

ADAMS RIDGE CONDOMINIUM, A CONDOMINIUM
BY-LAWS
OF
ADAMS RIDGE CONDOMINIUM ASSOCIATION

ARTICLE I
NAME AND LOCATION

Adams Ridge Condominium, A Condominium (hereinafter the "Condominium property") shall be governed by the Adams Ridge Condominium Association (hereinafter the "Association"), which is a non-profit corporation created pursuant to the provisions of the uniform Condominium Act (hereinafter the "Act") 68 Pa. C.S.A. §3301, et seq. The principal office of the Association shall be as set forth in its Articles of Incorporation (the "Articles"), and the place of meetings of Unit owners and of the Board of Directors (hereinafter the "Board") of the Association shall be at such place in Butler County as the Board may from time to time designate.

ARTICLE II
DEFINITIONS

All of the terms used herein shall have the same meanings as set forth in the Declaration of Adams Ridge Condominium, A Condominium (hereinafter the "Declaration"), recorded simultaneously herewith in the Office of the Recorder of Deeds of Butler County, Pennsylvania, where the Condominium property is located.

ARTICLE III
UNIT OWNERS

Section 1 - Composition. Each Unit owner, as defined in the Declaration,



is a member of the Association and shall hereinafter be referred to as "a Member" or as "the Members".

Section 2 - Annual Meetings. Regular annual meetings of the Members shall be held in November of each year at an hour established by the Board.

Section 3 - Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board, or upon written request of Members entitled to exercise one-fourth (1/4) or more of the voting power of Members, and when required by the Act.

Section 4 - Notice of Meetings. Written notice of each meeting of Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days before such meeting, to each Member entitled to vote at such meeting, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice, or be delivering a copy of that notice at such address at least five days before the meeting. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 5 - Quorum; Adjournment. A quorum is deemed present, in person or by proxy, at any duly called and noticed meeting of Members at which persons entitled to cast 20% of the votes which may be cast for election of the Executive Board. Members entitled to exercise a majority of the voting power of Members represented at a meeting may, at any

time, adjourn such meeting. If any meeting is so adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned is fixed and announced at such meeting.

Section 6 - Proxies. At any meeting of Members, a Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary prior to the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by a Member of his, her or its Unit.

Section 7 - Voting Power. Except as otherwise provided in the Condominium organizational documents, or by law, a majority of the voting Members voting on any matter that may be determined by the Members at a duly called and noticed meeting, shall be sufficient to determine that matter. Robert's Rules of Order shall apply to the conduct of all meetings of Members except as otherwise specifically provided in the Condominium organizational documents or by law.

Section 8 - Action in Writing Without Meeting. Any action that could be taken by Members at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of Members having not less than seventy-five (75%) percent of the votes of the Members, or such greater proportion of eligible votes as may be required by the Condominium organizational documents, or by law.

ARTICLE IV
EXECUTIVE BOARD

Section 1 - Board of Directors. The initial Executive Board (hereinafter "the Board of Directors") shall be those five (5) persons named as the initial Directors in the Articles, or such other person or persons as may from time to time be substituted by the Declarant.

Section 2 - Successor Board of Directors. The number, times of election, and terms of office of those who will serve on the Board of Directors of the Association to succeed the initial Board of Directors, shall be as provided in the Declaration.

Section 3 - Removal. Excepting only Directors named in the Articles or selected by Declarant, any Director may be removed with or without cause, by a majority vote of the Members. In the event of the death, resignation or removal of a Director other than one named in the Articles or a substitute selected by the Declarant, that Director's successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of the Members, which a Director shall be elected to complete the term of such deceased, resigned or removed Director. Declarant shall have the sole right to remove, with or without cause, any Director designated in the Articles, or a substitute selected by the Declarant, and select the successor of any Director so selected who dies, resigns, is removed or leaves office for any reason before the election of the Director by all of the Members as provided in the Declaration.

Section 4 - Nomination. Nominations for the election of Directors to be elected by the Members shall be made by a nominating committee. The nominating committee shall consist of a chairman, who shall be a Director, and two or more Members, who are not Directors, appointed by the Board. The nominating committee shall make as many

nominations for election to the Board as it shall, in its discretion, determine, but no less than the number of vacancies that are to be filled. The nominating committee shall provide the members a proposed list of nominees at least sixty (60) days before the election. Within fifteen (15) days, a Member may submit a Petition signed by five (5) Members requesting inclusion as a nominee. A final list of all nominees shall be sent to all Members along with a proxy not less than thirty (30) days before the Election.

Section 5 - Election. Election to the Board by the Members shall be by secret written ballot. At such elections, Members or their proxies may cast, with respect to each vacancy, such number of votes as they are entitled to under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected, and likewise, those receiving the largest number of votes shall be elected to the longest terms. In the case of ties, the winner shall be determined by lot. Cumulative voting is not permitted.

Section 6 - Compensation. Unless otherwise determined by the Members at a meeting duly called and noticed for such purpose, no Director shall receive compensation for any service rendered to the Association as a Director. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of duties.

Section 7 - Regular meetings. Regular meetings of the Board shall be held on such dates and at such places and times as may be fixed from time to time by resolution of the Board.

Section 8 - Special Meetings. Special meetings of the Board shall be held when called by the President of the Board, or by a majority of the Directors, after not less than three days notice to each Director.

Section 9 - Quorum. The presence at any duly called and noticed meeting, in person, of Directors entitled to cast a majority of the votes held by the Directors shall constitute a quorum for such meeting.

Section 10 - Voting Power. Each Director shall be entitled to a single vote, and, except as otherwise provided in the Condominium organizational documents, or by law, the votes of a majority of the Directors voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present, shall be sufficient to determine that matter.

Section 11 - Action in Writing Without Meeting. Any action that could be taken by the Board at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of all of the Directors.

Section 12 - Powers. The Board shall exercise all powers and authority, under law, and under the provisions of the Condominium organizational documents, that are not specifically and exclusively reserved to the members by law or by other provisions thereof, and without limiting the generality of the foregoing, the Board shall have the right, power and authority to:

- (a) take all actions deemed necessary or desirable to comply with

- all requirements of law, and the Condominium organizational documents;
- (b) obtain insurance coverage no less than that required pursuant to the Declaration;
 - (c) enforce the covenants, conditions and restrictions set forth in the Declaration;
 - (d) repair, maintain and improve the Common Areas;
 - (e) establish, enforce, levy and collect assessments, late fees, delinquent interest, and such other charges as are provided for in the Declaration;
 - (f) adopt and publish rules and regulations governing the use of the Common Areas and the personal conduct of Members, occupants and their guests thereon, and establish and levy enforcement charges for the infraction thereof;
 - (g) suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any charge levied by the Association (such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for each infraction of published rules and regulations or of any provisions of the Condominium organizational documents);
 - (h) declare the office of a Director to be vacant in the event such Director shall be absent from three consecutive regular meetings of the Board;
 - (i) subject to such approvals, if any, as may be required pursuant to the provisions of Condominium organizational documents, authorize the officers to enter into one or more agreements necessary or desirable to fulfill the purposes and objectives of the Association, including, without

limitation, management agreements, purchase agreements and loan documents, all on such terms and conditions as the Board in its sole and absolute discretion may determine;

- (j) cause funds of the Association to be invested in such reasonable investments as the Board may from time to time determine;
- (k) borrow funds, as needed, and pledge such security and rights of the Association as might be necessary or desirable to obtain any such loan; and
- (l) do all things and take all actions permitted to be taken by the Association by law, or the Condominium organizational documents not specifically reserved thereby to others.

Section 13 - Duties. It shall be the duty of the Board to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at each annual meeting of Members, or at any special meeting when such statement is requested in writing by Members representing one-half (1/2) or more of the voting power of Members;
- (b) supervise all officers, agents and employees of the Association and see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to establish, levy, enforce and collect assessments;
- (d) issue, or to cause an appropriate representative to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid;

- (e) procure and maintain insurance and bonds as provided in the Declaration, and as the Board deems advisable;
- (f) cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Declaration;
- (g) cause the restrictions created by the Declaration to be enforced; and
- (h) take all other actions required to comply with all requirements of law and the Condominium organizational documents.

ARTICLE V OFFICERS

Section 1 - Enumeration of Officers. The officers of this Association shall be a president, a secretary, a treasurer and such other officers as the Board may from time to time determine. The same person may hold more than one office.

Section 2 - Selection and Term. Except as otherwise specifically provided in the Declaration or by law, the officers of the Association shall be selected by the Board, from time to time, to serve until the Board selects their successors.

Section 3 - Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 4 - Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date

of receipt of such notice or at any later time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.

Section 5 - Duties. The duties of the officers shall be as the Board may from time to time determine. Unless the Board otherwise determines, the duties of the officers shall be as follows:

- (a) President. The president shall preside at all meetings of the Board, shall have the authority to see that orders and resolutions of the Board are carried out, and shall sign all legal instruments on behalf of the Association.
- (b) Secretary. The secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the Members, serve notice of meetings of the Board and of the Members, keep appropriate current records showing the names of Unit owners of the Association together with their addresses, and shall act in the place and stead of the president in the event of the President's absence or refusal to act.
- (c) Treasurer. The treasurer shall assume responsibility for the receipt and deposit in such bank accounts, and investment of funds in such vehicles, as the Board directs, the disbursement of such funds as directed by the Board, the keeping of proper books of account, the preparation of an annual budget and a statement of income and expenditures to be presented to the Members at annual meetings, and the delivery or mailing of a copy of each to each of the Members.

ARTICLE VI
COMMITTEES

The Board shall appoint a nominating committee and may appoint such other committees as it deems appropriate in carrying out its purposes.

ARTICLE VII
BOOKS AND RECORDS

The books, records and financial statements of the Association, including annual audited financial statements when such are prepared, shall be available during normal business hours or under other reasonable circumstances, upon request to the Association, for inspection by Members and the holders, insurers and guarantors of first mortgages on Units. Likewise, during normal business hours or under other reasonable circumstances, the Association shall have available for inspection by Members, holders, insurers and guarantors of first mortgages on Units, and prospective purchasers, current copies of the Condominium organizational documents and the rules and regulations governing operation of the Condominium.

ARTICLE VIII
AUDITS

The Board shall cause the preparation and furnishing of an audited financial statement for the immediately preceding fiscal year, within a reasonable time following request (provided that no such statement need be furnished earlier than ninety days following the end of such fiscal year), in the following circumstances:

1. to each requesting Member, at the expense of the Association, upon the affirmative vote of a majority of the Members;

2. To each holder, insurer or guarantor of a first mortgage on a Unit who makes written request therefor, at the expense of the party requesting the Audit.


ARTICLE IX
FISCAL YEAR

Unless otherwise changed by the Board, the fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation of this Association

ARTICLE X
AMENDMENTS

Any modification or amendments of these By-Laws shall be made only by means of an amendment to the Declaration, in the manner and subject to the approvals, terms and conditions set forth therein, and shall be effective from the time a certificate setting forth such modification or amendment is delivered for recording to the Office of the Recorder of Deeds of Butler County, Pennsylvania.

IN TESTIMONY WHEREOF, the undersigned, the sole member of the Association, has caused these By-Laws to be duly adopted on or as of the 6th day of December, 1996.

By: 

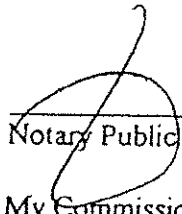
Sole Member
Charles J. Betters, President
Adams Ridge, Inc

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: S.S.
COUNTY OF BEAVER :

On this the 6th day of DECEMBER, 1996, before me a Notary Public, the undersigned officer, personally appeared CHARLES J. BETTERS, known to me or satisfactorily proven, who acknowledged himself to be the President of Adams Ridge, Inc., 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.



Notary Public
My Commission Expires:

Notarial Seal
Margie Farinacci, Notary Public
Monaca Boro, Beaver County
My Commission Expires Aug. 3, 1999
Member, Pennsylvania Association of Notaries

1. Subject to the Adams Ridge Declaration of Covenants, Conditions and Restrictions as the same are recorded in the Office of the Recorder of Deeds of Butler Co. at Record Book Volume 2369, page 651.
2. Subject to the Adams Ridge Construction and Use Covenants as the same are recorded in the Office of the Recorder of Deeds of Butler County at Record Book Volume 2506, page 301.
3. Subject to First Amendment of Declaration of Covenants, Conditions and Restrictions as recorded in the Office of the Recorder of Deeds of Butler County at Record Book Volume 2433, page 40.
4. Subject to Second Amendment of Declaration of Covenants, Conditions and Restrictions as recorded in the Office of the Recorder of Deeds of Butler County at Record Book Volume 2463, page 355.
5. Subject to Third Amendment of Declaration of Covenants, Conditions and Restrictions as recorded in the Office of the Recorder of Deeds of Butler County at Record Book Volume 2506, page 312.
6. Thirty (30) foot right of way from Graham L. Hodgetts, et.ux. to Allen G. Koenig, Jr., et ux. dated July 6, 1976, and recorded in Deed Book Volume 1026, page 719 for ingress, egress and regress from Route T-350, known as Hesperheide Road, along western boundary of property.
7. Right of Way from Allen Koenig, Jr., et ux. to Pennsylvania Power Company dated February 3, 1975, and recorded in Deed Book Volume 1002, page 755.
8. All roads, public or private in any manner affecting the premises, specifically Route T-350, known as Hesperheide Road, and rights of others therein.
9. All creeks, streams or runs in any manner affecting the premises.
10. Right of ingress, egress and regress over a private lane to be used jointly by grantors and grantees as shown in Deed Book Volume 885, page 253.



11. Right of Way from Thomas Watson, et.ux. to Bell Telephone Company dated October 31, 1929, and recorded in Deed Book Volume 461, page 346, for telephone lines.
12. Right of Way from E. L. Marshall, et al. to Bell Telephone Company recorded February 19, 1930, and recorded in Deed Book Volume 461, page 346.
13. Right of Way by Nancy Kennedy to United Natural Gas Co. dated April 28, 1894, and recorded in Deed Book Volume 48, page 54.
14. Right of Way from A. Velte to Pa. Power co. recorded July 19, 1933, in Deed Book Volume 474, page 215.
15. Right of Way from W. K. Stamets to New York State Natural Gas Co. dated November 21, 1950, and recorded in Deed Book Volume 606, page 186. Modification to Right of Way dated July 20, 1988, and recorded in Deed Book Volume 1431, page 43.
16. All roads, public or private in any manner affecting the premises, specifically Route 3-350, known as Hesperheide Road, and rights of others therein.
17. All creeks, streams or runs in any manner affecting the premises, specifically Kaufman Run and riparian rights of others therein.
18. Mortgage from Adams Ridge, Inc. to Century National Bank and Trust Company dated August 31, 1995, recorded in Book 2560, page 376.
19. Right of Way to Pennsylvania Power Company dated May 8, 1996, recorded in Book 2604, Page 247.

ADAMS RIDGE CONDOMINIUM, A CONDOMINIUM
LIMITED STRUCTURAL WARRANTY

ADAMS RIDGE, INC. ("Declarant") hereby gives Buyer the following limited structural warranty:

1. The term of this Warranty shall commence on the date the Unit is conveyed to Buyer and will continue for a period of two (2) years, except as to any defects which Buyer gives Seller written notice of prior to the expiration of the warranty period, as provided below. Any time period specified herein will not be extended by any acts or inaction on the part of Buyer or Declarant, and shall not be waived or extended by any repairs or requests for service.
2. Any request for service pursuant to this limited structural warranty must be in writing and delivered to Declarant prior to the expiration of the applicable period of this limited warranty, to Declarant's address. Any request for service must specifically state the particular defect or problem for which service is requested. Any request for service must also indicate reasonable times during which Buyer will be available at the Unit so that Declarant can inspect the problem and where appropriate schedule any applicable work.
3. Provided Declarant receives a written request within two years after the conveyance of the Unit to Buyer, Declarant will repair or replace, whichever Declarant determines to be appropriate, any structural defects which shall be defined as defects in components constituting any unit or common element which reduces the stability or safety of the structure below accepted standards or restricts the normal intended use of all or part of the structure and which require repair, renovation, restoration or replacement.



4. Declarant hereby assigns to Buyer any manufacturer's warranty for appliances and equipment in the Unit such as a refrigerator, range, hot water heater, dishwasher, garbage disposal, air conditioner and like items. Buyer will be responsible to assert any warranty claims against the applicable manufacturer.

5. This limited warranty expressly excludes, and there will be no implied assumption of responsibility for, the following:

a) Damage due to ordinary wear, tear and/or abusive use, or any damage which could have been caused by Buyer;

b) Defects which are the result of characteristics common to materials used, such as but not limited to:

- i. Warping and deflection of wood;
- ii. Fading, caulking and chipping of paint; and
- iii. Cracks due to drying, shrinking, curing and/or settlement of the structure affecting any building materials such as concrete, stucco, brick, masonry, drywall, plaster, woodwork and/or ceramic tile.

c) Loss or injury caused in any way by the elements including but not limited to water damage or damage caused by high winds.

d) Conditions resulting from condensation on or expansion or contraction of materials.

e) Damage to equipment or any property not supplied by Declarant.

f) Mildew.

6. This limited warranty inures to the benefit of Buyer and is non-transferable. All of the obligations of the Declarant shall terminate if and when the Unit is conveyed by Buyer and is no longer occupied by Buyer within the period provided for under the limited warranty.

7. The within limited warranty shall be automatically voided in the event Buyer adds to or in any manner modifies any items constructed or supplied by Declarant, or if Buyer makes any structural or other changes to the Unit.

8. All warranty work performed pursuant to the terms of the within limited warranty shall be performed only by Declarant or by a contractor or supplier hired by Declarant.

Receipt of a copy of this limited warranty is hereby acknowledged.

WITNESS:

Buyer

Buyer

DATE: _____

Lending Standards Corrective Amendment

This amendment is promulgated on the 24th day of JUNE, 2010, and applies to the Declaration of Condominium for Adams Ridge Condominium, A Condominium, recorded in the Record of Deeds' Office of Butler County in Book 2693, Page 959. Adams Ridge Condominium is located in Adams Township, Butler County, Pennsylvania.

This amendment is promulgated by the executive board of Adams Ridge Condominium on its authority as stated in Title 68 of the Pennsylvania Consolidated Statutes Section 3219(f), upon receipt of a signed, written, independent legal opinion provided by William H. Gallina, Esq., licensed to practice law in the Commonwealth of Pennsylvania, verifying the permissibility of this amendment under the terms of the above referenced statute. The express and sole purpose of this amendment is to conform to mortgage lending standards established by the Federal Housing Administration, Federal National Mortgage Association, and Federal Home Loan Mortgage Corporation as they are interpreted to apply to the common property and units at Adams Ridge Condominium.

THEREFORE, the Declaration is hereby amended as follows:

1. The following section is added to the Declaration:

LENDING STANDARDS COMPLIANCE

I. Right of First Refusal Provision Voided. The Association shall not be permitted to exercise a Right of First Refusal relative to the sale of any unit or units. For purposes of this section, a Right of First Refusal is understood as any authority, voluntary or otherwise, to prevent the sale of a unit by exercising a right to purchase that unit or to compel the sale of a unit to any party acting at the direction or for the benefit of the Association. Any section or provision in the governing documents or association rules and regulations that contravenes this provision is void.

II. Commercial Use Restriction. The Association shall not permit more than 25% of the total floor area of the property constituting the Association to be used for commercial purposes. The Association shall not permit any commercial use that is inconsistent with the residential character of the Association. Any section or provision in the governing documents or association rules and regulations that contravenes this provision is void insofar as it contravenes this provision unless that section or provision wholly incorporates the requirements of this provision.

III. Budget Requirements. The Association shall produce or cause to be produced an annual written budget. The budget shall include:

- A. Separate line items providing sufficient funds for the maintenance and preservation of all common elements constituting a portion of the Association;
- B. A line item designating a minimum of 10% of the Association budget be added to the Association reserve fund for future capital expenditures and maintenance;

C. A line item providing for the payment of insurance premiums owed or anticipated to be owed by the Association during the budget period;

D. A line item providing for the payment of insurance deductibles equal to the highest total deductible payments made by the Association in any of the previous three years.

Any section or provision in the governing documents or association rules and regulations that contravenes this provision is void insofar as it contravenes this provision unless that section or provision wholly incorporates the requirements of this provision.

IV. Blanket Property Coverage. The Association shall maintain property insurance on the common elements and on any unit or units the physical integrity of which depends on any portion of the common elements or any other unit or units. The Association shall purchase coverage equal to 100% of Replacement Cost of the covered property. The coverage shall be provided on a Blanket basis or its equivalent, be written on a Special Form basis or its equivalent, and pay claims on a Replacement Cost basis. Any section or provision in the governing documents or association rules and regulations that contravenes this provision is void insofar as it contravenes this provision unless that section or provision wholly incorporates the requirements of this provision.

V. Extent of Property Coverage. If the Association is obligated to purchase property insurance coverage for any unit or units under the previous section, the Association shall purchase coverage for all real property that constitutes the unit or units, including any improvements, betterments, additions, or alterations made to the unit by the Association, the current unit owner, or any previous unit owner. Any section or provision in the governing documents or association rules and regulations that contravenes this provision is void insofar as it contravenes this provision unless that section or provision wholly incorporates the requirements of this provision.

VI. Liability Coverage. The Association shall maintain general liability coverage in an amount not less than \$1,000,000 per occurrence. Any section or provision in the governing documents or association rules and regulations that contravenes this provision is void insofar as it contravenes this provision unless that section or provision wholly incorporates the requirements of this provision.

VII. Fidelity Coverage. The Association shall maintain fidelity insurance coverage equal to the sum of the highest total value of all money and securities anticipated to be under the control of the Association or held in reserve for the Association during the twelve months following the inception of the policy and one-fourth of the total anticipated income of the Association from any source, including but not limited to dues, fees, and special assessments, over the same period. Any section or provision in the governing documents or association rules and regulations that contravenes this provision is void insofar as it contravenes this provision unless that section or provision wholly incorporates the requirements of this provision.

VIII. Flood Coverage. If any portion of the Association is located in a Special Flood Hazard Area as designated by the Federal Emergency Management Agency, the Association shall purchase flood insurance coverage in an amount not less than the Replacement Cost of all Association property or \$250,000 per unit, whichever is less. Any section or provision in the governing documents or association rules and regulations that contravenes this provision is void insofar as it contravenes this provision unless that section or provision wholly incorporates the requirements of this provision.

IX. Mine Subsidence Coverage. If the Department of Environmental Protection determines the Association to be located above an abandoned mining operation, the Association shall purchase mine subsidence coverage from the Department of Environmental Protection in an amount not less than the Replacement Cost of all affected structures or the maximum coverage available, whichever is less. For purposes of this provision, a structure will be considered affected if any portion of the structure is within 35 degrees in any direction of a vertical line connecting the elevation of the seam to the surface above a location where mining is known to have occurred. Any section or provision in the governing documents or association rules and regulations that contravenes this provision is void insofar as it contravenes this provision unless that section or provision wholly incorporates the requirements of this provision.

X. Conflicts. The provisions of this Amendment may not be interpreted to limit or reduce any obligation imposed on the Association, its officer, directors, agents, managers, volunteers, or employees, by the Association's governing documents or rules and regulations or by federal, state, or local laws or regulations. If at any time this Amendment is determined to be in conflict with federal, state, or local laws, the provision of this Amendment in conflict shall be void. All other provisions will remain in effect.

2. In all other respects the Declaration and all previous amendments thereto, if any, remain in full force and effect as written.

IN WITNESS WHEREOF, this document has been executed on the 24th day of JUNE, 2010, pursuant to a resolution adopted by the executive board of Adams Ridge Condominium, to which I hereby attest.

ATTEST:

ADAMS RIDGE
CONDOMINIUM

(sign) Shirley Truxell

(sign) Tom J. Markin
President

(print) Shirley TRUXELL

(print) LOUIS J. MAREOVIC
President

COMMONWEALTH OF PENNSYLVANIA)

) ss:

COUNTY OF ALLEGHENY)

On this the 24th day of JUNE 2010, before me, a notary public, the undersigned officer, personally appeared LOUIS J. MARKOVIC, who acknowledged himself to be President of Adams Ridge Condominium Association, a non-profit corporation and, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as President.

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

MY COMMISSION EXPIRES:



Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Rinaldo A. Acri, Notary Public
West View Boro, Allegheny County
My Commission Expires Aug. 11, 2013
Member, Pennsylvania Association of Notaries

ADAMS RIDGE CONDOMINIUM ASSOCIATION
AMENDMENT OF DECLARATION

Record and mail to:

Acri Commercial Realty, Inc.
290 Perry Highway
Pittsburgh, PA 15229



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

Michele M. Mustello
Michele M. Mustello - Recorder of Deeds