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Michele Mustello T20100009764
Butler County Recorder RP

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

Michele M. Mustello - Recorder of Deeds

DECLARATION OF CONDOMINIUM

SHELTON PLACE AT LESLIE FARMS, a condominium

part of

LESLIE FARMS – A PLANNED COMMUNITY

Mail to: Leslie Farms, LP
109 Gateway Ave, Ste 202
Wexford, PA 15090
return to Presenter

shelton place declaration

DECLARATION OF CONDOMINIUM

SHELTON PLACE AT LESLIE FARMS, a Condominium

This is the Declaration of Shelton Place At Leslie Farms, a condominium ("Condominium") made on or as of May 20th 2010, pursuant to the provisions of the Uniform Condominium Act, 68 Pa. C.S.A. § 3101, et seq. ("Condominium Act").

ARTICLE I

RECITALS, SUBMISSIONS AND DEFINITIONS

Section 1.1. Recitals. The following Recitals are made part of this Declaration:

a. Leslie Farms, LP, a Pennsylvania limited partnership ("Declarant") is the Owner of certain real property located partly in Connoquenessing Borough and partly in Forward Township, Butler County, Pennsylvania, contained within the Leslie Farms PRD Phase I Plan ("the Leslie Farms Plan"), which Plan is recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania at Plan Book Volume 304, Pages 1 to 12, and the improvements thereon and appurtenances thereto.

b. Pursuant to the Master Declaration of Planned Community for Leslie Farms – A Planned Community, recorded in the Recorder's Office of Butler County, Pennsylvania at Instrument No. 200811030024502, Declarant created a Master Planned Community known as "Leslie Farms-A Planned Community" ("Master Planned Community") with respect to those portion of the Leslie Farms Plan designated as Lots 101 to 117, Lots 129 to 141, Parcel 1-A, Parcel 1-D, and Leslie Farms Drive, Shelton Place Drive, Essex Court, and Lloydmont Boulevard as shown on the Leslie Farms Plan until such time as said streets are accepted by the Borough of Borough of Connoquenessing.

c. By Deed dated October 30, 2008 and recorded in the Recorder's Office of Butler County, Pennsylvania at Instrument No. 200811030024503, Declarant conveyed Lot 135 in the Leslie Farms Plan to Hartford Designs, Inc., a Pennsylvania corporation d/b/a Noah Homes.

d. Thereafter, Declarant revised the Leslie Farms Plan and recorded the Leslie Farms PRD Phase 1 – Revised Plan ("Leslie Farms Plan – Revised") in the Recorder's Office of Butler County, Pennsylvania at Plan Book Volume 316, pages 44 - 47.

e. Lot 135 in the Leslie Farms Plan is shown and numbered as Lot 152 on the Leslie Farms Plan – Revised.

f. Declarant is the owner of all of the real property located partly in Connoquenessing Borough and partly in Forward Township, Butler County, Pennsylvania, contained within the Leslie Farms Plan – Revised, exclusive of Lot 101, Lot 102 and Lot 135 in the Leslie Farm Plan and Lots 119, 126, 145 and Lot 152 in the Leslie Farms Plan - Revised, and the improvements thereon and appurtenances thereto.

g. The Declarant desires to create within the Master Planned Community a condominium to be known as "Shelton Place at Leslie Farms, a condominium" (the "Condominium") which Condominium, including all additional Real Estate as hereinafter defined that may be added in accordance with the terms hereof, will consist of Lots 146 to 158 and Parcel 2R as shown on the Leslie Farms Plan – Revised and all or a portion of Lot 4RA in the Leslie Farms Plan - Revised.

h. Initially, the Condominium will consist of Lot 152 (Lot 135 on the Leslie Farms Plan) and Parcel 2R as shown on the Leslie Farms Plan – Revised, as described on Exhibit "A".

i. Declarant hereby declares that Lot 152 (Lot 135 on the Leslie Farms Plan) and Parcel 2R (the "Property") shall be held improved maintained, sold and conveyed, subject to the following covenants, conditions and restrictions, which are for the purpose of protecting the value and desirability of the development, which shall run as a covenant with the land as to all real property subject to this Declaration, which shall be binding on all parties having any right, title or interest in the Property subject to this Declaration or any part thereof, and their heirs, successors and assigns, and which shall inure to the benefit of each Unit Owner. Hartford Designs, Inc., a Pennsylvania corporation d/b/a Noah Homes hereby consents to and joins in the recording of this Declaration of Condominium and submits Lot 152 on the Leslie Farms Plan – Revised (Lot 135 on the Leslie Farms Plan) to the terms and conditions of this Declaration.

Section 1.2. Submission. The Declarant submits this Condominium Property to condominium ownership under the Condominium Act and does hereby submit the Condominium Property, including all easements, rights and appurtenances belonging thereto and the Buildings and improvements to be erected thereon to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S.A. § 3101, et seq. ("Condominium Act") and hereby creates with respect to the Condominium Property a condominium to be known as Shelton Place At Leslie Farms, a Condominium.

Section 1.3. Definitions. The terms used in this document shall have these meanings, unless the context requires otherwise:

a. "Additional Real Estate" means all or any portion of Lots 146 to 158, excluding Lot 152 and all or any portion of Lot 4RA as shown on the Leslie Farm Plan that may be added to the Condominium in accordance with the Act and provisions hereof.

b. "Articles" and "Articles of Incorporation" mean the articles filed with the Secretary of the Commonwealth of Pennsylvania incorporating Shelton Place Owners Association, Inc. (the "Association") as a non-profit corporation under the provisions of the Pennsylvania Business Corporation Law as the same may be lawfully amended from time to time.

c. "By-laws" mean the by-laws of the Association, as the same may be lawfully amended from time to time, created under and pursuant to the Condominium Act for the Condominium, and which also serve as the code of regulations of the Association under and pursuant to the provisions of the Pennsylvania Business Corporation Law.

d. "Common Areas" or "Common Elements" means all of the Condominium Property, except that portion described in this Declaration as constituting a unit or units.

e. "Condominium" means the Condominium Property created under and pursuant to the Condominium Act.

f. "Condominium Instruments" means this Declaration, the By-Laws, the Declaration Plan, and all other documents, contracts or instruments establishing ownership of or exerting control over the condominium property or unit.

g. "Condominium organizational documents" means the Articles, the By-Laws, the Drawings, and this Declaration, as the same may lawfully be amended from time to time.

h. "Condominium Property" means the tract of land submitted to the Condominium Act, all buildings, structures and improvements situated thereon, and all easements, rights and appurtenances belonging thereto. Initially, the Condominium Property will consist only of Lot 152 (Lot 135 on the Leslie Farms Plan) and Parcel 2R in the Leslie Farms Plan – Revised.

i. "Declarant" means whoever is designated in the recitals of this Declaration as creating the Condominium, and Declarant's successors and assigns, provided the rights specifically reserved to Declarant under the Condominium organizational documents shall accrue only to such successors and assigns as are designated in writing by Declarant as successors and assigns of such rights.

j. "Declaration" means this instrument, by which the Condominium Property is hereby submitted to the Condominium Act, and any amendment hereto, from time to time.

k. "Drawings" means the survey, plan and drawings for the Condominium, as the same may be lawfully amended from time to time and are the Drawings required pursuant to the Condominium Act. A set thereof is attached hereto, or separately recorded, but the same may be detached and filed separately by the appropriate public authorities.

l. "Eligible holder of a first mortgage lien" means the holder of a valid recorded first mortgage on a unit.

m. "Leslie Farms Plan" means the Leslie Farms PRD Phase I Plan as recorded in the Recorder of Deeds Office of Butler County, Pennsylvania at Plan Book Volume 304, Pages 1 to 12.

n. "Leslie Farms Plan – Revised" means the Leslie Farms PRD Phase I – Revised Plan as recorded in the Recorder of Deeds Office of Butler County, Pennsylvania at Plan Book Volume 316, pages 44 - 47.

o. "Limited Common Areas" means those Common Areas serving exclusively one unit or more than one but less than all units, the enjoyment, benefit or use of which are reserved to the lawful occupants of that unit or units either in this Declaration, or by the Board, and is that portion of the Condominium Property constituting "limited common areas and facilities" of the Condominium under the Condominium Act.

p. "Lot 152" means Lot 152 on the Leslie Farms Plan – Revised and Lot 135 on the Leslie Farms Plan.

q. "Master Declaration" means the Master Declaration of Planned Community for Leslie Farms-A Planned Community as recorded in the Recorder of Deeds Office of Butler County, Pennsylvania at Instrument No. 200811030024502.

r. "Occupant" means a person lawfully residing in a Unit, regardless of whether that person is a unit owner.

s. "Officers" mean those persons who, as a group, serve as the Executive Board of the Association and are also one and the same as the Executive Board of the Condominium established for the Condominium under the Condominium Act.

t. "Person" means a natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property.

u. "Unit" or "Units" mean that portion or portions of the Condominium designated for separate ownership.

v. "Unit owner" and "Unit owners" mean that person or those persons owning a fee-simple interest in a unit or units, each of whom is also a member of the Association.

w. "Unit Owners Association" means Shelton Place Owners Association, Inc., a Pennsylvania non-profit corporation.

ARTICLE II

PURPOSES AND RESTRICTIONS

Section 2.1. Purposes. This Declaration is being made for the following general purposes:

a. To establish separate individual parcels from the Condominium Property to which fee-simple interest may be conveyed;

b. To establish a unit owner's association to administer the Condominium;

c. To provide for the preservation of the values of units and the Common Areas;

d. To provide for and promote the benefit, enjoyment and well being of unit owners and occupants;

e. To administer and enforce the covenants, easements, charges and restrictions hereinafter set forth; and

f. To raise funds through assessments to accomplish these purposes.

Section 2.2. Restrictions. The Condominium Property shall be benefited by and subject to the following restrictions:

2.2.1. 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 of 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.

2.2.2. 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.

2.2.3. 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.

2.2.4. 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. Satellite dishes are permitted as long as such satellite dishes are not visible from the front of each unit, are approved by the Board of Directors, and comply in full with the Telecommunications Act of 1996, as amended, and all rules and regulations of the Federal Communications Commission.

2.2.5. 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.

2.2.6. 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.

2.2.7. Leasing. No Unit or part thereof, unless the same is owned by the Association, shall be rented or used for transient or hotel purposes, which is defined as: (i) rental for any period less than six (6) months; (ii) rental under which occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or (iii) rental to roomers or boarders, that is,

rental to one or more persons of a portion of a Unit only. No lease may be of less than an entire Unit. Any lease agreement shall be in writing, shall provide that the lease shall be subject in all respects to the provisions hereof, and to the rules and regulations promulgated from time to time by the Board, and shall provide that the failure by the tenant to comply with the terms of the Condominium organizational documents and lawful rules and regulations shall be a default under the lease. Prior to the commencement of the term of a tease the Unit owner shall notify the Board, in writing, the name or names of the tenant or tenants and the time during which the lease term shall be in effect. Unit owner shall also attach a copy of the proposed lease agreement to the notification sent to the Board.

2.2.8. Signs. No sign of any kind shall be displayed to the public view of 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; (c) on the Common Area immediately in front 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 initial sale and rental period.

2.2.9. Replacement Structures. 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.

2.2.10. 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.

2.2.11. 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.

2.2.12. Animals. Except as hereinafter provided, no animals, livestock and 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.

2.2.13. 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.

2.2.14. 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.

2.2.15. 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.

2.2.16. Rules and Regulations. In addition to adopting and enforcing rules and regulations in the instances hereinbefore mentioned, the Board may, from time to time, adopt and enforce such further reasonable rules and regulations concerning use of the Condominium Property, or any part thereof, as it deems necessary or desirable to promote harmony, to serve the best interests of the Unit owners, as a whole, and to protect and preserve the nature of the Condominium. A copy of all rules and regulations shall be furnished by the Board to the owners of each Unit prior to the time when the same shall become effective.

2.2.17. Disputes Between Owners. In the event of any dispute between Unit owners as to the application of the foregoing restrictions or any rule or regulation promulgated pursuant thereto, the party aggrieved shall submit a complaint in writing to the Board specifying the dispute. The Board shall set a time, date and place for a hearing thereon within sixty (60) days thereafter, and give written notice to each party thereof no less than three days in advance. The Board shall thereupon hear such evidence on the dispute as the Board deems proper and render a written decision on the matter to each party within thirty (30) days thereafter. No action of any type may be instituted by either party to such a dispute unless the dispute has first been submitted to and determined by the Board, as aforesaid. The Board shall be empowered to levy a fine or assessment, collectable as any other assessment, against any owner upon which an adverse decision has been rendered, as provided above.

2.2.18. Other Restrictions. The Condominium is subject to the terms and conditions of the Master Declaration. The Master Declaration contains separate restrictions on the use of the Property within the Master Planned Community, which are enforceable by the Leslie Farms Unit Owners Association.

ARTICLE III

IMPROVEMENT DESCRIPTIONS

Section 3.1. Residential Buildings. One Building containing four units will be constructed on Lot 152 in the Leslie Farms Plan - Revised. Each individual lot that may thereafter be added to the Condominium Property will have erected thereon one building containing four units. The units are traditional style architecture and are of wood frame construction, with brick and vinyl or wood siding, and with asphalt shingle roofs. The principal materials of which all buildings are constructed are wood, glass, concrete, concrete block, brick, vinyl, asphalt shingle and drywall.

Section 3.2. Other. On the Condominium Property are driveways and parking areas, entry signage and green and open areas. There are no recreation facilities on the property hereby submitted to the condominium ownership.

ARTICLE IV

UNITS

Section 4.1. Unit Undivided Interests. The Units are of equal interest in the common elements. The specific undivided interest of each Unit will exist and be changed by the number of Units constructed within the Condominium as is set forth on the attached Exhibit "B".

Section 4.2. Composition of Units. Each Unit consists of the space in the building designated by that Unit's designation on the Drawings that is bounded by the undecorated interior surfaces of the perimeter walls, the unfinished surface of the floor, and the unfinished interior surface of the ceiling, all projected, if necessary by reason of structural divisions such as interior walls and partitions, to constitute a complete enclosure of space, and all improvements within that space.

Section 4.3. Included within Unit. Without limiting the generality of the foregoing, or, as appropriate, in addition, each Unit shall include:

a. the decorated surfaces, including paint, lacquer, varnish, wall covering, tile and other finishing material applied to floors, ceilings, and interior and perimeter walls, carpeting, if any, and also the floors and ceilings themselves, and the drywall, paneling and other finishing wall materials;

b. all windows, screens and doors, including storm doors and windows, if any, and the frames, sashes and jambs, and the hardware;

c. all fixtures and appliances installed for the exclusive use of that Unit, commencing at the point of disconnection from the structural body of the building and from utility pipes, lines or systems serving the entire building or more than one Unit thereof, including, without limiting the generality hereof, built-in cabinets, dishwashers, garbage disposal units, refrigerators, stoves and hoods, television antennas and cables, furnaces, hot water heaters, heat pumps, air-conditioning units (even though located outside the bounds of a Unit), and components of the foregoing, if any;

d. all plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts, conduits and apparatus, wherever located, which serve only that Unit;

e. all control knobs, switches, thermostats and electrical outlets and connections affixed to or projecting from the walls, floors and ceilings which service either the Unit or the fixtures located therein;

f. all interior walls that are not necessary for support of the structure, and all components thereof and all space encompassed thereby;

g. the portion of the fireplace, if any, actually within the interior of a Unit and the vents and dampers therefore accessible from the Unit's interior; and

h. the attic space or storage space above a Unit to which the Unit has direct and exclusive access; excluding, however, all of the following items, whether or not located within the bounds of that Unit:

(i) any supporting element of the building contained in interior walls;

(ii) all plumbing, electric, heating, cooling and other utility or service lines, pipes, sump pumps and accessories thereto, wires, ducts and conduits which serve any other Unit; and

(iii) fireplace stacks and chimneys, if any.

Section 4.4. Utility Services. Each Unit has its own gas, water and electric meter and has its own sewage and cable service. The location and composition of each Unit is shown on the Drawings. Each Unit owner, as of the Closing Date, agrees to pay for utility services separately metered or separately charged by the utility company to that Unit, and to reimburse the Association for that owner's Unit's share of any utility cost that the Board reasonably determines is attributable to use by that owner's Unit. Each Unit Owner further agrees to pay for all sewage services and cable services to that Unit and the Association shall not be responsible for such sewage and cable services. All other utility costs shall be common expenses and paid by the Association.

ARTICLE V

COMMON AND LIMITED COMMON AREAS

Section 5.1. . Common Areas. All of the Property, including all of the land, improvements thereon and appurtenances thereto, except those portions labeled or described herein or on the Drawings as a part of a Unit, are Common Areas.

Section 5.2. Limited Common Areas. In the case of each quadraplex Unit these Limited Common Areas consist of exterior space immediately in front of the garage serving that Unit. Each such Limited Common Area is reserved for the exclusive use of the owners and occupants of the Unit to which it is appurtenant.

Section 5.3. Undivided Interest. The undivided interest in the Common Areas of each Unit is shown on the attached Exhibit "B". The Common Areas shall be owned by the Unit owners as tenants in common and ownership thereof shall remain undivided. No Unit owner may waive or release any rights in the Common Areas. Further, the undivided interest in the Common Areas of a Unit shall not be separated from the Unit to which it appertains. If at a later time the Condominium is expanded, as hereinafter provided, the undivided interests of Units in the Common Areas shall be uniformly reallocated so that the undivided interest of each Unit

added shall be set forth on Exhibit "B".

ARTICLE VI

UNIT OWNERS' ASSOCIATION

Section 6.1. Establishment of Association. The Unit Owners Association will be formed under the name Shelton Place Owners Association, Inc. a non-profit corporation formed under the laws of Pennsylvania and shall have all of the powers set forth in Section 3202 of the Condominium Act.

Section 6.2. Membership. Every person or entity who is a record Unit Owner of a fee or undivided fee interest in any Unit shall automatically be a Member of the Association, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member and provided further that no voting or other privileges and no assessments or charges hereinafter provided for shall be effective for any Unit until settlement after the initial sale thereof by Declarant has occurred or until such Unit has first been occupied, whichever shall first occur; thereafter, all voting and other privileges and assessments and charges shall be fully effective whether such Unit is occupied or not.

Section 6.3. Voting Rights. Each Unit owner shall be entitled to one vote for each Unit owned in fee simple.

Section 6.4. Executive Board. The Executive Board shall be comprised of three (3) natural person named as the initial members pursuant to the provisions of the Articles, or such other person or persons as may from time to time be substituted by Declarant. Executive Board Members named by Declarant need not be Unit Owners.

Section 6.5. Transfer of Control from Declarant. Declarant shall have sole power and authority to appoint and remove the officers and members of the Executive Board of the association for seven (7) years from the date of the recording of this Declaration.

Section 6.6. Period of Declarant's Control. The period of Declarant's control will terminate no later than the earlier of: (i) One hundred eighty (180) days after the conveyance of seventy-five percent (75%) of the Lots to Owners other than a Declarant; (ii) two (2) years after a Declarant has ceased to offer Lots for sale in the ordinary course of business; or (iii) two (2) years after any development right to add new Lots in additional phases of development was last exercised.

Section 6.7. Composition of Board After Sale of Units. Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Lots (including Lots created in the Additional Real Estate) to Members, at least one member and not less than twenty-five percent (25%) of the members of the Executive Board shall be elected by the Members. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Lots (including Lots created in the Additional Real Estate) to Members, not less than thirty-three percent (33%) of the members of the Executive Board shall be elected by the Members.

Section 6.8. Staggering of Terms. The terms of the three members shall be staggered so that the terms of one-third of the members will expire and successors be elected at each annual meeting of the Association. Thereafter, at such annual meetings, successors to the two members whose terms then expire shall be elected to serve three-year terms. Notwithstanding the foregoing, the members, by the vote of members exercising not less than a majority of the voting power of members, may, from time to time, change the number and terms of members of the Executive Board.

Section 6.9. Authority. The Executive Board shall have all authority to manage, maintain, repair, replace, alter and improve the Common Areas and assess and collect funds for the payment thereof, and do all things, and exercise all rights provided by the Condominium organizational documents, or the Condominium Act, that are not specifically reserved to Unit owners.

Section 6.10. Delegation of Authority; Professional Management. The Executive Board may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such managing agent as a common expense, provided, however, that any agreement for professional management shall be terminable by the Unit Owners Association for cause on thirty (30) days' written notice; shall be terminable by either party, without penalty, on ninety (90) days' written notice; shall not exceed one year unless renewed by agreement of the parties for successive one-year periods; and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing. Subject to the foregoing, nothing contained herein shall preclude Declarant, or any other entity designated by Declarant, from being employed as managing agent.

Section 6.11. Leslie Farms Unit Owners Association. For the purposes of ownership and maintenance of the Common Elements and all common community services of every kind and nature required or desired within the Master Planned Community, all Unit Owners are each members of the Lesile Farms Unit Association and each agree and shall be subject to the obligations and duly enacted bylaws and rules and regulations of the Leslie Farms Unit Owners Association. All the applicable terms, covenant sand provisions of the Master Declaration are incorporated herein by reference and made a part hereof.

ARTICLE VII

MAINTENANCE AND REPAIR

Section 7.1. Association Responsibility. The Unit Owners Association, to the extent funds are available for the same, shall maintain and repair the Common Areas, including the Limited Common Areas, and including but not limited to utility facilities and lines serving more than one Unit, lawns, shrubs, trees, walkways, private roads, parking areas, fireplace stacks, liners and chimneys, and the structural portions and exterior portions of all buildings which are a part of the Common Areas and that do not constitute part of a Unit. The level of service to be provided shall be determined by the Executive Board at the sole discretion of the Executive Board.

Section 7.2. Individual Responsibility. Each Unit owner shall repair and maintain the Unit or Units, and all components thereof, owned by that Unit owner, perform cleaning, housekeeping, and routine maintenance. Without limiting the generality of the foregoing, this repair and maintenance responsibility of a unit owner shall include repair, maintenance and replacement of all windows, screens and doors, including the frames, sashes and jambs, and hardware, exterior lighting fixtures and garage doors.

In the event a Unit owner shall fail to make such repair or perform such maintenance, or in the event the need for maintenance or repair of any part of the Common Areas or Limited Common Areas is caused by the negligent or intentional act of a Unit owner or occupant, or is a result of the failure of any Unit owner or his, her or its predecessors in title to timely pursue to conclusion a claim under any warranty, express, implied, or imposed by law, the Association may perform the same, and if the cost of such repair or maintenance is not covered by insurance, the cost thereof shall constitute a special individual unit assessment, as hereinafter defined, on the Unit owned by such Unit owner. The determination that such maintenance or repair is

necessary, or has been so caused, shall be made by the Board.

Section 7.3. Community Standards. All Association maintenance shall be done in accordance with the community standards established by the Leslie Farms Master Declaration.

ARTICLE VIII

INSURANCE

Section 8.1. Fire and Extended Coverage Insurance Generally. The Board shall have the authority to and shall obtain insurance for all buildings, structures, fixtures and equipment, and common personal property and supplies now or at any time hereafter constituting a part of the Common Areas, the Limited Common Areas, or common property of the Unit Owners Association, against loss or damage by fire, lightning, and such other perils as are ordinarily insured against by standard extended coverage endorsements, and all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement, which such is available, issued in the locale of the Condominium Property, in amounts at all times sufficient to prevent the Unit owners from becoming co-insurers clause or provision and not less than eighty percent (80%) of the current replacement cost of such items (exclusive of land, foundations, footings, excavations, and other items normally excluded from coverage), as determined from time to time by the insurer.

Section 8.2. Specific Requirements of Insurance. At a minimum, the insurance:

a. shall provide for coverage of interior walls, windows and doors and the frames, sashes, jambs and hardware, even though these improvements may be part of Units;

b. shall have an agreed amount and inflation guard endorsement, when that can be obtained, and construction code endorsements, if there is a construction code provision that requires changes to undamaged portions of buildings even when only part of the Condominium Property is destroyed by an insured hazard;

c. shall provide that no assessment may be made against a first mortgage lender, or its insurer or guarantor, and that any assessment under such policy made against others may not become a lien on a Unit and its appurtenant interests superior to a first mortgage;

d. shall be written in the name of the Association for the use and benefit of the Unit owners, of its authorized representative, including any insurance trustee with whom the Association has entered into an insurance trust agreement, or any successor to such trustee, for the use and benefit of the individual Unit owners;

e. shall contain or have attached the standard mortgagee clause commonly accepted by institutional first mortgage holders, insurers and guarantors, which (i) must provide that the carrier shall notify the named insured and each first mortgagee named in the mortgage clause at least ten days in advance of the effective date of any reduction in, cancellation of, or substantial change in the policy, and (ii) must be endorsed to provide that any loss shall be paid to the Association (or its insurance trustee), as a trustee for each Unit owner and each such Unit owner's mortgagee, and, unless otherwise prohibited by a nationally recognized institutional first mortgage holder, insurer, or guarantor, to the holders of first mortgages on Units;

f. shall have a deductible amount no greater than the lesser of ten-thousand dollars ($10,000) or one percent (1%) of the policy face amount;

g. shall be paid for by the Association, as a common expense; and

h. shall contain waiver of subrogation of rights by the carrier as to the Association, its officers and Trustees, and all Unit owners.

Section 8.3. Liability Insurance. The Association shall obtain and maintain, at Association cost and as a common expense, a comprehensive policy of general liability insurance covering all of the Common Areas, and public ways and any other areas under the Association's supervision, insuring the Association, the members and the Unit owners and occupants, with such limits as the Board may determine.

a. The amount of liability insurance policy purchased must be no less than the greater of (i) the amounts generally required by institutional first mortgage holders, insurers, and guarantors for projects similar in construction, location and use, and (ii) one million dollars, for bodily injury, including death of persons, and property damage, arising out of a single occurrence.

b. This insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit owner because of negligent acts of the Association, the Board, or other Unit owners.

c. This insurance shall also include, without limitation, coverage for legal liability for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Areas, and legal liability arising out of lawsuits related to employment contracts in which the Association is a party.

d. Each policy must provide that it may not be cancelled or substantially modified, by any party, without at least ten days' prior written notice to the Association and to each holder of a first mortgage named in the mortgage clause.

Section 8.4. Fidelity Bond. The Board shall obtain and maintain at the Association's cost and as a common expense, a fidelity bond providing coverage for the Association against dishonest acts on the part of directors, managers, trustees, employees, agents or volunteers responsible for or handling funds belonging to or administered by the Association.

a. The fidelity bond must name the Association as the named obligee or insured and shall be written in an amount sufficient to provide protection, which is in no event less than the greater of (i) an amount equal to the Association's reserve funds plus three months' assessments on all Units, and (ii) the maximum amount that will be in the custody of the Association or its managing agent at any time while the bond is in force.

b. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers.

c. The bond or policy shall provide that it shall not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least ten days' prior written notice to the Association, and any insurance trustee, and any servicer on behalf of any holders, guarantor or insurer of any mortgage on a Unit who requires such rights.

d. Any management agent that handles funds of the Association shall maintain a fidelity bond providing coverage no less than that required of the Association, which bond names the Association as an additional obligee.

Section 8.5. Reputable Carrier Requirement. Each policy of hazard insurance obtained pursuant hereto shall be obtained from an insurance company authorized to write such insurance in the Commonwealth of Pennsylvania which has a current rating of B/VI, or better, or, if Class V, has a general policy holders rating of at least A, as determined by the ten latest edition of Best's Insurance Reports, or its successor guide, or, if the insurer does not satisfy these rating requirements, that insurer is reinsured by a company that has a B/VI or better rating.

Section 8.6. Other Association Insurance. In addition, the Board may purchase and maintain contractual liability insurance, members and officers liability insurance, and such other insurance as the Board may determine is prudent and in the best interest of the Association and its' Members.

Section 8.7. Insurance Representative; Power of Attorney. There may be named, under any policy obtained by the Association, as an insured on behalf of the Association, its authorized representative, including any trustee with whom the Association may enter into any insurance trust agreement or any successor to such trustee, who shall have exclusive authority to negotiate losses under any such policy. Each Unit owner, by acceptance of a deed to a Unit, irrevocably appoints the Association or such designated representative, or such successor, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Association, or such designated representative, or such successor, shall receive, hold or otherwise properly dispose of any proceeds of insurance, in trust, for Unit owners and their first mortgage holders, as their interests may appear. This power is for the benefit of each and every Unit owner, and their respective first mortgage holders, and the Association, and the Condominium, runs with the land, and is coupled with an interest.

Section 8.8. Unit Owner's Insurance. Any Unit owner or occupant may carry such insurance in addition to that provided by the Association pursuant hereto as that Unit owner or occupant may determine, subject to the provisions hereof, and provided that no Unit owner or occupant may at any time purchase individual policies of insurance against loss by fire or other casualty covered by the insurance carried pursuant hereto by the Association. In the event any Unit owner or occupant violates this provision, any diminution in insurance proceeds resulting from the existence of such other insurance shall be chargeable to the Unit owner who acquired or whose occupant acquired such other insurance, who shall be liable to the Association to the extent of any diminution and/or loss of proceeds.

Without limiting the foregoing, a Unit owner or occupant may obtain insurance against liability for events occurring within a Unit, losses with respect to personal property and furnishings, and losses to improvements owned by the Unit owner or occupant, provided that if the Association obtains insurance for permanent improvements and built-in fixtures and equipment, then the insurance obtained by the Unit owner with respect to improvements within the Unit shall be limited to the type and nature of coverage commonly referred to as "tenants improvements and betterments". **PLEASE NOTE: IT IS THE UNIT OWNER'S RESPONSIBILITY TO CARRY INSURANCE RELATING TO THEIR PERSONAL PROPERTY ON, IN AND AROUND THEIR UNIT. THE ASSOCIATION WILL NOT PROVIDE OR PURCHASE A POLICY FOR THE UNIT OWNER'S PERSONAL PROPERTY LOCATED ON, IN AND AROUND THEIR UNIT.** All such insurance separately carried shall contain waiver of subrogation rights by the carrier as to the Association, its officers and members, and all other Unit owners and occupants.

Section 8.9. Sufficient Insurance. In the event the improvements forming a part of the Common Areas or any portion thereof shall suffer damage or destruction from any cause or peril insured against and the proceeds of any policy or policies insuring against such loss or damage

and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken by the Association and the insurance proceeds shall be used for payment.

Section 8.10. Insufficient Insurance. In the event the improvements forming a part of the Common Areas or any portion thereof shall suffer damage or destruction from any cause of peril which is not insured against, or, if insured against, the insurance proceeds from shall be insufficient to pay the cost of repair, restoration or reconstruction, then the Association shall make repairs, restoration or reconstruction of the damaged or destroyed Common Areas at the expense (to the extent not covered by insurance) of all Unit owners in proportion to their respective undivided interests in the Common Areas.

Should any Unit owner refuse or fail after reasonable notice to pay that Unit owner's proceeds, the amount so advanced by the Association shall be assessed against the Unit of such Unit owner and that assessment shall have the same force and effect as an assessment, and, if not paid, may be enforced in the same manner as herein provided for the nonpayment of assessments.

Section 8.11. Decision to Terminate Condominium Upon Insured Event. Eighty percent (80%) of the Unit owners and eligible first mortgage holders may elect within sixty (60) days of the damage or destruction described in Sections 8.9 and 8.10, to terminate the Condominium instead of repairing, reconstructing or replacing the damaged property. If a majority vote of the eighty percent (80%) is achieved, the Unit owners may forgo the repair, restoration or reconstruction.

ARTICLE IX

DAMAGE: RESTORATION, REHABILITATION AND RENEWAL

Section 9.1. Restoration of Substantial Damage or Destruction. In the event of substantial damage to or destruction of all Units in a residential building, or the taking of one or more Units in any condemnation or eminent domain proceedings, the Association shall promptly restore or replace the same, unless an election is made not to do so, as hereinafter provided.

Section 9.2. Election Not to Restore. The Association may, with the consent of Unit owners entitled to exercise no less than eighty percent (80%) of the voting power of Unit owners, and the consent of eligible holders of first mortgage liens hereinafter provided, determine not to repair or restore such damage or destruction, or reconstruct such Unit or Units. In such an event, all of the Condominium Property shall be sold as upon partition. In the event of such an election not to repair or restore substantial damage or destruction or reconstruct such Unit or Units, the net proceeds of insurance paid by reason of such damage or destruction, or the net amount of any award or proceeds of settlement arising from such proceedings, shall be added to the proceeds received from the sale as upon partition, and the total amount distributed among the owners of the Units, and the holders of their respective first mortgage liens, (as their interests may appear), in the proportions of their undivided interests in the Common Areas.

Section 9.3. Rehabilitation and Renewal. The Association, with the consent of Unit owners entitled to exercise not less than seventy-five (75%) of the voting power of Unit owners, and the consent of eligible holders of first mortgage liens hereinafter provided, may determine that the Condominium is obsolete in whole or in part and elect to have the same renewed and rehabilitated. The Board shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a common expense.

ARTICLE X

CONDEMNATION

Section 10.1. Standing. Except has hereinafter provided, the Association, or its designated representative, or authorized successor, as trustee, shall represent the Unit owners in any condemnation or eminent domain proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of all or any part of the Condominium Property, and shall have the sole and exclusive right to settle losses with the condemning authority and to receive the award or proceeds of settlement, for the use and benefit of the Unit owners and their mortgagees as their interests may appear. Notwithstanding the foregoing, in the event that a Unit owner may lawfully separately pursue and realize upon a claim for incidental and consequential losses or damage to that Unit owner resulting from a taking under the power of eminent domain, such as for relocation and moving expenses, loss of favorable mortgage terms, and other such individual incidental or consequential losses, that Unit owner may, at his, her or its election separately pursue such claim, provided, that the pursuing of the same, or the realization of an award thereof, neither jeopardizes, in any way, an action by the Association to recoup the losses incurred by it, any other Unit owner, or the direct loss with respect to the Unit itself, or with regard to the usability thereof, nor diminishes any award for any such loss.

Section 10.2. Use of Proceeds. The award or proceeds of settlement in any actual or threatened condemnation or eminent domain proceedings, after reduction by the costs, if any, incurred in obtaining the same, shall be applied first to the cost of restoring or replacing all damaged or taken improvements on the remaining Condominium Property in accordance with the Drawings, or in accordance with any new plans and specifications approved by Unit owners exercising no less than seventy-five percent (75 %) of the voting power of Unit owners, and the consent of eligible holders of first mortgage liens hereinafter provided.

Section 10.3. Insufficient Proceeds. If the award or proceeds are insufficient for such purpose, the excess cost shall be paid by the Association and, to the extent funds of the Association are insufficient, in the judgment of the Board, such excess cost shall be a Common Expense and assessed among the Units in the same manner as special assessments for capital improvements are assessed. Except as hereinafter provided, the balance of any such awarded or proceeds of settlement, if there is an excess, shall be allocated and disbursed to the Unit owners, and their first mortgagees, as their interest may appear, in proportion to their relative undivided interests of the Units in the Common Areas.

Section 10.4. Non-Restorable Unit. Notwithstanding the foregoing, in die event that as a result of any such taking, and consequent restoration to a condition comparable to that which existed prior to the taking, or could not be replaced, prior to the allocation and disbursement of any sum of any other Unit owner or his, her or its mortgagee, there shall be allocated and disbursed from such award or proceeds, to each Unit owner whose Unit cannot be so restored or replaced, and his, her or its respective first mortgage, as their interest may appear, such amount as is equal to the then fair market value of the Unit that cannot be so restored or replaced. Thereupon, such Unit or Units, and the owners thereof, shall be immediately and automatically divested of any interest in the Condominium, the Condominium property, and the Association, including, without limiting the generality of the foregoing, divestment of an undivided interest, vote, membership in the Association, and liability for common expense. All such rights and interest shall be reallocated among all other Units and Unit owners in the same relative proportions as those rights and interests were prior to such taking. To illustrate, upon a Unit being divested from the Condominium, (a) the voting right of that Unit will be equally allocated among all other Units, since each Unit prior thereto had an equal vote, and (b) the undivided

interest of that Unit will be reallocated among all other Units in the proportions of their relative undivided interests prior to such taking.

Section 10.5. Power of Attorney. Each Unit owner, by acceptance of a deed to a Unit, appoints the Association, or its designated representative, or authorized successor, as his, her or its attorney-in-fact to represent that Unit owners, settle losses, receive and utilize the award or proceeds of settlement, and do all things necessary or desirable for such attorney-in-fact to exercise the rights and fulfill the responsibilities of the Association set forth in this Article with respect to condemnation or eminent domain proceedings. This power is for the benefit of each and every Unit owner, each holder of a first mortgage on a Unit, the Association, and the real estate to which it is applicable, runs with land, is coupled with an interest, and is irrevocable.

ARTICLE XI

EASEMENTS

Section 11.1. Easements of Enjoyment; Limitations. Every Unit owner shall have a right and easement of enjoyment in, over and upon the Common Areas and an unrestricted right of access to and from his, her or its Unit, which rights and easements shall be appurtenant to and shall pass with the title to a Unit, subject to the right of the Board to make reasonable rules and regulations concerning the use and management of the Common Areas, provided that no such rule or regulation shall limit or prohibit the right of ingress and egress to a Unit, or any part thereof, or to that Unit's parking facilities. Any Unit owner may delegate that Unit owner's right of enjoyment to the Common Areas and to ingress and egress to the occupants of that owner's Unit.

Section 11.2. Right of Entry for Repair, Maintenance and Restoration. The Association shall have a right of entry and access to, over, upon and through all of the Condominium Property, including each Unit, to enable the Association to perform its obligations, rights and duties pursuant hereto with regard to maintenance, repair, restoration and/or servicing of any items, things or areas of or in the Condominium Property. In the event of any emergency, the Association's right to enter a Unit and its appurtenant Limited Common Areas may be exercised without notice; otherwise, the Association shall give the owners or occupants of a Unit no less than twenty-four hours advance notice prior to entering a Unit or its appurtenant Limited Common Areas.

Section 11.3. Easements for Encroachments. Each Unit and the Common Areas shall be subject to easements for encroachments on any other Unit and upon the Common Areas created or arising by reason of overhangs; or by reason of deviations in construction, reconstruction, or repair; or by reason of shifting, settlement, or movement of the structures; or by reason of errors in the Drawings. Valid easements for these encroachments and for the maintenance of same, so long as the encroaching structures remain, shall and do exist.

Section 11.4. Easement for Support. Every portion of a building or utility line or any improvement on any portion of the Condominium Property contributing to the support of another building, utility line or improvement on another portion of the Condominium property shall be burdened with an easement of support for the benefit of all other such buildings, utility lines, improvements and other portions of the Condominium Property.

Section 11.5. Easements for Utilities. Easements to the Association shall exist upon, over and under all of the Condominium Property and Units for ingress to and egress from, and the installation, replacing, repairing and maintaining of, all utilities, including, but not limited to water, sewer, gas, telephone, electricity, security systems, master television antennas and cable television. By these easements it shall be expressly permissible for the Association to

grant to the providing companies permission to construct and maintain the necessary poles and equipment, wires, circuits, and conduits on, above, across and under the Condominium Property, so long as such poles, equipment, wires, circuits and conduits do not unreasonably interfere with the use and enjoyment of the Condominium Property. Should any company furnishing a service request a specific easement by separate recordable document, the Board shall have the right to grant such easement without conflicting with the terms hereof.

Section 11.6. Easement for Services. Non-exclusive easements are hereby granted to all police, firemen, ambulance operators, mailmen, deliverymen, garbage and trash removal personnel, and all similar persons, and to the local governmental authorities and the Association, but not to the public in general, to enter upon the Common Areas in the performance of their duties.

Section 11.7. Easements Reserved to Declarant. Non-exclusive easements are hereby reserved to Declarant, its successors and assigns, on, over and upon the Common Areas (a) for access for and for the purpose of completing improvements for which provision is made in this Declaration, or for the purpose of discharging any of Declarant's obligations, however arising. (b) for the periods provided for warranties hereunder, or by law, for purposes of making repairs required pursuant to those warranties or pursuant to contracts of sale made with Unit purchasers, (c) for the sales and rental period but for no longer than the date on which Declarant has closed the sale of ninety-five percent (95%) of the Units in the Condominium to bona fide purchasers, to maintain one or more Units for sales and management offices and for storage and maintenance, and model Units, parking areas for sale and rental purposes, and advertising signs, (d) for all purposes related to the construction, development, leasing and sale of improvements in the Condominium and Additional Property (the easement shall include, without limitation, the right of vehicular pedestrian ingress and egress, 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, and the conduct of sales, leasing and managerial activities, (e) to correct drainage, and (f) for reconstruction, improvement, repair or maintenance of the common elements.

In addition, a non-exclusive perpetual easement is hereby reserved to Declarant, its successor and assigns, for their benefit and the benefit of future owners and occupants of the area into which the Condominium may be expanded ("the Additional Property"), hereinafter described, for pedestrian and vehicular access over the streets and walkways that may from time to time be a part of the Condominium Property, for ingress to and egress from the additional property, and each part thereof, and a public street, and to extend the same onto the Additional Property. Additionally, Declarant, for itself and its successors and assigns, reserves the right (a) to extend and tie into main line utility lines in the Common Areas, as permitted by public authority and the utility company involved, to extend such lines into the Additional Property to service the same, until such time as control of the Condominium Property is assumed by the Associations, and (b) to maintain on Additional Property added to the Condominium, during the period of its sale of Units in that portion added, but for no longer than the date on which Declarant has closed the sale of ninety-five percent (95%) of the Units in that portion added to bona fide purchasers, one or more Units in that portion added as sales models and offices, and for storage and maintenance purposes.

Section 11.8. Power of Attorney. Each Unit owner, by acceptance of a deed to a Unit, appoints the President of the Association, his her or its attorney-in-fact, to execute, deliver, acknowledge and record, for and in the name of such Unit owner, such deeds of easement and other instruments as may be necessary or desirable, in the sole discretion of the Board, or its authorized representative, to further establish or effectuate the foregoing easements. This power is for the benefit of each and every Unit owner, the Association, and the real estate to which it is applicable, and said power runs with the land, is coupled with an interest, and is irrevocable.

Section 11.9. General. The easements and grants provided herein shall in no way affect any other recorded grant or easement.

ARTICLE XII

ASSESSMENTS

Section 12.1. Types of Assessments. The Declarant for each Unit within the Condominium hereby covenants and agrees, and each Unit owner by acceptance of a deed to a Unit (whether or not it shall be so expressed in such deed) is deemed to covenant and agree, to pay to the Association: (1) annual operating assessments, (2) special assessments for capital improvements, and (3) special individual Unit assessments.

Section 12.2. Purposes of Assessments. The assessment levied by the Association shall be used exclusively to promote the health, safety and welfare of the Unit owners and occupants and the best interests of the Condominium Property,

Section 12.3. Assessments.

12.3.1. Annual Operating Assessments.

a. Prior to the time any Unit owner other than Declarant is to be charged assessments by the Association, and prior to the beginning of each fiscal year of the Association after the period for which the first assessments are levied, the Board shall estimate, and prorate among all Units on the basis of the undivided interest of each unit in the Common Areas, common expenses of the Association consisting of the following:

(i). the estimated next fiscal year's cost of the maintenance, repair and other services to be provided by the Association;

(ii). the estimated next fiscal year's costs for insurance and bond premiums to be provided and paid for by the Association;

(iii). the estimated next fiscal year's costs for utility services not separately metered or charged to Unit owners;

(iv). the estimated amount required to be collected to maintain a general operating reserve to assure availability of funds for normal operations of the Association, in an amount deemed adequate by the Board, but in no event less than an amount equal to two month's currently estimated assessments on all Units;

(v). the estimated next fiscal year's costs for the operation, management and administration of the Association, including, but not limited to, fees for property management, fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association, and the salaries, wages, payroll charges and other costs to perform these services, and any other costs constituting common expenses not otherwise herein specifically excluded;

(vi). an amount deemed adequate by the Board to maintain a reserve for the cost of unexpected repairs and replacements of capital improvements and for the repair and replacement of major improvements for which cash reserves over a period of time in excess of one year ought to be maintained;

(vii) any other expenses that are solely for the benefit of the Condominium Property.

b. The Board shall thereupon allocate to each Unit that Unit's share of all of these items, prorated in accordance with each respective Unit's undivided interest in the Common Areas, and thereby establish the annual operating assessment for each separate Unit. For administrative convenience, any such assessment may be rounded so that monthly installments will be in whole dollars.

c. Unless the Board determines otherwise, which it may do in its sole discretion, the annual operating assessment shall be payable in advance, in equal quarterly installments, provided that nothing contained herein shall prohibit any Unit owner from prepaying assessments in annual, semiannual or monthly increments. The due dates of any such installments shall be established by the Board, and, unless otherwise provided, the Association shall collect on or before the first day of each quarter from those who own the Unit an equal quarterly pro-rata share of the annual operating assessment for that Unit.

d. If the amounts so collected are, at any time, insufficient to meet all obligations for which those funds are to be used, the deficiency shall be assessed by the Board among the Units on the same basis as heretofore set forth, provided, that if common expenses are incurred by the Association prior to the time the Association commences to levy assessments against the Units, Declarant shall pay the same (subject to its right, if any, to reimbursement from Unit purchasers contained in individual contracts for the sale of a Unit or Units).

e. If assessments collected during the fiscal year are in excess of the funds necessary to meet the anticipated expenses for which the same have been collected, the excess shall be retained as reserves, and shall in no event be deemed profits nor available for distribution to Unit owners, except in the case of dissolution of the Association.

12.3.2. Special Assessments for Capital Improvements.

a. In addition to the annual operating assessments, the Board may levy, in any fiscal year, special assessments to construct, reconstruct or replace capital improvements on the Common Areas to the extent that reserves therefore are insufficient, provided that new capital improvements not replacing existing improvements shall not be constructed nor funds assessed therefore, if the cost thereof in any fiscal year would exceed an amount equal to twenty-five percent (25%) of that fiscal year's budget, without the prior consent of Unit owners exercising no less than fifty percent (50%) of the voting power of Unit owners and the consent of eligible holders of first mortgages hereinafter provided.

b. Any such assessment shall be prorated among all Units in proportion to their respective undivided interest in the Common Areas, and shall become due and payable on such date or dates as the Board determines following written notice to the Unit owners.

12.3.3. Special Individual Unit Assessments.

a. The Board may levy an assessment against an individual Unit, or Units, to reimburse the Association for those costs incurred in connection with that Unit or Units properly chargeable by the terms hereof to a particular Unit (such as, but not limited to, the cost of making repairs which are the responsibility of a Unit owner, and a Unit owner's enforcement and arbitration charges). Any such assessment shall become due and payable on such date as the Board determines, and gives written notice to the Unit owners subject thereto. Additionally, during the first years of the Condominium's existence, and until such time as real estate taxes and

assessments are split into separate tax bills for each Unit, the Association shall have the right to pay the real estate taxes and assessments attributable to the Condominium Property in the event the same have not been paid, when due, and assess each Unit owner for his, her or its share of such real estate taxes and assessments as a special individual Unit assessment. The share of those (axes and assessments attributable to a Unit shall be computed by multiplying the total taxes and assessments for all of the Condominium Property by the undivided interest in Common Areas attributable to that Unit. The calculation by the Association of the Units' shares of taxes and assessments shall be binding upon all Unit owners.

b. Any line or assessment levied by the Board, after appropriate hearing, for violation of rules and regulations shall also be an individual unit assessment.

12.3.4. Effective Date of Assessment. Any assessment created pursuant hereto shall be effective, provided it is created as provided herein, if written notice of the amount thereof is sent by the Board to the Unit owner subject thereto at least ten (10) days prior to the due date thereof, or the due date of the first installment thereof, if to be paid in installments. Written notice mailed or delivered to a Unit owner's Unit shall constitute notice to that Unit owner, unless the Unit owner has delivered written notice to the Board of a different address for such notices, in which event the mailing of the same to that last designated address shall constitute notice to that Unit owner.

12.3.5. Effect of Nonpayment of Assessment; Remedies of the Association.

a. If any assessment or any installment of any assessment is not paid within ten (10) days after the same has become due, the Board, at its option, without demand or notice, may:

(i). declare the entire unpaid balance of the assessment immediately due and payable,

(ii). charge interest on the entire unpaid balance (or on an overdue installment, alone, if it hasn't exercised its option to declare the entire unpaid balance due and payable), at the highest rate of interest then permitted by law, or at such lower rate as the Board may from time to time determine, and

(iii). charge a reasonable, uniform, late fee, as determined from time to time by the Board.

b. Each owner of any unit, by acceptance of its' deed, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(i). annual assessments or charges,

(ii). special assessments, such assessments to be established and collected as hereinafter provided; and

(iii). specific assessments against any particular Unit which are established pursuant to the terms of this Declaration or the Bylaws.

c. All such assessments, together with charges, interest, costs and reasonable attorney's fees actually incurred, in the maximum amount permitted by the Condominium Act, shall be a charge on the Unit and shall be a continuing lien upon the Unit against which each assessment is made. Such amounts shall also be the personal obligation of the Unit owner at the time when the assessment fell due. Each Unit owner shall be liable for his or her portion of each

assessment coming due while he or she is the owner of a Unit, and his or her grantee shall be jointly and severally liable for a portion thereof as may be due and payable at the time of any conveyance. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors; unless otherwise provided, the annual assessments shall be paid in equal monthly installments due on the first day of each calendar month.

d. The Association, as authorized by the Board, may file a lien or liens to secure payment of delinquent assessments, interest, late fees, and costs, including reasonable attorney fees, being an action at law against the owner or owners personally obligated to pay the same, and an action to foreclose a lien, or any one or more of these. If any foreclosure action, the owner or owners affected shall be required to pay a reasonable rental for that Unit during the pendency of such action, and the Association as plaintiff in any such foreclosure action shall be entitled to become a purchaser at the foreclosure sale. In any such foreclosure action, interest and costs of such action (including reasonable attorneys' fees) shall be added to the amount of any such assessment, to the extent permitted by law.

e. No owner may waive or otherwise escape liability for the assessments provided for in this Declaration by non-use of the Common Areas, or any part thereof, or by abandonment of his, her or its Unit.

12.3.6. Subordination of the Lien to First Mortgages. The lien of the assessments and charges provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage of a Unit recorded prior to the date on which such lien of the Association arises, and any holder of any such first mortgage which comes into possession of a Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid installments of assessments and charges against the mortgaged Unit which became due and payable prior to the time such holder or purchaser took title to that Unit except to the extent that such assessments remain valid pursuant to the Condominium Act.

12.3.7. Certificate Regarding Assessments. The Board shall, upon demand, for a reasonable charge, furnish a certificate signed by the President or other designated representative of the Association, setting forth whether the assessments on a specified Unit have been paid. This certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. Such certificate shall be in the form and content required under the Condominium Act.

ARTICLE XIII

CONDOMINIUM INSTRUMENT REQUIREMENTS

Section 13.1. General. The Condominium Act requires that certain information be provided in the Condominium instruments. Much of this is provided elsewhere in the Condominium organizational documents and in other documents, but in order that all such information be provided in this Declaration, various items of that information are set forth in the following sections of this article.

Section 13.2. Deposits. Any deposit or down payment made in connection with sale of a Unit by Declarant or its agent will be held in trust or escrow until delivered at the time of the closing of the sale or returned to or otherwise credited to the buyer, or forfeited to the Declarant. Deposits held in trust or escrow pursuant to sales by the Declarant or its agent shall not be subject to attachment by creditors of Declarant or the Buyer.

Section 13.3. Association Control. Except in its capacity as a Unit owner of unsold Units, the Declarant or its agent will not retain a property interest in any of the Commons Areas after control of the Association is assumed by the Association, except as expressly provided herein. The owners of Units that have been sold by the Declarant or its agent will assume control of the Association and the Common Areas, as elsewhere provided herein, in compliance with the requirements of the Condominium Act. Neither the Association nor the Unit owners will be subject to any management contract or agreement executed prior to the assumption of control of the Association by Unit owners other than Declarant for more than one year subsequent to the assumption of control unless such a contract or agreement is renewed by a vote of the Unit owners pursuant to the provisions of the By-Laws.

Section 13.4. Limited Warranties. Following are the limited warranties (and limitations thereon) which the Declarant gives to the Buyers of a Unit from it, which are not binding upon the Declarant nor enforceable by the Buyers unless and until the sale of the Unit to the Buyers is closed:

13.4.1. Units. Except as provided in subparagraph 13.4.5. below, the Declarant warrants to provide and pay for the full cost of labor and materials for any repair or replacement of structural, mechanical, and other elements pertaining to the Unit constructed by or on behalf of Declarant, occasioned or necessitated by a defect in material or workmanship, that arise within a period of two years from the Closing Date.

13.4.2. Common Areas and Facilities. The Declarant warrants to provide and pay for the full cost of labor and materials for any repair or replacement of the roof and structural components, and mechanical, electrical, plumbing, and common service elements serving the Condominium as a whole, occasioned or necessitated by defects in material or workmanship, that arise within a period of two years from the date the deed is filed for record following the first sale of a Unit in the Condominium to a purchaser in good faith for value.

13.4.3. Appliances. In the case of ranges, refrigerators, disposals, and other appliances, if any, installed and furnished by the Declarant as part of the Unit, the Declarant assigns to the Buyer all express and implied warranties of the manufacturer, and the Declarant's warranty with respect to such items is limited to the Declarant's warranty that the same have been properly installed.

13.4.4. Extended Warranties. The Declarant assigns to the Buyer any warranties made to the Declarant that exceed the time periods for warranties that the Declarant has given to the Buyers by this limited warranty.

13.4.5 Limitations.

(a). No representation is assumed by Declarant for Units not constructed by Declarant. Declarant shall not be held to make or have made any warranties, representations or covenants whatsoever with respect to Units or other improvements constructed by persons or entities other than Declarant.

(b) No responsibility is assumed for damage from any cause, whatsoever, other than to repair or replace, at the Declarant's cost, items containing defects covered by Declarant's warranty.

(iii). No responsibility is assumed for consequential or incidental damage except to the extent, if any, not permitted to be excluded or limited by law.

(iv). Implied warranties, if any, are limited to one year from the date on which the Unit is deeded to the Buyers, except to the extent, if any, that limitation is not lawful.

(v). These written warranties are the only express warranties the Declarant gives to the Buyers unless additional warranties are included in a written contract between the Declarant and the Buyers.

(vi). Any request for service must be sent in writing to the Declarant at such address as the Declarant may designate, from time to time, in writing to the Buyers. The Declarant or the Declarant's designated representative will commence performance of the Declarant's obligations under this warranty within thirty (30) days after receipt of the Buyers' request for service, and complete the same as soon as reasonably possible. All repairs and adjustments will be made Monday through Friday, 8:00 a.m. to 5:00 p.m.

13.4.6. Other Rights. This written limited warranty gives the Buyer specific legal rights and the Buyer may also have other legal rights under law.

13.4.7. Common Area Expansions. With respect to the repair or replacement of roof and structural components, and mechanical, electrical, plumbing and common service elements in areas added to the Condominium, the two year warranty shall commence on the date the deed or other evidence of ownership is filed for record following the sale of the first Unit in that area added to a purchaser in good faith for value.

Section 13.5. Declarant's Obligations. Declarant will assume the rights and obligations of a Unit owner in its capacity as owner of Units not yet sold, including, without limitation, the obligation to pay common expenses attaching to such Units, from a date no later than that upon which common expenses are first charged with respect to any other Unit.

ARTICLE XIV

MORTGAGEES

Section 14.1. Mortgages Generally. A Unit Owner may encumber or subject his or her Unit to the lien of a Mortgage. Whether or not they expressly so state, all Mortgages encumbering any Unit and the obligations secured thereby shall be deemed to provide, generally, that the Mortgage, and the rights and obligations of the parties thereto, shall be subject to the terms and conditions of the Act and this Declaration.

Section 14.2. Rights of Mortgagees. Upon the specific written request of a holder of a Mortgage on a Unit or its servicer to the Executive Board, the Mortgagee shall, at the expense of the Unit Owner, 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. Notices 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. Notice of any decision by the Executive Board to terminate professional management and assume self-management of the Property.

Section 14.3. Specificity of Mortgagee Request. The request of a Mortgagee or its servicer shall specify which of the items described in Section 14.2 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 authority for or validity of any request made by a Mortgagee hereunder.

Section 14.4. Failure to Comply. Failure to comply with the requirements of Section 14.2 or 14.3 shall in no way invalidate otherwise proper actions of the Association or the Executive Board.

Section 14.5. Books and Records. Any Mortgagee shall have the right (exercisable by written notice to the Association and at such Mortgagee's sole cost and expense) to examine the books and records of the Association, to have prepared an audited financial statement of the Association and to require that it be provided with a copy of each annual report of the Association.

Section 14.6. Existing Mortgages. Parcel 2R is currently subject to a mortgage in favor of Fifth Third Bank ("Fifth Third") as the same may be amended from time to time. For purposes of this Declaration, Fifth Third shall be entitled to all the rights and privileges granted Mortgagees generally under this Declaration, provided, however, such shall not be construed to be a limitation on the Fifth Third Mortgage or any specific rights granted Fifth Third under this Declaration. In the event that Fifth Third shall obtain title to any Unit prior to the sale thereof by Declarant by the exercise of any rights or remedies contained in the Fifth Third Mortgage, then Fifth Third shall also succeed, at its option, to all or some of the rights of Declarants hereunder or under the By-Laws or the Act.

ARTICLE XV

AMENDMENTS

Section 15.1. Power to Amend. Except as otherwise specifically provided herein, additions to, changes in, or amendment of this Declaration (or other Condominium organization documents) shall require the consent of Unit owners exercising not less than sixty seven percent (67%) of the voting power of Unit owners.

Section 15.2. Amendments Requiring Consent of All Unit Owners.
Notwithstanding Section 15.1 of this Declaration, the consent of all Unit owners shall be required for any amendment affecting a change in:

a. the boundaries of any Unit;

b. except with regard to adding Additional Property, the undivided interest in the Common Areas appertaining to a Unit or the liability for common expenses appertaining thereto;

c. the number of votes in the Association appertaining to any Unit; or

d. the fundamental purposes to which any Unit or the Common Areas are restricted;

Section 15.2. Power to Terminate. The consent of Unit owners exercising not less than eighty percent (80%) of the voting power of Unit owners shall be required to terminate the Condominium.

Section 15.3. Declarant Power to Amend. Declarant reserves the unilateral right and power, until the expiration of Declarant's right to control the Unit Owners Association, and each Unit owner by acceptance of a deed to a Unit is deemed to and does give and grant to Declarant a power of attorney, which right and power is coupled with an interest and runs with the title to a Unit and is irrevocable (except by Declarant), to amend the Condominium organizational documents (a) to the extent necessary to conform to the requirements of the Federal National Mortgage Condominium Association or the Federal Home Loan Mortgage Corporation with respect to condominium projects, or to the extent necessary to conform to the requirements then governing the making of a mortgage loan or the purchase, guaranty, or insurance of mortgages by an institutional lender or an institutional guarantor or insurer of a mortgage on a Unit, provided that the appropriate percentage (as described elsewhere herein) of eligible holders of first mortgage liens is obtained, (b) to correct typographical errors or obvious factual errors or omissions the correction of which would not impair the interest of any Unit owner, mortgagee, insurer or guarantor, , or (c) for any other reason deemed necessary the Declarant so long as such amendment, in the reasonable discretion of Declarant, has no material adverse affects upon the development of the Condominium Property. No amendment required by a state or federal government unit or authority will be deemed material. An eligible holder of a first mortgage on a Unit who receives a written request to approve changes, addition or amendments that are not material, and who does not deliver or post to the requesting party a negative response within thirty (30) days, shall be deemed to have approved such request.

Section 15.4. Method to Amend. 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. Any amendment duly adopted and executed in accordance with the foregoing provisions shall be effective upon filing with the Butler County Recorder of Deeds.

ARTICLE XVI

ANNEXATION OF ADDITIONAL REAL ESTATE

Section. 16.1. Additional Real Estate. The additional real estate shall consist of all or any portion of Lot 4RA and Lots 146 to 158, excluding Lot 152, as shown on the Leslie Farms Plan - Revised that may be added to the Condominium in accordance with the Act and the provisions thereof. With respect to the Additional Real Estate, the Declarant makes the following representations in accordance with the Act:

a. The Declaration reserves the option to create Units, Common Elements, Limited Common Elements and all of the foregoing within the Additional Real Estate.

b. The option reserved in subparagraph (a) will expire seven (7) years after the recording of the Declaration. There are no other circumstances that will terminate this option before the expiration of the time limit.

c. The only limitations on the option reserved under subparagraph (a) are the limitations created by or imposed by the Act; otherwise, there are no limitations.

d. The reallocation of percentage interests in the Additional Real Estate and the Condominium Property shall be computed in accordance with Section 5.3 and as set forth on Exhibit "B".

e. Any portion of the Additional Real Estate may be added and there are no assurances with respect to order or portions that may be added.

f. The maximum number of Units that may be added within the Additional Real Estate is 124.

g. All of the Units in the Additional Real Estate when created will be restricted exclusively to residential use.

h. The maximum density of Units in the Additional Real Estate is 2.6 lots per acre.

i. Any buildings to be constructed on Lots 146 to 158, exclusive of 152, shall be compatible in quality, size, materials and architectural style with the buildings and units on Lot 152. There are no assurances made with respect to the compatibility of the Units created in the rest of the Additional Real Estate or with respect to the architectural style, quality of construction, principal materials employed in construction or size of Units that may be created in the Additional Real Estate.

j. In the event that Units are created in the Additional Real Estate and added to the Condominium Property the same restrictions affecting the use, occupancy and alienation of the Units that apply to the Units originally created will apply to those Units created within the Additional Real Estate.

k. There are no assurances made with respect to the general description of the other improvements and Common Elements and Limited Common Elements may be made or created within the Additional Real Estate.

l. There are no limitations as to the locations of any buildings or other improvements that may be made within the Additional Real Estate.

m. There are no assurances that any of the Common Elements and Limited Common Elements created within the Additional Real Estate will be of

the same general types and sizes as those contained within other parts of the Planned Community.

n. There are no assurances that the proportion of the Common Elements and Limited Common Element appurtenant to the Units created within the Additional Real Estate will be approximately equal to the portion existing in other parts of the Condominium. Any assurances made herein will not apply in the event the Additional Real Estate is not added to Condominium Property.

ARTICLE XVII

MISCELLANEOUS

Section 17.1. Interpretation. The provisions of this Declaration shall be liberally construed in order to effectuate Declarant's desire to create a uniform plan for development and operation of the Property. The headings preceding the various paragraphs of this Declaration are intended solely for the convenience of readers of this Declaration and shall have no effect on the meaning or interpretation of any provision hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the case may be.

Section 17.2. Applicability of Documents. Each present and future owner, tenant, occupant and mortgagee of a Unit shall be subject to and shall comply with the provisions of the Act, this Declaration and the covenants, conditions and restrictions set forth in the deed to such Unit. The acceptance of a deed or mortgage to any Unit, or the entering into a lease or the occupancy of any Unit shall constitute an agreement that the provisions of the Act, this Declaration and the covenants, conditions and restrictions set forth above and in the deed to such Unit are accepted and ratified by such grantee, mortgagee or lessee. All of such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

Section 17.3. Eminent Domain. In the event that all or any portion of the Property is acquired by any governmental entity pursuant to the exercise of the power of eminent domain, then the Leslie Farms Unit Owners Association shall represent all Unit Owners in any proceedings, negotiations, settlements or agreements with respect to such condemnation. By acceptance of a deed for any Unit, each Unit owner shall be conclusively presumed to have appointed the Unit Owners Association his or her attorney-in-fact for all matters concerning condemnation of all or any portion of the Property. Any proceeds or damages paid to the Unit Owners Association pursuant to any condemnation shall be disposed of pursuant to Section 5107 of the Uniform Planned Community Act.

Section 17.4. Mechanics' Liens. Any mechanics' liens arising as a result of repairs to or improvements of a Unit by or on behalf of any Unit Owner shall be liens only against such Unit and shall be paid by the Unit Owner of such Unit. Except as expressly set forth herein to the contrary, any mechanics' liens arising as a result of repairs to or improvements of the General Common Elements, if authorized in writing pursuant to a duly adopted resolution of the Association, shall be paid by the Association and shall be a Common Expense.

Section 17.5. Enforcement. The Association (and Declarant so long as Declarant is a Unit Owner), shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or Declarant to so enforce shall in

no event be deemed a waiver of the right to do so thereafter. Any right or power vested in the Association hereunder shall be deemed to be vested in the Executive Board unless expressly stated to the contrary or otherwise required by the Act.

Section 17.6 Arbitration. To the extent permitted by the Act, any controversy or dispute involving the interpretation of this Declaration shall be settled by an arbitrator, in Pittsburgh, Pennsylvania in accordance with the Commercial Rules of Arbitration then followed by the American Arbitration Association or any successor to the functions thereof. The arbitrator shall have the right and authority to determine how its decision or determination as to each issue or matter in dispute may be implemented or enforced. Any decision or award of the arbitrator shall be final and conclusive on the Unit Owners and may be entered in and enforced by any Court having jurisdiction thereof. There shall be no appeal from any decision or award of the arbitrator other than for gross negligence or willful misconduct.

Section 17.7. Reassessment of Uncollectible Assessments. In all cases where all or part of any assessments for Common Expenses and Limited Common Expenses cannot be promptly collected from the persons or entities liable therefore, the Executive Board may reassess the same as a Common Expense without prejudice to its rights of collection.

Section 17.8. Capital Improvement Fee Upon Resale. In accordance with and subject to Section 3302 of the Act, upon the resale and transfer of a Unit by any owner other than Declarant, a contribution shall be made by on behalf of the purchaser to the Capital Improvement fund of the Association in an amount equal to one-fourth (1/4) of the annual Assessments for that Unit for that year as determined by the Executive Board. This amount shall be in addition to, and not in lieu of, the Assessments otherwise levied on the Unit and shall not be considered an advance payment of any portion thereof. Funds so collected and deposited in the Association's Capital Improvement fund shall be maintained by the Association in a separate capital account and may be expended only for new Common Elements or replacement of existing Common Elements and may not be expended for operation, maintenance or other purposes. The contribution to the Capital Improvement fund shall be collected at the closing on any resale of a Unit and shall constitute a lien against the Unit until collected and paid over to the Association.

Section 17.9. Effective Date; Severability. This Declaration shall become effective when it has been recorded. In the event that any provision of this Declaration is determined to be invalid or unenforceable, it shall be considered severed and shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration and, in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein. In the event of any conflict between this Declaration and the Act, the Act shall control except in those instance where the Act by its terms permits variations.

ARTICLE XVIII

RECORDED EASEMENTS/MINERAL RIGHTS

Section 18.1. The following recorded easements may affect the Property:

a. All roads, public and private in any way affecting the Property.

b. The following rights of way:

i. Lloyd L. Leslie and Marlene E. Leslie (husband/wife) David B. Leslie and Brenda J. Leslie (husband/wife) to CNG Transmission Corporation dated December 6, 1991 recorded February 4, 1992 in Record Book Volume 1948, page 251, as shown on the Leslie Farms PRD Phase I Plan, recorded in Plan Book Volume 304, pages 7-12 ("PRD Plan") in the Recorder of Deeds Office of Butler County, Pennsylvania.

ii. R. Wayne Leslie and Martha Irene Leslie to the American Telegraph & Telephone Co. dated September 30, 1969 recorded October 3, 1969 in Deed Book Volume 910, page 851, as shown on the recorded PRD Plan.

iii. Wayne Leslie and Irene Leslie to Peoples United Telephone Co. dated May 14, 1970 recorded May 22, 1970 in Deed Book Volume 919, page 19.

iv. Wayne Leslie and Irene Leslie to The United Telephone Company of Pennsylvania dated April 18, 1979 recorded May 1, 1979 in Deed Book Volume 1091, page 286.

v. Phillip and Sophia Gelbach to the Pittsburgh East & West Railroad Co. dated April 30, 1881 recorded August 15, 1882 in Deed Book Volume 67, page 1.

vi. Vicnor Farms, Inc. to Pennsylvania Power Company and the United Telephone Co. dated July 21, 1980 recorded August 1, 1980 in Deed Book Volume 1117, page 194.

vii. W.H. Rader to South Penn Oil Co. dated September 6, 1921 recorded October 21, 1921 in Deed Book Volume 386, page 179.

viii. Vicnor Farms, Inc. to The American Telegraph and Telephone Company of Pennsylvania dated March 26, 1968 recorded April 2, 1969 in Deed Book Volume 902, page 373 and Communication Systems Easement between said parties dated April 25, 1969 recorded May 12, 1969 in Deed Book Volume 903, page 1002.

ix. All rights of way as shown on either the Leslie Farms Plan No. 1 recorded on November 15, 2007 in Plan Book Volume 304, pages 5 and 6 and the Leslie Farms PRD Phase I Plan recorded on November 15, 2007 at Plan Book Volume 304, pages 7-12, and the Leslie Farms PRD Phase

I Plan – Revised, recorded on October 30, 2009 at Plan Book Volume 316, pages 44 – 47.

c. Easements for water, gas, electric, other utilities and sanitary and storm sewers as now or hereafter located and installed at the Property

Section 18.2. Mineral Rights. Declarant has reserved all oil, gas, limestone, coal and other mineral rights, mining rights, and all rights and privileges incident to the exploration, extraction or development thereof, and the rights of surface, lateral or subjacent support.

IN WITNESS WHEREOF, Declarants have caused this Declaration to be duly executed on this 10th day of May, 2010.

Leslie Farms LP, a Pennsylvania limited partnership

WITNESS:

By: Manor Development, LLC, a Pennsylvania limited partnership, its general partner

By: _____
Angelo C. Spagnolo, Managing Member

JOINDER

Hartford Designs, Inc., a Pennsylvania corporation d/b/a Noah Homes, Owner of Lot 135 in the Leslie Farms PRD Phase I, said Lot being designated as Lot 152 in the Leslie Farms PRD Phase I – Revised, hereby consents to and joins in the recording of this Declaration of Condominium for Shelton Place at Leslie Farms, a condominium, and submits Lot 135 and Lot 152 to the terms and conditions appearing in the Declaration.

ATTEST:

Hartford Designs, Inc., d/b/a Noah Homes, a Pennsylvania Corporation

By: _____

COMMONWEALTH OF PENNSYLVANIA)

)

COUNTY OF ~~BUTLER~~ Allegheny)

On this 10th day of May, 2010, before me, a Notary Public, the undersigned officer, personally appeared Angelo C. Spagnolo, who acknowledged himself to be the Managing Member of Manor Development LLC, a Pennsylvania limited liability company, General Partner of Leslie Farms, LP, a limited partnership, and that he, as such Managing Member of the limited liability company, general partner of the limited partnership, executed the foregoing instrument for the purposes therein contained as Managing Member of Manor Development LLC, general partner of Leslie Farms LP

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

Mary B. Keay

Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Mary B. Keay, Notary Public
Pine Twp., Allegheny County
My Commission Expires May 25, 2012
Member, Pennsylvania Association of Notaries

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA)

)

COUNTY OF ~~BUTLER~~ Allegheny)

On this 10th day of May, 2010, before me, a Notary Public, the undersigned officer, personally appeared Kenneth R. Rowe, who acknowledged himself to be the President of Hartford Designs, Inc. d/b/a Noah Homes, a Pennsylvania corporation and that he, as such President being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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

Mary B. Keay

Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Mary B. Keay, Notary Public
Pine Twp., Allegheny County
My Commission Expires May 25, 2012
Member, Pennsylvania Association of Notaries

My Commission Expires:

EXHIBIT A

ALL THOSE CERTAIN pieces, parcels or lots of land situate in Connoquenessing Borough, Butler County, Pennsylvania, being known as Lot 152 and Parcel 2R in the Leslie Farms PRD Phase I Plan - Revised as recorded in the Recorder of Deeds Office of Butler County, Pennsylvania in Plan Book Volume 316, Page 44.

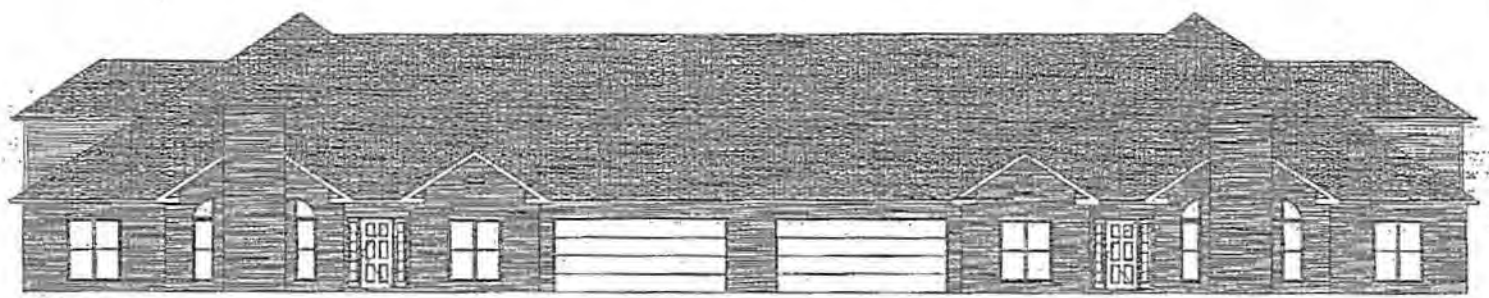
EXHIBIT B

UNIT DESIGNATIONS

UNDIVIDED INTERESTS IN COMMON AREA

(to be recalculated upon addition units being bought into Condominium)

Unit	Undivided Interest
102	.25
104	.25
106	.25
108	.25

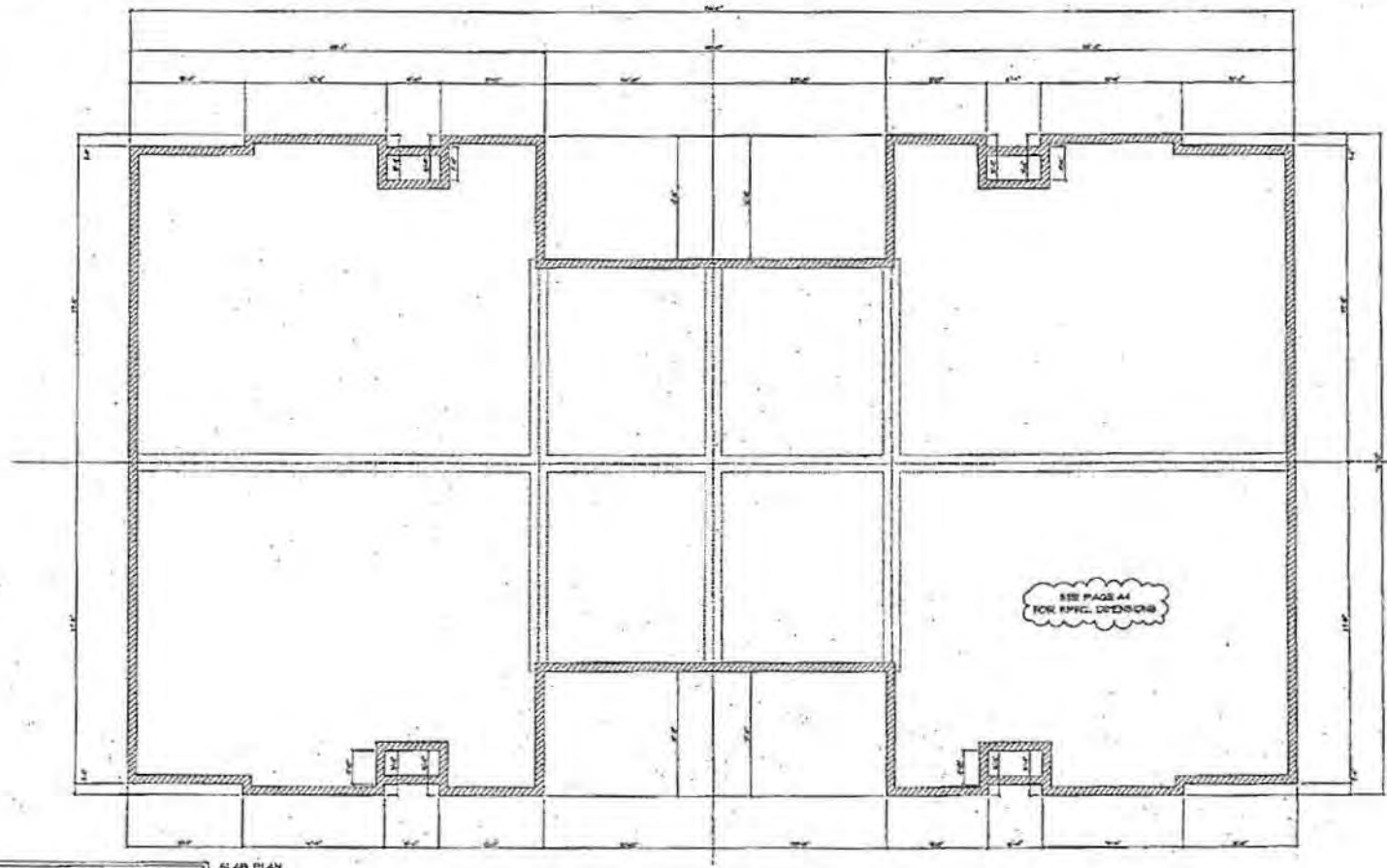


NOAH QUAD'S

Lot 152

CARTER

A1



SLAB PLAN

PLEASE REVIEW THE FOLLOWING DRAWING AND CHECK CORRESPONDING BOXES FOR APPROVAL.

- DIMENSIONS
- ROOF LAYOUT/PITCH
- ROOM SIZES
- ELEVATIONS
- SINGLE REGION DIMENSIONS

SIGNATURE: [signature] DATE: 5/2/[illegible]

CARTER

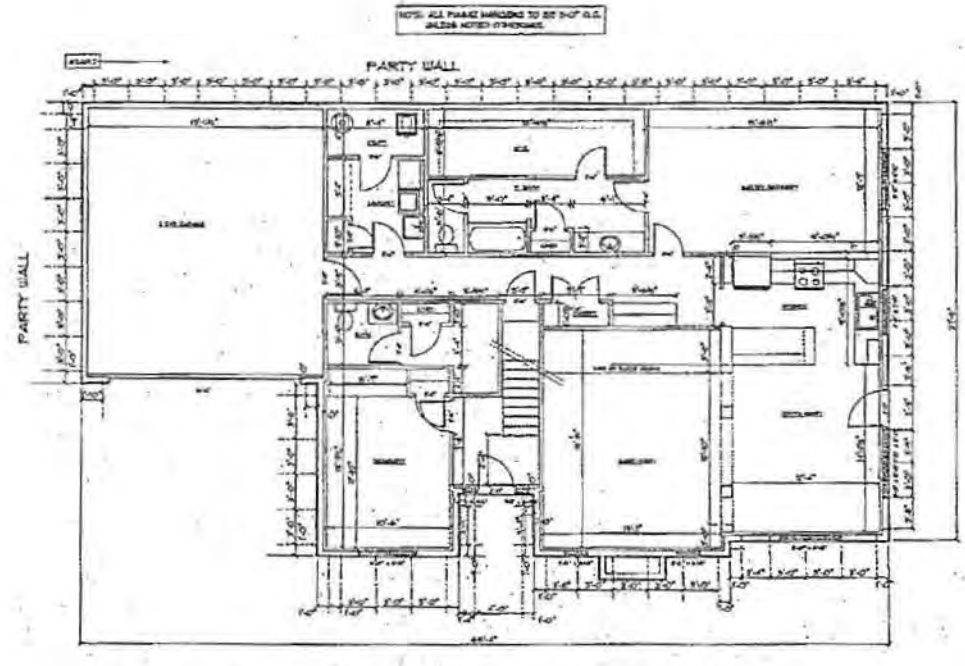
[illegible] N. PERRY DIV'Y.
MERCER, PA. 16137
724-473-4113

REVISIONS

HOLDER:
PROJECT: [illegible]
DATE: [illegible]
SCALE: AS NOTED
DWG: 1 OF 6

A3

SLAB PLAN



ANCHOR LAYOUT

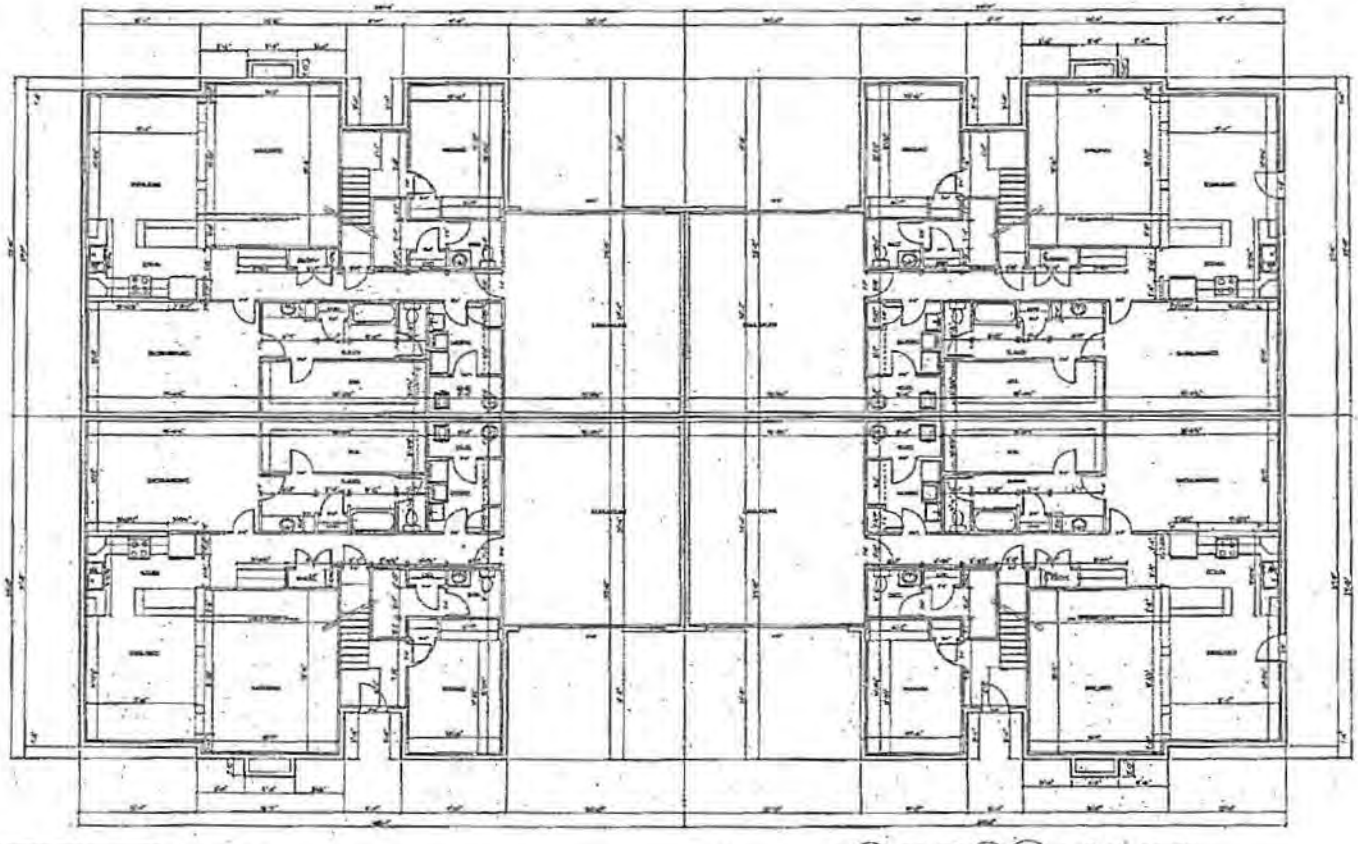
PLEASE REVIEW THE FOLLOWING DRAWING AND CHECK CORRESPONDING BOXES FOR APPROVAL.

- [ ] DIMENSIONS
- [ ] ROOF LAYOUT/PITCH
- [ ] ROOM SIZES
- [ ] ELEVATIONS
- [ ] WINDOW ROUGH OPENINGS

SIGNATURE: _____ DATE: 5/4/16

CARTER

A5



1ST FLOOR PLAN

NOTE:
SEE PAGE A7 FOR WINDOW DIMENSIONS AND SIZES
VARIFY WINDOW SIZES BEFORE ORDERING

PLEASE REVIEW THE FOLLOWING DRAWING AND CHECK CORRESPONDING BOXES FOR APPROVAL.

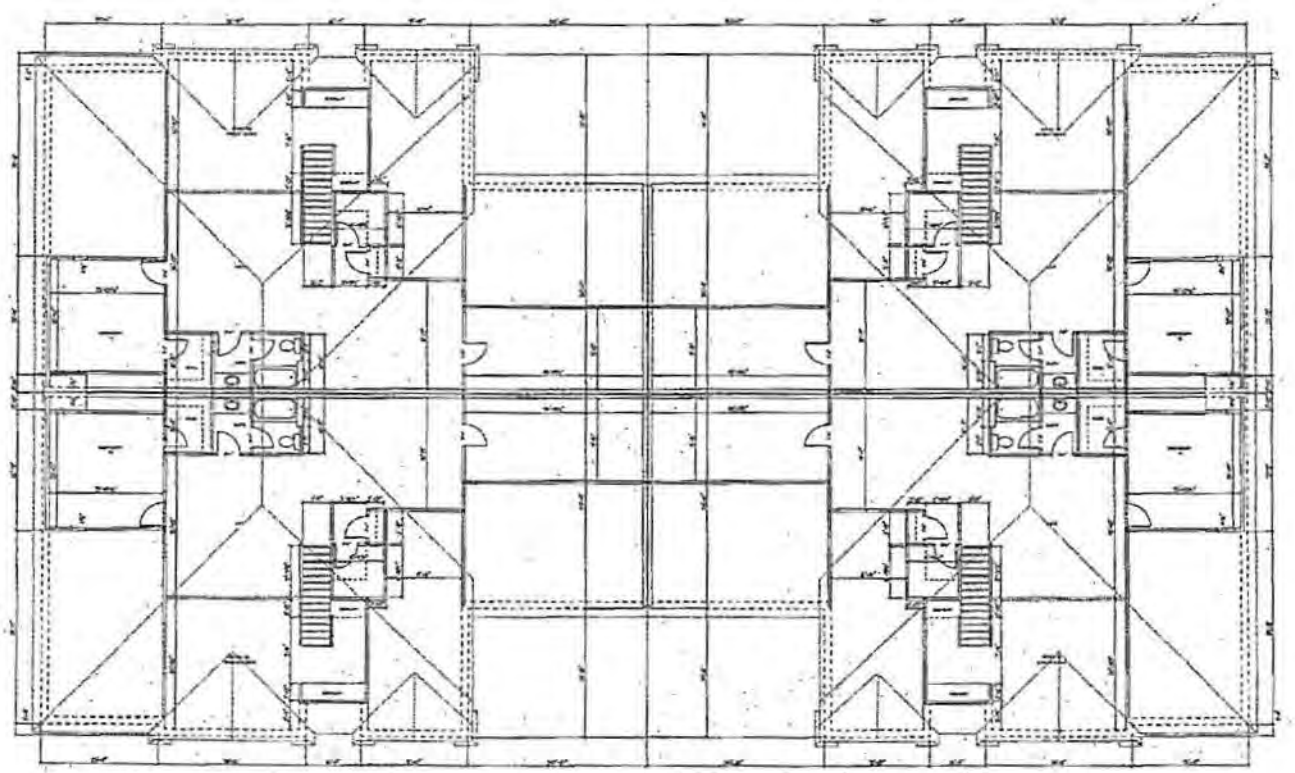
- ☐ DIMENSIONS
- ☐ ROOF LAYOUT/PITCH
- ☐ ROOM SIZES
- ☐ ELEVATIONS
- ☐ WINDOW ROUGH OPENINGS

SIGNATURE: _____ DATE: 5/4/12

CARTER

A6

1ST FLOOR PLAN



SECOND FLOOR PLAN

SEE PAGE A5 FOR WINDOW SIZES AND DIMENSION
VARIFY ALL WINDOW SIZES BEFORE ORDERING

PLEASE REVIEW THE FOLLOWING DRAWING AND CHECK CORRESPONDING BOXES FOR APPROVAL

- ☐ DIMENSIONS
- ☐ ROOF LAYOUT/PITCH
- ☐ ROOM SIZES
- ☐ ELEVATIONS
- ☐ WINDOW SIZES OPENINGS

SIGNATURE: [signature] DATE: 5/2/18

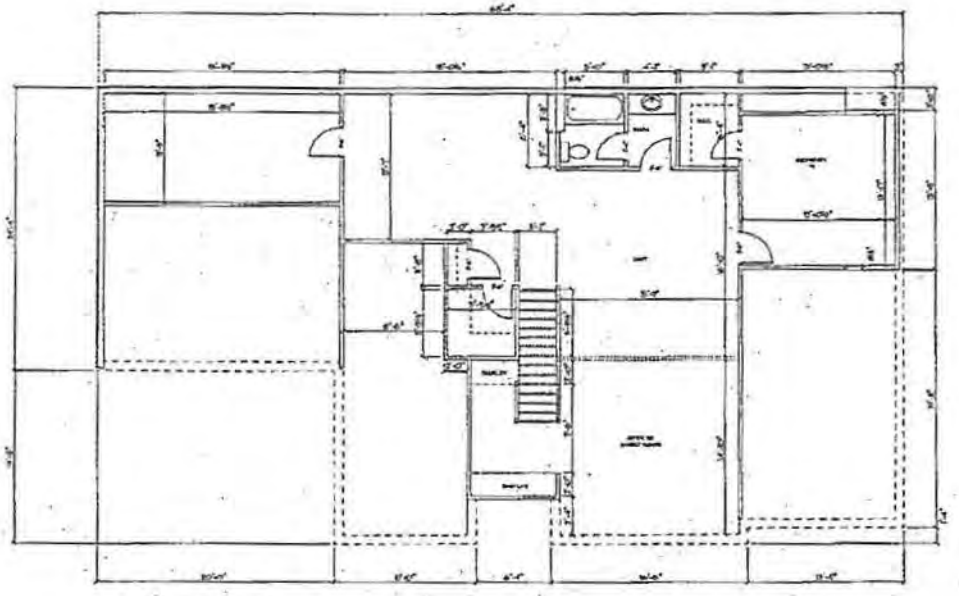
CARTER Lumber

854 N. PERRY HWY.
MERCER, PA. 16137
724-475-4115

REVISIONS

FULLER
PROJECT: HOME QUOTE
DATE: [illegible] SCALE: AS NOTED DWG: [illegible]

A8



SECOND FLOOR PLAN

SECOND FLOOR(LOFT/BATH/BEDROOM OPTION)

PLEASE REVIEW THE FOLLOWING DRAWING AND CHECK CORRESPONDING BOXES FOR APPROVAL.

- ☐ DIMENSIONS
- ☐ ROOF LAYOUT/PITCH
- ☐ ROOM SIZES
- ☐ ELEVATIONS
- ☐ UPDOWN SHOWN OPENING

SIGNATURE: _____ DATE: 5/2/10

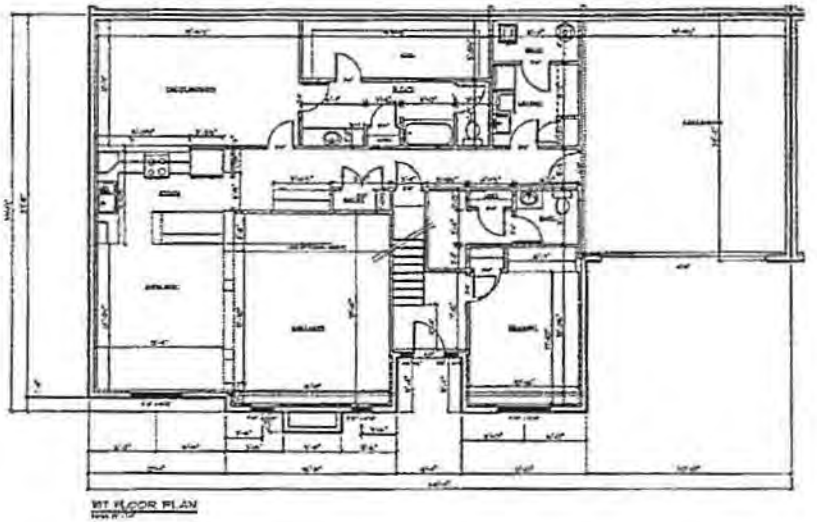
CARTER

844 N. PERRY HWY.
MERCER, PA. 16137
724-475-4113

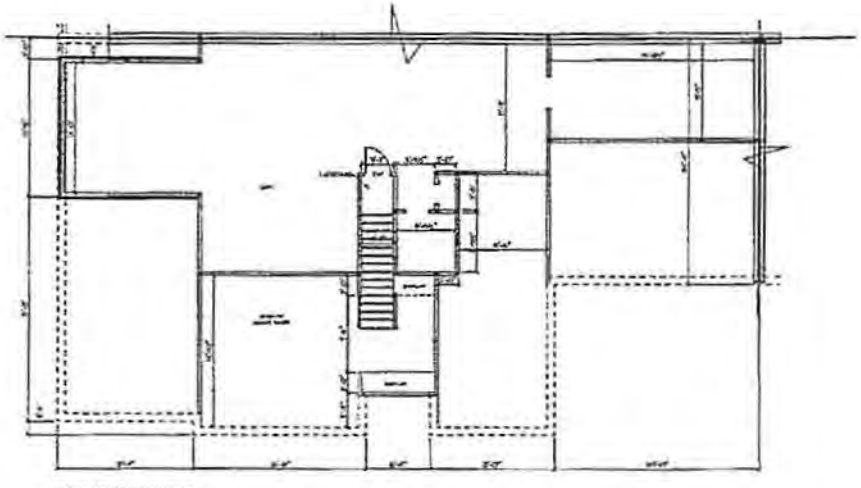
REVISIONS

SURVEYED:
PROJECT: NEAR GRAVES
DATE: SCALE AS NOTED
SHEET 8 OF 8

A3

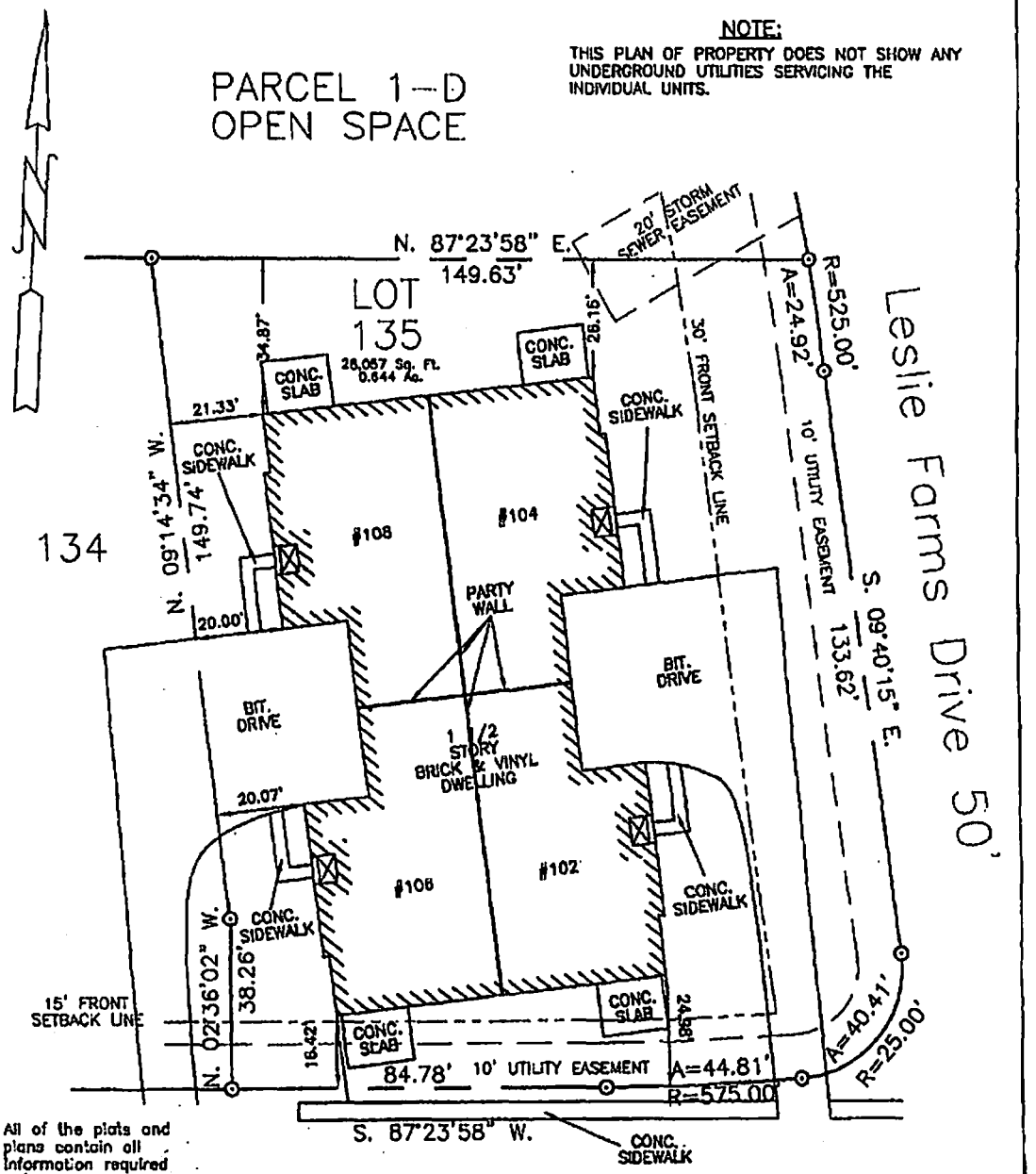


1ST FLOOR PLAN



SECOND FLOOR PLAN

NOTE:
THIS PLAN OF PROPERTY DOES NOT SHOW ANY UNDERGROUND UTILITIES SERVICING THE INDIVIDUAL UNITS.



All of the plats and plans contain all information required by the Condominium Act.

SHELTON PLACE AT LESLIE FARMS, A CONDOMINIUM

REVISED 5/20/10 FOR GENERAL REVISIONS AS PER ATTORNEY'S REQUEST

SCALE:1"=30'

COMMONWEALTH OF PENNSYLVANIA
REGISTERED PROFESSIONAL
SCOTT R. PILSTON
LAND SURVEYOR
NO. 046652-E

PILSTON SURVEYING, INC.
SCOTT R. PILSTON P.L.S.
152 ALCAN DRIVE
PITTSBURGH, PA. 15239
Firm Office (412)798-6201 Fax (412)798-6203

DBV Pgs.
Block Lot
PBV 304 Pgs. 7

10-116 JOB NO.

Drawn By: RAB
Checked By: SRP

LIC. NO. 046652-E

May 18, 2010 DATE

PLAN OF PROPERTY

Lot No. 135
Leslie Farms PRD Phase 1

Situate: Connoquenessing Borough & Forward Township
Butler County
Pennsylvania

FOR: Noah Homes

I hereby certify to that certify for the benefit of NOAH Homes that this plan was made from a survey made upon the premises this 18 day of MAY, 20 10, showing the location of all buildings, easements or servitudes apparent from an inspection of the surface of the premises. This plan is not to be reproduced in any manner, nor may it be relied upon by anyone other than the above named person or persons for whose benefit it has been prepared and embossed with an impression seal. Copies of this plan without impressionment are for convenience of reference only.

Scott R. Pelt

Instr:201104060008847 04/06/2011
Pages:12 F:$34.50 11:03AM
Michele Mustello T20110311672
Butler County Recorder MLGIGLIOTT

AMENDMENT TO
DECLARATION OF CONDOMINIUM
SHELTON PLACE AT LESLIE FARMS, a Condominium
part of

LESLIE FARMS – A PLANNED COMMUNITY

This Amendment to Declaration of Condominium is made this 5th day of April, 2011, by LESLIE FARMS, L.P., a Pennsylvania limited partnership, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, pursuant to a certain Declaration of Condominium dated May 20, 2010, recorded in the Recorder of Deeds Office in and for Butler County, Pennsylvania, at Instrument Number 201005240011010 (the "Condominium Declaration"), Declarant submitted to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S § 3101 et seq. (the "Act"), certain real property located in Connoquenessing Borough and Forward Township, Butler County, Pennsylvania as described in the Declaration and shown on the Leslie Farms PRD Phase I – Revised Plan recorded in the Recorder of Deeds Office in and for Butler County, Pennsylvania at Plan Book Volume 316, Pages 44 to 47 (the "Leslie Farms Plan - Revised"), and created a Condominium known as Shelton Place At Leslie Farms, a Condominium (the "Condominium"); and

WHEREAS, pursuant to Article XVI of the Condominium Declaration, Declarant reserved an option to convert into Units, Common Elements, Limited Common Elements, and all of the foregoing, all or any portion of the Additional Real Estate as described in the Condominium Declaration; and

WHEREAS, Declarant now desires to convert into Units that portion of the Additional Real Estate known as Lot No. 153 as shown on the Leslie Farms Plan PRD Phase I-Revised Plan, which Plan is recorded in the Recorder of Deeds Office of Butler County, Pennsylvania at Plan Book Volume 316, pages 44 to 47; and

WHEREAS, pursuant to Article XV of the Condominium Declaration, Declarant has the right to amend the Declaration prior to the transfer of Condominium Declarant control as described in the Condominium Declaration; and

WHEREAS, Declarant desires to make certain amendments to the Declaration.

NOW THEREFORE, intending to be legally bound hereby, Declarant hereby amends the Condominium Declaration as set forth below

1. All capitalized terms used herein which are not defined herein shall have the meanings specified in Article I of the Condominium Declaration.

2. Pursuant to the provisions of Article XVI of the Condominium Declaration and Section 3211 of the Act, Declarant hereby amends the Condominium Declaration to provide that Lot No. 153 as shown on the Leslie Farms Plan PRD Phase I-Revised Plan, which Plan is recorded in the Recorder of Deeds Office of Butler County, Pennsylvania at Plan Book Volume 316, pages 44 to 47, shall be converted within the Additional Real Estate and added as Units to the Condominium. Lot No. 153 shall be held, improved, maintained, sold and conveyed subject to the terms, conditions, covenants and restrictions set forth in the Condominium Declaration.

3. Exhibit "B" to the Condominium Declaration, which Exhibit sets forth Unit designations and undivided interests in common areas, is hereby amended as shown on Exhibit "B" attached hereto. The specific undivided interests of each Unit are shown on Exhibit "B" attached hereto.

4. Attached hereto are the Drawings for the aforesaid Lot No. 153.

5. With the recording of this Amendment, there are now 8 Units in the Condominium.

6. Article XVIII, titled "Recorded Easements/Mineral Rights" is hereby amended to include the following provision:

Section 18.3 Lease. Declarant has entered into that certain Oil and Gas Lease with Phillips Production Company dated July 6, 2010 and recorded in the Recorder of Deeds Office in and for Butler County, Pennsylvania on September 1, 2010 at Instrument No. 201009010019579 which may affect the Property.

7. Except as specifically amended hereby, the Condominium Declaration, as amended, remains in full force and effect in accordance with its terms.

THIS AMENDMENT TO DECLARATION is being executed by Dominic Gigliotti as Manager of Manor Development Group, LLC, a Pennsylvania limited liability company, which is the general partner of the Declarant, as authorized agent of the Declarant.

Signature Pages to Follow

IN WITNESS WHEREOF the Declarant has executed this Amendment the day and year first above written.

ATTEST:

LESLIE FARMS, L.P., a Pennsylvania limited partnership

By: Manor Development Group, LLC, a Pennsylvania limited liability company
General Partner

BY: _____
Name: Dominic Gigliotti
Title: Manager Partner

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

AND NOW, to-wit, this 5th day of April, 2011, before me, the undersigned officer, a notary public, personally appeared Dominic Gigliotti an individual, and who, being duly sworn according to law, deposes and says that he is the manager of MANOR DEVELOPMENT GROUP, LLC, a Pennsylvania limited liability company, sole general partner of LESLIE FARMS, L.P., a Pennsylvania limited partnership, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name as such officer of such limited liability company, as general partner of Leslie Farms LP.

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

Timothy A. Piper
Notary Public

My Commission Expires: 12-15-14

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Timothy A. Piper, Notary Public
Pine Twp., Allegheny County
My Commission Expires Dec. 15, 2014
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

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

Michele M. Mustello - Recorder of Deeds

JOINDER

Pitell Contracting, Inc., a Pennsylvania Corporation, Owner of Lot No. 153 in the Leslie Farms PRD Phase I – Revised, hereby consents to and joins in the recording of this Amendment to Declaration of Condominium for Shelton Place at Leslie Farms, a condominium, and submits Lot No. 153 to the terms and conditions appearing in this Declaration.

ATTEST:

PITELL Contracting, Inc.,
a Pennsylvania corporation

BY: _____
Name: Anthony Pitell
Title: Pres

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

AND NOW, to-wit, this 5th day of April, 2011, before me, the undersigned officer, a notary public, personally appeared Anthony Pitell, an individual, and who, being duly sworn according to law, deposes and says that he is the President of PITELL CONTRACTING, INC., a Pennsylvania corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name as such officer of such corporation.

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

_____
Notary Public

My Commission Expires: 12-15-14

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Timothy A. Piper, Notary Public
Pine Twp., Allegheny County
My Commission Expires Dec. 15, 2014
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

CERTIFICATE OF RESIDENCE

I, Virginia Sisco, the Undersigned, do hereby certify that the precise residence of Grantee(s) is 11279 Perry Highway, Wexford, PA 15090.

Witness my hand this 5th day of April, 2011.

_____

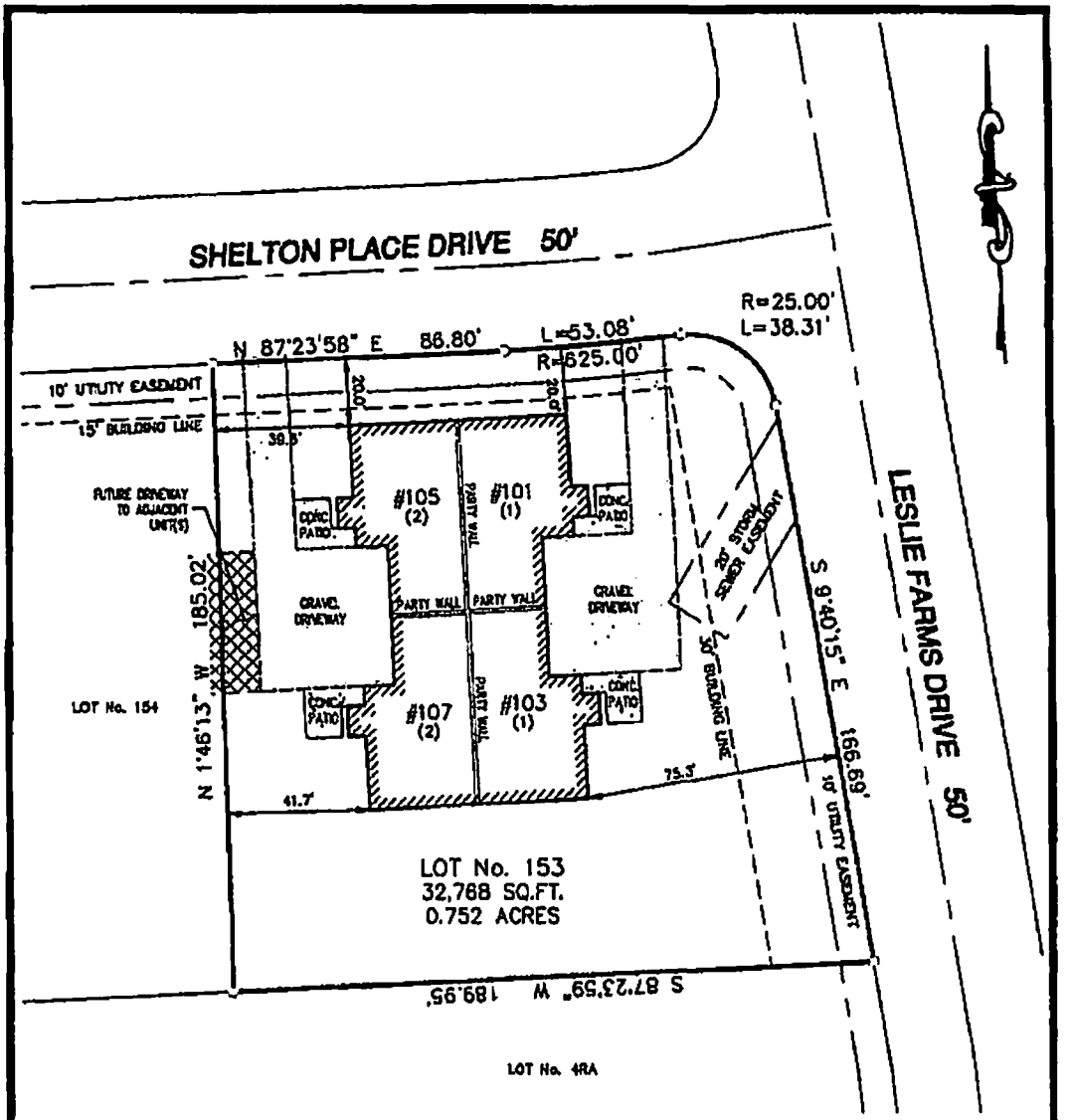
EXHIBIT B

UNIT DESIGNATIONS

UNDIVIDED INTERESTS IN COMMON AREA

(to be recalculated upon additional units being brought into Condominium)

Unit	Undivided Interest
101	.125
102	.125
103	.125
104	.125
105	.125
106	.125
107	.125
108	.125



NOTES:

THIS PLAN DOES NOT SHOW ANY OF THE UNDERGROUND UTILITIES SERVING THIS LOT OR EACH UNIT.

THE PLATS AND PLANS CONTAIN ADDITIONAL INFORMATION AS REQUIRED BY THE CONDOMINIUM ACT

(1) or (2) INDICATE NUMBER OF STORIES.

40 0 40 80 120

GRAPHIC SCALE – FEET

SHELTON PLACE AT LESLIE FARMS
– A CONDOMINIUM –

COMMONWEALTH OF PENNSYLVANIA
REGISTERED PROFESSIONAL
JAMES ANTHONY SPERDUTE
LAND SURVEYOR 24457-E

PLAN OF SURVEY FOR:

PITELL CONTRACTING

BEING LOT 153 OF THE
LESLIE FARMS PRD – PHASE 1 – REVISED
RECORDED IN PLAN BOOK 316, PAGES 44–47
CONNOQUENESSING BOROUGH, BUTLER CO., PA

Drawing Scale: 1"=40'	Date: AUGUST 4, 2011	
Drawing Number: 1022-1010179	Drawn By: JSS	CKD By: JAS

SPERDUTE LAND SURVEYING
JAMES A. SPERDUTE, R.S.
108 DEER LANE
HARMONY, PA 16037
724-452-4362
724-452-9357 FAX
pasurvey@zoominternet

Revisions	Book/Page
11-12-10...FINAL	69
4-1-11...UPDATE	44

Recorded _____ _____Number

AMENDMENT TO
DECLARATION OF CONDOMINIUM for SHELTON PLACE AT LESLIE FARMS, a condominium
Vol. **part of**

LESLIE FARMS – A Planned Community Page

_____ _____

By

LESLIE FARMS, L.P.
a Pennsylvania limited partnership

Fees, $ _____

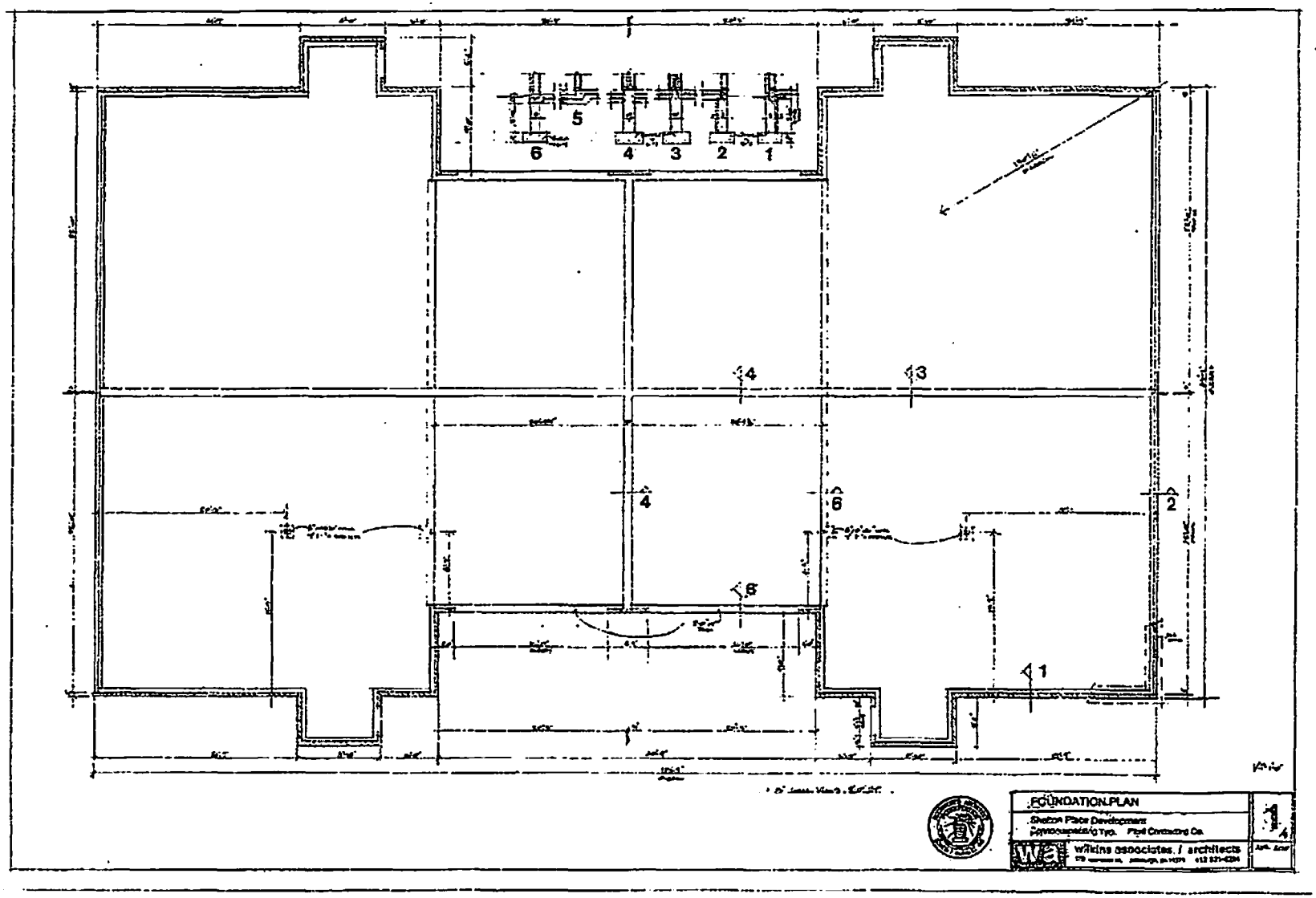
Mail To:
Gigliotti Holdings, LP
11279 Perry Highway, Suite 509
Wexford, PA 15090

Commonwealth of Pennsylvania)
) SS:
County of Butler)

Recorded on this _____ day of _____ A.D. 2011, in the Recorder of Deeds Office of the said County, in Deed Book Vol. _____, page _____.

Given under my hand and the seal of the said office the day and year aforesaid.

_____
Recorder



5
6
4
3
2
1
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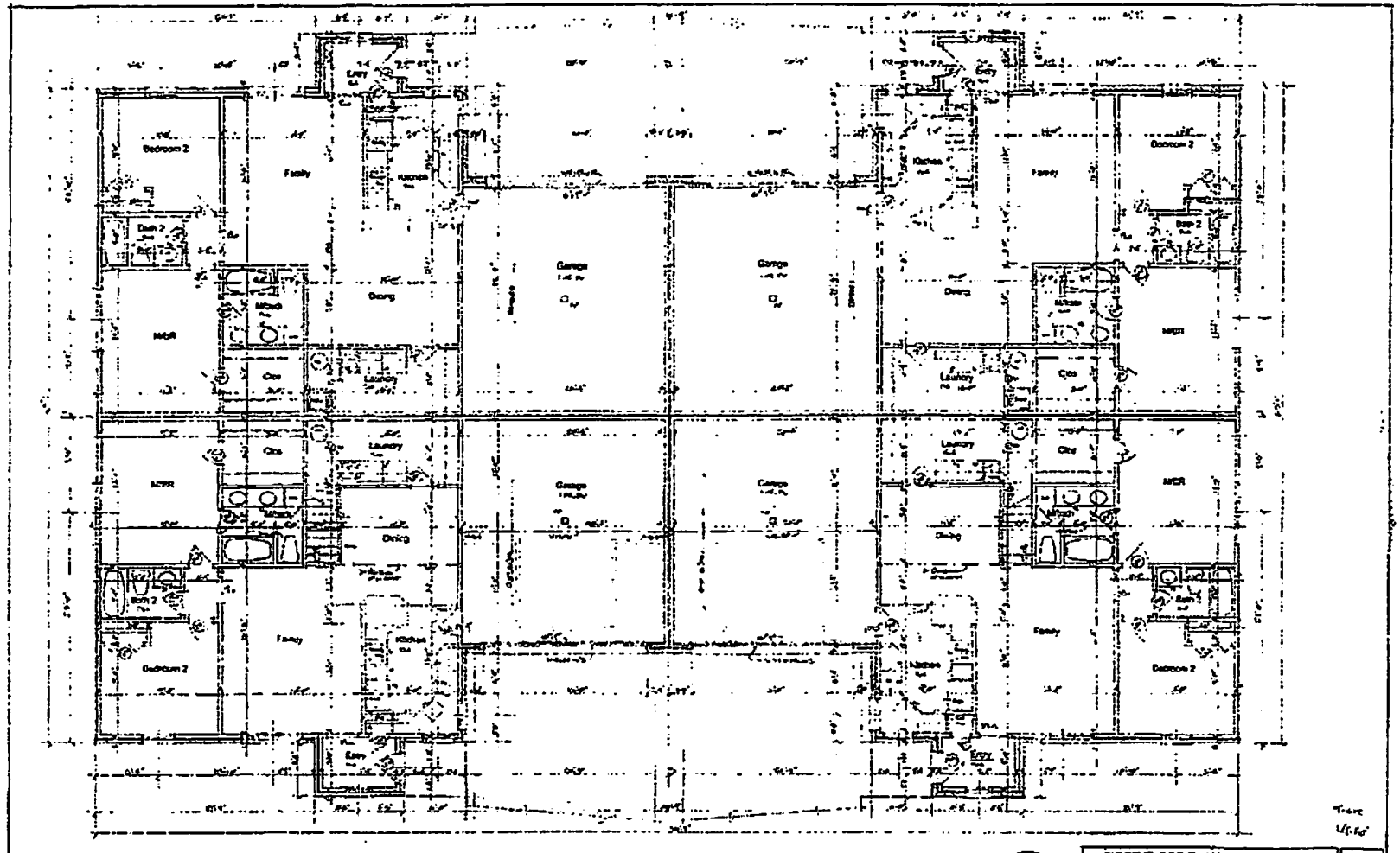
2
6
1
FOUNDATION PLAN
Shelton Place Development
Connoquenessing Twp. Pipe Contracting Co.
wilkins associates / architects

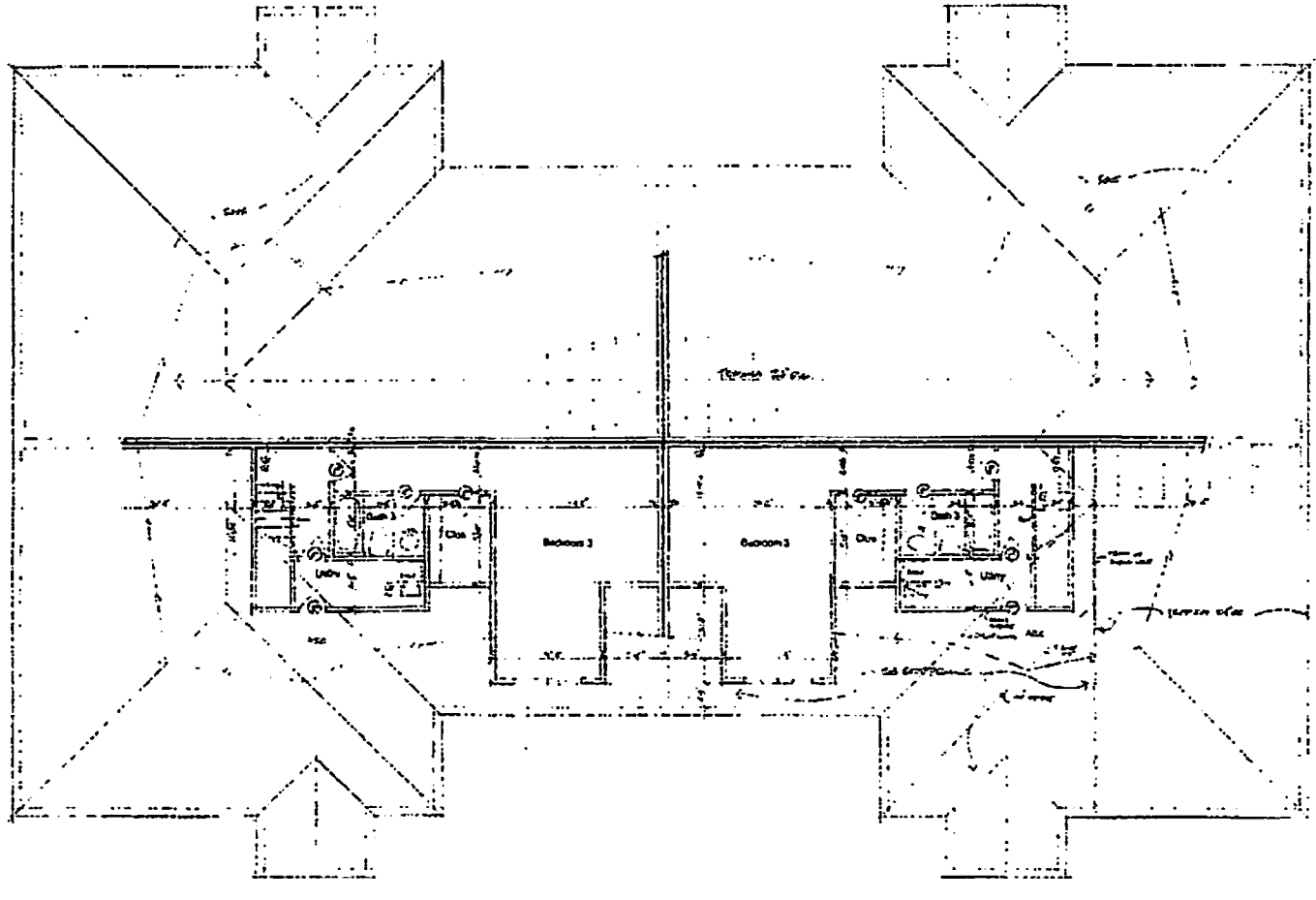


FIRST FLOOR PLAN

Shelton Place Development
Conveyancing Twp. Pfohl Contracting Co.

wa wilkins associates / architects

2

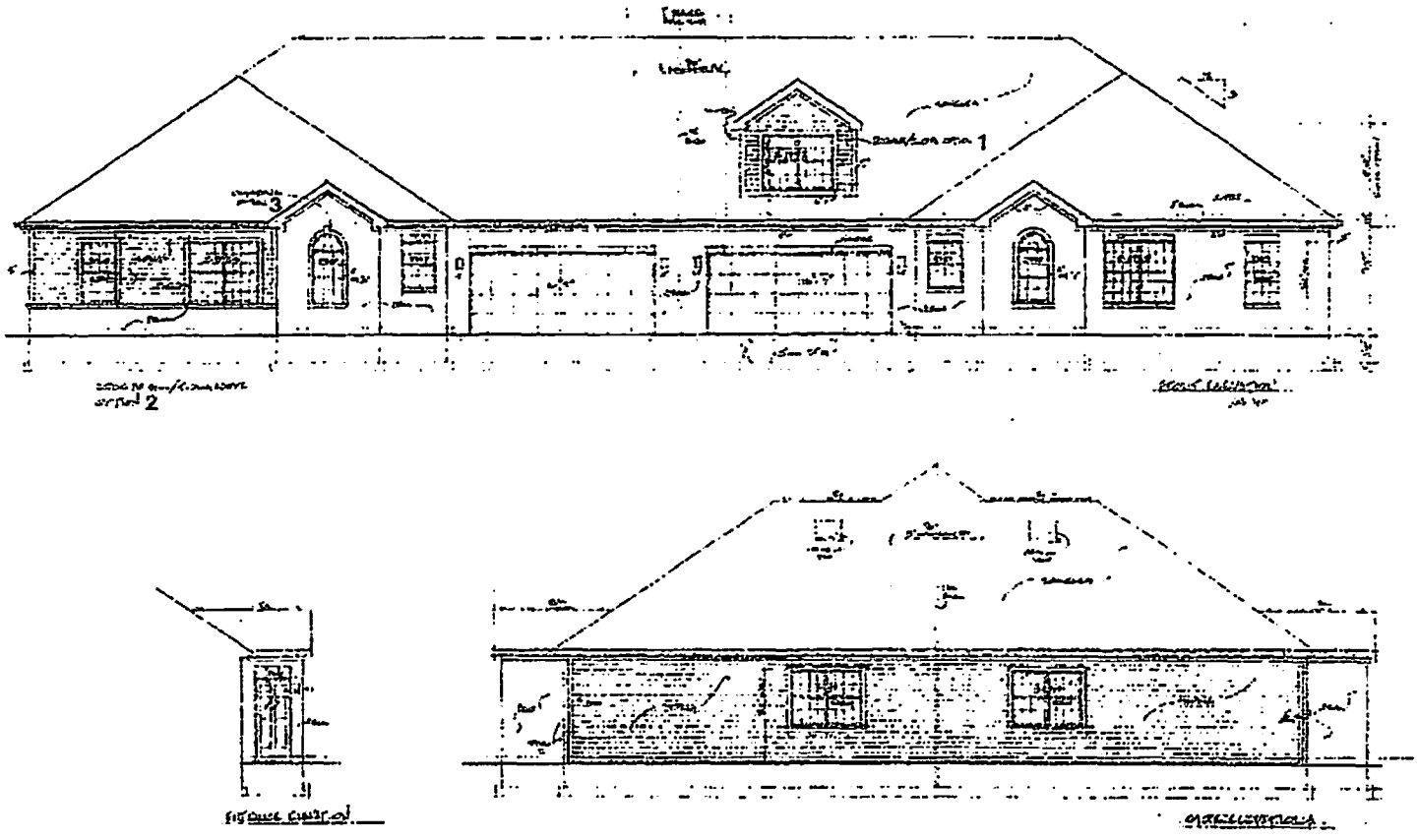


"SECOND FLOOR PLAN / ROOF PLAN"

Shelton Place Development
Connecticut Twp. Pfaff Corporation Co.

wilkins associates / architects

3

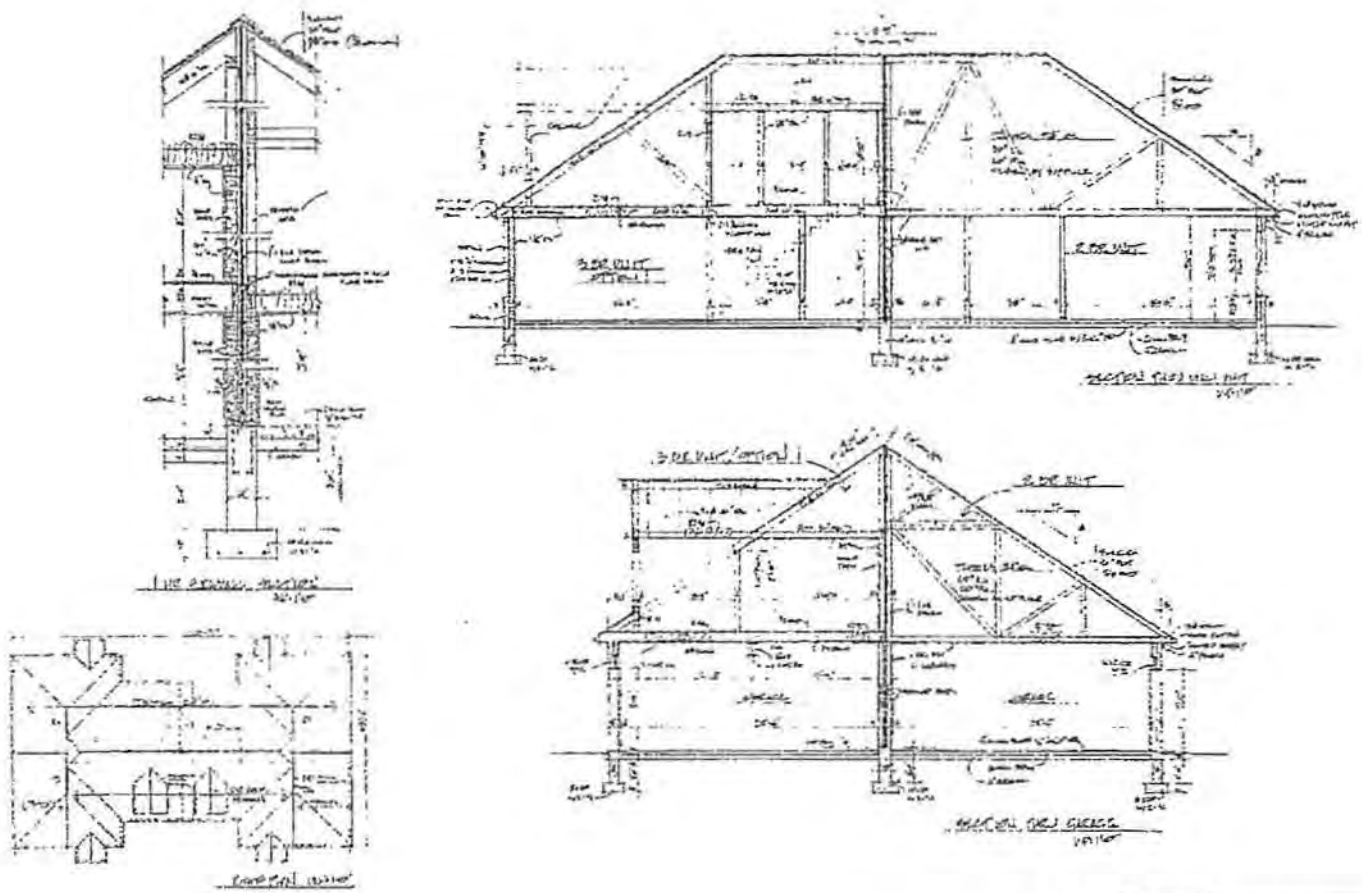


ELEVATIONS

Shelton Place Development
Commonwealth Twp. Pearl Commons Co.

wa wilkins associates / architects

4



SECTIONS / ROOF PLAN

Shelton Place Development
Commonwealth Twp. Pratt Contracting Co.

wilkins associates / architects

5

Mail to: Gigliotti Holdings
11079 Perry Highway Suite 509
Wexford, PA 15090

Instr:201301290001180 01/09/2013
Pages:16 F:$44.50 4:05PM
Michele Mustello T20130000899
Butler County Recorder MLGIGLIOTT

AMENDMENT TO DECLARATION OF CONDOMINIUM SHELTON PLACE AT LESLIE FARMS, a Condominium Part of

LESLIE FARMS—A PLANNED COMMUNITY

This Amendment to Declaration of Condominium is made this 9th day of January, 2013, by LESLIE FARMS, L.P., a Pennsylvania limited partnership, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, pursuant to a certain Declaration of Condominium dated May, 20, 2010, recorded in the Recorder of Deeds Office in and for Butler County, Pennsylvania at Instrument Number 201005240011010 (the "Condominium Declaration"), Declarant submitted to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. § 3101 et seq. (the "Act"), certain real property located in Connoquenessing Borough and Forward Township, Butler County, Pennsylvania as described in the Declaration and show on the Leslie Farms PRD Phase I-Revised Plan recorded in the Recorder of Deeds Office in and for Butler County, Pennsylvania at Plan Book Volume 316, pages 44 to 47 (the "Leslie Farms Plan-Revised"), and created a Condominium known as Shelton Place At Leslie Farms, Condominium (the "Condominium"); and

WHEREAS, pursuant to Article XVI of the Condominium Declaration, Declarant reserved an option to convert into Units, Common Elements, Limited Common Elements, and all of the foregoing, all or any portion of the Additional Real Estate as described in the Condominium Declaration; and

WHEREAS, Declarant now desires to convert Units in that portion of the Additional Real Estate known as Lot No. 151 as shown on the Leslie Farms Plan PRD Phase I- Revised Plan, which Plan is recorded in the Recorder of Deeds Office of Butler County, Pennsylvania at Plan Book Volume 316, pages 44 to 47; and

WHEREAS, pursuant to Article XV of the Condominium Declaration, Declarant has the right to amend the Declaration prior to the transfer of Condominium Declarant control as described in the Condominium Declaration; and

WHEREAS, Declarant desires to make certain amendments to the Declaration.

NOW THEREFORE, intending to be legally bound hereby, Declarant hereby amends the Condominium Declaration as set forth below;

1. All capitalized terms used herein which are not defined herein shall have the meanings specified in Article 1 of the Condominium Declaration.

2. Pursuant to the provisions of Article XVI of the Condominium Declaration and Section 3211 of the Act, Declaration hereby amends the Condominium Declaration to provide that Lot No. 151 as shown on the Leslie Farms Plan PRD Phase I-Revised Plan, which Plan is recorded in the Recorder of Deeds Office Butler County, Pennsylvania at Plan Book Volume 316, pages 44 to 47, shall be converted within the Additional Real Estate and added as Units to the Condominium. Lot No. 151 shall be held, improved, maintained, sold and conveyed subject to the terms, conditions, covenants and restrictions set forth in the Condominium Declaration.

3. Exhibit "B" to the Condominiums Declaration, which Exhibit sets forth Unit designations and undivided interests in common areas, is hereby amended as shown on Exhibit "B" attached hereto. The specific undivided interests of each Unit are shown on Exhibit "B" attached hereto.

4. Attached hereto are the Drawings for the aforesaid Lot No. 151.

5. With the recording of this Amendment, there are now 12 units in the Condominium.

6. Attached is a Certificate of Completion of Unit.

7. Except as specifically amended hereby, the Condominium Declaration, as amended, remains in full force and effect in accordance with its terms.

THIS AMENDMENT TO DECLARATION is being executed by Dominic Gigliotti as Manager of Manor Development Group, LLC, a Pennsylvania limited liability company, which is the general partner of the Declarant, as authorized agent of the Declarant.

Signature Pages to Follow

IN WITNESS WHEREOF the Declarant has executed this Amendment the day and year first written above.

ATTEST:

LESLIE FARMS, L.P., a Pennsylvania Limited partnership

By: Manor Development Group, LLC, a Pennsylvania limited liability Company General Partner

By: _____
Name: Dominic Gigliotti
Title: Managing Partner

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

AND NOW, to-wit, this 9th day of January, 2013, before me, the undersigned officer, a notary public, personally appeared Dominic Gigliotti, an individual, and who, being duly sworn according to law, deposes and says that he is the manager of MANOR DEVELOPMENT GROUP, LLC, a Pennsylvania limited liability company, sole general partner of LESLIE FARMS, L.P., a Pennsylvania limited partnership, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name as such officer of such limited liability company, as general partner of Leslie Farms, LP.

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

_____
Notary Public

My commission expires:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Timothy A. Piper, Notary Public
Pine Twp., Allegheny County
My Commission Expires Dec. 15, 2014
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

JOINDER

Hartford Designs, Inc. d/b/a Noah Homes, a Pennsylvania Corporation, Owner of Lot No. 151 in the Leslie Farms PRD Phase I- Revised, hereby consents to and joins in the recording of this Amendment to Declaration of Condominium for Shelton Place at Leslie Farms, a condominium, and submits Lot No. 151 to the terms and conditions appearing in this Declaration.

ATTEST:

HARTFORD DESIGNS, INC.d/b/a Noah Homes, a Pennsylvania Corporation

BY: _____
Name: John R. Richards, Jr.
Title: President

COMMONWEALTH OF PENNSYLVANIA)
) **SS:**
COUNTY OF ALLEGHENY)

AND NOW, to-wit, this ____ day of January, 2013, before me, the undersigned officer, a notary public, personally appeared John R. Richards, Jr., an individual, and who, being duly sworn according to law, deposes and says that he is the President of HARTFORD DESIGNS, INC., d/b/a Noah Homes, a Pennsylvania corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name as such officer of such corporation.

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

_____
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Timothy A. Piper, Notary Public
Pine Twp., Allegheny County
My Commission Expires Dec. 15, 2014
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

My commission expires:

CERTIFICATE OF RESIDENCE

I, Virginia M Sisco, the Undersigned, do hereby certify that the precise residence of Grantee(s) is 11279 Perry Highway, Wexford PA 15090.

Witness my hand 9th day of January, 2013.

_____

EXHIBIT "B"

UNIT DESIGNATIONS

UNDIVIDED INTERESTS IN COMMON AREA

(to be recalculated upon additional units being brought into Condominium)

Unit	Undivided Interest
101	.0833
102	.0833
103	.0833
104	.0833
105	.0833
106	.0833
107	.0833
108	.0833
110	.0833
112	.0833
114	.0833
116	.0833

CERTIFICATE OF COMPLETION OF UNIT

NAME OF CONDOMINIUM:	Shelton Place At Leslie Farms, a Condominium
LOCATION OF CONDOMINIUM:	Connoquenessing Borough, Butler County, Pennsylvania
DECLARANT:	Leslie Farms, L.P.
OWNER/BUILDER:	Hartford Designs, Inc. d/b/a Noah Homes
UNIT NO:	UNIT NO. 151

The undersigned, Hartford Designs, Inc. d/b/a Noah Homes, builder hereby certifies, pursuant to Section 3414 of the Pennsylvania Uniform Condominium Act that:

a. All structural components and mechanical systems of the structure containing the above Unit are substantially completed to the extent required by the Declaration of Condominium, so as to permit the use of such Unit (and any appurtenant limited common elements) for their intended use; and

b. The above Unit is substantially completed in accordance with the description set forth in the Declaration of Condominium.

Print Name: John R. Richards, Jr

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF BUTLER)

On this the 9th day of January, 2013, before a notary public the undersigned officer, personally appeared John R. Richards Jr. known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

Title of Officer

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Timothy A. Piper, Notary Public
Pine Twp., Allegheny County
My Commission Expires Dec. 15, 2014
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

SHEET INDEX

GENERAL NOTES

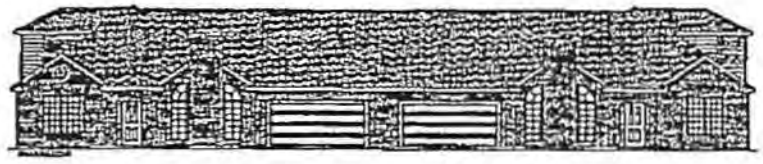
CODE INFORMATION

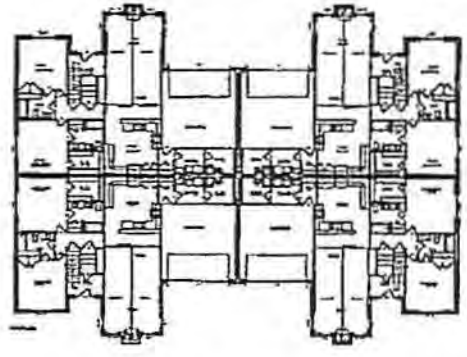
ARCHITECTUAL ABBREVIATIONS LEGEND

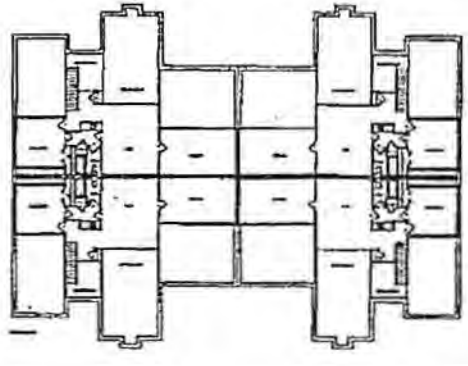
ABBREV.	DESCRIPTION	ABBREV.	DESCRIPTION

CAMBRIDGE QUAD.(TWO-STORY)

2490 SQFT. PER UNIT







CARTER

COVER PAGE

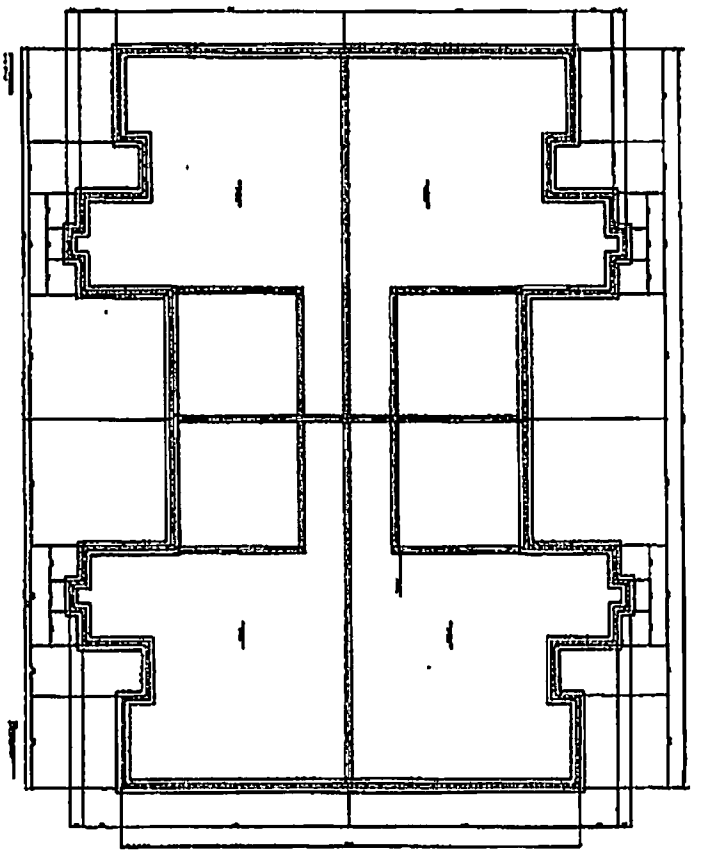
CAMBRIDGE QUAD
TWO-STORY

1

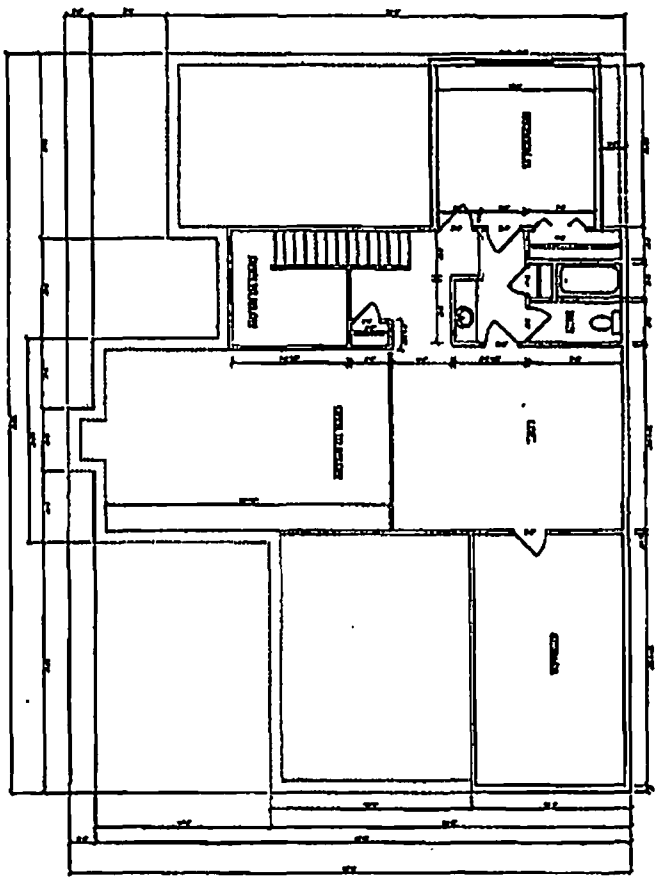
CAMBRIDGE QUAD
TWO-STORY

ELEVATIONS

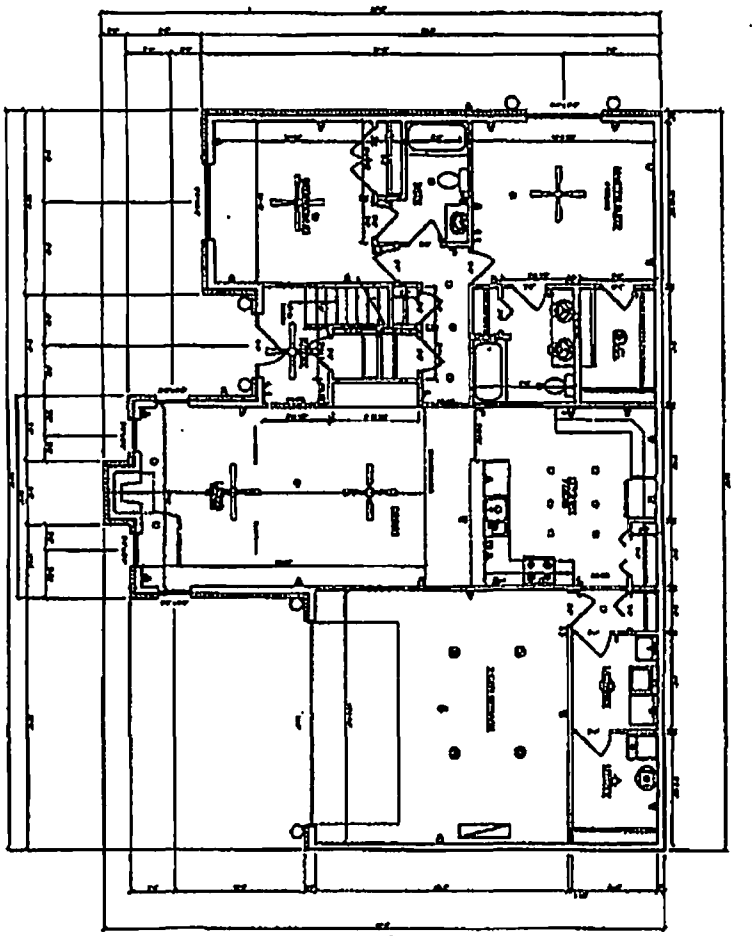
CARTER



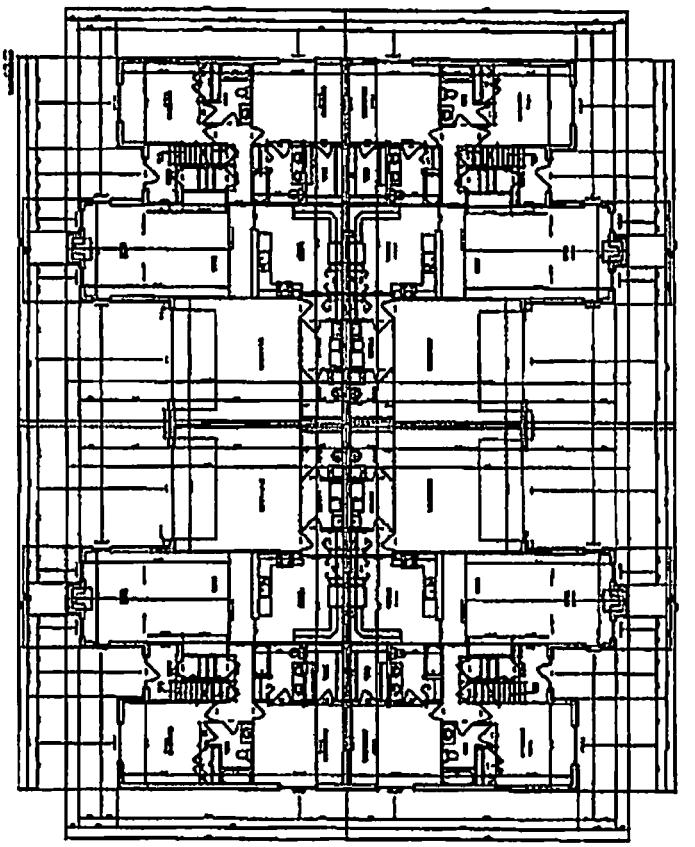
3	CAMBRIDGE QUAD TWO-STORY	SLAB				CARTER Lumber



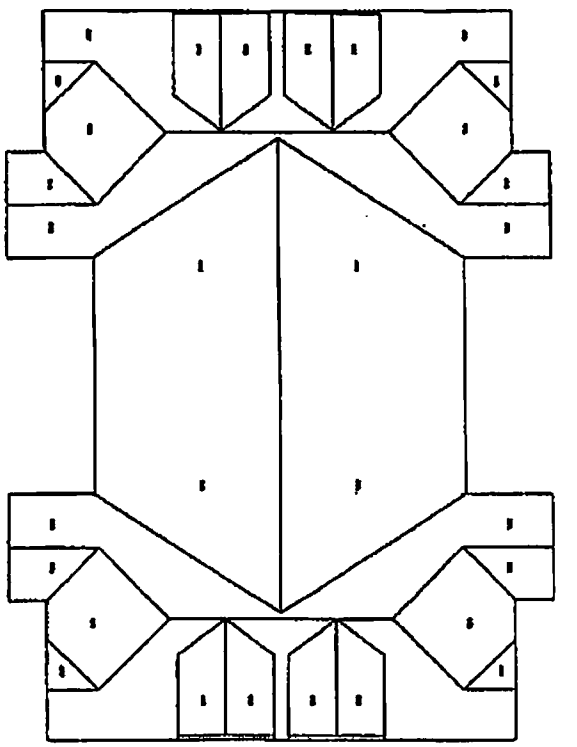
6 OF 14	CAMBRIDGE QUAD TWO-STORY	SECOND FLOOR/ SINGLE UNIT			CARTER



3	CAMBRIDGE QUAD TWO-STORY	MAIN FLOOR/ ELECTRICAL PLAN			CARTER Lumber



	CAMBRIDGE QUAD TWO-STORY	MAIN FLOOR/ FULL LAYOUT					CARTER Homes



13 OF 14	CAMBRIDGE QUAD TWO-STORY	ROOF LAYOUT					CARTER Lumber

Recorded_____ _____Number

AMENDMENT TO
DECLARATION OF CONDOMINIUM for SHELTON PLACE AT LESLIE FARMS,
A condominium part of

LESLIE FARMS—A Planned community

By:

LESLIE FARMS, L.P.
a Pennsylvania limited partnership

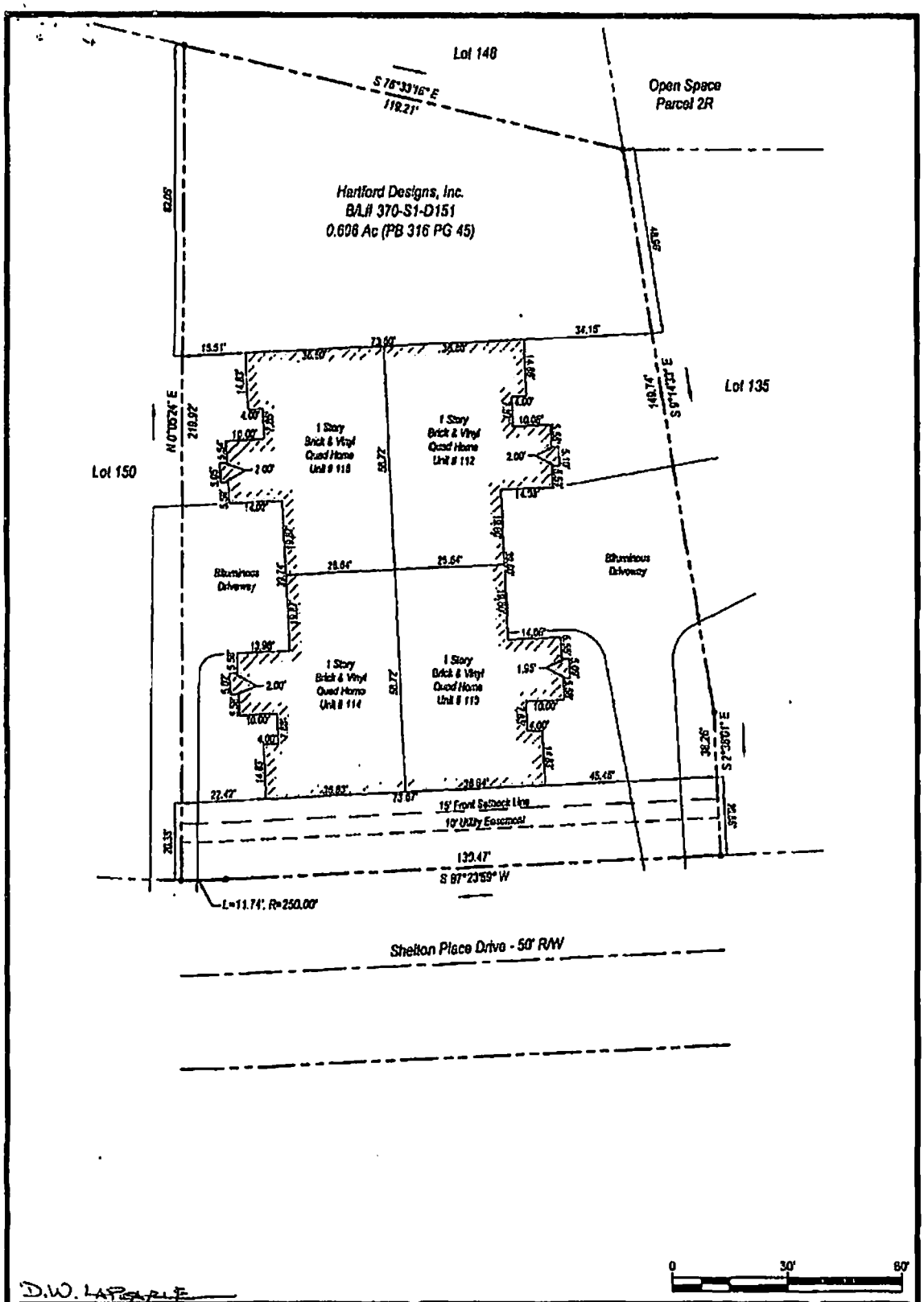
MAIL TO:
Gigliotti Holdings, LP
11279 Perry Highway, Suite 509
Wexford, PA 15090

Commonwealth of Pennsylvania)
) SS:
County of Butler)

Recorded on this ____ day of _____, 2013, in the Recorder of Deeds Office of the said County, in Deed Book Vol. _____, page _____.

Given under my hand and the seal of the said office the day and year aforesaid.

_____
Recorder



D.W. LAPEARLE

PREPARED FOR

Nash Homes
228 Columbia Drive
Pittsburgh, PA 15236

PVE Sheffler

PLAN REVISIONS	
DATE	DESCRIPTION
01.08.13	REVISED BUILDING / DRAINWAY

811 Know what's below. Call before you dig.

LOT 151
LESLIE FARMS PRD PHASE 1-REVISED

FOUNDATION AS-BUILT PLAN

Conoquenessing Borough, Butler County, PA

SCALE:	1" = 30'
DATE:	12.08.13
PROJECT NO.	12C2M
SHEET NUMBER	AB1