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Michele Mustello

Butler County Recorder PA

11/20/2020 9:07 AM

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AGREEMENT OF MERGER

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

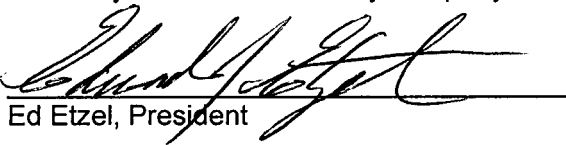
B. The Surviving Condominium shall succeed to and possess all of the assets, rights, privileges, immunities, powers, purposes and franchise and shall be subject to all of the obligations, restrictions and liability of CG III, all without further act or deed and as more fully set forth under Section 3223(a)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

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

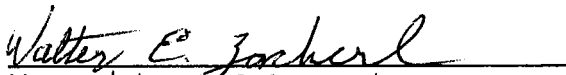
8. **Name of the Surviving Condominium.** Upon the Effective Date, the name of the Surviving Condominium shall be Chestnut Grove II Condominium Association.

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

E & E Chestnut Developers LLC
a Pennsylvania limited liability company

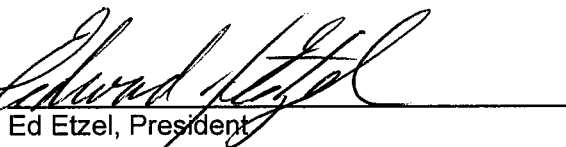
By: 
Ed Etzel, President

Chestnut Grove II Condominium Association

By: 
Name: Walter E Zacherl
Title: PRESIDENT

Chestnut Grove III Condominium Association

By: E & E Chestnut Developers LLC, Declarant


By: 
Ed Etzel, President

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF Butler)

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

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

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

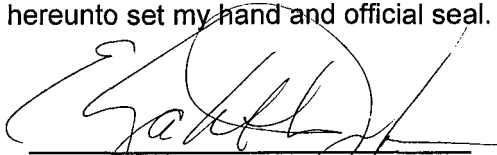


Notary Public
My commission expires: 12-5-23

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

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

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



Notary Public
My Commission Expires:


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

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF Butler)

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

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

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



Notary Public
My commission expires: 12-5-23



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


Michele M. Mustello - Recorder of Deeds

EXHIBIT "A"

SCHEDULE OF UNIT IDENTIFYING NUMBERS
AND PERCENTAGE INTERESTS

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

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

Unit 571 0.847%
Unit 572 0.847%

Unit 581 0.847%
Unit 582 0.847%

Unit 601 0.847%
Unit 602 0.847%

*This percentage interest or undivided interest is based on the Declaration of Condominium and any amendments. If units are created by the Declarant on the Convertible Real Estate, then this percentage interest will be adjusted downward in accordance with Article II, Section 2.1, of the Declaration.

MAIL TO:

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