

GIVE TO EZ

(TIN) 25-1755332

DECLARATION

COXCOMB HILL ROAD CONDOMINIUMS

ARTICLE I

SUBMISSION: DEFINED TERMS

Section 1. Declarant; Property; County; Name.  
Geminae Builders, Inc., a Pennsylvania corporation having its principal place of business at 1300 Brighton Road, Pittsburgh, Pennsylvania 15233, owner in fee simple of the land ("Land") described in Exhibit "A" and "B" attached hereto and incorporated herein, located in the Borough of Plum, Allegheny County, Pennsylvania, hereby submits that land and the improvements constructed thereupon ("Building"), together with all easements, rights and appurtenances thereunto belonging ("Property") to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. § 3101 et. seq. ("Act"), and hereby creates with respect to the Property a flexible condominium to be known as the "Coxcomb Hill Road Condominiums" ("Condominium"), by reserving the option to withdraw certain real estate ("Withdrawable Real Estate") and to convert certain convertible real estate ("Convertible Real Estate") as described in Exhibit "C".

Section 2. Easements. The Property is so submitted subject to all the recorded easements and all other matters set forth on Exhibit "D" hereto.

Section 3. Defined Terms.

(a) Terms not otherwise defined herein, in the Bylaws or in the Plats and Plans, as they may be amended, shall have the meanings specified or used in the Act.

(b) The following terms, some of which are used or defined in general terms in the Act, shall have specific meanings hereunder and under the Bylaws as follows:

(1) "Amendment" means an amendment to this Declaration of Condominium or to any other of the Condominium Documents as provided herein.

(2) "Association" means the association of persons owning Units in the Condominium and designated as the Coxcomb Hill Road Condominium Association.

(3) "Building" or "Buildings" means, as the context indicates, means one or more buildings, containing Residential Condominium Units and Common Elements constructed on the Land and any building containing additional Condominium Units and Common Elements constructed pursuant to the exercise of Declarant's Special Rights relative to Withdrawable and Convertible Real Estate.

(4) "Bylaws" means the Bylaws of the Association.

(5) "Common Elements" means and includes:

(i) the Land on which the Building(s) is located and those portions of the Building(s) which are not included in any Unit;

(ii) the foundations, structural parts, supports, main walls, roofs, halls, corridors, lobbies, stairways, entrances, and exits of the Building(s);

(iii) the yards and facilities, sidewalks, surface parking spaces allocated to guest use, and any improvements which support or sustain all of same;

(iv) the private street for ingress, egress and regress shown on the Plan;

(v) portions of the Land and Building(s), if any, used exclusively for the management, operation or maintenance of the Common Elements;

(vi) installations of all central services and utilities;

(vii) all apparatus and installations existing for common use, including without limitation, exterior building improvements;

(viii) all other elements of the Building(s) necessary or convenient to its existence, management, operation, maintenance and safety;

(ix) such other facilities as are designated by this Declaration as Common Elements;

(x) the term Common Elements shall include Limited Common Elements as hereinbefore defined, except as otherwise specified.

(6) "Common Expenses" means and includes:

A. In General

(i) expenses of administration, maintenance, repair or replacement of the Common Elements and facilities and, except as limited hereby, of the Limited Common Elements and facilities;

(ii) expenses determined to be Common Expenses by the Act or by this Declaration or by the Bylaws;

(iii) expenses determined to be Common Expenses by the Executive Board and lawfully assessed against the Unit Owners in accordance with the Bylaws;

(iv) "common expenses" shall mean charges or expenses as the case may be;

(v) the expense, if ever occurring, of installation of cable or common television service to the building shall be a Common Expense;

(vi) utility charges for utility services to the Common Elements.

B. Utilities

(i) The use of electricity, gas, water and sewage services supplied for the benefit of each Unit and its respective Limited Common Elements shall be separately metered, and the costs therefor shall be paid by each Unit Owner. The use of such services for the benefit of the Common Elements shall be separately metered and the costs therefor shall be allocated as a Common Expense.

(7) "Condominium" means the Land, Building and Property submitted to the Act and designated as the Coxcomb Hill Road Condominium.

(8) "Condominium Documents" means this Declaration of Condominium, the Bylaws, the Rules and Regulations, if any, as promulgated by the Executive Board and any subsequent amendments to these documents.

(9) "Convertible Real Estate" means a portion of this Flexible Condominium not within a Building containing a Unit, within which additional Units or Limited Common Elements, or both, may be created.

(10) "Declarant" means the Declarant and all successors and assigns to its Special Declarant Rights.

(11) "Declaration" means this instrument and all amendments hereto.

(12) "Executive Board" means the Executive Board of the Coxcomb Hill Road Condominium Association which shall act on behalf of the Association.

(13) "Flexible Condominium" means a condominium containing withdrawable or convertible real estate, a condominium to which additional real estate may be added or a combination thereof. The Flexible Condominium created hereby provides for Withdrawable and Convertible Real Estate.

(14) "Land" means the land described in Exhibit "A" attached hereto and incorporated herein. In the event of the exercise of Declarant's Special Right to add Additional Real Estate, "Land" will mean the land described in Exhibit "A" less any of the land described in Exhibit "B" which has been withdrawn from the Condominium by Declarant's exercise of its Special Declarant Right.

(15) "Limited Common Elements" means portions of the Common Elements allocated to the exclusive use and enjoyment of a specific Unit or limited number of Units. Such portions so allocated include, if applicable, balconies, decks, porches and patios as indicated on the Plats.

(16) "Lot" means any of the parcels of real property described in Exhibit "A" to this Declaration, of which Lot C has been unreservedly submitted to the Act and the remainder have been made subject to Special Declarant Rights.

(17) "Majority" or "Majority of the Unit Owners" means the owners of more than fifty percent (50%) of the Common Elements.

(18) "Mortgages" means any lender holding a first mortgage encumbering any Unit.

(19) "Percentage Interest" means each Unit Owner's undivided ownership interest in the Common Elements as set forth in Exhibit "C" attached hereto and incorporated herein.

(20) "Person" means a natural individual, corporation, partnership, association, trustee, or other legal entity.

(21) "Plats and Plans" means the Plats and Plans incorporated herein and recorded simultaneously herewith.

(22) "Property" means the Land with all easements, rights and appurtenances thereunto belonging and the Building or buildings constructed thereupon.

(23) "Resident" means any lawful occupant of a Unit except a Unit Owner, including lessees under lease from a Unit Owner.

(24) "Rules and Regulations" means rules and regulations promulgated by the Executive Board in accordance with the Condominium Documents and the Act.

(25) "Special Declarant Rights" or "Declarant's Special Rights" means the reservation of options or other rights for the benefit of the Declarant as provided in Section 3103 of the Act, including the right to withdraw Withdrawable Real Estate and to convert Convertible Real Estate.

(26) "Unit" means a Unit as described herein and in the Plats and Plans.

(27) "Unit Designation" means the number, letter or combination thereof designating a Unit on the Plan.

(28) "Unit Owner" means the person or persons owning a Unit in fee simple.

## ARTICLE II

### BUILDING ON THE LAND: UNIT BOUNDARIES

Section 1. Location of Building. The location, dimensions and area of the Building are shown on Exhibit "B". The approximate locations, dimensions and areas of the possible Buildings and Units subject to the Declarant's Special Rights to withdraw Withdrawable Real Estate and to convert Convertible Real Estate are shown on Exhibit A. No assurances are given as to the general description of all other improvements and Limited Common Elements that may be made or erected upon or created on any portion of the Withdrawable or Convertible Real Estate.

Section 2. Location of Units and Percentage Interests in the Common Elements.

(a) The location, dimensions and area of the Units within the Building are shown on the Plans. A list of all Units, their respective identifying numbers, and the Percentage Interest in the Common Elements appurtenant to each Unit are contained in Exhibit "E". Each Unit shall be allocated a sixteen and two thirds percent (16.66%) interest in the Common Elements. Except as provided in Article II, Section 2(b) hereof, Percentage Interests shall not be altered except by an Amendment to this Declaration executed by all Unit Owners affected thereby. The total undivided interest in Common Elements assigned to all Units shall at all times aggregate one hundred percent (100%).

(b) Provided, however, in the event the Declarant exercises his Special Declarant Rights to withdraw Withdrawable Real Estate and/or to convert Convertible Real Estate, the Percentage Interest in the Common Elements appurtenant to each Unit shall be determined by dividing one hundred percent (100%) by the revised number of Units in the Condominium.

Section 3. Location of Common Elements. The locations of the Common Elements are shown on the Plats and Plans. Balconies, porches, patios and decks shown adjacent to any Unit are Limited Common Elements appurtenant to such Unit.

Section 4. Unit Boundaries. Each Unit consists of the space within the following boundaries:

(a) Upper and Lower (Horizontal) Boundaries: The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the vertical boundaries:

- (1) Upper Boundary: Interior of the Roof
- (2) Lower Boundary: Interior of Basement Floor

(b) Parametric (Vertical) Boundaries: The parametric boundaries of the Unit shall be the vertical planes, extended to Intersections with the upper and lower boundaries, formed by the Unit-side (inside) surface of the walls which surround the Unit and including front and back doors and windows, if applicable.

(c) Balconies, decks, porches, and patios, if any, as may exist are Limited Common Elements allocated solely to the Unit to which it is appurtenant. The boundary of such Limited Common Elements shall extend beyond the exterior perimeter wall out to the vertical plane made by the inside surface of the perimeter fences or walls, if any, on said balcony, deck, porch or patio. The horizontal floor surface of said Unit shall prescribe the lower boundary of the balcony, deck, porch or patio and the horizontal surface of the plane created by a horizontal extension of the Unit's ceiling shall prescribe the upper boundary of the balcony, deck, porch or patio. The air space over the balcony, deck, porch or patio, thus described, shall constitute part of the Limited Common Elements. The wall and windows and doors, if any between the balcony, deck, porch or patio and the rest of the Unit shall be a Limited Common Element.

(d) Each Unit shall include the items within the boundaries as described in Paragraphs (1) and (3) of § 3202 of the Act and shall have the benefit of the use of the Limited Common Elements described in § 3202 of the Act, or designated on the Plans, as being allocated to such Unit.

(e) The Unit identification numbers are shown in Exhibit "B".

(f) If any chute, flue, duct, wire, pipe, conduit, bearing wall, window, door bearing column or other fixture or structural element lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element allocated solely to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements.

(g) Subject to the provisions of Paragraph (f) above, all spaces, interior partitions and other fixtures and improvements within the boundaries of a Unit are a part of the Unit. Interior partitions may be moved, removed or replaced only upon prior written approval of the Executive Board, which shall not be withheld unreasonably. In the event a Unit Owner does move, remove or replace any interior partitions, no amendment of the Plats and Plans shall be necessary.

Section 5. Maintenance Responsibilities. Each Unit Owner shall be obligated to maintain and repair his Unit and to make replacements when appropriate. Maintenance, repair and appropriate replacements in the Common Elements, including the Limited Common Elements shall be the right and obligation of the Association in accordance with the provisions of § 3307 of the Act.

### ARTICLE III

#### VOTING AND COMMON EXPENSES

##### Section 1. Voting.

(a) At any meeting of the Association, the Unit Owners of each Unit, collectively, shall be entitled to cast one (1) vote.

(b) In the event the Declarant exercises its right to withdraw Withdrawable Real Estate and/or to convert Convertible Real Estate, the Unit Owners of each added or converted Unit shall be collectively entitled to one (1) vote per Unit.



Section 2. Common Expenses.

(a) Common expenses shall be assessed against each Unit in accordance with the Percentage Interest in the Common Elements appurtenant to each Unit.

(b) In the event the Declarant exercises its Special Declarant's Rights to withdraw Withdrawable Real Estate and/or to convert Convertible Real Estate, the Common Expenses assessed against each completed Unit shall be determined by dividing the Common Expenses by the revised number of Units in the Condominium.

ARTICLE IV

USE RESTRICTIONS

Section 1. Use, Purposes and Restrictions. The uses of the Property, and the purposes for which the Building(s) and each of the Units therein and Common Elements are intended, shall be in accordance with the following provisions and shall apply also to Units constructed upon Additional Real Estate and upon Convertible Real Estate:

(1) Use of Units.

(a) No Unit (except any Unit owned by the Declarant and used by it as a sales office, administration office, model or storage facility) shall be used for any purpose other than as a residence for the use of one family.

(b) Unit Owners may lease their individual Units. Any lease of a Unit shall be in writing and shall have a clause making any substantial and material breach of the Condominium Documents a breach of said lease. Any lease whose term exceeds one (1) year, must be approved in writing by the Executive Board prior to execution, such approval not to be withheld unreasonably. The Declarant shall be entitled to lease Units owned by it, and in the event of its exercise of the Special Declarant Rights to withdraw Withdrawable Real Estate and/or to convert Convertible Real Estate, Declarant may lease such Units. Rental of Declarant owned Units shall not require Executive Board approval.

(c) No advertising signs may be displayed on the Property; provided, nothing herein shall restrict the Declarant from placing signs and advertisements which Declarant determines are necessary for the rental and the initial sale of Units. A "For Sale" sign may be displayed by a Unit Owner other than Declarant provided it be no larger than two (2) feet in width by four (4) feet in length and the sign and its location must be approved in writing by the Executive Board prior to display.

(d) No industry, business, trade, occupation or profession of any kind, be it commercial, religious, educational or otherwise, may be conducted, maintained or permitted on any portion of the Property. No use or practice shall be permitted in a Unit or in the Common Elements which would be a nuisance to Unit Owners and Residents, or which interferes with the peaceful possession and proper use of the Property by its Unit Owners and Residents. All laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

(e) Declarant shall have the irrevocable right, for as long as Declarant owns any Unit, to use any Unit and the Common Elements for sales and administrative purposes. This right shall not be subject to amendment or modification by the Unit Owners.

(2) Storage Use; Insurance Rates. Without prior written approval of the Executive Board, nothing shall be done or kept in any Unit or in the Common Elements which might increase the rate of insurance coverage for the Common Elements and/or for individual Units or their respective contents beyond the normal rates applicable for residential dwellings. No Unit Owner or Resident 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 the Common Elements, individual Units or their respective contents, or which will be in violation of any law, ordinance or regulation. No refuse shall be permitted in the Common Elements. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Executive Board.

(3) Offensive Activities. No noxious or offensive activities shall be carried on in any Unit or in the Common Elements nor shall anything be done therein either willfully or negligently which may be or become an unreasonable annoyance or nuisance to the other Unit Owners or Residents.

(4) Structural Integrity. Nothing shall be done to any Unit, or to, or in the Common Elements which would impair the structural integrity of the Building or which would structurally alter the Building.

(5) Use of Common Elements. The Common Elements shall be used in the manner contemplated by the Condominium Documents.

(6) Powers of Executive Board to Enforce. The Executive Board shall have the power to make such Rules and Regulations as may be necessary to carry out the intent of the Condominium Documents, and shall have the right to bring law suits to enforce the Rules and Regulations promulgated by the Executive Board. The Executive Board shall have the right to levy fines for violations of the Declaration, Bylaws and Rules and Regulations, provided that the fine for a single violation may not exceed Twenty-Five Dollars (\$25.00) for each day the violation continues after notice has been given. Any fine so imposed shall have the effect of an assessment and collection may be pursued by the Executive Board in the same manner as the collection of Common Expenses is pursued.

## ARTICLE V

### EASEMENTS

In addition to and in supplementation of the easements provided for by Sections 3216, 3217 and 3218 of the Act, the following easements are hereby created:

#### Section 1. Declarant's Easement to Facilitate Marketing.

Declarant reserves the right to maintain at the Property such advertising signs as Declarant in its discretion may deem appropriate; provided, such advertising signs must comply with applicable governmental requirements. Declarant may, from time to time, relocate such advertising signs.

Section 2. Utility Easements - Right of Entry. The Units and the Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant, the Unit Owners and the Association, appropriate utility and service companies and governmental agencies or authorities for the installation and service of such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created in this Section shall include, without limitation, rights of Declarant, the Unit Owners and the Association, or any utility company providing utility service, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities, electrical wires, conduits and equipment and ducts and vents over, under, through, along and on the Units and Common Elements. Unless approved in writing by the affected Unit Owners, the locations of easements through Units shall not be substantially altered so as to materially interfere with the use or occupancy of a Unit, but rather such easements shall remain as close as reasonably possible to their locations at the time of the first conveyance of the Unit by the Declarant.

Section 3. Encroachments and Support. Each Unit and the Common Elements shall be subject to an easement for encroachments created by construction, settling and overhangs as designed or constructed. An easement for said encroachments and for the maintenance of same, so long as they stand, shall and does exist. In the event that the Building(s) is(are) partially or totally destroyed and then rebuilt, the Unit Owners of the Units so affected covenant that minor encroachments of parts of the adjacent Units or Common Elements due to removal, replacement, or construction shall be permitted and that an easement for said encroachments and the maintenance thereof shall exist. Every portion of a Unit contributing to the support of an abutting Unit shall be burdened with an easement of support for the benefit of such abutting Unit. An easement shall and does exist in favor of each Unit Owner to make reasonable use, not inconsistent with the terms of this Declaration, of the exterior wall of any adjoining Unit where the outer unfinished surface of such wall shall serve and separate any portion of such adjoining Unit, notwithstanding the inclusion of such wall within the vertical boundaries of such adjoining Unit.



Section 7. Air Conditioner Condensers. The air conditioner condenser required for air conditioning each Unit shall be a Limited Common Element appurtenant to the Unit serviced thereby. Further, notwithstanding anything to the contrary contained herein or in the By-Laws, the Owner of the Unit serviced by such air conditioner condenser shall be responsible for all repair, maintenance and replacement of such air conditioner condenser.

Section 8. Private Street. To the extent that the Declarant has such right, each Unit Owner shall have an easement in common with the other Unit Owners and with the owners of all or portions of Lots A, B, C, D and E in the Ramparts Garden Plan, recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania in Plan Book Volume 126, pages 112 through 114 ("Ramparts Garden Plan") for ingress, egress and regress to and from Coxcomb Hill Road in, on and over that private street shown on the Ramparts Garden Plan, and as such private street may subsequently be extended through said Lot E. Said private street shall be maintained jointly by the Owners of all Lots within the Ramparts Garden Plan benefitted thereby; the cost of maintenance of the Private Street shall be a common expense of the Condominium, to the extent that any Lot within the Rampart Garden Plan is, or in the future becomes, unreservedly submitted to the Condominium.

ARTICLE VI  
SPECIAL DECLARANT RIGHTS

Section 1. Declarant's Right to Withdraw Withdrawable Real Estate.

(a) For a period of seven (7) years, beginning on the date of the recordation of this Declaration, Declarant reserves the option to withdraw Lots D and E in the Ramparts Garden Plan from this Flexible Condominium. This option entitles the Declarant to exercise this option in regard to any, all or none of said Lots, in whatever order and at whatever time it deems appropriate. The Property descriptions of the affected Lots are contained in Exhibit "B" to this Declaration and are shown on the Plats. The Declarant makes no assurances as to whether any or all of said Lots will be withdrawn, the order in which Withdrawable Real Estate will be withdrawn or the extent to which less than a complete Lot may be withdrawn.



Section 3. Declarant's Right to Maintain Sales and Management Offices, Models and Signs.

(a) Declarant reserves the right and the option to maintain sales and management offices in any portion of the Common Elements or in any Unit it owns and deems appropriate. This shall be in effect at any time Declarant owns one (1) or more Units in the Condominium.

(b) Declarant reserves the right to maintain one (1) or more model units in any of its Units in the Condominium as it deems appropriate. This right shall be in effect at any time Declarant owns one (1) or more Units in the Condominium.

(c) Declarant reserves the right to maintain signs, advertising the availability of Units. These signs may be placed on any portion of the Common Elements. This right shall be in effect at any time the Declarant owns one (1) or more Units in the Condominium.

Section 4. Declarant's Right to Enter the Common Elements.

(a) The Declarant reserves the right to enter the Common Elements for the purpose of making improvements within the Condominium or within any Additional Real Estate or Convertible Real Estate. This right shall continue in effect throughout the period of the options and/or the Special Declarant Rights.

Section 5. Declarant's Reservation of Miscellaneous Special Declarant Rights. Declarant reserves any and all other Special Declarant Rights not specifically reserved in this Declaration but permitted by the Act. The duration of such reservations shall be identical to the maximum periods permitted by the Act.

Section 6. No Declarant Obligations To Build. Nothing contained in this Declaration, the Bylaws or the Plats and Plans shall be deemed to impose upon the Declarant or its successors or assigns any obligation of any nature to build, construct or provide any buildings or improvements on any particular locations, except to the extent required by the Act. Only the construction and improvements shown on the Plats and Plans as to Lot C and that portion of the private road as it exists to provide ingress, egress and regress to said Lot C to and from Coxcomb Hill Road MUST BE BUILT, the remainder of the construction and Improvements shown on the various Plats and Plans NEED NOT BE BUILT.



Section 7. Termination of Special Declarant Rights.

(a) Any of the Special Declarant Rights reserved by this Declaration or by the Act may be terminated prior to its normal expiration by the Declarant's recordation of appropriate Amendments to the Condominium Documents. This right to terminate may be exercised by the Declarant at will and is not subject to approval by the Unit Owners.

(b) Declarant shall be authorized to execute and record the required Condominium Documents in order to effectuate the exercise of its right to terminate any of its Special Declarant Rights prior to its normal expiration date.

(c) The exercise of a Special Declarant Right relative to a particular Lot shall not cause the termination of that right relative to any or all of the remaining Lots nor shall it cause the termination of any other Special Declarant right relative to that Lot.

(d) Any of the Special Declarant Rights reserved in this Declaration or created by the Act shall be subject only to those limitations contained in this Declaration and in the Act.

ARTICLE VII

POWERS OF ASSOCIATION, RESERVES, ASSESSMENTS

Section 1. Reserve Accounts. The Association shall have the power to create working capital, reserve for replacement, and contingency accounts, and to assess the Unit Owners for contributions to the said accounts.

Section 2. Exterior Maintenance. In addition to maintenance upon the Common Elements, including but not limited to the private street, the Association shall as a Common Expense provide exterior maintenance upon the Building as follows: paint, repair, replace and care for

roofs, gutters, downspouts, exterior building surfaces and other exterior improvements, including balconies, porches, decks and patios. Such exterior maintenance shall not include glass surfaces or doors, Unit doors and window fixtures, but shall include painting of exterior portions of Unit doors and exterior portions of window fixtures. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Unit Owner, Resident or their family, guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Unit is subject.

Section 3. Assessment of Charges. All sums assessed by resolutions duly adopted by the Executive Board against any Unit for its share of Common Expenses or any fine imposed against a Unit Owner shall constitute a lien against that Unit in accordance with Section 3315 of the Act and also shall be the personal liability of the Unit Owner so assessed. Unit Owners shall be obligated to pay interest at the rate of fifteen percent (15%) per annum from the due date on all late payments of assessments. Such unpaid assessments shall constitute a lien against such Unit which shall be enforceable as provided in the Act or as otherwise permitted by law.

Section 4. Method of Enforcing Charges.

(a) Any charge assessed against a Unit may be enforced by suit by the Association acting on behalf of the Unit Owners in an action in assumpsit or by enforcement as a lien in accordance with the Act, or both. Any judgment against a Unit and its Owner shall be enforceable in the same manner as is otherwise provided by law.

(b) The Association may bring an action at law against the Unit Owner personally obligated to pay the same, or foreclose the lien against the Unit as provided in the Act. The Association, acting on behalf of the Unit Owners, shall have the power to bid for an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his Unit.

Section 5. Unpaid Assessments at Time of Voluntary Sale of a Unit. Upon the voluntary sale or conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments for Common Expenses which are a lien or charge against the Unit as of the date of the sale or conveyance, but such joint and several liability shall be without prejudice to the grantee's right to recover from the grantor the amount of any such unpaid assessments which the grantee may pay, and until any such assessments are paid, they shall continue to be a charge against the Unit which may be enforced in the manner set forth herein. Any person who shall have entered into a written agreement to purchase a Unit shall be entitled to a resale certificate as required by the Act.

Section 6. Uncollectible Assessments. Any delinquent amount which the Association determines cannot be collected from a former Unit Owner may be reassessed by the Association as a Common Expense to be collected from all of the Unit Owners, including a subsequent purchaser of the Unit.

## ARTICLE VIII

### UNITS SUBJECT TO DECLARATION, BYLAWS

Section 1. All present and future Unit Owners, Residents of Units, Mortgagees and their agents and employees, and any other person who may occupy a Unit or utilize the facilities of the Condominium shall be subject to and shall comply with the provisions of this Declaration and the Bylaws, as they may be amended. The acceptance of a Deed or the execution of a lease or contract conveying an interest in, or the occupancy of, any Unit shall constitute an agreement to be so bound.

ARTICLE IX

SEVERABILITY

Section 1. In the event that any provision of the Condominium Documents is determined to be invalid or unenforceable, it shall be considered severed and shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of the Condominium Documents and, in such event, all of the other provisions of the Condominium Documents shall continue in full force and effect as if such invalid provision had never been included herein. In the event of any conflict between the Condominium Documents and the Act, the Act shall control, excepting in those instances where the Act by its terms, authorizes the variation of its provisions, and in such case the Condominium Documents shall control.

ARTICLE X

WAIVER

Section 1. No provision contained in the Condominium Documents shall be deemed to have been waived by reason of a failure to enforce same, irrespective of the number of violations or breaches which may occur.

ARTICLE XI

GENDER: SINGULAR AND PLURAL

Section 1. The use of the masculine gender in the Condominium Documents shall be deemed to refer also to the feminine gender and the use of the singular shall be deemed to refer also to the plural and vice-versa, unless the context requires otherwise.

ARTICLE XII

TERMINATION

Section 1. The Condominium may be terminated in accordance with Section 3220 of the Act, provided no such termination shall be effective unless the same is executed by all of the Unit Owners and by the holders of all mortgages, judgments, or other liens affecting the Units.

ARTICLE XIII

INSURANCE

Section 1. The Association shall insure the Common Elements against loss or damage by fire and such other hazards as required by Section 3312 of the Act and as the Executive Board may deem appropriate, without prejudice to the right of each Unit Owner to maintain insurance on his own Unit. The premiums for such insurance on the Common Elements shall be deemed a Common Expense.

ARTICLE XIV

MECHANICS' LIENS

Section 1. Any mechanics' liens arising as a result of repairs to or improvements of a unit by or on behalf of a Unit Owner shall be liens only against such Unit. Any mechanics' liens arising as a result of repairs to or improvements of the Common Elements, if authorized in writing pursuant to a duly adopted resolution of the Executive Board, shall be paid by the Association and assessed as a Common Expense.

ARTICLE XV

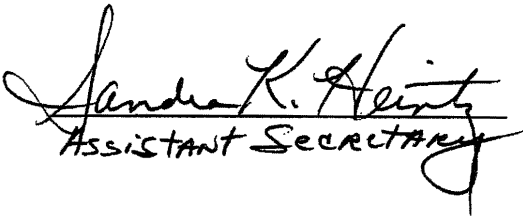
AMENDMENT OF DECLARATION

Section 1. Except as otherwise permitted by Section 3219 of the Act, this Declaration may be amended only by vote of Unit Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated, in person or by proxy at a meeting duly held in accordance with the Bylaws, provided that any Amendment affecting Special Declarant Rights must be approved by the Declarant. Any such Amendment must be approved in writing by any mortgagee holding mortgages which comprise the first liens on five (5) or more Units, which approval shall not be withheld unreasonably. Subject to Section 3221 of the Act, no amendment may be made, following recordation hereof, which would have the effect of causing a change in the Units or a change in the Percentage Interest in the Common Elements allocated to the Units except by the recording of an amendment duly executed by all Unit Owners affected thereby and their mortgagees; except, that nothing herein shall limit or otherwise affect the right of Declarant to withdraw Withdrawable Real Estate and/or convert Convertible Real Estate and thereby affect Percentage Interest in the Common Elements allocated to the Units and/or otherwise affect Special Declarant Rights provided for herein. No such amendment shall be effective until recorded in the Office of the Recorder of Allegheny County. The Secretary shall prepare, execute, certify and record amendments to the Declaration on behalf of the Association.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 2<sup>nd</sup> day of July 1997.

ATTEST:

GEMINAE BUILDERS, INC.,  
a Pennsylvania corporation

  
Assistant Secretary

By:   
Vice-President



Property Description

The property the subject of this Declaration of Condominium is Lot C and Lot D and Parcel E in the Ramparts Garden Apartment Plan, as recorded in the Recorder's Office of Allegheny County, Pennsylvania, in Plan Book Volume 126, Pages 112 through 114 inclusive, and set forth in the deed to the Declarant, Geminae Builders, Inc., dated January 10, 1995, and recorded in Deed Book Volume 9467, Page 208, which are hereby incorporated by reference in their entireties. The illustration on this page is provided only for the purpose of providing a general visual identification of the subject property. An accurate and detailed survey 6/28/97 of Lot C follows.

NOTES:

1. All improvements on Lot C "MUST BE BUILT".
2. All improvements on Lot D "NEED NOT BE BUILT".
3. All improvements on Parcel E "NEED NOT BE BUILT".
4. Lot D and Parcel E are Withdrawable Real Estate and may be withdrawn by the Declarant at any time within seven (7) years of the filing of the Declaration in accordance with the Act and are Convertible Real Estate.
5. An accurate and detailed survey of Lot C follows.

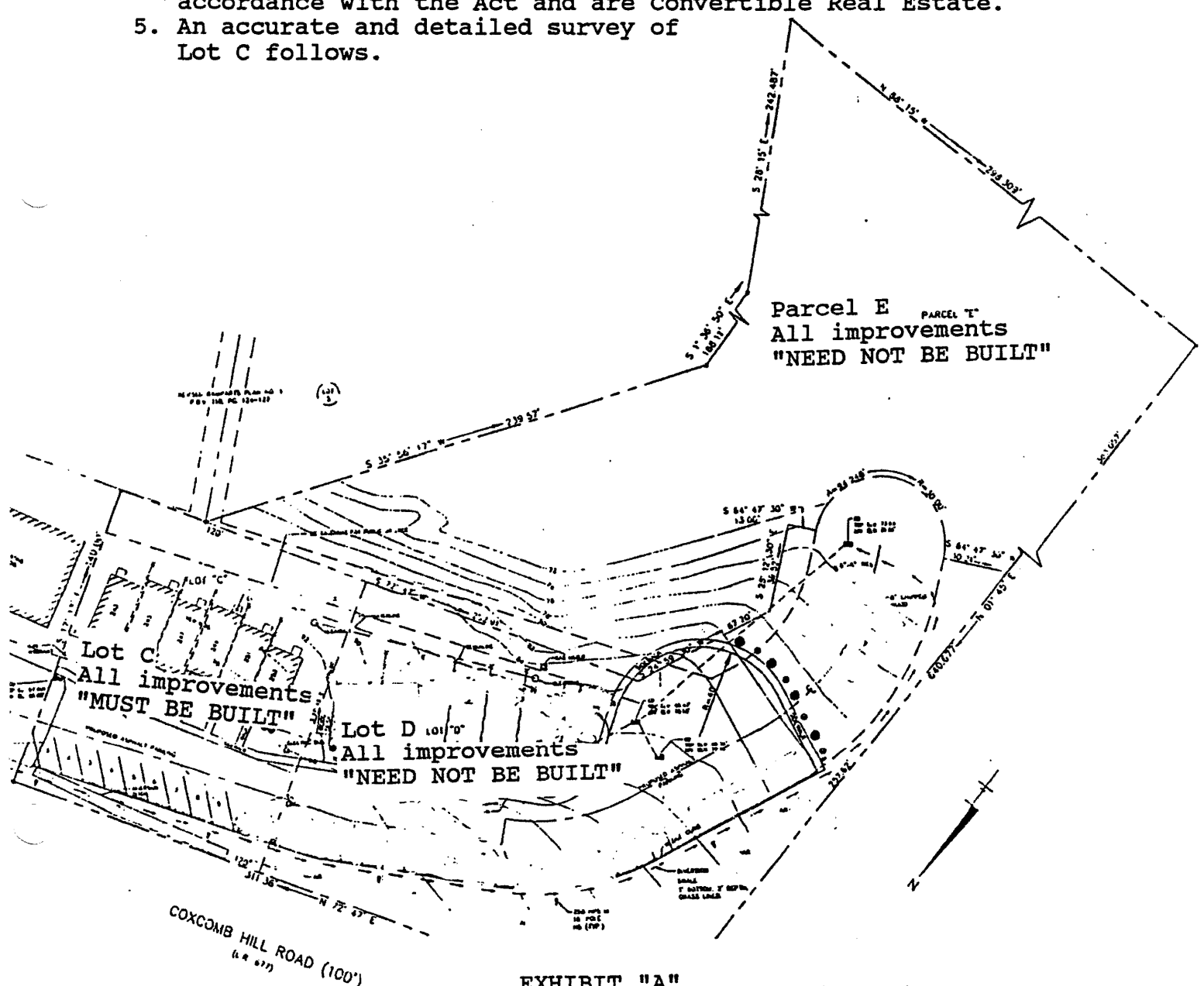
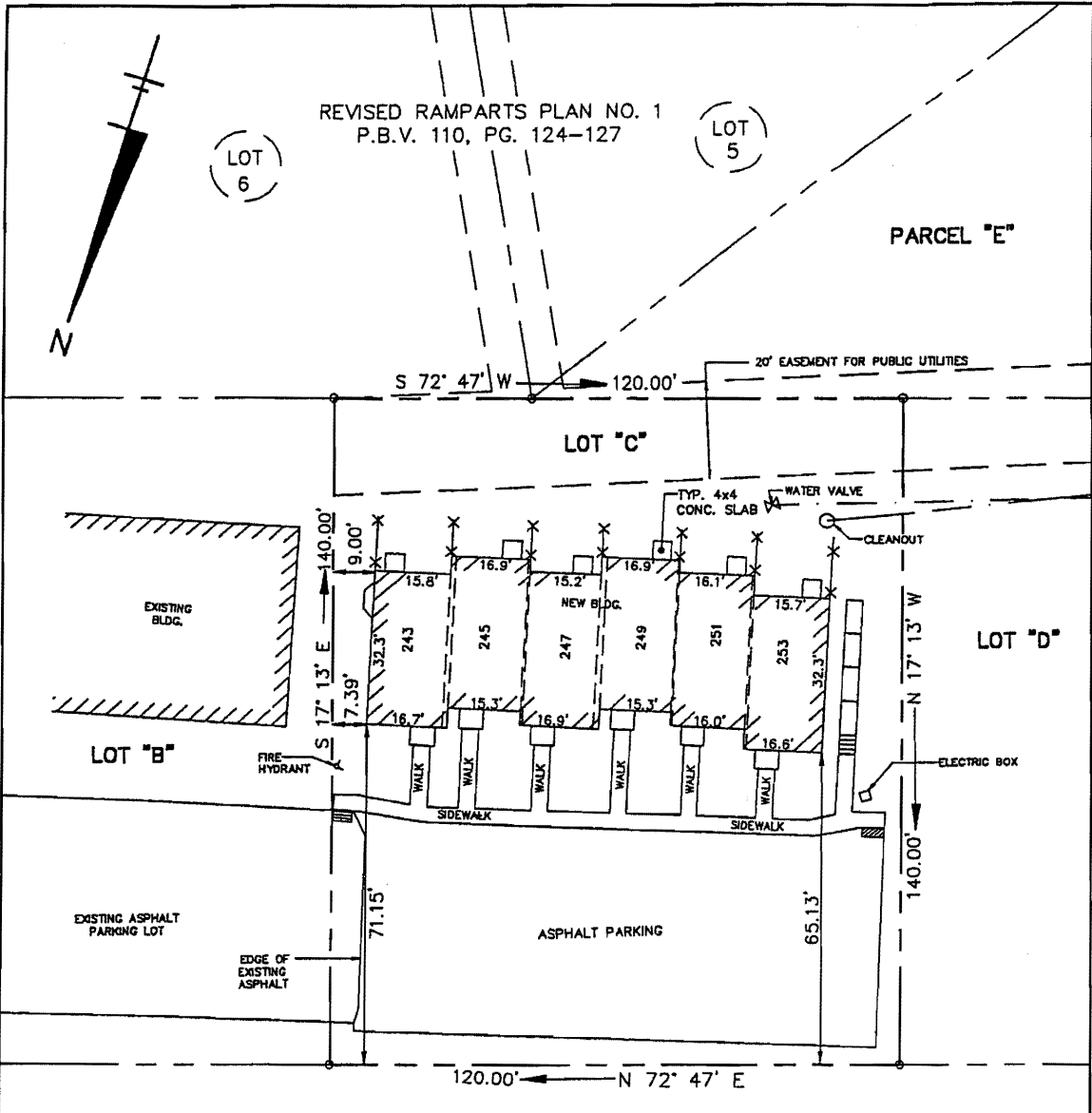


EXHIBIT "A"

DEM00000000105





DBV09980PG406



**SURVEY CERTIFICATION**

THIS IS TO CERTIFY THAT THIS MAP AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE "MINIMUM STANDARD DETAIL REQUIREMENTS FOR LAND TITLE SURVEY" JOINTLY ESTABLISHED AND ADOPTED BY ATA AND ACSM IN 1962.

I THE UNDERSIGNED HEREBY CERTIFY THAT I HAVE SURVEYED THE PREMISES DESCRIBED ABOVE; THAT THE BOUNDARY LINES ARE AS SHOWN HEREON; THAT THERE ARE NO VISIBLE ENCROACHMENTS ON SAID PREMISES OTHER THAN THOSE SHOWN ON THIS PLAT; THAT THERE ARE NO VISIBLE EVIDENCES OF PUBLIC PASSAGEWAYS OR ROADWAYS ACROSS SAID PREMISES, EXCEPT AS SHOWN HEREON; THAT THERE ARE NO STRUCTURES ON SAID PREMISES EXCEPT AS SHOWN ON THIS PLAT AND THAT THE RESULTS OF SAID SURVEY ARE TRULY REPRESENTED ON THIS PLAT AND THAT THIS MAP AND SURVEY ON WHICH IT IS BASED ARE MADE IN ACCORDANCE WITH THE MINIMUM STANDARDS OF ATA AND ACSM ESTABLISHED IN 1962.

NOT STAKED

<b>PLAN OF SURVEY</b> PREPARED FOR <b>GEMINAE BUILDERS INC.</b>		
SITUATE IN BOROUGH OF PLUM ALLEGHENY COUNTY, PENNSYLVANIA		
PLAN: RAMPARTS GARDEN APARTMENT		
P.B.V. 126 PG. 112-114	LOT & BLOCK	SCALE: 1"=30'
DATE: 6-28-97		
DRAWING NO. <b>960037-2</b>		
412-247-1722 REGISTERED PROFESSIONAL SURVEYOR		

The Declarant reserves the option to withdraw the following Withdrawable Real Estate and reserves the option to convert the following Convertible Real Estate.

The Real Estate subject to the reservations of the these options is as follows:

All those certain lots or parcels of land situate in Plum Borough, Allegheny County, Pennsylvania, being known as Lot D and Parcel E in the Ramparts Garden Plan as recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania in Plan Book Volume 126, pages 112 through 114.

EXHIBIT "C"

DBV09980PG107

1. The following oil and gas leases:

- (a) Lessor: Ellen McCready  
Lessee: T. T. Smith demised by instrument dated May 4, 1891 and recorded in Oil and Gas Book Volume 9 page 278.
- (b) Lessor: Ellen McCready  
Lessee: M. H. Mosier demised by instrument dated November 6, 1896 and recorded in Deed Book Volume 15 page 333.
- (c) Lessor: Nancy McCready  
Lessee: M. H. Mosier  
demised by instrument dated February 13, 1897 and recorded in Oil and Gas Book Volume 15 page 337.

2. The following rights of way:

- (a) Grantor: Penn Lear Development Corporation  
Grantee: Carnegie Natural Gas Company granted by instrument dated October 27, 1977 and recorded in Deed Book Volume 5870 page 835, for pipeline.
- (b) Grantor: Penn Lear Development Corp.  
Grantee: The Bell Telephone Company of Pennsylvania granted by instrument dated October 4, 1978 and recorded in Deed Book Volume 6028 page 529, for an interface equipment cabinet and underground communication lines.
- (c) Grantors: Penn Lear Development Corp.  
Grantees: Duquesne Light Company granted by instrument dated September 19, 1978 and recorded, in Deed Book Volume 6007 page 379, for underground electrical system.

EXHIBIT "D"

Page 1 of 2

(d) Grantor: Penn Lear Development Corp.  
Grantee: The Bell Telephone Company of Pennsylvania granted by instrument dated May 21, 1979 and recorded in Deed Book Volume 6115 page 129, for underground communication and electric lines.

(e) Grantor: Penn Lear Development Corp.  
Grantee: Duquesne Light Company granted by instrument dated September 24, 1979 and recorded in Deed Book Volume 6175 page 431, for underground electrical system.

3. Drainage easements and easements in cuts and fills of slopes along the State or Federal road known as Coxcomb Hill Road L.R. 677.

4. All matters set forth in the plan of lots entitled Ramparts Garden Apartment Plan, as recorded in Plan Book Volume 126 pages 112-114, including but not limited to:

(a) Waiver of damages arising from appropriation of streets, etc., in the Plan for public highways and the physical grading thereof to any grade which may be established.

(b) Notice By the municipality that it assumes no obligation to accept or improve streets or construct sewers, etc.

(c) Fifteen foot storm sewer easement.

(d) Twenty foot easement for public utilities.

(e) Two fifteen foot easements for public utilities.

(f) Easement for ingress, egress and regress (pedestrian and vehicular).

UNIT PERCENTAGE INTERESTS

UNIT 243	16 2/3%
UNIT 245	16 2/3%
UNIT 247	16 2/3%
UNIT 249	16 2/3%
UNIT 251	16 2/3%
UNIT 253	<u>16 2/3%</u>
TOTAL	100%

EXHIBIT "E"