00 acres more or less.

TOGETHER WITH an easement for the location, construction, maintenance and access over, onto and through lot No. 2 in the Adams Crossing Plan of Lots, Phase No. 4 to an for that certain storm water facility bounded and described as follows: Beginning at a point at the northwest corner of Lot 2 in the Adams Crossing Phase 4 Plan, on line of Lot 1 in said plan; thence North 89 degrees 12' 41" East 125.79 feet to a point; thence South 19 degrees 23' 01" East 80.54 feet to appoint; thence South 32 degrees 49' 27" West 93.75 feet to a point; thence South 55 degrees 06' 46" West 119.54 feet to appoint; thence North 00 degrees 56' 26" West 221.70 feet to the place of beginning. Grantee, by accepting this easement, agrees to properly maintain and fence the storm water facility for so long as it is in use. This easement shall run with the land for the benefit of Lot 1.

EXHIBIT B

EASEMENTS AND LICENSES

1. Coal and mining rights and all rights related thereto.
2. Aerial and Underground Right of Way Agreement from Nunzio Galletta and Angeline N. Galletta to Pennsylvania Power Company and North Pittsburgh Telephone Company, dated August 31, 1981 and recorded September 16, 1981 in Deed Book Volume 1138, page 528.
3. Covenant regarding residential use as set forth in deed from Nunzio Galletta and Ann J. McCloskey Galletta, his wife, dated August 29, 2005 and recorded September 2, 2005 in the Recorder's Office of Butler County, Pennsylvania, at Instrument No. 200509020024686.
4. All matters shown on the Adams Crossing Phase 4 Plan, of record in the Recorder's Office of Butler County, Pennsylvania in Plan Book 285, pages 32 to 34.

EXHIBIT C

ADAMS CROSSING AT SENATE CONDOMINIUM

**UNDIVIDED INTEREST IN COMMON ELEMENTS
APPURTENANT TO EACH UNIT**

Unit	Percentage Interest	Unit	Percentage Interest
3401	1-2/3%	4103	1-2/3%
3402	1-2/3%	4104	1-2/3%
3403	1-2/3%	4201	1-2/3%
3404	1-2/3%	4202	1-2/3%
3501	1-2/3%	4301	1-2/3%
3502	1-2/3%	4302	1-2/3%
3503	1-2/3%	4303	1-2/3%
3504	1-2/3%	4304	1-2/3%
3601	1-2/3%	4401	1-2/3%
3602	1-2/3%	4402	1-2/3%
3603	1-2/3%	4403	1-2/3%
3604	1-2/3%	4404	1-2/3%
3701	1-2/3%	4501	1-2/3%
3702	1-2/3%	4502	1-2/3%
3703	1-2/3%	4503	1-2/3%
3704	1-2/3%	4504	1-2/3%
3801	1-2/3%	4601	1-2/3%
3802	1-2/3%	4602	1-2/3%
3803	1-2/3%	4603	1-2/3%
3804	1-2/3%	4604	1-2/3%
3901	1-2/3%	4701	1-2/3%
3902	1-2/3%	4702	1-2/3%
3903	1-2/3%	4801	1-2/3%
3904	1-2/3%	4802	1-2/3%
4001	1-2/3%	4803	1-2/3%
4002	1-2/3%	4804	1-2/3%
4003	1-2/3%	4901	1-2/3%
4004	1-2/3%	4902	1-2/3%
4101	1-2/3%	4903	1-2/3%
4102	1-2/3%	4904	1-2/3%

EXHIBIT D

ADAMS CROSSING AT SENATE CONDOMINIUM

Plats and Plans:

The Condominium Plans are recorded in the Recorder of Deeds Office of Butler County, Pennsylvania in Plan Book 297, pages 38 to 42.

Return to:
Fidelity National Title Ins. Co.
1412 Grant Bldg., 330 Grant St.
Pittsburgh, PA 15219

Upon recording return to:
Maureen A. Dowd, Esquire
Bernstein Law Firm, P.C.
2200 Gulf Tower, 707 Grant Street
Pittsburgh, PA 15219

**AMENDMENT OF DECLARATION OF CONDOMINIUM
FOR ADAMS CROSSING AT SENATE, A CONDOMINIUM**

Adams Twp

THIS AMENDMENT OF DECLARATION OF CONDOMINIUM FOR ADAMS CROSSING AT SENATE, A CONDOMINIUM (hereinafter referred to as this "Amendment"), is made as of this 3rd day of November, 2008, pursuant to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. §3101 et seq. (hereinafter referred to as the "Act").

WITNESSETH:

WHEREAS, on or about December 15, 2006, that certain Declaration of Condominium for Adams Crossing at Senate, a Condominium (hereinafter referred to as the "Declaration") was recorded in the Recorder's Office of Butler County, Pennsylvania (hereinafter referred to as the "Recorder's Office"), as Instrument Number 200612150031617, which created the condominium known as "Adams Crossing at Senate, a Condominium" (hereinafter referred to as the "Condominium"); and

WHEREAS, the Condominium was created in accordance with the terms of Section 3306 of the Act; and

WHEREAS, the Adams Crossing at Senate Condominium Association (hereinafter referred to as the "Association") is a duly formed Pennsylvania Unit Owners' Association, which was created by the recording of the Declaration, and which is governed by those certain By-Laws of Adams Crossing at Senate, a Condominium adopted December 15, 2006 (hereinafter referred to as the "By-Laws"), and together with the Declaration, being hereinafter sometimes collectively referred to as the "Condominium Documents"); and

WHEREAS, Section 3219(f) of the Act permits the executive board of the Association (hereinafter referred to as the "Executive Board") to amend the Declaration in order to conform to the requirements of any agency or entity that has established national or regional standards with respect to loans secured by mortgages on units in the Condominium, without the consent of any unit owners and/or mortgagees; and

WHEREAS, in accordance with Section 3219(f) of the Act, the Executive Board desires to make certain modifications and amendments to the Declaration in order to incorporate certain provisions that will induce agencies or entities that have established national or regional standards with respect to loans secured by mortgages or deeds of trust on units in condominium projects (such as the Federal National

Mortgage Association and the Federal Home Loan Mortgage Corporation) to participate in the financing of the sale of units in the Condominium.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Declaration is hereby modified and amended as follows:

1. Preambles. The foregoing preambles are incorporated herein by reference.

2. Amendment of Declaration. The Declaration is hereby modified and amended as follows:

(a) Insurance Proceeds; Condemnation Awards. The Declaration is hereby modified and amended by adding the following Article XII thereto:

ARTICLE XII

Section 12.1 Condemnation and Insurance Proceeds. In the event of a taking by condemnation or eminent domain, the provisions of the Act shall apply including, without limitation, Section 3107 of the Act. No provision of this Declaration shall give a Unit Owner, or any other party, priority over any rights of a Permitted Mortgagee holding a Permitted Mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for loss to or taking of one or more Units and/or Common Elements.

(b) Rights of Mortgagees. The Declaration is hereby further modified and amended by adding the following Article XIII thereto:

ARTICLE XIII

Section 13.1 Amendment or Violation of Declaration. No amendment or violation of this Declaration affects or renders invalid the rights of a Permitted Mortgagee under its Permitted Mortgage; provided, however, that, except as otherwise set forth herein, after the foreclosure of a Permitted Mortgage, such Unit(s) will remain subject to this Declaration.

Section 13.2 Voting Rights of Permitted Mortgagees. Whenever the consent of a specified percentage of Permitted Mortgagees is required pursuant to the terms of this Declaration, each Permitted Mortgagee shall be entitled to one vote for each Unit encumbered by its Permitted Mortgage(s).

Section 13.3 Additional Rights of Permitted Mortgagees. To induce an agency or entity that has established national or regional standards with respect to loans secured by mortgages or deeds of trust on units in condominium projects (such as the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation) to participate in the financing of the sale of such units, the following provisions are added to this Declaration (and to the extent these added provisions conflict with any other provisions of this Declaration or any other of the restrictions, these added provisions control):

13.3.1 Notices. Each Permitted Mortgagee, insurer and guarantor of a Permitted Mortgage is entitled to timely written notice from the Association of: (a) any condemnation or casualty loss which affects either a material portion of the Condominium or the Unit(s) securing its Permitted Mortgage; (b) any delinquency of sixty (60) days or more in the performance of any obligation under the Rules and Regulations for Adams Crossing at Senate Condominium adopted December 15, 2006 (the "Code of Regulations"), together with any amendments thereto, including but not limited to the payment of dues, assessments or charges owed by the Unit Owner(s) of the Unit(s) securing the Permitted Mortgage, which notice each Unit Owner consents to and authorizes; (c) a lapse, cancellation, or material modification of any insurance policy maintained by the Association; and (d) any proposed action of the Association which requires consent by a specified percentage of Permitted Mortgagees.

13.3.2 Right of First Refusal. Any Permitted Mortgagee who obtains title to a Unit pursuant to: (a) the remedies provided in its Permitted Mortgage; (b) foreclosure of its Permitted Mortgage; or (c) deed or assignment in lieu of foreclosure, is exempt from any "right of first refusal" created or purported to be created by this Declaration, the By-Laws, the Code of Regulations, and/or the Act, together with any amendments thereto; and any subsequent sale or lease of such Unit acquired by the Permitted Mortgagee or its assignee shall not fall within the scope of or be subject to any "right of first refusal" created or purported to be created by this Declaration, the By-Laws, the Code of Regulations, and/or the Act.

13.3.3 Unpaid Assessments. Any Permitted Mortgagee that obtains title to a Unit pursuant to the remedies provided in its Permitted Mortgage or through

foreclosure of its Permitted Mortgage, will not be liable for more than six (6) months of the unpaid dues, assessments or charges against such Unit which accrued before the time such Permitted Mortgagee acquired title to the Unit; provided, however, that if the Association's lien priority includes the costs of collecting unpaid dues, then the Permitted Mortgagee will be liable for any fees or costs related to the collection of such unpaid dues, assessments or charges.

13.3.4 Association Records. All Permitted Mortgagees, insurers and guarantors of Permitted Mortgages, on written request to the Association may:

- (a) examine current copies of the Association's books, records and financial statements and the restrictions during normal business hours;
- (b) require the Association to submit an annual audited financial statement for the preceding fiscal year if one is available, or have one prepared at the expense of the requesting entity if such statement is not otherwise prepared by the Association;
- (c) receive written notice of all meetings of Unit Owners or the Association; and
- (d) designate in writing a representative authorized to attend all meetings of Unit Owners or the Association.

13.3.5 Material Changes. All Permitted Mortgagees, insurers and guarantors of Permitted Mortgages, on written request, shall be given thirty (30) day's written notice before the effective date of: (a) any proposed material amendment to the restrictions or Condominium plans; (b) any termination of an agreement for professional management of the Condominium following a decision of the Unit Owners to assume self-management of the Condominium; and/or (c) any proposed termination of the Condominium.

13.3.6 Fidelity Insurance. The Association shall secure fidelity insurance for any person handling Association funds, including, but not limited to, employees of the professional manager.

13.3.7 Contracts. The Association may enter into such contracts or agreements on behalf of the Association as are required to satisfy the guidelines of any agency or entity that has established national or regional standards with respect to loans secured by mortgages or deeds of trust on units in condominium projects (such as the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation), so as to allow for the purchase, guaranty or insurance, as the case may be, by such entities of Permitted Mortgages encumbering Units in the Condominium. Each Unit Owner agrees that it will benefit the Association and the Unit Owners, as a class of potential borrowers and sellers of their Units, if such agencies approve the Condominium under their respective policies, rules and regulations. Each Unit Owner authorizes the Permitted Mortgagees to furnish information to the Association concerning the status of their Permitted Mortgage.

13.3.8 Payment of Taxes. Permitted Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Element and may pay any overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for Common Elements and the Association shall immediately reimburse Permitted Mortgagees making such payments.

(c) Amendments; Termination; Deemed Approval. The Declaration is hereby further modified and amended by adding the following Article XIV thereto:

ARTICLE XIV

Section 14.1 Permitted Mortgagee Consent.

Notwithstanding anything contained in this Declaration to the contrary, fifty-one percent (51%) of all Permitted Mortgagees must approve any amendment to this Declaration which is of a material nature, as follows:

(a) Any amendment which materially affects the validity or priority of Permitted Mortgages or the rights or protection granted to Permitted Mortgagees, insurers or guarantors of Permitted Mortgages.

(b) Any amendment which would require a Permitted Mortgagee after it has acquired a Unit through foreclosure to pay more than its proportionate share of any unpaid assessment or assessments accruing before such foreclosure.

(c) Any amendment which would or could result in a Permitted Mortgage being canceled by forfeiture, or in a Unit not being separately assessed for tax purposes.

(d) An amendment relating to (i) the insurance provisions, (ii) the application of insurance proceeds, or (iii) the disposition of any money received in any taking under condemnation proceedings.

(e) Any amendment which would or could result in partition or subdivision of a Unit in any manner inconsistent with this Declaration.

(f) Any amendment which would subject any Unit Owner to a right of first refusal or other such restriction.

(g) Any amendment concerning:

(i) Voting rights;

(ii) Rights to use the Common Elements;

(iii) Reductions in reserves for maintenance, repair and replacement of the Common Elements;

(iv) Responsibility for maintenance and repairs;

(v) Redefinition of boundaries of any Unit;

(vi) Reallocation of interests in the Common Elements or rights to its use;

(vii) Convertibility of Common Elements into Units or Units into Common Elements;

(viii) Imposition of restrictions on leasing of Units;

(ix) Establishing of self-management by the Association if professional management has been required by the By-Laws or any Permitted Mortgagee;

(x) Expansion or contraction of the Condominium or addition, annexation or deannexation of real property to or from the Condominium;

(xi) Increases in assessments that raise the previously assessed amount by more than twenty-five percent (25%), assessment liens, or the priority of such liens; or

(xii) Restoration or repair of the Condominium (after damage or partial condemnation) in a manner other than specified in this Declaration.

Section 14.2 Termination Approval. Termination of this Declaration for any reason (including but not limited to substantial damage, destruction, or condemnation) shall not be effective unless it is approved in advance by fifty-one percent (51%) of all Permitted Mortgagees.

Section 14.3 Deemed Approval. Each Permitted Mortgagee that receives proper written notice of a proposed amendment or termination of this Declaration via certified or registered mail, return receipt requested, is deemed to have approved the amendment or termination if the Permitted Mortgagee fails to submit a response within sixty (60) days after the Permitted Mortgagee receives the notice.

3. Corrective Amendment. This Amendment is necessary in order to conform to the requirements of agencies that have established national and regional standards with respect to loans secured by mortgages on Units in the Condominium. Thus, the approval or consent of the Unit Owners and/or the holders of any mortgage liens are not required. The Executive Board has relied upon an opinion from independent legal counsel that this Amendment is authorized by Section 3219(f) of the Act.

4. Undefined Terms. All undefined terms used in this Amendment shall have the meaning ascribed to them in the Declaration and/or in the Act.

5. Governing Law. This Amendment shall be governed by the laws of the Commonwealth of Pennsylvania.

6. Captions. The captions preceding the text of the paragraphs of this Amendment are inserted only for convenience of reference and shall not constitute a part of this Amendment, nor shall they in any way affect its meaning, construction or effect.

7. Binding Effect. This Amendment shall be binding upon all Unit Owners in the Condominium and their respective heirs, personal representatives, successors and assigns. This Amendment is intended to be recorded in the Recorder's Office and shall run with the land.

8. Authorization. The Executive Board has authorized the President of the Executive Board to execute this Amendment on behalf of the Executive Board.

IN WITNESS WHEREOF, this Amendment is made as of the day and year first above written.

ADAMS CROSSING AT SENATE
CONDOMINIUM ASSOCIATION

By: 
Craig M. Howard, President



**Amendment No. 1
to the
Declaration of Condominium
For
Adams Crossing at Senate, A Condominium**


This Amendment No. 1 to the Declaration of Condominium for Adams Crossing at Senate, a Condominium dated November 8, 2003 is adopted as of March 25, 2013. *Inst # 200612150031617 UMB*

WITNESSETH:

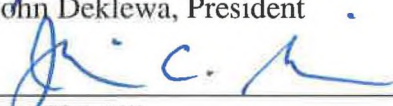
WHEREAS, the Officers of the Association wish an amendment to Article IX, Section 9.1 Monthly Payments, to read as follows:

9.1. Monthly Payments.


Effective April 1, 2013, at the time of the Settlement, under an Agreement of Sale for a Unit, the Purchaser (i.e., new Unit Owner) shall pay an amount equal to four (4) times that of the monthly assessment to be contributed to the association's reserve fund in addition to the regular monthly assessment for the Common Expenses or any special assessment. All other provisions of this Section shall remain unchanged.




John Deklewa, President



Jennifer Silk



Ruth Burig



Jim Hoke, Non-Voting Member

CERTIFICATE

John Deklewa, the duly elected President of Adams Crossing at Senate, A Condominium, and Jim Hoke, the duly elected non-voting Secretary of Adams Crossing at Senate, A Condominium, hereby warrant that the Amendment herein has been consented to by the Unit Owners constituting a 67% of the votes to be cast.



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

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

John Deklewa

John Deklewa, President

Jim Hoke

Jim Hoke, Secretary

ACKNOWLEDGEMENT

Commonwealth of Pennsylvania
County of Allegheny

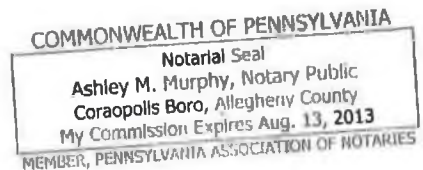
On this 25th day of March, 2013, before me, the undersigned officer, personally appeared John Deklewa and Jim Hoke, both known to me (or satisfactorily proven) who acknowledged that they executed this instrument for the purposes stated herein

Ashley M. Murphy
Notary Public



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

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



Mail to: Brandt Milnes + Rea
1109 Grant Bldg
310 Grant St.
Pittsburgh PA 15219