

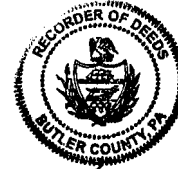


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Michele M. Mustello - Recorder of Deeds

DECLARATION OF CONDOMINIUM
OF
CHESTNUT GROVE III CONDOMINIUM

Pursuant to the provisions of the
Pennsylvania Uniform Condominium Act,
68 Pa. C.S. §3101 *et. seq.*, as amended

MAIL TO:

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**DECLARATION
CHESTNUT GROVE III CONDOMINIUM**

**ARTICLE I
SUBMISSION; DEFINED TERMS**

Section 1.1 Declarant; Property; County; Name. E & E CHESTNUT DEVELOPERS LLC, a Pennsylvania limited liability company ("Declarant"), owner in fee simple of the Real Estate described in Exhibit "A" attached hereto, located in Franklin Township, Butler County, Pennsylvania, hereby submits the Real Estate, including all easements, rights and appurtenances thereunto belonging and the Buildings and improvements erected or to be erected thereon (collectively, the "Property") to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. §3101 *et seq.* (the "Act"), and hereby creates with respect to the Property a flexible condominium, to be known as "CHESTNUT GROVE III CONDOMINIUM" (the "Condominium").

Section 1.2 Easements and Licenses. Included among the easements, rights and appurtenances referred to in Section 1.1 above are the following recorded easements and licenses, and the Real Estate is hereby submitted to the Act:

Section 1.3 Defined Terms.

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

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

a. "Association" means the Unit Owners' Association of the Condominium and shall be known as the "Chestnut Grove III Condominium Association."

b. "Building(s)" means any building(s) included in the Property.

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

d. "Convertible Real Estate" means the Real Estate described in Exhibit "D" attached, so long as Declarant's rights to create Units and/or Limited Common Elements therein continue to exist.

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

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

g. "Executive Board" means the Executive Board of the Association.

h. "Limited Common Elements" means the Common Elements described as such in the Act, the porches as shown on the Plats and Plans, and all Common Elements that are subsequently assigned as Limited Common Elements pursuant to Section 3.1 hereof.

i. "Limited Common Expenses" means the Common Expenses incurred for maintenance, repair and/or replacement of certain Limited Common Elements which, pursuant to Section 2.3 of this Declaration, are to be assessed against the Units to which such Limited Common Elements are assigned.

j. "Plats and Plans" means the Plats and Plans attached hereto as Exhibit "F" and made a part hereof, as the same may be amended from time to time.

k. "Property" means the Property described in Section 1.1 above less such portions of the Withdrawable Real Estate as shall have been withdrawn from the Condominium.

l. "Withdrawable Real Estate" means the Real Estate described in Exhibit "E" attached, so long as Declarant's rights to withdraw such Real Estate from the Condominium continue to exist.

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

1.3.3 The following terms when used herein shall have the meanings set forth below:

a. "General Common Expenses" means Common Expenses excluding Limited Common Expenses.

b. "Percentage Interest" means the undivided ownership interest in the Common Elements appurtenant to each Unit as set forth in Exhibit "B" attached, as the same may be amended from time to time.

c. "Reserved Common Elements" means portions of the Common Elements which the Executive Board may designate as such from time to time pursuant to Section 3.2 hereof.

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

Section 2.1 Percentage Interests. Attached as Exhibit "B" hereto is a list of all Units by their Identifying Numbers and the Percentage Interest appurtenant to each Unit. Since all units are equal in size, the Percentage Interest is determined by dividing the number of units by 100. The Percentage Interest shall determine the portion of the votes in the Association and the share of Common Expense Liability appurtenant to each Unit.

Section 2.2 Unit Boundaries. Each Unit consists of the space within the following boundaries:

a. Upper and Lower (Horizontal) Boundaries: The upper and lower boundaries of the Unit shall be the following boundaries extended to intersections with the vertical boundaries:

(1) *Upper Boundary*: The horizontal plane of the upper surface of the plasterboard ceiling of the highest finished story of the Unit.

(2) Lower Boundary: The horizontal plane of the top surface of the unfinished concrete floor slab.

b. Vertical Boundaries: The vertical boundaries of the Unit shall be the vertical planes, extended to intersections with each other and with the upper and lower boundaries, of the exterior Unit-side surface of the exterior walls which do not separate the Unit from any other Unit, and of the Unit-side surface of the party walls which separate the Unit from other Units.

c. Each Unit shall include the items within the boundaries as described in Paragraphs (1) and (3) of §3202 of the Act and shall have the benefit of the use of all Limited Common Elements described in §3202 of the Act, or designated on the Plans, as being allocated to such Unit.

Section 2.3 Maintenance Responsibilities. Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary descriptions, the Units and Common Elements shall be maintained and repaired by each Unit Owner and by the Association in accordance with the provisions of §3307 of the Act, except as expressly set forth to the contrary herein. All Common Expenses associated with the maintenance, repair and replacement of a Limited Common Element including a porch and a Reserved Common Element. Provided, however, certain maintenance obligations of the Unit Owners are excluded by the Maintenance Matrix, as may be amended, and which excludes the maintenance of the windows, doors and garage doors. The current Maintenance Matrix is attached hereto as Exhibit "C".

Section 2.4 Relocation of Unit Boundaries; Subdivision and Conversion of Units. Relocation of boundaries between Units and subdivision or conversion of Units will not be permitted except Declarant's rights under Articles VI and VII.

**ARTICLE III
ALLOCATION AND RESTRICTION OF
COMMON ELEMENTS AND LIMITED COMMON ELEMENTS**

Section 3.1 Limited Common Elements. The porches which are attached to Units, as shown on the Plats and Plans, are Limited Common Elements appurtenant to the Units they serve.

Section 3.2 Designation of Reserved Common Elements. Reserved Common Elements are those parts of the Common Elements which the Executive Board may designate from time to time for use by less than all of the Unit Owners. Included in the Reserved Common Elements shall be the driveways for each individual Unit.

ARTICLE IV EASEMENTS

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

4.1.1 Offices and Models. Declarant shall have the right to maintain sales offices, management offices and models throughout the Property. Declarant reserves the right to place one or more 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. Declarant may from time to time relocate models, management offices and sales offices to different locations within the Common Elements. Declarant shall have the right to remove any such models, management offices and/or sales offices from the Common Elements at any time up to thirty (30) days after Declarant ceases to be a Unit Owner. Declarant may have signs offering Units for sale within the Common Elements.

4.1.2 Utility Easements. The Units and Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created in this Section 4.1.2 shall include, without limitation, rights of Declarant, or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wires, conduits and equipment and ducts and vents over, under, through, along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this Section 4.1.2, unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant, or so as not to materially interfere with the use or occupancy of the Unit by its occupants.

ARTICLE V AMENDMENT OF DECLARATION

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

Section 5.2 Rights of Secured Lenders. Subject to the limitations imposed by Section 3221 of the Act and except as set forth below, no amendment of this Declaration may be made without the prior written approval of all record holders of first mortgages on Units if and to the extent that such approval is required by the Act. Such approval shall not be required with respect to any Amendment pursuant to Articles VI or VII below. In addition, any published requirement of the Federal National Mortgage Association, or its successors (collectively "FNMA") or of the Federal Home Loan Mortgage Corporation, or its successors (collectively "FHLMC") with respect to approval of amendments to the Declaration by holders of mortgages on Units shall be complied with if, at the time such amendment is submitted to the Unit Owners for their approval, one or more mortgages on Units is held by whichever of FNMA or FHLMC imposes such requirement and the Executive Board has been notified in writing that a mortgage is held by the entity imposing such requirement.

**ARTICLE VI
OPTION TO WITHDRAW REAL ESTATE**

Declarant hereby explicitly reserves an option, until the tenth (10th) anniversary of the recording of this Declaration, to withdraw Withdrawable Real Estate from the Condominium from time to time in compliance with Section 3212 of the Act, without the consent of any Unit Owner or holder of a mortgage on any Unit. This option to withdraw may be terminated prior to such anniversary only upon the filing of an amendment to this Declaration by the Declarant. Declarant expressly reserves the right to withdraw any or all portions of the Withdrawable Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be withdrawn, added or converted, except as set forth in Section 3212 of the Act; provided, however, that the Withdrawable Real Estate shall not exceed the area described as such on Exhibit "E" hereto. There are no other limitations on this option to withdraw the Withdrawable Real Estate from the Condominium.

**ARTICLE VII
CONVERTIBLE REAL ESTATE**

Section 7.1 Reservation. Declarant hereby explicitly reserves an option, until the tenth (10th) anniversary of the recording of this Declaration, to convert all or any portion of the Convertible Real Estate to Units, Limited Common Elements or any combination thereof from time to time in compliance with Section 3211 of the Act, without the consent of any Unit Owner or holder of a mortgage on any Unit. This option to convert may be terminated prior to such anniversary only upon the filing of an amendment to this Declaration by the Declarant. Declarant expressly reserves the right to convert any or all portions of the Convertible Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be converted, added or withdrawn; provided, however, that the Convertible Real Estate shall not exceed the area described as such on Exhibit "D" hereto. There are no other limitations on this option to convert Convertible Real Estate.

Section 7.2 Assurances. If the Convertible Real Estate is converted, the Buildings on the Convertible Real Estate will be located approximately as shown on the Plats and Plans. At such time as the Convertible Real Estate is completely converted, the maximum number of Units in the Convertible Real Estate as an aggregate will be no more than twenty-eight (28) units. The maximum percentage of the aggregate land and floor area of all Units that may be created within the Convertible Real Estate and that may be occupied by Units not restricted exclusively to residential use, if such Convertible Real Estate is converted, is five percent (5%). Any Buildings to be renovated or constructed within the Convertible Real Estate and Units therein shall be compatible in quality, size, materials and architectural style with the Buildings and Units on other portions of the Property. All restrictions in this Declaration affecting use, occupancy and alienation of Units shall apply to Units created within the Convertible Real Estate. No assurances are made as to any other improvements and Limited Common Elements to be made or created in the Convertible Real Estate, nor the proportion of Limited Common Elements to Units therein. The reallocation of Percentage Interests in the Convertible Real Estate and the Property shall be computed as required by Section 2.1 above.

**ARTICLE VIII
USE RESTRICTIONS**

Section 8.1 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:

8.1.1 **Unit Uses.** Except as otherwise specifically provided in this Declaration, no unit shall be used for any purpose other than that of a residence for individuals living together as a single housekeeping unit, and uses customarily incidental thereto, provided, however, that no unit may be used as a group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care or treatment facility. Notwithstanding the foregoing: (i) an occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, conducting personal business (provided that such use does not involve customers, employees, licensees or invitees coming to the unit), making professional telephone calls or conducting correspondence, in or from a unit is engaging in a use expressly declared customarily incidental to residential use and is not in violation if these restrictions; (ii) it shall be permissible for the Declarant to maintain, during the period of its sale or rental of units, one or more Units as sales and rental models and offices, and for storage and maintenance purposes; and (iii) one or more Units may be maintained for the use of the Association in fulfilling its responsibilities.

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

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

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

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

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

8.1.7 **Signs.** No sign of any kind shall be displayed to the public view on the Condominium Property except: (a) on the Common Areas, signs regarding and regulating the use of the Common Areas, provided they are approved by the Board; (b) on the interior side of the window of a

Unit, one professionally prepared sign advertising the Unit for sale or rent; and © on the Common Areas and model Units, signs advertising the sale and/or rental of Units by the Declarant during the sale period.

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

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

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

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

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

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

8.1.14 Architectural Control. No building, fence, wall, sign or other structure shall be commenced, erected or maintained upon the Condominium Property, or any part thereof, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Board or its designated representative, as to lawfulness and

appropriateness, and as to harmony or design, color and location in relation to surrounding structures and topography. In the event the Board, or its designated representative, fails to approve or disapprove such plans and specifications within sixty (60) days after they have been submitted to it, approval will not be required, and these provisions will be deemed to have been fully complied with. The above shall not apply to Declarant or its Designated Builders during new construction of units and both Declarant and Designated Builders shall not be required to obtain Board approval for the construction of new units.

8.1.15 Adult Community and Age Restrictions. All owners, tenants and residents of any Unit other than the Developer, agree by the acceptance of a deed to a Unit to be bound by the covenants and restrictions contained herein, together with any rules and regulations which may be promulgated by the Board together with the Bylaws of the Association. Each Unit shall be subject to the following restrictions on the age of owners, tenants and residents:

a. Each Unit shall have as a permanent resident therein, at least one (1) person who is 55 years of age or older.

b. For purposes of this Section, an occupant shall not be considered a permanent resident unless such occupant considers the Unit to be his legal residence and actually resides within the Unit for at least six (6) months during every calendar year, however, that a husband or wife, regardless of age, residing with his or her spouse may occupy such dwelling, so long as such spouse is of the age of 55 years or over. Further, no dwelling may be occupied by any child under the age of 19 years. In the event that an Owner of a lot dies, Testator and Testate, leaving as heirs one or more persons who do not qualify as to age, these restriction shall in no way be deemed to restrict the ownership of said Unit by the heirs, provided, however, that said heir or heirs, their successors or assigns, shall not reside in the dwelling Unit until he or she meets the age requirement together with such other requirements that may be contained herein. The foregoing is not intended to apply to a cohabiting surviving spouse who does not qualify as to age, it being the intent hereof that surviving cohabiting spouses shall be permitted to occupy such dwelling subsequent to the date the age qualified spouse dies.

c. The provisions of this section are intended to be consistent with the provisions of the Fair Housing Amendments Act of 1988, H.R. 1158-100 Congress second session (1988), it shall be enforced only to the extent that such enforcement is not inconsistent with such act.

d. No transfer, sale, gift, lease, assignment or grant of any lot or living unit shall be made by any Unit owner or any subsequent prospective purchaser or lessee until the existing owner who desires to transfer makes full disclosure to the Board in writing, of the name and address of the prospective purchaser or lessee, together with evidence that said prospective purchaser or lessee meets all qualifications set forth herein. Said owner intends to sell, transfer, give, lease, assign any unit, shall, before entering into any binding agreement for such with any prospective purchaser, grantee, lessee or assignee, submit the evidence in writing as aforesaid to the Board and such owner shall not execute said agreement without first obtaining the written consent of the Board, which approval cannot be unreasonably withheld. The Board must act within ten (10) days of the owner's submission to the Board. In the event Board does not act within the time set forth hereinabove, the Board will be deemed to have consented. In the event the Board withholds consent, the Board shall set forth the reasons for its denial in writing and present the same to the owner at the time the owner is informed of the Board's decision. If the owner is dissatisfied with the Board's decision, the owner may request a hearing before the Board, with or without legal counsel present, which hearing will be scheduled by the Board within fifteen (15) days of its written decision. All the decisions of the Board after the hearing shall, as with the initial decision, be set forth in writing. The Board must render said decision in writing within five (5) days of the scheduled hearing.

e. No transfer, sale, gift, lease, assignment or grant shall be made of any unit covered by these Covenants and Restrictions to any purchaser, lessee, transferee or grantee who intends to have as a permanent resident in the Unit a person under the age of nineteen (19). Furthermore, in the event of any transfer of title by operation or law, any occupant of such dwelling must meet all of the requirements contained in this section, and likewise, no occupant may have or permit any person as a permanent resident under the age of nineteen (19).

8.1.16 Satellite Antenna. No radio or television aerial, antenna, wiring and/or satellite dish in excess of 30 inches may be installed or attached to any Unit or on any Common Element or Limited Common Element. Not more than one satellite dish, which does not exceed 30 inches in diameter, may be installed without the written permission of the Board. A Unit Owner shall make a written request to the Board for the installation of a satellite dish less than 30 inches including a description of the equipment and the proposed location where it is to be installed. The Board shall approve the installation of a satellite dish less than 30 inches provided that it does not affect the structural integrity of a Unit, a Common Area or a Limited Common Area. The Board shall have the right to modify the location of the satellite dish provided, however, such location does not prevent the satellite dish from operating properly.

Section 8.2 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 promulgated from time to time by the Executive Board, subject to the right of the Association to change such Rules and Regulations. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such Rules and Regulations or any amendments thereto.

ARTICLE IX PERMITTED MORTGAGES

Section 9.1 Permitted Mortgages. A Unit Owner other than the Declarant or the Executive Board may not voluntarily encumber or subject his or its Unit to any lien, other than the lien of a Permitted Mortgage. Whether or not they expressly so state, all such Permitted Mortgages and the obligations secured thereby shall be deemed to provide, generally, that the Permitted Mortgage, and the rights and obligations of the parties thereto, shall be subject to the terms and conditions of the Act, and this Declaration and shall be deemed to provide specifically, but without limitation, that the Permitted Mortgagee shall have no right (a) to participate in the adjustment of losses with insurers or in the decision as to whether or not or how to repair or restore damage to or destruction of the Property, or (b) to accelerate the mortgage debt or to have any other remedies by virtue of waste or alleged waste or other conditions occurring anywhere on the Property other than within the affected Unit, and the obligation secured shall be pre-payable, without penalty, upon the happening of any termination of the Condominium or determination not to restore or replace the affected Unit. No Unit Owner shall deliver any Permitted Mortgage, or any obligation to be secured thereby, unless it has first notified the Executive Board of the name and address of the proposed Permitted Mortgagee and of the amount of the debt proposed to be so secured. When such a Permitted Mortgage is delivered to the Permitted Mortgagee, the Unit Owner shall simultaneously provide executed or conformed copies to the Executive Board. Upon receipt of such copy of a Permitted Mortgage, the Secretary of the Executive board shall instruct the insurer of the Property to add the name of the Permitted Mortgagee to the mortgagee loss payable provision of the hazard insurance policy covering the Property and to provide such Permitted Mortgagee with a Certificate of Insurance showing that the Permitted Mortgagee's name has been so added. The lien of any purported mortgage, which does not comply with all the requirements of this Article IX, shall not attach to or affect the Property or any part thereof or interest therein and shall be of no force and effect as and to the extent that it purports to relate thereto. The Secretary shall maintain a register of

such Permitted Mortgages, showing the names and addresses of the Permitted Mortgagees and the amount secured thereby.

ARTICLE X LEASING

Section 10.1 Leasing. 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 (except for a lease or sublease made by (i) Declarant or (ii) a Permitted Mortgagee which is either in possession or is a purchaser at judicial sale): (1) no Unit may be leased or subleased for transient or hotel purposes or for an initial term of less than one (1) year; (2) no Unit may be leased or subleased without a written lease or sublease; (3) a copy of such lease or sublease shall be furnished to the Executive Board within ten (10) days after execution thereof; and (4) the rights of any lessee or sublessee of the Unit shall be subject to, and each such lessee or sublessee shall be bound by, the covenants, conditions and restrictions set forth in the Declaration, Bylaws and Rules and Regulations, and a default thereunder shall constitute a default under the lease or sublease; provided, however, that the foregoing shall not impose any direct liability on any lessee or sublessee of a Unit to pay any Common Expense assessments on behalf of the Owner of that Unit.

ARTICLE XI BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT

Section 11.1 Monthly Payments. All Common Expense assessments made in order to meet the requirements of the Association's annual budget shall be payable in equal monthly installments as shall be determined following the adoption of the budget as set forth in Section 3303 (b) of the Act. All Common Expense Assessments shall be due in advance on the first day of each month and the failure to satisfy these charges when due shall be subject to the payment of late fees, interest, legal fees and costs as set forth in Section 3315 of the Act. Special assessments shall be due and payable in one or more monthly payments, in advance, on the first day of each month, as determined by the Executive Board.

Section 11.2 Subordination of Certain Charges. Any fees, charges, late charges, fines and interest which may be levied by the Executive Board pursuant to Sections 3302(a)(10), (11) and (12) of the Act, shall be subordinate to the lien of a Permitted Mortgage on a Unit.

Section 11.3 Surplus. The budget of the Association shall segregate Limited Common Expenses from General Common Expenses except as provided for in Section 2.3.. Any amounts accumulated from assessments for Limited Common Expenses and income from the operation of Limited Common Elements to which such Limited Common Expenses pertain in excess of the amount required for actual Limited Common Expenses shall be held by the Association as reserves for future Limited Common Expenses. Any amounts accumulated from assessments for General Common Expenses and income from the operation of the Common Elements to which such General Common Expenses pertain in excess of the amount required for actual General Common Expenses shall be held by the Association as reserves for future General Common Expenses.

Section 11.4 Assignment of Income Rights. The Association may assign its rights to future income, including payments made on account of assessments for General Common Expenses and Limited Common Expenses, to secure any loan obtained by the Association for repairs, replacements or capital improvements to the Common Elements, provided that any such assignment is authorized by the vote of not less than 75% of the members of the Executive Board.

Section 11.5 Initial Capital Contribution. Upon transfer of title to any Unit by the Declarant, the new Unit Owner, or Transferee, shall make a one-time non-refundable, non-transferable contribution for reserve maintenance and replacement of common elements in the amount of three (3) times the monthly installment provided for in Section 11.1, which shall be due payable on the date of closing between the Declarant and the initial purchaser or transferee of a Unit.

ARTICLE XII RIGHTS OF PERMITTED MORTGAGEES

Section 12.1 Reports and Notices. Upon the specific written request of a holder of a mortgage on a Unit or its servicer to the Executive Board, the mortgagee shall be entitled to receive some or all of the following as designated in the request:

- a. Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Executive Board to the Owner of the Unit covered by the mortgage;
- b. Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Unit Owners;
- c. Copies of notices of meetings of the Unit Owners and the right to designate a representative to attend such meetings;
- d. Notice of the decision of the Unit Owners to make any material amendment to this Declaration;
- e. Notice of substantial damage to or destruction of any Unit (the repair of which would cost in excess of \$1,000) or any part of the Common Elements (the repair of which would cost in excess of \$10,000);
- f. Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Property;
- g. Notice of any default by the owner of the Unit which is subject to the mortgage, where such default is not cured by the Unit Owner within thirty (30) days after the giving of notice by the Association to the Unit Owner of the existence of the default;
- h. The right to examine the books and records of the Executive Board at any reasonable time; or
- i. Notice of any decision by the Executive Board to terminate professional management and assume self-management of the Property.

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

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

**ARTICLE XIII
DECLARANT'S RIGHTS**

Section 13.1. Control.

(a) Until the 60th day after conveyance of 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. Declarant may not unilaterally remove any members of the Executive Board elected by Unit Owners other than Declarant.

(b) Not later than 60 days after conveyance of 25% of the Units to Unit Owners other than Declarant, one of the three members of the Executive Board shall be elected by Unit Owners other than Declarant.

(c) Not later than the earlier of (i) ten years after the date of the recording of this Declaration, or (ii) 180 days after 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 shall resign, and the Unit Owners (including Declarant to the extent of Units owned by Declarant) shall elect a new five member Executive Board.

(d) In the event that the Chestnut Grove III Condominium Association is merged with Chestnut Grove II Condominium Association, as provided for in Article XV, then Declarant shall relinquish the Declarant's rights in Section XIII(a) and (b).

**ARTICLE XIV
LIMITATION OF LIABILITY**

Section 14.1 Standard of Conduct.

(a) In the performance of their duties, the officers and members of the Executive Board shall stand in a fiduciary relation to the Association and shall perform their duties, including duties as members of any committee of the Board upon which they may serve, in good faith, in a manner they reasonably believe to be in the best interests of the Association and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances.

(b) In discharging the duties of their respective positions, the Executive Board members and officers may, in considering the best interests of the Association, consider the effects of any action upon employees and upon suppliers of the Association and upon communities in which the Condominium is located, and all other pertinent factors. The consideration of those factors shall not constitute a violation of the standards described above.

(c) Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as an Executive Board member or officer or any failure to take any action shall be presumed to be in the best interest of the Association.

Section 14.2 Good Faith Reliance. In performing his duties, an officer or Executive Board member shall be entitled to rely in good faith on information, opinions, reports or statements,

including financial statements and other financial data, in each case prepared or presented by any of the following:

(a) One or more other officers or employees of the Association whom the officer of Executive Board member reasonably believes to be reliable and competent in the matters presented.

(b) Counsel, public accountants or other persons as to matters which the officer or Executive Board member reasonably believes to be within the professional or expert competence of such person.

(c) A committee of the Executive Board upon which he does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the officer or Executive Board member reasonably believes to merit confidence.

An officer or Executive Board member shall not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause his reliance to be unwarranted.

Section 14.3 Limited Liability. No Executive Board member or officer, in his capacity as such, shall be personally liable for monetary damages for any action taken, or any failure to take any action, unless he has breached or failed to perform the duties of his office under the standards described above; provided, however, that the provisions of this Section 15.3 shall not apply to the responsibility or liability of an Executive Board member or officer pursuant to any criminal statute, or to the liability of an Executive Board member or officer for the payment of taxes pursuant to local, state, or federal law.

Section 14.4 Indemnification. To the extent permitted under Pennsylvania law, each member of the Executive Board, in his capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him 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 to be in breach of the standards of conduct described above; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he is then an Executive Board member) approves such settlement and reimbursement as being in the best interests of the Association; and provided further that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board member and/or officer had no reasonable cause to believe his conduct was unlawful. The indemnification by the Unit Owners set forth in this Section 15.4 shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

To the extent permissible under Pennsylvania law, expenses incurred by an Executive Board member or officer in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon the request of the Executive Board member or officer, after the Association has received an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association.

Section 14.5 D & O Insurance. The Executive Board shall obtain insurance to satisfy the indemnification obligation of the Association and all Unit Owners set forth in Section 15.2 above, if and to the extent available at reasonable cost.

**ARTICLE XV
MERGER AND CONSOLIDATION**

Section 15.1 Reservation. Declarant hereby explicitly reserves an option, until the tenth (10th) anniversary of recording of this Declaration, to cause the Association to merge or consolidate with Chestnut Grove II Condominium Association pursuant to Section 3223 of the Act.

The maximum number of Units in Chestnut Grove III Condominium is 34 Units. The Buildings to be constructed with the Chestnut Grove III Condominium and the Units within the Buildings will be comparable in, materials and architectural style with the buildings in the Condominium. All of the Buildings constructed within the Chestnut Grove III Condominium will be duplex type buildings containing 2 dwelling units separated by a common party wall. All restrictions in this Declaration affecting use, occupancy and alienation of Units shall apply to units created within those Condominiums. The Limited Common Elements to be created will be of the same general types and sizes as those within the Condominium.

The foregoing assurances shall apply only in the event the merger or consolidation takes place.

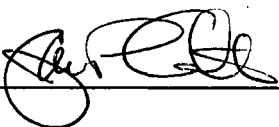
Upon such merger or consolidation, the Percentage Interests at the time the merger or consolidation is effectuated will be decreased by reallocating all Percentage Interests in accordance with the original methods used under Section 2.1. There will be no other provisions in the agreement of merger which will materially change any rights, obligations or liabilities of the Unit Owners.

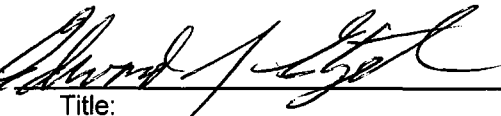
[The remainder of this page has intentionally been left blank.]

24 IN WITNESS WHEREOF, the said parties have caused their names to be signed on this day of August, 2020.

ATTEST:

E & E CHESTNUT DEVELOPERS LLC



By 
Title: _____

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: S.S.
COUNTY OF BUTLER :

On this the 24 day of August, 2020, before me, a Notary Public, the undersigned officer, personally appeared Edward J. Etzel known to me (or satisfactorily proven) to be the President of **E & E CHESTNUT DEVELOPERS LLC** and as such President, 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.



Notary Public
My Commission Expires:

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

EXHIBIT A
SUBMITTED REAL ESTATE

EXHIBIT B
SCHEDULE OF UNIT IDENTIFYING NUMBERS *AND PERCENTAGE INTERESTS*

EXHIBIT C
MAINTENANCE MATRIX

EXHIBIT D
CONVERTIBLE REAL ESTATE

EXHIBIT E
WITHDRAWABLE REAL ESTATE

EXHIBIT F
PLATS AND PLANS

EXHIBIT A

SUBMITTED REAL ESTATE

ALL THAT CERTAIN lot or piece of ground situate in the Township of Franklin, County of Butler, Commonwealth of Pennsylvania, as shown on the Plats and Plans recorded at Plan Book Volume 386, Page 46.

EXHIBIT "B"**SCHEDULE OF UNIT IDENTIFYING NUMBERS
AND PERCENTAGE RENTS****Initial Condominium**

Unit	571	16.666%
Unit	572	16.666%
Unit	581	16.666%
Unit	582	16.666%
Unit	601	16.666%
Unit	602	16.666%

Percentage Interest will be recalculated upon additional units being created in the Convertible Real Estate by dividing 100 by the number of units. At full build-out, the percentage would be:

Unit	531	2.941%	Unit	631	2.941%
Unit	532	2.941%	Unit	632	2.941%
Unit	541	2.941%	Unit	641	2.941%
Unit	542	2.941%	Unit	642	2.941%
Unit	551	2.941%	Unit	651	2.941%
Unit	552	2.941%	Unit	652	2.941%
Unit	561	2.941%	Unit	661	2.941%
Unit	562	2.941%	Unit	662	2.941%
Unit	571	2.941%	Unit	671	2.941%
Unit	572	2.941%	Unit	672	2.941%
Unit	581	2.941%	Unit	681	2.941%
Unit	582	2.941%	Unit	682	2.941%
Unit	591	2.941%	Unit	691	2.941%
Unit	592	2.941%	Unit	692	2.941%
Unit	601	2.941%			
Unit	602	2.941%			
Unit	611	2.941%			
Unit	612	2.941%			
Unit	621	2.941%			
Unit	622	2.941%			

EXHIBIT "C"

MAINTENANCE MATRIX

Chestnut Grove II
Condominium Association
Maintenance Matrix

CGCA Maintenance Matrix

Item Description	Owner	Association	Comments
STRUCTURAL			
Roofs		X	CGCA is responsible for roof repairs and the replacement of roofs to be paid from the Association's Reserve Fund.
Gutters & Downspouts	X	X	CGCA is responsible for repairs and replacements due to wear and nature; Owners are responsible for accidental damage and cleanings (debris, birds nests, etc.).
External Walls		X	CGCA is responsible for repair and replacement of siding or brick.
Windows	X		Owners are responsible for repair and replacement of all windows as needed (CGCA approval required prior to replacement), as well as caulking and sealing.
Front Doors	X		Owners are responsible to repair, paint, and replace the Unit front door as needed or desired (CGCA approval required prior to replacement).
Patio Doors	X		Owners are responsible to repair, paint, and replace the Unit patio door as needed or desired (CGCA approval required for replacement).
Storm/Screen Doors	X		Owners are responsible to install, repair, and replace storm or screen doors as needed or desired (CGCA approval required prior to installation or replacement).
Garage Doors	X		Owners are responsible for the repair and replacement of the Unit garage door as needed or desired (CGCA approval required for replacement).
Front Stoops	X	X	Owners must keep stoops clean and in compliance; CGCA is responsible for repairs on the front stoops as needed.
Covered Patios	X	X	Owners must keep patios clean and in compliance; CGCA is responsible for repairs as needed (cracks, etc.).
Driveway Repairs and Replacements		X	CGCA is responsible for the maintenance (sealing), repairs, and replacements of driveways.
Driveway & Sidewalk Weather Maintenance		X	CGCA provides plowing and salting services for driveways and sidewalks from the front door to driveway, which is mandatory rather than elective.
Sidewalks	X	X	CGCA is responsible for maintenance, repairs, and replacements of sidewalks, provided the damage or deterioration hinders safety or functionality, and not for cosmetic purposes; Owners must clean the sidewalk and are responsible for elective or cosmetic repairs.
Chimneys & vents	X	X	CGCA is responsible for the maintenance, repair, and replacement of exterior chimneys and vents, which does not include chimney cleaning, dryer vent cleaning, or dryer vent covers.

CGCA Maintenance Matrix

Item Description	Owner	Association	Comments
UTILITIES & PLUMBING			
Water Lines	X	X	CGCA is responsible for service lines from the foundation of the building to the main utility line. Owners are responsible for the service line from the point it enters their building and crosses the threshold of the foundational walls to the outputs in their Unit.
Sewer Lines	X	X	CGCA is responsible for service lines from the foundation of the building to the main utility line. Owners are responsible for the service line from the point it enters their building and crosses the threshold of the founda-
Electricity	X	X	CGCA is responsible for service lines from the foundation of the building to the main utility line. Owners are responsible for the service line from the point it enters their building and crosses the threshold of the foundational walls to the outputs in their Unit. Owners are responsible for the electrical outlets on the exterior of the building.
Gas	X	X	CGCA is responsible for service lines from the foundation of the building to the main utility line. Owners are responsible for the service line from the point it enters their building and crosses the threshold of the foundational walls to the outputs in their Unit.
Furnace & Hot Water Tank	X		Owners are responsible for repairs and replacement of the furnace and hot water tank that serves their Unit, including all wires, pipes, and connections.
Air Conditioning	X		Owners are responsible for repairs and replacement of the air conditioning unit, all wiring and connections,

CGCA Maintenance Matrix

Item Description	Owner	Association	Comments
OTHER			
Cable Lines	X		Owners are responsible for the elective installation of cable service wires, and that the installation is performed neatly and professionally, with minimal visual impact.
Satellite Dishes	X		Owners are responsible for the elective installation of a satellite dish, and that the installation is performed neatly and professionally, with minimal visual impact (CGCA approval is required prior to installation). Dishes mounted on brick or roof shingles are prohibited and will require removal.
Storm Drains		X	CGCA will clean, repair, and replace storm drains as needed.
Mailboxes	X	X	CGCA will replace the mailbox cluster as needed; USPS is responsible for locks, keys and repairs to individual slots for which there may be a fee at the Owner's expense.
Snow Removal		X	CGCA will contract with a professional snow removal provider annually to provide for winter maintenance to the Common Areas. More detail is provided under the item herein titled "Driveway & Sidewalk Weather Maintenance"
Pest Control	X		Owners are responsible for elective, preventative pest control at their properties, and will be responsible for pest damage, i.e. termites and mice.
Exterior light fixtures	X		Owners are responsible for bulb replacement, fixture replacement, and wiring repairs (CGC approval is required prior to fixture replacement).

CGCA Maintenance Matrix

Implementation

This policy resolution becomes effective on the date written below.

The Board of Directors may, from time to time, amend this policy resolution as deemed appropriate. Any such amendments will be appropriately communicated to all residents of the Chestnut Grove II Condo Association.

William L. Papp, Pres. 8-29-2017

Al Lopez V.P. 8-29-2017

Nelson Noto SOCIAL 8-29-2017

Juan Bay 8-29-17

Ramiro B. Manera 8-29-2017

EXHIBIT "D"

CONVERTIBLE REAL ESTATE

Shown on Plat recorded at Plan Book Volume 386, Page 46.

EXHIBIT "E"

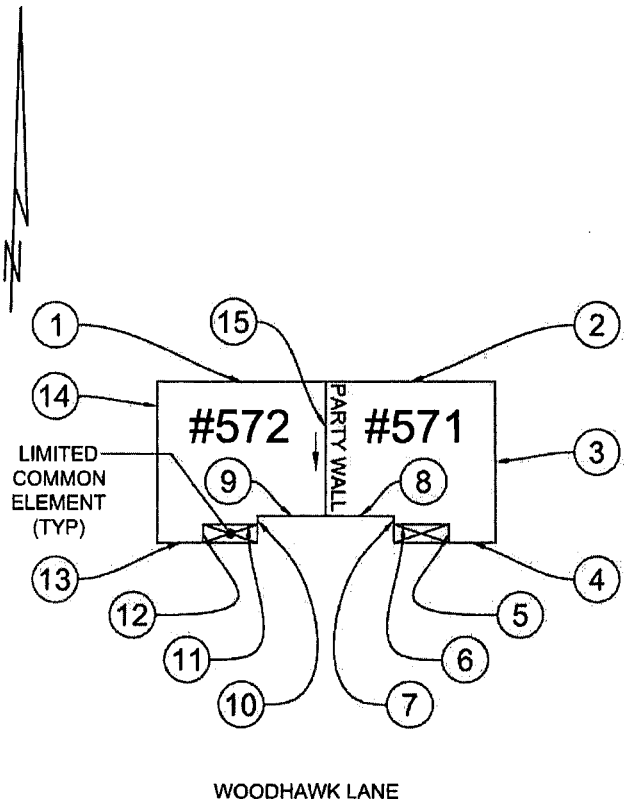
WITHDRAWABLE REAL ESTATE

Shown on Plat recorded at Plan Book Volume 386, Page 46.

EXHIBIT "F"

PLATS AND PLANS

Shown on Plat recorded at Plan Book Volume 386, Page 46.



CONDOMINIUM BUILDING TABLE		
LINE #	DIRECTION	LENGTH
1	N 88° 20' 47" E	46.33
2	N 88° 20' 47" E	46.33
3	S 01° 41' 26" E	44.23
4	N 88° 18' 34" E	12.66
5	S 01° 41' 26" E	5.02
6	N 88° 18' 34" E	14.99
7	S 01° 41' 26" E	2.31
8	N 88° 18' 34" E	18.70
9	N 88° 18' 34" E	18.70
10	N 01° 41' 26" W	2.32
11	N 88° 18' 34" E	15.00
12	N 01° 41' 26" W	5.02
13	N 88° 18' 34" E	12.60
14	N 01° 41' 26" W	44.30
15	S 01° 39' 07" E	36.93

SITUATE:

FRANKLIN TOWNSHIP., BUTLER CO., PA
 PARCEL NO. 170-S6-A1 INST. NO.: 200401060000509
 LOT 3 PROPERTY SIZE: 20.530 ACRES

NOTES:


1. SUBJECT TO ALL EXISTING RIGHTS-OF-WAY AND EASEMENTS OF RECORD.
2. SEE THE E & E CHESTNUT DEVELOPERS, LLC REVISED SUBDIVISION LOCATED IN PLAN BOOK 281, PAGES 17 OF THE BUTLER COUNTY RECORDS FOR NOTES AND EASEMENTS PERTAINING TO THIS CONDOMINIUM LOT.
3. REFER TO CONDOMINIUM DECLARATION RECORDED IN THE BUTLER COUNTY RECORDER OF DEEDS OFFICE FOR A DESCRIPTION OF UNIT BOUNDARIES, COMMON ELEMENTS, AND LIMITED COMMON ELEMENTS THAT COMPRISE THE BUILDING SHOWN HEREON.

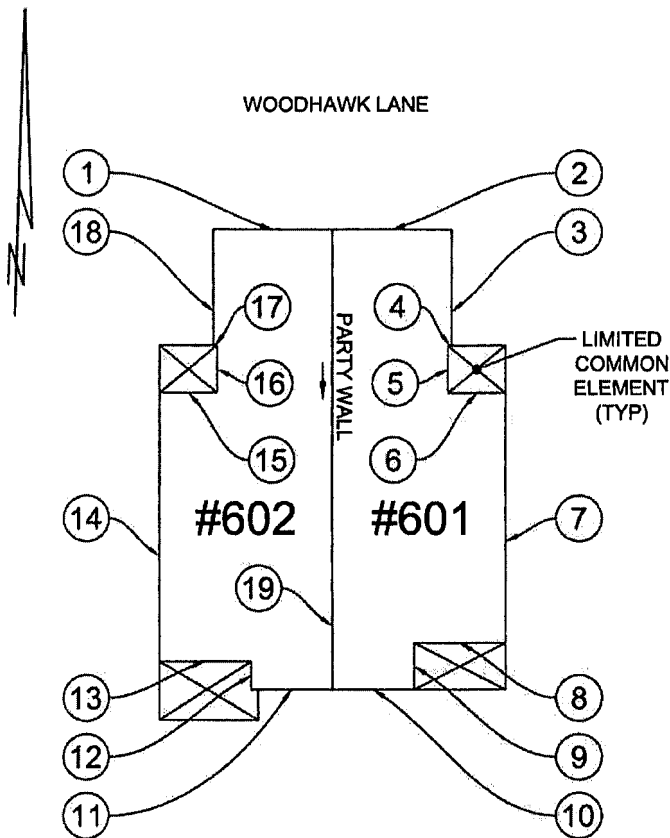
SURVEYORS CERTIFICATION

I, MICHAEL ALLEN OGIN, A PROFESSIONAL LAND SURVEYOR OF THE COMMONWEALTH OF PENNSYLVANIA, DO HEREBY CERTIFY THAT THE PLAT TO WHICH THIS CERTIFICATE IS AFFIXED, TOGETHER WITH THE PLANS FOR E & E CHESTNUT DEVELOPERS, LLC, REVISED SUBDIVISION, AS RECORDED IN PLAN BOOK VOLUME 281, PAGE 17, FULLY AND ACCURATELY DEPICT ALL EXISTING CONDITIONS REGARDING SAID CONDOMINIUM AND CONTAIN ALL INFORMATION REQUIRED BY SECTION 3210 OF THE PENNSYLVANIA UNIFORM CONDOMINIUM ACT, ACT 82 OF 1980.

8-21-20 
 DATE MICHAEL ALLEN OGIN, P.L.S. SU-075288

PM: MAO DB: LPW CB: MAO

 GATEWAY [®]	The Gateway Engineers, Inc. Full-Service Civil Engineering & Surveying 100 McMorris Road, Pittsburgh, PA 15205 gatewayengineers.com 855-834-9284	
	CONDOMINIUM PLAN BUILDING EXHIBIT BUILDING #57 SITUATE IN FRANKLIN TOWNSHIP BUTLER COUNTY, PENNSYLVANIA MADE FOR E&E CHESTNUT DEVELOPERS, LLC 198 SAXONBURG ROAD, BUTLER, PA 16002 JOB NUMBER	
DATE: 2020/07/16	SCALE: N.T.S.	DWG. NO.: EXHIBIT A



CONDOMINIUM BUILDING TABLE		
LINE #	DIRECTION	LENGTH
1	N 88° 21' 56" E	21.82
2	N 88° 21' 56" E	21.85
3	S 01° 38' 04" E	21.42
4	N 88° 21' 56" E	0.36
5	S 01° 38' 04" E	8.95
6	N 88° 21' 56" E	10.15
7	S 01° 38' 04" E	45.62
8	N 88° 21' 56" E	16.83
9	N 01° 38' 04" W	8.50
10	N 88° 21' 56" E	14.82
11	N 88° 21' 56" E	14.79
12	S 01° 38' 04" E	5.13
13	N 88° 21' 56" E	16.88
14	N 01° 38' 04" W	49.05
15	N 88° 21' 56" E	10.16
16	N 01° 38' 04" W	8.95
17	N 88° 21' 56" E	0.30
18	N 01° 38' 04" W	21.36
19	S 01° 37' 40" E	84.49

SITUATE:

FRANKLIN TOWNSHIP., BUTLER CO., PA
 PARCEL NO. 170-S6-A1 INST. NO.: 200401060000509
 LOT 3 PROPERTY SIZE: 20.530 ACRES

NOTES:


- SUBJECT TO ALL EXISTING RIGHTS-OF-WAY AND EASEMENTS OF RECORD.
- SEE THE E & E CHESTNUT DEVELOPERS, LLC REVISED SUBDIVISION LOCATED IN PLAN BOOK 281, PAGES 17 OF THE BUTLER COUNTY RECORDS FOR NOTES AND EASEMENTS PERTAINING TO THIS CONDOMINIUM LOT.
- REFER TO CONDOMINIUM DECLARATION RECORDED IN THE BUTLER COUNTY RECORDER OF DEEDS OFFICE FOR A DESCRIPTION OF UNIT BOUNDARIES, COMMON ELEMENTS, AND LIMITED COMMON ELEMENTS THAT COMPRISE THE BUILDING SHOWN HEREON.

SURVEYORS CERTIFICATION

I, MICHAEL ALLEN OGIN, A PROFESSIONAL LAND SURVEYOR OF THE COMMONWEALTH OF PENNSYLVANIA, DO HEREBY CERTIFY THAT THE PLAT TO WHICH THIS CERTIFICATE IS AFFIXED, TOGETHER WITH THE PLANS FOR E & E CHESTNUT DEVELOPERS, LLC, REVISED SUBDIVISION, AS RECORDED IN PLAN BOOK VOLUME 281, PAGE 17, FULLY AND ACCURATELY DEPICT ALL EXISTING CONDITIONS REGARDING SAID CONDOMINIUM AND CONTAIN ALL INFORMATION REQUIRED BY SECTION 3210 OF THE PENNSYLVANIA UNIFORM CONDOMINIUM ACT, ACT 82 OF 1980.

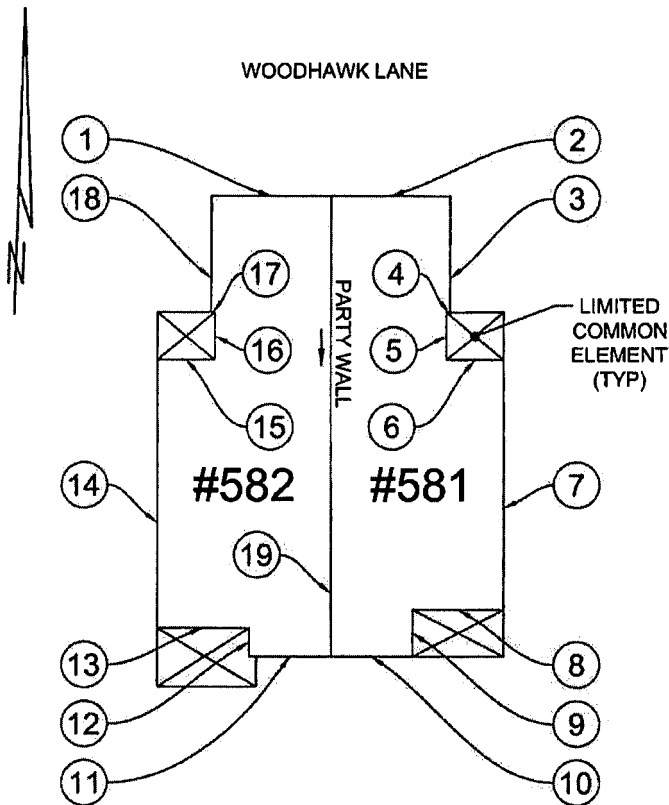
8-21-20 
 DATE MICHAEL ALLEN OGIN, P.L.S. SU-075288

PM: MAO DB: LPW CB: MAO

 GATEWAY [®]	The Gateway Engineers, Inc. Full-Service Civil Engineering & Surveying 100 McMorris Road, Pittsburgh, PA 15205 gatewayengineers.com 855-634-8284	
	CONDOMINIUM PLAN BUILDING EXHIBIT BUILDING #60 SITUATE IN FRANKLIN TOWNSHIP BUTLER COUNTY, PENNSYLVANIA MADE FOR E&E CHESTNUT DEVELOPERS, LLC 198 SAXONBURG ROAD, BUTLER, PA 16002 JOB NUMBER	
DATE: 2020/07/16	SCALE: N.T.S.	DWG. NO.: EXHIBIT A

CONDOMINIUM PLAN BUILDING EXHIBIT
 BUILDING #60
 SITUATE IN
 FRANKLIN TOWNSHIP
 BUTLER COUNTY, PENNSYLVANIA
 MADE FOR
E&E CHESTNUT DEVELOPERS, LLC
 198 SAXONBURG ROAD, BUTLER, PA 16002
 JOB NUMBER

DATE: 2020/07/16 SCALE: N.T.S. DWG. NO.: EXHIBIT A



CONDOMINIUM BUILDING TABLE		
LINE #	DIRECTION	LENGTH
1	N 88° 13' 43" E	21.82
2	N 88° 13' 43" E	21.85
3	S 01° 46' 17" E	21.42
4	N 88° 13' 43" E	0.36
5	S 01° 46' 17" E	8.95
6	N 88° 13' 43" E	10.15
7	S 01° 46' 17" E	45.62
8	N 88° 13' 43" E	16.83
9	N 01° 46' 17" W	8.50
10	N 88° 13' 43" E	14.82
11	N 88° 13' 43" E	14.79
12	S 01° 46' 17" E	5.13
13	N 88° 13' 43" E	16.88
14	N 01° 46' 17" W	49.05
15	N 88° 13' 43" E	10.16
16	N 01° 46' 17" W	8.95
17	N 88° 13' 43" E	0.30
18	N 01° 46' 17" W	21.36
19	S 01° 45' 53" E	84.49

SITUATE:

FRANKLIN TOWNSHIP, BUTLER CO., PA
 PARCEL NO. 170-S6-A1 INST. NO.: 200401060000509
 LOT 3 PROPERTY SIZE: 20.530 ACRES

NOTES:


- SUBJECT TO ALL EXISTING RIGHTS-OF-WAY AND EASEMENTS OF RECORD.
- SEE THE E & E CHESTNUT DEVELOPERS, LLC REVISED SUBDIVISION LOCATED IN PLAN BOOK 281, PAGES 17 OF THE BUTLER COUNTY RECORDS FOR NOTES AND EASEMENTS PERTAINING TO THIS CONDOMINIUM LOT.
- REFER TO CONDOMINIUM DECLARATION RECORDED IN THE BUTLER COUNTY RECORDER OF DEEDS OFFICE FOR A DESCRIPTION OF UNIT BOUNDARIES, COMMON ELEMENTS, AND LIMITED COMMON ELEMENTS THAT COMPRISE THE BUILDING SHOWN HEREON.

SURVEYORS CERTIFICATION

I, MICHAEL ALLEN OGIN, A PROFESSIONAL LAND SURVEYOR OF THE COMMONWEALTH OF PENNSYLVANIA, DO HEREBY CERTIFY THAT THE PLAT TO WHICH THIS CERTIFICATE IS AFFIXED, TOGETHER WITH THE PLANS FOR E & E CHESTNUT DEVELOPERS, LLC. REVISED SUBDIVISION, AS RECORDED IN PLAN BOOK VOLUME 281, PAGE 17, FULLY AND ACCURATELY DEPICT ALL EXISTING CONDITIONS REGARDING SAID CONDOMINIUM AND CONTAIN ALL INFORMATION REQUIRED BY SECTION 3210 OF THE PENNSYLVANIA UNIFORM CONDOMINIUM ACT, ACT 82 OF 1980.

8-21-20 
 DATE MICHAEL ALLEN OGIN, P.L.S. SU-075288

PM: MAO DB: LPW CB: MAO

 GATEWAY®	The Gateway Engineers, Inc. Full-Service Civil Engineering & Surveying 100 McMorris Road, Pittsburgh, PA 15205 gatewayengineers.com 855-834-9284
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CONDOMINIUM PLAN BUILDING EXHIBIT
BUILDING #58
 SITUATE IN
 FRANKLIN TOWNSHIP
 BUTLER COUNTY, PENNSYLVANIA
 MADE FOR
E&E CHESTNUT DEVELOPERS, LLC
 198 SAXONBURG ROAD, BUTLER, PA 16002
 JOB NUMBER

DATE: 2020/07/16	SCALE: N.T.S.	DWG. NO.: EXHIBIT A
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