

P I N E H U R S T

C O N D O M I N I U M

A S S O C I A T I O N

D O C U M E N T

B O O K

## PINEHURST CONDOMINIUM

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DECLARATION OF UNIT OWNERSHIP  
OF  
PINEHURST, INC.

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DECLARATION OF UNIT OWNERSHIP

THIS DECLARATION made and entered into by Pinehurst, Inc., a Pennsylvania corporation, having a place of business in Mt. Lebanon Township, Allegheny County, Pennsylvania, (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, the Declarant is the record owner of certain parcels of real estate in the County of Allegheny, Commonwealth of Pennsylvania, more fully described on Exhibits "A" and "B" hereto; and

WHEREAS, Declarant has taken title to the said parcels of real estate for the purpose of developing the said parcels and erecting on parts thereof townhouses (sometimes hereinafter referred to as "buildings" without intending to limit the meaning of the word "buildings" as used herein exclusively to townhouses) containing condominium units as well as other structures and improvements and further, for executing the within Declaration of Unit Ownership, (hereinafter called the "Declaration"), and the accompanying Declaration Plan under the provisions of the Unit Property Act of July 3, 1963, P.L. 196, Act No. 117 of the Commonwealth of Pennsylvania; and

WHEREAS, it is the desire and intention of the Declarant to submit to the provisions of said Unit Property Act the said parcels of said real estate described in Exhibit "A" hereto, and all of the parcels of land described in Exhibit "B" hereto, as each of them is developed for condominium purposes by Declarant, except as provided in Article XIV hereof, and all buildings, structures and improvements of any kind whatsoever which may be erected or constructed on any of said parcels of real estate from time to time and all rights and privileges belonging or in anywise pertaining thereto as may at any time be owned by Declarant and each successor in interest of Declarant (all of which land, buildings, structures and improvements are sometimes hereinafter referred to as the "Property"); and

WHEREAS, the Declarant is further desirous of establishing for its own benefit and for the mutual benefit of all future owners or occupants of said Property certain easements and rights in, over and upon said Property, and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof; and

WHEREAS, the Declarant desires and intends that the several owners, mortgagees, occupants and other persons hereafter acquiring any interest in said Property shall at all times enjoy the benefits

of, and shall hold their interests subject to the rights, easements, privileges, and restrictions hereinafter set forth, and subject to all the provisions of this Declaration, the said Unit Property Act, the Code of Regulations (referred to hereinafter) and the accompanying Declaration Plan, and any Amendments to any of the same, all of which are declared to be in furtherance of a plan to promote and protect the co-operative aspect of such development and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property.

NOW, THEREFORE, the Declarant, on behalf of itself, its successors and assigns, as the owner of said parcels described in Exhibit "A" and Exhibit "B", and for the purposes above set forth, Declares as Follows:

#### ARTICLE I

#### DEFINITIONS

For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

DEVELOPMENT PARCEL: All of the parcels of real estate above described in Exhibits "A" and "B" hereto.

**PROPERTY:** All the land, property and space comprising that part of the Development Parcel now owned by Declarant, except as provided in Article XIV hereof, all buildings, improvements and structures to be constructed or contained therein or thereon, including all of the Units and Common Elements shown in the Declaration Plan, a copy of which is attached hereto as Exhibit "C", all easements, rights and appurtenances belonging thereto, and all fixtures and property intended for the mutual use, benefit or enjoyment of the Unit Owners, including, but not limited to, roads, parking lots, sewers, utility lines, walks and recreational facilities, if any.

**UNIT:** The entire interior of a "townhouse", (excluding in certain instances garages under the living quarters in certain townhouses but including, in certain instances, a garage under the living quarters of another "townhouse"), including porches, balconies, stoops (together with roofs or other covering for the same) and patios attached or connected to each such townhouse, all as the same are shown on said Declaration Plan or any amendments thereto, each of which such Unit is designed and intended for a one family dwelling or for any type of permitted independent use, and also including the proportionate undivided interest in the Common Elements assigned to the particular Unit by this Declaration or any amendments hereto and as more specifically described hereafter in Article III hereof.

COMMON ELEMENTS: All portions of the Property except the Units and as more fully described in Article IV hereof.

COMMON EXPENSES: The actual and estimated costs of:

- (a) maintenance, management, operation, repair and replacement of the Common Elements of the Property as to which, pursuant to other provisions hereof, it is the responsibility of the Council (as hereinafter described) to maintain, repair and replace;
- (b) management and administration of the Council, including, without limiting the same, the compensation paid by the Council to a managing agent, accountants, attorneys and employees; and
- (c) any other items, including but not limited to, charges for water and sewer, held by, or in accordance with, other provisions of this Declaration or any amendments hereto, the Code of Regulations or the aforesaid Act, or any amendments to either, to be Common Expenses.

COMMON SURPLUS: The excess of all receipts of the Council, including but not limited to, assessments, rents, profits and



revenues on account of the Common Elements, over the amount of Common Expenses.

UNIT OWNERSHIP: Ownership in fee simple of a part of the Property consisting of one Unit and that Unit's undivided interest in the Common Elements in common with other Unit Owners.

PARKING AREA: Area provided for parking automobiles as may be shown on the Declaration Plan and any amendments thereto.

OWNER: The Declarant so long as it owns any Unit Ownership or any other interest in the Property, any purchaser of a Unit Ownership by deed, or by holding an indefeasible title to a Unit Ownership by decree of court, or a mortgagee in possession.

OCCUPANT: Person or persons, other than Owner, in possession.

NAME: The Property shall be known as PINEHURST.

## ARTICLE II

### THE PROPERTY

1. The Declarant hereby submits the Property now owned by Declarant, except as otherwise provided in Article XIV hereof, to-

gether with any and all buildings and improvements thereon erected and to be erected as they are erected, to the provisions of the aforesaid Unit Property Act of the Commonwealth of Pennsylvania. The total area to be so submitted shall not exceed 11.612 acres.

### ARTICLE III

#### UNITS

1. Status of Units; Ownership Thereof. Each Unit, together with its proportionate undivided interest in the Common Elements, is for all purposes real property and the ownership of each Unit, together with its proportionate undivided interest in the Common Elements is for all purposes the ownership of real property which may be conveyed, transferred, leased and encumbered in the same manner as any other parcel of real property, independently of all other parts of the property, subject only to the provisions of this Declaration, the provisions of any Agreement of Sale for any such Unit which provisions, by the terms of said Agreement, are not to merge into any deed for any such Unit, and said Act, and the Code of Regulations, the said Rules and Regulations, easements and rights of way of record or visible on the property, and all exceptions, reservations and leases of record. The Units to be constructed on the property shall not exceed 82 Units.

2. Description and Ownership. All buildings and Units therein located on the said parcels of real estate shall be legally

described by Building and Unit designation as shown on the Declaration Plan or any amendments thereto.

3. Description of Units. The Declaration Plan or the amendments thereto shall set forth architect's drawings of townhouses and Units which show, or are representative of, all townhouses and all Units contained therein in the Property. Each Unit shall consist of:

(i) The horizontal and vertical boundaries thereof as shown on said Declaration Plan or the amendments thereto and as described herein;

(ii) The cubic area of the townhouse contained within said boundaries;

(iii) The garage space or garage spaces belonging to each such Unit as hereinafter described;

(iv) Any porch, balcony or stoop (and any roof or other cover over same and supports therefor) which is a part of the townhouse in which the Unit is located;

(v) The proportionate undivided interest in the Common Elements assigned to that Unit by this Declaration or the amendments thereto;

(vi) The respective patio shown on the Declaration Plan or the amendments thereto as part of each Unit and the land on which the patio is laid out or constructed within the horizontal and vertical boundaries described in Paragraphs 5 and 9 hereof but only to a uniform depth of 12 inches of such land (all of which is hereinafter called "patio-land").

4. Horizontal Boundaries of Units. The horizontal boundaries of a Unit in a townhouse shall be, except as provided in Paragraph 5 hereof:

(i) The underside of the basement floor, if there is a basement, or the center line of the lowest floor, if there is no basement;

(ii) The underside of the pitch roof of the said townhouse;

(iii) The upper side and underside of any masonry walls at the rear end of the patio-land of a Unit.

5. Horizontal Boundaries of Patio-land. The upper horizontal boundary of a Unit's patio-land shall be the surface of the patio-land and the bottom horizontal boundary shall be the underside of the patio-land, a uniform 12 inches below the surface.

6. Horizontal Boundaries of Units 1 and A in Townhouses No. 1, 2, 3 and 4. The horizontal boundaries of each of the Units 1 and A in Townhouses No. 1, 2, 3 and 4 shall be:

- (i) The underside of the basement floor of each such Unit;
- (ii) The underside of the floor of the garage space belonging to each such Unit;
- (iii) The center line of that part of the first floor of each such Unit which is also the ceiling of the other garage spaces located directly beneath said first floor;
- (iv) The underside of the pitch roof of the townhouse in which each such Unit is located;
- (v) The upper and undersides of any masonry wall at the rear end of the patio-land of each such Unit;
- (vi) The horizontal boundaries of each such Unit's patio-land shall be as described in Paragraph 5 above.

7. Vertical Boundaries of Units. The vertical boundaries of a Unit in a townhouse shall be, except as provided in Paragraph 9 hereof:

- (i) The exterior side of all walls below ground level;
- (ii) The center line of:
  - (a) The above ground exterior walls;
  - (b) Any party walls of said townhouse;
  - (c) Any fences bordering the patio-land of the Unit;
  - (d) Any masonry walls marking the end of the patio-land of the Unit; and
  - (e) Any wall or structure forming a vertical portion of any balcony or porch.

All as shown on the aforesaid Declaration Plan or the amendments thereto.

8. Vertical Boundaries of Patio-land. The vertical boundaries of a Unit's patio-land shall be lines drawn parallel from the center line of the party walls of the Unit to the center line of the masonry walls at the end of the patio-land of the Unit and through said masonry walls in a line parallel to the rear exterior wall of the townhouse in which the Unit is located; provided, however, that, where a Unit has only one party wall, the other vertical boundary line shall be drawn parallel from the center line of the exterior wall of the Unit to the center line of the said masonry walls, all as shown on the Declaration Plan or the amendments thereto.

9. Vertical Boundaries of Units 1 and A  
in Townhouses No. 1, 2, 3 and 4. The vertical boundaries  
of each of the Units 1 and A in Townhouses No. 1, 2,  
3 and 4 shall be:

(i) The exterior side of all exterior walls below ground level;

(ii) The center line of:

- (a) All above ground exterior walls, but excluding those exterior walls, posts or supports of any garage space which is not a part of the Unit although located beneath that Unit;
- (b) Any party wall of each such Unit;
- (c) Any fences bordering the patio-land; and
- (d) All party walls in the basement area of each Unit and in the garage space which is part of each Unit.

All as shown on the Declaration Plan or the amendments thereto.

10. As part of the Unit at each end of a Building there shall be included the condenser for the air-conditioning for each such Unit, located as shown in the aforesaid architect's drawings.

11. The said horizontal and vertical boundaries of a particular Unit shall include within their limits any porches, stoops

(and roofs or other cover covering same), balconies and the patio-land extending beyond an exterior wall, which are shown as part of said Unit on the said Declaration Plan or the amendments thereto. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number or symbol as set out on said Declaration Plan or the amendments thereto and every such description shall be deemed good and sufficient for all purposes and to incorporate by reference the necessary language of said Declaration Plan. No Unit Owner shall, by deed, plat or otherwise, subdivide or in any other manner cause his Unit to be separated into any Units smaller than the whole Unit as shown on said Declaration Plan or the amendments thereto.

12. Amendment of Plans. Declarant reserves the right to change the exterior design of any buildings or structures which may be erected or which the Declarant may plan to erect on the Property as well as the arrangement of all Units and the boundaries of all such Units until such time as all buildings to be constructed on the Property are completed; provided, however, the said exterior design shall be compatible with the buildings now constructed or in the process of construction and further, that no change shall be made in the boundary lines of any Unit sold by Declarant without the consent of that Unit Owner. Any such changes need not be approved by any Unit



Owner nor the Council nor any mortgagee. Any said amendment shall become effective when architect's plans for any such change are completed or when any said change is made in the said construction plans located in Declarant's office, whichever first occurs. Declarant may also amend the Declaration Plan to show any such change by filing an amendment to the Declaration Plan to be filed in the office of the Recorder of Deeds of Allegheny County.

13. Ownership of Public Utility Lines. No Owner shall own any of the pipes, wires, cables (including, but not limited to, television or other electronic equipment cables), conduits, public utility lines or structural components which run through his Unit and serves more than his Unit, except as a tenant in common with all other Owners.

14. Uses of Units. Each Unit shall be used for single family residential purposes only; provided, however, that this restriction shall not be construed as prohibiting any Owner from leasing any such Unit for residential purposes.

15. Each Unit Owner shall have the sole obligation to maintain, repair and replace his Unit and the parts thereof including, but not limited to, all heating, plumbing, air-conditioning and

electrical and electronic systems and components or parts thereof, all doors leading to and from that Unit, including, but not limited to, garage doors belonging to or being part of any garage which is a part of said Unit, all windows, glass, screens, electric wiring, electric outlets, water pipes, gas pipes, plumbing fixtures and connections (except those used or usable with respect to the Common Elements), the boundaries of his Unit (including ceilings, walls, floors and interior of roofs, if part of said boundaries) and balconies, porches and terraces, if any.

16. A Unit Owner may make any alteration to the interior of his Unit at his sole expense but only to the extent that any such alteration does not affect:

(i) In any way the structural soundness of the building where that Unit is located or any other building on the Property;

(ii) any of the utility lines located in his Unit which also service other Units; and

(iii) any rights of any other Unit Owners.

17. Each Unit shall include, and the same shall pass with each Unit as an inseparable appurtenance thereto, whether or not

separately described, conveyed or encumbered, all of the rights, title and interest of a Unit Owner in the Property, which shall include, but not be limited to:

- (a) Common Elements: that Unit's undivided share of the Common Elements;
- (b) Easements for the benefit of the Unit;
- (c) Funds and assets held by the Council for the benefit of the Unit Owner.

Provided, however, that all such appurtenances are, shall be and continue to be subject to the easements for the benefit of other Units;

- (d) In addition to, and not in derogation of the ownership of the space described in the Declaration Plan, an exclusive easement for the use of the space not owned by the Unit Owner but which is occupied by the Unit, which easement shall exist until the earlier of such time as this Declaration is terminated in accordance with provisions herein elsewhere contained, or the building in which the Unit is located is no longer tenantable; and
- (e) The following easements from each Unit Owner to each other Unit Owner and to the Council:
  - (i) Ingress and Egress. Easements through the Common Elements for ingress and egress for all persons making use of such Common Elements in accordance with the terms of this Declaration, the said Act and the Code of Regulations.

- (ii) Maintenance, Repair and Replacement. Easements through the Units and Common Elements for maintenance, repair and replacement of the Units and Common Elements. Use of these easements, however, for access to the Unit shall be limited to reasonable hours, except that access may be had at any time in case of emergency.
- (iii) Structural Support. Every portion of a Unit which contributes to the structural support of the building in which it is located shall be burdened with an easement of structural support for the benefit of the Common Elements and the other Units to which it provides structural support.
- (iv) Utilities. Easements through the Units and Common Elements for all facilities for the furnishing of utility services within the Buildings, which facilities shall include, but not be limited to, conduits, cables (including, but not limited to, television cables or cables for other electronic equipment), pipes (whether for heating, air-conditioning or otherwise), ducts, plumbing, wiring and chimney flues.

18. No nuisances shall be allowed upon the Property nor shall any use or practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the Property by its residents.

19. No immoral, improper, offensive or unlawful use shall be made of the Property nor any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having

jurisdiction thereof shall be observed. The respective responsibilities of Unit Owners and the Council of complying with the requirements of governmental bodies which require maintenance, modification or repair of the Property shall be the same as hereinafter provided for the maintenance and repair of that portion of the Property subjected to such requirements.

20. In interpreting deeds, mortgages and plans the existing physical boundaries of the Unit or of a Unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed in the deed, mortgage or plan, regardless of settling or lateral movement of the building and regardless of minor variance between boundaries shown on the plan or in the deed and those of the building.

21. Regulations concerning use of the Property may be promulgated by the Council as herein set forth; provided, however, that copies of such regulations are furnished to each Unit Owner prior to the time that the same become effective. The initial regulations, which shall be deemed effective until amended by the Council, are annexed hereto and made a party hereof as Exhibit "D". Such regulations shall not impair or limit the rights of mortgagees, as elsewhere recited.

22. Each townhouse Unit in the townhouses shall have an enclosed garage space belonging to that Unit as designated on the Declaration Plan or the amendments thereto, except that Units No.

2 and B in Townhouse No. 2  
shall each have two enclosed garage spaces belonging to each such Unit which, at the discretion of Declarant, may be separated or partitioned and the location of all garage spaces shall be as designated on the Declaration Plan or the amendments thereto. Each such garage space or spaces shall be a part of the Unit to which it or they belong for all the purposes of this Declaration.

23. All garage spaces as so located shall consist of horizontal and vertical boundaries thereof as shown on the Declaration Plan or the amendments thereto and as described herein and the cubic area contained within said boundaries.

24. The horizontal boundaries of a garage space shall be:

(i) The underside of the garage floor; and

(ii) The center line of the ceiling of that garage space which shall also be the center line of the first floor of the Unit directly above the garage space.

25. The vertical boundaries of a garage space shall be:

(1) For the peripheral garage spaces:

(a) The exterior side of all walls below ground level;

(b) The center line of:

(1) The above ground level exterior wall of the townhouse in which the garage space is located (or, in the case of an interior peripheral garage, the wall or partition separating that garage space, on one side, from the basement area of the Unit to which it belongs) as shown on the Declaration Plan or the amendments thereto;

(2) The wall or partition separating that garage space from the adjoining garage space;

(3) The party wall of the adjoining Unit at the rear of the garage space; and

(4) The above ground portion of the exterior wall to which is affixed the garage door of the garage space.

(ii) For an interior garage space, the center line of:

(a) The above ground portion of the exterior wall to which is affixed the garage door for the garage space;

(b) The walls or partition separating such a garage space from the adjoining garage spaces; and

- (c) The party wall of the adjoining Unit at the rear of the garage space.

26. The repair, maintenance and replacement of all doors to said garage spaces shall be the obligation of the Owner of the Unit to which the garage space is appurtenant.

#### ARTICLE IV

##### COMMON ELEMENTS

1. Description. The Common Elements within the Property shall be the entire Property except for the Units. The Common Elements shall not include any portions of the Property which are scheduled by the Declarant for development until the same have been made available by the Declarant, by appropriate notice, to the other Owners of the Unit Ownerships as Common Elements and, until Declarant has given said notice, no Owner shall have any rights in any part of said portions of the Property.

2. Ownership of Common Elements. Each Owner shall own a pro-rata undivided interest in the Common Elements as a tenant in common with all the other Owners and, except as otherwise limited in this Declaration, the said Unit Property Act, the hereinafter described Code of Regulations, and the Rules and Regulations, herein-



after described, as each may hereafter be amended, shall have the right to use the said Common Elements for all purposes incident to the use and occupancy of his Unit as a place of residence, and such other incidental uses permitted by this Declaration or the Code of Regulations which right shall be appurtenant to and run with his Unit.

3. The percentage amount of each Owner's ownership shall be subject to change from time to time until January 2, 1980 as additional Units are completed and conveyed after the date of filing of this Declaration in the Recorder of Deeds office in Allegheny County, Pennsylvania. Said extent or amount of ownership of a Unit shall be expressed by a percentage amount determined by the Declarant, prior to the said filing, and thereafter by the Council, by dividing the square footage of such Owner's Unit by the square footage of all Units conveyed by Declarant as of any time that the said extent or amount of such ownership is to be determined. Said percentage amounts shall, at all times, aggregate 100%. Each Unit Owner who may be affected by any change in the said percentage amount of such ownership shall execute an amended Declaration setting forth such change, if requested by Declarant, its successors or assigns, to do so, will acknowledge the same for recording purposes, and will authorize said recording. The resulting quotient

*Supplements filed  
on these percentages  
See Tabs D and E*

shall be carried to not more than three decimal places, and adjustments to the nearest thousandth per cent may be made among the quotients so as to bring the sum total thereof to the aforesaid 100%. The percentages of undivided interest in the Common Elements, when so determined, shall remain constant for the period of time that the square footage of all Units conveyed remains the same as it was at the time of calculation; provided, however, that said percentages may be altered, during that said period of time, by the recording, in the Recorder of Deeds office of Allegheny County, of an Amendment so altering, duly executed by all Unit Owners affected thereby.

4. No Partition of Common Elements. There shall be no partition of the Common Elements through judicial proceedings or otherwise except as provided in Section 802 of the said Unit Property Act, this Declaration, and the Code of Regulations until this Declaration is terminated and the Property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership, as hereinafter provided; provided, however, that if any Unit Ownership shall be owned by two or more co-owners as tenants in common, tenants by the entireties or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of said Unit Ownership as between such co-owners. An undivided interest in the

Common Elements shall not be separated from the Unit to which such interest pertains and shall be deemed to be conveyed, leased or encumbered with the Unit even though such interest is not expressly referred to or described in the deed, lease, mortgage or other instrument.

5. Every Unit Owner shall be liable for his proportionate share of the Common expense and no such Unit Owner may exempt himself from liability with respect to the common expenses which may from time to time be imposed by the Council by any waiver on the part of any such Owner of the enjoyment of the right to use any of the Common Elements or by the abandonment of his Unit or otherwise.

6. The maintenance, repair and replacement of the Common Elements and the making of any additions or improvements thereto shall be carried out by the Council as provided in this Declaration and in the Code of Regulations.

7. Management and operation of the Common Elements shall be the responsibility of the Council, but the Council shall have the right to delegate to persons, firms or corporations of its choice, such duties as may be imposed upon the Council by the terms of this Declaration and as are approved by the Council.

8. Expenses incurred or to be incurred for the maintenance, repair, replacement, management and operation of the Common Elements shall be collected from Unit Owners as assessed, in accordance with provisions contained elsewhere herein.

ARTICLE V

GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

1. Easements. (a) In the event that, by reason of the construction, settlement or shifting of any of the buildings, any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit through no fault of any Owner of any said Unit encroaches or shall hereafter encroach upon any part of the Common Elements, or if by reason of the design or construction of any Unit, it shall, in the sole discretion of the Declarant, be necessary for an Owner to use or occupy, for normal uses and purposes, any portion of the Common Elements, consisting of unoccupied space within any of the said buildings and adjoining his Unit, valid easements for the maintenance of such encroachment and for the use of such adjoining space are hereby established and shall exist for the benefit of such Unit and the Common Elements, as the case may be, so long as all or any part of any of the said buildings containing such Unit shall remain standing; provided, however, that

in no event shall a valid easement for any encroachment be created in favor of the Owner of any Unit or in favor of the Owners of the Common Elements if such encroachment occurred due to the fault of said Owner or Owners. In the event all or any of the buildings, any Unit, any adjoining Unit, or any adjoining Common Element or facility shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachments of parts of the Common Elements and facilities upon any Unit or of any Unit upon any other Unit or upon any portion of the Common Elements due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as any of the buildings so affected shall stand.

(b) Easements are hereby declared and granted for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer mains and pipes, gas mains and pipes, telephone and other wires and equipment, including those for television and other electronic equipment and electrical conduits and wires (all hereinafter sometimes called "utilities") in, over, under, along and on those parts of the Common Elements or Units or buildings as may be determined by Declarant as appropriate for such purposes or in which said utilities may be placed,

as well as in those portions of the Common Elements, Units or buildings where the said utilities will hereafter be located, said utility easements being also hereby granted for the benefit of the parcels of real estate described in Exhibit "B". Each Unit shall be subject to an easement in favor of the Declarant and the Owners of all other Units to use the said utilities and other common facilities serving the Property, including the other Units, and located in any said Unit.

(c) An easement for ingress and egress to the Property is hereby declared and granted along and on that part of the Common Elements identified in Exhibit "C" as "Easement for Ingress and Egress" for the benefit of the Declarant, any other Owner or their guest, invitees, permittees, licensees, employees and independent contractors.

(d) Each Owner of a Unit shall own the two chimney flues serving fireplaces in his Unit and located in a chimney which is adjacent to or part of a portion of an exterior wall of his Unit and shall have an easement in that chimney for the existing location of said flues for the purpose of carrying away, through said chimney flues, smoke from the said fireplaces. Each chimney shall contain four flues, two of which will serve each Unit connected to each such chimney. The ownership of said flues and the said easement

shall be subject to an easement in favor of Declarant and/or the Council to do all such acts as may be necessary to maintain, repair and replace the said chimney (but not the said four flues) as part of the Common Elements.

(e) All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the Declarant, its successor and assigns, and any Owner, purchaser, lessee, mortgagee and other person having an interest in said Property, or any part or portion thereof.

(f) Whether or not referred to in respective Deeds of Conveyance, or in any Mortgage or Trust Deed, or in any other evidence of obligation, the easements and rights described in this Article, or described in any other part of this Declaration, shall be deemed to continue for the benefit of the respective grantees, mortgagees, and trustees of the Units as fully and completely as though such easements and rights were recited fully and set forth in their entirety in any such documents.

2. Purchase of Unit by Council. The Council, or its designee, shall have the right to purchase any Unit directly from the Unit Owner, at a foreclosure sale, execution sale or otherwise; pro-

vided, however, that any such purchase by the Council shall have the prior approval of two-thirds (2/3) of the Unit Owners, as expressed by the vote of at least two-thirds (2/3) in number and in common interest, of all Unit Owners, cast in person or by proxy in accordance with this Declaration and the Code of Regulations.

3. No Severance of Ownership. No Unit Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his Unit without including therein the Appurtenant Interests, it being the intention hereof to prevent any severance of such combined ownership. For the purpose of this Declaration, the "Appurtenant Interests" shall mean, collectively, (i) the Unit Owner's undivided interest in the Common Elements, if any, and facilities; (ii) the interest of such Unit Owner in any Units theretofore acquired by the Council, or its designee, on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; and (iii) the interest of such Unit Owner in any other assets held by the Council for the benefit of the Unit Owners. Any such deed, mortgage or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the letter shall not be expressly mentioned or described therein. No part of the Appurtenant



Interests of any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all Units.

4. Financing of Purchase of Units by Council. Acquisition of Units by the Council, or its designee, on behalf of all Unit Owners, may be made from the working capital and common charges in the hands of the Council, or if such funds are insufficient the Council may levy an assessment against each Unit Owner in proportion to his ownership in the Common Elements and facilities as a common charge, which assessment shall be enforceable in the same manner as provided in Article VIII, or the Council, in its discretion, may borrow money to finance the acquisition of such Units, provided, however, that no financing may be secured by a mortgage or other encumbrance of any property other than the Unit, together with the Appurtenant Interests, so to be acquired by the Council.

5. Gifts and Devises, etc. Any Unit Owner shall be free to convey or transfer his Unit by gift, or to devise his Unit by will, or to pass the same by intestacy, without restriction.

6. Waiver of Right of Partition with Respect to Such Units as are Acquired by the Council, or its Designee, on Behalf of All Unit Owners as Tenants in Common. In the event that a Unit shall be acquired by the Council, or its designee, on behalf of all Unit Owners as tenants in common, all such Unit Owners shall be deemed to have waived all rights of partition with respect to such Unit.

7. Payment of Assessments. No Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate or sell his Unit unless and until he shall have paid in full to the Council all unpaid common charges theretofore assessed by the Council against his Unit and until he shall have satisfied all unpaid liens against such Unit, except permitted mortgages. Notwithstanding the foregoing, a Unit Owner may convey or sell his Unit, subject to all other provisions of this Declaration, the aforesaid Act, the Code of Regulations and the Declaration Plan and any amendments to any of them, to a purchaser who in writing assumes all unpaid common charges and who agrees to take such Unit subject to all unpaid liens against same.

8. Mortgage of Units. No Unit Owner shall mortgage his Unit except by a first mortgage made to a bank, trust company, insurance company, federal savings and loan association, a savings and/or building and loan association organized pursuant to the laws

of a state, pension fund or other institutional lender, or by a mortgage made to the seller of said Unit.

9. Units Subject to Declaration, Code of Regulations, the Act and Rules and Regulations. All present and future Owners, tenants and occupants of Units shall be subject to, and shall comply with the provisions of the Declaration, the aforesaid Unit Property Act, the Code of Regulations, and Rules and Regulations adopted by the Council as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into a lease or the entering into occupancy of any Unit shall constitute an agreement that the provisions of the Declaration, Code of Regulations, the Rules and Regulations and each Owner's percentages of undivided interest, as they and each of them may be amended from time to time, are and will be accepted and ratified by such Owner, tenant or occupant, and all of such provisions and percentages shall be deemed and taken to 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 and percentages were recited and stipulated at length in each and every deed or conveyance or lease thereof.

ARTICLE VI

THE COUNCIL

1. Number and Qualification of Members of Council.

The affairs of the Property and of the Unit Owners as to the Property shall be governed by a Council. Until one year after Units representing 95% in common interest in all the Property, including that which may hereafter be developed by the Declarant, if Declarant has not theretofore exercised its right not to submit said property to the aforesaid Unit Property Act as provided in Article XIV hereof, shall have been conveyed by the Declarant and thereafter until their successors shall have been elected by the Unit Owners, or until January 2, 1980, whichever is earlier, the Council shall consist of Falconer Jones and Jeffrey A. Creamer or their successors chosen as provided herein. Thereafter the Council shall be composed of five persons, all of whom shall be owners or spouses of owners or mortgagees of Units, or, in the case of partnership owners or mortgagees, shall be members of employees of such partnership, or in the case of corporate owners or mortgagees, shall be officers, stockholders or employees of such corporation, or in the case of fiduciary owners or mortgagees, shall be the fiduciaries or officers or employees of such fiduciaries.

2. Powers and Duties. The Council shall have the powers and duties necessary for the administration of the affairs of the Property and may do all such acts and things except as by law or by this Declaration or by the Code of Regulations may not be delegated to the Council by the Unit Owners. Such powers and duties of the Council shall include, but shall not be limited to, the following:

- (a) Operation, care, upkeep, replacement and maintenance of the Common Elements and facilities.
- (b) Determination of the common expenses required for affairs of the Property, including, without limitation, the operation, maintenance, repair and replacement of the Property.
- (c) Collection of the common charges (which for the purpose of this Declaration shall mean such portion of the common expenses as are payable by the respective Unit Owners) from Unit Owners.
- (d) Employment and dismissal of the personnel necessary for the maintenance and operation of the Common Elements and facilities.
- (e) Adoption, promulgation, distribution, enforcement and amendment of rules and regulations covering the details of the operation and use of the Property.
- (f) Opening of bank accounts on behalf of the Unit Owners and designating the signatories required therefor.
- (g) Purchasing or leasing or otherwise acquiring in the name of the Council or its designee, corporate or otherwise, on behalf of all Unit Owners, Units offered for sale or surrendered by their owners to the Council.

- (h) Purchasing of Units at foreclosure or other judicial sales in the name of the Council or its designee, corporate or otherwise, on behalf of all Unit Owners.
- (i) Selling, leasing, mortgaging, voting the votes appurtenant to (other than for the election of members of the Council), or otherwise dealing with Units acquired by, and subleasing Units leased by the Council, or its designee, corporate or otherwise, on behalf of all Unit Owners.
- (j) Organizing corporations to act as designees of the Council in acquiring title to or leasing of Units on behalf of all Unit Owners.
- (k) Obtaining of insurance for the Property, including the Units pursuant to the provisions of Article VIII hereof.
- (l) Making of repairs, additions and improvements to or alterations of the Property and repairs to and restoration of the Property in accordance with the other provisions of this Declaration or the Code of Regulations, after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings.

3. Managing Agent and Manager. The Council may employ for the Property a managing agent and/or a manager at a compensation established by the Council, to perform such duties and services as the Council shall authorize, including but not limited to the duties listed in subdivisions (a), (c), (d), (k) and (l) of 2 of this Article VI. The Council may delegate to the manager or managing agent all of the powers granted to the Council by this Declaration other

than the powers set forth in subdivisions (b), (e), (f), (g), (h), (i) and (j) of 2 of this Article VI.

4. Election and Term of Office. At the first Annual Meeting of the Unit Owners, five members of the Council shall be elected to serve terms of one year. Each Council member shall be elected by the vote of a majority of Unit Owners, as hereinabove defined in Articles I and VII hereof. The members of the Council shall hold office until their respective successors shall have been elected by the Unit Owners. Each Unit Owner shall be entitled to as many votes as there are vacancies in the Council to be filled provided, however, that no Unit Owner may cast more than one vote for any single vacancy to be filled.

5. Removal of Members of Council. At any regular or special meeting of Unit Owners after the first Annual Meeting of the Unit Owners, any one or more of the members of the Council may be removed with or without cause by a majority of the Unit Owners and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any members of the Council whose removal has been so proposed by the Unit Owners shall be given an opportunity to be heard at the meeting.

6. Vacancies. Vacancies in the Council caused by any reason other than the removal of a member thereof by a vote of the Unit Owners as aforesaid shall be filled by vote of a majority of the remaining members at a special meeting of the Council held for that purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Council for the remainder of the term of the member so vacating and until a successor shall be elected at the next Annual Meeting of the Unit Owners.

7. Organization Meeting. The first meeting of the newly elected members of the Council shall be held immediately following the first and succeeding Annual Meetings of the Unit Owners, at such time and place as shall be fixed by the Unit Owners at the meeting at which such Council shall have been elected, and no notice shall be necessary to the newly elected members of the Council in order legally to constitute such meeting, providing a majority of the whole Council shall be present thereat.

8. Regular Meeting. Regular meetings of the Council may be held at such time and place as shall be determined from time



to time by a majority at the members of the Council but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Council shall be given to each member thereof by mail or telegraph, at least ten (10) business days prior to the day named for such meeting.

9. Special Meeting. Special meetings of the Council may be called by the President upon five (5) business days' notice to each member thereof, given by mail or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Council shall be called by the President or Secretary in like manner and on like notice on the written request of at least a majority of the members of the Council.

10. Waiver of Notice. Any member of the Council may, at any time, waive notice of any meeting of the Council in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Council at any meeting of the Council shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Council are present at any meeting of the Council, no notice shall be required and any business may be transacted at such meeting.

11. Quorum of the Council. At all meetings of the Council, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members thereof present at a meeting at which a quorum is present shall constitute the decision of the Council. If at any meeting of the Council there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjournment at which a quorum is present, any business which might have been transacted at the meeting originally called, may be transacted without further notice. Any action which may be taken at a meeting of the Council may be taken without a meeting if a consent or consents in writing setting forth the action so taken shall be signed by all of the members of the Council and shall be filed with the Secretary.

12. Fidelity Bonds. The Council shall obtain adequate fidelity bonds for all officers and employees of the Council handling or responsible for funds held by the Council on behalf of the Unit Owners. The premiums on such bonds shall constitute a common expense.

13. Compensation. The Council may provide for the payment of a reasonable compensation to its members for work done on

behalf of the Unit Owners and for the reimbursement of their expenses. Such compensation and reimbursement of expenses shall be part of the "common expenses" as that term is used herein.

14. Liability of the Council. The members of the Council shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual wilful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each of the members of the Council against contractual liability to others arising out of contracts made by the Council on behalf of the Property unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration or of the Code of Regulations. It is intended that the members of the Council shall have no personal liability with respect to any contract made by them on behalf of the Property. It is also intended that the liability of any Unit Owner arising out of any contract made by the Council or out of the aforesaid indemnity in favor of the members of the Council shall be limited to such proportion of the total liability thereunder as his interest in the Common Element and facilities bears to all such interest. Every agreement made by the Council or by the managing agent or by the manager on behalf of the Property shall provide that the members of the Council or the managing agent, or the

manager, as the case may be, are acting only as agents for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners) and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements and facilities bears to all such interests.

## ARTICLE VII

### UNIT OWNERS

1. Annual Meetings. One year after Units representing 95% or more in common interest in all the Property, including that which may hereafter be developed by Declarant if Declarant has not theretofore exercised its right not to submit said Property to the aforesaid Unit Property Act as provided in Article XIV hereof, the Declarant shall notify all Unit Owners thereof, and the first Annual Meeting of the Unit Owners shall be held within 30 days thereafter on a call issued by the President. At such meeting the then members of Council shall resign as members of the Council and as officers, and all of the Unit Owners, including the Declarant, shall elect a new Council. Thereafter, the Annual Meetings of the Unit Owners shall be held at a time and date set by the Unit Owners at the preceeding Annual Meeting. At such meetings the Members of Council shall be

elected by ballot of the Unit Owners in accordance with the requirements of Article VI of this Declaration. So long as the Declarant shall own one or more of the Units, the Declarant shall be entitled to elect at least two members of the Council who shall serve for a term of one year. The Unit Owners may transact such other business at such meetings as may properly come before them.

2. Title to Units. Title to Units may be taken in the name of an individual or in the names of two or more persons, as tenants in common or as joint tenants or as tenants by the entirety, or in the name of a corporation or partnership, or in the name of a fiduciary.

3. Voting. The Owner or Owners of each Unit, or some person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be an Owner, shall be entitled to cast their votes appurtenant to such Unit at all meetings of Unit Owners. The designation of any such proxy shall be made in writing to the Secretary, and shall be revocable at any time by written notice to the Secretary by the Owner or Owners so designating. Any or all of such Owners may be present at any meeting of the Unit Owners and those constituting a group acting unanimously may vote or take any

other action as a Unit Owner either in person or by proxy. The total number of votes of all Unit Owners shall be 100 and each Unit Owner (including the Declarant and the Council, if the Declarant shall then own, or the Council, or its designee, shall then hold title to one or more Units) shall be entitled to cast the same number of votes as the percentage of ownership in the Common Elements assigned to his Unit or Units in this Declaration and any amendment thereto at all meetings of the Unit Owners. A fiduciary shall be the voting member with respect to any Unit owned in a fiduciary capacity. Until one year after Units representing 95% in common interest in all the Property, including that which may be developed by Declarant, if Declarant has not theretofore exercised its right not to submit said Property to the aforesaid Unit Property Act, as provided in Article XIV hereof, shall have been conveyed by Declarant, each Unit Owner, whenever requested by Declarant to do so, shall designate Declarant to act as and to cast his vote as his proxy on his behalf at any meeting of the Unit Owners and said proxy shall be irrevocable for the duration of that meeting or any adjournment thereof.

4. Majority of Unit Owners. As used in this Declaration the term "majority of Unit Owners" shall mean those Unit Owners having more than 50% of the total authorized votes of all Unit Owners

present in person or by proxy and voting at any meeting of the Unit Owners, determined in accordance with the provisions of 3 of this Article VII.

5. Quorum. Except as otherwise provided in this Declaration the presence in person or by proxy of Unit Owners having one-half (1/2) of the total authorized votes of all Unit Owners shall constitute a quorum at all meetings of the Unit Owners.

6. Majority Vote. The vote of a majority of Unit Owners at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except where in this Declaration or the Code of Regulations or by law, a higher percentage vote is required.

## ARTICLE VIII

### OPERATION OF THE PROPERTY

1. Determination of Common Expenses and Fixing of Common Charges. The Council shall from time to time, and at least annually, prepare a budget, determine the amount of the common charges payable by the Unit Owners to meet the common expenses of the Property, and allocate and assess such common charges among the Unit Owners

according to their respective common interests. The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance to be or which have been obtained by the Council pursuant to this Declaration and the fees and disbursements of any Insurance Trustee which might be designated by the Council. The common expenses shall also include such amounts as the Council may deem proper for the operation, repair, replacement and maintenance of the Property, including, without limitation, an amount for working capital of the Property, for a general operating reserve, for a reserve fund for replacements of the Common Elements and to make up any deficit in the common expenses for any prior year. The common expenses may also include such amounts as may be required for the purchase by or lease to the Council or its designee, corporate or otherwise, on behalf of all Unit Owners, of any Unit whose owner has elected to sell or lease such Unit to the Council, or of any Unit which is to be sold at a foreclosure or other judicial sale. The Council shall advise all Unit Owners promptly in writing of the amount of common charges payable by each of them, respectively, as determined by the Council, as aforesaid, and shall furnish copies of each budget on which such common charges are based, to all Unit Owners and to their mortgagees. Payment of common expenses shall be on a monthly basis, unless otherwise directed by the Council.



2. Insurance. The Council shall be required to obtain and maintain, to the extent obtainable, the following insurance: (1) insurance against loss by fire, lightning, windstorm, and other risks normally included within extended coverage, insuring the entire buildings (including all the Units and the bathroom, heating, plumbing, lighting and kitchen fixtures initially installed therein by the Declarant, but not including any wall, ceiling, or floor decoration or coverings or other furniture, or furnishings, fixtures or equipment installed by Unit Owners), together with all service machinery contained therein and covering the interest of the Council and all Unit Owners and their mortgagees, as their interests may appear, in an amount equal to the full replacement value of the buildings, (exclusive of foundations and excavations) without deduction for depreciation; each of said policies shall contain a standard mortgagee clause in favor of each mortgagee of a Unit which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Council and any Insurance Trustee hereinafter set forth; (2) Workmen's Compensation Insurance; and (3) such other insurance as the Council may determine. All such policies shall provide that adjustment of loss shall be made by the Council with the approval of the Insurance Trustee, and that the net proceeds thereof, if \$50,000.00 or

less, shall be payable to the Council, and if more than \$50,000.00, shall be payable to the Insurance Trustee.

All policies of physical damage insurance shall to the extent obtainable contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days' prior written notice to all of the insureds, including all mortgagees of Units. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of Units at least ten (10) days prior to expiration of the then current policies. Prior to obtaining any policy of fire insurance or any renewal thereof, the Council shall obtain a qualified appraisal of the full replacement value of the buildings, including all of the Units and all of the Common Elements and facilities therein, without deduction for depreciation, for the purpose of determining the amount of fire insurance to be effected pursuant to this section.

The Council shall also be required to obtain and maintain to the extent obtainable, public liability insurance in such limits as the Council may, from time to time, determine covering each

member of the Council, the managing agent, the manager and each Unit Owner. Such public liability coverage shall also cover cross liability claims of one insured against another. The Council shall review such limits once a year. Until the first meeting of the Council following the first Annual Meeting of the Unit Owners, such public liability insurance shall be in amounts not less than \$250,000.00/\$1,000,000.00 for claims for bodily injury and \$25,000.00 for claims for property damage.

Unit Owners shall not be prohibited from carrying other insurance for their own benefit provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Council shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner.

3. Repair or Reconstruction After Fire or Other Casualty. In the event of damage to or destruction of one or more of a group of connected townhouses as a result of fire or other casualty the Council shall arrange for the prompt repair or restoration of the townhouse or townhouses (including any damaged Unit or Units therein, and any kitchen, heating system, plumbing, lighting, or bathroom fixtures initially installed therein by the Declarant,

(but not including any wall, ceiling or floor decorations or coverings or other furniture or furnishings, fixtures or equipment installed by the Unit Owner or Unit Owners in the Unit or Units), and the Council or the Insurance Trustee, as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair or restoration of one or more townhouses in appropriate progress payments. Any cost of such repairs or restoration of one or more townhouses in excess of the insurance proceeds shall constitute: in the case of any townhouse or townhouses, an expense of the respective Owner or Owners of the Unit in that townhouse or townhouses and, in any case, the Council may assess the said Unit Owner or Unit Owners of a Unit or Units in the townhouse or townhouses so repaired or restored, as the case may be, the amount of such deficit individually or as part of the apportioned charges as appropriate.

If there is substantially total destruction of a group of townhouses and if, within sixty (60) days of the date of such destruction or damage, 75% or more of the Unit Owners of Units in said townhouses determine not to proceed with repair and restoration, the said townhouses will not be repaired or restored and the remains of said townhouses shall be leveled to the ground. The salvage value of

the townhouses so destroyed or substantially totally damaged, less the cost of removal and leveling of said townhouses shall be subject to an action for partition at the suit of any Unit Owner affected thereby or lienor of said Unit, as if owned in common, in which event the net proceeds of sale, together with the net proceeds of insurance policies, less the proportionate share of the cost of repairing or replacing any Common Elements necessary to the use and enjoyment of any Unit not so destroyed and which are repaired or restored, or are to be repaired and restored, shall be divided by the Council or the Insurance Trustee, as the case may be, among all the Unit Owners directly affected thereby in proportion to each's respective percentage interest in said townhouses calculated on the basis of the ratio of the square footage of each's Unit to the square footage of all of the Units in the said townhouses so destroyed or so damaged after first paying out of the share of each Unit Owner the amount of any unpaid assessments or liens on his Unit, in the order of priority of such assessment or liens. Upon receipt by Council of the said determination of the said 75% of the Unit Owners, all of the right, title and interest of each of the Unit Owners of Units so destroyed and so affected by said determination in each's said Unit and in each's percentage ownership of the Common Elements shall terminate except for

each Unit Owner's rights in the aforesaid net proceeds of sale and net proceeds of insurance.

4. Payment of Common Charges. All Unit Owners shall be obligated to pay the common charges assessed by the Council pursuant to the provisions of 1 of this Article VIII at such time or times as the Council shall determine.

A Unit Owner, subsequent to a sale, transfer or other conveyance by him of such Unit, together with the Appurtenant Interests, as defined in 3 of Article V hereof, shall be jointly and severally liable with his grantee for the payment of any part of the unpaid common charges assessed against his Unit prior to such sale, transfer or conveyance. Until said unpaid common charges are paid they shall continue to be a charge against the Unit which may be enforced as provided in 5 of this Article VIII. Any person who shall have entered into a written agreement to purchase a Unit, or any mortgagee or prospective mortgagee, shall be entitled to obtain a written statement from the Council setting forth the amount of unpaid assessments charged against the Unit and its owners, and if such statement does not reveal the full amount of the unpaid assessments as of the date it is rendered, neither the purchaser nor the Unit shall be liable for the payment of an amount in excess of the unpaid

assessments shown thereon. Any such excess which cannot be promptly collected from the former Unit Owner may be reassessed by the Council as a common expense to be collected from all of the Unit Owners, including the purchaser, his heirs, successors and assigns. Any Unit Owner may, however, subject to the terms and conditions specified in this Declaration, and subject to acceptance by the Council, provided that his Unit is free and clear of liens, encumbrances and unpaid assessments for common charges, other than a permissible first mortgage and the statutory lien for unpaid common charges, convey his Unit, together with the "Appurtenant Interests" to the Council, or its designee, corporate or otherwise, on behalf of all other Unit Owners, and in such event be exempt from common charges thereafter assessed. The liability of a purchaser of a Unit for the payment of common charges assessed against such Unit prior to the acquisition by him of such Unit shall be without prejudice to such purchaser's right, if any, to recover from the seller the amounts paid by the purchaser. A mortgagee or other purchaser of a Unit at a foreclosure or execution sale shall not be liable for unpaid assessments for common expenses which became due prior to the said sale of the said Unit and such Unit shall not be subject to a lien for the payment of a common charge assessed prior to the said sale; provided, however, that any

such unpaid assessments which cannot be promptly collected from the former Unit Owner may be reassessed by the Council as a common expense to be collected from all of the Unit Owners, including the purchaser who acquired title at said sale, his heirs or successors and assigns.

5. Collection of Assessments. The Council shall assess common charges against the Unit Owners from time to time and at least annually and shall take prompt action to collect any common charges due from any Unit Owner which remains unpaid for more than 30 days from the date due for payment thereof. The acceptance of a deed from the Declarant or any other Owner or conveyance or of a gift of a Unit or of a devise thereof or any other kind of transfer by law, including by survivorship, or the entering into a lease or the act of occupancy of a Unit shall constitute an agreement that the grantee, lessee or occupant does thereby give the Council a lien on the Unit conveyed, leased or occupied in an amount equal to (i) any and all unpaid common charges which might be assessed against said Unit and (ii) together with interest and expenses incurred as provided in 6 of this Article VIII in collecting said charges and a copy of this section 5, together with a copy of said deed or an affidavit by the Council attesting to the fact of the said acceptance, lease or occupancy, shall be good and adequate evidence of the right



of Council to file any such lien.

6. Default in Payment of Common Charges. In the event of default by any Unit Owner in paying to the Council the common charges as determined by the Council, such Unit Owner shall be obligated to pay interest at the legal rate on such common charges from the due date thereof, or from the 30th day from the date of said determination, whichever is later, together with all expenses, including attorney's fees, incurred by the Council in any proceeding brought to collect such unpaid common charges. All such unpaid common charges shall constitute a lien on such Unit prior to all other liens except those prior in time or otherwise given priority by virtue of law. The Council shall have the right and duty to attempt to recover such common charges, together with interest thereon, and the expenses of the proceeding, including attorney's fees, in an action to recover the same brought against such Unit Owner.

7. Foreclosure of Liens for Unpaid Common Charges. In any action brought by the Council to collect unpaid common charges or to foreclose a lien on a Unit because of unpaid common charges, the Unit Owner shall be required to pay a reasonable rental for the use of his Unit and the plaintiff in such action or in such foreclosure action shall be entitled to the appointment of a receiver to

collect the same. The Council, acting on behalf of all Unit Owners, shall have power to purchase such Unit at any foreclosure sale or execution sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same. A suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same.

8. Statement of Common Charges. The Council shall promptly provide any Unit Owner so requesting the same in writing, with a written statement of all unpaid common charges due from such Unit Owner.

9. Abatement and Enjoinment of Violations by Unit Owners. The violation of any rule or regulation adopted by the Council or the breach of any of the provisions of this Declaration or the breach of any provisions of the Code of Regulations shall give the Council the right, in addition to any other rights set forth in this Declaration: (a) to enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Council shall not thereby be deemed guilty in any manner of trespass; and (b) to enjoin, abate or remedy

by appropriate legal proceedings, either at law or in equity, the continuance of any such breach and the Unit Owner will not oppose any such proceeding.

10. Maintenance and Repair.

(a) All maintenance of and repairs to any Unit, structural or nonstructural, ordinary or extraordinary (other than maintenance of and repairs to any Common Elements and facilities contained therein, and not necessitated by the negligence, misuse or neglect of the Owner of such Unit) shall be made by the Owner of such Unit. Each Unit Owner shall be responsible for all damages to any and all other Units and/or to the Common Elements and facilities, that his failure to do so may engender.

(b) All maintenance, repairs and replacements to the Common Elements and facilities, whether located inside or outside of the Units, (unless necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charges to such Unit Owner), shall be made by the Council and be charged to all the Unit Owners as a common expense.

(c) The Council shall have an easement to enter any Unit to maintain, repair, replace or alter any of the Common Elements and to

make repairs to Units if such repairs are reasonably necessary for public safety or to prevent damages to other Units or to the Common Elements.

11. Restriction on Use of Units. In order to provide for congenial occupancy of the Property and for the protection of the value of the Units, the use of the Property shall be restricted to and shall be in accordance with the following provisions:

(a) The Units shall be used for residences only.

(b) The Common Elements and facilities shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the Units.

(c) No nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Property by its residents.

(d) No improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning laws and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations

or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be corrected, by and at the sole expense of the Unit Owners or the Council, whichever shall have the obligation to maintain or repair such portions of the Property.

(e) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance of any building, or contents thereof, applicable for residential use, without the prior written consent of the Council. No Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on any building, or contents thereof, or which would be in violation of any law. No waste will be committed in the Common Elements.

(f) Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of any building or which would structurally change the buildings except as is otherwise provided herein.

(g) No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.

(h) There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Elements except that baby carriages, bicycles and other personal property may be stored in a common storage area, if any, which may be designated for the purpose, and balcony and patio areas may be used for their intended purposes.

(i) No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained or permitted on any part of the property, nor shall any "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted on any part of the property or in any Unit therein. The right is reserved by the Declarant, or its agent, to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units, and the right is hereby given to any mortgagee, who may become the Owner of any Unit, to place such signs on any Unit owned by such mortgagee.

(j) Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Council.

12. Additions, Alterations, Improvements or Replacements by Council. Whenever in the judgment of the Council the Common Elements and facilities shall require additions, alterations, improvements or replacement other than as provided for in section 3 of this Article VIII costing in excess of \$10,000.00 and the making of such additions, alterations, improvements or replacements shall have been approved by the vote of at least two-thirds (2/3) in number and in common interest of the Unit Owners and by those mortgagees holding mortgages constituting first liens upon 50% or more of the Units representing 50% or more of the fair market value of all of the Property (provided that such approval by said mortgagees shall not be deemed to be an agreement by said mortgagees to subordinate such mortgages to any liens arising in connection with such additions, alterations or replacements), the Council shall proceed with such additions, alterations, improvements or replacements and assess all Unit Owners for the cost thereof, as a common charge. Any additions, alteration, improvements or replacements costing \$10,000.00 or less may be made by the Council without approval of Unit Owners or any mortgagees of Units and the cost thereof shall constitute part of the common expenses. This paragraph shall not have any application to any of the Common Elements and facilities on the property to be developed

by the Declarant until the Declarant has made that land available to the Unit Owners by appropriate notice.

13. Additions, Alterations or Improvements by Unit Owners. No Unit Owner shall make any structural addition, alteration or improvement in or to his Unit, including any exterior painting or exterior alteration or addition (including awnings, grills, etc.,) without the prior written consent thereto of the Council. The Council shall have the obligation to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement in such Unit Owner's Unit, within thirty (30) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Council to the proposed addition, alteration or improvement. Any application to any department of any Township, Borough or County or to any other governmental authority for a permit to make an addition, alteration or improvement in or to any Unit shall be executed by the Council, if necessary, without, however, incurring any liability on the part of the Council or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. Any replacement made by a Unit Owner to any part of his



Unit will be a duplicate of the replaced portion and will otherwise conform to the general appearance of similar Units. The provisions of this section 13 shall not apply to Units owned by the Declarant until such Units shall have been initially conveyed by the Declarant. No Unit Owner shall do any work which would jeopardize the soundness or safety of the Property or impair any easement or hereditament without the unanimous consent of the Unit Owners affected thereby.

14. Use of Common Elements and Facilities. A Unit Owner shall not place or cause to be placed in the stairways, parking area or other Common Elements or facilities, other than the Elements designated as storage areas, any furniture, packages or objects of any kind nor hinder or block the use of the Common Elements or facilities by any other Unit Owner, his guests or permittees.

15. Right of Access. A Unit Owner shall grant a right of access to his Unit to the manager and/or the managing agent and/or any other person authorized by the Council, the manager or the managing agent, for the purpose of making inspections or for the purpose of correcting any condition originating in his Unit and threatening another Unit or a Common Element or facility, or for the purpose of performing installations, alterations or repairs to the

mechanical or electrical services or other Common Elements or facilities in his Unit or elsewhere in the building or buildings, or to correct any condition which violates the provisions of mortgage covering another Unit, provided that requests for entry are made in advance and that any such entry is at a time convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

16. Rules of Conduct. Rules and regulations concerning the use of the Units and the Common Elements and facilities may be promulgated and amended by the Council. Copies of such rules and regulations shall be furnished by the Council to each Unit Owner prior to the time when the same shall become effective. Initial rules and regulations, which shall be effective until amended by the Council with the approval of a majority of the Unit Owners, are annexed hereto and made a part hereof as Exhibit "E".

*Amended. See Amendment No. 1 (Page 2)*  
17. Water. Water shall be supplied to the Property by a utility company and each Unit Owner shall be required to pay the bills for such water consumed or used on a pro-rata share determined by the Council dividing the total cubic footage of all townhouses theretofore conveyed by the Declarant into the cubic footage of said Owner's Unit.

18. Gas. Gas shall be supplied to the Property by a utility company through the common facilities of the Property directly to each townhouse through a separate meter, and each Unit Owner shall be required to pay his own bills for gas consumed or used. Unit Owners are specifically prohibited from using gas, as a fuel or otherwise, except as set forth above, and are further specifically prohibited from placing within a Unit, within the Common Elements or any part of the Property, any bottle, cylinder or other similar container for gas or gasoline. Any gas used to heat any of the Common Elements shall be billed to the Council and charged to the Unit Owners as part of the common expense.

19. Sewerage Service. Sewage disposal and treatment shall be supplied to the Property by the Allegheny County Sanitary Authority. The cost thereof shall be billed to the Council and charged to the Unit Owners as part of the Common Expense.

20. Electricity. Electricity shall be supplied by a public utility company serving the area directly to each townhouse through a separate meter and each Unit Owner shall be required to pay the bills for electricity consumed or used in his townhouse. The electricity serving the Common Elements and facilities shall be separately metered and billed to the Council and charged to the Unit Owners as part of the common expense.

ARTICLE IX

MORTGAGES

1. Notice to Council. A Unit Owner who mortgages his Unit shall notify the Council of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Council; the Council shall maintain such information in a book entitled "Mortgages of Units".

2. Notice of Unpaid Common Charges. The Council, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any then unpaid common charges due from, or any other default by the Owner of the mortgaged Unit.

3. Notice of Default. The Council, when giving notice to a Unit Owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has theretofore been furnished to the Council.

4. Examination of Books. Each Unit Owner and each mortgagee of a Unit shall be permitted to examine the book of account of the Council at reasonable times, on business days, but not more often than once a month.

ARTICLE X  
CONDEMNATION

1. Whenever all or part of the Common Elements shall be taken, injured or destroyed by eminent domain, each Unit Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto, but in any proceeding for the determination of damages, such damages shall be determined for such taking, injury or destruction as a whole and not for each Unit Owner's interest therein. After such determination each Unit Owner shall be entitled to a share in the damages in the same proportion as his individual interest in the Common Elements. The award made for such taking shall be payable to the Council if such award amounts to \$50,000.00 or less, and to the Insurance Trustee if such award amounts to more than \$50,000.00. The Council or the Insurance Trustee, as the case may be, shall disburse the net proceeds of such award in the same manner as they are required to distribute insurance proceeds where there is no repair or restoration of the damage, as provided in paragraph 3 of Article VIII of this Declaration; provided, however, that, in the event of a partial taking of the Common Elements, if 75% or more of the Unit Owners duly and promptly approve the repair and restoration of such Common Elements and facilities as are not taken, the Council

shall arrange for the repair and restoration of such Common Elements and facilities, and the proceeds of such award shall be disbursed to the contractors engaged in such repair and restoration in appropriate progress payments. The Owners of Units in buildings not physically affected by any such condemnation shall assign, subject to the proviso in the preceding sentence, their said share of damages to the Council which shall distribute the aggregate thereof to the Unit Owners, in buildings physically affected, in amounts equal to the percentage that each Unit in such buildings so physically affected bears to all Units in said buildings.

## ARTICLE XI

### RECORDS

1. Records and Audits. The Council or the managing agent shall keep detailed records of the actions of the Council and of the managing agent, minutes of the meetings of the Council, minutes of the meetings of Unit Owners, and financial records and books of account, including a chronological listing of receipts and expenditures, as well as a separate account for each Unit which, among other things, shall contain the amount of each assessment of common charges against such Unit, the date when due, the amounts paid thereon and the balance remaining unpaid. A written report summarizing all receipts and expenditures shall be rendered by the Council to all Unit Owners at

least semi-annually. In addition, an annual report of the receipts and expenditures, certified by an independent certified public accountant, shall be rendered by the Council to all Unit Owners and to all mortgagees of Units who have requested the same, promptly after the end of each fiscal year.

ARTICLE XII

MISCELLANEOUS

1. Notices. All notices hereunder shall be sent by registered or certified mail to the Council % the managing agent, or if there is no managing agent, to the office of the Council or to such other address as the Council may hereafter designate from time to time, by notice in writing to all Unit Owners and to all mortgagees of Units. All notices to any Unit Owner shall be sent by registered or certified mail to the building in which he maintains a Unit or to such other address as may have been designated by him from time to time, in writing, to the Council. All notices to mortgagees of Units shall be sent by registered or certified mail to their respective addresses, as designated by them from time to time, in writing, to the Council. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received.

2. Code of Regulations and Rules and Regulations.

Annexed hereto as Exhibits "D" and "E" respectively are true copies of the Code of Regulations and Rules and Regulations governing the administration of the Property.

3. Invalidity. The invalidity of any provisions of

this Declaration 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.

4. Waiver. No provision contained in this Declara-

tion shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

5. Captions. The captions herein are inserted only

as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration nor the intent of any provision hereof.

6. Gender. The use of the masculine gender in this

Declaration shall be deemed to refer to the feminine gender and the



use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

7. Insurance Trustee. The Insurance Trustee shall be a bank (including a national banking association) qualified to do business in the Commonwealth of Pennsylvania and designated by the Council. The Council shall pay the fees and disbursements of any Insurance Trustee and such fees and disbursements shall constitute a common expense of the Property.

8. Amendment of Declaration. Until one year after Units representing 95% in common interest of all Units to be constructed on the Property shall have been conveyed by the Declarant and paid for, this Declaration may be amended only by the Council at any meeting of Council called for such purpose. Thereafter this Declaration may be amended by a vote of at least a majority in number and in common interest of all Unit Owners entitled to vote at the meeting cast in person or by proxy at a meeting duly held in accordance with the provisions of this Declaration or the Code of Regulations; provided, however, that any such amendment by the Unit Owners shall have been approved in writing by all mortgagees who are the holders of mortgages comprising first liens on Units the fair market value of which is equal to at least 51% of the fair market value of all Units. No such amendment shall be

effective until recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania.

9. Conflicts. This Declaration is set forth to comply with the provisions of the aforesaid Unit Property Act of the Commonwealth of Pennsylvania. In case any of the Code of Regulations conflicts with the provisions of said Act or of this Declaration, the provisions of said Act or of this Declaration, as the case may be, shall control.

10. Indemnification of Council Members and Officers. Every member of Council and every officer shall be indemnified by the Unit Owners against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been an officer or member of the Council, or any settlement thereof, whether or not he is an officer or member of Council at the time such expenses are incurred, except in such cases wherein the member of Council or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the Council approves such settle-

ment and reimbursement as being for the best interests of the Unit Owners. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such officer or member of the Council may be entitled.

### ARTICLE XIII

#### OFFICERS

1. Designation. The Council shall have the power to elect officers, who shall be the President, the Vice President, the Secretary and the Treasurer. The Council may appoint an Assistant Secretary, an Assistant Treasurer, and such other officers as in its judgment may be necessary. The President and Vice President, but no other officers, need be members of the Council.

2. Election of Officers. The officers shall be elected by the first Council and thereafter annually by the Council at the organization meeting of each new Council and shall hold office at the pleasure of the Council.

3. Removal of Officers. Upon the affirmative vote of a majority of the members of the Council, any officer may be removed, either with or without cause, and his successor may be elected

at any regular meeting of the Council, or at any special meeting of the Council called for such purposes.

4. President. The President shall be the chief executive officer and shall preside at all meetings of the Unit Owners and of the Council. He shall have all of the general powers and duties which are incident to the office of president of a stock corporation organized under the General Corporation Law of the Commonwealth of Pennsylvania; provided, however, he will not have any power to enter into any contract nor exercise any other powers reserved to the Council by this Declaration or the aforesaid Unit Property Act, unless he is expressly so authorized by the Council.

5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Council shall appoint some other member of the Council to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Council or by the President.

6. Secretary. The Secretary shall keep the minutes

of all meetings of the Unit Owners and of the Council; he shall have charge of such books and papers as the Council may direct; and he shall, in general, perform all the duties incident to the office of secretary of a stock corporation organized under the General Corporation Law of the Commonwealth of Pennsylvania.

7. Treasurer. The Treasurer shall have the responsibility for funds and securities held by the Council for the benefit of all Unit Owners and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Council, or the managing agent, in such depositories as may from time to time be designated by the Council, and he shall, in general, perform all the duties incident to the office of treasurer of a stock corporation organized under the General Corporation Law of the Commonwealth of Pennsylvania.

8. Agreements, Contracts, Deeds, Checks, etc. All agreements, contracts, deeds, leases, checks and other instruments to be executed by the Council on behalf of the Unit Owners may be executed by any two of the said officers or by such other person or persons as may be designated by the Council, except that the written statement

as to unpaid assessments as provided in Article VII, paragraph 4 hereof, may be signed by the Secretary.

9. Compensation of Officers. Any officer may receive such compensation and reimbursement for expenses from the Council for acting as such as the Council deems reasonable and payment of such compensation and reimbursement shall be common expenses.

#### ARTICLE XIV

##### OTHER PROPERTY HELD FOR DEVELOPMENT

1. Exclusion from Submission to the Unit Property Act. Declarant reserves to itself, its successors and assigns, until January 2, 1980, the right not to submit to the aforesaid Unit Property Act any or all of those parcels of land described on Exhibit "B" hereto. This right may be exercised by a filing in the Recorder of Deeds office of Allegheny County, Pennsylvania of (i) a deed or deeds to any or all of the said parcels in which there is set forth a statement that the property described therein is not being submitted to the said Act; or (ii) an instrument, or instruments, executed by the Declarant, its successors or assigns, reciting that property described in that instrument is not being submitted to the said Act. Such recording of any deed or deeds, or any such instrument or instruments, will be notice to and binding upon all Unit Owners and their mortgagees of the exercise by the

Declarant, its successors or assigns of the said right. Declarant may exercise the said right and give notice thereof in either of the manners of the aforesaid as often as it deems it necessary for its purposes.

2. Use of Water and Sewer Lines and Roads. If, at any time hereafter, the Declarant, its successors, or assigns, exercises the right not to submit the said land to the said Act as aforesaid, the Declarant, its successors, assigns, grantees, mortgagees and the mortgagees of its grantees shall, nevertheless, have a right at any time to:

(1) Connect, as often as they or any of them deem necessary, utility lines, pipes and cables, including, but not limited to, those for water, gas, sewer, electricity, telephone, heat and television or other electronic equipment which may be constructed on, in, or through any of the said parcels of land not submitted to the said Act to similar utility lines, pipes and cables which now or may hereafter exist, or be constructed in or on those parcels of land described in Exhibit "A" hereto or other land owned by Declarant and submitted to the said Act and to use the same for the supply and furnishing of such utility services to the said parcels of land not submitted to the said Act; and

(ii) To use for themselves, their licensees and invitees, any roads through the parcels of land described in Exhibit "A" for purpose of ingress and egress to and from public roads.

3. Charges for Use of Such Utility Lines, Pipes and Cables and Roads. There shall be no obligation to pay to the Council, the Unit Owners of Units in the parcels of land described in Exhibit "A", or the mortgagees of any of them any moneys or other consideration for the said connection and/or use of the said utility lines, pipes and cables in the parcels of land described in Exhibit "A". Charges for the services supplied through the said lines shall be paid directly to the utility companies supplying those services by those using said services.

The Declarant, its successors and assigns, mortgagees, grantees, and mortgagees of the grantees, shall contribute toward the maintenance, repairs and replacement of the said roads pro-rata based on the number of living Units in townhouses, or other types of buildings or structures on the parcels of land not submitted to said Act as compared to the total number of living Units constructed on the parcels of land described in Exhibits "A" and "B".



IN WITNESS WHEREOF, the Declarant has caused  
this Declaration to be executed by its duly authorized officers and  
its corporate seal to be hereunto affixed this 21<sup>st</sup> day of  
June, 19 74

ATTEST:

/S/ Falconer Jones, Jr.  
Secretary

/S/ Richard R. Seiler

PINEHURST, INC.

By /S/ Jeffrey A. Creamer  
President



ALL THAT CERTAIN PARCEL OF LAND situate in Upper St. Clair Township, County of Allegheny and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point in Lesnett Road at the dividing line between lands of Pinehurst, Inc., and lands now or formerly of Lloyd & Baker; thence through Lesnett Road, North  $80^{\circ} 58'$  West 107.75 feet and North  $55^{\circ} 31'$  West 117.90 feet to a point on line of other lands of Pinehurst, Inc.; thence through property of Pinehurst, Inc. the following courses and distances:

(a) North  $34^{\circ} 29'$  East 108.97 feet;

(b) North  $23^{\circ} 21'$  West 59.47 feet;

(c) Northwest by the arc of a circle curving to the right with a radius of 592.38 feet, an arc distance of 173.11 feet;

(d) South  $84^{\circ} 23' 38''$  West 100 feet;

(e) North  $2^{\circ} 54' 21''$  West 307.99 feet;

(f) North  $84^{\circ} 15' 53''$  East 116 feet;

thence in a Northwesterly direction by the arc of a circle curving to the left with a radius of 813 feet, an arc distance of 119.11 feet;

North  $75^{\circ} 53' 25''$  East 155.69 feet to line of property now or formerly of Lloyd & Baker;

thence along said line, South  $5^{\circ} 15' 39''$  East 862 feet to the place of beginning.

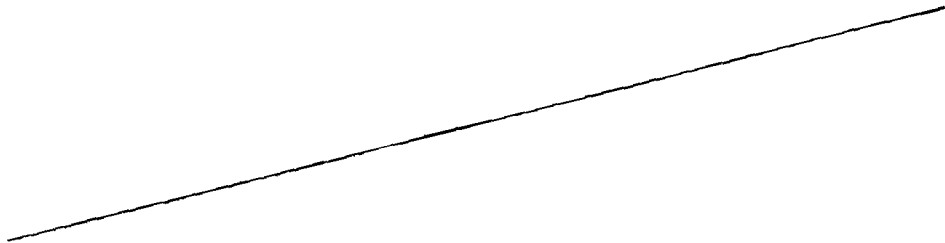
## EXHIBIT B

ALL THAT CERTAIN PARCEL OF LAND situate in Upper St. Clair Township, County of Allegheny and Commonwealth of Pennsylvania, bounded and described as follows:

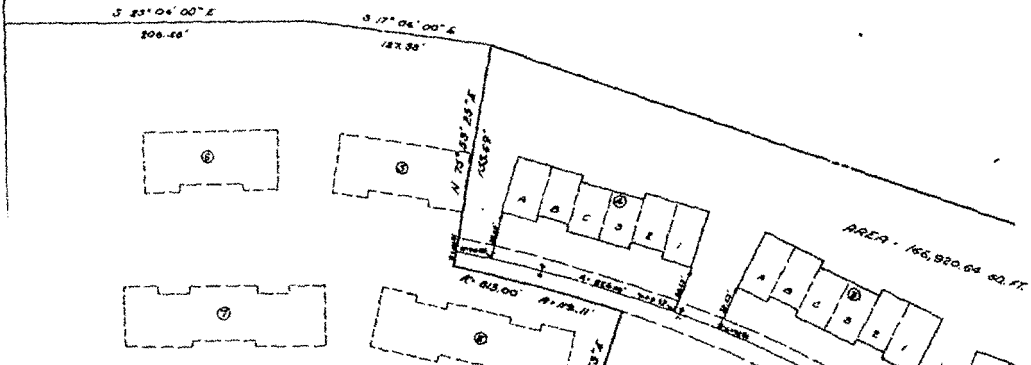
BEGINNING at a point in Lesnett Road at the South line of property now or formerly of E. C. Fife; thence along the South line of property now or formerly of E. C. Fife, North  $74^{\circ} 49'$  East 47.70 feet; thence along the same and property now or formerly of W. H. Sossong, North  $64^{\circ} 54'$  East 692.01 feet to line of land now or formerly of Castle Shannon Coal Co.; thence along said line, South  $25^{\circ} 06'$  East 206.58 feet to a point; thence along the same, South by said line, the following courses and distances:

- (a) South  $75^{\circ} 53' 25''$  West 155.69 feet;
- (b) in a Southeasterly direction by the arc of a circle curving to the left with a radius of 813 feet, an arc distance of 119.11 feet;
- (c) South  $84^{\circ} 15' 53''$  West 116 feet;
- (d) South  $2^{\circ} 54' 21''$  West 307.99 feet;
- (e) North  $84^{\circ} 23' 38''$  West 100 feet;
- (f) Southeastwardly by the arc of a circle curving to the left with a radius of 592.38 feet, an arc distance of 173.11 feet.
- (g) South  $23^{\circ} 21'$  East 59.47 feet; and
- (h) South  $34^{\circ} 29'$  West 108.97 feet to a point in Lesnett Road;

thence through Lesnett Road, North  $53^{\circ} 31'$  West                      feet to an angle in said Road; thence in and along the same, North  $41^{\circ} 02'$  West 207.10 feet; thence continuing through the same, North  $39^{\circ} 48'$  West 220.20 feet; thence through the same, North  $35^{\circ} 57'$  West 485.90 feet; thence through the same, North  $62^{\circ} 42'$  West 115.70 feet to the place of beginning.



N/F CASTLE SHANNON COAL CO.



On this, the 21<sup>st</sup> day of JUNE 1974, before me, the undersigned officer, personally appeared JEFFREY A. CREAGER, President of Pinchbeck, Inc., being duly sworn according to law, who says that Pinchbeck, Inc. is the owner of property shown on this plan, and that he acknowledges the same to be its act and plan and desires the same to be recorded as such according to law.

Witness my hand and seal the day and date above written.

Richard R. Seiler  
Notary Public

Commission Expires

RICHARD R. SEILER, Notary Public  
Member - Allegheny County, Pa.  
My Commission Expires  
June 1, 1977

COMMONWEALTH OF PENNSYLVANIA }  
COUNTY OF ALLEGHENY }

Recorded in the Records Office  
recording of deeds, plans, etc.  
County in Plan Book Volume 93

Given under my hand and seal this  
day of June 1974.

John J. ...  
RECORDED

All easements and rights-of-way as  
the same are shown on the Construction Plans  
of the declarant from time to time are incor-  
porated herein by reference thereto.

I, CHARLES B. MCCORMS, a  
Engineer certify that the decl-  
arant truly and accurately shows the  
location of the building there

I further certify that all  
the 3.89 acres, except the unit  
in the declaration, is a part  
element.

Charles B. McCorms  
CHARLES B. Mc  
6017-C

W/F LLOYD J. BAKER

S 8°12'39"E  
245.00'

3.83 ACRES

M. H. HUGHES

OFFICIAL RECORDS  
COUNTY OF ALLEGHENY

DECLARATION PLAN FOR:  
 PINEHURST  
 4 (PLANNED) GORDONIUM  
 DEVELOPMENT

UPPER ST. GLAIR TOWNSHIP  
 ALLEGHENY COUNTY, PA.

FOR  
 PINEHURST, TRG.

1/8" = 1'-0"  
 APRIL 1979  
 SHEET 8 OF 8

I, JAMES H. MCNEELY, Registered Architect, certify that Sheets 2 and 3 were prepared by me or under my direct supervision and that I am a duly Licensed Architect in the State of Pennsylvania and a declaration of the walls.

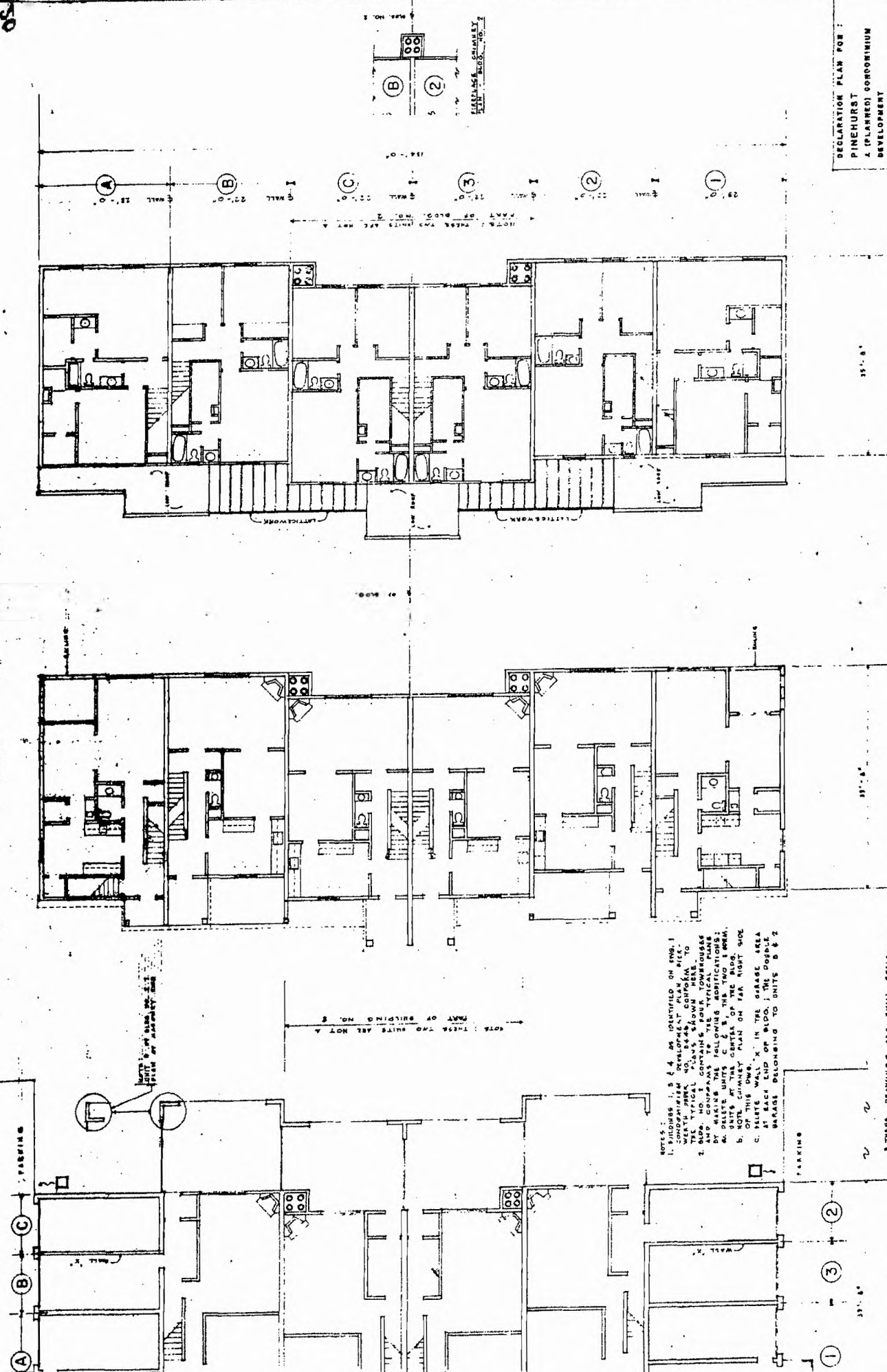
*J. H. McNeely*  
 JAMES H. MCNEELY, ARCHT.  
 1714



SECOND FLOOR PLAN  
 1/8" = 1'-0"

FIRST FLOOR PLAN  
 1/8" = 1'-0"

1.0 LEVEL PLAN  
 1/8" = 1'-0"



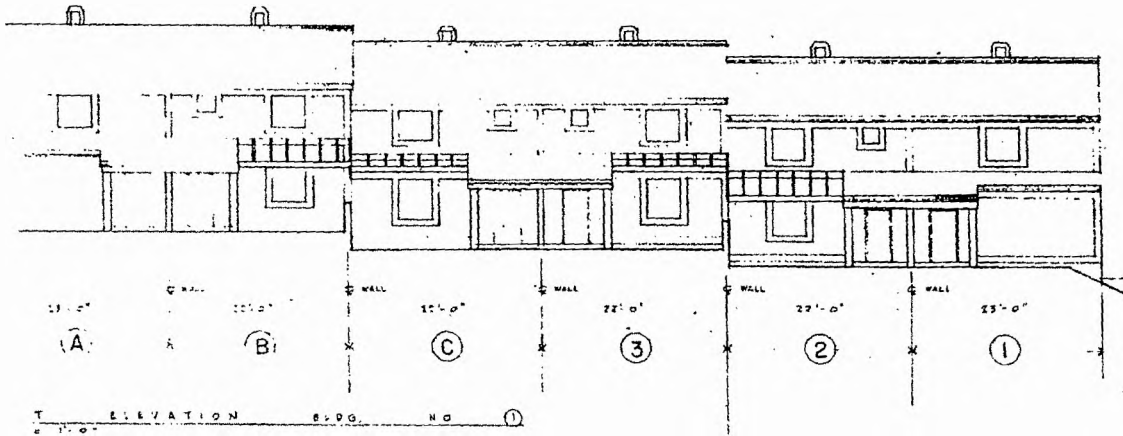
NOTES: 1. 3 & 4 ARE IDENTIFIED ON TRG. 1 CONDOMINIUM DEVELOPMENT PLAN FILE. 2. THESE DRAWINGS ARE SMALL SCALE DIAGRAMATIC DRAWINGS & LIGHT VARIATIONS WILL OCCUR IN PLANS & DIMENSIONS.

NOTE: THESE TWO UNITS ARE NOT A PART OF BUILDING ARE NOT A UNIT OF THIS DEVELOPMENT.

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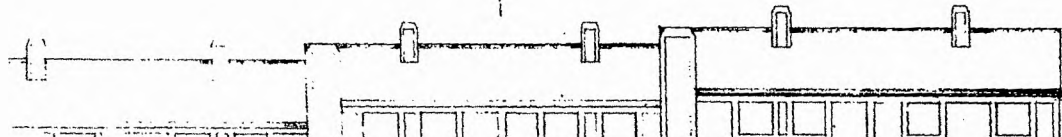
ELEVATION BLDG. NO. 1

NOTE: THESE TWO UNITS ARE NOT A PART OF BLDG. NO. 1

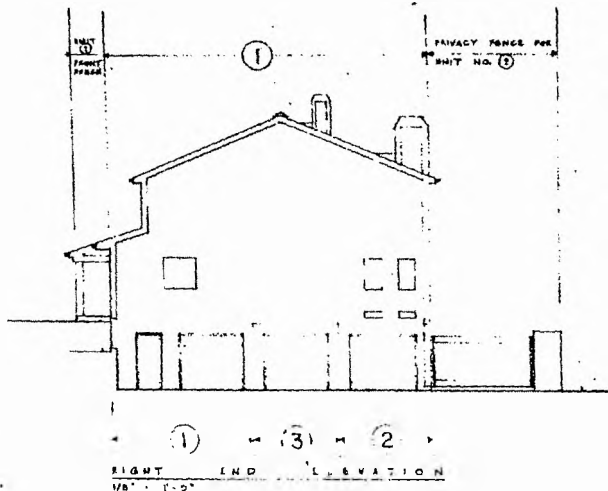
OF BLDG.

NOTE: 1, 2 & 4 ARE 4 BLDGS. 3, 3 & 4 ARE 4 EXCEPT AS FOLLOWS:

1. THERE ARE NO LEVEL C 2 & 3 IN BLDG. NO. 2 TWO FOOT LEVEL DWA UNITS C & D BLDG. NO. 2 IS A FOUR DWGS NOT INCLUDE THE C & S. THESE DWGS. ARE SMALL & SLIGHT VARIATIONS WILL OC







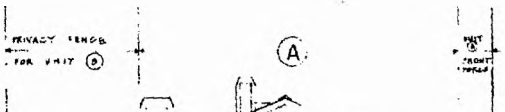
RIGHT END ELEVATION  
1/8" = 1'-0"

SIMILAR IN ELEVATION

CHANGES IN BLDGS.  
3, 4 THERE IS A  
SPACE BETWEEN

UNIT BLDG AND  
TWO CENTER UNITS

SCALE DIAGRAMATIC DWGS.  
FOR CUR IN PLANS & DIMENSIONS.



On this, the 17th day of October 1974, before me, the undersigned officer, personally appeared JEFFREY A. CECHEK, President of Pinehurst, Inc. who being duly sworn according to law, deposes and says that Pinehurst, Inc. is the owner of the property shown on this plan, and that he acknowledges the same to be its own and plans and desires the same to be recorded as such according to law.

Witness my hand and seal the day and date above written.

October 19, 1974  
 Commission Expires  
 Charles B. McConese  
 Notary Public

I, CHARLES B. McCONESE, a Professional Engineer certify that the declaration plan fully and accurately shows the property and location of the building thereon.

I further certify that all property in the 4.88 acres, except the units as defined in the declaration, is a part of the common elements.

Charles B. McConese  
 CHARLES B. McCONESE  
 6817 E

Approved by the Board of Trustees of the Township of Upper St. Clair, Allegheny County, Pennsylvania, this 17th day of October 1974.

John J. Gibe  
 SECRETARY  
 Thomas J. ...  
 PRESIDENT

Approved by the Township Engineer this 17th day of OCT 1974

Eric Beer  
 ENGINEER

The PINEHURST, INC. owners of the PINEHURST P.I. do hereby certify that the title of this property is in PINEHURST, INC. as recorded in Book Book 10666 Page 146 Recorder of Deeds Office.

Charles B. McConese  
 SECRETARY

I, CHARLES B. McCONESE, a Registered Professional Engineer of the Commonwealth of Pennsylvania, do hereby certify that the plan correctly represents the lots, lands, streets and structures surveyed and plotted by me for the owners or agents.

I further certify that this plan meets with the terms of all ordinances including zoning existing under the Township of Upper St. Clair.

Charles B. McConese  
 CHARLES B. Mc  
 6817 E

COMMONWEALTH OF PENNSYLVANIA  
 COUNTY OF ALLEGHENY  
 Recorded in the Recorder's Office for the recording of deeds, plats, etc., in said County in Plan Book Volume 93 Page 24-31.  
 Given under my hand and seal this 17th day of October 1974.

John J. Gibe  
 RECORD

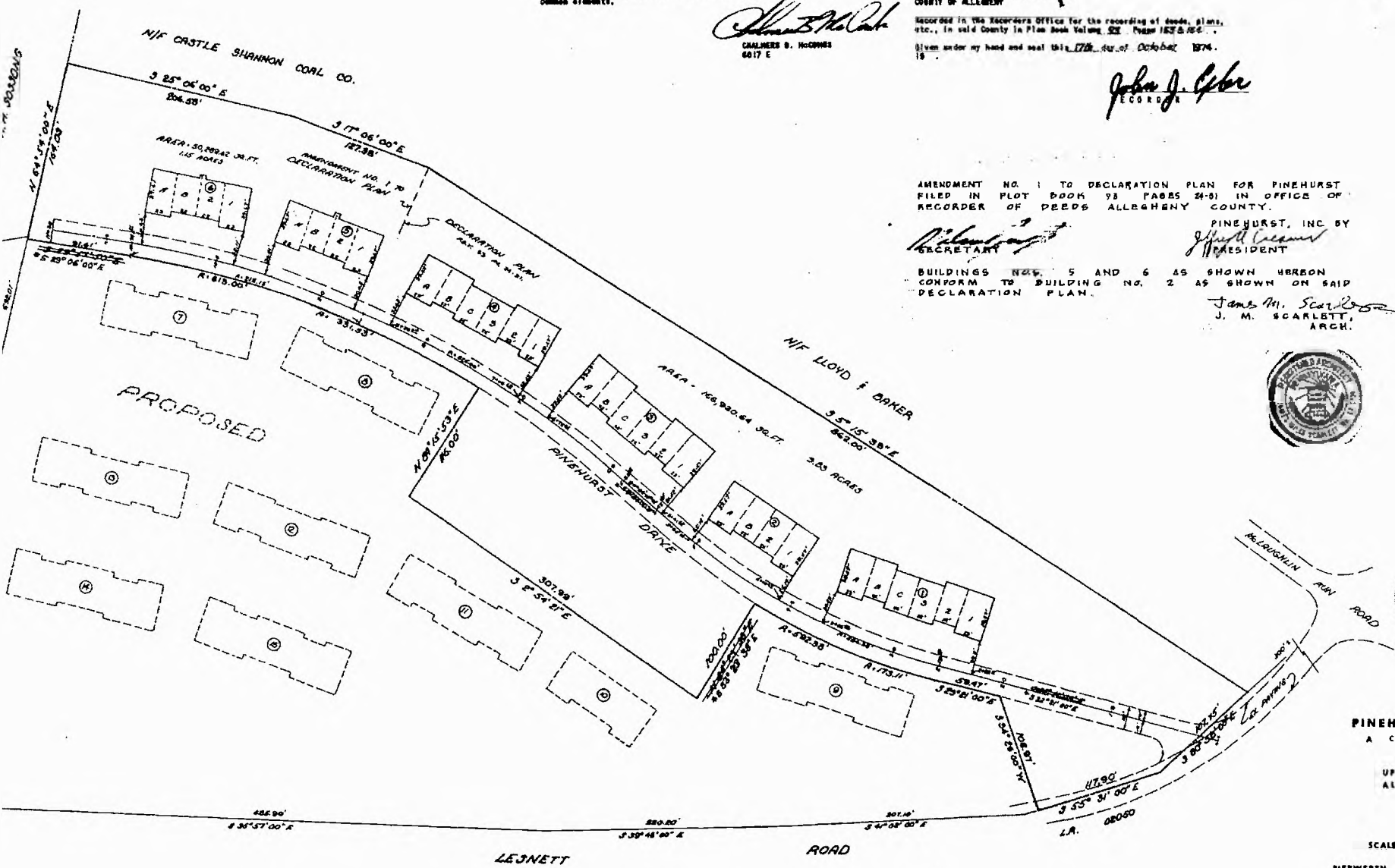
AMENDMENT NO. 1 TO DECLARATION PLAN FOR PINEHURST FILED IN THE RECORDER'S OFFICE FOR THE RECORDING OF DEEDS, PLATS, ETC., IN SAID COUNTY IN PLAN BOOK VOLUME 93 PAGE 24-31.

SECRETARY

PINEHURST, INC. BY  
 Thomas J. ...  
 PRESIDENT

BUILDINGS NOS. 5 AND 6 AS SHOWN HEREON CONFORM TO BUILDING NO. 2 AS SHOWN ON SAID DECLARATION PLAN.

James M. Scarlett  
 J. M. SCARLETT,  
 ARCH.



PINEHURST PLAN NO. 1  
 A CONDOMINIUM DEVELOPMENT

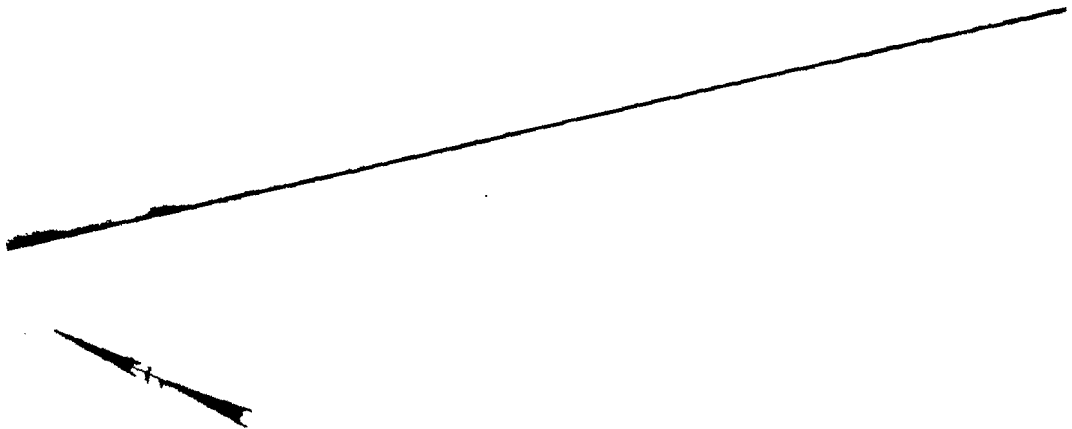
SITUATE IN  
 UPPER ST. CLAIR TOWNSHIP  
 ALLEGHENY COUNTY, PA

FOR  
 PINEHURST INC.

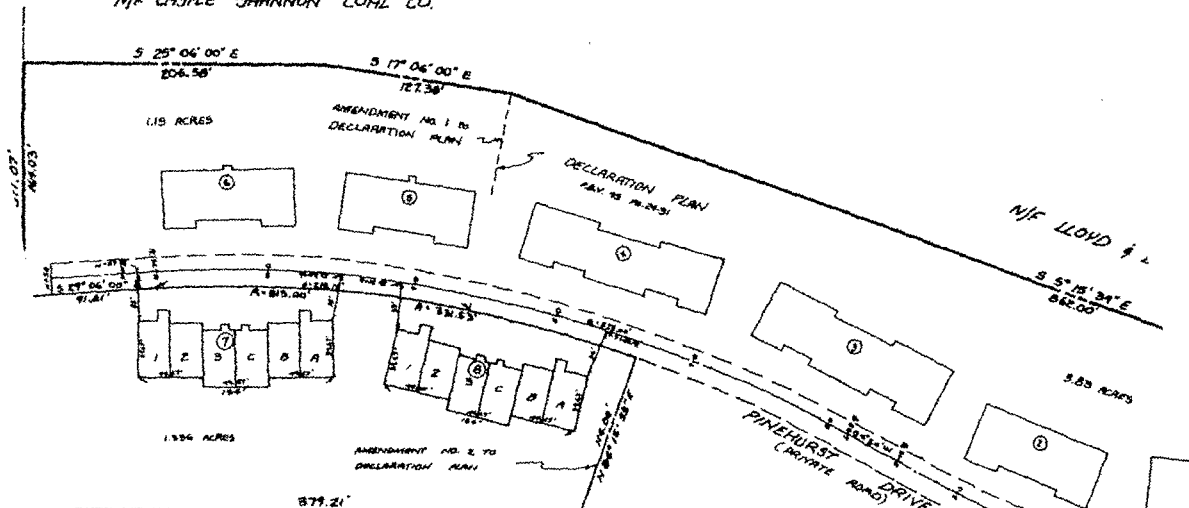
SCALE: 1"=50' SEPT. 1

BIRWERTH McCOMBES BARTON & ASSOCIATES  
 CONSULTING ENGINEERS  
 1522 BANKSVILLE ROAD  
 PITTSBURGH, PA. 15216

\* Corrected per City's request 4-10-76



N/F CASTLE SHANNON COAL CO.



5 25° 06' 00" E  
206.58'

5 17° 06' 00" E  
127.38'

0.15 ACRES

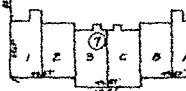
AMENDMENT NO. 1 TO  
DECLARATION PLAN

DECLARATION PLAN  
MAY 25 19-20-31

N/F LLOYD

5 5° 15' 34" E  
842.00'

5 27° 06' 00" E  
91.81'



1.504 ACRES

AMENDMENT NO. 2 TO  
DECLARATION PLAN

PINETURF DRIVE  
(PRIVATE ROAD)

5.88 ACRES

879.21'

10i

ON THIS, the 1st day of December 1978, before me, the undersigned officer, personally appeared JEFFREY A. COOPER, President of Pinehurst, Inc. who being duly sworn according to the law, depose and say that Pinehurst, Inc. is the owner of the property shown on this plan, and that he acknowledged the same to be his act and plan and desires the same to be recorded as such according to law.

Witness my hand and seal the day and date above written.

COMMISSION EXPIRES: \_\_\_\_\_  
AT \_\_\_\_\_  
OF PENNSYLVANIA: \_\_\_\_\_  
Book 111

Robert E. Jackson  
NOTARY PUBLIC

We, PINEHURST, INC., owners of the PINEHURST PLAN NO. 1, do hereby certify that the title of this property is in the name of PINEHURST, INC. as recorded in Deed Book Volume 2181, page 201.

[Signature]  
SECRETARY

[Signature]  
PRESIDENT



I, CHALLENGER B. MCCOMBS, a Registered Professional Engineer of the Commonwealth of Pennsylvania, do hereby certify that the Declaration Plan fully and accurately shows the location of the buildings.

I further certify that all property in the 7.17 acres, except the units as defined in the Declaration, is part of the common elements.

12/1/78  
DATE

[Signature]  
6017-E

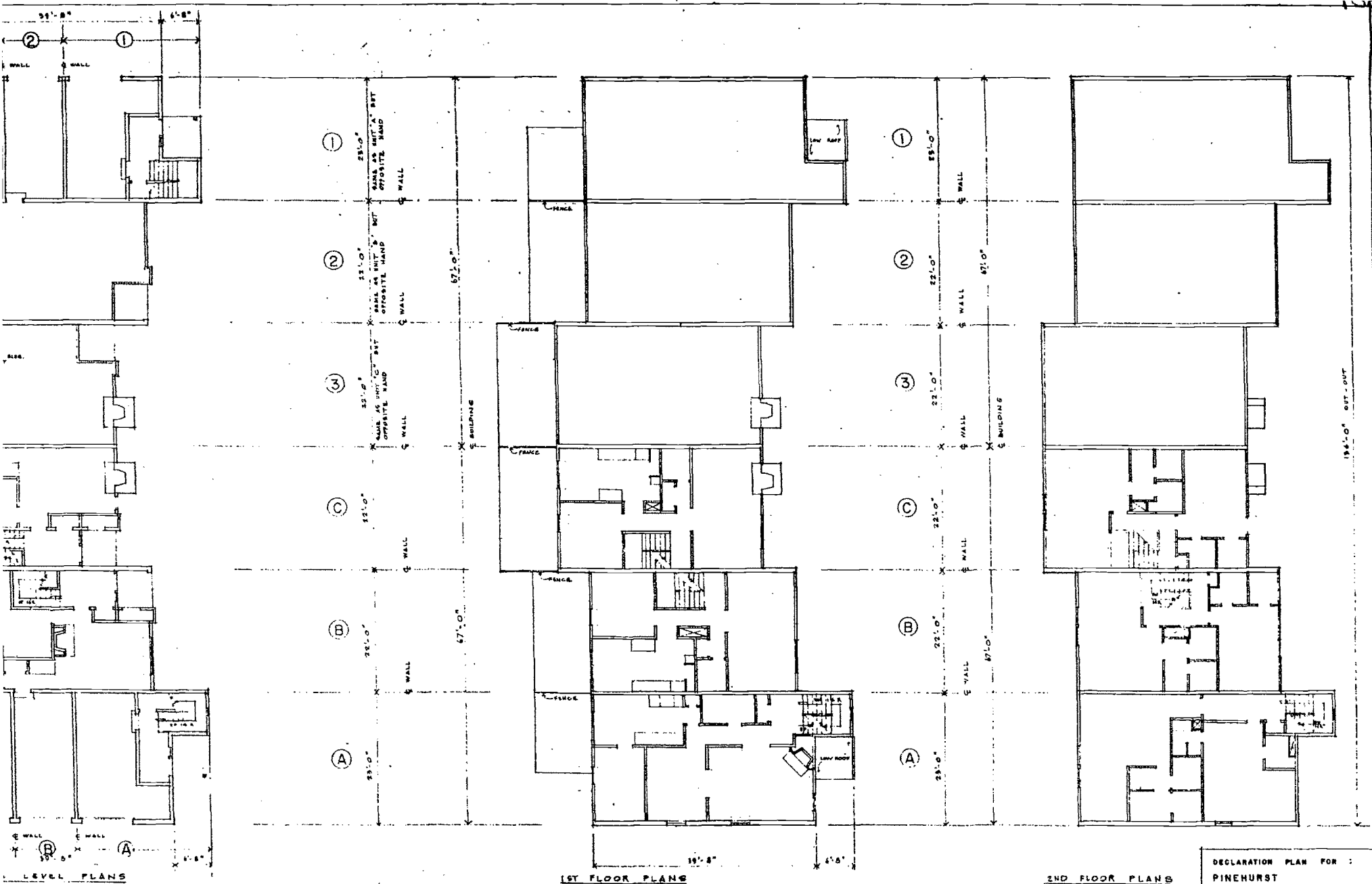
COMMONWEALTH OF PENNSYLVANIA } SS:  
COUNTY OF ALLEGHENY

Recorded in the Records Office for the recording of deeds, plans, etc., in said County in Plan Book Volume 97 Pages 52 & 53 incl.

Given under my hand and seal this 4th day of December 1978.

[Signature]  
RECORDER

BAKER



LEVEL PLANS

1ST FLOOR PLANS

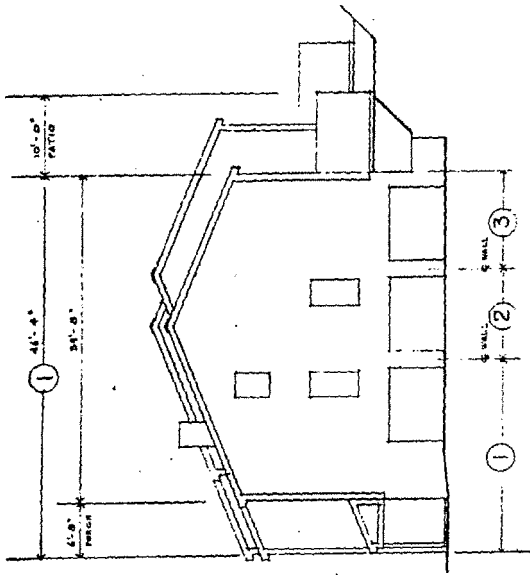
2ND FLOOR PLANS

7, 8 & 9 AS IDENTIFIED ON AMENDMENT TO 1 CONDOMINIUM DEVELOPMENT PLAN, DISORDER NO. 8444, CONFORM TO THE TYPICAL LEGAL HERE.  
 DRAWINGS ARE SMALL SCALE DIAGRAMATIC PLANS; VARIATIONS WILL OCCUR IN DIMENSIONAL DIMENSIONS

I, JAMES N. SCHMIDT, Registered Architect certify that Sheets 2 and 3 of the declaration plan show the buildings and floor plans of the units and a designation of the units.  
*James N. Schmidt*  
 JAMES N. SCHMIDT, R.A.  
 2736

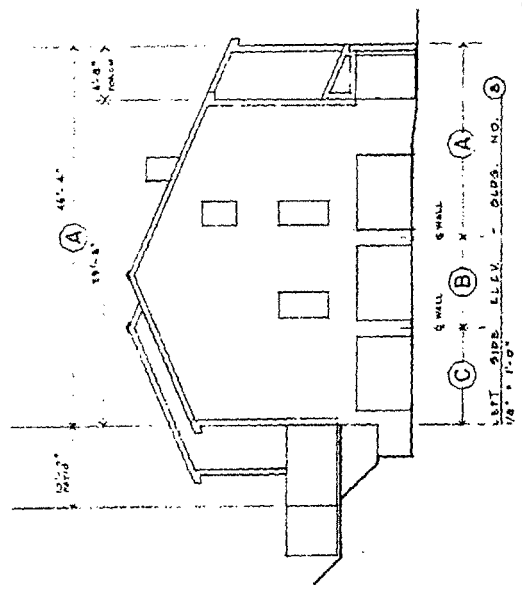


DECLARATION PLAN FOR :	
PINEHURST	
A (PLANNED) CONDOMINIUM DEVELOPMENT	
UPPER ST. CLAIN TOWNSHIP ALLEGHENY COUNTY, PA.	
FOR :	
PINEHURST, INC.	
1/8" = 1'-0"	JUNE 1978

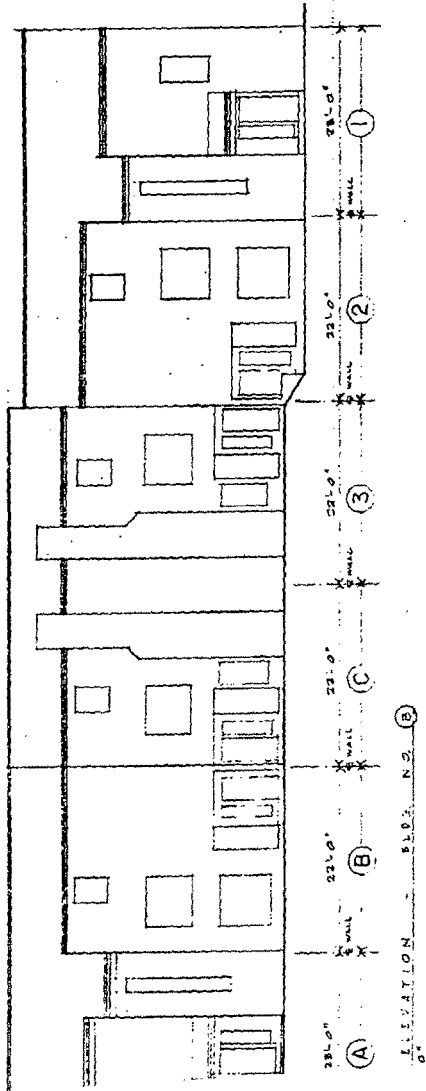


RIGHT SIDE ELEV. - BLDG. NO. 8  
7/8" = 1'-0"

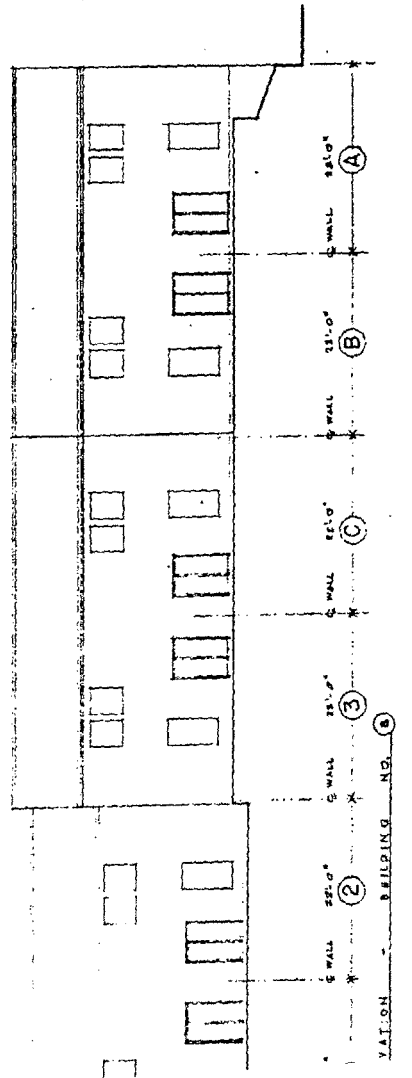
NOTE:  
 1. WALLS 7 & 9 ARE SWIAR IN ELEVATION AS SHOWN AS FOLLOWS:  
 2. THERE ARE NO LEVEL CHANGES IN BLDG. NO. 7  
 3. THERE IS A TWO FOOT LEVEL CHANGE IN BLDG. NO. 9  
 BETWEEN UNITS 8 & 9.  
 4. THESE DRAWINGS ARE SMALL SCALE PARAMETRIC DRAWINGS &  
 SLIGHT VARIATIONS WILL OCCUR IN INTERIOR DIMENSIONS.



LEFT SIDE ELEV. - BLDG. NO. 8  
1/8" = 1'-0"



ELEVATION - BLDG. NO. 2  
1/8" = 1'-0"



ELEVATION - BUILDING NO. 8  
1/8" = 1'-0"

DECLARATION PLAN FOR:  
 PINEHURST  
 A (PLANNED) CONDOMINIUM  
 DEVELOPMENT

UPPER ST. CLAIR TOWNSHIP  
 ALLEGHENY COUNTY, PA.

FOR 1  
 PINEHURST, IND.



I, JAMES H. SCHMIDT, Surveyor  
 do hereby certify that I have  
 examined the above plan and  
 find it to conform to the  
 requirements of the law.  
 JAMES H. SCHMIDT, Surveyor  
 174 S. 37th

DB Vol 5425 pg 3

CODE OF REGULATIONS  
OF  
PINEHURST

---

UPPER ST. CLAIR TOWNSHIP  
ALLEGHENY COUNTY, PENNSYLVANIA

ARTICLE I

Plan of Unit Ownership

Section 1. Property. The property described in the Declaration of Pinehurst, Inc. (hereinafter called the "Declarant") and Declaration Plan recorded simultaneously herewith in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, has been submitted to the provisions of the Act of July 3, 1963, P.L. 196 of the Commonwealth of Pennsylvania, known as the "Unit Property Act", as provided in the said Declaration, and said Property shall hereinafter be known as "Pinehurst".

Section 2. Applicability of Code of Regulations. The provisions of this Code of Regulations are applicable to the Council, the Unit Owners and the Property, (as each is defined in the said Declaration) and to the use and occupancy of the said Property.

Section 3. Office. The office of the Council shall be located at Upper St. Clair, Allegheny County, Pennsylvania.

ARTICLE II

Council

Section 1. Number and Qualification of Members of Council. The number and qualification of members of Council, their duties, powers, election, compensation, liability, duration of their term, their removal, the method of filling vacancies, the procedure for calling meetings and rules governing such meetings shall be as set forth in the said Declaration.

ARTICLE III

Unit Owners

Section 1. Annual Meetings. The time for and the method of calling annual meetings of the Unit Owners shall be as set forth in Article VII of the aforesaid Declaration and any amendments thereto.

Section 2. Place of Meetings. Meetings of the Unit Owners shall be held at the principal office of the Council or at such other suitable place convenient to the Unit Owners as may be designated by the Council.



Section 3. Special Meetings. It shall be the duty of the President, at any time after the first annual meeting of the Unit Owners, to call a special meeting of the Unit Owners if so directed by resolution of the Council or upon a petition signed and presented to the Secretary by not less than 25% in common interest, in the aggregate, of Unit Owners. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting of the Unit Owners at least ten (10) but not more than thirty (30) days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Unit Owner of record, at the building or at such other address as such Unit Owner shall have designated by notice in writing to the Secretary. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice.

Section 5. Adjournment of Meetings. If any meeting of Unit Owners cannot be held because a quorum has not attended, a majority in common interest of the Unit Owners who are present at such meeting,

either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 6. Order of Business. The order of business at all meetings of the Unit Owners shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of Council.
- (f) Reports of committees.
- (g) Election of inspectors of election (when so required).
- (h) Election of members of the Council (when so required).
- (i) Unfinished business.
- (j) New business.

Section 7. Quorum. Except as otherwise provided in the Declaration or in this Code of Regulations the presence in person or by proxy of Unit Owners having one-half (1/2) of the total authorized votes of all Unit Owners shall constitute a quorum at all meetings of the Unit Owners.

ARTICLE IV

Officers

Section 1. Designation. The officers, their powers and duties, their compensation, their election, their removal and the method of filling vacancies in their offices shall be as set forth in Article XIII of the Declaration.

ARTICLE V

Operation of the Property

Section 1. Determination of Common Expenses and Fixing of Common Charges. The use, maintenance, repair and replacement of the common elements, the payment of the cost thereof, the determination of the common expenses, and the manner of collecting said common expenses from the Unit Owners shall be in accordance with the provisions of Article VIII of the said Declaration.

Section 2. The method of adopting and amending the rules governing the details of the use and operation of the Property, including the common elements, shall be as prescribed by the Council pursuant to the exercise of its powers described in Article VI of the Declaration.

ARTICLE VI

Miscellaneous

Section 1. Invalidity. The invalidity of any part of this Code of Regulations shall not impair or affect in any manner the validity, enforceability or effect of the balance of this Code of Regulations.

Section 2. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Code of Regulations, or the intent of any provision thereof.

Section 3. Gender. The use of the masculine gender in this Code of Regulations shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 4. Waiver. No restrictions, condition, obligation or provision contained in this Code of Regulations shall be deemed to have been abrogated or waived by reason of any failure to enforce same, irrespective of the number of violations or breaches thereof which may occur.

ARTICLE VII

Amendments to Code of Regulations

Section 1. Amendments to Code of Regulations. Except as here-  
in provided otherwise, this Code of Regulations following the afore-  
said first annual meeting of the Unit Owners, may be modified or  
amended by the vote of those Unit Owners holding 50% in common in-  
terest of all Unit Owners at a meeting of Unit Owners duly held for  
such purpose, but only with the written approval of those mortgagees  
holding mortgages constituting first liens upon Units representing  
50% in fair market value of all Units constructed on the Property.  
This Section 1 of Article VII, however, may not be amended without  
the consent in writing of the Declarant, so long as the Declarant  
shall be the Owner of one or more Units.

The undersigned, being members of the Council of  
Pinehurst named in the aforesaid Declaration, herewith establish and  
adopt, this 15<sup>th</sup> day of October, 1974,  
the within as the Code of Regulations of Pinehurst  
\_\_\_\_\_ and in witness thereof herewith affix their hands the day  
and year aforesaid.

[Handwritten Signature]  
[Handwritten Signature]  
[Handwritten Signature]

STATE OF PENNSYLVANIA :  
 :  
 COUNTY OF ALLEGHENY : SS:

On this, the 15<sup>th</sup> day of October,  
1974, before me, the undersigned officer, personally appeared  
JEFFREY A. CREAMER, President and  
Falconer Jones, Secretary, who acknowledge that  
they executed the foregoing instrument for the purposes therein con-  
tained.

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

Rose E. Beckner  
(Notary Public)

ROSE E. BECKNER, NOTARY PUBLIC  
MT. LEBANON TWP., ALLEGHENY COUNTY  
MY COMMISSION EXPIRES JULY 12, 1976  
\* WBS 10/15/74

OCT 15 1974 53171

*Upper Clair*

VOL. 5425 PAGE 3  
CODE OF REGULATIONS

OF  
PINEHURST

UPPER ST. CLAIR TOWNSHIP  
ALLEGHENY COUNTY, PENNSYLVANIA

\*\*\*\*\*

13.00  
*JF*

Frank J. Gaffney, Esquire

LAW OFFICES

THORP, REED & ARMSTRONG


2900 GRANT BUILDING

PITTSBURGH, PENNSYLVANIA 15219

288-7721

ALLEGHENY COUNTY, PENNSYLVANIA  
 DEED BOOK 5425 PAGE 3  
 OCTOBER 15 1974  
 DEED  
 REGISTERED

*John J. Gaff*



AMENDMENT NO. 1 TO DECLARATION OF UNIT  
OWNERSHIP OF PINEHURST, INC.

MADK and entered into by Pinehurst, Inc., a Pennsylvania corporation, having a place of business in Mt. Lebanon Township, Allegheny County, Pennsylvania (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS the Declarant has heretofore filed a document entitled "DECLARATION OF UNIT OWNERSHIP OF PINEHURST, INC." (hereinafter referred to as "Declaration") in the office of the Recorder of Deeds of Allegheny County, Pennsylvania in Deed Book Volume 5354, page 101; and

WHEREAS the Declarant desires to amend the said Declaration and to record the same as Amendment No. 1 to the said Declaration.

NOW, THEREFORE, the Declarant, on behalf of itself, its successors and assigns, as the Owner of the parcels described in Exhibits "A" and "B" to the said Declaration, and for the purposes hereinafter set forth, declares as follows:



5425

p. 22

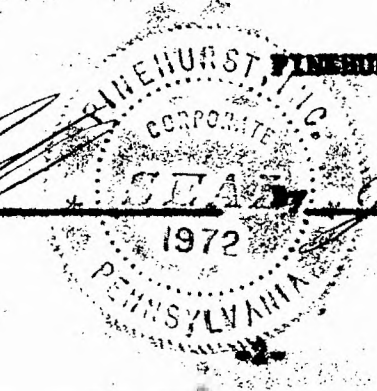
1. Article VIII, Paragraph 17 of the aforesaid Declaration is herewith and hereby amended by deleting the said Paragraph 17 and substituting therefor the following:

17. Water. Water shall be supplied to the Property by a utility company and each Unit Owner shall be required to pay the bills for such water consumed or used on a pro-rata share determined by the Council dividing the total square footage of all townhouses theretofore conveyed by the Declarant into the square footage of said Owner's Unit.

2. The within described amendment to Article VIII, Paragraph 17 is herewith declared effective immediately.

IN WITNESS WHEREOF, the Declarant has caused this Amendment No. 1 to the Declaration to be executed by its duly authorized officers and its corporate seal to be hereunto affixed this 15th day of October, 1974.

ATTEST:



*Jeffrey A. Casanova*  
President

**A C K N O W L E D G E M E N T**

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

On this the *15th* day of *October*,  
1974, before me, the undersigned officer, personally appeared  
*Jeffrey A. Cramer*, who, acknowledged himself to  
be the President of **PINEHURST, INC.**, a corporation, and that he  
as such President, being authorized to do so, executed the fore-  
going 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.**

*Rose E. Bachner*  
ROSE E. BACHNER, NOTARY PUBLIC  
MT. LEBANON, PA.  
MY COMMISSION EXPIRES  
member, Pennsylvania Association of Notaries



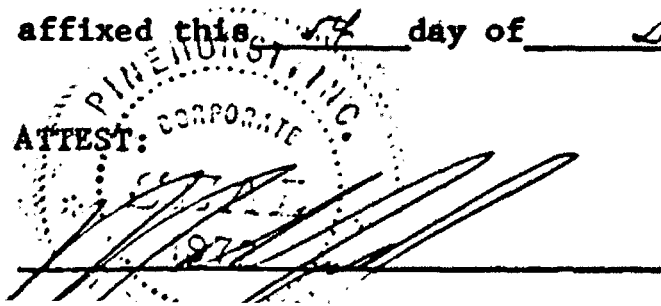
SUPPLEMENT TO ARTICLE IV, PARAGRAPH 3  
OF  
DECLARATION OF UNIT OWNERSHIP  
OF  
PINEHURST, INC.

ARTICLE IV, Paragraph 3 of the said Declaration is hereby supplemented for the purpose of specifying, as of September 3, 1974 and until changed at a later date by appropriate amendment to the Declaration, the precise percentage interest in the Common Elements within the Property of each Owner of the 30 units constructed on the Property as of that date. These percentages are as follows:

<u>UNIT DESCRIPTION</u> <u>(By number or letter designation)</u>	<u>UNIT PERCENTAGE</u>	<u>TOTAL UNIT PERCENTAGES</u>
Nos. 1 and "A" in Buildings 1 through 6	2.91	34.92
Nos. 2, 3, "B" and "C" in Buildings 1, 3 and 4	3.51	42.12
Nos. 2 and "B" in Buildings 2, 5 and 6	3.83	<u>22.98</u>

Total - 100 percent

IN WITNESS WHEREOF the Declarant has caused the within Supplement to ARTICLE IV, Paragraph 3 to be executed by its duly authorized officers and its corporate seal to be hereunto affixed this 5<sup>th</sup> day of December, 1974.

ATTEST: 

PINEHURST, INC.

By   
President

A F F I D A V I T

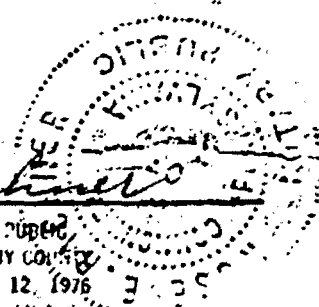
COMMONWEALTH OF PENNSYLVANIA :  
: ss:  
COUNTY OF ALLEGHENY . :

On this the *5th* day of *December*,  
1974, before me, the undersigned officer, personally appeared  
JEFFREY A. CREAMER, who, acknowledged himself to be the President  
of PINEHURST, INC., 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 corpora-  
tion by himself as President.

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

*Rose E. Bachner*

ROSE E. BACHNER, NOTARY PUBLIC  
MT. LEBANON TWP., ALLEGHENY COUNTY  
MY COMMISSION EXPIRES JULY 12, 1976  
Member, Pennsylvania Association of Notaries



3 DEC 9 1974

61848  
61848

SUPPLEMENT TO ARTICLE IV,  
PARAGRAPH 3 OF DECLARATION  
OF UNIT OWNERSHIP OF  
PINEHURST, INC.

VOL. 5440

PAGE 501

RECORDER OF DEEDS  
ALLEGHENY COUNTY, PA.  
DEC 9 11 32 AM '74

VOL. 5440

PAGE 503

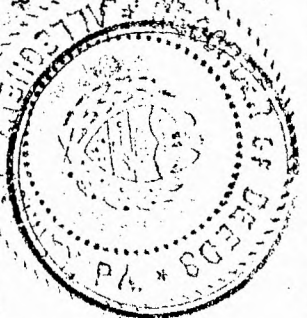
700/99

Mail to:  
Pinehurst, Inc.  
470 Washington Rd.  
Pittsburgh, Pa. 15228

STATE OF PENNSYLVANIA ) S.S.  
COUNTY OF ALLEGHENY )

RECORDED IN THE OFFICE FOR THE RECORDING OF DEEDS, ETC. IN AND FOR THE SAID COUNTY, ON THIS 9th Day of December A. D. 1974 IN DEED OF BOOK VOL. 5440 PAGE 501. WITNESS MY HAND AND SEAL OF SAID OFFICE, THE DAY AND YEAR AFORESAID.

*John J. [Signature]*  
RECORDER



J-327747

SH

FIRST AMENDMENT TO THE  
SUPPLEMENT TO ARTICLE IV, PARAGRAPH 3  
OF  
DECLARATION OF UNIT OWNERSHIP  
OF  
PINEHURST, INC.

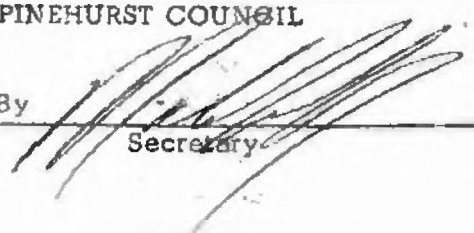
The Supplement to Article IV, Paragraph 3 of the said Declaration is hereby amended for the purpose of changing and establishing, until changed again at a later date by another amendment to the aforesaid Supplement, the precise percentage interest in the Common Elements within the Property of each Owner of the 48 units upon the completion of Units now under construction. The percentages are as follows:

<u>UNIT DESCRIPTION</u> (By number or letter designation)	<u>UNIT PERCENTAGE</u>	<u>TOTAL UNIT PERCENTAGES</u>
Nos. 1 and "A" in Buildings 1 through 6	1.78	21.36
Nos. 2, 3, "B" and "C" in Buildings 1, 3 and 4	2.16	25.92
Nos. 2 and "B" in Buildings 2, 5 and 6	2.36	14.16
Nos. 1 and "A" in Buildings 7, 8 and 9	1.96	11.76
Nos. 2 and "B" in Buildings 7, 8 and 9	2.13	12.78
Nos. 3 and "C" in Buildings 7, 8 and 9	2.33	<u>13.98</u>
		100%

IN WITNESS WHEREOF the Council of Pinehurst has caused this Amendment to the aforesaid Supplement to Article IV, Paragraph 3 to be executed by its duly authorized officers this eighteenth day of November, 1975.

PINEHURST COUNCIL

By

  
Secretary

PINEHURST COUNCIL

By

  
President

DEC 4 1975 2 64896

VOL. 5552 PAGE 605

1st Adm to Cont. II Pg. 3.

Frederick Am

600 J

TO BE MAILED

Penichunt Ave.  
466 Castle Shannon Blvd.  
Pittsburgh, Pa. 15234

STATE OF PENNSYLVANIA }  
COUNTY OF ALLEGHENY } S.S.  
RECORDED IN THE OFFICE FOR THE RECORDING OF  
DEEDS, ETC., OF THE COUNTY OF ALLEGHENY, ON THIS 4th DAY  
OF December 1975 IN DEED  
BOOK 5552 PAGE 605 WITNES MY HAND AND SEAL  
THIS 4th DAY AND YEAR AFORESAID.

John J. [Signature]

RECORDER





DECLARATION OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, Pinehurst, Inc., a Pennsylvania corporation, having a place of business in Mt. Lebanon Township, Allegheny County, Pennsylvania, has heretofore filed in the Office of the Recorder of Deeds of the said Allegheny County, a Declaration, pursuant to the Unit Property Act of July 3, 1963, P.L. 196, Act No. 117 of the Commonwealth of Pennsylvania, which said Declaration has been recorded in said Office in Deed Book Volume 5354 at page 101; and

WHEREAS, the said Pinehurst, Inc. is referred to in said Declaration as the Declarant; and

WHEREAS, Declarant has constructed certain buildings and other improvements on certain land described in said Declaration in Exhibits "A" and "B" thereto; and

WHEREAS, Article V, Paragraph 1(b) of said Declaration declares and grants easements for utility purposes, including those more specifically described in said paragraph, in, over, under, along and on those parts of the Common Elements or Units or buildings as may be determined by Declarant; and

WHEREAS, said paragraph further provides that said easements are also granted for the benefit of the parcels of real estate described in Exhibit "B" to said Declaration; and

WHEREAS, Declarant has determined that such an easement should be declared for the benefit of a part of the said lands described

in said Exhibit "B", which part is more fully described in Exhibit I hereto, in certain of the Common Elements described in the said Declaration.

NOW, THEREFORE, the said Declarant herewith determines that an easement, heretofore declared and granted by the aforesaid Declaration as aforesaid, for utility purposes, including those specified in Article V, Paragraph 1(b) of the said Declaration and for the landscaping of the same as the owner of the land described in said Exhibit I hereto deems appropriate, exists, for the benefit of the said land described in said Exhibit I, in that part of the Common Elements, situate in the land described in Exhibit "B" to the said Declaration, which is more fully described as follows:

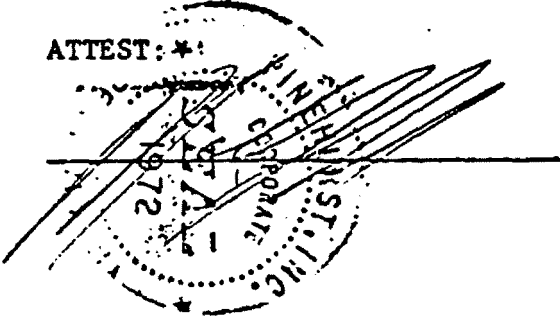
ALL of that certain parcel of real property situated in Upper St. Clair Township, Allegheny County, Pennsylvania, bounded and described as follows: .

BEGINNING at a point on the line of land now or formerly of E. C. Fife, said point being the westerly corner of Pinehurst Plan Number 1, as recorded in Plan Book Volume 93, Page 153 and 154; thence along said land now or formerly of E. C. Fife, N 64° 54' E a distance of 17.00 feet to a point; thence through said Pinehurst Plan Number 1, S 21° 42' 58" E a distance of 288.00 feet to a point; thence along the easterly line of the Amendment to Pinehurst Plan Number 1, N 25° 06' W a distance of 287.50 feet to a point, said point being the point of beginning.

As provided in Article V, Paragraph 1(e) of said Declaration, the aforesaid easement and rights described herein is an easement appurtenant, running with the land, perpetually in full force and effect and at all times shall inure to the benefit of and be binding on the Declarant, its successors and assigns, and any owner, purchaser, lessee, mortgagee and other person having an interest in the said land described in the said Exhibit I hereto.

IN WITNESS WHEREOF, the Declarant has hereunto  
caused its name and common corporate seal to be affixed by its duly  
authorized officers this 13th day of October, 1977.

ATTEST: \*:



PINEHURST, INC.

By *J. A. Caswell*

EXHIBIT B

ALL THAT CERTAIN PARCEL OF LAND situate in Upper St. Clair Township, County of Allegheny and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point in Lesnett Road at the South line of property now or formerly of E. C. Fife; thence along the South line of property now or formerly of E. C. Fife, North  $74^{\circ} 49'$  East 47.70 feet; thence along the same and property now or formerly of W. H. Sossong, North  $64^{\circ} 54'$  East 692.01 feet to line of land now or formerly of Castle Shannon Coal Co.; thence along said line, South  $25^{\circ} 06'$  East 206.58 feet to a point; thence along the same, South by said line, the following courses and distances:

- (a) South  $75^{\circ} 53' 25''$  West 155.69 feet;
- (b) in a Southeasterly direction by the arc of a circle curving to the left with a radius of 813 feet, an arc distance of 119.11 feet;
- (c) South  $84^{\circ} 15' 53''$  West 116 feet;
- (d) South  $2^{\circ} 54' 21''$  West 307.99 feet;
- (e) North  $84^{\circ} 23' 38''$  West 100 feet;
- (f) Southeastwardly by the arc of a circle curving to the left with a radius of 592.38 feet, an arc distance of 173.11 feet.
- (g) South  $23^{\circ} 21'$  East 59.47 feet; and
- (h) South  $34^{\circ} 29'$  West 108.97 feet to a point in Lesnett Road;

thence through Lesnett Road, North  $53^{\circ} 31'$  West                      feet to an angle in said Road; thence in and along the same, North  $41^{\circ} 02'$  West 207.10 feet; thence continuing through the same, North  $39^{\circ} 48'$  West 220.20 feet; thence through the same, North  $35^{\circ} 57'$  West 485.90 feet; thence through the same, North  $62^{\circ} 42'$  West 115.70 feet to the place of beginning.

EXHIBIT "1"



NON-SUBMISSION OF PROPERTY

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, Pinehurst, Inc., a Pennsylvania corporation, having a place of business in Mt. Lebanon Township, Allegheny County, Pennsylvania, has heretofore filed in the Office of the Recorder of Deeds of the said Allegheny County, a Declaration, pursuant to the Unit Property Act of July 3, 1963, P.L. 196, Act No. 117 of the Commonwealth of Pennsylvania, which said Declaration has been recorded in said Office in Deed Book Volume 5354 at page 101 ; and

WHEREAS, the said Pinehurst, Inc. is referred to in said Declaration as the Declarant; and

WHEREAS, the Declarant, by Article XIV, Paragraph 1 of said Declaration has heretofore reserved to itself, its successors and assigns, the right not to submit to the aforesaid Unit Property Act any or all of those parcels of land described on Exhibit "B" to the said Declaration; and

WHEREAS, the said Declaration provides in said Article and said paragraph that this right of Declarant may be exercised by a filing in the Recorder of Deeds Office of Allegheny County, Pennsylvania of, inter alia, an instrument executed by Declarant, its successors or assigns, reciting a description of the property which is not being submitted to the said Act; and

WHEREAS, said Article and said paragraph further provides

that the recording of any such instrument will be notice to, and binding upon, all Unit Owners and their mortgagees of the exercise by the Declarant, its successors or assigns, of the said right; and

WHEREAS, the Declarant has determined to exercise the said right in the aforesaid manner.

NOW, THEREFORE, the said Declarant, for itself, its successors and assigns, herewith declares, recites and sets forth that the property hereinafter described, which is owned by the Declarant, is not being submitted to the aforesaid Unit Property Act. Said property is herewith described as follows:

ALL THAT CERTAIN PARCEL OF LAND situate in Upper St. Clair Township, County of Allegheny and Commonwealth of Pennsylvania, bounded and described as follows:

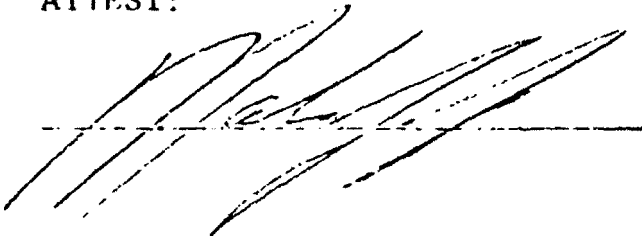
BEGINNING at a point in Lesnett Road, at the dividing line between lands of Pinehurst, Inc. and lands now or formerly of E. C. Fife; thence along the dividing line, North  $74^{\circ} 49'$  East, 47.70 feet; thence North  $64^{\circ} 54'$  East, 380.94 feet; thence through lands of Pinehurst, Inc., South  $25^{\circ} 06'$  East, 379.21 feet; South  $2^{\circ} 54' 21''$  East, 307.99 feet; South  $15^{\circ} 29' 29''$  West, 143.92 feet to a point in Lesnett Road; thence through Lesnett Road, the following courses and distances: North  $39^{\circ} 48'$  West, 220.20 feet; North  $35^{\circ} 57'$  West, 485.90 feet and North  $62^{\circ} 42'$  West, 115.70 feet to the point at the place of beginning.

CONTAINING 4.537 acres. /


Being a part of the same parcel of land described in the aforesaid Exhibit "B" to the aforesaid Declaration.

IN WITNESS WHEREOF, the Declarant has hereunto caused its name and common corporate seal to be affixed by its duly authorized officers this 13th day of October, 1977.

ATTEST:

A large, stylized handwritten signature in black ink, written over a horizontal dashed line.

PINEHURST, INC.

By A handwritten signature in black ink, written over a horizontal dashed line.





**FIRST AMENDMENT TO DECLARATION OF  
EASEMENT DECLARED BY PINEHURST, INC.**

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, the undersigned, Pinehurst, Inc., a Pennsylvania corporation, having a place of business in Mt. Lebanon Township, Allegheny County, Pennsylvania has heretofore filed in the Office of the Recorder of Deeds of the said County a Declaration of Easement recorded on October 18, 1977 in Deed Book Volume 5853 at page 377; and

WHEREAS, the undersigned desires to amend the description set forth on Exhibit "1" by inserting in the same a course and distance inadvertently omitted from the said Exhibit "1" as recorded.

NOW, THEREFORE, the undersigned does herewith amend the said Exhibit "1" to the said Declaration of Easement by substituting for said Exhibit "1" the following description:

"ALL THAT CERTAIN PARCEL OF LAND situate in Upper St. Clair Township, County of Allegheny and Commonwealth of Pennsylvania, bounded and described as follows:

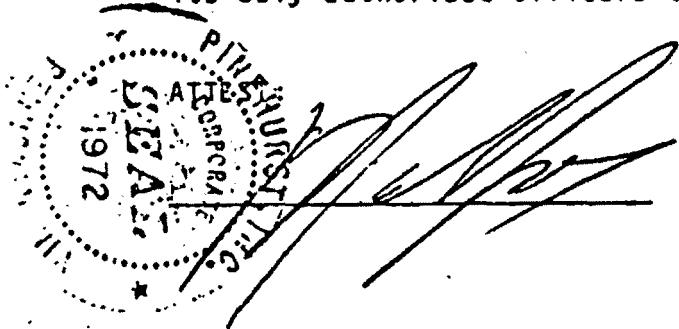
BEGINNING at a point in Lesnett Road at the South line of property now or formerly of E. C. Fife; thence along the South line of property now or formerly of E. C. Fife, North  $74^{\circ} 49'$  East 47.70 feet; thence along the same and property now or formerly of W. H. Sossong, North  $64^{\circ} 54'$  East 592.01 feet to line of land now or formerly of Castle Shannon Coal Co.; thence along said line, South  $25^{\circ} 06'$  East 206.58 feet to a point; thence along the same, South  $17^{\circ} 06'$  East 127.38 feet to a point; thence the following courses and distances:

- (a) South  $75^{\circ} 53' 25''$  West 155.69 feet;
- (b) in a Southeasterly direction by the arc of a circle curving to the left with a radius of 813 feet, an arc distance of 119.11 feet;

- (c) South 84° 15' 53" West 116 feet;
- (d) South 2° 54' 21" West 307.99 feet;
- (e) North 84° 23' 38" West 100 feet;
- (f) Southeastwardly by the arc of a circle curving to the left with a radius of 592.38 feet, an arc distance of 173.11 feet;
- (g) South 23° 21' East 59.47 feet; and
- (h) South 34° 29' West 108.97 feet to a point in Lesnett Road;

thence through Lesnett Road, North 55° 31' West 127.90 feet to an angle in said Road; thence in and along the same, North 41° 02' West 207.10 feet; thence continuing through the same, North 39° 48' West 220.20 feet; thence through the same, North 35° 57' West 485.90 feet; thence through the same, North 62° 42' West 115.70 feet to the place of beginning."

IN WITNESS WHEREOF the undersigned, Pinehurst, Inc., has hereunto caused its name and corporate seal to be affixed by its duly authorized officers this 22<sup>nd</sup> day of June, 1978.



PINEHURST, INC.

By J. P. Carr  
President

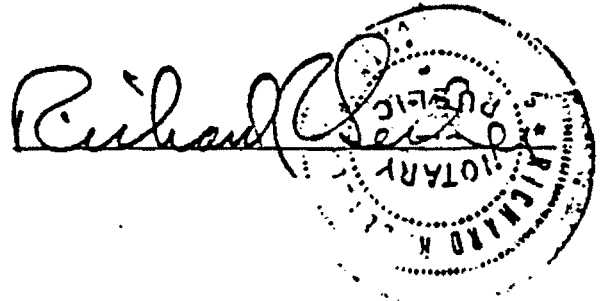
A C K N O W L E D G M E N T

COMMONWEALTH OF PENNSYLVANIA :  
: SS:  
COUNTY OF ALLEGHENY :

On this 22<sup>nd</sup> day of June, 1978, before me a Notary Public the undersigned officer, personally appeared JEFFREY A. CREAMER, who acknowledged himself to be the President of Pinehurst, Inc., a corporation, and that he as such President, being authorized to do so, executed the foregoing First Amendment to Declaration of Easement Declared by Pinehurst, Inc. 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.

RICHARD R. SETLER, Notary Public  
Pittsburgh, Allegheny County, PA  
My Commission Expires June 5, 1982



SUPPLEMENT TO THE FIRST AMENDMENT  
TO THE SUPPLEMENT TO ARTICLE IV,  
PARAGRAPH 3 OF THE DECLARATION OF  
UNIT OWNERSHIP OF PINEHURST, INC.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Pinehurst, Inc., a Pennsylvania corporation having a place of business in Allegheny County, Pennsylvania having previously filed in the Recorder of Deeds Office of said County a Declaration of Unit Ownership which has been recorded in Oeed Book Volume 5354 at page 101 and having thereafter filed in said Office a First Amendment to the Supplement to Article IV, Paragraph 3 of said Declaration, which said First Amendment has been recorded in said Office in Oeed Book Volume 5552 at page 605.

WHEREAS, said First Amendment, as recorded, does not show an acknowledgment as part of the said recorded document; and

WHEREAS, the undersigned desires to supplement the said First Amendment by including as part thereof an acknowledgment by the President of the undersigned that the said First Amendment is, indeed, an instrument of the undersigned.

NOW, THEREFORE, the undersigned does hereby supplement the aforesaid First Amendment by supplying thereto, as though the same had been originally included as part of the said recorded First Amendment, the following:

" A C K N O W L E D G M E N T "

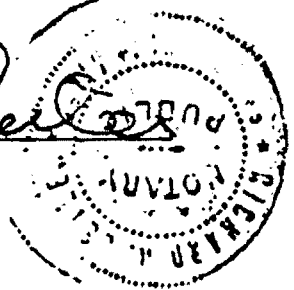
COMMONWEALTH OF PENNSYLVANIA :  
: SS:  
COUNTY OF ALLEGHENY :

On this 22<sup>nd</sup> day of June, 1978, before me a Notary Public the undersigned officer, personally appeared JEFFREY A. CREAMER, who acknowledged himself to be the President of Pinehurst, Inc., a corporation, and that he as such President, being authorized to do so, executed the foregoing First Amendment to the Supplement to Article IV, Paragraph 3 of the Declaration of Unit Ownership of Pinehurst, Inc. 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."

RICHARD R. SEILER, Notary Public  
Pittsburgh, Allegheny County, PA  
My Commission Expires June 5, 1982

*Richard R. Seiler*



IN WITNESS WHEREOF the Declarant has caused the within Supplement to the First Amendment to the Supplement to Article IV, Paragraph 3 of the Declaration of Unit Ownership of Pinehurst, Inc. to be executed by its duly authorized officers and its corporate Seal to be hereunto affixed this 22<sup>nd</sup> day of June, 1978.



*[Signature]*

PINEHURST, INC.

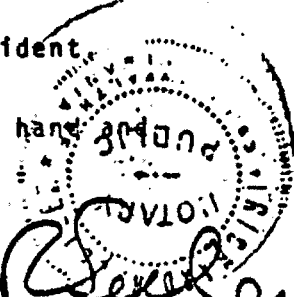
By *J. A. Creamer*  
President

A C K N O W L E D G M E N T

COMMONWEALTH OF PENNSYLVANIA :  
: SS:  
COUNTY OF ALLEGHENY :

On this 22<sup>nd</sup> day of June, 1978, before me, the under-  
signed officer, personally appeared JEFFREY A. CREAMER, who,  
acknowledged himself to be the President of PINEHURST, INC., a cor-  
poration, and that he as such President, being authorized to do so,  
executed the foregoing Supplement to the First Amendment to the  
Supplement to Article IV, Paragraph 3 of the Declaration of Unit  
Ownership of Pinehurst, Inc. for the purposes therein contained by  
signing the name of the corporation by himself as President.

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



*Richard R. Seiler*

RICHARD R. SEILER, Notary Public  
Pittsburgh, Allegheny County, PA  
My Commission Expires June 5, 1982

SUPPLEMENT TO THE FIRST AMEND-  
MENT TO THE SUPPLEMENT TO  
ARTICLE IV, PARAGRAPH 3 OF THE  
DECLARATION OF UNIT OWNERSHIP  
OF PINEHURST, INC

800  
P

Frank J. Gaffney, Esquire

LAW OFFICES

THORP, REED & ARMSTRONG

2900 GRANT BUILDING

PITTSBURGH, PENNSYLVANIA 15219

288-7721



V. 07.11.11



STATE OF PENNSYLVANIA }  
COUNTY OF ALLEGHENY } S.S.

RECORDED IN THE OFFICE FOR THE RECORDS,  
DEEDS, ETC. IN AND FOR THE SAID COUNTY, ON THIS 2  
OF June A.D. 18 78 IN DEED  
BOOK VOL. 5958 PAGE 225 WITNESS MY HAND  
OF SAID OFFICE, THE DAY AND YEAR AFORESAID.

*John J. Gled*

REC

Rights-of-Way of Record

The following rights-of-way in favor of specified utilities are recorded in the Deed Book Volumes indicated:

- a. Sewer easement over Baker-Lloyd tract recorded in DBV 5198, page 247
- b. Right-of-way in favor of Peoples Natural Gas Company recorded in DBV 5289, page 57
- c. Easement and right-of-way in favor of Western Pennsylvania Water Company recorded in DBV 5292, page 728
- d. Easement and right-of-way in favor of The Bell Telephone Company of Pennsylvania recorded in DBV 5293, page 271
- e. Right-of-way in favor of West Penn Power Company recorded in DBV 5307, page 81
- f. Easement and right-of-way in favor of Western Pennsylvania Water Company recorded in DBV 5870, page 167

7/13/79