

MAINTENANCE AGREEMENT

This Agreement is made and entered into this 31st day of December , 2016, by and between the Summit Ridge Condominium Homeowners Association, a Pennsylvania nonprofit corporation having an address of PO Box 779, Wexford, PA 15090, hereinafter "Association",

A N D

A. Richard Nernberg and Susan Nernberg, d/b/a A.R. Building Company d/b/a Summit Ridge having a principal place of business of 310 Seven Fields Boulevard, Suite 350, Seven Fields, PA 16046, hereinafter "Owners".

WITNESSETH, Owners, on or about April 23, 2004, submitted a Declaration of Condominiums recorded in the Allegheny County Department of Court Records at document number 2004-12634 for real estate located in the Township of Collier, County of Allegheny, Commonwealth of Pennsylvania, to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. §3101 et seq. thereby creating a flexible condominium to be known as the Summit Ridge Condominiums;

WHEREAS said Declaration of Condominium has been amended from time to time as is set forth in the Allegheny County Department of Court Records;

WHEREAS, the Association is the entity granted the authority to act on behalf of and for the benefit of the unit owners of the Summit Ridge Condominiums;

WHEREAS, the Summit Ridge Condominiums consist of approximately 142 residential units;

WHEREAS, Owners own approximately 93 rental units located adjacent to the Summit Ridge Condominium units;

WHEREAS, the Association is charged with the duty to maintain the Common Elements as set forth in the Uniform Condominium Act as codified at 68 Pa C.S. §3101 et seq;

WHEREAS, the cost to maintain the Common Elements within the Summit Ridge Condominiums is to be allocated between the Unit Owners as set forth in the April 23, 2004 Declaration of Condominiums, as amended;

WHEREAS, Owners receive a benefit via their tenants' use of certain Common Elements contained within and/or upon the Summit Ridge Condominiums;

WHEREAS, Owners and the Association acknowledge and agree that funds are required to repair and maintain the Common Elements;

WHEREAS, Owners and the Association acknowledge and agree that it is in their best financial interest to mutually agree to share and allocate the cost of repairing and maintaining certain Common Elements.

NOW, THEREFORE, in consideration of the foregoing, for good and valuable consideration, and with the intent to be legally bound, the parties hereto agree as follows:

1. "Act" shall mean the Uniform Condominium Act codified at 68 Pa C.S. §3101 et seq.
2. "Common Elements" shall have the meaning assigned to it by §3103 of the Act.
3. "Maintained Items" shall mean the Common Elements' entranceways into the Summit Ridge Condominiums and that grant ingress and egress to Owners' approximately 93 rental units AND the storm water management facility, including but not limited to storm water retention ponds that have been approved and that are set forth in the finally approved January 28, 2000 as revised, August 25, 2000 Site Plan for A. R. Building Co. situate in

Collier Township, Allegheny County, Pennsylvania –Record No. 02-67010. (As identified on Exhibit A as D-1, D-2 and D-3) The Storm Water Retention Facility does not include Unit Owners', as the term Unit Owners is defined in §3103 of Act, individual connections to the storm water management system.

4. "Repair" and "Maintain" shall include, but not be limited to, the repair, installation and replacement of lights, installation, repair and replacement of water or sanitary sewer lines or utility lines, repair of storm damage, the installation, repair and replacement of any curb, the planting, trimming and maintaining of any shrubbery or foliage, the cutting and removal of any grass, the placement of any mulch, the landscaping of any entranceway, or any act required by any governmental agency to bring the Maintained Items in compliance with any regulation, ordinance, statute or law.

5. The Association shall be responsible for repairing and maintaining the Maintained Items.

6. Owners and the Association agree that the costs of repairing and maintaining the Maintained Items shall be shared and allocated between Owners and the Association as follows:

A. The Association shall be responsible for sixty (60%) percent of the cost to maintain the Maintained Items. Said sixty (60%) percent is determined as follows:

142 Summit Ridge Condominium Units divided by the total number of Summit Ridge Condominium Units (142) and Owners' Rental Units (93).

B. Owners shall be responsible for forty (40%) percent of the cost to maintain the Maintenance Items. Said forty (40%) percent is determined as follows:

93 Owners' Units divided by the total number of Summit Ridge

Condominium Units (142) and Owners' Rental Units (93).

7. Owners' and the Association's allocated shares of the costs shall be recomputed from time to time as the number of rental units adjacent to the Summit Ridge Condominiums and the number of units contained within the Summit Ridge Condominiums shall increase or decrease.

8. With respect to repairs and maintenance of Maintained Items that are less than \$5,000.00 and that are performed by the Association, the Association, within thirty (30) days after payment of the cost to repair and maintain the Maintained Items, shall remit to Owners via U.S. Mail an itemized invoice setting forth the costs and proof of payment of the costs.

9. Owners shall remit to the Association within thirty (30) days of Owners' receipt of the itemized invoice and proof of payment, Owners' allocated share of the costs to repair and maintain the Maintained Items as determined in paragraph 6 of this Agreement.

10. With respect to repairs and maintenance of Maintained Items that will exceed \$5,000.00:

A. The Association shall within forty-five (45) days prior to the commencement of the repairs and maintenance advise Owners in writing of the repair, maintenance and the anticipated cost;

B. The Association and Owners shall within fifteen days of Owners' receipt of the writing meet, confer and in good faith to determine the necessity of the repairs and maintenance.

C. When it is determined by the Association and Owners that the repair and maintenance is required, the Association shall cause the repairs and maintenance to be performed.

D. Within thirty (30) days after the payment of the cost to repair and maintain the Maintained Items, the Association shall remit to Owners via U.S. Mail an itemized invoice for the costs to repair and maintain the Maintained Items with proof of payment.

E. Owners shall remit to the Association within thirty (30) days of their receipt of the itemized invoice and proof of payment, its payment for its allocated share of the costs to repair and maintain as determined in paragraph 6 of this Agreement.

F. In the event the Association and Owners cannot agree that the repair and maintenance exceeding \$5,000.00 is necessary, the Association and Owners agree that the Association may make the repairs and thereafter commence an action with the Court of Common Pleas of Allegheny County, Pennsylvania to obtain a judicial determination as to the appropriate amount, if any, of Owners' obligation to pay the Association for its allocated share of the costs to repair and to maintain.

11. In the event that any governmental entity shall require any improvements to be made to the Maintained Items as a condition to the granting of any permit necessary for the Association to perform any such work, the cost to obtain said permit shall be allocated between the Association and Owners pursuant to the percentages set forth.

12. All documents required to be sent to the parties of this Agreement shall be sent via U.S. Mail to the following:

On behalf of the Association:

Community Management Group, Inc.
PO Box 779
Wexford, PA 15090

On behalf of Owners:

A.R. Building Co.
310 Seven Fields Boulevard, Suite 350
Seven Fields, PA 16046

13. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

14. This Agreement shall be construed, interpreted and applied in accordance with the laws of the Commonwealth of Pennsylvania.

15. This Agreement shall last for a period of five (5) years from the date of the execution of the same.

16. This Agreement will automatically renew every five (5) years unless a party hereto within 180 days prior to the termination of the Agreement provides written notice that the within Agreement shall not be renewed.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, cause this Agreement to be duly executed on the day and year first above written.

WITNESS:

A.M. Provenza

[Signature]

A. Richard Nernberg

A.M. Provenza

[Signature]

Susan Nernberg

Summit Ridge Condominium
Homeowners Association, Inc.

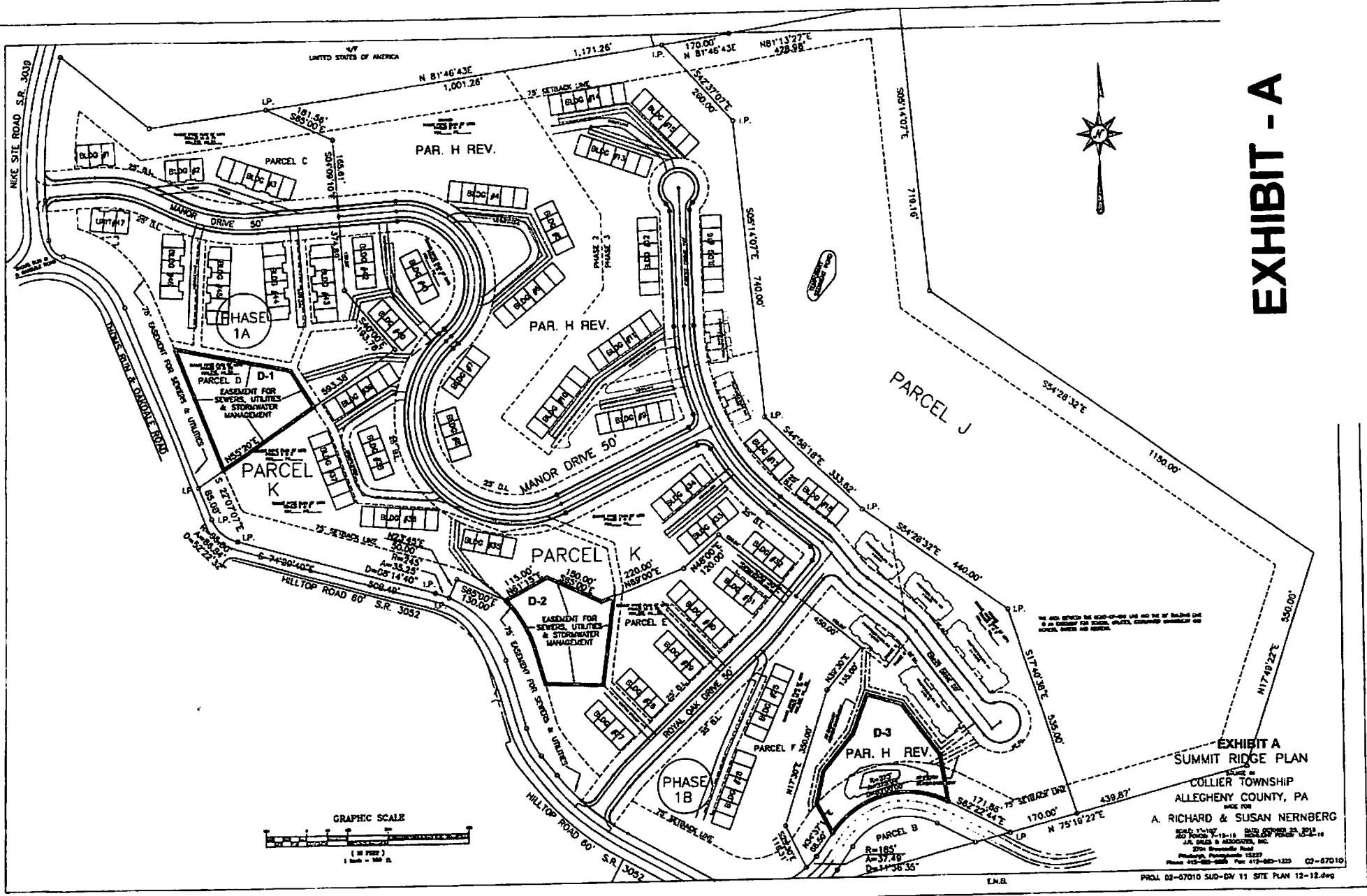
[Signature]

BY:

[Signature]

Matthew Shipton
President

EXHIBIT - A



THIS PLAN SHOWS THE PROPOSED USE AND BE OF RECORD USE
 AS AN EASEMENT FOR SEWERS, UTILITIES, STORMWATER MANAGEMENT AND
 OTHER UTILITIES AND SERVICES.

EXHIBIT A
SUMMIT RIDGE PLAN
 SITES IN
 COLLIER TOWNSHIP
 ALLEGHENY COUNTY, PA
 MADE FOR
A. RICHARD & SUSAN NERNBERG
 2007-2010
 J.A. DAVIS & ASSOCIATES, INC.
 2701 Braddock Road
 Pittsburgh, Pennsylvania 15227
 Phone: 412-682-2222 Fax: 412-682-1222 CD-67010
 PROJ. 03-67010 SUB-DV 11 SITE PLAN 12-12.dwg

E.N.B.

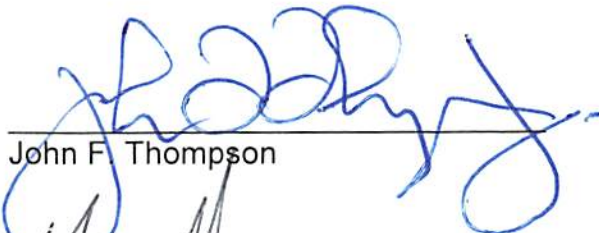
**CORPORATE ACTION BY CONSENT OF THE
BOARD OF DIRECTORS
OF**

THE SUMMIT RIDGE CONDOMINIUM ASSOCIATION, INC.

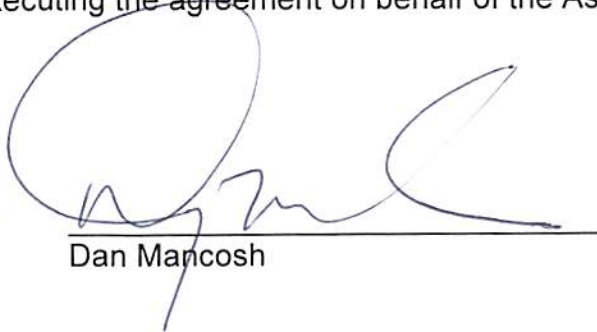
As permitted by law, the undersigned Directors, being all of the Directors of the above corporation, unanimously adopt the following corporate action without a meeting.

SHARED MAINTENANCE AGREEMENT WITH AR BUILDING COMPANY: The Board of Directors hereby authorizes a shared maintenance agreement be executed between the Summit Ridge Condominium Homeowners Association and A. Richard Nernberg and Susan Nernberg, d/b/a A.R Building Company (Copy of the agreement is attached).

The Board President, Matthew Shipton, is authorized to take any actions necessary to fulfill this request, including but not limited to; executing the agreement on behalf of the Association or any other documents necessary.



John F. Thompson



Dan Mancosh



Matthew Shipton



Ruth Graham



Jason Kambitsis

Action Dated: December 31, 2016