

RECREATIONAL FACILITIES AGREEMENT

THIS AGREEMENT made this 17th day of September, 1991 by and between GEORGETOWN COMMONS LAND ORGANIZATION, a Pennsylvania Unincorporated Association (hereinafter "GCLO")

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WELLINGTON EAST DEVELOPMENT, a Limited Partnership (hereinafter "Wellington").

W I T N E S S E T H:

WHEREAS, the Georgetown Commons Land Organization Declaration was adopted on March 31, 1976 and recorded on that date in the Recorder's office of Westmoreland County, Pennsylvania in Deed Book Vol. 2208, page 440 thereby creating a condominium.; and

WHEREAS, GCLO and the condominium unit owners own a clubhouse building, pool, certain tennis court improvements and other recreational facilities and contiguous parking serving said facilities; and .

WHEREAS, GCLO is willing to share the use of that portion of the clubhouse building used for recreational purposes, the existing tennis court, the swimming pool, the paddle ball court and

CERTIFIED AS A TRUE AND CORRECT COPY
OF RECORD IN THE OFFICE OF RECORDER OF DEEDS
WESTMORELAND COUNTY, PENNSYLVANIA

Tom Murphy
RECORDER OF DEEDS

DATED 04-08-09

the contiguous parking area (hereinafter the "Recreational Facilities").

WHEREAS, Wellington is desirous of developing a condominium adjacent to the property of GCLO to be known as the Colony Courts Condominium at Georgetown Commons (hereinafter "Colony Courts") and is desirous of having Colony Courts Condominium unit owners share in the use of the Recreational Facilities; and

WHEREAS, GCLO is willing to share the use of the Recreational Facilities with Wellington and the Colony Courts Condominium unit owners pursuant to the terms hereof.

NOW, THEREFORE, with the foregoing recitals being deemed an essential part hereof and incorporated herein by reference, and in consideration of the mutual covenants contained herein and for other valuable consideration, and with the intent to be legally bound hereby, GCLO and Wellington agree as follows:

1. Grant of Rights: GCLO hereby gives, grants, and assigns to the condominium unit owners (including Wellington if the owner of a unit) at Colony Courts, their tenants and subtenants the right to use the Recreational Facilities pursuant to the terms hereof.

2. Improvement of Facilities: As partial consideration therefore, Wellington will upgrade i.e., rehabilitate and improve the existing Recreational Facilities in accordance with Schedule A, attached hereto and incorporated herein by reference (hereinafter "the Improvements") which schedule will be mutually agreed upon by the parties. The Improvements shall have a total approximate value of Twenty Five Thousand (\$25,000.00) Dollars, as evidenced by paid bills or written contracts.

3. Recreational Facilities Deposit: At the execution of this Agreement and the Grant of Easement and Maintenance Agreement to be executed simultaneously herewith, Wellington will cause to be deposited with GCLO Twenty Five Thousand (\$25,000.00) Dollars to be held by GCLO as a cash reserve for capital improvements to repair and replacement of the Recreational Facilities as the GCLO Council and Colony Courts Executive Board may determine in accordance with their respective formative documents and the terms of this Agreement (hereinafter "Recreational Facilities Escrow"). The Recreational Facilities Escrow shall be placed by GCLO in an interest-bearing account titled "Recreational Facilities Escrow", and shall be segregated from other funds of GCLO, and may only be used by GCLO strictly in accordance with the terms of this Agreement.

4. Monthly Fee:

A. The Colony Courts Condominium Association shall pay to GCLO a monthly Recreational Facility Fee, which will be used by GCLO to operate the Recreational Facilities, based on the number of units in the Condominium at that time. The amount of this fee shall be based on an annual budget for the operation of the Recreational facilities and the following formula: $\frac{\text{number of completed units at Colony (CU)}}{54 + \text{CU}}$ plus the completed units times the cost of operation ($\frac{\text{CU}}{54 + \text{CU}} \times \text{cost}$). The balance of the cost shall be paid by GCLO. Payment shall be due on the first day of each month. The Colony Courts Association shall be responsible for collecting assessments from its own members. Decisions regarding Recreational Facilities including without limitation as to use of the Recreational Facilities Escrow, use of the Recreational Facilities, and repair, maintenance, replacement and refurbishing and management of the Recreational Facilities shall be determined by a three (3) person subcommittee of the GCLO and a three (3) person subcommittee of the Colony Courts Executive Board. Deadlocks within the subcommittees resulting in an inability to make a decision with regard to the Recreational Facilities shall be resolved by the GCLO Council and the Colony Courts Executive Board and in the event of their failure to resolve the deadlock, by arbitration as hereinafter set forth. GCLO rules and regulations shall apply equally to condominium unit owners from

GCLO and condominium unit owners from the Colony Courts, until joint rules are adopted.

B. The arbitration referred to above shall be common law arbitration conducted by the American Arbitration Association ("AAA") in accordance with the AAA's commercial arbitration rules. Any expedited procedures of the AAA shall be applicable. There shall only be one arbitrator. Judgment on the award may be entered in any court having jurisdiction thereof. The cost of the arbitration shall be shared equally by the parties.

C. The parties shall jointly set an annual budget for the cost of operation, maintenance and repair and replacement of the Recreational Facilities, to which both associations shall contribute as set forth above. The Board's or GCLO's management company shall supervise expenditure.

5. Governing Law: This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania and shall be binding upon each of the parties hereto, their unit owners, their tenants, subtenants, successors and assigns.

6. Notices: Notices sent hereunder shall be in writing and sent by certified mail, return receipt requested, to a party, or its successor, at a current mailing address. Notices shall be

deemed given on the date of mailing. The current address of each party is:

GCLC
Williamsburg Drive
Export, PA 15632

with a copy to:

Sylvester & Associates
200 Commerce Drive
Suite 206A,
Coraopolis, PA 15108

Wellington East Development
Corp.
367 Green Road
Beachwood, OH 44122

Colony Courts Condominium
367 Green Road
Beachwood, OH 44122

7. Entire Agreement: This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

8. Amendments: The provisions of this Agreement may be abrogated, modified, rescinded in whole or in part only with the consent of all of the parties referred to in Paragraph 5 hereof, or their respective authorized representatives or condominium associations, by declaration in writing, executed and acknowledged

Recorder of Deeds of Westmoreland County. Upon its formation, the Colony Courts Association will join hereunder.

IN WITNESS WHERE this Agreement has been executed this 17th day of September, 1991.

WITNESS:

Helen Maresca
Witness to all.

James J. ... Sec.

GEORGETOWN COMMONS LAND ORGANIZATION

By: Helen A. Pollis
Helen A. Pollis, President

By: Bobbi J. Weaver
Bobbi J. Weaver, Vice President

By: Dean M. Berardinelli
Dean M. Berardinelli, Secretary

By: Thomas E. Morton
Thomas E. Morton, Treasurer

By: Arthur Sternberger, III
Arthur Sternberger, III, member

WELLINGTON EAST DEVELOPMENT CORP.

By: Arthur Sternberger, III

SCHEDULE "A"
RECREATIONAL FACILITIES AGREEMENT

Between
Georgetown Commons
and
Wellington East Development

RECORDED
WESTMORELAND COUNTY, PA.
91 DEC 30 AM 8:06
RECORDER OF DEEDS

REHABILITATION AND IMPROVEMENT SCHEDULE
TO EXISTING RECREATIONAL FACILITIES

Interior List:

Repaint and/or wallpaper, tile and/or carpet, change or replace light fixtures, window treatments (shades or blinds), bathroom partitions, storage area for furniture, furniture; bathroom cabinets and counters; outdoor entrance to restroom; upgrade kitchen including new cabinets, counters, dishwasher, garbage disposer; install air conditioning.

Exterior:

Landscaping, improvement to existing signage.

SPECIFIC APPLICATION OF ALL OF THE ABOVE SHALL BE SUBJECT TO MUTUAL AGREEMENT OF THE PARTIES AS PROVIDED IN PARAGRAPH 2 OF THE AGREEMENT TO WHICH THIS IS ATTACHED AND SHALL BE FURTHER SUBJECT TO THE MONETARY LIMITATIONS (\$50,000.00) SET FORTH IN AGREEMENT.

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[Handwritten mark]

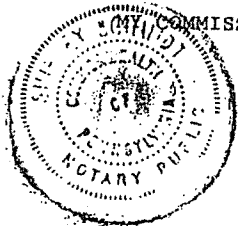
COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS:

ACKNOWLEDGEMENT

Before me, a Notary Public in and for said Commonwealth and County do hereby certify that Helen A. Pollis, President, Bobbi J. Weaver, Vice President, Dean M. Berardinelli, Secretary, Thomas E. Morton, Treasurer, Arthur Sternberger, III, Member, whose names are subscribed to the foregoing Agreement personally appeared before me this day, and acknowledged and swore that he/she is a member of the Board of Directors of said Georgetown Commons Land Organization and as such and with authority to do so, he/she signed, sealed and delivered the said Agreement as the free and voluntary act and deed of Georgetown Commons Land Organization for the uses and purposes therein set forth and that the statements therein contained are true.

Given under my hand and notarial seal this 17 day of September, 1991.

Shirley Schmidt



COMMISSION EXPIRES:

Notarial Seal
Shirley Schmidt, Notary Public
Greensburg, Westmoreland County
My Commission Expires Sept. 4, 1994
Member, Pennsylvania Association of Notaries