

Instr: 200209110030439 09/11/2002
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Michele Mustello T20020029578
Butler County Recorder MEPDILLON

MASTER DECLARATION FOR ADAMS POINTE

THIS MASTER DECLARATION for Adams Pointe is made this 11th day of September, 2002, by **ADAMS POINTE I, L.P., ADAMS POINTE II, L.P., and ADAMS POINTE III, L.P** (collectively "**Declarant**" or "**Declarants**").

WHEREAS, Adams Pointe I, L.P. is the owner of certain property located in Adams Township, Butler County, Pennsylvania, described on Exhibit "A" to this Agreement, upon which property Adams Pointe I, L.P. intends to submit the property to a Declaration of Condominium known as Adams Pointe Central Condominium ("Central Village"); and

WHEREAS, Adams Pointe II, L.P. is the owner of certain property located in Adams Township, Butler County, Pennsylvania, described on Exhibit "B" attached to this Agreement to which Adams Pointe II, L.P. intends to submit the property to a Declaration of Condominium known as Adams Pointe North Condominium ("North Village"); and

WHEREAS Adams Pointe III, L.P. is the owner of certain property located in Adams Township, Butler County, Pennsylvania, described on Exhibit "C" to this Agreement, upon which property Adams Pointe I, L.P. intends to submit the property to a Declaration of Condominium known as Adams Pointe South Condominium ("South Village"); and

WHEREAS, the Central Village, North Village and South Village are individually referred to as "Village" and collectively as "Villages"; and

WHEREAS, the Declarants have planned for the development of the Villages in a phased project known as Adams Pointe; and

WHEREAS, the Declarants will provide for the creation of a Master Association or for the merger or consolidation of the condominium associations; and

WHEREAS, the Declarants desire to provide for an equitable sharing of costs for improvements benefiting all of the Villages until the Villages are merged, consolidated or a master association is created; and

WHEREAS, the Declarants desire to provide for the rights of all residents to use the Recreational Amenities; and

Returned to Presenter

WHEREAS, Adams Pointe I, L.P. has caused certain recreational, social and business amenities to be constructed on its property, to-wit: an 18,000 square foot community building and swimming pool; and

WHEREAS, Adams Pointe I, L.P. intends to construct a sports court;
and

WHEREAS, Adams Pointe III, L.P. has caused certain recreational amenities to be constructed on its property, to-wit: a swimming pool and playground; and

WHEREAS, Adams Pointe I, L.P. and Adams Pointe II, L.P. have constructed walking trails, sidewalks, picnic areas, grills, car wash and a gazebo;
and

WHEREAS, attached as Exhibit "D" is a drawing showing the major recreational amenities; and

WHEREAS, the Declarant for each of the condominiums has reserved or will reserve a right to compel a merger or consolidation of the Associations or to create a master association; and

WHEREAS, the parties desire to provide for consistent and uniform operation, maintenance and repair of the recreational amenities until such time as the Associations are consolidated or merged; and

WHEREAS, the parties desire to provide for certain cross easements in the event that a merger or consolidation does not occur among the associations.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and intending to be legally bound hereby, the parties agree as follows:

1. Each party agrees that the property contained in the Central Village, North Village and South Village (collectively "Adams Pointe") whose legal descriptions attached hereto as "A", "B" and "C" shall be subject to an easement for the benefit of the other for the following purposes:

a) Access Easement. Each Village shall be subject to a non-exclusive, perpetual easement for the mutual benefit of itself and the owners and occupants from time to time of the other Villages or any part thereof as aforesaid, including members of any of the condominium associations formed, on, over and across the

roads and streets that are in existence or are to be constructed on all or any part of Adams Pointe.

b) Utility and Service Easement. Each party grants to the other for the mutual benefit of themselves and the owners and occupants from time to time of any Village or any part thereof, perpetual easements within their respective Village for the installation, use, maintenance, repair and/or replacement of facilities, lines, conduits, drains and the like (hereinafter collectively "Facilities") for utilities, including but not limited to water, sewer, storm water drainage, sediment control, gas, electric, telephone, television cable and other utility services to serve the improvements on any part of Adams Pointe. Any party wishing to install such Facilities shall be responsible for the installation thereof in a good and workmanlike manner at its sole cost and expense, but after installation the cost of maintenance, repair and replacement shall be paid by the owners benefiting from such easements.

c) Storm Water Easement. Adams Pointe I, L.P. has caused to be constructed in the North Village a storm water detention pond to serve Adams Pointe. Such storm water facilities shall be for the benefit of all parties hereto and a cross easement is created for the benefit of all parties hereto for the utilization of said storm water detention pond and facilities. Each Village shall be responsible for the installation, maintenance, repair and replacement of all inlets, pipes and other facilities for the collection and transmission of storm water to the detention pond. The cost of the maintenance and repair of the storm water detention pond will be divided Pro Rata by the owner or owners of each Village.

2. Security. A common security system has been established for Adams Pointe. This includes security guards, gates, gate fobs, security cameras, smoke and fire alarms, intrusion alarms and sprinkler system. In order to provide for common security, the parties hereby delegate and assign to Adams Pointe I, L.P., and upon the formation of Adams Pointe Central Condominium Association, to it, the responsibility for the operation, maintenance and repair of the security system except the sprinklers. Each of the other parties to this agreement agrees to reimburse Adams Pointe I, L.P. or Adams Pointe Central Condominium Association for its Pro Rata share of any such costs.

3. Walking Trails and Picnic Areas. Each party hereby grants to the other a non-exclusive easement for the mutual benefit of itself and the owners and occupants from time to time of the other Villages, including members of the association, on, over and across the walking trails, sidewalks, grills, gazebos and picnic areas within their Village. Adams Pointe I, L.P. and upon its formation, Adams Pointe Central Condominium Association, shall operate, maintain and repair

these facilities and the other Villages shall reimburse Adams Pointe I, L.P. its Pro Rata share.

4. Recreational Amenities. Attached hereto as Exhibit "D" is a drawing showing the major recreational amenities in the Central and South Villages. The items shown on Exhibit "D" and the items described in Paragraph 3 shall be the "Recreational Amenities". Adams Pointe II, L.P., Adams Pointe North Condominium Association, Adams Pointe III, L.P. and Adams Pointe South Condominium Association do hereby assign to Adams Pointe I, L.P. and Adams Pointe Central Condominium Association the right to manage, operate and maintain the Recreational Amenities shown in the North and South Village.

a) Adams Pointe Central Condominium Association, or in its absence Adams Pointe I, L.P., does hereby accept responsibility and shall operate, manage, repair and replace the Recreational Amenities shown on Exhibit "D". Adams Pointe Central Condominium Association, or in its absence Adams Pointe I, L.P., shall develop an annual budget to show the actual operating expenses of the facilities.

b) The Recreational Amenities shall be subject to a non-exclusive license and easement agreement for the owners and occupants of the South Village and the North Village, including but not limited to members of the condominium associations for those Villages, to utilize the Recreational Amenities.

c) Rules and Regulations. Adams Pointe Central Condominium Association, or in its absence Adams Pointe I, L.P., shall develop reasonable and uniform rules and regulations, including charges for services to be rendered for the Recreational Amenities.

d) User Fees to be Paid by North and South Villages. The condominium associations for the North and South Villages shall pay to Adams Pointe Central Condominium Association, or in its absence Adams Pointe I, L.P., a monthly user fee. The initial monthly user fee shall be set at \$55.00. This fee shall remain as set until January 1, 2004. Thereafter, the fee shall be adjusted based upon the change in the consumer price index over 2002 in the year in which the change is to occur. In the event that a merger or consolidation of the associations or the formation of a master association does not occur as provided hereinafter, at the expiration of five years, the monthly user fee shall be set based upon an annual budget adopted by Adams Pointe Central Condominium Association for the Recreational Amenities. The fees charged shall be based upon the actual cost of operating said facilities plus a reserve for the repair or replacement of those facilities.

e) The monthly user fee shall be paid based upon the number of units that have been certified for occupancy. As units are certified for occupancy, either the unit owner or the Declarant for the Village shall be responsible for the payment of the monthly user fee. The Declarant and the respective condominium associations hereby covenant and agree to include said assessment in the monthly fees charged under their condominium documents.

5. Common Utilities and Improvements. The Declarants have installed and will install certain utilities and improvements for the use and benefit of all the Villages. The improvements are the roads, street lights, Adams Pointe Boulevard lighting and landscaping, sidewalks and walking trails and the lighting thereon, gas grills and picnic areas, car wash and maintenance buildings. The ongoing expenses for operation, maintenance, repair and replacement of these improvements and the utilities to serve them shall be shared on a Pro Rata basis. The utilities shall include electric, gas, water, sewer and trash removal. All utilities for the Recreational Amenities shall be shared on a Pro Rata basis.

6. Pro Rata Definition. Whenever expenses are to be divided on a "Pro Rata" basis, they shall be based upon the total numbers of Residential Units in the Villages provided that at least one Residential Unit has received a Certificate of Occupancy.

7. Termination of Master Declaration for Adams Pointe for Recreational Amenities. In the event that Adams Pointe North Condominium or Adams Pointe South Condominium is merged or consolidated with Adams Pointe Central Condominium, then the provisions of this Master Declaration in Section 4 regarding Recreational Amenities shall terminate with respect to that condominium. Otherwise, this agreement shall continue in full force and effect.


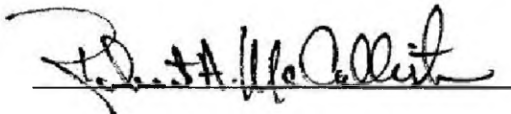
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

ATTEST:

ADAMS POINTE I, L.P., a Pennsylvania
Limited partnership

By: RIDGE DEVELOPMENT CORP., a

Pennsylvania corporation, its sole
general partner



By: _____
Title

ATTEST:

ADAMS POINTE II, L.P., a Pennsylvania Limited partnership

By: RIDGE DEVELOPMENT CORP., a Pennsylvania corporation, its sole general partner

Robert A. McAllister


By: 
Title _____

ATTEST:

ADAMS POINTE III, L.P., a Pennsylvania Limited partnership

By: RIDGE DEVELOPMENT CORP., a Pennsylvania corporation, its sole general partner

Robert A. McAllister


By: 
Title _____

The undersigned Associations join in this Declaration evidencing their consent to assess their members for all charges in this Declaration.

ATTEST:

ADAMS POINTE CENTRAL CONDOMINIUM ASSOCIATION

Robert A. McAllister

By: 
Title _____

ATTEST:

Robert A. McCallister

ADAMS POINTE NORTH CONDOMINIUM
ASSOCIATION

By: _____

Title

ATTEST:

Robert A. McCallister

ADAMS POINTE SOUTH CONDOMINIUM
ASSOCIATION

By: _____

Title

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: S.S.
COUNTY OF BUTLER :

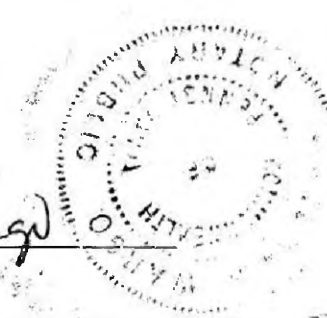
On this 11th day of September, 2002, before me the undersigned officer, personally appeared **Charles J. Better**s, who acknowledged himself to be the President of **Ridge Development Corp.**, the General Partner of **Adams Pointe I, L.P.**, a Pennsylvania limited partnership, and he as such officer executed the foregoing instrument for the purposes therein contained.

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

Sandra A. Wargo

Notary Public

My Commission expires:



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

COMMONWEALTH OF PENNSYLVANIA :
: S.S.
COUNTY OF BUTLER :

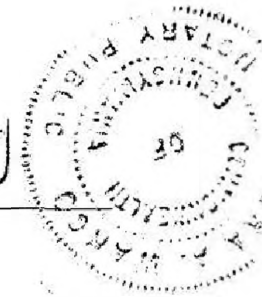
On this 11th day of September, 2002, before me the undersigned officer, personally appeared **Charles J. Better**s, who acknowledged himself to be the President of **Ridge Development Corp.**, the General Partner of **Adams Pointe II, L.P.**, a Pennsylvania limited partnership, and he as such officer executed the foregoing instrument for the purposes therein contained.

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

Sandra A. Wargo

Notary Public

My Commission expires:



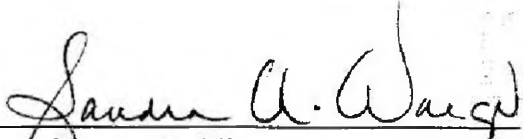
NOTARIAL SEAL
SANDRA A. WARGO, NOTARY PUBLIC
CRANBERRY TWP., COUNTY OF BUTLER
MY COMMISSION EXPIRES JUNE 17, 2006

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: S.S.
COUNTY OF BUTLER :

On this 11th day of September, 2002, before me the undersigned officer, personally appeared **Charles J. Betters**, who acknowledged himself to be the President of **Ridge Development Corp.**, the General Partner of **Adams Pointe III, L.P.**, a Pennsylvania limited partnership, and he as such officer executed the foregoing instrument for the purposes therein contained.

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



Notary Public
My Commission expires:

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

COMMONWEALTH OF PENNSYLVANIA :
: S.S.
COUNTY OF BUTLER :

On this 11th day of September, 2002, before me the undersigned officer, personally appeared **Charles J. Betters**, who acknowledged himself to be the President of **Adams Pointe Central Condominium Association**, a Pennsylvania non-profit corporation, and he as such officer executed the foregoing instrument for the purposes therein contained.

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



Notary Public
My Commission expires:

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

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: S.S.
COUNTY OF BUTLER :

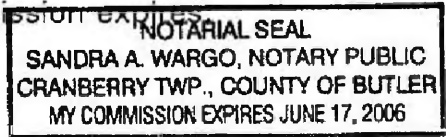
On this 11th day of September, 2002, before me the undersigned officer, personally appeared **Charles J. Betters**, who acknowledged himself to be the President of **Adams Pointe North Condominium Association**, a Pennsylvania non-profit corporation, and he as such officer executed the foregoing instrument for the purposes therein contained.

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

Sandra A. Wargo

Notary Public

My Commission expires:



COMMONWEALTH OF PENNSYLVANIA :
: S.S.
COUNTY OF BUTLER :

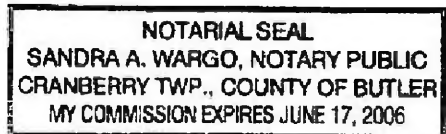
On this 11th day of September, 2002, before me the undersigned officer, personally appeared **Charles J. Betters**, who acknowledged himself to be the President of **Adams Pointe South Condominium Association**, a Pennsylvania non-profit corporation, and he as such officer executed the foregoing instrument for the purposes therein contained.

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

Sandra A. Wargo

Notary Public

My Commission expires:



EXHIBITS

EXHIBIT 'A'

REAL ESTATE DESCRIPTION – ADAMS POINTE I

EXHIBIT 'B'

REAL ESTATE DESCRIPTION – ADAMS POINTE II

EXHIBIT 'C'

REAL ESTATE DESCRIPTION – ADAMS POINTE III

EXHIBIT 'D'

MAJOR RECREATIONAL AMENITIES

EXHIBIT 'A'

ALL THAT CERTAIN lot or piece of ground situate in the Township of Adams, County of Butler Commonwealth of Pennsylvania, and being Parcel 1 of the Adams Pointe Phase I Plan recorded in the Recorder of Deeds' Office of Butler County in Plan Book Volume 209, Pages 11, 12, 13 and 14.

EXHIBIT 'B'

ALL THAT CERTAIN lot or piece of ground situate in the Township of Adams, County of Butler Commonwealth of Pennsylvania, and being Parcel 2 of the Adams Pointe Phase I Plan recorded in the Recorder of Deeds' Office of Butler County in Plan Book Volume 209, Pages 11, 12, 13 and 14.

EXHIBIT 'C'

ALL THAT CERTAIN lot or piece of ground situate in the Township of Adams, County of Butler Commonwealth of Pennsylvania, and being Parcel 3 of the Adams Pointe Phase I Plan recorded in the Recorder of Deeds' Office of Butler County in Plan Book Volume 209, Pages 11, 12, 13 and 14.

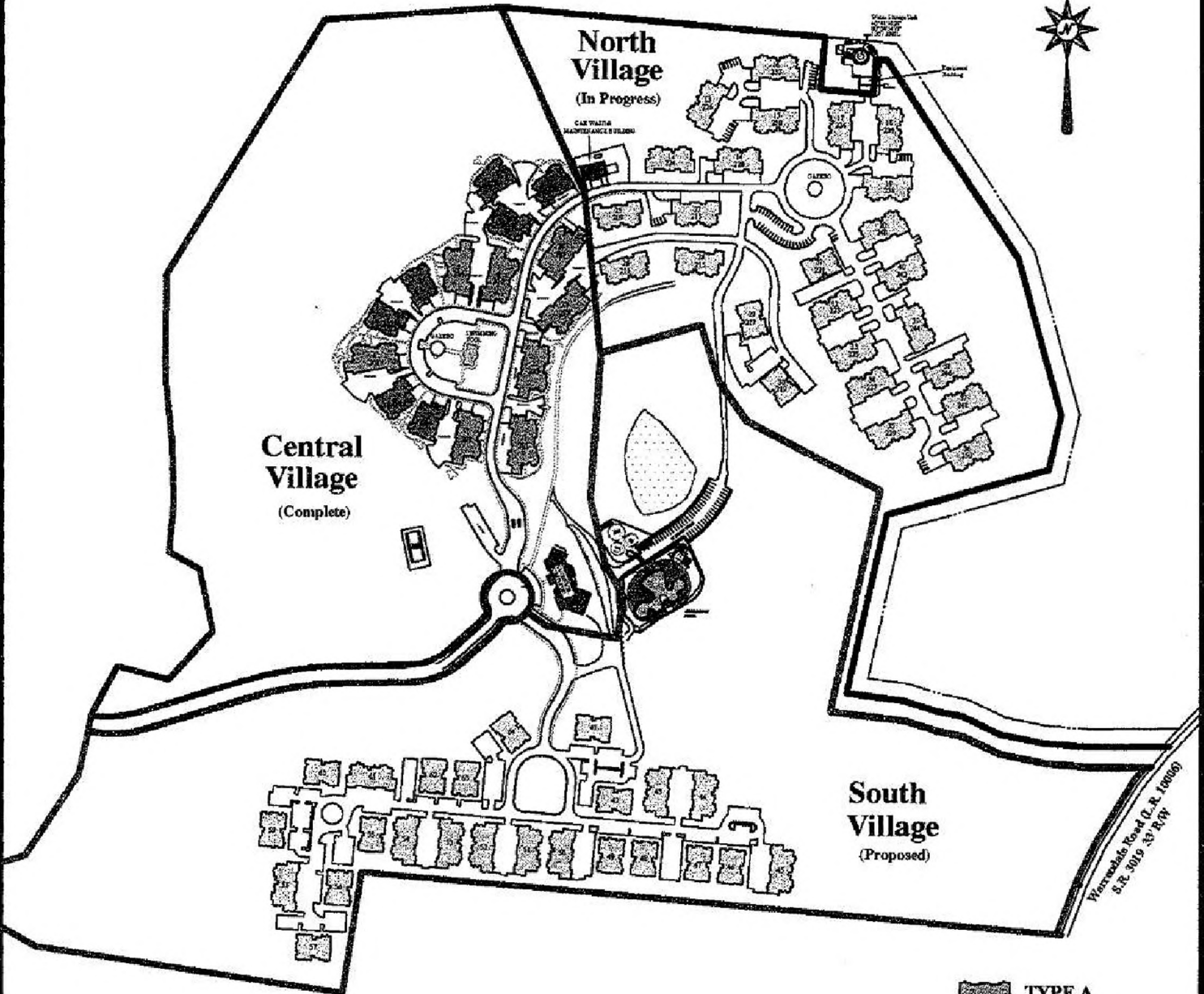
EXHIBIT 'D'





MAJOR RECREATIONAL AMENITIES




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

Michele M. Musello
Michele M. Musello - Recorder of Deeds



-  TYPE A
-  TYPE B
-  TYPE C
-  TYPE E

1 — Building Number
202 — Address

	
THE POINTE AT ADAMS RIDGE	
A, B, C, E	
Building Type, Location Plan	
ADAMS POINTS E.L.P.	N.T.S.
8/14/02	

MASTER DECLARATION

FOR

ADAMS POINTE

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