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Michele Mustello

Butler County Recorder PA

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I hereby CERTIFY  
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Pennsylvania

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

**DECLARATION**

**FOR**

**AUTUMN WOODS, A CONDOMINIUM**

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## DECLARATION OF CONDOMINIUM

for

AUTUMN WOODS

### ARTICLE I

#### SUBMISSION: DEFINED TERMS

1.1. Declarant; Property; County; Name. **WINMER PROPERTIES, LP**, a Pennsylvania limited partnership (the “Declarant”), hereby submits the real estate described in **Exhibit “A”** attached hereto (the “Real Estate”) located in the Township of Butler, Butler County, Pennsylvania, less such portions of the Withdrawable Real Estate (as defined below) as may be withdrawn, including all easements, rights and appurtenances thereunto belonging and the buildings and improvements erected or to be erected thereon, excluding, excepting, and reserving therefrom and thereout all minerals, gas, methane, oil, and and/or byproducts thereof within and underlying the land (including all strata) together with necessary and reasonable rights to develop, extract, and market the same, as the same have either been severed from the surface interest, or are reserved to the Declarant and are not included in the Condominium (collectively, the “Property”) to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa.C.S.A. §§3101 et. seq., as amended (the “Act”), and hereby creates with respect to the Property a condominium, to be known as **AUTUMN WOODS** (the “Condominium”). Initially, it is contemplated that, if all phases are created, there will be ninety-two (92) Units created, as shown on the Plats and Plans.

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

1.3. Defined Terms.

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

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

a. “Approved Builder” shall mean any person or entity improving the Condominium, only as set forth in Article 5.1(h) of this Declaration.

b. “Adjacent Parcel” shall mean that certain parcel of real property located adjacent to the Property and designated by the Assessment Department of Butler County, PA as parcel identification number 054-33-C18-0000.

c. “Affiliate” shall mean any persons or entity that, directly, or indirectly, controls, is controlled by or is under common control with, the Declarant.

d. “Building” means the vertical construction containing any Unit located on the Property.

e. “Common Area Sidewalks” means all sidewalks located within the Common Elements, including sidewalks along streets and the trail in the development.

f. “Common Elements” means all portions of the Property except the Units.

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

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

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

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

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

(v) taxes paid by the Condominium Association;

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

h. “Common Stormwater Management Facilities” means all stormwater detention/retention facilities, storm sewers and related appurtenances located within the Common Elements; the construction, operation and maintenance of which must comply with the applicable Township ordinances, the Township approved plans for the Condominium and the Stormwater Operations and Maintenance Agreement executed between the Township and the Declarant. Notwithstanding anything to the contrary, this definition shall not be amended without the Township's prior written consent.

i. “Condominium Association” means the Unit Owners’ association of the Condominium, a nonprofit corporation, which shall be known as the **“AUTUMN WOODS, A CONDOMINIUM ASSOCIATION”**.

j. “Condominium” means the Condominium described in Section 1.1 above.

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

l. “Declarant” means the Declarant described in Section 1.1 above and all successors to any Special Declarant Rights.

m. “Declaration” means this document, as the same may be amended from time to time.

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

o. “Eligible Mortgagee” means the holder, guarantor or insurer of an Eligible Mortgage.

p. “Executive Board” means the Executive Board of the Condominium Association.

q. “General Common Expenses” means all Common Expenses excluding Limited Expenses.

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

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

t. “Owner Affiliate” means the titled owner of the Adjacent Parcel who is an Affiliate.

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

v. “Phase I” shall mean twelve (12) units designated as Unit Numbers 2101, 2102, 2103, 2104, 2201, 2202, 2203, 2204, 2301, 2302, 2303, and 2304 as described on **Exhibit “B”** attached hereto and incorporated herein.

w. “Plats and Plans” means the Plats and Plans to be recorded in the office of Recorder of Deeds of Butler County, Pennsylvania as the same may be amended from time to time, which are hereby incorporated herein as **Exhibit “D”**.

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

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

z. "Residential Project" means any improvements of any form and/or structure, including, but not limited to, condominiums, single family dwellings, planned communities, duplexes, apartments and multi-family dwellings, the primary use of which is residential use.

aa. "Township" means the Township of Butler, located in Butler County, Pennsylvania. Notwithstanding anything to the contrary, this definition shall not be amended without the Township's prior written consent.

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

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

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

## **ARTICLE II**

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

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

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

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

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

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

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

(i) Upper Boundary. The plane of the lower surface of the finished ceiling material of the Unit.

(ii) Lower Boundary. The plane of the lower surface of the finished floor material of the Unit.

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

c. Unit Contents. Units shall also consist of:

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

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

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

(iv) The front stoop, the Unit sidewalks from the front entrance of each Unit to the driveway, the side and/or rear patios, including any improvements thereto, decking, and any approved fencing appurtenant to the Unit. Due to changes in grade, the configuration of patios and/or decking may vary by Unit. Irrespective

of the configuration of patios and/or decking, the cost of maintenance of each patio and/or decking shall be the responsibility of the Owner of the Unit to which said patio and/or decking is appurtenant. See Section 2.7(c) below for further details.

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

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

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

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

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

a. All other apparatus, equipment, and installations existing for the common use of the Units and/or Unit Owners of the Condominium, including, but not limited to, streets (unless and until dedicated to and accepted by the Township), landscaping, common area sidewalks, streetlights, entrance monuments, and mailboxes. This includes the Common Storm Water Management Facilities unless and until dedicated to and accepted by the Township or a municipal authority responsible for the operation and maintenance of stormwater management facilities in the Township.

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

c. Transfer of Common Elements. In the event the Executive Board proposes to transfer ownership, control, or maintenance of any Common Element or the Township desires to assume maintenance of any Common Element, the Executive Board shall give at least thirty (30) days' written notice to all Unit Owners of the proposed transfer of ownership, control or maintenance.

2.7. Maintenance Responsibilities.

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

b. Specific Condominium Association Maintenance Responsibilities. Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary descriptions, the Units and Common Elements shall be maintained and repaired by each Unit Owner and by the Condominium Association respectively in accordance with the provisions of Section 3307 of the Act, except as expressly set forth to the contrary herein. The Condominium Association may provide for Condominium Association maintenance of Unit components where such items involve matters of concern related to the general health, safety, and welfare of all occupants of the Condominium and may promulgate guidelines governing the division of maintenance and repair responsibilities between the Unit Owner and the Condominium Association. The Condominium Association will perform:

(i) maintenance, repair, replacement, and snow removal from all Unit driveways and Unit sidewalks to the front entrance door of each Unit and the costs will be charged as a Common Expense even though they are Limited Common Elements or part of the Unit;

(ii) landscape maintenance of the Common Elements, which may include spring cleanup/mulching, grass cutting, lawn fertilization, fall aerification, plant replacement (on lot and street);

(iii) general maintenance and repair (but not replacement) of the following portions of the Units, which shall be charged as a Limited Common

Expense to the appurtenant Units: exterior surfaces of exterior walls, exterior surfaces of entryway doors, and garage doors;

(iv) replacement of roofs of Unit Buildings, which shall be charged as a Limited Common Expense to the appurtenant Units;

(v) maintenance, repair and replacement of sanitary sewers lines not contained within Unit nor installed within dedicated utility easements or public street rights of way;

(vi) maintenance, repair, and replacement of Common Stormwater Management Facilities unless or until such facilities are dedicated to and accepted by the Township or a municipal authority responsible for the operation and maintenance of stormwater facilities in the Township;

(vii) maintenance, repair, and replacement of Common Area Sidewalks, including snow removal; and

(viii) maintenance, repair, and replacement of streets and roadways located on the Property (including snow removal) unless or until such streets and roadways are dedicated to and accepted by the Township.

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

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

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

2.10. Third-Party Beneficiary. Notwithstanding anything to the contrary, the Township is a third-party beneficiary of the covenants contained in this Declaration with respect to the obligation to maintain all Common Elements that are related to Township permits, approvals, and ordinances (including, but not limited to, Common Stormwater Management Facilities), and the

Township shall have the right to access these Common Elements in the event that any Owner or the Association does not maintain and repair them, the right to undertake the required maintenance and repairs, and the right to assess the Owners and the Association for the costs and expenses thereby incurred by the Township, with the assessments to be placed on the applicable Units and Owners as liens in accordance with Section 3319 of the Act in the event such costs are not reimbursed by the Association and/or Owners. Further, the Township shall have all rights of the Declarant granted by this Declaration for Township actions taken under this Section, including, but not limited to, rights related to assessments (Article IX) and enforcement (Article IX). This Section shall not be amended without the Township's written consent.

2.11 Shared Use Agreement. A portion of the Convertible Real Estate may be converted to a pool and clubhouse, which shall be Common Elements (collectively referred to as "Shared Elements") owned by the Association. In the event the Declarant or any Owner Affiliate, whichever is applicable, is the titled owner of the Adjacent Parcel and receives approval from the Township (whether preliminary or final) permitting the development of the Adjacent Parcel as a Residential Project (regardless of whether such approval is conditioned), the Declarant or the Association (whichever is applicable) at the request of the Declarant or any Owner Affiliate (to the extent such Declarant or such Owner Affiliate, whichever is applicable, elects to make such request, which shall be determined in its sole and absolute discretion) shall enter into a shared use agreement ("Shared Use Agreement"), for the shared use of the Shared Elements (to the extent such Shared Elements exist) by the Condominium and Adjacent Parcel. The form of the Shared Use Agreement shall be substantially in the form attached hereto and incorporated herein as **Exhibit "G"**. The allocation of costs for the maintenance, repair and replacement of the Shared Elements shall be calculated pro rata based upon the number of Units in the Condominium and the number of units and/or single family dwellings, whichever is applicable, located within the Residential Project. To the extent executed, the Shared Use Agreement shall be recorded with the official property records of Butler County, PA

### ARTICLE III

#### LIMITED AND RESERVED COMMON ELEMENTS

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

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

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

#### ARTICLE IV

#### EASEMENTS

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

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

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

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

c. Declarant's Easement to Correct Drainage. Declarant reserves an easement in favor of itself and the Condominium Association, on, over and under those portions of the Common Elements not located within a Building for the purpose of maintaining and correcting drainage of surface water in order to maintain reasonable standards of health, safety, and appearance. The easement created by this Section expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, or to take any other action reasonably necessary to achieve this purpose, following which the Declarant shall restore the affected property as closely to its original condition as practicable.

d. Construction Easement. Until the expiration of seven (7) years after the

date of recording hereof, as may be extended by law, the Declarant shall have an easement through the Units and the Common Elements for access or any other purpose necessary to complete any renovations or work to be performed by the Declarant.

e. Stormwater Easement. Any stormwater-related easement(s) as shown on the Township approved Final Plan and those easements created by the Operation and Maintenance (O&M) Agreement Stormwater Management Best Management Practices (SWM BMPs) dated August 30, 2021 executed between the Township and the Declarant recorded in the Recorder's Office of Butler County, Pennsylvania, on August 30, 2021, at Instrument No. 2021083000024812.

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

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

4.5. Easement for Access to Common Elements. Declarant, on its behalf and on behalf of its successors and assigns, reserves a non-exclusive perpetual right of access and easement on, over and under those portions of the Common Elements for the purpose of pedestrian and vehicular ingress, egress, and regress to and from all or any part of the Condominium, including the right to modify the location of improvements to the Common Elements to facilitate such ingress, egress, and regress, including without limitation the removal

of obstructions to the exercise of such rights of ingress, egress, and regress, and the grading or re-grading of landscaped areas of the Common Elements.

4.6 Easements Shown on Recorded Plans. The Property is subject to any easements and licenses shown on or created by the recorded Plans.

4.7 Stormwater Management. All owners of a Unit in the Condominium shall take title to such Unit subject to the Operation and Maintenance (O&M) Agreement Stormwater Management Best Practices (SWM BMPs) dated August 30, 2021 by and between Winner Properties LP, a Pennsylvania limited partnership and Butler County, a municipal corporation recorded with the Butler County Recorder's Office at Instrument Number 202108300024812 ("Operation and Maintenance Agreement"), any amendments thereto, and any subsequent agreements governing the management of the stormwater facilities located in the Condominium.

## ARTICLE V

### USE RESTRICTIONS

5.1. Use and Occupancy of Units and Common Elements. The occupancy and use of the Units and Common Elements shall be subject to the following restrictions:

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

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

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

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

e. Animals. No animals of any kind shall be raised, bred or kept in the Condominium, except as specifically authorized by the Rules and Regulations adopted from time to time by the Executive Board. All animals must be kept leashed when outside the Units. No animals shall be left unattended in yards, runs, kennels or patio areas.

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

g. Insurance. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Property, or contents thereof, without the prior written consent of the Executive Board, which consent may be conditioned upon the Unit Owner of such Unit being required to bear the full amount of such increase. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will violate any law, statute, ordinance, or regulation of any governmental body or which will result in the cancellation of any insurance maintained by the Executive Board. No waste shall be permitted in the Common Elements.

h. Approved Builders. Only builders who have been approved in writing by the Declarant ("Approved Builders") are permitted to construct dwellings on Units or make other improvements on Units or within the Condominium. Initially the only Approved Builder is the Declarant.

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

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

k. Signs.

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

such signs as may be required by a legal proceeding. Such sign or notice may be placed on a Unit but not on the Common Elements. The Executive Board may summarily cause all unauthorized signs to be removed or destroyed.

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

l. Structural Changes. No Unit Owner shall make or permit any addition, alteration, or improvement to his Unit which could or might affect the structural integrity of the Building.

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

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

o. Sanitary Connection. For all units in the condominium prior to occupation of the unit that:

(i) The unit must connect to the sanitary sewer system;

(ii) Sanitary manholes and Inspection Tees installed within the condominium community have not been or may not be covered or buried without the express written approval of the Authority.

(iii) Inspection tees have been or shall be completed to grade in accordance with Authority Rules and Regulations, BASA Drawing Nos 8 and 14; and

(iv) Service lateral clean-outs and vented traps have been or shall be installed in accordance with Authority Rules and Regulations, BASA Drawing No. 13.

5.2. Additions, Alterations or Improvements to Units. No Unit Owner shall make or

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

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

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

## ARTICLE VI

### MORTGAGES

6.1. Mortgages. A Unit Owner may voluntarily encumber or subject his Unit to a mortgage lien. There are no restrictions imposed hereby on the right of a Unit Owner to mortgage his Unit. However, a mortgagee shall have no right to: (a) participate in the adjustment of losses with insurers or in the decision as to whether or not repair or restore damage to or destruction of the Property; (b) receive or apply the proceeds of insurance to the reduction of the

mortgage debt or otherwise, except in the event and to the extent of a distribution thereof to Unit Owners pursuant to Section 3312 of the Act; or (c) accelerate the mortgage debt or to have any other remedies by virtue of waste or alleged waste or other conditions occurring anywhere on the Property other than within the affected Unit, and the obligation secured shall be repayable, without penalty, upon any termination of the Condominium. No mortgagee, as the term is defined in this Declaration, will be considered a Unit Owner by reason of holding such mortgage but only in the event legal title is, in fact, vested in such mortgagee.

6.2. Eligible Mortgagee.

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

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

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

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

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

**ARTICLE VII**

**RIGHTS OF MORTGAGEES**

7.1. Rights of Eligible Mortgagees. An Eligible Mortgagee (which by definition includes the insurers or guarantors thereof) shall, upon written request to the Executive Board, which request shall state the name and address of such mortgagee, insurer or guarantor, be entitled to timely written notice of:

- a. Any proposed amendment of the Declaration effecting a change in: (i) the boundaries of any Unit or the exclusive Limited Common Elements appertaining thereto; (ii) the interests in the Common Elements or Limited Common Elements appertaining to any Unit; (iii) the liability for Common Expenses appertaining to any Unit; (iv) the number of votes in the Condominium Association appertaining to any Unit; (v) the purposes to which any Unit or the Common Elements or Limited Common Elements are restricted; excepting from the foregoing, however, amendments in the ordinary course of converting Convertible Real Estate into Units or Limited Common Elements, withdrawing Withdrawable Real Estate, or amendments pursuant to rights reserved by the Declarant in Section 17.1(d) relating to Units then owned by the Declarant;
- b. Any proposed termination of the Condominium;
- c. Any condemnation loss or any casualty loss which affects a material portion of the Condominium or which affects any Unit on which there is a first mortgage by any such Eligible Mortgagees;
- d. Any delinquency in the payment of assessments or charges owed by the owner of a Unit subject to the mortgage of any such Eligible Mortgagee, when such delinquency has continued for a period of sixty (60) days; and
- e. Any lapse, cancellation or material modification of any insurance policy maintained by the Condominium Association.

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

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

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

the Common Elements appurtenant to each Unit after partial condemnation or partial destruction of the Condominium is fixed by applicable law, no reallocation of interest in the Common Elements resulting from partial condemnation or partial destruction of the Condominium may be effective without the prior approval of Eligible Mortgagees holding mortgages on all remaining Units, whether existing in whole or in part, and which have at least fifty-one percent (51%) of the votes of such remaining Units subject to Eligible Mortgages;

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

## **ARTICLE VIII**

### **LEASING**

8.1. Residential Unit Leases. A Unit Owner may lease or sublease his Unit (but not less than his entire Unit) at any time and from time to time provided that: (1) no Unit may be leased or subleased for transient or hotel purposes or for any period less than six (6) months; (2) the Unit Owner/lessor shall follow all applicable state and local ordinances; (3) a copy of the proposed lease or sublease shall be furnished to the Executive Board ten (10) days after the execution thereof; and (4) a breach of the Declaration, By-laws or Rules and Regulations of the Condominium shall constitute a default under the lease or sublease and the lessee or sublessee shall be bound by and subject to the Declaration, By-laws and Rules and Regulations of the Condominium.

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

## **ARTICLE IX**

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

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

9.2. Special Assessments. If the cash requirement estimated at the beginning of any fiscal year shall prove to be insufficient to cover the actual Common Expenses for such fiscal year, the Executive Board shall have the power, at any time (and from time to time) it deems necessary

and proper, to levy one or more Special Assessments against each Unit Owner.

9.3. Payments. All Common Expense assessments made in order to meet the requirements of the Condominium Association's annual budget shall be deemed to be adopted and assessed on a monthly basis (rather than on an annual basis payable in monthly installments) and shall be due and payable in advance on the first day of each month. Special assessments and fines shall be due and payable in one or more monthly payments, in advance, on the first day of each month, as determined by the Executive Board. Liability for assessments for Common Expenses and Limited Expenses shall commence with respect to a Unit upon conveyance of that Unit by the Declarant, and Declarant shall have no liability for any assessments prior to such conveyance.

9.4. Payment of Common Expenses. The obligation to pay Common Expenses that benefit fewer than all of the Units shall be assessed exclusively against the Units benefited on an equal basis. The Declarant shall be responsible for all costs of the Condominium Association until such time as the Executive Board of the Condominium Association establishes an assessment against Units. For assessment purposes, a Unit is deemed to be created, and thus subject to the payment of assessments, only upon issuance of an occupancy permit for that Unit or the possession of such Unit, whichever later occurs. For vacant lots the Declarant shall pay a vacant lot monthly assessment as defined in the Condominium Association annual budget.

9.5. Surplus. Any amounts accumulated from assessments and income from the operation of the Common Elements in excess of the amount required for actual expenses and reserves shall be credited to each Unit Owner in accordance with their Percentage Interest, said credits to be applied to the assessments due from said Unit Owners under the next fiscal year's budget.

9.6. Limitation on Expenditures. There shall be no structural alterations, capital additions to, or capital improvements on the Common Elements (other than for purposes of repairing, replacing and restoring portions of the Common Elements) requiring an expenditure in excess of ten percent (10%) of the Condominium Association's total budget for that fiscal year without the prior approval of two-thirds (2/3) of the Unit Owners.

9.7. Reserve; Capital Improvement Fee. Each annual Budget for Common Expenses shall include an amount reasonably considered by the Executive Board to be sufficient as a reserve for replacements, contingencies, capital expenditures and deferred maintenance. To initiate such reserve, the Declarant shall collect from each of its grantees at time of settlement an amount equal to three (3) months Common Expense assessment as a Capital Improvement Fee in accordance with the Act. In addition, the Executive Board shall have the right to segregate all or any portion of the reserve for any specific replacement or contingency upon such conditions as the Executive Board deems appropriate. The Board may treat such sums as capital contributions or take any other action which it deems to be required by the Internal Revenue Code to obtain the optimum use of said funds.

9.8. Accounting. Within one hundred-twenty (120) days after the end of the fiscal year of the Condominium Association, the Executive Board shall supply to all Unit Owners an itemized accounting of the Common Expenses for the preceding fiscal year actually incurred and paid

together with a tabulation of the amounts collected pursuant to the annual budget or assessments and leases and sales of property owned or managed by the Executive Board on behalf of the Condominium Association, showing the net excess or deficit of income over expenditures plus reserves.

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

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

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

9.12. Personal Liability of Unit Owners. All sums assessed by the Condominium Association as a Common Expense assessment or Special Assessment, together with late charges and interest thereon, shall constitute the personal liability of the owner of the Unit so assessed and also shall, until fully paid, constitute a lien against such Unit pursuant to Section 3315 of the Act. The Condominium Association may take action for failure to pay any assessment or other charges pursuant to Section 3315 of the Act and may assess a late charge for failure to pay the assessment or other charge on the date on which it is due. Any delinquent Owner shall also be obligated to pay (i) all expenses of the Executive Board, including reasonable attorneys' fees, incurred in the collection of delinquent assessments by legal proceedings or otherwise, and (ii) any amounts paid by the Executive Board for taxes or on account of superior liens or otherwise to protect its lien, which expenses and amounts, together with accrued late charges and interest, all of which shall constitute part of the delinquent assessment and shall be collectible as such.

9.13. Unpaid Assessments upon Execution Sale Against a Unit. Any unpaid assessments which cannot be promptly collected from the former Unit Owner may be reassessed by the Executive Board as a Common Expense to be collected from all of the Unit Owners, including (by way of illustration and not limitation) the purchaser who acquired title at the Sheriff's sale, the

heirs, successors and assigns of the former Unit Owner and any holder of an Eligible Mortgage who comes into possession of a Unit by Deed in lieu of foreclosure or assignment in lieu of foreclosure.

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

## **ARTICLE X**

### **LIMITATION OF LIABILITY**

10.1. Limited Liability of the Executive Board. The Executive Board, and its members in their capacity as members, officers and employees:

a. Shall not be liable for the failure of any service to be obtained by the Executive Board and paid for by the Condominium Association, or for injury or damage to persons or property caused by the elements or by another Unit Owner or person on the Property, or resulting from electricity, gas, water, rain, dust or sand which may leak or flow from the outside or from any part of the Building, or from any of its pipes, drains conduits, appliances, or equipment, or from any other place unless in each such instance such injury or damage has been caused by the willful misconduct or gross negligence of the Condominium Association or the Executive Board;

b. Shall not be liable to the Unit Owners as a result of the performance of the Executive Board members' duties for any mistake of judgment, negligence or otherwise, except as provided in Section 3303(a) of the Act;

c. Shall have no personal liability in contract to a Unit Owner or any other person or entity under any agreement, check, contract, deed, lease, mortgage, instrument or transaction entered into by them on behalf of the Executive Board or the Condominium

Association in the performance of the Executive Board members' duties;

d. Shall not be liable to a Unit Owner, or such Unit Owner's tenants, employees, agents, customers or guests, for loss or damage caused by theft of or damage to personal property left by such Unit Owner or his tenants, employees, agents, customers or guests in a Unit, or in or on the Common Elements or Limited Common Elements, except for the Executive Board members' own willful misconduct or gross negligence;

e. Shall have no personal liability in tort to a Unit Owner or any other person or entity, direct or imputed, by virtue of acts performed by or for them, except for the Executive Board members' own willful misconduct or gross negligence in the performance of their duties; and

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

10.2. Indemnification. Each member of the Executive Board, in his capacity as an Executive Board member, officer or both, shall be indemnified by the Condominium Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he is an Executive Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged guilty of willful misconduct or gross negligence in the performance of his duties; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he is then an Executive Board member) approves such settlement and reimbursement as being in the best interests of the Condominium Association; and provided further that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board member and/or officer had no reasonable cause to believe his conduct was unlawful. The indemnification by the Unit Owners set forth in this Section shall be paid by the Condominium Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board members and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

10.3. Defense of Claims. Complaints brought against the Condominium Association, the Executive Board, or the officers, employees or agents thereof in their respective capacities as such, or the condominium as a whole, shall be directed to the Executive Board of the Condominium Association, which shall promptly give written notice thereof to the Unit Owners and the holders of any mortgages on Units and such complaints shall be defended by the Condominium Association. The Unit Owners and the holders of mortgages on Units shall have no right to participate in such defense other than through the Condominium Association.

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

## ARTICLE XI

### INSURANCE

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

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

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

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

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

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

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

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

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

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

c. Such policies shall contain an endorsement waiving all rights of subrogation against the Executive Board, the Condominium Association, any managing agent, the Unit

Owners and their respective tenants, employees, agents and invitees.

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

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

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

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

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

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

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

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

l. In the event that any of the requirements of this Article become unenforceable because of changes in applicable laws or regulations affecting the insurance industry, or become unavailable due to unreasonable expense or changes in the insurance market, such provisions shall each be deemed severable and may be temporarily or permanently eliminated by the Executive Board upon receipt of a written opinion from an independent insurance agent or other consultant stating the basis why such insurance

requirement is not enforceable or available, as the case may be. At least sixty (60) days prior to taking any such action, the Executive Board shall give written notice to each Unit Owner and Eligible Mortgagee who has registered with the Condominium Association and such action may be blocked by written petition or referendum of a majority of the Unit Owners or the written objection of Eligible Mortgagees holding mortgages on at least fifty-one percent (51%) of the Units. Nothing contained in this paragraph shall be deemed to limit any requirements of Article VII hereof, and in the event of an inconsistency, Article VII shall prevail.

### 11.3. Unit Owner Insurance.

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

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

c. Any Unit Owner who obtains an individual insurance policy covering any portion of the Property other than the individual Unit of such Unit Owner or personal property belonging to such Unit Owner, shall be required to file a copy of such individual policy with the Condominium Association within thirty (30) days after purchase of such insurance.

## ARTICLE XII

### CONDEMNATION

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

**ARTICLE XIII****TERMINATION**

13.1. Means of Termination. Provided that prior written consent is obtained from the Township Board of Commissioners, the Condominium may be terminated in the following manner:

a. By Statute. As provided by the Act.

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

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

d. Removal from Act. If the Property shall be removed from the provisions of the Act, then the Property may be subject to an action for partition by any Unit Owner or lien holder as if owned in common in which event the net proceeds of sale shall be divided among all the Unit Owners in proportion to the fair market value of their respective Interests determined in accordance with Section 3220 of the Act; provided, however, that no payment shall be made to a Unit Owner until there has first been paid from his share of

such net proceeds all liens or charges on his Unit. Such removal of the Property from the provisions of the Act shall not preclude its subsequent submissions to the provisions thereof in accordance with the terms of the Act

#### ARTICLE XIV

#### DECLARANT'S RIGHTS

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

a. Until the sixtieth (60th) day after conveyance of twenty-five percent (25%) of the Units to Unit Owners other than Declarant, Declarant shall have the right to appoint and remove any and all officers and members of the Executive Board.

b. Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units to Unit Owners other than Declarant, at least one and not less than twenty-five percent (25%) of the members of the Executive Board shall be elected by Unit Owners other than Declarant.

c. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Units to Unit Owners other than Declarant, not less than thirty three and one third percent (33 1/3%) of the members of the Executive Board shall be elected by Unit Owners other than Declarant.

d. Not later than the earlier of (i) seven (7) years after the date of the recording of this Declaration, or (ii) one hundred-eighty (180) days after seventy-five percent (75%) of the Units which may be constructed on the Property have been conveyed to Unit Owners other than Declarant, all members of the Executive Board appointed by Declarant shall resign, and the Unit Owners (including Declarant to the extent of Units owned by Declarant) shall elect a new Executive Board.

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

14.2. Merger. Pursuant to Section 3223 of the Act, Declarant does reserve the right to merge or consolidate the condominium with other planned communities or condominiums within ten (10) years after the recording of the Declaration or as may be extended by law. All representations as stated in Article XIX of this Declaration shall apply to any consolidation as required by Section 3205(13) of the Act. The Declarant reserves the rights under this section for a period of seven years after the recording of this Declaration or as may be extended by law.

14.3. Declarant's Use for Sales Purpose. Declarant shall have the right to maintain sales offices, management offices and models for use in connection with the sale and leasing of Units

in the Condominium. Declarant reserves the right to place models, management offices and sales offices on any portion of the Common Elements in such manner, of such size and in such locations as Declarant deems appropriate, subject to all Township regulations, or to use any Unit for such purposes. Declarant may from time to time relocate models, management offices and sales offices to different locations within the Common Elements, subject to all Township regulations. Upon the relocation of a model, management office or sales office constituting a Common Element, Declarant may remove all personal property and fixtures therefrom. Any fixtures not so removed shall be deemed Common Elements, and any personal property not so removed shall be deemed the property of the Condominium Association. There shall be no more than one office at a time and it shall not be larger than a Unit. Declarant may maintain multiple models at any time.

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

14.5. Conveyance of Common Elements to Association.

a. Following transfer of the Declarant's control of the Condominium Association in accordance with Section 14.1, the Declarant shall grant and convey to the Condominium Association title to the Common Elements by special warranty deed. No consideration will be paid for this conveyance and all costs of deed preparation and recording shall be borne by the Declarant. Notwithstanding the foregoing, the Declarant shall not convey the Common Elements to the Condominium Association until all improvements to the Common Elements as may be required by Township pursuant to any development approvals have been completed by Declarant. This obligation to convey title to the Common Elements shall be binding upon any successor in interest to the rights of the Declarant hereunder.

b. To the extent not otherwise operated or managed by the applicable municipal or governmental authority, the Declarant shall maintain the storm water management facilities until such time as the final inspection and approval of such facilities by the applicable governmental authorities. To the extent not otherwise operated or managed by the applicable municipal or governmental authority, at such time that final inspection and approval of such facilities has been granted by the applicable governmental authorities, the obligations of Declarant as required by statute, or by developer stormwater maintenance agreement with Township or other governmental authorities, shall be performed by the Condominium Association and the term "Developer" or "Owner" as used therein shall only refer to the Condominium Association. Within 15 days of Declarant's request, the Executive Board of the Condominium Association shall execute and deliver to the Declarant all documents, certificates and instruments necessary in order to effectuate the assumption of such obligations as set forth herein (the "Transfer Documents"). Transfer Documents may include, without limitation (i) a Commonwealth of Pennsylvania DEP Notice of Termination for a General (PAG-02) or Individual NPDES Permit ESCP, or

ESCGP for Stormwater Discharges Associated with Construction Activities, (ii) the Operation and Maintenance Agreement described in Section 4.7 herein, and (iii) an Operation and Maintenance Plan.

c. If the Condominium Association fails to properly maintain the storm water management facilities, then Township or other applicable governmental authority shall have the same rights granted to municipalities with reference to maintenance of common open space under §705 of the Pennsylvania Municipalities Planning Code, 53 P.S. §10705, as amended, to maintain the storm water management facilities.

Upon any failure by the Condominium Association to timely take, or cause to be taken, any action described in the preceding paragraphs, Declarant is entitled to, and may elect any or all of the following remedies, with no such election to be final until or exclusive until full satisfaction shall have been received: (i) the Condominium Association shall pay Declarant the sum of Five Hundred Dollars (\$500.00) per day, as liquidated damages, and not as a penalty, for each day that delivery of the Transfer Documents or HOP Documents is delayed by the Condominium Association; (ii) institute an action for damages, including reasonable attorney's fees and costs incurred by Declarant in connection with the Condominium Association's failure to timely deliver the Transfer Documents or HOP Documents; or (iii) institute an action for injunctive relief, including specific performance of the delivery of the Transfer Documents or HOP Documents, which award shall include reasonable attorney's fees incurred by Declarant in connection therewith.

## **ARTICLE XV**

### **WITHDRAWABLE AND CONVERTIBLE REAL ESTATE**

15.1. Reservation of Option to Contract the Condominium. The Declarant hereby reserves an option until the tenth (10th) anniversary of the recording of this Declaration, or as may be extended by law, to contract the Condominium from time to time in compliance with Section 3212 of the Act by the removal from the condominium form of ownership any or all of the portions of Withdrawable Real Estate without the consent of any Unit Owner or any mortgagee. This option to contract the condominium may be terminated prior to such anniversary only upon the filing of an amendment to this Declaration by the Declarant. Notwithstanding the foregoing, prior to exercising this option, the Declarant shall obtain written consent from the Township if the contraction of the Condominium would impact any Township permits or approvals and/or the proper operation and maintenance of the Common Stormwater Management Facilities.

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

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

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

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

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

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

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

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

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

d. Time and Sequence of Conversion or Withdrawal. Except as otherwise provided herein:

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

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

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

e. Number of Units. If the Declarant elects to convert all of the Convertible Real Estate, the maximum number of Units on the Convertible Real Estate as an aggregate will be no more than ninety-two (92) Units.

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

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

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

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

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

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

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

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

## **ARTICLE XVI**

### **ARBITRATION**

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

## **ARTICLE XVII**

### **AMENDMENT OF DECLARATION**

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

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

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

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

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

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

successor thereto, of an appropriate instrument setting forth the amendment and its adoption, duly executed and acknowledged by the appropriate officer of the Executive Board.

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

f. Township Approval. Any amendment(s) to this Declaration related to the Township, Township permits and approvals, Common Stormwater Management Facilities, the Stormwater Operation and Maintenance Agreement with the Township for the Property, as well as any other amendment that would have the effect of limiting or otherwise altering the rights of the Township set forth in this Declaration, shall be null and void, and of no force and effect, unless such amendment is approved by the Township Board of Commissioners prior to the meeting of Owners at which the Owners will vote on such amendment(s).

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

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

## **ARTICLE XVIII**

### **MASTER ASSOCIATION AND CONSOLIDATION**

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

18.2. Pursuant to Section 3223 of the Act, Declarant reserves the right to merge or consolidate the Condominium. All representations as stated in this Declaration shall apply to any consolidation as required by the Act. The Declarant reserves the rights under this section for a period of ten (10) years after the recording of this Declaration or as may be extended by law.

**ARTICLE XIX**

**GENERAL**

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

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

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

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



**EXHIBIT "A"**

**LEGAL DESCRIPTION OF THE PROPERTY**

**ALL THAT CERTAIN** piece or parcel of land situate in Butler Township, Butler County, Commonwealth of Pennsylvania, being designated as Parcel B-R as shown on the Autumn Woods Plan of Subdivision Plan 1, recorded at Instrument Number 202109030025295 in the Recorder of Deeds of Butler County, Pennsylvania.

**EXHIBIT "B"****LEGAL DESCRIPTION OF PHASE I**

A portion of that certain piece or parcel of land situate in Butler Township, Butler County, Commonwealth of Pennsylvania designated as Parcel B as shown on the Autumn Woods Plan of Consolidation, recorded at Instrument Number 202102190004907 in the Recorder of Deeds of Butler County, Pennsylvania, such portion being more particularly described as follows:

Beginning at a point on the northerly right of way line of Cherry Tree Drive, a 50 foot wide right of way, at a point common with the property corner of the parcel herein described and Parcel "A-R" of the Autumn Woods Plan of Subdivision No. 1 as recorded in Plan Book 397, Pages 32 – 34:

Thence by a curve turning to the right through an angle of 14° 33' 05.8", having a radius of 175.00 feet, and whose long chord bears S 81 degrees 39 minutes 21 seconds W for 44.33 feet.

Thence S 88 degrees 55 minutes 53 seconds W for 403.00 feet to a point on a line.

Thence N 01 degrees 04 minutes 09 seconds W 211.99 feet to a point on a line.

Thence N 89 degrees 03 minutes 33 seconds E 442.44 feet to a point on a line.

Thence, S 02 degrees 19 minutes 57 seconds E for 205.44 feet to the beginning of a non-tangential curve at the place of beginning.

Said described parcel is a portion of Parcel "B-R" of the Autumn Woods Plan of Subdivision No. 1 as recorded in Plan Book 397, Pages 32 – 34 and is intended to be dedicated as Condominium Plan No. 1

Said parcel contains an area of 93,981.32 sq. ft. or 2.16 acre and includes 12 units for declaration.

**EXHIBIT "C"****LIST OF EASEMENTS AND LICENSES**

1. Easement for access as set forth in Instrument No. 200803140005214 recorded in the Recorder's Office of Butler County, PA.
2. Rights granted to Liperote Builders, Inc. as set forth in Instrument No. 200803190005647 and Assignment of Easement and Right of Way in Instrument No. 200804030007027 recorded in the Recorder's Office of Butler County, PA.
3. Easement and Agreement as set forth in Instrument No. 200809120020932 recorded in the Recorder's Office of Butler County, PA.
4. Subject to all matters shown on the Plan as recorded in the Recorder's Office of Butler County, Pennsylvania in Plan Book 328, Pages 13 to 14.
5. Rights granted to United Telephone Company of Pennsylvania as set forth in Deed Book 1556 Page 55 recorded in the Recorder's Office of Butler County, PA.
6. Subject to all matters shown on the Autumn Woods Plan of Consolidation as recorded in the Recorder's Office of Butler County, Pennsylvania in Plan Book Volume 392, Page 5 and Instrument No. 202102190004907.
7. Agreement as set forth in Deed Book 960 Page 923 recorded in the Recorder's Office of Butler County, PA.
8. Sanitary sewer easement recorded in Deed Book 1448 Page 326 recorded in the Recorder's Office of Butler County, PA.
9. Rights granted to West Penn Power Company as set forth in Deed Book 922 Page 580 recorded in the Recorder's Office of Butler County, PA.
10. Subject to all matters shown on the Plan as recorded in the Recorder of Deeds Office of Butler County, Pennsylvania in Rack File 70, Page 47 and Plan Book 357, Page 29.
11. Subject to all matters shown on the Plan as recorded in the Recorder's Office of Butler County, Pennsylvania in Plan Book 357, page 29.
12. Right of Way Agreement as set forth in Book 1556, page 55 recorded in the Recorder's Office of Butler County, PA.
13. Gas Pipeline Easement Grant to Peoples Gas Company, LLC as set forth in Instrument Number 202206210013323 recorded in the Recorder's Office of Butler County, PA.

**EXHIBIT "D"**

**PLATS AND PLANS**

The plat is recorded in the Recorder's Office of Butler County, Pennsylvania at Instrument Number 202309060013.155

**EXHIBIT "E"****CONVERTIBLE/WITHDRAWABLE REAL ESTATE PROPERTY DESCRIPTION**

A portion of that certain piece or parcel of land situate in Butler Township, Butler County, Commonwealth of Pennsylvania designated as Parcel B as shown on the Autumn Woods Plan of Consolidation, recorded at Instrument Number 202102190004907 in the Recorder of Deeds of Butler County, Pennsylvania, such portion being more particularly described as follows:

Beginning at a point on the southerly right of way line of Cherry Tree Drive, a 50 foot wide right of way, at a point common with the property corner of the parcel herein described and Parcel "D" of the Autumn Woods Plan of Subdivision No. 1 as recorded in Plan Book 397, Pages 32 – 34:

Thence, S 02 degrees 19 minutes 57 seconds E for 130.23 feet to a point on a line.

Thence, S 45 degrees 11 minutes 03 seconds W for 35.00 feet to a point on a line.

Thence, S 02 degrees 22 minutes 07 seconds E for 52.73 feet to a point on a line.

Thence, S 44 degrees 24 minutes 13 seconds E for 80.75 feet to a point on a line.

Thence, S 45 degrees 35 minutes 47 seconds W for 79.10 feet to a point on a line.

Thence, N 44 degrees 24 minutes 13 seconds W for 245.00 feet to a point on a line.

Thence, S 45 degrees 35 minutes 47 seconds W for 454.00 feet to a point on a line.

Thence, S 56 degrees 54 minutes 23 seconds W for 101.98 feet to a point on a line.

Thence, S 44 degrees 24 minutes 13 seconds E for 265.00 feet to a point on a line.

Thence, S 45 degrees 35 minutes 47 seconds W for 585.42 feet to a point on a line.

Thence, S 89 degrees 07 minutes 33 seconds W for 483.64 feet to a point on a line.

Thence, N 01 degrees 50 minutes 27 seconds W for 884.13 feet to a point on a line.

Thence, S 88 degrees 42 minutes 53 seconds W for 158.83 feet to a point on a line.

Thence, N 03 degrees 14 minutes 33 seconds E for 445.22 feet to a point on a line.

Thence, N 02 degrees 22 minutes 07 seconds W for 25.85 feet to a point on a line.

Thence, N 88 degrees 31 minutes 53 seconds E for 517.71 feet to a point on a line.

Thence, N 88 degrees 31 minutes 53 seconds E for 230.03 feet to a point on a line.

Thence, N 89 degrees 03 minutes 33 seconds E for 277.77 feet to a point on a line.

Thence, S 01 degrees 04 minutes 09 seconds E for 211.99 feet to a point on a line.

Thence, S 88 degrees 55 minutes 53 seconds W for a distance of 251.12 feet to the beginning of a curve,

Said curve turning to the left through an angle of  $24^{\circ} 06' 58.2''$ , having a radius of 425.00 feet, and whose long chord bears S 76 degrees 52 minutes 24 seconds W for 177.57 feet to a point of intersection with a non-tangential line.

Thence, S 25 degrees 11 minutes 05 seconds E for 50.00 feet to the beginning of a non-tangential curve,

Said curve turning to the right through an angle of  $24^{\circ} 06' 58.2''$ , having a radius of 375.00 feet, and whose long chord bears N 76 degrees 52 minutes 24 seconds E for 156.68 feet.

Thence, N 88 degrees 55 minutes 53 seconds E for 654.12 feet to the beginning of a curve,

Said curve turning to the left through  $11^{\circ} 33' 42.4''$ , having a radius of 225.00 feet, and whose long chord bears N 83 degrees 09 minutes 02 seconds E for 45.33 feet to a point at the place of beginning.

Said described parcel is a portion of Parcel "B-R" of the Autumn Woods Plan of Subdivision No. 1 as recorded in Plan Book 397, Pages 32 – 34 and is intended to be Future Convertible / Withdrawable Real Estate for the development and declaration of additional phases and or future condominiums.

Said parcel contains an area of 1,274,079 sq. ft. or 29.258 acres.

**EXHIBIT "F"****PERCENTAGE INTEREST TABLE**

<b>BUILDING</b>	<b>UNIT</b>	<b>PERCENTAGE INTEREST</b>
21	2101	8.333%
21	2102	8.333%
21	2103	8.333%
21	2104	8.333%
22	2201	8.333%
22	2202	8.333%
22	2203	8.333%
22	2204	8.333%
23	2301	8.333%
23	2302	8.333%
23	2303	8.333%
23	2304	8.333%

## NOTES:

1. This table is based on completion of Phase I, consisting of the construction of the above-identified Units.
2. Upon construction of additional Units in accordance with the terms of this Declaration, this Table will be amended to reflect the additional Units.

**EXHIBIT "G"**

**SHARED AMENITIES AGREEMENT**

SHARED AMENITIES AGREEMENT

THIS SHARED AMENITIES AGREEMENT (this "**Agreement**"), dated as of \_\_\_\_\_, 20\_\_ (the "**Effective Date**"), is made and entered into by and between **WINMER PROPERTIES, LP**, a Pennsylvania limited partnership ("**Winner I**"), whose address for receipt of notices is 800 S Washington St, Evans City, PA 16063, and **WINMER PROPERTIES, LP**, a Pennsylvania limited partnership ("**Winner II**"), whose address for receipt of notices is 800 S Washington St, Evans City, PA 16063. Winner I and Winner II are collectively referred to herein as the "**Parties**" and each individually as a "**Party**".

A. Winner I is the owner of that certain condominium project commonly referred to as Autumn Woods, A Condominium, located in Butler Township, Butler County, more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "**Winner I Property**"). Autumn Woods, A Condominium is hereinafter referred to as the "**Autumn Woods Project**").

B. Winner II is the owner of that certain vacant parcel of real property located in Butler Township, Butler County, Pennsylvania, more particularly described on Exhibit B attached hereto and incorporated herein by reference (the "**Winner II Property**").

C. Winner I intends to construct a clubhouse and pool on the Winner I Property as part of the Autumn Woods Project in the approximate location depicted on Exhibit C attached hereto and incorporated herein by reference (the "**Amenities**").

D. Winner II intends to construct a residential condominium or apartment complex on the Winner II Property (the "**Winner II Project**").

E. Winner I desires to allow Winner II, its successors, assigns, employees, guests, invitees, licensees and agents to use the Amenities (which are located on the Winner I Property and a part of the Autumn Woods Project) on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Grant of Right to Use Amenities. Winner I hereby grants to Winner II, its successors, assigns, employees, guests, invitees, licensees and agents a non-exclusive easement in, upon, about, over, and through the Winner I Property to use the Amenities, subject to such rules, regulations and restrictions as Winner I and Winner II may establish from time to time.

2. Maintenance and Repair of Amenities.

(a) Winner I shall be responsible for \_\_\_% and Winner II shall be responsible for \_\_\_% of the total cost of the maintenance, repair replacement of the Amenities unless otherwise agreed to by all parties hereto in writing. Winner I shall conduct and perform the maintenance, repairs and replacement of the Amenities as reasonably determined by Winner I to keep the

Amenities in good order, repair and condition. The maintenance, repair and replacement costs and expenses shall be determined by Winner I in its sole but reasonable discretion. Upon incurring any maintenance; repair and replacement expenses, Winner I shall provide an invoice to Winner II for its share of such costs and expenses together with documentation of such costs and expenses. Winner II shall pay its share to Winner I within thirty (30) days of Winner I providing the foregoing invoice to Winner II.

(b) Winner I shall keep the Amenities continuously insured, to the extent of its full insurable value, against loss or damage by fire, with extended coverage and against such other hazards (including, without limitation, coverage against loss or damage by vandalism, malicious mischief, sprinkler leakage and flood), and shall maintain commercial general liability insurance and workmen's compensation insurance in reasonable amounts. Such insurance shall contain agreed amount endorsements, inflation guard endorsements and replacement cost endorsements reasonably satisfactory to each of the Parties. During the course of any construction or repair of the Amenities for which builder's risk insurance may be obtained, Winner I shall acquire and maintain builder's completed value risk insurance against all risks of physical loss, including collapse and transit coverage, during construction of such improvements, with deductibles not to exceed \$10,000 in non-reporting form, covering the total value of work performed and equipment, supplies and materials furnished. All property and builder's risk insurance shall be issued by an insurance company or companies qualified to insure property located in Pennsylvania, shall name Winner II as an additional insured. The commercial general liability insurance maintained by Winner I according to this subsection (b) shall be primary to any other commercial general liability insurance maintained by either Winner I and/or Winner II with respect to the Amenities. The cost of insurance required hereunder shall be shared by the Parties according to the percentages provided for in subsection (a) above.

3. Reserved Rights. For purposes of clarity, Winner I reserves the right to construct additional amenities on the Winner I Property, which additional amenities shall not be deemed to be part of the Amenities hereunder unless agreed upon by the Parties hereto in writing; provided, however, in no event shall Winner I eliminate the Amenities or relocate the Amenities without the prior written consent of the Winner II.

4. Perpetual. The terms, conditions and rights of the easement provided for in this Agreement are terms, conditions and rights shall be perpetual and appurtenant to and running with the land and, at all times shall inure to the benefit of and be binding upon the each of the Parties and their respective successors and assigns.

5. Indemnification.

5.1 Winner I. Winner I shall indemnify, defend and hold harmless Winner II from and against any and all claims, causes of action, losses, damages, demands, suits, judgments, settlements and expenses (including, without limitation, reasonable attorneys' fees and expenses) which may be suffered or incurred by Winner II as a result of any accident, injury to or death of persons, or loss of or damage to property occurring on or about the Amenities as a result of the use thereof by Winner I, its successors, assigns, employees, guests, invitees, licensees and agents of the Winner I Property, except to the extent caused by the negligence or willful misconduct of Winner II.

5.2 Winner II. Winner II shall indemnify, defend and hold harmless Winner I from and against any and all claims, causes of action, losses, damages, demands, suits, judgments, settlements and expenses (including, without limitation, reasonable attorneys' fees and expenses) which may be suffered or incurred by Winner I as a result of any accident, injury to or death of persons, or loss of or damage to property occurring on or about the Amenities as a result of the use thereof by Winner II, its successors, assigns, employees, guests, invitees, licensees and agents of the Winner II Property, except to the extent caused by the negligence or willful misconduct of Winner I.

6. Insurance. Throughout the term of this Agreement, Winner I and Winner II shall each procure and maintain commercial general liability insurance in commercially reasonable amounts covering use of the Amenities. For purposes of clarity, the insurance required to be maintained by Winner I under Section 2(b) with respect to the Amenities shall be primary to any insurance required to be maintained by the Parties under this Section 6. Each Party hereby waives all rights of recovery against the other and against the officers, employees, agents and representatives of the other, on account of loss by or damage to the waiving party of its property or the property of others under its control, to the extent that such loss or damage is insured against under any insurance required to be maintained under this Agreement which either may have in force at the time of the loss or damage. Each Party shall, upon obtaining the policies of insurance required under this Agreement, give notice to its insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Agreement.

7. No Grants. Nothing contained herein shall be deemed or construed to be a dedication or grant of any rights to the public or to any private or governmental authority or agency.

8. Notices. All notices and demands herein required shall be in writing and shall be sent by United States certified mail, return receipt requested, personal delivery, overnight courier (guaranteeing next day delivery) to the parties at their respective addresses set forth in the first paragraph of this Agreement. Any party may change its address for the service of notice by giving written notice of such change to the other party hereto, in the manner above specified.

9. Modifications. Except as expressly permitted in this Agreement, no change or modification of this Agreement shall be valid unless the same be in writing and executed by all parties hereto.

10. Binding Effect. This Agreement shall be binding upon and inure to the benefit of Winner I and Winner II and their respective legal representatives, assigns, and successors in title.

11. Defaults. The failure of either Party to observe or perform any of its obligations under this Agreement within 30 days after the issuance of a written notice by the non-defaulting party specifying the nature of the default claimed (or such longer period as agreed between the parties), shall be an event of default under this Agreement. In the event of any such event of default, the non-defaulting Party shall have the right to pursue all remedies available to it at law or in equity. Notwithstanding anything herein to the contrary, the parties agree that (i) any remedies obtained as a result of a breach of this Agreement shall not include a loss of use of the Amenities and the

easements contained herein and (ii) should either party herein place a lien or successfully obtain a judgment lien against the other Party pursuant to this Agreement, such lien shall automatically be subordinate to any mortgage then encumbering the respective parcel.

[Signatures on the following page(s)]

**In Witness Whereof**, the parties hereto have executed this Agreement as of the date first written above.

ATTEST/WITNESS:

**WINMER I:**

**WINMER PROPERTIES, LP,**  
a Pennsylvania limited partnership

By: **WINMER HOLDINGS, LLC,**  
a Pennsylvania limited liability company,  
its general partner

By: **BRENNAN FAMILY HOLDINGS, LLC**  
a Pennsylvania limited liability company,  
its sole member

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

**WINMER II:**

**WINMER PROPERTIES, LP,**  
a Pennsylvania limited partnership

By: **WINMER HOLDINGS, LLC,**  
a Pennsylvania limited liability company,  
its general partner

By: **BRENNAN FAMILY HOLDINGS, LLC**  
a Pennsylvania limited liability company,  
its sole member

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_



**EXHIBIT A**

**Winner I Property**

**ALL THAT CERTAIN** piece or parcel of land situate in Butler Township, Butler County, Commonwealth of Pennsylvania, being designated as Parcel B-R as shown on the Autumn Woods Plan of Subdivision Plan 1, recorded at Instrument Number 202109030025295 in the Recorder of Deeds of Butler County, Pennsylvania.

**EXHIBIT B**

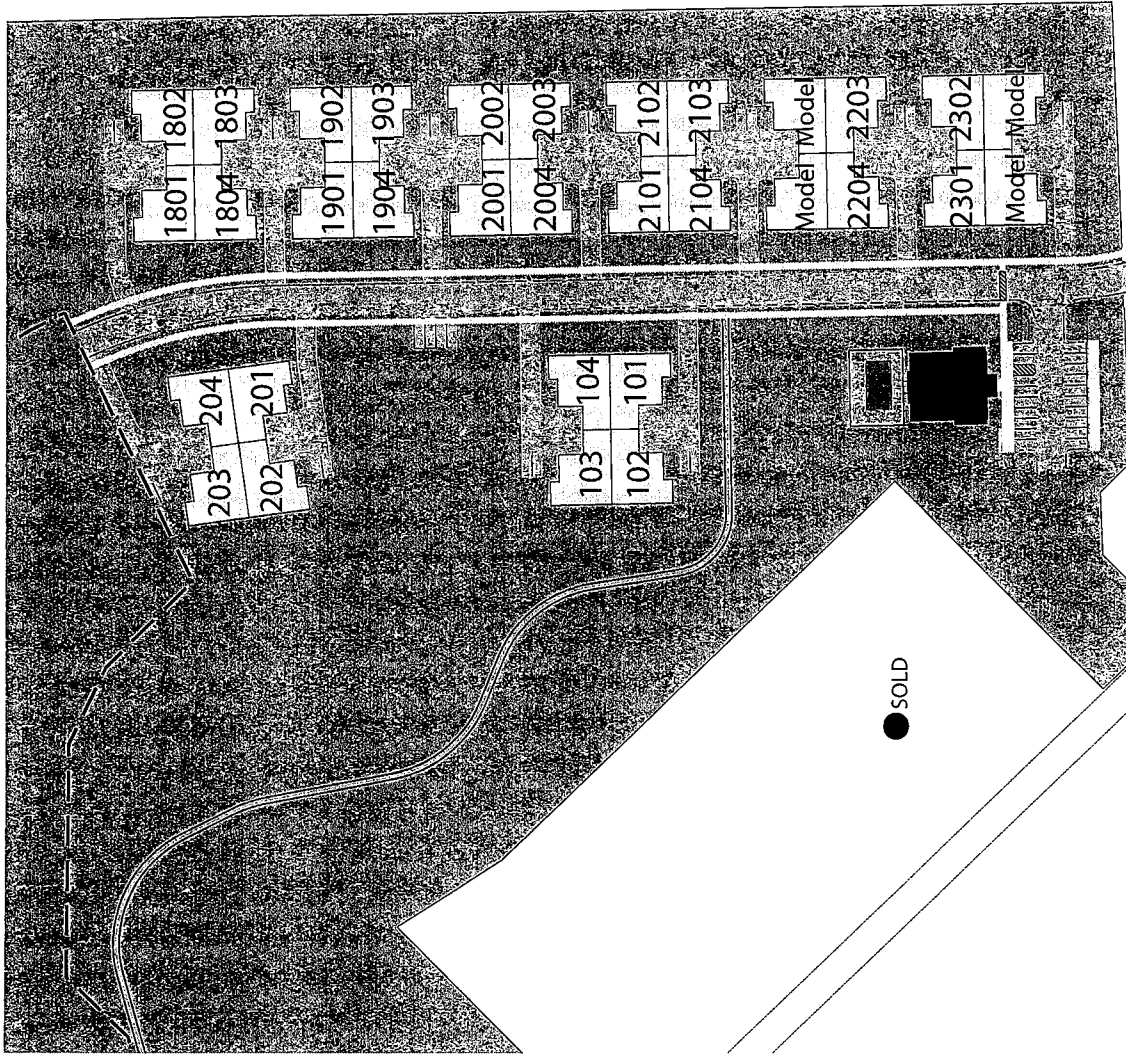
**Winner II Property**

**ALL THAT CERTAIN** piece or parcel of land situate in Butler Township, Butler County, Commonwealth of Pennsylvania, being designated as Parcel A as shown on the Autumn Woods Plan of Consolidation, recorded at Instrument Number 202102190004907 in the Recorder of Deeds of Butler County, Pennsylvania.

**EXHIBIT C**

**Amenities**

autumn  
woods  
**Site Plan**



Your New Home Made Easy

or email us: [sales@BrennanHomes.com](mailto:sales@BrennanHomes.com)



Find us on  
**f** Facebook



\*See sales consultant for additional details. Features subject to change without notice.  
All information deemed accurate but not guaranteed.  
REV. 3.27.22

