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Butler County Recorder MEPDILLON

DECLARATION OF CONDOMINIUM
OF
ADAMS POINTE NORTH CONDOMINIUM

Pursuant to the provisions of the
Pennsylvania Uniform Condominium Act,
68 Pa. C.S. §3101 *et. seq.*, as amended

Returned to Presenter

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DECLARATION OF CONDOMINIUM ADAMS POINTE NORTH CONDOMINIUM

ARTICLE I

SUBMISSION; DEFINED TERMS

Section 1.1 Declarant; Property; County; Name. ADAMS POINTE II, L.P., a Pennsylvania limited partnership ("Declarant"), owner in fee simple of the Real Estate described in Exhibit "A" attached hereto, located in Adams Township, Butler County, Pennsylvania, hereby submits the Real Estate, including all easements, rights and appurtenances thereunto belonging and the Buildings and improvements erected or to be erected thereon (collectively, the "Property") to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. §3101 *et seq.* (the "Act"), and hereby creates with respect to the Property a flexible condominium, to be known as "Adams Pointe North Condominium" (the "Condominium").

Section 1.2 Easements and Licenses. Included among the easements, rights and appurtenances referred to in Section 1.1 above are the following recorded easements and licenses, and the Real Estate is hereby submitted to the Act:

- a. Twenty (20) foot Waterline Easement shown on Adams Pointe Phase I Plan;
- b. Forty (40) foot Waterline Easement shown on Adams Pointe Phase I Plan.
- c. Grant of Right of Way and Easement from Adams Pointe I, L.P., Adams Pointe II, L.P. and Adams Pointe III, L.P. to Municipal Water Authority of Adams Township dated July 12, 2000 and recorded in the Recorder's Office of Butler County at Instrument No. 200007120015902.
- d. Right of way Agreement from Adams Pointe II, L.P., Ridge Development to Pennsylvania Power Company dated September 21, 2000 and recorded in the Recorder's Office of Butler County at Instrument No. 200103270006662.
- e. Encroachment of the existing building and parking area onto Parcel WT-5, owned by the Municipal Water Authority of Adams Township.
- f. Master Declaration for Adams Pointe.

g. Easement and License Agreement between Adams Pointe I, L.P. and C. J. Bettters Enterprises dated September _____, 2002 and recorded at Instrument No. _____.

Section 1.3 Defined Terms.

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

1.3.2 The following terms are used or defined in general terms in the Act and shall have specific meanings herein as follows:

- a. "Association" means the Unit Owners' Association of the Condominium and shall be known as the "Adams Pointe North Condominium Association."
- b. "Building(s)" means any building(s) included in the Property.
- c. "Condominium" means the Condominium described in Section 1.1 above.
- d. "Convertible Real Estate" means the Real Estate described in Exhibit "D" attached, so long as Declarant's rights to create Units and/or Limited Common Elements therein continue to exist.
- e. "Declarant" means the Declarant described in Section 1.1 above and all successors to any Special Declarant Rights.
- f. "Declaration" means this document, as the same may be amended from time to time.
- g. "Executive Board" means the Executive Board of the Association.
- h. "Limited Common Elements" means the Common Elements described as such in the Act, all balconies, patios or porches as shown on the Plats and Plans, and all Common Elements that are subsequently assigned as Limited Common Elements pursuant to Section 3.1 hereof.
- i. "Limited Common Expenses" means the Common Expenses incurred for maintenance, repair and/or replacement of certain Limited Common Elements which, pursuant to Section 2.3 of this Declaration, are to be assessed against the Units to which such Limited Common Elements are assigned.
- j. "Plats and Plans" means the Plats and Plans attached hereto as Exhibit "F" and made a part hereof, as the same may be amended from time to time.

k. "Property" means the Property described in Section 1.1 above together with such portions of the Additional Real Estate as shall have been added to the Condominium and less such portions of the Withdrawable Real Estate as shall have been withdrawn from the Condominium.

l. "Withdrawable Real Estate" means the Real Estate described in Exhibit "E" attached, so long as Declarant's rights to withdraw such Real Estate from the Condominium continue to exist.

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

1.3.3 The following terms when used herein shall have the meanings set forth below:

a. "General Common Expenses" means Common Expenses excluding Limited Common Expenses.

b. "Percentage Interest" means the undivided ownership interest in the Common Elements appurtenant to each Unit as set forth in Exhibit "B" attached, as the same may be amended from time to time.

c. "Reserved Common Elements" means portions of the Common Elements which the Executive Board may designate as such from time to time pursuant to Section 3.2 hereof.

d. "Recreation Area" means the area labeled as such in the Cross Easement and License Agreement with the Adams Pointe Central Condominium Association and Adams Pointe I, L.P.

e. "Garage Limited Common Elements" means those portions of the Garage Building as shown on the Plats and Plans, other than the Garage Units, that may be used only by Garage Unit Owners (but not the Owners of any other Units who are not also Garage Unit Owners). The Garage Limited Common Elements shall be appurtenant to all of the Garage Units and shall consist of those portions of the Buildings depicted on the Plats and Plans as being the Garages including, but not limited to, certain structural portions of the Garages, Garage doors and equipment and systems used for the operation of such doors, certain ventilating equipment serving only the Garages and the elevator serving the Garages, electrical fixtures, equipment and systems serving only the Garages (including, but not limited to, the electric meter or meters recording electrical usage in the Garages).

f. "Garage Limited Expenses" means the Limited Expenses associated with the maintenance, operation, repair and replacement of the Garage Limited Common Elements.

g. "Garage Unit" means any of the individual Units in the Garages, as shown on the Plats and Plans.

h. "Garages" means the portion of the ground level of a building which contains Garage Units, as shown on the Plats and Plans.

i. "Master Association" means the Adams Pointe Condominium Association, its successors and assigns if Declarant elects to create a master association.

ji. "Residential Limited Common Elements" means all those portions of the Buildings and the Property that are available for use by all Residential Unit Owners or that serve all Residential Units, but that may not be used by any Garage Unit Owner (unless such Person is also a Residential Unit Owner) and that do not serve or benefit any portion of the Garages. Residential Limited Common elements are appurtenant to all Residential Units. Some of the Residential Limited Common elements are more fully depicted on the Plats and Plans.

k. "Residential Limited Expenses" means the Limited Expenses associated with the maintenance, repair, operation or replacement of the Residential Limited Common Elements.

l. "Residential Unit" means all Units in the Condominium except for the Garage Units.

m. "Rules and Regulations" means such rules and regulations as are promulgated by the Executive Board from time to time, with respect to various details of the sue of all or portions of the Property, either supplementing or elaborating upon the provisions in the Declaration or the Bylaws or both.

n. Adams Pointe Central Condominium means the condominium, if created, located on Parcel 1 of the Adams Pointe Phase I Plan recorded in the Recorder of Deeds Office of Butler County at Plan Book Volume 209, Page 11-14 with Adams Pointe I, L.P. as the Declarant.

o. Adams Pointe South Condominium means the condominium, if created, located on Parcel 3 of the Adams Pointe Phase I Plan recorded in the Recorder of Deeds Office of Butler County at Plan Book Volume 209, Page 11-14 with Adams Pointe III, L.P. as the Declarant.

ARTICLE II

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

Section 2.1 Percentage Interests. Attached as Exhibit "B" is a list of all Units by their Building Type, Unit Type, Identifying Numbers and the Percentage Interest appurtenant to each Unit. The Percentage Interest for a Residential Unit is determined by dividing the size allocated to that Unit by the aggregate size of all Residential Units and 25% of the aggregate size of all Garage Units. The Percentage Interest for a Garage Unit is determined by taking 25% of the size allocated to a Garage Unit by the aggregate size of all Residential Units and 25% of the aggregate size of all Garage Units.

Section 2.2 Unit Boundaries. The title lines or boundaries of each Unit are situated as shown on the Plans and described as follows: all walls, floors, ceilings, doors and windows within or comprising part of each Unit. Each Unit shall include the items within the Unit or part of the title lines described in § 3202 of the Act which are appurtenant to the Unit, as follows:

- a. All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces of such boundary walls, floors or ceilings are a part of the Unit, and all other portions of such boundary walls, floors or ceilings are a part of the Common Elements.
- b. If any chute, flue, duct, wire, conduit, bearing wall, bearing column or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common element allocated solely to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements.
- c. Subject to the provisions of subparagraph b, all spaces, interior partitions and other fixtures and improvements within the boundaries of a Unit are a part of the Unit.
- d. Any shutters, window boxes, balconies and terraces (including railings), and windows or other fixtures (including sills, frames and hardware) designed to serve a single Unit, but located outside the Unit's boundaries, are Limited Common elements allocated exclusively to that Unit.

There is also included within a Unit (by way of illustration and not limitation):

- a. The air space enclosed within the title lines described above.

b. All partitions which are wholly contained within such title lines, including (but not limited to), all doors, door frames, hardware, electrical outlets and wiring, telephone outlets and conduits, and other equipment and devices in such partitions serving only such Unit.

c. All plumbing fixtures located within such title lines and serving only such Unit, and their water and waste connections.

d. All items of kitchen equipment located within such title lines and serving only such Unit, and such equipment's water, waste and electrical connections.

e. Exhaust fans and the grilles, registers, ventilation ducts and related fixtures which serve only such Unit, whether or not any of the foregoing is located in any portion of the Common Elements.

f. Lighting devices (including, by way of illustration and not limitation, lamps and bulbs which are surface mounted on, recessed in, or suspended from, ceilings, walls and partitions within or on the perimeter of such Unit) serving only such Unit whether or not such lighting devices are themselves located entirely within the title lines of such Unit.

g. Outlets, wires, cables, conduits, circuits and related equipment transmitting electricity for lighting and power or transmitting electrical impulses and signals (including, but not limited to, impulses and signals for telephone, telegraph and television transmission, except to the extent otherwise specifically provided herein) which serve only such Unit and which are located entirely within the title liens of such Unit.

h. Surface-mounted and recessed medicine cabinets (including, by way of illustration and not limitation, all associated lighting fixtures and accessories).

i. Refrigerators, ranges, dishwashers, clothes washers and dryers, garbage disposal units and other appliances (if any), and the portions of their water, waste, electrical and exhaust connections located within such title lines and serving only such Unit.

j. Notwithstanding the foregoing, the sprinkler system regardless of location and all drainpipes located outside the Unit shall be Common Elements.

Those portions of any lighting devices, outlets, medicine cabinets, exhaust fans, ventilation ducts, registers, grilles and similar fixtures which serve only such Unit and which lie partially within and partially outside the title lines of a Unit shall be deemed to be a part of such Unit.

Section 2.3 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 Association in accordance with the provisions of § 3307 of the Act, except as expressly set forth to the contrary herein. All Common Expenses associated with the maintenance, repair and replacement of a Limited Common Element other than a balcony, terrace or patio Limited Common Element shall be assessed as Limited Expenses against the Units to which such Limited Common Element was assigned or appurtenant at the time the expense was incurred in the same proportions as the respective Percentage Interests of all such Units. Structural repairs and/or replacements of such Limited Common Elements shall be the responsibility of the Association, the costs to be charged as Limited Expenses among all of those Units to which such a type of Limited Common element is appurtenant.

Section 2.4 Relocation of Unit Boundaries; Subdivision and Conversion of Units. Subject to Section 7.2, relocation of boundaries between Units and subdivision or conversion of Units will be permitted subject to compliance with the provisions therefore in §§ 3214 and 3215 of the Act. Subdivision or conversion of Units by the Declarant pursuant to § 3215(c) of the Act may not result in more than twenty-five (25) additional Units.

Section 2.5. Alterations of Units. Subject to requirements of law and to applicable Rules and Regulations, a Unit Owner:

- a. May make any improvements or alterations to his Unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Buildings.
- b. May not change the appearance of the Common Elements or the exterior appearance of a Unit or any other portion of the Condominium without permission of the Association.
- c. After acquiring an adjoining Unit or an adjoining part of an adjoining Unit (adjacent, above or below), may remove or alter any intervening partition or create apertures therein, even if the partition, in whole or in part, is a Common Element, if those acts do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Condominium. Removal of partitions or creation of apertures under this paragraph is not an alteration of boundaries.
- d. Shall refrain from making any alteration that will adversely affect either the fire retardant or sound absorbent quality of the Buildings or violate any applicable law, ordinance or governmental rule, regulation or order.
- e. Shall obtain the approval of the Executive Board (which approval shall not be unreasonably withheld or delayed) for any alteration to the Buildings prior to the commencement of any such alteration, subject to exemptions pursuant to the Rules and Regulations, if any.

f. Shall expeditiously complete all alterations: (i) in accordance with the plans and specifications therefore which have been prepared at such Unit Owner's expense and which have been approved by the Executive Board prior to the commencement of such alterations, if required; and (ii) without incurring any mechanics' or materialmen's liens.

g. Shall pay all costs and expenses incurred in connection with the Board review and approval process and the preparation, review, execution and recording of any amendment to the Declaration (including the Plats and Plans) needed in order to reflect the condition of the Buildings after completion of such alterations, which amendment shall be recorded by the Executive Board if such amendment conforms to the requirements of the Act and if such amendment is approved in writing by all Owners of all Units, the appearances of which on such amendment differ from their respective appearances on the Plats and Plans prior to such amendment, and such amendment shall not require any additional authorization or approval, notwithstanding anything contained elsewhere in this Declaration to the contrary.

h. Shall not permit installation, removal, reconstruction or repair of any electrical lighting, signal transmission and/or power circuit or electric outlet box or terminal device included in such outlet box, or any items of heating or air-conditioning equipment, or any ventilation or exhaust duct or related equipment, any of which is located within an interior partition of a Unit or within the ceiling above a Unit, until after application has been made to and written approval has been received from the Executive Board. Such approval shall be granted only if the work performed shall be of similar or superior quality to that then prevailing in the Buildings and shall be performed by qualified personnel. The cost of such installation, removal, reconstruction or repair, whether undertaken by a Unit Owner or by the Association (under procedures which may be established by the Executive Board) shall be borne by the Unit Owner of the Unit benefited thereby.

2.6. Unit Owner's Voting Rights with Respect to Certain Limited Expense Budget Items.

a. Notwithstanding the provisions of Section 4.1 to the contrary, the owners of a majority of the Garage Units shall have the power to reject that portion of the budget of the Association (including, but not limited to, proposed capital expenditures) relating to the operation, maintenance, repair or replacement of the Garage Limited Common elements, even if such portion of the budget has not been rejected by a majority of all Unit Owners pursuant to Section 3303(b) of the Act. The provisions of Section 3303(b) shall govern the rights of owners of Garage Units to reject such budget items or capital expenditures. For the purpose of any vote held pursuant to this subparagraph, owners of Garage Units shall be entitled to cast one vote for each Garage Unit owned.

b. Notwithstanding the provisions of Section 4.1 to the contrary, by vote of a majority of the votes held by Residential Unit Owners, the Owners of the Residential Units shall have the power to reject that portion of the budget of the Association (including, but not limited to, proposed capital expenditures) relating to the operation, maintenance, repair or replacement of the Residential Limited Common Elements even if such portion of the budget has not been rejected by a majority of all Unit Owners pursuant to Section 3303(b) of the Act. The provisions of Section 3303(b) shall govern the rights of Owners of Residential Units to reject such budget items or capital expenditures. For the purpose of any vote held pursuant to this subparagraph, the number of votes allocated to the Owner of each Residential Unit shall be equal to the Residential Interest of such Unit.

ARTICLE III

ALLOCATION AND RESTRICTION OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section 3.1 Limited Common Elements. The balconies and patios which are attached to Units, as shown on the Plats and Plans, are Limited Common Elements appurtenant to the Units they serve.

Section 3.2 Designation of Reserved Common Elements. Reserved Common Elements are those 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 or by non-owners of any Units for specified periods of time or by only those persons paying fees or satisfying other reasonable conditions for use as may be established by the Executive Board. Included in the Reserved Common Elements shall be one Unit to be used as the residence of the Condominium manager, and the swimming pool, meeting rooms, and such areas as the Executive Board may designate for commercial uses.

ARTICLE IV

EASEMENTS

Section 4.1 Additional Easements. In addition to and in supplementation of the easements provided for by §§3216, 3217 and 3218 of the Act, the following easements are hereby created:

4.1.1 Offices and Models. Declarant shall have the right to maintain sales offices, management offices and models throughout the Property. Declarant reserves the right to place one or more 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. Declarant may from time to time relocate models, management offices and

sales offices to different locations within the Common Elements. Declarant shall have the right to remove any such models, management offices and/or sales offices from the Common Elements at any time up to thirty (30) days after Declarant ceases to be a Unit Owner.

4.1.2 Utility Easements. The Units and Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant, 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 or Adams Pointe Central Condominium or Adams Pointe South Condominium. The easements created in this Section 4.1.2 shall include, without limitation, rights of Declarant, or 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 4.1.2, 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 so as not to materially interfere with the use or occupancy of the Unit by its occupants.

4.1.3 Declarant's Easement to Correct Drainage. Declarant reserves an easement 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 4.1.3 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 Declarant shall restore the affected property as closely to its original condition as practicable.

4.1.4 Declarant's Easement for Development of Adams Pointe Central Condominium and Adams Pointe South Condominium.

4.1.4.1 Declarant reserves an easement on, over and under those portions of the Common Elements not located in a Building which contains Units, for all purposes relating to the construction, development, leasing, and sale of improvements on the Adams Pointe Central Condominium and Adams Pointe South Condominium. This easement shall include without limitation, the right of vehicular and pedestrian ingress and egress, the right to park motor vehicles and to engage in construction and marketing activities of any nature whatsoever, including the movement and storage of building materials and equipment, the conduct of sales, leasing and management activities, the maintenance of models and offices and the erection and maintenance of directional and promotional signs.

4.1.4.2 Declarant's right to maintain models and offices on the Common Elements under this Section 4.1.4 is subject to the limitation that Declarant may not maintain on the Common Elements more than two (2) models or offices pertaining to Declarant's activities on the Adams Pointe Central Condominium and Adams Pointe South Condominium.

Any such model or office may not be larger than the largest Unit. Such models or offices maintained by Declarant pursuant to this Section 4.1.4 may be located on any portion of the Common Elements not located in a Building, which contains Units, and may be relocated and removed by Declarant at Declarant's sole discretion.

4.1.4.3 The easement created by this Section 4.1.4 shall terminate upon the merger or consolidation of all of the Adams Pointe Central Condominium and Adams Pointe South Condominium with Adams Pointe North Condominium. Declarant, upon the annexation of all of the Additional Real Estate to the Condominium, shall have the easements and rights for construction and marketing activities with respect to the Condominium as are otherwise provided in the Act and this Declaration.

4.1.5 Easement for Use of Recreation Area.

4.1.5.1 Each Unit Owner and each person lawfully residing on the real estate described in Exhibit "C" is hereby granted a non-exclusive perpetual right and easement of access to and enjoyment in common with others of the amenities and commercial and recreational facilities constituting the Recreation Area.

4.1.5.2 The rights and easements of access and enjoyment created hereby shall be subject to the terms and conditions set forth in the Master Declaration for Adams Pointe attached as Exhibit "C" which includes:

- a. the right of Adams Pointe I, L.P. or the Adams Pointe Central Condominium Association to charge users reasonable fees for the use of the Recreation Area; and
- b. the right of Adams Pointe I, L.P. or the Adams Pointe Central Condominium Association to adopt rules and regulations governing the use of the Recreation Area.

4.1.5.3 As a condition of the enjoyment of the easement created by the License Agreement, the record owners in fee simple of each portion of the real estate described in Exhibit "C" shall pay to the Association each month an assessment levied exclusively for a proportionate share of the costs for the management, operation, repair, replacement and maintenance of the Recreation Area and for services and facilities related thereto. The assessment payable by each such record owner shall equal the amount determined in accordance with the License Agreement. If and when Adams Pointe North Condominium Association and Adams Pointe Central Condominium Association are merged or consolidated, then the fees and expenses related to the recreation areas shall be Common Expenses.

4.1.6. Access. The Units and the Limited Common Elements are hereby made subject to the following easements:

a. In favor of the Association and its agents, employees and independent contractors, (i) for inspection of the Units and Limited Common Elements in order to verify the performance by Unit Owners of all items of maintenance and repair for which they are responsible, (ii) for inspection, maintenance, repair, and replacement of the Common elements or the Limited Common elements situated in or accessible from such Units or Limited Common elements, or both, and (iii) for correction of emergency conditions in one or more Units or Limited Common Elements, or both, or casualties to the Common Elements, the Limited Common elements and/or the Units, it being understood and agreed that the association and its agents, employees and independent contractors shall take reasonable steps to minimize any interference with a Unit Owner's use of his Unit resulting from the Association's exercise of any rights it may have pursuant to this Section; and

b. In favor of the Unit Owner benefited thereby and the Association and its agents, employees and independent contractors, for the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, electrical, telephone, telegraph or other communication systems and all other utility lines and conduits which are part of the Common Elements and which pass across or through a portion of one or more Units.

c. Structural Support. To the extent necessary, each Unit shall have an easement for structural support over every other Unit in the Condominium and the Common Elements shall be subject to an easement for structural support in favor of every other Unit in the Condominium.

4.1.7. Rights of the Association. In addition to any other rights and powers that the Association may possess pursuant to this Declaration, the Bylaws, the Rules and Regulations and the Act, as they may be amended from time to time, the Association shall have:

a. The right to grant permits, licenses and easements over the Common Elements for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the condominium; and

b. A reasonable right of entry into any Unit to make emergency repairs and to do other work reasonably necessary for the proper maintenance or operation of the Condominium. Each Unit Owner shall furnish the Association with a set of all keys necessary to gain access to his Unit in the exercise of such rights at the time any locks are changed or installed in the doors to such Unit. The Association shall maintain appropriate security measures to prevent access to such keys by unauthorized persons. The Association shall also have the right (but not the obligation), at its election, to install security locks on doors leading into the Building and to issue copies of keys or entry cards to all Unit Owners requiring access to such areas. The Association is empowered to charge Unit Owners a reasonable fee for the cost of such security cards or keys.

4.1.8 Easement to Mechanical Room. The Plats and Plans show a Common Element for a Mechanical Room within each Building. The only access to this

Mechanical Room is through the Garage Unit. An easement for access to the Mechanical Room is reserved to the Association. The Owner of the Garage Unit and accompanying Residential Unit shall maintain electric service for the Mechanical Room. The Association shall pay to the Owner of the Unit providing electricity to the Mechanical Room Fifty Dollars (\$50.00) per month which amount will be adjusted annually commencing in 2004 based upon increases in the Consumer Price Index for the preceding year.

ARTICLE V

AMENDMENT OF DECLARATION

Section 5.1 Amendment Generally. This Declaration may be amended only in accordance with the procedures specified in Section 3219 of the Act, the other Sections of the Act referred to in Section 3219 thereof and the express provisions of this Declaration.

Section 5.2 Rights of Secured Lenders. Subject to the limitations imposed by Section 3221 of the Act and except as set forth below, no amendment of this Declaration may be made without the prior written approval of all record holders of first mortgages on Units if and to the extent that such approval is required by the Act. Such approval shall not be required with respect to any Amendment pursuant to Articles VI, VII or VIII below. [In addition, any published requirement of the Federal National Mortgage Association, or its successors (collectively "FNMA") or of the Federal Home Loan Mortgage Corporation, or its successors (collectively "FHLMC") with respect to approval of amendments to the Declaration by holders of mortgages on Units shall be complied with if, at the time such amendment is submitted to the Unit Owners for their approval, one or more mortgages on Units is held by whichever of FNMA or FHLMC imposes such requirement and the Executive Board has been notified in writing that a mortgage is held by the entity imposing such requirement.]

Section 5.3 Rights of Declarant. No change, modification or amendment which adversely affects the rights, privileges or obligations of the Declarant which are granted under this Declaration, the Bylaws or the Act shall be effective without the prior written consent of the Declarant, until such time as Declarant owns five (5) or fewer Units.

ARTICLE VI

OPTION TO WITHDRAW REAL ESTATE

Declarant hereby explicitly reserves an option, until the seventh (7th) anniversary of the recording of this Declaration, to withdraw Withdrawable Real Estate from the Condominium from time to time in compliance with Section 3212 of the Act, without the consent of any Unit Owner or holder of a mortgage on any Unit. This option to withdraw may be terminated prior to such anniversary only upon the filing of an amendment to this Declaration by the Declarant. Declarant expressly reserves the right to withdraw any or all portions of the Withdrawable Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be withdrawn, added or converted, except as set forth in Section 3212 of the Act; provided, however, that the Withdrawable Real Estate shall not exceed the area described as such on Exhibit "E" hereto. There are no other limitations on this option to withdraw the Withdrawable Real Estate from the Condominium.

ARTICLE VII

CONVERTIBLE REAL ESTATE

Section 7.1 Reservation. Declarant hereby explicitly reserves an option, until the seventh (7th) anniversary of the recording of this Declaration, to convert all or any portion of the Convertible Real Estate to 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 holder of a mortgage on any Unit. This option to convert may be terminated prior to such anniversary only upon the filing of an amendment to this Declaration by the Declarant. Declarant expressly reserves the right to convert any or all portions of the Convertible Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be converted, added or withdrawn; provided, however, that the Convertible Real Estate shall not exceed the area described as such on Exhibit "D" hereto. There are no other limitations on this option to convert Convertible Real Estate.

Section 7.2 Assurances. If the Convertible Real Estate is converted, the Buildings on the Convertible Real Estate will be located approximately as shown on the Plats and Plans. At such time as the Convertible Real Estate is completely converted, the maximum number of Units in the Convertible Real Estate as an aggregate will be no more than one hundred thirty six (136) Residential Units and not more than eleven (11) Garage Units for each Building. Any Buildings to be constructed within the Convertible Real Estate and Units therein shall be compatible in quality, size, materials and architectural style with the Buildings and Units on other portions of the Property. Notwithstanding the foregoing, some Buildings may not contain any Garage Units. All restrictions in this Declaration affecting use, occupancy and alienation of Units shall apply to Units created within the Convertible Real Estate. No assurances are made as to any other improvements and Limited Common Elements to be made or created in the Convertible Real Estate, nor the proportion of Limited Common Elements to Units therein. The

reallocation of Percentage Interests in the Convertible Real Estate and the Property shall be computed as required by Section 2.1 above.

ARTICLE VIII

USE RESTRICTIONS

Section 8.1 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:

8.1.1 Unit Uses. Except as otherwise specifically provided in this Declaration, no unit shall be used for any purpose other than that of a residence for individuals living together as a single housekeeping unit, and uses customarily incidental thereto, provided, however, that no unit may be used as a group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care or treatment facility. Notwithstanding the foregoing: (i) an occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, conducting personal business (provided that such use does not involve customers, employees, licensees or invitees coming to the unit), making professional telephone calls or conducting correspondence, in or from a unit is engaging in a use expressly declared customarily incidental to residential use and is not in violation if these restrictions; (ii) it shall be permissible for the Declarant to maintain, during the period of its sale or rental of units, one or more Units as sales and rental models and offices, and for storage and maintenance purposes; and (iii) one or more Units may be maintained for the use of the Association in fulfilling its responsibilities.

8.1.2 Common Area Uses. The Common Areas (except the Limited Common Areas) shall be used in common by Unit owners and occupants and their agents, servants, customers, invitees and licensees, in accordance with the purposes for which they are intended, reasonably suited and capable, and as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of Units. Unless expressly provided otherwise herein, no Common Areas shall be used for any purposes other than the health, safety, welfare, convenience, comfort, recreation or enjoyment of Unit owners and occupants.

8.1.3 Limited Common Area Uses. Those portions of the Common Areas described herein and shown on the Drawings as Limited Common Areas shall be used and possessed exclusively by the Unit owners and occupants of the Unit or Units served by the same, as specified in this Declaration and the Act.

8.1.4 Visible Areas. Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows (except inoffensive drapes, curtains, or louvered blinds) or placed on the outside walls of a building or otherwise outside of a Unit, or any part thereof, and no sign, awning, canopy, shutter or television or citizens' band or other radio antenna or transmitter, or any other device or ornament, shall be affixed to or placed upon the

exterior walls or roof or any part thereof, or in, on, or over a patio or balcony, unless authorized by the Executive Board.

8.1.5 Offensive Activities. No noxious or offensive activity shall be carried on in any Unit, or upon the Common or Limited Common Areas, nor shall any be used in any way or for any purpose which may endanger the health of or unreasonably disturb any occupant.

8.1.6 Vehicles. The Board may promulgate rules and regulations restricting or prohibiting the parking of automobiles, inoperable vehicles, trucks, boats and recreational vehicles on the Common Areas, or parts thereof, and may enforce such regulations or restrictions by levying enforcement charges, having such vehicles towed away, or taking such other actions as it, in its sole discretion, deems appropriate.

8.1.7 Signs. No sign of any kind shall be displayed to the public view on the Condominium Property except: (a) on the Common Areas, signs regarding and regulating the use of the Common Areas, provided they are approved by the Board; (b) on the interior side of the window of a Unit, one professionally prepared sign advertising the Unit for sale or rent; and (c) on the Common Areas and model Units, signs advertising the sale and/or rental of Units by the Declarant during the sale period.

8.1.8 Replacements. Any building erected to replace an existing building containing Units shall be of new construction, be of comparable size, design and construction to that replaced, and shall, contain a like number of Units of comparable size to the Units in the building replaced.

8.1.9 Structural Integrity. Nothing shall be done in any Unit, or in, on or to the Common or Limited Common Areas, which may impair the structural integrity of any improvement.

8.1.10 Construction in Easements. No structure, planting or other material shall be placed or permitted to remain within the easements for the installation and maintenance of utilities and drainage facilities which may damage or interfere with the installation and maintenance of utility lines or which may change the direction or the flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easement areas. The utility facilities within the easement areas shall be subject to the right of the Association to maintain the same, and its right to delegate that right to a public authority or utility.

8.1.11 Animals. Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or on the Common Areas. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained in a Unit, provided that: (i) no animals shall be permitted in any portion of the Common Areas except on a leash (not longer than six feet in length) maintained by a responsible person; (ii) the permitting of animals shall be subject to such rules and regulations as

the Board may from time to time promulgate, including, without limitation, the right to place limitations on the size, number and type of such pets, and the right to levy enforcement charges against persons who do not clean up after their pets; and (iii) the right of an occupant to maintain an animal in a Unit shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Condominium or other Units or occupants.

8.1.12 Conveyances. Each Unit shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof. The undivided interest of a Unit in the Common Areas shall be deemed to be conveyed or encumbered with the Unit even though that interest is not expressly mentioned or described in the deed, mortgage or other instrument of conveyance or encumbrance. The right of a Unit owner to sell, transfer or otherwise convey that owner's Unit is not subject to any right of first refusal or similar restriction, and any Unit owner may transfer that owner's Unit free of any such limitation. To enable the Association to maintain accurate records of the name and addresses of Unit owners, each Unit owner agrees to notify the Association, in writing, within five days after an interest in that Unit owner's Unit has been transferred to another person. In addition, each Unit owner agrees to provide to a purchaser of that owner's Unit a copy of the Condominium organizational documents and all effective rules and regulations.

8.1.13 Discrimination. No action shall at any time be taken by the Association or its Board which in any manner would discriminate against any Unit owner in favor of another.

8.1.14 Architectural Control. No building, fence, wall, sign or other structure shall be commenced, erected or maintained upon the Condominium Property, or any part thereof, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Board or its designated representative, as to lawfulness and appropriateness, and as to harmony or design, color and location in relation to surrounding structures and topography. In the event the Board, or its designated representative, fails to approve or disapprove such plans and specifications within sixty (60) days after they have been submitted to it, approval will not be required and these provisions will be deemed to have been fully complied with. The above shall not apply to Declarant or its Designated Builders during new construction of units and both Declarant and Designated Builders shall not be required to obtain Board approval for the construction of new units.

8.1.15 Reasonable Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property, may be promulgated from time to time by the Executive Board, subject to the right of the 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.

8.1.16. Each Garage Unit may be used solely for parking one (1) operable passenger motor vehicle. No structure or improvements shall be erected thereon or therein. The use of the Garage shall also be subject to any Rules and Regulations promulgated by the Executive Board.

ARTICLE IX

MORTGAGES

Section 9.1 Permitted Mortgages. A Unit Owner other than the Declarant or the Executive Board may not voluntarily encumber or subject his or its Unit to any lien, other than the lien of a Permitted Mortgage. Whether or not they expressly so state, all such Permitted Mortgages and the obligations secured thereby shall be deemed to provide, generally, that the Permitted Mortgage, and the rights and obligations of the parties thereto, shall be subject to the terms and conditions of the Act and this Declaration and shall be deemed to provide specifically, but without limitation, that the Permitted Mortgagee shall have no right (a) to participate in the adjustment of losses with insurers or in the decision as to whether or not or how to repair or restore damage to or destruction of the Property, or (b) to 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 prepayable, without penalty, upon the happening of any termination of the Condominium or determination not to restore or replace the affected Unit. No Unit Owner shall deliver any Permitted Mortgage, or any obligation to be secured thereby, unless it has first notified the Executive Board of the name and address of the proposed Permitted Mortgagee and of the amount of the debt proposed to be so secured. When such a Permitted Mortgage is delivered to the Permitted Mortgagee, the Unit Owner shall simultaneously provide executed or conformed copies to the Executive Board. Upon receipt of such copy of a Permitted Mortgage, the Secretary of the Executive Board shall instruct the insurer of the Property to add the name of the Permitted Mortgagee to the mortgagee loss payable provision of the hazard insurance policy covering the Property and to provide such Permitted Mortgagee with a Certificate of Insurance showing that the Permitted Mortgagee's name has been so added. The lien of any purported mortgage which does not comply with all the requirements of this Article X shall not attach to or affect the Property or any part thereof or interest therein and shall be of no force and effect as and to the extent that it purports to relate thereto. The Secretary shall maintain a register of such Permitted Mortgages, showing the names and addresses of the Permitted Mortgagees and the amount secured thereby.

ARTICLE X RESTRICTIONS

10.1. Restrictions. 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 (except for a lease or sublease made by a Posted Mortgagee which is either in possession or is a purchaser at judicial sale): (1) no residential Unit may be leased or subleased for transient or hotel purposes or for an initial term of less than seven (7) days; (2) no Unit may be leased or subleased without a written lease or sublease; (3) a copy of such lease or sublease shall be furnished to the Executive Board within ten (10) days after execution thereof; and (4) the rights of any lessee or sublessee shall be bound by and the Association may enforce against the lessee or sublessee, the covenants, conditions and restrictions set forth in the Declaration, Bylaws and Rules and Regulations and a default thereunder shall constitute a default under the lease or sublease; provided, however, that the foregoing shall not impose any direct liability on any lessee or sublessee of a Unit to pay Common Expense assessments on behalf of the Owner of that Unit."

ARTICLE XI BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT

Section 11.1 Monthly Payments. All Common Expense assessments made in order to meet the requirements of the Association's annual budget shall be payable in equal monthly installments in advance on the first day of each month. Special assessments 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.

Section 11.2 Subordination of Certain Charges. Any fees, charges, late charges, fines and interest which may be levied by the Executive Board pursuant to Sections 3302(a)(10), (11) and (12) of the Act, shall be subordinate to the lien of a Permitted Mortgage on a Unit.

Section 11.3 Surplus. The budget of the Association shall segregate Limited Common Expenses from General Common Expenses. Any amounts accumulated from assessments for Limited Common Expenses and income from the operation of Limited Common Elements to which such Limited Common Expenses pertain in excess of the amount required for actual Limited Common Expenses shall be held by the Association as reserves for future Limited Common Expenses. Any amounts accumulated from assessments for General Common Expenses and income from the operation of the Common Elements to which such General Common Expenses pertain in excess of the amount required for actual General Common Expenses shall be held by the Association as reserves for future General Common Expenses.

Section 11.4 Assignment of Income Rights. The Association may assign its rights to future income, including payments made on account of assessments for General Common Expenses and Limited Common Expenses, to secure any loan obtained by the

Association for repairs, replacements or capital improvements to the Common Elements, provided that any such assignment is authorized by the vote of not less than 75% of the members of the Executive Board.

Section 11.5 Initial Capitalization. At the closing for the initial transfer of title from the Declarant to a non-Declarant purchaser of each Unit, the Association shall collect from such purchasers an amount equal to two months' assessments, which monies shall be deposited into an initial working capital fund under control of the Association. While Declarant controls the Association, it cannot use any of the working capital funds to defray its expenses, reserve contributions or construction costs or to make up any budget deficits. No Unit Owner is entitled to a refund of these monies by the Association upon the subsequent conveyance of his Unit or otherwise. Such payments do not constitute advance payments of regular assessments.

Section 11.6 Accounting. On or before the first day of May of each calendar year commencing 2003, the Executive Board shall supply to all Unit Owners an itemized accounting of the Common Expenses for the preceding calendar 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 Association, and showing the net excess or deficit of income over expenditures plus reserves.

Section 11.7 Acceleration. If a Unit Owner is in default in the payment of the aforesaid charges or monthly installments of assessments for sixty (60) days, the Executive Board may, in addition to all other remedies in the Act or Declaration contained, accelerate all other charges and monthly installments of assessments to become due for the next twelve (12) months on the basis of the budget for the calendar year in which such default occurs and assuming the same budget for the following year; provided, however, a foreclosing Posted Mortgagee shall be entitled to automatic subordination of such sums in excess of the amounts given priority in lien or payment over mortgage liens in the Act.

Section 11.8 Collection Charges. Any delinquent Owner shall also be obligated to pay (i) all expenses of the Board, including reasonable attorneys' fees, incurred in the collection of the delinquent assessments by legal proceedings or otherwise; and (ii) any amounts paid by the Board for taxes or on account of superior liens or otherwise to protect its lien, which expenses and amounts, together with accrued interest, shall be deemed to constitute part of the delinquent assessments and shall be collectible as such, subject to Section 12.2 above.

ARTICLE XII

RIGHTS OF PERMITTED MORTGAGEES

Section 12.1 Reports and Notices. Upon the specific written request of a holder of a mortgage on a Unit or its servicer to the Executive Board, the mortgagee shall be entitled to receive some or all of the following as designated in the request:

- a. Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Executive Board to the Owner of the Unit covered by the mortgage;
- b. Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Unit Owners;
- c. Copies of notices of meetings of the Unit Owners and the right to designate a representative to attend such meetings;
- d. Notice of the decision of the Unit Owners to make any material amendment to this Declaration;
- e. Notice of substantial damage to or destruction of any Unit (the repair of which would cost in excess of \$1,000) or any part of the Common Elements (the repair of which would cost in excess of \$10,000);
- f. Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Property;
- g. Notice of any default by the owner of the Unit which is subject to the mortgage, where such default is not cured by the Unit Owner within thirty (30) days after the giving of notice by the Association to the Unit Owner of the existence of the default;
- h. The right to examine the books and records of the Executive Board at any reasonable time; or
- i. Notice of any decision by the Executive Board to terminate professional management and assume self-management of the Property.

The request of a mortgagee or its servicer 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 a mortgagee hereunder.

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

ARTICLE XIII

DECLARANT'S RIGHTS

Section 13.1. Control.

(a) Until the 60th day after conveyance of 64 Residential 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. Declarant may not unilaterally remove any members of the Executive Board elected by Unit Owners other than Declarant.

(b) Not later than 60 days after conveyance of 64 Residential Units to Unit Owners other than Declarant, two of the five (5) members of the Executive Board shall be elected by Unit Owners other than Declarant.

(c) Not later than the earlier of (i) seven years after the date of the recording of this Declaration, or (ii) 180 days after 192 of the Residential Units which may be constructed on the Property have been conveyed to Unit Owners other than Declarant, all members of the Executive Board shall resign, and the Unit Owners (including Declarant to the extent of Units owned by Declarant) shall elect a new *five* member Executive Board.

ARTICLE XIV

LIMITATION OF LIABILITY

Section 14.1 Standard of Conduct.

(a) In the performance of their duties, the officers and members of the Executive Board shall stand in a fiduciary relation to the Association and shall perform their duties, including duties as members of any committee of the Board upon which they may serve, in good faith, in a manner they reasonably believe to be in the best interests of the Association and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances.

(b) In discharging the duties of their respective positions, the Executive Board members and officers may, in considering the best interests of the Association, consider the effects of any action upon employees and upon suppliers of the Association and upon communities in which the Condominium is located, and all other pertinent factors. The consideration of those factors shall not constitute a violation of the standards described above.

(c) Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as an Executive Board member or officer or any failure to take any action shall be presumed to be in the best interest of the Association.

Section 14.2 Good Faith Reliance. In performing his duties, an officer or Executive Board member shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following:

(a) One or more other officers or employees of the Association whom the officer or Executive Board member reasonably believes to be reliable and competent in the matters presented.

(b) Counsel, public accountants or other persons as to matters which the officer or Executive Board member reasonably believes to be within the professional or expert competence of such person.

(c) A committee of the Executive Board upon which he does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the officer or Executive Board member reasonably believes to merit confidence.

An officer or Executive Board member shall not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause his reliance to be unwarranted.

Section 14.3 Limited Liability. No Executive Board member or officer, in his capacity as such, shall be personally liable for monetary damages for any action taken, or any failure to take any action, unless he has breached or failed to perform the duties of his office under the standards described above; provided, however, that the provisions of this Section 15.3 shall not apply to the responsibility or liability of an Executive Board member or officer pursuant to any criminal statute, or to the liability of an Executive Board member or officer for the payment of taxes pursuant to local, state, or federal law.

Section 14.4 Indemnification. To the extent permitted under Pennsylvania law, each member of the Executive Board, in his capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' 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 to be in breach of the standards of conduct described above; 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 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 15.4 shall be paid by the 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 member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

To the extent permissible under Pennsylvania law, expenses incurred by an Executive Board member or officer in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon the request of the Executive Board member or officer, after the Association has received an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association.

Section 14.5. D & O Insurance. The Executive Board shall obtain insurance to satisfy the indemnification obligation of the Association and all Unit Owners set forth in Section 15.2 above, if and to the extent available at reasonable cost.

ARTICLE XV

MANDATORY PHONE AND FIRE SYSTEMS

Section 15.1. Each Residential Unit Owner is required to maintain in continual service a land phone line. This phone line is required to connect to the smoke and fire detection system for the Unit. The Residential Unit Owner shall also be required to keep in effect a contract with the designed company providing the smoke and fire detection services.

ARTICLE XVI

MERGER AND CONSOLIDATION

Section 16.1 Reservation. Declarant hereby explicitly reserves an option, until the seventh (7th) anniversary of the recording of this Declaration, to cause the Association to merge or consolidate with Adams Pointe Central Condominium Association and to cause the condominium to be merged or consolidated with Adams Pointe South Condominium Association pursuant to § 3223 of the Act.

The maximum number of Units in Adams Pointe Central Condominium is 129 Residential Units and 163 Garage Units. The number of Units in Adams Pointe South Condominium is 280 Residential Units and 308 Garage Units. The Buildings to be constructed within the Neighbor Condo and units therein will be compatible in quantity, size, materials and

architectural style with the Buildings on the Property. All restrictions in this Declaration affecting use, occupancy and alienation of Units shall apply to units created within those Condominiums. The Limited Common Elements to be created will be of the same general types and sizes of those within the Condominium. No assurances are made as to any other improvements and Limited Common Elements to be made or created or the location of Buildings nor the proportion of Limited Common Elements to Units therein.

The foregoing assurances shall apply whether or not the merger or consolidation takes place.

Upon such merger or consolidation, the Percentage Interests at the time the merger or consolidation is effectuated will be decreased by reallocating all Percentage Interests in accordance with the original methods used under Section 4.1. There will be no other provisions in the agreement of merger which materially change any rights, obligations or liabilities of the Unit Owners.

ARTICLE XVII

MASTER ASSOCIATION

Section 17.1 Reservation of Right. Any of the powers of the Association may be exercised by or may be delegated by the Executive Board to the Master Association in which event (except as modified by this Section) all provisions of the Act applicable to the Association shall apply to the Master Association insofar as its actions affect the Condominium.

Section 17.2 Delegation of Powers. Pursuant to the Cross Easement and License Agreement referenced in Section 1.2.f, Master Association must accept the powers delegated to it by the Executive Board. The following powers are hereby delegated to the Master Association: landscaping; operation and maintenance of the Recreational Facilities; grounds, road and sidewalk maintenance and removal of snow and ice; operation and maintenance of exterior lighting; trash removal; and exterior security. The Master Association shall submit a budget for exercising such functions, which shall be assessed as Common Expenses and paid to the Master Association.

Section 17.3 Liability of Executive Board members and Officers. The members of the Executive Board have no liability for the acts or omissions of the Master Association with respect to those powers delegated to Master Association.

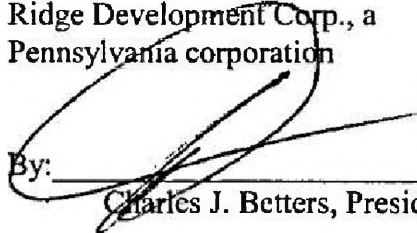
Section 17.4 Delegation of All Powers. If all of the powers of the Association are delegated to the Master Association, then the Board of Directors of the Master Association may act in all respects as the Executive Board of the Condominium and no separate Executive Board shall be elected or exist.

Section 17.5 Rights of Declarant. Declarant hereby explicitly reserves the right from time to time, until the seventh (7th) anniversary of the recording of the Declaration, to cause the delegation of additional powers or all powers of the Association to the Master Association.

IN WITNESS WHEREOF, the said Declarant has caused its name to be signed to these presents to be duly executed on the day and year first above written.

ADAMS POINTE II, L.P.
A Pennsylvania Limited Partnership,
By its general partner
Ridge Development Corp., a
Pennsylvania corporation

By: _____


Charles J. Bettors, President

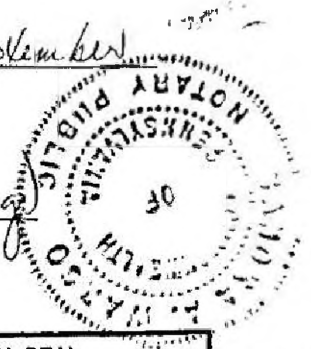
ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Butler : SS.
:

On this 11th day of September, A.D. 2002, before me, a notary public, the undersigned officer, personally appeared CHARLES J. BETTERS known to me, or satisfactorily proven, to be the General Partner of ADAMS POINTE II, L.P., and as such officer, being authorized to do so, acknowledged that he executed the same for the purposes therein contained.

Given under my hand and notarial seal this 11th day of September, 2002.

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



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

Michele M. Muscillo
Michele M. Muscillo - Recorder of Deeds

EXHIBIT A

SUBMITTED REAL ESTATE

EXHIBIT B

SCHEDULE OF UNIT IDENTIFYING NUMBERS AND PERCENTAGE INTERESTS

EXHIBIT C

MASTER DECLARATION FOR ADAMS POINTE

EXHIBIT D

CONVERTIBLE REAL ESTATE

EXHIBIT E

WITHDRAWABLE REAL ESTATE

EXHIBIT F

PLATS AND PLANS

EXHIBIT

“A”

EXHIBIT "A"

SUBMITTED REAL ESTATE

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

“B”

EXHIBIT "B"**SCHEDULE OF UNIT IDENTIFYING NUMBERS
AND PERCENTAGE OF INTEREST**

<u>Building No.</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Suite No.</u>	<u>Percentage Interest</u>
209	B	B2	209-1	.0296
		B1	209-2	.0280
		A2	209-3	.0204
		A1	209-4	.0204
		A2	209-5	.0204
		B1	209-6	.0280
		B2	209-7	.0296
		B2	209-8	.0296
		A1	209-9	.0204
		B2	209-10	.0296
		Garage	209-G1	.0005
		Garage	209-G2	.0005
		Garage	209-G3	.0005
		Garage	209-G4	.0005
		Garage	209-G5	.0005
		Garage	209-G6	.0005
		Garage	209-G7	.0005
		Garage	209-G8	.0005
		Garage	209-G9	.0005
		Garage	209-G10	.0005
Garage	209-G11	.0005		
211	B	B2	211-1	.0296
		B1	211-2	.0280
		A2	211-3	.0204
		A1	211-4	.0204
		A2	211-5	.0204
		B1	211-6	.0280
		B2	211-7	.0296
		B2	211-8	.0296
		A1	211-9	.0204
		B2	211-10	.0296
		Garage	211-G1	.0005
		Garage	211-G2	.0005
		Garage	211-G3	.0005
		Garage	211-G4	.0005
		Garage	211-G5	.0005
		Garage	211-G6	.0005
		Garage	211-G7	.0005
		Garage	211-G8	.0005
		Garage	211-G9	.0005
		Garage	211-G10	.0005
Garage	211-G11	.0005		

<u>Building No.</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Suite No.</u>	<u>Percentage Interest</u>
213	B	B2	213-1	.0296
		B1	213-2	.0280
		A2	213-3	.0204
		A1	213-4	.0204
		A2	213-5	.0204
		B1	213-6	.0280
		B2	213-7	.0296
		B2	213-8	.0296
		A1	213-9	.0204
		B2	213-10	.0296
		Garage	213-G1	.0005
		Garage	213-G2	.0005
		Garage	213-G3	.0005
		Garage	213-G4	.0005
		Garage	213-G5	.0005
		Garage	213-G6	.0005
		Garage	213-G7	.0005
		Garage	213-G8	.0005
		Garage	213-G9	.0005
		Garage	213-G10	.0005
		Garage	213-G11	.0005

<u>Building No.</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Suite No.</u>	<u>Percentage Interest</u>
215	B	B2	215-1	.0296
		B1	215-2	.0280
		A2	215-3	.0204
		A1	215-4	.0204
		A2	215-5	.0204
		B1	215-6	.0280
		B2	215-7	.0296
		B2	215-8	.0296
		A1	215-9	.0204
		B2	215-10	.0296
		Garage	215-G1	.0005
		Garage	215-G2	.0005
		Garage	215-G3	.0005
		Garage	215-G4	.0005
		Garage	215-G5	.0005
		Garage	215-G6	.0005
		Garage	215-G7	.0005
		Garage	215-G8	.0005
		Garage	215-G9	.0005
		Garage	215-G10	.0005
		Garage	215-G11	.0005

<u>Building No.</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Suite No.</u>	<u>Percentage Interest</u>
224	B	B2	224-1	.0296
		B1	224-2	.0280
		A2	224-3	.0204
		A1	224-4	.0204
		A2	224-5	.0204
		B1	224-6	.0280
		B2	224-7	.0296
		B2	224-8	.0296
		A1	224-9	.0204
		B2	224-10	.0296
		Garage	224-G1	.0005
		Garage	224-G2	.0005
		Garage	224-G3	.0005
		Garage	224-G4	.0005
		Garage	224-G5	.0005
		Garage	224-G6	.0005
		Garage	224-G7	.0005
		Garage	224-G8	.0005
		Garage	224-G9	.0005
		Garage	224-G10	.0005
		Garage	224-G11	.0005

<u>Building No.</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Suite No.</u>	<u>Percentage Interest</u>
226	B	B2	226-1	.0296
		B1	226-2	.0280
		A2	226-3	.0204
		A1	226-4	.0204
		A2	226-5	.0204
		B1	226-6	.0280
		B2	226-7	.0296
		B2	226-8	.0296
		A1	226-9	.0204
		B2	226-10	.0296
		Garage	226-G1	.0005
		Garage	226-G2	.0005
		Garage	226-G3	.0005
		Garage	226-G4	.0005
		Garage	226-G5	.0005
		Garage	226-G6	.0005
		Garage	226-G7	.0005
		Garage	226-G8	.0005
		Garage	226-G9	.0005
		Garage	226-G10	.0005
		Garage	226-G11	.0005

<u>Building No.</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Suite No.</u>	<u>Percentage Interest</u>
228	B	B2	228-1	.0296
		B1	228-2	.0280
		A2	228-3	.0204
		A1	228-4	.0204
		A2	228-5	.0204
		B1	228-6	.0280
		B2	228-7	.0296
		B2	228-8	.0296
		A1	228-9	.0204
		B2	228-10	.0296
		Garage	228-G1	.0005
		Garage	228-G2	.0005
		Garage	228-G3	.0005
		Garage	228-G4	.0005
		Garage	228-G5	.0005
		Garage	228-G6	.0005
		Garage	228-G7	.0005
		Garage	228-G8	.0005
		Garage	228-G9	.0005
		Garage	228-G10	.0005
Garage	228-G11	.0005		

<u>Building No.</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Suite No.</u>	<u>Percentage Interest</u>
230	B	B2	230-1	.0296
		B1	230-2	.0280
		A2	230-3	.0204
		A1	230-4	.0204
		A2	230-5	.0204
		B1	230-6	.0280
		B2	230-7	.0296
		B2	230-8	.0296
		A1	230-9	.0204
		B2	230-10	.0296
		Garage	230-G1	.0005
		Garage	230-G2	.0005
		Garage	230-G3	.0005
		Garage	230-G4	.0005
		Garage	230-G5	.0005
		Garage	230-G6	.0005
		Garage	230-G7	.0005
		Garage	230-G8	.0005
		Garage	230-G9	.0005
		Garage	230-G10	.0005
Garage	230-G11	.0005		

<u>Building No.</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Suite No.</u>	<u>Percentage Interest</u>
232	B	B2	232-1	.0296
		B1	232-2	.0280
		A2	232-3	.0204
		A1	232-4	.0204
		A2	232-5	.0204
		B1	232-6	.0280
		B2	232-7	.0296
		B2	232-8	.0296
		A1	232-9	.0204
		B2	232-10	.0296
		Garage	232-G1	.0005
		Garage	232-G2	.0005
		Garage	232-G3	.0005
		Garage	232-G4	.0005
		Garage	232-G5	.0005
		Garage	232-G6	.0005
		Garage	232-G7	.0005
Garage	232-G8	.0005		
Garage	232-G9	.0005		
Garage	232-G10	.0005		
Garage	232-G11	.0005		

<u>Building No.</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Suite No.</u>	<u>Percentage Interest</u>
234	B	B2	234-1	.0296
		B1	234-2	.0280
		A2	234-3	.0204
		A1	234-4	.0204
		A2	234-5	.0204
		B1	234-6	.0280
		B2	234-7	.0296
		B2	234-8	.0296
		A1	234-9	.0204
		B2	234-10	.0296
		Garage	234-G1	.0005
		Garage	234-G2	.0005
		Garage	234-G3	.0005
		Garage	234-G4	.0005
		Garage	234-G5	.0005
		Garage	234-G6	.0005
		Garage	234-G7	.0005
Garage	234-G8	.0005		
Garage	234-G9	.0005		
Garage	234-G10	.0005		
Garage	234-G11	.0005		

<u>Building No.</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Suite No.</u>	<u>Percentage Interest</u>
236	B	B2	236-1	.0296
		B1	236-2	.0280
		A2	236-3	.0204
		A1	236-4	.0204
		A2	236-5	.0204
		B1	236-6	.0280
		B2	236-7	.0296
		B2	236-8	.0296
		A1	236-9	.0204
		B2	236-10	.0296
		Garage	236-G1	.0005
		Garage	236-G2	.0005
		Garage	236-G3	.0005
		Garage	236-G4	.0005
		Garage	236-G5	.0005
		Garage	236-G6	.0005
		Garage	236-G7	.0005
		Garage	236-G8	.0005
		Garage	236-G9	.0005
		Garage	236-G10	.0005
		Garage	236-G11	.0005

<u>Building No.</u>	<u>Building Type</u>	<u>Unit Type</u>	<u>Suite No.</u>	<u>Percentage Interest</u>
238	B	B2	238-1	.0296
		B1	238-2	.0280
		A2	238-3	.0204
		A1	238-4	.0204
		A2	238-5	.0204
		B1	238-6	.0280
		B2	238-7	.0296
		B2	238-8	.0296
		A1	238-9	.0204
		B2	238-10	.0296
		Garage	238-G1	.0005
		Garage	238-G2	.0005
		Garage	238-G3	.0005
		Garage	238-G4	.0005
		Garage	238-G5	.0005
		Garage	238-G6	.0005
		Garage	238-G7	.0005
		Garage	238-G8	.0005
		Garage	238-G9	.0005
		Garage	238-G10	.0005
		Garage	238-G11	.0005

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

The size of the Units for purposes of calculating Percentage Interest for Units are:

<u>BUILDING TYPE</u>	<u>UNIT TYPE</u>	<u>SIZE (Square Feet)</u>
B	A1	975
	A2	975
	B1	1325
	B2	1400
	Garage	100
E	A4	975
	A3	850
	B3	1300

All Garage Units are assigned a size of 400 square feet and are discounted by a factor of .25.

EXHIBIT

“C”

EXHIBIT "C"

MASTER DECLARATION FOR ADAMS POINTE

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

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

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.

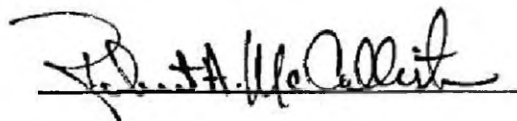
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

ATTEST:

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

By: RIDGE DEVELOPMENT CORP., a

Pennsylvania corporation, its sole
general partner



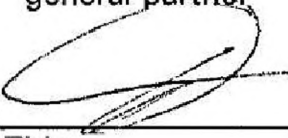
By: 
Title _____

ATTEST:

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

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

Robert A. McAllister

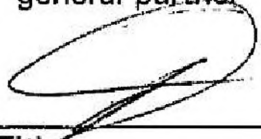
By: 
Title

ATTEST:

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

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

Robert A. McAllister

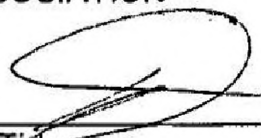
By: 
Title

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: [Signature]
Title

ATTEST:

Robert A. McCallister

ADAMS POINTE SOUTH CONDOMINIUM
ASSOCIATION

By: [Signature]
Title

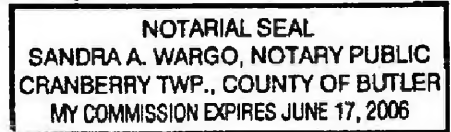
ACKNOWLEDGMENT

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

On this 11th day of September, 2002, before me the undersigned officer, personally appeared **Charles J. Betters**, 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:

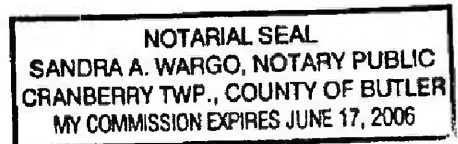


COMMONWEALTH OF PENNSYLVANIA :
: S.S.
COUNTY OF BUTLER :

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 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:

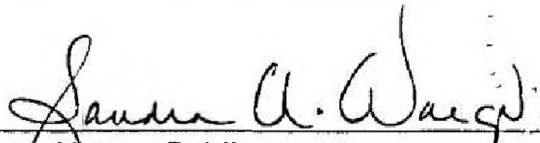


ACKNOWLEDGMENT

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

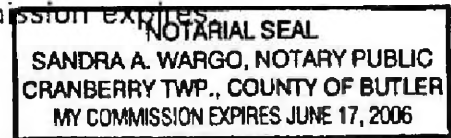
COMMONWEALTH OF PENNSYLVANIA :
: S.S.
COUNTY OF BUTLER :

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:



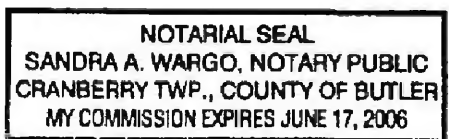
COMMONWEALTH OF PENNSYLVANIA :
: S.S.
COUNTY OF BUTLER :

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'

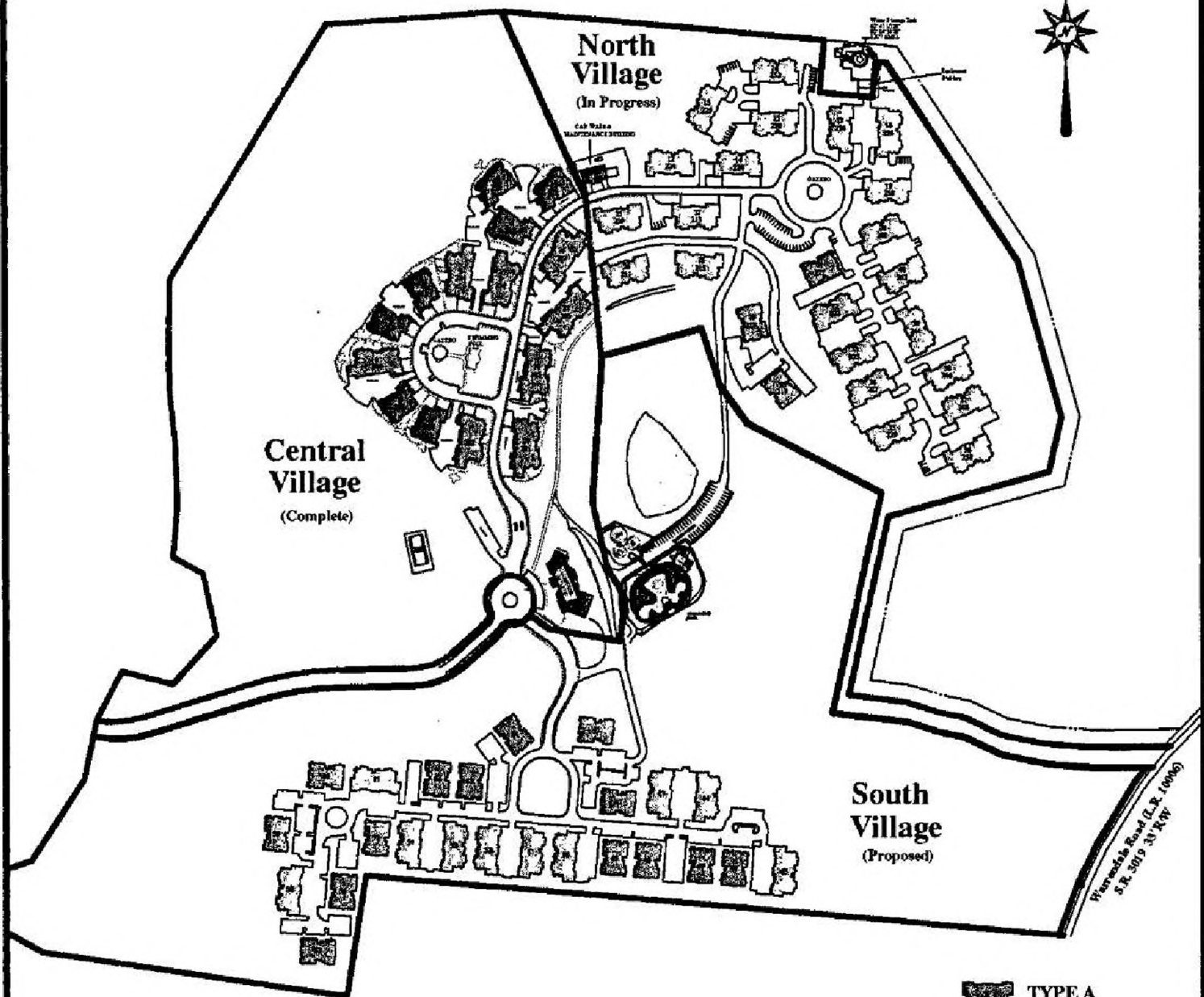
ALL THAT CERTAIN lot or piece of ground situate in the Township of Adams, County of Butler Commonwealth of Pennsylvania, and being Parcel 2 of the Adams Pointe Phase I Plan recorded in the Recorder of Deeds' Office of Butler County in Plan Book Volume 209, Pages 11, 12, 13 and 14.





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



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



THE POINTE AT ADAMS RIDGE	
<small>ARCHITECTURAL DEVELOPMENT</small>	
A, B, C, E	
Building Type, Location Plan	
PROJECT NO.	N.T.S.
DATE	8/14/02

MASTER DECLARATION

FOR

ADAMS POINTE

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

EXHIBIT

“D”

EXHIBIT "D"

CONVERTIBLE REAL ESTATE

ALL THAT CERTAIN lot or piece of ground situate in the Township of Adams, County of Butler, Commonwealth of Pennsylvania, and being a portion of 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 which property is specifically shown on the Plats and Plans referred to in Exhibit "F".

EXHIBIT

“E”

EXHIBIT "E"

WITHDRAWABLE REAL ESTATE

ALL THAT CERTAIN lot or piece of ground situate in the Township of Adams, County of Butler, Commonwealth of Pennsylvania, and being a portion of 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 which property is specifically shown on the Plats and Plans referred to in Exhibit "F".

EXHIBIT

“F”

EXHIBIT "F"

PLATS AND PLANS

The Plats and Plans are recorded in the Recorder of Deeds Office of Butler County in

Rack File 254, Pages 33 - 54.

**DECLARATION OF CONDOMINIUM
OF ADAMS POINTE NORTH CONDOMINIUM**

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