

AGREEMENT

MADE this 30~~th~~ day of September, 2013, by and between:

FIRST WIMMERTON COMMUNITY ASSOCIATION, INC., a non-profit corporation organized and existing under the laws of the Commonwealth of Pennsylvania with its principal office in the Township of Unity, County of Westmoreland, and Commonwealth of Pennsylvania, (hereinafter called "Association");

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WIMMER CORPORATION, a non-profit corporation organized and existing under the laws of the Commonwealth of Pennsylvania with its principal office in the Township of Unity, County of Westmoreland, and Commonwealth of Pennsylvania, (hereinafter called "Corporation").

WHEREAS, Association was formed for the express purpose, inter alia, of providing for maintenance, preservation, and architectural control of the property known as Wimmerton Stage I and any additions thereto as may be brought within the jurisdiction of the Association for that purpose and to promote the health, safety, and welfare of the residents within the above described property and any additions thereto; and,

WHEREAS, National Development Corporation, a Pennsylvania corporation, as declarant, made certain Declaration of Covenants dated January 8, 1975 and recorded in the Office of the Recorder of Deeds of the County of Westmoreland, Commonwealth of Pennsylvania in Deed Book Volume 2178, Page 882 (hereinafter called "Declaration"); and,

WHEREAS, Corporation is designated as a party in interest with the right and power of enforcement under the terms of the Declaration and is the successor in interest to National Development Corporation in its own right and by virtue of the Settlement Agreement between National Development Corporation and Wimmer Corporation dated April 14, 1989 and by virtue of the Confirmation of Assignment of Declarant's Rights, dated September 14, 2012, and recorded at Instrument No. 201209270039963 in the Office of the Recorder of Deeds of Westmoreland County, Pennsylvania; and,

WHEREAS, by Agreement dated March 17, 1995 the Association and the Corporation agreed to extend the period of annexation for an additional period of 20 years from January 8, 1995 which had the effect of extending the period of annexation to January 8, 2015; and,

WHEREAS, certain portions of the property described as Exhibit "B" to the Declaration have heretofore been annexed, and it is contemplated that additional lands will be annexed as contemplated under the Declaration; and,

WHEREAS, Association and Corporation declare that it is in their mutual best interest to extend the period of time for an additional period of 20 years in which period an annexation may be made without the consent of the members under Article II, Section 4 of the Declaration, it being their finding that the addition of members and property subject to the Declaration furthers the purposes for which the Association was created without the Association having to undertake any correlative burden; and,

WHEREAS, Corporation desires to afford its successors and assigns membership in the Association with all the rights and privileges attendant thereto.

NOW, THEREFORE, for and in consideration of their mutual covenants and conditions as hereinafter set forth and in further consideration of the fact that the parties hereto intend to be legally bound hereby, it is covenanted and agreed, as follows:

1. Association, as the representative of the members of the Association, hereby agrees to extend the period of annexation provided under Article II, Section 4 of the Declaration for an additional period of 20 years from January 8, 2015 it being understood and agreed that all of the remaining terms and conditions of Article II and the Declaration shall remain in full force and effect. The period of annexation shall expire on January 8, 2035 unless extended by further written agreement between the parties.

2. Any lands which the Corporation elects to annex pursuant to Article II, Section 4 shall be either Class A or Class B members and not as Class C members.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused these presents to be duly executed the day and year first above written.

ATTEST:

FIRST WIMMERTON COMMUNITY
ASSOCIATION, INC.

Katherine M. Deegan

BY: Randy L. Dorset¹

ATTEST:

WIMMER CORPORATION

Katherine M. Deegan

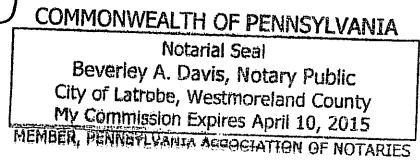
BY: Earl J. Hawley OSB

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF WESTMORELAND)

On this 30th day of September, 2013 before me, the undersigned officer, personally appeared RICHARD DONATI who acknowledged himself to be the President of FIRST WIMMERTON COMMUNITY ASSOCIATION, and that, as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of FIRST WIMMERTON COMMUNITY ASSOCIATION by himself as President.

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

Beverly A. Davis
Notary Public



COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF WESTMORELAND)

On this, 30th day of September, 2013, before me, the undersigned officer, personally appeared, REV. EARL J. HENRY, O.S.B., who acknowledged himself to be the President of WIMMER CORPORATION, a 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.

Beverly A. Davis (SEAL)
Notary Public

My Commission Expires:

