

Instr: 20050110000797 01/10/2005
Pages: 26 F: \$62.50 1: 59PM
Michele Mustello T20050001077
Butler County Recorder MLDONALD P

DECLARATION OF CONDOMINIUM
OF
FAIRWAYS AT KRENDALE CONDOMINIUM

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

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



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

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

TABLE OF CONTENTS

	Page
ARTICLE I	
SUBMISSION; DEFINED TERMS.....	
	1
Section 1.1 <u>Declarant; Property; County; Name</u>	1
Section 1.2 <u>Easements and Licenses</u>	1
Section 1.3 <u>Defined Terms</u>	1
ARTICLE II	
ALLOCATION OF PERCENTAGE INTERESTS, VOTES AND COMMON EXPENSE LIABILITIES; UNIT IDENTIFICATION AND BOUNDARIES: MAINTENANCE RESPONSIBILITIES	
	3
Section 2.1 <u>Percentage Interests</u>	3
Section 2.2 <u>Unit Boundaries</u>	3
Section 2.3 <u>Maintenance Responsibilities</u>	4
Section 2.4 <u>Relocation of Unit Boundaries; Subdivision and Conversion of Units</u>	4
ARTICLE III	
ALLOCATION AND RESTRICTION OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.....	
	4
Section 3.1 <u>Limited Common Elements</u>	4
Section 3.2 <u>Designation of Reserved Common Elements</u>	4
ARTICLE IV	
EASEMENTS	
	4
Section 4.1 <u>Additional Easements</u>	4
ARTICLE V	
AMENDMENT OF DECLARATION.....	
	5
Section 5.1 <u>Amendment Generally</u>	5
Section 5.2 <u>Rights of Secured Lenders</u>	5
ARTICLE VI	
OPTION TO WITHDRAW REAL ESTATE	
	5
ARTICLE VII	
CONVERTIBLE REAL ESTATE	
	6
Section 7.1 <u>Reservation</u>	6
Section 7.2 <u>Assurances</u>	6

ARTICLE VIII

USE RESTRICTIONS 6
Section 8.1 Use and Occupancy of Units and Common Elements 6
Section 8.2 Rules and Regulations..... 9

ARTICLE IX

MORTGAGES 9
Section 9.1 Permitted Mortgages 9

ARTICLE X

LEASING 10

ARTICLE XI

BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT 10
Section 11.1 Monthly Payments 10
Section 11.2 Subordination of Certain Charges 11
Section 11.3 Surplus 11
Section 11.4 Assignment of Income Rights 11
Section 11.5 Capitalization Fee 11

ARTICLE XII

RIGHTS OF PERMITTED MORTGAGEES 11
Section 12.1 Reports and Notices 11

ARTICLE XIII

DECLARANT'S RIGHTS 12
Section 13.1. Control..... 12

ARTICLE XIV

LIMITATION OF LIABILITY 13
Section 14.1 Standard of Conduct..... 13
Section 14.2 Good Faith Reliance 13
Section 14.3 Limited Liability 13
Section 14.4 Indemnification 14
Section 14.5 D & O Insurance..... 14

**DECLARATION
FAIRWAYS AT KRENDALE CONDOMINIUM**

ARTICLE I

SUBMISSION; DEFINED TERMS

Section 1.1 Declarant; Property; County; Name. **KATE, INC.**, a Pennsylvania corporation ("Declarant"), owner in fee simple of the Real Estate described in Exhibit "A" attached hereto, located in Butler 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 "FAIRWAYS AT KRENDALE 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:

- a. All roads, public or private, crossing, intersecting, or in any way affecting the premises, particularly the rights of others in Benbrook Road, a/k/a Meridian Road, a/k/a L.R. 10015 and S.R. 3007.
- b. Subject to a 40 foot building setback line as shown at Plan book 118, Page 42.
- c. Right of way of Benbrook Road at Plan Book 118, page 42.
- d. Oil and Gas Lease at Deed Book 301, page 362.
- e. Two temporary leases and temporary rights of way to Jimmy S. Tudor and Beverly M. Tudor in the term of one year and three years from March 31, 2003.
- f. Subject to rights and restrictions of Agricultural Security Area at Instrument No. 200112180036513.
- g. Mortgage to Citizens National Bank of Evans City recorded at Instrument No. 200311190052152.

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 "Fairways at Krendale 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 on the lowest level of the Unit.

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.

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. An Owner may enclose the porch attached to their Unit in accordance with plans and specifications approved by the Declarant and the standards established by the Association.

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.

Section 3.3 Restrictions on Storm water Facilities. Located within and comprising a part of the Common Elements are facilities necessary for the collection, detention, and release of the properties storm water. The design and construction of these facilities have been approved by Butler Township as part of governmental approvals for the Condominium. The Association shall be responsible for the repair, maintenance and reconstruction of the storm water facilities. The Association shall budget sufficient funds in order to carry out its obligations under this section as part of its Common Expenses. Neither the Association nor any Owner shall modify or alter any of the storm water facilities without the prior approval of Butler Township.

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.

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 seventh (7th) 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 seventh (7th) 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 eighty (80) 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 twenty-five percent (25%). 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 (c) 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; and (iii) the right of an occupant to maintain an animal in a Unit shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Condominium or other Units or occupants.

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 Sanitary Sewage Restrictions. The sanitary sewer connections to the Butler Area Sewer Authority sanitary sewage system shall be subject to the following regulations:

- a) Sanitary storm manholes installed within the common ground may not be covered or buried without the express written approval of the Butler Area Sewer Authority.
- b) All inspection tees will be completed to grade in accordance with the Authority rules and regulations and Butler Area Sewer Authority Drawing No. 8.
- c) All service lateral clean-outs and vented traps shall be installed in accordance with Butler Area Sewer Authority rules and regulations and Butler Area Sewer Authority Drawing No. 13.

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 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 prepayable, without penalty, upon the happening of any termination of the Condominium or determination not to restore or replace the affected Unit. No Unit Owner shall deliver any Permitted Mortgage, or any obligation to be secured thereby, unless it has first notified the Executive Board of the name and address of the proposed Permitted Mortgagee 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

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 in advance on the first day of each month. 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 Capitalization Fee. At the closing on the sale of a Unit from the Declarant to an Owner, the Owner shall pay an initial capitalization fee of \$250.00 to the Association.

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 22 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 22 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) seven years after the date of the recording of this Declaration, or (ii) 180 days after 66 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 three member Executive Board.

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 or 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.

IN WITNESS WHEREOF, the said parties have caused their names to be signed on this 7 day of January, 2005.

ATTEST:

KATE, INC.

Jedeth A. Krenitsky

By: Joseph B. Krenitsky
Title: Pres.

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Butler

S.S.

On this the 7th day of January, 2005, before me, a Notary Public, the undersigned officer, personally appeared JOSEPH P. KRENITSKY known to me (or satisfactorily proven) to be the PRESIDENT of KATE, INC. 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.

Sandra A. Wargo
Notary Public
My Commission Expires:

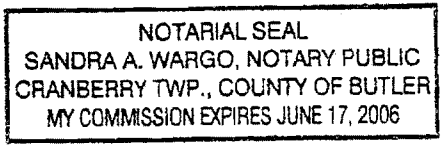


EXHIBIT A
SUBMITTED REAL ESTATE

EXHIBIT B
SCHEDULE OF UNIT IDENTIFYING NUMBERS AND PERCENTAGE INTERESTS

EXHIBIT C
INTENTIONALLY OMITTED

EXHIBIT D
CONVERTIBLE REAL ESTATE

EXHIBIT E
WITHDRAWABLE REAL ESTATE

EXHIBIT F
PLATS AND PLANS

EXHIBIT A

SUBMITTED REAL ESTATE

ALL that property situated in the Township of Butler, County of Butler and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING in a point in the center of Benbrook Road, formerly known as Meridian Road, being the southwest corner of the within described tract of land at line of lands of now or formerly Armstrong Utilities and St. John's Church; thence along the center line of said Benbrook Road North 03° 32' 00" East a distance of 495.600 feet to a point in the center line of said road; thence North 03° 36' 30" East a distance of 266.460 feet to a point in the center line of said road; thence along said center line North 03° 36' 30" East a distance of 25.000 feet to a point in the center line of said road; thence South 86° 25' 03" East a distance of 1,183.150 feet along line of lands of now or formerly Krendale Golf Course, Inc. to an existing iron pipe; thence South 08° 08' 10" West a distance of 25.079 feet to a point along lands of now or formerly Ralph V. McKnight; thence along the property now or formerly of Ralph V. McKnight South 8° 8' 10" west a distance of 239.921 feet to a point; thence South 88° 56' 50" East a distance of 306.679 feet along lands of now or formerly of Ralph V. McKnight to a point; thence in a southerly direction along an arc with a radius of 149.999 feet a distance of 90.882 feet; thence in a southerly direction along an arc having a radius of 225.600 feet an arc distance of 76.219 feet to a point; thence North 85° 20' 16" West a distance of 151.940 feet to an iron pin; thence South 54° 35' 08" a distance of 46.526 feet to an iron pin; thence South 19° 34' 42" West a distance of 36.752 feet to an iron pin; thence South 00° 39' 05" East a distance of 237.959 feet to an existing iron pin; thence North 88° 56' 50" West a distance of 158.460 feet along lands of now or formerly Kaufmann to an existing iron pin; thence South 89° 29' 30" West along lands of now or formerly of Vandersyde, a distance of 126.100 feet to an existing iron pipe; thence North 89° 53' 11" West a distance of 1,003.766 feet through two existing iron pins and an existing iron pipe along lands of now or formerly Lucas and St. John's Reformed Church to a point in the center line of Benbrook Road, being the place of beginning. Containing 21.287 acres as per survey of Stanley D. Graff and being the lot known a Parcel No. 3 at Plan Book 262, Page 12.

BEING known as Tax Parcel No. 57-17-16.

EXHIBIT "B"

**SCHEDULE OF UNIT IDENTIFYING NUMBERS
AND PERCENTAGE RENTS**

Initial Condominium

Building I-8		Building I-9	
Unit 705	12.5%	Unit 901	12.5%
Unit 707	12.5%	Unit 903	12.5%
Unit 3701	12.5%	Unit 905	12.5%
Unit 3705	12.5%	Unit 907	12.5%

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 buildout, the percentage would be:

Building I-1		Building I-2	
Unit 202	1.1364%	Unit 402	1.1364%
204	1.1364%	404	1.1364%
206	1.1364%	406	1.1364%
208	1.1364%	408	1.1364%

Building I-3		Building I-4	
Unit 602	1.1364%	Unit 802	1.1364%
604	1.1364%	804	1.1364%
606	1.1364%	806	1.1364%
608	1.1364%	808	1.1364%

Building I-5		Building I-6	
Unit 1002	1.1364%	Unit 1202	1.1364%
1004	1.1364%	1204	1.1364%
1006	1.1364%	1206	1.1364%
1008	1.1364%	1208	1.1364%

Building I-7		Building I-8	
Unit 1402	1.1364%	Unit 705	1.1364%
1404	1.1364%	707	1.1364%
1406	1.1364%	3701	1.1364%
1408	1.1364%	3705	1.1364%

EXHIBIT "B" (cont.)

Building I-9

Unit	901	1.1364%
	903	1.1364%
	905	1.1364%
	907	1.1364%

Building I-10

Unit	1101	1.1364%
	1103	1.1364%
	1105	1.1364%
	1107	1.1364%

Building II-1

Unit	301	1.1364%
	305	1.1364%
	3602	1.1364%
	3604	1.1364%

Building II-2

Unit	3402	1.1364%
	3404	1.1364%
	3406	1.1364%
	3408	1.1364%

Building II-3

Unit	3202	1.1364%
	3204	1.1364%
	3206	1.1364%
	3208	1.1364%

Building 11-4

Unit	3002	1.1364%
	3004	1.1364%
	3006	1.1364%
	3008	1.1364%

Building 11-5

Unit	2802	1.1364%
	2804	1.1364%
	2806	1.1364%
	2808	1.1364%

Building 11-6

Unit	2602	1.1364%
	2604	1.1364%
	2606	1.1364%
	2608	1.1364%

Building 11-7

Unit	2402	1.1364%
	2404	1.1364%
	2406	1.1364%
	2408	1.1364%

Building 11-8

Unit	2202	1.1364%
	2204	1.1364%
	2206	1.1364%
	2208	1.1364%

Building 11-9

Unit	2002	1.1364%
	2004	1.1364%
	2006	1.1364%
	2008	1.1364%

Building 11-10

Unit	1802	1.1364%
	1804	1.1364%
	1806	1.1364%
	1808	1.1364%

Building 11-11

Unit	1602	1.1364%
	1604	1.1364%
	1606	1.1364%
	1608	1.1364%

Building 11-12

Unit	1301	1.1364%
	1305	1.1364%
	2301	1.1364%
	2305	1.1364%

EXHIBIT "C"

INTENTIONALLY OMITTED

EXHIBIT "D"

CONVERTIBLE REAL ESTATE

Shown on Plat recorded at Plan Book volume _____, Page _____.

EXHIBIT "E"

WITHDRAWABLE REAL ESTATE

Shown on Plat recorded at Plan Book Volume _____, Page _____.

EXHIBIT "F"

PLATS AND PLANS

Shown on Plat recorded at Plan Book Volume 280, Page 10-12.



Instr: 200503090005639 03/09/2005
Pages: 4 F: \$20.50 1 39PM
Michele Mustello T20050006932
Butler County Recorder RP

FIRST AMENDED DECLARATION OF CONDOMINIUM

This is the First Amended Declaration of Condominium of Fairways at Krendale Condominium as of March 8th, 2005, 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"); and

WHEREAS, the Declarant attached a legal description to the Declaration known as Exhibit A, Submitted Real Estate; and

WHEREAS, pursuant to Article V, Section 5.1, of the original Declaration, the Declarant may amend the Declaration in accordance with the procedures specified in Section 3219 of the Act referred to in Section 3219 thereof and the express provisions of this Declaration.

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

1. The Declarant hereby deletes and replaces in its entirety the Attached Exhibit "A" to the Declaration and substitutes in its entirety the attached Exhibit "A" as the Submitted Real Estate.
2. Attached as Exhibit "B" is the Certificate of Substantial Completion for Unit 707.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed on its behalf this 8th day of March, 2005

ATTEST:

KATE, INC.

Joyce E. Gregg

By: Joseph P. Krenitsky
Name: Joseph Krenitsky
Title: President

ACKNOWLEDGMENT

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

On this the *8th* day of March, 2005 before me, a Notary Public, the undersigned officer, personally appeared *Joseph P. Krenitsky* 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.

Joyce E. Gregg

Notary Public
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Joyce E. Gregg, Notary Public
Butler Twp., Butler County
My Commission Expires May 18, 2008
Member, Pennsylvania Association Of Notaries

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

Returned to Presenter



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

Michelle M. Mustello
Michelle M. Mustello - Recorder of Deeds

EXHIBIT "A"

Submitted Real Estate

ALL THAT CERTAIN property situated in Butler Township, Butler County, Pennsylvania, bounded and described as follows:

BEGINNING in a point in the center of Benbrook Road, formerly known as Meridian Road, being the southwest corner of the within described tract of land at line of lands of now or formerly Armstrong Utilities and St. John's Reformed Church; thence along the center line of said Benbrook Road North 03° 32' 00" East a distance of 495.600 feet to a point in the center line of said road; thence North 03° 36' 30" East a distance of 266.460 feet to a point in the centerline of said road; thence South 86° 25' 03" East a distance of 1,183.150 feet along line of lands of now or formerly Krendale Golf Course, Inc., to an existing iron pin; thence along the property now or formerly of Ralph V. McKnight South 8° 8' 10" west a distance of 239.921 feet to a point; thence South 88° 56' 50" East a distance of 306.680 feet along lands of now or formerly of Ralph V. McKnight to a point; thence in a southerly direction along an arc with a radius of 149.999 feet a distance of 90.882 feet; thence in a southerly direction along an arc having a radius of 225.600 feet an arc distance of 76.219 feet to a point; thence North 85° 20' 16" West a distance of 151.940 feet to an iron pin; thence South 54° 35' 08" West a distance of 46.526 feet to an iron pin; thence South 19° 34' 42" West a distance of 36.752 feet to an iron pin; thence South 00° 39' 05" East a distance of 237.959 feet to an existing iron pin; thence North 88° 56' 50" West a distance of 158.460 feet along lands of now or formerly Kaufmann to an existing iron pin; thence South 89° 29' 30" West along lands of now or formerly of Vandersyde, a distance of 126.100 feet to an existing iron pipe; thence North 89° 53' 11" West a distance of 1,003.766 feet through two existing iron pins and an existing iron pipe along lands of now or formerly Lucas and St. John's Reformed Church to a point in the center line of Benbrook Road, being the place of beginning. Containing 21.287 acres as per survey of Stanley D. Graff and being the lot known as Parcel No. 3 at Plan Book 262, Page 12.

BEING known as Tax Parcel No. 56-17-3



Instr: 200510140029708 10/14/2005
Pages: 4 F: \$20.50 11:30AM
Michele Mustello T20050033334
Butler County Recorder MLKATE INC

4

SECOND AMENDED DECLARATION OF CONDOMINIUM

This is the Second Amended Declaration of Condominium of Fairways at Krendale Condominium as of October 11, 2005, 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; and

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

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

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

1. The Declarant hereby converts the area surrounding Units 202, 204, 206, 208, 1101, 1103, 1105 and 1107 as shown on the revised plats and plans which are attached hereto as Exhibit "A" and incorporated herein.

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

3. The Declarant shall construct two (2) buildings consisting of four (4) units each on the real estate converted by this Second Amended Declaration of Condominium. The unit is described in the original Declaration of Condominium.

4. The units shall be designated as Units 202, 204, 206, 208, 1101, 1103, 1105 and 1107, inclusive and the revised percentage interests are shown on Exhibit "B" which is attached hereto and incorporated herein.

5. The units shall have a porch which shall be a limited common element and shall also have such other limited common elements as are described in the original Declaration.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed on its behalf this 11 day of October, 2005

ATTEST:

KATE, INC.

Joseph P. Krenitsky

By: Joseph P. Krenitsky
Name: Joseph P. Krenitsky
Title: President

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA

:
: S.S.
:

COUNTY OF BUTLER

On this the 11th day of October, 2005 before me, a Notary Public, the undersigned officer, personally appeared JOSEPH P. KRENITSKY 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.

Sandra A. Wargo
Notary Public
My Commission Expires:

NOTARIAL SEAL
SANDRA A. WARGO, NOTARY PUBLIC
CRANBERRY TWP., COUNTY OF BUTLER
MY COMMISSION EXPIRES JUNE 17, 2006

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

EXHIBIT "A"

Plats and Plans recorded in the Recorder of Deeds Office in Plan Book Volume 287
pages 24-26

EXHIBIT "B"

SCHEDULE OF UNIT IDENTIFYING NUMBERS AND PERCENTAGE RENTS

Building I-8			Building I-9		
Unit	705	6.25%	Unit	901	6.25%
Unit	707	6.25%	Unit	903	6.25%
Unit	3701	6.25%	Unit	905	6.25%
Unit	3705	6.25%	Unit	907	6.25%
Building I-1			Building I-10		
Unit	202	6.25%	Unit	1101	6.25%
Unit	204	6.25%	Unit	1103	6.25%
Unit	206	6.25%	Unit	1105	6.25%
Unit	208	6.25%	Unit	1107	6.25%



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

Michele M. Musteife
Michele M. Musteife - Recorder of Deeds

Mail to:
KATE, Inc.
139 Winterwood Dr.
Butler PA 16001
Page 4 of 4

Instr: 200608100020485 08/10/2006
Pages: 4 F: \$18.50 2:50PM
Michele Mustello T20060023017
Butler County Recorder MLDONALD P

THIRD AMENDED DECLARATION OF CONDOMINIUM

This is the Third Amended Declaration of Condominium of Fairways at Krendale Condominium as of August 10, 2006, 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

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

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

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

1. The Declarant hereby converts the area surrounding Units 402, 404, 406, 408, 602, 604, 606 and 608 as shown on the revised plats and plans which are attached hereto as Exhibit "A" and incorporated herein.

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

3. The Declarant shall construct two (2) buildings consisting of four (4) units each on the real estate converted by this Third Amended Declaration of Condominium. The unit is described in the original Declaration of Condominium.

4. The units shall be designated as Units 402, 404, 406, 408, 602, 604, 606 and 608, inclusive and the revised percentage interests are shown on Exhibit "B" which is attached hereto and incorporated herein.

5. The units shall have a porch which shall be a limited common element and shall also have such other limited common elements as are described in the original Declaration.

DUPLICATE

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed on its behalf this 10 day of August, 2006.

ATTEST:

KATE, INC.

Joseph P. Krenitsky

By: Joseph P. Krenitsky
Name: Joseph P. Krenitsky
Title: President

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA

:

COUNTY OF BUTLER

: S.S.
:

On this the 10th day of August, 2006 before me, a Notary Public, the undersigned officer, personally appeared JOSEPH P. Krenitsky 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.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Sandra A. Wargo, Notary Public
Cranberry Twp., Butler County
My Commission Expires June 17, 2010
Member, Pennsylvania Association of Notaries

Sandra A. Wargo
Notary Public
My Commission Expires:

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

EXHIBIT "A"

Plats and Plans recorded in the Recorder of Deeds Office in Plan Book Volume 294
page 42-49

EXHIBIT "B"

SCHEDULE OF UNIT IDENTIFYING NUMBERS AND PERCENTAGE RENTS

Building I-1

Unit	202	4.166%
Unit	204	4.166%
Unit	206	4.166%
Unit	208	4.166%

Building I-2

Unit	402	4.166%
Unit	404	4.166%
Unit	406	4.166%
Unit	408	4.166%

Building I-3

Unit	602	4.166%
Unit	604	4.166%
Unit	606	4.166%
Unit	608	4.166%

Building I-8

Unit	705	4.166%
Unit	707	4.166%
Unit	3701	4.166%
Unit	3705	4.166%

Building I-9

Unit	901	4.166%
Unit	903	4.166%
Unit	905	4.166%
Unit	907	4.166%

Building I-10

Unit	1101	4.166%
Unit	1103	4.166%
Unit	1105	4.166%
Unit	1107	4.166%

Instr: 200702120003381 02/12/2007
Pages: 4 F: \$20.50 2:00PM
Michele Mustelle T20070003144
Butler County Recorder MLKATE INC

FOURTH AMENDED DECLARATION OF CONDOMINIUM

This is the Fourth Amended Declaration of Condominium of Fairways at Krendale Condominium as of February 6, 2007, 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. 20050110000797 ("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; and

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

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

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

1. The Declarant hereby converts the area surrounding Units 802, 804, 806, 808, 1002, 1004, 1006, 1008, 1202, 1204, 1206 and 1208 as shown on the revised plats and plans which are attached hereto as Exhibit "A" and incorporated herein.
2. The attached Exhibit "A" shall be considered revisions to as well as additions to the original plats and plans filed as part of the Declaration of Condominium.
3. The Declarant shall construct three (3) buildings consisting of four (4) units each on the real estate converted by this Fourth Amended Declaration of Condominium. The unit is described in the original Declaration of Condominium.
4. The units shall be designated as Units 802, 804, 806, 808, 1002, 1004, 1006, 1008, 1202, 1204, 1206 and 1208, inclusive and the revised percentage interests are shown on Exhibit "B" which is attached hereto and incorporated herein.
5. The units shall have a porch which shall be a limited common element and shall also have such other limited common elements as are described in the original Declaration.

IN WITNESS WHEREOF the undersigned has caused this instrument to be duly executed on its behalf this 6th day of February 2007.

ATTEST:

KATE, INC.

Judith A. Krenitsky

By: Joseph P. Krenitsky
Name: Joseph P. Krenitsky
Title: President

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA

:
: S.S.
:

COUNTY OF Butler

On this the 6th day of February, 2007 before me, a Notary Public, the undersigned officer, personally appeared Joseph P. Krenitsky 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.

Sandra A. Wargo

Notary Public
My Commission Expires:



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

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

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Sandra A. Wargo, Notary Public
Cranberry Twp., Butler County
My Commission Expires June 17, 2010
Member, Pennsylvania Association of Notaries

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

Kate Inc.
139 Winterwood DR.
Butler PA 16001

EXHIBIT "A"

Plats and Plans recorded in the Recorder of Deeds Office in Plan Book Volume 298
page 5 23-26



FIFTH AMENDED DECLARATION OF CONDOMINIUM

This is the Fifth Amended Declaration of Condominium of Fairways at Krendale Condominium as of July 9, 2008, 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; and as amended by the Fourth Amended Declaration of Condominium dated February 6, 2007 and recorded at Instrument No. 200702120003381.

WHEREAS, Declarant and the Board of the Association have determined that certain additions may be made to the physical structures that will be located on the Common Elements of the Condominium but shall be maintained by the owners of the Units should they elect to install such additional items; and

WHEREAS, in order to accommodate the additions and additional installations, this Amendment to the Declaration of Condominium is made to add a provision.

NOW, THEREFORE, Declarant hereby files this Fifth Amended Declaration of Condominium pursuant to the powers granted in the Declaration of Condominium and pursuant to the actions of the Board of the Association:

1. The following Section 2.5 is added to the Declaration of Condominium:

Section 2.5. Storm Doors. A Unit Owner may make application to the Declarant and the Association for the installation of a storm door. This installation will occur on Common Elements of the Association but notwithstanding the installation of such item on Common Elements of the Association, the Unit Owner shall remain responsible for its maintenance, repair and replacement. The installation of storm doors shall only be pursuant to the specifications adopted by the Association. All expenses related to the installation, repair and maintenance of the storm door shall remain with the Unit Owner notwithstanding any other provision contained in this Declaration.

Any Unit Owner desiring to install a storm door agrees to indemnify and save harmless the Declarant and the Association for any damages caused to the Common Elements as a result of such installation, maintenance or repair. Any Unit Owner electing to install a storm door consents to the treatment of such item as a Limited Common Element. To the extent that a Unit Owner does not maintain, repair or replace such item, the Association may impose an assessment for the repair, maintenance or replacement of such item.

EXHIBIT "B"

SCHEDULE OF UNIT IDENTIFYING NUMBERS AND PERCENTAGE RENTS

Building I-1

Unit	202	2.777%
Unit	204	2.777%
Unit	206	2.777%
Unit	208	2.777%

Building I-2

Unit	402	2.777%
Unit	404	2.777%
Unit	406	2.777%
Unit	408	2.777%

Building I-3

Unit	602	2.777%
Unit	604	2.777%
Unit	606	2.777%
Unit	608	2.777%

Building I-4

Unit	802	2.777%
Unit	804	2.777%
Unit	806	2.777%
Unit	808	2.777%

Building I-5

Unit	1002	2.777%
Unit	1004	2.777%
Unit	1006	2.777%
Unit	1008	2.777%

Building I-6

Unit	1202	2.777%
Unit	1204	2.777%
Unit	1206	2.777%
Unit	1208	2.777%

Building I-8

Unit	705	2.777%
Unit	707	2.777%
Unit	3701	2.777%
Unit	3705	2.777%

Building I-9

Unit	901	2.777%
Unit	903	2.777%
Unit	905	2.777%
Unit	907	2.777%

Building I-10

Unit	1101	2.777%
Unit	1103	2.777%
Unit	1105	2.777%
Unit	1107	2.777%

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed on its behalf this 9 day of July 2008.

ATTEST:

KATE, INC.

Debra L. Greenawalt

By: Mark J. Krenitsky
Name: Mark J. Krenitsky
Title: V.P.

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA

: S.S.

COUNTY OF Butler

On this the 9th day of July 2008 before me, a Notary Public, the undersigned officer, personally appeared Mark J. Krenitsky known to me (or satisfactorily proven) to be the Vice 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.

Debra L. Greenawalt

Notary Public
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Debra L. Greenawalt, Notary Public
City Of Butler, Butler County
My Commission Expires June 4, 2010
Member, Pennsylvania Association of Notaries

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



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

Michelle M. Mustello
Michelle M. Mustello - Recorder of Deeds

Instr: 200808120018485 08/12/2008
 Pages: 4 F: \$20.50 3:40PM
 Michele Mustello T20080015382
 Butler County Recorder MLDONALD P

7

SIXTH AMENDED DECLARATION OF CONDOMINIUM

This is the Sixth Amended Declaration of Condominium of Fairways at Krendale Condominium as of Aug 12, 2008, 2008, 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, and as amended by the Fifth Amended Declaration of Condominium dated July 9, 2008 and recorded at Instrument No. 200807090015554; and

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

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

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

1. The Declarant hereby converts the area surrounding Units 1402, 1404, 1406 and 1408 as shown on the revised plats and plans which are attached hereto as Exhibit "A" and incorporated herein.
2. The attached Exhibit "A" shall be considered revisions to as well as additions to the original plats and plans filed as part of the Declaration of Condominium.
3. The Declarant shall construct one (1) building consisting of four (4) units on the real estate converted by this Sixth Amended Declaration of Condominium. The unit is described in the original Declaration of Condominium.
4. The units shall be designated as Units 1402, 1404, 1406 and 1408 inclusive and the revised percentage interests are shown on Exhibit "B" which is attached hereto and incorporated herein.

5. The units shall have a porch which shall be a limited common element and shall also have such other limited common elements as are described in the original Declaration.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed on its behalf this 11 day of August 2008.

ATTEST:

KATE, INC.

Joseph P. Krenitsky

By: Joseph P. Krenitsky
Name: Joseph P. Krenitsky
Title: Pres

ACKNOWLEDGMENT

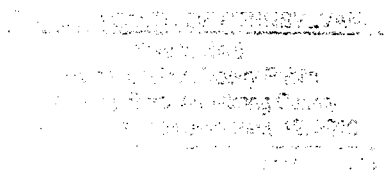
COMMONWEALTH OF PENNSYLVANIA

:
: S.S.
:

COUNTY OF Bucks

On this the 11 day of Aug, 2008 before me, a Notary Public, the undersigned officer, personally appeared Joseph P. Krenitsky 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.



Joseph P. Krenitsky
Notary Public
My Commission Expires:

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

EXHIBIT "A"

Plats and Plans recorded in the Recorder of Deeds Office in Plan Book Volume 309,
page 3-5.



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

Michele M. Mustella
Michele M. Mustella - Recorder of Deeds

EXHIBIT "B"

**SCHEDULE OF UNIT IDENTIFYING NUMBERS
AND PERCENTAGE RENTS**

Building I-1

Unit	202	2.5%
Unit	204	2.5%
Unit	206	2.5%
Unit	208	2.5%

Building I-2

Unit	402	2.5%
Unit	404	2.5%
Unit	406	2.5%
Unit	408	2.5%

Building I-3

Unit	602	2.5%
Unit	604	2.5%
Unit	606	2.5%
Unit	608	2.5%

Building I-4

Unit	802	2.5%
Unit	804	2.5%
Unit	806	2.5%
Unit	808	2.5%

Building I-5

Unit	1002	2.5%
Unit	1004	2.5%
Unit	1006	2.5%
Unit	1008	2.5%

Building I-6

Unit	1202	2.5%
Unit	1204	2.5%
Unit	1206	2.5%
Unit	1208	2.5%

Building I-7

Unit	1402	2.5%
Unit	1404	2.5%
Unit	1406	2.5%
Unit	1408	2.5%

Building I-8

Unit	705	2.5%
Unit	707	2.5%
Unit	3701	2.5%
Unit	3705	2.5%

Building I-9

Unit	901	2.5%
Unit	903	2.5%
Unit	905	2.5%
Unit	907	2.5%

Building I-10

Unit	1101	2.5%
Unit	1103	2.5%
Unit	1105	2.5%
Unit	1107	2.5%

SEVENTH AMENDED DECLARATION OF CONDOMINIUM

This is the Seventh Amended Declaration of Condominium of Fairways at Krendale Condominium as of July 16, 2009, 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

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

WHEREAS, the Declarant wishes to convert a portion of the convertible real estate to condominium units; 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 "E" 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 "C" attached hereto which is referred to herein as "Withdrawn Real Estate".

NOW, THEREFORE, Declarant hereby files this Seventh 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 Declarant hereby converts the area surrounding Units 1602, 1604, 1606 and 1608 as shown on the revised plats and plans which are attached hereto as Exhibit "A" and incorporated herein.

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

3. The Declarant shall construct one (1) building consisting of four (4) units on the real estate converted by this Seventh Amended Declaration of Condominium. The unit is described in the original Declaration of Condominium.

4. The units shall be designated as Units 1602, 1604, 1606 and 1608 inclusive and the revised percentage interests are shown on Exhibit "B" which is attached hereto and incorporated herein.

5. The units shall have a porch which shall be a limited common element and shall also have such other limited common elements as are described in the original Declaration.

6. Declarant hereby withdraws the 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 Condominium declares that the same shall no longer be a part of the Condominium or of the property.

7. 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 16th day of July 2009.

ATTEST:

KATE, INC.

Joseph P. Krenitsky

By: Joseph P. Krenitsky
Name: Joseph P. Krenitsky
Title: President

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA

:
: S.S.
:

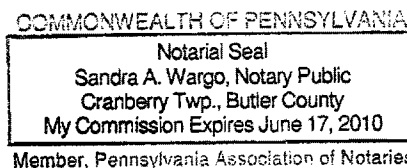
COUNTY OF Butler

On this the 16th day of July, 2009 before me, a Notary Public, the undersigned officer, personally appeared JOSEPH P. KRENITSKY 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.

Sandra A. Wargo
Notary Public

My Commission Expires:



page 3 plan Book
and page

EXHIBIT "A"

Plats and Plans recorded in the Recorder of Deeds Office in Plan Book Volume _____,
page _____.

EXHIBIT "B"

SCHEDULE OF UNIT IDENTIFYING NUMBERS AND PERCENTAGE RENTS

<u>Building I-1</u>			<u>Building I-2</u>		
Unit	202	2.27%	Unit	402	2.27%
Unit	204	2.27%	Unit	404	2.27%
Unit	206	2.27%	Unit	406	2.27%
Unit	208	2.27%	Unit	408	2.27%
 <u>Building I-3</u>			 <u>Building I-4</u>		
Unit	602	2.27%	Unit	802	2.27%
Unit	604	2.27%	Unit	804	2.27%
Unit	606	2.27%	Unit	806	2.27%
Unit	608	2.27%	Unit	808	2.27%
 <u>Building I-5</u>			 <u>Building I-6</u>		
Unit	1002	2.27%	Unit	1202	2.27%
Unit	1004	2.27%	Unit	1204	2.27%
Unit	1006	2.27%	Unit	1206	2.27%
Unit	1008	2.27%	Unit	1208	2.27%
 <u>Building I-7</u>			 <u>Building I-8</u>		
Unit	1402	2.27%	Unit	705	2.27%
Unit	1404	2.27%	Unit	707	2.27%
Unit	1406	2.27%	Unit	3701	2.27%
Unit	1408	2.27%	Unit	3705	2.27%
 <u>Building I-9</u>			 <u>Building I-10</u>		
Unit	901	2.27%	Unit	1101	2.27%
Unit	903	2.27%	Unit	1103	2.27%
Unit	905	2.27%	Unit	1105	2.27%
Unit	907	2.27%	Unit	1107	2.27%
 <u>Building II-3</u>					
Unit	1602	2.27%			
Unit	1604	2.27%			
Unit	1606	2.27%			
Unit	1608	2.27%			

EXHIBIT "C"

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 Lot No. 1 in the Property Subdivision for Kate, Inc. recorded May 16, 2008 in the Recorder of Deeds Office of Butler County, in Plan Book Volume 307, Page 32 and being more particularly described as follows:

BEGINNING at a point on the northwest corner of the within described tract said point being on the eastern edge of Benbrook Road (S.R. 3007) and the dividing line of the property with Krendale Golf Course, Inc.; thence along the easterly right of way line of Benbrook Road south 3° 36' 30" west a distance of 205.004 feet to a point; thence along other lands of Kate, Inc. that has been submitted to a Declaration of Condominium for Fairways at Krendale Condominium the following courses and distances: south 88° 25' 3" east a distance of 250.00 feet to a point; thence north 3° 36' 30" east a distance of 126.180 feet to a point; thence north 86° 25' 3" west a distance of 135.605 feet to a point; thence south 48° 40' 00" west a distance of 30.00 feet to a point; thence north 86° 23' 30" west a distance of 14.956 feet to a point; thence north 3° 36' 30" east a distance of 100 feet to a point on the property now or formerly of Krendale Golf Course, Inc.; thence along the property now or formerly of Krendale Golf Course, Inc. north 86° 25' 3" west a distance 90 to a point also the place of beginning.

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

EIGHTH AMENDED DECLARATION OF CONDOMINIUM

This is the Eighth Amended Declaration of Condominium of Fairways at Krendale Condominium as of 16 August, 2010, 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

WHEREAS, pursuant to Article V, Section 5.1, of the original Declaration, the Declarant may amend the Declaration in accordance with the procedures specified in Section 3219 of the Condominium Act and the express provisions of this Declaration; and

WHEREAS, the Declarant wishes to amend Article XIII, Section (b) of the Declaration to reflect a change in the number of board members to be elected by the Unit Owners for the Executive Board of the Homeowners Association; and

WHEREAS, the Declarant wishes to amend Article XIII, Section (c) of the Declaration to reflect a change in the number of board members to be elected by the Unit Owners for the Executive Board of the Homeowners Association; and

WHEREAS, the Declarant, in accordance with the decision voted on by 67 percent of the Unit Owners at a meeting held by the Fairways at Krendale Condominium Association on May 11, 2010, intends to amend the Declaration as follows; and

WHEREAS, the Declarant wishes to make certain technical corrections to the Declaration.

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

DUPLICATE

Instr.: 201008240018817
Pages: 3
Michele Mustello
Butler County Recorder
MLDILLON M
08/24/20 11:30AM
F: \$20.50
T20100017296

1. Article XIII, Section (b), of the Declaration is deleted in its entirety and replaced with the following:

(b) Effective with the annual meeting in 2010, two of the five members of the Executive Board shall be elected by Unit Owners other than the Declarant.

2. Article XIII, Section (c), of the Declaration is hereby deleted in its entirety and replaced with the following:

(c) Not later than the earlier of (i) seven years after the date of the recording of this Declaration, or (ii) 180 days after 66 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.

3. Article III, Section 2.3, is amended by adding by replacing the last sentence in Section 2.3 in its entirety with the following sentence:

"All Common Expenses associated with the maintenance, repair and replacement of a Limited Common Element including a porch and a Reserved Common Element shall be assessed as Limited Expenses against the Units to which such Limited Common Element was assigned or appurtenant at the time the expense was incurred in the same proportions as the respective Percentage Interest of all such Units. Structural repairs and/or replacements of such Limited Common Elements shall be the responsibility of the Association, the cost to be charged as Limited Expenses among all of those Units to which such type of Limited Common Element is appurtenant."

4. Article VIII, Section 1.1(i), is hereby replaced in its entirety with the following:

(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 of these restrictions."

5.1 Article XIV, Section 14.2(a), is hereby replaced in its entirety with the following:

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

6. All other terms and conditions contained in the original Declaration and all amendments thereto are hereby ratified and affirmed.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed on its behalf this 16 day of August 2010.

ATTEST:

KATE, INC.

Judith A. Krenitsky

By: Joseph P. Krenitsky
Name: Joseph P. Krenitsky
Title: President

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA

:
: S.S.
:

COUNTY OF Butler

On this the 16th day of August, 2010 before me, a Notary Public, the undersigned officer, personally appeared Joseph P. Krenitsky 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.

Sandra A. Wargo
Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Sandra A. Wargo, Notary Public
Cranberry Twp., Butler County
My Commission Expires June 17, 2014
Member, Pennsylvania Association of Notaries

Mail To: Donald P. Graham, Esquire
Dillon McCandless King Coulter & Graham L.L.P.
800 Cranberry Woods Drive, Suite 100
Cranberry Township, PA 16066

NINTH AMENDED DECLARATION OF CONDOMINIUM

This is the Ninth Amended Declaration of Condominium of Fairways at Krendale Condominium as of 16 August, 2010, 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 Aug 16, 2010 and recorded at Instrument No. 201008240018817; and

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

WHEREAS, the Declarant wishes to convert a portion of the convertible real estate to condominium units; 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 "E" 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 "C" attached hereto which is referred to herein as "Withdrawn Real Estate".

NOW, THEREFORE, Declarant hereby files this Ninth 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 Declarant hereby converts the area surrounding Units 1301, 1305, 2301 and 2305 as shown on the revised plats and plans which are attached hereto as Exhibit "A" and incorporated herein.
2. The attached Exhibit "A" shall be considered revisions to as well as additions to the original plats and plans filed as part of the Declaration of Condominium.

DUPLICATE

Instr: 201008240018818
 Pages: 5 F: \$20.50
 Michele Mustello
 Butler County Recorder
 8/24/2010 11:30AM
 T20100017296
 MLDILLON M

3. The Declarant shall construct one (1) building consisting of four (4) units on the real estate converted by this Ninth Amended Declaration of Condominium. The unit is described in the original Declaration of Condominium.

4. The units shall be designated as Units 1301, 1305, 2301 and 2305 inclusive and the revised percentage interests are shown on Exhibit "B" which is attached hereto and incorporated herein.

5. The units shall have a porch which shall be a limited common element and shall also have such other limited common elements as are described in the original Declaration.

6. Declarant hereby withdraws the 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 Condominium declares that the same shall no longer be a part of the Condominium or of the property.

7. 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 16 day of August 2010.

ATTEST:

KATE, INC.

Judith A. Krenitsky

By: Joseph P. Krenitsky
Name: Joseph P. Krenitsky
Title: President

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA

:
: S.S.
:

COUNTY OF Butler

On this the 16th day of August, 2010 before me, a Notary Public, the undersigned officer, personally appeared JOSEPH P. KRENITSKY 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.

Sandra A. Wargo
Notary Public

My Commission Expires:

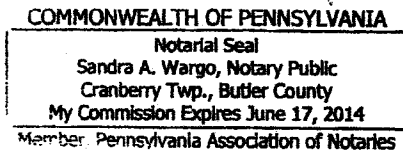


EXHIBIT "A"

Plats and Plans recorded in the Recorder of Deeds Office in Plan Book Volume 321,
page 20-22

EXHIBIT "B"

SCHEDULE OF UNIT IDENTIFYING NUMBERS AND PERCENTAGE RENTS

Building I-1

Unit	202	2.08%
Unit	204	2.08%
Unit	206	2.08%
Unit	208	2.08%

Building I-2

Unit	402	2.08%
Unit	404	2.08%
Unit	406	2.08%
Unit	408	2.08%

Building I-3

Unit	602	2.08%
Unit	604	2.08%
Unit	606	2.08%
Unit	608	2.08%

Building I-4

Unit	802	2.08%
Unit	804	2.08%
Unit	806	2.08%
Unit	808	2.08%

Building I-5

Unit	1002	2.08%
Unit	1004	2.08%
Unit	1006	2.08%
Unit	1008	2.08%

Building I-6

Unit	1202	2.08%
Unit	1204	2.08%
Unit	1206	2.08%
Unit	1208	2.08%

Building I-7

Unit	1402	2.08%
Unit	1404	2.08%
Unit	1406	2.08%
Unit	1408	2.08%

Building I-8

Unit	705	2.08%
Unit	707	2.08%
Unit	3701	2.08%
Unit	3705	2.08%

Building I-9

Unit	901	2.08%
Unit	903	2.08%
Unit	905	2.08%
Unit	907	2.08%

Building I-10

Unit	1101	2.08%
Unit	1103	2.08%
Unit	1105	2.08%
Unit	1107	2.08%

Building II-3

Unit	1602	2.08%
Unit	1604	2.08%
Unit	1606	2.08%
Unit	1608	2.08%

Building II-5

Unit	1301	2.08%
Unit	1305	2.08%
Unit	2301	2.08%
Unit	2305	2.08%

EXHIBIT "C"

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 Lot No. 1 in the Property Subdivision for Kate, Inc. recorded May 16, 2008 in the Recorder of Deeds Office of Butler County, in Plan Book Volume 307, Page 32 and being more particularly described as follows:

BEGINNING at a point on the northwest corner of the within described tract said point being on the eastern edge of Benbrook Road (S.R. 3007) and the dividing line of the property with Krendale Golf Course, Inc.; thence along the easterly right of way line of Benbrook Road south 3° 36' 30" west a distance of 205.004 feet to a point; thence along other lands of Kate, Inc. that has been submitted to a Declaration of Condominium for Fairways at Krendale Condominium the following courses and distances: south 88° 25' 3" east a distance of 250.00 feet to a point; thence north 3° 36' 30" east a distance of 126.180 feet to a point; thence north 86° 25' 3" west a distance of 135.605 feet to a point; thence south 48° 40' 00" west a distance of 30.00 feet to a point; thence north 86° 23' 30" west a distance of 14.956 feet to a point; thence north 3° 36' 30" east a distance of 100 feet to a point on the property now or formerly of Krendale Golf Course, Inc.; thence along the property now or formerly of Krendale Golf Course, Inc. north 86° 25' 3" west a distance 90 to a point also the place of beginning.

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

L:\DonKrenitsky\Krenitsky\Fairways at Krendale\10th Amended Declaration.doc

Instr: 201102090003952 02/09/2011
 Pages: 6 F: \$24.50 1:59PM
 Michele Mustella T20110004864
 Butler County Recorder MLDILLON M



TENTH AMENDED DECLARATION OF CONDOMINIUM

This is the Tenth Amended Declaration of Condominium of Fairways at Krendale Condominium as of January 26, 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

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

WHEREAS, the Declarant wishes to convert a portion of the convertible real estate to condominium units; 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 "E" 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 "C" attached hereto which is referred to herein as "Withdrawn Real Estate".

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

1. The Declarant hereby converts the area surrounding Units 1802, 1804, 1806 and 1808 as shown on the revised plats and plans which are attached hereto as Exhibit "A" and incorporated herein.

L:\Don\Krenitsky\Krenitsky\Fairways at Krendale\10th Amended Declaration.doc

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

3. The Declarant shall construct one (1) building consisting of four (4) units on the real estate converted by this Tenth Amended Declaration of Condominium. The unit is described in the original Declaration of Condominium.

4. The units shall be designated as Units 1802, 1804, 1806 and 1808 inclusive and the revised percentage interests are shown on Exhibit "B" which is attached hereto and incorporated herein.

5. The units shall have a porch which shall be a limited common element and shall also have such other limited common elements as are described in the original Declaration.

6. Declarant hereby withdraws the 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 Condominium declares that the same shall no longer be a part of the Condominium or of the property.

7. 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 26th day of January 2011.

ATTEST:

KATE, INC.

Joseph P. Krenitsky

By: Joseph P. Krenitsky
Name: Joseph P. Krenitsky
Title: Pres.

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA

:
:
: S.S.
:

COUNTY OF Butler

On this the 26th day of January, 2011 before me, a Notary Public, the undersigned officer, personally appeared Joseph P. Krenitsky 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.

Sandra A. Wargo
Notary Public

My Commission Expires:

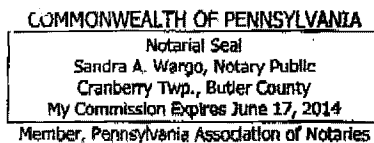


EXHIBIT "A"

Plats and Plans recorded in the Recorder of Deeds Office in Plan Book Volume 323
page 22-24

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

<u>Building I-1</u>			<u>Building I-2</u>		
Unit	202	1.92%	Unit	402	1.92%
Unit	204	1.92%	Unit	404	1.92%
Unit	206	1.92%	Unit	406	1.92%
Unit	208	1.92%	Unit	408	1.92%
 <u>Building I-3</u>			 <u>Building I-4</u>		
Unit	602	1.92%	Unit	802	1.92%
Unit	604	1.92%	Unit	804	1.92%
Unit	606	1.92%	Unit	806	1.92%
Unit	608	1.92%	Unit	808	1.92%
 <u>Building I-5</u>			 <u>Building I-6</u>		
Unit	1002	1.92%	Unit	1202	1.92%
Unit	1004	1.92%	Unit	1204	1.92%
Unit	1006	1.92%	Unit	1206	1.92%
Unit	1008	1.92%	Unit	1208	1.92%
 <u>Building I-7</u>			 <u>Building I-8</u>		
Unit	1402	1.92%	Unit	705	1.92%
Unit	1404	1.92%	Unit	707	1.92%
Unit	1406	1.92%	Unit	3701	1.92%
Unit	1408	1.92%	Unit	3705	1.92%
 <u>Building I-9</u>			 <u>Building I-10</u>		
Unit	901	1.92%	Unit	1101	1.92%
Unit	903	1.92%	Unit	1103	1.92%
Unit	905	1.92%	Unit	1105	1.92%
Unit	907	1.92%	Unit	1107	1.92%
 <u>Building II-3</u>			 <u>Building II-4</u>		
Unit	1602	1.92%	Unit	1802	1.92%
Unit	1604	1.92%	Unit	1804	1.92%
Unit	1606	1.92%	Unit	1806	1.92%
Unit	1608	1.92%	Unit	1808	1.92%

L:\DonKrenitsky\Krenitsky\Fairways at Krendale\10th Amended Declaration.doc

Building II-5

Unit	1301	1.92%
Unit	1305	1.92%
Unit	2301	1.92%
Unit	2305	1.92%

EXHIBIT "C"**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 Lot No. 1 in the Property Subdivision for Kate, Inc. recorded May 16, 2008 in the Recorder of Deeds Office of Butler County, in Plan Book Volume 307, Page 32 and being more particularly described as follows:

BEGINNING at a point on the northwest corner of the within described tract said point being on the eastern edge of Benbrook Road (S.R. 3007) and the dividing line of the property with Krendale Golf Course, Inc.; thence along the easterly right of way line of Benbrook Road south 3° 36' 30" west a distance of 205.004 feet to a point; thence along other lands of Kate, Inc. that has been submitted to a Declaration of Condominium for Fairways at Krendale Condominium the following courses and distances: south 88° 25' 3" east a distance of 250.00 feet to a point; thence north 3° 36' 30" east a distance of 126.180 feet to a point; thence north 86° 25' 3" west a distance of 135.605 feet to a point; thence south 48° 40' 00" west a distance of 30.00 feet to a point; thence north 86° 23' 30" west a distance of 14.956 feet to a point; thence north 3° 36' 30" east a distance of 100 feet to a point on the property now or formerly of Krendale Golf Course, Inc.; thence along the property now or formerly of Krendale Golf Course, Inc. north 86° 25' 3" west a distance 90 to a point also the place of beginning.



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

Michelle M. Mustello
Michelle M. Mustello - Recorder of Deeds

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

ELEVENTH AMENDED DECLARATION OF CONDOMINIUM

This is the Eleventh Amended Declaration of Condominium of Fairways at Krendale Condominium as of December 29, 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 "E" 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 "B" 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 "B" attached hereto and incorporated herein, including all the improvements erected thereon from the provisions of the Act and from the

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 27 day of December 2011.

ATTEST:

KATE, INC.

Joseph P. Krenitsky

By: Joseph P. Krenitsky
Name: Joseph Krenitsky
Title: President

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA

:
: S.S.
:

COUNTY OF Butler

On this the 27 day of Dec., 2011 before me, a Notary Public, the undersigned officer, personally appeared Joseph P. Krenitsky 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.

Robert J. White
Notary Public

My Commission Expires: 9-12-14

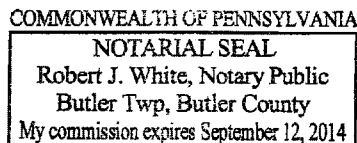


EXHIBIT "A"

EXHIBIT "B"

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.

Recorded 4/3/12
Plots & Plans
Book Volume 327
Page # 39-40

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