

**MASTER DECLARATION OF COVENANTS,
CONDITIONS, RESERVATIONS AND RESTRICTIONS
FOR CHESTNUT GROVE PLANNED COMMUNITY**

THIS DECLARATION is made the 21st day of July, 2005, by **E & E CHESTNUT DEVELOPERS LLC**, a Pennsylvania limited liability company, as the owner in fee simple of the real estate herein described.

WITNESSETH

**ARTICLE I
PROPERTY DESCRIPTION AND SUBMISSION**

1.1 Property Ownership and Description. E & E Chestnut Developers LLC ("Declarant") is the owner of certain real property situate in Franklin Township, Butler County, Pennsylvania. The description of the property is attached hereto as Exhibit "1.1" and is incorporated herein.

1.2 Submission. Declarant hereby submits the property described in Section 1.1 above to the following covenants, conditions, reservations and restrictions.

**ARTICLE II
DEFINED TERMS**

2.1 Terms Defined. All capitalized terms used herein shall have ascribed to them the following meanings, unless otherwise defined herein.

(a) "Act" means the Pennsylvania Uniform Planned Community Act (68 Pa.C.S.A. § 5101 et. seq.).

(b) "Association" means the Chestnut Grove Master Owners Association, a Pennsylvania non-profit corporation.

(c) "Board of Directors" means the Board of Directors of the Association.

(d) "By-laws" mean the By-laws of the Association.

(e) "Common Expenses" mean expenditures made by or financial liabilities of the Association, together with any allocations to reserves.

(f) "Common Facilities and Common Spaces" means the sewage treatment plant, sewage collection system, easements, right of way or any property conveyed to the Association for the plant and collection system.

(g) "Declarant" means the Declarant described in Section 1.1 above and all successors to any of Declarant's rights.

(h) "Declaration" means this document, as the same may be amended from time to time.

(i) "DEP" shall mean the Commonwealth of Pennsylvania, Department of Environmental Protection.

(j) "Easement" shall mean the easements and rights of way for the sanitary sewage collection system shown on Cornerstone Family Services Subdivision and recorded at Plan Book 269, Pages 37-39 in the Recorder's Office of Butler County and all easements and rights of way for the sanitary sewage collection system shown on all future subdivision plans or condominium plats.

(k) "Plat(s)" or "Plan" means the plans recorded, or to be recorded, subdividing the real estate and made a part hereof, as the same may be amended from time to time including any Plat or Plan for the Condominium.

(l) "Real Estate" means the real estate described in Exhibit "1.1".

(m) "Lot" means a lot as described in the plats or plans.

(n) "Owner" means the owner in fee simple of any Lot or Unit, but shall not include the Declarant or any person or persons purchasing a Lot or Unit under contract (until such contract is fully performed and legal title conveyed of record).

(o) "Unit" shall mean any Unit created in a condominium.

ARTICLE III

DURATION OF COVENANTS, RESTRICTIONS,

RESERVATIONS AND SERVITUDES

3.1 Duration. These Covenants shall continue in effect until December 31, 2023, and thereafter automatically renew for additional terms of ten (10) years until such time as public sewage is available to the Real Estate and the Sewage Treatment Plant is transferred to the utility providing public sewage service or is taken out of service.

ARTICLE IV

COMMON FACILITIES AND COMMON SPACES

4.1 Sewage Treatment Plant Parcel. Declarant shall convey to the Association the Parcel described on Exhibit 4.1 ("STP Parcel") for the construction, operation and maintenance of the Sewage Treatment Plant together with the right to access the Sewage Treatment Plant. Prior to conveyance of the STP Parcel to the Association, Declarant shall design permit and construct a 40,000-gallon per day Sewage Treatment Plant. Upon completion of construction of the Sewage

Treatment Plant, pump station and the sewage collection system ("Sewage Facilities"), ownership of the Sewage Facilities will be transferred to the Association. The Sewage Facilities will become Common Facilities.

4.2 Siphon Systems. The Declarant shall construct a 40,000-gallon per day siphon system in accordance with the permit granted to Declarant by the Commonwealth of Pennsylvania Department of Environmental Protection. Declarant shall thereafter convey to the Association the siphon system and it will become part of the Common Facilities. The conveyance of the STP Parcel is under and subject to the Covenants and Restrictions set forth on Exhibit 4.1.

4.3 Maintenance and Responsibility. The Association shall be responsible for maintaining the Common Facilities and Common Space, including but not limited to the maintenance, repair, reconstruction or replacement of any of the Common Facilities. The Association shall be responsible for all costs associated with liability insurance and pay all local taxes on any Common Facilities and Common Spaces.

4.4 Sewage System. The Association shall operate, maintain, repair and replace the sewage system at all times and shall keep it operating in compliance with all applicable laws, ordinances and regulations. In the event that the Real Estate becomes serviced by a public sewage system, the Association is authorized to:

- (a) convey the system to the Township or sewer authority;
- (b) authorize tap-ins to the public sewage system;
- (c) execute all necessary deeds, easements and/or bills of sale; and/or
- (d) sell whatever parts of the system are no longer needed and give bills of sale therefore.

4.5 Sewage Treatment Facilities.

(a) In connection with the development of the Lots and Units, Declarant will install the Sewage Treatment Facilities, including a sewage treatment plant, siphon system and collector system, which sewage treatment facilities shall service all properties made subject to this Declaration. At such time as Declarant transfers title to such facilities to the Association, which transfer the Association is required by these covenants to accept, the Association will become responsible for and is hereby bound to assume all obligations of operation, repair and maintenance of such facilities in accordance with applicable laws and regulations. The aforesaid obligations of the Association shall only terminate upon acceptance of the Sewage Treatment Facilities by an appropriate authority or authorities, governmental entity or an entity under the jurisdiction of the Public Utility Commission or public sanitary sewage service becoming available to serve the Real Estate. The Association has the obligation to operate, repair, replace and maintain the Sewage Treatment Facilities.

4.6 Rules and Regulations. The Association shall have the right to promulgate rules and regulations governing the use and operation of the Common Facilities, including the sewage facilities, and to set fees for the use of those facilities.

ARTICLE V

MASTER ASSOCIATION

5.1 Membership. For the purpose of ownership and maintenance of open spaces and all common community services of every kind and nature required or desired within the real estate for the general use and benefit of all Owners, each and every Owner in accepting a deed or contract for any Lot or Unit in the real estate, agrees to and shall be a member of and be subject to the obligations and duly enacted by-laws of the Association, a non-profit corporation.

5.2 Succession. Upon the sale by Declarant of all of the lots provided in the plats embracing all of the real estate, including the Additional Real Estate, the Association shall succeed to the position of the Declarant with respect to the provisions of these covenants, conditions, reservations and restrictions, and the term "Declarant" herein shall then mean the "Association".

5.3 Powers of the Association. In addition to the powers set forth hereinabove, the Association shall have the following additional powers:

(a) Delegation of Authority. To appoint committees of the Board of Directors (which need consist of only one member of the Board of Directors) and to delegate to such committees the Board of Directors' authority to carry out certain duties of the Board of Directors, subject to the approval and control of the Board of Directors.

(b) Contracting for Services. To engage the services of any persons (including but not limited to accountants and attorneys) deemed necessary by the Association at such compensation as is deemed reasonable by the Board of Directors, in the operation, repair, maintenance and management of the Common Facilities, or in connection with any duty, responsibility or right of the Association and to remove, at any time, any such personnel.

(c) Sewage Facilities. To own, operate and maintain the Sewage Treatment Plant, Siphon System and Sewage Collection System, including the power to fix rates for use of those facilities.

5.4 Allocation of Interest. The allocation of votes and percentage of common expense shall be in the following manner:

(a) Voting. Each Unit or Lot created shall have one (1) vote. For any part of the Real Estate that has not been developed into Units, subdivided into Lots or is Common Facilities or Common Spaces, the Owner shall have one (1) vote of each one-half (1/2) acre of land

(b) Common Expenses. Each Lot or Unit developed for use as a residence shall be considered as one (1) Equivalent Dwelling Unit ("EDU"). For each lot or Unit or Unit developed for a use other than a residence, the number of EDU's for the Unit or Lot shall be determined by dividing the gallons of water actually consumed for a twelve month period divided by 73,000 gallons. (Metered water for 12 months divided by 73,000 = # of EDU's). The number of EDU's shall be calculated on an annual basis. For the first year, the number of EDU's shall be

estimated by Declarant. The percentage of Common Expenses shall be the total number of EDU's for the Real Estate divided by the number of EDU's assigned to the Lot or Unit.

ARTICLE VI

BUDGETS; COMMON EXPENSES, ASSESSMENTS AND ENFORCEMENT

6.1 Monthly Assessments. All Common Expense assessments made in order to meet the requirements of the Association's annual budget shall be deemed to be adopted and assessed on a monthly basis (rather than on an annual basis payable in monthly installments) and shall be due and payable in advance on the first day of each month. Special assessments shall be due and payable in one or more quarterly payments, in advance, on the first day of each quarter, as determined by the Board of Directors.

6.2 Subordination of Certain Charges. Any fees, charges, late charges, fines and interest, which may be levied by the Association, shall be subordinate to the lien of a prior recorded mortgage on a Lot or Unit.

6.3 Limitation on Expenditures. All expenses, charges and costs of the maintenance, repair or replacement of the Common Facilities, and any other expenses, charges or costs which the Association may incur or expend pursuant hereto, shall be approved by the Board of Directors, and a written memorandum thereof prepared and signed by the treasurer of the Association. There shall be no structural alterations, capital additions to, or capital improvements on, the Common Facilities (other than for purposes of repairing, replacing and restoring portions of the Common Facilities and capital improvements required to meet any governmental requirements) requiring an expenditure in excess of Ten Thousand (\$10,000.00) Dollars without the prior approval of the Owners entitled to cast two-thirds (2/3) of the votes of all Owners.

6.4 Reserve. Each annual budget for monthly assessments of Common Expenses shall include an amount reasonably considered by the Board of Directors to be sufficient as a reserve for replacements and contingencies. Extraordinary expenditures not originally included in the annual budget, which may become necessary during the year may be charged first against such reserve, as the Board of Directors shall determine. In addition, the Association shall have the right to segregate all or any portion of the reserve for any specific replacement or contingency upon such conditions as the Board of Directors deems appropriate.

6.5 Accounting. On or before the first day of May of each calendar year commencing in 2005, the Association shall supply to all Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid together with a tabulation of the amounts collected pursuant to the annual budget or monthly assessments and leases and sales of property owned or managed by the Association on behalf of the Association, and showing the net excess or deficit of income over expenditures plus reserves.

6.6 Further Assessments. If any annual budget proves inadequate for any reason, including non-payment of any Owner's monthly assessments, or any non-recurring Common Expense or any Common Expense not set forth in the annual budget as adopted, the Board of Directors may at any time levy further monthly assessments according to each Owner's membership in the Association. Such further monthly assessments shall be payable over such

period of time as the Board of Directors may determine. The Board of Directors shall serve notice of such further assessments on all Owners by a statement in writing giving the amount and reasons therefore, and such further monthly assessments shall become effective as determined by the Board of Directors.

6.7 Surplus. Any amounts accumulated from assessments for Common Expenses and income from the operation of the common spaces to which such Common Expenses pertain in excess of the amount required for actual Common Expenses and reserves for future Common Expenses shall be credited to each Owner paying a share of such Common Expenses in proportion to the share of such Common Expenses paid by each such Owner, said credits to be applied to the next assessments of Common Expenses due from said Owners under the current fiscal year's budget, and thereafter, until exhausted.

6.8 Acceleration. If a Owner is in default in the payment of the aforesaid charges or monthly assessments for sixty (60) days, the Board of Directors may, in addition to all other remedies in this declaration contained, accelerate all other monthly assessments to become due for the fiscal year in which such default occurs.

6.9 Interest and Charges. All sums assessed by the Association against any Owner as a regular or special assessment shall bear interest thereon at the then maximum legal rate (but not more than fifteen (15%) percent per annum) from the thirtieth day following default in payment of any monthly assessment when due. Any delinquent Owner shall also be obligated to pay (i) all expenses of the Association, including reasonable attorney's fees, incurred in the collection of the delinquent assessments by legal proceedings or otherwise; (ii) any amounts paid by the Association for taxes or on account of superior liens or otherwise to protect its liens, which expenses and amounts together with accrued interest, shall be deemed to constitute part of the delinquent assessments and shall be collectible as such, subject to Section 8.2 above.

6.10 Implementation. The Association shall adopt in its By-laws such additional or other procedures and requirements as it deems necessary and desirable to implement the provisions of this Article VI, and to otherwise provide for the efficient fiscal operation and management of the open spaces.

6.11 Assessments Pro Rata. The Association in imposing any assessments under this Article VI, shall impose such assessments pro rata based on the number of EDU's assigned to the Lot or Unit.

ARTICLE VII **DECLARANT'S RIGHTS**

7.1 Control.

(a) Until the sixtieth day after conveyance of twenty-five (25%) percent of the lots to lot owners other than Declarant, Declarant shall have the right to appoint and remove any and all officers and members of the Board of Directors. Declarant may not unilaterally remove any members of the Board of Directors elected by lot owners other than Declarant.

(b) No later than sixty days after conveyance of twenty-five (25%) of the lots to lot owners other than Declarant, one of the three members of the Board of Directors shall be elected by lot owners other than Declarant.

(c) No later than the earlier of (i) seven years after the date of the recording of this declaration; (ii) sixty days after seventy-five (75%) percent of the lots which may be constructed on the property and the additional real estate have been conveyed to lot owners other than Declarant, (iii) two (2) years after Declarant ceases to offer units for sale in the ordinary course of business or (iv) two (2) years after Declarant last exercised any development right to add new units, all Declarant-appointed members of the Board of Directors shall resign, and the lot owners (including Declarant to the extent of lots owned by Declarant) shall elect a new five-member Board of Directors, and the By-laws of the Association shall be amended to increase the number of members of the Board of Directors from three to five.

7.2 Amendment. The Declarant shall have the right to amend this Declaration at any time to add the Additional Real Estate to lots or common facilities without consent of any lot owner. In addition, Declarant shall have the right to amend the Plats and Plans under § 5210 (e) and (f) of the Act for any purpose without the consent of other lot owners until 75% of the lots have been conveyed.

7.3 Reservations, Declarant's Rights. Declarant reserves the following rights and combination of rights:

- (a) To add real estate to the Planned Community.
- (b) To create Units or Lots and Common Facilities within the Planned Community including, but not limited to, all Additional Real Estate.
- (c) To subdivide Units or Lots, to convert Units or Lots into Common Facilities, Limited Common Facilities or Controlled Facilities or Limited Controlled Facilities.
- (d) To withdraw real estate from the Planned Community.

7.4 Reservations, Special Declarant Rights. Declarant reserves the following Special Declarant Rights to:

- (a) Complete improvements indicated on plats and plans under Section 5210 of the Act.
- (b) Add Additional Real Estate under Section 5211 of the Act.
- (c) Withdraw Withdrawable Real Estate under Section 5212 of the Act.
- (d) Convert a Unit or Lot into two or more Units or Lots, Common Facilities or Controlled Facilities or into two or more Units and Common Facilities or Controlled Facilities.
- (e) Maintain offices, signs and models under Section 5217 of the Act.

(f) Use temporary easements through the Common Elements for the Purpose of making improvements with the Planned Community or within any Additional Real Estate under Section 5218 of the Act.

(g) Appoint or remove an officer of the Association or an Executive Board member during any period of Declarant Control under Section 5303 of the Act.

(h) To add the owner or owners of the Additional Real Estate as co-declarants or successor declarants.

7.5 Reservation to Add Additional Real Estate. Declarant hereby explicitly reserves an option until the seventh (7th) anniversary of the recording of this Declaration, to add Additional Real Estate to the Planned Community from time to time in compliance with Section 5211 of the Act, without the consent of any Unit Owner or holder of a mortgage on a Unit. This option to expand may be terminated prior to such anniversary only upon the filing by Declarant of an amendment to this Declaration. Declarant expressly reserves the right to add any or all portions of the Additional Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be added, converted or withdrawn; provided, however, that the Additional Real Estate shall not exceed the area described as such on Exhibit "7.5" hereto and shall be subject to all necessary approvals and permitting from the appropriate governmental bodies. There are no other limitations on this option to add Additional real Estate to the Planned Community.

7.6 Assurance. The maximum number of Units that may be created within the Additional Real Estate has not been determined. There are no current plans for the use of the Additional Real Estate. It may be used for residential, commercial or any other lawful purpose. At such time as the Planned Community is expanded, the maximum number of Units per acre on the Additional Real Estate an aggregate will be no more than the maximum density permitted under the Franklin Township Zoning Ordinance. Declarant makes no assurance (i) of the compatibility of construction with the Real Estate in regards to quality, materials, or architectural style, or (ii) that the use of the Additional Real Estate will be of the same nature as the Real Estate, or (iii) as to location of buildings or Units or other improvements and Limited common Element within the Additional Real Estate or the extent thereof, or (iv) that any Limited Common Elements created within any Additional Real Estate will be of the same general types and sizes as those within other parts of the Planned Community, or (v) that the proportion of Limited Common Elements to Units created within any Additional Real Estate will be approximately equal to the proportions existing within other parts of the Planned Community. Declarant expressly reserves the right to designate Limited Common Elements in the Additional Real Estate and to make improvements. Declarant makes no assurances as to such improvements or Limited Common Elements or proportion of Limited Common Elements to Units. If Units or Lots are created in the Additional Real Estate, each Unit or Lot Owner shall be a member of the Association, each new Unit or Lot shall have one vote in the Association and each Unit or Lot shall have Common Expense Liability in accordance with Section 5.3 for General Common Expenses (and each Unit shall have liability for Special Allocations under Section 5314 of the Act and Section 4.1(c) and Special Assessments under Section 6.4. The percentage of Common Expense Liability of each Unit shall be determined in accordance with Section 5.3. No assurance given herein shall apply to any portion of the Additional Real Estate not added to or withdrawn from the Planned Community.

7.7 Reservations to Withdraw Real Estate. Declarant hereby explicitly reserves an option, until the seventh (7th) anniversary of the recording of this Declaration, to withdraw Withdrawable Real Estate from the Planned Community from time to time in compliance with Section 5212 of the Act, without the consent of any Owner or holder of a mortgage on any Unit. This option to withdraw may be terminated prior to such anniversary only upon the filing of an amendment to this Declaration by the Declarant. Declarant expressly reserves the right to withdraw any or all portions of the Withdrawable Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be withdrawn, added or converted, except as set forth in Section 5212 of the Act; provided, however, that the Withdrawable Real Estate shall not exceed the area described as such on Exhibit "7.7" hereto and shall be subject to all necessary approvals and permitting from the appropriate governmental bodies. There are no other limitations on this option to withdraw the Withdrawable Real Estate. If real estate containing Units is withdrawn from the Planned Community, membership in the Association will be decreased by the number of Units or Lots withdrawn. The number of votes in the Association will be decreased by one vote for each Unit or Lot in the withdrawn real estate. Each remaining Unit or Lot shall have one vote in the Association and each remaining Unit or Lot in accordance with Section 5.5 shall have Common Expense Liability with all other remaining Units or Lots for General Common Expenses (and each Unit or Lot shall have the liability for Special Allocations under Section 5314 of the Act and Section 4.1(c) and Special Assessments under Section 6.4). In the event that Declarant withdraws any portion of the Withdrawable Real Estate, Declarant shall nevertheless have the right to construct all or any portion of any building on such real estate and operate the same without restriction. No assurance given herein shall apply to any portion of the Withdrawable Real Estate withdrawn from the Planned Community.

ARTICLE VIII

EFFECT AND ENFORCEMENT

8.1 Reservations and Restrictions to Run with Land. All of the covenants, conditions, restrictions, reservations and servitudes set forth herein shall run with the land and each Owner, by accepting a deed to any Lot, accepts the same subject to such covenants, restrictions, reservations, and servitudes and agrees for himself, his heirs, administrators, and assigns to be bound by each of such covenants, conditions, restrictions, reservations and servitudes jointly, separately and severally.

8.2 Remedies for Violations. For a violation or a breach of any of these covenants, conditions, reservations and restrictions by any person claiming by, through, or under the Declarant, or by virtue of any judicial proceedings, the Declarant and the Owners, or any of them severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing right, the Declarant shall have the right, whenever there shall have been built on any Lot any structure which is in violation of these restrictions, to enter upon the Lot where such violation of these covenants, conditions, reservations and restrictions exists and summarily abate or remove the same at the expense of the Owner, and any such entry and abatement or removal shall not be deemed a trespass.

(a) Should the Declarant or any Owner employ counsel to enforce any of the foregoing covenants, conditions, reservations or restrictions, or reentry, by reason of such breach,

all costs incurred in such enforcement, including a reasonable fee for counsel, shall be paid by the Owner and the reversionary owner shall have a lien upon such lot or lots to secure payment of all such accounts.

(b) Should the owner fail, neglect or refuse to satisfy and discharge any lien arising hereunder within thirty days, the Declarant or Owner in whose favor said lien has arisen, their respective heirs, successors and assigns shall have the right to interest on such liens at the rate of fifteen (15%) percent per annum and shall be entitled to receive all costs of collection, including a reasonable attorney's fee.

(c) The breach of any of the foregoing covenants, conditions, reservations or restrictions shall not defeat or render invalid the lien of any mortgage made in good faith for value as to any lot or lots or portions of lots, but these covenants, conditions, reservations and restrictions shall be binding upon and effective against any such mortgagee or owner thereof, whose title thereto or whose grantor's title is or was acquired by foreclosure or otherwise.

(d) No delay or omission on the part of the Declarant or the Owners in the real estate in exercising any rights, power or remedy herein provided, in the event of any breach of the covenants, conditions, reservations or restrictions herein contained shall be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Declarant for or on account of its failure to bring any action on account of any breach of these covenants, conditions, reservations or restrictions, or for imposing restrictions herein which may be unenforceable by the Declarant.

8.3 Severability. Each and every of the covenants, restrictions, reservations and servitudes contained herein shall be considered to be an independent and separate covenant and agreement and in the event any one or more of the foregoing covenants, conditions, reservations or restrictions shall be declared for any reason, by a court of competent jurisdiction, to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate or nullify any of the covenants, conditions, reservations and restrictions not so declared to be void, but all of the remaining covenants, conditions, reservations and restrictions not so expressly held to be void shall continue unimpaired and in full force and effect.

8.4 Rule Against Perpetuities. In the event the provisions hereunder are declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then in that event such terms shall be reduced to a period of time which shall not violate the rule against perpetuities as set forth in the laws of the Commonwealth of Pennsylvania.

8.5 Public Rights. The real estate shall be subject to any and all rights and privileges which the Township of Franklin or the County of Butler, Pennsylvania, may have acquired through dedication or the filing or recording of maps or plats of such premises, as authorized by law, and provided further that no covenants, conditions, reservations or restrictions or acts performed shall be in conflict with any Township or County zoning ordinance or law.

**ARTICLE IX
AMENDMENTS**

9.1 Amendments. Subject to the Declarant's rights under Section 7.2, this Declaration may be amended at any time after the date hereof by a vote of at least two-thirds (2/3) of all Owners at a meeting of all Owners after written notice of the meeting is given to all Owners. The Amended Declaration shall be signed by the President of the Association recorded at the Recorder of Deeds Office of Butler County and indexed against all record owners.

IN WITNESS WHEREOF, E & E Chestnut Developers LLC has caused its name to be signed to these presents on the day and year first above written.

WITNESS:

E & E CHESTNUT DEVELOPERS LLC, a
Pennsylvania limited liability company

Mary Ann Pasacotta

By: Edward J. Edzel

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: S.S.
COUNTY OF Butler :

On this 21st day of July, A.D., 2005, before me, a Notary Public, the undersigned officer, personally appeared EDWARD J. EDZEL, who acknowledged himself to be the PRESIDENT of **E & E CHESTNUT DEVELOPERS LLC**, a limited liability company, and that he as such PRESIDENT, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Linda A. Cunningham
Notary Public
My Commission Expires:

Mail to:
Donald P. Graham
501 Smith St #3
Cranberry Twp PA 16066

Notarial Seal
Linda A. Cunningham, Notary Public
City of Butler, Butler County
My Commission Expires Aug. 26, 2006



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

Michelle M. Mustello
Michelle M. Mustello - Recorder of Deeds

EXHIBITS

EXHIBIT "1.1"	Legal Description
EXHIBIT "4.1"	Sewage Treatment Plant Parcel
EXHIBIT "7.5"	Additional Real Estate
EXHIBIT "7.7"	Withdrawable Real Estate

EXHIBIT "1.1"

Legal Description

EXHIBIT 1.1

Legal Description

ALL THAT CERTAIN tract of land situate in Franklin Township, Butler County, Pennsylvania, bounded and described as follows:

BEING Lot No. 3 in the Cornerstone Family Services Subdivision Plan recorded in the Recorder of Deeds Office of Butler County at Plan Book Volume 269, Pages 37-39 and being Lot #3 in the E & E Chestnut Developers, LLC Revised Subdivision recorded in the Recorder of Deeds Office of Butler County at Plan Book Volume 281, Page 17.

EXHIBIT "4.1"

Sewage Treatment Plant Parcel

EXHIBIT 4.1

ALL THAT CERTAIN tract of land situate in Franklin Township, Butler County, Pennsylvania, bounded and described as follows:

BEING Lot No. 2 in the Cornerstone Family Services Subdivision Plan recorded in the Recorder of Deeds Office of Butler County at Plan Book Volume 269, Pages 37-39.

EXHIBIT "7.5"

Additional Real Estate

EXHIBIT 7.5

Additional Real Estate

Parcel One

ALL THAT CERTAIN tract of land situate in Franklin Township, Butler County, Pennsylvania, bounded and described as follows:

BEING Lot No. 1 in the Cornerstone Family Services Subdivision Plan recorded in the Recorder of Deeds Office of Butler County at Plan Book Volume 269, Pages 37-39.

Parcel Two

ALL THAT CERTAIN tract of land situate in Franklin Township, Butler County, Pennsylvania, bounded and described as follows:

BEING Lot No. 6 in the Cornerstone Family Services Subdivision Plan recorded in the Recorder of Deeds Office of Butler County at Plan Book Volume 269, Pages 37-39.

Parcel Three

ALL THAT CERTAIN tract of land situate in Franklin Township, Butler County, Pennsylvania, bounded and described as follows:

BEING Lot No. 1 in the Property Subdivision For Robert E. Cashdollar, Sr. recorded in the Recorder of Deeds Office of Butler County at Plan Book Volume 115, Page 4 (Tax Map Parcel 3F80-28).

Parcel Four

ALL THAT CERTAIN tract of land situate in Franklin Township, Butler County, Pennsylvania, bounded and described as follows:

BEING Lot No. 2 in the Property Subdivision For Robert E. Cashdollar, Sr. recorded in the Recorder of Deeds Office of Butler County at Plan Book Volume 115, Page 4 (Tax Map Parcel 3F80-28B2).

Parcel Five

ALL THAT CERTAIN tract of land situate in Franklin Township, Butler County, Pennsylvania, bounded and described as follows:

BEING Lot No. 3 in the Property Subdivision For Robert E. Cashdollar, Sr. recorded in the Recorder of Deeds Office of Butler County at Plan Book Volume 115, Page 4 (Tax Map Parcel 3F80-28B3).

Parcel Six

ALL THAT CERTAIN tract of land situate in Franklin Township, Butler County, Pennsylvania, bounded and described as follows:

BEING Lot No. 4 in the Property Subdivision For Robert E. Cashdollar, Sr. recorded in the Recorder of Deeds Office of Butler County at Plan Book Volume 115, Page 4 (Tax Map Parcel 3F80-28B4).

Parcel Seven

ALL THAT CERTAIN tract of land situate in Franklin Township, Butler County, Pennsylvania, bounded and described as follows:

BEING Lot No. 4 in the Cornerstone Family Services Subdivision Plan recorded in the Recorder of Deeds Office of Butler County at Plan Book Volume 269, Pages 37-39 and being Lot #4 in the E & E Chestnut Developers, LLC Revised Subdivision recorded in the Recorder of Deeds Office of Butler County at Plan Book Volume 281, Page 17.

Parcel Eight

ALL THAT CERTAIN tract of land situate in Franklin Township, Butler County, Pennsylvania, bounded and described as follows:

BEING Lot No. 5 in the Cornerstone Family Services Subdivision Plan recorded in the Recorder of Deeds Office of Butler County at Plan Book Volume 269, Pages 37-39 and being Lot #5 in the E & E Chestnut Developers, LLC Revised Subdivision recorded in the Recorder of Deeds Office of Butler County at Plan Book Volume 281, Page 17.

EXHIBIT "7.7"

Withdrawable Real Estate

EXHIBIT 7.7

Withdrawable Real Estate

ALL THAT CERTAIN tract of land situate in Franklin Township, Butler County, Pennsylvania, bounded and described as follows:

BEING Lot No. 3 in the Cornerstone Family Services Subdivision Plan recorded in the Recorder of Deeds Office of Butler County at Plan Book Volume 269, Pages 37-39 and being Lot #3 in the E & E Chestnut Developers, LLC Revised Subdivision recorded in the Recorder of Deeds Office of Butler County at Plan Book Volume 281, Page 17 or portions thereof that are subject to withdrawal under the Declaration of Condominium of Chestnut Grove Condominium.