

**DECLARATION**  
**FOR**  
**COURTYARDSATKRENDALE , ACONDOMINIUM**

Prepared by:  
Sebring & Associates  
339 Haymaker Road  
Suite 1101, Parkway Bldg.  
Monroeville, PA 15146  
(412) 856-3500  
[www.sebringlaw.com](http://www.sebringlaw.com)

## TABLE OF CONTENTS

<b>ARTICLE NUMBER</b>	<b>ARTICLE NAME</b>
I	SUBMISSION; DEFINED TERMS
II	ALLOCATION OF PERCENTAGE INTEREST, VOTES AND COMMON EXPENSE LIABILITIES; UNIT IDENTIFICATION AND BOUNDARIES; MAINTENANCE RESPONSIBILITIES
III	LIMITED AND RESERVED COMMON ELEMENTS
IV	EASEMENTS
V	USE RESTRICTIONS
VI	MORTGAGES
VII	RIGHTS OF MORTGAGEES
VIII	LEASING
IX	BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT
X	LIMITATION OF LIABILITY
XI	NOTICE OF RELEASE
XII	INSURANCE
XIII	CONDEMNATION
XIV	TERMINATION
XV	DECLARANT'S RIGHTS
XVI	WITHDRAWABLE AND CONVERTIBLE REAL ESTATE
XVII	<b>ARBITRATION</b>
XVIII	AMENDMENT OF DECLARATION
XIX	MASTER ASSOCIATION AND CONSOLIDATION
XX	GENERAL

**EXHIBITS**

- A           LEGAL DESCRIPTION OF THE CONDOMINIUM IF ALL  
              PHASES ARE CREATED
  
- B           PHASE I LEGAL DESCRIPTION
  
- C           LIST OF EASEMENTS AND LICENSES
  
- D           PLATS AND PLANS
  
- E           CONVERTIBLE/WITHDRAWABLE REAL ESTATE  
              PROPERTY DESCRIPTION
  
- F           PERCENTAGE INTEREST TABLE

# DECLARATION OF CONDOMINIUM

for

## COURTYARDS AT KRENDALE

### ARTICLE I

#### SUBMISSION: DEFINED TERMS

1.1. Declarant: Property; County: Name. COURTYARDS AT KRENDALE, LP, a Pennsylvania limited partnership (the "Declarant"), hereby submits the real estate described in **Exhibit "A"** attached hereto (the "Real Estate") located in the Township of Butler, Butler County, Pennsylvania, less such portions of the Withdrawable Real Estate (as defined below) as may be withdrawn, including all easements, rights and appurtenances thereunto belonging and the buildings and improvements erected or to be erected thereon, excluding, excepting, and reserving therefrom and thereout all minerals, gas, methane, oil, and and/or byproducts thereof within and underlying the land (including all strata) together with necessary and reasonable rights to develop, extract, and market the same, as the same have either been severed from the surface interest, or are reserved to the Declarant and are not included in the Condominium (collectively, the "Property") to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa.C.S.A. §§ 3101 et. seq., as amended (the "Act"), and hereby creates with respect to the Property a condominium, to be known as **COURTYARDS AT KRENDALE** (the "Condominium"). Initially, it is contemplated that, if all phases re created, there will be thirty-six (36) Units created, as shown on the Plats and Plans.

1.2. Easements and Licenses. Attached as **Exhibit "C"** is a copy of the recorded easements and licenses affecting the Real Estate.

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 used in the Act.

1.3.2. Terms Defined Herein. The following terms shall be defined as follows:

a. "Building" means the vertical construction containing any Unit located on the Property.

b. "Common Elements" means all portions of the Property except the Units.

c. "Common Expenses" means those expenses, both General Common Expenses and Limited Expenses, for which the Condominium Association is responsible under this Declaration and the Act including, but not limited to:

(i) the actual and estimated costs of maintenance, management, operation, repair, and replacement of the Common Elements, except as otherwise specifically provided in Section 2.7 hereof;

(ii) the cost of utilities which are metered to the Condominium Association; cost of management and administration of the Condominium Association, including, but not limited to, compensation paid by the Condominium Association to managers, accountants, attorneys and other employees;

(iii) the cost of all landscaping, snow removal and other services benefiting the Common Elements including walks from the street to a Unit;

(iv) the cost of fire, casualty, and liability insurance, workers' compensation insurance, errors and omissions and director, officer, and agent liability insurance, and other insurance covering the Common Elements and the directors, officers, and agents of the Condominium Association;

(v) taxes paid by the Condominium Association;

(vi) the cost of any other expenses incurred by the Association for the common benefit of the Unit Owners.

d. "Condominium Association" means the unincorporated Unit Owners' association of the Condominium which shall be known as the **"COURTYARDS AT KRENDALE, A CONDOMINIUM ASSOCIATION."**

e. "Condominium" means the Condominium described in Section 1.1 above.

f. "Convertible Real Estate" shall mean any portion of the Condominium, other than Phase 1, within which additional Units, Common Elements or Limited Common Elements or any combination thereof may be created, being more fully described in **Exhibit 'E'** to this Declaration.

g. "Declarant" means the Declarant described in Section 1.1 above and all successors to any Special Declarant Rights.

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

i. "Eligible Mortgage" means a first mortgage encumbering a Unit whose holder, insurer or guarantor has submitted a written request to the Association pursuant to the provisions of Article VI.

j. "Eligible Mortgagee" means the holder, guarantor or insurer of an Eligible Mortgage.

k. "Executive Board" means the Executive Board of the Condominium Association.

l. "General Common Expenses" means all Common Expenses excluding Limited Expenses.

m. "Limited Common Elements" means any portions of the Common Elements which are (a) described as such in the Act, and/or (b) identified as such in this Declaration, and/or (c) identified as such on the Plats and Plans.

n. "Limited Expenses" means the Common Expenses described as such in Section 3314(c) of the Act as modified by Section 2.7 of this Declaration.

o. "Percentage Interest" means the undivided ownership interest in the Common Elements appurtenant to each Unit, the relative voting strength in the Condominium Association appurtenant to each Unit and the relative Common Expense liability appurtenant to each Unit as set forth in Section 2.2 of this Declaration.

p. "Phase I" shall mean Building 36 (Units 301, 305, 3602 and 3604), Building 34 (Units 3402, 3404, 3406, and 3408), Building 32 (Units 3202, 3204, 3206, and 3208) and those Common Elements labeled as "Must Be Built", as shown on the Plats and Plans.

q. "Plats and Plans" means the Plats and Plans to be recorded 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"**.

r. "Property" means the Property described in Section 1.1 above, less such portions of the Withdrawable Real Estate as may be withdrawn from the Condominium. If no Withdrawable Real Estate is withdrawn, then the Property shall be as described in **Exhibit "A"** attached hereto.

s. "Reserved Common Elements" means any portion of the Common Elements which the Executive Board designates for limited use pursuant to Section 3.2 hereof.

t. "Unit" means a Unit as described herein and shown in the Plats and Plans.

u. "Unit Owner" or "Owner" means the fee simple owner or owners of a Unit.

v. "Withdrawable Real Estate" shall mean real estate that may be withdrawn from the Condominium as more fully described in **Exhibit "E"**.

## ARTICLE II

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

2.1. Plats and Plans. The location and dimensions of the Buildings and other improvements comprising the Property and the location and identification of the Units, Common Elements, and Limited Common Elements of the Condominium described herein or as shown on the Plats and Plans.

2.2. Unit Identification, Percentage Interests. Attached as **Exhibit "F"** is a list of Phase 1 Units by their identifying numbers and the Percentage Interest allocated to each Unit, determined by a fraction having as the numerator the number 100 and as the denominator the total number of Units in the Condominium at the time this Declaration is recorded. The Percentage Interest shall determine the share of General Common Expense liability appurtenant to each Unit.

2.3. Voting. Each Unit shall have one (1) vote. Class or cumulative voting is not permitted.

2.4. Composition. The Condominium Association is hereby organized upon the recording of this Declaration as an unincorporated association. The Condominium Association shall consist of all of the Unit Owners acting as a group in accordance with the Act, this Declaration, and the By-Laws.

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

(i) Horizontal boundaries. The upper and lower (horizontal) boundaries of the Unit shall be the following horizontal plane extended to intersections with the vertical boundaries:

(1) Upper boundary. The plane of the lower surface of the finished ceiling material of the Unit.

(2) Lower boundary. The plane of the lower surface of the finished floor material of the Unit.

(ii). Vertical boundaries. The vertical boundaries of the Unit shall be the vertical plane of the Unit side surface of the drywall, paneling or other finishing material comprising the walls of the Unit, extended to intersections with each other and with the upper and lower boundaries of the Unit and with respect to the veranda portion of the Unit, the glass pane and the veranda window frame (excluding exterior surface thereof).

c. Unit Contents. Units shall also consist of:

(i) The finished or decorated surfaces, including paint, lacquer, varnish, wallpaper, paneling, tile, carpeting, and any other material applied to wall, floor or ceiling areas; all garage doors, entry doors, and windows, including all door and window frames, and all glass within such frames.

(ii) All built-in and installed fixtures and equipment located within a Unit or located outside the Unit for the exclusive use of the Unit, including utility pipes, lines or systems serving the Unit, including furnaces, water heaters, duct-work, piping and storm water management systems (including roof leaders) serving only one Unit.

(iii) All spaces, interior partitions, and other fixtures and improvements within the title lines described above. Each Unit shall also include the items within the title lines described in Section 3202 of the Act which are appurtenant to the Unit.

(iv) The front stoop, the Unit sidewalks from the front entrance of each Unit to the driveway, the side and/or rear patios, including any improvements thereto, decking, and any approved fencing appurtenant to the Unit. Due to changes in grade, the configuration of patios and/or decking may vary by Unit. Irrespective of the configuration of patios and/or decking, the cost of maintenance of each patio and/or decking shall be the responsibility of the Owner of the Unit to which said patio and/or decking is appurtenant. See Section 2.7(c) below for further details.

d. Sun Tunnels. In the event that a Unit Owner elects to have a Sun Tunnel installed, the entirety of any Sun Tunnels installed within a Unit, from the uppermost surface to the lowermost surface, shall be included within the Unit Boundaries of said Unit within which they are constructed.



(i) Maintenance, repair and/or replacement of any Sun Tunnel are exclusively the responsibility of the Unit Owner of said Unit within which said Sun Tunnel is constructed.

(ii) In the event of leakage or any other damage to a Unit or to the Common Elements of the Condominium which are the result of a Sun Tunnel or the installation thereof, the Unit Owner of said Unit within which said Sun Tunnel is constructed shall be solely responsible for said leakage or damage and shall look exclusively to the manufacturer's warranty and the installer's warranty, if any, as provided to the Unit Owner. Each Unit Owner who elects to have a Sun Tunnel installed shall, in making such election, agree to hold the Condominium Association and the Declarant harmless with regard to any claims related thereto and shall execute a separate release of liability in favor of the Declarant, Condominium Association and Executive Board.

(iii) In the event that a Unit Owner elects to have a Sun Tunnel installed after the original construction of a Unit, then said Unit Owner must apply for approval of the Executive Board for the installation and sign a release of liability in favor of the Declarant, Condominium Association and Executive Board. In granting such approval, the Executive Board may impose reasonable conditions on the approval which must be satisfied by the Unit Owner prior to installation.

2.6. Common Elements. The Common Elements shall mean and include the Property (excluding the Units), the air space above the Buildings and said Property, and those portions of the Property which are not included within the title lines of any Unit and which are not made a part of a Unit pursuant to Section 2.5 above, including the following:

a. All other apparatus, equipment, and installations existing for the common use including, but not limited to, streets, landscaping, common area sidewalks, street lights, entrance monuments, and mailboxes. This includes the common storm water management facilities unless and until accepted by the Township of Butler.

b. Limited Common Elements as set forth in Article III.

2.7. Maintenance Responsibilities.

a. General. Maintenance responsibility is divided into responsibility for performance and responsibility for payment. Except as set forth herein, each Unit Owner is responsible for both performance of and payment for all maintenance, repair, and replacement required for his Unit. In general, the Condominium Association is responsible for performing the maintenance, repair, and replacement of both the Common

Elements, including landscaped areas, the Limited Common Elements, and certain portions of the Units as set forth below. In general, the cost of the maintenance, repair, and replacement of all Common Elements and those portions of Units to be maintained by the Condominium Association are charged as a General Common Expense and all Unit Owners equally share payment responsibility. Except as otherwise specified in this Declaration, the cost of the maintenance, repair, and replacement of specific Limited Common Elements is charged as a Limited Expense, and payment responsibility is shared by the Unit Owner or Owners having the right to use such specific Limited Common Element in the same proportion as the respective Percentage Interests of such Units.

b. Specific Condominium Association 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 Condominium Association respectively in accordance with the provisions of Section 3307 of the Act, except as expressly set forth to the contrary herein. The Condominium Association may provide for Condominium Association maintenance of Unit components where such items involve matters of concern related to the general health, safety, and welfare of all occupants of the Condominium and may promulgate guidelines governing the division of maintenance and repair responsibilities between the Unit Owner and the Condominium Association. The Condominium Association will perform:

- (i) maintenance, repair, replacement, and snow removal from all Unit driveways and Unit sidewalks to the front entrance door of each Unit and the costs will be charged as a Common Expense even though they are Limited Common Elements or part of the Unit;
- (ii) landscape maintenance of the Common Elements, which may include spring cleanup/mulching, grass cutting, lawn fertilization, fall aerification, plant replacement (on lot and street);
- (iii) general maintenance and repair (but not replacement) of the following portions of the Units, which shall be charged as a Limited Common Expense to the appurtenant Units: exterior surfaces of exterior walls, exterior surfaces of entryway doors, and garage doors;
- (iv) replacement of roofs of Unit Buildings, which shall be charged as a Limited Common Expense to the appurtenant Units; and
- (v) maintenance, repair, and replacement of stormwater management facilities located within the stormwater easements.

c. Specific Unit Owners Maintenance Responsibility. Except as otherwise provided for in Section 2.7(b) above, the maintenance, repair, and replacement of a Unit shall be that Unit Owner's responsibility, including, but not limited to, the cost of maintenance, repair, and replacement of each front stoop, each side and/or rear patio, decking, and any approved fencing shall be the responsibility of the Owner(s) of the Unit(s) to which said front stoop, side and/or rear patios, decking, and /or fencing is appurtenant, with such repair or replacement requiring the consent of the Condominium Association;

2.8. Relocation of Unit Boundaries. Relocation of boundaries between Units and conversion of Units by the Declarant will be permitted subject to compliance with the provisions of Sections 3214 and 3215 of the Act. Unit Owners may not subdivide Units after the initial purchase from the Declarant. Declarant shall also have the right to convert Common Elements to Limited Common Elements.

2.9. Unit Improvements. All improvements to the walls, floors and ceilings (including sun tunnels as set forth above) of a Unit are at the risk of the Unit Owner, and the Condominium Association shall not be responsible for repair or replacement of any floor or wall covering (i.e., carpet, marble, tile, wallpaper, paint) damaged in order to gain access to pipes or other Common Elements.

### **ARTICLE III**

#### **LIMITED AND RESERVED COMMON ELEMENTS**

3.1. Limited Common Elements. Limited Common Elements are those portions of the Common Elements that are marked on the Plats and Plans as "Limited Common Elements" or are specified herein as Limited Common Elements. All driveways of each Unit are hereby defined as Limited Common Elements. Further, all utility lines which service more than one (1) Unit, but less than all of the Units, are Limited Common Elements. The Declarant may assign such Limited Common Elements pursuant to the provisions of Section 3209 of the Act by (a) a written instrument of assignment, or (b) including the information in the deed to the Unit to which such Limited Common Element shall be appurtenant, or (c) by recording an appropriate amendment to this Declaration. Such assignments by the Declarant may be to Units owned by the Declarant. Limited Common Elements shall be for the exclusive use of the Unit to which they are appurtenant.

3.2. Reserved Common Elements. Reserved Common Elements are parts of the Common Elements which the Executive Board may designate from time to time for use by less than all of the Unit Owners, by non-owners of any units for specified periods of time, and by

only those persons paying fees or satisfying other reasonable conditions for use established by the Executive Board.

#### **ARTICLE IV**

#### **EASEMENTS**

4.1. Coal, Oil, Gas, Methane, and Mineral Rights. Coal, oil, gas, methane, and all mineral rights have either been severed from the surface interest or are reserved to Declarant and are not included in the Condominium.

4.2 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. Access Easement. Each Unit Owner is hereby granted an easement on, over and through the Common Elements for the purpose of assuring to each Unit Owner adequate and uninterrupted access to and maintenance of each Unit.

b. Utility Easements. The Units and Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant, the Condominium 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 easements created in this Section shall include, without limitation, rights of Declarant, the Condominium Association, 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 otherwise 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 in favor of itself and the Condominium Association, 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. Construction Easement. Until the expiration of seven (7) years after the date or recording hereof, as may be extended by law, the Declarant shall have an easement through the Units and the Common Elements for access or any other purpose necessary to complete any renovations or work to be performed by the Declarant.

4.3. Declarant's Easement for Development, Construction and Sales Representatives. Declarant reserves an easement on, over and under Common Elements, unsold Units, the Convertible Real Estate and the Withdrawable Real Estate for all purposes relating to the construction, development, leasing and sale of Units and other improvements on the Property and the Withdrawable Real Estate. This easement shall include, without limitation: (a) the right of vehicular and pedestrian ingress and egress; (b) the right to park motor vehicles, and (c) the right to engage in construction and marketing activities of any nature whatsoever, including: (i) the movement and storage of building materials and equipment; (ii) conducting sales, leasing, and management activities; (iii) maintenance of models and offices; and (iv) the erection and maintenance of directional and promotional signs. All rights granted and reserved herein are subject to compliance with Butler Township ordinances.

4.4. Easement for Access to Convertible/Withdrawable Real Estate. Declarant hereby reserves an easement over those portions of the Common Elements containing the streets or other rights of way for vehicular and pedestrian ingress and egress in the event that the Convertible/Withdrawable Real Estate is not developed as a part of the Condominium and access thereto is required over the streets of the Condominium. The right to use this easement shall extend to Declarant, its successors and assigns, all tenants and other occupants of the buildings erected on such Convertible/Withdrawable Real Estate and any other person claiming title through the Declarant. In the event that such easement is utilized, until such time as the streets are dedicated and accepted as public streets, the cost of maintenance of the streets leading to the areas of the Convertible/Withdrawable Real Estate encompassed by the easement shall be paid by the Declarant (or its successors in interest) and the Condominium Association in proportion to the actual utilization of such streets. Declarant shall not be responsible for the cost of maintenance and repair of any streets which do not serve portions of the Convertible/Withdrawable Real Estate over which an easement is reserved under this paragraph, nor shall Declarant be responsible for any contribution to the maintenance of the Condominium as a whole as a result of the reservation of this easement.

4.5 Easement for Access to Common Elements. Declarant, on its behalf and on behalf of its successors and assigns, reserves a non-exclusive perpetual right of access and easement on, over and under those portions of the Common Elements for the purpose of

pedestrian and vehicular ingress, egress, and regress to and from all or any part of the Condominium, including the right to modify the location of improvements to the Common Elements to facilitate such ingress, egress, and regress, including without limitation the removal of obstructions to the exercise of such rights of ingress, egress, and regress, and the grading or re-grading of landscaped areas of the Common Elements.

## ARTICLE V

### USE RESTRICTIONS

5.1. 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. Subdivision. No Unit, except a Unit owned by Declarant, may be divided or subdivided into a smaller unit.

b. Nuisances. No noxious or offensive activity shall be carried on in any Unit, nor shall anything be done thereon which may be or may become an unreasonable annoyance or nuisance to the other Unit Owners.

c. Garbage and Refuse Disposal. Trash, garbage, and other waste shall be kept only in sanitary containers and shall be disposed of in such manner as may be prescribed from time to time by Rules and Regulations promulgated by the Condominium Association, at all times subject, however, to ordinances of the Township of Butler.

d. Residential Units. Units shall be used only as a residence, or such other uses permitted by this Declaration. No Unit Owner shall permit his Unit to be used or occupied for any prohibited purpose. If zoning regulations permit professional activities to be conducted within the Units, application may be made by a Unit Owner to the Executive Board for approval to conduct such newly permitted use of his Unit. Each such application shall be considered by the Executive Board on an individual basis. Notwithstanding the foregoing provision, no professional activity can be approved by the Executive Board which activity will generate additional traffic through the Property. Once the Executive Board has given its approval to a particular use of a Unit, it may not revoke such approval so long as the nature and scope of the approved use remains unchanged. No Unit Owner shall permit his Unit to be used or occupied for any prohibited purpose.

e. Animals. No animals of any kind shall 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 animals must be kept leashed when

outside the Units. No animals shall be left unattended in yards, runs, kennels or patio areas.

f. Obstruction and Storage. There shall be no obstruction or alteration of the Common Elements nor shall anything be stored in or on the Common Elements without prior consent of the Executive Board except as herein expressly provided. The use and the covering of the interior surfaces of windows, whether by draperies, shades, or other items visible on the exterior of the Buildings shall be subject to the Rules and Regulations of the Condominium Association.

g. Insurance. 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 permitted in the Common Elements.

h. Architectural Controls. Installations which extend beyond the boundaries of the Unit into the Common Elements are not permitted. Unit Owners are not permitted to paint, or otherwise alter the structure, form, or appearance of the exterior portion of any wall, window, shutter, door, or other portion of the Property which is visible from outside of any Unit without prior written approval from the Declarant.

i. Safety. No Unit Owner shall do work or any other act which would jeopardize the soundness or safety of the Property or any part thereof, or impair any easement or hereditament without the unanimous consent of the Unit Owners affected thereby.

j. Signs.

(i) With the exception of the rights reserved to Declarant, no sign, poster, billboard, or other advertising device of any character shall be erected, hung, flown, or maintained on or over the Common Elements or shown or displayed from or over the Units without prior written approval having been obtained from the Executive Board; provided, however, that the restrictions of this paragraph shall not apply to one sign or notice per Unit of reasonable dimension and location located in the window of the Unit which states that a Unit is for rent or sale, or to such signs as may be required by a legal proceeding. Such sign or notice may be placed on a Unit but not on the Common Elements. The Executive Board may summarily cause all unauthorized signs to be removed or

destroyed.

(ii) The right is reserved by the Declarant or its agent or agents to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units, and on any part of the Common Elements, and the right is hereby given to any Eligible Mortgagee, who may become the Owner of any Unit, to place such signs on any Unit owned by such Eligible Mortgagee.

k Structural Changes. 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.

l Vehicle Storage. Except as provided herein, there shall be no outside storage upon any Limited Common Elements or Common Elements of any automobile, truck, tractor, mobile home, camper, boat, or other transportation device of any kind, unless approved by the Executive Board and permitted by the Rules and Regulations hereinafter adopted. No owners or tenants shall repair or restore any vehicle of any kind upon any Limited Common Elements or Common Elements except for normal maintenance or emergency repairs. In addition, the Executive Board shall have the right to adopt further detailed rules and regulations concerning parking and the operation of vehicles on the Property.

m. Mailboxes. Only mailboxes approved by the U.S. Postal Service shall be permitted. Furthermore, the location and design of the mailboxes shall be approved by the Declarant.

5.2. Additions, Alterations or Improvements to Units. No Unit Owner shall make or permit any structural change, addition, alteration, or improvement in or to his Unit without the prior written consent of the Executive Board, which shall not be unreasonably withheld, and, if such change results in rendering the description of that Unit on the Plats and Plans inaccurate, it shall not be undertaken until the Plats and Plans have been duly amended at the cost and expense of such Unit Owner. Requests for such consent shall be accompanied by detailed plans and specifications showing the proposed addition, alteration, or improvement, and shall name the contractors and subcontractors to be employed. The Executive Board shall act upon requests within sixty (60) days after receipt thereof, and shall be deemed to have denied such request where no response is made within that period. Application to any governmental authority for necessary permits shall only be made by a Unit Owner after such Unit Owner has submitted a copy of such a proposed application to the Executive Board for approval and received prior written approval of the Executive Board for such application; provided, further, that if the Executive Board so desires, the Executive Board shall be the applicant as agent for and at the



expense of the Unit Owner, without the Executive Board to incur any liability by reason of acting as such agent of the Unit Owner.

5.3. Sight Triangles. A clear sight triangle at each intersection, measured a distance of 100 feet along the centerline of each street, shall be maintained. No obstructions over 2.5 feet high are permitted in the clear sight triangle. No obstructions that would obscure the vision of a motorist are allowed within the clear sight triangles and easements as shown on the Plan. Unobstructed vision is to be maintained by the property owner between a height of 30 inches and 10 feet within the sight triangles.

5.4. Rules and Regulations. Reasonable Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property, may be adopted from time to time by the Executive Board, subject to the right of the Condominium 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. Initially, the Rules and Regulations shall be proposed by the Declarant and adopted by the first Executive Board. Any further adoption or amendment of the Rules and Regulations shall require the Executive Board to give at least thirty (30) days' written notice to all Unit Owners of the proposed rules and regulations (or amendments) and provide all Unit Owners with an opportunity to comment on the proposed rules, either in writing or at a regular or special meeting of the Board, prior to the adoption or amendment of the Rules and Regulations.

## ARTICLE VI

### MORTGAGES

6.1. Mortgages. A Unit Owner may voluntarily encumber or subject his Unit to a mortgage lien. There are no restrictions imposed hereby on the right of a Unit Owner to mortgage his Unit. However, a mortgagee shall have no right to: (a) participate in the adjustment of losses with insurers or in the decision as to whether or not repair or restore damage to or destruction of the Property; (b) receive or apply the proceeds of insurance to the reduction of the mortgage debt or otherwise, except in the event and to the extent of a distribution thereof to Unit Owners pursuant to Section 3312 of the Act; or (c) 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 repayable, without penalty, upon any termination of the Condominium. No mortgagee, as the term is defined in this Declaration, will be considered a Unit Owner by reason of holding such mortgage but only in the event legal title is, in fact, vested in such mortgagee.

6.2. Eligible Mortgagee.

a. In order to be an "Eligible Mortgagee" and be entitled to the rights set forth in this section or elsewhere in this Declaration, the holder, insurer or guarantor of mortgage encumbering a Unit must provide to the Condominium Association a statement of its name, address and Unit mortgaged. Upon receipt of notice from an Eligible Mortgagee, the Secretary of the Executive Board shall instruct the insurer of the Property to add the name of the Eligible Mortgagee to the mortgagee loss payable provision of the hazard insurance policy covering the Property and to provide such Eligible Mortgagee with a Certificate of Insurance showing that the Eligible Mortgagee's name has been so added. The Secretary shall maintain a register of such Eligible Mortgages, showing the names and addresses of the Eligible Mortgagees.

b. An Eligible Mortgagee shall be entitled, upon written request, to receive from the Executive Board a written statement of any delinquent assessments or other defaults by the Unit Owner, copies of any notices of default sent to the Unit Owner, and copies of budgets and financial reports sent to the Unit Owner. An Eligible Mortgagee shall be permitted to examine, upon request, the current Declaration, By-Laws, Rules and Regulations, and records and financial statements of the Executive Board during regular business hours at the Executive Board's office.

c. When an Eligible Mortgagee obtains title to the Unit as a result of foreclosure of the Eligible Mortgage, or by deed in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the share of the Common Expenses chargeable to such Unit prior to the date on which title is so acquired.

d. The request of an Eligible Mortgagee or its service 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 an Eligible Mortgagee hereunder.

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

## ARTICLE VII

### RIGHTS OF MORTGAGEES

7.1. Rights of Eligible Mortgagees. An Eligible Mortgagee (which by definition includes the insurers or guarantors thereof) shall, upon written request to the Executive Board,

which request shall state the name and address of such mortgagee, insurer or guarantor, be entitled to timely written notice of:

a. Any proposed amendment of the Declaration effecting a change in: (i) the boundaries of any Unit or the exclusive Limited Common Elements appertaining thereto; (ii) the interests in the Common Elements or Limited Common Elements appertaining to any Unit; (iii) the liability for Common Expenses appertaining to any Unit; (iv) the number of votes in the Condominium Association appertaining to any Unit; (v) the purposes to which any Unit or the Common Elements or Limited Common Elements are restricted; excepting from the foregoing, however, amendments in the ordinary course of converting Convertible Real Estate into Units or Limited Common Elements, withdrawing Withdrawable Real Estate, or amendments pursuant to rights reserved by the Declarant in Section 17.1(d) relating to Units then owned by the Declarant; and

b. Any proposed termination of the Condominium; and

c. Any condemnation loss or any casualty loss which affects a material portion of the Condominium or which affects any Unit on which there is a first mortgage by any such Eligible Mortgagees; and

d. Any delinquency in the payment of assessments or charges owed by the owner of a Unit subject to the mortgage of any such Eligible Mortgagee, when such delinquency has continued for a period of sixty (60) days; and

e. Any lapse, cancellation or material modification of any insurance policy maintained by the Condominium Association.

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

7.2. Additional Rights of Eligible Mortgagees. To the extent permitted by applicable law, holders of Eligible Mortgages shall also be afforded the following rights:

a. Any restoration or repair of the Condominium, after partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Declaration and the Plats and Plans, unless other action is approved by Eligible Mortgagees holding Eligible Mortgages encumbering Units having at least fifty-one percent (51 %) of the votes of the Units subject to Eligible Mortgages;

b. Except when the formula for reallocation of the Percentage Interest and the Common Elements appurtenant to each Unit after partial condemnation or partial destruction of the Condominium is fixed by applicable law, no reallocation of interest in

the Common Elements resulting from partial condemnation or partial destruction of the Condominium may be effective without the prior approval of Eligible Mortgagees holding mortgages on all remaining Units, whether existing in whole or in part, and which have at least fifty-one percent (51 %) of the votes of such remaining Units subject to Eligible Mortgages;

c. In the event that a professional management firm has been previously required by any Eligible Mortgagee or eligible insurer or guarantor, any decision to establish self-management by the Condominium Association shall require the prior consent of the Unit Owners to which at least sixty-seven percent (67%) of the votes in the Condominium Association are allocated and the approval of Eligible Mortgagees on the Units having at least fifty-one percent (51 %) of the votes of the total number of Units subject to Eligible Mortgages.

## **ARTICLE VIII**

### **LEASING**

8.1. **Residential Unit Leases.** A Unit Owner may lease or sublease his Unit (but not less than his entire Unit) at any time and from time to time provided that: (1) no Unit may be leased or subleased for transient or hotel purposes or for any period less than six (6) months; (2) the Unit Owner/lessor shall follow all applicable state and local ordinances; (3) a copy of the proposed lease or sublease shall be furnished to the Executive Board ten (10) days after the 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.

8.2. **Exceptions.** The foregoing restrictions shall not apply to leases made by Declarant or by an Eligible Mortgagee who takes title pursuant to foreclosure.

## **ARTICLE IX**

### **BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT**

9.1. **Annual Budget.** The Executive Board shall prepare an annual budget for each fiscal year of the Condominium Association in accordance with the provisions of the Act. Common Expenses under the budget shall be allocated in accordance with each Unit's Percentage Interest.

9.2. **Special Assessments.** If the cash requirement estimated at the beginning of any fiscal year shall prove to be insufficient to cover the actual Common Expenses for such fiscal

year, the Executive Board shall have the power, at any time (and from time to time) it deems necessary and proper, to levy one or more Special Assessments against each Unit Owner.

9.3. Payments. All Common Expense assessments made in order to meet the requirements of the Condominium 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. Liability for assessments for Common Expenses and Limited Expenses shall commence with respect to a Unit upon conveyance of that Unit by the Declarant, and Declarant shall have no liability for any assessments prior to such conveyance.

9.4 Payment of Common Expenses. The obligation to pay Common Expenses that benefit fewer than all of the Units shall be assessed exclusively against the Units benefited on an equal basis. The Declarant shall be responsible for all costs of the Condominium Association until such time as the Executive Board of the Condominium Association establishes an assessment against Units. For assessment purposes, a Unit is deemed to be created, and thus subject to the payment of assessments, only upon issuance of an occupancy permit for that Unit or the possession of such Unit, whichever later occurs. Declarant shall not be assessed on unsold Units, but shall only be responsible for any actual costs incurred by the Condominium Association with respect to the unsold Units to which Declarant holds title on an equal basis for such actual costs with Units that are sold and occupied.

9.5. Surplus. 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 shall be credited to each Unit Owner in accordance with their Percentage Interest, said credits to be applied to the assessments due from said Unit Owners under the next fiscal year's budget.

9.6. 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 percent (10%) of the Condominium Association's total budget for that fiscal year without the prior approval of two-thirds (2/3) of the Unit Owners.

9.7. Reserve: Capital Improvement Fee. Each annual Budget for Common Expenses shall include an amount reasonably considered by the Executive Board to be sufficient as a reserve for replacements, contingencies, capital expenditures and deferred maintenance. To initiate such reserve, the Declarant shall collect from each of its grantees at time of settlement an amount equal to two (2) months Common Expense assessment as a Capital Improvement Fee in accordance with the Act. In addition, the Executive Board shall have the right to segregate all or

any portion of the reserve for any specific replacement or contingency upon such conditions as the Executive Board deems appropriate. The Board may treat such sums as capital contributions or take any other action which it deems to be required by the Internal Revenue Code to obtain the optimum use of said funds.

9.8. Accounting. Within one hundred-twenty (120) days after the end of the fiscal year of the Condominium 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 Condominium Association, showing the net excess or deficit of income over expenditures plus reserves.

9.9. Interest and Late Charges. All Common Expense Assessments and Special Assessments shall be subject to a reasonable late charge, with the amount to be determined at the discretion of the Executive Board, which late charge will be levied as of the fifth (5th) day following the due date for the payment of any such assessments. Sums assessed by the Executive Board against any Unit Owner shall also bear interest thereon at the rate of eight percent (8%) per annum or such other rate as may be determined by the Executive Board from the sixtieth (60th) day following the due date of any such assessment. If any assessments are past due for more than sixty (60) days, the Executive Board may accelerate all of the assessment payments due from such Unit Owner for that fiscal year of the Condominium Association, and the total amount assessed against the Unit Owner for that fiscal year but not yet paid shall become immediately due and payable.

9.10. Failure to Fix New Assessments. If the Executive Board shall fail to fix new assessments for Common Expenses for the subsequent fiscal year before the expiration of any fiscal year, the Unit Owners shall continue to pay the same sums they were paying for such assessments during the fiscal year just ended and such sum shall be deemed to be the new assessments for the succeeding fiscal year. If the Executive Board shall change the assessment at a later date, such new assessment shall likewise be treated as Common Expense assessment adopted and assessed on a monthly basis.

9.11. No Exemption or Waiver. No Unit Owner is exempt from liability with respect to the Common Expenses by waiver of the enjoyment of the right to use any of the Common Elements or by the abandonment of his Unit or otherwise.

9.12. Personal Liability of Unit Owners. All sums assessed by the Condominium Association as a Common Expense assessment or Special Assessment, together with late charges and interest thereon, shall constitute the personal liability of the owner of the Unit so assessed and also shall, until fully paid, constitute a lien against such Unit pursuant to Section 3315 of the Act. The Condominium Association may take action for failure to pay any assessment or other

charges pursuant to Section 3315 of the Act and may assess a late charge for failure to pay the assessment or other charge on the date on which it is due. Any delinquent Owner shall also be obligated to pay (i) all expenses of the Executive Board, including reasonable attorneys' fees, incurred in the collection of delinquent assessments by legal proceedings or otherwise, and (ii) 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 late charges and interest, all of which shall constitute part of the delinquent assessment and shall be collectible as such.

9.13. Unpaid Assessments upon Execution Sale Against a Unit. Any unpaid assessments which cannot be promptly collected from the former Unit Owner may be reassessed by the Executive Board as a Common Expense to be collected from all of the Unit Owners, including (by way of illustration and not limitation) the purchaser who acquired title at the Sheriff's sale, the heirs, successors and assigns of the former Unit Owner and any holder of an Eligible Mortgage who comes into possession of a Unit by Deed in lieu of foreclosure or assignment in lieu of foreclosure.

9.14. Liability of Purchaser of Unit for Unpaid Assessments. Notwithstanding the provisions of this Article (but subject to the provisions of Section 3407(c) of the Act), upon the voluntary sale, conveyance or any other voluntary transfer of a Unit or any interest therein, the grantee thereof shall be jointly and severally liable with the grantor thereof for all unpaid assessments for Common Expenses which are a charge against the Unit as of the date of consummation of the sale, conveyance or transfer, but such joint and several liability shall be without prejudice to such grantee's right to recover from such grantor the amount of any such unpaid assessments which such grantee may have paid, and until any such assessments are paid, they shall continue to be a lien against the Unit which may be enforced in the manner set forth in Section 3315 of the Act. Notwithstanding the foregoing, any holder of an Eligible Mortgage which comes into possession of a Unit by Deed in lieu of foreclosure or assignment in lieu of foreclosure, shall not be liable for any unpaid assessments for Common Expenses or Limited Expenses, or for fees, charges, late charges, fines and interest charged pursuant to Sections 3302(a)(10), (11) and (12) of the Act, which are charges against the Unit taken by such Eligible Mortgagee in lieu of foreclosure, and any such charges may be reassessed by the Executive Board as Common Expense to be collected from all of the Unit Owners (including said Eligible Mortgagee which acquired such Unit in lieu of foreclosure).

## ARTICLE X

### LIMITATION OF LIABILITY

10.1. 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 Condominium 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 Condominium 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 as provided in Section 3303(a) of the Act;

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 Condominium 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 their duties; and

f. Shall have no personal liability arising out of the use, misuse or condition of the Buildings, or which might in any other way be assessed against or imputed to the Executive Board members as a result of or by virtue of their performance of their duties, except for the Executive Board members' own willful misconduct or gross negligence.

10.2. Indemnification. Each member of the Executive Board, in his capacity as an Executive Board member, officer or both, shall be indemnified by the Condominium Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he is an Executive Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or



officer is adjudged guilty of willful misconduct or gross negligence in the performance of his duties; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he is then an Executive Board member) approves such settlement and reimbursement as being in the best interests of the Condominium Association; and provided further that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board member and/or officer had no reasonable cause to believe his conduct was unlawful. The indemnification by the Unit Owners set forth in this Section shall be paid by the Condominium 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 members and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

10.3. Defense of Claims. Complaints brought against the Condominium 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 Condominium 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 Condominium Association. The Unit Owners and the holders of mortgages on Units shall have no right to participate in such defense other than through the Condominium Association.

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

## ARTICLE XI

### NOTICE OF RELEASE

The Condominium is located on property that is adjacent to an active golf course. All purchasers of Units within the Condominium shall release and hold harmless the owner of such adjacent golf course, the Declarant, the Condominium Association and their successors, assigns, principals, officers, directors, agents, and invitees from any liability for property damage or personal injury as a result of errant golf balls entering the Condominium and/or hitting the Unit and/or causing injury to persons or damage to the Unit. The Deed to any Unit will contain this release.

## ARTICLE XII

### INSURANCE

12.1. Types and Amounts. The Condominium Association shall obtain the following types and amounts of insurance (but in all events all insurance required by Section 3312 of the Act):

a. Hazard insurance, with an endorsement for extended coverage, or such other fire and casualty insurance as the Executive Board may determine which provides equal or greater protection for the Unit Owners and the holders of Eligible Mortgages, if any, in each case complying with the applicable requirements of this Article. Such hazard insurance shall, if and to the extent reasonably available, provide coverage of all portions of the Property outside of the Units (including, but not limited to, those portions of the interior and exterior walls of the Building not included in the definition of a Unit), and may, at the option of the Executive Board, cover the betterments and improvements to a Unit. Such hazard insurance shall insure against all risks of direct physical loss commonly insured against, including, without limitation, fire, vandalism, malicious mischief, wind, storm and water damage, and debris removal. The Executive Board may also obtain demolition coverage and such other hazard insurance coverage as the Executive Board deems appropriate. If such hazard insurance becomes unavailable in the future, the Executive Board shall obtain such comparable insurance as is then available. The amount of any such hazard insurance obtained pursuant to this Article shall be reviewed annually by the Executive Board, and shall be not less than one hundred percent (100%) of the full insurance replacement value of the Common Elements and Limited Common Elements, without deduction for depreciation (i.e., one hundred percent (100%) of current "replacement cost" exclusive of land, foundation, excavation and other items normally excluded from coverage), with an "agreed amount endorsement" and an "inflation guard endorsement," if available.

b. Comprehensive liability insurance, complying with the requirements of this Article, insuring the Unit Owners, in their capacity as owners of the Common Elements and Limited Common Elements and as Condominium Association members against any liability to the public or to other Unit Owners, their tenants, invitees or licensees, relating in any way to the ownership and/or use of the Common Elements and Limited Common Elements or any part thereof. Such insurance policy shall contain a "severability of interest endorsement" or equivalent coverage which precludes the insurer from denying the claim of a Unit Owner because of the negligent acts of the Condominium Association or any Unit Owner. Limits of liability shall be at least One Million Dollars (\$1,000,000.00) Combined Single Limit covering all claims for personal injury (including medical payments) and property damage. The Executive Board may

arrange coverage meeting the requirements of the preceding sentence with such deductibles and umbrella policies as are reasonable for a structure of like site and use located in Butler County. The insurance obtained by the Executive Board shall include protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, and such other risks as are customarily covered, in such amounts as are deemed appropriate by the Executive Board. The scope and amount of coverage of all liability insurance policies shall be reviewed annually by the Executive Board and may be changed in its discretion, provided that such shall continue to comply with the requirements of this Article.

c. At the option of the Executive Board, a fidelity bond or insurance coverage against dishonest acts on the part of such persons (including, without limitation, Executive Board and Condominium Association members, officers, trustees, agents, employees and volunteers, where such coverage is available for volunteers) responsible for handling funds belonging to or administered by the Condominium Association.

d. Such workers' compensation insurance as applicable law may require.

e. Insurance to satisfy the indemnification obligation of the Condominium Association and all Unit Owners set out in Article X hereof, if and to the extent available.

12.2. Required Provisions. Insurance obtained by the Condominium Association shall be in accordance with the following provisions:

a. Each Unit Owner shall be an insured party under such policies with respect to loss or liability arising out of his ownership of any undivided interest in the Common Elements and Limited Common Elements or membership in the Condominium Association.

b. All policies shall be written with a company licensed to do business in the Commonwealth of Pennsylvania, if possible, and, for the hazard insurance policy described above, the Executive Board shall endeavor to use a company holding a rating of Class A or better by Best's Insurance Reports, or by an equivalent rating or bureau should Best's Insurance Reports cease to be issued. Exclusive authority to adjust losses under all policies shall be vested in the Condominium Association or its authorized representative. Prior to the adjustment of any such loss, the Condominium Association shall decide whether, if the Condominium Association uses a public adjuster in connection therewith, the proceeds of any applicable insurance policy are likely to be sufficiently increased through the efforts of such adjuster to warrant the additional expense of retaining such an adjuster. If such decision shall be in favor of using a public adjuster, the Condominium Association shall retain a public adjuster, licensed as such by

the Commonwealth of Pennsylvania, which adjuster shall act solely in the capacity of advisor to the Condominium Association's authorized representative.

c. Such policies shall contain an endorsement waiving all rights of subrogation against the Executive Board, the Condominium Association, any managing agent, the Unit Owners and their respective tenants, employees, agents and invitees.

d. Such policies shall not be canceled, invalidated or suspended by means of the conduct of any one or more Unit Owners, all defenses based upon co-insurance or acts of the insured being waived by the insurer, and in no event shall cancellation, material modification, invalidation or suspension for any reason be effected without at least thirty (30) days prior written notice to each Unit Owner and all holders of Eligible Mortgages whose names and addresses are on file with the insurer.

e. Such policies shall not be canceled, invalidated, or suspended on account of the conduct of any officer or employee of the Condominium Association or any managing agent without a prior demand in writing that the Condominium Association or any managing agent, as the case may be, cure the defect, and without providing a reasonable period of time thereafter in which to cure such defect.

f. Any "no other insurance" clause in such policies shall not prohibit Unit Owners from obtaining insurance on their individual Units.

g. The insured under each policy required pursuant to this Article shall be the Condominium Association.

h. Each insurance policy required to be carried by the Condominium Association pursuant to this Article shall be endorsed to provide that all proceeds shall be payable to the Condominium Association.

i. Coverage may not be prejudiced by: (1) any act or neglect of one or more Unit Owners when such act or neglect is not within the control of the Condominium Association; or (2) any failure of the Condominium Association to comply with any warranty or condition regarding any portion of the condominium property over which the Condominium Association has no control.

j. All policies of property insurance shall provide that, despite any provisions giving the insurer the right to elect to restore damage in lieu of a cash settlement, such options shall not be exercisable (1) without the prior written approval of the Condominium Association; or (2) when in conflict with any requirement of law.

k. Insurance coverage obtained and maintained by the Condominium Association pursuant to the requirements of this Article may not be brought into contribution with insurance purchased by Unit Owners or their mortgages.

I In the event that any of the requirements of this Article become unenforceable because of changes in applicable laws or regulations affecting the insurance industry, or become unavailable due to unreasonable expense or changes in the insurance market, such provisions shall each be deemed severable and may be temporarily or permanently eliminated by the Executive Board upon receipt of a written opinion from an independent insurance agent or other consultant stating the basis why such insurance requirement is not enforceable or available, as the case may be. At least sixty (60) days prior to taking any such action, the Executive Board shall give written notice to each Unit Owner and Eligible Mortgagee who has registered with the Condominium Association and such action may be blocked by written petition or referendum of a majority of the Unit Owners or the written objection of Eligible Mortgagees holding mortgages on at least fifty-one percent (51 %) of the Units. Nothing contained in this paragraph shall be deemed to limit any requirements of Article VII hereof, and in the event of an inconsistency, Article VII shall prevail.

### 12.3. Unit Owner Insurance.

a. The Executive Board shall have the power to establish reasonable minimum limits for such coverage and to require all Unit Owners to carry such other types of insurance on their Units as the Executive Board may reasonably require, including, without limitation, ceilings and floors, improvements and betterments made to the Unit by the Unit Owner and the contents of the Units. All insurance carried by Unit Owners all comply with the provisions of this Section and shall be carried with insurance companies satisfying the requirements of this Article.

b. All additional insurance obtained by any Unit Owner shall be at his own expense; PROVIDED, HOWEVER, that: (1) such policies shall not be invalidated by the waivers of subrogation contained in this Declaration; and (2) no Unit Owner shall be entitled to exercise the right to maintain insurance coverage in such a way as to decrease the amounts which the Condominium Association may realize under any insurance policy which the Condominium Association may have in force on the condominium property at any particular time.

c. Any Unit Owner who obtains an individual insurance policy covering any portion of the Property other than the individual Unit of such Unit Owner or personal property belonging to such Unit Owner, shall be required to file a copy of such individual

policy with the Condominium Association within thirty (30) days after purchase of such insurance.

### ARTICLE XIII

#### CONDEMNATION

If all or any part of the Common Elements shall be taken, injured or destroyed by eminent domain, the Executive Board shall act on behalf of the Condominium Association and Unit Owners to negotiate and obtain an award of damages for such taking, which award shall be payable to the Condominium Association as trustee for all of the Unit Owners and their mortgagees. After such determination, each Unit Owner shall be entitled to a share of the damages equal to the Percentage Interest in the Common Elements appurtenant to his Unit. The Unit Owners directly affected by any such taking shall represent and negotiate for themselves with respect to damage awards for their respective Units.

### ARTICLE XIV

#### TERMINATION

14.1. Means of Termination. The Condominium may be terminated in the following manner:

- a. By Statute. As provided by the Act.
- b. Destruction. In the event there is substantial destruction of all of the Buildings and eighty percent (80%) of the Unit Owners directly affected by said destruction and by Eligible Mortgagees who represent fifty-one percent (51%) of the votes of the Units that are subject to Eligible Mortgages, voting as in all other instances, shall duly resolve not to proceed with repair or restoration, then and in that event, the Condominium form of ownership will be thereby terminated. The determination not to reconstruct after casualty shall be evidenced by a certificate of the Executive Board executed by the President and Secretary certifying as to the facts effecting the termination, which certificate shall become effective upon being recorded in the public records of Butler County, Pennsylvania.
- c. General Provisions. The termination of the Condominium shall be evidenced by a certificate of the Executive Board executed by its President and Secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the public records of Butler County, Pennsylvania. When the

Property has been removed from the provisions of the Act, the former Unit Owners shall, at the time such removal becomes effective, become tenants in common of the Property, and the holders of mortgages, judgments and other liens against the Unit or Units formerly owned by such Unit Owners shall have mortgages, judgments and liens upon the respective undivided common interests of the Unit Owners in the entire Property. The undivided interest in the Property owned in common which shall appertain to each Unit Owner following such removal shall be in the same proportion of the fair market value of such Unit Owner's interest to the fair market value of the interest of all Unit Owners determined in accordance with Section 3220 of the Act. All funds held by the Executive Board and all insurance proceeds, if any, shall be and continue to be held for the Unit Owners in proportion to the amount of their respective Percentage Interests determined as aforesaid in accordance with Section 3220 of the Act. The costs incurred in connection with such termination shall be a Common Expense.

d. Removal from Act. If the Property shall be removed from the provisions of the Act, then the Property may be subject to an action for partition by any Unit Owner or lien holder as if owned in common in which event the net proceeds of sale shall be divided among all the Unit Owners in proportion to the fair market value of their respective Interests determined in accordance with Section 3220 of the Act; provided, however, that no payment shall be made to a Unit Owner until there has first been paid from his share of such net proceeds all liens or charges on his Unit. Such removal of the Property from the provisions of the Act shall not preclude its subsequent submissions to the provisions thereof in accordance with the terms of the Act.

## ARTICLE XV

### DECLARANT'S RIGHTS

15.1. Election of Board. Election of the members of the Executive Board shall be subject to the following conditions as may be extended by law:

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

d. Not later than the earlier of (i) seven (7) years after the date of the recording of this Declaration, or (ii) one hundred- eighty (180) days after seventy-five percent (75%) 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.

e. Declarant may remove and appoint replacements for any members of the Executive Board appointed by the Declarant. Declarant may not unilaterally remove any members of the Executive Board elected by Unit Owners other than Declarant.

15.2. Merger. Pursuant to Section 3223 of the Act, Declarant does reserve the right to merge or consolidate the condominium with other planned communities or condominiums within seven years after the recording of the Declaration or as may be extended by law. All representations as stated in Article XIX of this Declaration shall apply to any consolidation as required by Section 3205(13) of the Act. The Declarant reserves the rights under this section for a period of seven years after the recording of this Declaration or as may be extended by law.

15.3. Declarant's Use for Sales Purpose. Declarant shall have the right to maintain sales offices, management offices and models for use in connection with the sale and leasing of Units in the Condominium. 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, subject to all Butler Township regulations, 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, subject to all Butler Township regulations. 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 Condominium Association. There shall be no more than one office at a time and it shall not be larger than a Unit.

15.4. Signs. Declarant shall have the right to maintain on the Property such advertising signs as Declarant in its sole discretion may deem appropriate to advertise the sale and/or leasing of Units, provided that such signs comply with applicable governmental requirements. Declarant may from time to time relocate such advertising signs. Declarant and any successor in interest,



including the Condominium Association, shall have the right to erect and maintain signs to advertise the entrance to the Condominium.

## ARTICLE XVI

### WITHDRAWABLE AND CONVERTIBLE REAL ESTATE

16.1. Reservation of Option to Contract the Condominium. The Declarant hereby reserves an option until the tenth (10th) anniversary of the recording of this Declaration, or as may be extended by law, to contract the Condominium from time to time in compliance with Section 3212 of the Act by the removal from the condominium form of ownership any or all of the portions of Withdrawable Real Estate without the consent of any Unit Owner or any mortgagee. This option to contract the condominium may be terminated prior to such anniversary only upon the filing of an amendment to this Declaration by the Declarant.

16.2. Reservation of Option to Convert Convertible Real Estate. The Declarant hereby reserves an option until the tenth (10th) anniversary of the recording of this Declaration, or as may be extended by law, to convert all or any portion of the Convertible Real Estate into Units, Limited Common Elements or any combination thereof from time to time in compliance with Section 3211 of the Act without the consent of any Unit Owner or any mortgagee. This option to convert may be terminated prior to such anniversary only upon the filing of an amendment to this Declaration by the Declarant.

16.3. Assurances with Respect to Convertible and Withdrawable Real Estate.

a. Effect of Withdrawal of Withdrawable Real Estate. The withdrawal of Withdrawable Real Estate from the condominium form ownership shall have the effect of terminating the ownership interest of all Unit Owners in the portion of Withdrawable Real Estate so withdrawn.

b. Limitations on Option to Convert Convertible Real Estate or Withdraw Withdrawable Real Estate. Except as provided herein or as may be created by or imposed pursuant to law, there are no limitations on the Declarant's option to convert Convertible Real Estate, add Additional Real Estate or withdraw Withdrawable Real Estate.

c. Effect of Conversion or Withdrawal of Real Estate on Common Element Interest and Common Expense Liability.

(i) The withdrawal by the Declarant of any or all of the portions of Withdrawable Real Estate will have no effect on the relative Common Element interest, relative voting strength in the Condominium Association or relative common expense liability appurtenant to each Unit.

(ii) The conversion by the Declarant of any or all portions of Convertible Real Estate into additional Units will decrease the Percentage Interest appurtenant to each Unit, and thus decrease the percentage of the relative Common Element interest, the relative voting strength and relative Common Expense Liability appurtenant to each Unit in accordance with the following formula:

$$\frac{100}{A} = B\%$$

where "A" equals total number of Units in the Condominium, including the new Units contained in the portions of Convertible Real Estate being converted; and "B%" equals the new percentage Common Element interest, relative voting strength in the Condominium Association and common expense liability of each Unit. The final Percentage Interest appurtenant to each Unit will depend on the number of additional Units created in the Convertible Real Estate.

d. Time and Sequence of Conversion or Withdrawal.

(i) Any portion of the Convertible Real Estate or Withdrawable Real Estate may be converted or withdrawn at any time during the ten (10) year option period.

(ii) The Declarant makes no assurances with respect to the sequence or order of conversion or withdrawal of the Convertible Real Estate or Withdrawable Real Estate.

(iii) If any portion of Convertible Real Estate or Withdrawable Real Estate is converted or withdrawn, none of the remaining portions of Convertible Real Estate or Withdrawable Real Estate must be converted or withdrawn.

e. Number of Units. If the Declarant elects to convert all of the Convertible Real Estate, the maximum number of Units on the Convertible Real Estate as an aggregate will be no more than twenty-eight (28) Units, with an average overall density of no more than eight (8) Units per acre.

f. Restriction to Residential Use. All of the Units which may be created within all portions of the Convertible Real Estate will be restricted exclusively to residential use.

g. Nature of Units Created Within Convertible Real Estate. The Declarant makes no assurances with respect to the architectural style, quality of construction, principal materials that may be employed in construction or the size of any Units which may be created within any portion of the Convertible Real Estate, except that the Declarant does assure that all future improvements will be consistent with the initial improvements in terms of quality of construction.

h. Use, Occupancy and Alienation of Units Created Within Convertible Real Estate. Any and all restrictions contained in this Declaration affecting use, occupancy and alienation of Units will apply to all Units which may be created within any portion of the Convertible Real Estate.

i. Improvements, Common Elements and Limited Common Elements. The Declarant makes no assurances with respect to any improvements, Common Elements or Limited Common Elements which may be created upon or within any portion of the Convertible Real Estate.

j. Location of Buildings or other Improvements. The Declarant makes no assurances with respect to the locations of any buildings or other improvements which may be constructed or made within any portion of the Convertible Real Estate, except that future improvements will be consistent with the initial improvements in terms of structure type and quality of construction.

k. Nature and Size of Limited Common Elements. The Declarant makes no assurances with respect to the type, nature, or size of any Common Elements or Limited Common Elements which may be created within any portion of the Convertible Real Estate.

l. The Proportion of Common Elements and Limited Common Elements to Units. The Declarant makes no assurances with respect to whether the proportion of Common Elements or Limited Common Elements to Units created within any portion of the Convertible Real Estate will be approximately equal to, less than, or greater than the proportion of Common Elements or Limited Common Elements to Units within any other parts of portions of the Condominium.

m. Assurances with Respect to Withdrawable Real Estate. Any assurances made in the Declaration with respect to the Convertible Real Estate do not apply to any portion of real estate which is not converted but is withdrawn as Withdrawable Real Estate.

## **ARTICLE XVII**

### **ARBITRATION**

Any disputes arising concerning the interpretation of this Declaration shall be submitted to binding arbitration before a single arbitrator. The rules of the American Arbitration Association shall govern all such proceedings and this shall be a common law arbitration pursuant to the provisions of 42 Pa.C.S.A. § 7341 or successor legislation.

## **ARTICLE XVIII**

### **AMENDMENT OF DECLARATION**

18.1 **In General.** Subject to the other provisions of this Declaration relative to amendment, particularly with respect to Withdrawable and Convertible Real Estate, this Declaration and the Declaration Plans may be amended in the following manner:

a. **Notice.** Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

b. **Resolution.** An amendment may be proposed by either the Executive Board or by twenty percent (20%) of the Unit Owners. A resolution adopting a proposed amendment must bear the approval of sixty-seven percent (67%) of the Unit Owners. Owners not present at the meetings considering the amendment may express their approval, in writing, or by proxy, given before such meeting was held.

c. **Agreement.** In the alternative, an amendment may be made by an agreement signed and acknowledged by sixty-seven percent (67%) of the record owners of the Units in the Condominium in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the public records of Butler County, Pennsylvania.

d. **Proviso.** No amendment shall discriminate against any Unit Owner nor against any Unit or class or group of Units unless the Unit Owners and mortgagees so affected shall consent; no amendment shall change any Unit nor the percentage share in the Common Elements or Limited Common Elements, and any other of its appurtenances not increase the Unit Owner's share of the Common Expenses unless the owner of the Unit concerned and the Eligible Mortgagee with respect thereto shall join in the execution of the amendment (except as such Percentage Interest in the Common Elements and Common Expenses may be decreased by the creation of additional Units in the Convertible Real

Estate as permitted hereby), and further, except to the extent permitted by applicable law, no amendment shall change any of the provisions governing the following without the approval of holders of Eligible Mortgagees encumbering at least fifty-one percent (51%) of the Units which are encumbered by Eligible Mortgages: (i) voting rights; (ii) increases in assessments that raised the previously assessed amount by more than twenty-five percent (25%), assessment liens, or their priority of assessment liens; (iii) reductions in reserves for maintenance, repair and replacement of Common Elements; (iv) responsibility for maintenance and repairs; (v) reallocation of interests in Common Elements or Limited Common Elements or rights to their use; (vi) redefinition of any Unit boundary; (vii) convertibility of Units into Common Elements or vice versa; (viii) expansion or contraction of the Property or the addition, annexation or withdrawal of property to or from the Property, except in accordance with the phased legal development involving the creation of Units within the Convertible Real Estate; (ix) hazardous or fidelity insurance requirements; (x) imposition of any restrictions on the leasing of Units; (xi) imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit; (xii) restoration or repair of the Property (after damage or partial condemnation) in a manner other than specified in Declaration; or (xiii) any provisions which are for the express benefit of Eligible Mortgagees or eligible insurers or guarantors of Eligible Mortgages on the Units. Notwithstanding the provisions of Article XIV hereof, the Condominium may not be terminated for any reason other than substantial destruction or condemnation of the Condominium Property, without the approval of holders of Eligible Mortgages encumbering at least sixty-seven percent (67%) of the Units which are subject to Eligible Mortgages. No amendment of this Declaration shall make any change which would in any way affect any of the rights, privileges, powers, and options of the Declarant unless the Declarant shall join in the execution of such amendment. Notwithstanding the foregoing, the Declarant reserves the right to change the location, interior design, and arrangement of all Units and to alter the boundaries between Units, subdivide Units as well as to combine Units so long as Declarant owns all the Units so changed or altered. Such changes or alterations shall be reflected by an Amendment to this Declaration and the Declaration Plans, and said Amendment need only be executed by Declarant and the holders of any Eligible Mortgages on said Units. If more than one Unit is converted, the Percentage Interests of the Units affected shall be duly apportioned. If, in the judgment of the Executive Board, any amendment is necessary to cure any ambiguity or to correct or supplement any provision of the Declaration, or the Plats and Plans which is ineffective or inconsistent with any other provision hereof or thereof or with the Act, or applicable provisions of the Act, or to change, correct or supplement anything appearing or failing to appear in the Plat and Plans which is incorrect, defective or similarly inconsistent, or if any such amendment is necessary to conform to the then-current requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or the Federal Housing Administration with respect to condominium projects, the Executive Board may effect an appropriate corrective amendment without the approval of Unit Owners or the Eligible Mortgagees upon its receipt of an opinion from

independent counsel that the proposed amendment is permitted by the terms of this sentence, together with a like opinion from an independent registered architect or licensed professional engineer in the case of any such amendment to the Declaration Plans. Each such amendment shall be effective upon the recording thereof in the Recorder's Office of Butler County, or any successor thereto, of an appropriate instrument setting forth the amendment and its adoption, duly executed and acknowledged by the appropriate officer of the Executive Board.

e. Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Executive Board with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the public records of Butler County, Pennsylvania.

18.2. Effective Dates. Each such amendment shall be effective upon the recording of an appropriate instrument setting forth the amendment and its due adoption, execution and acknowledgment by one or more officers of the Executive Board.

18.3. Deemed Approval of Mortgagee. If any amendment acquires the approval of an Eligible Mortgagee and such Eligible Mortgagee fails to submit a response to any written proposal for an amendment within sixty (60) days after the Eligible Mortgagee receives proper notice of the proposal, the required approval of such Eligible Mortgagee may be assumed, provided that the notice was delivered by certified or registered mail, with a "return receipt".

## ARTICLE XIX MASTER ASSOCIATION AND CONSOLIDATION

19.1 Pursuant to Section 3222 of the Act, Declarant reserves the right to place the Condominium under and subject to a Master Association and to delegate any of the powers set forth in Section 3302 of the Act or this Declaration, to the Master Association. The Declarant reserves the rights under this section for a period of ten (10) years after the recording of this Declaration or as may be extended by law. Upon conclusion of the period of Declarant control, the governing body of the Master Association must be elected by as set forth in the Act.

19.2 Pursuant to Section 3223 of the Act, Declarant reserves the right to merge or consolidate the Condominium. All representations as stated in this Declaration shall apply to any consolidation as required by the Act. The Declarant reserves the rights under this section for a period of ten (10) years after the recording of this Declaration or as may be extended by law. It is currently contemplated that Declarant may merge or consolidate the Condominium with the existing neighboring community known as the Fairways at Krendale Condominium.

## ARTICLE XX

### GENERAL

20.1. Enforcement. Enforcement of this Declaration shall be by any proceeding at law or in equity against any person or person violating or attempting to violate any covenant, condition, or restriction, imposed by this Declaration either to restrain violation or to recover damages, or to collect any charges or damages, and failure by any Owner to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter. Before an individual Owner may act to enforce any provisions of this Declaration against the other Owner, written notice must be given.

20.2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions.

20.3. Captions. Captions are for convenience and reference only and are in no way to be construed as defining, limiting or modifying the scope or intent of the various provisions of this Declaration.

20.4. Gender. As used in this Declaration, the word person shall mean and include where appropriate, an individual, corporation, partnership or other entity; the plural shall be substituted for the singular and the singular for the plural where appropriate and words of any gender shall mean to include any other gender.

20.5. Exhibits. The following exhibits are attached:

- A. Legal Description of the Condominium if All Phases Are Created
- B. Legal Description of Phase I
- C. List of Easements and Licenses
- D. Plats and Plans
- E. Convertible/ Withdrawable Real Estate Property Description
- F. Percentage Interest Table

3 IN WITNESS WHEREOF, Declarant has caused this Declaration to be duly executed on this day of July, 2017.

**DECLARANT:**

ATTEST/WITNESS:

**COURTYARDS AT KRENDALE, LP**, a Pennsylvania limited partnership

By: **COURTYARDS AT KRENDALE GP, LLC**, a Pennsylvania limited liability company, its general partner

*Chief Meris*

Title: UH1'P

**ACKNOWLEDGEMENT**

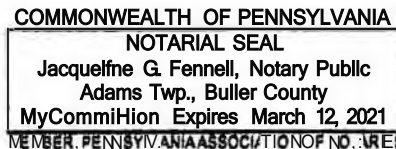
COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF BUTLER )

AND NOW, to-wit, this J day of tuuvfr.C.frZ., 20 11, before me, the undersigned officer, a notary public, personally appeared lf:11 ScH,n:n., an individual, and who, being duly sworn according to law, deposes and says that he is the L•TTO PAI"111 **Courtyards at Krendale GP, LLC**, a Pennsylvania limited liability company, General Partner of **Courtyards at Krendale, LP**, a Pennsylvania limited partnership, being authorized to do so, and acknowledges that he executed the foregoing instrument for the purposes therein contained by signing his name as such officer of such company.

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

My Commission Expires: 3-11-2..1

*Jacqueline G. Fennell*  
Notary Public





**EXHIBIT "A"**

**LEGAL DESCRIPTION OF THE PROPERTY  
IF ALL PHASES ARE CREATED**

**ALL** that certain piece, parcel of land situated in the Township of Butler, Butler County, Commonwealth of Pennsylvania; being identified as "Revised Lot I", as shown on the Courtyards at Krendale Plan: Being a consolidation of Butler County Tax Parcels 056-17-3A and 056-17-3AA, as recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania at Plan Book Volume 362, Page 20.

TOGETHER WITH covenants, easements, and restrictions of record including but not limited to existing drainage, utility and sanitary easements as shown and described on said plan containing the storm water drainage system to the north and east of the property, as set forth under the Declaration of Easement, dated October 31, 2003, by and between Joseph P. Krenitsky and Judith A. Krenitsky, as husband and wife, and Krendale Golf Course, Inc., recorded in the Recorder's Office of Butler County, Pennsylvania at Instrument Number 200310310049548.

**EXHIBIT "B"**

LEGAL DESCRIPTION OF PHASE I

All those certain pieces of land being designated as Building 36 (Units 301, 305, 3602 and 3604), Building 34 (Units 3402, 3404, 3406, and 3408), Building 32 (Units 3202, 3204, 3206, and 3208) each together with an undivided interest in the Common Elements appurtenant thereto and those Common Elements labeled as "Must Be Built" as included and shown on the Plat, as referenced in **Exhibit "D"** hereof.

## EXHIBIT "C"

### LIST OF EASEMENTS AND LICENSES

1. Subject to all matters shown on the Plans as recorded in the Recorder's Office of Butler County, Pennsylvania in Plan Book 327, Page 39 and Plan Book 332, Page 20.
2. Memorandum of Oil and Gas Lease dated October 24, 2013, recorded in Instrument No. 201312130035125, and any subsequent instruments pertinent thereto.
3. Assignment and Assumption dated December 1, 2013, recorded at Instrument No. 20140328006441, and any subsequent instruments pertinent thereto.
4. Right of Way Agreement between Kate, Inc. and West Penn Power Company, dated August 26, 2004, recorded at Instrument No. 200406260028091.
5. Right of Way Agreement between Kate, Inc. and T.W. Phillips Gas and Oil Co., dated May 19, 2004, recorded at Instrument No. 200405190015908.
6. Bill of Sale by and between Kate, Inc. and Butler Area Sewer Authority, dated June 2, 2004, recorded at Instrument No. 200406020017833.
7. Declaration of Easement for storm water drainage system dated October 31, 2003, between Joseph P. Krenitsky and Judith A. Krenitzky, as husband and wife, and Krendale Golf Course, Inc., recorded at Instrument No. 200310310049548.
8. Assignment of Declarant Rights for the storm water management system, between Kate, Inc. and Courtyards at Krendale, LP, recorded at Instrument No. 200704040006998.

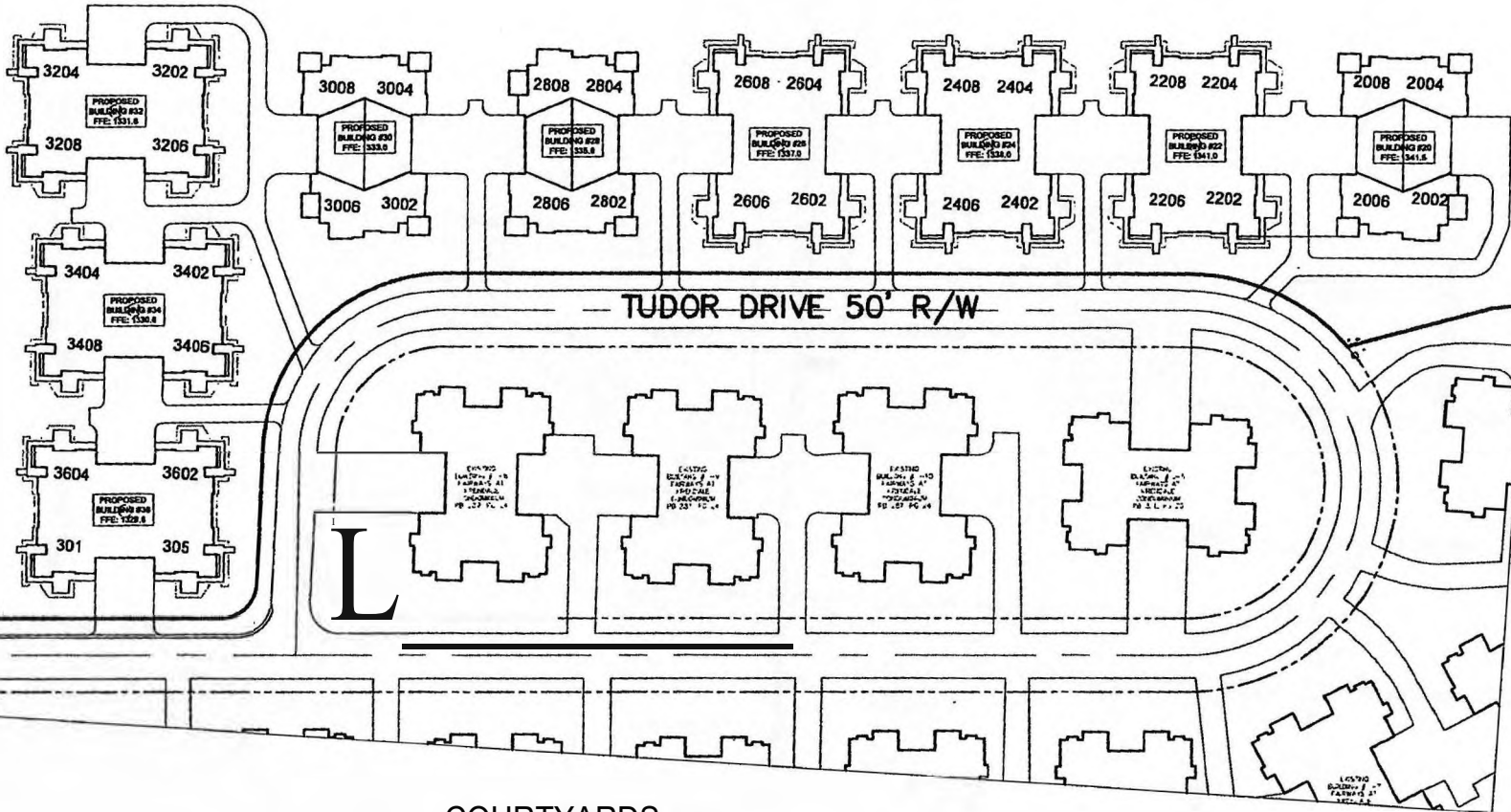
**EXHIBIT "D"**

PLATS AND PLANS

THE PLAT IS RECORDED IN THE RECORDER'S OFFICE OF BUTLER COUNTY,  
PENNSYLVANIA AT PLAN BOOK VOLUME \_\_\_\_\_ t., \_\_\_\_\_, PAGE \_\_ 3 \_\_ -- .

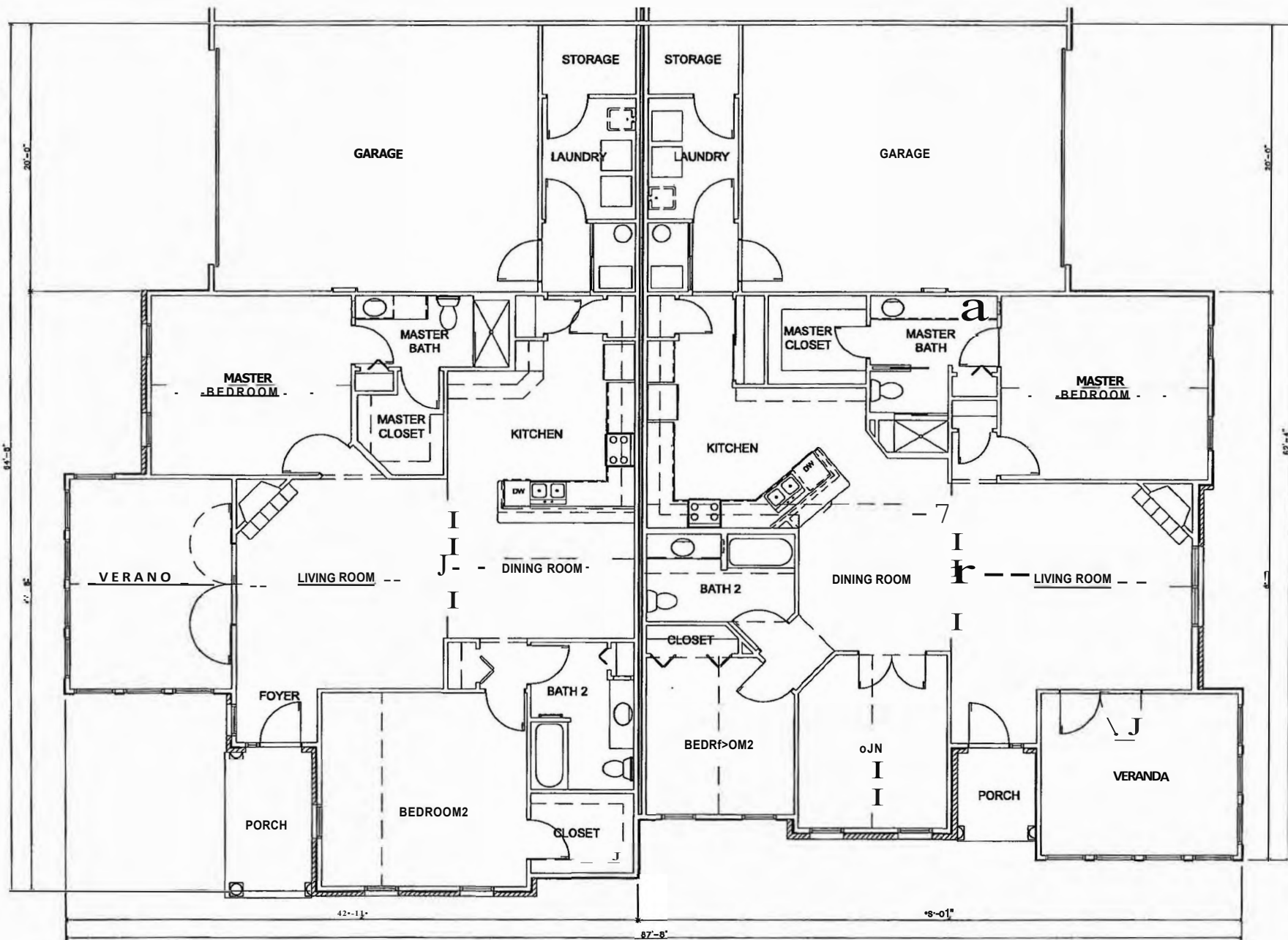
THE PLANS ARE ATTACHED HERETO ON THE FOLLOWING 3 PAGES.

BENBROOK ROAD (S.R. 3007)



TUDOR DRIVE 50' R/W

COURTYARDS AT KRENDALE  
 ADDRESS PLAN  
 BUTLER TOWNSHIP, BUTLER, PA. 16001

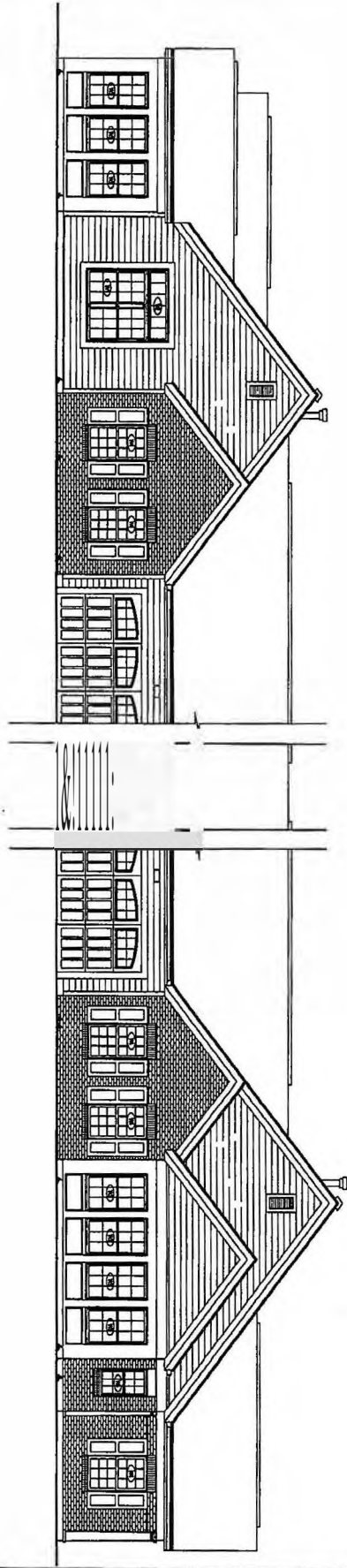


REAL ESTATE  
 SALES  
 BROKER  
 alicia

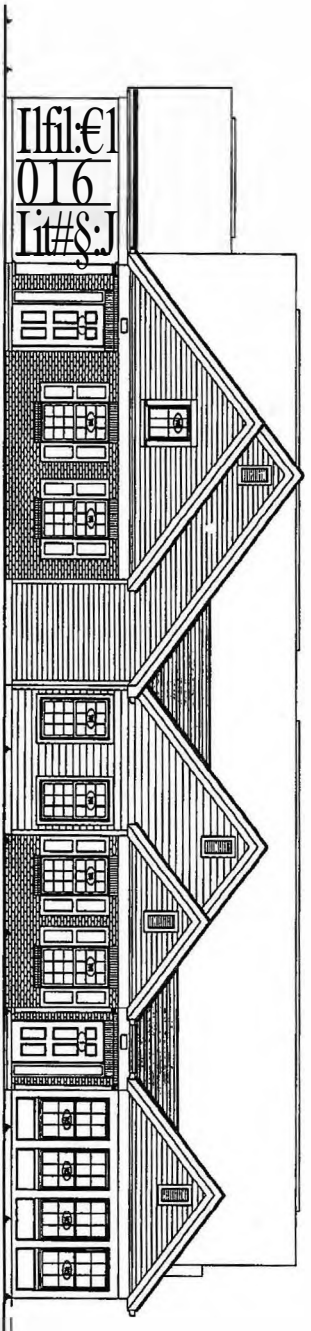
CANTERBURY  
 BLDG.

FLOOR PLAN

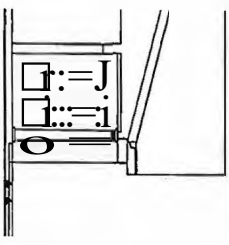
A.101



CANTERBURY - ABBEY UNIT SIDE ELEVATION



CANTERBURY - ABBEY END ELEVATION



CANTERBURY ENTRY SIDE ELEVATION

<p>A.201 POS Version 10/21/15</p>	<p>ELE</p>	<p>ABBEY/CANTERBURY</p>	<p>COURTYARDS AT KRENDALE LP PO BOX 449 MARS, PA 16046</p>	<p><b>Weaver</b> <b>HOMES</b> A Weaver Master Builders, Inc. Company</p>
---------------------------------------	------------	-------------------------	--	--

**EXHIBIT "E"**

CONVERTIBLE/WITHDRAWABLE REAL ESTATE

PROPERTY DESCRIPTION

All Property excepting Phase 1.



**EXHIBIT "F"**

**PERCENTAGE INTEREST TABLE**

BUILDING	UNIT	PERCENTAGE INTEREST
36	301	8.33%
36	305	8.33%
36	3602	8.33%
36	3604	8.33%
34	3402	8.33%
34	3404	8.33%
34	3406	8.33%
34	3408	8.33%
32	3202	8.33%
32	3204	8.33%
32	3206	8.33%
32	3208	8.33%

**NOTES:**

1. This table is based on completion of Phase I, consisting of the construction of the above-identified Units.

2. Upon construction of additional Units in accordance with the terms of this Declaration, this Table will be amended to reflect the additional Units.



AfHOA\J1 fLEO

tnstr:200310310049649		1013112003
P&H :9	F:\$413.50	1.25PM
ich:l	Musi:l	T20030045459
Butler County Rccrciar		ML-KRENDALE

DECLARATION OF EASEMENT

THIS DECLARATION of Easement (the "Declaration") is made this 3<sup>rd</sup> day of rat., 2003, by JOSEPH P. KRENITSKY and JUDITH A. KRENITSKY, husband and wife ("Krenitsky") and KRENDALE GOLF COURSE, INC., a Pennsylvania corporation ("Krendale") (Krenitsky and Krendale shall collectively hereinafter be referred to as "Declarant", unless the context herein indicates otherwise).

WITNESSETH:

WHEREAS, Krenitsky is the owner of certain real property situated in Butler Township, Butler County, Pennsylvania, being Tax Parcel No. F2-BA, Map No. 18 ("Krenitsky Property");

WHEREAS, Krendale is the owner of those certain tracts or parcels of land situated in Butler Township, Butler County, Pennsylvania, being Tax Parcel No. 12, Map No. 10 ("Krendale Property"); and

WHEREAS, Krendale is developing the Fairways at Krendale on the property owned by Krendale and known as New Parcel No. 3 in the Lot line Revision Subdivision for Joseph P. and Judith A. Krenitsky, recorded at Plan Book 262, Page 12 consisting of 21.287 Acres (Benefited Property); and

WHEREAS, Declarant, for the use and benefit of itself, its successors and assigns, desires to place and impose easements upon the Krenitsky Property and the Krendale Property provide for the installation of a storm water drainage system thereon, and to insure the continued and routine maintenance of said thereof.

NOW, THEREFORE, intending to be bound hereby, the Declarant states:

1. Grant of Easement. Declarant hereby declares that the Krenitsky Property and the Krendale Property shall be held, sold and conveyed subject to the easements specifically

s forth in Exhibit "A.. and Exlu'bit .B " attached hereto and incorporated herein. which shall nm with the real estate described, to be binding on all parties having a right, title or interest therein, along with their heirs. succsson and assigns, and which shall inure to the benefit o f each owner thereof. Krendale shall have tbe right to construct the storm water system as hereinafter defined and to exercise all rights contained herein and in addition thereto, Krendale shall have the right to d iver t storm ws.ter from the Benefited hopeny through the stonn water system to the Krenitsky property and the nde.le property.

2. **Stonn Water System.** Decluant shall constmct, install, maintain, inspect, repair, remove and replace a storm water system es hereinafter described and subject to ,the further terms and conditions hereoe£ The term "Stonn Water System" shall include a11 construction and improvements made within the easement areu by the Dcelara.nt

3. **Watershed.** Declarant acknowledges that the Storm Water System will divert a quantity of stormwater runoff which exceeds the amount naturally flowing to the Krenitsky Property and Krendale Property.

4. **Approval.** Declarant shall be responsible for obtaining all necessary approvals and pcnnits for the construction o fthe Storm Water System.

5. **Construction of the Sto1'm Water System.** Declarant shall construct the Stmm Water System at its sole cost and expense, using competent, responsible and qualified independent contractors in accordance with sound engineering practices.

6. **Maintenance, Repair and Testing.** Declarant shall perform such maintenance and make such repairs and replacements as shall be required to keep the Storm Water System. in good B.lld safe operating 001:ldition at all times. Declarmt shall have the right at any time to relocate at Declarant's expense, the Storm Water Sy11tem within the easement areas.

7. **Transfer of Rights and Obligations.** Krendale intends to submit the Benefited Property to a Declaration of Condominium. Upon the filing of the Declaration of Condominium the rights and obligations hereunder shall automatically transfer to the condominium association created under the Declaration of Condominium.

8. **Rights Run With the Land.** The rights, benefits and obligations created hereunder shall be appurtenant to and run with the land and shall be binding upon all future owners of the Krenit&ky Property, the Krendale Property and the Benefited Property.

IN WITNESS WHEREOF, the said Joseph P. Krenitsky and Judith A. Krenitsky and Krendale Golf Course, Inc. have executed these presents on this 21 day of Oct, 2003.

ATTEST:

KRENDALE GOLF COURSE, INC., a Pennsylvania corporation

*a. l* \_\_\_\_\_  
Secretary

By: *Joseph P. Krenitsky* \_\_\_\_\_, President

WITNESS:

*Joyce Gregg* \_\_\_\_\_  
*Joyce Gregg* \_\_\_\_\_

*Joseph P. Krenitsky* \_\_\_\_\_  
Joseph P. Krenitsky  
*Judith A. Krenitsky* \_\_\_\_\_  
Judith A. Krenitsky

**AQSNQWLEDGMENF**

COMMONWEALTH OF PENNSYLVANIA :  
: S.S.  
COUNTY OF \_\_\_\_\_ :

On this 12/A day of \_\_\_\_\_, A.D. 2003, before me, a notary public, the undersigned officer. pmonally appeared Josphe P, Krenitsky 1nd Judith A. Krenitsky. known to me, or ,atisfactorily proven, to be the same, and s such being authorized to do so, acknowledged that they executed the same for the purposes therein contained.

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

*Joyce E. Gregg*  
Notary Public

My Commission Expires:

Notarial Seal  
Joyce E. Gregg, Notary Public  
BuUer Twp., Butler County  
My Commission Expires May 18, 2004  
Member, Pennsylvania Association of Notaries



**ACKNQMEDG.J**

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

On this 31st day of Oct, A.D. 2003, before me, a notary public, the undersigned officer, personally appeared Joseph & Judith Krenitsky known to me, or satisfactorily proven, to be the Secretary & President of KRENDALE GOLF COURSE, INC., and as such officers, being authorized to do so, acknowledged that he executed the same for the purposes therein contained.

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

?

My Commission Expires:

Notarial Seal  
Joyce E. Gregg, Notary Public  
Butler Twp., Butler County  
My Commission Expires May 18, 2004  
Member, Pennsylvania Association of Notaries



**EXHIBIT "A"**

**Drawiaa No.: 202-6-E-1**

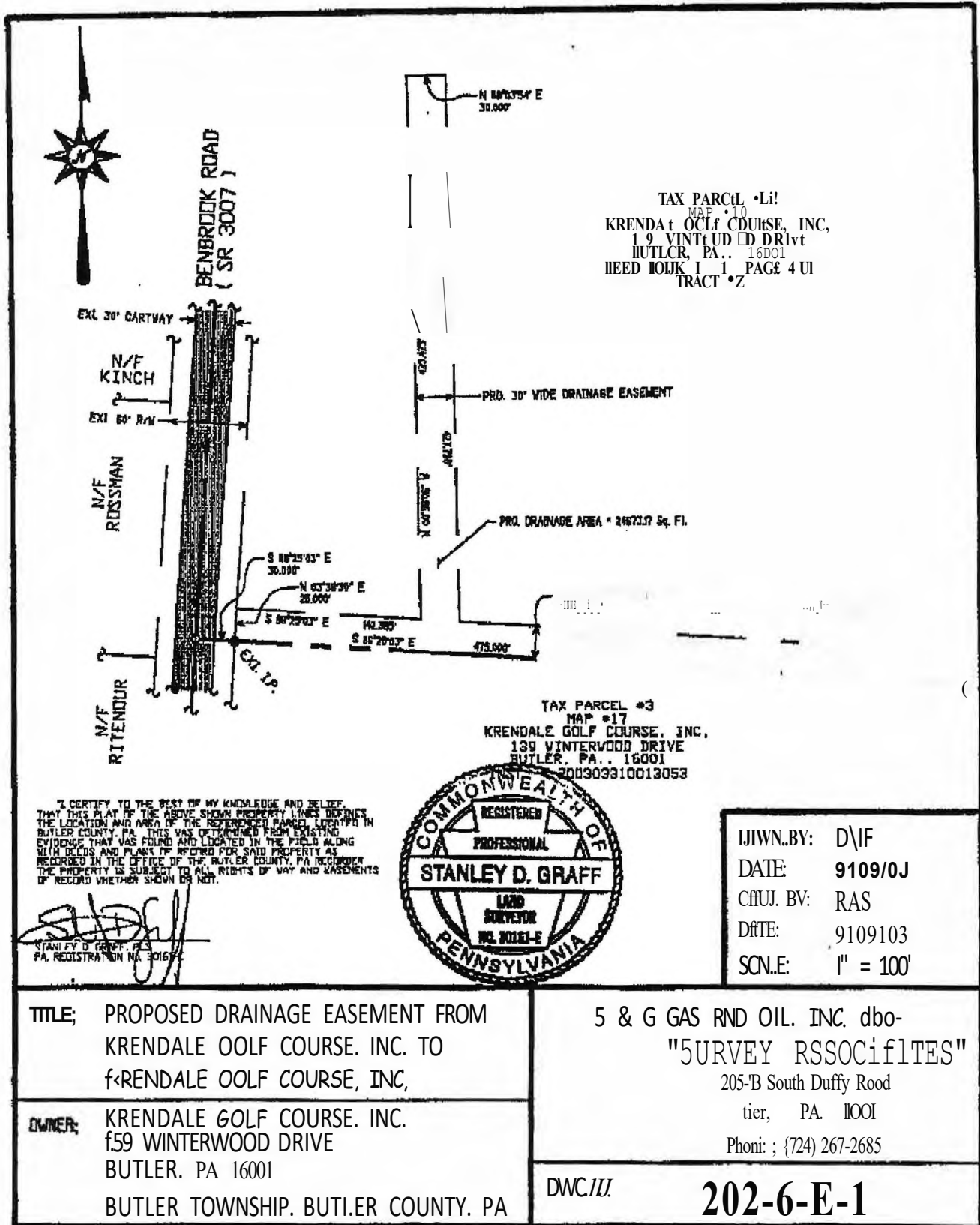
**Prepared by S & G Gas and Oil, Inc.  
d/b/1 Survey Associates**

**Dated: September 9, 1003**



**\\trdly C'tRTIFY**  
that thiol "t"-1111  
'tttCIR,ni thilt  
Itc11rdtr', Offn"  
ar 9ullat ("Hnl.  
rtffn',l.-nt\*

*Michale M. Muniello*  
Michale M. Muniello - Recorder of Deeds





**EXHIBIT "B"**

**Drawing No.: 202-ci-E-2**

**Prepared by S & G G11 and OU, Inc.  
d/b/a Survey Associates**

**Dated: September 9, 2003**

*Returned to Presenter*

*~~Mailed to:~~ Krendale Golf Course  
139 Winterwood Dr.  
Butler, PA 16001*



**!!**  
COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF REVENUE  
BUREAU OF INDIVIDUAL TAXES  
DEPT. 280603  
HARRISBURG, PA 17128-0603

# REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

RECORDER'S use ONLY	
State Tax Paid	0
Book Number	200310310049548
Page Number	-
Date Recorded	10-31-03

Complete each Division and file in duplicate with Recorder of Deeds when (1) the full value/consideration is set forth in the deed, (2) when the deed is without consideration, or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on: 1) family relationship or 2) public utility easement. If more space is needed, attach additional sheet(s).

### A CORRESPONDENT • All inquiries may be directed to the following person:

Name <i>Krendale Golf Course</i>	Telephone Number
Street Address <i>J39 V...le...V...14 J...</i>	Area Code (7 41 <i>82-4344</i> )
City	State
	Zip Code

### B TRANSFER DATA

Grantor(s)/Lessor(s) <i>Joseph and Judith Krenitzky</i>	Grantee(s)/Lessee(s) <i>Krendale Golf Course</i>
Street Address <i>139 Winterwood Dr</i>	Street Address <i>Bl...le, VI...t)</i>
City <i>Butler</i>	City <i>B...le-</i>
State <i>PA</i>	State <i>PA...</i>
Zip Code <i>16001</i>	Zip Code <i>16001</i>

### C PROPERTY LOCATION

Street Address <i>V/O Evans City Rd on 139 Winterwood Dr</i>	City, Township, Borough <i>Evans City</i>
County <i>Butler</i>	School District <i>Butler</i>
	Tax Parcel Number

### D VALUATION DATA

1. Actual Cash Consideration <i>0</i>	2. Other Consideration <i>+ c)</i>	3. Total Consideration <i>= 0</i>
4. County Assessed Value	5. Common Level Ratio Factor <i>X</i>	6. Fair Market Value <i>=</i>

### E EXEMPTION DATA

1a. Amount of Exemption Claimed <i>100%</i>	1b. Percentage of Interest Conveyed
--	-------------------------------------

2. Check Appropriate Bolt Below for Exemption Claimed

- Will or intestate succession (Name of Decedent) \_\_\_\_\_ (Estate File Number) \_\_\_\_\_
  - Transfer to Industrial Development Agency.
  - Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
  - Transfer between principal and agent. (Attach complete copy of agency/straw party agreement.)
  - Transfers to the Commonwealth, the United States and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
  - Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number \_\_\_\_\_, Page Number \_\_\_\_\_
  - Correlative or confirmatory deed. (Attach complete copy of the prior deed being corrected or confirmed.)
  - Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- or (Please explain exemption claimed, if other than listed above.) *finalized* *W...-0-0*  
*c...de...-t... u...t*

Under penalty of law, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party <i>Mark Krenitzky</i>	<i>10-31-03</i>
--	-----------------



Instr:201704040006998 04/04/2017  
 Pages:11 F:\$34.50 1:41PM  
 Nlcncl• Mustellc T2 170004404  
 Butlr• Countv Recorder 1'IEPSEBRING



**ASSIGNMENT OF DECLARANT RIGHTS**

**THIS ASSIGNMENT OF DECLARANT RIGHTS** is made this 15<sup>th</sup> day of April, 2017, by and between **KATE, INC.**, a Pennsylvania corporation ("Kate") and the **COURTYARDS AT KRENDALE, L.P.**, a Pennsylvania limited partnership ("Courtyards").

**WITNESSETH:**

**WHEREAS**, on January 10, 2005, Kate recorded a Declaration of Condominium, through which Kate created The Fairways at Krendale Condominium and on January 3, 2012, Kate recorded the Eleventh Amended Declaration of Condominium, which is recorded in the Records Office of Butler County at Instrument Number 201201030000096; and,

**WHEREAS**, the Eleventh Amended Declaration of Condominium established certain Existing Drainage Easements, which are shown on the Fairways at Krendale Condominium Plats and Plans, attached hereto as **Exhibit "A"**; and,

**WHEREAS**, on October 27, 2016, Kate, as seller, and Courtyards, as buyer, entered into an Option and Agreement of Sale and Purchase for Real Estate ("Agreement of Sale"), whereby Kate agreed to convey +/- 8.2 acres of property located in The Fairways at Krendale Condominium, more particular described as Butler County Tax Map and Parcel 1.D. 56-17-3A and 56-17-3AA; and,

**WHEREAS**, pursuant to Paragraph 13.5 of the Agreement of Sale, Kate agreed to provide Courtyards with any and all easements and rights as necessary to tie into the existing storm water management system currently located within The Fairways at Krendale Condominium and agreed to assign to Courtyards rights of access to the storm water management system.

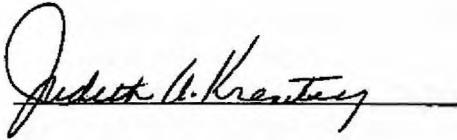
**WHEREAS**, this Assignment is necessary so that Courtyards may utilize the storm water management system located in The Fairways at Krendale, including but not limited to Existing Storm Water Management Pond #2, as shown on **Exhibit "A"**.

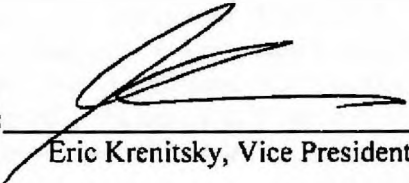
**NOW THEREFORE**, in consideration of the foregoing, **Kate** hereby assigns its rights as Declarant of the Fairways at Krendale Condominium to the Existing Drainage Easements, as referenced in the Eleventh Amended Declaration of Condominium, to **Courtyards** for the purpose of and in order to afford Courtyards the right to use the current storm water management system located on the Fairways at Krendale Condominium, including the right to add water to Existing Storm Water Management Pond #2.

Intending to be legally bound hereby, **KATE, INC.**, hereby executes the above-referenced Assignment effective this 3 day of April, 2017.

**WITNESS:**

**KATE, INC.**, a Pennsylvania corporation

  
\_\_\_\_\_

By:   
Eric Krenitsky, Vice President

**ACCEPTANCE OF ASSIGNMENT**

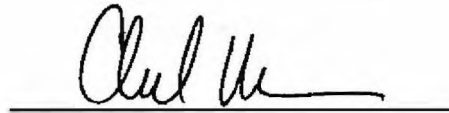
**COURTYARDS AT KRENDALE, LP**, a Pennsylvania limited partnership, intending to be legally bound hereby, does hereby accept the above Assignment of Declarant Rights by and between **KATE, INC.** and **COURTYARDS AT KRENDALE, LP**.

Intending to be legally bound hereby, this Acceptance is executed this 27 day of April, 2017.

**WITNESS:**

**COURTYARDS AT KRENDALE, LP**, a Pennsylvania limited partnership

By: **COURTYARDS AT KRENDALE GP, LLC**, a Pennsylvania limited liability company, its general partner

  
\_\_\_\_\_

By:   
\_\_\_\_\_  
President

**ACKNOWLEDGMENT**

COMMONWEALTH OF PENNSYLVANIA :

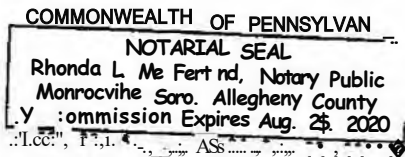
:

COUNTY OF ALLEGHENY :

:

AND NOW, to-wit, this 11 day of June, 2017, before me, the undersigned officer, a notary public, personally appeared **E I C KRENITSKY**, an individual, and who, being duly sworn according to law, deposes and says that he is the Vice President of **KATE, INC.**, a Pennsylvania corporation, being authorized to do so, and acknowledged that he executed the foregoing instrument for the purposes therein contained by signing his name as such officer of such company.

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



*[Handwritten Signature]*  
Notary Public

MY COMMISSION EXPIRES:

**ACKNOWLEDGMENT**

COMMONWEALTH OF PENNSYLVANIA :

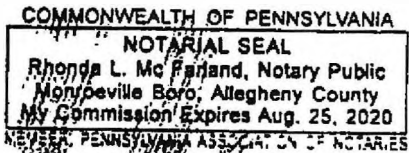
:

COUNTY OF ALLEGHENY :

:

AND NOW, to-wit, this 5 day of June, 2017, before me, the undersigned officer, a notary public, personally appeared **B T J. SCHULTZ**, an individual, and who, being duly sworn according to law, deposes and says that he is the Vice President of **COURTYARDS AT KRENDALE GP, LLC**, a Pennsylvania limited liability company, general partner of **COURTYARDS AT KRENDALE, LP**, a Pennsylvania limited partnership, being authorized to do so, and acknowledged that he executed the foregoing instrument for the purposes therein contained by signing his name as such officer of such company.

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



*[Handwritten Signature]*  
Notary Public

MY COMMISSION EXPIRES:



11111111111111  
11111111111111  
recorded in the  
Recorder's Office  
of Butler County,  
Pennsylvania

*[Handwritten Signature]*  
Michele M. Mustello - Recorder of Deeds

**EXHIBIT "A"**

**ELEVENTH AMENDED DECLARATION OF CONDOMINIUM**

Instr: 20120103000095 01/03/2012  
Pages: 7 F: \$26.50 3:15PM  
Nicholas Mustello Y2012000155  
Butler County Recorder MLDONALD P



**ELEVENTH AMENDED DECLARATION OF CONDOMINIUM**

This is the Eleventh Amended Declaration of Condominium of Fairways at Krendale Condominium as of "Dc"cmJu..e. .:zj:, 2011, pursuant to the provisions of the Uniform Condominium Act, 68 Pa. C.S.A. § 3101 et seq.

WHEREAS, on January 10, 2005, Kate, Inc., a Pennsylvania corporation. ("Declarant") submitted certain property located in Butler Township, Butler County, Pennsylvania, to the Declaration of Condominium dated January 7, 2005, and recorded in the Recorder of Deeds Office of Butler County, at Instrument No. 200501100000797 ("Declaration"), as amended by the First Amended Declaration of Condominium dated March 8, 2005 and recorded at Instrument No. 200503090005639, as amended by the second Amended Declaration of Condominium dated October 11, 2005 and recorded at Instrument No. 200510140029708, and as amended by the Third Amended Declaration of Condominium dated August 10, 2006 and recorded at Instrument No. 200608100020486, as amended by the Fourth Amended Declaration of Condominium dated February 6, 2007 and recorded at Instrument No. 200702120003381, as amended by the Fifth Amended Declaration of Condominium dated July 9, 2008 and recorded at Instrument No. 200807090015554; and as amended by the Sixth Amended Declaration of Condominium dated August 12, 2008 and recorded at Instrument No. 200808120018485; and as amended by the Seventh Amended Declaration of Condominium dated July 16, 2009 and recorded at Instrument No. 200907210017031; and as amended by the Eighth Amended Declaration of Condominium dated August 16, 2010 and recorded at Instrument No. 201008240018817; and as amended by the Ninth Amended Declaration of Condominium dated August 16, 2010 and recorded at Instrument No. 201008240018818; and as amended by the Tenth Amended Declaration of Condominium dated January 26, 2011 and recorded at Instrument No. 201102090003952; and

WHEREAS, pursuant to Article VI of the Declaration, Declarant reserves an option to withdraw from the Condominium all or a portion of the withdrawable Real Estate described on Exhibit C to the Declaration, without the consent of any Unit Owner or holder of any mortgage on any Unit; and

WHEREAS, Declarant now desires to withdraw from the Condominium that portion of Withdrawable Real Estate which is described on Exhibit S attached hereto which is referred to herein as "Withdrawn Real Estate".

NOW, THEREFORE, Declarant hereby files this Eleventh Amended Declaration of Condominium pursuant to the powers granted in the Declaration of Condominium and as set forth in the Condominium Act and pursuant to the provisions of Article VI of the Declaration in Section 3212 of the Act:

1. 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.

2. Declarant hereby withdraws the Withdrawable Real Estate shown on the drawings identified in Exhibit A as real estate to be withdrawn by this Amendment ("Withdrawn Real Estate") which is described on Exhibit C attached hereto and incorporated herein, including all the improvements erected thereon from the provisions of the Act and from the

*if*



Condominium declares that the same shall no longer be a part of the Condominium or of the property.

3. The withdrawal of the Withdrawn Real Estate removes all of the Convertible Real Estate and establishes the Condominium with the unit numbers and percentage interests established in the Tenth Amended Declaration.

4. Declarant relinquishes the Declarant's right to convert the Convertible Real Estate.

5. The Existing Drainage Easements shown on EXhibit "A" shall be for the benefit of the Condominium and the Withdrawn Real Estate.

6. Except as specifically amended hereby, the Declaration remains in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed on its behalf this 7 day of July, 2011.

ATTEST:

KATE, INC.

*a.a* \_\_\_\_\_ 7 \_\_\_\_\_

By: [Signature]  
Name: Joseph K. K...  
Title: President

**ACKNOWLEDGMENT**

COMMONWEALTH OF PENNSYLVANIA :  
: S.S.  
COUNTY OF Allegheny : - - - -

On this the 7 day of July, 2011 before me, a Notary Public, the undersigned officer, personally appeared Joseph K. K... known to me (or satisfactorily proven) to be the President of KATE, INC. and as such officer, being authorized to do so, acknowledged that he executed the foregoing instrument for the purposes therein contained.

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

My Commission Expires: 12/31/2014

Notary  
(a.s)  
COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Robert J. White, Notary Public  
Butler Twp, Butler County  
Av. COFFEEHOUSE September 12, 2014

**EXHIBIT "A"**

*Plots & Plans 0001( 11/11/11) C*  
*JJ.,e*

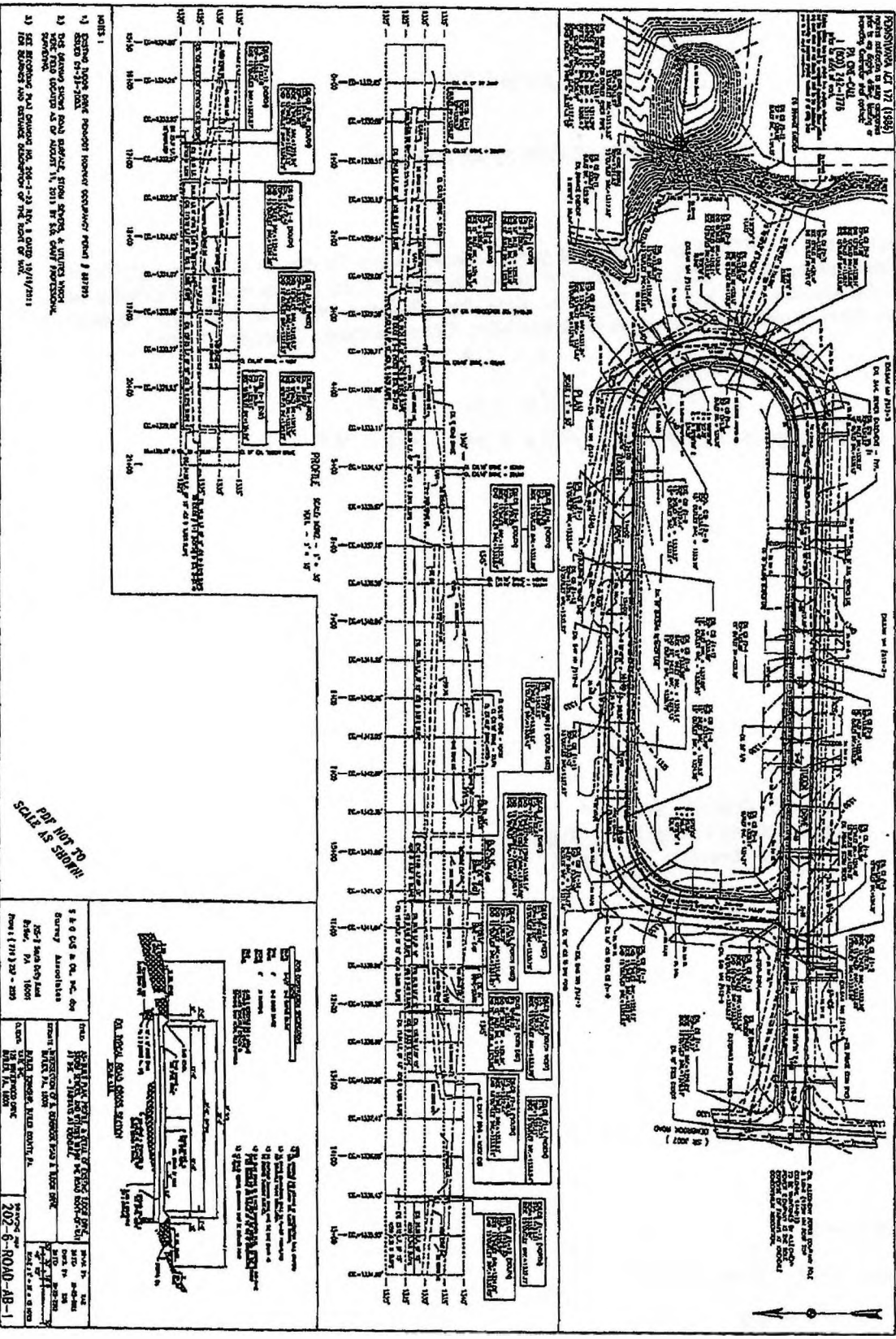


I hereby CERTIFY  
that this document is  
recorded in the  
Recorder's Office  
of Butler County,  
Pennsylvania

*Michelle M. Mustell*  
Michelle M. Mustell • Recorder of Deeds







202-6-ROAD-AB-1

# EXHIBIT "8"

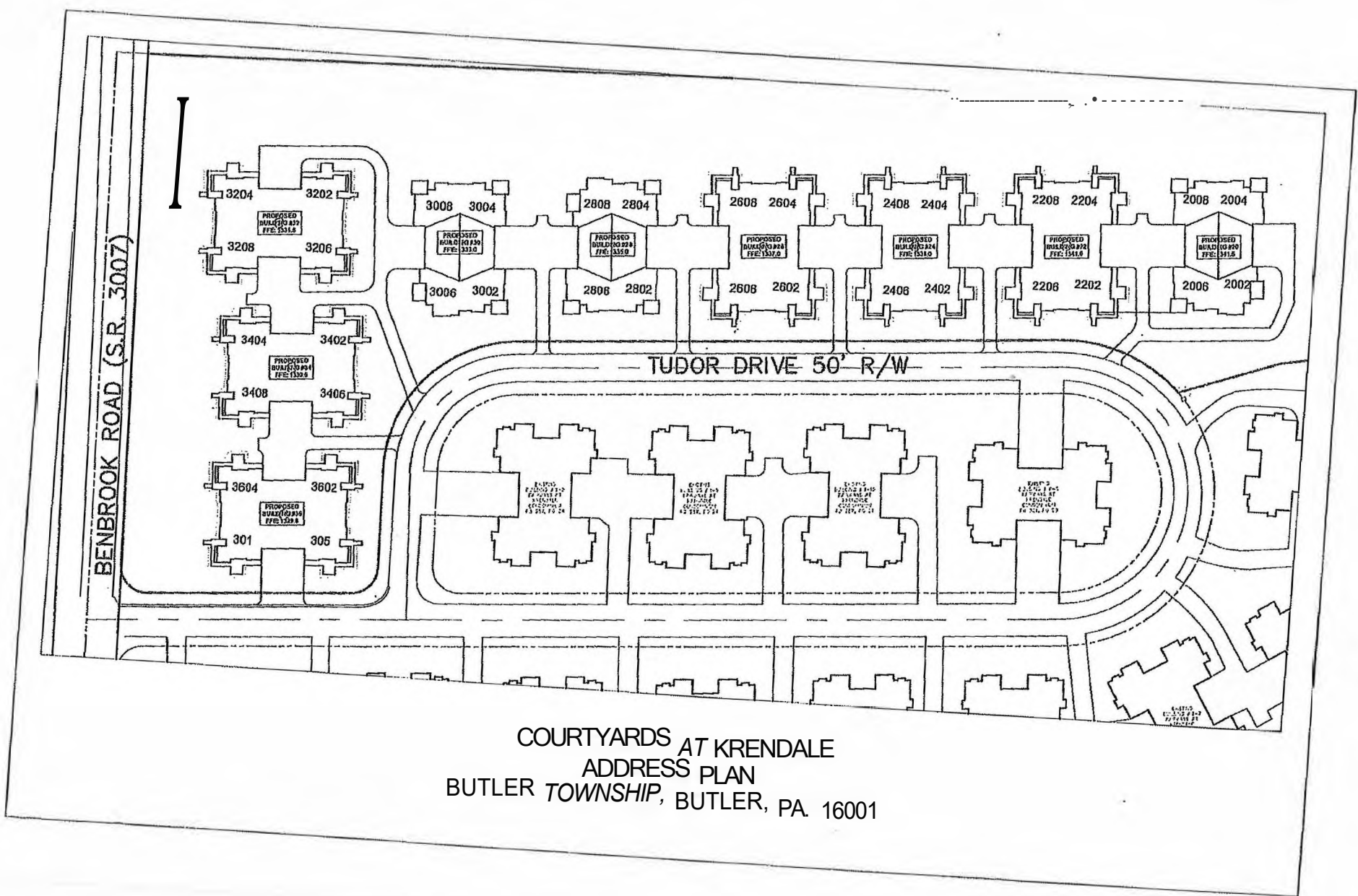
## WITHDRAWN REAL ESTATE

ALL THAT CERTAIN lot or piece of ground situate in the Township of Butler, County of Butler, Commonwealth of Pennsylvania and being Tract No. 1 as shown on the Fairways at Krendale Condominium Plats and Plans for Kate, Inc. Revised Phase II Area and Revised Withdrawn Real Estate, Final Road As-Built and Misc. Changes dated October 20, 2011.

*Period* / - 3 - /  
*Parcel* " - f/4WS / JH? ( - U 39 - 40  
*Parcel* " - f/4WS / JH? ( - U 327

-Mail To: Donald P. Graham, Esquire  
800 Cranberry Woods Drive, Suite 100  
Cranberry Township, PA 16066

*MAIL P ,*  
*6<;:tlt,y tr- /l-,soc: \_*  
*33'1' . fAu n " .lf.. //o 5-rr. 110 I*  
*ff ...t,zo (U,IL UL I y}4 I 41 ,*



COURTYARDS AT KRENDALE  
ADDRESS PLAN  
BUTLER TOWNSHIP, BUTLER, PA. 16001







