

DECLARATION OF CONDOMINIUM

for

GREYSTONE CONDOMINIUM

ARTICLE I

SUBMISSION: DEFINED TERMS

Section 1.1. Declarant; Property; County; Name. Greystone Associates, Inc., a Pennsylvania corporation (the "Declarant"), owner in fee simple of the real estate situate in the 14th Ward, City of Pittsburgh, Allegheny County, Pennsylvania and more fully described on Exhibit A attached hereto, hereby submits the real estate described on Exhibit A attached hereto together with and including all easements, rights and appurtenances thereunto belonging and the buildings and improvements erected or to be erected thereon (collectively, the "Property") to the provisions of the Pennsylvania Uniform Condominium Act, 68 PA C.S. Section 3101 et seq. (the "Act"), and hereby creates with respect to the Property a condominium, to be known as "Greystone Condominium" (the "Condominium").

Section 1.2. Easements and Licenses. Included among the easements, rights and appurtenances referred to in Section 1.1 above are the following recorded easements and other matters affecting the Property hereby submitted to the Act:

a. Wall and right to remove and relocate same as executed and reserved in deed from Michael L. Benedum et ux. to Clara H. Brown, dated June 11, 1913 and recorded in the Allegheny County Recorder of Deeds Office in Deed Book Volume 1792, Page 148.

b. Agreement of Restrictive Covenants (the "Agreement") by and between Greystone Associates, Inc. and Joan F. Apt et al. dated June 20, 1985 and recorded on July 1, 1985 in the Allegheny County Recorder of Deeds Office in Deed Book Volume 7108, page 595; as confirmed by Agreement by and from Greystone Associates, Inc. to Joan F. Apt et al., dated June 28, 1985 and recorded in the Allegheny County Recorder of Deeds Office in Deed Book Volume 7108, page 580; as amended by Amendment to Agreement of Restrictive Covenants by and between Greystone Associates, Inc. and Joan F. Apt, et al. dated November 29, 1985 and recorded in the Allegheny County Recorder of Deeds Office in Deed Book Volume 7212, page 110.

c. Agreement by and between Greystone Associates, Inc. and Gordon David Fisher et al., dated June 20, 1985 and recorded on July 1, 1985 in the Allegheny County Recorder of Deeds Office in Deed Book Volume 7108, page 658.

d. Declaration of Covenants, Conditions, Restrictions and Easements ("Declaration of Covenants") dated October 15, 1986 and recorded in the Allegheny County Recorder of Deeds Office in Deed Book Volume 7416, page 342.

e. Declaration of Utility Easements dated October 15, 1986, and recorded in the Allegheny County recorder of Deeds Office in Deed Book Volume 7416, page 369.

f. All matters set forth on the Revised Greystone Plan, An Improvement Subdivision Site Plan, recorded in the Allegheny County Recorder of Deeds Office in Plan Book Volume 142, pages 24 and 25.

g. Easements for water, gas, electric, other utilities and sanitary and storm sewers as located on the Property.

Section 1.3. Defined Terms.

1.3.1. Terms Defined in the Act. Capitalized terms not otherwise defined herein or in the Plats and Plans shall have the meanings specified or used in Section 3103 of in the Act, or if not defined in Section 3103 but used in the Act shall have the meanings used in the Act unless otherwise defined herein.

1.3.2. Statutory Terms. As used herein, the following terms shall have the specific definitions set forth below when used in this Declaration or any other Condominium Document.

a. "Association" means The Greystone Condominium Association, an unincorporated association consisting of all Unit Owners of the Condominium.

b. "Condominium" means The Greystone Condominium as described in Section 1.1 above.

c. "Declarant" means the Declarant described in Section 1.1 above and all successors to any Special Declarant Rights.

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

e. "Executive Board" means the governing body of the Association as initially constituted on the date this Declaration is recorded and as elected from time to time in accordance

with the By-Laws. Except as otherwise expressly stated to the contrary in the Act or herein, the Executive Board shall have the right to grant on behalf of the Association any approval or consent of the Association as required herein or in the By-Laws.

f. "Limited Common Elements" means the Common Elements serving exclusively a single Unit or more than one (but less than all) Units including by way of illustration and not limitation the storage lockers and parking spaces, as shown on the Plats and Plans.

g. "Limited Expenses" means those expenses relating to the maintenance or repair of Limited Common Elements as defined by the Act.

h. "Plats and Plans" means the Plats and Plans for the Condominium being recorded contemporaneously herewith in the Allegheny County Recorder of Deeds Office as the same may be amended from time to time. A reduced copy of the Plat is incorporated herein and marked as Exhibit B. A reduced copy of the Plans are incorporated herein and marked as Exhibit C.

i. "Unit" means a Unit as described herein and in the Plats and Plans.

1.3.3. Non-statutory Terms. The following terms when used herein shall have the meanings set forth below:

a. "Building" means any structure erected on the Property.

b. "Common Expenses" means expenditures made or liabilities incurred by or on behalf of the Association, together with any allocation for reserves, excluding, however, Limited Expenses.

c. "Family" means an individual or two or more persons related by blood, marriage or adoption, living together as a single housekeeping unit, or a group of not more than three (3) unrelated persons living as a single housekeeping unit.

d. "Homeowners Association" means the Greystone Homeowners Association, an association to be incorporated as a non-profit corporation under the laws of the Commonwealth of Pennsylvania, the members of which shall be all of the Unit Owners in the Condominium as well as the owners of the forty townhouse lots on Parcels 4, 5B and 5C of the Plan. In the event the contingent easement described in Section 12.3 of the Declaration of Covenants is opened, then the owners of Parcels 1A and 1B in the Plan shall also be members of the Homeowners Association.

e. "Material Improvement" means any maintenance, repair or replacement of or to any Unit which might affect the structural integrity or appearance of any Building, any other Unit or any mechanical, plumbing or electrical system.

f. "Mortgagee" means the holder of a mortgage or other security interest encumbering any Unit in the Condominium.

g. "Percentage Interest" means the percentage of undivided ownership interest in the Common Elements appurtenant to each Unit as set forth in Exhibit D attached hereto, as the same may be amended from time to time.

h. "Plan" means The Revised Greystone Plan, An Improvement Subdivision Site Plan, of record in the Allegheny County Recorder of Deeds Office in Plan Book Volume 142, pages 24-25.

## ARTICLE II

### ALLOCATION OF PERCENTAGE INTERESTS VOTES AND COMMON EXPENSE LIABILITIES; UNIT IDENTIFICATION AND BOUNDARIES; MAINTENANCE RESPONSIBILITIES

Section 2.1. Plats and Plans. The location and dimensions of the Building and other improvements comprising the Property are shown on the Plat attached hereto as Exhibit B and the location of the Units, Common Elements and Limited Common Elements of the Condominium are shown on the Plans attached hereto as Exhibit C.

Section 2.2. Percentage Interests. Attached as Exhibit D is a list of all Units by their identifying Numbers and the Percentage Interest in the Common Elements appurtenant to each Unit. The Percentage Interest in the Common Elements is determined on the basis of the size of the Unit and is equivalent to a fraction, the numerator of which is the number of square feet of floor space in the Unit (including any terrace, balcony or patio benefiting only such Unit) and the denominator of which is the number of square feet of floor space in all of the Units taken together. The number of square feet of floor space contained in each Unit is determined by reference to the dimensions shown on the Plats and Plans, exclusive of interior partitions, garages, courtyards, parking areas and other Limited Common Elements, whether or not such items are appurtenant to the Unit. The fractional interest of each Unit shall be multiplied by 100 to arrive at that Unit's Percentage Interest, which Percentage Interest shall determine the number of votes in the Association and share of Common Expense liability appurtenant to each Unit.

Section 2.3. Unit Boundaries.

A. The title lines or boundaries of each Unit are situated as shown on the Plats and Plans and include all perimeter walls, floors, ceilings, doors and windows within or comprising part of each Unit. Each Unit shall also consist of all spaces, interior portions and other fixtures and improvements within the title lines described above. Each Unit shall also include the items within the title lines described in paragraphs (1) and (3) of Section 3202 of the Act and shall have the benefit of the use of all Common Elements described in Section 3202 of the Act or herein, or designated on the Plats and Plans, as being appurtenant to the Unit.

B. Each Unit shall also include:

(i) The air space enclosed within such boundaries, except the air space displaced by structural members, and utility shafts or similar conduits within or passing through such Unit and by other Common Elements.

(ii) All partitions which are wholly contained within such title lines, including, without limitation, door frames, window frames, hardware, electrical outlets and wiring, telephone outlets and conduits, and other items and devices in such partitions.

(iii) All glass, including the interior and exterior surfaces thereof, which is set in sash in the exterior walls of such Units and Unit-side surface of window sills.

(iv) All plumbing fixtures, and their water and waste connections, which serve only such Unit and which are not located in any exterior wall.

(v) All items of kitchen equipment, and their water, waste, gas and electrical connections, which serve only such Unit and which are not located within any exterior wall.

(vi) Bathroom and kitchen exhaust grills and registers.

(vii) Lighting devices, including, by way of illustration and not limitation, lamps and bulbs which are surface mounted on, recessed in, or suspended from, ceilings, walls and partitions within or on the perimeter of such Unit whether or not such lighting devices are themselves located within the boundaries of such Unit.

(viii) Wires, cables, conduits, circuits and related equipment transmitting electricity for lighting and power or

transmitting electrical signals (except to the extent otherwise specifically provided herein), which serve only such Unit and which are located entirely within the boundaries of such Unit.

(ix) Telephone and television outlets, wires, cables and conduits serving only such Unit, whether or not such telephone outlets, wires, cables and conduits are located entirely within the boundaries of such Unit.

(x) Surface mounted and recessed medicine cabinets (including, by way of illustration and not limitation, all associated lighting fixtures and accessories), whether or not such cabinets are located entirely within the boundaries of such Unit.

(xi) Refrigerators, ranges, freezers, dishwashers and other appliances, and the portions of their water, waste, gas, electrical and exhaust connections which serve only such Unit and which are not located within any exterior wall.

(xii) Wall, ceiling and floor coverings installed on the Unit-side surface of the boundaries set forth above.

(xiii) Any terrace or balcony benefiting only such Unit.

Section 2.4. Maintenance Responsibilities.

A. Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary descriptions, the Units shall be maintained and repaired by each Unit Owner and the Common Elements and Limited Common Elements shall be maintained and repaired by the Association, all in accordance with the provisions of Section 3307 of the Act, except as expressly set forth to the contrary herein. All maintenance, repair and replacement by Unit Owners shall be in a manner which will not impair the structural integrity or appearance of any Building or impair any mechanical, plumbing or electrical system therein. The materials and workmanship used in such maintenance, repair or replacement by Unit Owners shall be of the same type and quality as were originally provided in the Unit.

B. The Executive Board shall have the right to interpret these maintenance responsibilities and shall publish from time to time a schedule of maintenance responsibilities, which shall be part of the Rules and Regulations of the Condominium.

C. Any Material Improvement shall require written approval of the Association as to labor and materials. Each Unit

Owner shall be required to repair or replace any portion of his Unit which, if not repaired or replaced, would adversely affect the exterior appearance of the Property or in any manner adversely affect another Unit. If any Unit Owner fails to comply with the requirements of the preceding sentence, the Association may in its sole discretion make such repair or replacement and assess the expenses thereof against such Unit Owner. Any Material Improvement must be carried out pursuant to plans and specifications prepared by an architect or engineer licensed in Pennsylvania and submitted to the Association for prior approval, said approval not to be unreasonably withheld. Further, as to any Material Improvement:

(i) The Unit Owner shall at his own expense obtain all permits and licenses, including a building permit, if necessary, for any work and shall provide the Association with copies thereof. All contracts for which a mechanics' lien might be filed shall include a "no lien" agreement, and proof of filing same prior to construction start shall be provided to Association.

(ii) All costs related to any Material Improvement or the approval thereof by the Association, including without limitation the cost of the Association's architect's review, shall be paid by Unit Owner. The Executive Board may require the posting of a deposit or other financial security to cover such costs as it in its sole reasonable discretion deems necessary.

D. All expenses associated with the maintenance, repair or replacement of a Limited Common Element shall be assessed as Limited Expenses against the Unit or Units to which such Limited Common Element was assigned. Such assessments shall be made at the time the expense was incurred and shall be in an amount equal to the Units' share of such Limited Common Elements. Subject to Section 3411 of the Act, structural repairs or replacements of all Common Elements shall be the responsibility of the Association, the costs to be charged as Common Expenses.

Section 2.5. Relocation of Unit Boundaries; Subdivision and Conversion of Units: Relocation of boundaries between Units and subdivision or conversion of Units will be permitted subject to compliance with the provisions therefor of Sections 3214 and 3215 of the Act. Unit Owners may not subdivide or convert Units or relocate Unit boundaries after the initial purchase from Declarant.

ARTICLE III

DESCRIPTION, ALLOCATION AND RESTRICTION OF  
COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section 3.1. Common Elements. Common Elements, an undivided interest in which is hereby allocated to all Units on the basis of their respective Percentage Interests, shall, without limitation, include:

(i) Portions of the Property which are not included in any Unit, and which serve all Unit Owners;

(ii) The foundations, structural parts, supports, walls, separating Units from other Units, or from Common Elements, all roofs (which are not balconies), lobbies, hallways, stairways, entrances and exits to the Property;

(iii) Courtyards, trees, shrubbery, grass and walkways, except those accepted for maintenance by a municipality or the Homeowners Association and similar improvements;

(iv) Portions of the Property used exclusively for the management, operation or maintenance of the Common Elements or which are designated for use by all Unit Owners;

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

(vi) All other elements of the Property necessary or convenient to its existence, management, operation, maintenance and safety or normally in common use for the benefit of more than one Unit Owner;

(vii) Any central HVAC and other utility or similar services and lines including but not limited to sewer, water, gas and electric services and lines, not within a Unit or which serve more than one Unit and such other facilities as are designated in this Declaration or the By-Laws as Common Elements;  
and

(viii) Those areas otherwise designated as Common Elements in the Plats and Plans or so defined in the Act, and not otherwise designated herein.

Section 3.2. Limited Common Elements. Portions of the Common Elements are marked on the Plats and Plans as "Limited Common Elements" including the storage lockers and garage parking spaces. Declarant reserves the right to make the initial



assignment of the parking spaces and storage areas as Limited Common Elements for the exclusive use of certain Unit Owners to whose Units those parking spaces and storage areas shall become appurtenant. The Declarant may assign such Limited Common Element parking spaces or storage areas pursuant to the provisions of Section 3209 of the Act by making such an assignment in a written instrument of assignment or in the deed to the Unit to which such Limited Common Element shall be appurtenant or by recording an appropriate amendment to this Declaration. Such assignments by the Declarant may be to Units owned by the Declarant. Storage areas, garage spaces and outdoor parking spaces may not be conveyed or transferred separate and apart from the Unit to which they are appurtenant. After Declarant's conveyance of all of the Units in the Condominium, Unit Owners may reassign among themselves parking spaces and storage areas with the prior written consent of the Executive Board.

#### ARTICLE IV

#### EASEMENTS

Section 4.1. Additional 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:

a. Declarant's Use for Sales Purposes. Declarant shall have the right to maintain sales offices, management offices and models throughout the Property. Declarant reserves the right to place models, management offices and sales offices on any portion of the Common Elements in such manner, of such size and in such locations as Declarant deems appropriate or to use any Unit for such purposes. Declarant may from time to time relocate models, management offices and sales offices to different locations within the Common Elements. Upon the relocation of a model, management office or sales office constituting a Common Element, Declarant may remove all personal property and fixtures therefrom. Any fixtures not so removed shall be deemed Common Elements, and any personal property not so removed shall be deemed the property of the Association.

b. Utility Easements. The Units and Common Elements shall be, and are hereby made subject to easements in favor of the Declarant, the Association, appropriate utility and service companies and governmental agencies or authorities for 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 Association, or the providing utility or service

company, 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 (cable or otherwise), electric wires, conduits and equipment and ducts and vents over, under, through, along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this Section, unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant, or so as not to materially interfere with the use or occupancy of the Unit by its occupants.

c. Declarant's Easement to Correct Drainage. Declarant reserves an easement on, over and under those portions of the Common Elements not located within the Building for the purpose of maintaining and correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created by this Section expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, or to take any other action reasonably necessary to achieve this purpose, following which the Declarant shall restore the affected property as closely to its original condition as practicable.

d. Signs. Declarant shall have the right to maintain on the Property such advertising signs as Declarant in its sole discretion may deem appropriate, provided that such signs comply with applicable governmental requirements. Declarant may from time to time relocate such advertising signs.

e. Construction Easement. Until the expiration of seven (7) years after the date thereof, the Declarant shall have an easement through the Units and the Common Elements for access or any other purposes necessary to complete any renovations or work to be performed by the Declarant.

f. Encroachments and Support. Each Unit, and the Property included in the Common Elements shall be subject to an easement for encroachments created by construction, settling and overhangs as designed or constructed. A valid easement for said encroachments and for the maintenance, repair, improvement or replacement of same, so long as they stand, shall and does exist. In the event that the Building is partially or totally destroyed and then rebuilt, the Unit Owners of the Units so affected agree that minor encroachments of parts of the adjacent Unit or Common Elements due to removal, replacement, or construction shall be permitted and that a valid easement for said encroachments and the maintenance thereof shall exist. Every portion of a Unit and/or Common Element contributing to the support of an abutting Unit and/or Common Element shall be burdened with an easement of

support for the benefit of such abutting Unit and/or Common Element. There shall be an easement of support over every Unit in a Building in favor of the Common Elements. A valid 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 Unit Owner's Unit appertaining thereto and such adjoining Unit, notwithstanding the inclusion of such wall within the vertical boundaries of such adjoining Unit.

g. Maintenance Easements. The Condominium shall be subject to the following maintenance easements:

(i) An easement over the Common Elements in favor of the Association and the agents, employees and independent contractors thereof for purposes of the inspection, operation, maintenance, repair, improvement and replacement of the Common Elements.

(ii) An easement over the Common Elements in favor of each Unit Owner for the installation, maintenance, use, repair, improvement, removal and replacement of pipes, ducts, heating, ventilating and air conditioning systems, electrical, telephone and other wiring and cables and all other utility lines and conduits which are a part of or serve a Unit and which pass across or through a different Unit, or the Common Elements.

(iii) An easement over the Units in favor of the Association and its agents, employees and independent contractors, (1) for inspection of the Units in order to verify the performance by Unit Owners for all items of maintenance, repair and replacement for which they are responsible, (2) for inspection, operation, maintenance, repair, improvement and replacement of the Common Elements and facilities contained therein situated in or accessible from such Units and (3) for correction of emergency conditions in one or more Units, or Limited Common Elements, or both, or casualties to the Common Elements and/or the Units; it being understood and agreed that the Association and its agents, employees and independent contractors shall take reasonable steps to minimize any interference with a Unit Owner's use of his Unit resulting from the Association's exercise of any rights it may have pursuant to this Section 4.1.g.(iii).

(iv) Wherever in this Declaration and the Plats and Plans a boundary of a Unit is described as being the Unit-side surface of a designated portion of the Property, or the plane formed thereby, an easement exists in favor of the Unit Owner for the purposes of decorating such surfaces and affixing thereto and removing therefrom flooring and floor coverings, wall board, paint, wallpaper, other decorative material, pictures,

mirrors, fixtures, wall systems and decorative articles, all at the sole cost, expense and liability of the Unit Owner of such Unit. It is understood and agreed that the Association, acting on behalf of all Unit Owners, shall at all times while this Declaration is in effect retain the right and duty to maintain, repair, improve and/or replace the portions of the Property of which said surfaces are a part, notwithstanding the fact that such maintenance, repair, improvement or replacement may temporarily adversely affect the Unit Owner's aforesaid easement and right to use the Unit- side surface of such portion of the Property.

h. Additional Easements. The Condominium shall also be subject to the following easements in addition to those otherwise set forth in this Article IV:

An easement over the Common Elements, (except those which exclusively serve certain Units and which for the purpose of this Section 4.1.h. shall be treated as Limited Common Elements) in favor of the Unit Owners and their tenants, employees, agents, licensees and invitees, and the Association and its employees, agents, licensees and invitees for access, egress and ingress over, through and across each portion thereof pursuant to such Rules and Regulations as the Association may from time to time promulgate.

4.2. Declarant's Right and Power to Transfer Easement. The Homeowners Association is and will be the owner of all of the roads and utilities located on and in the Property and shall have the sole and exclusive obligation and responsibility to maintain, repair and replace all such roads and easements which constitute Common Elements. However, for the period of seven (7) years following the recording of this Declaration, Declarant on behalf of the Homeowners Association and the Condominium shall have the exclusive right to transfer the ownership of any or all roads or utilities and/or the easements, rights and appurtenances thereto and thereof to a municipality or municipal authority, and/or the utility which assumes ownership and/or maintenance of any road and/or utility utilizing such easement, right or appurtenance.

#### ARTICLE V

##### AMENDMENT OF DECLARATION

Section 5.1. Amendment Procedure. This Declaration may be amended only in accordance with the procedures specified in Section 3219 of the Act, the other Sections of the Act referred to in Section 3219 thereof and the express provisions of this Declaration.

Section 5.2. Rights of Mortgagees. Subject to the limitations imposed by Section 3221 of the Act and except as set forth below, no amendment of this Declaration may be made without the prior written approval of Mortgagees representing at least fifty-one (51%) percent of the votes of Units subject to Mortgages if and to the extent that such approval is required by the Act or if and to the extent that such amendment would (i) be a material amendment as defined by the Federal National Mortgage Association or have the effect of (ii) abandoning, encumbering, selling or transferring the Common Elements; (iii) partitioning or subdividing any Unit or the Common Elements; or (iv) changing the Percentage Interests of any Unit Owners. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed to be a transfer within the meaning of this Section 5.2. When an amendment would have the effect of terminating or abandoning the Condominium (except for termination or abandonment as a result of taking of all the Units by eminent domain) such amendment must be approved by Mortgagees representing at least sixty-seven (67%) percent of the votes of Units subject to Mortgages. In any event, a Mortgagee shall be conclusively deemed to have approved an amendment if the Mortgagee fails to submit a written response to the Association within thirty (30) days after the Mortgagee receives notice of a proposed amendment.

Section 5.3. Other Amendments. If any amendment is necessary in the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provision of this Declaration or the Plats and Plans which is defective or inconsistent with any other provision hereof or appearing or failing to appear in the Plats and Plans which is incorrect, defective or similarly inconsistent, or if such amendment is necessary to conform to then current requirements of the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with respect to Condominium projects, the Executive Board may, at any time and from time to time effect such amendment without the approval of the Unit Owners or Mortgagees, upon receipt by the Executive Board of an opinion from an independent registered architect or licensed professional engineer in the case of any such amendment to the Plats and Plans. Each such amendment shall be effective upon the recording of an appropriate instrument setting forth the amendment and its due adoption, execution and acknowledgement by one or more officers of the Executive Board.

Section 5.4. Declarant's Right to Amend Plan. Declarant shall have the right to amend the Plan to conform with the requirements of all municipal regulations governing the same and to make such physical modifications to the Property as required by such municipal regulations or municipal authorities. All costs and expenses resulting therefrom shall be the sole responsibility of the Declarant.

ARTICLE VI

USE RESTRICTIONS

Section 6.1. Use and Occupancy of Units and Common Elements. The occupancy and use of the Units and Common Elements shall be subject to the following restrictions:

a. Units shall be used only as a residence for a single family. No Unit owner shall permit his Unit to be used or occupied for any prohibited purposes or which would violate the Association's Rules and Regulations.

b. No industry, business, trade, occupation or profession of any kind shall be conducted, maintained, or permitted on any part of the Property. Except for a single small, non-illuminated name sign on the door of a Unit, no signs, advertising or other displays shall be maintained or permitted on any part of the Property except at such location and in such form as shall be determined by the Executive Board. The right is reserved by the Declarant or its agent or agents to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units, and on any part of the Common Elements, 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.

c. There shall be no obstruction or alteration of the Common Elements nor shall anything be stored in or on the Common Elements without the prior consent of the Executive Board except as herein expressly provided. The use and the covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of the Buildings, shall be subject to the Rules and Regulations of the Executive Board.

d. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Property, or contents thereof, without the prior written consent of the Executive Board, which consent may be conditioned upon the Unit Owner of such Unit being required to bear the full amount of such increase. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will violate any law, statute, ordinance or regulation of any governmental body or which will result in the cancellation of any insurance maintained by the Executive Board. No waste shall be committed in the Common Elements.

e. No person shall create a nuisance on the Property or engage in any use or practice which interferes with the peaceful possession or proper use of any of the Units or of the Common Elements. No use or practice shall be permitted on the Property which is a source of annoyance to Unit Owners or which

unreasonably interferes with the peaceful possession and proper use of all or any part of the Property by its Unit Owners.

f. No Unit Owner, shall (i) make any installation which extends beyond the boundaries of the Unit Owner's Unit, nor install any window air conditioners, exhaust fans or any other item which protrudes through a window serving a Unit, nor shall any structure, addition, shade, curtain, blind, awning, screen, canopy, shutter or antenna be placed or maintained upon any exterior door, window or any outside wall of any Building without the prior written consent of the Executive Board; (ii) Paint or otherwise alter the structure, form or appearance of the exterior portion of any wall, window, door or other portion of the Property which is visible from outside of such Unit; or (iii) place any sign, notice, advertisement or the like on any part of the Property which is visible from outside of such Unit.

g. No Unit Owner shall do any work or any other act which would jeopardize the soundness or safety of the Property or any part thereof, or impair any easement or hereditaments without the unanimous consent of all Unit Owners affected thereby.

h. The Property is to be maintained in a clean and sanitary condition and no Unit Owner is to place any garbage, trash or rubbish in the Common Elements or permit any unsightly condition to exist therein or thereon except as expressly provided for. There shall be no obstruction of the Common Elements, nor shall anything be stored in the Common Elements, without the prior consent of the Association, unless otherwise provided in the Rules and Regulations.

i. Any Unit Owner desiring to perform any alteration or division ("Alteration") to a Unit permitted by this Article VI shall:

(1) Refrain from making any Alteration that may adversely affect any Common Element, impair the structural integrity of a Building or any mechanical, plumbing or electrical or other service system therein, adversely affect either the fire retardant or sound absorbent quality of a Building; lessen the support of any portion of a Building, or violate any applicable law, ordinance or governmental rule, regulation or order;

(2) Obtain the approval of the Association (which approval shall not be required for the Declarant) prior to the commencement of any such Alteration involving a combination or subdivision of Units; and

(3) Pay all costs and expenses incurred in connection with the preparation, review, execution and recording of any amendment to this Declaration (including the Plats and Plans)

needed in order to reflect the condition of the Buildings after completion of such Alteration, which amendment shall be in recordable form and shall be recorded by the Association in accordance with the Act.

(j) Nor more than one household pet (or aquarium) may be kept by a Unit Owner in any Unit, provided (i) that such animals are not kept for any commercial purposes, (ii) they are kept in strict accordance with any Rules and Regulations relating to household pets from time to time adopted or approved by the Executive Board and (iii) do not in the judgment of the Executive Board constitute a nuisance to others. All dogs and cats must be kept on leashes when outside a Unit. No other animals are permitted in the Units or on the Property.

(k) Every Unit Owner shall be responsible for maintaining his Unit in good order and repair, at such Unit Owner's own expense, including, without limitation, cleaning and replacing all interior or exterior doors and glass window panes in or appurtenant to his Unit.

(l) No Unit Owner shall do any work or any other act which would violate the the terms, covenants or conditions of the Agreement or the Declaration of Covenants.

Section 6.2 Parking. The Condominium includes thirteen (13) garage parking spaces all as shown on the Plans. The garage will be maintained as a Limited Common Element with the expenses thereof charged to the Units holding parking spaces in the garage. Declarant will assign two parking spaces to each Unit at the time of the initial conveyance of the Unit. The remaining additional parking space may be purchased from Declarant. No Unit Owner will be permitted to park more vehicles at the Property than the number of parking spaces appurtenant to the Unit Owner's Unit. In no event may any parking space be sold or leased separate and apart from the sale or lease of the Unit to ... which such parking space is appurtenant.

Section 6.3. Additions, Alterations or Improvements to Units. As a supplement to and in addition to the requirements of Section 6.1(i) above, all requests for Association approval of additions, alterations or improvements to Units shall be accompanied by detailed plans and specifications showing the proposed addition, alteration or improvement, and shall name the contractors and subcontractors to be employed. The Executive Board shall act upon requests within thirty (30) days after receipt thereof, and shall be deemed to have acted favorably in cases where no response is made within that period. Application to any governmental authority for necessary permits shall be made only by the Executive Board as agent for and at the expense of the Unit Owner, without incurring any liability to such authority or



to any contractor, subcontractor or materialman or to any person having any claim for injury to person or damage to property from such work.

Section 6.4. Rules and Regulations. Reasonable Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property, may be promulgated from time to time by the Executive Board, subject to the right of the Association to change such Rules and Regulations. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such Rules and Regulations or any amendments thereto.

Section 6.5 Sale or Long-Term Lease of Units.

A. Any Owner who wishes to (1) sell his or her Unit; or (2) if after obtaining the consent of all other Unit Owners under Article VIII below, lease his or her Unit under a lease the initial or any renewal term of which would terminate more than three (3) years after the execution of the lease shall, in either event at least ten (10) days prior to accepting any offer to sell or so lease, give to the Association written notice of the terms of such offer, which notice shall specify the name and address of the offeror. If, within said ten-day period, time being of the essence, the Association or its nominee submits to the Owner an identical or more favorable offer, the Owner must accept the offer of the Association in preference to the original offer. If the Association does not make an offer within said ten-day period, time being of the essence, then the Owner may sell or so lease his or her Unit to the original offeror. The Association shall have sole discretion in this matter and no vote or approval of the Unit Owners is required. Any Mortgagee which comes into possession of a Unit by virtue of foreclosure or by deed or assignment in lieu of foreclosure or any purchaser at a Sheriff's sale of the Unit shall be exempt from the provisions of this section with respect to their obtaining title to the unit. Thereafter they shall be subject to the provisions of this paragraph, except that a Mortgagee need not comply with this paragraph with respect to the resale of a Unit by the Mortgagee after the Mortgagee comes into possession of the Unit.

B. All sales of Units shall be subject to the Act, the Condominium Documents and the provisions of the deed to the Unit.

Section 6.6. Powers of the Executive Board to Enforce. The Executive Board shall have the power to enforce the above restrictions and the Rules and Regulations on behalf of the Association as it may deem to be reasonably necessary or desirable, and shall have the right to bring actions at law or in equity to enforce any matter contained in the Condominium Documents. The

Executive Board shall also attempt to remedy any breaches of the Rules and Regulations of which the Executive Board has notice. The Executive Board shall further have the right, after notice to and an opportunity by the affected Unit Owner to be heard, to levy fines for violations, provided that the fine for a single violation may not, under any circumstances, exceed Fifty and No/100 (\$50.00) Dollars. Each day a violation continues after notice thereof may be considered a separate violation. Any fine so levied shall be deemed to be a Common Expense levied specifically against the particular Unit Owner involved, shall be immediately due and payable, and collection may be enforced by the Executive Board in the same manner as the Executive Board is entitled to enforce collection of Common Expenses, and the Executive Board may also pursue any other remedies under the law.

## ARTICLE VII

### MORTGAGES

Section 7.1 Mortgages Generally. A Unit Owner may encumber or subject his or her Unit to the lien of a Mortgage. Whether or not they expressly so state, all Mortgages encumbering any Unit and the obligations secured thereby shall be deemed to provide, generally, that the Mortgage, and the rights and obligations of the parties thereto, shall be subject to the terms and conditions of the Act and the Condominium Documents. No Unit Owner shall deliver any Mortgage, or any obligation to be secured thereby, unless it has first notified the Executive Board of the name and address of the proposed Mortgagee. When such Mortgage is delivered to the Mortgagee, the Unit Owner shall simultaneously provide executed or conformed copies of it to the Executive Board. Upon receipt of such copy of a Mortgage, the Secretary of the Executive Board shall instruct the insurer of the Property to add the name of the Mortgagee to the mortgagee loss payable provision of the hazard insurance policy covering the Property and to provide such Mortgagee with a Certificate of Insurance showing that the Mortgagee's name has been so added. The Secretary shall maintain a register of such Mortgages, showing the names and addresses of the Mortgagees and the amount secured thereby.

Section 7.2 Rights of Mortgagees. Upon the specific written request of a holder of a Mortgage on a Unit or its servicer to the Executive Board, the Mortgagee shall, at the expense of the Unit Owner, be entitled to receive some or all of the following as designated in the request:

a. Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by

the Executive Board to the Owner of the Unit covered by the mortgage;

b. Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Unit Owners;

c. Copies of notices of meetings of the Unit Owners and the right to designate a representative to attend such meetings;

d. Notice of the decision of the Unit Owners to make any material amendment to this Declaration;

e. Notice of substantial damage to or destruction of any Unit (the repair of which would cost in excess of \$1,000) or any part of the Common Elements (the repair of which would cost in excess of \$10,000);

f. Notices of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Property;

g. Notice of any default by the Owner of the Unit which is subject to the Mortgage, where such default is not cured by the Unit Owner within thirty (30) days after the giving of notice by the Association to the Unit Owner of the existence of the default;

h. Notice of any decision by the Executive Board to terminate professional management and assume self-management of the Property.

The request of a Mortgagee or its servicer shall specify which of the above items it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Executive Board. The Executive Board need not inquire into the authority for or validity of any request made by a Mortgagee hereunder.

Failure to comply with the requirements set forth above shall in no way invalidate otherwise proper actions of the Association or the Executive Board.

Section 7.3. Books and Records. Any Mortgagee shall have the right (exercisable by written notice to the Association and at such Mortgagee's sole cost and expense) to examine the books and records of the Association, to have prepared an audited financial statement of the Association and to require that it be provided with a copy of each annual report of the Association.

Section 7.4. Existing Mortgages. The Property is currently subject to a mortgage in favor of Dollar Bank, Federal Savings Bank ("Dollar"), dated December 11, 1985, and recorded in the Allegheny County Recorder of Deeds Office in Mortgage Book Volume 8410, page 96, and is in the original principal amount of \$9,850,000.00 ("Dollar Mortgage") as the same may be amended from time to time. All Units conveyed to Unit Owners together with the Percentage Interests in the Common Elements apportioned to such Units will be released from the lien of the Dollar Mortgage at or before the time of the conveyance. For purposes of this Declaration, Dollar shall be entitled to all the rights and privileges granted Mortgagees generally under this Declaration, provided, however, such shall not be construed to be a limitation on the Dollar Mortgage or any specific rights granted Dollar under this Declaration. In the event that Dollar shall obtain title to any Unit prior to the sale thereof by Declarant by the exercise of any rights or remedies contained in the Dollar Mortgage, then Dollar shall also succeed, at its option, to all or some of the rights of Declarant hereunder or under the By-Laws or the Act, as provided in Section 3304 of the Act with respect to the transfer of Special Declarant Rights.

#### ARTICLE VIII

##### LEASING

A Unit Owner may not lease or sublease his or her Unit except upon the unanimous written consent of all other Unit Owners. In the event all Unit Owners consent to the leasing of a Unit then (1) no Unit may be leased or subleased for transient or hotel purposes or for a term of less than six (6) months; (2) no Unit may be leased or subleased under a lease the initial or any renewal term of which would terminate more than three (3) years after the execution of the Lease, without the Unit Owner first complying with the terms of Section 6.5 hereof; (3) no Unit may be leased or subleased without a written lease or sublease on a form approved by the Executive Board; (4) a copy of such lease or sublease shall be furnished to the Executive Board within ten (10) days after execution thereof; and (5) a breach of the Declaration, By-Laws or Rules and Regulations of the Condominium shall constitute a default under the lease or sublease and the lessee or sublessee shall be bound by and subject to the Declaration, By-Laws and Rules and Regulations of the Condominium. In the event that Dollar shall obtain title to any Unit, prior to the sale thereof by Declarant, by the exercise of any rights or remedies contained in the Dollar Mortgage, then the terms and conditions of this Article VIII shall not apply to the leasing of any such Unit by Dollar.

ARTICLE IX

BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT

Section 9.1. Monthly Assessments. All Common Expense assessments made in order to meet the requirements of the Association's annual budget shall be deemed to be adopted and assessed on a monthly basis (rather than on an annual basis payable in monthly installments) and shall be due and payable in advance on the first day of each month. Special assessments and fines shall be due and payable in one or more monthly payments, in advance, on the first day of each month, as determined by the Executive Board. Each Unit Owner shall be responsible for the pro-rata portion of the Monthly Assessment assessed on his Unit from and after the date on which settlement of the Unit occurs.

Section 9.2. Special Assessments. If the cash requirement estimated at the beginning of any fiscal year shall prove to be insufficient to cover Common Expenses (including adequate reserves therefor) for any reason (including without limitation, any Unit Owner's non-payment of his assessment), the Executive Board shall have the power, at any time (and from time to time) it deems necessary and proper, to levy one or more Special Assessments against each Unit Owner in accordance with the Unit's Percentage Interest.

Section 9.3. Failure to Fix New Assessments. If the Association shall fail to fix annual Assessments for the subsequent fiscal year before the expiration of any fiscal year, the Unit Owners shall continue to pay the same sums as were payable during the fiscal year then ended and such sums shall be deemed to be the new Annual Assessments for the succeeding fiscal year. If the Association shall change the assessment at a later date, such new assessment shall be treated as a Special Assessment pursuant to Section 9.2 hereof.

Section 9.4. Special Costs. Any expense incurred by the Association due to the negligence or misconduct of any Unit Owner or his tenants, guests or invitees or as otherwise provided for in any Condominium Documents may be assessed against the Owner of the pertinent Unit and shall be deemed to be a Common Expense immediately due and payable by such Unit Owner.

Section 9.5. No Exemption By Waiver. No Unit Owner may exempt himself from Common Expense Liability by waiver of the enjoyment of the right to use any of the Common Elements or by the abandonment of his or her Unit.

Section 9.6. Personal Liability of Unit Owners. All sums assessed pursuant to this Article IX, together with interest

thereon at the maximum rate allowed by the Act, shall constitute the personal liability of the Unit Owner of the Unit so assessed and also shall, until fully paid, constitute a lien against such Unit pursuant to Section 3315 of the Act. The Executive Board, on behalf of the Association, may take action for failure to pay any Assessment or other charges pursuant to Section 3315 of the Act and may assess a late charge for failure to pay any Assessment or other charge on the date on which it is due.

**Section 9.7. Unpaid Assessments.** Any unpaid Annual Assessment which cannot be promptly collected from the former Unit Owner may be reassessed by the Association as a Common Expense to be collected from all of the Unit Owners, including, without limitation, the purchaser who acquired title at a Sheriff's sale, his successors and assigns, and any Mortgagee who comes into possession of a Unit by foreclosure sale or deed in lieu of foreclosure or assignment in lieu of foreclosure.

**Section 9.8. Liability of Purchaser of Unit for Unpaid Assessments.** Notwithstanding the provisions of Section 9.6 hereof, (but subject to the provisions of Section 3407(c) of the Act), upon the sale, conveyance or any other transfer of a Unit or any interest therein, any unpaid Assessments shall continue to be a lien against the Unit which may be enforced in the manner set forth in Section 3315 of the Act.

**Section 9.9. Subordination of Certain Charges.** Any fees, charges, late charges, fines and interest that may be levied by the Association pursuant to Sections 3302(a)(10), (11) and (12) of the Act shall be subordinate to the lien of a Mortgage on a Unit.

**Section 9.10. Common Expenses.**

a. Common Expenses shall be any expenditure made or liability incurred by the Association (including any allocations to reserves) pursuant to the Act, this Declaration or the By-Laws, including without limitation, the following:

(i) Expenses of administration, operation, maintenance, repair, improvement or replacement of the Common Elements;

(ii) Expenses declared Common Expenses by the Act or by this Declaration or by the By-Laws;

(iii) Expenses reasonably determined to be Common Expenses by the Executive Board and assessed against all Unit Owners;

(iv) Expenses for maintenance of the Property including ramps, driveways, sidewalks, lawns and gardens, collection of garbage, snow removal and exterior maintenance;

(v) Expenses incurred pursuant to Article XII hereof;

(vi) Salaries, wages and payroll taxes for employees and agents of the Association;

(vii) Legal, accounting and management fees incurred by the Association;

(viii) Insurance premiums;

(ix) Costs and expenses incurred by or allocated to the Association or the Property pursuant to terms of the Declaration of Covenants.

b. Utilities:

(i) The expense of gas, water, heat and sewage service and such other utility and electronic systems and services which may hereafter be supplied for the benefit and use of all Units and/or for the Common Elements shall be a Common Expense.

(ii) Telephone Service and Cable TV to Units shall be the obligation of each Unit Owner.

(iii) In the event any utility service is now or hereafter separately metered, the Executive Board may upon not less than thirty (30) days' prior written notice to all Unit Owners delete the cost thereof as a Common Charge based on Percentage Interest and thereafter the cost thereof shall be separately metered and payable by each Unit Owner according to such separate meter readings.

(iv) Limited Expenses shall be assessed by the Association to the Unit or Units which have been assigned the Limited Common Elements or other benefits attributable thereto.

Section 9.11. Surplus. Any amounts accumulated by the assessments for Limited Expenses in excess of the amount required for actual Limited Expenses and reserves for future Limited Expenses shall be credited to each Unit Owner paying a share of such Limited Expenses in proportion to the share of such Limited Expenses paid by each such Owner, said credits to be applied to the next Assessment of Limited Expenses due from said Unit Owners under the current fiscal year's budget, and thereafter, until exhausted. Any surplus funds remaining after payment of Common

Expenses shall be applied as set forth in Section 3313 of the Act.

Section 9.12. Reserve Fund. The Association shall establish an adequate reserve fund for maintenance, repair and replacement of those Common Elements which are anticipated to require replacement, repair or maintenance on a periodic basis. The reserve fund shall be funded by monthly payments as a part of Common Expenses.

Section 9.13. Working Capital Fund. Upon the initial transfer of title from Declarant to the purchaser of each Unit, the Association shall collect from such purchaser a non-refundable amount equal to three (3) times the monthly common charge for that Unit based on the current budget of the Association. Such monies shall be deposited into a working capital fund under the control of the Association.

Section 9.14. Accounting. Within One Hundred Twenty (120) days after the end of the fiscal year of the Association, the Executive Board shall supply to all Unit Owners an itemized accounting of the Common Expenses actually incurred and paid for the preceding fiscal year together with a tabulation of the amounts collected pursuant to the annual budget or assessments and leases and sales of property owned or managed by the Executive Board on behalf of the Association, and showing the net excess or deficit of income over expenditures plus reserves.

#### ARTICLE X

##### EXECUTIVE BOARD OF THE ASSOCIATION

Section 10.1. Powers of the Executive Board. The Executive Board of the Association shall possess all of the duties and powers granted to the Executive Board by the Act and by the By-Laws, including, without limitation, the power to promulgate Rules and Regulations. The Executive Board shall consist of three (3) members who shall serve for a term of one (1) year and shall be elected at annual meetings of the Association, except as provided in Article XI hereof. Each Executive Board member shall hold office pursuant to the provisions relating thereto in the By-Laws.

Section 10.2. Disputes. In the event of any dispute of disagreement between any Unit Owners relating to the Property or any questions of interpretation or application of the provisions of any of the Condominium Documents, the determination thereof by the Executive Board shall be final and binding on each and all such Unit Owners provided, however, the Executive Board, at its



option may decline to take jurisdiction in any such dispute. The Executive Board shall have the authority to seek a declaratory judgment or other appropriate judicial relief or order to assist it in carrying out its responsibilities under this Section 10.2. All costs of obtaining such a judgment shall be borne by the disputants, or in the absence of disputants, by the Association as a Common Expense.

Section 10.3. Manager. The Executive Board, on behalf of the Association, may (but is not required to) engage a manager who shall oversee the daily operation of the Property, in accordance with the provisions of the Act and the Condominium Documents.

Section 10.4 Amendments. Except as otherwise set forth in the Act, the Declaration may be amended only by the vote or written agreement of the Owners of at least 67% of the Percentage Interests. Notwithstanding the foregoing or any other provision of this Declaration to the contrary, if any amendment is necessary in the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provisions thereof or of the Act, or to meet any insurance requirements set by any Mortgagee, then at any time and from time to time the Executive Board may effect an appropriate corrective amendment without the approval of the Unit Owners upon receipt by the Executive Board of an opinion from legal counsel to the effect that the proposed amendment is permitted by the terms of this Section 10.4. Each amendment of the type described in this Section 10.4 shall be effective upon the recording of an appropriate instrument setting forth the amendment and its due adoption, which instrument has been executed and acknowledged by one or more officers of the Executive Board.

#### ARTICLE XI

##### DECLARANT'S RIGHTS

Section 11.1. Control. Election of the members of the Executive Board shall be subject to the following conditions:

a. Until the 60th day after conveyance of 25% of the Units to Unit Owners other than Declarant, Declarant shall have the right to appoint and remove any and all officers and members of the Executive Board.

b. Not later than 60 days after conveyance of 25% of the Units to Unit Owners other than Declarant, one of the three members of the Executive Board shall be elected by Unit Owners other than Declarant.

c. Not later than the earlier of (i) three years after the first conveyance of a Unit by Declarant to a bona fide purchaser, or (ii) 180 days after 75% of the Units have been conveyed to Unit Owners other than Declarant, all members of the Executive Board appointed by Declarant shall resign, and the Unit Owners (including Declarant to the extent of Units owned by Declarant) shall elect a new Executive Board.

Section 14.2. Declarant Owned Units. Declarant will only be required to pay its pro rata share of actual operating expenses of the Building for any Units which it owns but which are not occupied by Declarant (or a tenant of Declarant).

## ARTICLE XII

### LIMITATION OF LIABILITY

Section 12.1. Limited Liability of the Executive Board. Except as provided to the contrary in Section 3303(a) of the Act, the Association, the members of the Association, the Executive Board, and its members in their capacity as members, officers and employees:

a. Shall not be liable for the failure of any service to be obtained by the Executive Board and paid for by the Association, or for injury or damage to Persons or property caused by the elements or by another Unit Owner or person on the Property, or resulting from electricity, gas, water, rain, dust or sand which may leak or flow from the outside or from any part of the Building, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place unless in each such instance such injury or damage has been caused by the willful misconduct or gross negligence of the Association or the Executive Board;

b. Shall not be liable to the Unit Owners as a result of the performance of the Executive Board members' duties for any mistake of judgment, negligence or otherwise, except for the the Executive Board members' own willful misconduct or gross negligence;

c. Shall have no personal liability in contract to a Unit Owner or any other person or entity under any agreement, check, contract, deed, lease, mortgage, instrument or transaction entered into by them on behalf of the Executive Board or the Association in the performance of the Executive Board members' duties;

d. Shall not be liable to a Unit Owner, or such Unit Owner's tenants, employees, agents, customers or guests, for loss of damage caused by theft of or damage to personal property left by such Unit Owner or his tenants, employees, agents, customers or guests in a Unit, or in or on the Common Elements or Limited Common Elements, except for the Executive Board members' own willful misconduct or gross negligence;

e. Shall have no personal liability in tort to a Unit Owner or any other person or entity, direct or imputed, by virtue of acts performed by or for them, except for the Executive Board members' own willful misconduct or gross negligence in the performance of their duties;

f. Shall have no personal liability arising out of the use, misuse or condition of the Building, or which might in any other way be assessed against or imputed to the Executive Board members as a result of or by virtue of their performance of their duties, except for the Executive Board members' own willful misconduct or gross negligence; and

g. Shall have no liability by reason of being an officer, director, agent, employee or affiliate of Declarant.

Section 12.2. Indemnification. Each member of the Executive Board, in his capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he is an Executive Board member, officer or both at the time such expenses are incurred, except in such cases where such Executive Board member and/or officer is adjudged guilty of willful misconduct or gross negligence in the performance of his duties; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he is then an Executive Board member) approves such settlement and reimbursement as being in the best interests of the Association; and provided further that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board member and/or officer had no reasonable cause to believe his conduct was unlawful. The indemnification by the Unit Owners set forth in this Section shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

Section 12.3. Defense of Claims. Complaints brought against the Association, the Executive Board or the Officers, employees or agents thereof in their respective capacities as such, or the Condominium as a whole, shall be directed to the Executive Board of the Association, which shall promptly give written notice thereof to the Unit Owners and Mortgagees and such complaints shall be defended by the Association. The Unit Owners and Mortgagees shall have no right to participate in such defense other than through the Association.

Section 12.4. Insurance. The Executive Board shall obtain insurance to satisfy the indemnification obligation of the Association and all Unit Owners set forth above, if and to the extent reasonably available.

Section 12.5. Cost of Suit. If any action is brought by one or more but less than all Unit Owners on behalf of all Unit Owners and recovery is had, the plaintiff's expenses, including reasonable counsel fees, shall be a Common Expense, but only to the extent that such expenses are less than the amount recovered on behalf of the Association. If, however, such action is brought against the Executive Board or any of its members, or the Association or any of its officers, employees or agents, in their capacities as such, with the result that the ultimate liability asserted would, if proved, be borne by all the Unit Owners, the plaintiff's expenses, including attorneys' fees, shall not be charged to or borne by the other Unit Owners as a Common Expense or otherwise but shall be borne solely by the plaintiff. In the event any suit or action is brought by any one or more Unit Owner against the Association or the Executive Board or any member thereof, challenging any decision, determination, action or ruling, made by or on behalf of the Association or the Executive Board pursuant to the Act or any Condominium Document or against the Fee Owners by reason of their joinder herein, if such challenge is unsuccessful, the payment of all costs and legal fees incurred by the Association or the Executive Board or its members or the Fee Owners in defending against any such suit or action shall, to the full extent permitted by law, be the sole responsibility and liability of the Unit Owner or Owners initiating any such suit or action. The Executive Board may proceed to collect all sums payable in accordance herewith by all available means.

Section 12.6. Joint and Several Liability of Unit Owners and Lessees. Each Unit Owner shall be jointly and severally liable with any lessees of the Unit owned by such Unit Owner for all liabilities arising out of the ownership, occupancy, use, misuse or condition of such Unit or any portion of the Common Elements.

ARTICLE XIII

INSURANCE

Section 13.1. Types and Amounts. The Association shall obtain the following types and amounts of insurance (but in all events all insurance required by Section 3312 of the Act or the Federal National Mortgage Association):

(a) Hazard insurance, with an endorsement for extended coverage, or such other fire and casualty insurance as the Association may determine which provides equal or greater protection for the Unit Owners and Mortgagees, if any, in each case complying with the applicable requirements of Section 13.2 hereof. Such hazard insurance shall, if and to the extent reasonably available, provide coverage of all portions of the Property outside of the Units and any Common Elements and Limited Common Elements located within any Unit and the betterments and improvements thereto. Such hazard insurance shall insure against all risks of direct physical loss commonly insured against, including, without limitation, fire, vandalism, malicious mischief, wind, storm and water damage, and the costs of demolition and debris removal. If such hazard insurance becomes unavailable in the future, the Association shall obtain such comparable insurance as is then available. The amount of any such hazard insurance obtained pursuant to this Section 13.1 shall be reviewed annually by the Association, and shall be equal to the greater of the actual cash value of the property insured or the full insurance replacement value of the Common Elements and Limited Common Elements, without deduction for depreciation (i.e., one hundred (100%) percent of current "replacement cost" exclusive of land, foundation, excavation and other items normally excluded from coverage), with an "agreed amount endorsement" or its equivalent, if available, or an "inflation guard endorsement", if available. Such hazard insurance policy may, at the option of the Association, contain a "deductible" provision in an amount to be determined by the Association but not to exceed Five Thousand (\$5,000.00) Dollars. The proceeds of such policy shall be payable to the Association. Such hazard insurance policy may include a separate "loss payable endorsement" in favor of a Mortgagee modified to make the loss payable provisions in favor of such Mortgagee subject and subordinate to the loss payable provisions in favor of the Association.

(b) Comprehensive liability insurance, complying with the requirements of Section 13.2 hereof, insuring the Unit Owners, in their capacity as owners of the Common Elements and Limited Common Elements and as Association members, against any liability to the public or to other Unit Owners, their tenants, invitees or licensees, relating in any way to the ownership

and/or use of the Common Elements and Limited Common Elements or any part thereof. Such insurance policy shall contain a "severability of interest endorsement" or equivalent coverage which precludes the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or any Unit Owner. Limits of liability shall be at least One Million (\$1,000,000.00) Dollars covering all claims for personal injury (including medical payments) and/or property damage arising out of a single occurrence. Such insurance shall include protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, and such other risks as are customarily covered. The scope and amount of coverage of all liability insurance policies shall be reviewed annually by the Association and may be changed in its discretion provided that such shall continue to comply with the requirements of this Section 13.1(b) and Section 13.2 hereof.

(c) A fidelity bond or insurance coverage against dishonest acts on the part of such persons (including, without limitation, Executive Board and Association members, officers, trustees, agents, employees, including any managing agent, and volunteers) responsible for handling funds belonging to or administered by the Association. Such fidelity bond or insurance shall name the Association as the obligee or named insured and shall be written in an amount sufficient to provide protection which is in no event less than twenty-five (25%) percent of the Association's estimated annual assessments including reserves. In connection with such coverage, an appropriate endorsement to such policy or bond in order to cover any persons who serve without compensation shall be added if the policy could not otherwise cover volunteers.

(d) Such worker's compensation insurance as applicable law may require.

(e) Insurance to satisfy the indemnification obligations of the Association and all Unit Owners set out in Article XII hereof, if and to the extent available.

Section 13.2. Required Provisions. Insurance obtained by the Association shall contain those provisions required by Section 3312(c) of the Act as well as the following provisions:

(a) Each Unit Owner shall be an insured party under such policies with respect to loss or liability arising out of his ownership of an undivided interest in the Common Elements and Limited Common Elements or membership in the Association.

(b) All policies shall be written with a company licensed to do business in the Commonwealth of Pennsylvania and for the hazard insurance policy described in Section 13.1(a)

hereof, such company must hold a rating of Class B+ - VI or better by Best's Insurance Reports or by an equivalent rating bureau should Best's Insurance Reports cease to be issued.

(c) Exclusive authority to adjust losses under policies hereafter in force on the Property shall be vested in the Association or its authorized representative. Prior to the adjustment of any such loss, the Association shall decide whether, if the Association uses a public adjuster in connection therewith, the proceeds of any applicable insurance policy on the Property are likely to be sufficiently increased through the efforts of such adjuster to warrant the additional expense of retaining such an adjuster. If such decision shall be in favor of using a public adjuster, the Association shall retain a public adjuster, licensed as such by the Commonwealth of Pennsylvania, which adjuster shall act solely in the capacity of advisor to the Association's authorized representative.

(d) Such policies shall contain an endorsement waiving all rights of subrogation against the Executive Board, the Association, any managing agent, the Unit Owners and their respective tenants, employees, agents and invitees.

(e) Such policies shall not be cancelled, invalidated or suspended by means of the conduct of any one or more Unit Owners, all defenses based upon co-insurance or acts of the insured being waived by the insurer, and in no event shall cancellation, material modification, invalidation or suspension for any reason be effected without at least thirty (30) days' prior written notice to each Unit Owner and all Mortgagees whose names and addresses are on file with the insurer.

(f) Such policies shall not be cancelled, invalidated or suspended on account of the conduct of any officer or employee of the Association or any managing agent without a prior demand in writing that the Association or any managing agent, as the case may be, cure the defect, and without providing a reasonable period of time thereafter in which to cure such defect.

(g) Any "no other insurance" clause in such policies shall not prohibit Unit Owners from obtaining insurance on their individual Units.

(h) The name of the insured under each policy required pursuant to this Article XIII shall be stated in form and substance similar to the following:

"The Greystone Condominium Association for the use and benefit of the individual owners of the Condominium Units contained in The Greystone Condominium."

(i) Each insurance policy required to be carried by the Association pursuant to this Article XIII shall be endorsed to provide that all proceeds shall be payable to The Greystone Condominium Association.

(j) Coverage may not be prejudiced by (1) any act or neglect of one or more Unit Owners when such act or neglect is not within the control of the Association; or (2) any failure of the Association to comply with any warranty or condition regarding any portion of the Property over which the Association has no control.

(k) All policies of property insurance shall provide that, despite any provisions giving the insurer the right to elect to restore damage in lieu of a cash settlement, such options shall not be exercisable (i) without the prior written approval of the Association, or (ii) when in conflict with any requirement of law.

(l) Insurance coverage obtained and maintained by the Association pursuant to the requirements of this Article XIII may not be brought into contribution with insurance purchased by Unit Owners or their mortgagees.

Section 13.3. Unit Owner Insurance. (a) The Association shall have the power to require all Unit Owners to carry such types of insurance on their Units as the Association may reasonably require, including, without limitation, insurance on all portions of the Unit. All insurance carried by Unit Owners shall comply with the provisions of Sections 13.3(b) and 13.3(c) and shall be carried with insurance companies satisfying the requirements of 13.2(b) hereof.

(b) Each Unit Owner shall obtain additional insurance at his own expense; provided, however, that (i) such policies shall not be invalidated by the waivers of subrogation contained in this Declaration; and (ii) no Unit Owner shall be entitled to exercise the right to maintain insurance coverage in such a way as to decrease the amounts which the Association may realize under any insurance policy which the Association may have in force on the Property at any particular time.

(c) Any Unit Owner who obtains an individual insurance policy covering any portion of the Property other than the individual Unit of such Unit Owner or personal property belonging to such Unit Owner, shall be required to file a copy of an individual policy with the Association within thirty (30) days after purchase of such insurance.



ARTICLE XIV

MISCELLANEOUS

Section 14.1. Interpretation. The provisions of this Declaration shall be liberally construed in order to effectuate Declarant's desire to create a uniform plan for development and operation of the Property and the Plan. The headings preceding the various paragraphs of this Declaration are intended solely for the convenience of readers of this Declaration and shall have no effect on the meaning or interpretation of any provision hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the case may be.

Section 14.2. Applicability of Condominium Documents. Each present and future owner, tenant, occupant and mortgagee of a Unit shall be subject to and shall comply with the provisions of the Act, the Condominium Documents and the covenants, conditions and restrictions set forth in the deed to such Unit; provided that nothing contained herein shall impose upon any lessee or Mortgagee any obligation which the Act and/or one or more of the Condominium Documents make applicable only to Unit Owners. The acceptance of a deed or mortgage to any Unit, or the entering into a lease or the occupancy of any Unit shall constitute an agreement that the provisions of the Act, the Condominium Documents and the covenants, conditions and restrictions set forth in Section 1.2 hereof and in the deed to such Unit are accepted and ratified by such grantee, mortgagee or lessee. All of such provisions shall 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 were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

Section 15.3. Eminent Domain. In the event that all or any portion of the Property is acquired by any governmental entity pursuant to the exercise of the power of eminent domain, then the Association shall represent all Unit Owners in any proceedings, negotiations, settlements or agreements with respect to such condemnation. By acceptance of a deed for any Unit, each Unit owner shall be conclusively presumed to have appointed the Association his or her attorney-in-fact for all matters concerning condemnation of all or any portion of the Property. Any proceeds or damages paid to the Association pursuant to any condemnation shall be disposed of pursuant to Section 3107 of the Act.

Section 15.4. Mechanics' Liens. Any mechanics' liens arising as a result of repairs to or improvements of a Unit by or on behalf of any Unit Owner shall be liens only against such Unit

and shall be paid by the Unit Owner of such Unit. Except as expressly set forth herein to the contrary, 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 Association, shall be paid by the Association and shall be a Common Expense.

Section 15.5. Enforcement. The Association (and Declarant so long as Declarant is a Unit Owner), shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Condominium Documents. Failure by the Association or Declarant to so enforce shall in no event be deemed a waiver of the right to do so thereafter. Any right or power vested in the Association hereunder shall be deemed to be vested in the Executive Board unless expressly stated to the contrary or otherwise required by the Act.

Section 15.6. Effective Date; Severability. This Declaration shall become effective when it and the Plans and Plans have been recorded. In the event that any provision of this Declaration or of any other Condominium Document 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 except in those instance where the Act by its terms permits variations.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be duly executed on this 9th day of November, 1988.

ATTEST:

  
\_\_\_\_\_

GREYSTONE ASSOCIATES, INC.

By:   
\_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
--- COUNTY OF ALLEGHENY )

On this 4<sup>th</sup> day of November, 1988 before me, the undersigned, personally appeared Harold Stein who acknowledged himself to be the President of GREYSTONE ASSOCIATES, INC., a corporation that he as such officer, being authorized to so do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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

Jane E. Ventura  
Notary Public

My Commission Expires:



NOTARIAL SEAL  
JANE E. VENTURO, NOTARY PUBLIC  
PITTSBURGH, ALLEGHENY COUNTY  
MY COMMISSION EXPIRES AUG. 10, 1992

Member, Pennsylvania Association of Notaries

PROPERTY DESCRIPTION

ALL that certain lot or piece of ground situate in the 14th Ward, City of Pittsburgh, Allegheny County, Pennsylvania being Parcel 5A in the revised Greystone Plan, An Improvement Subdivision Site Plan, of record in the Allegheny County Recorder of Deeds Office in Plan Book Volume 142, pages 24 and 25.

CONTAINING 0.73299 acres of ground, more or less and having erected thereon a two and one-half stone building previously referred to as "the Benedum Mansion."

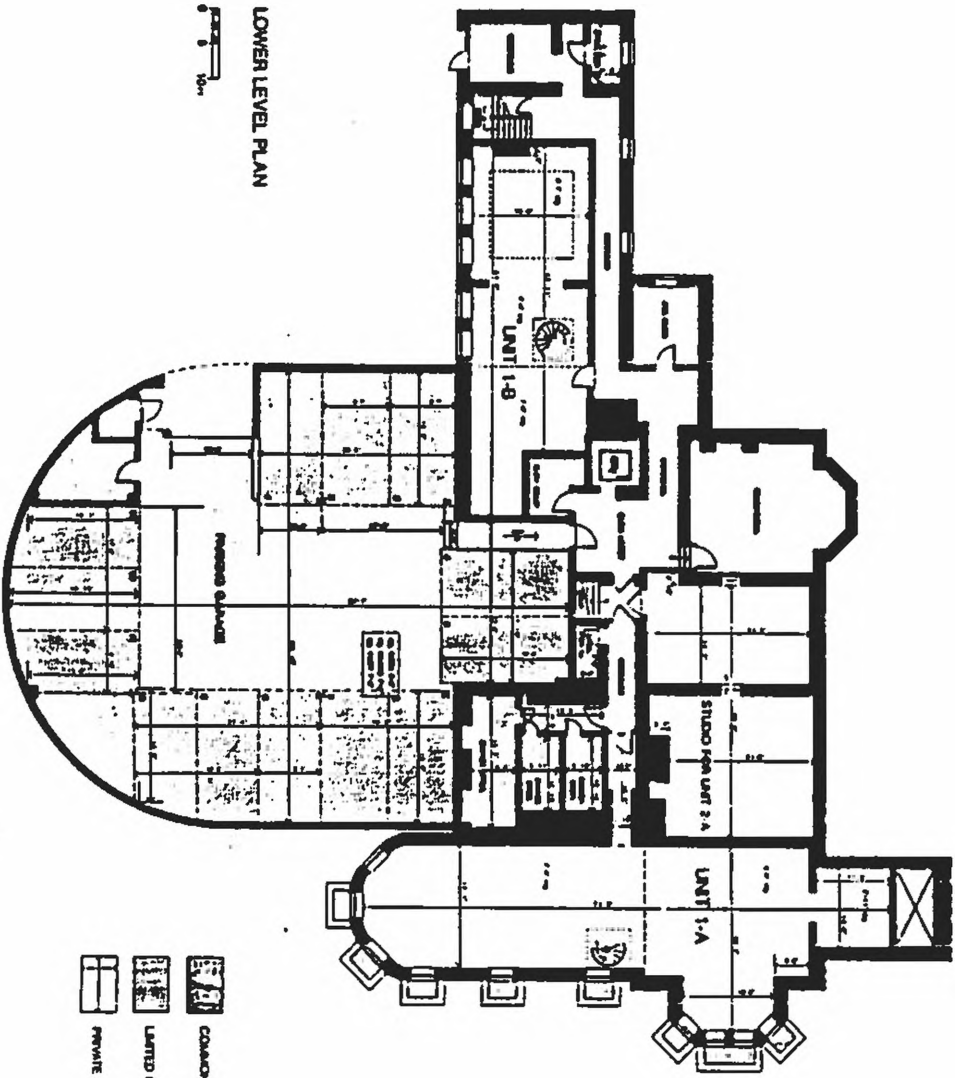
BEING a part of the property designated as Block 85-C, Lot 70 in the records of the Allegheny County Deed Registry Office.

BEING a part of the property which was conveyed by Chatham College, a Pennsylvania non-profit corporation, to Greystone Associates, Inc., a Pennsylvania corporation, Declarant herein, by deed dated June 28, 1985 and recorded in the Allegheny County Recorder of Deeds Office in Deed Book Volume 7108, Page 576.

EXHIBIT A

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LOWER LEVEL PLAN

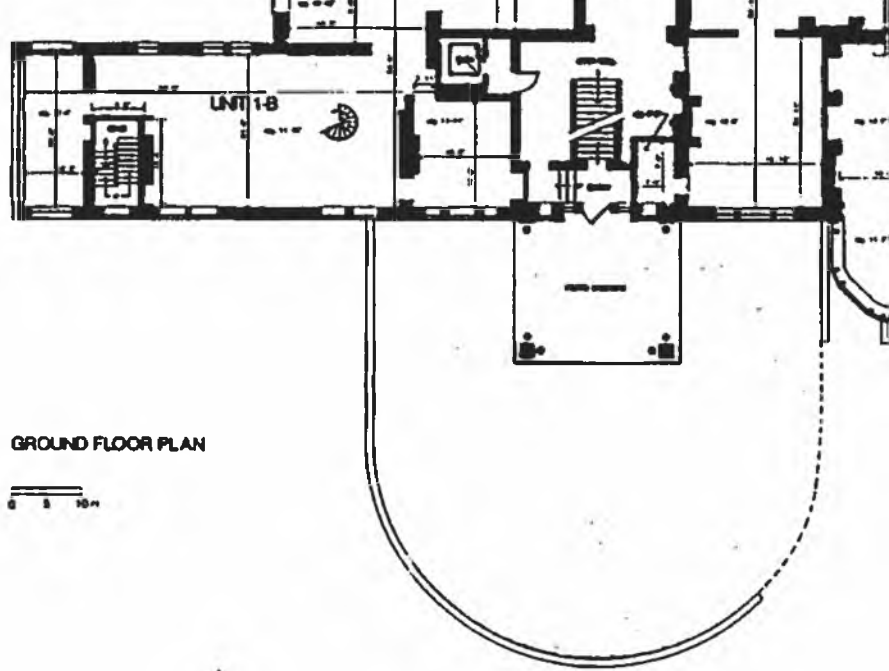
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-  LIMITED COMMON AREAS
-  PRIVATE UNIT AREAS

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EXHIBIT C  
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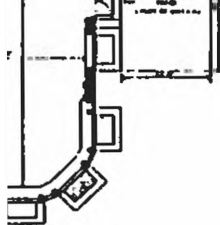


DEPARTMENT OF PUBLIC WORKS  
CONDOCASSA  
LOWER LEVEL PLAN



GROUND FLOOR PLAN





COMMON AREAS



LIMITED COMMON AREAS



PRIVATE UNIT AREAS



DATE: \_\_\_\_\_

GREYSTONE  
CONDOMINIUM

DATE: \_\_\_\_\_

GROUND  
FLOOR  
PLAN

DATE: \_\_\_\_\_

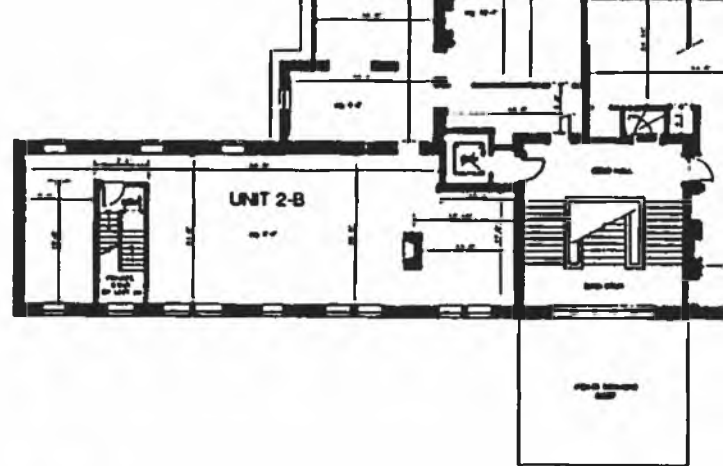
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DATE: \_\_\_\_\_

A3

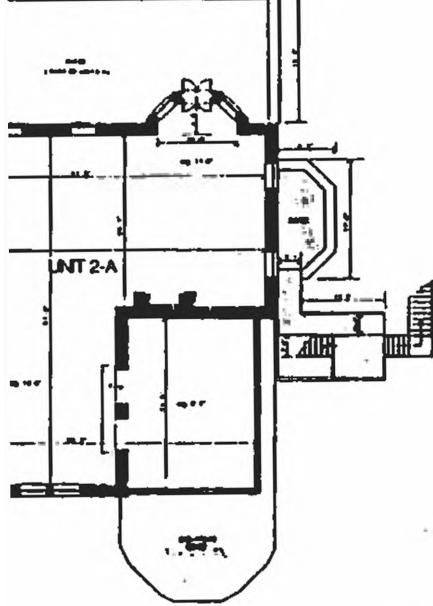
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SECOND FLOOR PLAN





-  COMMON AREAS
-  LIMITED COMMON AREAS
-  PRIVATE UNIT AREAS

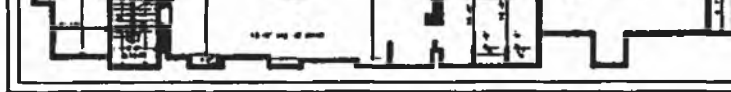


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GREYSTONE  
CONDOMINIUM

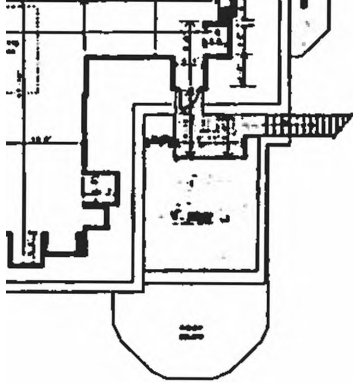
SECOND  
FLOOR  
PLAN

A4



**THIRD FLOOR PLAN**





COMMON AREAS



LIMITED COMMON AREAS



PRIVATE UNIT AREAS

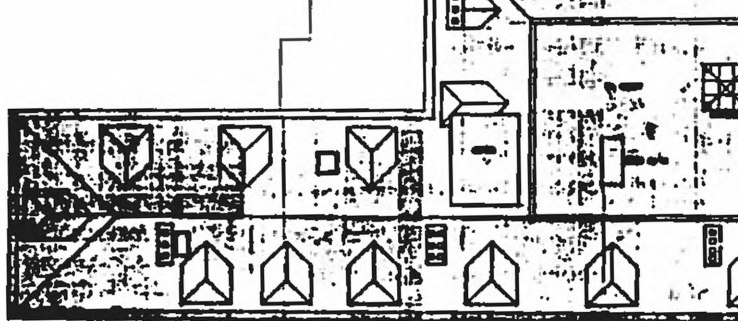


GREYSTONE  
CONDOMINIUM

THIRD  
FLOOR  
PLAN

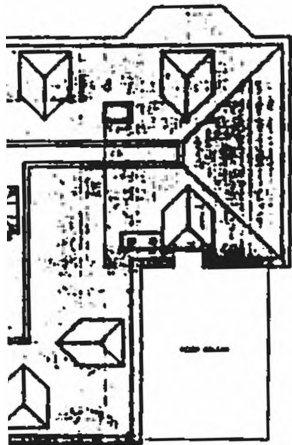
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ROOF PLAN





-  COMMON AREAS
-  LIMITED COMMON AREAS
-  PRIVATE UNIT AREAS



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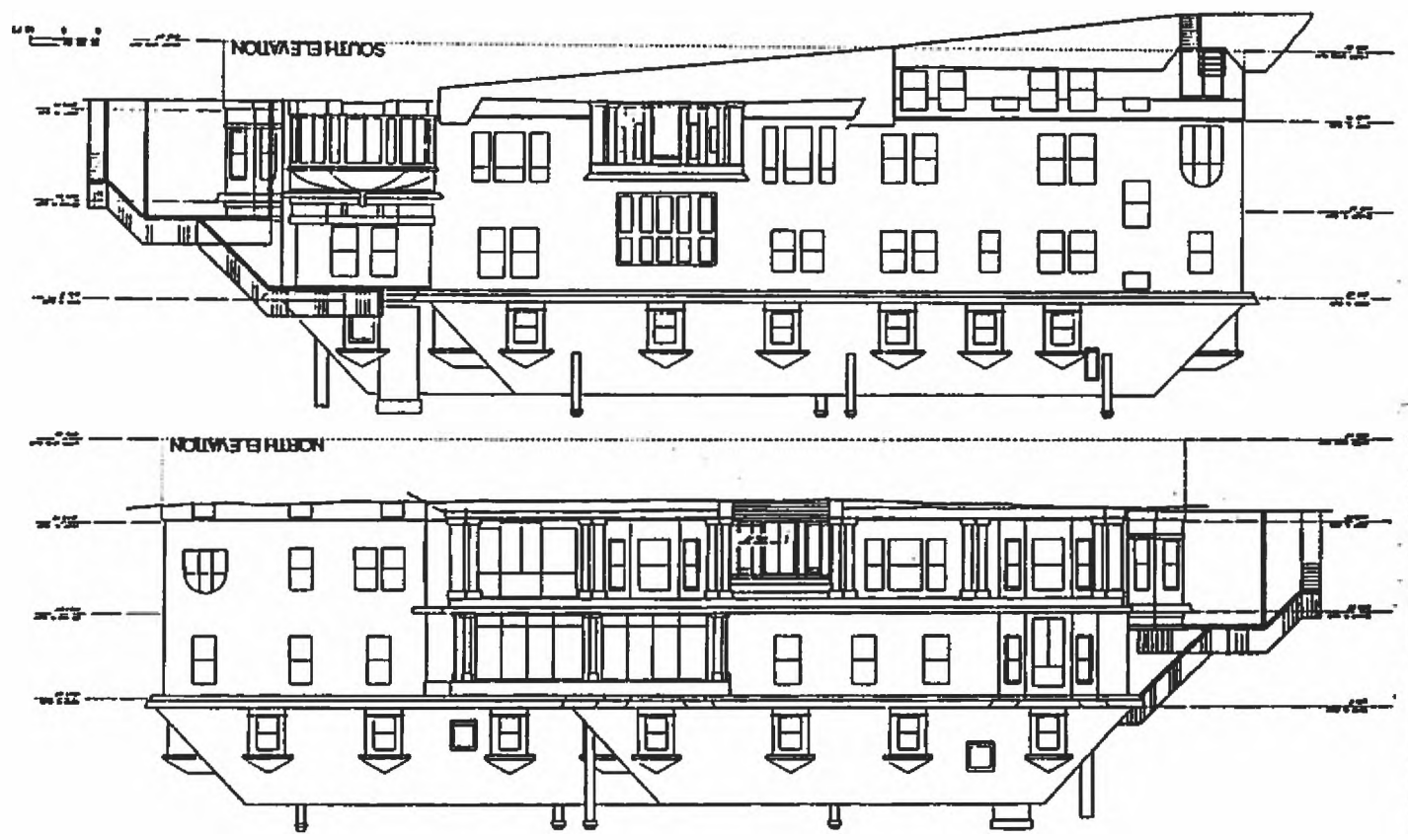
PREVIOUS EDITIONS  
CANCELED

ROOF  
PLAN

A6

A7  
ELEVATIONS  
CRESTON CONDORIAL

VOL. 7906 PAGE 437

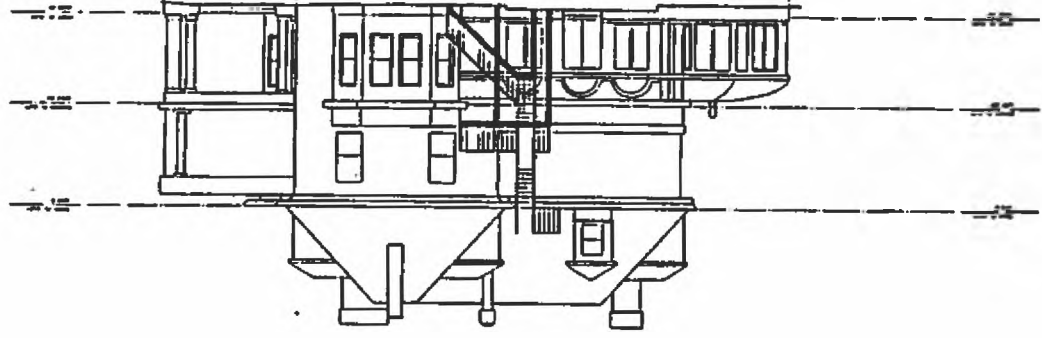


AB  
ELEVATIONS  
CREVIERE  
CORPORATION

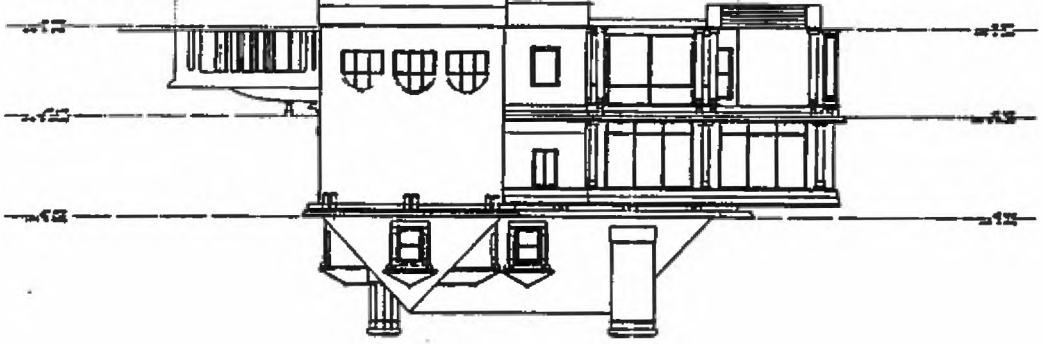
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EAST ELEVATION



WEST ELEVATION





GREYSTONE CONDOMINIUM  
INITIAL UNDIVIDED PERCENTAGE INTEREST IN  
COMMON ELEMENTS APPURTENANT TO EACH UNIT

---

<u>UNIT NO.</u>	<u>TOTAL SQUARE FEET</u>	<u>PERCENTAGE INTEREST</u>
1A	4,550	24.33
1B	3,650	19.52
2A	4,250	22.73
2B	3,090	16.52
3A	1,740	9.30
3B	<u>1,420</u>	<u>7.60</u>
Total	18,700	100%

EXHIBIT D

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Nov 10 1988 11 9167  
*1/10/88*

DECLARATION OF CONDOMINIUM  
FOR  
GREYSTONE CONDOMINIUM

BY

GREYSTONE ASSOCIATES, INC.,

Declarant

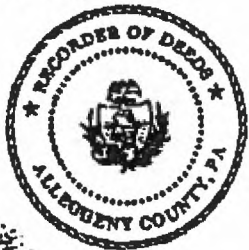
*9450 / DB*  
*DB 265*

RECORDED BY RECORDER  
RD. NY ST Q1 01 AOH  
Keylin F. McKeegan, Esquire  
ATTORNEY AT LAW  
1300 OLIVER BUILDING  
PITTSBURGH, PA. 15222

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF ALLEGHENY

Recorded on this 10th day of November, 1988, in the  
Recorder's Office of the said County in Deed Book Volume 7906,  
Page 395.

Given under my hand and seal in the said office the day and  
year aforesaid.



*Michael J. Kelly*  
Recorder

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